1. 3:00 P.M. Agenda

   Documents: 04-19-16 AGENDA.PDF

2. 3:00 P.M. Meeting Packet

   Documents: COUNCIL PACKET 16-04-19 REDUCED.PDF

CITY OF HORSESHOE BAY

NOTICE OF PUBLIC MEETING

AGENDA

April 19, 2016

Notice is hereby given to all interested members of the public that the Horseshoe Bay City Council will hold a Public Meeting at 3:00 p.m., on Tuesday, April 19, 2016 at City Hall, #1 Community Drive, Horseshoe Bay, Llano County, Texas. The agenda for the Public Meeting is to discuss and/or act on the following:

1. Call the Meeting to Order and Establish a Quorum
2. Invocation
3. Pledges to the Flags
4. Public Comments: *(Anyone wishing to address the Council please sign in at the podium. When called upon by the Mayor speakers are asked to go to the podium and state your name and address and will be limited to 3 minutes. This is an opportunity for the public to address the City Council on any subject. In accordance with the Texas Open Meetings Act, the Council may not discuss issues raised or make a decision at this time. Issues raised may be referred to staff for research and possible future action.)*
5. Staff Recognition:
   a. Introduction of New Employees
      i. Mike Kelly-Police Officer
      ii. Richard Ciolfi-Police Officer
6. Presentation of Proclamation to HSB POA for Horseshoe Bay Earth Day April 22, 2016
7. Conduct Public Hearing Pursuant to Local Government Code Section 43.063 Giving the Public the Opportunity to be Heard Regarding the Intent to Annex Five Parcels Located in the City's Extraterritorial Jurisdiction into the City Limits
8. Items to be Removed from the Consent Agenda
9. Consent Agenda Items: *(All items under the Consent Agenda are considered to be routine by the Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Councilmember is made prior to the time of the Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.)*
   a. Approval of Minutes of the March 15, 2016 Public Meeting, the March 29, 2016 Public Workshop and the March 30, 2016 Joint Public Meeting with the Planning and Zoning Commission
   b. Approval of Interlocal Agreement with Llano County for Street Paving and Improvements
10. Monthly Statistical Departmental Data Reports:
    a. City Manager, Administration, Community Services, Development Services, Fire Department, Police Department
11. Presentation of Quarterly City Financial Report
12. Discuss, Consider and Take Action Regarding Awarding the Bid for Annual Seal Coating Project for Areas North and South of Highway 2147
13. Discuss, Consider and Take Action Regarding Fire Engine Replacement
14. Update on West Water Plant Expansion Project

15. Public Hearing, Discuss, Consider and Take Action Regarding Approval of the Preliminary and Final Plat of Trails End Section One-B and Section Two-B, a Replat of Trails End Sections One-A and Two-A. The purpose of the Replat is to Combine Each lot with a Portion of Common Area to Create Larger Lots for all Lots in Trails End Subdivision. (700 Block of Trails Parkway and the 100 Block of Christine Circle in The Trails)
16. Consider, Discuss and Take Action Regarding the Preliminary Plat and Final Plat of Hidden Coves, a 21 Lot Subdivision With 19 Garden Home Lots, Including 1 Garden Home Lot For Future Development and 2 LA Lake Area Lots as Part of the Hidden Coves Planned Development Which Will be Requested for Rezoning to Mixed Use Garden Home Lake Area Planned Development - MU-GH-LA PD. (10.43 Acre Area Located in the 2600 Block of Faultline Dr., the 2400 Block of Diagonal Dr, and the 300 Block of Lost Echo).
17. Discuss, Consider and Take Action Regarding a Request by Summit Rock Communities for Variances from Section 3.06.015(d) of the Sign Article to allow Placement of a Model Home Sign on Lot 16 in The Grove at Summit Rock for Approximately 6 Months and to Move the Same Sign to Lot 30 in the Grove, and then to Another Lot in the Grove Until all Lots are Built Out -3 to 5 years (602 Summit Rock Blvd., 101 Grove Ct. and All Other Lots in The Grove at Summit Rock).
18. Discuss, Consider and Take Action Regarding Resolution to Direct City Prosecutor to File Petition with Municipal Court for Removal of Substandard Structure (Lot No. W19045 in the 2900 Block of Deep Canyon in Horseshoe Bay West)
19. Adjourn

Teresa L. Moore

Teresa L. Moore, TRMC
City Secretary

The Council may go into Executive Session, if necessary and appropriate, pursuant to the applicable section of the Texas Open Meeting Act, Texas Government Code, Chapter 551, Subchapter D, on any matter that may come before the Council that is listed on the Agenda and for which an Executive Session is authorized. No final action, decision or vote will be taken by the Council on any subject or matter while in Executive Session. Any action, decision or vote will be taken by the Council only in open meeting.

Certificate of Posting

I, Teresa L. Moore, City Secretary for the City of Horseshoe Bay, Texas do certify that this Notice of Meeting was posted at City Hall, in a place readily accessible to the general public continuously 72 hours prior to the meeting.

Teresa L. Moore, City Secretary

CITY OF HORSESHOE BAY

NOTICE OF PUBLIC MEETING

AGENDA

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Teresa L. Moore, TRMC
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Teresa L. Moore
Teresa L. Moore, City Secretary

Item # 6

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: Presentation of Proclamation to HSB POA for Horseshoe Bay Earth Day April 22, 2016

The HSB POA Board of Directors has elected to make some changes to the long-held format of primarily picking up trash on Earth Day. This year the City is also working with the POA to conduct an *Earth Day Expo* from 9:45 to 12:30 at Quail Point. The Expo will feature speakers on environmentally friendly home design and technology, recycling, drought tolerant gardening, and a short course for homeowners about operating landscape irrigation systems. Additionally, the event will include booths for companies with green products. Food and refreshments will be served too.

The POA and City are working together to help promote this event as the time draws nearer in late April.

Proclamations can be done by a Mayor with no action from the Council; however, the practice in the past has always been to have this on the agenda for approval. For many years the HSB POA and citizen's efforts to keep the City clean have been honored with a Proclamation signed by the Mayor which is given to the HSB POA and this is a continuation of that practice.

Enclosures: Proclamation

PROCLAMATION

EARTH DAY 2016

WHEREAS, the global community now faces extraordinary challenges, such as environmental degradation, global health issues, climate changes, food and water shortages, and; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create a positive environmental change to combat the aforementioned global challenges; and

WHEREAS, a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, Earth Day is the beginning of a new year for environmental stewardship commitments, to implement sustainability efforts and commit to an Earth Day resolution; and

WHEREAS, the City would like to recognize the efforts of the Horseshoe Bay POA for their efforts in sponsoring the Earth Day Expo;

FURTHERMORE, let it be known that the City of Horseshoe Bay hereby the Citizens of Horseshoe Bay, the Property Owners' Associations, Business Owners and all persons who share the bounty and blessings of Horseshoe Bay are encouraged to participate in Horseshoe Bay Cleanup Day and to continue the tradition of keeping the City beautiful.

NOW THEREFORE, I, Mayor Stephen T. Jordan, do hereby proclaim April 22, 2016 as **Earth Day** in City of Horseshoe Bay, Texas.

ISSUED THIS, THE 19th DAY OF April, 2016.

Stephen T. Jordan, Mayor

Attest:

Teresa L. Moore, TRMC
City Secretary

Item # 7

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

Re: Conduct Public Hearing Pursuant to Local Government Code Section 43.063 Giving the Public the Opportunity to be Heard Regarding the Intent to Annex Five Parcels Located in the City's Extraterritorial Jurisdiction into the City Limits

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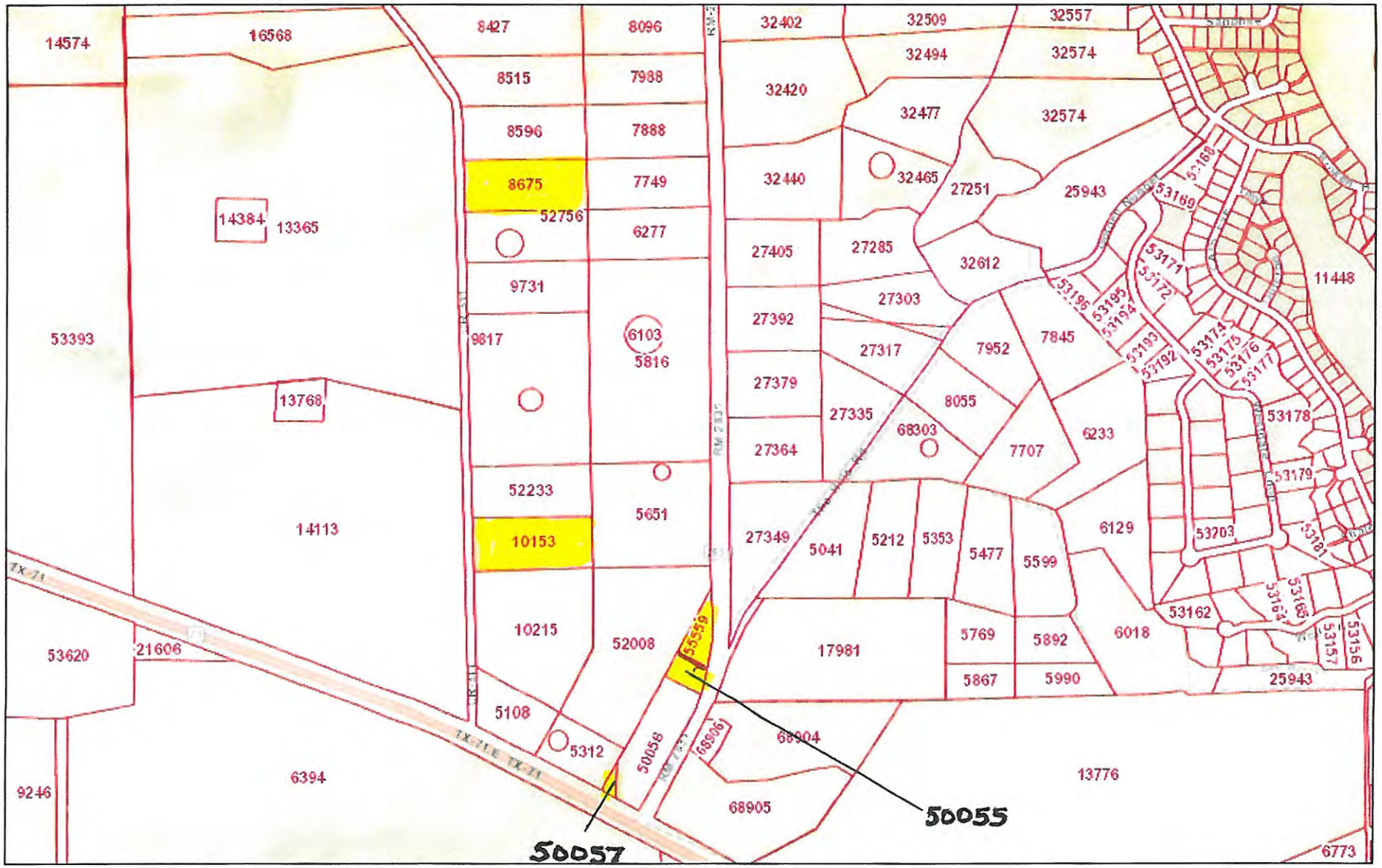
This is the first public hearing to annex the 5 properties in Quail Ridge that were not noticed correctly during the last annexation.

The second public hearing will be at the May 17 Council meeting.

The final approval has to be completed before July 18, 2016 and will be on the June 21 Council meeting agenda.

Enclosures: Annexation Map showing five properties

Map Title



March 10, 2016

Parcels

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

1:11,304

0 0.075 0.15 0.3 mi

0 0.15 0.3 0.6 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

Llano Central Appraisal District & BIS Consulting - www.bisconsultants.com
This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes.

Item # 9a

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: Minutes of the March 15, 2016 Regular Public Meeting, the March 29, 2016 Public Workshop Meeting and the March 30, 2016 Joint Public Meeting with the P & Z Commission

Enclosures: Minutes

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council of the City of Horseshoe Bay held a Public Meeting at City Hall March 15, 2016, beginning at 3:00 p.m. in accordance with duly posted notice of said meeting with the following members present:

Stephen T. Jordan, Mayor
Craig Haydon, Mayor Pro Tem
Cynthia Clinesmith, Council Member
Jerry Gray, Council Member
Reagan Lambert, Council Member
David Pope, Council Member

The posted agenda for this meeting is made a part of these minutes by attachment and the minutes are herewith recorded in the order the agenda items were considered, with the agenda item number and subject shown preceding the applicable paragraph.

1. Call the Meeting to Order and Establish a Quorum: Mayor Jordan called the meeting to order at 3:00 p.m. stating a quorum was present. He said copies of the agenda were available on the podium and asked that anyone who would like to make comments please sign the sheet on the podium and go to one of the podium microphones when it was their turn to speak.

2. Invocation: Garry Kesler, Minister of Music at the Church at Horseshoe Bay gave the invocation.

3. Pledges to the Flags: Mayor Jordan led the pledges of allegiance to the United States flag and the Texas flag.

4. Public Comments: Elise Reid, Horseshoe Bay resident, spoke regarding deer trapping done by the City and that she would like the City to continue to seek a more humane process to thin the deer herds in the City. She presented an informal petition to Mayor Jordan that included 330 signatures. Mayor Jordan reported the City had formed a Deer Study committee consisting of Texas Parks and Wildlife, the current deer trapper, current meat processor and City residents in order to research the current process used as well as alternatives. Rick Prekup, Horseshoe Bay resident and Deer Study committee member spoke requesting the Council not reallocate the remaining funds in the Deer Management line item at this time because he felt these funds might be needed to purchase equipment recommended by the Deer Study committee.

5. Staff Recognition:
   a. Service Awards:
      i. Shelly Linder – 20 Year Service Award
   b. Introduction of New Employee

i. Dane Bybee

Director of Community Services Jeff Koska presented Shelly Linder with a plaque for her service. He said Shelly was the second longest tenured employee at this time and first worked for Lake LBJ Municipal District.

City Manager Stan Farmer introduced the new Community Services Field Operations Supervisor Dane Bybee. Dane came to the City from Brenham with a total of 31 years' experience and holds an A license in Water Treatment.

6. Discuss, Consider and Take Action Regarding Ordinance to Annex Areas in the City's Extraterritorial Jurisdiction into the City Limits: There was no action taken on this item.

7. Discuss, Consider and Take Action Regarding Annexation of Various Areas in the ETJ: There were six properties from the February 16, 2016 annexation that were noticed incorrectly causing the need for the process on those six properties only to be started over. Council Member Gray made the motion to initiate action on the annexation of these properties, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

8. Items to be removed from the Consent Agenda: Council Member Clinesmith requested that item 9b, be removed from the consent agenda.

9. Consent Agenda Items:
   a. Approve Minutes of the February 15, 2016 Public Meeting
   c. Approve Amendment to Agreement with Llano County Providing for Subdivision Regulation within the ETJ Jurisdiction of the City
   d. Approve Amendment to the Annual Contract to Provide Fire Fighting Services Between the City of Horseshoe Bay and Llano County ESD#4, Llano County MUD #1, The Hills Section I & II POA, The Hills Section III POA and Deerhaven Water Control and Improvement District Removing The Hills Section I & II POA and The Hills Section III POA
   e. Approve Resolution Providing for the Sale of Lot K1059, Horseshoe Bay South, City of Horseshoe Bay, Burnet County to J. Bradley and Rachel M. Horner
   f. Approve Resolution Providing for the Sale of Lot K15040, Plat K15, Horseshoe Bay South, City of Horseshoe Bay, Burnet County to David and Jeannie Slocum
   g. Approve Interlocal Agreement with Burnet County for Chip Sealing of Roads in HSB South

Mayor Pro Tem Haydon made the motion to accept all consent agenda items except 9b, seconded by Council Member Pope. Motion passed unanimously (5-0).

b. Approve Ordinance for a FY 2016 General Fund Budget Amendment in the Amount of $29,200 to Transfer Funds from Tree Removal and Deer Management Line Items to Advisory Committee Line Item for Long Range Planning Advisory Committee Consultant

City Manager Farmer reported this is a continuation of what the Council requested last month in order to pay for the consultant requested by Long Range Planning Advisory Committee at a cost of $29,200. This ordinance will formalize that request. Mr. Farmer added he thought

it was premature to honor Mr. Prekup's asking the Council to vote to appropriate money for something that has not been approved yet. Mr. Farmer recommended waiting until the Deer Study group comes back to Council with a recommendation and if the Council agrees then the City can appropriate funds during next year's budget process. Mr. Prekup stated some of the recommendations might require lead time on some of the equipment which would fall in this fiscal year. Mr. Farmer said he anticipated the Study group to report to the Council in April or May which would lead into the budget process. Council Member Gray asked the amount of money that the Study group might request. Mr. Prekup said it was close to $21,000. Council Member Gray said the Council would have the option to use other funds in this year's budget if necessary. Elise Reid asked if the contract for deer trapping was on a year to year basis. Mr. Farmer said the City has never bid this in the past because it is a service and it is a per deer charge. Council Member Pope made the motion to approve Item 9b as recommended, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

10. Monthly Statistical Departmental Data Reports:

a. City Manager; Administration; Community Services; Development Services; Fire Dept.; and Police Dept.

Development Services Director Eric Winter reported on the progress of Tuscan Village stating the project was still moving along and he had been told that closing on the property should take place next month with infrastructure development to begin in May. He said the first work would be the grading of the property. Engineer Tony Plumlee would be submitting drawings for infrastructure permits in sections rather than all at one time with the first to be submitted sometime in May.

Mr. Winter reported Siena Grove developer Mike Walsh has secured a second operator for all of the assisted living facilities and that operator conducted a market study that led to some changes to the mix of the Planned Development. The three story independent living building adjacent to FM 2147 had been eliminated, in its place are five rental duplexes of 1500 square feet each. He added now there are also 11 single-family units of 2500 square feet. Mr. Winter stated they would be adding a third story to the memory care building since the study indicated there was a larger market opportunity for additional units in that building. He said due to all of the changes the developer will be required to bring back an amended concept plan for consideration by the Planning and Zoning Commission and the City Council. Mr. Winter reported the project costs have increased from $31M to $55M based on these changes and the developer was currently working on financing.

Mr. Winter reported engineer Don Sherman delivered the preliminary and final plat drawings for the Hidden Cove Planned Development located on Faultline Drive, Diagonal and Echo for City review. Mr. Sherman has also been working on the Planned Development concept plan and once submitted, the City's design review committee would meet with Mr. Sherman, Tony Plumlee and Sam Boyd to address comments regarding preliminary and final plats and the concept plan. They had requested all of these items be on the P & Z April 5 meeting agenda.

Mr. Winter reported the Texan Mart improvements are almost complete. They are waiting for installation of their underground diesel tanks and have had trouble finding a contractor. After the tanks are installed the parking lot will be repaved and striped and new pumps installed. They have met all other ACC requirements for the repairs.

City Manager Farmer reported the Long Range Planning survey is out and over 550 responses have been received to date. He said a link to the survey was on the City's website and could be accessed using the link at the top of each page and boxes to drop off paper surveys had been placed around town and are located at the four banks, City Hall, Quail Point, Bay Pharmacy and Bay Side Fresh market.

Mr. Farmer said he had talked to Texas Parks and Wildlife and the spray applicator hired through Texas P & W last year had agreed to work directly with the City this year at the same price as last year. It would be about a two week turnaround time when there was enough need to begin treatment. Mr. Farmer said he surveyed the waterfront areas three weeks ago and there was nothing there yet. He reported LCRA had not volunteered to spend any funds this year so the cost would have to be paid by the City and/or waterfront property owners; however, the City did not budget anything for this fiscal year. Mayor Jordan reported some of the waterfront POAs had already committed to partnering with the City on the treatment.

Mr. Farmer reported the City was mowing in the Uplands and HSB South. Due to the number of lots in that area it was done on a different schedule than the remainder of the City.

Next, Mr. Farmer reported a contractor was spraying for weeds and scraping between the new ribbon curbs and the asphalt.

Mr. Farmer reported new mulch for the playground area in the park which would be installed later in March. The mulch would be the same type as was currently in the park and provided by Game Time who supplied the equipment and the mulch initially.

The LCRA Steps Forward Day is set for April 1, 2016 and volunteer LCRA employees will be cleaning up the west side of the Slick Rock Creek adjacent to Martin Park.

Mr. Farmer reported the Deer Study group would meet for the third time later this week and hoped to be ready bring a proposal to the Council in April.

Lastly, Mr. Farmer reported the HSB POA and the City had been working closely getting ready for Earth Day. The HSB POA, the Business Alliance and the City were working together to provide a new format for Earth Day. The City's role has been to help find vendors and speakers to take part in the Earth Day Expo. The keynote speaker will be architect Peter Pfeiffer who will discuss green building techniques and products. From 10:00 am to 11:15 Elias Guerrero from the Lady Bird Johnson Wildlife Center will talk about drought tolerant planting, and Luke Furfey will talk about recycling. From 11:15 am to 1:00 pm there will be a free shredding event and a variety of vendors with information, demonstration and products on display in the driveway at Quail Point. There will be free hot dogs and cold drinks.

11. <u>Discuss, Consider and Take Action Regarding Bid Package for Annual Seal Coating Project Per the Policy for Maintaining Streets:</u> City Manager Farmer said the Council packet includes a four year capital improvement for seal coating. The areas to be seal coated this fiscal year are the areas north and south of 2147 with an estimated budget of $631,000 based on historical seal coat expenditures. He said these two areas cover a total of 13.37 miles and the project would need to be noticed and advertised under the competitive sealed bid process. Staff was seeking Council approval to simply start the bid process and after the bid opening Council would be asked to consider and approve awarding the bid. Mr. Farmer said if this item was approved to today staff should be able to hold the bid opening prior to the April 19th Council meeting allowing Council to consider awarding the bid at that meeting. The money would come from the Street Improvement Project Fund by way of the Rate Stabilization

Fund; however, the Finance Director and City Manager would provide an update of the Fund Balance and funding of Capital Projects at the March 29th workshop. Mr. Farmer explained the City completed 53 miles of new roads in the City and in order to keep the roads in good condition seal coating would have to be done on a regular schedule. Mayor Pro Tem Haydon made the motion to instruct staff to move forward with requesting bids for the seal coating project, seconded by Council Member Gray. Motion passed unanimously (5-0).

12. Discuss, Consider and Take Action Regarding Award of Contract for Fire Station #1 Building Repairs: City Manager Farmer reported bids had been received for building repairs to the central fire station next to City Hall. This would accomplish one of the needs established by new Fire Chief Morris. He determined the tile roof should be removed, hauled off and replaced with a 30 year standing seam metal roof to match City Hall and remove and replace existing siding with Hardie concrete siding to include all trim and fascia boards, prime and paint exterior of building. Staff recommended that Council award the bid to Cactus Companies who had completed significant projects in the City including rehabilitation of The Lighthouse, replacement of the HSB POA roof and installation of fencing around Martin Park and they were the lowest competitive bid for a total of $56,000. Mr. Farmer said this expenditure would come from the Maintenance and Repair-Building line item in the General Fund but would make the line item exceed budget; however, the Administration Department budget would not be exceeded at the end of the fiscal year. Chief Morris reported they had performed an examination of the building and there was extensive rotting of the siding. There were also misplaced tiles on the roof and when they were examined it was discovered there were large holes in the roof decking. He said the building had to be repaired if the City intended to keep it. Council Member Pope made the motion to approve awarding the contract as described to Cactus Companies for the amount of $56,000, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0). Council Member Gray complimented Chief Morris for the improvements made to the West Fire Station done with the help of the fire fighters for the low cost of $1,000.

13. Discuss, Consider and Take Action Regarding Amendment to Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.016 Signs Exempt from Regulation: City Manager Farmer reported Council Member Gray had requested staff to prepare an ordinance amendment to address among other things the abundance of sign exemptions. The Development Services Director and City Manager worked on this along with a review of the existing ordinance and improved some of the content to make it more user-friendly. The changes were reviewed with Council Member Gray for his suggestions and approval. Council Member Gray made the motion to approve the ordinance as presented, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

14. Discuss, Consider and Take Action on Amendment to Chapter 4 Business Regulations Creating New Article 4.07 Portable On-Demand Storage Structures: Development Services Director Winter reported to the Council that there were two of these structures that had been in the City for some time. Staff had received complaints in the past; however, the City's ordinances did not allow enforcement of any regulations for these structures. Council Member Gray made the motion to approve this ordinance as presented, seconded by Mayor Pro Tem Haydon. It was determined that a variance could be granted by the City Manager. Motion passed unanimously (5-0).

15. Discuss, Consider and Take Action Regarding Amending Public Notice Requirements for Planning and Zoning Matters: Development Services Director Winter reported this item was on the agenda to consider requiring a broader public notice requirement. This action today would result in Staff preparing an ordinance amendment and sending to the Planning and Zoning Commission for consideration and a recommendation for Council consideration. Councilmember Gray said he felt the recommended changes were a good approach and made the motion to send the request to the Planning and Zoning Commission, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

16. Discuss, Consider and Take Action Regarding Progress Report by Builder on Construction at 312 and 316 Nattie Woods and Issuing Building Re-permits: Development Services Director Eric Winter reported the 60-day repermit on these two houses expired on February 16, 2016. At the December 15, 2015 meeting Council had approved this 60-day permit. Due to the expired permits a stop work order was issued. Mr. Winter said only five of the total 18 required inspections requested to date for both houses. At the December 15 Council meeting it was determined if work was not completed and another request was made for re-permits for these homes the cost could be $5,000 per house. Contract Doug Jaffe apologized and said he had grossly underestimated the cost to build these houses and when the re-permits were issued in December about the difficulty scheduling subs due to the fact that larger building firms with much more work kept them busy and it was difficult to get them to return to his job. Mr. Jaffe reported he has the funds set aside to finish these two houses. Mr. Jaffe asked the Council to consider lowering the $5,000 re-permit fee for each house. He reported he believed the two houses could be completed within 90 days at a cost of an additional $400,000 and that included partially furnishing the houses. Mr. Jaffe said this money had been set aside with IBC Bank. Council Member Pope made the motion to issue the re-permits for 90 days at a cost of $5,000 each for a total of $10,000 with the understanding that if the houses are completed and have a Certificate of Occupancy issued within the 90 days the City would refund $8,000 and keep only $2,000; however, if they are not completed the City would keep the entire $10,000, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

20. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn at 4:21 p.m., seconded by Council Member Pope. Motion passed unanimously (5-0).

APPROVED this 19th day of April, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

CITY OF HORSESHOE BAY

JOINT PUBLIC MEETING OF THE HORSESHOE BAY CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION

MINUTES

March 30, 2016

The City Council and the Planning and Zoning Commission of the City of Horseshoe Bay held a Joint Public Meeting to attend a workshop presented by the Long Range Planning Advisory Committee at 3:00 p.m. on March 30, 2016 at Quail Point Lodge located at 107 Twilight, Horseshoe Bay, Texas.

Mayor Jordan called the meeting of the City Council to order at 3:11 p.m. with Craig Haydon, David Pope, Jerry Gray, Cynthia Clinesmith and Steve Jordan present.

Norm Long called the meeting of the Planning and Zoning Commission to order at 3:11 p.m. with Lynette Morrison, Neil Andrews and Norm Long present.

Although a quorum of the City Council and the Planning and Zoning Commission of the City of Horseshoe Bay attended this meeting and participated in discussion during the presentation, no vote or action by the City Council or the Planning and Zoning Commission occurred.

The meeting adjourned at 4:49 p.m.

CITY OF HORSESHOE BAY, TEXAS

_____

Stephen T. Jordan, Mayor

ATTEST:

_____

Teresa L. Moore, TRMC
City Secretary

Item # 9b

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Approve Interlocal Agreement with Llano County for Chip Sealing of Roads in HSB South

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The City Manager, working with Llano County Commissioner Peter Jones, has coordinated a chipseal road improvement maintenance project to include H2O Street in HSB West. The City and County have done similar projects in years past in this area of HSB, although it has been a few years. This project is centered on a state statute that allows a county to provide labor and equipment to a city for road improvements in the city. The in-kind labor and equipment is capped at $15,000. Therefore we center these projects on this number and are provided approximately 2-3 days of county personnel and equipment to lay down chipseal rock and oil. City costs are to prep the street and to buy the oil and rock for the project. This cost is budgeted in two line items in the General Fund: Street Patching Contract and Street Patching Materials.

However, for the county to provide their personnel and equipment per the state statute the county is requesting the enclosed Interlocal Agreement be signed by both parties.

Staff recommends approval.

Enclosures: Interlocal Agreement

INTERLOCAL AGREEMENT
FOR THE PROVISION OF
STREET PAVING AND IMPROVEMENTS

This INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET PAVING AND IMPROVEMENTS (the "Agreement") is made and entered into on this 11th day of April, 2016 (the "Effective Date"), by and between **LLANO COUNTY TEXAS**, a duly organized Texas County existing and operating under the Texas Local Government Code and the Texas Constitution, as amended (the "COUNTY"), and **THE CITY OF HORSESHOE BAY**, a municipal corporation situated in Llano County, Texas, ("THE CITY").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, governmental functions and services include all or part of a function or service regarding streets, roads and drainage; and

WHEREAS, THE CITY and County desire to enter into an agreement regarding the maintenance of various streets situated in THE CITY so as to enhance and maintain an efficient and comprehensive system of local and county wide roadways; and

WHEREAS, entering in such an agreement will allow the parties to efficiently and effectively utilize their respective resources; and

WHEREAS, the governing body of each party finds that these undertakings are necessary for the benefit of the public and that the responsibilities provided for hereunder are in the common interest of both parties hereto;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the COUNTY and THE CITY hereby agree as follows:

1. THE CITY will provide the County with a written request to enhance, maintain or repair streets located within the boundaries of THE CITY. The named streets shall stipulate the length and width to be repaired.

2. The County will provide a written "Estimate of Costs" for materials and a schedule of unit costs for labor and equipment in writing to perform the project as requested by THE CITY.

3. Upon approval by THE CITY and a mutually agreed start date, the County will order materials, labor and equipment necessary to complete the project. The

COUNTY contribution shall not exceed $15,000 as specified in Chapter 251.015 of the Texas Transportation Code. Payment for materials shall be paid to Llano County Treasurer within thirty (30) days from receipt of invoice by THE CITY. THE CITY has the option to order the rock and oil for the CITY's account.

4. Each party shall comply with all applicable federal, state and municipal laws and regulations.

5. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in any third parties not signatories hereto.

6. This Agreement shall be effective at the signing by both parties and shall remain in effect until September 30, 2016, and may be renewed annually upon written agreement of THE CITY and the County.

7. Nothing in this Agreement shall be construed as granting to the County any rights, jurisdiction, authority, or obligation to regulate the streets on which paving work is to be performed pursuant to this Agreement. The authority to regulate the streets subject to this Agreement shall remain with THE CITY. The County, in performing the obligations agreed to in this Agreement, shall not be deemed to undertake any duty with respect to the continued maintenance of the streets on which maintenance work is performed pursuant to the terms of this Agreement.

8. Either party may terminate the Agreement at any time, for any reason, by thirty (30) day written notice delivered by either party to the other advising the other party of its intent to terminate the Agreement. This Agreement shall also be subject to termination upon the failure of either party to cure a default. If either party defaults in the performance of any of the terms and conditions of this Agreement, written notice of such default shall be given, and the party receiving notice shall have thirty days from the date of initial notice within which to cure such default. If the defaulting party fails to cure the default within such period of time then the non-defaulting party shall have the right without further notice to terminate this Agreement. Nothing herein shall deprive either party of any other legal remedies it may have to enforce the terms of this agreement.

9. All Notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notice or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purpose shall be as follows:

If to THE CITY :

City of Horseshoe Bay, Attn: Mayor The Honorable Steve Jordan,
P.O. Box 7765, Horseshoe Bay, Texas 78657

If to the County:

Llano County, Attn: Judge Mary Cunningham, 801 Ford Street, Llano, Texas 78643

MISCELLANEOUS:

Assignment. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Llano County, Texas.

No Oral Modification. This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by THE CITY or the County.

No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Time of Essence. Time is of the essence of this Agreement.

Partial Invalidity. In any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as may be possible and be legal, valid, and enforceable.

Authorization. Each party executing this Agreement on behalf of THE CITY and the County possesses all requisite authority to execute this Agreement on such party's behalf.

EXECUTED AND EFFECTIVE as of the Effective Date.

THE COUNTY:
Llano County, Texas

By: Mary Cunningham 4-11-16
County Judge Dated

Attest: Marci Hoelscher
County Clerk Dated

THE CITY :
THE CITY OF HORSESHOE BAY

By: _____
Mayor Dated

Attest: _____
Secretary Dated

Item # 10

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Department Heads

Re: Monthly Statistical Departmental Data Reports

1. City Manager Monthly Statistical Data
2. Administration Department Monthly Statistical Data
3. Community Services Department Monthly Statistical Data
4. Development Services Department Monthly Statistical Data
5. Fire Department Monthly Statistical Data
6. Police Department Monthly Statistical Data

Enclosures: Monthly Reports

CITY OF HORSESHOE BAY

CITY MANAGER

2015/2016 Activity Report

March

1. Met with Assistant Police Chief and Detective Ramos
2. Attended HSB Sports Club
3. Met with Jerry Gray
4. Conducted four Staff Meetings
5. Breakfast with Field Staff
6. Attended Several Long Range Planning Committee
7. Attended American Planning Association Big Six Meeting at State Capital
8. Conducted Employee Safety Meeting
9. Met with VGI representative
10. Met with Cottonwood Shores representatives
11. Attended Meet & Greet Event at Fire Station 2
12. Conference Call with Matt Weatherly
13. Three breakfast meetings with Fire Dept Shifts
14. Conference Call with Eric Winter & Map Maker Rep
15. Conducted Deer Study Group Meeting
16. Met with Judge Cunningham & Commissioner Jones
17. Met with David Pope, Mayor and Larry Anderson
18. Attended TXDOT meeting with Mayor and District and Area Representatives
19. Breakfast with Plant operators
20. Attended Police Dept and Finance/Administration lunch hosted by PD
21. Conducted Plan review meeting for Free Reign Condo project
22. Conducted Interview for Accounting Supervisor
23. Attended Council Workshop
24. Attended Land Use Workshop
25. Met with new resident about internet subject
26. Met with Mike Walsh & Eric Winter

February

1. Conducted Employee Safety Meeting
2. Conference Call with City Attorney
3. Attended P&Z Mtg
4. Toured Lake LBJ with LCRA rep regarding Milfoil
5. Conference Call with PEC regarding Internet Project
6. Attended Long Range Planning Committee
7. Conducted Deer Study Group Meeting
8. Met with Trails POA members regarding roads
9. Attended Dinner with former State Representative & Mayor Jordan
10. Conducted a Staff Meeting
11. Met with Jason Caraway of Spanish Trails
12. Lunch with Fire Chief

13. Conference Call with Impact Fee Consultant
14. Conference Call with Survey Consultant
15. Attended City Council Meeting
16. Met with Ted Burget, Diana Wright, Jeff K, Eric W, and Mayor
17. Conducted a Staff Meeting
18. Met with Councilman Gray regarding Draft of Sign Ordinance Amendment
19. Attended HSB Business Alliance mtg at Fire Station
20. Met with Councilman Gray regarding Draft of Sign Ordinance Amendment
21. Met with Bob Rapp and Dick Heilman of Oak Ridge
22. Met with Lori Brix regarding learning about library opportunities
23. Conducted Deer Study Group Meeting
24. Lunch with Mike Hodge Marble Falls City Manager
25. Attended Marble Falls Chamber of Commerce Annual Banquet as guest of First Capital Bank of Texas
26. Met with Reagan Lambert

January

1. Met with Fire Chief
2. Conducted Employee Safety Meeting
3. Conducted a Staff Meeting
4. Conducted a Development Review Committee Mtg with Senior Staff
5. Attended P&Z Mtg
6. Conducted Conference Call with City Attorney for Annexation
7. Attended Long Range Planning Committee
8. Met with Jayne Mortenson of HC Builders Assoc for Breakfast mtg
9. Hosted Mike Hodge City Manager of MFs for lunch in HSB
10. Met with a representative for a rancher to answer questions on Dev Agreement
11. Attended City Council Workshop
12. Met with rancher to answer questions on Dev Agreement
13. Conducted a Stakeholder Interview for the Long Range Planning Committee (Mike Widler)
14. Conducted a Tour of City Utility facilities for 2 new Councilmembers
15. Wife and I hosted Mike Hodge City Manager of MFs & Wife for dinner at Yacht Club
16. Met with a Consultant with Eric Winter for Long Range Planning Committee
17. Met with Sue Breland a Survey Consultant for Long Range Planning Committee
18. Attended City Council Meeting
19. Met with Councilman Gray
20. Attended and entered the Chili cook-off dinner at Church at HSB
21. Attended Meeting with US Representative Mike Conoway
22. Attended Long Range Planning Committee
23. Conducted Conference Call with Eric Winter with Consultant for Long Range Planning Committee
24. Met with a representative of local wireless internet provider VGI
25. Met with a property owner of land along 311 & 2831
26. Rode around with an owner of several mobile homes in HSB South seeing improvements
27. Conducted a Stakeholder Interview for the Long Range Planning Committee (Ray Gill)
28. Met with Councilman Lambert and a local resident that has insight for Internet discussion
29. Attended ESD Meeting and spoke in support of ESD offer to purchase AEDs for PDs Patrol cars

30. Wife & I attended/invited to a dinner with First Capital Bank of Texas representatives at Yacht Club
31. Met with Jayne Mortenson of HC Builders Assoc. & Justin MacDonald a Regional Builder and Builder Representative for Texas nation-wide
32. Attended 2nd Annual HC Home Builders event at La Quinta
33. Met with Jan and Roy Busse regarding the Gynergy Project

December

1. Conducted Employee Safety Meeting
2. Attended Advisory Mtg
3. Attended POA Presidents' Meeting
4. Attended Long Range Planning Committee
5. Conducted a Staff Meeting
6. Met with Commissioner Peter Jones regarding Transportation Matters
7. Conducted Annexation Meeting with Senior Staff
8. Conducted Stakeholder Interview of Randal Dahl for Long Range Planning Committee
9. Met with Mayor Orr, and Councilman from Cottonwood Shores with Jeff Koska regarding utility matters
10. Attended City Council Meeting
11. Attended City Employee Christmas Lunch
12. Attended Long Range Planning Committee
13. Met with City Attorney regarding Annexation
14. Interviewed by Jodi Lehman regarding Annexation
15. Introductory meeting of Pat Bouchard new P&Z member to Eric Winter
16. Met with Bill Smyrl regarding possible development
17. Met with Lot Clearing Contractor

November

1. Attended City Anniversary Event at Yacht Club
2. Conducted Employee Safety Meeting
3. Attended P & Z meeting
4. Attended Developer Meeting
5. Attended Burnet Co Precinct 4 Annual Luncheon
6. Met with Sam Martin regarding annexation of Hills III
7. Met with Morrisons
8. Attended City Anniversary Event
9. Conducted Annexation Meeting with Rex and Eric
10. Attended City Council mtg
11. Conducted meeting for Employee Appreciation Event
12. Attended Spanish Trails Open House
13. Attended Hill Country Builders Association Banquet Dinner
14. Interviewed by two Long Range Planning Committee members
15. Lunch with Sonny Mobley
16. Master of Ceremony for Rocky Wardlow Roast at Trails
17. Met with TML appointed Attorneys
18. Lunch with Larson Lloyd of Northland Cable

October

1. Attended Ribbon cutting for Bill Lane Safety Center
2. Met with HDR Engineers
3. Conducted Monthly Safety Meeting with Employees
4. Attended TX American Planning Association Conference in Galveston
5. Met with Jim Long of Long Range Planning Committee
6. Met with Todd Still of Zeecon
7. Attended Trails event for Joe Morris & wife
8. Conducted Staff Meeting
9. Attended City Council Meeting
10. Attended Long Range Planning Committee
11. Conducted an Annexation Conference Call with City Attorney
12. Attended Training Session for Regional Notification System
13. Met with Jeff Koska
14. Attended Monthly HSB Business Alliance Coffee at Grand Bank
15. Planned a wedding too….

CITY OF HORSESHOE BAY

INVESTMENT REPORT
AS OF MARCH 31, 2016

ACCOUNT	INTEREST RATE	2/29/2016	INTEREST	OTHER DEBITS/ CREDITS	3/31/2016
UTILITY FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 115,106	$ 30	$ 2,334	$ 117,470
UTILITY FUND OPERATING	0.30%	$ 303,390	$ 64	$ 86,912	$ 390,366
TOTAL - AMERICAN BANK		$ 418,496	$ 94	$ 89,246	$ 507,836
TEXPOOL					
LCMUD#1 CAPITAL RECOVERY	0.33%	$ 36,987	$ 10	$ (924)	$ 36,073
RATE STABILIZATION FUND	0.33%	$ 1,721,594	$ 473	$ (49,971)	$ 1,672,096
TOTAL - TEXPOOL		$ 1,758,581	$ 483	$ (50,895)	$ 1,708,169
TOTAL UF ACCOUNTS		$ 2,177,077	$ 577	$ 38,351	$ 2,216,005
GENERAL FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 37,071	$ -	$ (7,469)	$ 29,602
GENERAL FUND OPERATING	0.30%	$ 153,923	$ 24	$ (68,065)	$ 85,882
GENERAL FUND LOT MOWING	0.05%	$ 11,250	$ 1	$ 1,381	$ 12,632
PD ACCOUNT	0.10%	$ 8,892	$ 1	$ -	$ 8,893
TOTAL - AMERICAN BANK		$ 211,136	$ 26	$ (74,153)	$ 137,009
TEXPOOL					
GENERAL FUND OPERATING	0.33%	$ 4,427,995	$ 1,222	$ (98,115)	$ 4,331,102
GENERAL FUND RESERVE	0.33%	$ 2,342,810	$ 651	$ (560)	$ 2,342,901
TOTAL - TEXPOOL		$ 6,770,805	$ 1,873	$ (98,675)	$ 6,674,003
TOTAL GF ACCOUNTS		$ 6,981,941	$ 1,899	$ (172,828)	$ 6,811,012
CAPITAL PROJECTS FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 28,130	$ -	$ -	$ 28,130
TEXPOOL					
CAPITAL PROJECTS FUND 7	0.33%	$ 3,273	$ 1	$ 851	$ 4,125
HORSESHOE CREEK TR FUND 6	0.33%	$ 22,893	$ 6	$ 1	$ 22,900
TOTAL CAPITAL PROJECTS		$ 54,296	$ 7	$ 852	$ 55,155
INTEREST & SINKING FUND					
TEXPOOL					
INTEREST & SINKING	0.33%	$ 262,013	$ 74	$ 7,486	$ 269,573
TOTAL I&S ACCOUNTS		$ 262,013	$ 74	$ 7,486	$ 269,573
TOTAL CITY ACCOUNTS		**$ 9,475,327**	**$ 2,557**	**$ (126,139)**	**$ 9,351,745**
AGENCY FUND INVESTMENTS					
ESCONDIDO PID					
AMERICAN BANK	0.05%	$ 93,072	$ 5	$ (76,380)	$ 16,697
SUMMIT ROCK PID					
TEXPOOL	0.33%	$ 1,518,599	$ 424	$ 15,263	$ 1,534,286
TOTAL - SUMMIT ROCK		$ 1,518,599	$ 424	$ 15,263	$ 1,534,286
TOTAL AGENCY FUND ACCOUNTS		**$ 1,611,671**	**$ 429**	**$ (61,117)**	**$ 1,550,983**
TAX COLLECTIONS					
2015 TAXES COLLECTED TO DATE		3/31/2016	$ 4,072,513		96.45%
2014 TAXES COLLECTED TO DATE		3/31/2015	$ 3,950,478		96.76%

The City of Horseshoe Bay Investment Portfolio is in compliance with the investment strategy of its Investment Policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.

Stan R. Farmer
City Manager/Investment Officer

Larry O. Anderson
Finance Director/Investment Officer

CITY OF HORSESHOE BAY

ADMINISTRATION DEPARTMENT
MONTHLY FINANCIAL REPORT
AS OF MARCH 31, 2016

Investment Report:

All account balances reflected are as of March 31, 2016. The total of all City accounts was $9,351,745. Interest earned on all accounts totaled $2,557. The TexPool average interest rate for the month of February was .33% as compared to .05% for the month of March last year.

Utility Fund:
The total of the Utility Fund accounts was $2,216,005 comprised of $507,836 in the operating accounts at American Bank of Texas, and $1,708,169 in TexPool.

General Fund:
The total of the General Fund accounts was $6,811,012 comprised of $137,009 in the operating accounts at American Bank of Texas, and $6,674,003 in TexPool.

Capital Projects Fund:
The account balance of the Capital Projects Fund at TexPool was $27,025 and $28,130 at American Bank.

Interest and Sinking Fund:
The account balance of the Interest and Sinking Fund at TexPool was $269,573.

Agency Funds:
The Escondido PID account balance at American Bank of Texas was $16,697. The account balance of the Summit Rock PID account at TexPool was $1,534,286.

Tax Collections:
The 2015 taxes collected as of March 31, 2016 total $4,072,513. At a collection rate of 96.45 %, as compared to 96.76% collected at this same time last year.

A copy of the March 31, 2016 Investment Report is attached for your review.

Operating Budget Reports:

All Budget Reports are as of March 31, 2016.

Utility Fund:
The budget reflects that the Utility Fund YTD revenues were $42,078.33 less than budgeted and the Utility Fund YTD expenses are under budget by $143,421.36.

General Fund:
The General Fund YTD revenues were $94,061.10 less than budgeted and the General Fund YTD expenses were under budget by $153,623.96.

Capital Projects Fund:
The Capital Projects Fund YTD revenues were $16.53 less than budgeted and the Capital Projects Fund YTD expenses were under budget by $885.50.

Debt Service Fund:
The Debt Service Fund YTD revenues were $221,134.32 more than budgeted and the Debt Service YTD Expenses were zero.

A copy of the Budget Summary for each Fund is attached for your review.

Human Resources Report:

MARCH 2016

Job Openings as of February 29, 2016:
- One (1) Field Operator
- One (1) Police Officer

New Hires:
- Christopher Lawrence, Field Operator
- Michael Kelly, Police Officer

Internal Transfers:
- None

Turnover:
March: 1
Total 2016: 3
Total FY 2015 - 2016: 7

Headcount as of March 31, 2016:
- Full Time Employees: 75
- Part Time Employees: 14
- **Total Number of Employees: 89**

The following employees observed City anniversaries in March:

Dept.	Name	Date	Yrs		Dept.	Name	Date	Yrs
UAdm	Shelly Linder	03/18/1996	20		Field	Rick Williams	03/26/2015	1
Admin	Vicki Briggs	03/23/2015	1		Fire	Jeremy Schwartzer	03/29/2004	12
Police	Travis McRee	03/25/2015	1					

Miscellaneous:
- 1095-C's mailed out by IRS deadline (March 31, 2016).
- Finalizing the research for 360° Feedback products for City Manager and Department Heads.
- Coordinating with Police Department to present Violence in the Workplace training for all City employees.
- Recommendation to purchase Human Resources Information System (HRIS/HR Module) and Employee Web Services (EWS Module) to streamline HR processes and reporting and reduce paper. Modules will also provide more efficient and accurate information and allow employees to have access to more information.
- Reviewing policies to identify if/where updates are necessary, as well as new policies that may be needed.

Safety:

Accident Totals for Fiscal Year:	FY 2016:	FY 2015:
Accidents Reported in March:	1	1
Total Accidents YTD:	8	3
Lost-Time Accidents YTD:	1	0

Jessica Noaker (Development Services) and Stan co-presented on the topic of Behavior vs. Setting Goals. "If you focus on your goal, you'll never achieve it," says Reggie Rivers, former Denver Broncos running back. Rivers speaks in a video and describes how it is better to focus on the behavior rather than the goal. Goals are not in your control. Behaviors are in your control. Stan also referenced a book titled The Compound Effect, written by Darren Hardy. The book concentrates on principles that provide guidance for great achievement in business, relationships and more.

The meeting was adjourned at 8:45 a.m.

Larry O. Anderson

Finance Director

SAFETY MEETING MINUTES
TUESDAY, MARCH 8, 2016
8:00 A.M.

Stan Farmer called the meeting to order at approximately 8:00 a.m. There were 41 employees in attendance. The meeting was hosted by Stan Farmer and Development Services who provided refreshments of breakfast tacos along with coffee, milk, and juice.

I. **ANNOUNCEMENTS**:

Recognized Council Members/Special Guests:

Announced New Employees: Bronson Ratliff (Field Operator – 02/19); Dane Bybee (Field Ops Supervisor – 02/29)

Vacancies: One (1) Field Operator; One (1) Police Officer

Recognized City Anniversaries: Stan announced the following anniversary dates during the month of March:

Dept.	Name	Date	Yrs		Dept.	Name	Date	Yrs
UADM	Shelly Linder	03/18/1996	20		Field	Rick Williams	03/26/2015	1
Admin	Vicki Briggs	03/23/2015	1		Fire	Jeremy Schwartzer	03/29/2004	12
Police	Travis McRee	03/25/2015	1					

Recognized Birthdays: Stan recognized the following birthdays for the month of March :

Dept.	Name	Date		Dept.	Name	Date
Plant	Ben Bales	5		Plant	Rob Parsley	11
Field	Troy Buchanan	5		Admin	Larry Anderson	11
Field	Bryan Pokluda	6		Plant	Steve Hawley	12
Fire	Stephanie Black	10		Field	Dane Bybee	21
Plant	Michael Pope	10		Admin	Jami Bowles	30

Employee Announcements: Births/Marriages/Awards/Etc.

Miscellaneous Announcements:

- **Council Meeting**: (Park in Lower Lot) The next City Council Meeting is scheduled for March 15, 2016 at 3:00 p.m.
- **Next Holiday**: The next holiday – Friday, March 25, 2016 for Good Friday.
- **Next Safety Meeting:** Tuesday, April 12, 2016, sponsored by the Police Department and Human Resources.
- **Accidents**: Stan reviewed the accidents for the month of February.

Totals for Fiscal Year:	FY 2016:	FY 2015:
• Accidents Reported in February:	1	1
• Total Accidents YTD:	8	3
• Lost-Time Accidents YTD:	1	0

II. **PROGRAM:** Jessica Noaker (Development Services) and Stan co-presented on the topic of Behavior vs. Setting Goals. "If you focus on your goal, you'll never achieve it," says Reggie Rivers, former Denver Broncos running back. Rivers speaks in a video and describes how it is better to focus on the behavior rather than the goal. Goals are not in your control. Behaviors are in your control. Stan also referenced a book titled The Compound Effect, written by Darren Hardy. The book concentrates on principles that provide guidance for great achievement in business, relationships and more.

III. **Other Announcements by Managers/Question and Answer Session:** Atta-Boys/Girls: Troy Buchanan (Field); Ben Bales (Plant); Jeff Koska (UADM); Tim Foran (Streets); Terry DiSanto and Bryan Pokluda (both Field).

IV. **Door Prize Drawing:** After the program, 41 numbers were in the drawing pool. Numbers were drawn, and the lucky winners were #25, Gary Wilkes and #35, Jeff Koska. Each received a $20 gift card.

V. **ADJOURN:** There being no further business; the meeting was adjourned at approximately 8:45 a.m.

Submitted by: Vicki Briggs, Human Resources Administrator

City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

1 - Utility Fund

From 3/1/2016 Through 3/31/2016

Acco... Type	Account Code	Account Title	Current Period Budget $ - Original	Current Period Actual $	Current Period Budget $ Variance - Original	YTD Budget $ - Original	YTD Actual	YTD Budget $ Variance - Original	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining
	40000	Revenues									
REV	1001	WATER - PRODUCTION	216,640.00	204,412.46	(12,227.54)	1,403,834.00	1,436,035.85	32,201.85	3,217,000.00	(1,780,964.15)	(55.36)%
REV	2001	WASTEWATER - TREATMENT	176,624.00	170,260.28	(6,363.72)	1,090,356.00	1,099,189.37	8,833.37	2,279,500.00	(1,180,310.63)	(51.77)%
REV	3001	SOLID WASTE - RECYCLING	67,145.00	67,371.55	226.55	402,870.00	401,784.27	(1,085.73)	805,750.00	(403,965.73)	(50.13)%
REV	4000	STANDBY	123.00	0.00	(123.00)	738.00	1,754.00	1,016.00	1,500.00	254.00	16.93%
REV	9999	INTEREST INCOME	300.00	536.72	236.72	1,800.00	2,912.84	1,112.84	3,750.00	(837.16)	(22.32)%
Total REV			460,832.00	442,581.01	(18,250.99)	2,899,598.00	2,941,676.33	42,078.33	6,307,500.00	(3,365,823.67)	(53.36)%
	50000	Expenses									
EXP	1000	ADMINISTRATION	151,988.00	145,853.50	6,134.50	1,011,963.00	1,024,690.53	(12,727.53)	1,989,500.00	964,809.47	48.49%
EXP	1001	WATER - PRODUCTION	59,726.00	55,930.81	3,795.19	419,723.00	390,229.36	29,493.64	844,250.00	454,020.64	53.77%
EXP	1002	WATER - DISTRIBUTION	46,647.00	35,436.90	11,210.10	313,345.00	243,112.15	70,232.85	670,250.00	427,137.85	63.72%
EXP	2001	WASTEWATER - TREATMENT	33,851.00	33,233.26	617.74	167,655.00	157,121.59	10,533.41	312,750.00	155,628.41	49.76%
EXP	2002	WASTEWATER - COLLECTION	59,049.00	48,017.63	11,031.37	407,787.00	375,822.57	31,964.43	845,500.00	469,677.43	55.55%
EXP	3001	SOLID WASTE - RECYCLING	50,354.00	49,107.26	1,246.74	311,652.00	297,727.44	13,924.56	629,750.00	332,022.56	52.72%
Total EXP			401,615.00	367,579.36	34,035.64	2,632,125.00	2,488,703.64	143,421.36	5,292,000.00	2,803,296.36	(52.97)%
		Total 1 - Utility Fund	59,217.00	75,001.65	15,784.65	267,473.00	452,972.69	185,499.69	1,015,500.00	(562,527.31)	(55.39)%

City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

2 - General Fund

From 3/1/2016 Through 3/31/2016

Acco... Type	Account Code	Account Title	Current Period Budget $ - Original	Current Period Actual $	Current Period Budget $ Variance - Original	YTD Budget $ - Original	YTD Actual	YTD Budget $ Variance - Original	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining
	40000	Revenues									
REV	1000	ADMINISTRATION	49,195.00	51,522.38	2,327.38	287,820.00	293,354.17	5,534.17	551,000.00	(257,645.83)	(46.75)%
REV	5000	FIRE	15,208.00	15,991.56	783.56	139,948.00	142,828.54	2,880.54	242,500.00	(99,671.46)	(41.10)%
REV	6000	EMERGENCY SERVICE DISTRICT	750.00	750.00	0.00	4,500.00	4,500.00	0.00	9,000.00	(4,500.00)	(50.00)%
REV	7000	TAX	425,625.00	432,096.85	6,471.85	2,358,450.00	2,361,166.66	2,716.66	4,727,500.00	(2,366,333.34)	(50.05)%
REV	8000	POLICE	0.00	18.00	18.00	2,500.00	12,679.02	10,179.02	2,750.00	9,929.02	361.05%
REV	9500	DEVELOPMENT SERVICES	15,380.00	15,401.00	21.00	61,192.00	61,384.00	192.00	91,500.00	(30,116.00)	(32.91)%
REV	9600	STREET MAINTENANCE	37,500.00	38,251.96	751.96	482,179.00	483,055.94	876.94	676,500.00	(193,444.06)	(28.59)%
REV	9800	MOWING & CLEARING	40,400.00	0.00	(40,400.00)	121,200.00	0.00	(121,200.00)	486,000.00	(486,000.00)	(100.00)%
REV	9999	INTEREST INCOME	200.00	1,927.86	1,727.86	2,200.00	6,959.57	4,759.57	2,500.00	4,459.57	178.38%
Total REV			584,258.00	555,959.61	(28,298.39)	3,459,989.00	3,365,927.90	(94,061.10)	6,789,250.00	(3,423,322.10)	(50.42)%
	50000	Expenses									
EXP	1000	ADMINISTRATION	92,467.00	93,281.58	(814.58)	1,063,099.00	1,015,676.86	47,422.14	1,840,750.00	825,073.14	44.82%
EXP	1002	WATER - DISTRIBUTION	0.00	(15.80)	15.80	0.00	0.00	0.00	0.00	0.00	0.00%
EXP	5000	FIRE	133,620.67	142,068.85	(8,448.18)	852,279.35	884,535.31	(32,255.96)	1,725,500.00	840,964.69	48.73%
EXP	8000	POLICE	136,167.00	117,729.85	18,437.15	886,700.00	831,115.60	55,584.40	1,787,500.00	956,384.40	53.50%
EXP	9000	ANIMAL CONTROL	6,540.00	5,786.49	753.51	130,198.00	100,621.72	29,576.28	168,750.00	68,128.28	40.37%
EXP	9500	DEVELOPMENT SERVICES	23,527.00	21,020.20	2,506.80	159,182.00	145,302.42	13,879.58	323,250.00	177,947.58	55.04%
EXP	9600	STREET MAINTENANCE	19,286.00	25,145.41	(5,859.41)	82,911.00	75,038.48	7,872.52	230,000.00	154,961.52	67.37%
EXP	9800	MOWING & CLEARING	48,166.00	30,927.00	17,239.00	251,328.00	219,783.00	31,545.00	628,000.00	408,217.00	65.00%
Total EXP			459,773.67	435,943.58	23,830.09	3,425,697.35	3,272,073.39	153,623.96	6,703,750.00	3,431,676.61	(51.19)%
		Total 2 - General Fund	124,484.33	120,016.03	(4,468.30)	34,291.65	93,854.51	59,562.86	85,500.00	8,354.51	9.77%

CITY OF HORSESHOE BAY

COMMUNITY SERVICES DEPARTMENT DIRECTOR'S REPORT

Water and Wastewater Flows: A comparison of gallons of Water Produced, Water Sold, Water Loss, Treated Sewer, Sewer Effluent Flows, and other details of monthly operation.

March 2016 (Feb 11 – Mar 12 Billing Cycle)	Mar-16	*Mar-15*
Water Produced for Sale:	**31.07** MG	***29.49*** *MG*
Known Leaks and Accounted Uses:	*1.275* MG	*9.224 MG*
Unknown Water Loss:	*0.23* MG	*1.38 MG*
Water Sold To Public:	**29.56** MG	***18.88*** *MG*
Maximum Daily Flow:	2.02 MG	*1.92 MG*
Average Daily Flow:	1.00 MG	*0.95 MG*
Total Water Production for Fiscal Year:	**247.56** MG	***212.42*** *MG*
*Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)**	16.2%	*13.4%*

** Contract is based on calendar year, not fiscal year and excludes wholesale usage (Sandy Harbor, Oak Ridge and Deerhaven).*

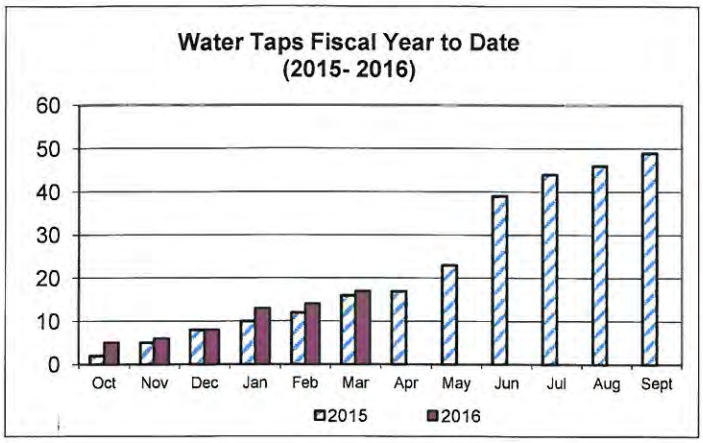
March 2016 Wastewater Treatment	Mar-16	*Mar-15*
Treated Wastewater:	**16.83** MG	***15.63*** *MG*
% Water Sold:	57%	*83%*
Maximum Daily Flow:	0.819 MG	*0.601 MG*
Average Daily Flow:	0.543 MG	*0.504 MG*
Total Wastewater Treated for Fiscal Year:	**94.69** MG	***90.00*** *MG*
Effluent Pumped to Golf Courses & Other Reuse Stites:	11.16 MG	*4.07 MG*
Year-to-Date Percent of Water Sold :	45%	*52%*

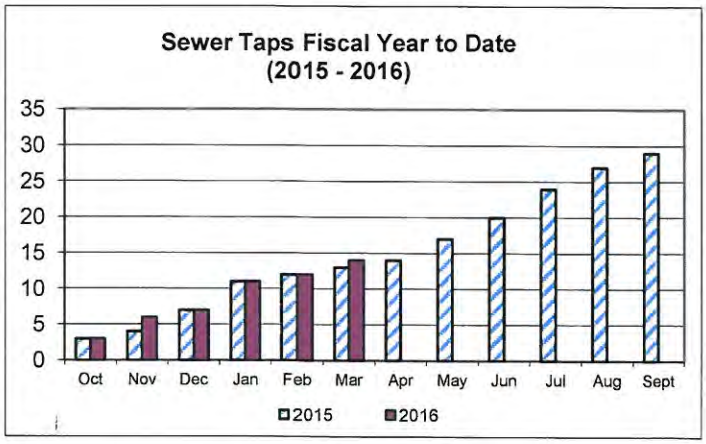
Average Wastewater Flow from Cottonwood Shores (for March 2016) was 74,000 gallons per day, which is77% of the contract amount (96,000 gallons per day).

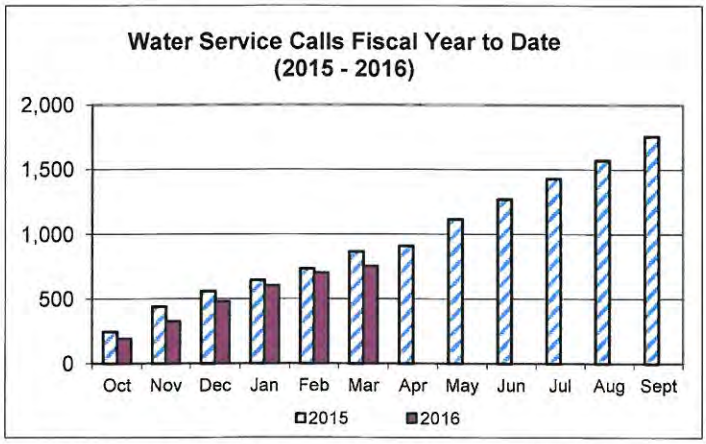
	O-15	N-15	D-15	J-16	F-16	M-16	A-16	M-16	J-16	J-16	A-16	S-16	YTD
Raw Water (MG)	**78.66**	**62.79**	**41.27**	**41.56**	**37.95**	**41.13**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**303.35**
Water Produced (MG)	**72.28**	**57.42**	**30.40**	**30.13**	**26.26**	**31.07**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**247.56**
Known Leaks And Accounted Uses (MG)*	**10.64**	**5.26**	**3.77**	**5.58**	**0.77**	**1.28**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**27.29**
Water Loss (MG)*	**1.81**	**5.24**	**2.53**	**1.29**	**0.89**	**0.23**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**11.98**
*Water Loss %***	*2.5%*	*9.1%*	*8.3%*	*4.3%*	*3.4%*	*0.7%*							*4.8%*
Water Sold (MG)	**59.83**	**46.92**	**24.11**	**23.26**	**24.61**	**29.56**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**208.29**
Treated Wastewater (MG)	**17.35**	**16.10**	**15.23**	**14.49**	**14.69**	**16.83**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**94.69**
Treated Wastewater as % of Water Sold	*29%*	*34%*	*63%*	*62%*	*60%*	*57%*							*45%*

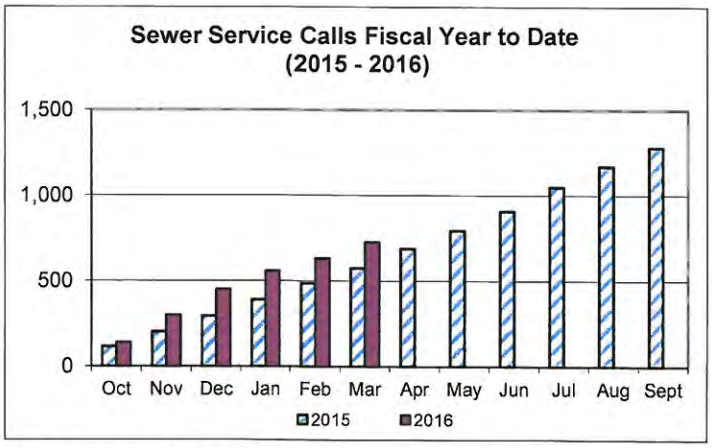
*** October Known Leaks included two large volume line leaks (one which was in an unihabited area that ran for a long period) and extensive flushing to maintain Chlorine levels.**

CITY OF HORSESHOE BAY

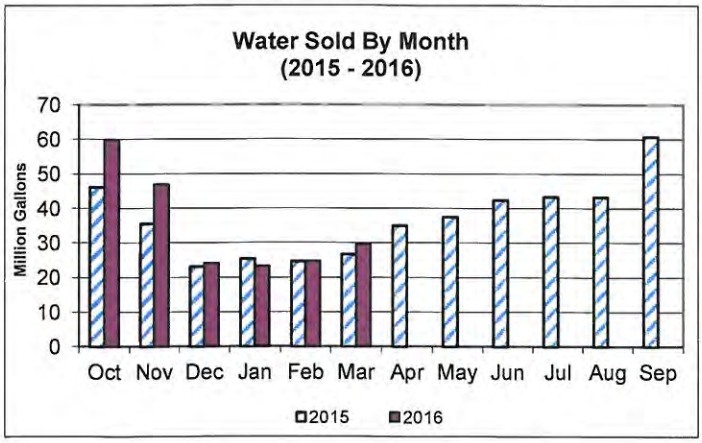


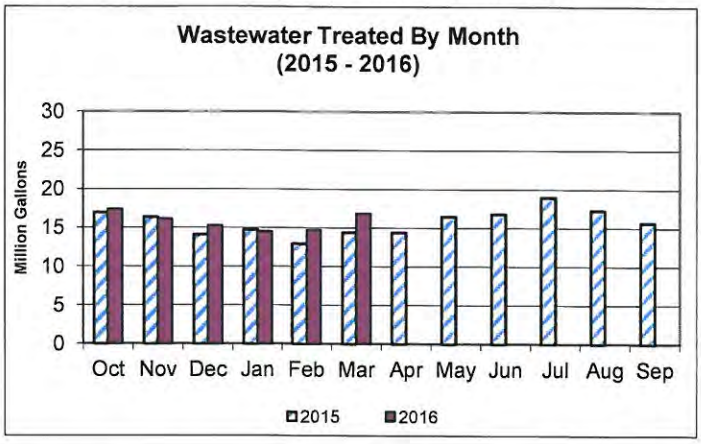






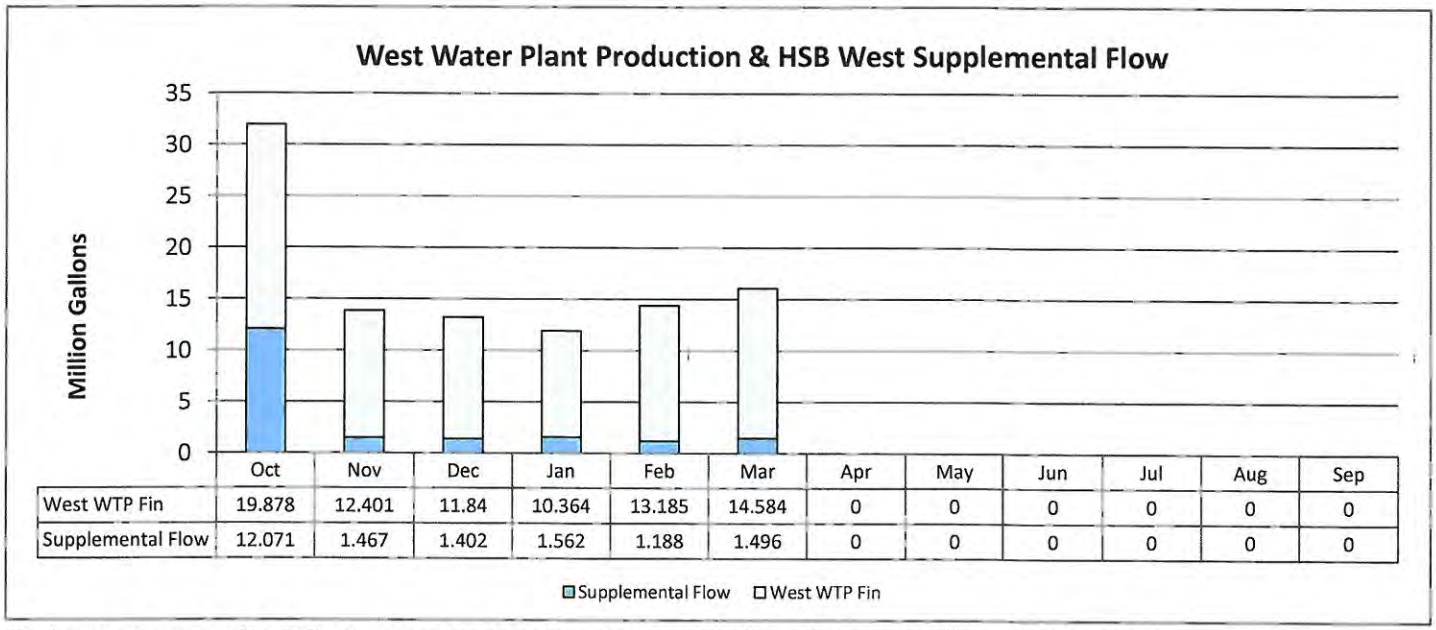
↑ Differecne in 2015 to 2016 adjustment in accounting multiple meter work activities as single workorders





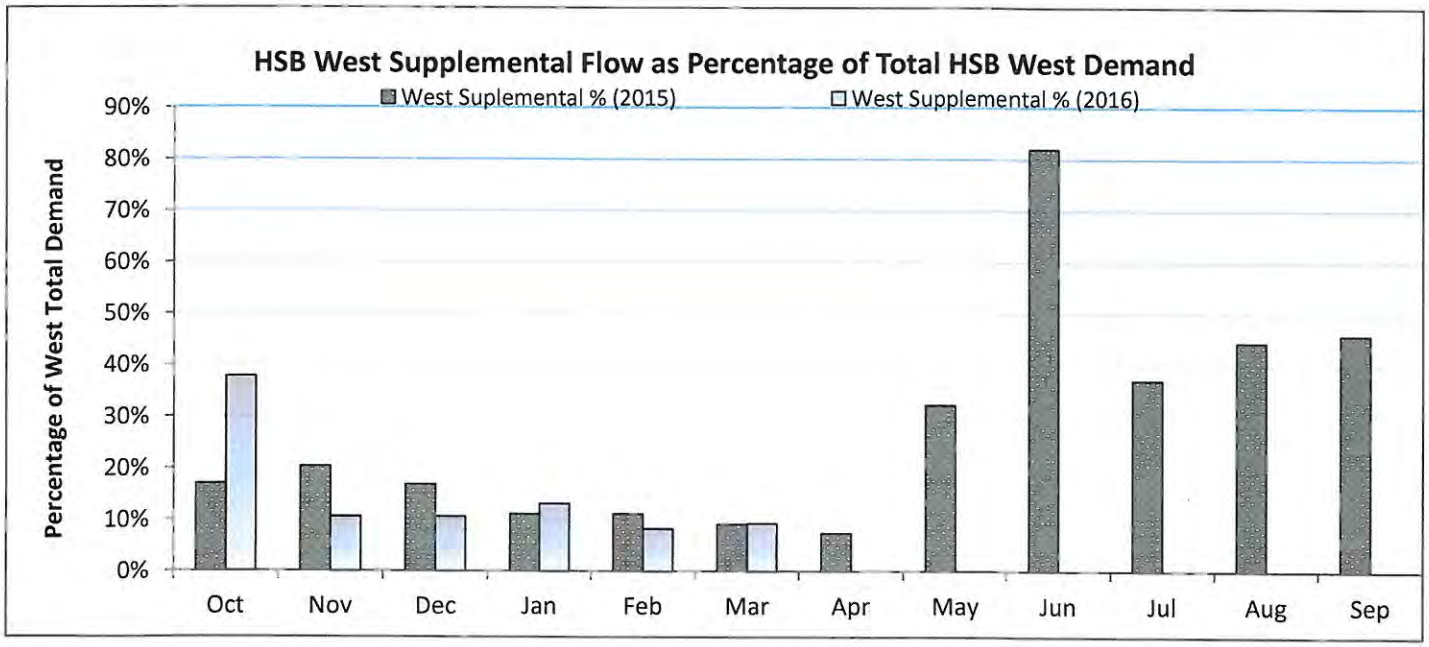
All Water Sold and Wastewater Treatment Sold is based the billing cycle and not calendar dates.

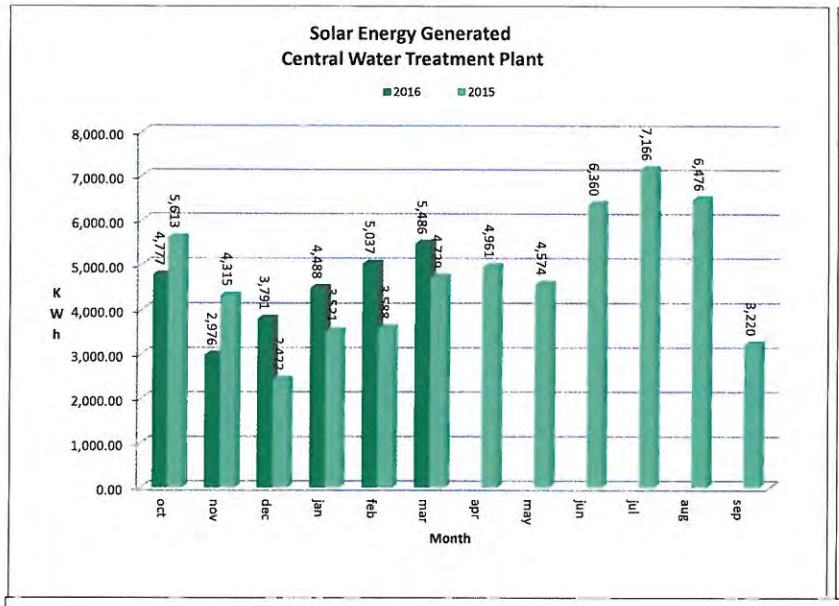
CITY OF HORSESHOE BAY

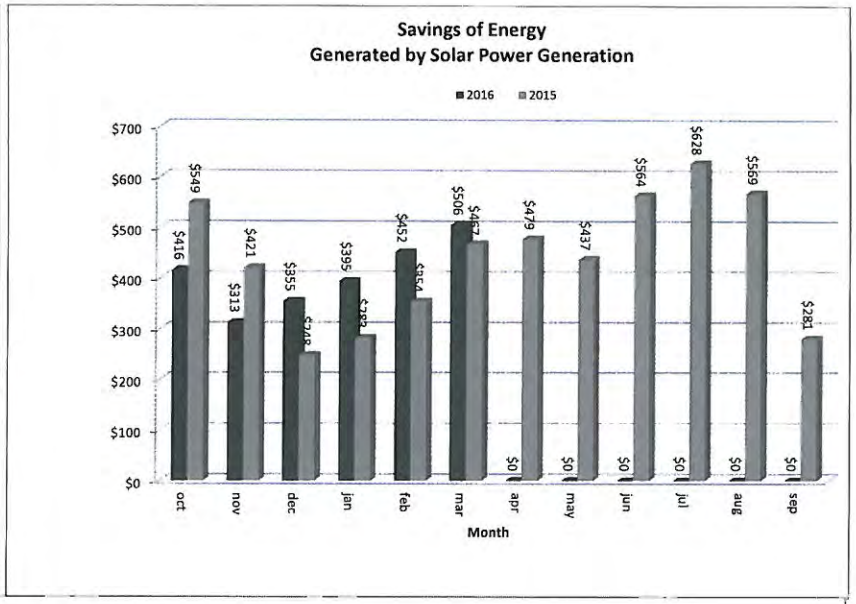


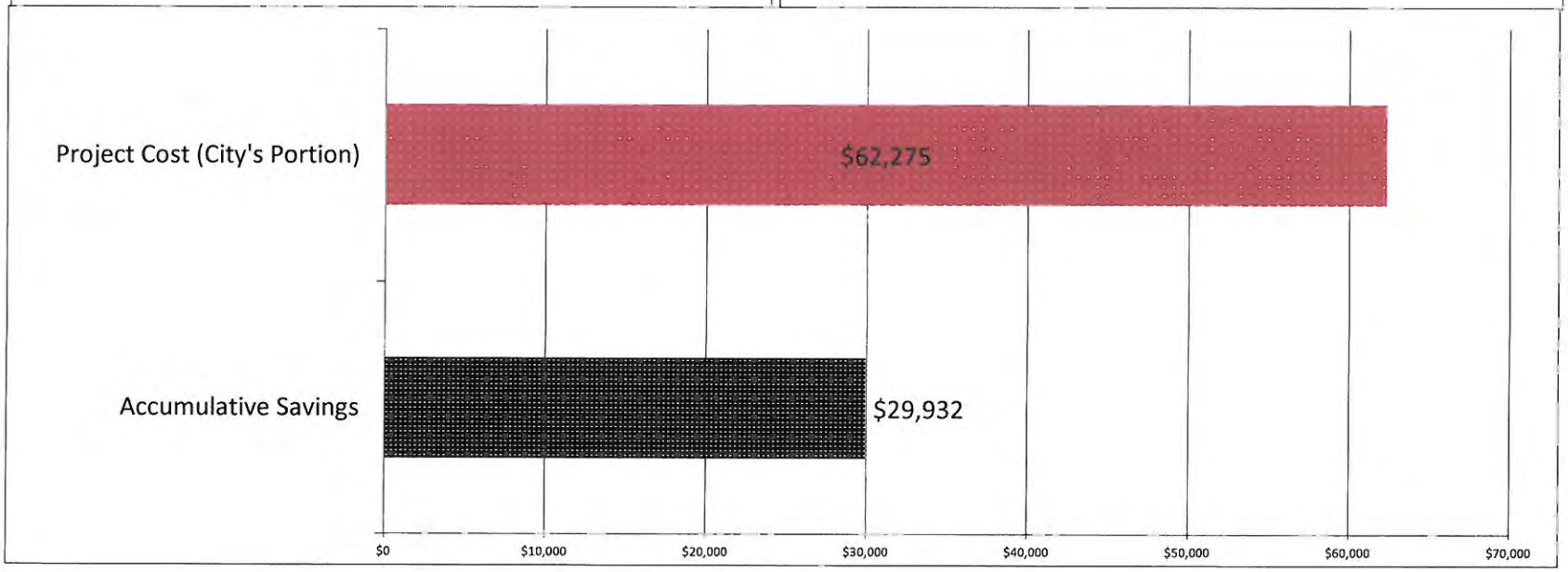
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
West WTP Fin	19.878	12.401	11.84	10.364	13.185	14.584	0	0	0	0	0	0
Supplemental Flow	12.071	1.467	1.402	1.562	1.188	1.496	0	0	0	0	0	0

*February flows at West Plant down due to replacement of section of raw water line on Water's Edge.




Solar Energy Generated
Central Water Treatment Plant
2016
2015
KWh
8,000.00
7,000.00
6,000.00
5,000.00
4,000.00
3,000.00
2,000.00
1,000.00
0.00
4,777
5,613
2,976
4,315
3,791
4,488
5,037
5,486
4,961
4,574
6,360
7,166
6,476
3,220
oct
nov
dec
jan
feb
mar
apr
may
jun
jul
aug
sep
Month


Savings of Energy
Generated by Solar Power Generation
2016
2015
$700
$600
$500
$400
$300
$200
$100
$0
$416
$549
$313
$421
$355
$395
$452
$506
$479
$437
$564
$628
$569
$281
oct
nov
dec
jan
feb
mar
apr
may
jun
jul
aug
sep
Month


Project Cost (City's Portion)
$62,275
Accumulative Savings
$29,932
$0
$10,000
$20,000
$30,000
$40,000
$50,000
$60,000
$70,000

CITY OF HORSESHOE BAY

Summary of Community Services Department Activities for March FY2016

Summary of tasks below are in conjunction with routine tasks performed by staff in providing water treatment, water distribution, wastewater collection, wastewater treatment, garbage, recycling, GIS mapping, utility billing and customer services.

Management Activities

Advertised for one Field Operator Positions made vacant in late February. Interviews were held and position was filled in Early March.

Completed Texas TIER II reporting for hazardous and non hazardous chemical inventories used or stored at City own Water and Wastewater facilities.

Met with IT Contracts on migration of City's Financial, GIS, Assets Management, Document Scanning and Utility Billing programs. Coordination of project timelines and goals. Finalized City's sewer system model and Summit Rock Lift Station design. Met with Engineer on 90% plans and specifications. Push final design documents for FY 2017 budget.

West Water Plant expansion design oversight. Work with Engineer on TCEQ questions. Began pre-qualification evaluation of General Contractors that will bid on project.

Oversight of migration of GIS and Utilities data layers into new GIS database model. Continue to develop new in-house data structure for GIS improvements.

Met with John Bird of the Long Range Planning Committee to discuss issues related to Utilities and Infrastructure, both present and future.

Interacted with Time Warner on new service connection at Medical Facilities at HSB West. Resolve conflict of use of City's ROW and ensure future projects are permitted.

Research alternative options to Existing Automatic Meter Reading Options. Continue to meet with two software vendors to review software demonstrations.

Continue to seek out utility bill and water loss issues. Zero and high usage accounts are being screened for accuracy or meter failures.

Met with Larson Lloyd of Northland Cable to set up City on Fiber Optic internet service at Central WTP and extend service via fiber to City Hall, Fire and Police Department.

Continued training for Tim Foran on reviewing of House plans as relates to sizing and construction parameters of water services and sewer grinder system.

Prepared overview of Wholesale Contracts to be presented at the March Council meeting. Revise Cottonwood's Wastewater contract to include increased demand.

Worked with Contract IT vendor (Onsite Computer) on licensing options for moving software to new in-house servers for data storage. Replacing old servers due to age.

Purchased City's Upgraded server equipment, software and technical services. Coordinated several vendors to migrate work process and data migration for April project.

Oversight of GIS workload. Managing workload and provided coordination with other departments on updating City's GIS system.

Oversight of Dunham Engineering as consultant to prepare High Storage #2 (1,300,000 gallon tank) structural inspection, coating replacement timeline and project budget.

Revised policy regarding access to elevated water storage tanks. Met with all internet and radio interest related to access policy for both elevated Tanks.

Completed required LCRA Water Conservation report. Annual report is a requirement of LCRA as per City's Raw Water contract.

Selected contractor and manage the City's Landscaping contract for City Hall, Demonstration Garden, Fire and Police grounds and partial grounds at Central Water Plant.

Completed Texas Water Development Board Water Usage report and Water Conservation Report activities.

Prepared new City wide sampling plan as required by TCEQ. New plan required adding five locations up stream and downstream of existing and nitrate sample locations.

Field Operations Supervisor orientation and in house training. Trained candidate on City operations , policies and procedures. Introduced at March Council Meeting.

Prepared annual Consumer Confidence Report data for City's Wholesale customers. Accumulated water quality test results and submitted to systems as required by TCEQ.

Updated City's Texas TIER II Chemical Reporting information and submitted to Texas Department of Health, Fire Department, Llano and Burnet Counties.

Operational Projects

Meter replacement program - 52 meter replacements and 31 new taps since beginning of beginning of Fiscal Year.

System chlorine flushing and customer assistance for water quality issues - tracking chlorine and ammonia levels in distribution system.

Drained High Storage #2 (1,300,000 gallon tank) as a requirement to inspect and establish paint coating. Employed Tank Engineer to prepare condition and rehab report.

Repaired 5 water mainline leaks and 0 sewer leaks in March. There were no substantial water leaks in March.

Working with Water Conservation Officer on rebate program preparation. Two audits performed in March. Also worked with Mayor and WCO on Butterfly Migration project.

Evaluated Raw and Production water meters. Contracted two independent meter companies to test meters. Began process of replacing meters that show failures.

Received Letter from TCEQ Inspectors related to the water system compliance inspection completed in late February. Worked with TCEQ on questions and receive no violations.

Site meetings at West Water Plant to define electrical and control systems for project. Subsequent meetings and conference calls to ensure best design/operational effectiveness.

Evaluated AMR Software and hardware that will replace existing AMR heads. Began evaluating two alternatives system's hardware and software packages.

Large Capital Projects

Met with Engineer on construction for West Water Treatment Plant expansion. Majority of work was on General Contract pre-qualification and TCEQ request for information.

Worked with Willis Engineering on Airport Sewer project design and construction costs. Delayed project after receiving cost estimates higher than expected due to rock.

Met with Engineer on Summit Rock Lift station design - finalize plans design. Reviewed 90% drawings and provided input on final design.

Met with Engineer on effluent pumps required to move effluent to Summit Rock Golf Course # 17 storage pond. Discussed options for pumps or gravity feed system.

Met with Engineers on possible interested parties in selling the West Water Plant Roberts treatment system. Met with Corex onsite to show plant equipment. Very Interested.

Training Activities

Aaron Watson and Brian Pakulda attended the TWUA regional school for operator training in Corpus Christi, TX. Both operators tested for certification.

Jeff Koska in conjunction with Engineering firm HDR prepared presentation for Texas Water Conference in April on Low Pressure Sewer system modeling.

Josh Hisey and Ben Bales attended SC Membrane Association low pressure membrane conference in Corpus Christi, TX.

CITY OF HORSESHOE BAY

DEVELOPMENT SERVICES

MARCH 2016 ACTIVITY REPORT

Meetings with the following:

1. Anita Dismuke and 4 clients regarding property on 38th Street for two mobile homes, and City will seal coat the street.
2. Nic Holland regarding construction at 113 La Bonita and two proposed mansions larger than 10,000 sq. ft. each, being proposed in Lago Escondido.
3. Barbara Ganson regarding requirements for a new house on Hi Mesa.
4. Conference call with Stan Farmer and Kenneth Weismuller of BIS Consultants regarding preparation of an interactive map for the website.
5. Jeff Koska and Dane Bybee regarding water leaks at 312 and 316 Nattie Woods.
6. Sam Tarbet regarding Texan Mart.
7. Conference call with Stan Farmer and Chris Holtkamp regarding the Land Use Workshop.
8. Kyle Womack regarding an addition to his house at 401 Western Bit.
9. Eric Debner regarding another 5-unit townhouse project on Free Rein.
10. Land Use Workshop.
11. Mike Walsh and Stan Farmer regarding 7-11.
12. Daniel Cortez with ISO regarding the Building Code Effectiveness Grading Schedule.

Other Meetings I attended:

1. Monthly Safety Meeting.
2. Planning and Zoning Commission.
3. Meet and Greet for newly annexed property owners at the West Fire Station.
4. Three Long Range Planning Committee Meetings.
5. Four Senior Staff Meetings.
6. Municipal Court regarding progress on Texan Mart remodel.
7. City Council.
8. POA Presidents Forum.
9. City Design Review Committee with Terry Nieman and his architect regarding a 5-unit townhouse project on Free Rein.
10. City Council Workshop.

Other Activity:

1. Prepared the draft Exempt Signs Amendment, draft answers to annexation questions, Ted Burget draft Planned Development Ordinance; and the Portable On-Demand Storage Ordinance Amendment;

Code Enforcement Officer Activities from 10/01/15 (Fiscal Year) To Date Summary:

- Red Tags Issued: 13
- Citations and Court Summons Issued: 2
- Certified Letters Sent: 68
- Total Vehicles Removed: 15
- Regular Letters Sent/Posted: 75
- Letters for Yard Lights/Addresses: 165
- Development Services Director Minor Plats approved: 2

CITY OF HORSESHOE BAY

DEVELOPMENT SERVICES

MARCH 2016 ACTIVITY REPORT

Building Permits

Completed Application Received	ATS Review Completed	Date Issued To Customer	Type	Address	Owner
02-25-16	03-01-16	03-01-16	Re-Roof	2513 Diagonal Bldg A	Brand
02-25-16	03-01-16	03-01-16	Re-Roof	2513 Diagonal Bldg B	Brand
01-26-16	02-02-16	03-03-16	Residential	106 Blue Yonder	Hoyer
01-26-16	01-29-16	03-03-16	Re-Roof	405 Short Circuit # 3	Titme
01-26-16	01-29-16	03-03-16	Re-Roof	405 Short Circuit # 4	Smith Trust
02-24-16	03-03-16	03-04-16	Pool	127 Applehead Island Dr.	Fish
02-22-16	02-24-16	03-04-16	Pool	303 Emerald Way	Brooks
02-29-16	03-03-16	03-07-16	Pool	135 Wilderness Dr. East	Willis
03-01-16	03-08-16	03-11-16	Dock	101 Lighthouse Dr.	Coranger
02-29-16	03-08-16	03-14-16	Pool	128 Nightshade	Perciful
03-11-16	03-14-16	03-15-16	Pool	105 Plaza Escondido	Dodd
02-25-16	02-29-16	03-15-16	Re-Roof	119 Lost Spur Unit A	Bacile
02-25-16	02-29-16	03-15-16	Re-Roof	119 Lost Spur Unit B	Johnson
02-25-16	02-29-16	03-15-16	Re-Roof	119 Lost Spur Unit C	Smith
N/A	N/A	03-15-16	Residential Re-Permit	312 Nattie Woods	Jaffe
N/A	N/A	03-15-16	Residential Re-Permit	316 Nattie Woods	Jaffe
03-07-16	03-15-16	03-17-16	Pergola	504 Rawhide	Evans
03-15-16	03-18-16	03-21-16	Fence	413 Hi Circle West	Lutz
02-25-16	03-17-16	03-22-16	Commercial Remodel	9000 Hwy 2147 Ste 103 & 104	Sopel
N/A	N/A	03-22-16	Plumbing	312 Nattie Woods	Jaffe
03-03-16	03-18-16	03-24-16	Boat Dock	604 Port	Bayside Townhomes POA
03-07-16	03-15-16	03-28-16	Electric Panel	612 Port	Rockwood
03-10-16	03-24-16	03-30-16	Veranda	115 Applehead Island Dr.	McEnery
02-29-16	03-24-16	03-30-16	Remodel	146 Applehead Island Dr.	Wessels

Residential Permits	FY 13	FY 14	FY 15	FY 16
October	3	3	9*	2*
November	0	5	3	2
December	3	6	6*	11
January	2	1	3	5
February	4	2	2	7
March	2	1	2	1
April	3	2*	2	
May	3	2	7	
June	2*	11	6	
July	2	4*	5	
August	3*	3	4	
September	3	7	5*	
Yearly Total	**30**	**47**	**54**	**28**

*Indicates one Single-family permit in the ETJ

Department Activity Report	March
House Plans Submitted	4
Residential Permits	1
Plan Reviews (1 Commercial)	20
ATS Inspections	78
Garage Sale Permits Issued	0
Variances	0
Mobile Homes	0
Plat/Replat (Incl. Minor Plats)	2
CUP	0
Amendments	3
Requests for information	742

MONTHLY RESIDENTIAL PERMIT TRACKING
3/31/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. of Months Left on Permit	Permit Expires
1	2401 Saddle Gun-2nd Repermit-Note 1	4B	Horseshoe Bay South	2/17/2016-Repermit	2/11/2014	0	3/21/2016
2	307 Outcrop-Note 2	3	Horseshoe Bay West	10/2/2014	9/25/2015	0	4/2/2016
3	129 Applehead Island	1	Applehead Island	10/9/2014	3/22/2016	0	4/9/2016
4	115 Cross Bow-Note 3	4A	Horseshoe Bay	9/4/2014	3/7/2016	0.5	4/14/2016
5	104 Estate Dr.- Note 4	7	Peninsula	10/15/2015-Repermit	2/9/2016	0.5	4/15/2016
6	112 Alexis Lane-Note 5	11	The Trails	10/17/2014	6/22/2015	0.5	4/17/2016
7	113 La Bonita	9	Escondido	11/5/2014	3/3/2016	1	5/5/2016
8	444 La Serena Loop-Note 7	9	Escondido	9/25/2014	3/2/2016	1.5	5/15/2016
9	101 Lachite	3	Horseshoe Bay West	12/11/2014	5/14/2015	2	6/11/2016
10	312 Nattie Woods-Repermit-Note 6	12	Summit Rock	3/15/2016-Repermit	3/22/2016	2.5	6/13/2016
11	316 Nattie Woods-Repermit-Note 6	12	Summit Rock	3/15/2016-Repermit	5/15/2014	2.5	6/13/2016
12	126 Rock N Robyn- Repermit-Note 8	11	The Trails	01/11/16-Repermit	10/21/2015	3	7/11/2016
13	300 High Pointe Ln.	12	Summit Rock	2/11/2015	2/25/2016	4	8/11/2016
14	116 Nattie Woods	12	Summit Rock	2/11/2015	1/22/2016	4	8/11/2016
15	104 Amethyst	3	Horseshoe Bay West	3/19/2015	9/8/2015	5.5	9/19/2016
16	128 Nightshade	12	Summit Rock	4/30/2015	12/7/2015	7	10/30/2016
17	433 La Serena Loop	9	Escondido	5/1/2015	3/3/2016	7	11/1/2016
18	311 B Horseshoe Bay North Blvd. N.	4A	Horseshoe Bay	5/21/2015	1/18/2016	7.5	11/21/2016
19	116 Los Puertas	9	Escondido	5/26/2015	3/23/2016	8	11/26/2016
20	403 Rio	4A	Horseshoe Bay	5/28/2015	3/8/2016	8	11/28/2016
21	106 Blanco Ct.	6	Pecan Creek	6/5/2015	1/4/2016	8	12/5/2016
22	120 Tee Off	4A	Horseshoe Bay	6/10/2015	2/25/2016	8	12/10/2016
23	601 Mountain Leather-Note 9	3	Horseshoe Bay West	11/7/2015-Repermit	None Requested	8.5	12/16/2016
24	201 Mountain Leather	3	Horseshoe Bay West	6/16/2015	8/27/2015	8.5	12/16/2016
25	157 La Serena Loop	9	Escondido	6/17/2015	2/12/2016	8.5	12/17/2016
26	109 Lost Nugget	3	Horseshoe Bay West	6/18/2015	11/25/2015	8.5	12/18/2016
27	2126 Chameleon	4B	Horseshoe Bay South	7/17/2015	3/22/2016	9.5	1/17/2017
28	1202 Sun Ray	3	Horseshoe Bay West	7/28/2015	8/28/2015	10	1/28/2017

MONTHLY RESIDENTIAL PERMIT TRACKING
3/31/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. of Months Left on Permit	Permit Expires
29	311 C Horseshoe Bay North Blvd. N.-Note 10	4A	Horseshoe Bay	7/31/2015	2/23/2016	10	1/31/2017
30	627 Passion Flower	12	Summit Rock	8/5/2015	12/17/2015	10	2/5/2017
31	110 Kelley Lane	11	The Trails	8/18/2015	3/23/2016	10.5	2/18/2017
32	109 Gillespie Court	6	Pecan Creek	8/20/2015	3/31/2016	10.5	2/20/2017
33	1113 Mountain Leather	3	Horseshoe Bay West	8/25/2015	11/6/2015	11	2/25/2017
34	813 Trails Parkway	11	The Trails	9/3/2015	2/23/2016	11	3/3/2017
35	212 Nattie Woods	12	Summit Rock	9/11/2015	3/14/2016	11	3/11/2017
36	3340 W SH 71	ETJ	N/A	9/14/2015	2/4/2016	11	3/14/2017
37	155 La Serena Loop	9	Escondido	9/21/2015	1/11/2016	11.5	3/21/2017
38	303 Emerald Way	3	Horseshoe Bay West	9/28/2015	1/12/2016	12	3/28/2017
39	135 Wilderness Dr. E	ETJ	N/A	10/14/2015	3/17/2016	12	4/14/2017
40	100 Gallop	3	Horseshoe Bay West	10/20/2015	2/16/2016	12.5	4/20/2017
41	105 Plaza Escondido	9	Escondido	11/3/2015	3/17/2016	13	5/3/2017
42	801 Silver Hill	3	Horseshoe Bay West	11/4/2015	3/4/2016	13	5/4/2017
43	212 Lasso	4A	Horseshoe Bay	12/2/2015	3/25/2016	14	6/2/2017
44-59	Tuscan Dr.-Note 11	3	Horseshoe Bay West	NYI			
60	120 Azalea Loop	12	Summit Rock	12/2/2015	1/27/2016	14	6/2/2017
61	112 Jade	3	Horseshoe Bay West	12/3/2015	3/14/2016	14	6/3/2017
62	325 Parallel Circle	3	Horseshoe Bay WEst	12/3/2015	None Requested	14	6/3/2017
63	607 Hi Stirrup	4A	Horseshoe Bay	12/3/2015	2/25/2016	14	6/3/2017
64	101 Harbor Light	4A	Horseshoe Bay	12/4/2015	1/15/2016	14	6/4/2017
65	1502 Hi Circle South	4A	Horseshoe Bay	12/22/2015	3/24/2016	14.5	6/22/2017
66	1307 Mountain Leather	3	Horseshoe Bay West	12/22/2015	3/31/2016	14.5	6/22/2017
67-68	3402 W SH 71-Note 12	ETJ	N/A	12/22/2015	3/29/2016	14.5	6/22/2017
69	106 Cactus Corner	3	Horseshoe Bay West	12/23/2015	2/8/2016	14.5	6/23/2017
70	1126 Mountain Leather	3	Horseshoe Bay West	1/4/2016	3/30/2016	15	7/4/2017
71	1501 Azure	4A	Horseshoe Bay	1/6/2016	3/9/2016	15	7/6/2017
72	301 The Trails Parkway	11	The Trails	1/7/2016	3/4/2016	15	7/7/2017

MONTHLY RESIDENTIAL PERMIT TRACKING
3/31/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. of Months Left on Permit	Permit Expires
73	107 La Bonita	9	Escondido	1/8/2016	2/5/2016	15	7/8/2017
74	108 Gemstone	2	Applehead	1/8/2016	3/29/2016	15	7/8/2017
75	213 Grove Ct	12	Summit Rock	2/3/2016	3/30/2016	16	8/3/2017
76	225 Grove Ct	12	Summit Rock	2/3/2016	2/23/2016	16	8/3/2017
77	306 Apache Tears	3	Horseshoe Bay West	2/8/2016	None Requested	16	8/8/2017
78	101 Grove Ct	12	Summit Rock	2/9/2016	3/4/2016	16	8/9/2017
79	1306 High Circle South	4A	Horseshoe Bay	2/10/2016	3/4/2016	16	8/10/2017
80	211 Plenty Hills	3	Horseshoe Bay West	2/19/2016	None Requested	16.5	8/19/2017
81	709 Sky Hawk	3	Horseshoe Bay West	2/24/2016	3/30/2016	16.5	8/24/2017
82	106 Blue Yonder	2	Applehead	3/3/2016	None Requested	17	9/3/2017
83	106 Diamond Hill	2	Applehead	NYI			
84	112 Las Puertas	9	Escondido	NYI			
85	215 Maverick Circle	4A	Horseshoe Bay	NYI			
86	810 The Trails Parkway	11	The Trails	NYI			
87	103 Up There East	3	Horseshoe Bay West	NYI			

NOTES

1 - Contractor to pay for Repermit for 2 months on 4/11/2016

2 - 100 day extension granted on2/29/2016 and will expire on 6/8/2016

3 - Re-nspection required. Granted 2 weeks for reinspection.

4 - Contractor was granted Repermit on 10/15/15 for 6 months and will expire on 4/15/2016

5 - Contractor stated he will finish before 4/26/2016

6 - Contractor requested Repermit from Council on 3/15/16. Repermit was granted for 90 days from date contractor paid for Repermit on 3/15/16

7 - Contractor requested 100 day extension - expires 5/15/2016

8 - Contractor was granted Repermit on 1/11/16 for 6 months - expires on 7/11/2016

9 - Repermit issued 11/7/2015 because of no construction within 6 months

10 - Construction started without permit

11 - Last Phase of 16 units at The Enclave

12 - Duplex

NYI - Not Yet Issued. Permit is ready for pick-up by builder/contractor.

MONTHLY RESIDENTIAL PERMIT TRACKING
3/31/2016

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3	129 Applehead Island	1	Applehead Island	10/9/2014	3/22/2016	0	4/9/2016
74	108 Gemstone	2	Applehead	1/8/2016	3/29/2016	15	7/8/2017
82	106 Blue Yonder	2	Applehead	3/3/2016	None Requested	17	9/3/2017
83	106 Diamond Hill	2	Applehead	NYI			
2	307 Outcrop-Note 2	3	Horseshoe Bay West	10/2/2014	9/25/2015	0	4/2/2016
9	101 Lachite	3	Horseshoe Bay West	12/11/2014	5/14/2015	2	6/11/2016
15	104 Amethyst	3	Horseshoe Bay West	3/19/2015	9/8/2015	5.5	9/19/2016
23	601 Mountain Leather-Note 9	3	Horseshoe Bay West	11/7/2015-Repermit	None Requested	8.5	12/16/2016
24	201 Mountain Leather	3	Horseshoe Bay West	6/16/2015	8/27/2015	8.5	12/16/2016
26	109 Lost Nugget	3	Horseshoe Bay West	6/18/2015	11/25/2015	8.5	12/18/2016
28	1202 Sun Ray	3	Horseshoe Bay West	7/28/2015	8/28/2015	10	1/28/2017
33	1113 Mountain Leather	3	Horseshoe Bay West	8/25/2015	11/6/2015	11	2/25/2017
38	303 Emerald Way	3	Horseshoe Bay West	9/28/2015	1/12/2016	12	3/28/2017
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18	311 B Horseshoe Bay North Blvd. N.	4A	Horseshoe Bay	5/21/2015	1/18/2016	7.5	11/21/2016
20	403 Rio	4A	Horseshoe Bay	5/28/2015	3/8/2016	8	11/28/2016
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29	311 C Horseshoe Bay North Blvd. N.-Note 10	4A	Horseshoe Bay	7/31/2015	2/23/2016	10	1/31/2017
43	212 Lasso	4A	Horseshoe Bay	12/2/2015	3/25/2016	14	6/2/2017

63	607 Hi Stirrup	4A	Horseshoe Bay	12/3/2015	2/25/2016	14	6/3/2017
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8	444 La Serena Loop-Note 7	9	Escondido	9/25/2014	3/2/2016	1.5	5/15/2016
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73	107 La Bonita	9	Escondido	1/8/2016	2/5/2016	15	7/8/2017
84	112 Las Puertas	9	Escondido	NYI			
6	112 Alexis Lane-Note 5	11	The Trails	10/17/2014	6/22/2015	0.5	4/17/2016
12	126 Rock N Robyn- Repermit-Note 8	11	The Trails	01/11/16-Repermit	10/21/2015	3	7/11/2016
31	110 Kelley Lane	11	The Trails	8/18/2015	3/23/2016	10.5	2/18/2017
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City of Horseshoe Bay

OFFICE OF COURT ADMINISTRATION

MARCH 2016 OFFICIAL MUNICIPAL COURT ACTIVITY REPORT

	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	YTD
New Cases Filed	**36**	**26**	**31**	**37**	**65**	**53**							**248**
Disposition of Trial													
Trial by Judge - Guilty	0	0	0	0	0	0							**0**
Trial by Judge -N Guilty	0	0	0	0	0	0							**0**
Trial by Jury - Guilty	0	0	0	0	0	0							**0**
Trial by Jury - N Guilty	0	0	0	0	0	0							**0**
Cases Dismissed													
A. After Driver Safety Course	4	4	0	2	2	3							**15**
B. After Deferred	7	1	4	0	2	3							**17**
C. After Proof Fin. Respons.	2	1	0	0	1	1							**5**
D. Compliance Dismissal	0	1	4	1	2	0							**8**
Comm. Serv. Ordered	0	0	1	0	0	0							**1**
Cases Appealed	0	0	0	0	0	0							**0**
Juvenile/Minor Activity													
A. TCC	0	0	0	0	1	1							**2**
B. ABC	0	0	0	0	0	0							**0**
C. DUI	0	0	0	0	0	0							**0**
D. H&S Offenses filed	0	0	0	0	0	3							**3**
H. Non-Traffic Offenses	0	0	0	0	0	0							**0**
Arrest Warrants													
A. Class C. Misdemeanors	44	0	35	29	34	11							**153**
B. Felonies	0	0	0	0	0	0							**0**
Revenue													
A. Other Agency Revenue	$1,275	$2,234	$2,013	$2,387	$1,165	$2,735							**$11,809**
B. City Revenue	$7,205	$8,977	$8,563	$8,985	$8,684	$12,058							**$54,472**
TOTAL REVENUE	**$ 8,480**	**$ 11,211**	**$ 10,576**	**$ 11,372**	**$ 9,849**	**$ 14,793**							**$ 66,281**

CITY OF HORSESHOE BAY

FIRE DEPARTMENT
March 2016 FY ACTIVITY REPORT

Meetings Attended – Chief Morris and Asst. Chief Black attended multiple meetings in March to include the following: Staff Meetings with the City Manager, FD Command Team Meeting, Apparatus Committee Meeting, City Wide Safety Meeting, City Council Meeting and workshop, Pre-construction Meeting with Cactus Companies, POA President's Meeting, Balloon Fest Safety Walk-through, Met with the new Fire Chief of Marble Falls (Russell Sander), Meeting with David Cox at Escondido.

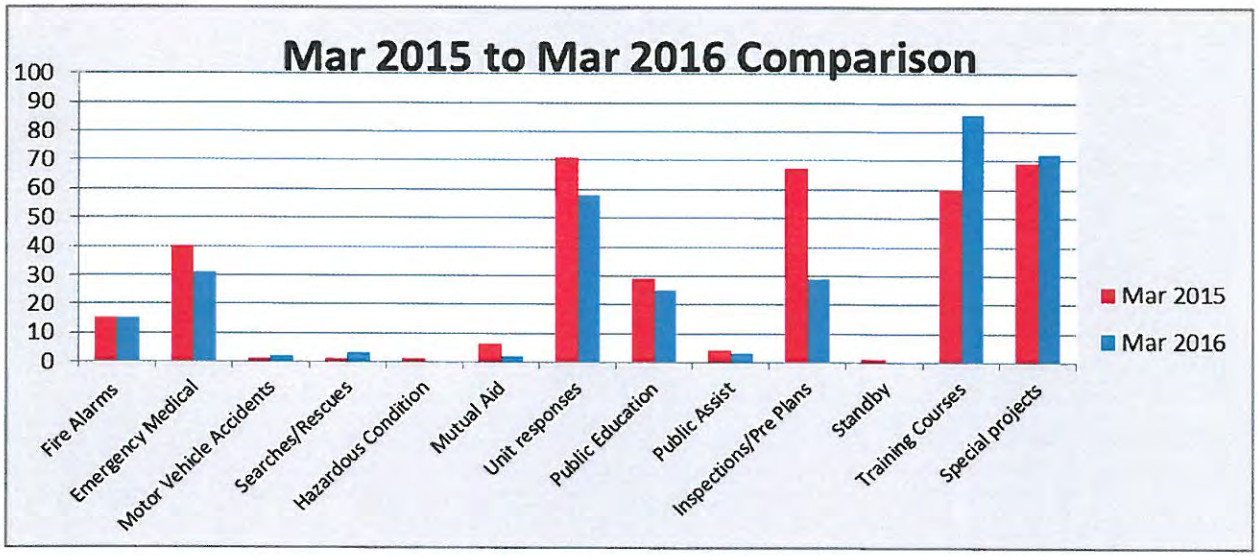
Community Events attended – FD hosted the Annexation Informational Meeting at Fire Station #2 Business Alliance Group Coffee

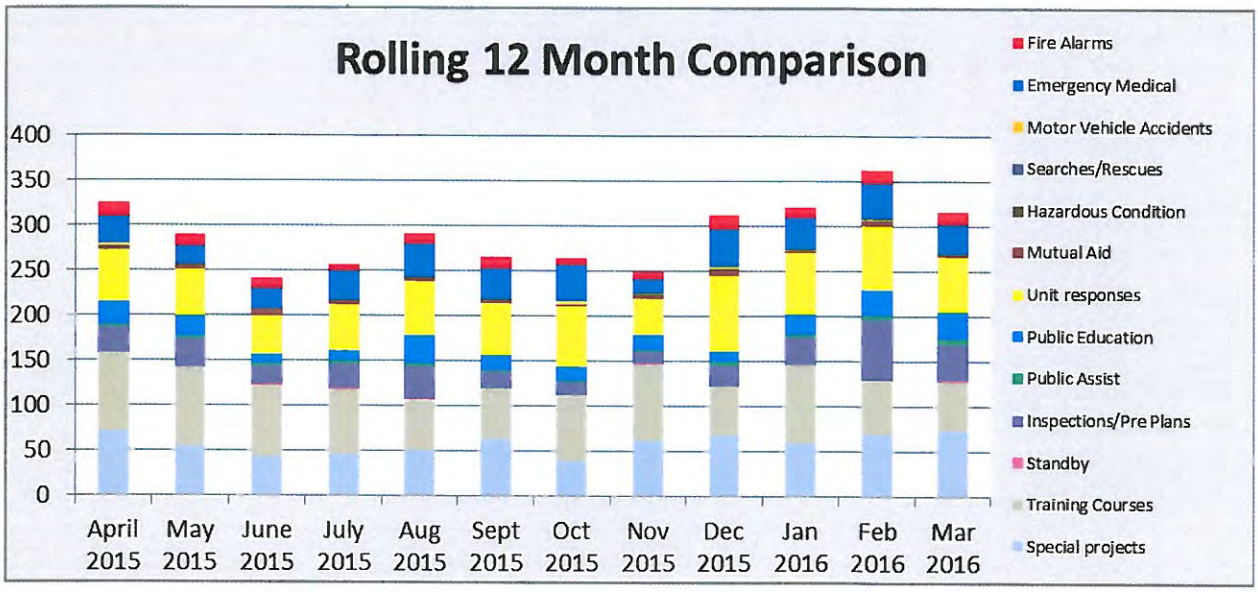
Notable Training – Chief Morris attended a grant writing workshop, (MAYDAY) Down Firefighter Rescue Training.

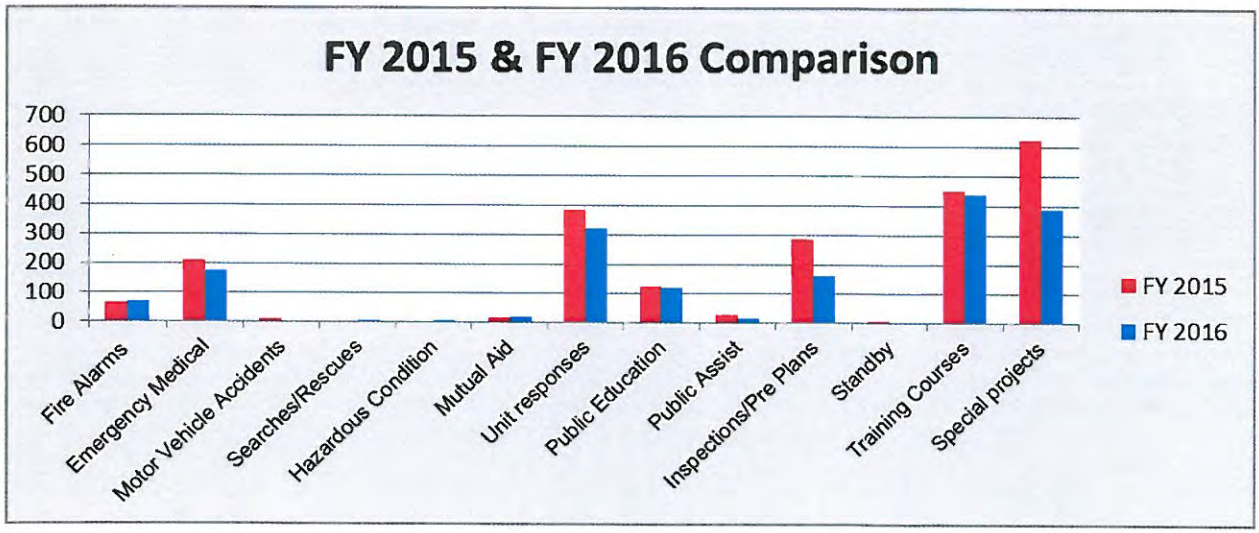
Other – Team building luncheons with Plant Operations, All crews attended Breakfast with the City Manager.

OPERATIONS	Mar 2016	Mar 2015	FYTD 2016	FYTD 2015
Fire Alarms (all types-buildings, vehicles, etc.)	15	15	70	66
Emergency Medical	31	40	177	209
Motor Vehicle Accident	2	1	4	11
Searches and/or Rescue	3	1	7	3
Hazardous Condition	0	1	6	5
Mutual Aid	2	6	19	14
Number of unit responses	58	71	321	383
Public Education/Relations	25	29	119	125
Public Service or Assistance	3	4	16	28
Inspections/Preplans	29	67	161	282
Standby Public Safety	0	1	3	6
Training programs	86	60	439	452
Spec. projects (i.e. spec. meetings & other work details)	72	69	390	622
Totals	326	365	1732	2206

Monthly Response Time: 6.9 minutes


Mar 2015 to Mar 2016 Comparison
100
90
80
70
60
50
40
30
20
10
0
Fire Alarms
Emergency Medical
Motor Vehicle Accidents
Searches/Rescues
Hazardous Condition
Mutual Aid
Unit responses
Public Education
Public Assist
Inspections/Pre Plans
Standby
Training Courses
Special projects
Mar 2015
Mar 2016


Rolling 12 Month Comparison
400
350
300
250
200
150
100
50
0
April 2015
May 2015
June 2015
July 2015
Aug 2015
Sept 2015
Oct 2015
Nov 2015
Dec 2015
Jan 2016
Feb 2016
Mar 2016
Fire Alarms
Emergency Medical
Motor Vehicle Accidents
Searches/Rescues
Hazardous Condition
Mutual Aid
Unit responses
Public Education
Public Assist
Inspections/Pre Plans
Standby
Training Courses
Special projects


FY 2015 & FY 2016 Comparison
700
600
500
400
300
200
100
0
Fire Alarms
Emergency Medical
Motor Vehicle Accidents
Searches/Rescues
Hazardous Condition
Mutual Aid
Unit responses
Public Education
Public Assist
Inspections/Pre Plans
Standby
Training Courses
Special projects
FY 2015
FY 2016

CITY OF HORSESHOE BAY

POLICE DEPARTMENT
March 2016 FY ACTIVITY REPORT

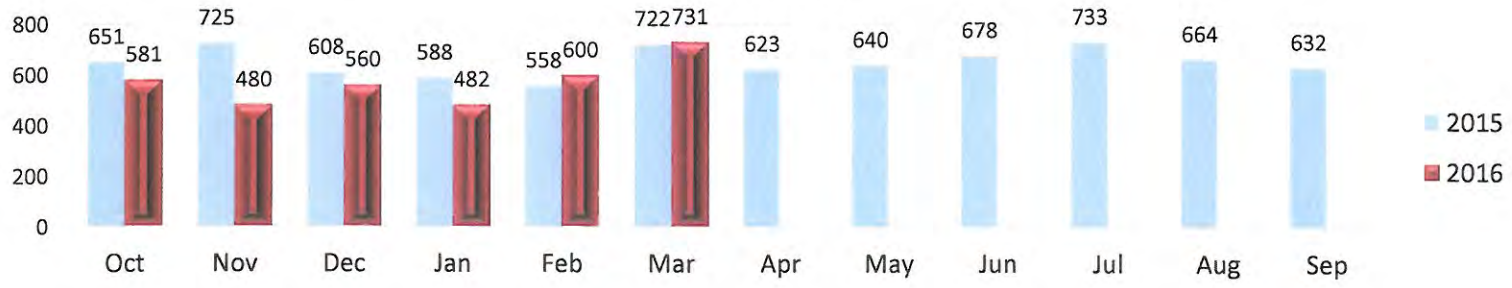
During the month of March 2016 there were forty-two (42) new cases reported to our department. The March cases consisted of twenty-five (25) misdemeanor cases, four (4) felony cases, thirteen (13) non-criminal cases, four (4) traffic accidents, and sixteen (16) arrests. The department cleared twenty-nine (29) new and old Horseshoe Bay cases in the month of March. Twenty-seven (27) residents requested home security watches during March. Also local businesses, amenities, and construction sites continued to be checked thoroughly on a daily basis. Overall, the department responded to seven hundred thirty-one (731) calls for service, including twenty-seven (27) alarms for the month of March.

During the month of March, 2016, twenty-one (21) new cases were assigned to CID for follow up investigation. Nine (9) of those cases were a misdemeanor grade, three (3) cases was a felony level and nine (9) investigations were non-criminal in nature. Those include investigations such as Hospice Deaths, Mental Subjects and Lost & Found Property. A total of one hundred fifty-two (152) persons were interviewed by investigators. These interviews resulted in twenty three (23) witness/victim statements and two (2) confession statements. CID cleared ten (10) active cases during the month. CID assisted the Patrol Division in covering one (1) Patrol Shift and had forty (40) training hours this month.

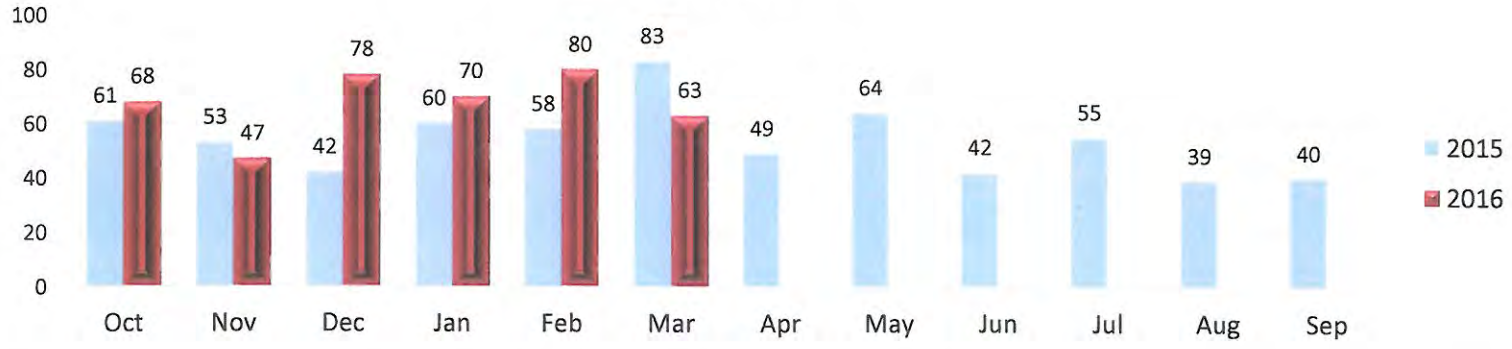
OPERATIONS	MAR 2016	MAR 2015	FYTD 2016	FYTD 2015
Dispatch For Service	731	722	3434	3852
Verbal Warnings	63	83	406	334
Warnings	211	149	835	814
Citations	58	60	247	327
Arrest	16	22	79	77
Code Enforcement	100	90	435	460
Traffic Accidents	4	3	27	27
Home Security Watches	22	12	115	131
Alarms	27	20	135	98
Felony Cases	4	6	18	35
Misdemeanor Cases	25	27	122	110
Non-Criminal Cases	13	15	50	60
Total Reports (New)	42	48	190	205
Cases Cleared (Old & New)	29	48	128	201

Response Time 6.13

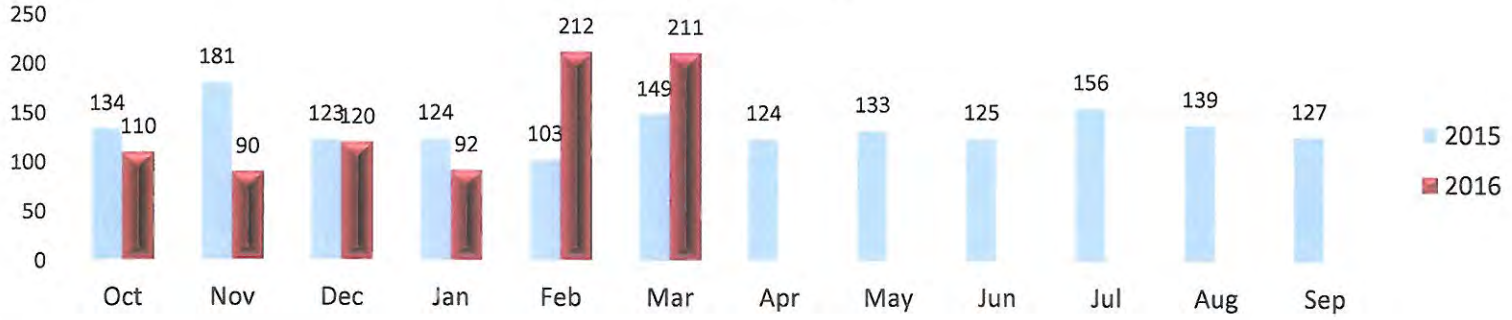
Horseshoe Bay Police Department
Dispatch Calls for Service FYTD
(2015 - 2016)



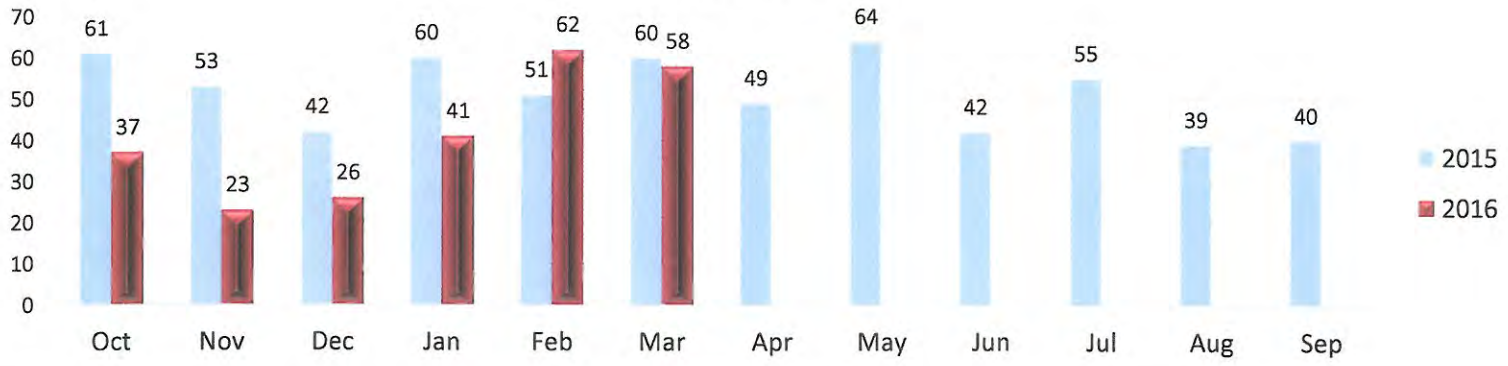
Horseshoe Bay Police Department
Verbal Warnings FYTD
(2015 - 2016)



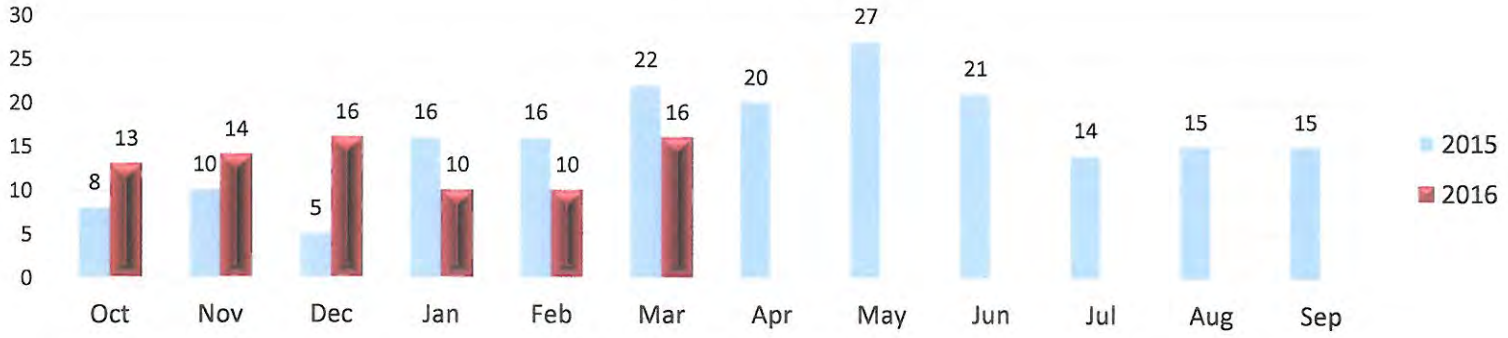
Horseshoe Bay Police Department
Warnings FYTD
(2015 - 2016)



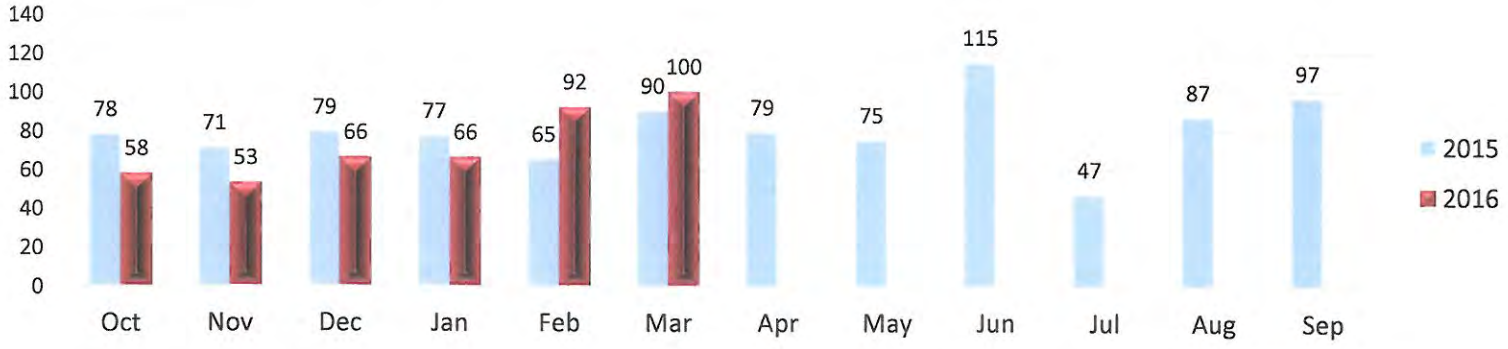
Horseshoe Bay Police Department
Citations FYTD
(2015 - 2016)



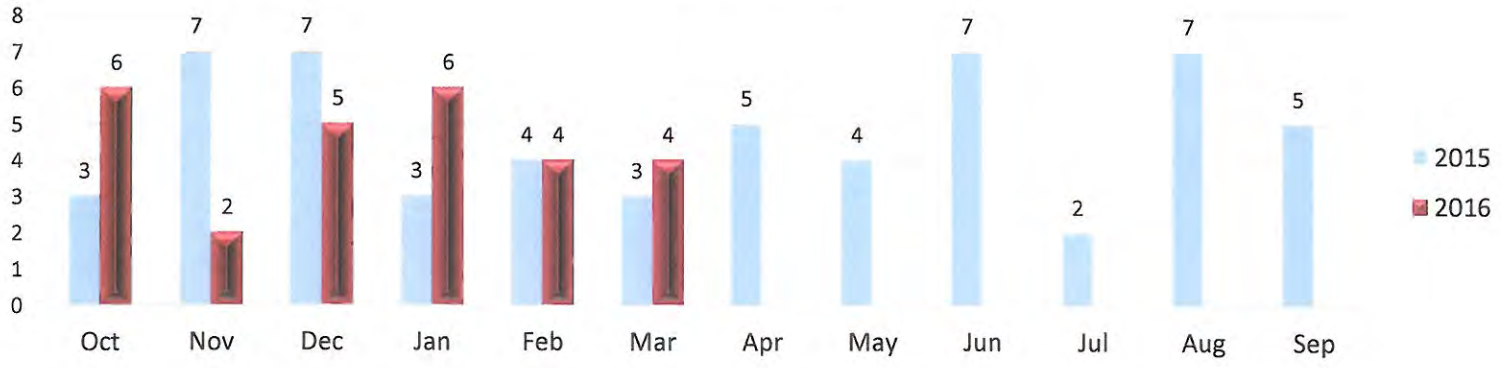
Horseshoe Bay Police Department
Arrest FYTD
(2015 - 2016)



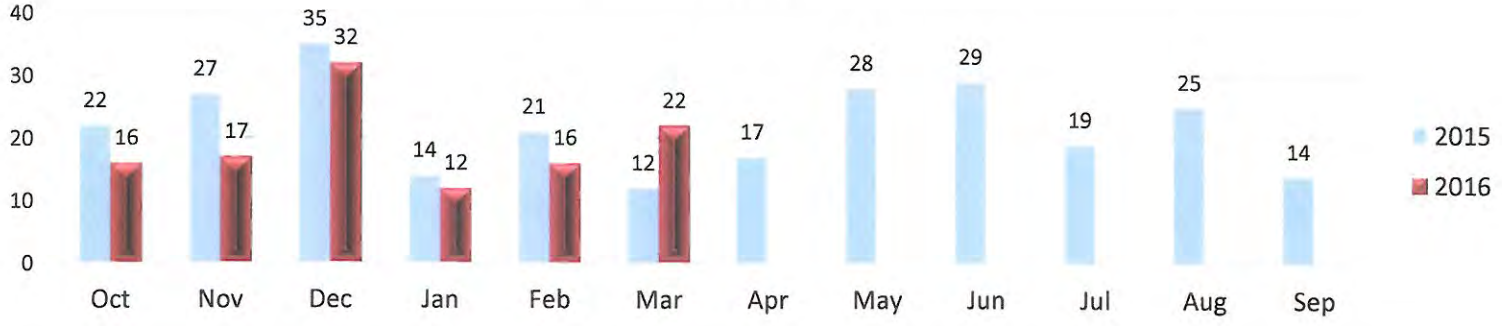
Horseshoe Bay Police Department
Code Enforcement FYTD
(2015-2016)



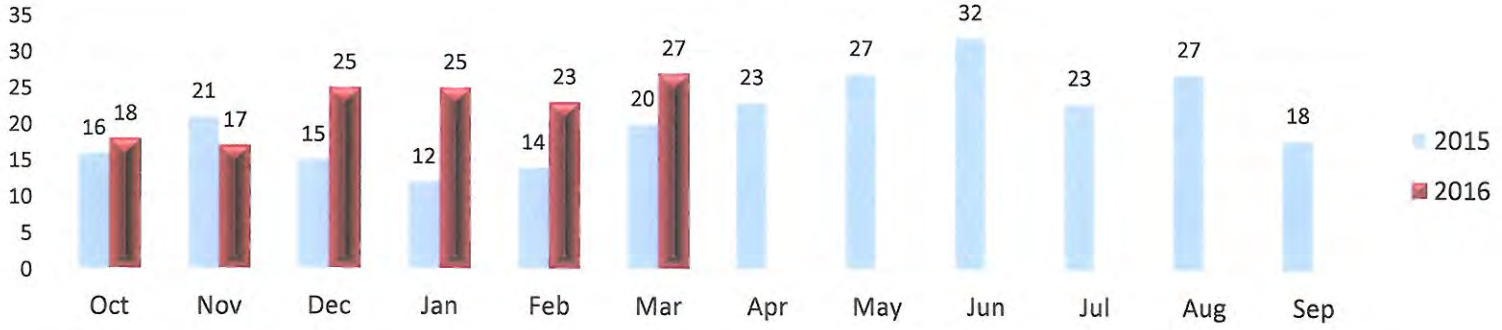
Horseshoe Bay Police Department
Traffic Accidents FYTD
(2015 - 2016)



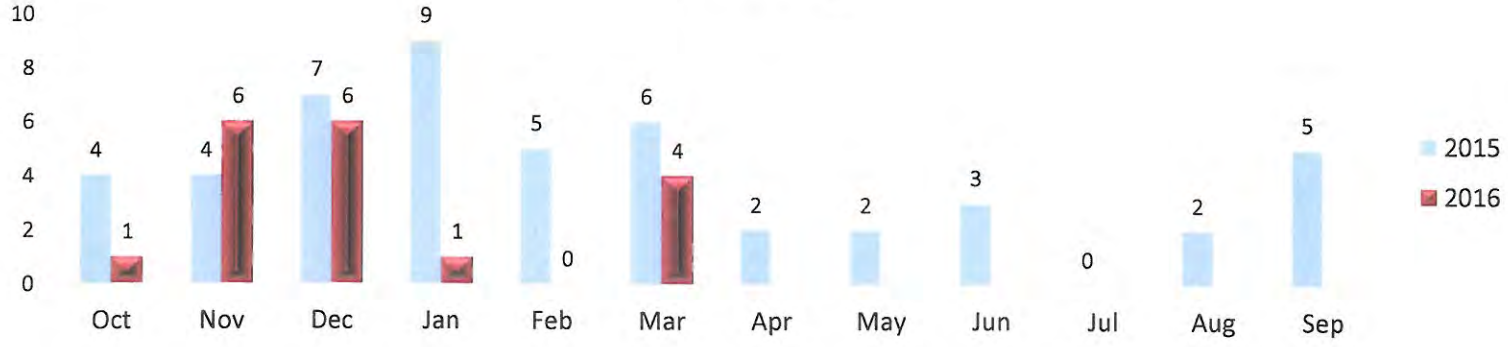
Horseshoe Bay Police Department
Home Security Watches FYTD
(2015 - 2016)



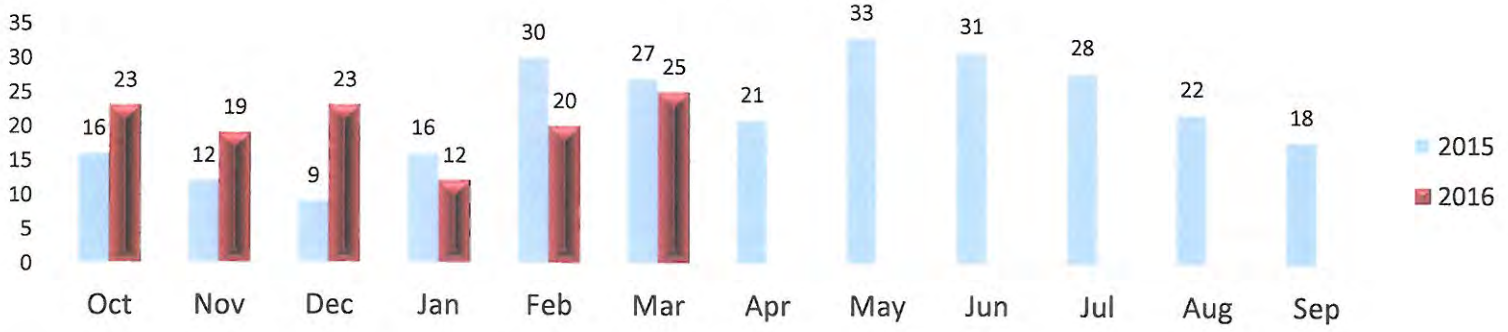
Horseshoe Bay Police Department
Alarms FYTD
(2015 - 2016)



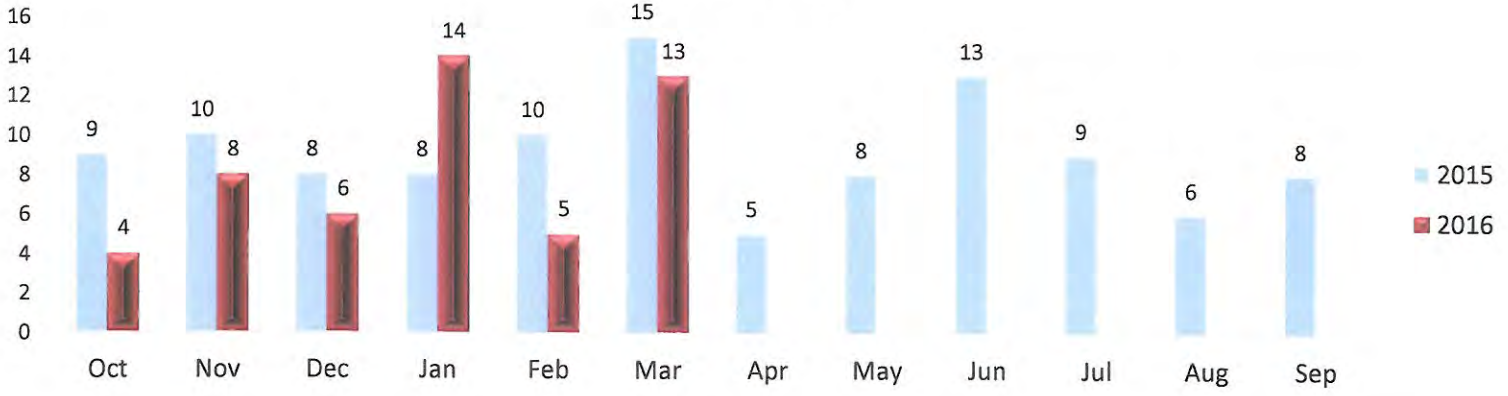
Horseshoe Bay Police Department
Felony Cases FYTD
(2015 - 2016)

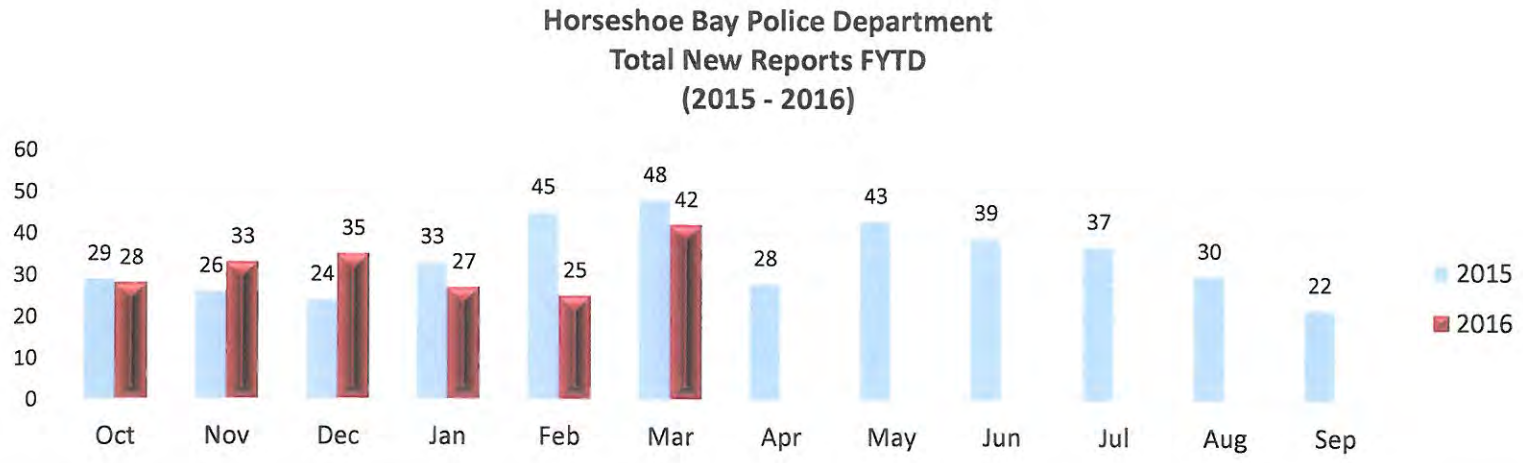


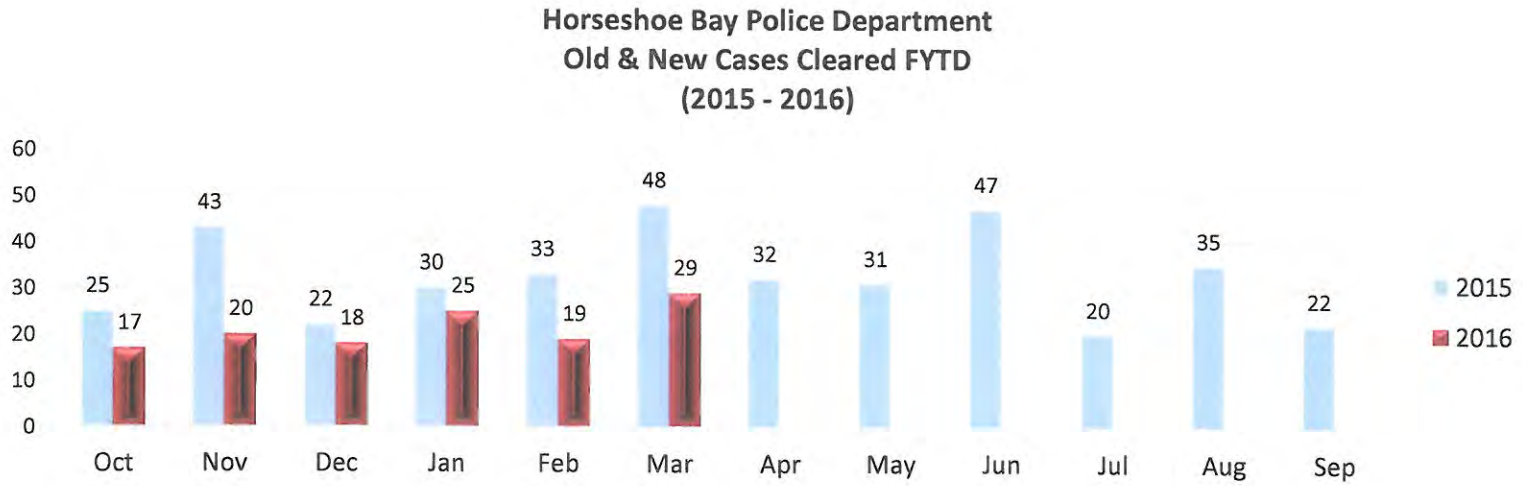
Horseshoe Bay Police Department
Misdemeanor Cases FYTD
(2015 - 2016)



Horseshoe Bay Police Department
Non-Criminal Cases FYTD
(2015 - 2016)




Horseshoe Bay Police Department
Total New Reports FYTD
(2015 - 2016)
60
50
40
30
20
10
0
29 28
26 33
24 35
33 27
45 25
48 42
28
43
39
37
30
22
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2015
2016


Horseshoe Bay Police Department
Old & New Cases Cleared FYTD
(2015 - 2016)
60
50
40
30
20
10
0
25 17
43 20
22 18
30 25
33 19
48 29
32
31
47
20
35
22
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2015
2016

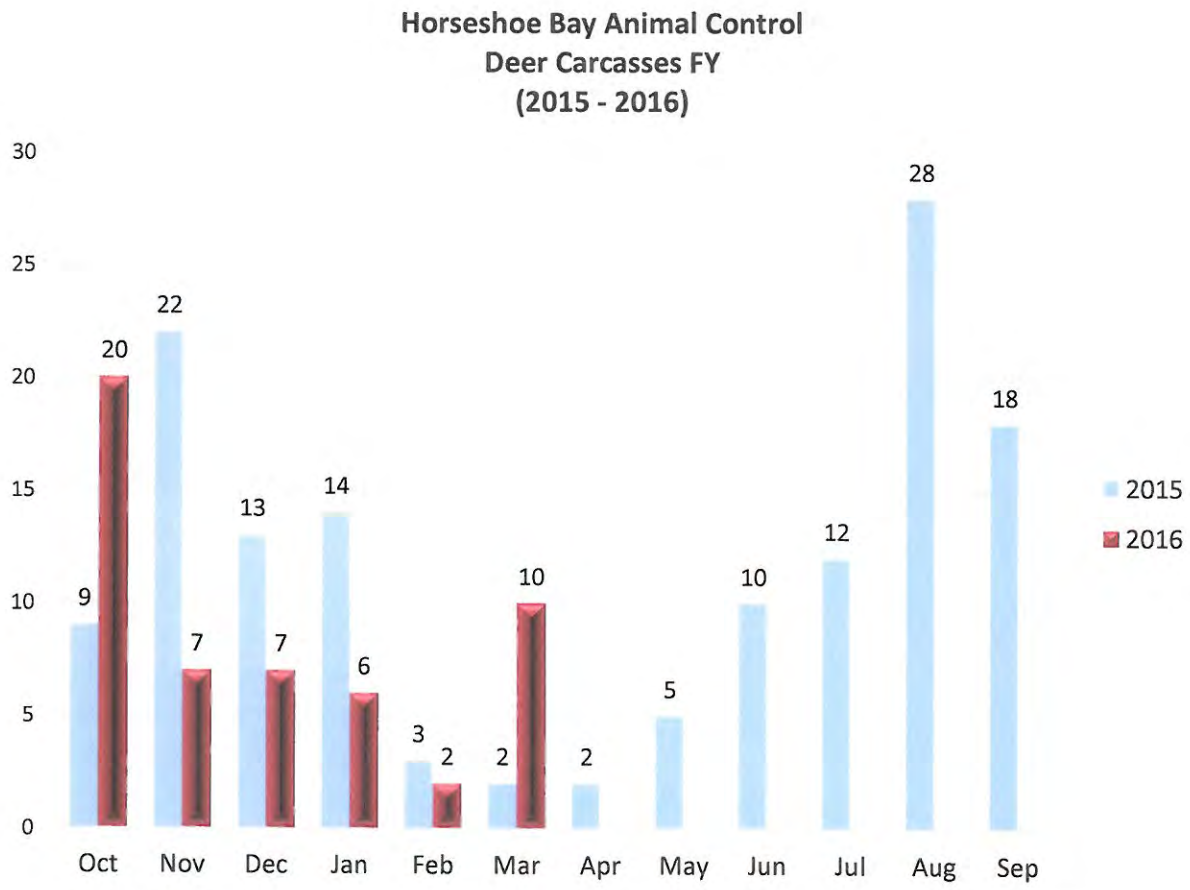
CITY OF HORSESHOE BAY

ANIMAL CONTROL
March 2016 FYACTIVITY REPORT

The Animal Control Person handled approximately ninety-six (96) calls within the month of March. Seventy-eight (78) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while eighteen (18) of the calls were initiated by the Animal Control Officer.

The above information reflects the number of calls handled, but does not include the number of times traps were checked and did not have an animal in them. Police officers assisted or were assisted by the A.C.O. in five (5) of the calls for the month of March.

OPERATIONS	MAR 2016	MAR 2015	FYTD 2016	FYTD 2015
Buck Carcasses	0	0	12	11
Doe Carcasses	10	2	31	49
Fawn Carcasses	0	0	9	3
Total Deer Carcasses:	10	2	52	63
Other Carcasses	14	22	42	120
Total All Carcasses:	24	24	94	183
Cat related calls	6	11	32	35
Dog related calls	17	12	63	103
Total Other calls	49	112	331	615
Total Calls:	96	159	520	936


Horseshoe Bay Animal Control
Deer Carcasses FY
(2015 - 2016)
30
25
20
15
10
5
0
9
20
22
7
13
7
14
6
3
2
2
10
2
5
10
12
28
18
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2015
2016

Item # 11

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Larry O. Anderson, Finance Director

RE: Presentation of Quarterly City Financial Report

Larry Anderson, Finance Director will present the quarterly FY 2016 financial report and analysis for the period ending March 31, 2016.

Enclosures: PowerPoint Presentation

City of Horseshoe Bay

Financial Presentation
For the Quarter Ended
March 31, 2016

Funds

The City of Horseshoe Bay utilizes:

- General Fund
- Utility Fund
- Debt Service Fund
- Capital Projects Funds

Funds

Today we will be analyzing the two primary funds utilized by the City.

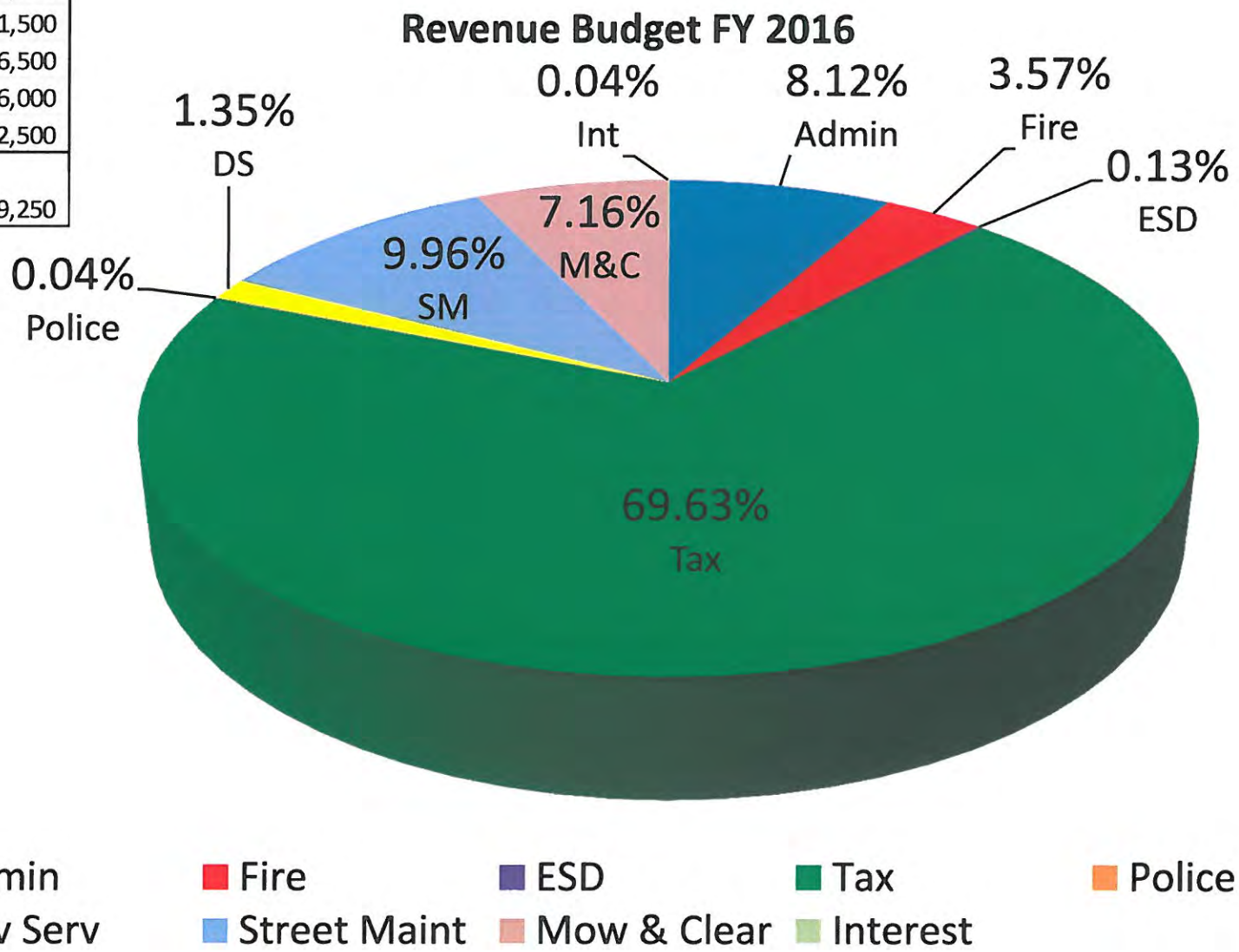
The first is the General Fund, which includes revenue and expenditures for all City Departments except the Utility Department. It is classified as a Governmental Fund.

The second is the Utility Fund, which includes revenue and expenditures for the Utility Department. It is classified as a Proprietary Fund.

COMPONENTS OF THE GENERAL FUND REVENUE BUDGET

Revenue Source	Revenue Budget FY 2016
Admin	$ 551,000
Fire	$ 242,500
ESD	$ 9,000
Tax	$ 4,727,500
Police	$ 2,750
Dev Serv	$ 91,500
Street Maint	$ 676,500
Mow & Clear	$ 486,000
Interest	$ 2,500
Total	$ 6,789,250

General Fund



GENERAL FUND
2nd QUARTER
REVENUE ANALYSIS

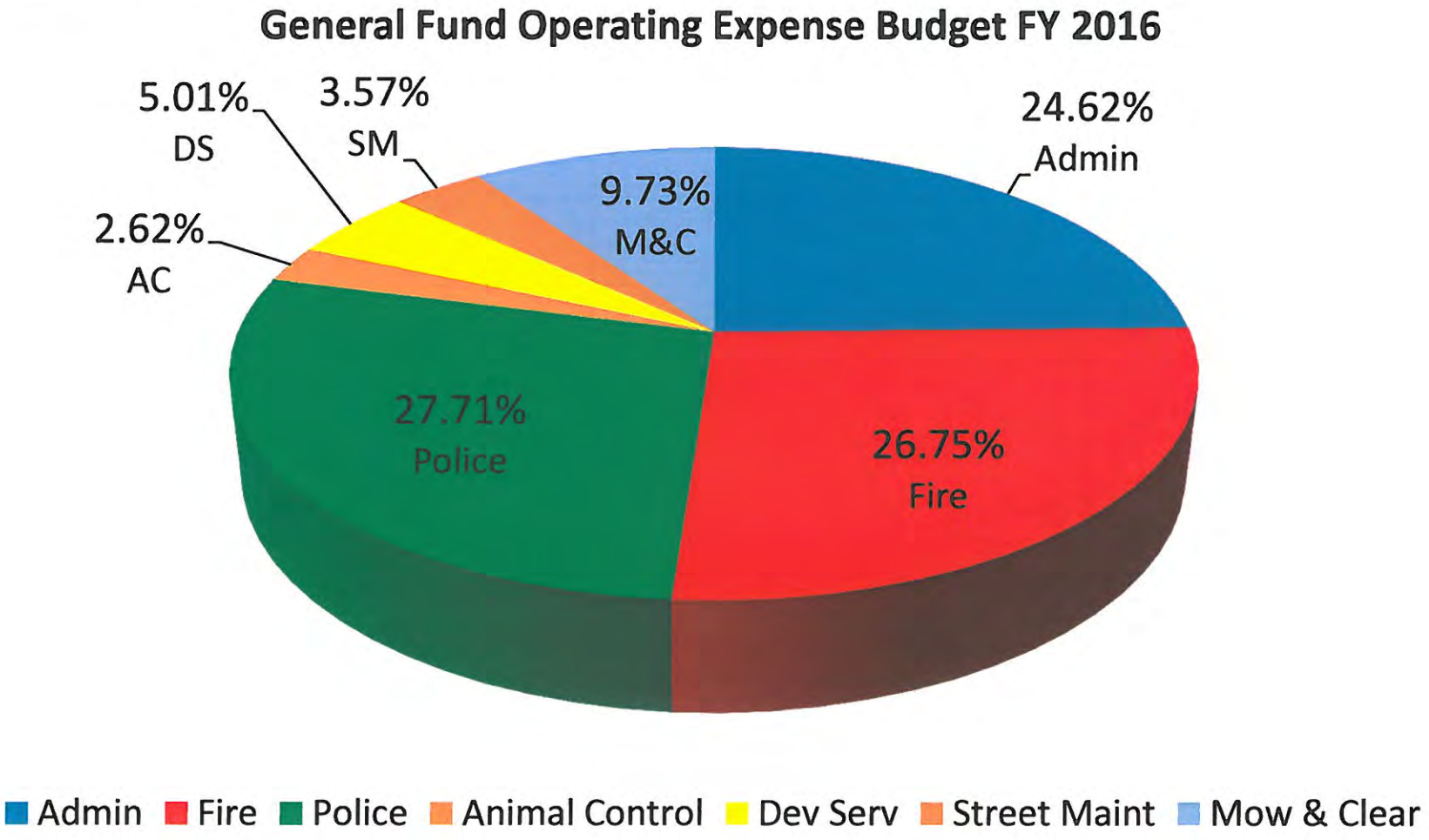
General Fund

Operating Revenue	2nd Qtr. Ending 3/31/2016	FY 2016 Budget	% of Budget
Admin	$ 293,354	$ 551,000	53%
Fire	$ 142,829	$ 242,500	59%
ESD	$ 4,500	$ 9,000	50%
Tax	$ 2,361,167	$ 4,727,500	50%
Police	$ 12,679	$ 2,750	461%
Dev Serv	$ 61,384	$ 91,500	67%
Street Maint	$ 483,056	$ 676,500	71%
Mow & Clear	$ -	$ 486,000	0%
Interest	$ 6,960	$ 2,500	278%
Total	$ 3,365,929	$ 6,789,250	50%

COMPONENTS OF THE GENERAL FUND EXPENSE BUDGET

Operating Expenses	Expense Budget FY 2016
Admin	$ 1,588,500
Fire	$ 1,725,500
Police	$ 1,787,500
Animal Control	$ 168,750
Dev Serv	$ 323,250
Street Maint	$ 230,000
Mow & Clear	$ 628,000
Total	$ 6,451,500

General Fund



GENERAL FUND
2nd QUARTER
EXPENDITURE ANALYSIS

General Fund

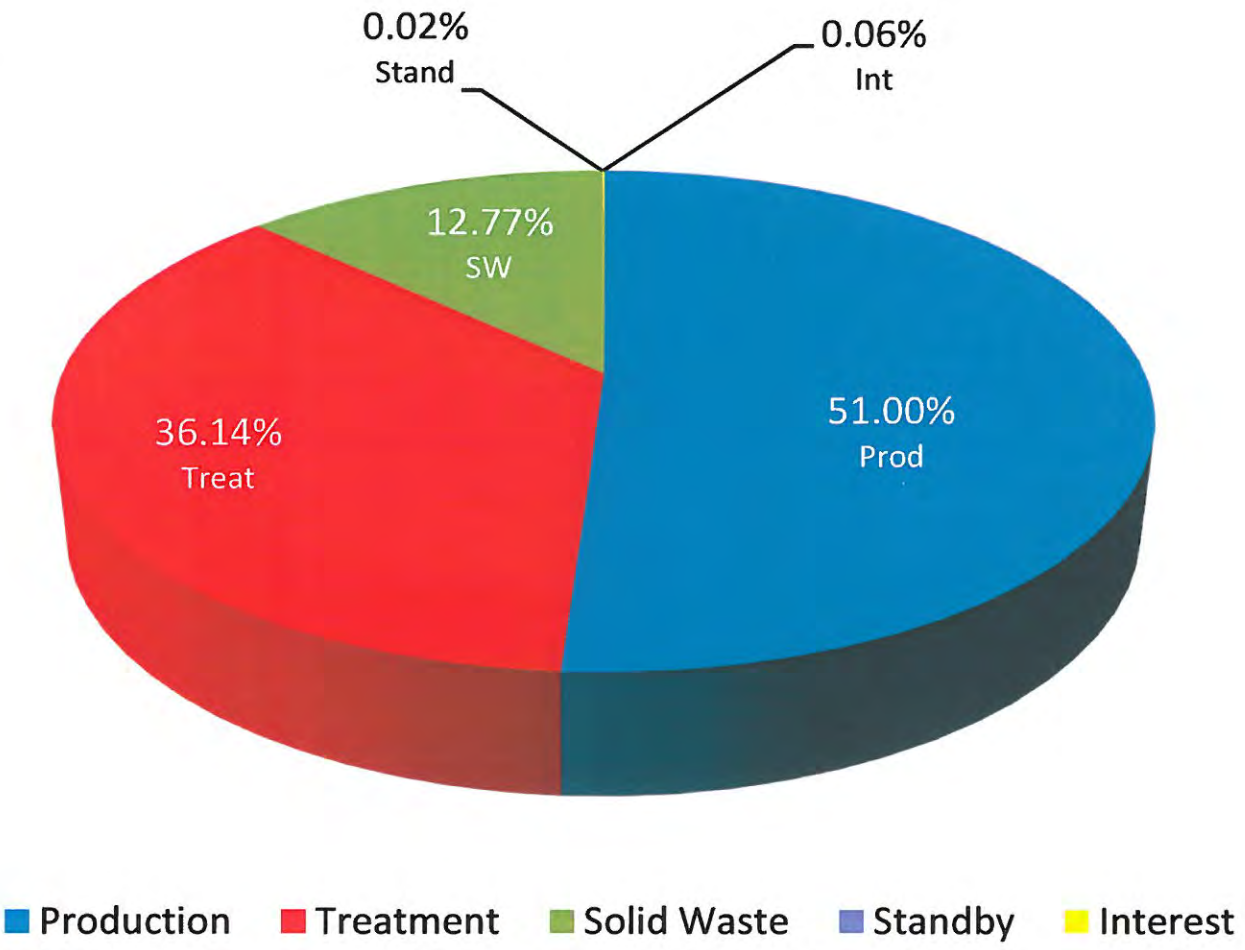
Operating Expenses	2nd Qtr. Ending 3/31/2016	FY 2016 Budget	% of Budget
Admin	$ 1,015,677	$ 1,588,500	64%
Fire	$ 884,535	$ 1,725,500	51%
Police	$ 831,116	$ 1,787,500	46%
Animal Control	$ 100,622	$ 168,750	60%
Dev Serv	$ 145,302	$ 323,250	45%
Street Maint	$ 75,038	$ 230,000	33%
Mow & Clear	$ 219,783	$ 628,000	35%
Total	$ 3,272,073	$ 6,451,500	51%

COMPONENTS OF THE UTILITY FUND REVENUE BUDGET

Operating Revenue	FY 2016 Budget
Production	$ 3,217,000
Treatment	$ 2,279,500
Solid Waste	$ 805,750
Standby	$ 1,500
Interest	$ 3,750
Total	$ 6,307,500

Utility Fund

Utility Fund Revenue Budget FY 2016



UTILITY FUND
2nd QUARTER
REVENUE ANALYSIS

Utility Fund

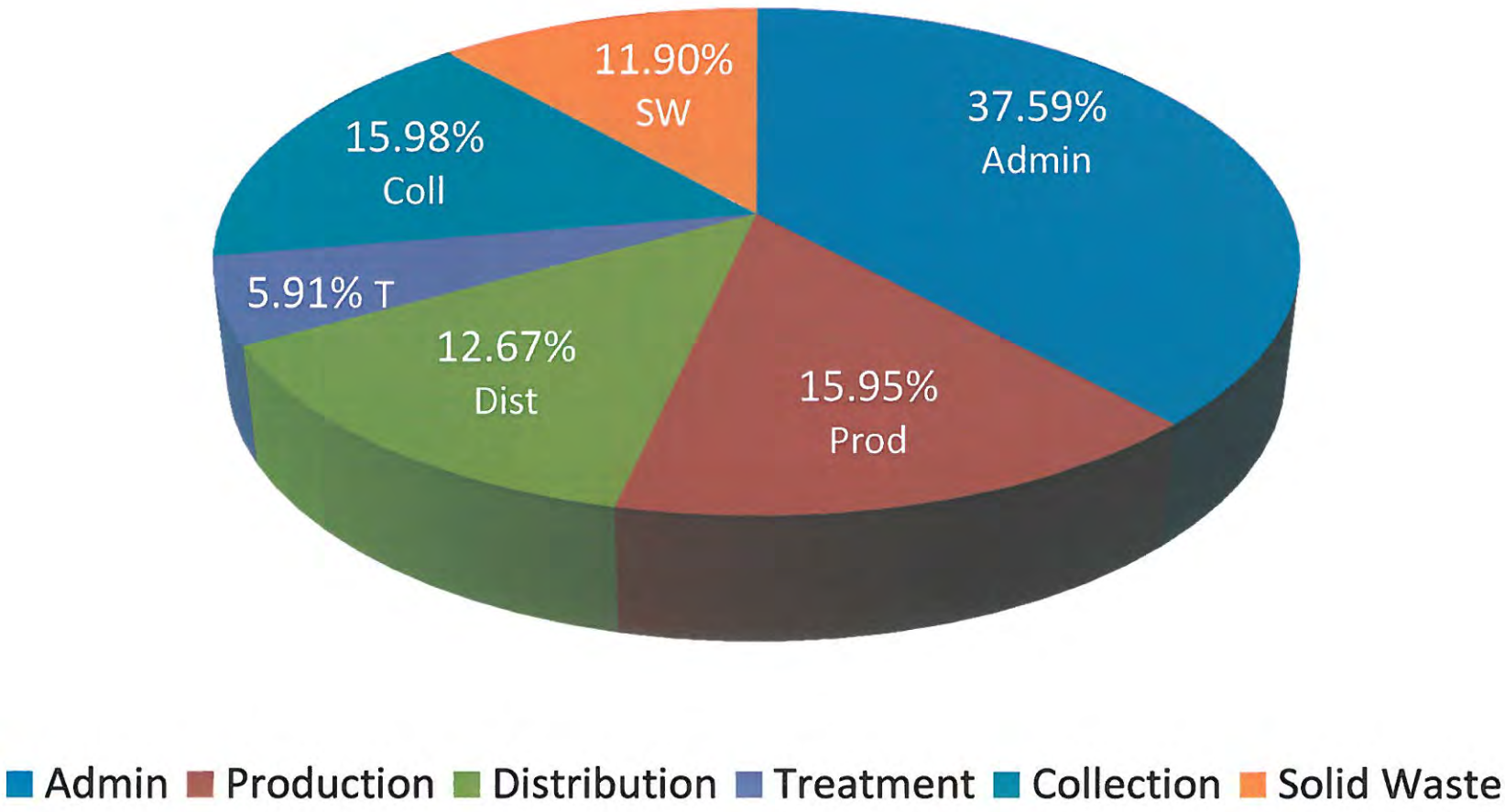
Operating Revenue	2nd Qtr. Ending 3/31/2016	FY 2016 Budget	% of Budget
Production	$ 1,436,036	$ 3,217,000	45%
WW Treatment	$ 1,099,189	$ 2,279,500	48%
Solid Waste	$ 401,784	$ 805,750	50%
Standby	$ 1,754	$ 1,500	117%
Interest	$ 2,913	$ 3,750	78%
Total	$ 2,941,676	$ 6,307,500	47%

COMPONENTS OF THE UTILITY FUND EXPENSE BUDGET

Operating Expenses	Expense Budget FY 2016
Admin	$ 1,989,500
Production	$ 844,250
Distribution	$ 670,250
Treatment	$ 312,750
Collection	$ 845,500
Solid Waste	$ 629,750
Total	$ 5,292,000

Utility Fund

Utility Fund Operating Expense Budget FY 2016



UTILITY FUND
2nd QUARTER
EXPENDITURE ANALYSIS

Utility Fund

Operating Expenses	2nd Qtr. Ending 3/31/2016	FY 2016 Budget	% of Budget
Admin	$ 1,024,691	$ 1,989,500	52%
Production	$ 390,229	$ 844,250	46%
Distribution	$ 243,112	$ 670,250	36%
WW Treatment	$ 157,122	$ 312,750	50%
Collection	$ 375,823	$ 845,500	44%
Solid Waste	$ 297,727	$ 629,750	47%
Total	$ 2,488,704	$ 5,292,000	47%

Questions

?

Item # 12

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Discuss, Consider and Take Action Regarding Awarding the Bid for Annual Seal Coating Project

---

At the last Council meeting, Council and staff discussed the need to continue to maintain the improved streets under the sealcoat procedure and Council authorized staff to begin the bidding process for this project.

These two areas cover 5.72 miles for North 2147 and 7.65 miles for South 2147 for a total of 13.37 miles.

Staff noticed and advertised under a competitive sealed bid process and the bid opening was on April 4 with only one bid submitted. Alpha Paving Industries, LLC for $323,257 for the 5.72 miles North of 2147 and $431,413 for the 7.65 miles for South of 2147 totaling $754,670.

Alpha Paving has been the contractor on the City's previous seal coating projects and staff has been pleased with their work.

Council action options would be to authorize the Mayor, City Manager and City Attorney to approve and execute a contract for only the area North of 2147 or for both areas North and South of 2147.

Enclosures: Alpha Paving Bid Proposal

City of Horseshoe Bay

Bid Opening April 4, 2016 8:30 a.m.

Street Sealcoating Project

	Bidder	North	South	Total	Bid Order
1	Alpha Paving Industries, LLC	323,257.00	431,413.00	754,670.00	1
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Unofficial

Teresa L. Moore
City Secretary
4/4/16 8:40

alpha paving INDUSTRIES LLC

Post Office Box 6565
Round Rock, Texas 78683
(512) 677-9001 office
(512) 677-9002 fax
www.alphapavingtexas.com

PROPOSAL

Date: 4/4/2016

Company: City of Horseshoe Bay
Contact: Tim Foran *tforan@horseshoe-bay-tx.gov*
Address: 1 Community Drive, Horseshoe Bay, TX 78657
Phone: 830-598-8741 *Fax:* (830) 598-2977

Project Name: North 2147 Sealcoat
Address: Horseshoe Bay, Texas 78657

Description	Quantity	Unit Price	Total
1 Liquid Road® Pavement Sealer *Clean pavement thoroughly using powered blowers and brooms* *Apply Liquid Road® Polymer Modified Fiber Reinforced Pavement Sealcoat* *Apply via 2 squeegee coats + 1 sprayed coat at a total rate of 0.60 GAL/SY* *Work to be done in full street width sections and phased for residents* ****Sealmaster Manufacturer Representative Oversight on ALL MATERIALS*	70,470 SY	$3.600 /SY	$ 253,692.00
2 Joint Sealing with Routing for Curbline *Remove all vegetation in curbline joint via hot air lance + apply weed killer* *Rout the curbline joint to create reservoir for sealant* *Seal joint using hot rubberized sealant and minimize coverage onto curb* **Note: We cannot guarantee against future vegetation growth*	60,400 LF	$1.100 /LF	$ 66,440.00
3 4.0" Full Depth Asphalt Repairs *Sawcut and remove failing asphalt and base to a depth of 4.0"* *Pave 4" of new Type B Hot Mix Asphalt in 2 lifts*	25 SY (5 Locations)	$125.000 /SY	$ 3,125.00

Subtotal	$ 323,257.00
No Sales Tax Upon Receipt of Tax Cert	
Grand Total	**$ 323,257.00**

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified otherwise. All materials and workmanship are guaranteed to be as specified. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workers Compensation Insurance. Alpha Paving will not be held liable for any damage to utilities buried less than 12 inches deep including private utilities and irrigation.

PROPOSAL ACCEPTANCE: The above prices, specifications, terms and conditions are accepted. Payment will be made in full within 14 days of completion of work without retainage held unless covered under separate contract. This proposal is valid for 30 days.

Authorized Signature _____ Printed Name _____ Title _____ Date _____

Thank you for the opportunity to bid this work for you!
Respectfully submitted by:

Scott Sneed
(512) 924-7651 mobile
scott@alphapavingtexas.com

PROPOSAL

alpha paving INDUSTRIES LLC

Post Office Box 6565
Round Rock, Texas 78683
(512) 677-9001 office
(512) 677-9002 fax
www.alphapavingtexas.com

Date: 4/4/2016

Company: City of Horseshoe Bay
Contact: Tim Foran *tforan@horseshoe-bay-tx.gov*
Address: 1 Community Drive, Horseshoe Bay, TX 78657
Phone: 830-598-8741 *Fax:* (830) 598-2977

Project Name: South 2147 Sealcoat
Address: Horseshoe Bay, Texas 78657

Description	Quantity	Unit Price	Total
1 Liquid Road® Pavement Sealer *Clean pavement thoroughly using powered blowers and brooms* *Apply Liquid Road® Polymer Modified Fiber Reinforced Pavement Sealcoat* *Apply via 2 squeegee coats + 1 sprayed coat at a total rate of 0.60 GAL/SY* *Work to be done in full street width sections and phased for residents* ****Sealmaster Manufacturer Representative Oversight on ALL MATERIALS*	94,280 SY	$3.600 /SY	$ 339,408.00
2 Joint Sealing with Routing for Curbline *Remove all vegetation in curbline joint via hot air lance + apply weed killer* *Rout the curbline joint to create reservoir for sealant* *Seal joint using hot rubberized sealant and minimize coverage onto curb* **Note: We cannot guarantee against future vegetation growth*	80,800 LF	$1.100 /LF	$ 88,880.00
3 4.0" Full Depth Asphalt Repairs *Sawcut and remove failing asphalt and base to a depth of 4.0"* *Pave 4" of new Type B Hot Mix Asphalt in 2 lifts*	25 SY (5 Locations)	$125.000 /SY	$ 3,125.00

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified otherwise. All materials and workmanship are guaranteed to be as specified. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workers Compensation Insurance. Alpha Paving will not be held liable for any damage to utilities buried less than 12 inches deep including private utilities and irrigation.

Subtotal	$ 431,413.00
No Sales Tax Upon Receipt of Tax Cert	
Grand Total	**$ 431,413.00**

PROPOSAL ACCEPTANCE: The above prices, specifications, terms and conditions are accepted. Payment will be made in full within 14 days of completion of work without retainage held unless covered under separate contract. This proposal is valid for 30 days.

Authorized Signature _____ Printed Name _____ Title _____ Date _____

Thank you for the opportunity to bid this work for you!
Respectfully submitted by:

Scott Sneed
(512) 924-7651 mobile
scott@alphapavingtexas.com

Item # 13

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Joe Morris, Fire Chief

Re: Discuss, Consider and Take Action Regarding Fire Engine Replacement Plan

---

During the March City Council Workshop approval was given to move forward with further consideration for two fire engines from Ferrara Fire Apparatus Inc. and to secure financing through Government Capital.

We are requesting approval of the enclosed resolution granting the City of Horseshoe Bay the authority to enter into a finance agreement with Government Capital Corporation and authorize the City Manager the authority to execute the agreement.

The purchase price of each engine is $493,436, for a total of $986,872. This will result in 10 annual payments of $115,332.10 with the first payment due in October 2017 (FY-18).

Upon approval of the resolution authorizing the City Manager to execute with concurrence of the City Attorney, the finance documents will be completed with an estimated closing date of April 27, 2016. After the funds are secured, we will begin the build process with Ferrara Fire Apparatus Inc. with an estimated delivery of both engines in January 2017.

Enclosures: Purchase quote from Ferrara Fire Apparatus LLC / Hall Buick GMC
Finance estimate through Government Capital
Finance Resolution
Sample Finance Agreement

HALL BUICK - GMC

Quote

Date	March 31, 2016
Valid Until	December 1, 2016
Quote #	11696-0022
Customer ID	

Customer:

Horseshoe Bay Fire Department

Quote/Project Description

Custom Pumper

Description	Line Total
Two-(2) Cinder Custom Pumpers: $513,696.00 x 2	1,027,392.00
Add Multi Unit Discount: -$5,000.00 x 2	(10,000.00)
Add 100% Pre Payment Discount: -$15,260.00 x 2	(30,520.00)

Special Notes and Instructions

Total $ **$986,872.00**

Above information is not an invoice and only an estimate of services/goods described above.

Thank you for your business!

GOVERNMENT CAPITAL
CORPORATION

April 12, 2016

Chief Joe Morris
City of Horseshoe Bay
Horseshoe Bay, Tx

Re: Apparatus Financing

Chief Morris,

We are pleased to offer the following financing option for the city's consideration:

Project Pricing Estimate:	$986,872
Financing Structure:	Public Property Finance Contract
Term:	10 Annual Payments
Payment Amount:	115,332.10
Rate:	2.69% fixed
Payments Commence:	10/15/2017

The above terms are subject to Bank Qualified status, underwriting approval and mutually acceptable documentation. Proposed funding considers the total cost of borrowing and may include call features. All terms subject to change if funding occurs more than 30 days from proposal date. Other terms and conditions apply.

Our team is prepared to discuss next steps if any of the options described above meet the requirements for the project. Please let me know if there are any questions.

Thank you for the opportunity.

Sincerely,

Ed King
Government Capital Corporation
(817) 722-0236 Office
(817) 319-1637 Cell
ed.king@govcap.com

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

CITY OF HORSESHOE BAY

RESOLUTION NO. RES_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS FOR POSSIBLE ACTION AUTHORIZING FINANCE FIRE APPARATUS

WHEREAS, the City of Horseshoe Bay (the "City") has determined to enter into a Financing Agreement with Government Capital Corporation ("GCC") for the purpose of financing fire apparatus; and

WHEREAS, a Financing Agreement (the "Agreement"), between the City and GCC will be prepared; and

WHEREAS, it is necessary to approve entering into the Agreement and to authorize the City Manager to execute and make other determinations pertinent to the Agreement, subject to the review and approval of the City's legal counsel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS:

1. The entering into the Agreement, together with such exhibits, attachments, additions, changes, modifications, and related matters as may be approved by the City's legal counsel, is hereby approved; and
2. The City Manager is authorized to execute the Agreement and approve all matters related thereto; and
3. The Agreement is designated a Qualified Tax-Exempt Obligation in accordance with Section 265(b)3 of the Internal Revenue Code of 1986, as amended.

The Resolution having come to a vote:

YEAS: _____ **NAYS:** _____ **ABSTAIN:** _____ **ABSENT:** _____

ADOPTED AND APPROVED on this 19th day of April, 2016 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____

Stephen T. Jordan, Mayor

ATTEST:

_____

Teresa L. Moore, TRMC
City Secretary

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No._____** (hereafter referred to as the "Finance Contract") is dated as of **March 29, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Horseshoe Bay**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from *Ferrara Fire* that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Contract Payment Due by check, wire transfer, or ACH only.

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

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

12. Assignment. Without GCC's prior written consent, the Issuer will not either ***(a)*** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or ***(b)*** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than $10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2016 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "*private activity bond*" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "*arbitrage bond*" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "*federally guaranteed*" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "*gross proceeds*" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the _____day of _____ in the year 2016.

Government Capital Corporation

_____
Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Horseshoe Bay

_____
Stan Farmer, City Manager
1 Community Drive
Horseshoe Bay, TX 78657

Witness Signature_____

Print Name _____

Print Title _____

SAMPLE

EXHIBIT A

Public Property Finance Act Contract **No.**_____ (THE "FINANCE CONTRACT")
By And Between
Government Capital Corporation and ***the Issuer,*** City of Horseshoe Bay
Dated as of March 29, 2016

QTY	DESCRIPTION
	Personal Property Property Cost: $1,022,122.00 Payback Period: Ten (10) Annual Payments
Two (2)	**Fire Apparatus**

SAMPLE

PROPERTY LOCATION:
1 Community Drive
Horseshoe Bay, TX 78657

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

Public Property Finance Act Contract **No.**_____ ("THE FINANCE CONTRACT")
BY AND BETWEEN
Government Capital Corporation and
the ***Issuer***: City of Horseshoe Bay
Schedule dated as of April 19, 2016

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	4/19/2017	114,229.56	26,631.00	87,598.56	N/A
2	4/19/2018	114,229.56	24,274.60	89,954.96	N/A
3	4/19/2019	114,229.56	21,854.81	92,374.75	N/A
4	4/19/2020	114,229.56	19,369.93	94,859.63	N/A
5	4/19/2021	114,229.56	16,818.21	97,411.35	N/A
6	4/19/2022	114,229.56	14,197.84	100,031.72	N/A
7	4/19/2023	114,229.56	11,506.99	102,722.57	N/A
8	4/19/2024	114,229.56	8,743.75	105,485.81	N/A
9	4/19/2025	114,229.56	5,906.18	108,323.38	N/A
10	4/19/2026	114,229.56	2,992.29	111,237.27	0.00
	Grand Totals	1,142,295.60	152,295.60	990,000.00	

Interest Rate: 2.99%

SAMPLE

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.**_____ (THE "FINANCE CONTRACT")
By And Between
Government Capital Corporation and ***the Issuer,*** City of Horseshoe Bay
Dated as of March 29, 2016

I, Teresa Moore, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Horseshoe Bay, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No._____, between City of Horseshoe Bay (the "Issuer") and Government Capital Corporation ("GCC").

Name	Title	Signature
Stan Farmer	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2016.

By: _____
Teresa Moore, City Secretary

SAMPLE

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No._____

I have examined the Public Property Finance Act Contract No._____ (the "Finance Contract") between the City of Horseshoe Bay (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Horseshoe Bay of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No._____.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;

2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and

3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

SAMPLE

GOVERNMENT CAPITAL
CORPORATION

345 MIRON DRIVE SOUTHLAKE, TEXAS 76092 817 421 5400
WWW.GOVCAP.COM

As you may be aware, during the 84th Regular Legislative Session, the Texas Legislature passed House Bill 1295 ("HB1295") which creates a new reporting process effective for governmental contracts executed on and after January 1, 2016. Pursuant to the rules promulgated by the Texas Ethics Commission ("TEC"), GCC is required to submit the enclosed "Certificate of Interest Parties" form (Form 1295). This form has been signed and notarized by GCC and as required under the rules, has also been filed electronically with the TEC.

Under the TEC's rules, you are required to acknowledge receipt of this Form 1295 on the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). At this web site, you will find further background on HB1295 and your reporting responsibilities, including instructions on how to log in to the TEC's web portal, frequently asked questions and on-line tutorials. We encourage you to log on and acknowledge receipt of the attached form at your earliest convenience. Pursuant to the TEC's rules, you are required to file the electronic acknowledgment within 30 days after the date of the financing contract.

Should you have further questions about HB1295, we encourage you to contact a representative at GCC or your legal counsel.

SAMPLE

Item # 14

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

From: Jeffrey A. Koska, Community Services Director

RE: Update on West Water Plant Expansion Project

The West Water Treatment Plant Expansion Project has been in design phase for the past 10 months. Construction phase of the project is scheduled to begin with advertising for bids in June 2016. As it is getting close to beginning the construction phase of this project it prudent to update the Council on the original basis and status of this multi-year project.

The existing treatment system is a one million gallons per day conventional package plant installed in 2001. The plant produced good quality water over the past 15 years, but has had maintenance and operational issues that required many overtime hours. The plant also was not able to effectively treat high turbid lake waters on occasion and was turned off after flood events to ensure best treated water was produced. Central Water Membrane Plant water was utilized during flood events as it provided a higher level of treatment. The demand in HSB West exceeds the current capacity of the West Plant by more than 50% during peak summer months and as a result receives supplemental water from the Central Water Plant through a transmission main connecting the two areas.

In 2015 the Council authorized capacity expansion and upgrade of this plant to membrane technology. This project presents significant challenges in retrofitting the existing site to accommodate construction while keeping the existing facilities operational. The City's Engineer, Equipment Vendors and City Staff have worked extensively to ensure effective fit within the existing building and on the confined site. In February the Engineer's design work was submitted to TCEQ for review and comments. TCEQ had 90 days to review the plans and request additional information if required to complete the review. The design review was completed on April, 7th and an approval letter for the project from TCEQ is expected by the end of April. In conjunction Staff and Engineer have been working to complete all material and equipment specifications that will be included for bidding the project.

The City has advertised for qualifications of interested contractors and will pre-qualify all capable and experienced contractors to bid the project as a General Contractor. This process will be completed by the end of April. Staff expects to begin bidding the project throughout the month of June and make a recommendation to award the project to a qualified General Contractor to Council at the July 19, 2016 Council Meeting. Construction will begin in late August and is expected to take one year to complete ending in July 2017. Total project cost is estimated to be 4.0 Million dollars.

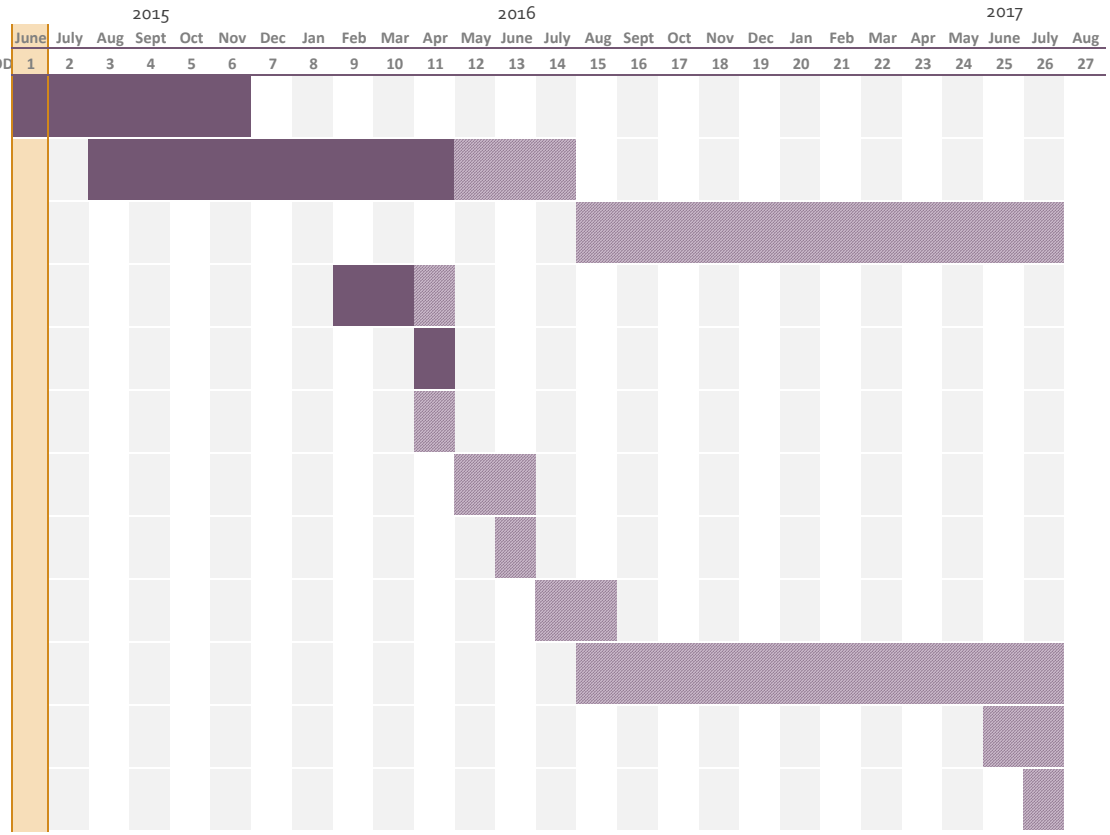
Enclosure: Engineer's Estimated Project Schedule

West Water Plant

Period Highlight: 1

Plan | Actual | % Complete | Actual (beyond plan)

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE
Preliminary Engineering	1	6	1	6	**100%**
Design Engineering	3	12	3	12	**80%**
Construction/Inspection Engineering	15	12	15	12	**0%**
TCEQ Plan Review	9	3	9	3	**95%**
Publish Notice of RFQ of Bidders	11	1	11	1	**50%**
Evaluate Prequalified Bidders	11	1	11	1	**0%**
Bidding of Project/Evaluation of Bids	12	2	12	2	**0%**
Award Contract at July 19th Council	13	1	13	1	**0%**
Sign Contracts/Bonds/Mobilization	14	2	14	2	**0%**
Construction Start	15	12	15	12	**0%**
Substantial Completion & Punch Lis	25	2	25	2	**0%**
Final Completion Inspection	26	1	26	1	**0%**



Item # 15

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric W. Winter, Development Services Director

RE: Public Hearing, Discuss, Consider and Take Action Regarding Approval of the Preliminary and Final Plat of Trails End Section One-B and Section Two-B, a Replat of Trails End Sections One-A and Two-A. The purpose of the Replat is to Combine Each Lot with a Portion of Common Area to Create Larger Lots for all Lots in Trails End Subdivision. (700 Block of Trails Parkway and the 100 Block of Christine Circle in The Trails)

This replat is located on both sides of The Trails Parkway and fronting along all of Christine Circle in The Trails. The purpose of the replat is to combine the existing lots with all of the Common Area to create a larger lot for each lot. All of the property owners in Trails End have joined in the replat. Several lots have been combined with other lots reducing the total number of lots from 30 to 26. There will be no Common Area left after the replat is approved. Although Section 14.02.413 of Zone 11 The Trails states that there are no setbacks in Trails End, it also states that setbacks will be those shown on the plat, and this replat establishes setbacks for these lots.

Staff has determined this application to be administratively complete for forwarding to City Council for review. Don Sherman has been authorized by the owner of the property to act on his behalf.

A copy of an aerial photograph, a zoning map, a copy of the final replat, and a copy of the original plat with the lots highlighted are included in the Council's agenda packet. Original copies of the preliminary replat and the final replat and all supporting information for this application is available for review in Development Services.

Public notices have been sent to property owners within 200 feet of these lots, and no responses have been received. Staff is not aware of any objections to this replat and recommends approval of both the preliminary replat and the final replat.

Enclosures:
- Aerial Photograph
- Zoning Map
- Final Replat
- Original Plat with Lots Highlighted
- Staff Review Comments

PRELIMINARY &
FINAL PLAT OF
TRAILS END
SECTION ONE-B &
SECTION TWO-B

ZONING

- A1 RECREATION
- C2 COMMERCIAL
- GH GARDEN HOME
- GUI INSTITUTIONAL, GOVT
- M1 MOBILE HOME
- R1 SINGLE FAMILY RESIDENTIAL
- R2 DUPLEX
- R4 MULTI-FAMILY TOWNHOME
- R6 MULTI-FAMILY TOWNHOME
- LA LAKE
- REPLAT

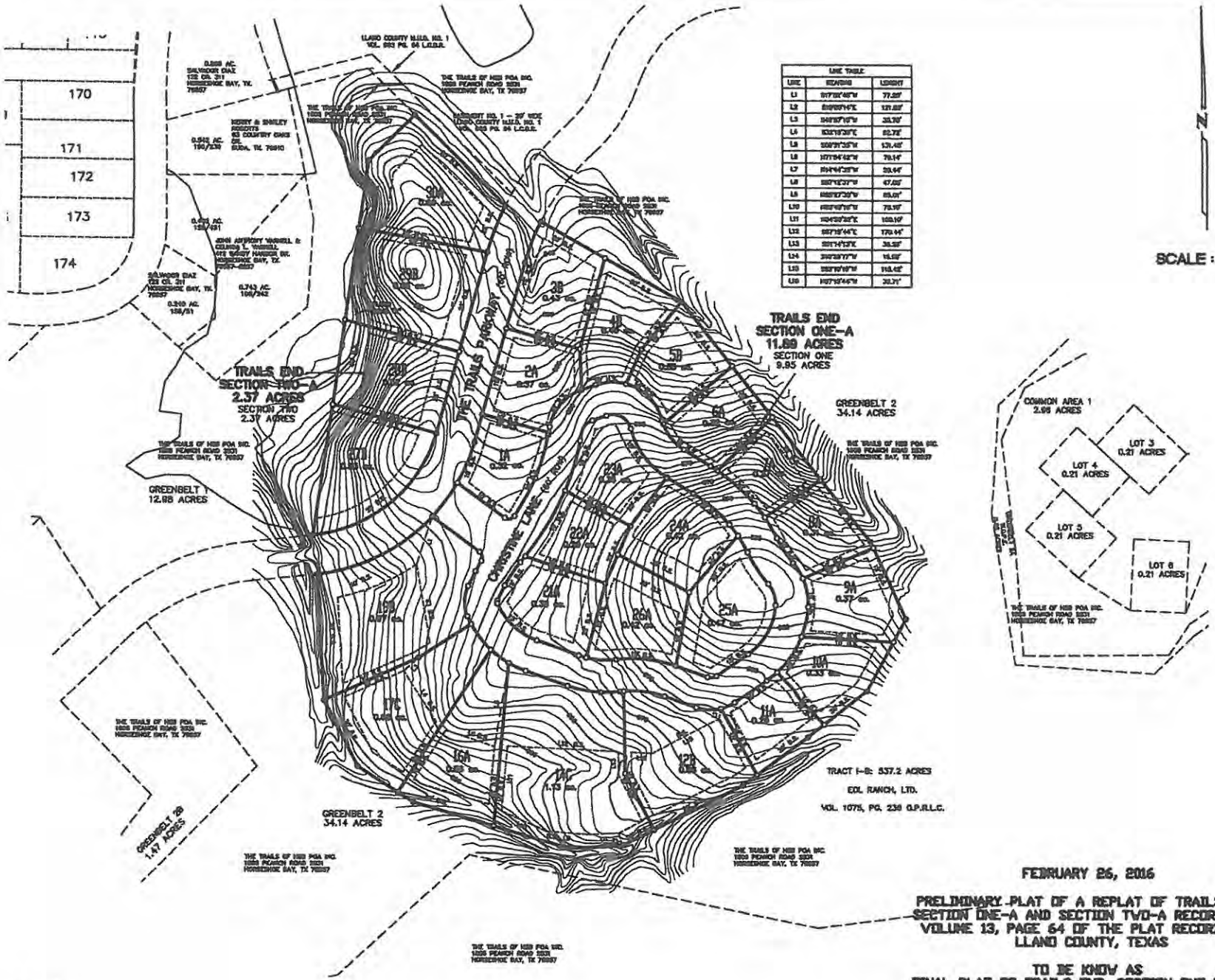
N

0 70 140 280 Feet

PRELIMINARY &
FINAL PLAT OF
TRAILS END
SECTION ONE-B &
SECTION TWO-B

N

0 70 140 280 Feet



LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°52'45"W	77.25'
L2	S10°00'14"E	131.02'
L3	S41°57'15"W	33.70'
L4	S32°15'33"E	52.72'
L5	S59°31'33"W	131.42'
L6	N71°54'42"W	79.14'
L7	N14°14'25"W	33.44'
L8	S57°12'31"W	47.02'
L9	N65°57'33"W	65.01'
L10	N52°47'15"W	75.15'
L11	N34°33'32"E	100.10'
L12	S57°15'14"E	170.44'
L13	S51°14'13"E	35.25'
L14	S41°33'17"W	15.02'
L15	S52°15'15"W	115.42'
L16	N57°15'44"W	30.71'

FEBRUARY 26, 2016

PRELIMINARY PLAT OF A REPLAT OF TRAILS END, SECTION ONE-A AND SECTION TWO-A RECORDED IN VOLUME 13, PAGE 64 OF THE PLAT RECORDS OF LLANO COUNTY, TEXAS

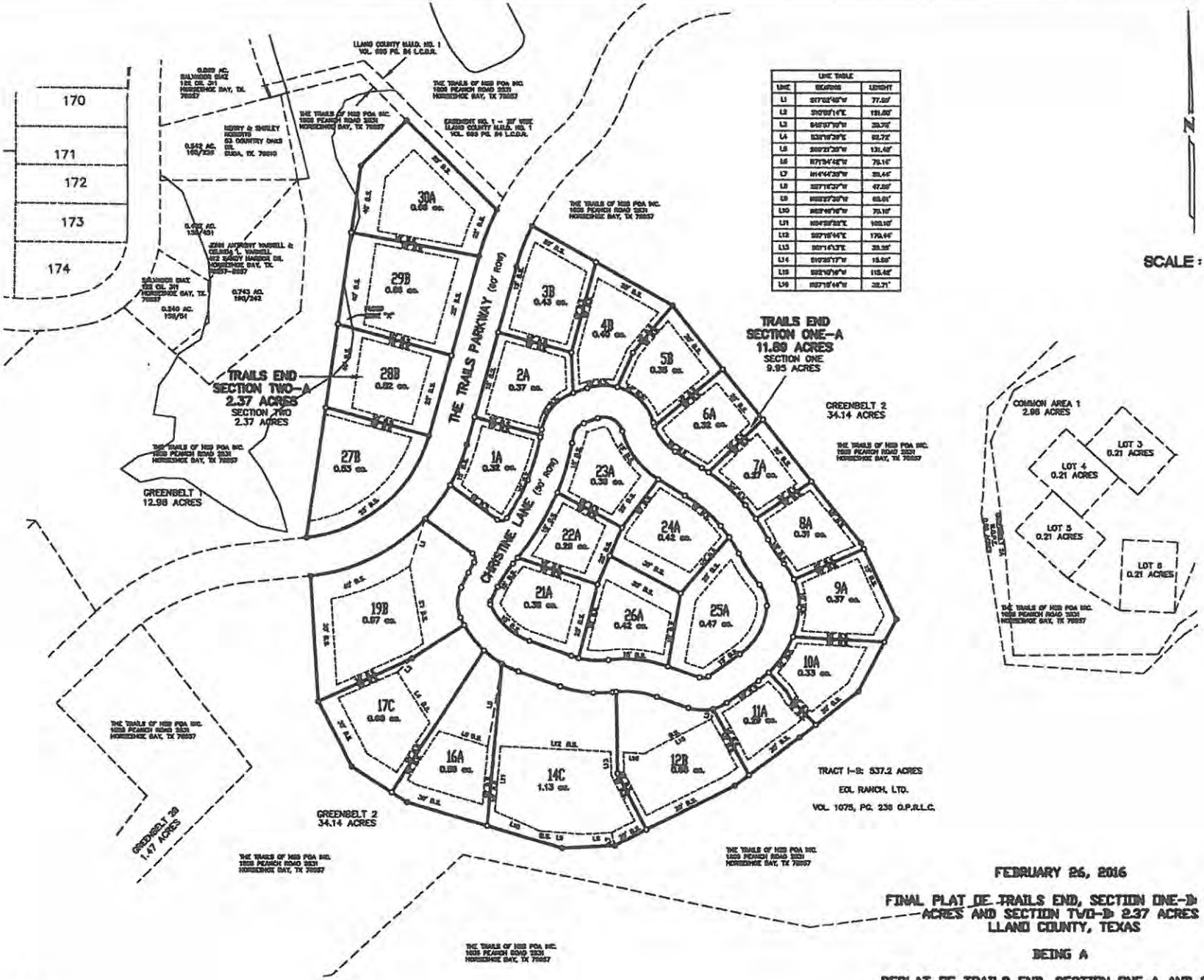
TO BE KNOW AS
FINAL PLAT OF TRAILS END, SECTION ONE-B 11.89 ACRES AND SECTION TWO-B 2.37 ACRES
LLANO COUNTY, TEXAS

SHEET 8 OF 8

Willis-Sherman Associates, Inc.
LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3363 FAX (830) 693-5362

OFFICE D.WILLIS	JOB NO. 13072
FIELD J.MARTINKA	FIELD BOOK NO. N/A

P:\LAND PROJECTS 2013\13072 REPLAT TRAILS END\dwg\BUILDING SET BACK SHEET.dwg2016/04/07 12:57pm Dan



LINE TABLE		
LINE	BEARING	LENGTH
L1	S17°02'48"W	77.80'
L2	S10°05'14"E	131.80'
L3	S45°07'18"W	20.70'
L4	S32°18'38"E	62.72'
L5	S69°23'20"W	131.40'
L6	N71°34'42"W	79.16'
L7	N14°44'38"W	20.44'
L8	S27°15'37"W	47.20'
L9	N62°27'30"W	63.61'
L10	N52°46'18"W	70.10'
L11	N34°58'32"E	103.10'
L12	S27°15'44"E	170.44'
L13	S01°14'37"E	20.20'
L14	S10°35'17"W	15.56'
L15	S52°10'18"W	115.42'
L16	N57°15'44"W	22.71'

FEBRUARY 26, 2016

FINAL PLAT OF TRAILS END, SECTION ONE-A 11.89 ACRES AND SECTION TWO-A 2.37 ACRES
LLANO COUNTY, TEXAS

BEING A

REPLAT OF TRAILS END, SECTION ONE-A AND SECTION TWO-A RECORDED IN VOLUME 13, PAGE 64 OF THE PLAT RECORDS OF
LLANO COUNTY, TEXAS

SHEET 8 OF 8

Willis-Sherman Associates, Inc.
LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3369 FAX (830) 693-3363

OFFICE D.WILLIS FIELD J.MARTINKA	JOB NO. 13072 FIELD BOOK NO. N/A

P:\LAND PROJECTS 2013\13072 REPLAT TRAILS END\dwg\BUILDING SET BOOK 3863\Amp2016\04\07\13072fm.dwg

02-2015

STATE OF TEXAS:
COUNTY OF LLANO:

KNOW ALL MEN BY THESE PRESENTS: That EOL RANCH, LTD., being the owner of Trails End and Greenbelt 2 recorded in Volume 13 Page 33 Llano County Plat Records and being out of the Leal Mercer Survey No. 2, Abstract No. 505, do hereby join in the dedication of the attached plat to be known as "REPLAT OF TRAILS END", on the official plat of same, and hereby dedicate to the use of the property owners hereof forever all streets, alleys, parks, watercourses, drains, and easements hereon shown for the purpose and consideration therein expressed and also does hereby dedicate all streets and rightsways shown hereon to the use of Llano County MUD No. 1 and Lake LBJ MUD.

WITNESS OUR HAND this 8 day of April, 2002.

MIKE SULLIVAN, MANAGING PARTNER OF EOL RANCH, LTD
P.O. BOX 5923
HORSESHOE BAY, TEXAS 78657

STATE OF TEXAS:
COUNTY OF LLANO:

Before me, on and for said County and State, on this day personally appeared Mike Sullivan, Managing Partner of EOL Ranch, LTD., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that the same was for the act of said Corporation and that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of APRIL, 2002.

Notary Public in and for the State of Texas

STATE OF TEXAS:
COUNTY OF LLANO:

The attached plat of Trails End Volume 13 Page 33 Llano County Plat Records and being out of the Leal Mercer Survey No. 2, Abstract No. 505, known as "REPLAT OF TRAILS END", was found to comply with the Statutes and laws of the State of Texas and was approved for filing thereof in the Plat Records of Llano County, Texas.

TO CERTIFY WHICH, witness my hand as County Judge of Llano County, Texas, this 10th day of April, 2002.

ATTEST:
Beth Dee Hoy, County Clerk, Llano County, Texas

J. P. Stephens, County Judge, Llano County, Texas

STATE OF TEXAS:
COUNTY OF LLANO:

I, Beth Dee Hoy, County Clerk of Llano County, do hereby certify that the foregoing instrument with its Certificate of Authentication was filed for record on this day of 30 April 2002, at 3:00 o'clock P.M. in Volume 13 Page 64 of the Llano County Plat Records.

WITNESS MY HAND AND OFFICIAL SEAL this 30 day of April, 2002.

Beth Dee Hoy, County Clerk, Llano County, Texas

STATE OF TEXAS:
COUNTY OF LLANO:

I, F. L. Thompson, County Surveyor of Llano County, Texas, have checked the accompanying plat of "REPLAT OF TRAILS END", and hereby affirm that it does meet all of the requirements of Llano County, Texas.

WITNESS MY HAND AND OFFICIAL SEAL this 25TH day of April, 2002.

F. L. Thompson, County Surveyor/ Llano County, Texas

STATE OF TEXAS:
COUNTY OF LLANO:

I, Donald Sherman, a registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of "REPLAT OF TRAILS END", was prepared from survey made on the ground under my supervision, and that said plat is a true and correct representation of same as I located its component parts on the ground. [illegible] Rules of Practice of Rule 661.17 by the Texas Board of Professional Land Surveyors.

WITNESS MY HAND AND OFFICIAL SEAL this 12th day of April, 2002.

Donald Sherman, R.P.L.S. No. 1877

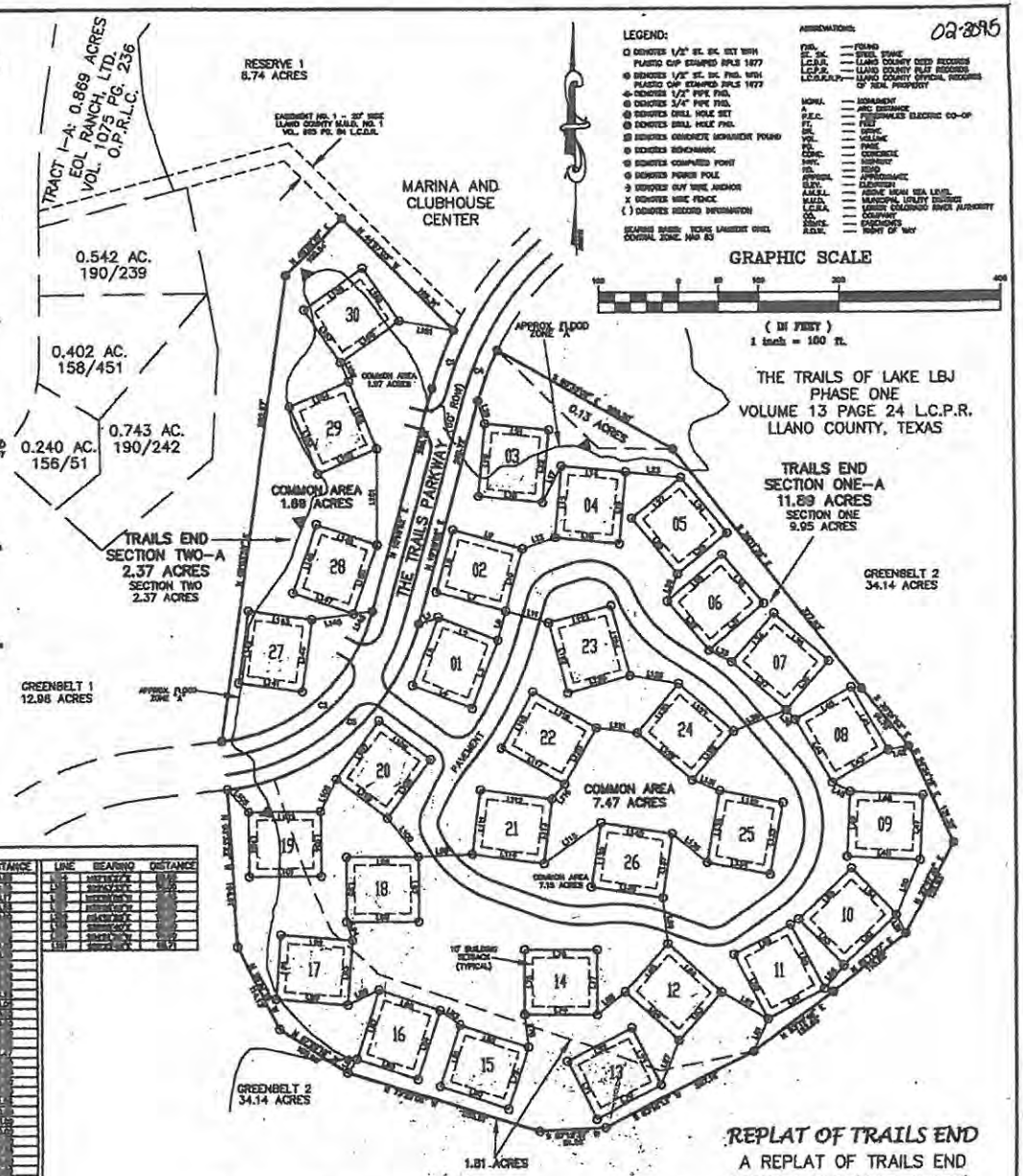
STATE OF TEXAS
DONALD SHERMAN
1877
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF LLANO:

The attached plat of "REPLAT OF TRAILS END", was found to comply with the requirements of the Lake LBJ M.U.D., and was approved for filing in the plat Records of Llano County, Texas.

TO CERTIFY WHICH, witness my hand as District General Manager this 15 day of April, 2002.

Doyle R. Wyatt, District General Manager



LEGEND:

- ○ DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
- ● DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED RPLS 1877
- DENOTES 1/2" PIPE FND.
- DENOTES 3/4" PIPE FND.
- DENOTES DRILL HOLE SET
- DENOTES DRILL HOLE FND.
- DENOTES CONCRETE MONUMENT FOUND
- DENOTES BENCHMARK
- DENOTES COMPUTED POINT
- DENOTES POWER POLE
- DENOTES GUY WIRE ANCHOR
- X DENOTES WIRE FENCE
- ( ) DENOTES RECORD INFORMATION

BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83

ABBREVIATIONS:

FND.	— FOUND
ST. SK.	— STEEL STAKE
L.C.R.R.	— LLANO COUNTY DEED RECORDS
L.C.P.R.	— LLANO COUNTY PLAT RECORDS
L.C.O.R.O.P.R.	— LLANO COUNTY OFFICIAL RECORDS OF REAL PROPERTY
MONU.	— MONUMENT
A	— ARC DISTANCE
P.E.C.	— PEDERNALES ELECTRIC CO-OP
FT.	— FEET
DR.	— DRIVE
VOL.	— VOLUME
PG.	— PAGE
CONC.	— CONCRETE
MON.	— MONUMENT
RD.	— ROAD
APPROX.	— APPROXIMATE
ELEV.	— ELEVATION
A.M.S.L.	— ABOVE MEAN SEA LEVEL
M.U.D.	— MUNICIPAL UTILITY DISTRICT
L.C.R.A.	— LOWER COLORADO RIVER AUTHORITY
CO.	— COMPANY
EASEMENT	— EASEMENTS
R.O.W.	— RIGHT OF WAY

CURVE TABLE

CURVE	DIRECTION	CHORD	LENGTH	DELTA	RADIUS
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

FLOOD INFO:

THE PROPERTY SHOWN HEREON IS WITHIN ZONE "A" AND ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS SHOWN ON THE LLANO COUNTY "FIRM", MAP NUMBER 481234 0005 B, DATED SEPTEMBER 18, 1991.

NOTE:

1.) THE BASIS OF BEARINGS OF THIS SUBDIVISION IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83.

2.) THIS PLAT HEREIN INCLUDES AND SERVES THE PLACE OF THAT CERTAIN TRAILS END, RECORDED IN VOLUME 13 PAGE 33 OF THE LLANO COUNTY PLAT RECORDS.

3.) POTABLE WATER FOR EACH LOT SHALL BE PROVIDED BY LAKE LBJ MUD.

4.) WASTE WATER TREATMENT FOR EACH LOT SHALL BE PROVIDED BY LAKE LBJ MUD.

5.) THE ROADS WITHIN THIS SUBDIVISION WILL BE MAINTAINED BY THE TRAILS OF LAKE LBJ PROPERTY OWNERS ASSOCIATION, INC.

6.) ALL LOTS WITHIN SECTION ONE-A AND TWO-A 0.17 ACRES.

REPLAT OF TRAILS END

A REPLAT OF TRAILS END SECTION ONE (9.95 ACRES), SECTION TWO (2.37 ACRES) AND A 1.94 ACRE PORTION OF GREENBELT 2, 34.14 ACRE WATER QUALITY CONSERVATION EASEMENT OF TRAILS END VOLUME 13 PAGE 33 L.C.P.R. LLANO COUNTY, TEXAS

THE TRAILS OF LAKE LBJ
PHASE ONE
VOLUME 13 PAGE 24 L.C.P.R.
LLANO COUNTY, TEXAS

VOL. 13, PG. 64

Willis-Sherman Associates, Inc.
LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3805 FAX (830) 693-5302

OFFICE M. LEONARDO FIELD D. WILLIS	JOB NO. 10344 FIELD BOOK NO. 2001-4

April 19, 2016

RE: Public Hearing, Discuss, Consider and Take Action Regarding Approval of the Preliminary and Final Plat of the Replat of Trails End Sections One and Two. The purpose of the Replat is to Combine Each Lot with a Portion of Common Area to Create Larger Lots for all Lots in Trails End Subdivision. (700 Block of Trails Parkway and the 100 Block of Christine Circle in The Trails)

Staff Review Comments:

The following items need to be addressed before approval of both the preliminary replat and the final replat:

1. **Add the Declarant Signature Block.**
2. **Change: Persons to Person in the POA Notary Signature Block.**
3. **Change: Owners to Owner, us to it and add capital letters to Limited Liability Corporation in the Brauel Properties Signature Block.**
4. **Change: They to He in the Brauel Properties Notary Signature Block.**
5. **Change: Owners to Owner in the Ira Chasnoff Signature Block.**
6. **Change: Us to Me and FortWorth to Fort Worth in the Kathleen S. Vargo Signature Block.**
7. **Change: They to She in the Kathleen S. Vargo Notary Signature Block.**
8. **Change: Lenght to Length on all of the Tables.**
9. **Change: Two -A to Two-A in the 1st line of the Section Two-A Field Notes.**
10. **Change: Christine Lane to Christine Circle on the plat drawings on Sheets 7 & 8 of 8.**
11. **Relocate: The Line Table on Sheet 8 to Sheet 6 of 8.**
12. **Add: Setbacks are as Shown - below the Scale on Sheet 8 of 8.**
13. **Blacken in: Trails End Section Two-A on the Vicinity Map.**

Item # 16

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric Winter, Development Services Director

RE: Consider, Discuss and Take Action Regarding the Preliminary Plat and Final Plat of Hidden Coves, a 21 Lot Subdivision With 19 Garden Home Lots, including 1 Garden Home Lot For Future Development and 2 LA Lake Area Lots - To Be Zoned Mixed Use Garden Home Lake Area Planned Development - MU-GH-LA PD (10.43 Acre Area On The East Side Of Faultline Dr., Across From Nichola Gay, North And South Of Diagonal Dr, And North of Lost Echo)

This request is for preliminary plat and final plat approval for a 21 lot subdivision located on the east side of Faultline Dr., across from Nichola Gay, north and south of Diagonal Dr, and north of Lost Echo. The purpose of the plat is to create 19 garden home lots, including 1 large garden home lot for future development and 2 lake access lots for boat slips/boat docks for lots that do not have water access. The property is vacant and is zoned C-2 General Commercial, R-4 Multi-Family Residential, R-2 Duplex and LA Lake Area. The proposed zoning for the Hidden Coves Planned Development is Mixed Use Garden Home Lake Area Planned Development (MU-GH-LA PD). The Planned Development Ordinance was originally scheduled to be on this same agenda, but insufficient legal notice was provided because the map showing the zoning changes for the new lots was not included, so it will be on the May 3 P&Z meeting agenda.

Staff has determined this application to be administratively complete for forwarding to the Council for review and action. Don Sherman has been authorized by the property owner to act on his behalf.

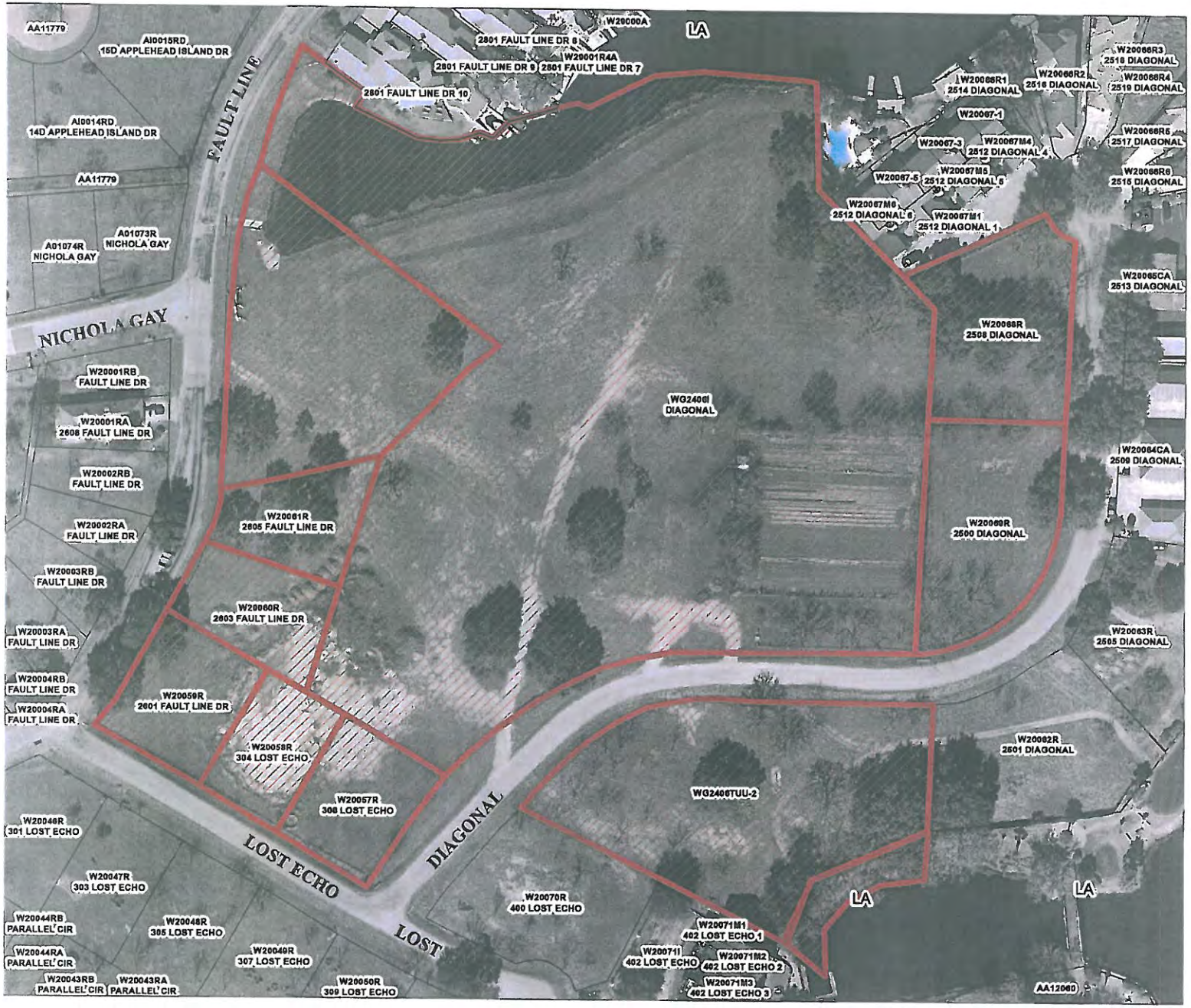
An aerial photograph, a zoning map, the preliminary plat, and the final plat are included in the Commission's agenda packet. Original copies of the preliminary and final plat and all supporting information for this application are available for review in Development Services.

Staff is aware of some possible concerns regarding the Hidden Coves Planned Development, of which the plat is a part, as several area residents contacted staff regarding the public notice (for the Planned Development rezoning, which at that time included an R-4 Multi-Family tract for future development) and asked for more details about the project. Other concerns included the project would negatively impact the integrity and quality of life enjoyed by current owners and increases in road and cove traffic would also have negative impacts. See attached letter from William Harrison, Jr.

The preliminary and final plats can only be objected to based on technical errors in the plats themselves. The Planning and Zoning Commission at its meeting on April 5, 2016 recommended that Council approve both the preliminary and final plat with 12 staff review comments, all of which have since been corrected. Staff also recommends approval of both plats.

Enclosures: **Aerial Photograph**
Zoning Map
Preliminary Plat
Final Plat
Staff Review Comments
Letter from William Harrison, Jr.

PRELIMINARY AND FINAL
SUBDIVISION PLAT
HIDDEN COVES
PLAT W36.3



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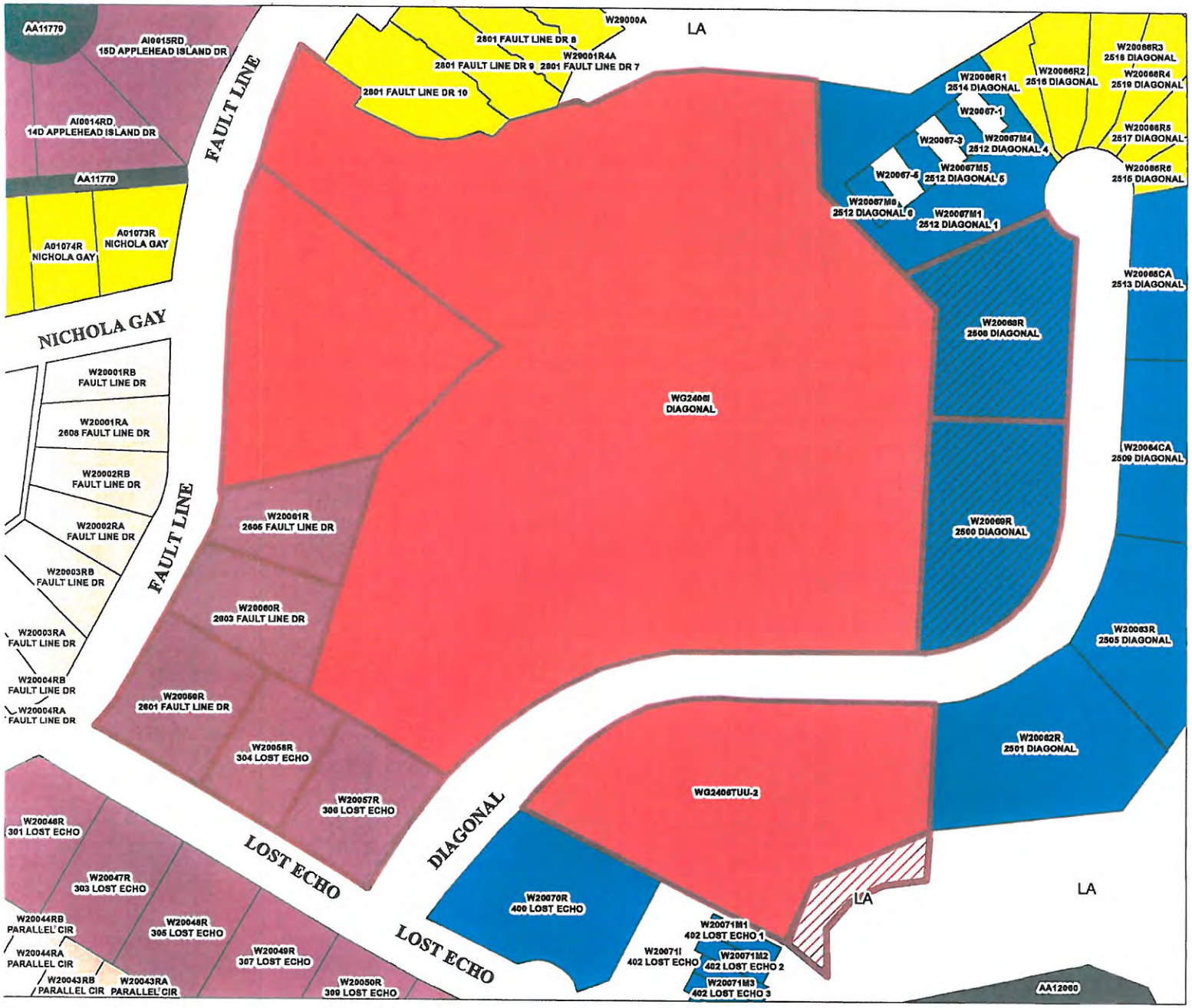


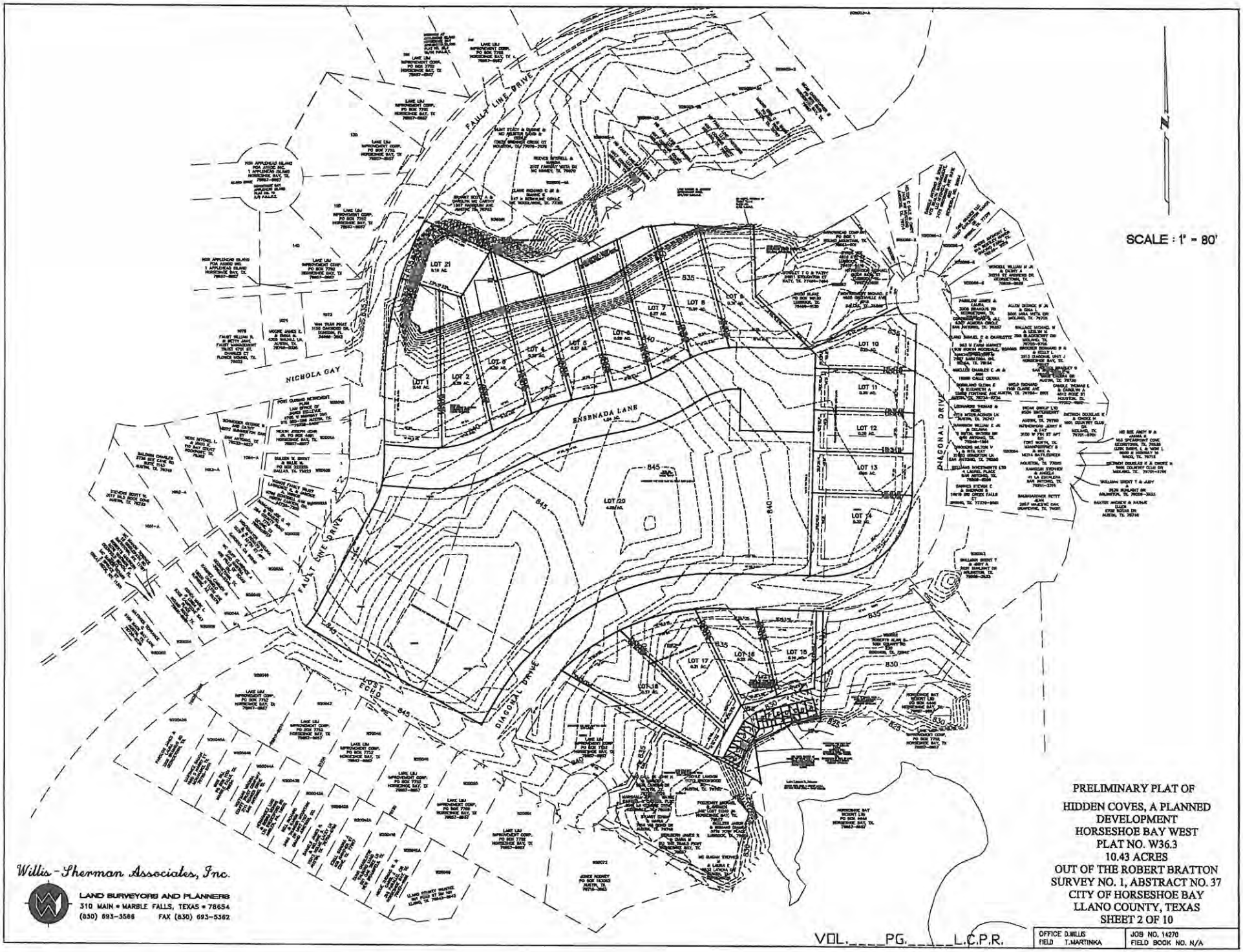
PRELIMINARY AND FINAL
SUBDIVISION PLAT
HIDDEN COVES
PLAT W36.3

ZONING

- SUBDIVISION PLAT
- A1 RECREATION
- C2 COMMERCIAL
- GH GARDEN HOME
- GUI INSTITUTIONAL, GOVT
- M1 MOBILE HOME
- R1 SINGLE FAMILY RESIDENTIAL
- R2 DUPLEX
- R4 MULTI-FAMILY TOWNHOME
- R6 MULTI-FAMILY TOWNHOME
- LA LAKE

N

0 40 80 160 Feet



PRELIMINARY PLAT OF

HIDDEN COVES, A PLANNED DEVELOPMENT
HORSESHOE BAY WEST
PLAT NO. W36.3
10.43 ACRES
OUT OF THE ROBERT BRATTON SURVEY NO. 1, ABSTRACT NO. 37
CITY OF HORSESHOE BAY
LLANO COUNTY, TEXAS
SHEET 2 OF 10

VOL.____PG._____L.C.P.R.

OFFICE D.WILLIS FIELD T.MARTINKA	JOB NO. 14270 FIELD BOOK NO. N/A

Willis-Sherman Associates, Inc.
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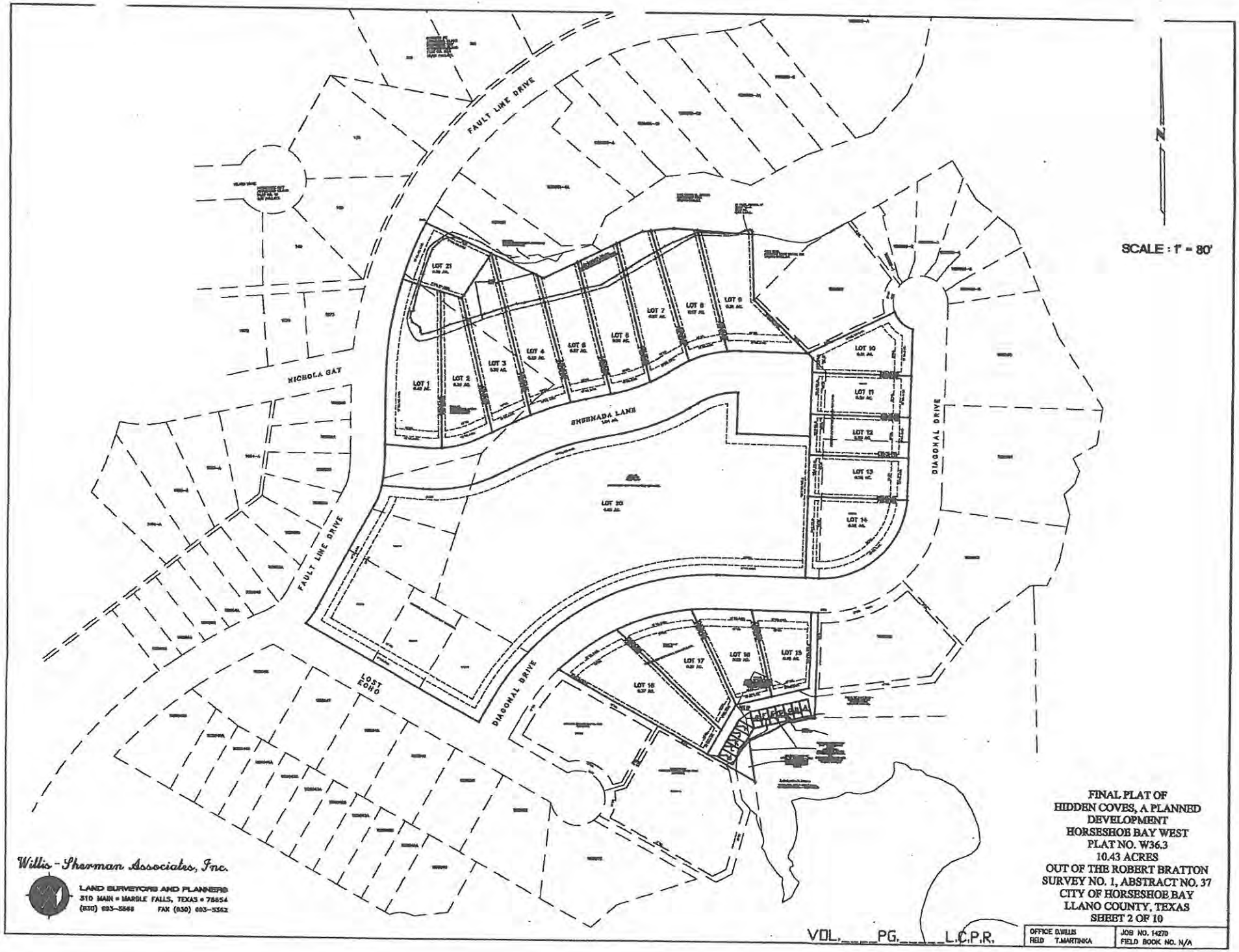
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5362



Willis - Sherman Associates, Inc.

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(830) 693-5548 FAX (830) 693-5362

FINAL PLAT OF
HIDDEN COVES, A PLANNED
DEVELOPMENT
HORSESHOE BAY WEST
PLAT NO. W36.3
10.43 ACRES
OUT OF THE ROBERT BRATTON
SURVEY NO. 1, ABSTRACT NO. 37
CITY OF HORSESHOE BAY
LLANO COUNTY, TEXAS
SHEET 2 OF 10

VOL._____PG._____L.C.P.R.

OFFICE D.WILLIS FIELD T.MARTINKA	JOB NO. 14270 FIELD BOOK NO. N/A

Eric Winter

From: Bill Harrison Jr. [billh@txassocsa.com]
Sent: Tuesday, April 05, 2016 4:32 PM
To: 'ewinter@horseshoe-bay-tx.gov'
Subject: Hidden Coves Planed Development etal

Eric:

Thank you for the opportunity to send this note on behalf of our family that owns property in Horseshoe Bay, and according the letter I received we are within 200 feet of the 10.43 acres in question for development.

Our family has owned property here for 8 years and we would like to go on record in opposition to the proposed development and any proposed rezoning of this property.

There is a reason that families like ours and our neighbors have invested in property on this part of Lake LBJ. It is to escape the commercialization and excessive development that has occurred in other areas around the lake. In our opinion, the integrity and quality of life enjoyed by current owners would be significantly impacted (negatively) by the Hidden Coves Development. The street and road infrastructure would be negatively impacted as well. Further we have great concerns specific to the increased traffic count, increased boat traffic, environmental impact on the coves surrounding the proposed development, as well as the interruption of the landscape that is a part of why we purchased property in Horseshoe Bay West.

Bottom line.....if we want to be surrounded by a bunch of garden style homes and a landscape of roof tops, we would have bought property closer to the marina.

Because of these issues we believe the proposed rezoning and development would negatively impact our property values. Please have this notice placed on record and please contact me if you have any additional questions.

Thank you for the opportunity to express our concerns.

Regards,

William E. Harrison Jr.
President
TASA Risk Solutions
70 N.E. Loop 410, Suite 520
San Antonio, Texas 78216
(p) 210.798.4917 ext 114 (c.)210.213.2922 (f) 210.579.2700
billh@txassocsa.com

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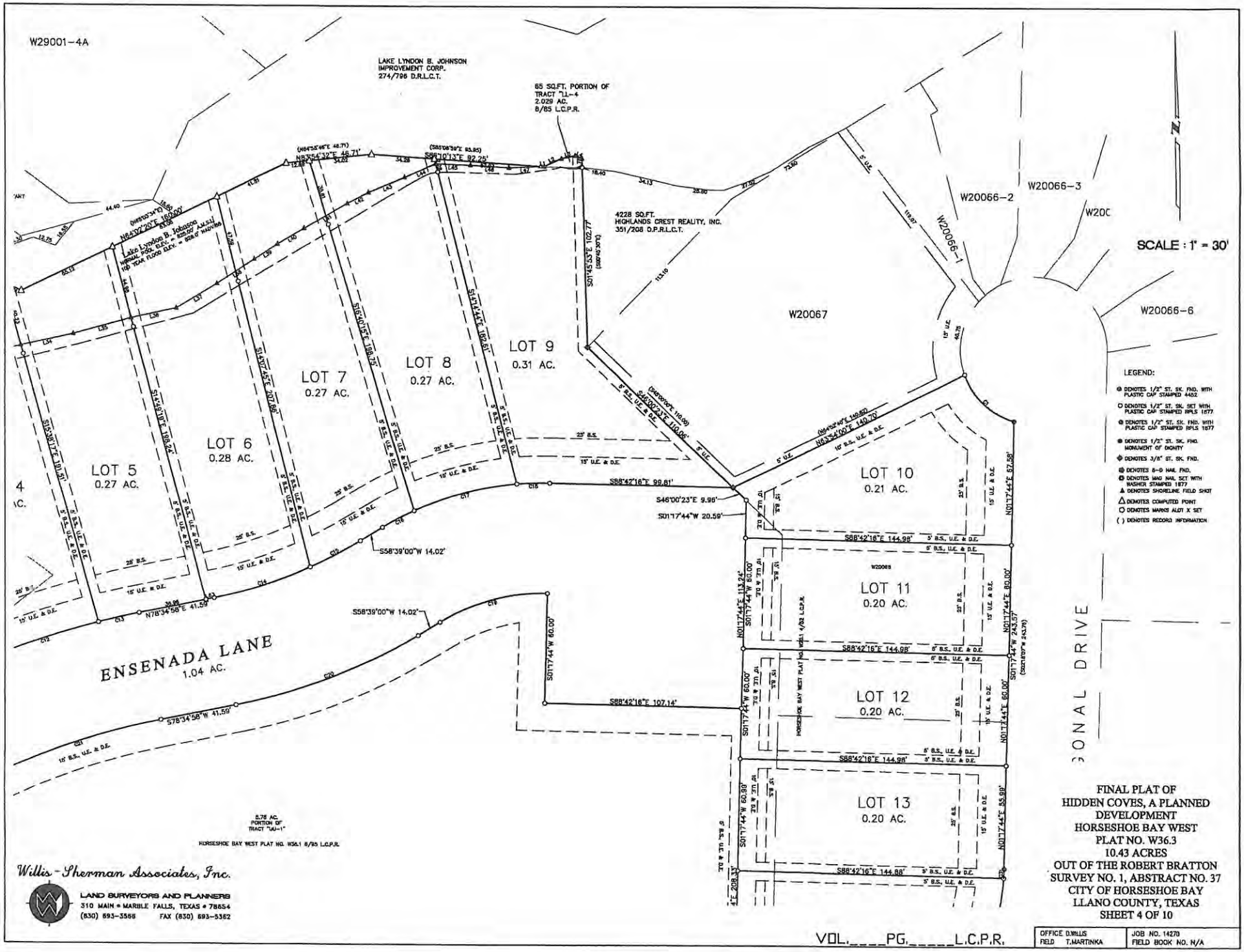
Willis - Sherman Associates, Inc.

LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5362

FINAL PLAT OF
HIDDEN COVES, A PLANNED
DEVELOPMENT
HORSESHOE BAY WEST
PLAT NO. W36.3
10.43 ACRES
OUT OF THE ROBERT BRATTON
SURVEY NO. 1, ABSTRACT NO. 37
CITY OF HORSESHOE BAY
LLANO COUNTY, TEXAS
SHEET 3 OF 10

VOL._____PG._____L.C.P.R.

OFFICE D.WILLIS FIELD T.MARTINKA	JOB NO. 14270 FIELD BOOK NO. N/A


W29001-4A
LAKE LYNDON B. JOHNSON IMPROVEMENT CORP. 274/796 D.R.L.C.T.
65 SQ.FT. PORTION OF TRACT "LL-4 2.029 AC. 8/85 L.C.P.R.
4228 SQ.FT. HIGHLANDS CREST REALITY, INC. 351/208 O.P.R.L.C.T.
W20066-2
W20066-3
W20066-1
W20066-6
W20067
SCALE : 1" = 30'
LOT 5 0.27 AC.
LOT 6 0.28 AC.
LOT 7 0.27 AC.
LOT 8 0.27 AC.
LOT 9 0.31 AC.
LOT 10 0.21 AC.
LOT 11 0.20 AC.
LOT 12 0.20 AC.
LOT 13 0.20 AC.
ENSENADA LANE 1.04 AC.
S58°39'00"W 14.02'
S78°34'58"W 41.59'
S88°42'16"E 99.81'
S46°00'23"E 9.96'
S01°17'44"W 20.59'
S88°42'16"E 144.98'
S88°42'16"E 107.14'
S01°17'44"W 60.00'
N01°17'44"E 67.58'
N01°17'44"E 60.00'
N01°17'44"E 55.99'
N78°34'58"E 41.59'
5.78 AC. PORTION OF TRACT "UU-1"
HORSESHOE BAY WEST PLAT NO. W36.1 8/85 L.C.P.R.
LEGEND:
DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED 4452
DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED RPLS 1877
DENOTES 1/2" ST. SK. FND. MONUMENT OF DIGNITY
DENOTES 3/8" ST. SK. FND.
DENOTES 6-D NAIL FND.
DENOTES MAG NAIL SET WITH WASHER STAMPED 1877
DENOTES SHORELINE FIELD SHOT
DENOTES COMPUTED POINT
DENOTES MARKS ALOT X SET
( ) DENOTES RECORD INFORMATION
GONAL DRIVE
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FINAL PLAT OF
HIDDEN COVES, A PLANNED DEVELOPMENT
HORSESHOE BAY WEST
PLAT NO. W36.3
10.43 ACRES
OUT OF THE ROBERT BRATTON SURVEY NO. 1, ABSTRACT NO. 37
CITY OF HORSESHOE BAY
LLANO COUNTY, TEXAS
SHEET 4 OF 10
VOL.____PG._____L.C.P.R.
OFFICE D.WILLIS
FIELD T.MARTINKA
JOB NO. 14270
FIELD BOOK NO. N/A

ENSEDA LANE
1.04 AC.

LOT 20
4.05 AC.

LOT 12
0.20 AC.

LOT 13
0.20 AC.

LOT 14
0.32 AC.

LOT 15
0.19 AC.

LOT 16
0.22 AC.

LOT 17
0.31 AC.

LOT 18
0.37 AC.

LOT 19
0.14 AC.

W20062

SCALE : 1" = 30'

LEGEND:

- DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED 4482
- DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
- DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED RPLS 1877
- DENOTES 1/2" ST. SK. FND. MONUMENT OF DIGNITY
- DENOTES 3/8" ST. SK. FND.
- DENOTES S-D NAIL FND.
- DENOTES MAG NAIL SET WITH WASHER STAMPED 1877
- DENOTES SHORELINE FIELD SHOT
- DENOTES COMPUTED POINT
- DENOTES MARKS ALIQT X SET
- ( ) DENOTES RECORD INFORMATION

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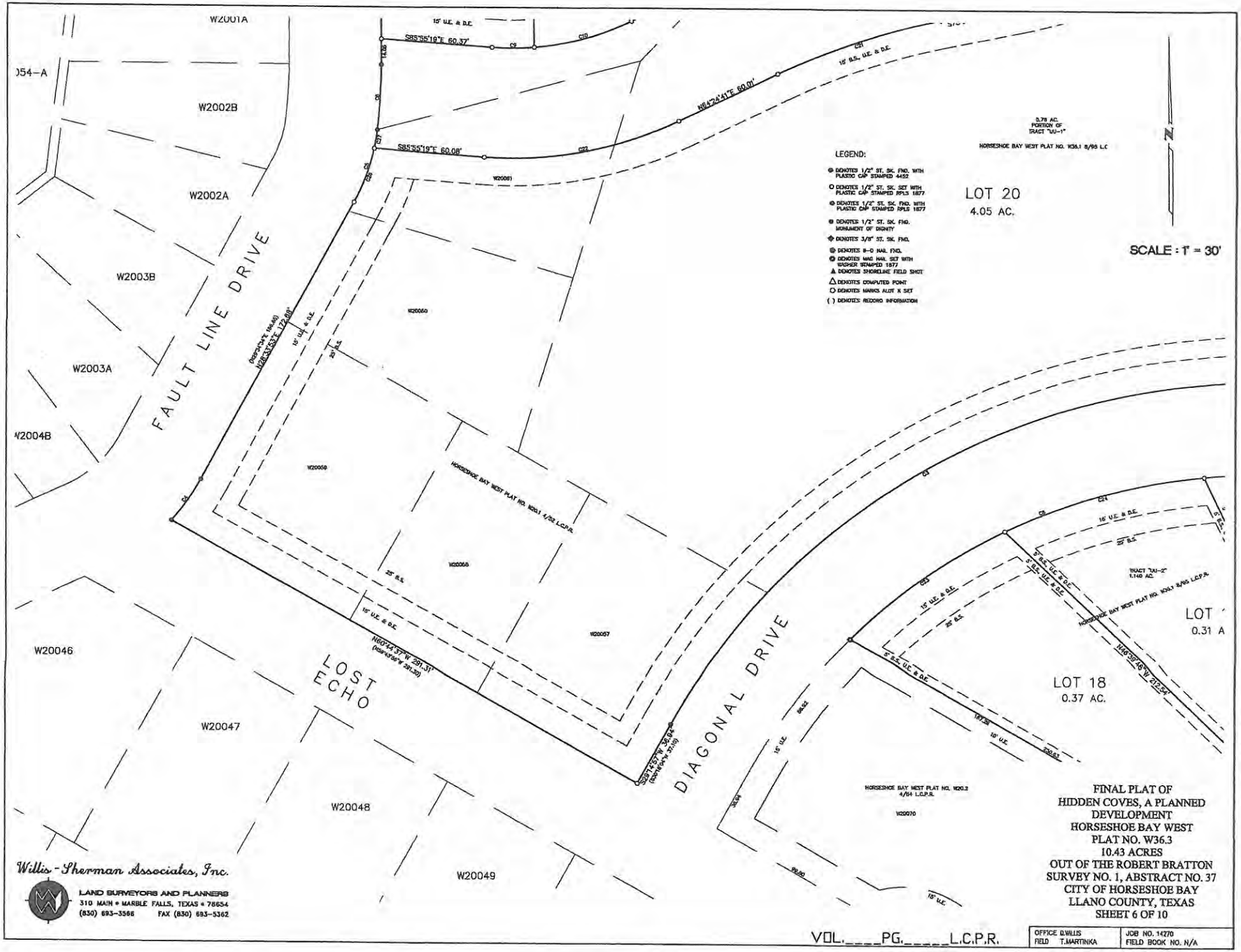
HORSESHOE BAY WEST
PLAT NO. W36.3
10.43 ACRES
OUT OF THE ROBERT BRATTON
SURVEY NO. 1, ABSTRACT NO. 37
CITY OF HORSESHOE BAY
LLANO COUNTY, TEXAS
SHEET 5 OF 10

VOL._____PG._____L.C.P.R.

OFFICE D.WILLIS	JOB NO. 14270
FIELD T.MARTINKA	FIELD BOOK NO. N/A


W2001A
W2002B
W2002A
W2003B
W2003A
W2004B
W20046
W20047
W20048
W20049
FAULT LINE DRIVE
LOST ECHO
DIAGONAL DRIVE
15' U.E. & D.E.
S85°55'19"E 60.37'
S85°55'19"E 60.08'
N64°24'41"E 60.01'
15' B.S., U.E. & D.E.
W20061
W20060
W20059
W20058
W20057
W20070
HORSESHOE BAY WEST PLAT NO. W36.1 4/92 L.C.P.R.
HORSESHOE BAY WEST PLAT NO. W20.2 4/94 L.C.P.R.
N60°44'37"W 291.31'
S31°45'57"W 36.84'
25' B.S.
LEGEND:
DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED 4452
DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED RPLS 1877
DENOTES 1/2" ST. SK. FND. MONUMENT OF DIGNITY
DENOTES 3/8" ST. SK. FND.
DENOTES 8-D NAIL FND.
DENOTES MAG NAIL SET WITH WASHER STAMPED 1877
DENOTES SHORELINE FIELD SHOT
DENOTES COMPUTED POINT
DENOTES MARKS ALOT X SET
( ) DENOTES RECORD INFORMATION
0.78 AC. PORTION OF TRACT "UU-1"
HORSESHOE BAY WEST PLAT NO. W36.1 8/95 L.C
LOT 20
4.05 AC.
SCALE : 1" = 30'
TRACT "XU-2"
1.140 AC.
LOT 18
0.37 AC.
LOT
0.31 A
N16°39'48"W 212.54'
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LLANO COUNTY, TEXAS
SHEET 6 OF 10
VOL.____PG.____L.C.P.R.
OFFICE D.WILLIS
FIELD T.MARTINKA
JOB NO. 14270
FIELD BOOK NO. N/A

LEGEND:

- DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED 4452
- DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
- DENOTES 1/2" ST. SK. FND. WITH PLASTIC CAP STAMPED RPLS 1877
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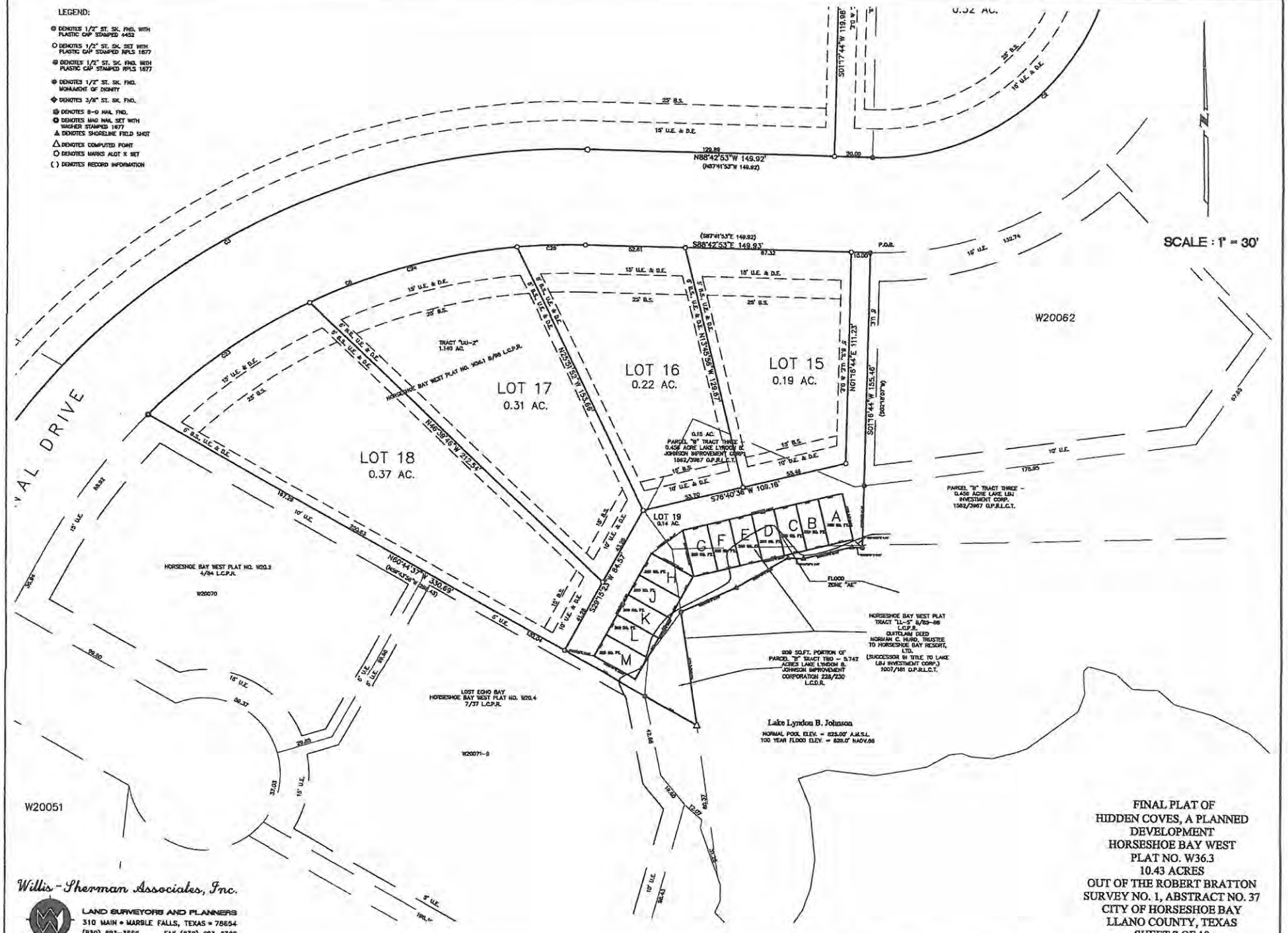
- DENOTES 3/8" ST. SK. FND.
- DENOTES 8-D NAIL FND.
- DENOTES MAG NAIL SET WITH WASHER STAMPED 1877
- DENOTES SHORELINE FIELD SHOT
- DENOTES COMPUTED POINT
- DENOTES MARKS ALOT X SET
- ( ) DENOTES RECORD INFORMATION



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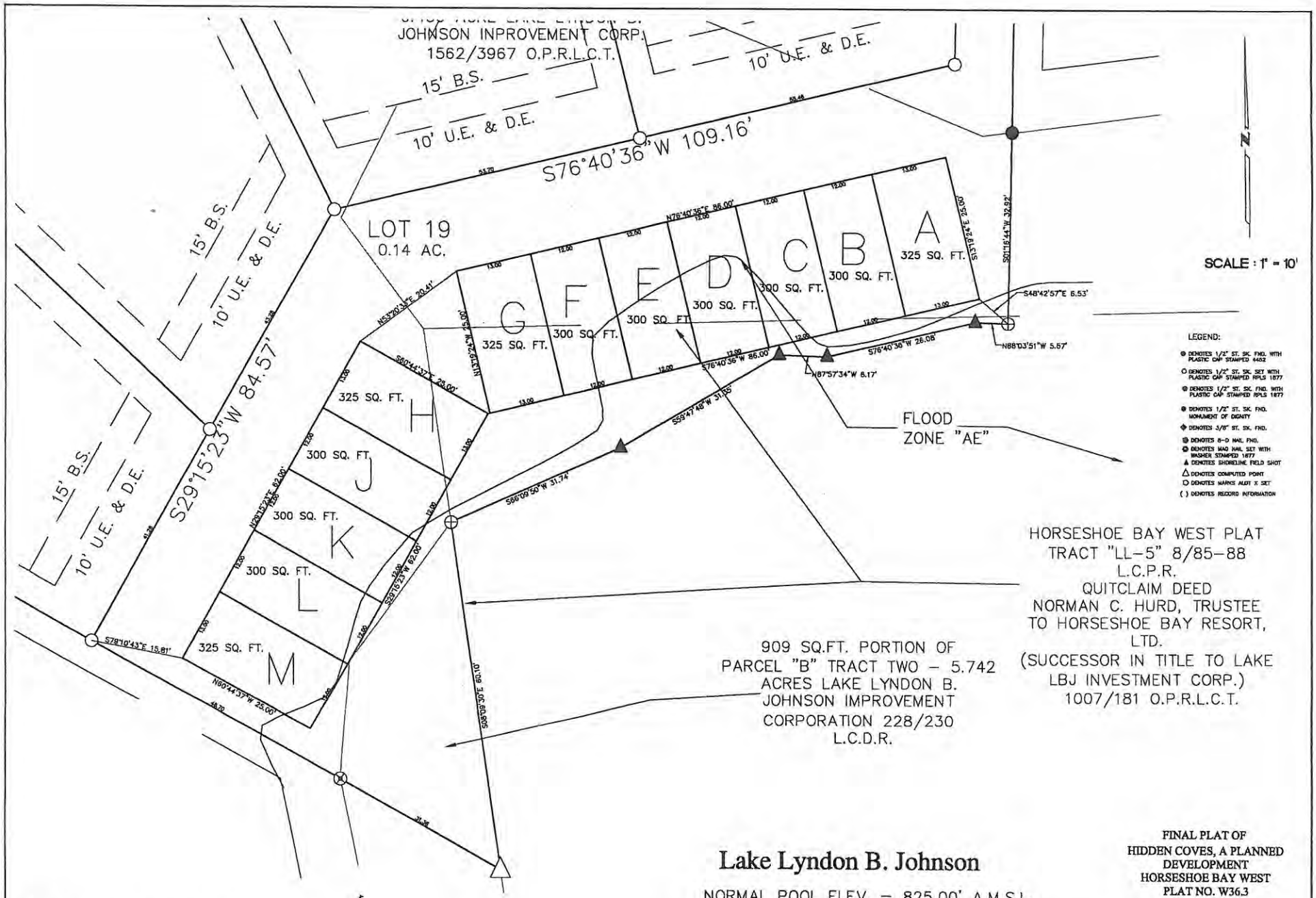
LLANO COUNTY, TEXAS
SHEET 7 OF 10

VOL.____PG._____L.C.P.R.

OFFICE D.WILLIS FIELD T.MARTINKA	JOB NO. 14270 FIELD BOOK NO. N/A



Lake Lyndon B. Johnson

NORMAL POOL ELEV. = 825.00' A.M.S.L.
100 YEAR FLOOD ELEV. = 828.0' NADV.88

FINAL PLAT OF
HIDDEN COVES, A PLANNED
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OFFICE D.WILLIS	JOB NO. 14270
FIELD T.MARTINKA	FIELD BOOK NO. N/A

Eric Winter

From: Bill Harrison Jr. [billh@txassocsa.com]
Sent: Tuesday, April 05, 2016 4:32 PM
To: 'ewinter@horseshoe-bay-tx.gov'
Subject: Hidden Coves Planed Development etal

Eric:

Thank you for the opportunity to send this note on behalf of our family that owns property in Horseshoe Bay, and according the letter I received we are within 200 feet of the 10.43 acres in question for development.

Our family has owned property here for 8 years and we would like to go on record in opposition to the proposed development and any proposed rezoning of this property.

There is a reason that families like ours and our neighbors have invested in property on this part of Lake LBJ. It is to escape the commercialization and excessive development that has occurred in other areas around the lake. In our opinion, the integrity and quality of life enjoyed by current owners would be significantly impacted (negatively) by the Hidden Coves Development. The street and road infrastructure would be negatively impacted as well. Further we have great concerns specific to the increased traffic count, increased boat traffic, environmental impact on the coves surrounding the proposed development, as well as the interruption of the landscape that is a part of why we purchased property in Horseshoe Bay West.

Bottom line.....if we want to be surrounded by a bunch of garden style homes and a landscape of roof tops, we would have bought property closer to the marina.

Because of these issues we believe the proposed rezoning and development would negatively impact our property values. Please have this notice placed on record and please contact me if you have any additional questions.

Thank you for the opportunity to express our concerns.

Regards,

William E. Harrison Jr.
President
TASA Risk Solutions
70 N.E. Loop 410, Suite 520
San Antonio, Texas 78216
(p) 210.798.4917 ext 114 (c.)210.213.2922 (f) 210.579.2700
billh@txassocsa.com

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April 19, 2016

RE: Consider, Discuss and Take Action Regarding the Preliminary Plat and Final Plat of Hidden Coves, a 22 Lot Subdivision With 20 Garden Home Lots, including 1 Garden Home Lot For Future Development and 2 LA Lake Area Lots - To Be Zoned Mixed Use Garden Home Lake Area Planned Development - MU-GH-LA PD (10.43 Acre Area On The East Side Of Faultline Dr., Across From Nichola Gay, North And South Of Diagonal Dr, And North of Lost Echo)

Staff Review Comments: None

Item # 17

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric W. Winter, Development Services Manager

RE: Request by Summit Rock Communities for Variances from the Sign Ordinance to Allow Use of an Oversized Model Home Sign at More than one Location and Over a Several Year Period at Summit Rock Blvd. and Mayapple and Other Lots in the Grove at Summit Rock (Grove Court in Summit Rock)

This request is for the City Council to grant a Variance from Section 3.06.015(d)(2)(A) to allow use of a 5½' tall by 5' wide sign, which is 4' taller and 2½' wider than the permitted size of 1½' tall by 2½' wide on Lot 16 in The Grove (602 Summit Rock Blvd.). Other Variances from Section 3.06.015(d) are also required to allow the sign to be moved to new locations in The Grove as needed over a 3 to 5 year period. The next lot that the sign would be used on is Lot 30 in The Grove (101 Grove Court).

The City Council may grant a Variance upon affirmative written findings as to the following elements:

1. The unusual shape or topography of the property in question or some other significant factor prevents signage allowable under the provisions of this Ordinance from adequately identifying the business or other activity located on the subject property. The applicant states "Construction of a master planned community with speculative improvements such as the Grove at Summit Rock and the future Tuscan Village at Horseshoe Bay Resort, is a large financial commitment relating to land cost, development of infrastructure, as well as the design, construction, marketing, and sales cost associated with the sale of improved properties. Unlike a single home builder product within a neighborhood or a home builder product within an established and matured community, the development of a multiple unit single family and multiple family home products offering, sales is critical to the continued growth of residential housing within the city and to the success of Summit Rock . A key element in the ability to market, direct, and create sales interest in a new development, especially a master planned community that is promoting a lifestyle based upon rooftop development, depends upon the ability to direct, entice, and promote various improved property products." Staff's review found no issue with this.
2. The Variance is not contrary to the public interest. The applicant states "This will not increase the number of signs or conflict with Summit Rock ACC guidelines". Staff's review found no issue with this, especially as there will not be additional new signs in the project.

3. Due to special conditions, a literal enforcement of the Ordinance would result in unnecessary hardship. Ordinarily, hardship that is self-induced or that is common to other similarly classified properties will not satisfy this requirement. Financial or economic hardship alone will not ordinarily satisfy this requirement. The applicant states "Special conditions include the type of sign needed for marketing of houses in this specific project, and the moving of the sign from one location to another as needed". Staff found no issue with this.

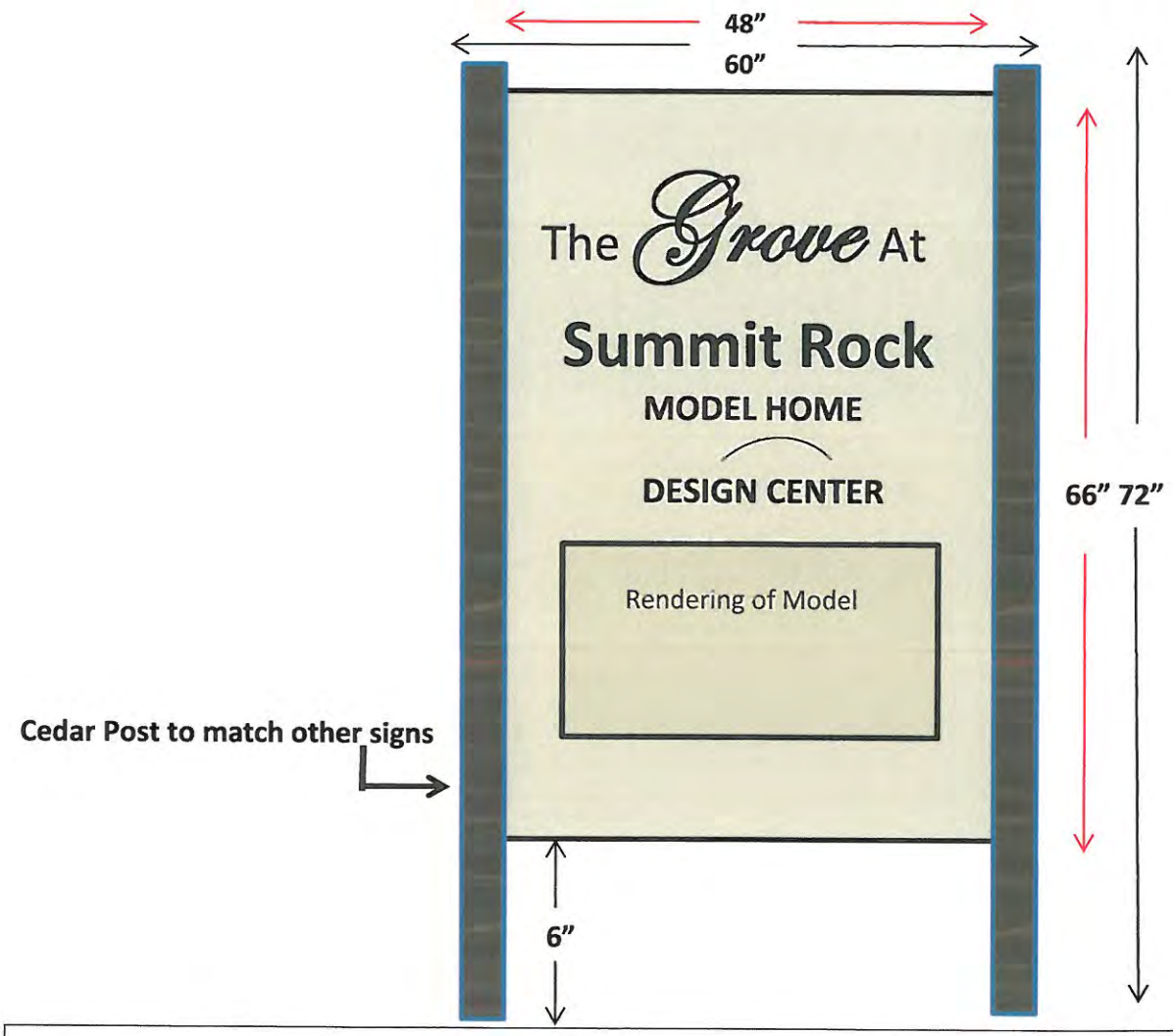
4. The spirit and purpose of the Ordinance will be observed and the design guidelines set forth in this Ordinance are substantially met and substantial justice will be done. The applicant states "This Variance request is for a temporary sign during the duration of the build-out and/or presence of a model home on site (estimated for 3-5 years). Upon sale of the model, the sign will be moved to a new model home site within the Grove Community upon submittal to City for the sign to be moved, and upon build out the sign will be removed. All other requirements for a model home sign will be met". Staff determined this to be the case and that the proposed type of sign and the size are in keeping with the design theme and size for Horseshoe Bay signage.

The Summit Rock Architectural Control Committee (ACC) has approved the sign design and moving of the sign as needed. Staff is not aware of any objections to the request. Based on the above analysis, staff recommends approval of the requested Variance.

Enclosures: Model Home Sign
Map of the Grove in Summit Rock and Two Lots for Model Home Sign

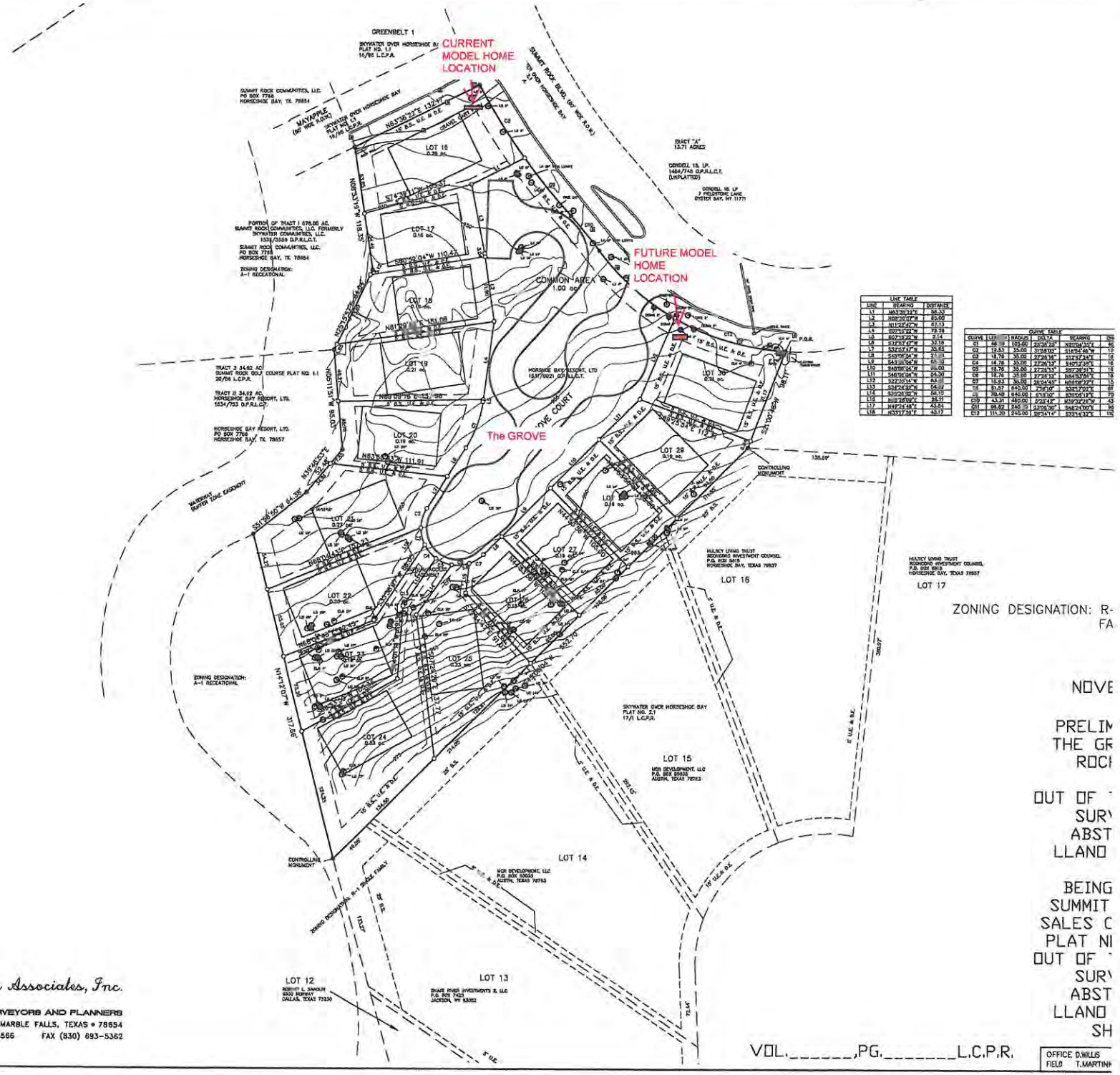
TO: City of Horseshoe Bay Development Office

SIGN VARIANCE REQUEST FOR MODEL HOMES at THE GROVE



Sign Overall Height (Post)	**72"**
Sign Face Height	**66"**
Sign Face Width	**48"**

Colors:	**Sign Face and Back**	**HSB Tan**
	Sign Lettering	**HSB Brown**
	Frame	**HSB Brown**
	Photo	**Four Color Rendering**
	Post	**Natural Cedar**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°26'22"E	56.32
L2	N09°30'07"W	60.00
L3	N11°27'47"W	61.13
L4	S07°51'32"W	73.29
L5	S07°51'32"W	2.14
L6	S35°57'47"W	32.19
L7	S32°57'47"W	35.95
L8	S40°07'04"W	21.03
L9	S49°08'06"W	61.32
L10	S40°07'04"W	60.00
L11	S49°08'06"W	25.30
L12	S32°30'14"W	63.[illegible]
L13	S34°47'32"W	54.02
L14	S30°26'30"W	56.10
L15	N02°26'00"E	26.11
L17	N49°34'48"E	43.54
L18	N30°17'16"E	43.17

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHO
C1	86.[illegible]	103.00	20°38'22"	N20°09'30"E	8[illegible]
C2	19.53	35.00	31°58'00"	S18°34'48"W	19
C3	18.78	35.00	27°26'16"	S12°37'44"E	18
C4	18.78	35.00	27°26'16"	S40°03'59"E	18
C5	18.78	35.00	27°26'16"	S67°30'51"E	18
C6	18.78	35.00	27°26'16"	N84°57'58"E	18
C7	15.93	35.00	26°04'45"	N59°08'27"E	15
C8	81.57	640.00	7°18'10"	S33°17'03"E	81
C9	70.48	640.00	6°18'10"	S39°08'13"E	70
C10	43.31	460.00	5°23'48"	N38°32'16"W	43
C11	86.82	240.00	33°08'30"	S48°24'00"E	86
C12	111.30	240.00	26°34'14"	S73°13'30"E	11[illegible]

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Item # 18

CITY OF HORSESHOE BAY

APRIL 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric W. Winter, Development Services Director

RE: Discuss, Consider and Take Action Regarding Resolution to Direct City Prosecutor to File Petition with Municipal Court for Removal of Substandard Structure (Lot No. W19045 in the 2900 Block and on the North Side of Deep Canyon, the Third lot from the end of the Cul-de-sac in Horseshoe Bay West)

This case is being brought to the Council to begin the process to remove a 40 foot international shipping container that has been placed on Lot W19045 on the north side of Deep Canyon, the third lot from the end of the cul-de-sac. Under the revised Substandard Building Article, a public hearing before Council is not required, and the Council's primary role is to determine if there is sufficient documentation provided to warrant requesting that Municipal Court issue an Order for Removal of the structure. The City Attorney/Prosecutor and City staff will work together to provide all notices and other documentation required to complete this process.

The structure being requested for removal is a 40 foot long by 8 foot wide international shipping container, owned by an individual and not Senator Lines of Germany which is the name on the container.

We have attempted to contact the owner by certified and regular mail with no response since March 9, 2016. We have done an internet search which showed that the business' registration with the State of Nevada has been revoked, and additionally tried to obtain contact information on the known agent for the business that lead to a dead-end. The owner also owns Lot W19046, and owes both 2014 and 2015 property taxes on both lots. We have received several complaints about this structure being an eyesore and denigrating property values in the area.

In addition to the violation of Ordinance No. 16-03-15C, two of the City's Substandard Building Article's standards are being violated, as follows (emphasis added):

(2) The Building was constructed or maintained in violation of any provision of the City's building codes, fire code or any other applicable ordinance or law of the City, county, state, or federal government.

(13) The Building is hazardous to the welfare of the community because it contains other premises defects that may be hazardous, <u>is or may become an attractive nuisance as that term is defined by law (The structure's lock has been opened, so it is accessible to anyone, including children), or is an aesthetic eyesore that may denigrate surrounding property values</u>.

A copy of the Resolution directing the City Prosecutor/Attorney to file a Petition with the Court and a copy of the Petition are attached. Staff recommends that the City Council approve the Resolution to direct the City Prosecutor/Attorney to file the Petition in Municipal Court for an Order for Removal of the shipping container on Lot W19045 based on the two violations of the Substandard Building Article, the violation of the POD Ordinance and the owner's lack of response to the City's contacts for removal.

Enclosures: Resolution
Petition
Photographs of the Shipping Container

CITY OF HORSESHOE BAY

RESOLUTION NO. RES_____

CITY COUNCIL DIRECTION TO CITY ATTORNEY/PROSECUTOR

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS, DIRECTING CITY ATTORNEY/PROSECUTOR TO INITIATE A PETITION REGARDING A SUBSTANDARD STRUCTURE IN THE MUNICIPAL COURT OF HORSESHOE BAY

WHEREAS, the City Council of Horseshoe Bay ("City Council") seeks to promote the health, safety and general welfare of the community by preventing death, injury and property damage within the City of Horseshoe Bay ("City") limits; and

WHEREAS, the City Council seeks to protect property values within the City limits; and

WHEREAS, the City Council finds that substandard buildings or structures pose aesthetic harm to the City; and

WHEREAS, pursuant to Texas Local Government Code section 214.001, the City Council has authority to regulate substandard buildings or structures;

WHEREAS, pursuant to Texas Local Government Code section 214.002, the City Council has authority to petition Municipal Court No. 1 to order the repair, removal, or demolition of a substandard building or structure and to repair, remove, or demolish a substandard structure and assess such costs against the property; and

WHEREAS, the City has adopted and enacted Ordinance No.13-12-10B regulating Substandard Buildings as Article 3.04 Substandard Buildings of the City Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS:

1. The Building Official for the City has conducted an inspection of a structure located on Lot W19045 of Horseshoe Bay West Plat #19.1, in the 2900 block of Deep Canyon, within the confines of the City. The following specific violations have been noted and are in need of immediate abatement:

A. The Building was constructed or maintained in violation of any provision of the City's building codes, fire code or any other applicable ordinance or law of the City, county, state, or federal government.

B. The Building is hazardous to the welfare of the community because it contains other premises defects that may be hazardous, is or may become an attractive nuisance as

that term is defined by law, or is an aesthetic eyesore that may denigrate surrounding property values.

2. The Building Official came before the City Council on the 19th day of April, 2016 to present his findings regarding the violations. In accordance with the procedures outlined in Article 3.04, the Substandard Buildings Ordinance, the City Council adopts this Resolution directing the City Attorney/Prosecutor to prepare and file a civil petition before the Municipal Court for the City requesting an Order for Removal.

3. City Council directs City Attorney/Prosecutor to seek a hearing in the manner outlined by Article 3.04, the Substandard Buildings Ordinance, after filing the petition so that relevant evidence of the violations found may be presented to the Court. Furthermore, City Attorney/ Prosecutor is hereby directed to seek a Court Order declaring the relevant structure as substandard and further seeking an order requiring removal in a timely manner by the owner, and/or lessee.

ADOPTED AND APPROVED on this 19th day of April, 2016 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____

Stephen T. Jordan, Mayor

ATTEST:

_____

Teresa L. Moore, City Secretary

No. _____

CITY OF HORSESHOE BAY, Plaintiff,	§ § §	IN THE CITY OF HORSESHOE BAY
VS.	§ §	MUNICIPAL COURT OF RECORD NO. 1
REDMOND TAYLOR & WARD, LTD. OWNER OF LOT NO. W19045 OF HORSESHOE BAY PLAT NO. W19.1 2900 BLOCK OF DEEP CANYON Defendant	§ § § § § § § §	LLANO COUNTY, TEXAS

PETITION REGARDING UNSAFE BUILDING OR STRUCTURE AND

NOTICE OF PUBLIC HEARING

Pursuant to Article 3.04 Substandard Buildings, Sec. 3.04.05 Subsection (b) of the Code of Ordinances, City of Horseshoe Bay and Section 214.001 of the Local Government Code, the City of Horseshoe Bay files this Unsafe Building or Structure Petition and Notice of Public Hearing and would respectfully show unto the Court the following:

I. FACTS

1. A shipping container structure exists on the property located on **Lot W19045 of Horseshoe Bay Plat No. W19.1, Llano County, Texas, in the 2900 Block of Deep Canyon, Horseshoe Bay, Texas 78657** (hereinafter "Structure" or "Property"). Upon information and belief, said Structure and Property are owned by **Redmond Taylor & Ward, Ltd.,** whose known address is **561 Keystone Avenue #131, Reno, Nevada, 89503.**

2. The structure is believed to violate the minimum standards of Article 3.04 Substandard Buildings of the Code of Ordinances, City of Horseshoe Bay, Section 3.04.008(b), Subsections (2) and (13) as copied below:

a. The structure was placed on the lot in violation of Ordinance No. 16-03-15C and violates ARTICLE 3.04 SUBSTANDARD BUILDINGS Sec 3.04.008(b)(2):

(2) The Building was constructed or maintained in violation of any provision of the City's building codes, fire code or any other applicable ordinance or law of the City, county, state, or federal government.

b. The structure being on the property is an eye sore that denigrates property values and is in violation of ARTICLE 3.04 SUBSTANDARD BUILDINGS Sec 3.04.008(b)(13): (13) The Building is hazardous to the welfare of the community because it contains other premises defects that may be hazardous, is or may become an attractive nuisance as that term is defined by law, or is an aesthetic eyesore that may denigrate surrounding property values.

II. REQUEST FOR ORDER FOR REPAIR/DEMOLITION/REMOVAL

The City Council of Horseshoe Bay requests that this Court order the Structure removed by the owner and any other person having an interest in the Property and Structure within thirty (30) days, and if not removed within that time, then the City be given access to the property to contract to have the removal made and file a lien against the property for repayment. The City of Horseshoe Bay further requests that, if said person fails to abide by the order of this Court within the allotted time, then, the City of Horseshoe Bay, through its agents and contractors, is authorized to: (1) enter the Property to inspect, photograph, and measure the Property for purposes of documentation; (2) remove the Structure on the Property so as to meet all applicable regulations and standards of the City; and (3) place a lien on the Property where allowed by law for the City's incurred expenses.

Respectfully submitted,

MUNICIPAL COURT PROSECUTOR

CITY OF HORSESHOE BAY, TEXAS

By: _____

Eddie Arredondo
Municipal Court Prosecutor
State Bar No. 00790241

1 Community Drive
Horseshoe Bay, Texas 78657
Tel. 512-756-5476
Fax 512-756-9290

III. NOTICE OF PUBLIC HEARING

A public hearing will be held in the Horseshoe Bay Municipal Court of Record No. 1 at 1 Community Drive, Horseshoe Bay, Texas 78657 on the 8th day of June, 2016 at 5:00 p.m., to determine whether the aforementioned structure on the property identified above should be removed. At this hearing, each owner or other persons having an interest in the Property will be required to submit proof of how they will remove the structure to comply with the ordinances mentioned in this petition and the time it will take to reasonably perform the work.

IV. NOTICE TO SUBSEQUENT GRANTEES, LIENHOLDERS, LESSEES OR TRANSFEREES

Pursuant to Article 3.04 Substandard Buildings of the Code of Ordinances, City of Horseshoe Bay, and Section 214.001 of the Local Government Code, notice is hereby given that the filing of this notice of hearing is binding on subsequent grantees, lien holders, or other transferees of an interest in the property or structure who acquire such interest after the filing of this notice, and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquires such an interest after the filing of this notice.

SENATOR
SENATOR
2/16/2016

SENU
5027 60 9
SENATOR
45G1
2.9
9 1/2 HIGH
WARNING
HIGH TRAILER
30.480 KG.
67.200 LB.
3.990 KG.
8.800 LB.
26.490 KG.
00 LB.
0 CU.M
1 CU.FT
2/18/2016

2/16/2016