CITY OF HORSESHOE BAY

NOTICE OF PUBLIC MEETING

AGENDA

July 19, 2016

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

1. Call the Meeting to Order and Establish a Quorum
2. Invocation
3. Pledges to the Flags
4. Public Comments: *(Anyone wishing to address the Council please sign in at the podium. When called upon by the Mayor speakers are asked to go to the podium and state your name and address and will be limited to 3 minutes. This is an opportunity for the public to address the City Council on any subject. In accordance with the Texas Open Meetings Act, the Council may not discuss issues raised or make a decision at this time. Issues raised may be referred to staff for research and possible future action.)*
5. Staff Recognition:
   a. Service Awards:
      i. Cliff Grant – 10 Year Service Award
6. Discuss, Consider and Take Action Regarding Ordering the November 8, 2016 General Election for Three Places on City Council
7. Items to be removed from the Consent Agenda:
8. Consent Agenda Items: *(All items under the Consent Agenda are considered to be routine by the Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Councilmember is made prior to the time of the Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.)*
   a. Approval of Minutes of the June 21, 2016 Regular Meeting and the June 28, 2016 Workshop Meeting
   b. Approve a Resolution Approving a Private Bond-Financed Project as Required by State Statute Within the City Limits that has no Effect on City Finances
   c. Approve Request by Council Member Clinesmith to attend the Texas Municipal League Conference and Exhibition, October 4-7 in Austin
9. Monthly Statistical Departmental Data Reports
   a. City Manager; Administration; Community Services; Development Services; Fire Dept.; and Police Dept.
10. Discuss, Consider and Take Action Regarding Award of Contract for Solid Waste Collection
11. Discuss, Consider and Take Action Regarding Award of Contract for Improvements to the City's West Water Treatment Plant
12. Public Hearing, Discuss, Consider and Take Action Regarding Approval of Ordinance to Amend City Code Section 8.04.038 Triennial Review of Juvenile Curfew

13. Adjournment

Teresa L. Moore, TRMC
City Secretary

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

Certificate of Posting

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

Teresa L. Moore, City Secretary

Item # 6

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: November 8, 2016 General Election for City Council

Craig Haydon, David Pope and Jerry Gray currently hold the three City Council offices that are up for election. The first day to file for a place on the ballot is July 25. The packets with the forms for filing are ready to be picked-up at any time; however, I cannot accept a filing until July 25.

The last day to file for a place on the ballot is August 22, which is also the last day to order the election. Our next Council meeting is August 30 and for that reason, this item is on agenda to order the City Council election.

If only three people file prior to the August 22 deadline the election can be cancelled. If there are more than three candidates an election will be held, the three candidates receiving the most votes are elected.

Approval of this ordinance will allow the Council to order the General Election. Additional action will be necessary in August or September when staff receives Election Contracts and Joint Election Agreements from Llano and Burnet counties Election Administrators.

Staff recommends that the City Council adopt the Ordinance Ordering the General Election to be held on Tuesday, November 8, 2016 for the purpose of electing three City Councilmembers.

Enclosures: Ordinance

CITY OF HORSESHOE BAY

ORDINANCE NO. ORD _____

ORDERING GENERAL ELECTION

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN THE CITY OF HORSESHOE BAY ON NOVEMBER 8, 2016 FOR THE PURPOSE OF ELECTING THREE CITY COUNCILMEMBERS; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION AND PROVIDING FOR PREAMBLE INCORPORATION; CONFLICTING PROVISIONS; GOVERNING LAW; SEVERABILITY; PROPER NOTICE AND OPEN MEETING AND EFFECTIVE DATE

WHEREAS, the City finds it necessary and is authorized by state statute to hold a general municipal election on the next uniform election date, to wit, November 8, 2016 for the purpose of electing a three Councilmembers; and

WHEREAS, the office of three Councilmember offices which are up for election are currently held by Craig Haydon, David Pope, and Jerry Gray; and

WHEREAS, the City Council seeks to proceed with the ordering of a general municipal election on Tuesday, November 8, 2016, the next uniform election date, and has deemed it advisable to call the election hereinafter ordered; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an election services contract with the Llano County Election Officer to furnish certain election services to those citizens of the City residing in Llano County; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an election services contract with the Burnet County Election Officer to furnish certain election services to those citizens of the City residing in Burnet County; and

WHEREAS, the City Council has authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with political subdivisions holding elections on the same day in all or part of the same territory;

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

I. CALL OF ELECTION; DATE; ELIGIBLE ELECTORS

A general municipal election shall be held on Tuesday, November 8, 2016, (the "Election") which is seventy-eight (78) or more days from the date of the adoption of this Ordinance, within and throughout the territory of the City of Horseshoe Bay, Texas to elect three council member positions on the City Council, at which all resident, qualified electors of the City shall be entitled to vote.

II. ALLOW FOR SUFFICIENT TIME TO COMPLY WITH OTHER REQUIREMENTS

The City will coordinate with Burnet and Llano counties in order to comply with the Texas Election Code Section 42.0621 and Chapters 31 and 271.

IV. NOTICE OF ELECTION

Notice of Election shall be in compliance with Section 9.004 of the Texas Local Government Code.

V. PREAMBLE INCORPORATION

The recitals contained in the preamble hereof are hereby found to be true and correct, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

VI. INCONSISTENT PROVISIONS

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes 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.

VII. GOVERNING LAW

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

VIII. 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.

IX. PROPER NOTICE AND MEETING

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

X. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

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

CITY OF HORSESHOE BAY, TEXAS

_____

Stephen T. Jordan, Mayor

ATTEST:

_____

Teresa L. Moore, TRMC
City Secretary

Item # 8a

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: Minutes of the June 21, 2016 Regular Public Meeting and the June 28, 2016 Public Workshop Meeting

Enclosures: Minutes

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council of the City of Horseshoe Bay held a Public Meeting at City Hall June 21, 2016, beginning at 3:00 p.m. in accordance with duly posted notice of said meeting with the following members present:

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

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

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

2. Invocation: Father Ruben Patino pastor at The St. Paul the Apostle Chapel gave the invocation.

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

4. Public Comments: Javier Castro spoke to the Council advocating that the Council consider an ordinance which would regulate rental properties. Mr. Castro is a resident of HSB South and spoke regarding the growth of new rental property in that area. He said on the new property the appropriate permits were obtained and inspections done but requested the City require that all landlords register with the City so the City can make sure that all properties meet Code requirements. Mr. Castro explained the ordinance would benefit the community as a whole because it would keep the community safe and require landlords to keep up with the City code. He reported studies have indicated that dilapidated housing tends to attract the criminal element. Mayor Jordan asked for a copy of his message and said he would turn it over to City Manager Stan Farmer and they would get back with him regarding a decision about if the ordinance needed to be changed. Mayor Jordan added if that were the case the Council would then consider whatever changes needed to be made.

5. Staff Recognition:
   a. Fire Captain Brad Casey-Completion of Executive Fire Officer Program

Fire Chief Joe Morris said completion of the National Fire Academy Executive Fire Officer Program was quite an accomplishment for Captain Casey. He said the Executive Fire Officer Program was a flagship, leadership course at the National Fire Academy designed to provide Senior Fire Executive and Chief Fire Officers with enhanced executive knowledge on key leadership principals and their applications to improve the fire service. In order to obtain this certification each participant must attend a series of four graduate level courses taken over a four year period and submit an upper level applied research project that related to the City's fire department each year. Chief Morris reported the EFO Program was implemented in 1987 and to date there have only been 3,739 graduates from the program. He added that each year 350-500 applications are received with only 200 officers being accepted and of those approximately 125 complete the four year program annually.

6. Presentation by Deer Management Study Group: Mayor Jordan reported that the City formed a Deer Management Study Group consisting of residents Revelle Kundinger, John Davis and Rick Prekup along with two Texas Parks and Wildlife representatives and two LCRA representatives, the City's trapper James Bonds, the processor in San Antonio Chuck Byrge and Dr. Garrett Craig, DVM. The Mayor reported as a result of the study the Committee concluded that the City's method was not inhumane and in fact the TPWD said they considered the City of Horseshoe Bay one of the model cities throughout Texas. Mayor Jordan said there were several new articles on the City's website and encouraged citizens to read them. City Manager Stan Farmer reported that in addition to what the Mayor said the committee members individually spent dozens of hours researching alternative methods being used in similar locations that might be implemented in the City. He said three of the City residents at the invitation of the trapper James Bonds accompanied him on a ride-along during an evening of deer trapping in order to experience first-hand the current Deer Management Plan. Mr. Farmer added that prior to the formation of this study group one of the members, Rick Prekup, had visited and volunteered at Trinity Oaks Meat Processing Plant. He reported that after a great deal of study and discussion the Study Group felt all alternatives had been thoroughly explored and that no viable alternative to the City's present trapping method emerged. Mr. Farmer said the Study Group did recommend more education each year regarding the current trapping process and the management of white tail deer in general which the City would do annually prior to the trapping season. Mayor Jordan introduced Rick Prekup stating he spent a great deal of time on this study and was an advocate for the deer, the process and everything dealing with the management of the deer. Mr. Prekup reported that at the conclusion of the group's meetings they did not find an alternative to the City's methods that would be any better than the current method; however, that did not mean there could not be any improvement. He asked that the Council keep the option open to see if a trapper could be found for next year that would kill the deer locally rather than waiting until they were transported to San Antonio. Mr. Prekup asked that the City consider establishing a volunteer position as a wildlife advocate to continue to look for improvements to the deer trapping/management operation in the City and he volunteered to serve in that capacity if the position was established. Mayor Jordan thanked Mr. Prekup stating whether the Council chooses to have an advocate or not he hoped Mr. Prekup would continue to work with the City and stay abreast of the issue.

7. Discuss, Consider and Take Action Regarding Ordinance to Annex Areas in the City's Extraterritorial Jurisdiction into the City Limits: Mayor Jordan reported this is the final step in this annexation process. These were the five lots that were not properly noticed during the annexation earlier this year and this was simply to correct that oversite. He reported the City

had held the two required public hearings on April 19 and May 17. Council Member Clinesmith made the motion to approve the annexation which included the service plan, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

8. Items to be removed from the Consent Agenda: There were no items removed from the Consent Agenda.

9. Consent Agenda Items:
   a. Approve Minutes of the May 17, 2016 Regular Meeting
   b. Resolution to Approve 2016 Llano County Hazard Mitigation Plan Update

   Mayor Pro Tem Haydon made the motion to approve the Consent Agenda, seconded by Council Member Gray. Motion passed unanimously (5-0).

10. Monthly Statistical Departmental Data Reports:
    a. City Manager; Administration; Community Services; Development Services; Fire Dept.; and Police Dept.

    City Manager Farmer reported the milfoil was treated on June 15 on shores where it was needed and the effect should be visible in two weeks based on last year's results. He added the mowers are at work across the City and they would turn their attention to 2147 next week in order to complete that prior to the July 4th holiday weekend. Mr. Farmer said the seal coating project north of 2147 had been completed and they were now working on the portion south of 2147 which would continue for several weeks. The project would stop several days surrounding the holiday. Mr. Farmer reported the City Attorney was working on a report regarding some public/private partnerships for internet service in the City as well as the history of what other cities had done. He hoped to have something for the Council at the July meeting. Mr. Farmer said the first budget workshop was scheduled for June 28 at 9:00 a.m. Also, work on the long awaited hiking trail should be started in August or September and hopefully be completed by October 1. Mr. Farmer also reported the City, over the last month, had been having a great amount of difficulty with Progressive Waste, the solid waste provider and because of that he recommended the City do a Request for Proposals and go out to bid for this service since the contract expires in November. Council Member Pope complimented the financial staff stating that the May financial statements were available on June 7th which he thought was a record. Mayor Jordan said the staff and Council were doing everything possible to find a solution to the high-speed internet issue.

11. Discuss Short Term Rentals: Lynette Morrison a member of the Long Range Planning Advisory Committee spoke regarding this issue and for information sake she wanted to advise the Council and public that the LRPAC had put an action item in The Plan, that they would be presenting to the Council, as a goal to study this issue. She reported that the National Association of Realtors had done a very comprehensive study that she would forward to Stan Farmer to forward to the Council. City Attorney Rex Baker reported this issue first came up in 2013 with Escondido and he did a memo at that time that concluded there was no general prohibition against residential short term rentals within the City. He said Austin, Fort Worth and Galveston had all taken this issue on from an ordinance standpoint. Mr. Baker said Austin was the most restrictive and a suit was filed yesterday which said Austin's ordinance was a taking of their property rights and a court would determine whether it was or not. He added that the Village of Tiki Island by Galveston

passed an ordinance prohibiting short term rentals with a grandfathering clause of four years so if you had been doing it for four years prior to the passage of the ordinance you could continue. A case was filed and the Court basically threw out the ordinance stating it was too restrictive, unconstitutional and that the grandfathering aspect of the ordinance had been unfairly applied because they arbitrarily picked four years stating there was no legitimate reason for choosing four years. Mr. Baker recommended the Council hold off on taking any action until the case filed in Austin went through the courts because there was a strong issue about this. He said if each individual POA in the City wanted to amend its deed restrictions then it would become a POA contractual issue and not a City issue. Mayor Pro Tem Haydon stated most of the problems were behavioral which could be addressed with existing City ordinances restricting parking, noise and other issues that could be addressed by the Police Department. He said he was pushing for some sort of action by the Council to restrict short term rentals; however, he now agreed with Mr. Baker regarding his recommendation to suggest the POA's address this issue because he did not think the City could propose a City-wide ordinance that everyone would be happy with. Mayor Pro Tem Haydon suggested addressing this with the POA Presidents' Committee to get their reaction to this suggestion that they take this up with their members and address it with an amendment to their restrictions. Mayor Jordan requested the City Manager Farmer send the Council information on the City's current noise and parking ordinances. It was discussed that some people do not report issues with renters due to fear of retribution.

12. Discuss, Consider and Take Action Regarding a Budget Amendment to the Utility Fund to Install a Fence at West Elevated Water Tank: City Manager Farmer explained the installation of this fence along The Hills Road would improve the esthetics for the recently annexed subdivision and provide faster ingress and egress for emergency services. He requested Council approve this budget amendment to place an eight foot high decorative fence on the west side of the property paralleling The Hills Road which would include a restricted automatic gate operation. Mr. Farmer reported the FenceCrete©, which is a trademark name, was the same fencing utilized at the Central Water Treatment Plant and Slick Rock Maintenance Yard across from the 7-11. He said the project would include 340 feet of concrete fence and a solid metal gate with a transmitter activated gate opener plus removal of the old fence. Mr. Farmer reported the total project cost was estimated to be $37,000 with funds available from the Utility Fund Wastewater Extension Capital Improvement Project that was cancelled due to unanticipated expense for rock excavation. Staff requested the Council authorize the west fence project be funded not to exceed $37,000 by a budget amendment for a line item transfer as previously explained. Council Member Gray said he had not had anyone mention to him anything regarding the appearance of the area of the West Elevated Water Tower and asked what the motivator was for this item. Mr. Farmer stated that for Emergency Services vehicles to get through the automated gate which was currently a manual gate a chain link and barbed wire fence and with the high standards in Horseshoe Bay this was another example of living up to the high standards placed on other people by having a durable, decorative gate. Council Member Gray asked if this was a security purposes to keep people away from the water tower. Mr. Farmer said yes; however, it is open on the Broken Hills side but fenced on three sides on the elevated storage tank with the West Fire Station at the front. Council Member Gray asked if there had been complaints and Mr. Farmer said not per se. Council Member Pope said Mr. Farmer reported one driver of this project was security issues and asked about leaving the existing fence and installing a transmitter activated security gate. He asked if the fence was ugly and how close it was to residences. Mr. Farmer said it was chain link and on The Hills Road and as he stated the

City had replaced the nasty chain link at the two City facilities previously mentioned. Council Member Clinesmith said several Hill residents had mentioned the fence upgrade to her. Council Member Clinesmith made a motion to approve the budget amendment as presented, which failed for lack of a second. There was no further discussion.

13. Discuss, Consider and Take Action Regarding Drought Contingency Plan Stage: Community Services Director Jeff Koska reported to the Council that the citizens had been very responsive to the current water restrictions; however staff believed it was environmentally sound judgement to continue to promote best practices in water conservation and to continue to observe conservation in the City's operations and also to provide conservation based educational information and assistance to City customers. He reported on June16, 2015 the City moved from Stage 3 to Stage 2 which went from one day watering to two days watering per week. Mr. Koska reported the lakes were 100% full and the decision to stay at Stage to or change to Stage 1 or some variation was the Council's decision. He said during the time period when the City initiated the drought restrictions they had experienced the 20% desired reduction in usage and had gone as high as 25%. Mr. Koska said the City has a Water Conservation Officer available to anyone who would like to have a Water Conservation Audit of their irrigation system and typically irrigation systems were typically what used the most amount of water. He said the City had taken several steps to help with conservation including creating the Water Conservation Officer position and planting the drought tolerant Display Gardens at City Hall among other items. Council Member Gray said it appeared to him that people in Horseshoe Bay had grown comfortable with Stage 2 regulations and twice a week watering was ample opportunity to provide the amount of water that landscaping required here and his opinion was the right thing to do was to retain Stage 2 levels going forward. Council Member Gray made the motion to retain Stage 2 water restrictions in the City, seconded by Council Member Pope. Motion passed unanimously (5-0).

10. Monthly Statistical Departmental Data Reports:
    a. City Manager; Administration; Community Services; Development Services; Fire Dept.; and Police Dept.

City Manager Farmer explained he forgot to have Development Services Director Eric Winter give the Council a verbal update on the Texan Mart. Mr. Winter reported the Texan Mart substandard building issue had been taken care of. He said all the signs on the gas pumps had been removed, the ice machine was covered and painted the same color as the building as had the propane tank area, the building had been repainted front and back with a new stairway in the back painted to match the building. Mr. Winter said it now met all the City's building codes and had been issued a Certificate of Occupancy. Mayor Jordan said he appreciated the efforts by Mr. Winter and others to clean up this situation. He added they were continuing to clean up inside the building also, but that was not a part of the City's concern. Mr. Winter also reported he had not received any updates regarding Gynergy, Tuscan Village or Siena Grove. Ron Mitchell reported that last week Tuscan Village received all the money from the lender and they were supposed to close on June 29. Council Member Gray asked about the status of the shipping container located on Lot 19045 and Mr. Winter said the Municipal Court issued an Order for Removal and he had sent a certified and regular mail letter to the owners using the addresses the City had for them in order to notify them they had 30 days to remove the container or the City would have it removed and place a lien against the property.

14. Public Hearing, Discuss, Consider and Take Action Regarding an Ordinance Amendment Changing the Public Notice Requirements for Planning and Zoning and City Council: Mayor Jordan convened a public hearing at 4:20 p.m. and asked if there were any comments. There were none and he adjourned the public hearing. Development Services Director Winter reported this ordinance amendment would make the public notice requirements for items such as replats, rezoning, zoning text amendments, comprehensive plan amendments, variances, building code article amendments, antenna permits, subdivision preliminary plats and final plats all consistent with the types of public hearing notices that would be required. He said requirements of no less than 16 days and no more than 29 days' notice to all of the previously mentioned requirements. Mr. Winter said the Planning and Zoning Commission met on June 7 and recommended the Council approve this amendment with the addition of an amendment to Section 14.02.153(d) increasing the distance where a conflict of interest would be triggered based on ownership of property by a Planning and Zoning Commission member from 200 feet to 500 feet from the property in the application. Staff recommended approval of this item as presented with the addition of the amendment. Council Member Gray made the motion to approve this item as presented, seconded by Council Member Pope. Motion passed unanimously (5-0). (A copy of the "Summary of Public Hearing Notice Requirements" is hereby attached and made a part of these minutes.)

15. The City Council, meeting as the Board of Adjustment, will Conduct a Public Hearing, Discuss, Consider and Take Action Regarding:
    a. Request for a 5 foot Variance in the 20 Foot Front Yard Setback Requirement for Lot No. 330 of Pecan Creek to Allow Construction of a Single Family Residence on the Shallow and Irregular Shaped lot (100 Block of Gillespie Court)
    b. Request for a 6 Foot Variance in the 25 Foot Front Yard Setback Requirement of Section 14.02.402(b)(15)(L) for Lot #49054 of Horseshoe Bay to Allow Remodeling of a Courtyard Wall located in the front yard setback (1212 The Cape)

    Mayor Jordan convened a public hearing at 4:25 and asked if there were any comments, there were none and he adjourned the public hearing. Development Services Director Winter reviewed each variance.
    Mayor Pro Tem Haydon made the motion to approve Item 15.a. seconded by Council Member Pope. Motion passed unanimously (5-0).
    Mayor Pro Tem Haydon made the motion to approve Item 15.b. seconded by Council Member Pope. Motion passed unanimously (5-0).

16. Discuss, Consider and Take Action Regarding Progress Report by Builder on Construction at 312 and 316 Nattie Woods and Issuing Building Re-permits: Mayor Jordan reported the builder, Mr. Jaffe, sent him an email which City Manager Farmer had shared with the Council. The last time the Council re-issued the permits for these properties the cost was $1,000 per house with $4,000 in escrow for each house which would be returned to the builder it the house was completed with a Certificate of Occupancy by the time the permit expired. Neither of the houses was completed as promised and the City collected the entire $10,000 and the properties had been issued a stop work order. Development Services Director said the Council could decide on the term of these permits as well as the charge. Council Member Pope asked for an estimate of the time needed to complete these two houses and was concerned that Mr. Jaffe was not at the meeting to ask for what he wanted. Mr. Winter said the inspections for neither house were current and he had been told by a contractor that one of the houses would take 3-4 weeks and the other would still take two

months. Council Member Gray said completion of these houses was important and asked if there were other options to force the builder to finish. City Attorney Rex Baker recommended amending the building ordinance to prohibit a builder from receiving other building permits if they had outstanding projects like these. Mr. Winter said the City could address it under the builder registration requirement. Council Member Pope made the motion to issue a 90-day repermit with a $5,000 deposit for each house and the requirement that if these two homes were not completed with a Certificate of Obligation issued by the City, the City would retain the deposit, but if these requirements for the houses were met within this repermit period the deposit would be returned for each house independent of completion of the other, seconded by Council Member Gray. Motion passed (4-1) with Council Member Lambert voting against. Development Services Director Winter said this matter could be turned over to the Municipal Court for action as a substandard building. Council Member Gray made the motion that if these houses were not completed at the end of this 90-day repermit period that the Council would not issue another repermit and would refer the matter to Municipal Court for the appropriate action, seconded by Council Member Lambert. Motion passed (4-1) Mayor Pro Tem Haydon voted against.

At 4:24 p.m. Mayor Jordan announced that the Council would go into Executive Session pursuant to Sections 551.074, Personnel, of the Texas Open Meetings Act regarding agenda item 17.

17. Update on Personnel Matters to Include the Deliberation of the Various Duties of All Department Directors:

Regular Meeting Resumed: At 5:42 p.m., the Executive Session having ended, Mayor Jordan resumed the regular meeting and announced that no action or votes had been taken in the Executive Session.

18. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn at 5:43 p.m., seconded by Council Member Pope. Motion passed unanimously (5-0).

APPROVED this 19st day of July, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

SUMMARY OF PUBLIC HEARING NOTICE REQUIREMENTS

				Current City & State Requirement		Proposed Added City Requirement		
No.	Code Citation	For	Public Hearing Before	Days Notice in 2 Papers	Days Notice Mailed	Days Notice in 2 Papers	Days Notice Mailed	To Owners Within
		Requires Both Newspaper and Mailed Notices						
1	Sec. 3.02.008	Building Code Article Variances	City Council	N/A	N/A	>30 & 16-29	>30 & 16-29	N/A
2	Sec. 10.03.202(b)(2)	Replat	City Council	16	16	>30 & 16-29	>30 & 16-29	500 Feet
3	Sec. 14.02.157	Joint Meetings of P&Z and City Council	Both Together	16	16	>30 & 16-29	>30 & 16-29	500 Feet
4	Sec. 14.02.265	Zoning Text Amendment, Rezonings, Comprehensive Plan Amendments	P&Z and City Council Separately	16	16	>30 & 16-29	>30 & 16-29	500 Feet
5	Sec. 14.02.225(c)	Zoning Variance	City Council	16	16	>30 & 16-29	>30 & 16-29	500 Feet
6	Sec. 14.02.305	Conditional Use Permit	City Council	10	10	>30 & 16-29	>30 & 16-29	500 Feet
		Requires Newspaper Notices Only						
7	Sec. 212.134(b) LGC	Moratorium/Extension	City Council	4	N/A			N/A
		Requires Mailed Notices Only						
8	Sec. 4.04.039	Antenna Permit (Communication Tower)	City Council	N/A	10	>30 & 16-29	>30 & 16-29	500 Feet
		Requires City Council Action But No Notices						
9	Sec. 10.03.081	Subdivision Plat - Both Preliminary Plat and Final Plat	N/A	N/A	N/A	>30 & 16-29	>30 & 16-29	500 Feet
10	Sec. 3.05.009	Sign Variance	N/A	N/A	N/A			N/A
11	Sec. 3.05.034	Floodplain Variance or Appeal of Floodplain Administrator's Decision	N/A	N/A	N/A			N/A
12	Sec. 10.03.007	Appeal of City Manager Decision of Appeal of DS Director's Subdivision Ordinance Decision	N/A	N/A	N/A			N/A
13	Sec. 3.08.004(d)(3) & (4)	Appeal of Decision of CS Director's Denial of a Blasting Permit	N/A	N/A	N/A			N/A
14	Sec. 14.02.192(a)	Council Acting as Board of Adjustment Decide Appeal of Zoning Administrator's Decision	N/A	N/A	N/A			N/A
		Requires Both Newspaper and Mailed Notices for Municipal Court						
15	Sec. 3.04.006(c)(3)	Substandard Building	Municipal Court					10 Days Owners Only
		Requires Increase only in Distence Triggering Conflict of Interest						
16	Sec. 14.02.153(d)	Vote by a Planning and Zoning Commission Member on an Application	P&Z	N/A	N/A	N/A	N/A	500 Feet

CITY OF HORSESHOE BAY

CITY COUNCIL WORKSHOP MEETING

MINUTES

June 28, 2016

The City Council of the City of Horseshoe Bay held a Public Workshop Meeting at City Hall, June 28, 2016 beginning at 9:00 a.m. in accordance with duly posted notice of said meeting with the following members present:

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

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

1. Call the Meeting to Order and Establish a Quorum: Mayor Jordan called the meeting to order at 9:00 a.m. with a quorum present. Mayor Jordan gave the invocation.

2. Presentation of Audited Financial Report for Year Ended September 30, 2015: Council Member Pope reported the Mayor, City Manager Farmer, City Finance Director and he met with the auditors on Monday, June 27 and they had some recommendations. He did ask the auditors what were the material weaknesses, were there conflicts of interest, how was the documentation, did they see any unusual or suspicious type activity, anything that gave them concerns or any disagreements with management. Council Member Pope reported all of those questions were answered on a very positive basis and the auditor's reaction was the City's budgeting process was a good one. Council Member Pope added that the principle thing he looked at was the financial performance based on the budget and the auditor was complimentary on that. Finance Director Larry Anderson said this was a little unusual for him to be presenting the audit for something he had done but unfortunately the auditor had a death in the family and could not be at this meeting. He said if anyone had questions that could not be answered today then the auditors would be happy to come back at a later meeting to address any questions the Council might have. Mr. Anderson said he City received an unqualified opinion which was a good thing and meant there were no qualifications to the opinion. He read from the auditors letter, "In our opinion the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Horseshoe Bay, Texas, as of September 30, 2015, and the respective changes in financial position and , where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted

in the United States of America." Larry confirmed what Council Member Pope had reported earlier. He said on Exhibit G-1 of the audit the net change was within less than 1% of total expenditures which in his opinion was a great job. Larry gave credit to the Council, in particular Council Member Pope who meets with staff on a monthly basis to go over budget and actual numbers. He said in the auditor's letter they addressed some findings, adding they reported no major or material findings, but they did mention some issues including a large number of adjustments they had to make. Larry said unfortunately the way the City's accounting system was set up it required a lot of adjustments at year end. Larry said the City does not have a fixed asset module incorporated into the accounting system with a lot of it done on spreadsheets so it is tracked separately and then entered into the accounting system at year end. He said all of the Street Improvement Plan work done required some large adjustments into the general ledger and due to the magnitude of the adjustments it appeared there was some kind of issue, but in fact it was due to the way the accounting system was designed. Larry said he had spoken to Mayor Jordan, Council Member Pope and the City Manager Stan Farmer and they gave him permission to go in and redesign the accounting system this year, including the chart of accounts and activate the modules that were never activated in the past, such as the fixed asset, payroll and reconciliation modules. He said all of these things would make the accounting system more efficient. Larry said he did not know why these were not activated in the past, but a lot of the manual entries that have to be made at year end would be avoided by making these changes. He said the auditors were totally in favor of making these changes. Larry added he also currently has a new staff with a much better background in accounting. Council Member Pope added the financial statements were available within a week of the end of month which was a first which he felt was reflective of several things. The Finance Director was experienced in governmental accounting along with a strong accounting staff which was reflected in what Larry had stated. Council Member Pope asked when the new procedures and chart of accounts would take place. Larry said they plan to have it coincide with the new budget year beginning October 1. Council Member Clinesmith complimented staff on the audit results. Mayor Jordan commended Larry and his team on the results. The consensus of the Council was that there was no need for the auditors to return to meet with the full Council.

3. Budget Workshop: Mayor Jordan reported he had been approached by residents requesting Council consider funding the construction of Pickle Ball courts. Shirley Hampton, Horseshoe Bay resident and avid Pickle Ball player reported their group consists of approximately 50 players and about 70% live in Horseshoe Bay, with others in Blue Lake, Deerhaven, Meadowlakes, Granite Shoals and Burnet. She said roughly 60% are members of The Resort and many are winter Texans residing in HSB. Ms. Hampton added that the Burnet YMCA had 4 indoor courts; Meadowlakes just completed 2 courts and Granite Shoals Sports Complex had 3 courts. She said that there were currently no pickle ball facilities in HSB and only 2 makeshift venues one at Quail Point on the lower parking lot which they have to convert when they play by erecting and disassembling nets each time as well as installing portable snow fencing to contain out of bounds shots. The second HSB venue is the Andy Roddick children/youth courts where they have to lower the nets and stripe with painter's tape. Ms. Hampton said the group proposed that the City install two courts in the Martin Park area at City Hall. They provided a cost estimate of $50,000-$60,000. Mayor Jordan explained Mr. Widler's career was in park management and the City is fortunate to have him

working with the City. Parks Committee Chair Michael Widler reported in response to a survey by the Committee respondents wanted additional sports courts in the City. Michael said if the City were to spend this kind of money then it should be done the right way which would be to build multi-use courts with the main courts being tennis or pickle ball as well as basketball by adding goals at either end. He said pickle ball takes up about half of a tennis court so you could get two on one tennis court and by making it where the nets could be cranked up you could have volley ball courts. Michael said he had looked at something called a VersaCourt©, which was laid down on any surface so instead of doing a concrete surface it could be paved and the VersaCourt© placed on top. It is made of tiles which reduce the shock to ankles, knees and hips and made a natural playing surface and once installed they were guaranteed for life. City Manager Stan Farmer said sports courts were listed in the survey done by the Long Range Planning Advisory Committee as something the City needed. Council Member Clinesmith said she thought this was a good idea and if the City proceeds with the project she would prefer to front load it and go ahead and install lighting to complete the project instead of doing a little at a time. Council Member Lambert was also supportive of the idea. Michael reported in the Parks Plan incorporating a 501(c)(3), Friends of Parks, which would help the City fund the development of parks in the City. Mayor Jordan said he believed there was interest in this project and asked Michael to determine what the cost might be and ask staff to see where money might be found in the budget for this year or next to fund this. Council Member Lambert asked about alternate funding other than the budget. Michael suggested the City look into the formation of a 501(c)(3) and City Manager Farmer said he would ask the City Attorney to research forming a 501(c)(3).

City Manager Stan Farmer gave an overview of this year's budget and reported it had one important initial objective: Meet all needs of General Fund activity with a tax rate of $.25. This could be accomplished, and the draft budget does so with a balanced budget. He stated that Council needed to propose a tax rate at this meeting. Once proposed, the rate could not be increased. The draft budget assumes a $.222 (unchanged) General Fund O&M rate and a Debt Service (I&S) rate of $.028 for a total rate of $.25. Mr. Farmer said the O&M and the I&S numbers might change but would still remain at a total of $.25.

There are three things of note with regards to this draft. One, this first draft workshop budget contains a conservative estimated increase in health care costs now as opposed to waiting to supply a more definitive number at August workshop. Staff plugged in a 10% increase for health care costs as more of a placeholder exercise so Council could get a better feel in June where the budget stands. Staff had met with and are working with our health insurance broker Lee Cameron from Frost Insurance to compile the best and least expensive option for Council consideration. However, like past years that information would not be available until the August workshop but our discussion so far leads us to believe that the eventual cost would hopefully not be as high as the 10% increase plugged into this draft budget and might be in the 8% to 10% range.

Second, the first draft workshop budget contained salary and correlating FICA and retirement data increases, once again more of a placeholder so Council could get a better feel in June where the budget stands. Staff simply used the same evaluation score that each employee

received last year in relation to their projected raise based on the current Appendix C Merit Table Council approved last August. Once again this exercise was just to show a modest increase in salaries now for Council to get a better feel of where the budget stands in June as opposed to August.

Third, the three full-time positions being asked for by staff—GIS Administrator, IT Administrator, and Development Services Planner—had all been added to this draft budget, once again more of a placeholder exercise so Council could get a better feel in June where the budget stands.

Statutorily, this year the City Manager must propose a budget no later than August 15, fifteen days before our next budget workshop August 30. The Proposed Budget would be based on the draft budget and the comments and actions at the workshop on June 28. Obviously, changes could still be made before it is voted on by Council September 20.

Community Services Director Jeff Koska reported the Utility Fund was run on rates not taxes and the determination of rates would come later on. He explained he has a spreadsheet that accumulated five years of data and then staff would go through and evaluate each line item to come up with a five year average. He then sat down with his operational staff to review the needs for the upcoming year. The discussions included needs, wants and operational things they needed to work on including Capital Projects and refine those down to a priority basis and come up with the project process. Jeff explained much of his budget was determined by factors such as rain when there would be less water usage or drought which would increase the revenue. He said they based their budget on a non-drought year so it was conservative on expenses and revenue; however, due to the fact it was weather driven if there were more production needed it would affect the expenses but the revenue would offset that increase. Jeff said it was the same with sale of grinder pumps based on new development. He said this budget did not have any rate increases but did have a 1% growth rate in the expenses and also in the growth of services. Later in the budget process the rates would be discussed at the August budget meeting and they would be adopted at the September Council meeting. Jeff reported the routine capital expenses had been set up as non-debt funded projects which basically come out of the rates. That was done when the rate model was set up early on. He said the major capital items were presented without deductions for developer contributions and were usually separated out as they have a higher expense and have longer term. Jeff said the revenues were based on 1% growth with the exception of solid waste revenues and expenses where Progressive would have a 1% increase in income and expenses as well; however, the City might publish a request for proposal and might possibly contract with a different provider. This would be known by the next budget meeting in August. Jeff reported water and wastewater demands were expected to be similar to where they were in 2016; however, this would be difficult to predict. Jeff said the administration side of his budget showed the biggest increase which was due to the possibility of adding two positions and that expense would be split with the general fund as support positions for the two funds, but his collective expenses averaged at 4.8% so basically his budget for the utility fund was flat. Jeff reported there would be some increase whenever the City had to grind instead of burn the brush which would cost considerably more. Jeff reviewed the list of Capital Expenditures.

The meeting adjourned for a recess at 10:40 a.m.

The meeting resumed at 10:47 a.m.

Police Chief Rocky Wardlow reported there were some very minor tweaks in his operating budget for this year. Next, Chief Wardlow reported the Police Department was requesting a total of $81,000 for five capital projects including one administrative vehicle for the Code Enforcement Officer and other items which included replacing office computers, six digital Tasers and to begin a conversion to Motorola radios because the current Kenwood system was not adequate. Chief Wardlow reported Assistant Chief Garth Davis was working on a LCRA grant application to purchase handheld radios for uniformed officers. Assistant Chief Davis gave a presentation on the proposed purchase of six body and 12 in-car cameras. Chief Davis said body cameras were relatively new technology and explained what issues they would help address including giving a much better view of what happened than an in-car camera alone would provide, they had been shown to help prevent crime, reduce traffic accidents and expedite complaints against police officers. He also reviewed the department's retention schedule for these recordings and what was required. Chief Davis said after a great deal of research chose the Taser brand cameras that use cloud based storage and the cost is approximately $400 each.

Fire Chief Joe Morris reported he determined in January that based on salaries and wages for part-time firefighters and the overtime he was having to pay that he would go over budget and in order to stop that and cover further costs he decided to stop all ancillary spending. He said he can't do that two years in a row and some of the reasons included the compensation time which was costing him a lot of money. Also, the flex pay for staff when they act in an upper position they are paid an additional $25 per day and that was incurred on a regular basis and but was never budgeted. Chief Morris said the sick leave buy back that employees can take advantage of was not budgeted either. He said the big discrepancy came from his staffing philosophy. Chief Morris said his predecessor was willing to run short when one of the scheduled firefighters was on vacation, sick, etc. He said it was not uncommon to only have four firefighters on duty and he was not willing to do that. Chief Morris said he hoped the City would cover the increases for the reasons he presented. He reported the Fire Department also needed to update their handheld radios with the purchase of 8 Motorola XP 6000 portable handheld radios for the cost of $35,300.24. Chief Morris said currently, the rescue capabilities of the Horseshoe Bay Fire Department were limited in regards to an injured person located any distance off the pavement. With the construction of the proposed Horseshoe Trail Park and the many golf courses located in the City limits, it would greatly improve the Fire Department's service delivery to purchase an off road utility/rescue vehicle. He requested funds to purchase a 2016 Polaris Ranger Crew 570 outfitted with a rescue bed from Kimtek Corporation. This would allow the fire department to access victims located in remote areas and provide medical treatment while transporting them to the awaiting ambulance on the roadway. The total cost requested was $21,099. Chief Morris said he would be requesting a grant for this item through LCRA during the next application period which would require a 20% matching, but he requested through the budget process as a contingency if denied through the grant process. There was also the possibility funding

could come from FY-16 money, if available. He said this acquisition was necessary prior to the start of the construction of Horseshoe Trail Park due to the inaccessibility of the workers clearing the rugged terrain. Chief Morris stated the Fire Department does not have the ability to perform hands on training in an environment that simulates a structure fire. He said the best case scenario for performing these hands on training drills was in a parking lot. In order to properly train for these high hazard, low frequency events they need to create a work environment that matches the hazardous event as closely and safely as possible. He proposed the construction of a live fire training center on the property located near the reclamation center. Chief Morris said this type of facility could be constructed in phases and increased in size and functionality as funds are available. The cost of phase one would cost $49,500 and could easily be expanded at a later date.

The meeting adjourned for a recess at 12:00 p.m.

The meeting resumed at 12:30 p.m.

Development Services Director Eric Winter reported the largest proposed increase in his budget for FY2017 was for the addition of a staff person but that would be discussed later in the meeting. He requested a replacement for the computer used with the scanner that works with their plotter/printer. Eric added other increases were linked to the addition of the new position. He said the one capital item they really needed was not included in the FY2017 Capital Improvement Budget and was for $8,500 to replace the current scanner. It was no longer capable of producing acceptable quality scans. Eric said it was about 15 years old and current technology did not allow it to synchronize with the recently purchased plotter/printer. He said it was not in the current proposed budget because it was possible it could be purchased in the current year's budget.

Finance Director Larry Anderson reported the draft Administration budget was a net increase of $125,500 which was a 6.8% increase. He said the majority of that increase was due to the inclusion of the two proposed new positions in the Administration Department, GIS and IT. Larry said the total amount in the draft budget was $162,000 and explained all the expense was in the Administration budget and then if the positions were not approved it would be easily removed. He said as Jeff reported, based on certain services provided for the Utility Fund by the Administration employees, the Utility Fund pays 50% of those expenses. Larry said that 50% was already included in the Utility Fund budget. He further explained that the entire expense of the two new positions was in the Salaries and Wages line item rather than spreading it out into the FICA, Insurance, etc. line items which would make it easier to take out if the positions were not approved by Council. Larry said if the positions were approved staff would determine the salary and then the additional expenses could be allocated to the appropriate line items. Larry explained the 10% plugged in for increased insurance premiums was hopefully on the high end and once the actual quote was received that amount would decrease. He also reported the amounts for appraisal expense for Burnet and Llano counties could change since he had not received the final amounts. Larry reviewed several other items including Advisory Committee, Dispatch, Property and Liability insurance along with the Contingency. Council discussed the fact that prior to any Contingency funds being spent that it had to come before Council for approval each time. Council requested a more detailed report on the City's debt be prepared and distributed to them. Next, the operating revenue for

the Administration department was reviewed. Larry explained that property taxes are made up of Maintenance and Operations (M&O) and Interest and Sinking (I&S) and that the current $0.25 tax rate is made up of M&O $.222 and I&S $.028. Larry proposed modifying the allocation. He said a transfer from M&O currently had to be done in order to cover the I&S and this should not be necessary and proposed reallocating the percentage even if the tax rate was not increased. If this were done it would not affect the budget but would just net out. Larry reported the HSB POA would complete their catch-up amount for street maintenance in FY 2016 so that would lower the income in the FY 2017 budget.

Community Services Director Jeff Koska reviewed the need for the two additional positions with the Council. He explained staff had been trying to manage many technical issues in-house; however, the increased complexity had grown to the point it was beyond the current staff's ability to keep up with advances and necessary security. Council Member Gray said he was astounded that the City staff had been able to do without these two positions for so long and said this probably should have been done before and clearly needed to be done now. He asked about how to insure the right people were hired for what needed to be done. Jeff said the Senior Management team had been working on this but did not proceed until coming to Council for guidance on adding these positions. The job descriptions would be written to insure they were inclusive of everything necessary. Council was fully behind adding these positions and encouraged staff to get started and have someone ready to come on board by October 1.

Development Services Director Eric Winter explained he had found it more difficult to keep up with the routine as well as the specialized things he does. He asked Council to consider hiring an assistant planner to handle all the routine items such as reviewing replats, subdivision plats, variances, etc. City Manager Farmer explained Bobbi Havins spends about half her time on Municipal Court duties and he would like to transfer her out of the Development Services Department and move her to the front lobby with the utility billing staff as the municipal clerk. If the assistant planner position was approved, Development Services would have three full time employees. Stan added that Eric would not have to manage the Municipal Court and that task would move to Stan. Bobbi would continue back up in Development Services, continue the Municipal Court duties and help Stan with some projects. Council Member Gray said he liked the idea of adding someone to train to take over as director when Eric retired. Mayor Jordan commented on the upcoming development in the City. Council supported the addition of this position.

City Manager Farmer reviewed the Animal Control budget with the increase mostly reflected in the Deer Management line item. Mayor Jordan requested the trapping equipment be upgraded. Stan also reviewed the Streets Maintenance budget with the Council. Council requested details regarding availability of a weekly bulk pickup by the solid waste provider for the July meeting.

City Manager Farmer reported the 5-year Capital Plan was something he worked on with Department Directors. Council Member Clinesmith asked that any future known capital items be included in the 5-year Capital Plan for the August Budget meeting.

Finance Director Larry Anderson reviewed past years' tax rates and the comparison between a $0.25 and $0.26 tax rate. He said he felt the numbers from Llano and Burnet counties were conservative but he would not know the final numbers until July 25 then he would be able to determine the necessary reallocation between the M&O and I&S.

City Manager Stan Farmer said a salary survey was done on a bi-annual basis and was done this year to determine salary ranges for benchmark positions. Staff then used the previous year's achievement level to determine an estimate of this year's increase for each employee. He recommended a total merit adjustment of approximately three percent which would be $128,000 over a calendar year and $96,000 for the next fiscal year. This amount was already built into the proposed budget. The Council discussed the request for three percent and that it was not a cost of living increase but based on the City's policy and each employee's evaluation.

The Meeting Schedule showed the next Budget Workshop scheduled for August 30 at 9:00 a.m. and a third meeting was scheduled for September 6 at 9:00 a.m., if necessary. The September 20, 2016 meeting agenda would include the necessary public hearing on the proposed budget along with action to adoption of the budget, adoption of the tax rate and approval of the utility rates.

4. Discuss, Consider and Take Action Regarding Merit Compensation Adjustments: Council Member Clinesmith made the motion to approve 3%, seconded by Council Member Pope. Motion passed unanimously (5-0).

5. Propose Tax Rate: Finance Director Larry Anderson clarified to the Council that once the Council proposed the tax rate it could not be increased; however, it could be decreased. Larry recommended the Council propose the tax rate $0.26. After discussion Council Member Gray made the motion to propose the 2017 tax rate at a total proposed rate of $0.26, seconded by Council Member Pope. The motion passed (4-0-1), with Haydon abstaining). The proposed tax rate would be set at the September 20, 2016 Council meeting.

6. Adjournment: Mayor Pro Tem Haydon made a motion to adjourn the meeting at 1:58 p.m. The motion was seconded by Council Member Pope. The motion passed unanimously (5-0).

APPROVED this 19th day of July, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

Item # 8b

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Larry O. Anderson, Finance Director

RE: Approve a Resolution Approving a Private Bond-Financed Project as Required by State Statute Within the City Limits that has no Effect on City Finances

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A letter was received June 14, 2016 from Chris Sayers with the law firm Naman, Howell, Smith & Lee, PLLC, on behalf of Crawford Health Facilities Development Corporation, requesting the approval of a resolution approving the issuance of Crawford Health Facilities Development Corporation Taxable Revenue Bonds (Lifeline Ventures Projects), Series 2016A. The bonds are to be issued on behalf of the City of Crawford, Texas, the sponsoring entity, to finance and refinance the costs of health facilities.

Section 221.030 of the Texas Health and Safety Code, as amended, requires that the consent of a governmental unit in which the facility is located be obtained prior to the issuance of the bonds or the acquisition, rehabilitation, and equipping of the facility. One of the facilities being acquired is located within the city limits of the City of Horseshoe Bay, Texas. The facility being acquired is Spanish Trail Assisted Living, located at 26409 TX-71.

Staff has contacted Glenn Opel, the City's Bond Counsel, and Jennifer Douglas, the City's Financial Advisor, regarding this request. They stated that approval of this resolution does not create any financial liability or obligation for the City of Horseshoe Bay and does not impact the City's ability to issue bank qualified bonds.

Staff recommends approval of the resolution.

Enclosures: Memorandum
Notice of Intent to Issue Bonds
Resolution

NAMAN HOWELL
SMITH & LEE PLLC
ATTORNEYS AT LAW

MEMORANDUM
from
Chris Sayers

(512) 807-2449
Fax (512)474-1901
E-mail: csayers@namanhowell.com

TO: Larry Anderson, Director of Finance, City of Horseshoe Bay, Texas

DATE: June 14, 2016

RE: Crawford Health Facilities Development Corporation Taxable Revenue Bonds (Lifeline Ventures Projects), Series 2016A (the "Bonds")

The Crawford Health Facilities Development Corporation (the "Issuer) is issuing the Bonds for the costs of three health facilities described in more detail in the Notice of Intent to Issue Bonds enclosed herewith (the "Facilities"). One of those facilities, Spanish Trail Assisted Living, is located in the City of Horseshoe Bay, Texas (the "City"). The Bonds are being issued pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), and one of the requirements for the issuance of the Bonds in the Act is that the Bonds and the Facilities be approved by each municipality and county that the Facilities are located in. Therefore, the Issuer is respectfully requesting the City's consent as provided in the form of approving resolution enclosed herewith.

The Bonds are not obligations of the City, the State or Texas, or any other political subdivision (other than the Issuer) of the State. The City will have no liability or obligations whatsoever on the Bonds—it would simply be approving the Bonds and the Facilities for the limited purpose of Section 221.030(a)(1)(B), Texas Health and Safety Code. Further, the Bonds are taxable and being issued by the Issuer, which was created by the City of Crawford, Texas, and therefore will not impact the City's status as a "qualified small issuer" of "bank qualified" bonds.

The Issuer is hereby requesting that the enclosed approving resolution be placed on the City Council's agenda for its July 19th meeting. Please feel free to contact me with any questions.

NOTICE OF INTENTION TO ISSUE BONDS

THE STATE OF TEXAS §
§
COUNTIES OF LLANO §
AND GILLESPIE §

CRAWFORD HEALTH FACILITIES DEVELOPMENT CORPORATION

NOTICE IS HEREBY GIVEN TO THE CITY COUNCIL OF HORSESHOE BAY, TEXAS, PURSUANT TO SECTION 221.062 OF THE TEXAS HEALTH AND SAFETY CODE, that, on or about July 29, 2016 (or on such other date as determined by the board of directors of the Issuer), the Crawford Health Facilities Development Corporation (the "Issuer") intends to issue one or more subseries of its

CRAWFORD HEALTH FACILITIES DEVELOPMENT CORPORATION
TAXABLE REVENUE BONDS (LIFELINE VENTURES PROJECTS)
SERIES 2016A

(the "Bonds") in the initial principal amount of not to exceed $12,480,000 with a maximum stated maturity date of not later than September 1, 2057, in accordance with a Trust Indenture between the Issuer and Regions Bank, as trustee, relating to and securing the Bonds.

I. THE HEALTH FACILITIES

The proceeds of the Bonds will be loaned to LLV1, LP, a to-be-formed Texas limited partnership or an affiliate (the "Borrower"), and will be used for the purpose of providing funds to (i) finance a portion of the costs of acquiring, constructing, furnishing, and equipping three assisted living facilities, including approximately 74 total units made up of 58 assisted-living units and 16 memory care units, located on three separate sites in various counties in Texas, including the conversion of certain assisted living units to memory care units and the construction of a new 16-bed memory care facility (collectively, the "Project"), (ii) fund interest on the Series 2016A Bonds during lease up and construction of the Project, (iii) fund a debt service reserve fund for the Bonds, (iv) fund a replacement reserve fund for the Project and (iv) pay all or a portion of the costs of issuance of the Series 2016A Bonds, all as further described on Exhibit A attached hereto.

II. PROJECT COSTS

The projected costs of the Project and costs of issuance of the Bonds, to be paid with proceeds of the Bonds, are not expected to exceed $12,480,000. All costs described on Exhibit A in excess of $12,480,000 will be paid by the Borrower.

III. NECESSITY

The financing described above is necessary in order to provide, expand, and improve health facilities necessary to promote the present and prospective health, safety, and general welfare of

the people of the State of Texas; to improve the service capacity of the Project; and to improve the adequacy, cost, and accessibility of health care to the general public.

IV. USER

The user of the health facilities described herein will be the Borrower.

EXHIBIT A

The Project consists of three health facilities approximately described as follows: (i) Spanish Trail Assisted Living, which consists of the following two phases: (a) Phase I opened in 2011 and contains 14 rooms for 16 State licensed Type B Assisted Living residents, and (b) Phase II, a Certified Alzheimer's Facility (Memory Care) that opened in 2015 and contains 16 rooms for 16 State licensed Assisted Living Memory Care residents, located at 26409 TX-71, Horseshoe Bay, Llano County, Texas, 78657; (ii) Walden Court Assisted Living, a Type B Assisted Living Facility constructed in 2008 with over 26,000 square feet of living space and 20 studio units and 8 apartment units licensed for 36 residents with a plan to convert 16 existing rooms to Certified Alzheimer rooms (Memory Care), located at 701 E Young St, Llano, Llano County, Texas 78643; and (iii) The Paige House, which is a small Type A 16-bed Assisted Living Facility constructed in 2002 on 3 acres, is planned to have new permitting and construction completed for a 16-bed Certified Alzheimer Licensed (Memory Care) Facility, located at 2230 N Llano St, Fredericksburg, Gillespie County, Texas 78624.

Projected Sources and Uses of Funds:

Sources:

Bond	$	12,480,000
CIB Discount	$	(259,085)
Cash Equity	$	506,000
Total Sources:	**$**	**12,726,915**

Uses of Funds:

Acquisition Fund	$	8,170,000
Construction Fund	$	1,556,260
Working Capital Fund	$	98,546
Capitalized Interest	$	348,669
R&R Fund (6 month operating costs)	$	920,000
Debt Service Reserve Fund	$	908,649
Issuance Expenses	$	724,200
Rounding Amt	$	591
Total Uses of Funds:	**$**	**12,726,915**

Projected Purchase and Construction Costs:

Purchase and Construction Costs	Business Purchase Price	Land and new Construction Cost	Start up Ops Cost	Total Cost
Horseshoe Bay, Tx - Spanish Trail Acquisition 14 Rm/16 bed AL and 16 Rm /16 bed ALMC	$4,450,000	$-00	$-00	$4,450,000
Fredericksburg, Tx -Paige House Acquisition 16 bed AL with construction of 16 bed ALMC	$1,500,000	$1,556,915	$98,471	$3,155,387
Llano, Tx - Waldon Court 36 bed AL	$2,600,000	$-00	$-00	$2,600,000
Totals:	$8,550,000	$1,556,915	$98,471	**$10,205,387**

RESOLUTION APPROVING THE ISSUANCE OF CRAWFORD HEALTH FACILITIES DEVELOPMENT CORPORATION TAXABLE REVENUE BONDS (LIFELINE VENTURES PROJECTS), SERIES 2016A

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers the Crawford Health Facilities Development Corporation (the "Issuer") to issue revenue bonds on behalf of the City of Crawford, Texas (the "Sponsoring Entity") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the Sate of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, LLV1, LP, a to-be-formed Texas limited partnership or affiliated entity (the "User"), proposes to obtain financing from the Issuer from a portion of the proceeds of the Issuer's Revenue Bonds (Lifeline Ventures Projects), Series 2016A (the "Bonds") issued pursuant to the Act for the costs of certain health facilities consisting of three facilities (each a "Facility" and collectively referred to as the "Project") approximately described as follows: (i) Spanish Trail Assisted Living, which consists of the following two phases: (a) Phase I opened in 2011 and contains 14 rooms for 16 State licensed Type B Assisted Living residents, and (b) Phase II, a Certified Alzheimer's Facility (Memory Care) that opened in 2015 and contains 16 rooms for 16 State licensed Assisted Living Memory Care residents, located at 26409 TX-71, Horseshoe Bay, Llano County, Texas, 78657; (ii) Walden Court Assisted Living, a Type B Assisted Living Facility constructed in 2008 with over 26,000 square feet of living space and 20 studio units and 8 apartment units licensed for 36 residents with a plan to convert 16 existing rooms to Certified Alzheimer rooms (Memory Care), located at 701 E Young St, Llano, Llano County, Texas 78643; and (iii) The Paige House, which is currently a small Type A 16-bed Assisted Living Facility constructed in 2002 on 3 acres, is planned to have new permitting and construction completed for a 16-bed Certified Alzheimer Licensed (Memory Care) Facility, located at 2230 N Llano St, Fredericksburg, Gillespie County, Texas 78624.; and

WHEREAS, one of the Facilities, Spanish Trail Assisted Living, is located within the city limits of the City of Horseshoe Bay, Texas (the "City") and outside the limits of the Sponsoring Entity; and

WHEREAS, Section 221.030 of the Act, as amended, requires that the consent of a governmental unit in which the Facility is located be obtained prior to the issuance of the Bonds or the acquisition, rehabilitation, and equipping of the Facility; and

WHEREAS, the User has requested that the City give its approval and consent to the Project and to the issuance of the Bonds solely for the purpose of satisfying the provisions of Section 221.030 of the Act and for no other purposes whatsoever; and

WHEREAS, the City is willing to consider the User's request in order that the Bonds may be issued and the Project be acquired, rehabilitated, and equipped; and

WHEREAS, the City now desires to approve the Project and the issuance by the Issuer of the Bonds; and

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

1. Solely for the purpose of satisfying the provisions of Section 221.030 of the Act, the City hereby approves of and gives its consent to the Project and the issuance of the Bonds.

2. This Resolution is passed based on the express understanding and representation by the User that the Bonds do not and will not constitute in any way a liability or obligation of the City in any manner whatsoever.

3. **THIS RESOLUTION IS NOT TO BE CONSTRUED AS (I) A REPRESENTATION OR WARRANTY BY THE CITY, THE MAYOR OF THE CITY, THE COUNCIL, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE CITY THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATION ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS OR THE PROJECT WILL IN FACT BE PERFORMED; (II) A PLEDGE OF THE FAITH AND CREDIT OF THE CITY OR THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE CITY; OR (III) A REPRESENTATION OR WARRANTY BY THE CITY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

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

PASSED AND APPROVED this ___ day of July, 2016.

_____
Mayor
Horseshoe Bay, Texas

ATTEST:

_____
City Secretary
Horseshoe Bay, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
CITY OF HORSESHOE BAY

I, the undersigned City Secretary of HORSESHOE BAY, TEXAS (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the County convened in REGULAR MEETING ON THE 19th DAY OF JULY, 2016, at its regular meeting place in Horseshoe Bay, Llano County, Texas (the "Meeting"), and the roll was called of the duly constituted officers and members of the Council.

All members of the Council were present, except the following: David Pope thus constituting a quorum, whereupon among other business, the following was transacted at the Meeting, a written:

RESOLUTION APPROVING THE ISSUANCE OF CRAWFORD HEALTH FACILITIES DEVELOPMENT CORPORATION TAXABLE REVENUE BONDS (LIFELINE VENTURES PROJECTS), SERIES 2016A

(the "Resolution") was duly introduced for the consideration of the Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following votes:

AYES: _____ NOES: _____ ABSTENTIONS:_____

2. A true, full, and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been recorded in the Council's minutes of the Meeting pertaining to the adoption of the Resolution; the members of the Council were duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THIS 19th DAY OF JULY, 2016.

_____

Teresa L. Moore City Secretary
City of Horseshoe Bay, Texas

[SEAL]

Item # 8c

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, TRMC, City Secretary

RE: Approve Request by Council Member Clinesmith to attend the Texas Municipal League Annual Conference and Exhibition, October 4-7 in Austin

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On December 6, 2005, Council approved the City Council Expense Reimbursement and Meeting Policy which states:

Section 1.1 City Council Members Attendance of Meetings: Council Members shall notify the City Secretary of any meeting, training, or seminar to be attended and the cost associated with the meeting. The request to attend the meeting will be posted as an agenda item for consideration at the next regularly scheduled City Council meeting.

Registration for the event opens July 19 and the cost is $295 full registration and $160 for one-day registration. Meals are not included in registration.

Council Member Clinesmith does not need lodging.

Enclosures: None

Item # 9

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Department Heads

Re: Monthly Statistical Departmental Data Reports

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

Enclosures: Monthly Reports

CITY OF HORSESHOE BAY

CITY MANAGER

2015/2016 Activity Report

June

1. Conducted several Leadership Meetings with senior staff
2. Met with Council Member Cynthia Clinesmith
3. Conducted Monthly Employee Safety Meeting
4. Attended P& Z Workshop
5. Attended P& Z Meeting
6. Attended 2 Long Range Planning Committee Meetings
7. Met with Possible developers regarding Planned Development Ordinance
8. Met with Field Operation Employees
9. Met with Progressive Waste Collection representatives regarding poor customer service
10. Lunch with Corey Skahill – Local Edward Jones Representative
11. 30 day Onboarding Follow Up Interview
12. Met with Sound Design staff regarding new audio visual equipment for Council Chambers & Conference Room
13. Presented and introduced the meeting of TWCA at the Resort Banquet Room
14. Lunch with Jay Bauman retiring HSB Investigator
15. Attended Annual Seton Care-o-Van Auction in Burnet
16. Attended City Council Meeting
17. Met with Police Chief regarding short-term rentals
18. Attended POA Presidents Forum
19. Attended Retirement Party for 3 Police Personnel
20. Met with Auditors with Mayor, Council Member Pope, and Finance Director
21. Another Meeting with Progressive Waste Collection representatives regarding poor customer service
22. Attended the Budget Workshop
23. Conducted an Employee meeting with Police and Fire Dept. Personnel

May

1. Attended Annual Sports Club Banquet
2. Conducted Employee Safety Meeting
3. Attended and assisted with two Long Range Planning Committee Town Hall Meetings
4. Conducted an Employee breakfast with Fire Dept. Personnel
5. Met with Bill Smyrl regarding potential development
6. Met with Mike Riley of HSB regarding recycling
7. Met with Northland Cable representative regarding service in HSB
8. Met with Councilman Gray
9. Attended City Council Meeting
10. Conducted several Leadership Meetings with senior staff
11. Attended Sports Club Meeting
12. Met with Lynnette Morrison and Eric Winter
13. Attended HSB Business Alliance meeting
14. Took Teresa Moore to lunch for Birthday

15. Attended Long Range Planning Committee meeting
16. Gave a presentation to the Noon Club Rotary Club of Marble Falls
17. Conducted a Deer Study Group Meeting
18. Met with Ray Gill and Joe Morris regarding local Project
19. Other Various meetings with staff and misc. activities

April

1. Attended Senior Executive Institute of Leadership in Virginia
2. Conducted Employee Safety Meeting
3. Lunch with Mike Walsh
4. Attended NRA Event for City and received Grant
5. Conducted several Leadership Meetings with senior staff
6. Met with Patty Gillian
7. Lunch with rep from Progressive Waste
8. Attended City Council Meeting
9. Employee breakfast with Development Services
10. Attended STAR Women Fundraiser
11. Employee breakfast with Police Dept
12. Lunch Meeting with Dr. Craig and Partner
13. Met with Cottonwood Shores Mayor and HSB Mayor and staff
14. Met with Walker Partners Engineers
15. Lunch with Kent O'Brien local engineer
16. Attended TXDOT Rural TIP meeting in Mason
17. Attended Llano Co Code Enforcement meeting at Llano Annex
18. Other Various meetings with staff and misc activities

March

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

24. Attended Land Use Workshop
25. Met with new resident about internet subject
26. Met with Mike Walsh & Eric Winter

February

1. Conducted Employee Safety Meeting
2. Conference Call with City Attorney
3. Attended P&Z Mtg
4. Toured Lake LBJ with LCRA rep regarding Milfoil
5. Conference Call with PEC regarding Internet Project
6. Attended Long Range Planning Committee
7. Conducted Deer Study Group Meeting
8. Met with Trails POA members regarding roads
9. Attended Dinner with former State Representative & Mayor Jordan
10. Conducted a Staff Meeting
11. Met with Jason Caraway of Spanish Trails
12. Lunch with Fire Chief
13. Conference Call with Impact Fee Consultant
14. Conference Call with Survey Consultant
15. Attended City Council Meeting
16. Met with Ted Burget, Diana Wright, Jeff K, Eric W, and Mayor
17. Conducted a Staff Meeting
18. Met with Councilman Gray regarding Draft of Sign Ordinance Amendment
19. Attended HSB Business Alliance mtg at Fire Station
20. Met with Councilman Gray regarding Draft of Sign Ordinance Amendment
21. Met with Bob Rapp and Dick Heilman of Oak Ridge
22. Met with Lori Brix regarding learning about library opportunities
23. Conducted Deer Study Group Meeting
24. Lunch with Mike Hodge Marble Falls City Manager
25. Attended Marble Falls Chamber of Commerce Annual Banquet as guest of First Capital Bank of Texas
26. Met with Reagan Lambert

January

1. Met with Fire Chief
2. Conducted Employee Safety Meeting
3. Conducted a Staff Meeting
4. Conducted a Development Review Committee Mtg with Senior Staff
5. Attended P&Z Mtg
6. Conducted Conference Call with City Attorney for Annexation
7. Attended Long Range Planning Committee
8. Met with Jayne Mortenson of HC Builders Assoc for Breakfast mtg
9. Hosted Mike Hodge City Manager of MFs for lunch in HSB
10. Met with a representative for a rancher to answer questions on Dev Agreement
11. Attended City Council Workshop
12. Met with rancher to answer questions on Dev Agreement
13. Conducted a Stakeholder Interview for the Long Range Planning Committee (Mike Widler)
14. Conducted a Tour of City Utility facilities for 2 new Councilmembers
15. Wife and I hosted Mike Hodge City Manager of MFs & Wife for dinner at Yacht Club

16. Met with a Consultant with Eric Winter for Long Range Planning Committee
17. Met with Sue Breland a Survey Consultant for Long Range Planning Committee
18. Attended City Council Meeting
19. Met with Councilman Gray
20. Attended and entered the Chili cook-off dinner at Church at HSB
21. Attended Meeting with US Representative Mike Conoway
22. Attended Long Range Planning Committee
23. Conducted Conference Call with Eric Winter with Consultant for Long Range Planning Committee
24. Met with a representative of local wireless internet provider VGI
25. Met with a property owner of land along 311 & 2831
26. Rode around with an owner of several mobile homes in HSB South seeing improvements
27. Conducted a Stakeholder Interview for the Long Range Planning Committee (Ray Gill)
28. Met with Councilman Lambert and a local resident that has insight for Internet discussion
29. Attended ESD Meeting and spoke in support of ESD offer to purchase AEDs for PDs Patrol cars
30. Wife & I attended/invited to a dinner with First Capital Bank of Texas representatives at Yacht Club
31. Met with Jayne Mortenson of HC Builders Assoc. & Justin MacDonald a Regional Builder and Builder Representative for Texas nation-wide
32. Attended 2nd Annual HC Home Builders event at La Quinta
33. Met with Jan and Roy Busse regarding the Gynergy Project

December

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

November

1. Attended City Anniversary Event at Yacht Club
2. Conducted Employee Safety Meeting
3. Attended P & Z meeting

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

October

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

CITY OF HORSESHOE BAY

INVESTMENT REPORT
AS OF JUNE 30, 2016

ACCOUNT	INTEREST RATE	5/31/2016	INTEREST	OTHER DEBITS/ CREDITS	6/30/2016
UTILITY FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 112,633	$ 30	$ 87,555	$ 200,418
UTILITY FUND OPERATING	0.30%	$ 299,794	$ 89	$ (17,203)	$ 282,680
TOTAL - AMERICAN BANK		$ 412,627	$ 119	$ 70,352	$ 483,099
TEXPOOL					
LCMUD#1 CAPITAL RECOVERY	0.36%	$ 34,246	$ 10	$ (924)	$ 33,332
RATE STABILIZATION FUND	0.36%	$ 1,085,356	$ 293	$ (568,735)	$ 516,914
TOTAL - TEXPOOL		$ 1,119,602	$ 303	$ (569,659)	$ 550,247
TOTAL UF ACCOUNTS		$ 1,532,229	$ 422	$ (499,306)	$ 1,033,345
GENERAL FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 30,038	$ -	$ 210,345	$ 240,383
GENERAL FUND OPERATING	0.30%	$ 166,948	$ 26	$ 29,860	$ 196,833
GENERAL FUND LOT MOWING	0.05%	$ 36,004	$ 2	$ (26,842)	$ 9,164
PD ACCOUNT	0.10%	$ 8,894	$ 1	$ (1)	$ 8,894
TOTAL - AMERICAN BANK		$ 241,883	$ 29	$ 213,362	$ 455,274
TEXPOOL					
GENERAL FUND OPERATING	0.36%	$ 3,639,037	$ 1,104	$ (434,638)	$ 3,205,503
GENERAL FUND RESERVE	0.36%	$ 2,600,712	$ 712	$ (648)	$ 2,600,776
TOTAL - TEXPOOL		$ 6,239,749	$ 1,816	$ (435,286)	$ 5,806,279
TOTAL GF ACCOUNTS		$ 6,481,632	$ 1,845	$ (221,924)	$ 6,261,553
CAPITAL PROJECTS FUND INVESTMENTS					
AMERICAN BANK					
DISBURSEMENT ACCOUNT	0.10%	$ 28,130	$ -	$ 4,144	$ 32,274
TEXPOOL					
CAPITAL PROJECTS FUND 7	0.36%	$ 35,161	$ 17	$ (12,572)	$ 22,606
HORSESHOE CREEK TR FUND 6	0.36%	$ 22,913	$ 7	$ 0	$ 22,920
TOTAL CAPITAL PROJECTS		$ 86,203	$ 24	$ (8,427)	$ 77,800
INTEREST & SINKING FUND					
TEXPOOL					
INTEREST & SINKING	0.36%	$ 259,302	$ 80	$ 23,005	$ 282,387
TOTAL I&S ACCOUNTS		$ 259,302	$ 80	$ 23,005	$ 282,387
TOTAL CITY ACCOUNTS		**$ 8,359,366**	**$ 2,371**	**$ (706,652)**	**$ 7,655,085**
AGENCY FUND INVESTMENTS					
ESCONDIDO PID					
AMERICAN BANK	0.05%	$ 12,889	$ 1	$ (10,298)	$ 2,592
SUMMIT ROCK PID					
TEXPOOL	0.36%	$ 1,563,542	$ 448	$ (1,981)	$ 1,562,009
TOTAL - SUMMIT ROCK		$ 1,563,542	$ 448	$ (1,981)	$ 1,562,009
TOTAL AGENCY FUND ACCOUNTS		**$ 1,576,431**	**$ 448**	**$ (12,279)**	**$ 1,564,600**

TAX COLLECTIONS			
2015 TAXES COLLECTED TO DATE	6/30/2016	$ 4,156,800	98.48%
2014 TAXES COLLECTED TO DATE	6/30/2015	$ 4,017,369	98.47%

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

Stan R. Farmer
City Manager/Investment Officer

Larry O. Anderson
Finance Director/Investment Officer

CITY OF HORSESHOE BAY

ADMINISTRATION DEPARTMENT
MONTHLY FINANCIAL REPORT
AS OF JUNE 30, 2016

Investment Report:

All account balances reflected are as of JUNE 30, 2016. The total of all City accounts was $7,655,085. Interest earned on all accounts totaled $2,371. The TexPool average interest rate for the month of JUNE was .36% as compared to .06% for the month of JUNE last year.

Utility Fund:
The total of the Utility Fund accounts was $1,033,345 comprised of $483,099 in the operating accounts at American Bank of Texas, and $550,247 in TexPool.

General Fund:
The total of the General Fund accounts was $6,261,553 comprised of $455,274 in the operating accounts at American Bank of Texas, and $5,806,279 in TexPool.

Capital Projects Fund:
The account balance of the Capital Projects Fund at TexPool was $77,800 and $32,274 at American Bank.

Interest and Sinking Fund:
The account balance of the Interest and Sinking Fund at TexPool was $282,387.

Agency Funds:
The Escondido PID account balance at American Bank of Texas was $2,592. The account balance of the Summit Rock PID account at TexPool was $1,562,009.

Tax Collections:
The 2015 taxes collected as of JUNE 30, 2016 total $4,156,800. At a collection rate of 98.48 %, as compared to 98.47% collected at this same time last year.

A copy of the JUNE 30, 2016 Investment Report is attached for your review.

Operating Budget Reports:

All Budget Reports are as of JUNE 30, 2016.

Utility Fund:
The budget reflects that the Utility Fund YTD revenues were $4,107.33 more than budgeted and the Utility Fund YTD expenses are under budget by $159,926.12.

General Fund:
The General Fund YTD revenues were $10,952.35 more than budgeted and the General Fund YTD expenses were under budget by $89,858.64.

Capital Projects Fund:
The Capital Projects Fund YTD revenues were $36.91 less than budgeted and the Capital Projects Fund YTD expenses were under budget by $4,555.85.

Debt Service Fund:
The Debt Service Fund YTD revenues were $366,054.32 more than budgeted and the Debt Service YTD Expenses were zero.

A copy of the Budget Summary for Utility & General Fund is attached for your review.

Safety (see attached report for details):

Accident Totals for Fiscal Year:	FY 2016:	FY 2015:
Accidents Reported in JUNE:	1	0
Total Accidents YTD:	13	5
Lost-Time Accidents YTD:	1	1

During the June 7, 2012 Safety Meeting, Rob Parsley, Plant Operations, talked about an electrical accident that happened to him on April 1. He explained what had happened and showed some pictures related to the accident. He advised that electrical safety is important to anyone. Rob showed some pictures from a May 24, 2016 incident where a breaker box had water in it, near a switch and talked about the dangers associated with that – dangerous enough that it could've resulted in a fatal accident. Homes have breaker boxes, and if you don't work with electricity at work, you need to be conscientious of it while working at your home. Rob showed two videos. One was a demo of an Arc blast at a temperature of 35,000° F! The second video provided safety tips, as well as how to administer first aide for an electrical injury. The Institute of Electrical & Electronics Engineers reports that over 2,000 workers are admitted to a burn unit annually. In 2012, 156 workers died from workplace electrical accidents.

Larry O. Anderson

Finance Director

SAFETY MEETING MINUTES
TUESDAY, JUNE 07, 2016
8:00 A.M.

Stan Farmer called the meeting to order at approximately 8:00 a.m. There were 45 employees in attendance. The meeting was hosted by Plant Operations who provided refreshments of breakfast tacos along with coffee, milk, and juice.

I. **ANNOUNCEMENTS:**

Recognized Council Members/Special Guests:

Announced New Employees: Stefani Wright (Accounting Supervisor – 05/09); Jenifer Holland (Police Dispatcher – 05/17); Lezley Baum (Project Administrator – 05/18); Hunter Suelzer (HR Intern – 05/23)

Status Change: Shelly Elliott was converted from a part-time employee to a full-time employee, effective 05/23

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

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

Dept.	Name	Date	Yrs		Dept.	Name	Date	Yrs
Fire	Ben Miller	06/11/2010	6		Dev Svcs	Eric Winter	06/18/2007	9
Streets	Tim Foran	06/20/2012	4		Plant	Ben Bales	06/23/2015	1
Fire	Thad Martin	06/26/2012	4		Police	Garth Davis	06/30/2013	3

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

Dept.	Name	Date		Dept.	Name	Date
An Cntl	Randy Lane	3		Plant	Josh Hisey	6
Plant	Cody Layton	16		Admin	Connie Harris	28
Fire	Kyle Schmidt	28				

Employee Announcements: Births/Marriages/Awards/Etc.

Miscellaneous Announcements:

- **Council Meeting:** (Park in Lower Lot) The next City Council Meeting is scheduled for June 21, 2016 at 3:00 p.m. A Budget Workshop with the Council will also be held on Tuesday, June 28, 2016 at 9:00 a.m.
- **Next Holiday:** The next holiday – Monday, July 4, 2016 for Independence Day.
- **Next Safety Meeting:** Tuesday, July 12, 2016, sponsored by the Administration Department.
- **Accidents:** Stan reviewed the accidents for the month of May.

Totals for Fiscal Year:	FY 2016:	FY 2015:
• Accidents Reported in May:	1	0
• Total Accidents YTD:	12	5
• Lost-Time Accidents YTD:	1	1

II. **PROGRAM:** Rob Parsley, Plant Operations, talked about an electrical accident that happened to him on April 1. He explained what had happened and showed some pictures related to the accident. He advised that electrical safety is important to anyone. Rob showed some pictures from a May 24, 2016 incident where a breaker box had water in it, near a switch and talked about the dangers associated with that – dangerous enough that it could've resulted in a fatal accident. Homes have breaker boxes, and if you don't work with electricity at work, you need to be conscientious of it while working at your home. Rob showed two videos. One was a demo of an Arc blast at a temperature of 35,000° F! The second video provided safety tips, as well as how to administer first aide for an electrical injury. The Institute of Electrical & Electronics Engineers reports that over 2,000 workers are admitted to a burn unit annually. In 2012, 156 workers died from workplace electrical accidents.

III. **Other Announcements by Managers/Question and Answer Session:** Atta-Boys/Girls: Austin Henley & Bronson Ratliff for rendering aide to a citizen; Keith Payne and Carlos Almaguer for administering aide to a citizen; Jessica Noaker for alerting PD about suspicious behavior of a citizen who came in to pay a ticket, which resulted in an arrest; Development Services for their great work with a surveyor; Travis McRee for his professionalism while issuing a citation; Tim Foran for assisting a lady with her garbage; Richard Baum for his enforcement of code violations; Lewis Young for customer service; recognition to a group who volunteered on a Saturday for a Household Hazardous Waste Clean-Up.

IV. **Door Prize Drawing:** After the program, 45 numbers were in the drawing pool. Numbers were drawn, and the lucky winners were #17, Teresa Moore and #40, Jeff Koska. Each received a $20 gift card.

V. **ADJOURN:** There being no further business; the meeting was adjourned at approximately 9:02 a.m.

Submitted by: Vicki Briggs, Human Resources Administrator

Human Resources Report:

JUNE 2016

Job Openings as of JUNE 30, 2016:

- Animal Control Officer – Part-Time – 1
- Plant Operator – 1
- Police Officer - 1

June New Hires:

- None

Internal Transfers:

- Jason Graham transferred to CID/Shift Commander, effective 06/26/16

Turnover:
JUNE: 3
Total 2016: 8
Total FY 2015 - 2016: 12

Headcount as of JUNE 30, 2016:

- Full Time Employees: 77
- Part Time Employees: 12
- **Total Number of Employees: 89**

The following employees observed City anniversaries in JUNE:

Dept.	Name	Date	Yrs		Dept.	Name	Date	Yrs
Fire	Ben Miller	06/11/2010	6		Dev Svc	Eric Winter	06/18/2007	9
Streets	Tim Foran	06/20/2012	4		Plant	Ben Bales	06/23/2015	1
Fire	Thad Martin	06/26/2012	4		Police	Garth Davis	06/30/2013	3

Miscellaneous:

- Council began completing Skillscope 360° Feedback Assessments on Stan Farmer, City Manager. Upon receipt of Stan's scored report, we will begin scheduling feedback meeting with Participants.
- Our HR Intern has cleaned up all of the personnel files so that we are 100% in compliance. Through this process, we have begun an audit to ensure employees have the certifications required for their job and that the certifications are on file.
- We are in the process of developing new policies and modifying some existing policies in order to update our Personnel Policies.
- We updated our Human Resources internet page and are working on developing a Human Resources intranet that will include forms, the personnel policies and other various communications for employees to access online. This will also allow us to move further ahead in our new hire onboarding process.
- We have evaluated various applicant tracking systems to determine the best fit for the City with intentions to begin implementation in July.
- We are currently seeking an Employment Law Attorney/Firm who will assist Human Resources with policies, training, personnel law matters, investigations, wage and hour claims and all other issues related to employment law and regulations.
- Under the direction of the City Manager, HR is looking at options to allow all full-time employees to participate in the Myers-Briggs Type Indicator (MBTI). MBTI provides employees an insight to ways they might work better with others. More information will be made available in the next couple of months. (Continuation from last month's report)
- We are working toward developing training programs for supervisors in areas such as FMLA, Harassment Prevention, Behavioral Interviewing and Performance Evaluations. Harassment training for all employees will also be developed and presented. (Continuation from last month's report)

TEXPOOL - MONTHLY EXPENSE TRANSFERS

Jun-16

ACCOUNT	ACCOUNT #	AMOUNT	PURPOSE
GENERAL FUND	7894300001		
		300,000.00	A/P & PAYROLL
		200,000.00	A/P & PAYROLL
STREET SIGN FUND	7894300002		
LLANO CO MUD- CAPITAL RESERVE	7894300003		
		923.71	CAPITAL PAYMENT
CAPITAL PROJECTS	7894300004		
		4,143.61	PAYROLL
		254,515.56	ACCOUNTS PAYABLE
		4,144.01	PAYROLL
HORSESHOE CREEK TRAIL PARK	7894300006		
RATE STABILIZATION FUND	7894300008		
		275,000.00	A/P & PAYROLL
		253,692.00	ACCOUNTS PAYABLE
		40,895.00	ADM FEES
GENERAL OPERATING RESERVE	7894300009		
		712.33	MONTHLY INTEREST
SUMMIT ROCK	7894300011		
INTEREST & SINKING	7894300012		

City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

1 - Utility Fund

From 6/1/2016 Through 6/30/2016

Acco... Type	Account Code	Account Title	Current Period Budget $ - Original	Current Period Actual $	Current Period Budget $ Variance - Original	YTD Budget $ - Original	YTD Actual	YTD Budget $ Variance - Original	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining
	40000	Revenues									
REV	1001	WATER - PRODUCTION	228,056.00	190,397.96	(37,658.04)	2,080,168.00	2,052,202.37	(27,965.63)	3,217,000.00	(1,164,797.63)	(36.20)%
REV	2001	WASTEWATER - TREATMENT	195,374.00	208,679.07	13,305.07	1,676,694.00	1,706,901.18	30,207.18	2,279,500.00	(572,598.82)	(25.11)%
REV	3001	SOLID WASTE - RECYCLING	67,145.00	67,175.86	30.86	604,305.00	603,863.96	(441.04)	805,750.00	(201,886.04)	(25.05)%
REV	4000	STANDBY	123.00	167.87	44.87	1,107.00	2,005.40	898.40	1,500.00	505.40	33.69%
REV	9999	INTEREST INCOME	300.00	296.02	(3.98)	2,700.00	4,108.42	1,408.42	3,750.00	358.42	9.55%
Total REV			490,998.00	466,716.78	(24,281.22)	4,364,974.00	4,369,081.33	4,107.33	6,307,500.00	(1,938,418.67)	(30.73)%
	50000	Expenses									
EXP	1000	ADMINISTRATION	155,988.00	186,820.80	(30,832.80)	1,503,309.00	1,530,701.36	(27,392.36)	1,989,500.00	458,798.64	23.06%
EXP	1001	WATER - PRODUCTION	68,592.00	84,439.71	(15,847.71)	628,886.00	594,899.32	33,986.68	844,250.00	249,350.68	29.53%
EXP	1002	WATER - DISTRIBUTION	52,395.00	60,035.32	(7,640.32)	480,753.00	379,509.10	101,243.90	670,250.00	290,740.90	43.37%
EXP	2001	WASTEWATER - TREATMENT	24,642.00	34,019.21	(9,377.21)	245,925.00	237,937.83	7,987.17	312,750.00	74,812.17	23.92%
EXP	2002	WASTEWATER - COLLECTION	66,103.00	108,370.78	(42,267.78)	616,292.00	592,324.53	23,967.47	845,500.00	253,175.47	29.94%
EXP	3001	SOLID WASTE - RECYCLING	52,103.00	5,327.35	46,775.65	468,826.00	448,692.74	20,133.26	629,750.00	181,057.26	28.75%
Total EXP			419,823.00	479,013.17	(59,190.17)	3,943,991.00	3,784,064.88	159,926.12	5,292,000.00	1,507,935.12	(28.49)%
		Total 1 - Utility Fund	71,175.00	(12,296.39)	(83,471.39)	420,983.00	585,016.45	164,033.45	1,015,500.00	(430,483.55)	(42.39)%

City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

2 - General Fund

From 6/1/2016 Through 6/30/2016

Acco... Type	Account Code	Account Title	Current Period Budget $ - Original	Current Period Actual $	Current Period Budget $ Variance - Original	YTD Budget $ - Original	YTD Actual	YTD Budget $ Variance - Original	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining
	40000	Revenues									
REV	1000	ADMINISTRATION	44,225.00	47,525.84	3,300.84	424,995.00	446,757.34	21,762.34	551,000.00	(104,242.66)	(18.91)%
REV	5000	FIRE	19,550.00	23,628.22	4,078.22	198,850.00	211,902.84	13,052.84	242,500.00	(30,597.16)	(12.61)%
REV	6000	EMERGENCY SERVICE DISTRICT	750.00	750.00	0.00	6,750.00	6,750.00	0.00	9,000.00	(2,250.00)	(25.00)%
REV	7000	TAX	375,125.00	393,230.86	18,105.86	3,486,085.00	3,509,107.41	23,022.41	4,727,500.00	(1,218,392.59)	(25.77)%
REV	8000	POLICE	0.00	0.00	0.00	2,500.00	14,065.10	11,565.10	2,750.00	11,315.10	411.45%
REV	9500	DEVELOPMENT SERVICES	6,203.00	12,082.00	5,879.00	89,448.00	95,650.00	6,202.00	91,500.00	4,150.00	4.53%
REV	9600	STREET MAINTENANCE	26,000.00	28,297.56	2,297.56	575,097.00	578,462.89	3,365.89	676,500.00	(98,037.11)	(14.49)%
REV	9800	MOWING & CLEARING	2,000.00	45,200.36	43,200.36	445,051.00	366,921.72	(78,129.28)	486,000.00	(119,078.28)	(24.50)%
REV	9999	INTEREST INCOME	0.00	1,906.28	1,906.28	2,500.00	12,611.05	10,111.05	2,500.00	10,111.05	404.44%
Total REV			473,853.00	552,621.12	78,768.12	5,231,276.00	5,242,228.35	10,952.35	6,789,250.00	(1,547,021.65)	(22.79)%
	50000	Expenses									
EXP	1000	ADMINISTRATION	88,969.00	148,411.98	(59,442.98)	1,384,483.00	1,431,539.94	(47,056.94)	1,861,750.00	430,210.06	23.10%
EXP	5000	FIRE	133,508.67	132,903.51	605.16	1,305,253.36	1,302,785.88	2,467.48	1,725,500.00	422,714.12	24.49%
EXP	8000	POLICE	139,292.00	156,019.51	(16,727.51)	1,356,449.00	1,253,840.58	102,608.42	1,787,500.00	533,659.42	29.85%
EXP	9000	ANIMAL CONTROL	6,148.00	6,741.30	(593.30)	129,669.00	120,515.13	9,153.87	147,750.00	27,234.87	18.43%
EXP	9500	DEVELOPMENT SERVICES	25,569.00	28,862.16	(3,293.16)	244,282.00	226,375.51	17,906.49	323,250.00	96,874.49	29.96%
EXP	9600	STREET MAINTENANCE	12,082.00	13,656.93	(1,574.93)	158,524.00	151,606.68	6,917.32	230,000.00	78,393.32	34.08%
EXP	9800	MOWING & CLEARING	52,332.00	85,949.00	(33,617.00)	316,160.00	318,298.00	(2,138.00)	628,000.00	309,702.00	49.31%
Total EXP			457,900.67	572,544.39	(114,643.72)	4,894,820.36	4,804,961.72	89,858.64	6,703,750.00	1,898,788.28	(28.32)%
		Total 2 - General Fund	15,952.33	(19,923.27)	(35,875.60)	336,455.64	437,266.63	100,810.99	85,500.00	351,766.63	411.42%

CITY OF HORSESHOE BAY

COMMUNITY SERVICES DEPARTMENT DIRECTOR'S REPORT

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

June 2016 (May 11 – June 12 Billing Cycle)	Jun-16	*Jun-15*
Water Produced for Sale:	**42.01** MG	*37.18 MG*
Known Leaks and Accounted Uses:	*7.751* MG	*4.242 MG*
Unknown Water Loss:	*2.71* MG	*1.44 MG*
Water Sold To Public:	**31.55** MG	***31.50*** *MG*
Maximum Daily Flow:	3.12 MG	*2.64 MG*
Average Daily Flow:	1.40 MG	*1.24 MG*
Total Water Production for Fiscal Year:	**363.01** MG	***319.61*** *MG*
*Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)**	34.1%	*29.3%*

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

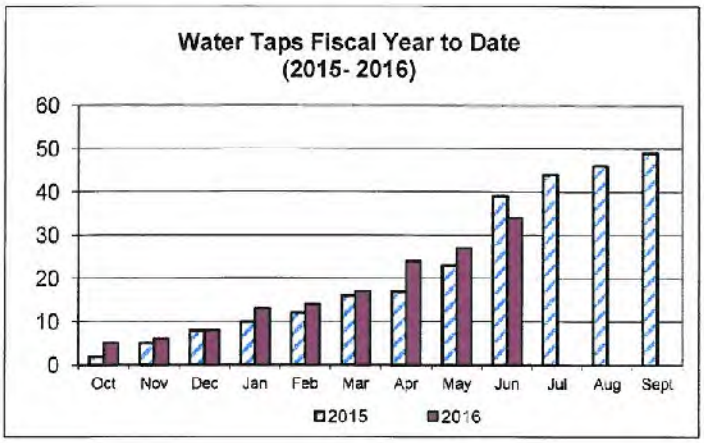
June 2016 Wastewater Treatment	Jun-16	*Jun-15*
Treated Wastewater:	**17.08** MG	***16.63*** *MG*
% Water Sold:	54%	*53%*
Maximum Daily Flow:	0.756 MG	*0.767 MG*
Average Daily Flow:	0.569 MG	*0.554 MG*
Total Wastewater Treated for Fiscal Year:	**145.19** MG	***141.32*** *MG*
Effluent Pumped to Golf Courses & Other Reuse Stites:	25.83 MG	*20.65 MG*
Year-to-Date Percent of Water Sold :	48%	*55%*

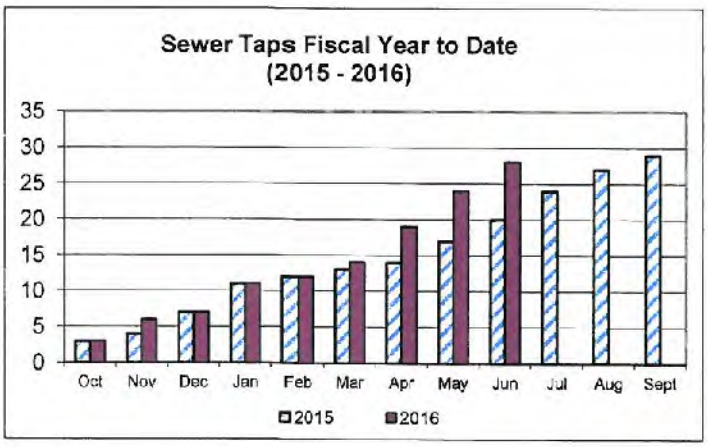
Average Wastewater Flow from Cottonwood Shores (for June 2016) was 71,000 gallons per day, which is74% of the contract amount (96,000 gallons per day).

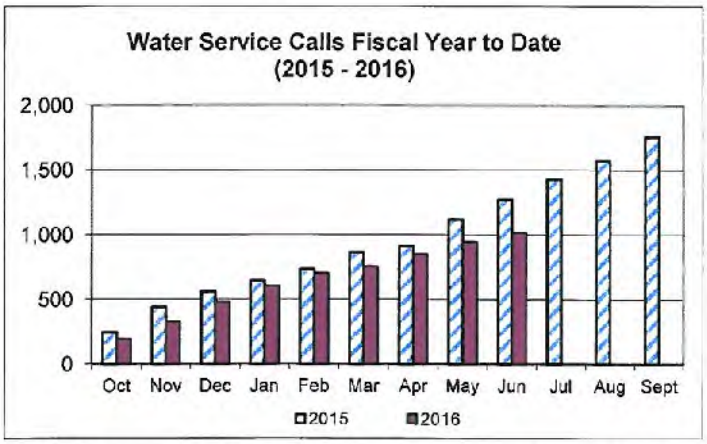
	O-15	N-15	D-15	J-16	F-16	M-16	A-16	M-16	J-16	J-16	A-16	S-16	YTD
Raw Water (MG)	78.66	62.79	41.27	41.56	37.95	41.13	41.61	42.48	49.99	0.00	0.00	0.00	437.43
Water Produced (MG)	72.28	57.42	30.40	30.13	26.26	31.07	37.43	36.01	42.01	0.00	0.00	0.00	363.01
Known Leaks And Accounted Uses (MG)*	10.64	5.26	3.77	5.58	0.77	1.28	2.40	6.15	7.75	0.00	0.00	0.00	43.59
Water Loss (MG)*	1.81	5.24	2.53	1.29	0.89	0.23	3.31	0.73	2.71	0.00	0.00	0.00	18.72
*Water Loss %***	*2.5%*	*9.1%*	*8.3%*	*4.3%*	*3.4%*	*0.7%*	*8.8%*	*2.0%*	*6.4%*				*5.2%*
Water Sold (MG)	59.83	46.92	24.11	23.26	24.61	29.56	31.72	29.14	31.55	0.00	0.00	0.00	300.70
Treated Wastewater (MG)	17.35	16.10	15.23	14.49	14.69	16.83	15.10	18.33	17.08	0.00	0.00	0.00	145.19
Treated Wastewater as % of Water Sold	*29%*	*34%*	*63%*	*62%*	*60%*	*57%*	*48%*	*63%*	*54%*				*48%*

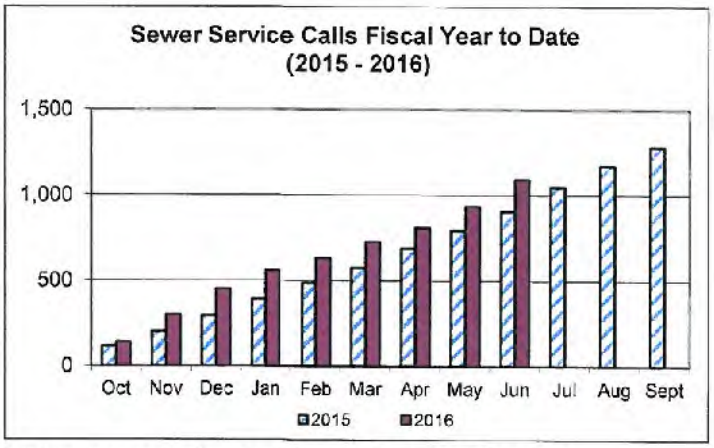
*** October Known Leaks included two large volume line leaks (one which was in an unihabited area that ran for a long period) and extensive flushing to maintain Chlorine levels.**

CITY OF HORSESHOE BAY

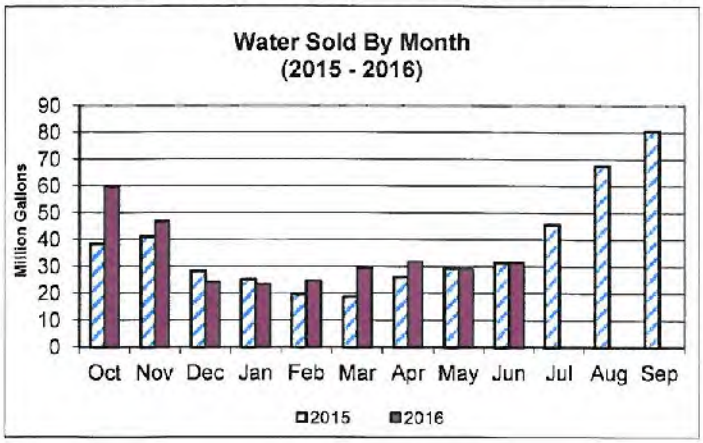


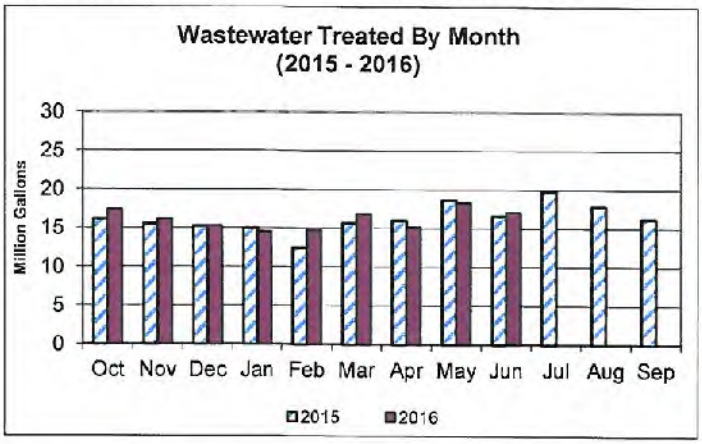






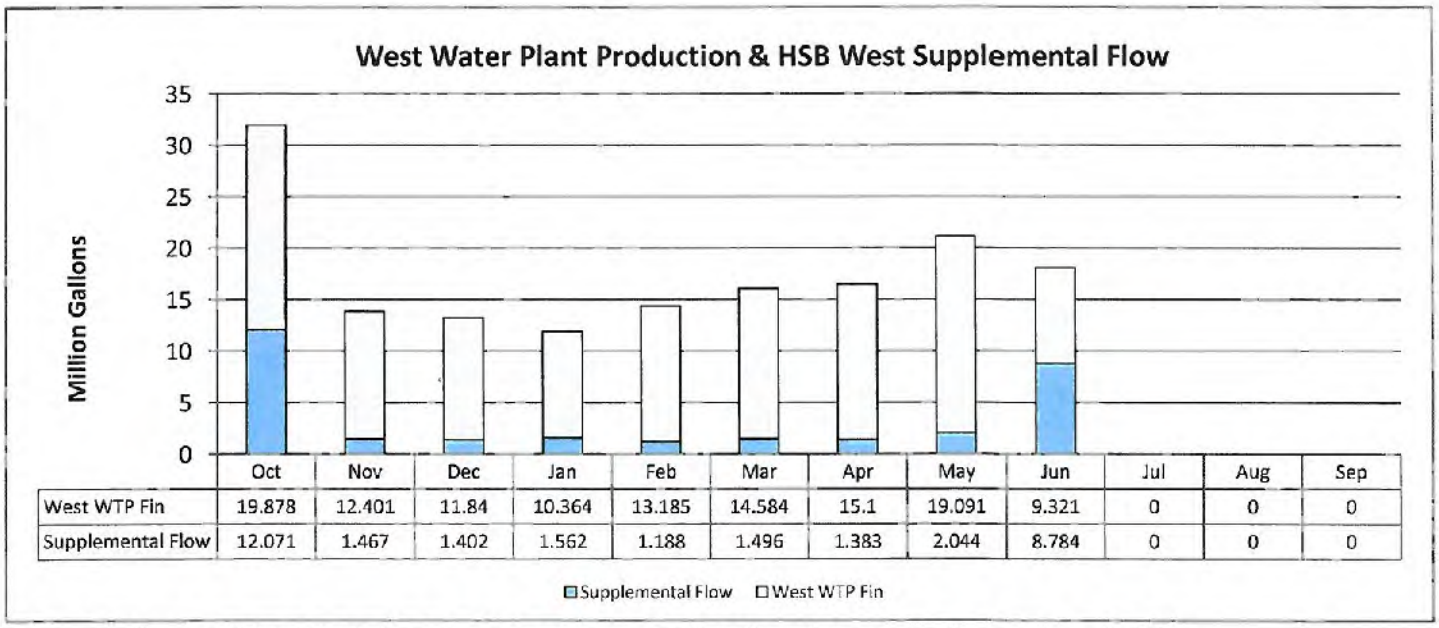
↑ Differecne in 2015 to 2016 adjustment in accounting multiple meter work activities as single workorders





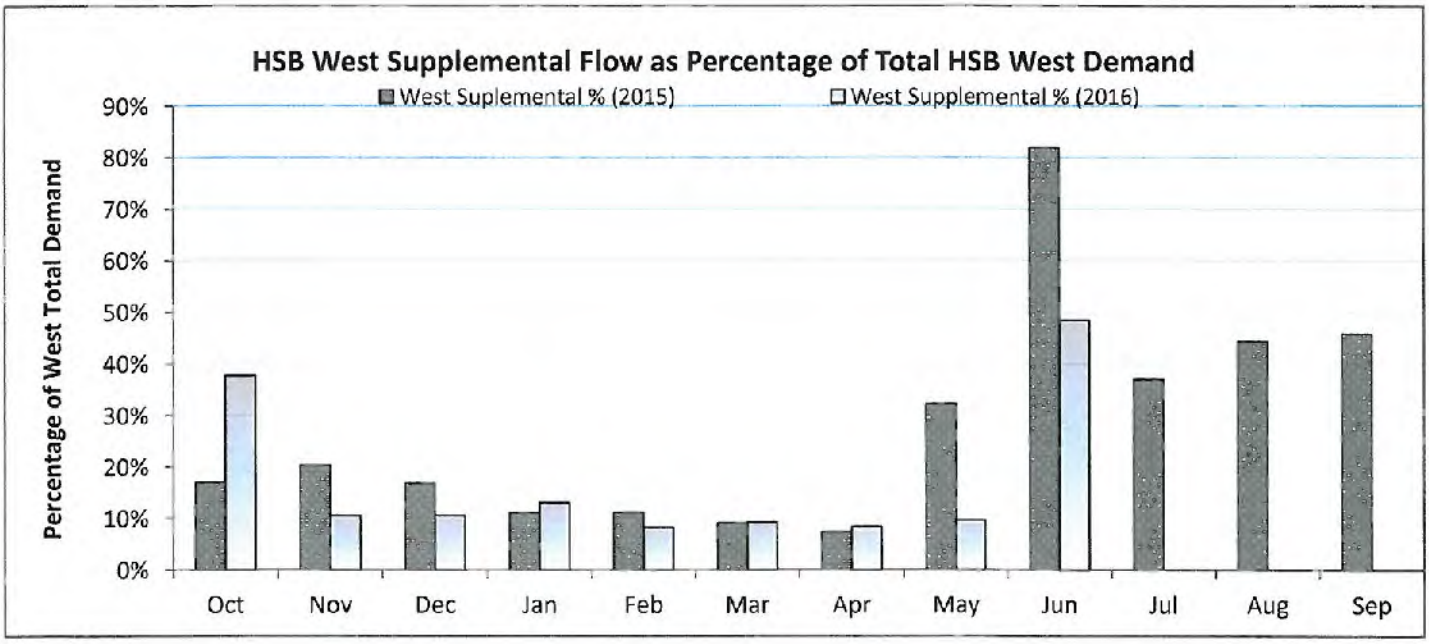
All Water Sold and Wastewater Treatment Sold is based the billing cycle and not calendar dates.

CITY OF HORSESHOE BAY

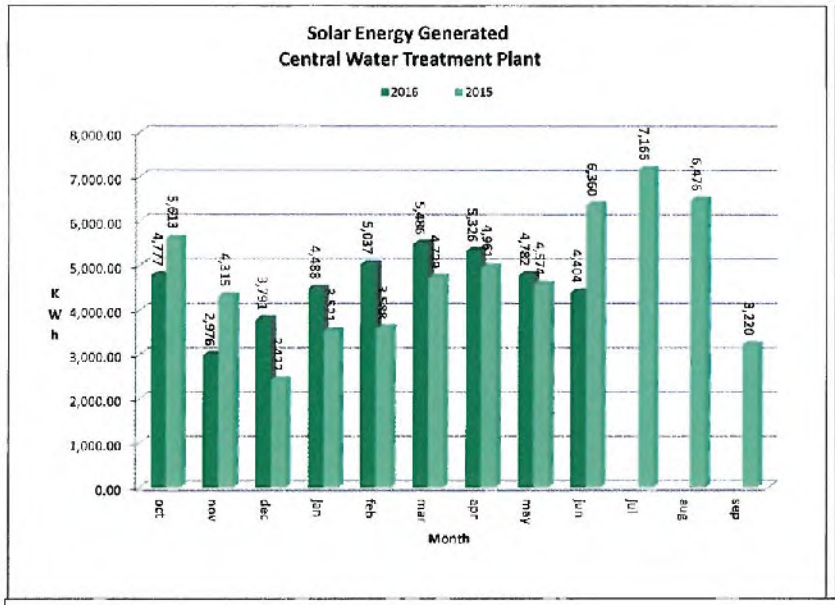


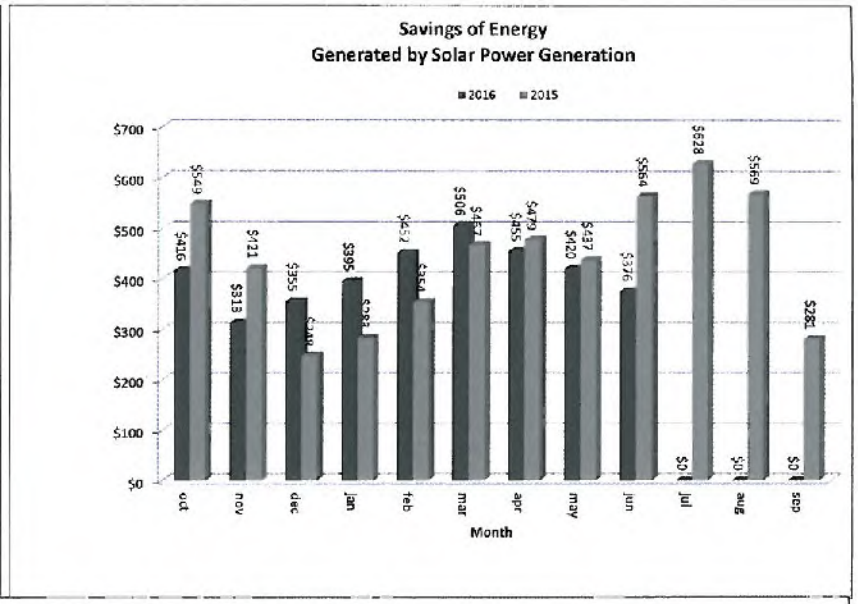
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
West WTP Fin	19.878	12.401	11.84	10.364	13.185	14.584	15.1	19.091	9.321	0	0	0
Supplemental Flow	12.071	1.467	1.402	1.562	1.188	1.496	1.383	2.044	8.784	0	0	0

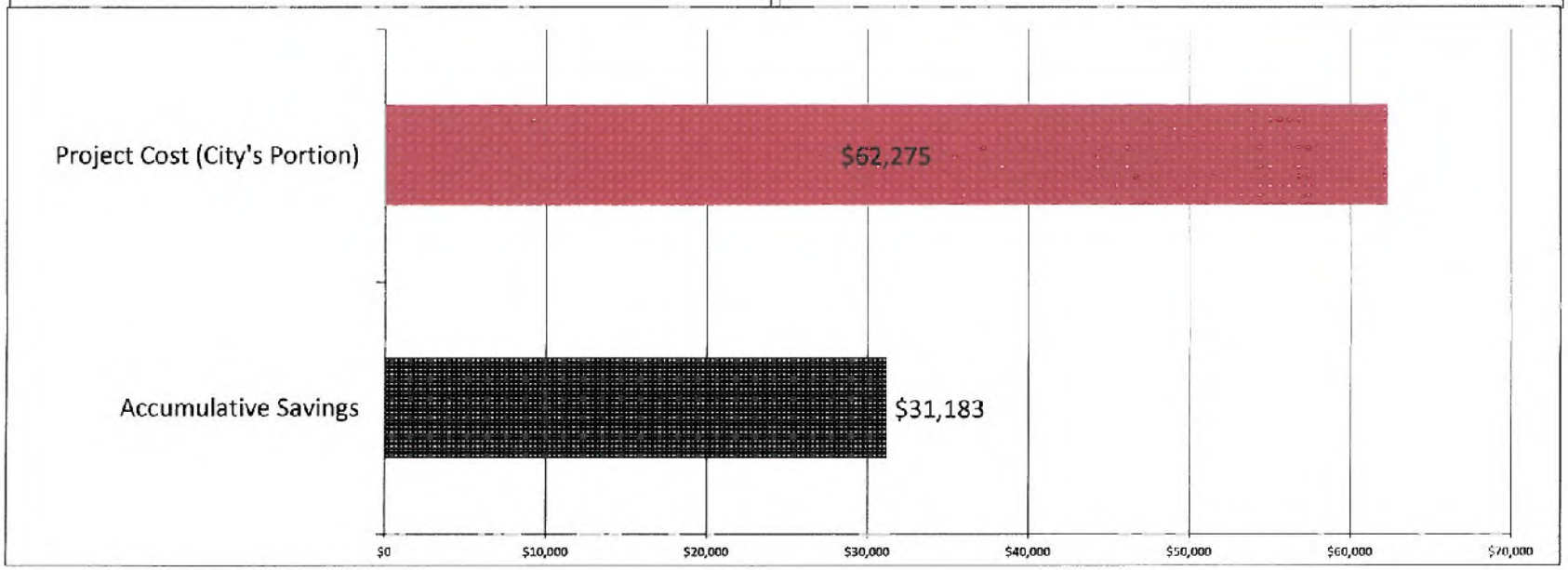
*February flows at West Plant down due to replacement of section of raw water line on Water's Edge.



P.O. Box 7765 ✯ Horseshoe Bay, Texas 78657-7765 ✯ 830/598-8741 FAX: 830/598-8744 ✯ www.horseshoe-bay-


Solar Energy Generated
Central Water Treatment Plant
2016
2015
KWh
8,000.00
7,000.00
6,000.00
5,000.00
4,000.00
3,000.00
2,000.00
1,000.00
0.00
oct
nov
dec
jan
feb
mar
apr
may
jun
jul
aug
sep
Month


Savings of Energy
Generated by Solar Power Generation
2016
2015
$700
$600
$500
$400
$300
$200
$100
$0
oct
nov
dec
jan
feb
mar
apr
may
jun
jul
aug
sep
Month


Project Cost (City's Portion)
$62,275
Accumulative Savings
$31,183
$0
$10,000
$20,000
$30,000
$40,000
$50,000
$60,000
$70,000

CITY OF HORSESHOE BAY

Summary of Community Services Department Activities for June 2016

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

Management Activities

Met with IT Contracts on migration of Financial, GIS, Assets Management, Document Scanning and Utility Billing programs. Coordinated efforts of all vendors on upgrade.

Worked on power issue regarding electrical service to City Hall equipment and Server rooms. Coordinated power analysis with Master Electrician. Initiated repairs on wiring.

Discussed new service installation functions with Field Supervisor and lead operator to determine options to keeping ahead of growing incoming taps for new construction.

West Water Plant expansion design oversight. Finalize bidding documents and schedule advertisements for bids. Answer vendor questions on project bid meeting.

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

Oversight of GIS workload. Managing workload and provided coordination with other departments on updating City's GIS system. Develop Job Description for GIS position.

Set up second Automatic Meter Intranet system test area for on line meter reading software system. Coordinate vendor on creating test area and setting up collector equip.

Coordinate efforts to modify electrical system to underground at West Water Plant site. Meet with PEC and internal employees on coordination of work with PEC's Vendor.

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

Complete installation of Northland Cable Fiber Optic internet service at Central WTP. Develop plan for extend service via fiber to City Hall, Fire and Police Department.

Coordinate efforts of Onsite Computer, ESRI, Ability, Laserphish, Truepoint,and Cityworks on licensing and moving software to new in-house servers.

Servers installation completed in June.

Attended weekly Leadership Training sessions held by City Manager. Reviewed Extreme Government Makeover text and "Drive" in preparation of meetings.

Work with GIS Consultant on installation of upgraded software for Asset Management and GIS systems. After hours installation at City Hall coordination and attendance.

Met with Garbage Contractor on customer complaints and remedies for mitigation of missed trash pickups. Reviewed contract and discussed RFP with City Manager.

Worked with Water Conservation Inspector on Articles for City Rebate programs and Updating City's regulation on Irrigation systems. Development of context for Ordinance

Prepared for FY 2017 Community Services Operational and Maintenance and CIP Budget. Held Staff meetings with Supervisors in preparation. Present to Council.

Began revising City's Rate Model to accommodate FY2017 expenses and revenues. Discussed bond issuance and costs with Financial Director to be included in rates.

Finalized City's Annual Consumer Confidence Report for City's Retail customers. Prepare document for July 1st Web and printed presentation as required by TCEQ.

Participated in Departmental Team Building luncheons. Field Operations interacted with Administration and Plant Operations interacted with the Police Department.

Prepared presentation for upgrading the Receptionist Position to return back to a full time position. Presented to Council for approval in June.

Presented City's Water Conservation and Drought Plan statues for discussion at the June 21st Council meeting. Annual review by Council to determine City's Stage.

Attended POA Presidents meeting and discussed Water Conservation plan update. Discussed Council's decision to remain on Stage 2 of the plan.

Operational Projects

Meter replacement program - 59 meter replacements and 62 new water and wastewater taps since beginning of beginning of Fiscal Year.

System chlorine flushing and customer assistance for water quality issues - tracking chlorine and ammonia levels in distribution system. Flush extra for odor & taste issues.

Repaired 7 water mainline leaks and 0 sewer leaks in June. There were two substantial water leaks in June. One was in a remote area of Quail Ridge that ran for a month.

Completed City's 2015 Water Quality Report for July 1st publication. CCR was published on City's website and mailed to multi-family complexes as required by TCEQ.

Working with Water Conservation Officer on rebates presented by customers. Develop language and context for Landscape and Irrigation Ordnance for future Council review

Work on plan to improve customer access and traffic related issues at Recycling Center area. Develop cost estimates on possible options for improvements.

Contracted with wood recycler from Austin to begin grinding years worth of brush at recycling center. Oversite of work and ensured dust control was performed.

Met with 4 different vendors who bid on West Water Treatment Plant Expansion project on site. Scheduled excavation and installation of new electrical service at West WTP.

Implemented AMI Software and hardware that will replace existing AMR heads. Began pilot test on alternative system for smart meter cloud based/ daily reads on 50 meters.

Large Capital Projects

Continued work with Engineer on construction for West Treatment Plant expansion. Finalized and advertised for bids for project. Bids opened on July 8th , award on 19th.

Met with City's SCADA and control integrator on water plant control design. Finalized specifications and operational equipment list to be utilized on West Plant Project.

Met with Engineer on CCN Boundary permit to be submitted to Texas Public Utilities Commission to include newly annexed and City's ETJ area not conflicting with other CCNs.

Began to review options to provide service to areas proposed to be included with CCN permit area. Acquired GIS data for areas out of City limits. Work on utility layout.

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

Gathering data for permitting a Water Plant Sludge application site west of City. Set up meeting with Freedom Ranch owner to began location of best sites.

Training Activities

Steve Hawley trained in Chlorinator Safety through an online course.

Dane attended a TCEQ Wastewater Collection Course. This was a refresher course required for continued certification.

Rick Williams attended a Pump and Motor course and tested for his "Wastewater Certification. Rick acquired his Wastewater Certification I after passing the TCEQ exams.

Certification after passing the TCEQ exams.

Poly pipe manufacture came to Field Operations and provided a training session on the use and practices of Poly pipe. Also provided hands on training with pipe welder.

CITY OF HORSESHOE BAY

DEVELOPMENT SERVICES

JUNE 2016 ACTIVITY REPORT

Meetings with the following:

1. Danny Ferguson regarding replatting of a lot on FM 2147 and Dawn Drive and rezoning it to C-2 General Commercial.
2. Representative of Siena Creek Townhouses regarding rezoning all of them from R-4 Multi-Family to R-1 Single Family Residential.
3. Mayor Jordan, Stan Farmer, Ted Burget, Diana Wright and Bill Smurl regarding the proposed Mid-Com Planned Development.
4. Mary Helen Lewis regarding moving two 1970's duplexes to Horseshoe Bay.
5. Thomas Bordelon regarding building requirements for a six unit condo project on Free Rein for Eric Debner.
6. Developer Dorel Singeozan and architect George Valero regarding a proposed 5,000 sq. ft. commercial building on Par 3 Ct.
7. Ron Mitchell regarding Resort plans for projects beginning in August, including two clubhouses, more Waters buildings and renovations to the Inn, the Spa and the Marina.
8. Don Sherman, Sheri Pollard, and Teresa Moore regarding finalization of the new City Limits map.

Other Meetings I attended:

1. Five Senior Staff/Leadership Team Meetings.
2. Two Long Range Planning Committee Open Houses at Quail Point.
3. Monthly Safety Meeting.
4. Planning and Zoning Commission.
5. Municipal Court regarding final Court Order approving Texan Mart remodel and Court Order for Removal of International shipping container on lot on Deep Canyon.
6. City Council.
7. Three Development Services Staff Meetings, including one to discuss the leadership book Extreme Government Makeover.
8. POA Presidents Council.
9. Development Services/Fire Department lunch at the Martin Park pavilion.
10. Long Range Planning Committee Meeting.

Other Activity:

1. Received ISO's Building Codes Effectiveness Grading based on the survey I submitted in May – we received a rating of 4, with a rating of 1 being best.

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

- Red Tags Issued: 26
- Citations and Court Summons Issued: 3
- Certified Letters Sent: 113
- Total Vehicles Removed: 20
- Regular Letters Sent/Posted: 123
- Letters for Yard Lights/Addresses: 165
- Development Services Director Minor Plats approved: 2

CITY OF HORSESHOE BAY

DEVELOPMENT SERVICES

JUNE 2016 ACTIVITY REPORT

Building Permits

Completed Application Received	ATS Review Completed	Date Issued To Customer	Type	Address	Owner
05-17-16	05-24-16	06-01-16	Residential	103 Stillwater	Flying V Residences
05-05-16	05-18-16	06-01-16	Residential	115 Wilderness Dr. East	Shults
05-05-16	06-01-16	06-02-16	Column Entry	29980 E SH 71	Bar Ranch
04-01-16	05-04-16	06-02-16	Residential	703 Pecan Crossing	Johnson
05-23-16	05-25-16	06-02-16	Pool	100 Diamond Hill	Gibson
06-02-16	06-06-16	06-09-16	Fence	450 Fire Dance	Goose
N/A	N/A	06-14-06	Residential Re-Permit	444 La Serena Loop	Flair Builders
05-23-16	06-13-16	06-14-16	Residential	301 Grove Court	Legacy DCS
04-28-16	06-06-16	06-15-06	Residential	1602 White Tail	Cerda
06-10-16	06-14-16	06-15-06	Fence	104 Gillespie Court	Howard
06-03-16	06-13-16	06-15-16	Residential	204 Mountain Home	ZAC Ventures
N/A	N/A	06-15-16	Residential Re-Permit	113 La Bonita	Grimm
05-11-16	06-16-16	06-16-16	Residential	1124 Stampede	Gurrero
N/A	N/A	06-16-16	Residential Re-Permit	307 Outcrop	Ninth St. Invest.
06-06-16	06-13-16	06-21-16	Residential	132 Rock N Robyn	McLean
06-20-16	06-21-16	06-22-16	Fence	514 Hi Circle South	Lampman
05-26-16	06-21-16	06-22-16	Deck	416 Hi Circle West A & B	Brown
05-31-16	06-21-16	06-22-16	Remodel	112 Big Sky	Durdel
04-01-16	04-13-16	06-23-16	Pool	120 Azalea Loop	Boyd
N/A	N/A	06-23-16	Residential Re-Permit	312 Nattie Woods	Jaffe
N/A	N/A	06-23-16	Residential Re-Permit	316 Nattie Woods	Jaffe
06-06-16	06-21-16	06-27-16	Mobile Home	2104 Crooked Run	Joller
06-20-16	06-24-16	06-28-16	Pool	212 Lasso	Kendall
06-17-16	06-24-16	06-28-16	Residential	108 Gillespie Court	Huston
06-13-16	06-24-16	06-29-16	Residential	402 Lighthouse Dr.	Kehoe

Residential Permits	FY 13	FY 14	FY 15	FY 16
October	3	3	9*	2*
November	0	5	3	2
December	3	6	6*	11
January	2	1	3	5
February	4	2	2	7
March	2	1	2	1
April	3	2*	2	3
May	3	2	7	10*
June	2*	11	6	10*
July	2	4*	5	
August	3*	3	4	
September	3	7	5*	
Yearly Total	**30**	**47**	**54**	**51**

*Indicates one Single-family permit in the ETJ

Department Activity Report	June
House Plans Submitted	7
Residential Permits	10
Plan Reviews (Includes 2 Commercial)	19
ATS Inspections	89
Garage Sale Permits Issued	1
Variances (Sign)	2
Mobile Homes	1
Plat/Replat (Incl. Minor Plats)	2
Planned Development	0
Amendments	0
Requests for information	746

MONTHLY RESIDENTIAL PERMIT TRACKING
6/30/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. Months on Permit	Permit Expires
1	2401 Saddle Gun-2nd Repermit-Note 1	4B	Horseshoe Bay South	2/17/2016-Repermit	2/11/2014	0	3/21/2016
2	115 Cross Bow-Note 2	4A	Horseshoe Bay	9/4/2014	5/11/2016	0	4/14/2016
3	126 Rock N Robyn- Repermit-Note 3	11	The Trails	01/11/16-Repermit	10/21/2015	0.5	7/11/2016
4	300 High Pointe Ln.	12	Summit Rock	2/11/2015	2/25/2016	1	8/11/2016
5	116 Nattie Woods	12	Summit Rock	2/11/2015	1/22/2016	1	8/11/2016
6	316 Nattie Woods-Repermit-Note 4	12	Summit Rock	6/13/2016-Repermit	4/8/2016	2	9/11/2016
7	312 Nattie Woods-Repermit-Note 4	12	Summit Rock	6/13/2016-Repermit	4/26/2016	2	9/11/2016
8	101 Lachite	3	Horseshoe Bay West	3/10/2016-Repermit	6/16/2016	2.5	9/19/2016
9	104 Amethyst	3	Horseshoe Bay West	3/19/2015	6/21/2016	2.5	9/19/2016
10	128 Nightshade	12	Summit Rock	4/30/2015	5/25/2016	4	10/30/2016
11	433 La Serena Loop	9	Escondido	5/1/2015	3/3/2016	4	11/1/2016
12	311 B Horseshoe Bay North Blvd. N.	4A	Horseshoe Bay	5/21/2015	5/27/2016	4.5	11/21/2016
13	113 La Bonita-Note 5	9	Escondido	06/15/2016-Repermit	6/14/2016	5.5	12/15/2016
14	307 Outcrop-Note 6	3	Horseshoe Bay West	06/16/2016-Repermit	9/25/2015	5.5	12/16/2016
15	601 Mountain Leather-Note 7	3	Horseshoe Bay West	11/7/2015-Repermit	None Requested	5.5	12/16/2016
16	201 Mountain Leather	3	Horseshoe Bay West	6/16/2015	6/28/2016	5.5	12/16/2016
17	157 La Serena Loop	9	Escondido	6/17/2015	2/12/2016	5.5	12/17/2016
18	109 Lost Nugget	3	Horseshoe Bay West	6/18/2015	11/25/2015	5.5	12/18/2016
19	1202 Sun Ray	3	Horseshoe Bay West	7/28/2015	6/17/2016	7	1/28/2017
20	311 C Horseshoe Bay North Blvd. N.-Note 8	4A	Horseshoe Bay	7/31/2015	5/27/2016	7	1/31/2017
21	627 Passion Flower	12	Summit Rock	8/5/2015	12/17/2015	7	2/5/2017
22	110 Kelley Lane	11	The Trails	8/18/2015	3/23/2016	7.5	2/18/2017
23	1113 Mountain Leather	3	Horseshoe Bay West	8/25/2015	11/6/2015	7.5	2/25/2017
24	813 Trails Parkway	11	The Trails	9/3/2015	2/23/2016	8	3/3/2017
25	3340 W SH 71	ETJ	ETJ	9/14/2015	2/4/2016	9	3/14/2017
26	155 La Serena Loop	9	Escondido	9/21/2015	1/11/2016	8.5	3/21/2017
27	135 Wilderness Dr. E	ETJ	ETJ	10/14/2015	5/9/2016	9	4/14/2017
28	100 Gallop	3	Horseshoe Bay West	10/20/2015	2/16/2016	9.5	4/20/2017
29	105 Plaza Escondido	9	Escondido	11/3/2015	6/27/2016	10	5/3/2017
30	801 Silver Hill	3	Horseshoe Bay West	11/4/2015	3/4/2016	10	5/4/2017
31	212 Lasso	4A	Horseshoe Bay	12/2/2015	5/3/2016	11	6/2/2017
32	120 Azalea Loop	12	Summit Rock	12/2/2015	6/9/2016	11	6/2/2017
33	112 Jade	3	Horseshoe Bay West	12/3/2015	4/18/2016	11	6/3/2017

MONTHLY RESIDENTIAL PERMIT TRACKING
6/30/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. Months on Permit	Permit Expires
34	325 Parallel Circle	3	Horseshoe Bay WEst	12/3/2015	None Requested	11	6/3/2017
35	101 Harbor Light	4A	Horseshoe Bay	12/4/2015	6/3/2016	11	6/4/2017
36	1502 Hi Circle South	4A	Horseshoe Bay	12/22/2015	6/9/2016	11.5	6/22/2017
37	1307 Mountain Leather	3	Horseshoe Bay West	12/22/2015	4/20/2016	11.5	6/22/2017
38-39	3402 W SH 71-Note 9	ETJ	ETJ	12/22/2015	4/14/2016	11.5	6/22/2017
40	106 Cactus Corner	3	Horseshoe Bay West	12/23/2015	6/7/2016	11.5	6/23/2017
41	1126 Mountain Leather	3	Horseshoe Bay West	1/4/2016	6/7/2016	12	7/4/2017
42	301 The Trails Parkway	11	The Trails	1/7/2016	4/11/2016	12	7/7/2017
43	107 La Bonita	9	Escondido	1/8/2016	5/25/2016	12	7/8/2017
44	108 Gemstone	2	Applehead	1/8/2016	6/3/2016	12	7/8/2017
45	213 Grove Ct	12	Summit Rock	2/3/2016	6/22/2016	13	8/3/2017
46	225 Grove Ct	12	Summit Rock	2/3/2016	6/27/2016	13	8/3/2017
47	306 Apache Tears	3	Horseshoe Bay West	2/8/2016	4/26/2016	13	8/8/2017
48	101 Grove Ct	12	Summit Rock	2/9/2016	6/27/2016	13	8/9/2017
49	1306 High Circle South	4A	Horseshoe Bay	2/10/2016	6/15/2016	13	8/10/2017
50	211 Plenty Hills	3	Horseshoe Bay West	2/19/2016	5/2/2016	13.5	8/19/2017
51	709 Sky Hawk	3	Horseshoe Bay West	2/24/2016	5/11/2016	13.5	8/24/2017
52	106 Blue Yonder	2	Applehead	3/3/2016	6/8/2016	14	9/3/2017
53	106 Diamond Hill	2	Applehead	4/4/2016	None Requested	15	10/4/2017
54	215 Maverick Circle	4A	Horseshoe Bay	4/11/2016	6/29/2016	15	10/11/2017
55	810 The Trails Parkway	11	The Trails	4/8/2016	6/2/2016	15	10/8/2017
56-63	100-112&116-204 Tuscan Dr.-Note 10	3	Horseshoe Bay West	5/10/2016	None Requested	16	11/10/2017
64	103 Up There East	3	Horseshoe Bay West	5/12/2016	6/2/2016	16	11/12/2017
65	129 Wilderness Drive East	ETJ	ETJ	5/18/2016	6/27/2016	16.5	11/18/2017
66	115 Wilderness Drive East	ETJ	ETJ	6/1/2016	None Requested	17	12/1/2017
67	103 Still Water	3	Horseshoe Bay West	6/1/2016	None Requested	17	12/1/2017
68	703 Pecan Crossing	6	Pecan Creek	6/2/2016	6/29/2016	17	12/2/2017
69	301 Grove Court	12	Summit Rock	6/14/2016	None Requested	17	12/14/2017
70	1602 White Tail	4B	Horseshoe Bay South	6/15/2016	6/28/2016	17.5	12/15/2017
71	204 Mountain Home	3	Horseshoe Bay West	6/15/2016	None Requested	17.5	12/15/2017
72	1124 Stampede	4B	Horseshoe Bay South	6/16/2016	None Requested	17.5	12/16/2017
73	132 Rock N Robyn	11	The Trails	6/21/2016	None Requested	18	12/21/2017
74	108 Gillespie Court	6	Pecan Creek	6/28/2016	None Requested	18	12/28/2017

MONTHLY RESIDENTIAL PERMIT TRACKING
6/30/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. Months on Permit	Permit Expires
75	402 Lighthouse Dr.	4A	Horseshoe Bay	6/29/2016	None Requested	18	12/29/2017
76-83	Tuscan Dr.-Note 11	3	Horseshoe Bay West	NYI			
84	112 Las Puertas	9	Escondido	NYI			
85	1411 Hi Circle South	3	Horseshoe Bay West	NYI			
86	283 La Serena Loop	9	Escondido	NYI			
87	311 Short Circuit	4A	Horseshoe Bay	NYI			
88	401 Matern Court	3	Horseshoe Bay West	NYI			
89	107 Gillespie Court	6	Pecan Creek	NYI			
90	309 Short Circuit	4A	Horseshoe Bay	NYI			

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

NOTES

1 Contractor did not pay for Repermit, stop work order issued 5/5/16. Code Enforcement Officer observed that house was vandalized on 5/5/16. Owner to provide timetable for repairs and Repermit payment before any work other than to repair vandalism can be done.

2 Re-inspection required. Contractor notified to request Repermit for 6 months.

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

4 Final Repermit granted on 6/13/2016 for 90 days - expires on 9/11/2016

5 Contractor was granted Repermit on 6/15/2016 for 6 months - expires on 12/15/2016

6 Contractor was granted Repermit on 6/16/2016 for 6 months - expires on 12/16/2016

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

8 Construction started without permit

9 Duplex

10 First 8 of 16 units- last Phase of The Enclave - 2 Permits remain unpaid.

MONTHLY RESIDENTIAL PERMIT TRACKING
6/30/2016

NO.	Address	Zone	Subdivision	Date Permit Issued	Date Most Recent ATS Inspection Requested or Made	No. Months on Permit	Permit Expires
44	108 Gemstone	2	Applehead	1/8/2016	6/3/2016	12	7/8/2017
52	106 Blue Yonder	2	Applehead	3/3/2016	6/8/2016	14	9/3/2017
53	106 Diamond Hill	2	Applehead	4/4/2016	None Requested	15	10/4/2017
8	101 Lachite	3	Horseshoe Bay West	3/10/2016-Repermit	6/16/2016	2.5	9/19/2016
9	104 Amethyst	3	Horseshoe Bay West	3/19/2015	6/21/2016	2.5	9/19/2016
14	307 Outcrop-Note 6	3	Horseshoe Bay West	06/16/2016-Repermit	9/25/2015	5.5	12/16/2016
15	601 Mountain Leather-Note 7	3	Horseshoe Bay West	11/7/2015-Repermit	None Requested	5.5	12/16/2016
16	201 Mountain Leather	3	Horseshoe Bay West	6/16/2015	6/28/2016	5.5	12/16/2016
18	109 Lost Nugget	3	Horseshoe Bay West	6/18/2015	11/25/2015	5.5	12/18/2016
19	1202 Sun Ray	3	Horseshoe Bay West	7/28/2015	6/17/2016	7	1/28/2017
23	1113 Mountain Leather	3	Horseshoe Bay West	8/25/2015	11/6/2015	7.5	2/25/2017
28	100 Gallop	3	Horseshoe Bay West	10/20/2015	2/16/2016	9.5	4/20/2017
30	801 Silver Hill	3	Horseshoe Bay West	11/4/2015	3/4/2016	10	5/4/2017
33	112 Jade	3	Horseshoe Bay West	12/3/2015	4/18/2016	11	6/3/2017
34	325 Parallel Circle	3	Horseshoe Bay WEst	12/3/2015	None Requested	11	6/3/2017
37	1307 Mountain Leather	3	Horseshoe Bay West	12/22/2015	4/20/2016	11.5	6/22/2017
40	106 Cactus Corner	3	Horseshoe Bay West	12/23/2015	6/7/2016	11.5	6/23/2017
41	1126 Mountain Leather	3	Horseshoe Bay West	1/4/2016	6/7/2016	12	7/4/2017
47	306 Apache Tears	3	Horseshoe Bay West	2/8/2016	4/26/2016	13	8/8/2017
50	211 Plenty Hills	3	Horseshoe Bay West	2/19/2016	5/2/2016	13.5	8/19/2017
51	709 Sky Hawk	3	Horseshoe Bay West	2/24/2016	5/11/2016	13.5	8/24/2017
56-63	100-112&116-204 Tuscan Dr.-Note 10	3	Horseshoe Bay West	5/10/2016	None Requested	16	11/10/2017
64	103 Up There East	3	Horseshoe Bay West	5/12/2016	6/2/2016	16	11/12/2017
67	103 Still Water	3	Horseshoe Bay West	6/1/2016	None Requested	17	12/1/2017
71	204 Mountain Home	3	Horseshoe Bay West	6/15/2016	None Requested	17.5	12/15/2017
76-83	Tuscan Dr.-Note 11	3	Horseshoe Bay West	NYI			
85	1411 Hi Circle South	3	Horseshoe Bay West	NYI			
88	401 Matern Court	3	Horseshoe Bay West	NYI			
2	115 Cross Bow-Note 2	4A	Horseshoe Bay	9/4/2014	5/11/2016	0	4/14/2016
12	311 B Horseshoe Bay North Blvd. N.	4A	Horseshoe Bay	5/21/2015	5/27/2016	4.5	11/21/2016
20	311 C Horseshoe Bay North Blvd. N.-Note 8	4A	Horseshoe Bay	7/31/2015	5/27/2016	7	1/31/2017
31	212 Lasso	4A	Horseshoe Bay	12/2/2015	5/3/2016	11	6/2/2017
35	101 Harbor Light	4A	Horseshoe Bay	12/4/2015	6/3/2016	11	6/4/2017

36	1502 Hi Circle South	4A	Horseshoe Bay	12/22/2015	6/9/2016	11.5	6/22/2017
49	1306 High Circle South	4A	Horseshoe Bay	2/10/2016	6/15/2016	13	8/10/2017
54	215 Maverick Circle	4A	Horseshoe Bay	4/11/2016	6/29/2016	15	10/11/2017
75	402 Lighthouse Dr.	4A	Horseshoe Bay	6/29/2016	None Requested	18	12/29/2017
87	311 Short Circuit	4A	Horseshoe Bay	NYI			
90	309 Short Circuit	4A	Horseshoe Bay	NYI			
1	2401 Saddle Gun-2nd Repermit-Note 1	4B	Horseshoe Bay South	2/17/2016-Repermit	2/11/2014	0	3/21/2016
70	1602 White Tail	4B	Horseshoe Bay South	6/15/2016	6/28/2016	17.5	12/15/2017
72	1124 Stampede	4B	Horseshoe Bay South	6/16/2016	None Requested	17.5	12/16/2017
68	703 Pecan Crossing	6	Pecan Creek	6/2/2016	6/29/2016	17	12/2/2017
74	108 Gillespie Court	6	Pecan Creek	6/28/2016	None Requested	18	12/28/2017
89	107 Gillespie Court	6	Pecan Creek	NYI			
11	433 La Serena Loop	9	Escondido	5/1/2015	3/3/2016	4	11/1/2016
13	113 La Bonita-Note 5	9	Escondido	06/15/2016-Repermit	6/14/2016	5.5	12/15/2016
17	157 La Serena Loop	9	Escondido	6/17/2015	2/12/2016	5.5	12/17/2016
26	155 La Serena Loop	9	Escondido	9/21/2015	1/11/2016	8.5	3/21/2017
29	105 Plaza Escondido	9	Escondido	11/3/2015	6/27/2016	10	5/3/2017
43	107 La Bonita	9	Escondido	1/8/2016	5/25/2016	12	7/8/2017
84	112 Las Puertas	9	Escondido	NYI			
86	283 La Serena Loop	9	Escondido	NYI			
3	126 Rock N Robyn- Repermit-Note 3	11	The Trails	01/11/16-Repermit	10/21/2015	0.5	7/11/2016
22	110 Kelley Lane	11	The Trails	8/18/2015	3/23/2016	7.5	2/18/2017
24	813 Trails Parkway	11	The Trails	9/3/2015	2/23/2016	8	3/3/2017
42	301 The Trails Parkway	11	The Trails	1/7/2016	4/11/2016	12	7/7/2017
55	810 The Trails Parkway	11	The Trails	4/8/2016	6/2/2016	15	10/8/2017
73	132 Rock N Robyn	11	The Trails	6/21/2016	None Requested	18	12/21/2017
4	300 High Pointe Ln.	12	Summit Rock	2/11/2015	2/25/2016	1	8/11/2016
5	116 Nattie Woods	12	Summit Rock	2/11/2015	1/22/2016	1	8/11/2016
6	316 Nattie Woods-Repermit-Note 4	12	Summit Rock	6/13/2016-Repermit	4/8/2016	2	9/11/2016
7	312 Nattie Woods-Repermit-Note 4	12	Summit Rock	6/13/2016-Repermit	4/26/2016	2	9/11/2016
10	128 Nightshade	12	Summit Rock	4/30/2015	5/25/2016	4	10/30/2016
21	627 Passion Flower	12	Summit Rock	8/5/2015	12/17/2015	7	2/5/2017
32	120 Azalea Loop	12	Summit Rock	12/2/2015	6/9/2016	11	6/2/2017
45	213 Grove Ct	12	Summit Rock	2/3/2016	6/22/2016	13	8/3/2017
46	225 Grove Ct	12	Summit Rock	2/3/2016	6/27/2016	13	8/3/2017
48	101 Grove Ct	12	Summit Rock	2/9/2016	6/27/2016	13	8/9/2017
69	301 Grove Court	12	Summit Rock	6/14/2016	None Requested	17	12/14/2017
25	3340 W SH 71	ETJ	ETJ	9/14/2015	2/4/2016	9	3/14/2017
27	135 Wilderness Dr. E	ETJ	ETJ	10/14/2015	5/9/2016	9	4/14/2017

38-39	3402 W SH 71-Note 9	ETJ	ETJ	12/22/2015	4/14/2016	11.5	6/22/2017
65	129 Wilderness Drive East	ETJ	ETJ	5/18/2016	6/27/2016	16.5	11/18/2017
66	115 Wilderness Drive East	ETJ	ETJ	6/1/2016	None Requested	17	12/1/2017

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

NOTES

1 Contractor did not pay for Repermit, stop work order issued 5/5/16. Code Enforcement Officer observed that house was vandalized on 5/5/16. Owner to provide timetable for repairs and Repermit payment before any work other than to repair vandalism can be done.

2 Re-inspection required. Contractor notified to request Repermit for 6 months.

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

4 Final Repermit granted on 6/13/2016 for 90 days - expires on 9/11/2016

5 Contractor was granted Repermit on 6/15/2016 for 6 months - expires on 12/15/2016

6 Contractor was granted Repermit on 6/16/2016 for 6 months - expires on 12/16/2016

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

8 Construction started without permit

9 Duplex

10 First 8 of 16 units- last Phase of The Enclave - 2 Permits remain unpaid.

City of Horseshoe Bay

OFFICE OF COURT ADMINISTRATION

MAY 2016 OFFICIAL MUNICIPAL COURT ACTIVITY REPORT

	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	YTD
New Cases Filed	36	26	31	37	65	53	67	65	56				436
Disposition of Trial													
Trial by Judge - Guilty	0	0	0	0	0	0	1	0	0				1
Trial by Judge -N Guilty	0	0	0	0	0	0	0	0	0				0
Trial by Jury - Guilty	0	0	0	0	0	0	0	0	0				0
Trial by Jury - N Guilty	0	0	0	0	0	0	0	0	0				0
Cases Dismissed													
A. After Driver Safety Course	4	4	0	2	2	3	2	3	8				28
B. After Deferred	7	1	4	0	2	3	0	4	3				24
C. After Proof Fin. Respons.	2	1	0	0	1	1	3	1	3				12
D. Compliance Dismissal	0	1	4	1	2	0	0	0	0				8
Comm. Serv. Ordered	0	0	1	0	0	0	0	0	0				1
Cases Appealed	0	0	0	0	0	0	0	0	0				0
Juvenile/Minor Activity													
A. TCC	0	0	0	0	1	1	0	0	0				2
B. ABC	0	0	0	0	0	0	0	1	0				1
C. DUI	0	0	0	0	0	0	0	0	0				0
D. H&S Offenses filed	0	0	0	0	0	3	0	1	0				4
H. Non-Traffic Offenses	0	0	0	0	0	0	0	0	0				0
Arrest Warrants													
A. Class C. Misdemeanors	44	0	35	29	34	11	51	18	46				268
B. Felonies	0	0	0	0	0	0	0	0	0				0
Revenue													
A. Other Agency Revenue	$1,275	$2,234	$2,013	$2,387	$1,165	$2,735	$1,337	$641	$544				$14,331
B. City Revenue	$7,205	$8,977	$8,563	$8,985	$8,684	$12,058	$10,982	$10,643	$9,370				$85,467
TOTAL REVENUE	**$ 8,480**	**$ 11,211**	**$ 10,576**	**$ 11,372**	**$ 9,849**	**$ 14,793**	**$ 12,319**	**$ 11,284**	**$ 9,914**				**$ 99,798**

CITY OF HORSESHOE BAY

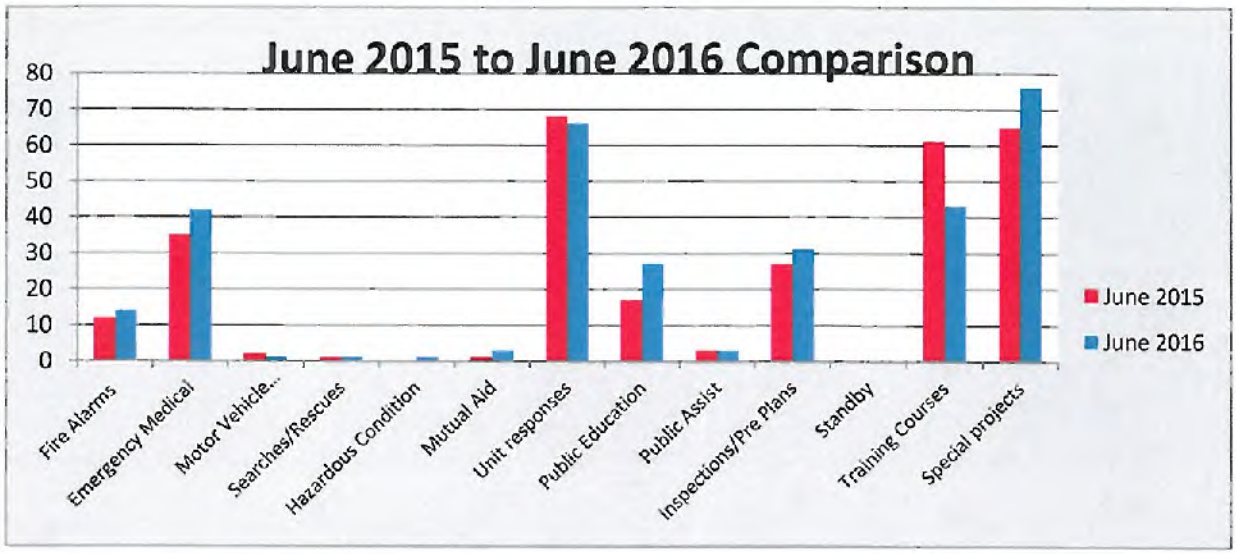
FIRE DEPARTMENT
JUNE 2016 FY ACTIVITY REPORT

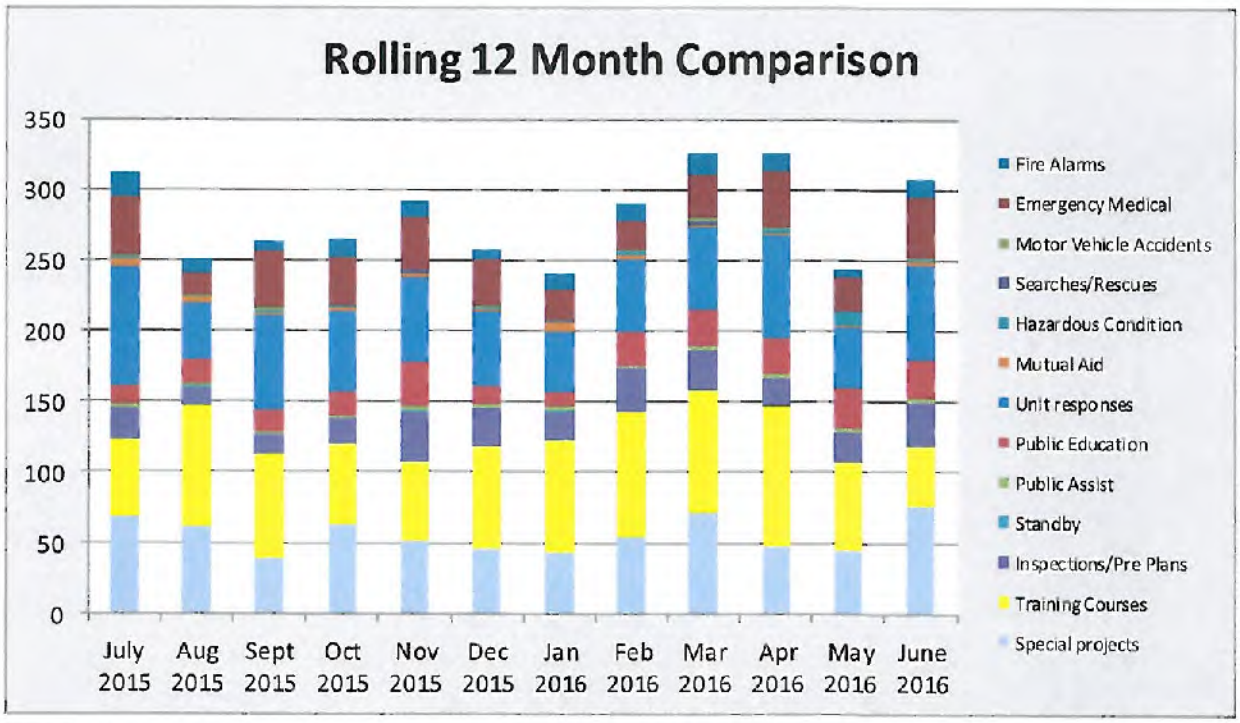
Meetings Attended – Chief Morris and Asst. Chief Black attended multiple meetings during the month of June to include the following:
June 7- Safety Meeting
June 8-Meeting with Mark Jeffrey to discuss debris pile near airport, Leadership Meeting
June 9-Meeting with Larry Smith / Fire Chief Sandy Harbor
June 13- regional Stakeholders Meeting in Marble Falls, Post Incident Critique (3rd St. Fire)
June 14- Meeting with Roger Thomason / CAPCOG and Meeting Dr. Scoggins
June 15- Leadership Meeting
June 20-WEB-EOC class at Travis County EOC
June 22- Meeting with Marcie McDonald / MDA, Leadership Meeting
June 23 – POA President's Meeting
June 28- Budget Workshop
June 29- Meeting with Warren Wright / Waters Condos, Area Fire Chief's Meeting in Marble Falls, Leadership Meeting

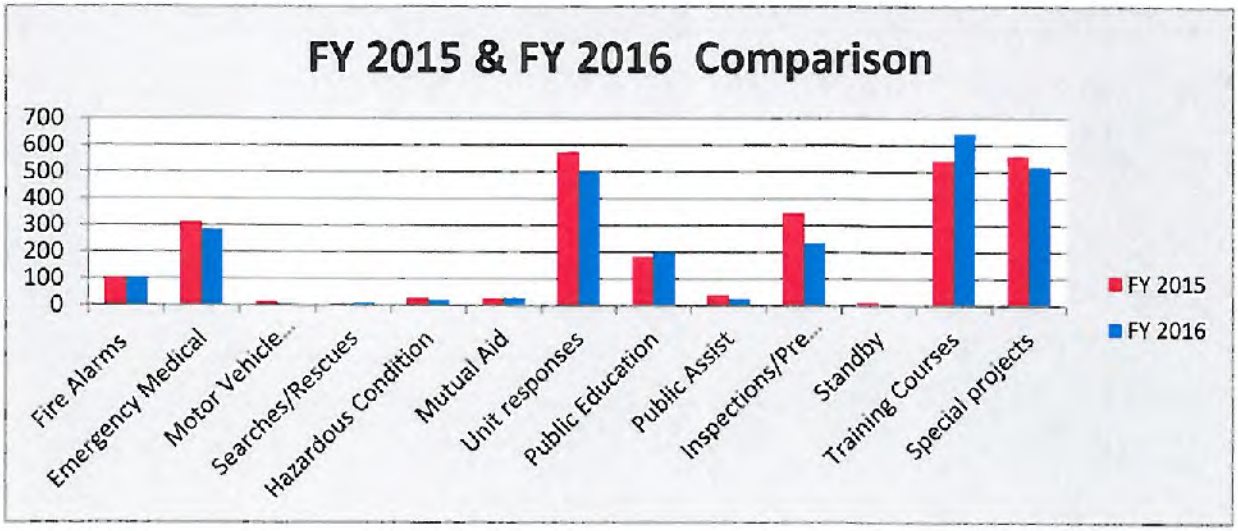
Community Events attended –Business Alliance Group Community Coffee, Boogie on the Bay

OPERATIONS	June 2016	June 2015	FYTD 2016	FYTD 2015
Fire Alarms (all types- buildings, vehicles, etc.)	14	12	102	102
Emergency Medical	42	35	283	311
Motor Vehicle Accident	1	2	6	14
Searches and/or Rescue	1	1	8	6
Hazardous Condition	1	0	20	27
Mutual Aid	3	1	26	25
Number of unit responses	66	68	502	574
Public Education/Relations	27	17	199	183
Public Service or Assistance	3	3	24	40
Inspections/Preplans	31	27	234	346
Standby Public Safety	0	0	3	11
Training programs	43	61	643	543
Spec. projects (i.e. spec. meetings & other work details)	76	65	519	559
Totals	308	292	2569	2741

Monthly Response Time: 5.3 minutes


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


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


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

CITY OF HORSESHOE BAY

POLICE DEPARTMENT
June 2016 FY ACTIVITY REPORT

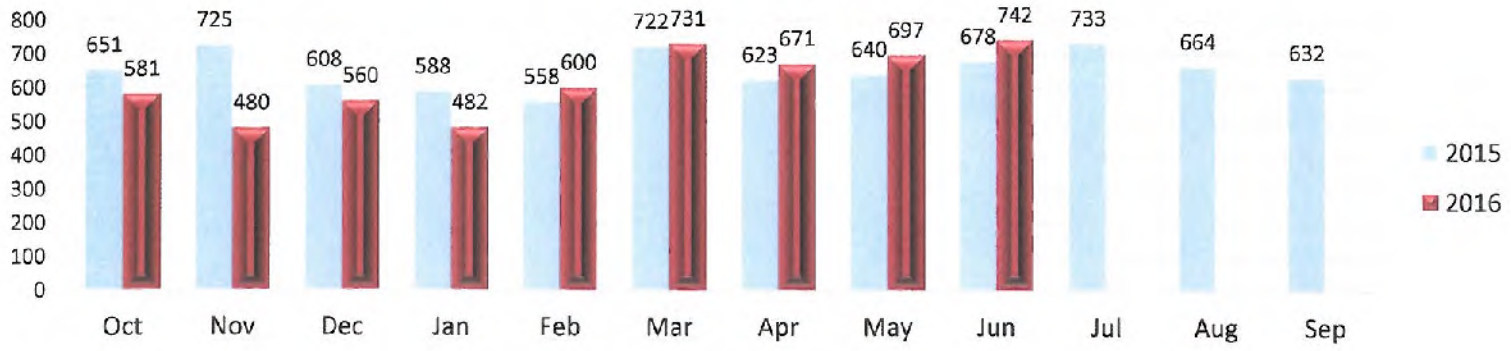
During the month of June 2016 there were twenty-two (22) new cases reported to our department. The June cases consisted of six (6) felony cases, nine (9) misdemeanor cases, seven (7) non-criminal cases, two (2) traffic accidents, and eight (8) arrests. The department cleared twenty-seven (27) new and old Horseshoe Bay cases in the month of June. Twenty-eight (28) residents requested home security watches during June. Also local businesses, amenities, and construction sites continued to be checked thoroughly on a daily basis. Overall, the department responded to seven hundred forty-two (742) calls for service, including twenty-one (21) alarms for the month of June.

During the month of June, 2016, twelve (12) new cases were assigned to CID for follow up investigation. Six (6) of those were a misdemeanor grade. There were two (2) felony level cases, and four (4) investigations were non-criminal in nature. Those included investigations such as Animal Bites and Found Property. CID conducted nine (9) other investigations, which consisted of civil matters, background investigations, and mental health issues that did not generate case reports. A total of one hundred and one (101) persons were interviewed by investigators. These interviews resulted in seventeen (17) witness/victim statements, and two (2) confessions. CID cleared twelve (12) active cases during the month. CID assisted the Patrol Division in covering eight (8) Patrol Shifts, and had twenty eight (28) training hours this month.

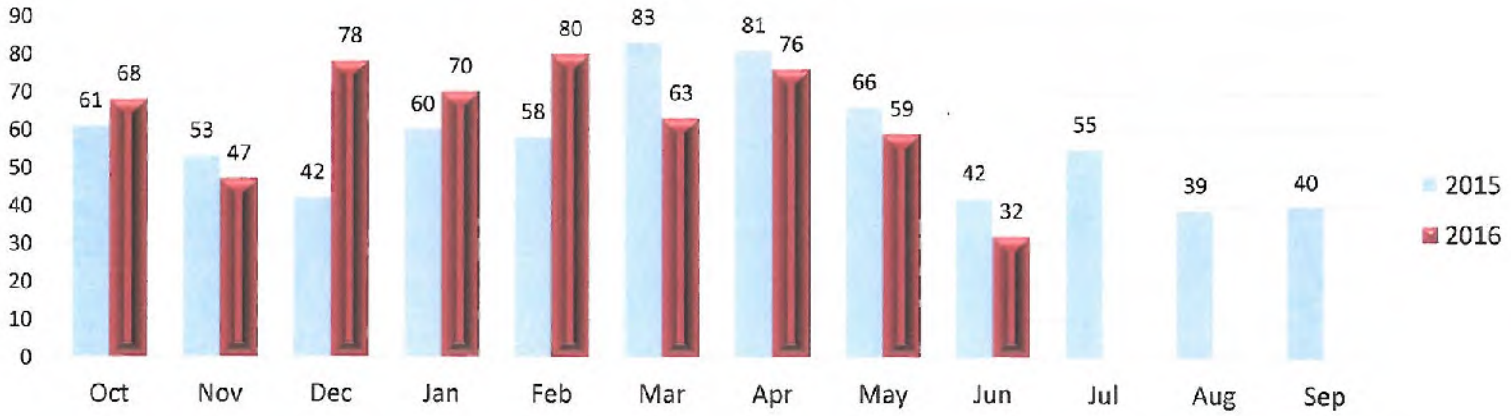
OPERATIONS	JUN 2016	JUN 2015	FYTD 2016	FYTD 2015
Dispatch For Service	742	678	5544	5793
Verbal Warnings	32	64	573	545
Warnings	11	125	1254	1196
Citations	50	42	415	482
Arrest	8	21	124	145
Code Enforcement	132	115	712	729
Traffic Accidents	2	7	31	43
Home Security Watches	28	29	192	205
Alarms	21	32	198	180
Felony Cases	6	3	34	42
Misdemeanor Cases	9	31	180	195
Non-Criminal Cases	7	13	68	86
Total Reports (New)	22	39	282	315
Cases Cleared (Old & New)	27	47	219	311

Response Time 5.16

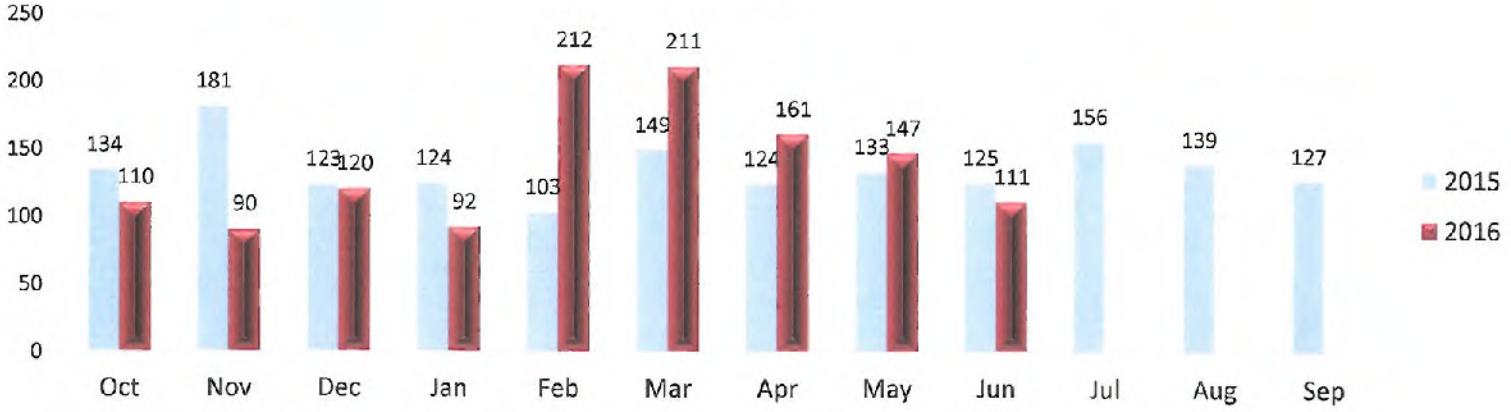
Horseshoe Bay Police Department
Dispatch Calls for Service FYTD
(2015 - 2016)



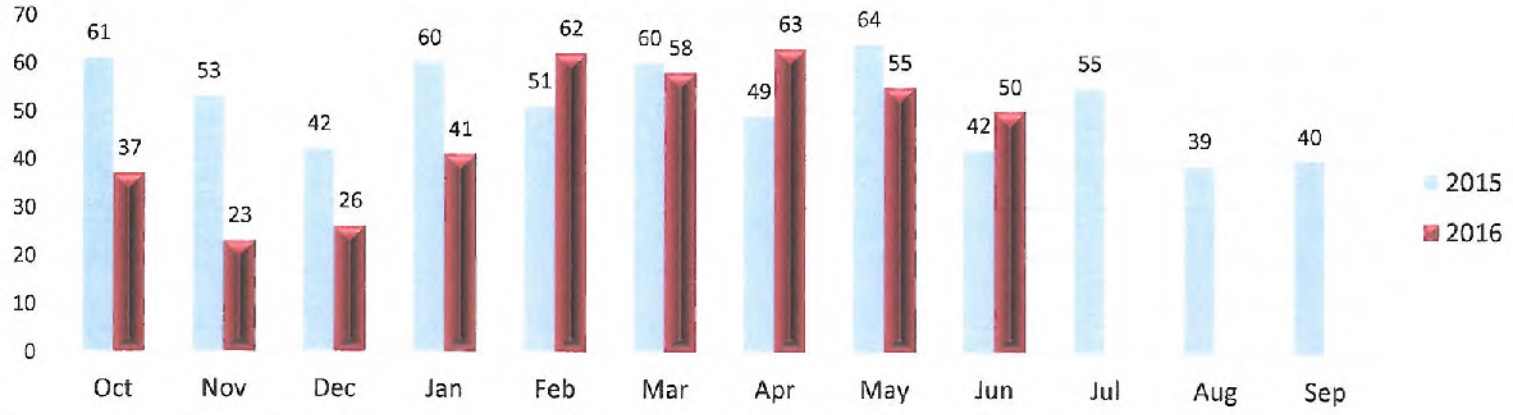
Horseshoe Bay Police Department
Verbal Warnings FYTD
(2015 - 2016)



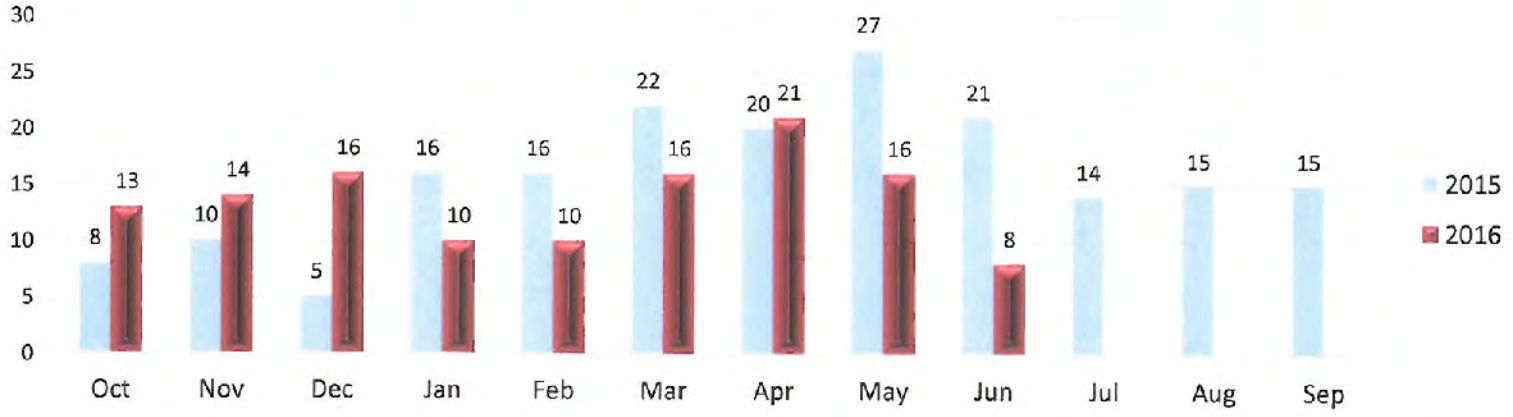
Horseshoe Bay Police Department
Warnings FYTD
(2015 - 2016)



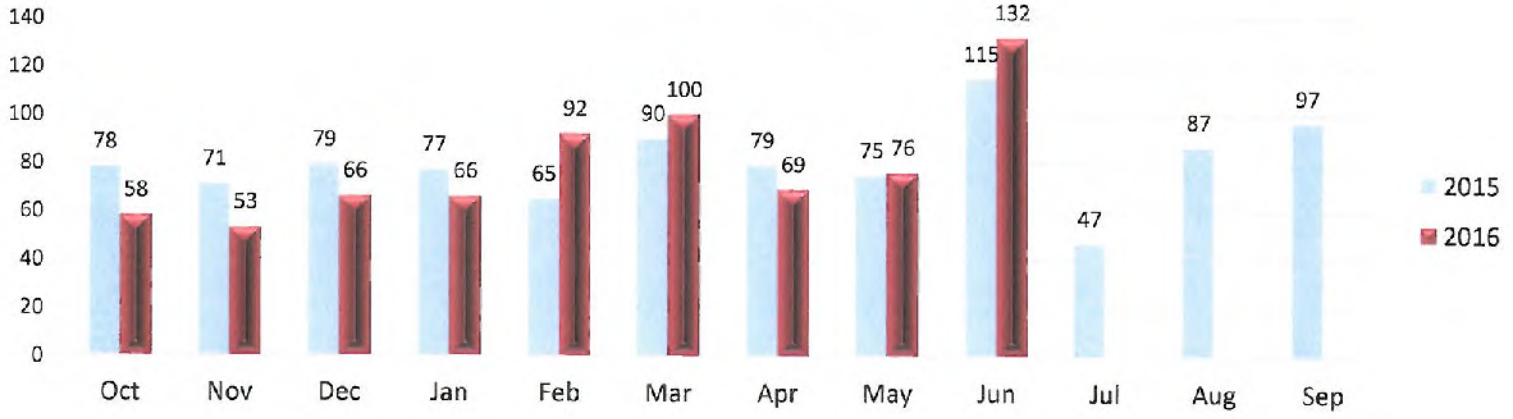
Horseshoe Bay Police Department
Citations FYTD
(2015 - 2016)



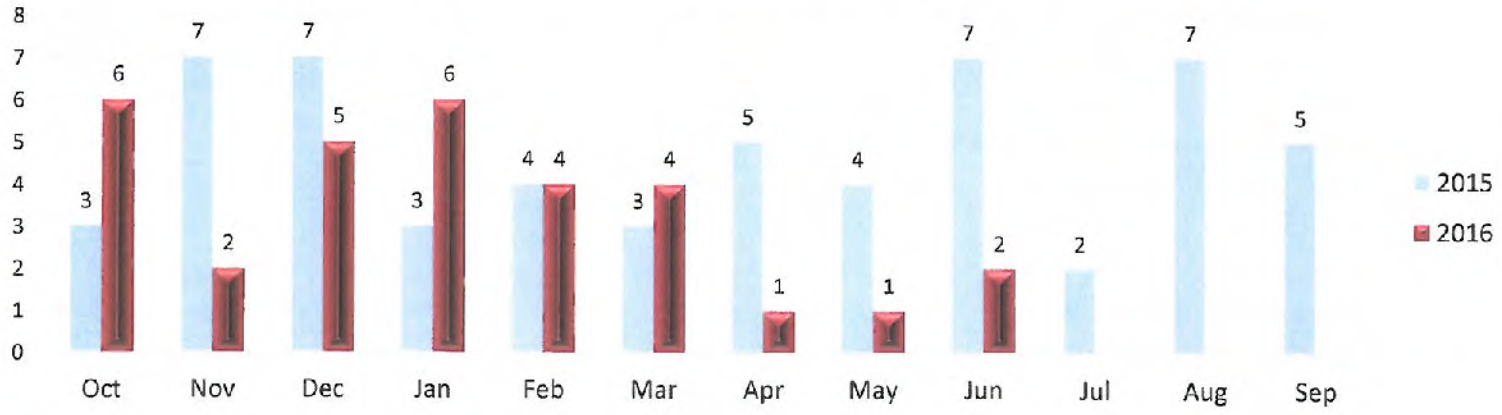
Horseshoe Bay Police Department
Arrest FYTD
(2015 - 2016)



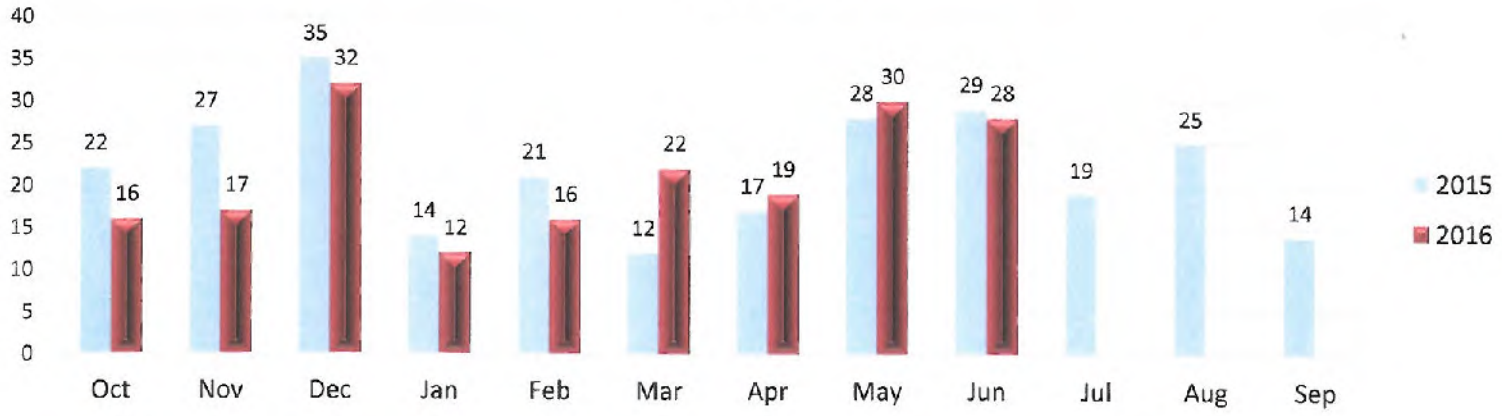
Horseshoe Bay Police Department
Code Enforcement FYTD
(2015-2016)



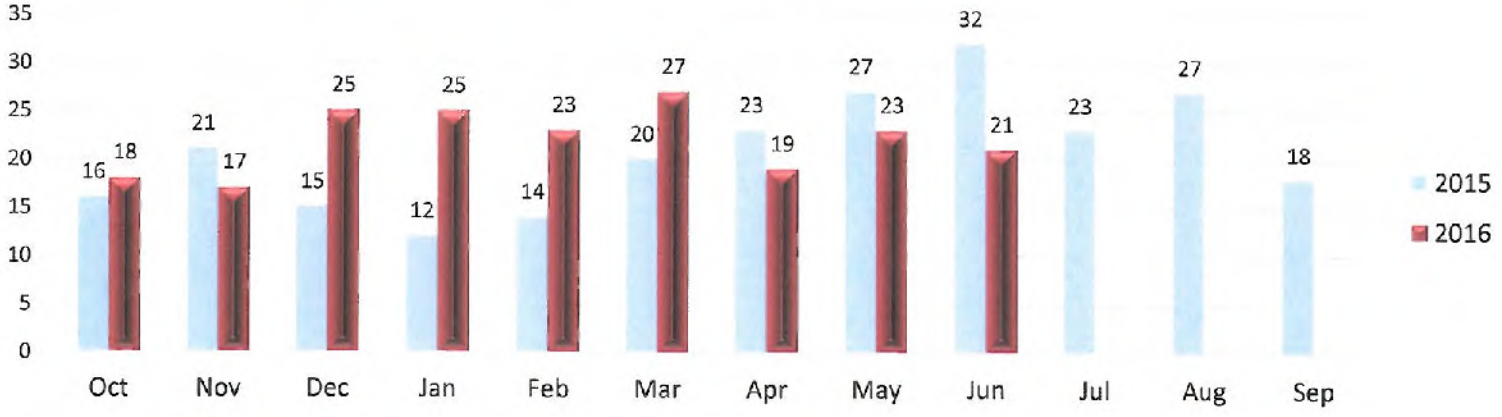
Horseshoe Bay Police Department
Traffic Accidents FYTD
(2015 - 2016)



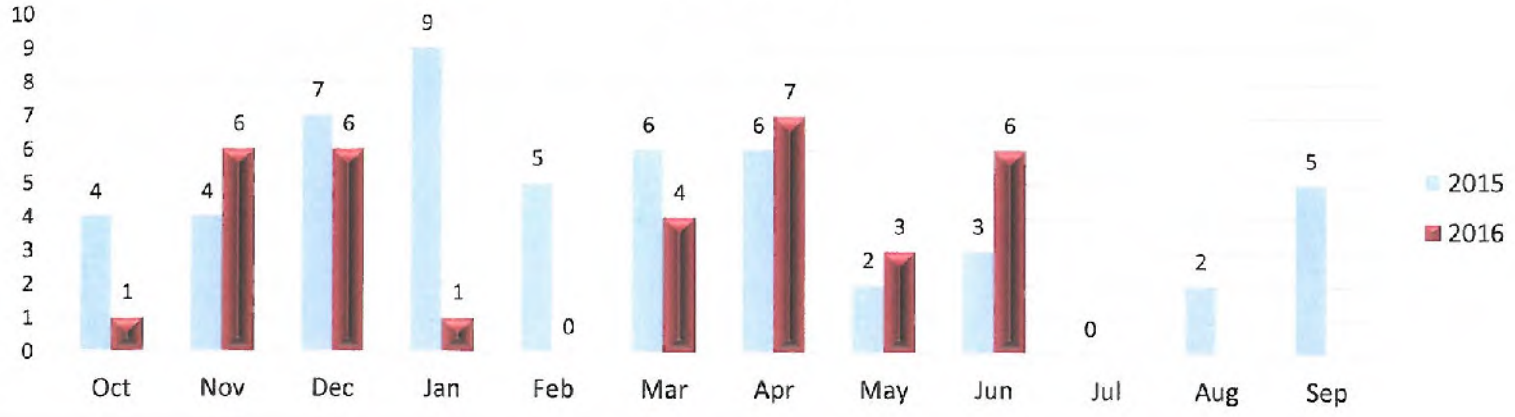
Horseshoe Bay Police Department
Home Security Watches FYTD
(2015 - 2016)



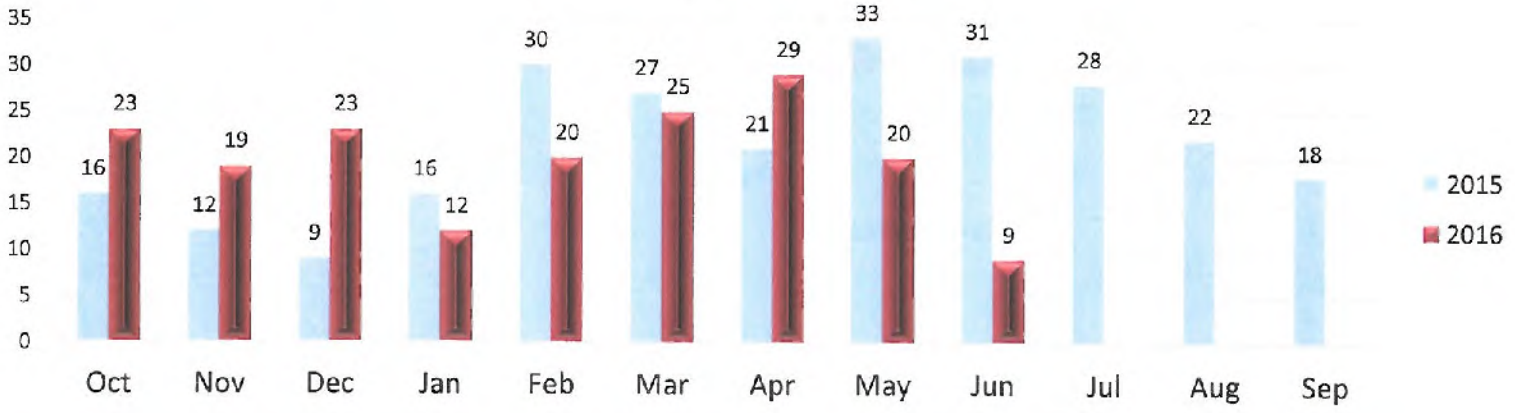
Horseshoe Bay Police Department
Alarms FYTD
(2015 - 2016)



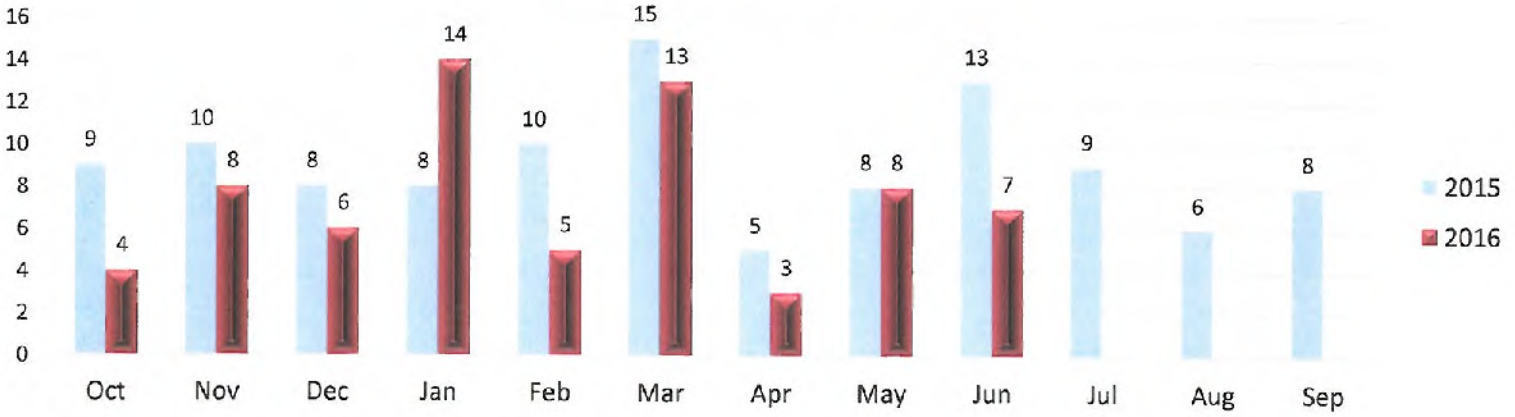
Horseshoe Bay Police Department
Felony Cases FYTD
(2015 - 2016)



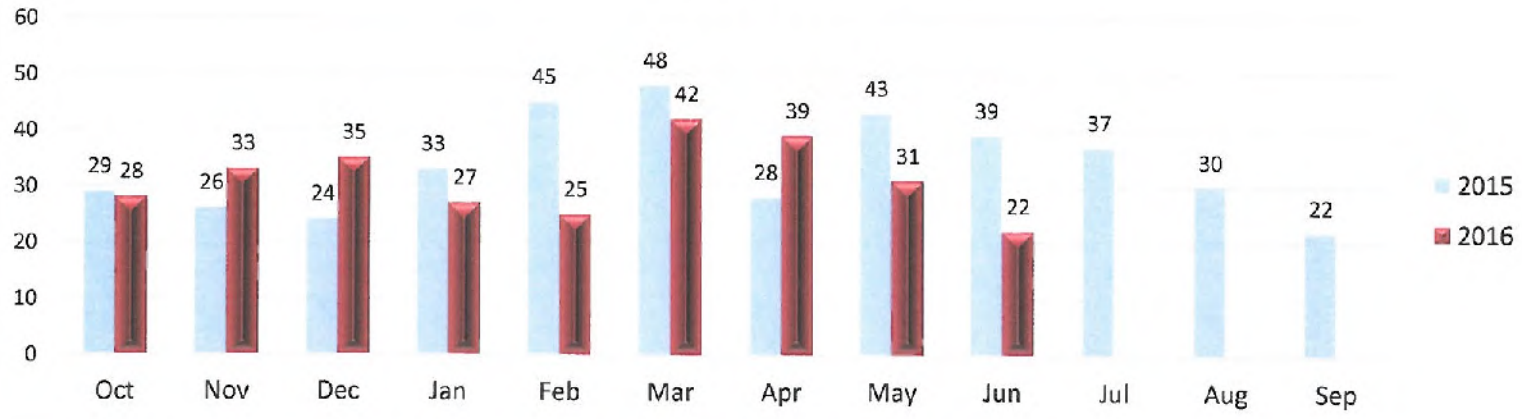
Horseshoe Bay Police Department
Misdemeanor Cases FYTD
(2015 - 2016)



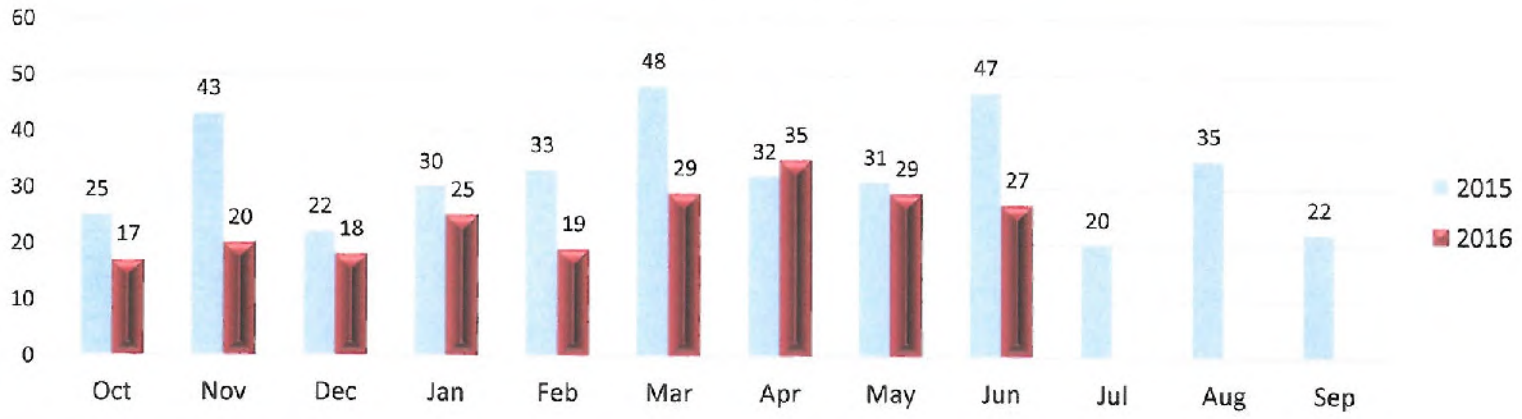
Horseshoe Bay Police Department
Non-Criminal Cases FYTD
(2015 - 2016)



Horseshoe Bay Police Department
Total New Reports FYTD
(2015 - 2016)



Horseshoe Bay Police Department
Old & New Cases Cleared FYTD
(2015 - 2016)



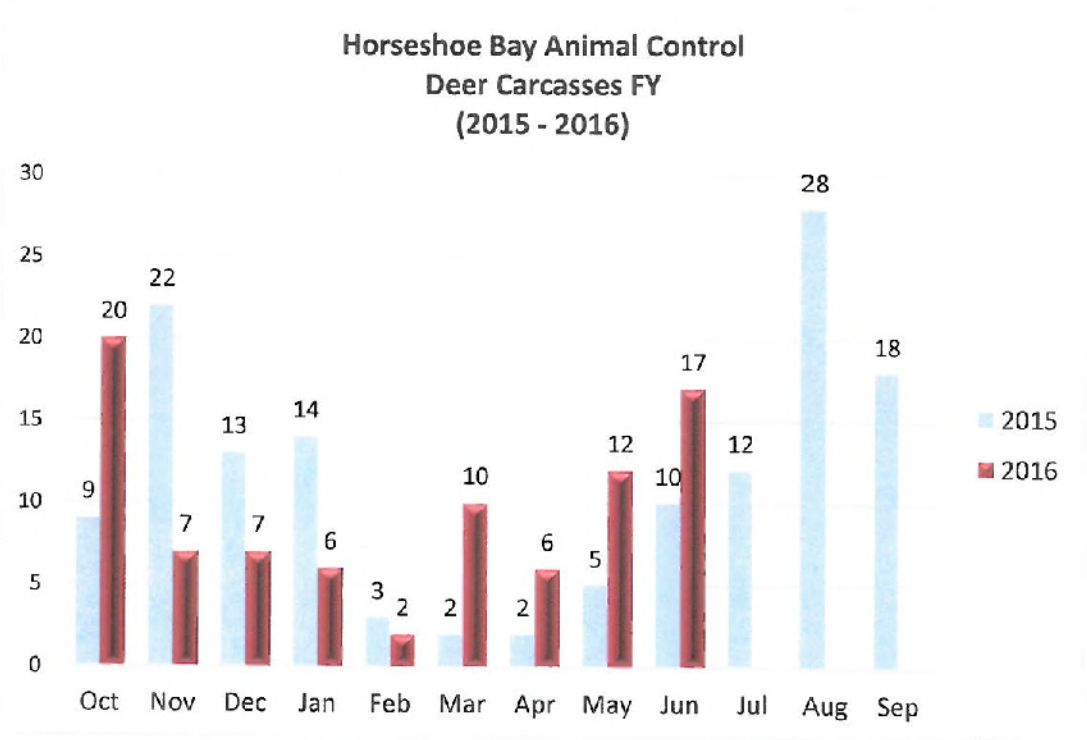
CITY OF HORSESHOE BAY

ANIMAL CONTROL
June 2016 FYACTIVITY REPORT

The Animal Control Person handled approximately two hundred-eight (208) calls within the month of June. One hundred thirty-seven (137) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while seventy-one (71) of the calls were initiated by the Animal Control Officer.

The above information reflects the number of calls handled, but does not include the number of times traps were checked and did not have an animal in them. Police officers assisted or were assisted by the A.C.O. in nineteen (19) of the calls for the month of June.

OPERATIONS	JUN 2016	JUN 2015	FYTD 2016	FYTD 2015
Buck Carcasses	1	0	15	11
Doe Carcasses	3	6	49	62
Fawn Carcasses	13	4	23	7
Total Deer Carcasses:	17	10	87	80
Other Carcasses	19	21	79	182
Total All Carcasses:	36	31	166	262
Cat related calls	15	2	58	52
Dog related calls	22	8	128	125
Total Other calls	135	95	592	857
Total Calls:	208	136	944	1296


Horseshoe Bay Animal Control
Deer Carcasses FY
(2015 - 2016)
30
25
20
15
10
5
0
9
20
22
7
13
7
14
6
3
2
2
10
2
6
5
12
10
17
12
28
18
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2015
2016

Item # 10

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Contract for Solid Waste Collection and Disposal Service

The current 5-year solid waste contract with Progressive Waste expires September 30, 2016. Recently a Request for Proposals (RFP) was advertised with proposals to be submitted on July 15, 2016 as a normal bid opening.

Since this bid opening is after you receive your monthly agenda packet I will send out additional information on Monday July 18 after the bid-opening and proper review of all material. This information will include at the very least: the RFP; pertinent information from all bids received; a bid tabulation sheet and comparison to current rates; a proposed contract for solid waste collection; and any reference information attained.

Staff will ask Council to award the contract to the best provider at a price quoted to from the RFP/bid provided.

Enclosures: Current Solid Waste Contract
Request for Proposals

Between the City of Horseshoe Bay
and
The Contractor

November 1, 2012

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CONTRACT DOCUMENT

Solid Waste Collection and Disposal

Between the City of Horseshoe Bay, a Home Rule City in Llano and Burnet Counties, the State of Texas, and

The Contractor: Progressive Waste Solutions of TX, Inc.

A. RECITALS

WHEREAS, the City of Horseshoe Bay (City) desires to provide residential and commercial customers, that are served by the City, high quality and effective solid waste collection and disposal services, including: (a) Collection and transportation of solid waste from residential and commercial units to a designated and approved disposal site, (b) Maximization of sanitary and aesthetic living conditions for Customers served by the City of Horseshoe Bay, and (c) Maintenance of enhanced customer service and positive communications with the Customer and the City;

WHEREAS, the City issued a Request for Proposals for Residential Services, Commercial Services, City Services, and Construction and Demolition Waste Services (hereinafter "the RFP"); and,

WHEREAS, the Contractor submitted a proposal in response to the RFP on or before July 19, 2012; and

WHEREAS, the City received and evaluated proposals from several proposers in response to the RFP; and,

WHEREAS, City and Contractor have engaged in negotiations regarding the RFP; and

WHEREAS, City has the power to execute this Agreement on behalf of City; and,

WHEREAS, Contractor has the power to execute this Agreement on behalf of Contractor; and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the health and welfare of the City's Customers, it is subsequently understood that the Contractor, as listed above, by executing this Contract Document, does hereby agree to perform such services for the City of Horseshoe Bay, of the type and quality and in the manner described, and with Costs as listed on the "Bid Sheet" (Attachment A), as accepted

and approved by the City Council), and subject to and in accordance with the terms and conditions set forth in the Contract Document and Attachments.

B. DEFINITIONS

BAGS — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and contents should not exceed 35 lbs.

BIN — Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial units.

BULKY WASTE – Stoves, refrigerators, water tanks, washing machines, furniture and waste material other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

BUNDLE – Tree, shrub, and brush trimmings, or newspapers and magazines securely tied together forming an easily handled package not exceeding five feet in length or 35 lbs in weight.

CITY (CITY OFFICIALS) – The City of Horseshoe Bay, Texas, or those Officials or Representatives of the City of Horseshoe Bay, as the context dictates.

COMMERCIAL REFUSE – All Bulky Waste, Rubbish, and Stable Matter generated by a Producer at a Commercial Unit.

COMMERCIAL UNIT – All premises, locations, or entities, public or private that are not Residential Units, but require Refuse collection within the corporate limits of City of Horseshoe Bay.

CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair, or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction Debris does not include Hazardous Waste, Garbage, Rubbish or Stable Matter.

CONTAINER – A receptacle utilized by a Residential Unit for the storage of Residential Refuse with a capacity of at least 18 gallons but less than 45 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The maximum weight of a Container when full shall be no more than sixty pounds.

CONTRACT DOCUMENTS – Those Documents to be executed by the City of Horseshoe Bay and the Contractor after the Award of Bid is completed by the Horseshoe Bay City Council.

CONTRACT YEAR – The one year period of time between October 1 and September 30.

CONTRACTOR– Progressive Waste Solutions of TX, Inc.

DEAD ANIMALS – Animals or portions thereof equal to or greater than 10 lbs in weight that have expired from any cause, except those slaughtered or killed for human consumption.

DISPOSAL SITE – A Refuse and Garbage depository for processing and final disposal of Refuse, Garbage, and Dead Animals, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing and separation centers; having appropriate jurisdiction and requiring such licenses, permits or approvals as necessary, and as located away from the City of Horseshoe Bay.

GARBAGE – Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption. Every accumulation of waste (animal, vegetable and /or other matter) that results from the preparation, processing, consumption, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not limited to, used tin cans and other food containers, or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents) – except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

GOVERNMENTAL PASS THROUGH FEES - Documented costs of compliance with new laws, regulations, or requirements of Federal, state, or local regulatory authorities enacted or becoming effective after the date of execution of this agreement (excluding penalties, fines and costs of correcting non-compliances or violations).

HAZARDOUS WASTE – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated.

PRODUCER – An occupant of a Commercial or a Residential Unit who generates Refuse.

REFUSE – Residential Refuse, Commercial Refuse, Bulky Waste and Stable Matter, generated at a Residential Unit, unless the context dictates otherwise, and Commercial Refuse.

RESIDENTIAL REFUSE – All Garbage and Rubbish generated by a Producer at a Residential Unit.

RESIDENTIAL UNIT – A dwelling with the City limits of the City of Horseshoe Bay occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

RUBBISH – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping

crockery, and glass, ashes, cinders, floor sweepings, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.

STABLE MATTER – All manure and other waste matter normally accumulated in or about a stable, or nay animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

C. SCOPE OF WORK.

1. The successful Bidder (Contractor) shall perform Solid Waste Collection and Disposal Services in conjunction with the requirements of this Bid, for the prices listed, and in correlation with the schedules and operations herein described.

2. The works under this Contract, shall consist of the items contained and described herein, including all the supervision, materials, equipment, labor and all other items as necessary to complete such solid waste collection and disposal work in a safe and effective manner for the Residential Units and Commercial Units of the City of Horseshoe Bay, Texas.

3. The collection and disposal of solid wastes should be continued, for the health and welfare of the City's Customers, under inclement weather and storm and disaster conditions to the greatest extent possible, with operations being limited and/or halted only after discussions have occurred and directions have been issued by City Officials.

4. Any potential increase in system-wide solid waste collection activities, due to a storm or disaster incident or other similar calamity, shall be determined via discussion with City Officials prior to the commencement of these activities. The City Officials may also allow changes and/or variances to routes and/or operations, with such changes and/or variances to be in written form.

D. COLLECTION OPERATIONS

1. Service Provided:

(a) Contractor shall provide curbside collection of Residential Refuse one time per week of up to an aggregate total of six (6) Bags or Containers and up to two (2) cubic yards of Bundles for each Residential Unit in the City; provided that such Residential Refuse is placed at curbside by 7:00 a.m. on the designated collection days of Monday and Tuesday. Residential Refuse must be placed in Bags or Containers or secured in Bundles. Collection of Residential Refuse shall not start prior to 7:00 a.m. or continue after 7:00 p.m. on the same day.

(b) Contractor shall provide service for the collection of Commercial Refuse to Commercial Units per the process and schedule furnished by the City, based on the solid waste collection needs of these entities. Service shall not be provided on Saturday or Sunday.

(c) The Contractor shall collect Bulky Waste from Residential Units once per week; provided that (i) the Residential Unit requiring such collection notify the Contractor no later than the end of the day at least two (2) days prior to the scheduled collection day, and the Bulky Waste is placed curbside no later than 7:00 a.m. Bulky Waste containing refrigerants will not be collected by the Contractor unless such Bulky Waste has been certified in writing by a professional technician to have had all such refrigerants removed. It is understood and agreed that the service provided under this Section D.1(c) does not include the collection of Bulky Waste comprised of Construction and Demolition Waste or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Contractor may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items by utilizing the Contractor's roll-off services.

2. Hazardous Waste:

(a) In conjunction with regular service to Residential and Commercial Units serviced by the Contractor in the City of Horseshoe Bay, the Contractor shall not be responsible for the collection of Hazardous Waste; being that waste, in any amount, which is defined, characterized, designated or regulated as hazardous waste by the Environmental Protection Agency and/or the State of Texas.

(b) The Contractor shall provide $3,000.00 to the City annually (on a mutually agreed upon date during each Contract Year of this Contract) to support a household hazardous waste program for the City of Horseshoe Bay. Such program shall be developed through the City and may involve other political subdivisions (i.e. Capital Area Council of Governments in conjunction with the Texas Commission on Environmental Quality which has implemented the Household Hazardous Waste Collections Program for Rural Communities managed by LCRA), and other solid waste collection service providers.

3. Location of Containers for Collection:

(a) Each Bag, Container, Bulky Waste and/or Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. The Bags, Containers, Bulky Waste or Bundles, shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Where construction work is being performed in the right-of-way, the Bags, Containers, Bulky Waste or Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Bag, Container, Bulky Waste or Bundle not so placed or any Residential Refuse not placed in Bags or Containers, or in excess of the aggregate total of six (6) Bags or Containers allowed for each Residential Unit per collection day or Bundles not properly bound or in excess of two (2) cubic yards.

(b) Contractor shall provide Bins for Multi-Family Residential Units and Commercial Units whenever the City requests their use. Each Bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect Refuse not placed in Bins or Bins that are not placed as prescribed.

4. Complimentary Services:

(a) In conjunction with the City's Recycling Center Operations, the Contractor shall provide waste services for City homeowners who are not permanent residents, do not require curbside waste collection services on a scheduled basis, but are billed the standard fee for those services. The City and the Contractor agree upon the following services:

(1) One (1) 2 cubic yard waste compactor with one (1) 42 cubic yard enclosed container. Three (3) complimentary hauls of the container will be provided each month with no charge to the City.

(2) One (1) 40 cubic yard roll-off container will be provided at no charge, with three (3) complimentary hauls per month.

(3) One (1) 40 cubic yard roll-off container to be used for plastic recyclable bulk waste will be provided at no charge, with one (1) complimentary haul per month.

Charges for hauls in excess of those provided for at no cost under this Section D.4(a), shall be billed to the City at the rates contained on Attachment A hereof.

5. Routes of Collection:

(a) Residential Unit Collection Routes shall be established by the Contractor; the Contractor shall submit a map designating the Residential Unit Collection Routes to the City for its approval, and such approval shall not be unreasonably withheld. All route changes must be approved by the City; the Contractor shall give the City at least thirty (30) day notice of any proposed route changes. The Contractor may from time to time propose, for approval from the City, changes in routes or days of collection affecting Residential Units; the City shall not unreasonably withhold approval. Upon the City's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

(b) Commercial Unit Collections Routes shall be established by the Contractor, with written schedules and notices provided to the Commercial Customers. Copies of these written schedules shall be provided to the City of Horseshoe Bay. The Contractor shall adjust schedules and times of collection to avoid disturbance of residential areas when picking up from these type facilities.

6. Holidays:

(a) The following shall be considered the only Holidays for Solid Waste Collection and Disposal Services for the purpose of this contract:

Thanksgiving Day
Christmas Day

(b) Contractor may decide to observe any or all of the above-mentioned holidays by suspension of solid waste collection and disposal service on the holiday, but it is understood by both the City and the Contractor that the Contractor remains obligated to provide collection service at Residential Units at least once per week.

(c) Arrangements should also be made by the Contractor – in conjunction with any Holidays taken by the Contractor, to ensure that the overall service to Commercial Customers is not disrupted and that the health and welfare of the Horseshoe Bay Community is not jeopardized.

E. COLLECTION EQUIPMENT

1. The Contractor shall provide an adequate number of appropriate vehicles and equipment for regular collection services, with a sufficient number of vehicles and equipment to be furnished as back-up as necessary.

2. Age of vehicles shall not exceed age of collection trucks listed in Bid Proposal submitted to City. All vehicles, bins, and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each Collection Truck furnished by the Contractor shall have the Contractor's name clearly visible on each side of the Truck, along with a specific number for that Truck and the local telephone number of the Contractor. All bins and containers provided by the Contractor shall have the Contractor's name and local telephone number legibly stenciled on the bin or container.

F. HAULING AND DISPOSAL

1. All refuse and garbage and trash hauled by the Contractor shall be so contained, tied, or enclosed by containers that leaking, spilling, or blowing of materials or debris are prevented.

2. All refuse and garbage and trash collected for disposal by the Contractor shall be hauled to a TCEQ permitted Disposal Site. The charge for disposal shall be included in the costs and rates charged to the City of Horseshoe Bay (Attachment A) for Residential Units and Commercial Units.

3. The Contractor is responsible for the collection and transportation of the solid waste (including all types of wastes collected for the City of Horseshoe Bay) to a TCEQ permitted Disposal Site, for meeting all regulations and laws (Federal, State, and Local) pertaining to solid waste collection, transportation and disposal, and furthermore, the Contractor is responsible for any liabilities that are caused by a willful or negligent act or omission of the Contractor while collecting and transporting the solid waste and other materials collected from the City of Horseshoe Bay service area to a TCEQ permitted Disposal Site.

G. CONTRACTOR'S OFFICE

1. The Contractor shall establish and maintain a local office with local telephone service and shall keep such office open for business from 8:00 a.m. to 5:00 p.m. each day, except Saturday and Sunday and the designated holidays. The local office shall be staffed with sufficient competent personnel to handle calls and inquiries during all office hours.

H. PERSONNEL

Contractor shall assign a qualified person or persons to be in charge of its operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to the Contract Administrator. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

1. Contractor shall hire and maintain qualified personnel to provide service under this Agreement. As for personnel operating commercial vehicles, Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

2. Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times.

3. Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all collection and supervisory personnel, and held not less than once per month. All temporary and newly hired permanent collection personnel shall receive comprehensive safety and operational training prior to working on the collection vehicles. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

4. All employees involved in the performance of this Agreement including office and all collection personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed collections. All supervisory and collection employees shall be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All collection, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor.

5. Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. The City reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the City.

6. In performance of collection, disposal, processing, and marketing services, Contractor's employees shall adhere to municipal, City, state and federal laws; provided, however, that if there is a conflict between a municipal ordinance and this Contract, this Contract shall be

controlling. During the term of this Contract and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Contractor to provide the services set forth herein.

7. City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City may require the Contractor to remove any unacceptable employee, as determined by the City, from service to the City. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from services related to this Agreement.

I. CUSTOMER SERVICE, COMPLAINTS, AND PENALTIES

1. The Contractor shall provide responsive and effective Customer Service and maintain sufficient staffing and equipment to address all Customer Complaints in an expeditious manner. And except for the provisions related to loose materials and spillage (subsection H.2.), all Customer Inquiries and Complaints must be resolved within a 24-hour period.

2. Spillage (caused by the Contractor in its performance of the work) must be collected by the Contractor. If Contractor caused spillage is left at the collection site, and if that spillage is not collected by 7:00 p.m. by the Contractor, then the Contractor shall be liable for a Penalty. The Penalty shall be assessed by the City as $25 per incident (complaint), per each day that the incident remains unabated, and such Penalty(ies) shall be deducted from the invoice submitted by the Contractor for that month's services (solid waste collection and disposal) performed by the Contractor.

3. If the Contractor does not timely clean up the spillage and/or loose materials (such deficiencies being attributable to the Contractor), then such loose materials and/or spillage may be cleaned up, or caused to be cleaned up, by the City, with such costs related to this clean up to be charged the Contractor, with the deduction made from the Contractor's Invoice.

4. At such time that the Contractor is unable to collect Residential or Commercial solid waste or associated materials at a particular address, due to the alleged fault or alleged deficiency of the Customer, the Contractor shall immediately contact the City of Horseshoe Bay with the address of such deficiency, and the City shall attempt to contact the Customer so that the matter may be appropriately resolved, and the situation will also be investigated by a representative of the City; the Customer and the Contractor will be notified of the outcome of the investigation, with the solid waste or associated materials to be scheduled for pick up at the next regular collection date.

5. Complaints from a Customer of Non-Collection by the Contractor shall be investigated by the Staff, with the associated report provided to the City Manager. The City Manager shall make the final decision, and it shall be binding, in regard to any such dispute between the Customer and Contractor pertaining to a non-collection incident. A penalty (not to exceed the monthly collection charge attributable to such Residential Unit) may be assessed if the fault is assigned to the Contractor.

6. The Contractor shall provide one (1) designated Contact Person (name, address, and telephone number) that will be responsible for complaints and customer service. The Utilities Director will be the contact person for the City of Horseshoe Bay, as regarding customer service and complaints.

7. Complaints about solid waste collection activities may be made directly to the Contractor or they may be made directly to the City of Horseshoe Bay, with the complaint forwarded to the Contractor. A "City of Horseshoe Bay Services Log," of all complaints and inquiries and actions taken, shall be maintained by the Contractor, with a copy furnished to the City on a weekly basis – or more often if necessary and if requested by the City of Horseshoe Bay. The Log shall include the street address and name of customer, telephone number, date and time and type of complaint, and the date and time of complaint resolution.

8. The Contractor shall provide reports, on a monthly basis, regarding the number of customers serviced in that particular month and the monthly record of complaints and complaint resolution, along with any other reports –deemed pertinent by the Contractor – that would establish cost of operations criteria or factors that would provide supplemental information to the Annual Review Process associated with the Contractors request for a modification to the Rates.

9. The City shall have access during regular business hours to all the Contractor's records pertaining to its services to the City (customer service, operations, etc.). If requested by written notice and at the City's expense, the City of Horseshoe Bay shall have the right to audit the Contractor's Records pertaining to the services provided to the City.

10. The Contractor shall promptly repair any and all damage to the City's roads caused solely by a willful or negligent act or omission of the Contractor while performing the services. The Contractor shall not be liable for any damage of any type or form due to the regular wear and tear associated with Contractor's vehicles driving on the City's streets. The Contractor agrees that it will have its drivers back into the cul-de-sac streets within the City and that a failure to do so shall be deemed a willful or negligent act or omission of the Contractor. If City repairs damage to a cul-de-sac caused by Contractor, such costs related to this repair shall be charged to the Contractor, with the deduction made from the Contractor's Invoice.

J. COMPLIANCE WITH APPLICABLE LAWS

At all times, the Contractor shall conduct all Solid Waste Collection and Disposal Operations in full compliance with all applicable laws and regulations of the Federal Government, State, Counties, or the City of Horseshoe Bay; provided, however, that if there is a conflict between a municipal ordinance and this Contract, this Contract shall be controlling.

The Contractor understands, acknowledges, and agrees the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

The Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal and State Immigration laws and regulations that relate to their employees. The provisions of this Article shall be included in any contract the Contractor

enters into with any and all of its subcontractors who provide services under this Contract.

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City may inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranties given above.

The City, at its sole cost and expense, may conduct random verification of the employment records of the Contractor and any of its subcontractors during regular business hours to ensure compliance with those warranties.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act.

In addition, Contractor shall comply with the following laws:

1. Occupational Safety and Administration
   Contractor will warrant that any work performed on City property or in a location partially or entirely under (Contractor's) control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

2. Equal Employment Opportunity
   Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

3. Fair Labor Standards Act
   Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

K. EFFECTIVE DATE

The Contractor shall commence the provision of Services for the City of Horseshoe Bay – for Solid Waste Collection and Disposal – effective as of November 1, 2012.

L. NON-DISCRIMINATION

The Vendor / Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

M. INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims demands, damages, costs, expenses, and attorney's fees caused by the Contractor's negligent or willful act or omission or violation of law in its performance under this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Contract or any negligent or willful act or omission or violation of the law by the City, its officers, agents, servants, and employees.

N. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State (other than sales, service and use taxes associated with the services, which are required to be billed, collected and remitted by the City).

O. TERM

1. The Contract shall take effect as of November 1, 2012, and shall be for a forty-seven month period, ending on September 30, 2016. The Contract shall be reviewed annually by the City and the Contractor. The Contract may be extended to a term of five (5) years to September 30, 2017, depending upon the level of performance of the Contractor, the Contractor's existing charges and proposed charges for services provided, and if approved by the City Council of the City of Horseshoe Bay. The Annual Review will address Service Performance and for any adjustments due to cost escalations related to increases in the Fuel Costs, CPI, and other factors; the Review will address, at the appropriate time, any consideration for an extension of the Contract, which must be requested by the Contractor.

2. In order to be considered by the City in the Review Process, the Contractor must submit all requests for Rate Adjustment (and/or Contract Extensions -- if appropriate) no later than May 31st of each year 2013, 2014, 2015 and 2016. The failure of the Contractor to submit a Request for Rate Adjustment, with supporting documentation, on or before May 31st of each of these years, will eliminate any consideration of a Rate Adjustment for the Contractor for that particular year, and it will also eliminate any consideration of a Contract Extension.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City of Horseshoe Bay:	If to the Contractor:
City Manager City of Horseshoe Bay PO Box 7765 Horseshoe Bay, TX 78657-7765	Division Manager Progressive Waste Solutions of TX, Inc. 2021 Hwy. 281 South Johnson City, TX 78636
Copy to: Mayor City of Horseshoe Bay PO Box 7765 Horseshoe Bay, TX 78657-7765 Baker & Robertson c/o Rex G. Baker, III P O Box 718 Dripping Springs, Texas 78620	Copy to: Legal Department IESI Corporation 2301 Eagle Parkway, Ste. 200 Fort Worth, TX 76177

P. TERMINATION OF CONTRACT FOR CAUSE

1. If, at any time, the Contractor shall fail to substantially perform the provisions, covenants, or conditions herein set forth in this Contract, the following steps shall be taken:

(a) The City Manager of the City of Horseshoe Bay shall notify the Contractor, by certified mail, the specific reason in support of the City's claim that the Contractor has substantially breached the provisions, covenants, or conditions of the Contract.

(b) The Contractor shall be allowed a thirty (30) day period, from the receipt of the certified notice from the City, to remedy any failure to perform.

(c) Should the Contractor fail to remedy its performance deficiencies after thirty (30) days, a Hearing shall be held with the General Manager or his/her designated representative. Written notice, of the date and time of the Hearing, shall be sent by certified mail to the Contractor.

2. After this Hearing, if the City Manager or his/her designated representative determines that the Contractor has failed to remedy the performance deficiencies, he/she may order that a Termination or Suspension Hearing be held by the City Council or that a Correction Plan be approved to allow for the needed remediation by the Contractor.

3. Should the City Manager deem the Contractor to have failed to remedy deficient performance, a Hearing – open to the public - shall be conducted by the City Council. A written notice, sent via certified mail, shall be sent to the Contractor no earlier than ten (10) days before the scheduled Hearing, and the notice shall specify the time and place of said Hearing and it shall include the specific reasons in support of the City's claim that the Contractor has substantially breached the provisions, covenants, and conditions of this Contract.

4. At this Hearing of the City Council, the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against the Contractor in the

written notice. If, after said Public Hearing, the City Council makes a finding that the Contractor has failed to perform the Contract – its clauses and tenants, the City Council may, by majority vote, suspend or terminate the Contract. Any Contract termination date shall be effective ninety (90) days from such findings.

5. This Contract may, at the option of the City of Horseshoe Bay, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of Creditors by the Contractor. This Contract may, at the option of the Contractor, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of Creditors by the City of Horseshoe Bay.

6. Any failure by the City to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for termination of this Contract which termination shall be effective ninety (90) days from such notice.

Q. INSURANCE AND PERFORMANCE BOND

1. The Contractor, at all times during the Contract, must maintain in full force a Certificate of Insurance (to be provided to the City) and a Performance Bond.

Insurance shall be provided by the successful Contractor in the following Coverage

Types and Limits of Liability; which shall be listed under the Certificate of Insurance:

Workers' compensation	
	Statutory
Employer's Liability	
	$1,000,000 each Bodily Injury by Accident
	$1,000,000 policy limit Bodily Injury by Disease
	$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability	
Bodily Injury/Property Damage	$2,000,000 in the aggregate
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000 each occurrence
Combined – Single Limit	$2,000,000 general aggregate
Excess or Umbrella	
	$25,000,000 per occurrence

3. The General Conditions of the Contract Documents will require a Performance Bond and insurance certificates to be furnished with the executed Contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company

issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the Contract Document. The Performance Bond at the time of execution of the Contract shall be in the amount of fifty thousand dollars ($50,000).

R. BASIS AND METHOD OF PAYMENT

1. Collection and Disposal Rates:

(a) For Collection Services required to be performed per this Contract, the charges shall not exceed the Rates as fixed by the "Bid Sheet" that was accepted and adopted by the City of Horseshoe Bay (Attachment A), except as the Rates may be adjusted in accordance with the Review Process, if request received by May 31st, and in accordance with subsections O.2. and R.2.

(b) The Rates for Collection and Disposal Services, as contained under the Bid Sheet accepted and adopted by the City of Horseshoe Bay (Attachment A) shall include all disposal costs.

(c) The rates for Collection and Disposal Services, as contained under the Bid Sheet accepted and adopted by the City of Horseshoe Bay (Attachment A) do not include any state, local, sales, service or use taxes that may be associated with the services provided by the Contractor hereunder.

2. Modification to Collection and Disposal Rates;

(a) The Rates shall be modified as the result of the first Review Process (May 31, 2013) and the Review Processes in subsequent years. Each year, the Rates shall be adjusted upward or downward to reflect changes in the cost of operations, as determined by the Consumer Price Index — CPI (Dallas, Texas area) and the Consumer Price Index (CPI) for "Garbage and Trash Collection" (category index), both of which are published by the U.S. Department of Labor, Bureau of Labor Statistics. The maximum annual adjustment, based on the CPI, is set at three percent (3%).

(b) All percentage changes are to be computed as the difference between the index value of the previous year compared to the index value of the present year. The CPI for April of each year shall be used for comparison purposes.

(c) The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances. The parties acknowledge and understand that the Governmental Pass Through Fees may vary from time to time, and, in the event any of such Governmental Pass Through Fees are increased or additional Governmental Pass Through Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Governmental Pass Through Fees or additional Governmental Pass Through Fees.

(d) In addition to the above, the Contractor may petition the City for additional rate adjustments based upon landfill locations and disposal costs, fuel costs, and unusual costs

in its operations. After the request of the Contractor during the Review Process and after consideration by the City Council of the City of Horseshoe Bay, such additional rate adjustments may be granted at the discretion of the City Council.

3. The City to Act as Collector:

The City shall submit monthly statements to the Solid Waste Collection and Disposal Customers of the City of Horseshoe Bay (Residential and Commercial Customers) for services provided by the Contractor, including those accounts that are delinquent. The City agrees that payments owing to the Contractor pursuant to this Contract shall be based solely on the services rendered by the Contractor. The Contractor shall not be held responsible for the collection of "bad debt" billed by and owed to City for the services, nor shall the Contractor be penalized for Services rendered that remain unpaid by any Commercial, Industrial Unit.

4. Delinquent and Closed Accounts:

The Contractor shall discontinue Solid Waste Collection and Disposal Services to any Residential or Commercial Unit, as set forth in a written notice sent to the Contractor by the City. Upon further notification by the City of Horseshoe Bay, the Contractor shall resume Solid Waste Collection and Disposal Service on the next regularly scheduled collection day. The City shall indemnify and hold harmless the Contractor from any claims, suits, damages, liabilities, or expenses, including, but not limited to, investigation and attorneys' fees, resulting from the Contractor's discontinuance or suspension of services upon written notice from the City.

5. Billings of Contractor to City:

On a monthly basis, the Contractor shall submit an invoice of the amounts due for Service provided under Section D. hereto, for all Commercial and Residential Units located in the City within ten (10) days following the end of the month in which such services were performed, commencing on December 10, 2012 and the City shall provide remuneration to the Contractor on or before the 30th day following the receipt of such invoice. The City shall bill, collect and remit all sales, use and service taxes as required by law.

S. TRANSFERABILITY OF CONTRACT

Other than by valid operation of law, no assignment of this Contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City of Horseshoe Bay, which consent shall not be unreasonably withheld; provided, however, the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by merger, consolidation or otherwise) without the City's consent. In the event of any approved assignment, the assignee shall assume the obligations, duties, and liabilities of the Contractor, and shall provide all the required items of this Contract, including Insurance (with a Certificate of Insurance) and a Performance Bond.

T. EXCLUSIVE CONTRACT

The City of Horseshoe Bay shall not enter into a contract with another entity for Residential or Commercial Solid Waste Collection and Disposal Services while this Contract remains in effect and during this contract period (November 1, 2012 through September 30, 2016). The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive contract granted herein. The City hereby grants to the Contractor, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Refuse, the exclusive franchise, license and privilege to collect, haul and dispose of Refuse over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Contractor contained herein, the City shall take appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Contractor. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Contractor's exclusive-franchise rights, the Contractor may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

U. OWNERSHIP OF SOLID WASTE

Title to solid waste, dead animals, and other garbage and associated materials shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from a Bin or container, or removed by Contractor from the Customers' premises, whichever last occurs. All title to and liability for materials excluded from this Contract, including but not limited to, Hazardous Waste, shall remain with the generator of such materials.

V. ATTACHMENTS

Upon approval by the City Council, all relevant and approved Attachments and other related and approved materials shall become an integral part of this Contract Document. NOTE: Attachment A "Bid Sheet," is the Bid Sheet accepted and approved by the City of Horseshoe Bay City Council for service to the Residential Customers and Commercial Customers within the City's service area.

W. SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

X. GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State

of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof. Notwithstanding anything contained herein to the contrary, the City does not waive any defense of sovereign immunity it may have.

Y. ATTORNEYS' FEES

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

Z. FORCE MAJEURE

Any failures or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with laws or government orders, fires, and acts of God shall not constitute a breach of this contract.

CONTRACT EXECUTION DOCUMENT

"SOLID WASTE COLLECTION AND DISPOSAL"

CITY OF HORSESHOE BAY

Approved:

Stan R. Farmer
City Manager

Date: 10/24/12

ATTEST:

Teresa L. Moore, TRMC
City Secretary

Date: 10/24/12

SERVICE PROVIDER:

Progressive Waste Solutions of TX, Inc.

BY: _____

John Gustafson, Vice President

Date: 10/29/12

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on the 29 day of OCTOBER, 2012, by John Gustafson on behalf of Progressive Waste Solutions of Tx, Inc

SHANDA MCCLANAHAN
Notary Public, State of Texas
My Commission Expires
September 29, 2015

Notary Public, in and for, the State of Texas

ATTACHMENT A
BID SHEET

Progressive Waste Solution of TX, Inc.

Monthly Rates for Garbage Collection Service: **Current # of Customers 2709**
Residential Service: **One pickup per week $11.75** per month, per Residential Unit

Commercial Service (Monthly Rates):

	Collection Rate				
Dumpster Size	**1 time/week**	**2 times/week**	**3 times/week**	**4 times/week**	**Current # of Customers**
1st 2 Cubic Yards	$ 112.00	$185.00	$258.00	$332.00	5
Each Additional	$90.00	$148.00	$206.00	$266.00	
1st 3 Cubic Yards	$130.00	$214.00	$298.00	$382.00	4
Each Additional	$104.00	$171.00	$238.00	$306.00	
1st 4 Cubic Yards	$146.00	$241.00	$336.00	$430.00	4
Each Additional	$117.00	$193.00	$269.00	$345.00	
1st 6 Cubic Yards	$153.00	$296.00	$412.00	$527.00	15
Each Additional	$122.00	$237.00	$330.00	$422.00	
1st 8 Cubic Yards	$159.00	$308.00	$424.00	$549.00	6
Each Additional	$127.00	$246.00	$339.00	$439.00	
6 Yard Compactor	$380.00	$662.00	$890.00	$1,075.00	1

Commercial Hand Pick Up Services (cans only – maximum of 3)

Charge per Unit at:		**Collection Rate**	**Current # of Customers**
*Polycart Service (96 gallons) at			
	1 x per week	$20.50/month	27
each additional	1 x per week	$25.00/month	
	2 x per week	$38.50/month	9
each additional	2 x per week	$45.00/month	10

*(96 gallon polycart service is provided for 2 x per week service only)

Additional Municipal Containers Roll Off/Compactor Service Rates:

Size	Delivery Charge	Haul Fee	Monthly Rental
20 Cubic Yard Open Top	$150.00	$510.00	$ 90.00
30 Cubic Yard Open Top	$150.00	$530.00	$ 90.00
40 Cubic Yard Open Top	$150.00	$550.00	$ 90.00
42 Cubic Yard Compactor	$150.00	$675.00	$300.00

CITY OF HORSESHOE BAY, TEXAS
Request for Proposals
Solid Waste Collection & Disposal Services

The City of Horseshoe Bay, hereinafter "the City", will receive sealed Proposals for the following project:

PROJECT: Solid Waste Collection & Disposal Services for Horseshoe Bay, Texas

PROPOSAL DUE DATE & TIME: **July 15, 2016 at 10:00 a.m.**

SUBMISSION LOCATION:

Personal Delivery:
City Manager, City Hall
#1 Community Drive,
Horseshoe Bay, Texas 78657

U.S. Mail:
City Manager, City Hall
P.O. Box 7765
Horseshoe Bay, Texas 78657

No submissions by fax or email.

DEADLINE FOR INQUIRIES: **July 8, 2016 at 4:00 p.m.**

TYPE OF WORK:

Residential and Commercial waste collection, transport, and disposal of municipal solid waste, including bulky waste from within the City Limits to a disposal or processing site identified by the Applicant. The Proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment.

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PURPOSE

The City of Horseshoe Bay ("the City") is requesting proposals from interested and qualified contractors ("Applicants") to provide the City with residential and commercial solid waste collection, transport, and disposal or processing ("Project") within the City limits.

This is a Proposal package for residential and non-residential solid waste collection and disposal services for the City as publicly advertised in the **The Highlander** newspaper. All information required for preparing this Proposal is included in this Proposal package.

Applicants are invited to submit Proposals in accordance with the requirements of this competitive sealed Request for Proposal ("RFP" or "Proposal"). Please read the entire package before preparing your Proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant's response.

Applicants are requested to provide any or all of the following services for residential and commercial locations within the City:

1. Solid waste and bulky waste collection and disposal

Applicants are expected to provide estimates based on a once-per-week residential and commercial collection.

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a Proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. Alternate bids are allowed for this RFP. The City will expect and demand quality service from the successful Applicant at all times.

The City of Horseshoe Bay is a rapidly growing, environmentally aware community in the Texas Hill Country about 45 miles west of Austin. This beautiful Hill Country town offers majestic views, abundant wildlife, rolling hills, and rock bottom creeks. The Horseshoe Bay population is about 6,400 with approximately 3000 utility billings each month. Recycled materials are currently collected at a drop-off center. Applicants specifically recognize that the amount of solid waste and number of households may vary.

GENERAL INFORMATION FOR THE PROPOSAL

Applicant Requirements & Responsibilities:

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Horseshoe Bay. The City of Horseshoe Bay is interested in proposal from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative, friendly, and committed to offering Horseshoe Bay residents quality service. The City desires a vendor that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

Specifically, Applicant requirements include:

1. Provide an efficient and economical weekly service of curbside collection of solid waste for all residential and commercial customers within the City limits;
2. Collect and transport solid waste from all residential and commercial customers within the City of Horseshoe Bay to the applicant's designated disposal site, which must be a properly licensed waste disposal facility;
3. Maintain positive communications with the City and the customer.

Specifically, Applicant responsibilities include:

1. Leave waste containers (including the lids) on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter);
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each day;
4. Inform the City Manager or his/her designee of any event (including, but not limited to: equipment failure, manpower shortage, icy weather, and flood) which may delay the pick-up of solid waste by more than two (2) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. If an Applicant misses a pick-up, the Applicant will return to collect the waste or recyclables within a twenty-four (24) hour period.
8. Provides and requires professional uniforms and appearance for all personal that drive the truck and collect the solid waste.

Generation of Materials

Future increases or decreases in population, number of Units, or volume of Solid Waste and other materials in the Contract Area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for Proposal purposes, based on information provided with this RFP or derived from any other public information sources.

Applicant Qualifications

To demonstrate qualifications to perform the services required in this RFP and the subsequent Contract if awarded, each Applicant **shall include, as a separate attachment to the Proposal Cost Form, the following items:**

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at 5 or more of the Applicant's current municipal or community customers (References);
3. Applicant's current audited financial statement;
4. Applicant's insurance coverage, showing coverage of at least:

Workers' compensation	
Coverage A	Statutory
Coverage B	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability	
Bodily Injury/Property Damage	$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability	
Bodily Injury/Property Damage	$2,500,000 each occurrence
Combined – Single Limit	$5,000,000 general aggregate

5. List of Applicant's proposed management staff plus resume of the proposed Project leaders;
6. Project organization chart;
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
8. Evidence of Applicant's authority to conduct business in the State of Texas;
9. If Applicant is a corporation, furnish a copy of the corporate resolution authorizing Applicant to enter into this transaction;
10. Description of public relations and customer education;
11. Description of quality control methods, complaint management, and resolution procedures;
12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;
13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;

15. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
16. Discussion of any complimentary services available for City sponsored events;
17. Discussion of methods for handling barriers to collection, including blocked streets;
18. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares (pictures of vehicles strongly encouraged);
19. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
20. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
21. Discussion of disposal and processing sites;
22. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
23. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste; and
24. Discussion of worker training and incentive; and
25. Provide information on charges to the City for unplanned Brush and Bulk item collection when contracted by the City in the course of performing emergency disaster response.

Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference by sending the prospective job superintendent and/or manager. A proposed implementation schedule shall be submitted to the City Manager or his/her designee in a form satisfactory to the City Manager or designee. Upon review of the documentation identified as required during that conference and when City decides, a Notice to Proceed will be issued by the City Manager or his/her designee.

Notice to Proceed

No interruption of existing service is permissible. Service transition must be coordinated and executed on the Starting Date set forth in the Notice to Proceed. The City intends to issue the Notice to Proceed within sixty (60) days after Award of Contract, however such period of time is not binding—failure to so issue the Notice to Proceed shall not constitute a breach of the Contract. This time period supersedes any other time period discussed or disseminated prior to the RFP.

DETAILED INFORMATION

Compliance with Laws

Each Applicant shall examine the RFP and related Ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including but not limited to all rules, regulations, and the restrictive covenants governing the land within the City jurisdiction, which may in any manner affect cost, progress, or performance of the herein described services.

RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested an RFP. Any addendum is not official unless it is prepared and distributed in writing by the City.

Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the Proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each Proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the Proposal and any written clarification of same requested by the City and delivered to the City Manager will become part of the final Proposal for services.

Proposal Submission

1. All Applicants must submit Proposals for waste removal on the basis required for the Proposal Cost Forms.
2. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. One original should be enclosed in each envelope. The envelope must not be see-through.
3. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns, or unless only one Proposal is received before the Proposal due date.
4. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the City on or before the date specified. Applicants shall be responsible for the actual delivery of Proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the Proposal was mailed in time to be received before the scheduled Proposal submittal due date.

Mailing & Hand Delivery Address:

MAILING:
Attn: City Manager
P.O. Box 7765
Horseshoe Bay, TX 78657

HAND DELIVERY:
Attn: City Manager
#1 Community Drive
Horseshoe Bay, TX 78657

5. After the Proposal submittal time and due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its Proposal.

Changes or Alterations

Applicant may change or withdraw their Proposal at any time prior to the Proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted Proposal shall be accepted and must be submitted as a complete, new Proposal superseding and replacing the original proposal which will be considered withdrawn. The revised Proposal shall be addressed in the same manner as the Proposal and must be received by the City prior to the scheduled Proposal submittal due date.

Submittal Clarification

The City reserves the right to obtain clarification of any point in a Proposal or to obtain additional information from an Applicant.

Proposal Holding Time

The City may hold Proposals for a period not to exceed one hundred and eighty (180) days from the Proposal submittal due date for the purpose of reviewing Proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from Proposal opening.

Proposal Reservations & Evaluation

The City reserves the right to reject any or all Proposals, to Award the entire Contract to one provider for all Work or to several providers for separate identifiable parts, and to waive minor defects in Proposals. The City may consider any alternative Proposal that meets its basic needs.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the Contract will also be based on the qualifications of the Applicant, innovative and environmentally safe technologies, vehicle appearance and weight, and a strong history of customer service.

Prompt payment discounts may be considered in determining cost. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an Award. Standard payment terms will otherwise be NET thirty (30) days after services are rendered.

Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a Proposal.

Contract Award

The Contract Award, if made, shall be made to the Applicant whose Proposal, in the City's sole discretion, furthers the City's best interests. No Award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the Proposal's validity. Contract Award, if made, shall be made by the City Council. After the City's Contract Award, the City will provide the Applicant with Contract documents.

Proposal Security

Each Applicant shall submit a Proposal Security in the amount of five thousand dollars ($5,000) with each Proposal. The Proposal Security shall be in the form of a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Horseshoe Bay. In lieu of making a cash deposit, the Applicant may submit a Proposal Security in the amount of five thousand dollars ($5,000) executed by a corporate surety acceptable to the City and licensed in Texas to execute such sureties. An irrevocable letter of credit on a bank or trust company insured by the FDIC and made payable to the order of the City of Horseshoe Bay for the amount of five thousand dollars ($5,000) is also acceptable. All Proposal Security will be returned immediately after a Contract is awarded, negotiated, and signed. Should an Applicant who is awarded the Contract not complete the subsequent negotiation and/or signing steps of the process, the City shall collect and retain the Applicant's Proposal Security and may award the Contract to the next best Applicant if any.

Bonds & Insurance

The General Conditions of the Contract Documents will require Payment and Performance Bonds and insurance certificates to be furnished with the executed Contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the Contract Document. The Performance Bond at the time of execution of the Contract shall be in the amount of fifty thousand dollars ($50,000).

Name Use

No Applicant advertising, sales promotion or other publicity materials may mention information obtained from this Proposal, or imply the name of the City of Horseshoe Bay, without prior express written permission.

Bribery Clause

By submission of the proposal, the applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

Applicant Certification

By the submission of the Proposal, the Applicant certifies that the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham Proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

PROPOSAL COST FORM

PROPOSAL FORM FOR:

_____

(Print or Type Applicant Name)

The undersigned Applicant offers and agrees, if this Proposal is accepted, to enter into a Contract with the City of Horseshoe Bay ("the City") to complete all services and perform all Work in strict conformity with the terms and conditions set forth in the Contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this Proposal; that this Proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this Proposal, or in any portion of the profit to be derived there from, or employed in any way by an owner of any interest in Applicant.

This Proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to Award this Contract based upon the Proposal which is deemed to be in the City's best interest. The City reserves the right to accept the Proposal in whole or part. The term for the operations agreement is four (4) years with one (1) one-year optional extensions.

In submitting this Proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda, if any;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the Work and all difficulties that may arise or be encountered in the performance of the Work; and
6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. To abide by the charges and alteration stipulations set forth in RFP;
2. that they accept all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their Proposal Security; and
3. That upon acceptance of the Contract, they will execute a Contract and will furnish the required Performance Bond, Payment Bond, and insurance certificates as set forth in the Contract Documents.

In accordance with the above understandings and agreements, Applicants will complete the Work for the Contract Area consisting of residential and commercial customers.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste collection
2. Disposal or processing fees
3. Bulky waste collection

Additional Collection Units and hourly work made part of the Contract after Contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since Contract execution. The City may choose not to utilize any or all of the Additional Work.

Complimentary Services:

In conjunction with the City's Recycling Center Operations, the Contractor shall provide waste services for City homeowners who are not permanent residents, do not require curbside waste collection services on a scheduled basis, but are billed the standard fee for those services. The City and the Contractor agree upon the following services:

The Contractor will furnish to the City, at no charge, the following items:

1. One (1) 2 cubic yard waste compactor with one (1) 42 cubic yard enclosed container. Three (3) complimentary hauls of the container will be provided each month with no charge to the City.

2. One (1) 40 cubic yard roll-off container will be provided at no charge, with three (3) complimentary hauls per month.

3. One (1) 42 cubic yard roll-off container to be used for plastic recyclable bulk waste will be provided at no charge, with one (1) complimentary haul per month.

Bulk Waste Collection and Disposal

Curbside bulk waste will be collected at no extra charge on an on-call basis. Residents will call the eventual provider to provide the address and description of the bulky items. The route will occur on Friday each week. The bulk waste collection will not include tires, hazardous wastes or construction or demolition debris.

The following documents are attached to and made a condition of this Proposal.

1. Proposal Security in the amount of five thousand dollars ($5,000)
2. A list of subcontractors and other persons and organizations required to be identified in this Proposal
3. Applicant qualifications.
4. Bonds and/or Insurance Certificates

The terms used in this Proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

_____

Printed Name:
Title:
Corporation/Partnership:
If Corporation, State of Incorporation:
If Corporation, Secretary Attest: _____(printed & signature)
License or Registration Number:
Doing business as:
Business Address:
Phone Number:
Date:

If Joint Venture,

_____

Printed Name:
Title:
Corporation/Partnership:
If Corporation, State of Incorporation:
If Corporation, Secretary Attest: _____ (printed & signature)
License or Registration Number:
Doing business as:
Business Address:
Phone Number:
Date:

Monthly Rates for Garbage Collection Service:

Current # of Customers

Residential Service: **One pickup per week $_____** **2795**

Commercial Service:

	Collection Rate				Current # of Customers
Dumpster Size	**1 time/week**	**2 times/week**	**3 times/week**	**4 times/week**	
1st 2 Cubic Yards					4
Each Additional					
1st 3 Cubic Yards					7
Each Additional					
1st 4 Cubic Yards					3
Each Additional					
1st 6 Cubic Yards					11
Each Additional					
1st 8 Cubic Yards					8
Each Additional					

Commercial Hand Pick Up Services (cans only – maximum of 3)

Charge per Unit at:		**Collection Rate**	**Current # of Customers**
*Polycart Service (96 gallons) at			
	1 x per week		31
each additional	1 x per week		
	2 x per week		3
each additional	2 x per week		

*(96 gallon polycart service is provided for 2 x per week service only)

Item # 11

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Community Services Director

Re: Discuss, Consider and Take Action Regarding Award of Contract for Improvements to the City's West Water Treatment Plant

Over the past year the City Staff and Engineer have designed and developed specifications and plans for the Expansion and Upgrade of the West Water Treatment Plant. The project will provide double the current one million gallons per day capacity and upgrade the treatment type to the same membrane technology utilized at the Central Water Treatment Plant. The project will provide an additional one million gallons per day capacity with a design set to accommodate future expansion of an additional one million gallons with only minor on site construction. In addition, the conversion to membrane technology provides improved protection from water borne pathogens by restricting organisms such as Cryptosporidium and Giardia by the membrane filter media pore size that is less than these organisms.

The project was advertised for bids throughout the month of June and were read out loud on July 8th at 2:00 PM. Four qualified bids were received and reviewed by Staff and the City's Engineer for completeness of bids, quality of past work, and on price to complete project. Attached is the bid tabulation of the bids and the Engineer's recommendation for the award.

Staff concurs with the Engineer and recommends Payton Construction of Wimberley, Texas as the lowest qualified bidder with a bid of $3,498,000.00, plus alternative "A" at $4,900 for a total of $3,502,900. The project is to begin in early August and to be operationally completed within 285 days (May 2017) and final completion in 315 days (June 2017). Engineering, pre-payment on membrane equipment, minor electrical service work and material testing is expected to cost close to $700,000, for a total project expense of $4.2 million. Seven years ago in 2009 the project's overall budget was $4,000,000.

Staff recommends Council authorize award of the West Water Plant Expansion and Upgrade Project construction contract to Payton Construction for $3,502,900.00.

Attachments: Bid Tabulation
Engineer's Recommendation

JAMES MIERTSCHIN & ASSOCIATES, INC.
ENVIRONMENTAL ENGINEERING
P.O. BOX 162305 ° AUSTIN, TEXAS 78716-2305 ° (512) 327-2708

MEMO

TO: Jeff Koska, Community Services Director
1 Community Drive
Horseshoe Bay, TX 78657
FROM: James Miertschin, PE
DATE: 11 July 2016
SUBJECT: Bid Evaluation and Recommendation
City of Horseshoe Bay West Water Treatment Plant Expansion

Bid opening for the City of Horseshoe Bay West Water Treatment Plant Expansion was held on 8 July 2016. The attached bid tabulation provides the results of the bid proposals. Four contractors submitted bids.

CONTRACTOR	TOTAL BASE BID
Payton Construction	$ 3,498,000.00
Excel	$ 3,650,874.00
Pepper Lawson	$ 3,595,000.00
Archer Western	$ 3,648,874.00

The four bids all represent contractors that were pre-qualified for this project. The bid by Payton Construction is the lowest cost.

It is our recommendation that the project be awarded to Payton Construction.

STATE OF TEXAS
JAMES MIERTSCHIN
43900
REGISTERED
PROFESSIONAL ENGINEER

7-11-2016

BID TABULATION FOR HORSESHOE BAY
WEST WATER TREATMENT PLANT EXPANSION

PROJECT ENGINEER: JAMES D. MIERTSCHIN, Ph.D., P.E.
JAMES D. MIERTSCHIN & ASSOCIATES, INC.

Bid Opening: July 8, 2016
Time: 1:00 PM
Location: City of Horseshoe Bay Municipal Office
No. 1 Community Drive
Horseshoe Bay, Texas 78657

STATE OF TEXAS
JAMES MIERTSCHIN
43900
REGISTERED
PROFESSIONAL ENGINEER
7-11-2016

SCOPE

Job Order No. 1	Pall Membrane Equipment
Job Order No. 2	Installation of Pall Membrane Equipment
Job Order No. 3	Demolition
Job Order No. 4	Yard Piping
Job Order No. 5	Backwash Pond Improvements
Job Order No. 6	Circular Clarifier
Job Order No. 7	Chemical Handling and Storage
Job Order No. 8	Raw Water Pumping Improvements
Job Order No. 9	Electrical
Job Order No. 10	Controls and Related SCADA
Job Order No. 11	Trench Safety System
Chemical	Job Orders No. 1 through 11
Alternative A	Concrete Containment Around CIP Tank

	Payton Construction	Excel Construction	Pepper Lawson	Archer Western
Job Order No.1	$ 769,560.00	$ 769,560.00	$ 769,560.00	$ 769,560.00
Job Order No.2	$ 52,000.00	$ 140,000.00	$ 185,000.00	$ 105,000.00
Job Order No.3	$ 73,000.00	$ 150,000.00	$ 175,000.00	$ 45,000.00
Job Order No.4	$ 335,000.00	$ 350,000.00	$ 275,000.00	$ 288,000.00
Job Order No.5	$ 255,000.00	$ 180,000.00	$ 375,000.00	$ 221,000.00
Job Order No.6	$ 1,071,000.00	$ 1,060,000.00	$ 796,000.00	$ 1,076,000.00
Job Order No.7	$ 425,000.00	$ 390,000.00	$ 400,000.00	$ 378,000.00
Job Order No.8	$ 32,000.00	$ 50,000.00	$ 75,000.00	$ 49,000.00
Job Order No.9	$ 216,626.00	$ 272,000.00	$ 275,000.00	$ 445,000.00
Job Order No.10	$ 267,314.00	$ 267,314.00	$ 267,314.00	$ 267,314.00
Job Order No.11	$ 1,500.00	$ 22,000.00	$ 2,126.00	$ 5,000.00
TOTAL BASE BID	**$ 3,498,000.00**	**$ 3,650,874.00**	**$ 3,595,000.00**	**$ 3,648,874.00**
Alternative A	$ 4,900.00	$ 3,000.00	$ 4,000.00	$ 7,000.00

Total with Alternative "A" $3,502,900.00

Item # 12

CITY OF HORSESHOE BAY

JULY 19, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Rocky Wardlow Chief of Police and Teresa L. Moore, TRMC, City Secretary

RE: Public Hearing, Discuss, Consider and Take Action Regarding Approval of Ordinance to Amend City Code Section 8.04.038 Triennial Review of Juvenile Curfew

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August 28, 2007 the Council adopted ORD 07-08-28D Juvenile Curfew Ordinance which requires a Sunset review be done at intervals of three years after adoption of the initial ordinance. On July 6, 2010, the Council adopted ORD 10-07-06 Juvenile Curfew Ordinance and July 2, 2013, the Council adopted ORD 13-07-02B in order to meet the Sunset Review requirements for triennial reviews.

In order to once again meet the Sunset Review requirements for a triennial review, Council is required to consider the need to approve this for another three years.

Sec. 8.04.038 of the City Code of Ordinances reads as follows:

(a) On or before August 1, 2010, and at intervals of three years thereafter, the city council shall:

(1) Review the effects of this Ordinance upon the community and the problems the Ordinance was intended to remedy;

(2) Conduct public hearings upon the need to continue this Ordinance; and

(3) Abolish, continue or amend this Ordinance as appropriate.

(b) Failure to conduct the triennial sunset review required by this section shall result in the automatic repeal of this ordinance.

This has been reviewed by Police Chief Rocky Wardlow and City Attorney Rex Baker.

Staff recommends approval of this ordinance

Enclosures: Ordinance to Amend City Code Section 8.04.038 Triennial Review of Juvenile Curfew

CITY OF HORSESHOE BAY

ORDINANCE NO. ORD_____

JUVENILE CURFEW TRIENNIAL REVIEW

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, REENACTING THE ESTABLISHMENT OF CURFEWS FOR MINORS AND ALL REQUIREMENTS THERETO; EXTENDING THE DATE FOR THE SUNSET REVIEW; AND PROVIDING SEVERABILITY AND RELATED CLAUSES.

WHEREAS, Section 8.04.038 of the Horseshoe Bay Code of Ordinances requires a triennial sunset review of Article 8.04 Minors, beginning on or before August 1, 2016 to determine the abolishment, continuation, or amendment of the division; and

WHEREAS, the City Council has reviewed the effects of this division upon the community, and has conducted a public hearing upon the need to continue this division;

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

That Chapter 8, Article 8.04 MINORS of the Code of Ordinances of the City of Horseshoe Bay, Texas, last amended by Ordinance No. ORD 13-07-02B, adopted 07/02/2013, will remain in place with no revision or abolishment, and the next sunset review will be held on or before August 1, 2019.

III. CONFLICTING ORDINANCES

All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby amended and repealed to the extent of such inconsistency or conflict.

IV. SEVERABILITY

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes 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 take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

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 July, 2016 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____
Stephen T. Jordan, Mayor

Attest:

_____
Teresa L. Moore, TRMC
City Secretary