# CITY OF HORSESHOE BAY

## NOTICE OF PUBLIC MEETING

## AGENDA

August 30, 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, August 30, 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. Conduct First Public Hearing Regarding Proposed 2016 Ad Valorem Tax Rate
6. Discuss, Schedule and Announce Meeting on September 6, 2016 at 9:00 a.m. to Conduct Second Public Hearing Regarding Proposed Ad Valorem Tax Rate
7. Discuss, Schedule and Announce Meeting on September 20, 2016 to Conduct Public Hearing Regarding FY 2016-2017 Budget and to Adopt 2016 Ad Valorem Tax Rate
8. Items to be removed from the Consent Agenda:
9. Consent Agenda Items: *(All items under the Consent Agenda are considered to be routine by the Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Councilmember is made prior to the time of the Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.)*
   a. Approve Minutes of the July 19, 2016 Regular Meeting
   b. Approve Ordinance to Amend ORD 16-07-19A Ordering November 8, 2016 General Election
   c. Approve Contracts for Election Services and Joint Election Agreements with Llano County and Burnet County for the November 8, 2016 General Election
   d. Approve Engagement Letter with Neffendorf, Knopp, Doss and Company, P.C. to Conduct the FY2016 Audit
   e. Approve Letter of Agreement with Llano County Regarding Annual Contract Fee for Tax Assessment and Collection Services
   f. Approve Resolution to Amend Nationwide Governmental Plan 401(a) and 457(b) Plan Agreements to Include Plan Loan Procedures That Will Allow Participants to Borrow From Either Their 401(a) or 457(b)Retirement Plan
10. Monthly Statistical Departmental Data Reports:
    a. City Manager; Administration; Community Services; Development Services; Fire Dept.; and Police Dept.

11. Discuss, Consider and Take Action to Appoint Members of the City Council to Serve on the Search Committee to Recommend a City Secretary to Hire to City Council
12. The City Council, meeting as the Board of Adjustment, will Conduct a Public Hearing, Discuss, Consider and Take Action Regarding:
    a. Request for a 6.7 foot Variance in the 20 Foot Front Yard Setback Requirement Based on the Shallow Nature of Lot 334 of Pecan Creek, also known as being in the 100 Block of Lampasas Court, to Allow Construction of a Single Family Residence.
13. Discuss, Consider and Take Action Regarding Contract with Municipal Court Judge
    a. Richard Owen
    b. Kevin Madison
14. 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.

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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 # 5

# CITY OF HORSESHOE BAY

## AUGUST 30, 2016

**To:** Mayor and City Council

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

**From:** Larry O. Anderson, Finance Director

**Re:** Conduct First Public Hearing Regarding Proposed 2016 Ad Valorem Tax Rate

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When the proposed tax rate exceeds the effective tax rate, State Law requires the governing body hold two public hearings before adopting the tax rate. The City's proposed 2016 tax rate of $0.26 per $100 of taxable value exceeds the effective tax rate of $0.23734. The proposed rate is one cent ($0.01) higher than last year's adopted tax rate.

Today is the first public hearing on the proposed tax rate.

Enclosures: Public Notice

Comptroller of Public Accounts FORM 50-819 (11-15/3)

# NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

A tax rate of $ 0.260000 per $100 valuation has been proposed for adoption by the governing body of City of Horseshoe Bay. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Horseshoe Bay proposes to use revenue attributable to the tax rate increase for the purpose of maintenance and operations expenditures.

| | | |
|---|---|---|
| PROPOSED TAX RATE | $ 0.26000 | per $100 |
| PRECEDING YEAR'S TAX RATE | $ 0.25000 | per $100 |
| EFFECTIVE TAX RATE | $ 0.23734 | per $100 |
| ROLLBACK TAX RATE | $ 0.26970 | per $100 |

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Horseshoe Bay from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that City of Horseshoe Bay may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount = ( rate ) x ( taxable value of your property ) / 100

For assistance or detailed information about tax calculations, please contact:

Dexter Sagebiel
Llano County tax assessor-collector
PO Box 307, Llano, TX 78643
325-247-4165
taxinfo@co.llano.tx.us
www.co.llano.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 30, 2016 @ 9:00 a.m. at City Hall #1 Community Drive, Horseshoe Bay, TX.

Second Hearing: September 6, 2016 @ 9:00 a.m. at City Hall #1 Community Drive, Horseshoe Bay, TX.

Item # 6

# CITY OF HORSESHOE BAY

## AUGUST 30, 2016

**To:** Mayor and City Council

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

**From:** Larry O. Anderson, Finance Director

**Re:** Discuss, Schedule and Announce Meeting on September 6, 2016 at 9:00 a.m. to Conduct Second Public Hearing Regarding Proposed Ad Valorem Tax Rate

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When the proposed tax rate exceeds the effective tax rate, State Law requires the governing body hold two public hearings before adopting the tax rate. The City's proposed 2016 tax rate of $0.26 per $100 of taxable value exceeds the effective tax rate of $0.23734. The proposed rate is one cent ($0.01) higher than last year's adopted tax rate.

The first public hearing on the proposed tax rate was held today. The second public hearing is scheduled for September 6, 2016 in the City Council Chambers, #1 Community Drive at 9:00am. Required notices were published August 18th in the Beacon and August 19th in The Highlander.

The 2016 tax rate will be adopted at the September 20th City Council meeting at 3:00pm in the City Council Chambers.

Enclosures: Public Notice

Comptroller of Public Accounts FORM 50-819 (11-15/3)

# NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

A tax rate of $ 0.260000 per $100 valuation has been proposed for adoption by the governing body of City of Horseshoe Bay. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Horseshoe Bay proposes to use revenue attributable to the tax rate increase for the purpose of maintenance and operations expenditures.

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YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount = ( rate ) x ( taxable value of your property ) / 100

For assistance or detailed information about tax calculations, please contact:

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You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 30, 2016 @ 9:00 a.m. at City Hall #1 Community Drive, Horseshoe Bay, TX.

Second Hearing: September 6, 2016 @ 9:00 a.m. at City Hall #1 Community Drive, Horseshoe Bay, TX.

Item # 7

# CITY OF HORSESHOE BAY

## AUGUST 30, 2016

**To:** Mayor and City Council

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

**From:** Larry O. Anderson, Finance Director

**Re:** Discuss, Schedule and Announce Meeting on September 20, 2016 to Conduct Public Hearing Regarding FY 2016-2017 Budget and to Adopt 2016 Ad Valorem Tax Rate

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State Law requires the governing body hold a public hearing before approving the Proposed Budget.

The public hearing on the FY 2016-2017 Proposed Budget will be held Tuesday, September 20th at 3:00pm in the City Council Chambers, #1 Community Drive. Required notices were published August 25th in the Beacon and August 26th in The Highlander.

After adoption of the FY 2016-2017 Budget, City Council will need to adopt a 2016 ad valorem tax rate, not to exceed $0.26.

Enclosures: Notice of Public Hearing

# City of Horseshoe Bay, Texas

## Notice of Public Hearing on Proposed Budget

Notice is hereby given that the Horseshoe Bay City Council will conduct a public hearing on the Proposed Budget for fiscal year October 1, 2016 through September 30, 2017. The meeting will be held Tuesday, September 20th at 3:00 p.m. in the City Council Chambers, #1 Community Drive, Horseshoe Bay, Texas. This budget will raise more total property taxes than last year's budget by $286,250 which is a 6.85% increase, and of that amount $84,428 is tax revenue to be raised from new property added to the tax roll this year. The Proposed Budget is available for inspection at City Hall, #1 Community Drive and is also posted on the City's website at www.horseshoe-bay-tx.gov. You are encouraged to attend and express your views on the Proposed Budget.

Item # 9a

# CITY OF HORSESHOE BAY

**AUGUST 30, 2016**

**To:** Mayor and City Council

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

**From:** Teresa L. Moore, City Secretary

**RE:** Minutes of the July 19, 2016 Regular Public 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 July 19, 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

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. Council Member Pope was absent. The Mayor said copies of the agenda were available on the podium and asked that anyone who would like to make comments please sign the sheet on the podium and go to one of the podium microphones when it was their turn to speak.

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

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

4. Public Comments: Francie Dix and Mike Brittain thanked the City for their participation and sponsorship for the Boogie in the Bay series of five concerts sponsored by the Horseshoe Bay Business Alliance. They also thanked the Council Members that attended as well as Police Chief Wardlow for the assistance of the Police Department. Council Member Lambert complimented the HSB Business Alliance on the event. Sam Morrison HSB POA President of the Board of Directors introduced the new general manager of the POA Sandra Moravitz who came from Weslaco where she had gained experience in HOA, housing and golf course management.

5. Staff Recognition:
   a. Service Awards:
      i. Cliff Grant – 10 Year Service Award

   Fire Chief Joe Morris presented Fire Department Engineer with a plaque in appreciation for his service to the City.

6. Discuss, Consider and Take Action Regarding Ordering the November 8, 2016 General Election for Three Places on City Council: Mayor Jordan reported the election would be for three Council Member positions on the Council currently held by Jerry Gray, Craig Haydon and David Pope. City Secretary Teresa Moore reported candidate packets were available in her office and the first day to file for a place on the ballot was Monday, July 25 at 8:00 a.m. and the last day was Monday, August 22 prior to 5:00 p.m. Mayor Pro Tem Haydon made the motion to approve this item, seconded by Council Member Gray. Motion passed unanimously (4-0).

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

8. Consent Agenda Items:
   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

   Mayor Pro Tem Haydon made the motion to approve the consent agenda as presented, seconded by Council Member Gray. Motion passed unanimously (4-0).

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

   City Manager Farmer reported the Council prior to the meeting he had handed out the updated review process for the Comprehensive Plan 2016 to the Council. He stated the milfoil treatment done about a month ago had shown good results and cost approximately $8,500 for the one treatment. Mr. Farmer said he would reassess in late August to see if another treatment was needed later in the summer. Mr. Farmer said Fire Chief Morris and he would be attending a CAPCOG Conference on terrorism and mass shooting incidents in September in Austin. He thanked the Business Alliance for the great job they did on the Boogie on the Bay event as well as the City staff that took part. Mr. Farmer said the staff was working on the next draft of the budget for review by Council Member Pope and Mayor Jordan prior to the required filing with the City Secretary on August 12. There are workshops scheduled for August 30 and September 6 where additional changes could be made prior to adoption on September 20. Mr. Farmer said 13 miles of seal coating was just completed in the areas north and south of Hwy 2147. Mayor Jordan thanked Tim Foran for the great job he did managing this project. Mr. Farmer said in the 2013 Parks Master Plan the committee called for the creation of a 501(c)3 corporation to accept donations. Mr. Farmer reported he had been working with the Chairman of the Park Committee Michael Widler to set up a separate "Friends of the Parks" bank account in lieu of a 501(3)c entity so people could donate money directly for the development and benefit of the City's parks. Development Services Director Eric Winter reported the Council's approval of a longer advance period for public notices resulted in there not being enough time for the notices to be published prior this meeting so he had no agenda items this month. He updated the Council on the normal procedure for zoning newly annexed areas which resulted in the properties

being annexed as R-1 single family residential for developed properties and A-1 Recreational for vacant properties. He added the next step would be for the Planning and Zoning Commission to consider appropriate zoning regulations for the area. Mr. Winter said that was the process they were using for The Hills. P & Z at their August 16 meeting would consider new zoning regulations for The Hills to be called Zone 17 as it encompasses three subdivisions, The Hills Sections One, Two and Three, Quail Ridge and Golf View Estates. He said for Zone 17 the P & Z would be looking at zoning regulations that are essentially the same as are in their subdivision's Conditions, Covenants and Restrictions (CCRs). Mr. Winter said P & Z would also be considering an amendment to the existing zones and classifications of the ordinance to add the zoning classifications ofZone 12 Summit Rock, Zone 14 Horseshoe Bay Corridor and Zone 17 The Hills. He said additionally P & Z would also be considering two other zoning ordinance amendments. The first would be Zone 16 Lake Area to establish regulations for boat slips on vacant properties which would not allow boat slips that do not have residences and the second an amendment to the planned development section to provide consistent and streamlined regulations including eliminating some requirements that are no longer necessary. Mr. Winter reported P & Z would also be considering a subdivision ordinance amendment which also dealt with planned development zones and to provide consistent and streamlined regulations including eliminating duplicate requirements and others which are no longer necessary. Next, Mr. Winter reported the Gynergy developer had been working on financing but still did not have sufficient funds for the project. He said the developer had located three lots in HSB West zoned R-4 multi-family and he wanted to put seven units on those lots as a project to show the viability of multi-family development in Horseshoe Bay to his partners. Mr. Winter said those plans would have to go through the HSB Architectural Control Committee for approval prior to the City issuing a building permit. Mr. Winter reported he had talked to developer Mike Walsh regarding his Siena Grove assisted living project and Mr. Walsh said he was in the process of changing the location because the development plans had taken longer than the seller had agreed to hold the property. Mr. Walsh had stated the project was still viable but would be in a different location. Mr. Winter reported the infrastructure permit for Hidden Coves had been issued following the pre-construction meeting. He added the plat had been recorded and the cost of the utilities and streets plus 10% had been escrowed with Highland Lakes Title Company and Wade Hutto. The water and wastewater services agreement was being prepared and construction of the infrastructure had begun. Mr. Winter added plans had been prepared for the entrance gate and the boat house on lot 21, but no permit applications had been submitted. Mr. Winter said final notice had been sent by certified and regular mail, posted on the container and published in The Highlander stating that the City would remove the shipping container located on Deep Canyon in HSB West 10 days after receipt of the letter by the owner and place a lien on the property for the costs. Council Member Clinesmith asked the status of the repairs to Texan Mart and Mr. Winter replied they still plan but do not need to replace the tanks and canopy as well as additional improvements to the interior. He added they are working with a branded supplier for fuel and then lighting and signage would need approval. Council Member Gray asked if there was any news on Tuscan Village. Mr. Winter reported the property was scheduled to be sold to the Tuscan Village developer on July 29 and the loan had been approved.

10. Discuss, Consider and Take Action Regarding Award of Contract for Solid Waste Collection: City Manager Stan Farmer reported the agreement with the current provider expires September 30 and the City advertised for requests for proposal and had received bids from Progressive and Republic, the two area solid waste disposal providers. He said the

overwhelming percentage of customers were residential as opposed to commercial so a great weight was given to the residential amount quoted in the bids. The less expensive bid for residential services was from Republic with a cost to the City of $13.60 per month vs. $14.00 from Progressive. He said the current charge by Progressive was $12.15 therefore, with the $1.45 increase in the amount plus sales tax the increase to the City would be $1.57 per month with Republic. Mr. Farmer reported he had contacted all the references given by Republic and all were good. He added when they previously provided to the City prior to 2012 they were a good provider. Mr. Farmer said staff recommended that the contract be awarded to Republic and that Council approve the Mayor, City Attorney and City Manager complete and negotiate the contract for the Mayor's signature. Council Member Gray asked what happened if the situation came up where the containers provided by Republic were not big enough. Dwight Batch with Republic Services in Marble Falls reported they use a side load automated system. They provide all households with a 95 gallon container which belonged to Republic and they would have the liability to keep them maintained with two wheels, an attached lid and no holes. The resident would place the container street side on the day of pickup; however, they also provide back door or VIP service for residents who for some reason cannot reasonably get their container to the street. Through notification to the City, Republic workers would go get the container, bring it to the street for the resident, service it and return it to where ever it was kept. These containers are designed for an average family of four and customers rarely have problems. He said on holidays Republic acknowledged there would be additional trash and they would provide extra service during 4th of July, Memorial Day, Thanksgiving and Christmas. Mr. Batch said if someone consistently had more trash than would fit in one container Republic would provide a second cart at a much reduced rate so all the trash would be contained. Council Member Gray asked about additional trash outside the container and Mr. Batch reported on a weekly basis service would be for cart contents only with exception of holidays. Mr. Batch said ideally boxes and packaging that would not fit in the container could be taken to the City's Recycle Center by the resident. Mr. Batch explained Republic's proposal was a cart contents only style of service; however, if they were awarded the contract they could discuss a bulk cleanup situation and the schedule of that as well. Council Member Clinesmith asked about a Friday bulk pickup which was determined was in the current contract, but not in the proposed contract with Republic. City Manager Farmer said that he wanted to negotiate that type of thing. Mayor Jordan said he had heard concern regarding how additional trash would be handled and they did need to address that up front. Council Member Clinesmith also asked about the ability to bundle limbs for pickup by Republic. Mr. Farmer said what was furnished in the Council packet was a cleaned up version of the existing contract he would use as a starting point for the contract with Republic. Council Member Gray questioned what the motion would be for and City Manager Farmer stated the motion would be to award the contract and to approve the Mayor, City Attorney and City Manager to negotiate the final contract for the Mayor's signature. Mayor Pro Tem Haydon made the motion to award the contract to Republic and to approve the Mayor, City Attorney and City Manager to negotiate the final contract, seconded by Council Member Clinesmith. Motion passed unanimously (4-0).

11. <u>Discuss, Consider and Take Action Regarding Award of Contract for Improvements to the City's West Water Treatment Plant:</u> Community Service Director Jeff Koska reported that over the past year the staff and engineer had designed and developed plans for the expansion and upgrade of the West Water Treatment Plant. He said the project would provide double the current 1 million gallon capacity per day and would update the treatment type to the same

technology utilized at the Central Water Treatment Plant. Mr. Koska said the project would provide 2 million gallon capacity and allow future expansion of the capacity to 3 million gallons with little additional construction to the plant. He said in addition they were converting the plant to membrane technology which would by the pore size restrict bacteria like cryptosporidium which would make the treatment more fool proof and safer for the population. Mr. Koska reported the project was advertised for bids throughout the month of June and they were read out loud on July 8 at 2:00 p.m. Qualified bidders were reviewed by staff and the engineer for completeness of bids, quality of past work and on price to complete project. He said the results were in the Council packets and staff concurred with the engineer's recommendation of Payton Construction of Wimberley as the lowest qualified bidder with a bid of $3,498,000 plus alternative A at $4,900 for a total of $3,502,900. The project would begin in August and be operationally completed within 285 days or May 2017 and finally completed with cleanup work and finalized in June 2017. Mr. Koska said engineering, pre-payment on membrane equipment, minor electrical service work and material testing was expected to cost close to $700,000 for a total project expense of $4.2 million. Council Member Gray asked if there was a penalty clause for completion and Mr. Koska said there was and also a penalty for the manufacturer of the equipment, both were $500 per day. Mayor Pro Tem Haydon made the motion to award the contract to Payton Construction in the amount of $3,502,900, seconded by Council Member Gray. Motion passed unanimously (4-0).

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: Mayor Jordan convened the public hearing at 3:50 p.m. He asked if there were any comments, there were none and he adjourned the public hearing. Police Chief Rocky Wardlow explained this was a sunset review of this ordinance and must be reconsidered every three years to prevent expiration. Council Member Gray made the motion to approve the ordinance as presented, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (4-0).

13. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn the meeting at 3:52 p.m., seconded by Council Member Gray. Motion passed unanimously (4-0).

APPROVED this 30st day of August, 2016.

**CITY OF HORSESHOE BAY, TEXAS**

**Stephen T. Jordan, Mayor**

**ATTEST:**

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

Item # 9b

# CITY OF HORSESHOE BAY

**AUGUST 30, 2016**

**To:** Mayor and City Council

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

**From:** Teresa L. Moore, City Secretary

**RE:** Ordinance to Amend ORD 16-07-19A Ordering November 8, 2016 General Election

For a November election held in an even number year, the City is required to call the election not later than the 78th day prior to the election. This year that date was August 22. Since the August Council meeting was scheduled for August 30, it was necessary to order the election at the July 19, 2016 meeting. At that time Council approved ORD 16-07-19A Ordering the November 8, 2016 General Election. However, I had not received the contract from the contracting counties holding our election in time for the July 19 meeting, so this amendment is necessary to adopt the specific information regarding the election such as voting precincts, polling places, hours, etc. since I have now received the election contracts containing this information from the counties.

The City Attorney Rex Baker has reviewed this ordinance.

Staff recommends that the City Council adopt the Ordinance amending ORD 16-07-19A.

Enclosures: Ordinance

# CITY OF HORSESHOE BAY

## ORDINANCE NO. ORD_____

## AMENDMENT TO ORD 16-07-19A ORDERING NOVEMBER 8, 2016 GENERAL ELECTION

**AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, AMENDING ORDINANCE NO. 16-07-19A; A GENERAL ELECTION TO BE HELD IN THE CITY OF HORSESHOE BAY ON NOVEMBER 8, 2016 FOR THE PURPOSE OF ELECTING THREE CITY COUNCIL MEMBERS; 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,** on July 19, 2016, the City approved ORD 16-07-19A as 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 three City Council members; 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

On July 19, 2016, the City Council ordered a general municipal election to be held on Tuesday, November 8, 2016, (the "Election") which was seventy-eight (78) or more days from the date of the adoption of Ordinance ORD 16-07-19A, within and throughout the territory of the City of Horseshoe Bay, Texas to elect three City Council member positions on the City Council, at which all resident qualified electors of the City shall be entitled to vote.

## II. VOTING PRECINCTS; POLLING PLACE; HOURS

Those portions of Llano County Election Precincts 102 and 109 within the territory of the City and that portion of Burnet County Election Precinct 19 within the territory of the City are hereby designated as the voting precincts of the City in compliance with Texas Election Code section 42.0621. The precinct numbers for the City's election precincts shall be the corresponding number for the Llano County and Burnet County Election Precincts located within the territorial boundaries of the City. The Polling Places of the City for the Election shall be the regular county polling places in the county election precincts that contain territory from the City, as required by Texas Election Code section 43.004. The polls at the designated polling places on Election Day shall be open from 7:00 a.m. until 7:00 p.m.

The voting precincts and polling places of the City for the Election are:

| Precinct No. | Polling Location | Address | City/State/Zip |
|---|---|---|---|
| 109 | Horseshoe Bay City Hall | #1 Community Drive | Horseshoe Bay, TX 78657 |
| 102 | Blue Lake Community Center | 214 W. Bluebonnet Dr. | Blue Lake Subdivision |
| 19 | Marble Falls Courthouse Annex | 810 Steve Hawkins Parkway | Marble Falls, TX 78654 |

## III. CONTRACT FOR ELECTION SERVICES; JOINT ELECTION AGREEMENT

**(a)** Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. Pursuant to Chapter 31 of the Texas Election Code, the Election shall be conducted in accordance with the terms and conditions of the Contract for Election Services between the Elections Administrator of Llano County and the City of Horseshoe Bay ("Llano County Election Services Contract") and the Contract for Election Services between the Elections Administrator of Burnet County and the City of Horseshoe Bay ("Burnet County Election Services Contract"), which shall be approved by separate action of the City Council.

**(b)** Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code, the Election shall be conducted jointly between (1) the City and Llano County and (2) the City and Burnet County. Such joint election agreements shall be approved by separate action of the City Council.

## IV. CONDUCT OF ELECTION; BALLOTS; APPOINTMENT OF ELECTION OFFICERS

**(a)** Hart InterCivic, Inc.'s eSlate System v. 6.2 shall be the voting system utilized for the Election. The ballots shall be suitable for use with the eSlate voting system and shall otherwise conform to the requirements of the Election Code.

**(b)** The Election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and United States of America. The City of Horseshoe Bay hereby appoints Annette Burton to be the Presiding Election Judge and Bill Prather as Alternate Presiding Judge for Llano County and Cecilia Nelson to be the Presiding Election Judge and Armando Bustamante as Alternate Presiding Judge for Burnet County. The Presiding Election Judge and the Alternate Presiding Election Judge for the voting precinct shall be qualified voters of such precinct or otherwise eligible to serve pursuant to Election Code, Chapter 271. The Presiding Election Judge may appoint the number of election clerks to assist the Judge in the conduct of the Election at the polling place as agreed upon in the Llano County Contract for Election Services and the Burnet County Contract for Election Services, respectively. The Alternate Presiding Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. The Presiding and Alternate Election Judge and election clerks shall be compensated at the hourly rate agreed upon in the Llano County Contract for Election Services and the Burnet County Contract for Election Services, respectively. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

## V. EARLY VOTING BY MAIL

The City Council hereby appoints Cindy Ware, the Elections Administrator of Llano County, Texas, and Doug Ferguson, the Elections Administrator of Burnet County, as joint Regular Early Voting Clerks. Ballot applications and ballots voted by mail shall be addressed to the Regular Early Voting Clerk of the county in which the resident resides at the addresses indicated immediately below:

Cindy Ware
Elections Administrator
P.O. Box 787
1447A East State Hwy 71
Llano, TX 78643

Doug Ferguson
Elections Administrator,
220 S. Pierce
Burnet, TX 78611

Applications for ballot by mail must be received no later than 5:00 p.m. on October 28, 2016.

## VI. EARLY VOTING BY PERSONAL APPEARANCE; EARLY VOTING BALLOT BOARD.

**(a)** Early voting by personal appearance for residents residing in ***Llano County*** shall be conducted at the following hours and locations **October 24, 2016 thru November 4, 2016.**

| **EARLY VOTING LOCATIONS & HOURS** | |
|---|---|
| Llano County Library<br>102 E. Haynie<br>Llano, Texas 78643 | Monday, Oct. 24<br>7:00 am – 7:00 pm<br><br>Tuesday, Oct. 25 thru Thursday, Oct. 27<br>8:00am – 4:30 pm<br><br>Friday, Oct. 28<br>7:00 am – 7:00 pm<br><br>Saturday, Oct. 29<br>9:00 am – 5:00 pm<br><br>Monday, Oct. 31<br>7:00 am – 7:00 pm<br><br>Tuesday, Nov. 1 thru Wednesday, Nov.2<br>8:00 am – 4:30 pm<br><br>Thursday, Nov. 3<br>7:00 am – 7:00 pm<br><br>Friday, Nov. 4<br>8:00 am-4:30 pm |
| Kingsland Public Library<br>125 W. Polk<br>Kingsland, Texas 78639 | Monday, Oct. 24<br>7:00 am – 7:00 pm<br><br>Tuesday, Oct. 25 thru Thursday, Oct. 27<br>8:00am – 4:30 pm<br><br>Friday, Oct. 28<br>7:00 am – 7:00 pm<br><br>Saturday, Oct. 29<br>9:00 am – 5:00 pm<br><br>Monday, Oct. 31<br>7:00 am – 7:00 pm<br><br>Tuesday, Nov. 1 thru Wednesday, Nov.2<br>8:00 am – 4:30 pm<br><br>Thursday, Nov. 3<br>7:00 am – 7:00 pm<br><br>Friday, Nov. 4<br>8:00 am-4:30 pm |
| Horseshoe Bay Property Owners Association<br>107 Twilight<br>Horseshoe Bay, Texas 78657 | Monday, Oct. 24 thru<br>Friday, Oct. 28<br>9:00 am –3:30 pm<br><br>Monday, Oct. 31 thru<br>Friday, Nov. 4<br>9:00 am –3:30 pm |

**(b)** Early voting by personal appearance for residents residing in ***Burnet County*** shall be conducted at the following hours and locations **October 24, 2016 thru November 4, 2016.**

| EARLY VOTING LOCATIONS & HOURS | |
|---|---|
| Burnet County Courthouse<br>220 S. Pierce Street<br>Burnet, Texas 78611 | Monday, Oct.24 thru<br>Saturday, Oct. 29<br>8:00 am –5:00 pm |
| Marble Falls Courthouse Annex<br>810 Steve Hawkins Pkwy.<br>Marble Falls, Texas 78654 | Monday, Oct. 31 thru<br>Friday, November 4<br>7:00 am –7:00 pm |

The City Council shall appoint the presiding judge(s) of the early voting ballot board(s) to count and return early voting ballots by separate action of the City Council. The presiding judge shall appoint two or more election clerks, and such judge and clerks shall constitute the early voting ballot board and shall perform the duties set forth for such board in the Election Code.

## VII. ELECTION INFORMATION TO BE PROVIDED IN THE SPANISH LANGUAGE

To the extent required by law, all notices, ballots and other written materials pertaining to the Election shall be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. The City shall make available to voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages, who will assist Spanish speaking voters in understanding and participating in the election process. Any person requiring such assistance should contact the presiding judge for the election precinct or the early voting clerk.

## VIII. CITY SECRETARY

Teresa L. Moore, City Secretary, shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days beginning not later than the 50th day before the date of the Election and ending not earlier than the 40th day after the date of the Election. The City Secretary shall receive application of candidates for a place on the ballot, determine the order in which names will appear on the ballot, accept and maintain documents filed under Title 15 of the Election Code, and maintain and receive any other documents as may be required by the Election Code. The City Secretary shall post notice of the location and hours of her office as required by the Election Code.

## IX. NOTICE OF ELECTION

Notice of Election shall be published one time in the English and Spanish languages, in a newspaper published in the territory that is covered by the Election and is in the jurisdiction of

the City. The notice shall be published not earlier than the 30th day or later than the 10th day before the Election, as required by section 4.003 of the Election Code. Notice of the Election shall also be posted on the bulletin board on which the City Council posts notices of its meetings not later than the 21st day before the Election. The contents of the Notice of Election shall comply with the requirements of the Election Code. The Notice of Election shall be delivered to the Llano County Clerk and Burnet County Clerk, respectively, not later than the 60th day before the Election.

## X. AUTHORITY OF MAYOR

**(a)** The Mayor shall have the authority to take, or cause to be taken, all actions reasonable and necessary to insure the Election is fairly held and returns counted and tabulated for canvass by the City Council, which actions are hereby ratified and confirmed.

**(b)** In the event that the Mayor shall determine from time to time that (1) the polling places established herein are unavailable or unsuitable for such use, or it would be in the City's best interest to relocate a polling place, or (2) that a Presiding or Alternate Presiding Judge hereafter appointed is unable or unqualified to serve in such position, the Mayor is hereby authorized to designate and appoint in writing a substitute polling place or judge giving such notice as is required by the Election Code and as deemed sufficient.

## XI. 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.

## XII. 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.

## XIII. 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.

## XIV. 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.

## XV. 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.

## XVI. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

**ADOPTED AND APPROVED** on this 30th day of August, 2016 by a vote of the City Council of the City of Horseshoe Bay, Texas.

**CITY OF HORSESHOE BAY, TEXAS**

_____

**Stephen T. Jordan, Mayor**

**ATTEST:**

_____

**Teresa L. Moore, City Secretary**

Item # 9c

# CITY OF HORSESHOE BAY

AUGUST 30, 2016

**To:** Mayor and City Council

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

**From:** Teresa L. Moore, City Secretary

**RE:** Contracts for Election Services and Joint Election Agreements with Llano County and Burnet County for the November 8, 2016 General Election

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The contracts for Election Services and the Joint Election Agreements with Llano County and Burnet County for the November 8, 2016 General Election are the standard contracts the City has had with the individual counties in the past.

Joint Election Agreements are authorized if the elections ordered by the authorities of two or more political subdivisions (county, cities, school district, etc.) are to be held on the same day in all or part of the same county, the governing bodies of the political subdivision may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places. This can be done by order, resolution or agreement.

The estimated total cost of the election is $4847.55. The Llano County estimate remained the same at $3,483.55 and the Burnet County estimate increased slightly from $1336.50 to $1364.00. These costs often fluctuate due to the number of entities that share the cost of the election or the number of election workers required. The estimates are usually higher than the actual cost.

There have been no changes in the Joint Election Agreements other than names, dates and numbers since reviewed by City Attorney Rex Baker in 2013.

Staff recommends that the City Council approve the Contracts for Election Services and the Joint Election Resolution/Agreement with Llano County and Burnet County for the November 8, 2016 election.

Due to the fact there is a minimum charge of $75 *even if the Election is cancelled*, these agreements need Council approval.

Staff recommends approval.

Enclosures: Llano County Contract for Election Services and Joint Election Resolution
Burnet County Contract for Election Services and Joint Election Agreement

# CONTRACT FOR ELECTION SERVICES
# BETWEEN
# THE ELECTIONS ADMINISTRATOR OF LLANO COUNTY
# AND
# THE CITY OF HORSESHOE BAY
# FOR THE NOVEMBER 8, 2016 GENERAL ELECTION

**THIS CONTRACT** is made and entered into by and between Cindy Ware, the Elections Administrator of Llano County, Texas, hereinafter referred to as "Contracting Officer," and the City of Horseshoe Bay, hereinafter referred to as "the LPS," pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and running of the LPS November 8, 2016 General Election ("the election").

**WHEREAS**, the LPS plans to hold a General Election on November 8, 2016, within the boundaries of the LPS; and

**WHEREAS**, the first Tuesday in November is a uniform election date pursuant to section 41.001 of the Texas Election Code; and

**I. RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

**A.** ***Presiding Judges and Alternate Judges.*** The Contracting Officer agrees to provide the LPS the names of the presiding judge and alternate judge as soon as reasonably available and such judge and presiding judge shall be qualified of the voters of the precinct in which they serve or otherwise eligible to serve pursuant to the Texas Election Code.

**B.** ***Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements for election workers, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, which shall be no less than two in number, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer will include with the notification to each presiding judge, or send them promptly thereafter, a list of registered voters in the territory of the LPS who are willing to serve as election clerks from which each judge shall make his or her clerk appointments. If the presiding judge or the alternate judge do not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the presiding judge shall choose at least one election clerk who speaks both English and Spanish. The Contracting Officer shall ensure that the presiding judge makes the appropriate election clerk appointments and notifies the clerks of their appointments.

3. The Contracting Officer shall prepare the writ of election to the presiding judge in accordance with Section 4.007 of the Texas Election Code to be signed by the presiding officer of the LPS. The writ of election shall be delivered to the presiding judge no later than October 24, 2016.

C. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will either be paid by the Contracting Officer and reimbursed to her by the LPS or the LPS will pay such cost directly to the third persons, as agreed by the parties at the time the services and supplies are ordered.

D. ***Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, in her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week.

E. ***Publication/Posting of Election Notice.*** The LPS shall be responsible for preparing, publishing and posting the required election notice under Section 4.003(a) (1) of the Texas Election Code. The Contracting Officer will have no responsibility for the content or translation of the notices.

F. ***Election Supplies; Sample Ballots.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election kits from third-party vendors (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold

an election. In addition, the Contracting Officer shall procure Early Voting mail ballot kits from third-party vendors. The Contracting Officer shall also make available for use in the election, at no cost to the LPS, from her stock of election supplies non-consumable election supplies, such as magnifying glasses, clipboards, staplers, and scissors. Such non-consumable election supplies shall be returned to the Contracting Officer when the election is over. The Contracting Officer shall prepare sample ballots for use at the polling locations, copied onto yellow paper. The Contracting Officer shall also procure white copy paper, for the purpose of photocopying extra poll lists, signature rosters, compensation sheets, tally lists, and return lists, and yellow copy paper for the purpose of creating sample ballots.

**G.** ***Registered Voter List.*** The Contracting Officer shall obtain from the appropriate Voter Registrar(s) all lists of registered voters in the LPS territory required for use on Election Day and for the early voting period required by law.

**H.** ***Ballot Boxes and Transport Bags.*** The Contracting Officer shall make available for use in the election, at no cost to the LPS, the appropriate number of Llano County-owned transport bags to carry election supplies. The transport bags will be returned to the Contracting Officer at the conclusion of the election. The Contracting Officer shall have the transport bags (containing election supplies) ready to be picked up by each presiding judge, or the designee of the presiding judge, on, Monday November 7, 2016, at the Llano County Elections Administrator, 1447 E. State Hwy. 71, Llano, TX 78643 and shall notify each presiding judge of the time such shall be ready.

**I.** ***Ballots.*** The Contracting Officer shall use the eSlate v. 6.2 voting system, a voting system certified for use in Texas Elections by the Secretary of State, and shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

The Contracting Officer shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The Contracting Officer shall also cause the publication of any required notice of such testing.

**J.** ***Early Voting.*** In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Joint Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct Early Voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies, except as otherwise provided herein.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract. The Contracting Officer shall ensure that the Early Voting polling locations are set up for early voting and have the necessary tables, chairs, and voting booths.

3. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the Elections Department, located at 1447 E. State Hwy. 71, Ste. A, Llano, TX.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Llano County Elections Administrator's Office on November 8, 2016.

**K.** ***Election Day Polling Locations.*** The Election Day polling location is that listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling place and shall arrange for the setting up of the polling location for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

**L.** ***Election Reports.*** The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the LPS as soon as possible after the Contracting Officer has received the precinct returns on Election Day night.

**M.** ***Custodian of Voted Ballots.*** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The remaining election records shall be returned by the Contracting Officer to the LPS once the tabulation is completed.

**N.** ***Recounts.***

1. If required by law, the Contracting Officer shall have performed a partial count of electronic voting system ballots cast by the LPS registered voters in accordance with section 127.201 of the Texas Election Code and a recount with respect to the LPS registered voters in accordance with section 129.001 of the Texas Election Code. The LPS shall reimburse the Contracting Officer for the cost of such count and recount.

2. If a recount is required in accordance with Title 13 of the Texas Election Code, the Contracting Officer shall conduct such recount and the terms of this contract shall govern such recount. The cost of any such recount is not included in the estimate set forth in Exhibit C, which is attached hereto and made a part of this contract.

II. **RESPONSIBILITIES OF THE CITY.** The LPS shall assume the following responsibilities:

A. ***Appointment of Presiding Judges and Alternate Judges.*** In accordance with Sections 32.005, 87.002, 127.005, and 271.005 of the Texas Election Code, the LPS hereby appoints Annette Burton as the presiding judge at its Election Day polling place for Precinct 109 and Bill Prather as the alternate judge at its Election Day polling place for Precinct 109, both of which are qualified voters of such precinct or otherwise eligible to serve pursuant to Election Code, Chapter 271.

B. ***Election School(s).*** At the request of the Contracting Officer, and at no cost to the Contracting Officer, the LPS will make available space in a LPS building to hold the election school(s).

C. ***Polling Locations.*** The LPS shall pay the cost of all employee services required to provide access, security, or custodial services for the polling locations.

D. ***Applications for Mail Ballots.*** The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

E. ***Election Orders, Election Notices, Canvass.*** The LPS shall prepare the election ordinance, resolutions, notices, justice department submissions, official canvass, and other pertinent documents for adoption by the appropriate office or body. The LPS is responsible for ensuring that all necessary documents, including the notice of election, are in both English and Spanish. The LPS shall provide the Contracting Officer with the election notices (in both a hard copy and on a floppy disc in Microsoft Word format that can be electronically transmitted to the newspaper) in sufficient time for the Contracting Officer to comply with the deadlines under Section 4.003 of the Texas Election Code. The LPS assumes the responsibility of promoting the schedules for Early Voting and Election Day.

F. ***Map.*** The LPS shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format within such time as to enable the Contracting Officer to obtain the appropriate voter registration lists from the Voter Registrar(s) in time for the processing of early voting by mail.

G. ***Paper Ballots.*** In advance of September 23, 2016, the date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall prepare the necessary paper ballots for the election. The ballots shall be in English with the Spanish translation included.

H. ***Preclearance.*** The LPS shall prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. The Contracting Officer shall have no responsibility with respect to preclearance procedures.

## III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation.*** The parties agree that presiding judges, alternate judges, election clerks, and the Early Voting deputies will be compensated at a rate of $8.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and one hour after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on November 7, 2016, from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will receive a fee not to exceed $25 at the same time that payment is made for the hours worked.

B. ***Number of Election Workers.*** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one election clerk appointed by the presiding judge.

## IV. PAYMENT

A. ***Billing.*** Within five days after Election Day, the Contracting Officer will submit the compensation sheets to the LPS signed by the respective presiding judge, detailing for each election worker who worked on Election Day the number of hours worked, whether the worker attended election school, and the compensation due each worker. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the LPS by the Contracting Officer, including expenses for Early Voting deputy wages, supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, and any other expenses reasonably and directly related to the election, and (2) the Contracting Officer's

fee under Section 31.100(d) of the Texas Election Code. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

**B.** ***Payment.*** The LPS shall pay the Contracting Officer's invoice within 30 days from the date of receipt. If the LPS disputes any portion of the invoice, the LPS shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion.

**C.** ***Expense Item Larger than $500.*** If a single election expense exceeds $500, the Contracting Officer reserves the right to invoice the LPS for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The LPS shall pay such invoice within 30 days from the date of receipt.

**D.** ***Estimated Cost of Services.*** A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C." The parties agree that this is an estimate only and that the LPS are obligated to pay the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed by the LPS.

## V. GENERAL PROVISIONS

**A.** ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

3. the authority to serve as custodian of voted ballots or other election records, except that the Contracting Officer, if requested in writing by the LPS, will become the custodian of the voted ballots.

**B.** ***Joint Election.*** The parties acknowledge that the Election Administrator may contract with other entities holding elections at the same time as the LPS on November 8, 2016. They also acknowledge that the LPS may share the early voting locations as well as Election Day locations pursuant to Texas Election Code Chapter 271.

The parties acknowledge that the following other local political subdivisions may be holding an election at the same time as the LPS and may enter into a contract for election services with the Contracting Officer under Section 271.002 of the Texas Election Code:

Llano County MUD #1
Deerhaven Water Control and Improvement District

In relation to such joint election, the LPS does hereby agree to share equally in the expense of the compensation of election workers and early voting deputies at such joint election locations, the cost of the DRE voting equipment at such joint locations, and the cost of any other election services in connection with such joint election locations (such as the DRE programming, logic and accuracy testing, and Election Day support from the Election Administrator's office), in accordance with the Joint Election Agreement.

C. ***Cancellation of Election.*** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the LPS shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in writing.

D. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Llano County, Texas and the County Auditor of Llano County, Texas.

E. ***Representatives.*** For purposes of implementing this contract and coordinating activities hereunder, the LPS and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the LPS or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the City:

Teresa L. Moore
City Secretary
City of Horseshoe Bay, Texas
#1 Community Drive
Horseshoe Bay, Texas 78657
Tel: (830) 598-8741, ext. 243

Fax: (830) 598-8744
Email: tmoore@horseshoe-bay-tx.gov

For the Contracting Officer:

Cindy Ware
Llano County Elections Administrator
P. O. Box 787
Llano, TX 78643
Tel: (325) 247-5425
Fax: (325) 247-5624
Email: elections@co.llano.tx.us

Neither of these individuals has authority to amend this contract or vary its terms.

WITNESS BY MY HAND THIS THE 18th DAY OF July, 2016.

Cindy Ware

Cindy Ware
Elections Administrator
Llano County, Texas

WITNESS BY MY HAND THIS THE 30th DAY OF August, 2016.

By_____
Stephen T. Jordan
Mayor
City of Horseshoe Bay, Texas

ATTEST:

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

"EXHIBIT A"

EARLY VOTING LOCATIONS AND TIME PERIOD

Monday, October 24, 2016 through Friday, November 4, 2016

Main location:
Llano County Library, 102 E. Haynie, Llano, Texas 78643
Hours 8:00 – 4:30 Monday through Friday, with following exceptions: October 24th, October 28th, October 31st, and November 3rd - 7:00 A.M. to 7:00 P.M and Saturday, October 29th - 9:00 – 5:00 P.M.

Branch Locations:
Kingsland Public Library, 125 W. Polk, Kingsland, Texas 78639
Hours 8:00 – 4:30 Monday through Friday, with following exceptions: October 24th, October 28th, October 31st, and November 3rd - 7:00 A.M. to 7:00 P.M and Saturday, October 29th - 9:00 – 5:00 P.M.

Horseshoe Bay Property Owners Association,
107 Twilight, Horseshoe Bay, Texas 78657
Hours 9:00 – 3:30 Monday through Friday

"EXHIBIT B"
ELECTION DAY POLLING LOCATION
November 8, 2016
7:00 A.M. – 7:00 P.M.

Horseshoe Bay Council Chambers at City Hall, #1 Community Drive, Horseshoe Bay, Texas

"EXHIBIT C"

ESTIMATED COST OF NOVEMBER 8, 2016 ELECTION

| | | |
|---|---|---|
| 1. | Projected voter turnout | 1700 |
| 2. | Number of Election Day polling places to be used | 1 |
| 3. | Number of Early Voting locations to be used | 3 |
| 4. | Ballot programming, printing cost & lease fees * | $1,590.00 |
| 5. | Election Kits & other precinct supplies | $ 48.00 |
| 6. | Precinct Judges & Clerks & Early Voting Clerks | $1,208.00 |
| 7. | Pickup & Delivery of supplies by Judges | |
| | 1 @ $25.00 ÷ 2 | $ 12.50 |
| 8. | Early Voting Ballot Board | $128.00 |
| 9. | Late Ballot Board | $ 80.00 |
| 10. | Miscellaneous Expense and postage | $100.00 |
| 11. | Election Services Contract Administrative Fee<br>10% of total contract cost | $ 316.65 |
| 12. | Estimated Total Cost of Election | $3,483.55 |

Notes:

4. Ballot Programming, printing cost & lease fees: See Exhibit "D"
6. Election Day Judge & Clerks: 4 @ 14 hours @ $8.00 ÷ 2 = $224.00
   Early Voting Clerks: 3 @ 82 hours @ $8.00 ÷ 2= $984.00
   Total Judge & Clerk cost of $1,208.00
8. Early Voting Ballot Board: 4 X 8 hours @ $8.00 ÷ 2= $128.00
9. Late Ballot Board: 2 X 10 hours @ $8.00 ÷ 2 = $80.00

EXHIBIT "D"

| | DRE | DAU DRE | JBC | | |
|---|---|---|---|---|---|
| EARLY VOTING<br>HSB POA | 3 | 1 | 1 | | |
| 3 DRE X $50.00 X 10 DAYS ÷ 2 | | | = | $750.00 | |
| 1 DAU DRE X $60.00 X 10 DAYS ÷ 2 | | | = | $300.00 | |
| 1 JBC X $50.00 X 10 DAYS ÷ 2 | | | = | $250.00 | |
| TOTAL EARLY VOTING LEASE | | | | | $1300.00 |

| | | | | | |
|---|---|---|---|---|---|
| ELECTION DAY<br>HSB City Hall | 4 | 1 | 1 | | |
| 4 DRE X $50.00 ÷ 2 | | | = | $100.00 | |
| 1 DAU DRE X $60.00 ÷ 2 | | | = | $30.00 | |
| 1 JBC X $50.00 ÷ 2 | | | = | $25.00 | |
| TOTAL ELECTION DAY VOTING LEASE | | | | | $155.00 |

| | |
|---|---|
| Programming & Audio Cost up to 10 races $950.00 ÷ 10 | $95.00 |
| Ballot printing cost 400 @ $.20 ÷ 2 | $40.00 |
| **TOTAL PROGAMMING, PRINTING & LEASING COST** | $1,590.00 |

**Cost of Election may be shared with Llano County**

Rental fee of 2% per day cost
DRE cost $2,500.00 = $50.00
DAU DRE $3,000.00 = $60.00
JBC cost $2,500.00 = $50.00

DRE - Direct Recording Electronic voting system
DAU DRE - Disabled Access Unit Direct Recording Electronic voting system
JBC - Judge's Booth Controller

## JOINT RESOLUTION

**WHEREAS,** the City of Horseshoe Bay, Texas and the County of Llano, Texas, desire to enter into a 2016 Joint Election Contract with the Llano County Elections Administrator, as the County Election Officer.

**AND WHEREAS,** the Commissioners Court of Llano County, Texas desires to give authorization for said contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF LLANO COUNTY, TEXAS, THAT:**

Said Commissioners' Court authorizes a Joint Contract by and among, the City of Horseshoe Bay, Texas and Llano County, Texas, and Cindy Ware, Llano County Elections Administrator of Llano County, Texas, for the conduct and supervision of the Joint Election on November 8, 2016.

**PASSED AND APPROVED, THIS 22nd DAY OF August, 2016.**

**MARY S. CUNNINGHAM, LLANO COUNTY JUDGE**

Peter Jones, Commissioner Pct. 1

Linda Raschke, Commissioner Pct. 2

Ron Wilson, Commissioner Pct. 3

Jerry Don Moss, Commissioner Pct. 4

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

Cindy Ware, Llano County Elections Administrator

## CONTRACT FOR ELECTION SERVICES

**THIS CONTRACT FOR ELECTION SERVICES** (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

### RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

### I. GENERAL PROVISIONS.

**A.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.

**B.** The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.

**C.** The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.

**D.** The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

**II. RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

**A.** ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. ***Notification to LPS.*** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

C. ***Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. ***Election Training.*** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. ***Logic and Accuracy Testing.*** In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. ***Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

G. ***Registered Voter List.*** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

**H.** ***Notice at Previous Polling Place.*** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

**I.** ***Election Equipment.*** The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

**J.** ***Ballots.*** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper and auditory.

**K.** ***Early Voting.*** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building, located behind the Burnet County Courthouse Annex at 1701 E. Polk St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots shall be secured and maintained at the Records Building at 1701 E. Polk St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

**L.** ***Election Day Polling Locations.*** The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

**M.** ***Election Day Activities.***

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

**N.** ***Election Night Reports.*** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

**O.** ***Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.*** The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

**P.** ***Canvass Material Preparation.*** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

**Q.** ***Custodian of Election Records.*** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

**R.** ***Recount.***

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. ***Schedule for Performance of Services.*** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. ***Department of Justice Preclearance for General Elections.*** If required by law, any changes to the general conduct of voting in Burnet County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS**. The LPS shall perform the following responsibilities:

A. ***Applications for Mail Ballots.*** The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. ***Election Orders, Election Notices, and Canvass.*** The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. ***Map/ Annexations.*** The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

D. ***Department of Justice Preclearance for Special Elections.*** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. ***Ballot Information.*** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

F. ***Precinct Reports to the Texas Secretary of State.*** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. ***Annual Voting Report.*** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

## IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Number of Election Workers at Election Day Polling Locations.*** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. ***Compensation for Election Workers.*** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Burnet County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

## V. PAYMENT

A. ***Charges and Distribution of Costs.*** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.

B. ***Administrative Fee.*** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of $75.00.

C. ***Equipment Rental Fee.*** Per Section 123.032(d) of the Texas Election Code, the Burnet County Commissioners Court has set the equipment rental fee at $150 per JBC and per eSlate. There is no charge for Early Voting rental of equipment. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Burnet County Commissioners Court.

D. ***Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District.*** A LPS that is not a city, school district or the Central Texas Groundwater Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. ***Payment.*** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

## VI. TERM AND TERMINATION

A. ***Initial Term.*** The initial term of this Contract shall commence upon the last party's execution

hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. ***Renewal.*** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.

C. ***Termination.*** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

## VII. MISCELLANEOUS PROVISIONS

A. ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the election is to be filed;

2. The officers who conduct the official canvass of the election returns;

3. The authority to serve as custodian of voted ballots or other election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.

B. ***Cancellation of Election.*** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of $75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.

C. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.

D. ***Election to Resolve a Tie.*** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.

2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

**E.** ***Amendment/ Modification.*** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

**F.** ***Severability.*** If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

**G.** ***Representatives.*** For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Doug Ferguson
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

_____
_____
_____
_____
_____
_____
_____
_____

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

CONTRACTING OFFICER:

_____

Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity:_____

By:_____

Printed Name:_____

Official Capacity:_____

ATTEST: _____

**JOINT ELECTION AGREEMENT 2016-2017**

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

**Whereas,** the undersigned local political subdivisions, collectively referred to hereafter as the "**LPSs**", each anticipate holding election(s) from August 2016 to July 2017; and

**Whereas**, each of the LPSs is located partially or entirely within Burnet County, Texas (the "**County**"); and

**Whereas**, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS's election(s) from August 2016 to July 2017; and

**Whereas**, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

**NOW THEREFORE**, the LPSs agree as follows:

I. ***Scope of Joint Election Agreement***. The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2016 through July 2017.

II. ***Appoint Election Officer***. The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2016 through July 2017.

III. ***Early Voting Polling Locations***. The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex Early Voting location will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the CTGCD and Burnet County.

IV. ***Election Day Polling Locations***. Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.

V. ***Cost Sharing***. The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of $1,000 for their election.

VI. ***Effective Date***. This Agreement becomes effective upon execution by the participating LPSs.

VII. ***Amendments***. This Agreement may not be amended or modified except in writing and executed by each LPS.

**COST SHARING – NOVEMBER UNIFORM ELECTION DATE**

I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.

II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.

b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.

c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.

III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

**COST SHARING – MAY UNIFORM ELECTION DATE**

I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.

II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
c. If there is no city or ISD election the county pays 100%.
d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
e. If there is no city election, the ISD pays 100%.
f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted separately.

**APPROVED BY THE GOVERNING BODY OF** _____ in its meeting held the _____ day of _____, 201_, and executed by its authorized representative.

By:_____
Name:_____
Title:_____

**ACKNOWLEDGED BY:**

_____ _____

Doug Ferguson
Elections Administrator, Burnet County, Texas

Date

**Estimated Election Expenses**

**City of Horseshoe Bay, Texas**
**November 8, 2016 General Election ***

Payroll:

| | |
|---|---|
| Early Voting Workers | $ 500.00 |
| Election Day Judges and Clerks (includes mileage) | $ 100.00 |
| Early Voting Ballot Board | $ 100.00 |
| Testing Board Members (other than the Elections Administrator and assistants) | $ 50.00 |
| Central Counting Station judges and clerks | $ 50.00 |
| User Fee for DRE equipment ** Election Day only; no charge for Early Voting | $ 90.00 |
| Newspaper notice for L & A Testing | $ 50.00 |
| Consumable Supplies | $ 100.00 |
| Ballot Programming | $ 200.00 |
| Subtotal | $ 1,240.00 |
| 10% Administrative Fee Payable to Burnet County Elections Administrator: | $ 124.00 |
| Grand Total Estimated Election Expenses: | $ 1,364.00 |

*Assumes cost sharing with Burnet County and perhaps other local political subdivisions.
** User fee as established by commissioners court is $150.00/unit.

## NOVEMBER 8, 2016

*el 8 de noviembre de 2016*

### GENERAL AND LOCAL ELECTIONS

*ELECCIONES GENERAL Y LOCALES*

**Burnet County, Texas**

*Condado de Burnet, Texas*

# Early Voting Locations and Hours

*Sitios y Horarios de Votación Adelante*

| **Polling Place**<br>*Sitio de Votación* | **Address**<br>Domicilio | **City**<br>Ciudad |
|---|---|---|
| Burnet County Courthouse | 220 S. Pierce | Burnet, TX 78611 |
| Marble Falls Courthouse South Annex | 810 Steve Hawkins Pkwy. | Marble Falls, TX 78654 |

| Sunday<br>*Domingo* | Monday<br>*Lunes* | Tuesday<br>*Martes* | Wednesday<br>*Miércoles* | Thursday<br>*Jueves* | Friday<br>*Viernes* | Saturday<br>*Sábado* |
|---|---|---|---|---|---|---|
| | ***October 24***<br>el 24 de oct.<br>**8am-5pm** | ***October 25***<br>el 25 de oct.<br>**8am-5pm** | ***October 26***<br>el 26 de oct.<br>**8am-5pm** | ***October 27***<br>el 27 de oct.<br>**8am-5pm** | ***October 28***<br>*el 28 de oct.*<br>**8am-5pm** | ***October 29***<br>*el 29 de oct.*<br>**8am-5pm** |
| | ***October 31***<br>el 31 de oct.<br>**7am-7pm** | ***November 1***<br>el 1 de nov.<br>**7am-7pm** | ***November 2***<br>*el 2 de nov.*<br>**7am-7pm** | ***November 3***<br>el 3 de nov.<br>**7am-7pm** | ***November 4***<br>el 4 de nov.<br>**7am-7pm** | |

Item # 9d

# CITY OF HORSESHOE BAY

## AUGUST 30. 2016

**To:** Mayor and City Council

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

**From:** Larry O. Anderson, Finance Director

**RE:** Engagement Letter with Neffendorf, Knopp, Doss and Company, P.C. to Conduct the FY2016 Audit

---

This firm has been selected by the Council each year to conduct the City's annual audit. Staff and Council have been satisfied with this firm's performance on the previous years' audits. Their proposal to conduct the FY2016 annual audit, including all accounting assistance during the year, is not to exceed $17,000, which is a $500 increase over last year. The amount of $16,500 was included in the FY2017 Proposed Budget, so approval will require the addition of $500 to the Accounting and Auditing Expense line item in the General Fund Operating Expenditures budget.

Staff requests City Council approval to engage the firm of Neffendorf, Knopp, Doss and Company, P.C. to conduct the FY2016 Audit for an amount not to exceed $17,000 and to authorize the City Manager to execute the Engagement Letter.

NOTE: The City Manager and Finance Director have had discussions about the City eventually going out for bid again for Auditing Services. However, we recommend using this firm one more year due primarily to the transition to a new general ledger chart of accounts and activation of accounting system modules that the City owns but have not been utilized in previous years.

Enclosures: Neffendorf, Knopp, Doss and Company, P.C. Engagement Letter

# NEFFENDORF & KNOPP, P.C.

*Certified Public Accountants*

P.O. BOX 874 736 S. WASHINGTON ST.
FREDERICKSBURG, TEXAS 78624-0874
(830)997-3348
FAX: (830)997-3333
E-mail: nkhd@austin.rr.com

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS


August 23, 2016

To Honorable Mayor and City Council
City of Horseshoe Bay, Texas
P.O. Box 7765
Horseshoe Bay, Texas 78657-7765

We are pleased to confirm our understanding of the services we are to provide City of Horseshoe Bay, Texas for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Horseshoe Bay, Texas as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Horseshoe Bay, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Horseshoe Bay, Texas's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Schedule.

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Horseshoe Bay, Texas's financial statements. Our report will be addressed to the Mayor and City Council of City of Horseshoe Bay, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Horseshoe Bay, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Neffendorf & Knopp, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Neffendorf & Knopp, P.C. personnel.

Keith Neffendorf, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses will not exceed $17,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Horseshoe Bay, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Neffendorf + Knopp, PC

NEFFENDORF & KNOPP, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Horseshoe Bay, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Item # 9e

# CITY OF HORSESHOE BAY

## AUGUST 30, 2016

**To:** Mayor and City Council

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

**From:** Larry O. Anderson, Finance Director

**RE:** Approve Letter of Agreement with Llano County Regarding Annual Contract Fee for Tax Collection Services

---

The City currently contracts with Llano County for the billing and collection of Llano County property taxes. The Contract for Tax Collection Services is an automatically renewing contract each year on October 1. However, Section 10.01 requires that the cost for performing the assessment and collection services be adjusted annually and evidenced by a Letter of Agreement signed by the Tax Assessor-Collector and a representative from the City.

The proposed cost of services for FY2017 is $7,185 as follows:

| | |
|---|---|
| $ 5,450 | City of Horseshoe Bay |
| $ 175 | Stand-by Fees |
| $ 1,380 | Escondido |
| $ 180 | Summit Rock |

By way of comparison, the cost of services for FY2016 was $11,780 as follows:

| | |
|---|---|
| $ 9,245 | City of Horseshoe Bay |
| $ 2,245 | Escondido |
| $ 290 | Summit Rock |

Escondido PID fees and Summit Rock PID fees are reimbursed to the City through the PID assessments.

Staff requests City Council approve the Letter of Agreement and the cost of services fee for FY2017 in the amount of $7,185 effective October 1, 2015, and authorize City Manager Stan Farmer to sign the Letter of Agreement on behalf of the City.

Enclosures: Letter of Agreement

# LETTER OF AGREEMENT

The parties whose representatives have signed and dated this **Letter of Agreement** contract that the total for collection of 2016 taxes for CITY OF HORSESHOE BAY, MLL, Stand-by fees, and PID fees will be $7,185. Fees per entity are as follows: City of HSB- $5,450, Stand-by fees- $175, Summit Rock PID- $180, Escondido PID- $1,380.

This **Letter of Agreement** will become a part of the contract between LLANO COUNTY and CITY OF HORSESHOE BAY, recorded in Vol.35, pages 647-651 of Commissioner Court Records and referenced in Section 10.01 of recorded contract.

**Signed:** _____
Dexter Sagebiel
Tax Assessor-Collector
Llano County, Texas

**Signed:** _____
Title: _____
City of HSB

**Date:** 6-22-2016

**Date:** _____

# DEXTER SAGEBIEL

**LLANO COUNTY TAX ASSESSOR/COLLECTOR**

**P.O. BOX 307 • 100 W. SANDSTONE • LLANO, TEXAS 78643**

**325-247-4165 • FAX: 325-247-5205**

**Email: taxinfo@co.llano.tx.us**


June 22, 2016

City of Horseshoe Bay
Attn: Larry Anderson
PO BOX 7765
Horseshoe Bay, TX 78657

RE: Collection of 2016 Taxes, etc.

Mr. Anderson,

Enclosed is the Letter of Agreement which will become a part of the Collection Contract between the City of Horseshoe Bay and the Llano County Tax Assessor-Collector for collection of 2016 taxes, PID assessment and stand-by fees.

Please place the Letter of agreement on the agenda for the next City Council meeting for approval. Once signed, return to my office so it can be filed with the County Clerk, copied and the original returned to for your file.

Please contact me if there are any questions. I would be happy to attend the council meeting if you feel I am needed.

Sincerely,

Dexter Sagebiel
Llano County TAC

Item # 9f

# CITY OF HORSESHOE BAY

AUGUST 30, 2016

**To:** Mayor and City Council

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

**Re:** Approval to Amend Nationwide Governmental Plan 401(a) and 457(b) Plan Agreements to Include Plan Loan Procedures That Will Allow Participants to Borrow From Either Their 401(a) or 457(b) Retirement Plan

---

The Staff requests Council to consider approval for the following changes to the City's Defined Contribution Nationwide Governmental 401(a) and 457(b) Plans. There are NO costs associated with any of these proposed changes for the City. These changes will simply let employees take advantage of loans from their own retirement plan. There is no cost or administrative time invested by the City. This will be a procedure entirely between the employee and Nationwide.

The current Nationwide 401(a) and 457(b) Retirement Plan Agreements between the City and Nationwide do not permit loans to Plan participants. Staff recommends an amendment to the existing Plan Agreements to permit loans to Plan participants. Eligibility requirements will be determined and agreed upon via a Plan Amendment to each Plan.

Adoption of Plan Loan Procedures: The Plan Sponsor/Administrator (City), as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth, and instructs Nationwide Retirement Systems (NRS) to administer loans made to the Plan Participants in accordance with these terms and elections made by the City.

Staff is requesting that the Council approve the Resolution and two enclosed loan procedure documents allowing participant loan for employees.

Enclosures: Resolution
Nationwide Retirement Solutions Governmental 401(a) and 457(b) Plan Loan Procedures

# CITY OF HORSESHOE BAY

## RESOLUTION NO. RES_____

## A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS, ADOPTING AN AMENDMENT TO NATIONWIDE GOVERNMENTAL 401(A) AND 457 PLANS

**WHEREAS,** the Employer has adopted a Deferred Compensation Plan which is available to all eligible employees; and

**WHEREAS,** certain accounts are established in the name of the City of Horseshoe Bay, P.O. Box 7765, Horseshoe Bay, Texas 78657-7765, with Nationwide Retirement Solutions; and

**WHEREAS,** these accounts are named City of Horseshoe Bay 401(a) Plan and 457 Plan; and

**WHEREAS,** the Council of the City of Horseshoe Bay (the "City") finds and determines that it will be in the best interest of the City and its employees to amend the 401(a) Plan and the 457 Plan to allow loans to Participants from their accounts;

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

**I.**

The City of Horseshoe Bay hereby amends 401(a) and 457 Deferred Compensation Plans for Public Employees Governmental Plan and Trust Section 5.03 – Loans to Participants reads: The Employer may elect to permit the Administrative Services Provider and/or Trust to make Plan loans to Participants. The current Adoption Agreement for each Plan does not allow for loans to Participants.

The City Council of the City of Horseshoe Bay hereby amends Section 5.03 – Loans to Participants to allow loans to Participants from their accounts in accordance with applicable statutes and regulations.

**ADOPTED AND APPROVED** by a vote of the City Council of the City of Horseshoe Bay on this 30th day of August, 2016.

**CITY OF HORSESHOE BAY, TEXAS**

_____

**Stephen T. Jordan, Mayor**

**Attest:**

_____

**Teresa L. Moore, City Secretary**

Plan Name:

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 401(a) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.

2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.

3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).

4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.

5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.

7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) $50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Plan Name:

8. **Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. **Loan Repayment** - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. **Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. **Loan Overpayment** - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. **Cure Period** - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. **Default** - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

14. **Loans Offered from Other Administrative Service Providers** - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Plan Name:

15. **Suspension of Loan Repayments.**

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of $50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of $50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of $25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a $50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of $50 will be will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

Plan Name:

18. **Loans for the Purchase of a Principal Residence** - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. **Loan Correction** - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. **Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

| | |
|---|---|
| Plan Sponsor Name ("Sponsor"): | **CITY OF HORSESHOE BAY** |
| Street Address: | **#1 COMMUNITY DRIVE** |
| City, State, Zip Code: | **HORSESHOE BAY** **TX** **78657** |
| Signer's Email Address: | **SFARMER@HORSESHOE-BAY-TX.GOV** |
| Plan Name ("Plan"): | **CITY OF HORSESHOE BAY** |
| Plan Number: | **0039325** |
| Plan Sponsor or Plan Administrator Signature: | |
| Title: | **CITY MANAGER** |
| Date of Adoption*:<br>* Unless otherwise indicated below, the Date of Adoption shall be the Effective Date. | |
| Effective Date: | |

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. **Loan Eligibility:**
Plan elects to allow the following Participants the ability to initiate a loan under the Plan.
The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).
☑ Employed
☑ Approved Non-military Leave of Absence (only available for ACH)
☑ Military Leave of Absence (only available for ACH)
☑ Disabled (only available for ACH)
☑ Retired (only available for ACH)
☑ Terminated (only available for ACH)
**Current NRS Policy:** All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. **General Purpose Loan Terms:**
2(a). Minimum Loan Term
Plan elects the following minimum loan term:
☑ One year
☐ Other - Specify minimum loan term: _____ (not to be less than six months)
**Current NRS Policy:** The minimum loan term is one year.

2(b). Maximum Loan Term
Plan elects the following maximum loan term:
☑ Five years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)
**Current NRS Policy:** The maximum loan term is five years.

3. **Minimum Loan Amount:**
Plan elects to have a minimum loan amount of:
☑ $1,000
☐ Other - Specify minimum loan amount: $_____ (not to be less than $500)
**Current NRS Policy:** The minimum loan amount is $1,000.

4. **Repayment Method:**
Plan elects to provide Participants with one of the following loan repayment methods:
☑ Monthly Automated Clearing House ("ACH")
☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.
(This repayment method is limited to Employed status - see Provision 1)
**Current NRS Policy:** Monthly ACH is the repayment method.

Addendum A - Plan Election Worksheet

5. **Cure Period:**
If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:
☑ 31 Days
☐ 60 Days
☐ 90 Days
☐ The quarter following the quarter in which the scheduled repayment was missed
**Current NRS Policy:** The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. **Loan Interest Rate:**
Plan elects the following interest rate for Participant loans:
☑ Prime Rate plus 1% plus applicable fees
☐ Prime Rate plus 2% plus applicable fees
☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees
**Current NRS Policy:** Prime Rate plus 2% plus applicable fees.

7. **Loans for the Purchase of a Principal Residence:**
7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:
☑ Yes
☐ No
In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.
**Current NRS Policy:** Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:
☑ Five years
☐ Other - Specify minimum loan term: _____ (not to be less than one year)
**Current NRS Policy:** Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:
☑ 15 Years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)
**Current NRS Policy:** Principal Residence loans have a maximum term of 15 years.

8. **Internet Utilization:**
Plan elects to allow Participants to use the internet for:
☐ Only the modeling of loans
☑ Both modeling and initiation of loans
☐ Plan declines the use of the internet for either the modeling or initiation of loans
**Current NRS Policy:** Participants can use the internet for modeling and initiation of loans.
Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

Plan Name:

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.

2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.

3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).

4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.

5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.

7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) $50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Plan Name:

8. **Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. **Loan Repayment** - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. **Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. **Loan Overpayment** - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. **Cure Period** - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. **Default** - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

14. **Loans Offered from Other Administrative Service Providers** - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Plan Name:

15. **Suspension of Loan Repayments.**

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of $50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of $50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of $25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a $50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of $50 will be will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

Plan Name:

18. **Loans for the Purchase of a Principal Residence** - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. **Loan Correction** - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. **Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

| | |
|---|---|
| Plan Sponsor Name ("Sponsor"): | **CITY OF HORSESHOE BAY** |
| Street Address: | **#1 COMMUNITY DRIVE** |
| City, State, Zip Code: | **HORSESHOE BAY** **TX** **78657** |
| Signer's Email Address: | **SFARMER@HORSESHOE-BAY-TX.GOV** |
| Plan Name ("Plan"): | **CITY OF HORSESHOE BAY** |
| Plan Number: | **0039325** |
| Plan Sponsor or Plan Administrator Signature: | |
| Title: | **CITY MANAGER** |
| Date of Adoption*:<br>* Unless otherwise indicated below, the Date of Adoption shall be the Effective Date. | |
| Effective Date: | |

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. **Loan Eligibility:**
Plan elects to allow the following Participants the ability to initiate a loan under the Plan.
The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).
☑ Employed
☑ Approved Non-military Leave of Absence (only available for ACH)
☑ Military Leave of Absence (only available for ACH)
☑ Disabled (only available for ACH)
☑ Retired (only available for ACH)
☑ Terminated (only available for ACH)
**Current NRS Policy:** All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. **General Purpose Loan Terms:**
2(a). Minimum Loan Term
Plan elects the following minimum loan term:
☑ One year
☐ Other – Specify minimum loan term: _____ (not to be less than six months)
**Current NRS Policy:** The minimum loan term is one year.

2(b). Maximum Loan Term
Plan elects the following maximum loan term:
☑ Five years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)
**Current NRS Policy:** The maximum loan term is five years.

3. **Minimum Loan Amount:**
Plan elects to have a minimum loan amount of:
☑ $1,000
☐ Other – Specify minimum loan amount: $_____ (not to be less than $500)
**Current NRS Policy:** The minimum loan amount is $1,000.

4. **Repayment Method:**
Plan elects to provide Participants with one of the following loan repayment methods:
☑ Monthly Automated Clearing House ("ACH")
☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.
(This repayment method is limited to Employed status – see Provision 1)
**Current NRS Policy:** Monthly ACH is the repayment method.

Addendum A - Plan Election Worksheet

5. **Cure Period:**
If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:
☑ 31 Days
☐ 60 Days
☐ 90 Days
☐ The quarter following the quarter in which the scheduled repayment was missed
**Current NRS Policy:** The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. **Loan Interest Rate:**
Plan elects the following interest rate for Participant loans:
☑ Prime Rate plus 1% plus applicable fees
☐ Prime Rate plus 2% plus applicable fees
☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees
**Current NRS Policy:** Prime Rate plus 2% plus applicable fees.

7. **Loans for the Purchase of a Principal Residence:**
7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:
☑ Yes
☐ No
In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.
**Current NRS Policy:** Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:
☑ Five years
☐ Other - Specify minimum loan term: _____ (not to be less than one year)
**Current NRS Policy:** Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:
☑ 15 Years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)
**Current NRS Policy:** Principal Residence loans have a maximum term of 15 years.

8. **Internet Utilization:**
Plan elects to allow Participants to use the internet for:
☐ Only the modeling of loans
☑ Both modeling and initiation of loans
☐ Plan declines the use of the internet for either the modeling or initiation of loans
**Current NRS Policy:** Participants can use the internet for modeling and initiation of loans.
Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

Item # 10

# CITY OF HORSESHOE BAY

## AUGUST 30, 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**

**July**

1. Conducted Monthly Employee Safety Meeting
2. Conducted several Leadership Meetings with senior staff
3. Met with Texas Conservation Corps staff regarding the Hiking Trail
4. Conducted Several Meetings with Employees
5. Met with Carolyn Bates regarding The Arts in Hill Country and HSB
6. Conducted Bid Opening for Solid Waste Contractor
7. Met with Ron Mitchell with Fire Chief
8. Attended City Council Meeting
9. Met with Low Bidder from Solid Waste Bid opening
10. Met with The Hills POA Board with Eric Winter
11. Met with Llano County Library Staff with Councilman Lambert in Llano
12. Lunch with local Attorney Don Crow
13. Met with Fred Clinginsmith of the Church at Horseshoe Bay regarding Hiking Trail Path Near Church
14. Attended the HSBBA breakfast monthly meeting at the Grand Bank
15. Met with Mike Widler Parks Committee Chairman
16. Conducted a Staff Meeting
17. Met with Mayor and Councilman Gray with LRPC Chairman on Saturday

**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

## ADMINISTRATION DEPARTMENT
## MONTHLY FINANCIAL REPORT
## AS OF JULY 31, 2016

**Investment Report**:

All account balances reflected are as of JULY 31, 2016. The total of all City accounts was $6,195,942. Interest earned on all accounts totaled $2317. The TexPool average interest rate for the month of JULY was .36% as compared to .06% for the month of JULY last year.

Utility Fund:
The total of the Utility Fund accounts was $129,041 comprised of $91,241 in the operating accounts at American Bank of Texas, and $37,799 in TexPool.

General Fund:
The total of the General Fund accounts was $5,746,228 comprised of $220,577 in the operating accounts at American Bank of Texas, and $5,525,651 in TexPool.

Capital Projects Fund:
The account balance of the Capital Projects Fund at TexPool was $35,962 and $27 at American Bank.

Interest and Sinking Fund:
The account balance of the Interest and Sinking Fund at TexPool was $284,684.

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 $1,562,498.

Tax Collections:
The 2015 taxes collected as of JULY 31, 2016 total $4,179,963. At a collection rate of 98.92%, as compared to 99.04% collected at this same time last year.

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

# CITY OF HORSESHOE BAY

## INVESTMENT REPORT
## AS OF JULY 31, 2016

| ACCOUNT | INTEREST RATE | 6/30/2016 | INTEREST | OTHER DEBITS/ CREDITS | 7/31/2016 |
|---|---|---|---|---|---|
| **UTILITY FUND INVESTMENTS** | | | | | |
| **AMERICAN BANK** | | | | | |
| DISBURSEMENT ACCOUNT | 0.10% | $ 200,418 | $ 48 | $ (173,595) | $ 26,871 |
| UTILITY FUND OPERATING | 0.30% | $ 282,680 | $ 89 | $ (218,399) | $ 64,370 |
| TOTAL - AMERICAN BANK | | $ 483,099 | $ 138 | $ (391,995) | $ 91,241 |
| **TEXPOOL** | | | | | |
| LCMUD#1 CAPITAL RECOVERY | 0.37% | $ 33,332 | $ 10 | $ (923) | $ 32,419 |
| RATE STABILIZATION FUND | 0.37% | $ 516,914 | $ 114 | $ (511,648) | $ 5,380 |
| TOTAL - TEXPOOL | | $ 550,247 | $ 124 | $ (512,571) | $ 37,799 |
| **TOTAL UF ACCOUNTS** | | $ 1,033,345 | $ 261 | $ (904,566) | $ 129,041 |
| **GENERAL FUND INVESTMENTS** | | | | | |
| **AMERICAN BANK** | | | | | |
| DISBURSEMENT ACCOUNT | 0.10% | $ 240,383 | $ - | $ (171,482) | $ 68,900 |
| GENERAL FUND OPERATING | 0.30% | $ 196,833 | $ 31 | $ (57,352) | $ 139,513 |
| GENERAL FUND LOT MOWING | 0.05% | $ 9,164 | $ 1 | $ (5,896) | $ 3,268 |
| PD ACCOUNT | 0.10% | $ 8,894 | $ 1 | $ 1 | $ 8,896 |
| TOTAL - AMERICAN BANK | | $ 455,274 | $ 33 | $ (234,730) | $ 220,577 |
| **TEXPOOL** | | | | | |
| GENERAL FUND OPERATING | 0.37% | $ 3,205,503 | $ 1,104 | $ (281,770) | $ 2,924,836 |
| GENERAL FUND RESERVE | 0.37% | $ 2,600,776 | $ 815 | $ (776) | $ 2,600,815 |
| TOTAL - TEXPOOL | | $ 5,806,279 | $ 1,919 | $ (282,547) | $ 5,525,651 |
| **TOTAL GF ACCOUNTS** | | $ 6,261,553 | $ 1,952 | $ (517,276) | $ 5,746,228 |
| **CAPITAL PROJECTS FUND INVESTMENTS** | | | | | |
| **AMERICAN BANK** | | | | | |
| DISBURSEMENT ACCOUNT | 0.10% | $ 32,274 | $ - | $ (32,247) | $ 27 |
| **TEXPOOL** | | | | | |
| CAPITAL PROJECTS FUND 7 | 0.37% | $ 22,606 | $ 17 | $ (9,589) | $ 13,035 |
| HORSESHOE CREEK TR FUND 6 | 0.37% | $ 22,920 | $ 7 | $ (0) | $ 22,927 |
| TOTAL CAPITAL PROJECTS | | $ 77,800 | $ 25 | $ (41,836) | $ 35,989 |
| **INTEREST & SINKING FUND** | | | | | |
| **TEXPOOL** | | | | | |
| INTEREST & SINKING | 0.37% | $ 282,387 | $ 80 | $ 2,218 | $ 284,684 |
| **TOTAL I&S ACCOUNTS** | | $ 282,387 | $ 80 | $ 2,218 | $ 284,684 |
| **TOTAL CITY ACCOUNTS** | | **$ 7,655,085** | **$ 2,317** | **$ (1,461,460)** | **$ 6,195,942** |
| **AGENCY FUND INVESTMENTS** | | | | | |
| **ESCONDIDO PID** | | | | | |
| AMERICAN BANK | 0.05% | $ 2,592 | $ 1 | $ (0) | $ 2,592 |
| **SUMMIT ROCK PID** | | | | | |
| TEXPOOL | 0.37% | $ 1,562,009 | $ 489 | $ 0 | $ 1,562,498 |
| TOTAL - SUMMIT ROCK | | $ 1,562,009 | $ 489 | $ 0 | $ 1,562,498 |
| **TOTAL AGENCY FUND ACCOUNTS** | | **$ 1,564,600** | **$ 490** | **$ (0)** | **$ 1,565,090** |
| **TAX COLLECTIONS** | | | | | |
| 2015 TAXES COLLECTED TO DATE | | 7/31/2016 | $ 4,179,963 | | 98.92% |
| 2014 TAXES COLLECTED TO DATE | | 7/31/2015 | $ 4,040,631 | | 99.04% |

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

**Operating Budget Reports:**

All Budget Reports are as of JULY 31, 2016.

Utility Fund:
The budget reflects that the Utility Fund YTD revenues were $90,203.87 more than budgeted and the Utility Fund YTD expenses are under budget by $149,447.18.

General Fund:
The General Fund YTD revenues were $29,474.82 more than budgeted and the General Fund YTD expenses were more than budgeted by $27,532.08.

Capital Projects Fund:
The Capital Projects Fund YTD revenues were $30.44 less than budgeted and the Capital Projects Fund YTD expenses were under budget by $1,277.18.

Debt Service Fund:
The Debt Service Fund YTD revenues were $76,531.26 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.

## Human Resources Report:

**JULY 2016**

**Job Openings as of JULY 31, 2016:**

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

**July New Hires:**

- Jeramy Gristy, Police Officer – 07/01/16

**Internal Transfers:**

- Kevin Ard transferred to Shift Commander (Police Department), effective 07/10/16
- David Vaughn promoted to Shift Commander (Police Department), effective 07/10/16

**Turnover:**
**JULY: 2**
**Total 2016: 10**
**Total FY 2015 - 2016: 14**

**Headcount as of JULY 31, 2016:**

- Full Time Employees: 74
- Part Time Employees: 12
- **Total Number of Employees: 86**

The following employees observed City anniversaries in JULY:

| Dept. | Name | Date | Yrs | | Dept. | Name | Date | Yrs |
|---|---|---|---|---|---|---|---|---|
| Fire | Ryan Guthrie | 08/02/2009 | 7 | | Plant/Field | Rob Parsley | 08/02/2004 | 12 |
| Field | Gary Wilkes | 08/10/2004 | 12 | | Fire | Joe Morris | 08/10/2015 | 1 |
| Police | Robert Fox | 08/11/2014 | 2 | | Fire | Josh Nail | 08/11/2002 | 14 |
| Police | Kevin Ard | 08/13/2012 | 4 | | U Admin | Sheri Pollard | 08/22/2014 | 2 |
| Field | Terry DiSanto | 08/29/2014 | 2 | | Field | Bryan Pokluda | 08/31/2015 | 1 |

**Miscellaneous:**

- Council completed Skillscope 360° Feedback Assessments on Stan Farmer, City Manager. The scored report has been ordered and meetings are being planned for report interpretation for all Participants.
- HR began working with Departments to ensure certification requirements are met. During this effort, HR began working specifically with Field and Plant Operations to evaluate determine appropriate certification requirements for all positions within the Department.
- We have purchased an Applicant Tracking System (ATS) which will allow us to streamline our recruiting and hiring process. The ATS will also provide appropriate reporting and record-keeping of all incoming employment applications.
- We have secured a relationship with an employment law attorney who will assist HR, when necessary, with employment law and/or sensitive situations. The attorney is Julia Gannaway of Lynn, Ross, Gannaway & Cranford, LLP out of Fort Worth, Texas. The firm was selected based on their experience with municipality and their extensive work with TML.
- We implemented paperless payroll vouchers, eliminating the producing and printing of payroll vouchers for all employees. Payroll vouchers are now sent to employee email addresses authorized by the employee.
- As a response to the number of YTD accidents in FY21016, HR requested that representatives from TML come to our July Safety Meeting to speak to our employees about accident prevention and what to do when an accident occurs. HR made wallet cards that contain pertinent information, including TML claims information and emergency contacts. The cards were provided for all employees.

- We have selected Delta Associates as our MBTI consultants for the MBTI implementation for our full-time employees. HR and the City Manager will meet with the consultants on 09/01/16 to determine a plan for implementation and follow-up.
- 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)

**Safety (see attached report for details):**

| **Accident Totals for Fiscal Year:** | FY 2016: | FY 2015: |
|---|---|---|
| Accidents Reported in JULY: | 2 | 1 |
| Total Accidents YTD: | 15 | 6 |
| Lost-Time Accidents YTD: | 1 | 1 |

TML Representative, Clarence Graves, spoke to the group about the importance of Personal Protective Equipment (PPE). He showed data supporting why it is so important and the dangers associated with not using it. Clarence also gave a presentation about Distracted Driving and how even minor distractions can be catastrophic. Clarence provided the group with information on how to access other valuable training provided by TML. Pat Dowling who is a supervisor in the Claims Division provided helpful information about Employee Rights and Responsibilities. He explained what to do in the event of a work-related accident and how TML handles those claims. Vicki Briggs, HR, provided wallet cards that she had made up for employees to refer to and present to treating physicians when they are injured or have an accident.

Larry O. Anderson

Finance Director

# City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

1 - Utility Fund

From 7/1/2016 Through 7/31/2016

| Acco... Type | Account Code | Account Title | Current Period Budget $ - Original | Current Period Actual $ | Current Period Budget $ Variance - Original | YTD Budget $ - Original | YTD Actual | YTD Budget $ Variance - Original | Total Budget - Original | Total Budget Variance - Original | Percent Total Budget Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 40000 | Revenues | | | | | | | | | |
| REV | 1000 | ADMINISTRATION | 0.00 | 12,000.00 | 12,000.00 | 0.00 | 12,000.00 | 12,000.00 | 0.00 | 12,000.00 | 0.00% |
| REV | 1001 | WATER - PRODUCTION | 268,097.00 | 340,654.92 | 72,557.92 | 2,348,265.00 | 2,392,857.29 | 44,592.29 | 3,217,000.00 | (824,142.71) | (25.61)% |
| REV | 2001 | WASTEWATER - TREATMENT | 191,682.00 | 193,465.13 | 1,783.13 | 1,868,376.00 | 1,900,366.31 | 31,990.31 | 2,279,500.00 | (379,133.69) | (16.63)% |
| REV | 3001 | SOLID WASTE - RECYCLING | 67,145.00 | 67,075.67 | (69.33) | 671,450.00 | 670,939.63 | (510.37) | 805,750.00 | (134,810.37) | (16.73)% |
| REV | 4000 | STANDBY | 123.00 | 85.55 | (37.45) | 1,230.00 | 2,090.95 | 860.95 | 1,500.00 | 590.95 | 39.39% |
| REV | 9999 | INTEREST INCOME | 300.00 | 162.27 | (137.73) | 3,000.00 | 4,270.69 | 1,270.69 | 3,750.00 | 520.69 | 13.88% |
| Total REV | | | 527,347.00 | 613,443.54 | 86,096.54 | 4,892,321.00 | 4,982,524.87 | 90,203.87 | 6,307,500.00 | (1,324,975.13) | (21.01)% |
| | 50000 | Expenses | | | | | | | | | |
| EXP | 1000 | ADMINISTRATION | 167,493.60 | 205,394.98 | (37,901.38) | 1,670,802.60 | 1,703,617.11 | (32,814.51) | 1,989,500.00 | 285,882.89 | 14.36% |
| EXP | 1001 | WATER - PRODUCTION | 68,592.00 | 72,100.35 | (3,508.35) | 697,478.00 | 637,894.93 | 59,583.07 | 844,250.00 | 206,355.07 | 24.44% |
| EXP | 1002 | WATER - DISTRIBUTION | 60,430.44 | 70,995.76 | (10,565.32) | 541,183.44 | 442,845.36 | 98,338.08 | 670,250.00 | 227,404.64 | 33.92% |
| EXP | 2001 | WASTEWATER - TREATMENT | 29,606.88 | 35,694.57 | (6,087.69) | 275,531.88 | 271,845.30 | 3,686.58 | 312,750.00 | 40,904.70 | 13.07% |
| EXP | 2002 | WASTEWATER - COLLECTION | 89,396.08 | 100,553.60 | (11,157.52) | 705,688.08 | 674,864.33 | 30,823.75 | 845,500.00 | 170,635.67 | 20.18% |
| EXP | 3001 | SOLID WASTE - RECYCLING | 61,841.40 | 92,546.45 | (30,703.05) | 530,667.40 | 540,837.19 | (10,169.79) | 629,750.00 | 88,912.81 | 14.11% |
| Total EXP | | | 477,360.40 | 577,283.71 | (99,923.31) | 4,421,351.40 | 4,271,904.22 | 149,447.18 | 5,292,000.00 | 1,020,095.78 | (19.28)% |
| | | Total 1 - Utility Fund | 49,986.60 | 36,159.83 | (13,826.77) | 470,969.60 | 710,620.65 | 239,651.05 | 1,015,500.00 | (304,879.35) | (30.02)% |

# City of Horseshoe Bay

Summary Budget Comparison - Unposted Transactions Included In Report

2 - General Fund

From 7/1/2016 Through 7/31/2016

| Acco... Type | Account Code | Account Title | Current Period Budget $ - Original | Current Period Actual $ | Current Period Budget $ Variance - Original | YTD Budget $ - Original | YTD Actual | YTD Budget $ Variance - Original | Total Budget - Original | Total Budget Variance - Original | Percent Total Budget Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 40000 | Revenues | | | | | | | | | |
| REV | 1000 | ADMINISTRATION | 43,225.00 | 45,469.16 | 2,244.16 | 468,220.00 | 492,226.50 | 24,006.50 | 551,000.00 | (58,773.50) | (10.66)% |
| REV | 5000 | FIRE | 19,550.00 | 15,091.56 | (4,458.44) | 218,400.00 | 226,994.40 | 8,594.40 | 242,500.00 | (15,505.60) | (6.39)% |
| REV | 6000 | EMERGENCY SERVICE DISTRICT | 750.00 | 750.00 | 0.00 | 7,500.00 | 7,500.00 | 0.00 | 9,000.00 | (1,500.00) | (16.66)% |
| REV | 7000 | TAX | 430,925.00 | 440,095.79 | 9,170.79 | 3,917,010.00 | 3,949,203.20 | 32,193.20 | 4,727,500.00 | (778,296.80) | (16.46)% |
| REV | 8000 | POLICE | 0.00 | 10.00 | 10.00 | 2,500.00 | 14,075.10 | 11,575.10 | 2,750.00 | 11,325.10 | 411.82% |
| REV | 9500 | DEVELOPMENT SERVICES | 496.00 | 7,414.00 | 6,918.00 | 89,944.00 | 103,064.00 | 13,120.00 | 91,500.00 | 11,564.00 | 12.63% |
| REV | 9600 | STREET MAINTENANCE | 14,638.00 | 21,415.25 | 6,777.25 | 589,735.00 | 599,878.14 | 10,143.14 | 676,500.00 | (76,621.86) | (11.32)% |
| REV | 9800 | MOWING & CLEARING | 4,000.00 | 0.00 | (4,000.00) | 449,051.00 | 366,921.72 | (82,129.28) | 486,000.00 | (119,078.28) | (24.50)% |
| REV | 9999 | INTEREST INCOME | 0.00 | 1,860.71 | 1,860.71 | 2,500.00 | 14,471.76 | 11,971.76 | 2,500.00 | 11,971.76 | 478.87% |
| Total REV | | | 513,584.00 | 532,106.47 | 18,522.47 | 5,744,860.00 | 5,774,334.82 | 29,474.82 | 6,789,250.00 | (1,014,915.18) | (14.95)% |
| | 50000 | Expenses | | | | | | | | | |
| EXP | 1000 | ADMINISTRATION | 120,765.02 | 181,965.01 | (61,199.99) | 1,460,498.02 | 1,576,145.24 | (115,647.22) | 1,861,750.00 | 285,604.76 | 15.34% |
| EXP | 5000 | FIRE | 180,106.68 | 193,059.39 | (12,952.71) | 1,485,360.04 | 1,494,690.90 | (9,330.86) | 1,725,500.00 | 230,809.10 | 13.37% |
| EXP | 8000 | POLICE | 182,693.33 | 196,186.98 | (13,493.65) | 1,539,142.33 | 1,444,360.58 | 94,781.75 | 1,787,500.00 | 343,139.42 | 19.19% |
| EXP | 9000 | ANIMAL CONTROL | 7,651.28 | 7,767.84 | (116.56) | 137,320.28 | 127,426.16 | 9,894.12 | 147,750.00 | 20,323.84 | 13.75% |
| EXP | 9500 | DEVELOPMENT SERVICES | 37,576.00 | 36,689.67 | 886.33 | 281,858.00 | 258,918.62 | 22,939.38 | 323,250.00 | 64,331.38 | 19.90% |
| EXP | 9600 | STREET MAINTENANCE | 18,883.00 | 22,067.37 | (3,184.37) | 177,407.00 | 169,808.25 | 7,598.75 | 230,000.00 | 60,191.75 | 26.17% |
| EXP | 9800 | MOWING & CLEARING | 52,332.00 | 111,630.00 | (59,298.00) | 368,492.00 | 406,260.00 | (37,768.00) | 628,000.00 | 221,740.00 | 35.30% |
| Total EXP | | | 600,007.31 | 749,366.26 | (149,358.95) | 5,450,077.67 | 5,477,609.75 | (27,532.08) | 6,703,750.00 | 1,226,140.25 | (18.29)% |
| | | Total 2 - General Fund | (86,423.31) | (217,259.79) | (130,836.48) | 294,782.33 | 296,725.07 | 1,942.74 | 85,500.00 | 211,225.07 | 247.05% |

# 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.

| July 2016 (Jun 11 – July 12 Billing Cycle) | Jul-16 | *Jul-15* |
|---|---|---|
| **Water Produced for Sale:** | **65.00** MG | ***56.40*** *MG* |
| Known Leaks and Accounted Uses: | *6.605* MG | *5.903 MG* |
| Unknown Water Loss: | *1.42* MG | *4.85 MG* |
| **Water Sold To Public:** | **56.98** MG | ***45.64*** *MG* |
| Maximum Daily Flow: | 3.58 MG | *4.25 MG* |
| Average Daily Flow: | 2.10 MG | *1.82 MG* |
| **Total Water Production for Fiscal Year:** | **428.02** MG | ***376.00*** *MG* |
| *Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)** | 44.2% | *37.4%* |

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

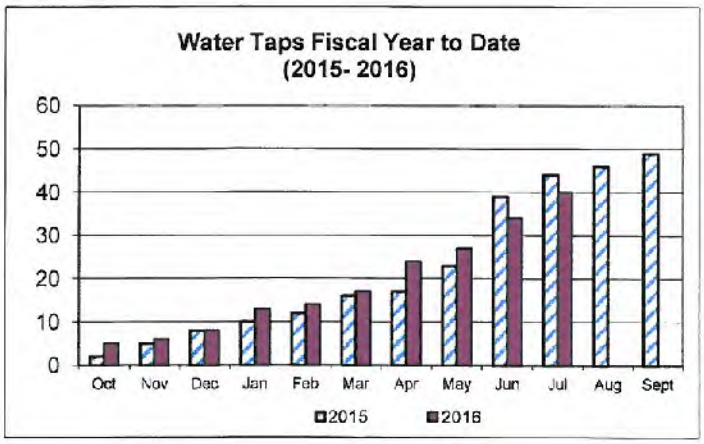
| July 2016 Wastewater Treatment | Jul-16 | *Jul-15* |
|---|---|---|
| **Treated Wastewater:** | **21.01** MG | ***19.87*** *MG* |
| % Water Sold: | 37% | *44%* |
| Maximum Daily Flow: | 1.035 MG | *1.102 MG* |
| Average Daily Flow: | 0.678 MG | *0.641 MG* |
| **Total Wastewater Treated for Fiscal Year:** | **166.20** MG | ***161.20*** *MG* |
| Effluent Pumped to Golf Courses & Other Reuse Stites: | 28.90 MG | *21.08 MG* |
| Year-to-Date Percent of Water Sold : | 46% | *53%* |

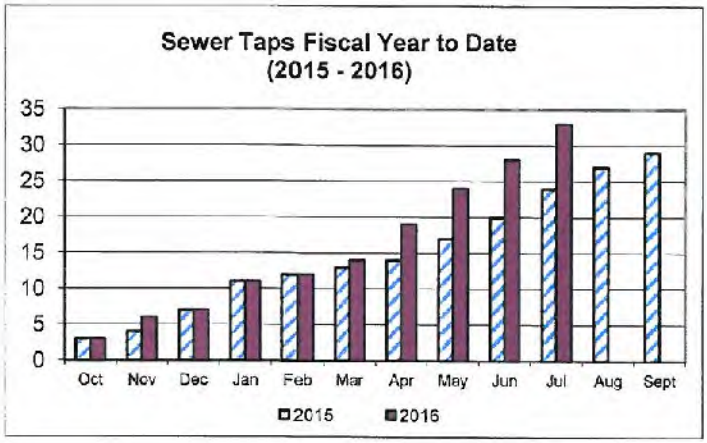
Average Wastewater Flow from Cottonwood Shores (for July 2016) was 50,000 gallons per day, which is 52% of the contract amount (96,000 gallons per day).

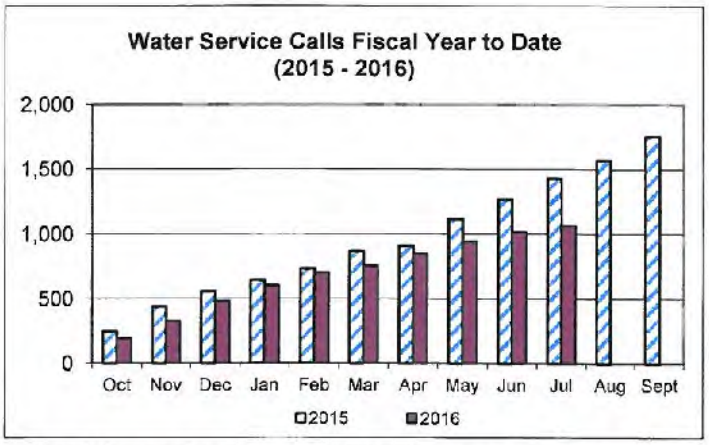
| | O-15 | N-15 | D-15 | J-16 | F-16 | M-16 | A-16 | M-16 | J-16 | J-16 | A-16 | S-16 | YTD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Raw Water (MG)** | 78.66 | 62.79 | 41.27 | 41.56 | 37.95 | 41.13 | 41.61 | 42.48 | 49.99 | 75.28 | 0.00 | 0.00 | 512.71 |
| **Water Produced (MG)** | 72.28 | 57.42 | 30.40 | 30.13 | 26.26 | 31.07 | 37.43 | 36.01 | 42.01 | 65.00 | 0.00 | 0.00 | 428.02 |
| **Known Leaks And Accounted Uses (MG)*** | 10.64 | 5.26 | 3.77 | 5.58 | 0.77 | 1.28 | 2.40 | 6.15 | 7.75 | 6.61 | 0.00 | 0.00 | 50.20 |
| **Water Loss (MG)*** | 1.81 | 5.24 | 2.53 | 1.29 | 0.89 | 0.23 | 3.31 | 0.73 | 2.71 | 1.42 | 0.00 | 0.00 | 20.14 |
| *Water Loss %*** | *2.5%* | *9.1%* | *8.3%* | *4.3%* | *3.4%* | *0.7%* | *8.8%* | *2.0%* | *6.4%* | *2.2%* | | | *4.7%* |
| **Water Sold (MG)** | 59.83 | 46.92 | 24.11 | 23.26 | 24.61 | 29.56 | 31.72 | 29.14 | 31.55 | 56.98 | 0.00 | 0.00 | 357.68 |
| **Treated Wastewater (MG)** | 17.35 | 16.10 | 15.23 | 14.49 | 14.69 | 16.83 | 15.10 | 18.33 | 17.08 | 21.01 | 0.00 | 0.00 | 166.20 |
| *Treated Wastewater as % of Water Sold* | *29%* | *34%* | *63%* | *62%* | *60%* | *57%* | *48%* | *63%* | *54%* | *37%* | | | *46%* |

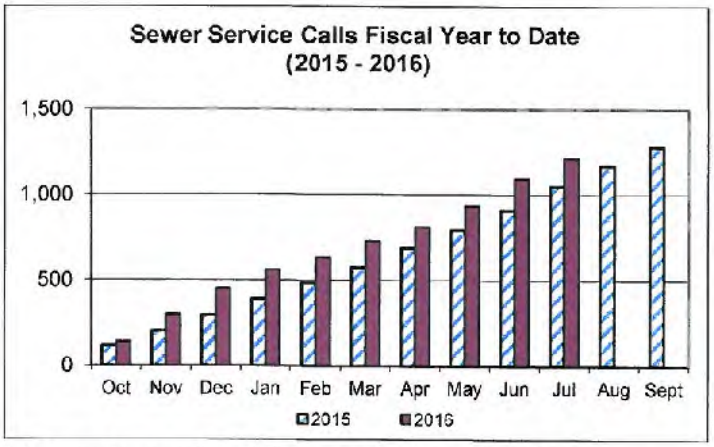
*** October Known Leaks included two large volume line leaks (one which was in an unihabited area that ran for a long period) and extensive flushing to maintain Chlorine levels.**

# CITY OF HORSESHOE BAY

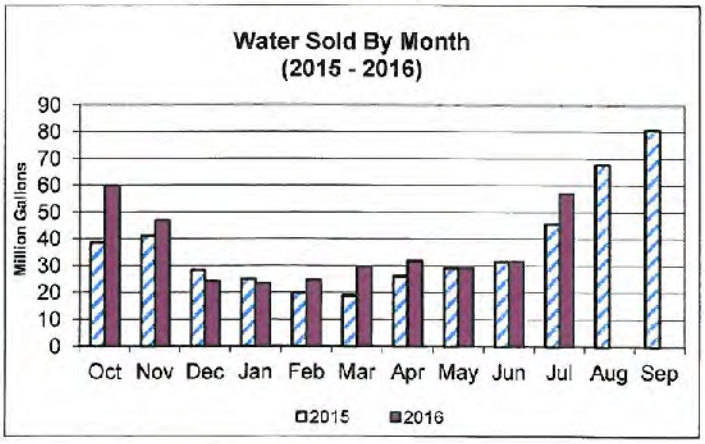


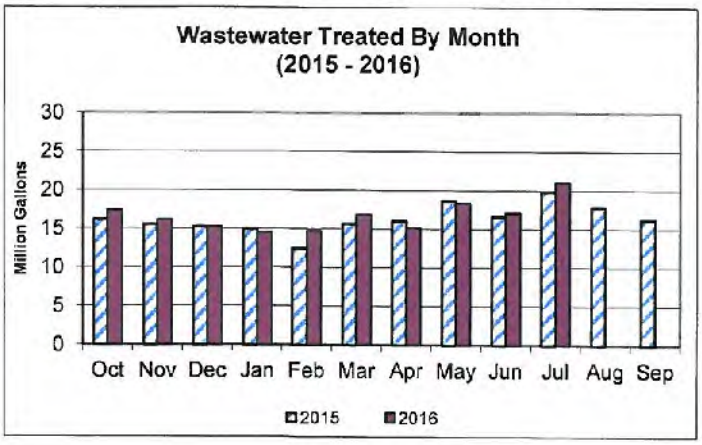



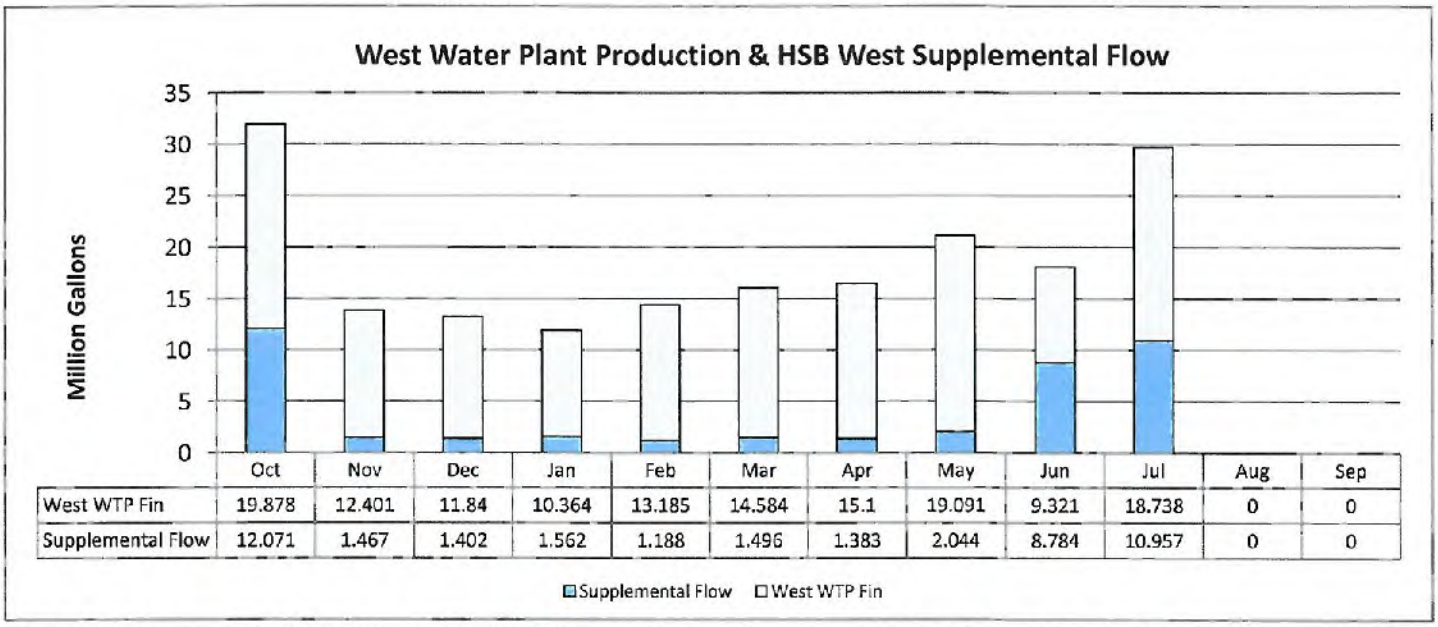

↑ Differecne in 2015 to 2016 adjustment in accounting multiple meter work activities as single workorders



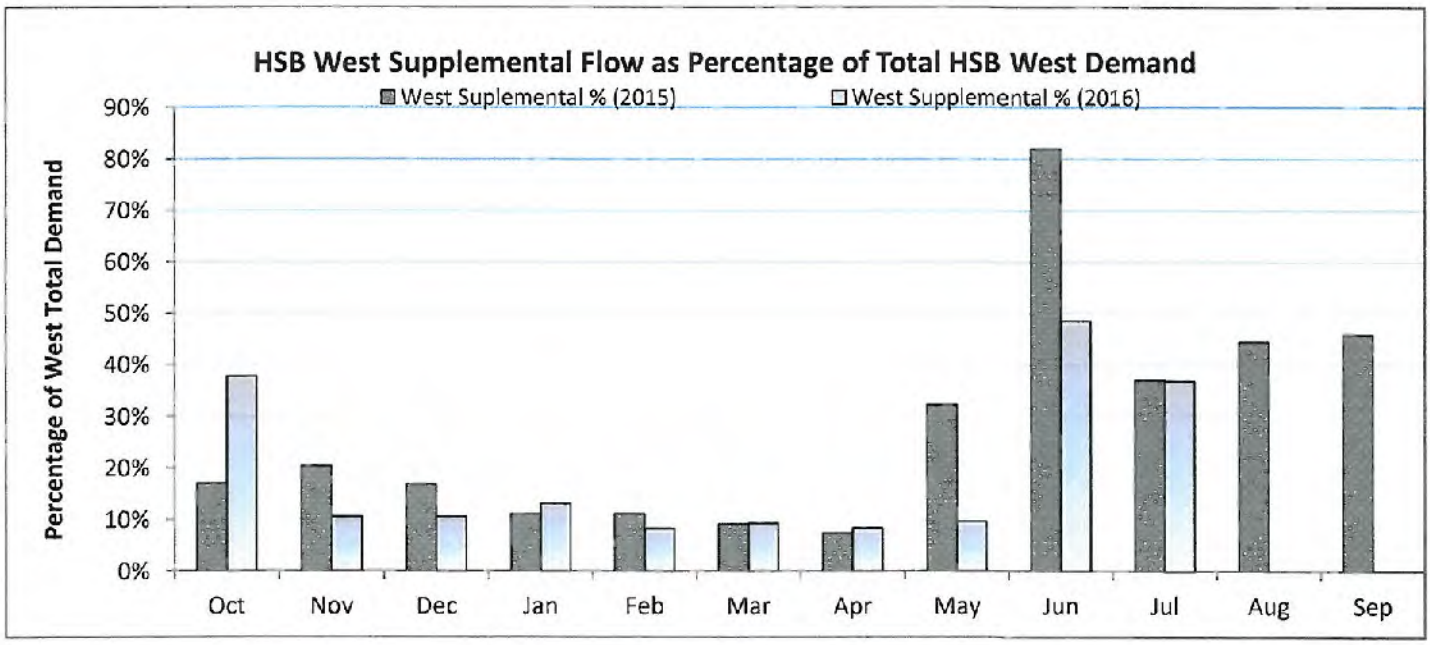

All Water Sold and Wastewater Treatment Sold is based the billing cycle and not calendar dates.

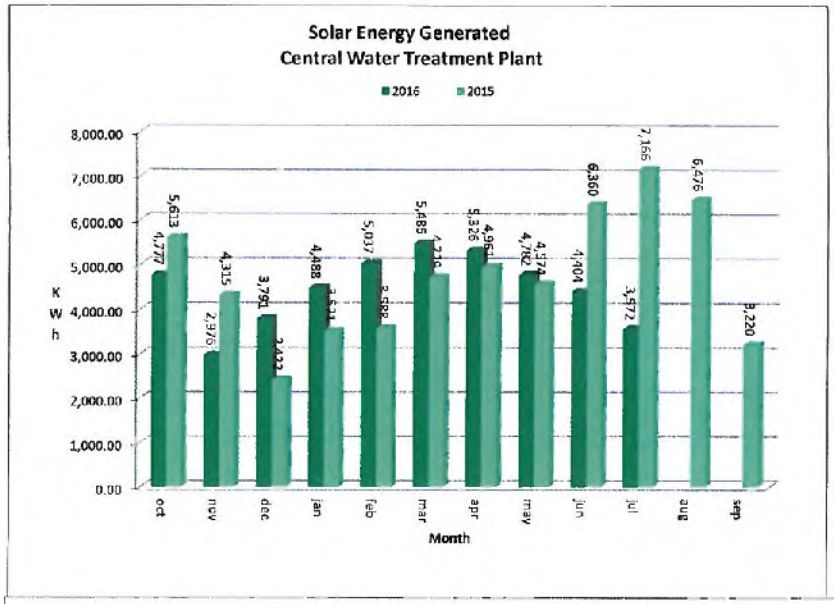
# CITY OF HORSESHOE BAY

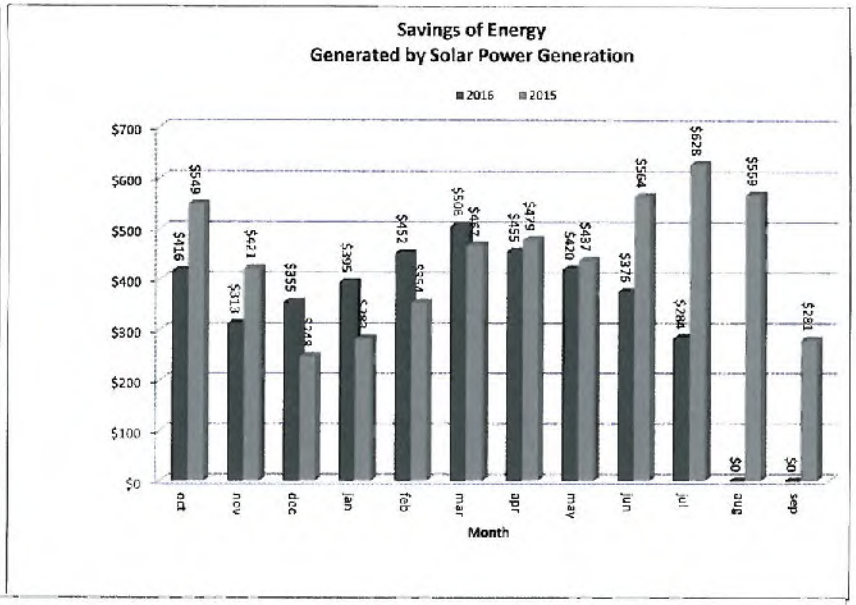


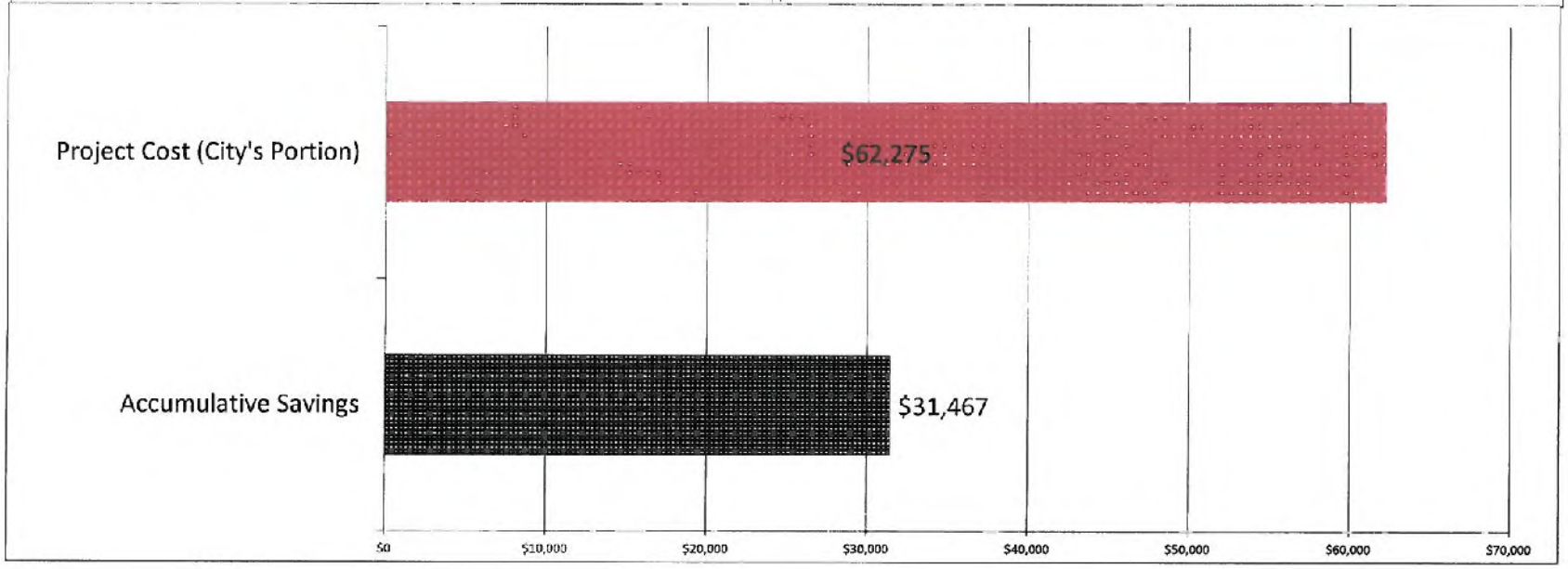

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| West WTP Fin | 19.878 | 12.401 | 11.84 | 10.364 | 13.185 | 14.584 | 15.1 | 19.091 | 9.321 | 18.738 | 0 | 0 |
| Supplemental Flow | 12.071 | 1.467 | 1.402 | 1.562 | 1.188 | 1.496 | 1.383 | 2.044 | 8.784 | 10.957 | 0 | 0 |

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




Solar Energy Generated
Central Water Treatment Plant
2016
2015
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
K
W
h
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
$31,467
$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 July 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*

**Management Activities**

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

Met wit Douglas Jaffe Jr. on model house drainage issues and suggested solutions. Followed up on solutions and repairs to ensure compliance wit irrigations regs.

Oversight of West Water Plant excavation and road building on site. City employees excavated, contractor installed conduit, and PEC completes the wiring and migration.

West Water Plant expansion design oversight. Finalize bidding documents, advertised and reviewed bids. Awarded contract and coordinated Pre-Construction 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. Assist in Job Description for GIS position.

Train on second Automatic Meter system pilot test for on line meter reading software system. Coordinate vendor on monitoring piloted meters and collection equip.

Evaluated issues related to Recycling and brush operations. Developed options to mitigate expanding volumes and related expenses. Seek to improve safety and convenience of customers at Center.

Coordinate efforts to modify electrical system to underground at West Water Plant site. Completed required paperwork and easement documents for PEC work.

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

Pursue installation of Northland Cable Fiber Optic internet service at City Hall. Research paths for service via fiber to City Hall, Fire and Police Department.

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

Met with Plant and Field Operations staff so City Manager time to engage with Staff on question regarding "what they think about their job and what improvements needed.

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

Work with Utility Billing 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 Butterfly Gardens program and Updating City's regulation on Irrigation systems. Tightened up review process.

Prepared for FY 2017 Community Services Operational and Maintenance and CIP Budget. Develop date from budget to input into rate model.

Finalized revising City's Rate Model to accommodate FY2017 expenses and revenues. Discussed bond issuance and costs with Financial Director for 5 year rate plan.

Published City's Annual Consumer Confidence Report for City's Retail customers. July 1st Web and printed presentation as required by TCEQ. Completed required forms.

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

Began reviewing all job descriptions. Met with Supervisory staff to discuss and revised job descriptions to better represent functions and tasks of todays system demands.

Met with developers on utilities for residential developments in Hidden Cove and Tuscan Village. Reviewed plans and timing of development. Discussed future expansion.

Began discussions with Community Service staff on Leadership and High Performance Organizational training. Discuss logistics for future meetings and development.

SCUBA dive water intake structures. Inspect structures and clean screens at end of intake pipe in 20 feet depth in lake. Develop plan for structure repairs on CWTP intake.

**Operational Projects**

Meter replacement program - 62 meter replacements and 77 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 8 water mainline leaks and 3 sewer leaks in July. There was one substantial water leak in July. Heavy flushing due to water quality complaints.

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.

Replaced both Raw and Production meters at Central Water plant due to inconsistent readings and age of meters. Improvement immediately realized.

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 materials disposed of offsite.

Met with 4 different vendors who bid on West Water Treatment Plant Expansion project on site. Oversight of 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 tabulations and recommendation for award. Construction began August 9th.

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 include newly annexed and City's ETJ area not conflicting with other CCNs. Working with PUC on application.

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**

Jeff Koska attended Texas Reuse Water Conference in San Marcos Texas on July 15th.

Dane Bybee, Austin Henley, and Bronson Ratliff attended a TCEQ Wastewater Collection Course in Marble Falls.

Several staff from Field Operations attended a software demonstration on AMI meter reading system that is in conjunction with the AMI pilot project.

Jeff Koska attended University of Virginia - Darden Business School LEAD Public Service Training August 13th through 19th. Received Training certificate.

Bronson Ratliff participated in Cityworks online train to develop skills in maintaining the software and hardware configurations. He is taking the lead as Administrator.

# CITY OF HORSESHOE BAY

## DEVELOPMENT SERVICES

### JULY 2016 ACTIVITY REPORT

Meetings with the following:

1. Ilene Dickey regarding work being done without a permit at 320 Lucy Lane and abandonment by her contractor.
2. Ron Mitchell regarding 2 entry gates – 1 for the 2nd entrance for Golden Bear Reserve and the other for the entrance for Crescent Pass.
3. Justin Dunk regarding replatting and developing 5 lots into 2 lots on Forest Circle and regarding the floodplain in that area.
4. Wayne Anderson regarding the P&Z meeting he missed on June 7.
5. Sam Tarbet regarding a proposed 6,000 sq. ft. commercial building planned on Mulligan Court.
6. Chet Allen and his partner regarding a proposed development of 7 units on 3 R-4 Multi-Family zoned lots in Horseshoe Bay West.

Other Meetings I attended:

1. 5 Senior Staff/Leadership Team Meetings, including one to develop the job descriptions for the new GIS and IT positions.
2. The Hills POA meeting with Stan Farmer.
3. Monthly Safety Meeting.
4. Development Services Staff Meeting, including continued discussion of the leadership book Extreme Government Makeover.
5. City Council.
6. Jerry Gray and Bobbi Havins regarding Richard Owen.

Other Activity:

1. Responded to several owners' inquiries regarding the notices they received for the August 16 P&Z public hearing on Zone 17 The Hills.
2. Began enforcement actions regarding two fences located in the front yards of property at 814 Broken Arrow and 100 Lost Spur.
3. Worked with ATS and the buyer and mortgage lender regarding a drainage issue which was the basis for the final inspection failing at 104 Amethyst.
4. Completed required legal notifications so that the international shipping container could be removed by the City from the 2900 block of Deep Canyon, and used by Utility Plant operations.

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

- Red Tags Issued: 28
- Citations and Court Summons Issued: 4
- Certified Letters Sent: 121
- Total Vehicles Removed: 20
- Regular Letters Sent/Posted: 138
- Letters for Yard Lights/Addresses: 165
- Development Services Director Minor Plats approved: 1

# CITY OF HORSESHOE BAY

## DEVELOPMENT SERVICES

### JULY 2016 ACTIVITY REPORT



**Building Permits**

| Completed Application Received | ATS Review Completed | Date Issued To Customer | Type | Address | Owner |
|---|---|---|---|---|---|
| 06-13-2016 | 06-24-2016 | 07-01-2016 | Residential | 221 Grove Court | Melissa O'Kelley |
| 06-24-2016 | 06-30-2016 | 07-01-2016 | Remodel | 408 Horseshoe Bay North | Jim Halfpenny |
| 06-22-2016 | 06-30-2016 | 07-01-2016 | Remodel | 1200 Hi Circle South | Richard Owen |
| 07-01-2016 | 07-05-2016 | 07-07-2016 | Fence | 107 Eagle | Tim Brown |
| 04-06-2016 | 04-19-2016 | 07-11-2016 | Mobile Home | 2504 Gazelle | Robert McMurray |
| 02-10-2016 | 02-15-2016 | 07-15-2016 | Residential | 112 Las Puertas | Marc Deer |
| 07-06-2016 | 07-15-2016 | 07-18-2016 | Garage Door | 300 Right Lane | D.D. Pelham |
| 07-19-2016 | 07-20-2016 | 07-21-2016 | Re-Roof | 108 Millwood | Vicki Wood |
| 06-08-2016 | 06-16-2016 | 07-21-2016 | Re-Roof | 1102 A The Cape | Donnie Medley |
| 07-22-2016 | 07-26-2016 | 07-27-2016 | Pool | 110 Prairie | Amber Dominguez |
| 07-14-2016 | 07-21-2016 | 07-27-2016 | Residential | 103 Whistle Stop | Treo Custom Homes |
| 07-22-2016 | 07-26-2016 | 07-28-2016 | Storage Enclosure | 612 Port # 4 | Patricia Bucholtz |
| 07-22-2016 | 07-27-2016 | 07-28-2016 | Fence/Stone Wall | 1212 The Cape | George Geis |
| 07-14-2016 | 07-26-2016 | 07-28-2016 | Residential | 101 Lost Buck | Raymond Kuklinski |
| 12-14-2015 | 06-24-2016 | 07-28-2016 | Commercial Storage | 9710 FM 2147 | Horseshoe Bay Space Center Ltd |
| 07-22-2016 | 07-28-2016 | 07-28-2016 | Deck | 405 B Broken Hills | Chris Shay |
| 07-20-2016 | 07-28-2016 | 07-29-2016 | Boat Slip | 106 Wennmohs Place | James Klein |
| 07-21-2016 | 07-26-2016 | 07-29-2016 | Gate Entry | Golden Bear Reserve | Summit Rock Communities |
| 07-21-2016 | 07-26-2016 | 07-29-2016 | Gate Entry | Summit Rock | Summit Rock Communities |

| 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 | 4 |
| August | 3* | 3 | 4 | |
| September | 3 | 7 | 5* | |
| **Yearly Total** | **30** | **47** | **54** | **55** |

*Indicates one Single-family permit in the ETJ

| Department Activity Report | July |
|---|---|
| Residential Plan Reviews submitted to ATS | 3 |
| Residential Permits Issued | 4 |
| Plan Reviews (Includes 2 Commercial) | 23 |
| ATS Inspections | 73 |
| Garage Sale Permits Issued | 2 |
| Variances (Sign) | 0 |
| Mobile Homes | 1 |
| Plat/Replat (Incl. Minor Plats) | 1 |
| Planned Development | 0 |
| Amendments | 0 |
| Requests for information | 634 |

# City of Horseshoe Bay

## OFFICE OF COURT ADMINISTRATION

### JULY 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** | **34** | | | **470** |
| | | | | | | | | | | | | | |
| **Disposition of Trial** | | | | | | | | | | | | | |
| Trial by Judge - Guilty | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | | | **1** |
| Trial by Judge -N Guilty | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | **0** |
| Trial by Jury - Guilty | 0 | 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 | | | **0** |
| | | | | | | | | | | | | | |
| **Cases Dismissed** | | | | | | | | | | | | | |
| A. After Driver Safety Course | 4 | 4 | 0 | 2 | 2 | 3 | 2 | 3 | 8 | 4 | | | **32** |
| B. After Deferred | 7 | 1 | 4 | 0 | 2 | 3 | 0 | 4 | 3 | 1 | | | **25** |
| C. After Proof Fin. Respons. | 2 | 1 | 0 | 0 | 1 | 1 | 3 | 1 | 3 | 2 | | | **14** |
| D. Compliance Dismissal | 0 | 1 | 4 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | | | **8** |
| | | | | | | | | | | | | | |
| **Comm. Serv. Ordered** | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | **1** |
| | | | | | | | | | | | | | |
| **Cases Appealed** | 0 | 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 | | | **4** |
| B. ABC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | | **1** |
| C. DUI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | **0** |
| D. H&S Offenses filed | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | | | **4** |
| H. Non-Traffic Offenses | 0 | 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 | 46 | | | **314** |
| 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 | $488 | | | **$14,819** |
| B. City Revenue | $7,205 | $8,977 | $8,563 | $8,985 | $8,684 | $12,058 | $10,982 | $10,643 | $9,370 | $5,790 | | | **$91,257** |
| **TOTAL REVENUE** | **$ 8,480** | **$ 11,211** | **$ 10,576** | **$ 11,372** | **$ 9,849** | **$ 14,793** | **$ 12,319** | **$ 11,284** | **$ 9,914** | **$ 6,278** | | | **$ 106,076** |

# CITY OF HORSESHOE BAY

## FIRE DEPARTMENT
### JULY 2016 FY ACTIVITY REPORT

Meetings Attended – Chief Morris and Asst. Chief Black attended multiple meetings during the month of July to include the following:

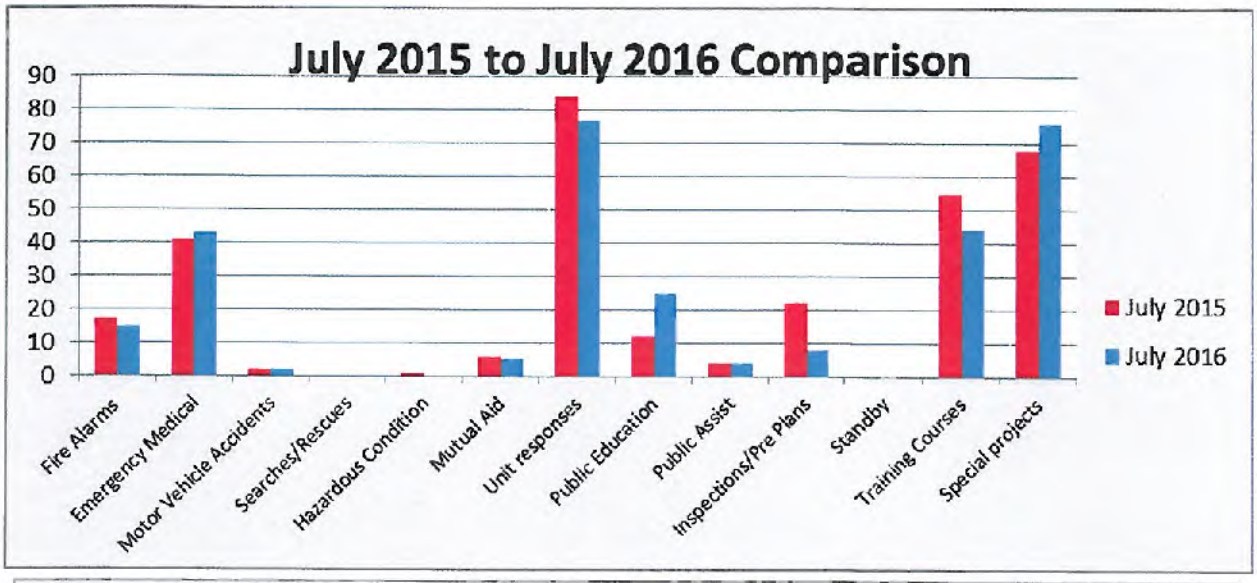
July 1 Meeting with Ann Litle to discuss new product design for ff heat safety
July 4 Various preparations for 4th of July parade
July 6 Leadership Team Meeting, Meeting with Chrissy Scoggins to finalize Department Physicals
July 8 Breakfast with Rhett Ruiz and Jerry Clinesmith
July 11 Pre-construction meeting for Hidden Coves
July 12 Safety Meeting, Lunch Meeting with Fire Chief Russel Sander
July 13 Leadership Team Meeting
July 14 Regional Fire Chief's Meeting-development of regional MAYDAY policy
July 18 Hosted lunch with Administration Department
July 19 Conference call with Julia Gannaway/contract attorney for city, City Council Meeting
July 20 LCRA tabletop exercise at Travis County EOC
July 21 Department Leadership Meeting, Training on Spillman
July 22 Lunch with MES/David Custer
July 27 ESD Meeting, Leadership Team Meeting, Met with Chris Laird to discuss fire code violation
July 28 Attended Johnson County EOC drill
July 29 Staff Meeting

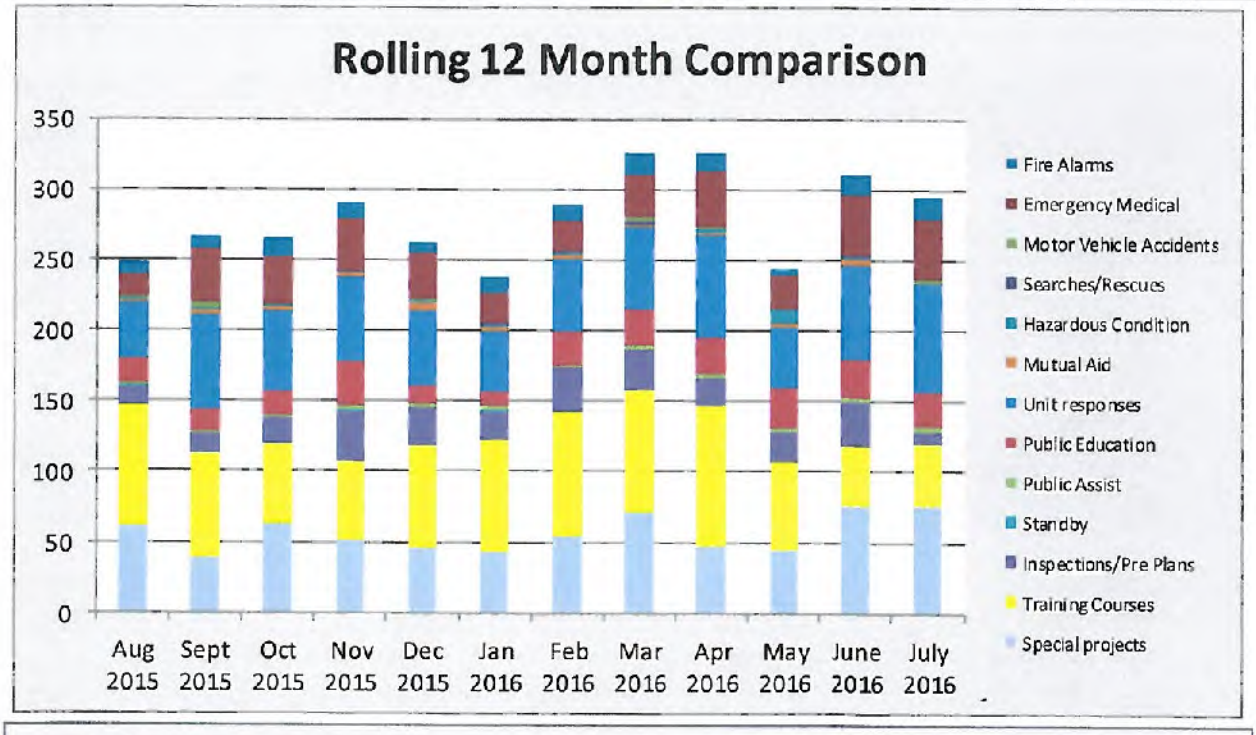
Community Events attended –4th of July parade and program at Quail Point

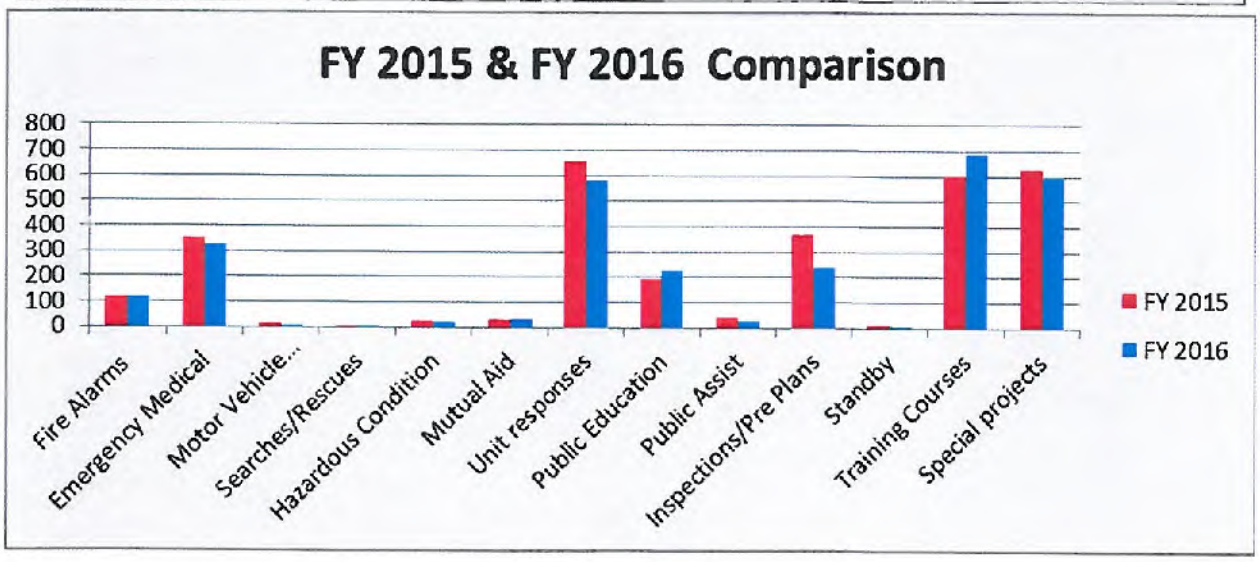
Notable Training – Continue focus on hydrant maintenance, MDC premise history and pre-fire plan entry

| OPERATIONS | July 2016 | July 2015 | FYTD 2016 | FYTD 2015 |
|---|---|---|---|---|
| **Fire Alarms (all types- buildings, vehicles, etc.)** | 15 | 17 | 102 | 92 |
| **Emergency Medical** | 43 | 41 | 283 | 315 |
| **Motor Vehicle Accident** | 2 | 2 | 6 | 21 |
| **Searches and/or Rescue** | 0 | 0 | 8 | 5 |
| **Hazardous Condition** | 0 | 1 | 20 | 11 |
| **Mutual Aid** | 5 | 6 | 26 | 34 |
| **Number of unit responses** | 77 | 84 | 502 | 591 |
| **Public Education/Relations** | 25 | 12 | 199 | 183 |
| **Public Service or Assistance** | 4 | 4 | 24 | 53 |
| **Inspections/Preplans** | 8 | 22 | 234 | 375 |
| **Standby Public Safety** | 0 | 0 | 3 | 13 |
| **Training programs** | 44 | 55 | 643 | 503 |
| **Spec. projects (i.e. spec. meetings & other work details)** | 76 | 68 | 519 | 532 |
| **Totals** | 299 | 312 | 2569 | 2728 |

**Monthly Response Time: 6.47 minutes**


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


Rolling 12 Month Comparison
350
300
250
200
150
100
50
0
Aug 2015
Sept 2015
Oct 2015
Nov 2015
Dec 2015
Jan 2016
Feb 2016
Mar 2016
Apr 2016
May 2016
June 2016
July 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
800
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 Plans
Standby
Training Courses
Special projects
FY 2015
FY 2016

# CITY OF HORSESHOE BAY

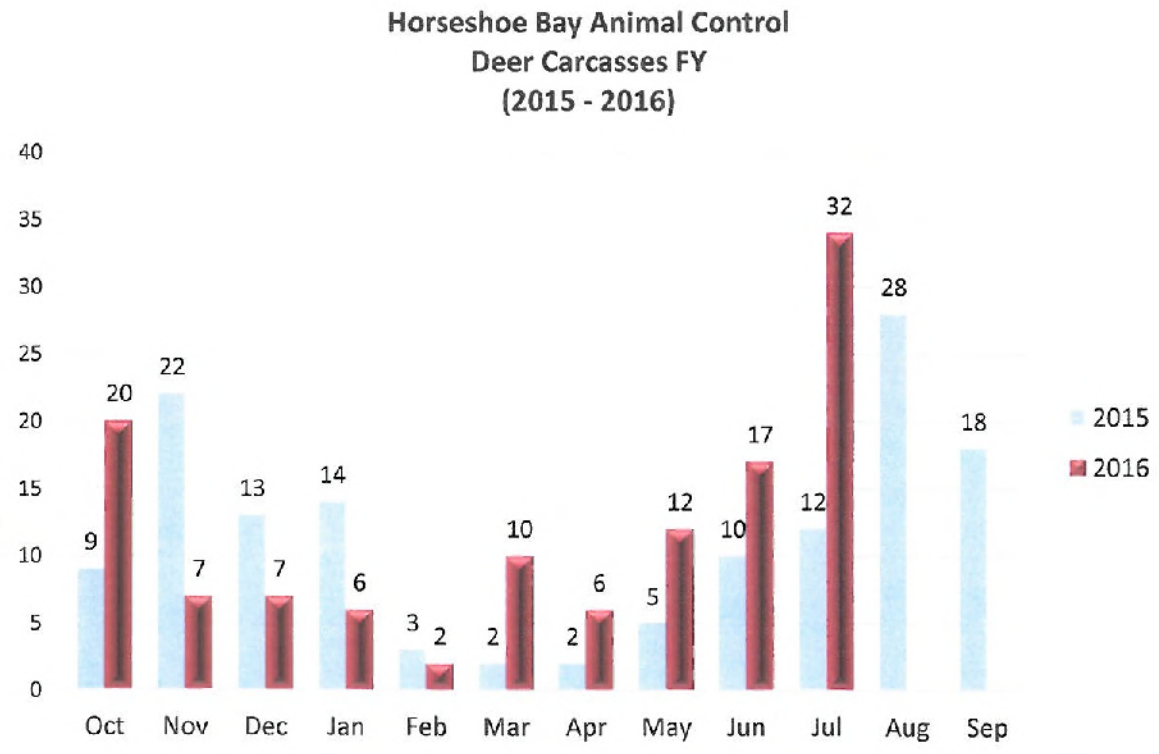
## ANIMAL CONTROL
### July 2016 FYACTIVITY REPORT

The Animal Control Person handled approximately one hundred ninety-three (193) calls within the month of July. One hundred twenty-three (123) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while seventy (70) 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 one (1) of the calls for the month of July.

*Animal Control disposed of two (2) deer carcasses under contract with the community of Blue Lake during the month of July.

| OPERATIONS | JUL 2016 | JUL 2015 | FYTD 2016 | FYTD 2015 |
|---|---|---|---|---|
| Buck Carcasses | 2 | 1 | 17 | 12 |
| Doe Carcasses | 17 | 4 | 68 | 66 |
| Fawn Carcasses | 13 | 7 | 36 | 14 |
| **Total Deer Carcasses:** | 32 | 12 | 121 | 92 |
| Other Carcasses | 23 | 11 | 102 | 193 |
| *Blue Lake Carcasses | 2 | 0 | 2 | 0 |
| **Total All Carcasses:** | 57 | 23 | 223 | 285 |
| Cat related calls | 7 | 1 | 65 | 53 |
| Dog related calls | 15 | 2 | 143 | 127 |
| Total Other calls | 114 | 87 | 706 | 944 |
| **Total Calls:** | 193 | 113 | 1137 | 1409 |


Horseshoe Bay Animal Control
Deer Carcasses FY
(2015 - 2016)
40
35
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
32
28
18
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2015
2016

# CITY OF HORSESHOE BAY

## POLICE DEPARTMENT
### July 2016 FY ACTIVITY REPORT

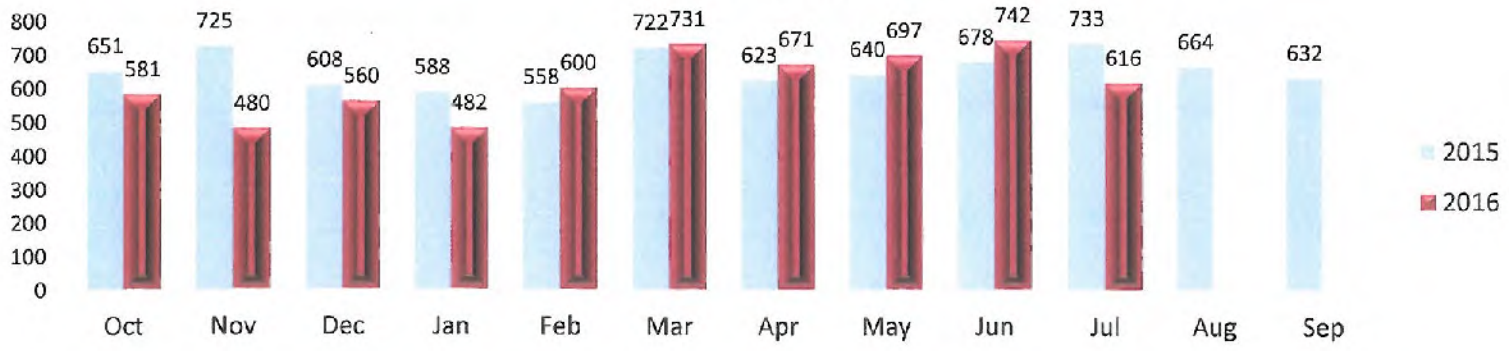
During the month of July 2016 there were thirty (30) new cases reported to our department. The July cases consisted of three (3) felony cases, nineteen (19) misdemeanor cases, eight (8) non-criminal cases, six (6) traffic accidents, and six (6) arrests. The department cleared thirty-two (32) new and old Horseshoe Bay cases in the month of July. Twenty-four (24) residents requested home security watches during July. Also local businesses, amenities, and construction sites continued to be checked thoroughly on a daily basis. Overall, the department responded to six hundred sixteen (616) calls for service, including twenty-eight (28) alarms for the month of July.

During the month of July, 2016, eighteen (18) new cases were assigned to CID for follow up investigation. Eleven (11) of those were a misdemeanor grade. There were three (3) 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 thirty eight (138) persons were interviewed by investigators. These interviews resulted in twelve (12) witness/victim statements, and three (3) confessions. CID cleared twenty eight (28) active cases during the month. CID personnel conducted four (4) searches, and collected ten (10) items of evidence. CID assisted the Patrol Division in covering nine (9) Patrol Shifts, and had six (6) training hours this month.

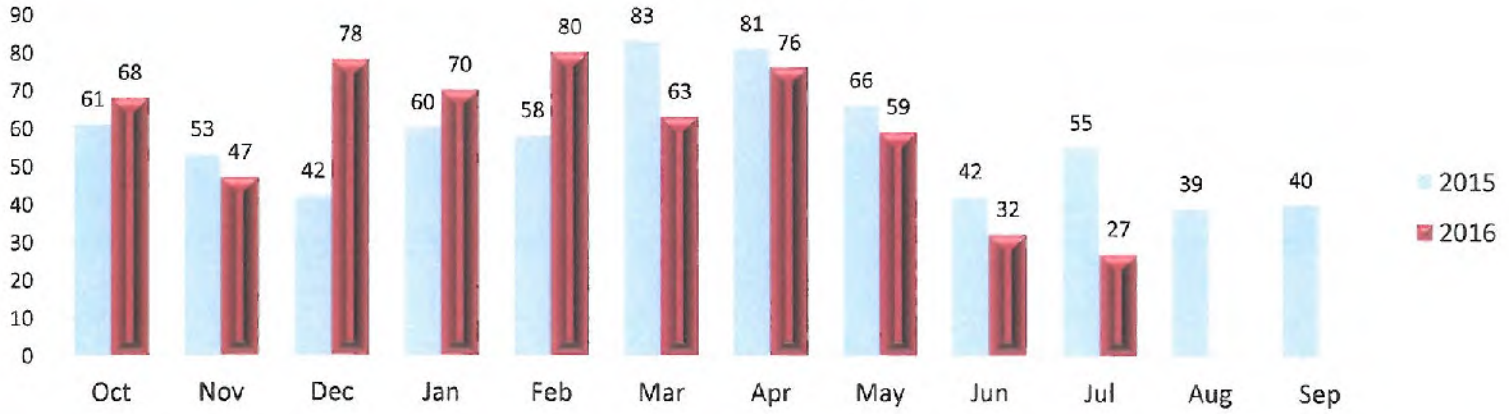
| OPERATIONS | JUL 2016 | JUL 2015 | FYTD 2016 | FYTD 2015 |
|---|---|---|---|---|
| **Dispatch For Service** | 616 | 733 | 6160 | 6526 |
| **Verbal Warnings** | 27 | 55 | 600 | 610 |
| **Warnings** | 68 | 156 | 1322 | 1352 |
| **Citations** | 29 | 55 | 444 | 537 |
| **Arrest** | 6 | 14 | 130 | 159 |
| **Code Enforcement** | 53 | 47 | 765 | 776 |
| **Traffic Accidents** | 6 | 2 | 37 | 45 |
| **Home Security Watches** | 24 | 19 | 216 | 224 |
| **Alarms** | 28 | 23 | 226 | 203 |
| **Felony Cases** | 3 | 0 | 37 | 42 |
| **Misdemeanor Cases** | 19 | 28 | 199 | 223 |
| **Non-Criminal Cases** | 8 | 9 | 76 | 95 |
| **Total Reports (New)** | 30 | 37 | 312 | 352 |
| **Cases Cleared (Old & New)** | 32 | 20 | 251 | 331 |

**Response Time 6.32**

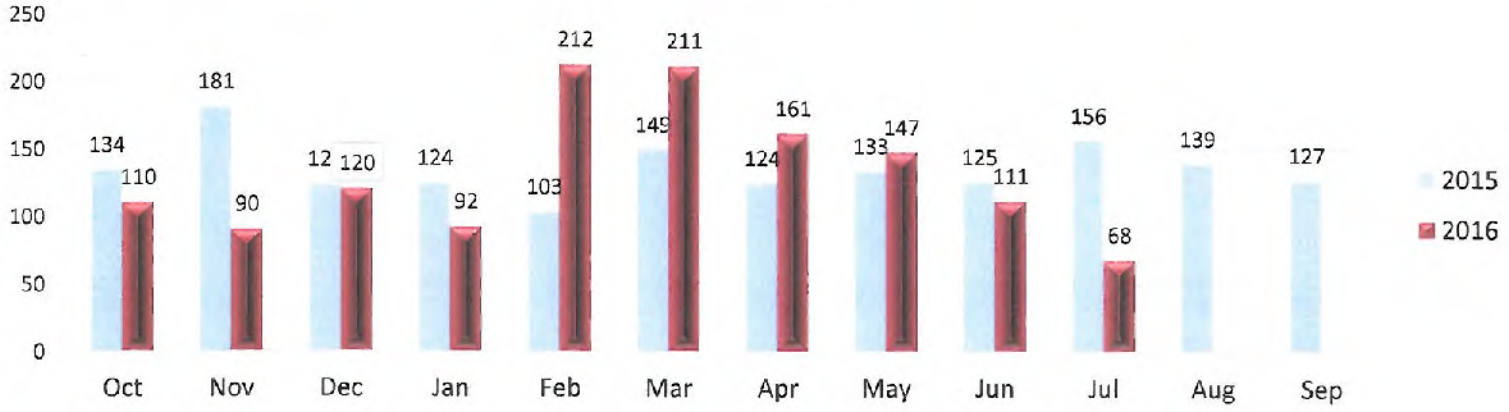
## Horseshoe Bay Police Department
## Dispatch Calls for Service FYTD
## (2015 - 2016)



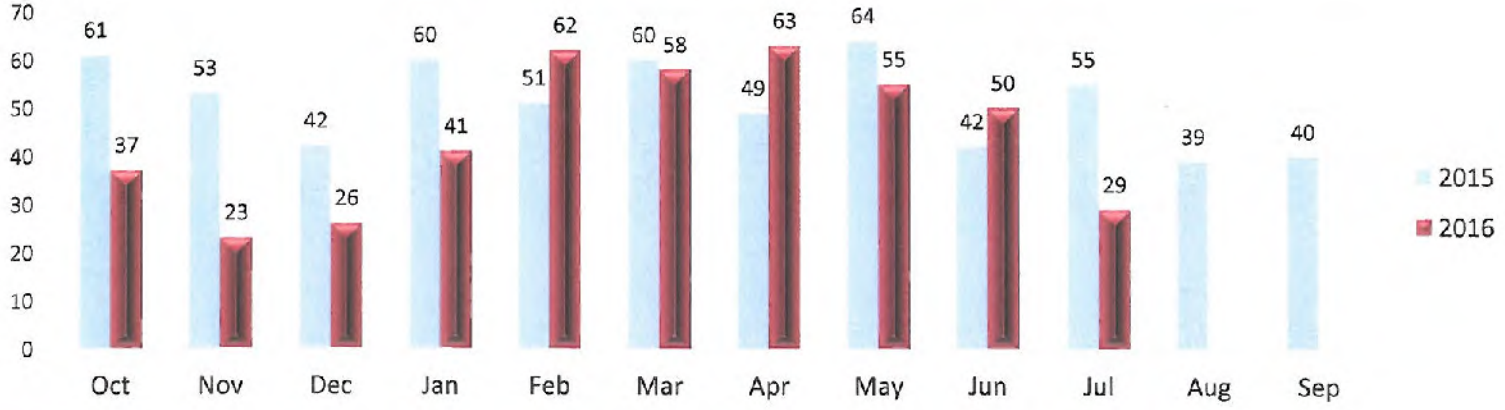

## Horseshoe Bay Police Department
## Verbal Warnings FYTD
## (2015 - 2016)



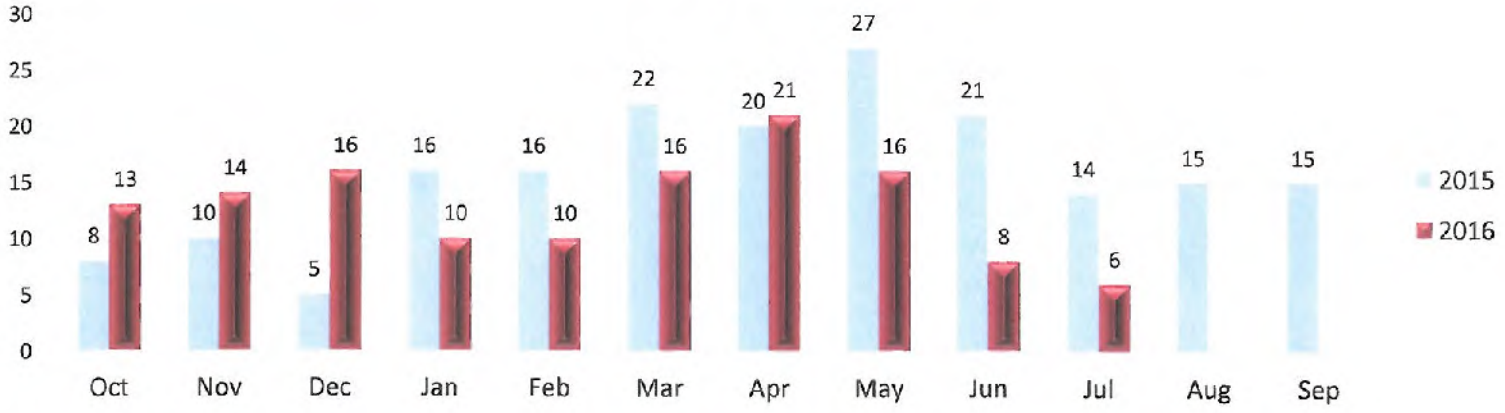

## Horseshoe Bay Police Department
## Warnings FYTD
## (2015 - 2016)



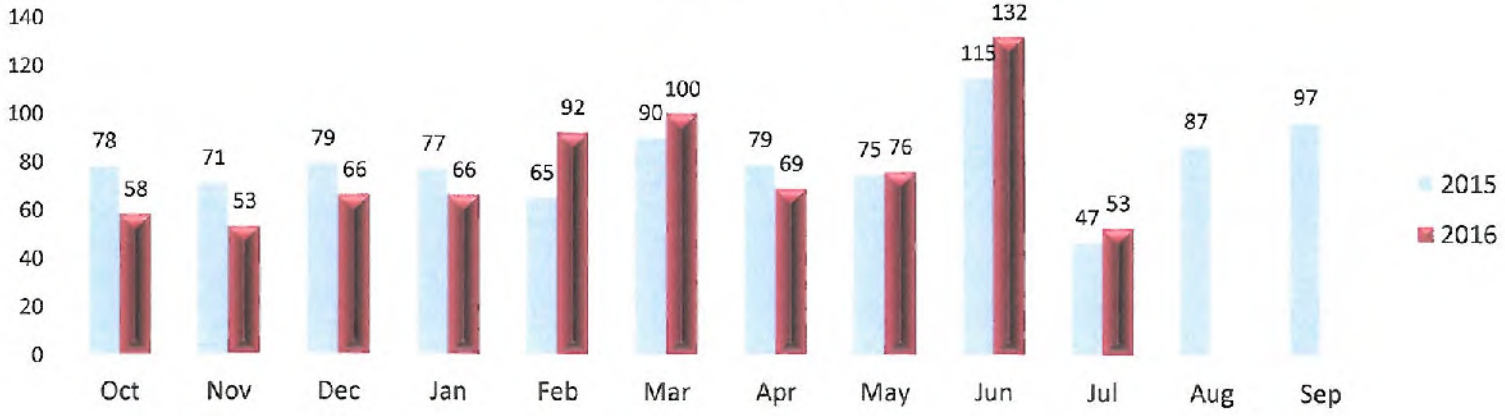
## Horseshoe Bay Police Department
## Citations FYTD
## (2015 - 2016)



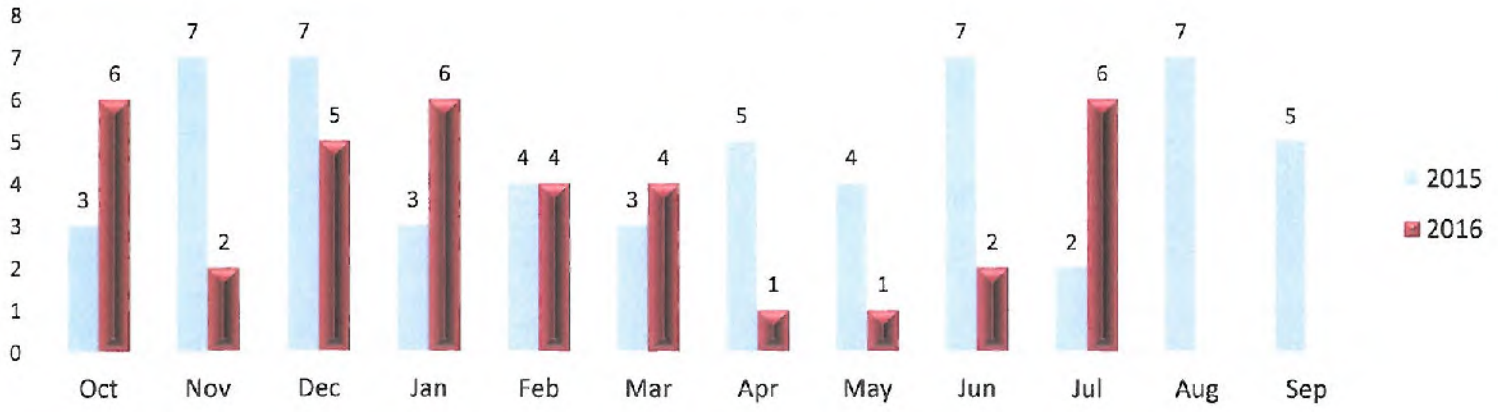

## Horseshoe Bay Police Department
## Arrest FYTD
## (2015 - 2016)



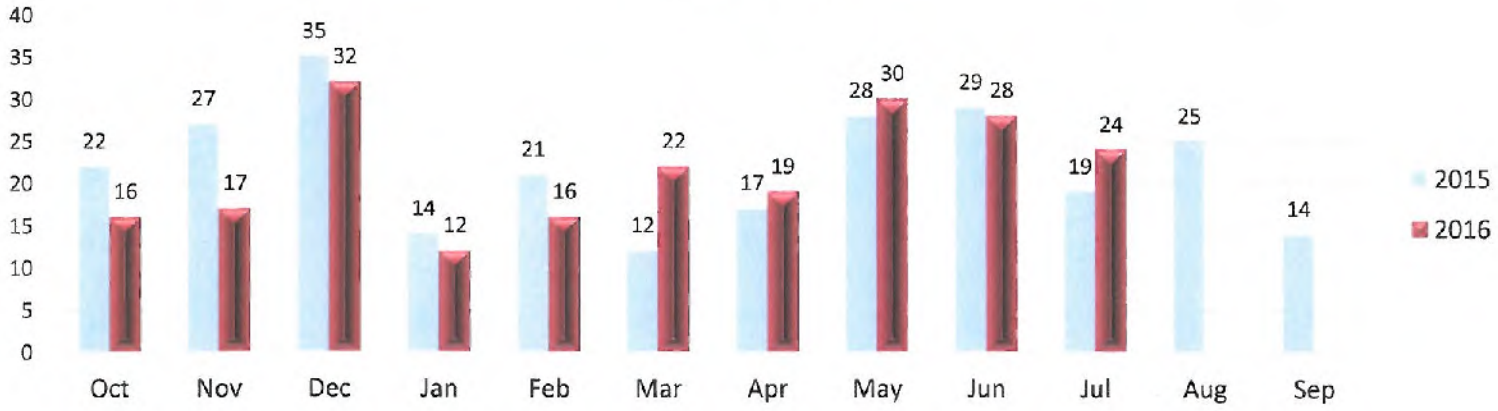

## Horseshoe Bay Police Department
## Code Enforcement FYTD
## (2015-2016)



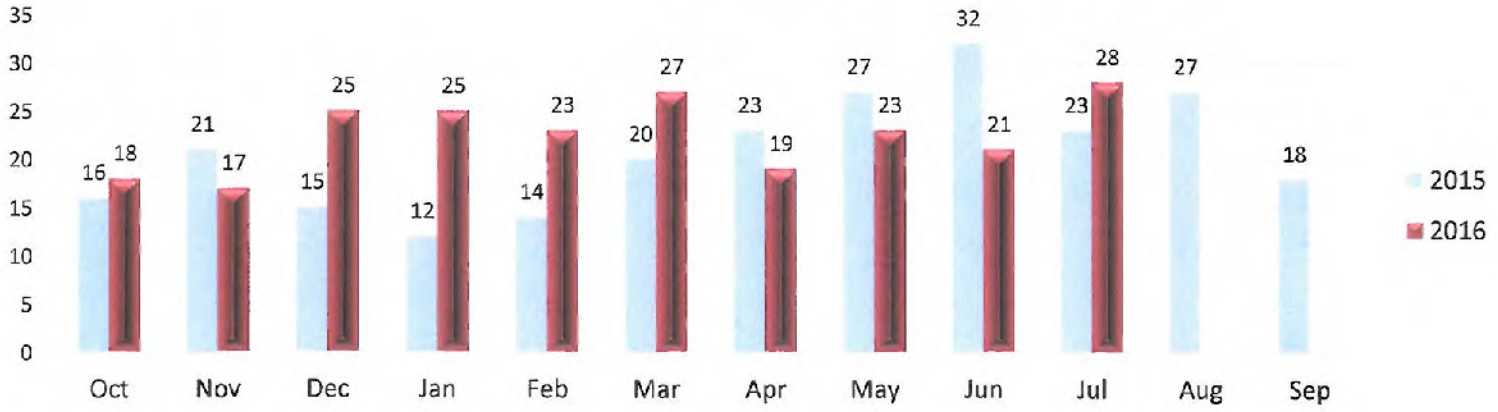
## Horseshoe Bay Police Department
## Traffic Accidents FYTD
## (2015 - 2016)



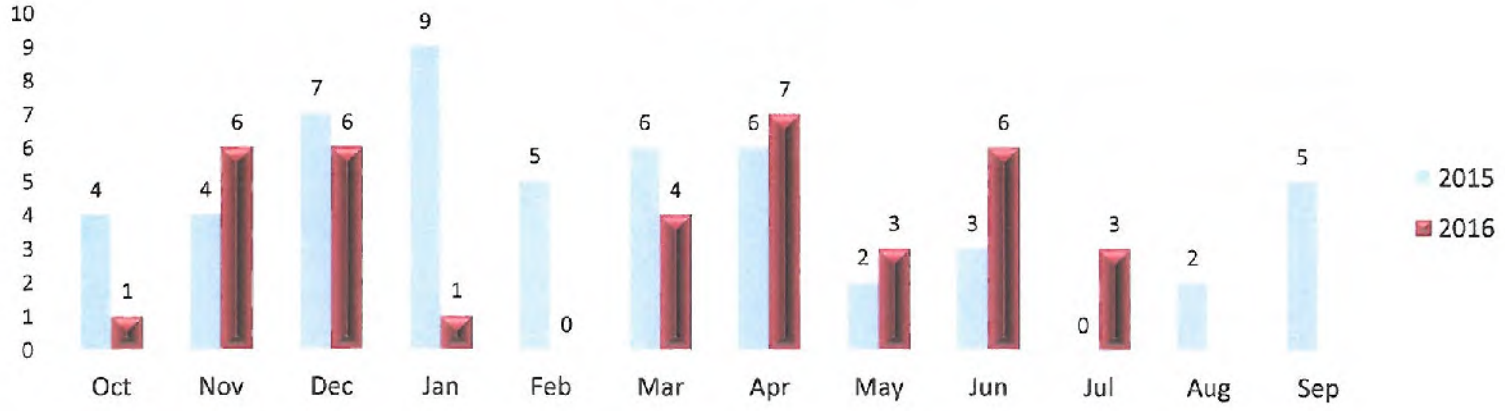

## Horseshoe Bay Police Department
## Home Security Watches FYTD
## (2015 - 2016)



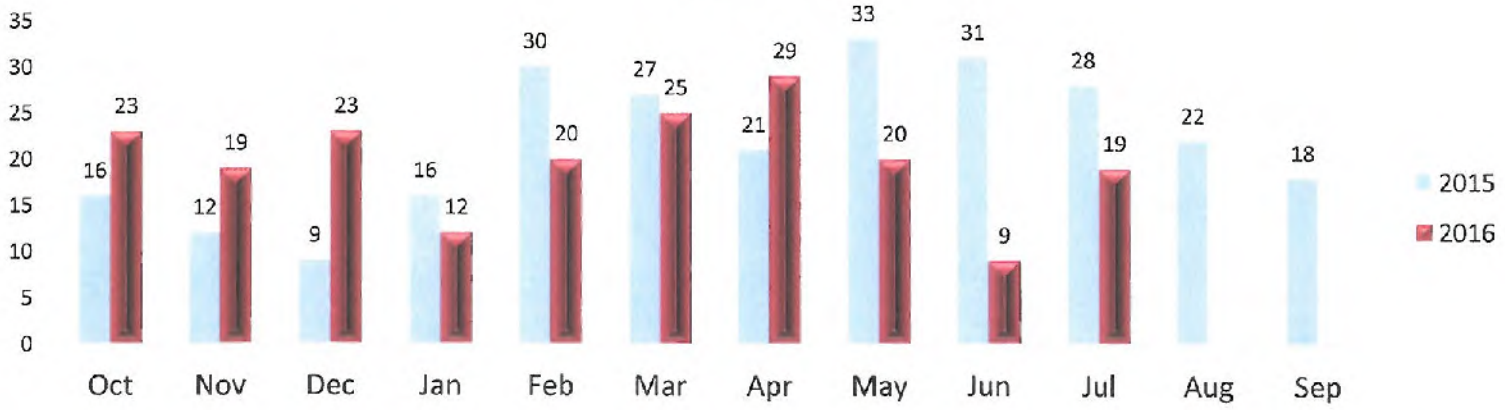

## Horseshoe Bay Police Department
## Alarms FYTD
## (2015 - 2016)



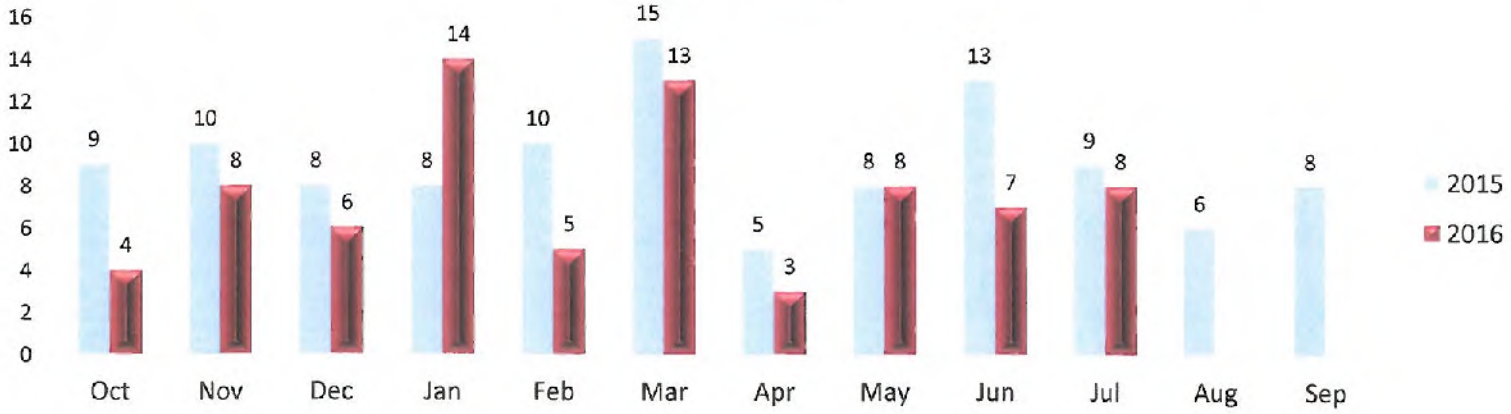
## Horseshoe Bay Police Department
## Felony Cases FYTD
## (2015 - 2016)



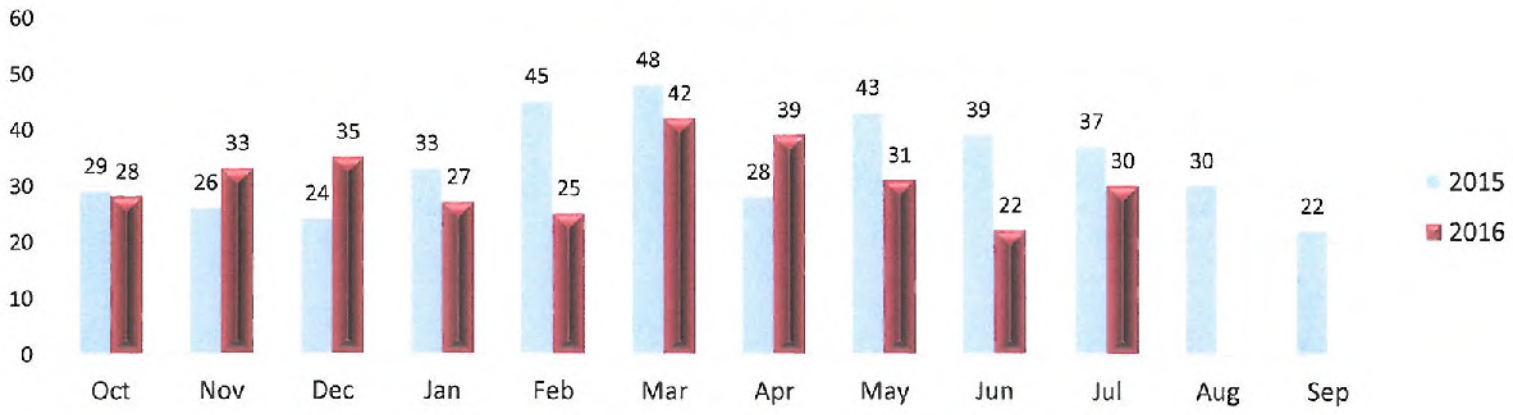

## Horseshoe Bay Police Department
## Misdemeanor Cases FYTD
## (2015 - 2016)



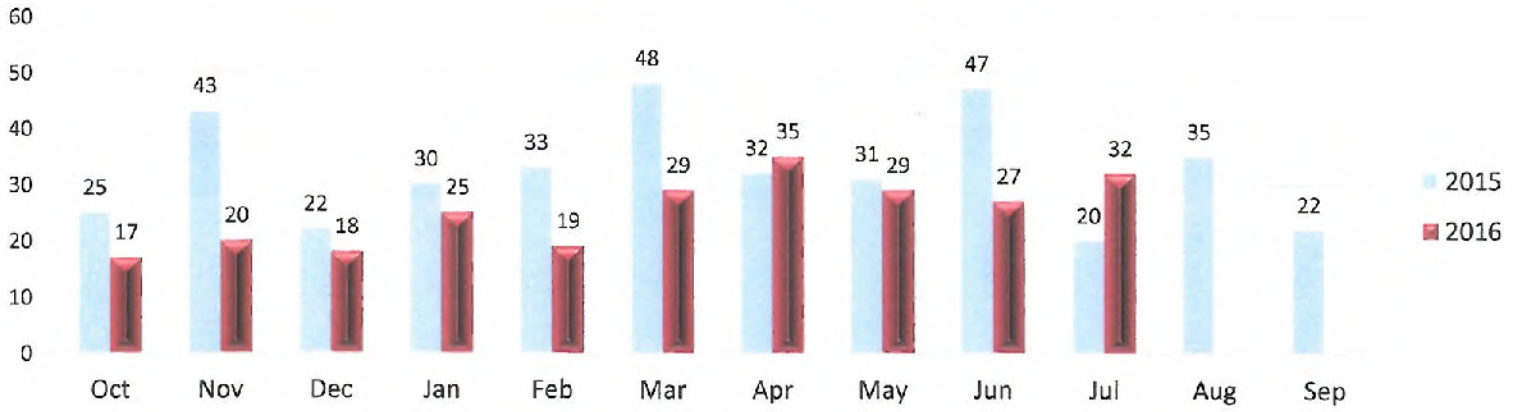

## Horseshoe Bay Police Department
## Non-Criminal Cases FYTD
## (2015 - 2016)



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




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



Item # 11

# CITY OF HORSESHOE BAY

**AUGUST 30, 2016**

**To:** Mayor and City Council

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

**Re:** Discuss, Consider and Take Action to Appoint Members of the City Council to Serve on the Search Committee to Recommend a City Secretary to Hire to City Council

---

The City Manager is recommending a search committee be formed to make a recommendation to City Council of who to hire for City Secretary after a thorough search to include all interviews. This committee would be comprised of Mayor Jordan, two members of the Council, the City Manager and HR Administrator Vicki Briggs. This committee would primarily conduct the interviews and make a final recommendation to City Council.

The City Council is ultimately responsible for hiring a City Secretary; therefore after this search committee makes a recommendation to the Council the Council would make the final decision.

The position is currently posted on the City website and several municipal job posting sites. Interviews are expected to start soon after August 30 with Council selection at the September 20 meeting.

Staff recommends approval of the Mayor and two members of the Council to be chosen for this Search Committee.

Enclosures: None

Item # 12

# CITY OF HORSESHOE BAY

**AUGUST 30, 2016**

**To:** Mayor and City Council

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

**From:** Eric W. Winter, Development Services Manager

**RE:** Board of Adjustment, will Conduct a Public Hearing, Discuss, Consider and Take Action Regarding:

a. Request for a 6.7 foot Variance in the 20 Foot Front Yard Setback Requirement Based on the Shallow Nature of Lot 334 of Pecan Creek, also known as being in the 100 Block of Lampasas Court, to Allow Construction of a Single Family Residence.

---

The owner is requesting a 6.7' Variance in the 20' front yard setback requirement of Sec. 14.02.408(b)(3)(A) to allow construction of a new single family residence on a shallow lot. The property is classified R-1 Single-Family Residential and is vacant.

The Board of Adjustment can only grant a Variance after holding a public hearing on the request and finding that:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of the land. The applicant states that: "Lot 334 is at the beginning of a cul-de-sac. There is 25 feet of property from the property to the actual street. By moving the house forward, it fits the lot.." Staff has no issue with this.
2. The Variance is necessary for the preservation and enjoyment of a substantial property right of the applicant. The applicant states that: "The Variance allows reasonable and best use of the lot for a single family house." Staff has no issue with this.
3. Granting of the Variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area. The applicant states: "Similar reliefs have been granted to many of the homes in these culs-de-sac and have not been a detriment." Staff's review found that to be the case.
4. Granting of the Variance will not have the effect of preventing the orderly use of other land within the area in accordance with the provisions of this Ordinance. The applicant states: "Relief will not create problems for others." Staff has no issue with this.
5. Granting of the Variance constitutes a minimal departure from this Ordinance. The applicant states: "Relief is not a problem to anyone." Staff's review found that to be the case as there has been only one comment received from property owners based on the two sets of public notices sent, and that property owner has a grudge against Clifford Grubbs.
6. The subject circumstances or conditions are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property. The applicant states: "No effect on properties in the area." Staff has no issue with this.

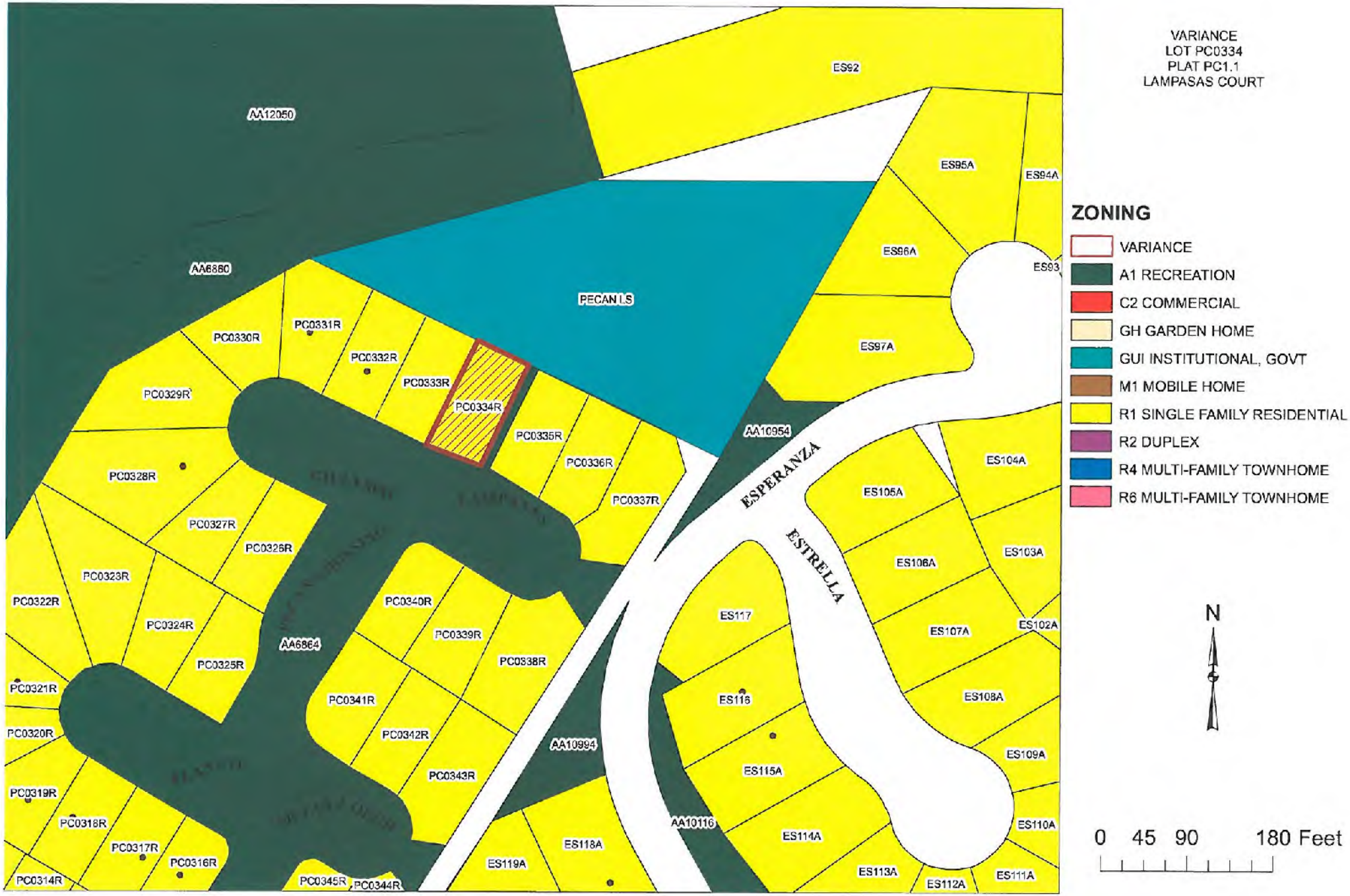
**The Pecan Creek Architectural Control Committee has approved the Variance. The required public notices were provided and one comment was received and is attached. The commenter is welcome to apply for Variances for her properties, which will be considered separately by the Board. Based on the above review, staff recommends approval of the attached Variance Approval Form.**

**Enclosures:** **Aerial Photo**
**Zoning Map**
**Site Plan**
**Property Owner Letter of Opposition**
**Variance Approval Form**

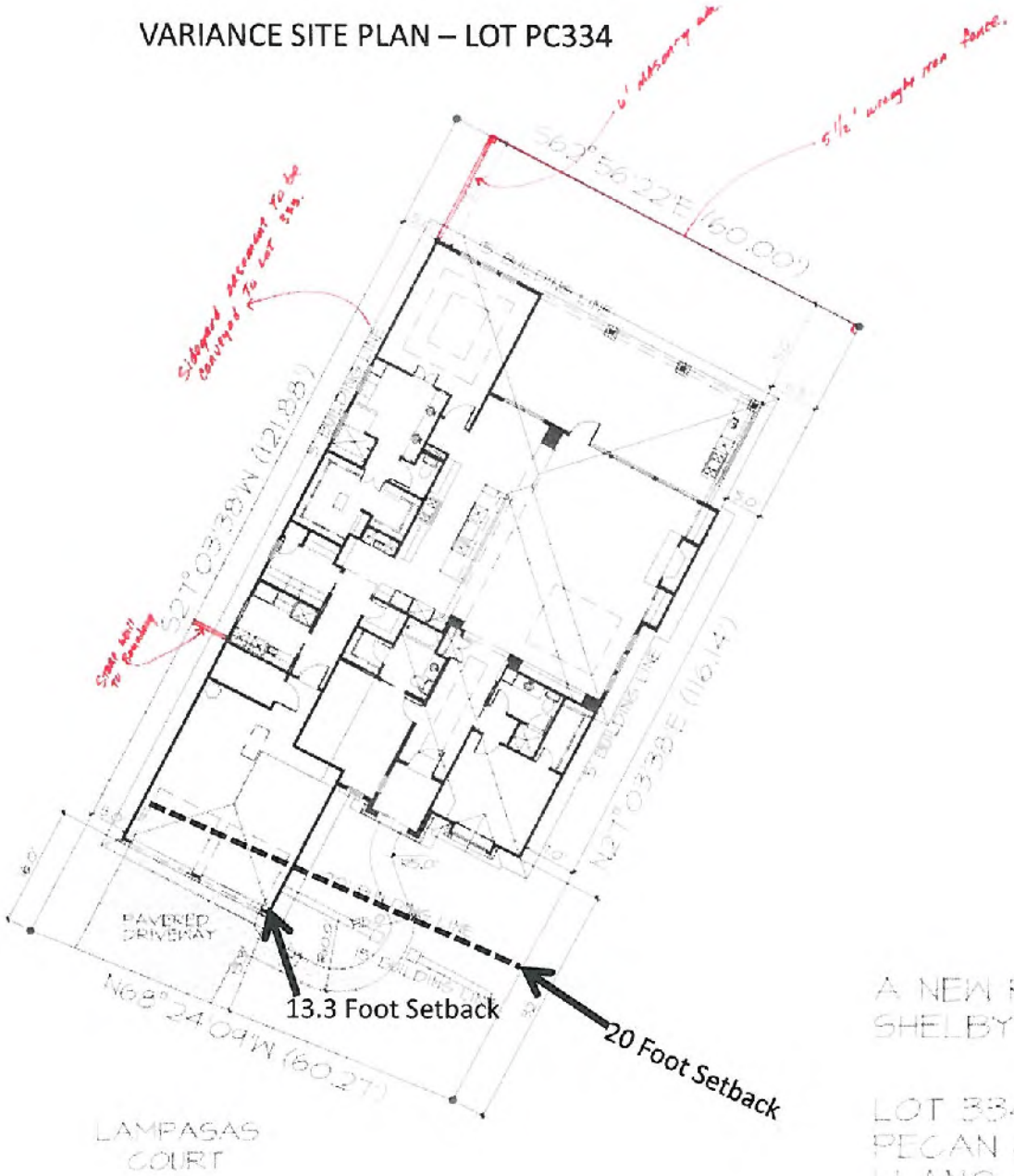
VARIANCE
LOT PC0334
PLAT PC1.1
LAMPASAS COURT

N

0 45 90 180 Feet


VARIANCE
LOT PC0334
PLAT PC1.1
LAMPASAS COURT
ZONING
VARIANCE
A1 RECREATION
C2 COMMERCIAL
GH GARDEN HOME
GUI INSTITUTIONAL, GOVT
M1 MOBILE HOME
R1 SINGLE FAMILY RESIDENTIAL
R2 DUPLEX
R4 MULTI-FAMILY TOWNHOME
R6 MULTI-FAMILY TOWNHOME
N
0 45 90 180 Feet
AA12050
AA6860
PECAN LS
AA10954
AA6864
AA10994
AA10116
ESPERANZA
ESTRELLA
ES92
ES95A
ES94A
ES96A
ES93
ES97A
ES104A
ES105A
ES103A
ES106A
ES102A
ES107A
ES108A
ES109A
ES110A
ES111A
ES112A
ES113A
ES114A
ES115A
ES116
ES117
ES118A
ES119A
PC0330R
PC0331R
PC0332R
PC0333R
PC0334R
PC0335R
PC0336R
PC0337R
PC0329R
PC0328R
PC0327R
PC0326R
PC0323R
PC0322R
PC0324R
PC0325R
PC0321R
PC0320R
PC0319R
PC0318R
PC0317R
PC0316R
PC0314R
PC0340R
PC0339R
PC0338R
PC0341R
PC0342R
PC0343R
PC0345R
PC0344R

# VARIANCE SITE PLAN – LOT PC334




A NEW RESIDENCE FOR
SHELBY SPANGLER

LOT 334
PECAN CREEK
LLANO COUNTY, TEXAS

APPROVED
PECAN CREEK
ARCHITECTURAL COMMITTEE
BY S Keane 8/1/16

## Eric Winter

**From:** joan harkins [joanharkins@hotmail.com]
**Sent:** Monday, August 01, 2016 10:53 AM
**To:** ewinter@horseshoe-bay-tx.gov
**Subject:** easement issur

I do not think that Mr grubbs should get easement right. I am the larges home owner there si no right should be given to him. I am from a family of 13 kids and what you gave to one you have to give to all.That is the moto that I live by.old school but it worked. So if mr grubbs get an easement I should be able to have the same easement to all my lots. I think mr. grubbs is wanting the easement. If it is not him then who every wants an easement should not get it
regards
Joan Harkins
I would like to know what the decision is my freedom og rights have been violate

**City of Horseshoe Bay Zoning Variance VA 2016-4**

On the 30th day of August, 2016, the foregoing application of Shelby Spangler for a Variance with regard to the property described in said application, known as Lot No. 334 of Pecan Creek Plat No. 3.1 and the requested 6.7 foot Variance in the 20 foot front yard setback, was heard and considered by the City Council serving as the Board of Adjustment of Horseshoe Bay, Texas. Said application having been found to be in compliance with all other requirements of the City's Zoning Ordinance and a public hearing having been conducted, said application is hereby approved and the following findings are made and incorporated into the minutes of the meeting at which the 6.7 foot Variance from the 20 foot front yard setback of Section 14.02.408(b)(3)(A) was granted:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of the City's Zoning Ordinance would deprive the applicant of the reasonable use of the land;
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. Granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area;
4. Granting of the variance will not have the effect of preventing the orderly use of other land within the area in accordance with the provisions of the Zoning Ordinance;
5. Granting of the variance constitutes a minimal departure from the Zoning Ordinance;
6. The subject circumstances or conditions are not self-imposed, based solely on economic gain or loss, or generally affect most properties in the vicinity of the property.

**APPROVED** on this, the 30th day of August, 2016 by a vote of the City Council of the City of Horseshoe Bay, Texas.

**CITY OF HORSESHOE BAY, TEXAS**

**Stephen T. Jordan, Mayor**

**ATTEST:**

**Teresa L. Moore, City Secretary**

**STATE OF TEXAS §**

**COUNTY OF LLANO §**

**The foregoing instrument was acknowledged before me this 30th day of August, 2016, by Stephen T. Jordan, known to me to be the Mayor of the City of Horseshoe Bay.**

**Teresa L. Moore, Notary Public**
**My commission expires 09-10-19**

Item # 13

# CITY OF HORSESHOE BAY

## AUGUST 30, 2016

**To:** Mayor and City Council

**From:** Mayor Steve Jordan

**Re:** Discuss, Consider and Take Action Regarding Contract with Municipal Court Judge

a. Richard Owen

b. Kevin Madison

---

Under the Texas Government Code, Section 29, a municipal judge in a home rule city is selected under the city's charter provisions. The City of Horseshoe Bay's charter states that a judge shall be appointed by the City Council to a term of 2 years and may be appointed to additional and consecutive terms.

The current term ends on September 30, 2016. There is no requirement that the City post notice for the position, but since there has been some interest in it, the Council thought it appropriate for those that have expressed interested in the position to make a presentation to the Council today. We will call on the two candidates to make their presentations in the following order.

a. Richard Owen
b. Judge Kevin Madison

After the presentations, the Council may retire into executive session to deliberate the appointment of the municipal judge, if it so chooses.

Enclosures: None