

Agenda Item
#7.d.

**CITY OF LIBERTY HILL
ORDINANCE NO. 16-O-38**

**AN ORDINANCE OF THE CITY OF LIBERTY HILL
("City"), TEXAS AMENDING CHAPTER FOUR OF
THE UNIFIED DEVELOPMENT CODE OF THE
CITY OF LIBERTY HILL, TEXAS; PROVIDING FOR
CHANGES ON THE OFFICIAL CITY ZONING MAP;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Liberty Hill ("City Council") received petitions for the voluntary annexation of certain properties, as further described in the attached Exhibit "A" that were contiguous to the City's extraterritorial jurisdiction ("ETJ") to be included in the City's ETJ; and

WHEREAS, the City Council annexed those certain properties to include them in the City's ETJ on MAY 23, 2016 ("ETJ Annexations"); and

WHEREAS, the City Council met on MAY 23, 2016, and conducted a public hearing on amendments to the Official Zoning Map for changes to the City's ETJ boundary in conformance with the ETJ Annexations; and recommend approval on vote of ____ AYES; ____ NAYS: ____ ABSTENTIONS; and

WHEREAS, the City Council met in a regular meeting on MAY 23, 2016 , to consider the recommendation and comments from the public; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council has the authority to amend zoning district boundaries; and

WHEREAS, the City Council finds that it is necessary and proper for the general health, safety, or welfare of the public and for the good government, peace or order of the City to adopt this Ordinance amending the Official Zoning Map.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF LIBERTY HILL, TEXAS**

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

The Official Zoning Map of that Chapter Four of the Unified Development Code of the City of Liberty Hill, Texas is hereby amended to include such ETJ contiguous properties described as follows by Williamson County Appraisal District ID numbers as outlined in Exhibit "A".

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby authorized and directed to make the necessary changes so as to reflect the provisions of this ordinance on the Official Zoning Map of Liberty Hill, Texas which bears the name of the Mayor and is attested by the City Secretary and is kept in the office of the City of Liberty Hill.

6. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its adoption and it is accordingly so ordered.

7. PROPER NOTICE & MEETING

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

EXHIBIT A

WCAD ID # R024172

PROPERTY DESCRIBED AS – NORTHWEST ACRES, LOT 34, ACRES 3.000; I030D80G - LH ISD - North HWY 29 / West CR 214; R-15-3600-0000-0034; MAP NUMBER 1-0959; OWNER NAME – IMENY, MEHDI & SARAH CORBETT-IMENY; OWNER ID - 00492993; OWNER ADDRESS - 101 PHILIP LN LIBERTY HILL, TX 78642

WCAD ID # R024171

PROPERTY DESCRIBED AS – NORTHWEST ACRES, LOT 33, ACRES 2.480; I030D80G - LH ISD - North HWY 29 / West CR 214; R-15-3600-0000-0033; MAP NUMBER 1-0959; OWNER NAME - IMENY, MEHDI & SARAH CORBETT-IMENY; OWNER ID - 00492993; OWNER ADDRESS - 101 PHILIP LN LIBERTY HILL, TX 78642

WCAD ID # R080334

PROPERTY DESCRIBED AS – LIBERTY OAKS, LOT 15B, ACRES 3.870; I120592F - Liberty Oaks, Indian Springs, The Overlook; R-15-2800-0000-0015A; MAP NUMBER 1-0145; OWNER NAME - PEARSON, JONATHAN & LYNN; OWNER ID - 0489555; OWNER ADDRESS - 350 LIBERTY DR LIBERTY HILL, TX 78642-4517

WCAD ID # R022306

PROPERTY DESCRIBED AS – AW0372 KIMBALL, J.F. SUR., ACRES 14.75; I035D95E - LH ISD - South HWY 29 / WEST OF RONALD REAGAN; R-15-0372-0000-0018; MAP NUMBER 4-2058; OWNER NAME - MAY, CHARLES MITCHELL; OWNER ID - 0516579; OWNER ADDRESS - 1805 SAN GABRIEL ST APT A AUSTIN, TX 78701-1059

WCAD ID # R022165

PROPERTY DESCRIBED AS – AW0250 - Gray, T.f. Sur., SERIAL # 50202771, TITLE # 00212419, LABEL # TEX0367118, ACRES 10; AM10DLXI - MH - SLE/SLH/SBU; R-15-0250-0000-0012B; MAP NUMBER 4-0482; OWNER NAME - DOGGETT, HARRY A; OWNER ID – 0022165; OWNER ADDRESS - PO BOX 141 LIBERTY HILL, TX 78642-0141

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

R024172
101 Phillip Ln
201 Phillip Lane

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Liberty Hill:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Liberty Hill to extend the present extraterritorial jurisdiction (i.e., ETJ) so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the tract;
2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
3. The tract is not located within the ETJ of any other municipality; and
4. This request for inclusion in Liberty Hill's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

512-986-9490

Mehdi Imany
Name

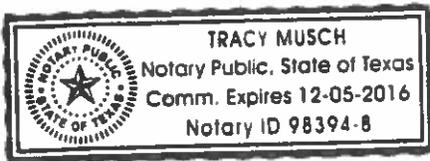
May 17th 2016
Date

Jarrah Corbett Anany
Name

May 16, 2016
Date

This instrument was sworn to, signed and acknowledged before me by on this, the 17 day of May, 2016

Tracy Musch
Notary Public, State of Texas
My commission expires: _____



5-23-16

R 080334

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Liberty Hill:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Liberty Hill to extend the present extraterritorial jurisdiction (i.e., ETJ) so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

- 1. I/We are the sole owners of the tract; 350 Liberty Dr.
Liberty Hill TX 78642
- 2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
- 3. The tract is not located within the ETJ of any other municipality; and
- 4. This request for inclusion in Liberty Hill's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

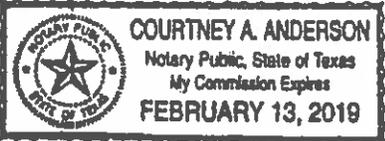
512-468-7848

Jonathan Perron
 Name _____
May 16th 2016
 Date _____

 Name _____

 Date _____

This instrument was sworn to, signed and acknowledged before me by on this, the 16th day of May, 2016



Courtney A. Anderson
 Notary Public, State of Texas
 My commission expires: Feb. 13, 2019

5-23-16

R 080334

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Liberty Hill:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Liberty Hill to extend the present extraterritorial jurisdiction (i.e., ETJ) so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the tract; 350 Liberty Dr.
Liberty Hill, TX 78642
2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
3. The tract is not located within the ETJ of any other municipality; and
4. This request for inclusion in Liberty Hill's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

512-468-7849

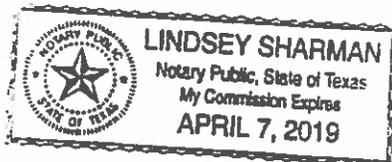
Lynn Pearson
Name
04-18-2016
Date

Name

Date

This instrument was sworn to, signed and acknowledged before me by on this, the 18 day of April, 2016

Lindsey Shorman
Notary Public, State of Texas
My commission expires: April 7, 2019



5-23-16

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Liberty Hill:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Liberty Hill to extend the present extraterritorial jurisdiction (i.e., ETJ) so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the tract; **CR282**
RO22306 Liberty Hill TX 78642
2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
3. The tract is not located within the ETJ of any other municipality; and **14.75AC**
4. This request for inclusion in Liberty Hill's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

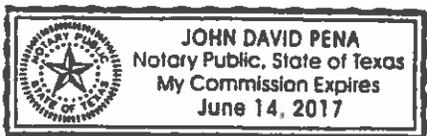
Name

Date

Charles Mitchell May
Name

5/16/16
Date

This instrument was sworn to, signed and acknowledged before me by on this, the 16 day of May 2016, 2011.



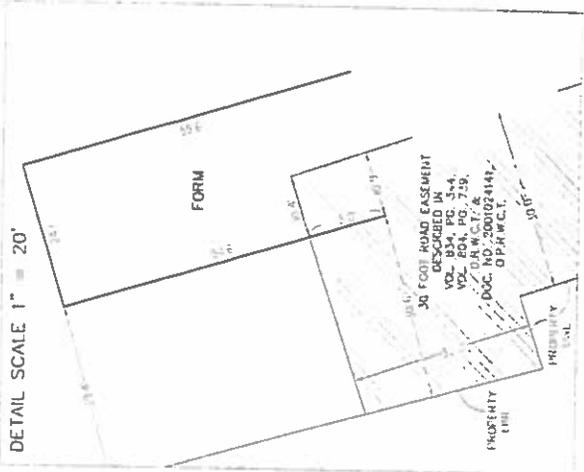
[Signature]
Notary Public, State of Texas
My commission expires: 6-14-2017

EASEMENT EXHIBIT

Job # 101005033

R022306

Reference: Will Guidry Address: 150 Rural Space Road, Leander, TX
 7.63 Acres (332,339 sq.ft.) situated in Williamson County, Texas out of the JNO. P. Kimball Survey, Abstract No. 372 and being a portion of that tract described as 15.25 Acres, conveyed to Michael Wyatt Hughes, recorded as Document No. 9527850 Official Records of Williamson County, Texas.



SCALE 1" = 200'

CRAIG JOHNSON
 DOC. NO. 20010241896
 O.P.R.W.C.T.

CHARLES S. MARTIN AND
 PAULINE VILLARUEVA
 VOL. 2173, PG. 199
 O.R.W.C.T.

7.63 Acres
 332,339 SQ.FT.

CHARLES MITCHELL WAY
 DOC. NO. 2001024141
 O.P.R.W.C.T.

VL DOUGHTIE, JR.
 VOL. 2053, PG. 782
 O.R.W.C.T.

Notes:
 1) This map and the survey on which it is based have been prepared without the benefit of a title report and are not intended to reflect all easements, encumbrances or other circumstances affecting the title to the property shown hereon.
 2) All building lines NOT SHOWN hereon are as per the current City of Leander Zoning Ordinance.
 I, Paul Utterback, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon, that there are no visible discrepancies, conflicts, shoals or areas, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown, that said property has access to and from a public roadway, and that this plat is an accurate representation of the property to the best of my knowledge



Paul Utterback
 Client: Will Guidry
 Date of Field Work: 10/08/2010
 Field: AHarp
 Tech: JDeLong, Ch Henderson, CRamirez
 Date Drawn: 10/25/2010
 Path: Projects\Guidry\Will RuralSpaceRd150.dwg\exhibits\DESIGN_NORTH_1010225.dwg

LEGEND	
7	(REF) BORN RED FOUND (unless noted)
8	OLD NAIL FOUND IN IRRE
9	METAL NAIL IN ROCK
10	3" (405) BORN RED SET "AID ENGINEERS"
11	FENCE POST
12	CALCULATED POINT
13	WIRE FENCE
14	OFFICE PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
15	PROJECT OFFICIAL RECORDS WILLIAMSON COUNTY TEXAS
16	DEED RECORDS WILLIAMSON COUNTY TEXAS
17	IRON ROD FOUND
18	RECORD INFORMATION

eileen merritts
ATS Engineers
 Inspectors
 & Surveyors
 www.ats-engineers.com
 812 S CAPITAL OF TX HWY, STE 400
 AUSTIN, TEXAS 78746
 TEL: (512) 328-6695
 FAX: (512) 328-6686

R022165

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Liberty Hill:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Liberty Hill to extend the present extraterritorial jurisdiction (i.e., ETJ) so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

- 1. I/We are the sole owners of the tract; 9050 RR 1869
- 2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
- 3. The tract is not located within the ETJ of any other municipality; and
- 4. This request for inclusion in Liberty Hill's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract, or having an interest in any part thereof.

512-762-0075

Delma E. Hoggett
Name

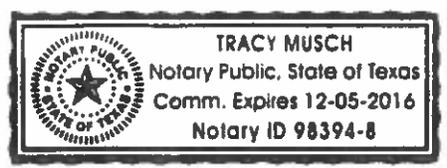
5/17/16
Date

Name

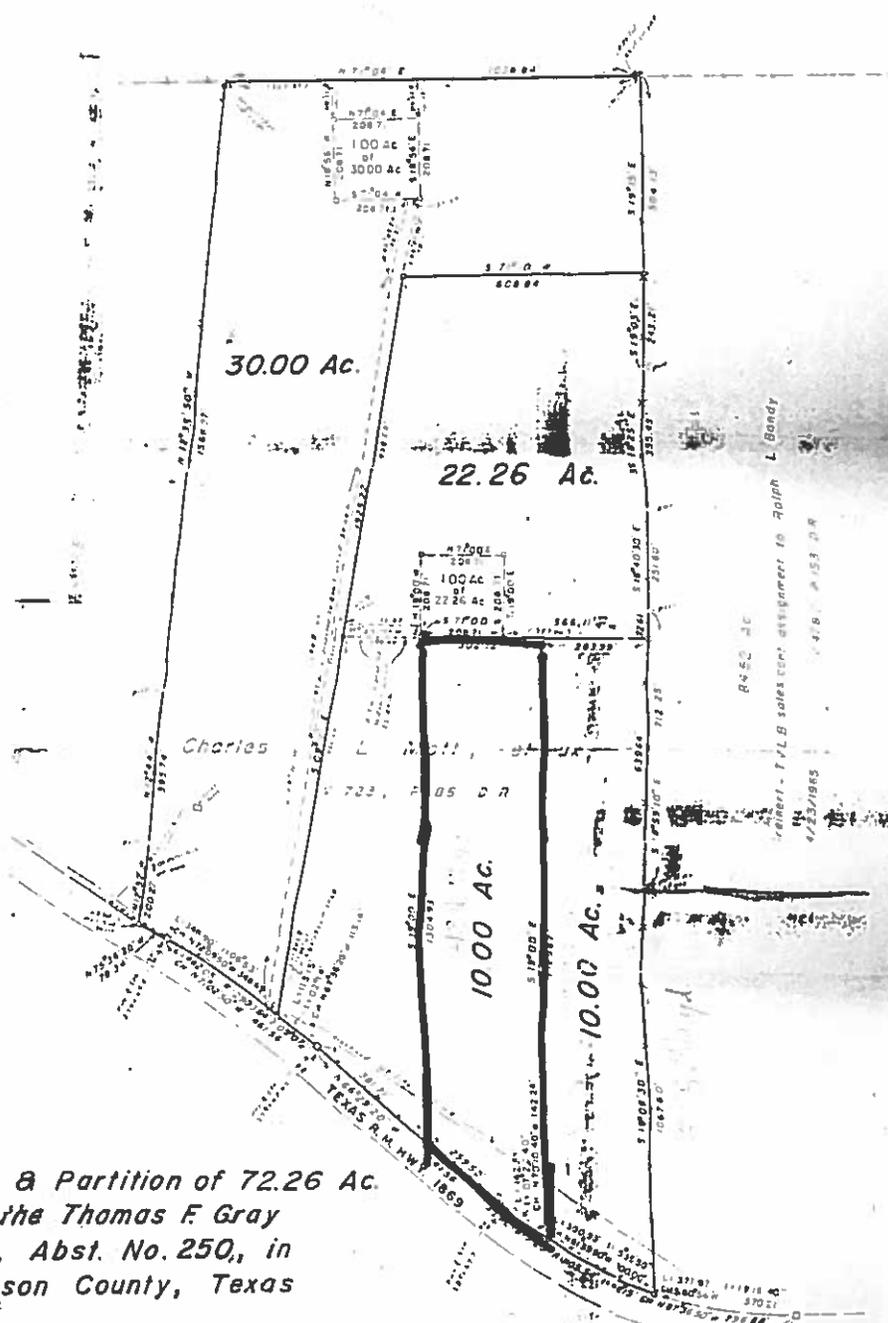
Date

This instrument was sworn to, signed and acknowledged before me by on this, the 17 day of May, 2016

Tracy Musch
Notary Public, State of Texas
My commission expires: 12-5-2016



5-26-16



A Partition of 72.26 Ac.
 of the Thomas F Gray
 Survey, Abst. No. 250, in
 Harrison County, Texas

Showing that tract of land described in a deed from
 William P. Cherry, Jr., to Charles L. Mott, et ux,
 12/28/1978, V 723, P 86 Deed Records.

Michael Mader
 Reg. Pub. Surv. No. 1966
 Georgetown, Texas

R022165

R450 2C
 Trainer - T.V.L.B. sales rep. Designer to Ralph L. Bondy
 4/23/1985
 418 P 153 D.R.

Agenda Item
#8.a.

CITY OF LIBERTY HILL

RESOLUTION NO. 16-R-_____

**RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS,
AUTHORIZING THE CREATION OF THE LIBERTY PARKE PUBLIC
IMPROVEMENT DISTRICT WITHIN THE CITY OF LIBERTY HILL
PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, on April 8, 2016, CCD Liberty Parke LLC (the "Owner") submitted and filed with the City Secretary a petition ("Petition"), requesting the establishment of the Liberty Parke PID, which PID includes the correct legal description consisting of approximately 150 acres; and

WHEREAS, the Petition is requesting creation of a public improvement district (the "District") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Williamson County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed District are described in as Exhibit A attached hereto, said area for the District being within the boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, after providing all notices required by the Act, the City, on May 9, 2016, conducted a public hearing on the advisability of the improvements and services described in the Petition; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City on April 8, 2016 was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. The City Secretary provided notice to the property owners and notice in the newspaper as required by law.

SECTION 4. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on May 9, 2016, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Improvements. The public improvements for the District (the "Authorized Improvements") may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.
- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$7,000,000.00 (including issuance and other financing costs).
- (d) Boundaries. The boundaries of the District are set forth in Exhibit A.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.

- (f) Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. All of the costs of the proposed Authorized Improvements will be paid by issuance of bonds secured by, or directly by, assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 5. The Liberty Parke Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

SECTION 6. The City's staff is directed to give notice of the authorization for the establishment of the Liberty Parke Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the Liberty Parke Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Liberty Parke Public Improvement District shall exist until dissolved or terminated as provided by law.

SECTION 7. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

PASSED & APPROVED by the **CITY COUNCIL** of the **CITY OF LIBERTY HILL** on the 23rd day of **MAY**, 2016 on vote of ____ **AYES**; ____ **NAYS**; ____ **ABSTENTIONS**.

CONNIE FULLER, MAYOR
CITY OF LIBERTY HILL

ATTEST:

BARBARA ZWERNEMANN
CITY SECRETARY
CITY OF LIBERTY HILL

**EXHIBIT A
BOUNDARIES AND MAP**

[See boundary map attached hereto]

Lot 3A, of Minor Plat Lot 3 Branigan Subdivision, a subdivision in Williamson County, Texas, according to the map or plat recorded under Document Number 2012017626, in the Official Public Records of Williamson County, Texas.

A tract or parcel of land, 72.579 acres more or less, being out of and a part of the John B. Robinson Survey, Abstract 521 in Williamson County, Texas, as more particularly described on Exhibit A-1 attached hereto.

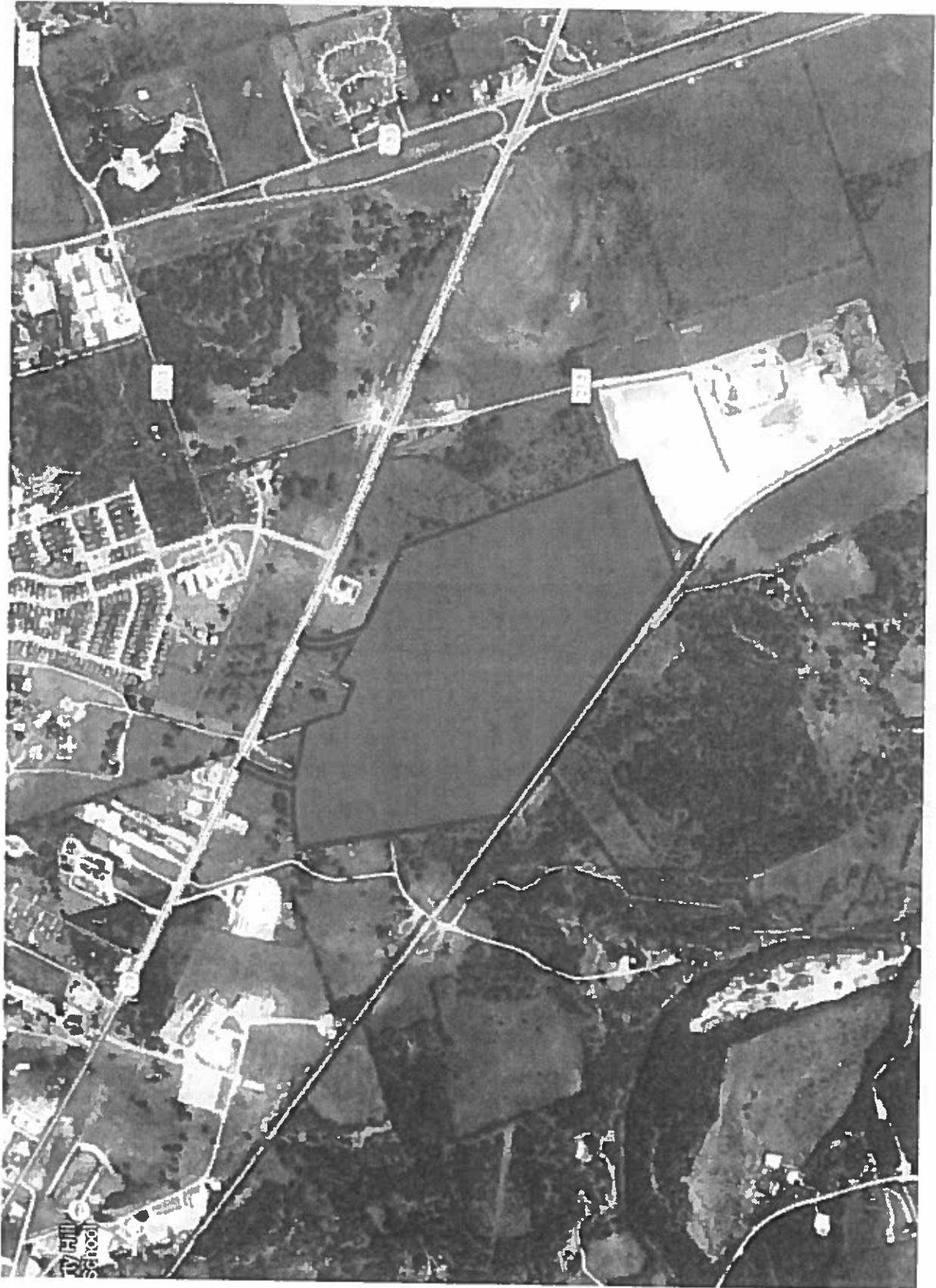
A tract or parcel of land consisting of 2.8665 acres more or less, as more particularly described on Exhibit A-2 attached hereto.

EXHIBIT A-1

72.579 acres of land, more or less, out of the J.B. ROBINSON SURVEY, ABSTRACT NO. 531, in Williamson County, and being further described as (i) that certain real property conveyed to Seller by warranty deed recorded in 2004038939 of the Official Public Records of Williamson County, Texas, and being further identified as that parcel of land maintained and described as tax parcel number R435217 in the records of Williamson County Appraisal District.

EXHIBIT A-2

[See attached 4 pages]



Agenda Item
#8.b

Date 4-11-05

TO: Mayor and City Council Members
City of Liberty Hill
Williamson County, Texas

Dear Council Members:

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts and for the purposes indicated as follows:

Securities, including bonds and refunding bonds, to be issued in amounts to be determined and approved by the City Council of the Issuer.

And that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for the City of Liberty Hill (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will perform and prepare all information required for: (1) an open market bond sale; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- b. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
- c. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities, which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.
- d. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.
- e. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- f. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents, which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such

bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids and the furnishing of good faith checks where indicated, and, for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures, and, when requested, we will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements, on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain _____ a recognized municipal bond attorney, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities and construction of the project in question requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and, when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities, it is understood and agreed that our fee will be as follows:

FOR +/- \$2,000,000 REGIONAL WASTEWATER PROJECT – TWDB CLEAN WATER SRF PROJECT THE FOLLOWING FEE WILL APPLY:

A Fee of \$30,000.00

If for any reason the project is approved by the TWDB, but does not close or fund the City will agree to pay SAMCO for time spent on the project, at an hourly rate of \$150.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

ALL FUTURE FINANCIAL ADVISORY FEES FOR DEBT ISSUANCE WILL BE NEGOTIATED ON EACH INDIVIDUAL PROJECT.

In consideration of the above fee we will assume and be responsible for the following expenses:

Travel and communication expenses of the Financial Advisor with the exception of travel expenses resulting from the presentation for bond rating and bond insurance and/or any other out of state travel on behalf of the issuer.

In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases we may incur these expenses on your behalf, and you agree to reimburse us for such expenses to be paid for through funding from the competitive (or negotiated) bond sale.

All expenses of issuance will be borne by the Issuer and paid for through funding. These issuance expenses include, but are not limited to, the cost of printing and mailing the Official Notice of Sale and the Official Statement, the travel expenses of the financial advisor, if any, incurred in presentation(s) before regulatory authorities, the national rating agencies, and/or credit enhancement companies, the fees of the national rating services pertaining to their assignment of credit rating(s) to the Issuer, credit enhancement fees, bond printing expenses, bond attorneys, security attorneys or other attorney fees, the cost of legal advertisement and the Municipal Advisory Council of Texas listing fee.

Our fee and reimbursable expenses shall become due and payable with the approval of funding.

6. **Special Conditions.** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be paid to the termination date; provided, however, that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale or application that has been submitted to the TWDB.

This agreement shall not be assignable without the prior written consent of the City Council of the Issuer.

7. This proposal is submitted in duplicate originals. When accepted by the Issuer it will constitute the entire agreement between the Issuer and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the return of one executed copy to us:

Respectfully submitted,
SAMCO Capital Markets
A Division of Persen Financial Services, Inc.

By: _____

Title: Managing Director

ACCEPTANCE

Accepted pursuant to a resolution adopted by the City of Liberty Hill, Texas of this 11 day of April, 2005

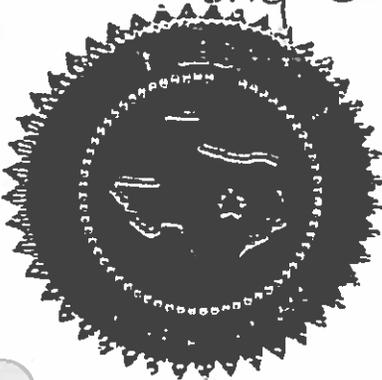
By: Candice Fuller

Title:

ATTEST:

By: Kathy Clark

Title: City Secretary



Agenda Item
#8.c.

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF ASSESSMENT**

WHEREAS, Liberty Parke PID desires to levy an assessment in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Liberty Hill acting as Agent for Liberty Parke PID finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL THAT:

The Mayor of the City of Liberty Hill is hereby authorized and directed to enter into a contract on behalf of the Liberty Parke PID with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the _____ of the _____ on the _____ day of _____, 20__.

, Mayor

ATTEST:

Secretary

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Liberty Hill acting as Agent for Liberty Parke PID for the collection of assessment taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with the City of Liberty Hill acting as Agent for Liberty Parke PID in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20__.

Dan A. Gattis, County Judge
County of Williamson

ATTEST:

Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

ASSESSMENT COLLECTION AGREEMENT

WHEREAS, The City of Liberty Hill serving as Agent for Liberty Parke PID and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Liberty Parke PID, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the

Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20__.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson

Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

, Mayor

Agenda Item
#8.d.

**Project Name: City of Liberty Hill – Lift Station #19 and Force Main#19
Improvements
Engineering Firm Name: Steger Bizzell
Task Order No. SB 016-36**

City of Liberty Hill, Texas
P.O. Box 1920
Liberty Hill, Texas 78642

General Description of Services or Project:

The City of Liberty Hill ("City" or "Owner") intends to design improvements to the existing Lift Station #19 (formerly referred to as the MUD #19 Lift Station) and the force main that connects the lift station to the City's South Fork Wastewater Treatment Plant. Steger Bizzell ("Engineer") will perform surveying, detailed design, and construction management for this project.

This task order is subject to the terms and conditions of a Master Services Agreement between the City of Liberty Hill and Steger Bizzell dated December 2, 2009.

City Provided Information or Work: The City shall provide the following services or perform the following work:

- City shall provide timely review comments to plans and documents submitted by Engineer.
- City Attorney, or other designed individual or firm, shall perform the required legal drafting to prepare easement documents, as necessary.

Any documents or information related to the Work/Services provided by the City to the Professional, including, without limitation, engineering studies, maps, reports, filed data, notes, plans, diagrams, sketches, or maps (the "Information") is and shall remain the property of the City, and Professional shall have no ownership or other interest in same. The Professional shall deliver to the City, if requested, a written itemized receipt for the Information, and shall be responsible for its safe keeping and shall return it to the City, upon request, in as good condition as when received, normal wear and tear excepted.

Scope of Services: The Engineer shall provide the following services or perform the following work:

Surveying

- 1) Engineer will rely on previously collected survey information used in the preparation of construction plans for the original lift station and force main. An allowance for \$5,000 is included and will be billed on an hourly basis to collect any survey data that is needed during the design.

Lift Station and Force Main Detailed Design

- 1) Finalize hydraulic operation of the transmission main, including termini, line size, operational requirements, electrical demand, site constraints, etc.
- 2) Evaluate lift station site to determine location and size of lift station improvements
- 3) Design force main. Project includes evaluation of existing ground profile and location of CAV valves as needed.
- 4) Prepare construction plans for the lift station modifications and force main pipeline and associated appurtenances.
 - a. Title sheet & index sheet
 - b. General Notes
 - c. Project Layout sheet
 - d. Pump Station Modification Plan sheets
 - e. Yard Piping Modification Plan sheet
 - f. Demolition/Decommissioning Plan sheet
 - g. Force Main Plan & Profile sheets
 - h. Erosion & Sedimentation sheets
 - i. Electrical and Controls Plan sheets
 - j. Standard Detail sheets
 - k. Miscellaneous Detail sheets
 - l. Traffic Control Plan sheets
 - m. Technical Specifications
- 5) Revise and submit an updated project cost estimate(s).
- 6) Revise construction plans based on Liberty Hill review.

Bidding and Construction Management

- 1) Assist in the Owner's selected project bidding process and prepare and distribute construction bid documents as required.
- 2) Attend and conduct pre-construction conference.
- 3) Review contractor's shop drawings, submittals and Requests for Information.
- 4) Prepare and issue Change Orders as necessary to modify construction contract scope or specifications.
- 5) Assist with on-site Field Change Directives as necessary to resolve problems due to unforeseen field conditions.
- 6) Attend regular construction meetings to observe construction progress.
- 7) Prepare record drawings from information submitted by the contractor.
- 8) Attend and conduct a final project walkthrough and prepare the project close-out punchlist.

Exclusions

- 1) Surveying beyond the \$5,000 allowance
- 2) ROW Acquisition
- 3) Field Note Descriptions
- 4) Floodplain study or FEMA coordination (LOMR, CLOMR, etc).
- 5) Materials testing.
- 6) Preparation of easement legal documents (this will be performed by the City Attorney).
- 7) Assistance with condemnation proceedings.

Proposed Project Team:

Professional's

Designated Representative:

Curtis R. Steger, P.E.

Project Manager:

Aaron Laughlin, P.E.

Design :

Sam Davis, P.E.

Registered Professional Land Surveyor :

Travis Tabor, R.P.L.S.

City's Designated Representative: _____

Work Schedule:

The schedule for the Services to be performed by the Professional is attached as Exhibit "A". Total time is Four (4) calendar months for completion of this Task Order from date of Approval.

Statement Regarding Non-Collusion; Prohibited Financial Interests; Prohibited Political Influences: (Per Article 36 in the Master Service Agreement): Professional hereby represents and warrants to City that Professional shall not perform any work or services for a third party that is potentially or actually related to, connected to, a part of, or integral to the work or services that it has performed is or is performing for the City under this Task Order. Professional shall have the affirmative duty to bring all such conflicts or potential conflicts to the attention of the City, and Professional agrees that the City shall be the sole judge as to whether a conflict or potential conflict of interest with work for private parties or Developer work exists. If in the judgment of the City such a conflict or potential conflict between City work and Developer work exists, then Professional agrees to terminate all work under the affected Task Order(s) immediately and that it shall not be eligible for payment for such services.

Compensation:

Time and Materials with Amount Not to Exceed: - Services to be provided at rates shown on Exhibit A in an amount not to exceed \$ 122,600 DOLLARS and ____ CENTS .

Lump Sum: Services to be provided for an amount of \$ ____ DOLLARS and ZERO CENTS. The City will be billed monthly on a percentage of completion basis.

Reimbursable expenses are not included in the above listed fees and will be paid by the City, including, but not limited to: postage or other delivery charges, document reproductions, etc. above and beyond initial deliverables. Professional will provide the City with reasonable documentation supporting the reimbursable costs and expenses.

APPROVED:

CITY OF LIBERTY HILL

PROFESSIONAL

Firm Name: Steger Bizzell

By: _____
Name: Connie Fuller
Title: Mayor
Address: P.O. Box 1920
Liberty Hill, TX 78642
Phone: 512-778-5449
Fax: 512-778-5418
E-Mail:
Date: _____

By: _____
Name: Curtis R. Steger, P.E.
Title: Senior Project Engineer
Address: 1978 S. Austin Ave.
Georgetown, TX 78626
Phone: (512) 930-9412
Fax: (512) 930-9416
E-Mail: curtis.steger@stegerbizzell.com
Date: _____

	233	216	161	134	216	133	72	101	160
g Allowance				15					19
Subtotal Hours:	0	0	0	15	0	0	0	0	19
Subtotal Fees:	\$0	\$0	\$0	\$2,010	\$0	\$0	\$0	\$0	\$2,990
sign									
hydraulic study		2	4			2			
LS site		2	8			8			
orce Main		1	2			24			24
construction plans									
index sheets					2				4
l Notes			2			8			4
Layout sheet(s)			1			4			16
itation Modification Plan sheets	1	4	16			32			32
ing Modification Plan sheet			4			8			8
ion/Decommissioning Plan sheet			1			4			4
ain Plan & Profile sheets		2	4			40			80
& Sedimentation sheets		2	8			8			16
il and Controls Plan sheets		4	8			8			8
f Detail sheets			4			8			8
ineous Detail sheets			2			16			16
ontrol Plan sheets			2			8			16
cal Specifications		2	3			4			4
roject cost estimate		2	3			4			4
City for review & make revisions			4			8			16
Subtotal Hours:	1	20	70	0	2	196	0	0	252
Subtotal Fees:	\$233	\$4,320	\$11,270	\$0	\$432	\$26,068	\$0	\$0	\$25,200
Instruction Management									
Distribute Bidding Documents		2	4			8			
nd conduct pre-construction conference		2	4			4			
op drawings, submittals & RFIs			8			16			
nd issue Change Orders as necessary			8			16			
Field Change Directives as necessary		2	16			16			
nstruction Meetings		2	16			16			
ord drawings			4			8			24
nal walkthrough and prepare punchlist		2	4			8			
Subtotal Hours:	0	10	64	0	0	92	0	0	24
Subtotal Fees:	\$0	\$2,160	\$10,304	\$0	\$0	\$12,236	\$0	\$0	\$2,400
Inspectin Services									
iction									

Agenda Item
#8.f

Submitted by W. McLe

City Council Meeting

Discuss and take action on the removal of Living Unit Equivalent (LUE) allowing discussion from the public.

The City Council voted in the use of LUE's as a way to increase revenue for the city. Per the city's engineering firm Stegar and Bizell, restaurants are the highest users of the water and wastewater systems. I don't find anywhere that it is stated that restaurants are anymore straining on the sewer system than that of any other business. This is accomplished through the use of a grease trap.

Let's point out the direct tax for a restaurant hooking to the sewer system in the City of Liberty Hill. The current LUE is valued at \$4500 per 350 square feet. The following gives examples of charges to a restaurant.

0-350 sq. ft.	1 LUE	\$4,500
351-700 sq. ft.	2 LUE's	\$9,000
701-1050 sq. ft.	3 LUE's	\$13,500
1051-1400 sq. ft.	4 LUE's	\$18,000
1401-1750 sq. ft.	5 LUE's	\$22,500
1751-2100 sq. ft.	6 LUE's	\$27,000
2101-2450 sq. ft.	7 LUE's	\$31,500
2450-2800 sq. ft.	8 LUE's	\$36,000
2801-3150 sq. ft.	9 LUE's	\$40,500
3151-3500 sq. ft.	10 LUE's	\$45,000
3501-3850 sq. ft.	11 LUE's	\$49,500
3851-4200 sq. ft.	12 LUE's	\$54,000
4201-4550 sq. ft.	13 LUE's	\$58,500
4551-4900 sq. ft.	14 LUE's	\$63,000
4901-5250 sq. ft.	15 LUE's	\$67,500

Now let's look at some example restaurants and break the costs down for the sewer tap fee within the City of Liberty Hill. All sq. ft. provided by the Williamson County Appraisal District

Dahlia's Café	4424 Sq. Ft.	13 LUE's or \$58,500
Jardine Corona	4520 Sq. Ft.	13 LUE's or \$58,500
Margarita's	7826 Sq. Ft.	23 LUE's or \$103,500
Chicken Express	3097 Sq. Ft.	11 LUE's or \$49,500
Sonic	1566 Sq. Ft.	5 LUE's or \$22,500
Major's Burgers	525 Sq. Ft.	2 LUE's or \$9,000
Chili's Georgetown	5619 Sq. Ft.	17 LUE's or \$76,500

From there, we break down the monthly cost to a restaurant for the use of the sewer at what I believe to be \$54.35 per LUE. Therefore a restaurant with 10 LUE's pays \$543.50 per month for the use of the sewer system.

I am of the belief that the above is not inline with other communities of our size. I also believe that the above is handcuffing our business growth within the community. Please see the below information on several cities.

City of Fredericksburg

No tap fee for commercial regardless of use, they simply have an impact fee for sewer usage dependent on water meter line size.

3/4"	\$2160
1"	\$3,456
2"	\$13,829

Monthly sewer bills are calculated at \$4.06 per \$1000 gallons used.

City of Llano

The City of Llano does have a tap fee for commercial use regardless of use.

Tap fee inside the city limits is \$1000. Outside the city limits is \$1380.

Monthly sewer bills are calculated as follows:

\$55 for the first 2000 gallons
\$1.29 per gallon for the next 2001-25,001 gallons used.
\$1.54 per gallon for the next 25,001-50,000 gallons used.
\$1.80 per gallon for the next 50,001-100,000 gallons used.

City of Leander

Tap Fee is regardless of use and based off of water line size.

5/8"	\$1615
3/4"	\$2,422.50
1"	\$4,037.50
1 1/2"	\$8,075
2"	\$12,920

I did not get monthly use billing information from Leander.

City of Georgetown

While the City of Georgetown has not returned my call at the time of writing this information, online I was able to find the following information from October of 2015:

Tap fee is based off water line size:

5/8"	\$2,997
3/4"	\$2,997
1"	\$4,996
1 1/2"	\$9,989
2"	\$15,983

City of Bertram

\$1,000	Sewer Impact Fee
\$550	Sewer Tap Fee on a 1 inch water line

How do we fix the issue at hand? First and foremost, remove the LUE's completely. There should be a flat fee for a sewer tap for commercial similar to the way it is for residential. This is regardless of what type of business is involved.

My suggestion would be to charge the sewer rate directly off of water usage, which I believe would even things out and make for a viable business community.

Agenda Item
#8.g.

Planning Calendar for Cities and County

- July 25th – Deadline for the appraisal district to certify values to taxing units. (Aug 30th if granted by resolution of the Board of Directors)
- July 26th – Begin the calculation of effective and rollback tax rates.
- 8/5 – 72 hr notice published for meeting to discuss proposed tax rate (Open Meetings Notice).
- 8/8 – Meeting of the governing body to discuss the tax rate. If the proposed rate is equal to or lower than the calculated effective and rollback rate, publish form 50-818 prior to September 1st and schedule your charter-required hearings/meetings and adopt your proposed rate. If the proposed rate will exceed the effective or rollback rate (whichever is lower), schedule 2 required public hearings and the adoption of the tax rate. Publish form 50-819 to include those dates prior to September 1st. Budget Workshop.
- 8/15 – Send publication of form to newspaper.
- 8/18 – Publication of form 50-818 or 50-819 in local newspaper.
- 8/19 – 72 hr notice published for first public hearing (Open Meetings Notice).
- 8/22 – First public hearing. Budget Workshop, if necessary.
- 8/26 – 72 hr notice published for second public hearing (Open Meetings Notice).
- 8/29 – Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3 – 14 days from this date. Special Meeting!
- 9/9 – 72 hr notice published for meeting to adopt tax rate (Open Meetings Notice).
- 9/12 – Meeting to adopt tax rate. Meeting is 3 – 14 days after second public hearing. Public Hearing on Budget, 2) Adopt Budget 3) Adopt Tax Rate