City of Horseshoe Bay
City Council Meeting Agenda
June 16, 2020 at 3:00 PM
City Hall, 1 Community Drive, Horseshoe Bay, Texas

This meeting will be limited to 20 people for in-person attendance by the public. A temporary suspension of certain aspects of the Open Meetings Act to allow cities to hold public meetings via telephone has been granted by Governor Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and are in accordance with Section 418.016 of the Texas Government Code. Members of the public may participate through listen-only access via telephone. Citizens may join the meeting by calling 1-877-309-2073 and entering access code 920458589. The meeting will be recorded and uploaded to the City's website following the conclusion of the meeting. The agenda and meeting recording will be available on the Agendas & Minutes page of the City's website: www.horseshoe-bay-tx.gov/agendacenter

1. **Call the Meeting to Order and Establish a Quorum**
   Mayor and City Council Members
   Mayor Cynthia Clinesmith
   Mayor Pro Tem Jerry Gray
   Council Member Kent Graham
   Council Member Frank Hosea
   Council Member Randy Rives
   Council Member Elaine Waddill
2. **Invocation**
3. **Pledges to the Flags**
4. **Announcements and Staff Recognition**
   A. Ben Miller - 10 Year Service Award
   B. Ben Bales - 5 Year Service Award
   C. Rick Williams - 5 Year Service Award
   D. Hill Country 100 Club Award: Police - 2019 Meritorious Service Award
   E. Hill Country 100 Club Award: Police - 2019 Officer of the Year
   F. Hill Country 100 Club Award: Fire - 2019 Firefighter of the Year
   G. Police Chief's Citation for Professional Accomplishment
   H. Recognition of Baylor, Scott, and White for Excellent Health Care Service During COVID-19
5. **Public Comment**
   Citizens wishing to address City Council about any topic may do so by signing the Public Comment Sign-In sheet on the podium prior to the start of the meeting. In accordance with the Texas Open Meetings Act law, Council Members may not discuss issues raised, answer questions (other than to make statements of fact or to recite existing policy), or take any action during Public Comment.
6. **Presentations**
   Informational only; no action to be taken.
   A. Presentation by Patty Gillean, of Gillean and Associates Realty, Regarding Real Estate in Horseshoe Bay
   B. Emergency Management Coordinator Fire Chief Batla COVID-19 Update

7. **Business**
   Discuss, Consider and Possibly Take Action Regarding:
   A. City of Horseshoe Bay's 4th of July Celebration
   B. Postal Service Update
   C. Fiscal Year 2021 Budget Pre-Planning
   D. Parks Advisory Committee and Broadband Advisory Committee Charters
   E. Ordinance 2020-16: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.009(A) Temporary Certificate of Occupancy and Final Certificate of Occupancy and Adding New Subsection 3.03.009(B), Providing Clarification Regarding the Requirements and Purpose of a Temporary Certificate of Occupancy; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting
   F. Ordinance 2020-15: Amending Chapter 3 Building Regulations, Article 3.02 Building Code, Section 3.02.022 The International Pool and Spa Code Adding the Requirements for a Temporary Fence and that the Permanent Fence Must Be Installed Immediately After the Temporary Fence is Removed; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting
8. **Consent Agenda**
   All items under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion and vote.
   A. Approval of Regular Meeting Minutes, May 19, 2020
   B. Approval of Water and Wastewater Service Agreement with The Parks at Horseshoe Bay Development
   C. Approval of Ordinance 2020-17: Amending Chapter 3 Building Regulations, Article 3.02 Building Code, Section 3.02.002 Purpose, Section 3.02.003 Scope, Section 3.02.005 Definitions, Section 3.02.014(b) Residential Building Code, Section 3.02.015(b) Commercial Building Code, Section 3.02.016(b) Electric Code, Section 3.02.017(b) Plumbing Code, Section 3.02.018(b) Mechanical Code, Section 3.02.021 Fuel Gas Code; Article 3.03 Building Permits, Section 3.03.002 Purpose, Section 3.03.003 Application, Section 3.03.006 Definitions, and Section 3.03.010(a)(12)(A) Demolition Permits; Bringing these Sections Regarding Issuance of Building Permits and Demolition Permits, and Doing Inspections in the Extraterritorial Jurisdiction (ETJ) into Conformance with State Law; and Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting
   D. Approval of Ordinance 2020-14: Amending Chapter 8 Offenses and Nuisances, Article 8.09 Tree Trimming Protection, Section 8.09.004(b) Violations, Penalty and Enforcement Eliminating A Specific Exemption for Resorts and Golf Courses; and Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting
   E. Approval of the Public Funds for Public Purposes Subcommittee's Recommendation of Approval of a Request for Funding from the Horseshoe Bay Property Owner's Association
9. **Monthly Statistical Departmental Reports**
   Informational reports only; no action to be taken.
   A. City Manager
   B. Finance Department
   C. Utilities Department

D. Development Services

E. Fire Department

F. Police Department

G. Animal Control

10. **Adjourn**

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. Notice is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated. I certify that the above notice of meeting was posted at City of Horseshoe Bay City Hall and website, www.horseshoe-bay-tx.gov, at least 72 hours prior to the meeting date and time.

Kerri Craig

Kerri Craig, City Secretary

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting as authorized by the Texas Government Code. This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made two business days prior to this meeting by calling 830-598-9943 or emailing kcraig@horseshoe-bay-tx.gov.

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Brent Batla, Fire Chief

Re: Ben Miller – 10 Year Service Award

Ben Miller began his fire service career as a volunteer for the Marble Falls Area Volunteer Fire Department in 2004. Ben obtained his fire and ems certification and began working for the Horseshoe Bay Fire Department in 2010.

Since then, Ben has completed several advanced certifications, such as: Advanced Structural Firefighter, Fire Officer II, Fire Instructor I, and Driver/Operator through the Texas Commission on Fire Protection. He also is an EMT-Basic and has his Flood and Swiftwater Rescue-Technician I certifications.

Ben is a true asset to the City of Horseshoe Bay and HSB FD. Ben has promoted progressively through the ranks from Firefighter to Driver/Operator to Lieutenant, and currently holds the rank of Captain. He is the Officer in Charge of Station 1 on B shift.

Ben and Adrianna have been married for twelve years. They have two great girls, Emma who is 6 years old and Raegan who is 2. Ben has an extremely strong, positive work ethic. He took the lead on the training facility completion and is a highly skilled worker that has saved the City of Horseshoe Bay hundreds of thousands of dollars.

On behalf of the HSB FD, we truly appreciate all the sacrifices that you have made in the name of helping others.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Utilities Director

RE: Ben Bales – 5 Year Service Award

Ben Bales works as the Lead Plant Operator for the City's Plant Operations Division of the Utilities Department. Ben was hire in as an entry level Plant Operator, however through his demonstration of technical abilities and team skills he has recently been promoted to Lead Operator over all three of our plant operations. Ben continues to prove his talent and initiative for ensuring the safe production of water treatment for the City. His work is facilitating a more effective, efficient, and engaging work environment within the plant operations.

Ben's past employment included work in the petroleum drilling industry serving both on land and offshore operations. Ben held the position of Driller, lead position for the crew for 9 out of 10 years he was in the industry. He is a "Marble Falls Survivor," meaning he started and ended his early education at Marble Falls ISD. Ben is also a Deacon for St. Fredricks Baptist Church in Marble Falls a church that has served this area for 126 years.

Ben is married to his loving wife, Amber for 16 years and they have five children, Jeremiah (14), Jaxson (10), Jakob (8), Angel (7), and Chrissy (6). Without their support of Ben, he would not be the exceptional employee and operational leader he has become. He continues be an outstanding example of the type of employee excellence the City supports for this community.

Help me thank Ben for five years of dedicated service.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Utilities Director

RE: Rick Williams – 5 Year Service Award

Rick Williams works as the Field Operations Supervisor for the City's Utility Department. He started out as an entry level field operator, however through his extensive demonstration of technical skills and quality of work he was promoted to Field Foreman during his third year of employment and in December was promoted to Supervisor.

Rick's past employment included a certified welder and managing partner of an automotive maintenance business. Once employed by the City he soon provided excellence in quality of work and direction for his co-workers. He quickly gained the respect of management, his co-workers, and the public.

Rick has proven to be an exceptional talent for the City and has developed the Field Operations to be more effective and efficient. He currently is co-chair of the Utilities Effective and Efficiency Committee for the department. His oversight and ideas have provided many new processes for monitoring ongoing progress toward the City and Department's vision.

In a March 2020 Employee Gallup Survey of the Field Operations employees, the division was placed at a mean percentile ranking of 95% level of engagement as it related to Gallup's government administration industry percentile ranking. A remarkable achievement and testament of Rick's leadership.

Rick is engaged to be married to his beautiful bride to be Allison in September 2020. Without her support Rick would not be the exceptional employee and leader he has become. He continues be an outstanding example of the type of employee excellence the City supports for this community.

Help me thank Rick Williams for five years of dedicated service.

Enclosure: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Rocky Wardlow, Chief of Police

RE: Hill Country 100 Club Award: Police – 2019 Meritorious Service Award

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On March 5th, the Hill Country 100 Club hosted its annual awards banquet in Burnet, Texas. Sergeant Cole Reasor was nominated to receive the prestigious Meritorious Service Award for the Horseshoe Bay Police Department in 2019.

Sergeant Reasor joined the Department in 2017 and has served as an officer and a patrol sergeant. Prior to joining the Department, Cole spent 10 years with the Randall County Sheriff Department as a jailer and a patrol deputy.

Along with his 13 years of LE experience, Cole holds a master peace officer license, instructor license, Field Training Officer certification and has trained numerous officers across the Hill Country as Mental Health Peace Officers.

Cole was nominated for this award after taking the initiative to develop our Consumer Information Program, aimed at collecting and warehousing important and vital information on members of our community who may be suffering from a cognitive impairment such as Alzheimer's disease or dementia. The pre-obtained information can be accessed at a moment's notice to instantly provide officers with emergency and medical information without the added stress on the family or caregiver to provide information when a situation has already become critical.

As a side note regarding this tremendous employee, it is my honor to announce that Cole was promoted to Patrol Lieutenant on March 6, 2020.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Rocky Wardlow, Chief of Police

RE: Hill Country 100 Club Award: Police – 2019 Officer of the Year

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On March 5th, the Hill Country 100 Club hosted its annual awards banquet in Burnet, Texas. Investigator Don Johnson was selected as the Horseshoe Bay Police officer of the year for 2019.

Don joined the Department in 2007 and has served as an officer, a patrol Lieutenant and an Investigator. Besides having dedicating over 12 years to Horseshoe Bay, Don has served as a Deputy Sheriff in Young and Archer Counties and as an investigator with the 33rd Judicial District in Llano.

Along with his 25 plus years of LE experience, Don holds a master peace officer license and is a certified fraud examiner.

Don was selected as our officer of the year due to the many complex financial crimes he has successfully investigated over the past 18 months, with many of them involving our own residents as the victim.

In addition, Don has assisted other regional LE partners and State investigators by teaching many of them how to successfully investigate financial crimes involving financial building construction theft, ATM and credit card fraud, forgery, and mail theft.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Brent Batla, Fire Chief

Re: Hill Country 100 Club Award: Fire – 2019 Firefighter of the Year

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On March 5, 2020 the Hill Country 100 Club hosted its annual awards banquet. Each year, an individual from Police, Fire and EMS organizations in the four-county region represented by the Hill Country 100 Club is recognized for outstanding accomplishments or achievements to their agency or profession.

The annual award recipient for the Horseshoe Bay Fire Department is Engineer Thad Martin.

Thad was chosen as this year's recipient for his dedication and efforts in providing the community with life-saving skills of CPR, AED use, and First Aid Training. Thad's strong work ethic, desire to serve and his willingness to go the extra mile makes this award well deserved.

I am proud to recognize Firefighter Thad Martin as Hill Country 100's, Firefighter of the Year.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Rocky Wardlow, Chief of Police

Re: Police Chief's Citation for Professional Accomplishment

Lieutenant Cole Reasor is receiving the Police Chief's Citation for professional accomplishment while serving as Patrol Sergeant for the Horseshoe Bay Police Department.

Lieutenant Reasor's outstanding leadership and superior knowledge in the field of Mental Health for Law Enforcement was critical to the development of the Department's Consumer Information Program and was recognized in the May 2020 TML issue of *Texas Town and City* magazine.

Moreover, as the Department's program coordinator, Lieutenant Reasor's meticulous attention to detail helped ensure the implementation of this critical community program. Lieutenant Reasor's managerial ability, personal initiative, and unwavering devotion to duty reflected credit upon both himself and the Department and was in keeping with the highest traditions of the Horseshoe Bay Police Department.

Since the creation of the Horseshoe Bay Police Department in 2005, Lt. Reasor is the 2nd member of the Department to receive this award.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

RE: Parks Advisory Committee and Broadband Advisory Committee Charters

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In 2019, Council discussed the need for a Charter to be written for each of the City's Boards, Commissions, and Committees in order to better delineate the expectations for each group. The decision was made to begin this process with the Planning and Zoning Commission (PZC) and the Board of Adjustment (BOA, which were approved in February 2020), and follow with the attached two Charters for the Parks Advisory Committee and the Broadband Advisory Committee.

These Charters serve to consolidate the requirements outlined in the official ordinances that were approved when the committees were created, and to expand on the description of the purpose of the committees, and the qualifications, skill requirements, and expectations of the members.

Enclosures: Parks Advisory Committee Charter
Broadband Advisory Committee Charter

CITY OF HORSESHOE BAY

DRAFT

Parks Advisory Committee (PAC) Charter

Adopted by City Council _____

Purpose

The Parks Advisory Committee, established by City Council on January 17, 2012, serves as an advisory committee to the City Council recommending policies and procedures for proper administration of the parks program. It also serves to encourage and facilitate establishment and maintenance of recreational facilities and programs, as well as acquisition of new areas for parks and recreation programs or expansion and improvement of current programs and facilities. The committee participates in the development and ongoing management of the Parks Master Plan and other long-term plans related to parks and recreation. The committee also coordinates its efforts with plans of the various property owners' associations in the City and the plans of the Horseshoe Bay Resort as appropriate.

Responsibilities

- To act as an advisory committee to the City Council in the development, supervision, and administration of the affairs of the City parks and recreation programs.
- To ensure City parks are designed and maintained in a manner which makes them accessible to all age groups and physical capabilities.
- The committee does not have the power to make final decisions or the power to adopt rules regarding public business.

Qualifications of Applicants

Committee members shall meet (and continue to maintain for the duration of their service on the committee) the following qualifications for appointment:

- Registered voter of the City of Horseshoe Bay;
- Must have resided in the City for at least 12 months prior to appointment;
- Must not be in arrears in the payment of any taxes or other liability due to the City;
- Must be known to be interested in parks;
- Must have an active application on file with the City Secretary;
- Must meet any certain requirements as set out in city ordinance or state statute; and
- May not hold any other public office, except that of a Notary Public or as a member of the Armed Services or National Guard.

Required Member Skills

Committee members should possess the following skills, knowledge, experience and other attributes:

- The ability and willingness to work in a team environment.
- Good understanding and support of the City of Horseshoe Bay's Mission Statement, Vision Statement, Leadership Philosophy, and Values.
- General communication and team facilitation skills.
- Must be open-minded and able to work collaboratively with others.
- Exhibit a positive and constructive attitude.

Ultimately, City Council will be mindful of the professional background of each current and potential member when making the final appointments, including any prior experience in parks related fields.

Formal education in related fields is not required, but some demonstrated experience or involvement in parks and recreation projects or planning is preferred.

Membership

- Committee members will be appointed by the City Council.
- There will be a maximum of 5 members, including the Chair.
- One of the five members will be the nominee of the Board of Directors of the Horseshoe Bay Property Owners' Association;
- City Council will appoint the Chair each year in December. The members will appoint a Vice Chair and Secretary each year in January or at the first meeting after the Chair is appointed. The Vice-Chair shall act in the place of the Chair when the Chair is absent. The Secretary shall take minutes of the meetings and arrange meeting dates, times and locations.
- To the greatest extent possible, members will be past graduates of a Citizens' Academy.
- Members will serve two-year terms. Three of the five members shall have terms expiring December 31st of odd-numbered years and the other two members shall have terms expiring December 31st of even-numbered years. There shall be a limit of two successive terms (four years total) that a member may serve. A partial term to which a member is appointed shall not be counted as a full two-year term for the purpose of this limit.
- City Council will appoint a maximum of two (2) Council Members to serve as liaison(s) to the Committee.
- Any vacancy shall be filled for the unexpired term via appointment by a simple majority vote of the City Council for the remainder of the term.
- Members may be removed from office at any time by a simple majority vote of the Council.

Meeting Schedule and Attendance

The meetings of the committee shall be held on a regular basis, but not less than once every three months. As an advisory committee to the City Council, committee meetings are not required to be open to the public pursuant to the Open Meetings Act. The committee can have private meetings or meetings open to the public as it deems appropriate. Meetings may be called by the Chair or at the request of two or more committee members.

A member's position is automatically considered vacant if the member is absent for:

1) Three consecutive, regular meetings; or
2) Four meetings (cumulative) during the preceding twelve-month period.

Exceptions may be granted if the member has first obtained a written leave of absence from the Chair and absences are due to unusual circumstances beyond the member's control.

Conduct of the Members

The committee shall at all times seek to promote close cooperation between the City and all private citizens, home owners' associations within the City, institutions and agencies interested in the establishment and development of park activities. Members will act in a professional and confidential manner as representatives of the City. Each member will actively participate in deliberations, reviews and recommendations. Members will respect the process, this Charter, and one another by considering all ideas expressed, being thoroughly prepared for each meeting, maintaining the confidentiality agreed upon and sharing equally in the responsibility to reach consensus successfully. Members will treat citizens who attend the meetings with respect and fairness. Any member who has, or may have, a conflict of interest related to any item being considered by the committee must complete and submit a Conflict of Interest Affidavit to the City Secretary immediately, whether such interest is direct, indirect, financial or otherwise.

CITY OF HORSESHOE BAY

DRAFT

Broadband Advisory Committee (BAC) Charter

Adopted by City Council _____

Purpose

The Committee's role is to serve as an advisory body to the City Council for the purpose of exploring and recommending potential broadband service options to increase the availability of high-speed internet options in Horseshoe Bay. The Committee does not have the power to make final decisions or the power to adopt rules regarding public business.

Responsibilities

- To explore opportunities and make recommendations regarding potential broadband service options to increase the availability of high-speed internet options in Horseshoe Bay.
- To work with local, state and national internet providers to determine feasibility of new or improved internet infrastructure in Horseshoe Bay.
- To advise City Council on future planning for internet infrastructure in Horseshoe Bay in residential and commercial developments.
- To provide a report of the Committee's activities to City Council on a quarterly basis.

Qualifications of Applicants

- Registered voter of the City of Horseshoe Bay;
- Must have resided in the City for at least 12 months prior to appointment;
- Must not be in arrears in the payment of any taxes or other liability due to the City;
- Must have an active application on file with the City Secretary;
- Must meet any certain requirements as set out in city ordinance or state statute; and
- May not hold any other public office, except that of a Notary Public or as a member of the Armed Services or National Guard.

Required Member Skills

Committee members should possess the following skills, knowledge, experience and other attributes:

- The ability and willingness to work in a team environment.
- Good understanding and support of the City of Horseshoe Bay's Mission Statement, Vision Statement, Leadership Philosophy, and Values.
- General communication and team facilitation skills.
- Must be open-minded and able to work collaboratively with others.
- Exhibit a positive and constructive attitude.
- Be currently or previously employed or engaged in current and/or emerging technology fields related to internet services.

Ultimately, City Council will be mindful of the professional background of each current and potential member when making the final appointments.

Membership

- Committee members will be appointed by the City Council.
- There will be a maximum of six (6) members, including the Chair.
- The members will appoint a Chair, Vice Chair and Secretary. The Vice-Chair shall act in the place of the Chair when the Chair is absent. The Secretary shall take minutes of the meetings and arrange meeting dates, times and locations.
- To the greatest extent possible, members will be past graduates of a Citizens' Academy.
- Members shall continue to serve until such time as they resign, are removed, or the Committee is terminated.
- City Council will appoint a maximum of two (2) Council Members to serve as liaison(s) to the Committee.
- Members may be removed from office at any time by a simple majority vote of the City Council.

Meeting Schedule and Attendance

The Committee shall meet on a regular basis as determined by its members. Meetings shall be called by the Chair or at the request of two or more of the Committee members. Members shall attend meetings as necessary to complete required duties as specified by City Council and Committee members. The Committee meetings shall be open to the public.

Conduct of the Members

Members will act in a professional and confidential manner as representatives of the City. Each member will actively participate in deliberations, reviews and approvals. Members will respect the process, this Charter, and one another by considering all ideas expressed, being thoroughly prepared for each meeting, and sharing equally in the responsibility to reach consensus successfully. Members will treat citizens who attend the meetings with respect and fairness. Any member who has, or may have, a conflict of interest related to any item being considered by the committee must complete and submit a Conflict of Interest Affidavit to the City Secretary immediately, whether such interest is direct, indirect, financial or otherwise.

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: **Mayor and City Council**

Thru: **Stan R. Farmer, City Manager**

From: **Eric Winter, Development Services Director**

RE: **Ordinance 2020-16: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.009(a) Temporary Certificate of Occupancy and Final Certificate of Occupancy and Adding New Subsection 3.03.009(b), Providing Clarification Regarding the Requirements and Purpose of a Temporary Certificate of Occupancy**

Staff has been having issues with building contractors and new owners of residences placing personal items in houses under construction and with realtors placing items to stage houses for showing to prospective clients, *prior to issuance* of a Temporary Certificate of Occupancy (TCO) for the house.

The attached Ordinance defines occupancy to be any storage of personal items in any part of the house and requires that a TCO be issued before any occupancy of a unit prior to approval of a Final CO. It also lists requirements for a TCO.

Enclosure: **Ordinance 2020-16**

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-16

AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.009(a) TEMPORARY CERTIFICATE OF OCCUPANCY AND FINAL CERTIFICATE OF OCCUPANCY

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.009(a) TEMPORARY CERTIFICATE OF OCCUPANCY AND FINAL CERTIFICATE OF OCCUPANCY AND ADDING NEW SUBSECTION 3.03.009(b), PROVIDING CLARIFICATION REGARDING THE REQUIREMENTS AND PURPOSE OF A TEMPORARY CERTIFICATE OF OCCUPANCY AND PROVIDING FOR FINDING OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Horseshoe Bay seeks to continue to provide for the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City Council sees a need to clarify the requirements and purpose of a Temporary Certificate of Occupancy; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that Chapter 3 Building Regulations of the City Code of Horseshoe Bay should be amended as herein described.

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

I. FINDINGS OF FACT

All the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.009(a) TEMPORARY CERTIFICATE OF OCCUPANCY AND FINAL CERTIFICATE OF OCCUPANCY

Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.009(a) Temporary Certificate of Occupancy (TCO) and Final Certificate of Occupancy (FCO) is hereby amended to read as follows:

(a) For the purpose of this Section, occupancy is defined as any temporary or permanent storage of personal items in any part of the residence, staging of a house that is for sale, and any human residency. A TCO must be issued to allow any occupancy while work on outstanding items is being done prior to issuance of a Final Certificate of Occupancy. Requirements for a TCO are:

(1) Approval of a final building inspection by the building inspector.

(2) Approval of the grinder final inspection.

(3) Approval of city and state required inspections before water service is turned over to the owner by the water conservation specialist.

(4) Approval of a code compliance inspection by the code officer for trash and construction material removal, removal of the dumpster and portable toilet, and provision of the address and yard-light, and any other applicable city codes; and

(5) Submission of the form survey, energy compliance reports and any required third-party documents or inspections.

(b) At the Building Official or Code Official's discretion, some of the requirements from items 4 and 5 above may be addressed under a TCO.

III. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

V. EFFECTIVE DATE

This Ordinance shall be and become effective from and after its date of passage and publication as may be required by governing law.

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 16th day of June, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

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Cynthia Clinesmith, Mayor

ATTEST:

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Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: **Mayor and City Council**

Thru: **Stan R. Farmer, City Manager**

From: **Eric Winter, Development Services Director**

RE: **Ordinance No. 2020-15: Amending Chapter 3 Building Regulations, Article 3.02 Building Code, Section 3.02.022 the International Pool and Spa Code Adding the Requirements for a Temporary Fence and that the Permanent Fence Must be Installed Immediately After the Temporary Fence is Removed**

Staff was made aware of a situation where a swimming pool was under construction, water was in the pool, but the fence barrier and gate were not in place, creating an attractive nuisance for children. *The 2015 International Pool and Spa Code* adopted by Council on February 19, 2019 does not require that the fence and gate be installed prior to adding water to the pool or spa.

The attached Ordinance would amend the Section of the Building Code Ordinance that adopted the 2015 International Pool and Spa Code by adding two new requirements:

1. **A 4-foot-tall temporary fence during the entire time of construction until the permanent barrier is installed, so that a fence is up whenever water is added to the pool; and**

2. **The permanent barrier, which must meet all other Code requirements, be in place immediately after the temporary fence is removed.**

Enclosures: **Ordinance 2020-15**

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-15

AMENDING BUILDING REGULATIONS SECTION 3.02.022 THE INTERNATIONAL POOL AND SPA CODE TO REQUIRE TEMPORARY FENCE

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.022 THE INTERNATIONAL POOL AND SPA CODE ADDING THE REQUIREMENTS FOR A TEMPORARY FENCE AND THAT THE PERMANENT FENCE MUST BE INSTALLED IMMEDIATELY AFTER THE TEMPORARY FENCE IS REMOVED; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Horseshoe Bay ("City Council") seeks to continue to provide for the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City Council approved Ordinance No. 2019-03 adopting the 2015 International Pool and Spa Code on February 19, 2019; and

WHEREAS, the Council has determined that there is a safety issue when swimming pools and spas are under construction and filled with water, but no fence or barrier has been installed; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that Chapter 3 Building Regulations of the City Code of Horseshoe Bay should be amended as herein described.

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

I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.022

Section 3.02.022 is hereby amended to read as follows:

Sec. 3.02.022 Pool and spa building code

The city hereby adopts the 2015 edition of the "International Pool and Spa Code," published by the International Code Council, Inc., as may be amended. Such document, as may be amended, is hereby adopted as the "pool and spa building code" of the city for regulating the design, construction, quality of materials, installation, alteration, repair, location, relocation, replacement, addition to and use or maintenance of swimming pools and spas, and providing for the issuance of permits and collection of fees therefore; and each and all regulations, provisions, penalties, conditions and terms of such "International

Pool and Spa Code," which is adopted and made a part hereof as if fully set out in this section. Additional requirements for final approval of a pool and spa include: i) a four foot (4') tall temporary fence must be in place at all times during construction until the permanent fence is installed; and (ii) the permanent barrier must be in place immediately after the temporary fence has been removed and must meet all Code requirements.

III. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

V. EFFECTIVE DATE

This Ordinance shall be and become effective from and after its date of passage and publication as may be required by governing law.

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 16th day of June, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: **Mayor and City Council**

From: **Kerri Craig, City Secretary**

RE: **Approval of Meeting Minutes, May 19, 2020**

Enclosures: **Minutes**

City Council Meeting Minutes

A Regular City Council Meeting of the City of Horseshoe Bay was held Tuesday, May 19, 2020, beginning at 3:00 PM in the City Hall, 1 Community Drive, Horseshoe Bay, Llano County, Texas.

1. **Call the Meeting to Order and Establish a Quorum**
   Mayor and City Council Members
   Mayor Cynthia Clinesmith
   Mayor Pro Tem Jerry Gray
   Council Member Kent Graham
   Council Member Frank Hosea
   Council Member Randy Rives
   Council Member Elaine Waddill

   Mayor Cynthia Clinesmith called the meeting to order at 3:00pm. All present.
2. **Invocation**
3. **Pledges to the Flags**
4. **Presentations**
   A. Presentation Regarding a Feasibility Study for a Fire Boat – Fire Chief Brent Batla provided a presentation, which is on file. No action taken.
5. **Consent Agenda**
   A. Approval of Workshop Minutes, April 7, 2020
   B. Approval of Regular Meeting Minutes, April 21, 2020
   C. Approval of Water and Wastewater Agreement with The Parks at Horseshoe Bay Development

   Mayor Pro Tem Gray motioned to approve all consent items except item C which will not be considered at this meeting. Council Member Waddill seconded. VOTE: 5-0 in favor of approval of items A and B only, motion passed. No action was taken on item C.
6. **Monthly Statistical Departmental Reports**
   A. City Manager
   B. Finance Department
   C. Utilities Department
   D. Development Services
   E. Fire Department
   F. Police Department
   G. Animal Control
7. **Adjourn -** Mayor Pro Tem Gray motioned to adjourn the meeting. Council Member Graham seconded. VOTE: 5-0 in favor, motion passed. Meeting adjourned at 4:02pm.

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Utilities Director

RE: Approval of Water and Wastewater Service Agreement with The Parks at Horseshoe Bay Development

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Mid-COM has requested water and wastewater services from the City for its 113.5 acres tract project called the Parks of Horseshoe Bay (the "Project"), located at the intersection of Highway 71 and FM 2147. Mid-COM has worked with City Staff in order to meet the City's Development Ordinances and to secure water and wastewater utilities extensions to the Project from the City's existing utilities. The utilities extensions to the Project were paid for by Mid-COM and completed in August 2019. A memo is attached that explains why an Impact Fee Credit for the Off-Site Utilities is given to Mid-COM (Mid-COM installed certain water and wastewater mainlines that were part of the Impact Fee infrastructure). The referenced transmission lines were installed and paid for by Mid-COM at a cost of $702,000. These lines are related to providing services to western areas annexed into the City as define in the 2017 Impact Fee Ordinance (see enclosed memo).

A Water and Wastewater Agreement was prepared based on the needs of the Project as shown by Mid-COM. This agreement defines the responsibilities and requirements of both the Mid-COM and the City as it relates to providing and maintaining Water and Wastewater Services to the Project.

This agreement is similar as used for the Tuscan Village Development but defined specifically for the Project's design and utilities system needs. The agreement defines the maximum quantity of LUEs (living unit equivalents) available to the Project, that being 310 LUEs.

The Project's on-site development utilities will be paid for and installed by Mid-COM and will include the City's construction inspection expenses. Construction will be required to meet TCEQ and the City's standards and regulations. All applicable City impact and service taps fees will be paid (or credited) prior to any connection to the utilities system.

The City Staff is requesting the Council approve the Water and Wastewater Agreement for the Parks of Horseshoe Bay.

Enclosures: Water and Wastewater Agreement for The Parks of Horseshoe Bay
Memo regarding Impact Fee Credit for Mid-COM

WATER AND WASTEWATER SERVICE AGREEMENT

This Water and Wastewater Service Agreement ("**Agreement**") is between the City of Horseshoe Bay, Texas, a Texas Home Rule Municipality located in Llano and Burnet Counties, Texas (the "**City**"), Midcom Management, LLC, and Midcom Management #2, LLC, a Texas limited liability company (together with Midcom Management, LLC, the "**Owner**"), having an address at P.O. Box 7902 Horseshoe Bay, TX 78657.

RECITALS:

A. On March 21, 2017, the City approved Ordinance No. 2017-07 Adopting PD Zoning Regulations for approximately 113.85 acres of land (the "**Land**") located within the corporate limits of the City, as more fully described by the attached "**Exhibit A"** hereto and incorporated herein.

B. Of the 113.85 acres of the Land, Owner has previously sold the following tracts:

(a) Approximately 18.38 acres of land to Llano County Petroleum Club, LLC, a Texas limited liability company by deed dated September 18, 2019 and recorded under Instrument No. 19-05902 in the Official Public Records of Llano County, Texas, ("18 Acre Tract");

(b) Approximately 5.0 acres of land to Gotcher's Trace, LLC, a Texas limited liability company by deed dated May 31, 2019 and recorded under Instrument No. 19-03407 in the Official Public Records of Llano County, Texas (the "**Gotcher Tract**");

(c) Approximately 3.997 acres of land to Manix Energy, Ltd., a Texas limited partnership by deed dated August 25, 2017 and recorded under Volume 1575, Page 3894 in the Official Public Records of Llano County, Texas, ("3.9 Acre Tract");

(d) Approximately 2.05 acres of land to Caraway Land & Development, LLC, by deed dated October 29, 2010 recorded under Volume 1525, Page 3810 in the Official Public Records of Llano County, Texas, ("2 Acre Tract"); and

(e) Approximately 4.22 acres of land to Preston Garret Craig, Jr and Tatum Craig by deed dated September 1, 2009 and recorded under Volume 1518, Page 0612 in the Official Public Records of Llano County, Texas, ("4.2 Acre Tract").

C. Owner retains ownership of the remaining unsold portions of the Land of approximately 80.203 acres ("**Owner's Land**") and retains the responsibility to provide water and wastewater facilities to these unsold portions of the Land and to the Gotcher Tract.

D. Owner intends to provide water and wastewater infrastructure to Owner's Land and the Gotcher Tract pursuant to this Agreement and to an Infrastructure Permit from the City.

E. Owner now desires to secure water and wastewater service to all of the Land from the City through its Systems and to connect to the Systems through the City's existing Horseshoe Bay West water and wastewater infrastructure.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I
DEFINITIONS

1.1 Agreement. This contract between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 City. The City of Horseshoe Bay, an incorporated home rule municipality located in Llano and Burnet Counties, Texas.

1.3 City Engineer: The person or firm designated by the City Council as the water and wastewater engineer for the City.

1.4 City Utility Standards. City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the applicable chapters of the City's Code of Ordinances and all related regulations and permits.

1.5 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

1.6 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the Infrastructure Permit and Planned Development Ordinance and building plans approved by the City.

1.7 Effective Date. The date set forth as the Effective Date in § 6.13 below.

1.8 Land. That certain 113.85 acre tract of land in Horseshoe Bay, Llano County, Texas, as shown on "**Exhibit A"** attached hereto and incorporated herein.

1.9 New Facilities. All Public Facilities necessary for water and wastewater service to be provided to the Land.

1.10 LUE. Living Unit Equivalents of water and sewer usage, as established from time to time and currently defined as a single residential structure that utilizes a one-inch (1"), or smaller, water meter and a single grinder pump assembly ("grinder pump"). For multiple residential dwellings utilizing combined larger meters or combined duplex grinder pumps, each individual residential structure will count as one LUE. For dwellings larger than a 1" meter, the AWWA meter conversions multiplier will be used to determine equivalent LUEs.

1.11 Notice. Notice as defined in §6.2 of this Agreement.

1.12 Owner. Midcom Management, LLC, and Midcom Management #2, LLC, both being Texas limited liability companies.

1.13 Owner's Land. That portion of the Land described in Recital "C", above

1.14 Private Facilities. All Water and Wastewater Infrastructure, equipment and related improvements necessary to serve the Land between the structures on the Land and the connection point to the Public

Facilities at the platted property line, including the service line from public taps at the platted property line. This will also include fire lines within the Land that will serve private structures.

1.15 Public Facilities. All water and wastewater facilities, equipment or related improvements necessary to serve the Land up to the Private Facilities connection point at the platted property line. The Public Facilities include the actual physical connection between the Private Facilities to the Public Facilities. The Public Facilities also include the grinder pump located within the Private Facilities that provide sewer service to the private structures.

1.16 Party. Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

1.17 Infrastructure Permit. An Infrastructure permit under the City's Development Policy, as it may be amended from time to time.

1.18 Systems. The City's Centralized Water System and Wastewater Treatment System, including the City's water treatment plant and all City-owned water delivery facilities from that water plant to the Land; and, transport from the Land, including the grinder pump, through City-owned wastewater collection infrastructure for treatment and disposal at the City's wastewater treatment plant.

ARTICLE II
SERVICE TO THE DEVELOPMENT

2.1 City Water and Wastewater Service. Except as provided in Section 2.4, below, the City will be the exclusive provider of (i) water and (ii) wastewater collection and treatment service to the Land through the City's Systems in an amount up to a total of 310 LUEs. The City will make this retail water and wastewater service available to the Land upon Owner's construction and connection of the Private and Public Facilities pursuant to this Agreement. Additional LUEs will not be made available to the Land except as may be agreed in writing by the City from time to time.

2.2 Application for Water and Wastewater Service. Owner shall execute and file with the City a completed copy of the City's form of application for water and wastewater service for any temporary or permanent utility connection within the Development utilized for construction. After a lot, unit or tract is sold, Owner must terminate utility services and the new owner must apply for permanent utility services.

2.3 Infrastructure Permit. Nothing in this Agreement approves the Owner's application for the Infrastructure Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

2.4 Notwithstanding the foregoing, the Parties acknowledge and agree that the 4.2 Acre Tract and the 2 Acre Tract currently receive water and wastewater service from private wells and septic tank systems. Additionally, the 18 Acre Tract currently receives wastewater service from a private septic tank system.

ARTICLE III
INFRASTRUCTURE CONSTRUCTION, CONNECTION, DEDICATION, EASEMENTS AND MAINTENANCE

3.2 Construction Standards. For Private and Public Facilities that have not been constructed as of the effective date of this Agreement (the "**New Facilities**"), Owner shall construct all Private and New Utilities Facilities in compliance with (a) this Article III; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.3 Construction Warranty and Guarantee. Any New Facilities dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any New Facilities to be dedicated to the City (including the New Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

> "Immediately before the expiration of the two (2) year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than twenty (20) days-notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until twenty (20) days after the inspection is completed.
>
> During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.
>
> The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse of others."

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.4 Private Facilities. Owner or the applicable Purchaser is required to construct, install, operate and maintain all Private Facilities in accordance with all applicable laws, rules and regulations.

3.5 New Facilities. Owner is required to construct and install all New Facilities, defined by each approved construction phase. Owner agrees to complete the New Facilities within eighteen (18) months of the City's issuance of the Infrastructure Permit for the approved construction phase for the Land.

3.6 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the New Facilities and the Private Facilities, and to charge Owner for all applicable reimbursement expenses for City review, construction inspections and approvals. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the New Facilities and the Private Facilities with the City for review and approval. Construction of the

New Facilities and the Private Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt. A pre-construction conference and at least monthly construction status meetings will be held by the Owner's contractor(s) and the City Engineer. Prior to construction, all applicable City fees must be paid in full; thereafter, any subsequent related fees charged by the City for inspections, must be promptly paid.

3.7 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of all New Facilities and the Private Facilities, including any connections to private structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the New Facilities and the Private Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the New Facilities and the Private Facilities is substantially complete, then the City will schedule a final inspection by the City of the New Facilities and the Private Facilities within twenty (20) days of such notification by the Owner. After such final inspection, the Owner shall timely correct any items determined by the City to be deficient. The final inspection shall not be scheduled until after the approved pressure test(s) of the completed New Facilities and the Private Facilities are performed at Owner's sole expense and a copy of the resulting test results are provided to the City. Owner shall notify the City in advance of the pressure tests, and give the City an opportunity to witness the inspection. Required bacteriological tests must indicate the water infrastructure is properly sterilized after all construction is completed after acceptance of completed system but prior to the City providing any utility services through the New Facilities and the Private Facilities. City will collect bacteriological tests for certified lab testing at the cost to the Owner. Bacteriological test results will be provided to the Owner and the City.

3.8 Review and Inspection Fees. Owner shall reimburse the City for all outside consulting expenses, outside engineering and project inspection fees related to this Agreement for review of plans, and water and wastewater construction phase(s) inspection oversight, including final inspections for acceptance by the City.

3.9 City Acceptance of New Facilities. After completion of the New Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the City agrees to accept the New Facilities for dedication to the City's System.

3.10 Conveyance of New Facilities. Within sixty (60) days after the City's acceptance of the New Facilities under § 3.9, the Owner shall convey the New Facilities to the City. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the New Facilities, in form acceptable to the City, as well as:

(a) all bonds, warranties, guarantees, and other assurances of performance;

(b) all as-built record drawings, easements and project or equipment manuals and all other documentation related to the New Facilities; and

(c) all easements required by § 3.14 and 3.15 below.

Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the New Facilities shall become part of the City's System.

3.11 Connection to the System. After Owner has transferred the New Facilities to the City as provided in §3.9, the City will schedule the New Facilities connection to the City's System; however, the City may require construction of the New Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all water and wastewater flows up to 310 LUEs to and from the Land.

3.12 Delivery of Drawings. The Owner shall cause to be delivered to the City as-built drawings and electronic files (pdf of AutoCAD) for all New Facilities and Private Facilities no later than thirty (30) days after final inspection. As-build drawings will be used as the official accepted drawings for the conveyance of the New Facilities to the City.

3.13 Maintenance of Private Facilities. The Owner or applicable Purchaser shall be solely responsible for the maintenance, repair and replacement of all Private Facilities, save and except the grinder pumps, which will be the sole responsibility of the City after they are properly installed by Owner. If Owner is made aware of a water or wastewater infrastructure leak or public health issue within the Private Facilities, it must be addressed and repaired immediately. Owner will be assessed a fee for estimated water loss due to leaks not repaired on non-metered private fire services within twenty-four (24) hours after verbal notice is provided to Owner by the City.

3.14 Grant of Easements. Before starting to construct the New Facilities, Owner must have acquired, at no cost to the City, all water and wastewater easements necessary for the New Facilities. Owner shall grant the easements for the New Facilities provided to the City as required in §3.9 in the form attached as "**Exhibit B"**. The City shall record the easements in the Official Pubic records of the County where such easements are located. The City acknowledges that some of the New Facilities may be located in existing public rights-of-way or existing utilities easements that do not have to be acquired by Owner.

3.15 Private Facility Easements. Owner shall acquire and maintain all water and wastewater utilities easements necessary for City to maintain New Facilities and all grinder pumps on Land at no cost to the City.

ARTICLE IV
FEES AND CHARGES

4.1 Tap Fees. Tap fees will be charged for each residential service connection provided by the City. This fee is required for all single, stand-alone structures, as well as each separate resident included in any multiple dwelling structures. Any community structure such as community center(s) or common use or maintenance building structures will require a separate tap fee for individual connections. Sizing of meters will be at the City's discretion and will be based upon estimated water demands and/or number of fixtures using customary engineering criteria.

4.2 Service Fees. Service Fees will be based on the City's current Rates and Services Ordinance and fee schedules as approved by City Council from time to time.

4.3 Line Extension Charges and Impact Fees. Owner agrees to pay the line extension charges in accordance with Article 13.06 – Extension of Utility Lines of the City's Code of Ordinances and the

City's Impact Fees as provided in the City's Code of Ordinances. With respect to the Gotcher Tract, the Parties agree that based solely upon the site plan and proposed occupancy of the Gotcher Tract, the total amount of Impact Fees owed to the City shall be based upon the Gotcher's Tract being served by a two-inch meter and shall be in the total amount of $40,000.00. However, Owner hereby assigns impact fee credits in the same said amount to the Gotcher's Tract with the result that Gotcher's Trace LLC does not owe the City any payment for impact fees for the two-inch meter, and with the result that Owner has a total of $662,000.00 remaining in impact fee credits. Notwithstanding the foregoing, if the future uses of the Gotcher Tract require a meter larger than the initial two-inch meter, the owner of the Gotcher Tract shall be responsible for any additional impact fees.

4.4 Other Fees and Charges. Payment of Line Extension Charge as provided above will satisfy the Owner's Extension Line Charge obligations for the requested capacity of 310 LUEs. After any part of the Private Facilities is connected to the System, water and wastewater service to the Land will remain subject to all other charges and regulations as provided in the City's Code of Ordinances.

4.5 Landlord Guarantee. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's City utility bill. If Owner intends to separately meter and sell individual lots or units within the Development; or, if Owner leases any of the single-family units, or (subject to issuance of a building permit) constructs multi-family units, Owner agrees to be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants. All wastewater grinder pumps for duplex units that serve multi-residential structures must have an individual electrical service, not connected to the electrical metered service of one of the multiple residential units served, and such electrical service must be paid by Owner or Property Owners Association.

ARTICLE V
TERM AND TERMINATION

5.1 Term. This Agreement remains in effect so long as the City is providing water and/or wastewater service to the Development, unless otherwise expired or terminated under this Article V.

5.2 Termination for Non-Use. This Agreement expires on October 1, 2025, unless 5 units have been constructed and connected to the Systems as provided in this Agreement.

5.3 Termination for Breach. In the event Owner breaches this Agreement, City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within sixty (60) days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within thirty (30) days after the second notice gives the City the right to terminate this Agreement by sending a termination notice.

ARTICLE VI
MISCELLANEOUS

6.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties

acknowledge that this Agreement is performable in Llano County, Texas and hereby submit to the jurisdiction of the courts of Llano County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

6.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Horseshoe Bay
Attn: City Manager
P. O. Box 7765
Horseshoe Bay, Texas 78657

To Owner:

MidCom Management
Attn: Ted Burget
P.O. Box 7902
Horseshoe Bay, Texas 78657

6.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

6.4 Amendment**.** This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

6.5 No Waiver**.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for

any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

6.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

6.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “include” or “including” means to include “without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

6.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

6.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

6.11 Professional Fees. Owner agrees to place funds into the City’s escrow account, as necessary from time to time, to reimburse the City for its reasonable and necessary fees from outside engineering and legal consultants who assisted in the negotiation and preparation of this Agreement.

6.12 Incorporation of Exhibits by Reference**.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

EXHIBIT A Map of the Land
EXHIBIT B Forms of Easements (public utilities)
EXHIBIT C Sewer Blanket Maintenance Work Access Easement

6.13 Effective Date. The Effective Date of this Agreement is June 16, 2020.

[signatures on following pages]

CITY OF HORSESHOE BAY, TEXAS

_____
Cynthia Clinesmith, Mayor

STATE OF TEXAS
COUNTY OF LLANO

This instrument was executed Cynthia Clinemsith before me on this the 16th day of June, 2020.

_____
Notary Public, State of Texas
My Commission Expires: _____

OWNER
MIDCOM MANAGEMENT #2, LLC
a Texas limited liability company

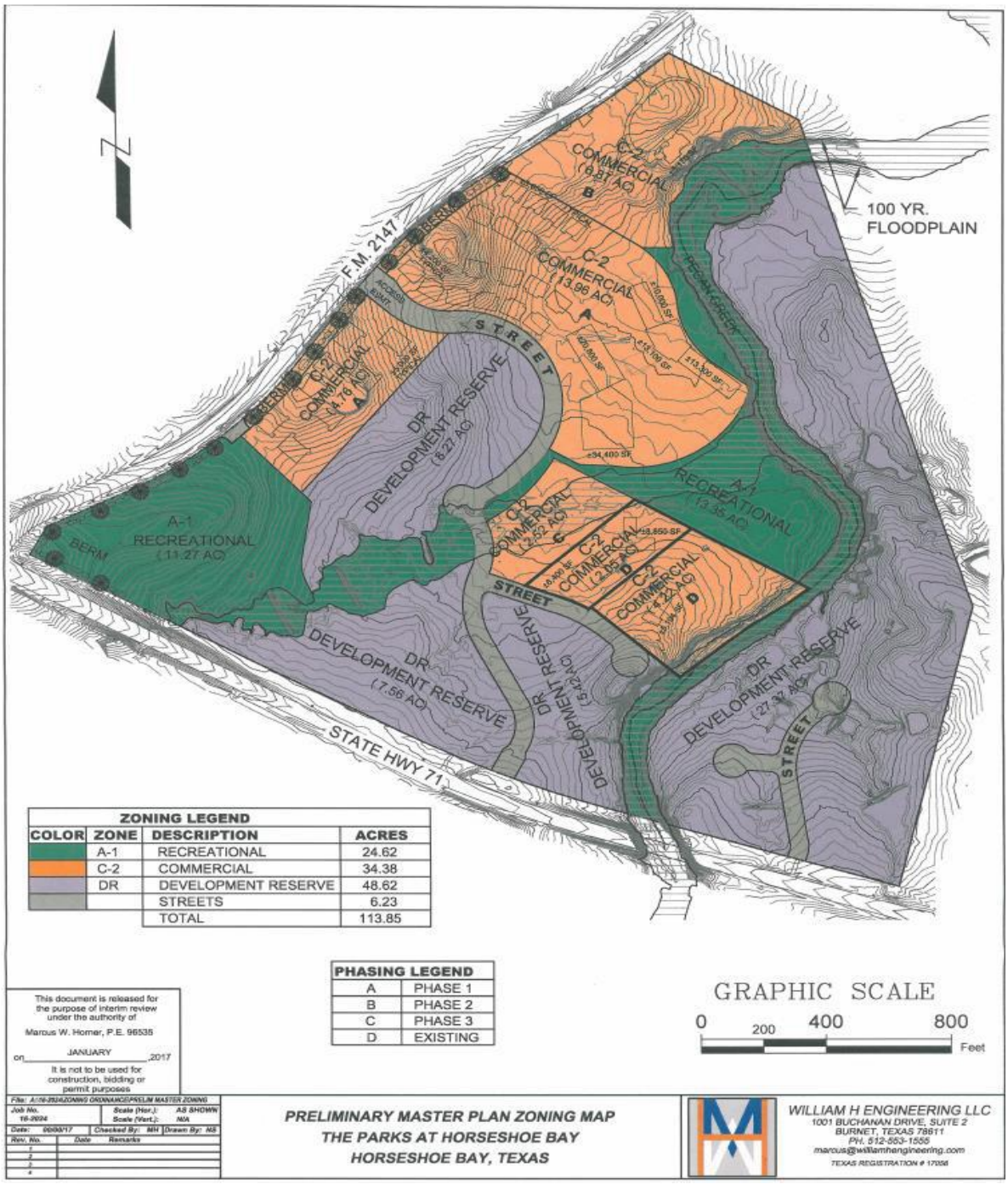
_____
Ted Burget, Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was executed by Ted Burget before me on this the _____ day of _____, 2020.

_____
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A
MAP OF LAND



ZONING LEGEND			
COLOR	ZONE	DESCRIPTION	ACRES
	A-1	RECREATIONAL	24.62
	C-2	COMMERCIAL	34.38
	DR	DEVELOPMENT RESERVE	48.62
		STREETS	6.23
		TOTAL	113.85

PHASING LEGEND	
A	PHASE 1
B	PHASE 2
C	PHASE 3
D	EXISTING

This document is released for the purpose of interim review under the authority of Marcus W. Horner, P.E. 96535 on JANUARY, 2017. It is not to be used for construction, bidding or permit purposes.

File: A:\16-2524ZONING ORDINANCE\PRELIM MASTER ZONING
Job No. 16-2524 | Scale (Hor.): AS SHOWN | Scale (Vert.): N/A
Date: 09/08/17 | Checked By: MH | Drawn By: MB

Rev. No.	Date	Remarks
1		
2		
3		
4		

PRELIMINARY MASTER PLAN ZONING MAP
THE PARKS AT HORSESHOE BAY
HORSESHOE BAY, TEXAS

WILLIAM H ENGINEERING LLC
1001 BUCHANAN DRIVE, SUITE 2
BURNET, TEXAS 78611
PH. 512-553-1555
marcus@williamhengineering.com
TEXAS REGISTRATION # 17056

EXHIBIT B

FORMS OF EASEMENT
PUBLIC WATER AND WASTEWATER UTILITIES EASEMENT
FOR THE PARKS OF HORSESHOE BAY

(language to point to approved easements on plat and on approved development Utility Plans and Specifications)

THAT Midcom Management #2, LLC, a Texas limited liability company ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other valuable consideration paid by The City of Horseshoe Bay, Texas, a Texas home rule municipality ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive DEDICATED WATER AND WASTEWATER EASEMENT AS DEFINED ON THE CITY'S APPROVED UTILITIES CONSTRUCTION PLANS for use and passage in, over, across, beneath, and along that certain parcel of land situated in Llano County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B ("Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground water and sanitary sewer lines (which may include related devices, including, but not limited to, water distribution lines, fire hydrants, sewer collection lines mains) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, meters assemblies, grinder pumps, service line connections, pipelines, junction boxes, and other appurtenant facilities ("Water and Sanitary Sewer Easements"). It is intended by these presents to grant and convey the Water and Wastewater Easements to the City as described above, with rights of ingress and egress as the City may deem appropriate in the use of such Water and Wastewater Easements, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, asphalt pavement, or drainage curbing without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the Water and Sanitary Sewer Easements, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Water and Sanitary Sewer Easements unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

{signature on following page}

EXECUTED this the _____day of_____, 2020.

GRANTOR:

Midcom Management #2, LLC
A Texas limited liability company

By: _____
Name: Ted Burget
Title: Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was executed by Ted Burget before me on this the _____ day of _____, 2020.

_____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit A

Legal Description of Property

Public Water and Wastewater Utilities Easement for the Parks of Horseshoe Bay

Being 113.852 of land, out of the E.G. Mercer Survey No. 3, Abstract No. 562 and the J. Jones Survey No. 86, Abstract No. 1473, both of which are situated in Llano County Texas, and consisting of all of a called 20.0 acre tract of land described in a deed to Midcom Management #2 LLC, and recorded in Volume 1478, Page 117 of the official public records of Llano County, Texas (O.P.R.I.C.T.), all of a called 14.974 acre tract of land (Tract I) and all of a called 15.7811 Acre tract of land (Tract II), described in a deed to Midcom Management #2 LLC, as recorded in Volume 1516, Page 168 (O.P.R.I.C.T.), the remaining portion of a called 63.11 acre tract of land, described in a deed to Midcom Management LLC, as recorded in Volume 1473, Page 599 (O.P.R.I.C.T.), also, all of parcel 2 (2.516 acres) of Caraway Plat No. 1, a Llano County Subdivision, according to the plat recorded in Volume 19,. Page 85 of the plat records of Llano County, Texas (P.R.I.C.T.).

Beginning at a concrete highway marker found, at the intersection of Farm to Market Highway No. 2147, a 100-foot public right-of-way, and State Highway No. 71, a variable width public right-of-way, for the southwest corner of said 63.11 acres and hereof;

Thence along the east right-of-way line of said Farm to Market Highway No. 2147, said 63.11 acre tract, said 15.7811 acre tract, said 14.974 acre tract, and said 20.0 acre tract, for the westerly line hereof, the following courses and distances:

1) North 20 degrees 12'30" East, a distance of 111.87 feet, a concrete market found;

2) North 63 degrees 39'31" East, a distance of 287.06 feet, to a concrete highway market found, at the beginning of a curve to the left;

3) Along said curve to the left, having an arc length of 732.24 feet, a radius of 1,482.39 feet, and a chord bearing North 49 degrees 34'32" East, a distance of 724.82 feet, to a concrete highway market found;

4) North 35 degrees 21'19" East, a distance of 276.95 feet, to a concrete highway market found, at the beginning of a curve to the right;

5) Along said curve to the right, an arc length of 642.63 feet, a radius of 1,860.37 feet, and a chord bearing North 45 degrees 19'30" East, a distance of 639.44 feet, to a concrete highway market found;

6) North 55 degrees 10'26" East, a distance of 293.97 feet, to mag nail found, at the beginning of a curve to the left;

7) Along said curve to the left, having an arc length of 423.54 feet, a radius of 2,915.24 feet, and a chord bearing North 51 degrees 01'11" East, a distance of 423.17 feet, to a ½-inch iron rod found, for a westerly corner of a tract of land, described in a deed to SW Ownership LLC, as recorded in Volume 1515, Page 821 O.P.R.I.C.T., the northwest corner of said 20 acre tract and hereof;

Thence South 60 degrees 19'41" East, along said SW Ownership LLC tract and said 20.0 acre tract, for the north line hereof, a distance of 481.64 feet, to a ½-inch iron rod found, for the northeast corner of said 20.0 acre tract and hereof;

1) North 73 degrees 21'27" West, a distance of 953.37 feet, to a concrete market found, at the beginning of a curve to the right;

2) Along said curve to the right, having an arc length of 737.11 feet, a radius of 3,729.72 feet, and a chord bearing North 67 degrees 41'38" West, a distance of 735.91 feet to a concrete market found;

3) North 62 degrees 00'20" West, a distance of 1,344.98 feet, to the POINT OF BEGINNING, containing, 113.852 acres, more or less.

(See Exhibit A)

NOTE: The approximate 113.852 Acre Tract represents the inclusion of the Garrett Subdivision of (4.22 Acres) and a portion of the Caraway Subdivision (2.05 Acres). See Appendix "A". (net developable tract 107.582)

Exhibit B

Public Water and Wastewater Utilities Easement Area

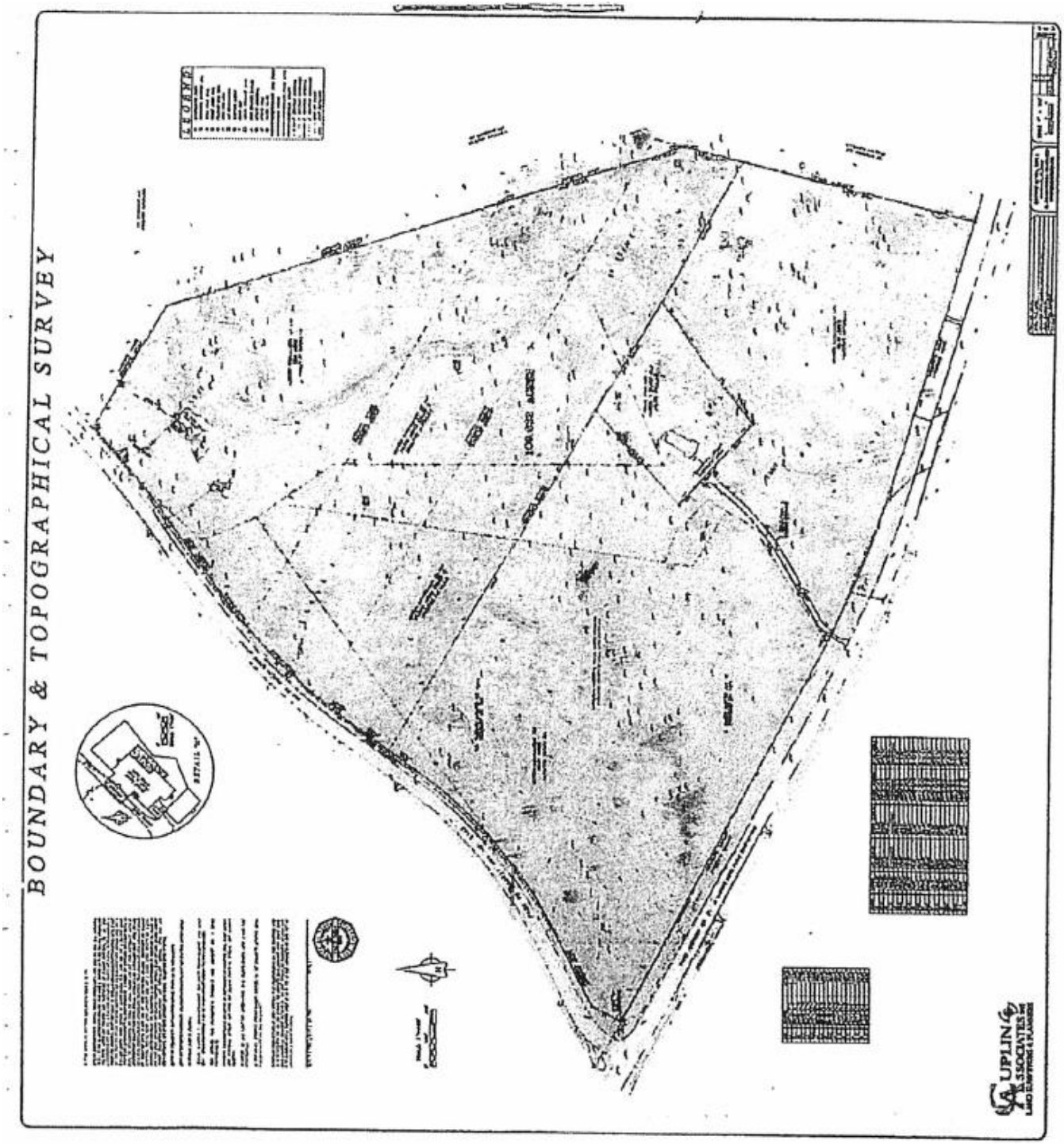


EXHIBIT C

CITY OF HORSESHOE BAY SANITARY SEWER BLANKET MAINTENANCE WORK ACCESS EASEMENT

STATE OF TEXAS	§	
	§	**KNOW ALL PEOPLE BY THESE PRESENTS:**
	§	
COUNTY OF LLANO	§	

THAT Midcom Management #2, LLC, a Texas limited liability company ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other valuable consideration paid by The City of Horseshoe Bay, Texas, a Texas home rule municipality ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive blanket sanitary sewer easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Llano County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B ("Sewer Blanket Maintenance Work Access Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer infrastructure and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, grinder assemblies, service line connections, pipelines, junction boxes, clean outs, flushing connections, and other appurtenant facilities. It is intended by these presents to grant and convey the Sanitary Sewer Blanket Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Blanket Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon grinder pumps and their related equipment in way that will hinder and restrict access to maintain these City maintained sanitary sewer components. Failure to comply will require the City to disconnect service until access is restored.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

{signature on following page}

EXECUTED this the _____day of_____, 2020.

GRANTOR:

Midcom Management #2, LLC
A Texas limited liability company

By: _____
Name: Ted Burget
Title: Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was executed by Ted Burget before me on this the _____ day of _____, 2020.

_____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit A

Legal Description of Property

<u>Public Water and Wastewater Utilities Easement for the Parks of Horseshoe Bay</u>

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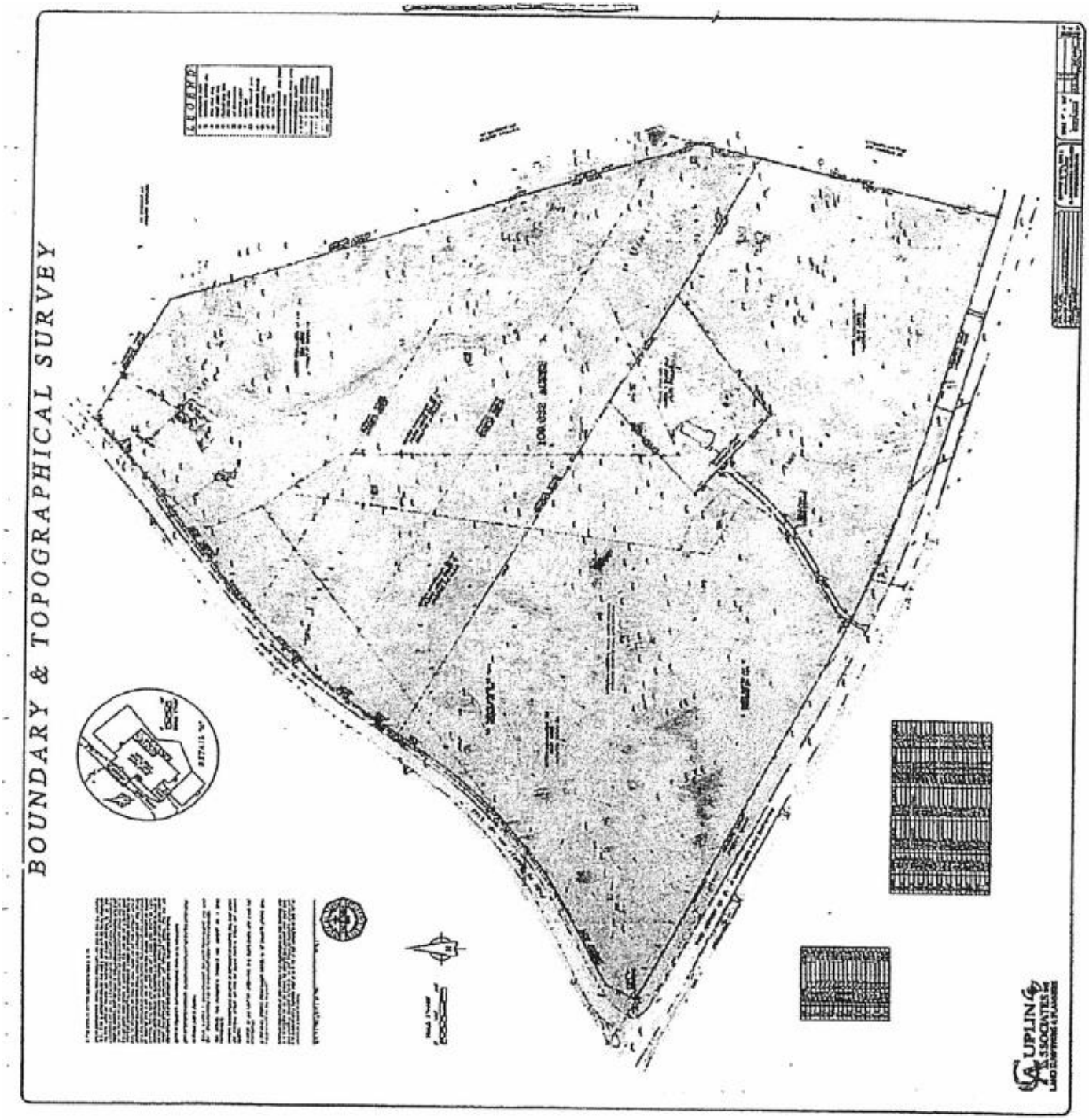
(See Exhibit A)

NOTE: The approximate 113.852 Acre Tract represents the inclusion of the Garrett Subdivision of (4.22 Acres) and a portion of the Caraway Subdivision (2.05 Acres). See Appendix "A". (net developable tract 107.582)

Exhibit B

<u>Sewer Blanket Maintenance Work Access Easement Area</u>



MEMO

To: Stan Farmer
From: Rex Baker and Jeff Koska
Date: April 27, 2020
Re: Impact Fee Credit for Midcom's development – The Parks of Horseshoe Bay

Midcom is currently developing a 113 acre tract of land located at the corner of Hwy 71 and FM 2147 called The Parks of Horseshoe Bay ("the Parks"). In order to develop the tract, Midcom has requested that the City provide water and wastewater service.

In order for service to reach the Parks, new water and sewer lines are required to be installed. Portions of those lines were identified in the City's 2017 Water and Sewer Transmission Impact Fee Projects. (The Hwy 2147 Water Lien Extension - $560,000; The Hwy 2147 Wastewater Lien System - $448.000). The plan was for the City to construct these projects and recoup their cost through the assessment of impact fees.

Since Midcom was ready to start its development of the Parks prior to the City constructing these lines, Midcom, at its expense, installed the Hwy 2147 twelve inch water transmission line in 2019 that connected to the City's existing water system east of Bay West Boulevard and running westward to a point west of Bay Country' entrance then crossing south to the Parks. Additionally, Midcom installed the Hwy 2147 six inch wastewater line in 2019 that connected to the City's existing sewer system at the northwestern property of Bay Country running south to Hwy 2147 and crossing south to the Parks. Attached is a graphic showing these two lines.

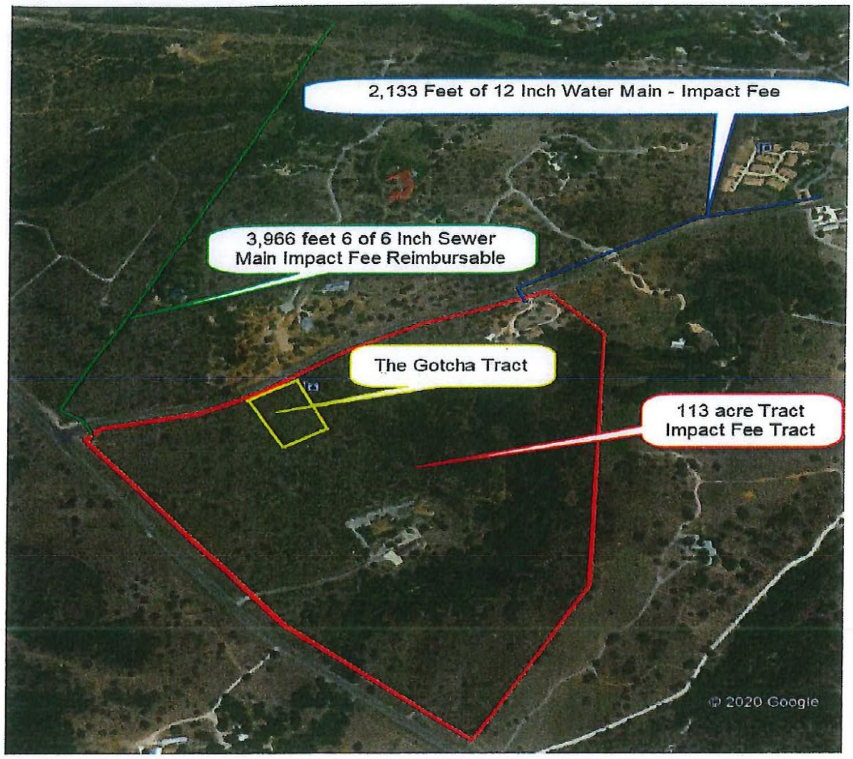
The City's Impact Fee Ordinance (10.04.012 (b) (2) states that "the owner of a new development may construct or finance the capital improvements or facility expansions <u>and [the city] agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development</u> or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat."

With this ordinance in mind, when the Water and Wastewater Agreement between the City and Midcom was drafted, it was agreed that the total amount of Impact Fee credits that Midcom will receive for the construction of the water and wastewater lines is $702,000.00. Midcom then elected to allocate a portion of its Impact Fee credit ($40,000.00) towards the two inch water meter to be used on the 5 acre Gotcher Tract located within the Parks.

That leaves a total of $662,000.00 Impact Fee credit due Midcom under the ordinance.

ATTACHMENT

Exhibit A 113 Acre Tract and Impact Fee Transmission Projects



CITY OF HORSESHOE BAY

JUNE 16, 2020

To: **Mayor and City Council**

Thru: **Stan R. Farmer, City Manager**

From: **Eric Winter, Development Services Director**

RE: **Ordinance 2020-17: Amending Chapter 3 Building Regulations, Article 3.02 Building Code, Section 3.02.002 Purpose, Section 3.02.003 Scope, Section 3.02.005 Definitions, Section 3.02.014(b) Residential Building Code, Section 3.02.015(b) Commercial Building Code, Section 3.02.016(b) Electric Code, Section 3.02.017(b) Plumbing Code, Section 3.02.018(b) Mechanical Code, Section 3.02.021 Fuel Gas Code; Article 3.03 Building Permits, Section 3.03.002 Purpose, Section 3.03.003 Application, Section 3.03.006 Definitions, and Section 3.03.010(a)(12)(A) Demolition Permits; Bringing these Sections Regarding Issuance of Building Permits and Demolition Permits, and Doing Inspections in the Extraterritorial Jurisdiction (ETJ) into Conformance with State Law**

City Attorney Rex Baker has advised that the City no longer has the State Legislative Authority to issue building permits and demolition permits and to do inspections in the City's Extraterritorial Jurisdiction (ETJ). This Ordinance will eliminate all references in Chapter 3 Building Regulations that refer to issuing building permits and demolition permits and doing inspections in the City's ETJ.

Enclosure: **Ordinance 2020-17**

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-17

AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS TO BRING CURRENT SECTIONS REGARDING ISSUANCE OF BUILDING PERMITS AND DEMOLITION PERMITS AND DOING INSPECTIONS IN THE EXTRATERRITORIAL JURISDICTION (ETJ) INTO CONFORMANCE WITH STATE LAW

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.002 PURPOSE, SECTION 3.02.003 SCOPE, SECTION 3.02.005 DEFINITIONS, SECTION 3.02.014(b) RESIDENTIAL BUILDING CODE, SECTION 3.02.015(b) COMMERCIAL BUILDING CODE, SECTION 3.02.016(b) ELECTRIC CODE, SECTION 3.02.017(b) PLUMBING CODE, SECTION 3.02.018(b) MECHANICAL CODE, SECTION 3.02.021 FUEL GAS CODE; ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.002 PURPOSE, SECTION 3.03.003 APPLICATION, SECTION 3.03.006 DEFINITIONS, AND SECTION 3.03.010(a)(12)(A) DEMOLITION PERMITS BRINGING THESE SECTIONS REGARDING ISSUANCE OF BUILDING PERMITS AND DEMOLITION PERMITS AND DOING INSPECTIONS IN THE EXTRATERRITORIAL JURISDICTION (ETJ) INTO CONFORMANCE WITH STATE LAW; AND PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Horseshoe Bay seeks to continue to provide for the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City Council has been advised that the City is no longer authorized by the State to issue building permits and demolition permits or conduct building inspections in the City's (ETJ); and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that Chapter 3 Building Regulations of the City Code of Horseshoe Bay should be amended as herein described.

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

I. FINDINGS OF FACT

All the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety**.**

II. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.002 PURPOSE

Section 3.02.002 is hereby amended to read as follows:

Section 3.02.002 Purpose

This article is adopted so that the city council may promote the public health, safety, morals and general welfare within the city through the regulation of certain construction activities.

III. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.003 SCOPE

Section 3.02.003 is hereby amended to read as follows:

Section 3.02.003 Application

The provisions of this article shall apply within the city limits (i.e., incorporated municipal boundary).

IV. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.005 DEFINITIONS

The definition for *City* in Section 3.02.005 is hereby amended to read as follows:

City. The City of Horseshoe Bay, Texas and includes any designee who is appointed by the city council to carry out the city's function.

V. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.014(b) RESIDENTIAL BUILDING CODE

Section 3.02.014(b) is hereby amended to read as follows:

(b) Permit Required. It shall be unlawful for any person to build residential buildings or structures within the city without first applying for and receiving a permit. It shall be unlawful to build within the city contrary to a permit that has been issued.

VI. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.015(b) COMMERCIAL BUILDING CODE

Section 3.02.015(b) is hereby amended to read as follows:

(b) Permit Required. It shall be unlawful for any person to build commercial buildings or structures within the city without first applying for and receiving a permit. It shall also be unlawful to build within the city contrary to a permit that has been issued.

VII. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.016(b) ELECTRICAL CODE

Section 3.02.016(b) is hereby amended to read as follows:

(b) Permit Required. It shall be unlawful for any person to build residential or commercial buildings or structures within the city without first applying for and receiving a permit. It shall also be unlawful to build within the city contrary to a permit that has been issued.

VIII. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.017(b) PLUMBING CODE

Section 3.02.017(b) is hereby amended to read as follows:

(b) Permit required. It shall be unlawful for any person to build residential or commercial buildings or structures within the city without first applying for and receiving a permit. It shall also be unlawful to build within the city contrary to a permit that has been issued.

IX. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.018(b) MECHANICAL CODE

Section 3.02.018 is hereby amended to read as follows:

Section 3.02.018 Mechanical Code

It shall be unlawful for any person to build residential or commercial buildings or structures within the city without first applying for and receiving a permit. It shall be unlawful to build within the city contrary to a permit that has been issued.

X. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 BUILDING CODE, SECTION 3.02.021 FUEL GAS CODE

Section 3.02.021 is hereby amended to read as follows:

Section 3.02.021 Fuel Gas Code

The city hereby adopts the 2015 edition of the "International Fuel Gas Code", published by the International Code Council, Inc. as may be amended. Such document, as may be amended, is hereby adopted as the fuel gas code of the city for regulating the design, construction, quality of materials, installation, alteration, repair, location, relocation, replacement, addition to and use or maintenance of natural gas and propane gas facilitate and utility lines in the city, and providing for the issuance of permits and collection of fees therefore; and each and all regulations, provisions, penalties, conditions and terms of such "International Fuel Gas Code" which is adopted and made a part hereof as if fully set out in this section.

XI. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.002 PURPOSE

Section 3.03.002 is hereby amended to read as follows:

Section 3.03.002 Purpose

This article is enacted so that the city council may promote the public health, safety, morals and general welfare of the city through the reasonable regulation of construction activities in the city. It is in the best interest of the citizens of the city and owners of real property located within its boundaries, that any new construction be of high quality, and be conducted in a manner as to not cause damage, inconvenience or nuisance to the residents and property owners in its vicinity.

XII. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.003 APPLICATION

Section 3.03.003 is hereby amended to read as follows:

Section 3.03.003 Application

The provisions of this article shall apply within the city limits (i.e., incorporated municipal boundary) of the city.

XIII. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.006 DEFINITIONS

The definition for *City* in Section 3.03.006 is hereby amended to read as follows:

City. The City of Horseshoe Bay, Texas and includes any designee who is appointed by the city council to carry out the city's function.

XIV. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.010(a)(12)(A) DEMOLITION PERMITS

Section 3.03.010(a)(12)(A) is hereby amended to read as follows:

Section 3.03.010(a)(12)(A) Demolition Permits

A permit is required for any demolition of a structure in the city limits. A demolition permit shall be issued by development services staff after review of a submitted application on forms prescribed by the department.

XV. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

XVI. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

XVII. EFFECTIVE DATE

This Ordinance shall be and become effective from and after its date of passage and publication as may be required by governing law.

XVIII. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 16th day of June, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____

Cynthia Clinesmith, Mayor

ATTEST:

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Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: **Mayor and City Council**

Thru: **Stan R. Farmer, City Manager**

From: **Eric Winter, Development Services Director**

RE: **Approval of Ordinance 2020-14: Amending Chapter 8 Offenses and Nuisances, Article 8.09 Tree Trimming Protection, Section 8.09.004(b) Violations, Penalty and Enforcement Eliminating A Specific Exemption for Resorts and Golf Courses**

This Ordinance will amend Chapter 8 Offences and Nuisances, Article 8.09 Tree Trimming Protection, Section 8.09.004(b) of the City's Code of Ordinances to eliminate the February 1 through February 14 exemption for Resorts and Golf Courses which allowed them to trim oak trees during that time.

The part of Section 8.09.004(b) being eliminated reads as follows: *"…Golf courses and resorts are exempt from this provision from February 1st through February 14th…"*

Enclosure: **Ordinance 2020-14**
Ordinance 2019-16 Tree Trimming Protection (adopted 02.19.2019)

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-14

AMENDMENT TO TREE TRIMMING PROTECTION TO ELIMINATE A SPECIFIC EXEMPTION FOR RESORTS AND GOLF COURSES

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, AMENDING CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.09 TREE TRIMMING PROTECTION, SECTION 8.09.004(b) VIOLATIONS, PENALTY AND ENFORCEMENT, ELIMINATING A SPECIFIC EXEMPTION FOR RESORTS AND GOLF COURSES; AND PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Horseshoe Bay seeks to continue to provide for the health, safety and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City Council has determined that protecting the existing trees within the City is vital to the health and beauty of the City of Horseshoe Bay and supports the City's Long Range Plan; and

WHEREAS, Chapter 8 Offenses and Nuisances of the City of Horseshoe Bay's Code of Ordinances provides regulations establishing criteria for trimming of oak trees to help protect against Oak Wilt and which should be applied to everyone trimming oak trees in the City; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that Chapter 8 Offences and Nuisances should be amended as herein described.

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

I. FINDINGS OF FACT

All the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. AMENDMENT OF CHAPTER 8 OFFENCES AND NUISANCES SECTION 8.09.004(b)

Chapter 8 Offences and Nuisances, Article 8.9 Tree Trimming Protection, Section 8.09.004(b) of the City Code of Horseshoe Bay, Texas is hereby amended to read as follows:

(b) Pruning or cutting of oak trees shall be prohibited in the spring months of February through June when fungal spore formation and beetle activity are highest unless such activities are completely unavoidable in order to protect the safety of people and property or the health of the tree. Pruning or cutting of oaks is permitted from July through January.

III. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

V. EFFECTIVE DATE

This Ordinance shall be and become effective immediately upon and after its date of passage and publication as may be required by governing law.

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 16th day of June, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

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Cynthia Clinesmith, Mayor

ATTEST:

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Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

ORDINANCE NO. 2019-16

AMENDMENT OF CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.09 OAK TREE TRIMMING PROTECTION

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.09 OAK TREE TRIMMING PROTECTION EXEMPTING RESORTS AND GOLF COURSES FROM PRUNING OAK TREES FROM FEBRUARY 1 TO FEBRUARY 14, REQUIRING NO RED OAK LOGS BE BROUGHT INTO THE CITY AS FIREWOOD, CHANGING THE REQUIREMENT FOR SPRAY PAINT, AND ALLOWING PRUNING OF OAK BRANCHES RUBBING TOGETHER OR ON A ROOF OR OTHER STRUCTURE CREATING OPEN WOUNDS ANY TIME OF YEAR; AND PROVIDING FOR SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the Mayor and City Council of the City of Horseshoe Bay, Texas recognize the importance and necessity of protecting live oak trees in the city from the oak wilt disease; and

WHEREAS, certain regulations are required to be established in order to restrict the cutting of oak trees during certain months of the year, allowing cutting during those months with specific requirements, and requiring specific requirements when damage to branches does occur during months when it is not allowed; and

WHEREAS, the City Council of Horseshoe Bay finds that amending Chapter 8 Offenses and Nuisances, Article 8.09 Oak Tree Trimming Protection as provided herein is in the best interests of the City and is necessary and proper for good government.

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

I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. AMENDMENT OF CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.09 OAK TREE TRIMMING PROTECTION, SECTION 8.09.003 DEFINITIONS

Specific definitions in Section 8.09.003 are hereby amended, and added, to read as follows:

Firewood. Wood larger than two inches in diameter cut from red oaks and wood from an unknown source that may potentially harbor the oak wilt fungus.

Live oaks. Live oaks are Texas live oak/Quercus fusiformis and live oak/Quercus virginiana.

Nuisance. Any tree infected by oak wilt or any firewood and woody debris from a red oak tree suspected to have died from oak wilt, as determined by an approved laboratory analysis or from field diagnosis as performed by the state forest service staff forester, are hereby declared to be a public nuisance.

Oak wilt. Oak wilt is caused by the fungus Bretziella fagacearum. It is a vascular wilt disease of oaks. Bretziella fagacearum invades the water-conducting tissues of oak roots, trunks, and limbs. Bretziella fagacearum does not actively grow anywhere in nature except in oak trees. Spores of this fungus can be moved around by certain insects and by humans.

Pruning paint/dressing. Any paint of any color is effective for sealing fresh wounds and cuts as long as it is applied immediately. A gray color is recommended as it blends nicely with the natural color of the bark.

Red oaks. Red oaks are Texas red oak/Quercus buckleyi, Shumard oak/Quercus shumardii, and blackjack oak/Quercus marilandica. Red oak is the only variety of oaks that will host the production of spore/fungal mats.

Spore/Fungal Mats. Spore mats have a sweet aroma that attract insects and can only form on red oak trees. Spores of this fungus can be moved around by certain insects and by humans.

White oaks. (Post oaks, Bur oak, Chinkapin oak, Monterrey oak). White oaks have an extremely low probability of mortality from the oak wilt disease. Spore mats do not form on White oaks.

III. AMENDMENT OF CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.09 SECTION 8.09.004 VIOLATIONS, PENALTY AND ENFORCEMENT

Section 8.09.004 is hereby amended to read as follows:

(a) All species and varieties of oak wilt infected oak trees that are dead or substantially dead, and all red oak wood and firewood, which may serve as a breeding place for any carrier of said disease, are hereby declared to be public nuisances.

(b) Pruning or cutting of oak trees shall be prohibited in the spring months of February through June when fungal spore formation and beetle activity are highest unless such activities are completely unavoidable in order to protect the safety of people and property or the health of the tree. Golf courses and resorts are exempt from this prohibition from February 1 through February 14. Pruning or cutting of oaks is permitted from July through January.

(c) It shall be unlawful to stack firewood taken from red oaks.

(d) It shall be unlawful for any person to transport, store or sell firewood within the city that was taken from red oak trees or unknown sources of firewood. Red oaks may not be retained for firewood under any circumstance due to the high risk of fungal mat formation and insect transmission.

(e) Red oaks that are dead or dying of oak wilt as determined by the city staff or the state forest service shall be cut at ground level, with all firewood and woody debris covered and hauled away or disposed of by burying, burning or chipping within three working days.

(f) Regardless of the time of year that a tree is cut or otherwise damaged by natural disaster and a wound occurs, neutral color paint must be applied immediately to all wounds of any size on susceptible oaks, including the cut surface of healthy oak stumps, pruning cuts, rubbing of branches together or on a roof or other structure creating open wounds, or branches with construction damage, or any spot where the bark has been removed to expose the wood beneath, in order to discourage potential insect/disease contamination. Failure to seal any wound immediately after the wound is discovered or occurs is an unlawful violation of this article.

(g) It shall be unlawful for any person, firm or corporation to knowingly violate the provisions of this article. Any person knowingly violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and each and every day or portion thereof during which any violation of any provision of this article is committed, continued, or permitted, shall be considered a separate offense and upon the conviction of any such violation, such offense shall be punishable by a fine of not more than one thousand dollars ($1,000.00) per day.

(h) The city's code officer is charged with the enforcement of the provisions of this article.

III. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

IV. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

V. EFFECTIVE DATE

This Ordinance shall be and become effective for Building Permits issued after its passage and publication as may be required by governing law.

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this 19th day of February, 2019 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of the Public Funds for Public Purposes Subcommittee Recommendation of Approval Regarding a Funding Request from the Horseshoe Bay Property Owners' Association

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The Public Funds for Public Purposes City Council Subcommittee, consisting of Council Members Kent Graham and Jerry Gray, have reviewed a funding request from the Horseshoe Bay Property Owners' Association.

Mayor Clinesmith would like to support the HSB POA by donating city funds in an amount not to exceed $500 for the creation of a video highlighting their 4th of July celebration.

The Subcommittee is recommending the city support this request and approve the expenditure of no more than $500 for this project.

Enclosures: None

CITY OF HORSESHOE BAY

JUNE 16, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Department Heads

Re: Monthly Statistical Departmental Reports

1. City Manager
2. Finance Department
3. Utilities Department
4. Development Services
5. Fire Department
6. Police Department
7. Animal Control

Enclosures: Monthly Reports

CITY OF HORSESHOE BAY

FINANCE DEPARTMENT
MONTHLY FINANCIAL REPORT
AS OF MAY 31, 2020

Cash Balance Report:

The total of all City accounts was $12,256,378. The large amount in the cash balance is attributed to the remaining balance of Bond Proceeds in the amount of $ 3,362,024. The original amount of $6,000,000 was received in November. Interest earned on all accounts totaled $7,356.

Tax Collections:
The 2019 taxes collected as of May 31, total $5,797,836 a collection rate of 100.13%, as compared to 97.66% collected at this same time last year.

Operating Budget Report:

All Budget Reports are as of October 1, 2019 through May 31, 2020. For comparison purposes, the YTD budget percentage is 66% of the fiscal year, which represents activity through May 31, 2020.

ASSETS	As of 05/31/20	As of 04/30/20
DISBURSEMENT FUND	246,037.99	383,838.87
CASH DRAWERS - UTILITY	799.60	799.60
UTILITY FUND	27,510.11	277,726.84
PETTY CASH	200.00	200.00
PD SEIZURE FUND	8,951.09	8,950.71
ESCONDIDO PID FUND	8,733.89	8,111.89
GENERAL FUND	140,501.21	59,101.60
CASH DRAWER - MUNICIPAL COURT	350.00	350.00
FRIENDS OF THE FUCHS HOUSE	35,513.67	35,513.67
ESCONDIDO PID TRUSTEE-1245 FUND	641,874.09	783,926.79
ESCONDIDO PID TRUSTEE-1272 FUND	513,456.95	513,264.95
ESCONDIDO PID TRUSTEE-1307 FUND	286,223.52	288,971.79
ESCONDIDO PID TRUSTEE-1334 FUND	886.30	886.00
ESCONDIDO PID TRUSTEE-1352 FUND	108,081.99	108,041.57
TEXPOOL - GENERAL FUND	2,205,869.90	2,480,158.92
TEXPOOL - LLANO COUNTY MUD#1	0.00	0.00
TEXPOOL - CAPITAL PROJECT FUND	775,955.37	775,778.49
TEXPOOL - WASTEWATER TREATEMENT EXPANSION	360,637.90	360,555.69
TEXPOOL - GENERAL RESERVE FUND	2,503,637.84	2,503,067.11
TEXPOOL - SUMMIT ROCK PID FUND	71,936.36	85,242.50
TEXPOOL - INTEREST & SINKING	314,910.85	302,396.79
TEXPOOL - UTILITY FUND RESERVE	112,320.52	132,292.58
TEXASCLASS - WASTEWATER TREATMENT EXPANSION	3,001,386.58	3,602,665.15
TEXASCLASS - UTILITY FUND RESERVE	890,602.69	200,186.87
A/R - UTILITY BILLING	651,299.99	621,572.24
ALLOWANCE UNCOLLECTED ACCTS	(70,369.50)	(70,369.50)
A/R - NSF	(2,289.94)	(2,289.94)
A/R - STANDBY	16,245.35	16,245.35
ALLOWANCE UNCOLLECTED STANDBY	(2,818.58)	(2,818.58)
A/R CUSTOMERS	18,187.14	2,720.00
DUE FROM OTHER FUNDS	(5,935.57)	(5,935.57)
DUE FROM SUMMIT ROCK PID	2,359.70	2,359.70
A/R - STATE SALES TAX	239,137.02	239,137.02
SUMMIT ROCK ASSESSMENTS RECEIVABLE - DELINQUENT	5,600.00	5,600.00
ESCONDIDO ASSESSMENTS RECEIVABLE - DELINQUENT	8,012.22	8,012.22
CAPITAL PROJECTS FUND	1,000.00	1,000.00
LIENS - CODE COMPLIANCE	42,490.28	42,490.28
A/R - TAXES	105,230.43	105,230.43
ESCONDIDO ASSESSMENTS RECEIVABLE - LONG TERM	4,110,000.00	4,110,000.00
INTEREST RECEIVABLE - SUMMIT ROCK PID	108,869.46	108,869.46
NOTE RECEIVABLE - SUMMIT ROCK PID	4,205,953.78	4,205,953.78
LAND	606,468.23	606,468.23
BUILDING & IMPROVEMENTS	5,541,632.65	5,541,632.65
WATER SYSTEM	35,439,370.90	35,439,370.90
SEWER SYSTEM	7,754,353.36	7,754,353.36
DRAINAGE SYSTEM	1,442,098.96	1,442,098.96
STREETS	28,994,980.27	28,994,980.27
EQUIPMENT & MACHINERY	2,640,131.82	2,640,131.82
VEHICLES	2,763,224.42	2,763,224.42
OFFICE EQUIPMENT & FURNITURE	1,278,496.76	1,278,496.76
CAPITAL IMPROVEMENTS IN PROGRESS	681,225.21	681,225.21
ACCUMULATED DEPRECIATION	(33,108,685.64)	(33,108,685.64)
Total Assets	**75,722,647.14**	**76,333,102.21**

LIABILITIES AND NET ASSETS	As of 05/31/20	As of 04/30/20
ACCOUNTS PAYABLES	(7,393.81)	193,648.18
OTHER PAYABLES	3,786.89	3,786.89
ACCRUED LEAVE PAYABLE	197,233.50	197,233.50
FICA/MEDICARE PAYABLE	5.77	5.77
CITY INSURANCE PREMIUM	(53,238.87)	(58,350.65)
FIT WITHHOLDING PAYABLE	(5.61)	(5.61)
W/H INSURANCE POST TAX	26,480.96	23,113.52
W/H INSURANCE PRE-TAX	(48,567.89)	(48,222.94)
HSA ER CONTRIBUTION	(0.01)	(0.01)
EMPLOYEE DEDUCTION	0.00	0.00
401 (A) MONEY PURCHASE	-	-
401 (A) MATCH	-	-
LOT MOWING REFUND	(305.00)	(305.00)
DEFERRED REVENUE - STANDBY	13,481.37	13,481.37
DEFERRED REVENUE - GRINDER SALES	2,300.00	2,300.00
DEFERRED REVENUE - LCMUD #1	1,837.63	1,837.63
ESCONDIDO PAYABLE	5,922.20	5,922.20
2007 SERIES DUE IN ONE YEAR	395,000.00	395,000.00
NOTE PAYABLE 2007 - BANK OF AMERICA	3,270,000.00	3,270,000.00
NOTE PAYABLE 2014 - AMERICAN BANK	3,815,000.00	3,815,000.00
2014 SERIES PREMIUM	32,308.07	32,308.07
2016 SERIES PREMIUM	283,449.78	283,449.78
2011 SERIES CO PAYABLE	2,260,000.00	2,260,000.00
2011 SERIES DUE IN ONE YEAR	190,000.00	190,000.00
2016 SERIES CO PAYABLE	2,195,000.00	2,195,000.00
2016 SERIES DUE IN ONE YEAR	165,000.00	165,000.00
2014 SERIES DUE IN ONE YEAR	140,000.00	140,000.00
SALES TAX PAYABLE	6,533.54	6,556.76
ESCONDIDO ASSESSMENT PAYABLE	450.00	450.00
ACCRUED INTEREST PAYABLE CITY	108,869.46	108,869.46
DONATIONS - FIRE BOAT	-	-
DONATIONS - FUCHS HOUSE	(200.00)	(200.00)
DONATIONS - PICKLEBALL COURTS	-	-
OTHER PAYABLES	94.10	94.10
DUE TO UTILITY FUND	(8,229.37)	(8,229.37)
DUE TO GENERAL FUND	0.00	0.00
ADVANCE FROM UTILITY FUND	4,205,953.78	4,205,953.78
UNCLAIMED PROPERTY REFUND	3,394.84	3,394.84
TEMP METER DEPOSIT - COMMERICAL	3,461.56	3,461.56
SECURITY METER DEPOSITS	471,706.02	478,209.32
BUILDING PERMIT DEPOSITS - HISTORIC	122,423.03	159,998.83
BUILDING PERMIT DEPOSITS	152,143.92	108,990.37
DEVELOPMENT POLICY DEPOSITS	11,707.50	11,707.50
UTILITY OVERPAYMENTS	24,661.26	25,163.17
OMNI BASE FEE	75.36	47.91
COURT STATE FEE	1,608.73	1,042.37
COURT TIME PAYMENT FEE	10.00	2.50
COURT BOND ESCROW	-	-
COURT REFUND	3.90	3.90
CHILD SAFETY FEE	75.00	75.00
CHILD SEAT BELT	303.30	303.30
COLLECTION AGENCY FEE	(21.11)	(21.11)
2007 SERIES INTEREST	27,088.31	27,088.31
2011 SERIES INTEREST	10,933.13	10,933.13
2014 SERIES INTEREST	16,229.38	16,229.38
2016 SERIES INTEREST	11,150.00	11,150.00
PREMIUM AMORT	25,236.32	25,236.32

DEFERRED REVENUE - TAXES	105,230.43	105,230.43
ALLOWANCE FOR LIENS RECEIVABLE	42,490.28	42,490.28
DEFERRED INFLOWS - SUMMIT ROCK	5,600.00	5,600.00
DEFERRED INFLOWS - ESCONDIDO	4,118,012.22	4,118,012.22
CAPITAL INVESTMENT NET DEBT	7,577,678.16	7,577,678.16
DUE TO/FROM OTHER FUNDS	898.00	898.00
DUE TO/FROM OTHER FUNDS	4,755.19	4,755.19
FUND BALANCE	44,386,921.93	44,386,921.93
PRIOR PERIOD ADJUSTMENT	(6,913.50)	(6,913.50)
COURT TECHNOLOGY FUND	3,391.45	3,391.45
COURT SECURITY FUND	4,337.24	4,337.24
CHILD SAFETY FUND	6,013.94	6,013.94
PEG CHANNEL FEES FUND	42,007.81	42,007.81
Excess Revenues over Expenditures	1,349,267.05	1,765,965.03
Total Liabilities and Net Assets	**75,722,647.14**	**76,333,102.21**

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
BEGINNING FUND BALANCE AT 10/1/2019	**219,944.00**	**219,944.00**		
REVENUES				
ADMINISTRATION	230,072.22	312,000.00	81,927.78	73.74%
WATER - PRODUCTION	2,500,470.46	4,536,050.00	2,035,579.54	55.12%
WASTEWATER - TREATMENT	8,126,935.08	9,303,000.00	1,176,064.92	87.36%
SOLID WASTE - RECYCLING	710,616.75	1,026,750.00	316,133.25	69.21%
STANDBY	-	750.00	750.00	0.00%
INTEREST INCOME	42,321.34	8,000.00	(34,321.34)	529.02%
TOTAL REVENUES	**11,610,415.85**	**15,186,550.00**	**3,576,134.15**	**76.45%**
EXPENDITURES				
ADMINISTRATION	1,394,233.57	2,217,750.00	823,516.43	62.87%
WATER - PRODUCTION	574,041.01	922,250.00	348,208.99	62.24%
WATER - DISTRIBUTION	603,577.39	1,004,250.00	400,672.61	60.10%
WASTEWATER - TREATMENT	281,871.31	469,750.00	187,878.69	60.00%
WASTEWATER - COLLECTION	803,427.16	1,296,000.00	492,572.84	61.99%
SOLID WASTE - RECYCLING	496,665.09	831,750.00	335,084.91	59.71%
DEBT SERVICE	595,118.56	1,498,750.00	903,631.44	39.71%
TOTAL EXPENDITURES	**4,748,934.09**	**8,240,500.00**	**3,491,565.91**	**57.63%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**6,861,481.76**	**6,946,050.00**	**84,568.24**	
The $6 MM of bond proceeds is included in the revenues section				
LESS: CAPITAL EXENDITURES	**2,948,355.52**	**5,983,250.00**		
ENDING FUND BALANCE AT 5/31/2020	**4,133,070.24**	**1,182,744.00**		

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40180	OTHER INCOME	24,301.59	12,000.00	(12,301.59)	202.51%
40181	GRANT REVENUE	14,000.00	0.00	(14,000.00)	
40225	PRINCIPAL REVENUE - SUMMIT ROCK PID	0.00	120,000.00	120,000.00	0.00%
40226	INTEREST REVENUE - SUMMIT ROCK PID	191,770.63	180,000.00	(11,770.63)	106.54%
Total 1000	ADMINISTRATION	230,072.22	312,000.00	81,927.78	73.74%
1001	WATER - PRODUCTION				
40110	WATER DISTRICT SERVICE FEES	2,088,415.35	3,932,500.00	1,844,084.65	53.11%
40111	WATER NON-DISTRICT SERVICE FEES	130,189.19	201,800.00	71,610.81	64.51%
40112	WATER TAP CONNECTION FEES	217,300.00	290,000.00	72,700.00	74.93%
40115	RECONNECTION FEES	2,550.00	7,500.00	4,950.00	34.00%
40117	PENALITIES	11,738.62	14,500.00	2,761.38	80.96%
40171	CC CONVENIENCE FEE	38,435.85	70,000.00	31,564.15	54.91%
40178	OTHER INCOME - LEASES	11,750.00	11,750.00	0.00	100.00%
40180	OTHER INCOME	91.45	6,000.00	5,908.55	1.52%
40185	MISCELLANEOUS PERMITS	0.00	2,000.00	2,000.00	0.00%
Total 1001	WATER - PRODUCTION	2,500,470.46	4,536,050.00	2,035,579.54	55.12%
2001	WASTEWATER - TREATMENT				
40117	PENALTIES	11,071.55	15,000.00	3,928.45	73.81%
40120	SEWER CUSTOMER SERVICE FEES	1,557,069.55	2,522,000.00	964,930.45	61.74%
40122	SEWER TAP CONNECTION FEES	188,327.28	260,000.00	71,672.72	72.43%
40124	SEWER SERVICE - COTTONWOOD SHORES	130,332.14	175,000.00	44,667.86	74.48%
40125	SEWER SERVICE - LCMUD#1	41,700.24	50,000.00	8,299.76	83.40%
40127	GRINDER SALES	191,043.22	280,000.00	88,956.78	68.23%
40180	OTHER INCOME	3,400.44	1,000.00	(2,400.44)	340.04%
40300	BOND PROCEEDS	6,003,990.66	6,000,000.00	(3,990.66)	100.07%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
Total 2001	WASTEWATER - TREATMENT	8,126,935.08	9,303,000.00	1,176,064.92	87.36%
3001	SOLID WASTE - RECYCLING				
40126	BRUSH DISPOSAL	8,938.21	14,000.00	5,061.79	63.84%
40130	GARBAGE FEES - COMMERICAL	119,076.59	132,250.00	13,173.41	90.04%
40135	GARBAGE FEES - RESIDENTIAL	582,467.09	880,000.00	297,532.91	66.19%
40180	OTHER INCOME	134.86	500.00	365.14	26.97%
Total 3001	SOLID WASTE - RECYCLING	710,616.75	1,026,750.00	316,133.25	69.21%
4000	STANDBY				
40140	PROPERTY TAX - STANDBY FEE	0.00	250.00	250.00	0.00%
40142	PENALTY & INTEREST - STANDBY	0.00	500.00	500.00	0.00%
Total 4000	STANDBY	0.00	750.00	750.00	0.00%
9900	INTEREST INCOME				
40220	INTEREST INCOME	42,321.34	8,000.00	(34,321.34)	529.02%
Total 9900	INTEREST INCOME	42,321.34	8,000.00	(34,321.34)	529.02%
Total 40000	**TOTAL REVENUES**	**11,610,415.85**	**15,186,550.00**	**3,576,134.15**	**76.45%**

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	312,680.90	482,750.00	170,069.10	64.77%
50411	OVERTIME	2,041.14	7,500.00	5,458.86	27.22%
50415	EMPLOYERS FICA EXPENSE	24,604.31	37,500.00	12,895.69	65.61%
50420	GROUP INSURANCE PREMIUM	57,748.95	77,750.00	20,001.05	74.28%
50430	401 (A) MONEY PURCHASE	22,027.54	33,000.00	10,972.46	66.75%
50432	401 (A) MATCH	15,464.27	24,000.00	8,535.73	64.43%
50505	PROFESSIONAL SERVICE	43,529.86	50,000.00	6,470.14	87.06%
50512	UTILITY BILLING	19,787.06	32,000.00	12,212.94	61.83%
50545	MAINTENANCE CONTRACTS	40,927.44	43,000.00	2,072.56	95.18%
50575	DUES, FEES, & SUBSCRIPTIONS	14,783.26	23,000.00	8,216.74	64.28%
50581	ELECTRICITY - RECYCLE CENTER	566.60	1,000.00	433.40	56.66%
50582	ELECTRICITY - WWTR	60,067.97	140,000.00	79,932.03	42.91%
50583	ELECTRICITY - WEST WATER PLANT	40,870.21	64,000.00	23,129.79	63.86%
50585	ELECTRICITY	3,305.03	6,500.00	3,194.97	50.85%
50586	ELECTRICITY - CENTRAL WATER PLANT	66,073.61	125,000.00	58,926.39	52.86%
50590	ENGINEERING FEES	34,878.38	55,000.00	20,121.62	63.42%
50593	TRAVEL, TRAINING, SCHOOL	17,175.46	55,000.00	37,824.54	31.23%
50596	EMPLOYEE AWARDS PROGRAM	222.00	750.00	528.00	29.60%
50598	WELLNESS PROGRAM	1,871.72	8,500.00	6,628.28	22.02%
50630	M & R - BUILDING	6,053.63	20,000.00	13,946.37	30.27%
50650	M & R - GROUNDS	12,024.94	32,500.00	20,475.06	37.00%
50753	CITY BANKING FEES	43,880.14	70,000.00	26,119.86	62.69%
50765	OTHER EXPENSE	9,609.99	9,000.00	(609.99)	106.78%
50766	COVID-19 DISASTER EXPENSES	4,004.53	0.00	(4,004.53)	0.00%
50775	POSTAGE	277.64	500.00	222.36	55.53%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50780	PRINTING - OFFICE SUPPLIES	14,823.78	21,000.00	6,176.22	70.59%
50810	COMMUNICATIONS	24,860.76	47,000.00	22,139.24	52.90%
50825	UNCOLLECTABLE ACCOUNTS	21.31	500.00	478.69	4.26%
50830	UNIFORMS	662.70	2,000.00	1,337.30	33.14%
50840	ADMINISTRATIVE FEES	499,388.44	749,000.00	249,611.56	66.67%
Total 1000	ADMINISTRATION	1,394,233.57	2,217,750.00	823,516.43	62.87%
1001	WATER - PRODUCTION				
50410	SALARIES & WAGES	125,555.39	203,250.00	77,694.61	61.77%
50411	OVERTIME	17,057.53	25,000.00	7,942.47	68.23%
50415	EMPLOYERS FICA EXPENSE	10,985.35	17,500.00	6,514.65	62.77%
50420	GROUP INSURANCE PREMIUM	29,696.81	46,250.00	16,553.19	64.21%
50430	401 (A) MONEY PURCHASE	7,336.50	13,250.00	5,913.50	55.37%
50432	401 (A) MATCH	5,591.14	9,500.00	3,908.86	58.85%
50535	BULK WATER PURCHASES	176,650.15	330,000.00	153,349.85	53.53%
50540	CHEMICALS / WATER	93,596.02	115,000.00	21,403.98	81.39%
50548	CONTRACT SERVICES	0.00	3,000.00	3,000.00	0.00%
50555	LAB EXPENSE	8,374.19	25,000.00	16,625.81	33.50%
50592	EQUIPMENT & SUPPLIES	2,215.01	4,500.00	2,284.99	49.22%
50595	FUEL & LUBRICATION	2,528.53	7,500.00	4,971.47	33.71%
50640	M & R - EQUIPMENT	4,661.38	6,000.00	1,338.62	77.69%
50675	M & R - PLANT	85,081.86	100,000.00	14,918.14	85.08%
50685	M & R - VEHICLES	4,388.44	4,000.00	(388.44)	109.71%
50765	OTHER EXPENSE	197.20	2,000.00	1,802.80	9.86%
50785	RENT - LEASE	0.00	3,000.00	3,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	394.73	4,000.00	3,605.27	9.87%
50830	UNIFORMS	(269.22)	3,500.00	3,769.22	-7.69%
Total 1001	WATER - PRODUCTION	574,041.01	922,250.00	348,208.99	62.24%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
1002	WATER - DISTRIBUTION				
50410	SALARIES & WAGES	165,373.34	302,000.00	136,626.66	54.76%
50411	OVERTIME	21,613.86	41,500.00	19,886.14	52.08%
50415	EMPLOYERS FICA EXPENSE	14,226.61	26,250.00	12,023.39	54.20%
50420	GROUP INSURANCE PREMIUM	51,721.74	80,250.00	28,528.26	64.45%
50430	401 (A) MONEY PURCHASE	9,117.34	16,500.00	7,382.66	55.26%
50432	401 (A) MATCH	5,723.92	13,750.00	8,026.08	41.63%
50545	MAINTENANCE CONTRACTS	15,467.14	18,000.00	2,532.86	85.93%
50548	CONTRACT SERVICES	7,560.89	2,000.00	(5,560.89)	378.04%
50549	CONTRACT SERVICES - TAPS/NEW SRV	185,065.29	238,000.00	52,934.71	77.76%
50550	CONTRACT SERVICES - LEAK DETECT/GPS	3,376.00	17,000.00	13,624.00	19.86%
50592	EQUIPMENT & SUPPLIES	11,664.61	22,000.00	10,335.39	53.02%
50595	FUEL & LUBRICATION	6,076.27	16,000.00	9,923.73	37.98%
50640	M & R - EQUIPMENT	9,811.83	17,000.00	7,188.17	57.72%
50685	M & R - VEHICLES	3,150.91	10,000.00	6,849.09	31.51%
50725	M & R MATERIALS - LINES	25,274.85	47,000.00	21,725.15	53.78%
50726	STREET REPAIR - PAVING	1,249.50	20,000.00	18,750.50	6.25%
50730	M & R MATERIALS - WT TAP	58,040.99	60,000.00	1,959.01	96.73%
50755	METER EXPENSE - NEW SERVICE	2,581.00	45,000.00	42,419.00	5.74%
50765	OTHER EXPENSE	508.17	2,500.00	1,991.83	20.33%
50785	RENT - LEASE	420.00	1,500.00	1,080.00	28.00%
50800	SAFETY EQUIPMENT & SUPPLIES	1,093.08	4,000.00	2,906.92	27.33%
50830	UNIFORMS	4,460.05	4,000.00	(460.05)	111.50%
Total 1002	WATER - DISTRIBUTION	603,577.39	1,004,250.00	400,672.61	60.10%
2001	WASTEWATER - TREATMENT				
50410	SALARIES & WAGES	130,680.17	211,500.00	80,819.83	61.79%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50411	OVERTIME	17,753.85	35,000.00	17,246.15	50.73%
50415	EMPLOYERS FICA EXPENSE	11,435.07	18,750.00	7,314.93	60.99%
50420	GROUP INSURANCE PREMIUM	30,821.04	48,000.00	17,178.96	64.21%
50430	401 (A) MONEY PURCHASE	7,636.53	13,250.00	5,613.47	57.63%
50432	401 (A) MATCH	5,819.99	9,500.00	3,680.01	61.26%
50543	CHEMICALS / WW TREATMENT	7,374.00	16,000.00	8,626.00	46.09%
50548	CONTRACT SERVICES	0.00	8,000.00	8,000.00	0.00%
50555	LAB EXPENSE	7,944.72	15,000.00	7,055.28	52.96%
50592	EQUIPMENT & SUPPLIES	1,394.67	4,000.00	2,605.33	34.87%
50595	FUEL & LUBRICATION	3,278.06	8,000.00	4,721.94	40.98%
50640	M & R - EQUIPMENT	4,447.65	6,000.00	1,552.35	74.13%
50675	M & R - PLANT	28,192.28	40,000.00	11,807.72	70.48%
50685	M & R - VEHICLES	4,464.53	3,000.00	(1,464.53)	148.82%
50742	BIO SOLIDS - COMPOST	19,493.51	18,000.00	(1,493.51)	108.30%
50765	OTHER EXPENSE	194.62	1,000.00	805.38	19.46%
50785	RENT - LEASE	0.00	8,000.00	8,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	224.75	3,500.00	3,275.25	6.42%
50830	UNIFORMS	715.87	3,250.00	2,534.13	22.03%
Total 2001	WASTEWATER - TREATMENT	281,871.31	469,750.00	187,878.69	60.00%
2002	WASTEWATER - COLLECTION				
50410	SALARIES & WAGES	172,123.47	314,250.00	142,126.53	54.77%
50411	OVERTIME	22,496.14	41,500.00	19,003.86	54.21%
50415	EMPLOYERS FICA EXPENSE	14,809.31	27,250.00	12,440.69	54.35%
50420	GROUP INSURANCE PREMIUM	54,081.42	83,250.00	29,168.58	64.96%
50430	401 (A) MONEY PURCHASE	9,490.40	16,500.00	7,009.60	57.52%
50432	401 (A) MATCH	5,958.34	13,750.00	7,791.66	43.33%
50542	CHEMICALS / WW COLLECTION	8,571.03	13,500.00	4,928.97	63.49%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50548	CONTRACT SERVICES	0.00	2,000.00	2,000.00	0.00%
50549	CONTRACT SERVICES - TAPS/NEW SRV	185,065.29	238,000.00	52,934.71	77.76%
50550	CONTRACT SERVICE - LEAK DETECT/GPS	76.00	17,500.00	17,424.00	0.43%
50592	EQUIPMENT & SUPPLIES	11,933.31	22,000.00	10,066.69	54.24%
50595	FUEL & LUBRICATION	6,694.17	15,000.00	8,305.83	44.63%
50640	M & R - EQUIPMENT	9,811.88	12,000.00	2,188.12	81.77%
50645	M & R - GRINDER PUMP	47,053.75	110,000.00	62,946.25	42.78%
50646	GRINDER PURCHASES	133,623.61	195,000.00	61,376.39	68.52%
50670	M & R - LIFT STATION	28,630.56	32,000.00	3,369.44	89.47%
50685	M & R - VEHICLES	3,143.39	8,500.00	5,356.61	36.98%
50715	M & R MATERIALS - GP	55,192.27	70,000.00	14,807.73	78.85%
50725	M & R MATERIALS - LINES	27,081.26	32,000.00	4,918.74	84.63%
50726	STREET REPAIR - PAVING	1,249.50	20,000.00	18,750.50	6.25%
50765	OTHER EXPENSE	421.47	1,500.00	1,078.53	28.10%
50785	RENT - LEASE	420.00	2,000.00	1,580.00	21.00%
50800	SAFETY EQUIPMENT & SUPPLIES	1,093.10	4,000.00	2,906.90	27.33%
50830	UNIFORMS	4,407.49	4,500.00	92.51	97.94%
Total 2002	WASTEWATER - COLLECTION	803,427.16	1,296,000.00	492,572.84	61.99%
3001	SOLID WASTE - RECYCLING				
50410	SALARIES & WAGES	43,690.02	60,000.00	16,309.98	72.82%
50411	OVERTIME	157.50	500.00	342.50	31.50%
50415	EMPLOYERS FICA EXPENSE	3,231.22	4,750.00	1,518.78	68.03%
50420	GROUP INSURANCE PREMIUM	10,530.40	16,000.00	5,469.60	65.82%
50430	401 (A) MONEY PURCHASE	2,206.22	3,500.00	1,293.78	63.03%
50432	401 (A) MATCH	588.29	1,000.00	411.71	58.83%
50599	COMPACTOR SERVICE	5,200.00	10,000.00	4,800.00	52.00%
50600	GARBAGE SERVICE - COMMERCIAL	75,287.50	102,000.00	26,712.50	73.81%
50605	GARBAGE SERVICE - RESIDENTIAL	343,727.53	582,000.00	238,272.47	59.06%

CITY OF HORSESHOE BAY
01- UTILITY FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50606	RECYCLING SERVICE	11,164.82	23,000.00	11,835.18	48.54%
50676	M & R - BRUSH SITE	881.59	24,000.00	23,118.41	3.67%
50785	RENT - LEASE	0.00	5,000.00	5,000.00	0.00%
Total 3001	SOLID WASTE - RECYCLING	496,665.09	831,750.00	335,084.91	59.71%
9994	DEBT SERVICE				
50515	2007 SERIES PRINCIPAL	0.00	395,000.00	395,000.00	0.00%
50516	2007 SERIES INTEREST	74,033.00	148,000.00	73,967.00	50.02%
50518	2011 SERIES INTEREST	41,420.00	80,500.00	39,080.00	51.45%
50520	2011 SERIES PRINCIPAL	190,000.00	190,000.00	0.00	100.00%
50521	2014 SERIES INTEREST	63,567.50	125,750.00	62,182.50	50.55%
50522	2014 SERIES PRINCIPAL	140,000.00	140,000.00	0.00	100.00%
50523	2016 SERIES INTEREST	43,000.00	86,000.00	43,000.00	50.00%
50524	2016 SERIES PRINCIPAL	0.00	165,000.00	165,000.00	0.00%
50527	2019 SERIES PRINCIPAL	0.00	10,000.00	10,000.00	0.00%
50528	2019 SERIES INTEREST	42,698.06	158,500.00	115,801.94	26.94%
50533	BOND AGENT FEES	400.00	0.00	(400.00)	0.00%
Total 9994	DEBT SERVICE	595,118.56	1,498,750.00	903,631.44	39.71%
Total 50000	**TOTAL EXPENDITURES**	**4,748,934.09**	**8,240,500.00**	**3,491,565.91**	**57.63%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**6,861,481.76**	**6,946,050.00**	**84,568.24**	

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
BEGINNING FUND BALANCE AT 10/1/2019	**3,578,689.00**	**3,578,689.00**		
REVENUES				
ADMINISTRATION	642,287.35	873,250.00	230,962.65	73.55%
FIRE	232,253.39	335,000.00	102,746.61	69.33%
EMERGENCY SERVICE DISTRICT	6,000.00	9,000.00	3,000.00	66.67%
TAX	5,962,422.17	6,754,000.00	789,450.82	88.28%
POLICE	36,281.38	30,000.00	(6,281.38)	120.94%
DEVELOPMENT SERVICES	227,244.43	238,500.00	11,255.57	95.28%
STREET MAINTENANCE	601,057.90	693,750.00	92,692.10	86.64%
MOWING & CLEARING	403,367.31	525,000.00	121,632.69	76.83%
INTEREST INCOME	40,486.98	100,000.00	59,513.02	40.49%
TOTAL REVENUES	**8,151,400.91**	**9,558,500.00**	**1,407,099.09**	**85.28%**
EXPENDITURES				
ADMINISTRATION	1,304,496.41	1,931,750.00	627,253.59	67.53%
TECHNICAL SERVICES	124,323.26	245,500.00	121,176.74	50.64%
FIRE	1,601,988.56	2,441,500.00	839,511.44	65.61%
POLICE	1,355,774.73	2,133,500.00	777,725.27	63.55%
ANIMAL CONTROL	132,419.64	216,000.00	83,580.36	61.31%
DEVELOPMENT SERVICES	414,548.20	679,250.00	264,701.80	61.03%
STREET MAINTENANCE	233,943.49	589,250.00	355,306.51	39.70%
MOWING & CLEARING	298,626.90	600,000.00	301,373.10	49.77%
TOTAL EXPENDITURES	**5,466,121.19**	**8,836,750.00**	**3,370,628.81**	**61.86%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**2,685,279.72**	**721,750.00**	**(1,963,529.72)**	
LESS: CAPITAL EXPENDITURES	**289,231.44**	**410,000.00**		
ENDING FUND BALANCE AT 5/31/2020	**5,974,737.28**	**3,890,439.00**		

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40170	ADMINISTRATIVE FEES	499,333.36	749,000.00	249,666.64	66.67%
40180	OTHER INCOME	38,417.37	33,000.00	(5,417.37)	116.42%
40188	CORONAVIRUS RELIEF FUND	43,659.00	0.00	(43,659.00)	
40193	MUNICIPAL COURT REVENUE	14,294.96	10,500.00	(3,794.96)	136.14%
40194	TRAFFIC FINES	29,224.58	55,000.00	25,775.42	53.14%
40196	COURT TECHNOLOGY FEES	605.08	1,500.00	894.92	40.34%
40197	COURT SECURITY FEES	496.00	1,000.00	504.00	49.60%
40198	COLLECTION AGENCY REVENUE	7,850.96	12,500.00	4,649.04	62.81%
40199	WARRANT FEES	2,031.76	4,000.00	1,968.24	50.79%
40200	CHILD SAFETY FEE	6,261.10	6,750.00	488.90	92.76%
40201	LOCAL TRUANCY PREVENTION FUND	110.98	0.00	(110.98)	0.00%
40202	LOCAL MUNICIPAL JURY FUND	2.20	0.00	(2.20)	0.00%
Total 1000	ADMINISTRATION	642,287.35	873,250.00	230,962.65	73.55%
5000	FIRE				
40180	OTHER INCOME	585.31	7,000.00	6,414.69	8.36%
40186	OTHER INCOME - DONATION	5,250.00	5,000.00	(250.00)	105.00%
40506	FIRE FIGHTING SERVICES	226,418.08	323,000.00	96,581.92	70.10%
Total 5000	FIRE	232,253.39	335,000.00	102,746.61	69.33%
6000	EMERGENCY SERVICE DISTRICT				
40191	LLANO COUNTY ESD #1 - RENT	6,000.00	9,000.00	3,000.00	66.67%
Total 6000	EMERGENCY SERVICE DISTRICT	6,000.00	9,000.00	3,000.00	66.67%
7000	TAX				
40160	PROPERTY TAX (M&O)	4,973,358.26	4,964,000.00	(9,358.26)	100.19%
40162	PENALTY & INTEREST (M&O)	27,459.18	32,000.00	4,540.82	85.81%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40163	MIXED BEVERAGE TAX	41,069.56	103,000.00	61,930.44	39.87%
40165	SALES TAX	804,290.87	1,421,000.00	616,709.13	56.60%
40166	PEC FRANCHISE FEE	87,696.35	180,000.00	92,303.65	48.72%
40167	TELEPHONE FRANCHISE FEE	5,298.86	7,000.00	1,701.14	75.70%
40180	OTHER INCOME	11.10	1,000.00	988.90	1.11%
40211	CABLE FRANCHISE FEE	19,365.00	40,000.00	20,635.00	48.41%
40213	PEG CHANNEL FEE REVENUE	3,872.99	6,000.00	2,127.01	64.55%
Total 7000	TAX	5,962,422.17	6,754,000.00	789,450.82	88.28%
8000	POLICE				
40175	INSURANCE PROCEEDS	11,116.38	2,000.00	(9,116.38)	555.82%
40180	OTHER INCOME	165.00	3,000.00	2,835.00	5.50%
40182	SALE OF PROPERTY	20,000.00	20,000.00	0.00	100.00%
40186	OTHER INCOME - DONATION	5,000.00	5,000.00	0.00	100.00%
Total 8000	POLICE	36,281.38	30,000.00	(6,281.38)	120.94%
9500	DEVELOPMENT SERVICES				
40171	CC CONVENIENCE FEE	197.71	0.00	(197.71)	
40180	OTHER INCOME	4.10	500.00	495.90	0.82%
40183	BUILDING PERMIT FEES	218,358.62	225,000.00	6,641.38	97.05%
40184	PLAT FEES	2,500.00	4,000.00	1,500.00	62.50%
40185	MISCELLANEOUS PERMITS	3,184.00	5,000.00	1,816.00	63.68%
40187	CONTRACTOR REGISTRATION	2,500.00	3,000.00	500.00	83.33%
40192	ZONING FEES	500.00	1,000.00	500.00	50.00%
Total 9500	DEVELOPMENT SERVICES	227,244.43	238,500.00	11,255.57	95.28%
9600	STREET MAINTENANCE				
40165	SALES TAX	132,724.54	236,750.00	104,025.46	56.06%
40206	THE HILLS POA	5,217.25	5,250.00	32.75	99.38%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40207	PECAN CREEK ASSOCIATION	4,179.37	4,000.00	(179.37)	104.48%
40208	APPLEHEAD POA	6,515.32	6,500.00	(15.32)	100.24%
40209	APPLEHEAD ISLAND POA	1,000.00	1,250.00	250.00	80.00%
40210	HORSESHOE BAY POA	444,021.42	430,000.00	(14,021.42)	103.26%
40212	MAILBOX FEE REVENUE	7,400.00	10,000.00	2,600.00	74.00%
Total 9600	STREET MAINTENANCE	601,057.90	693,750.00	92,692.10	86.64%
9800	MOWING & CLEARING				
40215	MOWING	401,677.31	500,000.00	98,322.69	80.34%
40216	CLEARING	1,690.00	25,000.00	23,310.00	6.76%
Total 9800	MOWING & CLEARING	403,367.31	525,000.00	121,632.69	76.83%
9900	INTEREST INCOME				
40220	INTEREST INCOME	40,486.98	100,000.00	59,513.02	40.49%
Total 9900	INTEREST INCOME	40,486.98	100,000.00	59,513.02	40.49%
Total 40000	**TOTAL REVENUES**	**8,151,400.91**	**9,558,500.00**	**1,407,099.09**	**85.28%**

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	385,417.04	594,500.00	209,082.96	64.83%
50411	OVERTIME	1,301.71	5,000.00	3,698.29	26.03%
50415	EMPLOYERS FICA EXPENSE	29,286.15	45,750.00	16,463.85	64.01%
50420	GROUP INSURANCE PREMIUM	65,018.72	115,500.00	50,481.28	56.29%
50430	401 (A) MONEY PURCHASE	22,401.49	34,250.00	11,848.51	65.41%
50432	401 (A) MATCH	18,946.67	29,500.00	10,553.33	64.23%
50435	UNEMPLOYMENT EXPENSE	0.00	5,000.00	5,000.00	0.00%
50500	ACCOUNTING & AUDITING EXPENSE	14,395.00	17,500.00	3,105.00	82.26%
50505	PROFESSIONAL SERVICE	46,951.46	45,000.00	(1,951.46)	104.34%
50506	ELECTION CONTRACTS	3,787.68	5,000.00	1,212.32	75.75%
50509	APPRAISAL DISTRICT FEES - BURNET	5,324.32	10,500.00	5,175.68	50.71%
50510	APPRAISAL DISTRICT FEES - LLANO	76,853.25	107,500.00	30,646.75	71.49%
50545	MAINTENANCE CONTRACTS	13,106.58	40,000.00	26,893.42	32.77%
50564	CODIFCATION	2,328.00	5,000.00	2,672.00	46.56%
50565	CITY COUNCIL EXPENSE	1,972.56	5,000.00	3,027.44	39.45%
50568	ADVISORY COMMITTEES	192.23	45,000.00	44,807.77	0.43%
50570	DISPATCH EXPENSE	83,284.95	111,000.00	27,715.05	75.03%
50575	DUES, FEES, & SUBSCRIPTIONS	33,581.83	35,000.00	1,418.17	95.95%
50585	ELECTRICITY	19,458.23	35,000.00	15,541.77	55.59%
50591	EOC TRAINING & SUPPLIES	1,260.64	5,000.00	3,739.36	25.21%
50593	TRAVEL, TRAINING, SCHOOL	35,935.77	75,000.00	39,064.23	47.91%
50596	EMPLOYEE AWARDS PROGRAM	620.41	1,000.00	379.59	62.04%
50597	SPECIAL EVENTS	3,572.78	7,000.00	3,427.22	51.04%
50598	WELLNESS PROGRAM	0.00	8,500.00	8,500.00	0.00%
50610	PROPERTY & LIABILITY INSURANCE	93,049.04	96,000.00	2,950.96	96.93%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50611	WORKERS' COMP INSURANCE	124,283.50	120,000.00	(4,283.50)	103.57%
50620	LEGAL EXPENSE	41,843.00	50,000.00	8,157.00	83.69%
50625	FIREWORKS	0.00	10,000.00	10,000.00	0.00%
50630	M & R - BUILDING	35,131.20	40,000.00	4,868.80	87.83%
50650	M & R - GROUNDS	8,418.69	15,000.00	6,581.31	56.12%
50753	CITY BANK FEES	463.68	4,000.00	3,536.32	11.59%
50765	OTHER EXPENSE	16,940.12	22,000.00	5,059.88	77.00%
50766	COVID-19 DISASTER EXPENSES	12,228.81	0.00	(12,228.81)	0.00%
50775	POSTAGE	2,788.85	5,000.00	2,211.15	55.78%
50780	PRINTING - OFFICE SUPPLIES	22,636.51	26,000.00	3,363.49	87.06%
50810	COMMUNICATIONS	29,658.75	37,000.00	7,341.25	80.16%
50820	CHILD SAFETY FUND EXPENSE	6,000.00	1,000.00	(5,000.00)	600.00%
50821	COURT TECHNOLOGY FUND EXPENSE	1,500.00	1,500.00	0.00	100.00%
50822	COURT SECURITY FUND EXPENSE	0.00	1,000.00	1,000.00	0.00%
50823	COLLECTION AGENCY FEES	4,541.04	12,500.00	7,958.96	36.33%
50824	WARRANT FEES	1,000.00	2,000.00	1,000.00	50.00%
50826	MUNICIPAL COURT JUDICIAL STAFF	20,400.00	30,750.00	10,350.00	66.34%
50841	CENTRAL TEXAS WATER COALITION	0.00	5,000.00	5,000.00	0.00%
50842	WORKFORCE NETWORK	10,000.00	10,000.00	0.00	100.00%
50866	TREE REMOVAL	228.00	2,500.00	2,272.00	9.12%
50867	GOLDEN NUGGET NATURE PARK	5,150.00	5,000.00	(150.00)	103.00%
50868	MARTIN PARK	3,237.75	5,000.00	1,762.25	64.76%
50870	FUCHS HOUSE PARK	0.00	5,000.00	5,000.00	0.00%
50871	MILFOIL TREATMENT	0.00	18,000.00	18,000.00	0.00%
50872	HIKING TRAIL PARK	0.00	5,000.00	5,000.00	0.00%
50873	LIGHTHOUSE PARK	0.00	15,000.00	15,000.00	0.00%
Total 1000	ADMINISTRATION	1,304,496.41	1,931,750.00	627,253.59	67.53%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
3000	TECHNICAL SERVICES				
50410	SALARIES & WAGES	67,130.40	131,500.00	64,369.60	51.05%
50415	EMPLOYERS FICA EXPENSE	5,101.25	10,000.00	4,898.75	51.01%
50420	GROUP INSURANCE PREMIUM	14,101.02	25,250.00	11,148.98	55.85%
50430	401 (A) MONEY PURCHASE	3,519.95	6,750.00	3,230.05	52.15%
50432	401 (A) MATCH	1,285.96	3,500.00	2,214.04	36.74%
50505	PROFESSIONAL SERVICE	0.00	3,500.00	3,500.00	0.00%
50545	MAINTENANCE CONTRACTS	24,091.15	42,250.00	18,158.85	57.02%
50575	DUES, FEES, & SUBSCRIPTIONS	7,706.25	11,250.00	3,543.75	68.50%
50592	EQUIPMENT & SUPPLIES	1,048.99	5,000.00	3,951.01	20.98%
50593	TRAVEL, TRAINING, SCHOOL	126.46	6,000.00	5,873.54	2.11%
50765	OTHER EXPENSE	0.00	250.00	250.00	0.00%
50830	UNIFORMS	211.83	250.00	38.17	84.73%
Total 3000	TECHNICAL SERVICES	124,323.26	245,500.00	121,176.74	50.64%
5000	FIRE				
50410	SALARIES & WAGES	1,007,609.45	1,492,250.00	484,640.55	67.52%
50411	OVERTIME	59,149.15	90,000.00	30,850.85	65.72%
50415	EMPLOYERS FICA EXPENSE	80,693.47	121,000.00	40,306.53	66.69%
50420	GROUP INSURANCE PREMIUM	216,853.55	322,250.00	105,396.45	67.29%
50430	401 (A) MONEY PURCHASE	64,556.68	97,250.00	32,693.32	66.38%
50432	401 (A) MATCH	49,244.86	75,000.00	25,755.14	65.66%
50505	PROFESSIONAL SERVICE	4,500.00	6,000.00	1,500.00	75.00%
50545	MAINTENANCE CONTRACTS	23,405.69	23,000.00	(405.69)	101.76%
50548	CONTRACT SERVICES	0.00	3,000.00	3,000.00	0.00%
50575	DUES, FEES, & SUBSCRIPTIONS	4,318.20	5,000.00	681.80	86.36%
50592	EQUIPMENT & SUPPLIES	8,890.05	40,000.00	31,109.95	22.23%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50593	TRAVEL, TRAINING, SCHOOL	14,226.08	35,000.00	20,773.92	40.65%
50594	FIRE PROTECTION GEAR	17,818.61	25,000.00	7,181.39	71.27%
50595	FUEL & LUBRICATION	7,622.66	17,000.00	9,377.34	44.84%
50598	WELLNESS PROGRAM	0.00	12,750.00	12,750.00	0.00%
50640	M & R - EQUIPMENT	6,689.01	17,500.00	10,810.99	38.22%
50685	M & R - VEHICLES	15,465.75	20,000.00	4,534.25	77.33%
50765	OTHER EXPENSE	8,896.93	12,500.00	3,603.07	71.18%
50775	POSTAGE	557.19	250.00	(307.19)	222.88%
50780	PRINTING - OFFICE SUPPLIES	917.40	2,000.00	1,082.60	45.87%
50800	SAFETY EQUIPMENT & SUPPLIES	2,143.65	4,000.00	1,856.35	53.59%
50811	TELECARE PROGRAM	184.50	750.00	565.50	24.60%
50829	PUBLIC SAFETY DONATIONS	5,294.85	5,000.00	(294.85)	105.90%
50830	UNIFORMS	2,950.83	15,000.00	12,049.17	19.67%
Total 5000	FIRE	1,601,988.56	2,441,500.00	839,511.44	65.61%
8000	POLICE				
50410	SALARIES & WAGES	924,973.52	1,462,500.00	537,526.48	63.25%
50411	OVERTIME	19,821.98	15,000.00	(4,821.98)	132.15%
50415	EMPLOYERS FICA EXPENSE	73,421.82	113,000.00	39,578.18	64.98%
50420	GROUP INSURANCE PREMIUM	143,956.20	206,000.00	62,043.80	69.88%
50430	401 (A) MONEY PURCHASE	56,367.24	88,750.00	32,382.76	63.51%
50432	401 (A) MATCH	43,694.70	71,000.00	27,305.30	61.54%
50548	CONTRACT SERVICES	12,008.00	18,000.00	5,992.00	66.71%
50575	DUES, FEES, & SUBSCRIPTIONS	7,796.98	10,000.00	2,203.02	77.97%
50592	EQUIPMENT & SUPPLIES	8,675.96	12,500.00	3,824.04	69.41%
50593	TRAVEL, TRAINING, SCHOOL	3,660.86	17,000.00	13,339.14	21.53%
50595	FUEL & LUBRICATION	15,318.14	45,000.00	29,681.86	34.04%
50615	CONTINGENCY - INVESTIGATION	9.88	6,000.00	5,990.12	0.16%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50616	JAIL EXPENSE	100.00	500.00	400.00	20.00%
50640	M & R - EQUIPMENT	240.00	3,000.00	2,760.00	8.00%
50685	M & R - VEHICLES	24,085.73	22,000.00	(2,085.73)	109.48%
50686	M & R - WEAPONS	2,964.59	5,500.00	2,535.41	53.90%
50760	MEDICAL	1,246.39	1,000.00	(246.39)	124.64%
50765	OTHER EXPENSE	550.06	5,000.00	4,449.94	11.00%
50775	POSTAGE	94.24	250.00	155.76	37.70%
50780	PRINTING - OFFICE SUPPLIES	2,846.97	9,500.00	6,653.03	29.97%
50800	SAFETY EQUIPMENT & SUPPLIES	1,910.25	5,000.00	3,089.75	38.21%
50829	PUBLIC SAFETY DONATIONS	3,676.90	5,000.00	1,323.10	73.54%
50830	UNIFORMS	8,354.32	12,000.00	3,645.68	69.62%
Total 8000	POLICE	1,355,774.73	2,133,500.00	777,725.27	63.55%
9000	ANIMAL CONTROL				
50410	SALARIES & WAGES	31,399.20	52,750.00	21,350.80	59.52%
50411	OVERTIME	675.75	2,500.00	1,824.25	27.03%
50415	EMPLOYERS FICA EXPENSE	2,384.73	4,250.00	1,865.27	56.11%
50420	GROUP INSURANCE PREMIUM	9,641.48	16,000.00	6,358.52	60.26%
50430	401 (A) MONEY PURCHASE	517.56	2,000.00	1,482.44	25.88%
50432	401 (A) MATCH	517.56	2,000.00	1,482.44	25.88%
50502	ANIMAL SHELTER	10,125.00	17,000.00	6,875.00	59.56%
50592	EQUIPMENT & SUPPLIES	763.82	1,000.00	236.18	76.38%
50593	TRAVEL, TRAINING, SCHOOL	217.94	500.00	282.06	43.59%
50595	FUEL & LUBRICATION	1,241.93	4,000.00	2,758.07	31.05%
50685	M & R - VEHICLES	755.04	2,000.00	1,244.96	37.75%
50765	OTHER EXPENSE	0.00	1,000.00	1,000.00	0.00%
50830	UNIFORMS	359.63	500.00	140.37	71.93%
50862	DEER MANAGEMENT	73,820.00	110,500.00	36,680.00	66.81%
Total 9000	ANIMAL CONTROL	132,419.64	216,000.00	83,580.36	61.31%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
9500	DEVELOPMENT SERVICES				
50410	SALARIES & WAGES	204,243.27	315,500.00	111,256.73	64.74%
50411	OVERTIME	0.00	1,500.00	1,500.00	0.00%
50415	EMPLOYERS FICA EXPENSE	15,596.16	24,250.00	8,653.84	64.31%
50420	GROUP INSURANCE PREMIUM	44,133.95	73,750.00	29,616.05	59.84%
50430	401 (A) MONEY PURCHASE	12,728.18	19,500.00	6,771.82	65.27%
50432	401 (A) MATCH	8,176.35	13,750.00	5,573.65	59.46%
50505	PROFESSIONAL SERVICE	86,705.00	145,000.00	58,295.00	59.80%
50545	MAINTENANCE CONTRACTS	6,019.12	6,500.00	480.88	92.60%
50575	DUES, FEES, & SUBSCRIPTIONS	1,682.03	12,000.00	10,317.97	14.02%
50592	EQUIPMENT & SUPPLIES	1,725.71	4,000.00	2,274.29	43.14%
50593	TRAVEL, TRAINING, SCHOOL	4,532.30	10,000.00	5,467.70	45.32%
50595	FUEL & LUBRICATION	614.98	1,000.00	385.02	61.50%
50685	M & R - VEHICLES	500.77	1,000.00	499.23	50.08%
50765	OTHER EXPENSE	102.26	1,500.00	1,397.74	6.82%
50777	ADVERTISEMENTS - NOTICES	568.99	5,000.00	4,431.01	11.38%
50780	PRINTING - OFFICE SUPPLIES	1,376.88	3,000.00	1,623.12	45.90%
50828	CODE ENFORCEMENT ACTIONS	24,663.50	40,000.00	15,336.50	61.66%
50830	UNIFORMS	1,178.75	2,000.00	821.25	58.94%
Total 9500	DEVELOPMENT SERVICES	414,548.20	679,250.00	264,701.80	61.03%
9600	STREET MAINTENANCE				
50410	SALARIES & WAGES	107,102.20	154,500.00	47,397.80	69.32%
50411	OVERTIME	540.54	250.00	(290.54)	216.22%
50415	EMPLOYERS FICA EXPENSE	8,344.82	11,750.00	3,405.18	71.02%
50420	GROUP INSURANCE PREMIUM	14,345.40	32,750.00	18,404.60	43.80%
50430	401 (A) MONEY PURCHASE	7,397.48	10,000.00	2,602.52	73.97%
50432	401 (A) MATCH	4,931.65	7,500.00	2,568.35	65.76%

CITY OF HORSESHOE BAY
02- GENERAL FUND
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50590	ENGINEERING FEES	0.00	7,500.00	7,500.00	0.00%
50853	STREET STRIPING	0.00	10,000.00	10,000.00	0.00%
50854	STREET PATCHING CONTRACT	11,678.28	70,000.00	58,321.72	16.68%
50855	STREET PATCHING MATERIALS	7,882.79	50,000.00	42,117.21	15.77%
50856	DRAINAGE	0.00	45,000.00	45,000.00	0.00%
50857	TRAFFIC SIGN CONTRACT	2,728.00	12,500.00	9,772.00	21.82%
50858	TRAFFIC SIGN MATERIALS	1,511.08	7,500.00	5,988.92	20.15%
50859	LITTER CONTROL CONTRACT	27,920.00	50,000.00	22,080.00	55.84%
50860	MAILBOX MATERIALS	0.00	25,000.00	25,000.00	0.00%
50865	ROW MAINTENANCE	39,561.25	95,000.00	55,438.75	41.64%
Total 9600	STREET MAINTENANCE	233,943.49	589,250.00	355,306.51	39.70%
9800	MOWING & CLEARING				
50863	LOT MOWING	277,471.90	550,000.00	272,528.10	50.45%
50864	LOT CLEARING	21,155.00	50,000.00	28,845.00	42.31%
Total 9800	MOWING & CLEARING	298,626.90	600,000.00	301,373.10	49.77%
Total 50000	**TOTAL EXPENDITURES**	**5,466,121.19**	**8,836,750.00**	**3,370,628.81**	**61.86%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**2,685,279.72**	**721,750.00**	**(1,963,529.72)**	

CITY OF HORSESHOE BAY
07 - CAPITAL STREET UPGRADE
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	EXPENDITURES				
9999					
50961-975	CONTRIBUTION TO RM 2147 IMPROVEMENTS	120,000.00	120,000.00	0.00	100.00%
50961-990	SEALCOATING	296,644.60	1,000,000.00	703,355.40	29.66%
50961-979	THE HILLS ROAD (CHIP SEAL ONLY)	21,551.20	80,000.00	58,448.80	26.94%
50961-980	TORY LANE & LOST RIVER	73,512.50	80,000.00	6,487.50	91.89%
Total 50000	**EXPENDITURES**	**511,708.30**	**1,280,000.00**	**768,291.70**	**39.98%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**511,708.30**	**1,280,000.00**	**768,291.70**	

CITY OF HORSESHOE BAY
08 - DEBT SERVICE
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	BEGINNING FUND BALANCE AT 10/1/2019	**79,298.00**	**79,298.00**		
40000	REVENUES				
7000	TAX				
40150	PROPERTY TAX (I&S)	824,477.27	822,186.00	(2,291.27)	100.28%
40152	PENALTY & INTEREST (I&S)	3,630.43	0.00	(3,630.43)	0.00%
40180	OTHER INCOME	2,590.48	0.00	(2,590.48)	0.00%
Total 7000	TAX	830,698.18	822,186.00	(8,512.18)	101.04%
9900	OTHER INCOME				
40220	INTEREST INCOME	2,626.88	4,500.00	1,873.12	58.38%
Total 9900	OTHER INCOME	2,626.88	4,500.00	1,873.12	58.38%
Total 40000	**TOTAL REVENUES**	**833,325.06**	**826,686.00**	**(6,639.06)**	**100.80%**
50000	EXPENDITURES				
9994	DEBT SERVICE				
50518	2011 SERIES INTEREST	65,363.75	126,819.00	61,455.25	51.54%
50520	2011 SERIES PRINCIPAL	295,000.00	295,000.00	0.00	100.00%
50521	2014 SERIES INTEREST	72,223.13	142,896.00	70,672.87	50.54%
50522	2014 SERIES PRINCIPAL	155,000.00	155,000.00	0.00	100.00%
50523	2016 SERIES INTEREST	12,125.00	24,250.00	12,125.00	50.00%
50524	2016 SERIES PRINCIPAL	0.00	95,000.00	95,000.00	0.00%
Total 9994	DEBT SERVICE	599,711.88	838,965.00	239,253.12	71.48%
Total 50000	**TOTAL EXPENDITURES**	**599,711.88**	**838,965.00**	**239,253.12**	**71.48%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**233,613.18**	**(12,279.00)**	**(245,892.18)**	
	ENDING FUND BALANCE AT 5/31/2020	**312,911.18**	**67,019.00**		

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	UTLITY FUND CAPITAL EXPENDITURES				
50955	**CAPITAL OUTLAY - MACHINE & EQUIPMENT**				
108	EMERGENCY BACKUP EAST VARIABLE FREQUENCY DRIVER	0.00	6,250.00	6,250.00	0.00%
109	NEW AIR CARD SYSTEM (MEMBRANE RACKS)	0.00	37,000.00	37,000.00	0.00%
110	WWTP EMERGENCY BACKUP PUMP	0.00	5,000.00	5,000.00	0.00%
111	CWTP CHLORINE CONVERSION	0.00	70,000.00	70,000.00	0.00%
112	DITCH WITCH HX30 VACUUM SYSTEM	50,194.35	52,000.00	1,805.65	96.53%
113	TRENCHER IMPLEMENT FOR SKID STEER	5,636.96	6,000.00	363.04	93.95%
114	CARGO TRAILERS	0.00	8,000.00	8,000.00	0.00%
115	ROLLING 28 POLY PIPE FUSION MACHINE	0.00	31,000.00	31,000.00	0.00%
116	CONFINED SPACE HOIST SYSTEM	7,061.75	8,000.00	938.25	88.27%
023	WATER METER REPLACEMENT & AMI SYSTEM UPGRAD	0.00	120,000.00	120,000.00	0.00%
096	MEMBRANE FILTER RACK REPLACEMENT	115,097.00	120,000.00	4,903.00	95.91%
999	EMERGENCY EQUIPMENT REPLACEMENT	18,403.73	25,000.00	6,596.27	73.61%
50955	**CAPITAL OUTLAY - OFFICE EQUIPMENT & FURNITURE**				
117	SMART WATER SOFTWARE - CUSTOMER PORTAL INTERFACE	29,320.00	50,000.00	20,680.00	58.64%
50956	**CAPITAL OUTLAY - VEHICLES**				
118	REPLACE SERVICE TRUCKS (1)	24,919.75	25,000.00	80.25	99.68%
50968	**CAPITAL OUTLAY - SEWER LINE IMPROVEMENTS**				
082	SOUTH LIFT STATION REHABILITATION	0.00	70,000.00	70,000.00	0.00%
095	WASTEWATER RECLAMATION PLANT EXPANSION	2,681,418.01	5,000,000.00	2,318,581.99	53.63%
119	ZEBRA MUSSEL TREATMENT	16,303.97	350,000.00	333,696.03	4.66%
		2,948,355.52	**5,983,250.00**	**3,034,894.48**	**49.28%**

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
MAY 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	GENERAL FUND CAPITAL EXPENDITURES				
1000	**ADMINISTRATION**				
50955-999	EQUIPMENT REPLACEMENT	784.00	35,000.00	34,216.00	2.24%
50957-107	ENTERPRISE SOFTWARE - YEAR2	0.00	42,000.00	42,000.00	0.00%
Total 1000	ADMINISTRATION	784.00	77,000.00	76,216.00	0.00%
5000	**FIRE**				
50955-101	FIRE RESCUE BOAT	0.00	30,500.00	30,500.00	0.00%
50955-121	SELF CONTAINED BREATHING APPARATUS	107,000.00	107,000.00	0.00	100.00%
50959-102	STORAGE SHED - FIRE STATION #1	15,000.00	15,000.00	0.00	100.00%
Total 5000	FIRE	122,000.00	152,500.00	30,500.00	0.00%
8000	**POLICE**				
50956-055	PURCHASE OF 3 PATROL UNITS W/ EQUIPMENT	90,903.01	90,000.00	(903.01)	101.00%
50959-103	WEST PARKING LOT EXPANSION	40,250.00	55,000.00	14,750.00	73.18%
50959-104	BUILDING VIDEO SYSTEM	21,854.98	20,000.00	(1,854.98)	109.27%
50959-105	MOBILE DATA TERMIALS (MDTS)	7,163.56	7,500.00	336.44	95.51%
Total 8000	POLICE	160,171.55	172,500.00	12,328.45	92.85%
9600	**STREET MAINTENANCE**				
50955-106	SAND/SALT SPREADER (2)	6,275.89	8,000.00	1,724.11	78.45%
7600	STREET MAINTENANCE	6,275.89	8,000.00	1,724.11	78.45%
	TOTAL 02 - GENERAL FUND CAPITAL EXPENDITURES	**289,231.44**	**410,000.00**	**120,768.56**	**70.54%**

UTILITY DEPARTMENT

DIRECTOR'S MONTHLY 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 operations.

Water Treatment Apr 11 – May 10 (Billing Cycle)	**May-20**	***May-19***
Water Produced:	**48.81** MG	***48.61*** *MG*
Known Leaks and Accounted Uses:	**3.98** MG	*2.55 MG*
Unknown Water Loss:	**1.24** MG	*2.55 MG*
Water Sold To Public:	**43.59** MG	***36.14*** *MG*
Maximum Daily Flow:	2.21 MG	*2.80 MG*
Average Daily Flow:	1.57 MG	*1.57 MG*
Total Water Production for Fiscal Year:	**402.54** MG	***315.93*** *MG*
*Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)**	29.2%	*28.1%*

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

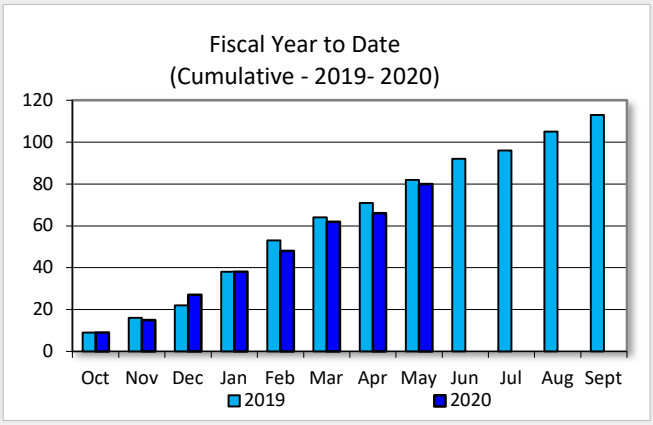
Wastewater Treatment	**May-20**	***May-19***
Treated Wastewater:	**17.10** MG	***16.09*** *MG*
% Water Sold:	**39%**	*45%*
Maximum Daily Flow:	0.656 MG	*0.41 MG*
Average Daily Flow:	0.552 MG	*0.499 MG*
Total Wastewater Treated for Fiscal Year:	**114.13** MG	***115.51*** *MG*
Effluent Pumped to Golf Courses & Other Reuse Sites:	15.50 MG	*15.23 MG*
Year-to-Date Percent of Water Sold :	36%	*50%*
Average Wastewater Flow from Cottonwood Shores	66,750 GPD	*58,800 GPD*
Percent of the Cottonwood Shores Contract	55%*	*49%*

**Cottonwood Shores Wastewater Contract - 120,000 gallons per day*

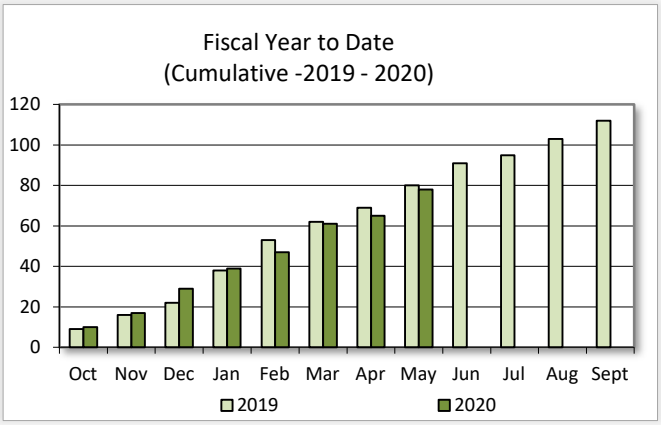
Monthly Utility Data	**O-19**	**N-19**	**D-19**	**J - 20**	**F- 20**	**M - 20**	**A-20**	**M-20**	**J-20**	**J-20**	**A-20**	**S-20**	**YTD**
Raw Water (MG)*	99.18	65.41	45.64	42.91	42.60	38.68	43.77	50.71					428.89
Water Produced (MG)	89.27	60.96	42.10	42.01	40.28	37.81	41.32	**48.81**					402.54
Known Leaks And Accounted Uses (MG)	6.90	4.57	4.71	7.65	10.96	10.93	3.91	**3.98**					53.60
Water Loss (MG)	8.90	6.15	2.36	3.61	3.06	3.02	3.11	**1.24**					31.45
Water Loss %*	10.0%	10.1%	5.6%	8.6%	7.6%	8.0%	7.5%	2.5%					7.8%
Water Sold (MG)	73.47	50.24	35.03	30.75	26.26	23.86	34.30	**43.59**					317.49
Treated Wastewater (MG)	13.60	14.59	13.35	12.80	12.00	15.00	15.70	**17.10**					114.13
Treated Wastewater as % of Water Sold	19%	29%	38%	42%	46%	63%	46%	**39%**					36%
Outdoor Use Estimate	81%	71%	62%	58%	54%	37%	54%	61%					64%

** Large leak found at end of Cimarron St. on March 13, 2020 responsible for majority of water loss in February and March 2020.*

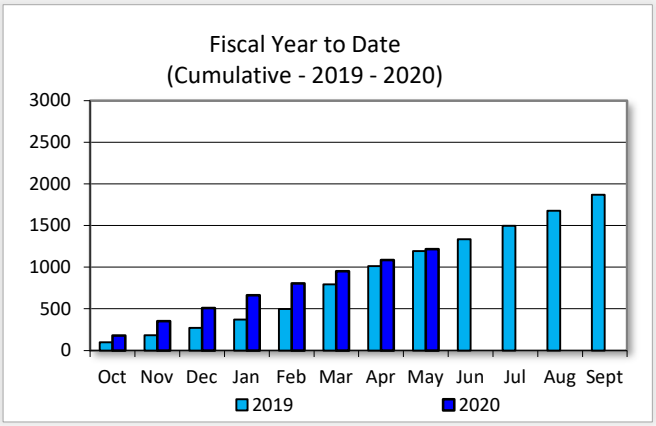
WATER TAPS



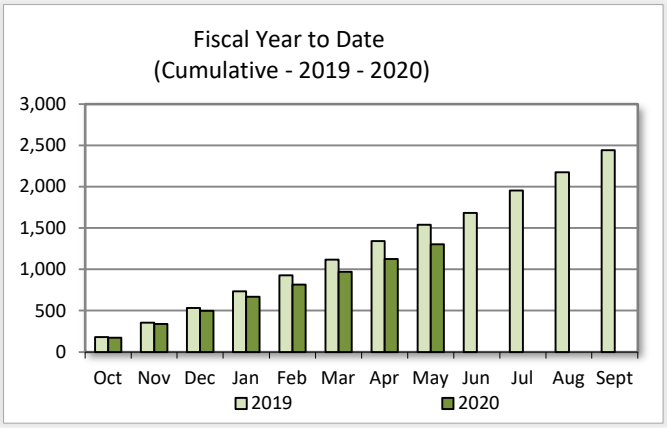
WASTEWATER TAPS



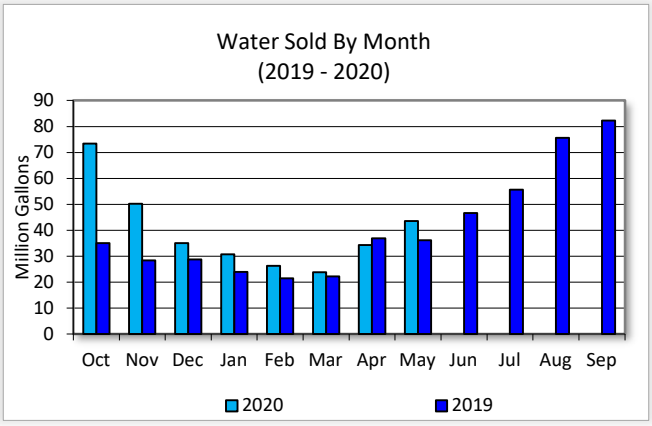
WATER SERVICE CALLS



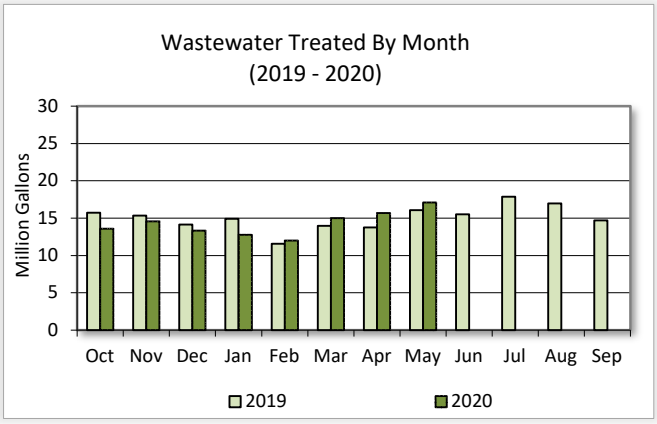
WASTEWATER SERVICE CALLS



WATER SOLD

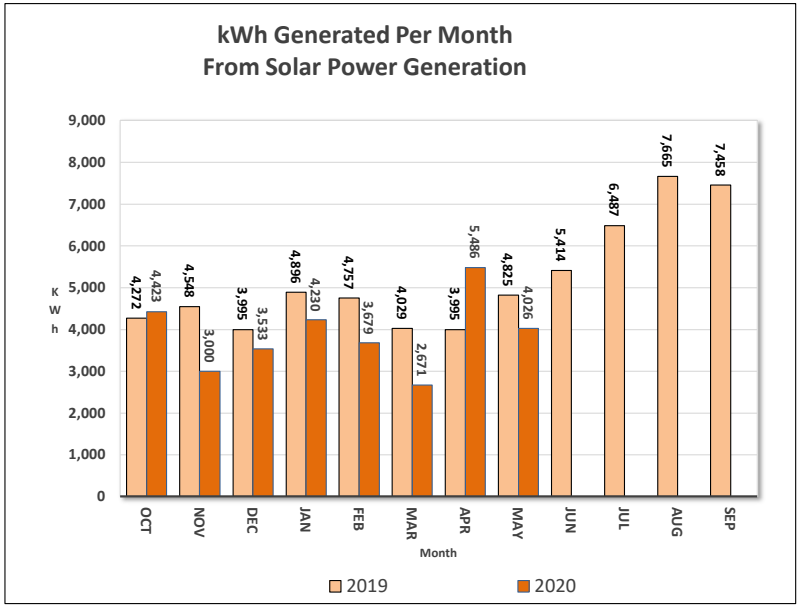


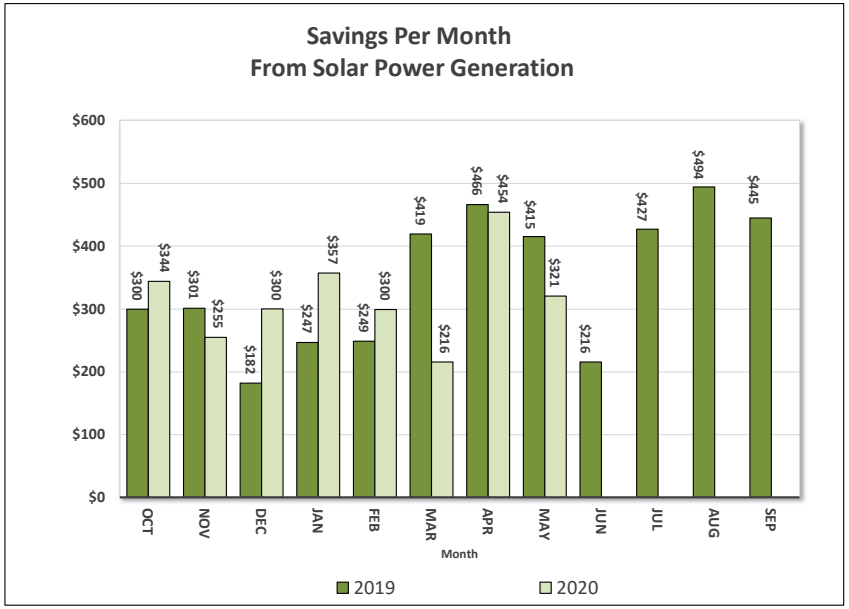
TREATED WASTEWATER



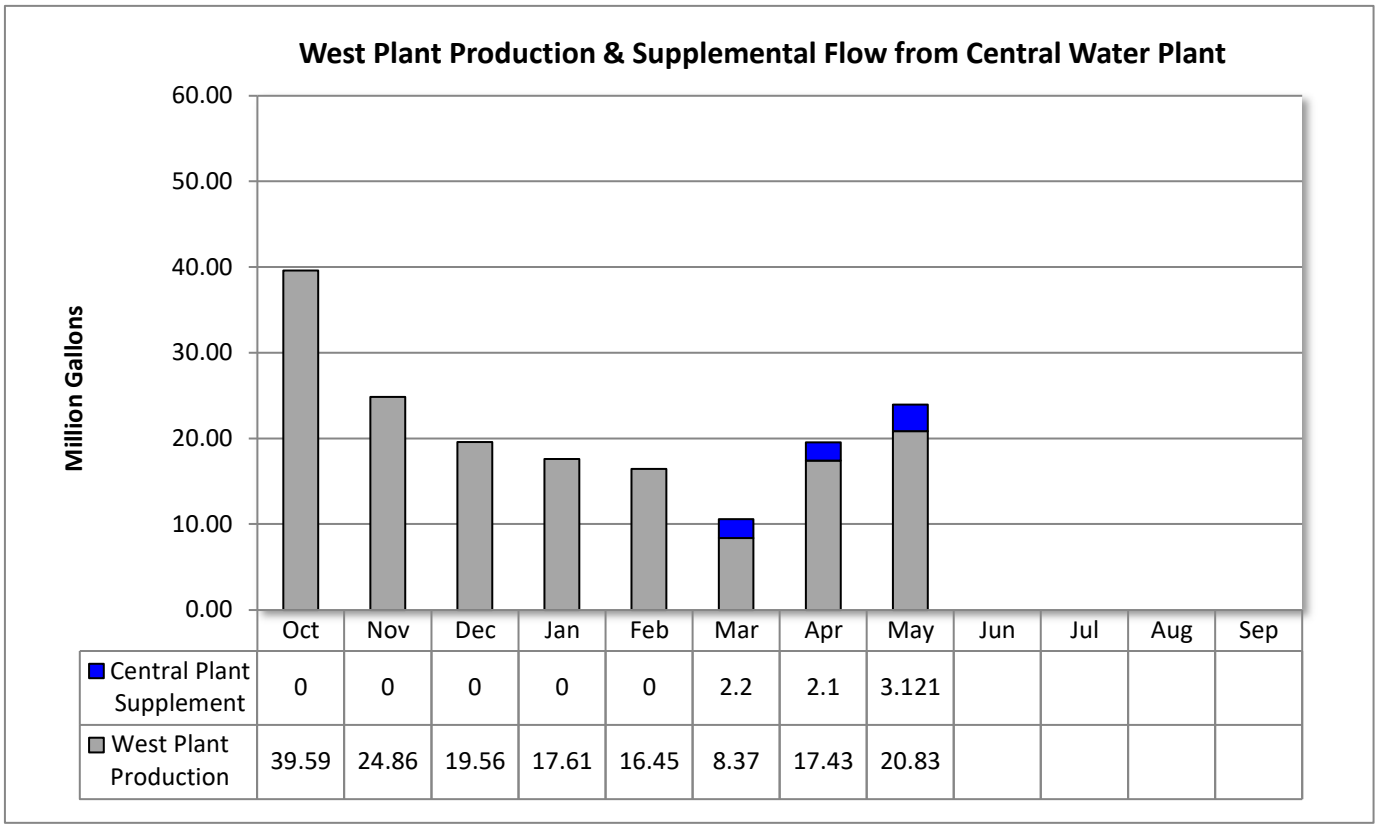
All Water Sold and Wastewater Treatment is based the Utility billing cycle and not calendar dates.

CENTRAL WATER TREATMENT PLANT SOLAR ENERGY PROJECT



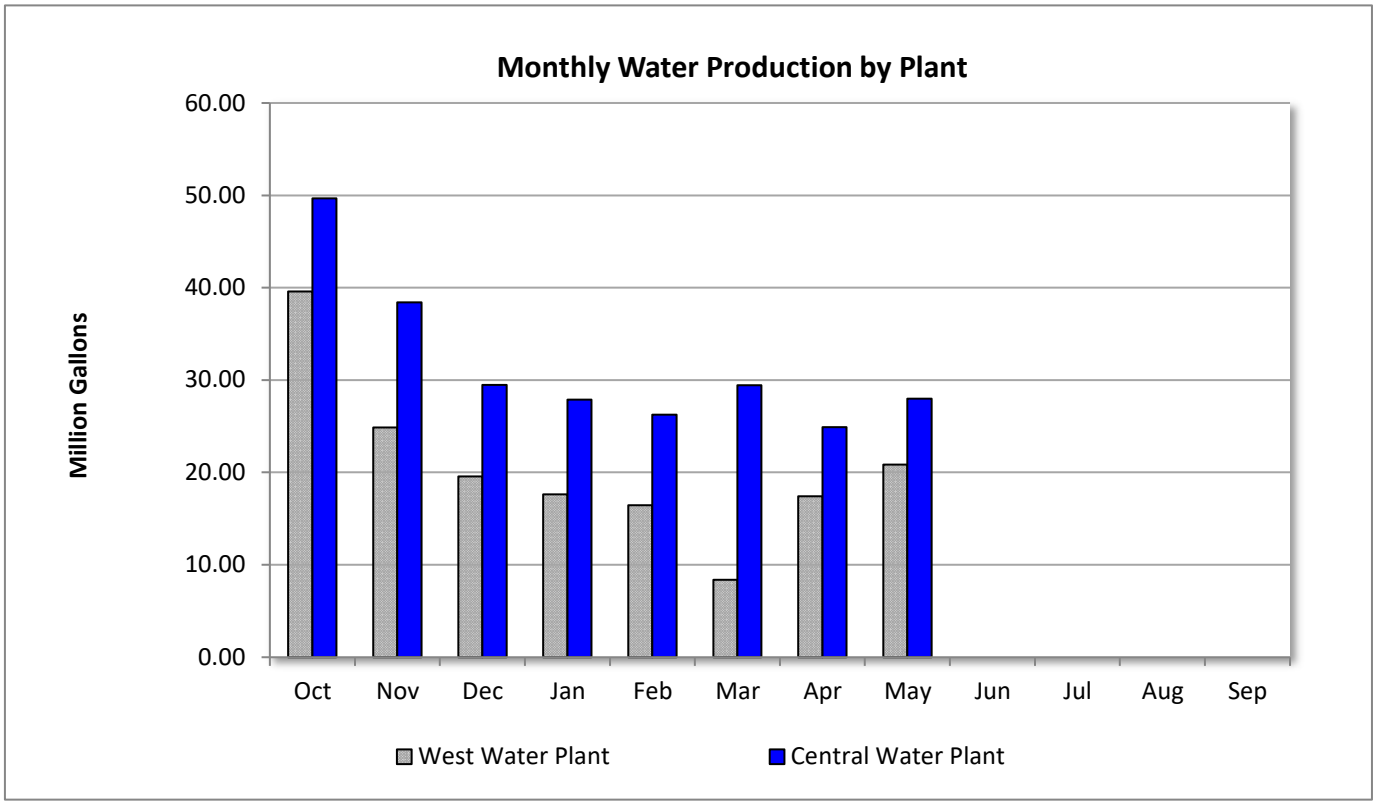


WEST WATER PRODUCTION AND SUPPLEMENTAL FLOW



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Central Plant Supplement	0	0	0	0	0	2.2	2.1	3.121				
West Plant Production	39.59	24.86	19.56	17.61	16.45	8.37	17.43	20.83				

CENTRAL AND WEST WATER PRODUCTION



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People Helping People

DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

DEVELOPMENT SERVICES
May 2020 Reports

Director's Principal Activities:

1. DRC reviewed and approved the site plans for the proposed Herron CPA office building on Long Drive Ct. and the Joe Herron proposed 1,800 sq. ft. office building on Par 3 Court. Susan Turrieta submitted a new consulting engineer proposal from the engineering company she now works for – Walter P. Moore, which will be reviewed by DRC in June.
2. Requested that oak wilt expert Dave Appel from Texas A&M inspect oak trees at 1307 Mountain Dew, to confirm suspected oak wilt on the property, which he did. Developed a plan for us to address oak wilt in the community, including developing an Oak Wilt page on the City website, scheduling several workshops for arborists and property owners to provide oak wilt information, and other outreach and educational activities.
3. Reviewed the DS proposed budget with Finance Director Margie Cardenas.
4. Met with Tim Baumann, Tom Classen and Sandra Nash regarding a Minor Replat in Lago Escondido converting 4 existing residential lots into 2 Common Area lots, subdividing 4 residential lots into 8 residential lots, all resulting in no additional residential lots.
5. Many individual collaborations, investigations and consultations regarding such things as: working with Troy Meyers and Sandra Nash to determine the final zoning categories for the Zoning Map; researching issues with a specific breed of lizard that a person had requested to be able to breed in HSB (did not approve - many safety issues with size and ability to escape); provided information on our development review process to the architect designing the "heavy timber" clubhouse for Summit Rock; and responded to a question from Ron Mitchell regarding a proposal for a dog park and community garden Tuscan Village, which will require a Major Amendment to the Tuscan Village Planned Development Ordinance (a rezoning application) and a Conditional Use Permit.

Other Department Activity:

1. Inspected newer mobile homes in Horseshoe Bay South with Code Enforcement Officer Ray Garcia to see the quality of newer homes being installed, and their amenities and developed a plan for increasing mobile home standards to improve their appearance.
2. Conducted four DS Staff Meetings, including the final workshop on the FY 2021 DS budget, and a Leadership Team meeting on three major DS projects, including proposed amendments to the Mobile Home Section.

Code Enforcement Officer Activities from 10/01/19 (Fiscal Year) To 5/31/20 Summary:

- Red Tags/Stop Work Orders Issued: 33
- Citations and Court Summons Issued: 52
- Certified Letters Sent: 33
- Total Vehicles Removed: 25
- Regular Letters Sent/Posted: 455
- Phone calls and letters for Yard Lights/Addresses: 5
- Development Services Director Minor Plats approved: 6

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DEVELOPMENT SERVICES DEPARTMENT
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PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
All Permit Activity Report

Issued Date	Applicant	Property	Permit Type	Applied Date	ATS Review Complete
5/7/2020	Mike McClung Custom Homes	3413 Douglas DR	Dumpster Permit	5/7/2020	NA
5/11/2020	JC Builders	307 Lakawana	Residential/Single Family <2000 sq ft	3/26/2020	4/30/2020
5/7/2020	Ruth Wright	606 Port Unit A	Fence	5/4/2020	NA
5/27/2020	HRH Construction Co. Inc.	807 Mountain Leather	Residential/Single Family 2000-5000 sq ft	3/18/2020	3/31/2020
5/4/2020	Marble Falls Spa & Pools	608 Overlook Parkway	Pool/Spa	3/26/2020	4/2/2020
5/1/2020	John Owens Construction, LLC	116 Wennmohs Place Bath Addition	Remodel-Residential	4/21/2020	4/28/2020
5/13/2020	Blue Hole Pools	408 Matern Ct	Boathouse/Boat Dock	4/21/2020	5/12/2020
5/18/2020	Ashby Signature Homes	3 Applehead Island DR	Residential/Single Family 2000-5000 sq ft	4/23/2020	5/1/2020
5/18/2020	KT Waterfront Construction	3 & 4 Applehead Island	Boathouse/Boat Dock	4/24/2020	5/1/2020
5/6/2020	Southern Living Pools	135 La Lucita	Pool/Spa	4/24/2020	5/5/2020
5/4/2020	Blue Hole Pools	315 Fieldspar	Pool/Spa	4/24/2020	5/1/2020
5/13/2020	Division 6 Construction, LLC		Contractor Registration	4/27/2020	NA
5/18/2020	Stephen Ramsey	307 Crestview 12	Deck/Patio/Balcony	5/7/2020	5/15/2020
5/29/2020	K and K Construction	608 N. Horseshoe Bay Blvd	Boathouse/Boat Dock	5/7/2020	5/14/2020
5/13/2020	Glenn Salem Construction	1592 Golden Nugget	Remodel-Residential	5/4/2020	5/8/2020
5/12/2020	Wilfong Construction	5321 FM 2147 4	Deck/Patio/Balcony	4/30/2020	5/7/2020
5/4/2020	Cactus Companies	301 Grove Ct	Fence	5/1/2020	NA
5/14/2020	Oscar Arellano Jaimes	2205 Mountain Dew	Residential/Single Family <2000 sq ft	5/4/2020	5/8/2020
5/14/2020	Marble Falls Spa & Pools	113 Moon Isle	Pool/Spa	5/5/2020	5/14/2020
5/6/2020	Marcos Villarreal Jr.	106 Moonshine	Irrigation	5/5/2020	NA
5/21/2020	Neiman-Foster Custom Homes	217 Plenty Hills	Retaining Wall/Sea Wall/Bulkhead	5/13/2020	5/20/2020

5/15/2020	Turrentine Properties, Inc.	425 Lighthouse Dr	Pool/Spa	5/12/2020	5/15/2020
5/13/2020	Patco Construction		Contractor Registration	5/11/2020	NA
5/14/2020	Finished Work Roofing	68 Applehead Island Dr	Roof/Re-Roof	5/11/2020	5/14/2020
5/20/2020	Emerald Irrigation	100 Cross Bow	Retaining Wall/Sea Wall/Bulkhead	5/14/2020	5/20/2020
5/14/2020	Fidencio Casas	700 Gold Dust	Irrigation	5/13/2020	
5/20/2020	Treo Signature Homes	801 Creek Lane	Remodel-Residential	5/13/2020	5/20/2020
5/15/2020	LTJ Construction, LLC	416 Lighthouse Dr	Dumpster Permit-Extension	5/15/2020	NA
5/20/2020	G2 Design Team, Inc	613 N. Horseshoe Bay Blvd	Dumpster Permit	5/20/2020	NA
5/27/2020	Marcos Villarreal Jr.	200 Paintbrush	Irrigation	5/21/2020	NA
5/21/2020	Neiman-Foster Custom Homes	609 Fault Line DR	Fence	5/7/2020	NA
5/28/2020	Canyon Creek Homes, LP		Contractor Registration	5/27/2020	NA
5/27/2020	Sam Lichenstein	306 N. Big Spur	Fence	5/27/2020	NA
5/29/2020	Daniel Schwartz	409 Hi Circle W	Garage Sale Permit	5/29/2020	NA

Permit Type	Count
Pool/Spa	5
Fence	4
Remodel-Residential	3
Boathouse/Boat Dock	3
Contractor Registration	3
Irrigation	3
Dumpster Permit	2
Residential/Single Family <2000 sq ft	2
Residential/Single Family 2000-5000 sq ft	2
Deck/Patio/Balcony	2
Retaining Wall/Sea Wall/Bulkhead	2
Roof/Re-Roof	1
Dumpster Permit-Extension	1
Garage Sale Permit	1
Total	**34**

New Residential Permit Count	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
October	9	2	8	2	11	5
November	3	2	3	4	3	12
December	6	11	4	7	13	8
January	3	5	5	12	8	13
February	2	7	5	6	8	7
March	2	1	13	9	9	5
April	2	3	7	8	6	7
May	7	10	4	9	10	4
June	6	10	2	4	5	
July	5	4	13	9	9	
August	4	3	6	12	4	
September	5	6	10	11	6	
FY Total	**54**	**64**	**80**	**93**	**92**	**57**

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DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
Residential Construction Site Tracking Report
By Permit Expiration Date

No.	Note#	Contact	Property	Subdivision	Issued Date	Expiration Date	Custom or Spec
1	*1*	Larry Walker Homes	409 N. Hi Cir	Proper	11/1/2017	5/1/2019	Custom
2	*2*	Voltaire, LLC	2807 Fault Line Dr	West	1/3/2018	7/3/2019	Spec
3	*3*	Westway Custom Builders	400 Matern Ct	Matern Island	4/23/2018	10/23/2019	Custom
4	*4*	G. Gray Services	104 Hello	West	7/6/2018	1/6/2020	Custom
5	*5*	Casa Highland Construction	109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
6	*6*	JS2 Partners, LLC	125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
7	*7*	Jeff Jackson Custom Homes, Inc.	2503 Diagonal Dr	West	12/11/2018	6/11/2020	Spec
8		Voltaire, LLC	168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
9		JNB Engineering, PLLC	805 Apache Tears	West	12/26/2018	6/26/2020	Custom
10		Westway Custom Builders	510 Lighthouse Dr	Proper	7/16/2018	7/16/2020	Spec
11		Brian Turrentine	114 Keel Way	Proper	7/18/2018	7/18/2020	Spec
12		Jenkins Custom Homes	53 Applehead Island Dr	Applehead Island	2/4/2019	8/4/2020	Custom
13		Jeff Jackson Custom Homes, Inc.	101 Comanche Agate	West	2/5/2019	8/5/2020	Custom
14		Ashby Signature Homes	4 Applehead Island Dr	Applehead Island	3/18/2019	9/18/2020	Spec
15		Grubbs Construction	901 Sun Ray	West	3/27/2019	9/27/2020	Spec
16		Garrett Signature Homes	117 Pink Mimosa	Summit Rock	4/5/2019	10/5/2020	Spec
17		Heritage Builders, LLC	403 Turquoise	West	10/14/2019	10/14/2020	Custom
18		Casadomaine Homebuilders, LLC	306 N. Big Spur	Proper	4/15/2019	10/15/2020	Spec
19		Westway Custom Builders	705 Mountain Leather	West	4/16/2019	10/16/2020	Custom
20		FTV Construction	2004 Dew Drop	South	10/16/2019	10/16/2020	Spec
21		Ubuildit (Red Letter Custom Homes)	105 Rainbow	West	4/17/2019	10/17/2020	Custom
22		Landcrafter Homes, Inc.	109 Starboard	Proper	5/6/2019	11/6/2020	Spec
23		Jeff Jackson Custom Homes, Inc.	200 Paintbrush	Summit Rock	5/6/2019	11/6/2020	Custom
24		Turrentine Properties, Inc.	201 No Return	Proper	11/15/2018	11/15/2020	Custom
25		Frasier Construction	105 E. Wilderness Dr	Wilderness Cove	5/17/2019	11/17/2020	Custom
26		CW Designer Homes	521 RR 2831	The Hills	11/18/2019	11/18/2020	Custom

27		Legend Communities	107 Azalea Ct	Summit Rock	11/27/2019	11/27/2020	Spec
28		Ubuildit (Red Letter Custom Homes)	104 Syncline	West	6/7/2019	12/7/2020	Custom
29		DK Homes	1117 Hi Fault	West	6/13/2019	12/13/2020	Spec
30		Silverado Signature Homes	720 Mountain Dew	Proper	12/23/2019	12/23/2020	Spec
31		SRCI Design-Build	455 La Serena Lp	Escondido	12/26/2018	12/26/2020	Custom
32		James Klein	901 Mountain Leather	West	6/28/2019	12/28/2020	Spec
33		ACSBLDR, Inc. d/b/a Everview Homes	1314 Clayton Nolen	Proper	1/2/2020	1/2/2021	Spec
34		Jenkins Custom Homes	100 Lighthouse Dr	Proper	1/9/2019	1/9/2021	Custom
35		Westway Custom Builders	132 Old West Way	Golf View	7/9/2019	1/9/2021	Custom
36		JC Builders	1304 Fault Line Dr	West	1/13/2020	1/13/2021	Spec
37		Coventry Homes (MHI Central TX, LLC)	106 Buckeye	West	7/15/2019	1/15/2021	Custom
38		Brother Sun Builders	300 Hi Ridge	Proper	1/15/2020	1/15/2021	Custom
39		Lagniappe Development, Inc.	506 Mountain Leather	West	7/23/2019	1/23/2021	Spec
40		Barbara Schrader Construction, LLC	205 Dalton Cir	Proper	7/25/2019	1/25/2021	Custom
41		Highland Lakes Bella Casa Communities, LLC	620 Broken Hills	West	7/29/2019	1/29/2021	Spec
42		Neiman-Foster Custom Homes	214 Buffalo Peak	West	8/14/2019	2/14/2021	Spec
43		Legend Communities	209 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
44		Legend Communities	420 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
45		K Bar T Custom Homes, Inc.	313 Hideaway	West	9/3/2019	3/3/2021	Custom
46		Bob Rowan Custom Homes	314 Wennmohs Pl	West	3/5/2019	3/5/2021	Custom
47		Drennan Day Custom Homes, Inc.	115 Golden Harvest	Applehead	9/5/2019	3/5/2021	Custom
48		Westway Custom Builders	153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
49		K Bar T Custom Homes, Inc.	105 Golden Sun	West	9/16/2019	3/16/2021	Custom
50		JB REI, LLC	700 Gold Dust	South	9/16/2019	3/16/2021	Spec
51		Legend Communities	119 Rivalto Drive	Tuscan Village	3/16/2020	3/16/2021	Spec
52		Greg Frazier Bldg. Corp.	1149 Apache Tears	West	9/30/2019	3/30/2021	Custom
53		James J. Keahey, Builder Inc	315 Hideaway	West	3/31/2020	3/31/2021	Spec
54		Legend Communities	402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec
55		Jenkins Custom Homes	132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
56		JC Builders	304 Plenty Deer	West	10/16/2019	4/16/2021	Custom
57		Mary Ann Baker	3231 Douglas Dr	Applehead	4/20/2020	4/20/2021	Custom
58		Fameco Texas DBA Dream Home Builders	804 Apache Tears	West	11/5/2019	5/5/2021	Custom
59		Jeff Jackson Custom Homes, Inc.	308 Wennmohs Place	West	11/7/2019	5/7/2021	Custom
60		Hays Dream Homes	1203 Hi Mesa	Proper	11/11/2019	5/11/2021	Custom
61		JC Builders	307 Lakawana	West	5/11/2020	5/11/2021	Spec

62		CZAM Design and Build	707 Fault Line Dr	West	11/12/2019	5/12/2021	Custom
63		Mark Moulckers AIA, LLC	324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
64		Oscar Arellano Jaimes	2205 Mountain Dew	South	5/14/2020	5/14/2021	Spec
65		Legend Communities	114 Delfino PL	Tuscan Village	11/15/2019	5/15/2021	Custom
66		Hancock Homes, LLC	218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
67		Legend Communities	104 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
68		Legend Communities	106 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
69		Legend Communities	114 Azalea Lp	Summit Rock	11/27/2019	5/27/2021	Spec
70		Lake Country Homes	111 Rainbow	West	12/2/2019	6/2/2021	Custom
71		Nick Wood	209 Dalton Cir	Proper	12/3/2019	6/3/2021	Custom
72		JB REI, LLC	805 Mountain Leather	West	12/3/2019	6/3/2021	Spec
73		Grandview Homes, LLC	101 Ruby Red	West	12/10/2019	6/10/2021	Spec
74		Nash Builders, LTD	312 Matern Ct	Matern Island	12/12/2019	6/12/2021	Custom
75		B & E Interests	102 Lampasas Ct	Pecan Creek	12/12/2019	6/12/2021	Spec
76		Voltaire, LLC	135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom
77		Casa Highland Construction	307 Sun Ray	West	1/2/2020	7/2/2021	Custom
78		ACSBLDR, Inc. d/b/a Everview Homes	207 Hideaway	West	1/2/2020	7/2/2021	Spec
79		Mark Collins	113 Sure Fire	Proper	1/13/2020	7/13/2021	Custom
80		Young Homes, LLC	608 Overlook Parkway	The Trails	1/20/2020	7/20/2021	Custom
81		Duffy Company LLC	406 Emerald Way	West	1/21/2020	7/21/2021	Spec
82		Nalle Custom Homes	61 Applehead Island Dr	Applehead Island	1/22/2020	7/22/2021	Spec
83		Jeff Jackson Custom Homes, Inc.	203 The Trails Parkway	The Trails	1/28/2020	7/28/2021	Custom
84		ACSBLDR, Inc. d/b/a Everview Homes	829 Broken Arrow	Proper	1/30/2020	7/30/2021	Custom
85		Neiman-Foster Custom Homes	113 Moon Isle	West	2/4/2020	8/4/2021	Spec
86		Southern Legacy Building Group LLC	1000 Cats Eye	West	2/5/2020	8/5/2021	Custom
87		Hancock Homes, LLC	209 Florentine	Applehead	2/10/2020	8/10/2021	Custom
88		H D Burttschell Construction	102 Nicola Gay	Applehead	2/13/2020	8/13/2021	Spec
89		Prodigal Habits, Inc.	823 Creek Ln	Pecan Creek	2/18/2020	8/18/2021	Spec
90		Zbranek and Holt Custom Homes	901 Quick Draw	Proper	2/25/2020	8/25/2021	Custom
91		Neiman-Foster Custom Homes	217 Plenty Hills	West	8/28/2019	8/28/2021	Custom
92		Lake Country Homes	110 Marlin	Proper	2/28/2020	8/28/2021	Spec
93		Spivey Custom Homes	331 Spider Valley	West	3/4/2020	9/4/2021	Spec
94		Abran Santibanez	111 Florentine	Applehead	3/6/2020	9/6/2021	Custom
95		Southern Legacy Building Group LLC	1005 Cats Eye	West	4/2/2020	10/2/2021	Custom
96		JB REI, LLC	101 Bent One	Applehead	4/20/2020	10/20/2021	Custom
97		Keith Wing Austin Builders LLC	818 The Trails Parkway	The Trails	4/27/2020	10/27/2021	Custom

98		Ryan Homes, Inc.	127 E. Wilderness Dr	Wilderness Cove	4/28/2020	10/28/2021	Custom
99		Brother Sun Builders	116 Ensenada Ln	Hidden Coves	4/29/2020	10/29/2021	Custom
100		Bobby Kraft Builders, Inc	101 Long Mountain	West	4/29/2020	10/29/2021	Custom
101		Turrentine Properties, Inc.	425 Lighthouse Dr	Proper	11/11/2019	11/11/2021	Custom
102		Ashby Signature Homes	3 Applehead Island Dr	Applehead Island	5/18/2020	11/18/2021	Spec
103		HRH Construction Co. Inc.	807 Mountain Leather	West	5/27/2020	11/27/2021	Custom
104		Nalle Custom Homes	63 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Spec
105		Nalle Custom Homes	103 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Custom
106		Greg Frazier Bldg. Corp.	110 La Posada	Escondido	2/11/2020	2/11/2022	Custom

Custom	Spec
62	44

Note#	Note	Builder
1	3rd Re-permit granted by City Council at 12/10/19 Meeting, expired 5/1/20, COVID Extension granted to 6/1/20. Re-permit notice sent to builder.	Larry Walker Homes, Larry Walker
2	3rd Re-permit granted by City Council at 2/18/20 Meeting, expired 4/17/20, COVID Extension granted to 5/17/20. Re-permit notice sent to builder.	Voltaire, Dean Blaine
3	3rd Re-permit granted by City Council at 2/18/20 Meeting, expired 5/18/20, COVID Extension granted to 6/18/20. *CO issued 6/3/2020.	Westway Custom Homes, Tom Classen
4	2nd Re-permit Expires 5/10/20, COVID Extension granted to 6/10/20. Re-permit notice sent to builder.	G. Gray Services, Garrett Gray
5	1st Re-permit expires 4/20/20, COVID Extension granted to 5/20/20. Re-permit notice sent to builder.	Casa Highland Construction
6	1st Re-permit expires 4/24/20, COVID Extension granted to 5/24/20. Re-permit notice sent to builder.	JS2 Partners LLC, Rusty Stout
7	Permit Expires 6/11/2020. 1st COVID extension granted to 7/11/2020.	Jeff Jackson Custom Homes

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DEVELOPMENT SERVICES DEPARTMENT

DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
Residential Construction Site Tracking Report
By Subdivision

No.	Note#	Contact	Property	Subdivision	Issued Date	Expire Date	Custom or Spec
47		Drennan Day Custom Homes, Inc.	115 Golden Harvest	Applehead	9/5/2019	3/5/2021	Custom
57		Mary Ann Baker	3231 Douglas Dr	Applehead	4/20/2020	4/20/2021	Custom
66		Hancock Homes, LLC	218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
87		Hancock Homes, LLC	209 Florentine	Applehead	2/10/2020	8/10/2021	Custom
88		H D Burttschell Construction	102 Nicola Gay	Applehead	2/13/2020	8/13/2021	Spec
94		Abran Santibanez	111 Florentine	Applehead	3/6/2020	9/6/2021	Custom
96		JB REI, LLC	101 Bent One	Applehead	4/20/2020	10/20/2021	Custom
12		Jenkins Custom Homes	53 Applehead Island Dr	Applehead Island	2/4/2019	8/4/2020	Custom
14		Ashby Signature Homes	4 Applehead Island Dr	Applehead Island	3/18/2019	9/18/2020	Spec
82		Nalle Custom Homes	61 Applehead Island Dr	Applehead Island	1/22/2020	7/22/2021	Spec
102		Ashby Signature Homes	3 Applehead Island Dr	Applehead Island	5/18/2020	11/18/2021	Spec
104		Nalle Custom Homes	63 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Spec
105		Nalle Custom Homes	103 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Custom
5	*5*	Casa Highland Construction	109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
8		Voltaire, LLC	168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
31		SRCI Design-Build	455 La Serena Lp	Escondido	12/26/2018	12/26/2020	Custom
76		Voltaire, LLC	135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom
106		Greg Frazier Bldg. Corp.	110 La Posada	Escondido	2/11/2020	2/11/2022	Custom
35		Westway Custom Builders	132 Old West Way	Golf View	7/9/2019	1/9/2021	Custom
99		Brother Sun Builders	116 Ensenada Ln	Hidden Coves	4/29/2020	10/29/2021	Custom
3	*3*	Westway Custom Builders	400 Matern Ct	Matern Island	4/23/2018	10/23/2019	Custom
74		Nash Builders, LTD	312 Matern Ct	Matern Island	12/12/2019	6/12/2021	Custom
75		B & E Interests	102 Lampasas Ct	Pecan Creek	12/12/2019	6/12/2021	Spec
89		Prodigal Habits, Inc.	823 Creek Ln	Pecan Creek	2/18/2020	8/18/2021	Spec
1	*1*	Larry Walker Homes	409 N. Hi Cir	Proper	11/1/2017	5/1/2019	Custom
10		Westway Custom Builders	510 Lighthouse Dr	Proper	7/16/2018	7/16/2020	Spec

11		Brian Turrentine	114 Keel Way	Proper	7/18/2018	7/18/2020	Spec
18		Casadomaine Homebuilders, LLC	306 N. Big Spur	Proper	4/15/2019	10/15/2020	Spec
22		Landcrafter Homes, Inc.	109 Starboard	Proper	5/6/2019	11/6/2020	Spec
24		Turrentine Properties, Inc.	201 No Return	Proper	11/15/2018	11/15/2020	Custom
30		Silverado Signature Homes	720 Mountain Dew	Proper	12/23/2019	12/23/2020	Spec
33		ACSBLDR, Inc. d/b/a Everview Homes	1314 Clayton Nolen	Proper	1/2/2020	1/2/2021	Spec
34		Jenkins Custom Homes	100 Lighthouse Dr	Proper	1/9/2019	1/9/2021	Custom
38		Brother Sun Builders	300 Hi Ridge	Proper	1/15/2020	1/15/2021	Custom
40		Barbara Schrader Construction, LLC	205 Dalton Cir	Proper	7/25/2019	1/25/2021	Custom
60		Hays Dream Homes	1203 Hi Mesa	Proper	11/11/2019	5/11/2021	Custom
71		Nick Wood	209 Dalton Cir	Proper	12/3/2019	6/3/2021	Custom
79		Mark Collins	113 Sure Fire	Proper	1/13/2020	7/13/2021	Custom
84		ACSBLDR, Inc. d/b/a Everview Homes	829 Broken Arrow	Proper	1/30/2020	7/30/2021	Custom
90		Zbranek and Holt Custom Homes	901 Quick Draw	Proper	2/25/2020	8/25/2021	Custom
92		Lake Country Homes	110 Marlin	Proper	2/28/2020	8/28/2021	Spec
101		Turrentine Properties, Inc.	425 Lighthouse Dr	Proper	11/11/2019	11/11/2021	Custom
48		Westway Custom Builders	153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
20		FTV Construction	2004 Dew Drop	South	10/16/2019	10/16/2020	Spec
50		JB REI, LLC	700 Gold Dust	South	9/16/2019	3/16/2021	Spec
64		Oscar Arellano Jaimes	2205 Mountain Dew	South	5/14/2020	5/14/2021	Spec
6	*6*	JS2 Partners, LLC	125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
16		Garrett Signature Homes	117 Pink Mimosa	Summit Rock	4/5/2019	10/5/2020	Spec
23		Jeff Jackson Custom Homes, Inc.	200 Paintbrush	Summit Rock	5/6/2019	11/6/2020	Custom
27		Legend Communities	107 Azalea Ct	Summit Rock	11/27/2019	11/27/2020	Spec
43		Legend Communities	209 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
44		Legend Communities	420 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
55		Jenkins Custom Homes	132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
63		Mark Moulckers AIA, LLC	324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
67		Legend Communities	104 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
68		Legend Communities	106 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
69		Legend Communities	114 Azalea Lp	Summit Rock	11/27/2019	5/27/2021	Spec
26		CW Designer Homes	521 RR 2831	The Hills	11/18/2019	11/18/2020	Custom
80		Young Homes, LLC	608 Overlook Parkway	The Trails	1/20/2020	7/20/2021	Custom
83		Jeff Jackson Custom Homes, Inc.	203 The Trails Parkway	The Trails	1/28/2020	7/28/2021	Custom
97		Keith Wing Austin Builders LLC	818 The Trails Parkway	The Trails	4/27/2020	10/27/2021	Custom

51		Legend Communities	119 Rivalto Drive	Tuscan Village	3/16/2020	3/16/2021	Spec
54		Legend Communities	402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec
65		Legend Communities	114 Delfino PL	Tuscan Village	11/15/2019	5/15/2021	Custom
2	*2*	Voltaire, LLC	2807 Fault Line Dr	West	1/3/2018	7/3/2019	Spec
4	*4*	G. Gray Services	104 Hello	West	7/6/2018	1/6/2020	Custom
7		Jeff Jackson Custom Homes, Inc.	2503 Diagonal Dr	West	12/11/2018	6/11/2020	Spec
9		JNB Engineering, PLLC	805 Apache Tears	West	12/26/2018	6/26/2020	Custom
13		Jeff Jackson Custom Homes, Inc.	101 Comanche Agate	West	2/5/2019	8/5/2020	Custom
15		Grubbs Construction	901 Sun Ray	West	3/27/2019	9/27/2020	Spec
17		Heritage Builders, LLC	403 Turquoise	West	10/14/2019	10/14/2020	Custom
19		Westway Custom Builders	705 Mountain Leather	West	4/16/2019	10/16/2020	Custom
21		Ubuildit (Red Letter Custom Homes)	105 Rainbow	West	4/17/2019	10/17/2020	Custom
28		Ubuildit (Red Letter Custom Homes)	104 Syncline	West	6/7/2019	12/7/2020	Custom
29		DK Homes	1117 Hi Fault	West	6/13/2019	12/13/2020	Spec
32		James Klein	901 Mountain Leather	West	6/28/2019	12/28/2020	Spec
36		JC Builders	1304 Fault Line Dr	West	1/13/2020	1/13/2021	Spec
37		Coventry Homes (MHI Central TX, LLC)	106 Buckeye	West	7/15/2019	1/15/2021	Custom
39		Lagniappe Development, Inc.	506 Mountain Leather	West	7/23/2019	1/23/2021	Spec
41		Highland Lakes Bella Casa Communities, LLC	620 Broken Hills	West	7/29/2019	1/29/2021	Spec
42		Neiman-Foster Custom Homes	214 Buffalo Peak	West	8/14/2019	2/14/2021	Spec
45		K Bar T Custom Homes, Inc.	313 Hideaway	West	9/3/2019	3/3/2021	Custom
46		Bob Rowan Custom Homes	314 Wennmohs Pl	West	3/5/2019	3/5/2021	Custom
49		K Bar T Custom Homes, Inc.	105 Golden Sun	West	9/16/2019	3/16/2021	Custom
52		Greg Frazier Bldg. Corp.	1149 Apache Tears	West	9/30/2019	3/30/2021	Custom
53		James J. Keahey, Builder Inc	315 Hideaway	West	3/31/2020	3/31/2021	Spec
56		JC Builders	304 Plenty Deer	West	10/16/2019	4/16/2021	Custom
58		Fameco Texas DBA Dream Home Builders	804 Apache Tears	West	11/5/2019	5/5/2021	Custom
59		Jeff Jackson Custom Homes, Inc.	308 Wennmohs Place	West	11/7/2019	5/7/2021	Custom
61		JC Builders	307 Lakawana	West	5/11/2020	5/11/2021	Spec
62		CZAM Design and Build	707 Fault Line Dr	West	11/12/2019	5/12/2021	Custom
70		Lake Country Homes	111 Rainbow	West	12/2/2019	6/2/2021	Custom
72		JB REI, LLC	805 Mountain Leather	West	12/3/2019	6/3/2021	Spec

73		Grandview Homes, LLC	101 Ruby Red	West	12/10/2019	6/10/2021	Spec
77		Casa Highland Construction	307 Sun Ray	West	1/2/2020	7/2/2021	Custom
78		ACSBLDR, Inc. d/b/a Everview Homes	207 Hideaway	West	1/2/2020	7/2/2021	Spec
81		Duffy Company LLC	406 Emerald Way	West	1/21/2020	7/21/2021	Spec
85		Neiman-Foster Custom Homes	113 Moon Isle	West	2/4/2020	8/4/2021	Spec
86		Southern Legacy Building Group LLC	1000 Cats Eye	West	2/5/2020	8/5/2021	Custom
91		Neiman-Foster Custom Homes	217 Plenty Hills	West	8/28/2019	8/28/2021	Custom
93		Spivey Custom Homes	331 Spider Valley	West	3/4/2020	9/4/2021	Spec
95		Southern Legacy Building Group LLC	1005 Cats Eye	West	4/2/2020	10/2/2021	Custom
100		Bobby Kraft Builders, Inc	101 Long Mountain	West	4/29/2020	10/29/2021	Custom
103		HRH Construction Co. Inc.	807 Mountain Leather	West	5/27/2020	11/27/2021	Custom
25		Frasier Construction	105 E. Wilderness Dr	Wilderness Cove	5/17/2019	11/17/2020	Custom
98		Ryan Homes, Inc.	127 E. Wilderness Dr	Wilderness Cove	4/28/2020	10/28/2021	Custom

Custom	Spec
62	44

Note#	Note	Builder
1	3rd Re-permit granted by City Council at 12/10/19 Meeting, expired 5/1/20, COVID Extension granted to 6/1/20. Re-permit notice given to builder.	Larry Walker Homes, Larry Walker
2	3rd Re-permit granted by City Council at 2/18/20 Meeting, expired 4/17/20, COVID Extension granted to 5/17/20. Re-permit notice given to builder.	Voltaire, Dean Blaine
3	3rd Re-permit granted by City Council at 2/18/20 Meeting, expired 5/18/20, COVID Extension granted to 6/18/20. *CO issued 6/3/2020.	Westway Custom Homes, Tom Classen
4	2nd Re-permit Expires 5/10/20, COVID Extension granted to 6/10/20. Re-permit notice given to builder.	G. Gray Services, Garrett Gray
5	1st Re-permit expires 4/20/20, COVID Extension granted to 5/20/20. Re-permit notice given to builder.	Casa Highland Construction
6	1st Re-permit expires 4/24/20, COVID Extension granted to 5/24/20. Re-permit notice given to builder.	JS2 Partners LLC, Rusty Stout
7	Permit Expires 6/11/2020. 1st COVID extension granted to 7/11/2020.	Jeff Jackson Custom Homes

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DEVELOPMENT SERVICES DEPARTMENT

DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
Residential Speculative Construction Site Report

No.	Builder	# of Sites	# above 2 limit	+2 Allowed per Variance	Variance Expiration Date
1	ACSBLDR, Inc. d/b/a Everview Homes	2			
2	Ashby Signature Homes	2			
3	B & E Interests	1			
4	Brian Turrentine	1			
5	Casadomaine Homebuilders, LLC	1			
6	DK Homes	1			
7	Duffy Company LLC	1			
8	FTV Construction	1			
9	Garrett Signature Homes	1			
10	Grandview Homes, LLC	1			
11	Grubbs Construction	1			
12	H D Burttschell Construction	1			
13	Highland Lakes Bella Casa Communities, LLC	1			
14	James J. Keahey, Builder Inc	1			
15	James Klein	1			
16	JB REI, LLC	2			
17	JC Builders	2			
18	Jeff Jackson Custom Homes, Inc.	1			
19	JS2 Partners, LLC	1			
20	Lagniappe Development, Inc.	1			
21	Lake Country Homes	1			
22	Landcrafter Homes, Inc.	1			
23	Legend Communities	8*	6	Unlimited**	10/15/2023
24	Nalle Custom Homes	2			
25	Neiman-Foster Custom Homes	2			
26	Oscar Arellano Jaimes	1			
27	Prodigal Habits, Inc.	1			
28	Silverado Signature Homes	1			
29	Spivey Custom Homes	1			
30	Voltaire, LLC	1			
31	Westway Custom Builders	1			

Total Spec Construction Sites	***44***
No. of Builders with 1 Spec Site	*24*
No. of Builders with 2 Spec Sites	*6*
No. of Builders with more than 2 Spec Sites	*1*
Total No. of Builders with Spec Sites	***31***

*Legend Communities has 5 sites in Tuscan Village and 3 sites in Golden Bear Reserve
**Legend Communities only has Unlimited no. of specs in Tuscan Village

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DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
Code Enforcement Activity Report
Officer Ray Garcia

132- Total Violations of City Ordinances

- **1** - Red Tag "Stop Work Order"
- **0** - Citations
- **1** - Certified Letters
- **19** - (Residential Parking Violations)
- **3** - Residential Lighting
- **3** - Junk Vehicles
- **99** - Regular US Postal mailed notice of violations (**Not Added to total VCOs**)
- **9** - Illegal Dump Sites
- **40** - Trash Can notices Sec-6.02.007 (c) Storing trash bins in open public view
- **10** - Prohibited Sign VCOs 3.06.017
- **18** - Construction Site VCOs 3.03.014
- **12** - Tall Weeds & Grass VCOs 6.02.008
- **17** - Storing Unsightly Items & Material
- **1** - Deer Feeding VCO 2.09.004

TEMP & C.O. Inspections = 15

Officer Initiated Pro-Active -116

- **40** - Trash Can Violations
- **18** - Construction Site Conduct INSPECTION for Compliance – Sec 3.03.014
- **10** - Illegal Signs posted (bandit signs) 3.06.017
- **17** - Storing Unsightly Items & Material
- **19** - Residential Parking
- **1** - Deer Feeder
- **3** - Junk Vehicles
- **8** - Illegal Dump

Citizen Complaints – 16

- **3** - Residential Lighting
- **12** - Tall Weeds & Grass
- **1** - Illegal Dump

78 – Follow-up Inspections Via Site inspections and Emails/Phone calls

No Bailiff Duty-May; FTO (Field Training Officer) to New Code Compliance Officer; U/I = Under Instruction

CITY OF HORSESHOE BAY
1 Community Drive
P.O. Box 7765
Horseshoe Bay, Tx 78657
830-598-9959

People Helping People

DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT PROJECTS/PERMITS/INSPECTIONS
PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

May 2020
Planner's Activity Report

FY 2020	Oct	Nov	Dec	Jan	Feb	March	April	May
Platting								
Minor Replats and Replats Submitted		3		2	6	5	4	5
Subdivision Plats Submitted			1	1				
Plats Signed					3	7	4	6
Zoning								
Zoning Ordinance Amendments			1	1				
Zoning Change Requests		2				1		
Zoning Variance Requests		1	2		1			
Waiver of Encroachment Requests				5	3			3
Conditional Use Permit								
Sign Variance Requests					1			
Meetings								
Meetings (phone and in person) with Citizens			1	5	5		2	4
Meetings with Declarants, Resort and POA's				3	3	1		
Education Meetings and Conference		2		1	1		12 hrs	
Public Information Requests					4	1	1	2
Update Platting and Zoning Applications								5
Ongoing Planning Initiatives								
Revise and Update Development Guide					Approved			
Update Existing Land Use Map				To P&Z			Survey HSB South	
Revise Zoning Ordinance for HB 2439		Approved						
Reconcile Zoning Ordinance with ACC CCR's				3	2	1 Meeting		
Provide information to Census for Census 2020				Ongoing				

CITY OF HORSESHOE BAY

FIRE DEPARTMENT
MARCH 2020 and FYTD 2020 ACTIVITY REPORT

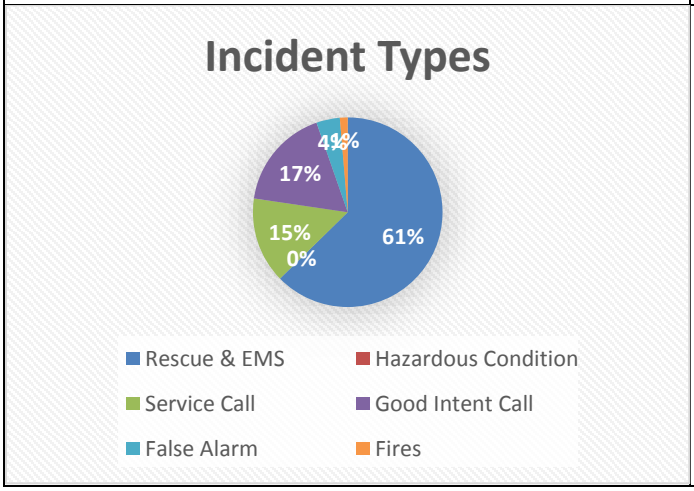
MAY 2020

Major Incident Type	# Incidents	% of Total
Rescue & EMS	47	66.20%
Service Call	11	15.49%
False Alarm & False Call	3	4.23%
Hazardous Condition	0	0%
Good Intent Call	13	18.31%
Fires	1	1.14%
Total	76	100%

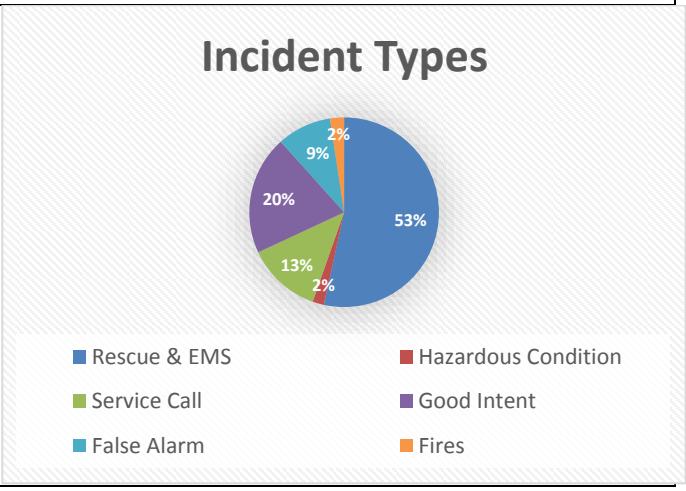
FYTD

Major Incident Type	# Incidents	% of Total
Rescue & EMS	329	53.67%
Service Call	78	12.72%
False Alarm	57	9.30%
Hazardous Condition	12	1.96%
Good Intent Call	125	20.39%
Fires	14	2.28%
Other Incident Types	2	0.38%
Total	618	100%

MAY 2020



FYTD



Rescue & Emergency Medical Service= Technical rescues, medical calls, motor vehicle crashes, etc.
Service Call = water leak, lock-out, assist other agency, smoke removal, etc.
False Alarm = unintentional activation of alarm, malicious false call, etc.
Hazardous Condition (No Fire) = fuel spill, chemical release, electrical short, aircraft standby, illegal burn, etc.
Good Intent Call = wrong location, cancelled enroute, steam mistaken for smoke, etc.
Fires= structure fires, vehicle fires, brush fires, grass fires, cooking fires, trash fires etc.
Other Incident Type = flood assessment, wind storm / tornado assessment, overheat, explosion, etc.

NOTABLE INCIDENTS

May 18 – CPR Life Saving incident. – B Shift
May 30 – Automatic Aid - Fire at the Recycle Center in Marble Falls.

MAY 2020			FYTD		
Mutual Aid			**Mutual Aid**		
Aid Type	Total		Aid Type	Total	
Given	5		Given	28	
Received	0		Received	3	
Overlapping Calls			**Overlapping Calls**		
# Overlapping	% Overlapping		# Overlapping	% Overlapping	
15	19.74		85	13.75	
Average Response Time – (Lights & Siren) Dispatch to Enroute			**Average Response Time – (Lights & Siren) Dispatch to Enroute**		
Station	EMS	Fire	Station	EMS	Fire
Station 1 - Central	1:18	0:56	Station 1 - Central	1:24	1:30
Station 2 - West	1:13	1:13	Station 2 - West	1:22	1:09
Average for all calls		1:13	Average for all calls		1:20
Average Response Time – (Lights & Siren) Dispatch to Arrival			**Average Response Time – (Lights & Siren) Dispatch to Arrival**		
Station	EMS	Fire	Station	EMS	Fire
Station 1 - Central	5:16	10:30	Station 1 - Central	6:05	8:00
Station 2 - West	6:37	5:38	Station 2 - West	7:00	9:33
Average for all calls		6:12	Average for all calls		6:46

BALANCED SCORECARD INITIATIVES - YTD

Achieve NFPA 1710/ISO response standards	
Dispatch to enroute - 60 seconds for EMS calls 100% of the time	0%
Dispatch to enroute - 80 seconds for Fire calls 100% of the time	60%
First arriving engine - 240 seconds after dispatched 90% of the time	20%
Decrease ISO rating from 4 to 3 without additional budgetary requests	
Test all fire hydrants in FY 2020	100%
Conduct a fire inspection of all commercial structures annually	0% (July-Sept)
Conduct a pre fire plan of all commercial structures annually	0% (July-Sept)
Test all fire hose annually	100%
Test all fire pumps annually	100%
Test all ladders annually	100%
ISO Training Requirements	
Conduct 500 staff hours of training in training tower	250 Hours (50%)
All personnel complete 192 hours of fire training = 4032 hours	1943 Hours (48%)
All personnel complete 18 hours of training at a facility / burn building = 396 hours	252 Hours (64%)
All fire officers receive 12 hours per year of fire officer training = 72 hours	43 (60%)
All fire officers complete Fire Officer 1 certification = 6 (3 Captains & 3 Lieutenants)	100%
All drivers receive 12 hours per year of driver training = 72 hours	49 hours (68%)
All personnel complete 6 hour of hazardous materials training = 138 hours	26 hours (19%)
Improve Firefighter Health and Wellness	
Conduct Quarterly Physical Ability Test	2 (50%)

COMMUNITY RISK REDUCTION

Community Risk Reduction & Community Services	
MAY - Total Hours for Community Risk Reduction Education & Community Service (fall prevention program, blood pressure screenings, public education, etc.)	97 hours
YTD - Total Hours for Community Risk Reduction Education & Community Service (fall prevention program, blood pressure screenings, public education, etc.)	1068 hours

CITY OF HORSESHOE BAY

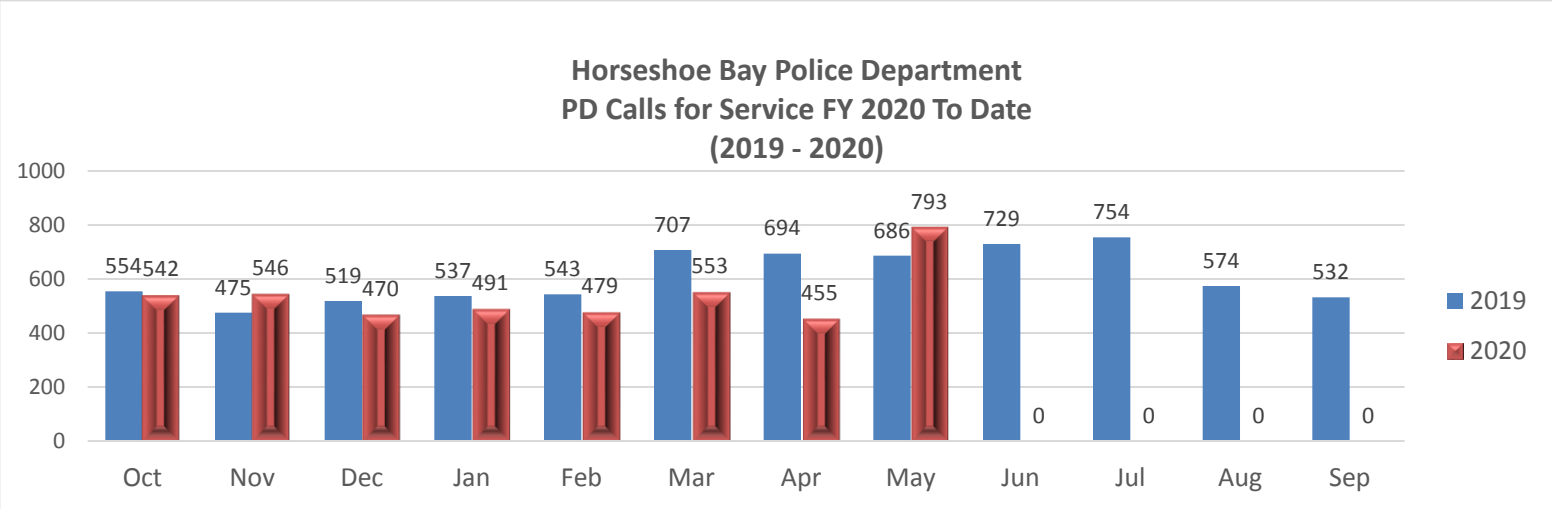
POLICE DEPARTMENT
MAY 2020 AND FY 2020 ACTIVITY REPORT

During the month of May 2020 there were twenty-eight (28) new cases reported to our department. The May cases consisted of three (3) felony cases, eighteen (18) misdemeanor cases, seven (7) non-criminal cases, six (6) traffic accidents, and five (5) arrests. The department cleared eighteen (18) new and old Horseshoe Bay cases in the month of May. Eleven (11) residents requested home security watches during May and local businesses, amenities, and construction sites continued to be checked thoroughly on a-daily-basis. Overall, the department responded to seven hundred ninety-three calls for service, including twenty-four (24) alarms for the month of May.

During the month of May 2020, twenty-six (26) new cases were assigned to CID for follow up investigation. Seventeen (17) of those were a misdemeanor grade, and there were three (3) felony level cases. Six (6) cases were non-criminal, which included found property, death investigations, and animal bites. CID conducted two (2) other investigations, which consisted of suspicious activity and narcotic investigations. A total of one ninety-seven (97) persons were interviewed by investigators. These interviews resulted in twenty-five (25) witness/victim statements. CID cleared twelve (12) active cases during the month. CID personnel conducted six (6) searches and collected twenty-one (21) items of evidence. CID assisted the Patrol Division with 18 hours of Covid – 19 patrol duties and had twenty (20) training hours this month. CID recovered property valuing $200.

OPERATIONS	MAY 2020	MAY 2019	FYTD 2020	FYTD 2019
PD Calls for Service	793	686	4329	4715
Verbal Warnings	96	105	634	866
Warnings	34	100	297	753
Citations	14	31	186	249
Arrest	5	8	40	72
Code Enforcement CFS	132	47	546	257
Traffic Accidents	6	13	32	48
Home Security Watches	11	23	93	140
Alarms	24	26	148	188
Felony Cases	3	5	31	47
Misdemeanor Cases	18	16	93	101
Non-Criminal Cases	7	16	62	94
Total Reports (New)	28	37	186	242
Cases Cleared (Old & New)	18	23	163	228

Response Time: 2.01


Horseshoe Bay Police Department
PD Calls for Service FY 2020 To Date
(2019 - 2020)
1000
800
600
400
200
0
554 542
475 546
519 470
537 491
543 479
707 553
694 455
686 793
729 0
754 0
574 0
532 0
Oct
Nov
Dec
Jan
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Mar
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May
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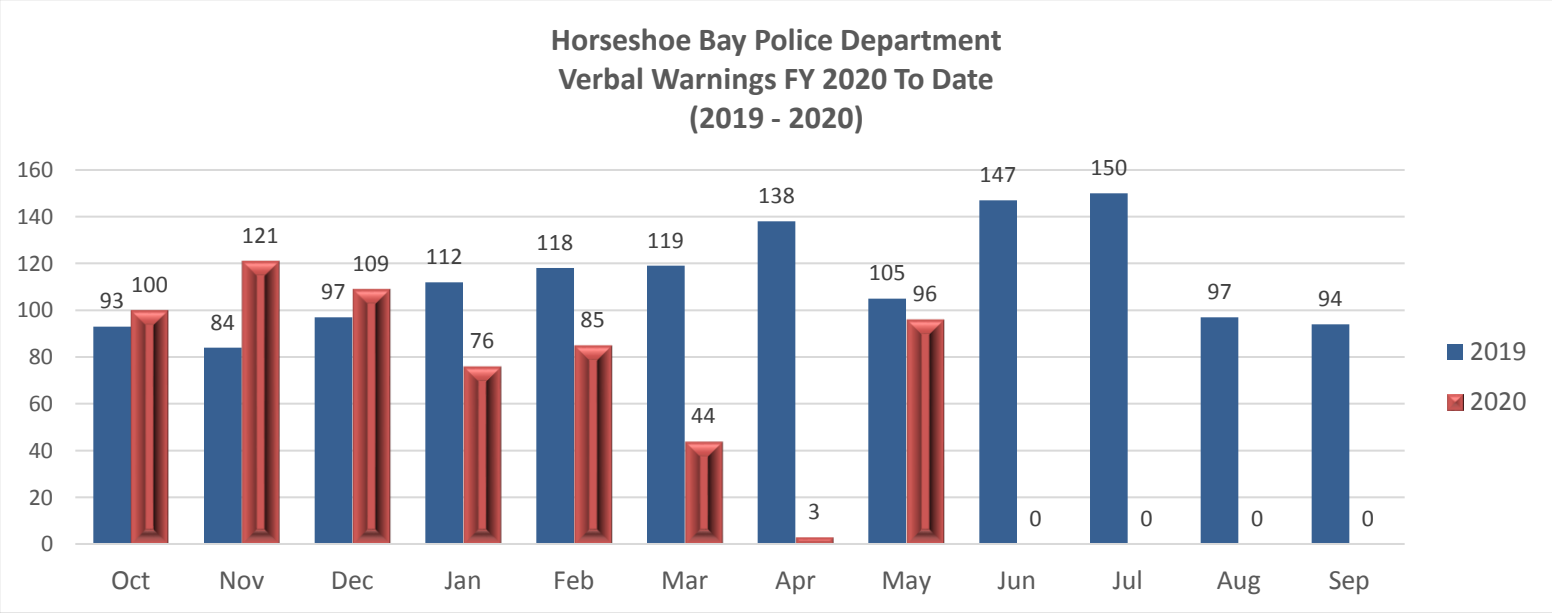
Jul
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Verbal Warnings FY 2020 To Date
(2019 - 2020)
160
140
120
100
80
60
40
20
0
93 100
84 121
97 109
112 76
118 85
119 44
138 3
105 96
147 0
150 0
97 0
94 0
Oct
Nov
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Jan
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Mar
Apr
May
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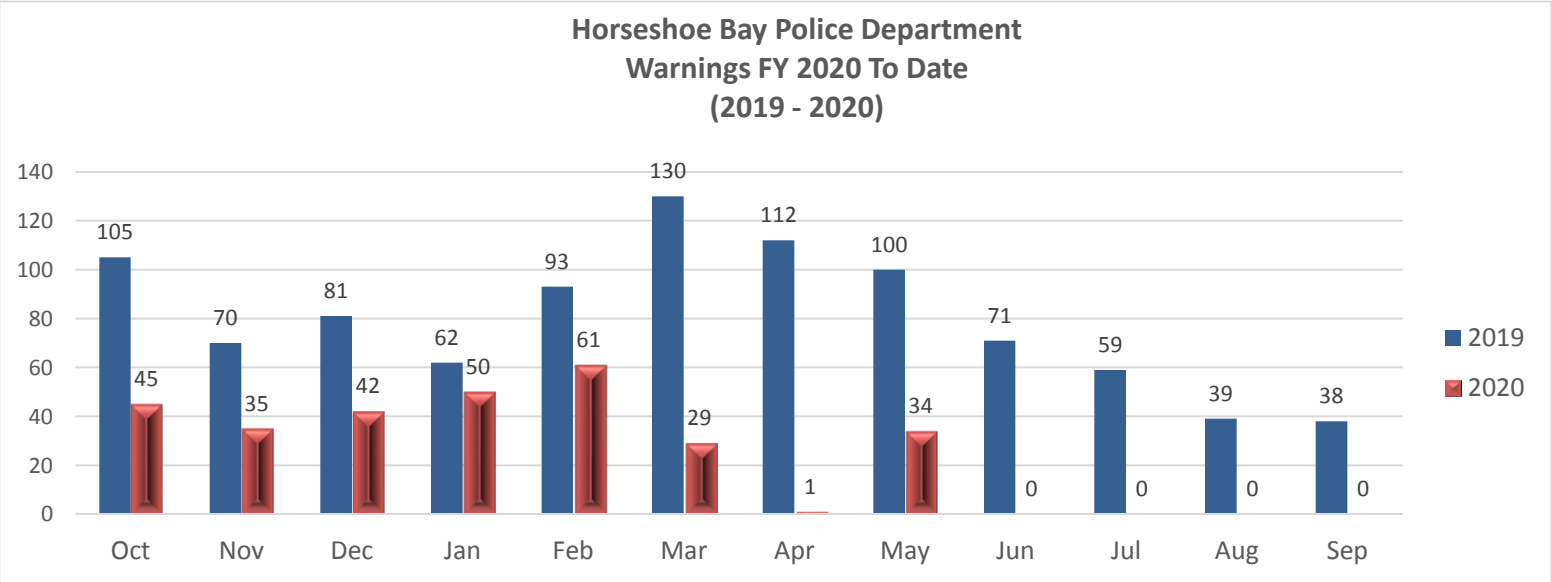
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Warnings FY 2020 To Date
(2019 - 2020)
140
120
100
80
60
40
20
0
105 45
70 35
81 42
62 50
93 61
130 29
112 1
100 34
71 0
59 0
39 0
38 0
Oct
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Jan
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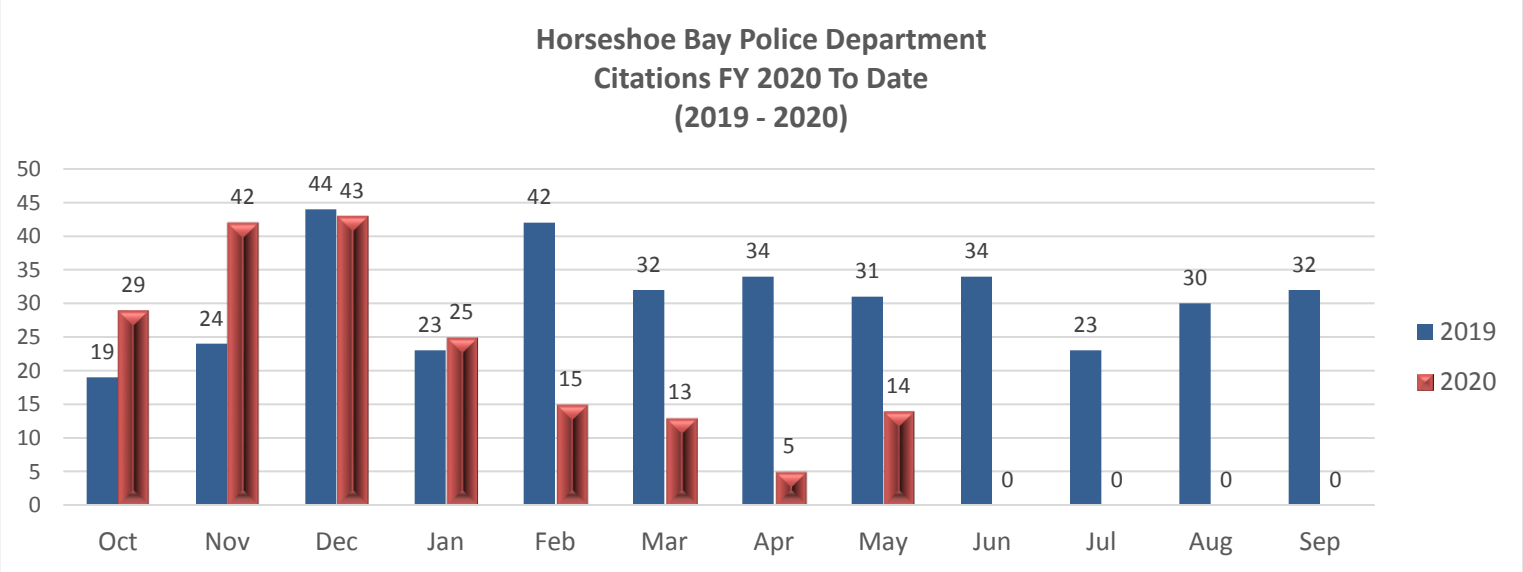
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Citations FY 2020 To Date
(2019 - 2020)
50
45
40
35
30
25
20
15
10
5
0
19 29
24 42
44 43
23 25
42 15
32 13
34 5
31 14
34 0
23 0
30 0
32 0
Oct
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Dec
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Apr
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Jun
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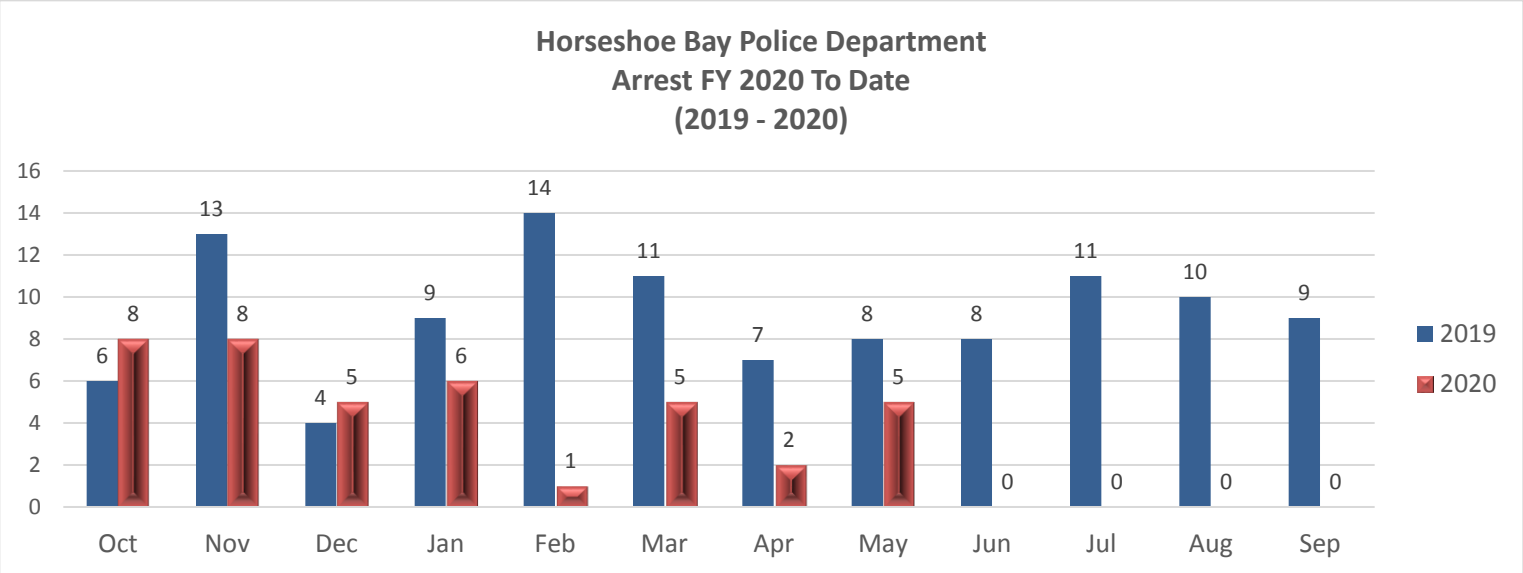
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Arrest FY 2020 To Date
(2019 - 2020)
16
14
12
10
8
6
4
2
0
6 8
13 8
4 5
9 6
14 1
11 5
7 2
8 5
8 0
11 0
10 0
9 0
Oct
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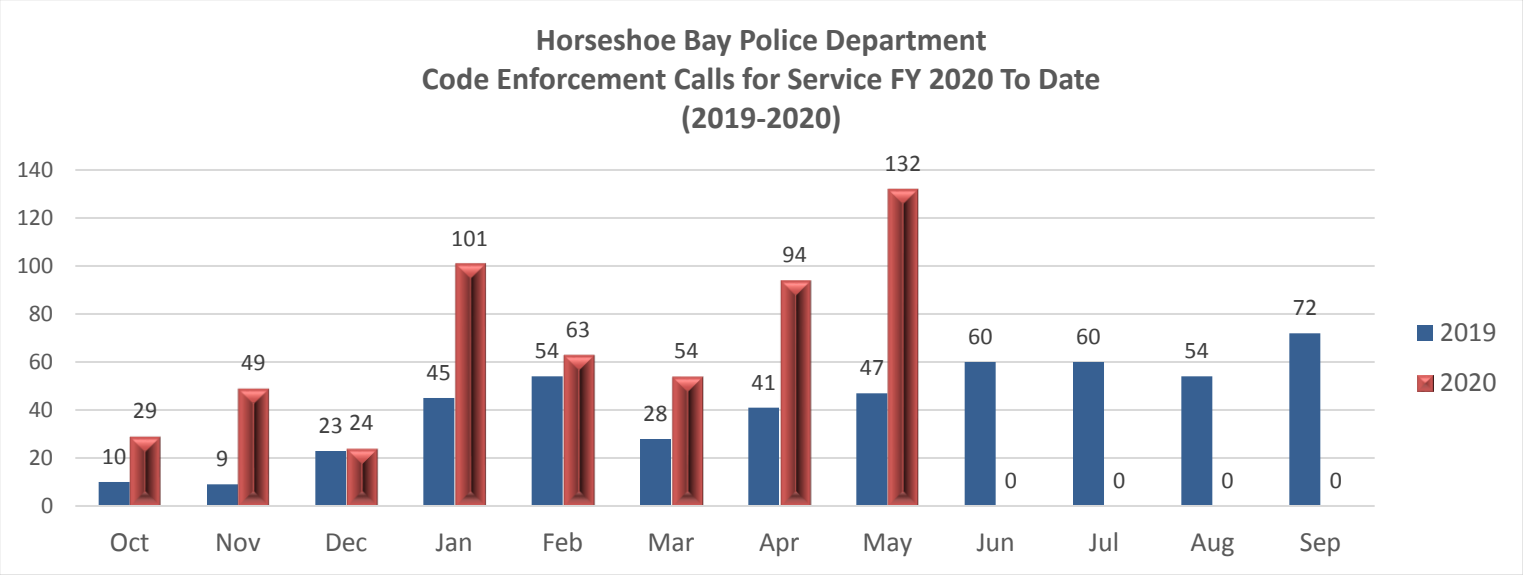
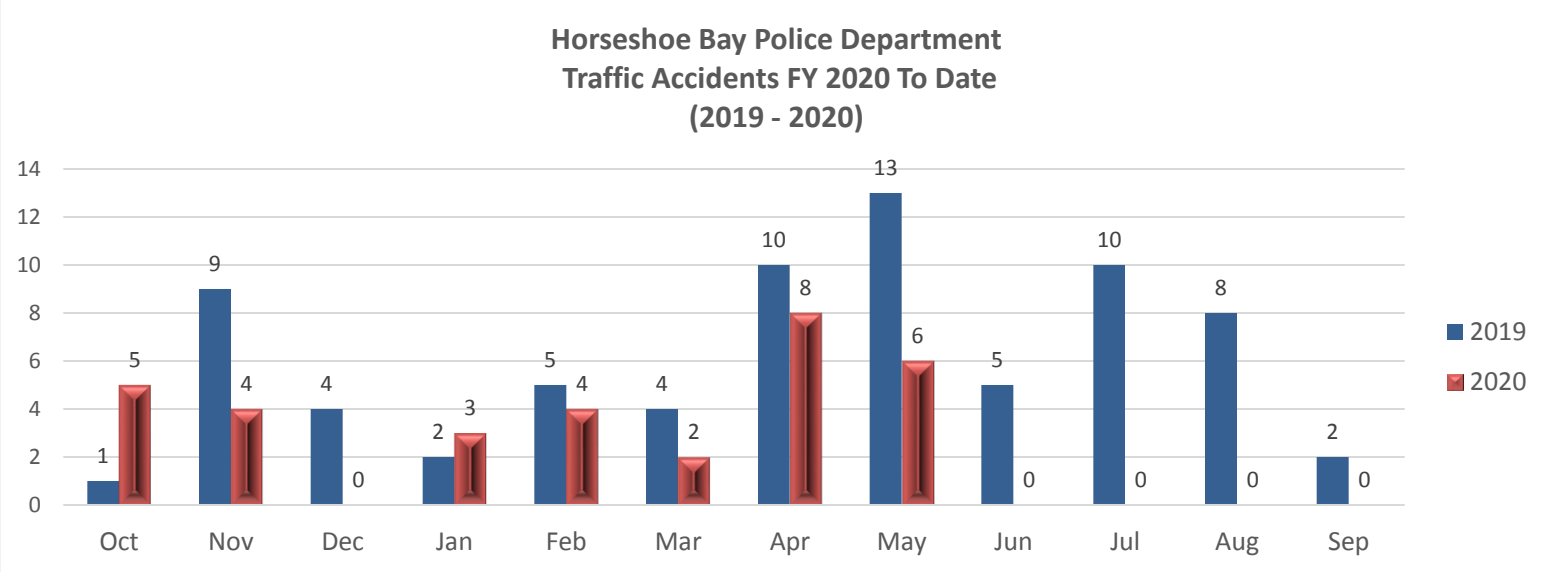
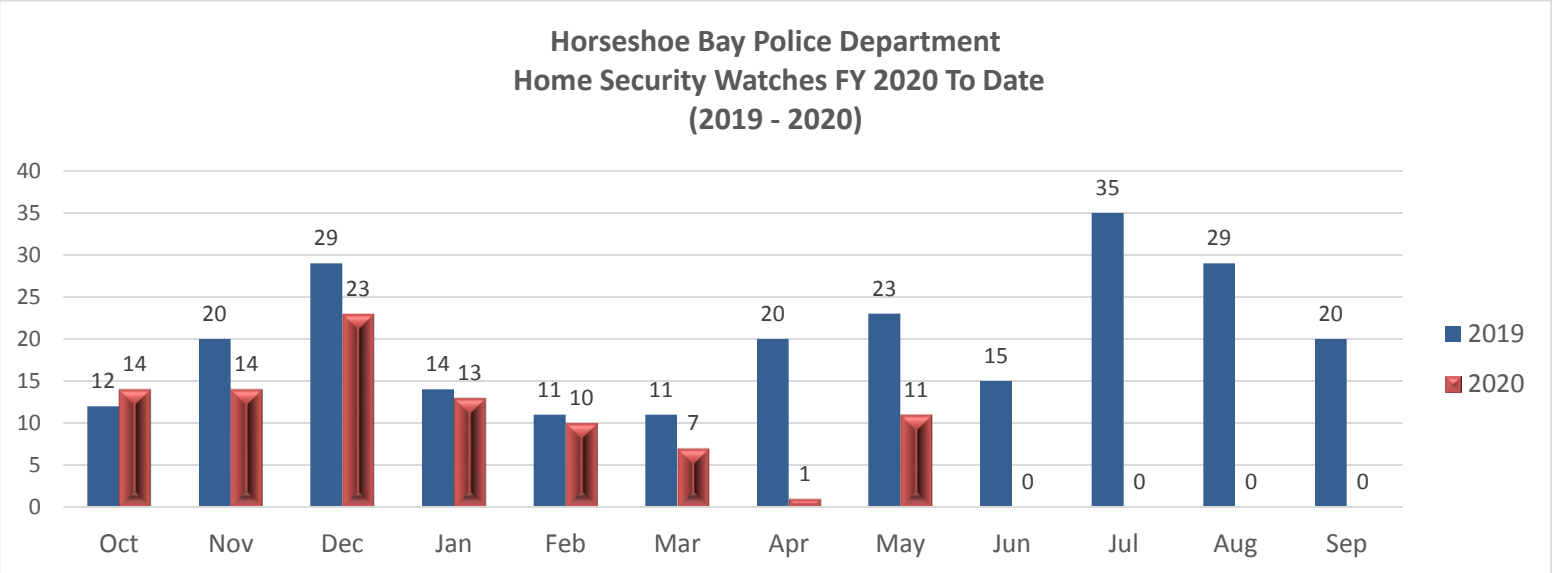
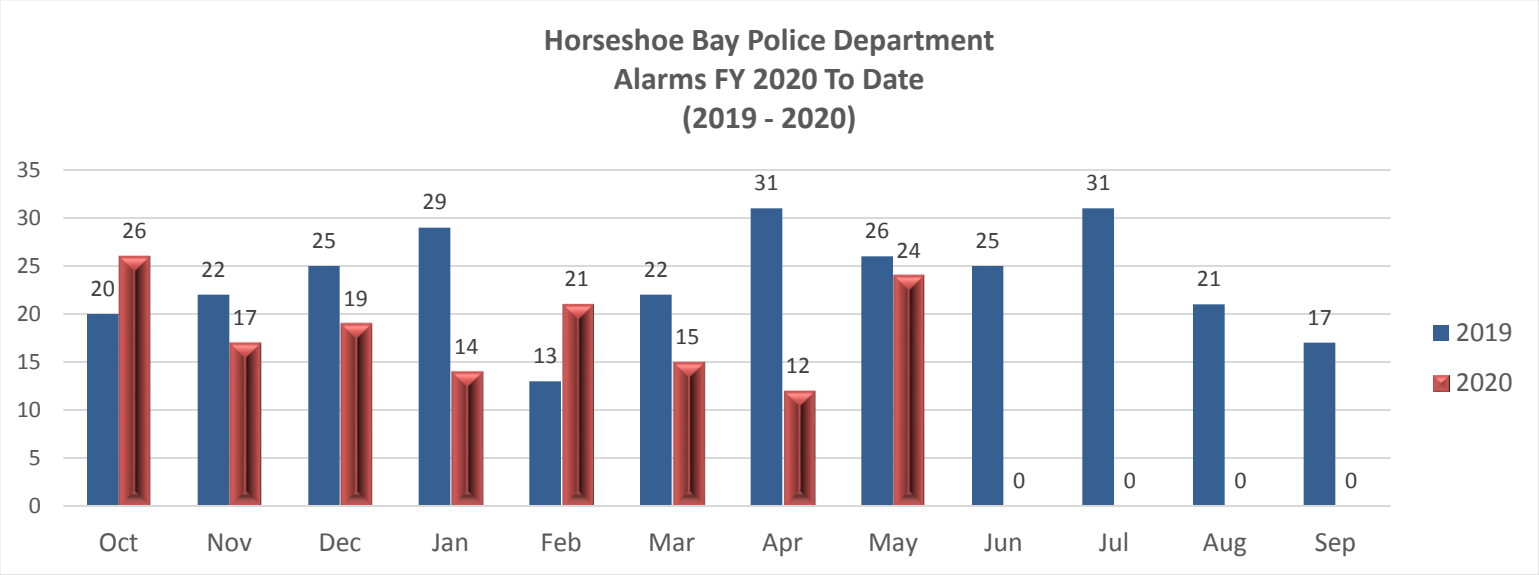
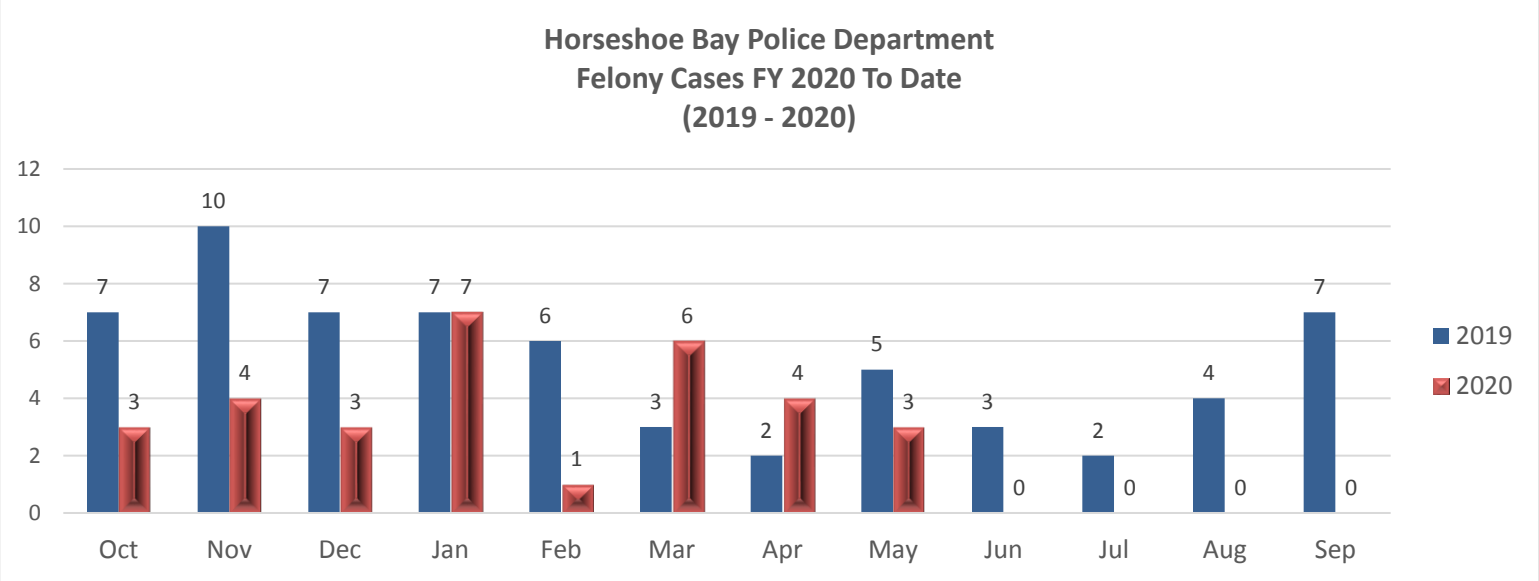
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

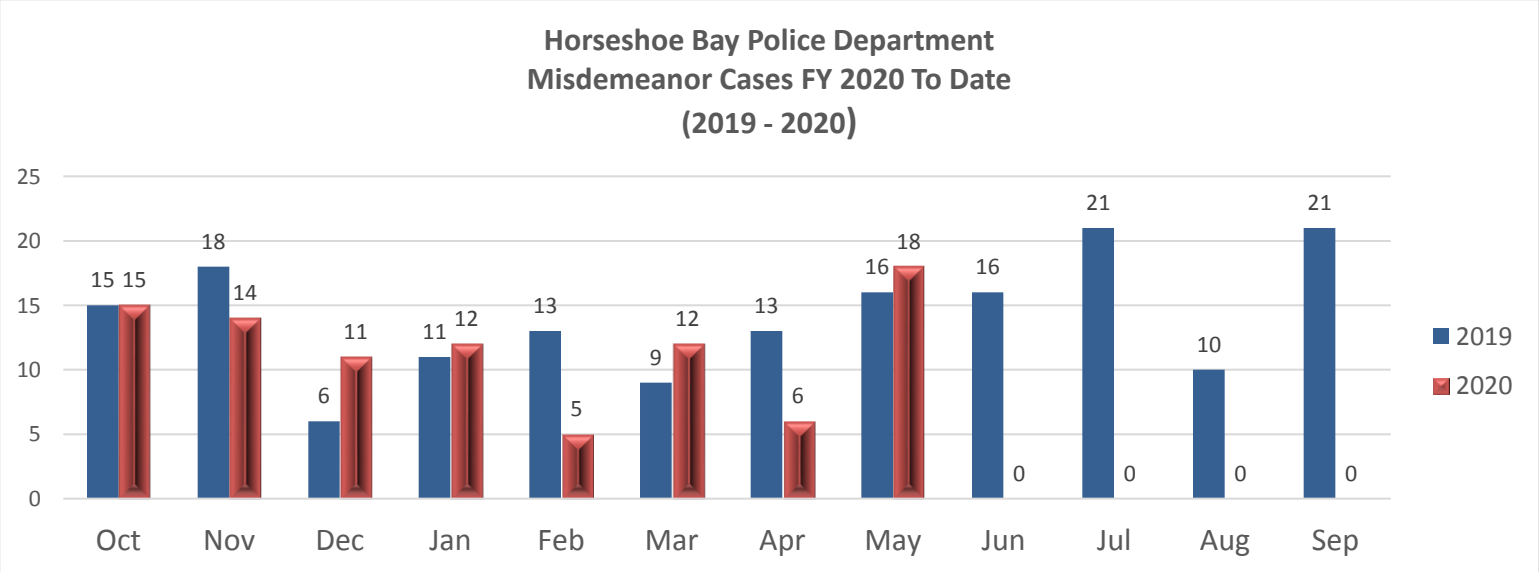

Horseshoe Bay Police Department
Code Enforcement Calls for Service FY 2020 To Date
(2019-2020)
140
120
100
80
60
40
20
0
10 29
9 49
23 24
45 101
54 63
28 54
41 94
47 132
60 0
60 0
54 0
72 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

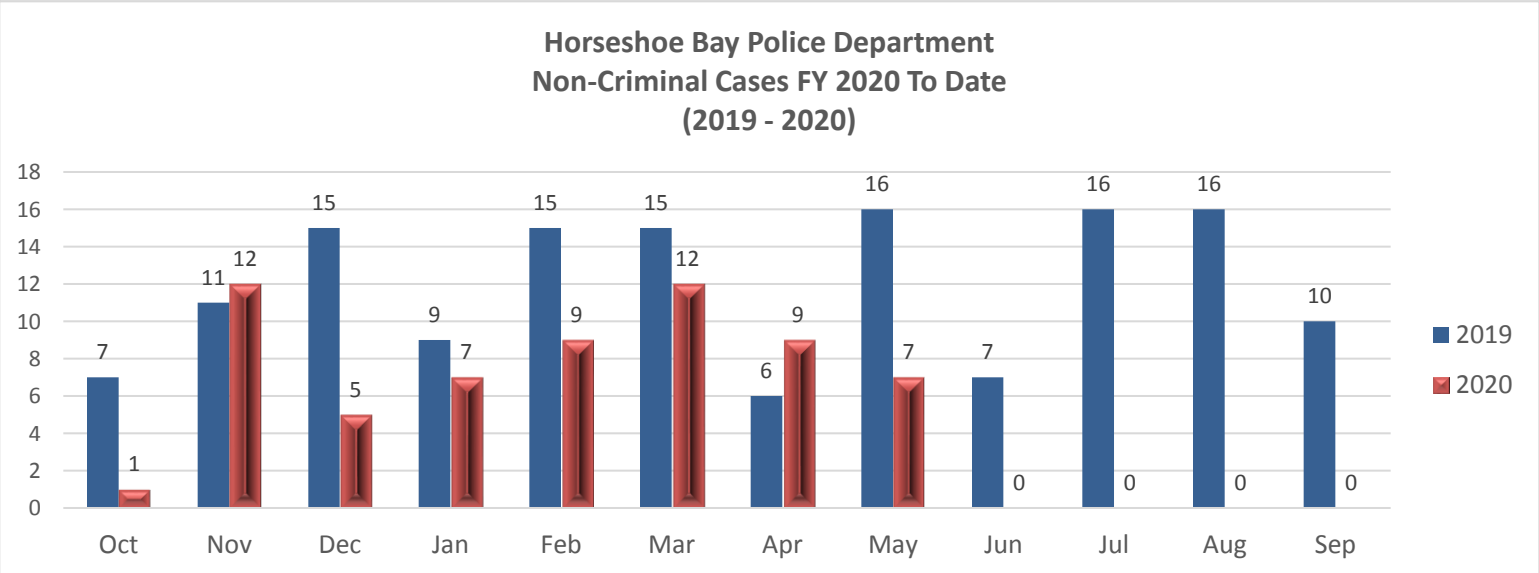

Horseshoe Bay Police Department
Traffic Accidents FY 2020 To Date
(2019 - 2020)
14
12
10
8
6
4
2
0
1 5
9 4
4 0
2 3
5 4
4 2
10 8
13 6
5 0
10 0
8 0
2 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020

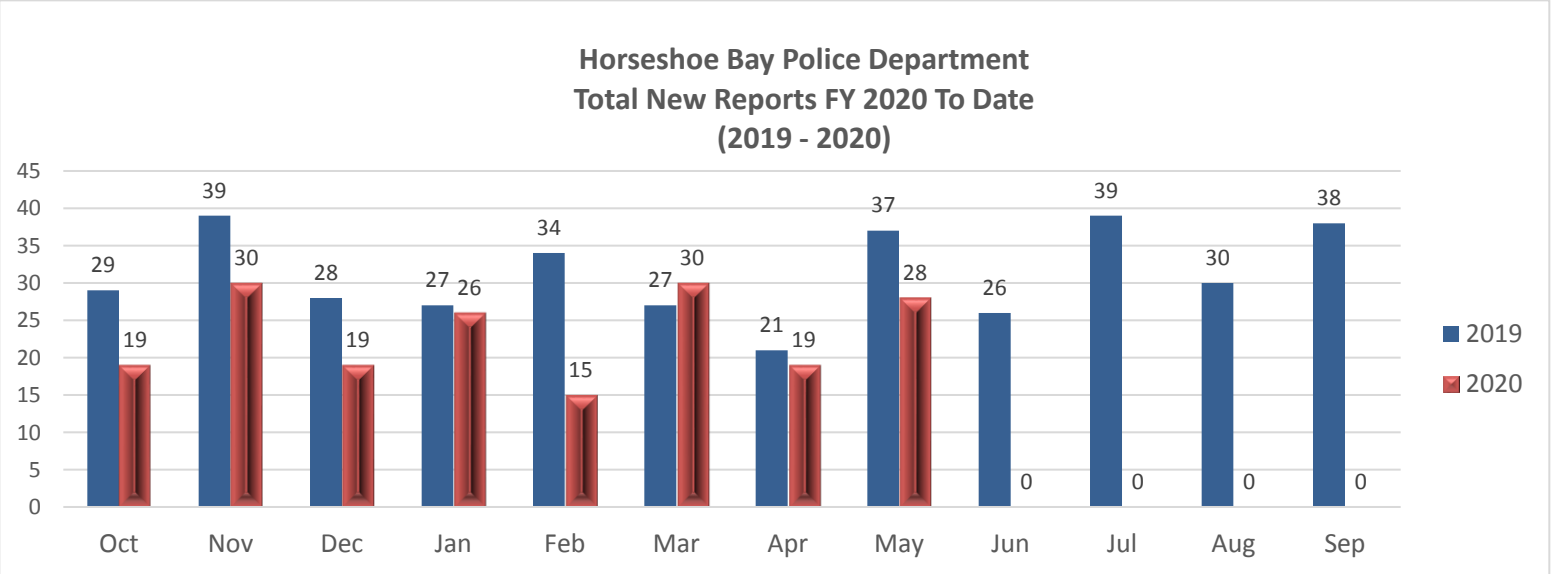

Horseshoe Bay Police Department
Home Security Watches FY 2020 To Date
(2019 - 2020)
40
35
30
25
20
15
10
5
0
12 14
20 14
29 23
14 13
11 10
11 7
20 1
23 11
15 0
35 0
29 0
20 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


Horseshoe Bay Police Department
Alarms FY 2020 To Date
(2019 - 2020)
35
30
25
20
15
10
5
0
20 26
22 17
25 19
29 14
13 21
22 15
31 12
26 24
25 0
31 0
21 0
17 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


Horseshoe Bay Police Department
Felony Cases FY 2020 To Date
(2019 - 2020)
12
10
8
6
4
2
0
7 3
10 4
7 3
7 7
6 1
3 6
2 4
5 3
3 0
2 0
4 0
7 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


Horseshoe Bay Police Department
Misdemeanor Cases FY 2020 To Date
(2019 - 2020)
25
20
15
10
5
0
15 15
18 14
6 11
11 12
13 5
9 12
13 6
16 18
16 0
21 0
10 0
21 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


Horseshoe Bay Police Department
Non-Criminal Cases FY 2020 To Date
(2019 - 2020)
18
16
14
12
10
8
6
4
2
0
7 1
11 12
15 5
9 7
15 9
15 12
6 9
16 7
7 0
16 0
16 0
10 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


Horseshoe Bay Police Department
Total New Reports FY 2020 To Date
(2019 - 2020)
45
40
35
30
25
20
15
10
5
0
29
19
39
30
28
19
27
26
34
15
27
30
21
19
37
28
26
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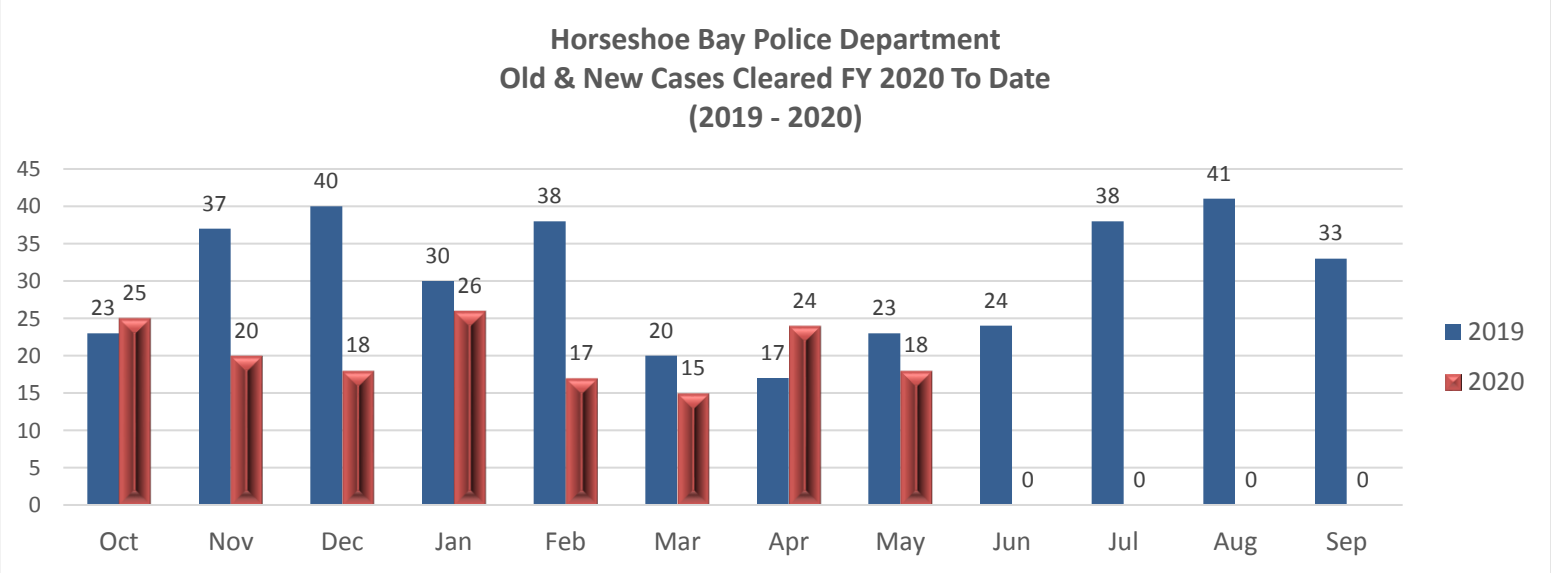
2020


Horseshoe Bay Police Department
Old & New Cases Cleared FY 2020 To Date
(2019 - 2020)
45
40
35
30
25
20
15
10
5
0
23
25
37
20
40
18
30
26
38
17
20
15
17
24
23
18
24
0
38
0
41
0
33
0
Oct
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2019
2020

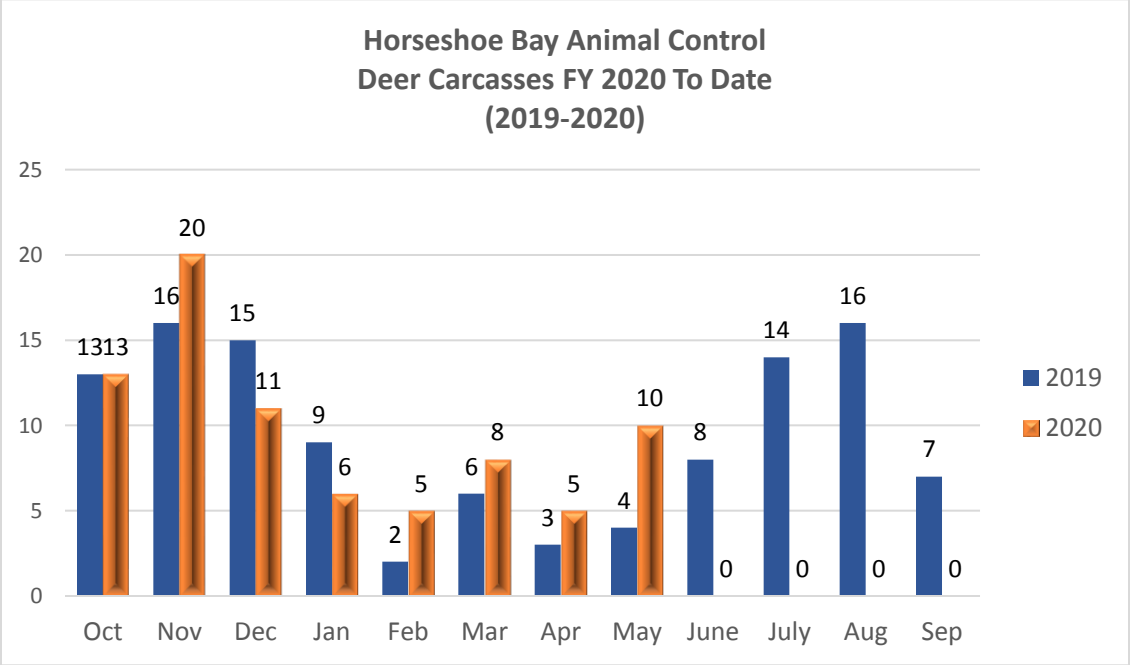
CITY OF HORSESHOE

ANIMAL CONTROL
MAY 2020 AND FY 2020
ACTIVITY REPORT

The Animal Control Officer's handled approximately One hundred fifty-nine (159) calls within the month of May. One hundred twenty-seven (127) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while thirty-two (32) 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. is twenty-one (21) of the calls for the month of May.

OPERATIONS	MAY 2020	MAY 2019	FYTD 2020	FYTD 2019
Buck Carcasses	2	0	25	20
Doe Carcasses	6	2	50	44
Fawn Carcasses	2	2	3	4
Total Deer Carcasses:	10	4	78	68
Other Carcasses	17	10	90	61
Blue Lake Carcasses	0	0	5	7
Total All Carcasses:	27	14	173	136
Cat related calls	10	8	39	40
Dog related calls	5	14	118	120
Total Other Calls:	117	78	710	530
Total Cat/Dog to HCHS:	0	4	19	35
Total Calls For Service:	159	118	1059	861


Horseshoe Bay Animal Control
Deer Carcasses FY 2020 To Date
(2019-2020)
25
20
15
10
5
0
1313
16
20
15
11
9
6
2
5
6
8
3
5
4
10
8
0
14
0
16
0
7
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sep
2019
2020