

**City of Woodcreek City Council Meeting**  
**April 12, 2017; 6:30 p.m.**  
**Woodcreek, Texas**

**NOTICE/AGENDA**

*This notice 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 Council Meeting on April 12, 2017, 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 Flag of the United States of America**
  - B. To the Great State of Texas**
- 4. Roll Call**
- 5. Public Comments:** Members of the Public may sign up at the City Council meeting to address the City Council. Comments will be limited to three (3) minutes per speaker.
- 6. Citizen Communications:** Members of the Public who have submitted a written request to address the City Council on specific issue. Comments will be limited to five (5) minutes per speaker.
- 7. Report Items:**
  - A. DPW Monthly Report (Director of Public Works Frank Wood)**
  - B. Treasurer's Report for March, 2017 (City Treasurer Gene Golembiewski)**
  - C. City Manager's Monthly Public Report (City Manager Brenton Lewis)**
- 8. 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 City Council meeting of March 8, 2017.**
  - B. Approval of Treasurer's Report for March, 2017**
- 9. Regular Agenda**
  - A. Presentation and Possible Action to Authorize the City Manager to Enter into a Municipal Advisory Agreement with First Southwest, a Division of Hilltop Securities. (City Manager Lewis)**
  - B. Consider Directing Staff to Request Audits from Various Franchisees. (City Manager Lewis)**
  - C. Appointment of the Office of Municipal Court Judge. (Mayor Eskelund)**
  - D. Discussion and Action on Drafting an Ordinance as it Relates to the Discharging of Firearms, Air Rifles, Etc. and Hunting in the City of Woodcreek. (City Manager Lewis)**

- E. Discussion and Action on Drafting an Ordinance as it Relates to Solicitation/Peddlers. (City Manager Lewis)
- F. Discussion and Possible Action on Proposed Dedication of Par View Drive to the City of Woodcreek. (City Manager Lewis)

## 10. 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 551.987 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(e) 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 1-800-735-2985.*

*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 6<sup>th</sup> day of April, 2017 at 1:45 p.m.

By: Brenton B. Lewis  
Brenton B. Lewis, City Manager

**Treasurer's Report**

**For the Period: October 2016 - March 2017**

Percent Complete: 50%

	2016-2017			2015-2016			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Mar 2017	Mar 2016	Difference
<b>Revenue</b>									
3000 Ad Valorem Tax Revenue	214,996	220,840	97%	191,533	214,500	89%	15,318	13,283	2,035
3005 State Sales Tax Revenue	21,933	40,000	55%	20,341	43,000	47%	3,504	2,925	578
3010 Mixed Beverage Tax & Fees Rev	365	1,500	24%	296	1,330	22%	-	-	-
3020 Electric Franchise Fee Revenue	15,914	30,000	53%	13,779	30,000	46%	-	-	-
3030 Cable Services Franchise Rev	16,776	30,400	55%	15,928	31,220	51%	8,529	-	8,529
3040 Water Service Franchise Revenue	74,196	87,700	85%	70,895	87,750	81%	-	-	-
3050 Disposal Service Franchise Rev	6,803	14,000	49%	6,723	13,830	49%	3,495	-	3,495
3060 Telephone Franchise Revenue	899	1,500	60%	1,016	1,550	66%	-	-	-
3070 Golf Course Franchise Revenue	-	500	0%	-	500	0%	-	-	-
3080 Reimbursements	-	100	0%	-	-	n/a	-	-	-
3080 Reimbursements	260	100	260%	10	-	n/a	155	-	155
3090 Development Revenue	-	-	n/a	6,284	14,000	45%	-	880	(880)
3090.01 Residential	5,945	7,800	76%	-	-	n/a	1,465	-	1,465
3090.02 Commercial	-	6,150	0%	-	-	n/a	-	-	-
3090.03 Other	263	1,050	25%	-	-	n/a	-	-	-
<b>Total 3090 Development Revenue</b>	<b>6,208</b>	<b>15,000</b>	<b>41%</b>	<b>6,284</b>	<b>14,000</b>	<b>45%</b>	<b>1,465</b>	<b>880</b>	<b>585</b>
3095 Sign Fees	385	100	385%	-	300	0%	55	-	55
4000 Interest Income	2,047	4,000	51%	2,133	4,000	53%	422	350	72
4010 Other Revenue	785	50	1570%	24	1,050	2%	500	24	476
4015 Oak Wilt Containment	-	-	n/a	-	-	n/a	-	-	-
4020 Municipal Court Revenue	-	1,000	0%	140	150	93%	-	-	-
4040 Donations Received	5,000	5,000	100%	-	5,000	0%	-	-	-
4050 General Fund Transfer	-	-	n/a	-	-	n/a	-	-	-
<b>Total Revenue</b>	<b>366,566</b>	<b>451,690</b>	<b>81%</b>	<b>329,101</b>	<b>448,180</b>	<b>73%</b>	<b>33,442</b>	<b>17,463</b>	<b>15,979</b>

<b>Expenditures</b>									
5000 Personnel Services	-	-	n/a	-	-	n/a	-	-	-
5000.01 Salaries and Wages	63,790	135,060	47%	50,257	103,300	49%	10,320	10,067	253
5000.02 Expense Reimbursement Allowance	600	-	n/a	-	-	n/a	100	-	100
5000.03 City Manager Vehicle Reimbursem	4,175	8,350	50%	2,317	5,500	42%	696	681	15
5000.05 Elected Official Pay	420	840	50%	280	700	40%	70	70	-
5000.20 Payroll Tax Expense	-	-	n/a	4,617	9,300	50%	-	1,304	(1,304)
5000.20 Payroll Tax Expense	5,494	11,590	47%	4,617	9,300	50%	627	1,304	(677)
5000.40 Retirement	2,080	5,100	41%	1,664	4,000	42%	322	344	(22)
5000.50 Direct Deposit Expense	-	130	0%	65	130	50%	-	16	(16)
5000.51 Health Insurance Stipend	-	1,200	0%	-	400	0%	-	-	-
<b>Total 5000 Personnel Services</b>	<b>76,559</b>	<b>162,270</b>	<b>47%</b>	<b>59,201</b>	<b>123,330</b>	<b>48%</b>	<b>12,135</b>	<b>12,481</b>	<b>(346)</b>
5500 Office Expenses	-	-	n/a	-	-	n/a	-	-	-
5500.05 Bank Fees & Charges	-	-	n/a	33	-	n/a	-	4	(4)
5500.10 City Hall Maintenance / Repairs	1,346	2,500	54%	218	20,000	1%	351	-	351
5500.30 IT & Radio Expenses	519	5,500	9%	1,462	7,000	21%	111	15	96
5500.40 Newsletter	-	580	0%	-	750	0%	-	-	-
5500.50 Office Supplies	1,101	3,500	31%	1,151	3,800	30%	529	112	417
5500.60 Postage & Shipping	791	1,620	49%	620	2,000	31%	55	205	(151)
5500.61 Printing & Reproduction	2,222	2,000	111%	1,433	4,000	36%	193	356	(163)
5500.70 Storage Rental	385	1,200	32%	510	1,100	46%	103	-	103
5500.80 Software & Subscriptions	560	-	n/a	-	-	n/a	-	-	-
<b>Total 5500 Office Expenses</b>	<b>6,923</b>	<b>16,900</b>	<b>41%</b>	<b>5,427</b>	<b>38,650</b>	<b>14%</b>	<b>1,342</b>	<b>692</b>	<b>649</b>
6000 Professional Services	-	-	n/a	-	-	n/a	-	-	-
6000.01 Audit Expense	-	9,000	0%	-	6,600	0%	-	-	-
6000.10 Codification	139	1,500	9%	80	1,200	7%	-	-	-
6000.11 Contract Labor	417	6,750	6%	3,462	7,500	46%	-	818	(818)
6000.15 Engineering	26,700	1,500	1780%	350	1,850	19%	-	-	-
6000.20 Legal Expenses	-	25,000	0%	-	25,000	0%	-	-	-
6000.20 Legal Expenses	9,090	25,000	36%	10,588	25,000	42%	652	1,635	(982)
6000.30 IT Services	4,849	-	n/a	-	-	n/a	666	-	666
6000.40 Accounting	6,076	-	n/a	-	-	n/a	914	-	914
<b>Total 6000 Professional Services</b>	<b>47,271</b>	<b>43,750</b>	<b>108%</b>	<b>14,480</b>	<b>42,150</b>	<b>34%</b>	<b>2,232</b>	<b>2,453</b>	<b>(221)</b>

	2016-2017			2015-2016			Y/Y Monthly Comparison		
	YTD	Budget	%	YTD	Budget	%	Mar 2017	Mar 2016	Difference
6500 Area Care/Maintenance	-	-	n/a	-	-	n/a	-	-	-
6500.01 Deer Removal	225	2,500	9%	825	1,500	55%	-	225	(225)
6500.15 Mowing	425	5,500	8%	145	5,500	3%	-	145	(145)
6500.20 Oak Wilt Containment	-	1,000	0%	-	2,000	0%	-	-	-
6500.21 Outdoor Beautification	2,514	30,000	8%	3,042	12,000	25%	480	-	480
6500.25 ROW Tree Trimming	-	10,000	0%	-	1,500	0%	-	-	-
6500.30 Street Maintenance	-	25,000	0%	3,075	26,000	12%	-	-	-
6500.31 Street Signs	1,050	1,000	105%	417	1,000	42%	-	114	(114)
6500.35 Storm Damage Reserve	-	7,000	0%	-	-	n/a	-	-	-
6500.40 Tree Limb Pick-Up	5,200	3,500	149%	3,630	8,900	41%	-	-	-
<b>Total 6500 Area Care/Maintenance</b>	<b>9,414</b>	<b>85,500</b>	<b>11%</b>	<b>11,134</b>	<b>58,400</b>	<b>19%</b>	<b>480</b>	<b>484</b>	<b>(4)</b>
7000 Other Operating Expenses	-	-	n/a	-	-	n/a	-	-	-
7000.01 Ad Valorem Tax Expense	860	2,000	43%	833	2,000	42%	430	-	430
7000.02 Building Inspections	4,190	5,500	76%	3,410	10,000	34%	460	330	130
7000.03 Code Compliance	8	1,500	1%	-	1,500	0%	-	-	-
7000.04 Dues & Membership	1,278	1,800	71%	681	1,700	40%	-	25	(25)
7000.05 Election Expense	3,113	3,000	104%	2,592	2,600	100%	-	-	-
7000.10 Depreciation Expense	-	-	n/a	-	-	n/a	-	-	-
7000.15 Meeting Expense	730	1,600	46%	701	1,800	39%	82	64	18
7000.20 Public Notices	495	1,500	33%	923	1,800	51%	99	185	(86)
7000.30 Travel & Vehicle Exp Reimb.	677	4,000	17%	56	750	7%	112	35	77
7000.40 Training & Prof Development	1,934	5,000	39%	1,154	2,000	58%	555	1,032	(477)
<b>Total 7000 Other Operating Expenses</b>	<b>13,285</b>	<b>25,900</b>	<b>51%</b>	<b>10,350</b>	<b>24,150</b>	<b>43%</b>	<b>1,738</b>	<b>1,671</b>	<b>67</b>
7500 Utilities	-	-	n/a	-	-	n/a	-	-	-
7500.10 City Hall Utilities	-	-	n/a	1,213	2,600	47%	-	87	(87)
7500.10 City Hall Utilities	1,360	2,700	50%	1,213	2,600	47%	221	87	134
7500.20 Outdoor Utilities	-	-	n/a	1,596	3,600	44%	-	111	(111)
7500.20 Outdoor Utilities	1,839	3,600	51%	1,596	3,600	44%	289	111	178
7500.30 Telephone & Internet	1,650	3,000	55%	1,459	3,000	49%	281	1	280
<b>Total 7500 Utilities</b>	<b>4,848</b>	<b>9,300</b>	<b>52%</b>	<b>4,268</b>	<b>9,200</b>	<b>46%</b>	<b>791</b>	<b>199</b>	<b>592</b>
7600 Insurance	2,908	2,900	100%	2,514	2,550	99%	-	-	-
8020 Municipal Court Costs	-	-	n/a	-	-	n/a	-	-	-
8020.20 MC Judge	1,000	3,500	29%	1,500	3,400	44%	-	250	(250)
8020.25 Misc. Court Costs	765	1,000	77%	735	750	98%	-	-	-
8020.30 Prosecutor	-	2,400	0%	-	-	n/a	-	-	-
8020.40 State Comptroller Costs	-	500	0%	54	-	n/a	-	-	-
8020.41 Supplies	77	200	39%	-	-	n/a	-	-	-
8020.60 Traffic Enforcements	7,085	28,000	25%	14,170	36,000	39%	-	-	-
<b>Total 8020 Municipal Court Costs</b>	<b>8,927</b>	<b>35,600</b>	<b>25%</b>	<b>16,459</b>	<b>40,150</b>	<b>41%</b>	<b>-</b>	<b>250</b>	<b>(250)</b>
9077 General Fund Accrual	-	-	n/a	-	-	n/a	-	-	-
Unapplied Cash Bill Payment Expenditure	-	-	n/a	-	-	n/a	-	-	-
<b>Total Expenditures</b>	<b>170,135</b>	<b>382,320</b>	<b>45%</b>	<b>124,686</b>	<b>338,580</b>	<b>37%</b>	<b>18,717</b>	<b>18,230</b>	<b>487</b>
Net Operating Revenue	196,431	69,570	282%	204,414	109,600	187%	14,725	(767)	15,491
Other Revenue	-	-	n/a	-	-	n/a	-	-	-
4019 Proceeds from Capital Leases	-	-	n/a	-	-	n/a	-	-	-
8500 Capital Improvement Income	-	-	n/a	-	-	n/a	-	-	-
Other Expenditures	-	-	n/a	-	-	n/a	-	-	-
8500.25 Capital Improvement Expense	-	-	n/a	725	-	n/a	-	-	-
9001 Capital Lease Principal	-	-	n/a	-	-	n/a	-	-	-
9002 Interest on Capital Lease	-	-	n/a	-	-	n/a	-	-	-
9074 Other Capital Outlay	-	-	n/a	-	-	n/a	-	-	-
<b>9800.01 Capital Expenditures - CY</b>	<b>7,640</b>	<b>12,610</b>	<b>61%</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>-</b>	<b>-</b>	<b>-</b>
9800.02 Other Miscellaneous Expenditure	-	-	n/a	-	750	0%	-	-	-
Reconciliation Discrepancies	(0)	-	n/a	-	-	n/a	-	-	-
Net Other Revenue	(7,640)	(12,610)	61%	(725)	(750)	97%	-	-	-
<b>Net Revenue</b>	<b>188,792</b>	<b>56,960</b>	<b>331%</b>	<b>203,689</b>	<b>108,850</b>	<b>187%</b>	<b>14,725</b>	<b>(767)</b>	<b>15,491</b>
Reconciliation to Income Statement	-	-	-	-	-	-	-	-	-
9800.02 Other Miscellaneous Expenditure	(7,640)	-	-	-	-	-	-	-	-
<b>Net Revenue</b>	<b>196,431</b>	-	-	<b>203,689</b>	-	-	<b>14,725</b>	-	-

**CITY OF WOODCREEK, TEXAS**  
**Quarterly Inventory Report**  
 As of 03/31/17

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 - West Texas National Bank</b>											
01/01/17	Broadway Checking *	0.00%	04/01/17	0.00%	n/a	1	192,298.83	192,298.83	334,192.08	334,192.08	0.00
01/01/17	Broadway Savings	0.10%	04/01/17	0.10%	n/a	1	17,767.38	17,767.38	17,771.76	17,771.76	4.38
01/01/17	Broadway Funds DDA	0.00%	04/01/17	0.00%		1	31,106.07	31,106.07	31,106.07	31,106.07	0.00
	<b>Subtotal Bank Accounts</b>						241,172.28	241,172.28	383,069.91	383,069.91	4.38
<b>Bank CD</b>											
	<b>Subtotal CDs</b>				0		0.00	0.00	0.00	0.00	0.00
<b>Investments</b>											
01/01/17	Texas Class	0.98%	04/01/17	0.95%	n/a	1	25,990.51	25,990.51	26,053.09	26,053.09	62.58
12/19/16	Broadway Money Market	0.20%	03/17/17	0.19%	n/a	1	477,747.04	477,747.04	477,977.34	477,977.34	230.30
01/01/17	Crockett National Bank	0.75%	04/01/17	0.74%	n/a	1	223,936.28	223,936.28	224,350.66	224,350.66	414.38
01/01/17	Pioneer Bank	0.55%	04/01/17	0.54%	n/a	1	201,852.77	201,852.77	202,126.09	202,126.09	273.32
	<b>TOTALS</b>				0		<u>1,170,698.88</u>	<u>1,170,698.88</u>	<u>1,313,577.09</u>	<u>1,313,577.09</u>	<u>984.96</u>

0.0055946

Average Weighted Maturity	1 days
Average Weighted Yield	0.34 %

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

Gene Golembiewski, City Treasurer

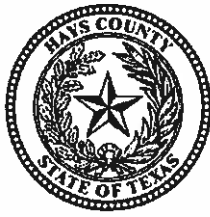
Brenton Lewis, City Manager

*\*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.*

**The City of Woodcreek**  
**STATEMENT OF FINANCIAL POSITION**  
As of March 31, 2017

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Operating - Broadway 9628	327,054.11
1003 Municipal - Reg Acct#7223	31,106.07
1003.1 Municipal Court Petty Cash	100.00
1006 PEG - #5467	17,771.76
1010 Petty Cash	-41.00
1020 Investment Account - Class 0001	26,053.09
1021 Reserved Funds - Broadway 4573	477,977.34
1022 Crockett National Bank	224,350.66
1023 Pioneer Bank #6151	202,126.09
<b>Total Bank Accounts</b>	<b>\$1,306,498.12</b>
Accounts Receivable	
1120 Delinquent Taxes Receivable	9,288.75
<b>Total Accounts Receivable</b>	<b>\$9,288.75</b>
Other Current Assets	
1121 Allowance for Uncollectible	-464.43
1122 Due to/from HOT Account	52.00
1123 Employee Cash Advance	0.00
<b>Total Other Current Assets</b>	<b>\$ -412.43</b>
<b>Total Current Assets</b>	<b>\$1,315,374.44</b>
Fixed Assets	
1200 Office Furniture / Equipment	34,566.84
1225 Land	37,850.00
1226 Building & Improvements	109,708.00
1227 Street Pavement	144,126.00
1240 Accumulated Depreciation - All	-19,261.00
<b>Total Fixed Assets</b>	<b>\$306,989.84</b>
Other Assets	
1250 Deferred Revenue	-15,678.59
1300.10 Committed for Streets Repair	0.00
<b>Total Other Assets</b>	<b>\$ -15,678.59</b>
<b>TOTAL ASSETS</b>	<b>\$1,606,685.69</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
1900 Accounts Payable	34,594.38
<b>Total Accounts Payable</b>	<b>\$34,594.38</b>
Other Current Liabilities	
2000 Payroll Tax Payable	3,248.29

	TOTAL
2001 Federal Withholding Payable	0.00
2020 State Unemployment Liability	122.11
2021 Accrued Wages Payable	2,608.53
2030 TMRS Payable	0.00
2100 WWA / LCRA Grant	445.45
Expenditures	
2105 Capital Development Grant	21,325.00
2105.1 Augusta Park Proj Expenditures	-1,707.50
2110 Direct Deposit Liabilities	-3,739.35
2200 Security Deposits	0.00
2300 Sales Tax Revenue Overpayment	533.38
<b>Total Other Current Liabilities</b>	<b>\$22,835.91</b>
<b>Total Current Liabilities</b>	<b>\$57,430.29</b>
<b>Total Liabilities</b>	<b>\$57,430.29</b>
Equity	
9998 Opening Balance Equity	533,846.43
9999 Retained Earnings	818,977.56
Net Revenue	196,431.41
<b>Total Equity</b>	<b>\$1,549,255.40</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,606,685.69</b>



*Ray Helm*

Constable Precinct 3 Hays County, Texas

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Woodcreek Patrol  
March 2017

	<u>Total</u>
Hours:	117
Mileage:	757
Traffic Citation/warning(s):	9
Code Enforcement:	1
Close Patrol:	2
Criminal:	1
Civil:	2
Other:	4
Agency/Public Assist:	4
Warrants:	0
Jailing:	0

Constable Ray Helm III

Deputy Travis Brown

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P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us



**City of Woodcreek City Council Meeting**  
**March 8, 2017; 6:30 p.m.**  
**41 Champions Circle**  
**Woodcreek, Texas**

**Minutes**

1. **Call to Order:** Mayor Eskelund 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 Great State of Texas
4. **Roll Call. Present:** Mayor Eric C. Eskelund, Mayor Pro Tem Nancy Britner, Councilmember Bill Scheel, Councilmember Jerry Moore, Councilmember Judy Brizendine, Councilmember Aurora LeBrun, City Manager Brenton B. Lewis, City Attorney Roger Gordon, Director of Public Works Frank Wood, City Treasurer Gene Golembiewski, Assistant Administrator Linda Land, City Clerk Barbara Grant.
5. **Public Comments:** Woodcreek Residents Nikki Jenkins expressed her thoughts about the Par View Drive ownership issue. Ginny Tannebring requested clarification regarding responsibilities of Quicksand Golf Course, Wimberley Springs Partners and the City of Woodcreek.
6. **Citizen Communications: General:** There were no citizen communications.
7. **Report Items:**
  - A. Director of Public Works Wood, in his monthly report noted that two bids for the road repairs were received.
  - B. City Treasurer Golembiewski reported year-to-date revenues of \$333,124.00 and \$151,417.00 in expenditures.
  - C. City Manager Lewis presented his Monthly Public Report.
8. **Consent Agenda:**
  - A. **Approval of the minutes of the Regular Woodcreek City Council meeting of February 8, 2017.**
  - B. **Approval of Treasurer's Report for February, 2017.**
  - C. **Approval of Camp Young Judea Fireworks Application for March 11, 2017 Display.**

Mayor Pro Tem Britner moved to accept the Consent Agenda in its entirety. The motion was seconded by Councilmember Moore, which passed with a vote of 5-0-0.
9. **Regular Agenda**
  - A. **Consider and Take Appropriate Action on a Resolution Appointing an**

**Investment Officer in Accordance with the Public Finance Investment Act and the City of Woodcreek Investment Policy and Strategy.** After discussion, Mayor Pro Tem Britner moved to adopt Resolution No. 17-03-08-01 appointing the City Manager as the Investment Officer for the City of Woodcreek, performing all required investment-related duties while employed in this position, effective March 8, 2017. The motion was seconded by Councilmember Moore, which passed with a vote of 5-0-0.

- B. Discuss and Take Appropriate Action on Anti-Fraud Policy.** After discussion, Mayor Pro Tem Britner moved to adopt the City of Woodcreek Anti-Fraud Policy, subject to the City Attorney's review. The motion was seconded by Councilmember Moore, which passed with a vote of 5-0-0.
- C. Discussion and Possible Action on Proposals Received for Potholes and Various Street Repairs.** After discussion, Councilmember Brizendine moved to authorize the City Manager to enter into a contract with a Hayden, after checking references and attorney review. The motion was seconded by Mayor Pro Tem Britner, which passed with a vote of 5-0-0.
- D. Recognition of Barbara Grant for Five (5) Years of Public Service with the City of Woodcreek.** Mayor Eskelund presented a plaque to Ms. Grant and thanked her for her service.
- E. Discussion and Possible Action on Proposed Dedication of Par View Drive to the City of Woodcreek.** After discussion, Councilmember Brizendine moved to table this item to the next city council meeting. The motion was seconded by Mayor Pro Tem Britner, which passed with a vote of 5-0-0.

**10. Adjourn** There being no further business, Mayor Eskelund adjourned the meeting at 7:27 p.m.

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Eric C. Eskelund, Mayor

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Brenton B. Lewis, City Manager

**Council Meeting Date: 04/12/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. A. Presentation and Possible Action to Authorize the City Manager to Enter into a Municipal Advisory Agreement with First Southwest, a Division of Hilltop Securities

**Item Summary:**

This item is to receive a short presentation from the representatives of First Southwest, and consider entering into a Municipal Advisory Agreement. Included in the packet is an overview of the company and the services they provide.

**Financial Impact/Financial Information:**

N/A (fees will be included in the any note/bond issuance)

**Comments/Recommendation**

Authorize the City Manager to execute the Municipal Advisory Agreement on behalf of the City.

**Attachments:**

Woodcreek TX FA Agreement and Municipal Advisory Agreement

**Submitted By:**

Brenton B. Lewis, City Manager



**FirstSouthwest**  
A Division of Hilltop Securities.

The City of  
**Woodcreek**  
IN THE MIDST OF THE TEXAS HILL COUNTRY

**Contacts:**

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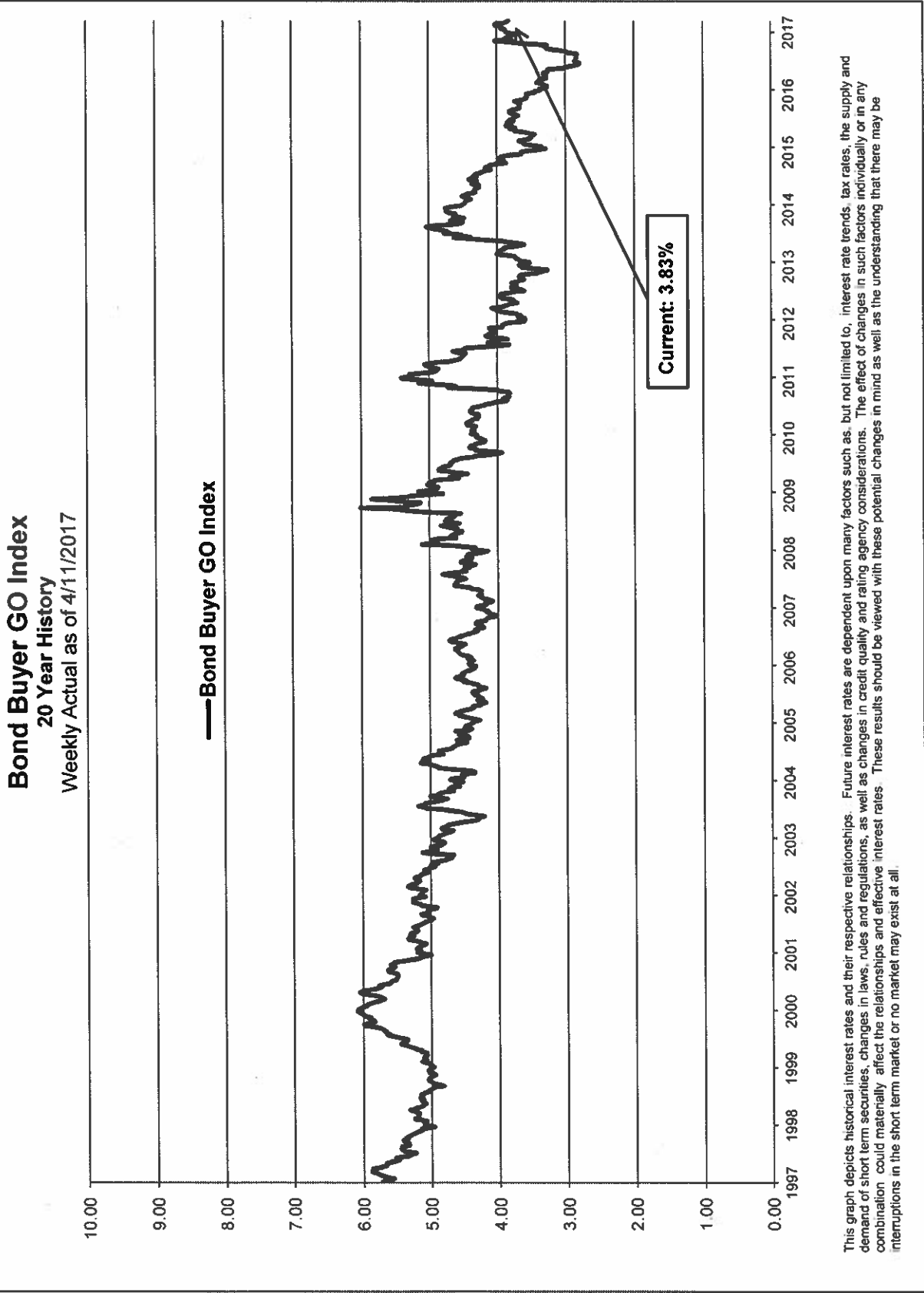
**Jorge Delgado**  
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[jorge.delgado@hilltopsecurities.com](mailto:jorge.delgado@hilltopsecurities.com)

# Options to Fund a Citywide Street Maintenance and Renovation Program

April 12, 2017

**City of Woodcreek, Texas**

# Historical and Current Municipal Bond Interest Rates General Obligation Bond Buyer Index (Texas City Ad Valorem Debt)



Source: The Bond Buyer

# Summary

The City of Woodcreek (the "City") would like to fund a citywide street maintenance and renovation program

1) The State of Texas, authorizes Cities to issue debt based on the authorization process and what is being funded

a) Tax Notes

- ✓ Credit pledge and repayment from ad valorem taxes
- ✓ Authorized by Ordinance
- ✓ Limited to 7 year amortization

b) General Obligation Bonds

- ✓ Credit pledge and repayment from ad valorem taxes
- ✓ Authorized by Election
- ✓ Up to 40 year amortization, but no longer than the useful life of the asset being funded

2) The City's current 2016 / 17 total ad valorem tax rate = \$0.1305

M&O Tax component	\$0.1305
<u>I&amp;S Tax component</u>	<u>\$0.0000</u>
Total Tax Rate	\$0.1305

3) The City's current Taxable Assessed Value is approximately \$175,000,000

4) One Cent, \$0.0100, of City ad valorem tax generates \$17,150 at a budgeted 98 percent collection rate

# Debt Issuance Capacity and Homeowner's Cost Impact Based on Tax Rate Increase and Amortization



## Tax Rate Increase

Cents **\$0.05** **\$0.10**

Taxes Generated (\$175,000,000 at 98%) **\$85,750** **\$171,500**

## Debt Capacity

Amortization	7 Years	15 Years	20 Years	7 Years	15 Years	20 Years
Projected Interest Rate	3.0%	4.0%	5.0%	3.0%	4.0%	5.0%
Par Amount	\$550,000	\$990,000	\$1,120,000	\$1,100,000	\$1,980,000	\$2,244,000

## Homeowner's Cost Impact

Average Home Value	<b>\$220,000</b>
Tax Impact Per Month	<b>\$9.17</b> <b>\$18.34</b>
Tax Impact Per Year	<b>\$110</b> <b>\$220</b>

## Tax Note Issuance - Schedule of Events

---

- 1) July 14, 2017 – Regular Council Meeting**
  - a) City Council Approves funding Citywide Street Maintenance and Renovation Program
- 2) July 25, 2017**

City of Woodcreek receives the Tax Year 2017 Certified Taxable Assessed Value from Hayes County Appraisal District
- 3) August 9, 2017 – Regular Council Meeting**
  - a) City Council considers and approves an Ordinance Issuing Tax Notes, 2017
- 4) Attorney General Reviews and Approves Issuance of Tax Notes (minimum 15 business days required from receipt of executed documents)**
- 5) September 13, 2017**
  - a) Closing and delivery of funds to the City



# General Obligation Bonds Issuance - Schedule of Events

- 1) 90 days prior to Election**
  - a) First day for City to adopt an Ordinance calling the Bond Election
- 2) 30<sup>th</sup> day prior to Election**
  - a) Last day for City to adopt an Ordinance calling the Bond Election
- 3) November 7, 2017 – Bond Election**
- 4) November 15, 2017 – Special Council Meeting**
  - a) City Council canvas Election
- 5) 30 Day contest period**
- 6) January 10, 2018**
  - a) City Council considers and approves an Ordinance Issuing General Obligation Bonds, 2017
- 7) Attorney General Reviews and Approves Issuance of Tax Notes (*minimum 15 business days required from receipt of executed documents*)**
- 8) February 14, 2018**
  - a) Closing and delivery of funds to the City

# Questions, Discussion and Next Steps

**FirstSouthwest**



A Division of Hilltop Securities.

### Contacts

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**Overview of FirstSouthwest, a Division of Hilltop Securities Inc.**

February 17, 2017

**City of Woodcreek, Texas**

## Table of Contents

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<b>Overview of FirstSouthwest</b>	<b>Tab A</b>
<b>Financial Advisory Qualifications</b>	<b>Tab B</b>
<b>Why FirstSouthwest</b>	<b>Tab C</b>
<b>Appendix A: Resumes</b>	

# Overview of FirstSouthwest

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## Recent Merger Between First Southwest Company and Southwest Securities

### Trusted Leader in Public Finance

- Combination of two established and successful broker-dealers—Southwest Securities Inc. and First Southwest Company, LLC—to form Hilltop Securities Inc.
- Financial advisory services provided under “FirstSouthwest, a Division of Hilltop Securities Inc.”
- Wholly owned subsidiary of Hilltop Holdings Inc. (NYSE: HTH)
- Merger Date January 22, 2016
- More than 110 years of combined industry experience
- Approximately 950 employees
- 48 office locations in 19 states
- \$15.4 billion in Retail assets under management
- \$22 billion in Clearing Services client assets
- \$25 billion in Municipal Cash Management assets under management

### Primary Business Lines

- Public Finance
- Capital Markets
- Retail
- Clearing Services
- Structured Finance
- Securities Lending

### Hilltop Securities Office Locations



## Overview of FirstSouthwest

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### A Trusted Leader in Public Finance

- A leader in public finance since 1946 for decades with a national presence
- Involved with, on average, 28 deals and approximately \$1.4 billion per week as financial advisor and underwriter
- Public finance is our core business
  - Underwriting professionals also assist our financial advisory clients
- Registered Broker/Dealer with transparency and accountability
  - Senior management includes a past Chairman of the MSRB
  - Support enhanced regulation to clarify the role and responsibilities of financial advisors and underwriters
  - Provide firsthand market knowledge and insights
  - Subject to SEC, MSRB and FINRA rules and regulations

## Our Core Business is Municipal Finance

HilltopSecurities Offers a Comprehensive Municipal Product and Service Platform

### Municipal Products and Services

Investment Banking
Financial Advisory
Municipal Underwriting
Structured Finance
Continuing Disclosure
Investment Pools
Asset Management
Investment Management
Arbitrage Rebate
Mortgage Origination Programs

### Sector Expertise

Airports	Ports
Benefit Plan Services	Public Power
Convention Center / Hotel	School Districts
General Obligation	Special Districts
Healthcare	State Revolving Funds
Higher Education	Student Loans
Housing	Toll Roads   Rapid Transit
Public-Private Partnership	Water and Sewer

*HilltopSecurities is a diversified investment bank specializing in public finance, capital markets, correspondent clearing and asset management. We set ourselves apart by putting our clients first.*



## Broker / Dealer Advantage

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- Our underwriting professionals work in partnership with our banking professionals from preliminary structuring of a transaction through pricing and final allocations of bonds
  - HilltopSecurities' 30+ year underwriting professionals spend approximately 70% of their time assisting our financial advisory clients
  - Our underwriting staff has been involved with pricing an average of 28 deals per week as financial advisor or underwriter for the past five years



- The discipline of maintaining an active broker/dealer operation benefits our clients in numerous ways.
  - Active daily participation in the capital markets provides clients current and reliable market information and helps assure that clients' bonds are priced and sold at market levels
  - Risking our capital gives us additional perspective into the nuances of the underwriting process and gives us valuable credibility with the underwriting community
  - Other broker/dealers know that we are willing and able to provide the same functions we ask of them. We are speaking on a daily basis to many of the same institutional investors as the underwriters



- Financial Advisors without an underwriting desk do not have timely access to the same level of market data and must obtain pricing information from third-party underwriters or via other indirect means
  - Financial Advisory firms that do not operate their own underwriting desks often request market data from us, regardless of whether we have a vested interest in the transaction for which they are requesting information

# Financial Advisory Qualifications

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## A Leader in the Municipal Market

### The Firm's Negotiated and Competitive Municipal Market Experience

Senior or Co-Manager	Year	No. of Issues	Par (\$mils)
	2012	648	53,479
	2013	466	42,879
	2014	384	28,580
	2015	393	28,182
	2016	318	29,403
	<b>Total</b>	<b>2,207</b>	<b>\$182,328</b>

Financial Advisor	Year	No. of Issues	Par (\$mils)
	2012	1,093	35,003
	2013	1,025	29,951
	2014	1,013	37,563
	2015	1,016	39,155
	2016	1,036	40,294
	<b>Total</b>	<b>5,183</b>	<b>\$181,966</b>

Jan. 2012 Through Dec 2016	Role	No. of Issues	Par (\$mils)
	Underwriter	2,207	193,649
	Financial Advisor	5,183	168,489
	<b>Total</b>	<b>7,390</b>	<b>\$364,294</b>

- Since January 2012, the firm has provided municipal services on 7,390 transactions totaling more than \$364 billion as financial advisor or underwriter
- On average, HilltopSecurities is involved in 28 financings per week as either financial advisor or underwriter

Source: Ipreo MuniAnalytics

## FirstSouthwest – Number One Financial Advisor in the Nation and in Texas

- For the five-year period ending December 31, 2016, FirstSouthwest is the **number-one financial advisor in the nation**, based on number of issues, with 5,183 issues completed for a par amount of \$181.96 billion.

### National Financial Advisor Rankings

January 1, 2012 – December 31, 2016

Source: Ipreo MuniAnalytics

#### Number of Issues

Hilltop Securities	5,183
PFM Fin Advisors	4,826
Fiscal Adv & Mkt	2,395
Capital Markets Adv	1,908
Ehlers	1,856

The table above includes issues from both Southwest Securities, Inc. and First Southwest Company, LLC. The two firms merged on January 22, 2016.

- For the five-year period ending December 31, 2016, FirstSouthwest is the **number-one financial advisor in Texas**, based on number of issues and par amount, with 2,875 issues completed for a par amount of \$95.26 billion.

### Texas Financial Advisor Rankings

January 1, 2012 – December 31, 2016

Source: Ipreo MuniAnalytics

#### Number of Issues and Par Amount

Hilltop Securities	\$95,260
Estrada Hinojosa	\$42,042
George K. Baum	\$24,789
PFM Fin Advisors	\$14,635
RBC Capital Mkts	\$12,995

The table above includes issues from both Southwest Securities, Inc. and First Southwest Company, LLC. The two firms merged on January 22, 2016.

# Why FirstSouthwest

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## Municipal Finance is Our Primary Business

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### Financial Advisory Experience

- #1 in the nation for five-year period\*
- Vast experience with municipal issuers throughout the U.S.
- Our professionals across the country share ideas and innovations that enhance our underwriting services

### Underwriting and Trading

- Provide firsthand market information
- Able to recommend appropriate structures and timing of issuance
- Continual contact with retail and institutional investors
- Do not rely on historical indexes for interest rate levels

### Reliability and Resources

- Merger of First Southwest Company, LLC (est. 1946) and Southwest Securities Inc. (est. 1972) to form Hilltop Securities Inc. on January 22, 2016
- Approximately 950 employees in 48 offices nationwide
- Broad scope of municipal resources
- Believe in and use a team concept
- Organize a multi-disciplinary team to collaborate expertise

### Registered Broker Dealer

- Subject to SEC, MSRB and FINRA rules and regulations
- Subject to oversight and minimum capital requirements

\* Source: Ipreo MuniAnalytics Ranked by Number of Transactions (2012-2016)

## FirstSouthwest has Earned National Recognition

23 "Deal of the Year" Awards by *The Bond Buyer*, *Institutional Investor*, and *International Financing Review* for Innovative Structures Tailored to our Clients' Needs

- 2016 Southwest Region Deal of the Year Award for financial advisor to the initial \$810 million of the 50-year, \$27 billion Texas Water Development Board's SWIFT program (*The Bond Buyer*)
- 2016 Small Issuer Deal of the Year Award for financial advisor to the Northwest Dallas County Flood Control District's \$15.7 million sale of unlimited tax refunding bonds to restructure a compounding obligation created through a 1992 Chapter 9 bankruptcy. The new bonds lifted a tax-rate cap imposed by the 1992 bankruptcy judgment, allowing the District to obtain an investment grade rating and resolve an accrued and unpaid interest liability (*The Bond Buyer*)
- 2015 Southwest Region Deal of the Year Award for financial advisor to the North Texas Tollway Authority for its strategic refinancings of more than \$2 billion, lowering its maximum annual debt service to a level that brought multiple credit rating upgrades (*The Bond Buyer*)
- 2015 Non-Traditional Financing Deal of the Year Award for Financial Advisor to the State of Hawaii Department of Business, Economic Development, and Tourism for its \$150 million financing to support the new Green Energy Market Securitization (GEMS) program (*The Bond Buyer*)
- 2014 Southwest Region Deal of the Year Award for financial advisor to the Colorado Regional Transportation District for its \$441 million certificates of participation, preserving voter authorized debt capacity (*The Bond Buyer*)
- 2014 Deal of the Year Award for Financial Advisor to the State of Hawaii Department of Business, Economic Development, and Tourism for its \$150 million financing to support the new Green Energy Market Securitization (GEMS) program (*International Financing Review*)
- 2013 Southwest Region Deal of the Year Award for Financial Advisor to Dallas-Fort Worth International Airport for its \$2.73 billion of new money and refunding financings for the airport's Terminal Renewal and Improvement Program (*The Bond Buyer*)
- 2012 National Deal of the Year Award for Financial Advisor to the Michigan Finance Authority for its \$2.9 billion unemployment insurance deal (*The Bond Buyer*)
- 2011 Southwest Region Financial Advisor to the Love Field Modernization Corporation for its \$310 million special facilities revenue bonds (*The Bond Buyer*)
- 2011 Southeast Region Financial Advisor to the Atlanta Department of Aviation for its \$1.5 billion new money and refunding deal (*The Bond Buyer*)
- 2010 Regional Title Co-Managing Underwriter to The La Veria Higher Education Finance Corp. for the Kipp Academy's \$66.17 million education revenue bonds (*The Bond Buyer*)
- 2009 Regional Title Financial Advisor to The Dallas County Hospital District for its \$705 million deal to renovate Parkland Memorial Hospital (*The Bond Buyer*)
- 2009 Far West Region Deal of the Year for Underwriter to Chawanakee Unified School District (*The Bond Buyer*)
- 2008 Regional Title Financial Advisor to the Camino Real Regional Mobility Authority (*The Bond Buyer*)
- 2008 Far West Region Deal of the Year for Underwriter to Yuba Levee Financing Authority (*The Bond Buyer*)
- 2006 Small Issuer Financial Advisor to the Town of Clayton, New Mexico (*The Bond Buyer*)
- 2005 Southwest Region Financial Advisor to the Central Texas Regional Mobility Authority (*The Bond Buyer*)
- 2004 Runner-Up Financial and Swap Advisor to New Mexico Finance Authority – State Department of Transportation (*The Bond Buyer*)
- 2003 Regional Title Financial Advisor to Dallas/Fort Worth International Airport (*The Bond Buyer*)
- 2003 Financial and Swap Advisor to Orlando-Orange County Expressway (*The Bond Buyer*)
- 1996 Swap Advisor to the City of Fort Worth (*The Bond Buyer*)
- 1993 Financial and Swap Advisor to the City of Lewisville, Texas (*Institutional Investor*)
- 1990 Financial and Swap Advisor to the Dallas/Fort Worth Regional Airport (*Institutional Investor*)

# Market Update

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# Municipal Market Commentary

Week of February 6 – February 10, 2017

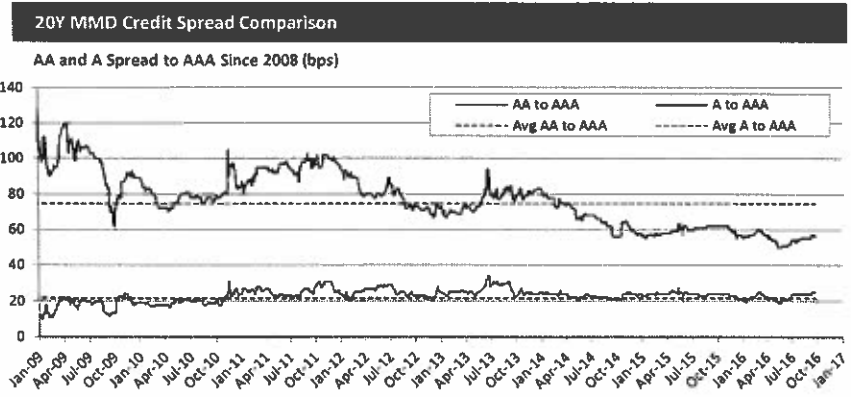
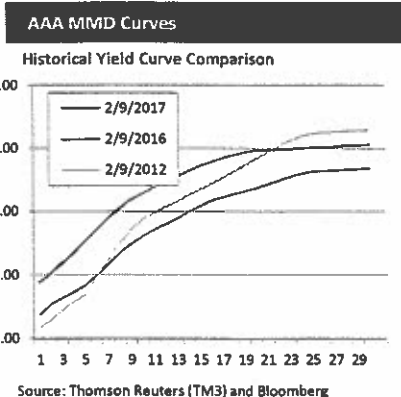
Looking back, given the heavy issuance calendar, municipal bonds posted positive returns for the week but underperformed Treasuries. Uncertainty over President Trump's administration's promise for "big league" tax reform helped stocks to reach new highs. Economic data released was light for the week. As of Friday, U.S. Treasuries were mixed with the 2-year yielding a 1.19% from 1.18% on Thursday, the 10-year rose to 2.41% from 2.39% on Thursday, and the 30-year bond rose to 3.07% from 3.06% on Thursday. The AAA MMD 10-year benchmark yield gained two basis points to 2.30% from 2.28% on Thursday, with the AAA MMD 30-year MMD benchmark gaining one basis point to 3.07% from 3.06% on Thursday.

Looking ahead, total volume of municipal bonds is estimated at \$5.60 billion, down from the previous week's revised \$7.7 billion. The upcoming calendar consists of \$4.09 billion in negotiated deals and \$1.5 billion in competitive sales. The largest transaction on this week's calendar is the \$552 million San Francisco Bay Area Toll Authority toll bridge revenue bonds (comprised of four series "A-D").

The 30-day visible supply is currently at \$9.70 billion with \$6.59 billion in negotiated offerings and \$3.11 billion in competitive offerings.

**Notable figures for the upcoming week:**

- U.S. Retail Sales figures, Consumer Price data, and industrial production numbers will be released on Wednesday, February 15.
- U.S. Housing data will be released on Thursday, February 16.



## Economic Summary

Last week was mostly devoid of economic data: trade balance, wholesale inventories, and import prices...*minor stuff*. Bond yields jumped around a bit, but ended the week pretty close to where they began. Stocks surged with all three major U.S. indexes reaching record highs Thursday and then again on Friday. This was attributed to a statement by President Trump that a major tax announcement would come in a few weeks.

Fed members, uncharacteristically quiet for the past month, weighed in with some important comments last week. Philly Fed President Patrick Harker, a new FOMC voter in 2017, told reporters on Monday that the March FOMC meeting would be "live." The headline caused a bit of a stir, but the reality was that Harker simply wanted to emphasize that all meetings should be considered open for discussion. This is a message that's been served up numerous times and should not be a surprise.

St. Louis Fed President James Bullard said on Thursday that interest rates could remain low throughout 2017 as there is no clear sense that Trump policies will stoke inflationary pressures. Bullard, currently a non-voting member of the FOMC who is considered an inflation "hawk," pointed to "fiscal uncertainty" and indicated that the Fed will likely hike rates just once this year. Bullard believes the March meeting will not result in any change as fiscal policy discussions are unlikely to be resolved before March 15.

It has been relatively quiet on the global front with European economic growth gradually increasing along with price pressures and most equity indexes reflecting the improvement. Unfortunately, there might be a familiar storm brewing on the horizon. Greece will need yet another bailout in July to avoid default. The International Monetary Fund (IMF) believes additional concessions will be required in order for Greece to hit its targets, while citizens of Greece believe current austerity measures have been unduly harsh. In an election year, it looks increasingly like Greece and the IMF are unlikely to compromise their positions. This dance is getting old. The markets haven't factored in the impact of Greece leaving the euro, and maybe it won't make as big a ripple post-Brexit, but this blissful period of global market calm may be nearing the end..

As mentioned earlier, there really wasn't much data released last week. One piece worth mentioning is initial jobless claims, which are first-time filings for unemployment benefits. Claims fell 12k to 234k for the week ending February 4, bringing the four-week moving average to 244k, the lowest since June of 1973. This indicates U.S. employers are not laying employees off, suggesting a tight labor market.

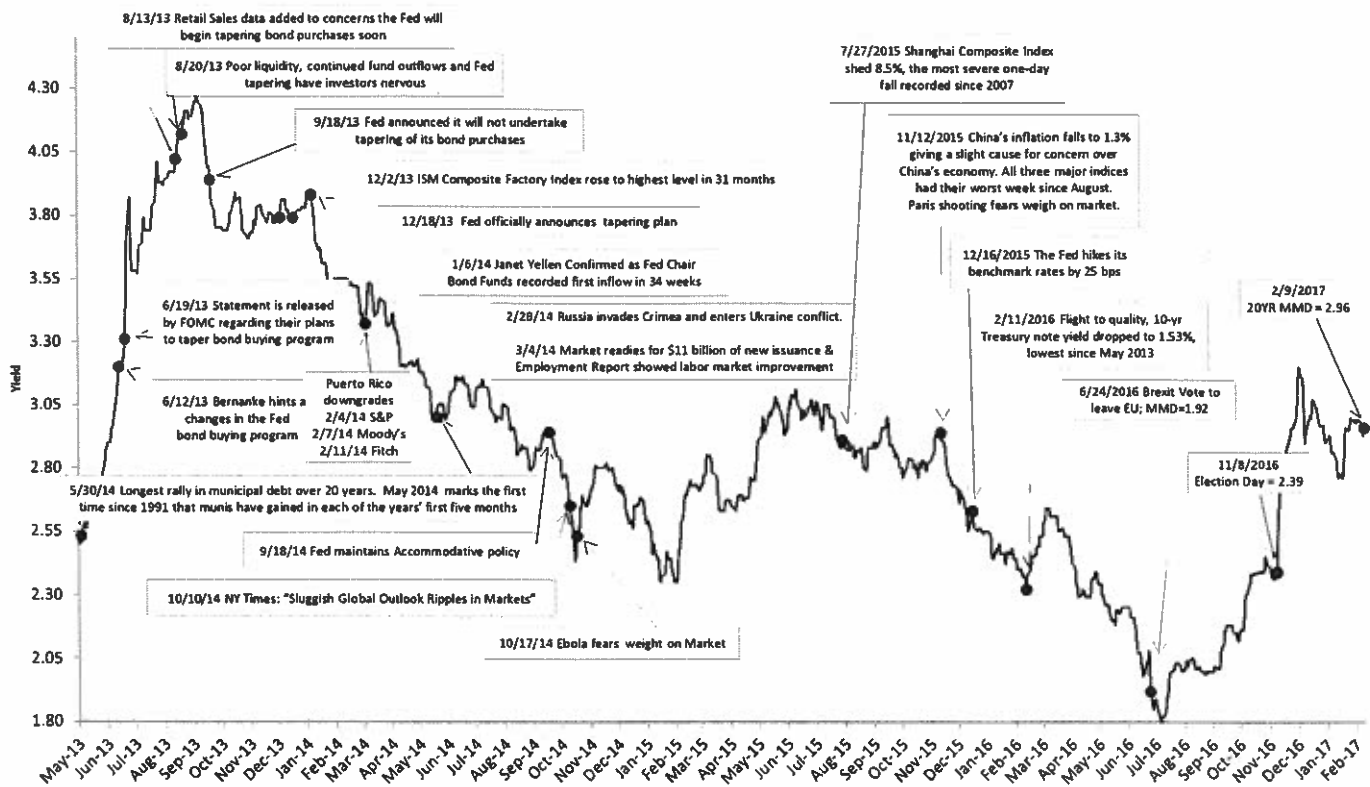
A huge amount of data is on tap next week, from producer and consumer inflation (PPI and CPI) to retail sales and housing starts. These will give us an idea of where we are, but the markets will continue to focus primarily on *where we're likely to be* in the coming months as a result of Trump policy changes.

### Fed Outlook

Date of FOMC Meeting	2/1/17	3/15/17	5/3/17	6/14/17	7/26/17	9/20/17	11/1/17	12/13/17	1/31/18	3/15/18
FED Funds Forecast (Bloomberg)	0.50%	0.75%	0.75%	1.00%	1.00%	1.25%	1.25%	1.25%	1.25%	1.50%

Date	Event	Estimate	Actual
2/7	Trade Balance	-\$45.0b	-\$44.3b
2/7	Consumer Credit	\$20.000b	\$14.160b
2/8	MBA Mortgage Applications	-	2.30%
2/9	Initial Jobless Claims	249k	234k
2/9	Continuing Claims	2055k	2078k
2/9	Wholesale Trade Sales MoM	-	2.60%
2/9	Wholesale Inventories MoM	1.00%	1.00%
2/10	Import Price Index MoM	0.30%	0.40%
2/10	Import Price Index YoY	3.30%	3.70%
2/10	U. of Mich. Sentiment	97.8	95.7
2/14	PPI Final Demand MoM	0.30%	--
2/14	PPI Ex Food and Energy MoM	0.20%	--
2/14	PPI Final Demand YoY	1.50%	--
2/14	PPI Ex Food and Energy YoY	1.10%	--
2/15	CPI MoM	0.30%	--
2/15	CPI Ex Food and Energy MoM	0.20%	--
2/15	CPI YoY	2.40%	--
2/15	CPI Ex Food and Energy YoY	2.10%	--
2/15	Industrial Production MoM	0.00%	--
2/10	U. of Mich. Sentiment	97.8	--

## Change in 20-Year MMD Since May 1, 2013



Source: Thomson Reuters (TM3) MMD Interactive

## Disclosure

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This information is intended to be a summary of general market information. HilltopSecurities is not recommending an action to you as the municipal entity or obligated person. This commentary does not represent municipal advice pursuant to Section 15B of the Exchange Act. HilltopSecurities is acting for its own interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate. When not already acting as a municipal advisor, HilltopSecurities could seek to serve as an underwriter on a future transaction. The primary role of an underwriter is to purchase securities with a view to distribution in an arms-length, commercial transaction with the issuer. The underwriter has financial and other interests that differ from those of the issuer.

# Appendix A: Resumes

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## James S. Sabonis



James S. Sabonis  
Managing Director

### Areas of Focus

Specializes in public finance, economic development and public/private partnerships

### Profile

- Joined FirstSouthwest in 1992
- Has been in the securities industry since 1984
- Provides financial advisory services to approximately 50 governmental entities and over 30 of the largest Texas and National real estate development firms. Clients include: cities, counties, economic development corporations, tax increment reinvestment zones, utility districts, municipal management districts, public improvement districts, master planned community developers, urban revitalization developers, mall developers, sports facilities, and higher education institutions
- Financial Advisor that conceived and executed the 1<sup>st</sup> Texas modern assessment revenue bond transaction
- Worked with issuers and bond counsels to improve / evolve the original assessment revenue bond issuance transaction documents into best practices documents that isolate and limit risk to issuers
- Originated the concept and executed of: 1) Hybrid TIRZ and assessment revenue bond structure, 2) Hybrid 380 Grant and assessment revenue bond structure, and 3) Hybrid district contract tax and assessment revenue structure.
- Industry leader in designing and funding public / private partnerships
- Involved in many of the most significant economic development projects in Texas
- Developed and implemented many economic development monetization processes for economic development
- Financed numerous Dallas Business Journal real estate deals of the year
- Experienced in advising municipalities on actions that strengthen their financial positions and on debt structures that complement their long-range strategic plans
- Develops and implements leading edge creative and cost-effective financing structures
- Proven innovator of new financial instruments and value-added financing techniques, as evidenced by his successful origination and implementation of a variety of unique first-time financing processes, transactions, and solutions

### Education

- Bachelor of Arts in Finance and Economics, University of Texas at Dallas
- Masters of Business Administration in Corporate Finance, University of Dallas

### Current Affiliations

- Financial Analysts Federation, member

### Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7
  - Uniform Securities Agent, Series 63
  - Investment Banking Representative, Series 79

## Andre Ayala

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Andre Ayala  
Vice President

### Areas of Focus

Specializes in technical and analytical investment banking services for a variety of clients with a focus on City, County and School District public finance; economic development; and public/private partnerships

### Profile

- Joined FirstSouthwest in 2007
- Primary responsibility is to provide quantitative and analytical support to a variety of clients in North and South Texas, and for economic development and public/private partnership projects throughout the country.
- Structures and sizes bond issues, provides quantitative financial analyses, models innovative financing structures, analyzes credit and cash flow, reviews legal documentation, prepares rating agency and bond insurer presentations, obtains credit enhancement, and contributes to the general processing of financings
- Since joining FirstSouthwest, Mr. Ayala has structured over 415 transactions for a total par amount of approximately \$4.4 billion.
- Actively participates in private placement of municipal debt with banking institutions, or federal and state government agencies such as the United States Department of Agriculture and the Texas Water Development Board
- Registered in Texas, Colorado, Michigan, North Carolina and Pennsylvania.
- Mr. Ayala is fluent in Spanish and proficient in French.

### Education

- Bachelor of Arts in Economics, University of Texas at Austin
- Bachelor of Business Administration in Finance, University of Texas at Austin

### Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7
  - Municipal Advisor Representative, Series 50
  - Uniform Securities Agent, Series 63
  - Investment Banking Representative, Series 79

## Jorge Delgado

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**Jorge Delgado**  
Associate

### **Area of Focus**

Specializes in technical and analytical investment banking services for a variety of Public Finance clients.

### **Profile**

- Joined FirstSouthwest in 2013
- Responsible for providing project and analytical support for various types of client engagements
- Assist with bond sizing and structuring, spreadsheet modeling, refunding analyses, document preparation and review for debt offerings, credit analysis and continuing disclosure for cities, counties, utilities, special districts, school districts, and higher education clients.

### **Education**

- Bachelor of Business Administration in Finance, The University of Texas at San Antonio
- Master of Business Administration with a Finance concentration, The University of Texas at El Paso

### **Licenses Held**

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - Municipal Securities Representative, Series 52
  - Uniform Securities Agent, Series 63
  - General Securities Representative, Series 7



## 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  
Chairman and Chief Executive Officer

By: \_\_\_\_\_  
Name \_\_\_\_\_

By: \_\_\_\_\_  
Jim Sabonis  
Managing Director

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
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 profitability 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.

**Council Meeting Date: 04/12/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. B. Consider Directing Staff to Request Audits from Various Franchisees

**Item Summary:**

Within each of the Franchise Agreements language appears that the City may require an examination, which may include an analysis of the management practices, and/or audit of the Company's operations within the City. The cost of such examination or audit incurred in determining or otherwise establishing the Company's rates shall be borne by the Company, but to the extent found to reasonable shall be recovered through its rates. If the City shall conduct or cause such an analysis or audit more frequently than once each five (5) years the cost thereof shall be paid by the City. Since there have been several changes in the companies that hold franchises within the City, it may be time to request an analysis/audit of each.

**Financial Impact/Financial Information:**

N/A

**Comments/Recommendation**

Direction from City Council

**Attachments:**

None

**Submitted By:**

Brenton B. Lewis, City Manager

**Council Meeting Date: 04/12/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. C. Appointment of the Office of Municipal Court Judge

**Item Summary:**

The Woodcreek City Code states the City Judge shall be appointed by the City Council for a term of office running concurrently with that of the Mayor. The current Judge was not reappointed in December of 2015, therefore the appointment is necessary to continue with the cases before the Municipal Court. As the City begins to issue a greater number of code violations (excluding traffic violations) the need to have a Judge that is more local is apparent. The ability to hold court at least once a month is paramount as the case load is ever increasing. A retired local attorney has shown interest to fill this need, Mr. Frank Walker.

**Financial Impact/Financial Information:**

Budgeted Item (\$250 per month for services)

**Comments/Recommendation**

Appointment of Frank Walker and Municipal Judge

**Attachments:**

Frank Walker Resume

**Submitted By:**

Brenton B. Lewis, City Manager

## **FRANK B. WALKER**

### **RESUME**

Admitted to Texas Bar, 1969, licensed to practice in all courts in Texas, United States District Court, and 5<sup>th</sup> Circuit Court of Appeals.

Education: Texas Western College, 1962, St. Mary's School of Law, 1969.

Former General Counsel and Director of Enforcement for State Board of Dental Examiners.

Former partner in multi-state tax collection firm, representing municipalities, school districts and counties. Partner-in-charge of the El Paso office.

Began practicing law as a prosecutor in the El Paso County and District Attorney's Offices and U.S. Attorney's Office for the Western District of Texas, gaining extensive trial experience before judges and juries. Served as Chief of the Real Estate Division of the International Boundary and Water Commission, and entered private practice in 1982.

Represented licensed professionals before regulatory boards and State Office of Administrative Hearings.

Moved to Wimberley in 2007, and represented several clients in contested matters, especially Will Contests. Served as Chancellor of a private school.

#### **Achievements and Honors:**

Dean's List, St. Mary's Law School, graduated in top 5% of class.

Articles Editor, inaugural edition of St. Mary's Law Journal.

Outstanding Assistant United States Attorney, Western District of Texas.

Appeared in "This Child is Rated 'X'", NBC White Paper on Juvenile Justice.

Editor of law firm's newsmagazine, "*et cetera*".

#### **Volunteer Activities:**

Legal adviser to Saint Stephen's Episcopal School.

Libros de la Fuente, former Secretary.

Wimberley Lions Club, Parking Manager, Ambassador, Delivery coordinator.

The Barnabas Connection Board of Directors, President.

President, St. Stephen's Episcopal Church Cemetery Board.



**Council Meeting Date: 04/12/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. D. Discussion and Action on Drafting an Ordinance as it Relates to the Discharging of Firearms, Air Rifles, Etc. and Hunting in the City of Woodcreek

**Item Summary:**

There was an instance that recently occurred of a firearm being discharged in the Hillsedge Road area. Because of the concerns, staff began researching the current code and have been unable to locate any restrictions concerning the discharging of a firearm, etc. within the City. Therefore, the need is apparent to have an ordinance restricting the discharge of a firearm, etc. in the City. Also, if possible, to address the incident that occurred on Hillsedge Road, if possible the ETJ or should be addressed.

**Financial Impact/Financial Information:**

N/A

**Comments/Recommendation**

Direct the City Attorney to draft an Ordinance relating to the discharging of firearms, etc., within the City and possibly the ETJ.

**Attachments:**

Sample Ordinance

**Submitted By:**

Brenton B. Lewis, City Manager

## **Discharge of firearms, air rifles, etc., prohibited; exceptions, limited permits.**

(a)

*Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Air gun* means any device designed, made or adapted to expel a projectile through a barrel by using the energy or force generated by the release of a spring, compressed gases or air. The term "air gun" includes, but is not limited to, pellet guns, air pistols, and BB guns.

*Bow, crossbow, compound bow* means a weapon for shooting arrows, typically made of a curved piece of wood whose ends are joined by a taut string. A compound bow is a modern bow that uses a levering system, usually of cables and pulleys, to bend the limbs.

*City* means the city and encompasses the territory situated within the corporate boundaries of the city, including any and all public watercourses, rivers, streams, lakes and other state waters, and any and all banks, beds, courses, or other property comprising a part of said public watercourses, rivers, streams, lakes and other state waters.

*Firearm* means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance, or gas- or air-powered substance.

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

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, public waterway, or public utility easement.

*Shotgun* means a firearm designed, made, or adapted and intended to be fired from the shoulder and designed, made, or adapted to use the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either a number of ball shot or a single projectile for each single pull of the trigger.

(b)

*Discharge of firearm, bow, crossbow and compound bows.* Except as otherwise provided in this section, it shall be unlawful and an offense for any person to fire or shoot or cause to be fired or shot any firearm, bow, crossbow, and compound bow, rifle, shotgun, automatic rifle, revolver, pistol, or any other weapon designed for the purpose of discharging a projectile, whether such shell or cartridge is blank or live ammunition, within the corporate limits of the city. This shall include all forms of hunting of any type of animal, reptile, or bird.

(c)

*Discharge of air gun, pellet gun, bow, crossbow or compound bow, etc.* It shall be unlawful and an offense for any person to discharge a projectile from an air gun, pellet gun, bow, crossbow, compound bow or other instrument or by other means within the corporate limits of the city.

(d)

*Exceptions.* This section shall not be construed to prohibit the following:

(1)

- Any peace officer or animal control officer from discharging a firearm, bow, crossbow, and compound bow in the lawful performance of his duties.
- (2) Any citizen from discharging a firearm, bow, crossbow, and compound bow when lawfully defending persons or property.
- (3) The use by workers in the construction business of any mechanism designed to propel nails, bolts, screws, rivets or other fasteners, provided such mechanism is being used in the manner for which it was intended.
- (4) The use of blank cartridges for a military ceremony, theatrical production, or sporting event sponsored by an education institution.
- (5) The lawful, safe, and authorized use of the Gun Range located at the Recycling Center located on Highway 16 north of the city.
- (6) The discharge of firearm, bow, crossbow, and compound bows in an approved indoor firing range.
- (7) Destroying predatory animals on one's own property or with the written permission of the owner of the property.
- (8) The discharge of a projectile from a bow, crossbow or compound bow into a target designed specifically to stop the projectile and the target is placed in an area that will maintain the projectile within ten feet of the target, and the target is not placed in an area that will allow the projectile to accidentally be discharged towards a residence or inhabited area, including air guns and pellet guns.
- (9) For hunting, provided the discharge of the firearm, bow, crossbow, and compound bow complies with all of the following conditions:
- a. Shotguns only.
  - b. Can only be discharged only during legal hunting season by a person properly licensed for hunting in the state.
  - c. Can only be discharged after the landowner, the landowner's agent or a lessee of the land has registered at least four hours prior to the hunt with the chief of police. The sole purpose of such registration is to ensure that law enforcement has prior knowledge of the planned hunt. Registration shall include:
    1. Number of hunters.
    2. Hunter's full name.
    3. Hunter's state hunting license number.
  - d.

May not be discharged prior to 12:00 noon nor after sunset.

e.

Must be fired by an adult, or a minor under direct visual supervision of an adult.

f.

Must be discharged from property owned or legally occupied by the adult hunter or the adult supervisor of the minor hunter.

g.

The property on which the discharge occurs must be no less than 15 acres in size, adjacent to an unincorporated area and not within the incorporated area of the Llano River bed.

h.

Must be discharged from a location on the property at least 300 feet from adjoining city property, a public road, public right-of-way, public place, dwelling (unless the dwelling is owned or legally occupied by the person discharging the shotgun), and boundary line of the property.

i.

The shot or projectile discharged shall not exit the boundaries of the property described in subsection (d)(9)g. of this section.

(10)

Discharging from outside city limits into the city limits. Except as otherwise provided in this section, it shall be unlawful for any person to discharge or cause to be discharged any firearm, bow, crossbow, and compound bow from or on real property situated outside the corporate limits of the city such that a projectile discharged from said firearm, bow, crossbow, and compound bow enters into or upon real property situated within the corporate limits of the city.

(11)

Except as otherwise provided in this section, it shall be unlawful for any person to discharge or cause to be discharged any firearm, bow, crossbow, and compound bow from or on real property situated outside the corporate limits of the city such that a projectile discharged from said firearm, bow, crossbow, and compound bow enters into or upon real property situated within the corporate limits of the city.

(e)

*Penalty.*

(1)

Each occurrence of a violation of this section shall constitute a separate offense.

(2)

Any person violating any provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine not to exceed

**Council Meeting Date: 04/12/2017**

**AGENDA ITEM COVER SHEET**

**Subject/Title:**

9. E. Discussion and Action on Drafting an Ordinance as it Relates to Solicitation/Peddlers

**Item Summary:**

There has been an increase of solicitation/peddlers within the City. Therefore, there have been concerns voiced by some of the elected body and the citizens in general. Cities have established guidelines and a process to control solicitation/peddlers, but in no way can it be prevented. In most cases a City can establish a licensing process that should be issued before the solicitor can go door to door. This process can include background checks and a fee for the license being issued for a defined amount of time. The enforcement of the ordinance places a great amount of responsibility on the residents, since they are the ones that need to report any peddlers to the proper authority.

**Financial Impact/Financial Information:**

N/A

**Comments/Recommendation**

Consider directing the City Attorney to draft an Ordinance relating to Solicitation/Peddlers within the City.

**Attachments:**

Sample Ordinance and Application

**Submitted By:**

Brenton B. Lewis, City Manager

CITY OF WEST LAKE HILLS  
CHAPTER 58 OF CITY CODE OF ORDINANCES

SOLICITATION PERMIT

The applicant having read, understood and complied with the requirements as provided for in Chapter 58 of the City Code of Ordinances, a Solicitation Permit is hereby granted to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

For the following designated solicitation:

\_\_\_\_\_ Commercial (Peddlers and Itinerant Merchants)

\_\_\_\_\_ Charitable

\_\_\_\_\_ Educational

\_\_\_\_\_ Political Advocacy

\_\_\_\_\_ Patriotic

\_\_\_\_\_ Philanthropic

\_\_\_\_\_ Religious

\_\_\_\_\_ All of the above

See attached list for address of residences who object to solicitation.

This permit is valid until: \_\_\_\_\_

Effective date: \_\_\_\_\_ Approved by: \_\_\_\_\_

City Administrator

CITY OF WEST LAKE HILLS

CHAPTER 58

APPLICATION FOR SOLICITATION PERMIT

1. Name and address of applicant; if an association, company or corporation, then state its name along with the names of the persons who will be soliciting in the City:

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Association, Company or Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Names of persons who will be soliciting in the City: (use attachments as needed):

\_\_\_\_\_

\_\_\_\_\_

Type of Solicitation Permit Applied For (check one or more)

\_\_\_\_\_ Commercial (Peddlers & Itinerant Merchants)

\_\_\_\_\_ Educational

\_\_\_\_\_ Patriotic

\_\_\_\_\_ Religious

\_\_\_\_\_ Charitable

\_\_\_\_\_ Political Advocacy

\_\_\_\_\_ Philanthropic

2. Name and address of the employer or firm which applicant represents:

Name of Employer or Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

3. If a corporation, or if employed by a corporation, the date and place of incorporation:

Date of Incorporation \_\_\_\_\_ Place of Incorporation \_\_\_\_\_

4. Names of other communities worked as a solicitor or canvasser in the past twelve (12) months; and if employed by a different company in other communities, the name of those companies.

Names of other communities worked: \_\_\_\_\_

\_\_\_\_\_

If employed by a different company, name those companies: \_\_\_\_\_

5. What is the nature of merchandise to be sold or offered for sale or the nature of the services to be furnished?

\_\_\_\_\_

\_\_\_\_\_

6. Indicate whether applicant upon any such order so obtained will demand, accept or receive payment or deposit of money in advance of final delivery:

\_\_\_\_\_

7. Period of time applicant wishes to solicit, sell or take orders in the City:

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

8. Outline the methods to be used in conducting the solicitations: (use attachments as needed):

\_\_\_\_\_

\_\_\_\_\_

9. Give a physical description of the applicant or any agents of the applicant, which includes race, sex, height, weight, hair and eye color, date of birth, driver's license number and the name of the state issuing the driver's license. (If more than fifteen (15) agents, a master permit to solicit may be applied for).

Applicant: Race: \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Driver's License Number \_\_\_\_\_  
Issuing State \_\_\_\_\_

(use attachments as needed)

10. Description of any vehicle to be used by the applicant or its agents:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_  
License Plate Number \_\_\_\_\_ State of Issuance \_\_\_\_\_

(use attachments as needed)

11. An itinerary to be used by the applicant or its agents, including a street map highlighted to show actual routes to be used by such applicant and its agents in any solicitations within the corporate limits of the City. (use attachments as needed)

12. Copy of current general liability, property damage and medical coverage insurance policy issued by an insurance company authorized to do insurance business in the State of Texas.

\_\_\_\_\_



13. Written proof of applicant's authority to represent the company or individual that he represents: \_\_\_\_\_

14. Where any individual, association, company or corporation will be represented by more than fifteen (15) individuals serving as solicitors, said individual, association, company or corporation may apply for a master permit to solicit, in lieu of each individual obtaining a permit to solicit. The application for this master permit will include all the information requested above, except paragraph numbers 4 and 9. The applicant will maintain at all times a list containing the names and addresses of individuals soliciting under the master permit. This list will be made available to the City Administrator or his designee upon request during regular business hours. The fee required for this permit is not the same as for an individual: **Request individual or master permit. (Circle One)**

15. The application fee for an individual permit shall be twenty-five dollars (\$25.00). The application fee for a master permit shall be fifty dollars (\$50.00). No permit shall be issued until such fee has been paid by the applicant.

Fee paid: \_\_\_\_\_.

16. The permit applied for shall be issued by the City Administrator when the application is approved and insurance and any required bond is filed, unless it is determined that the applicant has provided false information on his application.

17. Where the applicant for a permit to peddle in the City shows that the applicant will not demand, receive or accept payment and/or deposit of money in advance of final delivery of such goods, wares, merchandise, or articles to be sold and/or solicited by such applicant, the City Administrator shall issue such permit to solicit, sell, and take orders for such goods, wares, merchandise and/or articles set out in such applicant's application upon the payment of the fees required.

Fee paid: \_\_\_\_\_.

18. The permit requested shall be issued for the length of time requested, not to exceed six (6) months. Upon expiration of one permit, the solicitor may apply for a new permit in the manner prescribed by the ordinance.

19. The applicant shall provide a copy of general liability insurance policy for insuring against public liability, property damage and medical coverage in the respective minimum amounts of one hundred thousand dollars (\$100,000.00), three hundred thousand dollars (\$300,000.00) and five hundred thousand dollars (\$500,000.00).

Attached: \_\_\_\_\_.

20. Should an applicant have a permit revoked by the City Administrator, he may appeal that action to the City Council by submitting a letter to the City Administrator's office within ten (10) days of the action complained of. A hearing on the denial will then be scheduled for the next regular meeting of the Council, or a special meeting of the Council to be held within fifteen (15) days of the appeal. The council will render a decision on the appeal within ten (10) days of said hearing. The City Council may grant waivers to the provisions of this ordinance upon a showing of good cause.

Appeal requested: \_\_\_\_\_ Date: \_\_\_\_\_

I have received a copy of Chapter 58 of the City Code of Ordinances. I have read, understand and complied with all requirements of said City Ordinance:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## Chapter 58 PEDDLERS AND SOLICITORS\*

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\***Cross references:** Advertising, ch. 6; health and sanitation, ch. 46; streets, sidewalks and other public places, ch. 70; taxation, ch. 78; traffic and vehicles, ch. 82; zoning, ch. 94.

**State law references:** Home solicitation transactions, Vernon's Ann. Civ. St. art. 5069-13.01 et seq.; criminal trespass, V.T.C.A., Penal Code § 30.05; persons regarded as retailers under sales tax law, V.T.C.A., Tax Code § 151.024.

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### Article I. In General

Secs. 58-1--58-30. Reserved.

### Article II. Solicitation; Peddling

#### Division 1. Generally

- Sec. 58-31. Definitions.
- Sec. 58-32. Application.
- Sec. 58-33. Hours and places of solicitations.
- Sec. 58-34. Prohibited conduct.
- Sec. 58-35. Nontransferable permit.
- Sec. 58-36. Revocation of permit or registration.
- Sec. 58-37. Residents' objection to solicitation.
- Sec. 58-38. Penalties.
- Secs. 58-39--58-55. Reserved.

#### Division 2. Commercial Solicitations by Peddlers and Itinerant Merchants

- Sec. 58-56. Permit required.
- Sec. 58-57. Application for permit.
- Sec. 58-58. Exemptions from permit.
- Sec. 58-59. Issuance of permits; bonds and insurance coverage required.
- Sec. 58-60. Certificate.
- Sec. 58-61. Appeal from revocation.
- Secs. 58-62--58-80. Reserved.

#### Division 3. Charitable Solicitations

- Sec. 58-81. Permit required; exceptions.
- Sec. 58-82. Exceptions.
- Sec. 58-83. Registration.
- Sec. 58-84. Appeal from revocation.
- Sec. 58-85. Reports to be filed.
- Sec. 58-86. Agents and solicitors for permit holders.
- Sec. 58-87. Responsibility for acts of solicitors.
- Secs. 58-88--58-105. Reserved.

#### Division 4. Political Advocacy Solicitations

- Sec. 58-106. Permit required; exceptions.
- Sec. 58-107. Exceptions.
- Sec. 58-108. Registration.
- Sec. 58-109. Review and approval by the city administrator.
- Sec. 58-110. Duration.
- Sec. 58-111. Appeal from revocation.
- Sec. 58-112. Reports to be filed.
- Sec. 58-113. Agents and solicitors for registrants.
- Sec. 58-114. Responsibility for acts of solicitors.
- Secs. 58-115--58-130. Reserved.

#### Division 5. Mobile Food Peddlers

- Sec. 58-131. Definitions.
- Sec. 58-132. Health certificate.
- Sec. 58-133. Noncomplying operation declared a nuisance; jurisdiction; enforcing remedies.
- Sec. 58-134. Application and filing fee.
- Sec. 58-135. Inspection.

- Sec. 58-136. Duration.
- Sec. 58-137. Posted in vehicle.
- Sec. 58-138. Access to areas and records of purchase.
- Sec. 58-139. Notice of violation.
- Sec. 58-140. Suspension; reinstatement.
- Sec. 58-141. Storing, processing and keeping food and drink.
- Sec. 58-142. Construction and equipment of vehicles.
- Sec. 58-143. Unwrapped foods.
- Sec. 58-144. Drinks; original containers.
- Sec. 58-145. Packages labeled.
- Sec. 58-146. Sandwiches and salads.
- Sec. 58-147. Perishables.
- Sec. 58-148. Food examination; power to condemn and destroy.

## ARTICLE I. IN GENERAL

Secs. 58-1–58-30. Reserved.

## ARTICLE II. SOLICITATION; PEDDLING

### DIVISION 1. GENERALLY

#### Sec. 58-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Resident* means an owner or occupant of a residence within the city.

(Ord. No. 49-B, art. I, § 6, 9-22-93)

Cross references: Definitions generally, § 1-2.

#### Sec. 58-32. Application.

The regulations contained in this division shall apply to all solicitors, peddlers, and other persons conducting solicitations and whose activities are governed under division 2, 3, 4 or 5 of this article.

(Ord. No. 49-B, art. I, § 5, 9-22-93)

#### Sec. 58-33. Hours and places of solicitations.

- (a) All solicitations to private residences shall occur between the hours of 9:00 a.m. and 10:00 p.m. This section does not apply where the solicitor is on the property by express, prior invitation of the person residing on the premises.
- (b) Solicitations on public property are permissible except as follows:
  - (1) Solicitors may not solicit in public streets or rights-of-way or from medians in the streets, or in any way block, obstruct or unduly hinder passage on public streets

or public sidewalks or passageways.

- (2) Solicitors may not block, obstruct or unduly hinder passage on public sidewalks or passageways.

(Ord. No. 49-B, art. I, § 1, 9-22-93)

**Sec. 58-34. Prohibited conduct.**

A person engaged in solicitation shall not:

- (1) Make physical contact with the person being solicited unless that person's permission is obtained;
- (2) Misrepresent the purpose of the solicitation;
- (3) Misrepresent the affiliation of those engaged in the solicitation;
- (4) Continue efforts to solicit from an individual once that individual informs the solicitor that he does not wish to give anything to or to buy anything from that solicitor; or
- (5) Represent the issuance of any permit or registration under this article as an endorsement or recommendation of this solicitation.

(Ord. No. 49-B, art. I, § 2, 9-22-93)

**State law references:** Deceptive business practices, V.T.C.A., Penal Code § 32.42.

**Sec. 58-35. Nontransferable permit.**

Any permit issued under this article shall be personal or specific to the applicant and shall not be assigned or transferred to any other person. Any attempted assignment or transfer shall render the permit void.

(Ord. No. 49-B, art. I, § 3, 9-22-93)

**Sec. 58-36. Revocation of permit or registration.**

- (a) Where, after issuance of a solicitation permit, it is determined that the applicant has knowingly given false or misleading information on his application, any solicitation permit or registration issued upon his application shall be revoked.
- (b) Where a solicitor holding some permit or registration is convicted of theft or fraud or a violation of any state penal law in connection with the solicitation for which the permit or registration was issued, that solicitor's permit or registration to solicit shall be revoked.
- (c) Where a solicitor holding some permit or registration under this article violates any provision of this article, that solicitor's permit or registration to solicit shall be revoked.

(Ord. No. 49-B, art. I, § 4, 9-22-93)

**State law references:** Eligibility of persons with criminal backgrounds for certain occupations, professions and licenses, Vernon's Ann. Civ. St. arts. 6252-13c, 6252-13d.

**Sec. 58-37. Residents' objection to solicitation.**

- (a) Owners or occupants of residences within the city may register an objection to any or all solicitations governed by the provisions of divisions 2, 3, 4 or 5 of this article. Such an objection shall be made on forms provided by the city administrator, which shall specify which form of solicitations they desire not be made in or about their residence. The city administrator shall cause to be made a list of such residents' objections indicating the name and address of the resident, and the particular method or form of solicitation to which they object. Such objections shall be valid for a one-year period, and must be renewed each year to constitute a valid objection under this article.
- (b) The city administrator shall furnish such a residents' objection list to every person or organization that is granted a permit or registration under division 2, 3, 4 or 5 of this article.
- (c) No person or organization who has received such a resident solicitation objection list shall conduct a solicitation at a residence if such list indicates that the owner or occupant of such residence objects to that particular form of solicitation.
- (d) No person shall canvass or solicit in person at a residence if the owner or occupant of such residence has posted a sign no larger than two square feet at the entrance of the driveway leading to the property, or conspicuously affixed on or near the front door of such property, a sign which reads "No Solicitors or Canvassers Allowed."

(Ord. No. 49-B, art. I, § 6, 9-22-93)

**Sec. 58-38. Penalties.**

Any person violating any provision of this article shall be deemed guilty of a misdemeanor, and upon the conviction of any such violation, such person shall be punishable by a fine of more than \$500.00.

(Ord. No. 49-B, art. VI, § 2, 9-22-93)

Secs. 58-39--58-55. Reserved.

**DIVISION 2. COMMERCIAL SOLICITATIONS BY PEDDLERS AND ITINERANT MERCHANTS**

**Sec. 58-56. Permit required.**

- (a) No persons shall canvass or solicit in person or call from house to house in the city to sell or attempt to sell goods, merchandise, wares, services or any thing of value or to take or attempt to take orders for the future delivery of goods, merchandise, wares or anything of value, or take or attempt to take orders for services to be furnished or performed in the future, without first having a written permit therefor.
- (b) The provisions of Section 58-57 shall also apply as applicable where the solicitation is for a charitable, educational, political, patriotic, or philanthropic purpose.

- (c) The provisions of Section 58-57 shall not apply to individuals or organizations making solicitations for religious organizations. The provisions of Section 58-37(d) shall apply to individuals or organizations making solicitations for religious organizations.

(Ord. No. 49-B, art. II, § 1, 9-22-93; Amd. No. 62, §§ 1, 2, 3-12-03)

**Sec. 58-57. Application for permit.**

- (a) Any person desiring to canvass or solicit within the city shall file a written application for a permit to do so with the city administrator, which application shall show:
- (1) The name and address of the applicant; if the applicant is an association, company or corporation, then it shall state its name along with the names of the persons who will be soliciting in the city;
  - (2) The name and address of the employer or firm which such applicant represents;
  - (3) If the applicant is a corporation, or if the individual is employed by a corporation, the date and place of incorporation;
  - (4) The names of other communities in which the applicant has worked as a solicitor or canvasser in the past 12 months; and if he was employed by a different company in the other communities, the name of those companies shall also be stated;
  - (5) The nature of merchandise to be sold or offered for sale or the nature of the services to be furnished;
  - (6) Whether such applicant upon any such order so obtained will demand, accept or receive payment of deposit of money in advance of final delivery;
  - (7) The period of time such applicant so wishes to solicit, sell or take orders in the city;
  - (8) An outline of the methods to be used in conducting the solicitations;
  - (9) A physical description of the applicant or any agents of the applicant, which includes race, sex, height, weight, hair and eye color, date of birth, driver's license number and the name of the state issuing the driver's license;
  - (10) A description of any vehicle to be used by the applicant or its agents; and
  - (11) An itinerary to be used by the applicant or its agents, including a street map highlighted to show actual routes to be used by such applicant and its agents in any solicitations within the corporate limits of the city.

Such applicant shall provide a copy of a current general liability, property damage and medical coverage insurance policy issued by an insurance company authorized to do insurance business in the state.

- (b) Such applicant shall also show satisfactory proof of his authority to represent the company or individual such applicant states that he represents and such proof shall be in writing.
- (c) Where any individual, association, company or corporation will be represented by more

than 15 individuals serving as solicitors, such individual, association, company or corporation may apply for a master permit to solicit, in lieu of each individual obtaining a permit to solicit. The application for this master permit will include all the information requested in subsection (a) of this section, except subsections (a)(4) and (a)(9). The applicant will maintain at all times a list containing the names and addresses of individuals soliciting under the master permit. This list will be made available to the city administrator or his designee upon request during regular business hours.

- (d) The application fee for an individual permit shall be \$25.00. The application fee for a master permit shall be \$50.00. No permit shall be issued until such fee has been paid by the applicant.
- (e) A permit applied for under this section shall be issued by the city administrator when the application is approved and any required bond is filed, unless it is determined that the applicant has provided false information on his application.
- (f) A permit requested under this section shall be issued for the length of time requested, not to exceed six months. Upon expiration of one permit, the solicitor may apply for a new permit in the manner prescribed by this section.

(Ord. No. 49-B, art. II, § 2, 9-22-93)

#### **Sec. 58-58. Exemptions from permit.**

The permit required by this division or the issuance of a permit under the provisions of this division shall not be required of the following:

- (1) Ordinary commercial travelers who sell or exhibit for sale goods, wares or merchandise to persons engaged in the business of buying, selling and dealing in the same within the city.
- (2) Persons soliciting on the property by express prior invitation of the person residing on such premises.
- (3) Persons operating under occupational licenses granted by a state agency.
- (4) Individuals or organizations making solicitations for religious organizations.

(Ord. No. 49-B, art. II, § 3, 9-22-93; Amd. No. 62, § 3, 3-12-03)

#### **Sec. 58-59. Issuance of permits; bonds and insurance coverage required.**

- (a) Where the application for a permit to peddle in the city shows that the applicant will not demand, receive or accept payment and/or deposit of money in advance of final delivery of such goods, wares, merchandise or articles to be sold and/or solicited by such applicant, it shall be the duty of the city administrator to issue to such applicant a permit to solicit, sell, and take orders for such goods, wares, merchandise and/or articles set out in such applicant's application upon the payment of the fees required by section 58-57(d).
- (b) If the application for such permit shows that such applicant shall receive, demand or accept payment and/or deposit of money in advance of final delivery of goods, wares, merchandise, services or anything of value sold, then such application shall be



accompanied by a bond in the penal sum of \$1,000.00 for an individual permit or \$5,000.00 for a master permit executed by such applicant as principal and a surety company licensed to do business as such in the state. Such bond is to be conditioned upon making final delivery value in accordance with the terms of such order and/or benefit of all persons who may pay in advance or make any advance deposit on the purchase of such orders, and such bond shall so stipulate in its terms.

- (c) Provide a copy of general liability insurance policy for insuring against public liability, property damage and medical coverage in the respective minimum amounts of \$100,000.00, \$300,000.00 and \$500,000.00.

(Ord. No. 49-B, art. II, § 4, 9-22-93)

#### **Sec. 58-60. Certificate.**

Along with every individual permit issued under the provisions of this division, the permittee shall be issued a permit certificate which shall contain the following information: Name of permittee, permit number, date of expiration of permit and the signature of the city administrator. It shall be unlawful for the permittee to engage in his business without having such certificate in his possession; and it shall further be unlawful for such permittee to fail or refuse to show or display such certificate upon the request of any person demanding the same.

(Ord. No. 49-B, art. II, § 5, 9-22-93)

#### **Sec. 58-61. Appeal from revocation.**

Should an applicant have a permit revoked by the city administrator, he may appeal that action to the city council by submitting a letter to the city administrator's office within ten days of the action complained of. A hearing on the denial will then be scheduled for the next regular meeting of the council, or a special meeting of the council, to be held within 15 days of the appeal. The council will render a decision on the appeal within ten days of such hearing. The city council may grant waivers to the provisions of this division upon a showing of good cause.

(Ord. No. 49-B, art. II, § 6, 9-22-93)

Secs. 58-62--58-80. Reserved.

### **DIVISION 3. CHARITABLE SOLICITATIONS**

#### **Sec. 58-81. Permit required; exceptions.**

As used in this division, the term "charitable solicitations campaign" shall mean any course of conduct whereby any person shall solicit property or financial assistance of any kind or sell or offer to sell any article, tag, service, emblem, publication, ticket, advertisement, subscription or anything of value on the plea or representation that such sale or solicitation or the proceeds therefrom are for a charitable, educational, political, patriotic or philanthropic purpose. It shall be unlawful to conduct any charitable solicitations campaign on the streets, in any office building or any other public or private place, by house-to-house canvass, or by telephone in the city unless the person conducting the same and responsible therefor shall first have obtained a permit with the city in compliance with the terms of this division.

(Ord. No. 49-B, art. III, § 1, 9-22-93)

**Sec. 58-82. Exceptions.**

The provisions of this division shall not apply to any:

- (1) Organization which solicits funds solely from its own members or from its own assemblies, not using public streets or public places for such purposes;
- (2) Public school which controls the solicitations of funds by parent-teacher association organizations and the solicitations of funds by other activity groups which may be sponsored by the public school or by an association or club whose primary purpose is to sponsor certain student and parent activities for the benefit of such association, club or activity;
- (3) Solicitation for the benefit of an individual or family that has suffered a personal tragedy resulting from personal injury, illness or the loss of housing; and
- (4) Solicitations campaign conducted through the use of television or radio as to those activities directly related to the use of television or radio.

(Ord. No. 49-B, art. III, § 1, 9-22-93)

**Sec. 58-83. Registration.**

- (a) A person desiring to conduct a charitable solicitations campaign on the streets or in any public place or by house-to-house canvass in the city shall file an application provided by the office of the city administrator with the city secretary's office. Such registration statement shall be sworn to by the applicant and shall contain at least the following information:
  - (1) The full name of the organization applying for a permit to solicit and the address of the headquarters in the city; if the organization is a chapter or other affiliate of an organization having its principal office outside the city, the name and address of the parent organization;
  - (2) The names and addresses of all officers and directors or trustees of the organization and the name and city of residence of all officers, directors or trustees of the parent organization, if any;
  - (3) The purpose or purposes for which the gross receipts derived from such solicitations or other activities are to be used;
  - (4) The name of the person by whom the receipts or such solicitation shall be disbursed; if the receipts are transmitted to a parent organization for further disbursement, detailed information on the methods of handling and disbursement of all funds and a detailed and complete financial statement of the parent organization for the last preceding fiscal year;
  - (5) The name and address of the person who will be in charge of conducting the charitable solicitations campaign;
  - (6) An outline of the method or methods to be used in conducting the charitable

solicitations campaign;

- (7) The period within which such charitable solicitations campaign shall be conducted, including the proposed dates for the beginning and ending of such campaign;
  - (8) The total amount of funds proposed to be raised;
  - (9) The amount of all salaries, wages, fees, commissions, expenses and costs to be expended or paid to anyone in connection with such campaign, together with the manner in which such wages, fees, commissions, expenses and costs are to be expended, and the maximum percentage of funds collected which are to be used to pay such expenses of solicitation and collection;
  - (10) A detailed and complete statement of the funds (if any) collected by the applicant during the preceding year from solicitations which were the same or substantially the same as those for which the applicant is seeking a permit, such statement to show the gross amount collected, all costs of collection or solicitation and the final distribution thereof;
  - (11) A full statement of the character and extent of the charitable, educational, political, patriotic or philanthropic work done by the applicant within the city during the last preceding year; and
  - (12) If the applicant is a charitable corporation or other organization, proof of its current status as an organization to which contributions are tax deductible for federal income tax purposes.
- (b) A fee of \$25.00 must be submitted with each application, unless the applicant can prove indigence or inability to pay, in which case arrangements may be made to pay the requisite fee in installments.
- (c) The city administrator shall review the application and when he is satisfied that such application is complete, he shall issue a permit to an applicant unless he determines that:
- (1) One or more of the statements made in the registration statements are not true;
  - (2) The applicant or person in charge of the charitable solicitations campaign has made, or caused to be made false statements or misrepresentations to any member of the public with regard to the charitable solicitations campaign or other activities described in the permit, or has made or caused to be made false statements or misrepresentations in the registration statement, or has in any way publicly represented that the registration granted hereunder is an endorsement or recommendation of the cause for which the charitable solicitations campaign is being conducted, or has otherwise violated any of the terms of registration or this division;
  - (3) The applicant's fund-raising expense in any charitable solicitations campaign conducted by it, during any of the three years immediately preceding the date of registration, exceeded 25 percent of the gross amount collected, and the expected fund-raising expense of applicant in the campaign for which application is made will exceed 25 percent of the gross amount collected, based upon data concerning prior campaign of applicant and such other data as may be adduced.

If such fund raising expenses exceed 25 percent, the applicant shall furnish additional information to justify the need to exceed such expense level; or

- (4) Under a prior registration obtained from the city, the applicant failed to submit the required reports at the end of the solicitations campaign, or upon investigation of the applicant's financial records, the financial report submitted was found to be false.

(Ord. No. 49-B, art. III, § 2, 9-22-93)

#### **Sec. 58-84. Appeal from revocation.**

Should an applicant have a permit revoked, he may appeal that action to the city council by submitting a letter to the city administrator's office within ten days of the action complained of. A hearing on the revocation will then be scheduled for the next regular meeting of the council, or a special meeting of the council, to be held within 15 days of the appeal. The council will render a decision on the appeal within ten days of the hearing.

(Ord. No. 49-B, art. III, § 3, 9-22-93)

#### **Sec. 58-85. Reports to be filed.**

All persons or organizations issued a permit under this division shall furnish to the city administrator, within 30 days after the charitable solicitations campaign has been completed, a detailed report and financial statement showing the amount of funds raised by the charitable solicitations campaign, the amount expended in collecting such funds, including a detailed report of the wages, fees, commissions and expenses paid to any person in connection with such solicitation, and the disposition of the balance of the funds collected by the campaign; provided, however, that the city administrator may extend the time of filing of the report required by this section for an additional period of 30 days upon proof that the filing of the report within the time specified will work unnecessary hardship on the permit holder. The permit holder shall make available to the city administrator, or to any person designated in writing by the city administrator as his representative for such purpose, all books, records and papers whereby the accuracy of the report required by this section may be investigated.

(Ord. No. 49-B, art. III, § 4, 9-22-93)

#### **Sec. 58-86. Agents and solicitors for permit holders.**

- (a) All permittees shall furnish proper credentials to their agents and solicitors for such charitable solicitations campaign. Such credentials shall include the name of the registrant, the date, a statement describing the permittee's charitable, educational, political, patriotic or philanthropic activity; a description of the purpose of the solicitation; the signature of the registrant or of the registrant's chief executive officer, and the name, address, age, sex and signature of the solicitor to whom such credentials are issued and the specific period of time during which the solicitor is authorized to solicit on behalf of the permittee. No person shall solicit under any permit granted under this division without the credentials required by this section and a facsimile copy of the permit in his possession. The credentials and facsimile copy of the permit shall be shown, upon request, to all persons solicited and to any police officer of the city.

- (b) No agent or solicitor shall conduct or participate in any charitable solicitations campaign except under a valid permit issued in compliance with this division.

(Ord. No. 49-B, art. III, § 5, 9-22-93)

**Sec. 58-87. Responsibility for acts of solicitors.**

The registrant for a charitable solicitations campaign shall be responsible for the acts of his authorized representatives in connection with such campaign.

(Ord. No. 49-B, art. III, § 6, 9-22-93)

Secs. 58-88–58-105. Reserved.

**DIVISION 4. POLITICAL ADVOCACY SOLICITATIONS**

**Sec. 58-106. Permit required; exceptions.**

As used in this division, the term "political advocacy solicitations" shall mean any course of conduct whereby any person shall solicit property or financial assistance of any kind or sell or offer to sell any organization membership in anything of value and/or to promote the communication of information, to effect the dissemination and propagation of views and ideas and the advocacy of causes, including but not limited to solicitation of money, services or assistance to promote any political candidate or political party. It shall be unlawful to conduct any political advocacy solicitations on the streets, in any office building or any other public or private place, by house-to-house canvass in the city unless the person conducting same and responsible therefor shall first have registered with the city in compliance with the terms of this division.

(Ord. No. 49-B, art. IV, § 1, 9-22-93)

**Sec. 58-107. Exceptions.**

The provisions of this division shall not apply to any:

- (1) Organization which solicits funds solely from its own members or from its own assemblies, not using public streets or public places for such purposes;
- (2) Public school which controls the solicitations of funds by parent-teacher association organizations and the solicitations of funds by other activity groups which may be sponsored by the public school or by an association or club whose primary purpose is to sponsor certain student and parent activities for the benefit of such association, club or activity;
- (3) Solicitation for the benefit of an individual or family that has suffered a personal tragedy resulting from personal injury, illness or the loss of housing; and
- (4) Solicitations campaign conducted through the use of television or radio as to those activities directly related to the use of television or radio.

(Ord. No. 49-B, art. IV, § 1, 9-22-93)

**Sec. 58-108. Registration.**

- (a) A person or organization desiring to conduct a political advocacy solicitation on the streets or in any public place or by house-to-house canvass in the city shall file an application provided by the office of the city administrator with the city secretary's office. Such registration statement shall be sworn to by the applicant and shall contain at least the following information:
- (1) The full name of the organization applying for a permit to solicit and the address of the headquarters in the city; if the organization is a chapter or other affiliate of an organization having its principal office outside the city, the name and address of the parent organization;
  - (2) The names and addresses of all officers and directors or trustees of the organization and the name and city of residence of all officers, directors or trustees of the parent organization, if any;
  - (3) The purpose or purposes for which the gross receipts derived from such solicitations or other activities are to be used;
  - (4) The name of the person by whom the receipts or such solicitation shall be disbursed; if the receipts are transmitted to a parent organization for further disbursement, detailed information on the methods of handling and disbursement of all funds and a detailed and complete financial statement of the parent organization for the last preceding fiscal year;
  - (5) The name and address of the person who will be in charge of conducting the political advocacy solicitations;
  - (6) An outline of the method or methods to be used in conducting the political advocacy solicitations;
  - (7) The period within which such political advocacy solicitations shall be conducted, including the proposed dates for the beginning and ending of such solicitation;
  - (8) The total amount of funds proposed to be raised;
  - (9) If the applicant is a tax exempt charitable corporation or otherwise a tax exempt organization, proof of its current tax exempt status;
  - (10) A physical description of the applicant or any agents of the applicant, which includes race, sex, height, weight, hair and eye color, date of birth, driver's license number and the name of the state issuing the driver's license;
  - (11) A description of any vehicle to be used by the applicant or its agents; and
  - (12) An itinerary to be used by the applicant or its agents, including a street map highlighted to show actual routes to be used by such applicant and its agents in any solicitations within the corporate limits of the city.
- (b) Such applicant shall also show satisfactory proof of his authority to represent the company or individual such applicant states that he represents and such proof shall be in writing.

- (c) Where any individual, association, company or corporation will be represented by more than 15 individuals serving as solicitors, such individual, association, company or corporation may apply for a master registration to solicit, in lieu of each individual obtaining a permit to solicit. The application for this master registration will include all the information requested in subsection (a) of this section, except subsections (a)(4) and (a)(9). The applicant will maintain at all times a list containing the names and addresses of individuals soliciting under the master registration. This list will be made available to the city administrator or his designee upon request during regular business hours.
- (d) Upon receiving a complete application, the city administrator shall issue the appropriate permit.

(Ord. No. 49-B, art. IV, § 2, 9-22-93)

**Sec. 58-109. Review and approval by the city administrator.**

The city administrator shall register an applicant unless it determines that:

- (1) One or more of the statements made in the registration application are not true;
- (2) The applicant or person in charge of the political advocacy solicitations has made or caused to be made false statements or misrepresentations to any member of the public with regard to the political advocacy solicitations or other activities described in the registration, or has made or caused to be made false statements or misrepresentations in the registrations application, or has in any way publicly represented that the registration granted hereunder is an endorsement or recommendation of the cause for which the political advocacy solicitations is being conducted or has otherwise violated any of the terms of registration or this division; or
- (3) Under a prior registration obtained from the city, the applicant failed to submit the required reports at the end of the solicitations.

The applicant shall pay the same fees as prescribed in section 58-57(d).

(Ord. No. 49-B, art. IV, § 3, 9-22-93)

**Sec. 58-110. Duration.**

A registration issued under this division shall be for a six-month period. At the end of that time, the applicant may apply for an extension of the registration on a form supplied to him by the city administrator's office. This form may require the submission of the same information that was required in the original application, or only portions of that information.

(Ord. No. 49-B, art. IV, § 4, 9-22-93)

**Sec. 58-111. Appeal from revocation.**

Should an applicant have a registration revoked, he may appeal that action to the city council by submitting a letter to the city administrator's office within ten days of the action complained of. A hearing on the revocation will then be scheduled for the next regular meeting of the council, or a special meeting of the council, to be held within 15 days of the appeal. The

council will render a decision on the appeal within ten days of the hearing. The council may grant waivers of the provisions of this division upon a showing of good cause.

(Ord. No. 49-B, art. IV, § 5, 9-22-93)

**Sec. 58-112. Reports to be filed.**

All persons or organizations issued a registration under this division shall furnish to the city administrator, within 30 days after the political advocacy solicitation has been completed, a detailed report and financial statement showing the amount of funds raised by the political advocacy solicitations, the amount expended in collecting such funds; provided, however, that the city administrator may extend the time of filing of the report required by this section for an additional period of 30 days upon proof that the filing of the report within the time specified will work unnecessary hardship on the registered organization. The registrant shall make available to the city administrator, or to any person designated in writing by the city administrator as his representative for such purpose, all books, records and papers whereby the accuracy of the report required by this section may be investigated.

(Ord. No. 49-B, art. IV, § 6, 9-22-93)

**Sec. 58-113. Agents and solicitors for registrants.**

- (a) All permittees under this division shall furnish proper credentials to their agents and solicitors for such political advocacy solicitations. Such credentials shall include the name of the registrant, the date, a statement describing the registrant's political advocacy solicitations, a description of the purpose of the solicitation, the signature of the registrant or of the registrant's chief executive officer, and the name, address, age, sex and signature of the solicitor to whom such credentials are issued and the specific period of time during which the solicitor is authorized to solicit on behalf of the permittee. No person shall solicit under any permit granted under this division without the credentials required by this section and a facsimile copy of the permit in his possession. The credentials and facsimile copy of the registration shall be shown, upon request, to all persons solicited and to any police officer of the city.
- (b) No agent or solicitor shall conduct or participate in any political advocacy solicitations except under a valid permit issued in compliance with this division.

(Ord. No. 49-B, art. IV, § 7, 9-22-93)

**Sec. 58-114. Responsibility for acts of solicitors.**

The registrant for a political advocacy solicitations shall be responsible for the acts of his authorized representatives in connection with such solicitation.

(Ord. No. 49-B, art. IV, § 8, 9-22-93)

Secs. 58-115--58-130. Reserved.

**DIVISION 5. MOBILE FOOD PEDDLERS\***

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\*Cross references: Mobile food vendors, § 46-291 et seq.

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**Sec. 58-131. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Mobile food peddler or food peddler* means a person who:

- (1) Travels by any conveyance or walks from place to place transporting food and offering the same for consumption with or without charge;
- (2) Without traveling from place to place, offers food for consumption with or without charge from any conveyance;
- (3) Solicits orders and as a separate transaction makes deliveries of food products to purchasers; or
- (4) Delivers food from a fixed location outside the city to food establishments located inside the city.

The term does not include persons making deliveries of food from a food establishment operated by them or their employer to another food establishment, nor does it include persons who cater food from a food service establishment operated by them or their employers.

(Ord. No. 49-B, art. V, §§ 1, 4, 9-22-93)

Cross references: Definitions generally, § 1-2.

**Sec. 58-132. Health certificate.**

In addition to the permit required by this article, a mobile food peddler must hold a valid health certificate as required by chapter 46, article III.

(Ord. No. 49-B, art. V, § 1, 9-22-93)

**Sec. 58-133. Noncomplying operation declared a nuisance; jurisdiction; enforcing remedies.**

- (a) *Operations in violation; a nuisance.* The operation as a food peddler in violation of any provision of this division is declared to be a nuisance.
- (b) *Jurisdiction.* Such operation is prohibited within the corporate limits of the city.
- (c) *Remedies.* A nuisance as defined in this division shall be subject to abatement by summary action of the health officer or by injunction, and this provision is cumulative of all other enforcement remedies.

(Ord. No. 49-B, art. V, § 2, 9-22-93)

**Sec. 58-134. Application and filing fee.**

- (a) *Form filed.* An application for a permit under this division shall be filed with the city administrator on a form furnished by him and shall contain such information as he may require.
- (b) *Fee.* A permit fee of \$50.00 shall accompany every application for such permit submitted. The permit shall be issued by the city administrator upon the submission of an application and payment of fees.

(Ord. No. 49-B, art. V, § 5, 9-22-93)

**Sec. 58-135. Inspection.**

- (a) *Premises, equipment, vehicles.* Upon receipt of the application for a permit under this division, the city administrator shall inspect the premises, equipment and each vehicle with which such applicant intends to carry on his business.
- (b) *Issuance.* When they conform to the food and sanitary laws of the state and the ordinances of the city, the city administrator shall issue a permit to the applicant.

(Ord. No. 49-B, art. V, § 6, 9-22-93)

**Sec. 58-136. Duration.**

All permits issued under this division shall remain in force for three months from the date of issuance unless sooner revoked or suspended.

(Ord. No. 49-B, art. V, § 7, 9-22-93)

**Sec. 58-137. Posted in vehicle.**

A food peddler obtaining a permit under this division shall keep the permit posted in a conspicuous place on the vehicle from which he conducts his business.

(Ord. No. 49-B, art. V, § 8, 9-22-93)

**Sec. 58-138. Access to areas and records of purchase.**

The person operating the business of mobile food peddler, upon the request of the city administrator, shall permit access to all areas in which food or drink is stored, processed or kept and shall permit copying of all records of food and drink purchases.

(Ord. No. 49-B, art. V, § 9, 9-22-93)

**Sec. 58-139. Notice of violation.**

- (a) *Vehicle; storage or processing area.* The city administrator may inspect a food peddler's vehicle, storage or processing area as often as necessary to ascertain if the standards of this division are being maintained.

- (b) *Notice.* The city administrator shall notify the food peddler of any violation of this division.
- (c) *Second inspection.* The city inspector shall make a second inspection after the lapse of such time as he deems necessary for the defect to be remedied.

(Ord. No. 49-B, art. V, § 10, 9-22-93)

**Sec. 58-140. Suspension; reinstatement.**

- (a) *Failure to correct; immediate suspension.* If a food peddler does not correct the defects in the permitted operation before the second inspection, the permit shall be suspended immediately.
- (b) *Correction; reinstatement.* Following suspension, a request for reinspection may be made to the city administrator, who may order reinstatement of the permit if all defects have been corrected.

(Ord. No. 49-B, art. V, § 11, 9-22-93)

**Sec. 58-141. Storing, processing and keeping food and drink.**

All food and drink must be stored, processed or kept in a location and manner comparable to that required by other provisions in this division for other types of food establishments dealing in comparable foods, food products or drinks.

(Ord. No. 49-B, art. V, § 12, 9-22-93)

**Sec. 58-142. Construction and equipment of vehicles.**

Vehicles must be constructed of tight, sound, smooth material and properly equipped to protect all food and drink from flies, dirt, dust and other contamination.

(Ord. No. 49-B, art. V, § 13, 9-22-93)

**Sec. 58-143. Unwrapped foods.**

No unwrapped food may be dispensed by a food peddler except fruits and vegetables which are usually peeled, cooked or shelled prior to consumption.

(Ord. No. 49-B, art. V, § 14, 9-22-93)

**Sec. 58-144. Drinks; original containers.**

All drinks except coffee and tea must be dispensed in the original container.

(Ord. No. 49-B, art. V, § 15, 9-22-93)

**Sec. 58-145. Packages labeled.**

All packaged food and drink must be adequately labeled as to the contents thereof.

(Ord. No. 49-B, art. V, § 16, 9-22-93)

**Sec. 58-146. Sandwiches and salads.**

Prepared foods such as sandwiches and salads may not be sold or served more than 24 hours after preparation.

(Ord. No. 49-B, art. V, § 17, 9-22-93)

**Sec. 58-147. Perishables.**

All perishable foods shall be kept at a temperature below 50 degrees Fahrenheit or above 150 degrees Fahrenheit at all times.

(Ord. No. 49-B, art. V, § 18, 9-22-93)

**Sec. 58-148. Food examination; power to condemn and destroy.**

- (a) *Sampling; as often as necessary.* Samples of food or drink offered to the public by a food peddler may be taken and examined by the city inspector as often as may be necessary for the detection of unwholesomeness or adulteration.
- (b) *Unwholesome and adulterated.* The city inspector may condemn and forbid the sale of, or cause to be removed and destroyed, any food or drink which he finds to be unwholesome or adulterated.

(Ord. No. 49-B, art. V, § 19, 9-22-93)

**Chapters 59--61 RESERVED**

**Chapter 62 PLANNING\***

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**\*Cross references:** Administration, ch. 2; buildings and building regulations, ch. 14; floods, ch. 42; health and sanitation, ch. 46; streets, sidewalks and other public places, ch. 70; utilities, ch. 86; vegetation, ch. 90; zoning, ch. 94; board of adjustment, § 94-171 et seq.

**State law references:** Municipal zoning authority, V.T.C.A., Local Government Code § 211.001 et seq.; municipal regulation of subdivisions and property development, V.T.C.A., Local Government Code § 212.001 et seq.; municipal planning and development, V.T.C.A., Local Government Code ch. 371 et seq.; joint municipal planning, V.T.C.A., Local Government Code § 371.041 et seq.; development corporations, Vernon's Ann. Civ. St. art. 5190.6.

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Article I. In General

Sec. 62-1. Public hearings on zoning changes--Joint hearing.

Sec. 62-2. Same--Publication of notice.

Secs. 62-3--62-30. Reserved.

Article II. Zoning and Planning Commission

Sec. 62-31. Definitions.

Sec. 62-32. Composition.

Sec. 62-33. Qualifications and terms of office.

RECEIVED

MAR 15 2017

CITY OF WOODCREEK

Dinton Lewis

Par View Dr. residents were hoping to have this put on the agenda for voting.

We have brought the dedication deed drawn up by an attorney and notarized.

Thanks

Willie Jenkins

15 Par View

512 8425113 (home)

806 4387001 (cell)

**RECEIVED**

**MAR 15 2017**

**CITY OF WOODCREEK**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEDICATION DEED**

STATE OF TEXAS

COUNTY OF HAYS

That Jeanette L. Austin, Clyde N. Brown, Jr. and wife, Aline H. Brown, Judy Martin, and Barbara Horning, Cap Horning and Nikki Jenkins, hereinafter referred to as "GRANTOR", for and in consideration of the agreement on the part of the City of Woodcreek to maintain the road hereinafter dedicated and for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby DEDICATE, GRANT AND CONVEY unto the City of Woodcreek of Hays County, Texas, and its successors and assigns, all of their right, title, and interest in and to that certain road identified as Par View Drive and as shown on the plat of PAR VIEW VILLIAGE #10, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 338, Plat Records, Hays County, Texas.

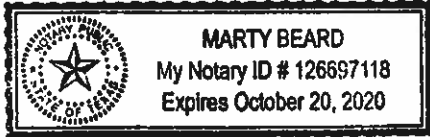
TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described premises, together with all and singular, the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Woodcreek and its successors and assigns forever.

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 15<sup>th</sup> day of March 2017, by Clyde N. Brown, Jr. and Aline H. Brown.



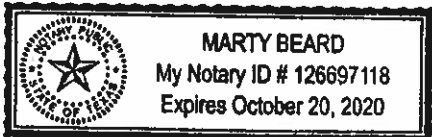
Marty Beard  
NOTARY PUBLIC, State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 15<sup>th</sup> day of March 2017, by Judy Martin.



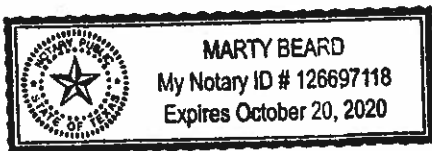
Marty Beard  
NOTARY PUBLIC, State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 15<sup>th</sup> day of March 2017, by Barbara Horning and Cap Horning.



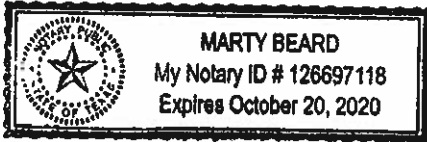
Marty Beard  
NOTARY PUBLIC, State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 15<sup>th</sup> day of March 2017, by Nikki Jenkins. JINKINS (NJB)



Marty Beard  
NOTARY PUBLIC, State of Texas



When the context requires, singular nouns and pronouns include the plural.

Executed this 15 day of March 2017.

Jeanette L. Austin  
Jeanette L. Austin

Clyde N. Brown, Jr.  
Clyde N. Brown, Jr.

Aline H. Brown  
Aline H. Brown

Judy Martin  
Judy Martin

Barbara Horning  
Barbara Horning

Cap Horning  
Cap Horning

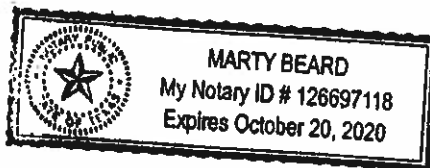
Nikki Jenkins  
Nikki Jenkins JINKINS (MO)  
3/15/17

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 15 day of March 2017, by Jeanette L. Austin.



Marty Beard  
NOTARY PUBLIC, State of Texas



Greetings,

Please accept this note as notice that the City of Woodcreek Agenda for April 12<sup>th</sup>, 2017 at 6:30 PM includes:

Agenda Item 9 F Discussion and Possible Action on Proposed Dedication of Par View Drive to the City of Woodcreek.

A map of the highlighted area to be considered for dedication is below.

