

Appendix A

ATTEST:

BY: /s/ Patricia Wray
Patricia Wray, MPFC Secretary

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Section 5.06. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 5.07. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 5.08. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

AGREEMENT

WHEREAS, PREMISES CONSIDERED, this Interlocal Cooperation Agreement was adopted by the governing body of each entity, and approved on the date indicated below, and effective the date of the last party's approval.

City of Meadowlakes Texas

BY /s/ John Aaron
John Aaron, Mayor

APPROVED this 10th day of November, 2009.

ATTEST:

BY /s/ Linda A. Wendling
Linda A. Wendling, City Secretary

Meadowlakes Pubic Facilities Corporation

APPROVED this 14th day of December, 2009.

BY: /s/ Charles Burleson
Charles Burleson, President

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Section 4.03. Corporation Insurance and Indemnification. The City shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the Corporation, or for or with respect to the use of the Land and MGC by the Corporation the Corporation covenants and agrees that:

(a) The Corporation shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Corporation or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Land and the MGC;

(b) The Corporation shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests;

(c) The Corporation shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the City, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to the design, development, construction, and maintenance of the MGC by the City, or its agents, officers, employees and contractors.

ARTICLE 5.

MISCELLANEOUS

Section 5.01. Policy Making Authority. The City shall have exclusive control, supervision and policy making authority for and with respect to the Land and the MGC, save and except that the Corporation shall control, operate and plan the use of the Land and MGC for and during the periods and times the Land and MGC are set aside in the Use Agreement for the use and benefit of the Corporation.

Section 5.02. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Corporation or the City, except with respect to the Land and MGC as specifically set forth herein. This Agreement does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein.

Section 5.03. Jurisdiction. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either the City or the Corporation except as necessary to give effect to this Agreement. All the governmental functions and services of the City shall be and remain the sole responsibility of the City. All governmental services and functions of the Corporation shall be and remain the sole responsibility of the Corporation.

Section 5.04. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the Corporation nor to create any legal rights or claim on behalf of any third party. Neither the Corporation nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 5.05. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the Corporation and authorized by both governing bodies.

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Section 3.02. Early Termination. Notwithstanding any other provision hereof, in the event either party gives written notice to the other member of the parties, that party is unable to fulfill the financial commitments so documented in this agreement, the agreement will terminate in 90 days. Absent such written notification and on the condition that one of the parties fails to fulfill the financial commitments as specified herein, and furthermore lack of commitment ability results in a party's financial obligation being delinquent and past due by 90 days or more, the other party member shall have the right to immediately terminate this agreement.

Section 3.03. Renewal and Extension. Notwithstanding written notice by a party to this agreement providing notification to the contrary, this agreement will automatically renew on October 1, 2019 with identical terms and conditions, renewed for a period of 10 years, and correspondingly will renew perpetually in increments of ten years each thereafter, not withstanding the unforeseen condition whereby City adopts a resolution to dissolve the Corporation.

Section 3.04. Agreement Modification. This agreement may be amended and/or modified at any time by mutual agreement of the parties, with the provision that such modified agreement be documented and formally adopted by both the governing bodies of the City and Corporation, with such prerequisite required for amendment being in effect, and when so adopted any and all prior Interlocal Cooperation Agreements between the parties shall become immediately null and void.

ARTICLE 4.

INSURANCE AND INDEMNIFICATION

Section 4.01. Governmental Functions. Notwithstanding any provision to the contrary herein, this Agreement is a contract for, and with respect to the performance of governmental functions by governmental entities. With respect to the Corporation's use of the City's MGC, the Corporation shall be solely responsible for all risks arising with respect to the use of and activities on the Land in conjunction with Corporation sponsored events and programs, and the Corporation shall be responsible for funding and providing for insurance against risks arising with respect to the use of and activities on the Land in conjunction with Corporation sponsored events, programs and uses. The relationship of the City and the Corporation shall be that of independent governmental entities.

Section 4.02. City Insurance and Indemnification. The Corporation shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City, or for or with respect to the Land the City covenants and agrees that:

(a) The City shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the City or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement;

(b) The City shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests, with the provision that Corporation will reimburse the cost of such insurance being a condition of continuing this agreement;

(c) The City shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the Corporation, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to use of the Land or the MGC by the Corporation, or its agents, officers, employees and students.

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Section 2.18. Protection of Environment. The Corporation will establish policies and procedures as necessary to assure that all actions associated with the MGC operations will be conducted in accordance with established environmental protection practices and compliant with State laws and requirements established by State regulatory commissions having jurisdiction of protecting the environment. In the event of hazardous spills and other similar occurrences, the Corporation will accept responsibility for all costs of associated “clean-ups” required and fines levied.

Section 2.19. City Ordinances. The Corporation will plan and operate the MGC in a manner that is fully compliant with City Ordinances, as documented in the City of Meadowlakes Code Book, current issue as amended.

Section 2.20. Liquor License and Sales. The Corporation will continue to operate under the City’s TABC liquor license until December 17, 2009 or until such time that Corporation obtains a Corporation TABC license.. Working jointly with the City, the Corporation will develop and adopt a Management Agreement that defines and controls the relationship between the Corporation and the City during the period that Corporation is operating under the City’s TABC liquor license. The Corporation will reimburse the City for all costs involved in maintaining this arrangement for liquor, including, but not limited to, sales taxes and additional cost for general liability coverage involved in handling and sale of liquor. The Corporation will establish written policies and procedures associated with liquor storage and handing, retail sales operations, including monitoring of retail customer actions related to alcohol use and transporting. The Corporation will recognize and comply with all related laws, TABC rules and City ordinances. The Corporation will fund payment of all fines and penalties assessed against the City or the Corporation related to Corporation’s actions or in-actions related to non-compliance with State law, local law, TABC rules or City Ordinances. The Corporation agrees to adopt and operate in compliance with the associated Management Agreement included herein as Exhibit “E”.

Section 2.21. City Owned Property Inventory. The Corporation will conduct, jointly with the City, an inventory of all City owned property, loose equipment and furnishings as of October 1, 2009 and quarterly thereafter, providing a signed and “certified accurate and complete report” of same to the City. All discrepancies found (missing or damaged) will be documented in an inventory report, and agree that Corporation will reimburse the City for all missing or damaged items replacing with same or like item, or cash value.

Section 2.22 Independent Annual Financial Audit. The Corporation will utilize the City’s auditor services to conduct the Corporation’s required independent annual financial audit and will reimburse the City for cost incurred at a rate of “at cost” to the City.

ARTICLE 3. **TERM OF AGREEMENT AND RENEWAL**

Section 3.01. Term of Agreement. The parties agree that effective October 1, 2009 this agreement shall commence, be fully in effect, and furthermore upon that date, the Corporation will assume complete control of all business affairs, financial transactions, revenues, obligations and financial liabilities of the Corporation and the Municipal Golf Complex. The term of this Agreement shall be for ten years, commencing on October 1, 2009 and continuing through September 30, 2019, subject to City annual budget appropriations, at which time it will expire unless automatic renewal occurs by the conditions defined herein.

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actions, or agents thereof, related to operating the irrigation system or related to sprinkler head or lateral piping malfunctions and/or leaks. The Corporation will fund and perform preventive and routine maintenance of irrigation sprinkler heads, distribution system lateral piping, and control system electrical wiring. City will fund purchase cost of replacement sprinkler heads, as needed in support Corporation's R&R effort.

Section 2.12. Acceptance of Effluent. The Corporation will accept any and all City's effluent in both quantities and on a schedule ordered by the City to maintain City's effluent holding pond level within limits and in compliance with requirements specified by TCEQ.

Section 2.13. City Owned Equipment Care and Preventive Maintenance. – The Corporation will provide routine care for all City owned equipment; establishing policies and procedures to properly care for and protection of same. Preventive maintenance actions; (oil changes, fluid changes, lubrication, and such) will be performed by the Corporation on all City owned equipment consistent with manufacturer's published preventive maintenance requirements and schedule. Corporation will keep written records of all maintenance actions, and such records will be open for City inspection. Items that require routine adjustment or experience routine wear (for example mower reels/blades, pin setters, etc.) will be so maintained. City owned equipment where practical will be "stored out of the weather" and maintained clean. Equipment operators will be trained on proper operations so as to not damage equipment during use. Maintenance facility will be maintained in a neat and orderly manner consistent with industry norms for a maintenance facility. The Corporation will reimburse the City monthly the cost of City's lease-to-purchase payments for the City owned golf carts and golf course maintenance equipment as defined herein in Section 1.09.

Section 2.14. Utilities Cost. The Corporation will fund for and pay for all utilities costs associated with the Corporation's operation of the MGC, save and except that portion of cost provided by the City as defined herein section 1.14. The Corporation will fund for and pay all other cost and fees related to utilities, including costs and fees for; potable water, raw lake water, sewer services, solid waste disposal, and electric utilities.

Section 2.15. Access to Premises. The Corporation will provide to the City full access to MGC premises and facilities thereof, including but not limited to, the facilities and premises areas necessary for the City to; inventory City owned property and equipment, carry out maintenance actions, and to perform inspections as deemed appropriate and necessary by the City. Corporation will name a Corporation agent for coordinating schedule for City's access needs.

Section 2.16. Cooperative Sharing and Exchange of Resources. The Corporation will support an arrangement with the City whereby Corporation resources (labor, services and equipment) will be provided and/or loaned for City's benefit and use, with the provision that such resources so provided are available, that such effort and services serve the public good, and are exchanged in-kind for equivalent value of service by supply of City effort and resources. Corporation will support the City's effort to maintain an accounting of such effort and services provided to, and received from, the City, reimbursing the City on an monthly basis the value of any net resources and services received, with reimbursement in the form of Corporation supplied resource future "credits" or by a monetary payment, as selected at the discretion of the Corporation.

Section 2.17. MGC Water Source. The Corporation understands and agrees that the City has exclusive franchise rights to provide potable and irrigation water to the MGC, and as such, the Corporation, including agents thereof, will not enter into independent discussions or negotiations with other potential water providers without the written consent of the City. The Corporation will support efforts lead by the City as required to ensure that such sufficient irrigation water is available for future needs.

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Section 2.04. Recreational Complex Use Agreement. The Corporation will support development of, and correspondingly enter into, a formal Recreational Use Agreement with the City. Once adopted, the Corporation agrees to honor all provisions and requirements of the agreement.

Section 2.05. Loan Repayment. The Corporation will make loan payments monthly and in monthly amounts as defined in Exhibit "C" attachment to this agreement and Corporation will continue such payments on a monthly basis until such time that debt associated with the loan described herein in section 1.06 is fully repaid. The payment will be tendered on or before the first of each month, and continue until such time as the loan is repaid in full, or until such time that loan amount is changed or refinanced.

Section 2.06. Financial Accounting & Support Interface. The Corporation will designate an agent to act as a day-to-day working interface to the City employee assigned to perform support effort identified in section 1.07 herein. The Corporation's agent will provide the daily receipts and associated receipt documentation and certify same as correct and accurate, delivering same to the assigned City employee for processing and deposit. For MGC member billing, the Corporation's agent will identify and certify the appropriate financial "data set" to be used, as well as will supply "copy ready" newsletters or supplemental information sheets to be included in the billing mail-outs. Corporation will reimburse City for all cost of mailing, including envelopes, printing, copying and postage, associated with billing. Corporation will reimburse the City for that effort that exceeds the level of five-hours-per-week average as defined in section 1.07 and will reimburse the City for all effort required after October 1, 2011. Corporation accepts sole responsibility for processing Corporation's payables and employee payroll activities, providing all required accounting labor effort and processes for same.

Section 2.07. Buildings Maintenance & Care. The Corporation will fund and will be responsible to ensure that appropriate maintenance is performed on parking lot, facilities, building, and structures, funded at a level sufficient to maintained protection all assets from deteriorating in value and functional capability, as a minimum. In addition routine and periodic cleaning and care of the buildings and facilities will be performed, including the kitchen and kitchen equipment, and as such Corporation will maintain the facilities and premises in a clean, neat and orderly condition. The Corporation will also perform preventive maintenance actions, such as but not limited to, scheduled HVAC filter changes as identified in writing and required by the City.

Section 2.08. Swimming Pool Facility. The Corporation will fund and will assume responsibility to maintain the swimming pool facility and furnishings in a functional, clean, neat and orderly condition. Corporation will assume responsibility to provide routine surveillance to ensure that customer use rules are enforced and complied with.

Section 2.09. Tennis Court Facility. The Corporation will fund and will assume responsibility to maintain the tennis facility in a functional, clean, neat and orderly condition.

Section 2.10. Supplies, Merchandise & consumables. The Corporation will supply all supplies, merchandise, and consumables required to stock, restock and operate the HFGC subsequent to assuming MGC operations responsibility as of October 1, 2009.

Section 2.11. Golf Course Irrigation Operations and Maintenance. – The Corporation will operate the golf course irrigation system in a manner that is safe and in full compliance with City's effluent land application permit and will conduct operations in compliance with Texas Commission on Environmental Quality (TCEQ) requirements. Corporation will place particular emphasis on immediately correcting situations that lead to TCEQ prohibited conditions caused by irrigation system leaks, irrigation water "puddling", or golf course effluent water runoff. The Corporation accepts responsibility to pay and/or otherwise settle any and all penalties and fines assessed by TCEQ which are caused by Corporation

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Relaxation (R&R) accommodations in the form of a City owned office trailer located at City's potable water treatment facility, with the provision that such trailer's assured availability for Corporation's use is limited only for use thru June 30, 2010, and the "at cost" of trailer utilities be reimbursed at \$100 per month.

Section 1.22. City Owned Property Inventory. The City and Corporation will jointly conduct an inventory of all City owned property, loose equipment and furnishings on October 1, 2009 and quarterly thereafter, providing a signed and "certified accurate and complete report" of same to the City. All discrepancies found (missing or damaged) shall be documented in the inventory report, with the provision that Corporation will reimburse the City for all missing or damaged items by replacing with same or like item, or cash value.

Section 1.23 Independent Annual Financial Audit. The City will contract for effort to conduct the Corporation's required independent annual financial audit, subject to the provision that Corporation will reimburse the City for cost incurred at a rate of "at cost" to the City.

ARTICLE 2.

PERFORMANCE BY MEADOWLAKES PUBLIC FACILITY CORPORATION

Section 2.01. Operations Management. The Corporation will finance, manage and oversee all aspects of operating the City owned facilities of the Hidden Falls Golf Course and further agree to expend a "good and best faith" effort, provide appropriate focus and management attention, perform all Corporation planning and oversight as appropriate to ensure the financial success of the Meadowlakes Public Facility Corporation's assigned mission. Corporation will operate the MGC as a public facility. Corporation will, to the best of its abilities, finance the recurring cost of MGC operations and maintenance using proceeds derived solely from the enterprise, so as not to require recurring monetary subsidies from the City.

Section 2.02. Lease of Golf Course. The Corporation will lease the MGC by entering into a formal lease agreement with the City, with such lease signed and executed by the Corporation, and to the best of its abilities and financial capabilities, Corporation agrees to honor all provisions and requirements contained therein. The Corporation will put in place appropriate plans, controls and measures necessary to protect all assets under lease; protecting same from damage and loss, and from deteriorating in value. in excess of normal wear and tear. As a condition of the lease, the Corporation will fund and maintain the leased assets in "as good or better" condition through out the term of the lease. The Corporation will support an annual and joint activity with the City, to develop an ARCA, consistent with the requirement that ARCA shall include sufficient commitment of funds to reimburse or otherwise cover all costs to the City for support and services as defined herein. The FY2010 mutually adopted ARCA is included herein as Exhibit "D".

Section 2.03. Insurance. The Corporation will reimburse the City for City's cost of providing general liability, "errors and omissions", workers compensation for the Corporation, and will also reimburse the City for property loss and damage insurance for City owned assets, including other insurance the City deems in the City's interest to protect, with Corporation reimbursing the City monthly the cost of all such insurance premium payments.

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water annually. City funds will be transferred to the Corporation on a forward funded quarterly basis, based on quarterly estimate of the electric utility cost of irrigating 10 million gallons per quarter, with estimate derived from prior year utility actual cost, as experienced. Each year an adjustment will be computed in January to account for previous year actual cost, with amount of adjustment credited (“plus or minus”) to the appropriate party. For Fiscal year 2010, the quarterly estimate will be set at \$1875.00.

Section 1.15. Facility Additions and Upgrades. The City will lead the planning activities and provide related effort as required for new construction of, or upgrades or modifications to, the MGC facilities and functional capabilities. The planning shall be in response to Corporation’s identified needs, and shall be conducted as a joint City-Corporation effort. Funding for all such projects will be the responsibility of the Corporation; with the exception that City is required to fund replacement of the irrigation system as needed to maintain a “minimum-leak” integrity capability of the delivery and piping system. Irrigation Projects, or portions thereof, for the purpose of expanding irrigation system’s area of coverage beyond the coverage area existing as of October 1, 2009, requires funding by the Corporation. City will assume responsibility for the “project management and acquisition function” associated with all such approved projects conducted anywhere on the MGC premises.

Section 1.16. HFGC Supplies Provisioning. The City will provide to the Corporation, and for the consideration of one dollar, the inventory of pro shop merchandise, office supplies, food supplies, non-alcoholic beverage supplies, practice range balls, and other miscellaneous consumables, providing all such items of merchandise and consumables as may exist on MGC premises as of October 1, 2009.

Section 1.17. Access Coordination. The City, or City’s assigned agent, will coordinate with the Corporation, or Corporation’s assigned agent, those City activities which require access to the MGC facilities and premises, with the objective of the coordination being to reach mutual agreement with respect to scheduling such activities and fostering communication so as to minimize impact the Corporation’s ongoing operations.

Section 1.18. City Use of MGC. The City will pay fees for City’s beneficial use of the premises, including use of dining hall for City sponsored meeting, with fees paid consistent with Corporation’s posted rate for such use.

Section 1.19. Liquor License. The City will continue to maintain for the Corporation’s use, the MGC TABC liquor license through December 17, 2009, subject to the provision that the Corporation reimburses associated cost. The City, with support of the Corporation, will define and mutually adopt a formal Management Agreement that includes the TABC required controls, subject to the provision that such arrangement is acceptable to TABC. The Management Agreement is included herein as Exhibit “E”.

Section 1.20. Cooperative Sharing and Exchange of Resources. The City will support an arrangement with the Corporation whereby City resources (labor, services and equipment) will be provided and/or loaned for Corporation’s benefit and use, with the provision that such resources so provided are available, that such effort and services serve the public good, and are exchanged in-kind for equivalent value of Corporation effort and resources. City will maintain an accounting of such effort and services provided to, and received from, the Corporation, reimbursing the Corporation on a monthly basis the value of any net resources and services received, with reimbursement in the form of City supplied resource future “credits” or by an equivalent monetary payment, as selected at the discretion of the City.

Section 1.21. Office Space, Meeting Hall and R&R Facilities. The City will provide at no cost to the Corporation use of City Municipal Building meeting rooms with the provision that such access is on a non-interference basis with City’s use. The City will also, provide “at cost” office space and Rest and

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condition that after such time the Corporation is required to reimburse the City “at cost” for follow-on effort. Also, the City will provide extra effort over and above the five hours level-of-effort as defined, with the condition that such additional effort is available and that Corporation reimburses the City monthly for the incurred cost and at a rate of “at-cost” for providing same. As a condition of providing this support service, the City will act only as a level-of-effort resource agent for the Corporation, and acting as such, the City assumes no responsibility for the Corporation.

Section 1.08. MGC Facilities Maintenance. The City will make available, and on an as available and reimbursable basis, the City’s workforce as a resource, which may be requested by the Corporation for the purpose of maintaining the facilities, parking lot, buildings, and structures that exist on the MGC premises. This provision includes, but is not limited to, maintenance of the structures, plumbing, electrical, and HVAC systems. The City will provide the effort, including acquisition of the associated materials required, as a service to the Corporation with reimbursement charges set based on “at cost” to the City. City will supply such services on a written work order only basis as prepared by the Corporation or assigned agent. The City will work with the Corporation in preparing the work orders.

Section 1.09. Equipment Lease, Maintenance and Transfer. The City will provide the the City owned golf carts and golf course maintenance equipment to the Corporation, subject to the provision that Corporation reimburse monthly the associated “lease-to-purchase” payments, including maintenance provisions of the golf carts. The City will continue above consistent with the scope of “lease-to-purchase” contract that exists as of October 1, 2009, maintaining said contract in force until such time that equipment is paid for, after which said equipment ownership will be transferred at a cost of \$10 and other considerations, to the Corporation.

Section 1.10. Swimming Pool Maintenance. The City will make available, and on an as available and reimbursable basis, the City’s workforce as a resource, which may be requested by the Corporation for the purpose of maintaining the swimming pool as a reimbursable service to the Corporation, consistent with a maintenance scope limited to the swimming pool facility structures, and fence. The service will be performed with the provision that Corporation will reimburse the City at a rate of “at cost” expenditure of effort and materials incurred by the City.

Section 1.12. Irrigation System Maintenance. The City will fund and provide maintenance of the golf course irrigation system, with the provision that City funded maintenance is limited in scope to only that maintenance required of the irrigation ponds, pumping station, pumping system, irrigation control system equipment, and irrigation piping network consisting of pipe “Mains”. The Corporation’s associated maintenance responsibility is defined in Section 2.11. City will fund purchase cost of replacement sprinkler heads needed for Corporation’s irrigation system repair and restoration (R&R) effort.

Section 1.13. Irrigation Water. The City will serve as the exclusive provider of all irrigation water that is used to irrigate the golf course and grounds. The City’s treated effluent water and captured storm water will be provided, and at no cost to the Corporation. City will, and to the limits of its ability, provide all additional irrigation water needed to irrigate the golf course and grounds, provided at price based on “at cost” delivery by the City. The City will lead all activities related to negotiations with current and potential future water suppliers as required to ensure sufficient irrigation water is available to the Corporation. The City will take aggressive actions necessary to ensure a “good faith” effort is made to explore and pursue all avenues available in order to meet the objective that adequate irrigation water is available.

Section 1.14. Irrigation Pump Station Electric Utility Cost. The City will fund that portion of the electric utilities cost required to deliver City’s effluent and storm water through the irrigation system. City will fund based on the prorated cost required to irrigate 40 millions gallons of effluent and storm

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otherwise equivalent provisions required to reimburse the City's cost of providing all services as defined herein, including but not limited to, retirement of debt related to the lease, and funding coverage of City's acquisition of property to be used solely by the Corporation. The FY2010 ARCA is included herein as Exhibit "D".

Section 1.03. Insurance. The city will acquire TML general liability, "errors and omissions", and workers compensation insurance coverage for the Corporation; City owned property loss insurance coverage for City owned equipment and assets in use by the Corporation; and acquire all other insurance the City deems necessary to protect City's interests, and will continue to maintain such insurance coverage fully in effect with the provision that Corporation reimburse the City for the insurance premiums cost incurred, per the terms and conditions defined in section 2.03.

Section 1.04. Recreational Complex Use Agreement. The City will require a Recreational Complex Use Agreement be drafted, jointly adopted and signed by the parties, for the purpose of defining the allowable uses of the MGC, including related constraints relative to altering, adding to, or removal of land, facilities, furnishings, and equipment, with executed Use Agreement attached hereto and incorporated herein for all purposes as Exhibit "B".

Section 1.05. Payment of Bond Indebtedness. The City will budget, authorize and directly fund all financial obligations required to fulfill servicing of bond indebtedness and covenants related to City's March 2008 Municipal Golf Complex purchase of assets including land, facilities, furnishings, equipment, and bond proceeds used to restore public facilities and irrigation system to operational status and compliant with State and local Code.

Section 1.06. Operating Capitol and Loan Refinance. The City will refinance prior loans made to the golf course Recreational Country Club (RCC) Fund and provide new loan proceeds for purpose of establishing Corporation's startup and operating fund needs, all financed based on total loan balance that exists as of October 1, 2009, with terms and conditions of; loan payments are made monthly and due on the first of each month, loan amortized at interest rate of 0.1667 percent per month, payments continue each month until payoff, and P&I payment amount is per the amortization schedule contained in Exhibit "C", as attached and made a binding part of this agreement. Extra payments, additional payment amounts, and early payoff will be allowed and without penalty being assessed by the City. As a part of the loan amount, the City will include **\$119,098.80** of new proceeds to the Corporation, included as part of the loan described above and with identical terms and conditions, with the provision that such new proceeds will only be used to provide operating funds required to initiate MGC start-up under management of the Corporation, and for purposes of maintaining a "positive-cash-flow" financial posture for the Corporation.

Section 1.07. Financial Accounting Support. The City will provide financial accounting support to the Corporation in the form of a support task agreement with the City. Such support task will provide an average of five hours per week of City staff effort for the purpose of processing Corporation's daily receipts consisting of counting, sorting, allocating, and depositing of proceeds. The task will also provide that effort required to perform monthly billing of MGC member dues and charges, processing receivables and making bank deposits resulting from same. Monthly billing will be executed based on a "data set" certified accurate and complete by the Corporation's designated agent and prior to initiation of City staff's billing activity. Supplemental information desired to be included in the billing envelopes (i.e. newsletter, etc) is the responsibility of the Corporation to provide, along with the requirement that Corporation reimburse City for all materials cost of mailing, including envelopes, printing, copying and postage, associated with billing. The task shall also provide processing of monthly charges to customer credit cards as so instructed by the Corporation's agent. The City will provide the above defined level-of- effort without cost to the Corporation for a period of two years beginning October 1, 2009, with the

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WHEREAS, the City has found it necessary and for the public good to sponsor, form and organize a public facilities corporation (MPFC), empowered with responsibility and authority to finance and manage retail operations and maintenance of the City owned Municipal Golf Complex (MGC), and;

WHEREAS, the City having formed the MPFC as a separate governmental entity, now finds it appropriate and required that the parties define support, interface agreements, and cooperative arrangements for purposes of establishing a concise set of understanding and associated responsibilities, supporting the objective of enabling a smooth, optimum and financial efficient working relationship that is mutually beneficial to the parties and serving the public good, and;

WHEREAS, the City and MPFC have jointly identified and mutually concurred on such agreements defining their respective responsibilities necessary to effect such a cooperative and financially efficient arrangement and as desired between the parties, furthermore resulting in an arrangement judged by the parties as meeting all objectives as stated above;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens, the parties of the MPFC and the City hereby contract, covenant and agree as follows:

ARTICLE 1. **PERFORMANCE BY THE CITY**

Section 1.01. Sponsor the Corporation. The city will sponsor and furthermore, in addition will continue to support, as requested and as necessary, the Corporation and the Corporation's mission to

finance, operate and provide a first class public municipal golf complex, with the specific objective of operating such complex as a high quality and valuable asset to the community; contributing to further enhance the quality of life enjoyment of the citizens, enhance community property values, and serve the public good.

Section 1.02. Lease of Golf Complex to Corporation. The City will lease the City owned Municipal Golf Complex (MGC) to the Meadowlakes Public Facility Corporation (MPFC). The terms and conditions of the lease will be documented in a formal lease agreement, jointly adopted and signed by the parties. The scope of the lease will include the City's associated land, facilities, furnishings and equipment. The term of the lease shall be for 10 years, with automatic renewal provisions. The consideration for the lease will be to provide those funds required for reimbursement to the City for City's continuing recurring expenses related to maintaining City ownership and support as defined herein to the Corporation, services which will be provided "at-cost" by the City and with the objective of no consideration of profit being returned to the City as a condition of the lease. City will support a joint activity to define such lease, and will honor such mutually agreed-to lease agreement upon joint adoption and signature by the parties, with executed Lease Agreement attached hereto and incorporated herein for all purposes as Exhibit "A".

To account for year-to-year changing conditions affecting reimbursement cost and pricing levels, the City will support a joint activity to develop and adopt an Annual Reimbursement Cost Agreement (ARCA), and upon adoption by both parties, the ARCA will be the controlling document for reimbursements and exchanges relative to City and MPFC exchange of services and reimbursements. The ARCA will be a formal standalone agreement developed and adopted by both parties each year as part of the budget formulation process for the upcoming fiscal year's budget, and shall adhere to a constraint that such ARCA shall always contain sufficient Corporation funds commitment or

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ARTICLE XIII.

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds or property or rights thereto shall not be transferred to private ownership but shall be transferred and delivered to, and shall vest in, the City of Meadowlakes, after satisfaction or provision for satisfaction of debts and claims have been made.

IN WITNESS WHEREOF, I have hereunto set my hand on this 11th day of August, 2009.

/s/ John Aaron
John W. Aaron, Mayor
City of Meadowlakes, Texas

Attest:

/s/ Linda A. Wendling
Linda A. Wendling
City Secretary

City and Corporation Interlocal Agreement, as amended

INTERLOCAL COOPERATION AGREEMENT

STATE OF TEXAS §
COUNTY OF BURNET §

**A.
PARTIES**

This Interlocal Cooperation Agreement is approved by the City of Meadowlakes and Meadowlakes Public Facilities Corporation and is made and entered into by and between MEADOWLAKES PUBLIC FACILITY CORPORATION and the CITY OF MEADOWLAKES, TEXAS, (herein referred to as the "parties") both being Governmental entities situated within Burnet County, Texas, and for the benefit of the parties do enter into the following Agreement and understanding.

**B.
RECITALS**

WHEREAS, MEADOWLAKES PUBLIC FACILITY CORPORATION (MPFC) (the "Corporation") a duly formed governmental entity as authorized in Chapter 303, Local Government Code, and the CITY OF MEADOWLAKES, TEXAS, a Class A General Law Municipality governmental entity ("City"), as authorized by Section 791.001 of the Texas Government Code to enter into this agreement, and;

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ARTICLE VIII.

The name and street address of the incorporator, who is a citizen of the State of Texas and is at least 18 years old, is:

NAME

ADDRESS

Mayor John W. Aaron

312 Meadowlakes Dr., Meadowlakes, TX 78654

ARTICLE IX.

The name and street address of the registered agent and sponsor as provided for in the Act is:

NAME

ADDRESS

City of Meadowlakes, Texas

177 Broadmoor Ste A

Attn: Office of Mayor

Meadowlakes, TX 78654

ARTICLE X.

The City of Meadowlakes has specifically authorized the Corporation to act on its behalf to further the public purpose set forth in these Articles of Incorporation and the Act, and has approved these Articles of Incorporation.

ARTICLE XI.

These Articles of Incorporation may at any time and from time to time be amended in the manner provided in the Act.

ARTICLE XII.

No dividend shall ever be paid by the Corporation, and no part of its net earnings (beyond that necessary for retirement of the indebtedness of the Corporation or to implement its public purposes) shall be distributed to or inure to the benefit of its directors or officers or any private person, firm, corporation or association except in reasonable amounts for services rendered. In the event the Board of Directors of the Corporation shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation issued to finance its public purposes, then any net earnings of the Corporation thereafter accruing shall be paid to the City of Meadowlakes. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

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ARTICLE V.

The Corporation shall have no members and is a non-stock corporation.

ARTICLE VI.

The street address of the initial registered office of the Corporation is **177 Broadmoor St. Ste A, Meadowlakes, Texas 78654-6611**, and the name of the initial registered agent at such address is **John W. Aaron, Mayor City of Meadowlakes**

ARTICLE VII.

All powers of the Corporation shall be vested in a Board of Directors, each member of which, subsequent to the initial directors shall be appointed by the City Council of Meadowlakes, Texas. The number of Directors initially shall be five. The number of Directors shall remain fixed at five, until such time number is changed by amendment to these Articles of Incorporation as provided for in the Act. The terms of the Directors shall be set forth in the bylaws of the Corporation consistent with the Act. The Directors shall serve without compensation, except that they shall be reimbursed for their reasonable and actual expenses incurred in the performance of their official duties.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the bylaws of the Corporation so long as such bylaws are not inconsistent with these Articles of Incorporation, with the Act, or any ordinance or resolution of the City of Meadowlakes pertaining to the Corporation. Such bylaws and any amendments thereto shall not be adopted without the consent of the City Council of Meadowlakes, Texas.

The directors constituting the initial Board of Directors shall be as defined below. Listed by position, name and address the initial directors are:

NAME	ADDRESS
1. Charles W Burleson	179 Cypress Point, Meadowlakes, TX 78654
2. David L. Dostal	100 Marion St. Meadowlakes, TX 78654
3. Lowell Dale Fixsen	333 Colonial St. Meadowlakes, TX 78654
4. Paige B. Lechler	327 Stewart St. Meadowlakes, TX 78654
5. Patricia A. Wray	100 Pinehurst St. Meadowlakes, TX 78654

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DATED: September 16, 2009.

/s/ Charles Burlison
President

Attest: /s/ Patricia Wray
Secretary

Approved by the City of Meadowlakes on 16th September 2009.

/s/ John W. Aaron
John W. Aaron, Mayor

Attest: Linda A. Wendling
Linda Wendling, City Secretary

**ARTICLES OF INCORPORATION
OF
MEADOWLAKES PUBLIC FACILITY CORPORATION**

The undersigned natural person, who is qualified as the incorporator of a corporation under the Public Facility Corporation, Chapter 303, Local Government Code (the "Act"), does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the Corporation is "Meadowlakes Public Facility Corporation" (the Corporation")

ARTICLE II.

The corporation is a nonprofit public corporation.

ARTICLE III.

The duration of the Corporation is perpetual.

ARTICLE IV.

The corporation is organized for the purpose of financing, refinancing, or providing facilities for and on behalf of City of Meadowlakes, Texas (the "City"), a duly organized City of the State of Texas, eligible public municipal golf course facility project or other "public facility" (as provided in the Act) as may be approved by the City from time to time. The Corporation may exercise all powers granted under the Act, subject to the provisions of these Articles of Incorporation and to any limitations that may be imposed on it from time to time by duly adopted orders or resolutions of the City of Meadowlakes.

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Section 7.6. Interface Documentation. The Corporation and City shall formally document detail interdependencies, constraints, interface responsibilities, and operating assumptions related to Corporation and the City, including financial, procedures, and allocation of associated responsibilities to the City or Corporation, with the requirement that same are mutually adopted by City and Corporation and binding on the parties, with a requirement that such agreements are maintained up to date and consistent with current operations in effect.

Section 7.7 Borrowing of Funds. The Corporation shall have the authority to borrow funds, secure a line of credit, or use another appropriate credit mechanism, with the restriction that all such indebtedness with terms of six months or greater shall require prior approval of the City Council.

Section 7.8 Laws and City Ordinances Compliance. The Corporation, including Corporation directors, officers, employees, agents, contractors and subcontractors thereof, shall conduct all Corporation affairs, activities, and operations and shall otherwise adhere to all laws and City ordinances, as in effect and as amended.

Section 7.9. Political Activities Restriction. No part of the Corporation's activities shall be carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing, or distributing of statements) any political campaign on or behalf of or in opposition to any candidate for public office.

Section 7.10. Surrender of Documents and Property. As a condition of accepting a position in the corporation, (directors, officers, assistants or staff) such person shall pledge in writing that for cases of resignation, retirement, removal from office or death; that all Corporation related books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control shall certify to an understanding that such is the property of the Corporation and will be restored to the Corporation. The Board may require that specific personnel positions also pledge with surety bonds as well.

ARTICLE VIII ARTICLES OF INCORPORATION

Section 8.1 The Meadowlakes Public Facility Corporation Articles of Incorporation as amended and officially on record at office of Secretary of State shall be binding on the Corporation as if wholly contained in these Bylaws. Adopted Articles of Incorporation are contained in appendix A for completeness. In the event of conflict between Article of Incorporation so listed in Appendix A and the official records of Secretary of State, the latter source shall take precedence.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Meadowlakes Public Facility Corporation and that the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 16th day of September, 2009.

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Section 5.9. Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interests in any real or personal property then owned by the Corporation shall vest in the City, except and unless as authorized by the City Council.

ARTICLE VI CORPORATE SEAL

Section 6.1. The corporate seal shall be circular and shall have inscribed in the outer circle “Meadowlakes Public Facility Corporation” and shall have inscribed in the inner circle the letters “TEXAS” and a five-pointed star. Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise. Said seal is not required to be affirmed to any document.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Special Provisions. Provisions as defined herein shall amend and further impose special requirements and limitations on the Corporation.

Section 7.2 Internal Controls – The Corporation shall put in place, and operate subject to, appropriate and sufficient Internal Controls, for management and conduction of Corporation business affairs. Internal Controls shall include defining responsibilities and authorities of all directors and officers, and implementation of appropriate checks and balances. Such internal controls shall meet the requirements of accounting general practices for such as recommended by the Corporation’s auditor.

Section 7.3. City Property. The City has purchased and remains obligated to pay off liens on the MGC and shall remain the owner of the property and assets provided or leased to the Corporation, save and except the initial pro shop merchandise and restaurant inventory necessary to fulfill the first GM & Operations Contract, shall remain the property of the City. The Corporation shall not, without express authorization, use such property or assets as collateral for any purposes, including but not limited to liens, mortgages, or use any other such encumbrance already placed on the property. The Corporation shall not sell, surplus, dispose, trade, or loan City owned property to any person, party or entity without the written consent of the City Administrator.

Section 7.4. Director and Officer Training. Directors and officers shall complete required training and education related to conducting open meetings and handling of open records requests. Directors and officers shall be responsible to conduct Corporation business and manage personal conduct while in the act of performing Corporation duties consistent with Texas Open Meetings Act, Texas Open Records requirements and Texas Ethics Commission. Required training shall be completed within 30 days of assuming office, else holder of office shall cease participating in Corporation business activities, until such time that requirements are met.

Section 7.5. Ethics. Each director shall review and comply with ethical requirements and guidelines of the State of Texas. Each director shall report any personal or business associations which potentially and according to ethics requirements, present a conflict of interest as defined by the State law; declaring same immediately based on initial installation in the office, or changing conditions experienced by the director, by completing documentation and forms as prescribed by law or the State Ethics Commission, submitting same to Corporation Secretary for Board president’s review, processing and filing, and in the case of president presenting such a conflict, the review and processing body shall be performed by the vice president.

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ARTICLE V GENERAL PROVISIONS

Section 5.1. Principal Office. The principal office of the Corporation shall be at Meadowlakes City Hall, 177 Broadmoor St., Suite A, Meadowlakes, Texas 78654-6611.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be the same as the City's.

Section 5.3. Seal. The Corporation shall have a seal as defined in Section 6.1.

Section 5.4. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board of Directors under the Act, the Articles of Incorporation or these Bylaws, such notice shall be deemed to be sufficient if given by depositing it for mailing in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing.

Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.5. Resignations. Any director or officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or the secretary. Absent a written notice of resignation the City Council shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning director shall serve until such time as his or her successor takes office. The Board of Directors and by Board action, may declare a director as having status of resigned if such director is not in attendance for three consecutive regular meeting of the Board.

Section 5.6. Approval of the City Council. To the extent these Bylaws refer to any approval or action to be taken by the City Council, such shall be evidenced by a certified copy of a resolution, ordinance, order or motion duly adopted by the City Council.

Section 5.7. Open Meetings and Open Records. The Directors shall post meetings and hold meetings, including decisions, in compliance with the Texas Open Meetings Act, Chapter 551, Tex. Gov't Code. The Corporation shall comply with the Public Information Act, Chapter 552, Tex. Gov't Code. If the Corporation receives a request for information under the Public Information Act, and considers the information responsive to the request to be confidential, the request should be immediately forwarded to the City Secretary in order that a request for an opinion from the Attorney General may be submitted. The records of the Corporation shall be records of the City for which the City has unlimited access. Review of corporate records by the City shall not constitute a waiver of privilege, confidentiality, non-disclosure, or any other waiver.

Section 5.8. Organizational Control. The City Council may, in its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts.

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The secretary shall be the Chief Administrative Officer of the Corporation, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, including but not limited to, acting as the Corporation's human resources administrator for all Corporation employees, ensuring employees, directors and officers comply with training requirements, and that all personnel filing requirements are met. The secretary shall act as the Chief Information Officer of the Corporation.

The Board may appoint one or more persons to serve as an assistant secretary, which person may be, but need not be, a director. The assistant secretary may perform any duty granted to the secretary as provided for in the Act or these Bylaws and/or any resolution or order approved by the Board.

Section 3.7. Compensation. Officers, including the COO, shall not receive any compensation for their services as officers except that they may be reimbursed for their reasonable and actual expenses incurred in the performance of their official officer duties, as approved and budgeted. Officer compensation restriction is not in conflict with and does not apply to officers who are also employees of the Corporation and who are being compensated per the terms of the employee's job description and employment agreement.

ARTICLE IV PROVISIONS REGARDING BYLAWS

Section 4.1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the approval of these Bylaws by the City Council, which approval may be granted prior to creation of the Corporation; and
- (2) the adoption of these Bylaws by the Board of Directors.

Section 4.2. Amendments to Bylaws. These Bylaws may be amended at any time and from time to time by majority vote of the directors then in office. Amendments are not effective until and unless approved by the City Council, provided that no Bylaw amendment may reduce or extinguish City Council review and approval of amendments. Bylaw amendments not duly approved shall be of no effect without appropriate agendas and minutes demonstrating the Board and the City Council approved same.

Amendments shall be effected in either of the following manners: (i) the Board of Directors shall file with the City a written application requesting approval of the amendments to the Bylaws, specifying in such application the amendments proposed to be made, City shall consider such application and, if it shall by appropriate resolution or order duly find and determine that it is advisable that the proposed amendments be made and shall approve the form of the proposed amendments, then the Board of Directors may amend the Bylaws by adopting such amendments at a meeting of the Board, or (ii) the City may at any time, amend these Bylaws, and alter or change the structure, organization, programs, or activities of the Corporation by written resolution or order adopting the amendment to the Bylaws of the Corporation.

Section 4.3. Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein and in Chapter 303, Tex. Loc. Gov't Code. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any Court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

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Section 3.3. Vice President. The vice president shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the president during the president's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability of the president to act at the time such action was taken.

Section 3.4. Chief Operations Officer (COO). The chief operations officer shall have such powers, authority and duties as necessary to manage and control all aspects of the MGC operations and maintenance activities, including establishment of required procedures, personnel management, budget and expenditure management; exercising all such duties based on, and consistent with, policies and guidelines as adopted by the Board. The COO position will be held by the MGC General Manager (GM), whom will also be an employee of the Corporation, and whom will perform MGC Management & Operations consistent with, and empowered with authority by, the duties and authorities as documented in a formal job description and employment agreement, which shall be mutually negotiated with the employee and adopted by the Board. Employment agreement shall also contain the GM's compensation terms and conditions. The COO shall serve as the Corporation's day-to-day "single point of interface" to members and customers related to operations of the MGC, with COO responsible to maintain a highly visible presence and proactive interface with members, customer and the public.

Section 3.5. Treasurer. The position of treasurer shall be established with duties and responsibilities defined in the Act. The treasurer shall have custody of all the funds and securities of the Corporation that come into his or her hands. When necessary, and consistent with authorized authority, the treasurer may sign or endorse, on behalf of the Corporation, for collection or payment, checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board of Directors; whenever required by the Board of Directors, the treasurer shall render a statement of the Corporation's cash account; the treasurer shall enter or cause to be entered regularly in the books of the Corporation and to be kept by the treasurer for that purpose, full and accurate account of all monies received and paid out on behalf of the Corporation. The treasurer shall perform all acts incident to the position of treasurer, as required in the Act, Articles of Incorporation, Bylaws and other duties as defined by the Corporation, subject to the control of the Board of Directors; the treasurer, if required by the Board of Directors, shall give such bond for the faithful discharge of his/her duties in such form as the Board of Directors may require. The treasurer is responsible to file financial reports as necessary to comply with state and federal requirements applicable to a non-profit corporation. The Board may appoint one or more assistant treasurers as required to support the treasurer, and/or to act in the absence of the treasurer.

Section 3.6. Secretary. The secretary shall attend all sessions of the Board, record all votes, post meeting agendas, prepare and keep the minutes of all meetings of the Board of Directors in books provided for that purpose; the secretary shall attend to giving and serving notices; in furtherance of the corporate purposes, the secretary shall attest and sign along with the president, in the Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; the secretary shall have charge of the corporate books, records, and all records of the securities of which the treasurer shall have custody, and such other books and papers as the Board of Directors may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the secretary shall in general perform all duties incident to the office of secretary subject to the control of the Board of Directors. The secretary shall perform like duties for the standing committees when required. The secretary shall implement procedures and controls to effect the protection of Corporation records from loss, damage, destruction or unauthorized alterations. In the absence of the secretary, the president may appoint any other person to act as secretary during such absence.

The secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring, and, when so affixed, it shall be attested by the secretary's signature.

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Section 2.7. Quorum. Regular Meeting and Emergency Meetings with 3 or more directors physically present shall constitute a quorum for the consideration of the business of the Corporation. **Special Meetings** shall require four or more directors physically present in order to constitute a quorum. The act of a required quorum of directors physically in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law. Any meeting formally scheduled or gathering of which more than two directors are present or otherwise participating, whether in person or via tele-presence connection, shall constitute a quorum and shall be constrained to adhere to public meeting procedures and posting as required by law. Impromptu meetings or discussions, held in presence of, or participated with a quorum of directors, and not otherwise in compliance with TOMA (the “Texas Open Meetings Act”), is prohibited, and any actions taken shall be null and void.

Section 2.8. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board of Directors may determine, provided that each discussion item or items for Board action is duly listed and posted as required by law. Minutes shall be kept for all meeting of the Board, including all Standing Committee meetings with Board authority to act, and within five working days of the meeting, a draft of such minutes shall be available as a public record. Meeting minutes shall be formally adopted at the next scheduled meeting of the corresponding committee or board, with the provision that minutes are not required to be adopted until at least 15 days have elapsed subsequent to the associated meeting.

Section 2.9. Reporting To Council. The Board shall prepare a quarterly report and on a quarterly basis present such report to City Council summarizing the condition of the business; highlighting plans, accomplishments, business statistics and financials and other items of interest to or requested by the Council.

Section 2.10. Compensation of Directors. Directors shall not receive any compensation for their services as directors except that they may be reimbursed for reasonable and actual expenses incurred in the performance of their official duties, as approved and budgeted.

ARTICLE III OFFICERS

Section 3.1. Titles and Term of Office. The officers of the Corporation shall be a president, a vice president, chief operations officer, a secretary, and treasurer, fulfilling the duties as defined in the Act, and such other officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except the president shall not hold the office of secretary. Each officer shall be appointed by a majority vote of the directors then in office and shall hold office for a term of three years or until his or her successor is elected or appointed.

A vacancy in any Corporation office other than director shall be filled by appointment by a majority vote of the directors.

Section 3.2. President. The president shall be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors, the president shall be in charge of the general properties and affairs of the Corporation; the president shall preside at all meetings of the Board of Directors. In furtherance of the purposes of this Corporation, the president may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation, subject to the requirement that such instruments have previous authorization by the Board. The president shall have general supervision of the management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. President shall act as the focal point and “voice of the Corporation” for all external inquiries and interfaces with media and the public.

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The director's terms in office shall expire uniformly on October 31st in the year completing the appointed length of service. City is authorized and required to appoint directors at any point during the month of October each year as required to maintain the Board having uninterrupted service of five active directors. The initial directors first term, and first term only, shall be extended as required such that first term shall correspondingly expire on October 31st.

Section 2.2. Meetings of Directors in General. The Board of Directors may hold its meetings at any place authorized by the Act and as the Board of Directors may from time to time determine; provided that, all meeting occur within Burnet County, and otherwise in the absence of any such determination by the Board of Directors, the meetings shall be held at the principal office of the Corporation, at the City Hall of the City. The Board of Directors shall conduct its meetings in accordance with the requirements of the Act and Chapter 551, Tex. Gov't Code (the Texas Open Meetings Act), as amended. Meeting agenda items shall be proposed by the president, distributed for directors review and comment prior to posting. In the event of disagreement whether a requested agenda item shall be included, three or more directors may establish an agenda item for a Board meeting by requesting same to the president.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of regular meetings need not be given to each of the Directors but public notice of each meeting shall be given in the manner prescribed by law. A regular meeting shall occur on a frequency of at least once per quarter. A special meeting that includes regular meeting standard agenda items may substitute for a regular meeting with respect to meeting this requirement.

Section 2.4. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the president, by the secretary or by a majority of the directors then in office, or upon advice of or request by the mayor, city administrator or City Council.

The secretary or his/her designee shall give or cause public notice to be given of each special meeting. In addition to public posting as required by law, each director shall be so notified either by mail, email, telephone, telegraph or in person, as soon as practical with the provision that such director notification shall be completed at least two hours prior to start of the meeting. Any notice required by law to be given to the public, and to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which a quorum of directors is present, even without director notification of same, any matter publicly noticed and pertaining to the purposes of the Corporation may be considered and acted upon.

Section 2.5. Emergency Meeting. An emergency meeting of the Board may be called for emergency conditions or pending potential emergency conditions as required to allow Board to review and issue orders necessary to protect public health and safety or for the Board to order immediate actions necessary to protect Corporation assets or to protect property under Corporation custodianship, pursuant to the TOMA. The president with at least two hours notice and posting may call and conduct an emergency meeting.

Section 2.6. Annual Meeting. A Board meeting shall occur each year in the month of October for the purpose of conducting an annual review, focused on the prior fiscal year's activities and plans for current year and future year activities. The Board shall have prepared for each annual meeting a full and clear statement of the business and condition of the Corporation.

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but only in strict compliance with the City budget appropriation covenants, and as and when approved by the City Administrator for expenditure. The Corporation may also accept donations and may work with associations that may raise funds and expend monies for the benefit of the Corporation.

Section 1.3. Books and Records; Review of Financial Statements. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or his or her agent or attorney at any reasonable time; and at all times the City of Meadowlakes (the “City”) will have access to the books, records and financial statements of the Corporation.

Section 1.4. Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Articles of Incorporation, these Bylaws and the resolutions, orders and ordinances adopted by the City Council of the City of Meadowlakes (the “City Council”).

Section 1.5. Annual Audit. The books and records of the Corporation shall be audited annually, and such audit shall be a public record.

ARTICLE II BOARD OF DIRECTORS

Section 2.1. Appointment, Powers, Qualifications, Number and Term of Office. The Board of Directors (the “Board”) shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Articles of Incorporation and these Bylaws.

The Board of Directors shall consist of five (5) persons who shall each be appointed by the City Council. The term of the initial directors and all subsequent directors shall be for staggered terms. Three directors, (identified as position one, two and three in the Articles of Incorporation) shall be appointed to a three-year term and the remaining two initial directors (directors identified as position four and five in Articles of Incorporation) shall be appointed to a two-year term. From and after the expiration of the initial term of each of such initial directors, the director appointed to fill such position shall be appointed to a three -year term of office. The directors constituting the initial Board of Directors shall be those persons named in the Articles of Incorporation, each of whom, as well as any subsequent directors, shall serve for the term to which he or she is selected or appointed or until his or her or her successor is appointed by the City Council.

A director is required to be a resident of the City at time of appointment. Maintaining City residency is required for the entire term or terms while in office. A director is restricted from concurrently serving on the City Council or Meadowlakes Property Owner Association Board (MPOA). Any person serving as director shall be considered to have automatically resigned if such person files for, or accepts nomination for office of City Council or MPOA Board, with requirement to resign with an effective date on or before such filing or nomination. A person currently serving on the City Council or MPOA Board is not eligible for nomination for position of director.

Any director, or all directors, may be removed from office at any time by the City Council, for cause or at will. Any vacancy occurring on the Board of Directors shall be filled by appointment by majority vote of the City Council. Appointment to fill director vacancy shall only be for the remainder of the uncompleted term of the vacated position, with the provision that said person remains eligible for nomination and selection for additional term(s) thereafter.

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IN WITNESS WHEREOF, I have hereunto set my hand on this 11th day of August, 2009.

/s/ John Aaron
John W. Aaron, Mayor
City of Meadowlakes, Texas

Attest:

/s/ Linda A. Wendling
Linda A. Wendling, City Secretary

Meadowlakes Public Facility Corporation – Corporation Bylaws, as amended:

**BYLAWS OF THE
MEADOWLAKES PUBLIC FACILITY CORPORATION**

**ARTICLE I
POWERS AND PURPOSES**

Section 1.1. Corporate Identity and Offices. The name of the Non-Profit Corporation is the Meadowlakes Public Facility Corporation (the “Corporation”). The principal office of the Corporation shall be at the Meadowlakes City Hall, 177 Broadmoor St., Suite A, Meadowlakes, Texas 78654-6611. The Corporation may have such other offices, as the Board of Directors shall determine.

Section 1.2. Powers, Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, subject to limitations and restrictions defined in Section 7 herein, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both express and implied, which are authorized or permitted by the terms of Chapter 303, Tex. Loc. Gov’t Code, as amended (the “Act”). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided that the Corporation shall be limited to the public purposes set forth in the Articles of Incorporation; specifically, those powers necessary and proper in order to acquire and operate the Meadowlakes Municipal Golf Complex (MGC) as a public recreational facility consisting of restaurant, swimming pool, tennis courts and golf course. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and the Articles of Incorporation. Subject to limitations as defined herein, the powers of the Corporation shall include the authority to contract and be contracted with and the power to purchase, lease, sell and finance real and personal property, and to issue obligations for or otherwise finance all or part of the cost of one or more public facility projects as defined in the Act. The Corporation shall request budget appropriations from the City of Meadowlakes no later than ninety (90) days before the beginning of the next fiscal year, or unless otherwise directed by the City Administrator. The Corporation has the power to spend City-budgeted funds,

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ARTICLE VIII

The name and street address of the incorporator, who is a citizen of the State of Texas and is at least 18 years old, is:

NAME	ADDRESS
Mayor John W. Aaron	312 Meadowlakes Dr., Meadowlakes, TX 78654

ARTICLE IX.

NAME	ADDRESS
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The name and street address of the registered agent and sponsor as provided for in the Act is:

City of Meadowlakes, Texas Attn: Office of Mayor	177 Broadmoor, Ste. A Meadowlakes, TX 78654
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ARTICLE X.

The City of Meadowlakes has specifically authorized the Corporation to act on its behalf to further the public purpose set forth in these Articles of Incorporation and the Act, and has approved these Articles of Incorporation.

ARTICLE XI.

These Articles of Incorporation may at any time and from time to time be amended in the manner provided in the Act.

ARTICLE XII.

No dividend shall ever be paid by the Corporation, and no part of its net earnings (beyond that necessary for retirement of the indebtedness of the Corporation or to implement its public purposes) shall be distributed to or inure to the benefit of its directors or officers or any private person, firm, corporation or association except in reasonable amounts for services rendered. In the event the Board of Directors of the Corporation shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation issued to finance its public purposes, then any net earnings of the Corporation thereafter accruing shall be paid to the City of Meadowlakes. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XIII.

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds or property or rights thereto shall not be transferred to private ownership but shall be transferred and delivered to, and shall vest in, the City of Meadowlakes, after satisfaction or provision for satisfaction of debts and claims have been made.

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ARTICLE V.

The Corporation shall have no members and is a non-stock corporation.

ARTICLE VI.

The street address of the initial registered office of the Corporation is **177 Broadmoor St., Ste. A, Meadowlakes, Texas 78654-6611**, and the name of the initial registered agent at such address is **John W. Aaron, Mayor City of Meadowlakes**

ARTICLE VII.

All powers of the Corporation shall be vested in a Board of Directors, each member of which, subsequent to the initial directors shall be appointed by the City Council of Meadowlakes, Texas. The number of Directors initially shall be five. The number of Directors shall remain fixed at five, until such time number is changed by amendment to these Articles of Incorporation as provided for in the Act. The terms of the Directors shall be set forth in the bylaws of the Corporation consistent with the Act. The Directors shall serve without compensation, except that they shall be reimbursed for their reasonable and actual expenses incurred in the performance of their official duties.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the bylaws of the Corporation so long as such bylaws are not inconsistent with these Articles of Incorporation, with the Act, or any ordinance or resolution of the City of Meadowlakes pertaining to the Corporation. Such bylaws and any amendments thereto shall not be adopted without the consent of the City Council of Meadowlakes, Texas.

The directors constituting the initial Board of Directors shall be as defined below. Listed by position, name and address the initial directors are:

NAME	ADDRESS
1. Charles W Burleson	179 Cypress Point, Meadowlakes, TX 78654
2. David L. Dostal	100 Marion St., Meadowlakes, TX 78654
3. Lowell Dale Fixsen	333 Colonial St., Meadowlakes, TX 78654
4. Paige B. Lechler	327 Stewart St., Meadowlakes, TX 78654
5. Patricia A. Wray	100 Pinehurst St., Meadowlakes, TX 78654

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PASSED AND APPROVED this the 11th day of August, 2009.

ATTEST:

SIGNED:

/s/ Linda A. Wendling
Linda A. Wendling, City Secretary

/s/ John Aaron
John Aaron, Mayor

ARTICLES OF INCORPORATION
OF
MEADOWLAKES PUBLIC FACILITY CORPORATION

The undersigned natural person, who is qualified as the incorporator of a corporation under the Public Facility Corporation, Chapter 303, Local Government Code (the “Act”), does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the Corporation is “Meadowlakes Public Facility Corporation” (the Corporation”).

ARTICLE II.

The corporation is a nonprofit public corporation.

ARTICLE III.

The duration of the Corporation is perpetual.

ARTICLE IV.

The corporation is organized for the purpose of financing, refinancing, or providing facilities for and on behalf of City of Meadowlakes, Texas (the “City”), a duly organized City of the State of Texas, an eligible public municipal golf course facility project or other “public facility” (as provided in the Act), as may be approved by the City from time to time. The Corporation may exercise all powers granted under the Act, subject to the provisions of these Articles of Incorporation and to any limitations that may be imposed on it from time to time, by duly adopted orders or resolutions of the City of Meadowlakes.

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WHEREAS, it is hereby further officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF MEADOWLAKES, TEXAS:

SECTION 1. The City Council having found and determined in the recitals contained herein above that it is in the public interest and to the benefit of the City and its residents and the citizens of this State that a nonprofit public facilities corporation be authorized and created pursuant to the provision of Chapter 303, Local Government Code, as amended, to act on behalf of the City to finance, refinance or provide the costs of said public facility of the City, does hereby authorize the creation of such nonprofit public facilities corporation to act on behalf of the City and with all power granted to such corporations in Chapter 303, Local Government Code and to be known as the “MEADOWLAKES PUBLIC FACILITY CORPORATION” (the “Corporation”).

SECTION 2. The City hereby further approves the Articles of Incorporation proposed to be used in originating and operating the Public Facility Corporation (copies, in substantially final form, of which are attached to this Order and made a part hereof for all purposes) and hereby grants authority for the incorporation of such nonprofit corporation pursuant to Chapter 303, Subchapter B, Local Government Code, as amended (“Chapter 303”). The Mayor, or his designee, is authorized to sign documents necessary to form the Corporation, to pay any costs associated therewith, and to make non-material changes to the Articles of Incorporation if required for filing and acceptance by the Secretary of State.

SECTION 3. The initial directors named in said Articles of Incorporation shall be deemed to have been appointed, and are hereby appointed, as the initial directors by the governing body of the City. The directors shall convene a meeting to review and approve by-laws and initiate the operation of the Corporation.

Section 4. The City specifically authorizes the Corporation to act on its behalf to further the public purposes stated in this Order and in the Articles of Incorporation attached hereto. The City further authorizes the Board of Directors of the Corporation to appoint any officers it deems necessary to conduct business and operations, in accordance with the orders, resolutions and by-laws applicable to the Corporation and not otherwise contrary to Chapter 303, as amended.

Section 5. The City finds that the statements set forth in the recitals of this Order are true and correct; and the City hereby incorporates such recitals as part of this Order.

Section 6. This Order shall become effective immediately upon its adoption.

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APPENDIX SECTION A61

§ A61.00 CORPORATION ENABLING FORMAL DOCUMENTATION.

Meadowlakes Public Facility Corporation – Articles of Incorporation, as amended:

RESOLUTION 10-2009
AUGUST 19, 2009

STATE OF TEXAS
CITY OF MEADOWLAKES
COUNTY OF BURNET

ORDER AUTHORIZING AND APPROVING THE CREATION OF A NONPROFIT PUBLIC FACILITY CORPORATION TO ACT ON BEHALF OF THE CITY OF MEADOWLAKES, TEXAS, TO FINANCE, REFINANCE OR PROVIDE THE COSTS OF THE MEADOWLAKES PUBLIC FACILITY LOCATED IN MEADOWLAKES, TEXAS AND APPROVING ARTICLES OF INCORPORATION THEREOF.

WHEREAS, Meadowlakes, Texas (the “City”) is a duly created city and political subdivision of the State of Texas created and established under the Constitution and laws of the State of Texas; and,

WHEREAS, it is hereby officially found and determined that it is in the public interest and to the benefit of the City and its residents and the citizens of this State that a nonprofit public facilities corporation be authorized and created pursuant to the provisions of the *Texas Public Facility Corporation Act*, Chapter 303, Local Government Code, as amended, to act on behalf of the City to finance, refinance or provide the costs of the City’s Public Municipal Golf Course (a Meadowlakes “public facility”); and

WHEREAS, pursuant to this order, the City shall authorize and approve the creation and utilization of a public facilities corporation with the broadest possible powers granted by Chapter 303 Local Government Code to act on behalf of the City to (1) finance or provide for the acquisition, construction, rehabilitation, repair, equipping, furnishing, and placement in service of said public facility, (2) to issue bonds on behalf of the City for the purposes of Section 103 of the Internal Revenue Code of 1986 (26 U.S.C § 103), as amended, (3) to fund obligations of the City, (4) to finance said public facility on behalf of the City, (5) to loan the proceeds of the City obligations to other entities, or (6) to incur in favor of the City obligations issued or incurred in accordance with existing law, all on behalf of the City to accomplish the purposes of the City in providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishings, and placement into service of said public facility of the City; and,

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- (B) Golfers should maintain their pace and position on the golf course. Golfers falling behind the established pace of play shall be required to skip a hole when requested, to regain position or allow the group behind them to play through when it is convenient. Single players have no standing on the municipal golf course;
- (C) No more than five (5) players shall play in a group, except as authorized by GM or pro shop staff;
- (D) Person(s) are prohibited from practicing chip shots onto or in the immediate area of the practice putting green. Only putters are allowed on or in the immediate area of the practice putting green;
- (E) A ball shall never be played from any putting green with a club that will damage the green. The ball must be lifted and dropped to one side without penalty;
- (F) Bags shall not be placed on the greens;
- (G) Searching for lost balls shall be limited to five (5) minutes;
- (H) Searching for balls other than those belonging to you or someone in your immediate group shall be prohibited;
- (I) All trash must be placed in trash receptacles provided by the municipal golf center. Violators are subject to a littering citation;
- (J) Every player on the course must have a set of golf clubs;
- (K) Marshals shall assist course management in insuring that all course rules are followed. If a golfer violates a course rule or regulation, the Marshal will explain the proper procedure. Should the golfer fail to heed the advice of the Marshal the details of the incident shall be reported to the pro shop for further action. The golf shop staff has the authority to request a player to leave the course for noncompliance with the rules and regulations. Marshals are authorized to regulate play and to maintain an acceptable pace of play;
- (L) Person(s) are prohibited from operating a golf cart in a reckless manner or endangering people or property by reckless golf shots or other actions.
- (M) The golf course field of play is use restricted for playing only the game of golf, and further restricted to the game of golf played with standard golf equipment only. All other game activities, including but not limited to baseball, soccer, and football are prohibited. (Ord. 2008-11, passed 3-4-08; Am. Ord. 2008-29, passed 11-21-08; Am. Ord. 2009-02, passed 2-10-09)

(Remainder of page intentionally left blank)

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- (B) Carts shall not be taken off the premises, save and except to cross streets at designated crossing areas;
- (C) Players operating carts shall yield to street traffic at street crossings;
- (D) Carts shall not be rented to any person(s) under the age of sixteen (16) and carts shall not be rented to anyone who is not in possession of a valid drivers license;
- (E) The ninety (90) degree rule shall be in effect except when wet weather conditions dictate that carts shall be required to remain on the cart paths at all times;
- (F) Carts must remain on the cart paths around tees and greens at all times. Exception to this rule may be granted only by the GM who is authorized to establish policies for granting handicap exemptions;
- (G) There shall not be more than two (2) persons in any golf cart at one time;
- (H) Players shall be required to pair up when using golf carts except when conditions allow otherwise at the discretion of the GM;
- (I) All riders of golf carts must remain seated at all times;
- (J) Persons under the age of sixteen (16) shall not be allowed to drive golf carts either rented or privately owned at any time unless they do so in a "safe manner" and are accompanied by an adult holding a valid driver's license, reference §70.01;
- (K) Private carts shall be allowed on the golf course property after the payment of a trail fee and the configuration of private golf cart has passed inspection by the GM. Trail fee payments must be maintained current for continuation of private cart privileges. A trail fee provides the prepaid privilege to ride in his/her personal cart or ride in another person's personal cart that is paying a trail fee. For family and couple membership(s), the trail fees cover rider privileges for all eligible persons on the membership, subject to no more than two (2) riders at a time. Riders not paying trail fees are required to pay a fee equal to a municipal golf cart rental fee when riding in a private cart. Gold key members are exempt from this requirement. All riders in City owned golf carts shall pay a rental fee, irrespective of whether they paid trail fees;
- (L) Private carts shall follow all rules and regulations for golf carts defined herein;
- (M) Golf carts are prohibited on all golf course berms, including berms in the fairways, roughs, and around greens;
- (N) Observers using golf carts to observe golf play are restricted to operate carts only on cart paths.

(Ord. 2008-11, passed 3-4-08; Am. Ord. 2008-14, passed 8-12-08; Am. Ord. 2008-29, passed 11-21-08; Am. Ord. 2009-02, passed 2-10-09)

§ A60.05 RULES APPLING TO GOLF COURSE PLAY.

The following rules shall apply to players and observers of golf course play:

- (A) In order to accommodate the maximum number of players, players are not permitted to play more than four (4) ball match unless specifically authorized by the pro shop staff. During heavy play and at the discretion of the pro shop, twosomes will be paired with single players or other twosomes to accommodate maximum play;

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- (S) Motorized vehicles, other than commercially manufactured golf carts (i.e. no trucks, cars, motorcycles, etc.) are prohibited on the golf course property without prior consent of the golf course superintendent;
 - (T) Other than commercially manufactured golf carts, all other wheeled vehicles are prohibited, save and except those specifically designed for use and required by a particular disabled person;
 - (U) Skateboarding, bicycling, and roller skating are prohibited on the premises at any time;
 - (V) Persons are restricted from being on the golf course when irrigation of the course is in process;
 - (W) All persons not engaged in golf play shall exit the golf course no later than fifteen (15) minutes prior to the first tee time;
 - (X) Persons are restricted from being on the golf course between the hours of 10:00 p.m. and 4:00 a.m., except by special authorization of the GM;
 - (Y) Swimming, fishing, wading and/or entry into any of the lakes and ponds on the golf course property is prohibited, except for GM sanctioned golf ball bulk harvesting operations;
 - (Z) No free service shall be furnished to any person, firm or corporation, public or private, or to any public agency without prior authorization of the City Council specifically finding a public purpose is served spread on the minutes of a duly called meeting of the City Council;
 - (AA) Persons causing any damage to property adjacent to the golf course are liable for all damages caused to golf course adjacent owners property;
 - (BB) Persons are liable for their own negligent, intentional or knowing actions which inflict injuries on another person while on the premises. The City shall not be liable or held responsible for injuries caused by players or observers;
 - (CC) Persons who engage in reckless conduct or persons judged by the GM or on-duty-employee-in-charge to be a danger to others by the person's conduct or style of play shall be asked to immediately leave the golf course without refund. A person commits an offense for failure to honor the request and shall result in physical removal of the person by a Peace Officer;
 - (DD) The clubhouse, pro shop, and all other buildings shall be smoke free "non-smoking" facilities;
 - (EE) The making, causing, or permitting to be made of any unreasonably loud noise as restricted per § 130.06 and further defined herein as unreasonably load noise which substantially interferes with comfortable enjoyment by persons of ordinary sensibilities while participating in and/or attending activities while on the premises is prohibited.
- (Ord. 2008-11, passed 3-4-08; Am. Ord. 2008-14, passed 8-12-08; Am. Ord. 2008-29, passed 11-21-08; Am. Ord. 2009-02, passed 2-10-09)

§ 60.04 RULES APPLYING TO GOLF CARTS.

The following rules shall apply to all golf carts on the municipal golf center:

- (A) Persons renting golf carts must sign a rental agreement prior to the use of a cart. The person signing the contract shall be responsible for any damage incurred during the rental period;

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- (D) All players are required to pay a fee (either prepaid or over-the-counter) to play. Players shall show evidence of eligibility to play by presentation of receipt or membership number when requested;
- (E) If lightning is in the area, all golf play shall cease and players and observers are to immediately seek appropriate shelter. Players and observers are solely responsible and liable for any accidents that may occur as a result of not leaving the course during poor weather conditions;
- (F) No person(s) under the age of twenty-one (21) may purchase, consume, or have in their possession an alcoholic beverage;
- (G) Alcoholic beverages shall not be brought onto the premises. Beer and wine shall not be transported off the premises. No glass containers of any kind shall be allowed on the golf course or in the swimming pool area. No coolers or similar containers shall be brought onto the premises;
- (H) Any person(s) who damages or destroys property shall be required to pay the cost of repair and/or replacement thereof, and pay damages due to loss of revenue incurred;
- (I) Any person(s) engaged in or part of any conduct considered disorderly shall be subject to suspension or expulsion from the premises. Such expulsion shall be at the discretion of the GM. Any such action may be appealed as set forth in Section 60.15, Meadowlakes Code of Ordinances;
- (J) Parents and/or guardians are charged with the responsibility of acquainting their children with the rules and shall be responsible for the behavior of their child(ren) while on the premises;
- (K) Children under the age of twelve (12) may not play golf unless they are supervised by an adult or other person approved by the Pro Shop staff;
- (L) Except for service dogs, no dogs or pets shall be allowed on the premises any time for any purpose;
- (M) Proper attire shall be worn at all times. This shall include collared and/or mock turtleneck shirts and shoes. High heels, cowboy boots, or metal spiked shoes shall not be allowed on the golf course at any time. Cut-off jeans and offensive logo t-shirts shall not be allowed. The on-duty employee in charge shall have the authority to restrict any questionable attire inappropriate for wear on the golf course. No tank tops or halter-tops shall be allowed. Soft spike golf shoes and/or soft sole athletic shoes shall be worn on the golf course;
- (N) Obscene, profane, or abusive language shall not be used and will not be tolerated;
- (O) No swimming suits shall be allowed to be worn while on the premises unless in the swimming pool area. Proper cover-up is required outside the swimming pool fenced area and swimwear is prohibited in the clubhouse and golf pro shop;
- (P) Children under the age of eighteen (18) shall not be allowed to use the snack bar, porch or pro shop as a lounge without proper adult supervision;
- (Q) Children under the age of sixteen (16) shall not be allowed to use swimming facilities unless supervised by a responsible person. The responsible person performing such supervision shall be a person eighteen (18) years or older and shall not be an employee of the City. The supervising person shall accompany the swimmer at all times while utilizing the pool facility;
- (R) Persons may not bring food or beverages onto the premises that are prepared by someone other than the municipal golf center's snack/grill bar, without the payment of a fee negotiated and approved by the GM;

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APPENDIX SECTION A60

§ A60 – MEADOWLAKES MUNICIPAL GOLF COMPLEX (MGC)

§ A60.01 MEADOWLAKES MUNICIPAL GOLF COMPLEX (MGC) RULES AND RESTRICTIONS.

There is hereby established by City of Meadowlakes the rules and restrictions which require compliance by all persons while on the public owned premises (“the premises”) known as the City’s municipal golf complex (MGC). These rules and restrictions further define the rules and restrictions contained in Chapter 60 Meadowlakes Code of Ordinances.

(Ord. 2008-11, passed 3-4-08, Am. Ord. 2008-29, passed 11-21-08; Am. Ord. 2009-02, passed 2-10-09; Am. Ord. 2009-13, passed 9-22-09)

§ A60.02 RESERVED.

§ A60.03 GENERAL USE AND ACCESS RULES.

All persons who enter or otherwise utilize the municipal golf complex (“the premises”) shall comply with the following rules. Failure to follow these rules shall result in denial of access or removal from the premises, at the discretion of the on-duty-employee-in-charge, pursuant to Section 60.15, Meadowlakes Code of Ordinances:

- (A) Members in good standing may reserve tee times with the “reservation window” in the pro shop beginning at 7:00 a.m. each day for scheduling tee times up to fourteen (14) days in advance. Non-members may reserve tee times up to five (5) days in advance;
 - I. Tee times shall be issued on a first come first serve basis.
 - II. A tee time shall be established only by a player making a specific request, either in person or by phone call. Non-members shall be required to reserve the tee time with a credit card or cash.
 - III. Player may request tee times for multiple days with the constraint that only one tee time may be requested for a particular day of play. Tee times shall be booked in the requester's name only. A person shall not be allowed to book tee times for others.
 - IV. Persons not able to use a tee time shall be responsible to inform the pro shop at least twenty-four (24) hours before the scheduled tee time. Failure to do so may result in assessment of a no-show fee.
 - V. Repeated no shows by a player may result in temporary suspension of tee time scheduling privileges at the discretion of the GM.
 - VI. The GM has the authority to block out normal open play to accommodate tournaments and special events or for recognized golf association groups such as MGA, WGA, LGA, Saturday Gang and others.
- (B) All players must sign in at the pro shop prior to playing golf;
- (C) All play shall start with hole number one (1) unless authorized by the Pro Shop;

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(F) Disconnected Services:

No disconnected services shall be reinstated until all charges shown on the past due bill, a \$25.00 disconnect processing fee (charged even if the disconnect has not physically taken place), a \$25.00 reconnect fee (charged only if the reconnect has taken place), and all applicable penalties, are paid in full.

(G) Adjustments:

The City Public Works Director is hereby authorized to extend the billing for water and sewer to customers who can reasonably show excessive consumption of water was due to line breaks or other causes not the fault of the customer. The additional water used due to leakage will be adjusted or credited from the customer's account.

The City Public Works Director is also hereby authorized to make penalty adjustments if in the customer can show physical proof they have made a good faith effort to pay his/her bill on time (i.e. cancelled check, returned envelope etc.).

(H) Taps:

Fees:

The following tap fees shall be charged to each customer connecting to the water and sewer system of the City. These fees are non-refundable.

Customers inside City:

Water tap fee 1" Meter	\$725.00
Sewer tap fee	\$725.00

Customers outside City:

Water and sewer tap fees for out-of-City customers shall be three times the in-City fees.

City employees will make all taps, water or sewer, to existing in-service mains. Contractor taps are not permitted to existing in-service mains.

(I) Additional Fees:

There will be a \$25.00 service charge for returned checks.

There will be a \$25.00 transfer fee charge plus required deposit for the transfer of service from one customer to another.
(Ord. 2008-19, passed 8-12-08)

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(C) Solid Waste Collection Fees:

The following monthly rates and charges are hereby established for solid waste collection provided by the City, to-wit:

Residential Rates: Customers inside City:

A flat rate of \$18.20 per month shall be charged to all occupied homes of residential customers effective January 1, 2009.

A flat rate of \$18.70 per month shall be charged to all occupied homes of residential customers effective January 1, 2010.

Commercial Rates:

Each commercial customer in the office buildings located at 107 and 111 Meadowlakes Drive shall be charged an amount equal to the amount charged by the duly authorized solid waste collector for collection of solid waste at the locations plus a \$3.00 per month account fee.

The City will not provide for collection of commercial waste other than at the addresses stated above.

(Am. Ord. 2008-31, passed 12-8-08)

(D) Billing Date:

Bills shall be mailed on or about the first day of each month. The billing date shall be the date of the mailing.

(E) Due Date:

All bills for water, sewer and/or garbage services are due on or before the fifteenth (15th) day of each month.

If payment is not made by the due date, the bill shall be considered delinquent. The City shall promptly mail a second written notification to the nonpaying user. Delinquent bills shall be charged a penalty of ten (10) percent of the amount of the delinquent bill.

If payment is not made within ten (10) days after the second notification, or if arrangements for payment have not been made, the services shall be disconnected. Disconnects will not be made on the last working day before a holiday or the last day of the week except in an emergency.

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CUM Billed = Total of enterprise annual billing based on forward pricing.

Q_{WRU} = Quantity of water used by enterprise drawn from the City owned LCRA water rights.

R_P = Pumping cost per unit of water to deliver the water. Rate is calculated based on actual pumping cost incurred (Utility cost/quantity pumped) plus 20 percent allowance for depreciation and maintenance.

Q_{CT} = Quantity of raw water contracted with LCRA for purchase

Q_{CTRU} = Quantity of water delivered to Residential which is drawn from the LCRA water purchase contract.

Q_{CTGU} = Quantity of water delivered to the enterprise which is drawn from the LCRA water purchase contract. ($Q_{CTGU} + Q_{CTRU}$) is limited to be $\leq Q_{CT}$

R_{CT} = Cost per unit of water purchased from LCRA.

Q_{EX} = Quantity of water delivered to the enterprise that exceeded the City's water rights and LCRA contract quantity.

R_{EX} = Rate per unit of water delivered to the enterprise, which is drawn over and above the City's water rights and LCRA contract.

Note: For purposes of calculating adjustment, Meadowlakes residential use has first priority use of City owned water rights. The City owned and operated proprietary enterprise has first priority use of LCRA water purchase contract.

(Am. Ord. 2009-03, passed 2-10-09)

(A2) Water Deposits:

Each metered service shall require the minimum deposit of \$100.

(B) Sewer Rates:

The following monthly rates and charges are hereby established for service provided by the City, to-wit:

Residential Rates:

Customers inside City:

Flat Rate of \$43.00 per month.

Customers outside City:

Twice the amount stated above.

1. The sum of \$165.00 per month flat rate shall be charged to the customer occupying the business located at 220 Meadowlakes Drive. The sum of \$50.00 flat rate shall be charged to the customer of the office buildings located at 107 and 111 Meadowlakes Drive.

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APPENDIX SECTION A50

§ A50 – PUBLIC WORKS DEPARTMENT FEES

(A1) Water rates:

The following monthly rates and charges are hereby established for water service provided by the City, to-wit:

(A1.1) Residential Customers inside City:

- First 3,000 gallons: \$12.25 (monthly minimum)
- \$1.70 per 1,000 gallons for amounts used from 3,001 to 20,000 gallons
- \$1.85 per 1,000 gallons for amounts used from 20,001 to 30,000 gallons
- \$2.50 per 1,000 gallons for amount used from 30,001 to 40,000 gallons
- \$3.00 per 1,000 gallons for amount used from 40,001 to 50,000 gallons
- \$4.00 per 1,000 gallons for amount used in excess of 50,001 gallons

(A1.2) Commercial Raw Water Rates inside City:

- First 3,000 gallons: \$185 (monthly minimum)
- \$0.60 per 1,000 gallons for amounts used in excess of the first 3000 gallons

(A1.3) Customers outside City:

Rates shall be twice the amounts charged for customers inside City.

(A1.4) City Owned and Operated Proprietary Enterprise Raw Water Rates:

Raw water provided to City owned and operated proprietary enterprise shall be provided by charging the enterprise a forward pricing rate that shall be billed and paid monthly, adjusted on an annual “looking back” basis to reflect the actual cost incurred for delivery. Cost adjustment shall be made annually and shall result in a credit or a penalty depending on the actual amount of raw water usage used by source as defined below.

Forward Pricing Rate:

Priced at \$0.60 per 1,000 gallons, billed monthly.

Annual Adjustment Computation:

During January of each year an adjustment shall be computed for the purpose of adjusting the prior year billed cost to account for the source of the usage. The formula used shall be as follows:

$$\text{Adjustment} = [\text{CUM Billed}] - [(Q_{WRU})(R_P) + (Q_{CTGU})(R_{CT}) + (Q_{CTGU})(R_P) + R_{CT}/2 ((Q_{CT} - (Q_{CTGU} + Q_{CTRU})) + (Q_{EX})(R_{EX}) + (Q_{EX})(R_P)]$$

Positive result shall become a credit and a negative result shall become a penalty assessed to the enterprise.

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§ A40.08 District CC: MEADOWLAKES MUNICIPAL GOLF CENTER.

The CC District shall contain all land and facilities located upon that certain 145.816 acre parcel defined in Chapter 60 of Meadowlakes Code and more appropriately described in Exhibit “A” of adopted Meadowlakes Ordinance 2008-01, incorporated herein for all purposes as if wholly contained in this section.
(Ord. 2009-02, passed 2-10-09)

§ A40.09 ZONING MAP.

The P&Z Commission shall maintain a color-coded map, defining the adopted Meadowlakes Zoning Districts. The map shall be maintained under formal configuration change control, and Council shall adopt all changes prior to being incorporated into map updates. The most current adopted map shall be protected and maintained on file by the P&Z Commission. Map updates shall be labeled with sequential revision letters (A, B, C and so on) and dated.

The latest official version level of the map shall be listed herein. The most current adopted version is:

<u>Map Name</u>	<u>Revision Level</u>	<u>Dated</u>
Meadowlakes Zoning Districts		9/26/06
Meadowlakes Zoning Districts	A	3/4/08

(Ordinance 2006-18, passed 9-26-06; Am. Ord. 2006-27, passed 11-7-06; Am. Ord. 2006-29, passed 11-7-06; Am. Ord. 2006-33, passed 1-8-07; Am. Ord. 2007-16, passed 10-2-07; Am. Ord. 2008-01, passed 3-4-08; Am. Ord. 2009-02, passed 2-10-09)

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Appendix A

APPENDIX SECTION A40

Zoning District Definitions¹

§ A40 ZONING DISTRICT BOUNDARIES.

The City of Meadowlakes Zoning Districts requirements, regulations, and restrictions are defined in Chapter 153. This appendix defines the physical boundaries of the Zoning Districts set forth in Chapter 153.

§ A40.01 District R-1: SINGLE FAMILY RESIDENTIAL.

The R-1 District shall include all platted lots within the confines of the City of Meadowlakes, save and except those lots which are specifically zoned otherwise in the Districts defined below.

§ A40.02 District R-2: DUPLEX FAMILY RESIDENTIAL.

The R-2 District shall contain City of Meadowlakes Section I, Lots 135, 136, 137, 139, 140, 141, and 142.¹

§ A40.03 District R-3: SINGLE/MULTI-FAMILY RESIDENTIAL.

The R-3 District shall contain City of Meadowlakes Section II, Lots 198 and Section 4, Lots 1184, 1185, and 1186, Section 1, Lot 143 through 148 and Lot 150.

§ A40.04 District NO: NEIGHBORHOOD OFFICE.

The NO District shall contain City of Meadowlakes, Section 4, Lots 1231, 1232, and 1233.

§ A40.05 District CF: POA COMMON FACILITIES.

The CF Zoned District shall contain the property upon which the following City of Meadowlakes POA Facilities are located: **Lake Side Park, Wayne Dollar Children's Park, Undeveloped POA Park, Meadowlakes Streets and Meadowlakes Entry & Security Gate.**

§ A40.06 District PF: GENERAL PUBLIC FACILITIES.

The PF District shall contain the property upon which the City of **Meadowlakes Municipal Building** is located, which are City of Meadowlakes Section 2, Lots 166 and 167.

§ A40.07 District MU: MUNICIPAL UTILITIES DISTRICT FACILITIES.

The MU District shall contain the property upon which the Meadowlakes Public Works Department water and sewer treatment facilities are located and the Public Works Department drainage control properties.

¹ All references to Lots and properties in this Section are located within the City of Meadowlakes, Burnet County, Texas.
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Stop Signs (Cont'd):

On Augusta Drive (north) at Olympia Fields
On Muirfield at Olympia Fields (west)
On Muirfield at Olympia Fields (east)
On Olympia Fields at Carnoustie
On Braeburn Circle (west) at Broadmoor
On Braeburn Circle (east) at Broadmoor
At the MUD exit onto Broadmoor

(G) Yield Signs shall be located at the following locations:

On Cypress Point at Braeburn Circle
On Deer Lick at San Saba (north and south)
On Deer Lick at Stewart (north and south)
On Deer Lick at Mahan (north and south)
On Quail at San Saba (north and south)
On Quail at Stewart (north and south)
On Quail at Mahan (north and south)
On Chaparral at Wichita (north)
On Chaparral at San Saba (south and between Lots 3-1062 and 3-1063)
On Chaparral at Wichita (north)
On Chaparral at Stewart (south and between Lots 3-1084 and 3-1085)
On Chaparral at Mahan (south)
On Sly at Wichita
On Sly at San Saba
On The Lane at Granite Row
On Limestone at Pinehurst

(H) Meadowlakes Security Gate:

1. Place "Slow 5 MPH" speed limit signs at security gate located adjacent to inbound and outbound lanes of street.
2. Place "Stop Ahead Required - Left Lane" advisory type sign on left side of inside lane prior to security gate entrance to Meadowlakes.
3. Place stop sign at security gate attendant duty station in location consistent with effecting vehicles stopping in a suitable location to facilitate attendant interaction with vehicle operator. Sign is required for Meadowlakes entrance side of security gate only.
(Ord. 02-07, Passed 4-2-02; Am. Ord. 02-2003, Passed 3-4-03; Am. Ord. 2006-27, passed 11-7-06; Am. Ord. 2006-29, passed 11-7-06; Am. Ord. 2006-30, passed 11-7-06; Am. Ord. 2006-33, passed 1-8-07; Am. Ord. 2007-11, passed 6-5-07)

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Stop Signs (Cont'd):

Four-way:

- On Meadowlakes Drive at Deer Lick (east)
- On Deer Lick at Meadowlakes Drive (north)
- On Meadowlakes Drive at Deer Lick (west)
- At the Park exit at Meadowlakes Drive

- On Quail at Meadowlakes Drive
- On Chaparral at Meadowlakes Drive
- On Wichita at Turkey Run
- On San Saba at Turkey Run
- On Stewart at Turkey Run
- On Mahan at Turkey Run

Three-way:

- On Turkey Run at Columbine (south)
- On Columbine at Turkey Run
- On Turkey Run at Columbine (north)
- On Carnoustie at Turkey Run

Three-way:

- On Turkey Run at St. Andrews (south)
- On St. Andrews at Turkey Run
- On Turkey Run at St. Andrews

- On Spyglass at Turkey Run
- On Firestone Place at Firestone Drive
- On Limestone at Firestone Drive
- On Pinehurst at Firestone Drive (south)
- On Pinehurst at Firestone Drive (north)
- On Dove Lane at Firestone Drive
- On Marion at Firestone Drive
- On Firestone Drive (west) at Preston Trail
- On Dog Leg at Firestone Drive
- On Nelson Place at Preston Trail (north)
- On Nelson Place at Preston Trail (south)
- On Granite Row at Preston Trail
- On Granite Row at Dove Lane
- On The Lane at Granite Row
- On Dove Lane at Preston Trail
- On Marion at Preston Trail
- On Spyglass at Preston Trail
- On St. Andrews at Preston Trail
- On Olympia Fields at Columbine
- On Deer Lick at Columbine
- On Colonial (east) at Columbine
- On Colonial (west) at Columbine
- On Circle at Columbine (on cul-de-sac at west end of Columbine)
- On Quail at Columbine
- On Augusta Drive (south) at Olympia Fields

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(D) Slow/20 m.p.h. signs shall be located at the following locations:

On Chaparral at the southern boundary of the park.

On Mahan at the western boundary of the park.

On Mahan at the eastern boundary of the park between Lots 3-644 and 3-643.

An advisory speed plate reflecting a speed limit of 20 m.p.h. shall be attached.

(E) Speed Limit Signs shall be placed at the following locations:

A speed limit sign shall be located on Meadowlakes Drive (southbound) just after the entry gate and before the Firestone Drive intersection. Sign shall state "Speed Limit 25 MPH unless otherwise posted."

Speed limit signs stating Speed Limit 25 M.P.H. shall be posted at the following locations:

Meadowlakes Drive (southbound) just beyond the Firestone Drive intersection

Firestone Drive (westbound) just beyond the Meadowlakes Drive intersection

Broadmoor (eastbound) just beyond the Meadowlakes Drive north intersection

(F) Stop Signs shall be located at the following locations:

On Broadmoor at Meadowlakes Drive (north)

On Lake Circle at Broadmoor

On Broadmoor at Meadowlakes Drive (south)

On Firestone Drive at Meadowlakes Drive

On Fairway Lane at Meadowlakes Drive (north)

On Fairway Lane at Meadowlakes Drive (center)

On Fairway Lane at Meadowlakes Drive (south)

At the Country Club exit and Meadowlakes Drive

Three-way:

On Meadowlakes Drive at Columbine (north)

On Columbine at Meadowlakes Drive

On Meadowlakes Drive at Columbine (south)

On Firestone Drive at Preston Trail (west)

On Firestone Drive at Preston Trail (east)

On Preston Trail at Firestone Drive

On Mahan at Meadowlakes Drive

On Stewart at Meadowlakes Drive

On San Saba at Meadowlakes Drive

Appendix A

control signs shall be configured and placed by the specifications defined herein.

Signs shall be governed by the 1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways, as amended.

(A) Bump/20 m.p.h. signs shall be located per the following requirements:

To be placed in advance of the bump to the right of the approaching lane. The distance will be conditioned by the location of the bump and, where practical, on the lot line between lots.

An advisory speed plate reflecting a speed limit of 20 m.p.h. shall be attached.

(B) Golf Cart Crossings shall be stripped at the following location crossings:

Across Meadowlakes Drive between cart paths at the 1st green and the 2nd tee.

Across Meadowlakes Drive between cart paths at the 4th green and the 5th tee.

Across Olympia Fields between cart paths at the 5th green and the 6th tee.

Across Carnoustie between cart paths at the 6th green and the 7th tee.

Across Preston Trail between cart paths at the 10th green and the 11th tee.

Across Firestone Drive between cart paths at the 14th green and the 15th tee.

Across Firestone Drive between cart paths at the 17th green and the 18th tee.

(C) No Parking Signs shall be located at the following locations:

On Augusta Drive (south) at Olympia Fields

On Augusta Drive (north) at Olympia Fields

On Augusta Drive between Lots 150-75 and 150-76

On Meadowlakes Drive at the southern edge of Lot 44

On Meadowlakes Drive between Lots 43 and 42

On Meadowlakes Drive between Lots 28 and 27

On Meadowlakes Drive between Lots 25 and 24

On Broadmoor between Lots 2-174 and 2-175

On Broadmoor between Lots 2-177 and 2-178

On Broadmoor between Lots 2-187 and 2-188

On Broadmoor between Lots 2-190 and 2-191

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- (d) After approval by the BC, the requestor is clear to begin construction/installation of the RCP.
- (e) After installation/construction is completed, the BC will inspect the as-built/as installed RCP vs. the approved permit design and implementation.

1.1.4 Grandfathering of existing RCP's - Existing RCPs can be grandfathered in-place, subject to the following process and limitations: (Grandfathering of existing playhouses shall follow same restrictions, requirements and process as RCPs, except as noted in item 1.1.4 e)

- (a) RCPs must have been installed and operational prior to August 8, 2004, in order to be grandfathered.
- (b) All Class 1 and Class 2 existing RCPs must have been registered with the Meadowlakes City Secretary within 90 days on or after August 8, 2004. Any RCPs not so registered shall be required to meet all standards and restrictions.
- (c) The grandfather status is a lifetime exemption that is limited to the initial occupant of the specific residence when the unit was grandfathered. Registration is non-transferable to a different person or residence.
- (d) The grandfather status will terminate upon the following conditions being met:
 - (1) Residence is sold or transferred to heirs (other than surviving spouse).
 - (2) Change of renter or lessee of the residence.
 - (3) Modification or replacement of the RCP. Acceptable modification is limited to reconfiguration of accessories, and is further constrained as to not expand the 3-D envelope of the original unit. Replacement of the basic structure will terminate the grandfather status of the entire RCP.
 - (4) RCP degrades to a condition of being non-functional (not maintained in working order) and/or appearance/finish not maintained.
- (e) Meeting any of the above conditions (d1 through d4) shall require that a permit be obtained, implementing necessary steps to bring the RCP into compliance. If a permit application is not submitted or permit approval not granted, the RCP shall be removed from the property within 21 days. Permits for playhouses will not be approved. Penalty, see § 10.99

(Ord. 86-8-23, passed 8-23-86; Am. Ord. 87-3-14, passed 3-14-87; Am. Ord. 96-4-13, passed 4-13-96; Am. Ord. 96-6-8B, passed 6-8-96; Am. Ord. 98-7-11, passed 7-11-98; Am. Ord. 00-01, passed 4-4-00; Am. Ord. 00-04, passed 7-5-00; Am. Ord. 04-01, passed 8-2-04; Am. Ord. 2006-27, passed 11-7-06, Am. Ord. 2006-29, passed 11-7-06; Am. Ord. 2006-33, passed 1-8-07)

§ A30 - TRAFFIC SIGN MASTER PLAN

The following specifications constitute the master plan for street signs within the City of Meadowlakes, Texas.

Such plan was authorized by the City Council by Ordinance 02-07 at its meeting on April 2, 2002 and amended from time to time by subsequent ordinances.

The purpose of the section is to specify and control locations for traffic control devices, including but not limited to, stop, yield, bump, no parking, speed and slow signs. Also shown within the plan are golf-cart crossings which shall require appropriate stripping. All traffic

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- to envelope the RPC footprint. In the case of multiple freestanding RCPs, the sum of the areas shall not exceed 400 square feet.
- (g) The raised platform (if equipped) area of a Class 1 RCP is limited to 20 square feet, with an additional limitation that a single side not exceeds 5 feet in length. The raised platform area limitation is independent of platform height.
 - (h) RCP's shall be of high quality materials and workmanship. RCPs shall be made of wood or corrosion resistant materials including fasteners, comparable with the building standards for the residential playset industry.
 - (i) All RCP installations must meet manufacturer's recommended safe zones and anchorages.
 - (j) Trampolines are limited to one per residence and are subject to a maximum height restriction of 9' 0". The height of a safety net and structure (if so equipped) is included as part of the height definition of the unit.
 - (k) RCP units must be maintained in both finish and functionality.
 - (l) RCPs are not allowed to be powered electrically or have electrical utility provisioning.

1.1.2.2 Class 2 configuration restrictions – In addition to the standards and restrictions defined for Class 1 RCP configurations, the following additional restrictions and modifications apply for Class 2 RCP configurations:

- (a) The maximum height of any portion of the Class 2 RCP is limited to 12' 0". In addition any portion of the Class 2 RCP that exceeds 8' 0" in height is limited to a maximum cumulative footprint area of 40 square feet, with an additional constraint that a single side not exceed 8' 0" in length.
- (b) The raised platform (if equipped) cumulative area of a Class 2 RCP is limited to 40 square feet with an additional constraint that a single side not exceed 8' 0" in length. This maximum platform area restriction is independent of the platform height.
- (c) All Class 2 RCP ground levels sections (including the play platform portion of the unit, if so equipped) shall be of completely open construction except for necessary support and bracing required to structurally stabilize the unit. An upper bay can be partially enclosed so long as a non-solid wall and non-solid roof construction is utilized.
- (d) All Class 2 units require a BC approved permit.

1.1.3 Permit process, data requirements and fees - All Class 2 configurations (and certain Class 1 configurations as defined above) require a permit prior to installation or initiation of construction. The following defines the process and data requirements for the permit process.

- (a) The requestor shall provide a site plan or drawing showing location on the lot, including the structure(s) footprint and drip lines, distances from the edge of the lot and residence, as well as compliance with the required setbacks and easements. An upfront fee as referenced in Appendix A, Fee Schedule, PlayScape, is required as part of the permit application.
- (b) Detailed design plan, (or factory brochure if pre-manufactured off site) which includes a specific description, including dimensions, materials, finish and colors. Samples of materials must be submitted upon request.
- (c) Information on manufactures recommended safety zones and anchorages.

Appendix A

1.0 Residential Children's Playsets standards and restrictions.

1.1 Residential Children's Playset (herein "RCP") is an allowed structure so long as it is in compliance with the following standards and restrictions. This restricted class of structure encompasses the general class of children's residential outdoor playsets including (but not limited to) freestanding swing sets, slides, playscapes, and trampolines. Existing RCPs which do not meet standards and restrictions can be grandfathered by the procedures and standards defined below.

1.1.1 Location restrictions - RCPs shall only be located in the backyard behind the residence. Behind the residence is defined as between the rear line of the residence (normally the back wall) and within all setbacks and easements of the lot on which the residence resides. RCPs or any other children's play apparatus are not allowed on a permanent or semi-permanent basis in the front yard or side yard forward of the rear line of the residence. The only exception allowed is a basketball goal, as long as it is located on the driveway at a location that is no closer to the street than half the distance between the street and residence.

1.1.2 Configuration restrictions – Configuration restrictions are grouped into two classes (class 1 and class 2) based on the height of the RCP. A Class 1 RCP is defined as a unit with a height of no more than 7' 0". A Class 2 RCP is defined as a unit with a height greater than 7' 0". Configuration restrictions for Class 1 and Class 2 RCP's are defined below.

1.1.2.1 Class 1 Configuration restrictions - RCPs with a height not exceeding 7' 0" do not require a permit as long as all standards and restrictions are met. In addition to the location restrictions stated in paragraph 1.1.1, RCPs have the following additional restrictions.

- (a) RCPs must be of open construction with non-solid walls and a non-solid roof. (If equipped with a roof.) Open windows and door cutouts that do not close combined with an open roof can be a substitute for the non-solid wall requirement. (Toddler age children's commercial play equipment less than 4 feet in height is exempt from this requirement.)
- (b) The units shall not be used for general storage of household items, landscape maintenance equipment or residential supplies.
- (c) The RCPs shall be commercially available units. Custom designs and/or on site-constructed units requires that a permit application be processed and approved by the Building Committee (herein BC).
- (d) RCP's surfaces are required to be finished by the commercial manufacturer or painted. Wooden portions of the unit must be sealed with a clear or natural wood stain finish, if not painted.
- (e) RCP color is restricted to colors that are common and generally available for commercial units. The BC must approve custom design/on site constructed RCP colors and finish. Approval will be based on the proposed color and finish being very similar to commonly available commercial RCP colors.
- (f) RCPs footprints are restricted to a maximum cumulative area of 400 square feet (not including the area for a trampoline, if installed). The area measurement for each RCP is defined, as the product of the single length times single width dimension required

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(c) For information which is not readily available, the charge for copying shall be computed at \$15 an hour to include cost of labor spent to locate, compile, manipulate data and reproduce the requested material. This charge is in addition to the prices listed above in subparagraphs (a) and (b). The City shall comply with §552.261 (b) of the Texas Government Code in addition to complying with Chapter 70 of the Texas Administrative Code. A labor charge shall not be billed in connection with requests that are for 50 or fewer pages of paper records unless the documents to be copied are located in a remote storage facility.

(d) In addition, the City may also add any postal expenses which may be necessary to transmit the reproduced documents to the requesting party.

(Cross-Reference §552.261 and §552.266 of the Government Code and Chapter 70 of the Texas Administrative Code)

(Ordinance 03-01, passed 5-6-03; Am. Ord. 2006-19, passed 8-22-06; Am. Ord. 2006-27, passed 11-7-06; Am. Ord. 2007-08, passed 6-5-07)

(E) Zoning change proposal:

1. A Zoning Amendment Proposal Processing fee of \$650 (plus any extra costs required) shall be collected at the time of proposal submission. The City is required to identify extra costs (if any) at the time of evaluation of the proposal.

(Ordinance 2010-04, passed 2-9-10)

§ A20 - ARCHITECTURAL GUIDELINES DOCUMENT (AG)

Architectural Guidelines Document (AG)

Introduction and purpose of document:

This document is for the purpose of defining and documenting the detail standards, restrictions and procedures for providing guidance and control of Meadowlakes residential construction and accessories. The City of Meadowlakes Code of Ordinances authorizes the requirements and standards contained herein.

Order of precedence:

In the event of conflict between this document contents and city ordinances, the city ordinances shall take precedence.

Document Content Control:

The contents of this document are formally controlled and maintained by the Meadowlakes Building Committee (herein BC). Proposed changes to this document shall be prepared and reviewed by the BC prior to forwarding to Meadowlakes City Council for adoption. Upon approval by City Council a change/update to this Architectural Guidelines Document shall be issued.

Appendix A

2. Contract with Texas Department of Public Safety. At all times that the City has a contract with the Texas Department of Public Safety to deny renewal of licenses for individuals failing to appear at court as directed, the Municipal Court Clerk shall collect an additional \$30.00 administrative fee at the time of the following: (1) the Court enters judgment on the offense for which the failure to appear was submitted; (2) the case is dismissed; or (3) bond or other security is posted to reinstate the charge for which the warrant was issued. Distribution of the funds shall be as provided by agreement with the Texas Department of Public Safety. The Municipal Court Clerk shall maintain a copy of the agreement and report each failure to appear fee collected as well as the distribution of the fee to the City Treasurer. Should a defendant fail to pay the \$30.00 administrative fee as required, the Municipal Court Clerk shall report such failure to the Texas Department of Public Safety and request the Department deny renewal of the defendant's license. *Cross-Reference § 706.006, Transportation Code.*

(D) Fees for Miscellaneous City Services:

1. Curbside brush pickup. City shall provide for one free fifteen (15) minute service for brush pickup and chipping during each regularly scheduled pickup round. Resident may elect to purchase additional time for a fee of \$15.00 for each additional interval or partial interval, with the constraint that brush meet characteristics and restrictions as determined by the City Administrator, as amended from time to time.
(Ord. 2010-02, passed 2-9-2010)

(b) Dishonored Check Fee.

A service charge of \$25.00 shall be assessed against any person who pays the City with a check, draft or money order which is returned unpaid for lack of sufficient funds or closed or nonexistent account. *Cross-Reference § 3.506, Business & Commerce Code.*

(c) Copying Charges for Public Records.

Each side of a piece of paper that has recorded information is considered one page. The following service charges for copying governmental and public records(s) shall be as follows:

(a) For readily available information on standard size pages (up to 8 1/2" X 14"), the copying charge shall be \$0.10 per page.

(b) For nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- i.) Oversize paper copy, size 11" X 17" shall be \$0.50 per page.
- ii.) Diskette shall be \$1.00 per diskette.
- iii.) CD's (CD-RW and/or CD-R) shall be \$1.00 per CD.
- iv.) Digital video disc (DVD) shall be \$3.00 per DVD.
- v.) Audio cassette shall be \$1.00 per cassette.
- vi.) Other electronic media shall be at actual cost.
- vii.) Specialty paper such as photographs, maps shall be at actual cost.

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(A2) Subdivision Application:

The following is a list of the subdivision fee schedule:

Amended plat application\$ 100.00
(Ord. 97-7-12, passed 7-12-97; Am. Ord. 2006-13, passed 9-5-06; Am. Ord. 2006-27, passed 11-7-06; Am. Ord. 2006-29, passed 11-7-06; Am. Ord. 2007-06, passed 2-6-07)

(B) Animal Control Fee Schedule:

The following is a list of the animal control fee schedule:

Original Registration.....\$ 10.00
Renewal.....\$ 5.00
(Either yearly or tri-yearly dependant upon rabies vaccination)
Replacing Lost Tag.....\$ 10.00
Catching Loose Animal and Returning to Owner.....\$ 15.00
Late Registration/Renewal Fee for Each Month Late.....\$ 5.00
Transfer of Ownership\$ 10.00

Bring proof of rabies vaccination with you. Per Code 90.41, "The owner shall pay any cost or fees assessed by the municipality related to the seizure, impoundment and destruction of an animal."

(C) Court and Administrative Fee Schedule:

Fees. The fines, court costs and fees imposed in the Municipal Court of Record Number 1 may be the same as are prescribed for like offenses by the penal statutes of the State, but shall never be greater. Where any offense is covered solely and alone by ordinances of the City, such ordinance shall control. The Municipal Court Clerk shall collect and report all court costs as required, including but not limited to the following:

(a) *Failure to Appear Fee.*

1. **Special Expense.** The Municipal Court Clerk shall collect a special expense of \$25.00 for the issuance and service of a warrant of arrest from each defendant served with a warrant for failure to appear or violation of a promise to appear. The Municipal Court Clerk shall report each special expense collected to the City Treasurer for deposit into the general funds of the City.

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- A10 Fee schedule
- A20 Architectural guidelines document (AG)
- A30 Traffic sign master plan
- A40 Zoning district definitions
- A50 Public Works Department Fees
- A60 Meadowlakes Municipal Golf Complex

§ A10 FEE SCHEDULE

(A1) Building permits:

The following is a listing of the building permit fee schedule:

Commercial Building.....	\$ 500.00
3000 Sq. Feet of Living Area or less	\$ 600.00
Under 3000 Sq. Feet of Living Area - two story	\$ 700.00
Over 3000 Sq. Feet of Living Area, one or two story.....	\$ 750.00
Clean up Deposit.....	\$ 500.00
(Refundable after certificate of occupancy is issued and restoration of site and inspection of site approved by building committee chairman and POA)	
Fence/Deck/Arbor/Patio cover (No Utilities).....	\$ 50.00
PlayScape.....	\$ 5.00
Remodel/Addition:	
2 or more rooms, new foundation	\$ 500.00
2 or more rooms, existing foundation	\$ 450.00
1 room, existing foundation	\$ 350.00
Swimming Pool/Spa.....	\$ 330.00
Re-inspection Fee (Paid by Owner/Builder).....	\$ 75.00
Zoning Application	\$ 500.00
Building identification sign no more than 16 feet and under	\$ 30.00
Business identification signs attached to above	\$ 30.00
Lighted above sign structure	\$ 30.00

(Am. Ord. 2008-30, passed 11-21-08)