Item # 17a

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: Minutes of the August 30, 2016 Budget Meeting, August 30, 2016 Regular Meeting, August 31, 2016 Special Meeting, September 6, 2016 Budget Meeting and the September 6, 2016 Joint Special Meeting with the Planning and Zoning Commission

Enclosures: Minutes

CITY OF HORSESHOE BAY

CITY COUNCIL WORKSHOP MEETING

MINUTES

August 30, 2016

The City Council of the City of Horseshoe Bay held a Public Workshop Meeting at City Hall, August 30, 2016 beginning at 9:00 a.m. in accordance with duly posted notice of said meeting with the following members present:

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

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

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

2. Discuss, Consider and Take Action Regarding Health Insurance Renewal: Lee Cameron with Frost Insurance gave a presentation regarding the cost of renewal of insurance with Blue Cross/Blue Shield which was a 4% increase versus the cost to move the City's health insurance to United Healthcare which came in with a 3.4% decrease from the current cost. He also advised the Council that moving the group dental from BCBS to Principal would result in an 11.1% savings from the renewal cost. Mr. Cameron stated the Group Life/AD&D, Voluntary Life, Group LTD and Voluntary STD with Dearborn National is under a two-year rate guarantee so there would be no increase there. The annual cost of Employee benefits were shown as a 7.0% decrease if moved to the recommended carriers. Council Member Clinesmith expressed concern regarding frequent insurance provider changes and the effect on staff. Council Member Gray reported he had heard from a medical professional that UHC had a questionable reputation. Both Mayor Pro Tem Haydon and Council Member Pope said they have UHC and neither had experienced any problems. Mr. Cameron recommended that the Council move the City's insurance to the new carriers. Council Member Pope made the motion to move the insurance as recommended by Mr. Cameron, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

3. Budget Workshop: City Manager Farmer reviewed the FY 2017 Budget Summary from the meeting packet and staff answered Council questions. Council Member Clinesmith said she would like to see a "road map" of where necessary to increase services in the future in order to better plan. Council discussed the City's goal to keep around six months or $2.6 million in the Operating Reserve Fund and that the FY Budget 2017 Budget was based on keeping the

current tax rate. Council Member Pope stated he had been more involved in the budget process probably more than others on the Council and it is a good process. It starts with each department looking at their needs and he thought the budget was conservative and probably tighter than in previous years. Mr. Pope added that what they had seen in the last year was that when there was an unexpected expenditure the City had found a place in the budget to cover that. He thought that room was still in there and he thought the $0.25 rate would get the City where it needed to be for this year. Council Member Gray spoke regarding the Capital Improvement Projects and there are several million dollars of projected capital improvements. He asked Finance Director Anderson about his comfort level regarding the City's ability to handle those requirements long term. Mr. Anderson replied that the bond issue that will take place in September was included in the budget and that it was primarily to give the City $1 million to fund the two new fire engines and about $2.9 million to go forward with the West Water Plant expansion. Mr. Anderson reported the City plans include using the reimbursement from the Summit Rock PID to cover expansions that are applicable to that development. He said the West Water Plant expansion was due to the Summit Rock development so the proceeds from the Summit Rock PID could be used to make the debt service payments on the $2.9 million for the Utility Fund so there will be no impact from a financial prospect nearly as much as what it would if the bonds were issued without this income. Mr. Anderson said they were trying to be very creative from a financial prospective to try to minimize use of City tax funds or rate funds to pay debt and things like that. He added he did have one concern regarding this first year's payment on the $1 million for the fire engines would be very minimal; however, the second year there would be a debt service payment due early in the year, in February which would be principal and interest amounting to approximately $160,000 to $180,000 which would have to be paid. Mr. Anderson explained he was aware of the Council's desire to keep the rate at $0.25, but if the rate were increased to $0.26 the money could be accumulated to help pay the debt service payment early in the year which would make things much easier. He added that depending when taxes are collected and when the revenue comes in, staff might have to ask Council to use some of the $2.6 million in the City's Operating Reserve early in the year to make the debt service payment early in the year and replenish it later in the year; however, it would be up to Council as staff does not spend that reserve without their approval. Mr. Anderson stated he just wanted Council to be aware of this possibility depending on how the tax revenue comes in. Council Member Gray said the City continues to stack on top of that with the capital improvement projects downstream and he did not want to happen would be for Council to show up for the budget meeting next year and find out they would need to discuss a $0.30 tax rate instead of a $0.26 rate. Mr. Anderson said the City might issue additional debt in 2018 depending on how quickly Summit Rock builds out and then there is the possibility the needed tax rate would exceed the roll back rate. Council Member Clinesmith stated she did not want to just keep pushing it down the road simply because they do not want to be the ones to increase taxes. She wanted to make sure when you look down the road for several years the Council was being fiscally responsible and building that out so the City does not have to go out for a bond. Mayor Jordan reported when Community Services Department Director Koska give his presentation that there are some of the capital improvement projects that could be delayed. Council Member Lambert stated the Council just listened to an insurance advisor and he recommended the City switch to United Healthcare and the Council voted five to zero to do that. He said he was not sure why this would be any different when

the City's Finance Director made a recommendation to increase the tax rate and why that would be any different. Council Member Lambert added the cost of things increase all the time. The City has been at $0.25 tax rate since 2010 and everything the City purchases goes up so the cost of doing business as a city was going up. He said he would prefer to do what Mr. Anderson was suggesting and do a one cent increase and be confident with the understanding there has been no tax increase in 5-6 years and everybody understands the cost of doing business goes up every year and not every five year. Mr. Anderson said it was the Council's decision and he was just providing them with the information. Council Member Pope said he thought this was a good budget balanced with the $0.25 rate. Mayor Pro Tem Haydon spoke against increasing the tax rate and the public perception in his opinion was important.

Community Services Director Jeff Koska reported the process for the rates begins with the budget. After that is determined he takes the Rate Model and goes through a process of developing the rates to cover the balanced budget with all funds involved and that is what he has done for this year. He confirmed that in 2006 the Council decided to make the Utility Fund self-supporting and independent of the General Fund. Mr. Koska said over a period of five years there was a reduction in the tax rate and an increase in the utility rates to raise it up where it would cover all the expenses and capital expenses. He said over the last eight years he had used a rate model to input costs and develop revenues then look at the last couple of years of actual numbers to determine accurately how it would affect the rate and also take into consideration Rate Stabilization Funds to subsidize that amount if required. Mr. Koska said he uses an average water demand year to ensure rates and expenses are conservative. However; this year due to the rains the rates decrease the revenue from utility rates and revenues would be below the budget projections, this in turn would affect the outcome of the Utility budget at the end of the year. Mr. Koska reported they would be behind in revenue and would need to increase the rate by 14.6% across the board to make the budget balance. He said there are some projects that were planned in the FY2107 CIP Budget that could be postponed to prevent the rates from increasing by this large of an amount. Mr. Koska said the rehabilitation of the 750,000 gallon High Storage tank could be safely pushed a year, but might cost a little more in the end. He said he could also push the purchase of a piece of equipment used to push brush at the Recycling Center and just rent one for the present. Mr. Koska reported, if you look at the fact that the last eight years water sales have declined overall due to drought restrictions and changing customers' behavior; financially over time it starts to have a negative revenue affect and the City is beginning to see that. Mr. Koska reported the revenue requirements for capital projects in the near future include replacement of the wastewater treatment plant; which is on the horizon in 2018 and can't be pushed back due to TCEQ requirements. He said the City has to look down the road to covering the bond costs for major projects and this would be accomplished by increasing rates. He would prefer to avoid a very large increase later on as opposed to small incremental increase over time. Mr. Koska said funds pulled from the Summit Rock PID Fund would not be recurring so they would only be a short term fix; however, long term there would be bond issuances that would require funding to cover the infrastructure the City needs. Mr. Koska provided a rate comparison list of area utility suppliers showing that the City had one of the lowest cost for utilities indicating the City has competitive rates. Due to the rising costs of maintaining the system rates would increase accordingly. He said over the past five years what had driven the cost up had not been the operational costs but debt issuances the Utility Fund had

to carry. Mr. Koska reported when they originally developed the rate model they were predicting about $250,000/year on debt but now it was close to $800,000/year. Council Member Clinesmith asked about the Rate Stabilization Fund balance and Mr. Koska replied he thought it had drawn down to $6,000; however, $300,000 revenue balance expected at the end of this fiscal year and this would roll over into that fund. In addition Staff is now working with the Summit Rock developer to get developer reimbursements for expenses expended for the West Water Plant project which could amount to over to $700,000. Mr. Anderson commented about the reimbursement from the developer and having to issue bonds. He explained the City was allocated a certain dollar amount from the developer as reimbursement for infrastructure costs for Summit Rock related utilities. This reimbursement is collected from PID fees and PID fees are only collected on lots that have been sold. Because of that the City only collects about $250,000 per year in PID fees so, while the City might be allocated $5.4 million in developer reimbursements the City could only recoup this over a period of time as lots were sold and payments were made into the PID fund. Mr. Anderson said that was the reason for issuing bonds now and using the current money received from the PID fund to make the debt service payments, but the next iteration of the expansion of the City's utility infrastructure, Wastewater Plant Expansion, would not have the PID money for the debt service payments and the City would have to issue additional bonds which was why Mr. Koska was taking about having to increase his rates to cover those debt service payments. Council Member Gray said with the vast majority of the capital expenses being in the utility area they really don't impact the tax rate but do impact the utility rates. Mr. Anderson replied that in the beginning the Utility Fund was tax subsidized which allowed it to accumulate the funds in the Rate Stabilization Fund. He said that was why it was ok to pull down that fund to pay for the Streets Project. Then when the decision was made to make the Utility Fund self-sufficient that was when they were able to lower the tax rate. Mr. Anderson said since the Rate Stabilization Fund had been drawn down so low that if the tax rate was increased the additional income could be put back into the Rate Stabilization Fund if the Council chooses to do so. Council Member Clinesmith said she was all about being fiscally responsible and having accountability; however, she did not want the staff to feel like they had to build a budget for a $0.25 tax rate even though it might not be what they needed. She wanted the staff to tell the Council what they need and what it would cost and then it was the Councils' job to inform the community that this was what it would cost to provide what the City needed. Mayor Jordan explained the Council's original intent for the Rate Stabilization Fund as well as their intent to use ad valorem taxes for the Street Improvement Project and the estimate of a five to six cent tax increase to cover the cost. He said the Council made the business decision to use the funds available from the Rate Stabilization Funds. Mr. Anderson stated by using those funds it saved the City hundreds of thousands of dollars in interest cost over those years. He said those funds were now depleted and they needed to decide what to do. Council Member Gray asked for an explanation where the funds would come from to replenish the Rate Stabilization Fund. Mr. Anderson reported that initially a lot of those funds came from taxes and in 2006 the tax rate was $0.50/$100 and the City didn't need that kind of funding to operate the City so they were subsidizing the Utility Fund. The excess funds from both the tax income and utility fund income were moved to the Rate Stabilization Fund and that accumulated over a number of years reaching almost $6 million at one point prior to his time with the City. Mr. Anderson stated the Street Improvement Project was approved by Council and they anticipated issuing debt to pay for

the streets and it would probably take a five to six cent increase to pay for that; however, they decided to spend the money on hand and from the Rate Stabilization Fund. Mr. Anderson said they are anticipating an excess amount of $370,000 if the Utility Fund comes in on budget that can be put into the Rate Stabilization Fund at the end of this fiscal year and in addition any reimbursable expenses can be reimbursed from the Summit Rock PID for about $700,000 to $800,000 which could also go back into the Fund and get it back to about $1 million. Mayor Jordan said he thought they would all feel more comfortable if there were about $1 million in the Fund as a cushion. Council Member Pope stated he thought of the Rate Stabilization Fund as being the same as retained earnings in a corporation which is the results of prior operating results. Mr. Anderson said the use of the funds for the streets were actually set up as a loan and could be repaid if the Council chose to do so. Mr. Anderson confirmed much of the money in the Fund was accumulated from the Utility Fund. Community Services Director Jeff Koska told Council he would bring the ordinance to Council next month to approve the increased utility rates.

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

The meeting resumed at 10:50 a.m.

City Manager Farmer reviewed the changes from the initial draft budget and the current proposed budget. After some discussion, Mayor Jordan reported that the proposed budget had been filed with the City Secretary as required in August.

4. Discuss, Consider and Take Action Regarding Approval for Improvements to Yard Waste Collection Process at the Reclamation/Recycle Center and Proposed Rates: Community Services Director Koska gave a presentation regarding the need for changes to be made regarding the brush collection system due to the increased amount of volume. He said he believed due to the low charge to dump that contractors were bringing brush from jobs other than those done in the City even though they are required to provide proof of a job in the City to dump. Mr. Koska proposed relocating the open top containers to an area more easily accessed and safer to the residents and the recycle containers to where the open top containers are currently and to add traffic flow striping. He said these changes would cost approximately $65,000 and he would like to do a budget amendment to transfer those funds from unused capital funds and proceed now in order to complete the project prior to the fiscal year-end. Council Member Gray asked about curb side recycling and should this be postponed until that decision could be made. City Manager Farmer said in the past the Council did not choose to implement curb side recycling due to the number of part-timers. Mayor Pro Tem Haydon made the motion to approve a budget amendment for up to $65,000, from unfunded capital projects to a line item for this upgrade, seconded by Council Member Pope. The motion passed unanimously (5-0). Secondly, Mr. Koska proposed changing the process for the brush due to the large volume and the inability to burn due to increased restrictions by TCEQ and the impact smoke on new residents moving closer to the burning area. This caused the City to resort to grinding the brush which is substantially increased costs. He said his goal was how to cut down the volume by increasing the cost to dump as well as reducing the hours. By only allowing contract dumping to come three days per week and by employing the weekend attendant to be there during hours it is open to watch every load that comes off to better control the volume and any trash being dumped at the brush site.

Mr. Koska said he thought these two changes should get brush volumes to a manageable level and reduce the cost to grind on an annual basis. His proposal was to allow residents that bring brush in their own personal truck access seven days per week at no charge up to 100 cubic yards per year which is equal to about 25 truckloads. Mr. Koska said he proposed increasing contractors' annual fee for the permit from $50 to $75 and change the volume charges to a tiered plan as shown in the packet. He felt that by changing the charges to be based on volume it would be a deterrent to contractors that bring brush to the Recycle Center from outside the City limits. Council Member Clinesmith made the motion to approve the proposed cost increase for dumping yard wasted as presented, seconded by Council Member Pope. Motion passed unanimously (5-0). Mayor Jordan suggested an article be placed in the newspaper regarding this.

The budget meeting continued with a review of the tax rates in area cities including information on sales tax and property tax rates. City Manager Farmer said this was basically an FYI item. Council Member Gray asked if some of the cities with higher ad valorem taxes might be subsidizing the utilities. Mr. Farmer said they did not research that.

Next, the Council reviewed the Five-Year Capital Plan explained by Mr. Farmer. He stated he broke out vehicles and equipment for the Police Department and equipment and training for the Fire Department. Mr. Farmer said the Five-Year Capital Plan would be on the agenda for the September 22, 2016 meeting.

Regarding, a Pickle Ball court, Mr. Farmer reported if the City went with one tennis court with two Pickle Ball courts on it, no basketball goals and no lights the cost would be $30-35,000. He said if the City did two tennis courts with four Pickle Ball courts, four basketball goals and lighting it would go up to $103,000. The City set up an account at American Bank of Texas so contributions for this project could be tax deductible donations. Mayor Jordan said he would like to see the City provide matching funds. Council Member Pope reported he would make a personal contribution; however, he would not be in favor of matching funds. Council Member Lambert said he would be in favor of matching funds from the City. Mayor Pro Tem Haydon questioned staff regarding the issue of available parking if this facility is built. Council Member Gray said the Council will be reviewing the recommendations of the Long Range Planning Advisory Committee and he thought it should be incorporated into the Long Range Plan in order to assure the Council would be doing the right thing and he was not in favor of any action on this item until after the Long Range Plan was adopted. He said the Advisory Committee's report asked if the City should be looking for the area around American Bank for a park the City with running and walking tracks and maybe locate the Pickle Ball courts at that location.

City Manager Farmer said Council Member Clinesmith asked that this item be included for discussion. The information showed 78 full-time employees currently. Council Member Clinesmith thanked Mr. Farmer for the information and Mayor Jordan said he would like to see this each year.

City Manager Farmer reported this was the second scheduled budget workshop and at the regular Council meeting this afternoon there would be a public hearing regarding the

proposed tax rate and an announcement regarding the date of the meeting to adopt the tax rate.

5. Adjournment: Mayor Pro Tem Haydon made a motion to adjourn the meeting at 11:38 a.m. The motion was seconded by Council Member Pope. The motion passed unanimously (5-0).

APPROVED this 20th day of September, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council of the City of Horseshoe Bay held a Public Meeting at City Hall August 30, 2016, beginning at 3:00 p.m. in accordance with duly posted notice of said meeting with the following members present:

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

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

1. Call the Meeting to Order and Establish a Quorum: Mayor Jordan called the meeting to order at 3:00 p.m. stating a quorum was present. 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: Johnny White, Senior Pastor of 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: There were no public comments.

5. Conduct First Public Hearing Regarding Proposed 2016 Ad Valorem Tax Rate: City Finance Director Larry Anderson explained State Law requires that when the proposed ad valorem tax rate exceeds the effective tax rate that the governing body holds two public hearing before adopting the tax rate. The City's proposed 2016 tax rate of $0.26 per $100 of taxable valuation exceeds the effective tax rate of $0.23734. The proposed rate is $0.01 higher than last year's adopted tax rate. Mr. Anderson further explained this was the City's proposed rate and not necessarily what the Council would adopt, it was simply the highest rate they could adopt and the Council could adopt a lower rate. Mayor Jordan convened the public hearing at 3.07 p.m. and asked if there was anyone that would like to speak. Mike Riley stated there were approximately 80 homes currently that had received building permits and that would drive a lot of revenue, so why would the City potentially have a tax increase while having 80 more homes to tax. Mr. Anderson explained that only property on the tax roll as

of January 1, 2016 would eligible to be taxed for 2016. The public hearing was adjourned at 3:09 p.m.

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: Mr. Anderson explained this was somewhat repetitive; however the City was required to follow State statute. This item was to schedule and announce the second public hearing as explained in the previous agenda item and would be held September 6, 2016.

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: Mr. Anderson explained this item was also required by State statute and was to announce the public hearing on the budget itself and also that the ad valorem tax rate would be adopted on September 20, 2016.

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

9. Consent Agenda Items:
   a. Approve Minutes of the 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

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

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

    City Manager Stan Farmer reported that City Attorney Rex Baker and he had met with the Haythem Dawlett, developer of Tuscan Village in Lakeway. They toured the current, similar project in Lakeway and answered questions for Mr. Dawlett's financial team. Mr. Farmer added the closing scheduled for August 31 would be pushed to early September instead due to an issue on the appraisal of the property. Mr. Farmer stated mowing would begin later this week in South; however, the areas mowed earlier in the summer had tall grass again due to the rains in June, July and August. Mr. Farmer reported four department heads had attended the same leadership conference he had attended in Charlottesville, VA.,

University of Virginia Business School. Fire Chief Joe Morris, Jeff Koska Director of Community Services, Eric Winter Director of Development Services and Vicki Briggs. Chief Morris reported they spent eight days of invigorative learning and team building.

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: Mayor Jordan reported that City Secretary Teresa Moore had tendered her resignation and would be retiring at the end of September. He added this was a big role and a responsible role for the City to fill. Mayor Jordan said Teresa had started with the Lake LBJ Municipal Utility District in 2004 which was prior to the City incorporating in 2005. The MUD merged with the City March 1, 2006. City Manager Farmer reported the City Council was ultimately responsible for hiring and appointing the City Secretary. This agenda item was to appoint a search committee consisting of Mayor Jordan, Mayor Pro Tem Haydon, Council Member Clinesmith, City Manager Farmer and HR Administrator Briggs. The motion was made by Council Member Pope to appoint the search committee as presented, seconded by Council Member Gray. Motion passed unanimously (5-0).

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.

    Mayor Jordan stated the Council was meeting as the Board of Adjustment. Director of Development Services Winter reported this item was to conduct a public hearing for a variance as shown on the agenda. The owner was requesting this variance due to the narrowness or shallowness of the lot and the lot was classified as R-1 Single Family residential and was vacant. The variance had been approved by the Pecan Creek Architectural Control Committee. There was one written comment from Joan Harkins who was not in favor of granting the variance. Mr. Winter stated Ms. Harkins was welcome to apply for variances on her properties which would be considered individually.
    Mayor Jordan convened a public hearing at 3:25 p.m. and asked if there were any comments. There were none and the public hearing was adjourned. Council Member Gray made the motion to approve the variance as requested, seconded by Mayor Pro Tem Haydon. The motion passed unanimously (5-0).

13. Discuss, Consider and Take Action Regarding Contract with Municipal Court Judge:
    a. Richard Owen
    b. Kevin Madison

    Mayor Jordan reported under the Texas Government Code, Section 29, a municipal judge in a home rule city was 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 would end on September 30, 2016. There was no requirement that the City post notice for the position, but since there had been some interest in the position, the Council thought it appropriate for those that had expressed interested in the position to make a presentation to the Council today. He

added they would ask the two candidates to make their presentations. Mayor Jordan added the Council could convene in Executive Session to discuss the appointment if they chose to do so. Each of the two candidates spoke regarding their experience as well as how the City would benefit if they were selected. City Prosecutor Eddie Arrendondo, Police Chief Rocky Wardlow, Code Enforcement Officer Richard Baum, Development Services Director Eric Winter, and Court Clerk Bobbi Havins all gave presentations in support of re-appointing Judge Madison. After the presentations the Council discussed the item. Council Member Pope made the motion to re-appoint Kevin Madison as the Horseshoe Bay Municipal Court Judge for a term of two years beginning October 1, 2016, seconded by Mayor Pro Tem Haydon. Motion passed unanimously (5-0).

14. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn the meeting at 4:42 p.m., seconded by Council Member Pope. Motion passed unanimously (5-0).

APPROVED this 20th day of September, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council of the City of Horseshoe Bay held a Special Meeting at City Hall August 31, 2016, beginning at 1:30 p.m. in accordance with duly posted notice of said meeting with the following members present:

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

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

1. Call the Meeting to Order and Establish a Quorum: Mayor Jordan called the meeting to order and established a quorum.

   At 1:34 p.m. Mayor Jordan announced that the Council would go into Executive Session pursuant to Sections 551.071, Government Code regarding agenda item 2.

2. Discuss the Long Range Planning Advisory Committee Comprehensive Plan Report:

   Regular Meeting Resumed: At 2:08 p.m., the Executive Session having ended, Mayor Jordan resumed the regular meeting and announced that no action or votes had been taken in the Executive Session.

2. Discuss the Long Range Planning Advisory Committee Comprehensive Plan Report: The Council discussed the report the Advisory Committee had prepared and how it would be utilized as a tool by the Council in creating the final Plan. Mayor Jordan appointed Council Members Clinesmith and Gray to work with him and staff on refining the Long Range Comprehensive Plan and report back to Council.

3. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn at 2:15 p.m., seconded by Council Member Pope. Motion passed unanimously (5-0).

APPROVED this 20th day of September, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, City Secretary

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council of the City of Horseshoe Bay held a Regular Meeting at City Hall September 6, 2016, beginning at 9:00 a.m. in accordance with duly posted notice of said meeting with the following members present:

Stephen T. Jordan, Mayor
Craig Haydon, Mayor Pro Tem
Cynthia Clinesmith, Council Member
Jerry Gray, Council Member
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 and established a quorum. Council Member Pope was absent.

2. Conduct Second Public Hearing Regarding Proposed Property Tax Rate: Mayor Jordan stated when the proposed tax rate exceeds the effective tax rate; state law requires the City to hold two public hearings to allow the public to voice their opinions. He said this was the second of two tax rate hearing with the first being held August 30, 2016 at 3:00 p.m. in the City Council Chambers. Mayor Jordan reported the proposed property tax rate for the tax year 2016 was a maximum of 26 cents per $100 valuation. He explained when the Council adopts the tax rate it could not exceed the proposed rate of 26 cents, but could adopt a lower rate. Next, Mayor Jordan reported the City Council would meet again on September 20, 2016 at 3:00 p.m. in the City Council Chambers to conduct a public hearing on the Proposed FY 2017 Budget and after the budget hearing the Council would adopt the FY 2017 Budget then adopt the 2016 Tax Rate. Mayor Jordan convened a public hearing at 9:05 and asked if there were any comments. There were none and he adjourned the public hearing at 9:06 p.m.

3. Discuss Proposed Utility Rates: Community Services Director Jeff Koska reported to the Council that after further study since the last budget meeting, they found there was a $248,000 bond payment that could be paid from the Summit Rock PID. This allowed them to drop the utility rate increase from 14.6% to 9%. Council Member Clinesmith asked staff to explain the $248,000 bond payment. Finance Director Larry Anderson explained that the Debt Service payments are budgeted in the Utility Fund for their portion of the bonds. He said what was not shown in the Utility Fund was the PID funds collected from Summit Rock and the intent all along was to use those funds to make the Debt Service Payments. Mr. Anderson said by recognizing the fact that those payments will not have to be made from the Utility Fund but could come from the Summit Rock PID proceeds they were able to reduce the Utility Fund expenses by that amount.

4. Discuss Rate Stabilization Fund: Finance Director Larry Anderson gave a detailed account of how the funds in the Rate Stabilization Fund were spent. He explained that $8,532,031 went for street improvements, $1,327,795 transferred from the Utility Fund to pay budgeted

administration fees to the General Fund,$2,540,297 paid transfers out of debt service to pay budgeted principal and interest. $275,828 was transferred to the Utility Fund for accounts payable and payroll expenses for a total of $12,675,951. He explained due to the inability to keep large sums of money in the operating account at the bank that the money was transferred to TexPool account which is able to insure larger sums of money similar to a savings account. It was determined that increasing the tax rate by one cent would generate approximately $178,000 while increasing the utility rates by 9% would generate approximately $400,000. The consensus of the Council was to accept changing the budget to reflect the lower 9% rate increase.

2. Adjournment: Mayor Pro Tem Haydon made the motion to adjourn at 9:45 a.m., seconded by Council Member Gray. Motion passed unanimously (4-0).

APPROVED this 20th day of September, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, City Secretary

CITY OF HORSESHOE BAY

CITY COUNCIL MEETING

MINUTES

The City Council and the Planning and Zoning Commission of the City of Horseshoe Bay held Joint Special Meeting at City Hall September 6, 2016, beginning at 1:30 p.m. in accordance with duly posted notice of said meeting with the following members of the City Council were present:

Stephen T. Jordan, Mayor
Craig Haydon, Mayor Pro Tem
Cynthia Clinesmith, Council Member
Jerry Gray, 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 1:30 p.m. and established a quorum. Council Members Pope and Lambert was absent. P & Z Members Norm Long, Chairman, Lynette Morrison, Pat Bouchard and Wayne Anderson were present. Long Range Planning Advisory Committee Members Jim Long, Chairman, Ted Hess, John Bird, Larry Stahl, Bud Nichols, Steve Varga and Chris Holcomb, Urban Planning consultant. Committee Member Mike Thuss was absent

2. Discuss the Long Range Planning Advisory Committee Comprehensive Plan Report: Mayor Jordan stated that in April of 2015 the City Council created the Long Range Planning Advisory Committee to provide information and suggestions to the City in areas related to the Council's planning for the future. He said the Council had received the Advisory Committee's report and they were very impressed. Mayor Jordan said the report along with other materials such as the on-line survey and the Parks Master Plan would be tools used by the Council in updating the current Comprehensive Plan as required by the State's statutes. He said any recommendations by the Planning and Zoning Commission, another advisory committee, would be considered as well. Mayor Jordan explained the Council felt a joint meeting with the P & Z Commission would allow both to explore various aspects of the Advisory Committee's report. He said these discussions would lay the foundation for the final comprehensive plan to be written and approved by the Council. Mayor Jordan said he had appointed a sub-committee consisting of Cynthia Clinesmith, Jerry Gray working with him and City staff to develop a working draft for the P & Z Commission to consider October 4, 2016 and a final draft for the Council to consider October 18, 2016. The Council also publicly recognized the work of the Long Range Planning Advisory Committee over the past 16 months.
   Development Services Director Eric Winter read the Local Government Code of the State of Texas Chapter 213 Municipal Comprehensive Plans and the City's Charter regarding how each addressed the requirements to create or amend a comprehensive plan.
   The City Council, Planning and Zoning Commission and the Long Range Planning Advisory Committee reviewed the Comprehensive Plan Report and discussed thoroughly.

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

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

APPROVED this 20th day of September, 2016.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, City Secretary

Item # 17b

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Larry O. Anderson, Finance Director

RE: Approval of Updated Summit Rock Public Improvement District Assessment Roll for 2016

The Service and Assessment Plan (SAP) for the Summit Rock Public Improvement District was approved by Ordinance No. ORD 12-08-28B on August 28, 2012. Section 5.2 of the SAP requires that it be reviewed and updated annually in accordance with Section 372.013 of the Local Government Code.

Since there has been no changes to the SAP the only item that needs to be updated at this time is the Assessment Roll which will be attached to the SAP as Schedule I. Staff has updated the Assessment Roll, which includes all current Lot Owners as of December 31, 2015, utilizing information provided by the Llano Central Appraisal District. The only action required is for the City Council to review and approve the updated Roll and that it be filed along with the SAP.

The Roll will be sent to the Appraisal District and the Tax Assessor Collector for their use in updating their Rolls for assessments as of January 1, 2016.

Staff recommends Council approve the updated Assessment Roll for 2016, which includes the current Lot Owners as of December 31, 2015, in compliance with Section 5.2 of the Service and Assessment Plan.

Enclosures: Schedule I – Assessment Roll as of December 31, 2015

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. Summit Rock Plat 1.1	Lot Owner as of 12/31/14	Total Improvement Assessment	Annual Installment
1	Frank and Jeanette Matzinger, Jr.	$30,000	$2,000
2	Snake River Investments LLC	$30,000	$2,000
3	Skywater Partnership	$30,000	$2,000
4	John Robert & Julie Willis Molland	$30,000	$2,800
5	Cowden and Sherry Ward	$30,000	$2,000
6	Harvey and Sharon Zinn	$30,000	$2,000
7	Billy and Cindy Davis	$30,000	$2,000
8	Robert L & Kelly Ann Hays, Jr	$30,000	$2,800
9	National Bank of Arizona	$30,000	$2,800
10	National Bank of Arizona	$30,000	$2,800
11	Charles D. and Dixie Patterson	$30,000	$2,800
12	Susan Spohn	$30,000	$2,000
13	Richard Means	$30,000	$2,000
14	Skywater Partnership	$30,000	$2,000
15	Clement and Laura Thompson	$30,000	$2,000
16	Jimmy Jacobs Custom Homes	$30,000	$2,000
17	Candice Jones	$30,000	$2,000
18A	Grand Bank of Texas	$30,000	$2,800
18B	Grand Bank of Texas	$42,000	$2,800
19	Willis Environmental Engineering, Inc.	$22,000	$2,000
20A		*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

20B	*	*
21A	*	*
21B	*	*
22A	*	*
22B	*	*
23A	*	*
23B	*	*
24A	*	*
24B	*	*
25A	*	*
25B	*	*
26A	*	*
26B	*	*
27A	*	*
27B	*	*
28A	*	*
28B	*	*
29A	*	*
29B	*	*
30	*	*
31	*	*
32	*	*
33	*	*
34	*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

35		*	*
36		*	*
37		*	*
38	Legacy DSC LLC	$30,000	$2,800
39	Legacy DSC LLC	$30,000	$2,800
40		*	*
41		*	*
42		*	*
43		*	*
44	Fred and Denise Smith	$30,000	$2,000
45	Edward and Pamela Wenzel	$28,000	$2,000
46		*	*
47		*	*
48		*	*
49		*	*
50	Lee Rogers	$30,000	$2,000
51	Legacy DSC LLC	$30,000	$2,800
52	Terry and Deanie Thrash	$30,000	$2,000
53	Candice Jones	$30,000	$2,000
54	Gary and Betty Harmsen	$30,000	$2,000
55		*	*
56	Patterson Living Trust	$30,000	$2,000
57	Larry and Kathleen Stahl	$28,000	$2,000
58	Clement and Laura Thompson	$30,000	$2,000

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

59	Fred and Denise Smith	$30,000	$2,000
60	Legacy DSC LLC	$30,000	$2,800
61		*	*
62		*	*
63		*	*
64		*	*
65		*	*
66		*	*
67		*	*
68		*	*
69		*	*

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. Summit Rock Plat 2.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
1	Robert and Shirl Thornton	$30,000	$2,000
2	Harris and Karen Smithson	$30,000	$2,000
3	Wilkie Colyer	$30,000	$2,000
4	Horseshoe Bay Resort LTD	$30,000	$2,000
5	James and Katherine Costello	$30,000	$2,000
6	Mark and Ranika Klipsch Trust	$30,000	$2,000
7	Eric Kamisher	$30,000	$2,000
8	Solis Partners, LLC	$30,000	$2,000
9	Solis Partners, LLC	$30,000	$2,000
10	Solis Partners, LLC	$30,000	$2,000
11	John Somerville	$30,000	$2,000
12	Robert and Karen Sandlin	$30,000	$2,000
13	Snake River Investment, LLC	$30,000	$2,800
14	MCR Development LLC	$30,000	$2,000
15	MCR Development LLC	$30,000	$2,000
16	Hulsey Living Trust	$30,000	$2,000
17	Hulsey Living Trust	$30,000	$2,000
18	Sewell Revocable Trust	$30,000	$2,000
19	MCR Development LLC	$30,000	$2,000
20	Richard Means	$30,000	$2,000
21	Gerald and Brenda Gray	$30,000	$2,000

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

22	Skywater Partnership	$30,000	$2,000
23	MCR Development LLC	$30,000	$2,000
24	John and Ann Lewis	$30,000	$2,000
25	John Bailey	$30,000	$2,000
26	Upland Real Estate, LLC	$30,000	$2,000
27	Larry and Patricia Snider	$30,000	$2,000
28		*	*
29		*	*
30		*	*
31	Allen and Kathleen Hueske	$30,000	$2,000
32	Ronald and Judith Surbuts	$30,000	$2,000
33	Jimmy Jacobs Custom Homes	$30,000	$2,000
34	Donna Scott	$30,000	$2,000
35	Daniel and Debra Jackson	$30,000	$2,000
36	Robert Hatch Jr. Revocable Trust	$30,000	$2,000
37	Walter and Barbara Jones	$30,000	$2,000
38	Upland Real Estate, LLC	$30,000	$2,000
39	Stephen and Amy Fuqua	$30,000	$2,000
40	William Latta	$30,000	$2,000

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. Summit Rock Plat 3.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
1		*	*
2		*	*
3		*	*
4		*	*
5	Charles T. and Anna S. Brown	$30,000	$2,000
6	Gregory Hooks & MJ Brown	$30,000	$2,000
7	Craig and Judith Fecel	$30,000	$2,000
8		*	*
9		*	*
10		*	*
11	Gary A. and Betty J. Harmsen	$30,000	$2,000
12	Gail B. Nickel Revocable Trust	$30,000	$2,000
13	Jack and Jeanna Wolf	$30,000	$2,000
14		*	*
15	Robert R. and Linda Cain	$24,000	$2,000
16	John Somerville	$28,000	$2,000
17	Mark & Stephanie Stephens	$24,000	$2,000
18	Tracy & Lisa Price	$28,000	$2,800
19	Roger D. Weaver and Cathy A. Reed	$20,000	$2,000
20	William and Karen McDonald	$28,000	$2,000

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

21	William and Lynne Chapline	$28,000	$2,000
22	Hulsey Living Trust	$30,000	$2,000
23	Sewell Revocable Trust	$30,000	$2,000
24	Allen W. and Kathleen J. Hueske	$30,000	$2,000
25	Anderson 2006 Family Partnership, Ltd.	$30,000	$2,000
26	Daniel and Sherrie England Revocable Trust	$28,000	$2,000
27	JAE Real Estate	$30,000	$2,800
28	Eugene and Elizabeth Weimer	$28,000	$2,000
29	Summit Rock Communities LLC	$20,000	$2,000
30	Summit Rock Communities LLC	$20,000	$2,000
31	Gary and Janelle Pearce	$30,000	$2,000
32	John and Jill Kougl	$30,000	$2,000
33	Calvin and Patricia Harmsen	$30,000	$2,000
34	Robert and Vicky Land	$30,000	$2,000
35	Robert and Vicky Land	$20,000	$2,000
36		*	*
37		*	*
38		*	*
39		*	*
40	Brian K. and Keri V. Bourque	$20,000	$2,000
41		*	*
42		*	*
43		*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

44	James H and Kara Y Dudley IV	$16,000	$2,800
45		*	*
46		*	*
47		*	*
48		*	*
49		*	*
50		*	*
51	Joseph Lee Hipp	$28,000	$2,000
52		*	*
53		*	*
54		*	*
55		*	*
56		*	*
57		*	*
58		*	*
59	Kenneth L Bookout	$30,000	$2,000
60	Wyot Enterprises, Ltd.	$30,000	$2,000
61		*	*
62		*	*
63	Omnibank NA	$30,000	$2,000
64		*	*
65		*	*
66		*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

67	*	*
68	*	*
69	*	*
70	*	*
71	*	*
72	*	*
73	*	*
74	*	*
75	*	*
76	*	*
77	*	*
78	*	*
79	*	*
80	*	*
81	*	*
82	*	*
83	*	*
84	*	*
85	*	*
86	*	*
87	*	*
88	*	*
89	*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

90	*	*
91	*	*
92	*	*

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. Summit Rock Plat 4.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
1		*	*
2		*	*
3		*	*
4		*	*
5		*	*
6		*	*
7		*	*
8		*	*
9		*	*
10		*	*
11		*	*
12		*	*
13		*	*
14		*	*
15		*	*
16		*	*
17		*	*
18		*	*
19		*	*
20		*	*
21		*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

22	*	*
23	*	*
24	*	*
25	*	*
26	*	*
27	*	*
28	*	*
29	*	*
30	*	*
31	*	*
32	*	*
33	*	*
34	*	*
35	*	*
36	*	*
37	*	*
38	*	*
39	*	*
40	*	*
41	*	*
42	*	*
43	*	*
44	*	*
45	*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

46	*	*
47	*	*
48	*	*
49	*	*
50	*	*
51	*	*
52	*	*

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. of Reserve at Summit Rock Plat 1.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
1		*	*
2		*	*
3	Grand Bank of Texas	$42,000	$2,800
4	529-11 Lighthouse Drive LLC	$22,000	$2,000
5	Collin and Karen Exsted	$22,000	$2,000
6	James and Trudi Leddy	$22,000	$2,000
7	Grand Bank of Texas	$42,000	$2,800
8		*	*
9		*	*
10		*	*
11	Willam Douglas Boyd	*	$2,800
12A	James and Michelle Jorgenson	$22,000	$2,000
13			
14	Charles and Lois Strasburg	$20,000	$2,000
15		*	*
16		*	*
17		*	*
18		*	*
19		*	*
20		*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

21	*	*
22	*	*
23	*	*
24	*	*
25	*	*
26	*	*
27	*	*
28	*	*
29	*	*
30	*	*
31	*	*
32	*	*
33	*	*
34	*	*
35	*	*
36	*	*
37	*	*
38	*	*
39	*	*
40	*	*
41	*	*
42	*	*
43	*	*
44	*	*

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

45	*	*
46	*	*
47	*	*
48	*	*
49	*	*
50	*	*

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

	Property Description Lot No. of Summit Rock Plat 12.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
**	154		*	*
**	155		*	*
	157		*	*
	158	Texas Timeless Investments LLC	42,000	2800
	159	Fred Battah	42,000	2800
	160		*	*
**	161		*	*
**	162		*	*
**	163	Legacy DCS LLC	*	*
	174	Tapp Investment	20,000	2000
	175	Larry McVay	20,000	2000

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

** If multiple units are constructed on a R-4 Cabin Lot, each unit will be responsible for an Improvement Assessment.

SCHEDULE I

SUPPLEMENTAL ASSESSMENT ROLL
AS OF SEPTEMBER 15, 2016

Property Description Lot No. of Summit Rock Plat 14.1	Lot Owner as of 12/31/13	Total Improvement Assessment	Annual Installment
176	Legacy DCS LLC	42,000	2800
177			
178	Mark and Suzanne Knudson	42,000	2800
179			
180			
181			
182			
183	Legacy DCS LLC	42,000	2800
184			
185			
186			
187			
			256400

* For lots sold by Owner on or before December 31, 2012, the total amount of the assessment for a lot shall be calculated at $2,000 per year beginning in the year following the initial sale of said lot by the Developer and continuing until December 31, 2022.

For lots sold by Owner on or after January 1, 2013, the total amount of the assessment for a lot shall be calculated at $2,800 per year beginning in the year following the initial sale of said lot by the Developer and continuing for a period of fifteen (15) years.

2016 Supplemental Assessment Roll approved on September 20, 2016, by unanimous vote of the Council of the City of Horseshoe Bay during a regularly scheduled meeting.

_____

Stephen T. Jordan, Mayor

Item # 17c

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Larry O. Anderson, Finance Director

RE: Approval of Ordinance Updating the Escondido Public Improvement District of the City of Horseshoe Bay Service and Assessment Plan and Assessment Roll for 2016

Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated.

The update, which is attached to the Ordinance as Exhibit A, was provided by MuniCap, the Administrator for the PID. This Ordinance is the same format of the Ordinance that was approved in September last year.

Staff recommends City Council approval of the Ordinance Updating the Service and Assessment Plan and Assessment Roll of the Escondido PID.

Enclosures: Ordinance Updating the Escondido Public Improvement District of the City of Horseshoe Bay Service and Assessment Plan and Assessment Roll

CITY OF HORSESHOE BAY

ORDINANCE NO. ORD_____

ESCONDIDO PUBLIC IMPROVEMENT DISTRICT SUPPLEMENTAL SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

A SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY UPDATING THE ESCONDIDO PUBLIC IMPROVEMENT DISTRICT OF THE CITY OF HORSESHOE BAY SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution Nos. RES-07-10-16B and RES-07-11-13B adopted on October 16, 2007 and November 13, 2007, respectively, after notice and a public hearing in the manner required by law, the City Council of the City of Horseshoe Bay, Texas (the "City") approved a resolution authorizing the creation of the Escondido Public Improvement District of the City of Horseshoe Bay (the "District");

WHEREAS, on March 26, 2008, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 08-03-26A (the "Assessment Ordinance") approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District;

WHEREAS, on September 16, 2008, the City Council issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance;

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated;

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

I. FINDINGS

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

II. ANNUAL SERVICE PLAN UPDATE AND ASSESSMENT ROLL

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

III. EFFECTIVE DATE

This Ordinance shall take effect upon passage and execution hereof.

ADOPTED AND APPROVED on this 20th day of September, 2016 by a vote of the City Council of the City of Horseshoe Bay.

CITY OF HORSESHOE BAY, TEXAS

Stephen T. Jordan, Mayor

ATTEST:

Teresa L. Moore, TRMC
City Secretary

ESCONDIDO PUBLIC IMPROVEMENT DISTRICT

CITY OF HORSESHOE BAY, TEXAS

ANNUAL SERVICE PLAN UPDATE

September 19, 2016

ESCONDIDO PUBLIC IMPROVEMENT DISTRICT
HORSESHOE BAY, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Escondido Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on October 16, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Escondido Public Improvement District Special Assessment Revenue Bonds, Series 2008 in the aggregate principal amount of $5,475,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan is to be reviewed and updated annually. This document is the update of the Service and Assessment Plan for 2016.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The total estimated cost of the Authorized Improvements is equal to $5,495,383, which remains the same as the estimated budget. There have been no budget line item amount revisions for the Authorized Improvements reported by the Developer.

As shown by Table A in the following page, the PID has incurred indebtedness in the total amount of $5,475,000 in the form of the Series 2008 Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the authorized Improvements as shown below.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	**Authorized Improvements**
	Series 2008 Bonds
Bond proceeds	$5,475,000
Developer funds	$986,010
Total sources of funds	**$6,461,010**
Uses of Funds:	
Estimated PID Costs	$5,495,383
Costs of issuance including underwriter's discount	$346,072
Reserve fund	$483,040
Prepayments of lots (two lots)	$35,000
Prepayment reserve	$101,516
Total uses of funds	**$6,461,010**

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be provided within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B.

Table B
Authorized Improvements
PID Sources and Uses of Funds
2008 - 2016

Sources of Funds:	Authorized Improvements		Total
	Year 2008-2016	Year 2017	
Bond proceeds	$5,475,000	$0	$5,475,000
Developer funds	$986,010	$0	$986,010
PID - sources of funds	**$6,461,010**	**$0**	**$6,461,010**
Uses of Funds:			
Estimated PID Costs	$5,495,383	$0	$5,495,383
Costs of issuance including underwriter's discount	$346,071	$0	$346,071
Reserve fund	$483,040	$0	$483,040
Prepayments of lots (two lots)	$35,000	$0	$35,000
Prepayment reserve	$101,516	$0	$101,516
PID - uses of funds	**$6,461,010**	**$0**	**$6,461,010**

Debt Service and Collection Costs

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds plus one-half of one percent. The interest rate on the Bonds is 7.25 percent per annum. Accordingly, the interest rate of 7.75 percent is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Bonds from the collection of the Annual Installments. The interest rate to be paid on the Bonds is 7.75%. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2016 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2016

	Series 2008 Bonds
Interest payment on April 1, 2017[1]	$177,436
Interest payment on October 1, 2017[1]	$177,436
Principal payment on October 1, 2017	$145,000
Subtotal debt service on bonds	$499,873
Annual collection costs	$49,452
Subtotal Expenses	$549,325
Available reserve fund income	$0
Available collection costs account[2]	$0
Subtotal funds available	$0
Annual installment to be collected	$549,325

1 - The interest amounts are calculated using 7.75% interest rate, which includes 7.25% interest rate on the Series 2008 Bonds plus 0.5% additional assessment collection as explained above.

2 - The balance in the Collection Cost Account may be used for the payment of all collection costs through January 31, 2017.

As shown in Table C above, the Annual Installment to be collected for 2016 is equal to $549,325. The outstanding principal portion of the Series 2008 Bonds will be $4,579,000 after the scheduled principal payment of $135,000 on October 1, 2016. Accordingly, the interest portion of the Annual Installment to be collected for the year is equal $354,873 (i.e., $4,579,000 × 7.75% = $354,873). The principal amount due on October 1, 2017 is $145,000. The total debt service payments on the Series 2008 Bonds (including the additional one-half of one percent collection) and the Annual Collection Costs for 2016 are, therefore, shown as $449,873 and $49,452, respectively.

According to the Service and Assessment Plan, 354 residential units, commercial and golf course tracts were estimated to be built within the PID, representing a total of 356.46 Equivalent Units. There were two prepayments representing two Equivalent Units through August 31, 2016, resulting in 354.46 Equivalent Units available to pay the Annual Installments in 2016. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit is equal to $1,410.24 (i.e., $499,873 ÷ 354.46 = $1,410.24) and the Annual Collection Costs to be collected from each Equivalent Unit is equal to $139.51 (i.e., $49,452 ÷ 354.46 = $139.51). The total Annual Installment to be collected from each Equivalent Unit is equal to $1,549.75 (i.e. $1,410.24 + $139.51 = $1,549.75).

The Annual Installment for each Lot Type is calculated by multiplying the Annual Installment for each Equivalent Unit (i.e., $1,549.75) by the equivalent unit factor for each Lot Type. The Equivalent Units for Lot Type 1 (Lake Lot) is 1.98 per dwelling unit. The Annual Installment to be collected from each Lot Type 1 (Lake Lot is, therefore, equal to $3,068.51 (i.e., $1,549.75 × 1.98 = $3,092.39). The Annual Installment to be

collected from each of the remaining Lot Types is calculated in the same manner and is shown in Table D below.

Table D
Annual Installments per Lot Types
To be collected for 2016

Lot Type	Total Estimated Units/Acreage	EU per Unit	Total EU	Annual Debt Service (P & I) Per EU	Annual Collection Costs Per EU	Annual Installment Per EU	Annual Installment Per Unit	Total Annual Installment
Lot Type 1 (Lake Lot)	34	1.98	67.32	$1,410.24	$139.51	$1,549.75	$3,068.51	$104,329.28
Lot Type 2 (Golf Lot)	136	1.00	136	$1,410.24	$139.51	$1,549.75	$1,549.75	$210,766.22
Lot Type 3 (Non-Golf Lot)	29	0.93	26.97	$1,410.24	$139.51	$1,549.75	$1,441.27	$41,796.80
Lot Type 4 (Creek Lot)	10	0.81	8.1	$1,410.24	$139.51	$1,549.75	$1,255.30	$12,552.99
Lot Type 5 (Casita)	70	0.76	53.2	$1,410.24	$139.51	$1,549.75	$1,177.81	$82,446.79
Lot Type 6 (Villa Lot)	63	0.58	36.54	$1,410.24	$139.51	$1,549.75	$898.86	$56,627.92
Lot Type 9 (Los Puertas Lot)	20	0.5	10	$1,410.24	$139.51	$1,549.75	$774.88	$15,497.52
Subtotal - Residential	**362**		**338.13**					**$524,017.51**
Lot Type 7 (Commercial Lot)	7 acres	0.84	5.88	$1,410.24	$139.51	$1,549.75	$1,301.79	$9,112.54
Lot Type 8 (Golf Course)	209 acres	0.05	10.45	$1,410.24	$139.51	$1,549.75	$77.49	$16,194.90
Subtotal - Commercial & Golf Course	**217 acres**		**16.33**					**$25,307.44**
Total			**354.46**					**$549,324.96**

C. Update of the Assessment Plan

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of eight categories for purpose of allocating the Assessments, as follows:

(i) Lot Type 1 (Lake Lot),

(ii) Lot Type 2 (Golf Lot),

(iii) Lot Type 3 (Non-Golf Lot),

(iv) Lot Type 4 (Creek Lot),

(v) Lot Type 5 (Casita),

(vi) Lot Type 6 (Villa Lot),

(vii) Lot Type 7 (Commercial Lot),

(viii) Lot Type 8 (Golf Course)

As described in the Service and Assessment Plan,

- Lot Type 1 consists of single family dwelling units referred to as Lake Lots and being generally lots with a minimum size of ½ (one-half) acres and frontage on navigable water.
- Lot Type 2 consists of single family dwelling units referred to as Golf Lots and being generally lots for single family dwelling unit with a minimum size of ½ (one-half) acres and frontage on the golf course.
- Lot Type 3 consists of single family dwelling units referred to as non-Golf Lots and being generally lots for single family dwelling unit with a minimum size of ½ (one-half) acres with no golf course frontage.
- Lot Type 4 consists of single family dwelling units referred to as Creek Lots and being generally lots for single family dwelling unit with a minimum size of ½ (one-half) acres and frontage on non-navigable water/creek.
- Lot Type 5 consists of single family dwelling units referred to as Casita Lots and being generally lots for single family dwelling unit with a maximum size of 1/4 (one-quarter) acres and have no building setback lines established by the City.
- Lot Type 6 consists of single family dwelling units referred to as Villa Lots and being generally lots for single family dwelling unit with an average size of 1/4 (one-quarter) acres and have building setback lines as established and required by the City.
- Lot Type 7 and Lot Type 8 represent lots intended for commercial development and golf course tract, respectively.

The Service and Assessment Plan identified Equivalent Units for each lot in each Lot Type as follows:

Lot Type 1 (Lake Lot)	1.98 per dwelling unit
Lot Type 2 (Golf Lot)	1.00 per dwelling unit
Lot Type 3 (Non-Golf Lot)	0.93 per dwelling unit
Lot Type 4 (Creek Lot)	0.81 per dwelling unit
Lot Type 5 (Casita Lot)	0.76 per dwelling unit
Lot Type 6 (Villa Lot)	0.58 per dwelling unit
Lot Type 7 (Commercial Lot)	0.84 per acre
Lot Type 8 (Golf Course)	0.05 per acre

The equivalent unit values are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on the average estimated value and the relative size of the average unit in each class. According to the developer, a new Lot Class has been created by subdividing some of Lot Type 2 (Golf Lots) into two new lots. These newly created lots, referred to as Los Puertas Lots, have the same features as Lot Type 2 (Golf Lots) except for the size of each of these newly created lots is smaller. According to the developer, 20 Los Puertas Lots were created from 10 standard Golf

Lots, each newly created lot having approximately one-half of the size of the standard Golf Lot and are expected to have an average value of approximately one-half of the value of each standard Golf Lots. As a result, a new Lot Type 9 (Los Puertas Lot) is created and included in this service plan update. The Equivalent Unit of each of the newly created Lot Puertas Lot is also calculated to equal one-half of the Equivalent Units assigned to the standard Golf Lots (i.e. 0.5 per Lot). The full description of the newly created lot type is shown below.

"Lot Type 9" means lots identified as such on the Assessment Roll, which are referred to as Los Puertas Lots and being generally lots for single family dwelling unit with a minimum size of 1/4 (one-quarter) acres and frontage on the golf course.

D. Update of the Assessment Roll

The Assessment Roll is to be updated each year to reflect:

> The identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in the Service and Assessment Plan or in the Act; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix A. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel in the PID. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

The calculation of the Equivalent Units as to a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios. Lot type shall be determined by the description that is most similar to the lots being classified.

The list of current parcels within the PID, the anticipated land use, the estimated number of units by lot type to be developed on the current residential parcels, the corresponding total assessments and current annual installment are shown in the assessment roll summary attached hereto as Appendix A.

There were no additional prepayments of Assessments through August 31, 2016 except the two prepayments at the time of bond issuance.

The complete Assessment Roll is also available at the City of Horseshoe Bay, #1 Community Dr, Horseshoe Bay, Texas, 78657.

Appendix A
Assessment Roll Summary

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Casita	13	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	26	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	29	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	58	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	15	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	22	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	23	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	25	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	32	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	37	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	39	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	42	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	47	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	53	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	55	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	9	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	27	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	16	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	24	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	34	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	38	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	45	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	56	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	31	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	46	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	19	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Casita	44	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	49	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	43	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	57	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	20	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	30	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	41	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	1	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	2	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	5	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	7	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	10	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	35	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	48	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	4	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	18	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	28	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	6	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	33	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	11	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	12	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	17	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	51	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	3	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	40	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	54	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Casita	52	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	21	1.13	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	59	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	60	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	61	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	62	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	63	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
P1	Casita	64	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	65	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	66	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	67	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	68	3.3	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	70	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	71	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	72	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	73	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	74	1.14	$9,817.86	$1,071.78	$106.03	$1,177.81
	Casita	8	1.12	$9,817.86	$1,071.78	$106.03	$1,177.81
	Creek Lot	86	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	92	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	85	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	88	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	179	2.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	178	2.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	87	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	89	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Creek Lot	90	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Creek Lot	91	1.1	$10,463.78	$1,142.29	$113.01	$1,255.30
	Golf Lot	34	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	77	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	84	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	173	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	159	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	160	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	161	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	43	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	219	2.1	$0.00	$0.00	$0.00	$0.00
	Golf Lot	45	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	220	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	167	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	216	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	204	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	196	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	263	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	271	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	272	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	274	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	72	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	64	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	30	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	40	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	28	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Golf Lot	29	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	6	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	81	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	65	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	17	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	24	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	31	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	37	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	62	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	69	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	75	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	76	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	7	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	41	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	42	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	74	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	83	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	3	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	22	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	36	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	60	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	18	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	39	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	32	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	67	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	35	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Golf Lot	61	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	1	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	2	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	23	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	10	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	33	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	79	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	63	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	15	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	21	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	70	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	9	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	26	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	44	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	4	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	13	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	8	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	66	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	80	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	38	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	157	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	170	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	68	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	209	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	166	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	47	1.2	$0.00	$0.00	$0.00	$0.00

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Golf Lot	186	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	187	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	78	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	180	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	5	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	71	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	73	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	214	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	181	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	20	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	213	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	82	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	25	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	215	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	172	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	27	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	203	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	171	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	19	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	188	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	191	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	192	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	174	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	224	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	158	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	162	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Golf Lot	175	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	182	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	200	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	221	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	199	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	223	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	46	1.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	222	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	217	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	198	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	183	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	282	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	14	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	16	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	48	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	49	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	50	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	51	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	53	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	54	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	55	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	56	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	57	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	59	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	156	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	197	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Golf Lot	267	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	279	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	283	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	280	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	273	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	275	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	276	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	278	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	193	2.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	277	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	58	1.2	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	176	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	264	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	265	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	266	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	268	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	269	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	270	3.1	$12,918.24	$1,410.24	$139.51	$1,549.75
	Golf Lot	52	1.2	$0.00	$0.00	$0.00	$0.00
	Golf Lot	177	1.3	$12,918.24	$1,410.24	$139.51	$1,549.75
	Lake Lot	207	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	253	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	254	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	231	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	232	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	242	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Lake Lot	239	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	241	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	208	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	230	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	244	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	245	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	246	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	261	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	262	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	233	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	234	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	235	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	236	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	238	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	240	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	243	2.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	247	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	248	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	249	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	250	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	251	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	252	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	255	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	256	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	257	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	258	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Lake Lot	259	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Lake Lot	260	3.1	$25,578.12	$2,792.27	$276.24	$3,068.51
	Non-Golf Lot	165	1.3	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	163	1.3	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	218	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	185	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	205	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	227	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	212	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	164	1.3	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	229	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	190	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	210	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	201	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	168	1.3	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	184	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	206	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	226	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	225	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	228	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	211	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	202	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	189	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	237	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	285	3.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	194	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Non-Golf Lot	195	2.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	11	1.2	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	12	1.2	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	281	3.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Non-Golf Lot	284	3.1	$12,013.96	$1,311.52	$129.75	$1,441.27
	Villa Lot	94	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	110	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	115	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	137	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	118	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	121	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	106	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	103	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	107	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	93	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	96	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	99	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	108	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	95	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	97	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	113	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	114	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	116	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	119	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	120	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	136	1.4	$7,492.58	$817.94	$80.92	$898.86

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Villa Lot	117	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	155	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	98	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	104	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	109	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	105	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	102	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	101	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	148	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	141	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	100	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	149	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	131	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	111	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	129	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	143	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	144	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	127	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	128	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	150	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	125	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	139	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	151	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	112	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	140	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	133	1.4	$7,492.58	$817.94	$80.92	$898.86

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Villa Lot	146	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	152	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	123	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	130	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	132	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	142	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	126	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	124	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	135	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	134	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	147	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	153	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	122	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	154	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	145	1.4	$7,492.58	$817.94	$80.92	$898.86
	Villa Lot	138	1.4	$7,492.58	$817.94	$80.92	$898.86
	Los Puertas Lot	47-B	0.27	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	47-C	0.24	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	48-B	0.24	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	48-C	0.25	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	49-B	0.26	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	49-C	0.27	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	50-B	0.26	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	50-C	0.25	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	51-B	0.24	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	51-C	0.24	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	52-B	0.28	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	52-C	0.29	$6,459.12	$705.12	$69.76	$774.88

Escondido Public Improvement District
Assessment Roll Summary

Tax Parcel #	Lot Type	Lot #	Plat	Total Assessment	Annual Installment 2016-2017		
					Annual Assessment	Annual Collection Costs	Total Annual Installment
	Los Puertas Lot	53-B	0.28	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	53-C	0.28	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	54_B	0.26	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	54-C	0.23	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	55-B	0.23	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	55-C	0.25	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	56-B	0.26	$6,459.12	$705.12	$69.76	$774.88
	Los Puertas Lot	56-C	0.27	$6,459.12	$705.12	$69.76	$774.88
Tract B	Commercial Lot	3.50	Acres	$37,979.63	$4,146.10	$410.17	$4,556.27
Tract C	Commercial Lot	3.50	Acres	$37,979.63	$4,146.10	$410.17	$4,556.27
R55748	Golf Course Tract	31.25	Acres	$20,184.75	$2,203.49	$217.99	$2,421.49
R55749	Golf Course Tract	39.65	Acres	$25,610.41	$2,795.79	$276.59	$3,072.38
R55750	Golf Course Tract	138.10	Acres	$89,200.46	$9,737.68	$963.35	$10,701.03
	Total			$4,579,000.00	$499,872.50	$49,452.46	$549,324.96

Item # 17d

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Teresa L. Moore, City Secretary

RE: Approval of FY 2017 Agreement with Christ-Yoder Animal Shelter/Adoption Center

The City has had an agreement with the Christ-Yoder Animal Shelter/Adoption Center owned by Hill Country Humane Society/SPCA in Buchanan Dam to "*receive every animal (cats and dogs) from the City delivered to their shelter*" since 2006.

In 2015 it was reported to the Council at the August 25, 2015 Budget Meeting that this facility was scheduled to close September 30, 2015 due to lack of funding and the age of the current Board and main supporters. Because of the importance of this facility to area entities, Burnet County, Llano County and the cities/communities of Bertram, Burnet, Granite Shoals, Horseshoe Bay and Sunrise Beach, came together in a joint effort to keep it operating.

A new board of directors was put in place with Dr. Dan McBride-DVM serving as president. The board believed with assistance from the participating entities, the facility could be upgraded and continue to serve its purpose. The charges were re-evaluated last year and again this year for each entity in order to meet the annual expenses of the facility. All entities are charged according to the percentage of their own drop-offs in relation to total animals delivered the prior year. The more you use the more you pay.

FY 2016	FY 2017
$6,831 Annually or $1,707.75 Quarterly	$10,000 Annually or $2,500 Quarterly

Staff recommends approval of the Christ-Yoder Animal Shelter Contract for the 2016/2017 fiscal year due to the specific nature of the service provided and the City does not have another viable option.

Enclosure: Christ-Yoder Animal Shelter/Adoption Center Agreement

Hill Country Humane Society
9150 RR 1431 W
Buchanan Dam, TX 78609
512-793-5463

As the new fiscal year approaches we again look forward to offering you, your residents and the dogs and cats of your area, the progressive services of the Hill Country Humane Society (HCHS) Animal Shelter/Adoption Center.

The HCHS Animal Shelter/Adoption Center is the official quarantine facility of Burnet County and Llano County. Thus the facility, staff and operating procedures undergo unannounced yearly inspections by the Texas Department of Health Zoonosis Department. Each year the facility has passed with the highest scores and is considered exemplary in the state of Texas.

The Shelter and Staff provide 24 hour services, either on site or on call to take in animals that have bitten someone and need quarantine, animals requiring legal or court declared impound or cruelty charges or dogs declared dangerous.

The Shelter contract provides the citizens a place to bring stray animals without charging them a fee. Because stray animals are held a minimum of 5 days it gives citizens a chance to contact the Shelter and reclaim their pets that may have been lost.

Before releasing pets to their owners, Shelter staff confirms that animal has a current Rabies vaccine verified by Veterinarian or an appointment is made for that animal to receive a current Rabies vaccine. Owners are educated on County/State laws, given advice on keeping their animal secure/confined to their property and encouraged to have their pet microchipped before leaving. Owner information is recorded and available to Law Enforcement and for the Shelter to contact the individual if the animal ends up in the Shelter again.

Shelter staff is available to testify in court regarding impounded animals and animal cruelty charges. All animals coming into the Shelter are given an intake number and documented. Final dispositions are recorded and all data input into the computer for records and statistics.

Staff is certified by the Texas Department of Health in euthanasia and available to euthanize animals seriously injured and suffering or animals that need Rabies testing.

Shelter provides a vital service for the public, Law Enforcement, homeless, neglected, lost, stray and abused animals.

In keeping current with public views on animal care and welfare, the Shelter works diligently with animal rescue groups and/or to find good responsible homes for adoptable animals and to provide care, training, attention and minor medical care to animals while in the Shelter.

The focus of the HCHS Animal Shelter/Adoption Center is domestic dogs and cats. The facility is not equipped to handle other domestic or wild animals. In the past year the staff has received increasing

increasing numbers of wild animals from Law Enforcement/ACO for decapitation and head submission to Texas Department of Health. While it is true the Shelter provides quarantine facilities, head decapitation, packaging and shipping to the Texas Department of Health does not fall among that service.

So please note the following has been added to the contract:

Section 2 K Wild (non-domestic) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of $75 per animal. Shelter staff will not decapitate and submit animals that have been dead, unrefrigerated and/or began decomposition or frozen.

In an effort to meet expenses the Shelter has raised quarantine fees to $20 per day for individuals requiring 10 day rabies quarantine per law.

OCTOBER 2016 - SEPTEMBER 2017 BUDGET

ESTIMATED SHELTER EXPENSES*	$269,584
ESTIMATED SHELTER REVENUES*	$79,602
AD HOC HCHS CONTRIBUTION	$50,671
ANNUAL AMT REQUESTED FROM ENTITIES	$146,990

**** BASED ON January 2015 TO December 2015 EXPENSES AND REVENUES***

There is no cap or limit on the number of stray animals that may be brought to the Shelter under this contract.

Your contract is also included. It needs only to be signed and returned to us.
Response requested by September 30, 2016. If you have any questions do not hesitate to call me.

I will be looking forward to hearing from you.

Thank you,

Dr Dan McBride

Dr. Dan McBride – HCHS President
512 756 2802
drdanmcbride@mac.com

ANIMAL SHELTER/ADOPTION CENTER AGREEMENT
owned & operated by the
HILL COUNTRY HUMANE SOCIETY

This agreement made this day by and between the CITY OF HORSESHOE BAY (herein called "City") and the HILL COUNTRY HUMANE SOCIETY (herein called "Contractor") as follows:

WHEREAS, the City is authorized to enter a contract for services; and,

WHEREAS, Contractor is a non-profit charitable organization dedicated to the prevention of cruelty to animals and is subject to the Texas Charitable Immunity and Liability Act;

1 Animal Shelter/Adoption Center Contractor shall furnish an animal shelter/adoption center sufficient to meet the State requirements, and enable Contractor to provide the services stated herein. Animal shelter and adoption services shall be provided citizens of the City.

2 Operation Contractor shall own, operate, and maintain the animal shelter/adoption center in a businesslike manner, in compliance with State regulations and in a manner comparable with other similar shelters. Without limiting the generality of the foregoing, operation shall include:

A The shelter shall be open for the delivery of animals by Animal Control Officers (ACO'S) or other City designated agents seven (7) days per week during normal shelter working hours **7:00 am – 5:00 pm** *(animals need to be delivered to the shelter no later than 5:00 pm to permit processing and evaluation of the animal and kennel set-up)* with the exception of Thanksgiving Day, Christmas Day, New Years Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 4:00 pm.

B The shelter shall be open to the public to surrender owned or stray animals and to reclaim or adopt animals from 11:00 a m to 4:00 p m Thursday through Monday.

C The Contractor shall provide routine daily care of animals at the shelter, including weekends and holidays.

D The Contractor will render euthanasia services and animal disposal services (cremation) such that State law and City ordinances will be observed, and such that the shelter will be operated on a businesslike and uncrowded basis.

E Fees have been established for group and individual (private) cremations since June 25, 1999. Fees are payable to the Contractor at the time of service.

F The Contractor agrees to accept every animal from the City delivered to the shelter located at 9150 W Hwy 1431, Buchanan Dam.

G The Contractor will require those persons adopting an animal to sign an agreement to neuter the adopted animal.

H The Contractor agrees to provide the City with a yearly record to include the following:

1. The number of dogs, cats and miscellaneous animals received by the shelter.
2. The number of animals euthanized .
3. The number of animals in rabies observation, to be broken down as to number redeemed by owners and number of days in custody (quarantine).
4. The number of impoundments.
5. The number of adoptions.
6. The number of reclaims.

I It is mutually agreed that any and all donations, contributions, or any other thing of value given to the shelter or its agents, as a result of any service performed in carrying out the provisions of this contract (agreement), and which is in excess of the amounts properly chargeable for such service shall be credited to the operating and maintenance account of the shelter. In the event such donations or contributions exceed the amount required to operate and maintain the shelter then such donations and contributions shall be deposited in the capital improvements account of the shelter.

J It is mutually agreed that the Contractor shall provide facilities for rabies observation (quarantine) for eight dogs and four cats in total and not mutually exclusive to any one contracting entity . Animals delivered to the shelter by the City for rabies observation (quarantine) shall be quarantined for a period of not less than ten days (240 hours), as mandated by state law.

K Wild (non-domestic) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of **$75 per animal**. Shelter staff will not decapitate and submit animals that have been dead, unrefrigerated and/or began decomposition or frozen. **Initial**_____

L. It is mutually agreed that the Contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed animals and the suitability of homes offered. The Contractor shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.

3 Shelter Fees The initial fees charged those persons adopting an animal shall be determined by the Contractor. Persons seeking to reclaim an animal brought to the shelter by the City shall at a minimum pay the impound fees and additional fees set by the shelter. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor shall require the owner of every impounded animal to pay all applicable fees including vaccination fees of an impounded animal which has not been inoculated as appropriate and to have such animal inoculated against rabies before redeeming such animal .

4 Animal Control The City shall maintain the animal control program and the Contractor shall have no responsibility therefore. The Contractor's responsibility for any animal shall not commence until such animal has been delivered to the shelter.

5 **Impoundment** The City agrees that all animals seized within its jurisdiction by its duly appointed agents may be delivered to the shelter, there to be impounded under the exclusive control and custody of the Contractor for periods of time as required by State Law and the applicable ordinances. Every animal, not claimed and redeemed by the owner before the expiration of five (5) days from the date of impoundment shall become the sole and exclusive property of the Contractor. Animals not claimed after the five-day holding period, and deemed adoptable, will be sheltered as long as space is available.

Neither the City nor any agency nor agent of the County, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not claimed or redeemed.
The City agrees that the Contractor shall have the undisputed right, consistent with the respective ordinances of the City and state law requirements, to humanely dispose of every animal given into its custody in accordance with the Contractor's principals as follows:

a To place animals in the care, custody and control of new responsible owners; and

b To humanely destroy animals which are not claimed by owners and which are not suitable for placement in the care, custody and control of new responsible owners.

Save and except, the Contractor shall hold an animal the City officials believe is dangerous until disposition of the animal is determined according to state law. The Contractor shall not destroy the animal without a release from the owner or an order of the court of competent jurisdiction upon final appeal.

6 **City Payments** The shelter budget for fiscal year 2016-2017 is based upon income and expenses January 2015 – December 2015. The City agrees to pay $10,000.00 for the fiscal year October 1, 2016 through Sept 30, 2017 in quarterly payments of $2,500.00. The payments shall begin October 1, 2016 through Sept 30, 2017.

7 **Annual Records** The Contractor shall, each year, establish a budget which shall cover the time period from January 1 – December 31. Such budget shall be submitted to the City on or before July 1 of each year.

8 **Annual Compilation** An annual compilation report performed by a Certified Public Accountant or Licensed Public Accountant will be provided to the City on, a review level or higher level. The City shall have the right, at its own option and expense, to require the performance of a complete audit in accordance with the usual, customary and recognized accounting procedures.

9 **Records** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the City at reasonable times and upon reasonable request. The shelter shall further be accessible for inspection, without notice, by the Texas Department of Health.

10 **Default** In the event the shelter fails to pass a State inspection conducted by State Officials, with written notice thereof to the Contractor, the Contractor shall have

thirty (30) days within which to cure the same. If at the end of such thirty (30) days the default has not been cured then this agreement may be terminated by the City.

11 **Insurance** The Contractor shall obtain a policy of fire and extended coverage insurance on the shelter improvements. The coverage of such policy shall be in the amount of the replacement cost of the improvements. The Contractor shall also obtain a policy of liability insurance, insuring the Contractor against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the City upon request as well as proof that all current premiums have been paid.

12 **Maintenance** The Contractor shall maintain the shelter and tangible personal property incident thereto in a first-class condition substantially odor free, and in a well kept appearance, reasonable wear and tear excepted.

13 **Independent Contractor** The Contractor, in the performance of its obligation hereunder, is an independent contractor No employee or representative of the Contractor shall ever be deemed to be an employee or an agent of the City for any purpose whatsoever.

14 **Term** This agreement shall begin on Oct 1, 2016 and end on Sept 30, 2017.

15 **Notice** All notices sent hereunder to the Contractor shall be sent in the United States Mail , postage prepaid to:

Contractor: Hill Country Humane Society
P O Box 1041
Marble Falls, TX 78654

Notices to the City shall be sent to: Mayor Steve Jordan
City of Horseshoe Bay
Address: #1 Community Drive
PO Box 7765
Horseshoe Bay, TX 78657

16 Indemnification

A Contractor Indemnification. The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Contractor and the Contractor covenants and agrees that:

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

(ii) To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the City and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees)

whatsoever that may be incurred by the City, its agents, officers, employees, arising from any and all acts done or omitted to be done by Contractor, or the employees, agents, subcontractors or assigns of Contractor, in connection with the operation of the Contractor or the provision of service by the Contractor pursuant to this Agreement

B City Indemnification. The contractor shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the City and the City covenants and agrees that:

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

(ii) To the fullest extent permitted by law, the City hereby agrees to indemnify and hold the Contractor and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Contractor, its agents, officers, employees, arising from any and all acts done or omitted to be done by City, or the employees, agents, subcontractors or assigns of City, in connection with animal control of the City.

17. **Immunity: No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the Contractor nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party. Neither the Contractor, nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity or charitable immunity under the laws of the State of Texas or other legal defense to either contracting party as to any third party, under the laws of this State and/or the City Charter of the City.

18. No Joint Venture, Agency, Joint Enterprise. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the partiers hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

19. Amendments and Modifications. This Agreement may not be amended or modified except by written amendment executed by the City and the Contractor and authorized by their respective governing bodies.

20. Entire Agreement. This agreements sets forth all of the agreements between the parties, and there are no other agreements, conditions, and understandings or representations, oral or written, other than those set forth herein. This agreement may only be amended by a written instrument signed by both parties. This agreement supersedes and cancels any prior agreements.

21. Non-funding Clause In the event no funds or insufficient funds are appropriated and budgeted, regardless of any other term in this agreement, in any fiscal year for payment(s) due under this agreement, the City will immediately notify the Contractor of such occurrence and this agreement shall terminate within 60 days of notice without penalty or expense to the City.

22. Non Waiver Failure of any party hereto to terminate this agreement or take any other action regarding a default, shall never have the effect of waiving any act of default, nor shall either party ever be estopped to claim an act of default.

23. Texas Law This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in HORSESHOE BAY, Texas. Venue shall lie exclusively in HORSESHOE BAY, Texas.

_____ _____

Print name Title

_____

Signature

SIGNED AND EFFECTIVE this _____ day of _____ 2016.

ATTEST:

_____

HILL COUNTRY HUMANE SOCIETY

President, HCHS (Dr. Dan McBride)

Item # 17e

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Community Services Director

Re: Renewal of Agreement with Corix Utilities, Inc. to Provide Sandy Harbor Wholesale Diversion, Treatment and Potable Water Service

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An agreement between the City and LCRA was formalized in October 2006 providing wholesale water sales between the City's and LCRA's Sandy Harbor water systems. LCRA sold the water system to Corix Utilities, Inc. in 2014 with the original agreement was assigned to Corix. The Agreement will end on October 17, 2016 and requires renewal to continue wholesale service.

Staff, and the City's Attorney, have updated the Agreement to include changing references from LCRA to Corix and provided updated costs based on FY2017 rates. The term of the Agreement has been set as it was with the original agreement at 10-years. Corix entered into a Firm Water Contract with LCRA on July 31, 2014 as required in the contract. This ensures the City's LCRA Firm Water Contract is not burdened by Sandy Harbor water demands.

Staff recommends approval of the Agreement with Corix Utilities, Inc. to Provide Sandy Harbor Wholesale Diversion, Treatment and Potable Water Service.

Enclosures: Agreement with Corix Utilities, Inc. to Provide Sandy Harbor Wholesale Diversion, Treatment and Potable Water Service.

SANDY HARBOR
WHOLESALE DIVERSION, TREATMENT
AND POTABLE WATER SERVICE AGREEMENT

This agreement ("Agreement") for the sale and purchase of water services is entered into as of the 1st day of October, 2016, between The City of Horseshoe Bay ("the City"), a Home Rule City of the State of Texas, and CORIX UTILITIES (Texas), INC. ("CORIX").

RECITALS

The City is the owner of certain water facilities and appurtenant real estate, hereinafter referred to as the "Water System." The Water System and future additions thereto are intended to provide water services to the customers within the area presently within the City in addition to certain out-of-City areas.

CORIX executed an agreement to acquire certain water system assets owned by Lower Colorado River Authority to provide retail water service and such acquisition agreement is contingent upon CORIX's procurement of an alternative source of water supply.

CORIX desires to purchase wholesale treated water as an alternative supply to the current Sandy Harbor source of supply.

CORIX has a LCRA Firm Water contract to divert surface water from Lake LBJ at the raw water intake structures owned and operated by the City.

CORIX desires to secure from the City wholesale water diversion, treatment and transportation services in sufficient amounts to enable CORIX to provide continuous and adequate retail water supply in compliance with federal and state standards for domestic, commercial, and industrial uses within the Sandy Harbor's service area, depicted in the attached Exhibit A hereto ("Sandy Harbor Service Area").

Section 49.2261 of the Texas Water Code, as amended, provides that the City may sell water under an agreement that contains terms that are considered advantageous to the City.

The City agrees to provide to CORIX, and CORIX agrees to buy from the City, wholesale water diversion, treatment and transportation services in accordance with the terms and conditions set out in this Agreement.

Now, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, the parties hereto agree and contract as follows:

SECTION 1: WATER SERVICE

Sec. 1.01. RAW WATER CONTRACT.

(a) CORIX understands and agrees ***that pursuant to its CCN*** it is CORIX's sole responsibility to secure, maintain, and increase its raw water supply to meet the demands of the consumers within the Sandy Harbor Service Area. CORIX will reserve raw water through a Firm Water Contract with LCRA on behalf of its customers in the Sandy Harbor Service Area. CORIX will not be liable for any payment for raw water costs to the City as long as there is a current LCRA Firm Water Contract is in effect. The raw water reservation secured by CORIX is in the amount of 21.6 acre-feet per year and is hereinafter referred to as the "Maximum Annual Quantity."

Sec. 1.02. DELIVERY OF POTABLE WATER: QUANTITY AND QUALITY.

(a) CORIX consents to the City (and the City agrees to) divert, treat, transport, and deliver CORIX's reserved water in potable quality meeting federal and state standards to the Delivery Point (as defined in Sec. 2.01 below) in the amount necessary to provide retail service in the Sandy Harbor Service Area up to the Maximum Annual Quantity, sufficient to meet the following demands: 19,400 gallons per day average daily demand; 54,700 gallons per day peak day demand; and up to 300 gallons per minute peak hourly demand.

Sec. 1.03. INCREASE IN MAXIMUM ANNUAL QUANTITY.

(a) In the event that CORIX desires to increase the quantity of water diverted, treated, transported and delivered to the Delivery Point beyond the amount prescribed in Section 1.02 above, the City agrees to divert, treat, deliver, and transport water in excess of those amounts only if CORIX obtains approval from CORIX Board of Directors to reserve additional water for the City, and if the City Council of the City in its sole discretion determines that it is feasible and practicable for the City to provide such water supply without impairing its ability to provide water service within the service area of the City or to fulfill any other water service obligations of the City.

SECTION 2: CONSTRUCTION, MAINTENANCE, AND ADMINISTRATION OF WATER FACILITIES

Sec. 2.01. DELIVERY POINT.

(a) The City and CORIX agree on the current Delivery Point, located at the existing meter vault located south of the Trails of LBJ Marina, where the water is currently transported to by the City in order to connect to the existing Sandy Harbor retail distribution system currently serving the customers within the Sandy Harbor Service Area.

Sec. 2.02. CONSTRUCTION.

(a) CORIX agrees to design, construct, and install, at CORIX's sole expense, any and all facilities necessary to connect the City's facilities to the Delivery Point, including but not limited to all water lines, fittings, pumps, and other equipment necessary to supply water to the existing retail distribution system (collectively herein referred to as the "Facilities").

Sec. 2.03. INSTALLATION AND CONSTRUCTION

(a) Construction and installation of the Facilities shall meet the standards and specifications established by the City, the Texas Commission on Environmental Quality (TCEQ), and any other municipality or other governmental entity of relevant jurisdiction.

(b) The designs, plans, specifications, and contract documents for the construction and installation for the Facilities shall be prepared by CORIX's engineer or consultant at CORIX's sole expense and shall be submitted and approved by the City, which approval shall not be unreasonably withheld or denied. If applicable, CORIX shall submit such designs, plans, specifications, and contract documents for the construction and installation of the Facilities to any governmental entity of relevant jurisdiction prior to the start of construction of the Facilities.

(c) The Facilities shall be installed and constructed in easements dedicated to the public or granted to the City (or to CORIX) or in public rights of way so as not to interfere with any existing utilities within such easements.

(d) The City's engineers or other representatives shall inspect, test, and approve the construction of the Facilities, based on compliance with the approved designs, plans, and specifications therefor.

(e) The City shall have no obligation to provide services to CORIX until all of the Facilities have been completed, become operational, and have been approved by the City and any other agency with relevant jurisdiction.

Sec. 2.04. OWNERSHIP.

(a) CORIX shall be (i) the sole owner of the Facilities, together with all easements and rights of way there of and the points of connection associated therewith within the Sandy Harbor Service Area and (ii) responsible for the operation and maintenance of the Facilities, including the water meter and the backflow preventer.

SECTION 3: DELIVERY OF WATER

Sec. 3.01. DELIVERY OF WHOLESALE WATER.

(a) Upon completion and acceptance of the Facilities, the City will provide wholesale potable water to the Delivery Point of a quality and pressure for human consumption and other domestic uses, excluding fire protection, in compliance with all local, state, and federal regulations.

(b) The City will provide all water needed at a minimum pressure of 35 pounds per square inch as measured at the Delivery Point.

(c) Once delivered to the Delivery Point by the City, CORIX shall be responsible for maintaining pressure to meet state minimum requirements within CORIX's service area as shown on Exhibit A.

Sec. 3.02. SERVICE AREA.

(a) CORIX shall provide retail water service within the Sandy Harbor Service Area as shown on Exhibit A attached and described more particularly as the area generally bounded on the north by a line 6/10 of a mile north of Lakeshore Drive; on the east by a line 2/10 miles east of Centerview Drive; on the south by a line 3/10 of a mile south of Lakeshore Drive; and on the west by a line 2/10 of a mile west of Centerview Drive. The total area being requested includes approximately 175 acres.

Sec. 3.03. METERING OF WHOLESALE POTABLE WATER.

(a) CORIX has installed the water meter at the Delivery Point which shall be used to determine the amount of water delivered to CORIX. CORIX will provide the City with reasonable access to the meter at the Delivery Point for the purpose of making meter readings and/or periodic inspections. CORIX agrees that the meter(s) will be tested for accuracy by qualified personnel and at CORIX's expense once each calendar year at intervals of approximately twelve (12) months. CORIX will provide to the City a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.

(b) The meter may be tested at any reasonable time by either party to this Agreement, provided that the party making the test shall notify the other party at least two (2) weeks in advance and allow the other party to witness the test. The City may install, at its expense, check meters in or to any of CORIX's metering equipment at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of CORIX's metering equipment. CORIX will be required to take necessary steps to correct any meter inaccuracy discovered during any test.

(c) In the event any question arises at any time as to the accuracy of any meter, such meter shall be tested by CORIX promptly upon the demand of the City, the expense of such test to be borne by the City if the meter is found to be correct and by CORIX if it is found to be incorrect. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:

(1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

(2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.

Sec. 3.04. INTERRUPTION OF SERVICE DUE TO LEAK, BREAK, SHORTAGE OR EMERGENCY TO THE CITY'S SYSTEM.

(a) In the event of a leak, break, shortage in water supply, production, treatment or storage or another emergency to the system that would impair the City's ability to deliver potable wholesale water to CORIX in accordance with this Agreement, the City must provide CORIX with reasonable notice and has the right to restrict, valve off, or discontinue service to CORIX, to the extent that the City does not unreasonably discriminate against CORIX in comparison to the City's other similarly situated customers, until such leak, break or emergency has been repaired. In the event that the City must curtail potable wholesale water services under its drought contingency plan, then the City will notify CORIX in advance within a reasonable time.

SECTION 4: COSTS, RATES, AND PAYMENT

Sec. 4.01. CONSTRUCTION COSTS.

(a) CORIX shall pay for all of the construction and materials costs for any facilities necessary to supply customers within the Sandy Harbor Service Area.

Sec. 4.02. CHARGES FOR WHOLESALE WATER.

(a) The City will charge CORIX the wholesale rate charged by the City to its Out-of-City customers as determined by its City Council, as amended from time to time but currently set as $7.79 per 1,000 gallons, less the cost of raw water that will be paid by Corix to LCRA as per Corix's Raw Water Contract costs. Further, the City will charge CORIX the monthly minimum charge based on meter size, currently set at $223.75 for the required out of district six-inch meter compound meter. The City will provide CORIX with notice of intent to adjust rates and the

proposed rate at least thirty (30) days in advance of the proposed rate implementation date.

(b) The City will not charge CORIX for service investigation fees, membership fees, front end capital contribution fees, installation fees, or any other fees or charges associated with the provision of wholesale water except as otherwise allowed in this Agreement.

Sec. 4.03. BILLING AND PAYMENT.

(a) The City shall read the water meter installed at the Point of Delivery once per month to determine the amount of water supplied to CORIX during the previous month. The City shall prepare a bill setting forth the sum owed to the City for said supply of water, and CORIX shall provide payment in said amount to the City within thirty (30) days' receipt of the bill.

SECTION 5: CONDITIONS AND REPRESENTATIONS

Sec. 5.01. GOVERNMENTAL APPROVALS.

(a) This Agreement and the obligation of the City to provide water services to CORIX are conditioned upon the receipt of all necessary approvals or authorizations from any governmental bodies. All such approvals and authorizations shall be obtained by CORIX and at CORIX's expense, provided, however, that the City agrees to join CORIX and cooperate fully in any requests to such entities for authorization and approval necessary to provide water service to CORIX in accordance with the terms of this Agreement.

Sec. 5.02. INDEMNITY AND HOLD HARMLESS.

(a) CORIX agrees to be individually responsible for any litigation arising from any failure to comply with local, state and federal regulations and requirements that is filed against CORIX's with respect to CORIX's operation, and maintenance of the Utility System and CORIX's construction of any Facilities under this Agreement. To the extent provided by law, CORIX agrees to indemnify and hold harmless the City and its officers, agents, employees, and representatives from and against any claims or causes of action arising out of the or in connection with the construction of the Utility System including any claims or demands due to CORIX's breach of this Agreement.

Sec. 5.03. FORCE MAJUERE.

(a) In the event of an Act of God or other event that prevents the City from delivering the water pursuant to this agreement, then the City's performance hereunder shall be excused to the extent and for such time as the condition shall continue to prevent the City from performing.

SECTION 6: TERM AND DEFAULT

Sec. 6.01. TERM.

(a) The term of this Agreement commences on October 1, 2016 and terminates on September 30, 2026 (the "Initial Term"); provided, however, CORIX will have an option to renew this Agreement for another ten (10) year term upon such terms and conditions as are mutually acceptable to the City and CORIX. Such terms and conditions must be agreed upon no later that six months prior to the end of the Initial Term or the option to renew will terminate.

Sec. 6.02. TERMINATION AND DEFAULT.

(a) If CORIX fails to timely make any payments required under this Agreement, the City will deliver written notice to CORIX of such failure and CORIX shall have 10 days after receipt of such notice within which to cure such failure. If such failure is not cured within such 10-day period, the City shall have the right to terminate this Agreement.

(b) In the event of any default by CORIX under the terms of this Agreement (other than failure to make payments as described above), the City may terminate this Agreement upon thirty (30) days written notice.

(c) In the event of the City's default under the terms of this Agreement, CORIX may terminate this Agreement upon thirty (30) days written notice.

(d) In addition, either party may pursue all rights and remedies available at law or in equity. Nothing in this section shall limit the authority of the City to cease delivery of water as provided elsewhere herein.

SECTION 7: GENERAL TERMS

Sec. 7.01. INTEGRATED AGREEMENT.

(a) This Agreement contains the entire agreement by and between the parties hereto except as otherwise provided herein and it may not be changed or amended except by written agreement duly executed by all the parties.

Sec. 7.02. FURTHER ASSURANCES.

(a) Each party hereto further agrees that it shall take any and all necessary steps, sign and execute any and all necessary documents or agreements which are required to implement the terms of this Agreement and each party shall refrain from taking any action either expressly or implied which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

ASSIGNMENT.

(A) This Agreement shall be binding upon CORIX and the City and their respective assigns and successors. This Agreement may not be assigned in whole or in part without the express written consent of the non-assigning party, which shall not be unreasonably withheld or denied; provided such assignee meets al applicable governmental requirements.

Sec. 7.03. SEVERABILITY.

(a) If any provisions of this Agreement shall for any reason be held violative of any applicable law, governmental rule or regulation, or if this Agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this Agreement. Such other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of said invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be null and void.

Sec. 7.04. VENUE AND STATE LAW.

(a) This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations pursuant to this agreement are performable in Llano County, Texas.

Sec. 7.05. NO WAIVER BY DELAY.

(a) The failure or delay of either party in the enforcement of the rights detailed herein shall not constitute a waiver of said rights nor shall it be considered as a basis for estoppel either at equity or at law.

IN WITNESS WHEREOF, we have hereto set our hands this 1st day of October, 2016.

THE CITY OF HORSESHOE BAY

By: _____

Stephen Jordan
Mayor, City of Horseshoe Bay

Attest: _____

Teresa I. Moore
City Secretary, City of Horseshoe Bay

Corix (Texas) Utilities, Inc.

By: _____

Executive Manager

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ on behalf of _____.

_____

Notary Public, in and for, The State of Texas

SELLER'S INFORMATION

Printed Name: The City of Horseshoe Bay

Mailing Address: P.O. Box 7765
Horseshoe Bay, Texas 78657-7765
Attn: Stan Farmer, City Manager

BUYER'S INFORMATION

Printed Name: CORIX Utilities (Texas), Inc.

Mailing Address: 1812 Centre Creek Drive, Suite 100
Austin, Texas 78754
Attn: R. Kyle Jenson

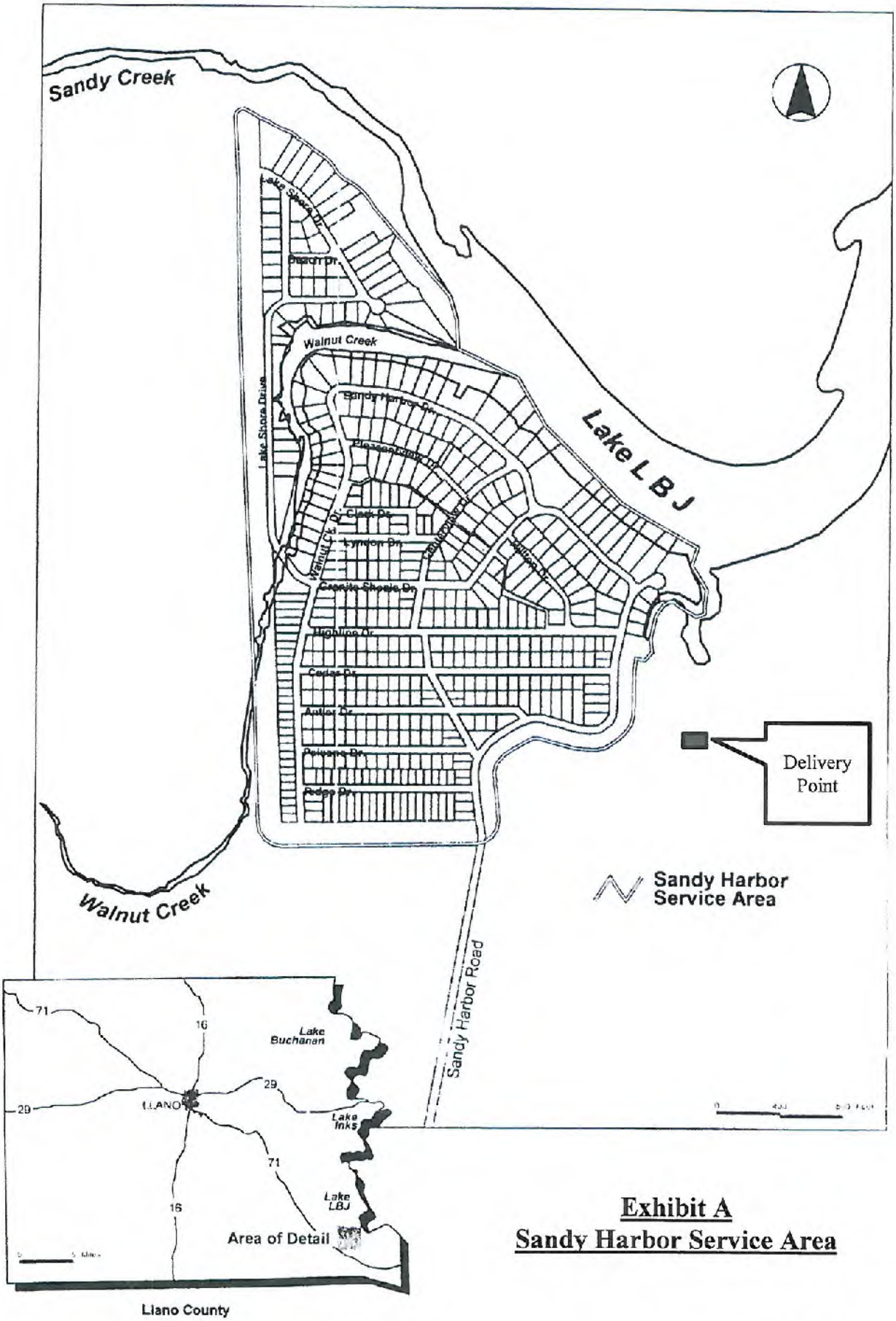

Exhibit A
Sandy Harbor Service Area

Item # 17f

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Approval of Professional Services Agreement for Presiding Municipal Court Judge

The attached agreement is a continuance of the agreement that has been in effect since January 1, 2007. This extends the agreement for two years, unless terminated by either party to this Agreement on ninety (90) days written notice.

The compensation on this agreement is increased from $1,500 to $1,700 per month. There are no other changes other than dates and an improved updated definition of duties.

Judge Madison has been a leader with our annual warrant round-ups and he provided the recent idea to contract out for services for outstanding warrant searches resulting in a high rate of collection and increased revenue from outstanding fees.

Staff recommends approval.

Enclosures: Agreement

City of Horseshoe Bay
Professional Services Agreement
For Presiding Municipal Court Judge
for the City of Horseshoe Bay, Texas

This Agreement is entered into on October 1, 2016, by and between Kevin R. Madison and the City of Horseshoe Bay ("City"). Under the terms of the Agreement, Kevin R. Madison, an Attorney duly licensed to practice in the State of Texas, agrees to provide the services of Presiding Judge for the City of Horseshoe Bay Municipal Court in accordance with the following provisions:

SECTION 1: DUTIES

The duties and responsibilities to be performed by Kevin R. Madison as Presiding Judge under this agreement shall include the following:

1. Supervise and have control over all the operations and clerical functions for the administration of the municipal court and be responsible for the supervision of all clerical personnel of the municipal court.
2. Maintain a central docket of all cases filed in the City of Horseshoe Bay.
3. Provide the orderly administration of the court.
4. Handle special cases such as substandard building ordinance cases and other City ordinance enforcement.
5. Perform all other duties as required by State law.

SECTION 2: COMPENSATION & INSURANCE COVERAGE

The rate of compensation shall be $1,700.00 per month ($20,400.00/yr) effective October 1, 2016. The City shall provide errors and omissions coverage through Texas Municipal League Intergovernmental Risk Pool or any other insurance carrier for legal fees or judgments/damages for the Presiding Judge subject to normal exclusions of said coverage.

SECTION 3: TERM

This agreement shall be for a term ending September 30, 2018, unless terminated by either party to this Agreement on ninety (90) days written notice.

SECTION 4: SEVERABILITY

This agreement and the various parts, sentences, paragraphs, sections, subsections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraphs, sections, subsection, or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of this Agreement shall not be affected thereby.

SECTION 5: EFFECTIVE DATE

This Agreement is hereby declared effective as of October 1, 2016.

Signed and executed on this 20th day of September, 2016.

Kevin R. Madison **Presiding Judge**	**Stephen T. Jordan, Mayor** **City of Horseshoe Bay**

Item # 17g

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Approval of Professional Services Agreement for Municipal Court Prosecutor

The attached agreement is a continuance of the agreement that has been in effect since January 1, 2007.

The compensation on this agreement is increased from $750 to $850 per month. There are no other changes other than dates.

Staff recommends approval.

Enclosures: Agreement

PROFESSIONAL SERVICES AGREEMENT

The City of Horseshoe Bay, Texas, by and through its City Council and its undersigned representative agrees by the execution of this agreement to employ Eduardo Arredondo, P.C. to represent the City for the term and for the specific matters set forth.

The City of Horseshoe Bay agrees to employ Eduardo Arredondo, on behalf of Eduardo Arredondo, P. C., to act as its prosecutor of any and all criminal cases which fall under its jurisdiction. Eduardo Arredondo will be recognized as an Assistant City Attorney.

Eduardo Arredondo hereby represents that he may act on behalf of Eduardo Arredondo, P.C. and that he is a licensed attorney in good standing in the State of Texas.

The City of Horseshoe Bay agrees to pay $850 per month flat fee to Eduardo Arredondo, P.C. for its services. This agreement shall continue until notice is given by any party as to its desire to terminate or restructure its terms.

Signed and executed on this ___ day of September, 2016.

_____
Eduardo Arredondo

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

On behalf of
Eduardo Arredondo, P.C.
P.O. Box 429
Marble Falls, TX 78654
830-798-5556

Item # 17h

CITY OF HORSESHOE BAY

SEPTEMBER 20, 2016

To: Mayor and City Council

From: Stan R. Farmer, City Manager

RE: Approval of Appointment of Sheri Pollard as Interim City Secretary

With the retirement of our current City Secretary effective October 1 the City needs to appoint an Interim City Secretary to serve until a permanent City Secretary is hired by Council and starts work. Section 5.03 of the City Charter states that the City Council shall appoint an Interim to perform the duties if the office becomes vacant for any reason.

Sheri Pollard has been employed with the City for 2 years in a similar position as Customer Service Administrator & GIS Manager providing administrative support for Jeff Koska and the Utility Department.

The City Manager discussed this opportunity with Sheri on a couple occasions recruiting and encouraging her to fulfill the position of Interim and to apply for the permanent position of City Secretary. She was very flattered and is excited to serve as Interim, if appointed. She can still provide some support to the Utility Department while serving in Interim capacity. Jeff Koska is supportive of her filling this Interim position too.

Staff, recommends that Sheri Pollard be appointed as Interim City Secretary effective October 1 until a permanent City Secretary has started employment.

Enclosures: None