



**NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
Tuesday, September 6, 2016 – 6:00 pm**

A quorum of the Marble Falls Economic Development Corporation
and the Planning & Zoning Commission may be present

Notice is hereby given that on the 6th day of September, 2016 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 3rd Street, Marble Falls, Texas, at which time the following subjects will be discussed:

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”*
4. **UPDATES, PRESENTATIONS AND RECOGNITIONS**
5. **CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.*
6. **CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
 - (a) Approval of the [minutes](#) of the August 16, 2016 regular meeting. **Christina McDonald, City Secretary**
 - (b) Approval of the [3rd Quarterly Investment Report](#) for the period April 1, 2016 through June 30, 2016. **Margie Cardenas, Finance Director**

7. REGULAR AGENDA. Council will individually consider and possibly take action on any or all of the following items:

- (a) Discussion and Action on the Second Reading on [Ordinance 2016-O-08C](#) adopting a budget for the City of Marble Falls and the Marble Falls Economic Development Corporation for Fiscal Year 2016/2017. **Margie Cardenas, Finance Director**
- (b) Discussion and Action on the Second Reading on [Ordinance 2016 –O-08D](#) adopting a proposed tax rate for Fiscal Year 2016/2017. **Margie Cardenas, Finance Director**
- (c) Discussion and Action regarding the award of [contract to Halff Associates, Inc.](#) for professional services associated with the Land Use Ordinance update and authorizing the City Manager to execute contract. **Caleb Kraenzel, Assistant City Manager**
- (d) Discussion and Action on [Ordinance 2016-O-09A](#) “Ordinance authorizing the issuance of \$7,930,000 “City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016”; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates. **Margie Cardenas, Finance Director**
- (e) Discussion and Action regarding approval of [Resolution 2016-R-09A](#) adopting the Five Year Capital Improvement Plan for the fiscal year beginning October 1, 2016. **Eric Belaj, City Engineer**
- (f) Discussion regarding possible increases on [water and wastewater rates.](#) **Margie Cardenas, Finance Director**
- (g) Discussion regarding a [master fee schedule](#) which consolidates and amends fees charged for City services in one location. **Mike Hodge, City Manager**

8. CITY MANAGER’S REPORT

- CAMPO Update
- Update on Avenue N TxDOT signal
- Update on new Public Safety Building

9. EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney), Pursuant to §551.087 (Deliberation Regarding Economic Development Negotiations), and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of the Open Meetings Act. Tex. Gov’t Code, Council will meet in Executive Session to discuss the following:

- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.
- Discussion regarding lease of City owned property.
- Discussion regarding City economic development incentives.

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.

12. ADJOURNMENT.

“The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, 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), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).”

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.

Certificate of Posting

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posting at City Hall, in a place readily accessible to the general public at all times, on the 1st day of September, 2016 at 1:30 pm and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Christina McDonald
Christina McDonald, TRMC
City Secretary

The agenda is also posted on the City’s web site www.marblefallstx.gov

September 6, 2016

6. CONSENT AGENDA

- (a) Approval of the minutes of the August 16, 2016 regular meeting. ***Christina McDonald, City Secretary***
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Background information is attached as follows:

[August 16, 2016 regular meeting minutes](#)

**STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS**

On this the 16th day of August, 2016 the Council of the City of Marble Falls convened in regular session at 6:00 pm at the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

PRESENT:

John Packer	Mayor
Jane Marie Hurst	Mayor Pro-Tem
Rachel Austin-Cook	Councilmember
Craig Magerkurth	Councilmember
Reed Norman	Councilmember
Richard Westerman	Councilmember

ABSENT:

Ryan Nash	Councilmember
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STAFF:

Mike Hodge	City Manager
Caleb Kraenzel	Assistant City Manager
Monte Akers	City Attorney
Christina McDonald	City Secretary
Christian Fletcher	EDC Executive Director
Midge Dockery	EDC Business Development Coordinator
Margie Cardenas	Finance Director
Mark Whitacre	Chief of Police
Ted Young	Police Captain
Glenn Hanson	Police Captain CID
Monique Breaux	Parks Admin. Asst.
Russell Sander	Fire Chief
Mike Ingalsbe	Building Official
Eric Belaj	City Engineer
Angel Alvarado	Human Resources Director
Lisa Ward	Executive Assistant

VISITORS: Glynis Smith (The Highlander), Mark McDonald (Broker, McDonald Agency), Kelly Crane (Manager Ridgemont Village), Scott and Gail Matthews (Owners Ridgemont Village), Dee and Adrian Guinn (Residents Ridgemont Village), Amber Weems (101 Highland Lakes), Patti Zinsmeyer (Executive Director Marble Falls/Lake LBJ Chamber of Commerce), Debbie Harvey (Scott and White Health Plan), Scott Streit (First State Bank)

- 1. CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:00 pm and announced the presence of a quorum.

2. **INVOCATION.** Councilmember Norman gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Councilmember Austin-Cook led the pledges.
4. **UPDATES, PRESENTATIONS AND RECOGNITIONS**
 - Mayor John Packer presented Ridgemont Village with the first annual Community Pride Award to Ridgemont Village. Kelly Crane, Manager, Scott and Gail Matthews Owner and Dee and Adrian Guinn, Residents were present to receive the recognition.
 - **Presentation from 101 Highland Lakes.** Amber Weems, 101 Highland Lakes representative gave a brief presentation on the organization's request for HOT funds for marketing.
5. **CITIZEN COMMENTS.** There were no citizen comments.
6. **CONSENT AGENDA.**
 - (a) **Approval of the minutes of the July 27 and 28, 2016 budget workshops, the August 2, 2016 regular meeting, and the August 2, 2016 joint workshop.**
 - (b) **Approval of Purchase Order # 10920 to Siddons Martin Emergency Group authorizing refurbishment of Ladder Truck (Truck 1) in an amount not to exceed \$194,614 and authorizing the City Manager to sign the documents.**
 - (c) **Approval of Resolution 2016-R-08A authorizing the submission of a grant application to the Office of the Governor for FY 2016 CJD body worn camera program grant.**

Mayor Pro-Tem Hurst made a motion to approve the consent agenda. Councilmember Westerman seconded the motion. The motion carried by a unanimous vote (6-0).

7. **REGULAR AGENDA.**
 - (a) **Public Hearing, Discussion and First Reading on Ordinance 2016-O-08C adopting a budget for the City of Marble Falls and the Marble Falls Economic Development Corporation for Fiscal Year 2016/2017.** Margie Cardenas, Finance Director addressed Council. Mayor Packer opened the public hearing. After some discussion on the proposed budget, Mayor Packer closed the public hearing and read the caption of the ordinance. First reading of ordinance. No action was taken.
 - (b) **Public Hearing, Discussion and First Reading on Ordinance 2016-O-08D adopting a proposed tax rate for Fiscal Year 2016/2017.** Margie Cardenas, Finance Director addressed Council. Mayor Packer opened the public hearing. There being no discussion, Mayor Packer closed the public hearing and read the caption of the ordinance. First reading of ordinance. No action was taken.

- (c) **Discussion and Action on award of contract for Group Health Insurance for FY October 1, 2016 through September 30, 2017.** Angel Alvarado, Human Resources Director addressed Council and introduced Broker Mark McDonald. Mr. McDonald addressed Council. Debbie Harvey, representative from Scott and White Health Plan was present. Mayor Pro-Tem Hurst made a motion to award the contract for Health Insurance to Scott & White, dental to Aetna and vision to Always Care as recommended by staff and the benefits committee. Councilmember Westerman seconded the motion. The motion carried by a vote of 6-0.
- (d) **Discussion and Action on the Second Reading of Ordinance 2016-O-08A zoning for traffic and rate of speed on SH-71 in the city limits of the City of Marble Falls; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; with a saving clause repealing conflicting laws and declaring an emergency.** Eric Belaj, City Engineer addressed Council. Councilmember Westerman made a motion to approve Ordinance 2016-O-08A. Councilmember Austin-Cook seconded the motion. The ordinance was approved on the second reading by a vote of 6-0.
- (e) **Discussion and Action regarding entering into a Memorandum of Agreement with the Texas Department of Transportation (TxDOT) accepting the conveyance of portions of Avenue H, Buena Vista and the boat ramp located at Lakeside Park.** Mike Hodge, City Manager addressed Council. Councilmember Westerman made a motion to enter into a Memorandum of Agreement with the Texas Department of Transportation accepting the conveyance of portions of Avenue H, Buena Vista and the boat ramp located at Lakeside Park and authorize the Mayor to execute the agreement. Mayor Pro-Tem Hurst seconded the motion. The motion carried by a vote of 6-0.
8. **CITY MANAGER'S REPORT.** City Manager Mike Hodge gave Council an update on the new four way stop signs at the following intersections: Avenue S and Second Street, Northwood Drive and Northwood Drive, Gateway Parkway and Gateway North and Park View Drive and East Oak Ridge Drive. Mr. Hodge also spoke about future truck enforcement in the city.
9. **EXECUTIVE SESSION**
CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney), Pursuant to §551.087 (Deliberation Regarding Economic Development Negotiations), and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to discuss the following:
- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.

7:23 pm convened to Executive Session

7:55 pm returned to Open Session

10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** No action was taken.

11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** Items for the September 6 regular City Council agenda were reviewed.

12. **ADJOURNMENT.** There being no further business to discuss, Councilmember Austin-Cook made a motion to adjourn. The motion was seconded by Councilmember Norman and the meeting was adjourned at 7:56 pm.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

September 6, 2016

6. CONSENT AGENDA

(b) Approval of the 3rd Quarterly Investment Report for the period April 1, 2016 through June 30, 2016. **Margie Cardenas, Finance Director**

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
September 6, 2016**

Agenda Item No.: 6(b)
Presenter: Margie Cardenas
Department: Finance
Legal Review: N/A

AGENDA CAPTION

Approval of the 3rd Quarterly Investment Report for the period April 1, 2016 through June 30, 2016.

BACKGROUND INFORMATION

The 3rd quarter report shows earnings of \$3,616. The higher earnings this quarter were earned from the investment pool, Logic at an amount of \$2,596. The demand deposit accounts at three of our local banks earned an amount of \$928. The certificate of deposit accounts earned \$92 this quarter. The year to date earnings total is now at \$9,362. We held 69% of our investments in Logic, due to the higher interest rate in comparison to the other interest earning instruments.

This quarter our weighted average yield of .46 is above the 6 months and the 1 year T-Bill benchmark of .360 and .450, consecutively. Our weighted average maturity is 6.2 days. We are maintaining all of our investments at short maturity dates, due to the low interest rates overall.

[View Report](#)

**City of Marble Falls
Quarterly Investment Report
3rd QUARTER: APRIL 1- JUNE 30, 2016**

Summary of Investments by Type

Description	Value of all Investments at 3/31/2016		Value of all Investments at 06/30/2016	
	Book Value	Market Value	Book Value	Market Value
Demand Deposits	\$1,334,685	\$1,334,685	\$1,179,185	\$1,179,185
Logic	539,908	\$539,908	3,117,504	3,117,504
Cert. of Deposit	3,248,187	\$3,248,187	248,373	248,373
Total:	\$5,122,780	\$5,122,780	\$4,545,061	\$4,545,061

Summary of Investments by Fund Group

Fund Description	at 3/31/2016	at 06/30/2016	Change
General Fund	498,784	98,491	(\$400,293)
Enterprise Fund	10,459	14,340	\$3,881
Economic Development Corp.	1,010,461	1,305,479	\$295,018
Debt Service Funds	356,845	427,658	\$70,813
Capital Project Funds	3,021,010	2,522,866	(\$498,144)
Special Revenue Funds	225,221	176,227	(\$48,994)
Total:	\$5,122,780	\$4,545,061	(\$577,719)

Summary of Interest Earnings by Type of Investment

Description	This Quarter	Year-to-Date	Average Interest Rate
	April 16- June 16	Oct 15-June 16	
Demand Deposits	928	3,039	0.250
Logic	2,596	3,513	0.564
Cert. of Deposit	92	2,810	0.150
Total:	\$3,616	\$9,362	

WEIGHTED AVERAGE YIELD **0.460**
BENCHMARK YIELD: **6 Months T-Bill Benchmark Yield** **0.360**
1 Year T- Bill Benchmark Yield **0.450**
WEIGHTED AVERAGE MATURITY **6.2 Days**

The City of Marble Falls Investment Portfolio is in compliance with the investment strategy of its investment policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.


 Mike Hodge, City Manager/ Investment Officer

8/24/16
 Date


 Margie Cardenas, Director of Finance/ Investment Officer

8-24-16
 Date

**CITY OF MARBLE FALLS
DEMAND DEPOSIT ACCOUNTS
FOR THE QUARTER ENDED 06/30/2016**

<u>Account Name</u>	<u>Ending Balance at 3-31-2016</u>	<u>Ending Balance at 06-30-2016</u>	<u>Interest</u>
General Fund			
Credit Card Account - Security	0.00	0.00	0
Credit Card Account - FSB	122,453.21	33,161.85	64.58
Operating Account - IBC	35,744.40	35,750.14	5.74
Operating Account - Security Bank	0.00	0.00	0.00
Operating Account - FSB	340,571.68	29,562.75	369.03
Insurance Trust - Security	0.00	0.00	0.00
Insurance Trust - FSB	14.88	16.09	1.21
Total General Fund	<u>498,784.17</u>	<u>98,490.83</u>	<u>440.56</u>
Enterprise Fund			
Utility Deposit - IBC	746.88	746.88	0.00
Utility Deposit - Security	0.00	0.00	0.00
Utility Deposit - FSB	9,711.99	13,592.85	7.39
Total Enterprise Fund	<u>10,458.87</u>	<u>14,339.73</u>	<u>7.39</u>
Economic Development Corporation			
Economic Development Corp.-IBC	243,138.01	243,177.08	39.07
Economic Development Corp-Security	0.00	0.00	0.00
Economic Development Corp - FSB	3,211.09	222,268.37	60.98
Total EDC	<u>246,349.10</u>	<u>465,445.45</u>	<u>100.05</u>
Debt Service			
General Fund I&S	0.00	0.00	0.00
General Fund I&S - FSB	354,599.66	425,410.11	242.32
Total Debt Service	<u>354,599.66</u>	<u>425,410.11</u>	<u>242.32</u>
Special Revenue			
Police Forfeiture Fund	0.00	0.00	0.00
Police Forfeiture Fund - FSB	85,622.76	85,675.99	53.23
Police Federal Forfeiture Fund	0.00	0.00	0.00
Police Federal Forfeiture Fund - FSB	55,153.34	55,187.63	34.29
Flood Buy Back Fund-Security	0.00	0.00	0.00
Flood Buy Back Fund- FSB	0.00	0.00	0.00
La Ventana PID	0.00	0.00	0.00
La Ventana PID - FSB	44,518.95	5,412.33	25.92
TIRZ Fund-FSB	39,198.19	29,222.56	24.37
Total Special Revenue	<u>224,493.24</u>	<u>175,498.51</u>	<u>137.81</u>
 GRAND TOTAL	 <u><u>1,334,685.04</u></u>	 <u><u>1,179,184.63</u></u>	 <u><u>928.13</u></u>

CITY OF MARBLE FALLS POOL INVESTMENTS
AS OF 06/30/2016

LOGIC

Acct Name	Acct Number	GL Acct #	Amount	Interest
Economic Development Corp.	#25	20-1008	591,660.63	735.47
Total EDC			591,660.63	735.47
Police Forfeiture Fund	#16	09-1007	-	-
Police Federal Forfeiture	#23	67-1015	-	-
Hotel/Motel Funds	#15	03-1026	728.30	0.91
Total Special Revenue			728.30	0.91
General Fund Interest & Sinking	#27	04-1034	2,248.12	2.96
Total Debt Service			2,248.12	2.96
WWW System Improvements	#22	44-1020	2,849.35	3.79
C.O. Series 2008	#29	58-1030	156.68	0.12
Gen. Improvement Series 2011	#31	68-1033	2,502,369.08	1,828.58
Utility Improvement Series 2011	#32	45-1031	17,491.51	24.05
Total Capital Improvement			2,522,866.62	1,856.54
GRAND TOTAL			3,117,503.67	2,595.88

CITY OF MARBLE FALLS CERTIFICATE OF DEPOSIT
As of 6/30/2016

<u>CD Name</u>	<u>CD Number</u>	<u>Acct #</u>	<u>Issue Date</u>	<u>Maturity Date</u>	<u>Term of CD</u>	<u>Amount</u>	<u>Int Rate</u>	<u>1st Qtr Int</u>
<u>EDC FUND</u>								
EDC	67827	20-1005.06	10/06/2016	04/09/2016	180 days	248,373.15	0.15	9.18
EDC	RENEWED	20-1005.06	04/10/2016	10/06/2016	180 days		0.15	82.16
Total EDC Fund						248,373.15		91.34
GRAND TOTAL						248,373.15		91.34

September 6, 2016

7. REGULAR AGENDA

- (a) Discussion and Action on the Second Reading on Ordinance 2016-O-08C adopting a budget for the City of Marble Falls and the Marble Falls Economic Development Corporation for Fiscal Year 2016/2017. **Margie Cardenas, Finance Director**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
September 6, 2016

Agenda Item No.: 7(a)
Presenter: Margie Cardenas, Director of Finance
Department: Finance Department
Legal Review: Not Applicable

AGENDA CAPTION

Discussion and Action on the Second Reading of Ordinance 2016-O-08C adopting a budget for the City of Marble Falls and the Marble Falls Economic Development Corporation for Fiscal Year 2016/2017.

BACKGROUND INFORMATION

The budget has been presented to City Council at the budget workshops on July 27-28. The proposed budget includes funding for all existing programs. The budget consists of: General Fund, Water/Wastewater Fund, Debt Service Fund, Capital Project Funds, Economic Development Corporation, and other smaller funds managed by the City.

The proposed budgets for all funds are attached in detail form. Summary comments on the budget for 2016/17 are as follows.

General Fund:

- Maintaining same tax rate as current fiscal year.
- Projection of 4% increase on sales tax revenue
- Increase of 9% on Ad valorem property taxes revenue, due to decreasing debt service (I&S) and increasing operations (O&M)
- Budgeted for employee performance based increases.
- Additional personnel; new ACM and patrol officer.
- Additional maintenance funds of \$50,000 for Street Department and \$30,000 for Parks Department.
- Zoning Ordinance update funded \$55,000
- Mormon Mill/ Mission Hill traffic study.

Water & Wastewater Fund:

- Increase water and wastewater rates, to generate 12% of additional revenue.
- Additional water plant operator.
- Additional maintenance funds of \$25,000 for Water Department and \$25,000 for Wastewater Department.

Economic Development Corporation Fund:

- Hotel & Conference Center \$6.5MM
- Increase BIG Grant from \$50,000 to \$70,000
- Fifth and final payment on Baylor S&W Performance Agreement

Capital Project Funds

- Water Plant Phase IV \$3.9MM
- Wastewater Plant expansion \$2.5MM
- Via Viejo Water Tank replacement \$900,000
- Water lines at Broadway and FM 1431 \$480,000
- Backhoe \$100,000
- Police and Public Works replacement vehicles \$250,000
- Johnson Park playscape \$50,000
- Street improvements \$500,000
- Refurbishment of Ladder Truck \$189,000

The public hearing and first reading of the ordinance took place on August 16, 2016.

[View proposed budget.](#)

ORDINANCE NO. 2016-O-08C

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF MARBLE FALLS, TEXAS, AND THE MARBLE FALLS ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING APPROPRIATIONS FOR EACH DEPARTMENT AND FUND; ESTABLISHING A DEPARTMENT LEVEL BUDGET WITH LINE ITEMS AS SUPPORTING DATA RATHER THAN BEING A LINE ITEM BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Marble Falls, Texas, has prepared, at the direction of the City Council, a proposed City Budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and

WHEREAS, a public hearing was held on August 16, 2016 and all interested persons were given an opportunity to be heard for or against any item within the proposed Budget; and

WHEREAS, after due deliberation, study and consideration of the proposed Budget, the City Council is of the opinion that the Budget should be approved and adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

SECTION I

That the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017 for the support of the general government of the City of Marble Falls, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2016-2017 Budget as filed in the office of the City Secretary.

SECTION II

That the Budget, as on file in the office of the City Secretary, is hereby in all respects adopted as the City's Budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, and that a true and correct copy of the Budget herein approved and adopted shall be filed for record in the office of the City Secretary and it shall be part of the public records of the City of Marble Falls, Texas.

SECTION III

That the City budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, shall be deemed to be a department level budget with line item amounts included as supporting data only.

SECTION IV

To the extent that any expenditure for any project undertaken by the Marble Falls Economic Development Corporation is contained in this budget and money is appropriated therefore, then the inclusion of such project and expenditure shall be considered for all purposes as compliance with the requirements of Section 501.073, Local Government Code whereby approval of the corporation's authorizing unit is required for all programs and expenditures of an economic development corporation. With regard to any and all projects of the Marble Falls Economic Development Corporation contained in this budget that authorizes or requires expenditure by the corporation of more than \$10,000.00, the holding of two public hearings for the purpose of consideration and adoption of this budget shall be considered full compliance with Sec. 505.158(b), Local Government Code, whereby the corporation's authorizing municipality must adopt a resolution approving each such project following two readings of such a resolution.

SECTION V

PROVIDING FOR A SAVINGS CLAUSE. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION VI

This ordinance shall become effective upon passage and adoption in accordance with State Law.

PUBLIC HEARING AND FIRST READING OF ORDINANCE: August 16, 2016.

SECOND READING AND ADOPTION OF ORDINANCE: September 6, 2016.

John Packer, Mayor

Attest:

Approved as to Form:

Christina McDonald, City Secretary

Patty Akers, City Attorney

Proposed Annual Budget

City of



Marble Falls

— T E X A S —

FY 2016-2017

CITY OF MARBLE FALLS, TEXAS

ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2016-2017

This budget will raise more revenue from property taxes than last year's budget by an amount of \$37,684 which is a .08817% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$83,563.

City Council Record Vote

The members of the governing body voted on the adoption of the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Proposed FY 2016-17	Adopted FY 2015-16
Property Tax Rate	0.648300	0.648300
Effective Rate	0.648500	0.626100
Effective M&O Tax Rate	0.232600	0.210000
Rollback Tax Rate	0.665600	0.672100
Debt Rate	0.415700	0.438300

The total amount of municipal debt obligation secured by property taxes for the City of Marble Falls is \$39,579,836.

CITY OF MARBLE FALLS
GENERAL FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

	FY 2015-16	FY 2016-17	% of increase/ decrease
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REVENUES	9,112,299	\$9,607,349	5.43%
TOTAL REVENUE	9,112,299	\$9,607,349	5.43%

EXPENDITURE SUMMARY: DEPARTMENT BUDGET

Administration	817,799	828,503	1.31%
Municipal Court	169,405	181,855	7.35%
Non-Departmental	188,821	198,136	4.93%
Finance	394,950	407,420	3.16%
Human Resources	151,619	157,516	3.89%
Mayor & City Council	21,400	23,130	8.08%
Communication Department	748,441	762,549	1.88%
Police Department	2,526,107	2,616,533	3.58%
Fire Department	1,425,687	1,475,049	3.46%
Engineering Department	0	152,417	0.00%
Development Services	704,518	713,886	1.33%
Street Department	1,135,851	1,196,400	5.33%
Parks & Recreation Dept.	<u>812,106</u>	<u>885,889</u>	9.09%
	9,096,704	9,599,283	5.52%

EXCESS OF REVENUES OVER EXPENDITURES

\$8,066

REQUESTED ITEMS:	<u>Amount</u>	<u>Funded</u>	
Mun. Court -receipt printer	1,500	✓	
Mun. Court -full time JCM/Dep Court Clerk	38,660		
Finance- Incode upgrade 2016	1,200	✓	
H.R.- Mirarchi prof. development	10,000		
Police - 2 Sgts. Positions	146,000	✓	2 Sgts. Promot./1 patrol 86,500
Fire- Vehicle Replacement Admin	24,000		
Fire- seasonal & hourly coverage	6,000		
Fire- OT captains monthly meetings	2,000	✓	
Engineering- Traffic Study Mission Hill/M.Mill	22,000	✓	
Dev. Services- Zoning ordinance	55,000	✓	
Dev. Services- GIS data acquisition	5,200	✓	
Street- road improvement	50,000	✓	
Parks- Rec Coordinator	54,000		
Employee Increases	151,450	✓	
<i>ITEMS FROM PRIORITIZATION WORKSHOP</i>			
Fire- equipment for reserve engine	55,000		
Police - 4 vehicles	180,000		Finance thru Bond Sale 2017
Street- 2 1ton trucks	70,000		Finance thru Bond Sale 2017
Parks- Gen. Maintenance (tables and fencing)	30,000	✓	
Finance- TCM	15,000		
H.R.- TCM	14,000		
Police- Mobile & Body Camera System	25,000	✓	
Parks- Johnson Park playscape	50,000		Finance thru Bond Sale 2017
Street- Roller machine	120,000		
Fire- Professional services studies	14,500		
Fire- refurbishment of T1	189,614		Finance thru Bond Sale 2017
Fire- repairs of reserve engine	18,000		
Fire- pt time fire fighter equipment	20,405		
	1,368,529		

Estimated Fund Balance @ 9/30/16	\$1,474,328
Recommended Reserves (25% of expenditures)	2,399,821

01- General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
REVENUES				YEAR END	
4001	CURRENT PROPERTY TAXES	1,353,763	1,510,000	1,510,000	1,650,000
4002	DELINQUENT PROPERTY TAXES	12,011	30,000	30,000	33,000
4003	PENALTY & INTEREST-TAXES	13,940	20,000	20,000	22,000
4005	SALES TAX	3,699,337	3,803,961	3,803,961	3,956,119
4006	SALES TAX/PROPERTY TAX RELIEF	1,849,668	1,930,883	1,930,883	2,008,118
4008	FRANCHISE FEE-ATMOS	48,229	54,000	54,000	56,000
4009	FRANCHISE FEE-TELCOM	40,772	47,000	47,000	47,940
4010	FRANCHISE FEE-NORTHLAND CAB	36,887	32,000	32,000	32,640
4010.01	NORTHLAND CABLE- 1% P.E.G F	11,223	0	8,000	8,160
4011	FRANCHISE FEE/P.E.C.	283,369	293,000	293,000	298,860
4012	FRANCHISE FEE/ALLIED WASTE	126,740	120,000	120,000	120,000
4013	FRANCHISE FEE-TIME WARNER	40,186	34,000	34,000	37,000
4013.01	TIME WARNER- 1% P.E.G. FEE	8,037	6,300	6,300	6,426
4016	BINGO TAX	2,748	4,000	5,000	5,500
4017	MIXED BEVERAGE TAX	47,303	42,000	50,000	55,000
4030	MUNICIPAL COURT FINES	138,644	160,000	170,000	200,000
4031	MUN. COURT-SERVICE FEES	6,051	7,200	8,000	8,500
4032	WARRANT SERVICE FEE	22,310	25,000	25,000	25,000
4034	CERTIFICATE OF OCCUPANCY RE	2,450	3,000	3,000	3,100
4044	TIME PAYMENT FEE(JUDICIAL E	825	1,000	1,100	1,200
4045	DRIVER SAFETY COURSE ADMIN	950	1,000	1,400	1,500
4046	JUVENILE CASE MGMT FUND	5,061	5,500	6,000	6,000
4101	GARBAGE PENALTIES	9,404	12,000	12,000	12,200
4200	SWIMMING POOL ADMISSIONS	21,477	24,000	24,000	25,000
4225	SWIMMING POOL PARTIES	4,940	6,000	6,000	6,000
4226	SWIMMING LESSONS	2,600	3,000	3,000	3,000
4227	SWIM TEAM FEES	1,134	0	0	0
4228	SEASON POOL PASSES	2,900	3,500	3,500	3,500
4250	SWIMMING POOL CONCESSIONS	887	2,600	2,600	2,600
4251	PAVILION CLEANING FEES	36,075	40,000	45,000	50,000
4252.01	DONATIONS FOR SPRING BREAK	250	0	0	0
4253	RESALE ITEMS- PARKS DEPT.	138	0	200	100
4306	MISCELLANEOUS REVENUE	75,182	70,000	70,000	70,000
4308	PAVILION REVENUE	41,090	42,000	65,000	75,000
4309	OVERAGE/SHORTAGE ACCOUNT	-178	0	0	0
4310	PARK CONCESSION AGREEMENTS	3,140	3,000	3,000	3,000
4314	INSURANCE PROCEEDS	0	0	4,000	0
4402	REIMBURSEMENT/SECURITY	9,615	12,000	17,000	17,000
4404	TRIAL REIMB.- POLICE O.T.	102	0	0	0
4406	PARK RESERVATIONS/PERMITS	10,428	11,000	20,000	24,000
4411	HELICOPTER PAD LEASE	765	765	765	765
4412	MEMORIAL BENCH	0	0	600	0
4413	LEOSE/STATE TRAINING FDS	1,731	0	1,705	0
4414	PAVILION PAVESTONES	0	0	100	0
4416	EQUIPMENT GRANT-POLICE DEPT	4,408	0	0	0
4416.01	NRA POLICE GRANT	4,496	0	0	0
4418	RADIO COMM. UPGRADE GRANT	0	75,000	75,000	0

4420	TRAINING REGISTRATION FEES	0	17,600	17,675	10,000
REVENUES- CONTINUED					
4500	OFFICE SALES	2,473	2,500	2,000	2,200
4501	SALE OF PROPERTY	67,593	0	0	0
4502	SALE OF ASSETS	833	5,000	25,000	10,000
4503	ALARM LICENSE & PERMITS	14,125	12,000	10,000	10,000
4504	BUILDING PERMITS	49,180	65,000	80,000	80,000
4505	ALCOHOL PERMITS & LICENSE	3,888	4,000	4,500	4,500
4506	GIS FEES	15	0	0	0
4512	ZONING & VARIANCE FEES	34,770	35,000	30,000	32,000
4517	DONATIONS/FIRE DEPARTMENT	500	500	510	0
4520	MAP SALES	0	0	30	0
4523	COUNCIL OF GOV.-POLICE	1,000	1,000	1,000	0
4525	FIRE PERMITS/INSPECTIONS	780	1,000	1,000	1,000
4526	PLAN REVIEW FEES	6,400	4,500	10,000	8,000
4527	RE-INSPECTION FEES	400	0	0	0
4528	NPS EXEMPT	1,450	2,000	1,500	1,500
4529	NPS FILING	0	0	2,000	2,000
4530	COM NPS	13,533	6,000	12,000	12,000
4531	RES NPS	0	4,000	7,000	6,000
4534	SALES FROM VENDING MACHINE	0	300	200	300
4560	BANK INTEREST EARNED	2,173	3,000	2,400	2,500
4570	INTEREST EARNED ON ASSESSME	169	0	0	0
4902	TRANSFER FROM CEMETERY	7,500	7,500	7,500	0
4903	TRANSFER FROM WATER FUND	375,000	221,000	221,000	284,000
4907	TRANSFER FROM ECONOMIC DEV.	25,000	25,000	25,000	25,000
4913	TRANSFER FROM LA VENTANA	2,500	2,500	2,500	2,500
4921	TRANSFER FROM FUND 73 AMY YOUNG	0	53,390	53,390	0
4960	INTERGOVERNMENTAL-MFISD	51,000	51,000	51,000	51,000
4961	REIMB COMM AGRMNT-HSB	68,900	68,900	68,900	75,790
4961.01	REIMB COMM AGRMNT-CW SHO	13,300	13,300	13,300	14,630
4962	REIMB ON COMM AGRMNT- G.S.	50,000	50,000	50,000	55,000
4967	REIMB SPILLMAN MAINT- HSBAY	0	5,400	5,400	10,800
4968	REIMB SPILLMAN MAINT- CW SHO	0	5,400	5,400	10,800
4969	REIMB SPILLMAN MAINT- G.S.	0	5,400	5,400	10,800
4970	REIMB SPILLMAN MAINT- MFAEMS	0	5,400	5,400	10,800
TOTAL REVENUES		8,773,570	9,112,299	9,233,119	9,607,349

01-General Fund

	2014-2015	2015-2016	2015-2016	2016-2017	
	ACTUAL	BUDGET	PROJECTED	PROPOSED	
			YEAR END		
ADMINISTRATION					
<u>PERSONNEL SERVICES</u>					
542-5100	SALARIES (EXEMPT)	287,441	297,088	297,088	338,973
542-5105	SALARIES (NON-EXEMPT)	31,274	35,978	38,000	41,200
542-5135	SEASONAL & HOURLY EMPLOYEES	4,609	0	3,250	3,250
542-5140	OVERTIME	114	500	3,500	1,500
542-5155	EMPLOYEE LONGEVITY PAY	4,075	4,400	4,506	6,200
542-5170	SOCIAL SECURITY	26,998	26,818	27,700	30,900
542-5175	RETIREMENT	15,651	17,528	17,500	23,400
542-5180	EMPLOYEE HEALTH/DENTAL	21,837	25,092	24,000	22,800
542-5181	DEPENDENT HEALTH/DENTAL	3,277	4,755	7,300	6,935
542-5182.01	LIFE/LTD	1,983	2,000	2,000	2,000
542-5183	HSA - EMPLOYER CONTRIBUTION	3,000	3,000	3,000	3,000
542-5190	WORKERS COMPENSATION	596	550	750	800
542-5193	AUTO ALLOWANCE	12,600	12,600	12,600	12,600
TOTAL PERSONNEL SERVICES		413,455	430,309	441,194	493,558
<u>SUPPLIES</u>					
542-5314	COMPUTER EQUIPMENT	2,333	2,000	1,500	1,500
542-5318	FURNITURE	546	500	500	500
542-5320	POSTAGE	4,521	7,500	8,000	8,000
542-5330	GAS, OIL, & NEW TIRES	820	1,100	700	700
542-5332	OFFICE SUPPLIES	10,684	10,000	10,000	10,000
542-5333	COMPUTER SUPPLIES/SOFTWARE	29,105	9,000	6,000	5,000
542-5335	JANITORIAL SUPPLIES	472	200	300	300
542-5350	PRINTING	807	1,200	1,000	500
542-5354	ELECTION SUPPLIES & EXPENSE	2,338	500	200	3,500
542-5355	PUBLICATIONS & BOOKS	54	300	314	300
542-5390	SMALL TOOLS & EQUIPMENT	0	300	300	300
542-5399	MISCELLANEOUS SUPPLIES	1,002	700	1,200	1,000
TOTAL SUPPLIES		52,682	33,300	30,014	31,600
<u>MAINTENANCE</u>					
542-5401	BUILDING MAINTENANCE	7,980	16,500	17,500	6,500
542-5404	TELEPHONE MAINTENANCE	2,052	2,600	2,600	2,600
542-5406	SOFTWARE MAINTENANCE	3,828	4,600	1,000	1,500
542-5408.01	LIBRARY MAINTENANCE	2,488	7,500	13,500	10,000
542-5457	VEHICLE/EQUIP. MAINTENANCE	93	200	200	200
TOTAL MAINTENANCE		16,441	31,400	34,800	20,800
<u>SERVICES</u>					
542-5501	MEDICAL SERVICES	103	200	0	200
542-5501.01	BACKGROUND CHECKS	29	100	0	100
542-5513	ENGINEERING SERVICES	9,000	6,000	6,000	0
542-5513.06	RIGHT OF WAY SERVICES	0	4,200	4,200	0
542-5514	LEGAL SERVICES-CONTRACT	64,010	70,000	65,000	65,000
542-5515.01	SURVEYING	3,415	5,000	5,000	0
542-5520	PROFESSIONAL SERVICES	29,621	18,000	20,000	20,000
542-5520.05	PROF. SVCS-COMPUTER SUPPORT	31,689	30,000	30,000	22,000
542-5521	JANITORIAL CONTRACT	23	0	0	0
542-5525	CODIFICATION CITY ORDIN.	2,429	4,000	4,000	4,000

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED YEAR END	PROPOSED
SERVICES- CONTINUED					
542-5525.01	ONLINE LIBRARY	4,231	6,000	5,000	4,000
542-5527	BANK FEES	33	0	0	0
542-5530	ADVERTISING & NOTICES	1,269	3,000	2,000	2,000
542-5540	TELEPHONE	9,188	9,000	6,000	6,000
542-5542	NATURAL GAS	1,303	1,400	1,400	1,400
542-5545	ELECTRICITY	10,591	10,500	10,500	10,500
542-5545.01	ELECTRICITY- TRAIN DEPOT	756	1,000	1,000	0
542-5570	RENTAL EQUIPMENT	13,549	13,000	12,000	10,000
542-5580	INSURANCE - GENERAL LIABILI	510	600	446	500
542-5581	INSURANCE-REAL/ PERSONAL PR	14,229	14,700	14,446	14,700
542-5582	INSURANCE - ERRORS/OMISSION	1,197	1,250	1,068	1,100
542-5583	INSURANCE - VEHICLE LIABILI	139	170	153	170
542-5584	INSURANCE - VEHICLE APD	195	250	169	175
542-5586	EMPLOYEE BOND INSURANCE	381	420	389	400
542-5595	BURNET CO.APPRAISAL DIST.	78,062	78,000	78,000	78,000
TOTAL SERVICES		275,952	276,790	266,771	240,245
OTHER					
542-5610	DUES	15,690	14,500	14,500	11,300
542-5615	RECORDING FEES	514	1,500	1,500	1,000
542-5620	CLOTHING ALLOWANCE	0	0	0	0
542-5625	BUSINESS EXPENSES	14,484	4,500	8,500	6,500
542-5626	PROFESSIONAL DEVELOPMENT	39,198	25,000	25,000	23,000
542-5640	BAD DEBT EXPENSES	-9	0	0	0
542-5665	MISCELLANEOUS EXPENSES	1,027	500	500	500
542-5665.01	MEMORIAL BENCH EXPENSE	0	0	603	0
TOTAL OTHER		70,904	46,000	50,603	42,300
TOTAL ADMINISTRATION		829,434	817,799	823,382	828,503

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
MUNICIPAL COURT					
<u>PERSONNEL SERVICES</u>					
543-5100	SALARIES (EXEMPT)	48,385	49,720	49,950	51,500
543-5105	SALARIES (NON-EXEMPT)	32,270	33,269	33,550	34,600
543-5140	OVERTIME	1,068	2,000	2,000	2,000
543-5143	SPECIAL ASSIGNMENT PAY	11,586	10,000	10,000	13,000
543-5155	EMPLOYEE LONGEVITY PAY	1,714	1,950	1,931	2,150
543-5170	SOCIAL SECURITY	7,583	7,749	7,950	8,400
543-5175	RETIREMENT	4,154	4,662	4,400	5,700
543-5180	EMPLOYEE HEALTH/DENTAL	10,456	12,180	11,000	10,450
543-5181	DEPENDENT HEALTH/DENTAL	101	110	100	95
543-5182.01	LIFE/LTD	688	700	700	700
543-5183	HSA-EMPLOYER CONTRIBUTION	2,000	2,000	2,000	2,000
543-5190	WORKERS COMPENSATION	158	220	275	300
543-5193	AUTO ALLOWANCE	6,300	6,300	6,300	6,300
TOTAL PERSONNEL SERVICES		126,463	130,860	130,156	137,195
<u>SUPPLIES</u>					
543-5320	POSTAGE	1,063	800	800	1,000
543-5332	OFFICE SUPPLIES	334	400	319	400
543-5333	COMPUTER SUPPLIES/SOFTWARE	0	5,000	4,600	9,000
543-5334	COPIER SUPPLIES	0	3,500	3,650	4,000
543-5350	PRINTING	56	100	0	160
543-5355	PUBLICATIONS & BOOKS	51	60	20	60
TOTAL SUPPLIES		1,504	9,860	9,389	14,620
<u>SERVICES</u>					
543-5514.02	LEGAL SVCS/CITY PROSECUTOR	19,800	19,800	19,800	19,800
543-5520	PROFESSIONAL SERVICES	100	300	0	900
543-5526	CREDIT CARD FEES	2,841	3,000	3,000	3,200
543-5540	TELEPHONE	1,337	700	800	800
543-5580	INSURANCE - GENERAL LIABILI	170	250	200	220
543-5582	INSURANCE-ERRORS/OMISSIONS	360	400	342	400
TOTAL SERVICES		24,608	24,450	24,142	25,320
<u>OTHER</u>					
543-5610	DUES	100	135	100	170
543-5611	COURT TECHNOLOGY EXPENSES	3,522	0	0	0
543-5613	TEEN COURT EXPENSES	1,200	1,500	1,632	1,650
543-5614	COURT NOTIFICATION EXPENSE	656	800	940	1,000
543-5625	BUSINESS EXPENSES	551	400	398	400
543-5626	PROFESSIONAL DEVELOPMENT	1,348	1,200	1,297	1,300
543-5665	MISCELLANEOUS EXPENSES	324	200	45	200
TOTAL OTHER		7,701	4,235	4,412	4,720
TOTAL MUNICIPAL COURT		160,276	169,405	168,099	181,855

01-General Fund

	2014-2015	2015-2016	2015-2016 YEAR END	2016-2017
NON-DEPARTMENTAL SERVICES	ACTUAL	BUDGET	BUDGET	PROPOSED
544-5550.01 E.M.S. CONTRACT FEE	135,680	143,821	143,821	148,136
TOTAL SERVICES	135,680	143,821	143,821	148,136
LOCAL ASSISTANCE				
544-5700 MF YOUTH BASEBALL ASSOC.	4,500	2,500	2,500	0
544-5702 BOYS AND GIRLS CLUB	12,000	12,000	12,000	13,000
544-5706 CHILDREN'S DAY CELEBRATION	500	500	500	500
544-5770 WMSON-BURNET CO. OPPORTUNIT	2,500	2,500	2,500	4,000
544-5771 CARTS PROGRAM	1,000	0	0	0
544-5789 M.F. SENIOR ACTIVITY CENTER	0	2,500	2,500	2,500
544-5790 MISSION OUTREACH	2,500	2,500	2,500	2,500
544-5792 HILL COUNTRY CHILD ADVOCACY	2,000	2,500	2,500	2,500
TOTAL LOCAL ASSISTANCE	25,000	25,000	25,000	25,000
TRANSFERS				
544-6173 TRANSFER TO EQUIP REPLACEMENT FU	15,000	20,000	20,000	25,000
TOTAL TRANSFERS	15,000	20,000	20,000	25,000
TOTAL NON-DEPARTMENTAL	175,680	188,821	188,821	198,136

01-General Fund

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
FINANCE DEPARTMENT		ACTUAL	BUDGET	YEAR END	PROPOSED
<u>PERSONNEL SERVICES</u>					
545-5100	SALARIES (EXEMPT)	116,859	120,036	116,600	120,100
545-5105	SALARIES (NON-EXEMPT)	106,497	100,524	90,500	109,800
545-5135	SEASONAL & HOURLY EMPLOYEES	0	6,000	6,068	0
545-5140	OVERTIME	1,344	1,500	1,800	2,200
545-5155	EMPLOYEE LONGEVITY PAY	3,484	4,900	4,537	5,150
545-5170	SOCIAL SECURITY	16,753	18,227	17,700	18,650
545-5175	RETIREMENT	11,776	10,913	10,500	14,200
545-5180	EMPLOYEE HEALTH/DENTAL	24,861	28,610	28,610	27,180
545-5181	DEPENDENT HEALTH/DENTAL	14,148	16,315	16,200	15,390
545-5182.01	LIFE/LTD	1,486	1,550	1,550	1,550
545-5183	HSA- EMPLOYER CONTRIBUTION	1,000	1,000	1,000	1,000
545-5190	WORKERS COMPENSATION	351	375	375	400
545-5193	AUTO ALLOWANCE	6,300	6,300	6,300	6,300
TOTAL PERSONNEL SERVICES		304,859	316,250	301,740	321,920
<u>SUPPLIES</u>					
545-5314	COMPUTER EQUIPMENT	1,897	1,000	1,400	2,000
545-5318	FURNITURE	252	1,200	1,600	1,200
545-5320	POSTAGE	4,231	5,500	5,500	5,500
545-5332	OFFICE SUPPLIES	2,214	3,000	3,200	3,000
545-5333	COMPUTER SUPPLIES/SOFTWARE	107	500	500	500
545-5334	COPIER SUPPLIES	184	400	400	400
545-5350	PRINTING	3,286	3,300	3,300	3,300
TOTAL SUPPLIES		12,171	14,900	15,900	15,900
<u>MAINTENANCE</u>					
545-5403	COMPUTER MAINTENANCE	161	1,000	1,000	1,000
545-5406	SOFTWARE MAINTENANCE	23,923	22,000	22,000	23,200
TOTAL MAINTENANCE		24,084	23,000	23,000	24,200
<u>SERVICES</u>					
545-5512	AUDIT SERVICES	24,000	25,000	25,000	26,000
545-5520	PROFESSIONAL SERVICES	6,750	6,300	8,400	6,300
545-5520.05	PROF. SVCS-COMPUTER SUPPORT	0	1,200	1,200	1,200
545-5530	ADVERTISING & NOTICES	27	200	200	200
545-5540	TELEPHONE	1,188	1,500	1,500	1,500
545-5580	INSURANCE - GENERAL LIABILI	357	400	297	350
545-5582	INSURANCE - ERRORS/OMISSION	383	400	342	400
TOTAL SERVICES		32,705	35,000	36,939	35,950
<u>OTHER</u>					
545-5610	DUES	1,115	1,000	1,000	1,000
545-5625	BUSINESS EXPENSES	285	300	300	400
545-5626	PROFESSIONAL DEVELOPMENT	4,590	4,200	4,200	7,700
545-5665	MISCELLANEOUS EXPENSES	369	300	360	350
TOTAL OTHER		6,359	5,800	5,860	9,450

TOTAL FINANCE DEPARTMENT

380,178

394,950

383,439

407,420

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
HUMAN RESOURCE DEPT					
<u>PERSONNEL SERVICES</u>					
546-5100	SALARIES (EXEMPT)	43,297	43,569	53,505	70,761
546-5155	EMPLOYEE LONGEVITY PAY	792	900	900	1,010
546-5170	SOCIAL SECURITY	3,082	3,402	4,400	5,975
546-5175	RETIREMENT	2,042	2,223	2,900	4,550
546-5180	EMPLOYEE HEALTH/DENTAL	5,228	6,090	5,500	5,225
546-5181	DEPENDENT HEALTH/DENTAL	4,489	5,240	4,100	3,895
546-5182.01	LIFE/LTD	374	360	390	400
546-5183	HSA-EMPLOYER CONTRIBUTION	1,000	1,000	1,000	1,000
546-5190	WORKERS COMPENSATION	69	100	120	150
546-5193	AUTO ALLOWANCE	0	0	1,575	6,300
TOTAL PERSONNEL SERVICES		60,373	62,884	74,390	99,266
<u>SUPPLIES</u>					
546-5314	COMPUTER EQUIPMENT	689	1,500	1,300	1,500
546-5318	FURNITURE	1,005	0	0	0
546-5320	POSTAGE	167	250	200	250
546-5332	OFFICE SUPPLIES	794	850	800	850
546-5333	COMPUTER SUPPLIES/SOFTWARE	4,000	8,000	8,000	8,000
546-5335	JANITORIAL SUPPLIES	624	1,500	1,000	0
546-5340	TRAINING SUPPLIES	24	250	100	250
546-5350	PRINTING	15	35	55	50
546-5355	PUBLICATIONS & BOOKS	214	350	500	500
546-5390	SMALL TOOLS & EQUIPMENT	0	50	0	50
546-5399	MISCELLANEOUS SUPPLIES	418	50	300	50
TOTAL SUPPLIES		7,950	12,835	12,255	11,500
<u>MAINTENANCE</u>					
546-5403	COMPUTER MAINTENANCE	0	400	0	300
546-5406	SOFTWARE MAINTENANCE	4,780	4,000	4,000	11,000
TOTAL MAINTENANCE		4,780	4,400	4,000	11,300
<u>SERVICES</u>					
546-5501	MEDICAL SERVICES	0	50	207	100
546-5520	PROFESSIONAL SERVICES	2,309	1,500	2,700	3,000
546-5520.05	PROF. SVCS-COMPUTER SUPPORT	0	100	0	100
546-5521	JANITORIAL CONTRACT	31,208	31,200	31,533	0
546-5530	ADVERTISING & NOTICES	463	100	0	100
546-5540	TELEPHONE	1,297	1,000	1,125	1,200
546-5580	INSURANCE - GENERAL LIABILI	109	200	150	200
546-5582	INSURANCE-ERRORS/OMISSIONS	270	350	300	350
546-5584	INSURANCE - SURETY BONDS	1,440	1,200	3,000	0
TOTAL SERVICES		37,096	35,700	39,015	5,050

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
<u>OTHER</u>					
546-5610	DUES	407	600	500	700
546-5625	BUSINESS EXPENSES	95	300	400	500
546-5626	PROFESSIONAL DEVELOPMENT	3,384	13,000	13,000	3,000
546-5630	TRAINING EXPENSES	0	5,700	5,708	6,000
546-5665	MISCELLANEOUS EXPENSES	0	200	0	200
546-5667	EMPLOYEE RECOGNITION	9,720	12,200	13,000	14,000
TOTAL OTHER		<u>13,606</u>	<u>32,000</u>	<u>32,608</u>	<u>24,400</u>
<u>LOCAL ASSISTANCE</u>					
546-5700	EMPLOYEE HEALTH & WELLNESS	3,803	3,800	5,000	6,000
TOTAL LOCAL ASSISTANCE		<u>3,803</u>	<u>3,800</u>	<u>5,000</u>	<u>6,000</u>
TOTAL HUMAN RESOURCES DEPT		127,610	151,619	167,268	157,516

01-General Fund

	2014-2015	2015-2016	2015-2016	2016-2017
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
			<u>YEAR END</u>	
MAYOR & CITY COUNCIL				
<u>PERSONNEL SERVICES</u>				
547-5170	SOCIAL SECURITY	107	100	830
547-5195	MAYOR & COUNCIL SALARIES	1,245	10,800	10,800
TOTAL PERSONNEL SERVICES		<u>1,352</u>	<u>10,900</u>	<u>11,630</u>
<u>OTHER</u>				
547-5625	BUSINESS EXPENSES	6,987	3,500	4,500
547-5627	COUNCIL TRAINING	7,016	3,500	3,500
547-5630	COUNCIL EXPENSES	2,679	3,500	3,500
TOTAL OTHER		<u>16,682</u>	<u>10,500</u>	<u>11,500</u>
TOTAL MAYOR & CITY COUNCIL		<u>18,034</u>	<u>21,400</u>	<u>23,130</u>

01-General Fund

	2014-2015	2015-2016	2015-2016	2016-2017
	ACTUAL	BUDGET	PROJECTED	PROPOSED
			YEAR END	
COMMUNICATIONS				
<u>PERSONNEL SERVICES</u>				
551-5100		63,551	63,551	65,560
551-5105		322,671	328,700	332,896
551-5140		75,000	60,000	65,000
551-5142		1,900	900	900
551-5155		4,050	4,340	5,575
551-5170		36,060	36,600	36,271
551-5175		23,569	21,700	27,642
551-5180		67,375	65,300	62,035
551-5181		26,140	22,100	20,995
551-5182.01		3,250	3,250	3,400
551-5183		3,000	2,000	2,000
551-5184		0	1,500	1,500
551-5190		700	800	900
551-5194		4,200	4,200	4,200
TOTAL PERSONNEL SERVICES	0	631,466	614,941	628,874
<u>SUPPLIES</u>				
551-5314		1,500	1,795	1,500
551-5318		1,500	1,710	1,500
551-5320		100	100	0
551-5332		1,000	985	1,000
551-5333		3,000	1,940	2,000
551-5333.02		1,000	930	1,000
551-5334		2,000	1,690	1,400
551-5335		200	175	200
551-5338		500	500	200
551-5350		500	250	250
551-5355		500	340	500
551-5360		2,500	1,175	1,200
551-5390		2,500	1,690	1,500
551-5399		150	130	150
TOTAL SUPPLIES	0	16,950	13,410	12,400
<u>MAINTENANCE</u>				
551-5401.01		2,500	2,500	3,000
551-5403		15,000	14,260	15,000
551-5404		0	1,100	2,000
551-5406		31,200	31,300	48,000
551-5407		0	0	0
551-5412		35,000	34,353	36,500
551-5413		2,000	1,745	2,000
551-5458		250	210	250
TOTAL MAINTENANCE	0	85,950	85,468	106,750

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
COMMUNICATIONS					
<u>SERVICES</u>					
551-5501	MEDICAL SERVICES		1,500	0	500
551-5520	PROFESSIONAL SERVICES		250	0	250
551-5530	ADVERTISING & NOTICES		250	0	250
551-5537	INTERNET ACCESS SERVICES		250	250	0
551-5540	TELEPHONE		0	0	0
551-5560	PERSONNEL ADS		125	0	125
551-5570	RENTAL EQUIPMENT -COPIER		2,000	1,000	1,200
TOTAL SERVICES		<u>0</u>	<u>4,375</u>	<u>1,250</u>	<u>2,325</u>
<u>OTHER</u>					
551-5610	DUES		1,200	980	1,200
551-5625	BUSINESS EXPENSES		500	459	500
551-5626	PROFESSIONAL DEVELOPMENT		7,500	9,100	10,000
551-5667	EMPLOYEE RECOGNITION		500	490	500
TOTAL OTHER		<u>0</u>	<u>9,700</u>	<u>11,029</u>	<u>12,200</u>
<u>CAPITAL</u>					
551-5820	SOFTWARE/HARDWARE UPGRADE		0	15,000	0
TOTAL CAPITAL		<u>0</u>	<u>0</u>	<u>15,000</u>	<u>0</u>
TOTAL COMMUNICATIONS DEPARTMENT		0	748,441	741,098	762,549

01-General Fund

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
POLICE	ACTUAL	BUDGET	YEAR END	PROPOSED
<u>PERSONNEL SERVICES</u>				
552-5100 SALARIES (EXEMPT)	391,309	348,243	305,400	356,380
552-5105 SALARIES (NON-EXEMPT)	1,204,151	882,864	882,864	939,154
552-5140 OVERTIME	197,452	105,000	124,750	115,000
552-5142 ON CALL PAY	5,036	3,900	3,900	3,900
552-5143 SPECIAL ASSIGNMENT PAY	10,433	10,000	8,000	10,000
552-5155 EMPLOYEE LONGEVITY PAY	36,555	35,250	35,675	35,800
552-5170 SOCIAL SECURITY	136,465	107,265	104,000	113,000
552-5175 RETIREMENT	86,108	70,108	63,100	86,117
552-5180 EMPLOYEE HEALTH/DENTAL	184,242	132,790	143,200	143,065
552-5181 DEPENDENT HEALTH/DENTAL	76,838	56,650	63,800	66,595
552-5182.01 LIFE/LTD	12,379	10,700	10,000	10,700
552-5183 HSA- EMPLOYER CONTRIBUTION	9,843	7,000	8,000	8,000
552-5190 WORKERS COMPENSATION	28,748	29,500	34,900	35,500
552-5193 AUTO ALLOWANCE	6,300	6,300	6,300	6,300
552-5194 CLOTHING ALLOWANCE	11,800	10,600	10,600	10,600
552-5199 CONTRACT LABOR	5,133	0	0	0
TOTAL PERSONNEL SERVICES	2,402,792	1,816,170	1,804,489	1,940,111
<u>SUPPLIES</u>				
552-5314 COMPUTER EQUIPMENT	1,380	6,000	6,280	8,500
552-5318 FURNITURE	1,510	500	1,310	1,500
552-5320 POSTAGE	3,033	3,400	3,354	3,400
552-5330 GAS, OIL, & NEW TIRES	48,089	60,000	49,950	50,000
552-5332 OFFICE SUPPLIES	4,343	4,000	3,920	4,000
552-5333 COMPUTER SUPPLIES/SOFTWARE	8,109	7,000	6,880	7,000
552-5334 COPIER SUPPLIES	2,685	3,000	2,685	3,000
552-5335 JANITORIAL SUPPLIES	1,056	1,500	1,430	1,500
552-5337 ANIMAL SHELTER SUPPLIES	1,734	2,800	3,215	3,000
552-5338 GENERAL HARDWARE SUPPLIES	2,061	2,500	2,460	2,500
552-5339 PHOTO SUPPLIES	1,206	1,000	965	1,000
552-5340 TRAINING SUPPLIES	184	1,500	1,470	1,500
552-5345 AMMUNITION SUPPLIES	4,389	7,500	7,410	7,500
552-5346 INVESTIGATION SUPPLIES	1,927	3,200	3,160	3,200
552-5350 PRINTING	2,866	2,500	2,465	2,500
552-5355 PUBLICATIONS & BOOKS	882	1,000	1,235	1,000
552-5360 UNIFORMS	21,768	12,500	12,390	12,500
552-5390 SMALL TOOLS & EQUIPMENT	11,401	17,500	17,430	17,500
552-5399 MISCELLANEOUS SUPPLIES	50	500	465	500
TOTAL SUPPLIES	118,673	137,900	128,474	131,600
<u>MAINTENANCE</u>				
552-5401.01 BUILDING MAINTENANCE	6,728	7,500	7,350	7,500
552-5401.02 ANIMAL SHELTER MAINTENANCE	1,052	1,500	1,495	1,500
552-5403 COMPUTER MAINTENANCE	55,743	25,000	24,680	25,000
552-5404 TELEPHONE MAINTENANCE	4,179	5,000	4,750	5,000
552-5405 GENERATOR MAINTENANCE	1,629	5,000	6,087	5,000
552-5406 SOFTWARE MAINTENANCE	52,088	32,200	32,200	52,000

01-General Fund

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
POLICE	<u>ACTUAL</u>	<u>BUDGET</u>	<u>YEAR END</u>	<u>PROPOSED</u>
MAINTENANCE- CONTINUED				
552-5411 MOBILE RADIO MAINTENANCE	1,000	4,000	1,325	4,000
552-5412 MOBILE VIDEO MAINTENANCE	7,723	5,000	4,250	5,000
552-5412.01 RADIO BASE/REPEATER MAINT.	33,072	0	0	0
552-5413 911 EQUIPMENT MAINTENANCE	867	0	0	0
552-5414 RADAR MAINTENANCE	5,125	1,500	2,725	1,500
552-5457 VEHICLE/EQUIP. MAINTENANCE	40,230	35,000	36,500	35,000
552-5458 EQUIPMENT MAINTENANCE	461	250	250	250
552-5459 COMMAND BUS EXPENSES	309	450	350	450
TOTAL MAINTENANCE	<u>210,206</u>	<u>122,400</u>	<u>121,962</u>	<u>142,200</u>
SERVICES				
552-5501 MEDICAL SERVICES	6,006	3,500	4,920	5,000
552-5501.01 BACKGROUND CHECKS	18	0	0	0
552-5520 PROFESSIONAL SERVICES	0	250	190	250
552-5530 ADVERTISING & NOTICES	279	500	480	500
552-5537 INTERNET ACCESS SERVICES	664	500	2,890	5,100
552-5538 NRA GRANT EXPENDITURES	4,598	0	0	0
552-5540 TELEPHONE	20,174	25,000	21,100	25,000
552-5542 NATURAL GAS	565	600	555	600
552-5545 ELECTRICITY	24,348	27,000	18,900	22,000
552-5560 PERSONNEL ADS	0	125	90	125
552-5570 RENTAL EQUIPMENT -COPIER	6,979	4,000	3,610	4,000
552-5572 BUILDING LEASE	28,500	28,500	28,500	28,500
552-5576 HOUSING OF PRISONERS	12,550	12,500	12,500	12,500
552-5580 INSURANCE - GENERAL LIABILI	1,088	1,300	966	1,200
552-5582 INSURANCE-ERRORS/OMISSIONS	2,790	3,100	2,649	3,100
552-5583 INSURANCE - VEHICLE LIABILI	5,832	6,200	6,040	6,200
552-5584 INSURANCE - VEHICLE APD	8,038	8,200	6,473	7,000
552-5585 MOBILE EQUIPMENT INSURANCE	176	200	176	200
552-5588 LAW ENFORCEMENT LIABILITY	10,259	11,000	10,028	11,000
552-5591 VETERINARIAN SERVICES	1,836	1,250	820	1,250
TOTAL SERVICES	<u>134,700</u>	<u>133,725</u>	<u>120,887</u>	<u>133,525</u>
OTHER				
552-5603 CRIME PREVENTION EXPENSES	2,832	2,500	2,490	2,500
552-5604 ABANDONED VEHICLE EXPENSE	0	250	160	250
552-5610 DUES	1,784	1,900	1,285	1,800
552-5625 BUSINESS EXPENSES	5,548	4,800	5,330	4,800
552-5626 PROFESSIONAL DEVELOPMENT	22,002	15,000	19,900	20,000
552-5626.01 PROF. DEVELOP - STATE FUNDS	2,000	1,732	0	0
552-5631 CONFIDENTIAL INFORMANT FUND	0	1,500	0	1,500
552-5667 EMPLOYEE RECOGNITION	1,683	1,000	1,285	1,000
552-5670 RADIO SUBSCRIPTION	0	31,900	31,900	31,900
TOTAL OTHER	<u>35,849</u>	<u>60,582</u>	<u>62,350</u>	<u>63,750</u>

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
POLICE					
<u>CAPITAL</u>					
552-5810	VEHICLES	6,830	6,830	6,830	6,830
552-5819	RADIO EQUIPMENT-LEASE PYMT	18,331	18,500	18,500	18,500
552-5820	RADIO EQUIPMENT	0	38,000	38,000	40,000
552-5822	CAD/RMS UPGRADE LEASE PYMT	70,017	72,000	70,017	70,017
552-5825	EQUIP GRANT- RADIOS	0	75,000	75,000	0
552-5826	POLICE & BODY CAMERA SYSTEM	0	0	0	25,000
TOTAL CAPITAL		95,178	210,330	208,347	160,347
TRANSFERS					
552-6104	TRANS TO DEBT SERVICE	70,000	45,000	45,000	45,000
TOTAL TRANSFERS		70,000	45,000	45,000	45,000
TOTAL POLICE DEPARTMENT		3,067,398	2,526,107	2,491,509	2,616,533

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
FIRE DEPARTMENT					
<u>PERSONNEL SERVICES</u>					
553-5100	SALARIES (EXEMPT)	86,558	138,500	138,500	185,091
553-5105	SALARIES (NON EXEMPT)	686,825	649,523	652,000	643,338
553-5135	SEASONAL & HOURLY EMPLOYEES	59,771	55,000	55,000	55,000
553-5140	OVERTIME	59,303	60,000	60,000	62,000
553-5143	SPECIAL ASSIGNMENT PAY	726	0	0	0
553-5155	EMPLOYEE LONGEVITY PAY	11,672	13,000	12,692	13,756
553-5170	SOCIAL SECURITY	66,344	70,076	70,200	73,377
553-5175	RETIREMENT	39,734	43,052	40,100	52,714
553-5180	EMPLOYEE HEALTH/DENTAL	81,895	96,056	92,450	87,828
553-5181	DEPENDENT HEALTH/DENTAL	44,257	51,360	50,500	47,975
553-5182.01	LIFE/LTD	6,023	6,000	6,000	6,000
553-5183	HSAA- EMPLOYER CONTRIBUTIONS	5,300	6,000	4,000	4,000
553-5190	WORKERS COMPENSATION	20,001	21,000	21,000	22,000
TOTAL PERSONNEL SERVICES		1,168,411	1,209,567	1,202,442	1,253,079
<u>SUPPLIES</u>					
553-5314	COMP. EQUIPMENT	0	2,000	3,000	2,100
553-5318	FURNITURE	540	450	450	1,450
553-5320	POSTAGE	183	500	350	500
553-5330	GAS, OIL, & NEW TIRES	18,707	19,000	19,000	19,000
553-5332	OFFICE SUPPLIES	1,324	1,400	1,400	1,400
553-5333	COMPUTER SUPPLIES/SOFTWARE	368	2,045	2,045	2,045
553-5335	JANITORIAL SUPPLIES	1,567	1,500	1,500	1,500
553-5336	FIRE PREVENTION SUPPLIES	2,111	2,200	2,200	2,200
553-5340	TRAINING SUPPLIES	1,190	1,000	1,000	1,000
553-5342	MEDICAL SUPPLIES	3,067	5,000	5,000	5,000
553-5355	PUBLICATIONS & BOOKS	1,256	1,166	1,256	1,596
553-5360	UNIFORMS	11,689	13,700	10,700	10,700
553-5365	SAFETY CLOTHING/EQUIPMENT	14,075	26,600	21,000	23,426
553-5390	SMALL TOOLS & EQUIPMENT	5,594	7,000	7,000	7,000
553-5390.01	EXPENDABLE FIRE/RES SUPPLIE	2,822	4,000	4,000	4,000
553-5391	SMALL COMMUNICATIONS EQUIP	945	1,500	1,500	1,500
553-5399	MISCELLANEOUS EXPENSE	1,318	1,500	1,500	1,500
553-5399.01	MISC. SUPPLIES - DONATED FU	0	500	500	500
TOTAL SUPPLIES		66,756	91,061	83,401	86,417
<u>MAINTENANCE</u>					
553-5401	BUILDING MAINTENANCE	13,554	12,000	19,000	12,000
553-5403	COMPUTER MAINTENANCE	1,935	3,000	1,800	3,000
553-5404	TELEPHONE MAINTENANCE	360	1,000	1,617	1,000
553-5406	SOFTWARE MAINTENANCE	-1	3,000	1,800	5,578
553-5457	VEHICLE/EQUIP. MAINTENANCE	26,621	22,000	29,000	29,000
TOTAL MAINTENANCE		42,469	41,000	53,217	50,578

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		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
FIRE DEPARTMENT					
<u>SERVICES</u>					
553-5501	MEDICAL SERVICES	7,132	8,300	8,300	8,300
553-5501.01	BACKGROUND CHECKS	37	0	500	500
553-5514	CONTRACT LABOR - MEDICAL DI	8,000	8,000	8,000	8,000
553-5520	PROFESSIONAL SERVICES	85	0	0	0
553-5530	ADVERTISING & NOTICES	657	679	0	679
553-5540	TELEPHONE	6,823	7,280	7,280	7,280
553-5542	NATURAL GAS	2,289	2,300	2,300	2,300
553-5545	ELECTRICITY	15,624	13,700	13,700	13,700
553-5570	COPIER LEASE	2,424	2,500	2,500	2,500
553-5580	INSURANCE - GENERAL LIABILI	1,020	1,200	900	1,000
553-5582	INSURANCE-ERRORS/OMISSIONS	1,890	2,100	1,795	1,900
553-5583	INSURANCE- VEHICLE LIABILITY	1,545	1,700	1,400	1,600
553-5584	INSURANCE - VEHICLE APD	4,319	4,700	4,400	4,600
553-5585	MOBILE EQUIPMENT INSURANCE	68	75	68	120
TOTAL SERVICES		51,913	52,534	51,143	52,479
<u>OTHER</u>					
553-5610	DUES	2,196	2,575	2,575	3,546
553-5625	BUSINESS EXPENSES	2,085	2,000	2,000	2,000
553-5626	PROFESSIONAL DEVELOPMENT	24,837	19,000	19,000	19,000
553-5627	EMERGENCY MANAGEMENT EXPENS	6,959	7,950	7,950	7,950
TOTAL OTHER		36,077	31,525	31,525	32,496
<u>CAPITAL</u>					
553.5810.01	BRUSH TRUCK 1- EQUIPMENT	10,789	0	0	0
TOTAL CAPITAL		10,789	0	0	0
TOTAL FIRE DEPARTMENT		1,376,416	1,425,687	1,421,728	1,475,049

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED YEAR END	PROPOSED
ENGINEERING					
<u>PERSONNEL SERVICES</u>					
554-5100	SALARIES (EXEMPT)				75,602
554-5155	EMPLOYEE LONGEVITY PAY				300
554-5170	SOCIAL SECURITY				6,288
554-5175	RETIREMENT				4,792
554-5180	EMPLOYEE HEALTH/DENTAL				5,700
554-5181	DEPENDENT HEALTH/DENTAL				0
554-5182.01	LIFE/LTD				450
554-5183	HAS - EMPLOYER CONTRIBUTION				0
554-5190	WORKERS COMPENSATION				150
554-5193	AUTO ALLOWANCE				6,300
TOTAL PERSONNEL SERVICES		0	0	0	99,582
<u>SUPPLIES</u>					
554-5314	COMPUTER EQUIPMENT				1,500
554-5318	FURNITURE				250
554-5320	POSTAGE				100
554-5332	OFFICE SUPPLIES				150
554-5333	COMPUTER SUPPLIES/SOFTWARE				100
554-5350	PRINTING				2,000
554-5355	PUBLICATIONS & BOOKS				50
554-5390	SMALL TOOLS & EQUIPMENT				250
554-5399	MISCELLANEOUS SUPPLIES				100
TOTAL SUPPLIES		0	0	0	4,500
<u>MAINTENANCE</u>					
554-5406	SOFTWARE MAINTENANCE	0	0	0	4,100
TOTAL MAINTENANCE					4,100
<u>SERVICES</u>					
554-5513	ENGINEERING SERVICES				28,000
554-5513.06	RIGHT OF WAY SERVICES				4,000
554-5515.01	SURVEYING				5,000
554-5520	PROFESSIONAL SERVICES				100
554-5520.05	PROF. SVCS-COMPUTER SUPPORT				1,200
554-5530	ADVERTISING & NOTICES				50
554-5540	TELEPHONE				1,200
554-5580	INSURANCE - GENERAL LIABILI				150
554-5582	INSURANCE - ERRORS/OMISSION				150
TOTAL SERVICES		0	0	0	39,850
<u>OTHER</u>					
554-5610	DUES				485
554-5620	CLOTHING ALLOWANCE				250
554-5625	BUSINESS EXPENSES				800
554-5626	PROFESSIONAL DEVELOPMENT				2,650
554-5665	MISCELLANEOUS EXPENSES				200
TOTAL OTHER		0	0	0	4,385

01-General Fund

	2014-2015	2015-2016	2015-2016	2016-2017
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED YEAR END</u>	<u>PROPOSED</u>
TOTAL ENGINEERING	0	0	0	152,417

01-General Fund

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017	
	ACTUAL	BUDGET	YEAR END	PROPOSED	
DEVELOPMENT SERVICES					
<u>PERSONNEL SERVICES</u>					
555-5100	SALARIES (EXEMPT)	205,896	220,401	230,400	195,700
555-5105	SALARIES (NON-EXEMPT)	192,144	211,150	196,300	210,120
555-5140	OVERTIME	2,221	2,000	2,000	2,000
555-5155	EMPLOYEE LONGEVITY PAY	3,207	3,900	3,914	3,400
555-5170	SOCIAL SECURITY	31,015	33,373	33,700	32,422
555-5175	RETIREMENT	19,278	21,813	21,400	24,000
555-5180	EMPLOYEE HEALTH/DENTAL	49,605	56,877	54,600	51,870
555-5181	DEPENDENT HEALTH/DENTAL	12,935	15,400	17,600	16,720
555-5182.01	LIFE/LTD	3,114	3,350	3,350	3,350
555-5183	HSA- EMPLOYER CONTRIBUTION	3,580	5,000	4,000	4,000
555-5190	WORKERS COMPENSATION	1,403	1,550	6,100	6,400
555-5193	AUTO ALLOWANCE	12,600	6,300	12,600	12,600
TOTAL PERSONNEL SERVICES		536,998	581,114	585,964	562,582
<u>SUPPLIES</u>					
555-5314	COMPUTER EQUIPMENT	3,640	4,000	4,000	4,000
555-5318	FURNITURE	957	800	1,000	1,500
555-5320	POSTAGE	3,435	1,800	1,800	1,800
555-5330	GAS, OIL, & NEW TIRES	1,911	2,000	2,000	2,000
555-5332	OFFICE SUPPLIES	5,805	5,000	5,000	5,000
555-5333	COMPUTER SUPPLIES/SOFTWARE	7,893	13,780	13,780	9,780
555-5334	COPIER SUPPLIES	211	500	500	500
555-5335	JANITORIAL SUPPLIES	207	1,000	1,000	1,000
555-5340	TRAINING SUPPLIES	0	250	250	250
555-5350	PRINTING	580	600	600	600
555-5355	PUBLICATIONS & BOOKS	916	1,200	1,200	1,200
555-5365	SAFETY CLOTHING & EQUIP.	100	300	300	300
555-5390	SMALL TOOLS & EQUIPMENT	368	800	800	800
555-5399	MISCELLANEOUS SUPPLIES	2,482	3,000	2,500	2,500
555-5399.01	MISCELLANEOUS SUPPLIES-FOOD	2,258	2,200	2,200	2,200
TOTAL SUPPLIES		30,763	37,230	36,930	33,430
<u>MAINTENANCE</u>					
555-5401	BUILDING MAINTENANCE	413	1,200	1,200	1,200
555-5403	COMPUTER MAINTENANCE	504	4,700	4,700	4,700
555-5404	TELEPHONE MAINTENANCE	180	180	180	180
555-5406	SOFTWARE MAINTENANCE	8,496	3,100	3,100	4,900
555-5457	VEHICLE/EQUIP. MAINTENANCE	166	800	800	800
555-5469	SUBSTANDARD BLDG. DEMO.	0	1,000	1,000	1,000
555-5490	LOT MOWING	1,550	4,000	4,000	4,000
TOTAL MAINTENANCE		11,309	14,980	14,980	16,780

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
DEVELOPMENT SERVICES					
<u>SERVICES</u>					
555-5501	MEDICAL SERVICES	103	172	172	172
555-5501.01	BACKGROUND CHECKS	35	22	22	22
555-5520	PROFESSIONAL SERVICES	4,244	10,500	10,500	4,500
555-5520.01	ZONING ORDIN. UPDATE	0	25,000	25,000	55,000
555-5526	CREDIT CARD FEES	852	700	700	700
555-5530	ADVERTISING & NOTICES	1,984	2,000	2,000	2,000
555-5540	TELEPHONE	6,802	3,000	3,000	3,000
555-5542.01	NATURAL GAS- FOURTH STREET	733	500	500	500
555-5545.02	ELECTRICITY- FOURTH STREET	3,582	4,000	4,000	4,000
555-5570	EQUIPMENT RENTAL	6,720	7,500	5,500	5,500
555-5580	INSURANCE - GENERAL LIABILI	340	400	297	400
555-5582	INSURANCE-ERRORS/OMISSIONS	926	1,050	897	1,050
555-5583	INSURANCE - VEHICLE LIABILI	278	350	306	350
555-5584	INSURANCE - VEHICLE APD	252	300	252	300
TOTAL SERVICES		26,851	55,494	53,146	77,494
<u>OTHER</u>					
555-5610	DUES	2,074	800	827	1,000
555-5625	BUSINESS EXPENSES	2,807	4,900	4,900	4,900
555-5626	PROFESSIONAL DEVELOPMENT	6,086	4,000	5,500	6,500
555-5665	MISCELLANEOUS EXPENSE	13,716	6,000	6,000	6,000
TOTAL OTHER		24,683	15,700	17,227	18,400
<u>CAPITAL</u>					
555-5809.01	GIS DATA ACQUISITION	0	0	0	5,200
TOTAL CAPITAL					5,200
TOTAL DEVELOPMENT SERVICES		630,605	704,518	708,247	713,886

01-General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
STREET DEPARTMENT					
<u>PERSONNEL SERVICES</u>					
557-5100	SALARIES (EXEMPT)	133,836	172,628	176,700	174,997
557-5105	SALARIES (NON-EXEMPT)	324,116	320,683	290,800	321,566
557-5140	OVERTIME	9,853	7,000	7,000	7,000
557-5155	EMPLOYEE LONGEVITY PAY	25,209	19,700	18,862	20,053
557-5170	SOCIAL SECURITY	36,229	40,262	38,300	40,538
557-5175	RETIREMENT	23,148	26,316	23,200	30,895
557-5180	EMPLOYEE HEALTH/DENTAL	60,726	71,470	64,600	71,345
557-5181	DEPENDENT HEALTH/DENTAL	20,626	23,095	22,100	28,595
557-5182.01	LIFE/LTD	3,414	3,600	3,600	4,400
557-5183	HSAA- EMPLOYER CONTRIBUTION	3,690	3,100	4,000	4,000
557-5190	WORKERS COMPENSATION	23,453	24,500	28,500	30,000
557-5193	AUTO ALLOWANCE	6,300	6,300	6,300	6,300
TOTAL PERSONNEL SERVICES		670,601	718,654	683,962	739,689
<u>SUPPLIES</u>					
557-5330	GAS, OIL, & NEW TIRES	42,816	50,000	40,000	40,000
557-5332	OFFICE SUPPLIES	132	300	300	300
557-5333	COMPUTER SUPPLIES/SOFTWARE	2,121	2,200	4,500	2,200
557-5335	JANITORIAL SUPPLIES	519	400	400	400
557-5343	GENERAL SUPPLIES	1,742	1,000	500	500
557-5360	UNIFORMS	2,989	3,400	2,100	3,400
557-5365	SAFETY CLOTHING & EQUIP.	1,510	3,000	3,500	3,500
557-5390	SMALL TOOLS & EQUIPMENT	2,270	3,000	3,000	3,000
TOTAL SUPPLIES		54,100	63,300	54,300	53,300
<u>MAINTENANCE</u>					
557-5406	SOFTWARE MAINTENANCE	0	1,000	1,000	1,000
557-5445	STREET SIGNS	5,245	5,500	7,200	5,500
557-5446	STREET MAINTENANCE	61,573	150,000	150,000	200,000
557-5447	STREET LIGHT MAINTENANCE	1,023	2,200	2,200	2,200
557-5457	VEHICLE/EQUIP. MAINTENANCE	30,270	30,000	30,000	30,000
TOTAL MAINTENANCE		98,111	188,700	190,400	238,700
<u>SERVICES</u>					
557-5501	MEDICAL SERVICES	68	100	200	100
557-5501.01	BACKGROUND CHECKS	17	0	140	140
557-5520	CITY CLEANUP EXPENSES	4,229	4,500	3,800	4,500
557-5520.01	PROFESSIONAL SERVICES	0	500	500	500
557-5530	ADVERTISING & NOTICES	686	500	0	500
557-5540	TELEPHONE/PAGER SERVICES	2,344	4,000	2,800	2,800
557-5545	ELECTRICITY - STREET LIGHTS	99,520	90,000	95,000	95,000
557-5570	RENTAL EQUIPMENT	7,685	7,685	7,685	8,000
557-5580	INSURANCE - GENERAL LIABILI	406	450	334	334
557-5582	INSURANCE-ERRORS/OMISSIONS	1,437	1,550	1,325	1,325
557-5583	INSURANCE - VEHICLE LIABILI	2,066	2,200	2,200	2,200
557-5584	INSURANCE - VEHICLE APD	2,843	3,200	3,200	3,200

01-General Fund

	2014-2015	2015-2016	2015-2016	2016-2017
	ACTUAL	BUDGET	PROJECTED YEAR END	PROPOSED
STREET DEPARTMENT				
557-5585 MOBILE EQUIPMENT INSURANCE	3,325	3,350	3,350	3,350
TOTAL SERVICES	124,626	118,035	120,534	121,949
OTHER				
557-5610 DUES	0	0	0	100
557-5625 BUSINESS EXPENSE	0	100	100	100
557-5626 PROFESSIONAL DEVELOPMENT	879	5,500	1,000	1,000
TOTAL OTHER	879	5,600	1,100	1,200
CAPITAL				
557-5800.05 ROCKY ROAD IMPROVEMENTS	58,561	0	0	0
557-5819 ROAD GRADER-LEASE	22,443	22,443	22,443	22,443
557-5819.01 FRONT END LOADER-LEASE	19,119	19,119	19,119	19,119
TOTAL CAPITAL	100,123	41,562	41,562	41,562
TOTAL STREET DEPARTMENT	1,048,437	1,135,851	1,091,858	1,196,400

01- General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
Parks and Recreation					
<u>PERSONNEL SERVICES</u>					
565-5100	SALARIES (EXEMPT)	146,921	150,998	150,800	155,530
565-5105	SALARIES (NON-EXEMPT)	213,305	221,947	228,100	230,308
565-5135	SEASONAL & HOURLY EMPLOYEES	0	23,232	23,232	23,232
565-5140	OVERTIME	7,292	4,000	10,000	10,000
565-5142	ON CALL PAY	4,575	4,600	4,600	4,600
565-5155	EMPLOYEE LONGEVITY PAY	5,338	6,600	6,526	7,150
565-5170	SOCIAL SECURITY	28,769	31,953	33,500	33,578
565-5175	RETIREMENT	17,934	19,722	18,800	24,308
565-5180	EMPLOYEE HEALTH/DENTAL	51,535	59,290	53,400	50,730
565-5181	DEPENDENT HEALTH/DENTAL	7,907	9,310	7,300	6,935
565-5182.01	LIFE/LTD	3,028	3,300	3,300	3,300
565-5183	HSA- EMPLOYER CONTRIBUTION	5,000	5,000	4,000	4,000
565-5184	FLEX EMPLOYER REIMB	0	0	1,500	1,500
565-5190	WORKERS COMPENSATION	7,168	7,900	7,400	7,900
565-5193	AUTO ALLOWANCE	6,300	6,300	6,300	6,300
TOTAL PERSONNEL SERVICES		505,072	554,152	558,758	569,371
<u>SUPPLIES</u>					
565-5320	POSTAGE	105	220	150	150
565-5330	GAS, OIL, & NEW TIRES	10,296	10,000	10,000	10,000
565-5332	OFFICE SUPPLIES	1,580	2,000	1,500	2,000
565-5333	COMPUTER SUPPLIES/SOFTWARE	1,621	3,550	4,000	4,000
565-5335	JANITORIAL SUPPLIES	6,690	6,000	6,000	7,500
565-5341	CHEMICALS	7,018	5,000	5,000	5,000
565-5342	SPRING BREAK SUPPLIES	1,008	1,400	2,271	2,400
565-5343	GENERAL SUPPLIES	442	2,000	1,500	1,500
565-5355	PUBLICATIONS & BOOKS	133	100	0	100
565-5360	UNIFORMS	850	3,000	2,000	2,000
565-5365	SAFETY CLOTHING & EQUIP.	1,342	3,000	1,500	1,500
565-5390	SMALL TOOLS & EQUIPMENT	6,205	6,000	6,000	5,000
565-5399	MISCELLANEOUS SUPPLIES	2,524	3,000	3,000	3,000
TOTAL SUPPLIES		39,814	45,270	42,921	44,150
<u>MAINTENANCE</u>					
565-5401	PAVILION CLEANING EXPENSES	38,643	25,000	30,000	30,000
565-5406	SOFTWARE MAINTENANCE	0	600	0	0
565-5420.01	PAVILION MAINTENANCE	10,187	11,000	11,000	11,000
565-5420.02	GENERAL PARK MAINTENANCE	18,106	26,950	26,000	60,000
565-5420.03	GENERAL MAINT.- SKATE PARK	0	500	500	500
565-5420.04	SWIMMING POOL MAINTENANCE	5,283	9,000	7,000	7,000
565-5431	SPRINGBREAK PROGRAM	818	1,000	0	0
565-5457	VEHICLE/EQUIP. MAINTENANCE	7,317	8,000	8,000	8,000
TOTAL MAINTENANCE		80,354	82,050	82,500	116,500

01- General Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED YEAR END	PROPOSED
Parks and Recreation					
<u>SERVICES</u>					
565-5501	MEDICAL SERVICES	0	1,200	1,000	1,000
565-5501.01	BACKGROUND CHECKS	0	100	100	100
565-5520	PROFESSIONAL SERVICES	270	300	300	300
565-5521	JANITORIAL CONTRACT	0	0	0	31,500
565-5522	POOL OPERATIONS CONTRACT	38,622	40,000	40,000	40,000
565-5526	CREDIT CARD FEES	1,833	2,000	2,000	2,000
565-5530	ADVERTISING & NOTICES	498	1,500	1,000	1,000
565-5540	TELEPHONE	4,213	5,000	4,000	4,000
565-5540.01	PAVILION ALARM PHONE LINES	0	250	0	0
565-5542	NATURAL GAS PAVILION	794	1,000	1,000	1,000
565-5545.01	ELECTRICITY	6,877	8,000	7,000	7,000
565-5545.02	ELECTRICITY - SOFTBALL LEAG	2,297	3,500	3,500	3,500
565-5545.03	ELECTRICITY - YOUTH BASEBAL	3,867	4,000	4,000	4,000
565-5545.04	ELECTRICITY - SOCCER FIELD	2,392	3,500	3,000	3,000
565-5545.05	ELECTRICITY - PAVILION	12,242	11,000	11,000	11,000
565-5545.08	ELECTRICITY - SKATE PARK	1,389	1,700	1,700	1,700
565-5545.10	ELECTRICITY- WEST SIDE PARK	1,970	2,500	2,500	2,500
565-5575	STATE INSPECTION FEES	16	180	180	180
565-5580	INSURANCE GEN LIAB-SKATE PK	476	700	520	600
565-5582	INS.-ERRRS/OMMISS-KAMPERS K	1,080	1,200	1,025	1,200
565-5583	INSURANCE - VEHICLE LIABILI	903	1,000	991	1,000
565-5584	VEHICLE COMPREHENSIVE	771	900	732	800
565-5585	MOBILE EQUIPMENT INSURANCE	422	400	422	450
TOTAL SERVICES		80,932	89,930	85,970	117,830
<u>OTHER</u>					
565-5610	DUES	715	1,500	1,500	1,500
565-5625	BUSINESS EXPENSES	1,868	1,300	1,300	1,500
565-5626	PROFESSIONAL DEVELOPMENT	4,369	4,500	4,500	4,500
565-5628	PAVILION PAVERS	0	100	100	100
565-5667	EMPLOYEE RECOGNITION	307	600	600	600
TOTAL OTHER		7,259	8,000	8,000	8,200
<u>CAPITAL</u>					
565-5812.01	MACHINERY & EQUIPMENT-OTHE	6,831	6,831	6,831	6,831
565-5816.03	BUILDING IMRPV. WESTSIDE P	39,462	1,500	1,500	0
565-5816.04	LEASE PYMT-VEHICLES	0	14,551	13,707	13,707
565-5816.05	LEASE PYMT-GATOR	0	3,274	3,084	3,100
565-5816.06	LEASE PYMT-MOWERS	0	6,548	6,168	6,200
TOTAL CAPITAL		46,293	32,704	31,290	29,838
TOTAL PARKS AND RECREATION DEPT		759,728	812,106	809,439	885,889

CITY OF MARBLE FALLS
WATER/WASTEWATER FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

	FY 2015-16	FY 2016-17	% of increase/ decrease
REVENUES	4,536,698	\$5,061,665	11.57%
TOTAL REVENUE	4,536,698	\$5,061,665	
EXPENDITURE SUMMARY: DEPARTMENT BUDGET			
Water Services	1,010,754	1,058,812	4.75%
Water Plant	841,074	875,355	4.08%
Wastewater Services	431,623	448,437	3.90%
Wastewater Plant	672,636	682,328	1.44%
Wastewater Irrigation System	145,919	143,509	-1.65%
Debt Service - Principal & Interest	<u>1,447,583</u>	<u>1,761,010</u>	21.65%
TOTAL EXPENDITURES	4,549,589	4,969,451	9.23%
EXCESS OF REVENUES OVER EXPENDITURES		<u>\$92,214</u>	

REQUESTED ITEMS:	Amount	Funded	
Water Plant- Add plant operator	50,400	✓	
Water Services- additional line maintenance	25,000	✓	
Wastewater Services- additional line maintenanc	25,000	✓	
Wastewater Services- Backhoe	100,000	✓	Will be part of bond sale
Water Services- 1/2 Ton Truck	23,000		Finance for 4 yrs. \$5,970
Wastewater Services- Vacuum Truck	345,000		
Wastewater Services-utility bills 8.5x11	5,800		
Employee Increases	<u>31,060</u>	✓	
	404,860		

Estimated Retained Earnings @ 9/30/16	\$213,633
Recommended Reserves (25% of expenditures)	1,242,363

02-Water/Wastewater

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
REVENUES				YEAR END	
4309	OVER/SHORTAGE ACCOUNT	0	0	0	0
460-4101	WATER PENALTIES	32,951	34,000	34,000	36,000
460-4102	WATER EXTENSION PENALTY	1,255	2,000	1,500	1,500
460-4300	WATER SALES	2,453,440	2,603,923	2,603,923	2,955,453
460-4302	WATER TAPS	26,194	20,000	44,000	42,000
460-4305	SERVICE CHARGES	7,170	6,000	7,000	7,500
460-4306	MISCELLANEOUS REVENUE	2,733	1,000	1,000	1,000
460-4314	CONTRIB. FROM DEVELOPER	0	0	0	0
460-4320	CONTR. LOS ESCOND. - DEV AGM	35,025	35,000	35,000	35,000
460-4500	WATER TOWER LEASE SPACE	13,200	12,500	13,200	13,200
460-4504	RECEIPTS - FLATROCK SPRINGS	155,000	115,000	115,000	115,000
460-4560	BANK INTEREST EARNED	118	100	100	100
460-4566	ACCRUED BOND INTEREST	11,883	18,000	18,039	0
460-4895	TRANSFER IN FROM IMPACT FEES	92,745	50,000	85,000	80,000
460-4897	TRANSFER IN FROM DEBT SERVI	200,000	50,000	50,000	0
460-4899	TRANSFER IN-FROM EDC	0	0	0	0
462-4102	WASTEWATER PENALTIES	20,523	20,000	20,000	20,000
462-4301	WASTEWATER SALES	1,361,214	1,463,975	1,463,975	1,661,612
462-4303	WASTEWATER TAPS	4,400	10,000	14,000	13,000
462-4305	LIQUID WASTE PERMIT FEE	135	200	325	300
462-4307	LIQUID WASTE DISPOSAL FEE	101,344	95,000	75,000	80,000
TOTAL REVENUES		4,519,330	4,536,698	4,581,062	5,061,665

02-Water/Wastewater

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
	ACTUAL	BUDGET	YEAR END	PROPOSED
WATER SERVICES				
<u>PERSONNEL SERVICES</u>				
560-5100	SALARIES (EXEMPT)	71,237	73,079	75,705
560-5105	SALARIES (NON-EXEMPT)	231,250	242,641	248,230
560-5140	OVERTIME	13,085	18,500	18,500
560-5142	ON CALL PAY	3,525	7,200	7,200
560-5155	EMPLOYEE LONGEVITY PAY	10,366	11,100	6,600
560-5170	SOCIAL SECURITY	24,101	26,968	27,913
560-5175	RETIREMENT	14,116	17,626	21,218
560-5180	EMPLOYEE HEALTH/DENTAL	47,451	52,624	56,400
560-5181	DEPENDENT HEALTH/DENTAL	14,135	18,614	20,300
560-5182.01	LIFE/LTD	2,529	2,600	2,600
560-5183	HSA- EMPLOYER CONTRIBUTION	2,663	3,000	3,000
560-5190	WORKERS COMPENSATION	8,605	13,500	11,500
560-5193	AUTO ALLOWANCE	485	6,299	6,300
TOTAL PERSONNEL SERVICES		443,548	493,751	505,466
<u>SUPPLIES</u>				
560-5320	POSTAGE	5,623	5,000	5,000
560-5330	GAS, OIL, & NEW TIRES	18,441	23,000	18,000
560-5332	OFFICE SUPPLIES	201	300	300
560-5333	COMPUTER SUPPLIES/SOFTWARE	931	900	900
560-5335.01	JANITORIAL SUPPLIES	277	300	300
560-5341	CHEMICALS	14	500	300
560-5343	GENERAL SUPPLIES	491	250	250
560-5350	PRINTING	0	100	100
560-5360	UNIFORMS	2,075	2,800	2,800
560-5365	SAFETY CLOTHING & EQUIP.	1,250	2,500	3,000
560-5390	SMALL TOOLS & EQUIPMENT	3,746	5,000	5,000
TOTAL SUPPLIES		33,049	40,650	35,950
<u>MAINTENANCE</u>				
560-5401	BUILDING MAINTENANCE	1,737	2,000	2,000
560-5406	SOFTWARE MAINTENANCE	76	100	100
560-5450	MAINTENANCE OF SYSTEM	65,738	60,000	60,000
560-5451	LINE EXTENSIONS & UPGRADES	38,748	20,000	85,000
560-5457	VEHICLE/EQUIP. MAINTENANCE	28,791	10,000	10,000
TOTAL MAINTENANCE		135,090	92,100	157,100
<u>SERVICES</u>				
560-5501	MEDICAL SERVICES	701	150	150
560-5501.01	BACKGROUND CHECKS	34	0	50
560-5512	AUDIT SERVICES	3,750	3,750	3,750
560-5526	CREDIT CARD FEES	31,085	20,000	30,000
560-5527	BANK FEES	55	55	55
560-5530	ADVERTISING & NOTICES	121	50	50
560-5540	TELEPHONE/PAGER SERVICES	2,777	2,400	2,800
560-5570	RENTAL EQUIPMENT	697	2,000	1,500
560-5580	INSURANCE - GENERAL LIABILI	816	1,000	743
560-5582	INSURANCE-ERRORS/OMISSIONS	1,307	1,400	1,400

02-Water/Wastewater

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
		YEAR END			
SERVICES-CONTINUED					
560-5583	INSURANCE - VEHICLE LIABILI	1,258	1,350	1,231	1,350
560-5584	INSURANCE - VEHICLE APD	1,292	1,350	1,239	1,300
560-5585	MOBILE EQUIPMENT INSURANCE	900	1,000	875	1,000
TOTAL SERVICES		44,793	34,505	43,639	44,148
OTHER					
560-5610	DUES	165	440	0	300
560-5626	PROFESSIONAL DEVELOPMENT	2,434	3,000	4,000	3,000
560-5640	BAD DEBT EXPENSES	-15	0	0	0
TOTAL OTHER		2,584	3,440	4,000	3,300
CAPITAL					
560-5802.01	ENGINEERING SERVICES	64,700	55,300	42,400	0
560-5810	VEHICLE	0	20,008	18,848	18,848
560-5847.05	FAITH ACADEMY WATER LINE	0	40,000	40,000	0
TOTAL CAPITAL		64,700	115,308	61,248	18,848
TRANSFERS					
560-6101	TRANSFER TO GEN. FUND	375,000	221,000	221,000	284,000
560-6108	TRANSFER TO EQUIP REPLACE FUND	10,000	10,000	10,000	10,000
TOTAL TRANSFERS		385,000	231,000	231,000	294,000
TOTAL WATER SERVICES		1,108,766	1,010,754	950,602	1,058,812

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		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
WATER PLANT					
<u>PERSONNEL SERVICES</u>					
561-5100	SALARIES (EXEMPT)	316	54,693	56,700	59,328
561-5105	SALARIES (NON-EXEMPT)	138,432	89,806	86,300	123,882
561-5140	OVERTIME	21,300	16,000	14,000	16,000
561-5142	ON CALL PAY	4,575	4,650	4,650	4,650
561-5155	EMPLOYEE LONGEVITY PAY	6,272	7,200	7,495	8,000
561-5170	SOCIAL SECURITY	12,426	13,185	12,950	16,274
561-5175	RETIREMENT	7,950	8,617	7,700	12,463
561-5180	EMPLOYEE HEALTH/DENTAL	18,850	21,888	19,600	26,700
561-5181	DEPENDENT HEALTH/DENTAL	11,865	13,903	12,700	17,500
561-5182.01	LIFE/LTD	1,179	1,200	1,200	1,200
561-5183	H.S.A-EMPLOYER CONTRIBUTION	0	0	2,000	2,000
561-5190	WORKERS COMPENSATION	4,257	4,600	3,500	3,800
TOTAL PERSONNEL SERVICES		227,422	235,742	228,795	291,797
<u>SUPPLIES</u>					
561-5330	GAS, OIL, & NEW TIRES	5,095	6,000	5,000	5,000
561-5332	OFFICE SUPPLIES	502	600	650	700
561-5333	COMPUTER SUPPLIES/SOFTWARE	428	200	200	200
561-5335	JANITORIAL SUPPLIES	224	200	200	200
561-5341	CHEMICALS	171,609	145,000	160,000	150,000
561-5343	GENERAL SUPPLIES	264	250	300	300
561-5348	L.C.R.A./RAW WATER	165,316	228,000	228,795	200,000
561-5360	UNIFORMS	865	800	740	800
561-5365	SAFETY CLOTHING & EQUIP.	368	500	500	600
561-5390	SMALL TOOLS & EQUIPMENT	477	600	600	600
TOTAL SUPPLIES		345,148	382,150	396,985	358,400
<u>MAINTENANCE</u>					
561-5401	BUILDING MAINTENANCE	2,229	3,000	3,000	3,000
561-5402	GROUNDS MAINTENANCE	803	500	500	500
561-5450	GENERATOR MAINTENANCE	130	1,200	3,132	3,132
561-5452	LAB EQUIPMENT MAINTENANCE	6,137	6,200	6,611	6,200
561-5457	VEHICLE/EQUIP. MAINTENANCE	1,802	2,500	2,000	2,000
561-5470	WATER PLANT MAINTENANCE	54,558	51,700	55,000	53,000
TOTAL MAINTENANCE		65,659	65,100	70,243	67,832
<u>SERVICES</u>					
561-5501	MEDICAL SERVICES	212	100	0	100
561-5501.01	BACKGROUND CHECKS	0	0	103	0
561-5530	ADVERTISING & NOTICES	416	500	0	500
561-5540	TELEPHONE/PAGER SERVICES	3,074	2,500	2,500	2,500
561-5545.01	ELECTRICITY- EDC PUMP STATI	1,584	1,400	1,600	1,600
561-5545.02	ELECTRICITY - WT PLANT W-1	53,221	55,000	55,000	55,000
561-5545.03	ELECTRICITY - RAW WATER W-2	21,610	22,000	22,000	22,000
561-5545.04	ELECTRICITY - HYDRO W-3	24,661	30,000	27,000	27,000
561-5545.05	ELEC - MORMON MILL GR.ST.W-	14	0	70	70
561-5545.06	ELEC - MORMON MILL ELV STG	982	900	900	900
561-5545.07	ELECTRICITY - GATEWAY W-6	5,314	5,200	5,200	5,200
561-5545.08	ELECTRICITY - OTHER	4,680	3,000	3,200	3,200

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		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED YEAR END	PROPOSED
SERVICES-CONTINUED					
561-5545.09	ELECTRICITY- MUSTANG	80	80	80	80
561-5545.10	ELEC- BUS. PARK PUMP STATIO	0	100	100	100
561-5545.11	ELEC.- HAMILTON CREEK CR342	667	600	600	600
561-5545.12	ELEC.- HAMILTON CREEK CR 343	830	500	650	650
561-5545.13	ELEC. - S&W WATER TOWER	1,410	1,200	1,700	1,700
561-5575	STATE INSPECTION FEES	7,095	7,300	7,095	7,100
561-5580	INSURANCE - GENERAL LIABILI	476	700	520	600
561-5581	INSURANCE-REAL/PERSONAL PRO	6,890	7,000	6,939	7,000
561-5582	INSURANCE-ERRORS/OMISSIONS	980	1,089	931	1,000
561-5583	INSURANCE - VEHICLE LIABILI	440	481	483	500
561-5584	INSURANCE - VEHICLE APD	328	328	328	350
561-5585	MOBILE EQUIPMENT INSURANCE	20	20	24	50
561-5599.01	LABORATORY FEES WATER	8,677	7,400	8,700	9,000
TOTAL SERVICES		143,661	147,398	145,723	146,800
OTHER					
561-5610	DUES	276	200	372	600
561-5626	PROFESSIONAL DEVELOPMENT	2,019	1,500	1,500	1,500
561-5630	E.P.A. CONSUMER REPORTS	3,015	2,800	3,200	2,600
TOTAL OTHER		5,310	4,500	5,072	4,700
CAPITAL					
561-5810	VEHICLES	0	6,184	5,826	5,826
561-5830	ELECTRIC LINE- S&W WTR TOW	18,602	0	0	0
TOTAL CAPITAL		18,602	6,184	5,826	5,826
TOTAL WATER PLANT		805,802	841,074	852,644	875,355

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		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
WASTEWATER SERVICES					
<u>PERSONNEL SERVICES</u>					
562-5100	SALARIES (EXEMPT)	0	65,611	78,300	59,328
562-5105	SALARIES (NON-EXEMPT)	110,229	94,527	70,200	98,468
562-5140	OVERTIME	4,640	10,000	4,500	10,000
562-5142	ON CALL PAY	1,050	3,600	1,200	1,200
562-5155	EMPLOYEE LONGEVITY PAY	7,785	6,964	7,077	250
562-5170	SOCIAL SECURITY	9,724	8,804	12,400	12,978
562-5175	RETIREMENT	6,075	5,755	7,400	9,888
562-5180	EMPLOYEE HEALTH/DENTAL	13,714	20,675	28,000	28,000
562-5181	DEPENDENT HEALTH/DENTAL	1,899	4,550	2,000	6,000
562-5182.01	LIFE/LTD	864	1,100	1,100	1,500
562-5183	HSA - EMPLOYER CONTRIBUTION	773	2,000	2,000	3,000
562-5185	UNEMPLOYMENT BENEFITS	267	0	0	0
562-5190	WORKERS COMPENSATION	3,435	3,700	3,000	3,300
TOTAL PERSONNEL SERVICES		160,455	227,286	217,177	233,912
<u>SUPPLIES</u>					
562-5314	COMPUTER EQUIPMENT	0	0	0	0
562-5320	POSTAGE	3,271	4,000	4,000	4,000
562-5330	GAS, OIL, & NEW TIRES	1,687	8,000	4,000	6,000
562-5332	OFFICE SUPPLIES	280	300	300	300
562-5333	COMPUTER SUPPLIES/SOFTWARE	827	1,000	3,500	1,000
562-5335	JANITORIAL SUPPLIES	201	100	100	100
562-5341	CHEMICALS	2,818	2,000	2,000	2,000
562-5343	GENERAL SUPPLIES	126	400	200	200
562-5360	UNIFORMS	442	1,500	1,500	1,500
562-5365	SAFETY CLOTHING & EQUIP.	2,224	2,100	2,100	2,100
562-5390	SMALL TOOLS & EQUIPMENT	2,324	2,500	2,500	2,500
562-5399	MISCELLANEOUS SUPPLIES	0	100	100	100
TOTAL SUPPLIES		14,200	22,000	20,300	19,800
<u>MAINTENANCE</u>					
562-5401	BUILDING MAINTENANCE	634	1,000	1,000	1,000
562-5406	SOFTWARE MAINTENANCE	76	300	300	300
562-5450	MAINTENANCE OF SYSTEM	40,009	40,000	40,000	40,000
562-5451	LINE EXTENSION & UPGRADES	46,220	60,000	60,000	85,000
562-5452	LINE REPLACEMENT	1,849	20,000	10,000	10,000
562-5457	VEHICLE/EQUIP. MAINTENANCE	6,499	10,000	6,000	7,000
TOTAL MAINTENANCE		95,287	131,300	117,300	143,300
<u>SERVICES</u>					
562-5501	MEDICAL SERVICES	0	200	100	100
562-5520	PROFESSIONAL SERVICES	0	500	500	500
562-5530	ADVERTISING & NOTICES	0	200	200	200
562-5540	TELEPHONE/PAGER SERVICES	1,632	4,400	1,800	2,000
562-5544.15	ELECTRIC - FLATROCK LIFT ST	737	400	750	750
562-5545	ELECTRICITY-HIGHLAND OAKS L	2,457	2,000	2,450	2,450
562-5545.01	ELECTRIC - WOODLAND LIFT S	0	300	0	0
562-5545.02	ELECTRICITY - LIFT ST S-2	5,184	3,000	4,884	5,000
562-5545.03	ELECTRICITY - LIFT ST S-3	1,367	800	1,100	1,100

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	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017	
	ACTUAL	BUDGET	YEAR END	PROPOSED	
SERVICES-CONTINUED					
562-5545.04	ELECTRICITY - LIFT ST S-4	812	400	816	800
562-5545.07	ELECTRICITY - LIFT ST S-7	476	500	500	500
562-5545.08	ELECTRICITY - PUMP #1 GATEW	556	1,200	600	600
562-5545.09	ELECTRICITY - PUMP #2 GATEW	821	900	1,000	1,000
562-5545.10	ELECTRICITY LIFT STA. M.MI	1,247	800	800	800
562-5545.11	ELECTRICITY- M.M. & BOULDER	868	500	1,200	1,200
562-5545.12	ELECTRIC - LIFT STA @281 BRI	2,445	2,800	1,800	2,800
562-5545.13	ELECT W. SIDE PK LIFT STATI	1,223	860	650	800
562-5545.15	ELECTRICITY S&W LIFT STATI	609	1,000	800	1,000
562-5545.16	ELECT- GATEWAY GRINDER PUMP	632	500	800	1,000
562-5545.17	ELECT- GATEWAY GRINDER PUMP	484	500	500	500
562-5545.18	ELECT- GATEWAY GRINDER PUMP	571	500	700	700
562-5570	RENTAL EQUIPMENT	90	1,000	500	1,000
562-5580	INSURANCE - GENERAL LIABILI	185	272	202	250
562-5582	INSURANCE-ERRORS/OMISSIONS	327	327	279	327
562-5583	INSURANCE - VEHICLE LIABILI	563	563	572	600
562-5584	INSURANCE - VEHICLE APD	836	836	836	850
562-5585	MOBILE EQUIPMENT INSURANCE	671	671	700	700
TOTAL SERVICES		24,793	25,929	25,039	27,527
OTHER					
562-5610	DUES	275	350	0	300
562-5625	BUSINESS EXPENSE	0	250	100	250
562-5626	PROFESSIONAL DEVELOPMENT	1,795	4,500	4,500	4,500
562-5640	BAD DEBT EXPENSES	-16	0	0	0
TOTAL OTHER		2,054	5,100	4,600	5,050
CAPITAL					
562-5810	VEHICLES	0	20,008	18,848	18,848
562-5810.01	BACKHOE	0	0	0	0
562-5810.03	VACUUM TRUCK	0	0	0	0
TOTAL CAPITAL		0	20,008	18,848	18,848
TOTAL WASTEWATER SERVICES		296,791	431,623	403,264	448,437

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		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
				YEAR END	
WASTEWATER PLANT					
<u>PERSONNEL SERVICES</u>					
563-5100	SALARIES (EXEMPT)	0	68,186	68,186	61,800
563-5105	SALARIES (NON-EXEMPT)	239,303	171,495	171,000	176,130
563-5140	OVERTIME	8,062	6,000	11,000	10,000
563-5155	EMPLOYEE LONGEVITY PAY	13,649	14,300	14,381	8,500
563-5170	SOCIAL SECURITY	19,061	19,889	20,400	19,776
563-5175	RETIREMENT	12,215	12,999	12,000	15,038
563-5180	EMPLOYEE HEALTH/DENTAL	30,089	34,815	34,400	34,400
563-5181	DEPENDENT HEALTH/DENTAL	10,355	12,065	12,000	12,000
563-5182.01	LIFE/LTD	1,957	2,100	2,000	2,000
563-5183	HAS- EMPLOYER CONTRIBUTION	2,000	2,000	2,000	2,000
563-5190	WORKERS COMPENSATION	4,946	5,249	4,400	5,000
TOTAL PERSONNEL SERVICES		341,637	349,098	351,767	346,644
<u>SUPPLIES</u>					
563-5330	GAS, OIL, & NEW TIRES	2,340	4,000	3,000	4,000
563-5332	OFFICE SUPPLIES	1,005	1,200	1,000	1,200
563-5333	COMPUTER SUPPLIES/SOFTWARE	136	300	300	300
563-5335	JANITORIAL SUPPLIES	637	1,000	750	750
563-5341	CHEMICALS	46,520	40,000	50,000	50,000
563-5343	GENERAL SUPPLIES	1,315	1,500	1,500	1,500
563-5360	UNIFORMS	1,352	1,250	981	1,250
563-5365	SAFETY CLOTHING & EQUIP.	520	1,500	1,000	1,500
563-5390	SMALL TOOLS & EQUIPMENT	0	250	250	250
TOTAL SUPPLIES		53,825	51,000	58,781	60,750
<u>MAINTENANCE</u>					
563-5457	VEHICLE/EQUIP. MAINTENANCE	731	4,000	1,000	1,000
563-5475	LAB EQUIPMENT MAINTENANCE	0	500	500	500
563-5479	WASTEWATER PLANT MAINTEN.	20,901	45,000	48,000	45,000
563-5480	COMPOST SLUDGE PROCESSING	114,480	95,000	95,000	95,000
TOTAL MAINTENANCE		136,112	144,500	144,500	141,500
<u>SERVICES</u>					
563-5501	MEDICAL SERVICES	0	200	100	100
563-5530	ADVERTISING & NOTICES	0	0	198	200
563-5540	TELEPHONE/PAGER SERVICES	1,356	1,500	1,500	1,500
563-5545.01	ELECTRICITY - WW PLANT S-1A	42,618	44,000	50,000	50,000
563-5545.02	ELECTRICITY - WW PLANT S-1	56,931	55,000	52,000	52,000
563-5570	RENTAL EQUIPMENT	0	3,000	0	3,000
563-5575	STATE INSPECTION FEES	100	1,500	1,250	1,250
563-5580	INSURANCE - GENERAL LIABILI	264	388	288	288
563-5581	INSURANCE-REAL/PERSONAL PRO	5,745	5,900	5,817	5,817
563-5582	INSURANCE-ERRORS/OMISSIONS	0	0	0	0
563-5583	INSURANCE - VEHICLE LIABILI	502	50	747	747
563-5584	INSURANCE - VEHICLE APD	423	450	525	525
563-5585	MOBILE EQUIPMENT INSURANCE	257	300	257	257
563-5599	LABORATORY FEES/WASTEWT	12,699	13,000	13,000	15,000
TOTAL SERVICES		120,895	125,288	125,682	130,684

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	2014-2015	2015-2016	2015-2016	2016-2017
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
			<u>YEAR END</u>	
<u>OTHER</u>				
563-5610 DUES	222	750	750	750
563-5626 PROFESSIONAL DEVELOPMENT	2,296	2,000	1,600	2,000
TOTAL OTHER	<u>2,518</u>	<u>2,750</u>	<u>2,350</u>	<u>2,750</u>
TOTAL WASTEWATER PLANT	654,986	672,636	683,080	682,328

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		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
WWW IRRIGATION SYSTEM					
<u>PERSONNEL SERVICES</u>					
564-5105	SALARIES (NON-EXEMPT)	46,195	45,526	45,526	46,892
564-5140	OVERTIME	1,900	1,500	1,100	1,500
564-5155	EMPLOYEE LONGEVITY PAY	1,916	2,450	2,437	2,600
564-5170	SOCIAL SECURITY	3,644	3,785	3,785	3,914
564-5175	RETIREMENT	2,318	2,473	2,400	2,987
564-5180	EMPLOYEE HEALTH/DENTAL	5,228	6,492	6,000	6,000
564-5181	DEPENDENT HEALTH/DENTAL	3,174	4,022	3,700	3,700
564-5182.01	LIFE/LTD	380	400	400	400
564-5183	HAS- EMPLOYER CONTRIBUTION	1,000	1,000	1,000	1,000
564-5190	WORKERS COMPENSATION	947	1,100	800	900
TOTAL PERSONNEL SERVICES		66,702	68,748	67,148	69,893
<u>SUPPLIES</u>					
564-5330	GAS, OIL, & NEW TIRES	1,530	2,000	2,000	2,000
564-5341	CHEMICALS	0	900	900	900
564-5343	GENERAL SUPPLIES	0	50	50	50
564-5349	IRRIGATION/SEEDING EXPENSE	0	10,000	10,000	10,000
564-5360	UNIFORMS	166	250	372	400
564-5365	SAFETY CLOTHING & EQUIP.	100	200	250	250
564-5390	SMALL TOOLS & EQUIPMENT	0	200	200	200
TOTAL SUPPLIES		1,796	13,600	13,772	13,800
<u>MAINTENANCE</u>					
564-5450	MAINTENANCE OF SYSTEM	30,117	28,000	28,000	25,000
564-5453	MAINTENANCE OF ROADS	0	1,000	1,000	1,000
564-5457	VEHICLE/EQUIP. MAINTENANCE	334	1,500	1,500	1,500
TOTAL MAINTENANCE		30,451	30,500	30,500	27,500
<u>SERVICES</u>					
564-5540	TELEPHONE/PAGER SERVICES	453	0	300	300
564-5545	ELECTRICITY	25,178	25,000	25,000	25,000
564-5575	STATE INSPECTION FEES	0	200	200	200
564-5580	INSURANCE - GENERAL LIABILI	136	136	101	101
564-5582	INSURANCE-ERRORS/OMISSIONS	135	135	115	115
564-5583	INSURANCE - VEHICLE LIABILI	0	150	150	150
564-5584	VEHICLE COMPREHENSIVE	0	125	125	125
564-5599	LABORATORY FEES - IRRIGATIO	8,376	7,000	6,000	6,000
TOTAL SERVICES		34,278	32,746	31,991	31,991
<u>OTHER</u>					
564-5610	DUES	171	150	150	150
564-5626	PROFESSIONAL DEVELOPMENT	213	175	175	175
TOTAL OTHER		384	325	325	325
TOTAL WWW IRRIGATION SYSTEM		133,611	145,919	143,736	143,509

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	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
	ACTUAL	BUDGET	YEAR END	PROPOSED
DEBT SVCE-PRINCIPAL				
<u>DEBT SERVICE</u>				
570-5901.01	PRIN-REV/ REFUND BONDS, S20	0	0	0
570-5901.08	PRINCIPAL-C.O.SERIES 2005-T	145,000	0	0
570-5901.10	PRIN. - CO'S SERIES 2007	435,000	450,000	475,000
570-5901.12	PRIN- CO SERIES 2011	30,000	30,000	30,000
570-5901.13	PRIN- CO SERIES 2013	135,000	140,000	140,000
570-5901.14	PRIN- CO. SERIES 2014	15,000	40,000	40,000
570-5901.15	PRIN-C.O. REFUND SERIES 2	0	155,000	160,000
570-5901.16	PRIN- REFUNDING SER 2015	0	110,000	60,000
570-5901.17	PRIN- C.O.C. SERIES 2016	0	0	100,000
TOTAL DEBT SERVICE PRINCIPAL		760,000	925,000	1,005,000
DEBT SVCE-INTEREST				
<u>DEBT SERVICE</u>				
571-5902.01	INT-REV & REFUND BONDS, S20	0	0	0
571-5902.08	INT - C.O. SERIES 2005 - TW	52,888	0	0
571-5902.10	INT - C.O. SERIES 2007	408,792	76,250	57,394
571-5902.12	INT- CO SERIES 2011	19,033	18,433	17,833
571-5902.13	INT- CO SERIES 2013	116,714	113,120	110,320
571-5902.14	INT - C.O. SERIES 2014	47,419	31,013	30,213
571-5902.15	INT- C.O. REFUND SER 2014	97,225	192,900	189,750
571-5902.16	INT-REFUNDING SER 2015	0	89,467	111,200
571-5902.17	INT- C.O. SERIES 2016	0	0	237,900
571-5980	BOND AGENT FEES	700	1,400	1,400
TOTAL DEBT SERVICE INTEREST		742,770	522,583	756,010
TOTAL DEBT SERVICE		1,502,770	1,447,583	1,761,010

CITY OF MARBLE FALLS
DEBT SERVICE FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/2016	\$70,234
REVENUE BUDGET	3,322,174
Total Sources of Funds	<u>3,392,408</u>
EXPENDITURE SUMMARY: BUDGET	<u>3,253,336</u>
Ending Fund Balance, 9/30/17	\$139,072

04-Debt Service Fund

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
REVENUES					
4001	CURRENT PROPERTY TAXES	3,058,324	3,150,000	3,150,000	3,100,000
4002	DELINQUENT PROPERTY TAXES	32,041	52,000	50,000	50,000
4003	PENALTY & INTEREST-TAXES	30,892	42,000	42,000	42,000
4560	INTEREST EARNED	1,177	1,500	1,000	1,000
4564	INT EARNED ON INVESTMENTS	3	0	0	0
4574	ACCRUED INT- REFUND SER 20	0	0	4,053	0
4904	TRANSFER FROM GENERAL FD	70,000	45,000	45,000	45,000
4907	TRANSFER FROM HOTEL/MOTEL	148,230	80,224	80,224	84,174
TOTAL REVENUES		3,340,667	3,370,724	3,372,277	3,322,174
EXPENDITURES					
<u>DEBT SERVICE</u>					
504-5980	BOND AGENT FEES	2,500	4,000	4,000	4,000
TOTAL DEBT SERVICE		2,500	4,000	4,000	4,000
<u>DEBT SERVICE - PRINCIPAL</u>					
505-5901.11	PRIN - C.O. SERIES 2006	135,000	140,000	140,000	145,000
505-5901.12	PRIN - C.O. SERIES 2007	345,000	360,000	360,000	375,000
505-5901.14	PRIN-BANK QUALIF SERIES 2008	305,000	380,000	380,000	400,000
505-5901.17	PRIN-REF. SER. 2010	220,000	0	0	0
505-5901.18	PRIN - SERIES 2010	140,000	260,000	260,000	265,000
505-5901.19	PRIN. SERIES 2011	210,000	210,000	210,000	220,000
505-5901.20	PRIN. REF SERIES 2012	230,000	240,000	240,000	245,000
505-5901.21	PRIN. REF SERIES 2013	230,000	235,000	235,000	240,000
505-5901.22	PRIN. C.O SERIES 2014	50,000	120,000	120,000	125,000
505-5901.23	PRIN. REF SERIES 2011	210,000	205,000	205,000	200,000
505-5901.24	PRIN - REFUNDING SER 2015	0	80,000	80,000	35,000
TOTAL DEBT SERVICE - PRINCIPAL		2,075,000	2,230,000	2,230,000	2,250,000
<u>DEBT SERVICE - INTEREST</u>					
506-5902.11	INTEREST - C.O. SERIES 2006	42,394	36,550	36,550	30,494
506-5902.12	INT. - C.O., SERIES 2007	309,460	116,103	116,103	61,346
506-5902.14	INT-BANK QUALIF SERIES 2008	349,505	334,093	334,093	316,543
506-5902.17	REF. SER 2010	3,355	0	0	0
506-5902.18	INT. - SERIES 2010	234,750	230,750	230,750	225,500
506-5902.19	INT. SERIES 2011	65,480	61,280	61,280	56,980
506-5902.20	INT-REF SERIES 2012	55,775	51,075	51,075	46,225
506-5902.21	INT -REF SERIES 2013	92,000	87,350	87,350	82,600
506-5902.22	INT C.O SERIES 2014	141,794	92,663	92,663	90,213
506-5902.23	INT REF SERIES 2011	22,995	18,638	18,638	14,385
506-5902.24	INT-REFUNDING SER 2015	0	60,372	60,372	75,050
TOTAL DEBT SERVICE - INTEREST		1,317,507	1,088,874	1,088,874	999,336
<u>TRANSFERS</u>					
506-6102	TRANSFER TO W.WASTEWATER FUND	200,000	50,000	50,000	0
TOTAL TRANSFERS		200,000	50,000	50,000	0
TOTAL EXPENDITURES		3,595,007	3,372,874	3,372,874	3,253,336

CITY OF MARBLE FALLS
HOTEL/MOTEL TAX FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/2016	\$407,351
REVENUE BUDGET	550,050
Total Sources of funds	<u>957,401</u>
EXPENDITURE SUMMARY: BUDGET	<u>540,484</u>
Ending Fund Balance, 9/30/2017	\$416,917

03-Hotel/Motel Fund

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
	ACTUAL	BUDGET	YEAR END	PROPOSED
REVENUES				
470-4013 HOTEL/MOTEL TAX	625,853	515,000	540,000	550,000
470-4560 INTEREST EARNED	0	50	10	50
470-4566 LCRA GRANT REVENUE	527	0	0	0
TOTAL REVENUES	626,380	515,050	540,010	550,050
EXPENDITURES				
<u>SERVICES</u>				
570-5520 PROFESSIONAL SERVICES	1,053	5,000	5,000	5,000
570-5525 HOTEL TRAFFIC DATA APPLICA	2,000	0	120	0
570-5527 CONVENTION CTR FEASIBILITY S	3,333	0	0	0
570-5530 COLLECTIVE ADVERTISING POOL	89,995	80,000	80,000	100,000
570-5530.01 ADVERTISING POOL- CVB	52,500	82,530	82,530	65,030
570-5595 TRNSFR TO CHAMBER OF COMMERC	142,500	154,620	154,620	165,030
TOTAL SERVICES	291,381	322,150	322,270	335,060
<u>OTHER</u>				
570-5657 MAIN ST. - WIRING IMPROVEMENT	1,600	0	0	0
570-5665 MISCELLANEOUS EXPENSES	0	0	220	250
TOTAL OTHER	1,600	0	220	250
<u>LOCAL ASSISTANCE</u>				
570-5756 HIGHLAND LAKES CHILI POD	2,000	1,000	1,000	1,000
570-5757 HIGHLAND LAKES ART GUILD	500	1,000	1,000	1,500
570-5765 FALLS ON THE COLORADO MUSEUM	4,000	4,800	4,800	5,000
570-5765.13 PAINT THE TOWN EVENT	3,200	3,000	3,000	7,500
570-5765.15 SCULPTURE ON MAIN STREET	3,200	3,000	3,000	5,000
570-5765.17 MARBLE FALLS SOAPBOX DERBY	0	5,000	5,000	5,000
570-5765.18 BASS CHAMPS	2,000	1,500	1,500	0
570-5765.19 MFHS BASS TOURNAMENT	5,000	0	0	0
570-5765.20 TRAVERSE TRAIL RUNNING	2,500	2,500	2,500	2,500
570-5765.21 HITS TRIATHLON	1,250	0	0	0
570-5765.22 FIESTA JAM	9,000	9,000	9,000	6,000
570-5765.24 FRIENDS OF BALCONES	3,000	2,000	2,000	0
570-5765.25 101 HIGHLAND LAKES	0	0	18,000	20,000
570-5765.26 FLOYD TILLMAN STATUE PROJECT	0	0	12,000	0
TOTAL LOCAL ASSISTANCE	35,650	32,800	62,800	53,500
<u>CAPITAL</u>				
570-5836 WAYFINDING SIGNS	30,001	50,000	50,000	55,000
570-5840 WALKWAY OF LIGHTS IMPROVEMENTS	0	0	0	12,500
TOTAL CAPITAL	30,001	50,000	50,000	67,500
<u>TRANSFERS</u>				
570-6102 TRANSFER TO GF CO'S S1999	67,006	0	0	0
570-6103 TRANSFER TO GENERAL FUND 2011	81,224	80,224	80,224	84,174
570-6104 TRANSFER TO GEN IMPROV FUND CIP	10,000	0	0	0
TOTAL TRANSFERS	158,230	80,224	80,224	84,174
TOTAL EXPENDITURES	516,861	485,174	515,514	540,484

CITY OF MARBLE FALLS
CEMETERY FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-2017

08/16/2016

Beginning Fund Balance, 10/01/2016	\$58,801
REVENUES	20,200
Total Sources of Funds	<hr/> 79,001
EXPENDITURE SUMMARY: BUDGET	<hr/> 36,100
Ending Fund Balance, 9/30/17	\$42,901

08-Cemetery Fund

		2014-2015	2015-2016	2015-2016 PROJECTED YEAR END	2016-2017 PROPOSED
		ACTUAL	BUDGET		
REVENUES					
4503	SALE OF CEMETERY LOTS	14,800	11,000	15,200	16,300
4504	SALE OF COLUMBARIUM NICHES	3,500	0	0	1,400
4513	CEMETERY DONATIONS	24	0	24	2,500
TOTAL REVENUES		18,324	11,000	15,224	20,200
EXPENDITURES					
<u>SUPPLIES</u>					
508-5320	POSTAGE	0	0	5	100
TOTAL SUPPLIES		0	0	5	100
<u>MAINTENANCE</u>					
508-5402	CEMETERY MAINTENANCE	1,957	2,500	2,500	5,000
TOTAL MAINTENANCE		1,957	2,500	2,500	5,000
<u>SERVICES</u>					
508-5520	PROFESSIONAL SERVICES	0	0	0	30,000
508-5515	SURVEYING FEES	0	400	400	400
508-5545	ELECTRICITY	537	600	600	600
TOTAL SERVICES		537	1,000	1,000	31,000
<u>TRANSFERS</u>					
508-6100	TRANSFER TO GENERAL FUND	7,500	7,500	3,750	0
TOTAL TRANSFERS		7,500	7,500	3,750	0
TOTAL EXPENDITURES		9,994	11,000	7,255	36,100

CITY OF MARBLE FALLS
POLICE FORFEITURE FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/01/16	\$81,594
REVENUES	225
Total Sources of Funds	<u>81,819</u>
EXPENDITURE SUMMARY: BASE BUDGET	<u>15,000</u>
Ending Fund Balance, 9/30/17	\$66,819

09-Police Forfeiture Fund

		2013-2014	2014-2015	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
REVENUES					
4502	SALE OF ASSETS	0	0	2,083	0
4560	INTEREST EARNED	103	80	218	225
4564	INVESTMENT INTEREST EARNED	103	125	0	0
4588	POLICE FORFEITED FUNDS	1,988	0	0	0
TOTAL REVENUES		2,194	205	2,301	225
EXPENDITURES					
<u>SUPPLIES</u>					
509-5390	SMALL TOOLS & EQUIPMENT	0	0	0	10,000
TOTAL SUPPLIES		0	0	0	10,000
<u>SERVICES</u>					
509-5520	PROFESSIONAL SERVICES	0	0	625	0
TOTAL SERVICES		0	0	625	0
<u>OTHER</u>					
509-5626	PROFESSIONAL DEVELOPMENT	3,832	5,000	2,008	5,000
TOTAL OTHER		3,832	5,000	2,008	5,000
<u>CAPITAL</u>					
509-5809	EQUIPMENT OTHER	0	0	3,735	0
509-5814	COMPUTER HARDWARE	0	10,000	0	0
509-5815	COMPUTER SOFTWARE	0	35,000	30,000	0
TOTAL CAPITAL		0	45,000	33,735	0
TOTAL EXPENDITURES		3,832	50,000	36,368	15,000

CITY OF MARBLE FALLS
MF TRUNKED RADIO SYSTEM
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/01/16	\$9,109
REVENUES	66,076
Total Sources of Funds	<u>75,185</u>
EXPENDITURE SUMMARY: BUDGET	<u>66,076</u>
Ending Fund Balance, 9/30/17	\$9,109

12-MF Trunked Radio System Fund

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>YEAR END</u>	<u>PROPOSED</u>
REVENUES					
4360	MISC. REVENUE -TRUNK RADIO	848	0	0	0
4500	SUBSCRIPTION REV/GRANITE SHOALS	8,832	8,832	4,800	5,568
4501	SUBSCRIPTION REV/CTTNWD SHRS	3,072	4,800	1,728	1,728
4503	SUBSCRIPTION REV/HBAY	12,096	6,048	6,528	6,720
4504	SUBSCRIPTION REV/HS BAY FD	0	0	6,144	5,952
4505	SUBSCRIPTION MFEMS	7,200	12,480	5,760	6,144
4506	SUBSCRIPTION REV/GS VFD	0	0	5,184	5,184
4507	SUBSCRIPTION REV/CW VFD	0	0	2,880	2,880
4900	TRANSFER FROM GEN FUND	0	31,900	31,900	31,900
TOTAL REVENUES		32,048	64,060	64,924	66,076
EXPENDITURES					
<u>MAINTENANCE</u>					
552-5412.03	MF PSAP RADIO SYSTEM EXPENSES	29,447	63,744	58,500	66,076
TOTAL MAINTENANCE		29,447	63,744	58,500	66,076
TOTAL EXPENDITURES		29,447	63,744	58,500	66,076

CITY OF MARBLE FALLS
 ECONOMIC DEVELOPMENT CORPORATION
 BUDGET SUMMARY
 FOR FISCAL YEAR 2016-17

08/16/2016

	PROJECTED FY 2015-16	PROPOSED FY 2016-17	% of increase/ decrease
Beginning Fund Balance, 10/1/16	\$2,089,025	\$2,029,130	
REVENUES	<u>2,185,215</u>	<u>2,003,376</u>	-8.32%
Total Sources of Funds	\$4,274,240	\$4,032,506	-5.66%
EXPENDITURE SUMMARY BY CATEGORY:			
Personnel Services	217,449	223,320	2.70%
Supplies	4,528	4,500	-0.62%
Maintenance	28,740	28,740	0.00%
Services	1,020,140	632,330	-38.02%
Other	77,500	77,500	0.00%
Capital	170,445	459,276	169.46%
Debt Service	726,308	1,228,054	69.08%
Transfers	<u>0</u>	<u>0</u>	<u>0.00%</u>
TOTAL EXPENDITURES	2,245,110	2,653,720	18.20%
Ending Fund Balance, 9/30/17	<u>\$2,029,130</u>	<u>\$1,378,786</u>	

20-Economic Development Corporation

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
REVENUES					
4005	SALES TAX	1,996,474	1,859,042	1,923,787	1,859,042
4515	CAM - F. FICKETT CENTER	52,183	55,000	55,000	55,000
4550	LAND SALES & LEASES	77,265	82,199	82,199	85,634
4560	BANK INTEREST EARNED	1,482	700	700	700
4564	INT EARNED ON INVESTMENTS	2,004	3,000	3,000	3,000
4600	INSURANCE PROCEEDS	0	0	120,529	0
TOTAL REVENUES		2,129,408	1,999,941	2,185,215	2,003,376
EXPENDITURES					
<u>PERSONNEL SERVICES</u>					
520-5100	SALARIES (EXEMPT)	112,995	156,500	156,500	164,000
520-5105	SALARIES (NON-EXEMPT)	35,643	2,100	2,129	0
520-5135	SEASONAL & TEMPORARY EMPLOY	754	0	0	0
520-5140	OVERTIME	0	500	0	500
520-5155	EMPLOYEE LONGEVITY PAY	504	700	700	700
520-5170	SOCIAL SECURITY	11,398	12,800	12,800	12,800
520-5175	RETIREMENT	7,280	8,400	8,400	8,400
520-5180	EMPLOYEE INSURANCE	10,456	12,500	12,500	12,500
520-5181	EMPLOYEE DEPENDENT INSURANC	7,664	8,990	8,990	8,990
520-5182.01	LIFE/LTD	910	900	900	900
520-5183	HSA-EMPLOYER CONTRIBUTION	2,000	2,000	2,000	2,000
520-5190	WORKER'S COMPENSATION	223	230	230	230
520-5193	AUTO ALLOWANCE	6,300	9,900	9,900	9,900
520-5195	CELL PHONE ALLOWANCE	1,200	2,400	2,400	2,400
TOTAL PERSONNEL SERVICES		197,326	217,920	217,449	223,320
<u>SUPPLIES</u>					
520-5320	POSTAGE	65	0	28	0
520-5332	OFFICE SUPPLIES	120	0	0	0
520-5333	IT EQUIPMENT/SOFTWARE/SERVICES	5,052	4,000	4,000	4,000
520-5355	PUBLICATIONS & BOOKS	15	0	0	0
520-5399	MISCELLANEOUS SUPPLIES	0	500	500	500
TOTAL SUPPLIES		5,252	4,500	4,528	4,500
<u>MAINTENANCE</u>					
520-5401	BUILDING MAINTENANCE	15,059	15,000	15,000	15,000
520-5402	GROUND MAINT MF B&T PARK	8,340	8,340	8,340	8,340
520-5402.03	GROUND MAINT. - DOWNTOWN	1,450	4,800	4,800	4,800
520-5403	INTERNET	633	600	600	600
TOTAL MAINTENANCE		25,482	28,740	28,740	28,740

20-Economic Development Corporation

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		ACTUAL	BUDGET	YEAR END	PROPOSED
<u>SERVICES</u>					
520-5514	LEGAL SERVICES	5,633	25,000	25,000	25,000
520-5518	CONSULTING SERVICES	0	44,500	44,500	65,000
520-5518.01	CONSULTING SERVICES- DOWNTOWN	134,341	0	0	0
520-5520	PROFESSIONAL SERVICES/TRANS	25,000	25,000	25,000	25,000
520-5520.01	PROFESSIONAL SERVICES/AUDIT	3,250	3,250	3,250	3,250
520-5521	MARKETING	81,403	100,000	100,000	100,000
520-5521.01	SIGN REPLACEMENT	3,000	15,000	15,000	15,000
520-5530	ADVERTISING & NOTICES	996	300	300	300
520-5540	TELEPHONE	252	800	800	800
520-5550	RECRUITMENT AND RETENTION	22,708	100,000	100,000	100,000
520-5550.01	RECRUIT & RET -S&W INFRAST	1,177,050	549,290	549,290	123,480
520-5550.02	RECRUIT & RET - BIG PGM	30,826	50,000	52,500	70,000
520-5565	COMMUNITY LEVERAGE	68,870	100,000	100,000	100,000
520-5580	INSURANCE - GENERAL LIABLIL	136	200	200	200
520-5581	INS-REAL & PERSONAL REPORT	2,646	2,600	2,600	2,600
520-5582	INS - ERRORS & OMISSIONS	1,530	1,700	1,700	1,700
TOTAL SERVICES		1,557,641	1,017,640	1,020,140	632,330
<u>OTHER</u>					
520-5600.01	DUES & SUBSCRIPTIONS	1,495	2,000	2,000	2,000
520-5600.04	TRADE SHOW REGISTRATION	1,805	2,500	2,500	2,500
520-5600.05	TRAVEL	3,852	7,000	7,000	7,000
520-5600.06	PROF. CONF. REGISTRATION	4,979	6,000	6,000	6,000
520-5625	BUSINESS EXPENSES	4,353	5,000	5,000	5,000
520-5628	REIMBURSABLE EXP- FICKET CT	57,083	55,000	55,000	55,000
TOTAL OTHER		73,567	77,500	77,500	77,500
<u>CAPITAL</u>					
520-5801	LAND PURCHASE	92,942	0	0	120,000
520-5802.06	CONSTRUCTION - PH III BUS. P	26,330	0	0	0
520-5802.07	CONSTRUCTION - DOWNTOWN	31,558	564,195	170,445	339,276
TOTAL CAPITAL		150,830	564,195	170,445	459,276
<u>DEBT SERVICE</u>					
520-5901	PRIN. REVENUE BONDS SERIES 2009	295,000	300,000	300,000	310,000
520-5901.01	PRIN. REVENUE BONDS SERIES 2014	210,000	245,000	245,000	255,000
520-5901.02	PRIN. REVENUE BONDS SERIES 2016	0	0	0	250,000
520-5902	INT. REVENUE BONDS SERIES 2009	33,184	25,160	25,160	17,000
520-5902.01	INT. REVENUE BONDS SERIES 2014	188,147	156,148	156,148	146,054
520-5902.02	INT. REVENUE BONDS SERIES 2016	0	0	0	250,000
TOTAL DEBT SERVICE		726,331	726,308	726,308	1,228,054

20-Economic Development Corporation

	2014-2015	2015-2016	2015-2016 PROJECTED YEAR END	2016-2017 PROPOSED
	<u>ACTUAL</u>	<u>BUDGET</u>		
<u>TRANSFERS</u>				
520-6100 TRANSFER TO WASTEWATER FD	230,000	0	0	0
520-6102 TRANSFER TO BUILDING FUND	17,194	0	0	0
TOTAL TRANSFERS	<u>247,194</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES	2,983,624	2,636,803	2,245,110	2,653,720

**CITY OF MARBLE FALLS
HOTEL CONFERENCE CENTER FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17**

08/16/2016

Beginning Fund Balance, 10/1/16	\$0
REVENUE	6,514,000
Total Sources of Funds	<u>6,514,000</u>
EXPENDITURE SUMMARY: BUDGET	<u>6,500,000</u>
Ending Fund Balance, 9/30/17	\$14,000

24- Hotel Conference Center Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
REVENUES					
4560	BANK INTEREST EARNED				2,000
4564	INT EARNED ON INVESTMENT				12,000
4900	BOND PROCEEDS 2016				6,500,000
TOTAL REVENUES		<u>0</u>	<u>0</u>	<u>0</u>	<u>6,514,000</u>
EXPENDITURES					
<u>SERVICES</u>					
520-5550	RECRUITMENT & RETENTION - HOTEL CC				6,500,000
TOTAL SERVICES		<u>0</u>	<u>0</u>	<u>0</u>	<u>6,500,000</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>6,500,000</u>

CITY OF MARBLE FALLS
TIF FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$11,537
REVENUE	31,400
Total Sources of Funds	<u>42,937</u>
EXPENDITURE SUMMARY: BUDGET	<u>0</u>
Ending Fund Balance, 9/30/17	\$42,937

25- T.I.F. Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
REVENUES					
4001	TIRZ CURRENT PROPERTY TAXES	14,495	16,000	24,500	30,800
4002	TIRZ DELINQUENT PROP TAXES	0	0	124	500
4560	INTEREST EARNED	22	0	50	100
TOTAL REVENUES		<u>14,518</u>	<u>16,000</u>	<u>24,674</u>	<u>31,400</u>

**CITY OF MARBLE FALLS
EQUIPMENT REPLACEMENT FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17**

08/16/2016

Beginning Fund Balance, 10/1/16	\$50,000
REVENUES	40,000
Total Sources of Funds	<u>90,000</u>
EXPENDITURE SUMMARY: BUDGET	<u>0</u>
Ending Fund Balance, 9/30/17	\$90,000

32-Equipment Replacement Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
REVENUES					
4901	TRANS FROM GENERAL FUND	15,000	20,000	20,000	25,000
4902	TRANS FROM W/WW FUND	10,000	10,000	10,000	15,000
TOTAL REVENUES		<u>25,000</u>	<u>30,000</u>	<u>30,000</u>	<u>40,000</u>

CITY OF MARBLE FALLS
LA VENTANA PID
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$2,912
REVENUES	40,000
Total Sources of Funds	<u>42,912</u>
EXPENDITURE SUMMARY: BUDGET	<u>37,500</u>
Ending Fund Balance, 9/30/17	\$5,412

55-La Ventana PID Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
REVENUES					
4020	LA VENTANA PID ASSESSMENT	16,116	20,000	27,200	30,000
4560	INTEREST EARNED	11,418	13,000	10,500	10,000
TOTAL REVENUES		27,534	33,000	37,700	40,000
EXPENDITURES					
<u>OTHER</u>					
521-5666	REIMB. TO DEVELOPER	25,000	30,000	40,000	35,000
TOTAL OTHER		25,000	30,000	40,000	35,000
<u>TRANSFERS</u>					
521-6106	TRANSFER TO GENERAL FUND	2,500	2,500	2,500	2,500
TOTAL TRANSFERS		2,500	2,500	2,500	2,500
TOTAL EXPENDITURES		27,500	32,500	42,500	37,500

**CITY OF MARBLE FALLS
IMPACT FEE FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17**

08/16/2016

Beginning Fund Balance, 10/1/16	\$1,964
REVENUES	80,000
Total Sources of Funds	<u>81,964</u>
EXPENDITURE SUMMARY: BUDGET	<u>80,000</u>
Ending Fund Balance, 9/30/17	\$1,964

Estimated Retained Earnings @ 9/30/15	\$0
Use of Reserves for FY 15/16	0
Balance	\$0

60-Impact Fee Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
				<u>YEAR END</u>	
REVENUES					
4304.01	IMPACT FEE 3/4" PD	30,996	40,000	49,000	50,000
4304.02	IMPACT FEE 1" PD	8,455	5,000	6,000	5,000
4304.04	IMPACT FEE 2" PD	53,294	0	12,000	10,000
4304.05	IMPACT FEE 2" COMPOUND	0	5,000	6,500	5,000
4304.07	IMPACT FEE 3" COMPOUND	0	0	12,000	10,000
TOTAL REVENUES		92,745	50,000	85,500	80,000
EXPENDITURES					
<u>TRANSFERS</u>					
536-6150	TRANSFER TO WATER FUND	92,745	50,000	85,000	80,000
TOTAL TRANSFERS		92,745	50,000	85,000	80,000
TOTAL EXPENDITURES		92,745	50,000	85,000	80,000

CITY OF MARBLE FALLS
POLICE FEDERAL FORFEITURE FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$55,084
REVENUES	140
Total Sources of Funds	<u>55,224</u>
EXPENDITURE SUMMARY: BUDGET	<u>40,000</u>
Ending Fund Balance, 9/30/17	\$15,224

67-Police Federal Forfeiture Fund

		2014-2015	2016-2016	2015-2016 PROJECTED YEAR END	2016-2017 PROPOSED
		<u>ACTUAL</u>	<u>BUDGET</u>		
REVENUES					
4564	INVESTMENT INTEREST EARNED	140	140	140	140
TOTAL REVENUES		<u>140</u>	<u>140</u>	<u>140</u>	<u>140</u>
EXPENDITURES					
<u>SUPPLIES</u>					
567-5390	SMALL TOOLS AND EQUIPMENT	2,960	5,000	0	40,000
TOTAL SUPPLIES		<u>2,960</u>	<u>5,000</u>	<u>0</u>	<u>40,000</u>
TOTAL EXPENDITURES		<u>2,960</u>	<u>5,000</u>	<u>0</u>	<u>40,000</u>

CITY OF MARBLE FALLS
COURT TECHNOLOGY FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$15,598
REVENUES	5,500
Total Sources of Funds	<u>21,098</u>
EXPENDITURE SUMMARY: BUDGET	<u>10,000</u>
Ending Fund Balance, 9/30/17	\$11,098

75-Court Technology Fund

		2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>YEAR END</u>	<u>PROPOSED</u>
REVENUES					
4035	MUNICIPAL COURT TECH FUND	4,347	5,000	5,000	5,500
TOTAL REVENUES		4,347	5,000	5,000	5,500
EXPENDITURES					
<u>OTHER</u>					
543-5611	COURT TECHNOLOGY EXPENSES	101,995	5,000	0	10,000
TOTAL EXPENDITURES		101,995	5,000	0	10,000

CITY OF MARBLE FALLS
BUILDING SECURITY FUND
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$45,455
REVENUES	4,200
Total Sources of Funds	<hr/> 49,655
EXPENDITURE SUMMARY: BUDGET	<hr/> 2,900
Ending Fund Balance, 9/30/17	\$46,755

76-Building Security Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>PROJECTED YEAR END</u>	<u>PROPOSED</u>
REVENUES					
4033	BUILDING SECURITY FUND REVE	3,188	4,000	4,000	4,200
TOTAL REVENUES		3,188	4,000	4,000	4,200
EXPENDITURES					
<u>PERSONNEL SERVICES</u>					
543-5143.01	COURT BAILIFF FUND	1,473	1,800	2,000	2,400
TOTAL PERSONNEL SERVICES		1,473	1,800	2,000	2,400
<u>OTHER</u>					
543-5615	COURT SECURITY EXPENSES	10,857	0	475	500
TOTAL OTHER		10,857	0	475	500
TOTAL EXPENDITURES		12,330	1,800	2,475	2,900

**CITY OF MARBLE FALLS
UTILITY IMPROVEMENT SERIES 2007
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17**

08/16/2016

Beginning Fund Balance, 10/1/16	\$6,500,550
REVENUES	5,000
Total Sources of Funds	<u>6,505,550</u>
EXPENDITURE SUMMARY: BUDGET	<u>6,462,123</u>
Ending Fund Balance, 9/30/17	\$43,427

45-Utility Improvements 2007 Fund

		2014-2015	2015-2016	2015-2016	2016-2017
		ACTUAL	BUDGET	PROJECTED	PROPOSED
		YEAR END			
REVENUES					
4564	INT EARNED ON INVESTMENTS	5,540	6,000	5,000	5,000
4905	TRANSFER FROM EDC	230,000	0	0	0
4906	BOND SALE PROCEEDS SERIES 2016	0	0	7,930,000	
TOTAL REVENUES		235,540	6,000	7,935,000	5,000
EXPENDITURES					
<u>SERVICES</u>					
535-5520.02	PROF SERVICES- W.W. PLANT	3,210	0	0	0
TOTAL SERVICES		3,210	0	0	0
<u>CAPITAL</u>					
535-5802.06	ENG. -WATER PLANT	33,620	265,000	50,000	344,000
535-5802.19	ENG. - WASTEWATER PLANT	112,603	80,000	85,312	0
535-5810	BACKHOE	0	0	0	100,000
535-5831.15	WASTEWATER PLANT-CONSTRUCT	89,743	0	1,065,503	0
535-5847.07	PURPLE PIPE PHASE 1-A	82,417	40,000	0	40,000
535-5847.10	LOS ESCONDIDOS WATER LINE	513,926	0	0	0
535-5851.01	WATER PLANT CONTRACT #1	532,895	0	0	0
535-5851.02	WATER PLANT CONTRACT #2	778,579	0	0	0
535-5851.03	WATER PLANT CONST. PHASE 3	320,580	1,395,400	1,815,000	1,015,000
535-5851.04	WATER PLANT CONST. PHASE 4	0	0	27,877	3,528,123
535-5847.11	BROADWAY WATER LINE	0	0	0	140,000
535-5847.12	FM 1431 WATER LINE	0	0	0	340,000
535-5850.01	VIA VIEJO WATER TANK	0	0	0	900,000
TOTAL CAPITAL		2,464,364	1,780,400	3,043,692	6,407,123
<u>TRANSFERS</u>					
535-6103	TRANSFER TO CDBG FUND	0	55,000	0	55,000
TOTAL TRANSFERS		0	55,000	0	55,000
TOTAL EXPENDITURES		2,467,574	1,835,400	3,043,692	6,462,123

CITY OF MARBLE FALLS
GENERAL IMPROVEMENTS SERIES 2007
BUDGET SUMMARY
FOR FISCAL YEAR 2016-17

08/16/2016

Beginning Fund Balance, 10/1/16	\$3,426,749
REVENUES	10,000
Total Sources of Funds	<u>3,436,749</u>
EXPENDITURE SUMMARY: BUDGET	<u>3,282,400</u>
Ending Fund Balance, 9/30/17	\$154,349

68-General Improvement Series 2007 Fund

	2014-2015	2015-2016	2015-2016 PROJECTED	2016-2017
	ACTUAL	BUDGET	YEAR END	PROPOSED
REVENUES				
4525	CONTRIB- TWDB FLOOD STUDY	12,000	0	0
4564	INT EARNED ON INVESTMENTS	0	50	17,000
4573	CONTRIBUTION - BRAY	0	0	131,713
4575	CONTRIBUTION- MAYFIELD BLDR	0	0	24,000
TOTAL REVENUES	12,000	50	172,713	10,000
EXPENDITURES				
<u>SUB-TOTAL</u>				
528.5208.18	ENGINEERING - PUBLIC SAFETY BLDG	47,262	0	96,925
528-5208.19	ARCHITECT- PUB. SAFETY BLDG	0	0	146,700
TOTAL SUB-TOTAL	47,262	0	243,625	0
<u>SERVICES</u>				
528-5520.05	DOWNTOWN MAST PLAN	121,869	97,500	20,000
528-5520.07	LAND USE CONSULTANT	36,689	56,500	56,500
528-5520.08	PARKS & REC MASTER PLAN	0	47,000	47,000
528-5530	ADVERTISING & NOTICES	52	0	0
TOTAL SERVICES	158,610	201,000	123,500	77,500
<u>CAPITAL</u>				
528-5800.01	STREET IMPROVEMENTS	27,828	530,000	737,350
528-5820.11	ROCKY ROAD IMPROV.	49,001	0	16,225
528-5820.12	BROADWAY FROM AVE G TO AVE D	0	250,000	20,000
528-5822	PUBLIC SAFETY BUILDING-CONST.	10,155	2,974,900	0
TOTAL CAPITAL	86,984	3,754,900	773,575	3,204,900
<u>DEBT SERVICE</u>				
528-5980	BOND AGENT FEES	400	0	0
TOTAL DEBT SERVICE	400	0	0	0
TOTAL EXPENDITURES	293,256	3,955,900	1,140,700	3,282,400

September 6, 2016

7. REGULAR AGENDA

(b) Discussion and Action on the Second Reading on Ordinance 2016 –O-08D adopting a proposed tax rate for Fiscal Year 2016/2017. **Margie Cardenas, Finance Director**

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
September 6, 2016

Agenda Item No.: 7(b)
Presenter: Margie Cardenas, Director of Finance
Department: Finance Department
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on the Second Reading of Ordinance 2016-O-08D adopting a proposed tax rate for FY 2016/17.

BACKGROUND INFORMATION

At the council meeting on August 2nd we discussed setting the tax rate at the current tax rate of .6483 per \$100 valuation. The current tax rate is lower than the effective tax rate of .6485 by .03%. Therefore the two public hearings required by state law were not needed. We will hold one public hearing required by our Charter and proper notices have been published in the newspaper on August 9th and 12th. This will be the 5th consecutive year that we maintain the same tax rate.

The tax rate we are proposing is the same rate as this year and many residents will not see any increase; only if their property valuation has increased will they see an increase. Another positive for proposing the current tax rate is the ratio between I&S to M&O is moving in the direction of decreasing the debt rate and increasing the maintenance and operations. Currently the tax rate is 68% I&S and 32% M&O.

The breakdown is as follows for the 2016 proposed tax rate:

Interest & Sinking	.4157	(64%)
Maintenance & Operations	.2326	(36%)
Total	.6483	

The public hearing and first reading of the ordinance was held on August 16, 2016. Once approved, the tax rate will become effective on the annual tax statements which will be mailed out after October 1, 2016 by the Burnet County Appraisal District.

ORDINANCE NO. 2016-O-08D

AN ORDINANCE LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MARBLE FALLS, TEXAS AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2016-2017; APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

SECTION I

That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Marble Falls, Texas to provide for an Interest and Sinking Fund for the Fiscal Year 2016-2017, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, an Ad Valorem tax of \$.6483 on each One Hundred Dollar (\$100) valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- (1) For the maintenance and operation of general government (General Fund), \$.2326 on each One Hundred Dollar (\$100) valuation of property, and
- (2) For the Interest and Sinking Fund, \$.4157 for each One Hundred Dollars (\$100) valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY .0226 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$22.60.

SECTION II

All monies collected under this ordinance are for the specific items therein named and the same are hereby appropriated and set apart for the specific purpose indicated in each item, and the Assessor-Collector of Taxes, and the Director of Finance shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby the duty of the Tax Assessor-Collector and every person collecting money for the City of Marble Falls, to deliver to the Director of

Finance a statement showing collections and from what source received. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

SECTION III

PROVIDING FOR A SAVINGS CLAUSE. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION IV

That this ordinance shall take effect and be in force from and after its passage.

PUBLIC HEARING AND FIRST READING OF ORDINANCE: August 16, 2016.

SECOND READING AND ADOPTION OF ORDINANCE: September 6, 2016.

John Packer, Mayor

Attest:

Approved as to Form:

Christina McDonald, City Secretary

Patty Akers, City Attorney

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF MARBLE FALLS

A tax rate of \$.6483 per \$100 valuation has been proposed by the governing body of
City of Marble Falls.

PROPOSED TAX RATE	\$ <u>.6483</u> per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>.6483</u> per \$100
EFFECTIVE TAX RATE	\$ <u>.6485</u> per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for
City of Marble Falls from the same properties in both the 2015
tax year and the 2016 tax year.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Stan Hemphill

Burnet Central Appraisal District tax assessor-collector

223 S. Pierce, Burnet, Texas 78611

512-756-8291

burnetad@nctv.com

marblefallstx.gov

2016 Property Tax Rates in City of Marble Falls

This notice concerns 2016 property tax rates for City of Marble Falls. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$1,506,797
Last year's debt taxes	\$3,144,900
Last year's total taxes	\$4,651,697
Last year's tax base	\$657,727,356
Last year's total tax rate	0.648300/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$4,229,587
÷ This year's adjusted tax base (after subtracting value of new property)	\$652,143,609
= This year's effective tax rate	0.648500/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate and/or enhanced indigent health care expenditures)	\$3,255,903
÷ This year's adjusted tax base	\$652,143,609
= This year's effective operating rate	0.499200/\$100
× 1.08 = this year's maximum operating rate	0.539100/\$100
+ This year's debt rate	0.415700/\$100
= This year's rollback rate	0.954800/\$100

A hospital district or city that collects the additional sales tax to reduce property taxes, including one that collects the tax for the first time this year, must insert the following lines:

- Sales tax adjustment rate	0.289200/\$100
= Rollback tax rate	0.665600/\$100

Statement of Increase/Decrease

If City of Marble Falls adopts a 2016 tax rate equal to the effective tax rate of 0.648500 per \$100 of value, taxes would increase compared to 2015 taxes by \$ 37,596.

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
GENERAL FUND	1,474,328

Schedule C - Expected Revenue from Additional Sales Tax

(For hospital districts, cities and counties with additional sales tax to reduce property taxes)

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$ 1,923,786 in additional sales and use tax revenues.

For County: The county has excluded any amount that is or will be distributed for economic development grants from this amount of expected sales tax revenue.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at .

Name of person preparing this notice:

Title:

Date prepared:

September 6, 2016

7. REGULAR AGENDA

- (c) Discussion and Action regarding the award of contract to Halff Associates, Inc. for professional services associated with the Land Use Ordinance update and authorizing the City Manager to execute contract. **Caleb Kraenzel, Assistant City Manager**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
September 6, 2016**

Agenda Item No.: 7(c)
Presenter: Caleb Kraenzel, Assistant City Manager
Department: Development Services
Legal Review:

AGENDA CAPTION

Discussion and Action regarding the award of contract to Halff Associates, Inc. for professional services associated with the Land Use Regulations update and authorizing the City Manager to execute contract.

BACKGROUND INFORMATION

The item is for consideration of awarding the contract to Halff Associates, Inc. for professional services associated with the comprehensive review and update of the adopted Land Use Regulations for the City of Marble Falls.

A Short-Term Action recommendation was identified in the 2009 Comprehensive Plan calling for the development and implementation of a new zoning ordinance. Updating the City's existing zoning and development regulations was also identified as a Short-Term Regulatory Action in the recently adopted 2016 Comprehensive Plan Update. The goal of the update is to implement quality and character recommendations and improve readability and usability.

The current adopted Land Use Regulations and zoning districts can be found in Appendix B of the Code of Ordinance for the City of Marble Falls. Appendix B was enacted by Ordinance No. 1988-O-7, adopted on October 1, 1988. Since the adoption, certain sections of the land use regulations have been revised to allow for changing needs and development patterns, however a comprehensive review and update is needed to improve structure, usability, and to revise outdated or incompatible development regulations.

The update will be conducted in essentially six (6) phases. These phases include:

1. Project Initiation/Management, Pre-Planning, and collecting Existing Conditions and necessary Background Information.

2. Public Engagement- Public involvement is crucial to the update process. Kick-off meetings with City Staff and City officials, and three initial Focus Group meetings will be held with key stakeholder groups. A Staff Development Review Committee (DRC) will be formed to review and provide technical feedback on proposed code revisions. In order to ensure the City's long-term vision and needs are met, a Zoning Advisory Committee (ZAC) will be formed, and will be comprised of Councilmembers, Commissioners, and citizens involved in the Comprehensive Plan Update. After endorsement of the CEPA Memorandum, the ZAC will meet at five key points to provide the consultants community input. Two-hour Development/Community Walk-Ins/Forums will also occur at a minimum of five (5) times throughout the process to ensure questions of the development community and residents are answered. A Communitywide Public Meeting will also be facilitated at the Lakeside Pavilion to solicit feedback on the proposed regulations prior to adoption.
3. Code Evaluation and Proposed Approach (CEPA) Memorandum- Consultants will prepare a report summarizing the evaluation of the City's existing development regulations, policy directions, and recommended strategic directions for moving forward with the update. The CEPA Memorandum will guide the work of subsequent text amendments, and therefore an official endorsement of the CEPA Memorandum must take place prior to commencement of Phase 4.
4. Text Amendments/Drafting Regulations- Phase 4 will present the draft text amendments in four modules. Each module will be reviewed and discussed with the DRC and the ZAC in order to receive feedback. After incorporating written feedback, the consultant will present the refined regulations to the Council, Commission, ZAC, and citizens during a joint workshop and the Communitywide Public Meeting.
5. Map Amendments- The consultant will prepare recommended amendments, if needed, to the adopted Zoning Map.
6. Adoption- After incorporating all feedback received, final drafts of the text amendments and map amendments will be prepared and presented to the Planning and Zoning Commission and City Council for consideration of adoption.

The anticipated schedule for completion for the entire update process is 15 calendar months from the Notice to Proceed.

The Proposed Scope of Work consists of two deliverables:

- Development regulations – This is an update of Appendix B, Marble Falls code relating to:
 - Zoning Districts, Definitions, Land Uses, Development regulations (setbacks, lot sizes, exterior appearance/façade requirements, etc.), Accessory Uses, Non-conforming uses, Landscaping, Parking, Fences, and Other Areas such as Granny Flats (or Mother-in-law suites) and Short Term rentals.
- New Zoning Map
 - Rezoning of properties is a likely outcome
 - Examples: Upzoning, Downzoning, parallel zoning

RECOMMENDATION

Based on the Short-Term objectives in the current Comprehensive Plan and the need to update the City's current Land Use Regulations, City staff recommends approval of the contract award to Halff Associates, Inc. for the Comprehensive Plan update.

The project manager for Halff, Matt Bucchin, AICP will be in attendance for any questions the Council may have.

Memo Contents:

- | | |
|---|---------------------|
| ○ Professional Services Agreement | Pages 4 - 8 |
| ○ Exhibit A – Scope of work | Pages 9 - 18 |
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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the __ day of _____, 2016 by and between the City of Marble Falls ("City") and Halff Associates, Inc. ("Contractor").

In consideration of the mutual premises, covenants and Agreements herein contained, the parties agree as follows:

Section 1. City hereby engages "Contractor", and "Contractor" hereby accepts such engagement, to provide professional planning and engineering services to the City as specified in Attachment "A" (the "Services"). "Contractor" shall perform the Services for the benefit of the City upon the terms and conditions contained in this Agreement.

Section 2. Term and Termination.

(a) Term. The term of Contractor's engagement by City hereunder (the "Term") shall commence on the date of this Agreement and will continue in effect until completion of the Services, unless it is earlier terminated in accordance with this Section. The Services are anticipated to be performed by the Contractor within 15 months from notice to proceed from the City. The work duration is anticipated to span two City budgetary cycles and will begin with an Initial Notice to Proceed with a portion of the Services in FY 2016, with the remainder of the Services anticipated to be provided in FY 2017.

(b) Termination. This Agreement may be terminated prior to the end of the Term upon 10 days notice by either party for any or no reason. Such termination shall be effective 10 days following delivery and receipt, by the terminating party to the other party, of written notice of such termination. The City shall pay Contractor for services rendered and obligations incurred to date of termination and Contractor shall submit to the City all Project documents prepared to that point.

Section 3. Services.

(a) Scope of Services. The Services shall include those items listed on Attachment A which is incorporated herein by reference for all purposes. In order for the "Contractor" to perform the Services, the City's obligation for providing information and support is also described in Attachment A. Attachment "A" describes all phases of the Services anticipated to be provided by the Contractor, including the work in the notice to proceed under the initial phase of services to be performed by Contractor, and the subsequent work that would be authorized by amendment to this agreement.

(b) Performance. The Services, and other duties of "Contractor" hereunder shall be performed promptly upon request by City. Contractor shall provide to the City, prior to commencing with the work a task-by-task schedule of the Services to be performed, and will submit monthly updates to the schedule to the City to indicate progress on conducting the Services and adjustments to the work schedule.

(c) Additional Services. If "Contractor" determines that services outside the scope of Attachment "A" ("Additional Services") are required or recommended, or that "Contractor" is being asked by City to perform services not covered by Attachment "A", "Contractor" shall notify City that such services are Additional Services, and the cost associated with their performance and receive approval to perform such

Additional Services prior to undertaking them. Additional Services shall be performed at the professional rates listed in Attachment "B", or for a lump sum amount as agreed between the parties.

(d) Contractor Responsibility. Acceptance and approval of the work performed by Contractor or acceptance and approval of any report, document, or computer program by the City shall not constitute nor be deemed a release of the responsibilities and liability of Contractor for the accuracy and competency of Contractor's work products, computer programs, or other documents, and services prepared/performed under this Agreement. No approvals or acceptances by or in behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error or omission in said work products, computer programs or other documents and services as prepared/performed by Contractor.

Contractor further agrees to correct documents or re-execute services as may be required when such documents or services required to be produced under this Agreement are found to be in error or contain defects or omissions at no additional costs to the City.

Section 4. Compensation.

(a) Fee. In exchange for "Contractor's" ongoing performance of the Services associated with Attachment "A" and the other duties and obligations under this Agreement, City shall pay to Contractor a fee (the "Fee") not to exceed \$130,000.00 for the totality of the Services described in Attachment "A". The City reserves the right to request that Contractor perform all of the Services described in Attachment "A" or to perform only portions of the Services described in Attachment "A". The City shall provide the Contractor with one or more notices to proceed prior to Contractor's performance of any Services described in Attachment "A". If the notice to proceed covers only a portion of the Services to be performed by Contractor, the not to exceed Fee to be paid to Contractor for such portion of the Services shall be in accordance with the Schedule of Values described in Attachment "B". The Fee shall be the sole compensation due "Contractor" in connection with its rendition of the Services identified in Attachment "A" and the Fee shall include any and all expenses that may be incurred by Contractor in the performance of the Services associated with Attachment "A". City shall not be obligated to reimburse "Contractor" for any additional expenses incurred by "Contractor" in connection with "Contractor's" performance of such Services except for expenses incurred in association with Additional Services as described in Section 3c of this Agreement. Subsequent amendments to this Agreement may be executed by the City to authorize additional fees for the Contractor to provide any Additional Services.

Fees intended for services that may be rendered by Contractor after the end of the City's fiscal year shall be subject to appropriation by the City.

(b) Taxes. "Contractor", and not City, shall be solely responsible for paying all required federal, state and local taxes related to any amounts received by "Contractor" pursuant to this Agreement. City shall not withhold OASDI, Medicare or any federal, state or local income or other tax, make unemployment insurance contributions or obtain workers' compensation insurance on behalf of "Contractor".

(c) Payments on account of "Contractor's" Services shall be made to "Contractor" at its billing address indicated on the invoice, 30 days after invoice is received and approved for payment. Invoices for payment of Services shall not be submitted to City more frequently than once per month. Billing shall include documentation of cost of Services rendered during the previous month. Interest shall accrue on undisputed amounts which have not been and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of "Contractor".

Section 5. Independent Contractor. “Contractor” shall at all times be an independent Contractor and nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between “Contractor” and City. “Contractor” shall have the entire charge, control and supervision of its performance of the Services. “Contractor” will not have any authority to incur any obligation or bind or commit City to any Agreement, contract, or commitment or to waive, modify, or amend any rights of City under any Agreement, contract, or commitment, except as expressly authorized in writing by City. City shall not in any manner be answerable or accountable for: (i) any violation by “Contractor” of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of “Contractor”.

Section 6. Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Venue and performance of this Agreement shall be in Burnet County Texas.

Section 7. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that “Contractor” may not subcontract or assign this Agreement without the prior approval of City.

Section 8. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto. No failure or delay by either the City or Contractor in enforcing any provision of this Agreement shall operate as a waiver.

Section 9. Limitation of Damages. UNDER NO CIRCUMSTANCES WILL CITY BE LIABLE TO “CONTRACTOR” FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. In no case shall either party be liable to the other for special, indirect, consequential, exemplary, or punitive damages for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort, or otherwise in excess of the party’s insurance coverage

Section 10. Compliance with Law. “Contractor” agrees that it shall at all times fully comply with all laws, statutes, ordinances, rules, regulations and to the extent that Contractor has actual knowledge as provided by the City, those orders applicable to the Services or this Agreement.

Section 11 Insurance. “Contractor” agrees to carry and maintain insurance in the following types and amounts for the duration of this Agreement.

(a) Workers' Compensation and Employers' Liability coverage for employees of “Contractor”, if any, with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

(b) Commercial General Liability with a minimum combined bodily injury and property damages per occurrence with a limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under the Agreement and for all subcontracts.
2. City listed as an additional insured, endorsement CG 2010.
3. Thirty (30) day Notice of Cancellation in favor of the City, endorsement CG 0205.
4. Waiver of Transfer of Rights of Recovery Against Others in favor of the City, endorsement CG 2404.

(c) Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of City:

1. Waiver of Subrogation endorsement TE 2046A.
2. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
3. Additional Insured, endorsement TE 9901B.

(d) Professional Liability – each claim made \$1,000,000.00

Section 12 Indemnity.

“Contractor” hereby expressly agrees to indemnify and hold harmless the City and the City’s officers, agents and employees, from and against all expenses, claims, demands, costs, and causes of action, including reasonable attorney’s fees for the defense of all claims and demands (collectively, “Costs”), to the extent arising directly from, or directly connected with, the negligent performance of Services in connection with this Agreement by “Contractor”, its officers, agents, employees and parties with whom it contracts, including Sub-Contractors, and from all Costs in connection with injury or property damages arising from the negligent performance of Services under this Agreement by “Contractor”, its employees, agents, representatives and parties with whom it contracts, including Sub-Contractors.

Section 13 Confidentiality.

Contractor covenants and agrees that it shall not, at any time, directly or indirectly, divulge or disclose for any purpose whatsoever, confidential and proprietary information concerning the City that has been developed by the City, or obtained by Contractor from the City or disclosed to the Contractor by the City, as a result of the performance of the Contractor’s work, duties and obligations under this Agreement. The parties stipulate that, as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the City and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement. The parties further stipulate that no adequate remedy at law exists for a violation of this Section by Contractor and that therefore the City shall be entitled to injunctive relief against Contractor for such a violation. “Confidential and proprietary information” of the City shall include, but not be limited to, costs and pricing financial and technical information, ideas, designs, specifications, techniques, models, data,

programs, documentation, processes, know-how, customer lists, marketing plans, and information discussed at any meetings in which the City is present. "Confidential Information" shall also include any individually identifiable information of Participants.

It is agreed that the provisions of this Section 13 shall be applicable and enforceable unless the terms and conditions of this Section 13 are expressly waived on behalf of the City and reduced to an instrument in writing signed by the City.

Section 14. Ownership and Use of Documents

Contractor agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are paid for by the City, is/are subject to the rights of the City in effect on the date of execution of this Agreement. Subject to the last sentence in this section, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so. If an item produced by Contractor is copyrightable, Contractor may copyright it, subject to the rights of the City. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Contractor shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 15. Entire Agreement. This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be amended or modified in any manner except by a written Agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the day and year first above written.

CITY OF MARBLE FALLS:

By: _____

Mike Hodge, City Manager

CONTRACTOR:

By: _____

Title: _____

EXHIBIT 'A'
SCOPE OF SERVICES

City of Marble Falls Land Use Regulations Update
Marble Falls, Texas

The following is the scope of services to be provided by Halff Associates, Inc. for the City of Marble Falls, Texas. This scope includes a comprehensive update to the City's existing land use regulations, as set out herein. In this scope of work, City staff and elected officials are referred to as "Staff." Halff Associates Inc. is referred to as Halff.

PLANNING PROCESS ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. Appendix B, *Land Use Regulations*, of the City's Code of Ordinances will be used as a starting point for this planning effort. The updated regulations will be prepared as a direct implementation action of the Comprehensive Plan.
2. The City will provide the most recently available base zoning GIS and other mapping data, as applicable. The City will be responsible for ensuring that GIS data obtained for this project is compatible, including projections and other elements.
3. The City will provide electronic and printed copies, as available, of all previously prepared background information, studies and data that is appropriate for a land use regulation update effort such as this.
4. The City will be responsible for advertising all notices and announcements for public meetings or events conducted as part of this process, including postings on the City website, press releases to area newspapers and mass media, and legal notifications and postings where necessary. Halff will assist by preparing electronic files for up to 11" x 17" flyers/posters (as may be necessary) and email notifications that can be distributed by City staff conducting media interviews to publicize events.
5. The City staff will coordinate and schedule all meetings and presentations to Council, Commission, and other boards as may be required as part of this process.
6. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this scope of work.
7. Any additional meetings beyond those shown in this scope of work will be considered an additional service and are not included in this scope of services.
8. The final deliverable will include a comprehensive update of the City's land use regulations as set out herein. Text will be drafted in Microsoft Word. Graphics will be created using Google SketchUp, Adobe Photoshop and/or Adobe Illustrator. All original files and a consolidated PDF will be delivered as part of the project close-out.

SCOPE OF WORK

The planning effort scope of work is as follows:

1.00 Project Initiation/Management, Pre-Planning & Existing Conditions

1.01 Project Initiation and Project Management

- a. **Project Initiation Teleconference** – Teleconference or WebEx video conference project initiation and coordination meeting with City staff to finalize project goals, establish lines of longer-term communication, and determine the final public involvement strategy, including the use and composition of an advisory committee. To ensure consistent implementation of the soon-to-be-adopted Comprehensive Plan, this advisory committee is recommended to include a subset of the City’s established comprehensive plan advisory committee.
- b. **Project Management** – During the course of the project, coordination regarding scheduling of meetings and deliverables, and invoicing and progress reports will be prepared to ensure that the project is managed and proceeds according to the professional services agreement and this scope of services.

1.02 Pre-Planning and Background Information

- a. **Assemble list of requested files and information** – Submit list of required information to City staff, including latest versions (and draft modifications) of the City’s adopted Home Rule Charter, Code of Ordinances, development guidebooks, uncodified procedures, etc. This includes adopted provisions that have not been codified.
- b. **Analysis mapping** – Use background zoning and other base data provided by the City to prepare a starting point zoning map for analysis of potential changes to zoning district boundaries.

Product by Halff – Obtain background data and base files from City staff, develop base zoning map for analysis purposes. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received from the City.

Task Components by City Staff – The City shall provide a digital copy of applicable background plans, documents, and base inventory and GIS data (as may be available) as requested by Halff so that Halff has the necessary resources to undertake the project.

2.00 Engagement

2.01 Staff Kick-off Meetings and Key Person Interviews

- a. **Conduct kickoff meeting with City staff** – As part of Visit # 1, review project schedule, objectives of the effort, public input process and major milestones.
- b. **Key person interviews** – As part of Visit # 1, meet individually with key City officials and staff, including the Administration, Director of Development Services, City Attorney, Economic Development Director, and staff from Fire Rescue (for fire

prevention), Public Works, Utilities, and others who are part of the land development review and approval process.

Product by Halff – Attend and facilitate project kick-off meetings with City staff.

Task Components by City Staff – Organize and attend initial meeting and meetings with key City officials.

2.02 Stakeholder Focus Groups

a. **Facilitate three 1.5-hour focus group meetings with key stakeholder groups** – On the same day as the staff kick-off meetings (during Visit # 1), Halff will conduct three 1.5-hour focus group meetings with key stakeholders. These three small-group listening sessions should be comprised of 15-20 people per meeting and are intended to identify important issues as it relates to the zoning and land development process in Marble Falls. Meetings with the following potential stakeholders are suggested, but may be altered based on suggestions by City staff and officials:

1. Code users (e.g., local architects, landscape architects, engineers, sign contractors, builders, and developers);
2. Business and land owners;
3. Elected and appointed officials;
4. City staff including Economic Development;
5. LCRA officials; and
6. Neighborhood groups, if applicable.

Product by Halff – Prepare list of stakeholder questions; facilitate discussion with stakeholder focus groups; incorporate feedback into subsequent land use regulations, as applicable.

Task Components by City Staff – Prepare list of key entities or individuals for focus group meetings, organize and schedule meetings, notify and RSVP with attendees, attend meetings to provide local context, and provide basic refreshments.

2.03 Zoning Advisory Committee (ZAC) – Subset Group of the CPAC

a. **ZAC purpose and composition** – In order to ensure the City's land use regulations are updated in accordance with the long-term vision and needs of the community, it is recommended to use a subset of the Comprehensive Plan Advisory Committee (CPAC) as an advisory committee. The purpose of the Zoning Advisory Committee (ZAC) is to provide a balanced opinion on important City issues and to provide a comprehensive community perspective on the draft and refined regulations and map amendments.

b. **ZAC Meetings** – As part of the regulation drafting and vetting process, Halff will meet with the ZAC at five key points during the process, including:

1. Visit # 2 – As part of Visit # 2, ZAC members will be invited to participate in a joint meeting with the City Council and Planning & Zoning Commission where Halff will present the findings of the Code Evaluation & Proposed Approach Memorandum (see section 3.01, *CEPA Memorandum*, for more information on the memorandum).

2. Visits # 3, 4, 6, and 7 – As part of Visits # 3, 4, 6, and 7, Halff will present an overview of each of the four code modules to receive recommended refinements (see section 4.01, *Draft Regulations*, for more information on the code modules).
3. Visit # 8 – As part of Visit # 8, ZAC members will be invited to participate in a joint meeting with the City Council and Planning & Zoning Commission where Halff will present the draft land use regulations, as refined through applicable feedback received throughout the planning process.

Product by Halff – Suggest agenda items along with handouts/presentations materials, as appropriate, for each scheduled ZAC meeting; attend and facilitate each of the meetings.

Task Components by City Staff – Schedule meetings; distribute materials to the ZAC; notify attendees; provide meeting refreshments as appropriate; attend meetings.

2.04 Staff Development Review Committee (DRC)

- a. **DRC purpose and composition** – In order to ensure the City’s land use regulations are updated in accordance with the technical specifications set out by existing development practices, it is recommended to use a staff-based Development Review Committee (DRC). The composition of this DRC are the Directors of Development Services, Economic Development, Fire Rescue (fire prevention), Parks & Recreation, Public Works, Utilities, or other departments that are, or should be, involved in the development review process (other technically proficient staff could stand in for the departmental directors as necessary). In addition, the City Attorney should be invited to participate in each of these meetings. The purpose of the DRC is review and provide technical feedback on how the proposed code revisions interrelate with the City’s existing development policy and practices.
- b. **DRC Meetings** – As part of the regulation drafting and vetting process, Halff will meet with the DRC both on-site and via WebEx video conference during the process, including:
 1. Visit # 1 – As part of Visit # 1, Halff will facilitate on-site group interviews with each member of the DRC to obtain their initial identification of what is, and what is not, working with the City’s existing land use and development regulations.
 2. Prior to Visits # 3, 4, 6, and 7 – Prior to Visits # 3, 4, 6, and 7, Halff will facilitate up to two WebEx video conferences with the DRC to overview and receive feedback on each code module. This includes a total of eight WebEx meetings to review and receive technical feedback on the code modules (see section 3.01, *CEPA Memorandum*, for more information on the code modules).
 3. Prior to Visit # 8 – Prior to Visit # 8, Halff will facilitate a WebEx video conference to overview the refined draft regulations and zoning map.

Product by Halff – Facilitate up to nine WebEx video conference overviewing draft and refined module provisions directly from the draft document.

Task Components by City Staff – Schedule meetings; distribute materials to the DRC; notify attendees; review module provisions prior to meeting; attend meetings; provide direct, specific feedback regarding recommended revisions.

2.05 Development Community Walk-In Availability/Forum Option

- a. **Purpose and intent** – The purpose of these walk-in meetings is to ensure that the development community in Marble Falls has opportunity to understand and vet the proposed land use regulations as it applies to building and development practices in Marble Falls.
- b. **Walk-In Meetings** – On the same day, but prior to the presentation with the ZAC (Visits # 3, 4, 6, 7, and 8), Halff will be available for up to two hours to answer walk-in questions by the development community in Marble Falls. These walk-in dates and times should be widely advertised by City staff prior to each meeting so that the development community has sufficient time to review and comment on the proposed modules.
- c. **Forum Option** – Alternatively, the proposed walk-in meetings could be replaced with up to three 2-hour facilitated meetings with the development community. Two of these would be held on the same day, but prior to a presentation with the ZAC; the third would be held during an evening on a separate night from a ZAC meeting. The meetings will be scheduled as needed.

Product by Halff – Answer questions by the development community directly from the draft document; compile feedback.

Task Components by City Staff – Advertise meeting; coordinate location choice; and attend meetings to provide staff perspective.

2.06 Public Meeting

- a. **Public meeting purpose and intended audience** – The purpose of the public meeting is to solicit communitywide feedback on the proposed land use regulations developed from this scope of services, the Code Evaluation and Project Approach (CEPA) Memorandum, and feedback received during the planning process. The meeting will include an overview presentation and question and answer session. In order to solicit communitywide feedback, this meeting should be widely advertised by City staff.
- b. **Public Meeting location and timing** – On the same day, but after the joint meeting with the City Council, Planning & Zoning Commission, and ZAC (during Visit # 8), Halff will facilitate a 1.5-hour public meeting at the Lakeside Pavilion. Halff will prepare displays (if applicable), meeting signs, and sign in sheets as appropriate. Halff will prepare a meeting flyer and an “e-blast” that can be used to promote the meeting. Meeting advertising (including newspaper advertisement, stakeholder notification, posting on the City home page and distribution of flyers) will be by the City. Halff will develop a summary of feedback comments received during the meeting.

Product by Halff – Meeting preparation and setup; overview presentation of the refined land use regulations (including associated boards that may be necessary). Coordinate with City staff to determine how feedback will be incorporated into the public hearing draft.

Task Components by City Staff – Advertise meeting, coordinate location choice and setup. Light snacks (crackers, cookies, and fruit) and beverages (bottled water, iced tea, etc.) will be provided by City staff.

2.7 City Council and Planning & Zoning Commission Meetings

- a. **Purpose** – As part of the planning process, Halff will facilitate individual and joint meetings with the City Council and Planning & Zoning Commission to identify early strategic directions, provide a mid-point and refined draft briefing, as well as to comply with state regulations regarding public hearings and adoption.
- b. **Meetings** – As part of the regulation drafting and vetting process, Halff will meet with the City Council and Planning & Zoning Commission as follows:
 1. Visit # 2 – As part of Visit # 2, Halff will facilitate a joint meeting with the City Council, Planning & Zoning Commission, and other members of the ZAC to present the findings of the Code Evaluation & Proposed Approach Memorandum (see section 3.01, for more information on the memorandum). As an outcome of this meeting, Halff will request official action by the City Council to provide authorization to move forward in accordance with the CEPA Memorandum.
 2. Visit # 5 – As part of Visit # 5, Halff will conduct a mid-point briefing with the City Council and Planning & Zoning Commission.
 3. Visit # 8 – As part of Visit # 8, Halff will facilitate a joint meeting with the City Council, Planning & Zoning Commission, and other members of the ZAC to present the refined draft of the land use regulations and zoning map prior to preparing a public hearing draft.
 4. Visit # 9 – As part of Visit # 9, Halff will facilitate a public hearing with the Planning & Zoning Commission in accordance with the City’s Home Rule Charter and applicable state law. The intended outcome of the meeting will be to accept public comment followed by a recommendation of the draft land use regulations and zoning map to the City Council.
 5. Visit # 10 – As part of Visit # 10, Halff will facilitate a public hearing with the City Council for a consideration of adoption in accordance with the City’s Home Rule Charter and applicable state law.

Product by Halff – Meeting preparation and setup; facilitate meetings.

Task Components by City Staff – Advertise meetings in accordance with City’s Home Rule Charter and state law; attend meetings.

3.00 Evaluation & Approach

3.01 Code Evaluation & Proposed Approach Memorandum (CEPA Memorandum)

- a. **Memorandum purpose** – The purpose of the CEPA Memorandum is to examine the relationship of the existing regulations to the policy directions of the soon-to-be-adopted Comprehensive Plan, as well as the practices and preferences of the community and its leadership. As such, the CEPA Memorandum will narrow the gap between the City’s policies and practices, and seek to achieve its objectives and preferred development and procedural outcomes. The document will help to make strategic decisions as to the approach to the

new land use regulations. Phase 4, *Text Amendments*, will rely on the CEPA Memorandum, meaning that it will guide the work in the subsequent phases.

- b. **Content** – Generally, the CEPA Memorandum is set out as follows:
1. **Scope** – The CEPA Memorandum will include identification of the land use and other provisions that will be incorporated into the new regulations. As identified, the new regulations will include a substantive rewrite of Appendix B, *Land Use Regulations*, with the exception set out in section 3.01(b)(2), below. As discussed during the comprehensive planning process, the new regulations will be organized by functional topic rather than separated into repetitive districts. In other words, provisions such as bulk and yard requirements will all be found in one location within the new provisions, rather than separated by districts.
 2. **Exceptions** – The comprehensive rewrite of the City’s land use regulations will not include a substantive rewrite of Sections 801 – 899, *Subdivision Regulations* or Section 1036, *Approved Plants and Trees* (i.e., the approved plant list) of the City’s Code of Ordinances. Instead, these sections will be reformatted into the new outline of the City’s land use regulations. The term “reformatting” may include separating and moving provisions from one location in the code to another location in the code (e.g., consolidating all definitions in one location in the beginning of the land use regulations). It may also include some modification to wording for consistency with the overall land use regulations. It does not include substantive modification to the regulatory intent. The comprehensive rewrite will not include other chapters (besides Appendix B, *Land Use Regulations*) of the City’s Code of Ordinances.
 3. **Identify** – The CEPA Memorandum will include a summary overview of the policy directions that were identified during the comprehensive planning process, highlighting consistencies (or inconsistencies) with the existing land use regulations.
 4. **Evaluate** – The CEPA Memorandum will include an evaluation of the City’s existing Home Rule Charter and other development related regulations normally associated with land use regulations or a unified development code. Recommendations may be included as to potential other regulation modifications that may be needed outside of Appendix B, *Land Use Regulations*.
 5. **Simplify** – The CEPA Memorandum include strategies to simplify and streamline regulations to make it a more readable, user-friendly document.
 6. **Recommend Strategic Directions** – The CEPA Memorandum will include strategic recommendations for moving forward on the text and map amendments based upon the results of the evaluation. It will also include guidance on the potential establishment of a Board of Zoning Appeals.
 7. **Outline** – The CEPA Memorandum will include a preliminary hierarchical outline of the intended sections of the revised land use regulations.
- c. **Endorsement** – Since the CEPA Memorandum will be the basis for the organization and drafting of all text amendments, it is essential that there be “consensus buy-in” by City leadership prior to drafting any of the regulatory improvements. Consequently, Halff will request an official endorsement by the City Council at the end of the joint meeting during Visit # 2. In other words, Phase 4, *Text Amendments*, will not commence until the strategic directions and outline of the CEPA Memorandum are endorsed. A core objective of this task

is to determine the “comfort level” with varying potential degrees of regulation, and where to “set the bar” on various types of land use regulations. This will include frank and constructive discussion of whether the potential regulatory framework will truly align with and advance expressed community planning goals and priorities.

Product by Halff – Halff will prepare a draft of the CEPA Memorandum in Microsoft Word for electronic distribution and presentation at the joint meeting during Visit # 2. Feedback will be noted and integrated as part of the drafting of the land use regulations and map amendments.

Task Components by City Staff – Provide feedback to Halff during the drafting of the CEPA Memorandum; disseminate as necessary; advertise and attend meetings.

4.00 Text Amendments

4.01 Draft Regulations (Prepared as 4 Code Modules)

- a. **Drafting regulations** – The text amendments will be drafted, presented, and discussed in four code modules. The modules approach helps to facilitate discussion with the ZAC and staff in more manageable pieces that are logically grouped and easier to comprehend. The number, content and order of the modules will be outlined in the CEPA Memorandum based on the issues and existing regulatory provisions identified as needing attention, but generally will be grouped to cover legal status & intent, zoning districts & land uses; general development regulations, and administration & procedures. Halff represents that it is technically competent as any other planning firm to prepare the draft regulations, subject to review and comment by City staff. Halff will rely on the City Attorney to review and comment on the draft regulations to ensure that they comply with the legal requirements of the State of Texas.
- b. **Review framework** – Once a draft module has been prepared by Halff, the review and feedback process is intended to be as follows:
 1. **Staff Report & Draft Module** – Halff will provide the draft regulations in an Adobe PDF format that can be electronically distributed. An associated staff report will accompany the module that provides supporting commentary, especially regarding the nature of and rationale for proposed changes from or additions to existing regulatory provisions; points out key policy issues and decision items, and highlights links to and/or implications for other sections of the existing overall land use code, or other sections of the City’s Code of Ordinances.
 2. **DRC WebEx Video Conferences** – As set out in Section 2.04, *Staff Development Review Committee (DRC)*, Halff will facilitate up to two WebEx video conferences with representatives from the DRC to walk through the proposed regulations in each module and to take feedback prior to full dissemination to the ZAC. This should occur within two weeks following the submittal of each module.
 3. **ZAC Review and Feedback** – As set out in Section 2.03, *Zoning Advisory Committee*, City staff will distribute the module to the ZAC with sufficient time prior to their next on-site meeting. Halff will facilitate an on-site meeting with the ZAC to provide an overview and receive feedback on the draft regulations. It is intended that this review and feedback process could be completed within six weeks of the original module submittal. Including

the time needed to draft the module, each module could about 2.5 to three months to complete.

Product by Halff – Halff will draft and submit the proposed regulatory modifications with associated illustrations in a quantity that is feasible to produce within the available project budget and will facilitate meetings in accordance with the framework set out above.

Task Components by City Staff – The City will review the proposed regulations and provide verbal feedback during the WebEx video conferences, followed by written feedback with requested specific changes to the draft regulations.

4.02 Refined Draft Regulations

a. **Refined Draft Regulations** – After incorporating written feedback from City staff and the City Attorney, Halff will prepare a single, consolidated draft of the refined draft regulations which will be presented to the City Council, Planning & Zoning Commission, and other members of the ZAC during Visit # 8.

Product by Halff – Halff will draft and submit the refined draft regulations in a format that can be distributed electronically and will facilitate the joint meeting during Visit # 8.

Task Components by City Staff – The City will review and distribute the refined draft regulations; advertise and attend all meetings.

5.00 Map Amendments

5.01 Recommended Map Amendments

a. **Draft map modifications** – Halff will provide strategic recommendations regarding the mapping of the proposed zoning districts by describing the circumstances in which each zone is applied, and by providing a general framework through Halff’s analysis of existing development character. City staff will use the strategic recommendations and general framework to revise and refine the zoning map, which will be considered concurrently with the third and fourth modules set out in Section 4.01, *Drafting Regulations*, of this scope of services. Development of this map will be based on the adopted future land use plan and the established zoning districts. Generally, the zoning map will align three primary influences:

1. The existing nature of development in terms of use and physical character;
2. The desired pattern, character, and use of future development as identified in adopted policy documents; and
3. The specific regulations and allowances for the various zoning districts drafted in Section 4.01, *Drafting Regulations*, of this scope of services.

b. **Zoning Map Development** – Drafting of the zoning map will require the following work activities:

1. Complete GIS and aerial mapping review, which will be done by Halff in the development of preliminary recommendations for the zoning map update;

2. Analyze the closeness of fit between the zoning districts and the existing development character, which will be done by Halff in developing the strategic direction for mapping the proposed districts; and
3. Development of the draft zoning map, which will be completed by the City's Development Services Department using its GIS map data such that the City's conventions and standards are maintained and consistently applied for ongoing code and zoning map administration.

Product by Halff – Halff will draft the strategic recommendations and general framework to provide direction to City staff in the preparation of the modifications to the City's zoning map.

Task Components by City Staff – The City will utilize the strategic recommendations and framework to prepare GIS modifications to the City's zoning map.

6.00 Adoption; Project Close-Out

6.01 Public Hearing Draft

- a. **Public Hearing Draft** – After incorporating written comments from City staff stemming from feedback received at the joint meeting during Visit # 8, Halff will prepare a public hearing draft of the regulations which will be presented at a public hearing in front of the Planning & Zoning Commission (Visit # 9) and to the City Council for consideration of adoption during Visit # 10. Preliminary text may be developed by Halff for consideration in the preparation of an adopting ordinance(s) for the text and map amendments.

Product by Halff – Halff will draft and submit the public hearing draft of the land use regulations in a format that can be distributed electronically and will facilitate the public hearings during Visits # 9 and 10.

Task Components by City Staff – The City will provide public notice of the public hearing drafts in accordance with the City's Home Rule Charter and state law.

6.02 Prepare Adopted Text Amendments

- a. **Submit final document original** – Provide electronic versions of all original files related to the adopted text amendments, including original files for graphics that may have been prepared to illustrate regulatory provisions. Provide up to one full-color, bound copy of the adopted text amendments.
- b. **Additional copies** – Printing of additional copies beyond that identified in 6.02(a), above, shall be considered an additional service.



EXHIBIT 'B'
BASIS OF COMPENSATION

City of Marble Falls Land Use Regulations Update
Marble Falls, Texas

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. **The lump sum cost for the Land Use Regulations Update is \$130,000.** Fees for services will be billed on a monthly basis, based on the percentage of work completed.

The overall fee will be allocated as follows:

I. Professional Services Fees*	\$ 129,500
a. Project Initiation/Mgmt./Pre-Planning, & Existing Cond.	\$ 4,000
b. Engagement	\$ 16,000
c. Evaluation & Approach	\$ 18,500
d. Text Amendments	\$ 76,000
e. Map Amendments	\$ 7,500
f. Adoption; Project Close-Out	\$ 8,000
II. Base Reimbursable Expenses (excluded from fees above)**	\$ 500
Total Authorized Project Cost*	\$ 130,000

* Since many of the tasks will be worked on simultaneously, the actual amounts allocated per task may change while the overall lump sum project budget will remain the same not to exceed amount.

** Base reimbursable expenses include such project expenses as acquiring and printing maps, travel related expenses, and printing of required background reports or other documents normally associated with the production of these services.

ADDITIONAL MEETINGS

The Planning Team is available to facilitate additional meetings. The costs of those meetings depend on varying factors, but are generally charged in half-day increments. Each half-day additional meeting would be \$2,100 plus hotel expenses if an overnight stay is required.

HOURLY RATE SCHEDULE

For additional tasks that may be authorized by the City of Marble Falls and that are not included in this Scope of Services, the following hourly rate schedule will apply:

Principal/Senior Technical Advisor	\$ 300	Landscape Architect	\$ 100
Project Manager	\$ 185	Planner/GIS Specialist	\$ 85
Project Engineer	\$ 160	Clerical	\$ 60
EIT	\$ 100		

Reimbursable expenses shall be charged at 1.1 times actual expense. Mileage shall be compensated at \$0.575/mile for eligible miles or the current applicable IRS established rate at the time of invoicing.

End of Attachment 'B' – Basis of Compensation



EXHIBIT "C"
ANTICIPATED SCHEDULE FOR COMPLETION

City of Marble Falls Land Use Regulations Update
Marble Falls, Texas

Schedule for Completion of the Planning Effort – Halff Associates will perform the base services outlined in Exhibit 'A' within 15 calendar months from the date of Marble Falls' notice to proceed.

End of Attachment 'C' – Anticipated Schedule for Completion

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2016 by and between the City of Marble Falls ("City") and Halff Associates, Inc. ("Contractor").

In consideration of the mutual premises, covenants and Agreements herein contained, the parties agree as follows:

Section 1. City hereby engages "Contractor", and "Contractor" hereby accepts such engagement, to provide professional planning and engineering services to the City as specified in Attachment "A" (the "Services"). "Contractor" shall perform the Services for the benefit of the City upon the terms and conditions contained in this Agreement.

Section 2. Term and Termination.

(a) Term. The term of Contractor's engagement by City hereunder (the "Term") shall commence on the date of this Agreement and will continue in effect until completion of the Services, unless it is earlier terminated in accordance with this Section. The Services are anticipated to be performed by the Contractor within 15 months from notice to proceed from the City. The work duration is anticipated to span two City budgetary cycles and will begin with an Initial Notice to Proceed with a portion of the Services in FY 2016, with the remainder of the Services anticipated to be provided in FY 2017.

(b) Termination. This Agreement may be terminated prior to the end of the Term upon 10 days notice by either party for any or no reason. Such termination shall be effective 10 days following delivery and receipt, by the terminating party to the other party, of written notice of such termination. The City shall pay Contractor for services rendered and obligations incurred to date of termination and Contractor shall submit to the City all Project documents prepared to that point.

Section 3. Services.

(a) Scope of Services. The Services shall include those items listed on Attachment A which is incorporated herein by reference for all purposes. In order for the "Contractor" to perform the Services, the City's obligation for providing information and support is also described in Attachment A. Attachment "A" describes all phases of the Services anticipated to be provided by the Contractor, including the work in the notice to proceed under the initial phase of services to be performed by Contractor, and the subsequent work that would be authorized by amendment to this contract.

(b) Performance. The Services, and other duties of "Contractor" hereunder shall be performed promptly upon request by City. Contractor shall provide to the City, prior to commencing with the work a task-by-task schedule of the Services to be performed, and will submit monthly updates to the schedule to the City to indicate progress on conducting the Services and adjustments to the work schedule.

(c) Additional Services. If "Contractor" determines that services outside the scope of Attachment "A" ("Additional Services") are required or recommended, or that "Contractor" is being asked by City to perform services not covered by Attachment "A", "Contractor" shall notify City that such services are Additional Services, and the cost associated with their performance and receive approval to perform such Additional Services prior to undertaking them. Additional Services shall be performed at the professional rates listed in Attachment "B", or for a lump sum amount as agreed between the parties.

(d) Contractor Responsibility. Acceptance and approval of the work performed by Contractor or acceptance and approval of any report, document, or computer program by the City shall not constitute nor be deemed a release of the responsibilities and liability of Contractor for the accuracy and competency of Contractor's work products, computer programs, or other documents, and services prepared/performed under this Agreement. No approvals or acceptances by or in behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error or omission in said work products, computer programs or other documents and services as prepared/performed by Contractor.

Contractor further agrees to correct documents or re-execute services as may be required when such documents or services required to be produced under this Agreement are found to be in error or contain defects or omissions at no additional costs to the City.

Section 4. Compensation.

(a) Fee. In exchange for "Contractors'" ongoing performance of the Services associated with Attachment "A" and the other duties and obligations under this Agreement, City shall pay to Contractor a fee (the "Fee") not to exceed \$130,000.00 for the totality of the Services described in Attachment "A". The City reserves the right to request that Contractor perform all of the Services described in Attachment "A" or to perform only portions of the Services described in Attachment "A". The City shall provide the Contractor with one or more notices to proceed prior to Contractor's performance of any Services described in Attachment "A". If the notice to proceed covers only a portion of the Services to be performed by Contractor, the not to exceed Fee to be paid to Contractor for such portion of the Services shall be in accordance with the Schedule of Values described in Attachment "B". The Fee shall be the sole compensation due "Contractor" in connection with its rendition of the Services identified in Attachment "A" and the Fee shall include any and all expenses that may be incurred by Contractor in the performance of the Services associated with Attachment "A". City shall not be obligated to reimburse "Contractor" for any additional expenses incurred by "Contractor" in connection with "Contractor's" performance of such Services except for expenses incurred in association with Additional Services as described in Section 3c of this Agreement. Subsequent amendments to this Agreement may be executed by the City to authorize additional fees for the Contractor to provide any Additional Services. Fees intended for services that may be rendered by Contractor after the end of the City's fiscal year shall be subject to appropriation by the City.

(b) Taxes. "Contractor", and not the City, shall be solely responsible for paying all required federal, state and local taxes related to any amounts received by "Contractor" pursuant to this Agreement. City shall not withhold OASDI, Medicare or any federal, state or local income or other tax, make unemployment insurance contributions or obtain workers' compensation insurance on behalf of "Contractor".

(c) Payments. Payments on account of "Contractor's" Services shall be made to "Contractor" at its billing address indicated on the invoice, 30 days after invoice is received and approved for payment. Invoices for payment of Services shall not be submitted to City more frequently than once per month. Billing shall include documentation of cost of Services rendered during the previous month. Interest shall accrue on undisputed amounts which have not been and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of "Contractor".

Section 5. Independent Contractor. "Contractor" shall at all times be an independent Contractor and nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between "Contractor" and City. "Contractor" shall have the entire charge, control and supervision of its performance of the Services. "Contractor" will not have any authority to incur any obligation or bind or commit City to any Agreement, contract, or commitment or to waive, modify, or amend any rights of City under any Agreement, contract, or commitment, except as expressly authorized in writing by City. City shall not in any manner be answerable or accountable for: (i) any violation by "Contractor" of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of "Contractor".

Section 6. Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Venue and performance of this Agreement shall be in Burnet County Texas.

Section 7. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that "Contractor" may not subcontract or assign this Agreement without the prior approval of City.

Section 8. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto. No failure or delay by either the City or Contractor in enforcing any provision of this Agreement shall operate as a waiver.

Section 9. Limitation of Damages. UNDER NO CIRCUMSTANCES WILL CITY BE LIABLE TO "CONTRACTOR" FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. In no case shall either party be liable to the other for special, indirect, consequential, exemplary, or punitive damages for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort, or otherwise in excess of the party's insurance coverage

Section 10. Compliance with Law. "Contractor" agrees that it shall at all times fully comply with all laws, statutes, ordinances, rules, regulations and to the extent that Contractor has actual knowledge as provided by the City, those orders applicable to the Services or this Agreement.

Section 11. Insurance. "Contractor" agrees to carry and maintain insurance in the following types and amounts for the duration of this Agreement.

(a) Workers' Compensation and Employers' Liability coverage for employees of "Contractor", if any, with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 *et seq.* Tex. Rev. Civ. Stat.) and minimum policy limits for Employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

(b) Commercial General Liability with a minimum combined bodily injury and property damages per occurrence with a limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under the Agreement and for all subcontracts.
2. City listed as an additional insured, endorsement CG 2010.
3. Thirty (30) day Notice of Cancellation in favor of the City, endorsement CG 0205.
4. Waiver of Transfer of Rights of Recovery Against Others in favor of the City, endorsement CG 2404.

(c) Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of City:

1. Waiver of Subrogation endorsement TE 2046A.
2. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
3. Additional Insured, endorsement TE 9901B.

(d) Professional Liability – each claim made \$1,000,000.00

Section 12. Indemnity.

"Contractor" hereby expressly agrees to indemnify and hold harmless the City and the City's officers, agents and employees, from and against all

expenses, claims, demands, costs, and causes of action, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), to the extent arising directly from, or directly connected with, the negligent performance of Services in connection with this Agreement by "Contractor", its officers, agents, employees and parties with whom it contracts, including Sub-Contractors, and from all Costs in connection with injury or property damages arising from the negligent performance of Services under this Agreement by "Contractor", its employees, agents, representatives and parties with whom it contracts, including Sub-Contractors.

Section 13. Confidentiality. Contractor covenants and agrees that it shall not, at any time, directly or indirectly, divulge or disclose for any purpose whatsoever, confidential and proprietary information concerning the City that has been developed by the City, or obtained by Contractor from the City or disclosed to the Contractor by the City, as a result of the performance of the Contractor's work, duties and obligations under this Agreement. The parties stipulate that, as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the City and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement. The parties further stipulate that no adequate remedy at law exists for a violation of this Section by Contractor and that therefore the City shall be entitled to injunctive relief against Contractor for such a violation. "Confidential and proprietary information" of the City shall include, but not be limited to, costs and pricing financial and technical information, ideas, designs, specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and information discussed at any meetings in which the City is present. "Confidential Information" shall also include any individually identifiable information of Participants.

It is agreed that the provisions of this Section 13 shall be applicable and enforceable unless the terms and conditions of this Section 13 are expressly waived on behalf of the City and reduced to an instrument in writing signed by the City.

Section 14. Ownership and Use of Documents. Contractor agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are paid for by the City, is/are subject to the rights of the City in effect on the date of execution of this Agreement. Subject to the last sentence in this section, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so. If an item produced by Contractor is copyrightable, Contractor may copyright it, subject to the rights of the City. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Contractor shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 15. Entire Agreement. This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be amended or modified in any manner except by a written Agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the day and year first above written.

CITY OF MARBLE FALLS:

By: _____
Mike Hodge, City Manager

CONTRACTOR:

By: _____

Title: _____

September 6, 2016

7. REGULAR AGENDA

- (d) Discussion and Action on Ordinance 2016-O-09A “Ordinance authorizing the issuance of \$7,930,000 “City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016”; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates. **Margie Cardenas, Finance Director**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
September 6, 2016

Agenda Item No.: 7(d)
Presenter: Margie Cardenas, Finance Director
Department: Finance
Legal Review:

AGENDA CAPTION

Discussion and Action on Ordinance 2016-O-09A "Ordinance authorizing the issuance of \$7,930,000 "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016"; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates.

BACKGROUND INFORMATION

The City Council approved publication of a notice of intention to issue Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016 pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code. The Certificates will be used for the purpose of paying contractual obligations of the City to be incurred for (1) Water and Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto.

The City is issuing approximately \$7,930,000 in Combination Tax and Limited Pledge Certificates of Obligation to finance the items set forth above. The Certificates are backed by ad valorem taxes and a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's Water and Sewer System.

The City's financial advisors, Mark McLiney and Andrew Friedman of SAMCO Capital Markets, Inc., have arranged for a competitive sale of the Certificates to prospective purchasers. Bids will be received at 11:00 am on September 6. Mr. McLiney will tabulate the bids and present them to the City Council during the September 6 City Council meeting. The proposed Ordinance has blanks and a tentative maturity schedule which will be put in final form after pricing. A copy of the Ordinance with the final pricing numbers will be provided at the September 6 meeting.

Staff recommends approval of the Ordinance.

ORDINANCE NO. 2016-O-09A

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$7,930,000 "CITY OF MARBLE FALLS, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

WHEREAS, the City Council of the City of Marble Falls, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed \$7,930,000 for the purpose of paying contractual obligations to be incurred for (1) Water and Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto.

WHEREAS, notice of intention to issue said certificates of obligation for such purposes has been published in a newspaper found and determined to be of general circulation in the City of Marble Falls, Texas, on July 29, 2016, and August 3, 2016, the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on September 6, 2016, the City Council of the City of Marble Falls, Texas, convened at 6:00 p.m. and considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

WHEREAS, the certificates of obligation in the principal amount of \$7,930,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officials" mean the Mayor, City Secretary, City Manager and/or Chief Financial Officer of the City.

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016," in the aggregate principal amount of \$7,930,000.

"City" means the City of Marble Falls, Texas.

"City Council" means the City Council of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Insurer" means Assured Guaranty Municipal Corp., or its successor and assigns.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 1 and August 1 of each year, commencing February 1, 2017.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, Austin, Texas, or any successor thereto as provided in this Ordinance.

"Purchasers" means _____.

"Record Date" means the close of business on the fifteenth calendar day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Water and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Water and Sewer System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Water and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

“Water and Sewer System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected

each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by Ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed \$1,000, of the Surplus Revenues of the City's Water and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) Water and

Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto.

(b) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Marble Falls, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$7,930,000 for the purpose of paying contractual obligations to be incurred for (1) Water and Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall bear interest on the unpaid principal amount thereof from August 1, 2016 (which date shall be the Dated Date noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 1 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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2017	\$ _____	___.____%
2018	_____	___.____%
2019	_____	___.____%
2020	_____	___.____%
2021	_____	___.____%
2022	_____	___.____%
2023	_____	___.____%
2024	_____	___.____%
2025	_____	___.____%
2026	_____	___.____%
2027	_____	___.____%
2028	_____	___.____%
2029	_____	___.____%
2030	_____	___.____%
2031	_____	___.____%
2032	_____	___.____%
2033	_____	___.____%
2034	_____	___.____%
2035	_____	___.____%
2036	_____	___.____%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 1 and August 1 of each year, commencing on February 1, 2017, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address

of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or

authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Purchasers, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchasers or their designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Purchasers or their designee.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures

satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates

that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without

interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like

tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities

depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Water and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Water and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after February 1, 2027, in whole or in part, before their respective scheduled maturity dates, on February 1, 2026, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Mandatory Redemption.

The Certificates maturing in the years 20__, 20__, and 20__ (the "Term Certificates") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$ ____,000 Term Certificates Due February 1, 20__

February 1, 20__	\$ ____,__	
February 1, 20__	\$ ____,__	(Maturity)

\$ ____,000 Term Certificates Due February 1, 20__

February 1, 20__	\$ ____,__	
February 1, 20__	\$ ____,__	(Maturity)

\$ ____,000 Term Certificates Due February 1, 20__

February 1, 20__	\$ ____,__	
February 1, 20__	\$ ____,__	(Maturity)

At least forty-five days prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable maturity to be redeemed on the next following February 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificates not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificates of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) With respect to any optional redemption of the Certificates, unless all prerequisites to such redemption required by this Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem

such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificate have not been redeemed.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be

reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Austin, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-_____

\$_____

United States of America
State of Texas
CITY OF MARBLE FALLS, TEXAS

COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
August 1, 2016	_____	_____	_____
Registered Owner:			
Principal Amount:			DOLLARS

The City of Marble Falls, Texas (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Dated Date at the per annum rate of interest

specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 in each year, commencing February 1, 2017. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth calendar day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$7,930,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) Water and Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto.

The Certificates maturing on and after February 1, 2027 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on February 1, 2026, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

The Certificates maturing in the years 20__, 20__, and 20__ (the "Term Certificates") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

<u>\$ _____,000 Term Certificates Due February 1, 20__</u>	
February 1, 20__	\$ _____
February 1, 20__	\$ _____ (Maturity)

\$ _____,000 Term Certificates Due February 1, 20__

February 1, 20__	\$ _____	
February 1, 20__	\$ _____	(Maturity)

\$ _____,000 Term Certificates Due February 1, 20__

February 1, 20__	\$ _____	
February 1, 20__	\$ _____	(Maturity)

At least forty-five days prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable maturity to be redeemed on the next following February 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificates not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificates of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on

transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Certificates are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed \$1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Water and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Water and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Marble Falls, Texas

City Secretary
City of Marble Falls, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity

with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA
Austin, Texas
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/

(Please print or typewrite name and address, including zip code, of Transferee)

(Please insert Social Security or Taxpayer Identification Number)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular and must be guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. T-1

\$7,930,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MARBLE FALLS, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016

Dated Date:

August 1, 2016

Registered Owner:

Principal Amount:

The City of Marble Falls, Texas (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 1 in the years and in principal installments in accordance with the following schedule:

YEAR OF
MATURITY

PRINCIPAL
INSTALLMENTS

INTEREST
RATE

(Information to be inserted from
schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Dated Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 in each year, commencing February 1, 2017. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Austin, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth calendar day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES,
DEPOSIT OF PROCEEDS

Section 7.01. Reserved.

Section 7.02. Sale of the Certificates.

(a) The Certificates have been duly advertised for public sale; bids have been received pursuant thereto; and the Certificates are hereby sold and shall be delivered to _____ (the "Purchasers") at a price of \$_____ (representing the par amount of the Certificates plus a reoffering premium in the amount of \$_____ and less an underwriting discount of \$_____), plus accrued interest from the Dated Date of the Certificates to the date of delivery. It is hereby determined that the bid from the Purchasers is the best bid submitted for the Certificates and such being in the best interest of the City. The Initial Certificate shall be registered in the name of _____. Delivery of the Certificates shall be made to the Purchasers as soon as practicable after the adoption of this Ordinance and upon payment for the Certificates. The Mayor and other appropriate officials are hereby authorized and directed to execute the official bid form on behalf of the City, and the Mayor and all other officers, agents, and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

(b) The purchase price of the Certificates of \$_____, plus accrued interest of \$_____, shall be applied as follows:

- (1) \$_____ representing accrued interest shall be deposited into the Interest and Sinking Fund;
- (2) \$_____ shall be deposited into the Construction Fund for the (1) Water and Sewer System improvements; (2) acquisition of a backhoe; and (3) the payment of costs of issuance and professional services related thereto; and
- (3) \$_____ from the premium shall be used to pay the costs of issuance, consisting of:

\$_____ for general costs of issuance;
\$_____ for the underwriting discount;
\$_____ for the premium on the bond insurance; and
\$_____ of additional proceeds to be deposited to the Interest and Sinking Fund.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to the Purchasers. The use and distribution of the Preliminary Official Statement by the Purchasers is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Purchasers are hereby authorized to use and distribute the Official Statement in the re-offering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchasers under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

Section 7.05. Bond Insurance. The purchase of and payment of the premium for municipal bond insurance from _____ by the Purchasers, in accordance with the terms of a commitment for such insurance presented to and hereby approved by the City Council is hereby authorized. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such

private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the

Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the chief financial officer of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Designation as Qualified Tax-Exempt Obligations.

The City hereby designates the Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Certificates, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; and (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Certificates are issued by the City (or any subordinate entities) will not exceed \$10,000,000.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance,

and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

- (iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge by Payment.

When all Certificates have been paid in full as to principal and as to interest and redemption premium, if any, or when all Certificates have become due and payable, whether at maturity or by prior redemption or otherwise, and the City shall have provided for the payment of the whole amount due or to become due on all Certificates then outstanding, including all interest that has accrued thereon or that may accrue to the date of maturity or prior redemption, and any premium due or that may become due at maturity or prior redemption, by depositing with the Paying Agent/Registrar, for

payment to the principal of such outstanding Certificates and the interest accrued thereon and any redemption premium due thereon, the entire amount due or to become due thereon, and the City shall also have paid or caused to be paid all sums payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, then the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance and execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

Section 11.02. Discharge by Deposit.

(a) The City may discharge its obligation to pay the principal of, redemption premium, if any, and interest on all or any portion of the Certificates and its obligation to pay other sums payable or to become payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, in any manner permitted by applicable law, including in accordance with the following provisions:

- (i) depositing or causing to be deposited with the Paying Agent/Registrar an amount of money that, together with the interest earned on or capital gains or profits to be realized from the investment of such money, will be sufficient to pay the principal of, redemption premium, if any, and accrued interest on such Certificates to maturity or to the date fixed for prior redemption of such Certificates, and to pay such other amounts as may be reasonably estimated by the Paying Agent/Registrar to become payable under this Ordinance with respect to the Certificates being provided for, including the compensation due or to become due the Paying Agent/Registrar; and
- (ii) providing the Paying Agent/Registrar with an opinion of nationally recognized bond counsel acceptable to the Paying Agent/Registrar to the effect that the deposit specified in subdivision (i) of this subsection (a) will not cause the interest on any of the Certificates to become subject to federal income taxation.

(b) Subject to subsection (c) of this Section, upon compliance with subsection (a) of this Section, the Certificates for the payment of which provision is thus made shall no longer be regarded as outstanding and unpaid, and the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance as to such Certificates and shall execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

(c) Before discharge and release of any portion of the lien of this Ordinance pursuant to this Section in accordance with subsection (a), the City shall make the

following provisions with the Paying Agent/Registrar (or other eligible commercial bank or trust company):

- (i) the establishment of a separate escrow account fund with the Paying Agent/Registrar (or other eligible commercial bank or trust company) for the deposit pursuant to subsection (a)(i) of this Section;
- (ii) the payment to the Owners at the date of maturity or at the date fixed for prior redemption, as applicable, of the full amount to which the Owners of the appropriate Certificates would be entitled by way of principal, redemption premium, if any, and interest to the date of such maturity or prior redemption;
- (iii) the investment of such moneys by the Paying Agent/Registrar in securities or obligations maturing in sufficient time, in the judgment of the Paying Agent/Registrar, to make available the moneys required for such purposes;
- (iv) the sending of written notice by registered or certified United States mail to the Owner of each appropriate Certificate then outstanding within thirty (30) days following the date of such deposit that such moneys are so available for such payment; and
- (v) the payment to the City, periodically or following final payment of the principal of, redemption premium, if any, and interest on the appropriate Certificates, of any moneys, interest earnings, profits or capital gains over and above the amounts necessary for such purposes.

(d) Notwithstanding anything in this Ordinance to the contrary, any money deposited in the escrow account for the discharge and release of the lien of this Ordinance shall be invested in (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the City that is of the general type included in the Official Statement authorized by Section 7.03, being the information described in Table 1 of the Official Statement and Tables 1 through 14 in Appendix A thereto. The City shall additionally provide annual financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in and after 2016. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the City may be required to employ from time to time in accordance with State law, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such twelve month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if

it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such

an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by registered owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 6th day of September, 2016.

John Packer, Mayor
City of Marble Falls, Texas

ATTEST:

Christina McDonald, City Secretary
City of Marble Falls, Texas

[CITY SEAL]

September 6, 2016

7. REGULAR AGENDA

- (e) Discussion and Action regarding approval of Resolution 2016-R-09A adopting the Five Year Capital Improvement Plan for the fiscal year beginning October 1, 2016. **Eric Belaj, City Engineer**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
September 6, 2016

Agenda Item No.: 7(e)
Presenter: Eric Belaj, PE, CFM
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action regarding approval of Resolution 2016-R-09A adopting the Five Year Capital Improvement Plan for the fiscal year beginning October 1, 2016.

BACKGROUND INFORMATION

The City has updated the Five Year Capital Improvement Plan (CIP). The CIP document has a detailed list of projects, broken down estimates, maps, and a list of potential projects beyond the Five Year CIP.

Council was issued a draft copy of the updated CIP Program at the last budget workshop. If approved, an electronic copy will be available online for public use.

The CIP Committee has approved the updated Five Year CIP and has recommended that it be revised annually. The CIP Committee and staff will make necessary updates throughout the year and will bring to Council for approval prior to the following budget year.

City staff recommends the approval of the CIP Program.

[CIP Summary](#)

RESOLUTION NO. 2016-R-09A

**A RESOLUTION ADOPTING THE FIVE YEAR CAPITAL
IMPROVEMENT PLAN FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2016.**

WHEREAS, the Capital Improvement Plan Committee of the City of Marble Falls, Texas, has prepared, at the direction of the City Manager and City Council, a proposed Five Year Capital Improvement Plan for the fiscal year beginning October 1, 2016; and

WHEREAS, the Capital Improvement Plan Committee has recommended the Five Year Capital Improvement Plan; and

WHEREAS, the Capital Improvement Plan will be reviewed and updated annually to include new capital improvement projects; and

WHEREAS, after due deliberation, study and consideration of the proposed plan, the City Council is of the opinion that the Five Year Capital Improvement Plan should be approved and adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

SECTION I

That the **2016-2017 to 2020-2021** Capital Improvement Plan, which includes budget estimates of the revenues and expenses for completing capital projects outlined in this plan, as submitted to the City Council by the City Manager and outlined in the attached summary of Capital Improvement Costs, is hereby adopted and approved.

SECTION II

Project costs and associated funding sources listed in the **2016-2017** fiscal year of the Five Year Capital Improvement Plan formulate the approved capital improvement budget. Project costs and associated funding sources for the remaining fiscal years of the Five Year Capital Improvement Plan are for planning purposes only and are not approved for funding by Council adoption of this document.

APPROVED AND ADOPTED THIS 6th DAY OF September, 2016.

John Packer, Mayor

Attest:

Christina McDonald, City Secretary



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2016-2021

UTILITIES SUMMARY

PROJECT INFORMATION		FY PROJECTED APPROPRIATIONS						
PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
WASTEWATER TREATMENT PLANT EXPANSION	WW1	\$ 2,281,329	\$ 528,323	\$ 20,348	\$ -	\$ -	\$ -	\$ 2,830,000
EFFLUENT REUSE (PURPLE PIPE)	WW2	\$ 111,119	\$ 34,881	\$ 219,590	\$ -	\$ -	\$ -	\$ 365,590
WATER TREATMENT PLANT EXPANSION	WT1	\$ 3,806,881	\$ 2,000,000	\$ 1,950,000	\$ 143,119	\$ -	\$ 870,000	\$ 8,770,000
LIFT STATION AT WATER PLANT	WW5	\$ 45,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,833
WATER LINE MUSTANG TO MANZANO	WT10	\$ -	\$ 340,000	\$ -	\$ -	\$ -	\$ -	\$ 340,000
VIA VIEJO WATER TANK	WT4	\$ -	\$ 120,000	\$ 780,000	\$ -	\$ -	\$ -	\$ 900,000
BROADWAY WATER LINE	WT12	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ 140,000
HAMILTON CREEK WATER LINE	WT6	\$ -	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000
0.1 MGD WATER WELL	WT5	\$ 15,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 265,000
ROCKY ROAD WATER LINE	WT7	\$ -	\$ -	\$ -	\$ 2,170,000	\$ -	\$ -	\$ 2,170,000
ROPER LIFT STATION	WW3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000
VIA VIEJO PUMP STATION	WT11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
NEW WASTEWATER TREATMENT PLANT	WW4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ 11,000,000
TOTAL COSTS:		\$ 6,260,162	\$ 3,163,203	\$ 3,399,938	\$ 2,313,119	\$ -	\$ 14,870,000	\$ 30,006,423

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING						
		FUNDED THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Fund	\$ 60,833	\$ 60,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,833
Certificates of Obligation	\$ 12,791,000	\$ 4,091,000	\$ 7,830,000	\$ -	\$ -	\$ -	\$ -	\$ 11,921,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other *	\$ 330,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,000
Unfunded	\$ 16,824,590	\$ -	\$ -	\$ 654,590	\$ 2,170,000	\$ -	\$ 14,870,000	\$ 17,694,590
TOTAL SOURCES	\$ 30,006,423	\$ 4,481,833	\$ 7,830,000	\$ 654,590	\$ 2,170,000	\$ -	\$ 14,870,000	\$ 30,006,423

* Economic Development Corp. (\$330,000)

COMPLETED PROJECTS

PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2013-2014	EXPENSES THRU 2014-2015	EXPENSES THRU 2015-2016	EXPENSES THRU 2016-2017	EXPENSES THRU 2017-2018	EXPENSES THRU 2018-2019	PROJECT TOTAL
ELECTRIC LINE TO S&W WATER TOWER	WT2	\$ 82,368	\$ 19,962	\$ -	\$ -	\$ -	\$ -	\$ 102,330
LOS ESCONDIDOS WATER LINE	WT3	\$ 277,716	\$ 549,864	\$ -	\$ -	\$ -	\$ -	\$ 827,580
WATER MODEL AND MASTER PLAN	WT8	\$ -	\$ 101,500	\$ 23,500	\$ -	\$ -	\$ -	\$ 125,000



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2016-2021

STREETS SUMMARY

PROJECT INFORMATION		FY PROJECTED APPROPRIATIONS						
PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
DOWNTOWN MASTER PLAN	TR2	\$ 138,369	\$ 111,631	\$ 95,500	\$ 115,000	\$ 100,000	\$ 100,000	\$ 660,500
BROADWAY FROM AVE. G TO AVE. D	TR5	\$ -	\$ 355,000	\$ -	\$ -	\$ -	\$ -	\$ 355,000
AVE Q FROM 1431 TO BROADWAY	TR12	\$ -	\$ 145,000	\$ 145,000	\$ -	\$ -	\$ -	\$ 290,000
AVE U FROM 1431 TO BROADWAY	TR7	\$ -	\$ 105,000	\$ 145,000	\$ -	\$ -	\$ -	\$ 250,000
AVE. G FROM BROADWAY TO RM-1431	TR4	\$ -	\$ -	\$ -	\$ -	\$ 320,000	\$ -	\$ 320,000
AVE L FROM 7-TH TO BROADWAY	TR6	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ 90,000
BLUEBONNET FROM 1431 TO TERRACE	TR10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 760,000	\$ 760,000
TOTAL COSTS:		\$ 138,369	\$ 716,631	\$ 385,500	\$ 115,000	\$ 510,000	\$ 860,000	\$ 2,725,500

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING						
		FUNDED THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation	\$ 1,145,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIRZ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ 1,580,500	\$ -	\$ -	\$ 240,500	\$ 115,000	\$ 510,000	\$ 860,000	\$ 1,725,500
TOTAL SOURCES	\$ 2,725,500	\$ 500,000	\$ 500,000	\$ 240,500	\$ 115,000	\$ 510,000	\$ 860,000	\$ 2,725,500

COMPLETED PROJECTS

PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2013-2014	EXPENSES THRU 2014-2015	EXPENSES THRU 2015-2016	EXPENSES THRU 2016-2017	EXPENSES THRU 2017-2018	EXPENSES THRU 2018-2019	PROJECT TOTAL
AVE N REALIGNMENT	TR1	\$ 4,415	\$ 27,828	\$ 737,352	\$ -	\$ -	\$ -	\$ 737,352
7-TH FROM MAIN TO SH-281 (in house)	TR8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5-TH FROM AVE U TO INDUSTRIAL (in house)	TR9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROCKY ROAD FROM 281 TO PALMER LN	TR11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2016-2021

PARKS SUMMARY

PROJECT INFORMATION		FY PROJECTED APPROPRIATIONS						
PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
HIKE & BIKE TRAIL PHASE 1	PK1	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 100,000
MORMON MILL PARK PHASE 1	PK2	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
SKATEPARK SHADE STRUCTURE	PK5	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
JOHNSON PARK RESTROOM/CONCESSION BUILDING	PK4	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000
JOHNSON PARK HIKE & BIKE TRAIL	PK6	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
LAKESIDE PARK HIKE & BIKE TRAIL	PK7	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
PARK PARKING	PK10	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
MIDDLE SCHOOL TRAILWAY	PK8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
MORMON MILLS NATURE PARK PHASE 2	PK9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
TOTAL COSTS:		\$ -	\$ -	\$ 380,000	\$ 50,000	\$ 175,000	\$ 250,000	\$ 855,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING						
		FUNDED THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIRZ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ 855,000	\$ -	\$ -	\$ 380,000	\$ 50,000	\$ 175,000	\$ 250,000	\$ 855,000
TOTAL SOURCES	\$ 855,000	\$ -	\$ -	\$ 380,000	\$ 50,000	\$ 175,000	\$ 250,000	\$ 855,000



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2016-2021

FACILITIES SUMMARY

PROJECT INFORMATION		FY PROJECTED APPROPRIATIONS						
PROJECT NAME	PROJECT NUMBER	EST. EXPENSES THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
PUBLIC SAFETY BUILDING	FC1	\$ 90,270	\$ 2,009,730	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,700,000
CITY HALL	FC4	\$ -	\$ -	\$ -	\$ 100,000	\$ 4,300,000	\$ -	\$ 4,400,000
FIRE STATION	FC2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
TOTAL COSTS:		\$ 90,270	\$ 2,009,730	\$ 1,600,000	\$ 100,000	\$ 4,300,000	\$ 3,000,000	\$ 11,100,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING						
		FUNDED THRU 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	PROJECT TOTAL
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIRZ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other *	\$ 700,000	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ 700,000
Unfunded	\$ 7,400,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 4,300,000	\$ 3,000,000	\$ 7,400,000
TOTAL SOURCES	\$ 11,100,000	\$ 3,000,000	\$ -	\$ 700,000	\$ 100,000	\$ 4,300,000	\$ 3,000,000	\$ 11,100,000

* Sale of Existing PD Building (\$700,000)



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2021 - 2025

PROSPECT FUTURE PROJECTS

PROJECT INFORMATION		FY PROJECTED APPROPRIATIONS						
PROJECT NAME	PROJECT NUMBER	EXPENSES THRU 2013-2014	2021-2022	2022-2023	2023-2024	2024-2025	FUTURE	PROJECT TOTAL
GATEWAY PUMP STATION	PR16	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
FLATROCK PUMP STATION	PR17	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000
WASTEWATER LINE FROM LS TO S WWTP	PR24	\$ -	\$ 1,150,000	\$ -	\$ -	\$ -	\$ -	\$ 1,150,000
BUSINESS PARK STANDPIPE	PR18	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
BROADWAY WATER LINE	PR19	\$ -	\$ -	\$ 930,000	\$ -	\$ -	\$ -	\$ 930,000
TEN MILE WASTEWATER DISCHARGE	PR3	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,000,000
MUSTANG WATER LINE REPLACEMENT	PR4	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
SOUTH WATER PLANT	PR5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000,000	\$ 16,000,000
WATER LINE FROM S PLANT TO GATEWAY	PR6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
AVE N BROADWAY TO MEADOWLAKES	PR7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
RESOURCE PARKWAY TO MANZANO MILE	PR8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600,000	\$ 3,600,000
NATURE HEIGHTS DRIVE	PR9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,660,000	\$ 2,660,000
MORMON MILL PH-3B - ROW & ENG	PR10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000
MAIN & BROADWAY BRIDGE	PR11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000
INDUSTRIAL BLVD EXTENSION PH-I	PR12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000
INDUSTRIAL BLVD EXTENSION PH-II	PR13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100,000	\$ 2,100,000
INDUSTRIAL BLVD EXTENSION PH-III	PR14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ 2,700,000
WATER PLANT EXPANSION PH-5	PR15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000	\$ 1,200,000
MUSTANG SYSTEM FIRE FLOW	PR20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,000	\$ 570,000
GATEWAY SYSTEM FIRE FLOW	PR21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,000	\$ 178,000
MORMON MILL SYSTEM FIRE FLOW	PR22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261,000	\$ 261,000
VIA VIEJO SYSTEM FIRE FLOW	PR23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,332,000	\$ 1,332,000
TOTAL COSTS:		\$ -	\$ 1,425,000	\$ 6,330,000	\$ 300,000	\$ -	\$ 41,051,000	\$ 49,106,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING						
		FUNDED THRU 2013-2014	2021-2022	2022-2023	2023-2024	2024-2025	FUTURE	PROJECT TOTAL
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIRZ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ 49,106,000	\$ -	\$ 1,425,000	\$ 6,330,000	\$ 300,000	\$ -	\$ 41,051,000	\$ 49,106,000
TOTAL SOURCES	\$ 49,106,000	\$ -	\$ 1,425,000	\$ 6,330,000	\$ 300,000	\$ -	\$ 41,051,000	\$ 49,106,000

September 6, 2016

7. REGULAR AGENDA

- (f) Discussion regarding possible increases on water and wastewater rates. **Margie Cardenas, Finance Director**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
September 6, 2016

Agenda Item No.: 7(f)
Presenter: Margie Cardenas, Director of Finance
Department: Finance Department
Legal Review: Not Applicable

AGENDA CAPTION

Discussion regarding possible increases on water and wastewater rates.

BACKGROUND INFORMATION

Staff has reviewed possible increases for both water and wastewater rates in order to finance the bond issuance for the utility funded projects. Those projects are; water plant, wastewater plant, water lines on FM 1431 and Broadway, and replacement of the water tank at Via Viejo.

On July 5th City staff discussed with council different scenarios on the water rate structure and possible increases. Since then, staff has developed other options on the water rate structure. The rate models will be discussed with council on September 6th.

The wastewater rates have also been discussed and the rate being proposed is a 12% increase on the rate and 10% on the minimum charge.

Once the water and wastewater rate structures are reviewed with council, staff is asking for a consensus on which rate model to consider adopting for the upcoming fiscal year. All options that will be presented will generate the amount of revenue needed to finance the capital projects men.

September 6, 2016

7. REGULAR AGENDA

- (g) Discussion regarding a master fee schedule which consolidates and amends fees charged for City services in one location. **Mike Hodge, City Manager**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo September 6, 2016

Agenda Item No.: 7(g)
Presenter: Mike Hodge
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion regarding a master fee schedule which consolidates and amends fees charged for City services in one location.

BACKGROUND INFORMATION

The City has fees for various services throughout the Code of Ordinances. The Code of Ordinances is separated by chapters and the chapters are topic specific. We have realized that this format may be cumbersome for individuals to find out what the fees are for city services. For the sake of simplicity and transparency we have created a master fee schedule that will list all fees for all departments and place it one location in the Code of Ordinances.

The master fee schedule will be reviewed annually by all department directors for any changes during the budget process. Any changes will be discussed with City Council during the budget process and recommendations will be brought forth for council action at a regular council meeting.

The changes that we are recommending at this time are as follows:

- Utility Rates for Water and Wastewater – increasing both rates to support the debt obligation for financing improvements to the water and wastewater plants and other infrastructure projects.
- Fire Department Permits and Fees - increasing fees on reinspections in order to recover costs associated with Fire Marshall's time and keeping in line with regional cities.
- Development Fees - The permitting fee portion of the proposed Master Fee ordinance will include an update both in terms of fee structure and amounts. These fees have not been increased in almost 10 years. More specifically, these permit fees relate to residential and commercial building permits, trade permits (electrical, plumbing, mechanical), and other development related construction permits. There are no proposed changes to planning (zoning, platting, etc.), sign, or impact fees. The objective of these fee updates are to address a minor restructuring of permit fees and to incrementally increase permit fees,

which have not been increased since 2006 (Ordinance 2006-O-11D). The permit fee restructuring is to address issues identified from direct customer feedback and to modernize the fee structure in terms of the variation in manpower and/or resources associated with the different types of permits both in terms of construction type and scale. City staff has conducted a wide ranging analysis of other Central Texas jurisdiction's permit fee structures to determine best practices for an improved fee structure in terms of equitability and work performed by staff. Permit fee increases were similarly analyzed comparing to other area jurisdictions to provide context to the cost of services in these communities. With the objective of remaining a highly competitive City, in terms of permit fees, City staff is developing proposed fees which preserve Marble Falls as an affordable permit fee community.

- Parks and Recreation – Staff is recommending decreasing the annual family pass from \$125.00 to \$100.00 per family and decreasing the Westside Park Community Hall rental fee in order to increase utilization.

The attached draft ordinance and fee schedule represents all fees currently charged by the City for services rendered. The shaded areas indicate fees under review ahead of the final that will be brought to Council at the September 20 meeting. Fees in red indicate revised fees to be approved with the Master Fee Ordinance. All other fees remain unchanged.

DRAFT

ORDINANCE NO. 2016-0-XX

MASTER FEE SCHEDULE

AN ORDINANCE ESTABLISHING A MASTER FEE SCHEDULE FOR COSTS ASSOCIATED WITH PERMITTING AND SERVICES PROVIDED BY THE CITY OF MARBLE FALLS, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING PURPOSE AND INTENT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Marble Falls (City), a home-rule municipality, provides permitting and services to the citizens, property owners and other parties residing in and/or doing business within the City; and,

WHEREAS, the City of Marble Falls must charge fees in order to be serve as a fiscally responsible governmental entity and to recover costs incurred by the City in connection with the aforesaid permits and services; and

WHEREAS, the purpose of establishing the Master Fee Schedule is to make clear to the public the permits and services the City provides and what they can expect to pay for these services; and

WHEREAS, the City Council of the City of Marble Falls finds that this ordinance is adopted to promote the fiscal wellbeing of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS, THAT:

SECTION I. FINDINGS OF FACT. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II. ESTABLISHMENT OF A MASTER FEE SCHEDULE. Exhibit "A," attached hereto and fully incorporated for all purposes, represents the Master Fee Schedule for the City of Marble Falls and is the basis of this ordinance. Exhibit "A" represents fees imposed by the City for permitting and other services provided by the City, established by city ordinance and/or other rule or law.

SECTION III. PURPOSE AND INTENT. The purpose of this ordinance is to list in one Master Fee Schedule, the fee and charges to be collected on behalf of the City for permits and services; however, the adoption of the Master Fee Schedule is not intended to repeal or abolish any fee properly imposed by another ordinance, regulation, or adopted code that is not listed in this Master Fee Schedule.

In the event there is a conflict between a fees out in the Master Fee Schedule and the provisions of any other city ordinance, regulation or adopted code, the fee listed in the Master Fee Schedule shall prevail. This shall not, however affect the validity of the remaining g provisions of such other ordinance, regulation or adopted code, which remain in full force and effect.

SECTION IV. REPEALER CLAUSE. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that which is covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall take effect October 4, 2016 from and after its passage and publication as may be required by governing law.

SECTION VI. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ADOPTED AND APPROVED on this 4th day of October, 2016 by a vote of the City Council of the City of Marble Falls, Texas.

City of Marble Falls

John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

APPROVED AS TO FORM:

Patty L. Akers, City Attorne

DRAFT

CITY OF MARBLE FALLS MASTER FEE SCHEDULE

ACCIDENT REPORT \$6.00

ALCOHOL LICENSING Alcohol License - Fee is equal to one-half (1/2) the permit or license fee charged by the state under the Texas Alcoholic Beverage Code (T.A.B.C.). Required Annually.

ANIMAL CONTROL

Adoption of impounded animals (w/mandatory spay/neuter agreement)	\$10.00
Animal Care - Resident trap one-time permit fee	\$5.00
Annual Animal Registration - Altered dog/cat	\$10.00/\$0 (over 65)
Annual Animal Registration - Unaltered dog/cat	\$20.00 annually
Annual Animal Registration - Service Animals	no charge
Animal Sales - Commercial permit	\$50.00/annually
Bees - Registration, per hive	\$5.00/annually
Dangerous Dog Registration and tag:	\$100.00/annually
Electronic Pet Containment Device	\$40.00/annually
Feral Cat Colony Manager Permit (required annually)	No charge
Guard Dog Permit	\$35.00 /annually
Impoundment fee (initial), per animal	\$40.00
Impoundment fee, Dog/Cat per additional day per animal	\$5.00
Kennel Permit	\$50.00/annually
Livestock - Registration	\$5.00/annually
Livestock and stray - Initial impoundment fee, per head	\$40.00
Livestock and stray - impoundment per head, per additional day	\$5.00
Owner surrender pet fee - City of Marble Falls Resident	\$10.00
Owner surrender pet fee - Non-resident	\$55.00
Owner surrender pets in litter, 8 wks - 3 mos - City of Marble Falls Resident	\$25.00
Owner surrender pets in litter, 8 wks - 3 mos - Non-resident	\$55.00
Owner surrender under 8 wks of age - City of Marble Falls Resident	\$10.00
Owner surrender under 8 wks of age - Non-resident, per animal	\$55.00

COMMUNITY EVENT FUND (voluntary donation on utility bill) \$1.00/month

CONSTRUCTION AND DEMOLITION DEBRIS HAULER

License Fee	\$100/annually
Tag	\$10.00/per motor vehicle or container annually

DEVELOPMENT FEES

<u>Residential Permit Fees</u>	
New Residential Plan Review - Less than 3,000 sq. ft.	\$50.00
New Residential Plan Review - More than 3,000 sq. ft.	\$150.00
New Residential Construction - Less than 3,000 sq. ft.	\$100.00
New Residential Construction - More than 3,000 sq. ft.	\$150.00
New Residential Electrical	\$65.00
New Residential Plumbing	\$65.00
New Residential Mechanical	\$65.00
New Residential Re-Inspection	\$35.00
Residential Remodel	\$100.00
Residential Remodel Electrical	\$65.00
Residential Remodel Plumbing	\$65.00
Residential Remodel Mechanical	\$65.00
Residential Remodel Re-Inspection	\$100.00
Residential Driveway	\$25.00
Residential Fence/Retaining Wall	\$25.00
Roofing/Re-Roofing	\$100.00
House Moving	\$25.00
Cut and Fill	\$25.00
Site Development	\$50.00
Non-Point Source Pollution	\$100.00
Residential Floodplain Permit	\$50.00
Residential Boat Dock	\$150.00
Residential Irrigation	\$75.00
OSSF Systems	\$85.00
Residential Swimming Pool	\$100.00
Mobile Homes	\$150.00
Residential Demolition	\$25.00
Certificate of Occupancy	\$35.00
Tree Removal/Landscaping	No Fee
Work without a Permit	2X Fee
<u>Commercial Permit Fees</u>	
New Commercial	\$5.75/sq. ft.
New Commercial Plan Review - Less than 10,000 sq. ft.	\$150.00
New Commercial Plan Review - 10,000 - 30,000 sq. ft.	\$300.00
New Commercial Plan Review - More than 30,000 sq. ft.	\$450.00

BMP Operating Permit Fee

\$1,500.00

Sign Fees

Attached Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Attached Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Monument Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Monument Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Monument Sign, Multi-Tenant (Non-Illuminated)	\$150.00 & \$2.00 per sq. ft.
Monument Sign, Multi-Tenant (Illuminated)	\$175.00 & \$2.00 per sq. ft.
Monolith Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Monolith Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Freestanding/Pole Sign (Non-Illuminated)	\$100.00 & \$2.00 per sq. ft.
Freestanding/Pole Sign (Illuminated)	\$150.00 & \$2.00 per sq. ft.
Electronic Message Sign, Monument	\$200.00 & \$2.00 per sq. ft.
Electronic Message Sign, Standard	\$300.00 & \$2.00 per sq. ft.
Window Signage	\$2.00 per sq. ft.
Retaining Wall Sign & Wall Sign	\$60.00 & \$2.00 per sq. ft.
Sign Reface	\$30.00
Development Sign	\$500.00 annually
Directional Sign	\$30.00 per sign
Temporary Sign (all types)	\$10.00
Temporary Sign Annual Permit	\$40.00 annually
Landmark Sign (Application and Permit Fee)	\$500.00
Commercial Real Estate Sign	No Fee
Residential Real Estate Sign	No Fee
Commercial Contractor Sign	No Fee
Community or Public Service	No Fee

Planning and Land Use Fees

Development Agreement or PDD Zoning	
0-5 Acres	\$2,000.00
5-10 Acres	\$2,500.00
10-15 Acres	\$3,500.00
15-20 Acres	\$4,500.00
Over 20 Acres	\$6,000.00
Development Agreement or PDD Amendment	\$2,000.00
Zoning	
0-5 Acres	\$315.00
6-10 Acres	\$765.00
Over 10 Acres	\$1,015.00
Conditional Use Permit	\$315.00
Variance	\$265.00
Development Plat	\$265.00 + \$45 per lot or \$35/ acre
Construction Plat	\$440.00 + \$45.00 per lot
Final Plat	\$415.00 + \$45.00 per lot
Plat/Replat	\$265.00 + \$45.00 per lot
Minor Plat/Replat	\$215.00 + \$45.00 per lot
Street/Alley Abandonment	\$250.00
Site Plan Review	
Residential- Less than 3,000 sq. ft.	\$50.00
Residential- More than 3,000 sq. ft.	\$150.00
Commercial- Less than 10,000 sq. ft.	\$150.00
Commercial- 10,000-30,000 sq. ft.	\$300.00
Commercial- More than 30,000 sq. ft.	\$450.00
Voluntary Annexation/ETJ Extension	\$215.00

FIRE DEPARTMENT PERMITS AND FEES

Fire Marshal Fee Schedule

Initial through 2 nd Re-inspection	No charge
3 rd Re-inspection and thereafter, each	\$ 50.00
Plan Review Fee	\$ 50.00
Work commencing before permit issuance	\$ 200.00
Nursing Home Inspection	\$100.00
Hospital Inspection	\$ 100.00
Foster Home Inspection	\$ 25.00
Day Care Inspection	\$ 25.00
Group Home Inspection	\$ 25.00
All other required tests and inspections	\$ 50.00

Inspections outside of Marble Falls ETJ	\$100.00
<u>Permits</u>	
Automatic fire-extinguishing systems	\$ 100.00
Battery systems	\$ 100.00
Compressed gases	\$ 100.00
Cryogenic fluids	\$ 100.00
Emergency responder radio coverage system	\$ 100.00
Explosives/Blasting	\$ 100.00
Fire alarm and detection systems and related equipment	\$ 100.00
Fire Pumps and related equipment	\$ 100.00
Fireworks	\$ 100.00
Flammable and combustible liquids	\$ 100.00
Hazardous materials	\$ 100.00
Industrial ovens	\$ 100.00
Installation of underground fire mains	\$ 100.00
LP gas	\$ 100.00
Private fire hydrants	\$ 100.00
Smoke control systems	\$ 100.00
Solar photovoltaic power systems	\$ 100.00
Spraying or dipping	\$ 100.00
Standpipe systems	\$ 100.00
Temporary membrane structures and tents	\$ 100.00
All other permits required by code	\$ 50.00

IMPACT FEES

<u>Meter Size</u>	Max. Continuing Operating <u>Capacity</u>	Service Unit <u>Equivalen</u> <u>t</u>	<u>Water Fee</u>	Wastewater <u>Fee</u>	<u>TOTAL</u>
3/4" PD	15	1	\$853.82	\$256.46	\$1,110.28
1" PD	25	1.7	\$1,423.03	\$427.43	\$1,850.47
1 1/2" PD	50	3.3	\$2,846.07	\$854.87	\$3,700.93
2" PD	80	5.3	\$4,553.71	\$1,367.79	\$5,921.49
2" Compound	80	5.3	\$4,533.71	\$1,367.79	\$5,921.49
2" Turbine	100	6.7	\$5,692.13	\$1,709.73	\$7,401.87
3" Compound	160	10.7	\$9,107.41	\$2,735.57	\$11,842.99
3" Turbine	240	16	\$13,661.12	\$4,103.36	\$17,764.48
4" Compound	250	16.7	\$14,230.33	\$4,274.33	\$18,504.67
4" Turbine	420	28	\$23,906.96	\$7,180.88	\$31,087.84
6" Compound	500	33.3	\$28,460.67	\$8,548.67	\$37,009.33
6" Turbine	920	61.3	\$52,367.63	\$15,729.55	\$68,097.17

8" Compound	800	53.3	\$45,537.07	\$13,677.87	\$59,514.93
8" Turbine	1,600	106.7	\$91,074.13	\$27,355.73	\$118,429.87
10" Turbine	2,500	166.7	\$142,303.33	\$42,743.33	\$185,046.67

MUNICIPAL COURT FEES

Building Security Fee	\$3.00 per violation
Municipal Court Technology Fee	\$4.00 per violation
Juvenile Case Manager Fee	\$5.00 per violation

OPEN RECORDS REQUESTS

Public Information Request Charges are governed by the Texas Administrative Code, Chapter 70

PARKS AND RECREATION FACILITY FEES

Alcohol Consumption Permit	\$25.00
Alcohol Sales Permit	\$100.00

Johnson Park

Amphitheatre	\$10.00/hr or \$100.00/day
Pavilions (3)	\$10.00/hr or \$100.00/day
Ball Field	\$10.00/hr or \$100.00/day
Lighting for night use (required)	\$ 7.50/hour
Tournament Fee	\$ 200.00

Lakeside Pavilion

Use fee for Public Agencies and Non-Profits (Sun-Thurs)	\$ 200.00
Use fee for individuals, civic organizations, and social groups (Mon – Fri)	\$ 1,500.00
Use Fee for Commercial Groups (Mon – Fri)	\$ 1,800.00
Use Fee for All Groups (Saturday)	\$ 2,000
Facility Deposit w/alcohol	\$ 500.00
Facility Deposit w/o alcohol	\$ 250.00
Cleaning Fee	\$ 350.00

Municipal Pool

Admission	
Infant/Toddler - Under 3	Free
Child- Age 3-12 y/o	\$ 3.00
Adult/Teen - Age 13 and up	\$ 4.00
Annual Family Membership	\$100.00
Discounted Season Pass (20 tickets) – Child (3-12)	\$ 48.00

Discounted Season Pass (20 tickets) – Adult (13 and up)	\$ 64.00
Swim Lessons	
Member	\$ 50.00
Non-member	\$ 62.00
Pool Party Rental	
1 – 25 persons	\$ 100.00
26 – 50 persons	\$ 120.00
51 – 75 persons	\$ 140.00
76 – 100 persons	\$ 160.00
101 – 125 persons	\$ 180.00
	<u>Westside Park</u>
Community Hall	
Facility Deposit w/alcohol	\$ 300.00
Facility Deposit w/o alcohol	\$ 150.00
Rental Fee, 4 hour minimum – resident	\$ 30.00/hr
Rental Fee, 4 hour minimum – non-resident	\$ 45.00/hr
Pavilion	\$ 10.00/hour
	\$ 100.00/day

PERMITS - MISCELLANEOUS

Alarm License - Commercial	\$ 20.00 annually
Alarm License - Residential	\$ 10.00 annually
Handbill - Commercial Applicants	\$ 75.00 annually
Handbill - Individuals (not for commercial purposes)	\$ 35.00 annually
Handbill - Nonprofit Organizations	\$ 10.00 annually
Peddler/Vendor/Solicitor - One Person	\$ 50.00 annually
Peddler/Vendor/Solicitor - Two (2) or more persons	\$ 100.00 annually
Special Event Permit	no charge

RETURNED CHECK FEE \$ 30.00

SOLID WASTE SERVICES – RESIDENTIAL

Deposit Fee (one time)	\$35.00
Trash Collection	\$19.82/month
Additional Trash Bin	\$6.61/month
Call-in bulky item collection - Large Furniture	\$25.00/each
Call-in bulky item collection - Other furniture	\$15.00/each
Call-in bulky item collection - Bags, boxes, bundles	\$3.00/ each
Delinquent Fees - First Notice	10% of delinquent bill
Delinquent Fee – Failure to Remove	Recovery Costs Determined by City

SOLID WASTE SERVICES – COMMERCIAL

Commercial Fees are determined by Sanitation Service Providers

UTILITY

SEWER	
Base Service Charge	\$16.50
Usage Fee (per thousand gallons)	\$3.48
MONTHLY WATER BASE CHARGE AND WATER RATES	
<u>Meter Size</u>	<u>Base Charge</u>
¾"	\$20.46
1"	\$29.57
1-1/2"	\$52.98
2"	\$94.62
3"	\$202.59
4"	\$358.69
6"	\$634.87
<u>Consumption (gallons)</u>	<u>Rate per 1,000 gallons</u>
0-10,000	\$3.65
11,000-30,000	\$4.56
31,000+	\$5.70
Bulk Water	\$20.00
Sprinkler Meter	\$3.58
 <u>Delinquent Fees</u>	
First Notice	10% of delinquent bill
Reconnect Fee	\$30.00
After Hours Reconnect Fee	\$75.00

UTILITY SECURITY DEPOSITS *(required to activate service)*

<u>Meter Size</u>	<u>Residential</u>	<u>Residential Sprinkler</u>	<u>Commercial</u>	<u>Commercial Sprinkler</u>
3/4"	\$150.00	\$50.00	\$150.00	\$150.00
1"	\$200.00	\$0.00	\$200.00	\$200.00
1 1/2"	\$250.00	\$0.00	\$250.00	\$250.00
2"	\$500.00	\$0.00	\$500.00	\$500.00
3"	\$575.00	\$0.00	\$575.00	\$575.00
4"	\$700.00	\$0.00	\$700.00	\$700.00

VOLUNTARY EMERGENCY SERVICES FEES (VES)

Voluntary Fire Rescue	\$1.50/month
Volunteer EMS	\$1.50/month

WASTEWATER TAP AND CONNECTION FEES

<u>Tap Size</u>	<u>City Installed</u>	<u>Contractor Installed*</u>
Regular 4"	\$800.00	\$125.00
Commercial 6"	\$1,000.00	\$200.00

**New Developments*

WATER TAP AND CONNECTION FEES

<u>Meter Size</u>	<u>City Installed</u>	<u>Contractor Installed *</u>
3/4"	\$800.00	\$150.00
1"	\$900.00	\$225.00
1 1/2"	Calculated by Public Works	\$500.00
2"	Calculated by Public Works	\$500.00
4"	Calculated by Public Works	\$500.00
4" Compound	Calculated by Public Works	\$500.00
6" Fire Line	\$2,500.00	\$500.00
8" Fire Line	\$4,000.00	\$500.00

**New Developments*



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
September 6, 2016**

**Agenda Item: Executive Session
Prepared By: Christina McDonald, City Secretary
Department: Administration
Submitted By: Christina McDonald, City Secretary**

AGENDA CAPTION

EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (*Private Consultation between the Council and its Attorney*), Pursuant to §551.087 (*Deliberation Regarding Economic Development Negotiations*), and Pursuant to §551.072 (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:

- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.
- Discussion regarding lease of City owned property.
- Discussion regarding City economic development incentives.

CERTIFICATION:

I hereby certify that I have reviewed the proposed topic for the Executive Session described herein and in my opinion, the Texas Open Meetings Act authorizes the Marble Falls City Council to meet in Executive Session and to deliberate regarding the subject matter contained in this cover memo.

Signed this _____ day of _____, 2016.

City Attorney