
MEETING NOTICE

The City Council of the City of Woodcreek, Texas will conduct a meeting at Camp Young Judaea, 121 Camp Young Judaea Dr., Woodcreek, TX 78676. The meeting will be held on Wednesday, March 08, 2023 at 6:30 PM.

All attendees are encouraged to wear face coverings when a minimum of six-foot social distancing cannot be maintained. Smoking is not allowed anywhere on the property of City Hall.

The public may watch this meeting live at the following link: <https://join.zoom.us/>

Meeting ID: 757 937 9504; Passcode: K8BUPq

A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request. This notice, as amended, is posted pursuant to the Texas Open Meetings Act (Vernon's Texas Codes Ann. Gov. Code Chapter 551).

The City of Woodcreek is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary's Office at 512-847-9390 for information. Hearing-impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 7-1-1 or may utilize the statewide Relay Texas program at 1-800-735-2988.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

It is anticipated that members of other City Boards, Commissions, Panels and/or Committees may attend the meeting in numbers that may constitute a quorum of the other City Boards, Commissions, Panels and/or Committees. Notice is hereby given that this meeting, to the extent required by law, is also noticed as a meeting of the other City Boards, Commissions, Panels and/or Committees of the City, whose members may be in attendance. The members of the City Boards, Commissions, Panels and/or Committees may participate in discussions on the items listed on this agenda, which occur at this meeting, but no action will be taken by those in attendance unless such action item is specifically listed on an agenda during a regular or special meeting for the respective Board, Commission, Panel and/or Committee subject to the Texas Open Meetings Act.

The City Council may retire to Executive Session any time during this meeting, under Texas Government Code, Subchapter D. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Any citizen shall have a reasonable opportunity to be heard at any and all meetings of the Governing Body in regard to: (1) any and all matters to be considered at any such meeting, or (2) any matter a citizen may wish to bring to the Governing Body's attention. No member of the Governing Body may discuss or comment on any citizen public comment, except to make: (1) a statement of specific, factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting per Texas Local Government code Sec. 551.042

Citizen comments will be allowed at the beginning of every meeting, or alternatively, before an item on the agenda upon which the citizen wishes to speak is to be considered. All citizens will be allowed to comment for **three (3) minutes** per person and shall be allowed more time at the Mayor or Chair's discretion. In addition, citizens may pool their allotted speaking time. To pool time, a speaker must present the names individuals present in the audience who wish to yield their three(3) minutes. Citizens may present materials regarding any agenda item to the City Secretary at or before a meeting, citizens attending any meeting are requested to complete a form providing their name, address, and agenda item/concern, but are not required to do so before speaking and presenting it to the City Secretary prior to the beginning of such meeting. Comments may only be disallowed and/or limited as per Government Code § 551.007(e).

Submit written comments by email to woodcreek@woodcreektx.gov by **NOON**, the day prior to the meeting. Please include your full name, home or work address, and the agenda item number. Written comments will be part of the official written record only.

AGENDA

CALL TO ORDER

MOMENT OF SILENCE

PLEDGES

ROLL CALL and ESTABLISH QUORUM

PUBLIC COMMENTS

CONSENT CALENDAR

1. Approval of Regular Meeting Minutes from February 8, 2023.
- [2.](#) Approval of Special Meeting Minutes from February 21, 2023.

REPORTS FROM OFFICERS AND COUNCIL LIAISONS

Report by Planning and Zoning Committee Liaison.

Report by Ordinance Review Committee Liaison.

Report by Parks and Recreation Board Liaison.

Report by Platinum Roads Panel Liaison.

Report by Tree Board Liaison.

Report by Hotel Tax Committee Liaison.

Report by City Manager.

Report by City Secretary.

REPORT OF SPECIAL (Select or Ad Hoc) Committees

Ad Hoc Workgroup, Chapters 154-157 (Development Workgroup)

SPECIAL ORDERS

- [3.](#) Approval of the Financial Statements for December 2022. (Rule)
- [4.](#) Approval of the Financial Statements for January 2023. (Rule)
- [5.](#) Discuss and Take Possible Action to Approve A Special Event Permit for Colorful Changes, F.K.A. Life Changes Estate Sales. (Rule)

UNFINISHED BUSINESS AND GENERAL ORDERS

NEW BUSINESS

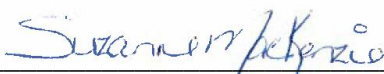
6. Presentation of the Spirit of Woodcreek Award to the Parks and Recreation Board Membership (past and Present) For Their Work on the Spooktacular Events and the Recent POSAC Grant Award. (Pulley)
7. Discussion and Take Possible Action Regarding Report On Traffic Enforcement Activities in the City of Woodcreek. (Pulley)
8. Discuss and Take Appropriate Action Authorizing the City Manager to Enter Into A Municipal Advisory Services Agreement with Stifel, Nicolaus & Company. (Rule)
9. Discuss and Take Appropriate Action On The Creation of A Storm Response Relief Program For Citizens. (Hines)
10. Discuss and Take Appropriate Action Regarding A Review and Report of Pending Business With City Staff. (Hines)
11. Discuss and Take Possible Action on the Approval of the Purchase of A ColorTrac SmartLF Scanner - 36Inch for the Purpose of Accurate Records Management, Safety and the Reduction of Fire Hazards. (Rasco/Rule)
12. Discuss and Take Appropriate Action on the Adoption of An Application Resolution Authorizing A Texas Community Development Block Grant Program Application; Appropriate Action to Adopt the Required CDBG Civil Rights Policies; and Appropriate Action to Adopt A Citizen Participation Plan for the City of Woodcreek. (Grummert)
13. Discuss and Take Appropriate Action To Adopt a Resolution Designating Authorized Signatories for the Texas Community Development Block Grant Program. (Grummert)
14. Discuss and Take Appropriate Action on the Recommendation from the Planning and Zoning Commission To Adopt An Ordinance Amending Various Sections of Chapter 155, "Subdivisions", of the Code of Ordinances, City of Woodcreek, Texas, The Same Being Known As The Subdivision Ordinance, For The Purpose of Implementing An Amendment Increasing Minimum Lot Size Requirements For Wastewater and Water Connections for New Subdivision Application. (Grummert)
15. Discuss and Take Appropriate Action on the Recommendation From the Planning and Zoning Commission To Adopt An Ordinance Amending Chapter 156, "Zoning", of the Code of Ordinances, City of Woodcreek, Texas, The Same Being Known as the Zoning Ordinance, Specifically Section 156.026, to be Titled "Short-Term Rentals" (STRs) for the Purpose of Implementing Regulations for Zoning Districts In Which STRs Will Be Prohibited: SF-1, SF-2, SF-3, SF-5, SF-6, TH/C, DU-1, 4PLX and RR; With Regulations Concerning Inspections, Fees and Permits Required for Authorized STR Use in Districts SF-4, MF-1 and MF-2, With the Additional Recommendation That Council Re-Establish A Municipal Court To Properly Enforce This Ordinance. (Grummert)

ANNOUNCEMENTS

ADJOURN

POSTING CERTIFICATION

I certify that the above notice was posted on the **3rd day of March, 2023 at 6:30PM**

By: 

Suzanne J. MacKenzie, City Secretary

**SPECIAL CITY COUNCIL MEETING (CITY HALL)
February 21, 2023; 3:00 PM
Woodcreek, Texas**

MINUTES

CALL TO ORDER

Mayor Rasco called the Meeting to Order at 3:05P.

MOMENT OF SILENCE

PLEDGES

ROLL CALL and ESTABLISH QUORUM

PRESENT

Mayor Jeff Rasco
Mayor Pro Tem Brent Pulley
Council Member Linnea Bailey
Council Member Chrys Grummert
Council Member Debra Hines

ABSENT

Council Member Bob Hambrick

STAFF PRESENT

City Manager, Kevin Rule
City Secretary, Suzanne Mac Kenzie

PUBLIC COMMENTS

No Public Comments were offered.

CONSENT CALENDAR

REPORTS FROM OFFICERS AND COUNCIL LIAISONS

- Report by Planning and Zoning Committee Liaison. – None Offered.
- Report by Ordinance Review Committee Liaison. – None Offered.
- Report by Parks and Recreation Board Liaison. – None Offered.
- Report by Platinum Roads Panel Liaison. – None Offered.
- Report by Tree Board Liaison. – None Offered.
- Report by City Manager. – None Offered.
- Report by City Secretary. – None Offered.

REPORT OF SPECIAL (Select or Ad Hoc) COMMITTEES

Ad Hoc Workgroup, Chapters 154-157 (Development Workgroup) – None Offered.

SPECIAL ORDERS

UNFINISHED BUSINESS AND GENERAL ORDERS

NEW BUSINESS

Discussion before workshop was to hold regular, future workshops the Tuesday after the Regular Council Meetings, which will reduce the length of discussions that normally occur during Council Meetings.

Official time to submit items for agendas is 1P on Monday before week of the meeting, by Resolution. Workshop will be an open-ended discussion about where we are now; not about finger pointing or blame; regroup as a team and as a family. The goal is to get everyone on the same page (Council, Citizens, Staff). We need to communicate well and often to be successful.

1. Workshop to Discuss Policies, Procedures, Roles and Legislation.

Mayor Rasco opened the Workshop at 3:22P.

Important to focus on Comprehensive Plan to achieve goals. The more we can focus on policy and strong committees to carry out our vision, we will be our best Council. Staff, Council and Committees continue to take classes to learn and become better at what we do. (Mayor Rasco)

- i. Woodcreek is an aldermanic, Type A General Law City. (pg. 4), chartered in the '80s [1984].

Attention was brought to page 96 in the packet, Resolution 2021-12-22-01 that governs how Council operates. Not included [provided for] the packet is the Resolution to Add Location for Meetings.

NEW STAFF ITEM: Council would like ALL Resolutions added to City Website.

Discussion that the City Website needs an overhaul.

NEW STAFF ITEM: Council Member Hines would like a list of Staff Responsibilities.

- a) *Emails:* City Manager Rule stated that recipients listed on the "TO" line are expected to respond/take action and the "CC" line does not expect a response. He is creating a delineation of job duties, and will provide within the next month, a list of duties for the City Secretary and Office Admin/Receptionist. (all emails previously sent to both)

Files: Mayor Rasco mentioned that Staff is trying to organize many years of files from previous Staff [electronic and physical].

- b) Discussion of the triage of Council's "To Do" list for Staff, quarterly, with the first discussion to be held on March 14th. City Manager Rule suggested Council provide guidance for prioritizing tasks from Council, in addition to their own list. Mayor Rasco agreed. City Manager Rule stated he is in the process of reviewing the list that was submitted to him and updating it with the project/item status. Items supplied by Council will only be added with the consensus of the Council as a whole.

Council Member Hines asked if the items could be added to a Survey Monkey survey for Council Members to rank the importance, to save time in a workshop/meeting.

- c) Council Member Grummert asked about “Local Government Code 21.003 Members of Municipal Governing Bodies May Volunteer”.

Roger Gordon stated that if a volunteer opportunity is not funded by the City, then individuals can volunteer wherever we want. Don't need permission from the City to volunteer.

- ii. Council Member Hines expressed concern that soft deadlines aren't giving Staff enough time to prepare agendas. Mayor Rasco stated a full staff will help.

NEW STAFF ITEM:

Mayor Rasco would like Staff to send Council an invite in Outlook after every meeting is set.

Council Member Grummert referenced “Council Liaison 411” document in relation to when committees should provide agenda items.

NEW ITEM: Clarify language in the “Council Liaison 411” document.

NEW STAFF ITEM:

Policy for Advisory Boards direction, similar to the “Council Liaison 411” document.

City Manager Rule stated that he has informed all Advisory Boards that their agenda deadline for agenda items is the same as Council's, Monday before week of their meeting, and they have all been advised, but Staff does not always receive information.

NEW ITEM:

Chairs of Advisory Boards, moving forward, are to copy their liaison on agenda submissions to Staff, but not create the agenda.

- iii. (Covered in “ii”, above)
- iv. Discussion of who should write Resolutions, Ordinances, etc. Mayor Rasco expressed that we should use everyone in their respective positions. Purpose is to get our citizens what they need.

Mayor Pro Tem Pulley summarized that a simple fix in the Code could potentially be handled at Council level but as the complexity increases, Code should be sent to professionals. Everyone has an entrepreneurial spirit to fix things, but not necessarily the experience.

City Manager Rule said that Staff is bound to adhere to motions made by the Advisory Boards, but the City Administrator should have some type of authority to limit communications between Advisory Boards and Vendors as there are multiple communications to the vendors by members of the same Advisory Board(s).

Roger Gordon stated that Council Liaison Policy could be cleaned up before passed.

Additional discussion on how to create policies.

Mr. Gordon stated that there are several policy areas that can be revisited: agendas, tasking and funding.

Mr. Gordon stated that typically policies are defined by Resolutions.

Mayor Rasco made a suggestion to combine with the Liaison 411, as Body/Chair 411 document that becomes resolution that is the policy for how liaisons work with the Bodies and how everything works with the Council.

City Manager Rule summarized that there is a difference between policies and procedures. Procedures are internal details on how to perform a task. Policies would go in front of City Council. An Ordinance would be on the books for a long time; Resolutions are short-term laws; and then there are procedures, such as a Policy Manual.

Council Member Hines stated that her understanding from the discussions that Resolutions are actually needed for: Social Media Policy, Liaison Policy, and Fund Balance Policy.

City Manager Rule says that by doing this, it makes everything cleaner administratively. He restated that the need to go through the "To Do" lists.

Mayor Rasco closed the Workshop at 5:24P.

2. **Discuss and Take Possible Possible Action on Items Discussed During Workshop Session.**

Motion was made by Council Member Hines to add to the Communication Policy that we directed the City Attorney Mr. Gordon and City Manager Rule to write, I would like for them to create a broadened Communications Policy, to include the Social Media Policy, the existing 411 and add a portion for the Advisory Bodies. (2:24:04)

Motion was seconded by Council Member Grummert.

A roll call vote was held.

Voting Yea: Mayor Pro Tem Brent Pulley, Council Member Linnea Bailey,
Council Member Chrys Grummert, Council Member Hines

Motion Passed: 4-0-0.

ANNOUNCEMENTS

Mayor Rasco announced the prepared Proclamation.

Motion was made by Council Member Grummert that Council pass the Proclamation naming March 2023 as Woodcreek Emergency Preparedness Month. Motion was seconded by Council Member Hines.

A roll call vote was held.

Voting Yea: Council Member Bailey, Council Member Grummert, Council Member Hines, Mayor Pro Tem Pulley

Motion Passed: 4-0-0.

ADJOURN

Mayor Rasco Adjourned the Meeting at 6:27P.

Jeff Rasco, Mayor

Suzanne Mac Kenzie, City Secretary

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	12/31/2022	
				YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$ 1,373,668	\$ 1,415,051	\$ 1,126,565	1,126,565	
Revenues					
Ad Valorem Taxes	337,235	357,479	364,500	22,284	6.11%
Sales Taxes	95,923	89,871	81,200	21,607	26.61%
Franchise Fees	186,706	193,311	175,660	102,099	58.12%
Reimbursements	11,285	2,061	10,500	-	0.00%
Development Revenue	77,068	26,731	25,700	32,803	127.64%
Permits	1,630	2,013	1,600	95	5.94%
Other	31,016	22,608	14,000	13,665	97.61%
Total Revenues	740,863	694,074	673,160	192,553	28.60%
Other Funding Sources					
Fund Balance	-	288,485	236,950	-	0.00%
Total Other Funding Sources	-	288,485	236,950	-	0.00%
TOTAL RESOURCES	\$ 740,863	\$ 982,559	\$ 910,110	\$ 192,553	21.16%
Expenditures					
Personnel Services	233,781	245,621	208,600	32,056	15.37%
Office Expenses	40,399	36,865	39,300	11,999	30.53%
Professional Services	192,947	206,323	173,157	42,712	24.67%
Area Care & Maintenance	42,344	42,587	98,453	6,635	6.74%
Other Operating Expenses	26,356	30,864	28,800	13,492	46.85%
Utility Expenses	10,895	11,644	11,050	2,695	24.39%
Municipal Court	5,111	-	6,750	-	0.00%
Other	147,649	408,656	50,000	33,016	66.03%
Total Expenditures	699,481	982,560	616,110	142,604	23.15%
Other Financing Uses					
Transfer to Capital	-	-	294,000	-	0.00%
Total Other Financing Uses	-	-	294,000	-	0.00%
TOTAL EXPENDITURES	\$ 699,481	\$ 982,560	\$ 910,110	\$ 142,604	15.67%
ENDING FUND BALANCE	\$ 1,415,051	\$ 1,126,565	\$ 889,615	\$ 1,176,514	

**GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE**

				12/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
Ad Valorem Taxes					
Current	334,890	354,040	360,000	22,038	6.12%
Delinquent	2,345	3,439	4,500	246	5.47%
Penalty and Interest	-	-	-	-	
Total Ad Valorem Taxes	337,235	357,479	364,500	22,284	0.00%
Sales Taxes					
Sales Tax	94,412	88,478	80,000	21,291	26.61%
Mixed Beverage Tax	1,511	1,393	1,200	316	26.33%
Total Sales Taxes	95,923	89,871	81,200	21,607	26.61%
Franchise Fees					
Electric Franchise Fees	31,404	31,877	31,000	10,871	35.07%
Cable Franchise Fees	33,260	34,779	30,000	8,517	28.39%
Water Franchise Fees	99,351	100,581	90,000	75,628	84.03%
Solid Waste Franchise Fees	22,004	25,418	24,000	7,047	29.36%
Telephone Franchise Fees	186	157	160	36	22.50%
Golf Course Franchise Fees	500	500	500	-	0.00%
Total Franchise Fees	186,706	193,311	175,660	102,099	58.12%
Reimbursements					
Engineering	11,285	2,061	8,000	-	0.00%
Legal	-	-	2,500	-	0.00%
Admin	-	-	-	-	0.00%
Total Reimbursements	11,285	2,061	10,500	-	0.00%
Development Revenue					
New Home Permits - Residential	23,000	7,000	6,000	1,000	16.67%
Other Permit - Residential	14,129	8,198	7,000	2,550	36.43%
Inspections -Residential	22,214	8,299	7,000	4,834	69.06%
Commercial	3,250	3,234	500	-	0.00%
Other	725	-	200	-	0.00%
Subdivisions/Plats/Replats	13,750	-	5,000	24,419	488.38%
Total Development Revenue	77,068	26,731	25,700	32,803	127.64%
Permits					
Liquor License	1,310	1,388	1,250	-	0.00%
Sign Permits	320	625	350	95	27.14%
Total Permit Fees	1,630	2,013	1,600	95	5.94%

**GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE**

				12/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
Other					
Interest Income	1,259	9,339	2,500	13,612	544.48%
Miscellaneous	9,581	12,369	10,000	53	0.53%
Municipal Court Revenue	2,293	901	1,500	-	0.53%
TDEM DR - 4485	12,883	-	-	-	0.00%
Donations	5,000	-	-	-	0.00%
Total Other	31,016	22,608	14,000	13,665	97.61%
TOTAL REVENUES	\$ 740,863	\$ 694,074	\$ 673,160	\$ 192,553	28.60%

**GENERAL FUND
EXPENSES**

				12/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
PERSONNEL SERVICES					
Salaries	184,271	196,403	170,000	26,426	15.54%
Group Insurance	8,615	6,958	6,000	-	0.00%
Retirement Plan	19,409	21,562	18,100	2,947	16.28%
Worker Compensation		539	-	-	0.00%
Unemployment Insurance	601	918	1,100	5	0.45%
Social Security	14,885	14,591	13,400	2,095	15.63%
Car Allowance	6,000	4,650	-	583	0.00%
Total Personnel Services	233,781	245,621	208,600	32,056	15.37%
OFFICE EXPENSES					
City Hall Maintenance/Repair	4,040	2,545	2,000	362	18.10%
Cleaning	1,500	1,575	1,800	326	18.11%
IT Expenses	10,668	10,421	10,000	479	4.79%
Office Supplies	3,561	6,154	4,500	1,081	24.02%
Postage	2,025	2,312	3,000	727	24.23%
Printing	4,183	4,091	4,500	-	0.00%
Advertising	1,560	396	1,500	89	5.95%
Software/Subscriptions	12,861	9,370	12,000	8,935	74.46%
Total Supplies	40,399	36,865	39,300	11,999	30.53%
PROFESSIONAL SERVICES					
Audit Expense	9,896	11,990	12,000	-	0.00%
Codification	3,239	2,831	2,750	-	0.00%
Contract Labor	6,105		-	490	0.00%
Engineering	12,611	11,967	20,000	19,337	96.69%
Engineering Mapping	-	-	3,000	-	0.00%
Engineering Reimbursable	5,946	9,905	8,000	3,138	39.22%
Engineering - Street Projects	-	21,588	-	-	0.00%
Legal - General	23,985	26,370	20,000	5,500	27.50%
Legal - Reimbursable	2,980	3,380	2,500	2,500	100.00%
Legal - Litigation	46,368	7,520	5,000	-	0.00%
Legal - Special Cases	7,778	38,288	30,000	-	0.00%
Legal - Elected Body	-	10,270	5,000	-	0.00%
IT Services	13,804	13,262	15,500	1,067	6.88%
Accounting	13,383	16,160	25,000	5,985	23.94%
Law Enforcement	15,913	16,809	12,500	2,098	16.78%
AD Valorem Tax	3,824	4,100	4,407	932	21.15%
Building Inspections	27,114	11,110	7,000	1,665	23.79%
Code Compliance	-	774	500	-	0.00%
Total Contractual Services	192,947	206,323	173,157	42,712	24.67%

**GENERAL FUND
EXPENSES**

				12/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
AREA CARE & MAINTENANCE					
Deer Removal	825	1,650	1,750	675	38.57%
Mowing	575	2,625	2,750	475	17.27%
Oak Wilt Containment	-	3,085	15,000	-	0.00%
Greenspace Maintenance	3,342	-	6,000	1,750	29.17%
Landscape Maintenance	6,000	9,170	9,000	950	10.56%
Contract Services	703	-	-	-	0.00%
Parks & Playground Maintenance	-	-	13,453	-	0.00%
ROW Tree Trimming	15,150	945	11,000	-	0.00%
Holiday Decorations	1,693	262	500	101	20.20%
Street Maintenance	10,791	16,361	30,000	1,769	5.90%
Street Signs	1,726	5,496	6,000	119	1.98%
Equipment Maintenance	196	2,373	2,000	351	17.55%
Water Quality Testing - CCWPP	1,344	620	1,000	445	44.50%
Total Area Care/Maintenance	42,344	42,587	98,453	6,635	6.74%
OTHER OPERATING EXPENSES					
Dues/Memberships	2,436	2,411	1,750	180	10.29%
Election Expense	2,124	1,065	2,750	-	0.00%
TML Dues	591	591	600	632	105.33%
Meeting Expense	4,458	6,768	3,000	843	28.10%
Public Notices	1,690	1,195	1,200	4,347	362.25%
Travel/Vehicle Expense	1,253	4,743	2,000	102	5.12%
Elected Official Travel	-	667	500	-	0.00%
Training/Development - Elected Body	3,915	1,795	2,500	838	33.54%
Training/Development - Staff	3,272	2,729	4,000	15	0.38%
Training/Development - Boards	-	-	-	-	0.00%
Community Relations	3,204	4,846	7,000	1,441	20.59%
Insurance Risk Pool	3,413	4,053	3,500	5,093	145.52%
Total Other Operating Expenses	26,356	30,864	28,800	13,492	46.85%
UTILITY EXPENSES					
Electric - City Hall	1,809	1,972	2,100	419	19.95%
Water - City Hall	1,431	1,427	1,500	354	23.60%
Electric - Outdoor	1,281	1,318	1,350	359	26.59%
Water - Outdoor	1,620	1,615	1,600	390	24.38%
Internet/Phone	4,753	5,312	4,500	1,173	26.07%
Total Utility Expenses	10,895	11,644	11,050	2,695	24.39%

**GENERAL FUND
EXPENSES**

				12/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
MUNICIPAL COURT					
Judge	3,600	-	4,800	-	0.00%
Misc. Court Cost	150	-	150	-	0.00%
Prosecutor	880	-	1,500	-	0.00%
State Comptroller Costs	481	-	300	-	0.00%
Total Utility Expenses	5,111	-	6,750	-	0.00%
OTHER					
Contingency Reserve	-	-	50,000	-	0.00%
2023 Ice Storm	-	-	-	-	-
Projects	50,200	20,740	-	31,252	0.00%
Bond Issuance	-	-	-	1,764	0.00%
Woodcreek Dr Street Project	97,449	387,916	-	-	-
Other Expenses	147,649	408,656	50,000	33,016	66.03%
TOTAL EXPENSES	\$ 699,481	\$ 982,560	\$ 616,110	\$ 142,604	23.15%

**RESERVE FUND
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$168,375	\$168,375	
Revenues					
General Fund Transfers	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Other	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Transfer Out to General Fund	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 168,375	\$ 168,375	\$ 168,375	0%

**DEBT SERVICE
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$25,048	\$33,146	\$32,636	\$32,636	
Revenues					
Ad Valorem Taxes	215,651	216,085	224,793	13,298	5.92%
Total Revenue	215,651	216,085	224,793	13,298	5.92%
Other Funding Sources					
Transfers in from Other Funds	-	-	-	-	0.00%
Fund Balance	-	510	400	-	0.00%
Total Other Funding Sources	-	510	400	-	0.00%
TOTAL RESOURCES	\$ 215,651	\$ 216,595	\$ 225,193	\$ 13,298	5.91%
Expenditures					
Principal	195,000	207,000	219,000	-	0.00%
Interest	12,153	9,195	5,793	-	0.00%
Fees	400	400	400	-	0.00%
Total Expenditures	207,553	216,595	225,193	-	0.00%
Other Financing Uses					
Bond Refunding	-	-	-	-	0.00%
Total Other Financing Uses	-	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 207,553	\$ 216,595	\$ 225,193	\$ -	0.00%
ENDING FUND BALANCE	\$ 33,146	\$ 32,636	\$ 32,236	\$ 45,934	0.00%

ARP FUNDS
SUMMARY OF REVENUES AND EXPENSES

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$0	\$0	\$425,621	\$425,621	
Revenues					
ARP Funds	-	425,621	-		0.00%
Total Revenue	-	425,621	-	-	0.00%
Other Funding Sources					
Other Funding Sources	-	-	-	-	0.00%
Total Other Funding Sources	-	-	-	-	0.00%
TOTAL RESOURCES	\$ -	\$ 425,621	\$ -	\$ -	0.00%
Expenditures					
ARP Expenses	-	-	-	-	0.00%
Total Expenditures	-	-	-	-	0.00%
Other Financing Uses					
Transfer to Capital	-	-	425,621	-	0.00%
Total Other Financing Uses	-	-	425,621	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ -	\$ 425,621	\$ -	0.00%
ENDING FUND BALANCE	\$ -	\$ 425,621	\$ -	\$ 425,621	0.00%

**TREE FUND
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$4,754	\$4,754	
Revenues					
MC Technology Fees	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 4,754	\$ 4,754	\$ 4,754	0%

**COURT SECURITY
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$19	\$19	
Revenues					
MC Technology Fees	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 19	\$ 19	\$ 19	0%

**COURT TECHNOLOGY
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$26	\$26	
Revenues					
MC Technology Fees	-	-	-	-	-
Interest	-	-	-	-	-
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	-
Total Other Funding Sources	-	-	-	-	-
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	-
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	-
Total Other Financing Uses	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 26	\$ 26	\$ 26	0%

**PEG FUNDS
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$13,971	\$13,971	
Revenues					
Peg Funds	-	-	6,650	1,703	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	6,650	1,703	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ 6,650	\$ 1,703	0%
Expenditures					
PEG Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 13,971	\$ 20,621	\$ 15,675	0%

**CAPITAL FUND
SUMMARY OF REVENUES AND EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	0.00%
Funding Sources					
Revenue	-	-	-	-	0.00%
POSAC Grant	-	-	200,000	-	0.00%
CDBG Grant	-	-	-	-	
2023 GO Bonds	-	-	-	-	
Transfer In: General Fund	-	-	294,000	-	0.00%
Transfer In: ARP Fund	-	-	425,624	-	
Fund Balance	-	-	-	-	0.00%
Total Revenue	-	-	919,624	\$ -	0.00%
TOTAL RESOURCES	\$ -	\$ -	\$ 919,624	\$ -	0.00%
Expenditures					
Capital Expenditures	-	-	919,624	-	0.00%
Total Expenditures	-	-	919,624	-	0.00%
Other Financing Uses					
Other Expenses	-	-	-	-	0.00%
Total Other Financing Uses	-	-	-	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ -	\$ 919,624	\$ -	0.00%
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	0.00%

**CAPITAL FUND
EXPENSES**

	12/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
General Fund Capital					
Parks	-	-	267,000	-	-
<i>Creekside</i>	-	-	-	-	-
<i>Augusta</i>	-	-	-	-	-
<i>Triangle</i>	-	-	-	-	-
Chip Seal Road Project	-	-	227,000	-	-
Drainage Project (Westwood/Brrok hollow)	-	-	425,624	-	-
Roads - GO Bonds	-	-	-	-	-
Total General Fund Capital	-	-	919,624	-	-
TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ 919,624	\$ -	\$ -

Treasurer's Report
For the Period: October 2022 - December 2022

Item 3.

Percent Complete: 25%

	2022-2023			2021-2022			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Dec-22	Dec-21	Difference
Revenue									
2900 Accounting Info Needed	-	-	n/a	-	-	n/a	-	-	-
3000 Ad Valorem Tax Revenue	-	-	n/a	-	-	n/a	-	-	-
3000.01 Ad Valorem Tax	22,038	360,000	6%	20,615	349,000	6%	20,830	19,839	990
3000.02 Delinquent Ad Valorem Tax	246	4,500	5%	406	-	n/a	83	278	(195)
3000 Ad Valorem Tax Revenue	22,284	364,500	6%	21,021	349,000	6%	20,912	20,117	795
3005 State Sales Tax Revenue	21,291	80,000	27%	19,869	80,000	25%	6,521	6,535	(14)
3010 Mixed Beverage Tax & Fees Rev	316	1,200	26%	321	1,500	21%	111	102	9
3020 Electric Franchise Fee Revenue	10,871	31,000	35%	5,972	34,000	18%	-	-	-
3030 Cable Services Franchise Rev	8,517	30,000	28%	8,773	30,000	29%	-	-	-
3030.1 PEG - Cable Revenue	1,703	6,650	26%	1,749	6,000	29%	-	-	-
3030 Cable Services Franchise Rev	10,220	-		10,522	-	#DIV/0!	-	-	-
3040 Water Service Franchise Revenue	75,628	90,000	84%	71,221	100,000	71%	-	-	-
3050 Disposal Service Franchise Rev	7,047	24,000	29%	5,796	25,000	23%	-	-	-
3060 Telephone Franchise Revenue	36	160	23%	41	200	20%	-	-	-
3070 Golf Course Franchise Revenue	-	500	0%	-	500	0%	-	-	-
3080 Reimbursements	-	-	n/a	-	6,000	0%	-	-	-
3080.10 Engineerings	-	8,000	0%	88	-	n/a	-	88	(88)
3080.20 Legal	-	2,500	0%	-	-	n/a	-	-	-
3080.30 Admin	-	-	n/a	-	-	n/a	-	-	-
3080 Reimbursements	-	10,500	0%	88	6,000	1%	-	88	(88)
3090 Development Revenue	-	-	n/a	-	-	n/a	-	-	-
3090.01 Residential	-	-	n/a	-	-	n/a	-	-	-
3090.011 New Home Permits	1,000	6,000	17%	1,000	5,000	20%	-	-	-
3090.012 Other Permits	2,550	7,000	36%	3,707	11,000	34%	375	1,425	(1,050)
3090.013 Inspections	4,834	7,000	69%	4,801	17,000	28%	363	2,486	(2,123)
3090.02 Commercial	-	500	0%	3,234	5,000	65%	-	3,234	(3,234)
3090.03 Other	-	200	0%	-	80	0%	-	-	-
3090.031 Subdivisions/Plats/Re-Plats	24,419	5,000	488%	-	5,000	0%	-	-	-
Total 3090 Development Revenue	32,803	25,700	128%	12,742	43,080	30%	738	7,145	(6,407)
3093 Liquor License Revenue	-	1,250	0%	-	1,310	0%	-	-	-
3095 Sign Fees	95	350	27%	215	700	31%	-	-	-
4000 Interest Income	13,612	2,500	544%	165	1,000	17%	5,248	60	5,188
4010 Other Revenue	53	10,000	1%	1,320	700	189%	-	50	(50)
4010.1 Coupons	-	-	n/a	-	-	n/a	-	-	-
4010 Other Revenue	53	10,000	1%	1,320	700	189%	-	50	(50)
4015 Oak Wilt Containment	-	6,000	0%	-	-	n/a	-	-	-
4020 Municipal Court Revenue	-	1,500	0%	101	1,500	7%	-	-	-
4035 TDEM DR-4485 Revenue	-	-	n/a	212,600	-	n/a	-	-	-
4040 Donations Received	-	5,200	0%	-	6,180	0%	-	-	-
4040.02 Park Donations	2,500	500	500%	1,180	-	n/a	2,500	1,180	1,320
Total Donations Received	2,500	5,700	44%	1,180	6,180	19%	2,500	1,180	1,320
4050 General Fund Transfer	-	-	n/a	-	-	n/a	-	-	-
Billable Expenditure Revenue	-	-	n/a	-	-	n/a	-	-	-
Markup	-	-	n/a	-	-	n/a	-	-	-
Services	-	-	n/a	-	-	n/a	-	-	-
Shipping Revenue	-	-	n/a	-	-	n/a	-	-	-
Uncategorized Revenue	-	-	n/a	-	-	n/a	-	-	-
Total Revenue	196,756	691,510	28%	363,175	686,670	53%	36,030	35,277	754
Expenditures									
5000 Personnel Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	26,426	170,000	16%	52,399	208,500	25%	13,062	17,864	(4,801)
5000.02 Health Insurance Stipend	-	6,000	0%	2,154	8,600	25%	-	718	(718)
5000.03 City Manager Vehicle Reimbursm	583	-	n/a	1,500	6,000	25%	583	500	83
5000.05 Elected Official Pay	-	-	n/a	-	-	n/a	-	-	-
5000.20 Payroll Tax Expense	-	-	n/a	-	-	n/a	-	-	-
5000.21 FICA/OASDI	2,095	13,400	16%	4,133	16,410	25%	1,073	1,405	(332)
5000.22 Unemployment Insurance	5	1,100	0%	68	500	14%	5	-	5
5000.20 Payroll Tax Expense	2,100	14,500	14%	4,201	16,910	25%	1,078	1,405	(327)
5000.40 Retirement	2,947	18,100	16%	5,686	22,190	26%	1,489	1,937	(449)
Total 5000 Personnel Services	32,056	208,600	15%	65,940	262,200	25%	16,212	22,424	(6,211)
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	-	-	n/a	-	-	n/a	-	-	-
5500.10 City Hall Maintenance / Repairs	362	2,000	18%	201	4,000	5%	17	-	17
5500.20 Cleaning Costs	476	1,800	26%	375	1,500	25%	176	125	51
5500.30 IT & Radio Expenses	479	10,000	5%	10,346	15,000	69%	-	5,884	(5,884)
5500.40 Newsletter	-	-	n/a	-	-	n/a	-	-	-
5500.50 Office Supplies	1,081	4,500	24%	1,153	4,000	29%	646	578	68
5500.60 Postage & Shipping	727	3,000	24%	729	2,100	35%	21	300	(280)
5500.61 Printing & Reproduction	-	4,500	0%	1,075	4,000	27%	-	446	-

	2022-2023			2021-2022			Y/Y Monthly Comparison			Item 3.
	YTD	Budget	%	YTD	Budget	%	Dec-22	Dec-21	Diff	
5500.62 Printing Cost Newspaper	89	1,500	6%	-	2,000	0%	-	-	-	
5500.70 Storage Rental	-	-	n/a	-	-	n/a	-	-	-	
5500.80 Software & Subscriptions	8,935	12,000	74%	1,324	15,000	9%	2,201	921	1,280	
Total 5500 Office Expenses	12,150	39,300	31%	15,203	47,600	32%	3,060	8,254	(5,194)	
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-	
6000.01 Audit Expense	-	12,000	0%	-	12,000	0%	-	-	-	
6000.10 Codification	-	2,750	0%	-	4,000	0%	-	-	-	
6000.11 Contract Labor	490	-	n/a	-	6,500	0%	-	-	-	
6000.15 Engineering	19,337	20,000	97%	2,587	10,000	26%	-	999	(999)	
6000.16 Mapping	-	3,000	0%	-	-	n/a	-	-	-	
6000.17 Engineering Reimbursable	3,138	8,000		173	4,000		-	-	-	
6000.15 Engineering	22,474	31,000	72%	2,759	14,000	20%	-	999	(999)	
6000.20 Legal Expenses	3,120	-	n/a	-	-	n/a	-	-	-	
6000.21 General	2,380	20,000	12%	7,140	65,000	11%	2,380	4,300	(1,920)	
6000.22 Legal Reimbursable	2,500	2,500	100%	1,800	3,000	60%	2,500	-	2,500	
6000.23 Litigation	-	5,000	0%	6,500	15,000	43%	-	2,660	(2,660)	
6000.25 Special Cases	-	30,000	0%	3,630	22,000	17%	-	330	(330)	
6000.26 Elected Body Legal	-	5,000	0%	-	-	n/a	-	-	-	
6000.20 Legal Expenses	8,000	62,500	13%	19,070	105,000	18%	4,880	7,290	(2,410)	
6000.30 IT Services	1,067	15,500	7%	1,235	14,500	9%	-	-	-	
6000.40 Accounting	5,985	25,000	24%	3,640	15,000	24%	1,995	1,085	910	
6000.50 Law Enforcement	2,098	12,500	17%	-	8,160	0%	720	-	720	
Total 6000 Professional Services	40,114	161,250	25%	26,704	179,160	15%	7,595	9,373	(1,778)	
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-	
6500.01 Deer Removal	675	1,750	39%	675	1,000	68%	450	225	225	
6500.15 Mowing	475	2,750	17%	375	2,000	19%	-	375	(375)	
6500.20 Oak Wilt Containment	-	15,000	0%	-	15,000	0%	-	-	-	
6500.21 Greenspace Maintenance	1,750	6,000	29%	600	-	n/a	-	225	(225)	
6500.22 Landscape Maintenance	950	9,000	11%	2,260	10,000	23%	475	2,125	(1,650)	
6500.23 Contract Services	-	-	n/a	-	2,000	0%	-	-	-	
6500.24 Parks and Playground Maintenance	-	13,453	0%	-	30,000	0%	-	-	-	
6500.25 ROW Tree Trimming	-	11,000	0%	-	7,500	0%	-	-	-	
6500.26 Holiday Decorations	101	500	20%	388	2,000	19%	-	300	(300)	
6500.30 Street Maintenance	1,769	30,000	6%	4,586	20,000	23%	724	2,240	(1,516)	
6500.31 Street Signs	119	6,000	2%	374	4,000	9%	119	374	(255)	
6500.35 Storm Damage Reserve	-	-	n/a	-	1,000	0%	-	-	-	
6500.40 Tree Limb Pick-Up	-	-	n/a	-	-	n/a	-	-	-	
6500.50 Equipment Maintenance	351	2,000	18%	289	4,000	7%	-	110	(110)	
6500.60 Water Quality Testing CCWPP	445	1,000	45%	310	2,000	16%	135	-	135	
Total 6500 Area Care/Maintenance	6,635	98,453	7%	9,857	100,500	10%	1,903	5,974	(4,072)	
7000 Other Operating Expenses	-	-	n/a	-	-	n/a	-	-	-	
7000.01 Ad Valorem Tax Expense	932	4,407	21%	1,103	4,060	27%	932	1,103	(171)	
7000.02 Building Inspections	1,665	7,000	24%	4,215	12,550	34%	275	1,745	(1,470)	
7000.03 Code Compliance	-	500	0%	774	1,500	52%	-	-	-	
7000.04 Dues & Membership	180	2,500	7%	592	3,000	20%	-	255	(255)	
7000.05 Election Expense	-	2,000	0%	-	1,200	0%	-	-	-	
7000.06 TML Dues	1,264	600	211%	591	600	99%	632	-	632	
7000.10 Depreciation Expense	-	-	n/a	-	-	n/a	-	-	-	
7000.15 Meeting Expense	843	3,000	28%	321	5,000	6%	215	71	144	
7000.20 Public Notices	4,347	1,200	362%	347	3,000	12%	49	188	(138)	
7000.30 Travel & Vehicle Exp Reimb.	102	2,000	5%	4,175	5,000	83%	-	1,155	(1,155)	
7000.31 Elected Official Travel	-	500	0%	-	2,000	0%	-	-	-	
7000.40 Training & Prof Development	-	-	n/a	-	-	n/a	-	-	-	
7000.41 Elected Body	838	2,500	34%	525	2,500	21%	55	175	(120)	
7000.42 Staff	15	4,000	0%	2,860	5,000	57%	-	-	-	
7000.50 Community Relations	1,441	7,000	21%	1,415	6,000	24%	209	856	(647)	
Total 7000 Other Operating Expenses	11,629	37,207	31%	16,917	51,410	33%	2,367	5,548	(3,180)	
7500 Utilities	-	-	n/a	-	-	n/a	-	-	-	
7500.10 City Hall Utilities	-	-	n/a	-	3,500	0%	-	-	-	
7500.11 Electric	419	2,100	20%	458	-	n/a	123	108	15	
7500.12 Water	354	1,500	24%	363	-	n/a	119	243	(124)	
7500.10 City Hall Utilities	773	3,600	21%	820	3,500	23%	242	351	(109)	
7500.20 Outdoor Utilities	-	-	n/a	-	4,250	0%	-	-	-	
7500.21 Electric	359	1,350	27%	306	-	n/a	120	89	31	
7500.22 Water	390	1,600	24%	410	-	n/a	129	278	(148)	
7500.20 Outdoor Utilities	749	2,950	25%	716	4,250	17%	249	367	(117)	
7500.30 Telephone & Internet	1,173	4,500	26%	1,356	6,200	22%	379	447	(68)	
Total 7500 Utilities	2,696	11,050	24%	2,893	13,950	21%	871	1,165	(294)	
7600 Insurance	-	3,500	0%	4,592	-	n/a	-	-	-	
6010 Health Insurance (deleted)	-	-	n/a	-	-	n/a	-	-	-	
7600.01 TML Insurance	5,093	200	2547%	-	4,600	0%	-	-	-	
7600 Insurance	5,093	3,700	138%	4,592	4,600	100%	-	-	0%	
7700 TDEM DR-4485 Expenditures	-	-	n/a	-	-	n/a	-	-	-	
8020 Municipal Court Costs	-	-	n/a	-	-	n/a	-	-	-	
8020.20 MC Judge	-	4,800	0%	600	3,600	17%	-	-	-	
8020.25 Misc. Court Costs	-	150	0%	-	2,500	0%	-	-	-	

	2022-2023			2021-2022			Y/Y Monthly Comparison			Item 3.
	YTD	Budget	%	YTD	Budget	%	Dec-22	Dec-21	Diff	
8020.30 Prosecutor	-	1,500	0%	2,540	3,000	85%	-	1,580	(1,580)	
8020.35 Court Bailiff	-	-	n/a	-	750	0%	-	-	-	
8020.40 State Comptroller Costs	-	300	0%	(101)	700	-14%	-	(101)	101	
8020.41 Supplies	-	-	n/a	67	200	34%	-	4	(4)	
8020.60 Public Safety	-	-	n/a	-	-	n/a	-	-	-	
Total 8020 Municipal Court Costs	-	6,750	0%	3,106	10,750	29%	-	1,483	(1,483)	
8900 Miscellaneous	-	75,200	0%	-	120,650	0%	-	-	-	
8900.10 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-	
8900.20 Contingency Reserve	-	50,000	0%	-	50,000	0%	-	-	-	
8900.30 Projects	31,252	-	n/a	7,883	-	n/a	-	180	(180)	
8900.40 Engineering Services – Street Projects	-	-	n/a	14,589	15,000	97%	-	9,000	(9,000)	
Total 8900 Miscellaneous	31,252	125,200	25%	22,471	185,650	12%	-	9,180	(9,180)	
9077 General Fund Accrual	-	-	n/a	-	(169,150)	0%	-	-	-	
Unapplied Cash Bill Payment Expenditure	-	-	n/a	-	-	n/a	-	-	-	
Uncategorized Expenditure	-	-	-	-	-	-	-	-	-	
Total Expenditures	141,624	691,510	20%	167,684	686,670	24%	32,007	63,401	(31,394)	
Net Operating Revenue	55,132	-	n/a	195,490	-	n/a	4,023	(28,124)	32,147	
Other Revenue	-	-	-	-	-	-	-	-	-	
4019 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-	
9810.01 Sinking Fund Revenue	13,298	224,793	6%	12,747	-	n/a	12,472	12,166	306	
8500 Capital Improvement Income	-	227,000	0%	-	-	n/a	-	-	-	
Total Other Revenue	13,298	451,793	3%	12,747	-	n/a	12,472	12,166	306	
Other Expenditures	-	-	-	-	-	-	-	-	-	
8500.25 Capital Improvement Expense	-	-	n/a	-	-	n/a	-	-	-	
9001 Capital Lease Principal	-	-	n/a	-	-	n/a	-	-	-	
9002 Interest on Capital Lease	-	-	n/a	-	-	n/a	-	-	-	
9005 Bond Interest Paid	-	-	n/a	-	-	n/a	-	-	-	
9006 Bond Costs of Issuance	1,764	-	n/a	-	-	n/a	1,764	-	1,764	
9800.01 Capital Expenditures - CY	-	-	n/a	-	-	n/a	-	-	-	
9800.1 Capital Project Expenditures - FY	-	227,000	0%	-	-	n/a	-	-	-	
9800.11 2017 Street Improvements	-	-	n/a	-	-	n/a	-	-	-	
9800.12 2017 Street Improvements Legal	-	-	n/a	-	-	n/a	-	-	-	
9800.13 2021 Street Improvements	-	-	n/a	368,520	-	n/a	-	368,520	(368,520)	
9810.02 Sinking Fund Interest & Fees	-	5,793	0%	-	-	n/a	-	-	-	
9810.03 Sinking Fund Principal	-	219,000	0%	-	-	n/a	-	-	-	
9800.02 Other Miscellaneous Expenditure	-	-	n/a	(391,239)	-	n/a	-	(378,519)	378,519	
9888 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-	
Total Other Expenditures	1,764	451,793	0%	(22,719)	-	n/a	1,764	(9,999)	11,763	
Net Other Revenue	11,534	-	n/a	35,466	-	n/a	10,708	22,165	(11,457)	
Net Revenue	66,666	-	n/a	230,956	-	n/a	14,731	(5,960)	20,690	

The City of Woodcreek

Item 3.

Statement of Financial Position

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1003.1 Municipal Court Petty Cash	100.00
1007 TX Regional 061, Operating	698,331.34
1007.1 Tree Fund	4,753.66
1007.2 Parks Fund	3,679.54
1007.5 Municipal Court Funds In Operating Account	0.00
1007.51 MC General Fund	22,082.44
1007.52 MC Security Fund	19.45
1007.53 MC Tech Fund	25.88
Total 1007.5 Municipal Court Funds In Operating Account	22,127.77
Total 1007 TX Regional 061, Operating	728,892.31
1008 TX Regional 053, Investment	0.00
1008.2 PEG Funds	14,083.32
1008.3 Reserve Funds	167,762.84
1008.4 American Rescue Act Funds	215,590.56
Total 1008 TX Regional 053, Investment	397,436.72
1009 TX Regional 095, Road Reserve Funds	148.57
1011 TX Regional 819, Payroll Account	10,000.00
1020 Investment Account - Class 0001	485,913.92
Total Bank Accounts	\$1,622,491.52
Other Current Assets	
1120 Delinquent Taxes Receivable (CPA)	9,191.35
1120.01 1120.01-CPA Debt Service	3,634.21
1121 Allowance for Uncollectible (CPA)	-1,378.65
1121.01 1121.01-CPA Debt Service	-545.58
1124 Sales Tax Receivable (CPA)	13,189.82
1150 Due From Capital Project Funds To Operating	167,425.08
Total Other Current Assets	\$191,516.23
Total Current Assets	\$1,814,007.75
Fixed Assets	
1200 Office Furniture / Equipment	35,704.46
1225 Land	37,850.00
1226 Building & Improvements	130,602.00
1226.1 Cedar Fence/Enclosure (in svc 10/21/21)	7,702.50
1227 Street Pavement 2013	144,126.00
1228 Street Improvements 2017	1,489,691.00
1229 Street Improvements 2021	409,930.76
1231 Storage Building	9,055.00
1235.1 Kawasaki Mule 2016	7,840.64

1240 Accumulated Depreciation - All	-195,372.00
Total Fixed Assets	\$2,077,130.36
Other Assets	
1250 Deferred Revenue (CPA)	-7,813.11
1250.01 1250.01-CPA Debt Service	-3,088.63
1599 1599-CPA Due From General Fund	25,047.75
Total Other Assets	\$14,146.01
TOTAL ASSETS	\$3,905,284.12
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
1900.5 Accounts Payable (Auditor Adjustments)	19,168.60
2021 Accrued Wages Payable (Audit Adjs CPA)	9,176.37
2030 TMRS Payable	2,443.95
2400 Due To Operating From Capital Project Funds	167,425.08
2599 2599-CPA Due To Debt Service Fund	25,047.75
Total Other Current Liabilities	\$223,261.75
Total Current Liabilities	\$223,261.75
Total Liabilities	\$223,261.75
Equity	
9997 Net Investment In Capital Assets	144,132.96
9998 Opening Balance Equity	333,537.47
9999 Retained Earnings	3,120,511.49
9999-debtscvcpa Retained Earnings Debt Svc Audit CPA	17,174.31
Net Revenue	66,666.14
Total Equity	\$3,682,022.37
TOTAL LIABILITIES AND EQUITY	\$3,905,284.12

CITY OF WOODCREEK, TEXAS
Quarterly Inventory Report
As of 12/31/22

Item 3.

Purchase Date	Security	Coupon or Avg Rate	Maturity Date	Par	Days to Maturity	Beginning Book	Beginning Market	Ending Book	Ending Market	Period Earnings
Bank Checking Accounts										
10/01/22	TX Regional Bank 061 Operating	3.21%	01/01/23	n/a	1	677,247.89	677,247.89	730,220.72	730,220.72	5,818.02
10/01/22	TX Regional Bank 819 Payroll	0.00%	01/01/23			10,000.00	10,000.00	10,000.00	10,000.00	0.00
Subtotal Bank Accounts						687,247.89	687,247.89	740,220.72	740,220.72	5,818.02
Bank CD										
Subtotal CDs						0.00	0.00	0.00	0.00	0.00
Investments										
10/01/22	Texas Class	3.80%	01/01/23	n/a	1	481,283.09	481,283.09	485,913.92	485,913.92	4,630.83
10/01/22	TX Regional Bank 053 Reserves	3.21%	01/01/23	n/a	1	394,275.05	394,275.05	397,436.72	397,436.72	3,161.67
10/01/22	TX Regional Bank 095 Construction	3.23%	01/01/23	n/a	1	147.38	147.38	148.27	148.27	1.19
TOTALS						1,562,953.41	1,562,953.41	1,623,719.63	1,623,719.63	13,611.71

Average Weighted Maturity	1 days
Weighted Average Interest Rate, All Funds	3.37%

This quarterly report has been prepared in compliance with the Public Funds Investment Act and the City's Investment Policy.



Kevin Rule, City Manager

**The City of Woodcreek
Transaction Report
December 2022**

Date	Name	Memo/Description	Amount
12/01/2022			
2	HEB	Supplies	-107.04
12/01/2022			
2	Atteign LLC	Monthly accounting services	-1,995.00
12/01/2022			
2	Atteign LLC	Monthly software and payroll processing subscriptions	-150.50
12/02/2022			
2	Amazon	Robert's Rules Of Order SparkNotes	-34.65
12/05/2022			
2	Sean Rawlings	Hours Nov 16 - 30	-342.00
12/05/2022			
2	Payroll Account	Automatic transfer to payroll clearing to cover payroll costs.	-4,255.30
12/05/2022			
2	HOT IT	IT such as Premium packages, Office 365, Backup software & storage, Email security t	-1,083.60
12/05/2022			
2	Hill Country Trophy	Office supplies	-16.00
12/05/2022			
2	Garrett Allen	Deer removal	-75.00
12/05/2022			
2	ATS Engineers	Inspection fees	-275.00
12/05/2022			
2	A to Z Copy & Print, LLC	Printing services	-345.00
12/05/2022			
2	The Wymore Law Firm, PLLC	Legal services	-2,380.00
12/05/2022			
2	Landscape Business Services, LL	Landscaping services	-475.00
12/06/2022			
2	Ace Hardware	City Christmas tree lights & stakes	-101.14
12/06/2022			
2	TMRS	TMRS PAYROLL 1526	-1,310.25
12/07/2022			
2	HEB	[City Sec note on receipt: 5500.20 Cleaning Costs]	-19.40
12/08/2022			
2	Law Office of Roger Gordon	Memo: Attorney Fee "The Oaks"	-2,500.00
12/08/2022			
2	Office Depot	Voice recorder [City Secretary's note on receipt: 7000.15 Meeting Expense]	-86.59
12/09/2022			
2	Zoom Video Communications	Zoom One Pro Monthly	-15.98
12/09/2022			
2	United States Postal Service	Certified mail fee	-7.85
12/10/2022			
2	PEC - Utilities	Monthly electric payment 3 meters (City Hall, Entrance, Brookhollow)	-243.34
12/11/2022			
2	San Marcos Daily Record	RA1906 - Public notices	-1,813.16
12/11/2022			
2	Centex Backflow	Recertify backflow preventer; submit report to Aqua	-135.00
12/11/2022			
2	Hill Country Trophy	Office supplies	-24.00
12/11/2022			
2	Garrett Allen	Deer removal	-300.00
12/12/2022			
2	Dollar General	legal pads, etc.	-20.07
12/13/2022			
2	HEB	[City Secretary's note on receipt: 5500.20 Cleaning Costs City Hall]	-9.92
12/14/2022			
2	HEB	Supplies & Refreshments for Meet-and-Greet City Mgr	-9.88
12/14/2022			
2	Amazon	Notepads, binders, tape, notebook	-82.01
12/14/2022			
2	Amazon	Binder panel	-29.72
12/14/2022			
2	Adobe	Acrobat pro subscription, 3 licenses	-934.89
12/15/2022			
2	United States Postal Service	Package mailing	-12.65

12/15/2022			
2	Amazon	Business Prime Essentials - Membership Fee	-179.00
12/16/2022			
2	HEB	Refreshments Meet-and-Greet City Mgr	-63.80
12/18/2022			
2	Sherry Rogers	Monthly payment for office cleaning services	-150.00
12/20/2022			
2	Alyssa Marley	Traffic enforcement	-200.00
12/20/2022			
2	Garrett Allen	Deer removal	-75.00
12/20/2022			
2	Hays Central Appraisal District	WOO	-931.99
12/20/2022			
2	Hays County Traffic Enforcement	Traffic enforcement	-120.00
12/20/2022			
2	Pathmark Traffic Equipment, LLC	2 custom signs	-119.00
12/20/2022			
2	Sean Rawlings	Hours 12/1 - 12/15	-381.60
12/20/2022			
2	Verizon	Acct # 842103446-00001 Monthly - internet access for computer	-166.42
12/20/2022			
2	ODP Business Solutions LLC	Office supplies	-134.67
12/20/2022			
2	Pat Rawlings	Reimb for yellow mason sand	-28.98
12/20/2022			
2	TML Administrative Services (Ann City's share of cost of League services for period 2023-02-01 to 2024-01-31		-632.00
12/20/2022			
2	Hill Country Springs	Drinking water 014081	-21.99
12/20/2022			
2	Payroll Account	Automatic transfer to payroll clearing to cover payroll costs.	-9,512.97
12/20/2022			
2	Adam Halstead	Traffic enforcement	-400.00
12/22/2022			
2	Ace Hardware	Faucet covers for City Hall	-17.30
12/22/2022			
2	Amazon	Dividers, City Sec note "7000.41 Training Materials"	-20.33
12/23/2022			
2	Amazon	Wall calendar, file folders, binders	-90.16
12/27/2022			
2	AquaTexas, Inc.	Water bill payment (Par View)	-42.92
12/27/2022			
2	Spectrum Business	Cable service	-212.45
12/27/2022			
2	AquaTexas, Inc.	Water bill payment (City Hall)	-118.82
12/27/2022			
2	AquaTexas, Inc.	Water bill payment (Brookhollow & Woodcreek)	-42.92
12/27/2022			
2	AquaTexas, Inc.	Water bill payment (Gatehouse)	-43.65
TOTAL			<u>-\$ 32,895.91</u>

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	1/31/2022	
				YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$ 1,373,668	\$ 1,415,051	\$ 1,126,565	1,126,565	
Revenues					
Ad Valorem Taxes	337,235	357,479	364,500	199,354	54.69%
Sales Taxes	95,923	89,871	81,200	29,288	36.07%
Franchise Fees	186,706	193,311	175,660	127,167	72.39%
Reimbursements	11,285	2,061	10,500	-	0.00%
Development Revenue	77,068	26,731	25,700	35,334	137.49%
Permits	1,630	2,013	1,600	95	5.94%
Other	31,016	22,608	14,000	20,383	145.59%
Total Revenues	740,863	694,074	673,160	411,621	61.15%
Other Funding Sources					
Fund Balance	-	288,485	236,950	-	0.00%
Total Other Funding Sources	-	288,485	236,950	-	0.00%
TOTAL RESOURCES	\$ 740,863	\$ 982,559	\$ 910,110	\$ 411,621	45.23%
Expenditures					
Personnel Services	233,781	245,621	208,600	51,452	24.67%
Office Expenses	40,399	36,865	39,300	21,621	55.02%
Professional Services	192,947	206,323	173,157	81,791	47.24%
Area Care & Maintenance	42,344	42,587	98,453	11,003	11.18%
Other Operating Expenses	26,356	30,864	28,800	14,530	50.45%
Utility Expenses	10,895	11,644	11,050	3,576	32.36%
Municipal Court	5,111	-	6,750	100	1.48%
Other	147,649	408,656	50,000	31,252	62.50%
Total Expenditures	699,481	982,560	616,110	215,325	34.95%
Other Financing Uses					
Transfer to Capital	-	-	294,000	-	0.00%
Total Other Financing Uses	-	-	294,000	-	0.00%
TOTAL EXPENDITURES	\$ 699,481	\$ 982,560	\$ 910,110	\$ 215,325	23.66%
ENDING FUND BALANCE	\$ 1,415,051	\$ 1,126,565	\$ 889,615	\$ 1,322,861	

**GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE**

				1/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
Ad Valorem Taxes					
Current	334,890	354,040	360,000	198,782	55.22%
Delinquent	2,345	3,439	4,500	573	12.73%
Penalty and Interest	-	-	-	-	
Total Ad Valorem Taxes	337,235	357,479	364,500	199,354	0.00%
Sales Taxes					
Sales Tax	94,412	88,478	80,000	28,914	36.14%
Mixed Beverage Tax	1,511	1,393	1,200	374	31.18%
Total Sales Taxes	95,923	89,871	81,200	29,288	36.07%
Franchise Fees					
Electric Franchise Fees	31,404	31,877	31,000	18,837	60.76%
Cable Franchise Fees	33,260	34,779	30,000	8,517	28.39%
Water Franchise Fees	99,351	100,581	90,000	85,356	94.84%
Solid Waste Franchise Fees	22,004	25,418	24,000	14,421	60.09%
Telephone Franchise Fees	186	157	160	36	22.68%
Golf Course Franchise Fees	500	500	500	-	0.00%
Total Franchise Fees	186,706	193,311	175,660	127,167	72.39%
Reimbursements					
Engineering	11,285	2,061	8,000	-	0.00%
Legal	-	-	2,500	-	0.00%
Admin	-	-	-	-	0.00%
Total Reimbursements	11,285	2,061	10,500	-	0.00%
Development Revenue					
New Home Permits - Residential	23,000	7,000	6,000	1,000	16.67%
Other Permit - Residential	14,129	8,198	7,000	2,918	41.69%
Inspections -Residential	22,214	8,299	7,000	5,454	77.91%
Commercial	3,250	3,234	500	-	0.00%
Other	725	-	200	-	0.00%
Subdivisions/Plats/Replats	13,750	-	5,000	25,962	519.24%
Total Development Revenue	77,068	26,731	25,700	35,334	137.49%
Permits					
Liquor License	1,310	1,388	1,250	-	0.00%
Sign Permits	320	625	350	95	27.14%
Total Permit Fees	1,630	2,013	1,600	95	5.94%

**GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE**

				1/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
Other					
Interest Income	1,259	9,339	2,500	20,330	813.19%
Miscellaneous	9,581	12,369	10,000	53	0.53%
Municipal Court Revenue	2,293	901	1,500	-	0.53%
TDEM DR - 4485	12,883	-	-	-	0.00%
Donations	5,000	-	-	-	0.00%
Total Other	31,016	22,608	14,000	20,383	145.59%
TOTAL REVENUES	\$ 740,863	\$ 694,074	\$ 673,160	\$ 411,621	61.15%

**GENERAL FUND
EXPENSES**

				1/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
PERSONNEL SERVICES					
Salaries	184,271	196,403	170,000	41,813	24.60%
Group Insurance	8,615	6,958	6,000	-	0.00%
Retirement Plan	19,409	21,562	18,100	4,555	25.16%
Worker Compensation		539	-	-	0.00%
Unemployment Insurance	601	918	1,100	21	1.91%
Social Security	14,885	14,591	13,400	3,358	25.06%
Car Allowance	6,000	4,650	-	1,705	0.00%
Total Personnel Services	233,781	245,621	208,600	51,452	24.67%
OFFICE EXPENSES					
City Hall Maintenance/Repair	4,040	2,545	2,000	2,346	117.29%
Cleaning	1,500	1,575	1,800	476	26.42%
IT Expenses	10,668	10,421	10,000	479	4.79%
Office Supplies	3,561	6,154	4,500	1,598	35.50%
Postage	2,025	2,312	3,000	915	30.50%
Printing	4,183	4,091	4,500	-	0.00%
Advertising	1,560	396	1,500	89	5.95%
Software/Subscriptions	12,861	9,370	12,000	15,719	130.99%
Total Supplies	40,399	36,865	39,300	21,621	55.02%
PROFESSIONAL SERVICES					
Audit Expense	9,896	11,990	12,000	-	0.00%
Codification	3,239	2,831	2,750	-	0.00%
Contract Labor	6,105		-	1,365	0.00%
Engineering	12,611	11,967	20,000	19,337	96.68%
Engineering Mapping	-	-	3,000	-	0.00%
Engineering Reimbursable	5,946	9,905	8,000	3,138	39.22%
Engineering - Street Projects	-	21,588	-	31,252	0.00%
Legal - General	23,985	26,370	20,000	5,920	29.60%
Legal - Reimbursable	2,980	3,380	2,500	2,500	100.00%
Legal - Litigation	46,368	7,520	5,000	-	0.00%
Legal - Special Cases	7,778	38,288	30,000	3,295	10.98%
Legal - Elected Body	-	10,270	5,000	-	0.00%
IT Services	13,804	13,262	15,500	1,201	7.75%
Accounting	13,383	16,160	25,000	7,980	31.92%
Law Enforcement	15,913	16,809	12,500	3,058	24.46%
AD Valorem Tax	3,824	4,100	4,407	932	21.15%
Building Inspections	27,114	11,110	7,000	1,815	25.93%
Code Compliance	-	774	500	-	0.00%
Total Contractual Services	192,947	206,323	173,157	81,791	47.24%

**GENERAL FUND
EXPENSES**

				1/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
AREA CARE & MAINTENANCE					
Deer Removal	825	1,650	1,750	975	55.71%
Mowing	575	2,625	2,750	475	17.27%
Oak Wilt Containment	-	3,085	15,000	-	0.00%
Greenspace Maintenance	3,342	-	6,000	2,391	39.84%
Landscape Maintenance	6,000	9,170	9,000	1,425	15.83%
Contract Services	703	-	-	-	0.00%
Parks & Playground Maintenance	-	-	13,453	-	0.00%
ROW Tree Trimming	15,150	945	11,000	-	0.00%
Holiday Decorations	1,693	262	500	650	130.00%
Street Maintenance	10,791	16,361	30,000	3,838	12.79%
Street Signs	1,726	5,496	6,000	119	1.98%
Equipment Maintenance	196	2,373	2,000	362	18.08%
Water Quality Testing - CCWPP	1,344	620	1,000	769	76.90%
Total Area Care/Maintenance	42,344	42,587	98,453	11,003	11.18%
OTHER OPERATING EXPENSES					
Dues/Memeberships	2,436	2,411	1,750	415	23.74%
Election Expense	2,124	1,065	2,750	-	0.00%
TML Dues	591	591	600	632	105.33%
Meeting Expense	4,458	6,768	3,000	907	30.24%
Public Notices	1,690	1,195	1,200	4,535	377.96%
Travel/Vehicle Expense	1,253	4,743	2,000	102	5.12%
Elected Official Travel	-	667	500	-	0.00%
Training/Development - Elected Body	3,915	1,795	2,500	838	33.54%
Training/Development - Staff	3,272	2,729	4,000	15	0.38%
Training/Development - Boards	-	-	-	50	0.00%
Community Relations	3,204	4,846	7,000	1,941	27.73%
Insurance Risk Pool	3,413	4,053	3,500	5,093	145.52%
Total Other Operating Expenses	26,356	30,864	28,800	14,530	50.45%
UTILITY EXPENSES					
Electric - City Hall	1,809	1,972	2,100	562	26.79%
Water - City Hall	1,431	1,427	1,500	473	31.53%
Electric - Outdoor	1,281	1,318	1,350	468	34.63%
Water - Outdoor	1,620	1,615	1,600	521	32.56%
Internet/Phone	4,753	5,312	4,500	1,552	34.49%
Total Utility Expenses	10,895	11,644	11,050	3,576	32.36%

**GENERAL FUND
EXPENSES**

				1/31/2022	
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
MUNICIPAL COURT					
Judge	3,600	-	4,800	-	0.00%
Misc. Court Cost	150	-	150	100	66.67%
Prosecutor	880	-	1,500	-	0.00%
State Comptroller Costs	481	-	300	-	0.00%
Total Utility Expenses	5,111	-	6,750	100	1.48%
OTHER					
Contingency Reserve	-	-	50,000	-	0.00%
2023 Ice Storm	-	-	-	-	-
Projects	50,200	20,740	-	31,252	0.00%
Bond Issuance	-	-	-	-	0.00%
Woodcreek Dr Street Project	97,449	387,916	-	-	-
Other Expenses	147,649	408,656	50,000	31,252	62.50%
TOTAL EXPENSES	\$ 699,481	\$ 982,560	\$ 616,110	\$ 215,325	34.95%

**RESERVE FUND
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$168,375	\$168,375	
Revenues					
General Fund Transfers	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Other	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Transfer Out to General Fund	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 168,375	\$ 168,375	\$ 168,375	0%

**DEBT SERVICE
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$25,048	\$33,146	\$32,636	\$32,636	
Revenues					
Ad Valorem Taxes	215,651	216,085	224,793	118,900	52.89%
Total Revenue	215,651	216,085	224,793	118,900	52.89%
Other Funding Sources					
Transfers in from Other Funds	-	-	-	-	0.00%
Fund Balance	-	510	400	-	0.00%
Total Other Funding Sources	-	510	400	-	0.00%
TOTAL RESOURCES	\$ 215,651	\$ 216,595	\$ 225,193	\$ 118,900	52.80%
Expenditures					
Principal	195,000	207,000	219,000	219,000	0.00%
Interest	12,153	9,195	5,793	3,811	0.00%
Fees	400	400	400	-	0.00%
Total Expenditures	207,553	216,595	225,193	222,811	0.00%
Other Financing Uses					
Bond Refunding	-	-	-	-	0.00%
Total Other Financing Uses	-	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 207,553	\$ 216,595	\$ 225,193	\$ 222,811	0.00%
ENDING FUND BALANCE	\$ 33,146	\$ 32,636	\$ 32,236	\$ (71,275)	0.00%

ARP FUNDS
SUMMARY OF REVENUES AND EXPENSES

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$0	\$0	\$425,621	\$425,621	
Revenues					
ARP Funds	-	425,621	-		0.00%
Total Revenue	-	425,621	-	-	0.00%
Other Funding Sources					
Other Funding Sources	-	-	-	-	0.00%
Total Other Funding Sources	-	-	-	-	0.00%
TOTAL RESOURCES	\$ -	\$ 425,621	\$ -	\$ -	0.00%
Expenditures					
ARP Expenses	-	-	-	-	0.00%
Total Expenditures	-	-	-	-	0.00%
Other Financing Uses					
Transfer to Capital	-	-	425,621	-	0.00%
Total Other Financing Uses	-	-	425,621	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ -	\$ 425,621	\$ -	0.00%
ENDING FUND BALANCE	\$ -	\$ 425,621	\$ -	\$ 425,621	0.00%

**TREE FUND
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$4,754	\$4,754	
Revenues					
MC Technology Fees	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 4,754	\$ 4,754	\$ 4,754	0%

**COURT SECURITY
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$19	\$19	
Revenues					
MC Technology Fees	-	-	-	-	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 19	\$ 19	\$ 19	0%

**COURT TECHNOLOGY
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$26	\$26	
Revenues					
MC Technology Fees	-	-	-	-	-
Interest	-	-	-	-	-
Total Revenue	-	-	-	-	0%
Other Funding Sources					
Fund Balance	-	-	-	-	-
Total Other Funding Sources	-	-	-	-	-
TOTAL RESOURCES	\$ -	\$ -	\$ -	\$ -	0%
Expenditures					
Technology Expense	-	-	-	-	-
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	-
Total Other Financing Uses	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 26	\$ 26	\$ 26	0%

PEG FUNDS
SUMMARY OF REVENUES AND EXPENSES

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE			\$13,971	\$13,971	
Revenues					
Peg Funds	-	-	6,650	1,703	0%
Interest	-	-	-	-	0%
Total Revenue	-	-	6,650	1,703	0%
Other Funding Sources					
Fund Balance	-	-	-	-	0%
Total Other Funding Sources	-	-	-	-	0%
TOTAL RESOURCES	\$ -	\$ -	\$ 6,650	\$ 1,703	0%
Expenditures					
PEG Expense	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
Other Financing Uses					
Transfer to Capital	-	-	-	-	0%
Total Other Financing Uses	-	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	0%
ENDING FUND BALANCE	\$ -	\$ 13,971	\$ 20,621	\$ 15,675	0%

**CAPITAL FUND
SUMMARY OF REVENUES AND EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	0.00%
Funding Sources					
Revenue	-	-	-	-	0.00%
POSAC Grant	-	-	200,000	200,000	100.00%
CDBG Grant	-	-	-	-	
2023 GO Bonds	-	-	-	-	
Transfer In: General Fund	-	-	294,000	-	0.00%
Transfer In: ARP Fund	-	-	425,624	-	
Fund Balance	-	-	-	-	0.00%
Total Revenue	-	-	919,624	\$ 200,000	21.75%
TOTAL RESOURCES	\$ -	\$ -	\$ 919,624	\$ 200,000	21.75%
Expenditures					
Capital Expenditures	-	-	919,624	-	0.00%
Total Expenditures	-	-	919,624	-	0.00%
Other Financing Uses					
Other Expenses	-	-	-	-	0.00%
Total Other Financing Uses	-	-	-	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ -	\$ 919,624	\$ -	0.00%
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 200,000	0.00%

**CAPITAL FUND
EXPENSES**

	1/31/2022				
	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	YTD 2022-2023	% of BUDGET
General Fund Capital					
Parks	-	-	267,000	-	-
<i>Creekside</i>	-	-	-	-	-
<i>Augusta</i>	-	-	-	-	-
<i>Triangle</i>	-	-	-	-	-
Chip Seal Road Project	-	-	227,000	-	-
Drainage Project (Westwood/Brrokhollow)	-	-	425,624	-	-
Roads - GO Bonds	-	-	-	-	-
Total General Fund Capital	-	-	919,624	-	-
TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ 919,624	\$ -	\$ -

Treasurer's Report
For the Period: October 2022 - January 2023

Item 4.

Percent Complete: 33.33%

	2022-2023			2021-2022			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Jan-23	Jan-22	Difference
Revenue									
2900 Accounting Info Needed	-	-	n/a	-	-	n/a	-	-	-
3000 Ad Valorem Tax Revenue	-	-	n/a	-	-	n/a	-	-	-
3000.01 Ad Valorem Tax	198,782	360,000	55%	215,816	349,000	62%	176,744	195,201	(18,457)
3000.02 Delinquent Ad Valorem Tax	573	4,500	13%	787	-	n/a	327	381	(54)
3000 Ad Valorem Tax Revenue	199,354	364,500	55%	216,603	349,000	62%	177,070	195,582	(18,511)
3005 State Sales Tax Revenue	28,914	80,000	36%	27,753	80,000	35%	7,624	7,884	(260)
3010 Mixed Beverage Tax & Fees Rev	374	1,200	31%	406	1,500	27%	58	85	(27)
3020 Electric Franchise Fee Revenue	18,837	31,000	61%	13,244	34,000	39%	7,965	7,272	693
3030 Cable Services Franchise Rev	8,517	30,000	28%	8,773	30,000	29%	-	-	-
3030.1 PEG - Cable Revenue	1,703	6,650	26%	1,749	6,000	29%	-	-	-
3030 Cable Services Franchise Rev	10,220	-		10,522	-	#DIV/0!	-	-	-
3040 Water Service Franchise Revenue	85,356	90,000	95%	71,221	100,000	71%	9,728	-	9,728
3050 Disposal Service Franchise Rev	14,421	24,000	60%	5,796	25,000	23%	7,374	-	7,374
3060 Telephone Franchise Revenue	36	160	23%	41	200	20%	-	-	-
3070 Golf Course Franchise Revenue	-	500	0%	-	500	0%	-	-	-
3080 Reimbursements	-	-	n/a	-	6,000	0%	-	-	-
3080.10 Engineerings	-	8,000	0%	2,061	-	n/a	-	1,973	(1,973)
3080.20 Legal	-	2,500	0%	-	-	n/a	-	-	-
3080.30 Admin	-	-	n/a	-	-	n/a	-	-	-
3080 Reimbursements	-	10,500	0%	2,061	6,000	34%	-	1,973	(1,973)
3090 Development Revenue	-	-	n/a	-	-	n/a	-	-	-
3090.01 Residential	-	-	n/a	-	-	n/a	-	-	-
3090.011 New Home Permits	1,000	6,000	17%	1,000	5,000	20%	-	-	-
3090.012 Other Permits	2,918	7,000	42%	4,142	11,000	38%	368	436	(68)
3090.013 Inspections	5,454	7,000	78%	5,065	17,000	30%	620	264	356
3090.02 Commercial	-	500	0%	3,234	5,000	65%	-	-	-
3090.03 Other	-	200	0%	-	80	0%	-	-	-
3090.031 Subdivisions/Plats/Re-Plats	25,962	5,000	519%	-	5,000	0%	1,543	-	1,543
Total 3090 Development Revenue	35,334	25,700	137%	13,441	43,080	31%	2,531	700	1,831
3093 Liquor License Revenue	-	1,250	0%	-	1,310	0%	-	-	-
3095 Sign Fees	95	350	27%	215	700	31%	-	-	-
4000 Interest Income	20,330	2,500	813%	227	1,000	23%	6,718	62	6,656
4010 Other Revenue	53	10,000	1%	1,990	700	284%	-	670	(670)
4010.1 Coupons	-	-	n/a	-	-	n/a	-	-	-
4010 Other Revenue	53	10,000	1%	1,990	700	284%	-	670	(670)
4015 Oak Wilt Containment	-	6,000	0%	-	-	n/a	-	-	-
4020 Municipal Court Revenue	-	1,500	0%	101	1,500	7%	-	-	-
4035 TDEM DR-4485 Revenue	-	-	n/a	212,600	-	n/a	-	-	-
4040 Donations Received	-	5,200	0%	-	6,180	0%	-	-	-
4040.02 Park Donations	2,500	500	500%	1,180	-	n/a	-	-	-
Total Donations Received	2,500	5,700	44%	1,180	6,180	19%	-	-	-
4050 General Fund Transfer	-	-	n/a	-	-	n/a	-	-	-
Billable Expenditure Revenue	-	-	n/a	-	-	n/a	-	-	-
Markup	-	-	n/a	-	-	n/a	-	-	-
Services	-	-	n/a	-	-	n/a	-	-	-
Shipping Revenue	-	-	n/a	-	-	n/a	-	-	-
Uncategorized Revenue	-	-	n/a	-	-	n/a	-	-	-
Total Revenue	415,824	691,510	60%	577,402	686,670	84%	219,068	214,227	4,841
Expenditures									
5000 Personnel Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	41,813	170,000	25%	71,077	208,500	34%	15,387	18,678	(3,291)
5000.02 Health Insurance Stipend	-	6,000	0%	2,916	8,600	34%	-	763	(763)
5000.03 City Manager Vehicle Reimbursment	1,705	-	n/a	2,000	6,000	33%	1,122	500	622
5000.05 Elected Official Pay	-	-	n/a	-	-	n/a	-	-	-
5000.20 Payroll Tax Expense	-	-	n/a	-	-	n/a	-	-	-
5000.21 FICA/OASDI	3,358	13,400	25%	5,600	16,410	34%	1,263	1,467	(204)
5000.22 Unemployment Insurance	21	1,100	2%	587	500	117%	16	519	(503)
5000.20 Payroll Tax Expense	3,379	14,500	23%	6,187	16,910	37%	1,279	1,986	(707)
5000.40 Retirement	4,555	18,100	25%	7,779	22,190	35%	1,608	2,092	(484)
Total 5000 Personnel Services	51,452	208,600	25%	89,959	262,200	34%	19,396	24,019	(4,623)
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	-	-	n/a	-	-	n/a	-	-	-
5500.10 City Hall Maintenance / Repairs	2,346	2,000	117%	201	4,000	5%	1,983	-	1,983
5500.20 Cleaning Costs	476	1,800	26%	500	1,500	33%	150	125	25
5500.30 IT & Radio Expenses	479	10,000	5%	10,346	15,000	69%	-	-	-
5500.40 Newsletter	-	-	n/a	-	-	n/a	-	-	-
5500.50 Office Supplies	1,598	4,500	36%	1,424	4,000	36%	516	272	245
5500.60 Postage & Shipping	915	3,000	31%	766	2,100	36%	188	37	151
5500.61 Printing & Reproduction	-	4,500	0%	1,307	4,000	33%	-	231	-

	2022-2023			2021-2022			Y/Y Monthly Comparison			Item 4.
	YTD	Budget	%	YTD	Budget	%	Jan-23	Jan-22	Diff	
5500.62 Printing Cost Newspaper	89	1,500	6%	-	2,000	0%	-	-	-	
5500.70 Storage Rental	-	-	n/a	-	-	n/a	-	-	-	
5500.80 Software & Subscriptions	15,719	12,000	131%	1,526	15,000	10%	6,784	202	6,582	
Total 5500 Office Expenses	21,621	39,300	55%	16,070	47,600	34%	9,622	867	8,755	
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-	
6000.01 Audit Expense	-	12,000	0%	-	12,000	0%	-	-	-	
6000.10 Codification	-	2,750	0%	-	4,000	0%	-	-	-	
6000.11 Contract Labor	1,365	-	n/a	-	6,500	0%	875	-	875	
6000.15 Engineering	19,337	20,000	97%	4,154	10,000	42%	-	1,568	(1,568)	
6000.16 Mapping	-	3,000	0%	-	-	n/a	-	-	-	
6000.17 Engineering Reimbursable	3,138	8,000		1,622	4,000		-	1,449	(1,449)	
6000.15 Engineering	22,474	31,000	72%	5,776	14,000	41%	-	3,017	(3,017)	
6000.20 Legal Expenses	3,540	-	n/a	-	-	n/a	420	-	420	
6000.21 General	2,380	20,000	12%	11,980	65,000	18%	-	4,840	(4,840)	
6000.22 Legal Reimbursable	2,500	2,500	100%	1,800	3,000	60%	-	-	-	
6000.23 Litigation	-	5,000	0%	6,700	15,000	45%	-	200	(200)	
6000.25 Special Cases	3,295	30,000	11%	3,630	22,000	17%	3,295	-	3,295	
6000.26 Elected Body Legal	-	5,000	0%	-	-	n/a	-	-	-	
6000.20 Legal Expenses	11,715	62,500	19%	24,110	105,000	23%	3,715	5,040	(1,325)	
6000.30 IT Services	1,201	15,500	8%	2,407	14,500	17%	134	1,172	(1,038)	
6000.40 Accounting	7,980	25,000	32%	4,931	15,000	33%	1,995	1,291	704	
6000.50 Law Enforcement	3,058	12,500	24%	-	8,160	0%	960	-	960	
Total 6000 Professional Services	47,792	161,250	30%	37,223	179,160	21%	7,679	10,519	(2,840)	
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-	
6500.01 Deer Removal	975	1,750	56%	825	1,000	83%	300	150	150	
6500.15 Mowing	475	2,750	17%	375	2,000	19%	-	-	-	
6500.20 Oak Wilt Containment	-	15,000	0%	-	15,000	0%	-	-	-	
6500.21 Greenspace Maintenance	2,391	6,000	40%	600	-	n/a	641	-	641	
6500.22 Landscape Maintenance	1,425	9,000	16%	2,635	10,000	26%	475	375	100	
6500.23 Contract Services	-	-	n/a	-	2,000	0%	-	-	-	
6500.24 Parks and Playground Maintenance	-	13,453	0%	-	30,000	0%	-	-	-	
6500.25 ROW Tree Trimming	-	11,000	0%	-	7,500	0%	-	-	-	
6500.26 Holiday Decorations	650	500	130%	388	2,000	19%	549	-	549	
6500.30 Street Maintenance	3,838	30,000	13%	4,686	20,000	23%	2,069	100	1,969	
6500.31 Street Signs	119	6,000	2%	2,064	4,000	52%	-	1,690	(1,690)	
6500.35 Storm Damage Reserve	-	-	n/a	-	1,000	0%	-	-	-	
6500.40 Tree Limb Pick-Up	-	-	n/a	-	-	n/a	-	-	-	
6500.50 Equipment Maintenance	362	2,000	18%	303	4,000	8%	11	15	(4)	
6500.60 Water Quality Testing CCWPP	769	1,000	77%	310	2,000	16%	324	-	324	
Total 6500 Area Care/Maintenance	11,003	98,453	11%	12,186	100,500	12%	4,368	2,330	2,039	
7000 Other Operating Expenses	-	-	n/a	-	-	n/a	-	-	-	
7000.01 Ad Valorem Tax Expense	932	4,407	21%	1,103	4,060	27%	-	-	-	
7000.02 Building Inspections	1,815	7,000	26%	4,710	12,550	38%	150	495	(345)	
7000.03 Code Compliance	-	500	0%	774	1,500	52%	-	-	-	
7000.04 Dues & Membership	415	2,500	17%	966	3,000	32%	235	374	(139)	
7000.05 Election Expense	-	2,000	0%	-	1,200	0%	-	-	-	
7000.06 TML Dues	632	600	105%	591	600	99%	-	-	-	
7000.10 Depreciation Expense	-	-	n/a	-	-	n/a	-	-	-	
7000.15 Meeting Expense	907	3,000	30%	396	5,000	8%	64	75	(11)	
7000.20 Public Notices	4,535	1,200	378%	347	3,000	12%	188	-	188	
7000.30 Travel & Vehicle Exp Reimb.	102	2,000	5%	4,218	5,000	84%	-	43	(43)	
7000.31 Elected Official Travel	-	500	0%	-	2,000	0%	-	-	-	
7000.40 Training & Prof Development	-	-	n/a	-	-	n/a	-	-	-	
7000.41 Elected Body	838	2,500	34%	525	2,500	21%	-	-	-	
7000.42 Staff	15	4,000	0%	2,967	5,000	59%	-	107	(107)	
7000.43 Boards/Committees	50	-	n/a	-	-	n/a	50	-	50	
7000.50 Community Relations	1,941	7,000	28%	1,490	6,000	25%	500	75	425	
Total 7000 Other Operating Expenses	12,184	37,207	33%	18,087	51,410	35%	1,187	1,170	17	
7500 Utilities	-	-	n/a	-	-	n/a	-	-	-	
7500.10 City Hall Utilities	-	-	n/a	-	3,500	0%	-	-	-	
7500.11 Electric	562	2,100	27%	573	-	n/a	144	115	28	
7500.12 Water	473	1,500	32%	482	-	n/a	119	119	(1)	
7500.10 City Hall Utilities	1,035	3,600	29%	1,055	3,500	30%	262	235	27	
7500.20 Outdoor Utilities	-	-	n/a	-	4,250	0%	-	-	-	
7500.21 Electric	468	1,350	35%	438	-	n/a	108	132	(23)	
7500.22 Water	521	1,600	33%	545	-	n/a	131	135	(4)	
7500.20 Outdoor Utilities	988	2,950	34%	983	4,250	23%	239	266	(27)	
7500.30 Telephone & Internet	1,552	4,500	34%	1,612	6,200	26%	379	256	123	
Total 7500 Utilities	3,576	11,050	32%	3,650	13,950	26%	880	757	123	
7600 Insurance	-	3,500	0%	4,592	-	n/a	-	-	-	
6010 Health Insurance (deleted)	-	-	n/a	-	-	n/a	-	-	-	
7600.01 TML Insurance	5,093	200	2547%	-	4,600	0%	-	-	-	
7600 Insurance	5,093	3,700	138%	4,592	4,600	100%	-	-	0%	
7700 TDEM DR-4485 Expenditures	-	-	n/a	-	-	n/a	-	-	-	
8020 Municipal Court Costs	100	-	n/a	-	-	n/a	100	-	100	
8020.20 MC Judge	-	4,800	0%	600	3,600	17%	-	-	-	

	2022-2023			2021-2022			Y/Y Monthly Comparison			Item 4.
	YTD	Budget	%	YTD	Budget	%	Jan-23	Jan-22	D	
8020.25 Misc. Court Costs	-	150	0%	-	2,500	0%	-	-	-	
8020.30 Prosecutor	-	1,500	0%	2,540	3,000	85%	-	-	-	
8020.35 Court Bailiff	-	-	n/a	-	750	0%	-	-	-	
8020.40 State Comptroller Costs	-	300	0%	(45)	700	-6%	-	56	(56)	
8020.41 Supplies	-	-	n/a	67	200	34%	-	-	-	
8020.60 Public Safety	-	-	n/a	-	-	n/a	-	-	-	
Total 8020 Municipal Court Costs	100	6,750	1%	3,162	10,750	29%	100	56	44	
8900 Miscellaneous	-	75,200	0%	-	120,650	0%	-	-	-	
8900.10 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-	
8900.20 Contingency Reserve	-	50,000	0%	-	50,000	0%	-	-	-	
8900.25 Ice Storm 2023	-	-	n/a	-	-	n/a	-	-	-	
8900.30 Projects	31,252	-	n/a	7,883	-	n/a	-	-	-	
8900.40 Engineering Services – Street Projects	-	-	n/a	14,589	15,000	97%	-	-	-	
Total 8900 Miscellaneous	31,252	125,200	25%	22,471	185,650	12%	-	-	-	
9077 General Fund Accrual	-	-	n/a	-	(169,150)	0%	-	-	-	
Unapplied Cash Bill Payment Expenditure	-	-	n/a	-	-	n/a	-	-	-	
Uncategorized Expenditure	-	-	-	-	-	-	-	-	-	
Total Expenditures	184,073	691,510	27%	207,401	686,670	30%	43,232	39,717	3,515	
Net Operating Revenue	231,751	-	n/a	370,001	-	n/a	175,836	174,510	1,326	
Other Revenue	-	-	-	-	-	-	-	-	-	
4019 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-	
9810.01 Sinking Fund Revenue	118,900	224,793	53%	130,927	-	n/a	105,602	118,180	(12,577)	
8500 Capital Improvement Income	200,000	227,000	88%	-	-	n/a	200,000	-	200,000	
Total Other Revenue	318,900	451,793	71%	130,927	-	n/a	305,602	118,180	187,423	
Other Expenditures	-	-	-	-	-	-	-	-	-	
8500.25 Capital Improvement Expense	-	-	n/a	-	-	n/a	-	-	-	
9001 Capital Lease Principal	-	-	n/a	-	-	n/a	-	-	-	
9002 Interest on Capital Lease	-	-	n/a	-	-	n/a	-	-	-	
9005 Bond Interest Paid	-	-	n/a	-	-	n/a	-	-	-	
9006 Bond Costs of Issuance	1,764	-	n/a	-	-	n/a	-	-	-	
9800.01 Capital Expenditures - CY	-	-	n/a	-	-	n/a	-	-	-	
9800.1 Capital Project Expenditures - FY	-	227,000	0%	-	-	n/a	-	-	-	
9800.11 2017 Street Improvements	-	-	n/a	-	-	n/a	-	-	-	
9800.12 2017 Street Improvements Legal	-	-	n/a	-	-	n/a	-	-	-	
9800.13 2021 Street Improvements	-	-	n/a	368,520	-	n/a	-	-	-	
9810.02 Sinking Fund Interest & Fees	3,811	5,793	66%	5,384	-	n/a	3,811	5,384	(1,573)	
9810.03 Sinking Fund Principal	219,000	219,000	100%	207,000	-	n/a	219,000	207,000	12,000	
9800.02 Other Miscellaneous Expenditure	-	-	n/a	(391,239)	-	n/a	-	-	-	
9888 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-	
Total Other Expenditures	224,575	451,793	50%	189,666	-	n/a	222,811	212,384	10,427	
Net Other Revenue	94,325	-	n/a	(58,739)	-	n/a	82,791	(94,205)	176,996	
Net Revenue	326,076	-	n/a	311,262	-	n/a	258,628	80,306	178,322	

The City of Woodcreek

Item 4.

Statement of Financial Position

As of January 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1003.1 Municipal Court Petty Cash	100.00
1007 TX Regional 061, Operating	954,718.28
1007.1 Tree Fund	4,753.66
1007.2 Parks Fund	3,679.54
1007.5 Municipal Court Funds In Operating Account	0.00
1007.51 MC General Fund	22,082.44
1007.52 MC Security Fund	19.45
1007.53 MC Tech Fund	25.88
Total 1007.5 Municipal Court Funds In Operating Account	22,127.77
Total 1007 TX Regional 061, Operating	985,279.25
1008 TX Regional 053, Investment	0.00
1008.2 PEG Funds	14,134.72
1008.3 Reserve Funds	168,375.16
1008.4 American Rescue Act Funds	216,377.45
Total 1008 TX Regional 053, Investment	398,887.33
1009 TX Regional 095, Road Reserve Funds	149.11
1011 TX Regional 819, Payroll Account	10,000.00
1020 Investment Account - Class 0001	487,805.05
Total Bank Accounts	\$1,882,220.74
Other Current Assets	
1120 Delinquent Taxes Receivable (CPA)	9,191.35
1120.01 1120.01-CPA Debt Service	3,634.21
1121 Allowance for Uncollectible (CPA)	-1,378.65
1121.01 1121.01-CPA Debt Service	-545.58
1124 Sales Tax Receivable (CPA)	13,189.82
1150 Due From Capital Project Funds To Operating	167,425.08
Total Other Current Assets	\$191,516.23
Total Current Assets	\$2,073,736.97
Fixed Assets	
1200 Office Furniture / Equipment	35,704.46
1225 Land	37,850.00
1226 Building & Improvements	130,602.00
1226.1 Cedar Fence/Enclosure (in svc 10/21/21)	7,702.50
1227 Street Pavement 2013	144,126.00
1228 Street Improvements 2017	1,489,691.00
1229 Street Improvements 2021	409,930.76
1231 Storage Building	9,055.00
1235.1 Kawasaki Mule 2016	7,840.64

1240 Accumulated Depreciation - All	-195,372.00
Total Fixed Assets	\$2,077,130.36
Other Assets	
1250 Deferred Revenue (CPA)	-7,813.11
1250.01 1250.01-CPA Debt Service	-3,088.63
1599 1599-CPA Due From General Fund	25,047.75
Total Other Assets	\$14,146.01
TOTAL ASSETS	\$4,165,013.34
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
1900.5 Accounts Payable (Auditor Adjustments)	19,168.60
2021 Accrued Wages Payable (Audit Adjs CPA)	9,176.37
2030 TMRS Payable	2,763.58
2400 Due To Operating From Capital Project Funds	167,425.08
2599 2599-CPA Due To Debt Service Fund	25,047.75
Total Other Current Liabilities	\$223,581.38
Total Current Liabilities	\$223,581.38
Total Liabilities	\$223,581.38
Equity	
9997 Net Investment In Capital Assets	144,132.96
9998 Opening Balance Equity	333,537.47
9999 Retained Earnings	3,120,511.49
9999-debtscvc-cpa Retained Earnings Debt Svc Audit CPA	17,174.31
Net Revenue	326,075.73
Total Equity	\$3,941,431.96
TOTAL LIABILITIES AND EQUITY	\$4,165,013.34

**The City of Woodcreek
Transaction Report
January 2023**

Date	Name	Amount
01/01/2023	Atteign LLC	-162.50
01/01/2023	All Traffic Solutions Inc.	-3,000.00
01/01/2023	ATS Engineers	-150.00
01/01/2023	Garrett Allen	-75.00
01/01/2023	HOT IT	-133.84
01/01/2023	Lloyd Gosselink Rochelle & Townsend, P.C.	-75.00
01/01/2023	Olson Electric	-548.85
01/01/2023	Atteign LLC	-1,995.00
01/01/2023	Yvette Foster Photography	-270.00
01/01/2023	Sean Rawlings	-223.20
01/01/2023	The Key Monkey Mobile Locksmith	-119.08
01/03/2023	Amazon	-79.57
01/03/2023	Amazon	-63.97
01/04/2023	Amazon	-24.99
01/05/2023	Payroll Account	-8,444.97
01/05/2023	Amazon	-31.98
01/06/2023	TMRS	-2,443.95
01/09/2023	Zoom Video Communications	-15.98
01/09/2023	Amazon	-15.99
01/11/2023	PEC - Utilities	-251.77
01/11/2023	Wimberley Gardens	-21.64
01/11/2023	Dollar General	-2.17
01/11/2023	Amazon	-43.83
01/13/2023	Kwik Chek	-10.94
01/18/2023	Sherry Rogers & Co.	-150.00
01/18/2023	Ace Hardware	-2.68
01/18/2023	Broadway Bank.	-222,810.97
01/18/2023	CivicPlus (Municode Corporation)	-2,404.06
01/18/2023	Garrett Allen	-150.00
01/18/2023	Hays County Traffic Enforcement	-160.00
01/18/2023	HOT IT	-1,217.44
01/18/2023	Joshua Evans	-200.00
01/18/2023	Landscape Business Services, LLC	-975.00
01/18/2023	Maureen Mele (reimbs)	-87.58
01/18/2023	ODP Business Solutions LLC	-85.42
01/18/2023	Pitney Bowes Global Financial Services LLC	-188.12
01/18/2023	San Marcos Daily Record	-188.06
01/18/2023	Sean Rawlings	-381.67
01/18/2023	Texas Municipal Clerks Association, Inc.	-100.00
01/18/2023	The Key Monkey Mobile Locksmith	-686.31

01/18/2023	The Wymore Law Firm, PLLC	-3,640.00
01/18/2023	Verizon	-166.38
01/18/2023	Wimberley Valley Chamber of Commerce	-220.00
01/18/2023	Wright's AC & Heat	-69.00
01/18/2023	Adam Halstead	-600.00
01/18/2023	Arbor Day Foundation	-49.66
01/19/2023	TCMA Region 7	-15.00
01/20/2023	Payroll Account	-8,187.41
01/20/2023	AquaTexas, Inc.	-42.92
01/20/2023	Spectrum Business	-212.46
01/20/2023	AquaTexas, Inc.	-44.03
01/20/2023	HEB	-49.96
01/20/2023	AquaTexas, Inc.	-44.03
01/20/2023	AquaTexas, Inc.	-118.82
01/24/2023	HEB	-8.96
01/26/2023	HEB	-3.48
01/27/2023	Jeff Rasco (v)	-72.84
01/27/2023	Kevin Rule	-35.40
01/27/2023	The Meadows Center for Water and the Environme	-324.00
01/27/2023	Blades Group LLC	-2,069.00
01/27/2023	Hill Country Trophy	-88.00
01/27/2023	Hill Country Springs	-19.49
01/27/2023	Garrett Allen	-75.00
01/27/2023	Debra Hines	-543.68
01/30/2023	Wright's AC & Heat	-1,109.10
TOTAL		<u>-\$ 265,800.15</u>

Thursday, Feb 16, 2023 05:40:55 PM GMT-8 - Cash Basis



City of Woodcreek

41 Champions Circle • Woodcreek, Texas 78676 • Office: (512) 847-9390 • Fax: (512) 847-6661
Email: woodcreek@woodcreektx.gov • Website: woodcreektx.gov

Application for Special Event Permit

Applicant(s) Donna Krumbis DBA Colorful Changes
 Address 2101 Lone Star Mountain Rd Wimberley
 Home Phone 512 6480373 Cell Phone 903 314 4983
 Work Phone _____
 Email address dkrumbis@gmail.com
 Event Location 130 Augusta Lane
 Event Name/Description Cloninger Estate Sale
 Event Type: Private Group
 Public Event
 Alcohol Will Be Available at this Event
 Music/Entertainment will be amplified at this Event
 Security/Traffic Enforcement will be provided at this Event

**** If any of the above categories are checked please attach additional information ****

Estimated Number of Attendees/Guests varies
 Estimated Number of Contractors/Staff 6
 Event Date & Starting/Ending Time 3/23/23 9am-3pm / 3/24/23 9:00-3pm
 Estimated Number/Type of Vehicles expected for the event, including suppliers: 3/23/23 9-1pm
6/20 Automobiles at a time - varies by hour & day
 Buses
 Box trucks (2 axles)
 Semi-trucks
 Other (please identify)

Any other information city council may find beneficial in deciding whether or not to grant the special event permit (*attach additional documentation if necessary*):

See attached

§156.082 of the City of Woodcreek Code of Ordinances requires a special event permit for all events which are outside of normal and customary activities associated with the applicable zoning district. Such activities must also comply with all other city ordinances and be harmonious with the zoning district in which it is to take place.

An application for a special event permit shall be made in writing. Application will be approved or denied within 30 days from date all necessary information is received. Unless specifically approved by the City Council all special event permit applications are DENIED.

Music and entertainment shall not be played outdoors after 10 PM or before 12 PM (noon).

Groups that anticipate Special Events of larger than 200 people may be required by City Council to have the following for the issuance of the permit and shall be noted below in conditions of permit:

- EMS personnel on hand per every 200 people in attendance.
- A designated first aid/EMS station for events over 300 people
- Law enforcement/security personnel equal to 1 law enforcement/security personnel for every 100 people in attendance if alcohol is served.
- Additional fees for city services may be required as indicated by permit

Application Fee:

A non-refundable application fee of \$100 must accompany the submission of this form.

Completed application can be emailed to woodcreek@woodcreektx.gov.

For City use only:	
Date application, required information and fee received: _____	
Applicable Zoning Category/Use: _____	
City Council Vote: Approved or Denied (circle one)	Date: _____
Date permit issued to property owner: _____	Permit # _____
Date applicant notified of denial: _____	
Reason for denial: _____	

Karl Cloninger Estate Sale
March 23, 234th, 25th, 2023
130 Augusta LANE, Wimberley, TX 78676

City of Woodcreek Permit Information regarding the Cloninger Estate Sale.

Sale times are:

Thursday, March 23rd – 9am to 3pm

Friday, March 24th – 9am to 3pm

Saturday, March 25th – 9am to 1 pm

The busiest time for vehicles is from 8:30 am on Thursday until about 10am with the same amount of traffic on Saturday from 8:30 am – 10:30 am. Other times during the sale on Thursday and Saturday there is a probability of constant flow of 5-6 vehicles. On Friday of sale, it is much slower. A steady flow of 3-4 vehicles during open hours.

There is will the ability of staff parking to be completely off the road and located on the adjacent lot.

There will be designated pickup of items utilizing the semi-circle driveway.

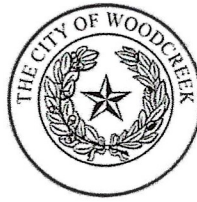
There is ample space in the easements on all sides of the Cloninger property for parking as well as some designated parking for handicap.

I personally will be talking with surrounding neighbors about parking. Utilizing traffic cones and caution tape to leave mailboxes unobstructed as well as staff to help monitor.

I don't foresee issues arising that can't be handled by myself regarding parking and traffic control.

Thank you for your consideration.

Donna Krumbliis



CITY OF WOODCREEK Right-of-Way Sign Permit Application

Authority: § 152.26 RIGHT-OF-WAY SIGNS, WOODCREEK CODE OF ORDINANCES

Name Donna Krumbolis DBA Colorful Changes

Address 2101 Lone man mountain Rd
Wimberley Tx 78676

Telephone 903-316-4983 pers. Shop. 5126480373

Event Location: Address 130

Dimensions of sign ~~20~~ 20 x 18 (No larger than 24 in. wide X 30 in. high)

Fee: 45

Number of Signs 2 \$ ~~50~~

(Application fee for the first sign - \$25; additional signs are \$10/sign)

Dates/Times Requested: From 3/23 / 8⁰⁰ AM/PM To 3/25 / 2 AM/PM (3 days)

(Signs are limited to 72 hours total placement time.)

Sign Placement Locations:

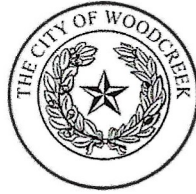
- a. Ranch Road 12 at Brookmeadow Dr. (northwest corner)
- b. Ranch Road 12 at Woodcreek Dr. (southwest corner)
- c. Woodcreek Dr. at Deerfield Dr. (northeast corner)
- d. Triangle area of Woodcreek Dr. and Brookhollow Dr. (northeast corner)
- e. Triangle area of Woodcreek Dr. and Brookhollow Dr. (northwest corner)

NO OTHER LOCATIONS ARE AUTHORIZED/APPROVED

For City use only:

Received \$ _____ Check # _____ By: _____ Date: _____

Permit Issued By: _____ Permit # _____



Right of Way Sign Rules Summary

1. Temporary signs may be placed in the following locations in the city’s right of way:
 - a. Ranch Road 12 at Brookmeadow Dr. (northwest corner)
 - b. Ranch Road 12 at Woodcreek Dr. (southwest corner)
 - c. Woodcreek Dr. at Deerfield Dr. (northeast corner)
 - d. Triangle area of Woodcreek Dr. and Brookhollow Dr. (northeast corner)
 - e. Triangle area of Woodcreek Dr. and Brookhollow Dr. (northwest corner)

Areas are designated with a City sign and buried cinder blocks.

2. All signs must have a permit visible on the front. Permits may be obtained at City Hall. There is a twenty-five dollar (\$25) fee for the first sign. Signs at each additional location require an additional ten dollar (\$10) fee per location.
3. Signs may not remain longer than 72 hours. Permitted days/times will be posted on sign stickers.
4. Signs may not be larger than 24 inches wide by 30 inches high. All signs must be on stakes. No streamers, balloons or other attachments are allowed.
5. Violation of the R-O-W Sign Ordinance is subject to a fine of up to \$200 upon conviction in Municipal Court.



Spirit of Woodcreek AWARD

The City of Woodcreek thanks

The Parks & Recreation Board

for their success in obtaining the POSAC Grant from Hays County and

The City of Woodcreek

April 14, 2022-February 15, 2023	28 Patrols
Offense	Number
Speed Warning-25MPH to 33/34 MPH	43
Speed Citation-Above 35 MPH	37
Stop Sign	42
Inspection	2
Registration	16
Brake Lights	4
Drivers License	6
No Insurance	4
Failed to comply with instruction	1
Unauthorized temp tag	2
Drone	1
Tailgating	1
Medical	1
No front license plate	2
Unsecure Load-Dropping Brush	1
Red Light	1
No turn signal	1
	165
** On February 6, 2023 report, Accident, Vehicle Struck	
Tree, No citations given	

Date: April 14, 2022		Officer: David Gamble		Time Period: 4-8 PM	
Location	Offense	Citation	Warning		
16 Woodcreek Drive	Speeding (32 MPH)				X
8 Woodcreek Drive	Speeding (41 MPH)	X			
Woodcreek/Brookhollow	Disregard Stop Sign				X
16 Woodcreek Drive	Speeding (33 MPH)				X
Woodcreek/Brookhollow	Disregard Stop Sign				X
32 Woodcreek Drive	Speeding (35)	X			
Date: April 27, 2022		Officer: Halstead		Time Period: 7-11 AM	
Location	Offense	Citation	Warning		
11 Woodcreek Drive	Speeding				X
82 Woodcreek Drive	Speeding	X			
Woodcreek/Brookhollow	Stop Sign	X			
Woodcreek Drive/Pro Lane	Tailgating				X
Date: May 5, 2022		Officer: Pozuc		Time Period: 3-7 PM	
Location	Offense	Citation	Warning		
1 Westwood Drive	Expired Registration, Failed to Comply with Inspection	X			X
Champions Circle/Woodcreek Drive	Disregard Stop Sign	X			
Augusta Drive/Brookhollow Drive	Speeding				X
62 Woodcreek Drive	Expired Registration (7/20), Expired Drivers License, Failed to Comply with Inspection	XX			X
Woodcreek Drive/Woodcreek Circle	Disregard Stop Sign, Expired Registration (7/21)	X			X
74 Woodcreek Drive	No Registration on Trailer, No Brake Lights, Expired Registration	XX			X
Date: May 11, 2022		Officer: Starr		Time Period: 1500-1900	
Location	Offense	Citation	Warning		
56 Woodcreek Drive	Defective Brake Light				X
Woodcreek Drive/Brookhollow	Ran Stop Sign				X
Woodcreek Drive/Brookhollow	Defective Brake Light				X
Brookhollow	Expired Registration				X
Woodcreek Drive/Brookhollow	Expired Registration				X
Woodcreek Drive/Brookhollow	Speeding (30 MPH)				X
Woodcreek Drive/Par View	Expired Registration				X
Date: May 25, 2022		Officer: Thomas Ronquillo		Time Period: 0700-1100	
Location	Offense	Citation	Warning		
Woodcreek Drive/Champions Circle	Speeding 30/25				X
Woodcreek Drive/Stonehouse Circle	Flag down re: drone				
Woodcreek Drive/Champions Circle	Speeding 30/25				X
Woodcreek Drived/Brookhollow	Stop sign				X

Date: June 22, 2022		Officer: Adam Holstead		Time Period: 1500-1900	
Location	Offense	Citation	Warning		
12 Woodcreek Drive	Speeding 32/25		X		
8 Woodcreek Drive	Speeding 37/25	X			
Brookhollow/Woodcreek Drive	Stop Sign	X			
13 Woodcreek Drive	Speeding 32/25		X		
15 Brookhollow	Expired Registration/Speeding 31/25		XX		
13 Woodcreek Drive	Speeding 34/25	X			
Woodcreek Drive/Pro Lane	Speeding 32/25		X		
94 Champions Circle	Speeding 31/25		X		
Woodcreek Drive/Brookhollow	Stop Sign	X			
Date: July 14, 2022		Officer: Pozvic		Time Period: 0800-1200	
Location	Offense	Citation	Warning		
60 Woodcreek Drive	Speeding		X		
15 Woodcreek Drive	Speeding		X		
Augusta Drive/Brookhollow Drive	Speeding, failed to display DL, Disregard stop sign, expired license	X	XXX		
46 Brookhollow Drive	Defective stop lamp, no DL	X	X		
Woodcreek/Route 12	No DL, No insurance, Failed to comply with instruction, unauthorized temp tag	XXXX			
Date: July 20, 2022		Officer: Adam Holstead		Time Period: 1500-1900	
Location	Offense	Citation	Warning		
Woodcreek Drive/Pro Lane	Speeding 31/25		X		
Brookhollow Drive/Par Circle	Speeding 34/25	X			
Brookhollow Drive/Jack Miller	Speeding 31/25		X		
Brookhollow Drive/Par Circle	Speeding 35/25	X			
Augusta Drive/Brookhollow Drive	Stop Sign		X		
4 Woodcreek Drive	Speeding 35/25	X			
Date: August 3, 2022		Officer: Adam Holstead		Time Period: 0800-1200	
Location	Offense	Citation	Warning		
13 Woodcreek Drive	Speed-CYJ Employee	X			
Woodcreek Drive/El Camino	Stop Sign		X		
Woodcreek Drive/Pro Lane	Stop Sign	X			
Brookhollow/Jack Miller	Speed-CYJ Employee		X		
67 Augusta Drive	Speed		X		
Champions Circle/Woodcreek Drive	Speed		X		
Date: August 12, 2022		Officer: Thomas Ronquillo		Time Period: 1600-2000	
Location	Offense	Citation	Warning		
Woodcreek Drive/Brookhollow	Speeding 32/25		X		
Date: August 15, 2022		Officer: Alyssa Marley		Time Period: 1330-1730	
Location	Offense	Citation	Warning		

17 Block Brookhollow	Disregard Stop		X
7, Woodcreek Drive	Speeding		X
1 Champions Circle	Speeding		X
2 Cahmpions Circle	Speeding		X
86 Woodcreek Drive	Disregard Stop		X
20 Woodcreek Drive	Speeding		X
14 Woodcreek Drive	Speeding		X
28 Woodcreek Drive	Speeding		X
Date: August 22, 2022	Officer: Thomas Ronquillo	Time Period: 1500-1900	
Location	Offense	Citation	Warning
Woodcreek Drive/Stonehouse Circle	Speeding 30/25		X
Date: September 9, 2022	Officer: Adam Halstead	Time Period: 1500-1900	
Location	Offense	Citation	Warning
13 Woodcreek Drive	Speedidng 35/25	X	
Brookhollow/Par Circle	Speeding 31/25		X
Woodcreek/ Pro Lane	Stop Sign		X
94 Champions Circle	Speeding 30/25		X
Woodcreek/ Pro Lane	Stop Sign	X	
Date: September 11, 2022	Officer: Deputy Zesat??	Time Period: 1300-1700	
Location	Offense	Citation	Warning
11 Brookhollow	Failed to display registration		X
54 Woodcreek Drive	Stop Sign		X
218 Woodcreek Drive	Expired Registration		X
13 Brookhollow Drives	Stop sign		X
Date: September 15, 2022	Officer: Adam Halstead	Time Period: 0700-1100	
Location	Offense	Citation	Warning
RR 12/ Woodcreek Drive	Speeding 39/25	X	
73 Brookhollow	Speeding 31/25		X
Cypress Point/Woodcreek Drive	Stop sign		X
El Camino Real/ Woodcreek Drive	Speeding 35/25	X	
Date: September 19, 2022	Officer: Adam Halstead	Time Period: 1500-1900	
Location	Offense	Citation	Warning
Woodcreek Drive/Pro Circle	Stop sign		x
Woodcreek Drive/Champions Circle	Speeding 34/25	X	
Woodcreek Drive/Pro Circle	Stop sign		X
Champions Circle	Speeding 30/25		X
Woodcreek Drive/Brookhollow	Stop Sign	X	
Date: September 24, 2022	Officer: Adam Halstead	Time Period: 1300-1700	
Location	Offense	Citation	Warning
Woodcreek Drive/El Camino	Stop sign		X
Woodcreek Drive/RR 12	Speeding 32/25		X

Woodcreek Drive/Champions Circle	Speeding 33/25	X	
Champions Circle/Fallbrook	Stop Sign		X
6 Brookmeadow	Non traffic-Medical		
Champions Circle/Woodcreek Drive	Speeding/No insurance 33/25	XX	
Date: October 14, 2022	Officer: John Pozuc	Time Period: 1200-1600	
Location	Offense	Citation	Warning
Woodcreek Drive/Champions Circle	No Drivers License, No Insurance, Unauthorized use of a temp tag	XXX	
70 Block Woodcreek Drive	Speeding 34/25		X
8 Woodcreek Drive	Expired Registration	X	
Woodcreek Drive/Brookhollow Drive	Disregard Stop Sign		X
40 Woodcreek Drive	Expired Registration, No Liability Insurance	XX	
70 Block Woodcreek Drive	Speeding 33/25		X
Date: October 18, 2022	Officer: D. Gamble	Time Period: 1030-1430	
Location	Offense	Citation	Warning
23 Woodcreek Drive	Speeding 32/25		X
23 Woodcreek Drive	Speeding 31/25		X
Date: October 26, 2022	Officer: Adam Halstead	Time Period: 1200-1600	
Location	Offense	Citation	Warning
Woodcreek Drive/El Camino Real	Stop Sign		X
Augusta Drive/Augusta Lane	Speeding 31/25		X
11 Woodcreek Drive	Speeding 37/25	X	
Pro Lane/Woodcreek Drive	Speeding/Stop Sign 31/25	X	X
Palmer/Champions Circle	Speeding 32/25		X
Date: November 9, 2022	Officer: Adam Halstead	Time Period: 1300-1700	
Location	Offense	Citation	Warning
Brookmeadow/Shady Grove	Speeding 31/25		X
11 Woodcreek	Speeding 33/25	X	
Brookmeadow/??	Speeding 34/25	X	
Woodcreek Drive/Pro Lane	Stop Sign		X
Woodcreek Drive/Presidio??	Speeding/Expired Registration 31/25		XX
Cypress Falls	Stop Sign		X
Date: November 15, 2022	Officer: Adam Halstead	Time Period: 0700-1100	
Location	Offense	Citation	Warning
Woodcreek Drive/Champions Circle	Pass in no passing zone	X	
Woodcreek Drive/Brookhollow	Stop Sign		X
Woodcreek Drive/Pro Lane	Speeding 32/25, Cited for Stop Sign	X	
28 Brookmeadow	Speeding 31/25		X
67 Augusta Drive	Speeding 33/25	X	

Augusta Drive/ Jack Miller	Expired Registration, No front license plate	XX	
Date: December 13, 2022	Officer: Adam Halstead	Time Period: 0630-1030	
Location	Offense	Citation	Warning
11 Woodcreek Drive	Speeding 37/25	X	
Augusta/Brookhollow	Speeding 31/25		X
Woodcreek Drive/Pro Lane	Stop Sign		X
28 Brookhollow	Speeding 32/25	X	
Woodacre/Eleanor - Not Woodcreek	Stop Sign		X
2325/Woodcreek Drive - Not Woodcreek	Expired Registration		X
Date: December 16, 2022	Officer: Alyssa Marley	Time Period: 1500-1900	
Location	Offense	Citation	Warning
16 Woodcreek Drive	Speeding 30/25		X
22 Woodcreek Drive	Speeding 33/25		X
1 Champions Circle	Speeding 34/25		X
50 Woodcreek Drive	Stop Sign		X
Date: January 10, 2023	Officer: Adam Halstead	Time Period: 0700-1100	
Location	Offense	Citation	Warning
11 Woodcreek Drive	Speeding 40/25, No Drivers License	XX	
33 Brookmeadow	Speeding 31/25		X
Augusta Drive/Brookmeadow	No License Plate		X
Augusta Drive/Jack Miller	Speeding, Expired Registration	XX	
Woodcreek Drive/ 2325	Speeding		X
Par/Woodcreek Drive	Stop Sign		X
Date: January 17, 2023	Officer: Adam Halstead	Time Period: 1500-1900	
Location	Offense	Citation	Warning
11 Woodcreek Drive	Speeding 36/25	X	
Brookmeadow/Augusta Drive	Speeding 30/25		X
Woodcreek/El Camino Real	Stop Sign		X
11 Woodcreek Drive	Speeding 31/25		X
Brookhollow/Jack Miller	Stop Sign		X
Date: January 26, 2023	Officer: Joshua Evans	Time Period: 0800-1200	
Location	Offense	Citation	Warning
Brookhollow/Woodcreek Drive	Stop Sign		X
Brookhollow/Woodcreek Drive	Stop Sign		X
30 Woodcreek Drive	Speeding 32/25		X
10 Woodcreek Drive	Speeding 31/25		X
4 Woodcreek Drive	Speeding 34/25		X
Date: February 6, 2023	Officer: Adam Halstead	Time Period: 1500-1900	
Location	Offense	Citation	Warning

100 Augusta Drive	Unsecure Load-Dropping Brush		X
El Camino/Woodcreek	Stop Sign		X
Brookmeadow/RR 12	Speeding 33/25	X	
13 Woodcreek	Speeding 30/25		X
Date: February 7, 2023	Officer: Adam Halstead	Time Period: 0700-1100	
Location	Offense	Citation	Warning
RR12/Woodcreek	Red Light	X	
Brookhollow/Augusta	Stop Sign	X	
34 Brookmeadow	Accident-Vehicle Struck Tree		
Woodcreek/El Camino	Stop Sign		X
150 Champions Circle	Speeding 30/20		X
Date: February 7, 2023	Officer: Adam Halstead	Time Period: 1400-1800	
Date: February 15, 2023	Offense	Citation	Warning
Woodcreek/El Camino	Stop Sign		X
Woodcreek/Pro Lane	Stop Sign		X
Brookmeadow/RR 12	Speeding 33/25	X	
13 Woodcreek Drive	Speeding 36/25	X	
Woodcreek/Champions Circle	No Turn Signal		X

January 18, 2023

Kevin Rule, City Manager
City of Woodcreek, Texas
41 Champions Circle, Woodcreek, TX 78676

RE: MUNICIPAL ADVISORY SERVICES AGREEMENT

Dear Mr. Rule

Stifel, Nicolaus & Company, Incorporated (“Stifel”) presents for your acceptance this Agreement to retain Stifel as municipal advisor/financial advisor to the City of Woodcreek, Texas (the “Issuer”), specifically to perform the scope of services outlined below for a period effective from the date this agreement is signed by the parties and ending June 30, 2027 (“Agreement”), at which time this Agreement will terminate. This Agreement may also be terminated on thirty (30) days written notice by either party. Stifel and the Issuer agree that during the term of this Agreement, Stifel will serve as the Issuer’s municipal advisor for the issuance of bonds, notes, refunding bonds and/or the use of other financial instruments (such as bank loans and municipal leases and other non-municipal security financings) (“Transactions” and each a “Transaction”) as well as the Issuer’s municipal advisor between and outside of Transactions.

1. Scope of Work. Stifel agrees to perform the following services for the Issuer during the term of the Agreement:
 - a. Assume overall responsibility for the financial analysis and structuring recommendations for Transactions;
 - b. Assist counsel to the underwriter(s) and the Issuer in preparation of any preliminary and final official statements, offering memoranda, or term sheets for Transactions consistent with all federal and state requirements;
 - c. Assist with drafting the preliminary and final official statements, offering memoranda or term sheets (“Offering Documents”) based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. Stifel makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.

- d. Assist Issuer, as requested, in the selection of an underwriter(s) or placement agent, including review of underwriter or placement agent recommendations to the extent requested in writing by the Issuer, and coordinate all activities of the underwriter(s) or placement agent;
 - e. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with Transactions;
 - f. Coordinate financing time schedules, distribution of documents, preliminary and final official statement printing, wire-transfers of funds, deliveries of bonds and bond closings;
 - g. Assist the Issuer on the matter of bond rating(s) for any proposed issue and coordinate the preparation of credit information for submission and presentation to the rating agency(ies);
 - h. Coordinate the Issuer's credit strategy, communications with the credit rating agencies, if any, and preparation of materials related to communications with the credit rating agencies related to agency surveillance, as applicable;
 - i. Coordinate pre-pricing discussions of bond pricing and structuring, supervise the sale process, and advise on acceptability of offer to purchase bonds by the underwriters;
 - j. If requested, assist the Issuer in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as Issuer may deem necessary or desirable in connection with any financing.
 - k. Attend Issuer meetings as requested, with reasonable advance notice;
 - l. Perform services for the Issuer with respect to defeasance or prepayments of Issuer's outstanding bonds;
 - m. Provide such other services as are mutually agreed upon in writing by the Issuer and Stifel, including ongoing monitoring of refinancing as well as other future market opportunities.
2. Issuer's Obligations. The Issuer agrees that its staff and consultants will cooperate with Stifel and make available any data in the possession of the Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

- a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission’s adopted rule commonly known as the “Municipal Advisor Rule” (SEC Rule 15Ba1-1 to 15Ba1-8 -“the Rule”). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.
- b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation:

Transaction Fee: For Stifel’s financial advisory services in processing Transactions, Stifel shall be paid a fee equal to: 2.25% of the first \$1,000,000 par amount of the Transaction; plus 0.50% of the next \$1,000,000 par amount of the Transaction; plus 0.40% of the next \$3,000,000 par amount of the Transaction; plus 0.30% of the next \$5,000,000 par amount of the Transaction; plus 0.15% for all bonds over \$10,000,000 in par amount, all to be paid at the completion of a Transaction.

All fees and expenses will be paid at the completion of a Transaction.

Ongoing Services Fee: Stifel’s fee for analysis and consulting work under this agreement outside of Transactions will be computed at the following hourly rates and will be paid by the Issuer within thirty (30) days of receipt of an invoice from Stifel:

Hourly rate for: Managing Director	\$250.00
Hourly rate for: Director	\$225.00
Hourly rate for: Vice President	\$200.00
Hourly rate for: Associate/Analyst	\$150.00
Hourly rate for: Administrative	\$100.00

Fees from ongoing services that become transactions and end with a Transaction Fee paid to Stifel will be net of related Ongoing Services Fees.

5. Authority to Direct Financial Advisor:

The following individuals have the authority to direct Stifel’s performance of its scope of work under this agreement: **Kevin Rule, City Manager; Mayor**

Respectfully submitted this 18th day of January.

STIFEL, NICOLAUS & COMPANY, INCORPORATED



By: _____

Name: Brad Angst _____

Title: Director _____

ACCEPTANCE

I, Kevin Rule, acting in my capacity as City Manager, upon approval by the governing body of the Issuer, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the municipal advisory services, as described herein.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
City of Woodcreek, Texas
Financial Advisory Engagement

MSRB Rule G-42 Disclosures

As municipal advisor to the City of Woodcreek, Texas (“you”), Stifel Nicolaus (“Stifel” or “we”) is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue described in the engagement letter [and the amount of compensation will be based on a percentage of the principal amount of the bond issue]. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: <http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search>.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: <http://brokercheck.finra.org/Firm/Summary/793>. You may access our Form ADV by using the following hyperlink: <https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx> and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: <http://brokercheck.finra.org/>.

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of \$1.75 million and restitution in the amount of \$1,891,188.13, plus interest. The FINRA staff did not require any remedial undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.



MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is made and entered into by and between City of Woodcreek, Texas (the "Issuer") and FirstSouthwest, a Division of Hilltop Securities Inc. ("FirstSouthwest"), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date").

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FirstSouthwest as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, FirstSouthwest is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer's issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FirstSouthwest, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) FirstSouthwest is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the "Municipal Advisory Services"). The Municipal Advisory Services, together with any services to be provided by FirstSouthwest as the Issuer's independent registered municipal advisor ("IRMA") pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the "Scope of Services" hereunder. The Scope of Services to be provided by FirstSouthwest may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages FirstSouthwest or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities ("Non-Municipal Advisor Services"), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to FirstSouthwest of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for

any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with FirstSouthwest's Duties.*** If and to the extent provided in the Scope of Services, FirstSouthwest is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, FirstSouthwest is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by FirstSouthwest about the Issuer and the municipal securities transaction or municipal financial product. In addition, FirstSouthwest is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service FirstSouthwest's municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit FirstSouthwest to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to FirstSouthwest reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that FirstSouthwest may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of FirstSouthwest's fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by FirstSouthwest based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by FirstSouthwest to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, FirstSouthwest shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of FirstSouthwest's fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by FirstSouthwest, including but not limited to any claim that FirstSouthwest should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, FirstSouthwest is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to FirstSouthwest reasonably designed to permit FirstSouthwest to fulfill its responsibility to have a reasonable basis for any information

FirstSouthwest provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While FirstSouthwest may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, FirstSouthwest shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, FirstSouthwest shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about FirstSouthwest provided for inclusion in the official statement, if applicable. The Issuer agrees that FirstSouthwest may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, FirstSouthwest is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to FirstSouthwest as may be reasonably necessary or otherwise helpful to FirstSouthwest in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by FirstSouthwest regarding itself, made in a certificate signed by FirstSouthwest that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that FirstSouthwest may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate FirstSouthwest, and FirstSouthwest agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, FirstSouthwest will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to FirstSouthwest, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FirstSouthwest.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have FirstSouthwest serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. FirstSouthwest's duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by FirstSouthwest to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if FirstSouthwest serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and FirstSouthwest would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate FirstSouthwest to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate FirstSouthwest to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to FirstSouthwest of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused FirstSouthwest to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from FirstSouthwest (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat FirstSouthwest as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have FirstSouthwest provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by FirstSouthwest shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. ***FirstSouthwest Not Responsible for Independence from Third Parties.*** Notwithstanding FirstSouthwest’s status as an IRMA, FirstSouthwest shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause FirstSouthwest to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have FirstSouthwest provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to FirstSouthwest written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, FirstSouthwest shall be authorized to communicate with such third party as necessary or appropriate in order for FirstSouthwest to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. FirstSouthwest shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to FirstSouthwest the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by FirstSouthwest, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by FirstSouthwest, and the failure by FirstSouthwest to specifically address any aspect of a third-party recommendation shall not be viewed as FirstSouthwest having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have FirstSouthwest provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, FirstSouthwest shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party.

FirstSouthwest may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have FirstSouthwest provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to FirstSouthwest's engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that FirstSouthwest serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that FirstSouthwest is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that FirstSouthwest's service as municipal advisor for one issuance of municipal securities would not result in FirstSouthwest being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that FirstSouthwest shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which FirstSouthwest is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which FirstSouthwest first provides advice to the Issuer with respect to such particular matter, and it is further understood that FirstSouthwest shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with FirstSouthwest, or any affiliate of FirstSouthwest, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which FirstSouthwest does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view FirstSouthwest as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by FirstSouthwest, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any

material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, FirstSouthwest takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, FirstSouthwest may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of FirstSouthwest's engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and FirstSouthwest acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that FirstSouthwest serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit FirstSouthwest from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that FirstSouthwest undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless FirstSouthwest or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless FirstSouthwest or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

**SECTION III
COMPENSATION, EXPENSES, LIABILITY
AND OTHER FINANCIAL MATTERS**

- A. **Compensation.** The fees due to FirstSouthwest for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in **Appendix B** hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify FirstSouthwest in writing of its concern in that regard.
- B. **Expenses.** FirstSouthwest shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.
- C. **Third-Party Payments.** The Issuer agrees that any request it makes to FirstSouthwest to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by FirstSouthwest of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).
- D. **No Custody of Issuer Funds.** This engagement does not contemplate that FirstSouthwest receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.
- E. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of FirstSouthwest or any of its associated persons, FirstSouthwest and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

**SECTION IV
REQUIRED DISCLOSURES**

- A. **Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by FirstSouthwest of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how FirstSouthwest addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by FirstSouthwest with the SEC.

B. Waiver of Disclosed Conflicts of Interest. By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by FirstSouthwest in the Conflict Disclosures as of the date of this Agreement.

C. Consent to Electronic Delivery of Disclosures. By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at manager@woodcreektx.gov, or at such other email address as the Issuer may hereafter provide in writing to FirstSouthwest.

**SECTION V
MISCELLANEOUS**

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

B. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FirstSouthwest, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

**FIRSTSOUTHWEST,
a Division of Hilltop Securities Inc.**

CITY OF WOODCREEK, TEXAS

By: Hill A. Feinberg
Hill A. Feinberg
Chairman and Chief Executive Officer

By: Brenton B Lewis

Name Brenton B Lewis

By: Jim Sabonis
Jim Sabonis
Managing Director

Title: City Manager

Date: 4/12/2017

By: Andre Ayala
Andre Ayala
Vice President

**APPENDIX A
MUNICIPAL ADVISORY SERVICES**

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by FirstSouthwest pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as FirstSouthwest determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, FirstSouthwest shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by FirstSouthwest may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of FirstSouthwest's view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. **Elections.** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. **Method of Sale.** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. FirstSouthwest will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. **Offering Documents for Competitive Offerings.** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FirstSouthwest shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. FirstSouthwest also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. **Credit Ratings.** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, FirstSouthwest will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. **Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. **Financial Publications.** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. **Consultants.** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when FirstSouthwest may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. **Changes in Laws.** Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FirstSouthwest becomes aware in the ordinary course of its business, it being understood that FirstSouthwest does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
17. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
18. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
19. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and FirstSouthwest, FirstSouthwest may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. FirstSouthwest shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in

connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. **Continuing Disclosure.** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. FirstSouthwest may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Other Post-Sale Services.** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and FirstSouthwest.

2. **Brokerage of Municipal Escrow Investments.** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by FirstSouthwest (but not by First Southwest Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, FirstSouthwest shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. FirstSouthwest agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and FirstSouthwest regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. **Capital Improvement Programs.** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. **Long-Range Planning.** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

3. **Refundings and Tender Offers.** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.

4. **Continuing Disclosure Documents.** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer's continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

**APPENDIX B
FORM AND BASIS OF COMPENSATION**

This Appendix B sets out the form and basis of compensation to FirstSouthwest for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due FirstSouthwest in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

Base Fee – Any Issue	\$15,000
plus \$5.00 per \$1,000 up to	\$10,000,000
plus \$3.50 per \$1,000 thereafter	

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which FirstSouthwest participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due FirstSouthwest in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to FirstSouthwest’s engagement as municipal advisor to the Issuer and FirstSouthwest shall be compensated for such services through and as part of the fees paid for the other services provided by FirstSouthwest hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, if requested by the Issuer, FirstSouthwest may provide services based on and subject to a joint written agreement by the Issuer and FirstSouthwest regarding the specific Other Post-Sale Services requirements and corresponding compensation for such services.

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, FirstSouthwest shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, FirstSouthwest shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by FirstSouthwest, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FirstSouthwest as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by FirstSouthwest in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that FirstSouthwest pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that FirstSouthwest has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by FirstSouthwest, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

VII. Development Services and Development Debt Instruments. Upon request, FirstSouthwest will assist the Issuer in structuring and securing for any development of real property (the "Development") one or more economic incentive program(s) as described in a development agreement for the Development ("Development Agreement") entered into between the Issuer and a property owner, developer, and/or development district (a "Program").

Recognizing the expertise that FirstSouthwest possesses regarding economic incentive programs, the fee for assisting the Issuer with reviewing, analyzing and structuring land developments and land development agreements shall be:

- (i) a nonrefundable upfront cash payment of \$25,000, payable prior to commencement of the work outlined in the Scope of Services and Appendix A and not credited against any other fees due to FirstSouthwest, unless mutually agreed to by the Issuer and FirstSouthwest in writing that the fee will be deferred to and considered a base fee to (ii); and
- (ii) a fee of 2.0% of the par amount of any bonds or any other debt obligations issued by the Issuer or by an entity under the Issuer's control for the benefit of the development

(this Development related financial advisory fee will apply to any sales tax revenue bonds, contract revenue bonds or special revenue bonds that are issued, including any refunding bonds, as long as such bonds and/or debt obligations are related to a Program as defined above; provided, however, this fee will not apply to any traditional new issuance of municipal securities as it relates to typical transactions for this type of issuer for which FirstSouthwest shall receive fees as described in Section I of Appendix B).

FirstSouthwest shall be entitled to reimbursement for reasonable expenses in connection with providing the above-referenced Development consulting services to the Issuer. Expenses shall be reimbursed within thirty (30) days after receipt of a detailed invoice therefor submitted by FirstSouthwest. Expenses related to Development Services are not contingent upon a Program being agreed to or a transaction being completed.

**APPENDIX C
MUNICIPAL ADVISOR DISCLOSURE STATEMENT**

This disclosure statement (the “Conflict Disclosures”) is provided by **FirstSouthwest, a Division of Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. First Southwest Asset Management (FSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers two

government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. Furthermore, this potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regime as a member of multiple self-regulatory organizations in which compliance is verified by not only internal tests but annual external examinations.

II. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

III. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

IV. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous

pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

V. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.

- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

STAFF

Council Voted Items – Direct Action needed:

NEW year-round TREE SIGNS (all tree trimming, and removals need permits and oak trimming prohibited Feb 1st to July 1st. (May 11th, 2022)

Stop Signs at Brookhollow and Augusta Drive to create a 3-way stop (August 31st, 2022)

Social Media accounts Facebook and Nextdoor (Nov 9th 2022)

Long-Term Parking permit (March 8th, 2022)

Install 4 digital, solar powered, permanent radar signs: at the main entrances (Woodcreek Dr near Cypress Falls, Woodcreek Dr near RR12, Brookmeadow near RR12) and on Champions facing east to control speed coming into Woodcreek (Sept 14th, 2022)

Packet for HOT committee including TML documents (Nov 9th, 2022)

Post Arborist RFP (Jan 25 2023)

Sign and Garage Sale sign permit updates (October 26th, 2022)

Fix Masonry and Board of Adjustment in Code of Ordinances (October 12, 2022)

Update lot line and zoning map / get cost approved by Council first (May 11th, 2022)

Procedures and Policy Binder update & post docs online (partially complete) (Jan 12th, 2022)

Consider all vendor contracts and go to RFQ (October 12th, 2022)

Distribution of Citizen Survey 2023 (Feb 8th, 2023)

Posting Dark Skies, Safe Driving, Neighborhood Patrolled Signs on Single pole at the greenspace on Woodcreek drive near The Triangle (Sept 14th, 2023)

Consider a City Inspector and Code Enforcement Officer (Dec 2022 report from ORC & Oct 12th, 2022)

Annual City-Wide Garage Sale (October 26th, 2023)

Staff Communication Policy – Rule + Gordon (December 14th, 2022)

New Permit process for plats, replats, subdivision with 4 annual dates for submission (Dec 14th, 2022 – updated Feb 8th 2023)

Review Board member terms & update list & identify who if any needs to be brought into alignment with new code (Jan 11th, 2022)

Regular Business identified as “needing action”:

Breakaway Stop Signs throughout the City

Update and Clean Up the City Website

Check on Municode Update – it is VERY delayed

Repair Pavement in the cul-d-sac on Elmbrook

Report on Investment Strategies and Budget Amendment– pending Feb 2023

Meeting and Training for Committee Chairs – some completed Jan 2023

Curve ahead signs Champions

Move Handicap parking sign to near the ramp at City Hall

Update the parks on the website to include the new ones – pending names approved

Add “file complaint” section to website

Customer Service surveys & 311

Improve accounting coding practices and more detailed invoices from vendors

AQUA donation to fix Memorial Plaza

Repair Brookmeadow planter where someone ran into it and broke off some of the masonry

Pursue health insurance for staff

ALL OTHER BOARDS + ELECTED BODY

COUNCIL VOTED – DIRECT ACTION NEEDED:

Par View Project – Hines / Rasco / Grummert

Stonehouse Circle – Hines / Rule / Rasco

Committee Appointments: Alternate on Ordinance Review

Use of \$227,000 from General Funds for road improvements – Platinum Panel (IN PROGRESS)

Master Transportation and Capital Improvements Plan – Platinum Panel

Walking Trails – Platinum Panel

BOND ELECTION NEXT STEPS– Platinum Panel

Review of Existing Ordinances – Ordinance Review

Recodification and Code Restructure – Ad Hoc (Hines + Grummert)

Chapters 154+ - Ad Hoc (Hines + Grummert)

Additional Traffic Calming and Signs – Platinum Panel

Consider Increasing Sherrif Patrols – Pulley

NEW Tree Inventory List (completed and shared with Council with recommended actions) - Tree

Name the City Park across from Memorial Park – Parks

Drainage Project – Bailey and Platinum Panel + K.Friese

Film Friendly City – Rasco

Revise Rainwater Collection; effluent for purple pipe, fire suppression– Hines

Address Oak Wilt with the Golf Course and provide report to Council - Rasco

Other pending business:

POSAC grant execution – Parks

Community Block Grant – Grummert

ARPA (2nd round)– Grummert + Platinum Panel + Bailey

Other Parks' Grants – Parks and Grummert (Texas Parks and Wildlife)

Concepts to work on



Community Garden – on city property by water tower?

Dog park at south entrance?




Colortrack Colortrac SmartLF 36-inch wide color scanner

★★★★★ (1)

[Details](#) [Reviews](#) [Stores](#)



Typically **\$3,690–\$3,726**

 Amazon.com - Seller	\$3,075.00
Colortrac SmartLF 36-inch... Free delivery	Usually \$3,690 30-day low
 eBay - cesimaging	\$3,075.00
Colortrac Smartlf Scan 36-... Free delivery by Mar 1	
 eBay - cesimaging	\$3,075.00
Colortrac Smartlf Scan 24-... Free delivery by Mar 1	




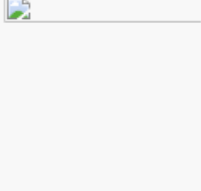
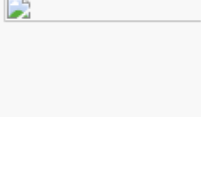
[→ Compare prices](#) [Feedback](#)

Same price at ITSupplies.com; ColorTrac.com

Default sorting

Showing all 5 results



-  COLORTAC SMARTLF SGC 44" SCANNER SG44C
\$12,995.00
-  COLORTAC SMARTLF SGE 44" SCANNER SG44E
\$15,995.00
-  SMARTLF SC 25C COLOR SCANNER
\$3,650.00
-  SMARTLF SC 36C 36" COLOR SCANNER
\$5,995.00
-  SMARTLF SC 42C 42" COLOR SCANNER
\$7,995.00



Roll over image to zoom in



Colortrac SmartLF 36-inch wide color scanner

Brand: Colortrac
★★★★☆ 23 ratings | 47 answered questions

Price: **\$3,075.00**
FREE Returns

You're approved for a credit line with Amazon Business. See your credit limit and take advantage of **30-day extended payment terms now.** Set up Pay by Invoice

Media Type	Paper
Scanner Type	Document
Brand	Colortrac
Model Name	Colortrac SmartLF
Connectivity Technology	Ethernet
Item Dimensions	51 x 9 x 11 inches
	See more

About this item

- CES IMAGING is an Authorized Colortrac Reseller
- 1 Year warranty included.

Offers also available from **certified small and diverse sellers.** Details

Report incorrect product information.

Consider a similar item

\$3,075.00

FREE Returns

FREE Prime delivery **Friday, March 3**

Deliver to City - Woodcreek 78676

Only 5 left in stock - order soon

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by CES Imaging and Fulfilled by Amazon.

Seller Credentials:
Registered Small Business, 889 certification

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Support: Free Amazon product support included

Shows what's inside. Item often ships in manufacturer container to reduce packaging. If this is a gift, consider shipping to a different address.

Add a Protection Plan:

- 3 Year General Merchandise Protection Plan for **\$144.99**
- 4 Year General Merchandise Protection Plan for **\$199.99**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF WOODCREEK, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Woodcreek desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Woodcreek to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Woodcreek in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Woodcreek, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for up to \$500,000.00 of grant funds to provide street improvements.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of Woodcreek is committing at minimum \$25,000 from its General Fund as a cash contribution toward the administration, engineering, and/or construction activities of this street improvement project.
6. The City of Woodcreek adopts the following policies:
 - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
 - b. Excessive Force Policy (Form A1003);
 - c. Fair Housing Policy (Form A1015);
 - d. Section 504 Policy and Grievance Procedures (Form A1004); and
 - e. Code of Conduct Policy (Form A1002).
7. The City of Woodcreek affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
 - f. Section 3 economic opportunity;
 - g. Limited English Proficiency; and
 - h. Activity to affirmatively Further Fair Housing choice.

Passed and approved this ____ day of _____, 2023.

Jeff Rasco, Mayor
City of Woodcreek, Texas

Suzanne Mac Kenzie, City Secretary
City of Woodcreek Texas

**CITY OF WOODCREEK
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at The City of Woodcreek offices, 41 Champions Circle, Woodcreek, TX 78676, (512)847-9390 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Woodcreek at 41 Champions Circle, Woodcreek, TX 78676, or may call (512)847-9390.

A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to The City of Woodcreek

2. Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City of Woodcreek shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of Woodcreek, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City of Woodcreek, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Woodcreek shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, The City of Woodcreek shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City of Woodcreek shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and

housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

- 4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Woodcreek must comply with the following citizen participation requirements in the event that the City of Woodcreek receives funds from the TxCDBG program:

- 1. The City of Woodcreek shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
- 2. Upon completion of the TxCDBG project, The City of Woodcreek shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
- 3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
- 4. The City of Woodcreek shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Signature

Name, title

Date

PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de dirección postal City of Woodcreek, 41 Champions Circle, Woodcreek, TX 78676, (512) 847-9390, en horario de oficina.

A continuación, se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a El Alcalde de la Ciudad en City of Woodcreek, 41 Champions Circle, Woodcreek, TX 78676, (512) 847-9390.
2. Una copia de la queja o reclamación se transmitirá por el alcalde/el juez a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Firma/Signature

Nombre, Título /Name, Title

Fecha/Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), The City of Woodcreek hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of The City of Woodcreek to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of The City of Woodcreek to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Woodcreek will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Woodcreek, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Name, Title

Date

Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Woodcreek hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Woodcreek does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Woodcreek recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Woodcreek shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Woodcreek shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Woodcreek to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 41 Champions Circle, Woodcreek, TX 78676 or call (512) 847-9390, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

- g. The Section 504 coordinator shall maintain the files and records of The City of Woodcreek relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to The City of Woodcreek within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that The City of Woodcreek complies with Section 504 and HUD regulations.

Signature

Name, Title

Date

As a Grant Recipient of a TxCDBG contract, City of Woodcreek shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of The City of Woodcreek shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of The City of Woodcreek shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to The City of Woodcreek Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, The City of Woodcreek hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Woodcreek agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Woodcreek agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Woodcreek will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Woodcreek, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Name, Title

Date

The individual items in the TxCDBG Civil Rights Resolutions are policies all grant recipients must adopt at City Council or Commissioner's Court. The policies are outlined in the Housing and Urban Development federal regulations and enforced by the Texas Department of Agriculture as the pass-through agency for grant implementation.

The components of the Civil Rights Resolutions are explained below:

1. Citizen Participation Plan and Grievance Procedures (Form A1013)

- This policy enacts procedures for encouraging public participation and for citizens to file complaints or grievances regarding services provided in the community's TxCDBG project.
- If your community has a certain percentage of non-English speakers, then the procedures must also be provided to the community in that identified language.

2. Section 3 Policy

- This policy enacts steps for your community to follow to provide job training, employment, and contracting opportunities to lower income residents or businesses that self-identify as Section 3 in the community.

3. Excessive Force Policy (Form A1003)

- This policy enacts a plan to prohibit use of excessive force against any individual engaged in non-violent civil rights demonstrations.

4. Section 504 Policy and Grievance Procedures (Form A1004)

- This policy states no individual with handicaps shall be excluded from participation or subject to discrimination in any program or activity of this grant.
- The policy also enacts procedures to file complaints or grievances for any person who believes she or he is subjected to discrimination.

5. Limited English Proficiency (LEP) Standards and Plan (Form A1010)

- This plan identifies if your community has a significant percentage of non-English speakers
- If the Census data indicates that a significant portion of the community population speaks English less than very well, your community must provide language assistance to ensure meaningful access to services in federally assisted programs and activities
- Activities which should be made accessible to LEP persons include:
 - Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects;
 - Publications regarding environmental reviews, civil rights, and other program requirements; and
 - Other program documents as needed.

6. Fair Housing Policy (Exhibit 1015)

- This policy enacts an agreement for the community to affirmatively further fair housing choice and plan at least one activity during the grant contract period. The activity for the community is declaring April as Fair Housing Month and running a public notice on Fair Housing in the local paper.

7. Code of Conduct Policy

- This policy enacts procedures intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the TxCDBG program.
- The policy outlines procedures to mitigate conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract.
- The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF WOODCREEK, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Woodcreek desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of Woodcreek is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor and City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.

- In addition to the above designated officials, should any grant be funded the Mayor Pro-Tem and City Secretary is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this ____ day of _____, 2023.

Jeff Rasco, Mayor
Woodcreek, Texas

Suzanne Mac Kenzie, City Secretary
Woodcreek, Texas

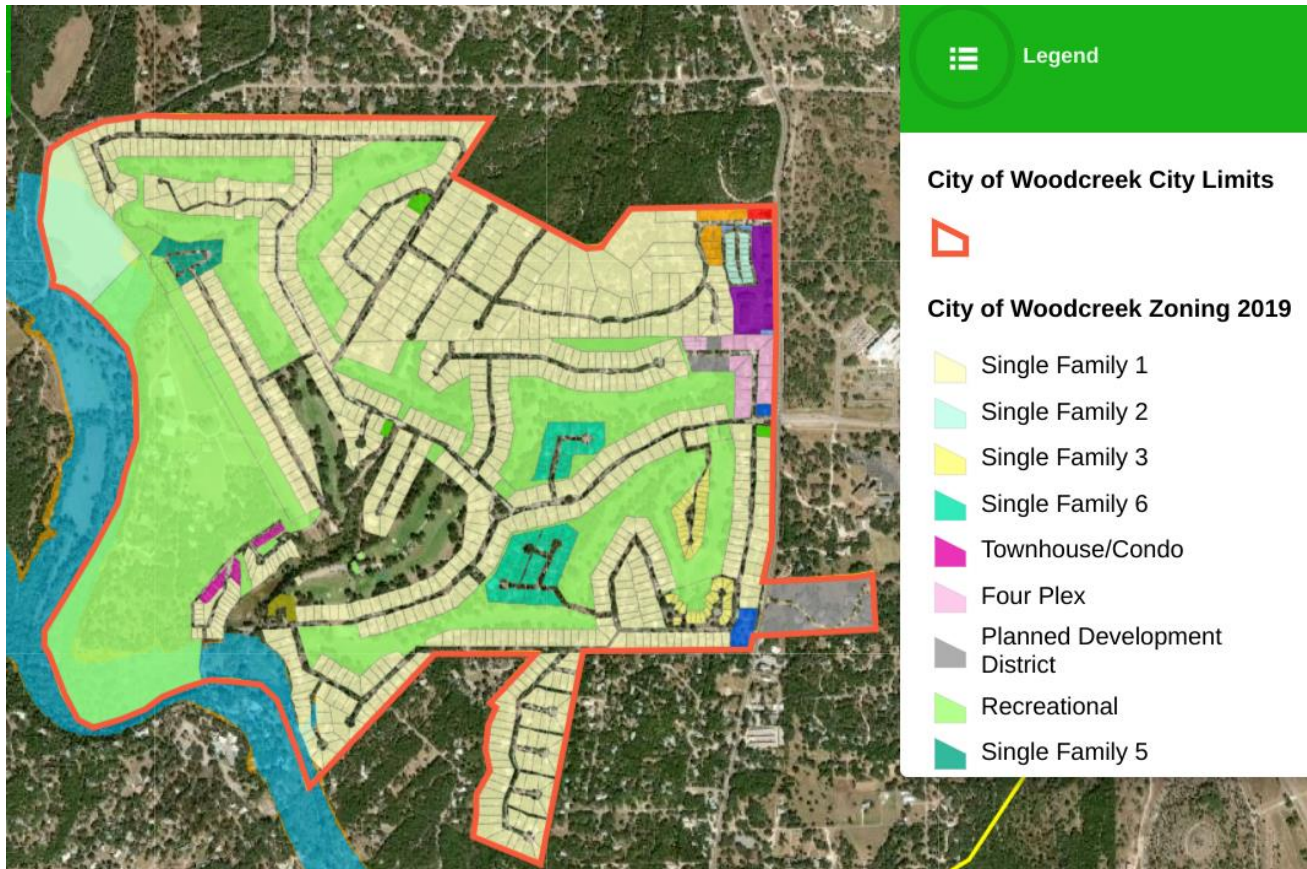
Establishing Minimum Lot Sizes in Zoning

Currently, we have standards on the minimum requirements for the size of a residential structure, garage space, parking, and maximum impervious coverage, but we lack minimum lot size designations in our Residential Zoning. Right now, to determine the minimum lot size allowed for each zoning SF1-6 you have to calculate it using the minimum build and impervious coverage requirements.

K.Friese first brought this irregularity to Councilmember Hines’ attention in fall Of 2021. City zoning regulations typically designated a minimum lot size for residential zoning purposes.

NOTE: Council has set a minimum lot size for future subdivision of single-family residential lots (SF1-6) to 12,000 sq ft to connect with wastewater services. However, the City STILL needs to address variance requests and to bring code into alignment with best practice for City code by setting minimum lot sizes.

	Minimum Build	Garage	Parking	Impervious Coverage 30%	TOTAL MINIMUM LOT SIZE
SF1	1500	400	600	2500	8334
SF2	1000	400	600	2000	6667
SF3	1000	400	600	2000	6667
SF4	900	0	600	1500	5000
SF5	1000	200	600	1800	6000
SF6	1000	400	600	2000	6667
TH/C	1000	400	600	2000	6667
DU-1	2000	400	1200	3600	12,000
4-PLX	3200	800	2400	6,400	21,334
all numbers in square feet					



RECOMMENDATIONS FROM ORDINANCE REVIEW

ZONING TYPE	CURRENT MINIMUM USING CALCULATION OF MINIMUM BUILD + IMPERVIOUS COVERAGE	PROPOSED MINIMUM LOT SIZE
SF-1	8334	14,520
SF-2	6667	14,020
SF-3	6667	14,020
SF-4	5000	12,000
SF-5	6000	12,000
SF-6	6667	12,000
TH/C	6667	12,000
DU-1	12,000	14,520
4-PLX	21,334	21,780

$\frac{1}{4}$ of an acre is 10,890 square feet

$\frac{1}{3}$ of an acre is 14,420 square feet

PLANNING & ZONING (P&Z) COMMISSION
DRAFT - STR ORDINANCE - 221017

Ordinance No. XX-XXXX

An ordinance creating the “Short-term Rental” Regulation within Chapter 156: Zoning, of the Code of Ordinances City of Woodcreek Texas, 2022 (156:066 - Short Term Rentals); providing regulations for residential property rented for time periods of less than a month; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date

WHEREAS, the increase in the number of persons or entities desiring to rent their residential properties has led to the proliferation of transient and vacation rental uses within neighborhoods previously planned, approved and constructed for use as single-family residences; and

WHEREAS, the use of single-family residences by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

WHEREAS, the regulation of the use and operation of such “short-term rental” property is intended to prevent the further erosion of pre-existing and stable single-family Zoning Districts, and further advance the City Council’s objective of

championing great neighborhoods; and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of affordable housing, both ownership and long-term rental; and

WHEREAS, the Residential Requirements and Limitations did not allow the use of property zoned residential to be used for transient, short-term stays for less than 30 days in any zone excepting SF-4; and

WHEREAS, the enforcement of land use regulations in residential property poses unique enforcement difficulties and merits a stand-alone ordinance to provide clear rules for such rentals; and

WHEREAS, the City Council reviewed and studied a variety of possible regulations for short-term rentals, and determined that said temporary use should be restricted to nonresidential, mixed-use and multi-family zoning use districts (Multi-Family), and to the single-family zoning use district (SF-4) designed specifically to support the Quicksand at Woodcreek Golf Resort of the City of Woodcreek; and

WHEREAS, the requirement of an annual short-term rental permit that could be suspended or revoked in the event of repeated nuisance violations related to noise, trash, parking, etc.; and

WHEREAS, City Council finds that regulating the short-term rental of residential property is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City of Woodcreek;

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

1.

That the “**Short-term Rental**” Regulation within Chapter 156: Zoning, of the Code of Ordinances City of Woodcreek Texas, 2022 (156:066 - Short Term Rentals), is hereby established and shall read as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.01 Title

This Regulation within Chapter 156: Zoning, of the Code of Ordinances City of Woodcreek Texas, 2022 (156:066 - Short Term Rentals) is hereby designated and shall be known and referred to as the “Short-term Rental” Regulation of the Code of Ordinances City of Woodcreek.

Section 1.02 Purpose

The purpose of this Regulation is to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, and the general public, through the regulation of short-term rental residential property. The intent of this Section is to preserve the neighborhood character of residential zones within the City of Woodcreek and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use.

Section 1.03 Applicability

The provisions of this Regulation shall apply to all existing and future residential properties, both primary and accessory structures, and any portions thereof.

Short-term Rentals shall only be permitted in Zones SF-4, and “Multi-Family”. Short-term Rentals are prohibited in any floodway located within the city limits, regardless of zoning district.

ARTICLE II DEFINITIONS

Section 2.01 Definitions

Administrator means the Director of the department designated by the City Manager to enforce and administer this Regulation, including the Director’s designees.

Advertise means the act of drawing the public’s attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Booking Service means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

Hosting Platform means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

Occupant means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Premises means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does not include a Bed and Breakfast as defined in the Unified Development Code as, “A private, owner-occupied residence that offers sleeping accommodations to not more than 10 lodgers. A bed and breakfast home is not a single-family house”.

ARTICLE III

GENERAL REGULATIONS

Section 3.01 Unpermitted short-term rentals prohibited

- A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental.
- B. It shall be an affirmative defense to a violation of this Regulation that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

Section 3.02 Requirements for hosting platforms

- A. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of Woodcreek through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RENTAL" REGULATION OF THE WOODCREEK CITY CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF WOODCREEK WITHOUT AN ACTIVE SHORT-TERM RENTAL PERMIT.
- B. Notwithstanding any other provision of this Regulation, nothing shall relieve any owner, person, occupant, or Hosting Platform of the obligations imposed by the applicable provisions of state law and the Woodcreek City Code, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this Regulation shall be construed to limit any remedies available under the applicable provisions of state law and the Woodcreek City Code.

Section 3.03 Short-term rental permit required

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the City, a short-term rental permit shall be approved by Administrator, or designee, if the application satisfies all the conditions of this Regulation, the “Taxation” Chapter, the “General Design Principles and Objectives” Chapter, and all pertinent Chapters of the Woodcreek City Code. The Administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this Regulation.

Section 3.04 Expiration of permit; renewals

A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Regulation and all other applicable City Code provisions, an application for the renewal of a short-term rental permit shall be approved by the Administrator, or designee. The Administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this Regulation.

Section 3.05 Requirements of application

- A. Except as provided in this Regulation, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the Administrator:
1. The name, address, contact information and authenticated signature for the owner of the premises;
 2. The name, address and contact information of the operator, agent if any, and designated local responsible party as required in Section 3.06;

3. The City registration number for Hotel Occupancy Tax;
 4. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
 5. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
 6. Proof of insurance as required in Section 3.07;
 7. The name and contact information for the property owner's association, if any, of which the premises is covered by the dedicatory instruments;
 8. A copy of the proposed host rules for the short-term rental; and
 9. Such certifications deemed necessary and proper to ensure compliance with this Regulation.
- B. An application for a short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The Administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this Regulation.
- C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Regulation.
- D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his or her sole discretion may grant a

one-time extension of the current permit not to exceed ten (10) days.

Section 3.06 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this Regulation.

Section 3.07 Proof of insurance required

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental that provides coverage of up to \$1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

Section 3.08 Inspection required

No permit or renewal permit shall be approved for a short-term rental until the City has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a re-inspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution.

Section 3.09 Permit fees

A fee established by resolution of the City Council will be charged to reimburse the City for all costs associated with the administration of this Regulation.

Section 3.10 Hotel occupancy taxes; Request for occupancy history

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under State law and the Taxation Chapter of the Woodcreek City Code. Upon request of the Administrator or the City Manager of the City of Woodcreek, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

Section 3.11 Short-term rental permit nontransferable

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of said permit.

Section 3.12 Restrictions on number of occupants

- A. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.
- B. Regardless of the number of bedrooms at the premises, it shall be unlawful:
 1. For more than ten (10) persons (including children), to occupy a short-term rental at any one time; or
 2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a

short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

- C. A visual inspection of more than ten (10) persons by a city employee at the premises either in person or through recorded media is prima facie evidence of and shall be probable cause to issue a citation for a violation of this Regulation.

Section 3.13 Parking restrictions

The maximum amount of motor vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces. It shall be unlawful for an owner or person to permit, allow or advise occupants to park more vehicles on the premises than the available off-street parking spaces, or to suffer or permit parking of vehicles on an unapproved surface. It shall be unlawful for an occupant of a short-term rental to park a motor vehicle on a residential street near a short-term rental. It shall be unlawful for an occupant of a short-term rental, or an owner thereof to allow an occupant, to park or occupy a motor home, recreational vehicle, boat, commercial vehicle, or otherwise prohibited motor vehicle on the premises of a short-term rental or on a residential street near a short-term rental. Existing Parking Ordinances shall apply to and supersede this Regulation.

Section 3.14 Minimum stay required

It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours.

Section 3.15 Physical conversion of premises prohibited

- A. It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge or otherwise modify premises to add additional bedrooms for use as a Short-term Rental.

2. It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to create additional on-premise parking without prior approval from the City of Woodcreek.

Section 3.16 Noise restrictions

Excessive noise or other disturbance outside the short-term rental is prohibited in accordance with § 97.03 - GENERAL PROHIBITIONS; QUIET HOURS. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas.

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment in accordance with § 97.04 - RESTRICTIONS ON AMPLIFIED SOUND.

Section 3.17 On-premise curfew requirements

It shall be unlawful for an owner or person to allow the congregation of occupants outside at the premises between the hours of 10:00 p.m. and 9:00 a.m. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas.

Section 3.18 Trash pickup requirements

It shall be unlawful for an owner or occupant to place, or allow to be placed, trash on the premises before 7:00 PM the evening prior to scheduled pickup or on a day not scheduled for pickup by the City or its authorized solid waste transportation vendor.

Section 3.19 Advertising, promoting or allowing of special events prohibited

- A. It shall be unlawful for an owner or occupant to advertise or promote a special event, or allow the advertising and promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or any similar activity that would assemble large numbers of invitees) to be held on the premises (i.e.

utilize the premises as a ‘banquet hall’ as defined in the Unified Development Code).

- B. It shall be unlawful for an owner or occupant to allow, suffer or permit a banquet hall or special event as described to be held on the premises.

Section 3.20 Notice to occupants of short-term rentals

An owner or person operating a short-term rental shall provide a notice of instructions (also known as “host rules”) to occupants staying at the premises in a form developed by the Administrator. The notice shall instruct the occupants as to all applicable city regulations pertaining to short-term rentals. These include, but are not limited to:

- (A) Maximum number of occupants.
- (B) Location of required off-street parking, other available parking, and prohibition of parking on landscaped areas.
- (C) Quiet hours, curfews, and noise restrictions.
- (D) Restrictions of outdoor facilities.
- (E) 24-hour designated local contact person and phone number.
- (F) Property cleanliness requirements.
- (G) If pets are allowed, a pet policy that includes responsibility for noise, waste removal and disposal, and damages.
- (H) Trash pick-up requirements, including location of trash cans.
- (I) Flooding hazards and evacuation routes. Including information on the emergency siren system.
- (J) Emergency numbers.
- (K) Notice that failure to conform to the occupancy and parking requirements is a violation of the City Code and occupant or visitor can be cited.
- (L) Other useful information about the community.

Section 3.21 Permit to be displayed

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

Section 3.22 Use of assigned permit number required

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the Administrator.

Section 3.23 Use of unauthorized permit number prohibited

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

ARTICLE IV

ADMINISTRATIVE PROCEDURES

Section 4.01 Revocation of permit

- A. Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has:
- (1) received more than two citations for violations of this Regulation or any other provision of this Code of Ordinances within the preceding 12-month time period; or
 - (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance; or

- (3) knowingly made a false statement in the application; or
- (4) otherwise become disqualified for the issuance of a permit under the terms of this Article.
- B. Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.
- C. Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Article.
- D. One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the Administrator, no second or additional permit shall be issued for a short-term rental on the premises for at least one year of the date such permit was revoked.

Section 4.02 Administrative appeals of denial or revocation of permit

- A. Upon denial or revocation of a permit, the Administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

- B. The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the Administrator.
- C. The hearings provided for in this Regulation shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the recorded evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.
- D. After such hearing, an applicant or permit holder whose permit was denied or revoked by the Administrator may appeal to the City Appeal Officer or Commission designated by the City Manager to hear such appeals.
- E. An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

Section 4.03 Appeals of Administrator decision

- A. All appeals to the City Appeal Officer or Commission must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with above.
- B. The City Appeal Officer or Commission shall schedule the appeal hearing within twenty (20) days from receipt of the appellant or permit holder's appeal request.
- C. If the City Appeal Officer or Commission finds by preponderance of the evidence that the denial or revocation of the permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer or Commission shall affirm the denial or revocation of appellant's application or permit.

- D. The City Appeal Officer or Commission may consider any or all of the following factors when reaching a decision on the merits of the appeal:
1. The number of violations, convictions, or liability findings;
 2. The number of previous permit revocations;
 3. The number of repeat violations at the same location;
 4. The degree to which previous violations endangered the public health, safety or welfare; and
 5. Any pending action or investigation by another agency.
- E. After the hearing, the City Appeal Officer or Commission shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.
- F. The City Appeal Officer or Commission may affirm or reverse the denial or revocation of the permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new permit for a short-term rental on the premises sooner than one year after the date of the order. If reversed, the permit shall be reinstated immediately, in the case of a revocation, or the permit shall be issued within three (3) business days, in the case of a denial.
- G. The determination of the City Appeal Officer or Commission shall be final on the date the order is signed.
- H. An appeal to the City Appeal Officer or Commission does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Appeal Officer or Commission.

ARTICLE V

ENFORCEMENT

Section 5.01 Discontinuance

- A. The owner of a short-term rental use that was not registered with the City of Woodcreek for hotel occupancy tax prior to January 01, 2023, and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Regulation, shall discontinue the short-term rental use no later than July 1, 2023.
- B. The owner of a short-term rental use that was registered with the City of Woodcreek for hotel occupancy tax prior to January 01, 2023, and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Regulation, shall discontinue the short-term rental use no later than April 30, 2023.
- C. If the permit for a short-term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.

Section 5.02 Penalties

- A. A person who violates any provision of this Regulation by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.
- B. If the definition of an offense under this Regulation does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

- C. If the definition of an offense under this Regulation prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).
- D. Prima facie proof of violation of this section is established if it is shown that visual inspection was made by a code enforcement officer, building inspector, fire inspector or police officer at a unit. Establishment of a prima facie level of proof in this subsection does not preclude a showing of violations of a dwelling by a person in any other manner.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Woodcreek; and this ordinance shall not operate to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Woodcreek in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Woodcreek in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Woodcreek.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Woodcreek, Texas, in compliance with the provisions of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective on January 1, 2023.