AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
AUGUST 17, 2023 AT 5:30 PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/112333397

You can also dial in using your phone.
United States: +1 (786) 535-3211

Access Code: 112-333-397

CALL TO ORDER, CALL OF ROLL

Ed Tidwell, Mayor
Paul Prince, Mayor Pro-Tem
Gage Hunt, Council Member
Kevin Sullivan, Council Member
Rob Durbin, Council Member
Chelaine Marion, Council Member
Paul Roberts, Council Member

EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
B. Consultation with Legal Counsel concerning compliance with the Open Meetings Act and the City of Lago Vista Social Media Policy. (Government Code Section 551.071)

ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
B. Consultation with Legal Counsel concerning compliance with the Open Meetings Act and the City of Lago Vista Social Media Policy. (Government Code Section 551.071)

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing

(other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 6:30 p.m.

Citizen Participation Registration Form

ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

a. Expression of thanks, gratitude, and condolences.
b. Information regarding holiday schedules.
c. Recognition of individuals, i.e. Proclamations.
d. Reminders regarding City Council events.
e. Reminders regarding community events.
f. Health and safety announcements.

STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City staff.

2. Routine Reports from City Council Board/Commission/Committee Liaisons.

WORK SESSION

3. Discussion of composition of advisory committee members to the Comprehensive Plan Advisory Committee (CPAC).

4. Discuss fiscal year 2023-2024 proposed annual budget.

APPROVAL OF THE MINUTES

5. Consider approval of the August 3, 2023, meeting minutes.

ACTION ITEMS

6. Discussion, consideration and possible action adopting a resolution accepting a petition for creation of the Turnback Ranch Public Improvement District; setting a public hearing under Sec. 372.009 of the Texas Local Government Code on the advisability of the creation of the Turnback Ranch Public Improvement District within the City of Lago Vista, Texas; and authorizing the issuance of notice by the City Secretary of Lago Vista, Texas regarding the public hearing.

7. Discussion, consideration and action on third amendment to Restated Development Agreement for Tessera on Lake Travis.

8. Discussion, consideration, and possible action authorizing the City Manager to execute a professional services agreement with Freese & Nichols in the amount of $438,830 for engineering design, and construction management of effluent pond #17's liner rehab and an expansion of the City's third effluent pond.

9. Discussion, consideration, and possible action on the implementation of water shortage conditions provided in Sec. 13.1105 of the Code of Ordinances and the initiation of a new drought response stage.

ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board located at all times in City Hall in said City at 6:50 p.m. on the 10th day of August 2023.

_____

Lucy Aldrich, City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.001 ET SEQ. AT ANY TIME DURING THE MEETING THE COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION ON ANY OF THE ABOVE POSTED AGENDA ITEMS IN ACCORDANCE WITH THE SECTIONS 551.071, 551.072, 551.073, 551.074, 551.075 OR 551.076.

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT, AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.

AGENDA ITEM NO. 1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Routine Reports from City staff.

FINANCIAL IMPACT: N/A

AGENDA ITEM NO. 2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 17, 2023
SUBMITTED BY:	Lucy Aldrich, City Secretary
SUBJECT:	Routine Reports from City Council Board/Commission/Committee Liaisons.
FINANCIAL IMPACT:	N/A

AGENDA ITEM NO. 3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion of composition of advisory committee members to the Comprehensive Plan Advisory Committee (CPAC).

BACKGROUND: On May 4, 2023, the City Council discussed the scope of work pertaining the the Comprehensive Plan Update. It was during that discussion that Council began commenting on who and how many individuals needed to make up the Comprehensive Plan Advisory Committee (CPAC). During the July 6, 2023, City Council Meeting, Council discussed the Halff contract for professional services and directed staff to advertise for participants on the CPAC. Applications were solicited and received. The City Manager is seeking input regarding the selection procedure before placing appointment on a Council agenda in the near future.

FINDINGS: Staff is looking for direction from Council on community representation and how many to appoint.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
CPAC portion of scope.pdf

PHASE TWO: COMMUNITY ENGAGEMENT

The following community engagement tasks are related to both the comprehensive plan and the parks master plan. Combining the engagement is of cost-savings to the City and leads to better engagement with the community. The entire engagement process will be led by the Public Engagement Plan, which is developed on Phase One of the project. This will be further outlined in the Public Engagement Plan.

Task 2.1 | City Council Interviews

- **Purpose** – Halff will conduct individual 1-hour virtual or in-person interviews with all City Council members and Mayor (seven total) during the beginning phase of the project. These interviews are viewed as an opportunity to identify specific concerns individual members of the city council has pertaining to development characteristics within the community and big ideas, they have for the future of Lago Vista.

Task 2.2 | Advisory Committee

- **Purpose** – The purpose of the advisory committee will be to guide the planning efforts and plan development. The committee will serve as a sounding board to Halff and City staff, while being representative of the community and their desires.
- **Committee Structure** – As this committee will serve as a guiding voice for the plan and future of Lago Vista, Halff suggests the members of the committee have a balance of demographics in terms of age, tenure in Lago Vista, race, gender, etc. to reflect an accurate representation of current and future community members. The suggested composition for the committee is 15 members and should include representatives from the following groups.
    - One (1) City Council member and/or one (1) P&Z member
    - Two (2) members from the Parks and Recreation Advisory Committee
    - Large property owners
    - Major employers
    - School district representative
    - Community groups and organizations
    - Real estate professionals
    - Developers and builders
    - General residents and others with an invested interested in Lago Vista's city-wide growth and development
- **Meetings** – The committee will meet up to four (4) times, as follows, with specific dates and times determined with the PEP. Meeting topics may follow the outline below or change as needed.
    - *Meeting #1 – Visioning and Kick-Off*
    - *Meeting #2 – Preliminary Recommendations*
    - *Meeting #3 – Draft Plan Review*
    - *Meeting #4 – Revised Draft Review*

AGENDA ITEM NO. 4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discuss fiscal year 2023-2024 proposed annual budget.

BACKGROUND: The City Council met on July 20, 2023 and August 3, 2023, to discuss budget considerations for the FY2023 - 2024. These discussions provided staff valuable information regarding possible expenditures for next fiscal year's budget.

During the August 3rd meeting, each Council Member provided comment on the budget. Staff has made some changes to the budget based on Council discussion and some items that were not included in the first draft. A list of those changes is noted below.

- Non Departmental Fund - City Hall and Library Concept Design increased to $250,000
- HOT Fund - Expenditure of $60,000 for the digital marque signage on Lohman Ford
- Economic Development - The Village 380 Rebate for $5,000
- Aviation Fund - Increased Revenue to $300,000 and decreased Expenditure to $300,000
- Golf Course Maintenance Fund - Golf Course Equipment Lease for $12,226; this is an annual lease
- Water Services - Removed Chevy 2500 $60,000 and added Mini Excavator for $61,000
- Water Services - Reduced Chevy 2500 Vehicle from $67,000 to $60,000. This was a vehicle that was programmed for this current fiscal year that will not arrive till FY 2024-2025

FINDINGS: The City Manager presented a balanced budget to the City Council on August 3, 2023.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

ATTACHMENTS:
Proposed FY 2023-2024 Budget with CIP.pdf

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
General Fund 10								
Beginning Fund Balance	$ 4,825,169	$ 5,216,638	$ 7,013,566	$ -	$ 7,013,566	$ -	$ -	$ 8,141,450
Revenues	$ 9,917,502	$ 11,074,039	$ 15,479,965	$ 8,953,899	$ 12,113,185	$ 12,396,088	$ 100,000	$ 12,496,088
Transfer from Utility Fund	$ 1,600,000	$ 1,600,000	$ 2,059,643	$ 1,029,822	$ 2,059,643	$ 2,059,643	$ -	$ 2,059,643
Expenditures:								
Administration	$ 1,339,571	$ 292,410	$ 1,021,331	$ 292,196	$ 471,903	$ 468,282	$ -	$ 468,282
Non Department Budget	$ 59,451	$ 148,852	$ 3,023,793	$ 86,528	$ 159,700	$ 77,500	$ 561,700	$ 639,200
Development Services	$ 830,780	$ 887,059	$ 1,284,256	$ 499,103	$ 1,031,074	$ 1,068,379	$ 68,750	$ 1,137,129
Finance	$ 250,398	$ 297,442	$ 666,969	$ 208,328	$ 472,154	$ 630,183	$ -	$ 630,183
Human Resources	$ 129,717	$ 154,901	$ 180,222	$ 88,338	$ 192,091	$ 188,126	$ -	$ 188,126
Municipal Court	$ 160,319	$ 174,734	$ 229,787	$ 102,899	$ 205,154	$ 225,203	$ -	$ 225,203
City Secretary	$ 112,970	$ 121,025	$ 152,281	$ 68,127	$ 123,411	$ 145,190	$ -	$ 145,190
Economic Development	$ 223,685	$ 285,912	$ 308,823	$ 123,790	$ 266,380	$ 278,251	$ -	$ 278,251
Legal	$ 209,193	$ 220,520	$ 404,553	$ 212,420	$ 464,875	$ 405,000	$ -	$ 405,000
Police Department	$ 2,157,689	$ 2,206,654	$ 2,853,672	$ 1,291,486	$ 2,825,084	$ 3,000,276	$ 275,565	$ 3,275,841
Police Dispatch	$ 395,798	$ 379,447	$ 522,647	$ 258,161	$ 497,634	$ 549,311	$ 80,579	$ 629,890
Street Department	$ 1,357,625	$ 3,049,644	$ 4,122,172	$ 1,176,433	$ 2,071,410	$ 1,550,034	$ 12,752	$ 1,562,786
Solid Waste	$ 945,197	$ 993,482	$ 1,431,738	$ 520,423	$ 1,050,527	$ 1,228,371	$ -	$ 1,228,371
Building Maintenance	$ 99,814	$ 34,508	$ 56,100	$ 17,874	$ 35,200	$ 49,600	$ -	$ 49,600
Parks & Recreation	$ 358,655	$ 404,206	$ 448,325	$ 213,192	$ 416,975	$ 446,563	$ 90,342	$ 536,905
Aquatics	$ 102,074	$ 156,283	$ 114,746	$ 6,827	$ 128,995	$ 135,850	$ -	$ 135,850
Library	$ 197,501	$ 215,208	$ 266,269	$ 134,006	$ 282,687	$ 346,807	$ -	$ 346,807
City Council Members	$ 249,385	$ 14,266	$ 36,500	$ 33,181	$ 42,500	$ 25,500	$ -	$ 25,500
General Fund Information Techn	$ -	$ -	$ 725,504	$ 322,928	$ 680,057	$ 717,223	$ 90,000	$ 807,223
Transfer to CIP	$ 1,943,167	$ 407,000	$ 948,000	$ -	$ 948,000	$ -	$ -	$ -
Transfer to LVGC	$ 150,000	$ 438,694	$ 973,926	$ -	$ 679,133	$ 1,064,706	$ -	$ 1,064,706

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5% COLA Rate Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Salary Market Adjustment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Total Expenses	$ 11,272,989	$ 10,882,248	$ 19,771,614	$ 5,656,240	$ 13,044,944	$ 12,600,355	$ 1,179,688	$ 13,780,043
Surplus (deficit)	$ 244,513	$ 1,791,791	$ (2,232,006)	$ 4,327,481	$ 1,127,884	$ 1,855,376	$ (1,079,688)	$ 775,688
Adjustment/Match Audit Fund Ba	$ 146,956	$ 5,137	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 5,216,638	$ 7,013,566	$ 4,781,560	$ 4,327,481	$ 8,141,450	$ 1,855,376	$ (1,079,688)	$ 8,917,138
Aviation Fund 14								
Beginning Fund Balance	$ 1,623,616	$ 1,560,463	$ 1,490,427	$ -	$ 1,490,427	$ -	$ -	$ 1,446,034
Revenues	$ 354,134	$ 420,123	$ 465,689	$ 145,764	$ 334,857	$ 334,565	$ -	$ 334,565
Transfers In	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expenditures	$ 417,286	$ 490,805	$ 497,114	$ 135,081	$ 379,250	$ 387,711	$ -	$ 387,711
Surplus (deficit)	$ (63,152)	$ (70,682)	$ (31,425)	$ 10,683	$ (44,393)	$ (53,146)	$ -	$ (53,146)
Adjustment/Match Audit Fund Ba	$ (1)	$ 646	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 1,560,463	$ 1,490,427	$ 1,459,002	$ 10,683	$ 1,446,034	$ (53,146)	$ -	$ 1,392,888
Golf Course Fund 15								
Beginning Fund Balance	$ 2,046,842	$ 2,184,533	$ 2,338,123	$ -	$ 2,338,123	$ -	$ -	$ 2,338,123

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues	$ 930,084	$ 765,994	$ 780,000	$ 246,482	$ 551,787	$ 541,869	$ -	$ 541,869
LVGC Revenue	$ 930,084	$ 765,994	$ 780,000	$ 246,482	$ 551,787	$ 541,869	$ -	$ 541,869
Capital Contribution - Audit Entry	$ 232,845	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer from the General Fund	$ 150,000	$ 438,694	$ 973,926	$ -	$ 679,133	$ 1,064,706	$ -	$ 1,064,706
Expenditures:								
LVGC Pro Shop & Snack Bar	$ 475,811	$ 416,279	$ 673,130	$ 216,975	$ 459,912	$ 659,384	$ -	$ 659,384
LVGC Maintenance	$ 511,295	$ 445,959	$ 1,080,795	$ 328,615	$ 771,008	$ 947,190	$ -	$ 947,190
LVGC Depreciation	$ 188,397	$ 181,731	$ -	$ -	$ -	$ -		$ -
LVGC 5% COLA Rate Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LVGC Market Adjustment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HLGC Pro Shop & Snack Bar	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Golf Course Fund Total Expense	$ 1,175,412	$ 1,043,970	$ 1,753,925	$ 545,591	$ 1,230,920	$ 1,606,574	$ -	$ 1,606,574
Surplus (deficit)	$ 137,517	$ 160,719	$ 1	$ (299,109)	$ -	$ 1	$ -	$ 1
Adjustment/Match Audit Fund Ba	$ 194	$ (7,129)	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 2,184,553	$ 2,338,123	$ 2,338,124	$ (299,109)	$ 2,338,123	$ 1	$ 1	$ 2,338,124
Utility Fund 30								
Beginning Fund Balance	$ 4,895,448	$ 4,979,864	$ 13,669,661	$ -	$ 13,669,661	$ -	$ -	$ 15,621,443
Revenues	$ 10,273,492	$ 12,993,234	$ 12,565,354	$ 4,882,452	$ 10,003,603	$ 10,027,918	$ -	$ 10,027,918

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Expenditures:								
Utility Administration	$ 263,340	$ 227,773	$ 579,650	$ 189,595	$ 599,312	$ 449,948	$ -	$ 449,948
General Fund Transfer	$ 1,600,000	$ 1,600,000	$ 2,059,643	$ 1,029,822	$ 2,059,643	$ 2,059,643	$ -	$ 2,059,643
Transfer To Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utility Fund Information Technol	$ 436,195	$ 498,180	$ 96,268	$ 50,503	$ 89,767	$ 83,800	$ -	$ 83,800
Public Works Administration	$ 489,946	$ 426,826	$ 551,294	$ 155,590	$ 331,707	$ 628,592	$ 476,000	$ 1,104,592
Water Services	$ 1,979,046	$ 1,892,877	$ 3,052,858	$ 839,877	$ 2,158,296	$ 1,468,308	$ 149,633	$ 1,617,941
Water Plant Number One	$ 298,213	$ 449,353	$ 755,610	$ 189,246	$ 475,747	$ 802,740	$ 41,500	$ 844,240
Water Plant Number Three	$ 381,388	$ 450,176	$ 482,196	$ 230,548	$ 440,075	$ 639,385	$ 25,000	$ 664,385
Sewer Services	$ 885,751	$ 1,040,017	$ 1,104,493	$ 379,460	$ 844,689	$ 1,202,027	$ 14,176	$ 1,216,203
Waste Water Treatment Plant	$ 371,376	$ 422,000	$ 481,160	$ 222,804	$ 451,936	$ 555,176	$ -	$ 555,176
Effluent Disposal	$ 226,474	$ 279,846	$ 314,986	$ 138,555	$ 273,363	$ 383,359	$ 12,000	$ 395,359
Booster Pump Stations	$ 97,150	$ 109,704	$ 158,744	$ 84,489	$ 117,832	$ 135,634	$ 30,000	$ 165,634
Lift Stations	$ 163,658	$ 317,491	$ 255,723	$ 103,621	$ 209,454	$ 255,626	$ 1,434,400	$ 1,690,026
Transfer to CIP	$ 2,639,167	$ 217,000	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation	$ 1,883,532	$ 1,891,876	$ -	$ -	$ -	$ -	$ -	$ -
5% COLA Rate Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Market Adjustment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utility Fund Total Expenses	$ 11,715,236	$ 9,823,118	$ 9,892,625	$ 3,614,110	$ 8,051,821	$ 8,664,238	$ 2,182,709	$ 10,846,947
Surplus (deficit)	$ (1,441,744)	$ 3,170,116	$ 2,672,729	$ 1,268,342	$ 1,951,782	$ 1,363,680	$ (2,182,709)	$ (819,029)
Adjustment/Match Audit Fund Ba	$ 1,526,160	$ 5,519,681	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 4,979,864	$ 13,669,661	$ 16,342,390	$ 1,268,342	$ 15,621,443	$ 1,363,680	$ (2,182,709)	$ 14,802,414

TOTAL REVENUE:

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
GENERAL FUND	$ 11,517,502	$ 12,674,039	$ 17,539,608	$ 9,983,721	$ 14,172,828	$ 14,455,731	$ 100,000	$ 14,555,731
AVIATION FUND	$ 354,134	$ 420,123	$ 465,689	$ 145,764	$ 334,857	$ 334,565	$ -	$ 334,565
GOLF COURSE FUND	$ 1,080,084	$ 1,204,688	$ 1,753,926	$ 246,482	$ 1,230,920	$ 1,606,575	$ -	$ 1,606,575
UTILITY FUND	$ 10,273,492	$ 12,993,234	$ 12,565,354	$ 4,882,452	$ 10,003,603	$ 10,027,918	$ -	$ 10,027,918
TOTAL	$ 23,225,212	$ 27,292,083	$ 32,324,577	$ 15,258,418	$ 25,742,208	$ 26,424,789	$ 100,000	$ 26,524,789
TOTAL EXPENDITURES:								
GENERAL FUND	$ 11,272,989	$ 10,882,248	$ 19,771,614	$ 5,656,240	$ 13,044,944	$ 12,600,355	$ 1,179,688	$ 13,780,043
AVIATION FUND	$ 417,286	$ 490,805	$ 497,114	$ 135,081	$ 379,250	$ 387,711	$ -	$ 387,711
GOLF COURSE FUND	$ 1,175,412	$ 1,043,970	$ 1,753,925	$ 545,591	$ 1,230,920	$ 1,606,574	$ -	$ 1,606,574
UTILITY FUND	$ 11,715,236	$ 9,823,118	$ 9,892,625	$ 3,614,110	$ 8,051,821	$ 8,664,238	$ 2,182,709	$ 10,846,947
TOTAL	$ 24,580,923	$ 22,240,140	$ 31,915,278	$ 9,951,021	$ 22,706,935	$ 23,258,878	$ 3,362,397	$ 26,621,275
SURPLUS (DEFICIT)	$ (1,355,711)	$ 5,051,944	$ 409,299	$ 5,307,396	$ 3,035,273	$ 3,165,911	$ (3,262,397)	$ (96,486)

Hotel Occupancy Fund 11

Beginning Fund Balance	$ 605,900	$ 767,424	$ 926,836	$ -	$ 926,836	$ -	$ -	$ 963,470
Revenues	$ 208,938	$ 236,652	$ 303,576	$ 113,099	$ 202,002	$ 286,878	$ -	$ 286,878
Transfer from Logic Investment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bed Tax Interest Income	$ 586	$ 6,353	$ 5,870	$ 19,480	$ 33,632	$ 43,119	$ -	$ 43,119
Existing Hotel Occupancy Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expenditures	$ 48,000	$ 83,593	$ 178,000	$ 34,600	$ 199,000	$ 144,000	$ -	$ 144,000
Surplus (deficit)	$ 161,524	$ 159,412	$ 131,446	$ 97,978	$ 36,634	$ 185,997	$ -	$ 185,997
Adjustment/Match Audit Fund Ba	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Ending Fund Balance	$ 767,424	$ 926,836	$ 1,058,282	$ 97,978	$ 963,470	$ 185,997	$ -	$ 1,149,467
Construction Fund 40								
Beginning Fund Balance	$ 3,543,298	$ 5,143,819	$ 4,231,090	$ -	$ 4,231,090	$ -	$ -	$ 4,231,090
New Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	$ 3,011	$ 20,678	$ -	$ 35,753	$ -	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trans/Water Impact Fee/Int	$ 50,000	$ 9,500	$ -	$ -	$ -	$ -	$ -	$ -
Trans/WasteWater Impact Fee/I	$ 50,000	$ 9,500	$ -	$ -	$ -	$ -	$ -	$ -
Transfer from Park Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer from General Fund Res	$ 1,943,167	$ 407,000	$ 948,000	$ -	$ -	$ -	$ -	$ -
Transfer from Utility Fund Reser	$ 2,639,167	$ 217,000	$ -	$ -	$ -	$ -	$ -	$ -
Existing Funds-Fund Balance	$ -	$ -	$ 818,000	$ 208,973	$ -	$ -	$ -	$ -
Expenditures	$ 3,084,825	$ 1,576,407	$ 1,766,000	$ 208,973	$ -	$ -	$ -	$ -
Audit Entry - Transfers Due To/D	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Surplus (deficit)	$ 1,600,520	$ (912,729)	$ -	$ 35,753	$ -	$ -	$ -	$ -
Adjustment/Match Audit Fund Ba	$ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 5,143,819	$ 4,231,090	$ 4,231,090	$ 35,753	$ 4,231,090	$ -	$ -	$ 4,231,090
Impact Fee Fund 42								
Beginning Fund Balance	$ 5,507,133	$ 7,518,078	$ 6,930,793	$ -	$ 6,930,793	$ -	$ -	$ 8,470,745
Revenues Impact Fees								

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues (Water Impact Fees)	$ 1,132,230	$ 1,255,284	$ 1,507,391	$ 385,928	$ 690,518	$ 706,406	$ -	$ 706,406
Revenues (Waste Water Impact	$ 883,725	$ 968,325	$ 1,117,937	$ 337,720	$ 623,340	$ 616,940	$ -	$ 616,940
Interest Income	$ 6,193	$ 78,201	$ 55,000	$ 154,795	$ 306,094	$ 360,631	$ -	$ 360,631
Water Impact Fee Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Wastewater Impact Fee Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer to Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Impact Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Wastewater Impact Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer to CIP		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Impact Fees	$ -	$ 1,686,500	$ -	$ -	$ -	$ -	$ -	$ -
Wastewater Impact Fees	$ -	$ 9,500	$ -	$ -	$ -	$ -	$ -	$ -
Expenditures	$ 180,000	$ 1,179,820	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ -	$ 80,000
Surplus (deficit)	$ 1,842,148	$ (574,010)	$ 2,600,328	$ 798,443	$ 1,539,952	$ 1,603,977	$ -	$ 1,603,977
Adjustment/Match Audit Fund Ba	$ 168,797	$ (13,275)	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 7,518,078	$ 6,930,793	$ 9,531,121	$ 798,443	$ 8,470,745	$ 1,603,977	$ -	$ 10,074,722
Debt Service Fund 50								
Beginning Fund Balance	$ 166,682	$ 437,152	$ 459,708	$ -	$ 459,708	$ -	$ -	$ 546,175
Revenues								
Ad Valorem Tax	$ 2,745,182	$ 2,695,932	$ 2,679,358	$ 2,713,053	$ 2,730,826	$ 2,676,372	$ -	$ 2,676,372
Ad Valoren Penalties & Interes	$ 55,328	$ -	$ 3,351	$ -	$ -	$ -	$ -	$ -
Accumulated Interest	$ 718	$ 5,903	$ 4,649	$ 19,308	$ 40,000	$ 46,695	$ -	$ 46,695
Bond Funding Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer from Debt Service Inte	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buy Down of Debt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Impact Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest From Unspent Debt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unused Bond Issuance Cos	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Golf Course	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Due to Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expenditures	$ 2,689,401	$ 2,679,279	$ 2,687,358	$ 2,147,276	$ 2,684,359	$ 2,684,372	$ -	$ 2,684,372
Surplus (deficit)	$ 111,827	$ 22,556	$ -	$ 585,085	$ 86,467	$ 38,695	$ -	$ 38,695
Adjustment/Match Audit Fund Ba	$ 158,643	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 437,152	$ 459,708	$ 459,708	$ 585,085	$ 546,175	$ 38,695	$ -	$ 584,870
Park Fund 43								
Beginning Fund Balance	$ 612,034	$ 652,537	$ 657,625	$ -	$ 657,625	$ -	$ -	$ 685,831
Revenues	$ 39,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers - Park Fund Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accumulated Interest	$ 603	$ 5,088	$ 2,243	$ 14,006	$ 31,356	$ 31,356	$ -	$ 31,356
Expenditures	$ -	$ -	$ -	$ 3,150	$ 3,150	$ -	$ -	$ -
Surplus (deficit)	$ 40,503	$ 5,088	$ 2,243	$ 10,856	$ 28,206	$ 31,356	$ -	$ 31,356
Adjustment/Match Audit Fund Ba	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 652,537	$ 657,625	$ 659,868	$ 10,856	$ 685,831	$ 31,356	$ -	$ 717,187
Total Revenues	$ 30,289,464	$ 32,990,499	$ 39,766,601	$ 19,260,531	$ 30,399,976	$ 31,193,186	$ 100,000	$ 31,293,186
Total Expenditures	$ 30,583,149	$ 29,455,238	$ 36,626,636	$ 12,425,020	$ 25,673,444	$ 26,167,250	$ 3,362,397	$ 29,529,647

CONSOLIDATED STATEMENT

Ad Valorem Tax = 0.4139

	Yr End Actual 09/30/21	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Combined Surplus(Deficit)	$ (293,684)	$ 3,535,261	$ 3,139,965	$ 6,835,510	$ 4,726,532	$ 5,025,936	$ (3,262,397)	$ 1,763,539
Surplus(Deficit) Verification	$ 2,633,656	$ 3,752,261	$ 3,143,316	$ 6,835,510	$ 4,726,532	$ 5,025,936	$ (3,262,397)	$ 1,763,539

GENERAL FUND REVENUES
Fund 10

Account Number	Account Name	Yr End Actual 9/30/2021	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Administration									
410-1110	Ad Valorem Taxes	$ 4,686,982	$ 5,091,424	$ 5,986,935	$ 5,640,988	$ 5,986,935	$ 6,960,287	$ -	$ 6,960,287
410-1111	Ad Valorem Penalties & Interest	$ 93,748	$ 45,102	$ -	$ 423,224	$ 423,224	$ -	$ -	$ -
410-1200	Sales Taxes	$ 908,643	$ 1,060,063	$ 1,103,472	$ 553,884	$ 1,074,827	$ 1,313,819	$ -	$ 1,313,819
410-1208	Town Center Development	$ -	$ 2,569	$ -	$ 20,906	$ 46,879	$ 20,000	$ -	$ 20,000
410-1211	General Fund Reserve Acct Interest	$ 2,251	$ 20,864	$ 20,304	$ 78,080	$ 209,209	$ 209,212	$ -	$ 209,212
410-1212	Real Estate Interest	$ 1,659	$ 7,965	$ 7,555	$ 21,963	$ 49,249	$ 10,000	$ -	$ 10,000
410-1213	Street/Roadway Impact Fees	$ -	$ -	$ -	$ 10	$ 1,500	$ 12,000	$ -	$ 12,000
410-1220	Mixed Beverage Tax	$ 12,495	$ 17,073	$ 19,136	$ 6,457	$ 12,667	$ 22,000	$ -	$ 22,000
410-1230	Transfer from Hotel Fund Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-1300	Electric Franchise Fee	$ 367,831	$ 389,764	$ 437,089	$ 275,201	$ 450,000	$ 480,797	$ -	$ 480,797
410-1310	Telephone Franchise Fee	$ 6,007	$ 42,194	$ 6,050	$ 2,405	$ 6,050	$ 4,810	$ -	$ 4,810
410-1320	Cable Franchise Fee	$ 134,066	$ 108,807	$ 161,057	$ 36,843	$ 145,127	$ 96,750	$ -	$ 96,750
410-1330	Gas Franchise Fees	$ 15,422	$ 15,215	$ 15,000	$ -	$ -	$ 15,000	$ -	$ 15,000
410-1340	Solid Waste Franchise Fees	$ 597	$ 866	$ 801	$ 216	$ 400	$ 500	$ -	$ 500
410-1410	Investment Interest	$ 823	$ 1,044	$ 1,189	$ 592	$ 808	$ 809	$ -	$ 809
410-1430	Credit Card Service Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-1450	Lago Vista Retail Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-1570	Sale of Copies	$ 158	$ 432	$ 484	$ 3	$ 10	$ 20	$ -	$ 20
410-1580	Sale of Assets	$ 226,087	$ -	$ -	$ -	$ 232	$ -	$ -	$ -
410-1800	Donated Land	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-1810	Other Revenue	$ 11,434	$ 9,328	$ 9,350	$ 9,806	$ 11,967	$ 11,967	$ -	$ 11,967
410-1815	Long and short	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-2000	City Hall Rental Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-2500	Travis County Filing Fees	$ -	$ 625	$ 875	$ -	$ -	$ -	$ -	$ -
410-3200	Airport Fund Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-3230	Grants	$ 313,148	$ 186,092	$ -	$ -	$ -	$ -	$ -	$ -
410-4200	Lago Vista Farmers Market	$ -	$ 750	$ 750	$ 425	$ 737	$ -	$ -	$ -
410-4220	Lease Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-7911	Bond Proceeds	$ -	$ -	$ 2,500,000	$ -	$ -	$ -	$ -	$ -
410-9000	Transfer from Utilities	$ 1,600,000	$ 1,600,000	$ 2,059,643	$ 1,029,822	$ 2,059,643	$ 2,059,643	$ -	$ 2,059,643
410-9050	Proceeds from Lease Purchase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-9060	Proceeds from Loans	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-9100	Transfer from Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-9101	Transfer from CIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund Balance	Prior Year Fund 40/Reclassed to Fur	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -
410-9150	Transfer from Hotel Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-9175	Transfer from Aviation Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

GENERAL FUND REVENUES
Fund 10

Account Number	Account Name	Yr End Actual 9/30/2021	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 8,381,350**	**$ 8,600,177**	**$13,329,688**	**$ 8,100,824**	**$10,479,465**	**$11,217,614**	**$ -**	**$ 11,217,614**
Non Departmental									
411-1650	KLVB - Donations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411-1700	Veterans Memorial Donations	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411-1725	Lago Fest Donations	$ -	$ 6,500	$ 7,150	$ 18,100	$ 19,600	$ 19,600	$ -	$ 19,600
411-1730	Lago Fest Parking	$ -	$ 1,718	$ 1,890	$ -	$ 1,700	$ 1,700	$ -	$ 1,700
411-1740	Lago Fest Artist Booths	$ -	$ -	$ -	$ -	$ 1,735	$ 1,735	$ -	$ 1,735
411-1750	Lago Fest Food Vendors	$ -	$ 4,800	$ 5,280	$ 2,750	$ 3,750	$ 3,750	$ -	$ 3,750
411-1760	Lago Fest VIP Tickets	$ -	$ 6,529	$ 7,182	$ -	$ 3,172	$ 3,172	$ -	$ 3,172
411-1770	Lago Fest Merchandise	$ -	$ 2,900	$ 3,190	$ -	$ 1,855	$ 1,800	$ -	$ 1,800
411-1775	Christmas Tree Festival Donations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411-1780	Christmas Tree Festival Vendors	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411-1800	Concert Series Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411-1810	Other Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 100**	**$ 22,446**	**$ 24,692**	**$ 20,850**	**$ 31,812**	**$ 31,757**	**$ -**	**$ 31,757**
Development Services									
412-1430	Credit Card Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-1520	Sign Permits	$ 799	$ 450	$ 300	$ 925	$ 2,150	$ 1,325	$ -	$ 1,325
412-1525	Development Agreement	$ -	$ -	$ -	$ 8,875	$ 5,000	$ 1,000	$ -	$ 1,000
412-1601	PID Initital Development Fee	$ -	$ 15,000	$ -	$ -	$ 5,000	$ 5,000	$ -	$ 5,000
412-1602	PID Professional Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-1812	Other Revenue	$ 20,351	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-1815	Dev Services Cash Over/Short	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-1830	Replats & Release Easement	$ 17,150	$ 53,800	$ 60,390	$ -	$ 46,324	$ 60,390	$ -	$ 60,390
412-1835	Site Development Reviews	$ 11,965	$ 5,993	$ 6,262	$ 4,428	$ 6,262	$ 6,262	$ -	$ 6,262
412-1840	Re-Vegetation Cost Deposit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-1845	Park Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3100	Building permits	$ 710,945	$ 1,075,603	$ 1,124,126	$ 388,941	$ 745,272	$ 562,063	$ -	$ 562,063
412-3103	Building Permits - Street Repair	$ 434,830	$ 301,583	$ 324,330	$ 108,580	$ 173,530	$ 162,165	$ -	$ 162,165
412-3105	Miscellaneous Permits	$ 36,509	$ 72,068	$ 79,133	$ 37,630	$ 79,133	$ 79,133	$ -	$ 79,133
412-3106	Zoning Application Fees	$ 73,295	$ 51,637	$ 55,068	$ 23,041	$ 31,140	$ 50,000	$ -	$ 50,000
412-3107	Annexation Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3110	Reinspection Fees	$ 114,028	$ 274,561	$ 308,202	$ 131,725	$ 220,625	$ 179,375	$ -	$ 179,375
412-3125	Site Dev Plan Inspections	$ -	$ -	$ -	$ 1,000	$ 1,000	$ -	$ -	$ -
412-3150	Fire Marshall Reviews	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3200	Mechanical Permits	$ 41,698	$ 55,774	$ 59,619	$ 23,066	$ 47,747	$ 35,448	$ -	$ 35,448
412-3210	Plumbing Permits	$ 43,750	$ 50,573	$ 61,419	$ 13,745	$ 27,169	$ 21,544	$ -	$ 21,544

GENERAL FUND REVENUES
Fund 10

Account Number	Account Name	Yr End Actual 9/30/2021	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
412-3220	Electrical Permits	$ 47,986	$ 52,205	$ 64,033	$ 13,850	$ 29,238	$ 21,797	$ -	$ 21,797
412-3225	Electrical Licenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3226	Preliminary & Final Plat Application F	$ 8,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3227	Construction Plan Application Fee	$ 25,762	$ 11,000	$ -	$ 4,000	$ 6,000	$ 2,000	$ -	$ 2,000
412-3228	Tree Removal/Replacement/Mitigatic	$ 117,425	$ 484,390	$ 462,704	$ 115,250	$ 218,500	$ 110,000	$ -	$ 110,000
412-3230	Grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3235	Escrow Acct - Dev. Svcs.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3236	CIP Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3240	Building Plan Review	$ 56,525	$ 45,389	$ 47,095	$ 12,875	$ 18,025	$ 15,925	$ -	$ 15,925
412-3245	BCCP - Mitigation Reimbursement	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -	$ -
412-3250	Engineer Review Reimbursements	$ 24,069	$ 42,156	$ 30,800	$ 52,165	$ 141,465	$ 106,100	$ -	$ 106,100
412-3260	Professional Service Reimbursemen	$ 86	$ -	$ -	$ -	$ -	$ -	$ -	$ -
412-3300	Health Department Inspection Fees	$ 15,025	$ 19,360	$ 17,199	$ 7,150	$ 20,673	$ 17,199	$ -	$ 17,199
412-4751	Lago Vista Retail Center Holding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 1,800,998**	**$ 2,614,291**	**$ 2,700,679**	**$ 947,245**	**$ 1,824,253**	**$ 1,436,725**	**$ -**	**$ 1,436,725**
Municipal Court									
415-2100	Municipal Court Fines	$ 125,468	$ 109,220	$ 113,351	$ 49,225	$ 113,351	$ 113,351	$ -	$ 113,351
415-2101	City Truancy Prevention Fees	$ 3,512	$ 3,242	$ 3,484	$ 1,750	$ 4,362	$ 3,484	$ -	$ 3,484
415-2102	Indigent Defense Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2103	State Court Cost Fees Earned	$ 5,450	$ 4,914	$ 4,023	$ 2,652	$ 9,694	$ 6,000	$ -	$ 6,000
415-2105	Building Security Fees	$ 3,570	$ 3,106	$ 3,347	$ 1,697	$ 4,195	$ 3,347	$ -	$ 3,347
415-2106	Court Technology Fee	$ 3,208	$ 2,704	$ 2,904	$ 1,430	$ 3,524	$ 3,200	$ -	$ 3,200
415-2107	State Jury Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2108	Expunction Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2109	Rest. Fee - Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2110	Rest. Fee - State	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2111	Judicial Fee - State	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2112	Judicial Fee - City	$ 92	$ 59	$ 61	$ 15	$ 31	$ 40	$ -	$ 40
415-2113	Juvenile Case Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2114	Court Cash Bond	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
415-2200	Municipal Court Overpayment Fee	$ -	$ -	$ -	$ 40	$ -	$ -	$ -	$ -
	Subtotal	**$ 141,298**	**$ 123,245**	**$ 127,170**	**$ 56,809**	**$ 135,157**	**$ 129,422**	**$ -**	**$ 129,422**
Police Department									
420-1230	School Officer Funding	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000
420-1240	Crossing Guard Tax	$ 7,991	$ 8,268	$ 8,894	$ 3,970	$ 8,474	$ 8,400	$ -	$ 8,400
420-1530	Wrecker Permits	$ 1,200	$ 800	$ 800	$ 900	$ 1,500	$ 800	$ -	$ 800

GENERAL FUND REVENUES
Fund 10

Account Number	Account Name	Yr End Actual 9/30/2021	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
420-1560	Animal Licenses	$ 530	$ 1,215	$ 1,320	$ 510	$ 750	$ 1,000	$ -	$ 1,000
420-1565	Animal Impoundment	$ 15	$ 60	$ -	$ 30	$ 30	$ 45	$ -	$ 45
420-1570	Sale of Copies	$ 270	$ 142	$ 158	$ 106	$ 225	$ 214	$ -	$ 214
420-1810	Other Revenue	$ 5,022	$ 1,230	$ 1,309	$ 4,748	$ 7,375	$ 1,500	$ -	$ 1,500
420-1820	Private Alarm Permits	$ 8,745	$ 8,600	$ 10,456	$ 4,275	$ 9,155	$ 9,155	$ -	$ 9,155
420-4221	CAPCOG Grant-Generator	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4222	CAPCO - Voice Recorder Reimburse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4230	Homeland Security Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4240	Reimbursement for Dispatching Svcs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4250	Bulletproof Vest Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4260	Body Worn Camera Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-4320	LEOSE Revenue	$ 1,505	$ 1,368	$ 1,000	$ -	$ -	$ 500	$ -	$ 500
	Subtotal	**$ 25,278**	**$ 21,684**	**$ 23,936**	**$ 14,538**	**$ 27,509**	**$ 21,614**	**$ 100,000**	**$ 121,614**
Public Works									
430-1200	Insurance Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-1450	Capital Metro Contributions	$ 63,000	$ 21,000	$ -	$ -	$ -	$ 42,000	$ -	$ 42,000
430-1451	Overlay Carry Overs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-1452	Capital Metro 1/4 Cent Rebate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-1453	Prior Year Cap Metro Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-1810	Other Revenue	$ 3,828	$ 1,061	$ 1,167	$ 22,825	$ 22,825	$ 2,000	$ -	$ 2,000
430-1820	Street Cuts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-1830	Hollows Restoration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-4000	Lease Purchase/Loan Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430-4025	Street/Roadway Impact Fees	$ -	$ -	$ -	$ 62,731	$ 305,830	$ 229,373	$ -	$ 229,373
	Subtotal	**$ 66,828**	**$ 22,061**	**$ 1,167**	**$ 85,556**	**$ 328,655**	**$ 273,373**	**$ -**	**$ 273,373**
Solid Waste Fees									
431-1700	Solid Waste Fees	$ 1,084,195	$ 1,179,326	$ 1,236,664	$ 619,806	$ 1,256,061	$ 1,256,062	$ -	$ 1,256,062
431-1750	Hazardous Waste Fees	$ -	$ 63,512	$ 66,656	$ 32,582	$ 66,121	$ 66,123	$ -	$ 66,123
431-1800	Green Center Revenue	$ 235	$ 4,488	$ 4,937	$ 2,336	$ 5,151	$ 4,937	$ -	$ 4,937
	Subtotal	**$ 1,084,430**	**$ 1,247,326**	**$ 1,308,257**	**$ 654,724**	**$ 1,327,333**	**$ 1,327,122**	**$ -**	**$ 1,327,122**
Parks & Recreation									
434-3100	Sunset Park Revenue	$ -	$ 1,506	$ 1,825	$ 370	$ 710	$ 710	$ -	$ 710
434-3300	Parks & Rec Other Revenue	$ -	$ 140	$ 154	$ -	$ -	$ -	$ -	$ -

GENERAL FUND REVENUES
Fund 10

Account Number	Account Name	Yr End Actual 9/30/2021	Yr End Actual 9/30/2022	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
435-1810	Pool Over and Short	$ (272)	$ (1,788)	$ -	$ -	$ -	$ -	$ -	$ -
435-3100	Pool Revenue (Pool Fees)	$ 9,093	$ 16,086	$ 15,750	$ -	$ 11,402	$ 11,103	$ -	$ 11,103
435-3150	Pool Snacks Revenue	$ 123	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435-3200	Transfer from Park Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435-3230	Grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435-3300	Other Revenue	$ -	$ 30	$ -	$ -	$ 30	$ -	$ -	$ -
	Subtotal	**$ 8,944**	**$ 15,975**	**$ 17,729**	**$ 370**	**$ 12,142**	**$ 11,813**	**$ -**	**$ 11,813**
Library									
445-3100	Library Fines and Revenue	$ 4,476	$ 5,637	$ 5,291	$ 2,804	$ 5,502	$ 5,291	$ -	$ 5,291
445-3229	Lone Star Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445-3230	Library Grants	$ 3,700	$ 1,197	$ 1,000	$ -	$ 1,000	$ 1,000	$ -	$ 1,000
445-5000	Donations to Library	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 8,276**	**$ 6,834**	**$ 6,291**	**$ 2,804**	**$ 6,502**	**$ 6,291**	**$ -**	**$ 6,291**
	Total Operating Revenues	**$11,517,502**	**$12,674,039**	**$17,539,609**	**$ 9,883,721**	**$14,172,828**	**$14,455,731**	**$ 100,000**	**$ 14,555,731**

ADMINISTRATION
Account 10-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary Expense (Auditor Ac	$ 720	$ 1,560	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 542	$ 9	$ 504	$ 18	$ 18	$ 504	$ -	$ 504
1020	Social Security / Medicare (7.65%)	$ 9,520	$ 13,170	$ 17,800	$ 7,555	$ 1,511	$ 19,149	$ -	$ 19,149
1030	TMRS	$ 11,167	$ 14,015	$ 19,265	$ 10,082	$ 20,164	$ 22,729	$ -	$ 22,729
1050	Health, Dental, & Life Insurance	$ 6,190	$ 10,485	$ 21,045	$ 11,961	$ 23,922	$ 21,666	$ -	$ 21,666
1060	Health Reimbursement Account	$ 331	$ 664	$ 1,308	$ 752	$ 1,504	$ 1,308	$ -	$ 1,308
1070	Workers Compensation	$ 86	$ 450	$ 988	$ 3,775	$ 3,775	$ 4,152	$ -	$ 4,152
1100	City Manager	$ 116,827	$ 165,000	$ 165,000	$ 90,115	$ 180,230	$ 181,500	$ -	$ 181,500
1110	City Secretary	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1115	Program Manager	$ -	$ -	$ 60,000	$ 27,692	$ 55,384	$ 60,000	$ -	$ 60,000
1143	Cell Phone Allowance	$ 443	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1144	Car Allowance City Manager $700/Month	$ 3,969	$ 7,200	$ 7,200	$ 3,600	$ 7,200	$ 7,200	$ -	$ 7,200
1145	Longevity Pay	$ 138	$ 35	$ 138	$ 138	$ 138	$ 208	$ -	$ 208
1146	Rewards Program	$ 405	$ -	$ 810	$ 810	$ 810	$ 810	$ -	$ 810

ADMINISTRATION
Account 10-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1148	Cell Phone Stipend	$ -	$ -	$ 600	$ 277	$ 554	$ 600	$ -	$ 600
1149	In Lieu Of	$ 69	$ 35	$ 138	$ 69	$ 168	$ 138	$ -	$ 138
1300	Merit Increase	$ 5,046	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ 1,682	$ -	$ 175,000	$ -	$ -	$ -	$ -	$ -
1500	General Fund Pay Plan Increases	$ -	$ -	$ 385,000	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 172,136**	**$ 212,622**	**$ 854,797**	**$ 156,845**	**$ 295,378**	**$ 319,965**	**$ -**	**$ 319,965**
Operation & Maintenance									
4000	Liability/Property Insurance Liability/Property/Errors & Omissions	$ 15,067	$ 17,745	$ 19,334	$ 17,021	$ 17,021	$ 21,267	$ -	$ 21,267
4110	Uniforms	$ -	$ 56	$ -	$ -	$ -	$ 100	$ -	$ 100
4200	Travel CM/CS TMLConf Misc. trips ICMA Conference	$ 5,092	$ 4,240	$ 7,000	$ 629	$ 4,000	$ 4,000	$ -	$ 4,000
4300	Training/Education City Manager	$ 235	$ -	$ 7,000	$ -	$ 1,000	$ 500	$ -	$ 500
4305	Conventions TML Conf	$ 320	$ 345	$ -	$ -	$ 400	$ 1,000	$ -	$ 1,000

ADMINISTRATION
Account 10-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	TCMA Conference Misc. classes/seminars (Council, Boards, etc.) ICMA Conference ICSC								
4400	Dues Texas Municipal League TCMA Chamber of Commerce CAMPO ICMA ICSC	$ 2,969	$ 4,420	$ 6,000	$ 2,854	$ 2,854	$ 3,500	$ -	$ 3,500
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices	$ 4,250	$ 236	$ 1,500	$ -	$ -	$ -	$ -	$ -
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4571	Rent (Auditor Adjustment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4575	Bank Charges/Credit Card Fees	$ 3,953	$ 2,531	$ 4,000	$ 1,459	$ 3,000	$ 3,000	$ -	$ 3,000
4600	Telephone/Internet/Cable	$ 168	$ 289	$ 1,200	$ 144	$ 200	$ 300	$ -	$ 300
4700	Maintenance/Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 5,890	$ 3,750	$ 5,000	$ 1,457	$ 4,000	$ 3,000	$ -	$ 3,000
4825	Information Technology Expenses	$ 894	$ -	$ 7,500	$ 2,378	$ 3,000	$ 750	$ -	$ 750

ADMINISTRATION
Account 10-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 38,838**	**$ 33,612**	**$ 58,534**	**$ 25,942**	**$ 35,475**	**$ 37,417**	**$ -**	**$ 37,417**
Supplies									
5100	Books/Publications/Films	$ -	$ -	$ 500	$ 300	$ 400	$ 400	$ -	$ 400
5200	Postage Purchase Power/postage for machine FedEx/PO Box/Misc Postage	$ 1,205	$ 3,076	$ 3,500	$ 2,017	$ 3,500	$ 3,500	$ -	$ 3,500
5300	Supplies	$ 2,857	$ 3,971	$ 5,000	$ 2,328	$ 2,700	$ 4,000	$ -	$ 4,000
5500	COVID 19 Expenses	$ 756	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 4,818**	**$ 7,047**	**$ 9,000**	**$ 4,644**	**$ 6,600**	**$ 7,900**	**$ -**	**$ 7,900**
Services									
6100	Professional Services Department Head Training Senior Staff Retreat Miscellaneous	$ 108,606	$ 5,250	$ 50,000	$ 2,172	$ 20,000	$ 20,000	$ -	$ 20,000
6110	Auditing Services Annual Audit 50%	$ 16,465	$ 9,975	$ 20,000	$ 7,650	$ 7,650	$ 20,000	$ -	$ 20,000
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6135	Contract Services	$ -	$ -	$ -	$ 86,800	$ 86,800	$ 30,000	$ -	$ 30,000

ADMINISTRATION
Account 10-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6140	Expenses/Sale of Assets	$ 5,697	$ 1,750	$ 5,000	$ -	$ -	$ 5,000	$ -	$ 5,000
6400	Printing and Binding Services	$ 813	$ 4,000	$ 2,000	$ -	$ -	$ 2,000	$ -	$ 2,000
6500	Miscellaneous Services	$ -	$ -	$ 2,000	$ -	$ -	$ 1,000	$ -	$ 1,000
6540	Maintenance Agreements	$ 469	$ 550	$ -	$ -	$ -	$ 10,000	$ -	$ 10,000
6560	City Managers Contingency Unanticipated Expenses	$ -	$ 17,603	$ 20,000	$ 8,143	$ 20,000	$ 15,000	$ -	$ 15,000
	Subtotal	**$ 132,050**	**$ 39,128**	**$ 99,000**	**$ 104,765**	**$ 134,450**	**$ 103,000**	**$ -**	**$ 103,000**
Fixed Assets									
9000	Transfer TP Capital Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9710	Land Acquisition	$ 991,729	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9720	Real Property Acquisition	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9800	Donated Land	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 991,729**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 1,339,571**	**$ 292,410**	**$ 1,021,331**	**$ 292,196**	**$ 471,903**	**$ 468,282**	**$ -**	**$ 468,282**

NON DEPARTMENTAL BUDGET
Account 10-511

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits										
1010	State Unemployment Tax	$ -	$ 1	$ -	$ -	$ -		$ -	$ -	$ -
1020	Social Security / Medicare	$ -	$ 114	$ 240	$ -	$ -		$ -	$ -	$ -
1260	Event Employees	$ -	$ 1,484	$ 3,000	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ 1,598**	**$ 3,240**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Operation & Maintenance										
4575	Credit Card Fees	$ -	$ 40	$ -	$ -	$ -		$ 500	$ -	$ 500
4700	Events	$ -	$ -	$ 40,000	$ 25,681	$ 30,000		$ 10,000	$ -	$ 10,000
	Christmas Tree Lighting						$ 5,000			
	Veterans Day $5,000						$ 5,000			
4750	Miscellaneous Expenses	$ 17,194	$ 17,977	$ 5,000	$ 1,076	$ 2,500		$ 2,000	$ -	$ 2,000
4800	KLVB - Donation	$ 5,000	$ 15,000	$ 23,500	$ 23,500	$ 23,500		$ 20,000	$ 11,100	$ 31,100
4850	Veterans Memorial Expenses Flag Pole - Veterans Park	$ 953	$ -	$ 2,000	$ 155	$ 500		$ 5,000	$ -	$ 5,000
4875	Lago Fest Expenditures	$ 214	$ 36,710	$ 40,000	$ 13,130	$ 14,000		$ 40,000	$ -	$ 40,000
	Subtotal	**$ 23,361**	**$ 69,728**	**$ 110,500**	**$ 63,543**	**$ 70,500**		**$ 77,500**	**$ 11,100**	**$ 88,600**
Services										

Account Number	Account Name	Actual 09/30/21	Actual 09/30/22	Budget 2022-2023	3/31/2023 2022-2023	Estimates 2022-2023		Budget 2023-2024	Budget 2023-2024	Budget 2023-2024
6100	Professional Services	$ 36,090	$ 37,100	$ 44,500	$ 19,600	$ 39,200		$ -	$ 300,600	$ 300,600
	Lago Vista Starry Skies						$ 4,000			
	Firewise						$ 2,500			
	Lago Vista 4th of July Council						$ 20,000			
	Cox Springs School						$ 2,000			
	Hill Country Singers						$ 7,500			
	Lago Vista Players						$ 5,000			
	Lake Travis Music Theatre						$ 6,600			
	Lago Vista ISD Education Foundation						$ 3,000			
	Feasibility & Design - Town Hall Complex						$ 250,000			
6135	Contract Services	$ -	$ -	$ 350,000	$ 2,174	$ 50,000		$ -	$ 250,000	$ 250,000
	Lago Vista Way Clean Up Project						$ 250,000			
	Subtotal	**$ 36,090**	**$ 37,100**	**$ 394,500**	**$ 21,774**	**$ 89,200**		**$ -**	**$ 550,600**	**$ 550,600**
Assets										
9700	Town Center Development Furnit	$ -	$ -	$ 250,000	$ -	$ -		$ -	$ -	$ -
							$ -			
9750	Town Center Development Buildi	$ -	$ 40,425	$ 2,265,553	$ 1,211	$ -		$ -	$ -	$ -
							$ -			
	Subtotal	**$ -**	**$ 40,425**	**$ 2,515,553**	**$ 1,211**	**$ -**		**$ -**	**$ -**	**$ -**
	TOTAL	**$ 59,451**	**$ 148,850**	**$ 3,023,793**	**$ 86,528**	**$ 159,700**		**$ 77,500**	**$ 561,700**	**$ 639,200**

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ 4,415	$ 6,698	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,989	$ 324	$ 2,520	$ 72	$ 72	$ 1,764	$ 252	$ 2,016
1020	Social Security / Medicare (7.65%)	$ 27,158	$ 34,444	$ 44,971	$ 19,729	$ 39,458	$ 35,935	$ 900	$ 36,835
1030	TMRS	$ 29,289	$ 37,039	$ 48,675	$ 21,347	$ 42,694	$ 42,652	$ 1,069	$ 43,721
1050	Health, Dental, & Life Insurance	$ 56,506	$ 81,759	$ 127,257	$ 48,910	$ 97,820	$ 77,589	$ 4,835	$ 82,424
							$ -		
1060	Health Reimbursement Account	$ 4,126	$ 5,087	$ 6,540	$ 2,655	$ 5,310	$ 4,578	$ 654	$ 5,232
1070	Workers Comp	$ -	$ 1,162	$ 1,278	$ 8,982	$ 8,982	$ 9,880	$ -	$ 9,880
1106	Director/Development Services	$ 88,800	$ 92,431	$ 92,535	$ 55,236	$ 110,472	$ 111,967	$ -	$ 111,967
1110	Development Services Assistant	$ 20,240	$ 49,220	$ 49,275	$ 25,726	$ 51,452	$ 53,622	$ -	$ 53,622
1120	Building Official	$ 76,421	$ 79,104	$ 79,193	$ 41,794	$ 83,588	$ 83,955	$ -	$ 83,955
1125	Building Inspector	$ 16,500	$ 110,850	$ 166,996	$ 58,907	$ 117,834	$ 118,456	$ -	$ 118,456
1130	City Planner	$ 49,006	$ 27,322	$ 46,800	$ 24,458	$ 48,916	$ 49,140	$ -	$ 49,140
1135	GIS Tech	$ -		$ -	$ -	$ -	$ -	$ -	$ -
1140	Code Enforcement Officer Code Enforcement moved to Police Department	$ 51,377	$ 45,131	$ 100,581	$ 23,843	$ 47,686	$ -	$ -	$ -

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1143	Cell Phone Allowance	$ 1,569	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1144	Car Allowance	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1145	Longevity	$ 761	$ 796	$ 1,073	$ 1,073	$ 1,073		$ 1,073	$ 35	$ 1,108
1146	Rewards Program	$ 2,025	$ 2,429	$ 3,239	$ 3,239	$ 3,239		$ 2,834	$ -	$ 2,834
1147	Work Boot Allowance	$ 180	$ 720	$ 900	$ 720	$ 720		$ 540	$ -	$ 540
1148	Cell Phone Stipend	$ 600	$ 2,400	$ 4,200	$ 1,200	$ 2,400		$ 1,200	$ -	$ 1,200
1149	In Lieu Of	$ 415	$ 242	$ 692	$ 277	$ 277		$ 484	$ 69	$ 553
1274	Overtime	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1525	Development Services Administrative	$ 43,064	$ 44,576	$ 44,626	$ 23,384	$ 46,768		$ 46,946	$ 11,736	$ 58,682
	Vacant - Budgeted 25% of the Year						$ 11,736			
1530	Office Technician	$ 8,956	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 483,397**	**$ 621,734**	**$ 821,351**	**$ 361,551**	**$ 708,761**		**$ 642,615**	**$ 19,550**	**$ 662,166**

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Operation & Maintenance									
4000	Liability & Property Insurance	$ 913	$ 1,210	$ 1,331	$ 2,471	$ 2,471	$ 1,464	$ -	$ 1,464
	Vehicle Liability/Auto Physical Damage								
4110	Uniforms	$ 678	$ 1,270	$ 2,500	$ -	$ 500	$ 2,500	$ -	$ 2,500
4200	Travel	$ 12,292	$ 535	$ 4,000	$ -	$ 2,000	$ 4,000	$ -	$ 4,000
	Education Related								
	TX Chapter of APA Conference - 4 P & Z Members								
	Hotel @ TX Chapter of APA Conference - 4 P & Z Members								
4300	Training / Education	$ 1,080	$ 1,780	$ 4,500	$ 1,478	$ 3,000	$ 3,000	$ -	$ 3,000
	Cont. Ed. (Dept Staff)								
	TX Chapeter of APA Conference - 4 People								
	ICC Permit Technician Test (Admin Assistant)								
4400	Dues	$ 1,362	$ 1,249	$ 3,500	$ 1,129	$ 2,500	$ 2,500	$ -	$ 2,500
	American Planning Assn Dues (Director)								
	TX Electrical License Renewal (Bldg Official)								
	TX Plumbing License Renewal (Bldg Official)								
	TX Dept of Health (Bldg Official & Code Enforcement)								
	ICC Permit Technician Certification (Admin Asst)								
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4525	Contract Inspections	$ 216,860	$ 57,055	$ 30,000	$ 41,395	$ 55,000	$ 65,000	$ -	$ 65,000
	ATS Inspections & Plan Reviews								
	Health Inspections								

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Miscellaneous								
4550	Legal Notices Advertisements	$ 5,117	$ 4,502	$ 7,000	$ 2,608	$ 6,000	$ 7,000	$ -	$ 7,000
4570	Leases & Rents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4575	Credit Card Fees	$ 22,928	$ 32,073	$ 35,000	$ 12,675	$ 25,000	$ 35,000	$ -	$ 35,000
4600	Telephone	$ 433	$ 1,046	$ 3,000	$ 523	$ 1,500	$ 1,500	$ -	$ 1,500
4700	Maintenance/Repairs	$ 168	$ 38	$ 475	$ 141	$ 300	$ 300	$ -	$ 300
4725	Vehicle Maintenance & Repairs	$ 4,833	$ 980	$ 4,000	$ 1,891	$ 4,000	$ 4,000	$ -	$ 4,000
4750	Miscellaneous Expenses Permit Refunds/Escrow Refunds	$ 6,007	$ 5,016	$ 7,000	$ 2,238	$ 5,000	$ 5,000	$ -	$ 5,000
4760	BCCP - Mitigation	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -	$ -
4825	Information Technology	$ 3,003	$ 136	$ 7,000	$ -	$ 1,000	$ 1,000	$ -	$ 1,000
	Subtotal	**$ 275,674**	**$ 109,641**	**$ 109,306**	**$ 66,548**	**$ 108,271**	**$ 132,264**	**$ -**	**$ 132,264**
Supplies									
5100	Books/Publications/Films Local Government Code	$ 188	$ 1,254	$ 1,000	$ -	$ 500	$ 1,000	$ -	$ 1,000
5200	Postage	$ 453	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ -

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5300	Supplies	$ 3,977	$ 1,286	$ 3,800	$ 1,961	$ 4,000	$ 2,500	$ -	$ 2,500
5400	Fuel & Lubricants	$ 2,520	$ 7,426	$ 7,000	$ 2,528	$ 5,000	$ 6,000	$ -	$ 6,000
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 7,139**	**$ 9,966**	**$ 13,600**	**$ 4,489**	**$ 9,500**	**$ 9,500**	**$ -**	**$ 9,500**
Services									
6100	Professional Services Dept Digital Assistance CAMPO ESD #1 Fire Interlocal ESD #1 Emergency Operations Center Comprehensive Plan	$ 8,213	$ 11,668	$ 250,000	$ 10,128	$ 100,000	$ 180,000	$ -	$ 180,000
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6130	Engineering & Planning Developers	$ 42,112	$ 57,535	$ 70,000	$ 47,073	$ 90,000	$ 90,000	$ -	$ 90,000
6400	Printing and Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6500	Miscellaneous Services	$ 14,245	$ 14,542	$ -	$ 9,314	$ 14,542	$ 4,000	$ -	$ 4,000
6540	Maintenance Agreements	$ -	$ -	$ 20,000	$ -	$ -	$ 10,000	$ 14,200	$ 24,200

DEVELOPMENT SERVICES
Account 10-512

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	MyPermitsNow Permit Service (DSD Software)									
	MPN - Inspection Reminder Module						$ 1,200			
	CAMEO Permitting Software						$ 13,000			
	Dude Solutions (PW Software)									
	Subtotal	**$ 64,570**	**$ 83,745**	**$ 340,000**	**$ 66,516**	**$ 204,542**		**$ 284,000**	**$ 14,200**	**$ 298,200**
Fixed Assets										
9730	Office Equipment/Furniture	$ -	$ 61,973	$ -	$ -	$ -		$ -	$ -	$ -
9730	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ 35,000	$ 35,000
	2023 Ford F-150						$ 35,000			
9805	Condemn Buildings	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9810	Abatement	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ 61,973**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 35,000**	**$ 35,000**
	TOTAL	**$ 830,780**	**$ 887,059**	**$1,284,257**	**$ 499,103**	**$ 1,031,074**		**$ 1,068,379**	**$ 68,750**	**$ 1,137,129**

FINANCE
Account 10-513

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ (4,498)	$ 8,345	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 756	$ 27	$ 1,260	$ 32	$ 32	$ 1,008	$ -	$ 1,008
1020	Social Security / Medicare (7.65%)	$ 11,127	$ 13,487	$ 30,427	$ 8,231	$ 22,000	$ 29,404	$ -	$ 29,404
1030	TMRS	$ 12,036	$ 13,556	$ 32,933	$ 8,656	$ 24,000	$ 34,900	$ -	$ 34,900
1050	Health, Dental, & Life Insurance	$ 24,871	$ 34,844	$ 77,923	$ 26,557	$ 65,000	$ 60,357	$ -	$ 60,357
1060	Health Reimbursement Account	$ 1,493	$ 1,736	$ 3,282	$ 979	$ 2,600	$ 2,616	$ -	$ 2,616
1070	Workers Compensation	$ -	$ 412	$ 453	$ 5,177	$ 5,177	$ 5,695	$ -	$ 5,695
1100	Procurement Manager	$ -		$ 87,583	$ -	$ 25,000	$ 80,000	$ -	$ 80,000
1120	Staff Accountant	$ 9,376	$ 22,327	$ 45,011	$ 28,284	$ 36,000	$ -	$ -	$ -
1121	Finance Supervisor	$ 53,711	$ 55,908	$ 55,971	$ 31,395	$ 62,790	$ 73,966	$ -	$ 73,966
1140	Finance Director	$ 81,716	$ 85,057	$ 85,153	$ 47,219	$ 94,438	$ 105,269	$ -	$ 105,269
1142	Chief Financial Officer	$ -		$ 120,000	$ -	$ 40,000	$ 120,000	$ -	$ 120,000
1145	Longevity	$ 830	$ 900	$ 1,003	$ 1,003	$ 1,003	$ 1,107	$ -	$ 1,107
1146	Rewards Program	$ 810	$ 810	$ 1,215	$ 1,215	$ 1,215	$ 1,620	$ -	$ 1,620

FINANCE
Account 10-513

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1148	Cell Phone Stipend	$ 1,200	$ 1,500	$ 3,000	$ 900	$ 2,400	$ 2,400	$ -	$ 2,400
1149	In Lieu Of	$ 138	$ 69	$ 346	$ 104	$ 104	$ 277	$ -	$ 277
1150	Accounting Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 193,566**	**$ 238,978**	**$ 545,560**	**$ 159,752**	**$ 381,759**	**$ 518,618**	**$ -**	**$ 518,618**
Operation & Maintenance									
4000	Liability/Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4110	Uniforms	$ -	$ -	$ -	$ 254	$ 254	$ 300	$ -	$ 300
4200	Travel Training	$ -	$ 812	$ 2,000	$ 225	$ 750	$ 1,000	$ -	$ 1,000
4300	Training / Education Incode Training TML (PFIA) Training College Accounting Classes - Finance Asst	$ 370	$ -	$ 2,500	$ 450	$ 1,000	$ 2,000	$ -	$ 2,000
4400	Dues	$ -		$ -	$ 150	$ 150	$ 150	$ -	$ 150
4420	Bonds (Notary Bond)	$ -	$ -	$ 110	$ 115	$ 115	$ 115	$ -	$ 115

FINANCE
Account 10-513

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4600	Telephone/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 183	$ 190	$ 500	$ 101	$ 500	$ 500	$ -	$ 500
4825	Information Technology	$ 724	$ 237	$ 8,800	$ -	$ -	$ 3,500	$ -	$ 3,500
	Subtotal	**$ 1,278**	**$ 1,240**	**$ 13,910**	**$ 1,295**	**$ 2,769**	**$ 7,565**	**$ -**	**$ 7,565**
Supplies									
5200	Postage	$ 418	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 541	$ 1,072	$ 3,000	$ 319	$ 1,000	$ 2,000	$ -	$ 2,000
	Subtotal	**$ 959**	**$ 1,072**	**$ 3,500**	**$ 319**	**$ 1,000**	**$ 2,000**	**$ -**	**$ 2,000**
Services									
6100	Professional Services	$ 907	$ -	$ 40,000	$ -	$ 20,000	$ 25,000	$ -	$ 25,000
6200	Tax Collections Estimating 13,500 Parcels - Rate = $2.27	$ 24,175	$ 24,198	$ 28,000	$ 27,296	$ 27,296	$ 32,000	$ -	$ 32,000
6210	Tax Appraisal Services	$ 29,513	$ 31,954	$ 36,000	$ 19,665	$ 39,330	$ 45,000	$ -	$ 45,000
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

FINANCE
Account 10-513

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6500	Miscellaneous Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 54,595**	**$ 56,152**	**$ 104,000**	**$ 46,961**	**$ 86,626**	**$ 102,000**	**$ -**	**$ 102,000**
Fixed Assets									
9735	Office Furniture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 250,398**	**$ 297,442**	**$ 666,970**	**$ 208,328**	**$ 472,154**	**$ 630,183**	**$ -**	**$ 630,183**

HUMAN RESOURCES
Account 10-514

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ 143	$ 797	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 9	$ 252	$ 9	$ 9	$ 252	$ -	$ 252
1020	Social Security / Medicare (7.65%)	$ 4,516	$ 4,724	$ 5,693	$ 3,152	$ 6,304	$ 7,352	$ -	$ 7,352
1030	TMRS	$ 5,837	$ 6,048	$ 6,162	$ 3,902	$ 7,804	$ 8,727	$ -	$ 8,727
1050	Health Insurance	$ 14,592	$ 19,909	$ 19,934	$ 11,161	$ 22,322	$ 20,538	$ -	$ 20,538
1060	Health Reimbursement Account	$ 718	$ 718	$ 654	$ 349	$ 698	$ 654	$ -	$ 654
1070	Workers Compensation	$ 79	$ 442	$ 486	$ 1,160	$ 1,160	$ 1,275	$ -	$ 1,275
1122	Human Resources Director	$ 66,323	$ 69,035	$ 69,112	$ 44,550	$ 89,100	$ 90,765	$ -	$ 90,765
1144	Car Allowance	$ 4,200	$ 4,200	$ 4,200	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,200
1145	Longevity	$ 35	$ 70	$ 104	$ 104	$ 104	$ 138	$ -	$ 138
1146	Rewards Program	$ 405	$ 405	$ 405	$ 405	$ 405	$ 405	$ -	$ 405
1148	Cell Phone Stipend	$ 600	$ 600	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 69	$ 35	$ 69	$ 35	$ 35	$ 69	$ -	$ 69
1150	Human Resources Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

HUMAN RESOURCES
Account 10-514

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 97,769**	**$ 106,990**	**$ 107,671**	**$ 67,224**	**$ 132,741**	**$ 134,976**	**$ -**	**$ 134,976**
Operation & Maintenance									
4000	Liability/Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel	$ -	$ -	$ 350	$ -	$ 350	$ 350	$ -	$ 350
4300	Training / Education Supervisor Training Sessions TMHRA Conference	$ -	$ -	$ 10,000	$ -	$ 5,000	$ 5,000	$ -	$ 5,000
4400	Dues Texas Municipal Human Resources Association Society for Human Resources Management Texas Social Security Program Admin Fee	$ -	$ -	$ 300	$ 35	$ 300	$ 300	$ -	$ 300
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices Employment Ads	$ -	$ 840	$ 2,000	$ -	$ -	$ 1,000	$ -	$ 1,000
4700	Events	$ -	$ 9,182	$ 10,000	$ 3,287	$ 6,000	$ 8,000	$ -	$ 8,000
4750	Miscellaneous Expenses	$ 7,730	$ -	$ 500	$ 20	$ 500	$ 500	$ -	$ 500
4825	Information Technology	$ -	$ -	$ 1,500	$ -	$ -	$ 500	$ -	$ 500
	Subtotal	**$ 7,730**	**$ 10,022**	**$ 24,650**	**$ 3,342**	**$ 12,150**	**$ 15,650**	**$ -**	**$ 15,650**
Supplies									
5200	Postage Postage/Fed Ex/Miscellaneous	$ 17	$ 9	$ 100	$ -	$ -	$ -	$ -	$ -

HUMAN RESOURCES
Account 10-514

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5300	Supplies Office & Training Supplies	$ 1,040	$ 498	$ 2,100	$ 260	$ 3,000		$ 1,500	$ -	$ 1,500
5350	Employee Recognition	$ -	$ -	$ 5,000	$ 1,175	$ 3,000		$ 3,000	$ -	$ 3,000
5500	COVID 19 Expenses	$ 210	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 1,268**	**$ 507**	**$ 7,200**	**$ 1,435**	**$ 6,000**		**$ 4,500**	**$ -**	**$ 4,500**
Services										
6100	Professional Services Benefit Connector Services Alliance Work Partners NeoGov Triune ACA Reporting Miscellaneous	$ 22,951	$ 37,152	$ 40,500	$ 16,336	$ 40,000	 $ 6,000 $ 4,500 $ 4,400 $ 1,000 $ 4,100	$ 20,000	$ -	$ 20,000
6120	Legal Services	$ -	$ 31	$ -	$ -	$ 1,000		$ -	$ -	$ -
6400	Printing and Binding Services Personnel Concepts Compensation Statements	$ -	$ 200	$ 200	$ -	$ 200	 $ 1,000 $ 3,000	$ 4,000	$ -	$ 4,000
6500	Miscellaneous Services Preemployment Testing Criminal History	$ -	$ -	$ -	$ -	$ -		$ 3,000	$ -	$ 3,000
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6550	Advertising Indeed GFOA Other	$ -	$ -	$ -	$ -	$ -		$ 6,000	$ -	$ 6,000

HUMAN RESOURCES
Account 10-514

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 22,951**	**$ 37,383**	**$ 40,700**	**$ 16,336**	**$ 41,200**	**$ 33,000**	**$ -**	**$ 33,000**
Fixed Assets									
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9735	Office Furniture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 129,717**	**$ 154,901**	**$ 180,221**	**$ 88,338**	**$ 192,091**	**$ 188,126**	**$ -**	**$ 188,126**

MUNICIPAL COURT
Account 10-515

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ (107)	$ 1,694	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 634	$ 429	$ 504	$ 18	$ 18	$ 504	$ -	$ 504
1020	Social Security / Medicare (7.65%)	$ 6,890	$ 7,135	$ 7,478	$ 3,915	$ 7,830	$ 8,078	$ -	$ 8,078
1030	TMRS	$ 7,239	$ 7,803	$ 8,094	$ 4,312	$ 8,624	$ 9,588	$ -	$ 9,588
1050	Health, Dental, & Life Insurance	$ 22,390	$ 27,743	$ 27,477	$ 15,557	$ 31,114	$ 28,212	$ -	$ 28,212
1060	Health Reimbursement Account	$ 1,106	$ 1,328	$ 1,308	$ 652	$ 1,304	$ 1,308	$ -	$ 1,308
1070	Workers Comp	$ -	$ 530	$ 583	$ 1,614	$ 1,614	$ 1,775	$ -	$ 1,775
1130	Municipal Court Clerk	$ 92,012	$ 95,164	$ 96,202	$ 51,174	$ 102,348	$ 103,981	$ -	$ 103,981
1145	Longevity	$ 311	$ 69	$ 138	$ 138	$ 138	$ 208	$ -	$ 208
1146	Rewards Program	$ 405	$ -	$ 810	$ 810	$ 810	$ 810	$ -	$ 810
1148	Cell Phone Stipend	$ -	$ 600	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 138	$ 69	$ 138	$ 69	$ 69	$ 138	$ -	$ 138
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

MUNICIPAL COURT
Account 10-515

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increasess	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 131,019**	**$ 142,564**	**$ 143,332**	**$ 78,560**	**$ 154,469**	**$ 155,203**	**$ -**	**$ 155,203**
Operation & Maintenance									
4110	Uniforms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel Judges school hotel Court Clerk school Incode Training TCCA Conference TMCEC Legislative Update Bailiff Training TCCA Chapter Meetings	$ 474	$ 409	$ 1,500	$ 540	$ 1,000	$ 500	$ -	$ 500
4300	Training / Education TMCEC Judge's school TMCEC Court Clerk school Incode - Court Training TCCA Conference TMCEC Legislative Update Bailiff Training Adobe Acrobat online Training	$ 775	$ 1,900	$ 2,000	$ 1,000	$ 2,225	$ 2,500	$ -	$ 2,500

MUNICIPAL COURT
Account 10-515

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4400	Dues TCAA & TMCA	$ 130	$ 300	$ 350	$ -	$ 350	$ 350	$ -	$ 350
4420	Bonds (Notary Bond)	$ -	$ 155	$ 155	$ -	$ -	$ -	$ -	$ -
4425	Jury Expense	$ -	$ 108	$ 500	$ -	$ 250	$ 500	$ -	$ 500
4430	State Court & Arrest Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4435	Bond Refund for Defendant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4575	Credit Card Fees	$ 5,478	$ 4,706	$ 6,000	$ 2,070	$ 5,500	$ 6,000	$ -	$ 6,000
4600	Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 384	$ 89	$ 250	$ 20	$ 100	$ 100	$ -	$ 100
4800	Court Technology Fees Expenses	$ 2,516	$ 4,686	$ 30,000	$ 10,660	$ 10,660	$ 15,000	$ -	$ 15,000
4825	Information Technology	$ -	$ -	$ 2,500	$ -	$ 2,500	$ 1,000	$ -	$ 1,000
4850	Building Security Fees Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 9,757**	**$ 12,352**	**$ 43,255**	**$ 14,290**	**$ 22,585**	**$ 25,950**	**$ -**	**$ 25,950**

Supplies

MUNICIPAL COURT
Account 10-515

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5100	Books/Publications/Films	$ -	$ -	$ 300	$ -	$ -	$ -	$ -	$ -
5200	Postage	$ 401	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 1,220	$ 964	$ 1,300	$ 35	$ 1,300	$ 750	$ -	$ 750
5500	COVID 19 Expenses	$ 320	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 1,940**	**$ 964**	**$ 1,600**	**$ 35**	**$ 1,300**	**$ 750**	**$ -**	**$ 750**
Services									
6100	Professional Services Certified Translator Presiding Judge Associate Judges Translation Services $3,500	$ 14,885	$ 17,840	$ 38,000	$ 9,533	$ 25,000	$ 41,500	$ -	$ 41,500
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6320	Jail and Warrant Expense	$ 1,100	$ 943	$ 1,500	$ 480	$ 1,000	$ 1,000	$ -	$ 1,000
6400	Printing & Binding Services	$ 1,393	$ 71	$ 600	$ -	$ 300	$ 300	$ -	$ 300
6500	Miscellaneous Services	$ 226	$ -	$ 1,500	$ -	$ 500	$ 500	$ -	$ 500
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

MUNICIPAL COURT
Account 10-515

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	$ 17,604	$ 18,854	$ 41,600	$ 10,013	$ 26,800	$ 43,300	$ -	$ 43,300
Fixed Assets									
9730	Office Equipment/Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL	$ 160,319	$ 174,734	$ 229,787	$ 102,899	$ 205,154	$ 225,203	$ -	$ 225,203

CITY SECRETARY
Account 10-516

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary Expense (Auditor Ac	$ 158	$ 858	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 68	$ 252	$ 9	$ 9	$ 252	$ -	$ 252
1020	Social Security / Medicare (7.65%)	$ 5,704	$ 6,215	$ 6,200	$ 3,222	$ 6,444	$ 6,508	$ -	$ 6,508
1030	TMRS	$ 6,216	$ 6,717	$ 6,710	$ 3,468	$ 6,936	$ 7,725	$ -	$ 7,725
1050	Health Insurance	$ 8,793	$ 7,220	$ 71	$ 645	$ 1,290	$ 1,451	$ -	$ 1,451
1060	Health Reimbursement Account	$ 663	$ 522	$ 654	$ 331	$ 662	$ 654	$ -	$ 654
1070	Workers Compensation	$ -	$ 442	$ 486	$ 1,342	$ 1,342	$ 1,476	$ -	$ 1,476
1110	City Secretary	$ 75,005	$ 81,349	$ 80,000	$ 41,846	$ 83,692	$ 84,000	$ -	$ 84,000
1145	Longevity	$ 208	$ 242	$ 35	$ 35	$ 35	$ 69	$ -	$ 69
1146	Rewards Program	$ 405	$ 405	$ 405	$ 405	$ 405	$ 405	$ -	$ 405
1148	Cell Phone Stipend	$ 600	$ 531	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 69	$ 35	$ 69	$ 35	$ 35	$ 69	$ -	$ 69
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CITY SECRETARY
Account 10-516

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 98,074**	**$ 104,603**	**$ 95,481**	**$ 51,638**	**$ 101,450**	**$ 103,209**	**$ -**	**$ 103,209**
Operation & Maintenance									
4000	Liability/Property Insurance Liability/Property/Errors & Omissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel CM/CS (hotel, meals) TMLConf ICMA Conference	$ 615	$ 1,851	$ 3,000	$ -	$ 115	$ 2,400	$ -	$ 2,400
4300	Training / Education	$ 475	$ 285	$ 2,000	$ -	$ 150	$ 600	$ -	$ 600
4305	Conventions TML Conf City Clerk's Seminars TCMA Conference	$ -	$ -	$ 1,500	$ -	$ 340	$ 1,020	$ -	$ 1,020
4400	Dues Texas Municipal League Capitol Area COG TCMA TCMA Region 7 TMCA - City Secretary Association	$ 130	$ 100	$ 400	$ 100	$ 130	$ 255	$ -	$ 255

CITY SECRETARY
Account 10-516

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Capitol Chapter of City Clerks Assn.								
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices Employment/Miscellaneous Ordinances passed Election	$ 3,552	$ 4,255	$ 5,000	$ 1,296	$ 5,198	$ 5,356	$ -	$ 5,356
4565	Elections General & Special Elections Special elections	$ 6,490	$ 4,037	$ 20,000	$ 8,729	$ 8,630	$ 12,500	$ -	$ 12,500
4750	Miscellaneous Expenses Committees Recognition Office Equip. Repairs	$ -	$ 1,093	$ 1,000	$ 20	$ 309	$ 1,000	$ -	$ 1,000
4825	Information Technology Expenses	$ -	$ -	$ 1,500	$ -	$ -	$ 500	$ -	$ 500
	Subtotal	**$ 11,262**	**$ 11,620**	**$ 34,400**	**$ 10,146**	**$ 14,872**	**$ 23,631**	**$ -**	**$ 23,631**
Supplies									
5100	Books/Publications/Films	$ 59	$ -	$ 200	$ -	$ 139	$ 500	$ -	$ 500
5200	Postage	$ 53	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 373	$ 169	$ 1,500	$ 49	$ 250	$ 500	$ -	$ 500
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CITY SECRETARY
Account 10-516

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 484**	**$ 169**	**$ 1,700**	**$ 49**	**$ 389**	**$ 1,000**	**$ -**	**$ 1,000**
Services									
6100	Professional Services Updates to Codification and hosting Records Management	$ 3,150	$ 4,632	$ 15,000	$ 1,700	$ 1,700	$ 12,000	$ -	$ 12,000
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6500	Miscellaneous Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6540	Maintenance Agreements Granicus Agenda Software	$ -	$ -	$ 5,700	$ 5,000	$ 5,000	$ 5,350	$ -	$ 5,350
	Subtotal	**$ 3,150**	**$ 4,632**	**$ 20,700**	**$ 6,700**	**$ 6,700**	**$ 17,350**	**$ -**	**$ 17,350**
Fixed Assets									
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 112,970**	**$ 121,025**	**$ 152,281**	**$ 68,532**	**$ 123,411**	**$ 145,190**	**$ -**	**$ 145,190**

ECONOMIC DEVELOPMENT
Account 10-517

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary Expense (Auditor Ac	$ 328	$ 1,643	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 504	$ 18	$ 504	$ 18	$ 18	$ 504	$ -	$ 504
1020	Social Security / Medicare (7.65%)	$ 11,347	$ 11,800	$ 12,015	$ 6,441	$ 12,882	$ 12,394	$ -	$ 12,394
1030	TMRS	$ 12,301	$ 12,764	$ 13,005	$ 7,025	$ 14,050	$ 14,710	$ -	$ 14,710
1050	Health Insurance	$ 23,121	$ 28,370	$ 28,217	$ 15,372	$ 30,744	$ 28,212	$ -	$ 28,212
1060	Health Reimbursement Account	$ 1,327	$ 1,328	$ 1,308	$ 652	$ 1,304	$ 1,308	$ -	$ 1,308
1070	Workers Compensation	$ 157	$ 530	$ 583	$ 2,524	$ 2,524	$ 2,777	$ -	$ 2,777
1100	Economic Development Director	$ 72,493	$ 75,457	$ 75,541	$ 42,361	$ 84,722	$ 85,487	$ -	$ 85,487
	Event Planner	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1143	Cell Phone Allowance	$ 1,177	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1144	Car Allowance	$ 4,200	$ 4,200	$ 4,200	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,200
1145	Longevity	$ 242	$ 311	$ 381	$ 381	$ 381	$ 311	$ -	$ 311
1146	Rewards Program	$ 810	$ 810	$ 810	$ 810	$ 810	$ 810	$ -	$ 810
1148	Cell Phone Stipend	$ -	$ 1,200	$ 1,200	$ 600	$ 1,200	$ 1,200	$ -	$ 1,200

ECONOMIC DEVELOPMENT
Account 10-517

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1149	In Lieu Of	$ 138	$ 69	$ 138	$ 69	$ 69		$ 138	$ -	$ 138
1274	Overtime	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1550	Communications & Mktg	$ 71,903	$ 74,844	$ 74,928	$ 39,193	$ 78,386		$ 70,000	$ -	$ 70,000
	Subtotal	**$ 200,048**	**$ 213,343**	**$ 212,829**	**$ 117,546**	**$ 231,290**		**$ 222,051**	**$ -**	**$ 222,051**
Operation & Maintenance										
4000	Liability/Property Insurance Liability/Property/Errors & Omissions	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4200	Travel	$ -	$ 6,430	$ 6,000	$ 759	$ 2,500		$ 7,500	$ -	$ 7,500
4300	Training / Education	$ -	$ 1,895	$ 3,500	$ 118	$ 1,500		$ 2,000	$ -	$ 2,000
4305	Conventions	$ 245	$ 3,289	$ 5,000	$ -	$ 1,500		$ 4,000	$ -	$ 4,000
4350	Sales Tax Rebate Vistago The Village	$ -	$ 2,256	$ 2,256	$ -	$ 2,812	 $ 3,500 $ -	$ 3,500	$ -	$ 3,500
4360	Property Tax Rebate Vistago	$ 7,996	$ 26,238	$ 26,238	$ -	$ 5,578	 $ 6,000	$ 11,000	$ -	$ 11,000

ECONOMIC DEVELOPMENT
Account 10-517

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	The Village						$ 5,000			
4400	Dues	$ 3,196	$ 2,325	$ 4,500	$ 3,380	$ 500		$ 5,000	$ -	$ 5,000
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4550	Legal Notices	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4600	Telephone/Internet/Cable	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4700	Maintenance/Repairs	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4715	Matching Grant Funds	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 400	$ 7,588	$ 7,500	$ 1,341	$ 1,200		$ 1,200	$ -	$ 1,200
4825	Information Technology Expenses	$ -	$ -	$ 2,000	$ -	$ 1,000		$ 1,000	$ -	$ 1,000
	Subtotal	**$ 11,836**	**$ 50,021**	**$ 56,994**	**$ 5,598**	**$ 16,590**		**$ 35,200**	**$ -**	**$ 35,200**
Supplies										
5100	Books/Publications/Films	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5200	Postage	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5300	Supplies	$ 1,313	$ 382	$ 4,000	$ 45	$ 500		$ 1,000	$ -	$ 1,000

ECONOMIC DEVELOPMENT
Account 10-517

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 1,313**	**$ 382**	**$ 4,000**	**$ 45**	**$ 500**	**$ 1,000**	**$ -**	**$ 1,000**
Services									
6100	Professional Services Recruitment	$ 10,488	$ 22,097	$ 35,000	$ 601	$ 18,000	$ 20,000	$ -	$ 20,000
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6500	Miscellaneous Services EDAC	$ -	$ 69	$ -	$ -	$ -	$ -	$ -	$ -
6540	Maintenance Agreements	$ -	$ -	$ -					
	Subtotal	**$ 10,488**	**$ 22,166**	**$ 35,000**	**$ 601**	**$ 18,000**	**$ 20,000**	**$ -**	**$ 20,000**
Fixed Assets									
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 223,685**	**$ 285,912**	**$ 308,823**	**$ 123,790**	**$ 266,380**	**$ 278,251**	**$ -**	**$ 278,251**

LEGAL
Account 10-518

Account Number	Account Name	Yr End Budget 09/30/21	Yr End Budget 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary Expense (Auditor A	$ 266	$ 1,377	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 9	$ 504	$ -	$ -	$ -	$ -	$ -
1020	Social Security / Medicare (7.65%)	$ 10,036	$ 10,422	$ 15,048	$ 3,519	$ 3,519	$ -	$ -	$ -
1030	TMRS	$ 10,716	$ 11,110	$ 16,288	$ 3,756	$ 3,756	$ -	$ -	$ -
1050	Health, Dental, & Life Insurance	$ 9,393	$ 11,226	$ 31,225	$ 1,535	$ 1,535	$ -	$ -	$ -
1060	Health Reimbursement Account	$ 663	$ 664	$ 1,308	$ 110	$ 110	$ -	$ -	$ -
1070	Workers Compensation	$ -	$ -	$ 583	$ 3,164	$ 3,164	$ -	$ -	$ -
1100	City Attorney	$ 123,391	$ 128,437	$ 128,581	$ 44,857	$ 44,857	$ -	$ -	$ -
1115	Legal Assistant/Paralegal	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ -
1143	Cell Phone Allowance	$ 1,020	$ 1,020	$ 1,020	$ -	$ -	$ -	$ -	$ -
1144	Car Allowance	$ 6,600	$ 6,600	$ 6,600	$ 1,015	$ 1,015	$ -	$ -	$ -
1145	Longevity Pay	$ 35	$ 69	$ 104	$ -	$ -	$ -	$ -	$ -
1146	Rewards Program	$ 405	$ 405	$ 405	$ -	$ -	$ -	$ -	$ -
1148	Cell Phone Stipend	$ -		$ 600	$ -	$ -	$ -	$ -	$ -

LEGAL
Account 10-518

Account Number	Account Name	Yr End Budget 09/30/21	Yr End Budget 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1149	In Lieu Of	$ 69	$ 35	$ 138	$ -	$ -	$ -	$ -	$ -
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 162,845**	**$ 171,373**	**$ 262,404**	**$ 57,957**	**$ 57,956**	**$ -**	**$ -**	**$ -**
Operation & Maintenance									
4000	Liability/Property Insurance Liability/Property/Errors & Omissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4110	Uniforms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel	$ -	$ 3,481	$ 4,000	$ 649	$ 649	$ -	$ -	$ -
4300	Training / Education	$ 679	$ 1,089	$ 6,000	$ -	$ -	$ -	$ -	$ -
4305	Conventions	$ -	$ 345	$ -	$ -	$ -	$ -	$ -	$ -
4400	Dues	$ 400	$ 315	$ 1,500	$ 70	$ 70	$ -	$ -	$ -
4420	Bonds (Notary Bond)	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices	$ -	$ 197	$ 500	$ -	$ -	$ -	$ -	$ -
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

LEGAL
Account 10-518

Account Number	Account Name	Yr End Budget 09/30/21	Yr End Budget 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4600	Telephone/Internet/Cable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 18	$ 108	$ 500	$ -	$ -	$ -	$ -	$ -
4825	Information Technology Expenses	$ 620	$ 14	$ 8,000	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 1,717**	**$ 5,549**	**$ 20,650**	**$ 719**	**$ 719**	**$ -**	**$ -**	**$ -**
Supplies									
5100	Books/Publications/Films Miscellaneous books	$ 523	$ 6,833	$ 1,500	$ -	$ -	$ -	$ -	$ -
5200	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 159	$ 3,401	$ 3,500	$ -	$ -	$ -	$ -	$ -
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 682**	**$ 10,234**	**$ 5,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Services									
6100	Professional Services	$ 2,117	$ 1	$ 5,000	$ -	$ -	$ -	$ -	$ -

LEGAL
Account 10-518

Account Number	Account Name	Yr End Budget 09/30/21	Yr End Budget 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6120	Legal Services	$ 37,543	$ 27,383	$ 50,000	$ 151,160	$ 350,000	$ 405,000	$ -	$ 405,000
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6500	Miscellaneous Services	$ -	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
6540	Maintenance Agreements	$ 4,289	$ 5,980	$ 10,000	$ 2,584	$ 6,200	$ -	$ -	$ -
6700	Settlement	$ -	$ -	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -
	Subtotal	**$ 43,949**	**$ 33,365**	**$ 116,500**	**$ 153,744**	**$ 406,200**	**$ 405,000**	**$ -**	**$ 405,000**
Fixed Assets									
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 209,193**	**$ 220,520**	**$ 404,554**	**$ 212,420**	**$ 464,875**	**$ 405,000**	**$ -**	**$ 405,000**

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits										
1000	Accrued Salary (Auditor Adj)	$ 3,743	$ 4,616	$ -	$ -	$ -		$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 4,947	$ 263	$ 5,544	$ 214	$ 214		$ 6,048	$ 252	$ 6,300
1020	Social Security / Medicare (7.65%)	$ 90,128	$ 98,437	$ 116,516	$ 56,374	$ 112,748		$ 140,381	$ -	$ 145,559
							OT Increase	$ -	$ 918	
							SRO		$ 4,260	
1030	TMRS	$ 98,717	$ 106,934	$ 126,111	$ 61,768	$ 123,536		$ 166,621	$ -	$ 172,767
							OT Increase	$ -	$ 1,090	
							SRO		$ 5,057	
1050	Health, Dental, & Life Insurance	$ 233,968	$ 204,232	$ 334,350	$ 134,509	$ 269,018		$ 356,205	$ 20,572	$ 376,778
1060	Health Reimbursement Account	$ 12,324	$ 10,008	$ 14,064	$ 5,647	$ 112,194		$ 15,696	$ 654	$ 16,350
1070	Workers Comp	$ 18,880	$ 21,525	$ 23,678	$ 24,430	$ 24,430		$ 26,873	$ -	$ 26,873
1145	Longevity	$ 6,713	$ 6,471	$ 4,256	$ 4,083	$ 4,083		$ 4,706	$ 35	$ 4,740
1146	Reward Program	$ 7,289	$ 6,479	$ 8,098	$ 5,264	$ 5,264		$ 9,718		$ 9,718
1147	Boots/Uniform Allowance	$ 19,300	$ 13,478	$ 22,600	$ 15,400	$ 15,400		$ 24,060	$ 1,100	$ 25,160
1148	Cell Phone Stipend	$ -	$ 46	$ -	$ 300	$ 600		$ 1,800	$ -	$ 1,800
1149	In Lieu Of	$ 1,246	$ 692	$ 1,384	$ 519	$ 519		$ 1,661	$ 69	$ 1,730
1200	Police Chief	$ 119,480	$ 115,647	$ 130,000	$ 68,000	$ 136,000		$ 136,500	$ -	$ 136,500

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1205	Police Captain	$ 97,665	$ 103,996	$ 111,948	$ 31,385	$ 62,770	$ 102,000	$ -	$ 102,000
1210	Police Lieutenant	$ 82,949	$ 92,323	$ 95,079	$ 50,106	$ 100,212	$ 107,321	$ -	$ 107,321
1220	Sergeant Detectives	$ 133,895	$ 147,896	$ 153,477	$ 80,969	$ 161,938	$ 173,239	$ -	$ 173,239
1221	Patrol Sergeants	$ 203,005	$ 195,726	$ 233,345	$ 77,819	$ 155,638	$ 324,186	$ -	$ 324,186
1230	Police Officers	$ 529,184	$ 485,975	$ 674,961	$ 324,851	$ 649,702	$ 763,974	$ -	$ 763,974
1235	SRO - School Resource Officer Split cost with LVISD	$ -	$ -	$ -	$ -	$ -	$ -	$ 54,558	$ 54,558
1240	Code Enforcement/ Animal Control	$ -		$ -	$ -	$ -	$ 108,378	$ -	$ 108,378
1250	Police Administrative Assistant	$ 56,657	$ 60,706	$ 57,321	$ 2,322	$ 40,000	$ 56,160	$ -	$ 56,160
1260	Animal Control/Police Officer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1274	Overtime	$ 22,039	$ 85,223	$ 32,000	$ 90,444	$ 180,888	$ 18,000	$ 12,000	$ 30,000
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1450	Certification Pay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1591	Standby Time	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 1,742,127**	**$ 1,760,671**	**$ 2,144,732**	**$ 1,034,404**	**$ 2,155,154**		**$ 2,543,527**	**$ 100,565**	**$ 2,644,092**
Operation & Maintenance										
4000	Liability/Property Insurance Vehicle Liability Auto Physical Damage Law Enforcement Liability	$ 19,281	$ 24,567	$ 27,024	$ 31,921	$ 31,921		$ 29,726	$ -	$ 29,726
4100	Uniforms - RUN THRU PAYROLL New Officer Uniforms x 5 @ $1,500 each	$ 3,383	$ 3,885	$ 5,355	$ 8,804	$ 10,000		$ 7,500	$ -	$ 7,500
4110	Ballistic Vest Program Replace 3 Expired Sets of Body Armor @ $1,200 each Puchase 5 New Sets of Body Armor @ $1,200 each	$ 4,602	$ 400	$ 6,000	$ 2,338	$ 11,376	$ 3,600 $ 6,000	$ 9,600	$ -	$ 9,600
4200	Travel Hotel, gas & meals for peace officer education	$ 983	$ 2,763	$ 5,500	$ 2,098	$ 5,500		$ 6,000	$ -	$ 6,000
4221	CAP COG Grant (Generator)	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4300	Training / Education	$ 3,210	$ 2,465	$ 10,000	$ 7,097	$ 10,000		$ 15,000	$ -	$ 15,000
4320	Leose Expense	$ 1,555	$ 200	$ 5,000	$ -	$ 5,000		$ 1,400	$ -	$ 1,400
4330	Capco Expense Voice Recorder Maint Agreement	$ 6,540	$ 3,559	$ 3,559	$ -	$ 3,559		$ 3,559	$ -	$ 3,559
4340	Crossing Guard Expense	$ -	$ -	$ 5,000	$ -	$ -		$ -	$ -	$ -
4400	Dues	$ 670	$ 120	$ 740	$ 707	$ 707		$ 1,280	$ -	$ 1,280

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	International Assoc. of Chief Police - Boshears/Chrane						$ 400			
	TX Police Chiefs Assoc. - Boshears/Chrane						$ 500			
	C. Cochran - Crime Prev Officer						$ 50			
	Sam's Club						$ 75			
	Costco						$ 55			
	Miscellaneous						$ 200			
4420	Bonds	$ 112	$ 112	$ 224	$ -	$ -		$ -	$ -	$ -
	Notary Bond x2 @ $112.00									
4550	Legal Notices	$ -	$ -	$ 125	$ -	$ -		$ -	$ -	$ -
4570	Rental/Lease	$ -	$ 19,450	$ 18,600	$ 13,950	$ 18,600		$ -	$ -	$ -
4600	Telephone	$ 14,143	$ 10,412	$ 25,972	$ 5,525	$ 11,050		$ 25,748	$ -	$ 25,748
	Telephone Service w/caller ID (3 lines)						$ 6,700			
	Call Forwarding (4 lines)						$ 48			
	Cell Phones						$ 11,000			
	Data Card for Laptops (MDC)						$ 8,000			
4650	Electricity	$ 12,435	$ 13,284	$ 15,550	$ 5,651	$ 13,563		$ 15,550	$ -	$ 15,550
4670	Water Service	$ 1,042	$ 1,455	$ 3,300	$ 881	$ 1,760		$ 2,200	$ -	$ 2,200
4675	Sewer Service	$ 616	$ 782	$ 3,622	$ 629	$ 1,258		$ 1,575	$ -	$ 1,575
4700	Maintenance/Repairs	$ 753	$ 614	$ 5,510	$ 784	$ 2,500		$ 5,800	$ -	$ 5,800
	A/C Filters (Number of Filters and Amount to be Determined)						$ 1,100			
	Fire Extinguisher Inspections						$ 700			
	Assorted Equipment Repair						$ 4,000			
4725	Vehicle Maintenance & Repair	$ 21,667	$ 26,304	$ 39,020	$ 12,710	$ 39,020		$ 45,920	$ -	$ 45,920

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	21 Inspections						$ 1,700			
	Repairs						$ 20,000			
	Speed Sign Batteries						$ 2,000			
	Lubrication						$ 3,500			
	Tires :									
	Dodge Chargers 16 18" Tires						$ 3,040			
	Ford (Newer) SUV - 32 18" Tires						$ 9,280			
	Ford (Older) SUV 32 18" Tires						$ 6,400			
4740	Animal Control	$ 255	$ 116	$ 5,000	$ -	$ -		$ 5,000	$ -	$ 5,000
	Animal Food, Cages, Equipment									
	Annual Inspection of cages/facility									
	Chip Readers & Equipment x 3 @ $350 ea									
4745	Police K-9	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Food & Pet Supplies									
	Annual Vet Exam									
	Equipment									
4750	Miscellaneous Expenses	$ 37,049	$ 3,962	$ 1,000	$ 990	$ 1,100		$ 1,100	$ -	$ 1,100
4775	Medical	$ -	0	$ 22,825	$ 948	$ 1,500		$ 3,600	$ -	$ 3,600
	New View Psychological/Physicals 6 x $600						$ 3,600			
4780	Miscellaneous Building Expenses	$ -	0	$ 6,300	$ 6,496	$ 7,000.00		$ 7,000	$ -	$ 7,000
4800	National Night Out	$ -	0	$ 3,000	$ 1,227	$ 3,000		$ 5,000	$ -	$ 5,000
4825	Information Technology	$ 1,800	$ 8,000	$ 20,447	$ 11,867	$ 11,867		$ 19,500	$ 20,000	$ 39,500
	Xon Fleet 3 - In-Car Cameras						$ 20,000			
	5 Flock Safety Falcon Cameras + Advanced Features - Annual Payment						$ 15,000			
	2 Flock Cameras @ $2,500 each						$ -			

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	3 Desktop Computers @ $1,500 each						$ 4,500			
	Subtotal	**$ 130,096**	**$ 122,449**	**$ 238,673**	**$ 114,622**	**$ 190,281**		**$ 212,058**	**$ 20,000**	**$ 232,058**
Supplies										
5100	Books/Publications/Films	$ 971	$ 1,519	$ 500	$ 216	$ 216		$ 500	$ -	$ 500
5200	Postage	$ 367	$ 337	$ 1,000	$ 80	$ 400		$ 500	$ -	$ 500
5300	Supplies	$ 5,955	$ 23,109	$ 22,800	$ 13,536	$ 20,000		$ 10,950	$ -	$ 10,950
	2 LIDAR Handheld Speeding Detector						$ -			
	Miscellaneous						$ 5,000			
	Misc Ink Cartridges						$ 1,000			
	Flares						$ 500			
	Fingerprint Kit						$ 750			
	Drug Kits						$ 1,000			
	Radar Calibration						$ 1,500			
	Shredding Company @ $100 per month						$ 1,200			
5301	Qualifying Ammunition	$ 7,701	$ 14,598	$ 49,900	$ 35,914	$ 33,000		$ 51,500	$ -	$ 51,500
	Ammunition						$ 33,000			
	Shooting Range Equipment						$ 4,500			
	Firearms Acquisitions						$ 14,000			
5400	Fuel	$ 31,692	$ 38,100	$ 42,000	$ 20,629	$ 42,000		$ 52,500	$ -	$ 52,500
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 46,685**	**$ 77,663**	**$ 116,200**	**$ 70,374**	**$ 95,616**		**$ 115,950**	**$ -**	**$ 115,950**
Services										
6100	Professional Services	$ 2,865	$ 99,415	$ 10,000	$ 8,357	$ 10,000		$ 16,498	$ -	$ 16,498
	PowerDMS / PowerTime / PowerFTO Subscriptions						$ 13,955			
	Guardian Tracking Subscription						$ 2,543			
6120	Legal Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6150	PD 911 Services	$ 600	$ 900	$ -	$ -	$ -		$ 900	$ -	$ 900
6200	Radios / LCRA	$ -	$ -	$ 41,752	$ 16,662.50	$ 41,752		$ 34,002	$ -	$ 34,002
	(LCRA)900 MZH Annual Maintenance, including additional LCRA T						$ 17,802			
	Radio Repair						$ 7,200			
	LCRA Program Vehicle Radios x 5 @ $500 ea						$ 2,500			
	Radio Repair & Replacement (LCRA)						$ 6,500			
6500	Contractual Services	$ 26,341	$ 40,156	$ 40,770	$ 23,008	$ 79,763		$ 72,270	$ -	$ 72,270
	Cleaning Service $710 x 12						$ 8,520			
	LEADS Online Annual Contract Detectives' Office						$ 3,419			
	Record Mgmt Sys Annual Maintenance & Data Back-up to add MDC Capability						$ 10,800			
	Axon OSP Annual Payment - Year 2 of 5 Body Cameras						$ 45,896			
	IACP Net						$ 875			
	Clear Crime Software annual Support						$ 2,760			
6540	Maintenance Agreements	$ 272	$ -	$ -	$ -	$ -		$ 5,070	$ 35,000	$ 40,070
	GATTRS Maintenance Agreement						$ 35,000			
6600	Disposal Service	$ -	$ 115	$ -	$ 72	$ 72		$ -	$ -	$ -

POLICE DEPARTMENT
Account 10-520

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 30,078**	**$ 140,586**	**$ 92,522**	**$ 48,099**	**$ 131,587**		**$ 128,740**	**$ 35,000**	**$ 163,740**
Fixed Assets										
9000	Fixed Assets	$ -	$ -	$ 35,000	$ 23,986	$ 23,986		$ -	$ -	$ -
	Radio System Upgrades $1,486,685.96 - Partially Covered by ARPA Funds									
	Computer Aided Dispatch (CAD) Records Management System (RMS) $610,000 - Partially Covered by ARPA Funds									
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9740	Emergency & Vehicle Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9760	Vehicles	$ 208,703	$ 105,285	$ 226,545	$ -	$ 228,460		$ -	$ 120,000	$ 120,000
	Animal Control Vehicle						$ 65,000			
	SRO Vehicle						$ 55,000			
	1 New Vehicle						$ -			
	1 New Vehicle						$ -			
	Subtotal	**$ 208,703**	**$ 105,285**	**$ 261,545**	**$ 23,986**	**$ 252,446**		**$ -**	**$ 120,000**	**$ 120,000**
	TOTAL	**$ 2,157,689**	**$ 2,206,654**	**$ 2,853,672**	**$ 1,291,486**	**$ 2,825,084**		**$ 3,000,276**	**$ 275,565**	**$ 3,275,840**

POLICE DISPATCH
Account 10-525

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ (1,976)	$ 5,490	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,852	$ 231	$ 2,016	$ 55	$ 55	$ 2,016	$ 252	$ 2,268
1020	Social Security / Medicare (7.65%)	$ 17,443	$ 16,401	$ 23,788	$ 11,204	$ 22,408	$ 25,385	$ 2,886	$ 28,271
1030	TMRS	$ 19,768	$ 18,775	$ 28,817	$ 12,777	$ 25,554	$ 30,130	$ 3,425	$ 33,555
1050	Health, Dental, & Life Insurance	$ 70,072	$ 68,003	$ 99,099	$ 43,773	$ 87,546	$ 102,511	$ 20,572	$ 123,083
1060	Health Reimbursement Account	$ 3,762	$ 3,164	$ 4,578	$ 1,702	$ 3,404	$ 4,578	$ 654	$ 5,232
1070	Workers Comp	$ 471	$ 882	$ 970	$ 4,733	$ 4,733	$ 5,207	$ -	$ 5,207
1145	Longevity	$ 623	$ 588	$ 865	$ 692	$ 692	$ 1,003	$ 35	$ 1,038
1146	Rewards Program	$ 2,430	$ 1,620	$ 2,834	$ 1,620	$ 1,620	$ 2,834	$ -	$ 2,834
1147	Boots/Uniform Allowance	$ 3,600	$ 2,400	$ 5,000	$ 2,400	$ 2,400	$ 4,800	$ 600	$ 5,400
1148	Cell Phone Stipend	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1149	In Lieu Of	$ 554	$ 173	$ 554	$ 138	$ 138	$ 554	$ 69	$ 623
1150	Current Dispatch Incentive	$ -	$ 6,769	$ -	$ 308	$ 308	$ -	$ -	$ -
1260	Dispatch Supervisor	$ 43,610	$ 45,153	$ 45,444	$ 22,685	$ 45,370	$ 49,504	$ -	$ 49,504

POLICE DISPATCH
Account 10-525

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1261	Dispatchers	$ 175,363	$ 138,623	$ 236,686	$ 88,606	$ 177,212	$ 243,690	$ 37,086	$ 280,776
1270	Settlement	$ 4,497	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1274	Overtime	$ 14,889	$ 35,340	$ 20,000	$ 38,956	$ 77,912	$ 30,000	$ -	$ 30,000
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1450	Certificaton Pay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 356,958**	**$ 343,611**	**$ 470,651**	**$ 229,650**	**$ 449,352**	**$ 502,213**	**$ 65,579**	**$ 567,792**
Operations & Maintenance									
4110	Uniforms -RUN THRU PAYROLL	$ -	$ -	$ 4,800	$ 347	$ 2,200	$ -	$ -	$ -
4200	Travel Hotel, fuel & meals to Education and Meetings for Dispatchers	$ 381	$ 423	$ 1,000	$ 603	$ 1,000	$ 2,500	$ -	$ 2,500
4300	Training / Education Mandated classes for Dispatchers	$ 100	$ -	$ 3,000	$ 150	$ 3,000	$ 4,000	$ -	$ 4,000
4420	Bonds Notary Bond 4 @ $112	$ -	$ 115	$ 896	$ 345	$ 672	$ 448	$ -	$ 448
4700	Repairs & Maintenance	$ -	$ -	$ 2,500	$ -	$ 2,500	$ 1,000	$ -	$ 1,000

POLICE DISPATCH
Account 10-525

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4775	Medical Physical & Psych Exam x 5 @ $300 ea Drug Screen x 5 @ $200 ea	$ -	$ -	$ 2,500	$ 1,050	$ 1,600		$ 2,500	$ -	$ 2,500
4825	Information Technology	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 481**	**$ 538**	**$ 14,696**	**$ 2,495**	**$ 10,972**		**$ 10,448**	**$ -**	**$ 10,448**
Supplies										
5300	Supplies Toner Labels Comm Equipment Batteries Headsets x 3 @ $300 ea 3 Ergonomic Chairs	$ 1,007	$ 2,400	$ 3,850	$ 2,032	$ 3,850	$ 2,500	$ 4,800	$ 2,500	$ 7,300
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 1,007**	**$ 2,400**	**$ 3,850**	**$ 2,032**	**$ 3,850**		**$ 4,800**	**$ 2,500**	**$ 7,300**
Services										
6150	911 Service ENS Service Fees	$ 20,050	$ 15,038	$ 26,100	$ 20,050	$ 26,100		$ 26,650	$ -	$ 26,650

POLICE DISPATCH
Account 10-525

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	911 PSAP						$ 23,500			
	Public Safety Access Point						$ 1,150			
	911 Service Repairs						$ 1,000			
	Repair Agreement						$ 1,000			
6500	Miscellaneous Services	$ 534	$ 45	$ 1,000	$ -	$ 1,000		$ 1,000	$ -	$ 1,000
6540	Maintenance Agreements	$ 16,769	$ 17,816	$ 6,360	$ 3,934	$ 6,360		$ 4,200	$ -	$ 4,200
	Generator Maitenance & Parts Agreement						$ -			
	BeON Annual Airtime Fee 18 Officers x $10 x 12 months						$ -			
	Subtotal	**$ 37,352**	**$ 32,898**	**$ 33,460**	**$ 23,984**	**$ 33,460**		**$ 31,850**	**$ -**	**$ 31,850**
Fixed Assets										
9000	Fixed Assets	$ -	$ -	$ -	$ -	$ -		$ -	$ 12,500	$ 12,500
	Air Conditioner						$ 12,500			
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9750	Communications Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 12,500**	**$ 12,500**
	TOTAL	**$ 395,798**	**$ 379,447**	**$ 522,657**	**$ 258,161**	**$ 497,634**		**$ 549,311**	**$ 80,579**	**$ 629,890**

STREET DEPARTMENT
Account 10-530

Accoun Numbe	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ 4,117	$ (3,191)	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 3,097	$ 344	$ 2,772	$ 79	$ 79	$ 2,772	$ -	$ 2,772
1020	Social Security / Medicare (7.65%)	$ 35,294	$ 34,464	$ 37,518	$ 17,346	$ 34,692	$ 40,631	$ -	$ 40,631
1030	TMRS	$ 38,257	$ 37,169	$ 40,578	$ 18,918	$ 37,836	$ 48,226	$ -	$ 48,226
1050	Health, Dental, & Life Insurance	$ 110,734	$ 112,659	$ 159,151	$ 57,892	$ 115,784	$ 161,473	$ -	$ 161,473
1060	Health Reimbursement Account	$ 7,183	$ 6,220	$ 7,194	$ 2,793	$ 5,586	$ 7,194	$ -	$ 7,194
1070	Workers Compensation	$ 16,911	$ 19,318	$ 21,250	$ 7,653	$ 7,653	$ 8,418	$ -	$ 8,418
1145	Longevity	$ 3,979	$ 4,118	$ 3,737	$ 3,668	$ 3,668	$ 3,979	$ -	$ 3,979
1146	Rewards Program	$ 4,454	$ 3,644	$ 4,454	$ 3,239	$ 3,239	$ 4,454	$ -	$ 4,454
1147	Work Boot Allowance	$ 1,979	$ 1,800	$ 1,979	$ 1,620	$ 1,620	$ 1,979	$ -	$ 1,979
1148	Cell Phone Stipend	$ 1,200	$ 1,200	$ 1,200	$ 600	$ 1,200	$ 1,200	$ -	$ 1,200
1149	In Lieu Of	$ 830	$ 346	$ 761	$ 311	$ 622	$ 761	$ -	$ 761
1274	Overtime	$ 24,318	$ 25,153	$ 19,000	$ 17,138	$ 34,276	$ 19,000	$ -	$ 19,000
1310	Street Superintendent	$ 72,442	$ 75,404	$ 75,489	$ 40,487	$ 80,974	$ 81,432	$ -	$ 81,432

STREET DEPARTMENT
Account 10-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1320	Crew Leader	$ 94,051	$ 97,896	$ 98,005	$ 51,513	$ 103,026	$ 103,445	$ -	$ 103,445
1330	Maintenance Personnel	$ 261,832	$ 243,801	$ 282,666	$ 109,837	$ 219,674	$ 311,738	$ -	$ 311,738
1331	Seasonal Street Laborer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1332	Seasonal Street Laborer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1591	Standby Time	$ 3,975	$ 3,600	$ 3,900	$ 1,950	$ 3,900	$ 3,900	$ -	$ 3,900
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 684,654**	**$ 663,943**	**$ 759,655**	**$ 335,044**	**$ 653,829**	**$ 800,604**	**$ -**	**$ 800,604**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Auto Physical Damage	$ 8,971	$ 11,500	$ 12,650	$ 16,100	$ 16,100	$ 13,915	$ -	$ 13,915
4110	Uniforms Uniforms Delivery Fee Uniform Insurance Safety Shirts L/SS Sleeve Winter Coat Light Winter Coat	$ 6,692	$ 8,155	$ 11,500	$ 2,814	$ 10,010	$ 11,500	$ -	$ 11,500

STREET DEPARTMENT
Account 10-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4200	Travel	$ 1,583	$ 547	$ 500	$ 395	$ 395	$ 500	$ -	$ 500
4300	Training / Education Pesticide License Renewal Traffic Control School Woodchipping Safety Classes CDL School	$ -	$ -	$ 10,000	$ -	$ 5,500	$ 5,500	$ -	$ 5,500
4400	Dues	$ 320	$ 312	$ 300	$ 67	$ 300	$ 350	$ -	$ 350
4525	Contract Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices	$ -		$ -	$ -	$ -	$ -	$ -	$ -
4570	Rental/Lease	$ 4,578	$ 3,457	$ 3,000	$ -	$ 1,100	$ 3,000	$ -	$ 3,000
4600	Telephone Cell Phones	$ 562	$ 575	$ 900	$ 478	$ 956	$ 955	$ -	$ 955
4650	Electricity	$ 82,019	$ 83,589	$ 92,700	$ 39,619	$ 80,000	$ 84,800	$ -	$ 84,800
4670	Water Services	$ 2,760	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs	$ 868	$ 2,963	$ 8,000	$ 1,883	$ 4,500	$ 5,000	$ -	$ 5,000
4710	Maintenance City Owned Lights	$ -	$ 55	$ -	$ -	$ -	$ -	$ -	$ -
4715	Maintenance & Repairs Unanticipate	$ 5,314	$ 3,150	$ -	$ 2,782	$ 3,500	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 39,392	$ 30,112	$ 30,000	$ 10,987	$ 26,000	$ 30,000	$ -	$ 30,000

STREET DEPARTMENT
Account 10-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4730	Oak Wilt Suppression	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4735	Vehicle Safety Equipment	$ 95	$ 2,467	$ 2,500	$ -	$ 2,500	$ 2,500	$ -	$ 2,500
4750	Miscellaneous Expenses	$ 99	$ 8	$ 1,000	$ -	$ 1,000	$ 500	$ -	$ 500
4825	Information Technology	$ -	$ -	$ 4,500	$ -	$ 4,500	$ 500	$ -	$ 500
	Subtotal	**$ 153,252**	**$ 146,890**	**$ 177,550**	**$ 75,125**	**$ 156,361**	**$ 159,020**	**$ -**	**$ 159,020**
Supplies									
5100	Books/Publications/Films	$ -	$ -	$ 200	$ -	$ -	$ 200	$ -	$ 200
5300	Supplies Roll Hand Towels SYN 3.4 Mat Shop Towels 36" Dry Mop Misc Supplies	$ 20,555	$ 12,834	$ 13,500	$ 8,977	$ 13,416	$ 14,310	$ -	$ 14,310
5305	Small Tools 1 Weed Eater 1 Chainsaw 1 Push Mower 1 Blower 1 Pole Saw Hand Tools, Rakes, Shovels	$ 4,080	$ 4,231	$ 4,000	$ 2,909	$ 5,818	$ 5,500	$ -	$ 5,500

STREET DEPARTMENT
Account 10-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5400	Fuel/Lubricants	$ 14,343	$ 18,575	$ 35,550	$ 6,901	$ 27,848	$ 25,000	$ -	$ 25,000
5410	Street Materials Asphalt Emulsion Crack Seal Materials Road Base Materials Hot Mix Asphalt Concrete - LVGC Parting Lot Safety Issues	$ 110,657	$ 70,994	$ 200,000	$ 6,345	$ 157,536	$ 175,000	$ -	$ 175,000
5420	Street Signs New and Replacement Signs Fire Hydrant Markers	$ 18,332	$ 48,233	$ 45,000	$ 6,702	$ 42,602	$ 45,000	$ -	$ 45,000
5430	Chemicals Herbicide Overseed Degreaser Ice Melt	$ 2,127	$ 701	$ 5,000	$ 959	$ 4,239	$ 5,000	$ -	$ 5,000
5500	COVID 19 Expenses	$ -	$ (32)	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 48,653	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 218,747**	**$ 155,536**	**$ 303,250**	**$ 32,792**	**$ 251,459**	**$ 270,010**	**$ -**	**$ 270,010**
Services									
6100	Professional Services	$ 9,341	$ 24,957	$ 1,000	$ -	$ 1,000	$ 1,000	$ -	$ 1,000
6130	Engineering & Planning Service	$ -	$ -	$ 300,000	$ -	$ 300,000	$ 300,000	$ -	$ 300,000

STREET DEPARTMENT
Account 10-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Annual street overlay plans & specs								
	Drainage & Complaint Eng.								
	Traffic Study								
6135	Contract Services	$ 9,715	$ 20,189	$ 25,000	$ -	$ 10,000	$ 15,000	$ -	$ 15,000
	Electrician								
	Traffic Light Maint Contract (Lohman Ford at Dawn Drive)								
	Thermalplasty for Road								
6500	Miscellaneous Services	$ -	$ 1,900	$ 1,900	$ 120	$ 2,020	$ 1,900	$ -	$ 1,900
	RPZ Testing								
	Beekeepers								
6540	Maintenance Agreements	$ 479	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6600	Disposal Service	$ -	$ 567	$ -	$ 93	$ 93	$ -	$ -	$ -
6700	Street Light Installation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6720	Street Light Maintenance	$ 7,825	$ -	$ 2,500	$ -	$ 2,500	$ 2,500	$ -	$ 2,500
6750	Street Overlays	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6751	Capital Metro Fund	$ -	$ 44,600	$ -	$ -	$ -	$ -	$ -	$ -
6752	Transfer from Reserves for Paving	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 27,360**	**$ 92,212**	**$ 330,400**	**$ 213**	**$ 315,613**	**$ 320,400**	**$ -**	**$ 320,400**

Fixed Assets

STREET DEPARTMENT
Account 10-530

Accoun Numbe	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9720	Machinery & Equipment	$ 273,612	$ 83,083	$ -	$ -	$ -		$ -	$ 12,752	$ 12,752
	Auger Drive						$ 4,018			
	Hopper Broom						$ 8,734			
9750	Continuing Street Rehabilitation	$ -	$1,907,980	$ 2,500,000	$ 681,070	$ 694,148		$ -	$ -	$ -
9760	Vehicles	$ -	$ -	$ 51,317	$ 52,189	$ -		$ -	$ -	$ -
	Subtotal	**$ 273,612**	**$1,991,063**	**$ 2,551,317**	**$ 733,260**	**$ 694,148**		**$ -**	**$ 12,752**	**$ 12,752**
	TOTAL	**$1,357,625**	**$3,049,644**	**$ 4,122,172**	**$1,176,433**	**$2,071,410**		**$1,550,034**	**$ 12,752**	**$1,562,786**

SOLID WASTE
Account 10-531

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Operation & Maintenance									
4000	Liability & Property & Insurance	$ 154	$ 167	$ 184	$ 139	$ 139	$ 202	$ -	$ 202
4100	Trash Bad Debt Write Off	$ (36)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel Meals for brush/trash collection Meals for City Wide Clean Up	$ 197	$ -	$ 1,000	$ 546	$ 1,000	$ 1,000	$ -	$ 1,000
4570	Rental/Lease Expense	$ -	$ -	$ -	$ 2,765	$ 3,742	$ 2,500	$ -	$ 2,500
4650	Electricity	$ 488	$ 481	$ 500	$ 271	$ 542	$ 500	$ -	$ 500
4670	Water Service	$ 453	$ 480	$ 500	$ 223	$ 446	$ 500	$ -	$ 500
4700	Maintenance & Repairs Chipping Machine Blades and Belts Security System DVR	$ -	$ -	$ 3,000	$ 1,208	$ 3,000	$ 3,000	$ -	$ 3,000
4750	Miscellaneous Expenses	$ 570	$ 1,642	$ 1,500	$ -	$ 1,500	$ 1,590	$ -	$ 1,590
	Subtotal	**$ 1,827**	**$ 2,770**	**$ 6,684**	**$ 5,152**	**$ 10,369**	**$ 9,292**	**$ -**	**$ 9,292**
Supplies									
5300	Supplies Texas Trash Off	$ 193	$ 2,475	$ 3,300	$ 1,399	$ 3,300	$ 3,500	$ -	$ 3,500
5400	Fuel / Lubricants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SOLID WASTE
Account 10-531

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 88,759	$ -	$ -	$ -	$ 54,000		$ -	$ -	$ -
	Subtotal	**$ 88,952**	**$ 2,475**	**$ 3,300**	**$ 1,399**	**$ 57,300**		**$ 3,500**	**$ -**	**$ 3,500**
Services										
6100	Professional Service Engineering Site Design - Alfalfa Property - Green Center	$ -	$ -	$ 150,000	$ -	$ 150,000		$ -	$ -	$ -
6600	Disposal Service Waste Connections Fee Increase Containers for city wide cleanup Containers for City Maint. Yard Delivery fee for Containers	$ 854,418	$ 933,966	$ 1,111,242	$ 405,460	$ 915,466		$ 1,144,579	$ -	$ 1,144,579
6700	Hazardous Waste Disposal Service	$ -	$ 54,271	$ 70,512	$ 30,413	$ 67,392		$ 71,000	$ -	$ 71,000
	Subtotal	**$ 854,418**	**$ 988,237**	**$ 1,331,754**	**$ 435,873**	**$ 982,858**		**$ 1,215,579**	**$ -**	**$ 1,215,579**
Fixed Assets										
9720	Machinery & Equipment Horizontal Grinder	$ -	$ -	$ 90,000	$ 78,000	$ -	$ -	$ -	$ -	$ -
9315	Improvements	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9320	Capital Outlay	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

SOLID WASTE
Account 10-531

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9750	PW Operations - Green Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ 90,000**	**$ 78,000**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 945,197**	**$ 993,482**	**$ 1,431,738**	**$ 520,423**	**$ 1,050,527**	**$ 1,228,371**	**$ -**	**$ 1,228,371**

BUILDING MAINTENANCE
Account 10-532

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2022-2023	Total Budget 2022-2023
Operation & Maintenance									
4000	Liability & Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4650	Electricity	$ 10,230	$ 13,129	$ 10,000	$ 7,350	$ 15,000	$ 20,000	$ -	$ 20,000
4670	Water Service - City Hall	$ 919	$ 972	$ 1,400	$ 490	$ 1,000	$ 1,400	$ -	$ 1,400
4672	Drought Emergency Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4675	Sewer Service - City Hall	$ 572	$ 717	$ 700	$ 357	$ 700	$ 700	$ -	$ 700
4700	Maintenance & Repairs	$ 185	$ 3,103	$ 12,000	$ 1,035	$ -	$ 7,000	$ -	$ 7,000
4715	Unanticipated Maintenance & Rep	$ 9,059	$ 3,130	$ -	$ 3,368	$ 7,000	$ -	$ -	$ -
4725	18001 Marshall's Point House	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 199	$ 16	$ 500	$ -	$ -	$ 500	$ -	$ 500
	Subtotal	**$ 21,164**	**$ 21,068**	**$ 24,600**	**$ 12,600**	**$ 23,700**	**$ 29,600**	**$ -**	**$ 29,600**
Supplies									
5300	Supplies	$ 107	$ -	$ 2,000	$ -	$ 500	$ 1,000	$ -	$ 1,000
5500	COVID 19 Expenses	$ 4,196	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 55,578	$ -	$ -	$ -	$ -	$ -	$ -	$ -

BUILDING MAINTENANCE
Account 10-532

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2022-2023	Total Budget 2022-2023
	Subtotal	**$ 59,880**	**$ -**	**$ 2,000**	**$ -**	**$ 500**	**$ 1,000**	**$ -**	**$ 1,000**
Services									
6135	Contract Services All Buildings HVAC Maint. Roof Repair	$ -	$ -	$ 9,500	$ -	$ -	$ -	$ -	$ -
6500	Contractual Services Janitor-CH & Lib ADT Security Services Carpet Cleaning 1/year CH - strip & refinish tile floors 1/yr Miscellaneous	$ 16,680	$ 13,439	$ 15,000	$ 5,274	$ 11,000	$ 17,000	$ -	$ 17,000
6600	City Hall Remodeling Expense	$ 2,090	$ -	$ 5,000	$ -	$ -	$ 2,000	$ -	$ 2,000
	Subtotal	**$ 18,770**	**$ 13,439**	**$ 29,500**	**$ 5,274**	**$ 11,000**	**$ 19,000**	**$ -**	**$ 19,000**
Fixed Assets									
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 99,814**	**$ 34,508**	**$ 56,100**	**$ 17,874**	**$ 35,200**	**$ 49,600**	**$ -**	**$ 49,600**

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ 989	$ 2,326	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,113	$ 37	$ 1,008	$ 35	$ 35	$ 1,008	$ 252	$ 1,260
1020	Social Security / Medicare (7.65%)	$ 13,052	$ 14,685	$ 16,043	$ 9,012	$ 18,024	$ 19,817	$ 1,640	$ 21,457
1030	TMRS	$ 12,577	$ 13,337	$ 17,364	$ 9,699	$ 19,398	$ 23,521	$ 1,946	$ 25,468
1050	Health, Dental, & Life Insurance	$ 30,388	$ 36,952	$ 56,099	$ 24,641	$ 49,282	$ 49,878	$ -	$ 49,878
1060	Health Reimbursement Account	$ 1,935	$ 1,936	$ 2,622	$ 1,160	$ 2,320	$ 2,616	$ -	$ 2,616
1070	Workers Compensation	$ 629	$ 1,059	$ 1,165	$ 3,373	$ 3,373	$ 3,710	$ -	$ 3,710
1100	Recreation Coordinator *Acct # Chg - OpenGov	$ -	$ -	$ 41,600	$ 21,572	$ 43,144	$ 44,325	$ -	$ 44,325
1144	Car Allowance	$ 4,200	$ 4,200	$ 4,200	$ 2,100	$ 4,200	$ 4,200	$ -	$ 4,200
1145	Longevity	$ 311	$ 450	$ 346	$ 311	$ 311	$ 450	$ 35	$ 484
1146	Rewards Program	$ 810	$ 1,215	$ 1,215	$ 1,215	$ 1,215	$ 1,620	$ -	$ 1,620
1147	Work Boot Allowance	$ 880	$ 720	$ 720	$ 720	$ 720	$ 720	$ -	$ 720
1148	Cell Phone Stipend	$ 600	$ 1,192	$ 1,200	$ 600	$ 1,200	$ 1,200	$ 600	$ 1,800
1149	In Lieu Of	$ 208	$ 138	$ 277	$ 104	$ 104	$ 277	$ 69	$ 346

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1274	Overtime	$ 1,320	$ 1,663	$ 1,000	$ 962	$ 1,924	$ 1,000	$ -	$ 1,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1540	Parks & Rec Director	$ 76,047	$ 80,484	$ 80,574	$ 54,770	$ 109,540	$ 111,953	$ -	$ 111,953
~~1550~~	Recreation Coordinator *Acct # Chg - OpenGov	$ 17,325	$ 29,538	$ -	$ -	$ -	$ -	$ -	$ -
1561	Crew Leaders	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1570	Maintenance Personnel	$ 69,993	$ 73,740	$ 78,853	$ 36,802	$ 73,604	$ 93,579	$ -	$ 93,579
	Park Ambassador PT	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,800	$ 20,800
1575	Inspector / Manager	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1591	Standby Time	$ 825	$ 1,200	$ -	$ -	$ -	$ -	$ -	$ -
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 233,201**	**$ 264,872**	**$ 304,286**	**$ 167,077**	**$ 328,394**	**$ 359,874**	**$ 25,342**	**$ 385,216**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Auto Physical Damage	$ 726	$ 900	$ 990	$ 2,615	$ 2,615	$ 1,089	$ -	$ 1,089

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4110	Uniforms Uniforms Delivery Fee Uniform Insurance Steel Toe Golashes Winter Coat Rain Coat T-Shirts/Flourescent Yellow Miscellaneous	$ 1,465	$ 964	$ 1,400	$ 907	$ 1,400	$ 1,400	$ -	$ 1,400
4200	Travel Meals for School ($10*10) Miscellaneous	$ 384	$ 813	$ 1,000	$ -	$ -	$ 1,000	$ -	$ 1,000
4300	Training / Education	$ 360	$ 744	$ 1,000	$ 400	$ 400	$ 1,000	$ -	$ 1,000
4325	Drug Testing	$ 100	$ -	$ 500	$ 200	$ 300	$ 500	$ -	$ 500
4400	Dues	$ -	$ -	$ 300	$ -	$ -	$ 300	$ -	$ 300
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone	$ 352	$ 289	$ 400	$ 63	$ 63	$ 400	$ -	$ 400
4650	Electricity	$ 1,741	$ 2,227	$ 2,500	$ 1,005	$ 2,500	$ 2,500	$ -	$ 2,500
4670	Water Service	$ 31,583	$ 65,980	$ 30,000	$ 19,680	$ 40,000	$ 40,000	$ -	$ 40,000
4675	Sewer Service	$ -	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs	$ 1,011	$ 1,085	$ 13,300	$ 1,190	$ 6,000	$ 7,000	$ -	$ 7,000

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4715	Maint/ Repairs Unanticipated	$ 1,338	$ 5,351	$ -	$ 1,050	$ 1,050	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 4,251	$ 1,929	$ 3,650	$ 4,376	$ 6,000	$ 5,000	$ -	$ 5,000
4730	Vehicle Safety Equipment	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ 3,000
4750	Miscellaneous Expense Irrigation Maintenance & Repairs Miscellaneous	$ 2,708	$ 3,572	$ 1,000	$ 651	$ 1,000	$ 1,500	$ -	$ 1,500
4825	Information Technology	$ 716	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 46,736**	**$ 83,852**	**$ 71,040**	**$ 32,138**	**$ 61,328**	**$ 64,689**	**$ -**	**$ 64,689**
Supplies									
5200	Postage	$ 11	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies Infield Clay Mix for Dirt Replenishment Winter Rye for Overseeding Plants & Landscaping Miscellaneous	$ 15,042	$ 12,421	$ 10,000	$ 4,063	$ 7,000	$ 10,000	$ -	$ 10,000
5305	Small Tools	$ 2,006	$ 1,755	$ 2,000	$ -	$ 500	$ 2,000	$ -	$ 2,000
5400	Fuel/Lubricants	$ 3,671	$ 7,265	$ 5,000	$ 2,161	$ 5,000	$ 5,000	$ -	$ 5,000
5430	Chemicals Spring Pre-Emerge	$ 26	$ -	$ 2,500	$ -	$ 2,000	$ 2,000	$ -	$ 2,000

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Overseed (Perennial Rye, 350 lbs/acre) Fertilizers/Seasonal (Analysis Varies) 5 Applications (5 lbs N/1000 Annually) Post Emerge Herbicide (As Needed/2 Applications Maximum) (1 Broadleaf/1 Grassy) Fall Pre-Emerge Option (Prodamine on Fertilizer)									
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 124	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 20,881**	**$ 21,441**	**$ 19,500**	**$ 6,224**	**$ 14,500**		**$ 19,000**	**$ -**	**$ 19,000**
Services										
6100	Professional Services Park Master Plan	$ 963	$ 5,903	$ 3,000	$ 600	$ 600	$ 65,000	$ 3,000	$ 65,000	$ 68,000
6135	Contractual Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6500	Miscellaneous Services	$ -	$ 1,500	$ -	$ -	$ -		$ -	$ -	$ -
6540	Maintenance Agreements (LCRA) 900 MZH Annual Maintenance	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 963**	**$ 7,403**	**$ 3,000**	**$ 600**	**$ 600**		**$ 3,000**	**$ 65,000**	**$ 68,000**
Fixed Assets										

PARKS AND RECREATION
Account 10-534

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9700	Fixed Assets	$ 30,977	$ 15,634	$ 17,500	$ 7,153	$ 12,153		$ -	$ -	$ -
	Shade Covers						$ -			
9720	Machinery & Equipment	$ 25,898	$ 11,004	$ -	$ -	$ -		$ -	$ -	$ -
	John Deer Z-Track Mower						$ -			
9760	Vehicles	$ -	$ -	$ 33,000	$ -	$ -		$ -	$ -	$ -
	Work Truck						$ -			
	Subtotal	**$ 56,875**	**$ 26,638**	**$ 50,500**	**$ 7,153**	**$ 12,153**		**$ -**	**$ -**	**$ -**
	TOTAL	**$ 358,655**	**$ 404,206**	**$ 448,326**	**$ 213,192**	**$ 416,975**		**$ 446,563**	**$ 90,342**	**$ 536,905**

AQUATICS
Account 10-535

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1591	Standby Time	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Operation & Maintenance									
4000	Liability Insurance	$ 839	$ 951	$ 1,046	$ 605	$ 605	$ 1,150	$ -	$ 1,150
4110	Uniforms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4300	Training / Education	$ -	$ 653	$ 1,000	$ 390	$ 390	$ 1,000	$ -	$ 1,000
4310	Red Cross Swim Class Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4325	Drug Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone/Internet Telephone & Cell	$ 1,050	$ 1,050	$ 1,200	$ 573	$ 1,200	$ 1,200	$ -	$ 1,200
4650	Electricity	$ 4,293	$ 4,690	$ 5,000	$ 512	$ 5,000	$ 5,000	$ -	$ 5,000
4670	Water Service	$ 17,186	$ 29,546	$ 20,000	$ 836	$ 30,000	$ 30,000	$ -	$ 30,000
4675	Sewer Service	$ 12,358	$ 18,507	$ 14,000	$ 597	$ 19,000	$ 19,000	$ -	$ 19,000
4700	Maintenance & Repairs C/O Sand Filters	$ 4,721	$ 6,316	$ 13,500	$ 1,375	$ 13,500	$ 13,500	$ -	$ 13,500

AQUATICS
Account 10-535

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4715	Maint/Repair Unanticipated	$ 3,819	$ 28,798	$ -	$ -	$ -	$ -	$ -	$ -
4775	Pool Pass/Party Deposits Refunds	$ -	$ 165	$ -	$ -	$ -	$ -	$ -	$ -
4825	Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 44,267**	**$ 90,677**	**$ 55,746**	**$ 4,888**	**$ 69,695**	**$ 70,850**	**$ -**	**$ 70,850**
Supplies									
5300	Supplies	$ 8,842	$ 3,924	$ 2,000	$ 807	$ 2,000	$ 4,000	$ -	$ 4,000
5350	Concession Purchases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5430	Chemicals	$ 5,470	$ 14,179	$ 4,000	$ 1,133	$ 15,000	$ 8,000	$ -	$ 8,000
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 10,920	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 25,232**	**$ 18,103**	**$ 6,000**	**$ 1,940**	**$ 17,000**	**$ 12,000**	**$ -**	**$ 12,000**
Services									
6100	Professional Services	$ 31,907	$ 46,404	$ 50,000	$ -	$ 42,000	$ 50,000	$ -	$ 50,000
6500	Miscellaneous Services RPZ Testing Research Pest Control Electrical Maintenance	$ 475	$ 1,100	$ 3,000	$ -	$ 300	$ 3,000	$ -	$ 3,000

AQUATICS
Account 10-535

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Misc. Contract Labor								
	Subtotal	$ 32,382	$ 47,504	$ 53,000	$ -	$ 42,300	$ 53,000	$ -	$ 53,000
Fixed Assets									
9310	Park Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Repair Swimming Pool		$ -						
9320	Land Purchase	$ -		$ -	$ -	$ -	$ -	$ -	$ -
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL	$ 101,881	$ 156,283	$ 114,746	$ 6,827	$ 128,995	$ 135,850	$ -	$ 135,850

LIBRARY
Account 10-545

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjusment)	$ 453	$ 1,452	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 708	$ 112	$ 1,008	$ 30	$ 30	$ 1,008	$ -	$ 1,008
1020	Social Security / Medicare (7.65%)	$ 10,315	$ 11,140	$ 11,779	$ 7,241	$ 14,482	$ 15,771	$ -	$ 15,771
1030	TMRS	$ 8,753	$ 9,336	$ 9,522	$ 6,107	$ 12,214	$ 17,016	$ -	$ 17,016
1050	Health, Dental, & Life Insurance	$ 17,429	$ 20,971	$ 21,045	$ 11,961	$ 23,922	$ 42,239	$ -	$ 42,239
1060	Health Reimbursement Account	$ 1,327	$ 1,328	$ 1,308	$ 652	$ 1,304	$ 1,962	$ -	$ 1,962
1070	Workers Comp	$ 323	$ 716	$ 878	$ 2,543	$ 2,543	$ 2,797	$ -	$ 2,797
1120	Library Director	$ 66,855	$ 69,589	$ 69,667	$ 44,259	$ 88,518	$ 90,089	$ -	$ 90,089
1130	Librarians	$ 65,454	$ 73,668	$ 81,890	$ 48,262	$ 96,524	$ 113,179	$ -	$ 113,179
1135	Substitutes/Weekend Substitute	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1145	Longevity	$ 1,073	$ 1,038	$ 1,003	$ 1,003	$ 1,003	$ 1,073	$ -	$ 1,073
1146	Rewards Program	$ 810	$ 810	$ 810	$ 810	$ 810	$ 1,215	$ -	$ 1,215
1148	Cell Phone Stipend	$ 600	$ 600	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 277	$ 138	$ 277	$ 138	$ 138	$ 277	$ -	$ 277
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

LIBRARY
Account 10-545

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 174,376**	**$ 190,898**	**$ 199,787**	**$ 123,308**	**$ 242,088**	**$ 287,225**	**$ -**	**$ 287,225**
Operation & Maintenance									
4000	Liability & Property Insurance	$ 1,238	$ 1,402	$ 1,542	$ 1,664	$ 1,664	$ 1,696	$ -	$ 1,696
4200	Travel Mileage & Meals for Continuing Educ. Classes & TLA Conference	$ -	$ -	$ 2,200	$ -	$ 250	$ 2,000	$ -	$ 2,000
4300	Training / Education TLA Conference & Registration, Continuing Ed Classes	$ 335	$ -	$ 650	$ -	$ 150	$ 650	$ -	$ 650
4332	TX Book Festival Grant Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4333	TexShare Database Fees	$ -	$ 62	$ 250	$ 124	$ 124	$ 130	$ -	$ 130
4400	Dues Am. Library Association (3) TX Library Association (4) TMLDA (1)	$ 602	$ 403	$ 1,580	$ 661	$ 1,580	$ 1,600	$ -	$ 1,600
4420	Bonds (Notary Bond)	$ -	$ 126	$ 300	$ -	$ 126	$ 126	$ -	$ 126
4570	Rental Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4650	Electricity	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4670	Water Service	$ 460	$ 494	$ 700	$ 240	$ 400	$ 500	$ -	$ 500
4675	Sewer Service	$ 435	$ 381	$ 480	$ 171	$ 305	$ 400	$ -	$ 400
4700	Maintenance and Repairs	$ 4,230	$ 2,632	$ 6,000	$ 744	$ 4,500	$ 6,000	$ -	$ 6,000
4750	Miscellaneous Expenses Special Events	$ 2,847	$ 2,236	$ 5,000	$ 102	$ 1,500	$ 2,000	$ -	$ 2,000

LIBRARY
Account 10-545

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Miscellaneous Needs								
4800	Programs Children & Teen Programs Adult Programs	$ -	$ -	$ 10,000	$ 1,064	$ 6,000	$ 12,000	$ -	$ 12,000
4825	Information Technology	$ -	$ -	$ 2,500	$ -	$ 1,000	$ 1,000	$ -	$ 1,000
	Subtotal	**$ 10,147**	**$ 7,736**	**$ 31,202**	**$ 4,769**	**$ 17,599**	**$ 28,102**	**$ -**	**$ 28,102**
Supplies									
5100	Books/Publications/Films	$ 2,697	$ 6,302	$ 16,000	$ 2,045	$ 7,000	$ 14,000	$ -	$ 14,000
5200	Postage Regular Postage Interlibrary Loans	$ 33	$ -	$ 380	$ -	$ -	$ 380	$ -	$ 380
5300	Supplies	$ 2,991	$ 4,285	$ 8,000	$ 1,741	$ 6,000	$ 6,000	$ -	$ 6,000
5500	COVID 19 Expenses	$ 40	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 5,761**	**$ 10,587**	**$ 24,380**	**$ 3,786**	**$ 13,000**	**$ 20,380**	**$ -**	**$ 20,380**
Services									
6100	Professional Services PLAN Library Services E-Rate Consultant Biblionix Automation Services Other Services	$ 5,114	$ 3,774	$ 5,000	$ 900	$ 5,000	$ 5,000	$ -	$ 5,000
6500	Miscellaneous Services Pest Control Carpet Cleaning Fire Extinguisher Inspection & Service	$ 122	$ -	$ 3,000	$ -	$ 2,500	$ 2,200	$ -	$ 2,200

LIBRARY
Account 10-545

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Other Services								
6540	Maintenance Agreements Semi-Annual Service - Heating/AC Units Security Alarm & Cameras	$ 1,980	$ 2,214	$ 2,900	$ 1,243	$ 2,500	$ 3,900	$ -	$ 3,900
	Subtotal	**$ 7,217**	**$ 5,988**	**$ 10,900**	**$ 2,143**	**$ 10,000**	**$ 11,100**	**$ -**	**$ 11,100**
Fixed Assets									
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment/Furniture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9800	Capitol Outlay Donated Library	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 197,501**	**$ 215,208**	**$ 266,269**	**$ 134,006**	**$ 282,687**	**$ 346,807**	**$ -**	**$ 346,807**

CITY COUNCIL MEMBERS
Account 10-550

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Operation & Maintenance									
4200	Travel	$ 94	$ 6,059	$ 7,000	$ 4,380	$ 7,000	$ 10,000	$ -	$ 10,000
4300	Training / Education	$ 2,390	$ 3,100	$ 5,000	$ 1,284	$ 3,000	$ 5,000	$ -	$ 5,000
4400	Dues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4410	Committee Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4550	Legal Notices	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 335	$ 3,969	$ 5,000	$ 2,439	$ 5,000	$ 5,000	$ -	$ 5,000
4825	Information Technology	$ -	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 2,819**	**$ 13,128**	**$ 21,000**	**$ 8,103**	**$ 15,000**	**$ 20,000**	**$ -**	**$ 20,000**
Supplies									
5200	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 187	$ 268	$ 2,000	$ 1,752	$ 2,500	$ 2,500	$ -	$ 2,500
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5600	Lago Economic Recover Program	$ 245,956	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CITY COUNCIL MEMBERS
Account 10-550

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5700	Winter Storms	$ 423	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 246,567**	**$ 268**	**$ 2,000**	**$ 1,752**	**$ 2,500**	**$ 2,500**	**$ -**	**$ 2,500**
Services									
6100	Professional Services CapCOG Air Quality Program Annual Report Miscellaneous	$ -	$ 753	$ 11,000	$ 847	$ 1,000	$ 2,500	$ -	$ 2,500
6120	Legal Services	$ -	$ -	$ -	$ 22,479	$ 23,000	$ -	$ -	$ -
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6500	Miscellaneous Services	$ -	$ 116	$ 2,500	$ -	$ 1,000	$ 500	$ -	$ 500
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ 869**	**$ 13,500**	**$ 23,326**	**$ 25,000**	**$ 3,000**	**$ -**	**$ 3,000**
Fixed Assets									
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 249,385**	**$ 14,266**	**$ 36,500**	**$ 33,181**	**$ 42,500**	**$ 25,500**	**$ -**	**$ 25,500**

GENERAL FUND INFORMATION TECHNOLOGY
Account 10-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Preliminary Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ -	$ -	$ 756	$ 27	$ 27	$ 756	$ -	$ 756
1020	Social Security / Medicare (7.65%)	$ -	$ -	$ 16,164	$ 7,984	$ 15,968	$ 17,311	$ -	$ 17,311
1030	TMRS	$ -	$ -	$ 17,495	$ 8,674	$ 17,348	$ 20,547	$ -	$ 20,547
1050	Health, Dental, & Life Insurance	$ -	$ -	$ 38,748	$ 13,006	$ 26,012	$ 48,784	$ -	$ 48,784
1060	Health Reimbursement Account	$ -	$ -	$ 1,962	$ 868	$ 1,736	$ 1,962	$ -	$ 1,962
1070	Workers Compensation	$ -	$ -	$ 291	$ 3,066	$ 3,066	$ 3,373	$ -	$ 3,373
1120	IT Director	$ -	$ -	$ 79,043	$ 43,846	$ 87,692	$ 95,000	$ -	$ 95,000
1125	System Administrator/IT Assistant	$ -	$ -	$ 45,065	$ 29,762	$ 59,524	$ 64,484	$ -	$ 64,484
1130	GIS Assistant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1135	Senior GIS Technician	$ -	$ -	$ 58,658	$ 26,662	$ 26,662	$ 58,658	$ -	$ 58,658
1143	Cell Phone Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1144	Car Allowance	$ -	$ -	$ 5,000	$ 2,308	$ 4,616	$ 5,000	$ -	$ 5,000
1145	Longevity	$ -	$ -	$ 1,107	$ 1,107	$ 1,107	$ 727	$ -	$ 727
1146	Rewards Program	$ -	$ -	$ 1,215	$ 1,215	$ 1,215	$ 1,215	$ -	$ 1,215
1148	Cell Phone Stipend	$ -	$ -	$ 1,200	$ 554	$ 1,108	$ 1,200	$ -	$ 1,200
1149	In Lieu Of	$ -	$ -	$ 208	$ 104	$ 104	$ 208	$ -	$ 208
1274	Overtime	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ -

GENERAL FUND INFORMATION TECHNOLOGY
Account 10-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Preliminary Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ 286,912**	**$ 139,182**	**$ 246,185**	**$ 319,223**	**$ -**	**$ 319,223**
Operation & Maintenance									
4000	Liability/Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel	$ -	$ -	$ 4,000	$ -	$ 1,500	$ 3,000	$ -	$ 3,000
4300	Training / Education	$ -	$ -	$ 6,500	$ -	$ 5,000	$ 7,000	$ -	$ 7,000
4400	Dues & Subscriptions	$ -	$ -	$ -	$ 134	$ 134	$ -	$ -	$ -
4570	Rental/Lease Post mach/Pitney Bowes Copiers for City Hall/Library	$ -	$ -	$ 14,943	$ 5,407	$ 14,000	$ 15,100	$ -	$ 15,100
4600	Telephone/Internet New PRI at PD AM Radio Station AT & T City Hall Faxes Library Fax Time Warner Internet w/Upgrade Fiber Internet City Hall/PD/Library 1GX/1G	$ -	$ -	$ 44,025	$ 11,835	$ 41,200	$ 46,700	$ -	$ 46,700
4700	Maintenance/Repairs Back-up Maintenance License Remote Software (Splashtop 2 x Licenses @ $399 ea per year) Scale Support for 2nd Cluster ($9,000 per year) Heimdal/Secure DNS Renewal - 100 Licenses Website Maintenance Azure Offsite Backup for PD Adobe License Renewal X 3	$ -	$ -	$ 43,450	$ 25,192	$ 48,000	$ 46,500	$ -	$ 46,500

GENERAL FUND INFORMATION TECHNOLOGY
Account 10-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Preliminary Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4715	Unanticipated Maintenance/Repairs	$ -	$ -	$ -	$ 38	$ 38		$ -	$ -	$ -
4750	Miscellaneous Expenses	$ -	$ -	$ 500	$ -	$ 500		$ 500	$ -	$ 500
4825	Information Technology	$ -	$ -	$ 103,330	$ 56,947	$ 110,000		$ 130,000	$ 40,000	$ 170,000
	Exchange License									
	Backup Server Hard Drives X 32									
	Backup Desktop Hard Drives X 10									
	Exchange CAL's									
	Battery Backups Replace/Renew X 5									
	Replace/Renew Network Switches/Routers									
	W/L Access Points at PD for Crimestar									
	Server/Desktop Monitoring Software (City)									
	Microsoft Licenses (Server/CAL)									
	Microsoft Windows Server 2019 Upgrade Licenses $12,122									
	Office 365 Licenses (All Dept's)									
	Additional Workstations $12,500									
	Microsoft Surfaces 15 x $2,000 = $30,000									
	Docuware License									
	Replacement Workstations & Networking Equipment						$ 40,000			
	Subtotal	**$ -**	**$ -**	**$ 216,748**	**$ 99,552**	**$ 220,372**		**$ 248,800**	**$ 40,000**	**$ 288,800**
Supplies										
5100	Books/Publications/Films	$ -	$ -	$ 300	$ -	$ 300		$ -	$ -	$ -
5200	Postage	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5300	Supplies	$ -	$ -	$ 1,500	$ 594	$ 1,200		$ 1,200	$ -	$ 1,200
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ 1,800**	**$ 594**	**$ 1,500**		**$ 1,200**	**$ -**	**$ 1,200**
Services										

GENERAL FUND INFORMATION TECHNOLOGY
Account 10-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Preliminary Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6100	Professional Services	$ -	$ -	$ 75,000	$ 26,493	$ 75,000		$ 25,000	$ 50,000	$ 75,000
	Cybersecurity Training/Network Pen Test									
	New Phone System						$ 50,000			
6500	Miscellaneous Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6540	Maintenance Agreements	$ -	$ -	$ 97,050	$ 45,712	$ 97,000		$ 123,000	$ -	$ 123,000
	Incode Annual Software Maintenance									
	Accounts Payable									
	GL/Check Reconciliation									
	Payroll/Personnel									
	Cental Cash Collections (Nov - Oct)									
	Central Purchasing (Pos)									
	TDEX Interface - Court									
	Court Case Management (Nov - Oct)									
	Incode Monthly Network Support									
	Syst Mgmt Serv									
	Website Support & Host									
	Court Online Payment Processing									
	Incode Annual Hardware Maintenance									
	Court Receipt Printer (Sept - Aug)									
	Incode Annual Time Clock Module-HR									
	Copier Maintenance Agreement									
	City Hall									
	Library									
	Incode Court TCM Maintenance									
	ICS Phone Maintenance & Software Assurance									
	Docuware Maintenance ($6,000))									
	Scale Support Maintenance (Cluster)									
	Plotter Maintenance									
	SSL Certs for PD and City									
	OpenGov $20,000									
	Subtotal	**$ -**	**$ -**	**$ 172,050**	**$ 72,206**	**$ 172,000**		**$ 148,000**	**$ 50,000**	**$ 198,000**
Fixed Assets										
9720	Machiney & Equipment	$ -	$ -	$ 47,995	$ 11,394	$ 40,000		$ -	$ -	$ -

GENERAL FUND INFORMATION TECHNOLOGY
Account 10-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Preliminary Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9730	Office Equipment/Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9735	Office Furniture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9741	Docuware System - Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9743	Server Virtualization for City Hall/P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9745	Summit Integration Systems - Inter	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9747	Add On Cluster - Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ 47,995**	**$ 11,394**	**$ 40,000**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ -**	**$ -**	**$ 725,505**	**$ 322,928**	**$ 680,057**	**$ 717,223**	**$ 90,000**	**$ 807,223**

GENERAL FUND TO OTHER FUND TRANSFERS
Account 10-586

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9766	Transfer to Lago Vista Golf Course	$ 150,000	$ 438,694	$ 973,926	$ -	$ 679,133	$ 1,064,706	$ -	$ 1,064,706
9768	Transfer to CIP	$ 1,943,167	$ 407,000	$ 948,000	$ -	$ 948,000	$ -	$ -	$ -
TOTAL		**$ 2,093,167**	**$ 845,694**	**$ 1,921,926**	**$ -**	**$ 1,627,133**	**$ 1,064,706**	**$ -**	**$ 1,064,706**

AVIATION FUND REVENUES
Fund 14

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Airport									
440-1410	Interest Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-1430	Credit Card Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3100	Airport RAAPOA Revenue-Owner	$ 23,400	$ 23,400	$ 23,400	$ -	$ 23,400	$ 23,400	$ -	$ 23,400
440-3103	Airport Fuel Revenue	$ 302,230	$ 381,602	$ 430,448	$ 125,818	$ 290,876	$ 300,000	$ -	$ 300,000
440-3105	F-4 Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3113	Through the Fence Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3123	Monthly Tie Downs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3133	Vehicle Parking	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3143	RAAPOA Access Fee - Visitors	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3153	Overnight Tie Down	$ 1,239	$ 1,039	$ 1,176	$ 365	$ 400	$ 500	$ -	$ 500
440-3163	Tie Down Lease Agreement	$ 3,455	$ 5,740	$ 5,665	$ 3,610	$ 4,210	$ 5,665	$ -	$ 5,665
440-3173	Miscellaneous Airport Parking	$ -	$ -	$ -	$ 30	$ 30	$ -	$ -	$ -
440-3200	Ramp Grant Revenue	$ 14,910	$ 8,342	$ 5,000	$ 15,941	$ 15,941	$ 5,000	$ -	$ 5,000
440-3250	Airport POA Shared Expense Cor	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3300	Airport POA CIP Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3350	TXDot Matching Fund Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-3400	Airport POA AWOS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440-9000	Transfers In	$ 8,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -		
	Subtotal	**$ 354,134**	**$ 420,123**	**$ 465,689**	**$ 145,764**	**$ 334,857**	**$ 334,565**	**$ -**	**$ 334,565**
	Total Aviation Revenues	**$ 354,134**	**$ 420,123**	**$ 465,689**	**$ 145,764**	**$ 334,857**	**$ 334,565**	**$ -**	**$ 334,565**

AVIATION
Account 14-540

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ -	$ 646	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 247	$ 114	$ 252	$ 7	$ 7	$ 252	$ -	$ 252
1020	Social Security / Medicare (7.65%)	$ 739	$ 596	$ 1,047	$ 556	$ 1,112	$ 1,063	$ -	$ 1,063
1030	TMRS	$ -	$ -	$ 1,136	$ -	$ -	$ 1,262	$ -	$ 1,262
1070	Workers Comp	$ -	$ -	$ 486	$ 229	$ 458	$ 252	$ -	$ 252
1145	Longevity	$ 35	$ 35	$ 35	$ 35	$ 35	$ 69	$ -	$ 69
1147	Work Boot Allowance	$ -	$ 180	$ -	$ 180	$ 180	$ 180	$ -	$ 180
1148	Cell Phone Stipend	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1149	In Lieu Of	$ 69	$ 35	$ 69	$ 35	$ 35	$ 69	$ -	$ 69
1260	Airport Manager (Part Time)	$ 9,551	$ 7,545	$ 13,650	$ 7,013	$ 14,026	$ 13,650	$ -	$ 13,650
1300	Merit Increase	.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 10,640**	**$ 9,151**	**$ 16,674**	**$ 8,053**	**$ 15,853**	**$ 16,798**	**$ -**	**$ 16,798**
Operation & Maintenance									
4000	Liability/Property Insurance	$ 3,093	$ 3,400	$ 3,740	$ 3,577	$ 3,577	$ 4,114	$ -	$ 4,114
4200	Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4305	Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

AVIATION
Account 14-540

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4575	Bank Charges	$ 7,002	$ 8,933	$ 10,000	$ 3,145	$ 7,000	$ 7,000	$ -	$ 7,000
4600	Telephone	$ 2,164	$ 3,347	$ 3,200	$ 1,530	$ 3,200	$ 3,500	$ -	$ 3,500
4650	Electricity Beacon & Runway Lights 9305 Rolling Hills (AWOS) Fuel Farm	$ 6,547	$ 5,891	$ 7,500	$ 2,902	$ 7,500	$ 7,500	$ -	$ 7,500
4670	Water Service	$ 1,049	$ 551	$ 1,000	$ 508	$ 1,000	$ 1,000	$ -	$ 1,000
4675	Sewer Service	$ 1,136	$ 586	$ 1,000	$ 539	$ 1,000	$ 1,000	$ -	$ 1,000
4700	Maintenance and Repairs Trash Pickup Lights (Blueglobes) AWOS	$ 3,681	$ 7,046	$ 7,500	$ 2,392	$ 6,500	$ 7,500	$ -	$ 7,500
4710	Improvement Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4715	TX DOT Matching Fund Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4720	Vehicle Maintenance & Repairs	$ -	$ 155	$ 1,000	$ -	$ 500	$ 1,000	$ -	$ 1,000
4725	F-4 Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses Mowing/Weed Control	$ 840	$ 1,999	$ 1,000	$ 530	$ 1,000	$ 1,000	$ -	$ 1,000
4825	Information Technology	$ 1,729	$ 536	$ 1,500	$ -	$ -	$ 500	$ -	$ 500
	Subtotal	**$ 27,242**	**$ 32,444**	**$ 37,440**	**$ 15,124**	**$ 31,277**	**$ 34,114**	**$ -**	**$ 34,114**
Supplies									
5300	Supplies	$ 729	$ 2,126	$ 2,000	$ 1,091	$ 2,000	$ 1,500	$ -	$ 1,500
5400	Fuel & Lubricants	$ 267,237	$ 365,465	$ 400,000	$ 97,823	$ 300,000	$ 300,000	$ -	$ 300,000

AVIATION
Account 14-540

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 4,934	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 272,900**	**$ 367,591**	**$ 402,000**	**$ 98,913**	**$ 302,000**		**$ 301,500**	**$ -**	**$ 301,500**
Services										
6100	Professional Services AWOS - Vaisala Contract AARC Inspections/Employee Training Vegetation Removal QTPod Maintenance Contract Gas Integrity Testing	$ 44,298	$ 20,807	$ 40,000	$ 12,871	$ 30,000	$ -	$ 35,000	$ -	$ 35,000
6140	Expenses/Sale of Assets	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6500	Miscellaneous Services	$ 1,395	$ -	$ 1,000	$ 120	$ 120		$ 300	$ -	$ 300
6800	Depreciation	$ 60,812	$ 60,812	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 106,505**	**$ 81,619**	**$ 41,000**	**$ 12,991**	**$ 30,120**		**$ 35,300**	**$ -**	**$ 35,300**
Fixed Assets										
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9710	Capital Contributions	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9725	Transfer to General Fund	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9760	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9801	Property Acquisition	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9809	Airport Improvements	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9830	TX DOT CIP AWOS-05AWLAGOV	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

AVIATION
Account 14-540

Account Number	Account Name		Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
		Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL	$ 417,286	$ 490,805	$ 497,114	$ 135,081	$ 379,250	$ 387,711	$ -	$ 387,711

Lago Vista Golf Course Combined Summary

	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues	$ 930,084	$ 765,994	$ 780,000	$ 246,482	$ 551,787	$ 541,869	$ -	$ 541,869
Audit Entry - Sold HLGC	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfer from General Fund	$ 150,000	$ 438,694	$ 973,926	$ -	$ 679,133	$ 1,064,706	$ -	$ 1,064,706
Capital Contribution-Audit	$ 232,845	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Combined Expenses								
Personnel & Benefits - ProShop	$ 256,200	$ 203,793	$ 378,902	$ 112,781	$ 219,554	$ 395,696	$ -	$ 395,696
Personnel & Benefits -Maintenance	$ 325,567	$ 266,872	$ 576,858	$ 182,120	$ 356,085	$ 570,267	$ -	$ 570,267
Operations & Maintenance - ProShop	$ 87,644	$ 86,245	$ 157,638	$ 60,464	$ 133,705	$ 156,638	$ -	$ 156,638
Operations & Maintenance - Maintenanc	$ 68,120	$ 86,284	$ 195,488	$ 89,160	$ 180,123	$ 183,424	$ -	$ 183,424
Supplies - ProShop	$ 70,972	$ 62,513	$ 67,650	$ 24,996	$ 53,520	$ 53,650	$ -	$ 53,650
Supplies - Maintenance	$ 113,253	$ 37,453	$ 124,750	$ 28,734	$ 129,000	$ 127,500	$ -	$ 127,500
Services - ProShop	$ 55,453	$ 59,726	$ 63,440	$ 18,733	$ 43,133	$ 53,400	$ -	$ 53,400
Services - Maintenance	$ -	$ 45,469	$ 166,800	$ 28,602	$ 88,900	$ 66,000	$ -	$ 66,000
Fixed Assets - ProShop	$ 5,541	$ 4,002	$ 5,500	$ -	$ 10,000	$ -	$ -	$ -
Fixed Assets - Maintenance	$ 4,265	$ 9,882	$ 16,900	$ -	$ 16,900	$ -	$ -	$ -
LVGC Depreciation	$ 188,397	$ 181,731	$ -	$ -	$ -	$ -	$ -	$ -
LVGC 5% COLA Rate Increase	$ -		$ -	$ -	$ -	$ -	$ -	$ -
LVGC Market Adjustment	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Transfer to Debt Service	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Total Combined Expenses	$ 1,175,412	$ 1,043,970	$ 1,753,926	$ 545,591	$ 1,230,920	$ 1,606,575	$ -	$ 1,606,575
Surplus (deficit)	$ 137,517		$ -	$ (299,109)	$ -	$ -	$ -	$ -

LAGO VISTA GOLF COURSE FUND REVENUES
Account 15-410 / 15-420

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Pro Shop									
410-1100	Cart Rental	$ 190,216	$ 146,569	$ 140,000	$ 59,916	$ 158,146	$ 150,000	$ -	$ 150,000
410-1201	Driving Range Revenue	$ 31,606	$ 25,305	$ 22,000	$ 9,657	$ 20,284	$ 20,284	$ -	$ 20,284
410-1305	Greens Fees	$ 359,656	$ 290,741	$ 270,000	$ 83,638	$ 191,978	$ 191,978	$ -	$ 191,978
410-1310	Handicap Fees	$ 3,930	$ 3,810	$ 5,940	$ 3,704	$ 3,929	$ 3,929	$ -	$ 3,929
410-1320	Membership Fees	$ 157,240	$ 126,661	$ 120,000	$ 45,292	$ 78,730	$ 78,730	$ -	$ 78,730
410-1325	Pro Shop Sales	$ 64,010	$ 58,368	$ 48,000	$ 14,488	$ 36,175	$ 36,175	$ -	$ 36,175
410-1330	Club Rental	$ 8,259	$ 7,604	$ 9,900	$ 3,016	$ 8,639	$ 8,639	$ -	$ 8,639
410-1336	Tournament Fees - Non Taxable	$ 15,811	$ 19,319	$ 22,287	$ 3,315	$ 9,934	$ 9,934	$ -	$ 9,934
410-1340	Other Revenue	$ 74,809	$ 55,155	$ 39,000	$ 6,517	$ 9,722	$ 8,000	$ -	$ 8,000
410-1810	Long and Short	$ (3,687)	$ (1,739)	$ -	$ (210)	$ -	$ -	$ -	$ -
410-1900	Credit Card Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
410-7953	Grants - Not Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Hole Sponsorship	$ -	$ -	$ 68,673	$ -	$ -	$ -	$ -	$ -
410-9101	Transfer from General Fund	$ 150,000	$ 438,694	$ 973,926	$ -	$ 679,133	$ 1,064,706	$ -	$ 1,064,706
410-9850	Capital Contribution-Audit	$ 232,845	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 1,284,697**	**$ 1,170,488**	**$ 1,719,726**	**$ 229,332**	**$ 1,196,670**	**$ 1,572,375**	**$ -**	**$ 1,572,375**
Snack Bar									
420-1100	Beer & Wine Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-1200	Other Drinks - Non-Taxable	$ 370	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-1201	Food Sales	$ 1,364	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-1205	Other Drinks - Taxable	$ 1,648	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420-1300	Facility Rental	$ 24,850	$ 34,200	$ 34,200	$ 17,150	$ 34,250	$ 34,200	$ -	$ 34,200
420-1810	Long and Short	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 28,232**	**$ 34,200**	**$ 34,200**	**$ 17,150**	**$ 34,250**	**$ 34,200**	**$ -**	**$ 34,200**
	Total Operating Revenues	**$ 1,312,929**	**$ 1,204,688**	**$ 1,753,926**	**$ 246,482**	**$ 1,230,920**	**$ 1,606,575**	**$ -**	**$ 1,606,575**

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ 1,022	$ (15,951)	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 2,239	$ 290	$ 2,990	$ 47	$ 47	$ 3,024	$ -	$ 3,024
1020	Social Security / Medicare (7.65%)	$ 14,219	$ 13,438	$ 17,677	$ 6,343	$ 12,686	$ 22,364	$ -	$ 22,364
1030	TMRS	$ 9,865	$ (11,396)	$ 11,384	$ 4,018	$ 8,036	$ 16,563	$ -	$ 16,563
1050	Health, Dental, & Life Insurance	$ 30,421	$ 29,429	$ 60,970	$ 14,624	$ 29,248	$ 53,812	$ -	$ 53,812
1060	Health Reimbursement Account	$ 1,935	$ 1,660	$ 3,270	$ 613	$ 1,226	$ 2,616	$ -	$ 2,616
1070	Workers Compensation	$ 8,004	$ 9,330	$ 10,263	$ 3,765	$ 3,765	$ 4,142	$ -	$ 4,142
1100	Director of Golf Operations	$ 55,526	$ 57,473	$ 45,000	$ 26,231	$ 52,462	$ -	$ -	$ -
1101	Marketing Coordinator	$ 34,643	$ 20,152	$ -	$ -	$ -	$ -	$ -	$ -
1102	Assistant Golf Professional	$ -	$ 10,884	$ 13,520	$ 7,172	$ 14,344	$ 42,000	$ -	$ 42,000
1104	PGA Head Golf Professional	$ -	$ -	$ -	$ -	$ -	$ 73,500	$ -	$ 73,500
1105	Front Desk Clerks (FT)	$ -	$ -	$ 29,723	$ -	$ -	$ -	$ -	$ -
1106	Front Desk Clerk (PT)	$ 55,671	$ 36,667	$ 40,560	$ 16,479	$ 32,958	$ 56,784	$ -	$ 56,784
1110	Marshall/Starter (PT)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
1120	Outside Services/Cart Keepers	$ 32,602	$ 44,379	$ 95,620	$ 30,850	$ 61,700	$ 113,022	$ -	$ 113,022
1143	Cell Phone Allowance	$ 1,357	$ 360	$ -	$ -	$ -	$ -	$ -	$ -

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1144	Car Allowance	$ 3,600	$ 1,662	$ -	$ -	$ -	$ -	$ -	$ -
1145	Longevity	$ 1,488	$ 1,695	$ 1,280	$ 1,107	$ 1,107	$ 1,419	$ -	$ 1,419
1146	Rewards Program	$ 810	$ 1,215	$ 1,215	$ 810	$ 810	$ 1,620	$ -	$ 1,620
1148	Cell Phone Stipend	$ -	$ 600	$ 600	$ 300	$ 600	$ -	$ -	$ -
1149	In Lieu Of	$ 692	$ 311	$ 830	$ 277	$ 277	$ 830	$ -	$ 830
1274	Overtime	$ 2,107	$ 1,594	$ 4,000	$ 144	$ 288	$ 4,000	$ -	$ 4,000
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ 12,500	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ 27,500	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$256,200**	**$203,793**	**$378,902**	**$ 112,781**	**$219,554**	**$395,696**	**$ -**	**$395,696**
Operation & Maintenance									
4000	Liability/Property Insurance Liability/Property/Errors & Omissions/Vehicle Liability/Auto Physical Damage	$ 2,384	$ 2,635	$ 2,898	$ 4,307	$ 4,307	$ 3,188	$ -	$ 3,188
4110	Uniforms Logo Shirts/Uniforms	$ -	$ 495	$ 2,000	$ 679	$ 2,000	$ 2,000	$ -	$ 2,000
4200	Travel PGA Educaton Travel	$ -	$ 996	$ 2,000	$ 648	$ 2,000	$ 2,000	$ -	$ 2,000
4300	Training / Education PGA	$ -	$ -	$ 2,000	$ -	$ -	$ 2,000	$ -	$ 2,000

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4305	Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4400	Dues & Subscriptions	$ 45	$ 150	$ 300	$ -	$ -	$ 500	$ -	$ 500
4570	Rental/Lease Golf Cart Lease	$ -	$ -	$ 75,040	$ 23,100	$ 46,201	$ 47,000	$ -	$ 47,000
4575	Bank Charges Credit Card Charges	$ 18,228	$ 17,871	$ 15,000	$ 6,323	$ 15,000	$ 16,500	$ -	$ 16,500
4600	Telephone	$ 3,302	$ 3,513	$ 3,700	$ 1,846	$ 4,636	$ 5,000	$ -	$ 5,000
4650	Electricity	$ 16,659	$ 20,079	$ 18,000	$ 8,658	$ 19,938	$ 20,000	$ -	$ 20,000
4670	Water Service	$ 2,219	$ 6,540	$ 6,000	$ 1,296	$ 2,592	$ 3,000	$ -	$ 3,000
4675	Sewer Service	$ 2,323	$ 6,240	$ 4,500	$ 1,385	$ 2,770	$ 3,000	$ -	$ 3,000
4680	Cable TV Service	$ 3,963	$ 3,504	$ 4,200	$ 1,439	$ 3,368	$ 3,400	$ -	$ 3,400
4685	Satellite TV Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance/Repairs	$ 420	$ 6,020	$ 15,000	$ 7,348	$ 23,282	$ 24,000	$ -	$ 24,000
4710	Golf Cart Maintenance	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ 15,000
4715	Maint/Repair Unanticipated	$ 20,186	$ 10,632	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 17,170	$ 6,769	$ 4,500	$ 3,298	$ 7,474	$ 7,500	$ -	$ 7,500
4775	Tournament Expenses	$ -	$ -	$ -	$ -	$ -	$ 1,550	$ -	$ 1,550
4825	Information Technology	$ 745	$ 802	$ 2,500	$ 137	$ 137	$ 1,000	$ -	$ 1,000

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 87,644**	**$ 86,245**	**$157,638**	**$ 60,464**	**$133,705**	**$156,638**	**$ -**	**$156,638**
Supplies									
5100	Books/Publications/Films	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5200	Postage	$ 26	$ 7	$ 150	$ -	$ 20	$ 150	$ -	$ 150
5300	Supplies	$ 4,559	$ 3,874	$ 7,500	$ 5,757	$ 7,500	$ 7,500	$ -	$ 7,500
5301	Pro Shop Inventory	$ 62,034	$ 53,575	$ 40,000	$ 16,850	$ 40,000	$ 40,000	$ -	$ 40,000
5302	Snack Bar Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5303	Snack Bar Food	$ -	$ (582)	$ -	$ -	$ -	$ -	$ -	$ -
5304	Snack Bar Drinks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5305	Snack Bar Beer & Wine	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5306	Pro Shop Supplies	$ 4,335	$ 5,723	$ -	$ -	$ -	$ -	$ -	$ -
5400	Fuel & Lubricants	$ -	$ -	$ 20,000	$ 2,389	$ 6,000	$ 6,000	$ -	$ 6,000
5500	COVID 19 Expenses	$ 18	$ (85)	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 70,972**	**$ 62,513**	**$ 67,650**	**$ 24,996**	**$ 53,520**	**$ 53,650**	**$ -**	**$ 53,650**
Services									
6100	Professional Services	$ 4,177	$ 11,728	$ 13,000	$ -	$ -	$ 4,000	$ -	$ 4,000

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6135	Contract Services TGA - GHIN Handicap	$ -	$ 3,084	$ 4,000	$ 1,678	$ 1,678	$ 20,000	$ -	$ 20,000
6400	Printing & Binding Services	$ -	$ -	$ 300	$ 385	$ 905	$ 1,000	$ -	$ 1,000
6500	Miscellaneous Services	$ -	$ -	$ -	$ 128	$ -	$ -	$ -	$ -
6540	Maintenance Agreements ADT Club Prophet System	$ 10,966	$ 7,962	$ 10,000	$ 3,602	$ 10,000	$ 12,000	$ -	$ 12,000
6550	Advertising	$ 39,146	$ 35,826	$ 35,000	$ 12,390	$ 29,260	$ 15,000	$ -	$ 15,000
6560	Promotional	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6580	Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6581	Settlement Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6600	Disposal Service	$ 1,165	$ 1,125	$ 1,140	$ 550	$ 1,290	$ 1,400	$ -	$ 1,400
	Subtotal	**$ 55,453**	**$ 59,726**	**$ 63,440**	**$ 18,733**	**$ 43,133**	**$ 53,400**	**$ -**	**$ 53,400**
Fixed Assets									
9000	Fixed Assets Safety Issues	$ -	$ (0)	$ 5,500	$ -	$ 10,000	$ -	$ -	$ -
9100	Golf Carts - Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9105	Golf Carts-Interest	$ 5,541	$ 4,002	$ -	$ -	$ -	$ -	$ -	$ -
9700	Contributed Capital	$ -		$ -	$ -	$ -	$ -	$ -	$ -

LVGC PRO SHOP AND SNACK BAR
Account 15-510

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	$ 5,541	$ 4,002	$ 5,500	$ -	$ 10,000	$ -	$ -	$ -
	Total	$475,811	$416,279	$673,130	$ 216,975	$459,912	$659,384	$ -	$659,384

LVGC GROUNDS MAINTENANCE BUDGET
Account 15-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accured Salary (Auditor Adjustment)	$ (1,902)	$ (9,213)	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,764	$ 72	$ 3,024	$ 66	$ 66	$ 2,772	$ -	$ 2,772
1020	Social Security / Medicare (7.65%)	$ 16,148	$ 14,647	$ 27,560	$ 9,957	$ 19,914	$ 30,016	$ -	$ 30,016
1030	TMRS	$ 15,599	$ 14,556	$ 29,829	$ 9,804	$ 19,608	$ 35,626	$ -	$ 35,626
1050	Health, Dental, & Life Insurance	$ 61,458	$ 45,604	$ 141,903	$ 24,809	$ 49,618	$ 97,145	$ -	$ 97,145
1060	Health Reimbursement Account	$ 3,979	$ 2,655	$ 5,886	$ 1,405	$ 2,810	$ 5,232	$ -	$ 5,232
1070	Workers Compensation	$ -	$ 6,882	$ 7,570	$ 5,777	$ 5,777	$ 6,355	$ -	$ 6,355
1100	Crew Leader/Irrigation Tech	$ 71,978	$ 31,979	$ -	$ 16,312	$ 32,624	$ 40,560	$ -	$ 40,560
1101	Superintendent - Greens Keeper	$ -	$ 40,385	$ 75,000	$ 39,231	$ 78,462	$ 78,750	$ -	$ 78,750
1105	Maintenance Personnel	$ 111,921	$ 85,203	$ 224,353	$ 65,985	$ 131,970	$ 259,070	$ -	$ 259,070
1110	Maintenance Personnel Seasonal	$ -		$ -	$ -	$ -	$ -	$ -	$ -
1115	Golf Course Mechanic	$ 34,869	$ 24,523	$ 45,000	$ -	$ -	$ -	$ -	$ -
1145	Longevity	$ 1,315	$ 1,003	$ 692	$ 484	$ 484	$ 554	$ -	$ 554
1146	Rewards Program	$ 2,430	$ 1,620	$ 3,644	$ 1,620	$ 1,620	$ 3,239	$ -	$ 3,239
1147	Work Boot Allowance	$ 1,467	$ 900	$ 2,367	$ -	$ -	$ 2,187	$ -	$ 2,187
1148	Cell Phone Stipend	$ 600	$ 415	$ 1,200	$ 277	$ 554	$ -	$ -	$ -
1149	In Lieu Of	$ 484	$ 173	$ 830	$ 208	$ 208	$ 761	$ -	$ 761

LVGC GROUNDS MAINTENANCE BUDGET
Account 15-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1274	Overtime	$ 3,457	$ 5,468	$ 8,000	$ 6,185	$ 12,370		$ 8,000	$ -	$ 8,000
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 325,567**	**$ 266,872**	**$ 576,858**	**$ 182,120**	**$ 356,085**		**$ 570,267**	**$ -**	**$ 570,267**
Operation & Maintenance										
4000	Liability/Property Insurance Liability /Property/Errors & Omissions	$ 5,441	$ 6,134	$ 6,748	$ 5,483	$ 5,483		$ 7,423	$ -	$ 7,423
4110	Uniforms Uniform (Purchase) Winter Coats Light Winter Coats	$ 3,476	$ 4,557	$ 7,500	$ 1,316	$ 3,000		$ 5,000	$ -	$ 5,000
4200	Travel	$ 184	$ -	$ 1,500	$ -	$ -		$ 1,500	$ -	$ 1,500
4300	Training / Education	$ 680	$ 851	$ 2,000	$ 100	$ 1,200		$ 2,000	$ -	$ 2,000
4400	Dues & Subscriptions	$ -	$ -	$ -	$ -	$ -		$ 500	$ -	$ 500
4570	Rental/Lease	$ -	$ -	$ 107,040	$ 50,312	$ 107,040		$ 85,801	$ -	$ 85,801
	Wells Fargo Golf Course Equip Lease Contract #603-0269341-001						$ 9,229			
	Wells Fargo Golf Course Equip Lease Contract #603-0208947-000						$ 18,332			
	Wells Fargo Golf Course Equip Lease Contract #603-0269341-000						$ 46,014			
	John Deere Golf Course Equip Lease Account #020-0062468-000						$ 12,226			
4600	Telephone / Cell Phones / Pagers	$ 999	$ 979	$ 1,200	$ 785	$ 1,200		$ 1,200	$ -	$ 1,200
4650	Electricity	$ 5,177	$ 5,265	$ 7,000	$ 2,686	$ -		$ 7,000	$ -	$ 7,000
4670	Water Service - Rest Rooms	$ 3,042	$ 2,283	$ 6,000	$ 1,453	$ 3,000		$ 6,000	$ -	$ 6,000

LVGC GROUNDS MAINTENANCE BUDGET
Account 15-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4675	Sewer Service - Rest Rooms	$ 930	$ 1,134	$ 4,000	$ 596	$ 1,200		$ 3,000	$ -	$ 3,000
4680	Building Maintenance	$ -	$ -	$ 10,000	$ -	$ 10,000		$ 10,000	$ -	$ 10,000
4700	Equipment Repairs & Maintenance	$ 17,410	$ 34,412	$ 25,000	$ 16,327	$ 30,000		$ 30,000	$ -	$ 30,000
4705	Irrigation Maintenance & Repairs	$ 23,378	$ 17,402	$ 15,000	$ 7,957	$ 15,000		$ 20,000	$ -	$ 20,000
4710	Golf Cart Maint & Repairs	$ 159	$ 882	$ -	$ -	$ -		$ -	$ -	$ -
4725	Vehicle Maintenance & Repairs	$ 400	$ 6,292	$ -	$ -	$ -		$ 1,500	$ -	$ 1,500
4750	Miscellaneous Expenses	$ 6,933	$ 6,091	$ 2,500	$ 2,145	$ 3,000		$ 2,500	$ -	$ 2,500
4825	Information Technology	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 68,210**	**$ 86,284**	**$ 195,488**	**$ 89,160**	**$ 180,123**		**$ 183,424**	**$ -**	**$ 183,424**
Supplies										
5300	Supplies Frontier B85072 Standard Duty Box Blade	$ 12,045	$ 4,293	$ 12,250	$ 3,768	$ 13,000	$ -	$ 13,000	$ -	$ 13,000
5305	Small Tools 1 Weed Eater 1 Chain Saw 1 Push Mower	$ 442	$ 975	$ 2,000	$ 766	$ 2,000		$ 2,500	$ -	$ 2,500
5400	Fuel/Lubricants Equipment/Vehicle/Carts	$ 18,488	$ 18,772	$ 8,000	$ 5,722	$ 12,000		$ 12,000	$ -	$ 12,000
5430	Chemicals	$ 24,436	$ 5,694	$ 45,000	$ 11,229	$ 45,000		$ 45,000	$ -	$ 45,000
5435	Fertilizer	$ 18,087	$ 4,415	$ 35,000	$ 1,404	$ 35,000		$ 35,000	$ -	$ 35,000
5440	Sand & Soil	$ 2,525	$ 3,304	$ 15,000	$ 5,344	$ 15,000		$ 15,000	$ -	$ 15,000
5445	Seed	$ 3,763	$ -	$ 7,500	$ 500	$ 7,000		$ 5,000	$ -	$ 5,000

LVGC GROUNDS MAINTENANCE BUDGET
Account 15-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5450	Other Materials & Supplies	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 33,467	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 113,253**	**$ 37,453**	**$ 124,750**	**$ 28,734**	**$ 129,000**		**$ 127,500**	**$ -**	**$ 127,500**
Services										
6100	Professional Services Aeration to DryJet Services	$ -	$ 45,008	$ 78,000	$ 27,550	$ -		$ 15,000	$ -	$ 15,000
6135	Contract Services Task Tracker & Play Books Annual Maintenance Pogo Pro Annual Maintenance Mechanic Services $45,000	$ -	$ -	$ 87,600	$ -	$ 87,600		$ 49,000	$ -	$ 49,000
6150	Greens Keeper	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6430	Bulk Water	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6500	Miscellaneous Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6600	Disposal Services	$ -	$ 461	$ 1,200	$ 1,052	$ 1,300		$ 2,000	$ -	$ 2,000
6770	Leases	$ -		$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ 45,469**	**$ 166,800**	**$ 28,602**	**$ 88,900**		**$ 66,000**	**$ -**	**$ 66,000**
Fixed Assets										
9700	Fixed Assets Ryan Hydro Jr 18 Sod Cutter Golf Lift	$ -	$ -	$ 16,900	$ -	$ 16,900	$ - $ -	$ -	$ -	$ -
9751	Turf Gator - Interest	$ 4,265	$ 9,882	$ -	$ -	$ -		$ -	$ -	$ -

LVGC GROUNDS MAINTENANCE BUDGET
Account 15-530

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	$ 4,265	$ 9,882	$ 16,900	$ -	$ 16,900	$ -	$ -	$ -
	Total	$ 511,295	$ 445,959	$ 1,080,796	$ 328,615	$ 771,008	$ 947,190	$ -	$ 947,190

UTILITY FUND REVENUES
FUND 30

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Contribution Capital									
430-1200	Insurance Recovery	$ -	$ 927	$ -	$ -	$ -	$ -	$ -	$ -
430-1300	Contributed Capital	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ 927**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
General Operations									
450-1410	Investment Interest	$ 6,615	$ 73,256	$ 66,736	$ 253,492	$ 600,985	$ 600,985	$ -	$ 600,985
450-1411	ARPA Grant Interest	$ -	$ 7,517	$ 6,911	$ 40,146	$ 90,025	$ 10,000	$ -	$ 10,000
450-1412	WTP Expansion Interest	$ -	$ 6,106	$ 5,783	$ 17,013	$ 38,151	$ 38,151	$ -	$ 38,151
450-1413	Waterline: Bar K to Bronce	$ -	$ 6,566	$ 6,244	$ 18,222	$ 40,861	$ 40,861	$ -	$ 40,861
450-1415	Special Account Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1420	Utility Extension Request Fee	$ 91,940	$ 89,800	$ 101,882	$ 7,720	$ 25,920	$ 17,220	$ -	$ 17,220
450-1421	Interfund Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1425	Trans from Bond for Labor/Equip	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1430	Credit Card Service Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1601	PID Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1602	PID Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-1810	Cash Long and Short	$ -	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -
450-3220	Other Utility Grants	$ -	$ 100,545	$ -	$ 5,130	$ 5,130	$ -	$ -	$ -
450-3230	LCRA Grants	$ 17,632	$ 58,350	$ -	$ -	$ -	$ -	$ -	$ -
450-4400	Other Revenue	$ 13,053	$ -	$ -	$ 52,136	$ 52,136	$ 25,000	$ -	$ 25,000
450-7911	Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-9060	Loan Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-9100	Transfer from Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund Balance	Prior Year Fund 40/Reclassifed tc	$ -	$ -	$ 736,000	$ -	$ -	$ -	$ -	$ -
450-9800	Other Resources-Transfer/CIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-9850	Capital Contributions-Aud	$ 70,124	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450-9900	Interfund Transfer	$ 147,656	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 347,019**	**$ 342,138**	**$ 923,555**	**$ 393,859**	**$ 853,208**	**$ 732,217**	**$ -**	**$ 732,217**
Water Services									
460-4100	Water Service Fees	$ 4,176,748	$ 5,191,347	$ 5,581,872	$ 2,238,175	$ 4,564,119	$ 4,564,118	$ -	$ 4,564,118
460-4150	Drought Emergency Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-4300	Water Tap Fees	$ 716,250	$ 653,250	$ 655,875	$ 155,250	$ 312,750	$ 312,750	$ -	$ 312,750
460-4360	Water Extensions	$ 632,752	$ 387,762	$ 345,790	$ 8,407	$ 62,829	$ 65,658	$ -	$ 65,658
460-4400	Other Revenue	$ 31,412	$ 38,918	$ 46,856	$ 23,208	$ 34,472	$ 34,472	$ -	$ 34,472
460-4425	Fire Hydrant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

UTILITY FUND REVENUES
FUND 30

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
460-4450	Reconnect Fee Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-4500	Penalties - Service Accounts	$ 9,975	$ 111,840	$ 116,210	$ 64,170	$ 119,145	$ 116,210	$ -	$ 116,210
460-4510	Water Facility - P & I	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-4550	Engineering/Meter Set Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-4740	Rebate Utility Service Line	$ -	$ 125	$ -	$ -	$ -	$ -	$ -	$ -
460-9101	Transfers In	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 5,567,138**	**$ 6,383,242**	**$ 6,746,602**	**$ 2,489,211**	**$ 5,093,315**	**$ 5,093,208**	**$ -**	**$ 5,093,208**
Sewer Services									
470-4100	Waste Water Service Fees	$ 3,045,443	$ 3,324,580	$ 3,646,089	$ 1,735,195	$ 3,492,247	$ 3,646,089	$ -	$ 3,646,089
470-4310	Sewer Tap Fees	$ 1,002,465	$ 934,265	$ 951,005	$ 228,750	$ 506,000	$ 491,625	$ -	$ 491,625
470-4360	Sewer Extensions	$ 308,976	$ 330,280	$ 297,221	$ 35,437	$ 58,832	$ 64,779	$ -	$ 64,779
470-4400	Other Revenue	$ 2,452	$ 802	$ 882	$ -	$ -	$ -	$ -	$ -
470-4510	Facility Charges - P & I	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470-4550	Engineering/Meter Set Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470-9900	Interfund Transfers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 4,359,335**	**$ 4,589,927**	**$ 4,895,197**	**$ 1,999,382**	**$ 4,057,079**	**$ 4,202,493**	**$ -**	**$ 4,202,493**
Capital Improvements									
480-1100	Transfer From Bond Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480-1200	Transfer From Water Impact	$ -	$ 1,677,000	$ -	$ -	$ -	$ -	$ -	$ -
480-9900	Fund Transfers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ 1,677,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Operating Revenues	**$ 10,273,492**	**$ 12,993,234**	**$ 12,565,354**	**$ 4,882,452**	**$ 10,003,603**	**$ 10,027,918**	**$ -**	**$ 10,027,918**

UTILITY ADMINISTRATION
Account 30-555

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment	$ 170	$ 6,477	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 504	$ 27	$ 756	$ 35	$ 35	$ 756	$ -	$ 756
1020	Social Security / Medicare (7.65%)	$ 5,556	$ 8,209	$ 9,292	$ 4,811	$ 9,622	$ 9,907	$ -	$ 9,907
1030	TMRS	$ 5,929	$ (105,755)	$ 4,871	$ 5,172	$ 10,344	$ 11,759	$ -	$ 11,759
1050	Health, Dental, & Life Insurance	$ 17,429	$ 31,112	$ 31,568	$ 17,389	$ 30,207	$ 33,240	$ -	$ 33,240
1060	Health Reimbursement Account	$ 1,327	$ 1,915	$ 1,962	$ 979	$ 1,958	$ 1,962	$ -	$ 1,962
1070	Workers Compensation	$ 157	$ 736	$ 809	$ 1,998	$ 1,998	$ 2,197	$ -	$ 2,197
1120	Customer Service Clerks	$ 32,082	$ 37,528	$ 37,731	$ 1,451	$ 1,451	$ -	$ -	$ -
1144	Car Allowance	$ -		$ -	$ -	$ -	$ -	$ -	$ -
1145	Longevity	$ 381	$ 484	$ 588	$ 554	$ 554	$ 657	$ -	$ 657
1146	Rewards Program	$ 810	$ 1,215	$ 1,215	$ 810	$ 810	$ 1,215	$ -	$ 1,215
1148	Cell Phone Stipend	$ 577	$ 600	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 138	$ 104	$ 208	$ 104	$ 104	$ 208	$ -	$ 208
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1303	Utility Assistant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1400	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ 62,500	$ -	$ 62,500	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ 137,500	$ -	$ 137,500	$ -	$ -	$ -

UTILITY ADMINISTRATION
Account 30-555

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1520	Utility Billing Clerks	$ 38,756	$ 81,158	$ 81,330	$ 59,728	$ 119,456	$ 127,032	$ -	$ 127,032
	Subtotal	**$ 103,816**	**$ 63,810**	**$ 370,930**	**$ 93,329**	**$ 377,139**	**$ 189,533**	**$ -**	**$ 189,533**
Operation & Maintenance									
4000	Liability/Property Insurance	$ -	$ -	$ -	$ 370	$ 370	$ 400	$ -	$ 400
4100	Bad Debt Write -Offs	$ (151)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4110	Uniforms	$ -	$ -	$ -	$ 269	$ 269	$ 300	$ -	$ 300
4200	Travel Mileage Reimbursement Incode/Meals for School	$ 567	$ 641	$ 1,500	$ 227	$ 2,500	$ 2,500	$ -	$ 2,500
4300	Training / Education	$ 900	$ 26	$ 1,500	$ -	$ 2,500	$ 2,500	$ -	$ 2,500
4400	Dues	$ 23	$ 9	$ -	$ 14	$ 114	$ 100	$ -	$ 100
4420	Bonds (Notary Bond)	$ -	$ -	$ 220	$ -	$ -	$ 115	$ -	$ 115
4550	Legal Notices	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4575	Bank Charges Bank Statement Charges Credit Card Charges	$ 69,368	$ 85,661	$ 85,000	$ 53,914	$ 107,828	$ 120,000	$ -	$ 120,000
4600	Telephone/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4700	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 112	$ 295	$ 500	$ 114	$ 500	$ 500	$ -	$ 500
4825	Information Technology	$ -	$ -	$ 2,000	$ -	$ 1,000	$ 2,000	$ -	$ 2,000
	Subtotal	**$ 70,819**	**$ 86,632**	**$ 90,720**	**$ 54,909**	**$ 115,081**	**$ 128,415**	**$ -**	**$ 128,415**
Supplies									

UTILITY ADMINISTRATION
Account 30-555

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5100	Books/Publications/Films	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5200	Postage Purchase Power/Postage for machine Data Prose (Includes CCRs & inserts)	$ 23,529	$ 28,886	$ 30,000	$ 18,847	$ 37,694	$ 40,000	$ -	$ 40,000
5300	Supplies	$ 2,501	$ 4,049	$ 5,000	$ 2,311	$ 4,000	$ 4,000	$ -	$ 4,000
5500	COVID 19 Expenses	$ 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 26,038**	**$ 32,935**	**$ 35,000**	**$ 21,158**	**$ 41,694**	**$ 44,000**	**$ -**	**$ 44,000**
Services									
6100	Professional Services Water/Wastewater Study	$ 22,057	$ 1,878	$ 25,000	$ -	$ 25,000	$ 30,000	$ -	$ 30,000
6110	Auditing Services Annual Audit 50%	$ 14,375	$ 14,475	$ 15,000	$ 7,650	$ 15,300	$ 20,000	$ -	$ 20,000
6120	Legal Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6135	Contractual Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6400	Printing and Binding Services Misc. Printing/Stationary Data Prose (Includes CCRs & inserts)	$ 25,995	$ 28,043	$ 43,000	$ 12,549	$ 25,098	$ 38,000	$ -	$ 38,000
6540	Maintenance Agreements	$ 240	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6545	Customer Refunds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6600	Disposal Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6700	Damage Claims Against the City	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

UTILITY ADMINISTRATION
Account 30-555

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 62,667**	**$ 44,396**	**$ 83,000**	**$ 20,199**	**$ 65,398**	**$ 88,000**	**$ -**	**$ 88,000**
Fixed Assets									
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9750	Communications Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9760	Transfer to Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 263,340**	**$ 227,773**	**$ 579,650**	**$ 189,595**	**$ 599,312**	**$ 449,948**	**$ -**	**$ 449,948**

GENERAL FUND TRANSFER
Account 30-556

Account Number	Account Name	Yr End Actual 09/30/20	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9765	Transfer to General Fund	$ 1,500,000	$ 1,600,000	$ 1,600,000	$ 2,059,643	$ 1,029,822	$ 2,059,643	$ 2,059,643	$ -	$ 2,059,643
TOTAL		**$ 1,500,000**	**$ 1,600,000**	**$ 1,600,000**	**$ 2,059,643**	**$ 1,029,822**	**$ 2,059,643**	**$ 2,059,643**	**$ -**	**$ 2,059,643**

UTILITY FUND INFORMATION TECHNOLOGY
Account 30-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adj)	$ 367	$ 9,353	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 756	$ 27	$ -	$ -	$ -	$ -	$ -	$ -
1020	Social Security / Medicare (7.65%)	$ 13,889	$ 14,466	$ -	$ 555	$ 555	$ -	$ -	$ -
1030	TMRS	$ 15,012	$ 15,544	$ -	$ 593	$ 593	$ -	$ -	$ -
1050	Health, Dental, & Life Insurance	$ 31,835	$ 37,029	$ -	$ 5,807	$ 5,807	$ -	$ -	$ -
1060	Health Reimbursement Account	$ 1,990	$ 1,992	$ -	$ -	$ -	$ -	$ -	$ -
1070	Workers Compensation	$ 236	$ 264	$ -	$ -	$ -	$ -	$ -	$ -
1120	IT Manager	$ 75,853	$ 78,955	$ -	$ 3,040	$ 3,040	$ -	$ -	$ -
1125	System Administrator/IT Assistant	$ 43,246	$ 45,015	$ -	$ 1,733	$ 1,733	$ -	$ -	$ -
1130	GIS Assistant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1135	Senior GIS Technician	$ 56,605	$ 58,578	$ -	$ 2,256	$ 2,256	$ -	$ -	$ -
1143	Cell Phone Allowance	$ 1,177	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1144	Car Allowance	$ 5,000	$ 5,000	$ -	$ 192	$ 192	$ -	$ -	$ -
1145	Longevity	$ 900	$ 1,003	$ -	$ -	$ -	$ -	$ -	$ -
1146	Rewards Program	$ 1,215	$ 1,215	$ -	$ -	$ -	$ -	$ -	$ -
1148	Cell Phone Stipend	$ -	$ 1,200	$ -	$ 46	$ 46	$ -	$ -	$ -
1149	In Lieu Of	$ 208	$ 104	$ -	$ -	$ -	$ -	$ -	$ -
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

UTILITY FUND INFORMATION TECHNOLOGY
Account 30-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1300	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 248,288**	**$ 269,745**	**$ -**	**$ 14,222**	**$ 14,222**	**$ -**	**$ -**	**$ -**
Operation & Maintenance									
4000	Liability/Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4200	Travel GISP Testing Fee (GIS Tech) Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4300	Training / Education	$ -	$ 4,759	$ -	$ -	$ -	$ -	$ -	$ -
4400	Dues & Subscriptions	$ -	$ -	$ -	$ 45	$ 45	$ -	$ -	$ -
4570	Rental/Lease Post mach/Pitney Bowes	$ 11,594	$ 11,268	$ 4,981	$ 1,543	$ 4,500	$ 4,800	$ -	$ 4,800
4600	Telephone/Internet AT & T Sewer Services Lift Stations Phone Lines Water Services/Maintenance Shop Phone Line WTP #1 Phone/Fax/Autodialer/LD WTP #3 Phone Time Warner Internet w/Upgrade WTP #1 Internet WTP #3 Internet	$ 31,367	$ 24,228	$ 14,675	$ 3,709	$ 8,000	$ 10,000	$ -	$ 10,000
4700	Maintenance/Repairs Back-up Maintenance License Remote Software (Splashtop 2 x Licenses @ $399 ea per year) Scale Support for 2nd Cluster ($9,000 per year)	$ 27,060	$ 36,721	$ 15,484	$ 7,595	$ 15,000	$ 16,000	$ -	$ 16,000

UTILITY FUND INFORMATION TECHNOLOGY
Account 30-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4715	Unanticipated Maintenance/Repairs	$ 1,849	$ 760	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expenses	$ -	$ 777	$ 500	$ -	$ 500	$ 500	$ -	$ 500
4825	Information Technology Exchange License Backup Server Hard Drives X 32 Backup Desktop Hard Drives X 10 Exchange CAL's Battery Backups Replace/Renew X 5 Replace/Renew Network Switches/Routers Server/Desktop Monitoring Software (City) Microsoft Licenses (Server/CAL) Microsoft Windows Server 2019 Upgrade Licenses Office 365 Licenses Additional Workstations	$ 21,666	$ 39,646	$ 27,778	$ 7,567	$ 15,000	$ 17,000	$ -	$ 17,000
	Subtotal	**$ 93,536**	**$ 118,158**	**$ 63,418**	**$ 20,459**	**$ 43,045**	**$ 48,300**	**$ -**	**$ 48,300**
Supplies									
5100	Books/Publications/Films	$ 206	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5200	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 30	$ 832	$ 500	$ -	$ 500	$ 500	$ -	$ 500
5500	COVID 19 Expenses	$ 170	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 406**	**$ 832**	**$ 500**	**$ -**	**$ 500**	**$ 500**	**$ -**	**$ 500**
Services									
6100	Professional Services	$ 7,725	$ 30,649	$ -	$ -	$ -	$ -	$ -	$ -

UTILITY FUND INFORMATION TECHNOLOGY
Account 30-558

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
6500	Miscellaneous Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6540	Maintenance Agreements	$ 86,239	$ 78,796	$ 32,350	$ 15,822	$ 32,000	$ 35,000	$ -	$ 35,000
	Incode Annual Software Maintenance								
	Cental Cash Collections (Nov - Oct)								
	Central Purchasing (Pos)								
	Utility CIS System								
	Cust Relat Suite (AMR)								
	Incode Monthly Network Support								
	Syst Mgmt Serv								
	Website Support & Host								
	Utility Online Payment Processing								
	Incode Annual Hardware Maintenance								
	Utility Receipt Printer (Oct - Sept)								
	Incode Annual Time Clock Module-HR								
	Copier Maintenance Agreement								
	ICS Phone Maintenance & Software Assurance								
	Docuware Maintenance								
	Scale Support Maintenance (Cluster)								
	RG3 Software Support ($0.40/Meter*3,350)								
	Plotter Maintenance								
	Subtotal	**$ 93,964**	**$ 109,445**	**$ 32,350**	**$ 15,822**	**$ 32,000**	**$ 35,000**	**$ -**	**$ 35,000**
Fixed Assets									
9720	Machiney & Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment/Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9735	Office Furniture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 436,195**	**$ 498,180**	**$ 96,268**	**$ 50,503**	**$ 89,767**	**$ 83,800**	**$ -**	**$ 83,800**

PUBLIC WORKS ADMINISTRATION
Account 30-559

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustmer	$ 201	$ (2,019)	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,040	$ 221	$ 1,008	$ 20	$ 20	$ 1,008	$ -	$ 1,008
1020	Social Security / Medicare (7.65%)	$ 20,742	$ 19,696	$ 22,262	$ 5,807	$ 11,614	$ 25,658	$ -	$ 25,658
1030	TMRS	$ 22,308	$ 21,007	$ 24,096	$ 6,771	$ 13,542	$ 30,454	$ -	$ 30,454
1050	Health, Dental, & Life Insurance	$ 41,229	$ 38,493	$ 76,842	$ 15,906	$ 31,812	$ 72,549	$ -	$ 72,549
1060	Health Reimbursement Account	$ 2,653	$ 1,941	$ 2,616	$ 652	$ 1,304	$ 2,616	$ -	$ 2,616
1070	Workers Compensation	$ 3,401	$ 4,167	$ 4,584	$ 3,140	$ 3,140	$ 3,454	$ -	$ 3,454
1100	Director of Public Works *Acct # Changed-OpenGov	$ -	$ -	$ 105,000	$ 54,923	$ 109,846	$ 118,766	$ -	$ 118,766
1130	Senior GIS Assistant	$ 37,827	$ 34,253	$ 40,560	$ 2,256	$ 30,000	$ 58,656	$ -	$ 58,656
1144	Car Allowance	$ -	$ -	$ 6,000	$ 3,000	$ 6,000	$ 9,900	$ -	$ 9,900
~~1144~~	~~Cell Phone Allowance~~	$ 780	$ 391	$ -	$ -	$ -	$ -	$ -	$ -
1145	Longevity	$ 554	$ 657	$ 173	$ 104	$ 104	$ 173	$ -	$ 173
1146	Rewards Program	$ 1,215	$ 1,215	$ 1,620	$ 810	$ 810	$ 1,620	$ -	$ 1,620
1147	Work Boot Allowance	$ 360	$ 180	$ 180	$ -	$ -	$ 180	$ -	$ 180
1148	Cell Phone Stipend	$ 1,200	$ 1,073	$ 1,200	$ 346	$ 692	$ 1,380	$ -	$ 1,380
1149	In Lieu Of	$ 277	$ 138	$ 277	$ 69	$ 69	$ 277	$ -	$ 277
1274	Overtime	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PUBLIC WORKS ADMINISTRATION
Account 30-559

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
~~1300~~	Director of Public Works *Acct # Changed-OpenGov	$ 116,652	$ 144,630	$ -	$ -	$ -	$ -	$ -	$ -
1301	Assistant Director of Public Works	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1302	Car Allowance *Acct # Changed-OpenGov	$ 9,900	$ 7,511	$ -	$ -	$ -	$ -	$ -	$ -
1303	Public Works Administrative Assista	$ 46,388	$ 47,125	$ 41,600	$ 20,900	$ 30,000	$ 43,680	$ -	$ 43,680
1310	Engineer	$ 58,611	$ 25,771	$ 90,000	$ -	$ -	$ 101,044	$ -	$ 101,044
1400	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 365,337**	**$ 346,453**	**$ 418,017**	**$ 114,704**	**$ 238,953**	**$ 471,415**	**$ -**	**$ 471,415**
Operation & Maintenance									
4000	Liability/Property Insurance General Liability - Auto - Property	$ 15,763	$ 14,121	$ 15,347	$ 16,337	$ 16,337	$ 16,882	$ -	$ 16,882
4110	Uniforms	$ 1,140	$ 368	$ 1,000	$ 300	$ 721	$ 1,000	$ -	$ 1,000
4200	Travel Misc. Mileage Reimbursement/Meals for School	$ 66	$ 5,155	$ 1,700	$ -	$ 1,500	$ 1,500	$ -	$ 1,500
4300	Training / Education Classes TCEQ License Renewal Management Training Water/Wastewater License-	$ 2,417	$ 1,870	$ 8,000	$ -	$ 5,000	$ 5,000	$ -	$ 5,000

PUBLIC WORKS ADMINISTRATION
Account 30-559

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	TPWA Convention Miscellaneous Classes/Seminars									
4400	Dues Sam's Highland Lakes Firm Water Users Coop Annual Dues TPWA/ADA	$ 679	$ 338	$ 5,000	$ 100	$ 240		$ 5,000	$ -	$ 5,000
4420	Bonds (Notary Bond)	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4550	Legal Notices Consumer Conf. Report	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4600	Telephone/Internet	$ 345	$ 865	$ 1,000	$ 415	$ 995		$ 995	$ -	$ 995
4700	Maintenance & Repairs	$ -	$ 439	$ 1,000	$ -	$ 1,000		$ 2,500	$ -	$ 2,500
4725	Vehicle Maintenance & Repair	$ 3,683	$ -	$ 1,100	$ -	$ 1,000		$ 1,100	$ -	$ 1,100
4730	Vehicle Safety Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
4750	Miscellaneous Expenses	$ 17,768	$ 5,300	$ 2,000	$ 571	$ 1,369		$ 2,000	$ -	$ 2,000
4825	Information Technology Large Format Plotter/Scanner Digital Workorder System ARC GIS Desktop Advanced License	$ 10,578	$ 12,728	$ 2,500	$ -	$ 2,000	 $ 15,000 $ 8,000 $ 11,500	$ 2,500	$ 34,500	$ 37,000
	Subtotal	**$ 52,438**	**$ 41,183**	**$ 38,647**	**$ 17,723**	**$ 30,162**		**$ 38,477**	**$ 34,500**	**$ 72,977**
Supplies										
5100	Books/Publications/Films	$ 4,254	$ 2,382	$ 250	$ 751	$ 1,802		$ 1,800	$ -	$ 1,800
5200	Postage	$ 83	$ -	$ 100	$ -	$ -		$ 100	$ -	$ 100
5300	Supplies	$ 2,724	$ 6,360	$ 3,500	$ 1,799	$ 4,317		$ 4,500	$ -	$ 4,500

PUBLIC WORKS ADMINISTRATION
Account 30-559

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5400	Fuel & Lubricants	$ 430	$ 1,597	$ 3,000	$ 945	$ 2,267		$ 2,300	$ -	$ 2,300
5500	COVID 19 Expenses	$ 1,948	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 4,291	$ -	$ -	$ -	$ -		$ 1,000	$ -	$ 1,000
	Subtotal	**$ 13,730**	**$ 10,339**	**$ 6,850**	**$ 3,494**	**$ 8,386**		**$ 9,700**	**$ -**	**$ 9,700**
Services										
6100	Professional Services	$ 17,053	$ 11,852	$ 50,000	$ 19,669	$ 47,206		$ 75,000	$ 280,000	$ 355,000
	Engineering, Surveying & Misc Services						$ 75,000			
	GIS for Quadrant #1						$ 280,000			
6120	Legal Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6135	Contractual Services	$ 41,388	$ 16,999	$ 35,000	$ -	$ 5,000		$ 30,000	$ -	$ 30,000
6400	Printing and Binding Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6500	Misc. Services	$ -	$ -	$ 2,000	$ -	$ 2,000		$ 4,000	$ -	$ 4,000
	Cleaning Services									
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -		$ -	$ 3,500	$ 3,500
	ARC GIS Advanced License						$ 3,500			
6600	Disposal Service	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6700	Damage Claims Against the City	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 58,441**	**$ 28,851**	**$ 87,000**	**$ 19,669**	**$ 54,206**		**$ 109,000**	**$ 283,500**	**$ 392,500**
Fixed Assets										
9700	Fixed Assets	$ -	$ -	$ -	$ -	$ -		$ -	$ 150,000	$ 150,000
	Building Roof Extension						$ 150,000			

PUBLIC WORKS ADMINISTRATION
Account 30-559

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9720	Machinery & Equipment Hydraulic Rolling Rack	$ -	$ -	$ -	$ -	$ -	$ 8,000	$ -	$ 8,000	$ 8,000
9725	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 158,000**	**$ 158,000**
	TOTAL	**$ 489,946**	**$ 426,826**	**$ 550,514**	**$ 155,590**	**$ 331,707**		**$ 628,592**	**$ 476,000**	**$ 1,104,592**

WATER SERVICES
Account 30-560

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ (2,607)	$ 5,041	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 3,010	$ 214	$ 3,024	$ 118	$ 118	$ 2,016	$ -	$ 2,016
1020	Social Security / Medicare (7.65%)	$ 32,538	$ 34,622	$ 40,183	$ 19,317	$ 38,634	$ 32,007	$ -	$ 32,007
1030	TMRS	$ 33,311	$ 37,316	$ 43,492	$ 21,153	$ 42,306	$ 37,990	$ -	$ 37,990
1050	Health, Dental, & Life Insurance	$ 106,020	$ 134,933	$ 161,771	$ 73,182	$ 146,364	$ 102,950	$ -	$ 102,950
1060	Health Reimbursement Account	$ 7,240	$ 6,800	$ 7,848	$ 3,056	$ 6,112	$ 5,232	$ -	$ 5,232
1070	Workers Compensation	$ 7,652	$ 8,935	$ 9,828	$ 8,056	$ 8,056	$ 8,861	$ -	$ 8,861
1145	Longevity	$ 2,284	$ 2,457	$ 2,388	$ 1,903	$ 1,903	$ 1,246	$ -	$ 1,246
1146	Rewards Program	$ 4,454	$ 4,049	$ 4,859	$ 3,239	$ 3,239	$ 3,239	$ -	$ 3,239
1147	Work Boot Allowance	$ 1,979	$ 1,800	$ 2,159	$ 1,620	$ 1,620	$ 1,440	$ -	$ 1,440
1148	Cell Phone Stipend	$ 2,100	$ 1,731	$ 1,800	$ 508	$ 1,016	$ 600	$ -	$ 600
1149	In Lieu Of	$ 761	$ 346	$ 830	$ 346	$ 346	$ 554	$ -	$ 554
1274	Overtime	$ 22,410	$ 27,575	$ 30,000	$ 16,267	$ 32,534	$ 30,000	$ -	$ 30,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1540	Utility Superintendent	$ 49,489	$ 67,904	$ 67,980	$ 38,408	$ 76,816	$ 77,553	$ -	$ 77,553
1561	Crew Leaders	$ 85,542	$ 87,164	$ 88,914	$ 31,005	$ 62,010	$ 54,600	$ -	$ 54,600
1570	Maintenance Personnel	$ 281,981	$ 262,534	$ 323,272	$ 162,401	$ 324,802	$ 245,814	$ -	$ 245,814

WATER SERVICES
Account 30-560

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1591	Standby Time	$ 2,475	$ 3,150	$ 3,900	$ 1,650	$ 3,300	$ 3,900	$ -	$ 3,900
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 640,642**	**$ 686,572**	**$ 792,248**	**$ 382,228**	**$ 749,176**	**$ 608,002**	**$ -**	**$ 608,002**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Austo Physical Damage	$ 12,014	$ 14,377	$ 15,815	$ 24,730	$ 24,730	$ 17,396	$ -	$ 17,396
4110	Uniforms Uniforms Delivery Fee Uniform Insurance Safety Shirts L/SS Sleeve Winter Coat Hardhats, Vests, Gloves, Rubber Boots, Safety Glasses Light Winter Coat	$ 10,159	$ 11,857	$ 12,000	$ 7,023	$ 15,000	$ 11,000	$ -	$ 11,000
4200	Travel Co-op Meetings/Monthly Meals for school Miscellaneous	$ 610	$ 1,115	$ 2,300	$ 112	$ 2,000	$ 2,000	$ -	$ 2,000
4300	Training / Education	$ 5,925	$ 10,594	$ 8,800	$ 3,389	$ 8,000	$ 6,000	$ -	$ 6,000
4400	Dues Sam's Club Costco	$ 75	$ 74	$ 100	$ 67	$ 100	$ 100	$ -	$ 100
4570	Rental/Lease Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone	$ 613	$ 687	$ 1,900	$ 344	$ 1,200	$ 1,500	$ -	$ 1,500
4650	Electricity	$ 6,455	$ 7,603	$ 10,000	$ 3,127	$ 8,000	$ 9,000	$ -	$ 9,000

WATER SERVICES
Account 30-560

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4700	Maintenance/Repairs	$ 90,738	$ 105,108	$ 140,000	$ 33,062	$ 100,000	$ 100,000	$ -	$ 100,000
4715	Maint/ Repairs Unanticipated	$ 33,661	$ 43,390	$ -	$ 35	$ 35	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 48,376	$ 36,500	$ 40,000	$ 14,787	$ 38,000	$ 40,000	$ -	$ 40,000
4730	Vehicle Safety Equipment	$ 4,023	$ 700	$ 2,000	$ 845	$ 2,000	$ 2,000	$ -	$ 2,000
4740	Rebate Utility Line Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expense	$ 649	$ 1,329	$ 1,500	$ 1,036	$ 1,500	$ 1,500	$ -	$ 1,500
4755	Fire Hydrant Replacement	$ 36,035	$ 38,335	$ 40,000	$ 3,539	$ 39,000	$ 40,000	$ -	$ 40,000
4757	Water Tap & Extension Expense	$ 353,979	$ 607,357	$ 800,000	$ 207,425	$ 700,000	$ 400,000	$ -	$ 400,000
4758	Rebate on Line Extension	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ 25,000
4761	Water System Improvements	$ 139,750	$ 120,016	$ 125,000	$ 2,040	$ 90,000	$ 50,000	$ -	$ 50,000
4825	Information Technology	$ 1,600	$ 18	$ 2,200	$ 100	$ 2,100	$ 2,200	$ -	$ 2,200
	Subtotal	**$ 744,663**	**$ 999,061**	**$ 1,201,615**	**$ 301,661**	**$ 1,031,665**	**$ 707,696**	**$ -**	**$ 707,696**
Supplies									
5300	Supplies	$ 170,087	$ 7,034	$ 5,500	$ 2,546	$ 5,000	$ 5,500	$ -	$ 5,500
5305	Small Tools Wrenches, screwdrivers, chain, saw blades	$ 2,700	$ 3,747	$ 4,000	$ 2,278	$ 4,000	$ 4,000	$ -	$ 4,000
5350	Meters	$ 204,970	$ 106,352	$ 100,000	$ -	$ 40,000	$ 60,000	$ -	$ 60,000
5400	Fuel/Lubricants	$ 35,902	$ 45,534	$ 35,000	$ 18,698	$ 35,000	$ 30,000	$ -	$ 30,000
5410	Street Materials	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5430	Chemicals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WATER SERVICES
Account 30-560

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Chlorine Tabs									
5500	COVID 19 Expenses	$ 207	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 413,865**	**$ 162,667**	**$ 144,500**	**$ 23,521**	**$ 84,000**		**$ 99,500**	**$ -**	**$ 99,500**
Services										
6130	Engineering & Planning Service	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6135	Contractual Services Rock Sawing Exp. For Moving Saw Leak Detection Services Line Disinfection Miscellaneous	$ 170,007	$ 5,756	$ 50,000	$ 24,279	$ 50,000		$ 50,000	$ -	$ 50,000
6500	Miscellaneous Services	$ 7,229	$ -	$ 150	$ 110	$ 110		$ 110	$ -	$ 110
6540	Maintenance Agreements (LCRA) 900 MZH Annual Maintenance	$ 2,640	$ 3,572	$ 3,000	$ -	$ 3,000		$ 3,000	$ -	$ 3,000
6545	Refund Water Tap Fee	$ -	$ 35,250	$ 75,000	$ 200	$ -		$ -	$ -	$ -
	Subtotal	**$ 179,876**	**$ 44,577**	**$ 128,150**	**$ 24,589**	**$ 53,110**		**$ 53,110**	**$ -**	**$ 53,110**
Fixed Assets										
9720	Machinery & Equipment 2023 Vermeer Base Tractor, Rockwheel Rocksaw, & Trailer ($28,352) 50/50 Water & Sewer Services After Trade-In Mini Excavator Wheel Balancer Data Logger	$ -	$ (43,424)	$ 190,345	$ 101,265	$ 190,345	$ 14,176 $ 61,000 $ 7,000 $ 7,457	$ -	$ 89,633	$ 89,633
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

WATER SERVICES
Account 30-560

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9740	Building Improvements	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9750	Waterline: Bar K to Bronco	$ -	$ 43,424	$ 556,000	$ 6,612	$ 50,000		$ -	$ -	$ -
9760	Vehicles Chevy 2500 (Carry Over from Prior Year)	$ -	$ -	$ 40,000	$ -	$ -	$ 60,000	$ -	$ 60,000	$ 60,000
	Subtotal	**$ -**	**$ -**	**$ 786,345**	**$ 107,877**	**$ 240,345**		**$ -**	**$ 149,633**	**$ 149,633**
	TOTAL	**$1,979,046**	**$1,892,877**	**$ 3,052,858**	**$ 839,877**	**$ 2,158,296**		**$ 1,468,308**	**$ 149,633**	**$ 1,617,941**

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WATER PLANT ONE
Account 30-565

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ (84)	$ 2,646	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 269	$ 504	$ 9	$ 9	$ 504	$ -	$ 504
1020	Social Security / Medicare (7.65%)	$ 3,931	$ 7,799	$ 9,719	$ 2,508	$ 5,016	$ 10,194	$ -	$ 10,194
1030	TMRS	$ 4,198	$ 8,414	$ 10,519	$ 2,698	$ 5,396	$ 12,100	$ -	$ 12,100
1050	Health, Dental, & Life Insurance	$ 8,714	$ 20,390	$ 30,485	$ 5,980	$ 11,960	$ 41,144	$ -	$ 41,144
1060	Health Reimbursement Account	$ 663	$ 1,052	$ 1,308	$ 326	$ 652	$ 1,308	$ -	$ 1,308
1070	Workers Compensation	$ 850	$ 1,307	$ 1,438	$ 1,992	$ 1,992	$ 2,192	$ -	$ 2,192
1145	Longevity	$ 311	$ 381	$ 415	$ 381	$ 381	$ 69	$ -	$ 69
1146	Rewards Program	$ 405	$ 405	$ 810	$ 405	$ 405	$ 810	$ -	$ 810
1147	Work Boot Allowance	$ 180	$ 180	$ 360	$ 180	$ 180	$ 360	$ -	$ 360
1148	Cell Phone Stipend	$ -	$ 346	$ -	$ -	$ -	$ -	$ -	$ -
1149	In Lieu Of	$ 69	$ 69	$ 138	$ 35	$ 35	$ 138	$ -	$ 138
1274	Overtime	$ 3,955	$ 8,150	$ 6,000	$ 4,344	$ 8,688	$ 6,000	$ -	$ 6,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WATER PLANT ONE
Account 30-565

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1555	Plant Superintendent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1560	Plant Operators	$ 46,358	$ 47,986	$ 48,040	$ 27,048	$ 54,096	$ 54,600	$ -	$ 54,600
1570	SCADA Operator	$ -	$ 45,544	$ 70,720	$ -	$ -	$ 70,720	$ -	$ 70,720
1591	Standby Time	$ 225	$ 300	$ 700	$ 450	$ 900	$ 700	$ -	$ 700
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 70,028**	**$ 145,237**	**$ 181,156**	**$ 46,356**	**$ 89,710**	**$ 200,839**	**$ -**	**$ 200,839**
Operation & Maintenance									
4000	Liability & Property Insurance	$ 2,546	$ 3,059	$ 3,364	$ 14,645	$ 14,645	$ 3,701	$ -	$ 3,701
4110	Uniforms	$ 710	$ 718	$ 1,550	$ 48	$ 95	$ 1,000	$ -	$ 1,000
4200	Travel	$ -	$ -	$ 360	$ -	$ -	$ 300	$ -	$ 300
4300	Training / Education	$ 1,565	$ 4,261	$ 2,550	$ 1,835	$ 3,670	$ 4,000	$ -	$ 4,000
4400	Dues Tier-2/Water System Fee TCEQ	$ 3,271	$ 530	$ 1,000	$ 5,299	$ 5,299	$ 6,000	$ -	$ 6,000
4570	Rental / Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WATER PLANT ONE
Account 30-565

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4600	Telephone	$ 823	$ 926	$ 650	$ 463	$ 926	$ 1,000	$ -	$ 1,000
4650	Electricity	$ 44,154	$ 57,847	$ 60,000	$ 24,841	$ 49,683	$ 62,000	$ -	$ 62,000
4700	Maintenance/Repairs	$ 20,036	$ 30,178	$ 20,000	$ 1,079	$ 2,159	$ 50,000	$ -	$ 50,000
4715	Maint/Repair Unanticipated	$ 4,338	$ 5,562	$ -	$ -	$ -	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 3,564	$ 1,007	$ 1,000	$ 708	$ 1,416	$ 1,500	$ -	$ 1,500
4730	Vehicle Safety Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4825	Information Technology	$ -	$ -	$ 2,500	$ 782	$ 1,565	$ 2,500	$ -	$ 2,500
	Subtotal	**$ 81,007**	**$ 104,087**	**$ 92,974**	**$ 49,701**	**$ 79,458**	**$ 132,001**	**$ -**	**$ 132,001**
Supplies									
5300	Supplies	$ 5,781	$ 6,799	$ 6,000	$ 1,943	$ 3,887	$ 4,200	$ -	$ 4,200
5305	Supplies - Small Tools	$ 52	$ 1,205	$ 1,000	$ 49	$ 98	$ 1,000	$ -	$ 1,000
5400	Fuel/Lubricants	$ 2,094	$ 7,110	$ 8,000	$ 2,773	$ 5,546	$ 6,200	$ -	$ 6,200
5430	Chemicals (Alum, Polymer, Chlorine, HTH, LAS, Cooper S. Sodium P., Bentonite, Laboratory Chemicals)	$ 39,779	$ 52,199	$ 45,000	$ 19,826	$ 39,651	$ 45,000	$ -	$ 45,000
5500	COVID 19 Expenses	$ 143	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WATER PLANT ONE
Account 30-565

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5700	Winter Storms	$ 657	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 48,504**	**$ 67,313**	**$ 60,000**	**$ 24,591**	**$ 49,182**	**$ 56,400**	**$ -**	**$ 56,400**
Services									
6125	Testing Services Monthly Testing TCEQ Annual Testing	$ 9,785	$ 14,838	$ 12,000	$ 3,508	$ 7,016	$ 12,000	$ -	$ 12,000
6135	Contractual Services SCADA License Renewal Raw Water Inspections	$ 9,631	$ 14,677	$ 30,000	$ 11,528	$ 23,057	$ 25,000	$ -	$ 25,000
6425	LCRA Reservation Fee	$ -	$ -	$ -	$ -	$ -	$ 175,000	$ -	$ 175,000
6430	Bulk Water	$ 77,636	$ 101,671	$ 90,000	$ 41,162	$ 82,324	$ 70,000	$ -	$ 70,000
6500	Misc. Services GST 3rd Party Inspections	$ -		$ -	$ -	$ -	$ 4,000	$ -	$ 4,000
6540	Maintenance Agreement (LCRA) 900 MZH Annual Maintenance	$ 899	$ -	$ 480	$ -	$ -	$ 500	$ -	$ 500
6600	Disposal Services	$ 723	$ 1,530	$ 4,000	$ -	$ -	$ 2,000	$ -	$ 2,000
	Subtotal	**$ 98,674**	**$ 132,715**	**$ 136,480**	**$ 56,198**	**$ 112,397**	**$ 288,500**	**$ -**	**$ 288,500**

Fixed Assets

WATER PLANT ONE
Account 30-565

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9700	Fixed Assets	$ -	$ -	$ 105,000	$ -	$ 45,000		$ 60,000	$ -	$ 60,000
	(1) 5,000 Gallon Chemical Tanks - Carryover from 2022-2023 Budget						$ -			
9715	Construction Costs / WTP1 Barge	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ 41,500	$ 41,500
	3 Chemical Pumps @ $1,700 Each						$ 5,100			
	5 Turbidimeters @ $2,800 Each						$ 14,000			
	8 Turbidimeter Controllors @ $2,800 Each						$ 22,400			
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9750	WTP Expansion	$ -	$ -	$ 180,000	$ 12,399	$ 100,000		$ 65,000	$ -	$ 65,000
	Water Master Plan - Carryover from 2022-2023 Budget									
	Subtotal	**$ -**	**$ -**	**$ 285,000**	**$ 12,399**	**$ 145,000**		**$ 125,000**	**$ 41,500**	**$ 166,500**
	TOTAL	**$ 298,213**	**$ 449,353**	**$ 755,610**	**$ 189,246**	**$ 475,747**		**$ 802,740**	**$ 41,500**	**$ 844,240**

WATER PLANT THREE
Account 30-569

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustmen	$ (76)	$ 1,160	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 9	$ 252	$ 9	$ 9	$ 252	$ -	$ 252
1020	Social Security / Medicare (7.65%)	$ 4,162	$ 4,295	$ 4,690	$ 2,448	$ 4,896	$ 4,918	$ -	$ 4,918
1030	TMRS	$ 4,619	$ 4,754	$ 5,076	$ 2,731	$ 5,462	$ 5,837	$ -	$ 5,837
1050	Health, Dental, & Life Insurance	$ 13,048	$ 14,868	$ 16,222	$ 9,577	$ 19,154	$ 17,379	$ -	$ 17,379
1060	Health Reimbursement Account	$ 663	$ 664	$ 654	$ 326	$ 652	$ 654	$ -	$ 654
1070	Workers Compensation	$ 850	$ 1,307	$ 1,438	$ 887	$ 887	$ 976	$ -	$ 976
1145	Longevity	$ 381	$ 415	$ 450	$ 450	$ 450	$ 450	$ -	$ 450
1146	Rewards Program	$ 405	$ 405	$ 405	$ 405	$ 405	$ 405	$ -	$ 405
1147	Work Boot Allowance	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180	$ -	$ 180
1149	In Lieu Of	$ 69	$ 35	$ 69	$ 35	$ 35	$ 69	$ -	$ 69
1274	Overtime	$ 3,972	$ 3,822	$ 6,500	$ 4,158	$ 8,316	$ 6,500	$ -	$ 6,500
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WATER PLANT THREE
Account 30-569

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1555	Plant Superintendent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1560	Plant Operator	$ 51,017	$ 52,681	$ 52,867	$ 27,722	$ 55,444	$ 55,848	$ -	$ 55,848
1591	Standby Time	$ 675	$ 900	$ 900	$ 300	$ 600	$ 900	$ -	$ 900
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 80,217**	**$ 85,494**	**$ 89,703**	**$ 49,228**	**$ 96,490**	**$ 94,367**	**$ -**	**$ 94,367**
Operation & Maintenance									
4000	Liability & Property Insurance	$ 6,942	$ 7,949	$ 8,744	$ 6,796	$ 6,796	$ 9,618	$ -	$ 9,618
4110	Uniforms	$ 514	$ 2,349	$ 750	$ 48	$ 95	$ 500	$ -	$ 500
4200	Travel	$ -	$ 325	$ 700	$ -	$ -	$ 350	$ -	$ 350
4300	Training / Education	$ 350	$ 575	$ 1,000	$ -	$ -	$ 1,500	$ -	$ 1,500
4400	Dues Tier-2/Water System Fee TCEQ	$ 3,196	$ 1,250	$ 2,000	$ 5,232	$ 5,232	$ 6,000	$ -	$ 6,000
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone	$ 567	$ 637	$ 1,000	$ 338	$ 675	$ 750	$ -	$ 750
4650	Electricity	$ 70,777	$ 86,074	$ 105,000	$ 38,037	$ 76,074	$ 90,000	$ -	$ 90,000

WATER PLANT THREE
Account 30-569

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4700	Maintenance/Repairs Annual Lab Equipment Maint. Annual Chlorinator Maint. Cont. Annual Cathodic Maint Cont. Annual Pump Maint Cont. Pressure Tank Inspections Annual Meter Calibration Cont. Annual RPZ Calibration Cont. Annual ACT-PAK Calib. Cont. Fittings and Valves	$ 2,491	$ 17,080	$ 35,000	$ 3,857	$ 7,715	$ 50,000	$ -	$ 50,000
4715	Maint/Repair Unanticipated	$ 20,845	$ 10,314	$ -	$ 7,026	$ 7,026	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 1,147	$ 1,392	$ 2,000	$ 532	$ 1,065	$ 1,200	$ -	$ 1,200
4730	Vehicle Safety Equipment	$ 86	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4825	Information Technology	$ -	$ -	$ 1,500	$ -	$ -	$ 1,500	$ -	$ 1,500
	Subtotal	**$ 106,916**	**$ 127,944**	**$ 157,694**	**$ 61,866**	**$ 104,678**	**$ 161,418**	**$ -**	**$ 161,418**
Supplies									
5300	Supplies	$ 2,909	$ 3,962	$ 2,500	$ 1,695	$ 3,391	$ 3,000	$ -	$ 3,000
5305	Small Tools	$ -	$ -	$ -	$ -	$ -	$ 200	$ -	$ 200
5400	Fuel/Lubricants	$ 1,741	$ 5,848	$ 8,000	$ 1,233	$ 2,466	$ 2,600	$ -	$ 2,600
5430	Chemicals	$ 45,340	$ 41,948	$ 56,000	$ 39,293	$ 78,587	$ 65,000	$ -	$ 65,000

WATER PLANT THREE
Account 30-569

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	(Alum, Polymer, Chlorine, CCH, LAS Copper S., Sodium P., Laboratory Chemicals)								
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 6,520	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 56,510**	**$ 51,758**	**$ 66,500**	**$ 42,222**	**$ 84,444**	**$ 70,800**	**$ -**	**$ 70,800**
Services									
6125	Testing Services Monthly Testing/TCEQ Testing	$ 2,547	$ 10,157	$ 10,000	$ 2,300	$ 4,599	$ 10,000	$ -	$ 10,000
6135	Contractual Services MCS / Electrical - SCADA License Raw Water Screen Inspection/Zebra Mussels	$ 9,336	$ 21,038	$ 25,000	$ 17,695	$ 35,390	$ 27,500	$ -	$ 27,500
6425	LCRA Reservation Fee	$ -	$ -	$ -	$ -	$ -	$ 175,000	$ -	$ 175,000
6430	Bulk Water	$ 125,862	$ 153,783	$ 130,000	$ 57,237	$ 114,474	$ 85,000	$ -	$ 85,000
6500	Misc. Services LCRA Water Planning Group, Region K Miscellaneous Inspections	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -	$ 10,000
6540	Maintenance Agreement LCRA 900 MZH Annual Maintenance	$ -	$ -	$ 300	$ -	$ -	$ 300	$ -	$ 300
6600	Disposal Serivce	$ -	$ -	$ 3,000	$ -	$ -	$ 5,000	$ -	$ 5,000

WATER PLANT THREE
Account 30-569

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Subtotal	**$ 137,746**	**$ 184,979**	**$ 168,300**	**$ 77,232**	**$ 154,463**		**$ 312,800**	**$ -**	**$ 312,800**
Fixed Assets										
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ 25,000	$ 25,000
	(1) Backup Pump/Motor - Inventory						$ 25,000			
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 25,000**	**$ 25,000**
	TOTAL	**$ 381,388**	**$ 450,176**	**$ 482,196**	**$ 230,548**	**$ 440,075**		**$ 639,385**	**$ 25,000**	**$ 664,385**

SEWER SERVICES
Account 30-570

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustmer	$ (562)	$ 10,435	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,008	$ 36	$ 1,008	$ 27	$ 27	$ 2,016	$ -	$ 2,016
1020	Social Security / Medicare (7.65%)	$ 13,297	$ 13,966	$ 14,332	$ 7,801	$ 15,602	$ 29,342	$ -	$ 29,342
1030	TMRS	$ 14,398	$ 15,089	$ 15,512	$ 8,504	$ 17,008	$ 34,677	$ -	$ 34,677
1050	Health, Dental, & Life Insurance	$ 39,870	$ 48,373	$ 48,522	$ 27,518	$ 55,036	$ 112,689	$ -	$ 112,689
1060	Health Reimbursement Account	$ 2,653	$ 2,655	$ 2,616	$ 1,305	$ 2,610	$ 5,232	$ -	$ 5,232
1070	Workers Compensation	$ 3,401	$ 4,167	$ 4,584	$ 2,902	$ 2,902	$ 3,192	$ -	$ 3,192
1145	Longevity	$ 1,799	$ 1,869	$ 1,938	$ 1,938	$ 1,938	$ 2,595	$ -	$ 2,595
1146	Rewards Program	$ 1,620	$ 1,620	$ 1,620	$ 1,620	$ 1,620	$ 3,239	$ -	$ 3,239
1147	Work Boot Allowance	$ 720	$ 720	$ 720	$ 720	$ 720	$ 1,440	$ -	$ 1,440
1148	Cell Phone Stipend	$ 1,200	$ 1,200	$ 1,200	$ 600	$ 1,200	$ 1,200	$ -	$ 1,200
1149	In Lieu Of	$ 277	$ 138	$ 277	$ 138	$ 138	$ 554	$ -	$ 554
1274	Overtime	$ 4,854	$ 7,084	$ 8,000	$ 2,488	$ 4,976	$ 8,000	$ -	$ 8,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1540	Field Supervisor	$ -		$ -	$ -	$ -	$ 62,400	$ -	$ 62,400
1561	Crew Leader	$ 47,831	$ 49,787	$ 49,843	$ 41,831	$ 88,638	$ 45,760	$ -	$ 45,760
1570	Maintenance Personnel	$ 117,365	$ 122,335	$ 123,126	$ 53,828	$ 107,656	$ 258,024	$ -	$ 258,024

SEWER SERVICES
Account 30-570

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1591	Standby Time	$ 975	$ 750	$ 900	$ 375	$ 750	$ 900	$ -	$ 900
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 250,706**	**$ 280,225**	**$ 274,197**	**$ 151,594**	**$ 300,821**	**$ 571,261**	**$ -**	**$ 571,261**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Auto Physical Damage	$ 5,478	$ 7,906	$ 8,696	$ 2,268	$ 2,268	$ 9,566	$ -	$ 9,566
4110	Uniforms Delivery Fee Uniform Insurance Safety Shirts L/SS Sleeve Winter Coat Light Winter Coat Hardhats, Vests, Gloves, Rubber Boots, Safety Glasses	$ 4,545	$ 6,080	$ 5,000	$ 260	$ 7,000	$ 11,000	$ -	$ 11,000
4200	Travel Meals for school Miscellaneous	$ 1,095	$ 1,433	$ 2,000	$ -	$ 1,000	$ 2,000	$ -	$ 2,000
4300	Training / Education	$ 7,030	$ 5,141	$ 8,000	$ 495	$ 6,000	$ 6,000	$ -	$ 6,000
4570	Rental/Lease	$ -	$ -	$ -	$ 882	$ -	$ -	$ -	$ -
4600	Telephone Cell Phones	$ -	$ -	$ 500	$ -	$ 500	$ -	$ -	$ -
4650	Electricity	$ 2,325	$ 2,275	$ 4,500	$ 775	$ 3,500	$ 4,500	$ -	$ 4,500
4700	Maintenance/Repairs Manholes, Sewer Valves, Lift Station	$ 45,141	$ 38,462	$ 70,000	$ 24,488	$ 60,000	$ 70,000	$ -	$ 70,000

SEWER SERVICES
Account 30-570

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4715	Maint/ Repairs Unanticipated	$ 18,911	$ 26,009	$ -	$ -	$ -	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 44,736	$ 28,830	$ 40,000	$ 15,837	$ 35,000	$ 40,000	$ -	$ 40,000
4730	Vehicle Safety Equipment Truck Light Bars, Grill Guard, Headache Rack	$ 4,866	$ 2,948	$ 2,000	$ -	$ 2,000	$ 1,500	$ -	$ 1,500
4750	Miscellaneous Expense	$ 343	$ 442	$ 500	$ 209	$ 500	$ 500	$ -	$ 500
4758	Sewer Extension Expense	$ 426,212	$ 595,611	$ 600,000	$ 153,553	$ 350,000	$ 400,000	$ -	$ 400,000
4759	Rebate on Sewer Extension	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4761	Sewer System Improvements	$ 29,401	$ 2,498	$ 40,000	$ 8,697	$ 35,000	$ 40,000	$ -	$ 40,000
4825	Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 590,082**	**$ 717,636**	**$ 781,196**	**$ 207,463**	**$ 502,768**	**$ 585,066**	**$ -**	**$ 585,066**
Supplies									
5300	Supplies	$ 9,502	$ 3,908	$ 3,000	$ 534	$ 3,000	$ 3,000	$ -	$ 3,000
5305	Small tools Wrenches,pliers,screwdrivers, chain saw blades	$ 3,627	$ 2,476	$ 4,000	$ 2,253	$ 4,000	$ 4,000	$ -	$ 4,000
5400	Fuel/Lubricants	$ 14,697	$ 24,989	$ 25,000	$ 8,634	$ 24,000	$ 30,000	$ -	$ 30,000
5430	Chemicals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5500	COVID 19 Expenses	$ 304	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 28,130**	**$ 31,372**	**$ 32,000**	**$ 11,421**	**$ 31,000**	**$ 37,000**	**$ -**	**$ 37,000**

SEWER SERVICES
Account 30-570

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Services										
6130	Engineering & Planning Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6135	Contractual Services Rock Sawing Ex for moving	$ 13,381	$ 10,783	$ 7,000	$ 2,032	$ 7,000		$ 7,000	$ -	$ 7,000
6500	Miscellaneous Services	$ 2,048	$ -	$ 100	$ 5	$ 100		$ 100	$ -	$ 100
6540	Maintenance Agreements (LCRA) 900 MZH Annual Maintenance	$ 1,403	$ -	$ 3,000	$ -	$ 3,000		$ 1,600	$ -	$ 1,600
6545	Refund Sewer Tap Fee	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6640	Effluent Disposal Service	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 16,832**	**$ 10,783**	**$ 10,100**	**$ 2,037**	**$ 10,100**		**$ 8,700**	**$ -**	**$ 8,700**
Fixed Assets										
9720	Machinery & Equipment 2023 Vermeer Base Tractor, Rockwheel Rocksaw, & Trailer ($28,351) 50/50 Water & Sewer Services After Trade-In	$ -	$ -	$ 7,000	$ 6,945	$ -	$ 14,176	$ -	$ 14,176	$ 14,176
9760	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ 7,000**	**$ 6,945**	**$ -**		**$ -**	**$ 14,176**	**$ 14,176**
	TOTAL	**$ 885,751**	**$ 1,040,016**	**$ 1,104,493**	**$ 379,460**	**$ 844,689**		**$ 1,202,027**	**$ 14,176**	**$ 1,216,203**

WASTEWATER TREATMENT PLANT
Account 30-575

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary - Auditor Adjustmer	$ 217	$ 4,240	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 504	$ 18	$ 756	$ 18	$ 18	$ 756	$ -	$ 756
1020	Social Security / Medicare (7.65%)	$ 9,811	$ 9,955	$ 13,689	$ 5,815	$ 11,630	$ 14,705	$ -	$ 14,705
1030	TMRS	$ 10,968	$ 11,102	$ 14,816	$ 6,507	$ 13,014	$ 17,454	$ -	$ 17,454
1050	Health, Dental, & Life Insurance	$ 22,781	$ 28,560	$ 47,334	$ 16,173	$ 32,346	$ 48,045	$ -	$ 48,045
1060	Health Reimbursement Account	$ 1,327	$ 1,328	$ 1,968	$ 652	$ 1,304	$ 1,962	$ -	$ 1,962
1070	Workers Compensation	$ 2,363	$ 3,003	$ 3,303	$ 2,852	$ 21,852	$ 3,137	$ -	$ 3,137
1145	Longevity	$ 450	$ 519	$ 588	$ 588	$ 588	$ 727	$ -	$ 727
1146	Rewards Program	$ 810	$ 810	$ 810	$ 810	$ 810	$ 1,215	$ -	$ 1,215
1147	Work Boot Allowance	$ 360	$ 180	$ 540	$ 360	$ 360	$ 540	$ -	$ 540
1148	Cell Phone Stipend	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1149	In Lieu Of	$ 138	$ 69	$ 276	$ 69	$ 69	$ 208	$ -	$ 208
1274	Overtime	$ 8,716	$ 6,669	$ 6,000	$ 7,609	$ 15,218	$ 6,000	$ -	$ 6,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1555	Plant Superintendent	$ 79,867	$ 81,932	$ 83,226	$ 43,534	$ 87,068	$ 87,387	$ -	$ 87,387
1560	Plant Operator	$ 43,578	$ 45,618	$ 86,759	$ 25,920	$ 51,840	$ 95,160	$ -	$ 95,160
1591	Standby Time	$ 675	$ 675	$ 1,200	$ 300	$ 600	$ 1,200	$ -	$ 1,200

WASTEWATER TREATMENT PLANT
Account 30-575

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 182,564**	**$ 194,677**	**$ 261,266**	**$ 111,208**	**$ 236,717**	**$ 278,497**	**$ -**	**$ 278,497**
Operation & Maintenance									
4000	Liability & Property Insurance	$ 3,431	$ 4,322	$ 4,754	$ 3,885	$ 3,885	$ 5,230	$ -	$ 5,230
4110	Uniforms	$ 2,673	$ 2,374	$ 3,000	$ 1,551	$ 3,124	$ 3,000	$ -	$ 3,000
4200	Travel	$ -	$ 60	$ 500	$ 923	$ 1,385	$ 1,200	$ -	$ 1,200
4300	Training / Education	$ 551	$ 3,327	$ 3,400	$ 940	$ 1,581	$ 3,500	$ -	$ 3,500
4400	Misc Dues and Fees Annual TCEQ permit Water Quality Assessment Fee	$ 4,321	$ 640	$ 2,000	$ 200	$ 300	$ 1,000	$ -	$ 1,000
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone Cell Phones	$ 558	$ 629	$ 1,000	$ 314	$ 627	$ 1,000	$ -	$ 1,000
4650	Electricity	$ 69,446	$ 70,379	$ 75,000	$ 33,169	$ 65,041	$ 73,000	$ -	$ 73,000
4700	Maintenance/Repairs Annual Lab Equipment Maint. Annual Chlorinator Maint. Cont. Annual Pump Maint Cont. Annual Meter Calibration Cont. Annual RPZ Calibration Cont. Annual ACT-PAK Calib. Cont. Fittings & Valves Belt Press Repairs, Aertion Line Repairs	$ 19,556	$ 14,378	$ 20,000	$ 10,298	$ 17,319	$ 50,000	$ -	$ 50,000
4715	Maint/Repair Unanticipated	$ 5,016	$ 17,762	$ -	$ 10,319	$ 11,900	$ -	$ -	$ -

WASTEWATER TREATMENT PLANT
Account 30-575

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4725	Vehicle Maintenance & Repair	$ 3,551	$ 92	$ 500	$ 189	$ 307	$ 1,000	$ -	$ 1,000
4730	Vehicle Safety Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4825	Information Technology	$ 1,229	$ -	$ 5,500	$ -	$ -	$ 1,500	$ -	$ 1,500
	Subtotal	**$ 110,332**	**$ 113,964**	**$ 115,654**	**$ 61,787**	**$ 105,469**	**$ 140,430**	**$ -**	**$ 140,430**
Supplies									
5100	Books/Publications/Films	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5300	Supplies	$ 2,602	$ 2,427	$ 2,500	$ 2,711	$ 4,639	$ 4,000	$ -	$ 4,000
5305	Small Tools	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5400	Fuel/Lubricants	$ 1,534	$ 3,906	$ 5,000	$ 927	$ 2,029	$ 2,500	$ -	$ 2,500
5430	Chemicals (Polymer, Cholorine, Laboratory Chemicals)	$ 21,683	$ 33,808	$ 40,000	$ 14,624	$ 27,283	$ 40,000	$ -	$ 40,000
5500	COVID 19 Expenses	$ 143	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 455	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 26,416**	**$ 40,141**	**$ 47,500**	**$ 18,263**	**$ 33,951**	**$ 46,500**	**$ -**	**$ 46,500**
Services									
6125	Testing Services Annual Sour Test TCLP Test Monthly Testing	$ 13,371	$ 9,635	$ 14,500	$ 4,934	$ 9,310	$ 12,000	$ -	$ 12,000
6135	Contractual Services	$ 2,231	$ 6,528	$ 7,000	$ 2,999	$ 4,499	$ 5,000	$ -	$ 5,000
6500	Miscellaneous Services	$ -		$ -	$ -	$ -	$ 2,500	$ -	$ 2,500

WASTEWATER TREATMENT PLANT
Account 30-575

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
	Inspections / Calibrations								
6540	Maintenance Agreements SCADA license renewal	$ 239	$ -	$ 240	$ -	$ -	$ 250	$ -	$ 250
6600	Disposal Service Increased Solids Removal at Plant Due to Higher Volumes	$ 36,223	$ 57,056	$ 35,000	$ 23,613	$ 61,990	$ 70,000	$ -	$ 70,000
	Subtotal	**$ 52,064**	**$ 73,219**	**$ 56,740**	**$ 31,546**	**$ 75,799**	**$ 89,750**	**$ -**	**$ 89,750**
Fixed Assets									
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9760	Vehicles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 371,376**	**$ 422,000**	**$ 481,160**	**$ 222,804**	**$ 451,936**	**$ 555,176**	**$ -**	**$ 555,176**

EFFLUENT DISPOSAL
Account 30-577

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary - Auditor Adjustmen	$ (81)	$ 3,289	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 1,008	$ 27	$ 756	$ 27	$ 27	$ 756	$ -	$ 756
1020	Social Security / Medicare (7.65%)	$ 8,716	$ 9,407	$ 10,254	$ 6,152	$ 12,304	$ 11,375	$ -	$ 11,375
1030	TMRS	$ 9,443	$ 10,126	$ 11,099	$ 6,617	$ 13,234	$ 13,501	$ -	$ 13,501
1050	Health, Dental, & Life Insurance	$ 30,548	$ 33,798	$ 41,748	$ 11,972	$ 23,944	$ 42,239	$ -	$ 42,239
1060	Health Reimbursement Account	$ 1,823	$ 1,826	$ 1,962	$ 979	$ 1,958	$ 1,962	$ -	$ 1,962
1070	Workers Compensation	$ 236	$ 618	$ 679	$ 2,046	$ 2,046	$ 2,250	$ -	$ 2,250
1145	Longevity	$ 450	$ 484	$ 554	$ 796	$ 796	$ 692	$ -	$ 692
1146	Rewards Program	$ 1,215	$ 810	$ 1,215	$ 1,215	$ 1,215	$ 1,215	$ -	$ 1,215
1147	Work Boot Allowance	$ 540	$ 540	$ 530	$ 540	$ 540	$ 540	$ -	$ 540
1148	Cell Phone Stipend	$ 600	$ 600	$ 600	$ 300	$ 600	$ 600	$ -	$ 600
1149	In Lieu Of	$ 208	$ 104	$ 208	$ 104	$ 104	$ 208	$ -	$ 208
1274	Overtime	$ 6,127	$ 8,307	$ 8,000	$ 8,990	$ 17,980	$ 8,000	$ -	$ 8,000
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Inceases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1560	Effluent Disposal Operator	$ 41,538	$ 42,997	$ 43,046	$ 25,875	$ 51,750	$ 52,312	$ -	$ 52,312
1561	Effluent Disposal Crew Leader	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EFFLUENT DISPOSAL
Account 30-577

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1570	Effluent Disposal Laborers	$ 63,502	$ 68,947	$ 78,888	$ 41,811	$ 83,622	$ 84,136	$ -	$ 84,136
1591	Standby Time	$ 1,575	$ 1,725	$ 1,200	$ 900	$ 1,800	$ 1,200	$ -	$ 1,200
1600	Merit Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 167,447**	**$ 183,606**	**$ 200,737**	**$ 108,324**	**$ 211,920**	**$ 220,986**	**$ -**	**$ 220,986**
Operation & Maintenance									
4000	Liability / Property Insurance	$ 2,452	$ 2,953	$ 3,249	$ 673	$ 673	$ 3,574	$ -	$ 3,574
4110	Uniforms	$ 1,351	$ 456	$ 2,000	$ 48	$ 416	$ 800	$ -	$ 800
4200	Travel	$ 3	$ -	$ 500	$ 129	$ 459	$ 500	$ -	$ 500
4300	Training / Education	$ 425	$ -	$ 3,600	$ -	$ 572	$ 800	$ -	$ 800
4570	Rental / Lease	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
4600	Telephone Cell Phones	$ 464	$ 578	$ 600	$ 430	$ 858	$ 900	$ -	$ 900
4650	Electricity Pond 17 Pump Station Cedar Breaks Pump Station	$ 30,821	$ 37,797	$ 41,000	$ 17,069	$ 34,208	$ 38,000	$ -	$ 38,000
4700	Maintenance/Repairs Routine Maintenance Annual Chlorinator Maint. Cont. Mis. Leak & Elect. Repairs Annual Pump Maint C/B & Pond 17 Annual Meter Calibration C/B & P-17 Annual RPZ Calibration Repair & Paint Pump Building Cedar Breaks Control Panels Repair	$ 1,258	$ 19,965	$ 18,000	$ 2,927	$ 7,159	$ 85,000	$ -	$ 85,000

EFFLUENT DISPOSAL
Account 30-577

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
4705	Irrigation Maintenance & Repairs	$ 124	$ 100	$ -	$ -	$ -	$ -	$ -	$ -
4715	Maint/ Repairs Unanticipated	$ 947	$ 2,415	$ -	$ -	$ -	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 2,511	$ 1,632	$ 3,000	$ 1,974	$ 2,961	$ 3,000	$ -	$ 3,000
4730	Vehicle Safety Equipment	$ -	$ 3,564	$ 500	$ -	$ -	$ 500	$ -	$ 500
4750	Miscellaneous Expenses	$ 68	$ 278	$ 500	$ 83	$ 125	$ 500	$ -	$ 500
4825	Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 40,422**	**$ 69,739**	**$ 72,949**	**$ 23,333**	**$ 47,431**	**$ 134,574**	**$ -**	**$ 134,574**
Supplies									
5300	Supplies	$ 4,259	$ 7,937	$ 10,000	$ 1,223	$ 1,886	$ 5,000	$ -	$ 5,000
5305	Supplies - Small Tools	$ -	$ -	$ 300	$ 85	$ 128	$ 300	$ -	$ 300
5400	Fuel/Lubricants	$ 3,723	$ 8,230	$ 12,000	$ 3,736	$ 8,152	$ 8,500	$ -	$ 8,500
5430	Chemicals Chlorine Cylinders C/B & Pond 17 (25 cyl.) LV Effluent Disposal System Roundup, Weed Control, Fire Ant Control	$ 3,364	$ 7,095	$ 7,000	$ 381	$ 1,637	$ 5,000	$ -	$ 5,000
5450	Other Materials & Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 6,910	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 18,256**	**$ 23,262**	**$ 29,300**	**$ 5,426**	**$ 11,803**	**$ 18,800**	**$ -**	**$ 18,800**

EFFLUENT DISPOSAL
Account 30-577

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Services										
6125	Testing Services Soil Analysis Lago, Bar-K, CB	$ -	$ 599	$ 4,000	$ -	$ -		$ 4,000	$ -	$ 4,000
6135	Contractual Services MCS / Electrical SCADA License Renewal	$ 100	$ 2,640	$ 8,000	$ 1,473	$ 2,209		$ 5,000	$ -	$ 5,000
6430	Bulk Water	$ 249	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6500	Miscellaneous Services Cedar Breaks Irrigation Line Inspection & Analysis	$ -	$ -	$ -	$ -	$ -	$12,000	$ -	$ 12,000	$ 12,000
	Subtotal	**$ 349**	**$ 3,239**	**$ 12,000**	**$ 1,473**	**$ 2,209**		**$ 9,000**	**$ 12,000**	**$ 21,000**
Fixed Assets										
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9730	Office Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
9760	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
	TOTAL	**$ 226,474**	**$ 279,846**	**$ 314,986**	**$ 138,555**	**$ 273,363**		**$ 383,359**	**$ 12,000**	**$ 395,359**

BOOSTER PUMP STATIONS
Account 30-582

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustmer	$ (138)	$ (37)	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ 252	$ 9	$ 126	$ 8	$ 8	$ 126	$ -	$ 126
1020	Social Security / Medicare (7.65%)	$ 1,449	$ 1,615	$ 1,782	$ 673	$ 1,346	$ 1,708	$ -	$ 1,708
1030	TMRS	$ 1,548	$ 1,723	$ 1,929	$ 726	$ 1,452	$ 2,027	$ -	$ 2,027
1050	Health, Dental, & Life Insurance	$ 4,357	$ 5,243	$ 5,259	$ 3,451	$ 6,902	$ 5,415	$ -	$ 5,415
1060	Health Reimbursement Account	$ 332	$ 357	$ 327	$ 163	$ 326	$ 327	$ -	$ 327
1070	Workers Compensation	$ 39	$ 221	$ 243	$ 349	$ 349	$ 349	$ -	$ 349
1145	Longevity	$ 18	$ 69	$ 52	$ 52	$ 52	$ 121	$ -	$ 121
1146	Rewards Program	$ 202	$ 202	$ 202	$ 202	$ 202	$ 202	$ -	$ 202
1147	Work Boot Allowance	$ 180	$ 90	$ 90	$ 180	$ 180	$ 90	$ -	$ 90
1148	Cell Phone Stipend	$ -	$ 415	$ 300	$ 277	$ 554	$ 300	$ -	$ 300
1149	In Lieu Of	$ 35	$ 17	$ 35	$ 17	$ 17	$ 35	$ -	$ 35
1274	Overtime	$ 1,858	$ 1,160	$ 1,400	$ 9	$ 18	$ 1,400	$ -	$ 1,400
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1560	Plant Operator	$ 16,289	$ 18,908	$ 20,800	$ 8,091	$ -	$ 19,760	$ -	$ 19,760
1591	Standby Time	$ 413	$ 225	$ 450	$ -	$ -	$ 450	$ -	$ 450

BOOSTER PUMP STATIONS
Account 30-582

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
1600	Merit Increase	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 26,834**	**$ 30,217**	**$ 32,995**	**$ 14,199**	**$ 11,406**	**$ 32,309**	**$ -**	**$ 32,309**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Auto Physical Damage	$ 5,779	$ 6,591	$ 7,250	$ 5,152	$ 5,152	$ 7,975	$ -	$ 7,975
4110	Uniforms	$ 77	$ 66	$ 400	$ 48	$ 416	$ 500	$ -	$ 500
4200	Travel	$ -	$ -	$ 150	$ -	$ -	$ 200	$ -	$ 200
4300	Training / Education	$ 82	$ 520	$ 500	$ -	$ -	$ 800	$ -	$ 800
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
4650	Electricity	$ 29,970	$ 34,472	$ 35,000	$ 16,402	$ 31,868	$ 35,000	$ -	$ 35,000
4700	Maintenance/Repairs	$ 13,081	$ 20,058	$ 25,000	$ 1,449	$ 20,000	$ 35,000	$ -	$ 35,000
4715	Maint/ Repairs Unanticipated	$ 8,194	$ 9,983	$ -	$ -	$ -	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 32	$ 45	$ 250	$ 41	$ 177	$ 500	$ -	$ 500
4730	Vehicle Safety Equipment	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expense	$ 138	$ 105	$ 500	$ 133	$ 199	$ 1,000	$ -	$ 1,000
4825	Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 57,352**	**$ 71,840**	**$ 69,450**	**$ 23,224**	**$ 57,812**	**$ 80,975**	**$ -**	**$ 80,975**
Supplies									

BOOSTER PUMP STATIONS
Account 30-582

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
5300	Supplies	$ 256	$ 553	$ 500	$ 66	$ 143		$ 500	$ -	$ 500
5305	Small tools	$ 20	$ -	$ -	$ -	$ -		$ 150	$ -	$ 150
5400	Fuel/Lubricants	$ 1,916	$ 3,713	$ 4,000	$ 25	$ 37		$ 3,000	$ -	$ 3,000
5430	Chemicals	$ 1,633	$ 430	$ 1,800	$ 60	$ 296		$ 1,000	$ -	$ 1,000
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
5700	Winter Storms	$ 3,632	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 7,456**	**$ 4,696**	**$ 6,300**	**$ 151**	**$ 476**		**$ 4,650**	**$ -**	**$ 4,650**
Services										
6130	Engineering & Planning Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
6135	Contractual Services	$ 4,608	$ 2,950	$ 3,000	$ 2,445	$ 3,668		$ 3,500	$ -	$ 3,500
6500	Miscellaneous Services	$ 900	$ -	$ 2,000	$ -	$ -		$ 14,200	$ -	$ 14,200
	Annual Cathodic Protection Inspection						$ 2,000			
	Lohman GST Inspection						$ 2,000			
	Paseo GST Inspection						$ 2,000			
	Allegience GST Inspection						$ 2,000			
	Bronco GST Inspection						$ 2,000			
	Talon GST Inspection						$ 2,000			
	Butler Standpipe						$ 2,200			
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Subtotal	**$ 5,508**	**$ 2,950**	**$ 5,000**	**$ 2,445**	**$ 3,668**		**$ 17,700**	**$ -**	**$ 17,700**
Fixed Assets										
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ 30,000	$ 30,000
	Paseo GST Backup Pump/Motor - Inventory						$ 30,000			

BOOSTER PUMP STATIONS
Account 30-582

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9760	Vehicles	$ -	$ -	$ 45,000	$ 44,470	$ 44,470		$ -	$ -	$ -
	2023 Chevy 1500						$ -			
	Subtotal	**$ -**	**$ -**	**$ 45,000**	**$ 44,470**	**$ 44,470**		**$ -**	**$ 30,000**	**$ 30,000**
	TOTAL	**$ 97,150**	**$ 109,704**	**$ 158,744**	**$ 84,489**	**$ 117,832**		**$ 135,634**	**$ 30,000**	**$ 165,634**

LIFT STATIONS
Account 30-584

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplementa Budget 2023-2024	Total Budget 2023-2024
Personnel & Benefits									
1000	Accrued Salary (Auditor Adjustment)	$ -	$ 812	$ -	$ -	$ -	$ -	$ -	$ -
1010	State Unemployment Tax (TWC) (First $9,000. ea emp @ 2.8%)	$ -	$ -	$ 126	$ -	$ -	$ 126	$ -	$ 126
1020	Social Security / Medicare (7.65%)	$ 1,435	$ 1,574	$ 1,782	$ 639	$ 1,278	$ 1,708	$ -	$ 1,708
1030	TMRS	$ 1,533	$ 1,680	$ 1,929	$ 688	$ 1,376	$ 2,027	$ -	$ 2,027
1050	Health, Dental, & Life Insurance	$ 4,357	$ 5,243	$ 5,259	$ 3,451	$ 6,902	$ 5,415	$ -	$ 5,415
1060	Health Reimbursement Account	$ 332	$ 307	$ 327	$ 163	$ 326	$ 327	$ -	$ 327
1070	Workers Compensation	$ 39	$ 221	$ 243	$ 349	$ 349	$ 349	$ -	$ 349
1145	Longevity	$ 17	$ -	$ 52	$ 52	$ 52	$ 121	$ -	$ 121
1146	Rewards Program	$ 202	$ 202	$ 202	$ 202	$ 202	$ 202	$ -	$ 202
1147	Work Boot Allowance	$ -	$ 90	$ 90	$ -	$ -	$ 90	$ -	$ 90
1148	Cell Phone Stipend	$ -	$ 115	$ 300	$ -	$ -	$ 300	$ -	$ 300
1149	In Lieu Of	$ 35	$ 17	$ 35	$ 17	$ 17	$ 35	$ -	$ 35
1274	Overtime	$ 1,858	$ 1,160	$ 1,400	$ 9	$ 18	$ 1,400	$ -	$ 1,400
1405	COLA Pay Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1500	Pay Plan Increases	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1560	Plant Operator Jeremy Twitchell - 50%	$ 16,290	$ 18,908	$ 20,800	$ 8,091	$ 16,182	$ 19,760	$ -	$ 19,760

LIFT STATIONS
Account 30-584

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplementa Budget 2023-2024	Total Budget 2023-2024
1591	Standby Time	$ 413	$ 225	$ 450	$ -	$ 450	$ 450	$ -	$ 450
1600	Merit Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 26,511**	**$ 30,554**	**$ 32,995**	**$ 13,662**	**$ 27,152**	**$ 32,309**	**$ -**	**$ 32,309**
Operation & Maintenance									
4000	Liability/Property Insurance Vehicle Liability/Auto Physical Damage	$ 1,196	$ 1,398	$ 1,538	$ 618	$ 618	$ 1,692	$ -	$ 1,692
4110	Uniforms	$ 397	$ 86	$ 590	$ 48	$ 95	$ 1,000	$ -	$ 1,000
4200	Travel	$ -	$ -	$ 500	$ -	$ -	$ 500	$ -	$ 500
4300	Training / Education	$ 407	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -	$ 1,000
4570	Rental/Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4600	Telephone	$ 256	$ 289	$ 300	$ 144	$ 289	$ 325	$ -	$ 325
4650	Electricity	$ 26,281	$ 30,016	$ 36,000	$ 14,375	$ 28,750	$ 34,000	$ -	$ 34,000
4700	Maintenance/Repairs Lift Station Scada Maintenance	$ 24,003	$ 94,218	$ 120,000	$ 55,319	$ 110,638	$ 120,000	$ -	$ 120,000
4715	Maint/ Repairs Unanticipated	$ 54,212	$ 68,663	$ -	$ 5,102	$ 5,102	$ -	$ -	$ -
4725	Vehicle Maintenance & Repair	$ 32	$ 560	$ 500	$ -	$ -	$ 1,200	$ -	$ 1,200
4730	Vehicle Safety Equipment	$ 95	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750	Miscellaneous Expense	$ 16	$ 33	$ 350	$ 28	$ 56	$ 350	$ -	$ 350

LIFT STATIONS
Account 30-584

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplementa Budget 2023-2024	Total Budget 2023-2024
4825	Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 106,896**	**$ 195,263**	**$ 160,778**	**$ 75,634**	**$ 145,548**	**$ 160,067**	**$ -**	**$ 160,067**
Supplies									
5300	Supplies	$ 1,138	$ 792	$ 1,000	$ 694	$ 1,387	$ 1,500	$ -	$ 1,500
5305	Small tools	$ 74	$ 33	$ 150	$ 475	$ 950	$ 750	$ -	$ 750
5400	Fuel/Lubricants	$ 3,543	$ 6,264	$ 3,800	$ 25	$ 49	$ 3,000	$ -	$ 3,000
5430	Chemicals	$ 12,119	$ 15,689	$ 10,000	$ 5,948	$ 20,000	$ 20,000	$ -	$ 20,000
5500	COVID 19 Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5700	Winter Storms	$ 3,127	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 20,002**	**$ 22,778**	**$ 14,950**	**$ 7,141**	**$ 22,386**	**$ 25,250**	**$ -**	**$ 25,250**
Services									
6130	Engineering & Planning Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6135	Contractual Services	$ 10,223	$ 68,896	$ 37,000	$ 4,596	$ 9,193	$ 30,000	$ -	$ 30,000
6500	Miscellaneous Services Lift station cleanings	$ 26	$ -	$ 10,000	$ 2,588	$ 5,175	$ 8,000	$ -	$ 8,000
6540	Maintenance Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	**$ 10,249**	**$ 68,896**	**$ 47,000**	**$ 7,184**	**$ 14,368**	**$ 38,000**	**$ -**	**$ 38,000**
Fixed Assets									

LIFT STATIONS
Account 30-584

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023		Base Budget 2023-2024	Supplementa Budget 2023-2024	Total Budget 2023-2024
9000	Lift Station Improvements	$ -	$ -	$ -	$ -	$ -		$ -	$ 1,164,400	$ 1,164,400
	Bar-K Lift Station Rehab						$ 75,000			
	Lower Boone Lift Station Rehab						$ 97,100			
	MacArthur Lift Station Rehab						$ 90,000			
	Santa Carlo Lift Station Rehab						$ 97,500			
	The Inn Lift Station Rehab						$ 242,100			
	Turner Lift Station Rehab						$ 562,700			
9720	Machinery & Equipment	$ -	$ -	$ -	$ -	$ -		$ -	$ 75,000	$ 75,000
	(3) Pumps @ $25,000 Each						$ 75,000			
9760	Vehicles	$ -	$ -	$ -	$ -	$ -		$ -	$ 195,000	$ 195,000
	Crane Truck to Pull Pumps - $10,000 Added to Quote for Cost Escalation						$ 195,000			
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 1,434,400**	**$ 1,434,400**
	TOTAL	**$ 163,658**	**$ 317,491**	**$ 255,723**	**$ 103,621**	**$ 209,454**		**$ 255,626**	**$ 1,434,400**	**$ 1,690,026**

UTILITY FUND TO OTHER FUND TRANSFERS
Account 30-586

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
9768	Transfer Utility Fund to CIP	$ 2,639,167	$ 217,000	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		**$ 2,639,167**	**$ 217,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

HOTEL OCCUPANCY TAX FUND
Fund 11

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimate 2022-2023		Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues										
411-1230	Hotel Occupancy Tax	$ 208,938	$ 236,652	$ 303,576	$ 113,099	$ 202,002		$ 286,878	$ -	$ 286,878
411-1410	Bed Tax Interest Income	$ 586	$ 6,353	$ 5,870	$ 19,480	$ 33,632		$ 43,119	$ -	$ 43,119
411-1810	Other Revenue	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
411-9100	Transfer from Bed Tax Reserves	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
411-9770	Transfers - Due To/From	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Total Revenue	**$ 209,524**	**$ 243,004**	**$ 309,445**	**$ 132,578**	**$ 235,635**		**$ 329,997**	**$ -**	**$ 329,997**
Expenditures										
511-5100	Books, Publications, Films	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
511-6100	Professional Services	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
511-8610	Chamber of Commerce	$ 48,000	$ 48,000	$ 48,000	$ -	$ 48,000		$ 48,000	$ -	$ 48,000
511-8620	Tourism Promotion	$ -	$ 35,593	$ 130,000	$ 34,600	$ 151,000		$ 96,000	$ -	$ 96,000
	Song Bird Festival $6,000						$ 6,000			
	Electronic Information Sign						$ 60,000			
	Lago Fest $30,000						$ 30,000			
511-9750	Transfer to General Fund	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
	Total Expense	**$ 48,000**	**$ 83,593**	**$ 178,000**	**$ 34,600**	**$ 199,000**		**$ 144,000**	**$ -**	**$ 144,000**
	Net Total	**$ 161,524**	**$ 159,412**	**$ 131,445**	**$ 97,978**	**$ 36,635**		**$ 185,997**	**$ -**	**$ 185,997**

IMPACT FEE FUND
Fund 42

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues									
450-1410	Interest on Investment	$ 6,193	$ 78,201	$ 55,000	$ 154,795	$ 306,094	$ 360,631	$ -	$ 360,631
460-4350	Water Impact Fees	$ 1,132,230	$ 1,255,284	$ 1,507,391	$ 385,928	$ 690,518	$ 706,406	$ -	$ 706,406
470-4350	Wastewater Impact Fees	$ 883,725	$ 968,325	$ 1,117,937	$ 337,720	$ 623,340	$ 616,940	$ -	$ 616,940
460-9100	Water Impact Fee Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470-9100	Wastewater Impact Fee Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Revenue	**$ 2,022,148**	**$ 2,301,810**	**$ 2,680,327**	**$ 878,443**	**$ 1,619,952**	**$ 1,683,977**	**$ -**	**$ 1,683,977**
Expenditures									
42-560-5000	Trans Water Impact Fee/CIP	$ 50,000	$ 1,686,500	$ -	$ -	$ -	$ -	$ -	$ -
42-560-5025	Trans Water Impact Fee Int	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42-570-5100	Trans WasteWater Impact Fee Int	$ 50,000	$ 9,500	$ -	$ -	$ -	$ -	$ -	$ -
42-570-5125	Trans WasteWater Impact Fee Int	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42-510-6500	Transfer to Debt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42-560-4765	Rebate-LVISD Water Tank	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ -	$ 80,000
42-560-6545	Water Impact Fee Refund	$ -	$ 531,663	$ -	$ -	$ -	$ -	$ -	$ -
42-570-6545	Sewer Impact Fee Refund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-560-6545	Water Impact Fee Refund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-570-6130	Engineering Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

IMPACT FEE FUND
Fund 42

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
30-570-6500	Misc Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-570-6545	Sewer Impact Fee Refund	$ -	$ 568,158	$ -	$ -	$ -	$ -	$ -	$ -
	Total Expense	**$ 180,000**	**$ 2,875,820**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ -**	**$ 80,000**
	Net Total	**$ 1,842,148**	**$ (574,010)**	**$ 2,600,327**	**$ 798,443**	**$ 1,539,952**	**$ 1,603,977**	**$ -**	**$ 1,603,977**

PARK FUND
Fund 43

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimates 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenues									
460-1410	Investment Intrest	$ 603	$ 5,088	$ 2,243	$ 14,006	$ 31,356	$ 31,356	$ -	$ 31,356
460-4350	Park Land Revenue	$ 39,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-9000	Transfer/Reserves	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460-9700	Transfers - Due to Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Revenue	**$ 40,503**	**$ 5,088**	**$ 2,243**	**$ 14,006**	**$ 31,356**	**$ 31,356**	**$ -**	**$ 31,356**
Expenditures									
560-4750	Misc Expense	$ -	$ -	$ -	$ 3,150	$ 3,150	$ -	$ -	$ -
560-6500	Misc Sevices	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
560-9500	Park Fund Transfer to CIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Expense	**$ -**	**$ -**	**$ -**	**$ 3,150**	**$ 3,150**	**$ -**	**$ -**	**$ -**
	Net Total	**$ 40,503**	**$ 5,088**	**$ 2,243**	**$ 10,856**	**$ 28,206**	**$ 31,356**	**$ -**	**$ 31,356**

DEBT SERVICE REVENUE/EXPENDITURES
Fund 50

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimate 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
Revenue									
485-1110	Ad Valorem Taxes	$ 2,745,182	$ 2,675,754	$ 2,679,358	$ 2,713,053	$ 2,730,826	$ 2,676,372	$ -	$ 2,676,372
480-1410	Accumulated Interest	$ 718	$ 5,903	$ 3,351	$ 19,308	$ 40,000	$ 46,695	$ -	$ 46,695
	Transfer from Debt Service Intere	$ -	$ -	$ 4,649	$ -	$ -	$ -	$ -	$ -
485-1111	Ad Valorem Penalties & Interest	$ 55,328	$ 20,178	$ -	$ -	$ -	$ -	$ -	$ -
485-1500	Bond Funding Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480-9108	Transfer from Golf Course Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480-9109	Impact Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Water Impact Fees								
	Wastewater Impact Fees								
	TOTAL REVENUE	**$ 2,801,228**	**$ 2,701,835**	**$ 2,687,358**	**$ 2,732,360**	**$ 2,770,826**	**$ 2,723,067**	**$ -**	**$ 2,723,067**
Expenses									
585-4575	Bank Charges	$ 2,590	$ 2,650	$ 8,000	$ 2,000	$ 5,000	$ 8,000	$ -	$ 8,000
585-7911	Refunding Bond Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
585-7916	Premium	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
585-8505	Bond Issue Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
585-8949	Payment To Escrow Agent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
585-9900	Payment to Escrow Agent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DEBT SERVICE REVENUE/EXPENDITURES
Fund 50

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimate 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
585-9770	Transfers - Due to Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Principal Payments									
585-9814	2006 Certificate of Obligation	$ 365,000	$ 380,000	$ 395,000	$ 395,000	$ 395,000	$ 415,000	$ -	$ 415,000
585-9816	2008 Certificate of Obligation	$ 106,000	$ 111,000	$ 115,000	$ 115,000	$ 115,000	$ 119,000	$ -	$ 119,000
585-9822	2011 Refunding General Bond	$ 595,000	$ 450,000	$ 465,000	$ 465,000	$ 465,000	$ -	$ -	$ -
585-9824	2014 Certificate of Obligation	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 110,000	$ -	$ 110,000
585-9826	2015 Refunding General Bond	$ 100,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 440,000	$ -	$ 440,000
585-9832	2016A Refunding Tax Note	$ 20,000	$ 100,000	$ 105,000	$ 105,000	$ 105,000	$ 100,000	$ -	$ 100,000
585-9834	2016B Refunding Tax Note	$ 35,000	$ 175,000	$ 180,000	$ 180,000	$ 180,000	$ 195,000	$ -	$ 195,000
585-9836	2017 Certificate of Obligation	$ 240,000	$ 245,000	$ 255,000	$ 255,000	$ 255,000	$ 260,000	$ -	$ 260,000
Interest Payments									
585-9815	2006 Certificate of Obligation	$ 113,059	$ 97,675	$ 81,671	$ 44,914	$ 81,671	$ 64,944	$ -	$ 64,944
585-9817	2008 Certificate of Obligation	$ 35,759	$ 31,560	$ 27,187	$ 14,706	$ 27,187	$ 22,659	$ -	$ 22,659
585-9823	2011 Refunding General Bond	$ 36,375	$ 20,700	$ 6,975	$ 6,975	$ 6,975	$ -	$ -	$ -
585-9825	2014 Certificate of Obligation	$ 303,175	$ 302,275	$ 301,375	$ 150,913	$ 301,375	$ 299,275	$ -	$ 299,275

DEBT SERVICE REVENUE/EXPENDITURES
Fund 50

Account Number	Account Name	Yr End Actual 09/30/21	Yr End Actual 09/30/22	Adopted Budget 2022-2023	YTD Totals 3/31/2023 2022-2023	Year End Estimate 2022-2023	Base Budget 2023-2024	Supplemental Budget 2023-2024	Total Budget 2023-2024
585-9827	2015 Refunding General Bond	$ 266,600	$ 263,800	$ 262,200	$ 131,500	$ 262,200	$ 252,600	$ -	$ 252,600
585-9833	2016A Refunding Tax Note	$ 64,950	$ 63,250	$ 60,175	$ 30,875	$ 60,175	$ 57,100	$ -	$ 57,100
585-9835	2016B Refunding Tax Note	$ 124,256	$ 122,007	$ 117,913	$ 60,050	$ 117,913	$ 112,956	$ -	$ 112,956
585-9837	2017 Certificate of Obligation	$ 251,637	$ 244,363	$ 236,863	$ 120,344	$ 236,863	$ 227,838	$ -	$ 227,838
	TOTAL EXPENSE	**$ 2,689,400**	**$ 2,679,279**	**$ 2,687,358**	**$ 2,147,276**	**$ 2,684,359**	**$ 2,684,372**	**$ -**	**$ 2,684,372**
	NET TOTAL	**$ 111,827**	**$ 22,557**	**$ -**	**$ 585,085**	**$ 86,467**	**$ 38,695**	**$ -**	**$ 38,695**

CITY OF LAGO VISTA
CONSOLIDATED SCHEDULE OF BOND MATURITIES

FY ENDING	2005 GO	2006 CO	2008 CO	2009 GO	2011 GO	2014 CO	2015 GO	2015 $2.2 M TAX NOTE	2015 $3.7 M TAX NOTE	2016A REFUNDING	2016B REFUNDING	2017 CO	TOTAL
9/30/2024		479,944.25	141,658.85			409,275.00	692,600.00			157,100.00	307,956.26	487,837.50	2,676,371.86
9/30/2025		482,391.75	141,956.80			405,425.00	694,600.00			154,100.00	307,297.26	487,237.50	2,673,008.31
9/30/2026		484,013.25	142,061.25			405,925.00	690,900.00			151,100.00	306,393.76	491,137.50	2,671,530.76
9/30/2027		484,808.75	141,972.20			406,225.00	691,500.00			147,600.00	315,036.26	489,537.50	2,676,679.71
9/30/2028			141,689.65			1,018,825.00	563,900.00			143,600.00	318,081.26	405,337.50	2,591,433.41
9/30/2029						1,018,225.00	705,300.00			144,500.00	320,582.26	408,587.50	2,597,194.76
9/30/2030						1,016,425.00	708,000.00			140,300.00	327,435.76	406,612.50	2,598,773.26
9/30/2031						1,023,225.00	699,900.00			131,200.00	333,533.26	409,412.50	2,597,270.76
9/30/2032						1,023,525.00	701,000.00			127,200.00	338,561.18	411,593.75	2,601,879.93
9/30/2033						1,027,325.00	696,200.00			123,200.00	337,718.08	408,225.00	2,592,668.08
9/30/2034						1,029,525.00	695,500.00			129,000.00	336,501.08	409,612.50	2,600,138.58
9/30/2035						1,027,612.50	698,700.00			129,500.00	330,003.65	405,756.25	2,591,572.40
9/30/2036										159,200.00	195,749.63	411,212.50	766,162.13
9/30/2037										158,100.00	198,645.53	405,975.00	762,720.53
9/30/2038												331,500.00	331,500.00
9/30/2039												332,687.50	332,687.50
9/30/2040												333,500.00	333,500.00
9/30/2041												329,031.25	329,031.25
9/30/2042												329,281.25	329,281.25
9/30/2043												329,156.25	329,156.25
9/30/2044												333,200.00	333,200.00
9/30/2045												331,400.00	331,400.00
9/30/2046												329,200.00	329,200.00
9/30/2047												331,500.00	331,500.00
	0.00	1,931,158.00	709,338.75	0.00	0.00	9,811,537.50	8,238,100.00	0.00	0.00	1,995,700.00	4,273,495.23	9,348,531.25	36,307,860.73
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	

(1) Refunded the 2005 GO with the 2015 Bond Series
(2) Utility Improvements. Airport CIP
(3) Police Building. Traffic Signal. Utilities Improvements
(4) Refunding of 1999 Debt Issues
(5) Refunding of CO 2003 and 2010 Tax Notes
(6) 2014 CO - Build WTP #3
(7) 2015 CO - Refunded the 2005 Bond Series
(8) 2015 $2.2 Million Tax Note
(9) 2015 $3.7 Million Tax Note
(10) 2016A Refunded the 2015 Tax Note - Tax Exempt
(11) 2016B Refunded the 2015 Tax Note - Taxable Note
(12) 2017 CO - Multiple CIP Projects

FY 2024-28 CAPITAL IMPROVEMENT PLAN
PROJECTS AND FUNDING SOURCE SUMMARY

Project Number	Project Description	23-24	24-25	25-26	26-27	27-28	FY 24-28 CIP Total
GENERAL GOVERNMENT							
G-1	PW Operations	-	150,000	1,525,000	-	-	1,675,000
G-2	Pave Airport Runway & Taxiways	-		-	-	-	-
G-3	Paved Aircraft Parking	-	-	-	-	-	-
G-4	Police Department Expansion	-	-	-	-	-	-
G-5	Airport T-Hangars	-	-	-	-	-	-
G-6	Airport Lounge/Restaurant	-	-	-	-	-	-
	Golf Course Safety Items	300,000					
	TOTAL GENERAL GOVERNMENT	**300,000**	**150,000**	**1,525,000**	**-**	**-**	**1,675,000**
PARKS							
PK-1	Sunset Park East Driveway Entrance	375,000	-	-	-	-	375,000
PK-4	LVGC Parking Lot Renovation	-		-	-	-	-
PK-5	LVGC Irrigation System Replacement	-		-	-	-	-
PK-6	Recreation Center	-	-	-	-	-	-
PK-7	Solid Waste Collection Center	-		-	-	-	-
PK-8	Sunset Park Driveway	-		-	-	-	-
PK-10	LVGC Greens Renovation PH-2	-		-	-	-	
PK-11	Trail to Sunset Park	-				-	
PK-12	Trail to Bar-K Park	-				-	
	Pool Repairs	300,000					
	TOTAL PARKS	**675,000**	**-**	**-**	**-**	**-**	**375,000**
STREETS							
ST-1	Street Rehab	4,000,000	4,000,000	4,000,000	-	-	12,000,000
ST-5	Street Sign Replacement			-		-	-
ST-8	Lohman Expansion Dawn to Boggy						-
ST-10	Boggy Ford Realignment						-
ST-12	1431 Expansion at Sunset Park						-
ST-14	1431 & Lohman Int. Improvements						-
ST-15	Boggy and Highland Circle						-
	TOTAL STREETS	**4,000,000**	**4,000,000**	**4,000,000**	**-**	**-**	**12,000,000**

FY 2024-28 CAPITAL IMPROVEMENT PLAN
PROJECTS AND FUNDING SOURCE SUMMARY

Project Number	Project Description	23-24	24-25	25-26	26-27	27-28	FY 24-28 CIP Total
UTILITES							
WW-3	Emergency Power	-			-		-
WT-3	Leak Detection Survey	-		-	-		-
WT-7	Water BPS at Airport	-	-			-	-
WW-7	WWTP Expansion PH 2&3	1,740,000	16,599,600				18,339,600
WT-9	Waterline Bar-K to Bronco	99,000	589,000	-	-	-	688,000
	Working Water Model / Water Master Plan	100,000		-	-	-	100,000
	WTP #3 Upgrade & Expansion	-	1,800,000	17,000,000	-		18,800,000
	Bronco GST Upgrade	-	2,000,000		-	-	2,000,000
WW-17	Sewer Transmission Hi Dr to Truman	-	-			-	-
WW-18	Sewer Transmission Patriot to Highland	-	-			-	-
WW-19	Sewer Transmission American to MacArthur	-	-			-	-
	Golf Course Irrigation Upgrade	5,000,000					5,000,000
	Effluent Ponds	4,638,000					4,638,000
	TOTAL UTILITES	**11,577,000**	**20,988,600**	**17,000,000**	**-**	**-**	**49,565,600**
TOTAL CAPITAL IMPROVEMENT PLAN		**$ 16,552,000**	**$ 25,138,600**	**$ 22,525,000**	**$ -**	**$ -**	**$ 63,615,600**

FUNDING						
General Fund Revenue						-
General Fund Reserve	$ 375,000	$ 150,000		$ -	$ -	525,000
Utility Fund	$ 199,000	$ 589,000				788,000
Uitility Fund Reserve	$ 4,638,000	$ -	$ -	$ -	$ -	4,638,000
Water Impact Fee		$ 2,000,000	$ 4,000,000	$ 625,000		6,625,000
Sewer Impact Fee	$ -	$ -	$ -	$ -	$ -	-
New CO	$ 11,340,000	$ 5,800,000	$ 21,000,000	$ -	$ -	38,140,000
Previous CO	$ -	$ -	$ -	$ -	$ -	-
Grants Not Awarded	$ -	$ -	$ -	$ -	$ -	-
Awarded Grants	$ -	$ -	$ -	$ -	$ -	-
Other	$ -	$ -	$ -	$ -	$ -	-
TOTAL FUNDING	**$ 16,552,000**	**$ 8,539,000**	**$ 25,000,000**	**$ 625,000**	**$ -**	**$ 50,716,000**

FY 2024-28 CAPITAL IMPROVEMENT PLAN
STREETS

ST-1 Street Rehab

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ -	$ -	$ 12,000,000
Total Expenses	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ -	$ -	$ 12,000,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
New CO	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ -	$ -	$ 12,000,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ -	$ -	$ 12,000,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
Supplies & Services	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost
$12,000,000

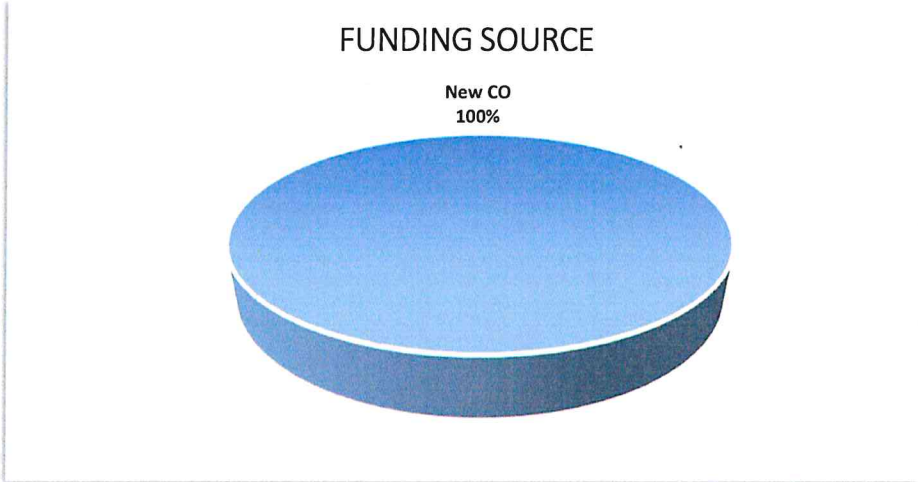
Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Project Details

This will address street maintenance on 267 streets that have identified as in either fair, poor, or very poor condition. This cost is for milling and overlaying the listed streets over a three (3) year period.

Operating Budget Impact/Other:

In order to rehabilitate these streets utilizing contract work, minimal work will need to be done by City Personnel prior to the street being rehabilitated.



FY 2024-28 CAPITAL IMPROVEMENT PLAN
PARKS

PK-1 Sunset Park East Driveway

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -
Amenities	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 375,000	$ -	$ -	$ -	$ -	$ 375,000
Total Expenses	$ 375,000	$ -	$ -	$ -	$ -	$ 375,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
General Fund Reserve	$ 375,000	$ -	$ -	$ -	$ -	$ 375,000
Awarded Grants	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 375,000	$ -	$ -	$ -	$ -	$ 375,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
Supplies & Services	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost
$375,000

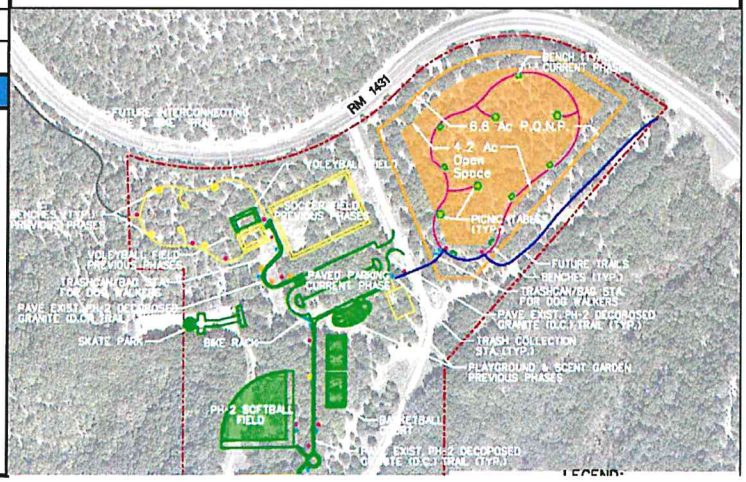
Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Risk Mitigation
Managing Department	Public Works

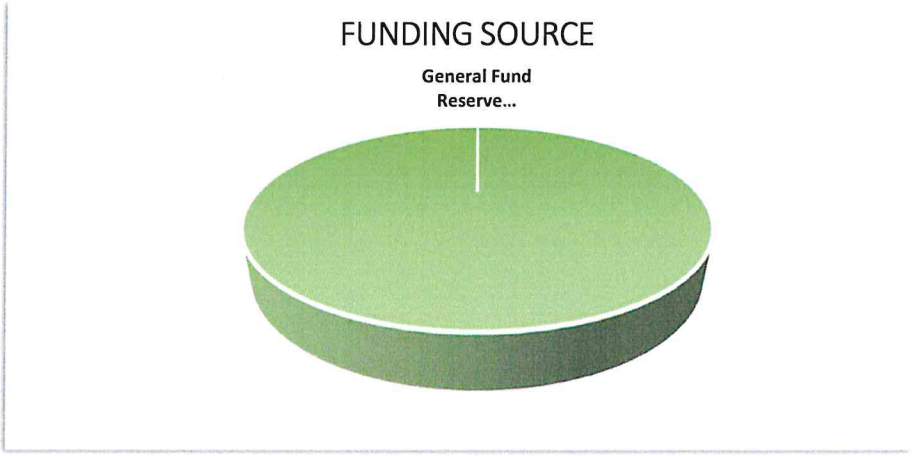
Project Details

Public Works was unable to get this project through the TxDOT review process in time for the construction to begin in FY-23. The original budgeted amount was $350,000 in FY-23. An increase to $375,000 is being proposed for the new entrance to Sunset Park to accomodate for price escalation.

Once TxDOT approval is recieved, an RFP for this project will immediately be released.

Operating Budget Impact/Other:





FY 2024-28 CAPITAL IMPROVEMENT PLAN
GENERAL GOVERNMENT

G-1 PW Operations

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services		$ 150,000	$ 25,000	$ -	$ -	$ 175,000
Construction	$ -		$ 1,500,000	$ -	$ -	$ 1,500,000
Total Expenses	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
General Fund Reserve	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
Supplies & Services	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost

$1,675,000

Status, Priority, Justification and Project Management

Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

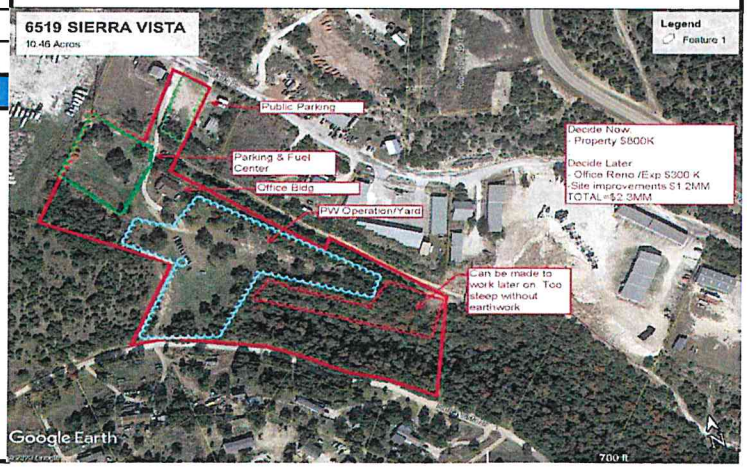
Project Details

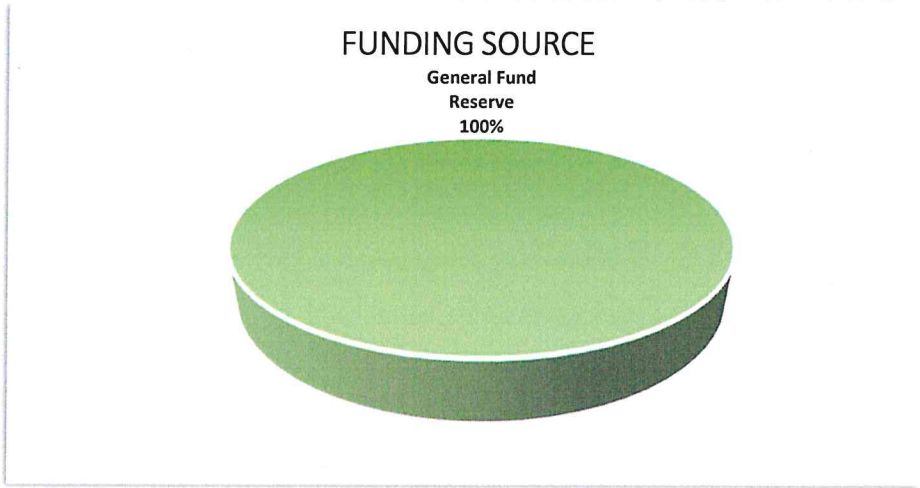
The City will be utilizing the Alfalfa Propery as the new Green Center. Relocating the Green Center to this property will be relatively inexpensive. However, staff is still evaluating the possibility of utilizing this property as a transfer station and/or emergency disposal facility in the event of a natural disaster. We are still trying to schedule a site visit to a recently built transfer station in Bastrop. This $150,000 is being carried over from FY-23.

As mentioned in FY-23's buget proposal, the $1.5 million construction cost is a place holder number and pure estimate. The actual cost will be unknown until the scope is identified and engineering plans are completed.

Operating Budget Impact/Other:

This project will be designed by a design professional, and put out for competitive bid.





FY 2024-28 CAPITAL IMPROVEMENT PLAN
GENERAL GOVERNMENT

G-1 PW Operations

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services		$ 150,000	$ 25,000	$ -	$ -	$ 175,000
Construction	$ -		$ 1,500,000	$ -	$ -	$ 1,500,000
Total Expenses	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
General Fund Reserve	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ -	$ 150,000	$ 1,525,000	$ -	$ -	$ 1,675,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
Supplies & Services	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost

$1,675,000

Status, Priority, Justification and Project Management

Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

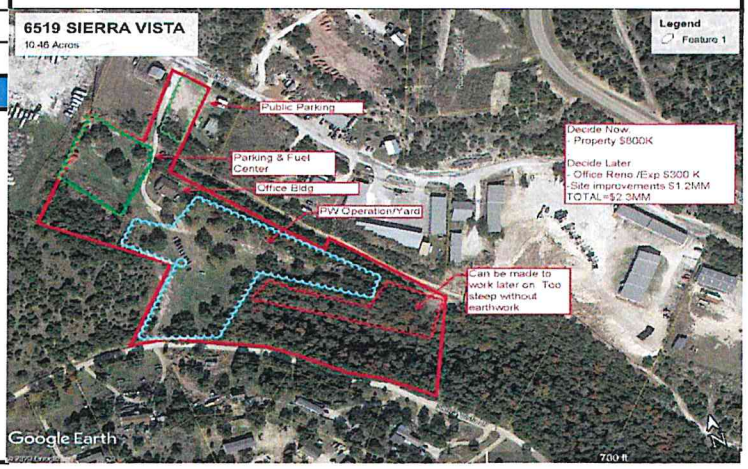
Project Details

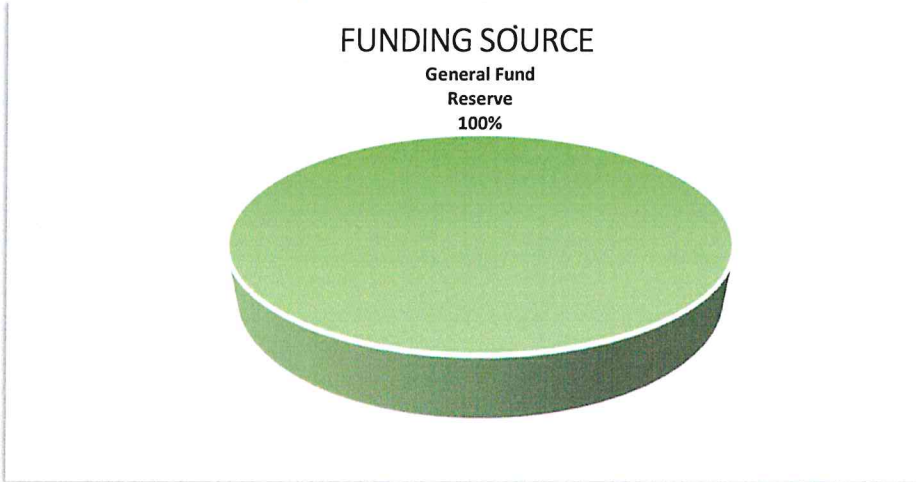
The City will be utilizing the Alfalfa Propery as the new Green Center. Relocating the Green Center to this property will be relatively inexpensive. However, staff is still evaluating the possibility of utilizing this property as a transfer station and/or emergency disposal facility in the event of a natural disaster. We are still trying to schedule a site visit to a recently built transfer station in Bastrop. This $150,000 is being carried over from FY-23.

As mentioned in FY-23's buget proposal, the $1.5 million construction cost is a place holder number and pure estimate. The actual cost will be unknown until the scope is identified and engineering plans are completed.

Operating Budget Impact/Other:

This project will be designed by a design professional, and put out for competitive bid.





FY 2024-28 CAPITAL IMPROVEMENT PLAN
UTILITIES

WT-9 Waterline Bar-K to Bronco

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 49,000	$ -	$ -	$ -	$ -	$ 49,000
Construction	$ 50,000	$ 589,000	$ -	$ -	$ -	$ 639,000
Total Expenses	$ 99,000	$ 589,000	$ -	$ -	$ -	$ 688,000

Funding Source	22-23	23-24	24-25	25-26	26-27	Total
Utility Fund	$ 99,000	$ 589,000	$ -	$ -	$ -	$ 688,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 99,000	$ 589,000	$ -	$ -	$ -	$ 688,000

Operating Impact	22-23	23-24	24-25	25-26	26-27	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost

$688,000

Status, Priority, Justification and Project Management

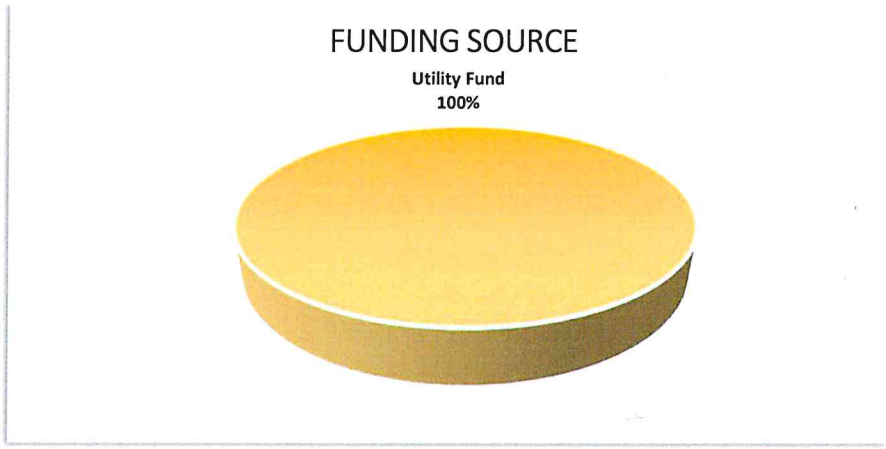
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Project Details

This project was previously approved in FY-23's budget. RFP 23-06 was approved by City Council on July 20th, 2023 in the amount of $638,000. Given how late in the Fiscal Year this RFP was approved, it estimated that only $50,000 will be spent in FY-23. It is also estimated the remaining $589,000 will have to be carried over into FY-24. All of the engineering costs have been expended this Fiscal Year, and none will be needed in FY-24.

Operating Budget Impact/Other:

Cobb & Fendley was the design team on this project. City Personnel will augment the construction inspection services for this project.



FY 2024-28 CAPITAL IMPROVEMENT PLAN
UTILITIES

Working Water Model / Water Master Plan

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 100,000		$ -	$ -	$ -	$ 100,000
Construction	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000

Funding Source	22-23	23-24	24-25	25-26	26-27	Total
Utility Fund	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000

Operating Impact	22-23	23-24	24-25	25-26	26-27	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

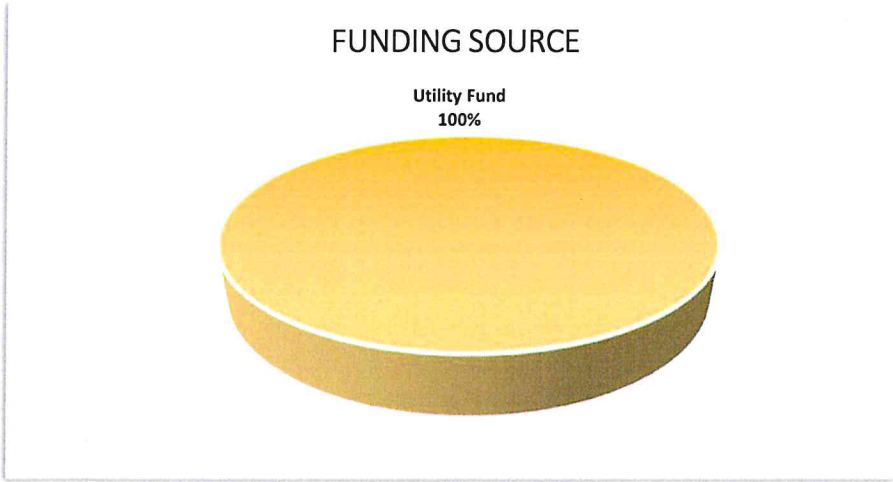
Total Project Cost
$100,000

Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Efficient Operations
Managing Department	Public Works

Project Details

This project is being carried over from FY-23. It is anticipated that $80,000 will be spent this Fiscal Year, with the remaining $100,000 being spent in FY-24. Given the nature and duration of developing these master plans and working models, it isn't uncommon for these projects to be spread out over two fiscal years.

Operating Budget Impact/Other:



FY 2024-28 CAPITAL IMPROVEMENT PLAN
Water Treatment

Water Treatment Plant #3 Upgrade

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
Construction	$ -	$ -	$ 17,000,000	$ -	$ -	$ 17,000,000
Total Expenses	$ -	$ 1,800,000	$ 17,000,000	$ -	$ -	$ 18,800,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
Water Impact Fee	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
New CO	$ -	$ -	$ 17,000,000	$ -	$ -	$ 17,000,000
Total Funding	$ -	$ 1,800,000	$ 17,000,000	$ -	$ -	$ 18,800,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

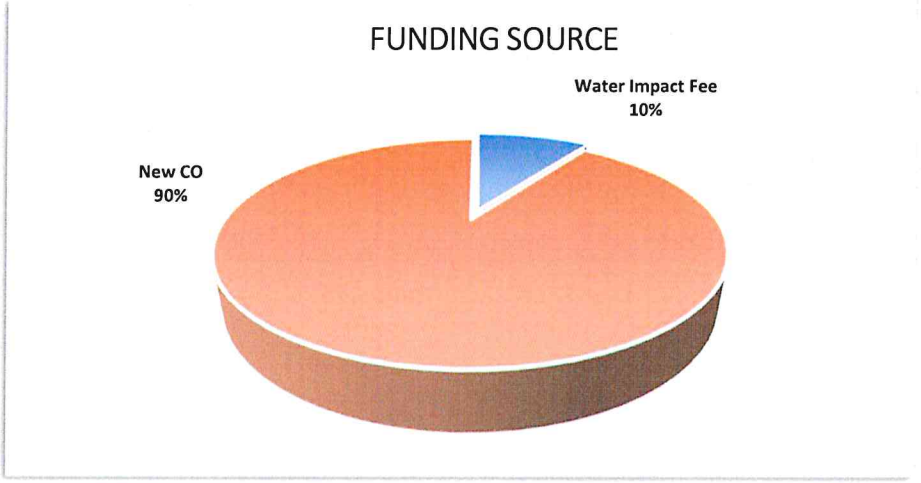
Total Project Cost
$18,800,000

Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Operating Budget Impact/Other:

Project Details

As per Council's direction, this project is a place holder to see what the City's bonding capacity will be in the future. This cost was derived from the WTP #3 expansion listed in the Utility Rate Study. The total proposed cost in the rate study listed the cost as $14.7 million. A cost escalation of $4 million was added due to the unknowns, and to account for inflation. It is well known that an upgrade to water capacity at Plant #3 will be needed in the very near future. Once the water master plan/model is completed, staff will be in a better place to provide a more realistic estimate.



FY 2024-28 CAPITAL IMPROVEMENT PLAN
Water Distrubution

Bronco Ground Storage Tank Upgrade

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
Construction	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
Total Expenses	$ -	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
Water Impact Fee	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
New CO	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
Total Funding	$ -	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

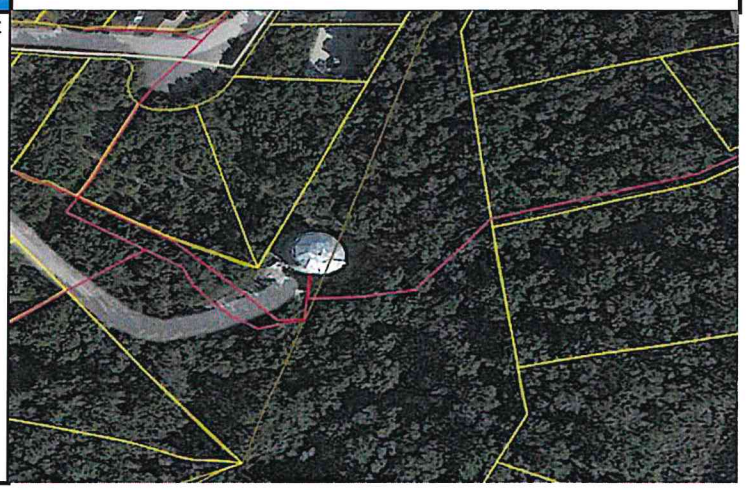
Total Project Cost
$2,000,000

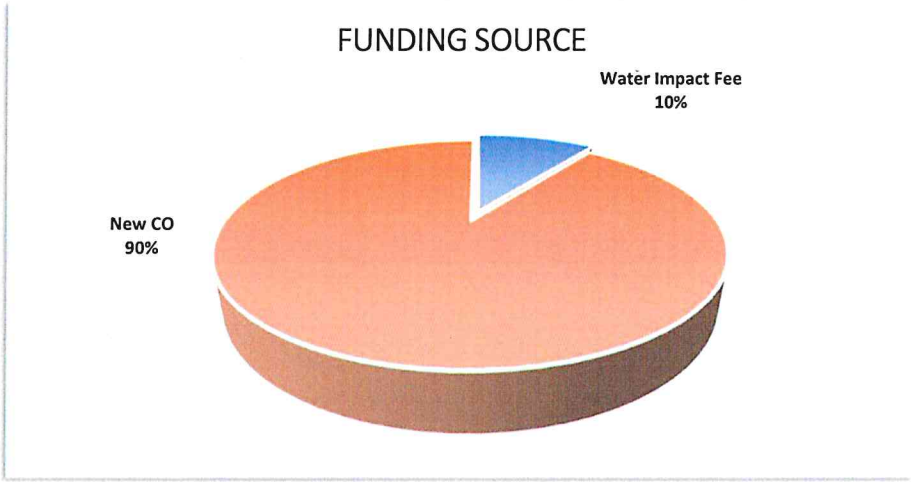
Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Project Details

As per Council's direction, this project is a place holder to see what the City's bonding capacity will be in the future. This cost was derived from the Bronco GST expansion listed in the Utility Rate Study. The total proposed cost in the rate study listed the cost as $1.5 million. A cost escalation of $500,000 was added due to the unknowns, and to account for inflation. It is known that this upgrade to will be needed in the very near future due to the growth in that pressure plane. Once the water master plan/model is completed, staff will be in a better place to provide a more realistic estimate.

Operating Budget Impact/Other:





FY 2024-28 CAPITAL IMPROVEMENT PLAN
Water Distrubution

Bronco Ground Storage Tank Upgrade

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
Construction	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
Total Expenses	$ -	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
Water Impact Fee	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
New CO	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
Total Funding	$ -	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

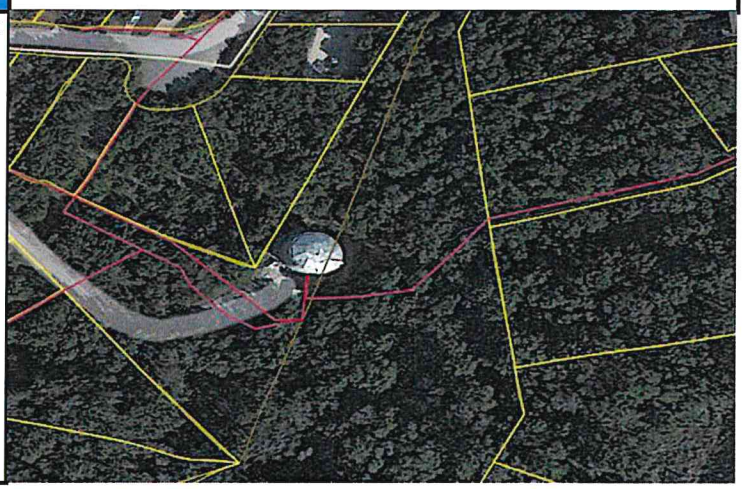
Total Project Cost
$2,000,000

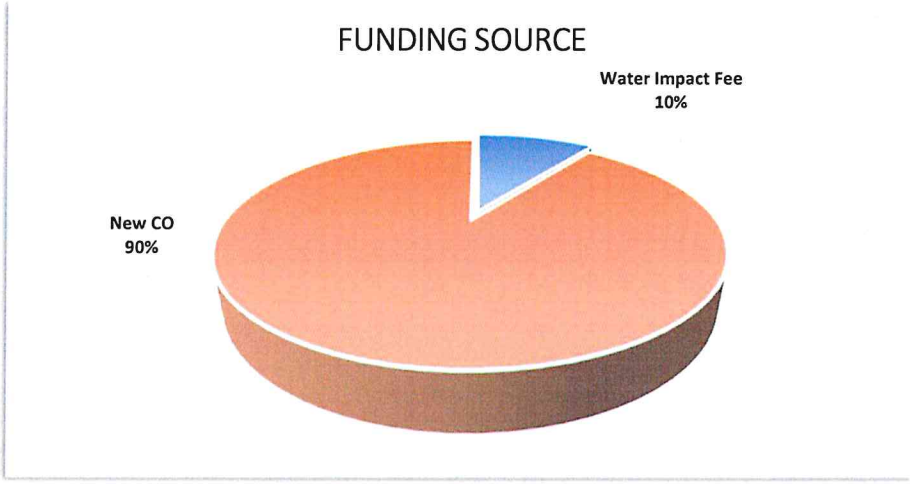
Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Project Details

As per Council's direction, this project is a place holder to see what the City's bonding capacity will be in the future. This cost was derived from the Bronco GST expansion listed in the Utility Rate Study. The total proposed cost in the rate study listed the cost as $1.5 million. A cost escalation of $500,000 was added due to the unknowns, and to account for inflation. It is known that this upgrade to will be needed in the very near future due to the growth in that pressure plane. Once the water master plan/model is completed, staff will be in a better place to provide a more realistic estimate.

Operating Budget Impact/Other:





FY 2024-28 CAPITAL IMPROVEMENT PLAN
Wastewater

Effluent Pond #17 Rehab and Effluent Pond #2 Upgrade

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 438,000	$ -	$ -	$ -	$ -	$ 438,000
Construction	$ 4,200,000	$ -	$ -	$ -	$ -	$ 4,200,000
Total Expenses	$ 4,638,000	$ -	$ -	$ -	$ -	$ 4,638,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
Uitility Fund Reserve	$ 4,638,000	$ -	$ -	$ -	$ -	$ 4,638,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 4,638,000	$ -	$ -	$ -	$ -	$ 4,638,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost

$4,638,000

Status, Priority, Justification and Project Management

Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

Operating Budget Impact/Other:

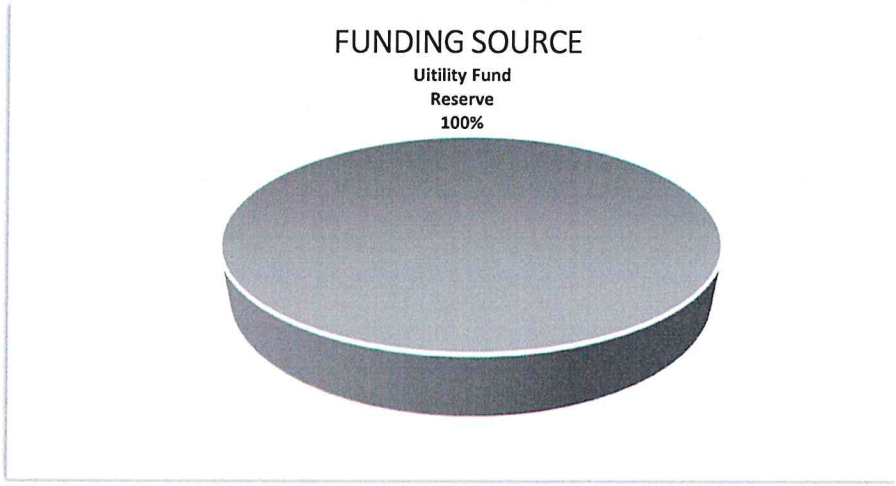
Some operational costs will increase, but that amount is unknown at this time.

Project Details

As part of our Effluent Disposal Permit the City isn't permitted to discharge Type 2 effluent into Lake Travis, and the City is also required to install a 3rd effluent storage pond in its system once the City reaches 0.75 MGD of wastewater. As many are well aware of, there is a leak in Effluent Pond 17's liner causing direct discharge of effluent into Lake Travis. To repair this liner, the City must build the 3rd effluent pond. Once this 3rd effluent pond is built, Lago Vista Golf Course will be able to install their own independent pump station for their irrigation system.

As presented at the June 15, 2023 Council Meeting, the estimated construction cost for Pond #17's rehabilitation is $2.2 million, and the estimated construction cost for Pond #2 is $2.0 million. Freese & Nichols have provided a cost for engineering services which is $438,000. Some of this project may be carried over into FY-25. These two projects will be bid at the same time, and after Pond #2 is complete, they will begin rehabbing Pond #17.

These projects are ineligible for Impact Fee Funds.



FY 2024-28 CAPITAL IMPROVEMENT PLAN
UTILITIES

Lago Vista Golf Course Effluent Irrigation

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Construction	$ 4,900,000	$ -	$ -	$ -	$ -	$ 4,900,000
Total Expenses	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,000,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
New CO	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,000,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,000,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost
$5,000,000

Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

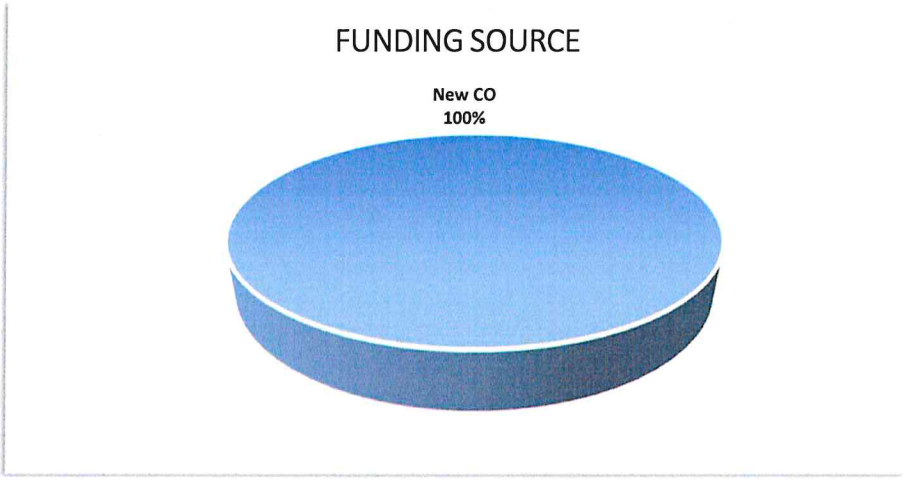
Operating Budget Impact/Other:

Some operational costs will increase, but that amount is unknown at this time.

Project Details

The Lago Vista Golf Course is absolutely essential to the City's effluent disposal process permitted by TCEQ. This irrigation system is in desperate need of repair, and well past its useful life. Currently, due to trash and debris that have collected in the lines over the course of 50 years, they are unable to irrigate the volume of effluent needed to keep up effluent production volumes. As a result, the conditions at the golf course have decreased dramatically, and a large burden is being placed on the Cedar Breaks Effluent Pond.

Also, this irrigation system will include a new pump house on the new effluent pond being proposed on hole #2. This will completely seperate Public Works & Golf Course operations. By doing this, the Golf Course Superintendant will no longer have to call Public Works Personnel to turn on/off any pumps. This upgraded irrigation system will allow for an increase in disposal volumes, and will greatly improve efficiency.



FY 2024-28 CAPITAL IMPROVEMENT PLAN
UTILITIES

WWTP Upgrade to 1.5 MGD with TYPE 2 Treatment

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 1,740,000	$ -	$ -	$ -	$ -	$ 1,740,000
Construction	$ -	$ 16,599,600	$ -	$ -	$ -	$ 16,599,600
Total Expenses	$ 1,740,000	$ 16,599,600	$ -	$ -	$ -	$ 18,339,600

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
New CO	$ 1,740,000	$ 16,599,600	$ -	$ -	$ -	$ 18,339,600
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 1,740,000	$ 16,599,600	$ -	$ -	$ -	$ 18,339,600

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost
$18,339,600

Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

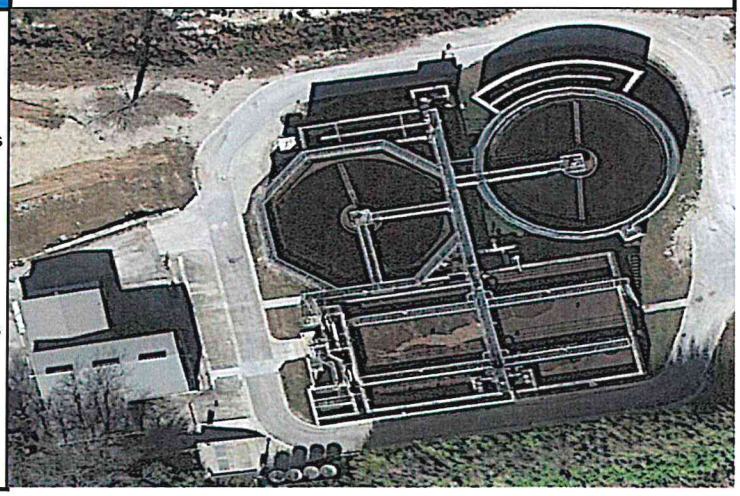
Operating Budget Impact/Other:

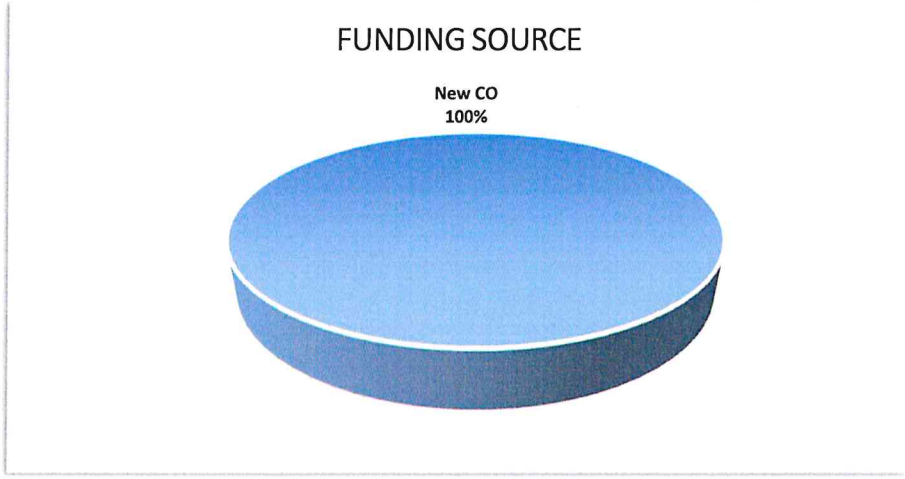
Some operational costs will increase, but that amount is unknown at this time.

Project Details

Currently, the Wastewater Plant is operating at near 75% capacity. As per TCEQ, this is the threshold where they require an upgrade in capacity begin the design phase. As presented to the City Council at the June 15th, 2023 meeting, the estimated cost for an upgrade to 1.5 MGD (from 1.0 MGD) with Type 2 treatment is $17.4 Million. These costs were based on Present Value of the Dollar, and did not include the Future Value. Also, this cost estimate included the engineering design. Typically, it will take a project of this magnitude about a year to complete design and permitting. Also, a good estimate of engineering design cost is about 10% of the total cost. It is being proposed that a total of $1.74 Million be allocated in FY-24 for the design of this upgrade, and the remainder ($15,660,000) of the cost be programmed for FY-25. Since inflation over the past several years has been higher than average, a cost escalation of 6% was applied to $15,660,000 which is equal to $16,599,600, which increases the cost of this project by $1 Million.

The design of this plant will include upgrades to certain elements which will allow for an increased treatment volume, and will also allow for a cheaper upgrade to Type 1 treatment if a future City Council desires to do so. This project is Impact Fee Eligible.





FY 2024-28 CAPITAL IMPROVEMENT PLAN
UTILITIES

Golf Course Safety Items Identified by TML

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Total Expenses	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
New CO	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost
$300,000

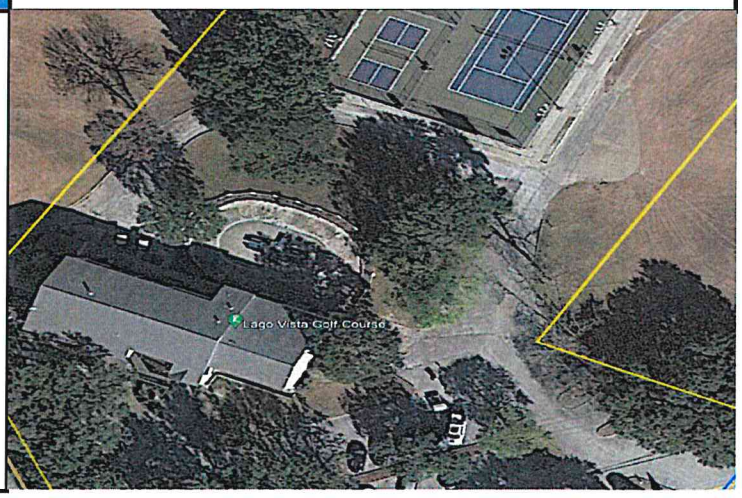
Status, Priority, Justification and Project Management	
Project Status	New
Priority	High
Justification	Expansion
Managing Department	Public Works

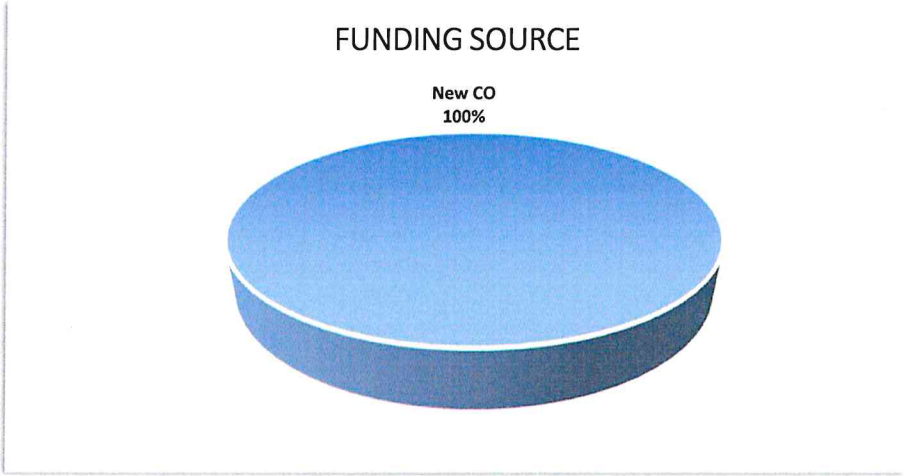
Operating Budget Impact/Other:

Some operational costs will increase, but that amount is unknown at this time.

Project Details

According to the TML Report produced on 6/13/23, they identified 4 safety itmes needing to be addressed at the Golf Course Club House. These items are the parking lot which is estimated at $228,200, not having fire rated drywall above the cart barn which is estimated at $22,750, various electrical repaires estimated at $8,200, plus HVAC repairs estimated at $16,000. The total estimated cost is $275,200. The budgeted amount was increased to $300,000 to account for any unknowns and cost increases for inflation. These safety itmes can be funded through a CO.





FY 2024-28 CAPITAL IMPROVEMENT PLAN
PARKS & REC

City of Lago Vista Pool Repair

Expenses	23-24	24-25	25-26	26-27	27-28	Total
Professional Services	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
Construction	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
Total Expenses	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

Funding Source	23-24	24-25	25-26	26-27	27-28	Total
New CO	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Other	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

Operating Impact	23-24	24-25	25-26	26-27	27-28	Total
None	$ -	$ -	$ -	$ -	$ -	$ -
Total Operating Impact	$ -	$ -	$ -	$ -	$ -	$ -

Total Project Cost

$300,000

Status, Priority, Justification and Project Management

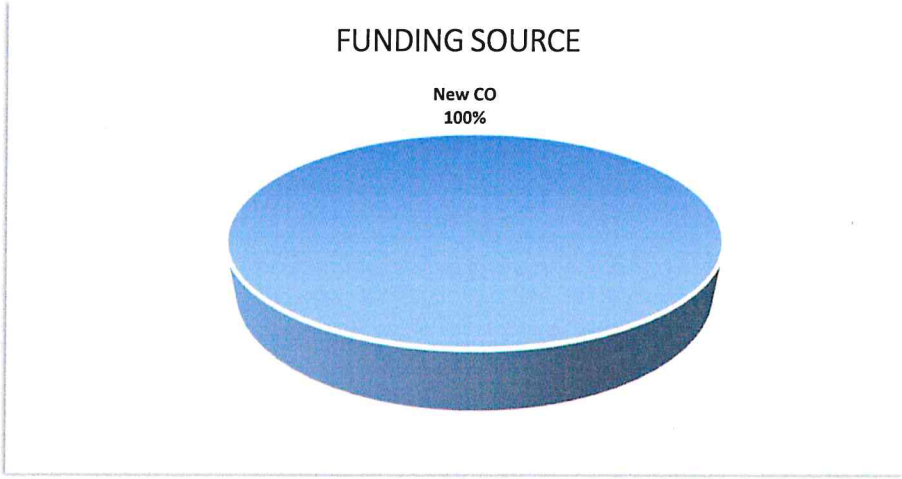
Project Status	New
Priority	High
Justification	Efficient Operations
Managing Department	Public Works

Operating Budget Impact/Other:

This will decrease operating budget and help conserve water.

Project Details

The City of Lago Vista pool is about 20 years old and needs some repair work. For the past two years, the pool has been leaking about 3000 gallons of water a day. Therefore, a leak detection test needs to be completed. Then repair the leak and replaster the pool. The actual cost will be unknown until the scope of repairs is identified and completed.



AGENDA ITEM NO. 5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the August 3, 2023, meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
Minutes 08-03-2023

OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, AUGUST 3, 2023

BE IT REMEMBERED that on the 3rd day of August A.D., 2023, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Ed Tidwell	Mayor (late arrival)	Chelaine Marion	Council Member
Gage Hunt	Council Member	Paul Roberts	Council Member
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Pro-Tem Prince called the meeting to order at 5:30 p.m. and announced that all council members are present and that Mayor Tidwell would be arriving shortly. Mayor Tidwell joined the meeting during Executive Session.

EXECUTIVE SESSION

At 5:31 p.m., Council convened into a closed Executive Session pursuant to;

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)

B. Consultation with Legal Counsel regarding the City's Petition for Exemption for submission to the Federal Aviation Administration and Texas Department of Transportation (Aviation) regarding Rusty Allen Municipal Airport. (Government Code Section 551.071)

C. Consultation with Legal Counsel regarding the acquisition of properties for future infrastructure. (Government Code Section 551.072)

ACTION ITEMS (action and/or a vote may be taken on the following agenda items):

At 6:18 p.m., Council reconvened from Executive Session into open session and recessed until 6:30 p.m., Council reconvened at 6:32 p.m. to act as deemed appropriate in City Council's discretion regarding:

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
No action taken.

B. Consultation with Legal Counsel regarding the City's Petition for Exemption for submission to the Federal Aviation Administration and Texas Department of Transportation (Aviation) regarding Rusty Allen Municipal Airport. (Government Code Section 551.071)
No action taken.

C. Consultation with Legal Counsel regarding the acquisition of properties for future infrastructure. (Government Code Section 551.072)
No action taken.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG
Mayor Tidwell led the Pledge of Allegiance and Pledge to the Texas Flag.

03:35 – 23:11
CITIZEN COMMENTS: In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

Ms. Lisa Shaw – spoke on the proposed Turnback development.
Mr. Donal Swayze – spoke on the Boggy Ford speed limit.
Mr. Russell Barnes – spoke on the Turnback development.
Ms. Lynda Aird – requested additional information related to Development Services agenda items be contained in agenda packets.
Ms. Laurie Dick – donated her time to Mr. Jim Peck.
Mr. Jim Peck – spoke on the form of government.

23:13 – 31:35
ITEMS OF COMMUNITY INTEREST: Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

a. Expressions of thanks, gratitude, and condolences.
   None.
b. Information regarding holiday schedules.
   None.
c. Recognition of individuals, i.e., Proclamations.
   None.
d. Reminders regarding City Council events.
   The last day to file an application for a place on the November 7, 2023, general election ballot is August 21, 2023, at 5:00 p.m.
e. Reminders regarding community events.
   Here Comes the Sun, and Two Eclipses event is scheduled for August 5th at the Library.
   The Women's Club is hosting a shoe drive, donations are being accepted through October 14, 2023.
   Chamber Luncheon is scheduled for August 16, at K-Oaks Clubhouse with guest speaker ESD #1 Fire Chief Donnie Norman.
   The third Friday of the month, August 18, Coffee with Veterans will be held at the Hope Center from 8 to 10 in the morning.
   August 7 is the first day back for LVISD teachers and August 17 is the first day of the 2023-2024 school year – wishing them all the best for a great school year.
   August 19 the Lion's Club will be hosting a blood drive at CVS
   Lions Club will be holding a barbeque event over the Labor Day weekend.
f. Health and safety announcements.
   Travis County burn ban is in effect until August 16, 2023.

Due to the lake levels, it is anticipated that LCRA will go into stage 2 water restrictions soon. Lago Vista is already adhering to the stage 2 restrictions; however, the City will still be required to reduce its water use by 10%. Stage 3 restrictions will be entered if/when the lake level drops below 750,000-acre feet.

Mayor Tidwell announced that Agenda Item #13 (short-term rental ordinance) has potential notification issues, and the item will have to come back. The City Council will not be discussing the item but citizens who have signed up to speak will still have an opportunity to speak.

STAFF AND COUNCIL LIAISON REPORTS

32:47 – 34:31

1. Routine Reports from City Staff.
   No action taken.

34:33 – 39:18

2. Routine Reports from City Council Board/Commission/Committee Liaisons.
   No action taken.

Mayor Tidwell announced that Agenda Item #13 would be next.

PUBLIC HEARING AND POSSIBLE ACTION

39:25 – 58:22

13. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-08-03-04, an Ordinance of the City Council of Lago Vista, Texas amending Article 4.800 of Chapter 4, Section 23 of Chapter 14, and Articles 4.000 and 7.000 of Appendix A of the Lago Vista Code of Ordinances to update existing zoning requirements and to enact new regulations applicable to the operation of short-term occupancies.

    This agenda item was not discussed by City Council due to notification concerns. City staff will re-notice the public hearing as required.

    The following citizens provided comments:
    Mr. Eduardo Castro signed up to speak but declined the opportunity at this time.
    Mayor Tidwell read comments received by Ms. Louise Madigan.
    Mr. Luis Martinez.
    Ms. Riyam Zreik.
    Mr. Bob McQuaid.

Mayor Tidwell announced that Agenda Item #14 would be next.

58:34 – 2:15:09

14. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-08-03-05; an Ordinance of the City Council of Lago Vista, Texas amending the Future Land Use Map component of the 2030 Comprehensive Plan adopted by Ordinance No. 16-05-05-02 as amended, regarding specific property owned by Shoreline Ranch Texas, LP and Western United Life Assurance, Inc.

Mr. Roy Jambor, Development Services Director, was available to answer questions and provide additional information.
Mayor opened the public hearing at 7:30 p.m.
Mr. Joel Scott and Mr. Mark Brown, the applicants, requesting the amendment, were available to answer questions and provide additional information.
During discussions, Councilor Durbin called for Order of the Day to move on to citizen comments regarding the agenda item.
Mayor Tidwell read comments provided by Ms. Louise Madigan.
Mr. Guy Burkhart spoke on this agenda item.
Ms. DiAnn Tjon-Joe-Pin spoke on this agenda item.
Ms. Rachael Rich spoke on this agenda item.
Mayor closed the public hearing at 8:45 p.m.
Mayor Tidwell made a motion to approve Ordinance No. 23-08-03-05, without a second, the motion failed.
On a motion by Councilor Sullivan, seconded by Councilor Marion, City Council voted 6 ayes to 1 nay with Mayor Tidwell in opposition to deny Ordinance No. 23-08-03-05. Motion carried.

Mayor Tidwell announced that Agenda Item #8 would be next.

ACTION ITEMS

2:15:17 – 2:26:18

8. Discussion, consideration and possible action approving Resolution 23-2001; "A Resolution by the City Council of the City of Lago Vista, Texas, Providing for a Public Hearing and Notice of Intent to Issue Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) as Required by the City's Home Rule Charter; Providing an Effective Date; and Containing Other Matters Relating to the Subject".
   Ms. Darlene Louk, Director with Hines, was available to answer questions and provide additional information.
   Mr. Tom Lawerence, with Tijerina Galvan Lawrence, the City's financial consultant, was available to answer questions and provide additional information.
   On a motion by Councilor Marion, seconded by Councilor Sullivan, City Council voted unanimously to approve Resolution 233-2001. Motion carried.

Mayor Tidwell announced Agenda Items #3 and #4 is being pushed to the end of the agenda and that Agenda Item #5 would be next.

WORK SESSION

2:26:55 – 3:01:43

5. Update on 2023 Texas Legislative Session.
   Mr. Joe Crawford, Interim City Attorney, provided an update on the recent legislative session. No action was taken.

CONSENT AGENDA

3:01:57 – 3:03:16

6. Consider approval of the July 20, 2023, meeting minutes.
7. Discussion, consideration, and possible action on Ordinance 23-08-03-01, an ordinance of the City of Lago Vista amending Chapter 9, Articles 9.800, 9,1800, and 9.1900 of the Code of Ordinance to include alternate board / commission members and adding language regarding member absenteeism on the Building and Standards Commission, Planning and Zoning Commission and Board of Adjustment.

   On a motion by Councilor Sullivan, seconded by Councilor Marion, City Council voted unanimously to approve consent agenda items amending Agenda Item #7 adding the word "and" between "chair" and "council liaison" in the first sentence on page 300 of the agenda packet. Motion carried.

Mayor Tidwell announced that Agenda Item #9 would be next.

ACTION ITEMS

3:03:24 – 3:08:31

9. Discussion and possible action regarding an application to the City Council by the City of Lago Vista for a variance regarding several aspects of the proposed community information sign that includes an LED display within the right-of-way on the west side of Lohman Ford Road near the rear property line of 7305 Spanish Oak Drive.

   Mr. Roy Jambor, Development Services Director, was available to answer questions and provide additional information.

   Ms. Rachael Rich spoke on this agenda item.

   On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to approve variance 23-2454. Motion carried.

3:08:33 – 3:11:49

10. Discussion, consideration, and possible action on Resolution 23-2002; a resolution by the City Council of the City of Lago Vista, declaring vacancies and appointing individuals to fill unexpired vacant terms as members of the Planning and Zoning Commission.

    On a motion by Mayor Pro-Tem Prince, seconded by Councilor Durbin, City Council voted unanimously to recognize Julie Davis' resignation and to remove Thomas Burlew from serving due to excessive absences. Motion carried.

    On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to appoint Rachael Rich and Dave Snyder to fill the unexpired terms created by the vacancies. Motion carried.

PUBLIC HEARING AND POSSIBLE ACTION

3:12:08 – 3:53:46

11. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-08-03-02, an Ordinance of the City Council of Lago Vista, Texas amending Section 3.104 of Chapter 3 and Sections 2.10 and 4.20 of Chapter 14 of the Code of Ordinances to distinguish the determination of the maximum building height permitted by the Zoning Ordinance on non-conforming flag lots from other lots within the municipality; and providing for related matters.

Mayor opened the public hearing at 9:44 p.m.
Mr. Roy Jambor, Development Services Director, was available to answer questions and provide additional information.
Ms. Gena Hammonds spoke on the agenda item.
Ms. Donna Nash spoke on the agenda item.
Mayor closed the public hearing at 10:51 p.m.
On a motion by Councilor Sullivan, seconded by Councilor Marion, City Council voted 3 ayes to 4 nays with Mayor Tidwell, Mayor Pro-Tem Prince, Councilor Durbin, and Councilor Roberts in opposition to approve Ordinance 23-08-03-02. Motion failed.
Councilor Roberts made a motion to table the agenda item, without a second, the motion failed.
On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted 6 ayes to 1 nay with Councilor Sullivan in opposition to approve amending Ordinance 23-08-03-02 adding the vertical distance measured from the finished first floor elevation height of the first floor elevation shall not exceed normal building practice for the terrain under the structure per the building inspector's judgement that would limit to that zone rather it's 15' or 18' feet but add phrase "for flag lots" in front of everything just said. Motion carried.

Mayor Tidwell called for a short recess at 10:25 p.m.

City Council reconvened at 10:35 p.m.

3:54:26 – 4:14:51

12. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-08-03-03, an Ordinance of the City Council of Lago Vista, Texas amending Section 20 of Chapter 14 of the Code of Ordinances to amend the restrictions regarding the expenditure of fees collected in lieu of protected tree replacement.
    Mayor opened the public hearing at 10:36 p.m.
    Mr. Roy Jambor, Development Services Director, was available to answer questions and provide additional information.
    Ms. DiAnn Tjon-Joe-Pin spoke on the agenda item.
    Mayor closed the public hearing at 10:54 p.m.
    On a motion by Councilor Durbin that was further amended, seconded the motion as amended by Mayor Pro-Tem Prince, City Council voted unanimously to approve Ordinance 23-08-03-03 with the exception of adding some language on section 20(c)(7) that says instead of saying planting of trees for development we say planting of trees or other plants including but not limited to hedges, brush, bushes, and landscaping, trails or development of pocket parks or green spaces as determined by the City Council. Councilor Durbin's motion was amended to accept the language as proposed on page 352 of the City Council packet with the addition of, for the planting of trees or other greenery. Motion carried.

Mayor Tidwell announced that Agenda Item #4 would be next.

BUDGET ITEMS

4:15:38 – 4:28:20

4. Discussion, consideration, and possible action regarding a roll call vote on adoption of a proposal to set a 2024 tax rate for the City of Lago Vista, schedule public hearings and take necessary action.

Mayor Tidwell announced that the City Council will hold a public hearing on the proposed fiscal year 2023-2024 annual budget during a Special Council Meeting scheduled for August 31, 2023, at 6:30 p.m. City Council will also hold a public hearing on the tax rate during the Regular Council Meeting scheduled for September 7, 2023.
On a motion by Mayor Pro-Tem Prince seconded by Councilor Marion, City Council voted unanimously to adopt a proposed 2023 tax rate of 0.4139. Mayor Tidwell called for a record vote:

Councilor Hunt – aye
Councilor Sullivan – aye
Councilor Durbin - aye
Mayor Pro-Tem Prince - aye
Councilor Marion - aye
Councilor Roberts - aye
Mayor Tidwell – aye

Motion carried.

4:28:26 – 5:44:13

3. Discuss fiscal year 2023-2024 proposed annual budget.
   City Manager Tracie Hlavinka discussed the proposed budget. Tracie Hlavinka, Director of Finance Starr Lockwood, and all City Department Heads were available to answer questions and provide additional information.
   No action taken.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 12:25 a.m.

Respectfully submitted,

_____
Ed Tidwell, Mayor

ATTEST:

_____
Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this _____ day of _____ 2023.

AGENDA ITEM NO. 6

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Joe Crawford, City Attorney

SUBJECT: Discussion, consideration and possible action adopting a resolution accepting a petition for creation of the Turnback Ranch Public Improvement District; setting a public hearing under Sec. 372.009 of the Texas Local Government Code on the advisability of the creation of the Turnback Ranch Public Improvement District within the City of Lago Vista, Texas; and authorizing the issuance of notice by the City Secretary of Lago Vista, Texas regarding the public hearing.

BACKGROUND: In August of 2022, the City received a petition for the creation of the Turnback Ranch Public Improvement District (the "PID"). While no formal action is strictly necessary to accept this petition, if City Council determines, after a public hearing, that the PID creation and bond issuance are in the best interests of the City, then the City's bond counsel has advised that the Attorney General prefers to receive a formal action by Council accepting such petition and setting the required hearing.

This item would not obligate the City to approve the creation of the PID nor approval of the PID bonds, and does not indicate a likelihood that such future items would be approved. This resolution would acknowledge receipt of the petition and would set a future public hearing for City Council to consider the creation.

FINDINGS: Staff recommends that the City adopt this resolution formally receiving the PID petition received by the City Secretary from Turnback Ranch Development, LLC on August 2, 2022, and setting a public hearing for the September 21, 2023, which would be after City Council considers approval of the related Development Agreement with Turnback Ranch Development, LLC.

FINANCIAL IMPACT: This item has no direct financial impact to the City.

ATTACHMENTS:
23-2003 Resolution Accepting Petition from Turnback Ranch.pdf
Exhibit A - Turnback PID Petition.pdf

Notice of Public Hearing re Advisability.pdf

RESOLUTION NO. 23-2003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ACCEPTING A PETITION FOR CREATION OF THE TURNBACK RANCH PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF THE TURNBACK RANCH PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF LAGO VISTA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF LAGO VISTA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Lago Vista, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on August 2, 2022, Turnback Development, LLC, a Nevada limited liability company (the "Petitioner"), submitted and filed with the City Secretary of the City (the "City Secretary"), pursuant to the Act, a petition for the creation of Turnback Ranch Public Improvement District (the "Petition") requesting the establishment of a public improvement district covering approximately 241.54 acres described in Exhibit "A", attached hereto and incorporated herein for all purposes, to be known as the Turnback Ranch Public Improvement District (the "District"); and

WHEREAS, Petitioner represents they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, Petitioner describes the general nature of the proposed public improvements as parks and open space, landscaping, utilities, streets and roadways, entry monumentation, signage, costs of financing said improvements, and costs for establishing and administering the District; and

WHEREAS, Petitioner estimates the cost of the proposed public improvements is $[40,000,000.00] (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Lago Vista, Texas (the "City Council") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, THAT:

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled at or after 6:30 p.m. on September 21, 2023 to be held at Lago Vista City Hall City Council Chambers, 5803 Thunderbird Street, Lago Vista, Texas 78645 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit "B", for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. All residents and property owners within the District and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

SECTION 4. The Public Hearing may be adjourned from time to time. Upon the

closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

SECTION 5. Attached hereto as Exhibit "B" is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

SECTION 6. The City Council hereby authorizes and directs the City Secretary, on or before September 6, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Lago Vista, Texas, at a regular meeting on the _____ day of _____, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

_____
Ed Tidwell, Mayor

ATTEST:

_____
Lucy Aldrich, City Secretary
City of Lago Vista, Texas

[CITY SEAL]

M&H
McLEAN & HOWARD, L.L.P.
Real Property Lawyers

EXHIBIT A

4301 Bull Creek Rd | Ste 150
Austin, Texas 78731
phone 512.328.2008
fax 512.328.2409
www.mcleanhowardlaw.com

August 1, 2022

Ms. Tracie Hlavinka
City Manager
City of Lago Vista, Texas
5803 Thunderbird Street
Lago Vista, Texas 78645

via electronic mail and Federal Express

RE: Petition for the Creation of a Public Improvement District Within the City of Lago Vista, Texas, filed by Turnback Development, L.L.C for a 241.541 Acre Tract in Lago Vista, Texas, Pursuant to Chapter 372 of the Texas Local Government Code

Dear Ms. Hlavinka:

I am writing on behalf of Turnback Development, L.L.C., (the "**Owner**"). Enclosed please find the Owner's Petition for the Creation of a Public Improvement District Within the City of Lago Vista, Texas (the "**PID Petition**"), to create a public improvement district pursuant to Chapter 372 of the Texas Local Government Code (the "**Turnback PID**") for that certain 241.541-acre tract of land located within the Lago Vista, Texas, as more particularly described in Exhibit "A" attached to the PID Petition (the "**Property**"). The purpose of this letter is to set forth how the Owner's application for creation of the Turnback PID meets the elements of the Public Improvement District Policy Manual adopted by the City of Lago Vista on May 5, 2022 (the "**PID Policy**").

General Requirements and Petition Requirements

The Property is wholly within the corporate city limits of the City of Lago Vista, Texas (the "**City**"). Any property intended to be conveyed or dedicated to the City will not be subject of any PID assessment. The initial bond issue for the Turnback PID will not be less than $3,000,000.00.

This application for creation of the Turnback PID meets the following additional requirements:

1. The Owner is the owner of 100% of the Property. Therefore, the PID Petition contains signatures from property owners of more than 50% of property within the proposed PID and have been collected within the six-month period prior to the submission of the PID Petition.

2. Enclosed is a payment of a non-refundable application fee of $15,000.00 being paid at the time the PID Petition is being filed.

3. A current certified tax roll of all property within the proposed PID is enclosed herewith.

4. A map and a metes and bounds description of the property are included in the PID Petition and attached as exhibits.

5. This letter, as set forth below, provides a description clearly identifying the benefits of the proposed Turnback PID to the affected property owners and to the City as a whole. The benefits will be further set forth in a Development Agreement to be approved in connection with PID creation.

6. Evidence of insurance is enclosed herewith.

7. A description of the developer's previous experience developing projects of similar scale and type is enclosed herewith.

8. The Owner proposes a "not to exceed" maximum tax rate equivalent of $3.00 per $100.00 of assessed value, unless City Council should approve a higher amount.

9. The City's resolution creating the Turnback PID will contain a sunset clause, and a pre-executed petition to dissolve the Turnback PID by the Owner in case the Service and Assessment Plan is not approved, and assessments levied for either reimbursement or bond issuance within five years of the date of the Development Agreement will be provided prior to creation of the Turnback PID.

Additional Documents

Prior to the public hearing on the creation of the Turnback PID, either (i) a market analysis or feasibility study will be provided by the Owner, or (ii) the Owner will provide lot value and/or market information based on a current, in force, and effective homebuilder contract and proposed homebuilder pricing. To the extent such confirmed homebuilder value and pricing information does not meet the PID Policy for market analysis purposes, the Owner hereby requests a waiver of such requirement.

Preferential Factors

The Owner's proposed development project for the Property (the "**Project**") will meet one or more of the preferential factors listed in the PID Policy as follows:

1. **Enhance Master Plan, Thoroughfare Plan, and Water and Wastewater Plans.** The Project will significantly enhance the City's wastewater plan by providing important upgrades to the existing Bar-K and Turner Lift Stations currently operated by the City. These upgrades will increase operational reliability.

2. **Advance Parks and Trail Plans and Preserve Open Space.** The Project will increase pedestrian and trail connectivity by providing detached public sidewalks and dedicated bike lanes within the Property. In addition, approximately 130 acres of park and open space areas will be provided as part of the Project protecting and preserving the natural areas along Lake Travis and its associated trees, creeks, floodplains, and viewscapes.

3. **Exceed Development Requirements.** The Turnback PID Development Agreement will contain architectural and design requirements and building material requirements that exceed what Texas law otherwise allows. The Project will include high quality design with enhanced landscaping and appealing architecture throughout. In addition, in conjunction with PID creation, the Owner will be seeking amendments to the current Turnback Ranch Planned Development District (the "**PDD**"), including approval of a detailed site plan in connection therewith that will greatly reduce density allowed under the current version of the PDD.

4. **Access to Developer Finances.** Prior to approval and execution of any PID financing documents regarding the levy of assessments and issuance of PID bonds, the Owner will cause the City to have access to records enabling the City to confirm the developer's ability and financial capacity to deliver the Project as proposed.

At this time, the Owner intends to meet all other aspects of the PID Policy and any waivers or adjustments thereto that may hereafter be requested by the Owner shall be requested prior to the public hearing and, if approved, identified in the resolution consenting to the creation of the Turnback PID.

On behalf of the Owner, we sincerely look forward to working with the City on this exciting project. Please let know if you have any questions or comments. Thank you for your consideration and attention to this matter.

Sincerely,

Jeffrey S. Howard

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF LAGO VISTA, TEXAS

This petition (this "Petition") is submitted and filed with the Honorable Governing Body of the City of Lago Vista, Texas (the "City"), by TURNBACK DEVELOPMENT, L.L.C., a Nevada limited liability company (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district to be known as the Turnback Ranch Public Improvement District (the "District") to include property owned by the Owner, located within the corporate city limits of the City (collectively, the "Property"), more particularly described and depicted in **EXHIBIT A**. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the Property, the general nature of which public improvements will include, but not be limited to: landscaping, irrigation, streets, roadway and bridge construction, offsite right-of-way acquisition, intersection improvements, water facilities and improvements, wastewater facilities and improvements, drainage facilities and improvements, detention and water quality ponds, stormwater mitigation features, park improvements, trails, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is presently estimated to be $40,000,000.00. The foregoing estimate shall not limit or constrain the actual costs of the Authorized Improvements that may be financed by the District and the amount of the actual costs financed by the District may be less than the foregoing estimate. The total actual costs of the Authorized Improvements shall be paid from revenues or assessments lawfully available to the City from the District, anticipating that such total actual costs will be paid pursuant to a contractual reimbursement obligation or the issuance of bonds secured by and payable from a special assessment levied on all property within the District's boundaries other than certain property and right of way to be dedicated to the City or other governmental entities.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as set forth in **EXHIBIT A** attached hereto and made a part hereof for all purposes. A map of the proposed District is attached hereto as **EXHIBIT B** and made a part hereof of all purposes. The proposed District is commonly known as Turnback Ranch.

Section 4. Proposed Method of Assessment. The City shall levy a special assessment on each tract within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefitted. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to

meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. Approval and creation of the District shall not obligate the City to provide any funds to finance the Authorized Improvements except from assessments generated by property within the District and except as may be otherwise agreed to by the City. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner. Notwithstanding the foregoing, it is anticipated that the City may request oversizing of the Authorized Improvements, in which case, the City may be responsible for the cost of all such oversizing.

Section 6. Management of the District. The Owner proposes that the District will be managed by the City. The City retains the right to choose to retain a private person or third party, for District administrative services, from time to time, which person or third-party may also advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person or persons signing this Petition requests the establishment of the District.

Section 8. Advisory Board. An advisory body may be established to develop and recommend an improvement plan to the governing body of the City.

Section 9. General Terms. The Owner and the City may enter into a development agreement setting forth the generally agreed upon business terms of the District.

This Petition has been signed by (1) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the Property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the Honorable Governing Body of the City in support of the creation of the District by the City Council as herein provided. The undersigned request that the City Council grant its consent as stated above.

RESPECTFULLY SUBMITTED, on this the 8th day of August, 2022.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT]

OWNER:

TURNBACK DEVELOPMENT, L.L.C,
a Nevada limited liability company

By:_____
Darwin Horan, Authorized Signatory

EXHIBIT A

The Property

LEGAL DESCRIPTION
241.541 ACRES

BEING a tract of land located in the TEXAS-MEXICO RAILROAD SURVEY, ABSTRACT NO. 2291, CHRISTIAN FEHRENKAMP SURVEY, ABSTRACT NO. 286, and the LEWIS GOODWIN SURVEY, ABSTRACT NO. 336, Travis County, Texas and being all of those tracts of land described as Tracts 1-7 in Deed to Vol H. Montgomery, recorded in Document No. 1999-148851, Deed Records, Travis County, Texas and being part of a 10.81 acre tract of land described in Deed to Vol H. Montgomery, recorded in Document No. 1999-148850, Deed Records, Travis County, Texas and being part of a tract of land described in Deed to RPI-P2A Partnership, recorded in Volume 9113, Page 300, Deed Records, Travis County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the East line of said Tract 2 at the Northwest corner of said Tract 7;

THENCE South 72 degrees 36 minutes 49 seconds East, along the North line of said Tract 7, a distance of 497.02 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found at the most Northeast corner of said Tract 7 and said Tract 5;

THENCE South 13 degrees 31 minutes 35 seconds West, along the East line of said Tract 5, passing at a distance of 60.13 feet the Southeast corner of said Tract 7, and continuing for a total distance of 282.10 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found for corner;

THENCE South 15 degrees 26 minutes 33 seconds West, continuing along the East line of said Tract 5, a distance of 90.41 feet to an "X" set in concrete for corner in the West right-of-way line of Bar-K Ranch Road, a variable width right-of-way, at the South corner of said Tract 5;

THENCE North 13 degrees 36 minutes 15 seconds East, along said West right-of-way line and the West line of said Tract 5, a distance of 312.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said Tract 7;

THENCE North 72 degrees 35 minutes 06 seconds West, leaving said West right-of-way line and said West line of Tract 5 and along the South line of said Tract 7, a distance of 508.72 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 7;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 1,157.48 feet to a 1/2 inch iron rod found;

THENCE South 30 degrees 29 minutes 52 seconds West, a distance of 212.31 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the Southeast corner of said Tract 4;

THENCE along the South line of said Tract 4 the following twenty-three (23) courses and distances:

South 75 degrees 31 minutes 34 seconds West, a distance of 372.92 feet to a point for corner;

North 57 degrees 02 minutes 33 seconds West, a distance of 114.31 feet to a point for corner;

North 74 degrees 29 minutes 21 seconds West, a distance of 132.94 feet to a point for corner;

South 57 degrees 14 minutes 10 seconds West, a distance of 166.72 feet to a point for corner;

South 75 degrees 22 minutes 03 seconds West, a distance of 147.89 feet to a point for corner;

South 82 degrees 36 minutes 45 seconds West, a distance of 107.60 feet to a point for corner;

North 65 degrees 07 minutes 30 seconds West, a distance of 186.14 feet to a point for corner;

North 19 degrees 11 minutes 13 seconds West, a distance of 140.45 feet to a point for corner;

North 11 degrees 16 minutes 02 seconds West, a distance of 174.21 feet to a point for corner;

North 61 degrees 12 minutes 46 seconds West, a distance of 107.16 feet to a point for corner;

North 23 degrees 24 minutes 37 seconds East, a distance of 108.08 feet to a point for corner;

North 59 degrees 45 minutes 10 seconds East, a distance of 71.76 feet to a point for corner;

North 65 degrees 43 minutes 16 seconds East, a distance of 242.14 feet to a point for corner;

North 62 degrees 47 minutes 27 seconds West, a distance of 167.68 feet to a point for corner;

North 01 degrees 23 minutes 12 seconds West, a distance of 152.53 feet to a point for corner;

South 61 degrees 04 minutes 13 seconds West, a distance of 70.03 feet to a point for corner;

North 60 degrees 25 minutes 41 seconds West, a distance of 101.88 feet to a point for corner;

South 08 degrees 28 minutes 27 seconds West, a distance of 141.00 feet to a point for corner;

South 53 degrees 12 minutes 27 seconds West, a distance of 54.67 feet to a point for corner;

South 70 degrees 06 minutes 27 seconds West, a distance of 51.82 feet to a point for corner;

North 70 degrees 51 minutes 22 seconds West, a distance of 55.90 feet to a point for corner;

North 27 degrees 22 minutes 10 seconds West, a distance of 150.67 feet to a point for corner;

North 19 degrees 29 minutes 33 seconds West, a distance of 77.43 feet to a point for corner in the East line of said Tract 1;

THENCE South 28 degrees 33 minutes 24 seconds West, leaving the South line of said Tract 4 and along the East line of said Tract 1, a distance of 128.11 feet to a point at the South corner of said Tract 1;

THENCE North 26 degrees 06 minutes 08 seconds West, along the South line of said Tract 1, passing at a distance of 1351.89 feet a point in the common line of said Tract 1 and said RPI-P2A Partnership tract, and continuing for a total distance of 1,579.19 feet to a point at the most Southerly corner of a Boundary Line Agreement recorded in Document No. 2006102847, Deed Records, Tarrant County, Texas;

THENCE Northerly and Easterly, along the lines of said Boundary Line Agreement, the following twenty-seven (27) courses and distances:

North 17 degrees 58 minutes 41 seconds East, a distance of 278.70 feet to a point for corner;

North 01 degrees 38 minutes 28 seconds East, a distance of 190.86 feet to a point for corner;

North 11 degrees 37 minutes 39 seconds East, a distance of 163.43 feet to a point for corner;

North 47 degrees 55 minutes 52 seconds East, a distance of 192.93 feet to a point for corner;

South 88 degrees 12 minutes 56 seconds East, a distance of 139.55 feet to a point for corner;

South 81 degrees 37 minutes 44 seconds East, a distance of 143.11 feet to a point for corner;

North 88 degrees 02 minutes 58 seconds East, a distance of 261.75 feet to a point for corner;

North 85 degrees 17 minutes 39 seconds East, a distance of 89.08 feet to a point for corner;

North 61 degrees 29 minutes 04 seconds East, a distance of 125.04 feet to a point for corner;

North 40 degrees 01 minutes 31 seconds East, a distance of 287.20 feet to a point for corner;

North 44 degrees 55 minutes 48 seconds East, a distance of 245.57 feet to a point for corner;

North 25 degrees 29 minutes 17 seconds East, a distance of 222.75 feet to a point for corner;

North 14 degrees 55 minutes 59 seconds East, a distance of 425. 83 feet to a point for corner;

North 31 degrees 51 minutes 34 seconds East, a distance of 220.08 feet to a point for corner;

North 31 degrees 19 minutes 46 seconds East, a distance of 127.39 feet to a point for corner;

North 15 degrees 26 minutes 15 seconds East, a distance of 103.23 feet to a point for corner;

North 04 degrees 14 minutes 17 seconds East, a distance of 86.39 feet to a point for corner;

North 19 degrees 09 minutes 00 seconds West, a distance of 68.81 feet to a point

for corner;

North 19 degrees 00 minutes 57 seconds East, a distance of 71.63 feet to a point for corner;

North 71 degrees 19 minutes 54 seconds East, a distance of 79.91 feet to a point for corner;

South 76 degrees 28 minutes 07 seconds East, a distance of 221.73 feet to a point for corner;

North 88 degrees 37 minutes 19 seconds East, a distance of 92. 92feet to a point for corner;

North 68 degrees 35 minutes 11 seconds East, a distance of 82.77 feet to a point for corner;

North 60 degrees 49 minutes 17 seconds East, a distance of 44.03 feet to a point for corner;

North 75 degrees 04 minutes 08 seconds East, a distance of 78.77 feet to a point for corner;

South 88 degrees 19 minutes 06 seconds East, a distance of 88.90 feet to a point for corner;

North 75 degrees 46 minutes 12 seconds East, a distance of 421.27 feet to a 1 1/4 inch iron rod found at the most Northerly corner of said Boundary Line Agreement and the most Northerly corner of said 10.81 acre tract;

THENCE South 28 degrees 33 minutes 28 seconds West, leaving the lines of said Boundary Line Agreement, passing at a distance of 85.11 feet the Northeast corner of said Tract 1, and continuing along the East line of said Tract 1 for a total distance of 576.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the most Westerly Northwest corner of said Tract 2;

THENCE along the Northerly line of said Tract 2, the following sixteen (16) courses and distances:

North 66 degrees 50 minutes 28 seconds East, a distance of 56.40 feet to 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 54 degrees 01 minutes 28 seconds East, a distance of 240.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA' set for corner;

North 34 degrees 58 minutes 28 seconds East, a distance of 89.96 feet to a 1/2 inch

iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the North corner of said Tract 2;

South 01 degrees 34 minutes 37 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found;

South 06 degrees 44 minutes 01 seconds West, a distance of 152.81 feet to a 1/2 inch iron rod found for corner;

South 56 degrees 23 minutes 37 seconds West, a distance of 133.82 feet to a 1/2 inch iron rod found for corner;

South 42 degrees 53 minutes 45 seconds West, a distance of 199. 49 feet to a 1/2 inch iron rod found for corner;

South 28 degrees 00 minutes 15 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24 degrees 18 minutes 04 seconds East, a distance of 82.17 feet to a 1/2 inch iron rod found for corner;

South 54 degrees 38 minutes 26 seconds East, a distance of 313.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 55 degrees 23 minutes 59 seconds East, a distance of 224.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 50 degrees 06 minutes 49 seconds East, a distance of 375.05 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 60 degrees 23 minutes 31 seconds East, a distance of 244.45 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 55 degrees 02 minutes 31 seconds East, a distance of 242.22 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 57 degrees 13 minutes 31 seconds East, a distance of 446.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 59 degrees 45 minutes 42 seconds East, a distance of 56.90 feet to a 1/2 inch iron rod found for corner at a wood fence corner post;

THENCE Southerly, along the East line of said Tract 2, the following three (3) courses

and distances:

South 29 degrees 51 minutes 44 seconds West, a distance of 813.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 65 degrees 24 minutes 31 seconds West, a distance of 340.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27 degrees 07 minutes 37 seconds West, a distance of 120.12 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the most Northwest corner of said Tract 6;

THENCE leaving the East line of said Tract 2 and along the East line of said Tract 6, the following three (3) courses and distances:

South 65 degrees 24 minutes 31 seconds East, a distance of 9.99 feet to a 1/2 inch iron rod found at the Northeast corner of said Tract 6;

South 27 degrees 07 minutes 37 seconds West, a distance of 50.05 feet to a 1/2 inch iron rod found at the most Southeast corner of said Tract 6;

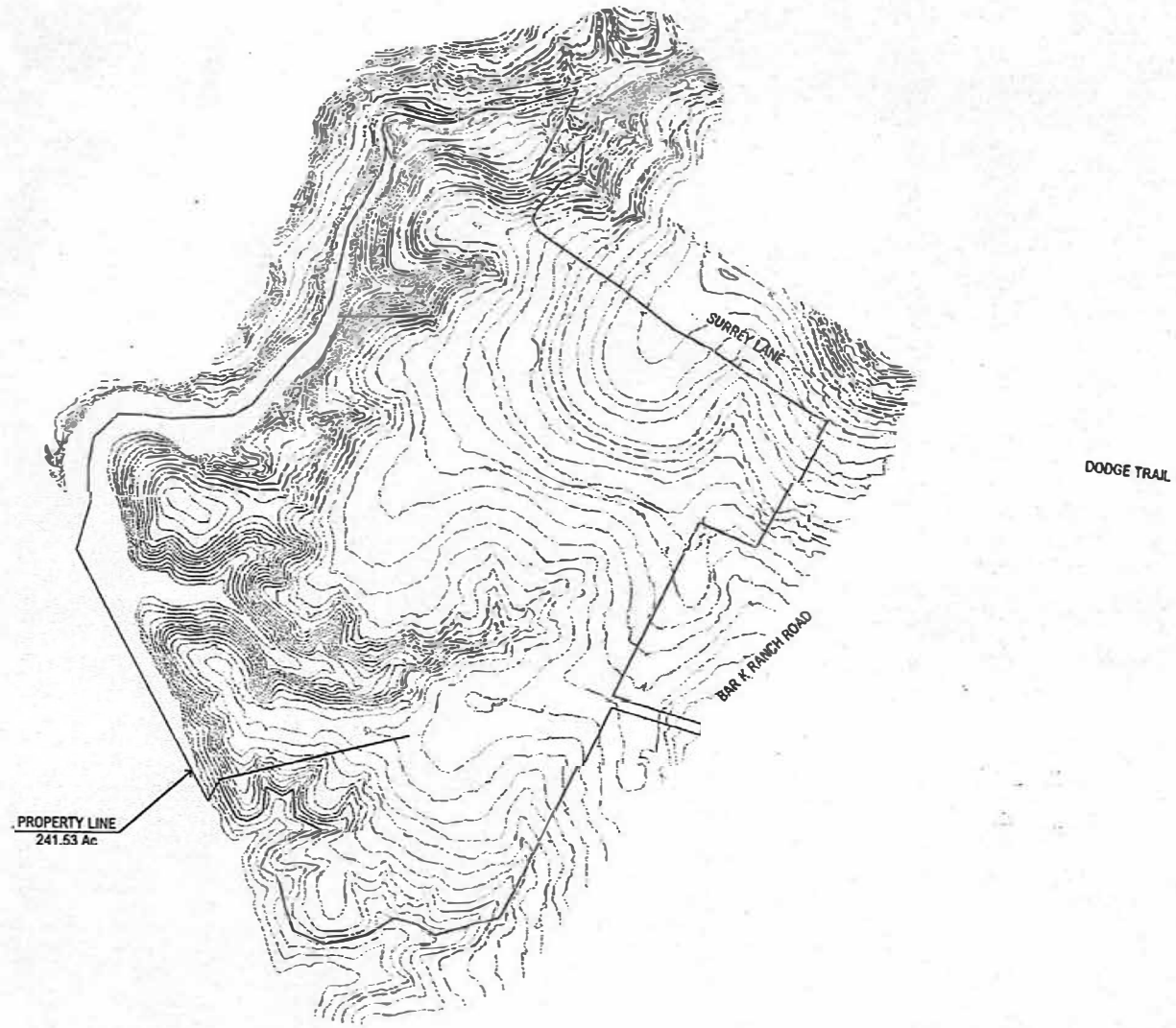
North 65 degrees 24 minutes 31 seconds West, a distance of 9.99 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 6;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 926.23 feet to the **POINT OF BEGINNING** and containing 241.541 acres of land, more or less.

EXHIBIT B

Proposed District Map

EXHIBIT B



2020 Aerial - Lake Elevation: 670 feet

VENTANA CAPITAL

TURNBACK RANCH
PUBLIC IMPROVEMENT DISTRICT

PHARIS DESIGN

TAX CERTIFICATE NO 2293155
Bruce Elfant
Travis County Tax Assessor-Collector
P.O. Box 1748
Austin, Texas 78767
(512) 854-9473

ACCOUNT NUMBER: 01-8387-0105-0000

PROPERTY OWNER:

TURNBACK DEVELOPMENT L L C [redacted]

PROPERTY DESCRIPTION:

ABS 286 SUR 153 FEHRANKAMP C D ABS 2291 SUR 201 T & M C R R CO ACR 241.5410

ACRES 241.5410 MIN% .000000000000 TYPE

SITUS INFORMATION: F M RD 1431

This is to certify that after a careful check of tax records of this office, the following taxes, delinquent taxes, penalties and interests are due on the described property of the following tax unit(s):

YEAR	ENTITY	TOTAL
2021	TRAVIS COUNTY	*ALL PAID*
	TRAVIS COUNTY ESD #7	*ALL PAID*
	LAGO VISTA ISD	*ALL PAID*
	TRAVIS CENTRAL HEALTH	*ALL PAID*
	TRAVIS COUNTY ESD #1	*ALL PAID*
	CITY OF LAGO VISTA	*ALL PAID*
TOTAL SEQUENCE 0		*ALL PAID*

TOTAL TAX:	*ALL PAID*
UNPAID FEES:	* NONE *
INTEREST ON FEES:	* NONE *
COMMISSION:	* NONE *
TOTAL DUE ==>	*ALL PAID*

TAXES PAID FOR YEAR 2021 $68,936.59

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2021 EXCEPT FOR UNPAID YEARS LISTED ABOVE.
The above described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, State Property Tax Code).
Pursuant to Section 31.08 of the State Property Tax Code, there is a fee of $10.00 for all Tax Certificates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 05/03/2022

Fee Paid: $10.00

Bruce Elfant
Tax Assessor-Collector

By: Adina Gudinoa

GUDINOA printed on 05/03/2022 @ 12:31:57:22

TURNBACK DEVELOPMENT, L.L.C.

The property locally known as Turnback Ranch in Lago Vista is owned by Turnback Development, L.L.C. which collaborates with Ventana Capital to create successful community projects.

OUR EXPERTISE

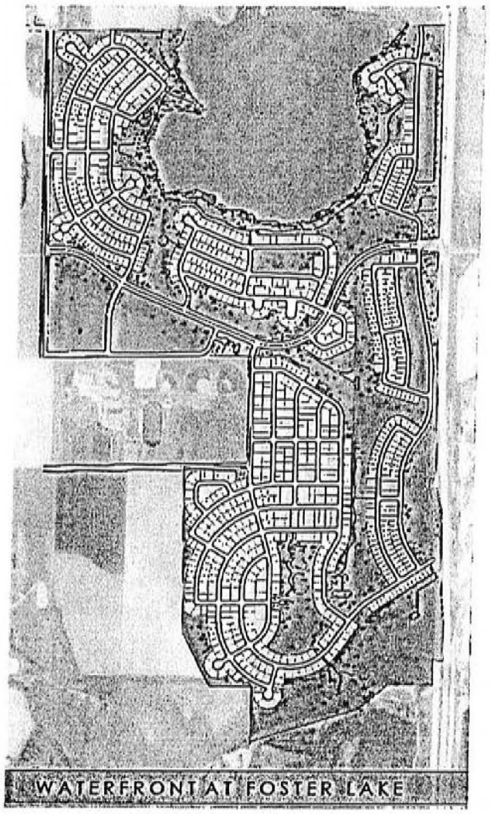
Ventana Capital is a real estate investment and land development company with land holdings along the front range of Colorado from Colorado Springs to Fort Collins. The majority of the development properties are residential communities ranging in size from 50 acres to over 1,000 acres with 100 to 2,000 single family detached lots, with opportunities for commercial development to complement the residential. Ventana prides itself on the achievement of difficult entitlement approvals for development properties that require creative solutions to formidable design obstacles. Comprehensive summary of development properties is available at www.ventanacap.com and a brief example attached.

OUR TEAM

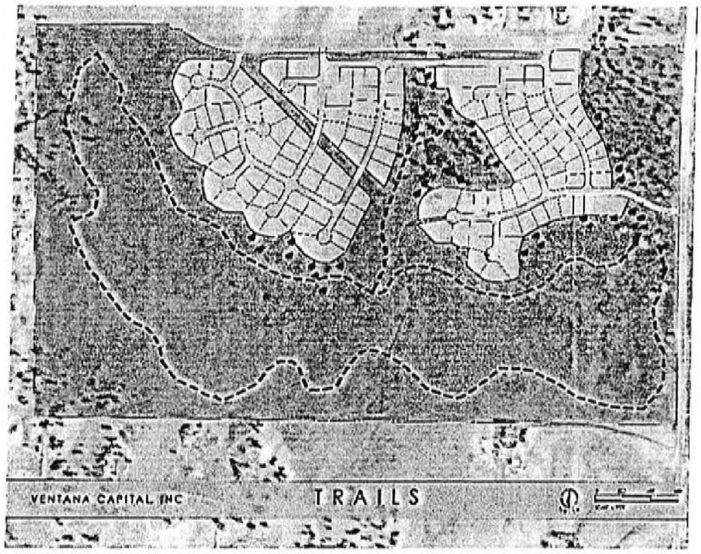
The principal of Turnback Development, L.L.C. is Gary Tharaldson. Darwin Horan and Andy Trietley with Ventana Capital manage the entitlement and development of the property. A summary of each team member's experience and expertise is attached.

DEVELOPMENT PROPERTIES

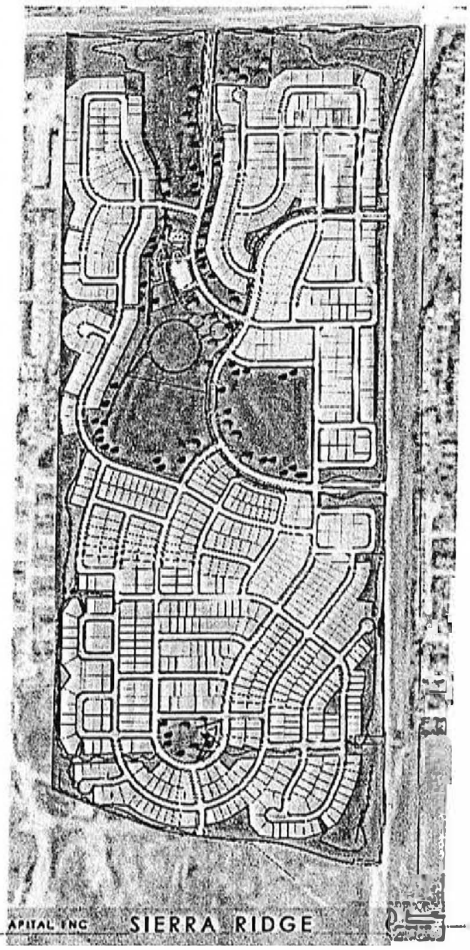
THE WATERFRONT AT FOSTER LAKE
595 ACRES



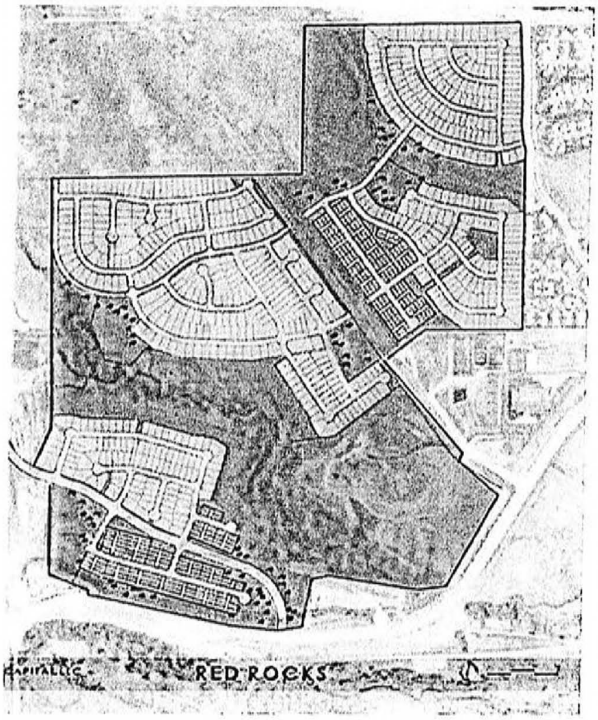
TRAILS
290 ACRES



SIERRA RIDGE
314 ACRES



RED ROCKS RANCH
345 ACRES



THE TEAM

Gary Tharaldson, principal of Turnback Development, L.L.C. and the founder of Tharaldson Hospitality Management, began his hospitality career by purchasing his first hotel in Valley City, N.D., in 1982. After the purchase, Gary began building hotels in regional markets. In 1987, he sold nine Super 8 motels for a net profit of over $5 million.

After the sale, he continued to acquire and build hotels, eventually exceeding 350 total properties and earning himself a spot on the Forbes 400 list of richest people in America in 1997. In 2006, Tharaldson sold 140 hotels to Whitehall Global Real Estate (Goldman Sachs) for approximately $1.25 billion. Prior to the sale, Tharaldson's company was the largest privately held hotel company in the United States.

Tharaldson has appeared in a number of national publications. In 2010, he was given the first Hunter Conference Award for Excellence and Inspiration, an award created to celebrate an owner "who has exemplified high standards in leadership, citizenship and innovation and who has been an inspiration to the industry," according to Hotel Business magazine.

Gary and his companies currently own 80 operating hotels, and he continues to develop new properties nationwide.

Darwin Horan, President and CEO of Ventana Capital, Inc. has over 25 years of experience in the home building and land development industry. He currently controls over 2,500 acres of land, 170,000 square feet of commercial buildings, over $200 million of assets and has 7 subdivisions underway, making Ventana Capital's real estate portfolio one of the largest in Colorado.

Darwin's extensive experience includes entitlement of over 35,000 lots, development of more than 20,000 lots and construction of over 15,000 attached and detached single family homes. He has formed numerous financial districts with a bonding capacity of over $170 million. In addition to his widespread real estate background, Darwin's portfolio has also grown to include oil and gas, commercial and residential property management, real estate brokerage, construction, water storage development, metropolitan district formation, self-storage facilities and other diverse strategic partnerships within other markets. Prior to forming Ventana Capital, Inc. Darwin was President of the North Division of Writer Homes and was also President of the Denver Division for D.R. Horton, the largest home builder in the State of Colorado.

Darwin is a strong supporter of the community and has donated generously to local schools and nonprofit organizations as well as coaching for numerous children's sports teams. He has served on multiple metropolitan districts and boards including Coaches of Excellence, City Council, Castle Pines North, Castle Pines Parks Authority and Mayor Webb's Oversight Committee and was given the Fellowship of Christian Athletes Lifetime Achievement. Darwin continues to be one of the most seasoned and respected members of the Colorado development community and one of its most prominent leaders. Darwin is [redacted] where he has played and continues to play a strong role in County growth and development.

Andrew Trietley joined Ventana Capital in Dec 2015 as an Asset Manager. Andy has over 14 years of managing land acquisition, entitlements, and development along the Colorado Front Range, and more than 20 years in various leadership and project management roles. During many of his years in Colorado real estate, he directed the land activities for two large homebuilders. Andy has acquired, entitled, and developed more than 10,000 residential lots in Colorado. Just prior to joining Ventana, Andy grew a national homebuilder's Colorado business from 6 active communities to more than 30 in less than 3 years. Along with his expertise in land, Andy has broad experience in the formation, funding, and operation of special improvement districts.

In addition to working for homebuilders, over the past decade Andy formed a real estate consulting firm, and was a partner in founding two other real estate investment companies that managed over $10 million in sales. Andy held roles consulting in the defense against construction defect litigation and negotiating site acquisitions for the wireless industry. Prior to entering real estate in Colorado, he served as a project manager within the R&D Division for Corning Incorporated in upstate New York.

Andy served with distinction as an officer in the United States Army after college, and was honorably discharged as a captain. He holds a BS in Civil Engineering from Bucknell University in Pennsylvania, where he also played Division I lacrosse. Andy gives back significant hours to the community as a year-round youth lacrosse coach. [redacted]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Minneapolis MN Office
5600 West 83rd Street
8200 Tower, Suite 1100
Minneapolis MN 55437 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Ins Co	23035
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
[redacted]

COVERAGES CERTIFICATE NUMBER: 570094794572 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	12/31/2021	12/31/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: Turn back Development, LLC, 4520 36th Ave. S., Fargo, ND 58103. RE: Vacant Land at Mahogany (Turn Back Ranch) End of Dodge Trail, Lago Vista, Texas.

CERTIFICATE HOLDER

The City of Lago Vista
City Hall
5803 Thunderbird Street
Lago Vista TX 78645 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier:

Certificate No: 570094794572

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CITY OF LAGO VISTA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE ADVISABILITY OF A PUBLIC IMPROVEMENT DISTRICT
FOR TURNBACK RANCH PUBLIC IMPROVEMENT DISTRICT

Notice is hereby given that the City Council of Lago Vista, Texas, will conduct a public hearing on September 21, , 2023, during the regular City Council Meeting beginning at 6:30 p.m. at 5803 Thunderbird Street, Lago Vista, Texas 78645, to accept public comments and discuss the petition by Turnback Development, L.L.C., a Nevada limited liability company (the "Owner"), to the City of Lago Vista, Texas (the "City"), for determining the advisability of creating a public improvement district for the Turnback Ranch Public Improvement District (the "District").

1. **General Nature of Authorized Improvements** – The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for development of the Property, which public improvements will include, but not be limited to, landscaping, irrigation, streets, roadway and bridge construction, offsite right-of-way acquisition, intersection improvements, water facilities and improvements, wastewater facilities and improvements, drainage facilities and improvements, detention and water quality ponds, stormwater mitigation features, park improvements, trails, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects. These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

2. **Estimated Costs** – The estimated cost to design, acquire, and construct the Authorized Improvements is $ 40,000,000.00 The foregoing estimate shall not limit or constrain the actual costs of the Authorized Improvements that may be financed by the District.

3. **Proposed Boundaries of the District** – The District is proposed to include the "Property," which is more particularly described and depicted in Exhibit "A" attached hereto.

4. **Proposed Method of Assessment** – The City shall levy an assessment on each tract within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefitted. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

5. **Proposed Apportionment of Cost Between the District and the City** – The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner. Notwithstanding the foregoing, it is anticipated that the City may request oversizing of the Authorized Improvements, in which case, the City shall be responsible for the cost of all such oversizing.

During the public hearing, any interested person may speak for or against the advisability of creating the District and the advisability of the Authorized Improvements to be made for the benefit of the Property within the District.

EXHIBIT "A"

The Property

That certain 241.541 acre tract of land described as "Tract I" in Special Warranty Deed dated January 4, 2008 and recorded in Document No. 2008002071, Official Public Records, Travis County, Texas.

AGENDA ITEM NO. 7

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Joe Crawford, City Attorney

SUBJECT: Discussion, consideration and action on third amendment to Restated Development Agreement for Tessera on Lake Travis.

BACKGROUND: This development agreement has gone through various iterations since it was first signed in 2009 for the tract formerly known as "Rodgers Ranch". As part of the 2021 amendment, the parties agreed to a certain phasing of utility improvements and the resulting availability of LUEs for the developer. Since the 2021 amendment, the City has learned that water pressure at the delivery point is not sufficient to conduct the flushing and chlorinating required to unconditionally accept such improvements and eventually certificates of occupancy built on phase 4A of the development.

The Development Agreement also provides that Hines may assign all or part of its obligations under the Development Agreement, subject to City Council approval which shall not be unreasonably withheld. The Developer has provided the attached partial assignment to Toll Southwest, LLC, a reputable contractor and subsidiary of Toll Brothers, Inc.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Staff recommends that the City Council approve this Third Amendment approving an assignment of interests under the Development Agreement and amending the Exhibits to reflect updated utility service schedule.

ATTACHMENTS:
3rd Amendment to Tessera RDA 8-10-23.pdf
Second Amendment to Restated DA for Tessera on Lake Travis [filed].pdf
Tessera Restated DA Aug17-12 executed.pdf
First Amendment to Restated Development Agreement Fully Executed.pdf
Part Assign of Dev Agrmt_AGREEMENT_20220203.pdf

THIRD AMENDMENT TO
RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS

THIS THIRD AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS ("**Third Amendment**") is made as of the ____ day of _____, 2023 (the "**Effective Date**") is entered into by and between HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("**Developer**"); and the City of Lago Vista, Texas, a municipal corporation (the "**City**"), acting by and through its duly authorized representative. Developer and the City may be referred to individually as a "**Party**" and are referred to collectively as the "**Parties**."

RECITALS:

A. Developer, Hines Lake Travis Land Limited Partnership ("**Hines LT Land**") and the City executed the Restated Development Agreement for Tessera on Lake Travis having an effective date of August 16, 2012 (herein **"Development Agreement**") regarding approximately 877 acres of land (the "**Property**" or "**Tessera**").

B. The Development Agreement identifies, among other things, the water and wastewater utility facilities Developer is obligated to construct and convey to the City for the provision of 2,030 LUEs of water and wastewater service to the Property ("**Developer Utility Improvements**").

C. The Development Agreement identifies, among other things, the water and wastewater utility facilities the City is obligated to construct for the provision of 2,030 LUEs of water and wastewater service to the Property ("**City Utility Improvements**").

D. Developer Utility Improvements and City Utility Improvements are referred to collectively as the "**Utility Improvements**."

E. The Development Agreement authorizes the development of the Property and the Utility Improvements in phases.

F. On November 3, 2016, the City and Hines executed the First Amendment to the Development Agreement which primarily amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibit "C" and "D" attached to the Development Agreement ("**First Amended Development Agreement**").

G. The First Amended Development Agreement constituted the First Request for a Specific Service Request and the City's response to the First Request for Specific Service Commitment pursuant to Article 6 of the Development Agreement.

H. Exhibit "C" attached the First Amended Development Agreement, divided the Property into three pressure zones and approved the Developer Utility Improvements required to provide water and wastewater service to each pressure zone.

I. In November 2021, Developer sold the approximately 52.617 acres of land within Phase 3C to Westin Homes and Properties, L.P. ("**Westin Homes**"). Pursuant to the Purchase and Sale Agreement for the 52.617 acres of land ("**Phase 3C Land**") and the Development Management Agreement between Hines Interests Limited Partnership, an affiliate of Developer (the "**Development Manager**"), and Westin Homes (the "**Westin Homes Documents**"), the Development Manager agreed to organize, coordinate, manage and administer the construction of the Phase 3C subdivision improvements. Pursuant to the Westin Homes Documents, the Developer has retained all rights to reimbursement for the costs to construct Phase 3C Authorized Improvements under the Improvement Area #2 Financing Agreement.

J. On December 16, 2021, the City, Developer, and Hines LT Land executed the Second Amendment to the Development Agreement ("**Second Amendment**") which amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibits "C" and "D" attached to the First Amended Development Agreement.

K. Exhibit "C" attached to the Second Amendment modified the master design of providing water and wastewater service to the Property by replacing the pressure plane approach in the First Amendment with a simpler Stage 1 and Stage 2 master design of off-site and on-site Developer Utility Improvements required for the delivery of 2,030 LUEs of water and wastewater service to the Property.

L. Exhibit "C" attached to the Second Amendment approved 631 LUEs of water and wastewater service to Stage 1.

M. The Second Amendment constituted the Second Developer Request for a Specific Service Request for the Stage 2 Developer Utility Improvements ("**Stage 2 Request**"). Exhibit "C" attached to the Second Amendment constitutes the City's response to the Stage 2 Request and the City's Specific Service commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property.

N. In February 2022, Hines LT Land and Developer sold approximately 262.478 acres comprising all the land within Phases 5 and 6 of Tessera to Toll Southwest, LLC ("**Toll Phase 5 and 6 Land**").

O. Concurrent with the conveyance of the 262-acres to Toll Southwest, LLC, Developer, Hines LT Land, and Toll Southwest, LLC executed the Partial Assignment of Development Agreement recorded in Document No. 2022021290, Official Public Records of Travis County, Texas ("**Phase 5 and 6 Partial Assignment**").

P. The Phase 5 and 6 Partial Assignment assigned to Toll Southwest, LLC the rights and interests under and to the Development Agreement that specifically pertain to the Toll Phase 5 and 6 Land, the rights to 711 LUEs for water and wastewater service connections under the Second Amended Development Agreement and all obligations with respect to the Toll Phase 5 and 6 Land, except as otherwise agreed upon among the parties to the Partial Assignment.

Q. After the February 2022 closing with Toll Southwest, LLC, Hines LT Land Limited Partnership no longer owned any developable land within the Property.

R. Developer has completed the construction of the Stage 1 Water and Wastewater Components of the Developer Utility Improvements described in **Exhibit "C"** and **Exhibit "D"** attached to this Third Amendment ("**Stage 1 Utility Improvements**"). Developer has conveyed to the City and the City has accepted ownership of the Stage 1 Utility Improvements.

S. Developer has completed the construction of the Stage 2, Phase 1 Water Improvements and other Developer Utility Improvements, as reflected in the attached **Exhibit "C**". The City performed pressure delivery readings after the execution of the Second Amendment and after substantial completion of the Stage 2 Phase 1 Developer Utility Water Improvements listed in **Exhibit "C"** by the Developer. Based on such readings, the City determined that the delivery water pressure was insufficient, absent additional improvements by the City and the Developer, to allow unconditioned acceptance of the Stage 2 Phase 1 Developer Utility Improvements and provide certificates of occupancy for 70 houses in Phase 4A. Developer is currently constructing the Stage 2 Phase 2 and Phase 3 Water Improvements described in **Exhibit "C"** attached to this Third Amendment.

T. The City previously authorized the design and construction of a 16" water line from the Bar K water Line to the 16" water line described in Stage 2, Phase 1.0 in the attached **Exhibit "C"** as a City Capital Improvement Plan project ("**16" City CIP Water Line**").

U. On July 20, 2023, the City Council authorized entering into a contract for the construction of 16" CIP Water Line. The City anticipates completion of construction and City acceptance of the 16" CIP Water Line before the end of 2023.

V. The City desires to amend the City Response to the Stage 2 Request, as stated in the Second Amendment.

W. The Parties wish to enter into this Third Amendment to the Development Agreement to obtain City approval of the Phase 5 and 6 Partial Assignment and to amend and update the design of the Utility Improvements required to provide a total of 2,030 LUEs of water service to the Property by replacing Exhibits "C" attached to the Second Amendment with **Exhibit "C"** attached hereto.

NOW, THEREFORE, in consideration of the above stated recitals and the execution and delivery of this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Development Agreement, as amended by the First Amendment unless a different definition is provided herein. The Development Agreement, as amended by the First Amendment is referred herein as the "**First Amended Development Agreement**." The First Amended Development Agreement, as amended by the Second Amendment is referred to herein as the "**Second Amended Development Agreement**." The Second Amended Development Agreement, as amended by this Third Amendment is referred herein as the "**Third Amended Development Agreement**."

2. Section 6.04(b) of the Second Amended Development Agreement is modified to read as follows:

6.04 General Service Commitment.

(b) The Parties agree that development of the Utility Facilities and Utility Services shall be organized and provided in multiple stages. The reservation of capacity for the subdivision plats recorded as of the effective date of this Third Amendment is 631 LUEs and the general service commitment for the balance of the Property is 1,399 LUEs."

4. Section 6.07(a) and (b) of the Second Amended Development Agreement are modified to read as follows:

"6.07 **Second and Subsequent Specific Service Commitments**.

(a) The Second Amendment constituted the Second Developer Request for a Specific Commitment of Service in the amount of 1,399 LUEs of water and wastewater service. This request is referred to as the "**Stage 2 Request**."

(b) This Third Amendment constitutes the City's Amended Response to the Stage 2 Request and constitutes the City's Amended Specific Service Commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property. The terms and conditions of the City's Amended Specific Service Commitment for 1,399 LUEs are set forth in **Exhibit "C"** attached to this Third Amendment."

5. **Replacement of Exhibit "C."** Exhibit "C" (Description of Water Concept Plan 2021 and Wastewater Concept Plan 2021) is hereby deleted in its entirety and replaced with the **Exhibit "C"** (Description of Water Concept Plan 2023 and Wastewater Concept Plan 2023 attached to this Third Amendment.

6. **Approval of Phase 5 and 6 Partial Assignment**. Pursuant to Section 9.01 of the Second Amended Development Agreement, the City hereby approves the Phase 5 and 6 Partial Assignment recorded in Document No. 2022021290, Official Public Records of Travis County, Texas.

7. Except as modified by this Third Amendment, the Second Amended Development Agreement remains in full force and effect. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the Parties executing this Third Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective as of _____, 2023.

CITY:

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2023 vote to authorize the acceptance of this dedication of the Easements.

_____

Ed Tidwell, Mayor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023 by Ed Tidwell, in his capacity as Mayor of the City of Lago Vista, Texas.

_____

Notary Public in and for
The State of Texas

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Nevada limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 2023.

_____
Notary Public-State of Texas

After recording, please return to:
Lucy Aldrich
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT "C"

DESCRIPTION OF WATER CONCEPT PLAN 2023 AND WASTEWATER CONCEPT PLAN 2023

This exhibit describes the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis ("**Tessera**"). The Utility Construction will be done in stages. The completed Stage 1 water and wastewater improvements will provide 631 LUE's of service to subdivision plats within Tessera that had been approved as of the effective date of the Second Amendment to the Development Agreement ("**Second Amendment**"). As long as Developers construct the necessary off-site Developer Utility Improvements and internal utility improvements necessary to provide 2,030 LUEs of water and wastewater service to Tessera, Developers may use the 2,030 water and wastewater LUE's in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Utility Improvements.

Basic Assumption:

Tessera has requested service for 2,030 water and wastewater LUE's from the City. Unless the City approves and authorizes additional LUE's of utility services for Tessera, the Developer Utility Improvements are limited to 2,030 water and wastewater LUE's of service.

WATER COMPONENTS

Stage 1 (631 LUE's)

The initial City water service to Tessera will be for 631water LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver water:

1.1 Construct + 9,000 L.F. of 12" High Density Poly Ethylene **("HDPE")** transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive. Improvement is complete.

1.2Construct + 8,000 L.F. of 14" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway. Improvement is complete.

1.3 Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City's discretion. Improvement is complete.

1.4Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building. Improvement is complete.

1.5 Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of

Brewer Lane and Deepwood Drive to the Paseo and Lohman GST Facility. Note: This water line must be in service prior to issuance of the 126th building permit in Tessera. Improvement is complete.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase 1 Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient water pressure to all areas and elevations of the Property are to be constructed in phases.

Phase 1-

1.0 Construct 9,400 L.F. of 16" PVC from existing Bronco GST to Tessera Pkwy. Improvement is complete.

1.1 Construct 1,000 L.F of 12" Pipe along Tessera Pkwy to serve Phase 4A subdivision plat. Improvement is complete.

Phase 2

2.0 Construct 150,000-gallon ground storage tank, two - 1,500 gpm pumps, chemical pump and storage building, meter vault and generator to fill elevated storage tank.

Note: The construction of the 16" City CIP Water Line will deliver sufficient water to Tessera to provide the additional 1,399 LUE's of water service to Tessera.

Phase 3– The Phase 3 Developer Utility Improvements will distribute the additional 1,399 LUE's of water service to the Phases of Tessera within the Stage 2 area.

3.0 Construct 1,600 L.F. of 16" PVC from Tessera Pkwy to elevated storage tank (EST) at location shown on Exhibit D-1. Improvement is complete.

3.1 Construct 600,000-gallon EST.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, 2.0, 3.0, and 3.1 above and the 16" City CIP Water Line will allow water service connections for the Phases 4A and 4B.

3.2 Construct 1,800 L.F. of 12" Pipe from EST to 12" main in Tessera Pkwy. Improvement is complete.

3.3 Construct 6,600 L.F. of 12" Pipe from Tessera Pkwy to serve Phase 2.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, and 3.3 above and the 16" City CIP Water Line will allow water service connections within Phase 2.

WASTEWATER COMPONENTS

The wastewater collection line design described below assumes that a) the wastewater improvements will be developed in stages coinciding with water improvement stages; and b) wastewater and water improvements will have comparable capacities. If Developers intend to reallocate the number of LUE's to another area of Tessera, the sizing and location of the internal wastewater lines will be re-evaluated.

Stage 1 (631 LUE's)

The initial City wastewater service to Tessera will be 631wastewater LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver wastewater:

1. Wastewater Treatment Plant improvements at plant headworks. Construct force main header to combine multiple force mains entering plant. Improvement is complete.

2. Cost participate in the amount of $173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View. Improvement is complete.

3. Initial lift station installed with Phase 1A subdivision. Improvement is complete.

4. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station. Improvement is complete.

5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road. Improvement is complete.

6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. Improvement is complete.

7. Construct low pressure wastewater force main at Lake crossing. Three – 6" HDPE Crossing under the lake were constructed. Improvement is complete.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient wastewater service to all areas and elevations of the Property are to be constructed in phases.

Phase 1 -Wastewater Service provided for 856 LUEs.

1.0 Construct 4,600 LF of 4" pressure sewer main from Phase 4 to existing Tessera lift station.

1.1 Upgrade existing onsite lift station to serve 856 LUE's.

1.2 Construct 15,000 LF of 12" force main from existing Tessera lift station to existing force main at Dawn Drive. Subject of approval by City Engineer, alternate designs may be submitted and approved. Project includes Turnback Cove lake crossing and removal of 6" existing force main in Surrey Lane. Entire width pavement replacement shall be done in areas where pipe installation is done within the existing roadway.

1.3 Connect new force main to existing 14" wastewater main.

Phase 2

2.0 Construct new second lift station to serve 1,174 LUE's at location shown on Exhibit D-2.

2.1 Construct 4,500 LF of 8" to 12" force main from new second lift station to existing Tessera lift station discharge pipe, connecting directly to previously installed 12" force main.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Dec 21, 2021 07:56 AM Fee: $98.00
2021277255
Electronically Recorded

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SECOND AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS

THIS SECOND AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS ("**Second Amendment**") is made as of the 16th day of December, 2021 (the "**Effective Date**") is entered into by and among HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("**Developer**") HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Texas limited partnership ("**Hines Lake Travis LP**"), (collectively "**Owners**"), and the City of Lago Vista, Texas, a municipal corporation (the "**City**"), acting by and through its duly authorized representative. Hines Lake Travis, L. P., Developer, and the City are referred to collectively as the "**Parties**."

RECITALS:

A. Owners and the City executed a Restated Development Agreement having an effective date of August 16, 2012 regarding approximately 877 acres of land owned by Owners (the "**Property**" or "**Tessera**");

B. The Restated Development Agreement ("**Development Agreement**") identifies, among other things, the water and wastewater utility facilities Owners are obligated to construct and convey to the City for the provision of 2,030 LUEs of water and wastewater service to the Property described in the Development Agreement ("**Developer Utility Improvements**");

C. The Development Agreement obligates the City to construct such improvements to the City Utility System as necessary for the provision of 2,030 LUEs of water and wastewater capacity ("**City Utility Improvements**");

D. The Development Agreement also sets out Utility Service Obligations which include general, specific and capacity commitments and further breaks down the specific service commitment as the First, Second, and Subsequent Specific Service Commitments; the timing of such specific service requests and commitments which are based on requested and developed LUEs by the Developer are also set forth ("**Specific Service Commitments");**

E. The First Amended Development Agreement constituted the First Request for a Specific Service Request and the City's response to the First Request for Specific Service Commitment.

F. On November 3, 2016, the City approved, and the Parties executed the First Amendment to the Development Agreement which primarily amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibit "C" and "D" attached to the Development Agreement ("**First Amendment**");

G. Since the effective date of the First Amendment, Developer has constructed the Stage 1 Water and Wastewater Components of the Developer Utility Improvements described in **Exhibit "C" and Exhibit "D"** attached to this Second Amendment.

H. In June, 2021, Developer submitted to the City subdivision construction plan applications for Phase 4A.

I. The City recently ran models on the City's water and wastewater systems based on installed Developer Utility Improvements and City Utility Improvements and has determined that (i) the existing Utility Improvements cannot provide water and wastewater service to land in the proposed Phase 4A subdivision plat; and (ii) the Utility Facilities necessary to provide water and wastewater service to the Property, as described in Exhibits "C" and "D" attached to the First Amendment, need to be amended; and

J. The Parties wish to enter into this Second Amendment to amend and update the design of the Utility Improvements required to provide a total of 2,030 LUEs of water and wastewater service to the Property by replacing Exhibits "C" and "D" attached to the First Amendment with **Exhibits "C" and "D"** attached hereto.

NOW, THEREFORE, in consideration of the above stated recitals and the execution and delivery of this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Development Agreement, as amended by the First Amendment unless a different definition is provided herein. The Development Agreement, as amended by the First Amendment is referred herein as the "**First Amended Development Agreement**." The Development Agreement, as amended by the First Amendment and this Second Amendment is referred to herein as the "**Second Amended Development Agreement**."

2. Section 6.01 of the Amended Development Agreement is modified to read as follow:

6.01 **Intent of the Parties Regarding Utility Services.** As of the Effective Date of this Second Amendment, the City has sufficient water and wastewater treatment capacity to allow service connections for a total of 2,030 LUEs water and wastewater service to Tessera. Since the completion of Water Treatment Plant #3, the City has sufficient water treatment capacity to meet all of the City's water service commitments for the full build out of Tessera and the City has sufficient wastewater treatment capacity to meet all of the wastewater service commitments for the full build out of Tessera pending the current wastewater treatment plant expansion. The City represents that the City has rights to sufficient raw water to meet the City's overall service obligations, including, providing 2,030 LUEs of water service to the Property in accordance with the terms of this Second Amended Development Agreement. The Parties acknowledge that Tessera will build out over a number of years and that the City may decide to incrementally construct additional treatment capacity over time. Developers acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand the City's utility system to enable the City to meet its utility service obligations under this Second Amended Development Agreement. Developers further acknowledge the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Second Amended Development Agreement. The City acknowledges that Developers require certainty regarding the City's plans for meeting the City's utility service obligations under this Second Amended Development

Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations, including the provision of Utility Service to Tessera in accordance with the terms of this Second Amended Development Agreement. The Parties acknowledge that the delivery of an operational Utility Improvement to the City can require two or more years of planning, engineering and construction. The Parties further acknowledge the delivery of an operational Utility Improvement requires a significant financial investment.

3. Section 6.04(b) of the First Amended Development Agreement is modified to read as follows:

6.04 General Service Commitment.

(b) The Parties agree that development of the Utility Facilities and Utility Services shall be organized and provided in multiple stages. The general service commitment for the subdivision plats approved as of the effective date of this Second Amendment is 500 LUEs and the general service commitment for the balance of the Property is 1,530 LUEs.

4. Section 6.05 of the First Amended Development Agreement is modified to read as follows:

6.05 First Specific Service Commitment.

(a) The First Amended Development Agreement constituted the First Developer Request For Specific Commitment of Service in the amount of 500 LUEs of water and wastewater service. Such request was originally referred to as the Lower Pressure Plane Request but is now referred to as "**Stage 1**" in the attached **Exhibit "C".**

(b) The First Amended Development Agreement constituted the City Response to the First Developer Request For Specific Service Commitment and constituted the City's Specific Service Commitment for 500 LUEs of water and wastewater service connections within the portion of the Property that can be served by the Stage 1 Utility Improvements.

5. Section 6.07 of the First Amended Development Agreement is modified to read as follows:

6.07 **Second and Subsequent Specific Service Commitments.**

(a) This Second Amendment constitutes the Second Developer Request for a Specific Commitment of Service in the amount of 1,530 LUEs of water and wastewater service. This request is referred to as the "**Stage 2 Request**".

(b) This Second Amendment constitutes the City Response to the Stage 2 Request and constitutes the City's Specific Service Commitment for 1,530 LUEs of water and wastewater service connections within the balance of the Property.

(c) No change from First Amended Development Agreement.

(d) No change from First Amended Development Agreement.

(e) No change from First Amended Development Agreement.

(f) No change from First Amended Development Agreement.

6. Section 6.10 of the First Amended Development Agreement is modified to read as follows:

6.10 **Utility Facilities Defined and Described.** The Stage 2 Utility Facilities are the water and wastewater facilities listed and described in the attached **Exhibit "C"** and shown further in the attached **Exhibit "D1"** for water and **Exhibit "D2"** for wastewater. A specific, individual water and wastewater improvement is referred to as a "**Utility Improvement.**" The specific water improvements that must be accepted by the City before the City will allow water service connections to land within a particular portion of the Property are described in the attached **Exhibit "C"**. The Parties have negotiated the general alignment and size of the Stage 2 Developer Utility Improvements and the location of other Utility Improvements, as described in **Exhibit "C"** and shown on the maps attached hereto as **Exhibit "D1"and Exhibit "D2"**.

7. Section 6.11 of the First Amended Development Agreement is modified to read as follows:

6.11 **Approval of Utility Improvement Design.** The City hereby approves the schematic design, sizing, location and route of the Stage 2 Developer Utility Improvements, as described in **Exhibit "C"** and shown on the maps attached hereto as **Exhibit "D1"and Exhibit "D2"**, as being adequate for the delivery of an additional 1,530 water and wastewater LUEs to the Property. The construction plans and specifications for the construction of a Developer Utility Improvement must be approved by the City. At any time prior to commencement of the design of the construction plans and specifications for a Developer Utility Improvement, the City may request modifications to a Utility Improvement described in **Exhibit "C"** and shown on the maps attached hereto as **Exhibit "D1"and Exhibit "D2"** to better facilitate the City's provision of Utility Services to the Property. If the City requests a modification to **Exhibit "C"** and either **Exhibit "D1" or Exhibit "D2"**, the Parties shall the consider costs and delays of the requested modification and shall negotiate in good faith to reach an agreement on any proposed modification to **Exhibit "C"** and **Exhibit "D1" or Exhibit "D2".**

8. Section 6.12 of the First Amended Development Agreement is modified to read as follows:

6.12 **Utility Improvement Construction Obligations.**

(a) **Developers.** The Developer Utility Improvements that Developer shall construct are described in the attached **Exhibit "C"**. Upon the construction of all of the Developer Water Utility Improvements listed under Stage 2 as Phase 1, Phase 2, and Phase 3 in the attached **Exhibit "C" and Exhibit "D1"** and the City's acceptance of said Developer Water Utility Improvements, Developers' rights to 2,030 LUEs of water service shall be Vested under State Law. The Developer Water Utility Improvements listed under Stage 2, Phase 3 in the attached **Exhibit "C" and Exhibit "D1"** are necessary only for the distribution of utility services and for pressure maintenance within the Property and for meeting fire flow requirements within the Property. Upon the construction of all of the Developer Wastewater Utility Improvements listed under Stage 2, Phases 1- 3 in the attached **Exhibit "D2"** and the City's acceptance of said Developer Wastewater Utility Improvements, Developers' rights to 2,030 LUEs of wastewater service shall be Vested

under State Law.

(b) **City.** Subject to Developers compliance with Section 4.02 and this Article 6, the City is obligated to construct the City Utility Improvements in accordance with the terms of this Second Amended Development Agreement. The City shall be solely responsible for the construction and installation of the City Utility Improvements.

9. Section 6.18 of the First Amended Development Agreement is modified by renumbering Section 6.18 into subsections (a) and (b) to read as follows:

6.18 **Use of City Property and Easements.**

(a) The City hereby consents, at no cost to the Developers, to the use of any and all appropriate and available City rights-of-way, City owned land, sites, and easements that may be reasonably necessary to construct a Developer Utility Improvement, or for the Developers to perform their respective obligations under this Second Amended Development Agreement; provided, however, that the City's consent is subject to City approval of the location of a Developer Utility Improvement within rights-of-way and easements based on the avoidance of utility facilities existing in such rights-of-way and easements. The location of any Developer Utility Improvements described in the attached **Exhibit "D1"** on City property other than the City rights-of-way and easements shall be at the discretion of the City Engineer. The City hereby consents to and approves the location and route of the 16" water line labeled as W 1.4 as shown on the attached **Exhibit "D1"** across City owned land. Developers have secured the dedication to the City of the Public Utility Easement recorded in Document No. 2011176460, Official Public Records of Travis County, Texas **("PUE").** The City agrees that it will reserve and allocate sufficient space within the PUE for wet and dry utility lines necessary to serve the Property, including, electric, telephone, gas, cable, water and wastewater. The City agrees to cooperate and support Developers' acquisition of necessary easements from third parties.

(b) The City agrees to cooperate and support Developers' efforts to obtain permits, approvals, clearances, or mitigation from Travis County, (other than the City), state, federal and any other governmental entities (**"Third-Party Permits"**) necessary to construct a Developer Utility Improvement on, in, or across City owned land and easements. The City's cooperation and support with respect to Third-Party Permits will be at no cost to the City. Developers will pay all costs for obtaining such Third-Party Permits. The City hereby authorizes the City Manager to sign all applications and other documents required to obtain the Third-Party Permits.

*****

10. **Replacement of Exhibit "C" and "D".** Exhibit "C" (Description of Utility Facilities) and Exhibit "D" (Water System and Water Facilities - Map of Water and Wastewater Lines and the Location of Other Utility Improvements) attached to the First Amended Development Agreement are hereby deleted in their entirety and replaced with revised **Exhibit "C" Description of Water Concept Plan 2021 and Wastewater Concept Plan 2021** and **Exhibit "D1" Water Concept Plan 2021 and Exhibit "D2" Wastewater Concept Plan 2021** attached to this Second Amendment and dated as the 2021 Revisions.

11. Except as modified by this Second Amendment, the First Amended Development Agreement remains in full force and effect. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the Parties executing this Second Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective as of December 16, 2021.

CITY:

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

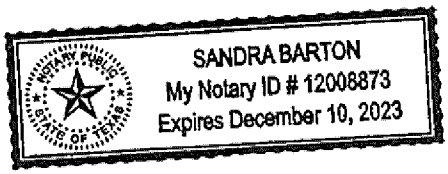
The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on Dec. 16, 2021 vote to authorize the acceptance of this dedication of the Easements.

Ed Tidwell

Ed Tidwell, Mayor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Dec. 16, 2021 by Ed Tidwell, in his capacity as Mayor of the City of Lago Vista, Texas.



Sandra Barton

Notary Public in and for
The State of Texas

HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December 17, 2021 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of December 2021.

_____
Notary Public-State of Texas

LORRIE KURRUS
Notary Public
STATE OF TEXAS
ID# 12694975-7
My Comm. Exp. July 3, 2025

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Nevada limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

DL By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December 17, 2021 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of December 2021

_____
Notary Public-State of Texas

LORRIE KURRUS
Notary Public
STATE OF TEXAS
ID# 12694975-7
My Comm. Exp. July 3, 2025

After recording, please return to:
Sandra Barton,
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT "C"

DESCRIPTION OF DESCRIPTION OF WATER CONCEPT PLAN 2021
AND
WASTEWATER CONCEPT PLAN 2021

"Exhibit C"
DESCRIPTION OF WATER CONCEPT PLAN 2021
AND
WASTEWATER CONCEPT PLAN 2021

This exhibit will lay-out the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis ("**Tessera**"). The Utility Construction will be done in stages. The completed Stage 1 water and wastewater improvements will provide 631 LUE's of service to subdivision plats within Tessera that had been approved as of the effective date of the Second Amendment to the Development Agreement ("**Second Amendment**"). As long as Developers construct the necessary off-site Developer Utility Improvements and internal utility improvements necessary to provide 2,030 LUEs of water and wastewater service to Tessera, Developers may use the 2,030 water and wastewater LUE's in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Utility Improvements.

Basic Assumption:

Tessera has requested service for 2,030 water and wastewater LUE's from the City. Unless the City approves and authorizes additional LUE's of utility services for Tessera, the Developer Utility Improvements are limited to 2,030 water and wastewater LUE's of service.

WATER COMPONENTS

Stage 1 (631 LUE's)

The initial City water service to Tessera will be for 631water LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver water:

1. Construct + 9,000 L.F. of 12" High Density Poly Ethylene (**"HDPE"**) transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive. Improvement is complete.

2. Construct + 8,000 L.F. of 14" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway. Improvement is complete.

3. Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City's discretion. Improvement is complete.

4. Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building. Improvement is complete.

5. Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of Brewer

Lane and Deepwood Drive to the Paseo and Lohman GST Facility. Note: This water line must be in service prior to issuance of the 126th building permit in Tessera. Improvement is complete.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase 1 Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient water pressure to all areas and elevations of the Property are to be constructed in phases.

Phase 1- will provide additional 70 LUE's of water service.

1.0 Construct 9,400 L.F. of 16" PVC from existing Bronco GST to Tessera Pkwy.

1.1 Construct 1,000 L.F of 12" Pipe along Tessera Pkwy to serve Phase 4A subdivision plat.

Note: Construction of water improvements 1 & 2 above will allow water service connections for approximately 70 lots in the Phase 4A subdivision plat.

Phase 2

2.0 Construct 150,000 gallon ground storage tank, two - 1,500 gpm pumps, chemical pump and storage building, meter vault and generator to fill elevated storage tank.

Phase 3– will distribute the additional 1,329 LUE's of water service to Tessera.

3.0 Construct 1,600 L.F. of 16" PVC from Tessera Pkwy to elevated storage tank (EST) at location shown on Exhibit D-1.

3.1 Construct 600,000 gallon EST.

3.2 Construct 1,800 L.F. of 12" Pipe from EST to 12" main in Tessera Pkwy.

3.3 Construct 6,600 L.F. of 12" Pipe from Tessera Pkwy to serve Phase 2.

Note: Final route water improvements 3.2 and 3.3 above have alternate alignments, as shown on Exhibit D-1. Final route and alignment of water improvement 3.2 & 3.3 shall be coordinated with future Phase 5 and Phase 6 subdivision plats and rights-of-way configurations.

WASTEWATER COMPONENTS

The wastewater collection line design described below assumes that a) the wastewater improvements will be developed in stages coinciding with water improvement stages; and b) wastewater and water improvements will have comparable capacities. If Developers intend to reallocate the number of LUE's to another area of Tessera, the sizing and location of the internal wastewater lines will be re-evaluated.

Stage 1 (631 LUE's)

The initial City wastewater service to Tessera will be 631wastewater LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver wastewater:

1. Wastewater Treatment Plant improvements at plant headworks. Construct force main header to combine multiple force mains entering plant. Improvement is complete.

2. Cost participate in the amount of $173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View. Improvement is complete.

3. Initial lift station installed with Phase 1A subdivision. Improvement is complete.

4. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station. Improvement is complete.

5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road. Improvement is complete.

6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. Improvement is complete.

7. Construct low pressure wastewater force main at Lake crossing. Three – 6" HDPE Crossing under the lake were constructed. Improvement is complete.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient wastewater service to all areas and elevations of the Property are to be constructed in phases.

Phase 1 -Wastewater Service provided for 856 LUEs.

1.0 Construct 4,600 LF of 4" pressure sewer main from Phase 4 to existing Tessera lift station.

1.1 Upgrade existing onsite lift station to serve 856 LUE's.

1.2 Construct 15,000 LF of 12" force main from existing Tessera lift station to existing force

main at Dawn Drive. Subject to approval by City Engineer, alternate designs may be submitted and approved. Project includes Turnback Cove lake crossing and removal of 6" existing force main in Surrey Lane. Entire width pavement replacement shall be done in areas where pipe installation is done within the existing roadway.

1.3 Connect new force main to existing 14" wastewater main.

Phase 2

2.0 Construct new second lift station to serve 1,174 LUE's at location shown on Exhibit D-2.

2.1 Construct 4,500 LF of 8" to 12" force main from new second lift station to existing Tessera lift station discharge pipe, connecting directly to previously installed 12" force main.

EXHIBIT "D1"

WATER CONCEPT PLAN 2021

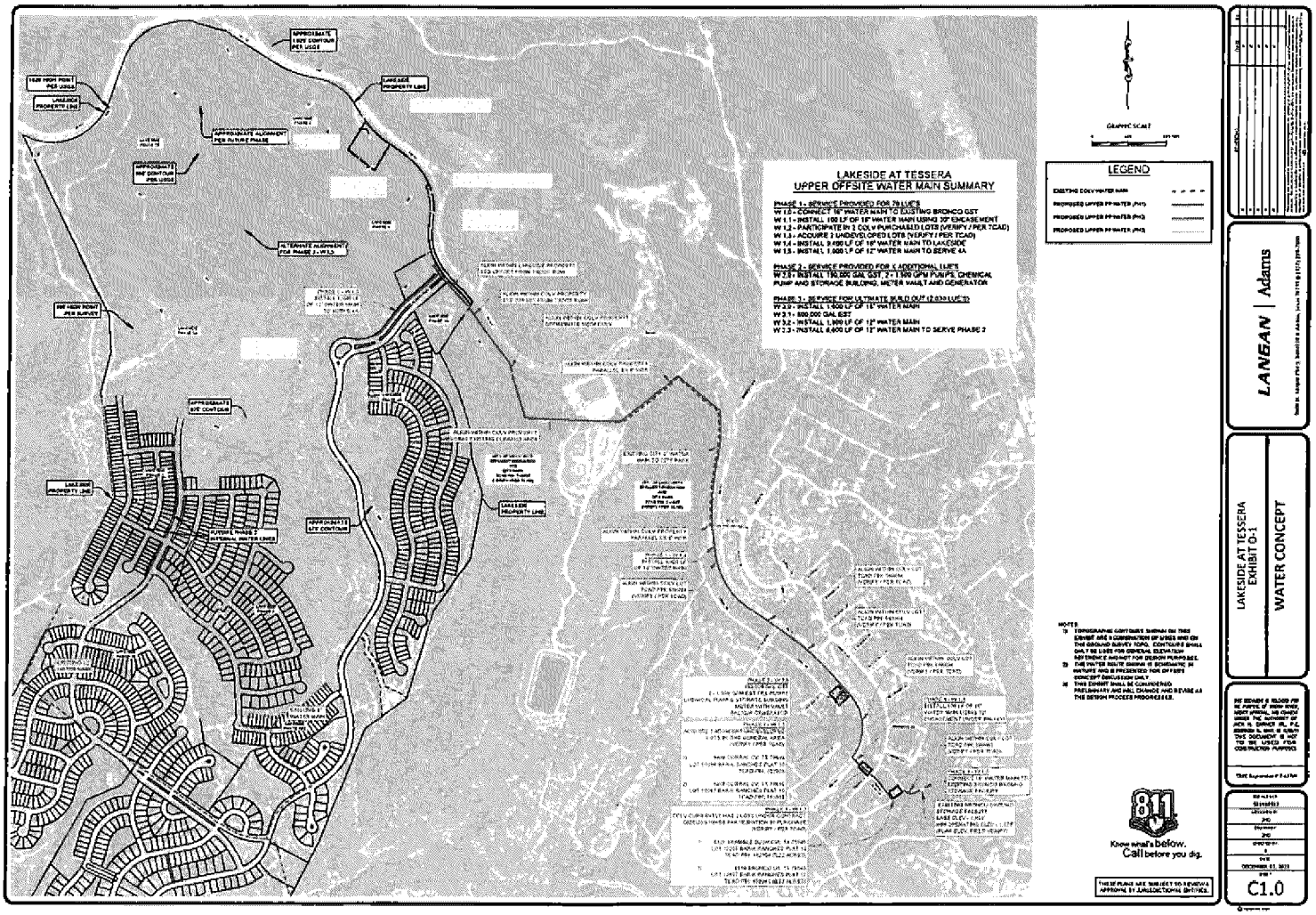
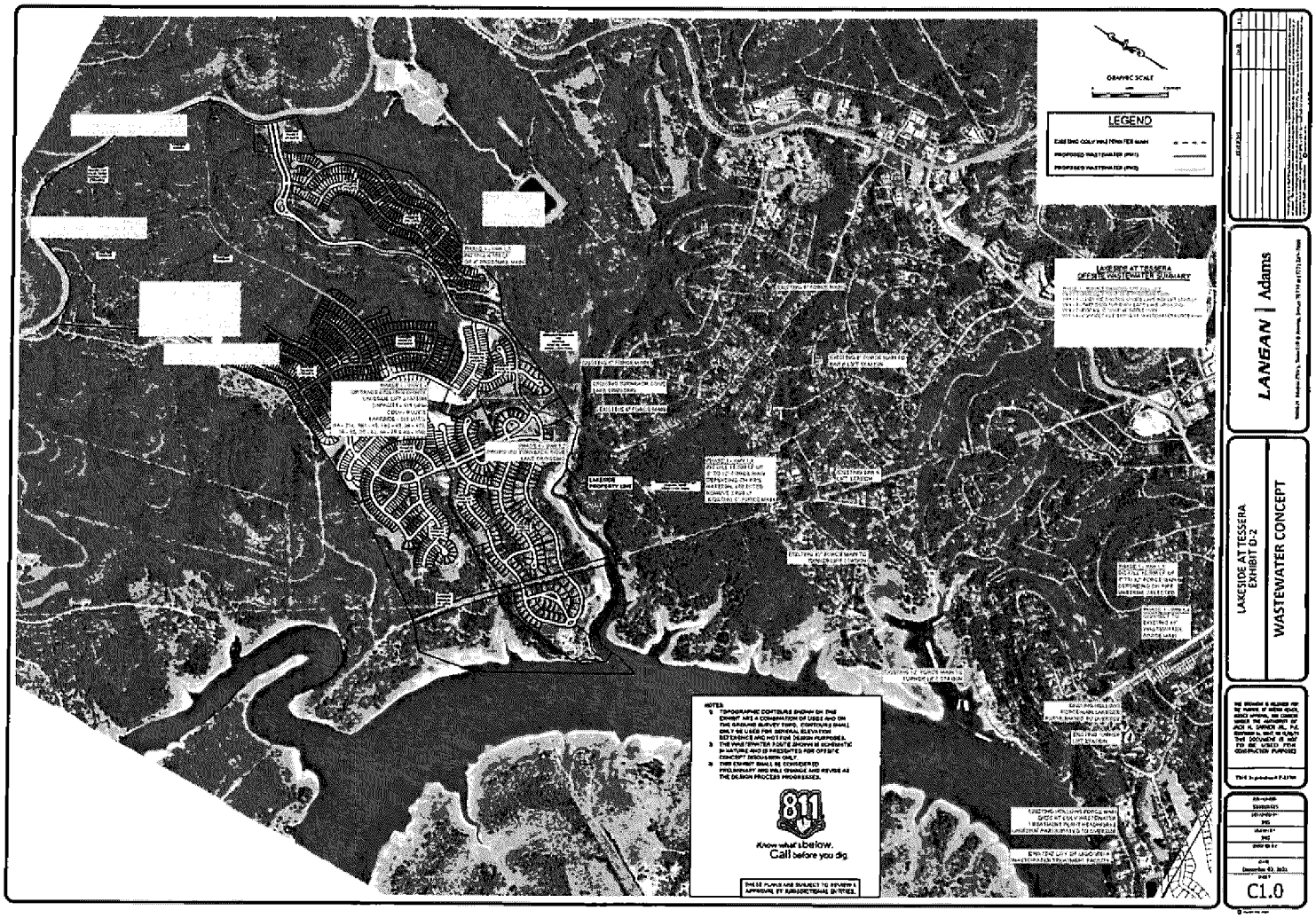

LAKESIDE AT TESSERA
UPPER OFFSITE WATER MAIN SUMMARY
PHASE 1 - SERVICE PROVIDED FOR 78 LUE'S
W 1.0 - CONNECT 16" WATER MAIN TO EXISTING BRONCO EST
W 1.1 - INSTALL 100 LF OF 16" WATER MAIN USING 20' ENCASEMENT
W 1.2 - PARTICIPATE IN 2 DOLV PURCHASED LOTS (VERIFY / PER TCAD)
W 1.3 - ACQUIRE 3 UNDEVELOPED LOTS (VERIFY / PER TCAD)
W 1.4 - INSTALL 9,400 LF OF 16" WATER MAIN TO LAKESIDE
W 1.5 - INSTALL 1,000 LF OF 12" WATER MAIN TO SERVE 4A
PHASE 2 - SERVICE PROVIDED FOR 4 ADDITIONAL LUE'S
W 2.0 - INSTALL 150,000 GAL EST, 2 - 1,500 GPM PUMPS, CHEMICAL PUMP AND STORAGE BUILDING, METER VAULT AND GENERATOR
PHASE 3 - SERVICE FOR ULTIMATE BUILD OUT (2,039 LUE'S)
W 3.0 - INSTALL 1,500 LF OF 16" WATER MAIN
W 3.1 - 500,000 GAL EST
W 3.2 - INSTALL 1,900 LF OF 12" WATER MAIN
W 3.3 - INSTALL 4,400 LF OF 12" WATER MAIN TO SERVE PHASE 2
LEGEND
GRAPHIC SCALE
Know what's below.
Call before you dig.
LANGAN | Adams
LAKESIDE AT TESSERA
EXHIBIT D-1
WATER CONCEPT
C1.0

EXHIBIT "D2"

WASTEWATER CONCEPT PLAN 2021


GRAPHIC SCALE
LEGEND
LAKESIDE AT TESSERA
OFFSITE WASTEWATER SUMMARY
NOTES
811
Know what's below.
Call before you dig.
LANGAN | Adams
LAKESIDE AT TESSERA
EXHIBIT D-2
WASTEWATER CONCEPT
C1.0

RESTATED DEVELOPMENT AGREEMENT

FOR

TESSERA ON LAKE TRAVIS

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STATE OF TEXAS §

COUNTY OF TRAVIS §

RESTATED DEVELOPMENT AGREEMENT

FOR

TESSERA ON LAKE TRAVIS

This Restated Development Agreement for Tessera on Lake Travis is made by and among the **CITY OF LAGO VISTA, TEXAS**, a home rule city and municipal corporation (the "**City**") and **HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP**, a Texas limited partnership (the "**Hines Lake Travis**") and **HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP**, a Texas limited partnership (the "**Hines Lake Travis II**") collectively referred to as "**the Parties**". Hines Lake Travis and Hines Lake Travis II are herein referred to collectively as "**Developers**."

RECITALS

WHEREAS, in 2007, Hines Lake Travis purchased approximately 877 acres in Travis County, Texas, more particularly described in **Exhibit "A"** here attached and incorporated for all purposes (the "**Property**") located in the extra-territorial jurisdiction of City ("ETJ").

WHEREAS, on April 17, 2008, the City approved a Development and Annexation Agreement for Rodger's Ranch (the" **Agreement**").

WHEREAS, on May 7, 2009, City and Hines Lake Travis entered into the First Amendment to the Development Agreement for Rodgers Ranch" ("**First Amendment**"). The Agreement, as amended by the First Amendment, is referred to as the "**Amended Agreement**."

WHEREAS, Hines Lake Travis and the City entered into the Agreement pursuant to State Law (defined below).

WHEREAS, pursuant to the Amended Agreement, the City Council annexed the Property into the corporate boundaries of the on November 19, 2009.

WHEREAS, on December 17, 2009, the City adopted Ordinance 09-12-17-01 which established a PDD Zoning District for the Property, as amended by Ordinance 12-07-19-01 ("**PDD Zoning Ordinance**");

WHEREAS, on December 22, 2010, Hines Lake Travis conveyed to Hines Lake Travis II approximately 172.989 acres of the Property by that one certain Limited General

Warranty Deed recorded in Document No. 2010193060, Official Public Records of Travis County, Texas ("**Hines Lake Travis II Property**");

WHEREAS, the City approved the form of the assignment of Hines Lake Travis' rights and obligations under the Amended Agreement to the Hines Lake Travis Property to Hines Lake Travis II.

WHEREAS, on May 19, 2011 the City Council approved the Second Amended and Restated Development and Annexation Agreement for Rogers Ranch ("**Second Amended Agreement**") which incorporated and replaced all prior agreements regarding the annexation and development of the Project.

WHEREAS, on May 11, 2012, Developers filed a petition with the City requesting the creation of the Tessera on Lake Travis Public Improvement District for the Project ("**PID**");

WHEREAS, the Parties desire to amend the Second Amended Agreement to restate the Second Amended Agreement, hereinafter to be referred to as the "**Restated Agreement**."

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

1. PURPOSES, TERM AND CONSIDERATION

1.01 **Purpose**. This Restated Agreement modifies, amends and replaces the Second Amended Agreement.

1.02 **Authority**. Authority for the Developers and the City to enter into this Restated Agreement exists under The City Charter of the City, Article III, Section 52-a of the Texas Constitution; *Chapt. 212, Subchapter G, Tex. Local Gov't Code*, ("*Subchapter G*"); *Chapt. 43, Subchapter A, Tex. Local Gov't Code*, ("*Chapter 43*"), *Chapt. 245, Tex. Local Gov't Code*, ("*Chapter 245*"), *Chapter 395, Tex. Local Gov't Code* ("*Chapter 395*") and such other statutes as may be applicable.

1.03 **Municipal Planning**. The City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City. The City finds development agreements to promote master-planned communities, such as Tessera, are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area. The Parties agree that the extension of centralized utilities to new developments provides superior environmental protections than those available from individual water wells and septic systems.

1.04 **Project Defined**. The Project established by the Agreement includes a master-planned, residential subdivision that may include single family lots, condominium sites, multi-family sites, amenity area(s) with recreational facilities, public parks, a day dock and a dry-stacked boat storage facility, space for civic uses and future commercial development sites along F.M. 1431. The Project, includes, the subdivision of the Property, the construction of off-site and on-site utility facilities and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, the construction of intersection improvements on FM 1431 and other infrastructure adequate for the development of the Project consistent with this Restated Agreement and the Applicable Rules ("**Project**"). The Project may include multiple phases for platting and construction purposes. The Project also includes the Utility Facilities (defined below). The Development Plan attached to the Agreement, Amended Agreement and Second Amended Agreement were and are conceptual pictorial depictions of the Project; provided, however, that said depictions do not define the Project for purposes of Vesting. The Developers intend to develop the Property under the name *Tessera on Lake Travis* ("**Tessera**") and when used in this Restated Agreement, *Tessera* shall mean and include the Project.

1.05 **Benefits.**

(a) The City desires to enter into this Restated Agreement to provide additional control to the development standards for the Property, to facilitate the development of the Project to enhance its tax base by the timely performance of the City's obligations hereunder, and to address certain contingencies if the City Council approves the PID.

(b) This Restated Agreement provides: (i) for the uniform review and approval of plats and development permits for the Project; (ii) alternative standards under certain City ordinances for the benefit of the Project; (iii) the City's commitment to provide water and wastewater service to Tessera; (iv) the terms for the financing and construction of Utility Facilities and Subdivision Infrastructure necessary for the development of the Project; and (v) judicially enforceable obligations of the City with respect to the City's provision of water and wastewater service to the Property in accordance with the terms of this Restated Agreement. The City's execution of this Restated Agreement constitutes a valid and binding obligation of the City under State Law. Developers' execution of this Restated Agreement constitute a valid and binding obligation of Developers. The City acknowledges that Developers are, in making its decision to commit substantial resources and money to develop the Project, acting in reliance upon the City's representation that the City has the legal authority under State law to enter into this Restated Agreement and perform the City's obligations under this Restated Agreement and that City will timely perform its obligations under this Restated Agreement. The Developers also acknowledge the City is to committing substantial resources and financing to meet the City's obligations under this Restated Agreement, including the timely provision of water and wastewater service to Tessera.

(c) The Developers, their grantees, successors and assigns, will benefit from the development certainty provided by this Restated Agreement, the substantial commitments of

the City with respect to financing and providing a potable water supply, and the certainty that municipal services, including adequate utility improvements and connections to the City utility system sufficient to serve the Project when requested by Developers.

(d) The Parties desire to simplify the operation and interaction among this Restated Agreement (including the Tessera Development Plan), the PDD Zoning Ordinance, the Applicable Rules and the City Rules.

1.06 **Consideration**. The benefits to the Parties set forth in the Recitals and herein, plus the mutual promises expressed herein, are good and valuable consideration for this Restated Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.07 **Term**. The term of this Restated Agreement will commence on the Effective Date and continue for twenty five (25) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the "**Term**"). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement among the Developers and the City.

2. DEFINITIONS

2.01 **Agreement**. The Development and Annexation Agreement for Rodgers Ranch between the City and Developer approved by the City on April 17, 2008 and having an effective date of May 7, 2009.

2.02 **Applicable Rules**. City ordinances, rules, and regulations: a) in effect and made applicable to the Project as of May 7, 2009, limited only to the extent that such ordinances, rules, and regulations are subject to vesting under State Law; b) specifically modified in their application to the Project by this Restated Agreement; c) the PDD Development Plan; d) to the extent any City Rules are not Vested to May 7, 2009, City Rules as modified from time to time shall apply to the Project and Property; e) the LCRA Highland Lakes Water Quality Ordinance in effect on May 7, 2009; and (f) state and federal law.

2.03 **City**. The City of Lago Vista, Texas, a Texas home rule city with a Council/City Manager form of government.

2.04 **City Manager**. The city manager of Lago Vista, Texas.

2.05 **City Council**. The city council of Lago Vista, Texas.

2.06 **City Engineer**. The engineer for Lago Vista, Texas or an entity assigned to perform the duties thereof with respect to Tessera.

2.07 **City Improvements**. The additional water and wastewater treatment capacity and utility improvements, if any, that the City is obligated to construct for the City to provide

2,030 LUEs of water and wastewater service to the Property, in accordance with the terms of this Restated Agreement.

2.08 **City Rules**. The entirety of the City's ordinances, rules and duly adopted regulations, as amended form time to time.

2.09 **City Utility Service Plan**. See Section 6.06.

2.10 **Construct and Construction**. To form by combining materials or parts. To build. The way in which a thing is formed or constructed.

2.11 **Developer(s).** Hines Lake Travis Land Limited Partnership, a Texas limited partnership and Hines Lake Travis Land II Limited Partnership, a Texas limited partnership, and their respective grantees, successors and assigns.

2.12 **Developer Improvements**. The Utility Improvements described in Article 6 and the attached **Exhibit "C"** that Developers are obligated to construct and convey to the City at no cost and that are necessary for the City to deliver 2,030 LUEs of water and wastewater service to the Property.

2.13 **Effective Date**. August 16, 2012.

2.14 **Living Unit Equivalent or LUE.** Living Unit Equivalent or LUE shall have the meaning as defined in City Ordinance No. 09-06-04-01.

2.15 **Lot.** A parcel of land described by a subdivision plat recorded in the Official Public Records of Travis County, Texas

2.16 **Parties**. The City of Lago Vista, Hines Lake Travis Land Limited Partnership, a Texas limited partnership, and Hines Lake Travis Land II Limited Partnership, a Texas limited partnership.

2.17 **PDD Development Plan**. The development standards, permitted uses, regulations, limitations set forth in the PDD Zoning Ordinance and exhibits attached thereto adopted by the City Council on July 19, 2012 and as hereafter may be amended from time to time.

2.18 **PDD Map**. The map attached to and part of the PDD Development Plan.

2.19 **Permitted Uses**. Land uses and limitations thereon set forth in the PDD Development Plan.

2.20 **Planning and Zoning Commission**. The duly appointed Planning and Zoning Commission of the City.

2.21 **Pressure Plane**. One of the three water pressure planes ("Lower Pressure Plane" "Middle Pressure Plane" or "Upper Pressure Plane") within Tessera described by elevation in the attached **Exhibit "C".**

2.22 **Project Approvals**. All approvals, variances, and waivers by the City that are necessary or required for the development of the Project, including, the PDD Zoning Ordinance, preliminary plats, final plats, site plans, development permits, this Restated Agreement and other future regulatory approvals issued by the City.

2.23 **Project Phase 1**. A portion of the Property not to exceed 263 acres, more or less, as depicted in the attached **Exhibit "E."**

2.24 **Property**. The 877 acres of land, more or less, in Travis County, Texas, described on the attached **Exhibit "A".**

2.25 **Public Improvement District, or PID**. The Tessera on Lake Travis Public Improvement District that the City may approve as authorized by Chapter 372, Texas Local Government Code.

2.26 **State Law**. The laws of the State of Texas duly adopted, including but not limited to the City Charter of the City, *Chapter 245, Texas Local Government Code, Chapter 43, Texas Local Government Code,* Chapter 212, *Subchapter G, Texas Local Government Code, Chapter 395, Local Government Code, and Chapter 380, Texas Local Government Code.* In the event of a conflict between this Restated Agreement and State Law, State Law shall control. In the event of a conflict between this the City Charter and State Law, State Law shall control.

2.27 **Subdivision Infrastructure**. All streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property to be constructed by Developers and dedicated and conveyed to the City at no cost to the City. The term includes the construction of intersection improvements on FM 1431, a portion of which will be owned and operated by the Texas Department of Transportation. The term does not include Developer Improvements described in Article 6.

2.28 **Tessera Development Plan**. The development standards, permitted uses, regulations, limitations set forth in the attached **Exhibit "B"**, which constitutes a plan for development under State Law.

2.29 **Tessera Development Plan Map**. The map attached to and part of the Tessera Development Plan that depicts a conceptual layout of the Project of the Property.

2.30 **Utility Facilities**. The water and wastewater improvements described in Article 6 and in the attached **Exhibit "C".**

2.31 **Utility Facilities Phase or UF Phase**. The water and wastewater improvements grouped into a particular phase, as described in the attached **Exhibit "C"**.

2.32 **Utility Improvement**. A specific, individual water or wastewater improvement(s) associated with a particular Utility Facilities Phase, as described in the attached **Exhibit "C".**

2.33 **Utility Services**. Sufficient water and wastewater services delivered to the Property to allow water meters and service connections for buildings located within the Property.

2.34 **Vest, Vested or Vested Rights**. Means the legal entitlements pursuant to State Law to develop the Project subject to the terms of this Restated Agreement and the Applicable Rules. Such entitlements shall, under no circumstances, extend to a purchaser or owner of a subdivided lot after the City has issued a certificate of occupancy to occupy a building on the subdivided lot.

2.35 **Vesting Date**. The Vesting Date for all purposes shall be the May 7, 2009.

3. REGULATORY CERTAINTY

3.01 **Applicable Rules**. During the Term of this Restated Agreement the Applicable Rules will apply to and govern the requirements for: (a) subdividing and recording final plats; (b) the Permitted Uses; (c) development of the Property; (d) amendments to the PDD Development Plan; and (e) replats. Except as otherwise provided in this Restated Agreement, no City regulations adopted after May 7, 2009 that amend, add to, or alter the Applicable Rules, whether by means of an ordinance, resolution, policy, order, or otherwise, will modify or amend the rights of the Developers to develop the Property as provided in this Restated Agreement, unless (a) mandated by State Law; (b) Developers elect, at their discretion, to have all or some of the Project become subject to a subsequently adopted change to an Applicable Rule; or (c) the application of the amended, added or altered Applicable Rules is agreed to, in writing, by Developers and the City. The City's review and action upon permit applications by Developers with respect to plats and other Project Approvals, that are compliant with this Restated Agreement, will not be unreasonably conditioned, withheld or delayed. If there is any conflict between the Applicable Rules excluding the PDD Development Plan, and the specific terms of this Restated Agreement, the specific terms of this Restated Agreement will control as State Law allows. If there is a conflict between the terms of this Restated Agreement and, excluding the PDD Development Plan, any of the exhibits attached hereto, the terms of this Restated Agreement shall control. If the Developer(s) record a final plat of any phase or section of the Project, the rights, duties and obligations of the Developers pursuant to this Restated Agreement and the Applicable Rules shall, with respect to such section or phase, survive the termination of this Restated Agreement. Developer(s) reserve the right to make application for and, as appropriate, obtain approval to re-plat any portion of the Property without loss of Vested Rights, provided neither

State Law nor this Restated Agreement otherwise limits the right to re-plat. So long as this Restated Agreement remains in effect, re-platting complying with this Section shall be deemed controlled by the Applicable Rules as if the same were an original platting under the terms of this Restated Agreement.

3.02 **Tessera Development Plan**. The development plan attached hereto as **Exhibit "B"** and incorporated herein for all purposes was previously referred to as the Rodgers Ranch Development Plan and shall hereafter be referred to as the "**Tessera Development Plan**". This Restated Agreement is a "development plan" under State Law. This stipulated protection for the Project, initially approved with the Agreement, is in addition to any subsequently acquired legal entitlements to Vest under State Law. The Parties further stipulate that the Project, as defined herein, constitutes a "project" under State Law. The total allowable level of development of the Property shall be limited by the number of Living Unit Equivalents as measured for water and wastewater service connections. Development within the Property shall not exceed 2,030 LUE's, but shall not be restricted by the City to less than 2,030 LUE's. The Parties further stipulate that so long as Developers do not increase the allowable total level of development, as measured by water and wastewater service connections, Developer may seek to amend the PDD Development Plan and may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Restated Agreement and the Applicable Rules without waiving or revoking any Vested Rights. Notwithstanding the foregoing or any other provision herein, the Vested Rights under this Restated Agreement shall terminate on a lot by lot basis for detached single family houses upon the issuance of a certificate of occupation for a building on such subdivided lot and shall terminate for development requiring a site plan upon the issuance of a certificate of occupancy for the last building shown on the site plan. Approved preliminary plats shall expire on the latter of the expiration of this Restated Agreement or the date established by the Applicable Rules. The Parties further stipulate and agree that: (a) the PDD Development Plan is the approved, agreed and accepted plan for the development of the Property; (b) the PDD Development Plan shall govern and control the development of the Property as provided in this Restated Agreement; and (c) if the City Council approves a modification or amendment of the PDD Development Plan that is not approved and consented to by the Developers, the Developers may give written notice to the City and proceed with development of the Property in compliance with the Tessera Development Plan and the Vested Rights.

3.03 **Interaction Between Tessera Development Plan and PDD Development Plan**. Since the City's approval of the Agreement, the City acknowledges the Developers have expended substantial funds for the planning of the development of the Project and Developers' proposed layout of roads, lots, open space and areas planned to be developed as a phase of Tessera have changed due to a variety of reasons, including, market conditions, engineering and topographic factors. The prior differences between the Rodgers Ranch [Tessera] Development Plan Map and the PDD Development Plan Map reflected, in part, the progression of the planning process for the Project. The Parties agree that repeatedly revising the Tessera Development Plan Map and the PDD Map would be inefficient and unnecessarily costly. The Parties stipulate that the Tessera Development Plan will only become applicable

and controlling if the PDD Development Plan is modified or amended without the approval and consent of the Developers. The Parties further stipulate that the PDD Development Plan is one of the regulatory documents or approvals that the City will use when issuing permits for the development of the Project. As of the Effective Date of this Restated Agreement, the Parties stipulate and agree the PDD Development Plan and the Tessera Development Plan do not conflict in any way that affects Developers' Vested Rights. Developers agree that development of the Project will comply with the PDD Development Plan. If Developers oppose a change to the PDD Development Plan or zoning regulations applicable to the Property, such change shall not waive or lessen Developers' entitlement to rely upon any Vested Rights. The Parties agree that if the detail of a preliminary plat or final plat, including, road alignment, generally comply with the PDD Development Plan, then neither this Restated Agreement nor the PDD Zoning Ordinance need to be amended to match the preliminary plat or final plat. Henceforth, the defined boundaries and locations of Areas 1, 2, and 3 shown on the Tessera Development Plan Map and PDD Map and the location of roads, open spaces and any other component shown on either development plan map will be established by the platting process. The boundaries for and between non-residential, multi-family, parks, single family developments must be shown on approved preliminary plats and approved final plats. The applicable zoning district standards must be referenced on an approved final plat. If Developers seek to change an allowed use within an Area, then a zoning change for the area to be changed must be filed by Developers and approved by the City. For example, a change to all or a portion of Area 2 to allow a commercial use will require a change in land use and zoning site development regulations that requires the approval of the City Council pursuant to the City's normal re-zoning procedures. The foregoing is intended to set forth the agreement of the Parties regarding the interpretation of the PDD Development Plan, this Restated Agreement and the Tessera Development Plan.

3.04 **Master Development Plan**. Notwithstanding any provision of the City's Plat and Subdivision Regulations, the master development plan for the Property shall be limited to the following elements: (a) the boundaries of approved preliminary plats; (b) within areas with an approved preliminary plats, the Master Development Plan will show roads, lot lines, drainage ways, Area boundaries, and water and wastewater lines to be dedicated to the City; (c) the boundaries of the pending preliminary plat application; (d) the approximate location of water and wastewater infrastructure and lines outside of the preliminary plat application area required to serve the development within the preliminary plat application area; (e) the approximate location of the street(s) that will connect the land within each preliminary plat application to FM 1431; (f) the approximate location of the street(s) that connect(s) one preliminary plat area to another preliminary plat area, if any, any; and (g) for phases or sections of the Project for which a final plat has been approved, the final location of all phase or section boundaries, the boundaries for and between non-residential, multi-family, parks, single family developments, lot lines, and the location of all roads and streets, drainage ways, water and wastewater lines within the phase or section. Land outside of area subject to an approved preliminary plat and preliminary plat applications may be identified on the Master Development Plan as "final platted development", "future development" or "future phases".

3.05 **Fiscal Required**. With respect to the recording of plat prior to the construction of the Subdivision Infrastructure for said plat, cash or a letter of credit in lieu of cash (such letter of credit to be in a standard form reasonably acceptable to the City shall be deposited with the City in an amount determined under the Applicable Rules. The security required by the Applicable Rules to be posted by Developers prior to recording a final plat for a parcel of land prior to construction and acceptance of the required infrastructure shall be decreased by the dollar amount of the PID funds, if any, held in trust pursuant to the terms and conditions of the trust agreement, financing agreement and related PID financing documents for the development and construction of said Subdivision Infrastructure required for the land included in the final plat. If cash is posted for the fiscal, the City will keep the funds in a separate trust account identified as fiscal for the specified Subdivision Infrastructure.

3.06 **Fast Track Construction Approval**. In conjunction with the submittal to City for the approval of construction plans ("**Plans**") for Developer Improvements or Subdivision Infrastructure, Developers may include an request to begin clearing of vegetation and site work within the limits of construction prior to the approval of the Plans ("**Fast Track Request**"). Such request shall be considered a phase of construction and shall consist of additional sheets included in the construction plans application that describe the area in which clearing and preliminary site work will occur and the location of temporary storm water controls to be installed prior to beginning clearing activities and site work. Notwithstanding the timeframes set forth in Sections 6.17 or 5.01(c) regarding the City's first set of review comments, the City shall approve or provide written comments regarding the Fast Track Request within twenty (20) calendar days of the submittal of the Plans. The time frames set forth in Sections 6.17 and 5.01(c) shall otherwise apply to all updates, resubmittal and reviews of the Fast Track Request.

4. DEVELOPER OBLIGATIONS

4.01 **Control of Development**. Subject to Section 4.02 below, Developers shall develop the Property in a manner which results in enhancing the tax base of the City; provided, however, the timing and sequencing of Developers' development of the Property will be based on market demand and conditions and will be completed as and when Developer(s) determine it to be economically feasible. Subject to market constraints, Developers shall, at no cost to the City, cause the construction of Developer Improvements and Subdivision Infrastructure necessary for the development of the Property in compliance with the this Restated Agreement, the PDD Development Plan and the Applicable Rules; provided that timing and market constraints shall not constitute a force majeure to excuse the Developers from complying with the requirements of Section 4.02 or completing construction of any Utility Facility or Subdivision Infrastructure once construction is started, within the time allowed by, and in compliance with the Applicable Rules.

4.02 **Developer Performance Standards**.

(a) If the City creates the PID, authorizes the issuance of PID bonds, and sells the PID bonds for the proposed Area No. 1 and Major Improvements Area of the PID no later than October 15, 2012, Developers will develop the Project in compliance with the following schedule:

(i) Developers will fund the design, engineering and construction and then obtain City acceptance of the UF Phase 1 Developer Improvements or before July 1, 2015; and

(ii) On or before December 31, 2015, Developers shall record one or more final plats within Project Phase 1 containing at least 150 residential lots; and

(iii) On or before July 1, 2016, Developers shall complete the construction of and dedicate to the City all of the Developer Improvements and Subdivision Infrastructure necessary to have 150 fully constructed Lots upon which buildings may be constructed.

(b) If the PID bonds are not issued by the City in accordance with Section 4.02(a), Developers will develop the Property in compliance with the following schedule:

(i) Developers will fund the design, engineering and construction and then obtain City acceptance of the UF Phase 1 Developer Improvements or before July 1, 2017; and

(ii) On or before December 31, 2017, Developers shall record one or more final plats within Project Phase 1 containing at least 150 residential lots.

4.03 **Additional Developer Obligations**. In addition to the other obligations of the Developers set forth in this Restated Agreement, the following obligations shall apply to Developers:

(a) Prior to the recording of the first subdivision plat, Developers shall cause the formation of a Home Owners Association pursuant to Article 8 of this Restated Agreement.

(b) Developers shall provide for the design and engineering of all Subdivision Infrastructure pursuant to the City design criteria, or better;

(c) Developers shall provide for the construction of all Subdivision Infrastructure according to construction plans approved by the City;

(d) Developers shall obtain the City's final acceptance of all Subdivision Infrastructure and dedicate all Subdivision Infrastructure to the City at no cost to the City.

(e) Developers shall pay all fees, charges, and costs required by city ordinance to be paid for or with respect to the development, platting, and zoning of Property and post fiscal sureties, as required herein and by the Applicable Rules in a form approved by the City Attorney and in an amount approved by the City Engineer;

(f) Developers or their respective grantees, successors, purchasers or assigns shall pay water and wastewater impact fees and tap fees for each lot, tract, parcel, and building site developed within the Property. Such fees shall be paid by the Developer(s) or its grantees, successors, purchasers or assigns for each lot or site on the earlier of the date when a building permit application is made for the structure or building to be served, or, if building permits are not then required, the date when construction of the building or structure is first commenced. The impact and tap fees paid for each such lot or site shall be the fee, rate, and charge that is established from time to time by ordinance for the City and assessed in accordance with State Law;

(g) Developers shall pay to the City all reasonable costs and expenses incurred by the City for legal, inspection and engineering services with respect to this Agreement, and the legal and engineering expenses with respect to the Subdivision as provided in the City's Fee Ordinance; the parties agree that the City may utilize an in-house inspector for inspections subject to this Agreement, and may charge Developer for those services at the rate of $35.00 per hour, subject to annual adjustments based on the Cost of Living Index for the Austin area, until and unless such services are covered by the City's fee ordinance;

(h) Developers shall obligate each grantee, successor and assign of all or part of the Property to connect to the City's water and wastewater system including construction and installation of all required water and wastewater lines, lift stations, storage, equipment, and facilities both on-site and off-site in compliance with City Rules and engineering plans and specifications approved by the City; and

(i) Developers shall obligate each grantee, successor and assign of all or part of the Property to pay, if for any reason the City fails to or is prevented from collecting Water or Wastewater Impact Fees within the Property, the City's established Capital Impact Fee per living unit equivalent ("**LUE**") for each lot or building site within the Property on the earlier of the application for a building permit or a request for water and wastewater service for the lot or site as the contribution to the costs of impact to the City's water and wastewater system, provided the City is providing water and wastewater service to the Property.

(j) The City shall have the option to terminate this Restated Agreement if Developers fail to fully comply with Section 4.02 above, or after beginning construction of buildings, Developers and homebuilders discontinue all construction within the Property for more than thirty-six (36) consecutive calendar months; and provided further, the City shall have the option to continue the development and build-out of any part or portion of the Developer Improvements or Subdivision Infrastructure that is abandoned by Developers if

funds for such improvements are available in a trust account established pursuant to the sale of bonds for the Public Improvement District.

(k) If the Developer(s) develop the Property in a manner inconsistent with this Restated Agreement, such action shall be a breach by the Developer(s).

(l) Developer(s) shall complete construction and obtain final acceptance of Subdivision Infrastructure for any section of Tessera within the time required by the Applicable Rules.

(m) With respect to any Developer Improvement, Subdivision Infrastructure or park improvement to be funded by proceeds from the sale of PID Bonds ("**PID Improvement**"), subject to the terms, conditions and provisions of the financing agreement and related documents approved and executed with respect to bonds issued by the PID, Developers shall procure bids from at least three (3) independent, competent contractors for the construction of the PID Improvement and provide copies of the bids to the City. The PID Improvements shall be bid based on the construction plans and specifications approved by the City, and contracts for construction shall be let based on bids approved by the City which approval shall not be unreasonably denied, delayed or conditioned. If the City Manager refuses to approve a bid, change order, form of the contract or any other aspect affecting the award of a construction contract for a PID Improvement, the Developer(s) may appeal such determination to the City Council. Such appeal shall be heard by the City Council no later than twenty (20) days after an appeal is submitted to the City. Developers may, at their sole discretion, not include a prevailing wage provisions in a construction contract for a PID Improvement.

(n) Regardless of whether the City approves the PID or the sale of the PID Bonds, Developers shall pay or reimburse to the City all costs associated with the formation of the PID and the issuance of PID Bonds.

4.04 **Open Space**. Developers will convey Open Space to a duly formed and funded Homeowners Association (the "**HOA**") or other appropriate entity, at the discretion of the Developers, with a continuing obligation of owners of land within the Property to fund the operation and maintenance of the Open Space for the benefit of the residents within the Property.

4.05 **Public Parks**.

(a) Subject to Section 4.07 below, Developer(s) will dedicate not less than ten (10) acres of land within the Property to the City as parkland pursuant to the City's Parkland Dedication Ordinance.

(b) As a condition to the City's approval of the construction plans for improvements within a proposed public park, Developer(s) will enter into an agreement with the City under which the Developer(s) agree to pay all costs to construct, operate, and

maintain all improvements constructed within the proposed public parks. Developer(s) will assign the obligations under said agreement to the HOA. The City shall have no obligation at any time to construct, operate or maintain such public parks. So long as the park improvements are constructed in compliance with the City approved construction plans, the Developer(s) shall dedicate the park and the park improvements to the City and City shall accept the park and park improvements for ownership purposes only.

4.06 **HOA Parks and Trails.** In addition to public parks, Developer(s) may establish and construct amenity centers, trails, and park facilities to be owned, operated and maintained by the HOA ("**HOA Parks**").

4.07 **City Parkland Dedication Ordinance**. Except as provided herein, Developer will dedicate public parkland or pay fees in lieu thereof in compliance with the City's Parkland Dedication requirements. Subject to the terms of this section, Developers shall receive credit toward the requirements of the City's Parkland Dedication Ordinance for land within the public parks dedicated to the City and for HOA Parks. The cumulative total of such credits shall not exceed the requirements under the City's Parkland Dedication Ordinance for 1,015 dwelling units. Notwithstanding the foregoing sentence, Developers will pay a fee in lieu in the amount of $300 per dwelling unit to the City under the Parkland Dedication in the Project, not to exceed a total of $500,000; provided, however, that the fee in lieu payment shall be made in accordance with the Parkland Dedication Ordinance beginning with the 301st dwelling unit or platted Lot.

5. CITY OBLIGATIONS

5.01 **City Obligations**. In order to facilitate the timely development of the Property:

(a) The City shall:

(i) Timely process and act upon the preliminary plat and final plats for the Property, as submitted;

(ii) Timely process and act upon all cut and fill variances on the Property administratively, provided the cut and fill slope is appropriately terraced to control erosion and sedimentation, without a requirement of a hearing or approval by the Planning and Zoning Commission or City Council;

(iii) Timely process and act upon issuance of any other permits required by the City to construct and operate the Project that comply with the Applicable Rules and this Restated Agreement; and

(iv) Timely comply with the requirements of Article 6.

(b) The City Council hereby ratifies the previously authorized and approved specific site development regulations and permitted uses for the Property as described in the PDD Development Plan.

(c) The City will timely review, process and act upon engineering and construction plans for Subdivision Infrastructure in accordance with the time frames and procedures set forth in Sections 6.17, 6.21, 6.22, 6.25, 6.26 and 6.27.

(d) The City will timely process and act upon the issuance of building permits for buildings to be constructed within a portion of the Property for which the City has approved a final plat. This authorization does not waive otherwise applicable requirements that the completed subdivision phase infrastructure be accepted by City prior to issuance of a certificate of occupancy.

(e) The City will process and act upon applications for the approval of preliminary plats and final plats, in a timely manner, if such plat complies with this Restated Agreement and the Applicable Rules.

(f) Notwithstanding any other provision of this Restated Agreement, an obligation on the part of the City to timely process and act in this Article 4 or Article 6 does not limit the City's regulatory authority to require the Developers to comply therewith.

(g) The Tessera Development Plan attached hereto as **Exhibit "B"** is approved as the concept plan for Tessera.

(h) The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit, or building for another permitted use, to the City's water and wastewater system upon payment to the applicable fees and a Certificate of Occupancy being issued for the residential unit or building, and provide water and wastewater service for the residential unit or building on the same terms and conditions as provided to all other areas of the City.

5.02 **Landscaping in Public Right of Way**. The City agrees to enter into a "no fee" license agreement with Developers in the form attached hereto as **Exhibit "F"** for placement and maintenance of landscaping, including irrigation lines, within rights of ways dedicated to and accepted by the City; provided, however, that the City will have no obligation to maintain, repair, replace or remove landscaping and irrigation lines. Developer shall assign the license agreement and the obligation to maintain and operate the landscaping and irrigation system to the Home Owners Association.

6. UTILITY FACILITIES AND UTILITY SERVICES

6.01 **Intent of the Parties Regarding Utility Services**. As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for 490 LUEs water and wastewater service to Tessera; however, the City may not have

sufficient utility treatment capacity to meet all of the City's utility service commitments for the full build out of Tessera and the full build out of all other proposed development projects within the corporate limits of the City. The City represents that the City has rights to sufficient raw water to meet the City's overall service obligations, including, providing 2,030 LUEs of water service to the Property in accordance with the terms of this Restated Agreement. The Parties acknowledge that Tessera will build out over a number of years and that the City may decide to incrementally construct additional treatment capacity over time. Developers acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand the City's utility system to enable the City to meet its utility service obligations under this Restated Agreement. Developers further acknowledge the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Restated Agreement. The City acknowledges that Developers require certainty regarding the City's plans for meeting the City's utility service obligations under this Restated Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations, including the provision of Utility Service to Tessera in accordance with the terms of this Restated Agreement. The Parties acknowledge that the delivery of an operational Utility Improvement to the City can require two or more years of planning, engineering and construction. The Parties further acknowledge the delivery of an operational Utility Improvement requires a significant financial investment.

6.02 **Communications**. The Parties will communicate and consult on a regular basis (not less frequently than once a year) regarding (i) the Developers' best estimate of the Developers' schedule for filing future preliminary plat and final plat applications and requests for PID financing during each successive two year periods so that the City will have at least a two year planning horizon for the construction of City Improvements; and (ii) the City's Utility Service Plan.

6.03 **Utility Service Obligations Defined.** This Restated Agreement provides for three types of Utility Service commitments that the City can make:

(a) General commitment to provide 2,030 LUEs of Utility Service to the Property pursuant to the terms of this Restated Agreement;

(b) Specific service commitment to deliver a specific number of LUEs of Utility Service to the Property by a specific date so that Developers may record subdivision plats subject only to the construction of Subdivision Infrastructure for such plat; and

(c) Reservation of capacity within the City's utility system at the time a subdivision plat is recorded so that upon the City's acceptance of Subdivision Infrastructure for said subdivision plat, the City will sell utility connections for Lots within said subdivision plat area.

6.04 **General Service Commitment**. Subject to Developers' compliance with Section 4.02(a)(i) or 4.02(b)(i) and satisfaction of the terms and conditions of this Article 6, the City shall timely provide the Developers and subsequent owners of land within Tessera with water and wastewater service required for the development of Tessera and, upon payment to the City of the City's applicable tap fees and impact fees, allow connections to the City's system for each LUE of service requested. Notwithstanding the foregoing sentence, the City is not obligated to provide a total of more than 2,030 LUEs of water service and 2,030 LUEs of wastewater service to Tessera. This subsection constitutes the terms and conditions of the City's general commitment of Utility Service to the Property. The City makes no representation that 2,030 LUEs of water and wastewater service will be sufficient for the full development of Tessera if such development is more intense or is otherwise materially different from the development described in the Tessera Development Plan.

6.05 **First Specific Service Commitment**.

(a) This Restated Agreement constitutes the First Developer Request For Specific Commitment of Service in the amount of 490 LUEs of water and wastewater service.

(b) This Restated Agreement constitutes the City Response to the First Developer Request For Specific Service Commitment and constitutes the City's Specific Service Commitment for 490 LUEs of water and wastewater service connections within the Property so long as Developers are in compliance with Section 4.02(a)(i) or 4.02(b)(i).

6.06 **City Utility Service Plan**. No later than one year after the City's acceptance of all the UF Phase 1 Developer Improvements, the City shall adopt and, thereafter maintain at all times, the City's plan to meet the City's overall utility service obligations, including the City's general commitment of Utility Service to Tessera in accordance with the terms of this Restated Agreement. ("**City Utility Service Plan**"). The City Utility Service Plan will include one or more of the following: a) expansion of water treatment plant No.2; b) construction of Water Treatment Plant No. 3; or c) any other Utility System improvements or enhancements approved by the City. The City may amend or modify the City Utility Plan from time to time, including, in response to Developers failing to remain in compliance with Section 4.02.

6.07 **Second and Subsequent Specific Service Commitments**.

(a) Upon the recording of subdivision plats containing at least 300 Lots and the City having issued building permits within Tessera for buildings that would use not less than 200 LUEs of water and wastewater, then Developers may request that the City provide a second specific service commitment for additional Utility Service to Tessera; provided, however, that such request shall be for no more than 400 LUEs of additional service ("**Second Developer Service Request**"). The Second Developer's Service Request must provide a date by which Developers estimate the additional Utility Service will be required to be available to the Property for the development of Tessera; provided, however, that such future date will

provide the City at least two years advance notice of when the development of Tessera will require Utility Service connections using more than the initial 490 LUEs of Utility Service.

(b) After the Second Developer Service Request, Developers may make additional Developer Service Requests for Specific Service Commitments in accordance with this subsection 6.07(b) ("**Subsequent Developer Service Request**"). Developers may submit a Developer Service Request for the City to provide a new Specific Service Commitment for additional Utility Service to Tessera when the total number of LUEs subject to a Specific Service Commitment falls below 200 LUEs. Upon the recording of a subdivision plat, the LUEs attributed to each Lot in the subdivision plat will no longer be considered subject to a Specific Service Commitment and will be considered Reserved Capacity. Subsequent Developer Service Requests may not request more than 400 LUEs and may not set a date required for the delivery of additional Utility Service that is less than 2 years from the date of the Subsequent Developer Service Request. For purposes of providing an example regarding how this subsection 6.07(b) operates, if Developers request 400 LUEs in the Second Developer Service Request (total number LUEs subject to a Specific Service Commitment would be 890 LUEs) and Developers record subdivision plats containing a total of 700 Lots (Reserved Capacity), the remaining number of LUEs subject to a Specific Service Commitment would be 190 LUEs.

(c) The Parties shall consult, if requested by any Party, regarding the details and timing relating to the Second Developer Service Request or any Subsequent Developer Service Request. It is the Parties' intent to act in good faith to work collaboratively to agree on the terms of the City's response to a Developer Service Request. Notwithstanding the Parties entering into the consultation process described in the subsection 6.07(a), the City shall formally respond in writing to a Developer Service Request within 45 days of receipt of the Second Developer Service Request ("**City Response**"). A City Response shall include one or more of the following, as applicable: (i) the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tessera; (ii) if the City does not commit to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, then the City Response shall describe the specific enhancements, expansions and new utility facilities that the City will complete to be able to deliver the LUEs requested in the Developer Service Request by the date additional services is required as set forth in the Developer Service Request ("**City Improvements**"); and (iii) the Developer Improvements described in the attached **Exhibit "C",** if any, that must be constructed and operational for the City to deliver the additional Utility Service capacity to the Property; provided that, unless the City Response states that a required City Improvement may be delivered at an earlier date, no such City Improvement shall be required to be available within less than two years for the date of the Developer Service Request.

(d) Any City Response that identifies City Improvements to be constructed will describe each City Improvement by including the type of utility improvement and proposed capacity of the City Improvement. Additionally, the City's Response will include the City's good faith estimate for the date of the completion and operation of the City Improvement.

The description of the City Improvements shall be in reasonable detail so that, if necessary, Developers may have construction plans prepared to bid and construct the City Improvements pursuant to Article 7.

(e) The City Response shall constitute the City's determination of how the City will operationally provide the amount of water and wastewater services described in a Developer Service Request by the date additional services is required that is set forth in the Developer Service Request and shall constitute the terms and conditions of the City's Specific Service Commitment; provided, that absent agreement by the City, no date for which additional service is required in a Developer Service Request shall be less than two years from the date of said request. The City Response shall, upon delivery to Developers, be a binding and enforceable obligation of the City to (i) sell, upon request, utility connections for the number of LUEs that the City commits to hold and allocate in the City's existing utility system; and (ii) to construct and complete the City Improvements, if any, by the date additional service is required as set forth in the Developer Service Request. The City's performance of the obligations described in the preceding sentence shall be subject to Developers' compliance with Section 4.02 and this Article 6. The City acknowledges that Developers will rely on the City's Response in proceeding with the development of Tessera. The City further acknowledges that in identifying the City Improvements the City is obligated to complete the construction of the City Improvements or purchase the City Improvements pursuant to Article 7. Therefore, the City may not modify or change any aspect of the City Response without the prior notice to the Developers; provided that such changes or modifications do not extend or delay the delivery time required for a City Improvement.

(f) The City may, at any time and at the City's sole discretion, deliver to Developers a final Specific Service Commitment for the remaining number of LUEs subject to a general commitment, as described in Section 6.04. The final Specific Service Commitment shall identify the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tessera. Upon the issuance of the final Specific Service Commitment, Developers will not be required to submit any further Developer Service Requests.

6.08 **Update to City Response**. Based on the schedule included in the City Response, Developers may, from time to time, request the City to provide a written status report on the City's progress in completing the City Improvements, including, the design, engineering, land acquisition, funding, and construction ("**Developer Inquiry**"). The City shall provide to Developers a written response to a Developer Inquiry within ten (10) working days.

6.09 **City Non-Performance of A Specific Service Commitment**.

(a) So long as Developers are not in default under Section 4.02 and one of the following have occurred: (i) the City states in either a City Response described in Section 6.07 or an update response described in Subsection 6.08 that the City will not construct and

complete the City Improvements within the time required by Section 6.07(e); (ii) the City refuses to respond to a Developer Inquiry pursuant to Subsection 6.08 and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10; or (iii) the City has failed to initiate or complete one or more of the tasks described in the City Response so that the City cannot reasonably be expected to comply with the delivery date required for the number of LUEs of Utility Service requested in a Developer Service Request and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10, then, in addition to the pursuing any or all Article 10 remedies, Developers may notify the City of Developers' intention to construct the City Improvements pursuant to Article 7 ("**Developers' Notice of Intent to Construct City Improvements**").

(b) Within ninety (90) days of the City's receipt of the Developers Notice of Intent to Construct City Improvements, the City may notify Developers that the City has (i) revised the City Response to commit the City to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, or (ii) decided to proceed with the construction of the City Improvements identified in the Developers' Notice of Intent to Construct City Improvements ("**City Notice to Proceed**"). A City Notice to Proceed is not effective unless it contains the following information: (i) the estimated date by which the City will award the construction contract; (ii) the estimated number of days to be included in the construction contract for the completion of the City Improvements; and (iii) the date by which the City intends to have the City Improvements operating. Upon the delivery to Developers of the City Notice to Proceed, the City Notice to Proceed shall replace and supersede the City Response; provided, however, the City Notice to Proceed shall not alter the number of LUE's or the required date for delivery established pursuant to Section 6.07. The schedules and commitments included in the City Notice to Proceed shall be deemed and shall constitute binding obligations of the City that Developers may enforce under this Restated Agreement.

(c) If the City does not deliver the City's Notice to Proceed in compliance with Subsection 6.09(b), then the City shall be deemed to have made the decision, at its sole discretion, to effectuate and be bound by the terms of Article 7 for the construction, use and acquisition of the City Improvements if Developers deliver to the City a notice that Developers will proceed with the design, engineering and/or construction of the City Improvements pursuant to the terms of Article 7 ("**Developer Notice to Proceed**").

(d) Neither the delivery of Developer's Notice To Proceed to the City nor the Developer's construction of the City Improvements ("Facilities" in Article 7) shall release the City of the City's obligations under this Restated Agreement to have funded and constructed such City Improvements or any future City Improvements identified by the City in any future City Response.

6.10 **Utility Facilities Defined and Described**. The Utility Facilities are the water and wastewater facilities listed and described in the attached **Exhibit "C"** that are grouped and sequenced into three phases ("**Utility Facilities Phase**"). A specific, individual water and wastewater improvement associated with a particular Utility Facilities Phase is referred to as a

"**Utility Improvement**." The specific water improvements that must be accepted by the City before the City will allow water service connections to land within a particular pressure plane ("**Water Facilities Phase**") are described in the attached **Exhibit "C"**. The three water pressure planes ("**Lower Pressure Plane**" "**Middle Pressure Plane**" or "**Upper Pressure Plane**") within Tessera are described by elevation in the attached **Exhibit "C"**. The Parties have negotiated the general alignment of water and wastewater lines and the location of other Utility Improvements, as shown on the map attached hereto as **Exhibit "D".**

6.11 **Approval of Utility Improvement Design**. The City hereby approves the design, sizing, location and route of the Utility Facilities, as described in the attached **Exhibit "C"** and **Exhibit "D",** as being adequate for the delivery of the number of water and wastewater LUEs for each Pressure Plane. The construction plans and specifications for the construction of a Developer Improvement shall be subject to approval by the City.

6.12 **Utility Improvement Construction Obligations**.

(a) **Developers**. The Utility Improvements that Developers shall construct (the "**Developer Improvements**") are described in the attached **Exhibit "C"**. Upon the construction of all of the Developer Improvements described in Utility Facilities Phase 1 and Phase 2 in the attached **Exhibit "C"** and the City's acceptance of said Developer Improvements, Developers' rights to 2,030 LUEs of water and wastewater service shall be Vested under State Law. The Developer Improvements described as UF Phase 3 in the attached **Exhibit "C"** are necessary only for the distribution of utility services within the Property and for meeting fire flow requirements within the Property.

(b) **City**. Subject to Developers compliance with Section 4.02 and this Article 6, the City is obligated to construct the City Improvements in accordance with the terms of this Restated Agreement. The City shall be solely responsible for the construction and installation of the City Improvements.

6.13 **Phasing**. Developer Improvements, or a segment of a Developer Improvement within a particular Utility Facilities Phase, may be constructed separately and dedicated separately to the City for acceptance in accordance with the procedures set forth in this Restated Agreement.

6.14 **Service Units Defined**. The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on the City's 2008 impact fee study which is incorporated into this Restated Agreement for the limited purposes set forth in this Article.

6.15 **General Conditions For Connections to the City Utility System**.

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to a Lot within Tessera unless the requisite Utility Improvements, as described in the attached **Exhibit "C"**, and requisite Subdivision Infrastructure are constructed in accordance with City approved plans and specifications, and then accepted by the City. The City acknowledges that Developers are, in proceeding with the construction of the UF Phase 1 Developer Improvements, relying on the City's performance of the City's obligation to timely provide 2,030 LUEs of water and wastewater service to the Property in accordance with the terms of this Restated Agreement,.

(b) The projected capacity of each Utility Facilities Phase have been calculated and determined by the City in consultation with the Developers and their respective consulting engineers. Notwithstanding any other provision in this Restated Agreement, the number of LUEs associated with a Pressure Plane defined in **Exhibit "C"** shall not limit the number of service connections within any Pressure Plane in the Property so long as (i) Developers have constructed all of the Developer Improvements, described as UF Phases 1 and 2 in the attached **Exhibit "C"** in accordance with the Approved Plans, (ii) Developers have constructed such Subdivision Infrastructure as necessary to meet the City's applicable requirements for a service connection and (iii) the City has accepted such Developer Improvement. If the Developers' reallocation of LUEs within the Property requires a modification to the Developer Improvements described in the attached **Exhibit "C"**, then Developers shall be solely responsible for the costs of designing, engineering and constructing the alternative Developer Improvements.

(c) If the City modifies: (i) the definition of a LUE as compared to the LUE definition incorporated into this Restated Agreement; (ii) water pressure requirements for a service connection to land within Tessera; (iii) fire flow requirements; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to a section of Tessera; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Restated Agreement, unless such modification by the City is in response to requests by the Developers. If the modifications described in the preceding sentence are required by federal or State Law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

6.16 **Engineering and Construction Plans**. Developers shall be responsible for funding the preparation of construction plans and specifications for the Developer Improvements. The City shall be responsible for funding the preparation of construction plans and specifications for the City Improvements. City approval is required for all such plans and specifications.

6.17 **Approval of Construction Plans**. The City shall timely review, approve and sign, or disapprove and return with an explanation, as appropriate, construction plans for a Developer Improvement (the "**Plans**"). The City shall review and approve, or disapprove, on a

timely basis the Plans as they are submitted to the City. The term "timely basis" shall be interpreted in light of the development schedule, as presented to the City by Developers, provided that in no event shall the City have fewer than 30 calendar days and no more than 45 calendar days for the City's initial review of submitted Plans. If the City disapproves any submitted Plans, the City shall provide a written explanation of the reasons for such disapproval so that if the Plans are revised in accordance with City's comments, the Plans will comply with the Applicable Rules and can be approved. The City shall, on a timely basis, review and comment on updates to re-submitted Plans. The term "timely basis" in the preceding sentence shall be interpreted that in no event shall the City have fewer than 15 calendar days and no more than 25 calendar days for the City to review and provide comments to any set of Plans that have been revised or updated based on previous comments from the City. Construction plans approved by the City are referred to as the "Approved Plans."

6.18 **Use of City Property and Easements**. The City hereby consents, at no cost to the Developers, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for the Developers to perform their respective obligations under this Restated Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the right-of-ways and easements and avoidance of utility facilities existing in such rights of way and easements. The location of any Developer Improvements described in the attached **Exhibit "C"** on City property other than the City rights-of-way and easements shall be in the discretion of the City. Developers have secured the dedication to the City of the Public Utility Easement recorded in Document No. 2011176460, Official Public Records of Travis County, Texas ("**PUE**"). The City agrees that it will reserve and allocate sufficient space within the PUE for wet and dry utility lines necessary to serve Tessera, including, electric, telephone, gas, cable, water and wastewater. The City agrees to cooperate and support Developers' acquisition of necessary easements from third parties.

6.19 **Easement Acquisition**. The Utility Facilities and related easements are necessary and required by the City for the City to provide water and wastewater service to Tessera, and for Developers to comply with the City Rules and obtain approval for the development of Tessera. The Developers shall pay costs of the acquisition (including the City's costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the Developer Improvements. The City Council has found the development of Tessera in compliance with this Restated Agreement will serve a public purpose and benefit the economy of the City and the public welfare. Therefore, if Developers determine that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install a Utility Improvement required by the City pursuant to this Restated Agreement, Developers will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law In any such event, the City proceeding to acquire such easement shall be subject to a finding by the City Council that such easement is required by the City and is necessary to accomplish a public purpose. The Parties agree to work cooperatively toward allowing the initiation of construction on a Developer Improvement on an easement being acquired by the City at the

earliest time lawfully permitted. Developers shall be responsible for all costs incurred, and for security and deposits required by the City, for or with respect to any such acquisition; provided that to the extent provided by this Restated Agreement all such costs shall be included in the cost of any such Developer Improvement for which Developers are by this Restated Agreement entitled to rebates or reimbursement by the City.

6.20 **Eminent Domain**. The City Council of the City hereby declares that: (a) there exists a public necessity for the construction of the Utility Facilities; (b) subject to all of the terms and conditions of this Restated Agreement, the Utility Facilities will be accepted by the City for ownership, operation and maintenance; (c) the City agrees, if the City Council finds the easement is necessary and required to accomplish a public purpose, to use its power of eminent domain to acquire such lands or easements in the circumstances provided herein; provided, however, the City will not use the power of eminent domain until there has been a commercially reasonable effort by Developers to negotiate and acquire the necessary property rights. If Developers have failed to obtain such lands or easements, then Developers may request the City to use its power of eminent domain to acquire said property rights. The City will act on such a request within 60 calendar days. Developers shall pay all costs associated with any such eminent domain proceedings authorized by the City. In any event, if found appropriate by the City Council for accomplishment of a public purpose, the City will timely proceed with eminent domain proceedings in order to obtain the right of possession as quickly as possible. The City will use reasonable efforts to file eminent domain proceedings within thirty days of the City's decision to proceed with eminent domain. The City will use reasonable efforts to have a special commissioners hearing held and completed within the minimum time allowed under State Law for the filing of the eminent domain proceedings.

6.21 **Changes to Approved Plans; City Inspections**. The City shall timely review, approve and sign, or disapprove and return with specific comments, as appropriate, any requested changes to Approved Plans. For purposes of reviewing changes to Approved Plans, the term "timely" shall mean ten (10) calendar days . Developers shall cooperate with the City to assure the City is provided full opportunity to inspect the work and construction of the Developer Improvements, as construction progresses, the City shall timely inspect the construction of each Utility Improvement. For purposes of inspecting construction, the term "timely" shall mean no more than three (3) business days after the day on which a request for inspection is made. The City shall provide the contractor written notice within two (2) business days of any deficiency identified during an inspection.

6.22 **Fiscal Required**. If the Parties enter into a Financing Agreement in conjunction with the formation of the PID, then this provision shall be non-applicable to any Developer Improvement funded in whole or in part with funds from the PID. With respect to the construction of any of the Developer Improvements, cash or a letter of credit in lieu of cash (such letter of credit to be in a standard form reasonably acceptable to the City) shall be deposited with the City in an amount sufficient to fund the restoration of the area of construction to a safe, pre-construction condition, including, if necessary, removing or securing facilities or other improvements, filling trenches, revegetating, and capping lines. If

construction of a Developer Improvements is abandoned and disturbed areas are not restored within 30 days after demand by the City, then the City may draw upon the fiscal security to restore such areas. If cash is posted for the fiscal, the City will keep the funds in a separate trust account identified as fiscal for the construction project.

6.23 **City's Policies and Ordinances Apply to Service Within Tessera**. From and after the final acceptance by the City of all the Developer Improvements within a particular Utility Facilities Phase, the City will provide water and wastewater service to all customers within the section of Tessera served by said Phase on the same terms and conditions as provided to water and wastewater connections within the City and in accordance with the City's policies and ordinances regarding water and wastewater service, as amended from time to time, subject only to the terms and conditions stated in this Restated Agreement. There will be no wastewater service charge associated with a water meter used only for landscaping.

6.24 **Contract and Bid Requirements**. Except as provided by Sections 4.03(m), Developers shall be solely responsible for the selection of contractors, the negotiation of construction contracts and the management of the construction contracts for the Developer Improvements, and pay all applicable plan review and construction inspection fees required by City ordinance or this Restated Agreement. All construction contracts for Developer Improvements shall require the contractor to post standard payment and performance bonds and a two-year warranty/maintenance bond.

6.25 **Satisfactory Completion of Developer Improvements**. Upon completion of construction of each of the Developer Improvements, Developers shall provide the City with final "record" drawings of the Developer Improvements. Developers' engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of the Developer Improvements within three (3) business days of receipt of said certificate of completion. The City shall, within two (2) business of conducting the final inspection provide a list of deficiencies found in the inspection so that if the deficiencies are corrected, the Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. The Developers shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect the Developer Improvement within three (3) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developers stating that the Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept the Developer Improvement for ownership, operation and maintenance.

6.26 **City Acceptance of Developer Improvements.**

(a) As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and

content reasonably acceptable to the City and the City Attorney, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to the Developer Improvement to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of the Developer Improvement.

(b) Upon the City issuing a Letter of Satisfactory Completion, Developers shall dedicate the Developer Improvement to the City. The City shall accept each such completed Developer Improvement for ownership, operation and maintenance within fifteen (15) calendar days of Developer's dedication of the Developer Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement. The Developers shall obtain a two year maintenance bond from the contractor and assign said bond to the City as a condition of the City's acceptance of the said Developer Improvement.

6.27 **City to Own, Operate and Maintain Developer Improvements**. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Utility Improvement as part of the City's utility system and shall be responsible for all costs associated with same. Upon the City's acceptance of all the Utility Improvements within a particular Utility Facility Phase and the City's acceptance of water and wastewater service lines within a recorded final plat, Developers shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements. The City's maintenance obligations shall be subject to the warranty and maintenance bond posted by the contractor.

7. DEVELOPER CONSTRUCTION OF CITY IMPROVEMENTS

7.01 **Applicability**. The provisions of this Article 7 shall become applicable upon the delivery to the City of the Developer Notice to Proceed, as provided in Section 6.09. The provisions of this Article 7 shall apply to the City Improvements described in the Developer Notice to Proceed and shall control the construction of said City Improvements and the City's operation, use and acquisition of same. In no event shall a Developer Improvement described in the attached **Exhibit "C"** or any Subdivision Infrastructure be considered a City Improvement for purposes of Article 7. Said City Improvements are referred to as "**Facilities**" for purposes of Article 7. In the event of a conflict between the terms of this Article 7 and any other term or provision of this Restated Agreement, the terms of this Article 7 shall control. The provisions of this Article 7 shall constitute a contract for goods and services. The terms and binding obligations of this Article 7 shall survive the termination of the Restated Agreement for any Facilities built, to be built or under construction pursuant to a Developer Notice to Proceed delivered to the City prior to the termination of the Restated Agreement.

7.02 **Construction Process, Contracts**. The Developer will take all steps necessary for construction of the Facilities including, causing construction drawings and plans and specifications to be prepared, obtaining all necessary governmental approvals, publicly inviting and advertising for construction bids, and awarding a contract or contracts with payment and performance bonds and two-year maintenance bonds after completion. Sections 6.16 through 6.21, 6.25 and 6.26 of this Restated Agreement apply to Developer's activities pursuant to this Article 7 except that the term "Facilities" shall be substituted for the term "Developer Improvements;" provided, however, in no event shall this provision ever be interpreted to apply to Subdivision Infrastructure or a Developer Improvements.

7.03 **Plans and Specifications**. Upon the delivery of the Developer Notice to Proceed to the City, the City shall be deemed to have assigned to Developers the right to use and, if necessary, modify all engineering plans and specifications pertaining to the City Improvements as then owned or held by the City; provided, however, that Developers shall not assume or be deemed to have assumed financial responsibility for the payment of any fees due or owing with respect to said plans and specifications. The City shall cause the delivery of such plans, as the City may have or control, to Developers within ten (10) working days of Developers' request for said plans. If the City has no plans and specifications, Developers shall cause such plans and specifications to be prepared. The plans and specifications for the Facilities shall be prepared by either the City's engineers or a qualified, registered professional engineer. Plans and specifications for the Facilities are subject to the approval of the City and the City's Engineer, and such approval, which shall not be unreasonably withheld or delayed, is required to be obtained by Developers prior to construction.

7.04 **Payment for Construction of Facilitie**s. Developer shall make, in a timely fashion, all payments on the contracts awarded by it for the construction of the Facilities. Developer shall, prior to making any payment, provide copies of all invoices and certifications recommending payment to the City.

7.05 **City Acceptance of Facilities**. Upon the City issuing a Letter of Satisfactory Completion, Developers shall tender delivery of the Facilities to the City for control, operation and maintenance. The City shall accept each said Facility control, operation and maintenance within fifteen (15) calendar days of said tender of delivery to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Facilities. The Developers shall obtain a two year maintenance bond from the contractor and assign said bond to the City as a condition of the City's acceptance of the said Facility.

7.06 **Operation and Maintenance of Facilities**. The City shall, upon acceptance of the Facilities take possession of the Facilities and assume full responsibility for the operation and maintenance of such Facilities. However, the City shall not own the Facilities constructed by Developer until the Facilities have been purchased and conveyed to the City by Developer as provided herein. The City shall operate and maintain the Facilities in good order and condition and to the extent reasonably practical, in a manner that will not interfere with the delivery of utility services for new service connections. Until such time as the Facilities are

purchased by the City, the City shall maintain adequate insurance or self-insurance to repair or replace the Facility should they be damaged or injured by insurable casualty risks. All such insurance proceeds shall be used by the City to repair and restore the Facilities to maintain the delivery of the LUEs quantified in the Developer Service Request relating to the Facilities. The costs of such insurance shall be borne by the City. Until such time as the City has purchased the Facilities form the Developers, the City shall require the insurer to name Developers as "additional insureds" under all insurance policies relating to the Facilities.

7.07 **Purchase of Facilities by City**. Within thirty (30) days of the City's acceptance of the Facilities pursuant to Section 7.05 Developers shall deliver notice to the City stating that the Developers are ready, able and willing to sell and convey the Facilities to the City pursuant to this Article 7. The City shall provide a written response to said notice stating whether the City is willing to proceed with the Purchase of the Facilities. Such purchase shall be made and close within one (1) year of Developers' notice of being ready willing and able to sell and convey the Facilities. The purchase price shall be the Reimbursable Costs, as defined below. The City shall pay all closing costs.

7.08 **Limitation of Source of Payment**. The City's obligation to purchase the Facilities under this Restated Agreement is limited to funds from water and wastewater rates, impact fees, other fees and other revenues collected by the City from the City's water and wastewater utility systems, including, water and wastewater utility revenue bonds or obligations (collectively "**Utility Revenue**"). No obligation of the City created pursuant to this Article 7 shall be payable from taxes or other money of the City other than the Utility Revenues which are actually collected by the City; provided, however, the City may, in its sole discretion, use any source of funding it chooses. If the City issues utility revenue bonds after the delivery of the Developer Notice to Proceed, then such bonds will contain funds for the purpose of fully reimbursing the Reimbursable Costs to Developers.

7.09 **Conveyance of Facilities**. Concurrently with the purchase of the Facilities by the City, the Developer shall transfer and convey title to the Facilities to the City by special warranty deed or other appropriate instrument, free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations, including liens for ad valorem taxes for past and current years, payments due to construction contractors, laborers, or materialmen. The Developer shall provide such proof of title and proof that no such liens, claims, and encumbrances exist as may reasonably be required by the City. The conveyance or conveyances shall include all easements where the collection, distribution, and drainage systems are located (where such easements have not been dedicated to the public) and which are necessary to own, operate, and maintain the Facilities, and fee simple title to any sites, together with the necessary right-of-way thereto, and all licenses, franchises, and permits for the Facilities. The Developer shall also assign in writing all of its contractors' and materialmen's warranties and guaranties relating to the Facilities, otherwise, the City shall accept the Facilities on an "as is where is" basis without any warranty from Developers.

7.10 **Reimbursable Costs**. "Reimbursable Costs" means the documented dollar amount actually expended for constructing the Facilities, provided the bids and change orders are approved in advance by the City Manager; provided, the City Manager shall not unreasonably deny, delay, or condition its acceptance of such Facilities. The Reimbursable Costs shall also include the reasonable, total cost of the following:

(i) the surveying costs;

(ii) the cost of soils and materials testing;

(iii) the engineering fees relating to the Facilities;

(iv) advertising and other costs associated with public bidding and award of construction contracts;

(v) the documented cost of required easements, lots, sites and rights-of-way located outside of the Property, but not including any easement or right-of-way required on any land within the Property;

(vi) Construction management fee equal to four percent (4%) of the total of the other components of the Reimbursable Costs; and

(vii) any other necessary out-of-pocket costs expended in connection with constructing and installing the Facilities;

provided that all such sums and amounts shall be reasonably required for the Facilities and documented to and approved by the City Manager which approval may not be unreasonably denied, delayed or conditioned. If the City Manager does not approve of a cost, the City Manager shall provide a written explanation of the basis for not approving such cost within fifteen (15) calendar days of Developer's submittal of said cost for approval. If the City Manager refuses to approve a bid, change order, or cost described above, Developers may appeal such determination to the City Council. The City will schedule a hearing on the appeal no later than the next regularly scheduled City Council meeting for which timely notice may be given. If the City and Developer do not agree upon the costs being appealed, then any Party may send a Notice of Breach and proceed with Article 10 remedies.

7.11 **Failure to Purchase by Initial Closing Date**. If the City does not purchase the Facilities within one (1) year of Developers' notice to the City pursuant to Section 7.05, then Developers may pursue the remedies set forth in Article 10 of the Restated Agreement. Upon the City's failure to purchase the Facilities within the one (1) year period, the Reimbursable Costs shall bear a per annum interest equal to the prime rate published in the Wall Street Journal plus 2.5%, accruing on a monthly basis. The initial rate shall be calculated based on the prime rate published in the Wall Street Journal on the 366th day following Developers' notice pursuant to Section 7.05 or the first business thereafter. The interest rate will adjust on each subsequent anniversary date. Interest will accrue beginning on

the 366th day following Developers' notice pursuant to Section 7.05. Interest shall accrue until title to the Facilities is conveyed to the City.

8. PARKS AND HOME OWNERS ASSOCIATION

8.01 **Home Owners Association To Be Established**. Developers will create one or more home owners associations for the Property (collectively the "**Association**"), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Restated Agreement. The owner of each Lot within the Property shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association Regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in within the Property, that are and will be sufficient to maintain (i) the private streets within the Property, if any, (the "**Private Streets**"); (ii) all landscaping, upgraded street lights, and enhanced signage within the right-of-way or median of any street or roadway ("**Street Landscaping**"); (iii) all greenbelts and natural buffer areas ("**Open Space**"); (iv) any part or portion of the Property that is dedicated to the Association (the "**Common Area**"); and (v) public parks established within the Property ("**Parks**"). The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Private Streets, Street Landscaping, Open Space, the Common Area and Parks, and to provide funds required for the management and operation of the Association.

8.02 **Dues and Assessments**. The Association dues and assessments required to be established, maintained and collected by the Association pursuant to this Restated Agreement shall be in addition to, and not in lieu of, any and all other taxes, fees, charges and assessments that will be applicable to the Property.

8.03 **City Approval of Documents and Covenants**. The Certificate of Formation and Association Regulations, and the applicable restrictive covenants for each Section of the Property shall require the Association to operate maintain, repair and refurbish the Private Streets, Street Landscaping, Open Space, the Common Area and Parks, and to assess and collect sufficient dues and fees to fund and pay the cost and expenses for the Association maintaining, cleaning, repairing and refurbishing each such areas. The articles of incorporation and bylaws for the Association and the restrictive covenants applicable to the each Section or Phase of the Property shall be subject to approval by the City, which approval shall not be unreasonably denied, delayed or conditioned and shall authorize the City to enforce the obligations of the Association to: (i) maintain, clean, repair and refurbish the Private Street, Landscaping, Open Space, the Common Area and Parks; and (ii) assess and collect sufficient fees and charges to fund such maintenance, cleaning, repair and refurbishment duties and responsibilities.

9. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

9.01 **Assignment of Developer Rights**. The Developer's rights and obligations under this Restated Agreement may be assigned in whole or part, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer(s) assign all of their respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of developer status must be filed of record in the Official Public Records of Travis County, Texas in order to be effective. Any assignment of Developer's rights and obligations hereunder will not release Developer(s) of their respective obligations under this Restated Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

9.02 **Lot Conveyance Not an Assignment**. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein. In order for any assignment to be effective, it shall be made in writing and filed of record in the Official Public Records of Travis County, Texas.

9.03 **Agreement Binding on Assigns**. This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developers or City shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

10. BREACH, DEFAULT, REMEDY, AND TERMINATION RIGHTS

10.01 **Default Generally**. If any Party breaches the terms of this Restated Agreement and fails to cure such breach after receipt of a Notice of Breach pursuant to Section 10.02, such breach shall be an event of default. In that event, the non-defaulting Party to this Restated Agreement may pursue the remedies described in Section 10.03; provided that, if Developers abandon the Project as provided in Section 4.03(j), the City may, in its sole discretion, give written notice of abandonment to Developers and this Restated Agreement shall be terminated. Abandonment shall not be subject to cure without the express written agreement of the City Council.

10.02 **Notice and Opportunity to Cure**.

(a) No Party shall be deemed to be in default hereunder until i) receipt from another party of a written notice of breach that specifies the nature of the breach, including the provision of the Restated Agreement that has been breached ("**Notice of Breach**"); and ii) the passage of thirty (30) days after receipt of the Notice of Breach without cure of the breach. If the cure of the breach requires more than thirty (30) days and the breaching Party has begun to cure the breach, then the breaching party shall be deemed to have cured the breach so long as the breaching party diligently, continuously and timely cures said breach. Upon the passage of thirty (30) days without cure of the breach, such Party shall be deemed to have defaulted for purposes of this Restated Agreement and the non-defaulting Party may pursue the remedies allowed under Article 6 or Section 10.03 of this Agreement. A Notice of Breach delivered to the City shall be deemed to fulfill the notice requirements set forth in Section 11.07 of the City Charter.

(b) In no event shall the preparation and delivery to Developers of any of the following ever be considered or deemed to require more than thirty days to cure: (i) the City Utility Plan, (ii) a City Response, (iii) a City Notice To Proceed, (iv) review comments for Plans submitted to the City pursuant to Section 6.17; (v) review comments for Approved Plans submitted to the City pursuant to Section 6.21; (vi) any City obligation described in Section 6.27, (vii) final inspection report pursuant to Section 6.25; (viii) City acceptance of a Developer Improvement pursuant to Section 6.26; (ix) City review, inspection or action relating to Subdivision Infrastructure pursuant to Section 5.01; (x) City review, inspection or action relating to a Facility pursuant to Sections 7.02, 7.03 and 7.05; and (xi) a payment due under Article 7.

10.03 **Remedies.**

(a) **City** If Developers fail to cure a breach after receiving a Notice of Breach from the City, the City may terminate this Restated Agreement or may pursue all available legal and equitable remedies regarding said default, including specific performance.

(b) **Developers.** If the City fails to cure a breach under any provision of this Restated Agreement, other than an Article 7 obligation, Developers may terminate this Restated Agreement and pursue all available legal and equitable remedies, including specific performance and mandamus regarding said default; provided, however, that legal actions shall not include the recovery of damages against the City. If the City fails to cure a breach under any provision of Article 7 after receiving Notice of Breach from another Party, then such non-defaulting party may terminate this Restated Agreement and pursue all available legal and equitable remedies, including specific performance and mandamus regarding said default; provided, however, that the recovery of damages shall be limited to the collection of money due and payable to Developer(s) pursuant to Article 7.

10.04 **Stipulations**.

(a) The Parties each waive all claims for special, consequential and exemplary damages. Developers further waive any and all claims for damages whatsoever, save and except only, for Reimbursable Costs that may become payable pursuant to Article 7. Subject to the limitation of the award of damages set forth in Section 10.03(b) above and this Section 10.04, the City waives its governmental immunity to suit with respect to any action relating to the interpretation and enforcement of this Restated Agreement. Nothing in this section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a Party to this Agreement. The act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity or under this Restated Agreement.

(b) The Parties stipulate that (i) the City will provide water and wastewater service within Tessera; (ii) Developers waive any and all right to recover monetary damages caused by the City's default hereunder, save and except only the recovery of Reimbursable Costs that may be and become payable by the City under Article 7; and (iii) lacking such remedies at law, Developers will be irreparable harmed by the City's default. Therefore, the remedies of injunction or mandamus are necessary for the Developers to enforce the rights and obligations set out in Articles 5, 6 & 7 of this Restated Agreement, including those specifically identified in Subsection 10.02(b), because no adequate remedy at law exists. In the event of a default in the performance of any obligation identified in Subsection 10.02(b), it is agreed that an expedited hearing on the matter is appropriate and needed, and that in the event the Court is willing to issue an injunction, other equitable relief or a writ of mandamus, the bond amount required in connection with such injunction, equitable relief or writ of mandamus should not exceed $1,000.00.

(c) Except as provided in this Section 10.04(c), the City shall not be liable to the Developers, or to any other person or legal entity, for any monetary award, damages or costs pursuant to this Restated Agreement. Developers waive any and all present or future claims for damages; save and except only that if Article 7 becomes applicable and Developers construct one or more of the Facilities, the City shall be liable to the Developers for the Reimbursable Costs.

10.05 **Material Agreement**. The following are material inducements to Developers for entering into this Restated Agreement: (i) the terms of this Article 10; (ii) the City's agreement that the City's obligations under Articles 5, 6 and 7, including those identified in Subsection 10.02(b), are enforceable as set out in Section 10.03; and (iii) the stipulations set forth in Section 10.04.

10.06 **Waiver**. Any failure by a Party to insist upon strict performance by another Party of any provision of this Restated Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Restated Agreement. In order to be effective as to as to the Developers, any Developer waiver of a City breach or default under this Restated Agreement must be in writing and signed by an officer of the Developer and a written waiver

will only be effective as to the specific breach or default and as to the specific period of time set forth in the written waiver. In order to be effective as to the City, any City waiver of a Developer breach or default under this Restated Agreement must be in a writing and authorized by the City Council and signed by the City Manager or the Mayor, and a written waiver will only be effective as to the specific breach or default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent breach or default, or of the right to require performance of any provision of this Restated Agreement in the future. Except as explicitly provided in this Restated Agreement, nothing in this Restated Agreement shall be deemed a waiver by the City of any applicable state and federal law.

10.07 **Attorney's Fees.** A Party shall not be liable to another Party for attorney fees or costs incurred in connection with litigation between the Parties, including, but not limited to, any action, process or proceeding in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings regarding any such matter; provided that Sections 4.03(g), 6.21. 6.22 and 11.07(d) shall be and remain in full force and effect.

10.08 **Post Termination Rights**.

(a) Upon the termination of this Restated Agreement, this Restated Agreement will be of no further force and effect, except that such termination will not affect the City's obligation to: (a) allow connections, subject to City Rules, to the City's systems within each pressure zone of Tessera for which (i) the Subdivision Infrastructure has been constructed and accepted by the City; and (ii) the respective phase of the Utility Facilities described in **Exhibit "C"** has been constructed and accepted by the City; and (b) provide water and wastewater service in the amount of up to 2,030 LUEs if Developers have constructed all of the UF Phase 1 and UF Phase 2 Developer Improvements and the City has accepted such Developer Improvements subject to compliance with the City Rules regarding connections to the City's utility system.

(b) For any portion of the Property having not received a final plat prior to the termination of this Restated Agreement or for which all Subdivision Infrastructure has not been constructed and installed by Developer and accepted by the City, the City shall have no obligation to complete the infrastructure and such obligation to install and construct infrastructure shall be the obligation of the person or person(s) requesting water or wastewater service according to the City Rules in effect at the time of the request. The City shall have no obligation to construct water or wastewater utilities within the Property; provided, however, the UF Phase 1 and UF Phase 2 Developer Improvements have been accepted by the City, then the City shall be obligated to complete all City Improvements identified in a City Response issued by the City prior to the termination of this Restated Agreement.

(c) Upon the expiration or termination of this Restated Agreement, this Restated Agreement will be of no further force and effect; except that such expiration or termination

will not affect any right or obligation arising (i) under State Law; (ii) from Project Approvals granted during the Term of this Restated Agreement; and (iii) for completion of infrastructure for approved final platted section(s).

10.09 **Termination By Agreement**. This Restated Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developers, or may be terminated or amended as to a portion of the Property by the mutual written consent of the City and the Developer, or Developer's grantees and assignee, as to that portion or portions of the Property affected by the amendment or termination provided that, in such event, the termination of this Restated Agreement shall not limit, lessen, impair or modify the obligations of the Parties pursuant to, or for or with respect, to the Tessera on Lake Travis Public Improvement District, Tessera on Lake Travis Public Improvement District Financing Agreement, or any lien, assessment, document or obligation created for or with respect to the PID Bonds.

11. MISCELLANEOUS PROVISIONS

11.01 **Force Majeure**.

(a) The term "force majeure" shall mean, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas or any civil or military authority, including the City; insurrections, riots, epidemic, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people; civil disturbances; explosions, breakage, or accidents to machines, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Restated Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

11.02 **Notices**. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section 1; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Lago Vista
Attn: City Manager
P.O. Box 4727 (mail)
5803 Thunderbird (hand delivery)
Lago Vista, Texas 78645
Fax (512) 267-7070

With copy to:

McKamie & Krueger
223 W. Anderson Lane, Suite A105
Austin, Texas 78752
Telephone (512) 323-5778
Fax (512) 323-5773

Any notice mailed to the Developer and Phase I Developer shall be addressed:

Hines Interests Limited Partnership
Attention: Mark Cover
811 Main St, Suite 4100
Houston, Texas 77008
Telephone (713) 237-5660
Fax (713) 237-5657

with copies to:

Hines Interests Limited Partnership
Attention: Duke Kerrigan
515 Congress, Suite 1425
Austin, Texas 78701
Telephone (512) 652-0590
Fax (512) 652-0598

Hines Interests Limited Partnership
Attention: Rob Witte
2200 Ross, Suite 42W
Dallas, Texas 75201
Telephone (972) 716-2925
Fax (972) 934-1460

Munsch, Hardt Kopf & Harr, P.C.
Attn: Robert Kleeman
401 Congress Avenue, Suite 3050

Austin, Texas 78701
Telephone (512) 391-6115
Fax (512) 482-8932

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

11.03 **Multiple Originals**. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

11.04 **Entire Agreement**. This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

11.05 **Recordation**. A Memorandum of Agreement for this Restated Agreement may be recorded in the Official Public Records of Travis County, Texas.

11.06 **Governing Law**. This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Travis County, Texas.

11.07 **Cooperation and Third-Party Litigation**.

(a) The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third party lawsuit or other claim relating to the validity of this Restated Agreement or any actions taken by the Parties hereunder, Developer and City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Restated Agreement. The filing of any third party lawsuit relating to this Restated Agreement or the development of the Property will not delay, stop or otherwise affect the development rights or the City's processing or issuance of any approvals or permits pursuant to this Restated Agreement, unless otherwise required by a court of competent jurisdiction.

(c) The City agrees to cooperate, as appropriate, at no cost to the City, with Developer(s) in connection with any waivers or approvals Developer(s) may be required to obtain from other governmental authorities in connection with the development of Tessera; provided, however, the City shall not be obligated to cooperate if Developer(s) is challenging the applicability or legality of the rule with regard to which the waiver or approval is sought.

(d) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties pursuant to this Agreement, Developers and the City will cooperate in the defense of such suit or claim, and use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on the discretion of the City Council. The filing of any third party lawsuit relating to this Agreement or the development of Tessera will not delay, stop or otherwise affect the development of the Developer Improvements or the City Improvements, or the City's processing or issuance of any approvals for the Developer Improvements, unless otherwise required by a court order. Developers shall reimburse the City for any costs, expenses and fees reasonably incurred by the City by reason of any claim or litigation filed by a third person; provided, however, if the third party litigation alleges that the City did not properly authorize the execution of this Agreement, then Developers shall have no responsibility to reimburse the City for any costs, expenses or fees relating to such claim.

11.08 **Construction of Agreement**. All exhibits attached to this Restated Agreement are incorporated into and made a part of this Restated Agreement for all purposes. The paragraph headings contained in this Restated Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Restated Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Restated Agreement or its exhibits. This Restated Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

11.09 **Mortgagee Protection**.

(a) This Restated Agreement will not affect the right of Developer(s) to encumber all or any portion of the Property by mortgage, deed of trust, assessment lien or other instrument to secure financing for the Project. The City understands that a lender, prospective lender, bondholder or prospective bondholder providing financing for the Project (collectively "**Lender**") may require interpretations of or modifications to this Restated Agreement and agrees to cooperate with Developer(s) and its Lenders' representatives in connection with any reasonable requests for interpretations or modifications. The City agrees not to unreasonably condition, withhold or delay its action upon any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Restated Agreement. The City agrees as follows:

(i) The City will, upon written request of a Lender given in compliance herewith, provide the Lender with a copy of any written notice of default given to Developer under this Restated Agreement within ten (10) days of the date such notice is given to Developer.

(ii) In the event of default by Developer under this Restated Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Developer, either under this Restated Agreement or under the notice of default.

(iii) Any Lender who comes into possession, control or ownership of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Restated Agreement and the PID Bonds. Any person or entity who comes into possession, control or ownership of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Restated Agreement and the PID Bonds; provided that, excluding assessments made pursuant to the PID Bonds, such Lender, person or entity will not be liable for any defaults or monetary obligations of Developer arising prior to the acquisition of title; provided further that such Lender, person or entity will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Developer under this Restated Agreement that relate to the property in question have been paid and/or performed.

(b) Within thirty (30) days of written request by a Party given in accordance with this Restated Agreement, the non-requesting Parties will execute and deliver to the requesting Party a statement certifying that: (a) this Restated Agreement is unmodified and in full force and effect or, if there have been modifications, that this Restated Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Restated Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested.

11.10 **Right to Continue Development**.

(a) In consideration of Developers' agreements hereunder, the City agrees that, during the term of this Restated Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Restated Agreement or would have the effect of increasing Developers' obligations or decreasing Developers' rights and benefits under this Restated Agreement. This Restated Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

(b) Developers, their respective grantees, successors, assigns or subsequent purchasers obligation to complete infrastructure necessary to comply with this Restated Agreement and Applicable Rules shall be an obligation running with the land as more

particularly set forth herein which shall survive termination of this Restated Agreement and be enforceable at the discretion of the City.

11.11 **Severability, Equivalent Substitute Obligation**. If any provision of this Restated Agreement is held to be illegal, invalid, or unenforceable by a final judgment entered by a court of competent jurisdiction under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Restated Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each provision of this Restated Agreement that is illegal, invalid, or unenforceable, there be automatically added as a part of this Restated Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable that will most nearly preserve each Party's overall contractual benefit under this Restated Agreement. If any Party is unable to meet an obligation under this Restated Agreement due to a court order invalidating all or a portion of this Restated Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, or subsequent conditions that would legally excuse performance under this Restated Agreement, the Parties agree to revise this Restated Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Restated Agreement.

11.12 **Authorization**. The City certifies, represents, and warrants that the execution of this Restated Agreement has been duly authorized and that this Restated Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Developers certify, represent and warrant that the execution of this Restated Agreement is duly authorized in conformity with their respective authority.

11.13 **Certificate of Compliance**.

(a) Within thirty (30) days of written request by any Party requesting a statement of compliance with this Restated Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(i) this Restated Agreement is unmodified and in full force and effect or, if there have been modifications, that this Restated Agreement is in full force and effect as modified and stating the date and nature of each modification;

(ii) there are no current uncured defaults under this Restated Agreement, or specifying the date and nature of each default; and

(b) Any other information that may be reasonably requested. The City Manager will be authorized to execute any requested statement on behalf of the City; provided such statement relates only to general information about Tessera or (i) and (ii) above.

11.14 **No Third Party Beneficiary**. The provisions of this Restated Agreement are and will be for the benefit of the Parties only and are not for the benefit of any third party and, accordingly, no third party shall have the right to enforce the provisions of this Restated Agreement.

11.15 **Exhibits**. All Exhibits and other documents attached to this Restated Agreement are incorporated into this Restated Agreement for all purposes. The exhibits to this Restated Agreement are as follows:

Exhibit A – Metes and Bounds Description of the Property
Exhibit B – Tessera Development Plan
Exhibit C – Description of Utility Facilities
Exhibit D –Map of water and wastewater lines and the location of other Utility Improvements
Exhibit E – Phase 1 Development Area and Description of the Initial Entrance Road
Exhibit F –Right of Way License Agreement Form

EXECUTED in multiple originals as of the date set out below and effective as of August 16, 2012.

CITY OF LAGO VISTA, TEXAS

Attest:

By: _____
Name: Christina Buckner
Title: City Secretary
Date: 8/16/12

By: _____
Name:
Title: Mayor
Date: 8/16/12

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of August, 2012, by Randy Kruger, the Mayor of the **CITY OF LAGO VISTA, TEXAS**, a home rule city, on behalf of said city.

_____
NOTARY PUBLIC, State of Texas
My Commission Expires: 11-30-12

CHRISTINA M. BUCKNER
MY COMMISSION EXPIRES
November 30, 2012

DEVELOPERS:

HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis Land GP LLC,
a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership,
a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation,
its general partner

By: _____
Name: **Mark A. Cover**
Title: **Senior Managing Director**
CEO - Southwest Region

STATE OF TEXAS §
Harris §
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on August 17, 2012, by Mark A. Cover, Senior Managing Director CEO - Southwest Region of Hines Holdings, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of Hines Interests Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership, in its capacity as sole member of Hines Lake Travis GP LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hines Lake Travis Land Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

Adele T. Kline
Notary Public, State of Texas
My Commission Expires: 10-10-15

ADELE T KLINE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/10/15

Hines Lake Travis Land II Limited Partnership
a Texas limited partnership

By: Hines Lake Travis GP, LLC, a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its general partner

By: _____
Mark A. Cover
Senior Managing Director
CEO - Southwest Region

DL

Date: _____

THE STATE OF TEXAS §
Harris §
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on August 10, 2012, by Mark A. Cover, Senior Managing Director CEO - Southwest Region Hines Holdings, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of Hines Interests Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership, in its capacity as sole member of Hines Lake Travis GP LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hines Lake Travis Land Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

Adele T. Kline
NOTARY PUBLIC, State of Texas
My Commission Expires: 10/10/15

ADELE T KLINE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/10/15

EXHIBIT "A"
TO RESTATED DEVELOPMENT AGREEMENT

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION
877.263 ACRES

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J.S. PEACOCK SURVEY NO. 202, ABSTRACT NO. 2469, TEXAS-MEXICAN RAILWAY CO. SURVEY NO. 201, ABSTRACT NO. 2291, A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524, WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47 AND F. F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A DEED TO HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 2007077705, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND AT THE NORTHEASTERLY CORNER OF SAID HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP TRACT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431;

THENCE ALONG THE EASTERLY LINE OF SAID HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP TRACT THE FOLLOWING **40** COURSES:

1. SOUTH 33 DEGREES 12 MINUTES 06 SECONDS WEST A DISTANCE OF 618.10 FEET;
2. SOUTH 26 DEGREES 57 MINUTES 39 SECONDS EAST A DISTANCE OF 452.84 FEET;
3. SOUTH 16 DEGREES 52 MINUTES 30 SECONDS EAST A DISTANCE OF 366.98 FEET;
4. SOUTH 05 DEGREES 20 MINUTES 44 SECONDS EAST A DISTANCE OF 327.61 FEET;
5. SOUTH 16 DEGREES 44 MINUTES 09 SECONDS EAST A DISTANCE OF 367.91 FEET;
6. SOUTH 10 DEGREES 12 MINUTES 56 SECONDS WEST A DISTANCE OF 672.28 FEET;
7. SOUTH 35 DEGREES 14 MINUTES 57 SECONDS WEST A DISTANCE OF 659.99 FEET;
8. SOUTH 16 DEGREES 48 MINUTES 54 SECONDS WEST A DISTANCE OF 928.89 FEET;
9. SOUTH 53 DEGREES 47 MINUTES 38 SECONDS WEST A DISTANCE OF 531.05 FEET;
10. SOUTH 21 DEGREES 55 MINUTES 01 SECONDS WEST A DISTANCE OF 1249.64 FEET TO A 1/2" REBAR FOUND;
11. SOUTH 27 DEGREES 23 MINUTES 17 SECONDS WEST A DISTANCE OF 572.56 FEET TO A 1/2" REBAR FOUND;
12. SOUTH 27 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 192.63 FEET TO A 1" REBAR FOUND;
13. SOUTH 74 DEGREES 33 MINUTES 08 SECONDS WEST A DISTANCE OF 421.27 FEET;
14. NORTH 89 DEGREES 32 MINUTES 10 SECONDS WEST A DISTANCE OF 88.90 FEET;
15. SOUTH 73 DEGREES 51 MINUTES 05 SECONDS WEST A DISTANCE OF 78.77 FEET;
16. SOUTH 59 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 44.03 FEET;
17. SOUTH 67 DEGREES 22 MINUTES 07 SECONDS WEST A DISTANCE OF 82.77 FEET;
18. SOUTH 87 DEGREES 24 MINUTES 15 SECONDS WEST A DISTANCE OF 92.92 FEET;
19. NORTH 77 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 221.73 FEET;
20. SOUTH 70 DEGREES 06 MINUTES 50 SECONDS WEST A DISTANCE OF 79.91 FEET;
21. SOUTH 17 DEGREES 47 MINUTES 53 SECONDS WEST A DISTANCE OF 71.63 FEET;
22. SOUTH 20 DEGREES 22 MINUTES 04 SECONDS EAST A DISTANCE OF 68.81 FEET;
23. SOUTH 03 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 86.39 FEET;
24. SOUTH 14 DEGREES 13 MINUTES 11 SECONDS WEST A DISTANCE OF 103.23 FEET;
25. SOUTH 30 DEGREES 06 MINUTES 42 SECONDS WEST A DISTANCE OF 127.39 FEET;
26. SOUTH 30 DEGREES 38 MINUTES 30 SECONDS WEST A DISTANCE OF 220.08 FEET;
27. SOUTH 13 DEGREES 42 MINUTES 55 SECONDS WEST A DISTANCE OF 425.83 FEET;
28. SOUTH 24 DEGREES 16 MINUTES 13 SECONDS WEST A DISTANCE OF 222.75 FEET;
29. SOUTH 43 DEGREES 42 MINUTES 44 SECONDS WEST A DISTANCE OF 245.57 FEET;
30. SOUTH 38 DEGREES 48 MINUTES 26 SECONDS WEST A DISTANCE OF 287.20 FEET;
31. SOUTH 60 DEGREES 16 MINUTES 00 SECONDS WEST A DISTANCE OF 125.04 FEET;
32. SOUTH 84 DEGREES 04 MINUTES 35 SECONDS WEST A DISTANCE OF 89.08 FEET;
33. SOUTH 86 DEGREES 49 MINUTES 54 SECONDS WEST A DISTANCE OF 261.75 FEET;
34. NORTH 82 DEGREES 50 MINUTES 48 SECONDS WEST A DISTANCE OF 143.11 FEET;
35. NORTH 89 DEGREES 26 MINUTES 01 SECONDS WEST A DISTANCE OF 139.55 FEET;
36. SOUTH 46 DEGREES 42 MINUTES 48 SECONDS WEST A DISTANCE OF 192.93 FEET;
37. SOUTH 10 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 163.43 FEET;

JOB NO.: 09107S
DRAWN BY: SPA
SHEET 1 OF 6

TESSERA OVERALL PID TRACT
877.263 ACRES OUT OF THE
J. S. PEACOCK SURVEY NO. 202, ABSTRACT NO. 2469,
TEXAS-MEXICO R.R. CO. SURVEY NO. 201, ABSTRACT NO. 2291,
A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524,
F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541 AND WILLIAM
BRANDON SURVEY NO. 1 ABSTRACT NO. 47, TRAVIS COUNTY, TEXAS

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LINE TABLE

Course	Bearing	Distance
L1	S 33°12'06" W	618.10'
L2	S 26°57'39" E	452.84'
L3	S 16°52'30" E	366.98'
L4	S 05°20'44" E	327.61'
L5	S 16°44'09" E	387.91'
L6	S 10°12'56" W	672.28'
L7	S 35°14'57" W	659.99'
L8	S 16°48'54" W	928.89'
L9	S 53°47'38" W	531.05'
L10	S 21°55'01" W	1249.64'
L11	S 27°23'17" W	572.56'
L12	S 27°14'59" W	192.63'
L13	S 74°33'08" W	421.27'
L14	N 89°32'10" W	88.90'
L15	S 73°51'05" W	78.77'
L16	S 59°36'13" W	44.03'
L17	S 67°22'07" W	82.77'
L18	S 87°24'15" W	92.92'
L19	N 77°41'11" W	221.73'
L20	S 70°06'50" W	79.91'
L21	S 17°47'53" W	71.63'
L22	S 20°22'04" E	68.81'
L23	S 03°01'13" W	86.39'
L24	S 14°13'11" W	103.23'
L25	S 30°06'42" W	127.39'
L26	S 30°38'30" W	220.08'
L27	S 13°42'55" W	425.83'
L28	S 24°16'13" W	222.75'
L29	S 43°42'44" W	245.57'
L30	S 38°48'26" W	287.20'
L31	S 60°16'00" W	125.04'
L32	S 84°04'35" W	89.08'
L33	S 86°49'54" W	261.75'
L34	N 82°50'48" W	143.11'
L35	N 89°26'01" W	139.55'
L36	S 46°42'48" W	192.93'
L37	S 10°24'35" W	163.43'
L38	S 00°25'24" W	190.86'
L39	S 16°45'37" W	278.70'
L40	S 16°45'37" W	90.87'
L41	N 29°27'53" W	2516.33'
L42	N 10°28'55" W	899.62'
L43	N 49°14'34" E	482.59'
L44	N 34°21'18" E	1859.21'
L45	N 26°36'16" E	1103.91'
L46	N 26°36'15" E	1140.35'
L47	N 07°14'41" W	1076.01'
L48	N 14°03'02" E	419.01'
L49	N 03°16'01" W	383.69'
L50	N 26°33'36" W	2054.45'
L51	R= 622.67' Tan: 740.35' Chd: N 69°27'22" E	L= 1085.34' CA: 99°52'08" 953.07'
L52	N 19°31'18" E	471.71'
L53	R= 523.04' Tan: 278.41' Chd: N 47°32'51" E	L= 511.68' CA: 56°03'05" 491.52'
L54	N 75°36'20" E	112.66'
L55	R= 771.98' Tan: 114.05' Chd: N 84°00'34" E	L= 226.46' CA: 16°48'28" 225.65'
L56	S 68°57'36" E	95.64'
L57	R= 745.81' Tan: 91.00' Chd: S 73°27'50" E	L= 181.11' CA: 13°54'49" 180.67'

LINE TABLE (CONTINUED)

Course	Bearing	Distance
L58	S 78°16'01" E	95.64'
L59	R= 771.07' Tan: 11.22' Chd: S 58°49'06" E	L= 22.44' CA: 1°40'03" 22.44'
L60	S 57°52'51" E	561.89'
L61	R= 1187.78' Tan: 226.46' Chd: S 68°40'31" E	L= 447.56' CA: 21°35'21" 444.91'
L62	S 79°19'54" E	80.75'
L63	R= 524.88' Tan: 231.96' Chd: S 55°29'24" E	L= 436.82' CA: 47°41'00" 424.32'
L64	S 31°31'57" E	114.91'
L65	R= 1008.61' Tan: 208.12' Chd: S 43°11'30" E	L= 410.49' CA: 23°19'06" 407.66'
L66	S 54°55'51" E	261.77'
L67	R= 666.13' Tan: 399.12' Chd: S 24°00'07" E	L= 719.16' CA: 61°51'27" 684.74'
L68	S 06°54'33" W	78.67'
L69	R= 621.27' Tan: 311.45' Chd: S 19°42'59" E	L= 577.41' CA: 53°15'03" 556.85'
L70	S 46°22'27" E	96.87'
L71	R= 1441.34' Tan: 127.96' Chd: S 41°18'04" E	L= 255.25' CA: 10°08'48" 254.92'

JOB NO.: 09107S
DRAWN BY: SPA
SHEET 6 OF 6

TESSERA OVERALL PID TRACT
877.263 ACRES OUT OF THE
J. S. PEACOCK SURVEY NO. 202, ABSTRACT NO. 2459,
TEXAS-MEXICO R.R. CO. SURVEY NO. 201, ABSTRACT NO. 2291,
A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2534,
F.F. FAUBION SURVEY NO. 87, ABSTRACT NO. 2541 AND WILLIAM
BRANDON SURVEY NO. 1 ABSTRACT NO. 47, TRAVIS COUNTY, TEXAS

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EXHIBIT "B"

TESSERA DEVELOPMENT MAP

EXHIBIT "B"

DEVELOPMENT PLAN

The Property shown on the attached map (the "Tessera Development Plan Map") shall be developed for uses permitted in the PDD Zoning Ordinance, pursuant to approved Preliminary Plans, Site Development Plans and Final Plats. A phase or section of Tessera on Lake Travis may have a mix of uses as provided in this Development Plan, provided the areas in which each such use is permitted in a phase or section and the relationship of each separate use or occupancy to a different use or occupancy shall be provided on the recorded final plat, and appropriate setbacks or buffers shall be included between commercial, retail, multifamily, and recreational uses and areas to be developed for single family, attached single family and townhouse occupancies.

1. Land Use. This Development Plan includes the map attached hereto and made a part hereof for all purposes ("Tessera Development Plan Map").

   A. Area 1 shown on the Tessera Development Plan Map may be developed for a mixed use and may include retail, commercial office, multifamily, townhome, condominiums, single family attached and single family detached uses and park type uses, as specifically provided below. Areas designated for commercial, retail, or office uses be limited to those uses which shall comply with the zoning requirements and development standards of commercial zoning classification "C-1A" except as hereinafter specifically modified. Townhome uses, attached single family units or multifamily are allowed and shall comply with the zoning requirements and development standards of residential zoning classification "R-4" except as hereinafter specifically modified.

   B. Area 2 shown on the attached Tessera Development Plan Map shall be limited to residential, condominium and attached townhome uses as described herein, except as provided below.

   C. The following uses are allowed in Area 3: residential and attached townhome uses as described herein, except as hereinafter specifically modified. Amenity centers with a swimming pool, tennis courts, basketball courts, baseball and soccer play fields, decks, parking, trailhead facilities and other similar support facilities, including restaurant, and retail uses. Buildings comprising amenity center(s), dry stack boat storage facilities, and other support facilities shall comply with parks zoning classification "P-1B" standards. Restaurants and retail in stand-alone buildings shall comply with the zoning requirements and development standards of commercial zoning classification "C-1A" except as hereinafter specifically modified. Swimming pools, tennis courts, basketball courts, baseball and soccer play fields, decks, parking, public parks and trailhead facilities shall comply with parks zoning classification "P-1A" standards. Drainage areas, open space and other environmentally sensitive areas shall comply with parks zoning classification "P-2" standards. Each of these uses shall comply with the stated zoning requirements and development standards except as herein specifically

modified. Appropriate buffering will be provided between the dry stack boat storage and residential uses.

D. The single family residential lots for detached single family units shall comply with the zoning requirements and development standards for residential zoning classification "R-1G" (single family dwellings) except as hereinafter specifically modified. Attached single family units and attached townhome dwellings shall comply with the "R-4" zoning requirements and development standards, except as hereinafter specifically modified. Detached zero-lot line single family dwellings within shall comply with residential zoning classification "R-0" development standards.

E. Within Areas 1 and 2 the following uses are allowed: amenity centers with a swimming pool, tennis courts, basketball courts, baseball and soccer play fields, decks, parking, trailhead facilities and other similar support facilities. Buildings comprising amenity center(s), and other support facilities shall comply with parks zoning classification "P-1B" standards. Swimming pools, tennis courts, basketball courts, baseball and soccer play fields, decks, parking, public parks, and trailhead facilities shall comply with parks zoning classification "P-1A" standards. Drainage areas, open space and other environmentally sensitive areas shall comply with parks zoning classification "P-2" standards. Each of these uses shall comply with the stated zoning requirements and development standards except as herein specifically modified. Appropriate buffering will be provided between the dry stack boat storage and residential uses.

2. The City of Lago Vista shall have a public safety easement over all private streets and roadways which easement shall be described in subdivision plat or separate easement recorded in the Official Public Records of Travis County, Texas.

3. Each developed lot within the Property shall be served by the City of Lago Vista water and wastewater utility services. Wastewater utilities located within the Property, after acceptance of the wastewater system within the phase, are public utilities up to the point of connection to each lot's lot line. Water utilities, after acceptance of the water system within the phase, are part of the public system up to the point of connection to a private service meter.

4. Sidewalks shall not be required for areas with residential lots within the Property with a density of less than 6.5 units per acre. Sidewalks shall be required for all multifamily, non-residential, and single or two-family development having a density greater than 6.5 units per acre unless otherwise varied by the City Council based on a pedestrian pathways plan for walks and bikeways.

5. No street lights shall be required within this Property except for special lighting at critical locations and public gathering spaces to be designated by Developer. The Developer shall submit to the City Manager for approval a street light plan including light design and luminance specifications.

6. All site development must comply with the Highland Lakes Watershed Ordinance and City water quality regulations in effect on May 7, 2009.

7. Cut and/or fill slopes within the Property shall not exceed four feet (4') in height without a variance. All cut and fill variances in the Property may be approved administratively by the concurrence of the City Staff and City Engineer provided the cut and fill slopes greater than four feet (4') are appropriately sloped, terraced, or through installation of retaining walls to control erosion and sedimentation. All cut slopes must be stabilized in accordance with an approved geotechnical analyses provided to the City by a Professional Engineer. Site grading shall comply with accepted engineering practices, the Americans with Disability Act, and any other applicable federal, state, or regional regulations.

8. No oil drilling, extraction or removal of stone, gravel, caliche, minerals, earth or other natural material for commercial purposes shall be permitted.

9. No boats, recreational vehicles, or empty trailers may be parked outside on any residential lots within the Property.

10. No building or other structure, except a boat launch and boat docks necessary for access to Lake Travis, may be constructed within the Critical Water Quality Control zone of Lake Travis. Any access ramp necessary for boating operations into Lake Travis shall be approved, designed and constructed according to the standards of the Lower Colorado River Authority ("LCRA").

11. A maximum of 50% impervious coverage may exist on any detached single-family residential lot. This limit may be met on a lot basis or on a final plat basis. If computed on a final plat basis, the final plat shall contain no more than 50% impervious cover.

12. No single-family detached residence shall be constructed with less than 1,600 square feet of heated and cooled living area. No townhome or condominium unit shall be less than 1,200 square feet of heated and cooled living area. No apartment unit shall be less than 750 square feet. Off street parking for each detached single-family dwelling shall be consistent with city code requirements.

13. Maximum building height for any single family residential lot is thirty-five feet (35') above the highest point on the lot. Maximum building height for townhome lots is forty feet (40') above the highest point on the lot.

14. All residential and commercial structures shall have exterior facades constructed of a minimum 50% masonry.

15. Townhome development shall be restricted to a maximum 60% impervious cover limit. This limit may be met on a lot basis or a final plat basis. If computed on a final plat basis, the open space within the plat shall be common open space such that no more than 60% of the area within the townhome area plus the open space plat would be impervious cover.

16. The maximum building height for amenity center buildings within the Property shall not exceed two stories plus a daylight basement or a maximum of forty feet (40') above the highest point on the lot.

17. Within the Property, the following standards shall control over any contradictory requirements of the comprehensive zoning ordinance:

    A. Minimum building setbacks for residential lots within Area 1, 2, and 3 required to meet residential zoning classification "R-1G" standards are as follows:

        i. front yard setback is twenty feet (25');

        ii. rear yard setback is twenty feet (20'), except where the rear lot line is adjacent to common open space, then the rear yard setback is ten feet (10'); and,

        iii. side-yard setback is five feet (5'), except for zero lot line residential development.

    B. Minimum building setbacks for residential lots within Area 1, 2 and 3 required to meet residential zoning classification "R-0" or "R-4" standards are as follows:

        i. front yard setback is twenty feet (20'), provided the driveway is long enough for vehicles to park completely on the driveway without projecting into the street or other walking areas in the public right of way;

        ii. rear yard setback is twenty feet (20'), except where the rear lot line is adjacent to common open space, then the rear yard setback is ten feet (10'); and,

        iii. plats for or immediately adjacent to zero lot line development shall show a five foot (5') maintenance and drainage easement on the lot adjoining the "zero" side lot line, allowing for no less than ten feet (10') of area between dwellings in which no structure may be built.

18. For Areas 1 2 and 3, the lot requirements of the City's development standards shall apply, except for the following:

    A. The maximum building height for office buildings in Area 1 shall be fifty feet (50') from the highest point on the lot. Other commercial buildings shall conform to the height restrictions specified in commercial zoning classification "C-1A." height.

    B. The maximum building height for dry-stack boat storage facilities in Area 3 shall be forty feet (40') from the highest point on the lot. Reasonable efforts shall be made to minimize the visibility and profile of this facility using the natural terrain, natural architectural elements, and tree cover.

C. The dry-stack boat storage facility shall be allowed to store boats and boating-related equipment, boat handling equipment and materials, fuel for the operation of boats in approved containment and dispensing facilities, and boat repair and maintenance equipment.

19. The City may require right-of-way (ROW) along FM 1431 be dedicated for expansion of FM 1431. The amount of ROW, if required, shall be determined in consultation with TxDOT prior to approval of any plat with access to or adjoining FM 1431.

20. Driveways and street intersections along arterials and FM 1431 shall be no closer than 250 feet unless a TIA required by existing regulations calls for a greater separation. Adjacent parking lots along an arterial and FM 1431 shall be interconnected.

21. The road connecting the first preliminary plat area of the Project to FM 1431 will include a four (4) lane section and a two (2) lane section as depicted in the Exhibit "E" attached to the Restated Agreement ("Initial Entrance Road"). Phase I Developer may, at its sole option, submit construction plans for the Initial Entrance Road without a subdivision plat dedicating the right of way for the Initial Entrance Road. As a condition of the City's approval of the construction plans for the Initial Entrance Road, Phase I Developer will, at its sole option, dedicate the right of way plans for the Initial Entrance Road by either a separate instrument in a form approved by the City or by recorded plat. The City shall timely accept the Initial Entrance Road for ownership and operation if the Initial Entrance Road has been constructed in substantial compliance with the approved construction plans. So long as equipment used to construct major infrastructure (public roads, wet utility lines, water quality ponds and detention ponds) uses the Initial Entrance Road for entrance to and from the Property, the Initial Entrance Road will be maintained by Developers. Until the City accepts the Initial Entrance Road for maintenance, Phase I Developer will repair damages to the Initial Entrance Road caused by equipment used to construct major infrastructure for the Project; provided, however, that the City will be responsible to repair damages caused by public use of the road. Equipment, machinery and traffic uses associated with home building and site development is deemed to not be equipment used to "construct major infrastructure," as defined above. Once equipment used to construct major infrastructure is no longer driven on the Initial Entrance Road, Phase I Developer may request that the City accept the Initial Entrance Road for maintenance. So long as the Initial Entrance Road is in substantial compliance with the approved construction plans, the City shall timely accept the Initial Entrance Road for maintenance. The Initial Entrance Road will be the only road connection to FM 1431 for all development within Phase I of the Project. Notwithstanding any other provision in the City Code, a second entrance from the Project onto FM 1431 shall only be required once the daily trip reaches 3,480 trips based on actual traffic counts measured south of the traffic circle shown on the attached Exhibit "E". The Initial Entrance Road and the Second Entrance Road shall be the only two required public roads connecting the Project to FM 1431.

22. Traffic Analyses. The Developer has provided the City a Traffic Impact Analysis that addresses the intersection of the Initial Entrance Road and FM 1431. The Developer has provided the City a Daily Traffic Analysis for Phase 1 of the Project. The City has

reviewed and approved the Daily Trip Analysis to be used in conjunction with Phase 1 of the Project. The Initial Entrance Road, as depicted in Exhibit "C", has sufficient road capacity for the full build out of Phase I of the Project. The requirement to submit a traffic analyses with a preliminary plat application within Phase 1 of the Project has been satisfied. As a condition of the City's approval of the first final plat out of Phase 1 of the Project, Developer shall deliver to the City funds in an amount specified in the April 22, 2010 letter agreement between the City and the Developer regarding the funding of the improvements described in a letter from Department of Transportation ("TxDOT") to the City dated March 25, 2010. Developer shall fund one hundred percent of the costs of designing, engineering and constructing the improvements described in the AFA.

23. City Approval of Building Permits, Certificates of Occupancy, and Subdivision Plats.

    A. The City shall process and act upon an application for the approval of a preliminary Subdivision Plan, and Site Development Plans, if such applications substantially comply with the rules applicable to such application.

    B. The City will issue building permits for buildings to be constructed within a portion of the Property for which a final plat has been approved and recorded if the City has either accepted the completed subdivision infrastructure improvements for such phase, or the Developer has posted adequate fiscal surety for the subdivision infrastructure in a form approved by the City Manager of the City and Developer has begun construction of the subdivision infrastructure. The City will not issue a certificate of occupancy for any building until the City has accepted the subdivision infrastructure that serves the lot where the building is located. Model homes may be used for marketing purposes only prior to the issuance of a certificate of occupancy.

24. No building permits shall be issued on land for which a final plat has not been recorded, with the exception of construction and sales trailers or temporary facilities designed to prepare for, oversee, or manage the land planning, construction, or sales processes, which shall be removed upon or before the completion of the phase of development noted on an approved and recorded final plat.

25. Propane and Dry Utilities.

    A. Notwithstanding any other provision of the City Code, the City approves installation of a propane or natural gas distribution system to serve platted lots within the Property, subject to approval of construction plans and acceptance of the completed propane system, in phases, by the City Engineer, and any necessary state regulatory approvals. The owner and operator of the propane or natural gas distribution system shall be required to obtain a franchise from the City prior to the installation and operation of the propane or natural gas distribution system. The franchise shall provide standard terms and provisions and for the payment to the City of a City franchise fee.

B. In areas where it may be inappropriate to cut the dry utility trench through rock, Developer shall provide the City plans for placing the dry utilities in an above-ground conduit covered by sufficient soil and vegetation to avoid exposure of the conduit. The City Manager or his designee may approve dry utilities at minimum depths per utility suppliers' standards, which approvals may include requirements to cap conduits in concrete.

26. The City tree preservation and landscape standards in effect as of May 7, 2009 shall apply to development within the Property.

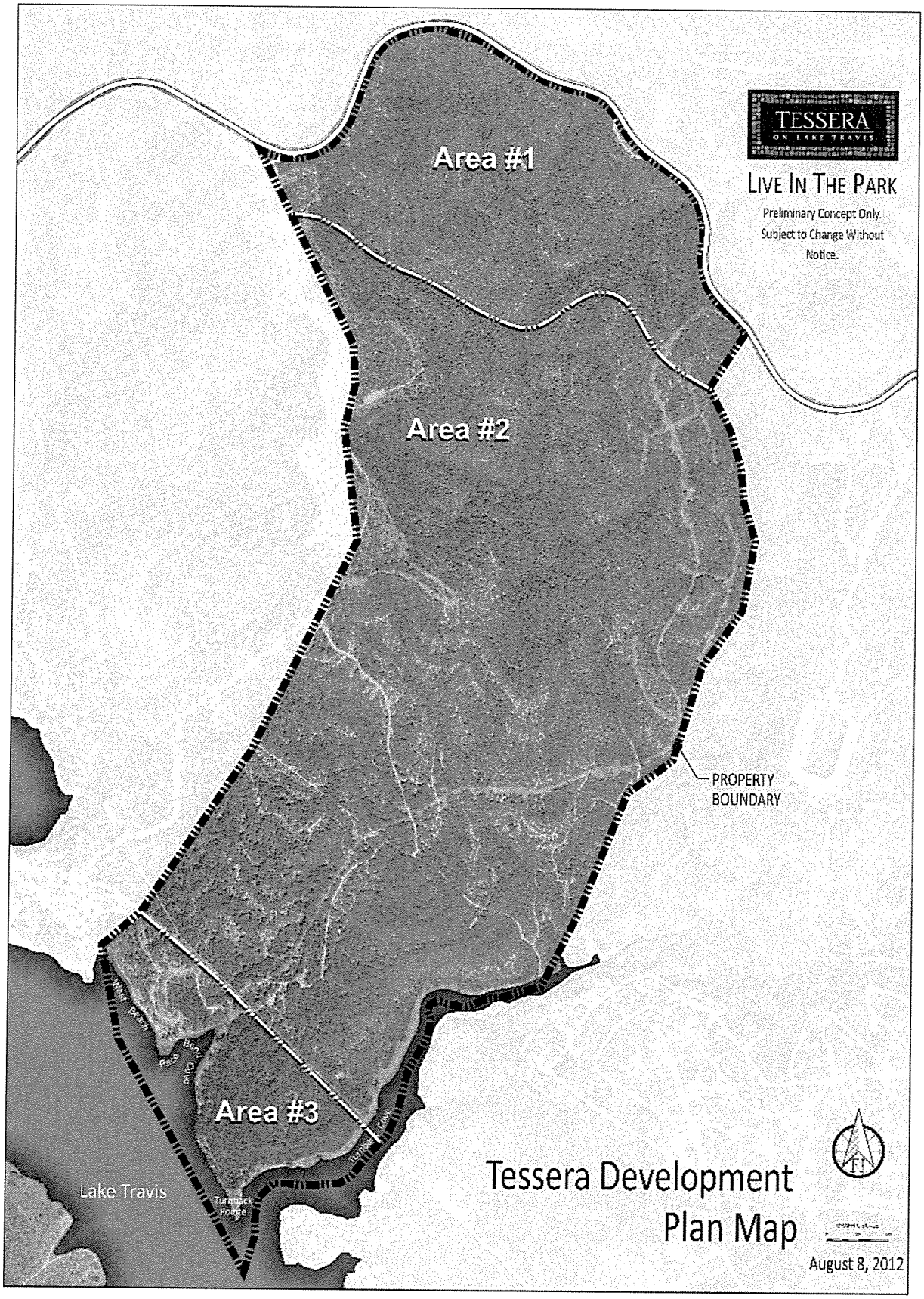

TESSERA
ON LAKE TRAVIS
LIVE IN THE PARK
Preliminary Concept Only.
Subject to Change Without
Notice.
Area #1
Area #2
Area #3
PROPERTY
BOUNDARY
Lake Travis
Turnback
Pointe
Tessera Development
Plan Map
August 8, 2012

EXHIBIT "C"
DESCRIPTION OF UTILITY FACILITIES

"Exhibit C"
DESCRIPTION OF UTILITY FACILITIES

This exhibit will lay-out the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis ("Tessera"). The Utility Construction will be phased. The Phase I water and wastewater improvements will provide 490 LUE's of service to Tessera. As long as Developers construct the necessary off-site Utility Improvements and internal utility improvements necessary to serve platted lots, Developers may use the 2030 water and wastewater LUE's in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Improvements.

Basic Assumption:
Tessera has requested service for 2,030 water and wastewater LUE's from the City. Unless the City approves and authorizes additional LUE's of utility services for Tessera, the Utility Facilities are limited to 2,030 water and wastewater LUE's of service. The Tessera development will require 3 water pressure planes to provide acceptable pressure ranges within the Property. Except as otherwise noted, Developers are responsible for the construction of all other water and wastewater lines required to deliver service to individual lots within the Property.

Water Service Zones for Tessera Development

	MSL1 elevations	psi pressure
1. Lower Pressure Plane		
490 LUE's		
Tank Overflow	943.5	
service zone	840	47
	700	102
2. Middle Pressure Plane		
510 LUE's		
Tank Overflow	1079	
service zone	965	47
	840	101
3. Upper Pressure Plane		
1130 LUE's		
Tank Overflow	1135	
service zone	1020	48
	920	90

1 Mean Sea Level

Water Components

Phase I (490 LUE's)
The initial City service will be for 490 water and wastewater LUE's in lower water pressure plane.

Utility Improvements required to deliver water to the Phase I.

1. Construct + 9,000 L.F. of 12" High Density Poly Ethylene ("HDPE") transmission line from WTP No 1 to the street intersection of Brewer Lane and Deepwood Drive.

2. Construct + 8,000 L.F. of 14" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway.

3. Inter-connect new pipelines described in 1. and 2. above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City's discretion.

4. Construct + 4,100 L.F. of 12" HDPE transmission line from the south end of Tessera Parkway to the Tessera West Ground Storage Tank site.

5. Construct 125,000 gallon ground storage tank at the Tessera West GST site.

Recommend a standard 24-foot high tank, approximately 30 ft. diameter.

Design; Ground Storage Tank (GST)		
Lower P.P treated as elevated	490 LUE's x 100 gals/LUE =	49,000
Fire Flow at 1,000 gpm for 1 hour		60,000
		109,000
Phase I	125,000 gallon tank	

6. Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add scada system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building.

Note. Initial low consumption will require re-circulations and re-chlorination at the Tessera West GST. Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase I Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Phase II Middle P.P. (510 LUE's)

Service to the remainder of Tessera, including the Middle P.P. and Upper P.P. (1540 LUE's)* may required the completion of WTP No.3 Improvements to be constructed by the City. The City is responsible for initiating the construction of WTP No. 3. In conjunction with the construction of WTP No. 3, the City will construct the WTP No. 3 pumps and transmission line from the WTP No. 3 site to the Lohmans water tank shown on Exhibit B.

Developer Improvements required for water service to Middle P.P. and upper P.P.:

1. Construct + 8,000 L.F. of 16" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway.

2. Construct + 5,400 L.F. of 14" and 16" HDPE transmission line from the south end of Tessera Parkway to the ground storage tank site (referred to as the Tessera East GST site).

3. Construct 2,000 L.F. of 16-inch water line from Lohmans tanks to the combination valve at the Cedar Ridge tank site.

4. Install a combination control valve for rate-of-flow and pressure reducing next to Cedar Ridge tank site.

5. Construct 1,500 L.F. of 16-inch water line from Cedar Ridge control valve west to the intersection of Brewer Lane and Deepwood Drive to tie into the 14-inch transmission line constructed in Phase I and the 16-inch water transmission line constructed with Phase II. Upon completion of the above described water lines and the combination control valve, Developers will have completed all off-site Developer Water Improvements for the delivery of 2030 LUE's to the Property.

6. The remaining Phase II Developer Improvements are required for delivery of water service within the Property.

Design; GST capacity required at East GST site.		
Middle P.P.		
hydro-pneumatic system		
servicing 510 LUE's		
Treated as ground storage	510 LUE's x 200 gals/LUE =	120,000
Upper P.P.		
pass through at	1030 LUE's x 50 gals/LUE =	51,500
		220,500
Fire flow at 1500 gpm for 2 hours (less 60,000 gals from Ph.1)		120,000
Phase II Storage Required		340,500 gals

7. Construct multiple GSTs for an additional 350,000 gallons at the East GST site.

8. Construct Hydro-pneumatic system to serve Tessera middle pressure plane. The Hydro system will take water from the east Tessera GST.

Design; Service to 510 LUE's:
Hydro pressure tank min. cap. @ 510 LUE's x 20 gals = 10,200 gals
The system may be phased with 2-tanks; 6,000 gals initially and 5,000 gals added.
Hydropump capacity; 2-pumps each at 550 gpm for domestic demands and a 3rd pump at 550 gpm to meet fire flow of 1500 gpm

Phase II, Upper P.P. (1130 LUE's)

Developer Improvements required for sufficient water pressure in the Upper P.P.

Construction required:
1. Construct Elevated Tank 300,000 gallon capacity.
   Design; Elevated tank capacity:
   Service: 1130 LUE's at 100 gals/LUE = 113,000 gals
   Fireflow (serving commercial and multi-family):
   1500 gpm for 2 hours 180,000 gals
   293,000 gals

2. 3,200 L.F. of 16-inch water line from the east Tessera GST to the Tessera Elevated Water Tank (EST).

3. Booster Pump Station pumping to EST, pumps located at Tessera (East) GST site
   Design; Phase with 3-500 gpm pumps initially
   Complete with 4 Pumps total with 3 pumps producing 1500 gpm for daily use
   4th pump stand-by

Wastewater Components

The wastewater collection line design described below assumes that a) the wastewater system will also be developed in phases coinciding with the water pressure planes; and b) the number of LUE's per pressure plane. If Developers intend to reallocate the number of LUE's among the pressure planes, the sizing and location of the internal wastewater lines may need to be re-evaluated.

Off-site wastewater utilities necessary to service the Property: Phase I for 490 LUE's, Phase II Middle P.P. (510 LUE's) and Phase II Upper P.P. (1030 LUE's) for the Tessera Development

Wastewater Components
Tessera wastewater lines are sized to serve by pressure planes based on the above LUE's.

Phase I
1. Wastewater Treatment Plant improvements at plant headworks. Construct force main header to combine multiple force mains entering plant.

2. Cost participate in the amount of $173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 l.f. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View.

3. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner's Lift Station.

4. Upgrade existing Bar-K Wastewater Lift Station and the Turner Lift Station with increased pump capacity, add odor control and add scada control.

5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road.

6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. (Wastewater force main sizing and phasing to be verified by design engineer.)
The following sizes are based on an analysis of flow.
a) Phase I, Lower P.P. construct approximately 6,500 l.f. of 8-inch HDPE wastewater force main from Burnet Trail in the Tessera development to Bar-K Ranch Road.

7. Construct low pressure wastewater force main at Lake crossing 3-8" HDPE wastewater force main.

8. Construct 8-inch HDPE low pressure wastewater force main to Burnet Trail.

Phase II

9. Construct off-site lift station near the existing Bar-K Lift Station (L.S.)
a) Tessera L.S. will require new site. Recommend Lot 3095 Bar-K Section 3, next to existing L.S.
b) Wet well:
Design; Wet well capacity and elevations:
12-foot diameter
26-foot deep
Bottom elevation 697
Top elevation 723
Flowline in for existing gravity line (approx.) elev. 708
c) Lift Station pumps to be phased.
Require 3 pump layout.

Design; Pumps
- Initially install (2) high head pumps
Add 3rd pump based on build-out, to be determined by City.

d) Details: Standby generator (size for 3 pumps), odor control, new electrical and scada controls, etc.

e) Connect discharge to the new 12-inch force main from Bar-K L.S. pumping to the Dawn Drive, tie into over-sized (12") Hollows force main.

10. Force mains from Tessera development to off-site new Bar-K L.S. (Wastewater force main sizing and phasing to be verified by design engineer.)

The following sizes are based on an analysis of flow.

a) Phase II, Lower P.P. construct 8-inch HDPE force main from Bar-K Lift Station to phase I 8-inch HDPE at Surrey Lane and Bar-K Ranch Road.

b) Phase II, Middle P.P. construct 8-inch HDPE force main from Bar-K Lift Station to middle P.P.

b) Phase II, Upper P.P. construct 8-inch HDPE force main from Bar-K Lift Station to upper P.P.

11. Wastewater Force Main (FM) from Bar-K Lift Station (LS) to Wastewater Treatment Plant (WWTP)

a) New Bar-K Lift Station (wastewater component no. 9 above) shall be sized with high head pumps to pump all the way to the WWTP.

b) Construct 12-inch force main from Bar-K Lift Station to Dawn Drive and tie into 12-inch over-sized force main constructed in Phase I for Hollow wastewater service.

12. Construct 8-inch wastewater force main from Surrey Lane to Bar-K Lift Station parallel to the existing City 8-inch wastewater force main at the same location.

Water System and Water Facilities

EXHIBIT "D"

Map of Water and Wastewater Lines and the Location of Other Utility Improvements

WATER INFRASTRUCTURE IMPROVEMENTS

PHASE 1 – INFRASTRUCTURE WATER IMPROVEMENTS
(W-1.1) – IMPROVEMENTS TO EX COLV WTP #1 TO INCLUDE 2 BOOSTER PUMPS
(W-1.2) – 9,000 LF 12" HDPE WATER MAIN
(W-1.3) – 8,000 LF 14" HDPE WATER MAIN
(W-1.4) – 14" & 16" HDPE WATER MAIN LAKE CROSSING
(W-1.5) – 1,000 LF 14" HDPE WATER MAIN TO BURNET TRAIL
(W-1.6) – 4,100 LF 12" WATER MAIN TO TANK
(W-1.7) – PROP WEST TANK SITE – 125,000 GAL GST (W/CHLORINATION EQUIPMENT)

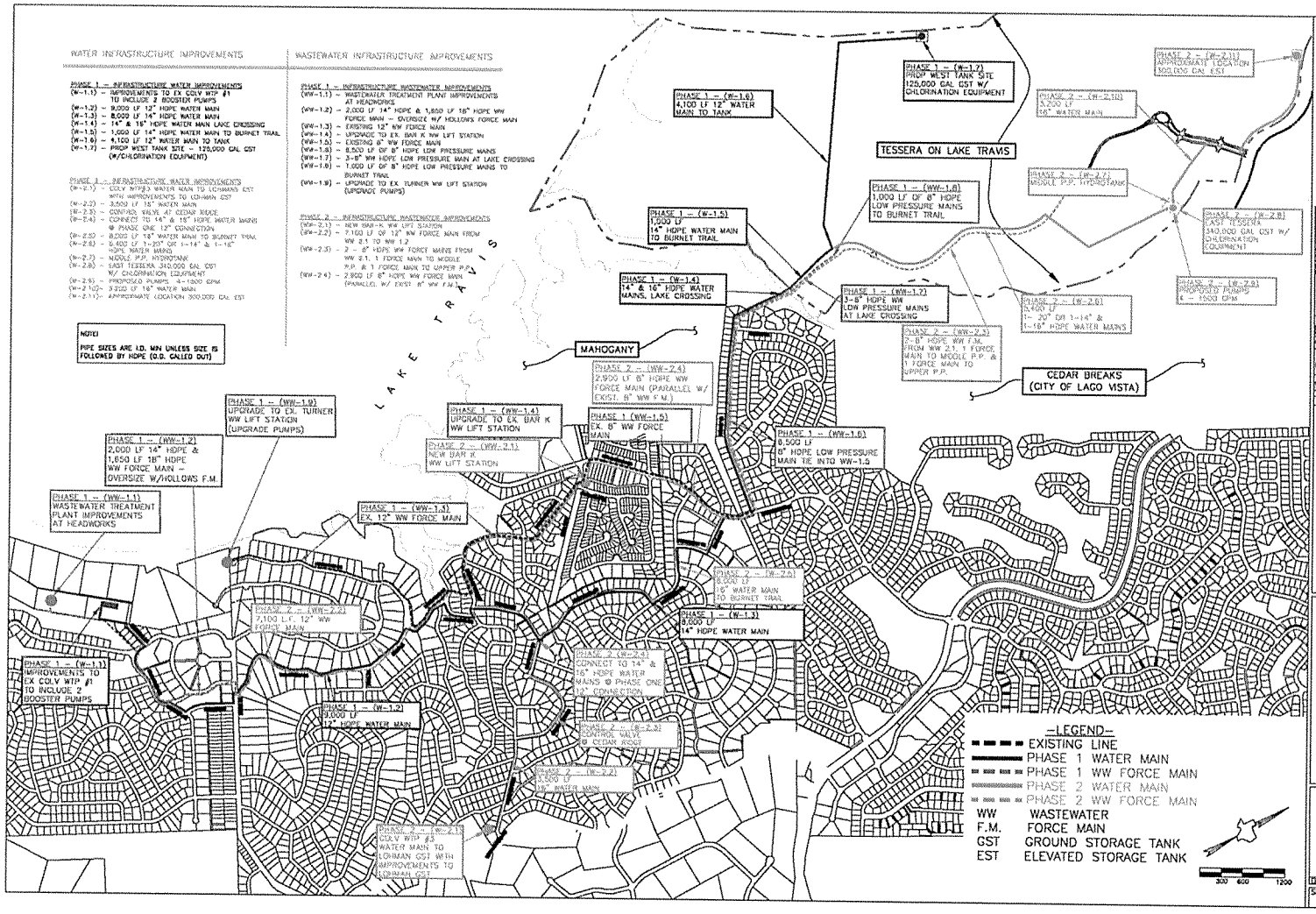
PHASE 1 – INFRASTRUCTURE WATER IMPROVEMENTS
(W-2.1) – COLV WTP #3 WATER MAIN TO LOHMAN EST WITH IMPROVEMENTS TO LOHMAN GST
(W-2.2) – 3,500 LF 16" WATER MAIN
(W-2.3) – CONFIRM VALVE AT CEDAR RIDGE
(W-2.4) – CONNECT TO 14" & 16" HDPE WATER MAINS @ PHASE ONE 12" CONNECTION
(W-2.5) – 8,000 LF 16" WATER MAIN TO BURNET TRAIL
(W-2.6) – 6,400 LF 1-20" OR 1-14" & 1-16" HDPE WATER MAINS
(W-2.7) – MIDDLE P.P. HYDROTANK
(W-2.8) – EAST TESSERA 340,000 GAL GST W/ CHLORINATION EQUIPMENT
(W-2.9) – PROPOSED PUMPS 4-1500 GPM
(W-2.10) – 3,200 LF 16" WATER MAIN
(W-2.11) – APPROXIMATE LOCATION 300,000 GAL EST

WASTEWATER INFRASTRUCTURE IMPROVEMENTS

PHASE 1 – INFRASTRUCTURE WASTEWATER IMPROVEMENTS
(WW-1.1) – WASTEWATER TREATMENT PLANT IMPROVEMENTS AT HEADWORKS
(WW-1.2) – 2,000 LF 14" HDPE & 1,650 LF 18" HDPE WW FORCE MAIN – OVERSIZE W/ HOLLOWS FORCE MAIN
(WW-1.3) – EXISTING 12" WW FORCE MAIN
(WW-1.4) – UPGRADE TO EX. BAR K WW LIFT STATION
(WW-1.5) – EXISTING 8" WW FORCE MAIN
(WW-1.6) – 6,500 LF OF 8" HDPE LOW PRESSURE MAINS
(WW-1.7) – 3-8" WW HDPE LOW PRESSURE MAIN AT LAKE CROSSING
(WW-1.8) – 1,000 LF OF 8" HDPE LOW PRESSURE MAINS TO BURNET TRAIL
(WW-1.9) – UPGRADE TO EX. TURNER WW LIFT STATION (UPGRADE PUMPS)

PHASE 2 – INFRASTRUCTURE WASTEWATER IMPROVEMENTS
(WW-2.1) – NEW BAR-K WW LIFT STATION
(WW-2.2) – 7,100 LF OF 12" WW FORCE MAIN FROM WW 2.1 TO WW 1.2
(WW-2.3) – 2 – 8" HDPE WW FORCE MAINS FROM WW 2.1, 1 FORCE MAIN TO MIDDLE P.P. & 1 FORCE MAIN TO UPPER P.P.
(WW-2.4) – 2,900 LF 8" HDPE WW FORCE MAIN (PARALLEL W/ EXIST. 8" WW F.M.)

NOTE:
PIPE SIZES ARE I.D. MIN UNLESS SIZE IS FOLLOWED BY HDPE (O.D. CALLED OUT)



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Providence Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9453

NO.	BY:	DATE:	REVISION

PROJECT NO. 1-1-1
DRAWN BY: KRW
DESIGNED BY: KRW
CHECKED BY: KRW
DATE: AUG. 3, 2012
SCALE: 1" = 1200'
PLOT DATE: 8-3-12

TESSERA ON LAKE TRAVIS
ALL PHASES

EXHIBIT "D"
UTILITY PLAN

DATE: AUG. 3, 2012
SHEET NUMBER: 1 OF 1

EXHIBIT "E"

Phase 1 Development Area and Description of the Initial Entrance Road

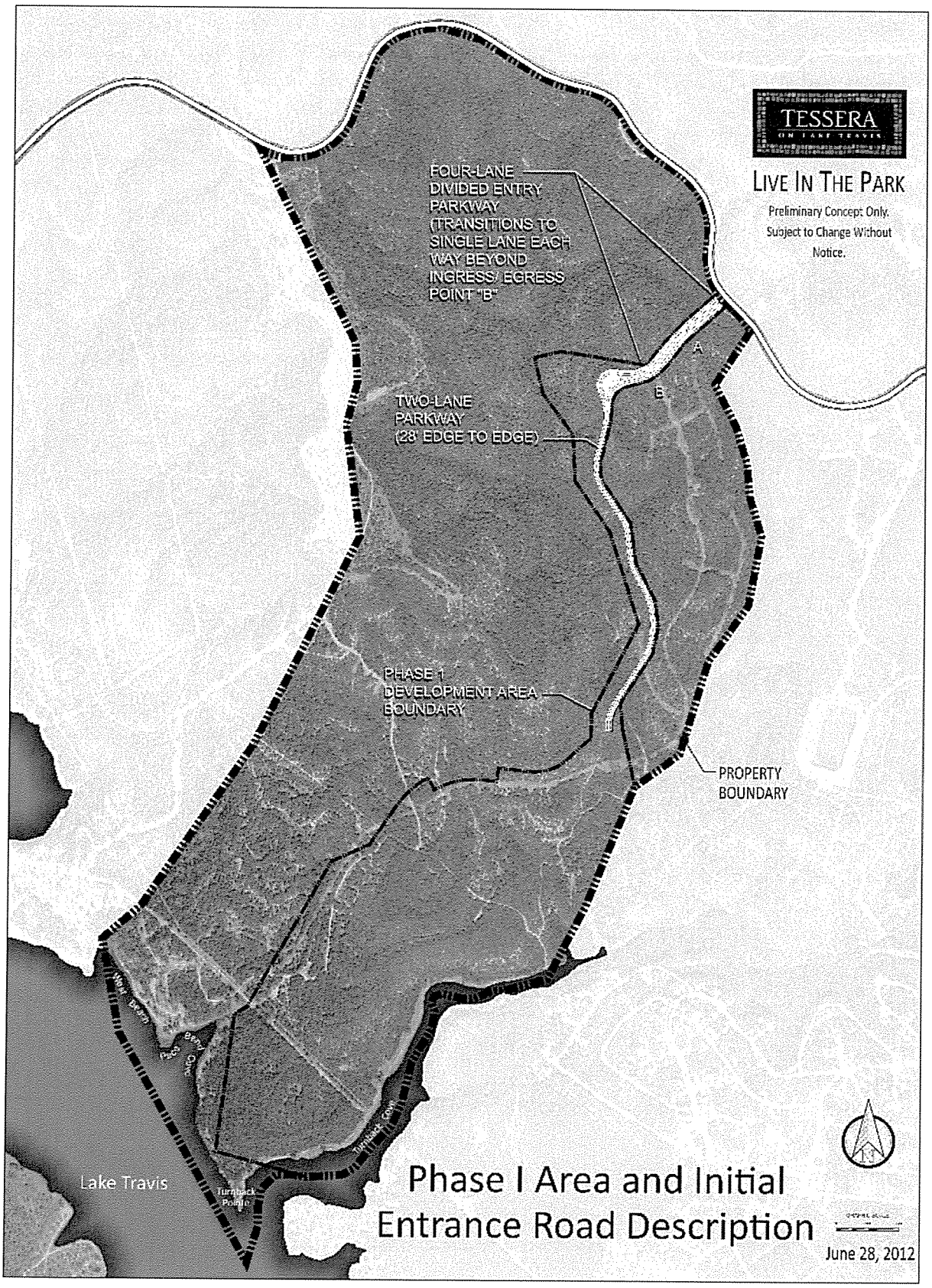

TESSERA
ON LAKE TRAVIS
LIVE IN THE PARK
Preliminary Concept Only.
Subject to Change Without
Notice.
FOUR-LANE
DIVIDED ENTRY
PARKWAY
(TRANSITIONS TO
SINGLE LANE EACH
WAY BEYOND
INGRESS/ EGRESS
POINT "B"
A
B
TWO-LANE
PARKWAY
(28' EDGE TO EDGE)
PHASE 1
DEVELOPMENT AREA
BOUNDARY
PROPERTY
BOUNDARY
Lake Travis
Turnback
Point
Phase I Area and Initial
Entrance Road Description
June 28, 2012

EXHIBIT "F"
Right of Way License Agreement

EXHIBIT "F"
LICENSE AGREEMENT

The City of Lago Vista, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "**City**"), and _____ _____ (the "**Licensee**"), enter into this License Agreement ("**Agreement**") on this the _____ day of _____, 20__, upon the terms and conditions set forth below.

PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of public streets within or abutting the Tessera on Lake Travis Subdivision ("**Tessera**") at the location(s) shown on the map attached hereto as **Exhibit "A"** and incorporated herein for all purposes (the "**Licensed Property**"), for the following purposes only: (1) the installation and maintenance of a signs identifying Tessera and providing related information, _____ inches tall and ___ inches wide, located not less than ____ feet from the edge of the pavement (the "**Signs**"); (2) the installation of landscaping including approved hard scapes; (3) the installation of an irrigation system for the landscaping; and (4) the repair, maintenance and replacement of the Sign, landscaping and irrigation system, within right-of-way of public streets within or abutting Tessera at the location(s) shown on Exhibit "A" hereto. The Sign, landscaping and irrigation system are sometimes collectively referred to herein as the "**Improvements**" and it is specifically provided that Improvements may not be placed within the right-of-way of a State maintained road or street.

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use,

operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property. The uses of the Licensed Property are subject to the City's right to interfere with or destroy Licensee's use of the Licensed Property, or any property or the Improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, upon fifteen (15) days' notice except in the event of an emergency, and assuming no obligation to Licensee, to remove any of the Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the Licensed Property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS:

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the Licensed Property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the Improvements now existing or to be later placed on the Licensed Property shall be at Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the Improvements, said removal or modification shall be at Licensee's sole discretion.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

City Address:

City of Lago Vista
Attn: City Manager
P. O. Box 4727
Lago Vista, Texas 77970-0178

with copy to:

McKamie Krueger, LLP
Attorneys at Law
223 West Anderson Lane, #A105
Austin, Texas 77852
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Licensee's Address: _____ _____ _____ _____ _____

_____ _____ _____ _____ _____
_____ _____ _____ _____ _____
_____ _____ _____ _____ _____

with copy to: _____ _____ _____ _____ _____
_____ _____ _____ _____ _____
_____ _____ _____ _____ _____
_____ _____ _____ _____ _____

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the Licensed Property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the Licensed Property is abandoned by Licensee, the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made, and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the Licensed Property. All installations of Licensee on a portion of the Licensed Property that is abandoned shall be deemed property of the City unless removed with the consent of the City; provided, however, if subsequently, a new license agreement is executed, all such Improvements will be available for use by Licensee without fee or charge. This provision will survive the termination of this Agreement.

VIII. TERMINATION:

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the Licensed Property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or condition of this Agreement, subject only to prior written thirty (30) days' notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The Improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the Licensed Property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the Improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the Licensed Property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. It is anticipated this License Agreement will be assigned to a Home Owner's Association whose Articles of Incorporation and Bylaws have been approved by the City. However, Licensee shall not assign, sublet or transfer its interest

in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer. The assignment shall not be or become effective until approved in writing by the City Manager of the City.

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 20__.

LICENSOR:

City of Lago Vista, Texas

By:
Name:
Title: City Manager

LICENSEE:

By:
Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 20__, by _____, City Manager, City of Lago Vista, Texas, on behalf of the City.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 20__, by _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Lago Vista
Attn: City Secretary
P. O. Box 4727
Lago Vista, Texas 77970-0178

FIRST AMENDMENT TO
RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS

THIS FIRST AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS ("**First Amendment**") is made as of the 3rd day of November, 2016 (the "**Effective Date**") is entered into by and among HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Texas limited partnership ("**Hines Lake Travis LP**"), HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("**Hines Lake Travis II LP**") (collectively "**Owners**"), and the City of Lago Vista, Texas, a municipal corporation (the "**City**"), acting by and through its duly authorized representative.

RECITALS:

A. Owners and the City executed a Restated Development Agreement having an effective date of August 16, 2012 regarding approximately 877 acres of land owned by Owners ("**Restated Development Agreement**");

B. The Restated Development Agreement identifies, among other things, the water and wastewater utility facilities Owners are obligated to construct for the provision of 2,030 LUEs of water and wastewater service to the Property described in the Restated Development Agreement ("**Developer Utility Improvements**");

C. The Restated Development Agreement obligates the City to construct such improvements to the City Utility System as necessary for the provision of 2,030 LUEs of water and wastewater service to the Property described in the Restated Development Agreement ("**City Utility Improvements**");

D. The Restated Development Agreement also sets out Utility Service Obligations which include general, specific and capacity commitments and further breaks down the specific service commitment as the First, Second and Subsequent Specific Service Commitments; the timing of such specific service requests and commitments which are based on requested and developed LUEs by the Developer are also set forth ("**Specific Service Commitments**");

E. Owners have constructed Items 1-4 and 6 of the Phase 1 Water Components of the required Developer Utility Improvements described in the Exhibit "C" attached to the Restated Development Agreement and constructed 212 lots in Phase 1 of Tessera on Lake Travis, in conformance with Section 4.02(a) of the Restated Development Agreement. The City and the Owners previously agreed that the Tessera West Ground Storage Tank (item 5 in Phase I, Exhibit C) did not need to be constructed;

F. The City has completed construction of Water Treatment Plant No. 3 and is in process with upgrades to Water Treatment Plant No. 1 which are part of the City Utility Improvements;

G. The City recently ran water models on the City's water system based on the installed Developer Utility Improvements and City Utility Improvements and believes that

amendments to the current required Utility Facilities attached as Exhibits "C" and "D" to the Restated Development Agreement are beneficial to both parties; and

H. The parties wish to amend the Restated Development Agreement and Exhibits "C" and "D" with respect to Utility Facilities and Utility Services .

NOW, THEREFORE, in consideration of the above stated execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

2. Section 2.31 is modified as follows: "**Pressure Plane Facilities**. The water and wastewater improvements for a particular pressure plane, as described in the attached **Exhibit "C"**.

3. Article 6 is modified to read as follow:

*****

6. UTILITY FACILITIES AND UTILITY SERVICES

6.01 **Intent of the Parties Regarding Utility Services.** As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for 500 LUEs water and wastewater service to Tessera. Since the completion of Water Treatment Plant #3, the City has sufficient water treatment capacity to meet all of the City's water service commitments for the full build out of Tessera and the full build out of all other proposed development projects within the corporate limits of the City; the City may not have sufficient wastewater treatment capacity to meet all of the wastewater service commitments for the full build out of Tessera when ultimately completed. The City represents that the City has rights to sufficient raw water to meet the City's overall service obligations, including, providing 2,030 LUEs of water service to the Property in accordance with the terms of this Restated Agreement. The Parties acknowledge that Tessera will build out over a number of years and that the City may decide to incrementally construct additional treatment capacity over time. Developers acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand the City's utility system to enable the City to meet its utility service obligations under this Restated Agreement. Developers further acknowledge the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Restated Agreement. The City acknowledges that Developers require certainty regarding the City's plans for meeting the City's utility service obligations under this Restated Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations, including the provision of Utility Service to Tessera in accordance with the terms of this Restated Agreement. The Parties acknowledge that the delivery of an operational Utility Improvement to the City can require two or more years of planning, engineering and construction. The Parties further acknowledge the delivery of an operational Utility Improvement requires a significant financial investment.

6.02 Communications. The Parties will communicate and consult on a regular basis (not less frequently than once a year) regarding (i) the Developers' best estimate of the Developers' schedule for filing future preliminary plat and final plat applications and requests for PID financing during each successive two year periods so that the City will have at least a two year planning horizon for the construction of City Improvements; and (ii) the City's Utility Service Plan.

6.03 Utility Service Obligations Defined. This Restated Agreement provides for three types of Utility Service commitments that the City can make:

(a) General commitment to provide 2,030 LUEs of Utility Service to the Property pursuant to the terms of this Restated Agreement;

(b) Specific service commitment to deliver a specific number of LUEs of Utility Service to the Property by a specific date so that Developers may record subdivision plats subject only to the construction of Subdivision Infrastructure for such plat; and

(c) Reservation of capacity within the City's utility system at the time a subdivision plat is recorded so that upon the City's acceptance of Subdivision Infrastructure for said subdivision plat, the City will sell utility connections for Lots within said subdivision plat area.

6.04 General Service Commitment.

(a) Subject to Developers' satisfaction of the terms and conditions of this Article 6, the City shall timely provide the Developers and subsequent owners of land within Tessera with water and wastewater service required for the development of Tessera and, upon payment to the City of the City's applicable tap fees and impact fees, allow connections to the City's system for each LUE of service requested. Notwithstanding the foregoing sentence, the City is not obligated to provide a total of more than 2,030 LUEs of water service and 2,030 LUEs of wastewater service to Tessera. This subsection constitutes the terms and conditions of the City's general commitment of Utility Service to the Property. The City makes no representation that 2,030 LUEs of water and wastewater service will be sufficient for the full development of Tessera if such development is more intense or is otherwise materially different from the development described in the Tessera Development Plan.

(b) The Parties agree that development of the Utility Facilities and Utility Services shall be organized and provided within three (3) water service pressure planes: Lower Pressure Plane, Middle Pressure Plane and Upper Pressure Plane, as more fully set out in Section 6.10 and **Exhibits "C" and "D."** Rather than arbitrary numbers of LUEs being determinative of the amount of LUEs that are allowed to be requested, it shall be determined more in line with the pressure plane that such request is associated with. The general service commitment for the Lower Pressure Plane is 500 LUEs; the general service commitment for the Middle Pressure Plane is 510 LUEs; and the general service commitment for the Upper Pressure Plane is 1020 LUEs.

6.05 First Specific Service Commitment.

(a) This Restated Agreement constitutes the First Developer Request For Specific Commitment of Service in the amount of 500 LUEs of water and wastewater service. Such request may be referred to as the Lower Pressure Plane Request.

(b) This Restated Agreement constitutes the City Response to the First Developer Request For Specific Service Commitment and constitutes the City's Specific Service Commitment for 500 LUEs of water and wastewater service connections within the Lower Pressure Plane.

6.06 **City Utility Service Plan.** No later than one year after the City's acceptance of all the Lower Pressure Plane Developer Improvements described in the attached **Exhibit "C"**, the City shall adopt and, thereafter maintain at all times, the City's plan to meet the City's overall Utility Service obligations, including the City's general commitment of Utility Service to Tessera in accordance with the terms of this Restated Agreement. **("City Utility Service Plan")** The City Utility Service Plan will include one or more of the following: a) expansion of water treatment plant No.2; b) construction of Water Treatment Plant No. 3; or c) any other Utility System improvements or enhancements approved by the City. The City may amend or modify the City Utility Plan from time to time.

6.07 **Second and Subsequent Specific Service Commitments.**

(a) Developers may make a specific service request for the Lower or Middle Pressure Plane that exceeds the number of LUEs in the general service commitment for each pressure plane; provided, however, Developers may not request more than a ten percent (10%) increase in the number of LUEs provided in the general service commitment for such pressure plane. The requested number of LUEs per pressure plane shall not vary more than 10% from the numbers given herein or in **Exhibit "C**." Adjustments in the final LUEs shall be dependent upon where development occurs and whether density in one pressure plane is impacted.

(b) Upon the recording of the second subdivision plat, then Developers may request that the City provide a second specific service commitment for additional Utility Service to Tessera; provided, however, that such request shall be for no more LUEs of additional service as is generally outlined in Section 6.04(b) above for the pressure plane that such subdivision plat is associated with **("Second Developer Service Request").** The Second Developer's Service Request must provide a date by which Developers estimate the additional Utility Service will be required to be available to the Property for the development of Tessera; provided, however, that such future date will provide the City at least two years advance notice of when the development of Tessera will require Utility Service connections using more than the initial 500 LUEs of Utility Service.

(c) After the Second Developer Service Request, Developers may make additional Developer Service Requests for Specific Service Commitments in accordance with this subsection 6.07(b) **("Subsequent Developer Service Request").** Developers may submit a Developer Service Request for the City to provide a new Specific Service Commitment for additional Utility Service to Tessera when the total number of LUEs subject to a Specific Service Commitment falls below 200 LUEs. Upon the recording of a subdivision plat, the LUEs attributed to each Lot in the subdivision plat will no longer be considered subject to a Specific Service Commitment and will be considered Reserved Capacity. Subsequent Developer Service Requests may not request more than 400 LUEs and may not set a date required for the delivery of additional Utility Service that is less than two years from the date of the Subsequent Developer Service Request. For purposes of providing an example regarding how this subsection 6.07(c) operates, if Developers request 400 LUEs in the Second Developer Service Request (total number LUEs subject to a Specific Service Commitment would be 900 LUEs) and Developers record subdivision plats containing a total of 700 Lots (Reserved Capacity), the

remaining number of LUEs subject to a Specific Service Commitment would be 200 LUEs.

(d) The Parties shall consult, if requested by any Party, regarding the details and timing relating to the Second Developer Service Request or any Subsequent Developer Service Request. It is the Parties' intent to act in good faith to work collaboratively to agree on the terms of the City's response to a Developer Service Request. Notwithstanding the Parties entering into the consultation process described in the subsection 6.07(a), the City shall formally respond in writing to a Developer Service Request within 45 days of receipt of the Second Developer Service Request (**"City Response"**). A City Response shall include one or more of the following, as applicable: (i) the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tessera; (ii) if the City does not commit to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, then the City Response shall describe the specific enhancements, expansions and new utility facilities that the City will complete to be able to deliver the LUEs requested in the Developer Service Request by the date additional services is required as set forth in the Developer Service Request (**"City Improvements"**); and (iii) the Developer Improvements described in the attached **Exhibit "C,"** if any, that must be constructed and operational for the City to deliver the additional Utility Service capacity to the Property; provided that, unless the City Response states that a required City Improvement may be delivered at an earlier date, no such City Improvement shall be required to be available within less than two years for the date of the Developer Service Request.

(e) Any City Response that identifies City Improvements to be constructed will describe each City Improvement by including the type of utility improvement and proposed capacity of the City Improvement. Additionally, the City's Response will include the City's good faith estimate for the date of the completion and operation of the City Improvement. The description of the City Improvements shall be in reasonable detail so that, if necessary, Developers may have construction plans prepared to bid and construct the City Improvements pursuant to Article 7.

(f) The City Response shall constitute the City's determination of how the City will operationally provide the amount of water and wastewater services described in a Developer Service Request by the date additional services is required that is set forth in the Developer Service Request and shall constitute the terms and conditions of the City's Specific Service Commitment; provided, that absent agreement by the City, no date for which additional service is required in a Developer Service Request shall be less than two years from the date of said request. The City Response shall, upon delivery to Developers, be a binding and enforceable obligation of the City to (i) sell, upon request, utility connections for the number of LUEs that the City commits to hold and allocate in the City's existing utility system; and (ii) to construct and complete the City Improvements, if any, by the date additional service is required as set forth in the Developer Service Request. The City's performance of the obligations described in the preceding sentence shall be subject to Developers' compliance with Section 4.02 and this Article 6. The City acknowledges that Developers will rely on the City's Response in proceeding with the development of Tessera. The City further acknowledges that in identifying the City Improvements the City is obligated to complete the construction of the City Improvements or purchase the City Improvements pursuant to Article 7. Therefore, the City may not modify or change any aspect of the City Response without the prior notice to the Developers; provided that such changes or modifications do not extend or delay the delivery time required for a City Improvement.

(g) The City may, at any time and at the City's sole discretion, deliver to Developers a final Specific Service Commitment for the remaining number of LUEs subject to a general commitment, as described in Section 6.04. The final Specific Service Commitment shall identify the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tessera. Upon the issuance of the final Specific Service Commitment, Developers will not be required to submit any further Developer Service Requests.

6.08 **Update to City Response.** Based on the schedule included in the City Response, Developers may, from time to time, request the City to provide a written status report on the City's progress in completing the City Improvements, including, the design, engineering, land acquisition, funding, and construction (**"Developer Inquiry"**) The City shall provide to Developers a written response to a Developer Inquiry within ten (10) working days.

6 09 **City Non-Performance of A Specific Service Commitment**.

(a) So long as one of the following have occurred: (i) the City states in either a City Response described in Section 6.07 or an update response described in Subsection 6.08 that the City will not construct and complete the City Improvements within the time required by Section 6.07(e); (ii) the City refuses to respond to a Developer Inquiry pursuant to Subsection 6.08 and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10; or (iii) the City has failed to initiate or complete one or more of the tasks described in the City Response so that the City cannot reasonably be expected to comply with the delivery date required for the number of LUEs of Utility Service requested in a Developer Service Request and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10, then, in addition to the pursuing any or all Article 10 remedies, Developers may notify the City of Developers' intention to construct the City Improvements pursuant to Article 7 (**"Developers' Notice of Intent to Construct City Improvements"**).

(b) Within ninety (90) days of the City's receipt of the Developers Notice of Intent to Construct City Improvements, the City may notify Developers that the City has (i) revised the City Response to commit the City to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, or (ii) decided to proceed with the construction of the City Improvements identified in the Developers' Notice of Intent to Construct City Improvements (**"City Notice to Proceed"**). A City Notice to Proceed is not effective unless it contains the following information: (i) the estimated date by which the City will award the construction contract; (ii) the estimated number of days to be included in the construction contract for the completion of the City Improvements; and (iii) the date by which the City intends to have the City Improvements operating. Upon the delivery to Developers of the City Notice to Proceed, the City Notice to Proceed shall replace and supersede the City Response; provided, however, the City Notice to Proceed shall not alter the number of LUE's or the required date for delivery established pursuant to Section 6.07. The schedules and commitments included in the City Notice to Proceed shall be deemed and shall constitute binding obligations of the City that Developers may enforce under this Restated Agreement.

(c) If the City does not deliver the City's Notice to Proceed in compliance with Subsection 6.09(b), then the City shall be deemed to have made the decision, at its sole discretion, to effectuate and be bound by the terms of Article 7 for the construction, use and acquisition of the City Improvements if Developers deliver to the City a notice that Developers will proceed with the design, engineering and/or construction of the City Improvements pursuant to the terms of Article 7 (**"Developer Notice to Proceed"**).

(d) Neither the delivery of Developer's Notice To Proceed to the City nor the Developer's construction of the City Improvements ("Facilities" in Article 7) shall release the City of the City's obligations under this Restated Agreement to have funded and constructed such City Improvements or any future City Improvements identified by the City in any future City Response.

6.10 **Utility Facilities Defined and Described.** The Utility Facilities are the water and wastewater facilities listed and described in the attached **Exhibit "C"** and shown further in the attached **Exhibit "D"** that are grouped and sequenced into three pressure planes. A specific, individual water and wastewater improvement associated within a particular pressure plane is referred to as a"**Utility Improvement.**" The specific water improvements that must be accepted by the City before the City will allow water service connections to land within a particular pressure plane are described in the attached **Exhibit "C"**. The three water pressure planes (**"Lower Pressure Plane" "Middle Pressure Plane"** or **"Upper Pressure Plane"**) within Tessera are described by elevation in the attached **Exhibit "C"**. The Parties have negotiated the general alignment of water and wastewater lines and the location of other Utility Improvements, as shown on the map attached hereto as **Exhibit "D"**.

6.11 **Approval of Utility Improvement Design.** The City hereby approves the design, sizing, location and route of the Utility Facilities, as described in the attached **Exhibit "C"** and **Exhibit "D"** as being adequate for the delivery of the number of water and wastewater LUEs for each Pressure Plane. The construction plans and specifications for the construction of a Developer Improvement shall be subject to approval by the City. At any time prior to commencement of the design of the construction plans and specifications for a Developer Improvement, the City may request modifications to either **Exhibit "C"** or **Exhibit "D"** to better facilitate provision of the Utility Services. The parties shall negotiate in good faith to reach an agreement on any proposed modifications to either **Exhibit "C"** or **Exhibit "D."**

6.12 **Utility Improvement Construction Obligations.**

(a) **Developers.** The Utility Improvements that Developers shall construct (the "**Developer Improvements**") are described in the attached **Exhibit "C"**. Upon the construction of all of the Developer Improvements listed under the Lower and Middle Pressure Planes in the attached **Exhibit "C"** and the City's acceptance of said Developer Improvements, Developers' rights to 2,030 LUEs of water and wastewater service shall be Vested under State Law. The Developer Improvements listed under the Upper Pressure Plane in the attached **Exhibit "C"** are necessary only for the distribution of utility services and for pressure maintenance within the Property and for meeting fire flow requirements within the Property.

(b) **City.** Subject to Developers compliance with Section **4.02** and this Article **6,** the City is obligated to construct the City Improvements in accordance with the terms of this Restated Agreement. The City shall be solely responsible for the construction and installation of the City Improvements.

6.13 **Phasing.** Developer Improvements, or a segment of a Developer Improvement within a particular water pressure plane, may be constructed separately and dedicated separately to the City for acceptance in accordance with the procedures set forth in this Restated Agreement.

6.14 **Service Units Defined.** The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable

construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on the City's 2008 impact fee study which is incorporated into this Restated Agreement for the limited purposes set forth in this Article.

6.15 **General Conditions For Connections to the City Utility System**.

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to a Lot within Tessera unless the requisite Utility Improvements, as described in the attached **Exhibit "C"** and requisite Subdivision Infrastructure are constructed in accordance with City approved plans and specifications, and then accepted by the City. The City acknowledges that Developers are, in proceeding with the construction of the Lower Pressure Developer Improvements, relying on the City's performance of the City's obligation to timely provide 2,030 LUEs of water and wastewater service to the Property in accordance with the terms of this Restated Agreement.

(b) The projected capacity of each pressure plane has been calculated and determined by the City in consultation with the Developers and their respective consulting engineers. Notwithstanding any other provision in this Restated Agreement, the number of LUEs associated with a Pressure Plane defined in **Exhibit "C"** shall not limit the number of service connections within any Pressure Plane in the Property so long as (i) Developers have constructed all of the Developer Improvements, listed under the Lower and Middle Pressure Planes in the attached **Exhibit "C"** in accordance with the Approved Plans, (ii) Developers have constructed such Subdivision Infrastructure as necessary to meet the City's applicable requirements for a service connection and (iii) the City has accepted such Developer Improvement. If the Developers' reallocation of LUEs within the Property requires a modification to the Developer Improvements described in the attached **Exhibit "C"** then Developers shall be solely responsible for the costs of designing, engineering and constructing the alternative Developer Improvements.

(c) If the City modifies: (i) the definition of a LUE as compared to the LUE definition incorporated into this Restated Agreement; (ii) water pressure requirements for a service connection to land within Tessera; (iii) fire flow requirements; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to a section of Tessera; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Restated Agreement, unless such modification by the City is in response to requests by the Developers. If the modifications described in the preceding sentence are required by federal or State Law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

6.16 **Engineering and Construction Plans.** Developers shall be responsible for funding the preparation of construction plans and specifications for the Developer Improvements. The City shall be responsible for funding the preparation of construction plans and specifications for the City Improvements. City approval is required for all such plans and specifications.

6.17 **Approval of Construction Plans.** The City shall timely review, approve and sign, or disapprove and return with an explanation, as appropriate, construction plans for a Developer Improvement (the "**Plans**") The City shall review and approve, or disapprove, on a

timely basis the Plans as they are submitted to the City. The term "timely basis" shall be interpreted in light of the development schedule, as presented to the City by Developers, provided that in no event shall the City have fewer than 30 calendar days and no more than 45 calendar days for the City's initial review of submitted Plans. If the City disapproves any submitted Plans, the City shall provide a written explanation of the reasons for such disapproval so that if the Plans are revised in accordance with City's comments, the Plans will comply with the Applicable Rules and can be approved. The City shall, on a timely basis, review and comment on updates to re-submitted Plans. The term "timely basis" in the preceding sentence shall be interpreted that in no event shall the City have fewer than 15 calendar days and no more than 25 calendar days for the City to review and provide comments to any set of Plans that have been revised or updated based on previous comments from the City. Construction plans approved by the City are referred to as the "Approved Plans."

6.18 **Use of City Property and Easements.** The City hereby consents, at no cost to the Developers, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for the Developers to perform their respective obligations under this Restated Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the right-of-ways and easements and avoidance of utility facilities existing in such rights of way and easements. The location of any Developer Improvements described in the attached **Exhibit "C"** on City property other than the City rights-of-way and easements shall be in the discretion of the City. Developers have secured the dedication to the City of the Public Utility Easement recorded in Document No. 2011176460, Official Public Records of Travis County, Texas (**"PUE"**). The City agrees that it will reserve and allocate sufficient space within the PUE for wet and dry utility lines necessary to serve Tessera, including, electric, telephone, gas, cable, water and wastewater. The City agrees to cooperate and support Developers' acquisition of necessary easements from third parties.

6.19 **Easement Acquisition.** The Utility Facilities and related easements are necessary and required by the City for the City to provide water and wastewater service to Tessera, and for Developers to comply with the City Rules and obtain approval for the development of Tessera. The Developers shall pay costs of the acquisition (including the City's costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the Developer Improvements. The City Council has found the development of Tessera in compliance with this Restated Agreement will serve a public purpose and benefit the economy of the City and the public welfare. Therefore, if Developers determine that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install a Utility Improvement required by the City pursuant to this Restated Agreement, Developers will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law In any such event, the City proceeding to acquire such easement shall be subject to a finding by the City Council that such easement is required by the City and is necessary to accomplish a public purpose. The Parties agree to work cooperatively toward allowing the initiation of construction on a Developer Improvement on an easement being acquired by the City at the

earliest time lawfully permitted. Developers shall be responsible for all costs incurred, and for security and deposits required by the City, for or with respect to any such acquisition; provided that to the extent provided by this Restated Agreement all such costs shall be included in the cost of any such Developer Improvement for which Developers are by this Restated Agreement entitled to rebates or reimbursement by the City.

6.20 **Eminent Domain.** The City Council of the City hereby declares that: (a) there exists a public necessity for the construction of the Utility Facilities; (b) subject to all of the terms and conditions of this Restated Agreement, the Utility Facilities will be accepted by the City for ownership, operation and maintenance; (c) the City agrees, if the City Council finds the easement is necessary and required to accomplish a public purpose, to use its power of eminent domain to acquire such lands or easements in the circumstances provided herein; provided, however, the City will not use the power of eminent domain until there has been a commercially reasonable effort by Developers to negotiate and acquire the necessary property rights. If Developers have failed to obtain such lands or easements, then Developers may request the City to use its power of eminent domain to acquire said property rights. The City will act on such a request within 60 calendar days. Developers shall pay all costs associated with any such eminent domain proceedings authorized by the City. In any event, if found appropriate by the City Council for accomplishment of a public purpose, the City will timely proceed with eminent domain proceedings in order to obtain the right of possession as quickly as possible. The City will use reasonable efforts to file eminent domain proceedings within thirty days of the City's decision to proceed with eminent, domain. The City will use reasonable efforts to have a special commissioners hearing held and completed within the minimum time allowed under State Law for the filing of the eminent domain proceedings.

6.21 **Changes to Approved Plans: City Inspections.** The City shall timely review, approve and sign, or disapprove and return with specific comments, as appropriate, any requested changes to Approved Plans. For purposes of reviewing changes to Approved Plans, the term "timely" shall mean ten (10) calendar days . Developers shall cooperate with the City to assure the City is provided full opportunity to inspect the work and construction of the Developer Improvements, as construction progresses, the City shall timely inspect the construction of each Utility Improvement. For purposes of inspecting construction, the term "timely" shall mean no more than three (3) business days after the day on which a request for inspection is made. The City shall provide the contractor written notice within two (2) business days of any deficiency identified during an inspection.

6.22 **Fiscal Required.** If the Parties enter into a Financing Agreement in conjunction with the formation of the PID, then this provision shall be non-applicable to any Developer Improvement funded in whole or in part with funds from the PID. With respect to the construction of any of the Developer Improvements, cash or a letter of credit in lieu of cash (such letter of credit to be in a standard form reasonably acceptable to the City) shall be deposited with the City in an amount sufficient to fund the restoration of the area of construction to a safe, pre-construction condition, including, if necessary, removing or securing facilities or other improvements, filling trenches, revegetating, and capping lines. If

construction of a Developer Improvements is abandoned and disturbed areas are not restored within 30 days after demand by the City, then the City may draw upon the fiscal security to restore such areas. If cash is posted for the fiscal, the City will keep the funds in a separate trust account identified as fiscal for the construction project.

6.23 **City's Policies and Ordinances Apply to Service Within Tessera.** From and after the final acceptance by the City of all the Developer Improvements within a particular pressure plane, the City will provide water and wastewater service to all customers within the section of Tessera served within said pressure plane on the same terms and conditions as provided to water and wastewater connections within the City and in accordance with the City's policies and ordinances regarding water and wastewater service, as amended from time to time, subject only to the terms and conditions stated in this Restated Agreement. There will be no wastewater service charge associated with a water meter used only for landscaping.

6.24 **Contract and Bid Requirements.** Except as provided by Sections 4.03(m), Developers shall be solely responsible for the selection of contractors, the negotiation of construction contracts and the management of the construction contracts for the Developer Improvements, and pay all applicable plan review and construction inspection fees required by City ordinance or this Restated Agreement. All construction contracts for Developer Improvements shall require the contractor to post standard payment and performance bonds and a two-year warranty/maintenance bond.

6.25 **Satisfactory Completion of Developer Improvements.** Upon completion of construction of each of the Developer Improvements, Developers shall provide the City with final "record" drawings of the Developer Improvements. Developers' engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of the Developer Improvements within three (3) business days of receipt of said certificate of completion. The City shall, within two (2) business of conducting the final inspection provide a list of deficiencies found in the inspection so that if the deficiencies are corrected, the Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. The Developers shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect the Developer Improvement within three (3) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developers stating that the Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept the Developer Improvement for ownership, operation and maintenance.

6.26 **City Acceptance of Developer Improvements.**

(a) As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and

content reasonably acceptable to the City and the City Attorney, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to the Developer Improvement to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of the Developer Improvement.

(b) Upon the City issuing a Letter of Satisfactory Completion, Developers shall dedicate the Developer Improvement to the City. The City shall accept each such completed Developer Improvement for ownership, operation and maintenance within fifteen (15) calendar days of Developer's dedication of the Developer Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement. The Developers shall obtain a two year maintenance bond from the contractor and assign said bond to the City as a condition of the City's acceptance of the said Developer Improvement.

6.27 **City to Own, Operate and Maintain Developer Improvements.** From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Utility Improvement as part of the City's utility system and shall be responsible for all costs associated with same. Upon the City's acceptance of all the Utility Improvements within a particular pressure plane and the City's acceptance of water and wastewater service lines within a recorded final plat, Developers shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements. The City's maintenance obligations shall be subject to the warranty and maintenance bond posted by the contractor.

*****

4. Exhibit "C" (Description of Utility Facilities) and Exhibit "D" (Water System and Water Facilities - Map of Water and Wastewater Lines and the Location of Other Utility Improvements) attached to the Restated Development Agreement are hereby deleted in their entirety and replaced with revised **Exhibit "C"** and **Exhibit "D"** attached to this First Amendment and dated 2016 Revisions.

5. Subsections 10.08(a) & (b) are amended to read as follows:

10.08 Post Termination Rights.

(a) Upon the termination of this Restated Agreement, this Restated Agreement will be of no further force and effect, except that such termination will not affect the City's obligation to: (a) allow connections, subject to City Rules, to the City's systems within each pressure plane of Tessera for which (i) the Subdivision Infrastructure has been constructed and accepted by the City; and (ii) the respective Utility Facilities described in **Exhibit "C"** has been constructed and accepted by the City; and (b) provide water and wastewater service in the amount of up to 2,030 LUEs if Developers have constructed all of the Lower and Middle Pressure Plane Developer Improvements and the City has accepted such Developer Improvements subject to compliance with the City Rules regarding connections to the City's utility system. The Developer

Improvements listed under the Upper Pressure Plane in the attached **Exhibit "C"** will remain necessary for the distribution of utility services and for pressure maintenance within the Property and for meeting fire flow requirements within the Property.

(b) For any portion of the Property having not received a final plat prior to the termination of this Restated Agreement or for which all Subdivision Infrastructure has not been constructed and installed by Developer and accepted by the City, the City shall have no obligation to complete the infrastructure and such obligation to install and construct infrastructure shall be the obligation of the person or person(s) requesting water or wastewater service according to the City Rules in effect at the time of the request. The City shall have no obligation to construct water or wastewater utilities within the Property; provided, however, if the Lower and Middle Pressure Plane Developer Improvements have been accepted by the City, then the City shall be obligated to complete all City Improvements identified in a City Response issued by the City prior to the termination of this Restated Agreement.

6. Except as modified by this First Amendment, the Restated Development Agreement remains in full force and effect. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY:

CITY OF LAGO VISTA, a home rule city
and Texas municipal corporation

By: Dale Mitchell
Name: Dale Mitchell
Title: Mayor

ATTEST:
Sandra Barton
City Secretary

HINES LAKE TRAVIS LP:

HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis GP LLC, a Delaware limited
liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited
partnership, sole member

By: Hines Holdings, Inc., a Texas corporation, General Partner

DS
DL

By: _____
Mark A. Cover, Senior Managing Director, CEO- Southwest Region

HINES LAKE TRAVIS II LP:

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis II GP LLC, a Delaware limited
liability company, General Partner

By: Hines Interests Limited Partnership, a Delaware limited
partnership, sole member

By: Hines Holdings, Inc., a Texas corporation, General Partner

DS
DL

By: _____
Mark A. Cover, Senior Managing Director, CEO-Southwest Region

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"Exhibit C"
DESCRIPTION OF UTILITY FACILITIES

This exhibit will lay-out the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis ("Tessera"). The Utility Construction will be phased. The Phase I water and wastewater improvements will provide 500 LUE's of service to Tessera. As long as Developers construct the necessary off-site Utility Improvements and internal utility improvements necessary to serve platted lots, Developers may use the 2030 water and wastewater LUE's in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Improvements.

Basic Assumption:
Tessera has requested service for 2,030 water and wastewater LUE's from the City. Unless the City approves and authorizes additional LUE's of utility services for Tessera, the Utility Facilities are limited to 2,030 water and wastewater LUE's of service. The Tessera development will require 3 water pressure planes to provide acceptable pressure ranges within the Property. Except as otherwise noted, Developers are responsible for the construction of all other water and wastewater lines required to deliver service to individual lots within the Property.

Water Service Zones for Tessera Development

	MSL I elevations	psi pressure
1. Lower Pressure Plane		
500 LUE's		
Tank Overflow	997	
service zone	890	46
	715	147
2. Middle Pressure Plane		
510 LUE's		
Tank Overflow	1025	
service zone	920	45
	870	67
3. Upper Pressure Plane		
1020 LUE's		
Tank Overflow	1135	
service zone	1020	50
	900	101

I Mean Sea Level

Water Components

Lower Pressure Plane (500 LUE's)
The initial City service will be for 500 water and wastewater LUE's in lower water pressure plane.

Utility Improvements required to deliver water to the Phase I.

1. Construct + 9,000 L.F. of 12" High Density Poly Ethylene **("HDPE")** transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive.

2. Construct + 8,000 L.F. of 14" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Pathway.

3. Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City's discretion.

4. Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building.

5. Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of Brewer Lane and Deepwood Drive to the Paseo and Lohman GST Facility.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase I Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Middle P.P. (510 LUE's)

Developer Improvements required for water service to Middle P.P.

1. Construct +/- 10,200 L.F. of 16" HDPE from Bar-k and FM1431 to the proposed Tessera GST.

2. Construct 500,000 gallons of ground storage near the Tessera entrance off of FM1431. Two 250,000 gallon ground storage tanks are preferred by the City to one 500,000 gallon tank.

Upper P.P. (1020 LUE's)

Developer Improvements required for sufficient water pressure in the Upper P.P.

Construction required:
1. Construct Elevated Tank 300,000 gallon capacity.
2. 3,200 L.F. of 16-inch water line from the east Tessera GST to the Tessera Elevated Water Tank (EST).

3. Booster Pump Station pumping to EST, pumps located at Tessera (East) GST site
   Design; Phase with 3-500 gpm pumps initially
   Complete with 4 Pumps total with 3 pumps producing 1500 gpm for daily use
   4th pumpstand-by

Wastewater Components

The wastewater collection line design described below assumes that a) the wastewater systems will also be developed in phases coinciding with the water pressure planes; and b) the number of LUE's per pressure plane. If Developers intend to reallocate the number of LUE's among the pressure planes, the sizing and location of the internal wastewater lines may need to be re-evaluated.

Off-site wastewater utilities necessary to service the Property: Phase I for 500 LUE's, Phase II Middle P.P. (510 LUE's) and Phase II Upper P.P. (1020 LUE's) for the Tessera Development

Wastewater Components
Tessera wastewater lines are sized to serve by pressure planes based on the above LUE's.

Phase I – Lower Pressure Plane

1. Wastewater Treatment Plant improvements at plant headwords. Construct force main header to combine multiple force mains entering plant.

2. Cost participate in the amount of $173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View.

3. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station.

4. Upgrade existing Bar-K Wastewater Lift Station and the Turner Lift Station with increased pump capacity, add odor control and add SCADA control.

5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road.

6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. (Wastewater force main sizing and phasing to be verified by design engineer.)
The following sizes are based on an analysis of flow.
   a) Phase I, Lower P.P. construct approximately 6,500 L.F. of 8-inch HDPE wastewater force main from Burnet Trail in the Tessera development to Bar-K Ranch Road. 6" Force Main was Constructed

7. Construct low pressure wastewater force main at Lake crossing 3-8" HDPE wastewater force mains. 3 – 6" HDPE Crossing under the lake were constructed and need to be evaluated to determine ability to serve the entire Tessera Development.

8. Construct 8-inch HDPE low pressure wastewater force main to Burnet Trail. Dependent on results of evaluation now under way.

Phase II – Middle Pressure Plane

9. Construct off-site lift station near the existing Bar-K Lift Station (L.S.)
   a) Tessera L.S. will require new site. Recommend Lot 3095 Bar-K Section 3, next to existing L.S.
   b) Wet well:
      Design; Wet well capacity and elevations:
      12-foot diameter
      26-foot deep
      Bottom elevation 697
      Top elevation 723
      Flowline in for existing gravity line (approx.) elev. 708
   c) Lift Station pumps to be phased.
      Require 3 pumplayout.

Design; Pumps
- Initially install (2) high head pumps
Add 3rd pump based on build-out, to be determined by City.

d) Details: Standby generator (size for 3 pumps), odor control, new electrical and SCADA controls, etc.
e) Connect discharge to the new 12-inch force main from Bar-K L.S. pumping to the Dawn Drive, tie into over-sized (12") Hollows force main.

10. Force mains from Tessera development to off-site new Bar-K L.S. (Wastewater force main sizing and phasing to be verified by design engineer.)
The following sizes are based on an analysis of flow.
a) Phase I, Lower P.P. construct 8-inch HDPE force main from Bar-K Lift Station to phase I 8-inch HDPE at Surrey Lane and Bar-K Ranch Road. 6" FM was Constructed
b) Phase II, Middle P.P. construct 8-inch HDPE force main from Bar-K Lift Station to middle P.P. Being Evaluated

11. Wastewater Force Main (FM) from Bar-K Lift Station (LS) to Wastewater Treatment Plant (WWTP)
a) New Bar-K Lift Station (wastewater component no. 9 above) shall be sized with high head pumps to pump all the way to the WWTP.

b) Construct *12-inch* force main from Bar-K Lift Station to Dawn Drive and tie into 12- inch over-sized force train constructed in Phase I for Hollow wastewater service. To be evaluated.

Phase III Upper Pressure Plane

12. Construct 8-inch wastewater force main from Surrey Lane to Bar-K Lift Station parallel to the existing City 8-inch wastewater force main at the same location. To be evaluated.

a) Phase III, Upper P.P. construct 8-inch **HDPE** force main from Bar-K List Station to upper P.P. Being Evaluated

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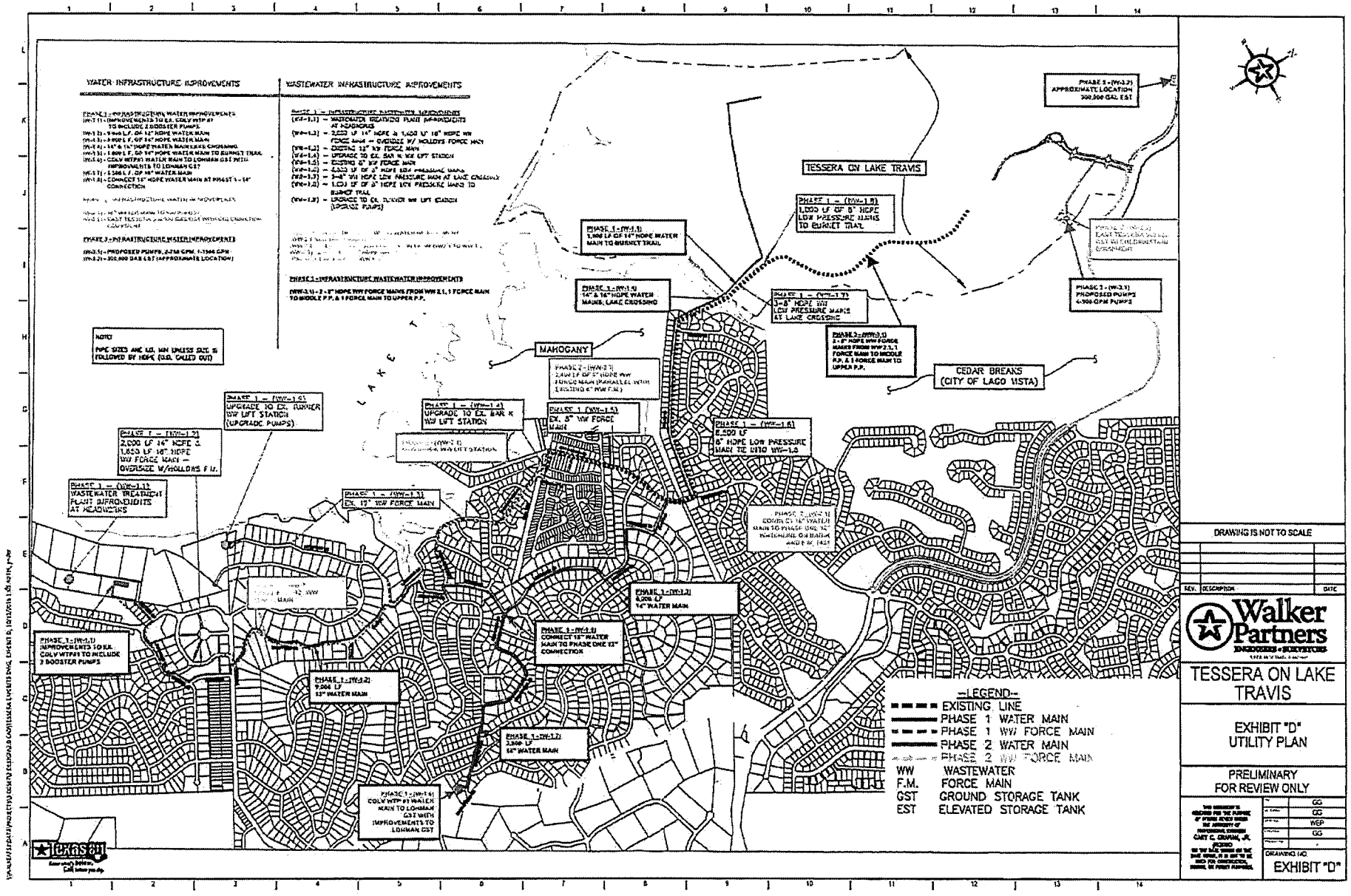


FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Feb 03, 2022 08:37 AM Fee: $86.00
2022021290
Electronically Recorded

PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made as of February 2, 2022 (the "**Effective Date**"), by and between HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Texas limited partnership ("**Seller**"), and HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("***HLT II***" and collectively with Seller, "**Assignor**"), and TOLL SOUTHWEST LLC, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee are hereinafter referred to as the "**Parties**".

WHEREAS, by Special Warranty Deed of even date herewith, Seller is conveying to Assignee the approximately 262.478 acres of land comprising Phases 5 and 6 of the Lakeside at Tessera master planned community located in Lago Vista, Travis County, Texas, more particularly described in **Exhibit A** attached to and made a part of this Assignment (the "**Property**");

WHEREAS, Assignor and the City of Lago Vista, Texas, a home rule city and municipal corporation (the "**City**"), are parties to that certain Restated Development Agreement for Tessera on Lake Travis (the "**Restated Agreement**") having an effective date of August 16, 2012, and recorded as Document No. 2014184192 in the Official Public Records of Collin Travis, Texas;

WHEREAS, Assignor and the City amended the Restated Agreement pursuant to (i) that certain First Amendment to Restated Development Agreement for Tessera on Lake Travis (the "**First Amendment**") dated November 3, 2016, and (ii) that certain Second Amendment to Restated Development Agreement for Tessera on Lake Travis (the "**Second Amendment**") dated December 16, 2021 and recorded as Document No. 2021277255 in the Official Public Records of Collin Travis, Texas (the Restated Agreement as amended by the First Amendment and the Second Amendment is referred to as the "**Development Agreement**");

WHEREAS, in connection with Assignee's purchase of the Property from Seller, Assignor and Assignee have agreed that, subject to the terms of this Assignment and as otherwise set forth in the Development Agreement, Assignor will assign to Assignee, and Assignee will assume, certain rights, interests, and obligations under the Development Agreement that specifically pertain to the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the Development Agreement.

2. Assignment. Assignor does hereby assign to Assignee the following (the "**Assigned Interests**"), save and except for the Retained Interests (as defined below):

(a) all of those rights and interests under and to the Development Agreement which specifically pertain to the Property;

(b) the rights to 711 LUEs for water and wastewater service connections under the Development Agreement; and

(c) all obligations not expressly assumed in Paragraph 3.

3. Assumption. Except as set forth in Section 4 below, Assignee hereby assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations under the Development Agreement solely on and with respect to the Property.

4. Retained Interests. The Assigned Interests do not include, and Assignor hereby expressly retains, the following (the "**Retained Interests**"),

(a) all rights, interests, and obligations under the Development Agreement which do not specifically pertain to the Property;

(b) all rights and interests under the Development Agreement with respect to LUEs for water and wastewater service in excess of the 711 LUEs included within the Assigned Interests;

(c) all rights, interests and obligations under the Development Agreement with respect to the Developer Utility Improvements;

(d) all obligations with respect to the Community Infrastructure as more fully defined in that one Purchase and Sale Agreement (the "**PSA**") dated and effective on December 2, 2021 and executed by Seller and Assignee and joined by HLT II, which Community Infrastructure obligations shall remain with Seller pursuant to the terms of the Development Agreement. For the purposes of this paragraph the "Community Infrastructure" shall be designed by Seller in connection with Seller's development of Phases 2 and 4 of the Project and will serve Assignee's planned development needs on the Property consisting of (i) a lift station; (ii) an elevated water tower and pumping station; (iii) a sewer force main; (iv) a PEC electric line; and (v) an offsite water line. Items (i), (ii), (iii) and (iv) will serve Phase 2 of the Property and item (v) shall serve Phases 2 and 4 the Property; and

(e) all obligations not expressly assigned in Paragraph 2.

5. Cooperation. Assignee agrees to reasonably cooperate with Seller, at no cost to Assignee, to facilitate Seller's construction and completion of the Developer Utility Improvements, including, if necessary, providing Seller with reasonable access to, from and across the Property. Seller, or any third parties acting on behalf of Seller ("**Authorized Parties**") shall enter the Property at their own risk and Assignee shall not be held responsible or liable for injury, damage or loss incurred by Seller or any Authorized Parties arising out of or in connection with activities or improvements to be made by Seller or Seller's Authorized Parties under this Assignment, the PSA, or the Development Agreement. Prior to entry onto the Property and as a condition for such entry, Seller or any of the Authorized Parties shall be required to provide a written certificate of liability insurance to Assignee as reasonably required by Assignee naming Assignee as an

additional insured. **SELLER AND ANY OF SELLER'S AUTHORIZED PARTIES ACTING AS AGENTS OF SELLER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ASSIGNEE, ITS PARTNERS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS, AND TO DEFEND ANY ACTION BROUGHT AGAINST ANY SUCH PARTIES, WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND ANY ENTRY ONTO THE PROPERTY BY SELLER OR SELLER'S AUTHORIZED PARTIES, *WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF ANY PARTY SO INDEMNIFIED*, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ASSIGNEE OR ITS AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, AFFILIATES OR OTHER PARTIES (OTHER THAN AUTHORIZED PARTIES) ENTERING UPON THE PROPERTY WITH THE EXPRESS OR IMPLIED PERMISSION OF ASSIGNEE.**

6. LUEs. Assignor agrees not to seek any amendment to the Development Agreement or to take any action which would result in less than 711 of the 2030 LUEs for water and wastewater connections being allocated for use with respect the Property. Assignee agrees that Assignee will not, without the prior consent of Assignor, seek any amendment to the Development Agreement or take any action to acquire more than 711 LUEs water and wastewater connections for the Property.

7. Representations and Warranties. Assignor hereby represents and warrants to the Assignee as follows:

(a) Assignor has delivered to Assignee a true and correct copy of the Development Agreement as defined herein, and there are no amendments, modifications, or supplements thereto;

(b) With regard to the Development Agreement: (i) the Development Agreement is in full force and effect and is enforceable against the parties thereto in accordance with its terms and has not been modified, amended or assigned other than pursuant to this Assignment; (ii) to Assignor's knowledge, Assignor is not in default under any of the terms, covenants or provisions of the Development Agreement and Assignor knows of no event which, but for the passage of time or the giving of notice or both, would constitute an event of default under the Development Agreement; (iii) Assignor has not commenced any action or given or received any notice for the purpose of terminating the Development Agreement; (iv) Assignor has not previously sold, pledged, assigned, transferred or conveyed any of the interest Assignor is assigning to Assignee hereunder and such interests are not subject to any liens, security interests or other encumbrances; (v) all of the fees and all other sums payable by Assignor which are due and payable to the City or any other third party under the Development Agreement as of the date hereof have been paid in full or will be paid in full by Assignor in the ordinary course of business and Assignee shall have no obligation whatsoever for payment of any such fees or other sums; and (vi) the Development and Annexation Agreement for Rodger's Ranch, the Amended Agreement, and the Second Amended Agreement have been replaced in their entirety by the Development Agreement;

(c) As of the Effective Date, except for those items set forth in Section 6 of the Development Agreement, there are no known obligations for Developers to perform any other City Improvements; and

(d) The rights and interests of Assignor assigned to Assignee hereunder have not previously been sold, pledged, assigned, transferred or conveyed, and is not subject to any liens, security interests or other encumbrances;

(e) As of the Effective Date, Developers obligations under Section 4.02 and Section 4.03(a) of the Development Agreement have been satisfied or waived; and

(f) Assignor has submitted the required funds to the City in the amount specified in the April 22, 2010 letter agreement referenced in paragraph 22 of Exhibit B to the Development Agreement and as of the Effective Date, there are no outstanding obligations or costs affecting the Property pursuant to such letter agreement.

8. Stipulations and Agreements of Parties.

(a) As of the Effective Date, pursuant to Section 3.03 of the Development Agreement, the Parties stipulate and agree that the current PDD Development Plan is attached as Exhibit B to this Assignment.

(b) As of the Effective Date, pursuant to Section 4.07 of the Development Agreement, the Parties hereby stipulate and agree that Assignor has dedicated public parklands or paid in full any fees due to the City in lieu of any required dedication for any and all phases of development and that from the Effective Date, Assignee shall have no obligation to dedicate any parkland or pay any fees except for those related to the Property specifically.

(c) As of the Effective Date, pursuant to Section 6.12(a) of the Development Agreement, the Parties hereby stipulate and agree that all Developer Utility Improvements required for the development of Phases 5 and 6 are set forth in Exhibits C and D attached to the Second Amendment and will be performed by Assignor and thereafter to be reimbursed by Assignee in accordance with Section 8.21 of the PSA and the Budget (as defined in the PSA).

(d) As of the Effective Date, pursuant to Section 6.19 of the Development Agreement, the Parties hereby stipulate and agree that the costs of acquiring any Easements shall be included in the costs for the Developer Utility Improvements set forth in the Budget.

(e) As of the Effective Date, pursuant to Section 8 of the Development Agreement, the Parties hereby stipulate and agree that Assignor has formed an active Homeowners Association, and the Property shall be made subject to the HOA.

(f) For the avoidance of doubt, the Parties agree that Assignee shall be solely responsible for the construction of the second entrance to the Project pursuant to paragraph 21 of Exhibit B to the Development Agreement and that the cost sharing obligations of the Parties related to the second entrance are more fully set forth in the PSA.

(g) The Parties acknowledge that Assignor has dedicated 5.628 of the 10 acre minimum required to be dedicated to the City as public parkland pursuant to Section 4.07 of the Development Agreement. Assignor agrees to be responsible for dedicating the remaining 4.372 acres. Assignee acknowledges that it responsible for the payment of any fees in lieu of that may be required under Section 4.07 with respect to the Property and its 711 LUEs.

9. Miscellaneous. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. Delivery of an executed counterpart of this Assignment by facsimile, email or other electronic means shall be binding upon the party so delivering it. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns.

10. Governing Law. This Assignment and the rights of the Assignor and Assignee hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

11. Notice to the City. The Parties hereby agree to provide a fully executed copy of this Assignment to the City within fifteen (15) days after execution hereof.

[signature page follows]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 29, 2022, by Robert W. Witte, the Senior Managing Director of Hines Interests Limited Partnership, in its capacity as sole member of Hines Lake Travis GP LLC, in its capacity as general partner of Hines Lake Travis Land Limited Partnership, on behalf of said entities.

Lorrie Kurrus
MY COMMISSION EXPIRES
July 3, 2025
NOTARY ID: 12694975-7

Signature of Notary Public

[Personalized Notary Seal]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 29, 2022, by Robert W. Witte, the Senior Managing Director of Hines Interests Limited Partnership, in its capacity as sole member of Hines Lake Travis II GP LLC, in its capacity as general partner of Hines Lake Travis Land II Limited Partnership, on behalf of said entities.

Signature of Notary Public

[Personalized Notary Seal]

Lorrie Kurrus
MY COMMISSION EXPIRES
July 3, 2025
NOTARY ID: 12694975-7

ASSIGNEE:

TOLL SOUTHWEST LLC,
a Delaware limited liability company

By: _____
Name: Robert G. Paul
Title: Group President

STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on February 2 2022, by Robert G Paul, the Group President of Toll Southwest LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Signature of Notary Public

[Personalized Notary Seal]

NOTARY PUBLIC STATE OF TEXAS
CATHERINE A LESSIG
Notary Public, State of Texas
Comm. Expires 08-22-2025
Notary ID 12540700-4

EXHIBIT A

PROPERTY

The Property consists of the two tracts described on page A-1 through A-4, save and except for the 2.5 acre tract on depicted and described on pages A-5 through A-7.

TRACT 5 & 6, TESSERA ON LAKE TRAVIS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE A. SYLVESTER SURVEY NO. 202, ABSTRACT NO. 2524, WILLIAM BRANDON SURVEY NO. 1, ABSTRACT NO. 47, AND F.F. FAUBION SURVEY NO. 97, ABSTRACT NO. 2541, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2017173228, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE SET AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD NO. 1431, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 201300034, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, THE FOLLOWING 9 COURSES:

1. SOUTH 59 DEGREES 25 MINUTES 17 SECONDS WEST A DISTANCE OF 436.59 FEET TO A COTTON SPINDLE SET;

2. SOUTH 22 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 304.37 FEET TO A COTTON SPINDLE SET, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF TESSERA PARKWAY, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET;

3. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 58 SECONDS, AN ARC LENGTH OF 157.66 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 42 DEGREES 19 MINUTES 06 SECONDS WEST A DISTANCE OF 157.42 FEET TO A COTTON SPINDLE SET;

4. SOUTH 36 DEGREES 48 MINUTES 38 SECONDS WEST A DISTANCE OF 190.68 FEET TO A COTTON SPINDLE SET AT THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET;

5. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 04 MINUTES 04 SECONDS, AN ARC LENGTH OF 115.58 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 46 DEGREES 50 MINUTES 40 SECONDS WEST A DISTANCE OF 114.99 FEET TO A COTTON SPINDLE SET;

6. NORTH 81 DEGREES 17 MINUTES 00 SECONDS WEST A DISTANCE OF 537.51 FEET TO A COTTON SPINDLE SET;

7. SOUTH 18 DEGREES 34 MINUTES 05 SECONDS WEST A DISTANCE OF 530.32 FEET TO A COTTON SPINDLE SET;

8. SOUTH 63 DEGREES 30 MINUTES 32 SECONDS EAST A DISTANCE OF 163.73 FEET TO A COTTON SPINDLE SET;

9. SOUTH 01 DEGREES 24 MINUTES 27 SECONDS EAST A DISTANCE OF 577.08 FEET TO A COTTON SPINDLE SET;

THENCE SOUTH 68 DEGREES 52 MINUTES 15 SECONDS WEST A DISTANCE OF 132.90 FEET;

THENCE SOUTH 67 DEGREES 56 MINUTES 03 SECONDS WEST A DISTANCE OF 216.03 FEET;

THENCE NORTH 80 DEGREES 32 MINUTES 14 SECONDS WEST A DISTANCE OF 654.30 FEET;

THENCE NORTH 68 DEGREES 39 MINUTES 14 SECONDS WEST A DISTANCE OF 679.22 FEET;

THENCE NORTH 64 DEGREES 22 MINUTES 16 SECONDS WEST A DISTANCE OF 337.34 FEET;

THENCE SOUTH 88 DEGREES 11 MINUTES 48 SECONDS WEST A DISTANCE OF 387.56 FEET TO THE WEST LINE OF SAID PARCEL 1;

THENCE ALONG SAID WEST LINE, THE FOLLOWING 4 COURSES:

1. NORTH 07 DEGREES 14 MINUTES 41 SECONDS WEST A DISTANCE OF 120.40 FEET TO A 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847" FOUND;

2. NORTH 14 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 419.01 FEET TO A 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847" FOUND;

3. NORTH 03 DEGREES 16 MINUTES 01 SECONDS WEST A DISTANCE OF 383.69 FEET TO A 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847" FOUND;

4. NORTH 26 DEGREES 33 MINUTES 36 SECONDS WEST A DISTANCE OF 2054.45 FEET TO A 1" REBAR FOUND AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF F.M. ROAD 1431, AS RECORDED IN VOLUME 1341, PAGE 438, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 622.67 FEET;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING 21 COURSES:

1. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99 DEGREES 52 MINUTES 08 SECONDS, AN ARC LENGTH OF 1085.33 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 69 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 953.07 FEET TO A 1" REBAR FOUND;

2. NORTH 19 DEGREES 31 MINUTES 18 SECONDS EAST A DISTANCE OF 471.71 FEET TO A 1" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 523.04 FEET;

3. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 03 MINUTES 05 SECONDS, AN ARC LENGTH OF 511.68 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 47 DEGREES 32 MINUTES 51 SECONDS EAST A DISTANCE OF 491.52 FEET TO A 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847" FOUND;

4. NORTH 75 DEGREES 36 MINUTES 20 SECONDS EAST A DISTANCE OF 112.66 FEET TO A 1" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 771.98 FEET;

5. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 48 MINUTES 28 SECONDS, AN ARC LENGTH OF 226.46 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 84 DEGREES 00 MINUTES 34 SECONDS EAST A DISTANCE OF 225.65 FEET TO A 1/2" REBAR FOUND;

6. SOUTH 68 DEGREES 57 MINUTES 36 SECONDS EAST A DISTANCE OF 95.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 745.81 FEET;

7. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 55 MINUTES 22 SECONDS, AN ARC LENGTH OF 181.23 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 73 DEGREES 28 MINUTES 43 SECONDS EAST A DISTANCE OF 180.78 FEET;

8. SOUTH 78 DEGREES 16 MINUTES 01 SECONDS EAST A DISTANCE OF 95.64 FEET TO A 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847" FOUND AT THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 770.81 FEET;

9. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 40 MINUTES 05 SECONDS, AN ARC LENGTH OF 22.44 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 58 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 22.44 FEET TO A 1" REBAR FOUND;

10. SOUTH 57 DEGREES 52 MINUTES 51 SECONDS EAST A DISTANCE OF 561.89 FEET TO A 1" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1187.78 FEET;

11. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 35 MINUTES 21 SECONDS, AN ARC LENGTH OF 447.56 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 68 DEGREES 40 MINUTES 31 SECONDS EAST A DISTANCE OF 444.91 FEET TO A 1" REBAR FOUND;

12. SOUTH 79 DEGREES 19 MINUTES 52 SECONDS EAST A DISTANCE OF 80.75 FEET TO A 1" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 524.89 FEET;

13. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 40 MINUTES 57 SECONDS, AN ARC LENGTH OF 436.82 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 55 DEGREES 29 MINUTES 24 SECONDS EAST A DISTANCE OF 424.33 FEET TO A 1" ALUMINUM CAP STAMPED "S.A.M. INC" FOUND;

14. SOUTH 31 DEGREES 31 MINUTES 57 SECONDS EAST A DISTANCE OF 114.91 FEET TO A 1/2" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1008.61 FEET;

15. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 19 MINUTES 06 SECONDS, AN ARC LENGTH OF 410.49 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 43 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE OF 407.66 FEET TO A 1" REBAR FOUND;

16. SOUTH 54 DEGREES 56 MINUTES 12 SECONDS EAST A DISTANCE OF 261.67 FEET TO A 1" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 666.09 FEET;

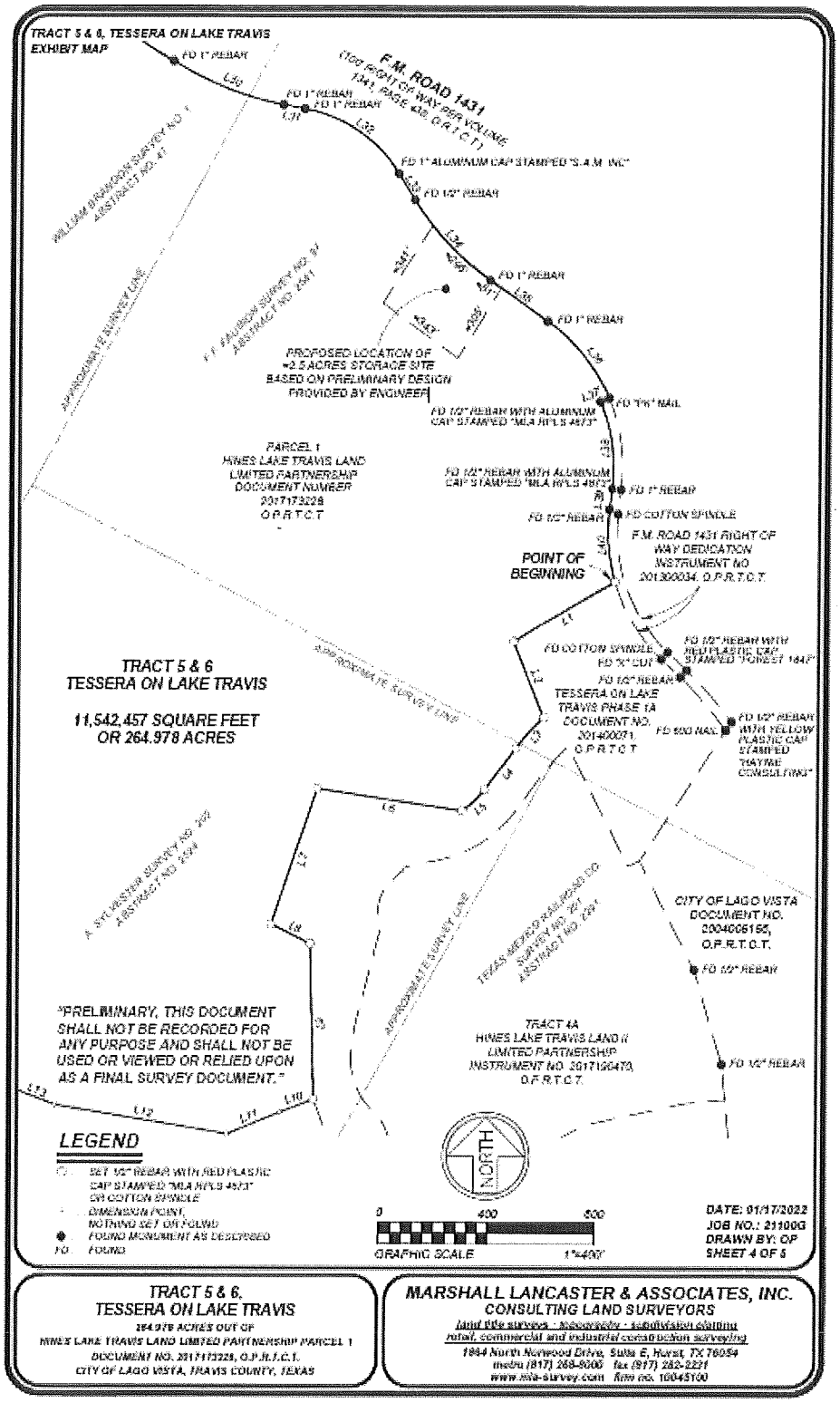
17. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 53 MINUTES 30 SECONDS, AN ARC LENGTH OF 370.76 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 38 DEGREES 58 MINUTES 56 SECONDS EAST A DISTANCE OF 365.99 FEET TO A PK NAIL FOUND;

18. SOUTH 66 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 35.00 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" FOUND AT THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 631.09 FEET;

19. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 58 MINUTES 40 SECONDS, AN ARC LENGTH OF 330.19 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 08 DEGREES 02 MINUTES 53 SECONDS EAST A DISTANCE OF 326.44 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" FOUND;

20. SOUTH 06 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 78.67 FEET TO A 1/2" REBAR FOUND AT THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 656.27 FEET;

21. ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 39 MINUTES 38 SECONDS, AN ARC LENGTH OF 271.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 04 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 269.09 FEET TO THE POINT OF BEGINNING, CONTAINING 11,542,457 SQUARE FEET OR 264.978 ACRES OF LAND, MORE OR LESS.


TRACT 5 & 6, TESSERA ON LAKE TRAVIS
EXHIBIT MAP
F.M. ROAD 1431
(100' RIGHT OF WAY PER VOLUME 1343, PAGE 435, O.R.T.C.T.)
FD 1" REBAR
FD 1" ALUMINUM CAP STAMPED "S.A.M. INC"
FD 1/2" REBAR
FD 1" REBAR
FD "PK" NAIL
FD 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4573"
PROPOSED LOCATION OF ±2.5 ACRES STORAGE SITE BASED ON PRELIMINARY DESIGN PROVIDED BY ENGINEER
PARCEL 1
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP
DOCUMENT NUMBER 2017173228
O.P.R.T.C.T.
FD COTTON SPINDLE
F.M. ROAD 1431 RIGHT OF WAY DEDICATION INSTRUMENT NO. 201300034, O.P.R.T.C.T.
POINT OF BEGINNING
TRACT 5 & 6
TESSERA ON LAKE TRAVIS
11,542,457 SQUARE FEET
OR 264.978 ACRES
FD "X" CUT
TESSERA ON LAKE TRAVIS PHASE 1A
DOCUMENT NO. 201400071
O.P.R.T.C.T.
FD 500 NAIL
FD 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "HAYNIE CONSULTING"
CITY OF LAGO VISTA
DOCUMENT NO. 2004006155,
O.P.R.T.C.T.
TRACT 4A
HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP
INSTRUMENT NO. 2017190470
O.P.R.T.C.T.
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."
LEGEND
SET 1/2" REBAR WITH RED PLASTIC CAP STAMPED "MLA RPLS 4573" OR COTTON SPINDLE
DIMENSION POINT, NOTHING SET OR FOUND
FOUND MONUMENT AS DESCRIBED
FD FOUND
NORTH
0 400 800
GRAPHIC SCALE 1"=400'
DATE: 01/17/2022
JOB NO.: 211006
DRAWN BY: OP
SHEET 4 OF 5
TRACT 5 & 6,
TESSERA ON LAKE TRAVIS
264.978 ACRES OUT OF
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP PARCEL 1
DOCUMENT NO. 2017173228, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS
MARSHALL LANCASTER & ASSOCIATES, INC.
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1984 North Norwood Drive, Suite E, Hurst, TX 76054
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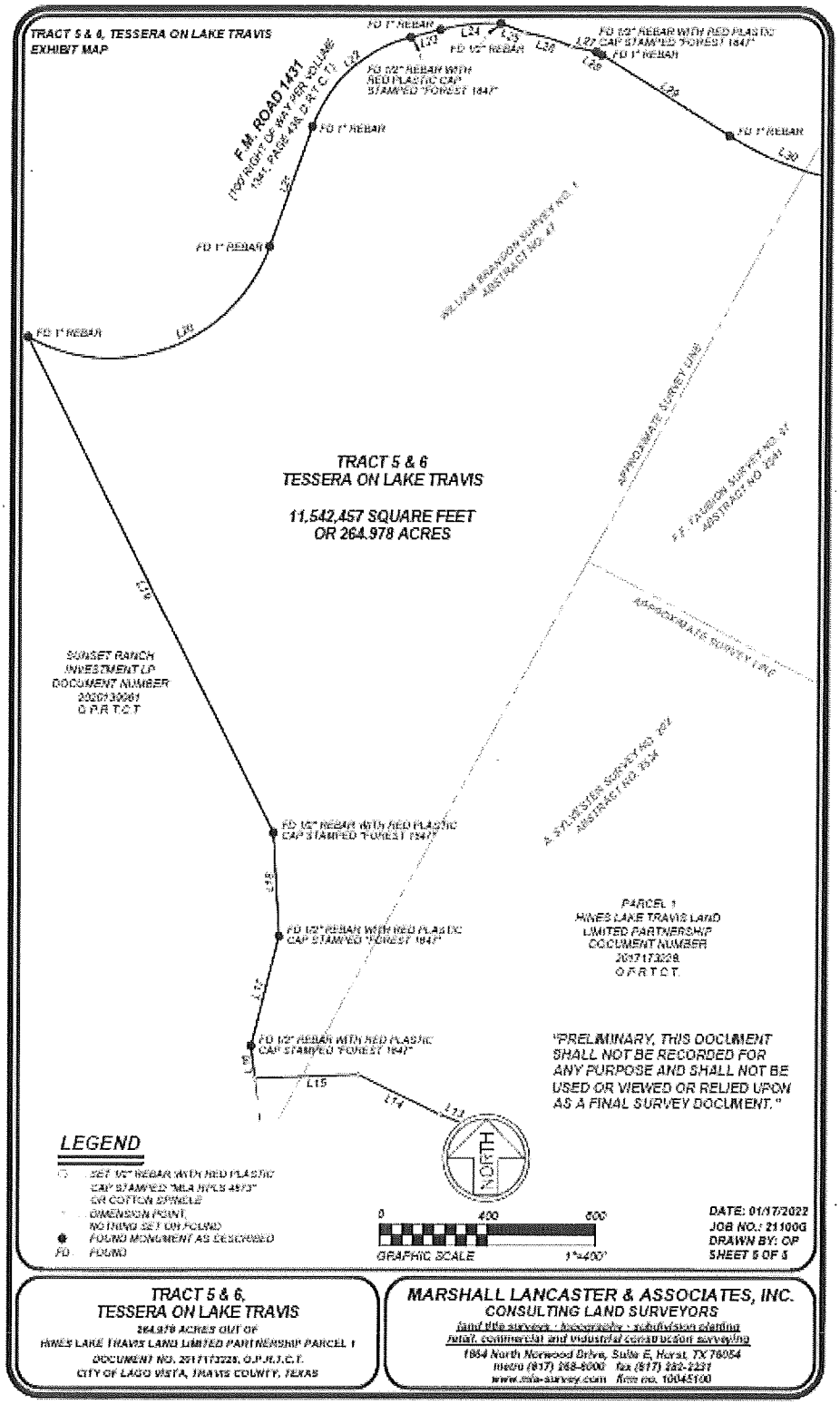
TRACT 5 & 6, TESSERA ON LAKE TRAVIS
EXHIBIT MAP
F.M. ROAD 1431
(100' RIGHT OF WAY PER VOLUME 1341, PAGE 438, D.R.T.C.T.)
FD 1" REBAR
FD 1/2" REBAR WITH RED PLASTIC CAP STAMPED "FOREST 1847"
TRACT 5 & 6
TESSERA ON LAKE TRAVIS
11,542,457 SQUARE FEET
OR 264.978 ACRES
APPROXIMATE SURVEY LINE
SUNSET RANCH INVESTMENT LP
DOCUMENT NUMBER
2020130061
O.P.R.T.C.T.
PARCEL 1
HINES LAKE TRAVIS LAND
LIMITED PARTNERSHIP
DOCUMENT NUMBER
2017173228
O.P.R.T.C.T.
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LEGEND
SET 1/2" REBAR WITH RED PLASTIC CAP STAMPED "MLA INC 4913" OR COTTON SPINDLE
DIMENSION POINT, NOTHING SET OR FOUND
FOUND MONUMENT AS DESCRIBED
FD FOUND
NORTH
0 400 800
GRAPHIC SCALE 1"=400'
DATE: 01/17/2022
JOB NO.: 211006
DRAWN BY: OP
SHEET 5 OF 5
TRACT 5 & 6,
TESSERA ON LAKE TRAVIS
264.978 ACRES OUT OF
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP PARCEL 1
DOCUMENT NO. 2017173228, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS
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www.mla-survey.com firm no. 10045100

TRACT 5 & 6, TESSERA ON LAKE TRAVIS
EXHIBIT MAP

COURSE TABLE

COURSE	BEARING	DISTANCE
L1	S 60°26'17" W	435.89'
L2	S 20°15'40" E	304.37'
L3	R= 820.00' Tan: 79.07' Chd: S 40°19'05" W	A: 157.55' CA: 11°00'55" 157.42'
L4	S 36°48'38" W	190.58'
L5	R= 330.00' Tan: 56.39' Chd: S 46°50'40" W	A: 115.50' CA: 20°04'04" 114.99'
L6	N 01°17'00" W	537.61'
L7	S 15°34'05" W	630.32'
L8	S 03°30'32" E	163.73'
L9	S 01°24'27" E	577.08'
L10	S 85°52'16" W	132.20'
L11	S 67°58'03" W	216.03'
L12	N 00°32'14" W	664.30'
L13	N 05°39'14" W	679.02'
L14	N 04°22'16" W	337.34'
L15	S 56°11'48" W	357.58'
L16	N 07°14'41" W	100.40'
L17	N 14°03'03" E	419.01'
L18	N 03°16'01" W	352.59'
L19	N 26°33'30" W	2054.46'
L20	R= 620.57' Tan: 740.35' Chd: N 69°07'03" E	A: 1085.33' CA: 99°52'09" 953.07'
L21	N 19°31'16" E	471.71'
L22	R= 623.04' Tan: 278.41' Chd: N 47°32'51" E	A: 511.55' CA: 58°03'05" 491.52'
L23	N 76°36'20" E	112.58'
L24	R= 771.00' Tan: 114.05' Chd: N 54°00'34" E	A: 225.46' CA: 16°45'09" 225.55'
L25	S 65°57'35" E	95.54'
L26	R= 745.51' Tan: 91.06' Chd: S 73°25'43" E	A: 181.23' CA: 13°55'22" 180.78'
L27	S 75°16'01" E	95.54'
L28	R= 770.51' Tan: 11.22' Chd: S 68°40'05" E	A: 22.44' CA: 1°40'05" 22.44'
L29	S 67°52'51" E	601.59'
L30	R= 1187.78' Tan: 226.45' Chd: S 68°40'31" E	A: 447.55' CA: 21°35'21" 444.91'
L31	S 79°19'52" E	50.76'
L32	R= 624.59' Tan: 231.95' Chd: S 56°22'24" E	A: 436.62' CA: 47°40'57" 424.33'
L33	S 31°31'57" E	114.91'
L34	R= 1005.61' Tan: 208.12' Chd: S 43°11'30" E	A: 410.42' CA: 23°19'05" 407.58'
L35	S 54°58'12" E	251.57'
L36	R= 666.09' Tan: 190.32' Chd: S 38°56'58" E	A: 370.76' CA: 31°52'30" 366.29'
L37	S 66°58'27" W	35.00'
L38	R= 631.00' Tan: 168.97' Chd: S 06°02'53" E	A: 330.19' CA: 29°58'40" 326.44'
L39	S 05°54'33" W	75.57'
L40	R= 666.27' Tan: 137.45' Chd: S 04°56'16" E	A: 271.01' CA: 23°32'35" 269.09'

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DATE: 01/17/2022
JOB NO.: 21100G
DRAWN BY: OP
SHEET 3 OF 5

TRACT 5 & 6,
TESSERA ON LAKE TRAVIS
364.978 ACRES OUT OF
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP PARCEL 1
DOCUMENT NO. 2011173328, O.P.R.T.C.T.
CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

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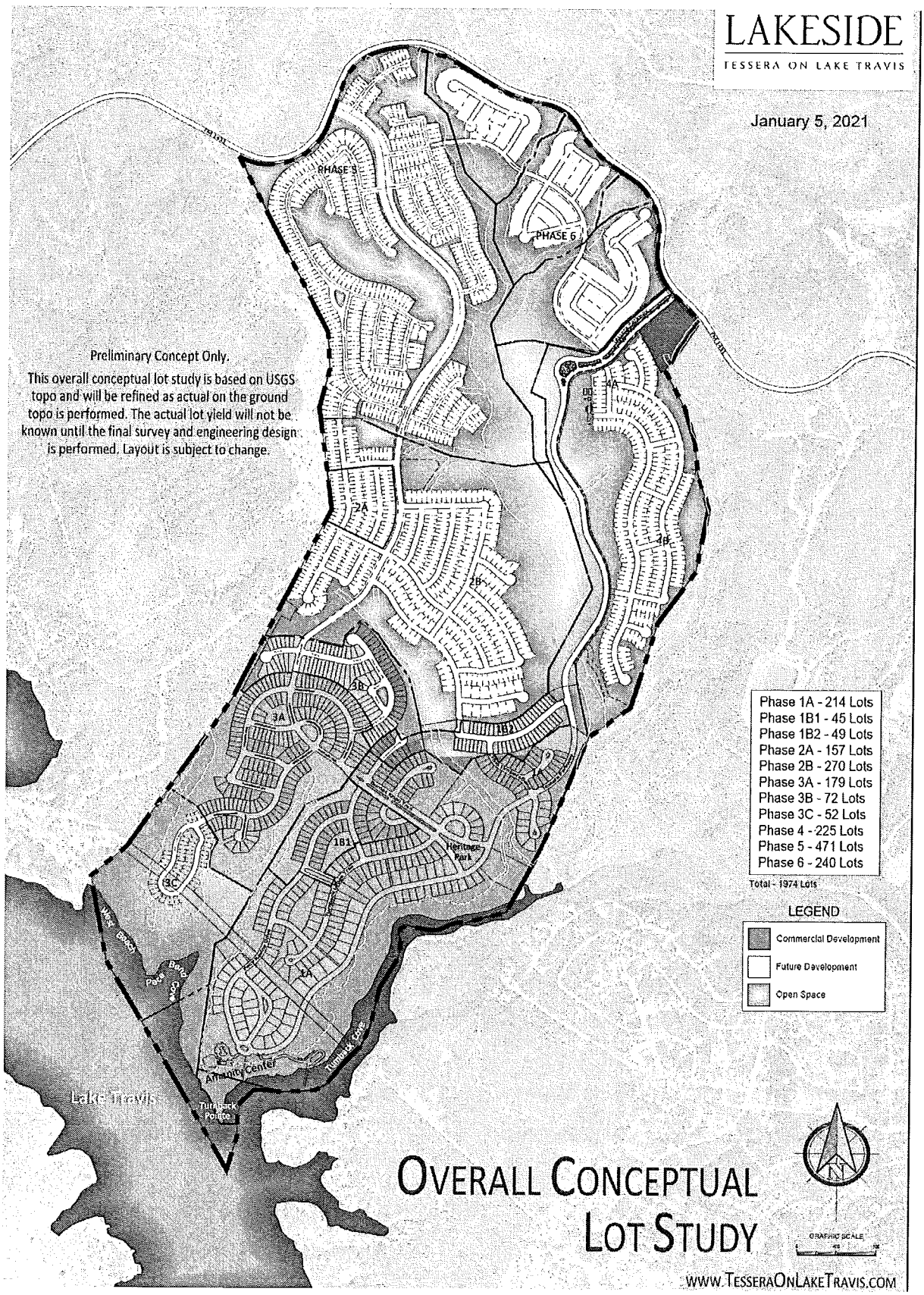
EXHIBIT B

PDD DEVELOPMENT PLAN

(See following page)


LAKESIDE
TESSERA ON LAKE TRAVIS
January 5, 2021
Preliminary Concept Only.
This overall conceptual lot study is based on USGS topo and will be refined as actual on the ground topo is performed. The actual lot yield will not be known until the final survey and engineering design is performed. Layout is subject to change.
PHASE 5
PHASE 6
4A
4B
2A
2B
3B
3A
1B2
1B1
3C
1A
Heritage Park
Amenity Center
Turnback Pointe
Lake Travis
Phase 1A - 214 Lots
Phase 1B1 - 45 Lots
Phase 1B2 - 49 Lots
Phase 2A - 157 Lots
Phase 2B - 270 Lots
Phase 3A - 179 Lots
Phase 3B - 72 Lots
Phase 3C - 52 Lots
Phase 4 - 225 Lots
Phase 5 - 471 Lots
Phase 6 - 240 Lots
Total - 1974 Lots
LEGEND
Commercial Development
Future Development
Open Space
OVERALL CONCEPTUAL
LOT STUDY
GRAPHIC SCALE
WWW.TESSERAONLAKETRAVIS.COM

AGENDA ITEM NO. 8

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration, and possible action authorizing the City Manager to execute a professional services agreement with Freese & Nichols in the amount of $438,830 for engineering design, and construction management of effluent pond #17's liner rehab and an expansion of the City's third effluent pond.

BACKGROUND: As a result of the failed liner in effluent pond #17, and part of the City's Effluent Disposal Permit with TCEQ, these rehabilitation and expansion projects are a requirement from TCEQ. These projects were brought to the Council's attention during the Strategic Planning Session in February, and an effluent presentation was given to City Council by Freese & Nichols at the June 15, 2023, meeting as part of the certificates of obligation discussions. These two projects will work in tandem with the golf course irrigation project.

FINDINGS: The design and permitting of these projects can take up to six months. In order to satisfy TCEQ's requirements, and to not delay the golf course irrigation project schedule, the design of these projects must begin immediately. These projects will be designed and bid at the same time. Pond #2 (3rd effluent pond in the system) will be constructed first, then the golf course irrigation can operate independently from Public Works. Once Pond #2 is constructed, Pond #17 will be taken offline then rehabilitated.

These projects are not eligible for Impact Fees. They must be funded through either a certificate of obligation or Utility Reserves.

FINANCIAL IMPACT: While discussions continue regarding the specific funding mechanisms for the pond projects, it is recommended that engineering design be funded with Utility Reserves in the amount of $438,830.

ATTACHMENTS:
2023-06-02 _ Effluent Pond #17 & Pond #2 _ FNI Proposal.pdf

2020-03-11 _ TCEQ Effluent Disposal Permit _ 1.pdf

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Innovative approaches
Practical results
Outstanding service
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www.freese.com

June 2, 2023

Mr. Taylor Whichard
Director of Public Works
City of Lago Vista
5803 Thunderbird,
Lago Vista, TX 78645

Re: City of Lago Vista
Effluent Pond #17 Repairs Project

Dear Mr. Whichard:

Freese and Nichols, Inc. (FNI) is pleased to submit this fee proposal for providing professional services to the City of Loga Vista (City) for the Effluent Pond # 17 Repairs Project.

PROJECT UNDERSTANDING

The City has identified necessary repairs to the liner of wastewater Effluent Pond # 17. The liner was installed over 20 years ago. The existing pond liner is damaged and is leading to effluent infiltration into the stormwater system. The City understands that such discharges are non-complaint with the terms of the TCEQ permit # WQ0011752001 and wants to make required repairs for conformance with the permit.

SCOPE OF SERVICES
FNI will render professional services in accordance with the attached Scope of Services (ATTACHMENT A).

PROJECT SCHEDULE
FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the deliverable schedule listed in ATTACHMENT A.

COMPENSATION
FNI proposes to provide services as described herein for the lump sum fee of $483,830.00 (Four hundred eighty-three thousand eight hundred and thirty dollars). A detailed fee estimate is enclosed in ATTACHMENT D. The fee is separated by design, bid and construction support phases as follows:

Phase	Engineering Fee
Design Services	$370,365.00
Bid Services	$13,364.00
Construction General Rep Services	$100,101.00
Total	**$483,830.00**

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us.

Sincerely,
FREESE AND NICHOLS, INC.

Naveen Chillara
Digitally signed by Naveen Chillara
DN: C=US, E=naveen.chillara@freese.com, O="Freese & Nichols, Inc.", OU=Water Resources Design, CN=Naveen Chillara
Date: 2023.06.02 12:18:14-05'00'

Naveen Chillara, P.E.
Project Manager

Anne Hoskins, P.E.
Principal/Vice President

cc:

Attachments
Enclosed.

ATTACHMENT – A

CITY OF LAGO VISTA
EFFLUENT POND #17 REPAIRS
ENGINEERING SERVICES – DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of Lago Vista's (City's) wastewater treatment system includes an effluent pond referred to as Pond #17, where Type 2 discharge is collected. The effluent is used to irrigate golf courses and cedar tree plantations. Effluent Pond # 17 needs replacement of the pond liner, which was installed over 20 years ago. The City staff have observed that there are a number of locations where the liner is damaged and leading to effluent infiltration into the stormwater system. The City understands that such discharges are non-complaint with the terms of the TCEQ permit # WQ0011752001 and wants to take corrective action to revert into compliance.

Freese and Nichols, Inc (FNI) performed an initial assessment of the effluent pond, site features and the developed alternatives for performing the repairs. Upon Review, City's preferred alternative is to divert the flows from the treatment plant to Pond #2. Pond #2 will be a temporary storage while Pond # 17 repairs are performed. It's City's long-term plan to expand existing Pond #2 for golf course irrigation purposes. During the development of alternatives there was some coordination between FNI and the Golf Course representative, who shared a conceptual plan for Pond #2. The proposed design involves:

1. Design of improvements to Pond # 2 to a capacity of approximately 8 million gallons
2. Evaluate existing piping for Bypassing Pond #17 and diverting flows from treatment plant to new and improved Pond #2.
3. Design of replacement of pond liner at Pond #17
4. Inspection and assessment of the underdrain at Pond #17 to check functionality and recommend design for minor repairs.
5. Design minor concrete improvements which may potentially be uncovered when the existing liner is removed.

FNI shall render the following professional services in connection with the development of the Project:

BASIC SERVICES:

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Project management activities will include coordination with the City's Public Works department, coordination with sub consultants, FNI sub-discipline groups, and coordination with reviewing and permitting agencies. The task will include meetings, implementation of quality control plan and tracking project budget, schedule, and progress.

1. Meetings will include:
   i. Project Kickoff with the City staff and key discipline leaders.
   ii. Coordination meetings between FNI's interdisciplinary team and sub consultants.
   iii. Monthly Progress meeting (6 meetings) to discuss the progress, schedule, budget, and technical aspects of the project. Minutes will be prepared and distributed. Key action items and decisions will be included in the meeting minutes.
   iv. Submittal review meetings: After submission of each design submittal (40%, and 95%) a review meeting will be held to discuss the submittal package, review comments from the City staff and a potential resolution path for the comments. The comments will be recorded into a log, and responses will be provided for concurrence to the City.

2. Provide document control and coordination with the City throughout the life of the project. Provide written project status reports with monthly invoices, one per month throughout the duration of the project.

3. Implement Quality Control and Quality Assurance Plan on the design submittals. The plan will include detail checks on calculations, analysis and deliverables by peers and Independent technical review of the deliverables.

4. Constructability reviews (40%, and 95% stages)

TASK 2. PERMITTING AND ENVIRONMENTAL DUE DILIGENCE

FNI will perform a due diligence effort to address environmental regulatory compliance. This effort would include the following steps:

1. Reuse Authorization – This will consist of preparing an application for additional authorization under the existing reuse authorization which includes applying for additional Type II User (i.e., location for Pond #2) on current Reuse Authorization R11752001.

2. Desktop file and literature review – this would include a review of readily available spatial data and files such as recent and past aerial imagery, FEMA floodplain maps, soil maps, Texas Historical Commission's cultural resource Atlas, Texas Parks and Wildlife Department's (TPWD) Natural Diversity Database, topographic maps, elevation data, US Fish and Wildlife Service's (USFWS) Critical Habitat Viewer, and USFWS Information for Planning and Conservation.

3. Field Effort and Tree Survey – this effort would include a pedestrian survey of the project footprint and would include a tree survey to comply with City of Lago Vista tree ordinances. Trees species and diameter-at-breast-height (DBH) would be recorded along with a coordinate. During this effort, any potential Waters of the US or habitat for federally listed species would be mapped.

4. Technical Memorandum and Tree Permit – the information from this effort would be synthesized in a technical memorandum and would include representative photographs and figures. If a permit is needed for tree removal, we would also address that permit under this step.

Assumptions for Permitting tasks include:

- Development of a USACE permit is not included.
- No presence/absence surveys for federally listed species are included.
- No cultural resource surveys are included.

TASK 3. TOPOGRAPHIC SURVEYS:

Surveys will be conducted by Surveying and Mapping, LLC. The scope is included in **ATTACHMENT B**. The scope will include:

1. Establishing vertical and horizontal control

2. Surveying the proposed area for Pond # 2

3. Mapping of Property lines around Pond #2

4. Surveying and mapping of above ground features and utilities at Pond #2 and Pond #17

5. Performing SUE services at Pond #2.

TASK 4. GEOTECHNICAL DESIGN

Activities include:

1. Subsurface exploration, laboratory testing and producing geotechnical data report development by HVJ associates. **ATTACHMENT C** outlines the scope and fee for the field and laboratory work.

2. Review of field log and assign laboratory tests

3. Review of Geotechnical Data Report

4. Review of the logs and evaluate lab tests results to establish soil parameters.

5. Develop design criteria for loading to perform stability analysis and calculations for earth embankment.

6. Perform seepage and stability analysis for up to 3 different typical sections that form the cross section of the embankment for Pond #2.

7. Develop geotechnical analysis/design sections for the basis of Design report.

TASK 5. CIVIL DESIGN

The following activities will be performed as part of the Civil design task:

1. Coordinate with the City Staff and prepare the construction staging and access for the repairs project.

2. Develop site layouts for Pond #2, in coordination with City and Golf Course representative. The preliminary layout of the proposed Pond #2 will be based on the concept sketches provided by the Lago Vista Golf Course. Based on the surveys, the layout may require modifications to the extents of the pond. FNI will perform grading iterations to maximize capacity considering the site limitations including access, available Right of Ways, golfing course requirement, and utilities.

3. Develop up 3 options for Pond # 2 that consider slope armoring where embankment slopes are steeper than 1V:3H and coordinate with geotechnical analysis and design. No design of earth retaining systems or retaining walls (vertical features) is included in this scope.

4. Coordinate with City to identify existing piping limitations and provide options to convey the effluent to Pond # 2. The design support will be limited to recommending pipe fittings or bypass features to temporarily convey water during construction and not for permanent basis.

5. Coordinate with recommended manufacturers to evaluate Pond Liners' performance criteria and installation procedures and requirements for liner recommendation. Obtain manufacturer's information with respect to staging, handling and storage requirements, installation techniques and cost data including material, shipping, and installation costs.

6. Design an underdrain system for Pond #2. It is assumed that the leakage will be conveyed to storm water collection system similar to the system at Pond #17.

7. Develop pond liner design for Pond #17 using existing pond embankment parameters (height, elevation, width, slope grade, storage capacity, and armoring feature) for the liner replacement. If the City desires to change any existing parameters, FNI can provide additional fee proposal to perform required investigations, analysis and design.

8. Design details for surficial concrete repairs for construction contractors to perform after removal of the existing pond liner. Any design required for repairs observed for concrete damage beyond surface repairs is not included in this design scope.

9. Develop inspection specifications and design recommendations for repair of the underdrain system at Pond #17.

10. Preparation of 40% design drawings, basis of design report and opinion of probable construction cost (OPCC). OPCC will follow requirements for a Class 3/4 per AACE.

11. Prepare 95% design drawings, specifications, update to basis of design report and OPCC.

12. Development of Issued- For-Bid (IFB) Construction Contract Documents.

13. Submit drawings, specifications, and Construction Contract Documents at appropriate design stages to TCEQ.

TASK 6. BID PHASE SERVICES

Upon completion of the design services and approval of IFB Construction Contract Documents by the City, FNI shall provide professional services in this phase as follows:

1. Assist City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend a tour of the project site after the pre-bid conference.

2. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

3. At City's request, FNI will assist the City in the opening, tabulating, and analyzing the bids received. It is assumed that the City will use **Competitive Sealed Proposals** for soliciting bids. Review the qualification information provided and evaluate, based on the information available, the contractor's qualifications to construct the project. Perform a ranking evaluation and develop a recommendation for the award of the contract.

4. Provide Issue of Conformance (IFC) contract documents, including incorporation of addenda. Furnish the City, one (1) electronic copy (.pdf format) of contract documents for execution.

TASK 7. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services and selection of contractor, FNI will proceed with the performance of construction phase general representation services as described below. The overall construction schedule for the project is assumed to be Eight (8) months. If the project construction duration extends beyond this assumed duration, additional budget will be required.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City in conducting pre-construction conference with the Contractor and review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Assist the City in monthly progress meetings with the Contractor. Assist with the review of meeting minutes prepared by the City. It is anticipated that six (6) meetings will be held in person.

3. Visit the site and prepare up to ten (10) project site observation reports of construction progress. Reports will describe construction progress in general terms, descriptive narrative of progress identified to date, contract and/or design deviations noted, and site photographs.

4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's requests for information (RFI's) (up to 15) and submittals (up to 15) including modification requests, shop drawings, schedules, and other RFI's and submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

5. Make once a month site visit for the duration of the construction to observe construction progress and the quality of work to attempt to determine if the work is proceeding in general accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City

6. Notify the City of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. Coordinate with the City regarding its testing laboratories required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by FNI.

8. Interpret the drawings and specifications for the City and Contractor. Issue clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

9. Prepare change order documentation for the City approved changes for execution by the City. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design

modifications requested by the City or requested by the Contractor are an additional service.

10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of FNI, are an additional service.

11. Conduct, in company with the City, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

12. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Furnish the City two (2) sets of printed copies and one (1) electronic copy (*.pdf and *.dwg format) of "Record Drawings."

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule based on 2 weeks review time by the City:

40% Design Submittal	12 weeks after NTP
City Review and Comments	2 Weeks after 40% Design Submittal
95% Design Submittal	10 weeks after receipt of 40% comments from the City
City Review and Comments	2 Weeks after 95% Design Submittal
IFB Design Submittal	4 weeks after receipt of 95% comments from the City
BID Phase	Assumed 6-week duration
IFC Design Documents Submittal	2 weeks after contract award
Construction Phase	Estimated 8-month duration

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may result in an adjustment to compensation upon written approval by the City.

RESPONSIBILITIES OF THE CITY:

City shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor, such auditing service as the City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as the City may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Give prompt written notice to FNI whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as required.

J. Bear all costs incident to compliance with the requirements this section.

K. Provide construction oversite, management, and inspection services for the complete installation of the project to ensure the Contractor completes the construction of the project in accordance with the design of the project.

Via Email: naveen.chillara@freese.com

May 2, 2023

Freese & Nichols, Inc.
9601 McAllister Fwy.
Suite 1008
San Antonio, TX 78216
Attn: Naveen Chillara, P.E. Water Resources Design

Re: Lago Vista Ponds
Topographic Survey And Subsurface Utility Engineering Services
SAM Proposal No. 1022068571

Dear Mr. Chillara:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal to Freese & Nichols, Inc. for professional services in connection with the above referenced project shown on **Exhibit "A".** Based upon your e-mail request and our correspondence, we have prepared the attached Scope of Services.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

SURVEYING AND MAPPING, LLC
Donald J. Zdancewicz, RPLS
Austin Survey Department Manager
Direct (512) 895-5054
Donald.Zdancewicz@sam.biz

SCOPE OF SERVICES AND ESTIMATED FEE
LAGO VISTA PONDS
TOPOGRAPHIC SURVEY AND SUBSURFACE UTILTIY ENGINEERING SERVICES

PROJECT OVERVIEW

Surveying And Mapping, LLC (SAM) proposes to provide a Topographic Survey and Subsurface Utility Engineering (SUE) Services to Freese & Nichols, Inc. (Client). The limits of survey and SUE services for Pond 2 will be as shown on Exhibit A below. The limits of survey for Pond 17 will be as shown on Exhibit B below.

SURVEY ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide Right of Entry and access to any private properties as required to perform the services described herein, and if necessary gain permission of adjoining properties.
- SAM assumes that no significant discrepancies will be found between the proposed survey and Lot 2, Block 1 and a portion of Lot 1, Block 1, Scott & White Healthcare Subdivision, recorded in Volume 10179, Pages 50-51B, of the Official Public Records of Brazos County. Supplemental work to rectify or validate the prior survey is not within this scope.
- Only property corners for Lot 2, Block 1 and a portion of Lot 1, Block 1, Scott & White Healthcare Subdivision, recorded in Volume 10179, Pages 50-51B, of the Official Public Records of Brazos County; will be verified.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project Work Area.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of utility mapping information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.
- It should be noted that non-metallic piping (PVC), inactive electric and/or communication lines may or may not be found by electromagnetic designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.

- SAM will provide normal minimal traffic control for SUE services, where possible. This includes standard placement of traffic cones and freestanding warning signage. Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control measures and will not be required for this work.
- SAM assumes that we have access to all utility related structures within the project area and that there will be minimal delays if utility representatives are required to be present when accessing these structures.
- Utilities that lie within duct packages will not be represented with individual line work. The limits of electronic designation information for the outermost facilities within these packages will be depicted in the deliverable.
- No more than 7,000 linear feet of utilities will be surveyed and mapped throughout this project. If a higher linear footage of utilities are discovered, a change order may be required.
- Specialized traffic control will not be required and is not included in the below fee schedule.

SURVEY SCOPE OF SERVICES

TOPOGRAPHIC SURVEY – POND 2:

SAM will perform the following Survey services:

- Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geiod 18.
- Locate the above ground visible existing improvements including but not limited to buildings, walls, sidewalk, curb and gutter, edge of pavement, fences, signs and other physical objects.
- Elevations of the site including spot elevations at 50 foot intervals and at major grade breaks will be obtained. A 3D DTM surface will be produced and the site topography will be shown at one-foot contours.
- Elevations on the bottom of the pond will be obtained and shown on the survey.
- The topographic survey will extend to the face of curb or edge of pavement of Park Cir. and Outpost Trace.
- Locate above ground evidence of utilities including: utility poles, guy wires, light poles, CATV pedestals, electric transformers, junction boxes, hand holes, meters, water meters, water valves, fire hydrants, gas meters, gas valves, clean outs, steam manholes, petroleum witness posts, telephone manholes, pedestals, hand holes, traffic control signals, manholes and cabinets.
- Locate existing trees on site that are 8 inches in diameter or larger (at breast height), tag tree with point number assigned during survey, note trunk diameter, species or common name. Trees will be represented on the plans by a concentric circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree's trunk diameter. (i.e. tree with 15" trunk diameter would be represented at plan scale by a 30 foot diameter circle) A table listing the trees by tree tag number with size and common name will be placed on the survey.
- Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey.
- Research the current ownership deeds and/or plats of the subject lot and adjoining properties, locate existing boundary monumentation and analyze the found boundary monumentation to determine the location of the boundary lines. The boundary lines, monuments found or set based upon the current description of the property as shown in current deed and/or plat of record will be shown.
- The property is a portion of PID 175634 and all of PID's 173572, 173573 and 173574 as shown on the Travis County Appraisal District map. The survey limits are approximately 10.4 acres.

TOPOGRAPHIC SURVEY – POND 17:

SAM will perform the following Survey services:

- Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geiod 18.
- Locate the above ground visible existing improvements including but not limited to buildings, walls, sidewalk, curb and gutter, edge of pavement, fences, signs and other physical objects.
- Elevations of the site including spot elevations at 50 foot intervals and at major grade breaks will be obtained. A 3D DTM surface will be produced and the site topography will be shown at one-foot contours.
- Elevations on the top of the pond will be obtained and shown on the survey.
- Survey of the Pond 17 area excludes any topography or hydrographic survey of Pond 17. This survey will extend to the top of the pond only.
- The topographic survey will extend to the fence line surrounding the pond area. Survey will include the outline of the storage area, and the area between the pond and the storage area.
- SUE services are excluded from the survey of Pond 17.
- Locate above ground evidence of utilities including: utility poles, guy wires, light poles, CATV pedestals, electric transformers, junction boxes, hand holes, meters, water meters, water valves, fire hydrants, gas meters, gas valves, clean outs, steam manholes, petroleum witness posts, telephone manholes, pedestals, hand holes, traffic control signals, manholes and cabinets.
- Locate existing trees on site that are 8 inches in diameter or larger (at breast height), tag tree with point number assigned during survey, note trunk diameter, species or common name. Trees will be represented on the plans by a concentric circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree's trunk diameter. (i.e. tree with 15" trunk diameter would be represented at plan scale by a 30 foot diameter circle) A table listing the trees by tree tag number with size and common name will be placed on the survey.
- Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey.
- The property is a portion of PID's 177162 and 424762 as shown on the Travis County Appraisal District map. The survey limits are approximately 4.3 acres.

SUBSURFACE UTILITY ENGINEERING SERVICES:

SAM will provide all the following SUE services to the standard of care applicable in the SUE profession. The services meet the standard guidelines of ASCE C-I 38-22 for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

Quality Service Level D (QL-D) –Office personnel will attempt to collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, and steam systems.

- SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing

record information of utility systems that may have an impact on this project limits shown on the attached exhibit.

Quality Service Level C (QL-C) – SAM crews will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface features associated with the underground utility systems located within the project limits shown on exhibit A. SAM will perform office processing and correlate the horizontal layout of utility records with surface feature data.

Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities) – Designating is to indicate, by marking with paint, the presence, and approximate horizontal location of subsurface utilities using geophysical prospecting techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide QL-B investigation services inside the Site highlighted red in Exhibit A.
- Provide all equipment, personnel, and supplies required for performing toning services. SAM shall determine which equipment, personnel, and supplies are required to perform these toning services.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum, telephone, fiber optics, cable TV, storm and electrical utilities within the project area previously described. Irrigation lines are not included in the scope of this work.
- Mark and survey the utilities placed on the ground.
- Conduct appropriate investigation of site conditions.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.
- Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-22.

In accordance with ASCE 38-22, any utilities which cannot be mapped at QL-B will be mapped at the next lowest quality level; QL-C or QL-D, as applicable.

DELIVERABLES

- PDF and CADD file of the Topographic Survey in AutoCAD Civil3D format.
- A digital CAD file depicting the horizontal locations for utilities investigated within the project area will be prepared for this project. These utilities lines will have a unique line style and symbology in the plan deliverables.

PROJECT SCHEDULE

SAM will start field services for the Topographic Survey within two (2) weeks from notice to proceed (NTP) and right of entry (ROE) provided to the site. The Topographic Survey will be provided within five (5) weeks of NTP and ROE.

The Subsurface Utility Engineering (SUE) services will be provided within seven (7) weeks of NTP and ROE.

PROJECT FEE

Topographic Survey – Pond 2:	$18,600.00
Topographic Survey – Pond 17:	$9,950.00
SUE QL-D through QL-B Services – Pond 2:	$13,750.00
TOTAL FEE:	**$42,300.00**

These services will be provided on a **Lump Sum** basis. This fee is good for 90 days from the date of this proposal.

EXCLUSIONS

The following items are excluded from this proposal:

- Offsite topography.
- Land Title Surveys.
- Title review.
- Preparation of new easement descriptions.

EXHIBIT A

EXHIBIT B

STANDARD TERMS AND CONDITIONS
(State of Texas)

1. Access To Site - Unless otherwise stated, Surveying And Mapping, LLC, a Texas limited liability company ("SAM") will have access to the project site for activities necessary for the performance of the services. SAM will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM pursuant to this Agreement shall remain the property of SAM except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

3. Copyright - The parties hereto agree that all protections of the United States and the greater of the protections afforded SAM by Texas state copyright laws and the copyright laws of the state in which the project is performed shall be applicable to the work product to the benefit of SAM, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM's office in Austin, Travis County, Texas.

5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney's fees or court costs incurred by SAM in collecting any past-due amounts. In the event that Client fails to pay SAM within thirty (30) days after invoices are rendered, then Client agrees that SAM shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

7. Dispute Resolution – If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the parties hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. Client and SAM agree to include a similar dispute resolution agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The substantially prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred by the prevailing party.

8. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the state of Texas.

9. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, its officers, directors, members, managers, employees, agents, insurers and subconsultants (collectively "SAM Parties") from and against all damages, liabilities, penalties, fees, claims, suits and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by

any of the SAM Parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM.

10. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, suits, costs, liabilities, fees, losses, expenses, penalties, fines, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Except for the indemnification provisions provided herein, neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

11. Authority - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of Freese and Nichols, Inc.), or as Company's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

12. Professional Services - All engineering and surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors.

13. Use of Work Product - SAM acknowledges that Client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.

14. Subpoenas or Requests for Information - In the event SAM or any of its personnel are requested or authorized by the Client or third parties with which the Client is involved in a claim or dispute or, are required by government regulation, subpoena, or other legal process, to produce any information or our personnel as witnesses with respect to the services performed by SAM hereunder, the Client will, so long as neither SAM nor its personnel are a party to the proceeding in which the information or personnel are sought, reimburse SAM for its professional time and expenses, as well as the actual fees and expenses of SAM's counsel, incurred in responding to such requests.

SURVEYING AND MAPPING, LLC (SAM, LLC)	COMPANY NAME: Freese and Nichols, Inc.
Signature:_____	Signature:_____
Date: May 2, 2023	Date: _____
Printed Name: Donald J. Zdancewicz, RPLS	Printed Name:_____
Title: Austin Survey Department Manager	Title:_____

4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

April 27, 2023

Mr. Naveen Chillara, P.E.
Freese & Nichols, Inc.
9601 McAllister Fwy, Suite 1008
San Antonio, TX 78216

Re: City of Lago Vista – Effluent Pond
Geotechnical Site Investigation
Owner: City of Lago Vista
HVJ Proposal No. AG 23 10155

Dear Mr. Chillara:

HVJ South Central Texas, M&J Inc. (HVJ SCTx) is pleased to submit this proposal to provide geotechnical investigation services for the above referenced project.

Our scope work, as outlined in this proposal, provides the necessary and appropriate level of geotechnical engineering support during the study phase.

Project Description
We understand that Freese and Nichols, Inc. (FNI) is assisting the City of Lago Vista with the design and construction of an effluent pond. Details of the proposed effluent pond are not available to us during preparation of this proposal. However, based on our conversation with FNI, the depth of the pond is anticipated to be less than 40 feet.

Scope of Work
For this project, HVJ SCTx will conduct the following:

- Subsurface Exploration: To investigate subsurface conditions and characterize soil at the project area, three (3) geotechnical borings will be drilled, as requested by the Client. Each boring will be drilled to a depth of 40-feet; therefore, the total drilling footage is 120 feet. Based on the project location and its expected geology, clay deposits overlaying the bedrock are anticipated at this site. However, if different soil conditions are encountered during drilling activities, the boring depths may be adjusted.

  The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples will be collected using Shelby tubes and/or split-spoon samplers. Soil sampling will be performed continuously to a depth of 10 feet and at 5-ft. interval thereafter. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. Bedrock will be cored using an NX core barrel, Rock Quality Designation (RQD) and percent recovery will be determined in the field. The completed boreholes will be backfilled with soil cuttings and bentonite.

Groundwater data will be obtained during and immediately after drilling, if encountered. Upon completion of drilling and groundwater readings, boreholes will be backfilled using cuttings and bentonite pellets.

- Laboratory Tests: Laboratory tests will be performed on select soil and rock samples recovered from the test borings. The tests will include Atterberg limits, minus 200 sieve, particle size distribution, moisture content, moisture content with dry unit weight, unconfined compressive strength of soil and rock, unconsolidated undrained triaxial, consolidated undrained triaxial, crumb dispersion and hydraulic conductivity. Laboratory testing will be assigned by FNI based on the encountered subsurface conditions.

The collected field and laboratory data will be interpreted and used to develop a Geotechnical Data Report for the project. The report will include the following specific items:

- Site vicinity map,
- Geology map,
- Plan of borings,
- Boring logs, and
- Field and Laboratory test results summary.

The above-described report will be prepared by an engineer specializing in soil mechanics after reviewing available boring and laboratory data.

Assumptions
The following assumptions were made in developing the scope and fee estimate for this project:

- Site clearing will not be necessary to access boring locations and is not included in the scope.
- Boring locations will be mutually agreed upon by FNI and HVJ SCTx.
- Right of Entry Permits will be provided by FNI.
- FNI shall provide HVJ SCTx with an electronic site map.
- Surveying of the boring locations will be done by others, if required.
- HVJ SCTx will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility.
- Voids/karst features may be encountered during drilling. If voids/karst features larger than 12 inches are encountered, HVJ SCTx will terminate drilling immediately, and request FNI to provide further direction.

Fee
HVJ SCTx will perform the outlined scope of work for a **Lump Sum Fee** of **$24,035**. If anomalous soil conditions are encountered, or if the project configuration changes significantly, additional work may be required. HVJ SCTx will recommend such additional work when and if it is deemed necessary.

Schedule
We propose to initiate project scheduling and coordination, immediately upon receiving notice-to-proceed. We subsequently expect to complete the test borings approximately two (2) weeks after

receiving notice to proceed. Laboratory testing, evaluation of test results, engineering analyses and report preparation will take approximately four (4) weeks after completion of the fieldwork.

Sample Retainage
Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation.

Invoices
Invoices will be submitted at the end of each month based on the time spent on the work and items completed by the last Saturday of each month, or based on an invoice schedule provided by FNI. HVJ SCTx understands that payment will be within 10 days of submission of the data report.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business.

Sincerely,

HVJ SOUTH CENTRAL TEXAS – M&J INC.

Golam Kibria

Golam Kibria, Ph.D., PE
Office Manager/Senior Geotechnical Engineer

GK/mm

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Date to Start Work: _____

Mr. Naveen Chillara, P.E.
City of Lago Vista – Effluent Pond
April 27, 2023
SG 23 10155

Geotechnical Investigation					
City of Lago Vista Effluent Pond					
HVJ South Central Texas M&J, Inc.					
HVJ SCTx Proposal No. SG 23 10155					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization - Round Rock	1	@	$650.00	per mobilization	$650.00
Drilling & Sampling - Soil Drilling (assuming 10' soil)	30	@	$30.00	per foot	$900.00
Drilling & Sampling - Rock Coring	90	@	$40.00	per foot	$3,600.00
Shelby Tube (Thin Wall) - assuming 2 per boring	8	@	$30.00	each	$240.00
Standard Penetration Tests (SPT) - assuming 3 per boring	8	@	$25.00	each	$200.00
Backfilling Soils/Bentonite	120	@	$7.00	per foot	$840.00
Driller Standby time	2	@	$200.00	per hour	$400.00
Logging EIT	30	hr @	$105.00	per hour	$3,150.00
Staking, Utility Clearance , permit Coordination-EIT	12	hr @	$105.00	per	$1,260.00
Support Truck	4	@	$125.00	each	$500.00
				Sub Total	**$11,740.00**
Laboratory Testing - Standard					
Moisture Content	9	@	$28.00	each	$252.00
Atterberg Limits	12	@	$90.00	each	$1,080.00
#200 Sieve Analysis	9	@	$60.00	each	$540.00
Particle Size Gradation/with Hydrometer	3	@	$225.00	each	$675.00
Moisture Content/UDW	3	@	$46.00	each	$138.00
Unconfined Compressive Strength Tests-Soil	9	@	$70.00	each	$630.00
Unconfined Compressive Strength Tests-Rock	6	@	$90.00	each	$540.00
Unconsolidated Undrained Triaxial (UU)	3	@	$140.00	each	$420.00
Consolidated Undrained Triaxial (CU)	2	@	$850.00	each	$1,700.00
Crumb Dispersion	3	@	$50.00	each	$150.00
Hydraulic Conductivity	2	@	$415.00	each	$830.00
				Sub Total	**$6,955.00**
Geotechnical Engineering & Reporting					
Project Manager	8	hr @	$210.00	hr	$1,680.00
Professional Engineer III	12	hr @	$150.00	hr	$1,800.00
Engineer In Training I	16	hr @	$105.00	hr	$1,680.00
Administrative Assistant III	4	hr @	$45.00	hr	$180.00
				Sub-Total	**$5,340.00**
				TOTAL	**$24,035.00**

Freese and Nichols, Inc.

ATTACHMENT D- FEE ESTIMATE

Lago Vista Effluent Pond Repairs 6/2/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	$ 483,830
	Special Services	$ -
	Total Project	$ 483,830

Tasks		Labor																			Expenses			Subconsultants			Total
Phase	Task Description	Sr. Advisor	PM	Project Engineer	EIT	CAD Designer	CAD Tech 1	QA Manager	Project Admin	Permit Specialist	Sr. Envi. Scientist	Envi. Field Tech	Envi. Scientist	Wastewater Engineer	Client Representative	Construction Manager	Structural Engineer	Structural EIT	Total Hours	Total Labor Effort	Tech Charge	Miles	Total Expense Effort	HVJ Associates	SAM LLC	Total Sub Effort	Total Effort
		$175	$290	$135	$115	$117	$75	$233	$120	$194	$240	$92	$125	$142	$272	$214	$162	$125									
0001	**Project Management**																			$ -			$ -			$ -	$ -
	External kickoff meeting	2	2	2						2	2			2	2				14	$ 2,897	14		$ 119			$ -	$ 3,016
	Internal kickoff meeting	1	1	1	1	1	1	1		1	1			1	1				11	$ 1,987	11		$ 94			$ -	$ 2,081
	Discipline Coordination	4	8	8	4	4				4	4				4				40	$ 7,848	40		$ 340			$ -	$ 8,188
	Monthly Progress Meetings(6)	4	8	8											4				24	$ 5,186	24		$ 204			$ -	$ 5,390
	Submittal Review Meetings (2)	2	4	4	4														14	$ 2,508	14		$ 119			$ -	$ 2,627
	Maintain and monitor scope / schedule / budget		8						24										32	$ 5,201	32		$ 272			$ -	$ 5,473
	Quality Management Plan and Assurance	2	4					4											10	$ 2,442	10		$ 85			$ -	$ 2,527
	Quality Control Reviews (3 Submittals)	8	16					60											84	$ 20,014	84		$ 714			$ -	$ 20,728
	Constructability Reviews	4	4													8			16	$ 3,569	16		$ 136			$ -	$ 3,705
																				$ -			$ -			$ -	$ -
0002	**Permitting and Environmental Due Delegence**																			$ -			$ -			$ -	$ -
	Permit of Adding Additional Type II user		4							24		16							44	$ 7,288	44		$ 374			$ -	$ 7,662
	TCEQ coordination		2							6									8	$ 1,743	8		$ 68			$ -	$ 1,811
	Desktop review										2	8	4						14	$ 1,717	14		$ 119			$ -	$ 1,836
	Field Assessment/ Tree Cover		1								2	12	12						27	$ 3,373	27		$ 230			$ -	$ 3,602
	Tech Memo/ Tree Permit		1								2	16	16						35	$ 4,240	35		$ 298			$ -	$ 4,537
																				$ -			$ -			$ -	$ -
0003	**Topographic Surveys**																			$ -			$ -			$ -	$ -
	Survey Field Work																			$ -			$ -		42,300	$ 48,645	$ 48,645
	Sub Coordination		2	4															6	$ 1,118	6		$ 51			$ -	$ 1,169
	Data Review and Verification			4		8													12	$ 1,471	12		$ 102			$ -	$ 1,573
																				$ -			$ -			$ -	$ -
0004	**Geotechinical Design**																			$ -			$ -			$ -	$ -
	Field Exploration, Lab Testing and GDR				16														16	$ 1,837	16		$ 136	24,035		$ 27,640	$ 29,613
	Review of field logs and assign lab tests	2			4														6	$ 809	6		$ 51			$ -	$ 860
	Review of GDR	4			8														12	$ 1,619	12		$ 102			$ -	$ 1,721
	Design Criteria establishment, Loading conditions Analysis	16			24														40	$ 5,556	40		$ 340			$ -	$ 5,896
	Pond # 2 Alternative Seepage and Stability Analysis	16			40														56	$ 7,393	56		$ 476			$ -	$ 7,869
	Preparation of Design report	4			24														28	$ 3,456	28		$ 238			$ -	$ 3,694
																				$ -			$ -			$ -	$ -
0005	**Civil Design**																			$ -			$ -			$ -	$ -
	Civil Layouts		4	24	16	2	8												54	$ 7,059	54		$ 459			$ -	$ 7,518
	Access and Staging		4	8	4	2	4												22	$ 3,229	22		$ 187			$ -	$ 3,416
	Bypass piping		4	16	8	4	8												40	$ 5,297	40		$ 340			$ -	$ 5,637
	Grading Plans/ Typ. Sections (Pond #2)		4	24	20	40													88	$ 11,352	88		$ 748			$ -	$ 12,100
	Pond liner selection and anchor design	4	16	8	24		8												60	$ 9,772	60		$ 510			$ -	$ 10,282
	Design of underdrain system at Pond #2		12	40	16	20	16												104	$ 14,231	104		$ 884			$ -	$ 15,115
	Inspection specs and repairs (underdrain system at Pond #17)		8	16	24	16	8												72	$ 9,694	72		$ 612			$ -	$ 10,306
	Alternative Slope Stability Solutions	8	16	4	16														44	$ 8,417	44		$ 374			$ -	$ 8,791
	Concrete Repairs & Detailing		4	12			16										20	40	92	$ 12,212	92		$ 782			$ -	$ 12,994
	40% Design Drawings	4	8	24	24	30	60								4				154	$ 18,082	154		$ 1,309			$ -	$ 19,391
	40% Basis of Design Report	4	16	40	36														96	$ 14,858	96		$ 816			$ -	$ 15,674
	40% OPCC		4	8	16		8									16			52	$ 8,089	52		$ 442			$ -	$ 8,531
	Address 40% Comments		8	16															24	$ 4,474	24		$ 204			$ -	$ 4,678
	95% Drawings	8	16	36	24	40	80								4				208	$ 25,380	208		$ 1,768			$ -	$ 27,148
	95% Specifications	8	20	24	24														76	$ 13,187	76		$ 646			$ -	$ 13,833
	95% Basis of design report update w/ OPCC	4	16	32	24														76	$ 12,403	76		$ 646			$ -	$ 13,049
	Address final comments		4	8			24												36	$ 4,032	36		$ 306			$ -	$ 4,338
	Issue Bid Documents		4	8		8													20	$ 3,170	20		$ 170			$ -	$ 3,340
																				$ -			$ -			$ -	$ -
0006	**Bid Phase Services**																			$ -			$ -			$ -	$ -
	Prepare notice to bidders/bid document copies		2				8												10	$ 1,179	10		$ 85			$ -	$ 1,264
	Attend Pre-bid meeting		6		6														12	$ 2,429	12		$ 102			$ -	$ 2,531
	Review Contractor Questions and Prepare Addenda	4	8	4	16										4				36	$ 6,485	36		$ 306			$ -	$ 6,791
	Review Tabulated Bid Results		2		2														4	$ 810	4		$ 34			$ -	$ 844
	Evaluate Bid Proposals and prepare recommendation of award		4		6														10	$ 1,849	10		$ 85			$ -	$ 1,934
																				$ -			$ -			$ -	$ -
0007	**Construction Phase Services**																			$ -			$ -			$ -	$ -
	Pre-Construction Meeting		4	4												4			12	$ 2,553	12		$ 102			$ -	$ 2,655
	Progress Meetings and Site Visits																			$ -			$ -			$ -	$ -
	- Monthly Progress Meetings (8 meetings)		16		32											16			64	$ 11,732	64		$ 544			$ -	$ 12,276
	- Site visit and Observation Reports (10 Visits)	4	16		40											16			76	$ 13,351	76		$ 646			$ -	$ 13,997
	- Additional Site Visits (Up to 2)		6		8														14	$ 2,659	14		$ 119			$ -	$ 2,778
	- Performance of Substantial Completion Walkthrough		8		8											8			24	$ 4,948	24		$ 204			$ -	$ 5,152
	- Performance of Final Completion Walkthrough	4	8		8											8			28	$ 5,648	28		$ 238			$ -	$ 5,886
	Contractor Proposals and Claims																			$ -			$ -			$ -	$ -
	- Contractor Claim/Change Requests (2)		8		4											20			32	$ 7,051	32		$ 272			$ -	$ 7,323
	- Proposed Contract Modifications (2)		8		4											20			32	$ 7,051	32		$ 272			$ -	$ 7,323
	- Work Change Directives (2)		8		4											20			32	$ 7,051	32		$ 272			$ -	$ 7,323
	- Change Orders (2)		8		4											20			32	$ 7,051	32		$ 272			$ -	$ 7,323
	Contractor Submittals																			$ -			$ -			$ -	$ -
	- Record Data/Certified Test Reports/Shop Drawings (15)		20		40											8			68	$ 12,103	68		$ 578			$ -	$ 12,681
	- Requests for Information (RFIs) (15)		20		32											8			60	$ 11,184	60		$ 510			$ -	$ 11,694
	Record Drawings		4		4	16													24	$ 3,486	24		$ 204			$ -	$ 3,690
																				$ -			$ -			$ -	$ -
	Total Hours / Quantity	121	389	387	619	191	249	65	24	37	13	52	32	3	23	172	20	40	2,437	$ 386,830	2,437	-	$ 20,715	$ 24,035	$ 42,300	$ 76,285	$ 483,830
	Total Effort	$ 21,175	$ 112,845	$ 52,079	$ 71,074	$ 22,280	$ 18,625	$ 15,137	$ 2,880	$ 7,169	$ 3,125	$ 4,800	$ 3,984	$ 427	$ 6,260	$ 36,731	$ 3,250	$ 4,990			$ 20,715	$ -		$ 27,640	$ 48,645		

PERMIT NO. WQ0011752001

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal of Permit No. WQ0011752001 issued on June 29, 2016.

PERMIT TO DISCHARGE WASTES
under provisions of Chapter 26
of the Texas Water Code

City of Lago Vista

whose mailing address is

5803 Thunderbird Street
Lago Vista, Texas 78645

Nature of Business Producing Waste: Domestic wastewater treatment operation, SIC Code 4952.

General Description and Location of Waste Disposal System:

Description: The City of Lago Vista Wastewater Treatment Facility consists of an activated sludge process plant using the complete mix mode. Treatment units include bar screens, grit chambers, aeration basin, secondary clarifier, aerobic sludge digester, sludge drying beds, belt filter press and chlorine contact chamber.

Interim I Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.60 MGD via surface irrigation of 140 acres of golf course and 40 acres of non-public access land planted with cedar trees. The facility includes two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 4.72 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Interim II Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.75 MGD via surface irrigation of 140 acres of golf course and 60 acres of non-public access land planted with cedar trees. The facility will include two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 5.95 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Final Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 1.0 MGD via surface irrigation of 140 acres of golf course and 100 acres of non-public access land planted with cedar trees. The facility will include three storage ponds with a total surface area of 14.7 acres and total capacity of 170.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 6.37 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Location: The wastewater treatment facility and disposal site are located 21001 Seminole Drive, Lago Vista, in Travis County, Texas 78645. (See Attachment A.)

Drainage Area: The wastewater treatment facility and disposal site are located in the drainage basin of Lake Travis in Segment No. 1404 of the Colorado River Basin. No discharge of pollutants into water in the state is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight on **ten years from the date of issuance**.

ISSUED DATE: **March 11, 2020**

For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Conditions of the Permit: No discharge of pollutants into water in the state is authorized.

A. Effluent Limitations

Character: Treated Domestic Sewage Effluent

Volume: Daily Average Flow – 0.60 MGD from the treatment system in the Interim I Phase
Daily Average Flow – 0.75 MGD from the treatment system in the Interim II Phase
Daily Average Flow – 1.00 MGD from the treatment system in the Final Phase

Quality: The following effluent limitations are required:

Parameter	Effluent Concentrations (Not to Exceed) Daily Average mg/l	7-Day Average mg/l	Daily Maximum mg/	Single Grab mg/l
Biochemical Oxygen Demand (5-day)	10	N/A	N/A	35
Total Suspended Solids	15	N/A	N/A	60

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units.

The effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes. If the effluent is to be transferred to a holding pond or tank, re-chlorination prior to the effluent being delivered into the irrigation system will be required. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.

B. Monitoring Requirements:

Parameter	Monitoring Frequency	Sample Type
Flow	Continuous	Totalizing Meter
Biochemical Oxygen Demand (5-day)	One/week (Two/week*)	Grab
Total Suspended Solids	One/week (Two/week*)	Composite
pH	Two/month (Two/week*)	Grab
Chlorine Residual	Continuous	Recording meter

*Final Phase monitoring frequency

The monitoring shall be done after the final treatment unit and prior to storage of the treated effluent. If the effluent is land applied directly from the treatment system, monitoring shall be done after the final treatment unit and prior to land application. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least three years.

STANDARD PERMIT CONDITIONS

This permit is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.

DEFINITIONS

All definitions in Section 26.001 of the Texas Water Code and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

   a. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.

   b. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with a 1 million gallons per day or greater permitted flow.

   c. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.

2. Concentration Measurements

   a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.

      i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

      ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.

   b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.

   c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calender month.

3. Sample Type

   a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

   b. Grab sample - an individual sample collected in less than 15 minutes.

4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.

5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids which have not been classified as hazardous waste separated from wastewater by unit processes.

6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING REQUIREMENTS

1. Monitoring Requirements

   Monitoring results shall be collected at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling in accordance with 30 TAC §§ 319.4 - 319.12.

   As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Texas Water Code, Chapters 26, 27, and 28, and Texas Health and Safety Code, Chapter 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record or other document submitted or required to be maintained under this permit, including monitoring reports, records or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

   a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests and calculations shall be accurately accomplished in a representative manner.

   b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

   a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.

   b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years, monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, and records of all data used to complete the application for this permit shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, or application. This period shall be extended at the request of the Executive Director.

   c. Records of monitoring activities shall include the following:

      i. date, time and place of sample or measurement;
      ii. identity of individual who collected the sample or made the measurement.
      iii. date and time of analysis;
      iv. identity of the individual and laboratory who performed the analysis;
      v. the technique or method of analysis; and
      vi. the results of the analysis or measurement and quality assurance/quality control records.

      The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

   If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in determining compliance with permit requirements.

5. Calibration of Instruments

   All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

   Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

   a. In accordance with 30 TAC § 305.125(9), any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.

   b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:

      i. Unauthorized discharges as defined in Permit Condition 2(g).

      ii. Any unanticipated bypass which exceeds any effluent limitation in the permit.

   c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.

   d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible.

8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.

9. Changes in Discharges of Toxic Substances

   All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

   a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

      i. One hundred micrograms per liter (100 μg/L);
      ii. Two hundred micrograms per liter (200 μg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 μg/L) for 2,4-dinitrophenol and for 2-methyl-

4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or

iv. The level established by the TCEQ.

b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

i. Five hundred micrograms per liter (500 µg/L);
ii. One milligram per liter (1 mg/L) for antimony;
iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
iv. The level established by the TCEQ.

10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

PERMIT CONDITIONS

1. General

a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.

b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:

i. Violation of any terms or conditions of this permit;
ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.

b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation or suspension, or for denial of a permit renewal application or an application for a permit for another facility.

c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation which has a reasonable likelihood of adversely affecting human health or the environment.

e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.

f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and Texas Water Code Section 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Special Provisions section of this permit.

h. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties).

3. Inspections and Entry

a. Inspection and entry shall be allowed as prescribed in the Texas Water Code Chapters 26, 27, and 28, and Texas Health and Safety Code Chapter 361.

b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the

quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in Texas Water Code Section 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

   a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:

      i. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;

      ii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

   b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.

   c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.

   d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.

e. In accordance with the Texas Water Code § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.

5. Permit Transfer

a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.

b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal which requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

8. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

9. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

10. Notice of Bankruptcy.

a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:

i. the permittee;
ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.

b. This notification must indicate:

i. the name of the permittee;
ii. the permit number(s);
iii. the bankruptcy court in which the petition for bankruptcy was filed; and
iv. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.

2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.

3. Domestic wastewater treatment facilities shall comply with the following provisions:

   a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.

   b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.

4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.

5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.

6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under Texas Water Code § 7.302(b)(6).

7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information specified as not confidential in 30 TAC § 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities which generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

   a. Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

      If in the judgement of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

   b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.

   c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made

when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.

10. Facilities which generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:

    a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.

    b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.

    c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.

    d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.

    e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.

    f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC Chapter 335 and must include the following, as it pertains to wastewater treatment and discharge:

        i. Volume of waste and date(s) generated from treatment process;
        ii. Volume of waste disposed of on-site or shipped off-site;
        iii. Date(s) of disposal;
        iv. Identity of hauler or transporter;

v. Location of disposal site; and
vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

11. For industrial facilities to which the requirements of 30 TAC Chapter 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with Chapter 361 of the Texas Health and Safety Code.

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SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Sewage Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.

2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.

3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

Pollutant	Ceiling Concentration (Milligrams per kilogram)*
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.

d. Three alternatives are available to demonstrate compliance with Class B criteria for

sewage sludge.

Alternative 1

i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.

ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;

iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;

iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and

v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

i. Prior to use or disposal, all the sewage sludge must have been generated from a

single location, except as provided in paragraph v. below;

ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;

iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;

iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and

v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.

ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.

iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.

iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.

v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.

vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.

vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.

ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.

Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.

Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.

Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.

Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.

Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.

Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are

defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 9 -

i. Sewage sludge shall be injected below the surface of the land.

ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.

iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

Alternative 10-

i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.

ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase
PCBs	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

Amount of sewage sludge (*) metric tons per 365-day period	Monitoring Frequency
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months

15,000 or greater	Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

Pollutant	Cumulative Pollutant Loading Rate (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

Pollutant	Monthly Average Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.

2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.

3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.

4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:

   a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.

   b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.

   c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:

   a. The location, by street address, and specific latitude and longitude, of each land application site.

   b. The approximate time period bulk sewage sludge will be applied to the site.

   c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.

2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.

2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).

3. A description of how the vector attraction reduction requirements are met.

4. A description of how the management practices listed above in Section II.C are being met.

5. The following certification statement:

   "I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:

   a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.

   b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.

   c. The number of acres in each site on which bulk sludge is applied.

   d. The date and time sludge is applied to each site.

e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.

f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.

4. The frequency of monitoring listed in Section I.C. that applies to the permittee.

5. Toxicity Characteristic Leaching Procedure (TCLP) results.

6. PCB concentration in sludge in mg/kg.

7. Identity of hauler(s) and TCEQ transporter number.

8. Date(s) of transport.

9. Texas Commission on Environmental Quality registration number, if applicable.

10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.

11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.

12. Level of pathogen reduction achieved (Class A, Class AB or Class B).

13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

15. Vector attraction reduction alternative used as listed in Section I.B.4.

16. Amount of sludge transported in dry tons/year.

17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.

18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.

    a. The location, by street address, and specific latitude and longitude.

    b. The number of acres in each site on which bulk sewage sludge is applied.

    c. The date and time bulk sewage sludge is applied to each site.

    d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.

    e. The amount of sewage sludge (i.e., dry tons) applied to each site.

    The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL

A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.

B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.

C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

D. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

   Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

   The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.

F. Record keeping Requirements

   The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.

2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. Toxicity Characteristic Leaching Procedure (TCLP) results.

3. Annual sludge production in dry tons/year.

4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.

5. Amount of sludge transported interstate in dry tons/year.

6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.

7. Identity of hauler(s) and transporter registration number.

8. Owner of disposal site(s).

9. Location of disposal site(s).

10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.

2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:

   a. the amount of sludge transported;

   b. the date of transport;

   c. the name and TCEQ permit number of the receiving facility or facilities;

   d. the location of the receiving facility or facilities;

   e. the name and TCEQ permit number of the facility that generated the waste; and

   f. copy of the written agreement between the permittee and the receiving facility to accept sludge.

2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.

3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. the annual sludge production;

3. the amount of sludge transported;

4. the owner of each receiving facility;

5. the location of each receiving facility; and

6. the date(s) of disposal at each receiving facility.

TCEQ Revision 01/2016

SPECIAL PROVISIONS:

1. This permit is granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend this permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, if an area-wide system is developed; to require the delivery of the wastes authorized to be collected in, treated by, or discharged from the system, to an area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment, or disposal system.

2. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

   This Category C facility must be operated by a chief operator or an operator holding a Category C license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift which does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

3. The permittee shall maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.

4. Prior to construction of the re-rated Interim II phase and Final Phase wastewater treatment facilities, the permittee shall submit to the TCEQ Wastewater Permits Section (MC 148) a copy of the approval letter from TCEQ for the plans and specifications for this facility. If the permittee does not have a copy of an approval letter, the permittee shall submit a summary submittal letter in accordance with the requirements in 30 TAC Section 317.1. If requested by the Wastewater Permits Section, the permittee shall submit plans, specifications and a final engineering design report which comply with 30 TAC Chapter 317, Design Criteria for Sewerage Systems. The permittee shall clearly show how the treatment system will meet the Interim II and final permitted effluent limitations and flow required on Page 2 of the permit.

5. The permittee shall notify the TCEQ Regional Office (MC Region 11) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to the completion of the new facilities on Notification of Completion Form 20007.

6. The Permittee shall provide facility for protection of its wastewater treatment facilities from a 100-year flood.

7. The permittee has submitted evidence of legal restrictions (on file) prohibiting residential structures within the part of the buffer zone not owned by the permittee according to 30 TAC Section 309.13(e)(3). The permittee shall comply with the requirements of 30 TAC Section 309.13(a) through (d). (See Attachment B.)

8. The irrigated crops include turf grass (golf course) and cedar trees (cedar breaks). Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 4.72 acre-feet per year acre irrigated on 40 acres for irrigation of cedar trees irrigation in the Interim I Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 5.95 acre-feet per year acre irrigated on 60 acres for irrigation of cedar trees irrigation in the Interim II Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 6.37 acre-feet per year acre irrigated on 100 acres for irrigation of cedar trees irrigation in the Final Phase. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied. These records shal be made available to review by the Texas Commission on Environmental Quality and shall be maintaned for at least three years.

9. The permittee shall obtain representative soil samples from the root zones of the land application area receiving wastewater. The golf course and cedar breaks application areas shall be subdivided into three subareas each for soil sampling. A map depicting the six permanent soil sampling areas shall be submitted with the annual soil monitoring results. Composite sampling techniques shall be used. Each composite sample shall represent no more than 60 acres. Subsamples shall be composited by like sampling depth and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 inches to 18 inches, and 18 inches to 30 inches below ground level. The permittee shall sample soils in December to February and shall be analyzed within 30 days of sample collection.

   The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture		Reported to 0.1 pH units after calibration of pH meter
Electrical Conductivity	2:1 (v/v) water to soil mixture	0.01	dS/m (same as mmho/cm)
Nitrate-nitrogen Ammonium-nitrogen	From a 1 N KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium	20	mg/kg (dry weight basis)

	Nitrogen. Procedures that use Mercury (Hg) are not acceptable.		
Total Nitrogen	= TKN + nitrate-nitrogen (same as, organic-nitrogen + ammonium-nitrogen + nitrate-nitrogen)		mg/kg (dry weight basis)
Plant-available: Phosphorus (P)	Mehlich III with inductively coupled plasma	1 (P)	mg/kg (dry weight basis)
Plant-available: Potassium (K) Calcium (Ca) Magnesium (Mg) Sodium (Na)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K) 10 (Ca) 5 (Mg) 10 (Na)	mg/kg (dry weight basis)
Amendment addition, e.g., gypsum			Report in *short tons/acre* in the year effected

A copy of this soil testing plan shall be provided to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received wastewater within the permanent land application fields to TCEQ Regional Office (MC Region 11), the Water Quality Assessment Team (MC 150) and to the Enforcement Division (MC 224) no later than end of September of each year. If wastewater is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that wastewater has not been applied on the approved land irrigation site (s) during that year.

10. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Crops, turf grass, native grasses, cover crops, the golf course or other ground cover shall be established and well maintained in the irrigation area throughout the year for effluent and nutrient uptake by the crop and to prevent pathways for effluent surfacing. Tailwater control facilities shall be provided as necessary to prevent the discharge of any effluent from the irrigated land.

11. Effluent shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.

12. The permittee shall erect adequate signs stating that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "DO NOT DRINK THE WATER" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.

13. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.

14. Irrigation with effluent shall be accomplished only when the area specified is not in use.

15. The permittee shall maintain a long term contract with the owner(s) of the land application

site which is authorized for use in this permit, or own the land authorized for land application of treated effluent.

16. Holding or storage ponds shall conform to the design criteria for stabilization ponds with regard to construction and levee design and shall maintain a minimum freeboard of two feet according to 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems.

17. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.

18. Wastewater effluent shall not be applied to rock outcrop exposures within 50 feet of the fault trace

19. The permittee shall maintain a minimum 50-foot buffer from surface water bodies and watercourses in the irrigation areas (Attachments C and D).

20. The wastewater storage pond adjacent to WWTP #2 shall be bermed to a height that is three feet above the 100-year flood level. This berm must be appropriately keyed into the substrate to prevent flooding of the retention structure.

21. The permittee shall inspect the leak detection systems installed at the Fairway Pond 17 and the existing Cedar Break Pond on a monthly basis to identify whether any water is collecting in the system. Upon use of the proposed Cedar Break Pond #2, permittee shall also conduct monthly inspections of the leak detection and leachate collection system of that pond. Permittee shall record the dates and results of the monthly inspections in a log book retained at the facility.

    If any water is present in the leak detection and/or leachate collection systems, the permittee shall obtain a grab sample of the water and analyze it for nitrate-N, nitrite-N, Total Kjeldahl Nitrogen, ammonia-N, total phosphorus, orthophosphate, and fecal coliform. Permittee shall retain a copy of the laboratory results of the grab sample at the facility and make the results available to TCEQ staff. If any pond is found to be leaking, permittee shall implement corrective actions to repair the ponds.

22. The permittee shall comply with the Soil Water/Springs Monitoring Plan submitted in the document "Cedar Breaks Effluent Disposal System Irrigation Management Plan" certified on August 21, 2008 and approved by the TCEQ Water Quality Assessment Team (MC 150). The permittee shall submit the data from the Soil Water/Springs Monitoring Plan to the Water Quality Assessment Team (MC 150) of the Water Quality Division during the month of September of each year. Data reported shall include: the date of survey, the date and amount (in inches) of most recent rain, whether any springs or seeps were located, the locations of the springs and seeps on a site map (if applicable), and laboratory report of the analytical results of the springs and seeps (if applicable).

23. If water quality data collected from existing seeps/springs indicate an increase in parameters outlined in Special Provision 22, or additional seeps/springs shall appear that differ from the baseline assessment, the permittee shall submit a Soil Moisture Monitoring Plan (SMMP) to the TCEQ Water Quality Assessment Team (MC 150) and the TCEQ Regional Office (MC Region 11), for review and comment within 30 days of discovery. This plan shall include, but not be limited to, the following criteria.

a. One soil moisture monitoring device per irrigation zone.
b. Automatic system such that if any one soil moisture monitoring device within an irrigation zone indicates saturation, an alarm located at the irrigation pump station will notify operator of such condition.
c. Maps depicting the proposed locations of the monitoring devices.
d. A moisture monitoring device management plan that illustrates a quarterly testing and maintenance program to ensure that the devices are operational.
e. Once initiated, soil moisture monitoring shall continue for the life of the irrigation system.

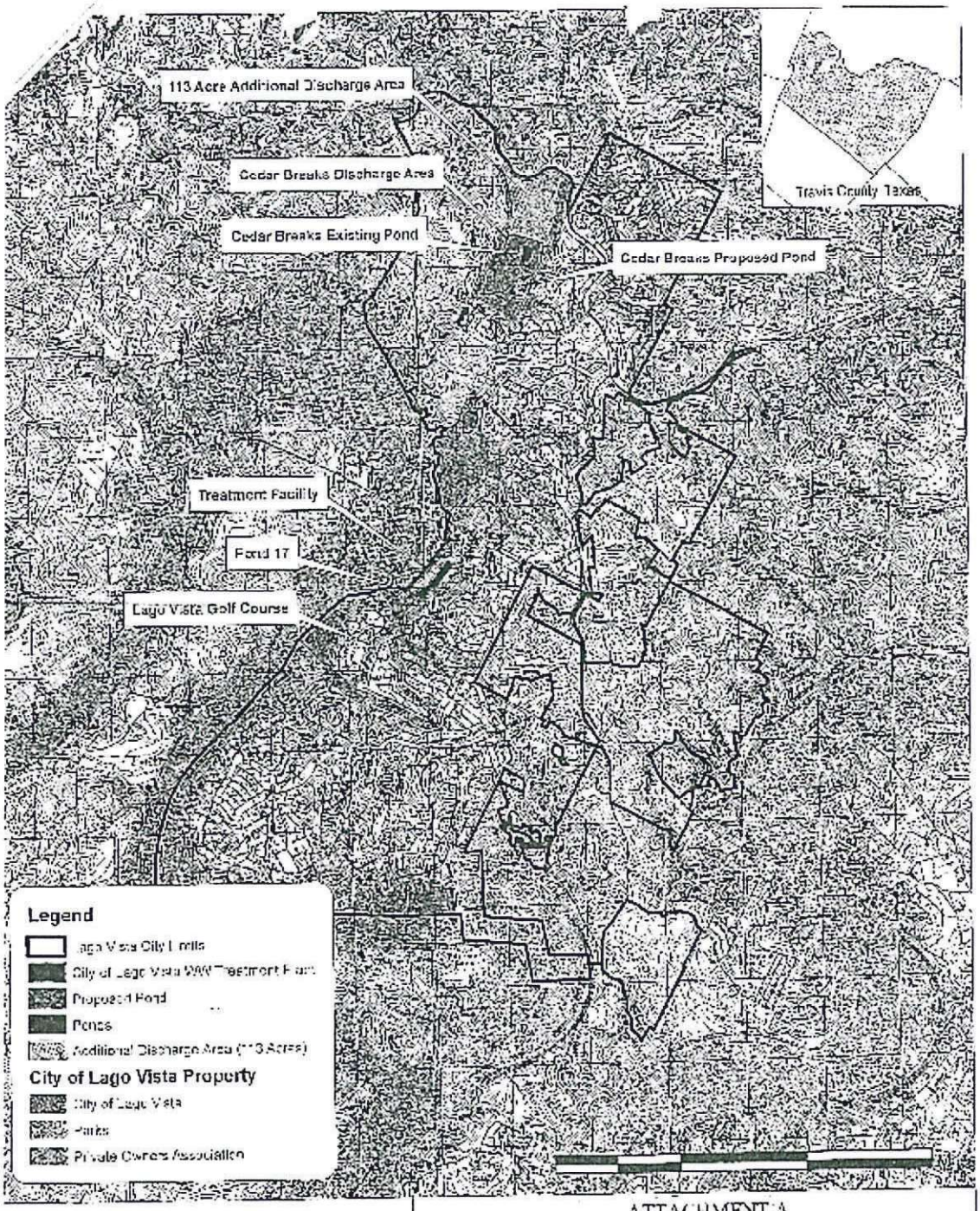
Once approved, the permittee shall initiate the SMMP within 60 days and notify TCEQ Regional Office (MC Region 11) and TCEQ Water Quality Assessment Team (MC 150) staff upon initiation.

24. All open areas between trees shall be planted with Bermuda grass and rye grass. The permittee shall use cultural practices to promote and maintain the health and propagation of the Bermuda grass (warm season) and ryegrass (cool season) crops and avoid plant lodging. The permittee shall harvest the crops (cut and remove it from the field) at least one time during the year. Harvesting and mowing dates shall be recorded in a log book kept on site to be made available to TCEQ personnel upon request.

25. The physical condition of the land application fields will be monitored on a weekly basis. Any areas with problems such as surface runoff, surficial erosion, stressed or damaged vegetation will be recorded in the field log kept onsite and corrective measures will be implemented within 24 hours of discovery.

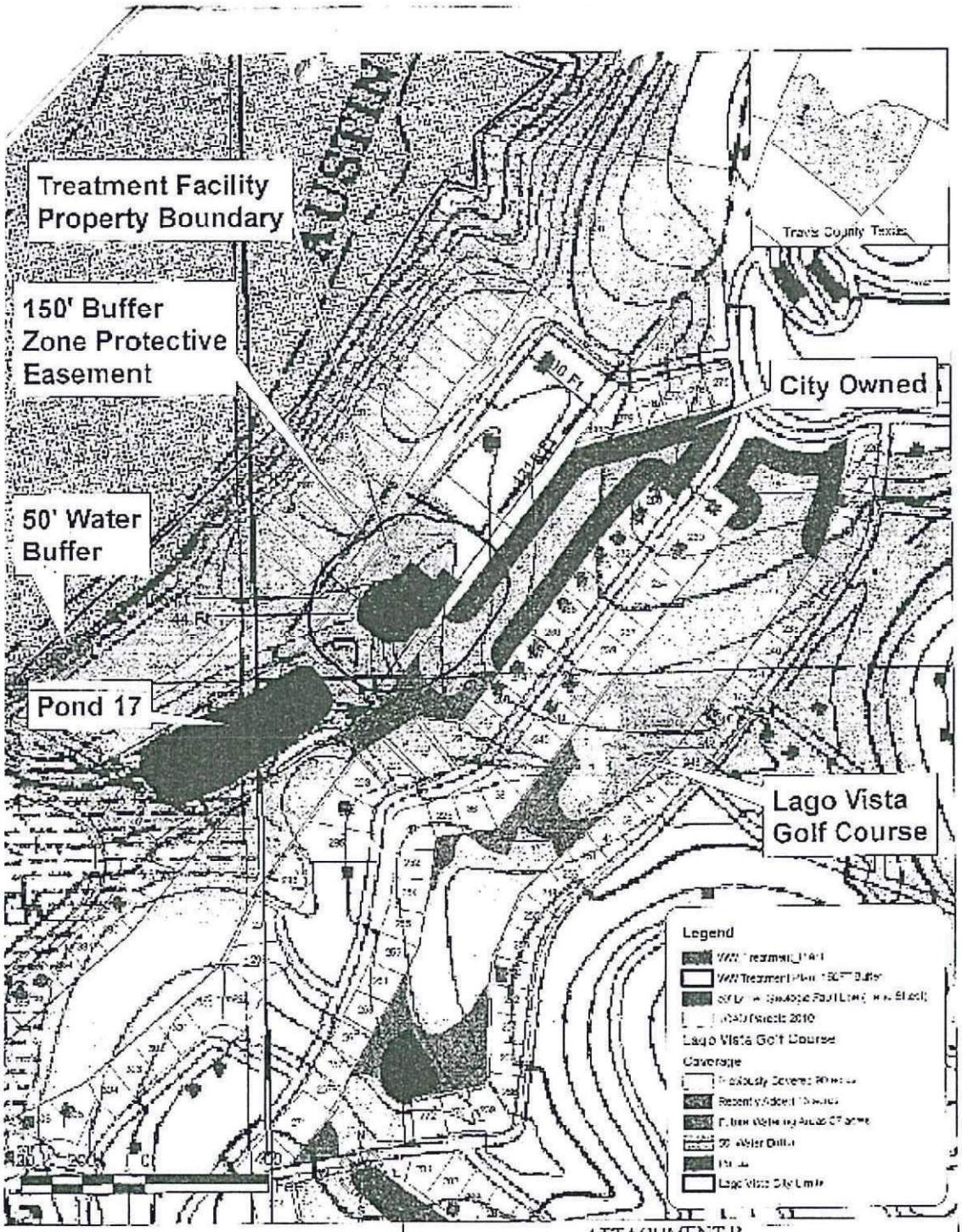
26. The permittee shall identity in the field the evergreen overtree irrigation area with permanent stakes or other visual markers.

27. The Permittee shall implement additional protective measures if data from the Springs/Seeps Monitoring Plan indicate it may be warranted.



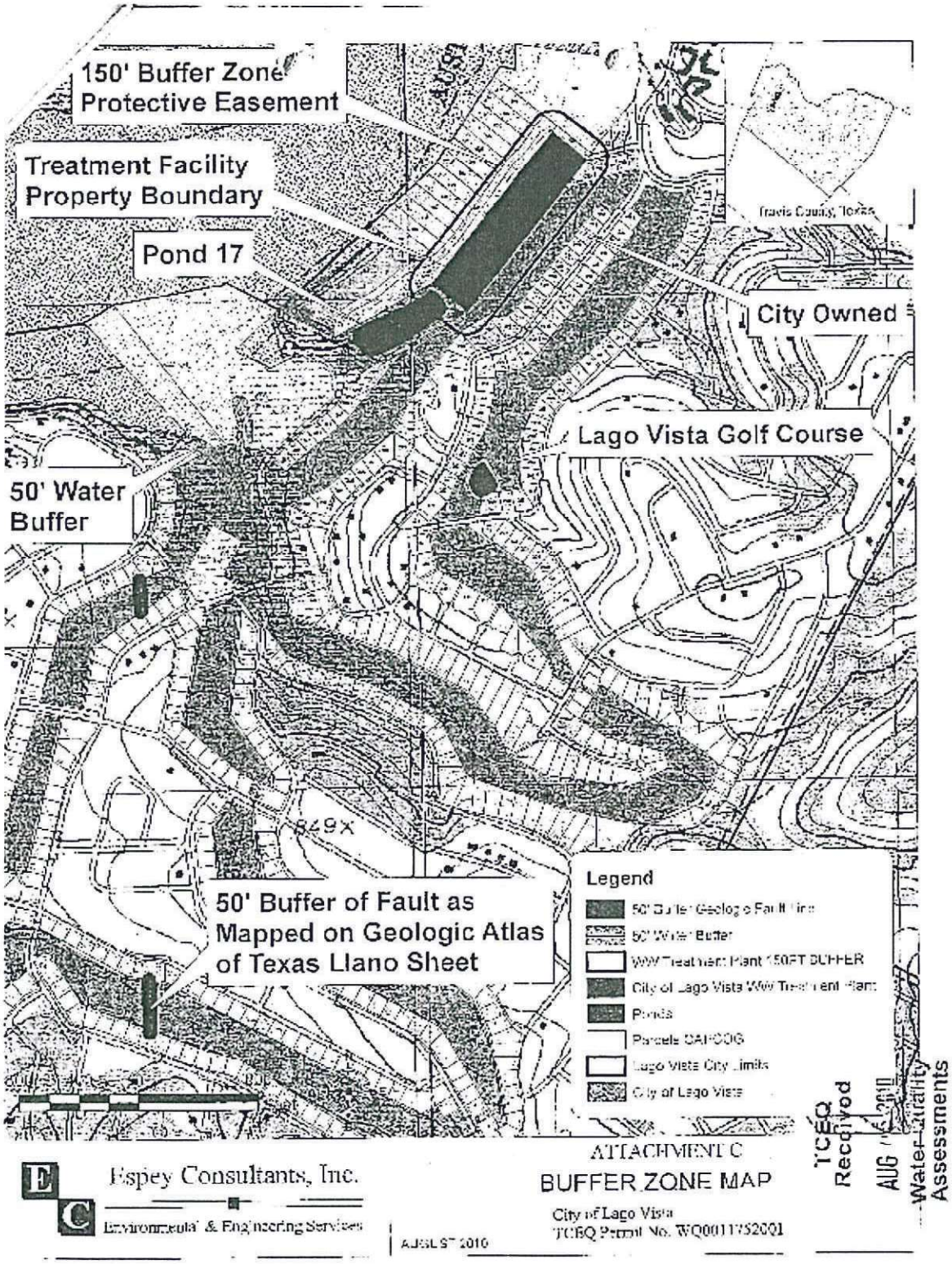
Espey Consultants, Inc.

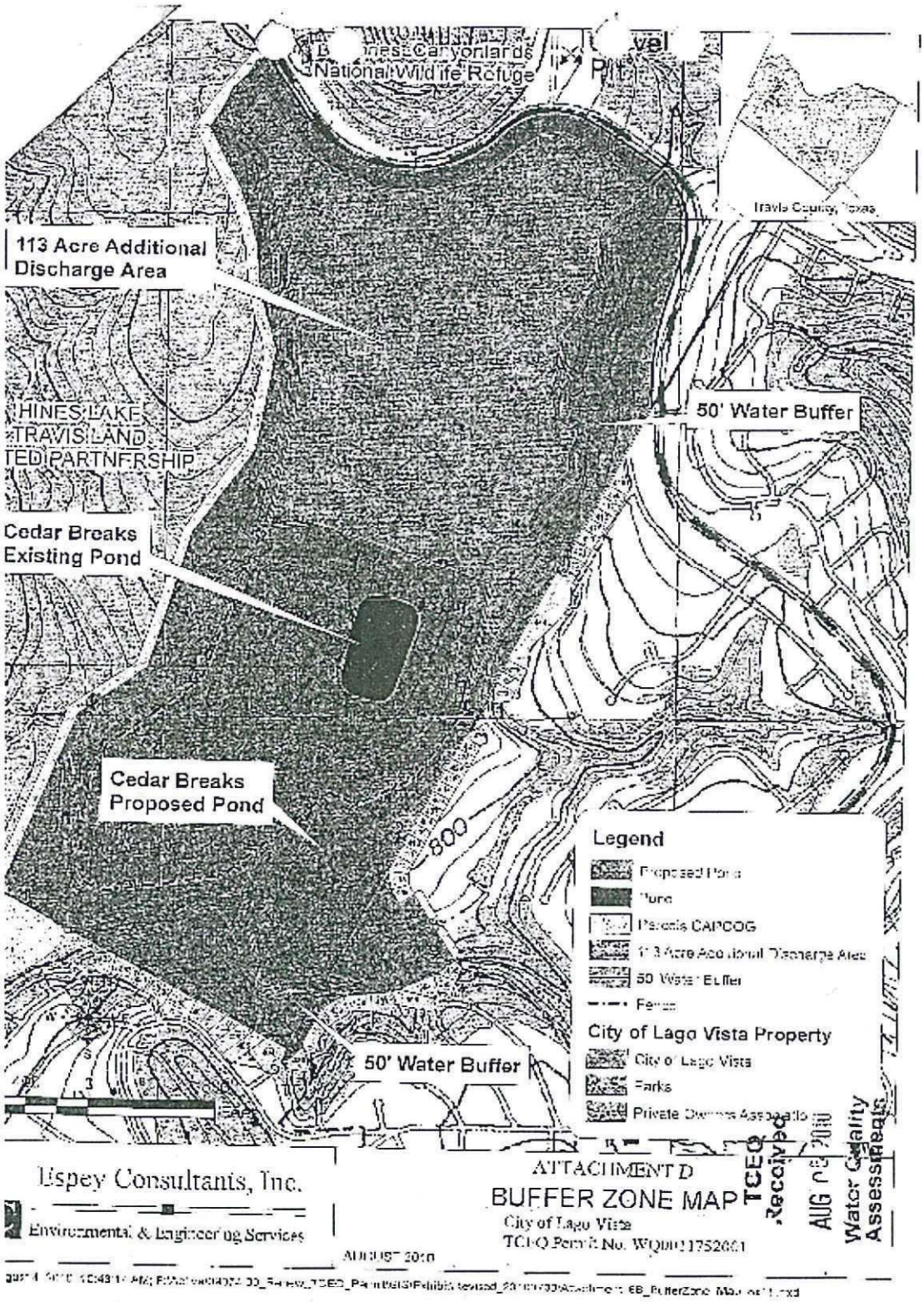
ATTACHMENT A
SITE DRAWING MAP



Espey Consultants, Inc.
Environmental & Engineering Services

ATTACHMENT B
BUFFER ZONE MAP
City of Lago Vista
TCEQ Permit No. WQ0011752001


150' Buffer Zone
Protective Easement
Treatment Facility
Property Boundary
Pond 17
City Owned
Lago Vista Golf Course
50' Water
Buffer
50' Buffer of Fault as
Mapped on Geologic Atlas
of Texas Llano Sheet
Legend
Ponds
Lago Vista City Limits
City of Lago Vista
Travis County, Texas
Espey Consultants, Inc.
Environmental & Engineering Services
AUGUST 2010
ATTACHMENT C
BUFFER ZONE MAP
City of Lago Vista
TCEQ Permit No. WQ0011752001
TCEQ
Received
AUG
Water Quality
Assessments


National Wildlife Refuge
Travis County, Texas
113 Acre Additional Discharge Area
50' Water Buffer
Cedar Breaks Existing Pond
Cedar Breaks Proposed Pond
800
Legend
Parcels CAPCOG
City of Lago Vista Property
City of Lago Vista
Parks
50' Water Buffer
Lispey Consultants, Inc.
Environmental & Engineering Services
ATTACHMENT D
BUFFER ZONE MAP
City of Lago Vista
TCEQ Permit No. WQ0011752001
AUGUST 2010
TCEQ Received
AUG 05 2010
Water Quality Assessment

AGENDA ITEM NO. 9

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 17, 2023

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discussion, consideration, and possible action on the implementation of water shortage conditions provided in Sec. 13.1105 of the Code of Ordinances and the initiation of a new drought response stage.

BACKGROUND: Article 13.1100 of the City's Code of Ordinances is specific to the City's Drought Contingency and Emergency Water Demand Management Plan. Currently, the City is in STAGE 1 of the plan that is defined as moderate water shortage conditions.

FINDINGS: With the continuation of scorching temperatures causing high water use and evaporation, LCRA is strongly encouraging additional water conservation as lake levels decline. The combined storage in lakes Buchanan and Travis was at about 953,000 acre-feet on July 24, 2023. LCRA has reported that combined storage is projected to fall below 900,000 by mid-August. When that happens, LCRA will move to Stage 2 of its drought contingency plan and will request that customers implement mandatory drought response measures with a target of reducing water use by 10-20%.

City staff recommends City Council discuss adhering to LCRA's request upon their move to Stage 2 of their drought contingency plan.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
Domestic Water Drought Contingency Plan.pdf

ARTICLE 13.1100 DOMESTIC WATER DROUGHT CONTINGENCY PLAN

Sec 13.1101 Definitions
Sec 13.1102 Declaration Of Policy, Purpose, And Intent
Sec 13.1103 Public Involvement/Public Education
Sec 13.1104 Permanent Purchased Water Use Restrictions
Sec 13.1105 Initiation, Restrictions, And Termination Of Drought Response Stages
Sec 13.1106 Wholesale Purchased Water Customers
Sec 13.1107 Enforcement
Sec 13.1108 Variances
Sec 13.1109 DCP Updates
Sec 13.1110 Notification To LCRA
Sec 13.1111 Implementation
Sec 13.1112 CoLV Purchased Water Irrigation Schedule
Sec 13.1113 Summary Of CoLV Water Demand, Supply, And Emergency Restriction Stages

State law reference–Drought contingency plans, V.T.C.A., Water Code, sec. 11.1272.

Sec 13.1101 Definitions

AF. An acre-Foot is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cum).

Aesthetic Purchased Water Use. Purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternate Water Supply. Water not distributed by the CoLV, including rainwater, reuse water, and gray water.

Automatic Irrigation. the operation of an irrigation system with no or minimum of manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.

CoLV. The City of Lago Vista is a city located in Northwest Travis County, Texas, United States.

Commercial and Institutional Purchased Water Use. Purchased water use which is integral to the operations of commercial and nonprofit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.

Conservation. Those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.

Customer. Any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.

DCP. A drought contingency plan is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

Domestic Water Use. Purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

Drip Irrigation. Is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface through a network of valves, tubes, pipes, and emitters.

Driving Range. An area where golfers can practice their golf swings.

Drought Fee. A temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.

DWDOR. The drought worse than drought of record is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.

Fairways. The area of a golf course between the teeing area and the greens.

Greens. An area of closely trimmed grass surrounding the hole.

Hand-Watering. Hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.

HLGC. The Highland Lakes Golf Course refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.

HLGC Authorized Representative. The senior manager for the HLGC, currently the CoLV city manager.

Hose-End Sprinkler. Irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.

Industrial Water Use. The use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.

In-ground Irrigation System. A system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.

LVGC. The Lago Vista Golf Course refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.

LVGC Authorized Representative. The senior manager for the LVGC, currently the CoLV city manager.

Landscape Irrigation Use. Purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.

LCRA. The Lower Colorado River Authority is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.

Nonessential Water Use. purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:

(a) Irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this plan.

(b) Use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.

(c) Use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.

(d) Use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.

(e) Flushing gutters or permitting purchased water to run or accumulate in any gutter or street;

(f) Use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.

(g) Use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.

(h) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

(i) Use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.

Owner. The HLGC and LVGC property owner listed on the Travis County Central Appraisal District's tax rolls, currently the CoLV.

Purchased Water. Raw water or potable water purchased from the CoLV.

Putting Green. An area of closely trimmed grass surrounding practice holes.

Reuse Water. Reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.

Roughs. The area between the fairway and the out-of-bounds markers, and also between a mowed apron surrounding the green and out of bounds; the grass there is cut higher and is often of a coarser strain than on the fairways, making roughs disadvantageous areas from which to hit.

TCEQ. The Texas Commission for Environmental Quality is the environmental agency for the state and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

Teeing Area. An area where a player starts the hole by striking the ball.

Water Curtailment Plan. A plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

Wholesale Purchased Water Customer. An entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1102 Declaration Of Policy, Purpose, And Intent

(a) LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit nonessential purchased water usage. The goal of any DCP is to cause a reduction in water use in response to drought or emergency conditions so that water availability can be maintained. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the emergency management program.

(b) The purpose of the municipal customers DCP is to encourage a reduction of purchased water use by the municipal customers, including golf courses, in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

(c) All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers, including HLGC and LVGC, must be consistent with the LCRA DCP. The CoLV, and all wholesale water customers of CoLV, must develop and formally adopt a revised DCP every 5 years consistent with the current CoLV municipal DCP. Further, being located within the regional water planning area of Region K, a copy of the DCP has been provided to the Region K Water Planning Group.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1103 Public Involvement/Public Education

(a) Opportunity for the public to provide input into the preparation of the DCP was provided by the city council by scheduling and providing public notice of a public meeting to accept input on the DCP. Notice of the public meeting was posted continuously in a location accessible to the public at least 72 hours prior to the public meeting. In the adoption of this DCP, the city council considered any and all comments offered from the public.

(b) The CoLV, HLGC, and LVGC:

(1) The CoLV, or owner, will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

(2) Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at city hall, bill stuffers, social media, clubhouse (where applicable), and on the entity's website.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1104 Permanent Purchased Water Use Restrictions

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

(a) Fail to repair a controllable leak including:

(1) A broken sprinkler head.

(2) A leaking valve.

(3) Leaking or broken pipes.

(4) A leaking faucet.

(b) Operate an irrigation system with:

(1) A broken sprinkler head.

(2) A sprinkler head that is out of adjustment and the arc of the spray head is over a street or parking area.

(3) A sprinkler head that is fogging or misting because of excessive water pressure.

(c) During irrigation, allow purchased water to:

(1) Run off a property and form a stream of purchased water in a street for a distance of 50 feet or greater.

(2) Pool in a street or parking lot to a depth greater than one-quarter of an inch.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1105 Initiation, Restrictions, And Termination Of Drought Response Stages

(a) Monitoring. The city manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the city council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

(1) The city council shall be responsible for the initiation and termination of the four supply triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.

(2) The city manager shall be responsible for the initiation and termination of any demand triggers or emergency triggers responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.

(b) Notification. CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at city hall, bill stuffers, e-mail and automated telephone calls, CoLV website, social media, signs posted at entry points to the service area or a combination of these methods.

(c) Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages. The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including the golf courses and parks.

(1) Normal Water Storage Conditions.

(A) Requirements for Initiation. Normal water storage conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF for 30 consecutive days.

(B) Requirements for Termination. The city council shall implement stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF for 30 consecutive days.

(C) Irrigation Restrictions. TWICE per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(D) Target Purchased Water Use Reduction. None.

(E) Purchased Water Use Response Measures. Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than TWICE per week on authorized irrigation days.

(F) Drought Fee ($/LUE per month). None.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures).

(A) Requirements for Initiation. The city council shall implement stage 1 moderate water shortage conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF for 30 consecutive days.

(B) Requirements for termination. The city council shall implement normal water storage conditions when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF for 30 consecutive days.

(C) Irrigation Restrictions. Twice per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(D) Target Purchased Water Use Reduction. Achieve a 10% reduction in total purchased water use.

(E) Purchased Water Use Reduction Response Measures. Select as any response measures, as appropriate to the municipal customers, and golf course operations, which will achieve the target reduction indicated.

(i) Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.

(ii) Limit irrigation with purchased water of all practice areas (putting and driving ranges) to no more than LCRA's recommended outdoor watering schedule.

(iii) Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.

(iv) Discontinue irrigation with purchased water of all roughs and other nonplay areas.

(v) Discontinue using purchased water for washing/rinsing of buildings, walls, structures, paved and other hard-surfaced areas including sport courts.

(vi) Discontinue aesthetic purchased water use.

(vii) Drought Fee ($/LUE per month). None.

(F) Drought Fee ($/LUE per month). None.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures).

(A) Requirements for Initiation. The city council shall implement stage 2 moderate water shortage conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF for 30 consecutive days.

(B) Requirements for termination. The city council shall implement stage 1 moderate water shortage conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF for 30 consecutive days.

(C) Irrigation Restrictions. Once per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(D) Target Purchased Water Use Reduction. Golf courses to Achieve 30% purchased water use reduction, all other cases to achieve a 20% reduction in total purchased water use.

(E) Purchased Water Use Reduction Response Measures. Select as many response measures, as appropriate to the municipal customers golf course operation, which will achieve the target reduction indicated.

(i) Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined m Section 13.1108.

(ii) Vehicle and Boat Washing. Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(iii) Pools. The city council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:

(1) Draining excess water from pool due to rain in order to lower water to maintenance level.

(2) Repairing, maintaining or replacing pool components that have become hazardous.

(3) Repair of a pool leak.

(4) Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.

(iv) Outside Water Features. The city council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This

provision includes fountains associated with aesthetic ponds and swimming pools.

(v) Ponds. Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The city manager or his designee may request specific design documentation regarding a pond and the intended purpose.

(vi) Events. Events involving the use of purchased water such as: carwashes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

(vii) Restaurants. All restaurants are encouraged to serve purchased water to their patrons only upon request.

(viii) Fire Hydrants. Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.

(ix) Recreational areas (includes parks and athletic fields). The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than twice per week schedule. A variance can be obtained if watering cannot be completed on the designated two-day schedule.

(x) Purchased Water Waste. The city council may restrict the following nonessential uses of purchased water at all times during periods in which restrictions have gone into effect:

(1) Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.

(2) Washing buildings, houses or structures with a pressure washer or garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.

(3) Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.

(4) Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

(xi) The CoLV shall discontinue water line flushing unless necessary for public health reasons.

(xii) The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.

(xiii) Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.

(xiv) Irrigation with purchased water of all roughs and other nonplay areas prohibited.

(xv) Reduce irrigation with purchased water of all practice areas (putting and driving ranges).

(xvi) Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.

(xvii) Aesthetic purchased water use prohibited.

(F) Drought Fee ($/LUE per month). Ten dollars ($10.00).

(4) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures).

(A) Requirements for Initiation. The city council shall implement stage 3 severe water shortage conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 600,000 AF for 30 consecutive days.

(B) Requirements for Termination. The city council shall implement stage 2 moderate water shortage conditions when the combined storage of Lakes Travis and Buchanan exceeds 600,000 AF for 30 consecutive days.

(C) Irrigation Restrictions. No automatic or hose-end irrigation with purchased water. All other nonessential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(D) Target Purchased Water Use Reduction. Achieve a 30% reduction in total purchased water use or in accordance with LCRA DCP.

(E) Purchased Water Use Reduction Response Measures.

(i) Irrigation of Landscaped Areas.

(1) Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited.

(2) New landscape installation is prohibited.

(ii) Vehicle and Boat Washing. Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(iii) Pools. The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. The filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

(iv) Events. Events involving the use of purchased water such as carwashes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.

(v) Recreational Areas (includes parks and athletic fields). The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(vi) All purchased water customers are required to further reduce nonessential purchased water uses.

(vii) Limit irrigation with purchased water of greens and teeing area to no more than LCRA's recommended outdoor watering schedule and to hand-watering only.

(viii) Irrigation with purchased water of landscaped turf grass and planting beds prohibited.

(ix) Irrigation with purchased water of all roughs and other nonplay areas prohibited.

(x) Limit irrigation with purchased water of all practice areas (putting and driving ranges) to once per week.

(xi) Irrigation with purchased water of all fairways prohibited.

(xii) Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.

(xiii) Aesthetic purchased water use prohibited.

(F) Drought Fee ($/LUE per month). Twenty dollars ($20.00).

(5) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures).

(A) Requirements for Initiation. The city council shall implement stage 4 severe water shortage conditions when one or a combination of such triggering criteria occurs:

(i) The LCRA board declares a drought worse than the drought of record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(ii) Upon notification from LCRA that it is declaring a DWDOR.

(B) Requirements for Termination. The city council shall implement stage 3 severe water shortage conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.

(C) Irrigation Restrictions. All irrigation with purchased water prohibited. All other nonessential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

(D) Target Purchased Water Use Reduction. Reduce purchased water use in accordance with LCRA DCP.

(E) Purchased Water Use Reduction Response Measures.

(i) Irrigation of landscaped areas is prohibited.

(ii) Vehicle and boat washing is prohibited.

(iii) Pools. The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

(iv) Events. Events involving the use of purchased water such as carwashes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.

(v) Recreational Areas (includes parks and athletic fields). Watering with purchased water is prohibited.

(vi) All purchased water customers are required to further reduce nonessential purchased water uses.

(vii) Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

(viii) Irrigation with purchased water of greens and teeing area prohibited.

(ix) Irrigation with purchased water of landscaped turf grass and planting beds prohibited.

(x) Irrigation with purchased water of all roughs and other nonplay areas prohibited.

(xi) Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.

(xii) Irrigation with purchased water of all fairways prohibited.

(xiii) Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.

(xiv) Aesthetic purchased water use prohibited.

(F) Drought Fee ($/LUE per month). Twenty dollars ($20.00).

(6) STAGE 5 Emergency Water Conservation Conditions.

(A) Requirements for Initiation. The city manager shall implement stage 5 emergency water conservation conditions when one or a combination of such triggering criteria occurs:

(i) LCRA declares a natural or man-made contamination of the water supply source.

(ii) Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency.

(iii) The CoLV declares a water demand emergency.

(iv) The CoLV declares a water plant emergency.

(v) The CoLV declares a water distribution system outage.

(B) Requirements for Termination. When the LCRA and/or city manager announce that the stage 5 emergency water conservation conditions water restrictions are no longer required.

(C) Irrigation Restrictions. All irrigation with purchased water prohibited. All other nonessential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

(D) Target Purchased Water Use Reduction. Reduce purchased water use for affected area to minimum possible purchased water use.

(E) Purchased Water Use Reduction Response Measures.

(i) Irrigation of landscaped areas is prohibited.

(ii) Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

(iii) Irrigation with purchased water of greens and teeing area prohibited.

(iv) Irrigation with purchased water of landscaped turf grass and planting beds prohibited.

(v) Irrigation with purchased water of all roughs and other nonplay areas prohibited.

(vi) Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.

(vii) Irrigation with purchased water of all fairways prohibited.

(viii) Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.

(ix) Aesthetic purchased water use prohibited.

(F) Drought Fee ($/LUE per month). TBD by the city manager.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1106 Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCP plans for their own systems in accordance with title 30 Texas Administrative Code sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(a) Normal Water Storage Conditions. The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of

consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(b) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures). The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory measures to reduce all nonessential purchased water uses.

(c) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures). The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(d) STAGE 3 Severe Water Storage Conditions. The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(e) STAGE 4 Emergency Water Conditions. The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(f) STAGE 5 Emergency Water Conditions. The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1107 Enforcement

The following enforcement provisions shall apply to all CoLV purchased water customers:

(a) No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response stage in effect at the time.

(b) Any person who violates this Article shall be subject to the following fines, penalties and/or conditions of service:

(1) Following the first documented purchased water violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations.

(2) Following the second documented purchased water violation, the violator shall:

(A) Be criminally responsible for the violation of this article, punishable by a minimum fine of $100.00 and a maximum fine not to exceed $500.00.

(B) And may be subject to a civil penalty not to exceed $1,000.00.

(3) Following the third documented purchased water violation, the violator shall:

(A) Be criminally responsible for the violation of this plan, punishable by a minimum fine of $250.00 and a maximum fine of $500.00; and

(B) May be subject to a civil penalty of not to exceed $1,000.00.

(4) Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $500.00, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of $1,000.00 must be given to the CoLV so that the same action shall not be repeated while this article is in effect. The CoLV may apply the deposit to any surcharges or penalties subsequently assessed under this article against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

(c) Each day that one or more of the provisions in this plan is violated shall constitute a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation.

(d) The city manager or his designee shall have the power to enforce the provisions of this article.

(e) The municipal court shall have the power to issue to the city manager or his designee administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this DCP.

(f) Judicial enforcement of fines and penalties issued pursuant to this article may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.

(g) Compliance with this article also may be sought through injunctive relief in state district court.

(h) Enforcement for wholesale customers:

(1) Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.

(2) In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.

(3) Penalties for wholesale purchased water customers:

(A) First documented violation: written notice of violation.

(B) Second documented violation: penalty fee of a minimum of $2,500.00 and a maximum fee of $10,000.00.

(C) Third documented violation: penalty fee of a minimum of $5,000.00 and a maximum fee of $10,000.00.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018

Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1108 Variances

(a) The city manager may grant variances:

(1) From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.

(2) Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

(b) The city manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

(1) Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.

(2) Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

(c) Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or a applicable drought response stage is in effect. The city manager or his designee will review petitions for variances. The petitions shall include the following:

(1) Name and address of the petitioner.

(2) Purpose of purchased water use.

(3) Specific provision of the DCP from which the petitioner is requesting relief.

(4) Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this DCP.

(5) Description of the relief requested.

(6) Period of time for which the variance is sought.

(7) Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.

(8) Other pertinent information.

(d) Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the city manager, or his designee:

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when this article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.

(e) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1109 DCP Updates

This article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1110 Notification To LCRA

Notification of any mandatory provisions of the municipal customers DCP shall be made to the LCRA general manager by the city manager in writing within five (5) business days of implementation.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1111 Implementation

(a) By signing this article, the CoLV authorized representative warrants and represents that:

(1) The city council has approved this plan; and

(2) The representative is authorized by the city council to implement this plan.

(b) As noted herein, the city manager shall monitor usage patterns and public education efforts and will make recommendations to the city council on any possible future conservation efforts, demand management procedures or any change to this DCP. The city manager will develop public awareness notices, bill stuffers and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times. In compliance with the laws and regulations, the city manager will also review and evaluate any needed amendments or major changes to this DCP that may be needed due to changes in the CoLV service area population, distribution system or supply.

(c) In a shortage of water not covered by the LCRA water management plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer's pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1112 CoLV Purchased Water Irrigation Schedule

(a) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures). Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than TWICE per week and only during scheduled days and times as indicated below. Hand watering allowed daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(1) Residential.

(A) Odd-numbered addresses: Wednesdays and Saturdays.

(B) Even-numbered addresses: Thursdays and Sundays.

(2) Commercial (including large landscapes such as HOA common areas). Tuesdays and Fridays.

(3) Watering Hours. Midnight to 10:00 a.m. and 7:00 p.m. to midnight.

(b) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures). Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than ONCE per week and only during scheduled days and times as indicated below. Hand watering allowed daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(1) Residential.

(A) Odd-numbered addresses: Saturdays.

(B) Even-numbered addresses: Sundays.

(2) Commercial (including large landscapes such as HOA common areas). Fridays.

(3) Watering Hours. Midnight to 10:00 a.m. and 7:00 p.m. to midnight.

(c) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures).

(1) Residential. No hose-end sprinkler or automatic irrigation. Hand-watering allowed for 6 hours daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(2) Commercial (including large landscapes such as HOA common areas). No hose-end sprinkler or automatic irrigation. Hand-watering allowed for 6 hours daily between midnight and 10:00 a.m. or between 7:00 p.m. and midnight.

(3) Watering Hours. Midnight to 10:00 a.m. and 7:00 p.m. to midnight.

(d) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)/STAGE 5 Emergency Water Conservation Conditions.

(1) Residential. All irrigation prohibited. No hand-watering allowed.

(2) Commercial (including large landscapes such as HOA common areas). All irrigation prohibited. No hand-watering allowed.

(3) Watering Hours. None.

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018

Sec 13.1113 Summary Of CoLV Water Demand, Supply, And Emergency Restriction Stages

	Trigger	Action	Purchased Water Irrigation Restriction	Goal	Drought Fee ($/LUE/Mo)	End Condition
Demand Triggers	When total daily water demand equals or exceeds	City Manager implements **Stage 4** Severe	Prohibited	Reduce purchased water use for affected area to minimum	-	City Manager ends **Stage 4**

	97% in a single day	Water Shortage Condition Restrictions		possible water usage		Severe Water Shortage Condition Restrictions when triggering events has ceased to exist for 5 consecutive days
	When total daily water demand equals or exceeds 95% for 3 consecutive days	City Manager implements **Stage 4** Severe Water Shortage Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	-	City Manager ends **Stage 4** Severe Water Shortage Condition Restrictions when triggering event has ceased to exist for 5 consecutive days
Supply Triggers	Combined lake storage>900,000 AF	-	2-Days per Week	-	-	-
	Combined lake storage falls below 900,000 AF	City Manager implements **Stage 1** Severe Water Shortage Condition Restrictions	2-Days per Week	Reduce average purchased water use by 10% (use appropriate historical baseline)	$0	**Stage 1** Moderate Water Shortage Condition Restrictions ends when combined lake storage rises above 900,000 AF for 30 days
	Combined lake storage falls below 750,000 AF	City Council implements **Stage 2** Moderate Water Shortage	1-Day per Week	Reduce average purchased average water use by 20% (use appropriate	$10	City Council ends **Stage 2** Moderate Water Shortage Condition Restrictions

		Condition Restrictions		historical baseline		when combined lake storage rises above 750,000 AF for 30 days
	Combined lake storage falls below 600,000 AF	City Council implements **Stage 3** Severe Water Shortage Condition Restrictions	No automatic or hose-end irrigation. Hand-watering allowed for 6-hrs per day	Reduce average purchased water use by 30% (use appropriate historical baseline) or in accordance LCRA DCP	$20	City Council ends **Stage 3** Severe Water Shortage Condition Restrictions when combined lake storage rises above 600,000 AF for 30 days
	LCRA declares Drought Worse than Drought of Record	City Council implements **Stage 4** Severe Water Condition Restrictions	Prohibited	Reduce purchased water use in accordance with LCRA DCP	$20	City Council ends **Stage 4** Severe Water Condition Restrictions when LCRA rescinds DWDOR restrictions
Emergency Triggers	Declared by City Manager because of a CoLV Water Plant failure, a CoLV water distribution system outage, or an LCRA water supply emergency	City Manager implements **Stage 5** Emergency Water Conservation Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	TBD	City Manager ends **Stage 5** Emergency Water Condition Restrictions once CoLV or LCRA emergency water supply event has been resolved

HISTORY
Amended by Ord. 18-06-21-06 on 6/21/2018
Amended by Ord. 18-09-06-01 on 9/6/2018