

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B
NOTICE OF MEETING
(BY TELECONFERENCE)

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

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, by teleconference, open to the public, on October 12, 2020 at 6:00 p.m. (in person meetings are typically held at 4421 Rowe Lane, Pflugerville, Texas).

In accordance with the Office of the Governor's March 16, 2020 proclamation suspending certain Texas Open Meetings Act laws in response to the current COVID-19 pandemic and statewide disaster declaration, as extended, Lakeside WCID No. 2B will hold this meeting accessible only by telephonic conference call. No physical meeting space will be available.

In lieu of physical attendance at this Board meeting, the public may dial into the teleconference by calling (866) 899-4679 and entering the following code: 447-767-973. The toll-free teleconference line will offer two-way communication, affording members of the public the opportunity to participate in the meeting. The meeting will be recorded, and the audio recording will be available after the meeting. The following matters will be considered and may be acted upon at the meeting:

1. Call meeting to order and establish quorum;
2. Discuss, consider, and take action to approve minutes of September 14, 2020 regular meeting;
3. Receive public comment (*3 minutes per speaker; but any person providing public comment through a translator is limited to six (6) minutes, unless the District uses simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously with the speaker*);
4. Receive report from District's Engineer;
5. Discuss, consider, and take action as necessary concerning annual review of District's Investment Policy;
6. Receive recreational facilities report and take action as necessary concerning same, including, but not limited to, operations, maintenance, and/or improvements related to existing recreational facilities;
7. Discuss, consider, and take action on approval of the payment of invoices and Bookkeeper's report;
8. Discuss, consider, and take action concerning Website Design and Maintenance Agreement with Maxwebs Co.;
9. Directors' items for next agenda and announcements from Board members; and
10. Adjournment.

EXECUTED this the 9th day of October 2020.

(District Seal)

A handwritten signature in blue ink, appearing to be 'D. J. Ke...', written above a horizontal line.

Attorney for the District

Agenda Item No. 2

Discuss, consider, and take action to approve minutes of September 14, 2020 regular meeting.

MINUTES OF MEETING
OF
BOARD OF DIRECTORS

THE STATE OF TEXAS

COUNTY OF TRAVIS

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B

§
§
§
§
§

On September 14, 2020, at 6:00 p.m., as authorized by the March 16, 2020 proclamation by the Office of the Governor, as extended, suspending certain provisions of the Texas Open Meetings Act in response to the COVID-19 public health threat, the Board of Directors of Lakeside Water Control and Improvement District No. 2B (“District” or “Lakeside WCID No. 2B”) held a regular meeting, open to the public, by a two-way toll-free telephonic conference call, accessible by dialing (866) 899-4679, then entering access code 301-178-365 (in person meetings are typically held at 4421 Rowe Lane, Pflugerville, Texas). A copy of the notice of meeting along with associated certificates of posting are attached hereto 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 participated by telephone, thus constituting a quorum of the Board of Directors. All Directors who participated by telephone voted on all matters that came before the Board. Also participating by telephone 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.; David Klein and Maris Chambers, Attorneys, and Fred Castro, Paralegal, of Lloyd Gosselink Rochelle & Townsend, P.C.

Mr. Klein stated this meeting was being held under the authority of the Governor’s March 16, 2020 proclamation, as extended, suspending certain Texas Open Meetings Act laws in response to the current COVID-19 pandemic and statewide disaster declaration. He stated this open meeting of the Board of Directors was being recorded, in compliance therewith, and the recording would be made available to the public. Mr. Klein also stated that the Board would provide members of the public with the opportunity to participate, as in any normal Lakeside WCID No. 2B open meeting, explaining that participation via the noticed telephone number was toll-free and allowed for two-way communication. Mr. Klein asked that the attendees refrain from interrupting each other and use the same courtesy as they would during an in-person meeting, stating that the Board would announce the instances where comments from the public would be accepted.

Next, Director Horndt stated that Directors Horndt, Garcia, Whittier, Walker, and Tuttle were participating in this meeting by telephone along with the District's consultants: Jeff Monzingo, Keith Collins, John Barganski, David Klein, Maris Chambers, Fred Castro; and Robert Tiemann participating as a member of the public.

Director Horndt called the meeting to order at 6:03 p.m. and announced that a quorum of the Board was in attendance (on the call). Next, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, Director Horndt announced that the Board would conduct a public hearing on a proposal to set a tax rate of ninety-seven (\$0.97) per one hundred dollars (\$100) of assessed valuation. Director Horndt noted that in an effort to allow residents an opportunity to address the Board in connection with the proposed tax rate, the public hearing would remain open while the Board attended to other regular business.

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 consider the adoption of a budget for the 2020-2021 fiscal year. Mr. Monzingo presented for the Board's review a copy of the projected operating expenses and revenues for the District for the period October 1, 2020 through September 30, 2021. After discussion, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board adopted a resolution adopting a budget for the 2019-2020 fiscal year, a copy of which is attached hereto as Exhibit "B".

Next, upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, Director Horndt closed the public hearing on a proposal to set a tax rate of ninety-seven (\$0.97) per one hundred dollars (\$100) of assessed valuation. Director Horndt stated that the Board would next discuss, consider, and take action as necessary to set a debt service tax rate, and to set an operations and maintenance tax rate for the year 2020. Mr. Klein noted that his office had published the required notice of the District's Public Hearing to allow taxpayers the opportunity to express their views on the tax rate being proposed by the Board. Upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board adopted an order setting a debt service tax rate for the year 2020 at forty-nine cents (\$0.49) per one hundred dollars (\$100) of assessed valuation, and an operations and maintenance tax rate for the year 2020 of forty-eight cents (\$0.48) per one hundred dollars (\$100) of assessed valuation for a total tax rate for the year 2020 of ninety-seven cents (\$0.97) per one hundred dollars (\$100) of assessed valuation. A copy of the District's order setting a tax rate for 2019 is attached hereto as Exhibit "C".

The next item to come before the Board was to consider the approval of an amendment to the District's Information Form. Mr. Klein noted that the amendment accounted for the most recent tax rate adopted by the Board. Upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board approved the amendment to the District's Information Form, a copy of which is attached hereto as Exhibit "D".

Director Horndt stated that the Board would next consider the approval of the minutes of the August 10, 2020 regular meeting. Upon motion by Director Garcia, seconded by Director

Tuttle, and unanimously carried, the minutes of the August 10, 2020 regular meeting were approved, as presented.

Director Horndt stated that the Board would next receive a report from the District's Engineer. Mr. Collins stated that all utility construction within the Blackhawk development had been completed, except for utility construction associated with the Park at Blackhawk IV, Phase 9, which is contemplated for a later date. He stated that the site plan for the new amenity center project had been filed with the City of Pflugerville and that he had reopened negotiations and was making progress with Travis County concerning the pedestrian trails project within the greenbelt in Lakeside WCID No. 2D.

Director Horndt stated that the Board would next receive recreational facilities reports and take action concerning the same, including, but not limited to, operations, maintenance and/or improvements related to existing recreational facilities. Mr. Monzingo presented recreational facilities reports from the Associations operating the District's recreational facilities, copies of which are attached hereto as Exhibit "E". He noted that just before tonight's Board meeting, supplemental information was provided concerning the Park at Blackhawk Recreational Facilities Report regarding fence repairs/replacements to the concrete fencing between Farm Pond Lane and the south side of Winding Shore Drive by ConcreTex. Mr. Monzingo noted that that it was reported that a full panel of the concrete fencing fell behind a home at 20112 Grand Banks Lane last week and that the panel was repaired on an emergency basis for \$2,500. He noted that the repair crew noticed other sections of fence needing repair and they checked the entire area. Mr. Monzingo stated that ConcreTex had suggested that approximately 950-feet of fence should be replaced and provided a quote of \$38,000. A copy of the quote is attached hereto as Exhibit "F". Also attached as Exhibit "G" is the quote for the emergency fence repairs at 20112 Grand Banks Lane. Mr. Monzingo noted this repair has been completed, but the invoice had not yet been received. He requested input from Mr. Klein and Mr. Collins on the repairs quoted at \$38,000, as this amount was above the threshold established by the District for repairs that can be undertaken by the HOA without seeking prior Board approval. Mr. Monzingo noted that the report from the Reserve at Westcreek provided the status of issues related to landscape maintenance that did not require Board approval.

Next, Mr. Collins noted that he had inspected the concrete fence repair at 20112 Grand Banks Lane. He stated that the repairs consisted of replacing approximately 15 feet of fence panels. Mr. Collins added that the cost for the repairs was outside the norm, but due to its emergency nature, the costs were reasonable. He recommended that the Board approve this emergency repair. Mr. Collins stated that he had inspected several feet of concrete fence between Farm Pond Lane and the south side of Winding Shore Drive and he noted intermittent sections contained cracked posts, including the area west of Farm Pond Lane. Mr. Collins recommended that he be authorized to meet with ConcreTex personnel to determine what repairs are necessary along this stretch of concrete fence and develop a more precise scope of services to be performed. He noted that it might prove difficult to find other companies that would bid this work due to the proprietary nature of the fencing.

Mr. Klein stated that should the repairs meet or exceed a certain dollar figure, it would require the District to follow public bidding requirements unless the work was subject to one of the limited exceptions, such as when the nature of the repair does not lend itself to public bidding. He stated that if Mr. Collins is of the opinion that the concrete fence is proprietary, an exception of the public bidding requirements would likely apply. Mr. Klein inquired whether Mr. Collins knew if the concrete fencing was under warranty. Mr. Collins stated that the concrete fence was outside the warranty period, having been erected some 8 to 10 years ago. After discussion, Mr. Collins recommended that the Board authorize him to meet with ConcreTex personnel to determine what repairs are necessary along this 950-foot stretch of concrete fence and develop a scope of services to be performed for consideration by the Board. After discussion, Mr. Collins stated that in his opinion there did not appear to be an immediate concern that this stretch of fencing could fail and recommended that the Board postpone action in connection with this matter to allow an opportunity to determine ownership of the properties along this stretch of fencing to determine who will pay for these repairs, and determining a scope of services for this project. After discussion, the Board postponed action in connection with the item, but directed that Mr. Collins meet with ConcreTex personnel to determine what repairs are necessary along this stretch of concrete fence and develop a more precise scope of services to be performed, including assisting Mr. Klein with determining ownership of the properties affected.

The next item to come before the Board was to consider the adoption of a resolution amending the District's 2019-2020 budget. Mr. Monzingo proposed that the District's current budget be amended by increasing revenues for these categories: Maintenance Taxes, Water revenue and Interest Income and increasing expenditures for these categories: Legal Fees, Water Fees and City of Pflugerville Fees. After discussion, upon motion by Director Whittier, seconded by Director Garcia, and unanimously carried, the Board adopted a resolution amending the District's 2019-2020 budget, a copy of which is attached hereto as Exhibit "H".

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

The next item to come before the Board was to consider action concerning a District website, including management of same. Mr. Klein noted that he had discussed with the Board the requirement that political subdivisions with taxing authority post certain District information online, thus requiring the District to obtain its own website. He stated that the Board was informed that Lakeside WCID No. 1 was considering that it could share its website template, and that it could be easily replicated for the District's own use, with his firm being utilized by the District to update and maintain the website. Mr. Klein reminded the Board that Mr. Matthew Tiemann and Mr. Monzingo had provided contact information of firms capable of providing this service and that the Board had directed him to solicit proposals for such services for the Board's consideration. Mr. Klein stated that out of the two firms contacted the District received one response from Maxwebs Co. A copy of Maxwebs Co.'s proposal is attached hereto as Exhibit "J". Mr. Klein stated that according to Maxwebs Co.'s proposal, creation of the District's website the loading of initial content would cost \$1,500 with a 50% down payment with the order. He stated that to

register the District's domain name would cost \$78 with an annual hosting service fee of \$240, establishing email accounts for the directors would cost approximately \$240 per year and a \$100 per month fee for monthly maintenance. Mr. Klein stated that his firm is willing to assist the District in creating and maintaining a website, but was of the opinion that the costs to do so would be slightly more expensive than that submitted by Maxwebs Co. He estimated that the cost to create the website and load initial content by his firm would run approximately \$5,000 with annual maintenance to run approximately \$2,500.

Mr. Klein stated that a review of the sample water district websites provided by Mr. Maxwell that his firm maintains revealed that the sample websites contained the statutorily-required information and otherwise complied with State law. Mr. Klein concluded that Maxwebs Co. was a viable option for the Board to create and maintain its website. After discussion, Mr. Klein suggested that should the Board accept the proposal submitted by Maxwebs Co. that the Board require that the District retain ownership of the District domain name. Upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board accepted the Maxwebs Co. proposal and authorized Mr. Klein to negotiate an agreement with Maxwebs Co. for consideration by the Board and authorized Mr. Monzingo to make any required prepayment of fees to Maxwebs Co., as necessary.

There were no announcements or requests for items at the Board's next meeting, but Mr. Klein noted that a review of the District's Investment Policy would be on the agenda in October.

After discussion, there being no further business, and upon motion made by Director Walker, seconded by Director Garcia, and unanimously carried, the meeting was adjourned at 6:50 p.m., until further call.

PASSED, APPROVED AND ADOPTED THIS 12th day of October, 2020.

[DISTRICT SEAL]

Kenneth Whittier, Secretary

Agenda Item No. 5

Discuss, consider, and take action as necessary concerning annual review of District's Investment Policy.

**RESOLUTION APPROVING THE INVESTMENT POLICY OF LAKESIDE WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 2B**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the Lakeside Water Control and Improvement District No. 2B has adopted a written investment policy (the "Investment Policy") concerning the investment of its funds under its control, as required by Chapter 2256 the Texas Government Code, which is also known as the Public Funds Investment Act; and

WHEREAS, the Investment Policy is contained with the District’s Rules and Policies; and

WHEREAS, pursuant to the Investment Policy and the Public Funds Investment Act, the District's Board of Directors must review the Investment Policy at least annually; and

WHEREAS, the District's Board of Directors has conducted its annual review of the Investment Policy and investment strategies contained therein, and the Board has determined that no changes or amendments to the Investment Policy are necessary at this time.

NOW THEREFORE, it is resolved by the Board of Directors of Lakeside Water Control and Improvement District No. 2B as follows:

Section 1: The above-listed recitals are true and correct and are incorporated into this Resolution for all purposes.

Section 2: The District's Board of Directors has reviewed the District's Investment Policy and investment strategies contained therein, and it has determined that no amendments to the Investment Policy are necessary at this time.

Section 3: The District’s Investment Policy is included as Exhibit A and is incorporated into this Order for all purposes.

PASSED AND APPROVED this 12th day of October, 2020.

Marilyn Horndt, President
Board of Directors

ATTEST:

Kenneth Whittier, Secretary
Board of Directors

EXHIBIT A

INVESTMENT POLICY

**Lakeside Water Control and Improvement District No. 2B
Investment Policy (the “Investment Policy”)**

I. GENERAL POLICY

It is the policy of the Lakeside Water Control and Improvement District No. 2B (the “District”) to invest public funds in a manner which will provide the maximum security of principal while meeting the daily cash flow demands of the District and achieving a reasonable rate of return while conforming to all state statutes and District regulations governing the investment of public funds, including, but not limited to, the Texas Public Funds Investment Act (“PFIA”), Chapter 2256 of the Texas Government Code.

II. SCOPE

This Investment Policy applies to all financial assets held directly by the District. These financial assets are accounted for in the District’s annual financial reports and include all moneys in the following funds:

- General Fund
- Debt Service Fund
- Capital Projects Fund
- Debt Service Reserve Fund
- Any new fund created by the governing body

Financial assets of the entity held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the District’s primary investment objectives.

III. INVESTMENT OBJECTIVES

The District’s primary investment objectives, in order of priority, are the following:

1. **Safety.** Safety of principal is the foremost objective of the District’s investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity.** The District’s investment portfolio shall remain sufficiently liquid to enable the District to meet all operating requirements, which might be reasonably anticipated.
3. **Return on Investment.** The District’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and

economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

IV. INVESTMENT AUTHORITY

Management responsibility for the District's investment program is hereby delegated to the District's Investment Officer. The District's Board of Directors ("Board") shall designate an individual to serve as the District's Investment Officer; provided, such individual provides the District with certification that such individual has completed the investment training as required by the PFIA, as may be amended from time to time. The Board shall have the authority to establish additional specific written procedures for the operation of the investment program which are consistent with this Investment Policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Board. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by officers and employees. The Investment Officer shall maintain all records related to the entity's investment program.

V. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the District's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probably income to be derived.

The Investment Officer acting in accordance with written procedures exercising due diligence shall be relieved by personal responsibility for an individual security's performance provided that deviations from expectations are reported in a timely fashion to the governing body and appropriate action is taken to control adverse developments.

VI. AUTHORIZED INVESTMENTS

The funds of the District available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments:

Authorized Investment Instruments

1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities;
2. Direct obligations of the State of Texas or its agencies and

instrumentalities;

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;

provided, however, that for options 1 through 5, none of the following conditions exist (collectively, the "Exceptions"):

- a. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - b. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - c. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 - d. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
6. Certificates of deposit:
- a. where the certificate is issued by a depository institution that has its main office or a branch office in this state and is:
 - (i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - (ii) secured by obligations that are described by Investment Options 1 through 5, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by the Exceptions; or

- (iii) secured in any other manner and amount provided by law for deposits of the investing entity; or
- b. whereby:
- (i) the certificates are issued through:
 - (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the District in accordance with the PFIA; or
 - (B) a depository institution that has its main office or a branch office in this state and that is selected by the District;
 - (ii) such broker or depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
 - (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
 - (iv) the District appoints the depository institution selected by the investing entity under Subsection (a), an entity described by Section 2257.041(d) of the Public Funds Collateral Act, Texas Government Code, Chapter 2257, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the District.
7. A fully collateralized “repurchase agreement” (as defined by the PFIA), if such agreement:
- a. has a defined termination date;
 - b. is secured by a combination of cash and the obligations set forth in No. 1, above, and placed through a primary government securities dealer or a financial institution doing business in Texas;
 - c. requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity’s name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
 - d. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
8. Bankers’ acceptance, if such acceptance:
- a. has a stated maturity of 270 days or less;
 - b. will be liquidated in full at maturity;

- c. is eligible for collateral for borrowing from a Federal Reserve Bank; and
 - d. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.
9. Money market mutual funds which are no-load and:
- a. are registered with and regulated by the United States Securities and Exchange Commission (SEC);
 - b. provide the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. § 78a *et. seq.*) or the Investment Company Act of 1940 (15 U.S.C. § 80a-1 *et. seq.*); and
 - c. comply with SEC Rule 2a-7 (17 C.F.R. § 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. § 80a-1 *et. seq.*).
10. A no-load mutual fund, if the mutual fund:
- a. is registered with the SEC;
 - b. has an average weighted maturity of less than two (2) years; and
 - c. either:
 - (i) has a duration of one (1) year or more and is invested exclusively in obligations approved by Subchapter A of the Texas Public Funds Investment Act; or
 - (ii) has a duration of less than one (1) year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
11. Interest-bearing banking deposits that are guaranteed or insured by:
- a. the Federal Deposit Insurance Corporation or its successor; or
 - b. the National Credit Union Share Insurance Fund or its successor.
12. Interest-bearing banking deposits other than those described by Section 11 (above) if:
- a. the funds invested in the banking deposits are invested through:
 - (i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by §2256.025 of the Texas Government Code; or
 - (ii) a depository institution with a main office or branch office in this state that the investing entity selects;
 - b. the broker or depository institution selected as described by Paragraph (a), above, arranges for the deposit of the funds in the

- banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;
- c. the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:
 - (i) the depository institution selected as described by Paragraph (a), above;
 - (ii) an entity described by Texas Government Code § 2257.041(d); or
 - (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3 (17 C.F.R. § 240.15c3-3).
13. Securities issued by a state or local government, or any instrumentality or agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency.
14. Investment Pools which invest instruments and follow practices allowed by current law, including, but not limited to, the PFIA. The Board must approve a formal agreement to participate (by resolution) in each pool providing services to the District. The pool must be continuously rated no lower than "AAA" or "AAA-m" or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilized at a \$1 net asset value. The pool must provide monthly reports that contain:
- a. the types of investments in which money is allowed to be invested;
 - b. the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - c. the maximum stated maturity date any investment security within the portfolio;
 - d. the objectives of the pool;
 - e. the size of the pool;
 - f. the names of the members of the advisory board of the pool and the dates their terms expire;
 - g. the custodian bank that is safekeeping the assets of the pool;
 - h. whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
 - i. whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

- j. the name and address of the independent auditor of the pool;
- k. the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- l. the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- m. the pool's policy regarding holding deposits in cash.

Any investment pool that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 90 days; and,

Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund, must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of a leap year) and must provide a fixed interest rate and fixed maturity term for each pool position.

A public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to the market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal SEC applicable to reporting by money market funds.

- 15. Bond proceeds and pledged revenue, only to the extent permitted by the Public Funds Investment Act, in accordance with this policy and statutory provisions governing the debt issuance or the agreement, as applicable. "Pledged Revenue" means money pledged to the payment of or as security for: (1) bonds or other indebtedness issued by the District; (2) obligations under a lease, installment sale, or other agreement of the District; or (3) certificate of participation in a debt obligation described by Section 15(1) or Section 15(2).

The District shall take all prudent necessary measures consistent with its Investment Policy correct any deviation from the minimum rating requirements of certain investments described above should a change in rating occur.

VII. DIVERSIFICATION OF INVESTMENTS

The District recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the District's investment portfolio by institution, type of investment, instrument, and term to maturity is the primary method to minimize investment risk.

VIII. INVESTMENT STRATEGY BY FUND

1. Debt Service Funds – The District shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the safety of principal with regard to all monies collected or allocated for debt service. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its debt obligations.

In order to accomplish this, the District will invest such funds in amounts and maturity dates that most likely match the debt service requirements of the District, taking into account the need for liquidity, marketability if the need arises to liquidate, diversification and yield.

2. Operating Fund – The District shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the safety of principal with regard to all monies collected or allocated for debt service. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its debt obligations.

In order to accomplish this, the District will maintain adequate balances in short-term investments with necessary liquidity to ensure that sufficient funds are available for the continued operations of the District. Funds will not be invested in securities with stated maturities that exceed the reasonable expected expenditure time period. This strategy is intended to ensure that the District will avoid liquidating all or part of its investments in uncertain market conditions.

3. Debt Service Reserve Funds – Investment strategies for debt service reserve fund shall have as the primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short to intermediate term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available within the desired maturity and quality range, without paying a

premium, if at all possible. Such securities will tend to hold their value during economic cycles.

4. Capital Improvement Fund – The District may choose to have a capital improvement fund or capital projects fund from time to time and, if so, shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District while preserving the safety of principal with regard to all monies collected or allocated for such fund. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its budgeted capital obligations.

In order to accomplish this the District will maintain adequate balances in short-term investments with necessary liquidity to ensure that sufficient funds are available for the capital programs of the District. Funds will not be invested in securities with stated maturities that exceed the reasonable expected expenditure time period. This strategy is intended to ensure that the District will avoid liquidating all or part of its investments in uncertain market conditions.

To the extent possible, the District will attempt to match its investments with uninterrupted cash flow requirements. Unless matched to a specific cash flow need, the District's funds should not, in general, be invested in securities maturing more than 10 (ten) years from the date of purchase.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The District's Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the District. In addition, a list shall be maintained of approved security brokers/dealers who maintain an office in the State of Texas.

All financial institutions and broker/dealers who desire to provide investments services to the district shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the Investment Policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the District's Investment Officer with information sufficient adequately evaluate the institution and answer any and all inquires posed by the District's Investment Officer or the governing body, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial conditions.
3. Written memorandum of Agreement for the deposit of public funds or trading resolution, as inappropriate.
4. Proof of National Association of Security Dealers certification and proof of state registration.
5. Any additional information considered necessary to allow the District's Investment Officer to evaluate the credit worthiness of the institution.

The District's Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of the District's funds. The District's Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding Investment Policy or program changes determined to be necessary.

X. SAFEKEEPING AND CUSTODY

To protect against potential fraud and embezzlement, investment assets shall be secured through third-party custody and safekeeping procedures. Bearer instruments shall be held only through third-party institutions. The District's Investment Officer and any other officers or employees of the District authorized to engage in investment transactions shall be bonded in an amount established by the governing body. Collateralized securities, such as repurchase agreements shall be purchased using the delivery vs. payment procedure. Money market mutual funds used for investments must provide for independent custodians of their portfolios and delivery vs. payment on their portfolio securities. The safekeeping procedures utilized in the District's investment program shall be reviewed annually by the independent auditor.

XI. COLLATERAL

It is the policy of the District to require that all cash and investments maintained in any financial institution named as a depository be collateralized. In order to anticipate market changes and provide a level of security for all funds, the collateralizations level shall be 100% of the market value of principal, plus accrued interest. Collateral shall be limited to the types of instruments authorized as collateral for public funds under the PFIA.

Collateral shall always be held by an independent third-party custodian with whom the District has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the District and retained by the District's Investment Officer. The right of collateral substitution is hereby granted.

XII. INVESTMENT MONITORING/REPORTING

At least quarterly, the District's Investment Officer shall prepare and submit a signed report to the District's Board of Directors regarding the status of the entity's investment program. Such report shall describe in detail the investment position of the District on the date of the report. As to each investment, the report shall include the following information:

1. Name of financial institution from which the investment was purchased or in which assets are deposited.
2. Type of investment.
3. Certificate or other reference number, if applicable.
4. Percentage yield on an annualized basis.
5. Purchase date, purchase price and maturity date.

6. The book value and market value of such investment at the end of the reporting period.
7. For each pooled fund group, provide a summary statement that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period.
8. State the account or fund or pooled group fund for which each individual investment was acquired.
9. State the compliance of the investment portfolio as it relates to the investment strategy expressed in this Policy and the PFIA.

In addition, the report shall explain the quarter's total investment return and compare the return with budgetary expectations. Further, the report shall summarize recent market conditions, economic developments and anticipated investment conditions, ratings changes in the District's investments (if any), and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the Directors of the Board. The Investment Officer shall make the reports from the holders of the District's investments available upon request.

XIII. AUDIT

In connection with the audit of the District's funds conducted by an independent certified public accountant, the auditor shall conduct a review of the District's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the District's audit.

XIV. INVESTMENT POLICY ADOPTION

The District's Investment Policy shall be adopted by order of the governing body and shall become effective on the date set forth in the order. The Policy shall be reviewed annually and revised, as appropriate. Any amendments to this policy must be made by order of the governing body.

Any investment held on the date of initial adoption of this Policy, which does not meet, the guidelines of this Policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this Policy. The District's Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this Policy in order to avoid the premature liquidation of any current investment.

Agenda Item No. 6

Receive recreational facilities report and take action as necessary concerning same, including, but not limited to, operations, maintenance and/or improvements related to existing recreational facilities.

RECREATIONAL FACILITIES REPORT
FOR PARK AT BLACKHAWK RECREATIONAL FACILITIES
October 7, 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.)

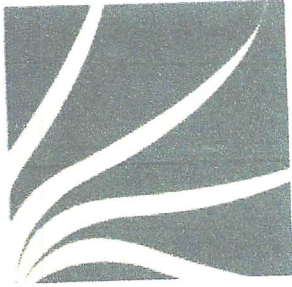
- a) Tunnel located on the playground at the Amenity Center needs replacement due to cracking. We have contacted the proper supplier and we are under warranty. No cost, and replacement is being shipped directly to our office. Once completed we will update WCID accordingly.

III. UNBUDGETED ITEMS THAT NEEDED ATTENTION/WORK COMPLETION

- a) Fence Crete Repairs: Fence Crete on the south side of Speidel between Winding Shore and Farm Pond has shown signs of needing replacement. Friday 9/11, an entire panel behind 20112 Grand Banks fell and needed immediate replacement. This work has since been completed and cost was \$2,500.00. We do not have the final bill for that yet as the work was just completed Friday afternoon. During this repair the crew noticed that most if not all the fencing between Winding Shore and Farm Pond was in bad shape and needing replacement. Attached is the estimate sent to us for this work to be done. Upon approval of this estimate we will set up and coordinate with homeowners for the work to be started and completed. Total cost for this would be \$38,000.
- b) 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: 10/7/2020 Project pending completion. Fountain needed is on back order. I told the vendor we will be looking elsewhere if project is not completed by next month's meeting. Will update in November.

IV. DISCUSSION FOR WCID

- a) HOA was approached by Mr. and Mrs. Kleppe who reside at 20613 Pinewalk Dr. about requesting a pocket type park be out in behind their home. They have gathered signatures from neighbors who ok'd this request be asked. I have attached their proposal for review and discussions. UPDATE: 8/5/2020 I am leaving this subject on the report for discussion purposes. Will remove at WCID request if needed



Lomas Land Maintenance

156 CR 139

Hutto, TX 78634

(512) 924-1391

lomaslandscaping@live.com

Date: 10/08/2020

To: WCID # 2C

From: Lomas Land Maintenance LLC

Re: WCID # 2C – The Estates at Rowe Lane Retention ponds

Below is the cost to remove Hackberry trees growing in chain link fences and haul off brush dumped over fences

Scope of Work:

See attached Satellite Image;

Remove Hackberry trees engulfing chain link fences

Remove piles of brush dumped over rear fences from homeowners

Cost:

Labor – Lead + 3 helpers 2 days \$1430.00

Skid steer 1 day \$480.00

2 dump truck loads of brush haul off \$600.00

Bars, chains, mix, bar oil, fuel \$150.00

Profit \$900.00

Sales tax exempt

Total \$3,560.00

Thank you,

Ben McLellan



Rolling Meadows

Area # 2

WCID # 2B / 2C - 10 visits a year \$360 a month

Texas Meadows Dr

Penny Royal Dr

Silverbell Ln

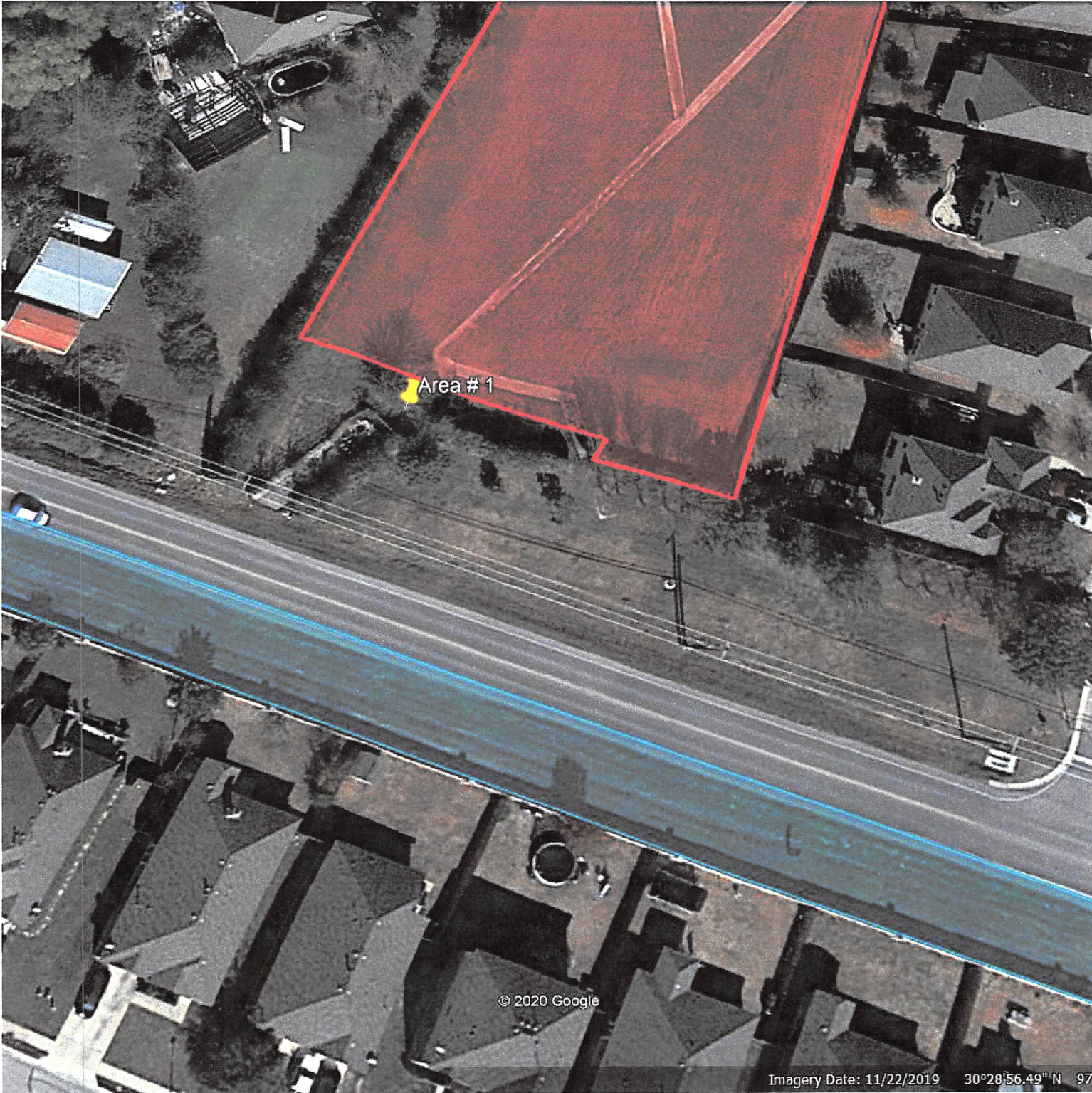
Area # 1

Rowe Ln

Hawks Swoop Trail

© 2020 Google

Imagery Date: 11/22/2019 30°29'05.81" N 97



Area # 1

© 2020 Google

Imagery Date: 11/22/2019 30°28'56.49" N 97°



Kpacas Plazas Ln

Area # 2

© 2020 Google

Imagery Date: 11/22/2019 30°29'14.87" N 97

Ph. (512) 219-1018
(512) 751-7126
(512) 659-4301
Email info@concretex.net



Via Email

Randy Vogel / Keith Collins
Blackhawk
Speidel between Winding Shore to Farm Pond

Friday, October 9, 2020

Dear Randy / Keith:

Thank you for affording us the opportunity to quote your fencing needs on Speidel road between Winding Shore and Farm Pond.

For the removal and reinstallation of 72 posts, about 8 panels, and at least one top rail in the priority category, the total cost will be \$20,000.00, based on the review of the broken posts and panels. The panels are old fencecrete so we will removal and re-installation should take about 15 days.

Priority 1	79
Lean	3
Posts	65
Re-Set	4
Panel	8
Tops	1
Priority 2	110
Posts	110
Priority 3	34
Posts	34
Grand Total	223

Delivery Date. To be determined at the date the order is placed.

Payment Terms. At completion.

Landscaping. Concretex will make every reasonable effort to minimize the impact of their work on the landscaping. However there will be some impact as a result of our operations. This quote does not include any repair or re-landscaping of the area.

Insurance. Concretex carries a standard General Liability insurance offering of \$2,000,000 and \$1,000,000 for each occurrence, automobile liability \$1,000,000, umbrella liability \$1,000,000 and workmen's

[Concretex 11800 N Highway 183, Florence, TX, 76527](http://www.concretex.net)

compensation insurance. Should you have any special / additional insurance needs, the cost of this insurance will be added to the cost of the project and must be paid in advance.

Should you require further information please feel free to contact us at the above numbers.

Thank you,

Jim Bobart & Len Tesoro

ConcreTex LLC

Agenda Item No. 7

Discuss, consider, and take action on approval of the payment of invoices and Bookkeeper's report.

**LAKESIDE WCID #2B
SCHEDULE OF CASH ACTIVITY
GENERAL FUND
MEETING DATE : OCTOBER 12, 2020**

CASH BALANCE OPERATING CHECKING AT 9/30/20 **\$ 43,272.70**

Revenue:

<u>Deposit Date</u>	<u>Description</u>	<u>Amount</u>
10/12/2020	Transfer from Money Market	<u>\$ 45,000.00</u>

Total Revenue : **\$ 45,000.00**
Cash Balance Before Expenditures: **\$ 88,272.70**

Expenditures:

<u>Check Number</u>	<u>Description</u>	<u>Amount</u>
3865	Marilyn Horndt	\$ 138.52
3866	Eddie Garcia	\$ 138.52
3867	Terry Tuttle	\$ 138.52
3868	Kenneth Whittier	\$ 138.52
3869	Jim Walker	\$ 138.52
3870	Lloyd Gosselink	\$ 5,547.50
3871	Lloyd Gosselink	\$ 533.50
3872	Montoya & Monzingo LLP	\$ 2,057.50
3873	Lakeside WCID#2C	\$ 164.85
3874	Lakeside WCID#2C	\$ 61.06
3875	TML Intergovernmental Risk Pool	\$ 865.68
3876	Victor Insurance Managers Inc	\$ 200.00
3877	Specialized Public Finance Inc	\$ 3,000.00
3878	Park at Blackhawk HOA	\$ 48,706.25
3879	Department of the Treasury	\$ 436.05

Total Expenditures: **\$ 62,264.99**

ENDING CASH BALANCE AS OF OCTOBER 12, 2020 **\$ 26,007.71**

CASH BALANCE MONEY MARKET

\$ 1,112,658.67

Deposit	Lakeside WCID#2B - TexPool	\$ 477,945.00
---------	----------------------------	---------------

Total Deposit: **\$ 477,945.00**

Transfer	Lakeside WCID#2B - Checking	\$ (45,000.00)
----------	-----------------------------	----------------

Total Transfers: **\$ (45,000.00)**

ENDING CASH BALANCE MONEY MARKET **\$ 1,545,603.67**

CASH BALANCE - TEXPOOL

\$ 502,945.19

Transfer	Transfer to TexPool	\$ (477,945.00)
----------	---------------------	-----------------

Total Transfers: **\$ (477,945.00)**

ENDING CASH BALANCE - TEXPOOL **\$ 25,000.19**

TOTAL OPERATING CASH **\$ 1,596,611.57**

**LAKESIDE WCID #2B
SCHEDULE OF CASH ACTIVITY
GENERAL FUND
MEETING DATE : OCTOBER 12, 2020**

CASH BALANCE - CAPITAL PROJECTS - CHECKING	\$ 3,237.58
CASH BALANCE - CAPITAL PROJECTS - MONEY MARKET	\$ 246,849.06
ENDING CASH BALANCE CAPITAL PROJECTS	\$ 250,086.64

CASH BALANCE - DEBT SERVICE - CHECKING	\$ 490.93
CASH BALANCE - DEBT SERVICE - MONEY MARKET	\$ 5,994.77
Deposit Transfer from TexPool	\$ 477,945.00
Total Deposit:	\$ 477,945.00

ENDING CASH BALANCE DEBT SERVICE - MONEY MARKET	\$ 483,939.77
CASH BALANCE - DEBT SERVICE - TEXPOOL	\$ 502,945.19
Transfer Transfer to Money Market	\$ (477,945.00)
Total Deposits:	\$ (477,945.00)

ENDING CASH BALANCE - DEBT SERVICE - TEXPOOL	\$ 25,000.19
TOTAL CASH BALANCE - DEBT SERVICE	\$ 509,430.89

Lakeside WCID#2B
Statement of Revenues and Expenditures Budget vs. Actual
For the Year to Date Ended September 30, 2020
Unaudited

	Actual	Amended Budget	Variance Favorable (Unfavorable)
<u>Revenues</u>			
Water Service	\$ 346,371	\$ 365,000	(18,629)
Wastewater Service	213,970	235,000	(21,030)
Maintenance Taxes	679,534	679,534	-
Interest	17,870	17,793	77
Total Revenues	1,257,745	1,297,327	(39,582)
<u>Expenditures</u>			
Audit Fees	10,500	10,500	-
Legal Fees	61,077	70,000	8,923
Accounting Fees	20,210	22,000	1,790
Engineering Fees	9,405	25,000	15,595
MS4 Permitting	5,932	12,500	6,568
Channel & Drainage Maintenance	5,334	50,000	44,666
Water Fees	186,423	222,000	35,577
Wastewater Fees	213,970	235,000	21,030
City of Pflugerville Fees	79,669	95,000	15,331
Amenity Center Operations & Maintenance	123,910	135,000	11,090
Amenity Center Capital Projects	-	30,000	30,000
Capital Projects & Repairs - Sidewalks	2,014	30,000	27,986
Repairs & Maintenance	7,055	50,000	42,945
Director Fees and Payroll Taxes	11,948	12,000	52
Insurance	1,062	4,000	2,938
Appraisal and Collection Fees	7,010	7,000	(10)
Lease Purchase - Principal	45,000	45,000	-
Lease Purchase - Interest	92,475	92,475	-
Amenity Center	14,683	50,000	35,317
Other Fees	12,317	15,000	2,683
Bank Charges	-	100	100
Meeting Expenses	1,324	4,000	2,676
Mileage Reimbursement	473	1,000	527
Website	-	5,000	5,000
Newspaper Notices	-	2,000	2,000
Total Expenditures	911,791	1,224,575	312,784
Projected Excess (deficit) Revenue Over (under) Expenditures	\$ 345,954	\$ 72,752	\$ 273,202

**Lakeside WCID District 2B-General Fund
Balance Sheet
As of September 30, 2020**

	Sep 30, 20
ASSETS	
Current Assets	
Checking/Savings	
ABC - Money Market	1,112,658.67
ABC - Operating	43,272.70
TexPool	502,945.19
Total Checking/Savings	1,658,876.56
Other Current Assets	
Due From Capital Projects	2,000.00
Property Taxes Receivable	1,107.14
Total Other Current Assets	3,107.14
Total Current Assets	1,661,983.70
TOTAL ASSETS	1,661,983.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,364.41
Total Accounts Payable	11,364.41
Other Current Liabilities	
Deferred Revenue	1,107.14
Payroll Taxes Payable	436.05
Total Other Current Liabilities	1,543.19
Total Current Liabilities	12,907.60
Total Liabilities	12,907.60
Equity	
Assigned - Maintenance	100,000.00
Fund Balance	
Unassigned	1,203,122.46
Total Fund Balance	1,203,122.46
Net Income	345,953.64
Total Equity	1,649,076.10
TOTAL LIABILITIES & EQUITY	1,661,983.70

**Lakeside WCID District 2B-General Fund
Profit & Loss**

October 2019 through September 2020

	Oct '19 - Sep 20
Ordinary Income/Expense	
Income	
Property Taxes	679,533.91
Wastewater Revenue	213,969.73
Water Revenue	346,370.59
	1,239,874.23
Total Income	
Expense	
Accounting Fees	20,210.00
Amenity Center Maintenance	123,906.98
Appraisal Fees	6,056.31
Audit Fees	10,500.00
Bond Paying Agent Fees	0.00
Cap Projects & Repairs-Sidewalk	2,013.98
Capital Outlay	
Amenity Center	14,683.44
	14,683.44
Total Capital Outlay	
Channel Maintenance	5,334.13
City of Pflugerville Fees	79,669.38
Director's Fees	11,100.00
Engineering	9,405.25
Fees	12,316.50
General Maintenance	7,055.45
Insurance	1,062.40
Lease Purchase Interest	92,475.02
Lease Purchase Principal	45,000.00
Legal Fees	61,077.63
Meal Reimbursement	1,324.21
Mileage Reimbursement	473.18
MS4 Permitting	
Engineering	420.00
Legal Fees	5,512.00
	5,932.00
Total MS4 Permitting	
Payroll tax expense	848.78
Property Tax Collection Fees	953.70
Wastewater Expense	213,969.73
Water Expense	186,422.60
	911,790.67
Total Expense	
Net Ordinary Income	328,083.56
Other Income/Expense	
Other Income	
Interest Income	17,870.08
	17,870.08
Total Other Income	
Net Other Income	17,870.08
Net Income	345,953.64

Lakeside WCID#2B - Capital Project Fund
Balance Sheet
As of September 30, 2020

	<u>Sep 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
ABC - Money Market	246,849.06
ABC - Operating Account	3,237.58
Total Checking/Savings	<u>250,086.64</u>
Other Current Assets	
Prepaid Park Expenses	2,000.00
Total Other Current Assets	<u>2,000.00</u>
Total Current Assets	<u>252,086.64</u>
TOTAL ASSETS	<u><u>252,086.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Operating	2,000.00
Total Other Current Liabilities	<u>2,000.00</u>
Total Current Liabilities	<u>2,000.00</u>
Total Liabilities	2,000.00
Equity	
Fund Balance	
Restricted	247,045.65
Total Fund Balance	247,045.65
Net Income	3,040.99
Total Equity	<u>250,086.64</u>
TOTAL LIABILITIES & EQUITY	<u><u>252,086.64</u></u>

Lakeside WCID#2B - Capital Project Fund
Profit & Loss
October 2019 through September 2020

	<u>Oct '19 - Sep 20</u>
Other Income/Expense	
Other Income	
Interest Income	3,040.99
Total Other Income	<u>3,040.99</u>
Net Other Income	<u>3,040.99</u>
Net Income	<u><u>3,040.99</u></u>

Lakeside WCID#2B - Debt Service Fund
Balance Sheet
As of September 30, 2020

	<u>Sep 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
ABC - Checking Account	490.93
ABC - Money Market	5,994.77
TexPool	<u>502,945.19</u>
Total Checking/Savings	509,430.89
Other Current Assets	
Property Taxes Receivable	<u>1,180.41</u>
Total Other Current Assets	<u>1,180.41</u>
Total Current Assets	<u>510,611.30</u>
TOTAL ASSETS	<u>510,611.30</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	<u>1,180.41</u>
Total Other Current Liabilities	<u>1,180.41</u>
Total Current Liabilities	<u>1,180.41</u>
Total Liabilities	1,180.41
Equity	
Restricted	530,758.67
Net Income	<u>-21,327.78</u>
Total Equity	<u>509,430.89</u>
TOTAL LIABILITIES & EQUITY	<u>510,611.30</u>

Lakeside WCID#2B - Debt Service Fund
Profit & Loss
October 2019 through September 2020

	<u>Oct '19 - Sep 20</u>
Income	
Bond Proceeds	5,295.45
Interest Income	9,169.51
Property Taxes	719,319.35
	<hr/>
Total Income	733,784.31
Expense	
Bond Payment Principal	390,000.00
Interest Expense	273,512.09
Paying Agent Fees	1,600.00
Transfer to Bond Refunding Agen	90,000.00
	<hr/>
Total Expense	755,112.09
Net Income	<hr/> -21,327.78 <hr/>



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5900
Facsimile: (512) 472-0532
www.lglawfirm.com

September 28, 2020

Lakeside WCID No 2-B
Montoya & Monzingo LLP
Attn Jeff Monzingo
P O Box 2029
Pflugerville, TX USA 78691-2029

Invoice: 97514914
Client: 1699
Matter: 0
Billing Attorney: DJK

INVOICE SUMMARY

For professional services and disbursements rendered through August 31, 2020:

RE: Lakeside WCID No 2-B

Professional Services	\$ 5,542.50
Total Disbursements	<u> \$ 5.00</u>
TOTAL THIS INVOICE	\$ 5,547.50

Rec'd 10/1/20



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532

www.lglawfirm.com

September 28, 2020

Lakeside WCID No 2-B
Montoya & Monzingo LLP
Attn Jeff Monzingo
P O Box 2029
Pflugerville, TX USA 78691-2029

Invoice: 97514915
Client: 1699
Matter: 3
Billing Attorney: DJK

INVOICE SUMMARY

For professional services and disbursements rendered through August 31, 2020:

RE: MS4 Permit Application

Professional Services	\$ 533.50
Total Disbursements	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 533.50

Rec'd 10/1/20

Montoya & Monzingo, LLP

P.O. Box 2029
Pflugerville, TX 78691
(512) 251-5668

Invoice

Date	Invoice #
10/5/2020	23934

Bill To
Lakeside WCID No. 2B P.O. Box 2029 Pflugerville, Texas 78691

Description	Amount
September 2020 accounting services.	2,057.50
Thank you for your business.	Total \$2,057.50

Rec'd 10/5/20

Aquatic Features, Inc.

6611 Burnet Lane
Austin, TX 78757



Invoice

Date	Invoice #
9/6/2020	202008993

Bill To
Lakeside WCID #2C c/o David Klein Lloyd Gosselink Rochelle & Townsend, PC 816 Congress Ave., Suite 1900 Austin TX 78701

Info

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Pond Maintenance: Invoice is for work done in preceding month from invoice date: Harrier Flight, Trail and North and South of Speidel Dr.	975.00	975.00
6	Pond dye	15.00	90.00
1	Algaecide: Captain XTR	43.00	43.00
1	Beneficial-engineered microbes to help digest sulfur smell, digestion of leaf/ plant material reduce sludge.	15.00	15.00
10	7/29/2020Algaephase 2 uppercopper sulfate5lbs	4.00	40.00
	8/10/2020Algaephase 2 lowercopper sulfate 5lbs		
	08/06/20Cattails#1 (small) 2cMUDAquaking40 oz.	1.00	160.00
	08/06/20Cattails#2 (Medium) 2cMUDGlyphosate80oz.		
	08/06/20Cattails#2 (Medium) 2cMUDAquaking40 oz.		
160	08/06/20Cattails#1 (small) 2cMUDGlyphosate80 oz.	1.00	160.00
	08/06/20Cattails#2 (Medium) 2cMUDGlyphosate80oz.		
	08/06/20Cattails#1 (small) 2cMUDAquaking40 oz.	8.25%	0.00
	08/06/20Cattails#2 (Medium) 2cMUDAquaking40 oz.		
	Travis sales tax	8.25%	0.00
		Total	\$1,323.00

#1=186.68
#2A=255.60
#2B=164.85
#2C=365.68
#2D=350.19

Phone #
(512) 301-3199

E-mail	Web Site
scott@aquaticfeaturesinc.com	aquaticfeaturesinc.com

Lomas Land Maintenance LLC
1151 FM 1660
Hutto, TX 78634 US
lomaslandscaping@live.com



INVOICE

BILL TO
Lakeside WCID #120
Blackhawk Community
Pflugerville, TX 78660

INVOICE # 871543
DATE 03/18/2020
DUE DATE 03/18/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Retention Pond at End of Talamore Dr Pflugerville, TX (Blackhawk)			0.00
	200 Commercial Maintenance	Retention pond mowed on 03/13/2020	1	245.00	245.00

BALANCE DUE

\$245.00

#1 = 34.57
#2A = 47.33
#2B = 30.53
#2C = 67.72
#2D = 64.82

Lomas Land Maintenance LLC
1151 FM 1660
Hutto, TX 78634 US
lomaslandscaping@live.com



INVOICE

BILL TO

Lakeside WCID #120
Blackhawk Community
Pflugerville, TX 78660

INVOICE # 872183

DATE 06/11/2020

DUE DATE 06/11/2020

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Retention Pond at End of Talamore Dr Pflugerville, TX (Blackhawk)			0.00
	200 Commercial Maintenance	Retention pond mowed on 06/01/2020	1	245.00	245.00

BALANCE DUE

\$245.00

#1 = 34.57
#2A = 47.33
#2B = 30.53
#2C = 67.72
#2D = 64.82



VICTOR INSURANCE MANAGERS INC.

BILLING NOTICE

Lakeside WCID #2B
po BO X1725
Austin, TX 78767

RE: Lakeside WCID #2B
1308053 - 035174

Policy Type:	BOND
Policy Number:	61BSBCP2692
Policy Term:	10/17/2020 through 10/17/2021

Notes: **Director's Bond**

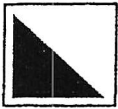
Premium	Amount
Gross Premium	\$200.00
Net Premium	\$200.00
Amount DUE	\$200.00

PREMIUM DUE DATE: 10/17/2020

Remit payments to:

Victor Insurance Managers Inc.
14288 Collections Center Drive
Chicago, IL 60693

Rec'd 10/3/20



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

INVOICE

248 Addie Roy Road, Suite B-103
Austin, Texas 78746
Phone 512.275.7300 Fax 512.275.7305

DATE: September 18, 2020
INVOICE # 503-2020

Bill To:

Mr. Jeff Monzingo, CPA
Montoya & Monzingo, LLP
203 Railroad Avenue North
Pflugerville, Texas 78660

Re: Lakeside Water Control & Improvement District #2B

DESCRIPTION	AMOUNT
Annual property tax rate setting advice, including rollback tax rate calculations and taxing authority reporting for 2020	\$ 3,000.00
TOTAL	\$ 3,000.00

Rec'd 9/24/20

Make all checks payable to **Specialized Public Finance Inc.**
If you have any questions concerning this invoice, contact Monica Melvin at 512.275.7300

THANK YOU FOR YOUR BUSINESS!

Lakeside Amenity Center Operations and Maintenance
For the Year Ended September 30, 2021

Due October 2020

	July, 2021 Wastewater Accounts		Contribution Needed to Meet Budget Per Residence	Projected Contribution	Park at Blackhawk HOA	Reserve at Westcreek HOA	Payment of 50% Park at Blackhawk HOA	Payment of 50% Reserve at Westcreek COA
Lakeside WCID No. 1	557	16.58%	265.14	\$ 147,680.92	\$ 110,506.64	\$ 37,174.28	\$ 55,253.32	\$ 18,587.14
Lakeside WCID No. 2A	387	11.52%	265.14	\$ 102,607.75	\$ 76,779.30	\$ 25,828.45	\$ 38,389.65	\$ 12,914.22
Lakeside WCID No. 2B	491	14.61%	265.14	\$ 130,181.93	\$ 97,412.50	\$ 32,769.43	\$ 48,706.25	\$ 16,384.71
Lakeside WCID No. 2C	976	29.05%	265.14	\$ 258,773.04	\$ 193,634.62	\$ 65,138.41	\$ 96,817.31	\$ 32,569.21
Lakeside WCID No. 2D	949	28.24%	265.14	\$ 251,614.36	\$ 188,277.93	\$ 63,336.43	\$ 94,138.96	\$ 31,668.21
Total	3,360	100.00%		\$ 890,858.00	\$ 666,611.00	\$ 224,247.00	\$ 333,305.50	\$ 112,123.50

		% of Total Maintenance
Park at Blackhawk HOA	\$ 666,611.00	74.83%
Reserve at Westcreek COA	\$ 224,247.00	25.17%
Total	\$ 890,858.00	100.00%

Employer Identification number (EIN) 74-2963879

Name (not your trade name) LAKESIDE WCID #2B

Trade name (if any) _____

Address P.O. BOX 2029
PFLUGERVILLE, TX 78691

Report for this Quarter of 2020
 (Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4) 1

2 Wages, tips, and other compensation..... 2

3 Federal income tax withheld from wages, tips, and other compensation..... 3

4 If no wages, tips, and other compensation are subject to social security or Medicare tax Check and go to line 6.

	Column 1		Column 2
5a Taxable social security wages	<input type="text" value="2850.00"/>	x 0.124 =	<input type="text" value="353.40"/>
5a (i) Qualified sick leave wages.....	<input type="text"/>	x 0.062 =	<input type="text"/>
5a (ii) Qualified family leave wages	<input type="text"/>	x 0.062 =	<input type="text"/>
5b Taxable social security tips	<input type="text"/>	x 0.124 =	<input type="text"/>
5c Taxable Medicare wages & tips	<input type="text" value="2850.00"/>	x 0.029 =	<input type="text" value="82.65"/>
5d Taxable wages & tips subject to Additional Medicare Tax withholding ...	<input type="text"/>	x 0.009 =	<input type="text"/>

5e Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d ... 5e

5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) 5f

6 Total taxes before adjustments. Add lines 3, 5e, and 5f 6

7 Current quarter's adjustment for fractions of cents 7

8 Current quarter's adjustment for sick pay 8

9 Current quarter's adjustments for tips and group-term life insurance 9

10 Total taxes after adjustments. Combine lines 6 through 9 10

11a Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 ... 11a

11b Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1. 11b

11c Nonrefundable portion of employee retention credit from Worksheet 1 11c

**LAKESIDE WCID 2B
PAYMENT REMITTANCE REPORT
AUGUST, 2020**

WATER BASE CHARGE

490 @ \$8.54 ea	\$4,184.60
-----------------	------------

WATER VOLUME CHARGE

3,005,000 gallons @ \$.70 per 1000 gallons	\$2,103.50
2,058,900 gallons @ \$.60 per 1000 gallons	\$1,235.34
1,916,300 gallons @ \$.55 per 1000 gallons	\$1,053.97

TOTAL PAYABLE TO LAKESIDE WCID 2B 10-4-130-630	\$8,577.41
---	-------------------

LAKESIDE WCID 2B
MONTHLY OPERATIONS REPORT
AUGUST, 2020

BILLING

Number of water gallons billed to customers:	6,980,200
Total water billed:	\$42,435.59
Number of water accounts:	490
Total wastewater billed:	\$19,464.83
Number of wastewater accounts:	490

TAP FEES

Number of 5/8" water tap fees collected:	0
Total 5/8" water tap fees collected:	\$0.00
Number of residential wastewater tap fees collected:	0
Total residential wastewater tap fees collected:	\$0.00

SECURITY DEPOSITS

Number of security deposits collected:	1
Total security deposits collected:	\$75.00

INSPECTIONS

Number of inspections performed:	0
----------------------------------	---

**LAKESIDE WCID 2B
AUGUST, 2020**

DUE MANVILLE:

GALS @ 3.50 PER 1000 GALS	6,980,200
	\$24,430.70
TOTAL DUE MANVILLE	\$24,430.70

DUE LAKESIDE WCID:

NUMBER OF ACCTS @ \$8.54 EA	490
AMOUNT	\$4,184.60
1-7000 GALS PER ACCT @ .70 PER 1000 GALS	3,005,000
AMOUNT	\$2,103.50
7-15000 GALS PER ACCT @ .60 PER 1000 GALS	2,058,900
AMOUNT	\$1,235.34
15+ GALS PER ACCT @ .55 PER 1000 GALS	1,916,300
AMOUNT	\$1,053.97
TOTAL DUE LAKESIDE WCID	\$8,577.41

DUE PFLUGERVILLE:

NUMBER OF ACCTS @ \$7.46 EA	490
AMOUNT	\$3,655.40
1-7000 GALS PER ACCT @ .45 PER 1000 GALS	3,005,000
AMOUNT	\$1,352.25
7-15000 GALS PER ACCT @ .75 PER 1000 GALS	2,058,900
AMOUNT	\$1,544.18
15+ GALS PER ACCT @ 1.50 PER 1000 GALS	1,916,300
AMOUNT	\$2,874.45
TOTAL DUE PFLUGERVILLE	\$9,426.28

TOTAL GALLONS	6,980,200
TOTAL BILLING	\$42,434.38

W2B -- LAKESIDE WCID #2B

YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	NET BASE TAX REVERSALS	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSALS	LRP COLLECTED	OTHER COLLECTED	PENALTY COLLECTED	TOTAL DISTRIBUTED
2002	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2003	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2004	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2005	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2006	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2008	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2009	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2010	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2011	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2012	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2013	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2014	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2015	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2016	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
2017	19.07	.00	.00	.00	.00 %	19.07	.00	.00	.00	.00	.00	.00
2018	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
TOTL	19.07	.00	.00	.00	.00 %	19.07	.00	.00	.00	.00	.00	.00
2019	1402302.37	2313.98-	1397843.00	123.09	1397719.91 99.84 %	2268.48	1245.46	.00	.00	.00	.00	1398965.37
ENTITY	1402321.44	2313.98-	1397843.00	123.09	1397719.91 99.84 %	2287.55	1245.46	.00	.00	.00	.00	1398965.37

Outstanding property tax receivable

Debt Service: 2017 = 11.01
2019 = 1169.40 > 1180.41

Operating: 2017 = 8.06
2019 = 1099.08 > 1107.14

Current tax rate

Operating: .47
Debt Service: .50
total: .97

Agenda Item No. 8

Discuss, consider, and take action concerning Website Design and Maintenance Agreement with Maxwebs Co.

**WEBSITE DESIGN AND MAINTENANCE
AGREEMENT FOR LAKESIDE WATER
CONTROL AND IMPROVEMENT DISTRICT
NO. 2B**

This Website Design and Maintenance Agreement (the “**Agreement**”) is entered into as of the last date of due execution (“**Effective Date**”) by and between LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B, a political subdivision of the State of Texas (“**District**”), and MAXWEBS CO., a Texas corporation in good standing, including its employees, agents, officers, directors, successors, assigns, subcontractors, suppliers and all other persons performing services or supplying goods on Maxwebs’s behalf (collectively, the “**Provider**”) (District and Provider are each, a “**Party**” and are collectively, the “**Parties**”).

WHEREAS, District and Provider desire to enter into this Agreement for the provision of certain goods and services by Provider to the District pertaining to the development and ongoing maintenance of a website for the District, according to the terms and conditions provided herein (the “**Work**”);

WHEREAS, Provider will provide District a website for the District to offer up-to-date information on matters related to the District’s business and other details required under applicable state and federal laws and regulations related thereto (collectively, “**Applicable Laws**”); and

WHEREAS, District is willing to pay for the costs of the Work according to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency and adequacy of which are hereby acknowledged, District and Provider agree as follows:

1. Website Design and Maintenance Terms.

(a) Term. The term of this Agreement between Provider and District will last one month, or thirty (30) days, or whichever is longer. Thereafter, this Agreement will automatically renew each subsequent month, unless and until District or Provider terminate this Agreement for convenience, without cost or penalty. However, as a condition precedent to termination for

convenience, the Party terminating the Agreement must provide the other Party with notice at least thirty (30) days prior to the proposed termination date.

(b) Scope of Work. The Work includes: (i) Provider will design, create, and establish a website for District on the internet to offer up-to-date information on matters (A) related to District’s business and/or (B) that are required under all Applicable Laws (the “**Website**”); (ii) District will provide Provider basic, initial District information for the Website and Provider will publish such information on the Website (the “**Initial Upload**”); and (iii) Provider will update, revise and maintain the Website on an ongoing basis to keep the content and materials on the Website current and in compliance with all Applicable Laws (the “**Services**”). Provider will secure and register the domain name for the Website, publish/establish the Website on the internet, and complete the Initial Upload no later than thirty (30) days after the Effective Date. Any request by District for Services must be provided in writing to Provider, and Provider will promptly complete the Services requested.

(c) Costs for Work. Except as otherwise specified herein, costs for the Work and Services contemplated under this Agreement shall be those contained in the Proposal to Develop a Website for Lakeside W.C.I.D. #2B, attached hereto and incorporated herein for all purposes as Exhibit A.

(i) Continuing Maintenance Fee. Provider will charge District a monthly maintenance and webhosting fee, which will include Services related to all updates to original pages and uploading of related documents, including but not limited to, relatively minor reformatting of pages. District will provide Provider the content for such updates and uploads, and Provider agrees to perform all updates and uploads requested by District in a timely manner. District will pay Provider one-hundred dollars (\$100.00) per month for this Service for as long as the term of this Agreement extends. Provider shall submit statements and/or invoices to District on a monthly basis, and District will pay such statements and/or invoices within forty five (45) days of receipt.

- (ii) Major Redesign and Major Additions. A “Major Redesign” or “Major Addition” includes major Website redesigns, or new page additions, but not updates or minor reformatting of pages as described in Section 1(c)(i), above. District acknowledges that it will provide the content used for the Major Redesigns and Additions, and Provider agrees to perform all Major Redesigns and Additions requested by District in a timely manner. District will pay Provider fifty dollars (\$50.00) per page of a Major Redesign or Addition. District may not unreasonably reject Provider’s designs that substantially comply with District written service requests. Fees for Major Redesigns and Additions shall be included in Provider’s monthly statements or invoices to District.
- (iii) Graphic Design. District will pay Provider fifty (\$50.00) dollars per hour for the graphic design of logos, maps, or related content. District must make payment for said graphic design by the end of the same calendar month, along with the regular monthly maintenance and webhosting fee and any fees for Major Redesigns or Additions. District may not unreasonably reject Provider’s designs that substantially comply with District written Service requests.
- (iv) Website. District will pay Provider \$1,500.00 to design, create, establish the Website and complete the Initial Upload.
- (v) Miscellaneous. District will pay for webhosting, domain name renewal, and other annual costs incurred by Provider in the performance of the Work. District acknowledges that notwithstanding a termination of this Agreement, that Provider may not pro-rate any annual costs if District terminates prior to the end of the calendar year.
- (d) Termination of Agreement. The Parties agree that the District owns the Website, webpages, and data contained on the Website and webpages at all times. Upon termination of this Agreement for any reason, the Parties agree that Provider will cooperate with District and transition the Website, webpages, and content contained therein from Provider to District. This requirement shall survive termination of this Agreement.
2. Ownership of Domain Name. Provider hereby acknowledges and agrees that the domain name of the Website shall remain the exclusive property of District; that all right, title and interest in and to such domain name is exclusively held by District; and all goodwill associated with such domain name inures solely to District.
3. Intellectual Property License. District hereby grants to Provider, for the term of this Agreement, a limited, non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce District’s seal and other recognizable signs, symbols, designs, logos, and/or maps (collectively, “Intellectual Property”), as applicable, that identify District on published materials on the Website related to the performance Provider’s obligations under this Agreement; provided, that such license is expressly conditional upon, and subject to, the following:
- (a) Provider is in compliance with all provisions of this Agreement;
- (b) Provider takes no action to damage the goodwill associated with the Intellectual Property, and refrains from any attempt to contest, attack, dispute, challenge, cancel, and/or oppose District’s right, title and interest in the Intellectual Property or its validity;
- (c) Provider makes no attempt to sublicense any rights under this Intellectual Property License; and
- (d) Provider complies with any requests District may make in relation to the Intellectual Property.
4. Independent Contractor. Provider acknowledges and agrees that it is furnishing the Work in the capacity of an independent contractor and that Provider and its personnel are not employees of District.
5. Limitation on Authority. Provider shall have no authority to act for or on behalf of District except as

expressly provided for herein; no other authority, power or use is granted or implied.

6. Permits, Certifications, and Licenses. Provider represents and warrants that it has determined what licenses, certifications and/or permits are required for the legally compliant execution or performance of this Agreement and has acquired all such applicable licenses, certifications, and/or permits.
7. No Consequential Damages and Limitation of Damages. Neither Party will be liable to the other Party or any other person or entity for any special, incidental, indirect, consequential, punitive, or exemplary damages, or loss of profits or revenues, anticipated or otherwise, in connection with or arising out of or relating to this Agreement or the subject matter hereof. The Parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither Party would enter into this Agreement.
8. INDEMNIFICATION. PROVIDER AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS DISTRICT, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, OWNERS, MANAGERS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, DESIGNEES AND AGENTS (COLLECTIVELY, "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, ACTIONS, SUITS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, (I) ARISING OUT OF OR RELATED TO ANY ACTS OR OMISSIONS, PERSONAL INJURY OR PROPERTY DAMAGE IN CONNECTION WITH PROVIDER'S OR PROVIDER'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, SUPPLIERS OF SUBCONTRACTORS, ORDER FULLFILLERS, INVITEES. AND ALL OTHER PERSONS PERFORMING THE WORK ON PROVIDER'S BEHALF IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH ACT, OMISSION, PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY OR

RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, (II) IN CONNECTION WITH ANY BREACH OR VIOLATION OF ANY OF THE TERMS OF THE AGREEMENT, INCLUDING ANY WARRANTY OR GUARANTEE, OR (III) DUE TO ANY CONTRAVENTION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE SUBJECT MATTER OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT. Notwithstanding anything herein to the contrary, any liability of District pursuant to a contractual indemnity and defense herein shall never exceed the limits of liability of District as a Texas governmental entity and/or limited district as provided by applicable law. The provisions of this section pertaining to District's limitations on indemnification and defense shall survive termination of the Agreement regardless of the cause for termination. Further, expiration or termination of this Agreement for any reason does not release Provider from any liability or obligation set forth in this Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this Agreement, including without limitation the provisions regarding warranty, indemnification, and rights and remedies upon termination.

9. No Waiver. District does not waive any privileges, rights, defenses, or immunities available to District by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. Any failure by District to enforce, or any delay in the enforcement of, any of the terms or conditions of the Agreement, or any privileges, rights, defenses, remedies, or immunities available to District under this Agreement or under applicable law, will not constitute a waiver by District or be considered a basis for estoppel, and will not affect or impair the Agreement in any way, or the right of District at any time to avail itself of such remedies for any breach of the Agreement. If the District exercises its right to avail itself of any remedy for a breach, Provider will remain liable to the District for

any and all costs and attorneys' fees associated with seeking and recovering such relief. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT NOTHING IN THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF EACH PARTY UNDER THE AGREEMENT, SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY OF THE PRIVILEGES, RIGHTS, DEFENSES, REMEDIES, OR IMMUNITIES AVAILABLE TO DISTRICT AS PROVIDED FOR UNDER APPLICABLE STATE OR FEDERAL LAW.

10. No Third Party Beneficiaries. Nothing in the Agreement shall confer upon any person other than the Parties to the Agreement any right, benefit or remedy of any nature whatsoever. Without limiting the foregoing, in no event will the District assume liability to any third party for any terms or conditions required of Provider in connection with the Agreement.
11. Non-Exclusivity. Notwithstanding any provision of the Agreement to the contrary, nothing herein is intended or will be construed as creating an exclusive arrangement with Provider. The Agreement will not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.
12. Tax-Exempt Status. District is exempt from Texas sales tax and Federal excise tax, and Provider acknowledges and agrees that District will not be liable for such taxes owed pursuant to the Agreement or otherwise.
13. Texas Ethics Commission Form 1295. Pursuant to Texas Government Code, Section 2252.908 and Texas Ethics Commission Rule 46, Provider shall file a Certificate of Interested Parties Form (Form 1295) with the District prior to approval of the Agreement.
14. No Conflicts of Interest. Provider represents and warrants that the provision of the Work or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
15. Right to Audit. Provider will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books,

records, and supporting documents kept current by Provider pertaining to this Agreement for purposes of inspecting, monitoring, auditing, or evaluating by District.

16. Public Information Act. Provider understands that District will comply with the Texas Public Information Act ("Act"), codified in Chapter 552 of the Texas Government Code, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Act. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with District pursuant to this Agreement, and not otherwise excepted from disclosure under the Act, available in a format that is accessible by the public at no additional charge to District.
17. Boycott Israel Prohibition. In accordance with Section 2270.002 of the Texas Government Code, Provider hereby represents and warrants that it does not, and shall not for the duration of this Agreement, boycott Israel as the term is defined by Section 808.001(1) of the Texas Government Code.
18. Foreign Terrorist Organizations.
 - (a) In accordance with Texas Government Code, Chapter 2252, Subchapter F, Provider hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).
 - (b) Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

19. False Statements. Provider represents and warrants that all statements and information in this Agreement are current, complete, true, and accurate. If it is subsequently determined that any of the representations, warranties, guarantees, certifications, or affirmations included in this Agreement are false, or if material misrepresentations are made during the performance of this Agreement, Provider will be in default and District may terminate or void this Agreement.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The actions performed by the Parties under this Agreement shall be deemed to have occurred in Travis County, Texas.
21. Severability and Compliance with Laws. If any provision of this Agreement is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the parties to this Agreement that that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Agreement will continue in full force and effect. Further, any alterations, additions, or deletions to the terms of this Contract that are required by changes in state and federal laws or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
22. Assignment. Neither Party may assign this Agreement or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement without the prior written consent of the other party, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void. Notwithstanding the foregoing, upon prior written notification to the other party, the District may assign this Agreement or assign, transfer or
- delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement to a successor in interest without such prior written consent.
23. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. “**Force majeure**” is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome; provided, however, that the term force majeure does not include the COVID-19 global pandemic.
24. Signature Authority. The Parties warrant and represent that the undersigned individuals executing this Agreement on their behalf are authorized to bind the Parties under this Agreement.
25. Binding Effect. This Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

Maxwebs Co.:

By: _____
Mark Maxwell, President

Date: _____

**Lakeside Water Control and Improvement District
No. 2B:**

By: _____
Marilyn Horndt, President of the District

Date: _____

ATTEST:

By: _____
Kenneth Whittier, Secretary of the District

Date: _____

Exhibit A

Proposal to Develop a Website for Lakeside W.C.I.D. #2B

Maxwebs Co. - Web Design and Maintenance

Owner: Mark Maxwell

Board of Directors
Lakeside W.C.I.D. #2B
c/o Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave.
Suite 1900
Austin, TX 78701

September 8, 2020

Proposal to Develop a Website for Lakeside W.C.I.D. #2B

Scope of Work:

Develop and maintain a website for Lakeside W.C.I.D. #2B and to provide online access all the information required by Texas Law. Other information can be included on the website to provide the District residents with transparency of District actions and also helpful neighborhood information.

Possible information that can be included on the website at the direction of the Board:

- a. Names of Directors
- b. Director Election Information
- c. Agendas
- d. Minutes
- e. District Financial Information to comply with SB 2 requirements
- f. Calendar of Meetings and other Events
- g. Contact Information & Services
- h. Links to Online Billing Services
- i. Service Applications
- j. Helpful information regarding other governments, and utilities
- k. Email Contact System (additional cost)

Breakdown of Startup costs:

- | | | |
|----|---|----------------------|
| 1. | Creation of website with features listed above, up to 15 pages:
50% Payable with Order | \$1500.00 |
| 2. | Register Domain Name, such as " lakesidewcid2b.com " (2 year term)
Payable with Order. | \$ 78.00 |
| 3. | Annual Webhosting Service:
(up to 25 pages, and 100 MB of storage) Payable with Order. | \$240.00/yr. |
| 4. | Official email account for directors. If chosen: | approx. \$240.00/yr. |

Continuing Monthly Maintenance Fee: \$100.00/mo.

Includes all updates to original pages and uploading related documents (agendas, updated applications, etc.). Updates are generally posted in less than 24-hours of receipt.

Additional Pages: If at a later date the client wishes to have additional pages added to the website, these would be created at a cost of \$50 per page.

Procedure: We generally meet with a designated Board Director, Committee or Manager to obtain initial direction for the website development, including color preferences, layout, photos, etc.

Timeframe: After the initial meeting, the preliminary site can be completed in 3-4 weeks. Once developed, the website will be made available for review by the designated Board Director and the Board. **50% of development cost is payable with the order, the balance upon completion.**

Experience: The owner of Maxwebs, Mark Maxwell, was Involved with the operation and management of a municipal utility district (approx. 3500 connections) and a limited district for 35 years. He has been developing websites, newsletters and other publications specifically for water districts for nearly 24 years. He is familiar with the legal requirements of district information postings. Maxwebs goal is to develop an attractive website that presents information on the district in an easy to navigate manner, and to keep the information on the site up-to-date.

Thank you for the opportunity to offer this proposal.

Mark Maxwell, Owner

Maxwebs Co.

maxwell@maxwebs.us