

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

TO: THE BOARD OF DIRECTORS OF LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C 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. 2C will hold a regular meeting, by teleconference, open to the public, on November 10, 2020 at 5:45 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. 2C 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 (877) 568-4106 and entering the following code: 298-356-181. 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 October 13, 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 audit of developer reimbursables in connection with the District's Use of \$558,935 in Surplus Bond Funds;
6. Discuss, consider, and take action as necessary concerning disbursement of bond proceeds, including accepting conveyance of facilities and real property in connection with the District's Use of \$558,935 in Surplus Bond Funds;
7. Discuss, consider, and take action as necessary concerning audit of developer reimbursables in connection with the District's \$1,500,000 Unlimited Tax Park Bonds, Series 2020A;
8. Discuss, consider, and take action as necessary concerning disbursement of bond proceeds, including accepting conveyance of facilities and real property in connection with the District's \$1,500,000 Unlimited Tax Park Bonds, Series 2020A;

9. Discuss, consider, and take action as necessary concerning First Amendment to Cost Share Agreement with Park at Blackhawk and Lakeside HOA;
10. 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;
11. Discuss, consider, and take action as necessary, including, but not limited to, funding for:
  - A. Trail Project;
  - B. Tennis Court Project; and
  - C. Basketball Court Fence Project;
12. Discuss, consider, and take action on approval of the payment of invoices and Bookkeeper's report;
13. Directors' items for next agenda and announcements from Board members; and
14. Adjournment.

EXECUTED this the 6th day of November 2020.

(District Seal)

  
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Attorney for District

## **Agenda Item No. 2**

Discuss, consider, and take action to approve minutes of October 13, 2020 regular meeting.

MINUTES OF MEETING  
OF  
BOARD OF DIRECTORS

THE STATE OF TEXAS

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§  
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COUNTY OF TRAVIS

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C

On October 13, 2020, at 5:45 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. 2C (“District”) held a regular meeting, open to the public, by a two-way, toll-free telephonic conference call accessible by dialing (877) 309-2073, then entering access code 670-708-901 (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:

David Wang	President
Scott Stratton	Vice President
Larry English	Secretary/Treasurer
Joshua Bridgefarmer	Assistant Secretary
Craig Twellmann	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 Matthew Tiemann of Rowe Lane Development, Ltd.; Jeff Monzingo of Montoya & Monzingo, LLP; Keith Collins of Randall Jones Engineering, Inc.; Bob West of West, Davis & Company; John Barganski of Specialized Public Finance, Inc.; Clayton Chandler of McCall Parkhurst & Horton, LLP; and David Klein and Maris Chambers, Attorneys, 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 then said that 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 District 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.

Director Wang called the meeting to order at 5:48 p.m. and announced that a quorum of the Board was in attendance (on the call). Next, Director Wang stated that the Board would next consider the approval of the minutes of the Board's September 15, 2020 regular meeting. Upon motion by Director English, seconded by Director Twellmann, and unanimously carried, the Board approved the minutes of the Board's September 15, 2020 regular meeting, as presented.

Director Wang stated that the Board would next receive public comment. No comments from the general public were received by the Board.

Director Wang stated that the Board would next receive a report from the District's Engineer. Mr. Collins stated that he was working through comments received from the City of Pflugerville in connection with the City's review of the site plan for the new amenity center project. He added that the project's site plan had also been submitted to Travis County for review. In connection with the pedestrian trails project within the greenbelt in Lakeside WCID No. 2D, Mr. Collins noted that he was working to address comments received from the Travis County Floodplain Administrator on the project.

The next item to come before the Board was to consider the award of the sale of the District's \$1,500,000 Unlimited Tax Park Bonds, Series 2020A. Mr. Barganski informed the Board that, at the close of bidding, the District was in receipt of six (6) bids. The bids received were from:

- HilltopSecurities with a bid resulting in a net effective interest rate of 2.341922%;
- Raymond James & Associates, Inc. with a bid resulting in a net effective interest rate of 2.355492%;
- Huntington Securities, Inc. with a bid resulting in a net effective interest rate of 2.370985%
- Robert W. Baird & Company, Inc. with a bid resulting in a net effective interest rate of 2.456385%;
- SAMCO Capital Markets with a bid resulting in a net effective interest rate of 2.478816%;
- and
- RBC Capital Markets with a bid resulting in a net effective interest rate of 2.584851%.

A copy of the bid tabulation is attached as Exhibit "B". Mr. Barganski informed the Board he had performed all necessary duties involved with verification of the bids received, and recommended that the Board accept the bid from HilltopSecurities, the low bidder. After discussion, upon motion by Director English, seconded by Director Bridgefarmer, and unanimously carried, the Board approved the award of the sale of the District's \$1,500,000 Unlimited Tax Park Bonds, Series 2020A to HilltopSecurities. After discussion, Mr. Barganski anticipated the expected closing date on these Bonds to be November 12, 2020.

Director Wang stated that the Board would next take action in connection with the adoption of a Resolution Authorizing The Issuance Of Lakeside WCID No. 2C \$1,500,000 Unlimited Tax Park Bonds, Series 2020A; Prescribing The Terms and Provisions Thereof; Making Provision For The Payment Of The Interest Thereon And The Principal Thereof; Levying And Pledging The Proceeds Of A Tax; Authorizing The Sale Of The Bonds; Authorizing A Paying Agent/Registrar Agreement; and Containing Other Provisions Relating To The Subject, a copy of which is attached

as Exhibit "C". Mr. Chandler presented the above-referenced resolution, utilizing finalized information obtained from the award of the sale of the District's bonds to HilltopSecurities. He stated that his firm would file the necessary documents with the Attorney General's Office for review and he reiterated that as the District's Bond Counsel, his firm would compile all District related documents into a transcript that is submitted to the Texas Attorney General for review. After discussion, upon motion by Director Twellmann, seconded by Director Stratton, and unanimously carried, the Board (i) adopted the resolution presented by Mr. Chandler, with such additional changes, insertions, or deletions necessary, appropriate, or convenient based upon comments received from the Texas Attorney General's Office, the Depository Trust Company, the paying agent/registrar, or the District's special tax counsel, in order to effectuate the delivery of the bonds at closing, authorize the President, in association with Bond Counsel, to approve any such changes to the resolution as may be necessary, and (ii) directed that the District's Bookkeeper establish all necessary bank accounts in the name of the District for the purpose of depositing proceeds received by the District from the sale of the District's bonds.

The next item to come before the Board was to consider the annual review of the District's Investment Policy. Mr. Klein noted that the Board was required to review and approve the District's Investment Policy on an annual basis. He added that upon review of the District's Investment Policy by his firm and Mr. Monzingo, the District's Investment Officer, no changes to the District's Investment Policy are recommended at this time. Upon motion by Director Stratton, seconded by Director Bridgefarmer, and unanimously carried, the Board adopted a resolution regarding its annual review of the District's Investment Policy, a copy of which is attached hereto as Exhibit "D".

Director Wang stated that he 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." Next, Mr. Collins presented a proposal from Concretex. He reiterated that at the Board's last meeting Concretex provided a quote for the replacement of approximately 950-feet of fence at a price of \$38,000, and that he had recommended that he be authorized to meet with Concretex personnel to determine what repairs were necessary in order to develop a more precise scope of services to be performed. Mr. Collins stated that Concretex's new quote lists areas of replacement and repair based on a priority system with Priority 1 requiring immediate attention, Priority 2 requiring attention within the next 12 months, and Priority 3 to be addressed within the next 2 years. Mr. Collins added that Concretex's proposal addressed an immediate need and called for the removal and reinstallation of 72 posts, and approximately 8 panels, and at least one top rail for a total cost of \$20,000. Mr. Monzingo stated that it was his understanding that the Park at Blackhawk and Lakeside Homeowners Association (the "HOA") would assume responsibility for administering the work associated with these repairs and payment would be made out of funds contributed by the Lakeside Districts for the operation and maintenance of District-owned facilities. Mr. Collins stated that this was his understanding as well. After discussion, Mr. Klein requested that the Board take action to accept the Concretex proposal and noted that the Joint Use and Maintenance Agreement had been amended to include that these types of facilities be included in the list of facilities to be operated and maintained by the HOA on the District's behalf.

Next, Mr. Collins presented a proposal from Lomas Land Maintenance (“Lomas”) for the removal of Hackberry trees engulfing chain link fences located at the retention pond outlet structures within the Estates of Rowe Lane, and included the removal of piles of brush dumped in the area over privacy fencing for a cost of \$3,560. He noted that this type of work was outside the scope of landscape maintenance services normally performed by Lomas. Mr. Collins stated that this work did not require District Board approval, but wanted to make the Board aware of this project as it was not a budgeted item. He stated that he would request that Lomas obtain address information associated with the piles of brush dumped over the privacy fencing of adjacent property owners so that the HOA could send out letters notifying these property owners that trash dumping on District property is not allowed.

Next, the Board recognized Mr. Tiemann, who noted that a work crew has been working on the water well used for landscape irrigation situated in front of the Blackhawk Amenity Center for the past two days. He informed the Board that it is not clear what the extent of the problems are. Mr. Tiemann stated that the casing appears to have sustained extensive corrosion along with oil intrusion. He noted that the water pump has been pulled and a cost estimate has been requested along with possible options for a long-term solution as oil infused irrigation water is detrimental to the landscaping. Next, Mr. Tiemann addressed the proposal submitted by a resident for the installation of trails and park benches surrounding the retention pond located off of Speidel Drive and Hodde Lane. He informed the Board that this proposal would be discussed at the next Amenity Center Subcommittee meeting, but wanted to alert the Board that the Park at Blackhawk and Lakeside Homeowners Association has been receiving lots of inquiries from the resident who submitted the proposal and may want to approach the District directly concerning the status of their proposal. Mr. Tiemann stated that information was being gathered concerning the cost and feasibility of the project and would be presented to the Amenity Center Subcommittee to determine if there was interest in pursuing such a project.

Director Wang stated that the Board would next consider the payment of invoices and Bookkeeper’s report. Mr. Monzingo distributed a list of current invoices and money transfers, copies of which are attached hereto as Exhibit “F”. Mr. Monzingo requested that the Board authorize the transfer of \$78,000 from the District’s Money Market Account to the District’s Checking Account in order to pay bills. He also recommended that the Board consider the transfer of \$482,945 out of the District’s TexPool Investment Account to the District’s Money Market Account in order to maximize interest income. After discussion, upon motion by Director Stratton, seconded by Director English, and unanimously carried, the Board approved the payment of invoices and money transfers, as recommended.

The next item to come before the Board was to consider action concerning a District website, including management of same. Mr. Klein presented this item. He began noting that the Board had previously discussed options for creating its own website, including an option to share the Lakeside WCID No. 1 District website template, as well as, soliciting proposals for such services for consideration. He added that last month the Board was presented with a proposal from Maxwebs Co., a copy of which is attached hereto as Exhibit “G”. Mr. Klein reiterated that according to Maxwebs Co.’s proposal, creation of the District’s website and the loading of initial content would cost \$1,500, with an annual hosting service fee of \$240 and a \$100 per month fee

for maintenance. Mr. Klein stated that at the Board's last meeting action in connection with Maxwebs Co.'s proposal was postponed pending further investigation into the intricacies associated with working with Lakeside WCID No. 1 on this issue. He stated that upon further consideration, the Lakeside WCID No. 1 Board was of the opinion that work to replicate the website platform may prove more complicated than first anticipated. Mr. Klein stated that upon further consideration entering into an agreement with Maxwebs Co. appears to be a cost effective solution for creating its own website. He noted that Lakeside WCID Nos. 2A, 2B, and 2D have engaged the services of Maxwebs Co. to create their own websites consistent with their proposal and he recommended that the Board consider engaging the serves of Maxwebs Co. for this service. After discussion, upon motion by Director Stratton, seconded by Director Bridgefarmer, and unanimously carried, the Board approved the above-referenced proposal from Maxwebs Co. for creation of a District website 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.

After discussion, there being no further business, and upon motion made by Director Stratton, seconded by Director English, and unanimously carried, the meeting was adjourned at 6:24 p.m. until further call.

PASSED, APPROVED AND ADOPTED THIS 10th day of November, 2020.

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Larry English, Secretary

[DISTRICT SEAL]

## **Agenda Item No. 5**

Discuss, consider, and take action as necessary concerning audit of developer reimbursables in connection with the District's Use of \$558,935 in Surplus Bond Funds.

**Report on the Application of  
Certain Agreed-Upon Procedures**

**relating to**

**Lakeside Water Control  
And Improvement District No. 2C**

**Use of \$558,935 of  
Surplus Series 2019 & 2020 Bond Proceeds**

# WEST, DAVIS & COMPANY

A LIMITED LIABILITY PARTNERSHIP

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## INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Directors  
Lakeside Water Control and Improvement District No. 2C  
c/o Lloyd, Gosselink Rochelle & Townsend  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701

We have performed the procedures described below, which were agreed to by you, with respect to the accompanying Calculation of Amounts to be Reimbursed to Developers (Schedule A) and the Comparison of Costs Schedule to the Interoffice Memorandum (Schedule B). Our report was made for the purpose of providing you with information relating to the Use of Surplus Series 2019 and 2020 Bond proceeds. The District's management is responsible for the District's accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors and the Texas Commission on Environmental Quality (TCEQ), the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which our report has been requested or for any other purpose. The procedures we performed are summarized as follows:

1. Information for the use of surplus bond proceeds was obtained from the TCEQ Staff Memo dated October 29, 2020 approving the use of \$558,935 in surplus bond funds.
2. Information for the costs to be reimbursed to the developers was obtained from the inspection of reimbursable costs and related supporting documentation obtained from the Developer and the District's Engineer. Our procedures included inspecting supporting documentation and calculations regarding these costs.
3. Non-construction costs to be funded from this bond issue were obtained from invoices and discussions with various parties who are to be reimbursed from this bond issue.
4. We computed interest due the Developer based on financing agreements between the District and the Developer.

Because the above procedures do not constitute an examination made in accordance with generally accepted auditing standards, we do not express an opinion on the accompanying schedules. If we had performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the attached Schedules A and B and does not extend to any financial statements of the District taken as a whole. This report is intended solely for the use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

*West, Davis & Company*

Austin, Texas  
November 10, 2020

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2019 AND 2020 BOND ISSUE SURPLUS FUNDS**

**In Accordance with Utility Construction Agreements**

**Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006**

**AS OF NOVEMBER 10, 2020**

<u>Description</u>	<u>Developer A - Rowe Lane Development, Ltd. And Assigns</u>			
	<u>% Complete (Date Complete)</u>	<u>Total Cost</u>	<u>Reimbursable Cost<sup>2</sup></u>	<u>Interest<sup>1</sup></u>
<b><u>DEVELOPER ITEMS</u></b>				
<b>DeNucci Constructors</b>				
(Water, Wastewater & Drainage)	100%			
Lakeside at Blackhawk III, Phase 3	Oct-18	\$ 812,373		
Less: Ineligible Items		(29,291)		
Less: Amount Funded with Bond Issue No. 9		(238,000)		
Less: Deferred to Future Issue		(242,082)		
Net to Developer A			303,000	
Interest Accrued at 3.054090%				21,734
<b>Rodman Construction Company</b>				
Water, Wastewater, Drainage & Pond	100%			
Speidel Dr, Section 2	May-08	\$ 1,271,018		
Less: Developer's Share		(184,006)		
Less: Ineligible Amount		(53,536)		
Less: Other District's Share		(650,059)		
Less: Amount Funded with Bond Issue No. 7		(368,574)		
Net to Developer A			14,843	
Interest Accrued at 3.054090%				2,458
<b><u>DISTRICT ITEMS</u></b>				
<b>Manville Water Supply Company</b>				
Water Connection Fees-50	100%			
Lakeside at Blackhawk III, Phase 4		140,000		
Net to Developer A			140,000	
Interest Accrued at 3.054090%				1,406

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2019 AND 2020 BOND ISSUE SURPLUS FUNDS**

In Accordance with Utility Construction Agreements

Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006

**AS OF NOVEMBER 10, 2020**

Description	<u>Developer A - Rowe Lane Development, Ltd. And Assigns</u>			
	<u>% Complete (Date Complete)</u>	<u>Total Cost</u>	<u>Reimbursable Cost<sup>2</sup></u>	<u>Interest<sup>1</sup></u>
<b><u>DISTRICT ITEMS</u></b>				
<b>City of Pflugerville</b>				
Wastewater Connection Fees-50	100%			
Park at Blackhawk III, Phase 4		68,100		
Net to Developer A			68,100	
Interest Accrued at 3.054090%				684
<b>TOTAL DUE DEVELOPER A AND ASSIGNS</b>			<b><u>525,943</u></b>	<b><u>26,282</u></b>
<b>TOTAL TO BE PAID FROM SERIES 2019 AND 2020 SURPLUS BOND FUNDS</b>				<b><u>\$ 552,225</u></b>

Note 1: Interest was based on an expected reimbursement date of November 10, 2020. In addition, the District was granted a waiver of the two year limit on interest accrual.

Note 2: The District applied for and was granted by the Texas Commission on Environmental Quality (TCEQ) an exception to the 30% Developer Contribution requirement. Therefore, these reimbursements are at 100% of the Developer's Cost.

**SCHEDULE B**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**COMPARISON OF ACTUAL COSTS WITH COST SUMMARY  
AS APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

<u>Cost Item</u>	Costs	Costs Paid	Total	Previously	Total Paid	Interoffice	Variance	% Variance
	Reimbursed to	Directly by	Paid	Reimbursed	and	Memorandum	Over or	Over or
	<u>Developers</u>	<u>District</u>	<u>(1)+(2)</u>	<u>Costs</u> <sup>4</sup>	<u>(3)+(4)</u>	<u>Total</u>	<u>(5)-(6)</u>	<u>(7)/(6)X100</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>Construction Costs</b>								
<b>Developer Items:</b>								
Lakeside at Blackhawk III, Phase 3 (/W/WW/D)	303,000		303,000		303,000	303,000	-	0%
Speidel Drive, Section 2 (W/WW/D)	14,843		14,843		14,843	14,843	-	0%
<b>District Items:</b>								
Lakeside at Blackhawk III, Phase 4 (Water Fees)	140,000		140,000		140,000	140,000	-	0%
Lakeside at Blackhawk III, Phase 4 (WW Fees)	68,100		68,100		68,100	68,100	-	0%
<b>TOTAL CONSTRUCTION COSTS</b>	<b>525,943</b>	<b>-</b>	<b>525,943</b>	<b>-</b>	<b>525,943</b>	<b>525,943</b>	<b>-</b>	
<b>Non-Construction Costs</b>								
Developer Interest	26,282	-	26,282	-	26,282	27,906	(1,624)	-6%
Application Costs	-	3,103	3,103	-	3,103	5,086	(1,983)	-39%
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>26,282</b>	<b>3,103</b>	<b>29,385</b>	<b>-</b>	<b>29,385</b>	<b>32,992</b>	<b>(3,607)</b>	
<b>TOTAL SURPLUS FUNDS USED</b>	<b>\$ 552,225</b>	<b>\$ 3,103</b>	<b>\$ 555,328</b>	<b>\$ -</b>	<b>\$ 555,328</b>	<b>\$ 558,935</b>	<b>\$ (3,607)</b>	

**SCHEDULE C**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CASH RECONCILIATION SURPLUS FUNDS No. 3  
AS OF NOVEMBER 10, 2020**

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**CASH RECEIPTS:**

Surplus Funds Available		\$ 555,327.50
<b>Total Receipts</b>		<u><b>555,327.50</b></u>

**CASH DISBURSEMENTS:**

District's General Fund:		
Surplus Funds Application Report Costs	\$ 1,002.50	
Texas Commission on Environmental Quality Feed	<u>100.00</u>	1,102.50
Developer A - Rowe Lane Development, Ltd. and Assigns		
Classic Bank (FBO Seth Tiemann)	1% 5,522.25	
Classic Bank (FBO Luke Tiemann)	1% 5,522.25	
Laura Theis	1% 5,522.25	
Matthew Tiemann	4% 22,089.00	
International Bank of Commerce (FBO Rowe Lane Development, Ltd.)	33% 182,234.25	
SLF IV-Blackhawk, LP	60% <u>331,335.00</u>	552,225.00
West, Davis and Company		
Developer Reimbursement Report		<u>2,000.00</u>
<b>Total Cash Disbursements</b>		<u><b>555,327.50</b></u>

**SURPLUS FUNDS**

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## **Agenda Item No. 6**

Discuss, consider, and take action as necessary concerning disbursement of bond proceeds, including accepting conveyance of facilities and real property in connection with the District's Use of \$558,935 in Surplus Bond Funds.

**UTILITY CONVEYANCE AGREEMENT  
BETWEEN ROWE LANE DEVELOPMENT, LTD.  
AND LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C  
(\$558,935 in Surplus Funds)**

This Utility Conveyance Agreement ("*Agreement*") is made and entered into by and between **Rowe Lane Development, Ltd.**, a Texas limited partnership (herein, "*Seller*") and **Lakeside Water Control and Improvement District No. 2C**, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code (herein, the "*District*"). Seller and District are each, a "*Party*," and collectively, the "*Parties*."

**RECITALS**

WHEREAS, the District furnishes water and wastewater service to the land within its boundary;

WHEREAS, Seller and District have previously entered into an agreement dated August 26, 2003, entitled "Agreement for the Construction and Purchase of Utility Facilities and Reimbursement for Eligible Costs," as amended December 14, 2004 and May 9, 2006 (the "*Reimbursement Agreement*") providing for reimbursement to the Seller of certain costs of water, wastewater and drainage facilities to serve the District;

WHEREAS, Seller has acquired land and caused to be constructed certain water, wastewater and drainage facilities for use to serve the District; and

WHEREAS, Seller wishes to convey to the District, and the District wishes to take title to such real and personal property, pursuant to the Reimbursement Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Seller and District contract and agree as follows:

1. **Definitions.**
  - (a) **Construction Contracts:** Contracts pursuant to which the Facilities (defined herein) were constructed and installed by the contractor.
  - (b) **Facilities:** The Facilities are those improvements, rights, and capacities set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.
2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, assigns and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more

completely described in the plans and specifications described in Section 4(h) herein, which are incorporated herein by reference.

3. **Assignment.** Seller hereby assigns all of its rights under the Construction Contracts to District and agrees to make provision for the transfer of any performance and payment bonds, and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts.
4. **Representations by Seller.** Seller represents to District that:
  - (a) **Title.** All the properties of Seller covered by this Agreement are hereby conveyed to District, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.
  - (b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way which are adequate and sufficient to permit District to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to District whether or not expressly described herein.
  - (c) **Possession.** Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.
  - (d) **Legal Proceedings.** There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold under this Agreement, and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed under this Agreement.
  - (e) **Known Defects.** Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed under this Agreement are free of known defects, either legal or technical, that would prohibit District's use of the Facilities or other properties to be conveyed under this Agreement.
  - (f) **Authorization.** This Agreement, including the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.
  - (g) **No Violation of Other Contracts.** This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

- (h) “Record” or “As-Built” Drawings and Engineer’s Certificate. Contemporaneously with the execution of this Agreement, Seller has provided District with a complete set of “record or as-built” drawings, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.
5. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST DISTRICT BY REASON OF CONSTRUCTION OF THE FACILITIES.
6. Expenses. Except as specifically set forth herein, each Party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated by the Agreement. All ad valorem or property taxes applicable to the Facilities arising prior to the effective date of this Agreement, including, without limitation, all taxes for 2019, shall be the obligation of Seller.
7. Further Assurances. Seller agrees that from time to time and upon the request of District, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and delivered under this Agreement, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to make commercially reasonable efforts to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits of any such contracts or rights.
8. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.
9. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the Parties. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties.
10. No Waiver. Nothing herein shall waive, discharge, satisfy, modify or limit any rights or obligations of the Parties with respect to the Reimbursement Agreement, except as specifically provided in Section 7 of this Agreement.

***Remainder of page intentionally left blank; signature pages follow immediately.***

This Agreement to be effective as of the \_\_\_\_th day of \_\_\_\_\_, 2020.

**ROWE LANE DEVELOPMENT, LTD.,**  
a Texas Limited Partnership

By: Tiemann Land and Cattle Development, Inc.,  
a Texas corporation,  
its General Partner

\_\_\_\_\_  
Matthew R. Tiemann, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020,  
by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas  
corporation, general partner of Rowe Lane Development, Ltd., a Texas limited partnership, on  
behalf of said partnership.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C**

By: \_\_\_\_\_  
David Wang, President, Board of Directors

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020, by David Wang, President, Board of Directors of Lakeside Water Control and Improvement District No. 2C, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**Exhibit A**  
**The Facilities**

1. Water, wastewater, and drainage facilities serving Lakeside at Blackhawk III, Phase 3, a subdivision located in Travis County, Texas, and recorded in Document No. \_\_\_\_\_ of the Official Public Records of Travis County, Texas, and contained within the boundaries of the District, and constructed pursuant to a contract with DeNucci Constructors, LLC, dated \_\_\_\_\_.
  
2. Water, wastewater, and drainage facilities serving Speidel Drive, Section 2, a subdivision located in Travis County, Texas, and recorded in Document No. \_\_\_\_\_ of the Official Public Records of Travis County, Texas, and contained within the boundaries of the District, and constructed pursuant to a contract with DeNucci Constructors, LLC, dated \_\_\_\_\_.

**STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

§

**AFFIDAVIT AS TO NO LIENS**

BEFORE ME, the undersigned authority, on this day personally appeared Matthew R. Tiemann, who, being by me first duly sworn, upon his oath says:

“I am the President of Tiemann Land and Cattle Development, Inc., a Texas Corporation, general partner of Rowe Lane Development, Ltd., a Texas limited partnership, which, in association with the execution of that certain Utility Conveyance Agreement Between Rowe Lane Development, Ltd. and Lakeside Water Control and Improvement District No. 2C, executed contemporaneously herewith, conveys effective this day to LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C all of said limited partnership’s right, title, and interest in and to certain water, wastewater, and drainage facilities and improvements constructed to serve the property located within the District.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefore, and there are no liens of any nature whatsoever against said facilities.”

FURTHER AFFIANT SAYETH NOT.

**ROWE LANE DEVELOPMENT, LTD.**

a Texas Limited Partnership

By: Tiemann Land and Cattle Development, Inc.,  
a Texas Corporation,  
its General Partner

\_\_\_\_\_  
Matthew R. Tiemann, President

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, General Partner of Rowe Lane Development, Ltd., a Texas limited partnership, on behalf of said partnership.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**Agenda Item No. 7**

Discuss, consider, and take action as necessary  
concerning audit of developer  
reimbursables in connection with the District's  
\$1,500,000 Unlimited Tax Park Bonds,  
Series 2020A.

**Report on the Application of  
Certain Agreed Procedures**

**relating to**

**Lakeside Water Control  
And Improvement District No. 2C**

**\$1,500,000 Series 2020A Park Bonds**

# WEST, DAVIS & COMPANY

A LIMITED LIABILITY PARTNERSHIP

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## INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Directors

Lakeside Water Control and Improvement District No. 2C

c/o Lloyd, Gosselink Rochelle & Townsend

816 Congress Avenue, Suite 1900

Austin, Texas 78701

We have performed the procedures described below, which were agreed to by you, with respect to the accompanying Calculation of Amounts to be Reimbursed to Developers (Schedule A), the Comparison of Costs Schedule to the Interoffice Memorandum (Schedule B) and Cash Reconciliation (Schedule C). Our report was made for the purpose of providing you with information relating to the use of proceeds of the \$1,500,000 Lakeside Water Control and Improvement District No. 2C (District) Unlimited Tax Park Bonds, Series 2020A. The District's management is responsible for the District's accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors and the Texas Commission on Environmental Quality (TCEQ), the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which our report has been requested or for any other purpose. The procedures we performed are summarized as follows:

1. Information for the use of proceeds was obtained from the TCEQ order dated August 18, 2020 approving the \$1,500,000 Bond Issue, which included the interoffice staff memorandum.
2. Information for the costs to be reimbursed to the developers was obtained from the inspection of reimbursable costs and related supporting documentation obtained from the Developer and the District's Engineer. Our procedures included inspecting supporting documentation and calculations regarding these costs.
3. Non-construction costs to be funded from this bond issue were obtained from invoices and discussions with various parties who are to be reimbursed from this bond issue.
4. We computed interest due the Developer based on financing agreements between the District and the Developer.

Because the above procedures do not constitute an examination made in accordance with generally accepted auditing standards, we do not express an opinion on the accompanying schedules. If we had performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the attached Schedules A, B and C and does not extend to any financial statements of the District taken as a whole. This report is intended solely for the use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

*West, Davis & Company*

Austin, Texas

November 10, 2020

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2020A PARK BOND ISSUE PROCEEDS  
In Accordance with Utility Construction Agreements  
Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006**

**AS OF NOVEMBER 10, 2020**

Description	% Complete (Date Complete)	Developer A - Rowe Lane Development, Ltd. And Assigns		
		Total Cost	Reimbursable Cost	Interest <sup>1</sup>
<b><u>DISTRICT ITEMS</u></b>				
<b>DNT Construction</b>				
(Hike & Bike Trail)	100%			
Lakeside at Blackhawk, Section 5	Jan-15	\$ 849,705		
Less Ineligible Items		(37,188)		
Less Other District's Share		(693,586)		
Net to Developer A			118,931	
Interest Accrued at 2.341922%				14,653
<b>Rodman Construction</b>				
(Ponds 1A & 1B)	100%			
Speidel Drive - Phase 2	Feb-08	\$ 1,271,018		
Less Ineligible Items		(900,680)		
Less Developer's Share		(184,006)		
Less Other Districts' Share		(117,953)		
Less Amount Deferred to Future		(14,843)		
Net to Developer A			53,536	
Interest Accrued at 2.341922%				6,772
<b>Rodman Construction</b>				
(Recreational Improvements)	100%			
Speidel Drive - Phase 2, Revision 3	Feb-08	\$ 582,325		
Less: Other Districts' Share		(400,533)		
Net to Developer A			181,792	
Interest Accrued at 2.341922%				22,741
<b>Appraised Value</b>				
(Blackhawk Amenity Center)	100%			
Less Depreciation		\$ 2,677,000		
Less Other Districts' Share		(412,940)		
Less Other Districts' Share		(1,557,258)		
Less Amount Deferred to Future		(50,802)		
Net to Developer A			656,000	
Interest Ineligible due to Appraisal				-

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2020A PARK BOND ISSUE PROCEEDS  
In Accordance with Utility Construction Agreements  
Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006**

**AS OF NOVEMBER 10, 2020**

<u>Description</u>	<u>% Complete</u> <u>(Date Complete)</u>	<u>Developer A - Rowe Lane Development, Ltd. And Assigns</u>		
		<u>Total</u> <u>Cost</u>	<u>Reimbursable</u> <u>Cost</u>	<u>Interest</u> <sup>1</sup>
<b><u>DISTRICT ITEMS</u></b>				
<b>Contech Engineered Solutions</b>				
(Trail Improvements)	100%			
Lakeside at Blackhawk, Section 5	Jul-15	\$ 24,200		
Less: Other Districts' Share		<u>(12,100)</u>		
Net to Developer A			12,100	
Interest Accrued at 2.341922%				1,417
<b>KRM Concrete Construction</b>				
(Trail Improvements)	100%			
Park at Blackhawk, Section 6	Nov-06	\$ 17,600		
Less: Other Districts' Share		<u>(12,272)</u>		
Net to Developer A			5,328	
Interest Accrued at 2.341922%				624
<b>Redd's Landscaping</b>				
(Fishing Piers, Irrigation & Landscaping)	100%			
Pond 1	Oct-08	\$ 350,981		
Less: Other Districts' Share		<u>(253,052)</u>		
Net to Developer A			97,929	
Interest Accrued at 2.341922%				3,424 <sup>2</sup>
<b>Captex Concrete</b>				
(Hike & Bike Trail Connection)	100%			
Pedestrian Bridge	Oct-16	\$ 9,570		
Less: Other Districts' Share		<u>(5,445)</u>		
Net to Developer A			4,125	
Interest Accrued at 2.341922%				391
<b>Randall Jones Engineering</b>				
<b>Various Other Vendors</b>				
(Engineering, etc. Hike & Bike, Lakeside Sec 5)	100%			
		134,302		
Less: Ineligible Items		<u>(122,516)</u>		
Net to Developer A			11,786	
Interest Accrued at 2.341922%				1,588

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2020A PARK BOND ISSUE PROCEEDS  
In Accordance with Utility Construction Agreements  
Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006**

**AS OF NOVEMBER 10, 2020**

<u>Description</u>	<u>Developer A - Rowe Lane Development, Ltd. And Assigns</u>			
	<u>% Complete</u> <u>(Date Complete)</u>	<u>Total</u> <u>Cost</u>	<u>Reimbursable</u> <u>Cost</u>	<u>Interest</u> <sup>1</sup>
<b><u>DISTRICT ITEMS</u></b>				
<b>Randall Jones Engineering</b>				
<b>Various Other Vendors</b>	100%			
(Engineering, etc. Speidel Ph 2 Ponds 1A & 1B)		347,221		
Less: Ineligible Items		<u>(339,563)</u>		
Net to Developer A			7,658	
Interest Accrued at 2.341922%				1,083
<b>Randall Jones Engineering</b>				
<b>Various Other Vendors</b>	100%			
(Engineering, etc Speidel Ph 2 Rev 3)		88,263		
Less: Ineligible Items		<u>(60,709)</u>		
Net to Developer A			27,554	
Interest Accrued at 2.341922%				3,394
<b>Robert Berlinger</b>	100%			
(Engineering, etc on Fishing Piers)		57,544		
Less: Ineligible Items		<u>(48,506)</u>		
Net to Developer A			9,038	
Interest Accrued at 2.341922%				<u>1,058</u>
<b>TOTAL DUE DEVELOPER A AND ASSIGNS</b>			<u>1,185,777</u>	<u>57,145</u>

**SCHEDULE A**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPERS  
FROM SERIES 2020A PARK BOND ISSUE PROCEEDS  
In Accordance with Utility Construction Agreements  
Dated August 26, 2003, and amended December 14, 2004, and May 9, 2006**

**AS OF NOVEMBER 10, 2020**

<u>Description</u>	<u>% Complete</u> <u>(Date Complete)</u>	<u>Developer B - KS Capital, Ltd.</u>		
		<u>Total</u> <u>Cost</u>	<u>Reimbursable</u> <u>Cost</u>	<u>Interest</u> <sup>1</sup>
<b><u>DISTRICT ITEMS</u></b>				
<b>Kraftsman Playground &amp; Park</b> (Basketball Court & Playscape)	100%			
Reserve at Westcreek	Nov-06	\$ 49,427		
Less: Other Districts' Share		<u>(33,997)</u>		
Net to Developer B			15,430	
Interest Accrued at 2.341922%				<u>71</u> <sup>2</sup>
<b>TOTAL DUE DEVELOPER B AND ASSIGNS</b>			<u>15,430</u>	<u>71</u>
<b>TOTAL TO BE PAID FROM SERIES 2020A PARK BOND ISSUE PROCEEDS</b>				<u><u>\$ 1,258,423</u></u>

Note 1: Interest is based on an expected reimbursement date of November 12, 2020. In addition, the District was granted a waiver of the two year limit on interest accrual.

Note 2: Interest is not included for project costs in excess of \$25,000 that were not publicly bid.

Note 3: Interest is not included for project costs based on appraisals.

**SCHEDULE B**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**COMPARISON OF ACTUAL COSTS WITH COST SUMMARY  
AS APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

<u>Cost Item</u>	Costs	Costs Paid	Total	Projected	Total Paid	Interoffice	Variance	% Variance
	Reimbursed to	Directly by	Paid		and			
	<u>Developers</u>	<u>District</u>	<u>(1)+(2)</u>	<u>Costs</u>	<u>(3)+(4)</u>	<u>Total</u>	<u>(5)-(6)</u>	<u>(7)/(6)X100</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>Construction Costs</b>								
<b>District Items:</b>								
Lakeside at Blackhawk, Section 5 (Hike & Bike Trail)	118,931	-	118,931	-	118,931	118,931	-	0%
Speidel Drive, Section 2 (Ponds 1A & 1B)	53,536	-	53,536	-	53,536	53,536	-	0%
Speidel Drive, Sec 2 Revision 3 (Recreational Imprvts)	181,792	-	181,792	-	181,792	181,792	-	0%
Blackhawk Amenity Center	656,000	-	656,000	-	656,000	656,000	-	0%
Lakeside at Blackhawk, Section 5 (Trail Improvement	12,100	-	12,100	-	12,100	12,100	-	0%
Park at Blackhawk, Section 6 (Trail Improvements)	5,328	-	5,328	-	5,328	5,328	-	n/a
Reserve at Westcreek (BB Court & Playscape)	15,430	-	15,430	-	15,430	15,430	-	0%
Pond 1 (Fishing Piers, Irrigation & Landscaping)	97,929	-	97,929	-	97,929	97,929	-	0%
Hike & Bike Trail Connection (Pedestrian Bridge)	4,125	-	4,125	-	4,125	4,125	-	0%
Engineering on Above Items	56,036	-	56,036	-	56,036	56,036	-	0%
<b>TOTAL CONSTRUCTION COSTS</b>	<b>1,201,207</b>	<b>-</b>	<b>1,201,207</b>	<b>-</b>	<b>1,201,207</b>	<b>1,201,207</b>	<b>-</b>	
<b>Non-Construction Costs</b>								
Legal Fees-Bond Counsel	-	40,000	40,000	-	40,000	40,000	-	0%
Legal Fees-Disclosure Counsel	-	8,500	8,500	-	8,500	-	8,500	n/a
Financial Advisor Fees	-	30,000	30,000	-	30,000	30,000	-	0%
Developer Interest	57,216	-	57,216	-	57,216	104,622	(47,406)	-45%
Bond Underwriter's Discount	-	30,713	30,713	-	30,713	45,000	(14,287)	-32%
Bond Application Report	-	35,000	35,000	-	35,000	35,000	-	0%
Bond Issuance Costs	-	42,883	42,883	-	42,883	38,921	3,962	10%
Attorney General Fee (0.10%)	-	1,500	1,500	-	1,500	1,500	-	0%
TCEQ Bond Issuance Fee (0.25%)	-	3,750	3,750	-	3,750	3,750	-	0%
Surplus Funds <sup>3</sup>	-	-	-	49,231	49,231	-	49,231	n/a
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>57,216</b>	<b>192,346</b>	<b>249,562</b>	<b>49,231</b>	<b>298,793</b>	<b>298,793</b>	<b>-</b>	
<b>TOTAL BOND ISSUE</b>	<b>\$ 1,258,423</b>	<b>\$ 192,346</b>	<b>\$ 1,450,769</b>	<b>\$ 49,231</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	

Note 4: Surplus Funds resulted from savings on Interest.

**SCHEDULE C**

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**

**CASH RECONCILIATION SERIES 2020A PARK BOND ISSUE**

**AS OF NOVEMBER 10, 2020**

**CASH RECEIPTS:**

Principal Amount		\$ 1,500,000.00
Accrued Interest		1,082.81
Underwriter's Discount		(30,712.75)
<b>Total Receipts</b>		<b><u>1,470,370.06</u></b>

**CASH DISBURSEMENTS:**

District's General Fund:		
Bond Application Report Costs	\$ 35,000.00	
Legal	2,738.00	
Miscellaneous	639.25	
Attorney General Fee	<u>1,500.00</u>	39,877.25
District's Debt Service Fund:		
Capitalized Interest	-	
Accrued Interest	<u>1,082.81</u>	1,082.81
Developer A - Rowe Lane Development, Ltd. and Assigns		
Classic Bank (FBO Seth Tiemann)	1% 12,429.22	
Classic Bank (FBO Luke Tiemann)	1% 12,429.22	
Laura Theis	1% 12,429.22	
Matthew Tiemann	4% 49,716.88	
International Bank of Commerce (FBO Rowe Lane)	33% 410,164.26	
SLF IV-Blackhawk, LP	<u>60% 745,753.20</u>	1,242,922.00
Developer B - KS Capital, Ltd. and Assigns		
McCall, Parkhurst & Horton		15,501.00
Bond Counsel Fee	40,000.00	
Miscellaneous Expenses	<u>3,867.13</u>	43,867.13
McCall, Parkhurst & Horton		
Disclosure Counsel Fee		8,500.00
Specialized Public Finance		
Financial Advisory Fee	30,000.00	
Miscellaneous Expenses	<u>5,500.00</u>	35,500.00
West, Davis and Company		
Developer Reimbursement Report		14,500.00
Moody's Investors Service		13,000.00
i-Deal		1,000.00
Island		543.18
S&P Global Market Intelligence		696.00
Texas Commission on Environmental Quality		3,750.00
UMB Bank		400.00
<b>Total Cash Disbursements</b>		<b><u>1,421,139.37</u></b>

**SURPLUS FUNDS**

**\$ 49,230.69**

## **Agenda Item No. 8**

Discuss, consider, and take action as necessary concerning disbursement of bond proceeds, including accepting conveyance of facilities and real property in connection with the District's \$1,500,000 Unlimited Tax Park Bonds, Series 2020A.

**UTILITY CONVEYANCE AGREEMENT  
BETWEEN ROWE LANE DEVELOPMENT, LTD.  
AND LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C  
(\$1,500,000 Unlimited Tax Bonds, Tenth Issue, Series 2020)**

This Utility Conveyance Agreement ("**Agreement**") is made and entered into by and between **Rowe Lane Development, Ltd.**, a Texas limited partnership (herein, "**Seller**") and **Lakeside Water Control and Improvement District No. 2C**, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code (herein, the "**District**"). Seller and District are each, a "**Party**," and collectively, the "**Parties**."

**RECITALS**

WHEREAS, the District furnishes water and wastewater service to the land within its boundary;

WHEREAS, Seller and District have previously entered into an agreement dated August 26, 2003, entitled "Agreement for the Construction and Purchase of Utility Facilities and Reimbursement for Eligible Costs," as amended December 14, 2004 and May 9, 2006 (the "**Reimbursement Agreement**") providing for reimbursement to the Seller of certain costs of water, wastewater and drainage facilities to serve the District;

WHEREAS, Seller has acquired land and caused to be constructed certain water, wastewater and drainage facilities for use to serve the District; and

WHEREAS, Seller wishes to convey to the District, and the District wishes to take title to such real and personal property, pursuant to the Reimbursement Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Seller and District contract and agree as follows:

1. **Definitions.**
  - (a) **Construction Contracts:** Contracts pursuant to which the Facilities (defined herein) were constructed and installed by the contractor.
  - (b) **Facilities:** The Facilities are those improvements, rights, and capacities set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.
2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, assigns and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more

completely described in the plans and specifications described in Section 4(h) herein, which are incorporated herein by reference.

3. Assignment. Seller hereby assigns all of its rights under the Construction Contracts to District and agrees to make provision for the transfer of any performance and payment bonds, and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts.
4. Representations by Seller. Seller represents to District that:
  - (a) Title. All the properties of Seller covered by this Agreement are hereby conveyed to District, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.
  - (b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way which are adequate and sufficient to permit District to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to District whether or not expressly described herein.
  - (c) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.
  - (d) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold under this Agreement, and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed under this Agreement.
  - (e) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed under this Agreement are free of known defects, either legal or technical, that would prohibit District's use of the Facilities or other properties to be conveyed under this Agreement.
  - (f) Authorization. This Agreement, including the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.
  - (g) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

- (h) “Record” or “As-Built” Drawings and Engineer’s Certificate. Contemporaneously with the execution of this Agreement, Seller has provided District with a complete set of “record or as-built” drawings, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.
5. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST DISTRICT BY REASON OF CONSTRUCTION OF THE FACILITIES.
6. Expenses. Except as specifically set forth herein, each Party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated by the Agreement. All ad valorem or property taxes applicable to the Facilities arising prior to the effective date of this Agreement, including, without limitation, all taxes for 2019, shall be the obligation of Seller.
7. Further Assurances. Seller agrees that from time to time and upon the request of District, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and delivered under this Agreement, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to make commercially reasonable efforts to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits of any such contracts or rights.
8. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.
9. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the Parties. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties.
10. No Waiver. Nothing herein shall waive, discharge, satisfy, modify or limit any rights or obligations of the Parties with respect to the Reimbursement Agreement, except as specifically provided in Section 7 of this Agreement.

***Remainder of page intentionally left blank; signature pages follow immediately.***

This Agreement to be effective as of the \_\_\_\_ th day of \_\_\_\_\_, 2020.

**ROWE LANE DEVELOPMENT, LTD.,**  
a Texas Limited Partnership

By: Tiemann Land and Cattle Development, Inc.,  
a Texas corporation,  
its General Partner

\_\_\_\_\_  
Matthew R. Tiemann, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ th day of \_\_\_\_\_, 2020, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, general partner of Rowe Lane Development, Ltd., a Texas limited partnership, on behalf of said partnership.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C**

By: \_\_\_\_\_  
David Wang, President, Board of Directors

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020, by David Wang, President, Board of Directors of Lakeside Water Control and Improvement District No. 2C, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**Exhibit A**  
**The Facilities**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

**AFFIDAVIT AS TO NO LIENS**

BEFORE ME, the undersigned authority, on this day personally appeared Matthew R. Tiemann, who, being by me first duly sworn, upon his oath says:

“I am the President of Tiemann Land and Cattle Development, Inc., a Texas Corporation, general partner of Rowe Lane Development, Ltd., a Texas limited partnership, which, in association with the execution of that certain Utility Conveyance Agreement Between Rowe Lane Development, Ltd. and Lakeside Water Control and Improvement District No. 2C, executed contemporaneously herewith, conveys effective this day to LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C all of said limited partnership’s right, title, and interest in and to certain water, wastewater, and drainage facilities and improvements constructed to serve the property located within the District.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefore, and there are no liens of any nature whatsoever against said facilities.”

FURTHER AFFIANT SAYETH NOT.

**ROWE LANE DEVELOPMENT, LTD.**

a Texas Limited Partnership

By: Tiemann Land and Cattle Development, Inc.,  
a Texas Corporation,  
its General Partner

\_\_\_\_\_  
Matthew R. Tiemann, President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, General Partner of Rowe Lane Development, Ltd., a Texas limited partnership, on behalf of said partnership.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**UTILITY CONVEYANCE AGREEMENT  
BETWEEN KS CAPITAL, LTD.  
AND LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C  
(\$1,500,000 Unlimited Tax Bonds, Tenth Issue, Series 2020)**

This Utility Conveyance Agreement ("**Agreement**") is made and entered into by and between **KS Capital, Ltd.**, a Texas limited partnership (herein "**Seller**"), and **Lakeside Water Control and Improvement District No. 2C**, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code (herein the "**District**") (Seller and District are each, a "**Party**," and are collectively, the "**Parties**").

**RECITALS**

WHEREAS, the District furnishes water and wastewater service to the land within its boundary;

WHEREAS, Seller and District have previously entered into that certain "Agreement for Construction and Purchase of Recreational Facilities and Reimbursement for Eligible Costs Regarding the Reserve at West Creek Amenity Center," dated September 11, 2007, providing for reimbursement to the Seller of certain costs of the design and construction of the Reserve at Westcreek Amenity Center;

WHEREAS, Seller has acquired land and caused to be constructed recreational facilities for use to serve the District; and

WHEREAS, Seller wishes to convey to the District, and the District wishes to take title to such real and personal property, pursuant to the Reimbursement Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Seller and District contract and agree as follows:

1. **Definitions.**

(a) **Construction Contracts:** Contracts pursuant to which the Facilities (defined herein) were constructed and installed by the contractor.

(b) **Facilities:** The Facilities are those improvements, rights, and capacities set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.

2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, assigns and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options, charges,

assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 4(h) herein, which are incorporated herein by reference.

3. Assignment. Seller hereby assigns all of its rights under the Construction Contracts to District and agrees to make provision for the transfer of any performance and payment bonds, and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts.

4. Representations by Seller. Seller represents to District that:

(a) Title. All the properties of Seller covered by this Agreement are hereby conveyed to District, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way which are adequate and sufficient to permit District to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to District whether or not expressly described herein.

(c) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(d) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold under this Agreement, and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed under this Agreement.

(e) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed under this Agreement are free of known defects, either legal or technical, that would prohibit District's use of the Facilities or other properties to be conveyed under this Agreement.

(f) Authorization. This Agreement, including the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(g) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(h) "Record" or "As-Built" Drawings and Engineer's Certificate. Contemporaneously with the execution of this Agreement, Seller has provided District with a

complete set of “record or as-built” drawings, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST DISTRICT BY REASON OF CONSTRUCTION OF THE FACILITIES.

6. Expenses. Except as specifically set forth herein, each Party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated by the Agreement. All ad valorem or property taxes applicable to the Facilities arising prior to the effective date of this Agreement, including, without limitation, all taxes for 2017, shall be the obligation of Seller.

7. Further Assurances. Seller agrees that from time to time and upon the request of District, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and delivered under this Agreement, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to make commercially reasonable efforts to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits of any such contracts or rights.

8. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

9. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the Parties. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties.

10. No Waiver. Nothing herein shall waive, discharge, satisfy, modify or limit any rights or obligations of the Parties with respect to the Reimbursement Agreement, except as specifically provided in Section 7 of this Agreement.

[remainder of page intentionally blank]

This Agreement to be effective as of the \_\_\_\_ th day of \_\_\_\_\_, 2020.

**KS CAPITAL, LTD.**, a Texas Limited Partnership

By: **KS Capital GP, Inc.**, a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Jean Pelissero,  
President and Treasurer

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ th day of \_\_\_\_\_, 2020,  
by Jean Pelissero, President and Treasurer of KS Capital GP, Inc., a Texas corporation, general  
partner of KS Capital GP, Ltd., a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public Signature

(Seal)

**LAKESIDE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2C**

By: \_\_\_\_\_  
David Wang, President,  
Board of Directors

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_th day of \_\_\_\_\_, 2020,  
by David Wang, President, Board of Directors of Lakeside Water Control and Improvement  
District No. 2C, a water control and improvement district operating pursuant to Chapters 49 and  
51 of the Texas Water Code.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT A**

**FACILITIES**

1. An undivided 31.22% interest in the basketball court and playscape recreational facilities serving the Reserve at Westcreek, a condominium regime established pursuant to that certain Condominium Declaration for Reserve at Westcreek, recorded as Document No. 2006224774 in the Official Public Records of Travis County, Texas, and constructed pursuant to contracts with \_\_\_\_\_, dated \_\_\_\_\_.

## **Agenda Item No. 9**

Discuss, consider, and take action as necessary  
concerning First Amendment to Cost  
Share Agreement with Park at Blackhawk and  
Lakeside HOA.

**FIRST AMENDMENT TO COST SHARING AGREEMENT  
FOR MASONRY FENCE REPAIRS**

This FIRST AMENDMENT TO COST SHARING AGREEMENT FOR MASONRY FENCE REPAIRS (“*Amendment*”), effective as of the last date of due execution, is entered into by and between Lakeside Water Control and Improvement District No. 2C (the “*District*”), a conservation and reclamation district operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended, and the Park at Blackhawk and Lakeside Homeowners Association, Inc. (the “*HOA*”), a Texas nonprofit corporation. The District and the HOA are each, a “*Participant*,” and are collectively, the “*Participants*.”

**RECITALS**

**WHEREAS**, the Participants entered into a certain “Cost Sharing Agreement for Masonry Fence Repairs” (the “*Agreement*”), dated February 12, 2019, to provide terms and conditions regarding the sharing of costs for the repair and replacement of approximately 500 linear feet of a shared stone-look precast concrete fence, located within landscaping areas directly adjacent to and within the boundaries of the District;

**WHEREAS**, other areas of masonry fencing within the District and Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, and 2D (collectively, the “*Districts*”) have now been identified as needing repair, and it is reasonable to anticipate that such fencing in other areas within the Districts will need repair from time to time;

**WHEREAS**, consequently, the Participants now desire to amend the Agreement to broaden the scope of its applicability, accordingly; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Participants agree as follows:

**AMENDMENT**

1. **Applicability.** The Agreement is hereby amended by replacing Section 1, “Masonry Fence,” in its entirety with the following:

“1. **Applicability.** The terms and conditions of this Agreement apply to all fences and walls no higher than eight (8) feet that are (A) located directly adjacent to and within the boundaries of the Districts and (B) are on and along the common boundary of (i) property owned by one or more of the Districts and (ii) adjoining property owned by the HOA or any person, persons, entity, or entities other than the Districts (collectively, the “*Fences*”). The term “Fences” includes wrought iron and stone-look precast concrete fences, but not sound barrier walls, retaining walls used for roadway purposes, or fences for subdivisions and lots.”

2. Ownership Interest. The Agreement is hereby amended by replacing Section 2, "Ownership Interest," in its entirety with the following:  
  
"2. Ownership Interest. The Participants confirm and agree that their participation in the repair and/or replacement of Fences under this Agreement shall have no effect on the ownership of said Fences."
3. Repair and/or Replacement Responsibility. The Agreement is hereby amended by replacing Section 3, "Allocation of Costs," in its entirety with the following:  
  
"3. Allocation of Costs. The Participants acknowledge and agree that they shall each be responsible for fifty percent (50%) of the total cost of any Fence repairs and/or replacements, including contract administration costs."
4. Entire Agreement. The Agreement, as amended hereby, constitutes the full and entire understanding and agreement between the Participants regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to such subject matter.
5. Effect of this Amendment. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any inconsistency or conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Agreement as amended by this Amendment.
6. Defined Terms. The defined terms in the Agreement shall have the same meaning in this Amendment, except as otherwise provided in this Amendment.
7. Authority and Representations. Each Participant executing this Amendment warrants and represents that the individual executing this Amendment on its behalf has the authority and power to execute this Amendment for the entity on behalf of which he or she executes this Amendment.
8. Severability. If any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Participants hereto that the remainder of this Amendment shall not be affected thereby, and it is also the intention of the Participants to this Amendment that in lieu of each provision of this Amendment that is illegal, invalid, or unenforceable, there be added as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.
9. Waiver. Any failure by a Participant hereto to insist, or any election by a Participant hereto not to insist, upon strict performance by the other Participant of any of the terms, provisions, or conditions of this Amendment shall not be deemed to be a waiver thereof or

of any other term, provision, or condition hereof, and such Participant shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

10. Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.
11. Venue. Venue shall be in the court of proper jurisdiction located in Travis County, Texas.
12. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement, with the same effect as if all Participants hereto had signed the same document.

*[Signature pages follow immediately]*

The Participants have executed this Amendment, to be effective as of the latest date indicated below.

**THE PARK AT BLACKHAWK AND LAKESIDE HOMEOWNERS ASSOCIATION, INC.** a Texas nonprofit corporation

By: \_\_\_\_\_  
Eddie Garcia, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2C**, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code

By: \_\_\_\_\_  
David Wang, President

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

## **Agenda Item No. 10**

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**  
**November 3, 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. UPDATE: 11/3/20- The replacement tunnel, which was under warranty, was delivered yesterday to the amenity center. We hope to have it installed within the next week.

**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. UPDATE: 11/3/20 Fence crete repairs continue off Speidel Dr in multiple locations
- 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: 11/3/20: unfortunately our vendor has backed out on this project. They were unable to meet the requirements of provided details in cost and labor, so I decided to cancel order. I will be looking at other vendors for work and will submit request to WCID boards once I have gathered more information.

**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

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

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

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

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

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

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

**GL**

GL for landscaping is the clean up of the green belt and tree trimming  
GL for office supplies is the fridge went in the office

**Upcoming Projects:**

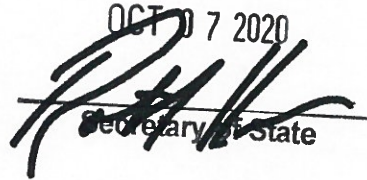
- 1.
- 2.



GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3pm O'CLOCK

OCT 7 2020  
  
Secretary of State

The Honorable Ruth R. Hughs  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

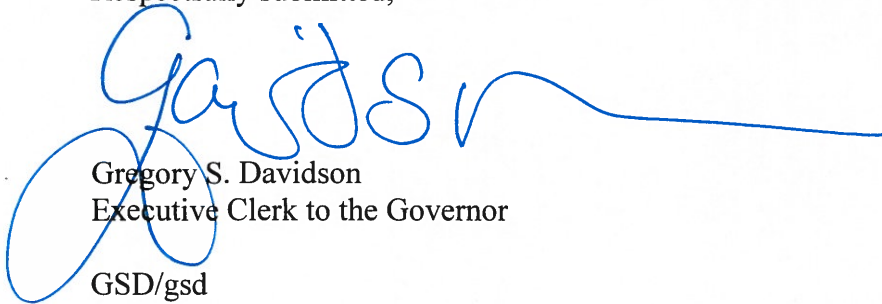
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19 disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

  
Gregory S. Davidson  
Executive Clerk to the Governor  
GSD/gsd

Attachment

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
October 7, 2020

EXECUTIVE ORDER  
GA 32

*Relating to the continued response to the COVID-19 disaster as Texas reopens.*

---

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3PM O'CLOCK

OCT 07 2020

July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; *provided, however, that:*

1. There is no occupancy limit for the following:
  - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
  - b. religious services, including those conducted in churches, congregations, and houses of worship;
  - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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SECRETARY OF STATE  
3pm O'CLOCK

OCT 07 2020

- d. child-care services;
  - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
  - f. recreational sports programs for youths and adults;
  - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
  - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
  - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.
- “Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at [www.dshs.texas.gov/ga3031](http://www.dshs.texas.gov/ga3031).
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
- a. amusement parks;
  - b. water parks;
  - c. swimming pools;
  - d. museums and libraries; and
  - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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SECRETARY OF STATE  
3pm O'CLOCK

OCT 07 2020

6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
  - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
  - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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3PM O'CLOCK

OCT 07 2020

services.

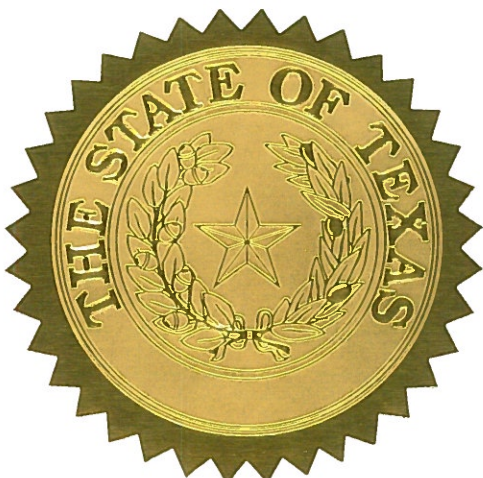
14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th  
day of October, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT  
Governor

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SECRETARY OF STATE  
3pm O'CLOCK

OCT 07 2020

ATTESTED BY:



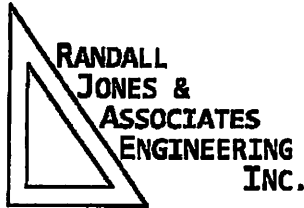
\_\_\_\_\_  
RUTH R. HUGHS  
Secretary of State

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SECRETARY OF STATE  
3pm O'CLOCK

OCT 07 2020

## **Agenda Item No. 11A**

Discuss, consider, and take action as necessary, including, but not limited to, funding for Trail Project.



2900 JAZZ STREET, ROUND ROCK, TEXAS 78664

October 23, 2020

Lakeside WCID 2A  
Mr. Lawrence Shellaby, President  
c/o Lloyd Gosselink  
816 Congress Ave., Suite 1900  
Austin, Texas 78701

RE: Lakeside WCID 2A Speidel Pond Trail Plan

Dear Mr. Shellaby:

Thank you for the opportunity to provide you with this proposal to prepare a site plans for your Lakeside WCID 2A Speidel Pond Trail Plan project located in the Travis County and the City of Pflugerville ETJ. The Project consists of one trail segment to be designed and construction plans prepared in the form of a site plan to be submitted to the City of Pflugerville and Travis County for review and approval. The trail will start at the existing sidewalk along Speidel Drive on the west side of the existing detention pond. The trail will go north and loop around the detention pond and tie back into the sidewalk along Speidel on the East side of the detention pond. The trail will be 6' in width and will be approximately 1,780 lf in length.

**Surveys:**

RJE/RJS will prepare a design survey for the purposes of the site plan preparation including locating surface improvements, trees greater than 8" diameter and topography along the segment routes. It is assumed that the land for the trails is located within existing plats and open space lots and or drainage/access easements and that public access is provided to the route survey. No additional platting work or easements are included within this proposal for the trail improvements.

Surveys - Estimated Fee = \$2,000

**Site Plan:**

Based on an approved conceptual layout showing the location and dimensions of the proposed trail, RJE will prepare a site plan for submittal and approval by the governing jurisdictions noted above. The site plan will include on the ground topographic surveys for design of the site grading and location of existing features, including trees 8" in diameter and greater within the trails limits (for purposes of this contract-25' wide). RJE will prepare construction drawings for the proposed concrete trail. The trail grading/profile will be in accordance with ADA requirements with maximum cross-slope of 2%, maximum transverse grade of 5%. Sections requiring grades steeper than 5% will require ramps with pedestrian railings up to a maximum grade of 8.3% for 30' at which point a 5' landing will be required at maximum 2% grade. The trail grading will be designed to minimize disturbance and to maintain existing drainage patterns, flow paths, and provide for proper drainage of the trail.

This proposal does not include structural design for any concrete structures that may be required. Nor does it include geotechnical investigations, electrical or dry utility design. The scope of work does not included review and approval of ADA elements and a separate Registered Accessibility Specialist will be

(512) 836-4793 • FAX 512-836-4817  
TBPE REG NO. F-9784

required to review and submit the plans to the Texas Department of Licensing and Registration. The scope of work also excludes any FEMA related applications, studies or Letter of Map Revision if required by the reviewing agencies. Environmental studies and mitigation for impacts to jurisdictional waters are not included in the scope of this proposal, an outside consultant will need to be retained if any environmental reports are required for this project. The proposed fee includes the design, submittal and responding to one round of comments from the City and County. Additional comments and any variances will be performed on an hourly time and material basis. All permitting fees, review fees and fiscal posting will be the responsibility of the Client

Site Plan- Estimated Fee = \$5,500

If you find this proposal acceptable, please sign below. If you have any questions or need any additional information, please call.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sincerely,

A handwritten signature in blue ink, appearing to read 'R Brent Jones', with a long horizontal stroke extending to the right.

R Brent Jones, P.E.  
President

**Randall Jones & Associates Engineering, Inc.**

2900 JAZZ STREET, ROUND ROCK, TX 78664

Phone: (512) 836-4793 Fax: (512) 836-4817

TBPE Reg Number: F-9784

**Speidel Pond Trail Cost Estimate**

RJE Job # 717

23-Oct-20

JKC

TRAIL	QUANTITY	UNIT	COST	TOTAL
Clearing	1,978	SY	\$ 1.00	\$ 1,977.78
Excavation	1,187	SY	\$ 2.00	\$ 2,373.33
6' Concrete Trail	1,780	LF	\$ 30.00	\$ 53,400.00
Tie to existing trail	2	EA	\$ 250.00	\$ 500.00
Park Benches	3	EA	\$ 750.00	\$ 2,250.00
Landscaping and Irrigation	1	LS	\$ 17,000.00	\$ 17,000.00
Revegetation and Cleanup	1,978	SY	\$ 3.00	\$ 5,933.33
Silt Fence	1,780	LF	\$ 2.50	\$ 4,450.00
Inlet Protection	1	EA	\$ 100.00	\$ 100.00
Concrete wash out	1	EA	\$ 500.00	\$ 500.00
Stabilized Construction Entrance	1	EA	\$ 1,200.00	\$ 1,200.00
Staking	1,780	LF	\$ 1.15	\$ 2,047.00

Sub-Total Improvements	\$	91,731.44
Contingency	10% \$	9,173.14
<b>Total Trail Improvements</b>	\$	<b>100,904.59</b>

# Trail

Write a description for your map.



Google Earth

© 2020 Google



## Proposal to enhance *Park at Blackhawk* retention pond into communal park

Submitted by: Brittany Kleppe  
May 15, 2020



**BLACKHAWK**  
PARK • LAKESIDE • RETREAT

**Objective:** The purpose of this proposal is to request the improvement of the *Park at Blackhawk* retention pond located adjacent to Spiedel Drive between the current Amenity Center and Hoddle lane. [See pictures below].



**Problem Statement:** Despite existing amenities, the newer development areas of the Blackhawk community lack finished communal spaces compared to other areas of the community and neighboring communities like Commons at Rowe and Avalon.



*Picture taken near Blackhawk Lakeside trail behind Blackhawk amenity center.*

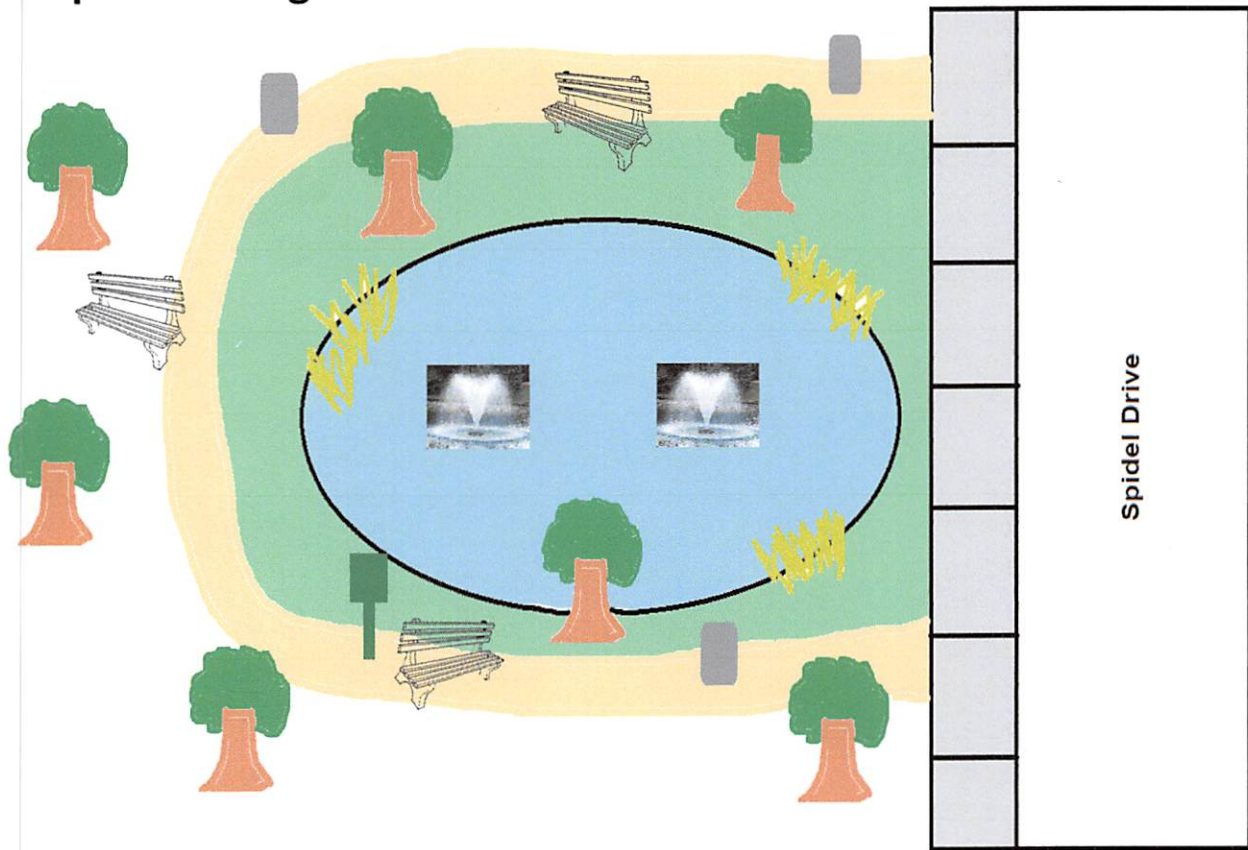


*Picture taken near Commons by Rowe amenity center walking trail.*

**Proposed Solution:** Develop 6ft wide decomposed granite walking trail around existing retention pond, improve landscaping to include mature trees, shrubs, and plants, add park benches, fountains in pond, trash bins, and dog waste stations to create an outdoor communal area for residents of Blackhawk to gather and enjoy.



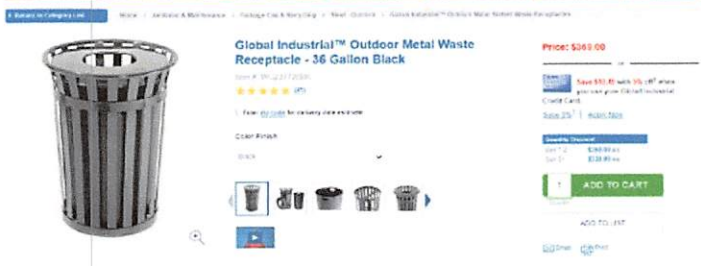
**Proposed Design:**



**Estimated Costs and Budget:** The estimates below are based on the improvements identified on the prior page. Costs estimate were researched and gathered via consumer retail vs wholesale pricing. Final budget contingent upon labor costs and Blackhawk landscape supplier.

**Total estimated cost projected: \$10,860**

Item	Source	Quantity	Cost Per Unit	Total Cost
Approx. 60 estimated cubic yards of decomposed granite	Whittlesey Landscape Supply	60	\$33	\$ 1,980.00
Mature trees, shrubbery, and other landscape	<i>Current Blackhawk landscape provider</i>			\$ 3,000.00
Outdoor Steel bench with backrest	Global Industrial	5	\$281	\$ 1,405.00
Pet waste eliminator station	Petwaste eliminator.com	3	\$129	\$ 387.00
Outdoor Metal Waste receptacle	Global Industrial	2	\$369	\$ 738.00
Arch fountain	ThePondguy	1	\$350	\$ 350.00
Estimated manual labor for landscaping	<i>Current Blackhawk landscape company</i>	3 days of labor	\$1000	\$ 3,000.00
<b>Grand Total Estimated Cost</b>				<b>\$ 10,860.00</b>



## **Agenda Item No. 11B**

Discuss, consider, and take action as necessary, including, but not limited to, funding for Tennis Court Project.

**AO Services**

751 County Road 261  
Georgetown, TX 78633  
(512) 426-0677  
tim@adventuresoutback.com



**ADDRESS**

Goodwin TX

Estimate 1289

DATE 03/02/2020

EXPIRATION DATE 03/25/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/02/2020	<p><b>Sales</b>            120' x 120' concrete pad 4" thick            #3 rebar            16" OC            3500psi concrete</p> <p>Cinder block return wall</p> <p>10' galvanized chain link fence            9GA 1 3/4" fabric            1 7/8" CQ-20 Top Rail, 2 3/8"            CQ-20 line Post, 2 7/8" CQ-20            Term Post            9' black privacy screen            7' tall walk gate 48" wide welded            frame</p> <p>Post and Tennis nets</p> <p>Lights Fixtures TBD, electrical            supply run TBD</p> <p>Painted green court with tennis            lines</p>	1	200,000.00	200,000.00T

Exclusions:  
Dirt work, grading, haul off or base for pad  
Beams in concrete. TBD by engineer or customer  
Power to court (we can do if we know where to pull  
from)

SUBTOTAL	200,000.00
TAX (8.25%)	16,500.00

TOTAL	\$216,500.00
-------	--------------

Accepted By

Accepted Date



**Date:** March 3, 2020

**To:** Tara MacLane

via Email: [tara.maclane@goodwin.com](mailto:tara.maclane@goodwin.com)

**Re:** Blackhawk Tennis Courts

### **SCOPE OF WORK TO BE PERFORMED**

IDR proposes to perform the following scope of work.


- I. Prep and excavate site to pour approximately 16,900 sq ft of concrete (130' X 130'). Dimensions to closely match courts located on Kennemer Dr. Assumes approximately 8" of soil removal and replace with road base material. 4" steel reinforced concrete slab.
- II. Install 10' tall galvanized chain link fence with gate. Fabric screen installed on fence. Color TBD.
- III. CMU return walls to match Kennemer courts.
- IV. Lighting allowance for (6) 15' tall pole lights installed in 3' piers. \$12,000
- V. Regulation nets and court paint.
- VI. Final grading, cleanup and spoils hauloff included.

Exclusions: Engineering and permitting. Engineering may change slab calculations. Underground power service TBD.

**\$218,750** \_\_\_\_\_ Initial

**IDR**

**Authorization to Proceed**

  
Brad Marshall

**By:** \_\_\_\_\_  
**Printed & Signed Name**

- IDR must receive acceptance of this proposal within 30 calendar days after the above referenced date for pricing and scheduling.
- Any changes to the scope must be agreed to in writing and may incur additional charges.
- All time onsite including travel time to and from the site or other locations necessary for the review shall be billable.
- Payment is due upon receipt unless previous arrangements have been made in writing.
- IDR reserves the right to charge a Finance Fee on any invoices that remain unpaid after the due date. The Finance Fee will be set at 1.5% per month.
- If IDR is required to enforce the payment, the customer will be responsible for all the collection expenses that include attorney's fees and court costs.
- Rates are subject to change with written notice.

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## **Agenda Item No. 11C**

Discuss, consider, and take action as necessary,  
including, but not limited to, funding for  
Basketball Court Fence Project.

Quote #1650	Travis Powell - (512)567-0458	Valid To 6/5/20	Date 5/22/20
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# ***Absolute Fence and Gate***

**Delmy Ramon (210)412-7369 17701 Bridgefarmer Dr Pflugerville Tx**

Supply and Install	Approximately 350 linear feet of 10ft tall galvanized chainlink fence with 4in corners, 2-3/8in line posts, 1-5/8in top rail and 2in diamond fabric. All hardware will be galvanized to match. All posts will be capped and set in concrete.	\$10,483.23
Construct and Install	Two chainlink walk gate. Approximately 48in wide with 1-5/8in framework, HD hinges and standard latch fork.	\$757.98
	<b>***The price listed is only valid if all scopes of work are accepted and performed at the same time. AFG is NOT responsible for tree or brush removal***</b>	

Thank you for the opportunity to provide our services to you. AFG offers a 1yr warranty on all material and labor. Please note this is a preliminary bid. Once official measurements are taken and specific material is identified a final order confirmation will be provided. AFG Requires a 50% deposit on all projects.

<b>Total</b>	<b>\$11,241.22</b>
<b>Cash/check Total</b>	<b>\$10,903.98</b>

ESTIMATE



Delmy Ramon/ 0514  
17701 Bridgefarmer Boulev  
Pf, Tx 786  
(210) 412-73

**Pflugerville Pfence Company**

1700 Bryant Dr Ste 108  
Round Rock, Tx 78664

Phone: (512) 284-1553  
Email: terryd@pflugervillepfencecompany.com  
Web: pflugervillepfencecompany.com

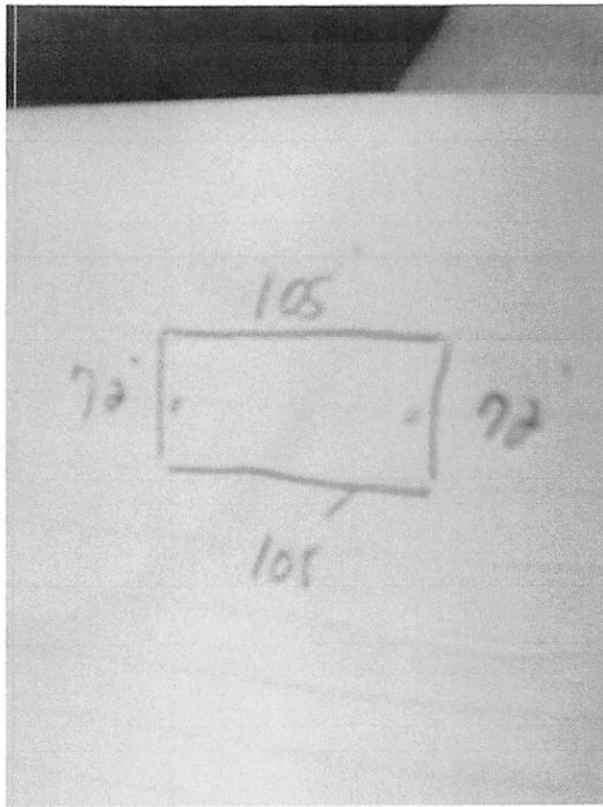
Estimate # 0167  
Date 05/16/2016

Description	Quantity	Rate	Total
8GALVCL 2-3/8" Posts set in cement, top rail 11 ga chainlink fabric 105' rear 105' front 72' left side 72' right side	354.0	\$25.75	\$9,115.00
Chain link walkgate 8' tall x48" opening chainlink walk gate	1.0	\$334.75	\$334.75

<b>Subtotal</b>	\$9,450.00
<b>Total</b>	<b>\$9,450.00</b>

**Notes:**

\$9175. Cash/check option



Estimate is valid 14 days.

Pay terms are 50% deposit before the work starts, balance upon completion  
\$50 returned check fee + \$15 bank fee

Cash, checks preferred and DISCOUNTS OFFERED & noted below the estimate total. We can also accept your payment via CashApp at \$Pfpfence

Ask us about 12 months no interest (Wells Fargo Retail Services). App must be filled out with PPCO employee. You can also apply with us for traditional financing. Just call us to apply. Immediate response.

We are also selling our quality material. It's great pricing on the thick cedar that you won't find elsewhere, our top rated screws, Postmasters posts and more. If you need to replace a few pickets or if you want to build your own fence, we can help with that also.

We also offer discounts to military (active/retired), law enforcement, first responders, nurses, seniors & educators. Be sure to mention & present your id before or during the initial estimate

If the attached drawing shows a solid line, there's a line that reflects that footage on our quote. Any dotted lines are areas that we collected data but didn't include in your quote but can be added at anytime.

Office hours

Monday - Friday 8a-5p

Saturday 9a-12p

We run a low overhead operation so there's times we are out with customers and can't be at the office or answer the phone but we will get back with you.

If Dan Woodworth is your estimator, feel free to reach him by phone 512-902-1004 or [dan@pflugervillepfencecompany.com](mailto:dan@pflugervillepfencecompany.com)

Once an agreement is made, a signed contract is required. Electronic signature is preferred. Click either "view estimate" or "view invoice" in the body of the email. Clicking the attachment will take you to the PDF and it can't be signed thru this system. Click "sign" in the actions area after a new browser opens for you, type your name on your keyboard. We will get a notification but feel free to call or email to verify receipt. Once you've typed your name on the estimate or invoice, you're approving the attached scope of work and approving as a binding contract. We will perform the work approved. Anything additional will be billed separately.

We offer one year workmanship warranty on our cedar, ornamental iron, chainlink fences.

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Delmy Ramon/ 051408