

City of Meadowlakes

AGENDA

Budget Workshop & Council Meeting

Tuesday, July 19, 2022 - 4:00 pm.

Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor St., Meadowlakes, Texas

This meeting will be conducted utilizing a video conferencing tool. Citizens' comments will be allowed per the instructions stated on the City's website. You may also make written comments by emailing them to our City Secretary Evan Bauer at ebauer@meadowlakestx.us. All written comments must be received by 4:30 pm on the evening of the scheduled meeting. Additional information and more detailed instructions and direct links to view the meeting or speak during the citizen comments can be found at meadowlakestexas.org under "Live Meetings."

BUDGET WORKSHOP

(Workshop to begin at 4:00 p.m.)

1. CALL WORKSHOP MEETING TO ORDER AND QUORUM DETERMINATION
2. BUDGET WORKSHOP FISCAL YEAR 2023 BUDGET.
3. ADJOURNMENT OF WORKSHOP.

COUNCIL MEETING

(Council Meeting to begin at 6:00 p.m.)

1. CALL TO ORDER AND QUORUM DETERMINATION
2. PLEDGE OF ALLEGIANCE AND PRAYER
3. **CITIZEN COMMENTS** *(Limited to 15 minutes total on general subjects and agenda-related items. Citizens wishing to address the Council must complete an "Application to Address," which must be submitted to the City Secretary at least thirty (30) minutes before the commencement of the City Council Meeting, and each speaker will be limited to a maximum speaking time of three (3) minutes.*
4. **MONTHLY STANDARD LIVE REPORTS** *(Progress and Status Reports Only.)*
 - A. **Operations in general - City Manager Johnnie Thompson**
 1. Ordinance
 2. Animal Control Report
 3. Patrol Activity Report

4. Building Committee Report

B. Briefing on Golf-Klotz

5. **CONSENT ITEMS** *(The items listed are considered to be routine and non-controversial by the City Council and may be approved by a single motion of the Council. No separate discussion or action on any of the items is necessary unless desired by Council, at which time the select item(s) may be discussed separately under consent items and separate motion(s)).*

- A. **Minutes of the prior Council Meetings/Workshops.**
- B. **June 2022 Financial Reports.**

6. OLD BUSINESS

- A. **Discussion/Action:** Update on the Sewer Plant Renovations. - Thompson
- B. **Discussion/Action:** Renovation of the Tennis Courts. - Thompson

7. NEW BUSINESS

- A. **Discussion/Action:** Contract for Election Service and Joint Election Agreement with the Elections Administrator of Burnet County – Bauer
- B. **Discussion/Action:** Entering into a contract with the Marble Falls Area Emergency Medical Service, Inc. for emergency medical services within the City. - Thompson
- C. **Discussion/Action:** Retaining the auditing firm of Neffendorf & Blocker, P.C. of Fredericksburg, Texas for conducting the City's fiscal year 2022 audit. - Thompson
- D. **Discussion/Action:** Authorizing the purchase of a Trimax Mowing System wide area mower for the golf course. - Thompson

COUNCIL & MAYOR ANNOUNCEMENTS about Items of Community Interest

- under
- *Announcements during this agenda item are limited to the following, as authorized Section 551.0415, Tex. Gov't Code.)*
 - *Expressions of thanks, congratulations, or condolence;*
 - *An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding the change in the status of the person's public employment is not an honorary or salutary recognition for this subdivision;*
 - *A reminder regarding a social, ceremonial, or community event organized or sponsored by an entity governing body or an official or employee of the municipality; and*
 - *Announcements involving an imminent threat to the public health and safety of people in the municipality have arisen after posting the agenda.*

The next scheduled City Council meeting will be held on August 16, 2022 at 6:00 pm.

8. ADJOURNMENT

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

An agenda packet is available for public inspection at City Hall, 177 Broadmoor, Suite A, Meadowlakes, between the hours of 8:00 am through 4:00 pm Monday through Friday.

I, Johnnie Thompson , City Manager for the City of Meadowlakes, Texas, do certify that this Notice of Meeting was posted at City Hall, in a place readily accessible to the general public at all times, on July 13, 2022, at 3:15 pm and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Johnnie L. Thompson
Johnnie L. Thompson, City Manager

/s/ Mark Bentley
Mark Bentley, Mayor

PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT (830) 693-6840 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING TIME.

Posting Removed: _____ at _____
by _____
(To be recorded upon removal, document retention at City Hall, posting removal date will not be reported via the website)

Ordinance Enforcement Report

Summary for June 2022

Calls Received:	Ordinance line:	6
	Security Gate:	0
	City Hall:	1
	Sherriff's Deputy	0

112 Notices issued during the month of June:

- 6 notices regarding Ordinance 20-55 – debris or auto parts in yard or on drive
 - 49 notices regarding Ordinance 20-55 – trash or recycle containers out past allowed time or bulk out
 - 1 notice regarding Ordinance 22-3 – sign ordinance violation
 - 21 notices regarding Ordinance 28-56 – RV, trailer, jet ski or boat on drive over 3 days in 7 or on lot
 - 5 notices regarding Ordinance 28-56 – golf cart, ATV or inoperable vehicle stored on driveway
 - 2 notices regarding Ordinance 28-56 – jet ski or boat parked on street between 10 pm and 7 am
 - 28 notices regarding PMC 302 – property needs to be mowed or repairs needed
- 24 Warning tickets issued regarding Ordinances 28-55 & 56– for parking infractions most of which were for parking on the wrong side of street, parking in a no parking area, parking on the street over the allowed time-period or parking a trailer, RV, or boat on street at night.
- 11 Warning Notices issued - three regarding Ordinance 20-55 for leaving a trash can out past allowed time, five regarding Ordinance 28-56 for parking RV, boat, golf cart or trailer on drive over 3 days in 7 or on lot or on street between 10 pm and 7 am, two regarding PMC 302 for yard needing mowing or gutter downspout and house trim in disrepair and one regarding Ordinance A-20 for placing a basketball goal at street and in city ROW.
- 3 Citations issued – one regarding Ordinance 28-56 for parking a vehicle on the street over 3 days in 7 & over 7 days in 30 and two regarding PMC 302 for storing an inoperable vehicle on drive or for back door in disrepair.
- 9 Verbal warnings issued
- 2 Sign in City ROW picked up or moved

Submitted by:

Pat Preston

Pat Preston
Ordinance Enforcement Officer
July 1, 2022

MEADOWLAKES PATROL ACTIVITY REPORT June 2022

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	NOTES	Start Mile	End Mile	Total
06/01/22	Wed	Koenning	3pm	7pm	4	0	0	0	3:00pm-4:18pm Patrolled 4:18pm-5:00pm Monitored traffic Columbine @ Quail. 4:33pm Made contact with several juveniles on a golf cart. Driver had a driving permit and was advised she needed a licensed guardian in the cart with her. 5:18pm-5:55pm Monitored traffic Preston Trail @ Granite Row 6:23pm-6:49pm Flagged down at residence on Meadowlakes Drive in reference to a verbal disturbance between husband and wife.	71055	71067	12
06/02/22	Thurs	Koenning	3pm	7pm	4	0	1	0	3:42pm-4:35pm Monitored traffic Meadowlakes Drive @ clubhouse. Issued verbal warning for speeding 33/25 4:50pm-5:35pm Dispatched to residence on Meadowlakes Drive in reference to a 2 vehicle accident. Accident report made. CFS#22-018129 5:56pm-6:30pm Monitored traffic Meadowlakes Drive @ Deer Lick 6:33pm-6:55pm Monitored traffic Broadmoor @ City Hall	71067	71077	10
06/06/22	Mon	Koenning	2:45pm	6:45pm	4	0	1	0	3:07pm-3:45pm Monitored traffic Meadowlakes Drive @ clubhouse 4:18pm-4:55pm Monitored traffic Meadowlakes Drive @ Firestone. Verbal warning for speeding 34/25 5:35pm-6:00pm Observed a gray fox running in front yards on Firestone @ Preston Trail. Made contact with ACO Mason and he responded to the location. The fox eventually ran into POA RV & Boat storage lot and escaped into field.	71443	71453	10
06/07/22	Tues	Koenning	7:30am	10:30am	3	0	0	0	7:30am-8:00am Monitored traffic Meadowlakes Drive @ Broadmoor (South) 8:17am-9:00am Monitored traffic Columbine @ Quail 9:18am-10:30am Monitored traffic Meadowlakes Drive @ clubhouse	71453	71458	5
06/10/22	Fri	Koenning	7:30am	10:30am	3	0	0	0	7:30am-8:00am Monitored traffic Columbine @ Quail 8:18am-9:05am Monitored traffic Meadowlakes Drive @ Firestone 9:58am-10:11am Dispatched to call complainant on Preston Trail about loud vehicles. Complainant was reporting cars on US 281, not in Meadowlakes. Referred to MFPD CFS#22-019243	71688	71696	8
06/10/22	Fri	Koenning	4pm	7:30pm	3.5	0	0	0	4:37pm-5:15pm Monitored traffic Preston Trail @ Granite Row 5:19pm-6:15pm Monitored traffic Meadowlakes Drive between Firestone and Fairway 6:38pm-7:10pm Monitored traffic Mahan @ Deer Lick	71696	71705	9

MEADOWLAKES PATROL ACTIVITY REPORT June 2022

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	NOTES	Start Mile	End Mile	Total
06/11/22	Sat	Koenning	1:30pm	7pm	5.5	0	1	0	1:42pm Checked pool area 2:05pm Checked Lakeside Park 2:33pm-3:00pm Monitored traffic Columbine @ Quail 3:50pm Checked Lakeside Park 4:07pm-5:00pm Monitored traffic Meadowlakes Drive between Fairway and Firestone. Gave verbal warning for speeding 33/25. 5:21pm-5:50pm Monitored traffic Preston Trail @ Firestone 5:51pm Checked POA RV & Boat storage lot 6:03pm Checked Lakeside Park 6:07pm-6:40pm Monitored traffic Meadowlakes Drive @ Mahan	71705	71724	19
06/12/22	Sun	Ciolfi	11:45pm	5:45am	6	0	0	0	2346 – 0018 MONITORED TRAFFIC FROM CLUB HOUSE 0018 - 0034 CLOSE PATROL CITY HALL 0034 - 0137 MONITORED TRAFFIC / GATE FROM BROADMOOR 0137 - 0232 PATROLLED THE CITY 0232 - 0236 CLOSE PATROL CITY HALL 0236 -0417 MONITORED TRAFFIC / GATE FROM BROADMOOR 0417 - 0451 PATROLLED THE CITY 0451 - 0546 MONITORED TRAFFIC FROM THE CLUB HOUSE	4087	4106	19
06/15/22	Wed	Koenning	7:30am	10:30am	3	0	0	0	7:34am-8:15am Monitored traffic by main gate 9:07am-9:45am Monitored traffic Firestone @ Pinehurst 10:08am-10:30am Monitored traffic Meadowlakes Drive @ clubhouse	71987	71995	8
06/15/22	Wed	Koenning	3:45pm	6:45pm	3	0	1	0	4:19pm-4:45pm Monitored traffic Preston Trail @ Granite Row. Issued verbal warning for speeding 33/25 4:54pm-5:35pm Monitored traffic Meadowlakes Drive @ Fairway Lane 6:00pm Checked Lakeside Park 6:01pm-6:30pm Monitored stop sign Meadowlakes Drive @ Deer Lick	71995	72002	7
06/16/22	Thurs	Koenning	7am	11am	4	0	0	0	7:04am-7:45am Monitored traffic Meadowlakes Drive @ Broadmoor (South) 8:28am-9:00am Monitored traffic Firestone @ Pinehurst 9:43am-10:30am Monitored traffic Meadowlakes Drive @ clubhouse	72002	72013	11
06/20/22	Mon	Koenning	3:15pm	10:15pm	7	0	0	0	3:53pm-4:30pm Monitored traffic Meadowlakes Drive @ clubhouse 4:38pm-5:15pm Monitored traffic Preston Trail @ Granite Row 5:35pm-10:15pm Drowning investigation @ Lakeside Park	72364	72371	7
06/24/22	Fri	Koenning	3pm	7pm	4	0	0	0	3:27pm-4:00pm Monitored traffic Meadowlakes Drive @ clubhouse 4:14pm Checked Lakeside Park 4:19pm-4:50pm Monitored traffic Preston Trail @ Granite Row 5:00pm-5:35pm Monitored traffic Mahan @ Deer Lick 5:53pm Checked Lakeside Park 6:41pm-6:59pm Assisted MF-EMS @ residence on Fairway Lane in reference to Life Alert pendant activation. CFS# 22-021413	72553	72565	12

MEADOWLAKES PATROL ACTIVITY REPORT June 2022

DATE	DAY	DEPUTY	START TIME	END TIME	HRS	CITATION	WARNING	VERBAL	NOTES	Start Mile	End Mile	Total
06/25/22	Sat	Koenning	1pm	7pm	6	0	1	0	<p>1:12pm-1:45pm Monitored traffic Meadowlakes Drive @ clubhouse 2:17pm Checked Lakeside Park</p> <p>2:38pm-3:10pm Preston Trail @ Granite Row 3:12pm Checked POA Rv & boat storage lot</p> <p>3:17pm Made traffic stop on Firestone for failing to make a complete stop @ stop sign on Firestone @ Firestone Place. Verbal warning issued 3:20pm-4:15pm Monitored traffic Meadowlakes Drive between Firestone and Fairway Lane 4:37pm Checked Lakeside Park 4:39pm-5:15pm Monitored traffic Meadowlakes Drive @ San Saba 6:13pm-6:30pm Observed 2 juveniles riding a City of Meadowlakes golf cart in Lakeside Park. Guardian of the juveniles were advised and the golf cart was returned to the pro shop. Pro shop personnel was contacted and I learned that the guardian had rented the cart to play 9 holes, but allowed the juveniles to take the cart to the park to go fishing.</p>	72565	72582	17
06/26/22	Sun	Koenning	1pm	5pm	4	1	0	0	<p>1:25pm Checked pool and pro shop area 1:53pm Checked Lakeside Park 2:26pm-3:15pm Monitored traffic Meadowlakes Drive between Firestone and Fairway Lane. Issued citation for speeding 37/25mph 3:30pm Checked Lakeside Park 3:32pm-4:05pm Monitored traffic Columbine @ Quail 4:16pm-4:50pm Monitored traffic Meadowlakes Drive @ clubhouse</p>	72582	72595	13
06/29/22	Wed	Koenning	7:30am	10:30am	3	0	0	0	<p>7:30am-8:05am Monitored traffic Meadowlakes Drive @ Broadmoor (south) 8:34am-8:41am Dispatched to residence on Carnoustie in reference to 911 open line. Caller was reporting a neighbor walking the dog and the dog pulled the owner down, causing a fall in the grass of front yard. Caller helped neighbor back to her residence, no EMS required. CFS# 22-021976 8:43am-9:15am Monitored stop sign Columbine @ Olympia Fields 9:47am-10:15am Monitored traffic Meadowlakes Drive @ clubhouse 10:17am Dispatched to residence on Mahan in reference to panic alarm activation. Everything was ok. CFS# 22-021985</p>	72905	72913	8
06/30/22	Thurs	Koenning	7:30am	12:30pm	5	0	1	0	<p>7:33am-8:10am Monitored traffic Firestone @ Firestone Place 8:38am-9:15am Monitored traffic Meadowlakes Drive @ clubhouse 10:27am-11:00am Monitored traffic Preston Trail @ Granite Row 11:17am-12:00pm Monitored traffic Columbine @ Quail. Gave verbal warning for speeding 32/25</p>	72913	72925	12
TOTALS					72	1	6	0				187

Building Committee Report

June-22

Authorized By: Steve Nash,
Building Committee Chairman

Approved Permits

Issued

Outstanding Under Const.

Deck			
Fence	2		1
Remodel	1		2
New Construction			8
Variance	1		
Patio Cover/Remodel	1		2
Arbor/Pergola			
Swimming Pool/Hot Tub	1		1
Boat dock/jet ski lift			
Play Scape			
Other - flatwork			
Plat Amendment			
Consultation			
Permit Revision			
Total	6		14
Applications Denied/tabled			
Deck			
Fence			
Remodel			
New Home			
Variance - 218 Muirfield			
Patio Cover/Enclosure			
Arbor			
Swimming Pool/Hot Tub			
Play Scape			
Other - boat dock			
Plat Amendment			
Consultation			
Permit Revision			
Total			

City of Meadowlakes
City Council Stated Meeting Minutes
June 21, 2022 – 6:00pm

Tuesday, June 21, 2022 - 6:00 p.m.
Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor Street, Meadowlakes, Texas

The City Council of the City of Meadowlakes held its Regular Meeting at Meadowlakes Municipal Building in Totten Hall on June 21, 2022, beginning at 6:00 p.m. in accordance with the duly posted notice of said meeting.

Present:

Mark Bentley, Mayor
Jess Lofgreen, Councilmember
Barbara Peskin, Councilmember
Jerry Drummond, Councilmember
Garrett Wood, Councilmember

Absent:

Eddie Wise, Councilmember

Staff:

Johnnie Thompson, City Manager
Evan Bauer, City Secretary
Debbie Holley, Treasurer

1. **CALL TO ORDER AND QUORUM DETERMINATION.** Mayor Bentley called the meeting to order at 6:00 pm and announced the presence of a quorum.
2. **PLEDGE OF ALLEGIANCE AND PRAYER.** Mayor Bentley led Council and staff in the Pledge of Allegiance and prayer.
3. **CITIZEN COMMENTS.** None.
4. **MONTHLY STANDARD LIVE REPORTS** (*Progress and Status Reports Only.*)
 - A. Operations in general - City Manager Johnnie Thompson
 1. Ordinance reports – In May, the Ordinance Officer responded to 6 calls, issued 46 violation notices, mostly related to visible trash cans and parking violations. There were 18 warning tickets issued for parking infractions most of which were for parking on the wrong side of the street, parking in a no parking area, parking on the street over the allowed time-period or parking a trailer, RV, or boat on the street at night. There were 4 citations issued; 3 for parking an RV or trailer on the driveway or a lot for over 3 days in 7 and 1 for leaving a trash can out past the allowed timeframe. 4 signs were picked up in the City right of way. In May, our Animal Control Officer received several calls about armadillos digging in yards, as well as one call about a skunk in a yard. The skunk was determined to be not rabid. It has also been reported that the

nuisance dog on St. Andrews has been re-homed. Calls about various concerns were received and handled.

2. Patrol Activity Report – In May, officer Koenning and Ciolfi logged a total of 58 hours and 200 miles. There were no citations issued. Officer Koenning issued 4 warning.
3. Building Committee Report – In May, the Building Committee issued 4 permits; two for fences and two for an arbor/pergola. Currently, there are 15 ongoing projects within the City.

B. Briefing on Golf Operations – Head Golf Pro, David Klotz, reported that play is still increasing substantially from the past years. In April and May of this year, there was an average of 112 rounds of golf played each day. Mr. Klotz also discussed the possibility of increasing membership fees for the upcoming fiscal year; current membership fees will be grandfathered in and will not be part of the possible increase.

5. **CONSENT ITEMS** *(The items listed are considered to be routine and non-controversial by the City Council and may be approved by a single motion of the Council. No separate discussion or action on any of the items is necessary unless desired by Council; at which time the select item(s) may be discussed separately under consent items and separate motion(s)).*

- A. Minutes of the prior Council Meetings/Workshops
- B. May 2022 Financial Reports

After discussion, Councilmember Drummond made a motion to approve the May 17, 2022 minutes from the budget work session and the regular meeting, as well as the minutes from the June 14, 2022 special meeting/budget work session as presented. The motion was seconded by Councilmember Peskin and carried unanimously. After discussion, Councilmember Lofgreen made a motion to approve the May financials as presented. The motion was seconded by Councilmember Drummond and carried unanimously.

6. **OLD BUSINESS.**

- A. **Discussion/Action: Update on Sewer Plant Renovations.** Mr. Thompson reported that the engineer is making certain that the city is in compliance with the Covid – 19 relief funding. Bids will be opened the first or second week of August.
- B. **Discussion/Action: Renovation of tennis Courts.** Mr. Thompson reported that the contractor will be here tomorrow to start the resurfacing process.

7. **NEW BUSINESS.**

- A. **Discussion/Action: Resolution 2022-06 – Naming bank depository for the City of Meadowlakes.** Mr. Thompson reported that the Request for Proposal (RFP) was sent to six local banking institutions requesting proposals for serving as the City's depository, and only two responded. After discussion, Councilmember Drummond recommended appointing First United Bank of Marble Falls as the City depository and authorized the Mayor and City Manager to execute all necessary documents. The motion was seconded by Councilmember Peskin and carried unanimously.

- B. Discussion/Action: Retaining an architectural firm to develop a conceptual/feasible master plan for the City's Recreational Facilities.** Mayor Bentley briefed the Council on the need to retain an architectural firm to assist in developing a conceptual master plan for the possible replacement of the restaurant, golf shop, pool, restrooms, and other related amenities at the City's golfing complex. Mayor Bentley, City Manager Johnnie Thompson, POA President Steve Nash, and several other staff members have met with the architectural firm Seaux Pierce of Austin on several occasions to discuss the anticipated needs for a possible upgrade to the golfing complex. In addition, Mayor Bentley inquired if members of the Council would like to attend upcoming meetings with the architectural firm on a rotating schedule to comply with the Open Meetings Act. They all agreed that they would like to be involved. Councilmember Jess Lofgreen will attend the next meeting with the architectural firm. After discussion, Councilmember Peskin approved retaining the firm of Seaux Pierce for the development of a conceptual master plan and a basic design of possible new improvements at the City's golfing complex at cost not to exceed \$15,000. The motion was seconded by Councilmember Lofgreen and carried unanimously.
- C. Discussion/Action: Authorizing the City Manager to purchase a range cart for the Recreation Fund and a used tub grinder for the Public Works Department.** Mr. Thompson Briefed the Council on the need to purchase two pieces of equipment; the replacement of an existing range cart and the possible purchase of a used tub grinder for Public Works. Mr. Thompson informed council that the utility vehicle used for collecting golf balls on the driving range became inoperable earlier in the month. It was temporarily replaced with a utility vehicle on loan from Public Works. The delivery time is expected to be long, so staff requested the appropriations of approximately \$15,000 from excess Recreation Funds to purchase a new utility vehicle for the range. Funding for the replacement of the utility vehicle would be from anticipated available excess funds in the Recreation Fund's current fiscal year budget. Mr. Thompson also briefed the Council on the need to purchase additional equipment for the disposal of limbs and brush. In the past such debris was handled by burning, however due to the ongoing drought and a burn ban, limbs and brush collected within the City and on the golf course, had been accumulating with no economical means of disposal. He suggested that the City purchase a used tube grinder, which will be utilized to grind all the collected brush and limbs to the consistency of mulch. He requested \$70,000 for the purchase of a used tub grinder and related site work for the developing collection and processing area. All of the requested funds are available within the current fiscal year budgets. After discussion, Councilmember Lofgreen made a motion which was seconded by Councilmember Drummond to authorize the City Manager to purchase a new replacement range cart for the Recreation Fund at a cost of \$15,000 and authorized an expenditure of \$70,000 for the purchase of a used tub grinder and related site work for the Utility Fund. The motion carried unanimously.
- D. Discussion/Action: Application for a variance lot 673, 181 Turkey Run, request is a variance for encroachment into the 25-foot building setback on the golf course.** The homeowner requested a variance for the existing structure, which encroaches 4.3' into the golf courses' 25' set back line. The homeowner also requested a 5' variance for the construction of a new patio. After discussion, Councilmember Lofgreen made a motion to approve both variances as presented. There was not a second so the motion dies. Councilmember Wood made a motion to approve the existing encroachment only as presented. The motion was seconded by Councilmember Peskin and carried unanimously.

8. ANNOUNCEMENTS

The Mayor recognized employee Scott Bridges who serves as the City's Public Works Supervisor and Chief Operator, for being only one of 400 active individuals in the State to hold both his "A" Water and "A" Wastewater license issued by the Texas Commission of Environmental Quality.

9. ADJOURNMENT: Mayor Bentley adjourned the meeting at 7:53 pm.

Approved: _____
Mayor, Mark Bentley

Date: July 19, 2022

Attest: _____
City Secretary, Evan Bauer

Date: July 19, 2022

DRAFT

City of Meadowlakes
City Council Special Meeting and Budget Work Session Minutes
July 7, 2022 – 1:00pm

Thursday, July 7, 2022 - 1:00 p.m.

Totten Hall, Meadowlakes Municipal Offices
177 Broadmoor Street, Meadowlakes, Texas

The City Council of the City of Meadowlakes held a Special meeting and a Budget Work Session at Meadowlakes Municipal Building in Totten Hall on July 7, 2022, beginning at 1:00 p.m. in accordance with the duly posted notice of said meeting.

Present:

Mark Bentley, Mayor
Jess Lofgreen, Councilmember
Jerry Drummond, Councilmember
Eddie Wise, Councilmember
Garrett Wood, Councilmember

Absent:

Barbara Peskin

Staff:

Johnnie Thompson, City Manager
Debbie Holley, Treasurer/Assist City Secretary

1. Call to Order and Quorum Determination. Mayor Bentley called the Special Meeting to order

at 1:00 p.m. and announced the presence of a quorum.

2. Citizen Comments. None.

3. Discussion/Action: Resolution 2022-07- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEADOWLAKES, TEXAS, DESIGNATING SIGNATORIES OF CITY FINANCIAL ACCOUNTS, SUPERSEDING ANY PREVIOUS RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE. Mr. Thompson briefed the Council on the need for one document that authorizes the designated signatories for City financial accounts. Currently, this authorization is contained within several documents. After consideration, Councilmember Lofgreen made a motion to approve Resolution 2022-07 as drafted; the motion was seconded by Councilmember Drummond and carried unanimously.

4. ADJOURN SPECIAL MEETING AND CALL TO ORDER WORKSHOP SESSION. Mayor Bentley adjourned the special meeting at 1:20 p.m. and called the budget work session to order. A general discussion was held among the Council and staff regarding possible salary increases for the upcoming fiscal year. The proposed budgets currently reflect an 11% increase in employee wages and salaries. The proposed wage and salary increases would provide funding for an 8% cost of living salary increase and establish a 3% pool for each fund for possible merit salary increases based on job performance.

In addition to the discussion on wages and salary, the Council reviewed the proposed Recreation Fund Budget with the staff. In general, the proposed Recreation Fund budget reflects a total income of approximately \$974,000, which is about 19% greater than FY22 budget revenues and calls for an increase in prepaid and over-the-counter golfing fees. The Fund's proposed expenses for FY23 would increase by about 17% over those currently budgeted and would provide funding for approximately \$72,000 in capital purchases and improvements.

3. Adjournment. No action was taken on the workshop agenda item and Mayor Bentley adjourned the work session at 2:30 p.m. and advised that the Council will have another budget workshop at 4:00 p.m. on Wednesday, July 13, 2022.

Approved: _____
Mayor, Mark Bentley

Date: July 19, 2022

Attest: _____
City Secretary, Evan Bauer

Date: July 19, 2022

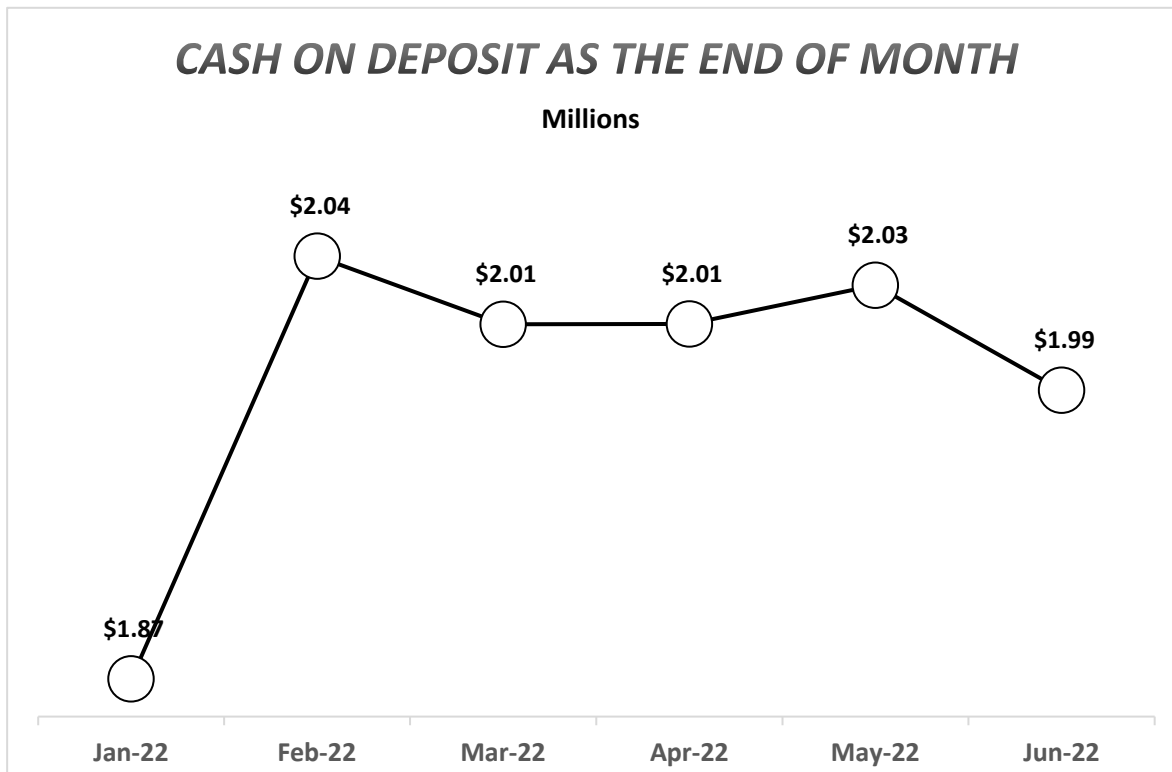
City of Meadowlakes

June 2022 Financials

Run Date: 7/11/2022

City of Meadowlakes Combined Balance Sheet All Fund June 30, 2022

	General Fund	Debt Service	Utility Fund	Recreation Fund	Total All Funds
ASSETS					
Current Assets					
Checking/Savings	453,175	428,224	905,575	199,849	1,986,823
Other Current Assets	22,084	7,822	183,223	50,486	263,615
Total Current Assets	475,259	436,046	1,088,798	250,335	2,250,438
Fixed Assets	101,430	0	3,727,795	488,753	4,317,978
TOTAL ASSETS	576,689	436,046	4,816,593	739,088	6,568,416
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	1,391	0	41,527	101,224	144,142
Other Current Liabilities	82,315	7,822	349,383	377,609	817,129
Total Current Liabilities	83,706	7,822	390,910	478,833	961,271
Total Liabilities	83,706	7,822	390,910	478,833	961,271
Equity	492,983	428,224	4,425,682	260,255	5,607,144
TOTAL LIABILITIES & EQUITY	576,689	436,046	4,816,592	739,088	6,568,415



City of Meadowlakes

Combined All Fund Profit and Loss

Oct 21 - Jun 22

	General Fund	Debt Service Fund	Utility Fund	Recreation Fund	Total All Funds
INCOME					
<u>Operating Revenues</u>					
Utility Income (Water and Wastewater)	\$ -		\$ 888,248	\$ -	\$ 888,248
Ad Valorem Tax	\$ 470,467	\$ 371,439	\$ -	\$ -	\$ 841,906
Services Rendered-Golfing Complex	\$ -	\$ -	\$ -	\$ 583,253	\$ 583,253
Solid Waste Collection	\$ -	\$ -	\$ 191,567	\$ -	\$ 191,567
Contract Services	\$ 82,772	\$ -	\$ -	\$ -	\$ 82,772
Franchise Fees	\$ 44,654	\$ -	\$ -	\$ -	\$ 44,654
Miscellaneous Income	\$ 17,852	\$ 1,052	\$ 31,429	\$ 2,605	\$ 52,938
Total Operating Revenues	\$ 615,745	\$ 372,491	\$ 1,111,244	\$ 585,858	\$ 2,685,338
<u>Non-Operating Revenues</u>					
Transfers In from Other Funds	\$ 161,250	\$ 42,000	\$ -	\$ 124,125	\$ 327,375
Total Non-Operating Revenues	\$ 161,250	\$ 42,000	\$ -	\$ 124,125	\$ 327,375
TOTAL REVENUES	\$ 776,995	\$ 414,491	\$ 1,111,244	\$ 709,983	\$ 3,012,713
EXPENSES					
Employee Related Expenses	\$ 292,260	\$ -	\$ 300,440	\$ 304,134	\$ 896,834
Administrative Expenses	\$ 74,185	\$ -	\$ 35,447	\$ 35,461	\$ 145,093
Public Safety Expenses	\$ 111,418	\$ -	\$ -		\$ 111,418
Operational Expenses	\$ -	\$ -	\$ 263,217	\$ 187,856	\$ 451,073
Solid Waste Collection Expense	\$ -	\$ -	\$ 164,478		\$ 164,478
Total Operating Expenses	\$ 477,863	\$ -	\$ 763,582	\$ 527,451	\$ 1,768,896
Net Operating Gain/Loss	\$ 299,132	\$ 414,491	\$ 347,662	\$ 182,532	\$ 1,243,817
NON-OPERATING EXPENSES					
Principal Due on Operating Debt	\$ -	\$ -	\$ -	\$ 69,238	\$ 69,238
Interest Due on Operating Debt	\$ -	\$ -	\$ -		\$ -
Principal Due on Bond Debt	\$ -	\$ -	\$ -		\$ -
Interest Due on Bond Interest	\$ -	\$ 8,559	\$ -		\$ 8,559
Transfers Out to Other Funds	\$ 124,125		\$ 203,250		\$ 327,375
Capital Expenses/improvements	\$ 8,895	\$ -	\$ 47,582	\$ 56,020	\$ 112,497
Total Other Expenses	\$ 133,020	\$ 8,559	\$ 250,832	\$ 125,258	\$ 517,669
TOTAL FUND EXPENSES	\$ 610,883	\$ 8,559	\$ 1,014,414	\$ 652,709	\$ 2,286,565
FUND NET GAIN/LOSS	\$ 166,112	\$ 405,932	\$ 96,830	\$ 57,274	\$ 726,148

City of Meadowlakes

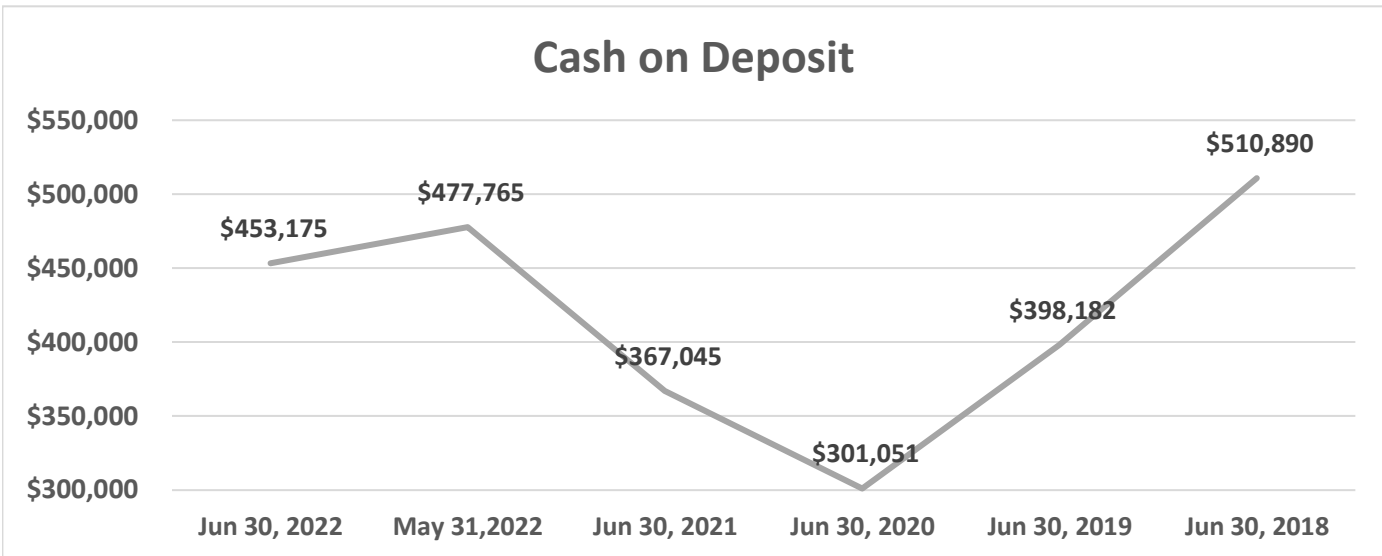
Combined All Fund Profit and Loss

June 30, 2022

	General Fund	Debt Service Fund	Utility Fund	Recreation Fund	Total All Funds
INCOME					
<u>Operating Revenues</u>					
Utility Income (Water and Wastewater)	\$ -		\$ 114,397	\$ -	\$ 114,397
Ad Valorem Tax	\$ 4,779	\$ 3,761	\$ -	\$ -	\$ 8,540
Services Rendered-Golfing Complex	\$ -	\$ -	\$ -	\$ 71,999	\$ 71,999
Solid Waste Collection	\$ -	\$ -	\$ 21,544	\$ -	\$ 21,544
Contract Services	\$ 9,196	\$ -	\$ -	\$ -	\$ 9,196
Franchise Fees	\$ 254	\$ -	\$ -	\$ -	\$ 254
Miscellaneous Income	\$ 1,890	\$ 175	\$ 1,387	\$ 190	\$ 3,642
Total Operating Revenues	\$ 16,119	\$ 3,936	\$ 137,328	\$ 72,189	\$ 229,572
<u>Non-Operating Revenues</u>					
Transfers In from Other Funds	\$ 17,917	\$ 4,667	\$ -	\$ 13,792	\$ 36,376
Total Non-Operating Revenues	\$ 17,917	\$ 4,667	\$ -	\$ 13,792	\$ 36,376
TOTAL REVENUES	\$ 34,036	\$ 8,603	\$ 137,328	\$ 85,981	\$ 265,948
EXPENSES					
Employee Related Expenses	\$ 30,754	\$ -	\$ 29,556	\$ 34,485	\$ 94,795
Administrative Expenses	\$ 2,053	\$ -	\$ 221	\$ 1,520	\$ 3,794
Public Safety Expenses	\$ 12,133	\$ -	\$ -		\$ 12,133
Operational Expenses	\$ -	\$ -	\$ 38,807	\$ 15,870	\$ 54,677
Solid Waste Collection Expense	\$ -	\$ -	\$ 18,494		\$ 18,494
Total Operating Expenses	\$ 44,940	\$ -	\$ 87,078	\$ 51,275	\$ 183,893
Net Operating Gain/Loss	\$ (10,904)	\$ 8,603	\$ 50,250	\$ 34,706	\$ 82,055
NON-OPERATING EXPENSES					
Principal Due on Operating Debt	\$ -	\$ -	\$ -	\$ 600	\$ 600
Interest Due on Operating Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Principal Due on Bond Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Due on Bond Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out to Other Funds	\$ 13,792		\$ 22,584	\$ -	\$ 36,376
Capital Expenses/improvements	\$ -	\$ -	\$ 38,500	\$ 31,750	\$ 70,250
Total Other Expenses	\$ 13,792	\$ -	\$ 61,084	\$ 32,350	\$ 107,226
TOTAL FUND EXPENSES	\$ 58,731	\$ -	\$ 148,162	\$ 83,625	\$ 291,118
FUND NET GAIN/LOSS	\$ (24,696)	\$ 8,603	\$ (10,834)	\$ 2,356	\$ (25,171)

City of Meadowlakes - General Fund
Summary Balance Sheet
As of June 30, 2022

	Jun 30, 2022	May 31, 2022	Jun 30, 2021	Jun 30, 2020	Jun 30, 2019	Jun 30, 2018
ASSETS						
Current Assets						
Checking/Savings	\$ 453,175	\$ 477,765	\$ 367,045	\$ 301,051	\$ 398,182	\$ 510,890
Other Current Assets	\$ 22,084	\$ 22,084	\$ 54,051	\$ 39,116	\$ 33,187	\$ 15,610
Total Current Assets	\$ 475,259	\$ 499,849	\$ 421,096	\$ 340,167	\$ 431,369	\$ 526,500
Fixed Assets	\$ 101,430	\$ 103,085	\$ 114,690	\$ 204,405	\$ 32,793	\$ 39,172
TOTAL ASSETS	\$ 576,689	\$ 602,934	\$ 535,786	\$ 544,572	\$ 464,162	\$ 565,672
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable	\$ 1,391	\$ 816	\$ 16,325	\$ 7,295	\$ 6,966	\$ 3,588
Other Current Liabilities	\$ 82,315	\$ 83,496	\$ 79,212	\$ 76,187	\$ 59,946	\$ 58,815
Total Current Liabilities	\$ 83,706	\$ 84,312	\$ 95,537	\$ 83,482	\$ 66,912	\$ 62,403
Total Liabilities	\$ 83,706	\$ 84,312	\$ 95,537	\$ 83,482	\$ 66,912	\$ 62,403
Equity	\$ 492,983	\$ 518,622	\$ 440,250	\$ 461,091	\$ 397,250	\$ 511,269
TOTAL LIABILITIES & EQUITY	\$ 576,689	\$ 602,934	\$ 535,787	\$ 544,573	\$ 464,162	\$ 573,672



City of Meadowlakes - General Fund

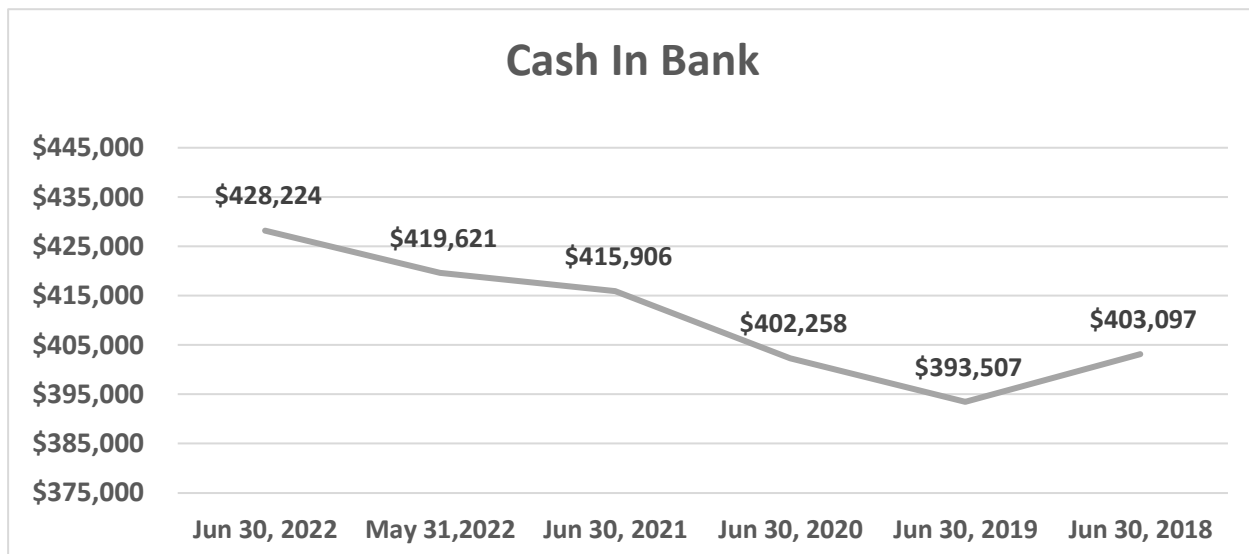
Profit & Loss Budget vs. Actual

October 2021 through June 2022

	TOTAL					
	Jun 2022	Budget	% Budget	Oct 21-Jun 22	Budget	% Budget Oct21- Jun22
Income						
05-4120 · Ad Valorem Tax	\$ 4,779	\$ 6,510	63.8%	\$ 470,467	\$ 466,567	100.8%
Total 05-4121 · Franchise Fees	\$ 254	\$ -	200.0%	\$ 44,654	\$ 41,000	108.2%
Total 05-4200 · City Bldg. Permits	\$ 1,070	\$ 825	122.9%	\$ 9,025	\$ 7,625	115.5%
Total 05-4300 · Judicial	\$ 288	\$ 450	43.8%	\$ 3,274	\$ 3,125	104.6%
05-4500 · Contract Services-POA Contract	\$ 9,196	\$ 9,196	100.0%	\$ 82,772	\$ 82,762	100.0%
Total 05-4600 · Miscellaneous	\$ 532	\$ 317	140.4%	\$ 5,553	\$ 4,649	116.3%
Total Operating Income	\$ 16,119	\$ 17,298	92.7%	\$ 615,745	\$ 605,728	101.6%
Total 05-4650 · Transfer in From Other Funds	\$ 17,917	\$ 17,917	100.0%	\$ 161,250	\$ 161,249	100.0%
TOTAL INCOME	\$ 34,036	\$ 35,215	96.5%	\$ 776,995	\$ 766,977	101.3%
Expense						
Operating Expenses						
Total 05-6000 · Employee Expenditures	\$ 30,754	\$ 32,227	95.2%	\$ 292,260	\$ 308,810	94.3%
Total 5000 · Administrative Expenses	\$ 2,053	\$ 4,390	-13.8%	\$ 74,185	\$ 99,466	65.9%
Total 6010 · Ordinance Enforce/Animal Control	\$ 2,485	\$ 2,650	93.4%	\$ 24,826	\$ 26,895	91.7%
Total 6030 · Traffic Control	\$ 2,863	\$ 3,115	91.2%	\$ 25,533	\$ 31,495	76.6%
Total 6050 · Contract Emergency Service	\$ 6,785	\$ 6,788	99.9%	\$ 61,059	\$ 61,086	100.0%
Total Operating Expenses	\$ 44,940	\$ 49,170	90.6%	\$ 477,863	\$ 527,752	89.6%
Non-Operating Expenses						
Total 05-8500 · Transfers Out	\$ 13,792	\$ 13,792	100.0%	\$ 124,125	\$ 124,124	100.0%
05-8700 · Capital Expenditure over \$5,000	\$ -	\$ -		\$ 8,895	\$ 10,000	87.6%
Total Non-Operating Expenses	\$ 13,792	\$ 13,792	100.0%	\$ 133,020	\$ 134,124	99.2%
TOTAL FUND EXPENSES	\$ 58,731	\$ 62,962	92.8%	\$ 610,883	\$ 661,876	91.7%
FUND NET GAIN/LOSS	\$ (24,696)	\$ (27,747)	87.6%	\$ 166,112	\$ 105,101	136.7%

City of Meadowlakes Debt Service
Summary Balance Sheet
As of June 30, 2022

	Jun 30, 2022	May 31, 2022	Jun 30, 2021	Jun 30, 2020	Jun 30, 2019	Jun 30, 2018
ASSETS						
Current Assets						
Checking/Savings	\$ 428,224	\$ 419,621	\$ 415,906	\$ 402,258	\$ 393,507	\$ 403,097
Total Current Assets	\$ 428,224	\$ 419,621	\$ 415,906	\$ 402,258	\$ 393,507	\$ 403,097
Other Assets	\$ 7,822	\$ 7,822	\$ 15,016	\$ 13,118	\$ 11,249	\$ 12,289
TOTAL ASSETS	\$ 436,046	\$ 427,443	\$ 430,922	\$ 415,376	\$ 404,756	\$ 415,386
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Other Current Liabilities	\$ 7,822	\$ 7,822	\$ 15,016	\$ 13,118	\$ 11,249	\$ 12,289
Total Current Liabilities	\$ 7,822	\$ 7,822	\$ 15,016	\$ 13,118	\$ 11,249	\$ 12,289
Total Liabilities	\$ 7,822	\$ 7,822	\$ 15,016	\$ 13,118	\$ 11,249	\$ 12,289
Equity	\$ 428,224	\$ 419,621	\$ 415,906	\$ 402,258	\$ 393,507	\$ 403,097
TOTAL LIABILITIES & EQUITY	\$ 436,046	\$ 427,443	\$ 430,922	\$ 415,376	\$ 404,756	\$ 415,386

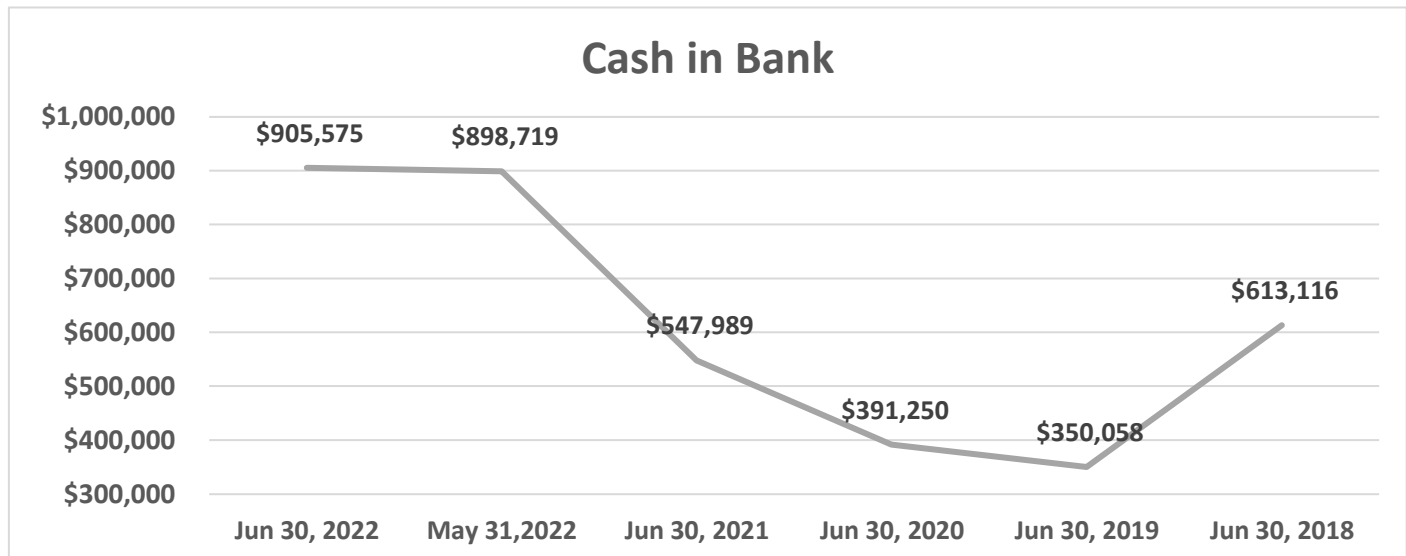


City of Meadowlakes Debt Service
Profit & Loss Budget vs. Actual
October 2021 through June 2022

	TOTAL				
	Jun 2022	Budget	% Budget	Oct 21-June22	% Budget Oct21-Jun22
Ordinary Income/Expense					
Income					
06-4120 · Ad Valorem Tax	3,761	3,750	100%	371,439	363,650
06-5440 · Interest Earned on Investments	175	100	143%	1,052	900
Total Income	<u>3,936</u>	<u>3,850</u>	<u>102%</u>	<u>372,491</u>	<u>364,550</u>
Expense					
06-9100 · 2013 Bond Expense					
06-9150 · 2013 Bond Principal	0	0	0%	0	0
06-9170 · 2013 Bond Interest Expense	0	0	0%	8,559	8,559
Total 06-9100 · 2013 Bond Expense	<u>0</u>	<u>0</u>	<u>0%</u>	<u>8,559</u>	<u>8,559</u>
Total Expense	<u>0</u>	<u>0</u>	<u>0%</u>	<u>8,559</u>	<u>8,559</u>
Net Ordinary Income	<u>3,936</u>	<u>3,850</u>	<u>102%</u>	<u>363,932</u>	<u>355,991</u>
Other Income/Expense					
Other Income					
06-8200 · Transfer In from Utility Fund	4,667	4,667	100%	42,000	41,999
Total Other Income	<u>4,667</u>	<u>4,667</u>	<u>100%</u>	<u>42,000</u>	<u>41,999</u>
Net Other Income	<u>4,667</u>	<u>4,667</u>	<u>100%</u>	<u>42,000</u>	<u>41,999</u>
Net Income	<u><u>8,603</u></u>	<u><u>8,517</u></u>	<u><u>101%</u></u>	<u><u>405,932</u></u>	<u><u>397,990</u></u>

City of Meadowlakes-Utility Fund
Summary Balance Sheet
As of June 30, 2022

	Jun 30, 2022	May 31, 2022	Jun 30, 2021	Jun 30, 2020	Jun 30, 2019	Jun 30, 2018
ASSETS						
Current Assets						
Checking/Savings	\$ 905,575	\$ 898,719	\$ 547,989	\$ 391,250	\$ 350,058	\$ 613,116
Other Current Assets	\$ 183,223	\$ 187,756	\$ 186,912	\$ 112,604	\$ 177,910	\$ 159,092
Total Current Assets	\$ 1,088,798	\$ 1,086,475	\$ 734,901	\$ 503,854	\$ 527,968	\$ 772,208
Fixed Assets	\$ 3,717,588	\$ 3,717,588	\$ 3,869,741	\$ 3,868,372	\$ 3,526,285	\$ 3,568,730
Other Assets	\$ 10,207	\$ 10,207	\$ 4,114	\$ 23,828	\$ 11,977	\$ 17,298
TOTAL ASSETS	\$ 4,816,593	\$ 4,814,270	\$ 4,608,756	\$ 4,396,054	\$ 4,066,230	\$ 4,358,236
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable	\$ 41,527	\$ 56,136	\$ 43,040	\$ 39,325	\$ 33,407	\$ 32,506
Other Current Liabilities	\$ 327,651	\$ 327,180	\$ 104,964	\$ 101,440	\$ 97,243	\$ 98,916
Total Current Liabilities	\$ 369,178	\$ 383,316	\$ 148,004	\$ 140,765	\$ 130,650	\$ 131,422
Long Term Liabilities	\$ 21,732	\$ 21,732	\$ 18,423	\$ 18,228	\$ 24,488	\$ 12,101
Total Liabilities	\$ 390,910	\$ 405,048	\$ 166,427	\$ 158,993	\$ 155,138	\$ 143,523
Equity	\$ 4,425,682	\$ 4,409,222	\$ 4,442,329	\$ 4,237,060	\$ 3,911,093	\$ 4,214,712
TOTAL LIABILITIES & EQUITY	\$ 4,816,592	\$ 4,814,270	\$ 4,608,756	\$ 4,396,053	\$ 4,066,231	\$ 4,358,235

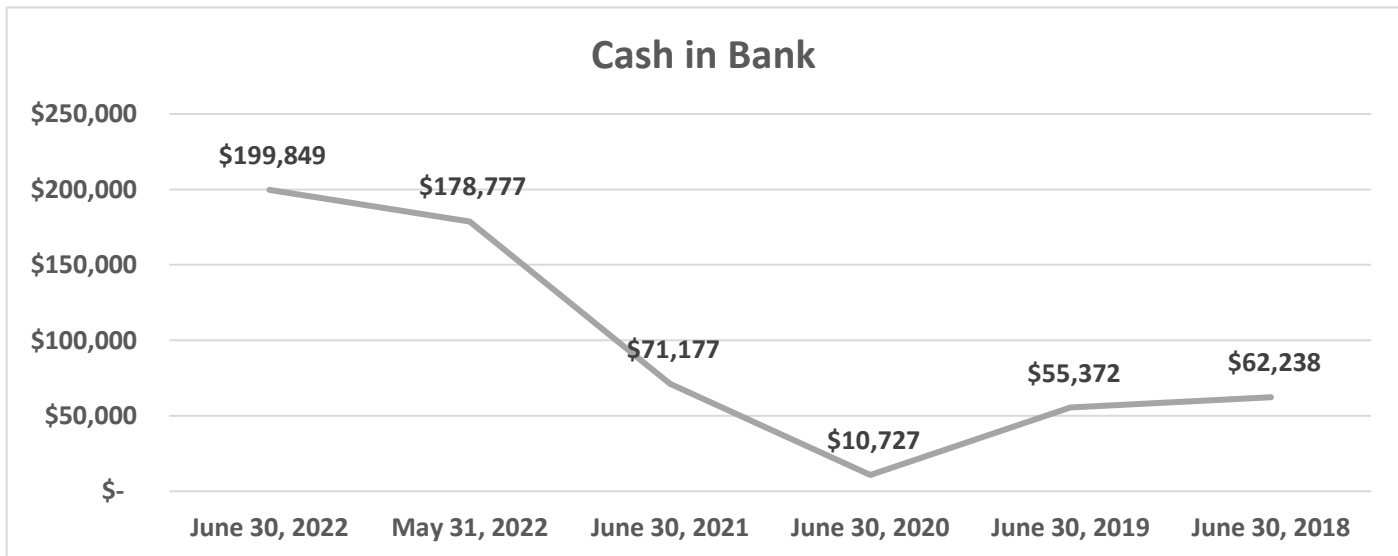


City of Meadowlakes-Utility Fund
Profit & Loss Budget vs. Actual
October 2021 through
June 2022

				TOTAL		
	Jun 2022	Budget	% Budget	Oct 21-Jun22	Budget	% Budget Oct-21-Jun22
Income						
5010 · Water Revenue	64,033	49,684	122.4%	421,575	368,105	112.7%
5020 · Sewer Revenues	50,364	50,312	100.1%	466,673	466,314	100.1%
5030 · Garbage Revenue	21,544	21,466	100.4%	191,567	190,592	100.5%
5120 · Water Connect Fee Revenue	0	1,175	0.0%	7,050	4,700	133.3%
5130 · Sewer Connect Fee Revenue	0	925	0.0%	5,550	3,700	133.3%
5140 · Transfer Fee	175	225	71.4%	1,550	1,875	79.0%
5150 · Penalty & Interest Earned	769	500	135.0%	5,106	4,500	111.9%
5170 · Miscellaneous Revenues	55	417	-558.2%	8,814	3,749	157.5%
5200 · Interest earned on Investments	388	167	157.0%	3,359	1,499	155.4%
TOTAL INCOME	137,328	124,871	109.1%	1,111,244	1,045,034	106.0%
Expense						
Total 6100 · Employee Expenses	29,556	36,741	75.7%	300,440	360,280	80.1%
Total 6200 · Administrative Expenses	221	914	-213.6%	35,447	38,958	90.1%
Total 6301 · Water Treatment Operational Exp	7,287	8,784	79.5%	111,808	84,198	124.7%
Total 6302 · Wastewater Operational Expenses	19,106	4,130	178.4%	78,956	69,460	112.0%
Total 6303 · Other Operational Expenses	12,414	9,430	124.0%	72,453	73,610	98.4%
6510 · Garbage Service Expense	18,494	18,555	99.7%	164,478	165,330	99.5%
Total Operating Expenses	87,078	78,554	109.8%	763,582	791,836	96.3%
Total 8200 · Transfer to Other Funds	22,584	22,584	100.0%	203,250	203,248	100.0%
TOTAL EXPENSES	109,662	101,138	107.8%	966,832	995,084	97.1%
FUND NET GAIN/LOSS	27,666	23,733	114.2%	144,412	49,950	165.4%
Capital Expenditures						
Assets Purchased over \$5,000	36,500			36,500		200.0%
Grant Management Expenses	2,000	42,000		7,000	42,000	-400.0%
Engineering Expenses	-	42,000		4,082	42,000	-828.9%
STP Renovations Expenses/Capital Purchases	-	-		-	-	
Total Capital Expenditures	38,500	84,000	-18%	47,582	84,000	23.5%
	(10,834)	(60,267)	-356%	96,830	(34,050)	235.2%

Recreation Fund
Summary Balance Sheet
As of June 30, 2022

	June 30, 2022	May 31, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
ASSETS						
Current Assets						
Checking/Savings	\$ 199,849	\$ 178,777	\$ 71,177	\$ 10,727	\$ 55,372	\$ 62,238
Other Current Assets	\$ 50,486	\$ 50,626	\$ 52,360	\$ 24,754	\$ 42,779	\$ 36,856
Total Current Assets	\$ 250,335	\$ 229,403	\$ 123,537	\$ 35,481	\$ 98,151	\$ 99,094
Fixed Assets	\$ 456,555	\$ 456,555	\$ 342,402	\$ 424,825	\$ 501,112	\$ 301,643
Other Assets	\$ 32,198	\$ 34,118	\$ 32,854	\$ 58,791	\$ 52,521	\$ 59,032
TOTAL ASSETS	\$ 739,088	\$ 720,076	\$ 498,793	\$ 519,097	\$ 651,784	\$ 459,769
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable	\$ 101,224	\$ 118,046	\$ 111,746	\$ 112,485	\$ 86,838	\$ 107,500
Other Current Liabilities	\$ 147,032	\$ 145,105	\$ 132,330	\$ 223,666	\$ 131,450	\$ 72,908
Total Current Liabilities	\$ 248,256	\$ 263,151	\$ 244,076	\$ 336,151	\$ 218,288	\$ 180,408
Long Term Liabilities	\$ 230,577	\$ 230,577	\$ 266,299	\$ 122,701	\$ 211,120	\$ 116,614
Total Liabilities	\$ 478,833	\$ 493,728	\$ 510,375	\$ 458,852	\$ 429,408	\$ 297,022
Equity	\$ 260,255	\$ 225,346	\$ (17,583)	\$ 50,244	\$ 223,375	\$ 162,748
TOTAL LIABILITIES & EQUITY	\$ 739,088	\$ 719,074	\$ 492,792	\$ 509,096	\$ 652,783	\$ 459,770



Recreation Fund
Profit & Loss Budget vs. Actual
October 2021 through June 2022

Recreation Fund P&L

Income

	TOTAL					
	Jun 2022	Budget	% Budget	Oct 21-Jun 22	Budget	% Budget Oct21-Jun22
Pro Shop						
03-5010 · Membership Dues	17,864	9,279	148.1%	127,990	118,325	107.6%
03-5035 · Green Fees	26,296	21,803	117.1%	208,084	144,058	130.8%
03-5040 · Golf Cart Rental	14,917	13,832	107.3%	118,358	93,582	120.9%
03-5045 · Driving Range	1,674	1,305	122.0%	10,302	12,069	82.8%
03-5050 · Tournament-Income	0	1,245		17,987	12,743	129.2%
03-5052 · Snacks and Beverage Sales	3,184	334	189.5%	22,108	2,998	186.4%
03-5053 · Handicap	120	0	200.0%	5,130	0	200.0%
03-5060 · Merchandize Sales	7,695	7,835	98.2%	72,139	48,149	133.3%
03-5023 · Golf Shop Revenues - Other	249	0	200.0%	1,155	0	200.0%
Total 03-5023 · Golf Shop Revenues	71,999	55,633	122.7%	583,253	431,924	125.9%
Total 03-5070 Restaurant/Bar Sales	0	0		0	0	
03-5096 · Miscellaneous Income	190	125	134.2%	2,605	1,111	157.4%
Total 03-8010 · Transfer In from other Funds	13,792	13,792	100.0%	124,125	124,124	100.0%
TOTAL INCOME	85,981	69,550	119.1%	709,983	557,159	121.5%

Expense

Total 03-6000 · Administrative Expenditures	1,520	4,350	-86.2%	35,461	41,600	82.7%
03-6100 · Pro Shop Expenditures						
Total 03-6110 · Payroll	15,488	13,983	109.7%	123,993	133,474	92.4%
Total 03-6121 · Other Pro-Shop Expenses	2,695	1,301	151.7%	29,205	17,797	139.1%
03-6160 · Inventory Purchased	7,294	5,800	120.5%	90,033	41,600	153.8%
03-6211 · Cart Lease/Purchase-Principal	600	600	100.0%	44,942	44,950	100.0%
Total Pro Shop Expenses	26,077	21,684	116.8%	288,173	237,821	117.5%
03-6300 · Grounds Maintenance Expenditure						
Total 03-6310 · Payroll	18,997	17,545	107.6%	180,141	171,028	105.1%
Total 03-6321 · Other Golf Course Maint. Exp.	5,213	5,836	88.0%	63,338	50,401	120.4%
03-6364 · New Equip Lease 2020 Principal	0	0		24,296	24,603	98.7%
Total 03-6300 · Grounds Maintenance Expenditure	24,210	23,381	103.4%	267,775	246,032	108.1%
Total 03-6500 · Food & Beverage Expenses	30	4,167	n/a	3,364	14,999	-245.9%
Total Swimming Pool/Tennis Courts Expenses	38	750	n/s	1,916	4,850	-53.1%
TOTAL OPERATING EXPENSES	51,875	54,332	95.3%	596,689	545,302	108.6%
Major Renovation/Capital Expenditures	31,750	0	n/a	56,020	0	
TOTAL FUND EXPENSE	83,625	54,332	135.0%	652,709	545,302	116.5%
FUND NET GAIN/LOSS	2,356	15,218	-445.9%	57,274	11,857	179.3%

Recreation Fund
Profit & Loss Budget vs. Actual
October 2021 through June 2022

			TOTAL		
Jun 2022	Budget	% Budget	Oct 21-Jun 22	Budget	% Budget Oct21-Jun22

Golf Operations P&L

Income

Total 03-5023 · Golf Shop Revenues	\$ 71,999	\$ 55,633	122.7%	\$ 583,253	\$ 431,924	125.9%
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Expenses

03-6100 · Pro Shop Expenditures						
Total 03-6110 · Payroll	\$ 15,488	\$ 13,983	109.7%	\$ 123,993	\$ 133,474	92.4%
Total 03-6121 · Other Pro-Shop Expenses	\$ 2,695	\$ 1,301	151.7%	\$ 29,205	\$ 17,797	139.1%
03-6160 · Inventory Purchased	\$ 7,294	\$ 5,800	120.5%	\$ 90,033	\$ 41,600	153.8%
03-6211 · Cart Lease/Purchase-Principal	\$ 600	\$ 600	100.0%	\$ 44,942	\$ 44,950	100.0%
Total Pro Shop Expenditures	\$ 26,077	\$ 21,684	116.8%	\$ 288,173	\$ 237,821	117.5%
03-6300 · Grounds Maintenance Expenditure						
Total 03-6310 · Payroll	\$ 18,997	\$ 17,545	107.6%	\$ 180,141	\$ 171,028	105.1%
Total 03-6321 · Other Golf Course Maint. Exp.	\$ 5,213	\$ 5,836	88.0%	\$ 63,338	\$ 50,401	120.4%
03-6364 · New Equip Lease 2020 Principal	\$ -	\$ -		\$ 24,296	\$ 24,603	98.7%
Total Grounds Maintenance Expenditures	\$ 24,210	\$ 23,381	103.4%	\$ 267,775	\$ 246,032	108.1%
Total Golf Operations Expenses	\$ 50,287	\$ 45,065	110.4%	\$ 555,948	\$ 483,853	113.0%
GOLF OPERATIONS NET GAIN/LOSS	\$ 21,712	\$ 10,568	151.3%	\$ 27,305	\$ (51,929)	390.2%

City of Meadowlakes

Mayor and Council Communications

Council Meeting Date: July 19, 2022

Council Action Agenda Item: 6-A-Update on Sewer Plant Renovations

Date: July 13, 2022

Agenda Item: Old Business – 6-A- Sewer Plant Renovation Update

From: Johnnie Thompson, City Manager

Subject:

The engineering firm selected to develop the plans, specifications, and bidding documents is finalizing the bidding documents. It is anticipated that we will begin soliciting bids for the project in early August, with a bid opening date before your September meeting. Hopefully, a contract can be awarded at your meeting in August.

No action is anticipated on this agenda item.

City of Meadowlakes

Mayor and Council Communications

Council Meeting Date: July 19, 2022

Council Action Agenda Item: **6-B-Update on Tennis Court Renovation Project**

Date: July 13, 2022

Agenda Item: Old Business – 6-B-Update on Tennis Court Renovation Project

From: Johnnie Thompson, City Manager

Subject:

The tennis court renovation project is winding down. City crews are in the final process of reinstalling all interior and exterior fencing. The courts should be fully functional by the end of the week. I hope to have the windscreens ordered for the courts by the end of the week and hopefully installed later this month or the first of next month.

At this time, I don't have a final cost for this project, but I anticipate that it will come in slightly under budget.

No action is being requested for this item.

City of Meadowlakes

Mayor and Council Communication

COUNCIL ACTION: Agenda Item #7-A

DATE: June 30, 2022

REFERENCE: Agenda Item #7-A-Contract for Election Services and Joint Election Agreement

Council Meeting Date: July 19, 2022

AGENDA ITEM: #7-A-Contract for Election Service and Joint Election Agreement with the Elections Administrator of Burnet County

FROM: Evan Bauer, City Secretary

Approved by Counsel: N/A

SUBJECT:

Attached for your review and consideration is a contract for election services and a joint election agreement with the Elections Administrator of Burnet County. These are related to the General Election that will be held in May 2023. In May of next year, the positions that will be up for Election are for Council positions 2, 4, and 5; Councilmembers Peskin, Wise, and Wood.

The contract and agreement are similar to our current ones. Should our Election be canceled, there is a \$75 administrative fee. If an election is held, the cost to the City will vary depending on the number of entities that participate in the Election.

The Election that will be covered under this agreement is our regular Election that will be held in May of 2023.

RECOMMENDATION:

It is recommended to authorize the Mayor to execute, on behalf of the City, both the “*Contract of Election Services*” and the “*Joint Election Agreement 2022-2023*” as prepared by Burnet County.

ATTACHMENTS:

Contract for Election Services
Joint Election Agreement 2022-2023

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to LPS.* The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. *Election Training.* The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. *Logic and Accuracy Testing.* In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. Notice at Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. Election Equipment. The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper and auditory.

K. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 106 W. Washington St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Elections Office, located at 106 W. Washington St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. Election Day Polling Locations. The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

N. *Election Night Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.* The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. *Canvass Material Preparation.* Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

Q. *Custodian of Election Records.* The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

R. *Recount.*

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *Schedule for Performance of Services.* The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Burnet County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. *Applications for Mail Ballots.* The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, and Canvass.* The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. *Map/ Annexations.* The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

D. *Department of Justice Preclearance for Special Elections.* If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. *Ballot Information.* The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

F. *Precinct Reports to the Texas Secretary of State.* Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. *Annual Voting Report.* The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Number of Election Workers at Election Day Polling Locations.* It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. *Compensation for Election Workers.* The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Burnet County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

V. PAYMENT

A. *Charges and Distribution of Costs.* In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

B. *Administrative Fee.* The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. *Equipment Rental Fee.* Per Section 123.032(d) of the Texas Election Code, the Burnet County Commissioners Court has set the equipment rental fee at \$150 per JBC and per eSlate. There is no charge for Early Voting rental of equipment. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Burnet County Commissioners Court.

D. *Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District.* A LPS that is not a city, school district or the Central Texas Groundwater Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. *Payment.* The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.
- C. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:
 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/ Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Representatives. For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Doug Ferguson
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

* * *

WITNESS BY MY HAND THIS THE 29th DAY OF June, 2022.

CONTRACTING OFFICER:

A handwritten signature in black ink that reads "Doug Ferguson". The signature is written in a cursive style and is positioned above a horizontal line.

Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST: _____

JOINT ELECTION AGREEMENT 2022-2023

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2022 to July 2023; and

Whereas, each of the LPSs is located partially or entirely within Burnet County, Texas (the “County”); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS’s election(s) from August 2022 to July 2023; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2022 through July 2023.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2022 through July 2023.
- III. **Early Voting Polling Locations.** The Early Voting locations for most elections will be at the AgriLife Auditorium, 607 N. Vandever St., Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. In November of even years, the county will also use Granite Shoals Community Center, 1208 North Phillips Ranch Rd, Granite Shoals, TX 78654, and Bertram Library, 170 North Gabriel St., Bertram, TX 78605. The costs incurred in connection with the AgriLife Auditorium and Bertram Library Early Voting locations will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex and Granite Shoals Community Center Early Voting locations will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the City of Double Horn, CTGCD and Burnet County.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
 - b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
 - c. If there is no city or ISD election the county pays 100%.
 - d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
 - e. If there is no city election, the ISD pays 100%.
 - f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted upon request.

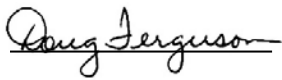
APPROVED BY THE GOVERNING BODY OF _____ in its meeting held the
_____ day of _____, 202_, and executed by its authorized representative.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:



Doug Ferguson
Elections Administrator, Burnet County, Texas

June 29, 2022

Date

City of Meadowlakes

Mayor and Council Communications

Council Meeting Date: July 19, 2022

Council Action Agenda Item: 7-B – Renewal of Contract with Marble Falls EMS for Emergency Medical Response within the City

Date: July 12, 2022

Agenda Item: New Business Agenda Item 7-B

From: Johnnie Thompson, City Manager

Subject:

Emergency medical services have been provided to the City for over 28 years by the Marble Falls Emergency Medical Service, Inc., a nonprofit corporation. The City's three-year contract with this organization will expire on September 30, 2022. The proposed contract references a 3% per escalation clause, the same clause as in the existing contract. The cost of services has increased for the existing three-year contract which totaled approximately \$3,660. The proposed contract has the same 3% escalation clause, and we would see about a \$4,000 increase over the contract term. The proposed term for the new contract is from October 1, 2022, through September 30, 2025.

The annual cost for the next three fiscal years is as followed:

FY2023	\$44,457
FY2024	\$45,790
FY2025	\$47,164

The proposed contract is identical to our existing contract, except it has been changed to reflect the following:

1. The term of the agreement was updated to reflect the new three-year term.
2. Funding was updated to reflect the above-referenced annual cost.
3. The agreement was amended to reflect the Council's changes approved in the agreement in May, in regards to fees charged for services.

Recommendation: Staff recommends approval of the proposed three-year agreement. A simple motion to approve the contract to authoriz the Mayor to execute the agreement on behalf of the City, and to be entered into the Minutes of the meeting is adequate.

Attachment (s): Proposed Marble Falls EMS contract for FY23-FY25

CITY OF MEADOWLAKES SERVICE AGREEMENT

**STATE OF TEXAS
COUNTY OF BURNET**

This agreement by and between the City of Meadowlakes, hereinafter referred to as “City”, and the Marble Falls Area Emergency Medical Service, Inc., and its successors, hereinafter referred to as “MFAEMS”, for and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

I. PURPOSE

The MFAEMS shall provide emergency medical services and transportation within the corporate limits of the City. At no time will all of the vehicles operated by the MFAEMS be outside the service area of MFAEMS except in the event of transport to or from a hospital or clinic or a major catastrophe when the MFAEMS shall make every reasonable effort to provide or to obtain emergency medical services by other means.

II. TERMS OF RENEWAL

The term of this agreement shall be for three (3) years, from October 1, 2022, through September 30, 2025, unless terminated by either party with ninety (90) days’ written notice.

III. MAINTENANCE OF EQUIPMENT

MFAEMS shall maintain its equipment, including medical, in good working and operating condition at its sole expense throughout the duration of this agreement.

IV. SUPPLIES

MFAEMS shall maintain adequate and appropriate medical supplies on board while responding to City emergencies at its sole expense throughout the duration of this agreement.

V.
FUNDING

The City shall aid funding to the MFAEMS for its services to be rendered under this agreement as follows:

- a. It has been agreed that the City's residents' prorate share of the cost of providing services to the residents of the City is \$44,457.00 for fiscal year 2023, \$45,790.00 for fiscal year 2024, and \$47,164.00 for fiscal year 2025.
- b. The MFAEMS shall propose a funding budget to the City, no less than ninety (90) days prior to the end of the City's agreement with MFAEMS. The City of Meadowlakes' MFAEMS funding budget line item shall be subject to the approval of the City Council.
- c. Payment shall be made to MFAEMS in any manner deemed appropriate by the City provided the method of payment is acceptable to both parties. Unless otherwise agreed, the City shall make payments in equal monthly installments no later than the tenth day of each month.
- d. The MFAEMS may request additional funding at any time for emergency items of necessity, subject to the approval of the City Council.
- e. A fee may be charged and collected by the MFAEMS from each and every recipient of emergency medical services for each call or run performed according to its schedule. See attached list marked as EXHIBIT "A" for current fee schedule. Any rate increase in EXHIBIT "A" must be approved by the City through a Contract Modification Agreement which shall include the amounts of said increases, rationale of increase and affectivity of dates.

VI.
AUDIT AND REPORT

The MFAEMS shall provide, upon request, one (1) copy of its annual audit. At least annually upon presentation of the funding budget to the City, the MFAEMS shall provide the City with the following information:

- a. The total number of patients treated from the City's residents and the total number of patients treated within the total service area;
- b. The average response time to City residents' calls and the average response time to all calls within the service area;
- c. The amount billed the City's residents; and
- d. The percentage of fees collected from the City's residents.

VII.
AMENDMENTS

No amendments, alterations, or changes in the terms and conditions set out herein shall be effective without written consent of the parties hereof.

VIII.
INDEMNIFICATION

The MFAEMS, its agents, representatives and employees shall indemnify and hold the City harmless from any and all claims and/or actions arising from the MFAEMS's performance under this agreement. The MFAEMS shall provide liability insurance as required by Texas State Law, but in no event less than the current limits. A copy of said policy shall be provided to the City upon acceptance of this Agreement and upon subsequent policy renewal.

IX.
EFFECTIVE DATE

This agreement shall become effective October 1, 2022

Executed this _____ day of _____, 2022

THE CITY OF MEADOWLAKES

MARBLE FALLS AREA EMS, INC.

BY _____
MARK BENTLEY
Mayor

BY _____
CARLTON BRADY
President

ATTEST: _____
City Secretary

EXHIBIT "A"

Charge Description	2005 Rates	2011 Rates	2017 Rates	2022 Rates
ALS1 Emergency Base Rate	\$815.00	\$895.00	\$895.00	\$1,700.00
ALS1 Non-Emergency Base Rate	\$815.00	\$895.00	\$895.00	\$1,700.00
ALS2 Emergency Base Rate	\$850.00	\$935.00	\$935.00	\$1,750.00
ALS Emergency Mileage	\$14.00	\$15.50	\$18.00	\$22.00
ALS Non-Emergency Mileage	\$14.00	\$15.50	\$18.00	\$22.00
ALS Supplies - Routine Disposable	\$50.00	\$55.00	\$55.00	\$425.00
BLS Emergency Base Rate	\$750.00	\$825.00	\$825.00	\$1,375.00
BLS Non-Emergency Base Rate	\$750.00	\$825.00	\$825.00	\$1,375.00
BLS Emergency Mileage	\$14.00	\$15.50	\$18.00	\$22.00
BLS Non-Emergency Mileage	\$14.00	\$15.50	\$18.00	\$22.00
BLS Supplies - Routine Disposable	\$50.00	\$55.00	\$55.00	\$375.00
Oxygen Administration	\$113.15	\$120.00	\$120.00	\$125.00
Treatment - No Transport	\$150.00	\$150.00	\$150.00	\$250.00

City of Meadowlakes

Mayor and Council Communications

Council Meeting Date: July 19, 2022

Council Action Agenda Item: 7-C - Retaining an independent accounting firm to conduct the Fiscal Year 2022 audit

Date: July 12, 2022

Agenda Item: New Business Agenda Item 7-C

From: Johnnie Thompson, City Manager

Subject:

The Local Government Code requires the City to audit all records and accounts annually, and the audit is conducted at the end of the City's fiscal year. The annual audit must be filed with the City Secretary within 180 days of the end of the City's fiscal year, which means the audit report must be filed by March 30th. The audit must be conducted by a certified public accountant that is experienced in conducting governmental auditing. The City, for several years, has retained the firm of Neffendorf & Knopp, P.C. of Fredericksburg, which merged with another accounting firm last year to form the firm of Neffendorf & Blocker. Please find attached for your consideration a letter of engagement with the firm for a cost of \$18,000. We paid \$15,500 for the audit for the past two years,

Recommendation:

I would recommend that the firm of Neffendorf & Blocker be retained for conducting our fiscal year 2022 audit.

Attachment (s):

Letter of engagement dated July 13, 2022 from the firm of Neffendorf & Blocker, PC of Fredericksburg.



NEFFENDORF & BLOCKER, P.C.

July 13, 2022

To Honorable Mayor and City Council
City of Meadowlakes, Texas
177 Broadmoore Street, Suite A
Meadowlakes, Texas 78654

We are pleased to confirm our understanding of the services we are to provide City of Meadowlakes, Texas for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Meadowlakes, Texas as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Meadowlakes, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Meadowlakes, Texas's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Employer Contributions
- 5) Schedule of Changes in Net OPEB Liability and Related Ratios
- 6) Schedule of Employer OPEB Contributions

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

TEL: 830 997 3348 **EMAIL:** info@nb-cpa.com

P.O. Box 874 · 512 S Adams Street, Fredericksburg, TX 78624

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS & TEXAS SOCIETY OF CPAs

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Meadowlakes, Texas and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified no significant risk(s) of material misstatement.

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

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the

effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of City of Meadowlakes, Texas in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

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

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

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

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

Keith Neffendorf, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for services will be at our standard hourly rates except that we agree that our gross fee, including expenses, will not exceed \$18,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City of Meadowlakes, Texas's financial statements. Our report will be addressed to the Mayor and City Council of City of Meadowlakes, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Meadowlakes, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

Very truly yours,

Neffendorf & Blocker, P.C.

NEFFENDORF & BLOCKER, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Meadowlakes, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

City of Meadowlakes

Mayor and Council Communications

Council Meeting Date: July 19, 2022

Council Action Agenda Item: **7-D-Authorize the purchase of a wide-area mower for the golf course**

Date: July 12, 2022

Agenda Item: New Business Agenda Item 7-D

From: Johnnie Thompson, City Manager

Subject:

During the recent budget workshops, we discussed the possibility of replacing one of the main wide-area mowers used on the golf course. The mower under consideration for replacement was bought in 2015 and is used to mow the fairways and roughs on the golf course. The current mower is beginning to show its age due to metal fatigue and other mechanical-related issues. The replacement mower would be similar to the one currently used, except that the mowing decks would be galvanized instead of painted. The new mower would be similar to the one pictured below.

We have two mowers made by this manufacturer; the last one purchased was a considerably smaller mower and was purchased in 2020. If approved, the mower would be purchased via BuyBoard, thus eliminating the need for the City solicit additional quotes. The mowing width of the mower is just under 20 feet; while there are other manufacturers with similar mowers, they lack the mowing width and cut of this mower. In addition, golf course maintenance personnel have been extremely pleased with both mowers' performance and have recommended that they prefer to stay with a like unit.



Recommendation:

I had initially anticipated purchasing the mower in FY23. However, with supply chain issues that most manufacturers are encountering, it's driving costs up almost daily. I would recommend that we purchase the new mower as soon as possible to prevent any additional price increases. The Fund is anticipated to have surplus operating funds in FY2022 to cover the cost of the proposed mower.

As you may recall, I recently discussed the Recreation Fund's FY23 budget; and I had budgeted \$52,000 to replace this mower. The budgeted amount was based on a quote received in May, which was good for 30 days at a delivered price was \$51,787.10. I requested a new quote, and upon receiving it last week, the price has increased to \$54,285.15, which is almost a \$2,500 increase in about 60 days. The mower being replaced was bought in November of 2015 for \$37,175.

There is a four to six-month lead time on the delivery of the unit.

A simple motion that authorizes the City Manager to purchase the mower would be adequate approval.