



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, August 26, 2020 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a REMOTE Regular Meeting on the 26th day of August 2020 at 7:00 p.m., at which time the following items will be discussed, to-wit:

REMOTE ACCESS ONLY:

In accordance with the order of the Office of the Governor issued March 16, 2020, the City Council of the City of West Lake Hills will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19).

The public may participate in this meeting by dialing in to the following toll free number: (346) 248-7799, Meeting ID 845 6177 1485, Password: 387042

If you wish to speak during the meeting, please provide your name, phone number and the item number you wish to speak on to citysec@westlakehills.org by 1:00 P.M. on August 26, 2020

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing citysec@westlakehills.org. Comments must be received by 1:00 P.M. on August 26, 2020.

1. Call to Order
2. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each
3. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen

- a. Approval of the August 12, 2020 Regular Meeting Minutes
4. Administration Proclamation Recognizing Stan Graham's Impact and Legacy on the City of West Lake Hills
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
5. Administration Discuss and Consider Action to Rename the West Lake Hills Tree Fund to the Stan Graham Tree Fund for FY 2020-21 and Thereafter
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
6. Land Use **707 Bulian Lane:** Consideration of a Request to Release a Guy Wire Easement in Order to Construct a New Septic Field (West Lake Hills Code Sec. 36.01.017). Owners/Applicants Sheila & Ronald Paynter
 - a. Public Hearing: All persons wishing to speak for or against shall be heard.
7. Finance Public Hearing, Discussion and Possible Action on the Adoption of an Ordinance of the City of West Lake Hills Approving the Certified Appraisal Roll for the City and Adopting an Ad Valorem Tax Rate for Debt Service for the Fiscal Year 2020-21
 - a. Public Hearing: All persons wishing to speak for or against shall be heard.
8. Finance Discuss and Consider Action Regarding the Preparation of the Preliminary FY 2020-21 Budget
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
9. Administration Discussion and Update on Area Infrastructure Projects, including Ullrich Water Treatment Plant and Water District 10
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
10. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for:
 - a. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III

11. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the August 26, 2020 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, August 21, 2020 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Stephanie Mills, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request.

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

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, August 12, 2020 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Linda Anthony called the meeting to order at 7:06 p.m.

Members in attendance were Mayor Linda Anthony, Mayor Pro Tem Jim O'Connor, Councilmembers Rhonda McCollough, Brian Plunkett, Beth South and Darin Walker.

2. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each

Mayor Anthony opened the meeting for public comments. Hearing none, the public comment section was closed

3. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen
- a. Approval of the July 22, 2020 Regular Meeting Minutes
 - b. Public Safety Report for Q2 2020

Motion for Approval of the Consent Agenda as Listed made by Councilmember South with a second by Councilmember McCollough

Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

4. Public Safety Discussion Regarding Staffing for the Police Department

- a. Citizens Communications: All persons wishing to speak on this matter shall be heard

Chief Gerdes gave a presentation. No action was taken on this item

5. Finance Discuss and Consider Action Regarding the Preparation of the Preliminary FY 2020-21 Budget

- a. Citizens Communications: All persons wishing to speak on this matter shall be heard

Finance Officer Vonda Ragsdale gave a presentation on the proposed budget and the proposed tax rate. A public hearing date for the tax rate was set for August 26, 2020.

6. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for:
 - a. Consultation with City Attorney Regarding City Property Located at 110 Westlake Drive
 - b. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III

Council went into Executive Session at 7:35 p.m. and reconvened in Open Session at 7:40 p.m.

7. Adjournment

Motion to adjourn the meeting was made at 7:40 p.m. by Councilmember Walker with a second by Mayor Pro Tem O'Connor

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2020.



EASEMENT RELEASE REQUEST STAFF REPORT

AUGUST 26, 2020

Project Name: 707 Bulian Lane

Project Number: 16007

Agenda Item: **707 Bulian Lane:** Discussion/recommendation of a request to release a guy wire easement in order to construct a new septic field (West Lake Hills Code Sec. 36.01.017). Owners/Applicants Sheila & Ronald Paynter.

Applicant Information: Owners/Applicants Sheila & Ronald Paynter

Hearing Dates:

August 19, 2020	ZAPCO
August 26, 2020	City Council

Requested Action: Release a platted guy wire easement that has not been utilized in order to install a new septic field.

Location: The subject property is located west of Las Lomas Drive and east of Westbrook Drive. The rear property line abuts the City of Austin city limits and is also adjacent to the Woods Historical Cemetery Easement.

Zoning & Site Characteristics:

The subject property and surrounding neighborhood are zoned R-1 – One-Family Residential. The property is approximately 1.02 acres. There is currently an existing house on the property.

Background & Analysis:

A building permit application was approved by the City for a residential remodel at this address. Part of the remodel includes installation of a new septic tank and septic field. The proposed new septic field will encroach a platted guy wire easement on the property that is approximately 200sf and located at the rear of the property, abutting an overhead electric transmission line easement.

The homeowners, Sheila and Ronald Paynter, first discussed the easement release request with the City of Austin/Austin Energy and Travis County. Their correspondence is included in the packet, and it is indicated that the Paynters were instructed to process the easement release request through the City of West Lake Hills instead of City of Austin or Travis County.

The easement in question has never been used. The subject property was platted in 1989, and the existing home was constructed in 1992.

Traffic/Transportation

No additional traffic is anticipated.

Lighting

Outdoor lighting is not applicable.

Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

If approved, the subject easement will be released/vacated from the plat. After City Council approval, the easement release document will need to be filed with the Travis County Clerk's Office.

Comprehensive Planning Analysis

The request is in compliance with the Master Plan based on current and future land use.

Zoning & Planning Commission Recommendation:

During the August 19, 2020 ZAPCO meeting, the Commissioners recommended approval by a vote of 4 (for) – 1 (abstention due to technical difficulties, Commissioner Harwell was dropped out of remote meeting call).

Staff Recommendation:

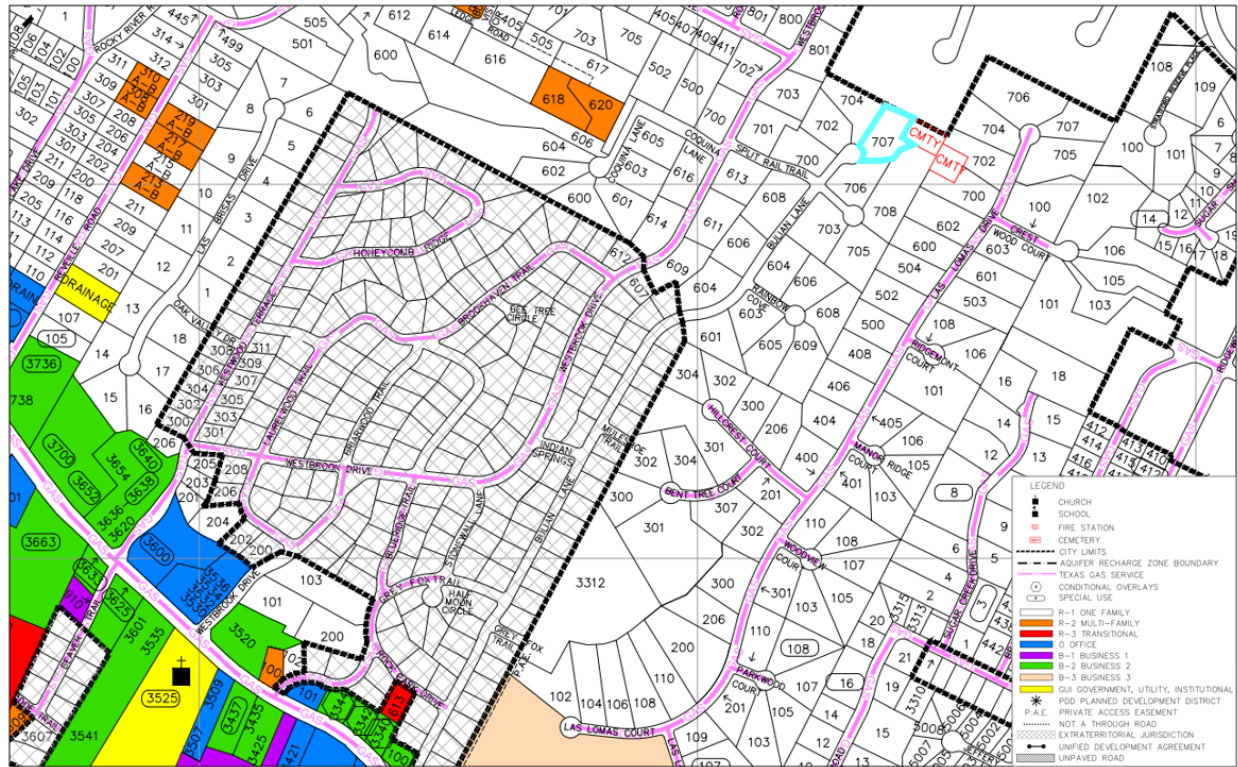
Staff recommends approval.

Links to Relevant Code:

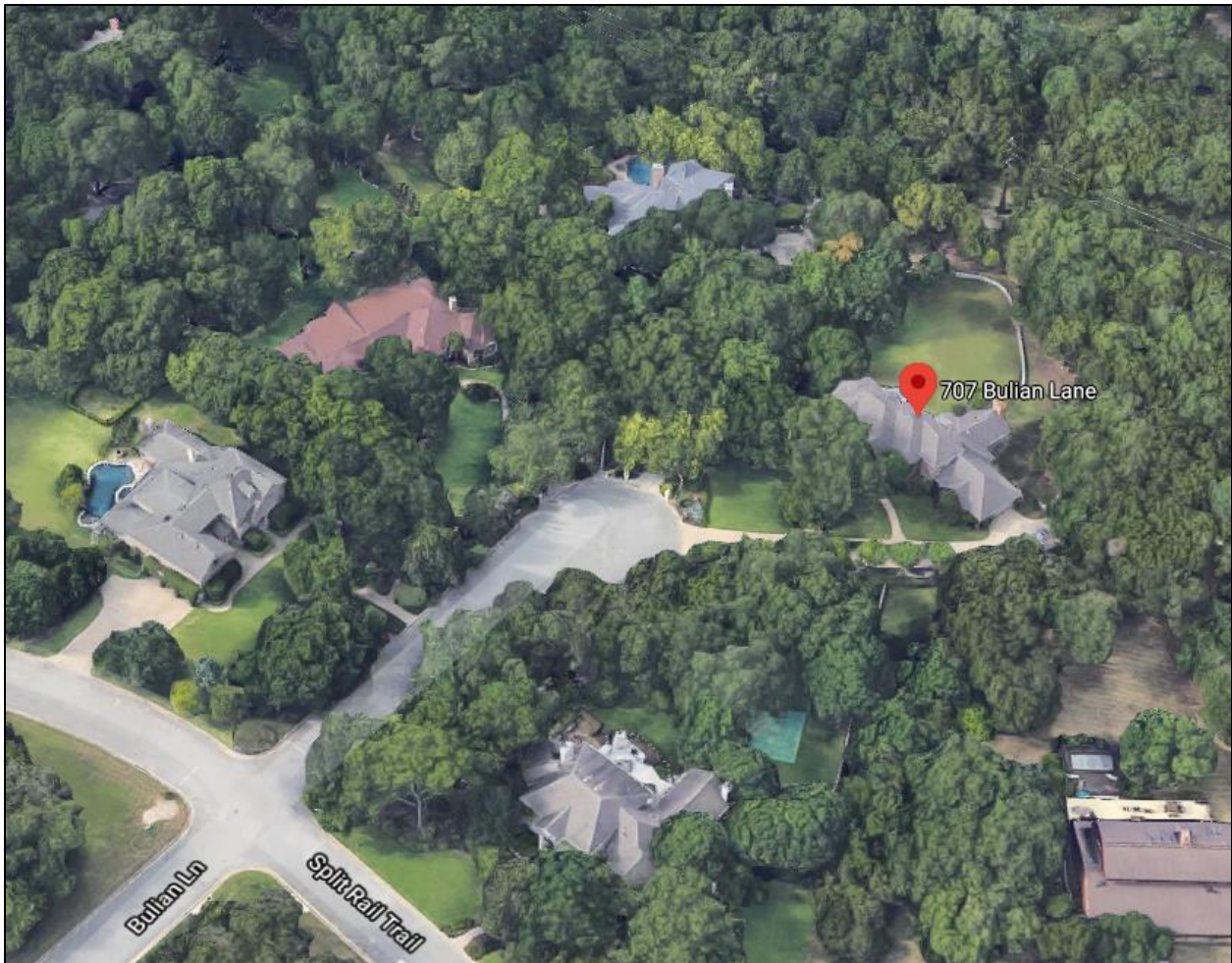
- [Sec. 36.01.017 Release of easement](#)

(Maps to follow)

Zoning:



Aerial:



CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, August 19, 2020 at 6:30 PM



1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Meisel called the meeting to order at 6:36 p.m. Members in attendance were ZAPCO Chairman Robert Meisel, Vice-Chairman Jim Pledger, Commissioners

2. Administration Executive Session: An Executive Session may be held in accordance with the authority contained in Texas Government Code, section 551.071 for:
 - a. Consultation with City Attorney regarding legal duties and responsibilities of ZAPCO Commissioners.

Commissioner goes into Executive Session at 6:38 p.m.

Returns at 6:50 p.m.

3. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.
 - a. Approval of the July 15, 2020 Regular Meeting Minutes.

LM MOVES TO APPROVE. BV SECONDS.

4. Land Use 437 Brady Lane: Discussion/recommendation of a variance application for three (3) variances in order to construct an outdoor patio/landscaping project: 1) Increase impervious cover from 40% to 43%; 2) Building and roof eave encroachment into the side setback; 3) Tree and vegetation removal for the encroachment into the 1/2 critical root zone of Tree # 975 - 17" Live Oak (West Lake Hills Code Sections 22.03.281 and 22.03.304). Applicants/Owners Allyson & Michael Marshall.
 - a. Staff Briefing

AN gives the staff briefing.

Staff Recommendation: Denial for lack of hardship.

b. Presentation by applicant

Mike Marshall is the applicant and guides the Commissioners through the modifications with slides.

The hardship is protecting the oak trees (#975 and #976). Option two is the preferred option.

c. Public Hearing: All persons wishing to speak for or against shall be heard.

closed

d. Deliberation and Action

Commissioner Vandersteel: I appreciate they pushed the patio away from the property line. The hardship is the tree in the buildable area.

Commissioner Vaughan: Neighbors are in support.

Commissioner Maccini: I appreciate the work that has been done on this. The problem is you're wanting too much on a small lot and I don't see that as a hardship. I like Option two.

JAMES VAUGHAN MOVES TO RECOM APPROVAL OPTION TWO. BV
SECONDS. UNANIMOUS APPROVAL.

5. Land Use 2 Hull Circle: Discussion/recommendation of a variance application for four (4) variances in order to remodel an existing residence: 1) building encroachment into the front setback - carport; 2) building encroachment into a setback - building addition; 3) excavation greater than 18" in a setback; 4) construct a new residential driveway less than the 12ft required minimum width (West Lake Hills Code Sections 22.03.281, 22.03.170, and 22.03.175). Owners/Applicants Katherine & Michael Alexander.

a. Staff Briefing

AN spoke with the applicant about it being moved forward without recommendation.

b. Presentation by applicant

Michael Alexander asks for clarification.

Chairman Meisel states the public needs to be noticed on any changes to the application. I have the authority to say this application is incomplete and doesn't show a hardship. You can make your pitch to BOA. The alternative is to withdraw. I would recommend a refund

of your fees. Either go forward with a recommendation of denial or withdraw and come back with a new application.

Michael: If the revisions I submitted are very close to what I submitted today, it's about two feet of difference?

Chairman Meisel: If it changes it must be noticed to the public for the opportunity to review.

Michael: I can go to BOA on September 9th?

Chairman Meisel: I will rule from the dias for denial with lack of hardship.

AN: Move it forward without a recommendation. ZAPCO can only postpone an item once.

Michael: I just wanted to make sure I understood that correctly.

c. Public Hearing: All persons wishing to speak for or against shall be heard.

d. Deliberation and Action

6. Land Use 2 Downie Place: Discussion/recommendation of a request to partially release a drainage easement in order to construct a storage area (West Lake Hills Code Sec. 36.01.017). Owner/Applicant William Wiese.

a. Staff Briefing

AN gives staff briefing. A previously released was approved back in 2014.

Staff Recommendation: (1) conditionally approval with drainage study prior to drainage release (2) consider denial due to the drainage concerns.

Jim Pledger has questions about the process of getting it recorded with the county. There are issues that have been raised and we're talking about conditionally approving this.

b. Presentation by applicant

Tracy Bratton is the engineer and describes the request.

Channing Wiese and husband Bill are the property owners. We believe the area released does not impact drainage.

c. Public Hearing: All persons wishing to speak for or against shall be heard.

Phyllis lives on West Spring and states water does come through that easement. I'm not

opposed to approval but I'd like to know that any heavy rain wouldn't 'be an issue on our property.

Closed the PH.

d. Deliberation and Action

Bill Vandersteel: Which way does it flow?

Tracy Bratton: NW to SE. That easement is 60' wide.

Laurie Maccini wants to make sure there is not going to cause any harm down the road.

BV MOVES APP BASED ON CONDITION ON OPTION ONE AND A REPORT IS RECEIVED AND APPROVED BY THE CITY. JAMES VAUGHAN SECONDS.

Jim Pledger: I recommend we amend that he say the application not be released until the city engineers have concluded with the report.

AN: I will make sure the city sec and mayor won't sign until we get an all clear from the city engineer.

BV WITHDRAWS THE MOTION.

JIM PLEDGE MOVE THAT WE REQUEST A POSTPONEMENT UNTIL THE REPORT IS FINISHED AND THE CITY ENGINEER HAS APPROVED IT.

Bill Wiese requests to PP to September meeting.

7. Land Use 707 Bulian Lane: Discussion/recommendation of a request to release a guy wire easement in order to construct a new septic field (West Lake Hills Code Sec. 36.01.017). Owners/Applicants Sheila & Ronald Paynter.

a. Staff Briefing

AN gives the staff briefing. This is a guy wire easement but no utilities are in the easement.

Staff Recommendation: Approval.

b. Presentation by applicant

Ron Paynter is the applicant. 10 x 20. The house was built in 1992. Austin Energy has given their approval.

c. Public Hearing: All persons wishing to speak for or against shall be heard.

Closed the PH.

d. Deliberation and Action

JAMES VAUGHN MOVES TO APP. BV SECONDS. UNANIMOIS APPROVAL.

8. Adjournment. Chairman Robert Meisel.

MEETING IS ADJ. AT 7:57 P.M.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.



City of West Lake Hills
Received
JUL 27 2020

EASEMENT RELEASE APPLICATION

Date Received: 7/27/20 Received By: [Signature]
Amount Due \$ 400.00 Date Payment Received: 7/27/20
Admin Complete Date: _____ Permit No: 16007

****All applications and supporting documents should be submitted electronically to pzsec@westlakehills.org and planner@westlakehills.org****

APPLICANT INFORMATION

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Property Owner: Ronald C and Sheila H Paynter Phone: 512-750-5229, 512-695-9174

Email: [Redacted]

Address: 707 Bulian Lane City: West Lake Hills State: Tx Zip: 78746

Agent*: _____ Phone: _____

Email: _____

Address: _____ City: _____ State: _____ Zip: _____

**Please submit Power of Attorney form designating authorized agent.*

EASEMENT INFORMATION

Description of Area to be Released:

Property Address: 707 Bulian Lane

Subdivision Name: Rainbow's End Estates Section 2

Block: _____ Lot: #7 Tax Parcel ID: 521121

Recorded in: Volume #: 88 Page #: 189-192 Instrument #: _____

Current Zoning Classification: Residential Total Lot Area: 1.02 acres

Total area of easement release: 200 square feet

Is this a full easement release or partial release? Full

Type of easement to be released: Guy wire



EASEMENT RELEASE APPLICATION

Briefly describe purpose of release:

The house was built in 1992. The guy wire easement identified in the original plat has never been used. Austin Energy has given their approval for release pending official approval from the City of West Lake Hills. Our intent is to utilize this area to install a new septic field.

AUTHORIZATION & ACKNOWLEDGEMENT

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below is signed by the authorized agent of said property, the signature of the property owner must be included below or consent must be attached (Power of Attorney Form).

Signature _____

Date _____

Printed Name _____

APPLICATION CHECKLIST

Application Requirements (refer to City Code Sec. 36.01.017):

- ☒ Completed, signed application
- ☐ Power of Attorney form, if applicable
- ☒ A copy of the instrument granting the easement (either the plat showing the easement, or a separate document recorded in the official records of Travis County)
- ☒ Proof of ownership of subject property
- ☒ Letter addressed to the chair of the Zoning & Planning Commission
- ☒ Metes and bounds description and sketch of the easement or portion of the easement to be released, prepared by a registered surveyor (the portion to be released should be cross-hatched)
- ☒ An explanation of the purpose of the release requested
- ☒ Signatures/approvals by each of the applicable entities authorized to use the easement agreeing to the requested easement release
- ☒ Payment of application fees (including public notification fees) by check or credit card (refer to Appendix A: Fee Schedule in the Code of Ordinances for current fees). Call 512-327-3628 to pay by credit card or mail or drop off a check
- ☐ Other applicable information as required by staff



EASEMENT RELEASE APPLICATION

APPROVAL PROCESS & PROCEDURES

Public Hearings

Easement release applications are considered by the Zoning and Planning Commission (ZAPCO), which meets on the third (3rd) Wednesday of the month and the City Council, which meets the second (2nd) and fourth (4th) Wednesdays of the month. All meetings are held in the Council Chambers at City Hall, 911 Westlake Drive at 6:30pm (ZAPCO) and 7:00pm (City Council). The agendas and meeting packets are posted on the City website the Friday before the meeting.

Public Notices

All public notices are handled by staff. Letters are sent to neighbors within 200' of the subject property for residential projects and within 300' of the property for commercial projects no later than ten (10) days before the ZAPCO meeting.

Application Deadlines

Applications are due thirty (30) days prior to the next ZAPCO meeting. In some circumstances it may be possible to receive an extension by contacting planner@westlakehills.org

Complete Application

An application must be considered complete by staff before the easement request will be scheduled for hearings and prior to sending public notices. Information required in the Application Checklist per Sec. 36.01.017 of the City of West Lake Hills Code of Ordinances must be submitted in addition to the required fees for the application to be considered complete.

STAFF NOTES

For Completion by Staff Only

Date public notification letters mailed: _____

Date of ZAPCO Hearing: _____

ZAPCO Recommendation: _____

Date of City Council Hearing: _____

City Council Action: _____

Notes:

Zoning & Planning Commission Chair

7/25/20

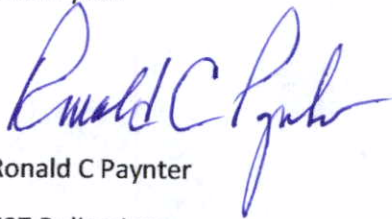
City of West Lake Hills

911 Westlake Dr.

West Lake Hills, Tx 78746

Subject: Easement Release Application

As the owner of the property located at 707 Bulian Lane, West Lake Hills, Texas 78706 with the legal description of Lot 7 of Rainbow End Estates, section A subdivision in the county of Travis Texas, of record in Plat Book/Vol at pages 189 thru 192 of the plat records of Travis County, Texas, I am hereby requesting an entire release of a 10'x 20' guy wire easement located on said property. The house was built in 1992 and there is an overhead electrical transmission line running parallel to the back-property line with an easement dedicated for a guy wire as indicated on the original PLAT, that has never been erected. If officially approved (Austin Energy has given initial approval) our intent is to use this area to construct a new septic field. Thank you for your consideration and understanding and I have attached the easement release application and all required information requested in the application packet. Thank you.



Ronald C Paynter

707 Bulian Lane

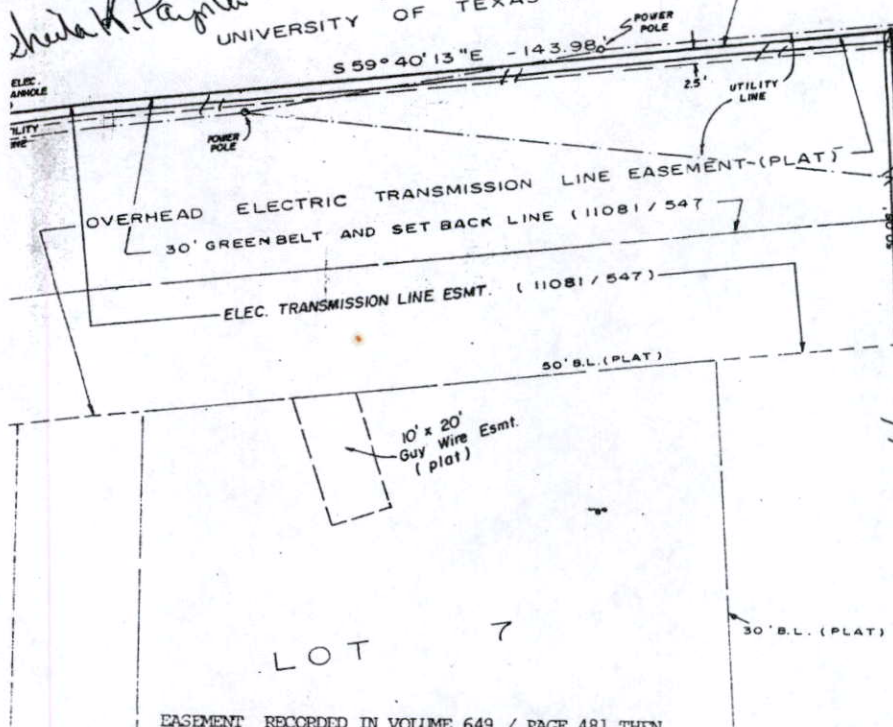
West Lake hills, Texas 78746

512-750-5229

Sheila H. Paynter 6/8/01

UNIVERSITY OF TEXAS (244/77)

(4993/512, PLAT)



LOCAL ADDRESS: 707 BULIAN LANE
REFERENCE NAME: RONALD C. PAYNTER AND SHEILA H. PAYNTER
LEGAL DESCRIPTION: LOT 7 OF "RAINBOW'S END ESTATES, SECTION A SUBDIVISION IN THE COUNTY OF TRAVIS, OF RECORD IN PLAT BOOK/VOL AT PAGES 189 THRU 192 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

ALL TERMS, CONDITIONS, PROVISIONS AND EASEMENTS OF THAT CERTAIN BOUNDARY AND QUITCLAIMS DATED OCTOBER 31, 1988 RECORDED IN VOLUME 10822 / PAGE 2, MODIFIED BY VOLUME 11081 / PAGE 5 THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

NOTE: EVIDENCE OF DIRT ROAD ALONG THE NORTHWESTERLY PROPERTY LINE NO LONGER EXISTED AT THE TIME OF THIS SURVEY.

RESERVATION OF EASEMENTS FOR UTILITY CONSISTING OF 7.5 FEET IN WIDTH ALONG AND ON EITHER OR BOTH SIDES OF LOT 1 AND EASEMENTS FOR INGRESS AND EGRESS UTILITY MAINTENANCE AND INSTALLATION AS SET OUT IN RESTRICTIONS RECORDED VOLUME 10489 / PAGE 652 AND VOLUME 1 PAGE 1208 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
S 57°22'08"E - 60.00'

EASEMENT RECORDED IN VOLUME 649 / PAGE 481 THEN CONVEYED TO L.C.R.A. IN VOLUME 1487 / PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND EASEMENT RECORDED IN VOLUME 649 / PAGE 468 THEN CONVEYED TO L.C.R.A. IN VOLUME 1487 / PAGE 245 & BEING AFFECTED BY INSTRUMENT RECORDED IN VOLUME 11168 / PAGE 1323 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND EASEMENT RECORDED IN VOLUME 655 / PAGE 374 & BEING AFFECTED BY INSTRUMENT RECORDED IN VOLUME 11220 / PAGE 502 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO NOT AFFECT THIS TRACT.
(STATEMENT ADDED TO THIS SURVEY 02/10/94)



NORTH

SCALE 1"=20'

- o - IRON PIN FOUND
- - - CHAIN LINK FENCE
- - - IRON RAIL FENCE
- - - WOOD FENCE

STATE OF TEXAS 1" TO THE COUNTY OF TRAVIS I HOLDERS AND OWNERS OF

PREMISES SURVEYED AND TO THE TITLE COMPANY OF AUSTIN, INC. & COMMONWEALTH LAND INSURANCE COMPANY & CHASE MANHATTAN PERSONAL FINANCIAL SERVICES, INC. & RONALD C. PAYNTER & SHEILA H. PAYNTER

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY THIS DAY MADE ON THE GROUND OF THE TRACT LEGALLY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT TRACT HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN F

FLOOD INFORMATION: I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD. FLOOD HAZARD BOUNDARY MAP DATED 0 COMMUNITY-PANEL NUMBER: 48453C0205 E / ZONE: X

Les Gordon Stearns, Inc.

SURVEY DATED: 02/17/94
L. GORDON STEARNS / REGISTERED PROFESSIONAL LAND SURVEYOR / NO. 4649
STEARNS AND ASSOCIATES, INC. / 11303 TEDFORD STREET / AUSTIN, TEXAS /
JOB NUMBER: 11779

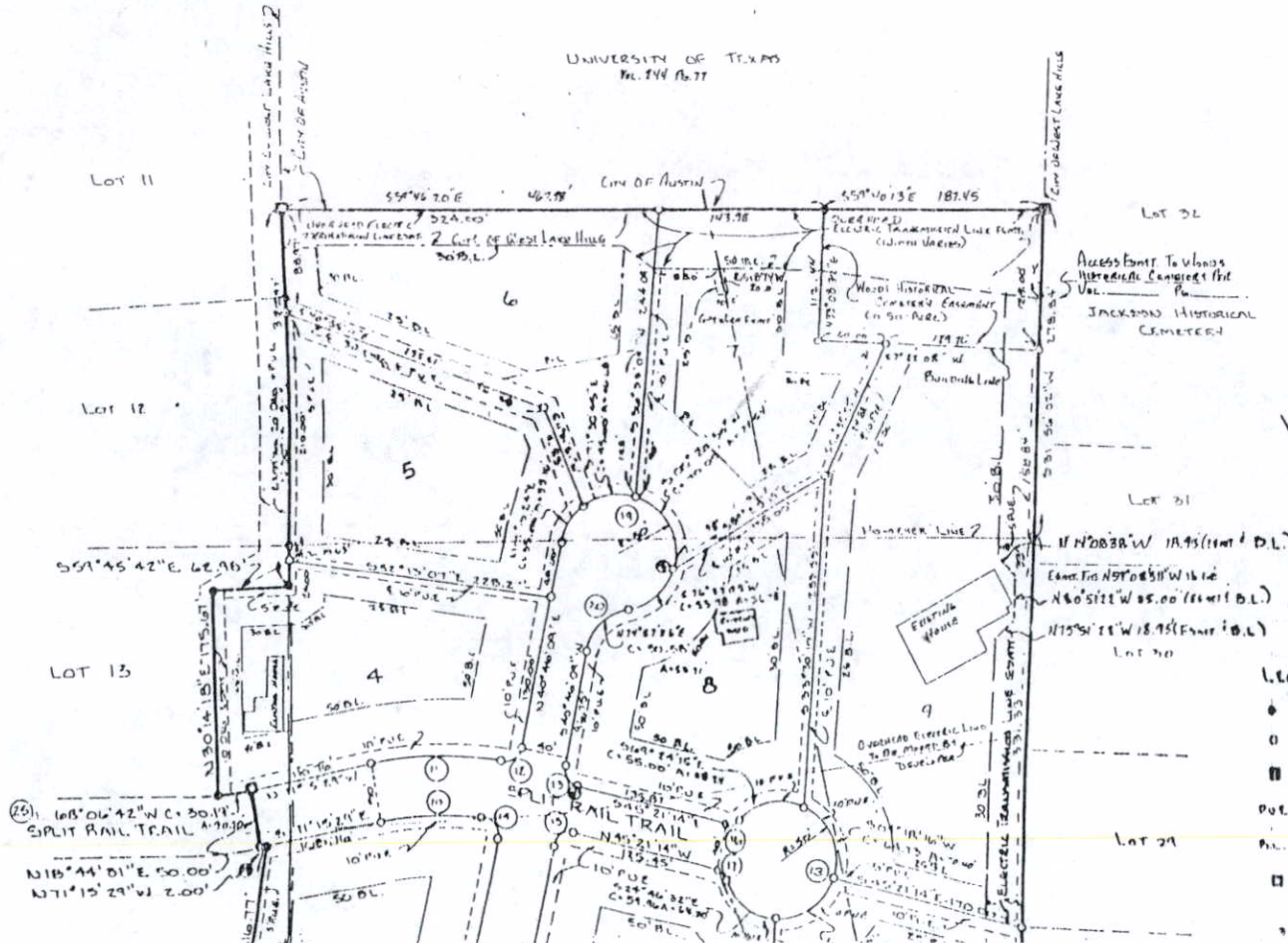
03/88

RAINBOW'S END ESTATES SECTION TWO

06/88

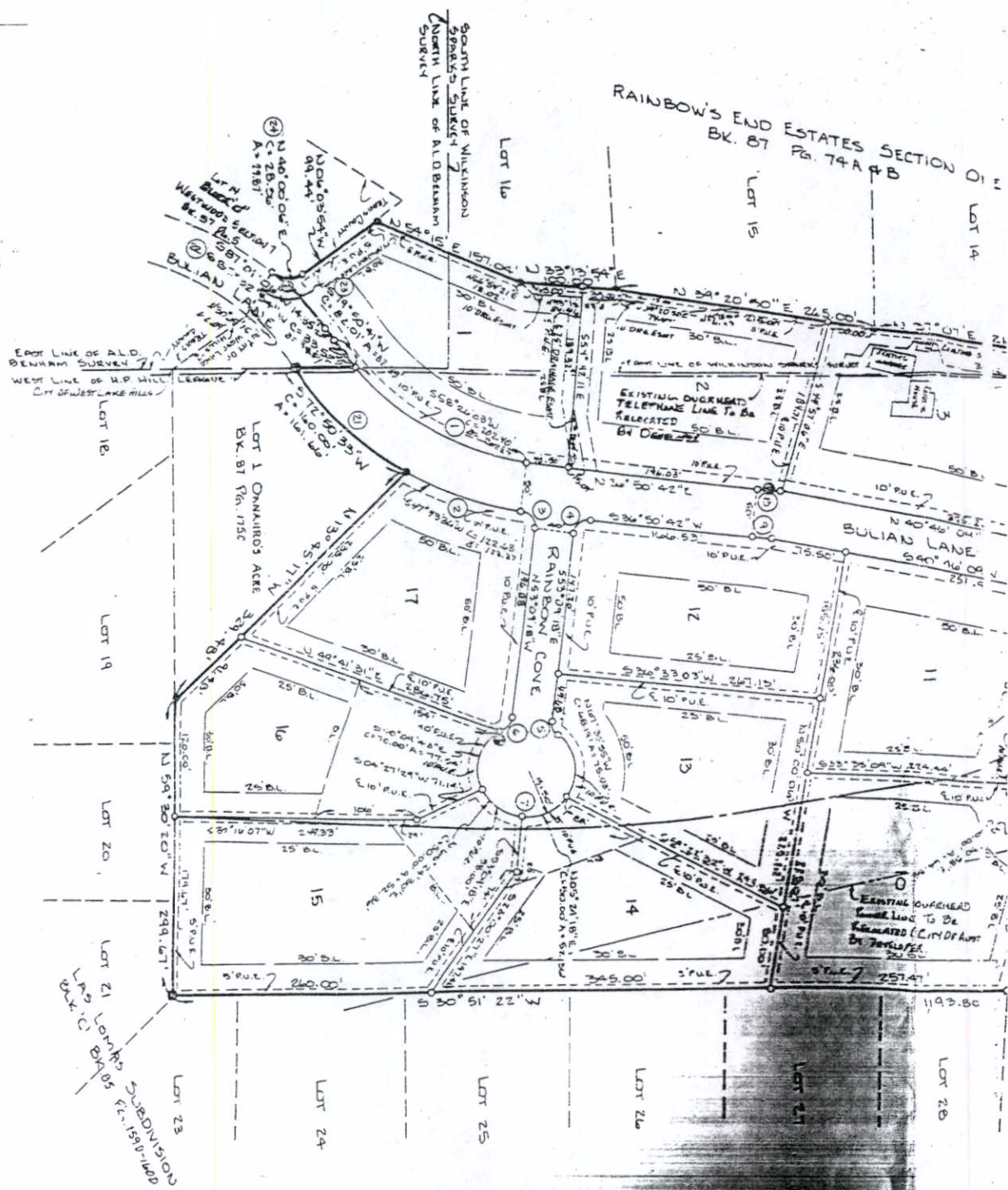
LOT NUMBER	AREA (ACRES)
1	1.08
2	1.00
3	1.37
4	1.02
5	1.01
6	1.17
7	1.02
8	1.01
9	1.97
10	1.29
11	1.28
12	1.00
13	1.00
14	1.02
15	1.32
16	1.04
17	1.05

AREA FOR LOTS 19.60-ACRES
AREA FOR CEMETERY 0.50-ACRE
AREA FOR ROADWAY 2.24-ACRES
TOTAL AREA 22.36-ACRES



- LEGEND:
- Iron Pin Found
 - Iron Pin Set
 - Concrete Monument Found
 - Public Utility Easement
 - Boundary Line
 - Concrete Monument Set Through Town Pin or Pipe
 - Iron Pin Found

88/190



88/190

Return To:

CHASE MANHATTAN MORTGAGE CORPORATION
1500 N. 19TH STREET
MONROE, LA 71201
ATTENTION: POST CLOSING

Prepared By: PATTY DUNN

[Space Above This Line For Recording Data]

DEED OF TRUST

52008014
1520080140

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 26, 2003, together with all Riders to this document.

(B) "Borrower" is RONALD C PAYNTER, and spouse
SHEILA H PAYNTER

Borrower is the grantor under this Security Instrument.

(C) "Lender" is CHASE MANHATTAN MORTGAGE CORPORATION

Lender is a CORPORATION
organized and existing under the laws of the State of New Jersey

TEXAS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01

VMP -6(TX) (0005)

Page 1 of 16

Initials:

SH *RP*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 343 THORNALL STREET
EDISON, NEW JERSEY 08837
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is CHARLES A BROWN 4620 FAIRMONT

PKWY, #108, PASADENA, TX 77504 . Trustee's address is

(E) "Note" means the promissory note signed by Borrower and dated June 26, 2003
The Note states that Borrower owes Lender

Three Hundred Twenty-Two Thousand, Seven Hundred and 00/100ths
(U.S. \$ 322,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 1, 2018

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of TRAVIS :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 7, RAINBOW'S END ESTATE, SECTION TWO, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 88, PAGE 189, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Parcel ID Number: 01111108050000
707 BULIAN LANE
AUSTIN

which currently has the address of

[Street]

[City], Texas 78746

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with



RONALD C PAYNTER
52008014 / 1520080140
06/26/03

CHASE MANHATTAN MORTGAGE CORPORATION
9020 CAPITAL OF TEXAS HWY NORTH, I-170
AUSTIN, TEXAS 78759

FEDERAL TRUTH IN LENDING STATEMENT

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.79%	\$ 129,976.74	\$ 321,835.00	\$ 451,811.74

Your Payment Schedule will be: (No. means Number of Monthly Payments at amount shown)

NO.	AMOUNT	DATE DUE	NO.	AMOUNT	DATE DUE	NO.	AMOUNT	DATE DUE
		MONTHLY BEGINNING			MONTHLY BEGINNING			MONTHLY BEGINNING
179	\$ 2,510.06	08/01/03						
1	\$ 2,511.00	07/01/18						

Variable Rate Feature:

☐ This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

Security: You are giving a security interest in certain real property located at:

707 BULIAN LANE, AUSTIN, TX 78746

Late Charge: If your payment is delinquent for 15 days or more, you will pay a late charge of 5 % of the payment in accordance with the terms of your note.

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☐ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☒ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

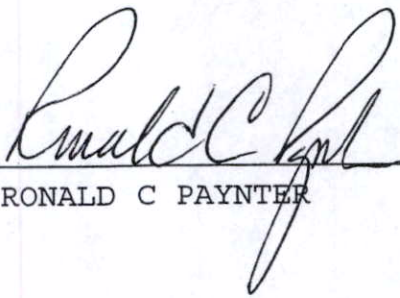
28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

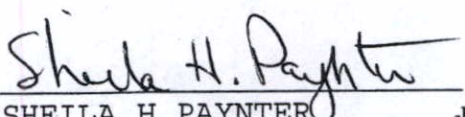
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
RONALD C PAYNTER -Borrower


(Seal)
SHEILA H PAYNTER -Borrower

(Seal)
-Borrower

STATE OF TEXAS

County of TRAVIS

Before me BELINDA GARZA on this day personally appeared

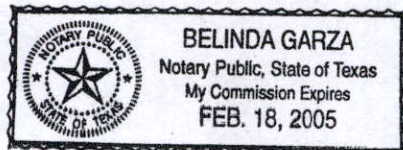
RONALD C PAYNTER, and spouse
SHEILA H PAYNTER

known to me (or proved to me on the oath of
or through TR DC) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 26th day of June, 2003

(Seal)

[Signature]
Notary Public



My Commission Expires:

VMP-6(TX) (0005)

Page 16 of 16

Initials: SLP
RCP

Form 3044 1/01

RENEWAL AND EXTENSION EXHIBIT

TO BE ATTACHED TO THE DEED OF TRUST

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

See attached Renewal & Extension Continuation

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

Initials: SUP Rep

Renewal and Extension Exhibit (Texas)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliancesource.com

(page 1 of 1 pages)

04505TX 08/98 Rev. 07/99

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RENEWAL & EXTENSION EXHIBIT CONTINUED

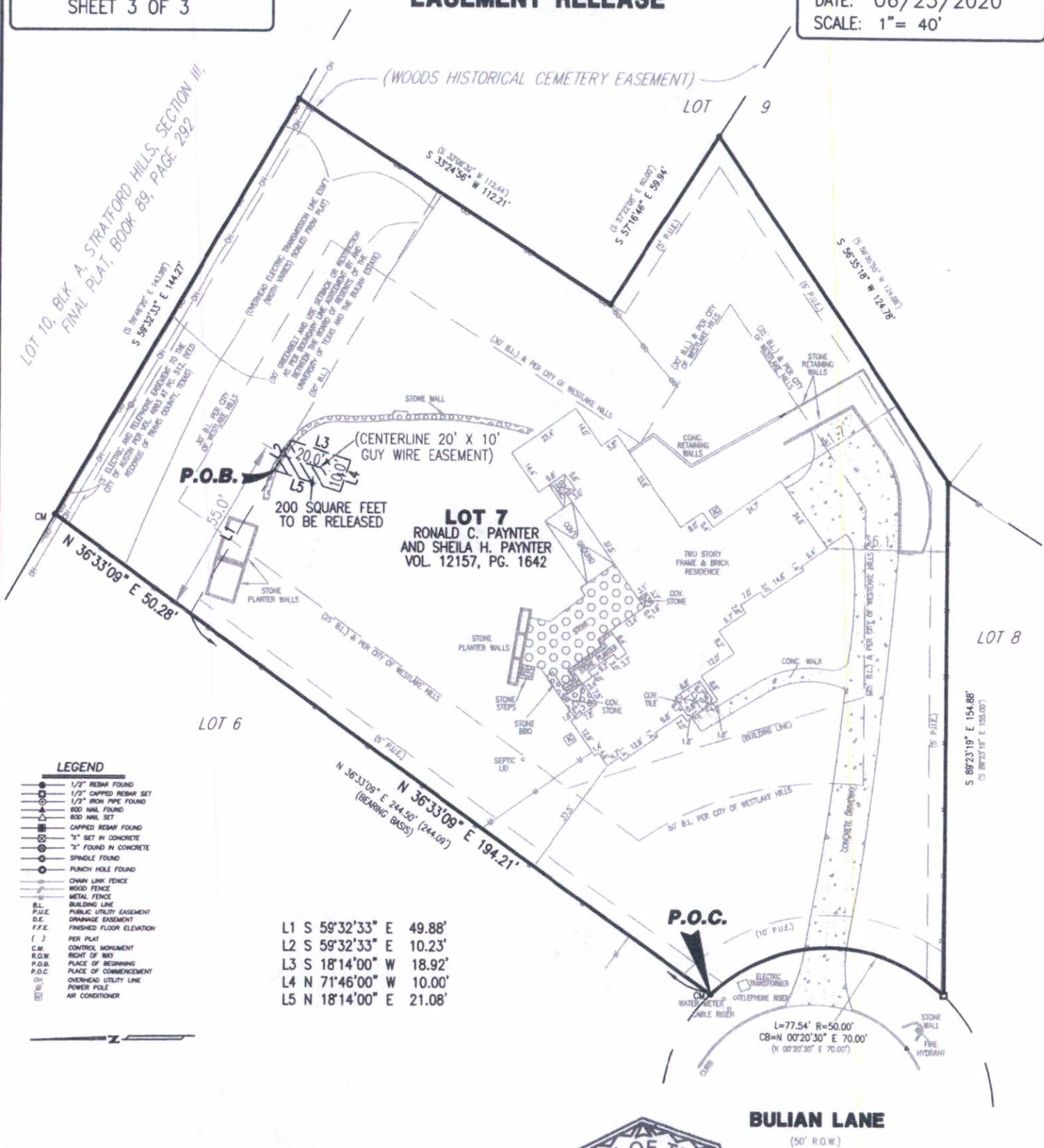
Residential Construction Note and Residential Construction Contract in the amount of \$ 43,334.28 executed by RONALD C. PAYNTER and SHEILA H. PAYNTER payable to the order of THRESHER CO., INC. securing the property described thereon, and is or will be filed of record in the Real Property Records of Travis County, Texas.

DEED OF TRUST EXECUTED BY RONALD C. PAYNTER AND SHEILA H. PAYNTER, TO CHARLES A. BROWN, TRUSTEE, DATED JUNE 8, 2001, FILED FOR RECORD ON JUNE 14, 2001 IN THE OFFICIAL RECORDS OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, UNDER INSTRUMENT FILE NUMBER 2001096170, SECURING THE PAYMENT OF ONE NOTE OF EVEN DATE THEREWITH IN THE PRINCIPAL SUM OF \$275,000.00, DUE AND PAYABLE TO CHASE MANHATTAN MORTGAGE, CORP AND BEARING INTEREST AS PROVIDED; AND ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

DEED OF TRUST EXECUTED BY RONALD C. PAYNTER AND SHEILA H. PAYNTER, TO CHARLES A. BROWN, TRUSTEE, DATED JUNE 8, 2001, FILED FOR RECORD ON JUNE 14, 2001 IN THE OFFICIAL RECORDS OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, UNDER INSTRUMENT FILE NUMBER 2001096171, SECURING THE PAYMENT OF ONE NOTE OF EVEN DATE THEREWITH IN THE PRINCIPAL SUM OF \$34,530.00, DUE AND PAYABLE TO CHASE MANHATTAN MORTGAGE, CORP AND BEARING INTEREST AS PROVIDED; AND ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

SHEET 3 OF 3

JOB #: B0606120_ER
DATE: 06/23/2020
SCALE: 1"= 40'



B & G SURVEYING, LLC

FIRM REGISTRATION NO. 100363-00
WWW.BANDGSURVEY.COM
 1404 West North Loop Blvd.
 Austin, Texas 78756
 Office 512*458-6969



I, Victor M. Garza, Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing metes and bounds description and sketch were based on an on the ground survey.

EXHIBIT " A-1 "
200 SQUARE FEET

RELEASE OF
10' x 20' GUY WIRE EASEMENT

BEING 200 SQUARE FEET OF LAND, OUT OF LOT 7, RAINBLOW'S END ESTATES, SECTION TWO, A SUBDIVISION SITUATED IN TRAVIS COUNTY, TEXAS AS RECORDED IN VOLUME 88, PAGES 189-192, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING OUT OF A TRACT OF LAND CONVEYED TO RONALD C. PAYNTER AND SHEILA H. PAYNTER BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 12157, PAGE 1642, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 200 SQUARE FEET BEING ALL OF THAT 10' x 20' GUY WIRE EASEMENT (GE) RESERVED OUT OF SAID LOT 7 AS DEPICTED IN SAID VOLUME 88, PAGES 189-192, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 200 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rebar found in the east line of Bulian Lane, said point being the common south corner of said Lot 7 and Lot 6 of said Rainbow's End Estates, Section Two;

THENCE N 36°33'09" E (Bearing Basis), along southeast line of said Lot 6 and northwest line of said Lot 7, a distance of 194.21 feet to a point, from which the northeast corner of said Lot 6 and the northwest corner of said Lot 7 bears N 36°33'09" E, a distance of 50.28 feet;

THENCE S 59°32'33" E, over and across said Lot 7, a distance of 49.88 feet along the southern line of a fifty (50) foot greenbelt and use setback or restriction as per boundary line agreement by and between the Board of Regents of the University of Texas and the Bulian Estate to a point at the northwestern corner of said GE for the **PLACE OF BEGINNING** hereof;

THENCE S 59°32'33" E, continuing over and across said Lot 7, a distance of 10.23 feet along said southern line of said fifty (50) foot greenbelt and use setback to a point for the northeast corner hereof;

THENCE S 18°14'00" W, leaving said southern line of said fifty (50) foot greenbelt and use setback, continuing over and across said Lot 7, a distance of 18.92 feet to a point for the southeast corner hereof;

THENCE N 71°46'00" W, continuing over and across said Lot 7, a distance of 10.00 feet to a point for the southwest corner hereof;

THENCE N 18°14'00" E, continuing over and across said Lot 7, a distance of 21.08 feet to the **PLACE OF BEGINNING** hereof and containing 200 square feet, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.

Anjali Naini

From: Sheila Paynter [REDACTED] >
Sent: Thursday, July 23, 2020 12:32 PM
To: Anjali Naini
Cc: Ron Paynter
Subject: FW: Easement Release Application/707 Bulian Lane

Follow Up Flag: Follow up
Flag Status: Flagged

Anjali,

We have a small guy wire easement in our backyard for a power pole that is just inside our property line at the back of our house. Our house was built in 1991/1992 and there has never been a guy wire on the easement. The guy wire is on the back of the pole and on the land behind our lot. We were told to contact Austin Energy and they told us to contact City of Austin. After dealing with City of Austin and sending them all the information they requested and having a survey done for them as requested, they told us that we needed to contact Travis County. We did that and was told by Travis County that we are in Westlake Hills and they would have to release the easement. We told City of Austin in the beginning that we were in Westlake Hills not COA but was told to go through COA. Then they finally told us to go to Travis County.

This is the email chain Ron sent and received in regards to releasing the buy wire easement in the back of our property. Please let us know what needs to be done to get the easement released and vacated from our lot at 707 Bulian Lane.

Thank you again for all of your help.

Sheila Paynter
Wilson & Goldrick Realtors
512.695.9174 (cell)
512.328.0022 (office)
[REDACTED]

From: Ron Paynter [REDACTED] >
Date: Tuesday, July 21, 2020 at 12:45 PM
To: 'Sheila Paynter' [REDACTED] >
Subject: FW: Easement Release Application

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Monday, July 20, 2020 7:37 AM
To: Ron Paynter <[REDACTED]>
Cc: CLMD Land Management <LandManagement@austintexas.gov>
Subject: RE: Easement Release Application

Mr. Paynter,

I think the confusion on my side was Wendi approving the “potential” release. I should have read closer your email dated June 8, 2020. If I had known then more about the property profile and it’s different layers I would have stopped and looked more closely. I was relying on Austin Energy to have confirmed rights. I think Wyndi simply looked through her lens of “does AE need a guy wire at this property” and the answer appears to have been “no” thus she sent an email stating AE would agree to release. Again, I apologize that neither Wendi nor I stopped to confirm what jurisdiction your home was in. I understand you pointed this out several times. I do think that either entity Westlake Hills or Travis County may have you check with the City to get confirmation that the City does not have need for the guy wire so at least you are a step ahead on this one box to check.

Mashell

From: Ron Paynter <[REDACTED]>
Sent: Sunday, July 19, 2020 12:50 PM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: FW: Easement Release Application

Mashell, here is the email trail I referred to in my prior email where you directed me to work through the COA?

From: Ron Paynter <[REDACTED]>
Sent: Friday, June 26, 2020 3:40 PM
To: 'Smith, Mashell' <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

Thanks and yes I have set up an account just waiting for it to get activated. Thanks

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Friday, June 26, 2020 1:21 PM
To: Ron Paynter <[REDACTED]>
Subject: RE: Easement Release Application

Send an email to landmanagement@austintexas.gov

She will get with you ~ have you also set up an account in A, B + C ?

<https://abc.austintexas.gov/web/permit/index>

I’m available as well ~ I believe you have my cell number.

From: Ron Paynter [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Friday, June 26, 2020 9:04 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

Mashell, I have the survey and all the documents to move forward. Please let me know how I can get in touch with Jenny King. Thanks

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Monday, June 8, 2020 12:41 PM
To: [REDACTED]
Subject: RE: Easement Release Application

Yes please work with Jenny King with the City of Austin. Can you start an account with A, B + C connect? How long have they quoted you to get a survey of the easement to be released?

From: [REDACTED]
Sent: Monday, June 8, 2020 12:14 PM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: Re: Easement Release Application

Yes, Wendi approved the release but did not say anything about the COA inheriting the easement. Do I move forward with the application with you and the COA?

Sent from my iPhone

On Jun 8, 2020, at 11:48 AM, Smith, Mashell <Mashell.Smith@austintexas.gov> wrote:

This is the guy wire easement right? The City inherited it ~ didn't Wendy confirm that? If so then it will need to go through COA easement release process and will be recorded of record with Travis County.

From: [REDACTED]
Sent: Monday, June 8, 2020 11:21 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: Re: Easement Release Application

I do not live in Lost Creek. My address is 707 Bulian Lane, West Lake Hills 78746

Sent from my iPhone

On Jun 8, 2020, at 8:34 AM, Smith, Mashell <Mashell.Smith@austintexas.gov> wrote:

Ron,

I'm sorry I field a lot of "these" emails/calls. Aren't you the gentleman that has the house in Lost Creek? If so, Lost Creek was annexed by the City of Austin a couple of years ago. The easement release document would be filed with Travis County. If you are not the person in Lost Creek can you remind me of your address?

Thank you,
Mashell

From: Ron Paynter <[REDACTED]>
Sent: Monday, June 8, 2020 8:30 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

*** External Email - Exercise Caution ***

Thanks for all the information. Just to be sure, the property is in West Lake Hills and not in the city of Austin. Do we still file with the city or do we file with Travis County?

From: Smith, Mashell <Mashell.Smith@austintexas.gov>

Sent: Friday, June 5, 2020 11:48 AM

To: Ron Paynter <[REDACTED]> CLMD Land Management
<LandManagement@austintexas.gov>

Subject: FW: Easement Release Application

Ron,

Here is the email I said the team member that processes easement releases distributes. I did clarify that the Deed of Trust is the conveyance instrument. It would be helpful to also have a copy of the lien release but it certainly isn't necessary. After you have read through the email, let me know if you have additional questions.

Mashell

Hi,

We are currently accepting applications online through our AB+C portal. Payments can be made online as well.

Attached are our application instructions. We have COA-specific requirements for surveys, so please be sure to pass the survey instructions along to the surveyor. Please use the attached checklist to verify all the requirements are met.

The steps for using the AB+C portal are shown below.

Easement release applications must be submitted electronically through the city's Austin Build + Connect webpage at the following link for permit applications: <https://abc.austintexas.gov/web/permit>

1. Register as a new account, or log into an existing account
2. Select "Apply for Right of Way Permits"
3. Select "Land Management"
4. Choose the type of Application Process: "Easement Release"
5. Select the Type of Easement (i.e. Water Line, Electric, Public Utility, etc....) to be released. Please note the survey describing the easement release tract should assist in identifying the type of easement
6. Follow on-screen instructions and upload required documents
7. Submit application. An email notification will be sent "Accepting" the application, or "Requires Additional" information
8. Pay application fee online ("[My Bills](#)")

The following **documents and materials** are required to be uploaded on the Attachment Page to submit an application:

1. Completed Application for Easement Release
2. Warranty deed evidencing current ownership of the property
3. Instrument that dedicated the easement, i.e.. separate instrument or subdivision plat

4. Subdivision map or plat if land is subdivided
5. A survey which specifically describes the easement area to be released, it must have the surveyor's seal and signature (see attached Instructions to Surveyor)
6. Parcel ID detail report from a County Appraisal District website
7. Online payment of \$1,000 application fee (upon acceptance of application)

Please be sure that these documents are not locked - we need to be able to add our file numbers to them and combine them into one packet for our reviewers.

What to expect regarding the timeline:

Please note that the entire process can take 4 to 6 months. The initial review by COA Departments holding rights to the easement usually takes around 3 weeks. If any reviewers reject the application, you may work directly with them to address their comments. Once approved by all reviewers, the file then moves forward to the survey review, which can take about 6 to 8 weeks. If our RPLS has markups, we will contact the applicant and ask for those survey revisions (time varies). Once the survey revisions are received, we will have the survey approved (we will notify you of approval and request recording fees) and proceed with drafting the easement release. From receipt of the revised survey to recording, please allow about 2 to 3 weeks.

Please let me know of any questions.

Thank you,
Jenny

CAUTION: This email was received at the City of Austin, from an EXTERNAL source. Please use caution when clicking links or opening attachments. If you believe this to be a malicious and/or phishing email, please forward this email to CSIRT@austintexas.gov.

Anjali Naini

From: Sheila Paynter <[REDACTED]>
Sent: Thursday, July 23, 2020 12:15 PM
To: Anjali Naini
Cc: Ron Paynter
Subject: FW: [CAUTION EXTERNAL] easement release

Follow Up Flag: Follow up
Flag Status: Flagged

Anjali,

This is the last email we have concerning this matter and it is a response from our email to Travis County to vacate this easement.

Thank you!

Sheila Paynter
Wilson & Goldrick Realtors
512.695.9174 (cell)
512.328.0022 (office)
[REDACTED]

From: Ron Paynter [REDACTED]
Date: Tuesday, July 21, 2020 at 12:44 PM
To: 'Sheila Paynter' [REDACTED] >
Subject: FW: [CAUTION EXTERNAL] easement release

From: Sara Sternberg <Sara.Sternberg@traviscountytexas.gov>
Sent: Monday, July 20, 2020 2:41 PM
To: Ron Paynter [REDACTED] >
Cc: 'Henson, Wendi' <Wendi.Henson@austinenergy.com>
Subject: RE: [CAUTION EXTERNAL] easement release

Hi Ron,

I am showing that 707 Bulian Lane is in full-purpose West Lake Hills. It is not in Travis County development jurisdiction. You will need to contact them regarding the easement release.

Thank you,

Sara

Sara Sternberg
Engineering Specialist

Ph: 512-854-7689

Travis County TNR
700 Lavaca Street, 5th floor
Austin, Texas 78701

**Telecommuting M-Th , Off Friday*

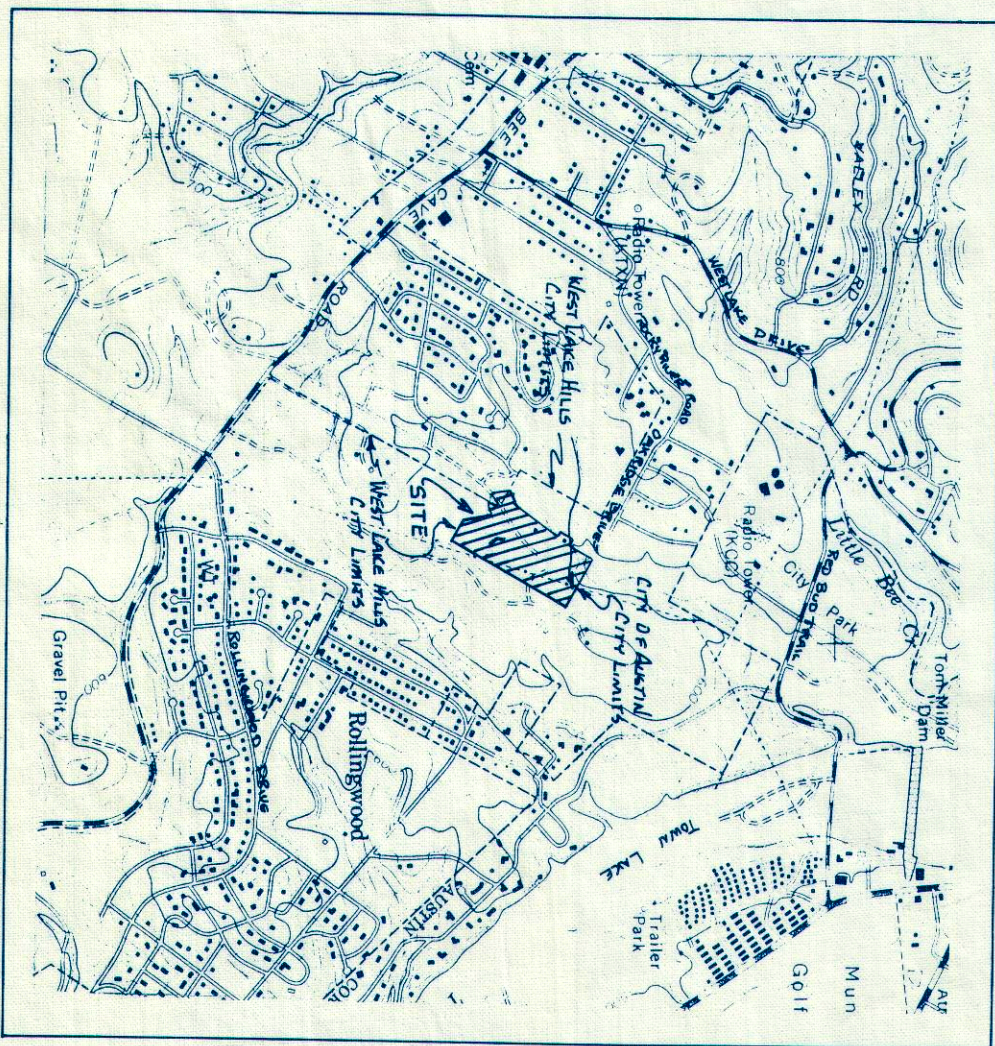
From: Ron Paynter [REDACTED]
Sent: Sunday, July 19, 2020 1:09 PM
To: Sara Sternberg <Sara.Sternberg@traviscountytexas.gov>
Cc: 'Henson, Wendi' <Wendi.Henson@austinenenergy.com>
Subject: [CAUTION EXTERNAL] easement release

CAUTION: This email is from OUTSIDE Travis County. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

Sara, Wendi has requested that I reach out to you as I am trying to get a guy wire easement release. I was originally going through the City of Austin as requested by they indicate now that I need to go through Travis County. The easement has not been used in the 28 years we have occupied the address at 707 Bulian Lane West Lake Hills Tx. 78746. I had previously sent the City of Austin all necessary paperwork required but your requirements might be different. Could you please send me what is needed to obtain a release. FYI, Austin Energy has indicated that they would release the easement once all requirements are meet. Thank you and I look forward to your response. Ron Paynter

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SECTION TWO



LOCATION MAP
SCALE 1" = 2000'

LOT NUMBER	AREA (ACRES)
1	1.08
2	1.00
3	1.37
4	1.02
5	1.01
6	1.17
7	1.02
8	1.01
9	1.92
10	1.29
11	1.28
12	1.00
13	1.00
14	1.02
15	1.32
16	1.04
17	1.05
AREA FOR LOTS Aced For Cemetery	14.60 Acres
Acres For Kalamoun	Dwp Acres
TOTAL ACRES	72.32 Acres

STATE OF TEXAS]
COUNTY OF TRAVIS]

I, DANAEEBAUDOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATION OF AUTHENTICATION WAS FILED IN MY OFFICE AT 2:15 O'CLOCK P.M. THIS THE 5th DAY OF June, 1989, AND DULY RECORDED AT 2:15 O'CLOCK P.M. ON THE 5th DAY OF June, 1989, IN THE PLAT BOOK RECORDS OF TRAVIS COUNTY, TEXAS, IN BOOK 88 AT PAGES 189 THROUGH 192.

WITNESS MY HAND AND SEAL OF THE COURT OF TRAVIS COUNTY, TEXAS, THIS
 5th DAY OF June, A.D. 1989.

CLERK OF THE COUNTY COURT
TRAVIS COUNTY, TEXAS

BY: J. Leavelle
DEPUTY

STATE OF TEXAS]
COUNTY OF TRAVIS]

FILED FOR RECORD
2:15 0' CLOCK P .M.

CLERK OF THE COUNTY COURT
TRAVIS COUNTY, TEXAS

BY: X. Lovell
DEPUTY

SEPTIC SYSTEMS: EVERY LOT IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF WEST LAKE HILLS' SANITATION ORDINANCE NO. 108, AS AMENDED. NO SEPTIC SYSTEM OR OTHER PRIVATE SEWAGE FACILITY MAY BE CONSTRUCTED ON ANY LOT UNTIL THE CITY OF WEST LAKE HILLS ISSUES A PERMIT FOR ITS CONSTRUCTION. NO PRIVATE SPACE FACILITY MAY BE USED UNTIL THE FACILITY HAS BEEN APPROVED AND LICENSED BY THE CITY OF WEST LAKE HILLS. LOT SIZE REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PRIVATE SEWAGE FACILITIES SHALL CONFORM TO THE CONSTRUCTION AND DEVELOPMENT LIMITATIONS IN SANITATION ORDINANCE NO. 108, AS AMENDED.

SITE CLEARANCE, SITE DISTURBANCE, OR IMPERIOUS COVER. EVERY LOT IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF WEST LAKE HILLS SITE CLEARANCE PROCEDURES. NO SITE CLEARANCE, EXCAVATION, GRADING OR LANDFILL SHALL COMMENCE UNLESS A PERMIT SHALL HAVE FIRST BEEN ISSUED FOR SUCH WORK IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE ORDINANCES. IMPERIOUS COVER SHALL NOT EXCEED THE MAXIMUM PERCENTAGE PERMITTED UNDER CITY ORDINANCES.

WINNIES MY HAND THIS THE 11 DAY OF May, 1984, A. D. .
Donna DeGroot
 DONNA DEGROOT, TRUSTEE AND RECORD KEEPER
 608 1/2 BULLIAN LANE
 AUSTIN, TEXAS 78746

STATE OF TEXAS][
COUNTY OF TRAVIS][

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 11
1984, A. D., BY DONNA DEGROOT, TRUSTEE.

I, THE UNDERSIGNED CONSULTANT FOR PUBLIC WORKS FOR THE CITY OF WEST LAKE
 HILLS, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL
 REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY FOR WHICH MY
 APPROVAL IS REQUIRED.

Notary Public
 My Commission Expires _____
 My Comm. Exp. Sep. 20, 1975

State of Texas
 My Comm. Exp. Sep. 20, 1975

Notary Public
 My Commission Expires _____
 My Comm. Exp. Sep. 20, 1975

ROGER H. SIKES
CONSULTANT FOR PUBLIC WORKS
CITY OF WEST LAKE HILLS, TEXAS

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURETOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

David Lee Fagerman
DAVID LEE FAGERMAN, PFS NO. 44699
C. DARREYL PRIMEAUX, INC.
3355 BEE CAVE ROAD, SUITE 301B
AUSTIN, TEXAS 78746
512/327-6729

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF WEST LAKE HILLS, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

DATED THIS THE 19th DAY OF APRIL, 1987, A. D.,
A. D. Notti, CHIEF CLERK
 APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS.

DATED THIS THE 26th DAY OF APRIL 1989
Mary Ann Bradshaw
 MARY ANN BRADSHAW
 SECRETARY
of and for
 TOM H. TAYLOR
 MAYOR, CITY OF WEST LAKE HILLS, TEXAS

Tevell

COUNTY COURT
TEXAS

L. JAMES TARRANTS COUNTY CLERK • TEXAS

COUNTY COURT
TEXAS
Level
K. T. JAMES
SEAL OF COUNTY
JANUARY 1991

FLOOD HAZARD: ACCORDING TO MAP PANEL 481030 0005 A, OF THE AUGUST 1, 1964, FLOOD INSURANCE RATE MAP FOR THE CITY OF WEST LAKE HILLS, A ^{PORTION} OF ^{THE} ^{AREA} ^{DESCRIBED} HEREON ~~IS~~ IN ZONE "B" OF THE DESIGNATED FLOOD HAZARD AREA. ZONE "B" IS DEFINED AS AREAS BETWEEN THE 100-YEAR AND THE 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE (1) FOOT.

David Lee Fagerman

DAVID LEE FAGERMAN, RES NO. 4469
C. DARRYL PRIMEAUX, INC.
3355 BEE CAVE ROAD, SUITE 301B
AUSTIN, TEXAS 78746
912/ 327-6729

DATE 4-7-89

THE DRAINAGE EASEMENTS AS SHOWN HEREON WILL CONTAIN THE 100-YEAR FLOOD AS
GENERATED BY USTREMAN FULLY DEVELOPED IMPROVEMENTS OF THIS SUBDIVISION.

Charles D. Primeaux

CHARLES D. PRIMEAUX, P.E. NO. 138015
C. DARRYL PRIMEAUX, INC.
5355 Bee Cane Road) Suite 301B
Aubrey, Texas 78946

DATE 4-7-89

THE TRACT OF LAND DESCRIBED ON THIS PLAT IS WITHIN THE BOUNDARIES OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10, (WCID NO. 10) AND THE SAID WCID NO. 10 HAS WATER AVAILABLE TO PROVIDE WATER SERVICE TO ALL LOTS IN THIS SUBDIVISION.

DATE 30 MAY 89
CLIFF DROMOND
PRESIDENT OF THE BOARD, WCID NO. 10

- 1) ALL UTILITIES, BEING ELECTRIC, WATER, NATURAL GAS, TELEPHONE AND CABLE T.V., FOR LOTS TO BE LOCATED UNDERGROUND.
- 2) ALL LOTS IN THIS SUBDIVISION ARE ZONED R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, LOCATED IN THE CITY OF WEST LAKE HILLS.
- 3) DRAINAGE EASEMENTS ARE FOR DRAINAGE WATERS AND UTILITY EASEMENTS ARE FOR UTILITIES, AND NO IMPROVEMENTS IN THESE AREAS WILL BE ALLOWED.
- 4) SEE SHEETS 3 AND 4 OF THIS PLAT FOR THE LOCATION OF THE EXISTING EASEMENTS THAT AFFECT THE LOTS IN THIS SUBDIVISION.
- 5) THE WOODS HISTORICAL CEMETERY SHALL HAVE ITS ACCESS THROUGH THE ADJOINING PORTION OF THE JACKSON'S HISTORICAL CEMETERY. FENCE AND ACCESS GATE TO BE PROVIDED BY DEVELOPER. *See Vol. 10442 Pgs. 246, 247*
- 6) THE FOUNDATIONS FOR LOT 12 AND LOT 13 SHALL BE STRUCTURALLY DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER DUE TO THE PREVIOUS FILL AREA.
- 7) SEPTIC SYSTEMS ON LOTS 12 AND 13 SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER DUE TO THE PREVIOUS FILL AREA.

RAINBOW'S END ESTATES SECTION TWO



- LEGEND:
- IRON PIN FOUND
 - IRON PIN SET
 - CONCRETE MONUMENT FOUND
 - PUBLIC UTILITY EASEMENT
 - BULIAN LANE
 - CONCRETE MONUMENT SET AROUND IRON PIN OR PIPE
 - IRON PIPE FOUND
 - FIRE HYDRANT

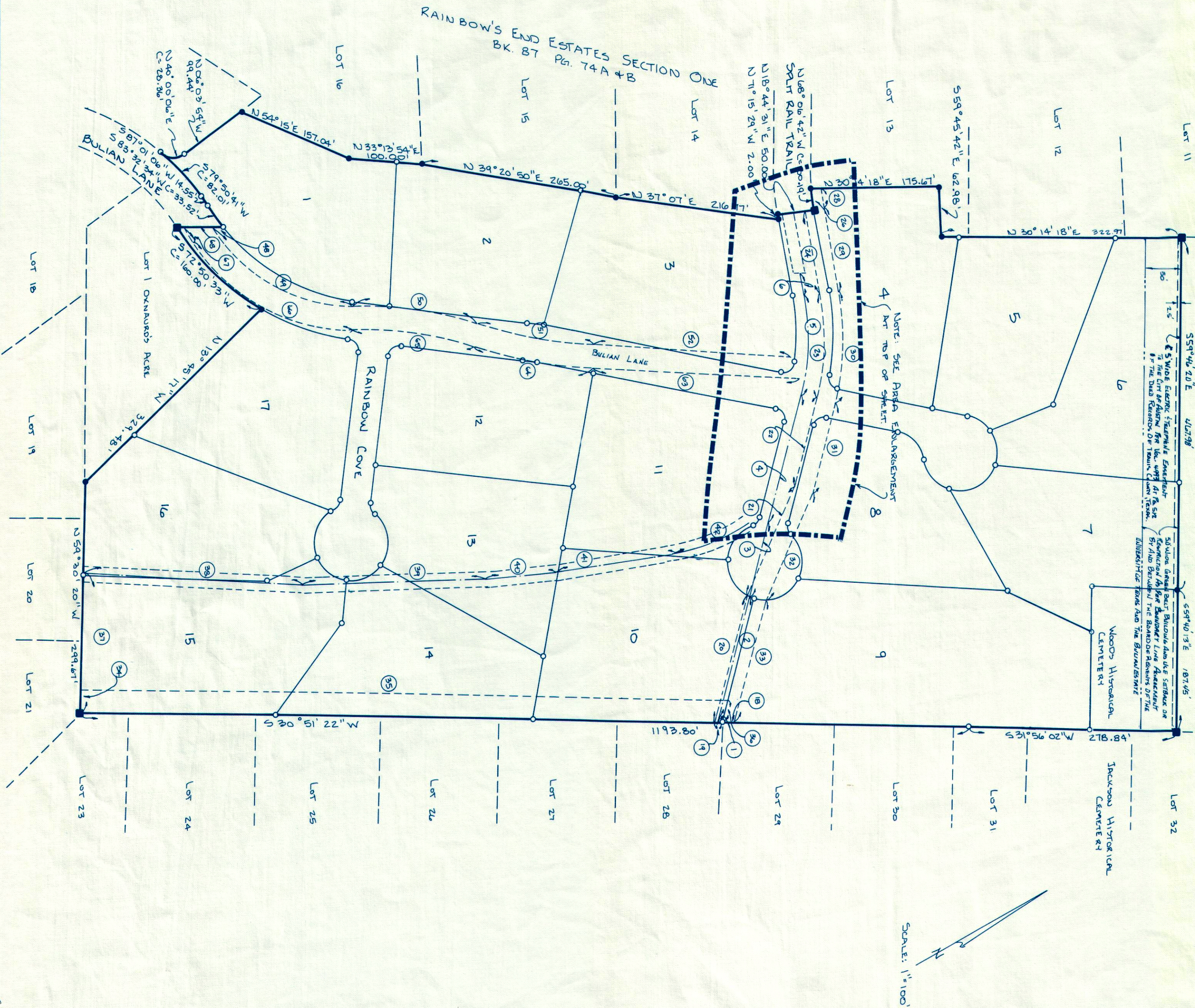
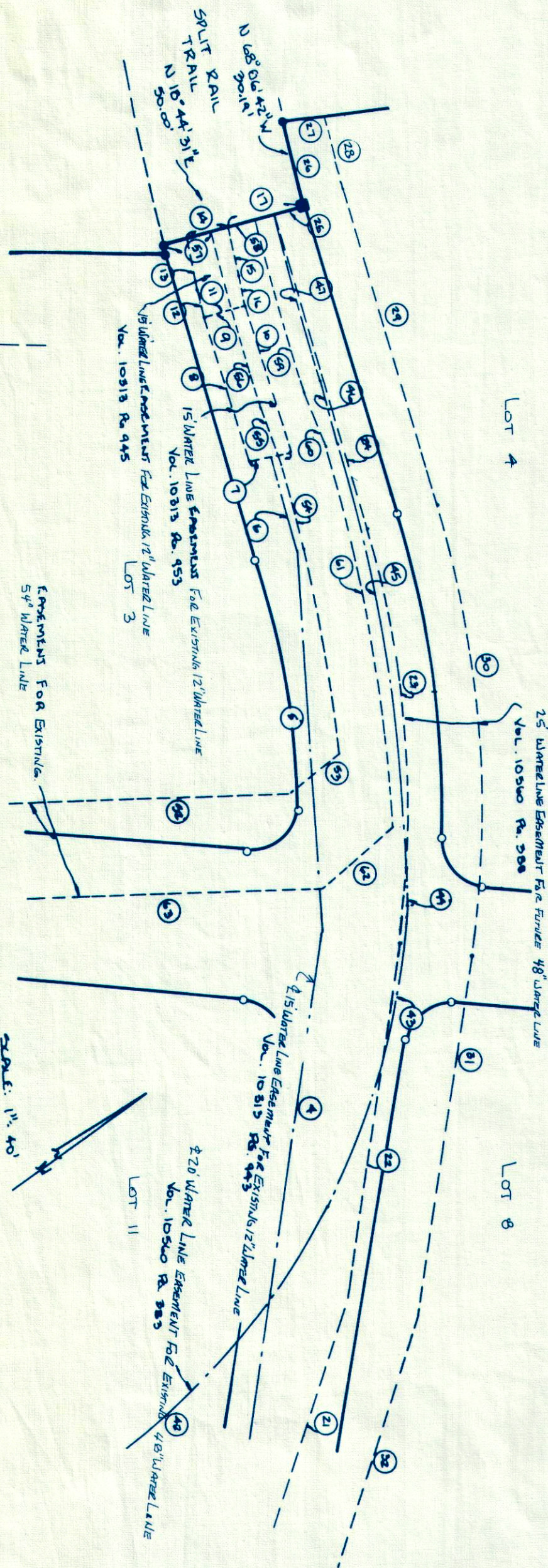
LOT NUMBER	AREA (ACRES)
1	1.08
2	1.00
3	1.37
4	1.02
5	1.01
6	1.17
7	1.02
8	1.01
9	1.29
10	1.28
11	1.00
12	1.00
13	1.02
14	1.32
15	1.04
16	1.05
17	1.05

AREA FOR LOTS 19.40 ACRES
AREA FOR CEMETERY 0.50-ACRE
AREA FOR ROADWAY 2.74 ACRES
TOTAL AREA 22.36-ACRES

SCALE: 1"=100'

RAINBOW'S END ESTATES SECTION TWO

EASEMENT DETAIL SHEET



RAINBOW'S END ESTATES
SECTION TWO
EASEMENT CALL SHEET

CURVE TABLE

Curve No.	Central Angle	Radius (ft.)	Tangent (ft.)	Arc (ft.)	Chord Length (ft.)	Chord Bearing
1	43° 11' 05"	275.00	108.84	207.27	202.40	S 58° 26' 03" W
2	21° 04' 58"	325.00	62.44	123.37	122.63	N 47° 43' 36" E
3	90° 00' 00"	15.00	15.00	23.56	21.21	N 81° 50' 42" E
4	90° 00' 00"	15.00	15.00	23.56	21.21	N 08° 09' 18" W
5	57° 25' 02"	15.00	8.22	15.03	14.41	N 81° 51' 49" W
6	57° 25' 02"	15.00	8.22	15.03	14.41	S 24° 26' 47" E
7	294° 50' 04"	50.00	-----	257.29	53.85	N 36° 50' 42" E
8	03° 55' 27"	325.00	11.13	22.26	22.25	S 38° 48' 26" W
9	03° 55' 27"	275.00	9.42	18.83	18.83	N 38° 48' 26" E
10	17° 40' 48"	275.00	42.77	84.86	84.52	S 62° 24' 59" E
11	16° 32' 27"	325.00	55.96	110.84	110.31	N 61° 29' 16" W
12	82° 30' 49"	15.00	14.36	22.91	20.75	S 84° 31' 34" W
13	86° 07' 23"	15.00	14.02	22.55	20.48	N 02° 17' 33" W
14	94° 20' 50"	15.00	16.18	24.70	22.00	S 06° 24' 16" E
15	93° 52' 37"	15.00	16.05	24.58	21.92	N 87° 42' 28" E
16	57° 25' 02"	15.00	8.22	15.03	14.41	S 74° 03' 45" W
17	57° 25' 02"	15.00	8.22	15.03	14.41	N 16° 38' 43" W
18	294° 50' 04"	50.00	-----	257.29	53.85	S 44° 38' 46" W
19	248° 22' 54"	50.00	-----	216.75	82.72	S 15° 02' 24" E
20	68° 22' 54"	45.00	30.57	53.71	50.58	N 74° 57' 36" E
21	28° 30' 00"	325.00	82.54	161.66	160.00	S 72° 50' 33" W
22	06° 59' 17"	275.00	16.79	33.54	33.52	S 83° 32' 34" W
23	14° 25' 33"	326.60	41.33	82.23	82.01	S 79° 50' 41" W
24	63° 34' 00"	26.92	16.68	29.87	28.36	N 40° 00' 06" E
25	06° 17' 34"	275.00	15.12	30.20	30.19	N 68° 06' 42" W

CALLS FOR THE CENTERLINE OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 943:

- 1) S 30° 51' 22" W 7.72
- 2) N 45° 21' 14" W 172.41
- 3) N 47° 03' 02" W 100.71
- 4) N 45° 21' 14" W 171.46
- 5) N 58° 18' 22" W c=129.77
- 6) N 71° 15' 29" W 31.62 a=130.89 Delta=25° 54' 15" R=289.50

CALLS FOR THE PERIMETER OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 953:

- 7) S 29° 45' 56" W 15.28
- 8) N 71° 15' 29" W 52.60'
- 9) N 30° 14' 04" E 15.30
- 10) S 71° 15' 29" E 52.47

CALLS FOR THE PERIMETER OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 945:

- 11) S 30° 14' 04" W 15.30
- 12) N 71° 15' 29" W 6.66
- 13) N 68° 59' 34" W c=18.42
- 14) N 18° 44' 31" E 15.05
- 15) S 68° 50' 12" E c=18.42
- 16) S 71° 15' 29" E 9.71
- 17) N 18° 44' 31" E 27.21

CALLS FOR THE PERIMETER OF A 25-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10560, PAGE 388:

- 18) S 30° 51' 22" W 15.78
- 19) S 30° 51' 22" W 10.26
- 20) N 45° 21' 14" W 173.45
- 21) N 36° 03' 00" W 154.50
- 22) N 45° 21' 14" W 119.23
- 23) N 58° 18' 22" W c=141.23
- 24) N 71° 15' 29" W 110.76
- 25) N 18° 44' 31" E 10.00
- 26) N 68° 06' 42" W c=30.19
- 27) N 30° 14' 18" E 15.07
- 28) S 68° 15' 49" E c=27.16
- 29) S 71° 15' 29" E 110.76
- 30) S 58° 18' 22" E c=152.41
- 31) S 45° 21' 14" E 121.25
- 32) S 36° 03' 00" E 152.79
- 33) S 45° 21' 14" E 166.90

CALLS FOR THE 30-FOOT WIDE ELECTRIC AND WATER LINE EASEMENT PER VOLUME 10560, PAGE 393:

- 34) N 59° 30' 20" W 30.00
- 35) N 30° 51' 22" E 870.02
- 36) S 45° 21' 14" E 30.89
- 36a) S 30° 51' 22" W 862.47

CALLS FOR THE CENTERLINE OF A 20-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10560, PAGE 383:

- 37) N 59° 30' 20" W 181.44
- 38) N 33° 11' 22" E 294.67
- 39) N 28° 17' 22" E c=244.65
- 40) N 23° 23' 22" E 95.46
- 41) N 19° 53' 52" E 164.78
- 42) N 05° 25' 53" W c=204.27
- 43) N 42° 37' 38" W c=98.18
- 44) N 54° 29' 38" W 11.67
- 45) N 63° 23' 08" W c=147.60
- 46) N 72° 16' 38" W 20.58
- 47) N 70° 13' 19" W c=58.71

CALLS FOR THE PERIMETER OF THE 54" WATER LINE'S EASEMENT PER CAUSE #1243 AS FOUND IN THE COUNTY COURT AT LAW #3 PROBATE DEPARTMENT RECORDS, TRAVIS COUNTY, TEXAS:

- 48) S 30° 05' 15" W 6.87
- 49) N 58° 29' 33" E c=211.07
- 50) N 38° 57' 33" E c=173.73
- 51) N 40° 24' 48" E c=154.01
- 52) N 33° 18' 10" E 270.58
- 53) N 04° 19' 20" W 23.07

- 54) N 66° 18' 50" W c=99.59
- 55) N 72° 08' 58" W 20.59
- 56) N 70° 08' 01" W c=60.98
- 57) S 18° 44' 31" W 18.43
- 58) N 18° 44' 31" E 15.02
- 59) S 70° 06' 21" E c=60.75
- 60) S 72° 08' 58" E 20.59
- 61) S 04° 19' 20" E c=129.00
- 62) S 33° 18' 10" W 280.80
- 63) S 40° 24' 48" W c=161.43
- 64) S 38° 57' 33" W c=164.79
- 65) S 58° 49' 23" W c=241.90
- 66) S 83° 57' 33" W 17.05
- 67) S 30° 05' 15" E 36.17

- a=99.76 Delta=11° 40' 17" R=489.74
- a=60.99 Delta=04° 01' 55" R=866.76
- a=60.76 Delta=04° 05' 14" R=851.76
- a=129.36 Delta=14° 41' 03" R=504.74
- a=161.85 Delta=14° 13' 15" R=652.09
- a=165.41 Delta=17° 07' 44" R=553.29
- a=252.13 Delta=56° 51' 24" R=254.07

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

VACATION OF EASEMENT

WHEREAS, RONALD C. PAYNTER AND SHEILA H. PAYNTER are the owners of all lots, tracts and parcels of land which consist and comprise that certain property known and designated as Lot 7, Rainbow's Estates, Section Two, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 88, Pages 189-192, Plat Records, Travis County, Texas, also known as 707 Bulian Lane, Austin, TX 78746 ("Property"); and

WHEREAS, the Property is subject to a Guy Wire Easement 10 feet wide and 20 feet long totaling 200 square feet on the Property, established by the plat recorded in Volume 88, Pages 189-192, Plat Records, Travis County, Texas; and

WHEREAS, the City now desires to vacate that Guy Wire Easement depicted in Exhibit "A"; and

WHEREAS, such vacation is authorized by Sec. 36.01.017 of the West Lake Hills Code of Ordinances; and

WHEREAS, the City of West Lake Hills Zoning and Planning Commission voted on August 19, 2020, to recommend approval of vacating the Guy Wire Easement as depicted in Exhibit "A"; and

WHEREAS, the City of West Lake Hills City Council voted on August 26, 2020 to vacate the Guy Wire Easement as depicted in Exhibit "A"; and

NOW THEREFORE, the City Council of West Lake Hills, Travis County, Texas, does by these presents declare the Guy Wire Easement as depicted in Exhibit "A" and recorded in Volume 88, Pages 189-192, Plat Records, Travis County, Texas, to be vacated.

EXECUTED this _____ day of _____, 2020.

Linda Anthony, Mayor
City of West Lake Hills

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by
Linda Anthony, the Mayor of the City of West Lake Hills, on behalf of the City.

Notary Public, State of Texas

Notary's Name Printed:

My commission expires:_____

ORDINANCE NO. 2020-010

AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS, APPROVING THE 2020 AD VALOREM TAX RATE AND LEVY OF SEVEN & EIGHT SIXTH CENTS (\$0.0786) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

- WHEREAS,** a budget appropriating revenues generated for the use and support of the municipal government for fiscal year 2020-2021 of the City of West Lake Hills (“City”) has been proposed by the City Council of the City of West Lake Hills (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and
- WHEREAS,** a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper; and
- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by to the City; and
- WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

NOW, THEREFORE, BE IT ORDAINED by the City of West Lake Hills City Council:

1. APPROVAL OF 2020 TAX RATE & LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2020, on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of Seven Cents (\$0.07) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations (M&O)), a tax rate of Seven & Eight Sixth Cents (\$0.0786) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

THIS TAX RATE WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS MORE THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE INCREASED BY ELEVEN PERCENT (11.00%) AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME WILL BE APPROXIMATELY \$110.57.

- (b) The City Secretary shall cause the following notice to be posted on the homepage of the City’s internet website:

THE CITY OF WEST LAKE HILLS, TEXAS ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND

OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE INCREASED BY ELEVEN PERCENT (11.00%) AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$110.57.

2. PENALTY & INTEREST

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of West Lake Hills, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of West Lake Hills, Texas.

3. FINDINGS OF FACT

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

4. SEVERABILITY CLAUSE

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

5. SAVINGS CLAUSE

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

6. PUBLICATION CLAUSE

The City Secretary of the West Lake Hills, Texas, is hereby directed to place the information above on the City's Website and provide all other notice as required by law.

7. EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

8. 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.

PASSED & APPROVED this, the 26th day of August 2020 by the following City Council of the City of West Lake Hills roll call vote:

Mayor Pro Tem O'Connor	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Councilmember McCollough	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Councilmember Plunkett	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Councilmember South	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Councilmember Walker	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

CITY OF WEST LAKE HILLS:

/S/
 Linda Anthony, Mayor

ATTEST:

/S/
 Deborah L. Loesch, City Secretary



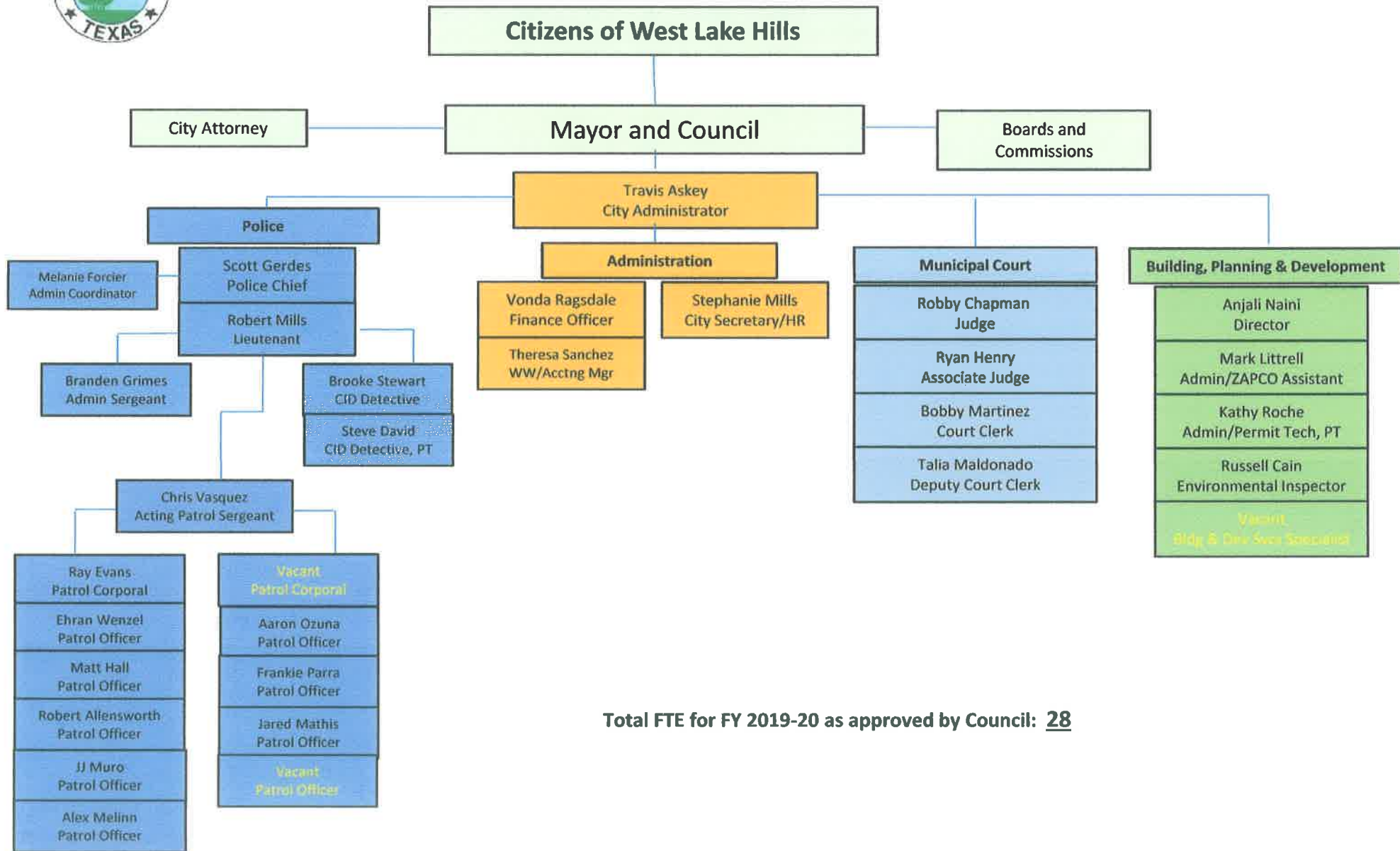
**Fiscal Year 2020-2021 Budget
City of West Lake Hills**

Linda Anthony, Mayor

PROPOSED BUDGET - AUGUST 26, 2020



City of West Lake Hills Organization Chart, Fiscal Year 2019-20



Total FTE for FY 2019-20 as approved by Council: 28

PROPOSED TAX RATE**FY 2020-2021 PROPOSED PROPERTY TAX RATE FOR CITY OF WEST LAKE HILLS**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$190,409 which is an 11% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$27,006.

Property Tax Rate Comparison	FY 2019-20	FY 2020-21
Proposed Tax Rate	\$0.0700/100	\$0.0786/100
No New Revenue Tax Rate (Effective Tax Rate)	\$0.0661/100	\$0.0703/100
Maintenance and Operations Rate	\$0.0700/100	\$0.0786/100
Debt Rate	\$0.0000/100	\$0.0000/100
Voter Approval Rate (Rollback Tax Rate)	\$0.0714/100	\$0.0786/100
De Minimis Rate (New for 2020-21)	0.0000	\$0.0917/100

City of West Lake Hills City Council Recorded Roll Call Vote:**Vote**

(Mayor does not vote unless required to break a tie.)

Mayor Linda Anthony**Council Members:****Place 1** Rhonda McCollough**Place 2** Brian Plunkett**Place 3** Beth South**Place 4** Darin Walker**Place 5** Jim O'Connor (Mayor Pro Tem)

FOR	AGAINST	ABSENT
()	()	()
()	()	()
()	()	()
()	()	()
()	()	()

**City of West Lake Hills
Estimated Available General Fund Balance
FY 2020-2021 as of 8/26/20**

Audited Fund Balance as of 9/30/19 **\$ 5,691,827.70**

FY 2019-20 Estimated Year End Revenue vs. Expense Impact \$ 298,885.00

Estimated Fund Balance as of 9/30/20 **\$ 5,990,712.70**

FY 2020-21 Proposed Budget Revenue vs. Expense Impact \$ 418,678.00

Estimated Fund Balance as of 9/30/21 **\$ 6,409,390.70**

Court Special Revenue Fund (1) \$ (121,835.00)

PD Special Revenue Fund (1) \$ (30,972.00)

Tree Fund (1) \$ (80,292.00)

Stabilization Cash Reserve (2) \$ (2,400,000.00)

Legal Counsel Cash Reserve (2) \$ (300,000.00)

Contingency Cash Reserve (2) \$ (500,000.00)

Brush Pickup Reserve (2) \$ (100,000.00)

Estimated Available Fund Balance as of 9/30/21 **\$ 2,876,291.70**

(1) The fund balance for the three special revenue funds are all positive amounts, but they are shown as a reduction in the available fund balance because these funds are reserved for specific purposes.

(2) The fund balance for the four reserve funds listed are all positive amounts, but they are shown as a reduction in the available fund balance that was established by Resolution No. 2019-07-01 - General Fund Balance Policy for the City of West Lake Hills

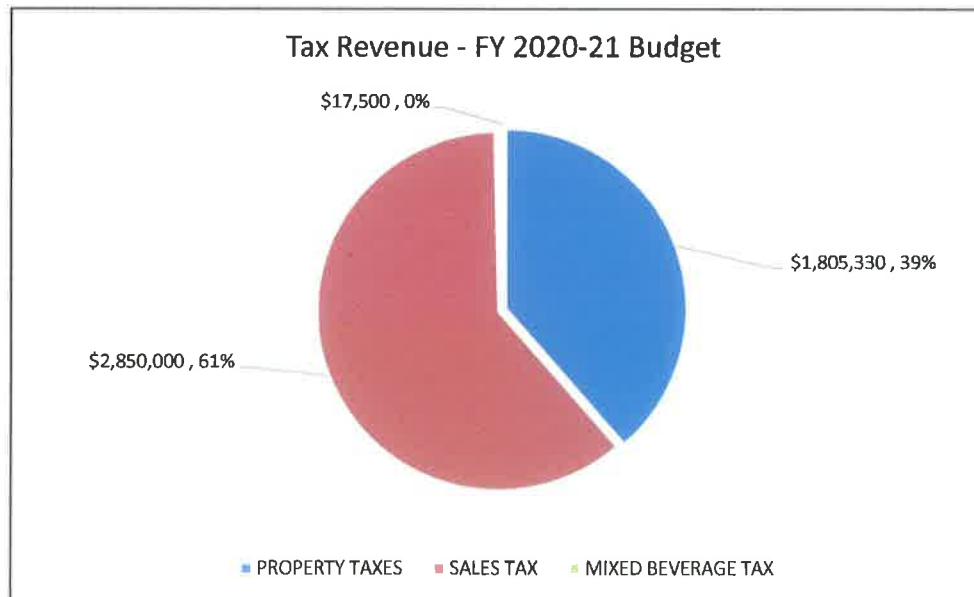
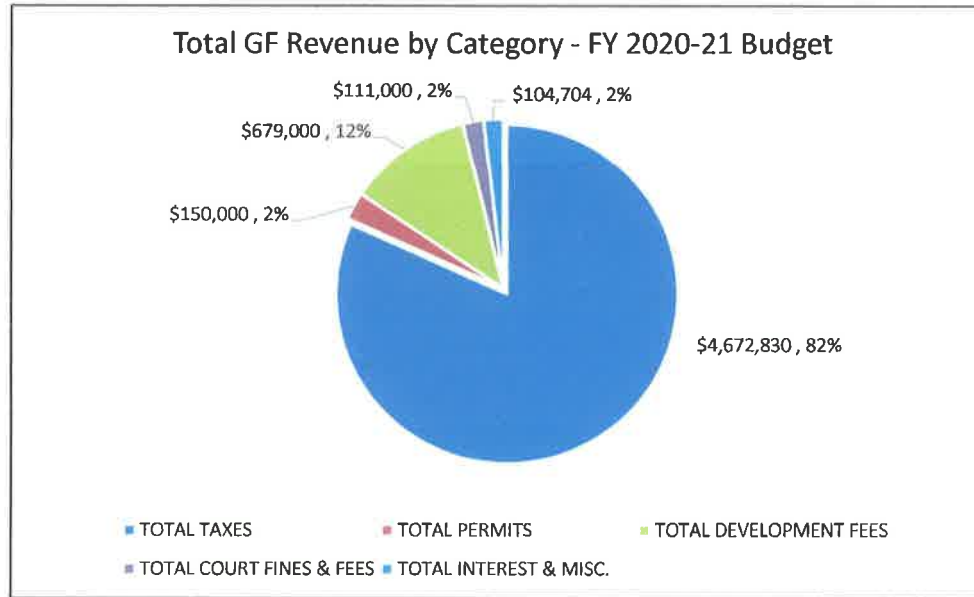
CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS - ALL GENERAL FUNDS
FY 2020 - 2021

AS OF 8/26/20

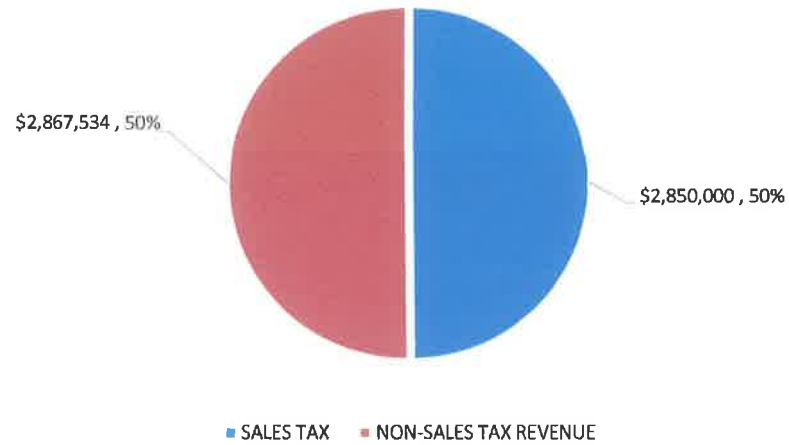
	GENERAL FUNDS					
	01 GENERAL FUND	05 BEE CAVE ROAD FUND	06 COURT SPECIAL REVENUE FUND	07 PD SPECIAL REVENUE FUND	08 TREE FUND	TOTAL GENERAL FUNDS
REVENUE SOURCE						
TAXES	\$ 4,672,830	\$ -	\$ -	\$ -	\$ -	\$ 4,672,830
PERMITS	150,000	-	-	-	-	150,000
FEES	679,000	-	-	-	-	679,000
FINES & WARRANTS	111,000	-	-	-	-	111,000
INTEREST & MISC REVENUE	104,704	-	19,650	1,738	5,000	131,092
WASTEWATER	-	-	-	-	-	-
TOTAL REVENUE	\$ 5,717,534	\$ -	\$ 19,650	\$ 1,738	\$ 5,000	\$ 5,743,922
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 851,545	\$ -	\$ -	\$ -	\$ -	\$ 851,545
POLICE	2,162,037	-	-	8,000	-	2,170,037
PLANNING & DEVELOPMENT	686,988	-	-	-	-	686,988
PUBLIC WORKS	750,265	-	-	-	-	750,265
MUNICIPAL COURT	257,854	-	23,065	-	-	280,919
CAPITAL OUTLAY - GF	536,240	-	-	-	-	536,240
TREE FUND	-	-	-	-	49,250	49,250
WASTEWATER	-	-	-	-	-	-
TOTAL EXPENSE	\$ 5,244,929	\$ -	\$ 23,065	\$ 8,000	\$ 49,250	\$ 5,325,244
BUDGET SURPLUS/ (SHORTFALL)	\$ 472,605	\$ -	\$ (3,415)	\$ (6,262)	\$ (44,250)	\$ 418,678

GENERAL FUND	Audited 9/30/17	Audited 9/30/18	Audited 9/30/19	Est FYE Budget FY19- 20	Proposed Budget FY20-21
General Fund Balance	4,656,123	5,670,373	\$ 5,691,828	\$ 5,990,713	\$ 6,409,391
Less: Court Special Revenue Fund Balance-Restricted	(117,417)	(130,594)	(123,165)	(125,250)	(121,835)
Less: PD Special Revenue Fund Balance-Restricted	(19,474)	(24,241)	(40,511)	(37,234)	(30,972)
Less: Tree Fund Balance-Designated	(106,680)	(121,830)	(124,462)	(124,542)	(80,292)
Less: Stabilization Cash Reserve	(2,400,000)	(2,400,000)	(2,400,000)	(2,400,000)	(2,400,000)
Less: Legal Counsel Cash Reserve	(250,000)	(250,000)	(250,000)	(300,000)	(300,000)
Less: Westlake Dr/Capital Projects Cash Reserve	(500,000)	(500,000)	(500,000)	-	-
Less: Contingency Cash Reserve		(250,000)	(23,829)	(500,000)	(500,000)
Less: Brush Pickup Reserve		(125,000)	-	(100,000)	(100,000)
Unrestricted General Fund Balance	1,262,552	505,540	\$ 2,229,861	\$ 2,403,687	\$ 2,876,292

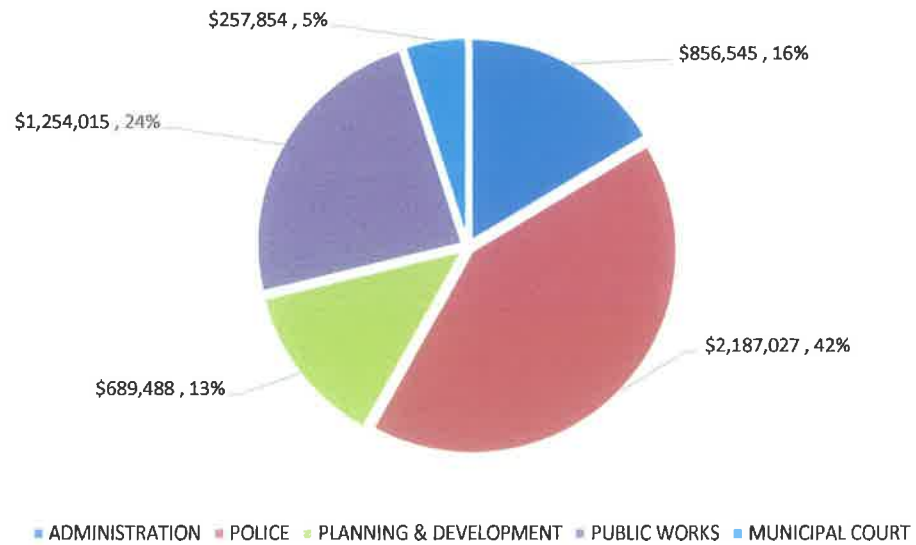
GENERAL FUND REVENUE FY2020-21



Sales Tax vs All Other GF Revenue - FY 2020-21



GF Department Expense - FY 2020-21



CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TAXES								
01-40100 PROPERTY TAXES	1,049,575	1,280,394	1,505,831	1,583,629	1,592,752	1,601,450	1,805,330	
01-40200 SALES TAX	3,143,128	3,070,736	3,349,533	3,000,000	2,820,913	3,000,000	2,850,000	
01-40250 MIXED BEVERAGE TAX	17,469	17,543	30,023	32,000	29,448	29,448	17,500	
TOTAL TAXES	4,210,172	4,368,673	4,885,387	4,615,629	4,443,113	4,630,898	4,672,830	
PERMITS								
01-41000 BUILDING PERMITS	159,630	135,159	162,994	150,000	169,147	175,000	150,000	
TOTAL PERMITS	159,630	135,159	162,994	150,000	169,147	175,000	150,000	
FEES								
01-42000 SUBDIVISION PLATS	6,368	12,850	5,068	3,000	2,800	2,800	3,000	
01-42010 STREET MAINT FEES	36,807	26,794	77,512	30,000	19,152	21,000	18,000	
01-42020 ZONING FEES	38,975	35,400	29,250	30,000	38,984	40,000	30,000	
01-42025 PLUMBING INSPECTION FEES	26,918	24,120	19,650	25,000	26,830	28,630	25,000	
01-42030 ADMINISTRATIVE FEES	8,463	7,089	13,347	10,000	9,961	11,000	8,000	
01-42040 TELECOM FRANCHISE/ROW FEES	178,196	153,905	152,134	150,000	104,565	150,000	155,000	
01-42043 NATURAL GAS FRANCHISE FEES	28,820	35,773	36,280	30,000	28,924	28,924	30,000	
01-42045 ELECTRIC FRANCHISE FEES	367,235	361,430	350,292	360,000	335,162	335,161	360,000	
01-42050 CABLE FRANCHISE FEES	38,200	50,205	50,267	50,000	51,363	51,363	50,000	
TOTAL FEES	729,983	707,566	733,801	688,000	617,741	668,879	679,000	
FINES & WARRANTS								
01-44000 FINES	201,255	187,913	188,306	125,000	119,166	125,000	100,000	
01-44100 WARRANT FEES	16,235	3,546	3,787	2,000	1,600	2,000	1,000	
01-44150 ADMINISTRATIVE FEES	22,099	21,901	22,496	14,000	12,790	14,000	10,000	
01-44160 BUS CAMERA CIVIL FINES	0	780	0	0	0	0	0	
TOTAL FINES & WARRANTS	239,589	214,141	214,588	141,000	133,556	141,000	111,000	
INTEREST & MISC.								
01-45000 INTEREST INCOME	34,776	76,459	145,621	80,000	71,168	75,775	35,000	
01-45005 PROPERTY TAX P & I	2,982	3,327	6,835	4,500	5,153	5,500	4,500	
01-45007 LEASES	31,659	32,174	34,226	46,800	217,760	220,897	55,204	
01-45010 MISCELLANEOUS INCOME	18,403	27,033	13,015	10,000	10,335	10,500	10,000	
01-45011 GRANT - FIRE BREAK GRANT	0	47,887	54,924	0	0	0	0	
01-45012 POLICE GRANT REVENUE	3,411	8,745	0	0	0	0	0	
01-45040 SALE OF ASSETS	0	393	0	36,197	39,317	50,000	0	
01-45060 CASH LONG-MUN COURT	0	1	1	0	0	0	0	
TOTAL INTEREST & MISC.	91,231	196,019	254,621	177,497	343,732	362,672	104,704	
TOTAL REVENUES	5,430,605	5,621,557	6,251,391	5,772,126	5,707,288	5,978,448	5,717,534	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
ADMINISTRATION

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-60050 BUILDING MAINTENANCE	14,202	14,679	37,700	35,000	6,124	7,500	15,000	
01-60055 COMPUTER MAINTENANCE	38,511	34,882	37,629	40,000	43,097	45,000	40,000	
TOTAL MAINTENANCE	52,712	49,561	75,329	75,000	49,221	52,500	55,000	
REPAIRS								
01-60140 EQUIPMENT CONTRACTS	610	536	603	1,000	645	1,000	1,000	
01-60190 JANITORIAL	1,927	2,246	3,856	4,200	4,018	4,200	7,500	
TOTAL REPAIRS	2,537	2,782	4,458	5,200	4,662	5,200	8,500	
CONTRACT SERVICES								
01-60200 OUTSIDE LEGAL COUNSEL	28,259	83,353	31,133	36,000	4,137	5,000	7,500	
01-60205 CONSULTANT FEES	0	5,509	41,428	50,000	36,711	50,000	36,000	
01-60210 CITY ATTORNEY FEES	84,945	77,235	99,047	115,000	52,705	63,000	25,000	
01-60210.CITY ATTORNEY - LITIGATION	0	0	67,108	0	76,719	82,500	25,000	
01-60212 CODIFICATION	6,108	4,213	4,895	5,000	6,125	6,125	5,000	
01-60214 TAX COLLECTION EXPENSE	3,876	4,245	4,223	5,150	4,957	4,957	5,600	
01-60215 APPRAISAL DISTRICT EXPENSE	5,151	6,112	6,729	6,950	5,237	6,983	7,250	
01-60216 AUDITING	16,755	17,120	12,180	18,000	18,270	24,300	19,000	
01-60220 TRAINING	8,881	23,545	18,809	10,000	6,342	6,500	2,500	
01-60221 MEMBERSHIPS/SUBSCRIPTIONS	7,027	8,377	10,153	8,200	3,478	3,500	3,000	
01-60230 OFFICE SUPPLIES	5,391	6,421	6,298	6,500	3,194	3,500	3,000	
01-60235 ELECTION EXPENSES	8,377	0	0	0	0	0	10,500	
01-60250 POSTAGE	2,377	2,349	1,403	3,000	2,736	3,000	1,000	
01-60266 CREDIT CARD FEES	649	657	1,309	750	1,685	2,000	1,500	
01-60270 PRINTING	3,514	4,733	3,565	4,500	541	1,000	1,000	
01-60280 PUBLIC NOTICES	8,372	10,857	10,709	5,000	1,612	5,140	3,000	
01-60290 RECORDS STORAGE & MAINTENANCE	2,929	1,305	1,536	2,500	1,386	1,500	1,500	
TOTAL CONTRACT SERVICES	192,610	256,034	320,527	276,550	225,834	269,005	157,350	
PAYROLL								
01-60330 SALARIES	441,208	447,875	645,687	513,470	402,342	513,470	424,636	
01-60340 PAYROLL TAX	30,278	30,688	36,363	39,332	29,209	39,332	33,250	
01-60341 RETIREMENT	76,647	78,935	107,845	85,056	56,192	85,056	74,462	
01-60342 LONGEVITY	2,965	3,520	3,315	1,995	1,700	1,995	555	
01-60343 VEHICLE/PHONE ALLOWANCE	0	0	0	0	0	0	8,880	
01-60344 MEDICAL/DENTAL INSURANCE	44,446	49,545	41,359	57,313	42,531	57,313	49,103	
01-60346 WORKERS COMP INSURANCE	986	914	946	1,350	1,287	1,287	810	
01-60350 CONTRACT/TEMPORARY SUPPORT	5,572	2,228	38,033	50,000	40,299	42,000	0	
TOTAL PAYROLL	602,101	613,706	873,548	748,516	573,559	740,453	591,695	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
ADMINISTRATION

	2016-2017	2017-2018	2018-2019	(-----	2019-2020	-----)	(-----	2020-2021	-----)
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	
							PB	SELECTED	
<u>UTILITIES & SUNDRY</u>									
01-60430 PUBLIC INFORMATION SERVICES	12,242	11,389	9,085	15,000	4,725	5,500	5,500		
01-60440 SUNDRY	2,765	1,929	1,684	7,000	3,979	4,500	4,500		
01-60450 TELECOM	10,555	6,617	6,800	11,000	8,637	11,000	12,500		
01-60465 GENERAL INSURANCE	3,218	2,366	2,741	3,500	2,463	3,500	3,500		
01-60469 UNEMPLOYMENT CLAIMS (TWC)	0	0	0	15,000	14,831	14,831	0		
01-60475 COMMUNITY RELATIONS	0	0	0	500	387	500	500		
01-60477 EMPL/VOL APPRECIATION	3,652	2,416	2,875	5,000	2,262	3,000	3,000		
01-60480 RECORDING FEES	658	0	0	1,500	0	500	500		
01-60490 UTILITIES	8,871	8,702	8,317	9,000	8,311	9,000	9,000		
TOTAL UTILITIES & SUNDRY	41,961	33,418	31,502	67,500	45,595	52,331	39,000		
<u>CAPITAL OUTLAY</u>									
01-60550 COMPUTERS/FURNITURE/EQUIP	5,720	9,676	9,875	10,000	4,874	4,874	5,000		
01-60551 SOFTWARE (PERMITS/ETC)	375	0	0	0	0	0	0		
TOTAL CAPITAL OUTLAY	6,095	9,676	9,875	10,000	4,874	4,874	5,000		
<u>TRANSFERS</u>									
TOTAL ADMINISTRATION	898,018	965,177	1,315,239	1,182,766	903,745	1,124,363	856,545		

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
POLICE DEPARTMENT

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-61050 BUILDING MAINTENANCE	4,904	9,540	10,050	20,000	12,074	15,000	15,000	
01-61060 VEHICLE M & O	43,544	27,163	31,576	20,000	16,729	20,000	20,000	
01-61061 FUEL	0	29,324	28,297	30,000	25,479	30,000	30,000	
01-61080 RADAR REP/CALIBRATION	880	541	672	1,000	984	1,000	1,000	
TOTAL MAINTENANCE	49,328	66,567	70,595	71,000	55,265	66,000	66,000	
REPAIRS								
01-61150 EQUIPMENT CONTRACTS/REPAIRS	14,816	17,202	13,545	25,000	19,633	25,000	25,000	
01-61155 COMPUTER MAINTENANCE	38,439	36,241	53,147	55,000	52,103	55,000	55,000	
01-61190 JANITORIAL	4,491	4,706	6,522	6,500	5,424	6,500	7,500	
TOTAL REPAIRS	57,746	58,149	73,213	86,500	77,160	86,500	87,500	
CONTRACT SERVICES								
01-61200 CITY ATTORNEY FEES	0	0	955	5,000	1,049	1,500	2,500	
01-61210 MEDICAL EXAMINATIONS	295	3,069	2,670	3,000	1,901	3,000	3,000	
01-61211 PSYCHOLOGICAL EXAMINATIONS	0	0	0	4,000	3,500	4,000	4,000	
01-61213 PSYCHOLOGICAL COUNSELING	0	0	0	0	0	0	1,000	
01-61221 MEMBERSHIPS/SUBSCRIPTIONS	4,524	2,711	4,965	4,800	4,140	4,800	4,800	
01-61230 OFFICE SUPPLIES	3,657	4,073	3,932	5,000	4,956	5,000	5,000	
01-61240 POLICE SUPPLIES	15,853	16,693	13,589	15,500	15,091	15,500	20,500	
01-61250 POSTAGE	191	187	585	500	243	500	500	
01-61256 DISPATCH/CTECC	40,251	80,502	80,502	92,577	92,577	92,577	106,464	
01-61260 EMPLOYMENT ADS/RECRUITING	0	289	1,101	1,000	538	1,000	1,000	
01-61290 RECORDS STORAGE & MAINTENANCE	0	973	866	1,000	1,118	1,400	1,000	
TOTAL CONTRACT SERVICES	64,771	108,497	109,165	132,377	125,113	129,277	149,764	
PAYROLL								
01-61330 SALARIES	921,464	883,690	1,029,508	1,202,952	999,408	1,150,000	1,208,194	
01-61335 CERTIFICATION PAY	8,864	8,975	14,174	17,680	14,177	16,100	18,252	
01-61340 PAYROLL TAXES	70,885	67,328	79,419	92,146	79,897	90,000	95,027	
01-61341 RETIREMENT	162,046	157,384	174,770	199,269	169,947	191,500	208,849	
01-61342 LONGEVITY	6,613	5,315	6,762	8,525	5,726	6,500	6,770	
01-61343 VEHICLE/PHONE ALLOWANCE	0	0	0	0	0	0	7,920	
01-61344 MEDICAL/DENTAL INSURANCE	119,401	146,925	156,075	194,863	150,984	175,000	193,196	
01-61346 WORKERS COMP INSURANCE	22,721	21,872	19,261	24,300	22,583	22,583	24,065	
01-61350 CONTRACT/TEMPORARY SUPPORT	0	0	0	0	389	389	0	
TOTAL PAYROLL	1,311,994	1,291,489	1,479,969	1,739,735	1,443,110	1,652,072	1,762,273	
UTILITIES & SUNDRY								
01-61450 TELECOM	8,272	10,455	11,588	10,500	14,587	17,000	15,000	
01-61465 GENERAL INSURANCE	25,965	20,748	21,579	26,000	23,204	23,204	26,000	
01-61469 UNEMPLOYMENT CLAIMS	0	10,770	0	0	0	0	0	
01-61470 TRAINING	18,665	14,291	18,685	16,000	13,197	16,000	16,000	
01-61475 COMMUNITY RELATIONS	6,148	5,920	11,310	7,000	3,729	3,500	3,000	
01-61477 EMPL/VOL APPRECIATION	1,753	1,044	1,837	2,000	1,978	2,000	2,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----)		(----- 2020-2021 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
01-61480 UNIFORM ALLOWANCE	8,333	15,412	16,069	16,000	9,964	16,000	16,000	
01-61485 FIRING RANGE/AMMUNITION/GUNS	3,824	4,770	8,952	5,500	3,279	5,500	5,500	
01-61490 UTILITIES	12,331	13,405	12,949	13,000	12,084	13,000	13,000	
TOTAL UTILITIES & SUNDRY	85,290	96,815	102,969	96,000	82,023	96,204	96,500	
CAPITAL OUTLAY								
01-61550 COMPUTERS/FURNITURE/EQUIP	69,041	3,818	9,017	18,400	17,813	18,400	10,000	
01-61551 DIGITAL VIDEO SYST FOR CARS	16,445	20,799	11,909	14,000	12,075	12,075	0	
01-61553 PATROL VEHICLES	41,901	79,999	110,488	110,500	115,324	115,325	0	
01-61554 RADIOS	39,460	36,747	34,323	16,300	15,219	15,219	0	
01-61555 VESTS	2,213	2,213	3,425	3,000	5,845	5,845	3,340	
01-61556 RADAR EQUIPMENT	11,039	6,025	9,038	6,400	6,255	6,255	0	
01-61558 CAPITAL OUTLAY-TASERS	0	0	12,568	5,250	4,608	4,608	5,250	
01-61559 CO - PD GRANT EXPENSE	0	8,745	0	0	0	0	0	
01-61560 CAPITAL OUTLAY-BODY CAMERAS	0	0	3,921	6,400	5,911	5,911	6,400	
TOTAL CAPITAL OUTLAY	180,098	158,345	194,687	180,250	183,050	183,638	24,990	
TRANSFERS								
TOTAL POLICE DEPARTMENT	1,749,228	1,779,862	2,030,600	2,305,862	1,965,721	2,213,691	2,187,027	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
PLANNING & DEVELOPMENT

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-63055 COMPUTER MAINTENANCE	0	4,443	4,954	11,500	11,470	11,500	33,500	
01-63060 VEHICLE M & O	4,873	3,191	225	2,000	130	500	1,000	
01-63061 FUEL	0	899	606	1,000	500	800	1,000	
TOTAL MAINTENANCE	4,873	8,532	5,785	14,500	12,101	12,800	35,500	
REPAIRS								
01-63157 CODE COMPLIANCE EXPENSE	0	0	0	1,000	722	1,000	1,000	
TOTAL REPAIRS	0	0	0	1,000	722	1,000	1,000	
CONTRACT SERVICES								
01-63205 CONSULTANT FEES	89,647	58,176	82,825	50,000	43,032	50,000	50,000	
01-63210 CITY ATTORNEY FEES	0	0	0	0	0	0	75,000	
01-63220 TRAINING	4,955	5,142	4,903	5,000	3,675	5,000	7,500	
01-63230 OFFICE SUPPLIES	3,567	2,894	2,032	2,500	2,012	2,500	2,500	
01-63240 MEMBERSHIPS/PROFESSIONAL FEES	1,930	1,392	1,071	2,500	370	1,200	5,000	
01-63245 INSPECTIONS/PLAN REVIEWS	18,649	21,075	23,970	20,000	23,120	27,500	25,000	
01-63250 POSTAGE	0	0	0	0	0	0	2,000	
01-63266 CREDIT CARD FEES	0	0	0	0	0	0	1,500	
01-63270 PRINTING	0	0	0	0	0	0	1,000	
01-63280 PUBLIC NOTICES	0	0	0	0	0	0	2,000	
01-63290 RECORDS STORAGE & MAINTENANCE	0	0	0	0	0	0	1,000	
TOTAL CONTRACT SERVICES	118,748	88,678	114,800	80,000	72,209	86,200	172,500	
PAYROLL								
01-63330 SALARIES	149,693	138,966	102,126	155,958	124,574	135,000	331,793	
01-63340 PAYROLL TAX	11,454	10,725	7,982	11,946	9,904	11,500	25,864	
01-63341 RETIREMENT	25,575	24,411	17,282	25,835	21,480	25,000	57,921	
01-63342 LONGEVITY	1,420	440	10	0	0	0	2,015	
01-63343 VEHICLE/PHONE ALLOWANCE	0	0	0	0	0	0	3,840	
01-63344 MEDICAL/DENTAL INSURANCE	17,764	18,704	15,235	22,925	17,844	21,200	48,734	
01-63346 WORKERS COMP INSURANCE	777	894	842	1,350	951	951	1,322	
01-63350 CONTRACT/TEMPORARY SUPPORT	0	16,650	221	0	0	0	0	
TOTAL PAYROLL	206,682	210,788	143,697	218,014	174,753	193,651	471,488	
UTILITIES & SUNDRY								
01-63450 TELECOM	0	1,823	1,376	4,000	1,504	2,500	3,500	
01-63465 GENERAL INSURANCE	1,617	1,401	3,089	3,100	1,912	1,912	3,000	
TOTAL UTILITIES & SUNDRY	1,617	3,224	4,465	7,100	3,416	4,412	6,500	
CAPITAL OUTLAY								
01-63540 COMPUTERS/FURNITURE/EQUIP	0	0	19,500	27,000	25,365	27,000	2,500	
01-63546 PW VEHICLES	0	61,764	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	61,764	19,500	27,000	25,365	27,000	2,500	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
 PLANNING & DEVELOPMENT

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
EXPENDITURES								
TRANSFERS								
TOTAL PLANNING & DEVELOPMENT	331,920	372,985	288,247	347,614	288,566	325,063	689,488	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
PUBLIC WORKS

	2016-2017	2017-2018	2018-2019	(-----	2019-2020	(-----	2020-2021	(-----)
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
							PB	SELECTED
REPAIRS								
01-64151 DRAINAGE REPAIRS & MAINT	97,101	94,635	151,433	130,000	113,420	130,000	130,000	
01-64155 ROW MAINTENANCE	80,896	140,699	146,667	100,000	63,334	100,000	100,000	
01-64160 FIRE SAFETY/BRUSH PICKUP	0	0	156,560	0	0	0	0	
01-64161 FIRE SAFETY-HZDRS MITIGTN GRNT	40,965	44,383	50,983	0	0	0	0	
01-64165 SIGN MAINTENANCE	20,983	17,594	20,352	20,000	12,806	20,000	20,000	
01-64170 STREET LIGHTING	121	0	0	0	37	100	100	
01-64175 STREET REPAIRS	16,033	36,187	25,283	25,000	17,618	25,000	25,000	
01-64185 TRASH/CARCASS REMOVAL	1,481	2,840	1,685	2,500	1,660	2,500	2,500	
TOTAL REPAIRS	257,580	336,338	552,962	277,500	208,874	277,600	277,600	
CONTRACT SERVICES								
01-64217 SOLID WASTE SERVICES	396,193	411,510	430,394	445,050	372,109	445,050	472,665	
TOTAL CONTRACT SERVICES	396,193	411,510	430,394	445,050	372,109	445,050	472,665	
CAPITAL OUTLAY								
01-64550 STREET IMPRV/TRAFFIC CALMING	118,649	0	0	0	0	0	0	
01-64551 SIGNS WITH RADAR	0	5,665	9,856	0	0	0	0	
01-64553 CITY HALL REMODEL/REBUILD	19,965	0	65,233	10,000	1,835	1,835	0	
01-64555 DRAINAGE IMPROVEMENTS	1,000	62,209	194,091	0	0	0	0	
01-64559 STREET IMPRV - WILDCAT HOLLOW	66,970	0	0	0	0	0	0	
01-64565 STREET REPAVING/MAINT - WD10	0	83,025	201,161	230,675	88,893	230,675	0	
01-64567 STREET ANNUAL MAINT PROGRAM	0	0	157,700	820,000	120,729	820,000	503,750	
TOTAL CAPITAL OUTLAY	206,584	150,899	628,041	1,060,675	211,457	1,052,510	503,750	
TRANSFERS								
TOTAL PUBLIC WORKS	860,356	898,747	1,611,398	1,783,225	792,439	1,775,160	1,254,015	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

01 -GENERAL FUND
MUNICIPAL COURT

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(-----) 2019-2020 CURRENT BUDGET	(-----) 2019-2020 Y-T-D ACTUAL	(-----) 2019-2020 PROJECTED YEAR END	(-----) 2020-2021 REQUESTED BUDGET PB	(-----) 2020-2021 PROPOSED BUDGET SELECTED
REPAIRS								
01-67150 COMPUTER MAINTENANCE/UPGRADE	25,969	17,159	14,203	20,000	18,022	20,000	20,000	
TOTAL REPAIRS	25,969	17,159	14,203	20,000	18,022	20,000	20,000	
CONTRACT SERVICES								
01-67220 TRAINING	1,199	2,518	2,387	4,000	2,230	2,500	2,500	
01-67221 MEMBERSHIPS/SUBSCRIPTIONS	0	0	80	400	181	400	400	
01-67230 COURT SUPPLIES	1,340	1,627	1,260	1,500	615	1,000	1,000	
01-67250 POSTAGE	628	564	614	250	369	500	500	
01-67260 PROSECUTOR FEES	29,831	36,927	31,786	32,000	20,204	25,000	25,000	
01-67266 CREDIT CARD FEES	6,366	5,527	5,454	6,000	5,060	6,000	6,000	
01-67290 RECORDS STORAGE & MAINTENANCE	0	518	492	1,200	626	1,000	1,000	
TOTAL CONTRACT SERVICES	39,364	47,680	42,073	45,350	29,286	36,400	36,400	
PAYROLL								
01-67330 SALARIES	133,494	142,865	122,671	153,414	111,370	130,000	139,834	
01-67340 PAYROLL TAXES	10,363	11,086	9,405	11,752	8,561	10,000	10,799	
01-67341 RETIREMENT	18,944	21,037	16,403	19,052	16,870	19,000	24,185	
01-67342 LONGEVITY	2,075	1,693	896	1,020	879	1,020	1,150	
01-67344 MEDICAL/DENTAL INSURANCE	17,764	23,054	19,933	22,925	18,708	21,200	24,054	
01-67346 WORKERS COMP INSURANCE	398	466	346	520	501	501	683	
TOTAL PAYROLL	183,038	200,201	169,654	208,683	156,888	181,721	200,704	
UTILITIES & SUNDRY								
01-67465 GENERAL INSURANCE	335	397	274	500	359	359	500	
01-67475 PUBLIC EDUCATION/COMM RELATION	0	0	0	250	0	250	250	
TOTAL UTILITIES & SUNDRY	335	397	274	750	359	609	750	
CAPITAL OUTLAY								
TRANSFERS								
TOTAL MUNICIPAL COURT	248,706	265,437	226,204	274,783	204,555	238,730	257,854	
TOTAL EXPENDITURES	4,088,228	4,282,207	5,471,688	5,894,251	4,155,026	5,677,007	5,244,929	
REVENUE OVER/ (UNDER) EXPENDITURES	1,342,377	1,339,350	779,704	(122,125)	1,552,262	301,441	472,605	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

05 -BEE CAVE ROAD IMPROVEMENT
 PUBLIC WORKS

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	(----- PROJECTED YEAR END	(----- 2020-2021 REQUESTED BUDGET PB	(----- PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
05-63200 BEE CAVE ROAD ROW/EASEMENT	300,892	281,034	123,460	0	0	0	0	
05-63205 CONSULTANT FEES/THIRD PARTY	17,671	11,659	20,876	0	(50)	(50)	0	
05-63210 OUTSIDE LEGAL	27,849	47,732	8,323	0	1,495	1,495	0	
TOTAL CONTRACT SERVICES	346,411	340,425	152,659	0	1,445	1,445	0	
TOTAL PUBLIC WORKS	346,411	340,425	152,659	0	1,445	1,445	0	
TOTAL EXPENDITURES	346,411	340,425	152,659	0	1,445	1,445	0	
REVENUE OVER/ (UNDER) EXPENDITURES	(346,411)	(340,425)	(152,659)	0	(1,445)	(1,445)	0	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

06 -COURT SPECIAL REVENUE

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)		(----- 2020-2021 -----)		
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
FINES & WARRANTS								
06-44170 LTPDF-LOCAL TRUANCY PREVENTION	0	0	0	0	1,290	1,300	1,300	
06-44180 LMJF-LOCAL MUNICIPAL JURY FUND	0	0	0	0	26	50	50	
06-44200 SECURITY FEES	6,906	6,603	6,177	6,100	4,062	4,100	4,100	
06-44300 TECHNOLOGY FEES	9,186	8,768	8,216	8,100	4,360	4,500	4,500	
TOTAL FINES & WARRANTS	16,092	15,371	14,393	14,200	9,738	9,950	9,950	
CHILD SAFETY REVENUE								
06-45015 CHILD SAFETY & HEALTH REVENUE	8,696	10,957	13,254	9,700	9,677	9,700	9,700	
TOTAL CHILD SAFETY REVENUE	8,696	10,957	13,254	9,700	9,677	9,700	9,700	
TOTAL REVENUES	24,788	26,328	27,647	23,900	19,415	19,650	19,650	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

06 -COURT SPECIAL REVENUE
MUNICIPAL COURT

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
06-67290 SECURITY EXPENSE	3,106	3,578	2,680	5,000	0	2,500	5,000	
06-67291 TECHNOLOGY EXPENSE	4,000	1,564	3,451	4,500	1,141	4,500	4,500	
TOTAL CONTRACT SERVICES	7,106	5,142	6,131	9,500	1,141	7,000	9,500	
CAPITAL OUTLAY								
06-67555 CO - SECURITY EXPENSE	30,936	0	0	3,000	0	0	3,000	
06-67560 CO - TECHNOLOGY EXPENSE	0	8,009	28,945	10,565	0	10,565	10,565	
TOTAL CAPITAL OUTLAY	30,936	8,009	28,945	13,565	0	10,565	13,565	
TOTAL MUNICIPAL COURT	38,042	13,151	35,076	23,065	1,141	17,565	23,065	
TOTAL EXPENDITURES	38,042	13,151	35,076	23,065	1,141	17,565	23,065	
REVENUE OVER/ (UNDER) EXPENDITURES	(13,254)	13,177	(7,429)	835	18,275	2,085	(3,415)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

07 -PD SPECIAL REVENUE

REVENUES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----)		(----- 2020-2021 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
PD SPECIAL REVENUE								
07-45010 MISCELLANEOUS INCOME	0	20	0	0	0	0	0	
07-45014 POLICE TRAINING REV (LEOSE)	1,565	1,785	1,538	1,538	1,518	1,518	1,538	
07-45040 SALE OF ASSETS	1,380	3,357	17,992	200	3,205	3,205	200	
TOTAL PD SPECIAL REVENUE	2,945	5,162	19,530	1,738	4,723	4,723	1,738	
TOTAL REVENUES	2,945	5,162	19,530	1,738	4,723	4,723	1,738	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

07 -PD SPECIAL REVENUE
POLICE DEPARTMENT

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----)		(----- 2020-2021 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
UTILITIES & SUNDRY								
07-61405 MISCELLANEOUS	450	0	0	0	0	0	0	
07-61470 LEOSE TRAINING	1,565	395	3,260	1,538	528	1,538	1,538	
07-61471 SPECIAL REVENUE TRAINING	0	0	0	6,462	0	6,462	6,462	
TOTAL UTILITIES & SUNDRY	2,015	395	3,260	8,000	528	8,000	8,000	
TOTAL POLICE DEPARTMENT	2,015	395	3,260	8,000	528	8,000	8,000	
TOTAL EXPENDITURES	2,015	395	3,260	8,000	528	8,000	8,000	
REVENUE OVER/ (UNDER) EXPENDITURES	930	4,767	16,270	(6,262)	4,195	(3,277)	(6,262)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

08 -TREE FUND

REVENUES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----)			(----- 2020-2021 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
08-40200 OAK WILT FEE	7,950	5,550	4,650	5,000	7,800	7,800	5,000	
08-40260 TREE REPLACEMENT REVENUE	2,250	9,600	0	0	0	0	0	
TOTAL REVENUE	10,200	15,150	4,650	5,000	7,800	7,800	5,000	
TOTAL REVENUES	10,200	15,150	4,650	5,000	7,800	7,800	5,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

08 -TREE FUND
TREE FUND

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
08-60050 HABITAT RESTORATION & DEMOSITE	0	0	2,018	45,000	5,720	5,720	45,000	
TOTAL MAINTENANCE	0	0	2,018	45,000	5,720	5,720	45,000	
REPAIRS								
08-60156 CITY SIGN & LANDSCAPING	0	0	0	4,250	1,381	2,000	4,250	
TOTAL REPAIRS	0	0	0	4,250	1,381	2,000	4,250	
UTILITIES & SUNDRY								
08-60460 TREE PRESERVATION	75,095	0	0	0	0	0	0	
TOTAL UTILITIES & SUNDRY	75,095	0	0	0	0	0	0	
TOTAL TREE FUND	75,095	0	2,018	49,250	7,102	7,720	49,250	
TOTAL EXPENDITURES	75,095	0	2,018	49,250	7,102	7,720	49,250	
REVENUE OVER/ (UNDER) EXPENDITURES	(64,895)	15,150	2,632	(44,250)	698	80	(44,250)	

*** END OF REPORT ***

**CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS -WASTEWATER
FY 2020-2021**

AS OF 8/26/2020

WASTEWATER (WW) FUNDS			
02	10	11	
WW FUND	WW DEBT SERVICE FUND	WW CONSTR. FUND	TOTAL WW FUNDS
REVENUES			
\$ -	\$ -	\$ -	\$ -
-	-	-	-
-	-	-	-
-	-	-	-
2,012,400	4,500	4,500	2,021,400
\$ 2,012,400	\$ 4,500	\$ 4,500	\$ 2,021,400
EXPENSES			
			\$ -
			-
			-
			-
1,938,790	-	-	1,938,790
\$ 1,938,790	\$ -	\$ -	\$ 1,938,790
BUDGET SURPLUS/ (SHORTFALL)			
\$ 73,610	\$ 4,500	\$ 4,500	\$ 82,610

WW FUND	Audited 9/30/17	Audited 9/30/18	Audited 9/30/19	Est FYE Budget FY19-20	Proposed Budget FY20-21
WW Fund Balance	\$ 1,706,071.49	\$ 1,892,748.18	\$ 2,043,695.54	\$ 2,174,650.54	\$ 2,257,260.54

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

02 -WASTE WATER FUND

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
02-50100 WASTEWATER REVENUE	1,962,396	1,848,905	1,882,707	1,950,000	1,728,291	1,900,000	1,950,000	
02-50200 WASTEWATER PENALTIES	15,439	7,625	4,671	15,000	3,683	4,000	4,000	
02-50250 INDUSTRIAL SURCHARGE REVENUE	8,912	39,434	83,888	35,000	83,292	90,000	55,000	
02-50300 REIMBURSEMENT REVENUE	0	0	0	0	6,048	6,008	0	
02-50400 PRELIM ENGR ASSESSMENT FEE	0	0	0	0	1,535	1,535	0	
02-50500 ADMINISTRATIVE FEES	16,704	7,689	6,013	10,000	2,814	3,000	3,000	
02-50505 CREDIT CARD FEES	0	1,030	3,621	2,000	3,074	3,200	0	
02-50700 IMPACT FEES	0	91,932	0	0	5,100	5,100	0	
02-50750 INTEREST INCOME	324	610	865	840	404	420	400	
TOTAL REVENUE	2,003,774	1,997,225	1,981,766	2,012,840	1,834,241	2,013,263	2,012,400	
TOTAL REVENUES	2,003,774	1,997,225	1,981,766	2,012,840	1,834,241	2,013,263	2,012,400	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

02 -WASTE WATER FUND
WASTEWATER DEPARTMENT

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----) CURRENT BUDGET	(----- 2019-2020 -----) Y-T-D ACTUAL	(----- 2019-2020 -----) PROJECTED YEAR END	(----- 2020-2021 -----) REQUESTED BUDGET PB	(----- 2020-2021 -----) PROPOSED BUDGET SELECTED
MAINTENANCE								
02-60005 SYSTEM MAINTENANCE	17,336	36,805	22,650	30,000	9,708	12,500	15,000	
02-60055 COMPUTER MAINTENANCE	0	8,239	9,732	12,500	14,311	15,000	0	
TOTAL MAINTENANCE	17,336	45,044	32,382	42,500	24,019	27,500	15,000	
CONTRACT SERVICES								
02-60205 WASTEWATER PROJECT CONSULTANT	60,891	14,063	14,118	10,000	4,076	5,000	0	
02-60220 TREATMENT CHARGES (COA)	431,071	400,972	387,267	410,000	346,060	410,000	410,000	
02-60225 TRAINING	0	0	1,488	2,500	580	580	0	
02-60230 BILLING FEES/AWR	46,679	5,019	5,691	6,000	5,030	6,000	42,000	
02-60235 OFFICE SUPPLIES	29	249	693	1,500	597	597	0	
02-60240 LEGAL SERVICES	1,542	2,026	405	5,000	0	500	1,000	
02-60250 WW CHEMICALS	15,896	23,625	19,977	30,000	23,565	25,000	30,000	
02-60260 WW UTILITIES	8,484	7,594	7,544	9,000	6,515	7,750	9,000	
02-60266 CREDIT CARD FEES	77	2,016	2,975	2,500	4,038	4,200	3,500	
02-60270 WW M & O - FIXED/CROSSROADS	27,000	27,105	27,105	30,000	22,588	27,105	30,000	
02-60275 WW M & O - VARIABLE/CROSSROADS	132,374	104,197	181,324	120,000	162,369	170,000	150,000	
TOTAL CONTRACT SERVICES	724,044	586,865	648,587	626,500	575,417	656,732	675,500	
PAYROLL								
02-60330 WW SALARIES	14,827	48,854	45,823	55,016	42,344	44,550	0	
02-60340 PAYROLL TAXES	1,057	3,399	3,312	4,214	3,377	3,500	0	
02-60341 RETIREMENT	2,375	7,723	7,425	9,012	6,223	6,223	0	
02-60344 MEDICAL/DENTAL INSURANCE	3,093	9,300	10,400	11,463	7,618	7,618	0	
02-60346 WORKERS COMP INSURANCE	0	83	209	260	267	267	0	
TOTAL PAYROLL	21,351	69,359	67,169	79,965	59,830	62,158	0	
UTILITIES & SUNDRY								
02-60405 MISCELLANEOUS	20	0	14	1,000	0	0	0	
02-60410 ENGINEERING	11,578	6,307	8,329	6,500	6,556	8,000	7,500	
02-60450 TELECOM	0	0	48	960	922	922	1,500	
02-60465 GENERAL INSURANCE	3,631	5,716	5,903	5,900	6,156	6,156	5,900	
TOTAL UTILITIES & SUNDRY	15,230	12,024	14,294	14,360	13,634	15,078	14,900	
CAPITAL OUTLAY								
02-60510 DEBT PAYMENTS	500,324	483,763	468,729	1,051,588	149,596	1,038,245	1,068,390	
02-60515 DEBT PMT TO GENERAL FUND	0	6,828	0	150,000	0	150,000	150,000	
02-60565 CAPITAL OUTLAY - WW SYSTEM	0	0	0	10,000	1,647	1,647	10,000	
02-60570 WW PUMPS	0	0	0	5,000	0	5,000	5,000	
TOTAL CAPITAL OUTLAY	500,324	490,590	468,729	1,216,588	151,243	1,194,892	1,233,390	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

02 -WASTE WATER FUND
 WASTEWATER DEPARTMENT

EXPENDITURES	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	(----- 2019-2020 -----)		(----- 2020-2021 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
TRANSFERS								
02-60998 DEPRECIATION	663,562	619,192	619,767	0	0	0	0	
TOTAL TRANSFERS	663,562	619,192	619,767	0	0	0	0	
TOTAL WASTEWATER DEPARTMENT	1,941,847	1,823,074	1,850,929	1,979,912	824,143	1,956,360	1,938,790	
TOTAL EXPENDITURES	1,941,847	1,823,074	1,850,929	1,979,912	824,143	1,956,360	1,938,790	
REVENUE OVER/ (UNDER) EXPENDITURES	61,927	174,151	130,837	32,928	1,010,097	56,903	73,610	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2020
 PROPOSED BUDGET FOR AUGUST 26, 2020

10 -WASTEWATER DEBT SERVICE

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)		(----- 2020-2021 -----)		
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
10-40100 INTEREST INCOME	2,329	4,299	8,453	7,800	5,228	5,500	4,500	
TOTAL INCOME	2,329	4,299	8,453	7,800	5,228	5,500	4,500	
TOTAL REVENUES	2,329	4,299	8,453	7,800	5,228	5,500	4,500	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

10 -WASTEWATER DEBT SERVICE
WW DEBT SERVICE

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----) (----- 2020-2021 -----)				
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CAPITAL OUTLAY								
10-60510 DEBT PAYMENTS	0	0	0	0	(62,452)	(62,452)	0	
TOTAL CAPITAL OUTLAY	0	0	0	0	(62,452)	(62,452)	0	
TOTAL WW DEBT SERVICE	0	0	0	0	(62,452)	(62,452)	0	
TOTAL EXPENDITURES	0	0	0	0	(62,452)	(62,452)	0	
REVENUE OVER/ (UNDER) EXPENDITURES	2,329	4,299	8,453	7,800	67,680	67,952	4,500	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

11 -WASTEWATER CONSTRUCTION

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
11-40100 INTEREST INCOME	4,369	8,226	11,658	11,000	5,448	6,100	4,500	
TOTAL INCOME	4,369	8,226	11,658	11,000	5,448	6,100	4,500	
TOTAL REVENUES	4,369	8,226	11,658	11,000	5,448	6,100	4,500	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2020
PROPOSED BUDGET FOR AUGUST 26, 2020

11 -WASTEWATER CONSTRUCTION
EXPENSE

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
<u>REPAIRS</u>								
<u>CONTRACT SERVICES</u>								
<u>CAPITAL OUTLAY</u>								
11-60500 CAPITAL OUTLAY-CONSTRUCTION	43,500	0	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	43,500	0	0	0	0	0	0	
<u>TRANSFERS</u>								
TOTAL EXPENSE	43,500	0	0	0	0	0	0	
TOTAL EXPENDITURES	43,500	0	0	0	0	0	0	
REVENUE OVER/ (UNDER) EXPENDITURES	(39,131)	8,226	11,658	11,000	5,448	6,100	4,500	

*** END OF REPORT ***

Property Tax Calculations

2017 Net Taxable \$1,978,423,508	2018 Net Taxable \$2,159,747,675	2019 Net Taxable \$2,306,765,290	2020 Net Taxable \$2,331,217,207		Change 2019 to 2020 1.06%	
2017 Net Taxable w/o New Property \$1,941,071,015	2018 Net Taxable w/o New Property \$2,121,704,553	2019 Net Taxable w/o New Property \$2,283,027,464	2020 Net Taxable w/o New Property \$2,296,857,621		0.61%	
2017 Rollback Rate 0.0652	2018 Rollback Rate 0.0714	2019 Rollback Rate 0.0714	2020 Rollback Rate 0.0786		10.08%	
Appraised Values						
2017 Average Residence \$1,114,342	2018 Average Residence \$1,281,233	2019 Average Residence \$1,382,544	2020 Average Residence \$1,421,514		2.82%	
Taxable Values						
2017 Average Residence \$1,067,705	2018 Average Residence \$1,163,975	2019 Average Residence \$1,275,352	2020 Average Residence \$1,285,697		0.81%	
2017 Collection Rate 99.25%	2018 Collection Rate 100%	2019 Collection Rate 99%	2020 Collection Rate 99%			
	Average \$ Increase (actual rate)	Average \$ Increase (effective rate)	Tax on Average Residence	Estimated Tax Levy		Increase over Last Years Tax Levy
Rate						
0.0703	\$3.99	\$65.70	\$903.97	\$1,614,921	No New Revenue Rate	\$0
0.0700	\$0.00	-\$3.99	\$899.99	\$1,607,800	Current Rate	(\$7,120)
0.0786	\$110.57	\$106.58	\$1,010.56	\$1,805,330	Voter-Approval Rate	\$190,409
0.0917	\$279.00	\$275.01	\$1,178.98	\$2,106,218	De Minimis Rate*	\$491,298
as of 7.27.20						

*De Minimis Rate - New this year - To allow smaller cities some flexibility to adopt a tax rate that generates \$500,000 more in property tax revenue than the previous year.