

## **City of Woodcreek City Council Meeting**

**November 13, 2019; 6:30 p.m.**

**Woodcreek, Texas**

### **Notice of Agenda**

*This notice, as amended, is posted pursuant to the Texas Open Meetings Act (Vernon's Texas Codes Ann. Gov. Code Chapter 551). The Woodcreek City Council will hold a Special City Council Meeting on November 13, 2019, at 6:30 p.m. at Woodcreek City Hall, 41 Champions Circle, Woodcreek, Texas at which time the following items will be considered:*

**1. Call to Order**

**2. Invocation**

**3. Pledge of Allegiance:**

- A. To the United States of America**
- B. To the Great State of Texas**

**4. Roll Call**

**5. Public Comments:**

Interested persons are required to sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak and whether they wish to speak on the item at the beginning of the meeting or during the meeting when the agenda item is being considered by the City Council. Speakers shall refrain from comments regarding the City's staff, elected officials, or council appointed committee membership which are prohibited by law. Delegations of more than five persons shall appoint one person to present their views before the City Council. The City Council may not discuss or comment about an item not included on the agenda, except that the Council may (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) propose that the item be placed on a future agenda. Comments will be limited to three (3) minutes per speaker.

**6. Citizen Communication:**

- A. Miles Grant and Quin Webber – student representatives from WimberleyValleyWorks will speak to the Council about the Youth Voices Matter project.**

**7. Consent Agenda: All of the following items are considered self-explanatory by the Council and may be acted upon with one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests. For a Citizen to request removal of an item from the Consent Agenda, a written request must be completed and submitted to the City Manager.**

- A. Approval of the Minutes of the Regular City Council Meeting of September 11, 2019, Special City Council Meeting of September 12, 2019, Special City Council Meeting of September 16, 2019, Special City Council Meeting of September 19, 2019 and the Special City Council Meeting of September 25, 2019.**
- B. Approval of Financial Statements for September 2019**
- C. Approval of Financial Statements for October 2019**

**8. Regular Agenda:**

- A. Discussion and/or Take Possible Action on an ordinance to rezone 14 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 6, 7 and 8 of Brookmeadow IV to SF-1 (Single-Family Residence). Lots 6 and 7 of Brookmeadow IV are currently zoned SF-6 (Single-Family Residence) and Lot 6 of Brookmeadow IV is currently**

zoned SF-1. This property is further identified by the Hays County Appraisal District by Parcel ID Number R22128. The Planning and Zoning Commission held a public hearing on the proposed rezoning on September 23, 2019 and recommended approval. The City Council held a public hearing on September 25, 2019 and a majority voted to approve the rezoning of the property.

- B. Discussion and Take Appropriate Action on the Appointment of an individual to serve as a representative for the CAPCOG General Assembly. (City Manager Lewis)
- C. Discussion and Take Appropriate Action on a Participation Agreement between the City of Woodcreek and The Local Government Purchasing Cooperative. (City Manager Lewis)

## 9. Adjourn

*Executive sessions held during this meeting will generally take place in the City Manager's office, at the discretion of the City Council.*

*The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. 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.*

*Attendance by Other Elected or Appointed Officials:*

*It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.*

*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.*

I certify that the above notice was posted on the 8<sup>th</sup> day of November 2019 at 1:35 p.m.

By:   
William P. Scheel, Mayor

# City of Woodcreek Regular City Council Meeting

September 11, 2019; 6:30 p.m.

Woodcreek, Texas

## Minutes

1. **Call to Order:** Mayor Scheel called the meeting to order at 6:30 p.m.
2. **Invocation**
3. **Pledge of Allegiance:**
  - A. **To the Flag of the United States of America**
  - B. **To the Flag of the Great State of Texas**
4. **Roll Call: Present:** Mayor William P. Scheel, Mayor Pro Tem Nancye Britner, Councilmember Aurora LeBrun, Councilmember Ray Don Tilley, Councilmember Cyndi Jackson, Councilmember Eric Eskelund, City Manager Brenton B. Lewis, Woodcreek Attorney Casandra Cascos Ortiz, Director of Public Works Frank Wood, City Secretary Linda Land  
**Absent:** None.
5. **Public Comments:**

Suzanne Gordon spoke in support of City Manager Lewis

Whitney Miller spoke against adopting film guidelines without additional input.

Andy Davenport spoke in favor of revoking the SUP for 155 Champions Circle at tomorrow's meeting.

Karen Poe spoke in support of City Manager Lewis. She also spoke against allowing Short Term Rentals.

Jane Little expressed concerns about the proposed Board of Adjustment ordinance changes.
6. **Proclamation Designating September 17<sup>th</sup> – 23<sup>rd</sup>, 2019 as Constitution Week**
7. **Consent Agenda:**
  - A. **Approval of the Minutes of the Special City Council Meeting of August 7, 2019, Regular City Council Meeting of August 14, 2019, and the Special City Council Meeting of August 22, 2019**
  - B. **Approval of Financial Statements for August 2019**

Councilmember Eskelund moved to approve the Consent Agenda in its entirety. Mayor Pro Tem Britner seconded the motion, which passed with a vote of 5-0-0.
8. **Regular Agenda:**
  - A. **Executive Session – Pursuant to the Texas Local Government Code Section 551.074 – to Discuss a Possible Communication Work Plan for City Manager Lewis, Tabled from August 14<sup>th</sup>, 2019 Regular Meeting.** Mayor Pro Tem Britner moved to remove this item from the Agenda. The motion was seconded by Councilmember Eskelund, and the motion failed with a vote of 2-3-0. The following voted Aye: Mayor Pro Tem Britner, Councilmember Eskelund. The following voted Nay: Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson. The following Abstained: None. City Manager Lewis requested an Open Session.
  - B. **Discussion and Possible Action Regarding a Possible Communication Work Plan for City Manager Lewis, Tabled from August 14<sup>th</sup>, 2019 Regular Meeting.** After discussion, Mayor Pro Tem Britner moved to accept the communication plan given to City Manager Lewis during the evaluation. Councilmember Jackson seconded the

motion which passed with a vote of 4-1-0. The following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson. The following voted Nay: Councilmember Eskelund. The following Abstained: None.

- C. **Discussion and Possible Adoption of Woodcreek Film Guidelines.** Mayor Pro Tem Britner asked Carroll Wilson to present the guidelines. Mr. Wilson, Anita Collins and Randy Polk explained the process for becoming a Film Friendly City. Councilmember Eskelund made a motion to get citizen input to review the documents and bring it back to Mayor Pro Tem Britner to present at the next City Council Meeting. The motion was seconded by Councilmember Jackson and passed with a vote of 5-0-0.

*Mayor Scheel moved Item 8G to this point in the meeting.*

- G. **Discussion on Hays Trinity Groundwater Conservation District Groundwater Management Zones and potential impact on Aqua Texas users.** Councilmember Jackson expressed concerns. Linda Kay Rogers, HIGCD, answered questions during the discussion.

- D. **Discussion and Take Appropriate Action on an Ordinance Establishing an Amendment for the City of Woodcreek Code of Ordinances Amending Chapter 152 – Signs; Defining Terms, Providing Penalties, and Providing for Enactment, Repealer, Severability, Codification, and Effective Date, and Finding Proper Notice and Meeting.** After discussion, Councilmember LeBrun moved to adopt the amendments as presented. Councilmember Jackson seconded the motion. After further discussion, the motion passed with a vote of 3-2-0. The following voted Aye: Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson. The following voted Nay: Mayor Pro Tem Britner, Councilmember Eskelund. The following Abstained: None.

- E. **Discuss and Take Appropriate Action on the Second Consideration of Chapter 30 of the Woodcreek Code of Ordinances as it Relates to First Reading of Revised Board of Adjustment Ordinance.** Councilmember LeBrun moved to adopt the ordinance as amended. The motion was seconded by Councilmember Jackson. After discussion of legal requirements, Councilmember Tilley moved to amend the motion to include changes to 30.58 (D) to say "Appointments to the Board shall be staggered 2-year terms. Upon initial appointment, 3 members shall serve for 2 years and 2 members shall serve for 1 year. The determination will be made by drawing names with the first three selected for the full 2-year terms. After initial appointment, all members will serve for 2 years. Terms of office shall expire on the first of October of any given year." The amendment to the motion was seconded by Councilmember Jackson. After discussion, Councilmember Tilley withdrew his amendment to the motion. Councilmember LeBrun amended the original motion to receive new language from the City Attorney to be submitted to City Council for comments and brought for third reading in October. The motion was seconded by Councilmember Eskelund which passed with a vote of 4-1-0. The following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Eskelund. The following voted Nay: Councilmember Jackson. The following Abstained: None.

- F. **Discussion and Take Appropriate Action on an Ordinance of the City Council of the City of Woodcreek, Texas Amending Chapter 151: Building Regulations; Construction as it Relates to Section 156(A) Compliance with other Ordinances and Regulations – Building Codes, Providing for Severability, Providing an Effective Date, and Providing for Proper Notice and an Open Meeting.** City Manager Lewis explained the process for updating building codes. Mayor Pro Tem

Britner moved to adopt the ordinance as presented. The motion was seconded by Councilmember Tilley and passed with a vote of 5-0-0.

**H. Discussion and Take Appropriate Action on a Modification to Professional Engineering Services Proposal for Roads Advisory Work Group Support with Jones Carter.** Councilmember Eskelund moved to approve the modification as presented. The motion was seconded by Councilmember Tilley and passed with a vote of 5-0-0.

**9. Adjourn.** There being no further business, the meeting was adjourned at 8:45 p.m.

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**William P. Scheel, Mayor**

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**Linda Land, City Secretary**

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**City of Woodcreek Special City Council Meeting**  
**September 12, 2019; 11:00 a.m.**  
**Woodcreek, Texas**

**Minutes**

1. **Call to Order** – Mayor Scheel called the meeting to order at 11:01 a.m.
2. **Roll Call** –  
**Present:** Mayor William P. Scheel, Mayor Pro Tem Nancye Britner, Councilmember Aurora LeBrun, Councilmember Ray Don Tilley, Councilmember Eric Eskelund, City Manager Brenton Lewis, Woodcreek Attorney Cassandra Cascos Ortiz, City Secretary Linda Land, Administrative Assistant Maureen Mele.  
**Absent:** Councilmember Cyndi Jackson.
3. **Public Comments** – All Public Comments occurred during Agenda item 4A.
4. **Agenda:**
  - A. **Public Hearing on the Proposal to Re-Zone Lot 18, Woodcreek, Section 4-A, 155 Champions Circle, Woodcreek, Texas from SF-1 (Single Family Residential) with a Special Use Permit (Commercial Use for Day Rental and Overnight Lodging) to SF-1 (Single Family Residential) and Revoke the Special Use Permit (Commercial Use for Day Rental and Overnight Lodging). This Property is Further Identified by Hays Central Appraisal District Property ID R48940**  
**Opened at 11:04 a.m.**

*Meredith Davenport (complainant) spoke in support of revoking the Special Use Permit. She provided a timeline and Ordinance violations.*

*Tom Harrington spoke in opposition of revoking the Special Use Permit.*

*Bob Hambrick spoke in support of revoking the Special Use Permit and in opposition to other STR's (Short Term Rental's) in Woodcreek.*

*Suzanne Gordon spoke in support of revoking the Special Use Permit and in opposition to other STR's in Woodcreek.*

*Linda Powell spoke in support of revoking the Special Use Permit.*

**Closed at 11:28 a.m.**
  - B. **Consider Recommendation from Planning and Zoning on the Proposal to Re-Zone Lot 18, Woodcreek, Section 4-A, 155 Champions Circle, Woodcreek, Texas from SF-1 (Single Family Residential) with a Special Use Permit (Commercial Use for Day Rental and Overnight Lodging) to SF-1 (Single Family Residential) and Revoke the Special Use Permit (Commercial Use for Day Rental and Overnight Lodging). This Property is Further Identified by Hays Central Appraisal District Property ID R48940**

*City Manager Lewis explained that Planning and Zoning met on Aug. 21<sup>st</sup>, 2019 at 5:00 p.m. and recommended revoking the Special Use Permit by a vote of 5-0-0.*

- C. Discussion and Possible Action Regarding the Proposal to Re-Zone Lot 18, Woodcreek, Section 4-A, 155 Champions Circle, Woodcreek, Texas from SF-1 (Single Family Residential) with a Special Use Permit (Commercial Use for Day Rental and Overnight Lodging) to SF-1 (Single Family Residential) and Revoke the Special Use Permit (Commercial Use for Day Rental and Overnight Lodging). This Property is Further Identified by Hays Central Appraisal District Property ID R48940**

*Councilmember Tilley made a motion to Re-Zone Lot 18, Woodcreek, Section 4-A, 155 Champions Circle, Woodcreek, Texas from SF-1 with a Special Use Permit to SF-1 and Revoke the Special Use Permit. Councilmember LeBrun seconded this motion. Discussion was held and there was a vote of 4-0-1. The following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Eskelund. The following voted Nay: none. Absent and not voting: Councilmember Jackson.*

- D. Discussion and Take Appropriate Action on an Ordinance of the City Council of the City of Woodcreek, Texas Repealing Ordinance No. 00-65P Special Use Permit #4 – Island House and Revoking the Special Use Permit of 155 Champions Circle (Woodcreek Section 4-A, Lot 18), Removing All References in the City of Woodcreek Zoning Code Authorizing a Special Use Permit for 155 Champions Circle (Woodcreek Section 4-A, Lot 18), Providing for Severability, Providing an Effective Date, and Providing for proper Notice and an Open Meeting.**

*Councilmember Eskelund made a motion to Repeal Ordinance No. 00-65P and remove all references authorizing Special Use Permit #4 for 155 Champions Circle. Mayor Pro Tem Britner seconded this motion. There was a vote of 4-0-1. The following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Eskelund. The following voted Nay: none. Absent and not voting: Councilmember Jackson.*

- 5. Adjourn –** Mayor Scheel adjourned the meeting at 11:41 a.m.

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William P. Scheel, Mayor

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Linda Land, City Secretary

**City of Woodcreek Special City Council Meeting  
September 16, 2019; 5:00 PM.  
Woodcreek, Texas**

**Minutes**

1. **Call to Order:** Mayor Scheel called the meeting to order at 5:00 p.m.
2. **Roll Call: Present:** Mayor Scheel, Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson, Councilmember Eskelund, City Manager Lewis, City Secretary Land  
**Absent:** Mayor Pro Tem Britner, Woodcreek Attorney Ortiz, Director of Public Works Wood, Administrative Assistant Mele
3. **Agenda:**
  - A. **First Public Hearing on the 2019 Tax Year Proposed Property Tax Rate of \$.2235 for the City of Woodcreek.**  
**Opened:** 5:02 p.m.  
A written communication from Sally England which supported reducing the tax rate was read.  
**Closed:** 5:03 p.m.
4. **Adjourn:** There being no further business, the meeting was adjourned at 5:04 p.m.

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William P. Scheel, Mayor

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Linda Land, City Secretary



**City of Woodcreek Special City Council Meeting  
September 19, 2019; 6:00 PM.  
Woodcreek, Texas**

**Minutes**

1. **Call to Order:** Mayor Scheel called the meeting to order at 6:01 p.m.
  
2. **Roll Call:**  
**Present:** Mayor Scheel, Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson, Councilmember Eskelund, City Manager Lewis, Admin Asst Mele  
**Absent:** Mayor Pro Tem Britner, Woodcreek Attorney Ortiz, Director of Public Works Woods, City Secretary Land
  
3. **Agenda**
  - A. **Second Public Hearing on the 2019 Tax Year Proposed Property Tax Rate of \$.2235 for the City of Woodcreek.**  
**The Public Hearing was Opened at 6:01 p.m.**  
A written communication from Sally England which supported reducing the tax rate was read.  
**The Public Hearing was Closed at 6:04 p.m.**
  
  - B. **Public Hearing on the Proposed Budget for Fiscal Year 2019-2020.**  
**The Public Hearing was Opened at 6:04 p.m.**  
No speakers or written communications.  
**The Public Hearing was Closed at 6:05 p.m.**
  
  - C. **Discuss and Take Appropriate Action on Proposed Budget for Fiscal Year 2019-2020.**  
A motion was made by Councilmember Eskelund to vote on the budget at the Sept. 25<sup>th</sup> City Council meeting. Councilmember Tilley seconded that motion. The motion carried with a vote of 4-0-1. The following voted Aye: Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson, Councilmember Eskelund. The following voted Nay: None. The following were Absent and Not Voting: Mayor Pro Tem Britner.
  
4. **Adjourn:** There being no further business, the meeting was adjourned at 6:12 p.m.

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William P. Scheel, Mayor

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Linda Land, City Secretary

**City of Woodcreek Special City Council Meeting**  
**September 25, 2019; 5:00 PM.**  
**Woodcreek, Texas**

**Minutes**

1. **Call to Order.** Mayor Scheel called the meeting to order at 5:00 PM.
2. **Roll Call. Present:** Mayor William P. Scheel, Mayor Pro Tem Nancye Britner, Councilmember Aurora LeBrun, Councilmember Ray Don Tilley, Councilmember Cyndi Jackson, Councilmember Eric Eskelund, City Manager Brenton B. Lewis, City Secretary Linda Land  
**Absent:** Woodcreek Attorney Casandra Cascos Ortiz, Director of Public Works Frank Wood
3. **Public Comments:**  
Whitney Miller spoke in favor of keeping funding for future emergencies.
4. **Agenda:**
  - A. **Public Hearing to consider rezoning 14 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 6, 7 and 8 of Brookmeadow IV to SF-1 (Single-Family Residence). Lots 6 and 7 of Brookmeadow IV are currently zoned SF-6 (Single-Family Residence) and Lot 8 of Brookmeadow IV is currently zoned SF-1. This property is further identified by the Hays County Appraisal District by Parcel ID Number R22128.**  
**The Public Hearing was Opened at 5:02 PM.**  
Steve Passalacqua, 14 Brookmeadow Dr. property owner, asked questions about any potential effects of rezoning his property  
**The Public Hearing was Closed at 5:05 PM.**
  - B. **Consider Recommendation from Planning and Zoning Commission on the Proposal to consider rezoning 14 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 6, 7 and 8 of Brookmeadow IV to SF-1 (Single-Family Residence). Lots 6 and 7 of Brookmeadow IV are currently zoned SF-6 (Single-Family Residence) and Lot 8 of Brookmeadow IV is currently zoned SF-1. This property is further identified by the Hays County Appraisal District by Parcel ID Number R22128. City Manager Lewis relayed the Planning and Zoning Commission's recommendation that City Council rezone from SF-6 to SF-1.**
  - C. **Discussion and Take Possible Action to consider rezoning 14 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 6, 7 and 8 of Brookmeadow IV to SF-1 (Single-Family Residence). Lots 6 and 7 of Brookmeadow IV are currently zoned SF-6 (Single-Family Residence) and Lot 8 of Brookmeadow IV is currently zoned SF-1. This property is further identified by the Hays County Appraisal District by Parcel ID Number R22128. Councilmember Jackson moved to approve rezoning 14 Brookmeadow Drive to SF-1. The motion was seconded by Mayor Pro Tem Britner and passed with a vote of 5-0-0.**
  - D. **Public Hearing to consider rezoning 2, 4, 6, 8 and 10 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 1, 2, 3, 4 and 5 of Brookmeadow Section 4, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). These properties are further identified by the Hays County Appraisal District by Parcel ID Numbers R22123, R22124, R22125, R22126 and R22127.**  
**The Public Hearing was Opened at 5:08 PM.**  
Steve Forbs asked about the purpose of rezoning.  
Brent Pulley asked for a clarification about the properties.  
**The Public Hearing was Closed at 5:10 PM.**

- E. Consider Recommendation from Planning and Zoning Commission on the Proposal to consider rezoning 2, 4, 6, 8 and 10 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 1, 2, 3, 4 and 5 of Brookmeadow Section 4, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). These properties are further identified by the Hays County Appraisal District by Parcel ID Numbers R22123, R22124, R22125, R22126 and R22127. City Manager Lewis relayed Planning and Zoning Commission's recommendation to approve the rezoning.**
- F. Discussion and Take Possible Action to consider rezoning 2, 4, 6, 8 and 10 Brookmeadow Drive, Woodcreek, Texas, legally described as Lots 1, 2, 3, 4 and 5 of Brookmeadow Section 4, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). These properties are further identified by the Hays County Appraisal District by Parcel ID Numbers R22123, R22124, R22125, R22126 and R22127. Mayor Pro Tem Britner moved to rezone 2, 4, 6, 8 and 10 Brookmeadow Drive to DU-1. The motion was seconded by Councilmember Eskelund and passed with a vote of 4-1-0. The following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Eskelund. The following voted Nay: Councilmember Jackson. The following Abstained: None.**
- G. Public Hearing to consider an application to rezone 3 Brookmeadow Drive, Woodcreek, Texas, legally described as Lot 21 of Brookmeadow Section IV, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). This property is further identified by the Hays County Appraisal District by Parcel ID Number R22144. Mark Landers presented information about the proposed rezoning and future development.**  
**The Public Hearing Opened at 5:26 PM.**  
 Gerry Tasain spoke against rezoning.  
 Brent Pulley spoke against rezoning.  
 Steve Passalacqua spoke against rezoning.  
**The Public Hearing Closed at 5:36 PM.**
- H. Consider Recommendation from Planning and Zoning Commission on the Proposal to consider an application to rezone 3 Brookmeadow Drive, Woodcreek, Texas, legally described as Lot 21 of Brookmeadow Section IV, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). This property is further identified by the Hays County Appraisal District by Parcel ID Number R22144. City Manager Lewis relayed the recommendation from the Planning and Zoning Commission to get a determination from legal counsel to give to City Council. He noted the information read by Mark Landers from his attorney and read a response from City Attorney Ortiz. City Attorney Ortiz's email said, in part, that if City Council does not approve the rezoning tonight, it would be beneficial to meet with the property owner and his attorney about the history of the land. City Manager Lewis read the minutes from the August 1, 2005 City Council meeting when the property was rezoned from Neighborhood Commercial to SF-6.**
- I. Discussion and Take Possible Action to consider an application to rezone 3 Brookmeadow Drive, Woodcreek, Texas, legally described as Lot 21 of Brookmeadow Section IV, from SF-6 (Single-Family Residence) to DU-1 (Two-Family Duplex). This property is further identified by the Hays County Appraisal District by Parcel ID Number R22144. After discussion, Councilmember LeBrun made a motion to follow the advice of the City Attorney and have further discussions with the property owner and their legal counsel. Mayor Pro Tem Britner seconded the motion which passed with a vote of 5-0-0.**
- J. Discussion and Take Appropriate Action to Consider an Ordinance of the City of Woodcreek, Texas Making Appropriations for the Support of City Services and Debt Service for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020 and Adopting the Annual Budget of the City of Woodcreek for the 2019-**

**2020 Fiscal Year.** After discussion, Mayor Pro Tem Britner moved to accept the budget as presented. The motion was seconded by Councilmember Jackson and passed with a vote of 5-0-0.

- K. Discussion and Take Appropriate Action to Consider an Ordinance of the City of Woodcreek, Texas, Levying Ad Valorem Taxes for Use and Support of the Municipal Government for the City of Woodcreek, Texas as may be Necessary to Promote the General Health, Safety and Welfare for the 2019-2020 Fiscal Year, Providing for Apportioning Each Levy for Specific Purposes; and Providing When Taxes Shall Become Delinquent if Not Paid.** Mayor Pro Tem Britner moved that the property tax be increased by the adoption of a tax rate of \$0.2235 per \$100 valuation, which is effectively a 4.5 percent increase in the tax rate. The motion was seconded by Councilmember Eskelund and on roll call vote, the following voted Aye: Mayor Pro Tem Britner, Councilmember LeBrun, Councilmember Tilley, Councilmember Jackson, Councilmember Eskelund. The following voted Nay: None. The following were Absent and Not Voting: None. Being a majority of the Council voted to approve this ordinance, the ordinance was declared passed and approved.
- L. Discussion and Take Appropriate Action on a Resolution Ratifying the Recently Adopted Budget that Contains a Property Tax Rate that Raises More Total Property Taxes than the Previous Year.** Councilmember Eskelund moved to accept the Resolution. The motion was seconded by Mayor Pro Tem Britner and passed with a vote of 5-0-0.
- M. Discussion and Take Appropriate Action on the Adoption of a Resolution Confirming a Review of the Investment Policy and Strategies of the City of Woodcreek and Confirming Changes.** Councilmember Jackson made a motion to adopt the Resolution confirming the Investment Policy. The motion was seconded by Councilmember Eskelund and passed with a vote of 5-0-0.
- N. Discussion and Take Appropriate Action on the Adoption of a Fund Balance Policy for the City of Woodcreek.** This item was withdrawn from the agenda.
- O. Discussion and Take Appropriate Action on a Resolution of the City of Woodcreek, Texas Rescheduling the Special City Council Meeting Scheduled for October 16<sup>th</sup>, 2019 to October 23<sup>rd</sup>, 2019.** No action was taken.
- P. Discussion and Take Appropriate Action on a Resolution Cancelling the Regular City Council Meeting on November 13<sup>th</sup>, 2019 and Scheduling a Special City Council Meeting on November 20<sup>th</sup>, 2019.** No action was taken.
- 5. Adjourn.** There being no further business, the meeting was adjourned at 6:18 PM.

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**William P. Scheel, Mayor**

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**Linda Land, City Secretary**

Treasurer's Report

For the Period: October 2018 - September 2019

Percent Complete: 100%

	2018-2019			2017-2018			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Sep-19	Sep-18	Difference
<b>Revenue</b>									
3000 Ad Valorem Tax Revenue	272,323	280,000	97%	277,490	280,000	99%	288	(10,659)	10,946
3005 State Sales Tax Revenue	57,696	50,000	115%	52,205	50,000	104%	5,019	6,488	(1,469)
3010 Mixed Beverage Tax & Fees Rev	501	1,000	50%	978	1,000	98%	-	-	-
3020 Electric Franchise Fee Revenue	32,887	34,000	97%	33,678	34,000	99%	-	9,778	(9,778)
3030 Cable Services Franchise Rev	40,287	30,000	134%	39,671	39,000	102%	-	9,822	(9,822)
3040 Water Service Franchise Revenue	91,567	96,000	95%	93,390	95,000	98%	-	65,703	(65,703)
3050 Disposal Service Franchise Rev	16,935	14,500	117%	16,759	16,800	100%	-	-	-
3060 Telephone Franchise Revenue	1,003	1,500	67%	959	2,000	48%	-	-	-
3070 Golf Course Franchise Revenue	650	500	130%	500	500	100%	-	-	-
3080 Reimbursements	866	500	173%	-	-	n/a	-	-	-
3090 Development Revenue	-	15,000	0%	-	-	n/a	-	-	-
3090.01 Residential	19,547	-	n/a	24,029	-	n/a	2,241	1,289	952
3090.02 Commercial	612	-	n/a	9,631	-	n/a	-	-	-
3090.03 Other	804	-	n/a	5,000	38,000	13%	-	-	-
Total 3090 Development Revenue	20,962	15,000	140%	38,660	38,000	102%	2,241	1,289	952
3093 Liquor Licenses Revenue	1,310	560	234%	-	-	n/a	-	-	-
3095 Sign Fees	560	500	112%	985	940	105%	70	45	25
4000 Interest Income	33,216	29,500	113%	9,310	8,000	116%	2,504	1,974	530
4010 Other Revenue	928	2,500	37%	6,394	3,000	213%	88	4,024	(3,936)
4015 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
4020 Municipal Court Revenue	1,120	1,500	75%	3,233	3,000	108%	-	493	(493)
4040 Donations Received	7,000	6,000	117%	-	5,000	0%	-	-	-
4050 General Fund Transfer	-	135,460	0%	-	-	n/a	-	-	-
Uncategorized Revenue	-	-	n/a	-	-	n/a	-	-	-
<b>Total Revenue</b>	<b>570,889</b>	<b>638,000</b>	<b>91%</b>	<b>574,212</b>	<b>575,240</b>	<b>100%</b>	<b>10,210</b>	<b>38,057</b>	<b>(27,847)</b>
<b>Expenses</b>									
5000 Personal Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	147,688	150,700	98%	137,562	143,900	96%	11,718	17,332	(5,614)
5000.02 Ins. Expense Reimbursement	7,958	7,200	111%	3,617	-	n/a	663	663	-
5000.03 City Manager Vehicle Reimbursement	8,350	8,350	100%	8,350	8,350	100%	696	696	-
5000.05 Elected Official Pay	630	840	75%	880	840	105%	-	70	(70)
5000.20 Payroll Tax Expense	12,102	11,500	105%	15,171	11,900	127%	952	2,629	(1,677)
5000.40 Retirement	12,958	13,600	95%	10,243	9,370	109%	1,035	1,090	(55)
5000.50 Direct Deposit Expense	-	-	n/a	-	-	n/a	-	-	-
5000.51 Health Insurance Stipend	-	-	n/a	-	3,600	0%	-	-	-
Total 5000 Personal Services	189,687	192,630	98%	175,823	177,960	99%	15,064	22,480	(7,416)
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	(216)	(220)	98%	330	-	n/a	-	242	(242)
5500.10 City Hall Maintenance / Repairs	2,502	2,500	100%	1,891	2,000	95%	-	79	(79)
5500.20 Cleaning Costs	1,500	1,500	100%	1,375	1,500	92%	125	125	-
5500.30 IT & Radio Expenses	2,905	1,000	290%	641	700	92%	1,113	479	634
5500.40 Newsletter	-	-	n/a	-	-	n/a	-	-	-
5500.50 Office Supplies	5,270	4,500	117%	2,158	2,000	108%	880	393	487
5500.60 Postage & Shipping	1,042	1,500	69%	1,444	1,800	80%	-	-	-
5500.61 Printing & Reproduction	4,919	5,000	98%	5,978	6,000	100%	231	635	(404)
5500.70 Storage Rental	108	110	98%	1,315	1,250	105%	-	226	(226)
5500.80 Software & Subscriptions	6,070	7,000	87%	5,753	8,300	69%	(701)	619	(1,320)
Total 5500 Office Expenses	24,100	22,890	105%	20,883	23,550	89%	1,648	2,798	(1,149)
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-
6000.01 Audit Expense	9,860	9,860	100%	9,100	9,100	100%	-	-	-
6000.10 Codification	5,136	4,000	128%	2,157	3,000	72%	1,253	375	878
6000.11 Contract Labor	-	3,000	0%	-	500	0%	-	-	-
6000.15 Engineering	24,660	20,000	123%	19,958	10,000	200%	6,695	12,127	(5,431)
6000.20 Legal Expenses	45,315	40,000	113%	17,661	20,000	88%	11,877	2,139	9,737
6000.30 IT Services	8,542	8,000	107%	8,257	8,500	97%	979	712	267
6000.40 Accounting	10,805	10,000	108%	9,212	10,000	92%	909	1,235	(326)
Total 6000 Professional Services	104,318	94,860	110%	66,345	61,100	109%	21,713	16,588	5,125
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-
6500.01 Deer Removal	975	1,200	81%	825	1,000	83%	75	150	(75)
6500.15 Mowing	1,358	3,000	45%	1,080	1,200	90%	-	120	(120)
6500.20 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
6500.21 Outdoor Beautification	8,030	30,000	27%	12,326	15,000	82%	200	80	120

	2018-2019			2017-2018			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Sep-19	Sep-18	Difference
6500.25 ROW Tree Trimming	-	15,000	0%	11,100	12,000	93%	-	-	-
6500.30 Street Maintenance	45,453	150,000	30%	1,285	1,300	99%	-	30	(30)
6500.31 Street Signs	2,926	4,000	73%	63	750	8%	-	-	-
6500.35 Storm Damage Reserve	-	1,000	0%	-	7,000	0%	-	-	-
6500.40 Tree Limb Pick-Up	-	-	n/a	-	-	n/a	-	-	-
6500.50 Equipment Maintenance	1,523	2,500	61%	549	-	n/a	26	264	(238)
<b>Total 6500 Area Care/Maintenance</b>	<b>60,264</b>	<b>206,700</b>	<b>29%</b>	<b>27,228</b>	<b>38,250</b>	<b>71%</b>	<b>301</b>	<b>644</b>	<b>(343)</b>
<b>7000 Other Operating Expenses</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
7000.01 Ad Valorem Tax Expense	3,265	2,500	131%	3,061	3,100	99%	161	-	161
7000.02 Building Inspections	10,140	8,000	127%	6,310	6,500	97%	1,525	600	925
7000.03 Code Compliance	-	1,500	0%	1,898	2,000	95%	-	-	-
7000.04 Dues & Membership	2,741	3,000	91%	2,683	3,000	89%	169	-	169
7000.05 Election Expense	3,552	3,560	100%	-	-	n/a	-	-	-
7000.10 Depreciation Expense	-	-	n/a	-	-	n/a	-	-	-
7000.15 Meeting Expense	1,380	500	276%	1,487	1,600	93%	178	28	149
7000.20 Public Notices	4,053	1,500	270%	1,317	2,000	66%	460	99	361
7000.30 Travel & Vehicle Exp Reimb.	1,445	1,500	96%	4,047	4,000	101%	190	581	(391)
7000.31 Elected Official Travel	931	3,000	31%	-	-	n/a	-	-	-
7000.40 Training & Prof Development	-	-	n/a	3,847	5,000	77%	-	(245)	245
7000.41 Elected Body	2,150	2,500	86%	-	-	n/a	-	-	-
7000.42 Staff	2,362	4,000	59%	-	-	n/a	-	-	-
7000.50 Community Relations	3,590	3,000	120%	-	-	n/a	1,370	-	1,370
<b>Total 7000 Other Operating Expenses</b>	<b>35,610</b>	<b>34,560</b>	<b>103%</b>	<b>24,650</b>	<b>27,200</b>	<b>91%</b>	<b>4,053</b>	<b>1,064</b>	<b>1,619</b>
<b>7500 Utilities</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
7500.10 City Hall Utilities	3,204	3,000	107%	2,923	3,200	91%	325	273	52
7500.20 Outdoor Utilities	3,240	4,000	81%	3,488	4,000	87%	295	357	(62)
7500.30 Telephone & Internet	2,932	3,200	92%	3,935	4,000	98%	127	278	(151)
<b>Total 7500 Utilities</b>	<b>9,376</b>	<b>10,200</b>	<b>92%</b>	<b>10,347</b>	<b>11,200</b>	<b>92%</b>	<b>747</b>	<b>908</b>	<b>(161)</b>
<b>8020 Insurance</b>	<b>3,514</b>	<b>3,520</b>	<b>100%</b>	<b>3,288</b>	<b>3,500</b>	<b>94%</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>8020 Municipal Court Costs</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
8020.20 MC Judge	3,600	3,600	100%	3,000	3,500	86%	300	250	50
8020.25 Misc. Court Costs	8,798	8,500	104%	4,395	5,000	88%	527	-	527
8020.30 Prosecutor	7,717	7,000	110%	5,125	6,000	85%	1,365	660	705
8020.40 State Comptroller Costs	616	700	88%	572	700	82%	-	-	-
8020.41 Supplies	-	200	0%	47	200	24%	-	-	-
8020.60 Public Safety	31,826	63,660	50%	28,340	30,000	94%	-	7,085	(7,085)
<b>Total 8020 Municipal Court Costs</b>	<b>52,557</b>	<b>83,660</b>	<b>63%</b>	<b>41,479</b>	<b>45,400</b>	<b>91%</b>	<b>2,192</b>	<b>7,995</b>	<b>(5,803)</b>
<b>8900 Miscellaneous</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>47</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
8900.10 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-
8900.20 Contingency Reserve	-	50,000	0%	-	-	n/a	-	-	-
<b>Total 8900 Miscellaneous</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>	<b>47</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>9077 General Fund Accrual</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Unapplied Cash Bid Payment Expenditure</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>479,427</b>	<b>699,020</b>	<b>69%</b>	<b>370,090</b>	<b>388,180</b>	<b>95%</b>	<b>45,717</b>	<b>52,475</b>	<b>(6,758)</b>
<b>Net Operating Revenue</b>	<b>100,383</b>	<b>-</b>	<b>n/a</b>	<b>204,121</b>	<b>188,080</b>	<b>109%</b>	<b>(35,508)</b>	<b>36,482</b>	<b>(71,989)</b>
<b>Other Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
4810 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-
8500 Capital Improvement Income	144	-	n/a	4,357	-	n/a	0	212	(212)
<b>Other Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
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	9,164	-	n/a	-	-	-
9006.01 Capital Expenditures - CV	3,633	-	n/a	16,366	20,000	84%	-	-	-
9006.1 Capital Project Expenditures - FY	-	-	n/a	-	-	n/a	-	-	-
9006.11 2017 Street Improvements	208,183	-	n/a	1,347,875	-	n/a	-	206,250	(206,250)
9006.12 2017 Street Improvements Legal	-	-	n/a	20,969	-	n/a	-	-	-
9810.01 Sinking Fund Revenue	(194,958)	-	n/a	(168,710)	-	n/a	(203)	(18,187)	17,984
9810.02 Sinking Fund Interest	17,678	-	n/a	7,529	-	n/a	-	-	-
9810.03 Sinking Fund Principal	172,000	-	n/a	143,000	-	n/a	-	-	-
9800.02 Other Miscellaneous Expenditure	(211,816)	-	n/a	(1,297,315)	-	n/a	-	25,145	-
9800 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-
<b>Net Other Revenue</b>	<b>5,424</b>	<b>-</b>	<b>n/a</b>	<b>(75,020)</b>	<b>(20,000)</b>	<b>375%</b>	<b>203</b>	<b>(212,996)</b>	<b>188,054</b>
<b>Net Revenue</b>	<b>105,807</b>	<b>-</b>	<b>n/a</b>	<b>129,101</b>	<b>168,080</b>	<b>77%</b>	<b>(35,304)</b>	<b>(176,514)</b>	<b>(141,207)</b>

**The City of Woodcreek**  
**STATEMENT OF FINANCIAL POSITION**  
As of September 30, 2019

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1003.1 Municipal Court Petty Cash	100.00
1007 TX Regional 061, Operating	283,125.31
1007.5 Municipal Court Funds In Operating Account	-18,933.27
1007.51 MC General Fund	18,887.94
1007.52 MC Security Fund	19.45
1007.53 MC Tech Fund	25.88
<b>Total 1007.5 Municipal Court Funds In Operating Account</b>	<b>0.00</b>
<b>Total 1007 TX Regional 061, Operating</b>	<b>283,125.31</b>
1008 TX Regional 053, Investment	0.00
1008.2 PEG Funds	36,720.10
1008.3 Reserve Funds	546,883.58
<b>Total 1008 TX Regional 053, Investment</b>	<b>583,603.68</b>
1009 TX Regional 095, Bond Proceeds	144.80
1010 Petty Cash	-41.00
1011 TX Regional 819, Payroll Account	10,000.00
1020 Investment Account - Class 0001	471,192.96
<b>Total Bank Accounts</b>	<b>\$1,348,125.75</b>
Accounts Receivable	
1120 Delinquent Taxes Receivable	7,987.61
<b>Total Accounts Receivable</b>	<b>\$7,987.61</b>
Other Current Assets	
1121 Allowance for Uncollectible	-3,676.26
1121.01 1121.01-CPA Debt Service	-716.93
<b>Total 1121 Allowance for Uncollectible</b>	<b>-4,393.19</b>
1124 Sales Tax Receivable	9,124.68
1125 Franchise Fees Receivable	85,302.58
1150 Due From Capital Project Funds To Operating	167,425.08
<b>Total Other Current Assets</b>	<b>\$257,459.15</b>
<b>Total Current Assets</b>	<b>\$1,613,572.51</b>
Fixed Assets	
1200 Office Furniture / Equipment	35,704.46
1225 Land	37,850.00
1226 Building & Improvements	130,602.00
1227 Street Pavement	144,126.00
1228 Street Improvements 2017	1,479,824.71
1231 Storage Building	9,055.00
1233 Radar Sign	3,633.00

	TOTAL
1235.1 Kawasaki Mule 2016	7,840.64
1240 Accumulated Depreciation - All	-195,372.00
<b>Total Fixed Assets</b>	<b>\$1,653,263.81</b>
Other Assets	
1250 Deferred Revenue	-3,008.25
1250.01 1250.01-CPA Debt Service	-586.58
<b>Total 1250 Deferred Revenue</b>	<b>-3,594.83</b>
1599 1599-CPA Due From General Fund	9,017.86
<b>Total Other Assets</b>	<b>\$5,423.03</b>
<b>TOTAL ASSETS</b>	<b>\$3,272,259.35</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
1901 Accts Payable At Year-End	211,712.66
1902 Municipal Court Funds Payable To State	146.40
2000 Payroll Tax Payable	3,463.89
2020 State Unemployment Liability	14.24
2021 Accrued Wages Payable	6,430.99
2400 Due To Operating From Capital Project Funds	167,425.08
2599 2599-CPA Due To Debt Service Fund	9,017.86
<b>Total Other Current Liabilities</b>	<b>\$398,211.12</b>
<b>Total Current Liabilities</b>	<b>\$398,211.12</b>
<b>Total Liabilities</b>	<b>\$398,211.12</b>
Equity	
9997 Net Investment In Capital Assets	144,132.96
9998 Opening Balance Equity	333,537.47
9999 Retained Earnings	2,290,571.18
Net Revenue	105,806.62
<b>Total Equity</b>	<b>\$2,874,048.23</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$3,272,259.35</b>



**CITY OF WOODCREEK, TEXAS**  
**Quarterly Inventory Report**  
As of 09/30/19

Purchase Date	Security	Coupon or Avg Rate	Maturity Date	Yield	Par	Days to Maturity	Beginning Book	Beginning Market	Ending Book	Ending Market	Period Earnings
<b>Bank Checking Accounts</b>											
07/01/19	TX Regional Bank 061 Operating	2.36%	10/01/19	2.08%	n/a	1	382,093.69	382,093.69	297,592.00	297,592.00	1,984.01
07/01/19	TX Regional Bank 819 Payroll	0.00%	10/01/19				0.00	0.00	10,000.00	10,000.00	0.00
<b>Subtotal Bank Accounts</b>							382,093.69	382,093.69	307,592.00	307,592.00	1,984.01
<b>Bank CD</b>											
<b>Subtotal CDs</b>							0.00	0.00	0.00	0.00	0.00
<b>Investments</b>											
07/01/19	Texas Class	2.30%	10/01/19	2.33%	n/a	1	468,468.45	468,468.45	471,192.96	471,192.96	2,724.51
07/01/19	TX Regional Bank 053 Reserves	2.36%	10/01/19	2.41%	n/a	1	580,114.93	580,114.93	583,603.68	583,603.68	3,488.75
07/01/19	TX Regional Bank 095 Construction	2.37%	10/01/19	2.42%	n/a	1	143.93	143.93	144.80	144.80	0.87
<b>TOTALS</b>							<b>1,430,821.00</b>	<b>1,430,821.00</b>	<b>1,362,533.44</b>	<b>1,362,533.44</b>	<b>8,198.14</b>

Average Weighted Maturity	1 days
Average Weighted Yield	2.18 %

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

  
Brenton Lewis, City Manager

*\*Note: Funds are being left in the bank to pay for banking fees. The Earning Credit Rate at which the City earns to pay for banking services is .25 % but no interest is paid directly to the City but the City is earning at that rate to pay our banking services.*

**Treasurer's Report**  
**For the Period: October 2019**  
 Percent Complete: 8.33%

	2019-2020			2018-2019			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Oct-19	Oct-18	Difference
<b>Revenues</b>									
3000 Ad Valorem Tax Revenue	1,288	280,000	0%	147	280,000	0%	1,288	147	1,140
3005 State Sales Tax Revenue	5,349	50,000	11%	(4,999)	50,000	-10%	5,349	(4,999)	10,349
3010 Mixed Beverage Tax & Fees Rev	239	500	48%	213	1,000	21%	239	213	26
3020 Electric Franchise Fee Revenue	8,962	34,000	26%	-	34,000	0%	8,962	-	8,962
3030 Cable Services Franchise Rev	-	28,290	0%	(9,822)	30,000	-33%	-	(9,822)	9,822
3040 Water Service Franchise Revenue	66,542	96,000	69%	-	96,000	0%	66,542	-	66,542
3050 Disposal Service Franchise Rev	4,321	17,000	25%	-	14,500	0%	4,321	-	4,321
3060 Telephone Franchise Revenue	4	1,500	0%	3	1,500	0%	4	3	1
3070 Golf Course Franchise Revenue	-	500	0%	-	500	0%	-	-	-
3080 Reimbursements	-	3,000	0%	-	500	0%	-	-	-
3080 Development Revenue	-	-	n/a	-	15,000	0%	-	-	-
3090.01 Residential	-	-	n/a	2,025	-	n/a	-	2,025	(2,025)
3090.011 New Home Permits	1,000	4,000	25%	-	-	n/a	1,000	-	1,000
3090.012 Other Permits	898	3,500	26%	-	-	n/a	898	-	898
3090.013 Inspections	121	5,500	2%	-	-	n/a	121	-	121
3090.02 Commercial	-	-	n/a	-	-	n/a	-	-	-
3090.03 Other	75	-	n/a	-	-	n/a	75	-	75
3090.031 Subdivisions/Plats/Ra-Plats	-	1,000	0%	-	-	n/a	-	-	-
<b>Total 3080 Development Revenue</b>	<b>2,094</b>	<b>14,000</b>	<b>15%</b>	<b>2,025</b>	<b>15,000</b>	<b>13%</b>	<b>2,094</b>	<b>2,025</b>	<b>70</b>
3093 Liquor License Revenue	-	600	0%	-	-	n/a	-	-	-
3095 Sign Fees	25	500	5%	-	500	0%	25	-	25
4000 Interest Income	2,487	22,500	11%	2,365	29,500	8%	2,487	2,365	122
4010 Other Revenue	490	1,000	49%	75	2,500	3%	490	75	415
4015 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
4020 Municipal Court Revenue	-	1,500	0%	-	1,500	0%	-	-	-
4040 Donations Received	-	5,000	0%	6,000	6,000	100%	-	5,000	(6,000)
4050 General Fund Transfer	-	-	n/a	-	135,460	0%	-	-	-
Uncategorized Revenue	-	-	n/a	-	-	n/a	-	-	-
<b>Total Revenues</b>	<b>91,802</b>	<b>355,990</b>	<b>17%</b>	<b>8,999</b>	<b>698,960</b>	<b>-9%</b>	<b>91,802</b>	<b>8,999</b>	<b>93,256</b>

<b>Expenditures</b>									
5000 Personnel Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	12,013	175,000	7%	18,781	150,700	12%	12,013	18,781	(6,768)
5000.02 Ins Expense Reimbursement	669	24,000	3%	663	-	n/a	669	663	6
5000.03 City Manager Vehicle Reimburse	696	8,350	8%	696	8,350	8%	696	696	-
5000.05 Elected Official Pay	-	-	n/a	70	840	8%	-	70	(70)
5000.26 Payroll Tax Expense	-	-	n/a	-	-	n/a	-	-	-
5000.21 FICA/OASDI	972	14,000	7%	2,608	11,760	22%	972	2,608	(1,636)
5000.22 Unemployment Insurance	0	500	0%	1	180	1%	0	1	(1)
5000.26 Payroll Tax Expense	973	14,500	7%	2,610	11,940	22%	973	2,610	(1,637)
5000.40 Retirement	1,050	16,000	7%	1,070	13,600	8%	1,060	1,070	(10)
5000.50 Direct Deposit Expense	-	-	n/a	-	-	n/a	-	-	-
5000.51 Health Insurance Spend	-	-	n/a	-	-	n/a	-	-	-
<b>Total 5000 Personnel Services</b>	<b>15,411</b>	<b>237,850</b>	<b>6%</b>	<b>23,890</b>	<b>185,430</b>	<b>13%</b>	<b>15,411</b>	<b>23,890</b>	<b>(8,479)</b>
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	-	-	n/a	(210)	(220)	95%	-	(210)	210
5500.10 City Hall Maintenance / Repairs	160	2,500	6%	-	2,500	0%	160	-	160
5500.20 Cleaning Costs	125	1,500	8%	125	1,500	8%	125	125	-
5500.30 IT & Radio Expenses	395	1,000	40%	-	1,000	0%	395	-	395
5500.40 Newsletter	-	-	n/a	-	-	n/a	-	-	-
5500.50 Office Supplies	323	4,500	7%	84	4,500	2%	323	84	239
5500.60 Postage & Shipping	-	1,500	0%	165	1,500	11%	-	165	(165)
5500.81 Printing & Reproduction	231	2,500	9%	458	5,000	9%	231	458	(227)
5500.82 Printing Cost Newspaper	742	3,000	25%	-	-	n/a	742	-	742
5500.70 Storage Rental	-	-	n/a	-	110	0%	-	-	-
5500.90 Software & Subscriptions	1,094	8,000	14%	921	7,000	13%	1,094	921	173
<b>Total 5500 Office Expenses</b>	<b>3,070</b>	<b>24,500</b>	<b>13%</b>	<b>1,543</b>	<b>22,850</b>	<b>7%</b>	<b>3,070</b>	<b>1,543</b>	<b>1,527</b>
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-
6000.01 Audit Expense	-	10,000	0%	-	9,860	0%	-	-	-
6000.10 Codification	-	4,000	0%	83	4,000	2%	-	83	(83)
6000.11 Contract Labor	3,748	3,000	125%	-	3,000	0%	3,748	-	3,748

	2019-2020			2018-2019			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Oct-19	Oct-18	Difference
6000.15 Engineering	-	20,000	0%	(6,752)	20,000	-34%	-	(6,752)	6,752
6000.16 Mapping	-	-	n/a	3,600	-	n/a	-	3,600	(3,600)
6000.15 Engineering	-	20,000	0%	(3,152)	20,000	-16%	-	(3,152)	3,152
6000.20 Legal Expenses	-	-	n/a	-	40,000	0%	-	-	-
6000.21 General	-	18,000	0%	-	-	n/a	-	-	-
6000.22 Legal Reimbursable	-	-	n/a	-	-	n/a	-	-	-
6000.25 Special Cases	-	22,000	0%	2,116	-	n/a	-	2,116	(2,116)
6000.20 Legal Expenses	-	40,000	0%	2,116	40,000	5%	-	2,116	(2,116)
6000.30 IT Services	949	12,560	8%	-	8,000	0%	949	-	949
6000.40 Accounting	650	11,000	6%	966	10,000	10%	650	966	(316)
6000.50 Law Enforcement	38,911	63,660	61%	-	-	n/a	38,911	-	38,911
<b>Total 6000 Professional Services</b>	<b>44,257</b>	<b>164,220</b>	<b>27%</b>	<b>13</b>	<b>94,860</b>	<b>0%</b>	<b>44,257</b>	<b>13</b>	<b>44,245</b>
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-
6500.01 Deer Removal	300	1,000	30%	225	1,200	19%	300	225	75
6500.15 Mowing	-	3,000	0%	70	3,000	2%	-	70	(70)
6500.20 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
6500.21 Greenspace Maintenance	256	-	n/a	-	-	n/a	256	-	256
6500.22 Landscape Maintenance	50	10,000	1%	-	-	n/a	50	-	50
6500.23 Contract Services	40	1,000	4%	-	-	n/a	40	-	40
6500.24 Playground Maintenance	-	-	n/a	-	-	n/a	-	-	-
6500.25 ROW Tree Trimming	12,160	15,000	81%	-	15,000	0%	12,160	-	12,160
6500.30 Street Maintenance	-	50,000	0%	-	150,000	0%	-	-	-
6500.31 Street Signs	-	4,000	0%	-	4,000	0%	-	-	-
6500.35 Storm Damage Reserve	-	1,000	0%	-	1,000	0%	-	-	-
6500.40 Tree Limb Pick-Up	-	-	n/a	-	-	n/a	-	-	-
6500.50 Equipment Maintenance	11	2,000	1%	415	2,500	17%	11	415	(405)
6500.60 Water Quality Testing CCWPP	-	2,000	0%	-	-	n/a	-	-	-
<b>Total 6500 Area Care/Maintenance</b>	<b>12,816</b>	<b>89,000</b>	<b>14%</b>	<b>710</b>	<b>176,700</b>	<b>0%</b>	<b>12,816</b>	<b>710</b>	<b>12,106</b>
7000 Other Operating Expenses	-	-	n/a	-	-	n/a	-	-	-
7000.01 Ad Valorem Tax Expense	-	3,700	0%	-	2,500	0%	-	-	-
7000.02 Building Inspections	480	5,000	10%	225	8,000	3%	480	225	255
7000.03 Code Compliance	-	1,500	0%	-	1,500	0%	-	-	-
7000.04 Dues & Membership	73	2,400	3%	169	3,000	6%	73	169	(96)
7000.05 Election Expense	-	4,000	0%	-	3,560	0%	-	-	-
7000.06 TML Dues	-	600	0%	-	-	n/a	-	-	-
7000.10 Depreciation Expense	-	-	n/a	-	-	n/a	-	-	-
7000.15 Meeting Expense	-	1,200	0%	95	500	19%	-	95	(95)
7000.20 Public Notices	-	5,000	0%	99	1,500	7%	-	99	(99)
7000.30 Travel & Vehicle Exp Reimb.	-	2,000	0%	754	1,500	50%	-	754	(754)
7000.31 Elected Official Travel	905	3,000	30%	794	3,000	26%	905	794	111
7000.40 Training & Prof Development	-	-	n/a	-	-	n/a	-	-	-
7000.41 Elected Body	(75)	2,500	-3%	145	2,500	6%	(75)	145	(220)
7000.42 Staff	-	1,500	0%	145	4,000	4%	-	145	(145)
7000.50 Community Relations	1,003	3,000	33%	1,900	3,000	63%	1,003	1,900	(898)
<b>Total 7000 Other Operating Expenses</b>	<b>2,386</b>	<b>35,400</b>	<b>7%</b>	<b>4,327</b>	<b>34,560</b>	<b>13%</b>	<b>2,386</b>	<b>4,327</b>	<b>(679)</b>
7500 Utilities	-	-	n/a	-	-	n/a	-	-	-
7500.10 City Hall Utilities	-	3,000	0%	-	3,000	0%	-	-	-
7500.11 Electric	173	-	n/a	130	-	n/a	173	130	43
7500.12 Water	119	-	n/a	119	-	n/a	119	119	(0)
7500.10 City Hall Utilities	291	3,000	10%	249	3,000	8%	291	249	42
7500.20 Outdoor Utilities	-	4,000	0%	-	4,000	0%	-	-	-
7500.21 Electric	110	-	n/a	110	-	n/a	110	110	(0)
7500.22 Water	147	-	n/a	298	-	n/a	147	298	(151)
7500.20 Outdoor Utilities	257	4,000	6%	408	4,000	10%	257	408	(151)
7500.30 Telephone & Internet	241	3,200	8%	278	3,200	9%	241	278	(38)
<b>Total 7500 Utilities</b>	<b>789</b>	<b>10,200</b>	<b>8%</b>	<b>936</b>	<b>10,200</b>	<b>9%</b>	<b>789</b>	<b>936</b>	<b>(146)</b>
8000 Insurance	-	-	n/a	-	-	n/a	-	-	-
8010 Health Insurance (deleted)	-	-	n/a	-	-	n/a	-	-	-
8000.01 TML Insurance	3,488	3,520	99%	-	3,520	0%	3,488	-	3,488
8000 Insurance	3,488	3,520	99%	-	3,520	0%	3,488	-	3,488
8020 Municipal Court Costs	-	-	n/a	-	-	n/a	-	-	-
8020.20 MC Judge	500	3,600	14%	250	3,600	7%	500	250	250
8020.25 Misc. Court Costs	-	2,500	0%	101	8,500	1%	-	101	(101)
8020.30 Prosecutor	-	5,000	0%	-	7,000	0%	-	-	-
8020.35 Court Bailiff	-	750	0%	-	-	n/a	-	-	-
8020.40 State Comptroller Costs	-	700	0%	202	700	29%	-	202	(202)
8020.41 Supplies	-	200	0%	-	200	0%	-	-	-

	2019-2020			2018-2019			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Oct-19	Oct-18	Difference
8628.00 Public Safety	-	-	n/a	-	63,660	0%	-	-	-
<b>Total 8026 Municipal Court Costs</b>	<b>500</b>	<b>12,750</b>	<b>4%</b>	<b>553</b>	<b>83,660</b>	<b>1%</b>	<b>500</b>	<b>553</b>	<b>(53)</b>
8906 Miscellaneous	-	-	n/a	-	-	n/a	-	-	-
8906.10 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-
8906.20 Contingency Reserve	-	50,000	0%	-	50,000	0%	-	-	-
8906.30 Projects	-	21,500	0%	-	-	n/a	-	-	-
<b>Total 8900 Miscellaneous</b>	<b>-</b>	<b>71,500</b>	<b>0%</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
9077 General Fund Accrual	-	(93,050)	0%	-	-	n/a	-	-	-
Unapplied Cash Bill Payment Expenditure	-	-	n/a	-	-	n/a	-	-	-
Uncategorized Expenditure	-	-	n/a	-	-	n/a	-	-	-
<b>Total Expenditures</b>	<b>92,717</b>	<b>555,890</b>	<b>25%</b>	<b>31,971</b>	<b>621,420</b>	<b>5%</b>	<b>82,717</b>	<b>31,971</b>	<b>50,746</b>
<b>Net Operating Revenue</b>	<b>9,085</b>	<b>-</b>	<b>n/a</b>	<b>(35,965)</b>	<b>76,640</b>	<b>-47%</b>	<b>9,085</b>	<b>(35,965)</b>	<b>43,030</b>
<b>Other Revenue</b>									
4810 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-
6500 Capital Improvement Income	-	-	n/a	135	-	n/a	-	135	(136)
<b>Other Expenditures</b>									
6500.25 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	-	-	-
9000.01 Capital Expenditures - CY	-	-	n/a	-	-	n/a	-	-	-
9000.1 Capital Project Expenditures - FY	-	-	n/a	-	-	n/a	-	-	-
9000.11 2017 Street Improvements	-	-	n/a	(204,961)	-	n/a	-	(204,961)	204,961
9000.12 2017 Street Improvements Legal	-	-	n/a	-	-	n/a	-	-	-
8810.01 Sinking Fund Revenue	(907)	-	n/a	(230)	-	n/a	(907)	(230)	(678)
8810.02 Sinking Fund Interest	-	-	n/a	-	-	n/a	-	-	-
8810.03 Sinking Fund Principal	-	-	n/a	-	-	n/a	-	-	-
8800.02 Other Miscellaneous Expenditure	-	-	n/a	-	-	n/a	-	-	-
8806 Reconciliation Discrepancies	-	-	n/a	-	-	n/a	-	-	-
<b>Net Other Revenue</b>	<b>907</b>	<b>-</b>	<b>n/a</b>	<b>205,327</b>	<b>-</b>	<b>n/a</b>	<b>907</b>	<b>205,327</b>	<b>(204,420)</b>
<b>Net Revenue</b>	<b>9,992</b>	<b>-</b>	<b>n/a</b>	<b>169,362</b>	<b>76,640</b>	<b>-27%</b>	<b>9,992</b>	<b>169,362</b>	<b>(159,368)</b>

# The City of Woodcreek

## STATEMENT OF FINANCIAL POSITION

As of October 31, 2019

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1003.1 Municipal Court Petty Cash	100.00
1007 TX Regional 061, Operating	291,151.09
1007.5 Municipal Court Funds In Operating Account	-18,933.27
1007.51 MC General Fund	18,887.94
1007.52 MC Security Fund	19.45
1007.53 MC Tech Fund	25.88
<b>Total 1007.5 Municipal Court Funds In Operating Account</b>	<b>0.00</b>
<b>Total 1007 TX Regional 061, Operating</b>	<b>291,151.09</b>
1008 TX Regional 053, Investment	0.00
1008.2 PEG Funds	36,787.46
1008.3 Reserve Funds	547,886.85
<b>Total 1008 TX Regional 053, Investment</b>	<b>584,674.31</b>
1009 TX Regional 095, Bond Proceeds	145.07
1010 Petty Cash	-41.00
1011 TX Regional 819, Payroll Account	10,000.00
1020 investment Account - Class 0001	472,029.19
<b>Total Bank Accounts</b>	<b>\$1,358,058.66</b>
Accounts Receivable	
1120 Delinquent Taxes Receivable	6,684.10
<b>Total Accounts Receivable</b>	<b>\$6,684.10</b>
Other Current Assets	
1120.01 1120.01-CPA Debt Service	1,303.51
1121 Allowance for Uncollectible	-3,676.26
1121.01 1121.01-CPA Debt Service	-716.93
1150 Due From Capital Project Funds To Operating	167,425.08
<b>Total Other Current Assets</b>	<b>\$164,335.40</b>
<b>Total Current Assets</b>	<b>\$1,529,078.16</b>
Fixed Assets	
1200 Office Furniture / Equipment	35,704.46
1225 Land	37,850.00
1226 Building & Improvements	130,602.00
1227 Street Pavement	144,126.00
1228 Street Improvements 2017	1,479,824.71
1231 Storage Building	9,055.00
1233 Radar Sign	3,633.00
1235.1 Kawasaki Mule 2016	7,840.64
1240 Accumulated Depreciation - All	-195,372.00

	TOTAL
<b>Total Fixed Assets</b>	<b>\$1,853,263.81</b>
Other Assets	
1250 Deferred Revenue	-3,008.25
1250.01 1250.01-CPA Debt Service	-586.58
1599 1599-CPA Due From General Fund	9,017.86
<b>Total Other Assets</b>	<b>\$5,423.03</b>
<b>TOTAL ASSETS</b>	<b>\$3,187,765.00</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2000 Payroll Tax Payable	5,151.57
2020 State Unemployment Liability	9.57
2021 Accrued Wages Payable	12,861.98
2400 Due To Operating From Capital Project Funds	167,425.08
2599 2599-CPA Due To Debt Service Fund	9,017.86
<b>Total Other Current Liabilities</b>	<b>\$194,466.06</b>
<b>Total Current Liabilities</b>	<b>\$194,466.06</b>
<b>Total Liabilities</b>	<b>\$194,466.06</b>
Equity	
9997 Net Investment In Capital Assets	144,132.96
9998 Opening Balance Equity	333,537.47
9999 Retained Earnings	2,505,636.33
Net Revenue	9,992.18
<b>Total Equity</b>	<b>\$2,993,298.94</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$3,187,765.00</b>

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODCREEK, TEXAS AMENDING THE ZONING OF LOTS 6 AND 7 OF BROOKMEADOW IV, 14 BROOKMEADOW DRIVE, WOODCREEK, TEXAS, FROM SF-6 (SINGLE-FAMILY RESIDENCE) TO SF-1 (SINGLE-FAMILY RESIDENCE), DIRECTING THE CITY MANAGER TO CHANGE THE ZONING RECORDS AND MAP, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE, AND PROVIDING FOR PROPER NOTICE AND AN OPEN MEETING.**

**WHEREAS**, the City of Woodcreek's ("City") Planning and Zoning Commission ("Commission") held a public hearing, duly noticed, to consider the amendment to the zoning of Lots 6, 7 and 8 of Brookmeadow IV, 14 Brookmeadow Drive, Woodcreek, Texas, further identified as Hays County Appraisal District by Parcel ID Number R22128 ("Property"), with amendments to Lots 6 and 7 of the Property to SF-6 (Single-Family Residence) to SF-1 (Single-Family Residence) and Lot 8 remaining as SF-1 (Single-Family Residence); and

**WHEREAS**, the Commission submitted a final report to the City Council regarding its recommendation on the amendment to the zoning of the Property; and

**WHEREAS**, the City Council held a public hearing, duly noticed, to consider the amendment to the zoning of the Property; **NOW, THEREFORE**,

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

**SECTION 1. PREAMBLES.** All of the above and foregoing recitals are found to be true and correct and made a part of this ordinance for all purposes.

**SECTION 2. AMENDMENT TO ZONING MAP.** The official zoning map of the City is amended by changing the zoning of Lots 6 and 7 of Brookmeadow IV, 14 Brookmeadow Drive, Woodcreek, Texas, from SF-6 (Single-Family Residence) to SF-1 (Single Family Residence). Lot 8 of Brookmeadow IV, 14 Brookmeadow Drive, Woodcreek, Texas, remains zoned SF-1 (Single-Family Residence) and included in this Ordinance for clarification as a lot within the same physical address and identified by the same Hays County Appraisal District Parcel ID.

**SECTION 3. CHANGE OF ZONING RECORDS AND MAPS.** The City Manager shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** All City ordinances or parts of ordinances inconsistent or in conflict herewith, to the extent of such inconsistency or conflict, are hereby repealed.

**SECTION 5. SEVERABILITY.** If any section, subsection, phrase, sentence or portion of this ordinance is for any reason held invalid, overturned, or unconstitutional, such portion shall be

deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its approval and passage.

**SECTION 7. PROPER NOTICE AND MEETING.** It is hereby found and determined that public notice of the time, place and purpose of said public hearing and meeting was given as required by the Chapter 211 of the Local Government Code and the Open Meetings Act, Texas Government Code, Chapter 551 and the meeting at which this ordinance was passed was attended by a quorum of the City Council and was open to the public, as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** this the \_\_\_ day of November, 2019 by a vote of

\_\_\_\_\_ **NAYS**

\_\_\_\_\_ **AYES**

\_\_\_\_\_ **Absent and Not Voting**

**CITY OF WOODCREEK**

\_\_\_\_\_  
**William P. Scheel, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brenton B. Lewis, City Manager**



**Council Meeting Date: 11/13/2019**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

Discussion and Take Appropriate Action on the Appointment of an individual to serve as a representative for the CAPCOG General Assembly.

**Item Summary:**

This agenda item is to consider the appointment of the representative to serve as the General Assembly representative for Woodcreek on the Capital Area Council of Governments.

The current representative is Mayor Scheel.

**Financial Impact/Financial Information:**

N/A

**Comments/Recommendation**

None

**Attachments:**

Appointment form

**Submitted By:**

Brenton B. Lewis, City Manager



**APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE  
CAPITAL AREA COUNCIL OF GOVERNMENTS**

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.  
Cities, Towns, Villages: Official appointments are made at City Council meetings.  
Organizations: Official appointments are made by the Board or other governing body.

**PLEASE COMPLETE THE FOLLOWING SECTION**

Governing Body:

\_\_\_\_\_ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

\_\_\_\_\_ City Council (e.g., Austin City Council)

-OR-

\_\_\_\_\_ Other (Board or other governing body)

\_\_\_\_\_  
City, County, or Organization being represented

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Zip Code

(\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists)

Check One:

\_\_\_\_\_ Reappointment

\_\_\_\_\_ Filling Vacancy

\_\_\_\_\_ Changing Representative

\_\_\_\_\_  
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on \_\_\_\_\_

Date of Meeting

\_\_\_\_\_  
Signature of Chief Elected Official/Chair of Governing Board

\_\_\_\_\_  
Date

Please fax this form to 512-916-6001 or email it to [cavila@capcog.org](mailto:cavila@capcog.org). For questions about completing this form, call Cathy Avila at 512-916-6018.

**Council Meeting Date: 11/13/2019**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

Discussion and Take Appropriate Action on a Participation Agreement between the City of Woodcreek and The Local Government Purchasing Cooperative

**Item Summary:**

This agenda item is to consider entering into the Local Government Purchasing Cooperative or better known as BuyBoard. The City is currently a member of the TexasSmart Buy. The advantage to being a member of purchasing cooperatives the City does not have to bid out certain services or products if there are vendors who are listed on the cooperatives have current contracts under the cooperatives.

**Financial Impact/Financial Information:**

None – no fee

**Comments/Recommendation**

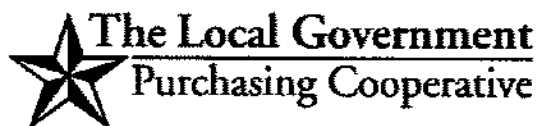
Staff recommends authorization to enter into the local government agreement through the local government purchasing cooperative

**Attachments:**

Interlocal Purchasing Agreement

**Submitted By:**

Brenton B. Lewis, City Manager



## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

### I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

### 3. **Termination.**

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
  - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

### 4. **Payments by Cooperative Member.**

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.
  - b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.
  - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including,



but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By: \_\_\_\_\_  
James B. Crow, Secretary

Date: \_\_\_\_\_

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

Texas, \_\_\_\_\_

(zip)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email



**BOARD RESOLUTION**

**of**

\_\_\_\_\_  
(Name of Local Government)

**Cooperative Member**

WHEREAS, the \_\_\_\_\_, (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act");

WHEREAS, \_\_\_\_\_, has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative's purchasing program and select vendors for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, in  
(Name of Local Government)  
the year \_\_\_\_\_, and that the same now appears of record in its official minutes.

\_\_\_\_\_, Cooperative Member  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary of the Board Date: \_\_\_\_\_