

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B
NOTICE OF MEETING

DISTRITO NÚMERO 2B PARA CONTROLAR Y MEJORAR EL AGUA DE LAKESIDE
AVISO DE REUNIÓN

TO: THE BOARD OF DIRECTORS OF LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B AND TO ALL OTHER INTERESTED PERSONS:

A: EL CONSEJO DE ADMINISTRACIÓN DEL DISTRITO NÚMERO 2B PARA CONTROLAR Y MEJORAR EL AGUA DE LAKESIDE Y A TODAS LAS OTRAS PERSONAS INTERESADAS:

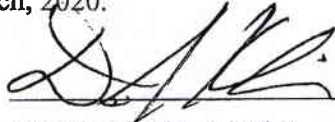
Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Lakeside Water Control and Improvement District No. 2B will hold a regular meeting, open to the public, on March 9, 2020 at 6:00 p.m., outside the boundaries of the District, at 4421 Rowe Lane, Pflugerville, Texas, for the following purposes:

Por la presente se notifica, de conformidad con el Vernon's Texas Codes Annotated, Government Code § 551, que el Consejo de Administración del Distrito Número 2B para Controlar y Mejorar el Agua de Lakeside celebrara una reunión regular, abierto al público, el 9 de marzo de 2020, a las 6:00 p.m., fuera de los límites del Distrito, en el 4421 Rowe Lane, Pflugerville, Texas, con los objetivos siguientes:

1. Call meeting to order and establish quorum;
2. Consider approval of minutes of February 10, 2020 regular meeting;
3. Receive public comment;
4. Receive report from District's Engineer;
5. Discuss, consider, and take action as necessary regarding implementation of the District's Stormwater Management Program and enforcement of same;
6. Receive report from District's Financial Advisor and consider action as necessary concerning Lakeside Water Control and Improvement District No. 2B not to exceed \$1,500,000 Unlimited Tax Refunding Bonds, Series 2020;
7. Discuss, consider, and take action as necessary concerning adoption of Order Declaring Results of Uncontested Directors Election; (Discutir, considerar y tomar medidas según sea necesario con respecto a la adopción de la Orden Declarando Resultados de Elección de Directores No Impugnados);
8. Receive recreational facilities report and take action as necessary concerning same, including but not limited to maintenance and/or improvements related to existing recreational facilities;
9. Discuss, consider, and take action on approval of the payment of invoices and Bookkeeper's report;
10. The Board will convene in executive session pursuant to the Open Meetings Act Gov't Code Ann. § 551.071 – Consultation with Attorney regarding water rights matters;
11. Discuss, consider, and take action as necessary concerning engagement of consultant regarding water rights matters;
12. Directors items for next agenda and announcements from Board members; and
13. Adjournment.

EXECUTED this the 6th day of March, 2020.

(District Seal)



Attorney for the District

2

MINUTES OF MEETING
OF
BOARD OF DIRECTORS

THE STATE OF TEXAS

COUNTY OF TRAVIS

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B

§
§
§
§
§

The Board of Directors of Lakeside Water Control and Improvement District No. 2B (“District” or “Lakeside WCID No. 2B”) met in regular session, open to the public, outside the boundaries of the District, at 4421 Rowe Lane, Pflugerville, Texas, at 6:00 p.m. on February 10, 2020. A copy of the notice of meeting along with associated certificates of posting are attached as Exhibit “A”.

The roll was called of the members of the Board of Directors, to-wit:

Marilyn Horndt	President
Eddie Garcia	Vice President
Kenneth Whittier	Secretary/Treasurer
Jim Walker	Assistant Secretary
Terry Tuttle	Assistant Secretary

All members of the Board were present, thus constituting a quorum of the Board of Directors. Except as otherwise noted, all directors present voted on all matters that came before the Board. Also in attendance were Robert Tiemann of Rowe Lane Development, Ltd.; Jeff Monzingo of Montoya & Monzingo, LLP; Keith Collins of Randall Jones Engineering, Inc.; John Barganski of Specialized Public Finance, Inc.; Bob West of West, Davis & Company; Clayton Chandler of McCall Parkhurst & Horton LLP; David Klein, Attorney and Fred Castro, Paralegal, of Lloyd Gosselink Rochelle & Townsend, P.C.; and Ben McLellan and Kyle Foreman of Lomas Land Maintenance, LLC.

Director Horndt called the meeting to order and announced that a quorum of the Board was in attendance. Next, Director Horndt stated that the Board would first consider the approval of the minutes of the January 13, 2020 regular meeting. Upon motion by Director Whittier, seconded by Director Tuttle, and unanimously carried, the minutes of the January 13, 2020 regular meeting were approved, as presented.

The next item to come before the Board was to receive public comment. There were no public comments received by the Board.

Director Horndt stated that the Board would next receive a report from the District’s Engineer. Mr. Collins provided the Board with a brief status report of utility construction within the Blackhawk subdivision.

The next item to come before the Board was to consider the approval of the audit of the District's financial records for the period ending September 30, 2019. Mr. West reviewed with the Board a copy of his audit report, noting that he was rendering an unqualified clean opinion of the District's financial records. A copy of the audit report is attached thereto as Exhibit "B". After discussion, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board approved the audit of the District's financial records for the period ending September 30, 2019, as presented.

Director Horndt stated that the Board would next consider action regarding the issuance of Lakeside Water Control and Improvement District No. 2B not to exceed \$1,500,000 Unlimited Tax Refunding Bonds, Series 2020 (the "Bonds"), including but not limited to:

- Approval of a Preliminary Official Statement;
- Consideration and action regarding a Resolution Authorizing the Issuance of Lakeside Water Control and Improvement District No. 2B Unlimited Tax Refunding Bonds, Series 2020; Authorizing Execution and Delivery of a Paying Agent/Registrar Agreement, Escrow Agreement and Bond Purchase Agreement; Establishing Procedures for Selling and Delivering the Bonds; and Containing Other Provisions Relating to the Issuance of the Bonds;
- Authorize designation of an Underwriter;
- Authorize designation of a Pricing Officers and Alternate Pricing Officer;
- Authorize payment of the Attorney General Bond Review Fee; and
- Authorize other actions necessary, appropriate or convenient regarding the issuance, sale and delivery of the Bonds.

Mr. Barganski provided the Board with an analysis on the refunding of the District's Unlimited Tax Bonds, Series 2007. A copy of Mr. Barganski's analysis is attached as Exhibit "C". Mr. Barganski informed the Board that utilizing interest rates as of February 5, 2020 produced reduced total savings to the District, net of all costs of issuance, of approximately \$7,700 per year. Mr. Barganski informed the Board that any potential savings generated by the refunding transaction would vary as interest rates fluctuate, and cautioned that total costs to the District may increase or decrease at the time of pricing.

Mr. Barganski reviewed with the Board a copy of the Preliminary Official Statement, a copy of which is attached as Exhibit "D". He noted that the preliminary value had been determined to be \$1,355,000 with a proposed repayment structure that starts in the year 2020 and runs through 2033. Mr. Barganski stated this issue will not extend the length of payback period of the District's existing debt, but will be replacing existing debt with new debt at a lower interest rate. He noted that underwriting information has been left blank and the selection of the Underwriter will be discussed and determined later this evening. Mr. Barganski continued to review with the Board the Preliminary Official Statement Summary that highlights and summarizes (i) the contents of the document, beginning with financing information, which provides information related to the District; (ii) information related to the status of development within the District, and (iii) information related to the developers within the District. Mr. Barganski reviewed with the Board additional information within the document related to the District and the District's management, and he requested that the Board review information related to each individual director to verify that names are spelled correctly and information pertaining to each director is accurate.

Next, Mr. Chandler reviewed with the Board a copy of the Resolution Authorizing the Issuance of Lakeside Water Control and Improvement District No. 2B Unlimited Tax Refunding Bonds, Series 2020; Authorizing Execution and Delivery of a Paying Agent/Registrar Agreement, Escrow Agreement and Bond Purchase Agreement; Establishing Procedures for Selling and Delivering the Bonds; and Containing Other Provisions Relating to the Issuance of the Bonds, a copy of which is attached as Exhibit "E". Mr. Chandler apologized to the Board for not providing the document in time to be included in the Board's meeting materials. Mr. Chandler noted that the Bond Resolution presented for consideration by the Board requires that a "Pricing Officer" be designated by the Board, who may act on behalf of the District in selling and delivering the bonds under specific parameters, as outlined in the Bond Resolution. Mr. Chandler noted that typically the Board President is designated as the "Pricing Officer" with the Board Secretary designated as the alternate.

Mr. Barganski explained that the refunding will be a negotiated bond sale which is a method of offering municipal bonds or similar financial instruments in which the issuing entity and a selected underwriter negotiate the terms of the issue, as opposed to having multiple underwriting groups competitively bidding on the issue to establish its terms. He stated this negotiation would be conducted understanding that certain parameters be met such as present value savings of no less than 3%, among others. After discussion, it was the consensus of the Board that the Board President be designated as the "Pricing Officer" with the Board Secretary designated as the alternate. Mr. Barganski stated that he did not yet have a buyer for the District's Refunding Bonds, but suggested that he be authorized to contact certain underwriters who have shown interest in the District's Refunding Bonds. He informed the Board that HilltopSecurities had contacted him with interest in the District's Refunding Bonds. After discussion, it was the consensus of the Board that Mr. Barganski be authorized to contact HilltopSecurities and gauge their interest in the District's Refunding Bonds.

Next, Mr. Barganski requested that the Board authorize payment of the Attorney General Bond Review Fee, which equals 1% of the Bond Issue size, which will not be known until pricing. He requested that the District's Bookkeeper be authorized to issue a check in the appropriate amount once that amount is known. Finally, Mr. Barganski noted that the last item for the Board's consideration is to authorize all other action necessary, appropriate or convenient regarding the issuance, sale and delivery of the Bonds by the District's consultants. After further discussion, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board approved the Preliminary Official Statement; the Resolution Authorizing the Issuance of Lakeside Water Control and Improvement District No. 2B Unlimited Tax Refunding Bonds, Series 2020; the Execution and Delivery of a Paying Agent/Registrar Agreement, Escrow Agreement and Bond Purchase Agreement; Establishing Procedures for Selling and Delivering the Bonds; Containing Other Provisions Relating to the Issuance of the Bonds, including the designation of Director Horndt as "Pricing Officer" and Director Whittier as the alternate; payment of the Attorney General Bond Review Fee; and other actions necessary, appropriate or convenient regarding the issuance, sale and delivery of the Bonds.

Director Horndt stated that the Board would next receive recreational facilities reports and take action concerning the same, including but not limited to, maintenance and/or improvements related to existing recreational facilities, including a proposal from Lomas for turf improvement,

nutrition, and weed control plan. Mr. Monzingo presented recreational facilities reports from the Associations operating the District's recreational facilities, copies of which are attached as Exhibit "F". Mr. Monzingo noted that the report from the Reserve at Westcreek Owners Association, Inc. (the "Reserve at Westcreek") was not provided in time to include in the meeting materials provided to the Board. Mr. Monzingo noted that the reports provided brief updates on the status of current projects and contained no requests for action by the Board. Mr. Monzingo informed the Board that the Reserve at Westcreek provided their end-of-year financials, which indicated that they ended their year with a surplus of approximately \$97,000, and that such surplus should be applied to the District's contribution to the Reserve at Westcreek for 2020.

Next, the Board recognized Mr. McLellan and Mr. Foreman, who presented their proposal for a turf improvement, nutrition and weed control plan for \$26,678 based on existing well water and soil analyses. Mr. Collins pointed out that the Park at Blackhawk and Lakeside HOA budgets \$10,800 for landscape maintenance, and that this project will result in a net increase of \$15,878. A copy of the Lomas proposal is attached as Exhibit "G". Mr. McLellan introduced Mr. Foreman, a certified arborist, licensed chemical applicator and licensed irrigator, who reported that water and soils analyses indicated that the water used for irrigation was rich in sodium creating an environment that hinders water and nutrient absorption, and water drainage. He provided maps of high profile areas within the Blackhawk development with highlighted areas that identify initial locations where they propose to implement their plan to determine whether their proposal for turf improvement, nutrition and weed control will improve current conditions. Mr. Foreman reported that a soils analysis indicated there was a high concentration of sodium constricting the soil, which restricts root growth and water and nutrient absorption. He noted that such conditions create shallow root zones, making the turf more susceptible to heat damage. Mr. Foreman noted that application of gypsum would boost nutrient levels, including magnesium and phosphorus, and lower pH levels. He noted that a healthy turf bed is the best weed control method and that was his number one priority. Mr. Foreman stated that no amount of herbicide application would produce positive results unless the turf is maintained properly. After discussion, Mr. Klein reiterated that the HOA budgets funds towards landscape maintenance of District owned property and suggested that should the Board agree to approve the Lomas proposal, it allow the HOA to administer this work under their engagement of Lomas for landscape management. After discussion, upon motion by Director Garcia, seconded by Director Whittier, and unanimously carried, the Board granted authority to the HOA to move forward with the Lomas proposal for a turf improvement, nutrition and weed control plan for \$26,678, as presented.

Director Horndt stated that the Board would next consider action concerning a cost share agreement for a greenbelt sidewalk replacement project. Mr. Klein presented this item. He reiterated that at the Board's last meeting, the Board approved a proposal submitted by Lomas for the replacement of specific sections of sidewalk within the greenbelt along the 8-acre lake that runs parallel to Harrier Flight Trail within Lakeside WCID No. 2D for \$13,328.57. He noted that the proposed agreement, a copy of which is attached as Exhibit "H", provides for the hiring and engaging of Lomas for the above-referenced greenbelt sidewalk replacement project and for the allocation of costs to the five (5) Lakeside Districts. After discussion, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board approved a cost share agreement for a greenbelt sidewalk replacement project.

Director Horndt stated that the Board would next consider action to adopt an order calling a Directors Election for May 2, 2020 and authorize publication of the notice of same, copies of which are attached as Exhibit "I". Mr. Klein reiterated that, in the event the Directors' Election is uncontested, the Board will follow the procedures for election of unopposed candidates established by the Texas Election Code and cancel its May 2, 2020 Directors Election. After discussion, upon motion by Director Tuttle, seconded by Director Garcia, and unanimously carried, the Board adopted an order calling a Directors Election for May 2, 2020 and authorized publication of the notice of same.

The next item to come before the Board was to authorize the execution of a joint election agreement with political subdivisions in Travis County and an election services agreement with Travis County. Mr. Klein noted that the District typically engages the services of Travis County to conduct its District Elections. Mr. Klein noted that by contracting with Travis County for election services, the District would also contract with all other political subdivisions in Travis County holding elections on May 2, 2020 under one joint election agreement with Travis County. Mr. Klein noted that no agreements are being provided at this time because until certain deadlines pass, Travis County is unsure of the political subdivisions who will ultimately engage the services of Travis County, and are unsure of the election polling places required. Mr. Klein stated that the Board would be authorizing the Board President to execute a joint election agreement with political subdivisions in Travis County and an election services agreement with Travis County, when available and should the need arise. After discussion, upon motion by Director Garcia, seconded by Director Whittier, and unanimously carried, the Board authorized the District's President to execute a joint election agreement with political subdivisions in Travis County and an election services agreement with Travis County as necessary.

Director Horndt stated that the Board would next consider action concerning a funding request from the HOA. Mr. Monzingo presented the HOA's request, a copy of which is attached as Exhibit "J". He noted that after further investigation, it was determined that the HOA spent \$36,928 more in District related expenditures than was budgeted. Mr. Monzingo noted that the District's share of the \$36,928 amount came to \$2,722.73. After discussion, it was the consensus of the Board that the District's portion of the HOA's funding request be approved. Mr. Monzingo noted that approval of this payment would be included in the list of invoices to be approved by the Board this evening.

Director Horndt stated that the Board would next consider the payment of invoices and Bookkeeper's report. Mr. Monzingo distributed a list of invoices, money transfers and quarterly investment report, copies of which are attached as Exhibit "L". After discussion, upon motion by Director Tuttle, seconded by Director Garcia, and unanimously carried, the Board approved the payment of invoices, money transfers and quarterly investment report, as presented.

Director Horndt stated that the Board would next receive announcements or requests for items at the Board's next meeting. Director Garcia announced that the HOA would be hosting a town hall meeting with the Travis County Sheriff's Department.

After discussion, there being no further business, and upon motion made by Director Walker, seconded by Director Whittier, and unanimously carried, the meeting was adjourned at 6:44 p.m. until further call.

PASSED, APPROVED AND ADOPTED THIS 9th day of March, 2020.

Kenneth Whittier, Secretary

(SEAL)

7

ORDER DECLARING RESULT OF UNCONTESTED DIRECTORS ELECTION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B §

The Board of Directors of Lakeside Water Control and Improvement District No. 2B met in regular session, open to the public, after due notice, at 4421 Rowe Lane, Pflugerville, Texas, an official meeting place outside the boundaries of the District, on the 9th day of March, 2020; whereupon the roll was called of the members of the Board of Directors, to wit:

Marilyn Horndt	President
Eddie Garcia	Vice President
Kenneth Whittier	Secretary/Treasurer
Jim Walker	Assistant Secretary
Terry Tuttle	Assistant Secretary

All members of the Board were present, except _____, thus constituting a quorum, and among other proceedings had by said Board of Directors was the following:

There came on to be considered the election of three (3) directors each of whom shall serve four (4) year terms which was called to be held on May 2, 2020 and the certification, attached as Exhibit "A" to this Order, submitted by the Secretary of the District that:

(1) The election order entered by the District on February 10, 2020 stated that ballots used in the election shall have printed thereon the names of all candidates for the office of director who filed applications to have their names printed on the ballot by 5:00 p.m. seventy-eight (78) days prior to the election, and blank spaces for write-in votes. The order further stated that any person interested in applying to be a candidate for the office of director may obtain an application to have his/her name printed on the ballot at the offices of the District's General Counsel, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas, 78701.

(2) February 14, 2020 at 5:00 p.m. was the deadline for a person to file an application to have his/her name printed on the ballot as a candidate for election to the office of director at the election scheduled for May 2, 2020.

(3) February 18, 2020 at 5:00 p.m. was the deadline for a person to file a declaration of write-in candidacy for election to the office of director at the election scheduled for May 2, 2020.

(4) The only people that have filed an application to have their names placed on the ballot are Marilyn Horndt, Kenneth Whittier, and Jim Walker.

(5) Three (3) positions for the office of director are scheduled to be voted on at the May 2, 2020 election and only three (3) people have filed an application to have their names placed on the ballot; therefore, only three (3) candidates' names are to be placed on the ballot representing three (3) candidates for three (3) positions available.

(6) No person has filed a declaration of write-in candidacy for the May 2, 2020 election; therefore, no candidate's name is to be placed on a list of write-in candidates for the office of director.

(7) Candidates Marilyn Horndt, Kenneth Whittier, and Jim Walker are unopposed for election to the office of director.

(8) The Board desires to cancel the May 2, 2020 election and authorize the posting of an Order of Cancellation, see Exhibit "B", at each polling place that would have been used in the election.

IT IS THEREFORE, FOUND AND DECLARED AND SO ORDERED by the Board of Directors of Lakeside Water Control and Improvement District No. 2B that the above Directors Election was duly called; that the Secretary of the District has duly certified in writing that Marilyn Horndt, Kenneth Whittier, and Jim Walker are unopposed for election to the office of director in accordance with law; that Marilyn Horndt, Kenneth Whittier, and Jim Walker are declared elected to serve a four-year term on the Board of Directors of said District, subject to taking their oaths, executing and filing their bonds as required by law; the election called for May 2, 2020 will not be held, and a copy of an Order declaring the candidates elected, provided as Exhibit "B", shall be posted in English and Spanish within the appropriate polling places established by Travis County on May 2, 2020.

It is further found and determined that notice of the date, place and subject of this meeting was posted in accordance with the terms and provisions of V.T.C.A., Government Code § 551 at least 72 hours preceding the scheduled time of this meeting and that the terms and provisions of said V.T.C.A., Government Code § 551 have been complied with.

The above order being read, it was moved and seconded that same do pass. Thereupon the question being called for, the following members of the Board voted

AYE: Directors _____, _____, _____, _____, and _____.

NAYE: None

PASSED, APPROVED AND ADOPTED this the 9th day of March, 2020.

ATTEST

Kenneth Whittier, Secretary

Marilyn Horndt, President

(DISTRICT SEAL)

Exhibit A

THE STATE OF TEXAS

COUNTY OF TRAVIS

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B

§
§
§
§
§

I, the undersigned Secretary of the Board of Directors of Lakeside Water Control and Improvement District No. 2B, certify the following with regard to the election for the office of director, which was called to be held on May 2, 2020:

- (1) The election order entered by the District on February 10, 2020 stated that ballots used in the election shall have printed thereon the names of all candidates for the office of director who filed applications to have their names printed on the ballot by 5:00 p.m. seventy-eight (78) days prior to the election, and blank spaces for write-in votes. The order further stated that any person interested in applying to be a candidate for the office of director may obtain an application to have his/her name printed on the ballot at the offices of the District's General Counsel, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas, 78701.
- (2) February 14, 2020 at 5:00 p.m. was the deadline for a person to file an application to have his/her name printed on the ballot as a candidate for election to the office of director at the election scheduled for May 2, 2020.
- (3) February 18, 2020 at 5:00 p.m. was the deadline for a person to file a declaration of write-in candidacy for election to the office of director at the election scheduled for May 2, 2020.
- (4) The only people that have filed an application to have their names placed on the ballot are Marilyn Horndt, Kenneth Whittier, and Jim Walker.
- (5) Three (3) positions for the office of director are scheduled to be voted on at the May 2, 2020 election and only three (3) people have filed an application to have their names placed on the ballot; therefore, only three (3) candidates' names are to be placed on the ballot.
- (6) No person has filed a declaration of write-in candidacy for the May 2, 2020 election; therefore, no candidate's name is to be placed on a list of write-in candidates for the office of director.

- (7) Candidates Marilyn Horndt, Kenneth Whittier, and Jim Walker are unopposed for election to the office of director.

WITNESS MY HAND AND OFFICIAL SEAL OF THE DISTRICT, this 9th day of March, 2020.

By: _____
Kenneth Whittier, Secretary
Board of Directors of Lakeside
Water Control and Improvement District No. 2B

(DISTRICT SEAL)

Exhibit B

ORDER OF CANCELLATION OF DIRECTORS ELECTION FOR
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B OF
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF TRAVIS §
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B §

The Board of Directors of Lakeside Water Control and Improvement District No. 2B hereby cancels the Directors election scheduled to be held on May 2, 2020, in accordance with Section 2.053(a) of the Texas Election Code.

The following candidates have been certified as unopposed and is hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
Marilyn Horndt	Director
Kenneth Whittier	Director
Jim Walker	Director

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

Dated this 9th day of March, 2020.

Marilyn Horndt, President

Kenneth Whittier, Secretary

ORDEN DE CANCELACIÓN DE ELECCIÓN DE DIRECTORES PARA DEL DISTRITO NÚM. 2B
PARA CONTROLAR Y MEJORAR EL AGUA DE LAKESIDE

ESTADO DE TEXAS §
CONDADO DE TRAVIS §
DISTRITO NÚM. 2B PARA CONTROLAR Y MEJORAR EL AGUA DE LAKESIDE §

La Junta directiva del Distrito Núm. 2B para Controlar y Mejorar el Aqua de Lakeside se cancela la elección de Directores que, de lo contrario, se hubiera celebrado el 2 de mayo 2020 de conformidad, con la Sección 2.053(a) del Código de Elección de Texas.

Los candidatos siguientes han sido certificados como candidatos únicos y es por este medio elegidos como sigue:

<u>Candidato</u>	<u>Cargo al que presenta candidatura</u>
Marilyn Horndt	Director
Kenneth Whittier	Director
Jim Walker	Director

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Fecha el 9 de marzo, 2020.

Marilyn Hordnt, Presidente

Kenneth Whittier, Secretario

8

RECREATIONAL FACILITIES REPORT
FOR PARK AT BLACKHAWK RECREATIONAL FACILITIES

February 4, 2020

- I. **BUDGETED MAINTENANCE AND REPAIR PROJECTS IN REMAINDER OF DISTRICTS' FISCAL YEAR (AND ESTIMATED COSTS)**

- II. **OTHER ISSUES FOR DISTRICTS' ATTENTION AND/OR APPROVAL (CONDITIONS OF BUILDINGS, EQUIPMENT, IRRIGATION SYSTEM, BUDGET VARIANCES, OUTCOME OF BIDDING OF WORK, ETC.)**

- III. **UNBUDGETED ITEMS THAT NEEDED ATTENTION/WORK COMPLETION**
 - a) We are waiting on a quote to replace the two ballfield doors. These doors are original to the building. I have advised our vendor to please get a solid quote as soon as possible so we can get this project started and finished UPDATE: 3/04/2020 Project is complete.
 - b) Harrier Flight docks- I am currently getting quotes to repair/replace the docks at harrier flight. We will have pricing on next month's report but wanted to make you aware this is something we are looking at. UPDATE 3/04/2020: Project is Complete.
 - c) Water Fountain Replacement- I have attached a quote to replace the water fountain at the playground located at the Amenity Center. The one we currently have has continued to have issues. I am suggesting we upgrade to a fountain that is ADA compliant, as well as offers a dog bowl at the bottom for residents who walk their dogs on the trails. We have had an influx of residents bringing their dogs in the facility during UPDATE: 3/04/2020 Project pending completion.

**Recreational Facilities Report for Reserve at Westcreek
Reporting Period January 1-31, 2020**

1. List maintenance and repair projects identified or started during the reporting period, current status, costs, and budget

- 1.
- 2.
- 3.
- 4.
- 5.

2. Planned maintenance and repair projects in remainder of RWC fiscal year, estimated costs and budget

The clubhouse floors are in need of repair and refurbishing. We have discussed this the past couple Allstate and Capital were both extremely professional and have great references.

3. Other issues for Districts' attention and/or approval (conditions of buildings, equipment, irrigation system, budget variances, outcome of bidding work, etc.)

1. New Landscape company Urban Dirt starting January 1, 2020. We now have a fully executed contract.
2. The City of Pflugerville is continuing to fill in the eroded areas on the south side of Weiss Ln near the
3. The greenbelt no trespassing signs are being installed 3/6/2020
- 4.
- 5.

Budget trending/issues identified for January 2020 (see detail on "WCID" tab):

No budget issues in January. Expenses are 1% of total budget with 8% of the budget year elapsed (Calendar Year Budget Cycle). Only one line item has exceeded the 25% trend (discussed below) but overall the budget spending is being managed closely and overspending in other line items will be offset by savings in others.

GL 6040

Upcoming Projects:

1. The resurfacing of the basketball court will begin within the next few weeks depending upon the
- 2.



PRELIMINARY PROPOSAL

February 25, 2020

Submitted to:
Delmy Ramon
Reserve at Westcreek
(512)252-7300

Delmy.ramon@associa.us

Submitted by:
AllStar Concrete Coatings
1700 Bryant Dr., Suite 208
Round Rock, TX 78644
Office 512 740-2234
Fax 512 351-9703

PROJECT SPECIFICATIONS

Reserve at WestCreek—Pflugerville, TX

Grind to remove existing stain and sealer and polish from 50 grit to 120 grit. Area will then be densified and polished to 1500 grit sheen with application of densifier and polish guard followed by high speed burnishing.

CONCRETE GRINDING

- Grind with 50 grit metal bond diamonds to remove glue

CONCRETE POLISHING

- Polish with 100 grit resin bond diamonds
- Polish with 200 grit resin bond diamonds
- Polish with 400 grit resin bond diamonds
- Polish with 800 grit resin bond diamonds
- Polish with 1500 grit resin bond diamonds

SEALING

- Application of lithium based densifier and hardener
- Application of polish guard
- Application of sealer and non-slip additive on exterior areas.

BURNISHING

- Burnish area with heat pad

GENERATOR RENTAL

- 35kw-45kw Generator weekly rental rate

LINE ITEMS

Interior Stained Area

Clean and re-application of stain and sealer on 5,025 sq. ft. @ \$ 3.50 per = \$ 17,587.50

Powerwash and reseal front and rear entrance areas. @ \$ 750.00

Generator Rental (460/3ph) weekly rate includes fuel = \$800.00

Material Fee = \$ 1,450.97 (waived if tax exempt or tax certificate provided)

Total = \$ 20,588.47

Administrative Costs = \$ 150.00

Travel Fee = \$0.00

Total = \$ 20,738.47

PAYMENT TERMS:

All residential & remodels require 50% deposit **PRIOR TO SCHEDULING** a start date. For larger jobs, draws will be billed based upon percentage complete. Final payment is due day of completion.

POLISHED CONCRETE

Due to the inconsistent nature and all the variables associated with producing and placing concrete. ACC does not guarantee the amount of aggregate to be exposed or that will not be exposed during the grinding and polishing process. Each concrete slab/mixture is different and will not produce the same results. Interior applications will be done dry and there **WILL BE** dust exposure. The customer acknowledges that a professional cleaning company is suggested to be used after the application process at the expense of the customer. This IS **NOT** covered in the contract unless otherwise stated.

STAINED CONCRETE

The coloring agents used in the concrete staining process are not paint products. Our products are translucent acid/water-based stains which cause a chemical reaction/dyeing process to produce the color. Surface imperfections and inconsistencies are not covered up as they would be with paints. AllStar Concrete Coatings will not be held responsible for materials previously on the concrete to include substances dropped by other building trades, unnatural trowel marks or natural occurrences such as animal marks, tree droppings etc. All efforts will be exhausted to remove such materials prior to staining. The chemical makeup or troweling method may also affect

the stain color and marbling effects, sometimes prohibiting the stain to react and create the desired color. Finished concrete can have many variations of color from white to very dark gray. The color of the raw concrete will affect the final color of the stain. For instance, a dark gray concrete floor will be dark regardless of the color of stain used. Although we will make every effort to give our customers as close to the color desired, we cannot guarantee that there will not be multiple variations of that color. Depending on your expectations, some of the effects that reactive stains create may be construed as defects. Color variation will occur in the concrete due to the particular set of chemical properties of each slab, even in a slab that appears consistent in color. Expect to get different reactions from one surface to another and even within the borders of the same slab. Some characteristics are:

- Is translucent, not solid in color
- Will not cover stained, sealed or painted surfaces
- Will give different color variations on different batches of concrete
- We do not create exact colors from previously stained concrete projects
- May show concrete defects and blemishes through the stain
- May show areas of discoloration through the stain
- Will not change surface texture of the concrete

The marbling and variations in color and occasional surface irregularities enhance the natural appearance of the finished surface, and are the reason concrete staining is such a popular and unique flooring option.

Please note the following:

- Customer to remove all obstructions from slab prior to job start
- We are certified installers of all products included in this proposal
- Supervisor will be onsite at all times (OSHA-30 Hour & 10 Hour Card Holder(s))
- Taxes Included on materials.

- ****The above quote is based upon the following assumptions:***
 - The concrete has had 9-28 days of curing time (new construction).
 - Job will require one mobilization with continual daily access to the floor
 - Floor is clear of all equipment and materials (Uninterrupted Access)
 - Limited Walls/Partitions to none in work area
 - Customer provides 110v-120v 20 AMP and 220v-240v single phase 50 AMP power access
 - 380- 480v 3PH power, We can provide pig tails for on-site Electrician
 - Men and Woman facility access (Restrooms)
 - Use of a operating Elevator, crane, and/or SkyTrac fork lift to raise equipment to upper floors (Requires opening in wall)

ADDITIONAL NOTES:

Customer must provide:

1. 110-120 Volt (v) Power Source
2. Water access on-site
3. Floor space must be free and clear of all machinery, building supplies, retail items, etc. that would cause unnecessary difficulty to us in completing this job.
4. Floor must be clean prior to AllStar arriving.
5. Access to a dumpster for disposal of process related waste (Dry or Wet).

6. A customer representative will be available by phone for project related questions and final walkthrough and approval prior to AllStar leaving the job site.
7. A fully executed contract signed by both parties or purchase order prior to the job's start date.
8. 380-480v 3Phase Power
9. Use of a Operable Elevator, Fork Lift, or Crane if necessary

AllStar will provide:

1. MSDS Sheets for any materials/equipment used.
2. A safe and professional working environment.
3. Final clean-up after work is complete leaving condition.

WARRANTY

AllStar Concrete Coatings agrees to repair any defects in the floor coating system for a period of 12 months (from the effective date of installation) caused by improper substrate preparation and workmanship in the installation. Customer agrees to notify AllStar Concrete Coatings of the need for any repairs covered by this warranty promptly upon discovery of same. AllStar Concrete Coatings shall commence such repairs within a reasonable period of time provided the customer has removed at customer's cost all obstructions and equipment installed which would hinder or interfere with repairs being made. AllStar Concrete Coating's responsibility and obligation to repair any defects in the job shall become enforceable only if the customer has made full payment for the job. AllStar Concrete Coatings does not warranty floor coating systems from damage/delamination due to the following circumstances:

- Hydrostatic pressure caused by moisture migrating to the surface of the concrete slab.
- Sub-surface contamination by oil or other contaminants that may migrate to the top of the concrete slab.
- Re-cracking of slab and overlay due to shift in the foundation or excess moisture migration.
- Surface imperfections, cracks, flaking, delaminating of the sealer itself, or variations in the finish as a result of spalling on the concrete surface due to freeze/thaw cycles or insufficient water/cement mix ratio from the initial pour of the slab.
- Deficient concrete, which may separate from the concrete slab.
- Damage caused by deficiencies in the facility such as roof or wall leaks or faulty plumbing.
- Or defects caused by accidents, acts of nature(such as flooding, earthquakes, fire, etc..), inadequate or faulty structural design, structural defects, contaminants/spills/damage from other trades, building alterations, cracks or ruptures in the structural base, spills, pet urine, lack of maintenance, or scratches or marring from furniture/equipment relocation.

AllStar Concrete Coatings does not guarantee any patches or touch ups will match existing color or patterns perfectly. Each piece of concrete is different and will create its own unique finish.

AllStar Concrete Coating's responsibility and obligation or repair shall become null and void if anyone not expressly authorized by AllStar Concrete Coatings performs any of the covered repairs during the period of this warranty.



Project Total = \$ 29,843.81

Our team is TWIC certified, OSHA certified, and First AID certified

Should any additional licenses, PPE equipment, testing, safety needs, etc. be required for this job that is not included in this bid, cost will be submitted via "Change Order #1" immediately upon disclosure of needs.

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days of the work being completed outlined in this contract.

Signature _____ Date: _____

Signature _____ Date: _____

THE FOLLOWING PROPOSAL IS SUBMITTED BY:

Signature _____ Date: _____



AllStar Concrete Coatings Project Personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone</u>
On-Site Superintendent	Jason Duke	512-779-1948
On-Site Foreman	Beau Angel	737-228-0513
Project Manager	JasonDuke (estimating@allccs.com)	707-319-9845
1 st Aid / CPR / AED	Beau Angel	737-228-0513
On Site Safety Rep	Beau Angel	737-228-0513
Project Billing	Laryn Cantu (laryn@allccs.com)	512-740-2234
Accounting	Laryn Cantu (laryn@allccs.com)	512-740-2234

AllStar Concrete Coatings Address / Telephone Numbers:

Corporate Office: 1700 Bryant Dr. # 208
Round Rock, Tx 78664
512-740-2234 (O)
512-351-9703 (F)

Unless otherwise directed, all correspondence must be directed to the attention of the appropriate person listed above using the appropriate email address listed above.



References

Endeavor Group Building 6th St – Austin, TX

General Contractor: DCA Construction

Contact: Ravi Menon

Scope: New Construction, 125,000 SF, application of interior concrete sealer and polished concrete

UPS Distribution – Round Rock, TX

General Contractor: KBD Group

Contact: Steve Morris, smorris@kbd.group

Scope: New Construction, 200,000 SF, application of wall coating on all exterior walls

CubeSmart Baton Rouge, LA

General Contractor: RoseHill Construction

Contact: Mike Klingston

Scope: New Construction, 40,000 SF, grind to remove ¼" spalling surface from failing concrete

Ferrari Austin

General Contractor: Joeris General Contractor

Contact: Logan Davenport, (512) 920-0338

Scope: New Construction, 18,000 SF, grind to remove broom finish and seal parking garage

DOW Chemical-Plaquemine

Contact: Marcus Melancon, 225-353-8452

Scope: New construction, Blast Proof control building- 40,000 SF epoxy fill, grind and diamond polish to 1500 grit

Artco Bell – Temple, TX

Contact: David Martinez, 254-778-1811

Scope: Remodel, 12,600 SF and counting, grind and diamond polish to 1500 grit

Thermon Manufacturing Company – San Marcos, TX

General Contractor: Bailey-Elliott Construction

Contact: Keith Pool, 512-327-3951

Scope: Bldg. #6 – Remodel, 24,000 SF, Grind and diamond polish to 1500 grit

Bldg. #11 – Remodel, 22,000 SF, Grind and diamond polish to 1500 grit

Bldg. #16 – New construction, 40,000 SF, Densify and burnish

Admin. Bldg. – New construction, 55,000 SF, Diamond polish to 1500 grit

Sure Point - Shavano Self Storage – San Antonio, TX

General Contractor: Select Building Systems, Inc.

Contact: Larry Watts, 830-981-5936

Scope: New construction, 25,700 SF, Diamond polish corridors and office to 800 grit

Alcove Storage - San Marcos, TX

General Contractor: Select Building Systems, Inc.

Contact: Larry Watts, 830-981-5936

Scope: New construction, 13,700 SF, Diamond polish corridors and office to 800 grit

STOR Cedar Park Self Storage – Cedar Park, TX

General Contractor: Select Building Systems, Inc.

Contact: Larry Watts, 830-981-5936

Scope: New Construction, 75,500 SF, Densify and burnish, 800 SF Grind and diamond polish to 1500 grit

Bulverde Storage – San Antonio, TX

General Contractor: Select Building Systems, Inc.

Contact: Larry Watts, 830-981-5936

Scope: New construction, 26,000 SF, Diamond polish corridors and office to 800 grit

McAllen Storage – McAllen, TX

General Contractor: Select Building Systems, Inc.

Contact: Larry Watts, 830-981-5936

Scope: New Construction, 13,000 SF Seal corridors, Stain and seal office

3M – Austin, TX

General Contractor: Craftcorps, Inc.

Contact: Richard Travis

Scope: Remodel, 18,300 SF 3/8" epoxy removal with grind and diamond polish 400 grit

Odessa High School – Odessa, TX

General Contractor: Lee Lewis Construction

Contact: Branden Mitchell, 806-797-8400

Scope: Science Building and Locker Rooms – New construction, 38,000 SF, exposed aggregate grind and diamond polish to 1500 grit

Art Building – New construction, 30,000 SF, exposed aggregate grind and diamond polish to 1500

Soccer Zone - Cedar Park, TX

General Contractor: Texas Paradigm Builders

Contact: Ron Porch, 512-996-9978

Scope: New construction, 8,200 SF Clean, stain and seal

Gattitown – Taylor, TX

General Contractor: MRI Builders

Contact: Richard Hulse, 512-429-1421

Scope: New Construction, 10,500 SF Grind, stain and diamond polish

Oviedo Dodge – La Grange, TX

Contact: Johnny Oviedo, 979-242-5981

Scope: New Construction, 28,000 SF Grind, stain and diamond polish

Weikel's Bakery – La Grange, TX

Contact: Philip Weikel, 979-968-9413

Scope: Remodel, 5,500 SF Grind, stain and diamond polish

City Base Cinema – San Antonio, TX

Scope: New Construction, 8,000 SF Grind, stain and diamond polish

JcPenny – San Antonio, TX

General Contractor: ASA Carlton

Scope: Remodel, Remove tile, grind, stain and diamond polish

Monument Café – Georgetown, TX

General Contractor: Lakeview Construction

Scope: New construction, Grind and diamond polish

Univar - Elmedorf, Tx

General Contractor: Zapalac Reed

Scope: New Construction, 42,000 SF of Ashford application and burnishing

Dream Machines – Austin, Tx

General Contractor: Flintco

Scope: Grind to flatten floor as prep for Indian Motorcycles approved flooring

Big Spring Family Aquatic Center – Big Spring, Tx

General Contractor: Journeyman Construction

Scope: Grind to remove failed coating

KVUE Studio- Austin

Contact: Richard Grinstead, 512-459-2033

Scope: Remodel, 2,500 SF, removal of ¼" epoxy slurry coating, grind and polish with color to 1500 grit

Venture Drilling

General Contractor: Jimmy Jacobs Construction

Contact: Jerrod Worsham, 512-271-3908

Scope: New Construction, 11,000 SF, clean and application of densifier



AllStar Concrete Coatings 1700 Bryant Dr. #208 Round Rock, TX 78664
Phone (512) 740-2234 Fax (512) 351-9703 email: estimating@allccs.com



Proposal & Contract

937 Reinli Street, Suite 3
Austin, TX 78751

Phone: (512) 945-0478

Table with contractor and job site information including contact names, addresses, phone numbers, and email addresses.

We hereby submit specifications and estimates for application of concrete coating at the above address. Price includes preparation of concrete, application and clean up on completion of specified area. Approximate working time 10 to 14 clear dry days.

SCOPE OF WORK: INTERIOR FLOORS (approx 5,532 sqft)

OPTION #1: RE-STAIN & RE-SEAL (Note: Option #1 will not fill in cracks or score lines.)

- Strip floor of all wax.
Sand screen floor with orbital sander.
Vacuum, mop and prep for color.
Tape, paper, and mask off walls and surrounding areas.
Apply acetone dye stain similar to existing color.
Apply commercial grade solvent based sealer.

TOTAL PRICE OPTION #1: \$19,362.00

OPTION #2: OVERLAY & STAIN (Note: Option #2 will fill in all cracks and score lines)

**See attached Reference Pics

- Grind and/or shotblast floor to remove existing sealer/stain and mechanically profile concrete.
Clean floors with HEPA concrete vacuums.
Trowel on 1st coat (COARSE) polymer modified cement bond/base coat. Allow to cure.
Trowel on 2nd coat (SMOOTH) polymer modified overlay.
Sand/polish and prep for color.
Tape, paper, and mask off walls and surrounding areas.
Apply stain (customer to approve custom sample before work begins). Allow to dry.
Apply commercial grade solvent based sealer. Allow to cure.
Clean up.

TOTAL PRICE OPTION #2: \$38,724.00

OPTION #3: METALLIC EPOXY FINISH (Note: Option #3 will fill in all cracks and score lines)

**See attached Reference Pics

- Grind and/or shotblast floor to remove existing sealer/stain and mechanically profile concrete.
Clean floors with HEPA concrete vacuums.
Apply flex-base epoxy and fill in cracks and all score lines. Allow to dry.
Sand floor and ensure smooth profile.
Apply epoxy primer. Allow to dry.
Apply metallic epoxy finish (customer to approve custom sample before work begins). Allow to dry.
Sand floor and prep for sealer.
Apply urethane top coat / sealer. Allow to cure.
Clean up.

TOTAL PRICE OPTION #3: \$47,022.00

Approximate Sq Ft.: 5,532
Color Selection: Customer's Choice - to approve sample
Pattern: n/a
Concrete: *OLD or NEW*

Total Price: Customer's Choice of Options
Payment #1: 25% down - to secure spot on schedule board / order materials
Payment #2: 50% due once work has started
Payment #3: 25% due upon completion

Payment to be made per above schedule. Capital Concrete Coatings has the right to stop work and keep the job idle if payments are not made when due.

Capital Concrete Coatings Liability and Warranty: Capital Concrete Coatings is responsible for completion of work in compliance with contract and for quality of material and workmanship in accordance with standard specifications. Due to the inherent movement in concrete, soil, and wooden structures and the possible lack of structural integrity of these substrates, no guarantee, either expressed or implied is granted concerning cracks in the coating material. Capital Concrete Coatings is not liable for any drainage improvements or surface run off caused by inadequate drainage. Capital Concrete Coatings is not responsible for delays or damages due to strikes, fire, accident, weather, soil or sub-soil conditions or other causes beyond Capital Concrete Coating's reasonable control. Any unforeseen conditions causing additional expenses that are not reasonably discoverable through visual inspection by Capital Concrete Coatings are not included as part of this agreement and will be charged as additional expenses over and above the terms of this Agreement. No other work will be performed without prior written authorization by buyer.

Capital Concrete Coatings recommends removing existing coating(s). If existing coatings are not removed, then there is no guarantee on the area (we cannot guarantee the quality of products previously applied). Contingent upon receipt of full and final payment, Capital Concrete Coatings hereby grants the owner a two (2) year guarantee against defective materials and workmanship (i.e., Bond failure).

Owner agrees to furnish all water and electricity necessary for installation of coating material and agrees to remove or protect all personal property on area to be resurfaced and/or worked on. Capital Concrete Coatings shall not be held responsible for removal or replacement of damage to said items. Additionally, it is owner's responsibility to protect working area from water damage from sprinklers, pets, children, servicemen, etc. during the application process. In the event Capital Concrete Coatings shall employ an attorney or bring suit to enforce any of the terms or conditions of this agreement, in addition to this claim, Capital Concrete Coatings shall be entitled to reasonable attorney fees and expenses of litigation. All delinquent accounts shall bear interest at 1.5% per month. This document contains the entire agreement of the parties and its execution binds all parties signing it, jointly and severally, as well as their respective heirs, representatives, successors and assigns. This contract is non-transferable. The undersigned acknowledges receipt of a copy of this contract. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal Date: 02.26.20

Customer Acceptance of Contract: _____ Date: _____

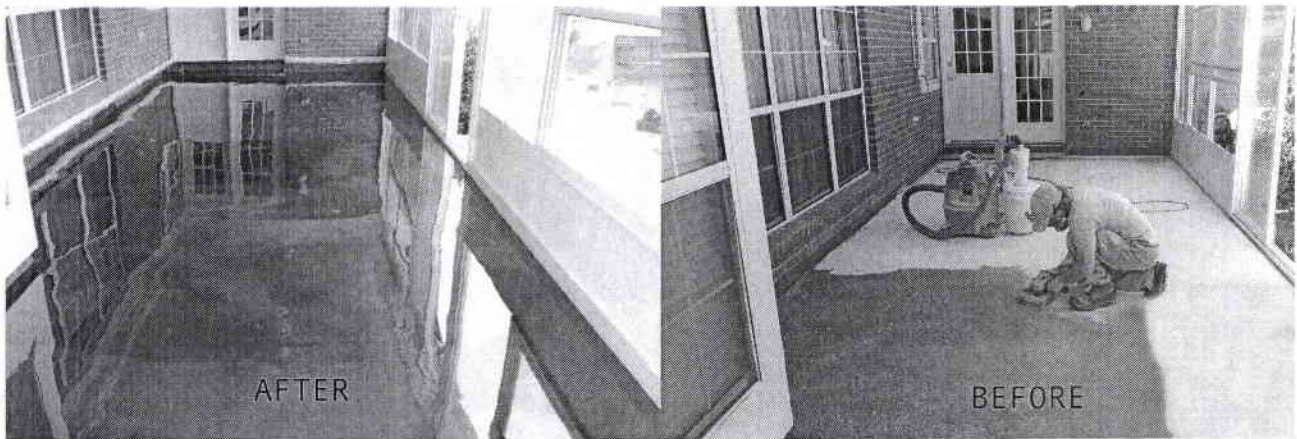
Capital Concrete Coatings Representative: John Bryant Date: 02.26.20

- * This proposal may be withdrawn by Capital Concrete Coatings if not accepted within 30 days of the Proposal Date.
- * The buyer may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction by contacting Capital Concrete Coatings

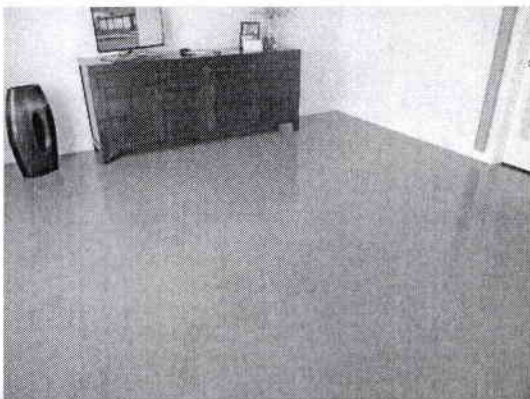
REFERENCE PICTURES FOR RESERVE AT WESTCREEK



METALLIC EPOXY FLOOR (Color - Chocolate & Copper Kettle)



METALLIC EPOXY FLOOR (Color - Cranberry & Chocolate)



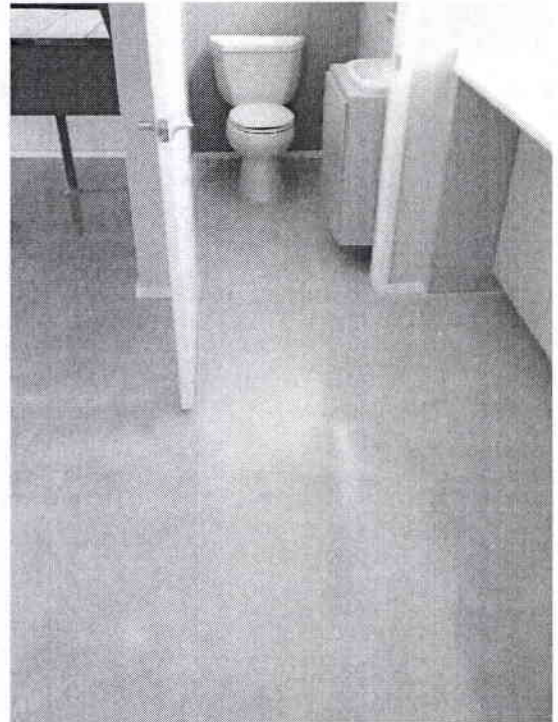
OVERLAY & STAIN (Color - Natural Gray)



OVERLAY & STAIN (Color - Balkan Amber)



Metallic Epoxy (Color: Pearl & Titanium)



OVERLAY - (Color: Light Grey Integral)

INVOICE # 2319

HARD ROCK SURFACE PROS

1-512-569-0373 CEDAR PARK, TX.

DATE 01/31/20

BILL TO

LISA RIERA / DELMY RAMON
RESERVE AT WESTCREEK
512-252-7300

FOR

CLEAN AND SEAL CLUBHOUSE
USING A POLY 250 TOPCOAT

Details	AMOUNT
CLEAN, REPAIR, AND SEAL 5025 SQUARE FEET	\$15,075.00
DISCOUNT APPLIED OF 20%	\$3,015.00
FINAL COST AFTER DISCOUNT	\$12,060.00
DEPOSIT	\$6,030.00
BALANCE DUE AT COMPLETION	\$6,030.00

Make all checks payable to "JIMWILSON"

If you have any questions concerning this invoice, use the following contact information:

JIM WILSON 1-512-569-0373

THANK YOU FOR YOUR BUSINESS!





