

City of Woodcreek City Council Meeting
August 12, 2015; 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 August 12, 2015, 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**
- 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: General:** Members of the Public who have submitted a written request to address the City Council on specific issues. Comments will be limited to five (5) minutes per speaker.

- 7. Report Items:**
 - A. DPW Monthly Report of Significant Events (Director Frank Wood)
 - B. Treasurer's Report for July 2015 (City Treasurer Golembiewski)
 - C. City Engineer Monthly Report of Significant Events (City Engineer Coneway)
 - D. City Manager Monthly Report of Significant Events (City Manager Sone)

- 8. Consent Agenda: All of the following items are considered to be 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 filled out and submitted to the City Manager.**
 - A. Approval of the minutes of the Regular Woodcreek City Council meeting of July 8, 2015
 - B. Approval of the minutes of the Special Woodcreek City Council meeting of August 1, 2015.
 - C. Approval of Treasurer's Report for July 2015.

- 9. Regular Agenda**
 - A. Discussion and possible action to adopt a position with respect to proposals for the installation of a thirty-six inch pipeline from San Marcos to Wimberley/Woodcreek and on to Dripping Springs. (Mayor Steinert)

- B. Discussion and action to Order the General Election of November 3, 2015. (Mayor Steinert)
- C. Discussion and action to accept an updated contract with the Hays County Elections Administrator (Mayor Steinert)
- D. Discussion and possible action to engage Donald Allman, CPA, to audit City finances for Fiscal Year 2014-2015. (Mayor Steinert)
- E. Discussion and possible action to approve adoption of the internet domain: Woodcreek.texas.gov. (City Manager Sone)
- F. Discussion and possible action to direct the staff to explore the required actions to annex that portion of Woodcreek Drive that is privately owned laying between the City's western public road edge and the low water crossing over Cypress Creek. (Councilmember Scheel)
- G. Presentation of the 2015 Tax Roll Certification and Effective Tax Rate Report. (City Manager Sone)
- H. Discussion and action to adopt Amendment #2 to the 2014-2015 Budget. (City Manager Sone)
- I. Discussion and action to designate a floodplain administrator. (City Manager Sone)
- J. Discussion and possible action to establish a Municipal Capital Improvements Fund. (City Treasurer Golembiewski)
- K. Discussion and possible action to establish a money market account at Pioneer Bank for certain reserve funds. (City Manager Sone)
- L. Discussion and possible action to amend the Zoning Ordinance to allow residential parking in City rights of way. (Councilmember Maldonado)
- M. Discussion and action on a citizen request to approve the Planning and Zoning Commission's recommended amendment to the Zoning Ordinance permitting fencing along the golf course property line. (Mayor Pro Tem Britner)
- N. Discussion and possible action regarding required signatories for city checks. (Mayor Steinert)
- O. Discussion and action to accept the Memorial Plaza parking lot. (Mayor Steinert)
- P. Executive Session: Discussion regarding continuation of City Manager's employment agreement. (Mayor Steinert)

10. Adjourn

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

I certify that the above notice was posted on the 7th of August, 2015, at 1:30 p.m.

By: _____

John Sone, City Manager

12 August 2015

Director of Public Works Monthly Report of Significant Events.

- 1. Repair of potholes throughout the city by John Young is complete.**
- 2. I am continuing to monitor city street conditions, however due to the heat this time of year I am unable to do walking inspections, restricting my activity to windshield touring only and on the ground inspection when encountering a condition that appears to warrant a closer look.**
- 3. On 8-6-15 I had a meeting with Hays County Precinct 3 Commissioner Will John Conley to discuss how soon the Hays County road maintenance forces could respond to Woodcreek's requirements for FY-15 street repairs. He informed me that he meets with the county road director Jerry Borcharding weekly and the county's crews are overwhelmed by flood damage. Mr. Conley could not assure me of the county responding to the city's needs in the foreseeable future.**
- 4. Due to the delay by the county I recommend that the city consider going out for public bid to have the necessary work accomplished. I have prepared an estimate to accomplish all maintenance and repair all work on Woodcreek Drive and all streets to the north of Woodcreek drive that I have identified and sent to the county for their response. Since my estimate is based on open commercial bidding it is in excess of \$400,000.**
- 5. Since my estimate exceeds the \$25,000.00 limitation for projects to be designed by the city as mandated by the state of Texas. All design documents, i.e. plans, specifications and bid documents must be prepared by a registered engineer.**

6. I am prepared to turn over to such engineer my findings and to conduct any field inspections with the engineer or assigned staff for conformation of my findings. I also stand ready to be the city staff overseer to review and comment on any plans and specifications as they are developed.

Respectfully submitted,

Frank M. Wood

Director of Public Works

City of Woodcreek, TX

**City of Woodcreek
Treasurer's Report of July 2015**

Revenues:	YTD	2014-2015		%	YTD	2013-2014		Percentage Completed		0.83%
		BA #1	%			Budget	%	Jul-15	Jul-14	
3000 Ad Valorem Tax	192,383	190,000	101%	186,060	189,228	95%	1,507	1,289	218	
3005 State Sales Tax	29,002	50,000	58%	73,658	76,895	96%	3,007	3,410	(403)	
3010 Mixed Beverage Tax	555	400	139%	496	496	100%	130	112	19	
3020 PEC Franchise Fee	29,836	31,000	96%	30,700	30,700	100%	5,199	6,036	(837)	
3030 Time Warner Franchise Fee	26,057	20,000	130%	18,308	19,591	93%	6,645	-	6,645	
3030.10 TWC - PEG Cable Revenue	1,258	-	0%	3,662	-	0%	-	-	-	
3040 AquaTexas Franchise	83,403	82,000	102%	82,590	82,590	100%	8,416	8,535	(118)	
3050 IESI Franchise Fee	13,172	9,500	139%	9,225	12,274	75%	3,426	-	3,426	
3060 Telephone Franchise Fee	1,000	1,500	67%	1,453	1,949	75%	-	-	-	
3070 QuickSand Franchise Revenue	500	500	100%	-	500	0%	500	-	500	
3080 Reimbursement	-	-	0%	-	-	-	-	-	-	
3080.1 Engineering Reimbursement	115	-	0%	3,220	3,220	-	-	-	-	
3080.2 Legal Reimbursement	-	-	0%	5,476	5,476	-	-	-	-	
3080.3 Admin Reimbursement	113	-	0%	870	-	-	113	-	-	
3090 Development Revenue	25,908	8,000	324%	14,775	14,935	99%	590	1,385	(795)	
3095 Sign Fees	120	-	0%	270	-	-	-	-	-	
4000 Interest Income	1,521	1,500	101%	452	800	57%	284	-	284	
4010 Other Revenue	40	1,000	4%	450	450	100%	-	33	(33)	
4015 Oak Wilt Containment	(675)	-	0%	-	-	-	(3,875)	-	(3,875)	
4020 Municipal Court Revenue	1,587	1,000	159%	1,826	1,900	96%	261	-	261	
4040 Donations Received	5,145	-	0%	-	-	-	2,500	-	2,500	
Total Gen Fund Revenues	411,039	396,400	104%	433,490	441,004	98%	28,704	20,799	5,292	
Expenditures:										
	YTD	2014-2015 BA #1	%	YTD	2013-2014 Budget	%	Jul-15	Jul-14	Diff	
5000.01 Salaries and Wages	68,518	83,000	83%	65,503	81,000	81%	6,973	6,093	880	
5000.20 Payroll Tax	7,197	7,200	100%	7,591	8,477	90%	836	1,272	(436)	
5000.40 Retirement	2,349	2,400	98%	1,511	2,378	64%	276	173	104	
5000.50 Direct Deposit Expense	107	120	89%	91	108	84%	8	10	-	
5000 Personnel Services	78,170	92,720	84%	74,697	91,963	81%	8,093	7,547	548	
5500.10 City Hall Maintenance/Repairs	338	3,500	10%	2,073	2,500	83%	-	12	(12)	
5500.30 IT & Radio	48	5,000	1%	4,420	6,700	66%	1,995	495	1,500	
5500.40 Newsletter	775	1,100	70%	417	632	66%	552	-	552	
5500.50 Office Supplies	3,188	3,500	91%	2,534	3,600	70%	214	159	55	
5500.60 Postage & Shipping	754	1,500	50%	864	1,500	58%	(271)	95	(366)	
5500.61 Printing & Reproduction	1,704	2,500	68%	2,165	2,400	90%	193	193	-	
5500.70 Storage Rental	908	1,000	91%	980	980	100%	-	-	-	
5500 Office Expenses	7,716	18,100	43%	13,454	18,312	73%	2,683	954	3	
6000.01 Audit Expenses	6,600	6,500	102%	6,200	6,200	100%	-	-	-	
6000.10 Codification	1,814	1,300	140%	6,326	6,500	97%	239	-	(239)	
6000.11 Contract Labor	6,720	7,000	96%	5,100	7,100	72%	894	407	(487)	
6000.15 Engineering	2,234	2,500	89%	4,740	5,100	93%	(130)	-	130	
6000.20 Legal Expenses	32,279	25,000	129%	20,661	25,000	83%	4,392	2,524	(1,868)	
6000.21 General	21,289	-	-	13,055	-	-	1,085	1,666	581	
6000.22 Legal Reimbursable	1,299	-	-	760	-	-	1,299	-	-	
6000.25 Special Cases	9,691	-	-	6,846	-	-	2,007	858	(1,150)	
6000 Professional Services	48,647	42,300	117%	43,027	49,900	86%	5,395	2,930	(3,033)	
6500.01 Deer Removal	1,650	1,500	110%	900	1,500	60%	225	150	(75)	
6500.15 Mowing	4,797	4,800	100%	4,152	5,000	83%	592	1,210	618	
6500.20 Oak Wilt Containment	675	4,000	17%	225	2,000	11%	-	-	-	
6500.21 Outdoor Beautification	4,854	12,000	40%	3,421	5,500	62%	(3,133)	641	3,774	
6500.25 ROW Tree Trimming	16,581	3,500	474%	1,875	18,000	10%	14,880	-	(14,880)	
6500.30 Street Maintenance	21,485	137,110	16%	42,048	60,000	70%	90	-	(90)	
6500.31 Street Signs	3,594	3,900	92%	339	1,000	34%	-	-	-	
6500.40 Tree Limb Pick-Up	3,355	3,355	100%	1,679	1,700	99%	-	-	-	
6500 Area Care/Maintenance	56,990	170,165	33%	54,639	94,700	58%	12,654	2,001	(10,653)	
7000.01 Ad Valorem Tax Expense	1,406	2,000	70%	1,333	1,800	74%	-	-	-	
7000.02 Building Inspections	4,185	3,000	140%	1,835	2,800	66%	65	440	375	
7000.03 Code Compliance	822	7,300	11%	6,828	7,300	94%	13	-	(13)	
7000.04 Dues & Memberships	1,195	1,250	96%	1,315	1,315	100%	240	100	(140)	
7000.05 Election Expense	-	-	0%	2,322	2,314	100%	-	-	-	
7000.15 Meeting Expense	1,171	2,000	59%	1,729	2,000	86%	133	391	258	
7000.20 Public Notices	992	1,000	99%	853	1,000	85%	80	142	62	
7000.30 Travel & Vehicle Exp Reimb	3,181	3,000	106%	2,294	3,000	76%	260	250	(10)	
7000.40 Training & Prof Development	878	1,000	88%	750	1,000	75%	5	120	115	
7000 Other Operating Expenses	13,829	20,550	67%	19,259	22,529	85%	796	1,443	647	
7500.01 City Hall Utilities	2,227	3,000	74%	2,167	3,000	72%	223	232	9	
7500.02 Telephone & Internet	2,431	3,000	81%	2,380	3,000	79%	243	243	(0)	
7500.03 Outdoor Utilities	2,665	4,000	67%	3,637	5,000	73%	247	651	404	
7500 Utilities	7,323	10,000	73%	8,184	11,000	74%	713	1,126	413	
7600.01 TML Insurance	2,618	2,618	100%	2,398	2,362	102%	-	35	35	

**City of Woodcreek
Treasurer's Report of July 2015**

7600	Insurance	2,618	2,618	100%	2,398	2,362	102%	-	35	35
8020 20	MC Judge	3,150	3,400	93%	2,800	4,200	67%	600	-	(600)
8020 25	Misc. Court Costs	1,431	1,500	95%	760	3,000	25%	9	85	76
8020 30	Prosecutor	2,112	2,500	84%	1,450	4,000	36%	-	35	35
8020 40	State Comptroller Costs	342	1,000	34%	790	3,000	26%	98	140	43
8020 41	Supplies	162	200	81%	104	200	52%	-	-	-
8020 60	Traffic Enforcement	21,115	28,340	75%	28,346	38,580	73%	6,945	7,085	140
8020	Municipal Court Costs	28,311	36,940	77%	34,250	52,980	65%	7,652	7,345	(306)
	Contingency Reserve	-	3,127	0%		97,528	0%			-
	Miscellaneous	-	-	0%	22		0%	9	-	(9)
8900 10	Reconciliation Discrepancies	104	-	0%	(1)	-	0%	-	-	-
8900	Miscellaneous	104	3,127	3%	21	-	0%	9	-	(9)
	Total Gen Fund Expenditures	244,709	396,520	62%	249,929	343,746	73%	37,995	23,382	(12,356)

Legend

No Budget Amount
The combination of the Legal Expenses.
Recommend for Budget



Memorandum

To: Mayor and Council
From: John Sone, City Manager
Date: August 12, 2015
Subject: City Manager's Report

1. Planning & Development.

a. The City engaged the owner of the 4-plex at 2 Deerfield Dr, confirming that a decision has not yet been made to convert the structure into a condominium regime. The owners will keep the City in the loop.

b. The P&Z Commission met August 6th, and completing its review the of the fifteen-year amortization period for non-conforming structures. It voted unanimously to recommend to the Council to retain the language of Section 156.102 (Nonconforming Uses), with the exception of striking subsection F2(e). It voted to approve the replat of Lots 14-17, conditioned upon satisfaction of the Engineer's and Attorney's corrective measures. It voted to table consideration of the proposed Right of Way parking amendment until September, to allow Counsel time to clarify the intent of the time restriction.

c. Reliant Construction began work on the Augusta Park Project on August 7th.

d. The City received an application to extend a separate garage that is situated in the floodplain.

2. Public Safety. The Constable's Report for July is attached. Criminal activity has been minimal.

3. Communications. The Comptroller of Accounts recognized the City for renewing its Platinum level of membership in the Transparency Leadership Circle.

4. Tree-Trimming. Austex Tree Services concluded the raising of the overhead street canopy and clearing of ROW without incident. It has scheduled a crew to move the mulch that is flowing over into the parking lot.

5. Human Resources. Robert Hager announced his resignation from service as the City's consulting arborist.

6. Hazard Mitigation.

a. Hazard Mitigation. The City communicated its intention participate in the Hays County, Texas, 2016 Hazard Mitigation Plan Update.

b. City staff received training and keys for emergency notifications to citizens using the RNS.

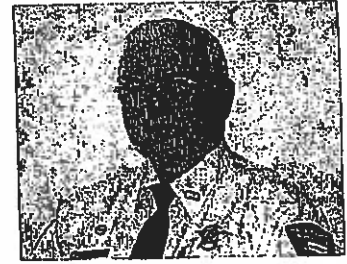
7. Code Enforcement. Notices of violation have been or will be issued for high grass (2), rubbish (1), and a junked vehicle.

8. Open Records. The City received two open records requests for the same set of Hotel Occupancy Tax records. One was from KVUE TV and the other from Mr. Albert Valera. Both requests were satisfied.

9. Oak Wilt. The Texas Forest Service diagnosed suspected new cases of oak wilt in the City: 6 properties on Shady Grove and one each on Augusta Ln and Stonehouse Ci. The property owner at 30 Shady Grove refused to allow access to the back yard for diagnosis. Notices to the surrounding property owners have been mailed. The city staff is working to complete a master map of disease centers.



**DARRELL W. AYRES
CONSTABLE, PCT. 3
HAYS COUNTY, TEXAS**



RECEIVED

Woodcreek Patrol

AUG 03 2015

CITY OF WOODCREEK

	<u>Total</u>
Hours:	94.0
Mileage:	750
Traffic Contacts:	11
Code Enforcement Contacts:	2
Code Violation Citations:	1
Close Patrol:	58
Criminal:	3
Civil:	1
Other:	3
Agency Assist:	0
Public Assist:	0
Warrants:	0
Jailing:	2

- Please note undocumented civil questions, concerns and other instances will not be included in this report.

Constable Ayres Darrell W. Ayres Deputy Helm [Signature]

City of Woodcreek City Council Meeting
July 8, 2015; 6:30 p.m.
41 Champions Circle
Woodcreek, Texas 78676

Minutes

- 1.) **Call to Order:** Mayor Steinert called the meeting to order at 6:30 p.m.
- 2.) **Invocation**
- 3.) **Pledge**
- 4.) **Roll Call.** Present: Mayor Michael T. Steinert, Mayor Pro Tem Nancy Britner, Councilmember Kathy Maldonado, Councilmember Gordon Marsh, Councilmember Jerry Moore, Councilmember William Scheel, City Manager John Sone, City Treasurer Gene Golembiewski, Director of Public Works Frank Wood, City Financial Coordinator Liane Parks. **Absent:** None
- 5.) **Public Comments:** R. C. and Liz Meier of 38 Woodcreek Drive, asked for clarification of the zoning ordinance regarding fences for properties which border property owned by the Quicksand Golf Course. John Epley chose to withhold remarks for agenda items dealing with Right-of-Way Parking and the Roads and Streets Report.
- 6.) **Citizen Communications:** There were no citizen communications.
- 7.) **Report Items:**
 - A. Camp Young Judea Executive Director Mr. Frank Silberlicht spoke about the Camps desire to be good neighbors and to become part of the Woodcreek community. One suggestion he offered was for the entire camp opening for one full day per year to Woodcreek residents, providing meals and the full use of the tennis courts and swimming pool.
 - B. Director of Public Works Wood said that Hays County maintenance forces haven't been able to schedule repairs in Woodcreek, as they are still busy dealing with flood repairs throughout the county. He noted that streets south of Woodcreek Drive were not included in the most recent bid provided by the County.
 - C. City Treasurer Golembiewski reported year-to-date revenue of \$382,336.00 and \$202,982.00 in expenses.
 - D. City Manager Sone presented a report of significant events since the last meeting.
 - E. Planning and Zoning Chairperson Anne Greene reported that the committee met to discuss non-conforming structure amortization, concluding that more time was necessary and that a recommendation would be made at the September Council meeting.
- 8.) **Consent Agenda**
 - A. Approval of the minutes of the Regular Woodcreek City Council Meeting of June 10, 2015
 - B. Approval of the minutes of the Special Woodcreek City Council Meeting of June 16, 2015
 - C. Approval of the Treasurer's Report for June 2015
 - D. April-June 2015 Investment Report

Mayor Pro Tem Britner moved to accept the Consent Agenda in its entirety. The motion was seconded by Councilmember Maldonado, which passed with a vote of 5-0-0.

9.) Regular Agenda

- A. Camp Young Judea Executive Director Frank Silberlicht presented a check to the Council in the amount of \$2,500.00, offered as a payment in lieu of taxes, adding that another payment of \$2,500.00 would be made by the end of the year. He said that the City could expect a total donation of \$5,000.00 on an annual basis. Councilmember Maldonado moved to accept the donation. The motion was seconded by Councilmember Marsh, which passed with a vote 5-0-0.
- B. After a city staff report and discussion, John Epley stated that the committee which he had chaired, had provided a complete Transportation Improvement Plan to the City. City Manager Sone replied that the plan was not yet complete. After further discussion, Mayor Pro Tem Britner moved to direct the finalization of the Transportation Improvement Plan. (Mayor Steinert suggested that the final copy be called a Street Improvement Plan.) The motion was seconded by Councilmember Maldonado, which passed with a vote of 5-0-0.
- C. After discussion, Mayor Pro Tem Britner, based on the work of the Parks and Recreation Committee, moved to deviate from policy and accept the contract terms for the construction of a Bocce Ball Court and adjacent picnic tables at the Augusta Park Project, from Reliant Construction, in the amount of \$19,860.00. The motion was seconded by Councilmember Moore, which passed with a vote of 5-0-0. Councilmember Scheel moved to set aside our requirement for bids, in this one instance. The motion was seconded by Mayor Pro Tem Britner, which passed with a vote of 5-0-0.
- D. After discussion, Councilmember Maldonado moved to suspend enforcement of the fifteen-year amortization period, terminating non-conforming structure uses under the Zoning Ordinance, for one year to November 1, 2016, with possible action for extension, if needed. The motion was seconded by Councilmember Marsh, which passed with a vote of 5-0-0.
- E. After discussion, Councilmember Maldonado moved to abandon the enactment of the proposed Right-of-Way Parking Ordinance. The motion was seconded by Mayor Pro Tem Britner, which passed with a vote of 4-1-0, Councilmember Scheel dissenting. Councilmember Moore moved that Mayor Steinert appoint a committee of two councilmembers and a citizen or two to draft a plan, clarifying off-street parking, and working with P&Z. Councilmember Maldonado seconded the motion, which passed with a vote of 5-0-0.
- F. After discussion, Councilmember Maldonado moved to deviate from city procurement policy and approve award of a contract for the creation of a public parking area at Armed Forces Memorial Plaza, contingent on it meeting standards, having sufficient base, and being the lower of two bids. The motion was seconded by Councilmember Moore, which passed with a vote of 5-0-0.

10.) Adjourn: There being no further business, Mayor Steinert adjourned the meeting at 8:43 p.m.

Michael T. Steinert, Mayor

John W. Sone, City Manager

**City of Woodcreek Special City Council Meeting
August 1, 2015; 10:30 a.m.
41 Champions Circle
Woodcreek, Texas 78676**

Minutes

- 1.) **Call to Order:** Mayor Steinert called the meeting to order at 10:30 a.m.
- 2.) **Roll Call.** Present: Mayor Michael T. Steinert, Mayor Pro Tem Nancy Britner, Councilmember Kathy Maldonado, Councilmember Jerry Moore, Councilmember William Scheel, Councilmember Gordon Marsh, City Manager John Sone
- 3.) **Discussion and Action Items:**
 - A. Mayor Steinert called for a motion. City Manager Sone offered to explain why Council action was necessary. Councilmember Scheel moved to approve a fireworks display at Camp Young Judea on August 1, 2015. The motion was seconded by Mayor Pro Tem Britner, which passed with a vote of 5-0-0.
 - B. Mayor Steinert called for a motion. Mayor Pro Tem Britner moved to approve the fireworks display at Camp Young Judea on July 4, 2015. The motion was seconded by Councilmember Maldonado, which passed with a vote of 4-1-0. Opposed: Councilmember Marsh.
- 4.) **Adjourn:** There being no further business, Mayor Steinert adjourned the meeting at 10:35 a.m.

Michael T. Steinert, Mayor

John W. Sone, City Manager

City of Woodcreek

Transaction List by Date

July 2015

08/10/15

Jul 15

Type	Date	Num	Name	Memo	Account	Split	Debit	Credit
Paycheck	07/01/2015	Dir Dep	John W Sone	Direct Deposit	1000 Oper	-SPLIT-	0.00	
Paycheck	07/01/2015	Dir Dep	Barbara J Grant	Direct Deposit	1000 Oper	-SPLIT-	0.00	
Paycheck	07/01/2015	Dir Dep	Linda L Land	Direct Deposit	1000 Oper	-SPLIT-	0.00	
Check	07/01/2015	9831	Lower Colorado River Authority	Radio Service	1000 Oper	-SPLIT-		478.80
Check	07/01/2015	9853	Mike Steiner	Reimbursement	1000 Oper	-SPLIT-		5.18
Check	07/01/2015	9855	Willard Railroad - y	Period: 5/1-5/29/15	1000 Oper	-SPLIT-		265.25
Liability Check	07/03/2015		QuickBooks Payroll Service	Created by Payroll Service on 07/02/2015	1000 Oper	-SPLIT-	1,506.64	1,297.87
Deposit	07/03/2015		TMCEC	Court Resource	1000 Oper	3000 Ad Valorem Tax R...		8.95
Check	07/06/2015	Debit	Brookshire Brothers	Meeting expense	1000 Oper	8020.25 Misc. Court Co...		7.95
Check	07/08/2015	Debit	American Legal Publishing Corp	Dev Rev	1000 Oper	7000.15 Meeting Expense		239.40
Check	07/08/2015	9873	Ace Hardware	Codification	1000 Oper	3090 Development Rev...	60.00	
General Journal	07/08/2015	9874	Bojorquez Law Firm, PLLC	Supplies	1000 Oper	6000.10 Codification		158.82
Check	07/08/2015	9875 A...	San Marcos Daily Record	To reclass payment from Wimberley Springs Partner.	3090 Devel	5500.50 Office Supplies	500.00	
Check	07/08/2015	9876	Kelly Clements	Legal Expenses - Inv 5118	1000 Oper	-SPLIT-		2,594.42
Check	07/08/2015	9877	Brandon Stark	Acc'r RA 1906-classified	1000 Oper	7000.20 Public Notices		79.50
General Journal	07/08/2015	0715 A...	ATS Engineers	Entrance maintenance & Special Service	1000 Oper	-SPLIT-	140.00	
Check	07/08/2015	9878	Dahill	Reverse of GJE 0715 AJE 02 -- For CHK 9865 voided on 07...	1000 Oper	8020.60 Traffic Enforce...		80.10
Check	07/08/2015	9879	John Young	Printing	1000 Oper	5500.61 Printing & Repr...		85.00
Check	07/08/2015	9880	John Young	Building inspections	1000 Oper	7000.02 Building Inspe...		152.00
Check	07/08/2015	9881	John Young	Mowing	1000 Oper	6500.15 Mowing	0.00	
General Journal	07/08/2015	0715 A...	John Young	VOID: Mowing GJE, RGJE created on 07/08/2015	1000 Oper	6500.15 Mowing		152.00
General Journal	07/08/2015	0715 A...	John Young	Reverse of GJE 0715 AJE 1 -- For CHK 9881 voided on 07...	1000 Oper	6500.15 Mowing	152.00	
Check	07/08/2015	9882	TMRS	Service Charge	1000 Oper	8900 Miscellaneous	3,006.61	5.00
Deposit	07/10/2015	9883	Tax Time, LLC	S/T Rev	1000 Oper	3005 State Sales Tax R...	3,250.00	
Liability Check	07/11/2015	Debit	Costco	Deposit	1000 Oper	-SPLIT-		634.95
Check	07/11/2015	0715 A...		01409	1000 Oper	6000.11 Contract Labor		625.25
General Journal	07/13/2015	0715 A...		Contract Labor Inv# 861	1000 Oper	7000.15 Meeting Expense		14.95
General Journal	07/13/2015	0715 A...		Meeting Expense	6000.15 E	5500.30 IT & Radio Exp...		1,500.00
General Journal	07/13/2015	0715 A...		To reclass ESPI payment as IT & Radio	7000.03 C	5500.60 Postage & Ship...	12.98	
General Journal	07/13/2015	0715 A...		To reclass postage spent for code compliance.	5500.60 P	6500.40 Newsletter		97.22
General Journal	07/13/2015	0715 A...		To reclass postage used for newsletter.	4015 Oak	6500.21 Outdoor Beautif...		110.00
Deposit	07/13/2015		PEC Franchise	To reverse 0415 AJE 01.	1000 Oper	3020 PEC Franchise Fe...	3,875.00	
Check	07/14/2015	Debit	Kate's Place Restaurant	Meeting Expense	1000 Oper	7000.15 Meeting Expense	5,198.75	
Check	07/14/2015	Debit	Home Depot	Bear Attack Deterrent	1000 Oper	5500.50 Office Supplies		1,714.48
Liability Check	07/15/2015	Debit	QuickBooks Payroll Service	Created by Payroll Service on 07/13/2015	1000 Oper	-SPLIT-	160.00	
Deposit	07/15/2015		USPS	PErmit	1000 Oper	3090 Development Rev...		55.74
Check	07/15/2015	Debit	John W Sone	Postage	1000 Oper	5500.60 Postage & Ship...		
Paycheck	07/16/2015	Dir Dep	Barbara J Grant	Direct Deposit	1000 Oper	-SPLIT-	0.00	
Paycheck	07/16/2015	Dir Dep	Linda L Land	Direct Deposit	1000 Oper	-SPLIT-	0.00	
Liability Check	07/16/2015	Dir Dep	QuickBooks Payroll Service	Created by Payroll Service on 07/15/2015	1000 Oper	-SPLIT-	0.00	
Deposit	07/17/2015		Office Depot	Interest	1021 Rese	4000 Interest Income	113.27	
Deposit	07/17/2015		USPS	Mixed Bev	1000 Oper	3010 Mixed Beverage T...	130.33	
Check	07/20/2015	Debit	AquaTexas - City Hall	Aqua TX	1000 Oper	3040 AquaTexas Franc...	8,416.34	45.95
Check	07/22/2015	9885	AquaTexas - Outdoor	Office Supplies	1000 Oper	5500.50 Office Supplies		216.00
Check	07/22/2015	9884	Garrett Allen	Postage	1000 Oper	5500.40 Newsletter		124.01
Check	07/22/2015	9886	Time Warner Cable	9374970672071,9760590700920,9745120699546	1000 Oper	7500.01 City Hall Utilities	134.84	
Check	07/22/2015	9887	Xerox Financial Services	Deer Removal	1000 Oper	7500.03 Outdoor Utilities	225.00	
Check	07/22/2015	9888	PEC - City Hall	3020139/1	1000 Oper	6500.01 Deer Removal	243.07	
Check	07/22/2015	9889	PEC - Outdoor	Lease Payment	1000 Oper	7500.02 Telephone & In...	113.20	
Check	07/22/2015	9891	Hays County	1713-6635-00	1000 Oper	5500.61 Printing & Repr...	99.42	
Check	07/22/2015	9892	Hill Country Springs	1442-4976-00; 1371-5834-00	1000 Oper	7500.03 Outdoor Utilities	111.77	
Check	07/22/2015	9893	John Young	Traffic Enforcement	1000 Oper	8020.60 Traffic Enforce...	7,095.00	
Check	07/22/2015	9894	C. Rick Conway, P. E. BCEE, ...	Office Water	1000 Oper	5500.50 Office Supplies	8.74	
Check	07/22/2015	9895	Eagle Mountain Company	Mowing & Repair shoulder erosion & pot holes	1000 Oper	-SPLIT-	530.00	
Check	07/22/2015	9895		City Engineers	1000 Oper	6000.15 Engineering	1,370.00	
Check	07/22/2015	9895		Texas & US Flags	1000 Oper	6500.21 Outdoor Beautif...	92.11	

City of Woodcreek
Transaction List by Date
July 2015

08/10/15

Type	Date	Num	Name	Memo	Account	Split	Debit	Credit
Check	07/22/2015	9896	Knight & Partners Attorneys at...	Inv 2155 - Kinkel vs. Woodcreek BOA	1000 Oper	6000.25 · Special Cases		1,587.41
Check	07/22/2015	9897	Mark Goodner	MC Judge - Jun & Jul	1000 Oper	8020.20 · MC Judge		600.00
Check	07/22/2015	9898	State Comptroller	TX COOP	1000 Oper	7000.04 · Dues & Membe		140.40
Check	07/22/2015	9900	Bojorquez Law Firm, PLLC	Legal Expenses - Inv 5118	1000 Oper	6000.21 · General		210.00
General Journal	07/15 A...	0715 A...		To reclass postage spent for newsletters	5500.60 · P	5500.40 · Newsletter		218.27
Check	07/22/2015	Debit	USPS	Postage	1000 Oper	5500.40 · Newsletter		22.83
Check	07/22/2015	9901	State Comptroller	TX CO-OP annual membership	1000 Oper	7000.04 · Dues & Membe		100.00
Deposit	07/23/2015			Deposit	1003 Muni	4020 · Municipal Court R...	161.00	
Deposit	07/24/2015			Permit	1000 Oper	3090 · Development Rev...	60.00	
Deposit	07/27/2015			Deposit	1000 Oper	-SPLIT	3,539.48	
Check	07/27/2015	9902	State Comptroller	2Q15 MC Report	1000 Oper	8020.40 · State Comptrol...		97.60
Deposit	07/27/2015			Return Items	1000 Oper	5500.50 · Office Supplies	55.99	
Check	07/27/2015	Debit	Network Solutions, LLC	Domain Name Renewal	1000 Oper	5500.30 · IT & Radio Exp...		15.99
Check	07/28/2015	ACH	Texas Workforce Commission	99-882080-4	1000 Oper	-SPLIT		5.25
Liability Check	07/31/2015			Deposit	1003 Muni	4020 · Municipal Court R...	100.00	
Deposit	07/31/2015			Service Charge	1003 Muni	8900 · Miscellaneous		4.00
Check	07/31/2015			Interest	1020 Inves	4000 · Interest Income	30.01	
Deposit	07/31/2015			Interest	1022 Croc	4000 · Interest Income	141.04	
Deposit	07/31/2015			Permit	1000 Oper	3090 · Development Rev...	60.00	
Check	07/31/2015	9903	Austex Tree Service, Inc.	ROW Tree Trimming	1000 Oper	6500.25 · ROW Tree Tr...		14,880.00
Deposit	07/31/2015			TWC	1000 Oper	3030 · Time Warner Fran...	6,645.45	

Jul 15

City of Woodcreek
Balance Sheet
As of July 31, 2015

	<u>Jul 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Operating - Broadway 9628	10,053.80
1003 · Municipal - Reg Acct#7223	31,193.27
1003.1 · Municipal Court Petty Cash	600.00
1006 · PEG - #5467	13,758.94
1010 · Petty Cash	-41.00
1020 · Investment Account - Class 0001	145,772.04
1021 · Reserved Funds - Broadway 4573	551,341.41
1022 · Crockett National Bank	221,561.54
Total Checking/Savings	<u>974,240.00</u>
Accounts Receivable	
1120 · Delinquent Taxes Receivable	9,288.75
Total Accounts Receivable	<u>9,288.75</u>
Other Current Assets	
1121 · Allowance for Uncollectible	-464.43
1122 · Due to/from HOT Account	52.00
Total Other Current Assets	<u>-412.43</u>
Total Current Assets	<u>983,116.32</u>
Fixed Assets	
1200 · Office Furniture / Equipment	26,926.96
1225 · Land	37,850.00
1226 · Building & Improvements	109,708.00
1227 · Street Pavement	144,126.00
1240 · Accumulated Depreciation - All	-19,261.00
Total Fixed Assets	<u>299,349.96</u>
Other Assets	
1250 · Deferred Revenue	-15,678.59
1300.10 · Committed for Streets Repair	80,000.00
Total Other Assets	<u>64,321.41</u>
TOTAL ASSETS	<u><u>1,346,787.69</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1900 · Accounts Payable	14,113.23
Total Accounts Payable	<u>14,113.23</u>
Other Current Liabilities	
2000 · Payroll Tax Payable	855.68
2001 · Federal Withholding Payable	474.00
2021 · Accrued Wages Payable	2,608.53
2030 · TMRS Payable	651.13
2100 · WVWA / LCRA Grant Expenditures	445.45
2105 · Capital Development Grant	21,325.00
2300 · Sales Tax Revenue Overpayment	533.38
Total Other Current Liabilities	<u>26,893.17</u>
Total Current Liabilities	<u>41,006.40</u>
Total Liabilities	<u>41,006.40</u>
Equity	
9998 · Opening Balance Equity	533,846.43
9999 · Retained Earnings	612,457.20
Net Income	159,477.66
Total Equity	<u>1,305,781.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,346,787.69</u></u>

WIMB. VIEW 7/30/15

July 24, 2015

LETTER TO THE EDITOR

PIPELINE PROPOSAL IS BAD FOR WIMBERLEY/WOODCREEK

The Wimberley Valley and western Hays County are noted for open spaces, flowing water, and a relaxed life style. That could all change if a proposal currently being proposed by two state water planning groups were adopted.

These two water planning groups, under guidance from the Texas Water Development Board, are proposing to bring a huge 18 mile long water supply pipeline, 36 inches in diameter, into the Wimberley/Woodcreek area along RR 12 from San Marcos. Then they propose to extend that pipeline from Wimberley/Woodcreek up to Dripping Springs along RR 12. This pipeline could carry up to 13 million gallons of water per day. That is enough water to supply the needs of almost 40,000 households. And the cost of that pipeline is over \$50 million with annual operating costs of over \$6 million. Think enormous water bills!!

Wimberley/Woodcreek does not need such an expensive pipeline. Our population is currently in the range of 10,000 to 15,000 people or about 6000 households. Currently our water supply is adequate from commercial and private wells into the Trinity Aquifer and from rainwater collection. Most of us don't waste a lot of precious water on grass, and we are very conscious of water conservation. We will grow, but slowly. A water study done by Hays County, adopted in 2011, called for a future 16" water supply pipeline extended into the Wimberley Valley sometime around the year 2030 or when really needed.

So what is really going on with this huge 36" pipeline proposal that none of us can afford? Obviously, it is an attempt to grab low interest loan funds from the state. But, the only way such a pipeline could be implemented and paid for is to develop a huge new base of water customers. That means massive development and big new residential subdivisions along RR 12 and throughout the Wimberley Valley. This 36" pipeline proposal is a developer's dream come true. Roads guide growth and can open new land for development, but new water supplies are a major stimulant for accelerated growth.

A perfect example of the impact of "new water" is just north of Wimberley in Dripping Springs. In year 2002 LCRA began extending a pipeline along US 290 to bring in imported water from Lake Travis. This water line was sold on the idea of supplying properties where wells were going dry. But we all know what has happened and what is ongoing – major new subdivisions and developers that are demanding even more water. Dripping Springs says they want spiraling growth and are willing to pay the cost. A residential water tap in Dripping Springs now costs about \$13,000 and will go higher.

But, there is a better option that the two water planning groups can and should adopt. That option is to route a pipeline directly to Dripping Springs from Buda thus avoiding the sensitive Wimberley Valley. Put the water resources where growth is occurring and where water is needed. They want water and

their developers want to pay for it. That preferred plan showing pipelines coming from the east to Dripping Springs is attached.

At some time when it is needed, a pipeline, as proposed in the adopted Hays County plan, can be extended into the Wimberley Valley. The residents of Wimberley and western Hays County are not "no-growthers". However, we know that our quality of life must be protected so we don't become another Round Rock or, even worse, a Williamson County. And we also know that most new residential development in western Hays County can be built using rainwater collection without the need to drill a waterwell.

And last, but very critical, is our understanding that intense development in western Hays County would cover the recharge areas of the Trinity Aquifer and reduce the amount of rainwater that rebuilds our underground water supply.

Tell your County Commissioner Will Conley, your representative on the state planning group, and also the Texas Water Development Board, to adopt the plan that sends a pipeline directly to Dripping Springs from Buda, not through the Wimberley Valley.

Jim McMeans
2000 Fischer Store Road
Wimberley, TX 78676
512-847-6578

ORDINANCE NO. 15-209

AN ORDINANCE CALLING AND ORDERING THE GENERAL ELECTION FOR CITY OFFICERS TO BE HELD ON NOVEMBER 3, 2015, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COUNCILMEMBERS, FOR THE CITY OF WOODCREEK, TEXAS, AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE HOLDING OF SUCH ELECTION.

WHEREAS, the terms for the Mayor and two (2) City Councilmembers are scheduled to expire at the next uniform election date, that being November 3, 2015,

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

Section I.

An election is hereby ordered to be held on November 3, 2015 for the purpose of electing the Mayor and two (2) City Councilmembers for the City of Woodcreek, Texas. A candidate's application for a place on ballot for the general election of city officers must be filed by 4:00 p.m. on August 24, 2015.

Section II.

Early voting by personal appearance will be conducted at the Wimberley Community Center, 14068 Ranch Rd. 12, Wimberley, Texas, on the following dates:

Friday, October 19, 2015	8:00 a.m. to 5:00 p.m.
Saturday, October 20, 2015	7:00 a.m. to 7:00 p.m.
Sunday, October 21, 2015	1:00 p.m. to 6:00 p.m.
Monday-Friday, October 22-30, 2015	7:00 a.m. to 7:00 p.m.

Section III.

Applications for ballot by mail shall be mailed to:

Joyce A. Cowan
Elections Administrator- Hays County
712 South Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

Applications for ballot by mail must be received no later than the close of business on **October 23, 2015.**

Section IV.

The location of the polling place for the November 3, 2015, election shall be the Wimberley Community Center, 14068 Ranch Rd. 12, Wimberley, Texas. The polling place shall be kept open from seven o'clock (7) a.m. until seven o'clock (7) p.m. on November 3, 2015, and due returns shall be made to the City Council showing the number of votes cast for each candidate for membership on the City Council.

Section V.

The Hays County Elections Administrator shall perform the duties prescribed in the contract for Election Services, including: recommend or appoint a Presiding and Alternate Presiding Judge; recruit, appoint, and train the judges and clerks; procure and distribute election supplies; procure, prepare, and distribute election equipment; transport equipment to and from the polling places, and issue election supplies to the precinct judges; supervise the conduct of early voting and supply deputy early voting clerks; and tabulate the ballots and provide the City the results of the election.

Section VI.

Notice of said elections shall be given by: 1) publishing notice of the elections, in English and Spanish, at least once, not earlier than the 30th day nor later than the 10th day before election day, in a newspaper of general circulation in the said City; and 2) not later than the 21st day before election day, by posting notice of the elections, in English and Spanish, on the City's bulletin board used for posting notices of the meetings of the City Council.

Section VII.

The way and manner of holding said elections, the notice to be given therefore, the polling places, the personnel and the officers who are to hold same, and all details connected with the holding of the elections shall be arranged by the City Manager in conjunction with the County Elections Administrator. Any omission or irregularity in the notice of elections or in the publication or posting of the notice of elections, or in the signing of same, shall not in any way affect or invalidate such elections.

Section VIII.

It is hereby officially found and determined that the meeting at which this ordinance was adopted and said election was called was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

Section IX.

This ordinance and election order shall take effect and be in full force and effect from and after the date of its passage, and it is so ordained.

PASSED AND ADOPTED this, the 13th day of August, 2014, at a regular public meeting of the City Council of the City of Woodcreek.

Michael T. Steinert, Mayor
City of Woodcreek, Texas

ATTEST:

John Sone, City Manager
City of Woodcreek, Texas

APPROVED AS TO FORM:
Bojorquez Law Firm, PC

STATE OF TEXAS }
 } **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HAYS }
KNOW ALL PERSONS BY THESE PRESENTS:

THIS CONTRACT, made this ___ day of _____, 2015, by and between the City of Woodcreek (the “**CITY**”), a political subdivision located in Hays County, Texas, and the Hays County Elections Officer, (the “**OFFICER**”). The City and the Officer are sometimes hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Officer and the City, both of which are situated in Hays County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Woodcreek General Elections, to be held each November ballot (the “election”);

WHEREAS, the Officer and the City have determined that it is in the public interest for future election services to be provided by the Officer to the City on an annual basis; and

WHEREAS, the City and the Officer have determined that it is in the public interest of the inhabitants of the City that the following contract be made and entered into for the purpose of having the Officer furnish to the City certain election services and equipment needed for the City’s election.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. OFFICER’S DUTIES AND SERVICES. The Officer agrees to undertake certain responsibilities and perform the following services for the City in connection with the election in accordance with applicable state law:

1. Prepare lists of persons to recommend for appointment as presiding election judges and alternate judges; recruit, appoint, and train the judges and clerks; and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
3. Assemble and edit lists of eligible registered voters to be used in conducting the election, in conformity with the City’s boundaries, single member districts, as appropriate, and election precincts established for the election.
4. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.

5. Supervise the conduct of early voting and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the City who are responsible for holding the election.
7. Tabulate the ballots and provide the City the results of the election.
8. Perform other incidental related services as may be necessary to effectuate the election.
9. Remit to the City a detailed listing of expenses incurred to conduct the election for payment within the time period set forth in Article 4 (Cost of Services).
10. Perform a criminal background check on all employees, including temporary workers who are engaged in pre-election programming, testing and preparing of the voting system equipment for Early Voting and Election Day for the CITY, and determine there are no findings that would prevent the employees from performing their assigned duties.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. CITY'S DUTIES AND SERVICES. The City agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the Officer as soon as possible, but not later than legally required before the election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents for the City's election into Spanish.
5. Pay any additional costs incurred by the Officer if a recount for said election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Officer.

Article 3. ADMINISTRATION. The Officer will be responsible for administering this Agreement and coordinating with the City to assure the election is held in compliance with the Texas Election Code and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the Officer, or her designee, and the contact person and representative for the City is the City Administrator, or his or her designee.

Article 4. COST OF SERVICES. The City shall reimburse the Officer for all expenses incurred for the City election conducted by the Officer, including a runoff election that may be required, and, in addition, the City shall pay an administrative fee of **10%** of the total cost of that election, as billed to the City by the Officer. An itemized list of estimated election expenses is attached as Exhibit A and incorporated by reference for all purposes. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the Officer shall submit a statement to the City listing all of the expenses and the administrative fee. The City shall pay the total amount within 45 days of the election.

Article 5. CANCELLATION OF ELECTION. If the City cancels the election pursuant to Section 2.053, Texas Election Code, the Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50.00. The Officer shall submit an invoice for such expenses (properly supported with an itemized list of expenses) as soon as reasonably possible after the cancellation and the City shall make payment therefore in a manner similar to that set forth in Article 4 above. The Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the City authorizes such major costs in writing.

Article 6. LIABILITY. The City shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by the City to the extent that any such repairs are not covered under the vendor's warranty. The City shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of the City.

Article 7. GENERAL CONDITIONS. The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the election is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.
2. The Officer may assign deputies to perform any of the contracted services.
3. The Officer may contract with third persons for election services and supplies.

4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

Article 8. CONTINUATION OF AGREEMENT. The Parties to this Agreement further agree that this Agreement shall renew for General City Elections to be conducted during each November ballot unless either Party gives written notice to the other Party at least one hundred twenty (120) days prior to the date of the election that this Agreement is cancelled.

Article 9. MISCELLANEOUS. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the City or the Officer, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Officer waive any defenses whatsoever, including, but not limited to, governmental immunity.

Article 10. NOTICE. Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
 Elections Administrator
 712 S. Stagecoach Trail, Suite 1045
 San Marcos, TX 78666-9914.

Mayor
 City of Woodcreek
 41 Champions Circle
 Woodcreek, Texas 78676-3327

SIGNED AND AGREED UPON THIS THE ____ DAY OF _____, 2015.

Hays County Elections Administrator

City of Woodcreek

JOYCE A. COWAN

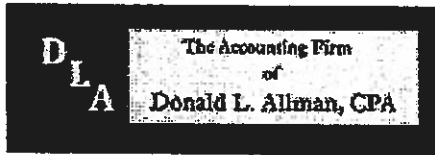
MICHAEL T. STEINERT, MAYOR

ATTEST: _____
John W. Sone, City Manager

ALG-CL-1.3: Audit Engagement Letter—Yellow Book

AUG 07 2015

CITY OF WOODCREEK



Donald Allman, CPA, PC
 205 East University Ave., Ste. 165
 Georgetown, Texas 78626
 Email: dallman@donallmancpa.com

 CERTIFIED PUBLIC ACCOUNTANT

July 22, 2015

To the Mayor and Members of the City Council and Mr. John Sone, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Woodcreek, TX for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Woodcreek, TX as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Woodcreek, Tx's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Woodcreek, Tx's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget to Actual Comparison
- 3) Schedule of Funding Progress

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Woodcreek, Tx and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Woodcreek, TX's financial statements. Our report will be addressed to the Mayor and City Council and City Manager of Woodcreek, TX. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government*

Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Woodcreek, TX is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Woodcreek, TX's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Woodcreek, TX in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Woodcreek, TX; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donald L. Allman, CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Hays County or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald L. Allman, CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

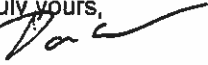
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Hays County. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 15, 2015 and to issue our reports no later than March 15, 2016. Donald L. Allman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Woodcreek, TX and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Donald L. Allman, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Woodcreek, TX.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

City Manager

From: Ollis, Endi <endi.ollis@dir.texas.gov>
Sent: Thursday, July 23, 2015 11:16 AM
To: manager@cityofwoodcreek.com
Subject: RE: Texas.gov Domain Name for Cities

Hi John,

Please forgive my late reply. I am working on getting all the information for you to begin the process. The streamlining of our registration process is still in progress. However, I do have confirmation that we will accommodate your request for a .texas.gov domain name.

I will be in touch soon with next steps.

Thanks!

Endi Silva Ollis

Policy Analyst, State Strategic Plan Lead
Technology Planning, Policy and Governance
Texas Department of Information Resources
512-463-8827

From: City Manager [mailto:manager@cityofwoodcreek.com]
Sent: Monday, July 20, 2015 1:45 PM
To: Ollis, Endi
Subject: RE: Texas.gov Domain Name for Cities

Endi, do you think municipal domain registration may be available before our commercial domain expires in September?

Best,

John

John Sone, MPA
City Manager
City of Woodcreek
O-512.847.9390
manager@cityofwoodcreek.com

From: Ollis, Endi [mailto:endi.ollis@dir.texas.gov]
Sent: Tuesday, June 02, 2015 1:25 PM
To: manager@cityofwoodcreek.com
Cc: Hujar, Deborah; Pate, Ellen
Subject: Texas.gov Domain Name for Cities

Hello John,

I received your inquiry regarding the texas.gov domain name registration for counties. DIR has completed the pilot phase for counties and has decided to open the domain to municipalities. In order to do this, we have been working to streamline the registration process for future state agency, county, and city customers. We anticipate the new form will be available within the next month or so on DIR's website.

I will contact you as soon as the domain registration is available so that Woodcreek can be one of the first municipalities to go through the new process.

Thank you again for your interest,

Endi Silva Ollis

Policy Analyst, State Strategic Plan Lead

Technology Planning, Policy and Governance

Texas Department of Information Resources

512-463-8827

ORDINANCE NO. 15-210

CITY OF WOODCREEK

AN ORDINANCE OF THE CITY OF WOODCREEK, TEXAS AMENDING THE CURRENT 2014-2015 FISCAL YEAR BUDGET; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The 2014-2015 Fiscal Year Budget of the City of Woodcreek, Texas, Ordinance 14-203, as modified by Ordinance 15-205 (Budget Amendment #1) is hereby amended in the following manner:

The attached budget amendment reflects projected increases in franchise and development revenue, and interest income. Increased allocations are made for travel, audit expenses, codification, contract labor, engineering, deer removal, outdoor beautification, tree trimming, and building inspections. The total budget amendment allocation amount does not exceed projected receipts of revenue.

SECTION II.

The invalidity of any part of this Ordinance shall not invalidate any other part thereof. The terms and provisions of this Ordinance shall be deemed to be severable, and if any section, subsection, sentence, clause or phrase of this Ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Ordinance.

SECTION III.

This Ordinance shall be effective immediately upon its enactment by the City Council of the City of Woodcreek, Texas.

PASSED AND APPROVED this, the 12th day of August, 2015, by a vote of _ (ayes) to _ (nays) with _ abstentions of the City Council of Woodcreek, Texas.

CITY OF WOODCREEK:

By: _____
Mayor Michael T. Steinert

ATTEST:

John Sone, City Manager

APPROVED AS TO FORM:
Bojorquez Law Firm, PC

City of Woodcreek
2014-2015 Budget Amendment #2 (BA 2)

	BA 1	BA 2	Increase/ (Decrease)
Revenues:			
Ad Valorem Tax	190,000	192,000	2,000
State Sales Tax	50,000	35,000	(15,000)
Mixed Beverage Tax & Fees	400	555	155
PEC Franchise Fee	31,000	29,836	(1,164)
Time Warner Franchise Fee	20,000	26,057	6,057
AquaTexas Franchise	82,000	83,403	1,403
IESI Franchise Fee	9,500	13,172	3,672
Telephone Franchise Fee	1,500	1,000	(500)
QuickSand Franchise Revenue	500	500	0
Development Revenue	8,000	26,000	18,000
Engineering Reimbursement	-	115	115
Legal Reimbursement	-	-	0
Interest Income	1,500	2,100	600
Other Revenue	1,000	100	(900)
Municipal Court Revenue	1,000	1,265	265
Oak Wilt Containment	-	-	0
Donations	-	5,145	5,145
Total Gen Fund Revenues	396,400	416,248	19,848

Expenditures:

Salaries and Wages	83,000	83,000	0
Payroll Tax	7,200	7,200	0
Travel Reimbursement	3,000	3,150	150
Retirement	2,400	2,900	500
Direct Deposit Expense	120	120	0
Personnel Services	95,600	96,250	650
City Hall Maintenance/Repairs	3,500	3,500	0
IT & Radio	5,000	5,000	0
Newsletter	1,100	1,100	0
Office Supplies	3,500	3,500	0
Postage & Shipping	1,500	1,500	0
Printing & Reproduction	2,500	2,500	0
Storage Rental	1,000	1,000	0
Office Expenses	18,100	18,100	0
Audit Expenses	6,500	6,600	100
Codification	1,300	1,814	514
Contract Labor	7,000	7,200	200
Engineering	2,500	5,000	2,500
Legal Expenses	25,000	38,000	13,000
Professional Services	42,300	58,614	16,314
Deer Removal	1,500	1,800	300
Mowing	4,800	4,800	0
Oak Wilt Containment	4,000	4,000	0
Outdoor Beautification	12,000	16,000	4,000
ROW Tree Trimming	3,500	16,600	13,100
Street Maintenance	137,110	50,000	(87,110)
Street Signs	3,900	3,900	0
Tree Limb Pick-Up	3,355	3,355	0
Area Care/Maintenance	170,165	100,455	(69,710)

	BA 1	BA 2	Increase/ (Decrease)
Ad Valorem Tax Expense	2,000	2,000	0
Building Inspections	3,000	5,500	2,500
Code Compliance	7,300	2,000	(5,300)
Dues & Memberships	1,250	1,250	0
Election Expense	-	-	0
Meeting Expense	2,000	1,600	(400)
Public Notices	1,000	1,000	0
Training and Prof Development	1,000	1,000	0
Other Operating Expenses	17,550	14,350	(3,200)
City Hall Utilities	3,000	3,000	0
Telephone & Internet	3,000	3,000	0
Outdoor Utilities	4,000	4,000	0
Utilities	10,000	10,000	0
TML Insurance	2,618	2,618	0
Insurance	2,618	2,618	0
MC Judge	3,400	3,400	0
Misc. Court Costs	1,500	1,500	0
Prosecutor	2,500	2,500	0
State Comptroller Costs	1,000	1,000	0
Supplies	200	200	0
Traffic Enforcement	28,340	28,340	0
Municipal Court Costs	36,940	36,940	0
Contingency Reserve	3,127	78,921	75,794
Total Expenses	393,273	337,327	(55,946)
Over / (Under) Revenues	(3,127)	(78,921)	

ORDINANCE NO. 15-209

CITY OF WOODCREEK, TEXAS

AMENDMENT TO CHAPTER 153 OF THE CODE OF ORDINANCES
(FLOOD DAMAGE PREVENTION)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WOODCREEK AT TITLE XV ("LAND USE") CHAPTER 153 ("FLOOD DAMAGE PREVENTION") BY DESIGNATING THE CITY ADMINISTRATOR/MANAGER AS FLOODPLAIN ADMINISTRATOR, AND MAKING FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, AN EFFECTIVE DATE, AND A PENALTY CLAUSE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Woodcreek finds that the restrictions and amendments imposed by this Ordinance are characterized as reasonable, necessary, and proper for the good government of the City of Woodcreek.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Woodcreek, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 153 ("Flood ") of the Code of Ordinances of the City of Woodcreek is hereby amended so as to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby authorized and directed to record and publish the language of Chapter 70, as amended by this Ordinance, in the City's Code of Ordinances.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately.

PASSED & APPROVED this, the 12th day of August, 2015, by a vote of _ (*ayes*) to _ (*nays*) and _ (*abstentions*) of the City Council of Woodcreek, Texas.

CITY OF WOODCREEK:

by: _____
Mayor Michael T. Steinert

ATTEST:

John W. Sone, City Manager

APPROVED AS TO FORM:
Bojorquez Law Firm, PC

Attachment "A"

City of Woodcreek

CODE OF ORDINANCES

CHAPTER 153: FLOOD DAMAGE PREVENTION

§ 153.25 FLOODPLAIN ADMINISTRATOR; DUTIES AND RESPONSIBILITIES.

(A) ~~The City Administrator/Manager Chairperson of the Planning and Zoning Commission~~ is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 C.F.R. (National Flood Insurance Program Regulations) pertaining to floodplain management.

(B) Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;

(2) Review permit application to determine whether proposed building site will be reasonably safe from flooding;

(3) Review, approve or deny all applications for development permits required by adoption of this chapter;

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1344) from which prior approval is required;

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation;

(6) Notify, in riverine flooding emergency situations, adjacent communities and the Division of Emergency Management, State Department of Public Safety; in all other instances, notify the state Coordinating Agency, which is the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency;

(7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

(8) When base flood elevation data has been provided in accordance with § 153.07 of this chapter, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of §§ 153.40 through 153.44 of this chapter;

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect on the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community; and

(10) Under the provisions of 44 C.F.R. Ch. 1, § 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than one foot; provided that, the community first applies for a conditional FIRM revision through FEMA.

ORDINANCE NO. 15-20Y

CITY OF WOODCREEK, TEXAS

AMENDMENT TO CHAPTER 32 OF THE CODE OF ORDINANCES
(FINANCE AND REVENUE; TAXATION)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WOODCREEK AT TITLE III (“ADMINISTRATION”) CHAPTER 32 (“FINANCE AND REVENUE; TAXATION”) BY ESTABLISHING A MUNICIPAL CAPITAL IMPROVEMENTS FUND, AND MAKING FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Woodcreek finds that the restrictions and amendments imposed by this Ordinance are characterized as reasonable, necessary, and proper for the good government of the City of Woodcreek.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Woodcreek, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 32 (“Finance and Revenue; Taxation”) of the Code of Ordinances of the City of Woodcreek is hereby amended so as to add Section 32.32 at *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby authorized and directed to record and publish the language of Chapter 70, as amended by this Ordinance, in the City's Code of Ordinances.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately.

PASSED & APPROVED this, the 12th day of August, 2015, by a vote of _ (*ayes*) to _ (*nays*) and _ (*abstentions*) of the City Council of Woodcreek, Texas.

CITY OF WOODCREEK:

by: _____
Mayor Michael T. Steinert

ATTEST:

John W. Sone, City Manager

APPROVED AS TO FORM:
Bojorquez Law Firm, PC

Attachment "A"

City of Woodcreek

CODE OF ORDINANCES

CHAPTER 32: FINANCE AND REVENUE; TAXATION

§ 32.32 MUNICIPAL CAPITAL IMPROVEMENTS FUND.

(A) *Establishment of Municipal Capital Improvements Fund.* There is established and created a capital project fund in the finances of the city to be designated as the municipal capital improvements fund.

(B) *Authorized Revenues.* The municipal capital improvements fund shall receive and have appropriated to it all grants for capital improvement projects and such transfers as from time to time the City Council may elect to disburse from unrestricted funds.

(C) *Authorized Expenditures.* The municipal capital improvements fund shall be utilized by the city for local capital improvements approved by the City Council, including parks, buildings, parking lots, street construction, drainage, stormwater management, and street reconstruction and resurfacing.

(Ord. No. 15-20Y)

- \$10,000 - \$24,999.99		10,000.00	.25	.25
- \$25,000 - \$49,999.99		25,000.00	.50	.50
- \$50,000 & Over		50,000.00	.75	.75
Business Money Market	1,000.00			
- \$1,000 - \$4,999.99		1,000.00	.25	.25
- \$5,000 - \$24,999.99		5,000.00	.25	.25
- \$25,000 - \$49,999.99		25,000.00	.50	.50
- \$50,000 - \$100,000		50,000.00	.75	.75
- \$100,000 - \$199,999.99		100,000.00	.75	.75
- \$200,000 - \$399,999.99		200,000.00	.75	.75
Business Super Saver MMA ^d	2,500.00			
- \$2,500.00 - \$24,999.99		2,500.00	.25	.25
- \$25,000.00 - \$500,000.99		25,000.00	.75	.75
- \$500,001.00 & over		500,001.00	.75	.75
Business Savings	100.00		.50	.50

Certificates of Deposit ^a	Minimum Opening Deposit	Minimum Balance to Earn Interest	Rate	Annual Percentage Yield
90 Day CD	1,000.00		.50	.50
180 Days CD	1,000.00		.75	.75
12 Months CD	1,000.00		.95	.95
18 Months CD	1,000.00		1.05	1.05
24 Months CD	1,000.00		1.20	1.20

Individual Retirement Accounts ^a	Minimum Opening Deposit	Minimum Balance to Earn Interest	Rate	Annual Percentage Yield
90 Day IRA	500.00		.50	.50
180 Days IRA	500.00		.75	.75
12 Months IRA	500.00		.95	.95
18 Months IRA	500.00		1.05	1.05
24 Months IRA	500.00		1.20	1.20
60 Months IRA	500.00		1.75	1.75

- a) A penalty may be imposed for early withdrawal
- b) The interest rate and annual percentage yield may change after account opening.
- c) Daily Balance is the amount of the principal in the account each day.
- d) Limit one Super Saver Money Market account per household, or business EIN (Employer Identification Number)

Fees could reduce earnings on the account.
Interest Rates and Annual Percentage Yields are current as of the date referenced above.
For current rate information call phone number referenced on page 1.

Member

FDIC

Attachment "A"

City of Woodcreek

CODE OF ORDINANCES

TITLE XV: LAND USAGE

CHAPTER 156: ZONING

General Requirements and Limitations

§ 156.029 PARKING.

Parking of automobiles, trucks, buses, trailers, mobile homes, recreational or commercial vehicles on publicly-owned rights-of-way, park or greenbelt is prohibited except under the following conditions:

(A) Parallel parking of personal automobiles and trucks will be allowed along the street right-of-way in front of a residential property if the vehicles are pulled off the street pavement (all tires must be off the pavement), no part of the vehicle projects out over the pavement, and the grass has been mowed to a height of less than 4 inches.

(B) Residential property owners may elect to surface the parallel parking space in the right-of-way with a pervious cover, such as gravel or crushed granite. This area must be maintained and free of any vegetation, including weeds and grass.

(C) Parking on rights-of-way allowed by this section is prohibited between the hours of 2:00 a.m. and 6:00 a.m.

(D) Parking on rights-of-way allowed by this section is restricted to the owners and occupants of the property abutting the parking space, their guests, and any neighbor as such owners and occupants may specifically grant permission to.

(E) Owners of residential properties with existing parking areas in front and along the street right-of-way at the time this ordinance becomes effective will have 12 months to bring the area into compliance with this section or remove said parking area.

(F) The city will notify all residents that will be affected by this clause.

For discussion only, and possible referral to P&Z for a recommendation.

Commented [IP1]: If the City will bear the burden of this notification, it would be more efficient to notify all property owners. An alternative would be to place the burden on the owners - Mr. Sone's suggested recommended language can be considered (*I have modified in slightly*): "Residential property owners with such existing parking areas in the right of way in front of their property must report said area to the City on the prescribed form to qualify for the 12 month waiver of enforcement."

Commented [IP2]: What will be the method of notice to all? Does the City have a complete inventory of all the properties that will be affected, or is the intent to conduct a thorough survey before notification? If not, some people will not be notified and that could hinder enforcement of this amended ordinance.

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Attachment "A"

City of Woodcreek

CODE OF ORDINANCES

TITLE XV: LAND USAGE

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Modified Draft of Revision Presented Feb. 2, 2015 by Golf Course Fence
Subcommittee of P & Z with Administrative Review
With Mayor Pro Tem Britner edits

§ 156.058 FENCES.

(A) No wall, fence, planter or hedge in excess of two feet high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on corner lots nearer to the street side lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six feet high.

(B) No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways and within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots. No wall, planter, hedge or other improvement or object shall be constructed or permitted nearer than twenty-five (25) feet to an exterior lot line bordering the golf course. A fence may be constructed within said twenty five (25) feet of the golf course easement when:

- (1) The landowner submits a City of Woodcreek application to the easement holder. The application must include a description of the fence including an image (ex. photo, picture, drawing), specifications for materials and a survey of the lot with proposed fence indicated – only fences which appear to be black metal wrought iron of a design acceptable to the easement holder will be approved. By submitting an application, the applicant agrees that approval by the easement holder is on a case by case basis at the discretion of the easement holder and approval of any one application does not imply or infer approval of any other application.
- (2) The easement holder signifies approval on the application and provides a written recordable instrument granting landowner permission to construct said fence within their easement-, subject to subparagraph (D) below.
- (3) Upon presentation of said document, the completed application and the permit application fee, a permit may be issued by the City of Woodcreek to the landowner.

(C) Principal architectural appearance of all fences should be are of wood or wrought iron, ~~with the exception noted in (B)(1) above.~~ Fences provided that fences within the golf course property easement must have an appearance of ~~wrought~~ black wrought iron, as provided in subsection (B)(1) above. Fencing materials not allowed anywhere are chain link, hog wire, barbed wire, mesh netting, rolled picket or similar materials, except that, small-animal metal fencing may be used if its support structure and principal architectural appearance are of wood or wrought iron. **SMALL-ANIMAL FENCING** means metal fencing with opening spacing between the wires measuring approximately two inches by three inches. Wire thickness shall not exceed 0.1 inch.-A fence permit is required to construct any fence.

(D) Should a non-conforming fence or non-conforming portion of a fence, including any fence constructed in the golf course easement, be damaged by any means to an extent of more than 50% of its replacement cost at the time of destruction, it shall not be reconstructed, except in conformity with this chapter.

(Ord. 00-65N, passed 6-1-2005) Penalty, see § 156.999

Modified Draft of Revision Presented Feb. 2, 2015
by the Golf Course Fence Subcommittee of P & Z
with Mayor Pro Tem Britner and Mayor Steinert edits

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- (2) The easement holder signifies approval on the application and provides a written recordable instrument granting landowner permission to construct said fence within their easement, subject to subparagraph (D) below.
- (3) The city shall advise all owners of golf course lots within the applicable section of the request of the proposed fence application requesting that they approve or oppose said application.
- (4) Upon approval by 2/3 of the property owners in that section and presentation of the leaseholder's letter of approval shall be submitted along with the completed application to the Planning and Zoning Commission for their consideration.
- (5) Upon approval by the Planning and Zoning Commission and submittal of the above documents accompanied by the permit application fee, a permit may be issued by the City of Woodcreek to the landowner.

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