City of Horseshoe Bay
City Council Meeting Agenda
January 21, 2020 at 3:00 PM
City Hall, 1 Community Drive, Horseshoe Bay, Texas

1. **Call the Meeting to Order and Establish a Quorum**
   Mayor and City Council Members
   Mayor Cynthia Clinesmith
   Mayor Pro Tem Jerry Gray
   Council Member Kent Graham
   Council Member Frank Hosea
   Council Member Randy Rives
   Council Member Elaine Waddill
2. **Invocation**
3. **Pledges to the Flags**
4. **Announcements and Staff Recognition**
   A. Jessica Noaker - Five Year Service Award 4
   B. Kyle Schmidt - 10 Year Service Award 5
5. **Public Comment**
   Citizens wishing to address City Council about any topic may do so by signing the Public Comment Sign-In sheet on the podium prior to the start of the meeting. In accordance with the Texas Open Meetings Act law, Council Members may not discuss issues raised, answer questions (other than to make statements of fact or to recite existing policy), or take any action during Public Comment.
6. **Presentations**
   Informational only; no action to be taken.
   A. Update on the Progress of the 2019 Long Range Planning Advisory Committee
7. **Consent Agenda**
   All items under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion and vote.
   A. Approval of Regular Meeting Minutes, December 10, 2019 6
   B. Approval of Special Meeting Minutes, December 17, 2019 11
   C. Approval of Annual Summit Rock Public Improvement District Debt Payment Summary Report 13
   D. Approval of Resolution 2020-07: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC 17
   E. Approval of Resolution 2020-08: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC 20
   F. Approval of Resolution 2020-09: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K4118, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC 23
   G. Approval of Resolution 2020-10: Providing for the Sale of Property Acquired by the Burnet Central 26

Appraisal District at Delinquent Tax Sale, Lot K4120, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC

H. Approval of Resolution 2020-11: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K13082, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Taerim Lee 29

I. Approval of Ordinance 2020-09: Amending Chapter 14 Zoning, Article 14.02 Zoning Ordinance Increasing the Number of Planning and Zoning Commission Members Required for a Quorum in Section 14.02.153(B) from Two to Three 32

J. Approval of Resolution 2020-12: Acknowledging and Approving the Waiver of the Membership Initiation Fee by the Horseshoe Bay Resort for the City of Horseshoe Bay Fire Chief Brent Batla 35

K. Approval of the Public Funds for Public Purposes Subcommittee's Funding Recommendations for Local Non-Profit Organizations 37

L. Approval of the Public Funds for Public Purposes Subcommittee's Recommendation of Denial for an Event Sponsorship from The Phoenix Center 45

8. **Public Hearing Items**

Public Hearing and Possible Action Regarding:

A. Replat of a 5.29 Acre Tract of Annexed Land from One (1) Single Family Lot to Two (2) Single Family Lots, to be Known as Meyer Sun Ray Plat No. 1.1 in the 800 Block of Sun Ray 49

9. **Monthly Statistical Departmental Reports**

Informational reports only; no action to be taken.

A. City Manager 53

B. Finance Department 54

C. Utilities Department 82

D. Development Services 86

E. Fire Department 96

F. Police Department 98

G. Animal Control 104

10. **Business**

Discuss, Consider and Possibly Take Action Regarding:

A. Ordinance 2020-11: Authorizing the Issuance and Sale of City of Horseshoe Bay General Obligation Refunding Bonds, Levying a Tax in Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of Documents and Agreements in Connection Therewith; Approving the Preparation of an Official Statement; and Enacting Other Provisions Relating Thereto 106

B. Award Contract for Street Seal Coating Project 145

C. Resolution 2020-12: Approving the Sale of the Fuchs' House 157

D. Ordinance 2020-10: Approving and Adopting an Amendment to the General Fund Budget for the Fiscal Year Beginning October 1, 2019 and Ending on September 30, 2020 160

E. Change Order #1 to the Contract with Big Kat Waste Solutions, Inc. for Sludge Removal in Effluent Pond #1 163

11. **Adjourn**

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

Kerri Craig

Kerri Craig, City Secretary

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

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric Winter, Development Services Manager

RE: Jessica Noaker – Five Year Service Award

Jessica has served our HSB community continuously for the last 5 years, most recently as the Senior Development Services Technician and the Deputy Building Official. Since coming to Horseshoe Bay, she has exemplified the engaged employee for all City staff, and particularly for her counterpart and direct report, Development Services Technician Christina Reinhardt. Jessica has helped Development Services by working with other departments involved in development review to streamline the process. She has also helped improve Department Services' processes with her commitment to continuous improvement and her abundance of creativity and customer service attributes. I am fortunate to have someone as dedicated and energetic as Jessica to assist me with some of my activities, including the weekly Development Review Committee meetings.

Jessica and her husband have volunteered for several community activities and have recently been named Colonels in the *Highland Lakes Squadron Commemorative Air Force* in Burnet. Jessica has been happily married to her husband Kirk, the Burnet County Magistrate for 8 years. They have a 6 year old son TJ who is in the first grade at First Baptist Church in Marble Falls. Without their support, Jessica would not be the great public servant she has been for this community.

With Jessica on the job, the public can feel assured that their health and safety are being protected every day through Jessica's diligent efforts. Help me thank Jessica for her dedicated service to the citizens and visitors of HSB and the Hill County region.

Enclosures: None

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Brent Batla, Fire Chief

Re: Kyle Schmidt – 10 Year Service Award

Kyle Schmidt began his fire service career as a volunteer for the Brady Volunteer Fire Department. He began working for the Horseshoe Bay Fire Department as a part-time Firefighter in 2009. He then became a full-time firefighter for the City of Horseshoe Bay on January 1, 2010. Kyle and his family moved to the area in the summer of 2014.

Lt. Schmidt has several certifications: Advanced Structural Firefighter, Fire Officer I, Driver/Operator, and Instructor I through the Texas Commission on Fire Protection. He also is an EMT-Basic and has his "Flood and Swiftwater Rescue-Technician I" certifications. Kyle is a true asset to the City of Horseshoe Bay and the HSB FD. He has promoted through the ranks from Firefighter to Driver/Operator and currently holds the rank of Lieutenant. He is the Officer in Charge of Station 2 on A-shift.

Kyle is married to Leigh Schmidt. They have two sons, Keller & Calton, whom are active in band, football, and baseball in the Burnet area. They enjoy spending time outdoors with their dogs, hunting, fishing.

Please help me congratulate Lieutenant Kyle Schmidt on his ten years of service to the citizens of Horseshoe Bay. We truly appreciate all the sacrifices that you have made in the name of helping others.

Enclosures: None

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: **Mayor and City Council**

From: **Kerri Craig, City Secretary**

RE: **Approval of Regular Meeting Minutes, December 10, 2019**

Enclosures: **Minutes**

City Council Meeting Minutes

A Regular City Council Meeting of the City of Horseshoe Bay was held Tuesday, December 10, 2019, beginning at 3:00 PM in the City Hall, 1 Community Drive, Horseshoe Bay, Llano County, Texas.

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

   Mayor Cynthia Clinesmith called the meeting to order at 3:00pm. All present.
2. **Invocation -** Father Ruben Patino from St. Paul the Apostle Catholic Church, gave the invocation.
3. **Pledges to the Flags -** Mayor Clinesmith led the pledges of allegiance to the United States flag and the Texas flag.
4. **Announcements and Staff Recognition**
   A. Travis McDaniel - Ten Year Service Award – Fire Chief Brent Batla presented Mr. McDaniel with a plaque and thanked him for his service.
   B. Jessica Noaker - Five Year Service Award – Ms. Noaker was unable to attend today's meeting so her award will be given at the January 2020 City Council meeting.
5. **Public Comment –** Mark Bloschock spoke regarding his interest in serving on the Planning and Zoning Commission. Camille Reasor spoke regarding her interest in serving on the Planning and Zoning Commission and informed everyone that she is running for County Attorney.
6. **Presentations**
   A. Presentation from Patty Gillean, of Gillean and Associates Realty, Regarding Real Estate in Horseshoe Bay – Ms. Gillean provided information and statistics regarding real estate in Horseshoe Bay.
7. **Consent Agenda**
   A. Approval of Regular Meeting Minutes, November 12, 2019
   B. Approval of the Revised 2020 City Council Meeting Schedule
   C. Approval to Amend a Personnel Policy, Article IV. Conditions of Employment, Section 1 Reporting to Work
   D. Approval of a New Personnel Policy, Article IV. Conditions of Employment, Section 2 Breaks
   E. Approval of a New Personnel Policy, Article VII. Leaves of Absence, Section 11 Inclement Weather and Other Emergency
   F. Approval of Ordinance 2020-06: Amending Chapter 14 Zoning, Article 14.02 Zoning Ordinance, by Adding 10 Foot by 20 Foot Public Parking Requirements to the Commercial Classifications in Section 14.02.406(J)(2), Section 14.02.408(F), Section 14.02.411(E)(2), Section 14.02.412(E)(2), Section 14.02.414(D)(10)(B), Section 14.02.412(D)(11)(F) and Section 14.02.421(D)(1)(B); Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting

Council Member Kent Graham motioned to approve all consent items. Mayor Pro Tem Jerry Gray seconded. VOTE: 5-0 in favor, motion passed.

8. **Public Hearing Items**

   A. Ordinance 2020-07: Amending Chapter 14 Zoning, Article 14.02 Zoning Ordinance, Section 14.02.412 in Zone 10 Siena Creek, by Adding New Subsection (G) for Zoning Classification R-1 Single Family Townhouse Residential for Certain Lots Within Zone 10; and Providing for Severability; Repealer; Effective Date; and Proper Notice and Meeting, *Ron Mitchell, Applicant* - Development Director Eric Winter provided a report, which is on file. Mayor Clinesmith opened the public hearing at 3:23pm. Mike Foutz (106 Maravilla) spoke in support of this amendment. Mayor Clinesmith closed the public hearing at 3:29pm. Council Member Randy Rives motioned to approve Ordinance 2020-07 contingent upon all property owners in this specific area signing off on this change. Council Member Graham seconded. VOTE: 5-0 in favor, motion passed.

   B. Ordinance 2020-08: Amending Chapter 14 Zoning and the Zoning Map for Zone 10 Siena Creek, by Rezoning Villas at Siena Creek Condo Units 17-1 Through 17-13 and 17-24 Through 17-28 and Lots 18-1 Through 18-7 in Lot 18 Zone 10 Siena Creek From R-4 Multi-Family Residential To R-1 Single Family Townhouse Residential; and Providing for Severability; Repealer; Effective Date; and Proper Notice and Meeting, *Ron Mitchell, Applicant* - Development Director Eric Winter provided a report, which is on file. Mayor Clinesmith opened the public hearing at 3:30pm. No one spoke. Mayor Clinesmith closed the public hearing at 3:31pm. Mayor Pro Tem Gray motioned to approve Ordinance 2020-08 contingent upon this location's property owner's approval and full approval of Ordinance 2020-07. Council Member Elaine Waddill seconded. VOTE: 5-0 in favor, motion passed.

   C. Replat of 5.18 acres of Lot 17, Siena Creek, Phase One to form eighteen (18) R-1 Single Family Townhouse Residential Lots, two (2) Common Area Lots and Maravilla Way, a 50' wide right-of-way, and the replat of all of Lot 18, Siena Creek, Phase Two, to form seven (7) R-1 Single Family Townhouse Residential Lots and Arollo Court, a 50' wide right-of-way. All lots are in the 100 Block of Maravilla Way, and include 100 through 106 Maravilla Way, and the 100 Block of Arollo Ct., *Ron Mitchell, Applicant* - Development Director Eric Winter provided a report, which is on file. Mayor Clinesmith opened the public hearing at 3:33pm. No one spoke. Mayor Clinesmith closed the public hearing at 3:34pm. Council Member Graham motioned to approve the replat contingent upon information contained in the staff comments and full approval of Ordinances 2020-07 and 2020-08. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

9. **Monthly Statistical Departmental Reports**

   A. City Manager

   B. Finance Department

   C. Utilities Department

   D. Development Services

   E. Fire Department

   F. Police Department

   G. Animal Control

10. **Business**

   A. Resolution 2020-06: Appointment of the City's Representative on the Capital Area Council of Governments (CAPCOG) General Assembly – City Secretary Kerri Craig provided a report,

which is on file. Council Member Graham motioned to approve Resolution 2020-06 and appoint Randy Rives as the city's representative on CAPCOG. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

B. Annual Appointment of Two Council Members to the Public Funds for Public Purposes City Council Subcommittee - City Secretary Kerri Craig provided a report, which is on file. Council Member Rives motioned to appoint Kent Graham and Jerry Gray to the Public Funds for Public Purposes Council Subcommittee for 2020. Council Member Frank Hosea seconded. VOTE: 5-0 in favor, motion passed.

C. Appointment of Planning and Zoning Commission Chair and Members - City Secretary Kerri Craig provided a report, which is on file. Mayor Pro Tem Gray motioned to appoint Mark Bloschock, Greg Waldron, and Brent Lane to the Planning and Zoning Commission for two-year terms, and to appoint Beverly Graham to the Commission to replace Pat Bouchard for a partial term ending December 31, 2020. Council Member Elaine Waddill seconded. VOTE: 5-0 in favor, motion passed. Council Member Graham motioned to appoint Brent Lane as Chair of the Commission. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

D. Appointment of Board of Adjustment Chair and Members - City Secretary Kerri Craig provided a report, which is on file. Mayor Pro Tem Gray motioned to appoint Frank Gracely, Jr. Bill Knox, and John Minyard to the Board of Adjustment as Regular members, and Carla Rowland and Bill Carrothers as Alternate members. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed. Council Member Graham motioned to appoint Jim Babcock as Chair of the Board. Council Member Waddill seconded. VOTE: 5-0 in favor, motion passed.

E. Appointment of Parks Advisory Committee Members - City Secretary Kerri Craig provided a report, which is on file. Council Member Graham motioned to appoint Carrie Foran, Mike Widler, and Dana Rushing to the Parks Advisory Committee. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

F. Appointment of Fuchs House Advisory Committee Members - City Secretary Kerri Craig provided a report, which is on file. Council Member Graham motioned to appoint Mike Widler and Francie Dix to the Fuchs House Advisory Committee. Council Member Hosea seconded. VOTE: 5-0 in favor, motion passed.

G. Appointment of a Broadband Advisory Committee Member and Council Liaison - City Secretary Kerri Craig provided a report, which is on file. Council Member Graham motioned to appoint Kim Lookabaugh to the Broadband Advisory Committee. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed. Mayor Pro Tem Gray motioned to appoint Frank Hosea as the Council Liaison to the Committee. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed.

H. Ordinance 2020-05: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.014(B)(3) Adding Forfeiture of the Deposit on Failure to Call for Any Accessory Structure Permit Required Inspection and Any Remodel Permit Required Inspection, and Renumbering of All Subsequent Subsections; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting - Development Services Director Eric Winter provided a report, which is on file. Mayor Pro Tem Gray motioned to approve Ordinance 2020-05. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed.

I. Progress Report by Contractor on Construction and Request for 3rd Re-Permit for 2807 Fault Line, *Dean Blaine, Applicant* - Development Services Director Eric Winter provided a report, which is on file. Dean Blaine provided a progress report. Mayor Pro Tem Gray motioned to

approve a 3rd re-permit for a period of 105 days and for a fee of $8,750. Council Member Graham seconded. VOTE: 5-0 in favor, motion passed.

J. Progress Report by Contractor on Construction and Request for 6th Re-Permit for 133 La Serena Loop, *Larry Walker, Applicant* - Development Services Director Eric Winter provided a report, which is on file. Larry Walker provided a progress report. No action taken.

K. Progress Report by Contractor on Construction and Request for 3rd Re-Permit for 409 Hi Circle N, *Larry Walker, Applicant* - Development Services Director Eric Winter provided a report, which is on file. Larry Walker provided a progress report. Council Member Graham motioned to approve the 3rd re-permit for a period of 75 days and for a fee of $6,250. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed.

11. **Executive Session**
Convened to Executive Session at 4:25pm to discuss Executive Session Items A and B. Item C was not discussed. Present: Mayor Cynthia Clinesmith, Mayor Pro Tem Jerry Gray, Council Member Randy Rives, Council Member Kent Graham, Council Member Elaine Waddill, Council Member Frank Hosea, City Manager Stan Farmer, Development Services Director Eric Winter, City Secretary Kerri Craig, and City Attorney Rex Baker. Reconvened to the regular meeting at 5:12pm.

A. Appointments to the Planning and Zoning Commission and the Board of Adjustment *(551.074)*

B. Cooperative Agreement with HSB Park Inc. *(551.071)*

C. Annual Evaluation of the City Manager by City Council *(551.071 and 551.074)*

12. **Adjourn -** Mayor Pro Tem Gray motioned to adjourn the meeting. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed. Meeting adjourned at 5:22pm.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: **Mayor and City Council**

From: **Kerri Craig, City Secretary**

RE: **Approval of Special Meeting Minutes, December 17, 2019**

Enclosures: **Minutes**

City Council Meeting Minutes

A City Council Special Meeting of the City of Horseshoe Bay was held Tuesday, December 17, 2019, beginning at 10:00 AM in the City Hall, 1 Community Drive, Horseshoe Bay, Llano County, Texas.

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

   Mayor Cynthia Clinesmith called the meeting to order at 10:00am. All present except Kent Graham.

2. **Business**

   A. Cooperative Agreement with HSB Park Inc.

   B. Request from HSB Park Inc. for Approval of the Following: 1) Topographic Survey, 2) Insurance, and 3) Property Tax

   Mayor Pro Tem Jerry Gray motioned to approve the cooperative agreement and the requested funding of $5,150 for the topographic survey, insurance, and property tax from the FY 2020 budget. Council Member Elaine Waddill seconded. VOTE: 4-0 in favor, motion passed.

3. **Adjourn -** Mayor Pro Tem Gray motioned to adjourn the meeting. Council Member Waddill seconded. VOTE: 4-0 in favor, motion passed. Meeting adjourned at 10:47pm.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Margie Cardenas, Finance Director

RE: Approval of Annual Summit Rock Public Improvement District Debt Payment Summary Report

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City Council had requested staff, in conjunction with the City's Auditor, to prepare an annual report for the Summit Rock PID $5.4M Promissory Note to be provided to Summit Rock, LLC.

- **On March 20, 2007, the City authorized the establishment of Summit Rock Public Improvement District #1**
- **On November 29, 2011, the City entered into an agreement with Summit Rock Communities, LLC for two promissory notes to pay for utility infrastructure projects; the first was $2.0M, which has been paid in full by a Letter of Credit through IBC; the second was $5.4M, which is currently being paid through annual PID assessments to property owners**
- **Lot owners who purchased single family lots prior to January 1, 2013 pay an annual assessment of $2,000 for 15 years; Lot owners who purchase single family lots on or after January 1, 2013 pay an annual assessment of $2,800 for 15 years**
- **The first $5.4M plus interest is pledged to the City to repay the promissory note; Interest is equal to prime, but shall never be less than 3% or greater than 7%; Currently prime is at 4.75% (effective date 12/17/2019); Interest revenues as of 9/30/19 are $1,214,498**
- **As of 9/30/19, the total PID assessments received is $2,408,544; $1,194,046 has been applied to principal and $1,214,498 has been applied to interest**

Staff is asking that Council to approve the Annual Summit Rock Public Improvement Districted Debt Payment Summary Report as of September 30, 2019.

Enclosure: Annual Summit Rock Public Improvement District Debt Payment Summary Report

$5.4M Summit Rock Promissory Note
Annual Summary as of September 30, 2019

	FY 2012	
11/29/2011	**Beginning Balance: Outstanding Principal**	**5,400,000.00**
	Beginning Balance: Outstanding Unpaid Interest	**-**
	Payments made towards Principal	703,172.91
	Payments made towards Interest	41,661.55
	Total Payments Received in FY 2012	744,834.46
9/30/2012	**Ending Balance: Outstanding Principal**	**4,696,827.09**
	Ending Balance: Outstanding Unpaid Interest	**86,726.05**
	FY 2013	
10/1/2012	**Beginning Balance: Outstanding Principal**	**4,696,827.09**
	Beginning Balance: Outstanding Unpaid Interest	**86,726.05**
	Payments made towards Principal	35,002.95
	Payments made towards Interest	171,054.86
	Total Payments Received in FY 2013	206,057.81
9/30/2013	**Ending Balance: Outstanding Principal**	**4,661,824.14**
	Ending Balance: Outstanding Unpaid Interest	**67,573.91**
	FY 2014	
10/1/2013	**Beginning Balance: Outstanding Principal**	**4,661,824.14**
	Beginning Balance: Outstanding Unpaid Interest	**67,573.91**
	Payments made towards Principal	68,390.89
	Payments made towards Interest	148,685.80
	Total Payments Received in FY 2014	217,076.69
9/30/2014	**Ending Balance: Outstanding Principal**	**4,593,433.25**
	Ending Balance: Outstanding Unpaid Interest	**68,875.75**

$5.4M Summit Rock Promissory Note
Annual Summary as of September 30, 2019

	FY 2015	
10/1/2014	**Beginning Balance: Outstanding Principal**	**4,593,433.25**
	Beginning Balance: Outstanding Unpaid Interest	**68,875.75**
	Payments made towards Principal	87,730.46
	Payments made towards Interest	140,243.99
	Total Payments Received in FY 2015	227,974.45
9/30/2015	**Ending Balance: Outstanding Principal**	**4,505,702.79**
	Ending Balance: Outstanding Unpaid Interest	**75,934.03**
	FY 2016	
10/1/2015	**Beginning Balance: Outstanding Principal**	**4,505,702.79**
	Beginning Balance: Outstanding Unpaid Interest	**75,934.03**
	Payments made towards Principal	67,204.19
	Payments made towards Interest	179,382.51
	Total Payments Received in FY 2016	246,586.70
9/30/2016	**Ending Balance: Outstanding Principal**	**4,438,498.60**
	Ending Balance: Outstanding Unpaid Interest	**50,812.80**
	FY 2017	
10/1/2016	**Beginning Balance: Outstanding Principal**	**4,438,498.60**
	Beginning Balance: Outstanding Unpaid Interest	**50,812.80**
	Payments made towards Principal	129,325.24
	Payments made towards Interest	131,726.76
	Total Payments Received in FY 2017	261,052.00
9/30/2017	**Ending Balance: Outstanding Principal**	**4,309,173.36**
	Ending Balance: Outstanding Unpaid Interest	**88,889.98**

$5.4M Summit Rock Promissory Note
Annual Summary as of September 30, 2019

	FY 2018	
10/1/2017	**Beginning Balance: Outstanding Principal**	**4,309,173.36**
	Beginning Balance: Outstanding Unpaid Interest	**88,889.98**
	Payments made towards Principal	103,219.58
	Payments made towards Interest	161,693.55
	Total Payments Received in FY 2018	264,913.13
9/30/2018	**Ending Balance: Outstanding Principal**	**4,205,953.78**
	Ending Balance: Outstanding Unpaid Interest	**124,966.06**
10/1/2018	**FY 2019**	
	Beginning Balance: Outstanding Principal	**4,205,953.78**
	Beginning Balance: Outstanding Unpaid Interest	**124,966.06**
	Payments made towards Principal	-
	Payments made towards Interest	240,049.24
	Total Payments Received in FY 2019	240,049.24
9/30/2019	**Ending Balance: Outstanding Principal**	**4,205,953.78**
	Ending Balance: Outstanding Unpaid Interest	**108,869.46**

Total Principal Payments as of 9/30/19:	1,194,046.22
Total Interest Payments as of 9/30/19:	1,214,498.26
Total Payments as of 9/30/19:	2,408,544.48

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of Resolution 2020-07: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC

The Burnet Central Appraisal District is the Trustee for properties in Burnet County that are acquired at a delinquent tax sale due to insufficient minimum bid or no bid. The BCAD has requested that City Council consider adopting a Resolution for the sale of these lots to Texas Land Direct, LLC for $3,500.00. The City would receive $431.42 from the sale for delinquent property taxes.

All impacted taxing entities must approve the sale for the transaction to be completed.

Staff recommends adopting the Resolution for the sale of these properties, which places the properties back on the tax rolls to generate future revenues.

Enclosures: Resolution
Letter from Stan Hemphill, Chief Appraiser

CITY OF HORSESHOE BAY

RESOLUTION 2020-07

Providing for the Sale of Lots K4114 & K4116, Plat K4.1

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS ("CITY"), PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE, LOTS K4114 & K4116, Plat K4.1, HORSESHOE BAY SOUTH, CITY OF HORSESHOE BAY, BURNET COUNTY, TEXAS, TO TEXAS LAND DIRECT, LLC

WHEREAS, lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property, more particularly described in Document #200707720 (Lot K4114) and Document #200803727 (Lot K4116) of the Official Public Records, Burnet County, Texas, was offered for sale by the Sheriff at Burnet County, Texas, at public auction pursuant to a judgement of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEXAS PROPERTY TAX CODE Section 34.01(j); and

WHEREAS, TEXAS PROPERTY TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) has been made by Texas Land Direct, LLC, said bid being less than the taxes due.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horseshoe Bay, Texas, that the City of Horseshoe Bay is hereby authorized to convey Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC, for the sum of Three Thousand Five Hundred and no/100 Dollars ($3,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED AND APPROVED on this 21st day of January, 2020, by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY:

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax

December 4, 2019

Mayor Stephen T. Jordan
City of Horseshoe Bay
P.O. Box 7765
Horseshoe Bay, TX 78657

RE: Lots K4114 & K4116, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #s 21480 & 21482 (2019 Assessed Value= $3,500 each)

Dear Mayor Jordan,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next City Council meeting to discuss this bid.

For your information: A previous bid of $3,000.00, on the property referenced above was approved by all entities in June, 2019, however, the sale was unable to be completed as we have received no contact from the previous bidder after repeated attempts.

If the new bid of $3,500.00 is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Council's decision.

The distribution of the monies would be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 105.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 431.42	Burnet CAD
Burnet County	$ 608.76	
Burnet County Special	$ 72.06	
Emergency Services District #1	$ 38.88	
Water Conservation District	$ 16.05	
Marble Falls ISD	$ 2,185.83	
TOTAL MONIES DISBURSED	$ 3,500.00	

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,

Stan Hemphill
Chief Appraiser
Enc.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of Resolution 2020-08: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC

The Burnet Central Appraisal District is the Trustee for properties in Burnet County that are acquired at a delinquent tax sale due to insufficient minimum bid or no bid. The BCAD has requested that City Council consider adopting a Resolution for the sale of this lot to Texas Land Direct, LLC for $1,500.00. The City would receive $171.63 from the sale for delinquent property taxes.

All impacted taxing entities must approve the sale for the transaction to be completed.

Staff recommends adopting the Resolution for the sale of this property, which places the property back on the tax rolls to generate future revenues.

Enclosures: Resolution
Letter from Stan Hemphill, Chief Appraiser

CITY OF HORSESHOE BAY

RESOLUTION 2020-08

Providing for the Sale of Lot K4115, Plat K4

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS ("CITY"), PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE, LOT K4115, Plat K4, HORSESHOE BAY SOUTH, CITY OF HORSESHOE BAY, BURNET COUNTY, TEXAS, TO TEXAS LAND DIRECT, LLC

WHEREAS, lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property, more particularly described in Volume 294, Page 319 of the Deed Records, Burnet County, Texas, was offered for sale by the Sheriff at Burnet County, Texas, at public auction pursuant to a judgement of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEXAS PROPERTY TAX CODE Section 34.01(j); and

WHEREAS, TEXAS PROPERTY TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of One Thousand Five Hundred and No/100 Dollars ($1,500.00) has been made by Texas Land Direct, LLC, said bid being less than the taxes due.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horseshoe Bay, Texas, that the City of Horseshoe Bay is hereby authorized to convey Lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC, for the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED AND APPROVED on this 21st day of January, 2020, by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY:

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

BURNET CENTRAL APPRAISAL DISTRICT
P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax

December 4, 2019

Mayor Stephen T. Jordan
City of Horseshoe Bay
P.O. Box 7765
Horseshoe Bay, TX 78657

RE: Lot K4115, Plat K4, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account # 21481 (2019 Assessed Value = $3,500)

Dear Mayor Jordan,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next City Council meeting to discuss this bid.

For your information: A previous bid of $1,500.00, on the property referenced above was approved by all entities in June 2019, however, the sale was unable to be completed as we have received no contact from the previous bidder after repeated attempts.

If the new bid of $1,500.00 is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Council's decision.

The distribution of the monies would be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 470.00	Burnet Co. Dist. Clerk
Abstract Fee:	$ 150.00	MVBA
Attorney ad Litem Fee:	$ 250.00	
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay/MLB/MLBS/MLBW	$ 171.63	Burnet CAD
Burnet County	$ 70.38	
Burnet County Special	$ 6.09	
Emergency Services District #1	$ 4.37	
Water Conservation District	$ 1.30	
Marble Falls ISD	$ 289.23	
TOTAL MONIES DISBURSED	$ 1,500.00	

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,

Stan Hemphill
Chief Appraiser
Enc.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of Resolution 2020-09: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K4118, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC

The Burnet Central Appraisal District is the Trustee for properties in Burnet County that are acquired at a delinquent tax sale due to insufficient minimum bid or no bid. The BCAD has requested that City Council consider adopting a Resolution for the sale of this lot to Texas Land Direct, LLC for $1,500.00. The City would receive $181.49 from the sale for delinquent property taxes.

All impacted taxing entities must approve the sale for the transaction to be completed.

Staff recommends adopting the Resolution for the sale of this property, which places the property back on the tax rolls to generate future revenues.

Enclosures: Resolution
Letter from Stan Hemphill, Chief Appraiser

CITY OF HORSESHOE BAY

RESOLUTION 2020-09

Providing for the Sale of Lot K4118, Plat K4.1

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS ("CITY"), PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE, LOT K4118, Plat K4.1, HORSESHOE BAY SOUTH, CITY OF HORSESHOE BAY, BURNET COUNTY, TEXAS, TO TEXAS LAND DIRECT, LLC

WHEREAS, lot K4118, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property, more particularly described in Instrument #200900556 of the Official Public Records, Burnet County, Texas, was offered for sale by the Sheriff at Burnet County, Texas, at public auction pursuant to a judgement of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEXAS PROPERTY TAX CODE Section 34.01(j); and

WHEREAS, TEXAS PROPERTY TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of One Thousand Five Hundred and No/100 Dollars ($1,500.00) has been made by Texas Land Direct, LLC, said bid being less than the taxes due.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horseshoe Bay, Texas, that the City of Horseshoe Bay is hereby authorized to convey Lot K4118, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC, for the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED AND APPROVED on this 21st day of January, 2020, by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY:

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax

December 4, 2019

Mayor Stephen T. Jordan
City of Horseshoe Bay
P.O. Box 7765
Horseshoe Bay, TX 78657

RE: Lot K4118, Plat K4.1, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #21484 (2019 Assessed Value = $3,500)

Dear Mayor Jordan,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next City Council meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Council's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay	$ 181.49	Burnet CAD
Burnet County	$ 251.42	
Burnet County Special	$ 29.70	
Emergency Services District #1	$ 17.24	
Water Conservation District	$ 7.04	
Marble Falls ISD	$ 926.11	
TOTAL MONIES DISBURSED	$ 1,500.00	

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,

Stan Hemphill
Chief Appraiser
Enc.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of Resolution 2020-10: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K4120, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC

The Burnet Central Appraisal District is the Trustee for properties in Burnet County that are acquired at a delinquent tax sale due to insufficient minimum bid or no bid. The BCAD has requested that City Council consider adopting a Resolution for the sale of this lot to Texas Land Direct, LLC for $1,500.00. The City would receive $430.20 from the sale for delinquent property taxes.

All impacted taxing entities must approve the sale for the transaction to be completed.

Staff recommends adopting the Resolution for the sale of this property, which places the property back on the tax rolls to generate future revenues.

Enclosures: Resolution
Letter from Stan Hemphill, Chief Appraiser

CITY OF HORSESHOE BAY

RESOLUTION 2020-10

Providing for the Sale of Lot K4120

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS ("CITY"), PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE, LOT K4120, HORSESHOE BAY SOUTH, CITY OF HORSESHOE BAY, BURNET COUNTY, TEXAS, TO TEXAS LAND DIRECT, LLC

WHEREAS, lot K4120, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property, more particularly described in Volume 759, Page 665 of the Official Public Records, Burnet County, Texas, was offered for sale by the Sheriff at Burnet County, Texas, at public auction pursuant to a judgement of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEXAS PROPERTY TAX CODE Section 34.01(j); and

WHEREAS, TEXAS PROPERTY TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of One Thousand Five Hundred and No/100 Dollars ($1,500.00) has been made by Texas Land Direct, LLC, said bid being less than the taxes due.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horseshoe Bay, Texas, that the City of Horseshoe Bay is hereby authorized to convey Lot K4120, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Texas Land Direct, LLC, for the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED AND APPROVED on this 21st day of January, 2020, by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY:

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

BURNET CENTRAL APPRAISAL DISTRICT
P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax

December 4, 2019

Mayor Stephen T. Jordan
City of Horseshoe Bay
P.O. Box 7765
Horseshoe Bay, TX 78657

RE: Lot K4120, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #21486 (2019 Assessed Value = $3,500)

Dear Mayor Jordan,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next City Council meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Council's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Sheriff's Fee:	$ 45.00	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay/MLB/MLBS/MLBW	$ 430.20	Burnet CAD
Burnet County	$ 187.19	
Burnet County Special	$ 16.43	
Emergency Services District #1	$ 10.67	
Water Conservation District	$ 3.26	
Marble Falls ISD	$ 765.25	
TOTAL MONIES DISBURSED	$ 1,500.00	

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,

Stan Hemphill
Chief Appraiser
Enc.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of Resolution 2020-11: Providing for the Sale of Property Acquired by the Burnet Central Appraisal District at Delinquent Tax Sale, Lot K13082, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Taerim Lee

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The Burnet Central Appraisal District is the Trustee for properties in Burnet County that are acquired at a delinquent tax sale due to insufficient minimum bid or no bid. The BCAD has requested that City Council consider adopting a Resolution for the sale of this lot to Taerim Lee for $2,250.00. The City would receive $287.70 from the sale for delinquent property taxes.

All impacted taxing entities must approve the sale for the transaction to be completed.

Staff recommends adopting the Resolution for the sale of this property, which places the property back on the tax rolls to generate future revenues.

Enclosures: Resolution
Letter from Stan Hemphill, Chief Appraiser

CITY OF HORSESHOE BAY

RESOLUTION 2020-11

Providing for the Sale of Lot K13082

A RESOLUTION OF THE CITY OF HORSESHOE BAY, TEXAS ("CITY"), PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE, LOT K13082, HORSESHOE BAY SOUTH, CITY OF HORSESHOE BAY, BURNET COUNTY, TEXAS, TO TAERIM LEE

WHEREAS, lot K13082, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, being that property, more particularly described in Volume 342, Page 345 of the Official Public Records, Burnet County, Texas, was offered for sale by the Sheriff at Burnet County, Texas, at public auction pursuant to a judgement of foreclosure for delinquent taxes by the District Court; and

WHEREAS, no sufficient bid was received and the property was struck off to the Burnet Central Appraisal District, Trustee, pursuant to TEXAS PROPERTY TAX CODE Section 34.01(j); and

WHEREAS, TEXAS PROPERTY TAX CODE Section 34.05(a) provides that we may accept a sufficient bid. A bid of Two Thousand Two Hundred Fifty and No/100 Dollars ($2,250.00) has been made by Taerim Lee, said bid being less than the taxes due.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horseshoe Bay, Texas, that the City of Horseshoe Bay is hereby authorized to convey Lot K13082, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas, to Taerim Lee, for the sum of Two Thousand Two Hundred Fifty and No/100 Dollars ($2,250.00) payable to the Chief Appraiser of Burnet Central Appraisal District for distribution as provided by law.

PASSED AND APPROVED on this 21st day of January, 2020, by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY:

_____

Cynthia Clinesmith, Mayor

ATTEST:

_____

Kerri Craig, City Secretary

BURNET CENTRAL APPRAISAL DISTRICT

P.O. Box 908/223 South Pierce
Burnet, Texas 78611
(512) 756-8291 Telephone
(512 756-7873 Fax

December 4, 2019

Mayor Stephen T. Jordan
City of Horseshoe Bay
P.O. Box 7765
Horseshoe Bay, TX 78657

RE: Lot K13082, Horseshoe Bay South, City of Horseshoe Bay, Burnet County, Texas Account #22885 (2019 Assessed Value = $3,500)

Dear Mayor Jordan,

Enclosed is information on a bid we received for the above referenced property. Please schedule time at your next City Council meeting to discuss this bid.

If the bid is approved, please return the dated and signed Resolution to the Burnet Central Appraisal District, Attn: Joy. If the bid is not approved, please call us at 512-756-8291 ext. 39 to inform us of the Council's decision.

The distribution of the monies will be as follows if all entities approve the sale at the offered amount:

FEES:	AMOUNT:	TO WHOM:
Deed Recording Fee:	$ 42.00	Burnet Co. Clerk
Court Costs:	$ 281.00	Burnet Co. Dist. Clerk
Abstract Fee:	$ 175.00	MVBA
Sheriff's Fee:	$ 67.50	Burnet Co. Sheriff
Due to Burnet Central Appraisal District:		
City of Horseshoe Bay/MLB/MLBW	$ 287.70	Burnet CAD
Burnet County	$ 278.50	
Burnet County Special	$ 29.99	
Emergency Services District #1	$ 21.11	
Water Conservation District	$ 8.65	
Marble Falls ISD	$ 1,058.55	
TOTAL MONIES DISBURSED	$ 2,250.00	

Thank you for your attention to this matter. Please call us with any questions you may have.

Sincerely,

Stan Hemphill
Chief Appraiser
Enc.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric Winter, Development Services Director

Re: Ordinance 2020-09: Amending Chapter 14 Zoning, Article 14.02 Zoning Ordinance Increasing the Number of Planning and Zoning Commission Members Required for a Quorum in Section 14.02.153(B) from Two to Three

The number of P&Z members required for a quorum has been 2 since the original 3 member Commission was established in May of 2009. City Council increased the number of Planning and Zoning Commission members from 3 to 5 in December of 2015. The attached Ordinance amends Sec. 14.02.153(b) by increasing the number of P&Z members required for a quorum from 2 to 3.

Enclosure: Ordinance 2020-09

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-09

ZONING ORDINANCE TEXT AMENDMENT TO INCREASE THE NUMBER OF PLANNING AND ZONING COMMISSION MEMBERS REQUIRED FOR A QUORUM FROM TWO TO THREE

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 14 ZONING, ARTICLE 14.02 ZONING ORDINANCE INCREASING THE NUMBER OF PLANNING AND ZONING COMMISSION MEMBERS REQUIRED FOR A QUORUM IN SECTION 14.02.153(b) FROM TWO TO THREE

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

WHEREAS, the number of members required for a quorum for the Planning and Zoning Commission has been two (2) since the Commission was created in May of 2009; and

WHEREAS, the number of members on the Planning and Zoning Commission was increased by City Council from three (3) to five (5) in December of 2015; and

WHEREAS, the City Council has determined that the number of members required for a quorum should be increased from two (2) to three (3); and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that Chapter 14 Zoning of the City Code of Horseshoe Bay should be amended as herein described.

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

I. FINDINGS OF FACT

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

II. AMENDMENT OF CHAPTER 14 ZONING, ARTICLE 14.02 ZONING ORDINANCE, SECTION 14.02.153(b)

Section 14.02.153(b) is hereby amended to read as follows:

(b) Quorum. A quorum shall consist of three (3) members of the Planning and Zoning Commission. Motions shall carry with a simple majority vote; however, in no case shall less than three (3) votes in favor or against a motion constitute a majority.

III. SEVERABILITY

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

XI. REPEALER

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

XII. EFFECTIVE DATE

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

XIII. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 21st day of January, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

_____

Cynthia Clinesmith, Mayor

Attest:

_____

Kerri Craig, City Secretary

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: **Mayor and Council**

From: **Stan R. Farmer, City Manager & Rex Baker, City Attorney**

RE: **Approval of Resolution 2020-12: Acknowledging and Approving the Waiver of the Membership Initiation Fee by the Horseshoe Bay Resort for the City of Horseshoe Bay Fire Chief Brent Batla**

The City has received a request from HSB Resort to allow it to waive the initial membership fee for Fire Chief Batla. Historically, and following best ethical practices, the City Council has acknowledged and approved such a request for the waiver of the initial membership fee from the HSB Resort for senior staff of the City living in the city limits. The resolution for council consideration would give approval for Chief Batla to accept the Resort's offer and only applies to the down payment not any monthly fees and any other charges incurred from membership.

Enclosures: Resolution

CITY OF HORSESHOE BAY

RESOLUTION NO 2020-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS ACKNOWLEDGING AND APPROVING THE WAIVER OF THE MEMBERSHIP INITIATION FEE BY THE HORSESHOE BAY RESORT FOR THE CITY OF HORSESHOE BAY FIRE CHIEF BRENT BATLA

WHEREAS, over the years, as an inducement to acquiring and maintaining certain senior City officials, the City has permitted the Horseshoe Bay Resort to waive its initiation fee for their membership in the resort; and

WHEREAS, the Resort has requested that the City consent to this waiver for the City's Fire Chief, Brent Batla; and

WHEREAS, the City recognizes the benefit of the fee waiver and further acknowledges that such waivers have been approved in the past.

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

1) The City acknowledges and approves the fee waiver for the benefit of its Fire Chief Brent Batla, provided, however, such waiver shall be solely for the initiation fee and not for any monthly assessments, dues or charges.

2) This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED on this 21st day of January, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

City of Horseshoe Bay, Texas

Attest:

Cynthia Clinesmith
Mayor

Kerri Craig
City Secretary

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

RE: Approval of the Public Funds for Public Purposes Subcommittee's Funding Recommendations for Local Non-Profit Organizations

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In 2017, the City began receiving funds from Llano and Burnet Counties from their respective "Optional County Fee for Child Safety". Counties in Texas are allowed to collect the Child Safety Fee, as it's known, when citizens pay for their vehicle registrations. A portion of the fee collected by each county must be distributed to the municipalities in their jurisdiction. The funds can only be used by municipalities for programs that support child safety, health and nutrition.

Currently, the city has $28,838.29 in the Child Safety Fee account. The funds received from the counties have not been disbursed in the past. The city receives approximately $5,000 from Llano County and approximately $1,000 from Burnet County every fiscal year.

The Public Funds for Public Purposes subcommittee is recommending the city begin disbursing the funds received each year. There are four organizations the subcommittee is recommending the city provide funding to in the amount of $1,500 for fiscal year 2020. The organizations are as follows: *Burnet County Child Welfare Board, CASA of the Highland Lakes, Hill Country Children's Advocacy Center, and the Phoenix Center*. All of these organizations support programs that meet the criteria for funding under the Child Safety Fee requirements. To avoid disbursing funds annually in excess of the funds received for that year, the amounts received during the prior year will be available for disbursement for the current year. So, for example, if the City receives $6,000 during fiscal year 2020, the amount available for potential disbursement during fiscal year 2021 will be $6,000.

The subcommittee is proposing the remaining balance (after the initial $6,000 award is made to the four organizations) of $22,838.29 be kept in the account as a resource for organizations who meet the criteria who may need a larger grant in the future for major expenses such as facility construction, new program development, matching funds for grant applications, or other needs.

A memo from City Attorney Rex Baker is attached which outlines the legal guidelines regarding donations and gifts.

Enclosure(s): Letters of Request
City Attorney Memo

BURNET COUNTY CHILD WELFARE BOARD

1104 W. Buchanan Drive, Suite 2
Burnet, Texas 78611

OFFICERS

Caroline Ragsdill
President

Marsha Neel ***Administrative***
Vice-President

Jan Friberg
Vice-President / Rainbow Room

Tricia Naito
Treasurer

Coleen Gregg
Secretary

BOARD MEMEBERS

Sue Brunson

Jan Graves

BJ Henry

Ronda Hostetter

Barbara McBride

Paulette Malalmud

Martha Mezger

October 23, 2019

Mr. Stan Farmer
City Manager
City of Horseshoe Bay
1 Community Drive
P. O. Box 7765
Horseshoe Bay, Texas 78657

Dear Mr. Farmer:

The Burnet County Child Welfare Board (BCCWB) is seeking funds from the Child Safety Fee that was provided to the City of Horseshoe Bay from Burnet County. According to Judge Oakley, the county sends approximately $650.00 to the City of Horseshoe Bay each year. We would like to request these funds for the foster children in our county.

The BCCWB's members are appointed by the Burnet County Commissioner's Court. We are a 501©3 organization. Please see the enclosed brochure describing what we do. As you can see from the statistics, the cases we assist with have grown significantly over the past five years. All of the children's cases who are identified in the pie chart originated in Burnet County. They may have been placed in care outside of Burnet County because of family members or foster homes that were available. The number of cases in Burnet County have increased from 315 in 2017 to 354 in 2018.

We are receiving requests for beds, car seats, day care, etc. Twice a year we request money from the public for back to school clothes and for Christmas gifts. We hope you will consider providing us funds to meet our ever-growing need for help.

Thank you for your time and consideration. If you have any questions please call me at (512) 755-1425 or email me at rondahostetter@gmail.com.

Sincerely,

Ronda Hostetter

Ronda Hostetter

cc: Caroline Ragsdill, President

kcraig@horseshoe-bay-tx.gov

From: Kerry Trull <kerry@highlandlakescasa.com>
Sent: Tuesday, January 14, 2020 8:06 AM
To: city@horseshoe-bay-tx.gov
Subject: FW: Request for funding

Attention: Kerri Craig

CASA for the Highland Lakes Area
1719 Ridgeview
Kingsland, TX 78639
325-388-3440
www.highlandlakescasa.com

Dear Friends of CASA:

CASA for the Highland Lakes Area currently serves 259 children in the counties of Llano, Blanco, Burnet, Lampasas and San Saba. Children who have been removed from their homes because of abuse and neglect. These children are as precious and innocent as the children in your life and they are counting on us to take action, to be their voice and to see them to a safe, permanent home.

For the first time in the history of CASA for the Highland Lakes Area, we no longer serve 100% of children in foster care in our area. We are forced to pick and choose which children get our help. We turn away children who need a voice in court. The need for advocates is outpacing our resources to recruit and train more volunteers.

How can you help? Our biggest need is volunteers. People who will devote 8-10 hours a month to get to know a case and a child. Passionate adults who will speak for those children in court. Maybe you aren't called to be involved personally, but I bet you know someone who is passionate about children. They go to your church or your golf group or your civic organization. Please help us share the word!

We also need donations. We are funded through grants and donations. Your money goes to train and equip volunteers to serve children of abuse and neglect. Your donations make a lifelong difference in the lives of children who desperately need all of us to care about their circumstances. If you would like to volunteer or learn more about our mission, please don't hesitate to contact us.

Please consider a donation of your time or money to CASA for the Highland Lakes today. Let's bring normalcy to the lives of children who've experienced enough darkness.

Sincerely,

Kerry Trull
Development Director

Hill Country
Children's Advocacy Center
Safety ~ Justice ~ Healing ~ Education

January 14, 2020

Kerry Craig
City of Horseshoe Bay

The Hill Country Children's Advocacy Center wants to sincerely thank you and the City of Horseshoe Bay City Council for the opportunity to submit a funding request for the FY 2020 and more importantly, your continued support of the vital work we do in Blanco, Burnet, Llano, Lampasas and San Saba Counties.

We understand that as an elected official, your City Council are under immense pressure each year regarding funding for outside agencies. Your financial investment in our organization sends the message that fighting for safety, justice and healing for your local families is important to City of Horseshoe Bay.

The child abuse field and Child Advocacy Centers are constantly evolving, and our focus is to ensure best practice and ultimately justice for the children and families of Llano and Burnet Counties.

The Hill Country Children's Advocacy Center is the only service provider recognized at the national level (National Children's Alliance) to provide the following services for the five counties in the Hill Country:

- **24 Hours support and resources to local law enforcement and Department of Family and Protectives Services:**
  A 24-hour hotline available for the exclusive use of law enforcement, family protective services and prosecutors when faced with specialized cases involving children, multi-disciplinary enhancement program wherein all reports involving children are also reviewed by the Center to expedite, coordination and advocacy efforts.
- **Child Protection Team Coordination and Facilitation:**
  Cases coordination provided to law enforcement and family protective services designed to enhance collaboration and investigation of child abuse cases. There is a monthly meeting with all parties to review and update all open cases related to child abuse.
- **Forensic Interview:**
  A legally defensible, recorded narrative of a child's statement when there is a concern of possible abuse or witnessed to a crime. We bring together the agencies responsible for investigating and prosecuting abuse, ensuring fewer repeat interviews for the victim, a stronger investigation and a higher success rate of prosecution.

- **Family Advocacy:** A program designed to assist families affected by child abuse. Services includes crisis intervention, needs assessment, counseling referrals and assistance with Crime Victim's Compensation.
- **Medical Exams:**
  Sexual Assault Nurse Examination (SANE) is a comprehensive medical exam designed to collect evidence of bodily trauma and abuse. Safe child medical exams provide medical oversight to children victimized by any type or level of abuse or neglect.
- **Therapy:**
  Individual and group therapeutic intervention program proven to reduce the negative impact of trauma on children and their families. All 71 Children Advocacy centers in Texas are using this approach.
- **Outreach and Education:**
  An array of presentations and trainings for community members, parents, professional (teachers and Counselors) and in the schools related to child safety programs for children and teens.

There are no charges to the children or parents for our services. The cost is covered by grants, fund raisers, financial support by our Counties and Cities along with private donations.

Below is the number of Forensic interviews over the last three years and 2019 Therapy sessions for the Burnet and Llano Counties:

	2017	2018	2019
Forensic Interviews	164	229	260
Therapy Sessions			302

With this information in mind, we sincerely hope that you will financially support our Center.

The Board of Directors, staff, members of our Multi-Disciplinary team as well as the children and families victimized by child abuse in Burnet and Llano Counties thank you for your continued support of the Hill Country Children's Advocacy Center.

Please feel free to contact us if you have any questions, need more information or would like us to present to City Council regarding this request.

Sincerely.

Ken Nickel

Executive Director

Hill Country Children's Advocacy Center

phoenix center

Innovative Therapies. Inspiring Stories.

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KATHY FLETCHER
LAKES AND HILLS MORTGAGE COMPANY

PATTI MCCORMICK
SANA VIDA

501(C)(3) NON-PROFIT ORGANIZATION

TAX ID: 260310507

OUR MISSION IS TO INSPIRE HOPE, HEALTH AND HEALING BY PROVIDING THE HIGHEST LEVEL OF MENTAL HEALTH CARE TO EVERY CHILD AND FAMILY THROUGH INNOVATIVE TRAUMA-INFORMED THERAPY AND EDUCATION.

January 13, 2020

Dear City of Horseshoe Bay,

A special thank you to Mayor Clinesmith and the City of Horseshoe Bay for the opportunity to present this request. Phoenix Center requests funding to provide mental health care services for at risk children and families in Horseshoe Bay, Texas. Funds will be allocated to provide the highest level of mental health care to underserved children who are in crisis, such as victims of child abuse, family violence, and/or youth with suicidal ideation.

Children who have experienced trauma present unique and complex challenges for our community. However, these challenges can be mitigated and overcome through the evidence-based mental health care provided by the Phoenix Center.

By providing preventative and mental health care services in Horseshoe Bay, Texas, the Phoenix Center is directly addressing child safety, child abuse intervention, and substance abuse prevention.

I deeply appreciate your ongoing support of our mission and services. If you would like additional information or have any questions, please do not hesitate to contact me at sarah@phoenixtx.org or (830) 637-7848.

In gratitude,

Sarah Rosen Garrett, LCSW, RPT-S
Founder, Executive Director

MEMO

To: Stan Farmer
From: Rex Baker
Re: Charitable gift to Vet Drive program
Date: 2-8-13

I spoke with TML and this is what they say:

Donations & Gifts

The issue is not whether it is okay to make a donation or give a gift, but whether an expenditure of public money serves a valid public purpose. If it is purely a charitable donation, it is prohibited by the Texas Constitution. If it is an expenditure of public funds for the achievement of a legitimate public purpose, it is acceptable.

As a general rule, a gratuitous donation or gift by a city is prohibited by the Texas Constitution, art. III, §52, and art. XI, §3, which, in part, state that the legislature may not authorize any county, city, or other political subdivision of the state to lend its credit or grant public money or anything of value in aid of an individual, association or corporation. The purpose of these provisions is to prevent local governments from appropriating public money for private purposes.

However, the fact that private interests are *incidentally* benefited by a public expenditure does not invalidate an expenditure for a legitimate public purpose.[1] In other words, if a city determines that an expenditure accomplishes a valid public purpose, the fact that one or more individuals or corporations might benefit does not invalidate the expenditure. The key question is whether a valid public purpose is being *directly* accomplished by the expenditure. Numerous courts have been asked to invalidate or uphold particular expenditures based on whether a public purpose was being served.

The determination of whether a particular expenditure accomplishes a public purpose must be made by the city council. Some expenditures, such as those for street repair or police protection are easily deemed to serve a public purpose, while others, such as contributing to Meals on Wheels or Crimestoppers, are more difficult. Cities may not expend public funds simply to obtain for the community the general benefits resulting from the operation of the corporate enterprise.[2]

The council's determination as to public purpose is subject to judicial review. However, if the council goes on record recognizing the expenditure as a valid public purpose, the courts are not likely to overturn that determination. Courts are hesitant to second guess the legislative determinations of local governments. Accordingly, in the absence of fraud on the part of the

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[1] *Barrington v. Cokinos,* 338 S.W.2d 133, 161 (Tex. 1960).
[2] *City of Corpus Christi v. Bayfront Assoc., Ltd.*, 814 S.W.2d 98 (Tex. App.--Corpus Christi 1991, writ denied).

council, or a total lack of evidence that an expenditure serves a public purpose, a court is not apt to declare a particular city expenditure to be invalid.

Once a legitimate public purpose is identified, the city must consider whether contractual obligations or other forms of formal control are necessary in order for the council to ensure that the city receives its consideration -- the accomplishment of the public purpose.[3]

So, if the payment is couched as a charitable contribution, it is clearly not permitted. Also, one of the tests for the determination of a "public purpose" is the scope of the service. If it only involves a small number of its citizens (i.e number of vets that use the service vs. the total number of residents in HSB), then is probable is not broad enough to be a public purpose.

Rex

[3] Op. Tex. Att'y Gen. No. LO 94-008 (1994).

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

Re: Approval of the Public Funds for Public Purposes Subcommittee Recommendation of Denial for an Event Sponsorship from The Phoenix Center

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The Public Funds for Public Purposes City Council Subcommittee, consisting of Council Members Kent Graham and Jerry Gray, have reviewed a funding request from the Phoenix Center for a Sponsorship of their Masquerade Gala. The Phoenix Center serves local children in five underserved rural counties in Central Texas who have been victims of sexual abuse, physical abuse, neglect, or another form of trauma. The event will be held at the Horseshoe Bay Resort on February 8, 2020.

Although the Phoenix Center provides a much-needed service to the children of Central Texas, the Subcommittee is not recommending funding because it does not meet the definition of a "public service" benefiting the citizens of Horseshoe Bay, or a service that may be provided by cities.

The Subcommittee is recommending the city deny this request for funding.

Enclosures: **Funding Request**

From: Sarah Garrett <info@phoenixtx.org>
Sent: Wednesday, January 15, 2020 3:54 PM
To: sfarmer@horseshoe-bay-tx.gov
Subject: RSVP by Jan. 20... Live Music, Dancing & More!

Mardi Gras Gala Opportunities Inside

phoenix center

Join the Celebration!

Dear City of Horseshoe Bay,
Phoenix Center invites you to our annual Mardi Gras Gala! Please join us for our most anticipated event on Saturday, February 8, 2020, at Horseshoe Bay Resort.
The entire event has been generously underwritten! Every ticket, sponsorship, and auction item sale will directly benefit deserving children in need!
If you haven't already purchased your sponsorship or tickets, please purchase securely online here.
Also, stay tuned for "sneak peeks" of newly added auction items! Thank you for supporting our mission to provide the highest level of mental health care to every child and family.
I deeply appreciate your continued and generous support.

With heartfelt gratitude,

Sarah Garrett
Founder, Executive Director

Purchase Tickets or Sponsorship Here!

HORSESHOE BAY RESORT™

TEXAS HILL COUNTRY

Underwritten by Horseshoe Bay Resort.

If you will be unable to attend but would like to support our mission, please consider donating securely online below. Thank you.

Give to Children in Need!

"I don't know what my family would do without the Phoenix Center, they're my saving grace."

"Phoenix Center is a beacon towards healing, and a new life full of hope."

"My girls have learned to lift up their heads, pick up their talents, and let their dreams come back."

About Phoenix Center

Our mission is to inspire hope, health and healing by providing the highest level of care to every child and family through innovative trauma-informed therapy and education.

Phoenix Center is committed to meeting the need for high-quality, affordable mental health care for local children and families.

When children have experienced trauma or abuse, research shows early intervention is critical for long-term well-being and health. Through our services, children in need are able to access exemplary mental health services and ultimately thrive as individuals and families.

Our Programs

Phoenix Counseling: Research-based therapy services for children who have experienced trauma, including play therapy for children as young as 2 years-old

Children's Groups: Therapeutic children's groups which promote relaxation, coping, and social skills. We use innovative, trauma-informed methods such as music therapy, art therapy, yoga/mindfulness & animal-assisted therapy. Research shows these methods are developmentally appropriate and help a child's brain heal and grow.

Parenting Groups: Research-based parenting programs utilize evidence-based curricula with documented results. Groups are all provided at no cost and include school-based programs for pregnant teens and teen parents.

Camp Phoenix: Therapeutic camp sessions at Candlelight Ranch, including equine therapy and our own innovative therapeutic camp curriculum, found nowhere else.

Community Outreach & Collaborations: Innovative Trauma-Informed Care Trainings & community partnerships to meet the complex needs of children and families who have experienced trauma. Our partnership with MFISD allows us to serve more children in need today - before we construct our future facilities.

Read more about our programs & vision here.

www.phoenixtx.org | (830) 637-7848 | info@phoenixtx.org

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Sandra Nash, Assistant Planner

RE: Replat of a 5.29 Acre Tract of Annexed Land from One (1) Single Family Lot to Two (2) Single Family Lots to be Known as Meyer Sun Ray Plat No. 1.1 in the 800 Block of Sun Ray

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This is a request to replat a 5.29 acre tract of land annexed in 2017 in Zone 3 Horseshoe Bay West from 1 single family lot into 2 single family lots. The property is zoned R-1 Single Family Residential. The property is located one lot east of Sun Ray, with a 50 foot wide access easement to Sun Ray. It is located between Sun Ray and La Bonita in Escondido, with Lake LBJ access (the former Dillon property).

Staff has determined this application to be administratively complete for forwarding to City Council for review. Cuplin and Associates has been authorized by the owners of the property to act on their behalf.

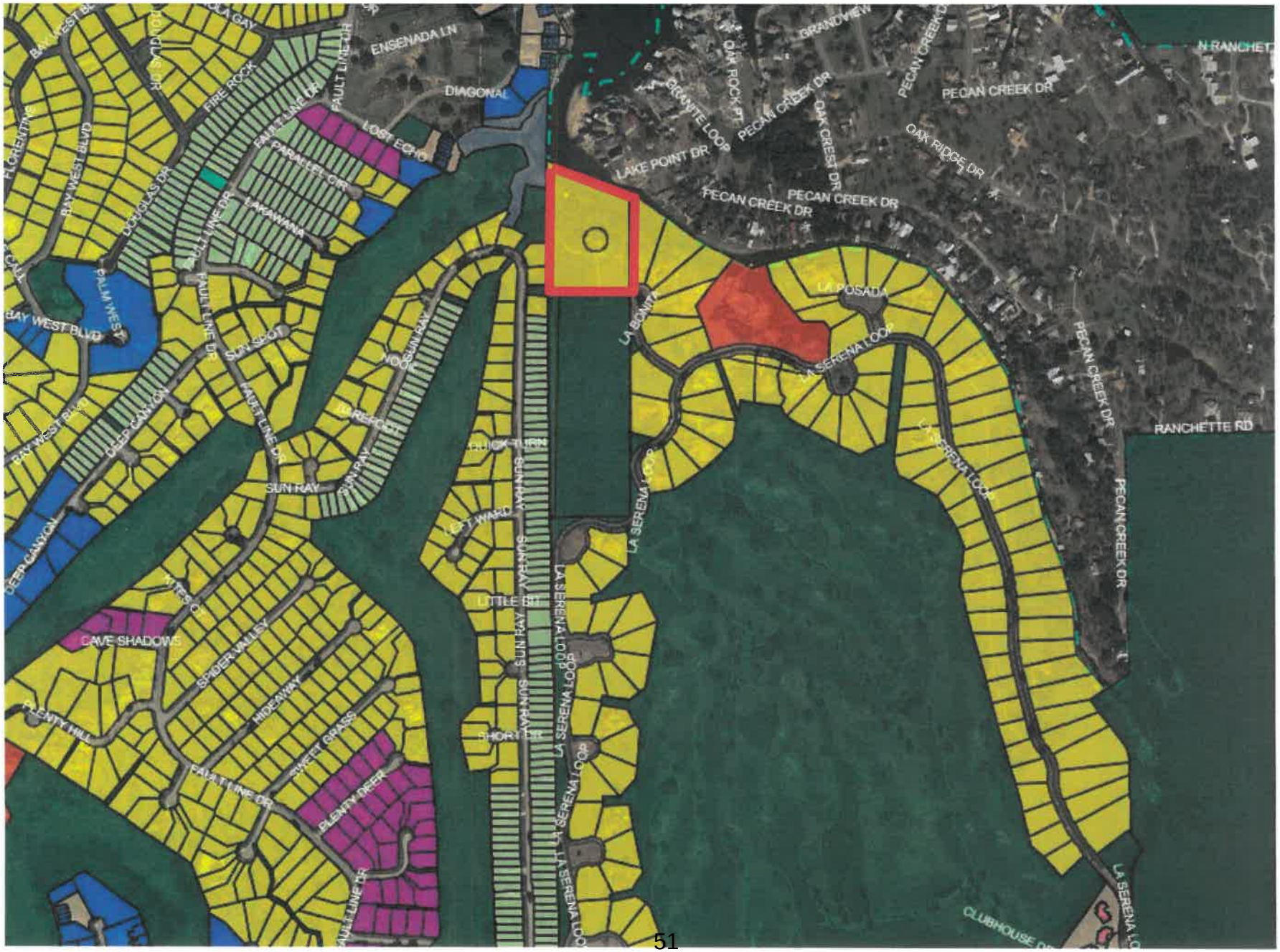
A copy of an aerial photograph, a Zoning Map, and a copy of the final replat are included in the Council's agenda packet. Original copies of the replat and all supporting information for this application are available for review in Development Services.

All Staff review comments have been addressed.

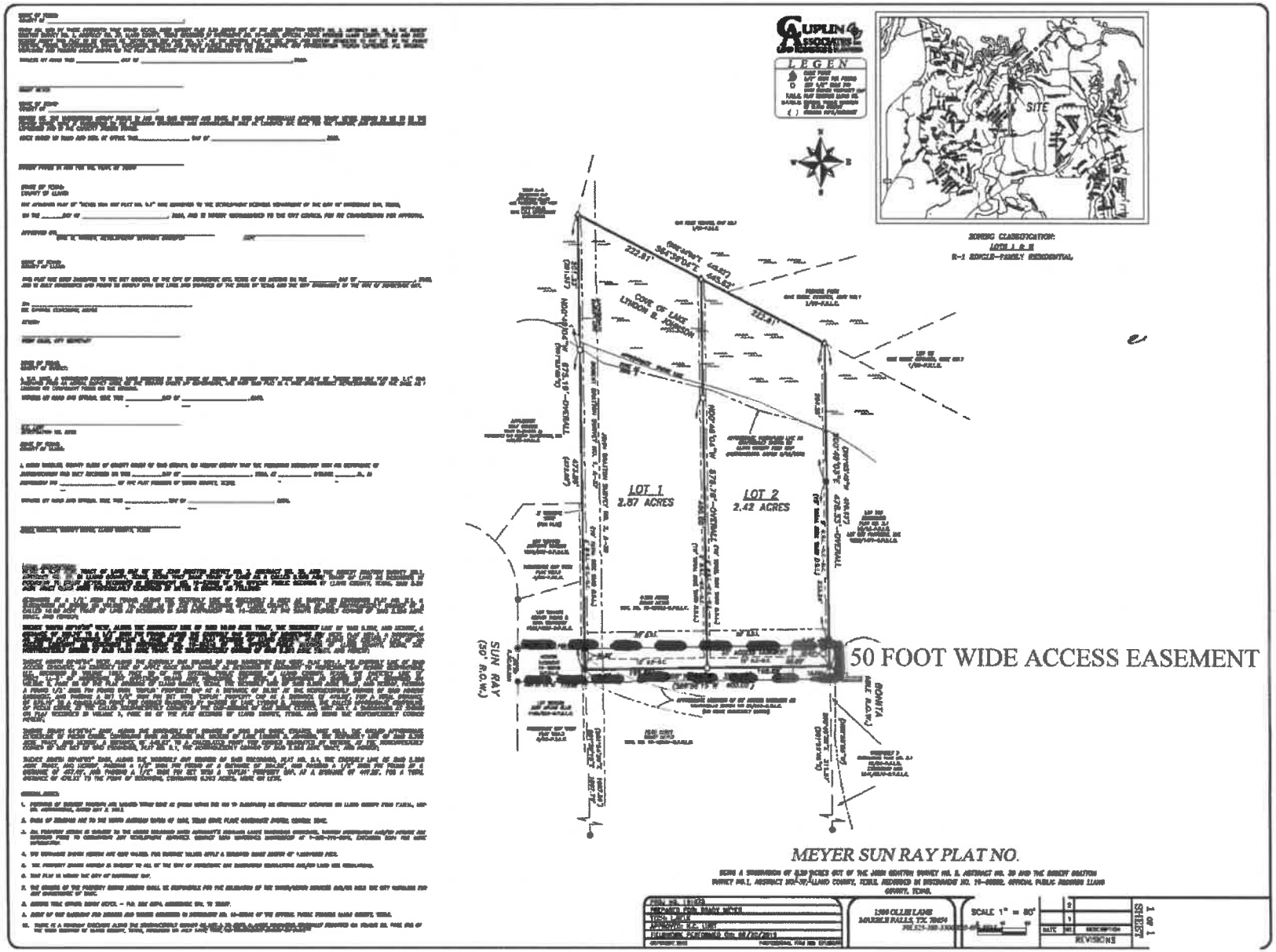
Enclosures: Aerial Photograph
Zoning Map
Final Replat

Meyer Sun Ray Plat No. 1.1
800 Block Sun Ray
Aerial Photo

Meyer Sun Ray Plat No. 1.1
800 Block Sun Ray
Zoning Map



Meyer Sun Ray Plat No. 1.1
800 Block Sun Ray
Replat



CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Department Heads

Re: Monthly Statistical Departmental Reports

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

Enclosures: Monthly Reports

CITY OF HORSESHOE BAY

FINANCE DEPARTMENT
MONTHLY FINANCIAL REPORT
AS OF DECEMBER 31, 2019

Cash Balance Report:

The total of all City accounts was $12,877,138.84. The large amount in the cash balance is due to the Bond Proceeds of $6,000,000 received in November. Interest earned on all accounts totaled $14,930.

Tax Collections:
The 2019 taxes collected as of December 31st totals $2,222,559 a collection rate of 49.61%, as compared to 50.64% collected at this same time last year.

Operating Budget Report:

All Budget Reports are as of October 1, 2019. For comparison purposes, the YTD budget percentage through December 31, 2019 was 25%.

ASSETS	As of 12/31/19	As of 11/30/19
DISBURSEMENT FUND	159,292.48	142,941.79
CASH DRAWERS - UTILITY	799.60	799.60
UTILITY FUND	189,483.07	279,853.07
PD SEIZURE FUND	8,946.59	8,945.12
ESCONDIDO PID FUND	78,963.61	91,941.46
GENERAL FUND	30,433.10	36,329.81
CASH DRAWER - MUNICIPAL COURT	350.00	350.00
FRIENDS OF THE FUCHS HOUSE	35,513.67	35,513.67
ESCONDIDO PID TRUSTEE-1245 FUND	417,251.90	335,214.09
ESCONDIDO PID TRUSTEE-1272 FUND	510,784.89	510,081.64
ESCONDIDO PID TRUSTEE-1307 FUND	262,215.72	254,579.75
ESCONDIDO PID TRUSTEE-1334 FUND	881.63	880.43
ESCONDIDO PID TRUSTEE-1352 FUND	107,519.51	107,371.46
TEXPOOL - GENERAL FUND	1,883,011.67	1,094,386.19
TEXPOOL - LLANO COUNTY MUD#1	0.00	0.00
TEXPOOL - CAPITAL PROJECT FUND	24,377.45	24,343.91
TEXPOOL - WASTEWATER TREATEMENT EXPANSION	5,627,704.51	6,010,301.92
TEXPOOL - GENERAL RESERVE FUND	2,506,901.22	2,503,451.20
TEXPOOL - SUMMIT ROCK PID FUND	109,658.79	49,154.12
TEXPOOL - INTEREST & SINKING	398,397.23	201,380.93
TEXPOOL - UTILITY FUND RESERVE	524,652.20	523,930.12
A/R - UTILITY BILLING	575,248.73	721,764.57
ALLOWANCE UNCOLLECTED ACCTS	(59,302.93)	(59,302.93)
A/R - NSF	(2,219.94)	(2,114.94)
A/R - STANDBY	16,245.35	16,245.35
ALLOWANCE UNCOLLECTED STANDBY	(2,818.58)	(2,818.58)
A/R CUSTOMERS	22,301.54	0.00
DUE FROM OTHER FUNDS	2,293.80	2,293.80
A/R - STATE SALES TAX	239,137.02	226,880.99
SUMMIT ROCK ASSESSMENTS RECEIVABLE - DELINQUENT	5,600.00	5,600.00
ESCONDIDO ASSESSMENTS RECEIVABLE - DELINQUENT	27,337.62	27,337.62
CAPITAL PROJECTS FUND	1,000.00	1,000.00
LIENS - CODE COMPLIANCE	42,490.28	42,490.28
A/R - TAXES	105,230.43	146,788.29
INTEREST RECEIVABLE - SUMMIT ROCK PID	124,966.06	124,966.06
NOTE RECEIVABLE - SUMMIT ROCK PID	4,205,953.78	4,205,953.78
LAND	606,468.23	606,468.23
BUILDING & IMPROVEMENTS	5,541,632.65	5,541,632.65
WATER SYSTEM	35,428,113.01	35,428,113.01
SEWER SYSTEM	7,724,762.61	7,724,762.61
DRAINAGE SYSTEM	1,442,098.96	1,442,098.96
STREETS	28,994,980.27	28,994,980.27
EQUIPMENT & MACHINERY	2,579,912.61	2,579,912.61
VEHICLES	2,666,420.67	2,725,022.68
OFFICE EQUIPMENT & FURNITURE	1,259,890.65	1,259,890.65
CAPITAL IMPROVEMENTS IN PROGRESS	466,752.45	466,752.45
ACCUMULATED DEPRECIATION	(33,260,288.15)	(29,941,689.30)
Total Assets	**71,631,345.96**	**74,496,779.39**

LIABILITIES AND NET ASSETS	As of 012/31/19	As of 11/30/19
ACCOUNTS PAYABLES	73,393.65	234,995.14
OTHER PAYABLES	3,786.89	3,786.89
ACCRUED LEAVE PAYABLE	197,233.50	197,233.50
FICA/MEDICARE PAYABLE	5.77	5.77
CITY INSURANCE PREMIUM	16,030.35	18,146.66
FIT WITHHOLDING PAYABLE	(5.61)	(5.61)
W/H INSURANCE POST TAX	10,932.97	7,691.43
W/H INSURANCE PRE-TAX	(22,657.08)	(16,317.97)
HSA ER CONTRIBUTION	(0.01)	(0.01)
EMPLOYEE DEDUCTION	0.00	1,075.38
401 (A) MONEY PURCHASE	-	1,188.60
401 (A) MATCH	-	1,255.13
LOT MOWING REFUND	(305.00)	(305.00)
DEFERRED REVENUE - STANDBY	13,481.37	13,481.37
DEFERRED REVENUE - GRINDER SALES	2,300.00	2,300.00
DEFERRED REVENUE - LCMUD #1	1,837.63	1,837.63
ESCONDIDO PAYABLE	5,922.20	5,922.20
2007 SERIES DUE IN ONE YEAR	380,000.00	380,000.00
NOTE PAYABLE 2007 - BANK OF AMERICA	3,665,000.00	3,665,000.00
NOTE PAYABLE 2014 - AMERICAN BANK	3,955,000.00	3,955,000.00
2014 SERIES PREMIUM	33,923.17	33,923.17
2016 SERIES PREMIUM	307,071.00	307,071.00
2011 SERIES CO PAYABLE	2,450,000.00	2,450,000.00
2011 SERIES DUE IN ONE YEAR	185,000.00	185,000.00
2016 SERIES CO PAYABLE	2,360,000.00	2,360,000.00
2016 SERIES DUE IN ONE YEAR	160,000.00	160,000.00
2014 SERIES DUE IN ONE YEAR	135,000.00	135,000.00
SALES TAX PAYABLE	7,021.93	7,001.72
ESCONDIDO ASSESSMENT PAYABLE	6,989.97	6,989.97
ACCRUED INTEREST PAYABLE CITY	124,966.06	124,966.06
DONATIONS - FIRE BOAT	11,175.00	11,175.00
DONATIONS - FUCHS HOUSE	35,112.35	35,112.35
DONATIONS - PICKLEBALL COURTS	5,171.04	5,171.04
OTHER PAYABLES	94.10	94.10
DUE TO UTILITY FUND	0.00	0.00
DUE TO GENERAL FUND	0.00	0.00
ADVANCE FROM UTILITY FUND	4,205,953.78	4,205,953.78
UNCLAIMED PROPERTY REFUND	3,394.84	3,394.84
TEMP METER DEPOSIT - COMMERICAL	3,461.56	3,461.56
SECURITY METER DEPOSITS	484,414.17	483,799.62
BUILDING PERMIT DEPOSITS - HISTORIC	159,998.83	159,998.83
BUILDING PERMIT DEPOSITS	103,682.05	116,251.10
DEVELOPMENT POLICY DEPOSITS	11,707.50	11,707.50
UTILITY OVERPAYMENTS	28,254.79	28,353.69
OMNI BASE FEE	66.55	46.33
COURT STATE FEE	8,935.80	7,422.46
COURT TIME PAYMENT FEE	1,552.92	1,552.92
COURT BOND ESCROW	2,705.34	2,705.34
CHILD SAFETY FEE	50.00	50.00
CHILD SEAT BELT	303.30	303.30
COLLECTION AGENCY FEE	(21.11)	(21.11)
2007 SERIES INTEREST	27,088.31	27,088.31
2011 SERIES INTEREST	10,933.13	10,933.13
2014 SERIES INTEREST	16,229.38	16,229.38
2016 SERIES INTEREST	11,150.00	11,150.00
PREMIUM AMORT	22,315.41	22,315.41

DEFERRED REVENUE - TAXES	105,230.43	146,788.29
ALLOWANCE FOR LIENS RECEIVABLE	42,490.28	42,490.28
DEFERRED INFLOWS - SUMMIT ROCK	5,600.00	5,600.00
DEFERRED INFLOWS - ESCONDIDO	27,337.62	27,337.62
CAPITAL INVESTMENT NET DEBT	7,577,678.16	7,577,678.16
DUE TO/FROM OTHER FUNDS	898.00	898.00
DUE TO/FROM OTHER FUNDS	2,395.49	2,395.49
FUND BALANCE	44,896,303.45	44,296,861.58
PRIOR PERIOD ADJUSTMENT	(6,913.50)	(6,913.50)
COURT TECHNOLOGY FUND	3,391.45	3,391.45
COURT SECURITY FUND	4,337.24	4,337.24
CHILD SAFETY FUND	6,013.94	6,013.94
PEG CHANNEL FEES FUND	42,007.81	42,007.81
Excess Revenues over Expenditures	(301,082.21)	2,941,401.12
Total Liabilities and Net Assets	**71,631,345.96**	**74,496,779.39**

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
REVENUES				
ADMINISTRATION	18,707.92	312,000.00	293,292.08	6.00%
WATER - PRODUCTION	988,592.69	4,536,050.00	3,547,457.31	21.79%
WASTEWATER - TREATMENT	6,753,389.39	9,303,000.00	2,549,610.61	72.59%
SOLID WASTE - RECYCLING	273,655.50	1,026,750.00	753,094.50	26.65%
STANDBY	-	750.00	750.00	0.00%
INTEREST INCOME	15,533.74	8,000.00	(7,533.74)	194.17%
TOTAL REVENUES	**8,049,879.24**	**15,186,550.00**	**7,136,670.76**	**53.01%**
EXPENDITURES				
ADMINISTRATION	528,702.69	2,217,750.00	1,689,047.31	23.84%
WATER - PRODUCTION	219,084.74	922,250.00	703,165.26	23.76%
WATER - DISTRIBUTION	196,295.57	1,004,250.00	807,954.43	19.55%
WASTEWATER - TREATMENT	91,468.21	469,750.00	378,281.79	19.47%
WASTEWATER - COLLECTION	301,316.31	1,296,000.00	994,683.69	23.25%
SOLID WASTE - RECYCLING	145,034.94	831,750.00	686,715.06	17.44%
DEBT SERVICE	-	1,498,750.00	1,498,750.00	0.00%
TOTAL EXPENDITURES	**1,481,902.46**	**8,240,500.00**	**6,758,597.54**	**17.98%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**6,567,976.78**	**6,946,050.00**	**378,073.22**	

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40180	OTHER INCOME	18,707.92	12,000.00	(6,707.92)	155.90%
40225	PID REVENUE - PROMISSORY NOTE	0.00	120,000.00	120,000.00	0.00%
40226	INTEREST REVENUE - SUMMIT ROCK PID	0.00	180,000.00	180,000.00	0.00%
Total 1000	ADMINISTRATION	18,707.92	312,000.00	293,292.08	6.00%
1001	WATER - PRODUCTION				
40110	WATER DISTRICT SERVICE FEES	812,411.49	3,932,500.00	3,120,088.51	20.66%
40111	WATER NON-DISTRICT SERVICE FEES	53,691.01	201,800.00	148,108.99	26.61%
40112	WATER TAP CONNECTION FEES	89,300.00	290,000.00	200,700.00	30.79%
40115	RECONNECTION FEES	1,100.00	7,500.00	6,400.00	14.67%
40117	PENALITIES	5,918.90	14,500.00	8,581.10	40.82%
40171	CC CONVENIENCE FEE	17,421.29	70,000.00	52,578.71	24.89%
40178	OTHER INCOME - LEASES	8,750.00	11,750.00	3,000.00	74.47%
40180	OTHER INCOME	0.00	6,000.00	6,000.00	0.00%
40185	MISCELLANEOUS PERMITS	0.00	2,000.00	2,000.00	0.00%
Total 1001	WATER - PRODUCTION	988,592.69	4,536,050.00	3,547,457.31	21.79%
2001	WASTEWATER - TREATMENT				
40117	PENALTIES	3,971.16	15,000.00	11,028.84	26.47%
40120	SEWER CUSTOMER SERVICE FEES	517,944.44	2,522,000.00	2,004,055.56	20.54%
40122	SEWER TAP CONNECTION FEES	74,127.28	260,000.00	185,872.72	28.51%
40124	SEWER SERVICE - COTTONWOOD SHORES	57,254.64	175,000.00	117,745.36	32.72%
40125	SEWER SERVICE - LCMUD#1	11,828.49	50,000.00	38,171.51	23.66%
40127	GRINDER SALES	84,272.72	280,000.00	195,727.28	30.10%
40180	OTHER INCOME	0.00	1,000.00	1,000.00	0.00%
40300	BOND PROCEEDS	6,003,990.66	6,000,000.00	(3,990.66)	100.07%
Total 2001	WASTEWATER - TREATMENT	6,753,389.39	9,303,000.00	2,549,610.61	72.59%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
3001	SOLID WASTE - RECYCLING				
40126	BRUSH DISPOSAL	3,177.33	14,000.00	10,822.67	22.70%
40130	GARBAGE FEES - COMMERICAL	45,764.66	132,250.00	86,485.34	34.60%
40135	GARBAGE FEES - RESIDENTIAL	224,611.19	880,000.00	655,388.81	25.52%
40180	OTHER INCOME	102.32	500.00	397.68	20.46%
Total 3001	SOLID WASTE - RECYCLING	273,655.50	1,026,750.00	753,094.50	26.65%
4000	STANDBY				
40140	PROPERTY TAX - STANDBY FEE	0.00	250.00	250.00	0.00%
40142	PENALTY & INTEREST - STANDBY	0.00	500.00	500.00	0.00%
Total 4000	STANDBY	0.00	750.00	750.00	0.00%
9900	INTEREST INCOME				
40220	INTEREST INCOME	15,533.74	8,000.00	(7,533.74)	194.17%
Total 9900	INTEREST INCOME	15,533.74	8,000.00	(7,533.74)	194.17%
Total 40000	**TOTAL REVENUES**	**8,049,879.24**	**15,186,550.00**	**7,136,670.76**	**53.01%**

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	109,088.70	482,750.00	373,661.30	22.60%
50411	OVERTIME	742.35	7,500.00	6,757.65	9.90%
50415	EMPLOYERS FICA EXPENSE	9,623.13	37,500.00	27,876.87	25.66%
50420	GROUP INSURANCE PREMIUM	22,123.42	77,750.00	55,626.58	28.45%
50430	401 (A) MONEY PURCHASE	8,556.54	33,000.00	24,443.46	25.93%
50432	401 (A) MATCH	6,076.72	24,000.00	17,923.28	25.32%
50505	PROFESSIONAL SERVICE	557.30	50,000.00	49,442.70	1.11%
50512	UTILITY BILLING	5,195.41	32,000.00	26,804.59	16.24%
50545	MAINTENANCE CONTRACTS	18,281.91	43,000.00	24,718.09	42.52%
50575	DUES, FEES, & SUBSCRIPTIONS	11,434.48	23,000.00	11,565.52	49.72%
50581	ELECTRICITY - RECYCLE CENTER	229.41	1,000.00	770.59	22.94%
50582	ELECTRICITY - WWTR	24,084.79	140,000.00	115,915.21	17.20%
50583	ELECTRICITY - WEST WATER PLANT	17,862.33	64,000.00	46,137.67	27.91%
50585	ELECTRICITY	1,249.61	6,500.00	5,250.39	19.22%
50586	ELECTRICITY - CENTRAL WATER PLANT	24,042.85	125,000.00	100,957.15	19.23%
50590	ENGINEERING FEES	26,920.88	55,000.00	28,079.12	48.95%
50593	TRAVEL, TRAINING, SCHOOL	5,116.18	55,000.00	49,883.82	9.30%
50596	EMPLOYEE AWARDS PROGRAM	0.00	750.00	750.00	0.00%
50598	WELLNESS PROGRAM	271.59	8,500.00	8,228.41	3.20%
50630	M & R - BUILDING	5,356.92	20,000.00	14,643.08	26.78%
50650	M & R - GROUNDS	7,954.99	32,500.00	24,545.01	24.48%
50753	CITY BANKING FEES	19,723.21	70,000.00	50,276.79	28.18%
50765	OTHER EXPENSE	851.36	9,000.00	8,148.64	9.46%
50775	POSTAGE	143.04	500.00	356.96	28.61%
50780	PRINTING - OFFICE SUPPLIES	5,918.68	21,000.00	15,081.32	28.18%
50810	COMMUNICATIONS	9,775.11	47,000.00	37,224.89	20.80%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50825	UNCOLLECTABLE ACCOUNTS	0.00	500.00	500.00	0.00%
50830	UNIFORMS	271.77	2,000.00	1,728.23	13.59%
50840	ADMINISTRATIVE FEES	187,250.01	749,000.00	561,749.99	25.00%
Total 1000	ADMINISTRATION	528,702.69	2,217,750.00	1,689,047.31	23.84%
1001	WATER - PRODUCTION				
50410	SALARIES & WAGES	41,252.80	203,250.00	161,997.20	20.30%
50411	OVERTIME	6,344.79	25,000.00	18,655.21	25.38%
50415	EMPLOYERS FICA EXPENSE	4,047.98	17,500.00	13,452.02	23.13%
50420	GROUP INSURANCE PREMIUM	9,991.74	46,250.00	36,258.26	21.60%
50430	401 (A) MONEY PURCHASE	2,720.27	13,250.00	10,529.73	20.53%
50432	401 (A) MATCH	1,997.77	9,500.00	7,502.23	21.03%
50535	BULK WATER PURCHASES	63,220.52	330,000.00	266,779.48	19.16%
50540	CHEMICALS / WATER	40,178.22	115,000.00	74,821.78	34.94%
50548	CONTRACT SERVICES	0.00	3,000.00	3,000.00	0.00%
50555	LAB EXPENSE	16,398.85	25,000.00	8,601.15	65.60%
50592	EQUIPMENT & SUPPLIES	696.18	4,500.00	3,803.82	15.47%
50595	FUEL & LUBRICATION	837.58	7,500.00	6,662.42	11.17%
50640	M & R - EQUIPMENT	1,108.43	6,000.00	4,891.57	18.47%
50675	M & R - PLANT	27,471.24	100,000.00	72,528.76	27.47%
50685	M & R - VEHICLES	2,155.73	4,000.00	1,844.27	53.89%
50765	OTHER EXPENSE	77.43	2,000.00	1,922.57	3.87%
50785	RENT - LEASE	0.00	3,000.00	3,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	224.75	4,000.00	3,775.25	5.62%
50830	UNIFORMS	360.46	3,500.00	3,139.54	10.30%
Total 1001	WATER - PRODUCTION	219,084.74	922,250.00	703,165.26	23.76%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
1002	WATER - DISTRIBUTION				
50410	SALARIES & WAGES	59,296.56	302,000.00	242,703.44	19.63%
50411	OVERTIME	7,260.04	41,500.00	34,239.96	17.49%
50415	EMPLOYERS FICA EXPENSE	5,617.61	26,250.00	20,632.39	21.40%
50420	GROUP INSURANCE PREMIUM	20,166.44	80,250.00	60,083.56	25.13%
50430	401 (A) MONEY PURCHASE	3,448.02	16,500.00	13,051.98	20.90%
50432	401 (A) MATCH	2,268.55	13,750.00	11,481.45	16.50%
50545	MAINTENANCE CONTRACTS	0.00	18,000.00	18,000.00	0.00%
50548	CONTRACT SERVICES	0.00	2,000.00	2,000.00	0.00%
50549	CONTRACT SERVICES - TAPS/NEW SRV	78,115.78	238,000.00	159,884.22	32.82%
50550	CONTRACT SERVICES - LEAK DETECT/GPS	0.00	17,000.00	17,000.00	0.00%
50592	EQUIPMENT & SUPPLIES	3,617.71	22,000.00	18,382.29	16.44%
50595	FUEL & LUBRICATION	1,976.43	16,000.00	14,023.57	12.35%
50640	M & R - EQUIPMENT	296.99	17,000.00	16,703.01	1.75%
50685	M & R - VEHICLES	1,901.60	10,000.00	8,098.40	19.02%
50725	M & R MATERIALS - LINES	3,628.30	47,000.00	43,371.70	7.72%
50726	STREET REPAIR - PAVING	0.00	20,000.00	20,000.00	0.00%
50730	M & R MATERIALS - WT TAP	7,171.11	60,000.00	52,828.89	11.95%
50755	METER EXPENSE - NEW SERVICE	0.00	45,000.00	45,000.00	0.00%
50765	OTHER EXPENSE	29.98	2,500.00	2,470.02	1.20%
50785	RENT - LEASE	180.00	1,500.00	1,320.00	12.00%
50800	SAFETY EQUIPMENT & SUPPLIES	0.00	4,000.00	4,000.00	0.00%
50830	UNIFORMS	1,320.45	4,000.00	2,679.55	33.01%
Total 1002	WATER - DISTRIBUTION	196,295.57	1,004,250.00	807,954.43	19.55%
2001	WASTEWATER - TREATMENT				
50410	SALARIES & WAGES	42,936.49	211,500.00	168,563.51	20.30%
50411	OVERTIME	6,603.76	35,000.00	28,396.24	18.87%
50415	EMPLOYERS FICA EXPENSE	4,213.81	18,750.00	14,536.19	22.47%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50420	GROUP INSURANCE PREMIUM	10,359.29	48,000.00	37,640.71	21.58%
50430	401 (A) MONEY PURCHASE	2,831.51	13,250.00	10,418.49	21.37%
50432	401 (A) MATCH	2,079.45	9,500.00	7,420.55	21.89%
50543	CHEMICALS / WW TREATMENT	2,214.50	16,000.00	13,785.50	13.84%
50548	CONTRACT SERVICES	0.00	8,000.00	8,000.00	0.00%
50555	LAB EXPENSE	4,228.22	15,000.00	10,771.78	28.19%
50592	EQUIPMENT & SUPPLIES	474.13	4,000.00	3,525.87	11.85%
50595	FUEL & LUBRICATION	1,934.82	8,000.00	6,065.18	24.19%
50640	M & R - EQUIPMENT	305.89	6,000.00	5,694.11	5.10%
50675	M & R - PLANT	10,520.47	40,000.00	29,479.53	26.30%
50685	M & R - VEHICLES	2,155.76	3,000.00	844.24	71.86%
50742	BIO SOLIDS - COMPOST	0.00	18,000.00	18,000.00	0.00%
50765	OTHER EXPENSE	77.42	1,000.00	922.58	7.74%
50785	RENT - LEASE	0.00	8,000.00	8,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	224.75	3,500.00	3,275.25	6.42%
50830	UNIFORMS	307.94	3,250.00	2,942.06	9.48%
Total 2001	WASTEWATER - TREATMENT	91,468.21	469,750.00	378,281.79	19.47%
2002	WASTEWATER - COLLECTION				
50410	SALARIES & WAGES	61,716.83	314,250.00	252,533.17	19.64%
50411	OVERTIME	7,556.37	41,500.00	33,943.63	18.21%
50415	EMPLOYERS FICA EXPENSE	5,847.70	27,250.00	21,402.30	21.46%
50420	GROUP INSURANCE PREMIUM	20,888.54	83,250.00	62,361.46	25.09%
50430	401 (A) MONEY PURCHASE	3,588.93	16,500.00	12,911.07	21.75%
50432	401 (A) MATCH	2,361.39	13,750.00	11,388.61	17.17%
50542	CHEMICALS / WW COLLECTION	3,949.11	13,500.00	9,550.89	29.25%
50548	CONTRACT SERVICES	0.00	2,000.00	2,000.00	0.00%
50549	CONTRACT SERVICES - TAPS/NEW SRV	78,115.78	238,000.00	159,884.22	32.82%
50550	CONTRACT SERVICE - LEAK DETECT/GPS	0.00	17,500.00	17,500.00	0.00%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50592	EQUIPMENT & SUPPLIES	11,867.19	22,000.00	10,132.81	53.94%
50595	FUEL & LUBRICATION	2,629.09	15,000.00	12,370.91	17.53%
50640	M & R - EQUIPMENT	296.96	12,000.00	11,703.04	2.47%
50645	M & R - GRINDER PUMP	16,524.60	110,000.00	93,475.40	15.02%
50646	GRINDER PURCHASES	46,323.42	195,000.00	148,676.58	23.76%
50670	M & R - LIFT STATION	25,490.37	32,000.00	6,509.63	79.66%
50685	M & R - VEHICLES	1,901.56	8,500.00	6,598.44	22.37%
50715	M & R MATERIALS - GP	6,396.09	70,000.00	63,603.91	9.14%
50725	M & R MATERIALS - LINES	4,384.54	32,000.00	27,615.46	13.70%
50726	STREET REPAIR - PAVING	0.00	20,000.00	20,000.00	0.00%
50765	OTHER EXPENSE	29.97	1,500.00	1,470.03	2.00%
50785	RENT - LEASE	180.00	2,000.00	1,820.00	9.00%
50800	SAFETY EQUIPMENT & SUPPLIES	0.00	4,000.00	4,000.00	0.00%
50830	UNIFORMS	1,267.87	4,500.00	3,232.13	28.17%
Total 2002	WASTEWATER - COLLECTION	301,316.31	1,296,000.00	994,683.69	23.25%
3001	SOLID WASTE - RECYCLING				
50410	SALARIES & WAGES	13,905.00	60,000.00	46,095.00	23.18%
50411	OVERTIME	157.50	500.00	342.50	31.50%
50415	EMPLOYERS FICA EXPENSE	1,138.49	4,750.00	3,611.51	23.97%
50420	GROUP INSURANCE PREMIUM	3,971.68	16,000.00	12,028.32	24.82%
50430	401 (A) MONEY PURCHASE	817.20	3,500.00	2,682.80	23.35%
50432	401 (A) MATCH	217.92	1,000.00	782.08	21.79%
50599	COMPACTOR SERVICE	1,300.00	10,000.00	8,700.00	13.00%
50600	GARBAGE SERVICE - COMMERCIAL	21,377.04	102,000.00	80,622.96	20.96%
50605	GARBAGE SERVICE - RESIDENTIAL	97,466.46	582,000.00	484,533.54	16.75%
50606	RECYCLING SERVICE	4,364.82	23,000.00	18,635.18	18.98%
50676	M & R - BRUSH SITE	318.83	24,000.00	23,681.17	1.33%
50785	RENT - LEASE	0.00	5,000.00	5,000.00	0.00%

CITY OF HORSESHOE BAY
01- UTILITY FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
Total 3001	SOLID WASTE - RECYCLING	145,034.94	831,750.00	686,715.06	17.44%
9994	DEBT SERVICE				
50515	2007 SERIES PRINCIPAL	0.00	395,000.00	395,000.00	0.00%
50516	2007 SERIES INTEREST	0.00	148,000.00	148,000.00	0.00%
50518	2011 SERIES INTEREST	0.00	80,500.00	80,500.00	0.00%
50520	2011 SERIES PRINCIPAL	0.00	190,000.00	190,000.00	0.00%
50521	2014 SERIES INTEREST	0.00	125,750.00	125,750.00	0.00%
50522	2014 SERIES PRINCIPAL	0.00	140,000.00	140,000.00	0.00%
50523	2016 SERIES INTEREST	0.00	86,000.00	86,000.00	0.00%
50524	2016 SERIES PRINCIPAL	0.00	165,000.00	165,000.00	0.00%
50527	2019 SERIES PRINCIPAL	0.00	10,000.00	10,000.00	0.00%
50528	2019 SERIES INTEREST	0.00	158,500.00	158,500.00	0.00%
Total 9994	DEBT SERVICE	0.00	1,498,750.00	1,498,750.00	0.00%
Total 50000	**TOTAL EXPENDITURES**	**1,481,902.46**	**8,240,500.00**	**6,758,597.54**	**17.98%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**6,567,976.78**	**6,946,050.00**	**378,073.22**	

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
REVENUES				
ADMINISTRATION	222,977.09	873,250.00	650,272.91	25.53%
FIRE	81,188.90	335,000.00	253,811.10	24.24%
EMERGENCY SERVICE DISTRICT	2,250.00	9,000.00	6,750.00	25.00%
TAX	2,224,808.34	6,754,000.00	4,523,191.66	32.94%
POLICE	5,049.00	30,000.00	24,951.00	16.83%
DEVELOPMENT SERVICES	81,453.10	238,500.00	157,046.90	34.15%
STREET MAINTENANCE	224,116.35	693,750.00	469,633.65	32.31%
MOWING & CLEARING	334,456.23	525,000.00	190,543.77	63.71%
INTEREST INCOME	16,114.26	100,000.00	83,885.74	16.11%
TOTAL REVENUES	**3,192,413.27**	**9,558,500.00**	**6,366,086.73**	**33.40%**
EXPENDITURES				
ADMINISTRATION	623,806.00	1,931,750.00	1,307,944.00	32.29%
TECHNICAL SERVICES	29,953.96	245,500.00	215,546.04	12.20%
FIRE	546,452.98	2,441,500.00	1,895,047.02	22.38%
POLICE	457,996.76	2,133,500.00	1,675,503.24	21.47%
ANIMAL CONTROL	78,026.36	216,000.00	137,973.64	36.12%
DEVELOPMENT SERVICES	171,038.77	679,250.00	508,211.23	25.18%
STREET MAINTENANCE	83,867.40	589,250.00	505,382.60	14.23%
MOWING & CLEARING	264,471.12	600,000.00	335,528.88	44.08%
TOTAL EXPENDITURES	**2,255,613.35**	**8,836,750.00**	**6,581,136.65**	**25.53%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**936,799.92**	**721,750.00**	**(215,049.92)**	

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40170	ADMINISTRATIVE FEES	187,250.01	749,000.00	561,749.99	25.00%
40180	OTHER INCOME	19,154.05	33,000.00	13,845.95	58.04%
40193	MUNICIPAL COURT REVENUE	1,423.55	10,500.00	9,076.45	13.56%
40194	TRAFFIC FINES	11,150.00	55,000.00	43,850.00	20.27%
40196	COURT TECHNOLOGY FEES	245.96	1,500.00	1,254.04	16.40%
40197	COURT SECURITY FEES	184.51	1,000.00	815.49	18.45%
40198	COLLECTION AGENCY REVENUE	2,415.30	12,500.00	10,084.70	19.32%
40199	WARRANT FEES	818.04	4,000.00	3,181.96	20.45%
40200	CHILD SAFETY FEE	335.67	6,750.00	6,414.33	4.97%
Total 1000	ADMINISTRATION	222,977.09	873,250.00	650,272.91	25.53%
5000	FIRE				
40180	OTHER INCOME	367.27	7,000.00	6,632.73	5.25%
40186	OTHER INCOME - DONATION	5,250.00	5,000.00	(250.00)	105.00%
40506	FIRE FIGHTING SERVICES	75,571.63	323,000.00	247,428.37	23.40%
Total 5000	FIRE	81,188.90	335,000.00	253,811.10	24.24%
6000	EMERGENCY SERVICE DISTRICT				
40191	LLANO COUNTY ESD #1 - RENT	2,250.00	9,000.00	6,750.00	25.00%
Total 6000	EMERGENCY SERVICE DISTRICT	2,250.00	9,000.00	6,750.00	25.00%
7000	TAX				
40160	PROPERTY TAX (M&O)	1,906,183.12	4,964,000.00	3,057,816.88	38.40%
40162	PENALTY & INTEREST (M&O)	3,128.95	32,000.00	28,871.05	9.78%
40163	MIXED BEVERAGE TAX	0.00	103,000.00	103,000.00	0.00%
40165	SALES TAX	315,485.17	1,421,000.00	1,105,514.83	22.20%
40166	PEC FRANCHISE FEE	0.00	180,000.00	180,000.00	0.00%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40167	TELEPHONE FRANCHISE FEE	0.00	7,000.00	7,000.00	0.00%
40180	OTHER INCOME	11.10	1,000.00	988.90	1.11%
40211	CABLE FRANCHISE FEE	0.00	40,000.00	40,000.00	0.00%
40213	PEG CHANNEL FEE REVENUE	0.00	6,000.00	6,000.00	0.00%
Total 7000	TAX	2,224,808.34	6,754,000.00	4,523,191.66	32.94%
8000	POLICE				
40175	INSUANCE PROCEEDS	0.00	2,000.00	2,000.00	0.00%
40180	OTHER INCOME	49.00	3,000.00	2,951.00	1.63%
40182	SALE OF PROPERTY	0.00	20,000.00	20,000.00	0.00%
40186	OTHER INCOME - DONATION	5,000.00	5,000.00	0.00	100.00%
Total 8000	POLICE	5,049.00	30,000.00	24,951.00	16.83%
9500	DEVELOPMENT SERVICES				
40180	OTHER INCOME	0.00	500.00	500.00	0.00%
40183	BUILDING PERMIT FEES	78,602.60	225,000.00	146,397.40	34.93%
40184	PLAT FEES	500.00	4,000.00	3,500.00	12.50%
40185	MISCELLANEOUS PERMITS	1,450.50	5,000.00	3,549.50	29.01%
40187	CONTRACTOR REGISTRATION	600.00	3,000.00	2,400.00	20.00%
40192	ZONING FEES	300.00	1,000.00	700.00	30.00%
Total 9500	DEVELOPMENT SERVICES	81,453.10	238,500.00	157,046.90	34.15%
9600	STREET MAINTENANCE				
40165	SALES TAX	52,563.49	236,750.00	184,186.51	22.20%
40206	THE HILLS POA	0.00	5,250.00	5,250.00	0.00%
40207	PECAN CREEK ASSOCIATION	0.00	4,000.00	4,000.00	0.00%
40208	APPLEHEAD POA	0.00	6,500.00	6,500.00	0.00%
40209	APPLEHEAD ISLAND POA	0.00	1,250.00	1,250.00	0.00%
40210	HORSESHOE BAY POA	168,352.86	430,000.00	261,647.14	39.15%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40212	MAILBOX FEE REVENUE	3,200.00	10,000.00	6,800.00	32.00%
Total 9600	STREET MAINTENANCE	224,116.35	693,750.00	469,633.65	32.31%
9800	MOWING & CLEARING				
40215	MOWING	334,456.23	500,000.00	165,543.77	66.89%
40216	CLEARING	0.00	25,000.00	25,000.00	0.00%
Total 9800	MOWING & CLEARING	334,456.23	525,000.00	190,543.77	63.71%
9900	INTEREST INCOME				
40220	INTEREST INCOME	16,114.26	100,000.00	83,885.74	16.11%
Total 9900	INTEREST INCOME	16,114.26	100,000.00	83,885.74	16.11%
Total 40000	**TOTAL REVENUES**	**3,192,413.27**	**9,558,500.00**	**6,366,086.73**	**33.40%**

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	131,541.22	594,500.00	462,958.78	22.13%
50411	OVERTIME	1,202.48	5,000.00	3,797.52	24.05%
50415	EMPLOYERS FICA EXPENSE	10,728.52	45,750.00	35,021.48	23.45%
50420	GROUP INSURANCE PREMIUM	25,396.62	115,500.00	90,103.38	21.99%
50430	401 (A) MONEY PURCHASE	8,347.18	34,250.00	25,902.82	24.37%
50432	401 (A) MATCH	6,930.29	29,500.00	22,569.71	23.49%
50435	UNEMPLOYMENT EXPENSE	0.00	5,000.00	5,000.00	0.00%
50500	ACCOUNTING & AUDITING EXPENSE	0.00	17,500.00	17,500.00	0.00%
50505	PROFESSIONAL SERVICE	14,035.86	45,000.00	30,964.14	31.19%
50506	ELECTION CONTRACTS	3,787.68	5,000.00	1,212.32	75.75%
50509	APPRAISAL DISTRICT FEES - BURNET	2,662.16	10,500.00	7,837.84	25.35%
50510	APPRAISAL DISTRICT FEES - LLANO	52,901.25	107,500.00	54,598.75	49.21%
50545	MAINTENANCE CONTRACTS	7,825.38	40,000.00	32,174.62	19.56%
50564	CODIFCATION	0.00	5,000.00	5,000.00	0.00%
50565	CITY COUNCIL EXPENSE	3,625.70	5,000.00	1,374.30	72.51%
50568	ADVISORY COMMITTEES	0.00	45,000.00	45,000.00	0.00%
50570	DISPATCH EXPENSE	26,150.10	111,000.00	84,849.90	23.56%
50575	DUES, FEES, & SUBSCRIPTIONS	17,912.79	35,000.00	17,087.21	51.18%
50585	ELECTRICITY	7,744.28	35,000.00	27,255.72	22.13%
50591	EOC TRAINING & SUPPLIES	0.00	5,000.00	5,000.00	0.00%
50593	TRAVEL, TRAINING, SCHOOL	19,226.70	75,000.00	55,773.30	25.64%
50596	EMPLOYEE AWARDS PROGRAM	70.00	1,000.00	930.00	7.00%
50597	SPECIAL EVENTS	568.58	7,000.00	6,431.42	8.12%
50598	WELLNESS PROGRAM	0.00	8,500.00	8,500.00	0.00%
50610	PROPERTY & LIABILITY INSURANCE	93,049.04	96,000.00	2,950.96	96.93%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50611	WORKERS' COMP INSURANCE	123,274.20	120,000.00	(3,274.20)	102.73%
50620	LEGAL EXPENSE	18,478.00	50,000.00	31,522.00	36.96%
50625	FIREWORKS	0.00	10,000.00	10,000.00	0.00%
50630	M & R - BUILDING	7,213.95	40,000.00	32,786.05	18.03%
50650	M & R - GROUNDS	5,225.98	15,000.00	9,774.02	34.84%
50753	CITY BANK FEES	228.35	4,000.00	3,771.65	5.71%
50765	OTHER EXPENSE	2,948.14	22,000.00	19,051.86	13.40%
50775	POSTAGE	1,199.18	5,000.00	3,800.82	23.98%
50780	PRINTING - OFFICE SUPPLIES	11,232.13	26,000.00	14,767.87	43.20%
50810	COMMUNICATIONS	12,275.24	37,000.00	24,724.76	33.18%
50820	CHILD SAFETY FUND EXPENSE	0.00	1,000.00	1,000.00	0.00%
50821	COURT TECHNOLOGY FUND EXPENSE	0.00	1,500.00	1,500.00	0.00%
50822	COURT SECURITY FUND EXPENSE	0.00	1,000.00	1,000.00	0.00%
50823	COLLECTION AGENCY FEES	0.00	12,500.00	12,500.00	0.00%
50824	WARRANT FEES	150.00	2,000.00	1,850.00	7.50%
50826	MUNICIPAL COURT JUDICIAL STAFF	7,650.00	30,750.00	23,100.00	24.88%
50841	CENTRAL TEXAS WATER COALITION	0.00	5,000.00	5,000.00	0.00%
50842	WORKFORCE NETWORK	0.00	10,000.00	10,000.00	0.00%
50866	TREE REMOVAL	0.00	2,500.00	2,500.00	0.00%
50867	GOLDEN NUGGET NATURE PARK	0.00	5,000.00	5,000.00	0.00%
50868	MARTIN PARK	225.00	5,000.00	4,775.00	4.50%
50870	FUCHS HOUSE PARK	0.00	5,000.00	5,000.00	0.00%
50871	MILFOIL TREATMENT	0.00	18,000.00	18,000.00	0.00%
50872	HIKING TRAIL PARK	0.00	5,000.00	5,000.00	0.00%
50873	LIGHTHOUSE PARK	0.00	15,000.00	15,000.00	0.00%
Total 1000	ADMINISTRATION	623,806.00	1,931,750.00	1,307,944.00	32.29%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
3000	TECHNICAL SERVICES				
50410	SALARIES & WAGES	18,735.20	131,500.00	112,764.80	14.25%
50415	EMPLOYERS FICA EXPENSE	1,684.37	10,000.00	8,315.63	16.84%
50420	GROUP INSURANCE PREMIUM	4,564.82	25,250.00	20,685.18	18.08%
50430	401 (A) MONEY PURCHASE	1,148.64	6,750.00	5,601.36	17.02%
50432	401 (A) MATCH	285.96	3,500.00	3,214.04	8.17%
50505	PROFESSIONAL SERVICE	0.00	3,500.00	3,500.00	0.00%
50545	MAINTENANCE CONTRACTS	1,500.00	42,250.00	40,750.00	3.55%
50575	DUES, FEES, & SUBSCRIPTIONS	1,574.25	11,250.00	9,675.75	13.99%
50592	EQUIPMENT & SUPPLIES	248.89	5,000.00	4,751.11	4.98%
50593	TRAVEL, TRAINING, SCHOOL	0.00	6,000.00	6,000.00	0.00%
50765	OTHER EXPENSE	0.00	250.00	250.00	0.00%
50830	UNIFORMS	211.83	250.00	38.17	84.73%
Total 3000	TECHNICAL SERVICES	29,953.96	245,500.00	215,546.04	12.20%
5000	FIRE				
50410	SALARIES & WAGES	345,138.16	1,492,250.00	1,147,111.84	23.13%
50411	OVERTIME	16,785.83	90,000.00	73,214.17	18.65%
50415	EMPLOYERS FICA EXPENSE	30,435.75	121,000.00	90,564.25	25.15%
50420	GROUP INSURANCE PREMIUM	78,699.65	322,250.00	243,550.35	24.42%
50430	401 (A) MONEY PURCHASE	24,270.95	97,250.00	72,979.05	24.96%
50432	401 (A) MATCH	18,030.46	75,000.00	56,969.54	24.04%
50505	PROFESSIONAL SERVICE	1,500.00	6,000.00	4,500.00	25.00%
50545	MAINTENANCE CONTRACTS	7,047.74	23,000.00	15,952.26	30.64%
50548	CONTRACT SERVICES	0.00	3,000.00	3,000.00	0.00%
50575	DUES, FEES, & SUBSCRIPTIONS	2,360.36	5,000.00	2,639.64	47.21%
50592	EQUIPMENT & SUPPLIES	596.85	40,000.00	39,403.15	1.49%
50593	TRAVEL, TRAINING, SCHOOL	2,742.94	35,000.00	32,257.06	7.84%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50594	FIRE PROTECTION GEAR	0.00	25,000.00	25,000.00	0.00%
50595	FUEL & LUBRICATION	2,544.48	17,000.00	14,455.52	14.97%
50598	WELLNESS PROGRAM	0.00	12,750.00	12,750.00	0.00%
50640	M & R - EQUIPMENT	3,599.23	17,500.00	13,900.77	20.57%
50685	M & R - VEHICLES	6,975.23	20,000.00	13,024.77	34.88%
50765	OTHER EXPENSE	4,195.38	12,500.00	8,304.62	33.56%
50775	POSTAGE	25.34	250.00	224.66	10.14%
50780	PRINTING - OFFICE SUPPLIES	300.41	2,000.00	1,699.59	15.02%
50800	SAFETY EQUIPMENT & SUPPLIES	777.62	4,000.00	3,222.38	19.44%
50811	TELECARE PROGRAM	42.00	750.00	708.00	5.60%
50829	PUBLIC SAFETY DONATIONS	0.00	5,000.00	5,000.00	0.00%
50830	UNIFORMS	384.60	15,000.00	14,615.40	2.56%
Total 5000	FIRE	546,452.98	2,441,500.00	1,895,047.02	22.38%
8000	POLICE				
50410	SALARIES & WAGES	304,975.26	1,462,500.00	1,157,524.74	20.85%
50411	OVERTIME	4,371.17	15,000.00	10,628.83	29.14%
50415	EMPLOYERS FICA EXPENSE	26,411.37	113,000.00	86,588.63	23.37%
50420	GROUP INSURANCE PREMIUM	48,384.43	206,000.00	157,615.57	23.49%
50430	401 (A) MONEY PURCHASE	20,628.40	88,750.00	68,121.60	23.24%
50432	401 (A) MATCH	15,786.35	71,000.00	55,213.65	22.23%
50548	CONTRACT SERVICES	8,851.75	18,000.00	9,148.25	49.18%
50575	DUES, FEES, & SUBSCRIPTIONS	6,477.79	10,000.00	3,522.21	64.78%
50592	EQUIPMENT & SUPPLIES	5,319.98	12,500.00	7,180.02	42.56%
50593	TRAVEL, TRAINING, SCHOOL	2,828.23	17,000.00	14,171.77	16.64%
50595	FUEL & LUBRICATION	5,176.79	45,000.00	39,823.21	11.50%
50615	CONTINGENCY - INVESTIGATION	0.00	6,000.00	6,000.00	0.00%
50616	JAIL EXPENSE	100.00	500.00	400.00	20.00%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50640	M & R - EQUIPMENT	0.00	3,000.00	3,000.00	0.00%
50685	M & R - VEHICLES	5,088.74	22,000.00	16,911.26	23.13%
50686	M & R - WEAPONS	0.00	5,500.00	5,500.00	0.00%
50760	MEDICAL	434.39	1,000.00	565.61	43.44%
50765	OTHER EXPENSE	284.73	5,000.00	4,715.27	5.69%
50775	POSTAGE	5.87	250.00	244.13	2.35%
50780	PRINTING - OFFICE SUPPLIES	2,246.95	9,500.00	7,253.05	23.65%
50800	SAFETY EQUIPMENT & SUPPLIES	0.00	5,000.00	5,000.00	0.00%
50829	PUBLIC SAFETY DONATIONS	119.22	5,000.00	4,880.78	2.38%
50830	UNIFORMS	505.34	12,000.00	11,494.66	4.21%
Total 8000	POLICE	457,996.76	2,133,500.00	1,675,503.24	21.47%
9000	ANIMAL CONTROL				
50410	SALARIES & WAGES	11,204.80	52,750.00	41,545.20	21.24%
50411	OVERTIME	301.95	2,500.00	2,198.05	12.08%
50415	EMPLOYERS FICA EXPENSE	956.37	4,250.00	3,293.63	22.50%
50420	GROUP INSURANCE PREMIUM	3,608.38	16,000.00	12,391.62	22.55%
50430	401 (A) MONEY PURCHASE	(279.44)	2,000.00	2,279.44	-13.97%
50432	401 (A) MATCH	(279.44)	2,000.00	2,279.44	-13.97%
50502	ANIMAL SHELTER	6,750.00	17,000.00	10,250.00	39.71%
50592	EQUIPMENT & SUPPLIES	693.83	1,000.00	306.17	69.38%
50593	TRAVEL, TRAINING, SCHOOL	217.94	500.00	282.06	43.59%
50595	FUEL & LUBRICATION	555.98	4,000.00	3,444.02	13.90%
50685	M & R - VEHICLES	85.50	2,000.00	1,914.50	4.28%
50765	OTHER EXPENSE	0.00	1,000.00	1,000.00	0.00%
50830	UNIFORMS	189.99	500.00	310.01	38.00%
50862	DEER MANAGEMENT	54,020.50	110,500.00	56,479.50	48.89%
Total 9000	ANIMAL CONTROL	78,026.36	216,000.00	137,973.64	36.12%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
9500	DEVELOPMENT SERVICES				
50410	SALARIES & WAGES	70,950.71	315,500.00	244,549.29	22.49%
50411	OVERTIME	0.00	1,500.00	1,500.00	0.00%
50415	EMPLOYERS FICA EXPENSE	5,943.22	24,250.00	18,306.78	24.51%
50420	GROUP INSURANCE PREMIUM	15,593.50	73,750.00	58,156.50	21.14%
50430	401 (A) MONEY PURCHASE	4,608.11	19,500.00	14,891.89	23.63%
50432	401 (A) MATCH	2,949.67	13,750.00	10,800.33	21.45%
50505	PROFESSIONAL SERVICE	39,850.00	145,000.00	105,150.00	27.48%
50545	MAINTENANCE CONTRACTS	3,942.28	6,500.00	2,557.72	60.65%
50575	DUES, FEES, & SUBSCRIPTIONS	546.43	12,000.00	11,453.57	4.55%
50592	EQUIPMENT & SUPPLIES	174.47	4,000.00	3,825.53	4.36%
50593	TRAVEL, TRAINING, SCHOOL	2,652.79	10,000.00	7,347.21	26.53%
50595	FUEL & LUBRICATION	265.37	1,000.00	734.63	26.54%
50685	M & R - VEHICLES	410.60	1,000.00	589.40	41.06%
50765	OTHER EXPENSE	0.00	1,500.00	1,500.00	0.00%
50777	ADVERTISEMENTS - NOTICES	96.00	5,000.00	4,904.00	1.92%
50780	PRINTING - OFFICE SUPPLIES	105.40	3,000.00	2,894.60	3.51%
50828	CODE ENFORCEMENT ACTIONS	22,455.00	40,000.00	17,545.00	56.14%
50830	UNIFORMS	495.22	2,000.00	1,504.78	24.76%
Total 9500	DEVELOPMENT SERVICES	171,038.77	679,250.00	508,211.23	25.18%
9600	STREET MAINTENANCE				
50410	SALARIES & WAGES	34,137.92	154,500.00	120,362.08	22.10%
50411	OVERTIME	0.00	250.00	250.00	0.00%
50415	EMPLOYERS FICA EXPENSE	2,903.86	11,750.00	8,846.14	24.71%
50420	GROUP INSURANCE PREMIUM	3,865.20	32,750.00	28,884.80	11.80%
50430	401 (A) MONEY PURCHASE	2,467.38	10,000.00	7,532.62	24.67%
50432	401 (A) MATCH	1,644.92	7,500.00	5,855.08	21.93%
50590	ENGINEERING FEES	0.00	7,500.00	7,500.00	0.00%

CITY OF HORSESHOE BAY
02-GENERAL FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50853	STREET STRIPING	0.00	10,000.00	10,000.00	0.00%
50854	STREET PATCHING CONTRACT	0.00	70,000.00	70,000.00	0.00%
50855	STREET PATCHING MATERIALS	0.00	50,000.00	50,000.00	0.00%
50856	DRAINAGE	0.00	45,000.00	45,000.00	0.00%
50857	TRAFFIC SIGN CONTRACT	2,728.00	12,500.00	9,772.00	21.82%
50858	TRAFFIC SIGN MATERIALS	241.86	7,500.00	7,258.14	3.22%
50859	LITTER CONTROL CONTRACT	10,920.00	50,000.00	39,080.00	21.84%
50860	MAILBOX MATERIALS	0.00	25,000.00	25,000.00	0.00%
50865	ROW MAINTENANCE	24,958.26	95,000.00	70,041.74	26.27%
Total 9600	STREET MAINTENANCE	83,867.40	589,250.00	505,382.60	14.23%
9800	MOWING & CLEARING				
50863	LOT MOWING	264,471.12	550,000.00	285,528.88	48.09%
50864	LOT CLEARING	0.00	50,000.00	50,000.00	0.00%
Total 9800	MOWING & CLEARING	264,471.12	600,000.00	335,528.88	44.08%
Total 50000	**TOTAL EXPENDITURES**	**2,255,613.35**	**8,836,750.00**	**6,581,136.65**	**25.53%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**936,799.92**	**721,750.00**	**(215,049.92)**	

CITY OF HORSESHOE BAY
07-CAPITAL STREET UPGRADE
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	EXPENDITURES				
9999					
50961-975	CONTRIBUTION TO RM 2147 IMPROVEMENTS	120,000.00	120,000.00	0.00	100.00%
50961-990	SEALCOATING	21,551.20	1,000,000.00	978,448.80	2.16%
50961-979	THE HILLS ROAD (CHIP SEAL ONLY)	0.00	80,000.00	80,000.00	0.00%
50961-980	TORY LANE & LOST RIVER	71,012.50	80,000.00	8,987.50	88.77%
Total 50000	**EXPENDITURES**	**212,563.70**	**1,280,000.00**	**1,067,436.30**	**16.61%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**212,563.70**	**1,280,000.00**	**1,067,436.30**	

CITY OF HORSESHOE BAY
08-DEBT SERVICE FUND
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	REVENUES				
7000	TAX				
40150	PROPERTY TAX (I&S)	316,375.82	822,186.00	505,810.18	38.48%
Total 7000	TAX	316,375.82	822,186.00	505,810.18	38.48%
9900	OTHER INCOME				
40220	INTEREST INCOME	723.74	4,500.00	3,776.26	16.08%
Total 9900	OTHER INCOME	723.74	4,500.00	3,776.26	16.08%
Total 40000	**TOTAL REVENUES**	**317,099.56**	**826,686.00**	**509,586.44**	**38.36%**
50000	EXPENDITURES				
9994	DEBT SERVICE				
50518	2011 SERIES INTEREST	0.00	126,819.00	126,819.00	0.00%
50520	2011 SERIES PRINCIPAL	0.00	295,000.00	295,000.00	0.00%
50521	2014 SERIES INTEREST	0.00	142,896.00	142,896.00	0.00%
50522	2014 SERIES PRINCIPAL	0.00	155,000.00	155,000.00	0.00%
50523	2016 SERIES INTEREST	0.00	24,250.00	24,250.00	0.00%
50524	2016 SERIES PRINCIPAL	0.00	95,000.00	95,000.00	0.00%
Total 9994	DEBT SERVICE	0.00	838,965.00	838,965.00	0.00%
Total 50000	**TOTAL EXPENDITURES**	**0.00**	**838,965.00**	**838,965.00**	**0.00%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**317,099.56**	**(12,279.00)**	**(329,378.56)**	

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	UTLITY FUND CAPITAL EXPENDITURES				
50955	**CAPITAL OUTLAY - MACHINE & EQUIPMENT**				
108	EMERGENCY BACKUP EAST VARIABLE FREQUENCY DRIVER	0.00	6,250.00	6,250.00	0.00%
109	NEW AIR CARD SYSTEM (MEMBRANE RACKS)	0.00	37,000.00	37,000.00	0.00%
110	WWTP EMERGENCY BACKUP PU,MP	0.00	5,000.00	5,000.00	0.00%
111	CWTP CHLORINE CONVERSION	0.00	70,000.00	70,000.00	0.00%
112	DITCH WITCH HX30 VACUUM SYSTEM	50,194.35	52,000.00	1,805.65	96.53%
113	TRENCHER IMPLEMENT FOR SKID STEER	0.00	6,000.00	6,000.00	0.00%
114	CARGO TRAILERS	0.00	8,000.00	8,000.00	0.00%
115	ROLLING 28 POLY PIPE FUSION MACHINE	0.00	31,000.00	31,000.00	0.00%
116	CONFINED SPACE HOIST SYSTEM	0.00	8,000.00	8,000.00	0.00%
023	WATER METER REPLACEMENT & AMI SYSTEM UPGRAD	0.00	120,000.00	120,000.00	0.00%
096	MEMBRANE FILTER RACK REPLACEMENT	115,097.00	120,000.00	4,903.00	95.91%
999	EMERGENCY EQUIPMENT REPLACEMENT	0.00	25,000.00	25,000.00	0.00%
50955	**CAPITAL OUTLAY - OFFICE EQUIPMENT & FURNITURE**				
117	SMART WATER SOFTWARE - CUSTOMER PORTAL INTERFACE	0.00	50,000.00	50,000.00	0.00%
50956	**CAPITAL OUTLAY - VEHICLES**				
118	REPLACE SERVICE TRUCKS (1)	0.00	25,000.00	25,000.00	0.00%
50968	**CAPITAL OUTLAY - SEWER LINE IMPROVEMENTS**				
082	SOUTH LIFT STATION REHABILITAION	0.00	70,000.00	70,000.00	0.00%
095	WASTEWATER RECLAMATION PLANT EXPANSION	721,916.42	5,000,000.00	4,278,083.58	14.44%
119	ZEBRA MUSSEL TREATMENT	0.00	350,000.00	350,000.00	0.00%
	TOTAL 01 - UTLITY FUND CAPITAL EXPENDITURES	**887,207.77**	**5,983,250.00**	**5,096,042.23**	**14.83%**

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
DECEMBER 2019

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	GENERAL FUND CAPITAL EXPENDITURES				
1000	**ADMINISTRATION**				
50955-999	EQUIPMENT REPLACEMENT	0.00	35,000.00	35,000.00	0.00%
50957-107	ENTERPRISE SOFTWARE - YEAR2	0.00	42,000.00	42,000.00	0.00%
Total 1000	ADMINISTRATION	0.00	77,000.00	77,000.00	0.00%
5000	**FIRE**				
50955-101	FIRE RESCUE BOAT	0.00	137,500.00	137,500.00	0.00%
50959-102	STORAGE SHED - FIRE STATION #1	0.00	15,000.00	15,000.00	0.00%
Total 5000	FIRE	0.00	152,500.00	152,500.00	0.00%
8000	**POLICE**				
50956-055	PURCHASE O F 3 PATROL UNITS W/ EQUIPMENT	0.00	90,000.00	90,000.00	0.00%
50959-103	WEST PARKING LOT EXPANSION	0.00	55,000.00	55,000.00	0.00%
50959-104	BUILDING VIDEO SYSTEM	19,250.00	20,000.00	750.00	96.25%
50959-105	MOBILE DATA TERMIALS (MDTS)	6,677.04	7,500.00	822.96	89.03%
Total 8000	POLICE	25,927.04	172,500.00	146,572.96	15.03%
9600	**STREET MAINTENANCE**				
50955-106	SAND/SALT SPREADER (2)	6,189.06	8,000.00	1,810.94	77.36%
7600	STREET MAINTENANCE	6,189.06	8,000.00	1,810.94	77.36%
	TOTAL 02 - GENERAL FUND CAPITAL EXPENDITURES	**32,116.10**	**410,000.00**	**377,883.90**	**7.83%**

COMMUNITY SERVICES DEPARTMENT DIRECTOR'S REPORT

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

Nov 9 – Dec 8 (Billing Cycle)	Dec-19	*Dec-18*
Water Produced:	**42.10** MG	***49.32*** *MG*
Known Leaks and Accounted Uses:	*4.710* MG	*5.978 MG*
Unknown Water Loss:	*2.36* MG	*4.84 MG*
Water Sold To Public:	**35.03** MG	***38.50*** *MG*
Maximum Daily Flow:	2.18 MG	*2.11 MG*
Average Daily Flow:	1.36 MG	*1.59 MG*
Total Water Production for Fiscal Year:	**192.32** MG	***169.44*** *MG*
*Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)**	87.8%	*87.6%*

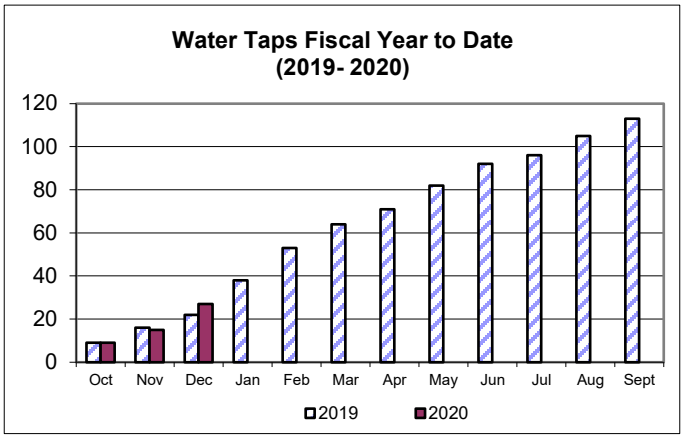
** Contract is based on calendar year, not fiscal year and excludes wholesale usage (Sandy Harbor, Oak Ridge and Deerhaven).*

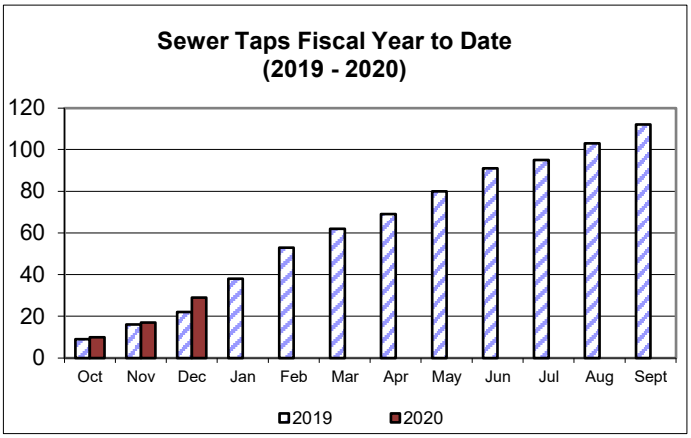
2019 Wastewater Treatment	Dec-19	*Dec-18*
Treated Wastewater:	**13.35** MG	***16.91*** *MG*
% Water Sold:	38%	*44%*
Maximum Daily Flow:	0.559 MG	*0.564 MG*
Average Daily Flow:	0.431 MG	*0.546 MG*
Total Wastewater Treated for Fiscal Year:	**41.54** MG	***50.40*** *MG*
Effluent Pumped to Golf Courses & Other Reuse Sites:	21.81 MG*	*7.15 MG*
Year-to-Date Percent of Water Sold :	26%	*38%*

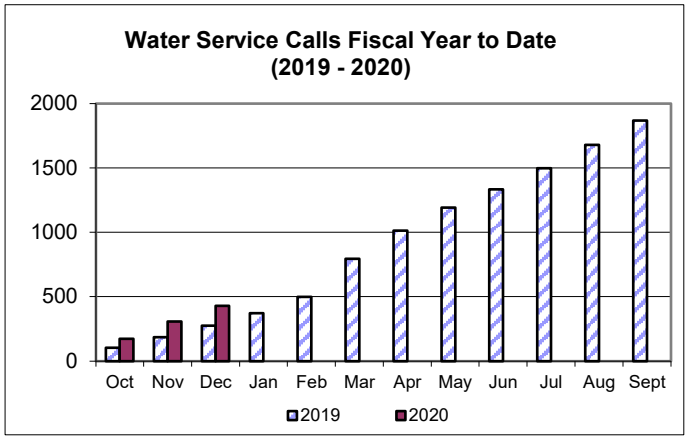
Average Wastewater Flow from Cottonwood Shores (for December 2019) was 49,000 gallons per day, which is 51% of the contract amount 96,000 gallons per day).

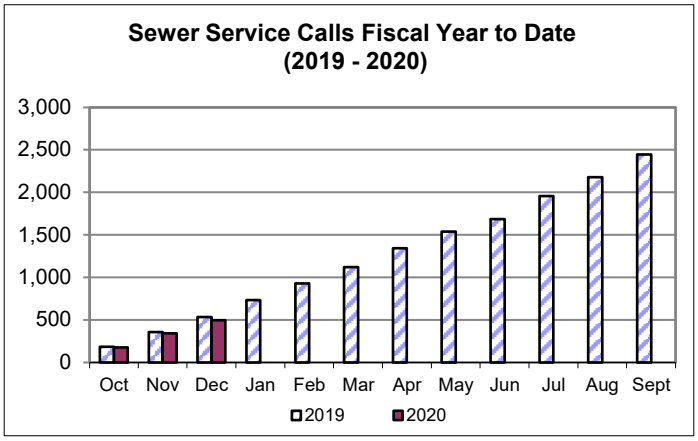
	O-19	N-18	D-19	J-20	F-20	M-20	A-20	M-20	J-20	J-20	A-20	S-20	YTD
Raw Water (MG)	**99.18**	**65.41**	**42.26**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***206.84***
Water Produced (MG)	**89.27**	**60.96**	**42.10**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***192.32***
Known Leaks And Accounted Uses (MG)	**6.90**	**4.57**	**4.71**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***16.18***
Water Loss (MG) *	**8.90**	**6.15**	**2.36**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***17.40***
*Water Loss %**	***10.0%***	***10.1%***	*5.6%*										***9.0%***
Water Sold (MG)	***73.47***	***50.24***	***35.03***	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***158.74***
Treated Wastewater (MG)	**13.60**	**14.59**	**13.35**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	***41.54***
Treated WW as % of W Sold	*19%*	*29%*	*38%*										***26%***
Outdoor Use Estimate	81%	71%	62%										***74%***

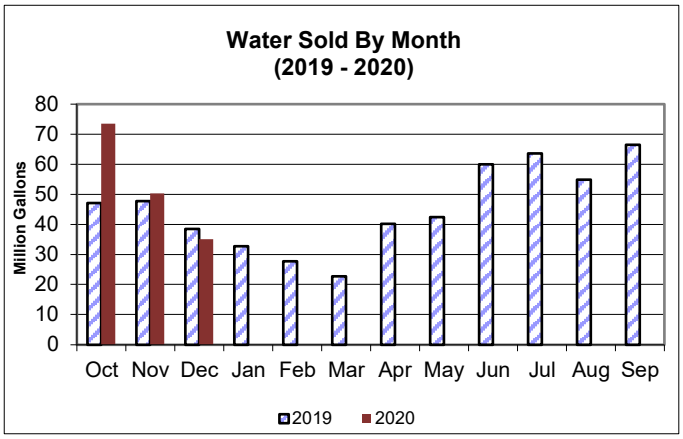
***West water production meter tested 92% accuracy in late Dec 2019. Meter was recalibrated in Dec. 2019.**

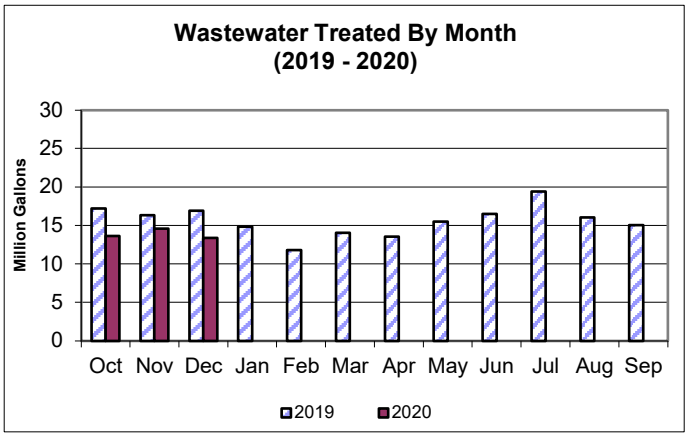




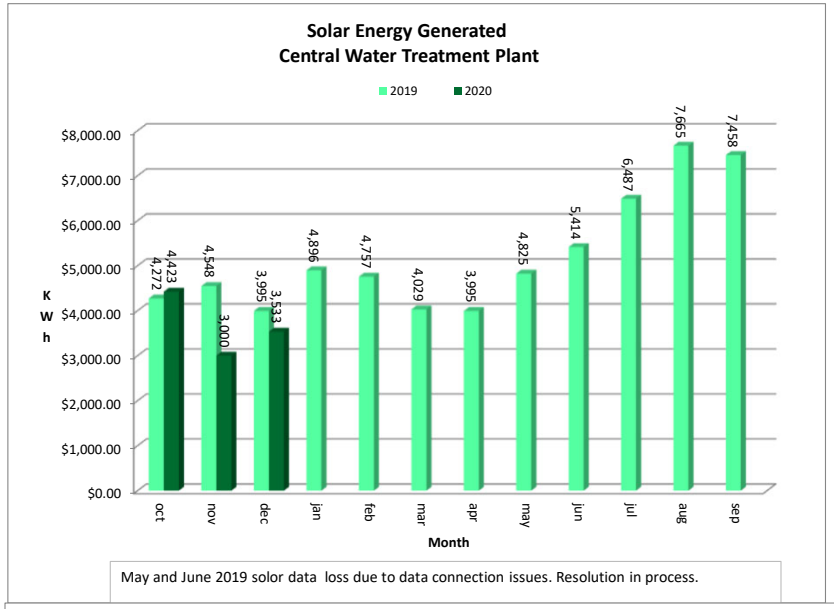




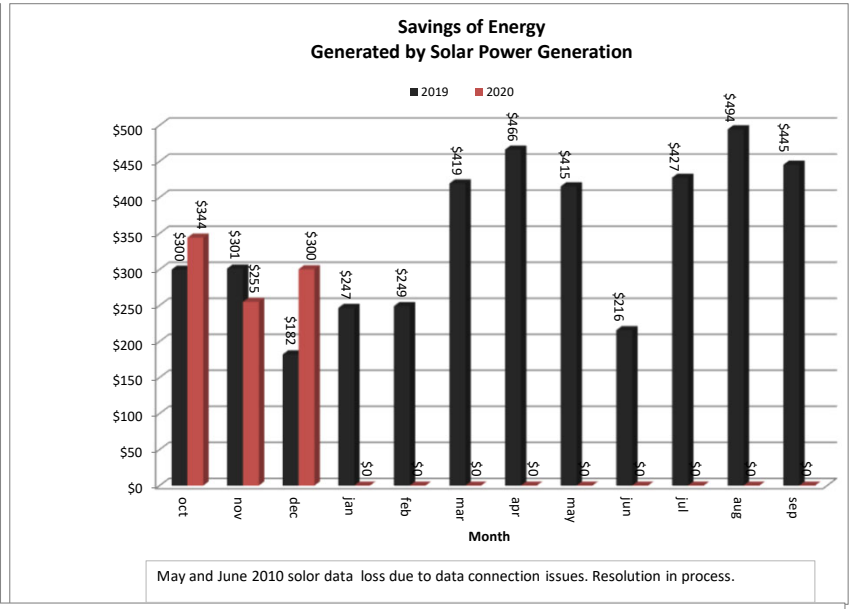




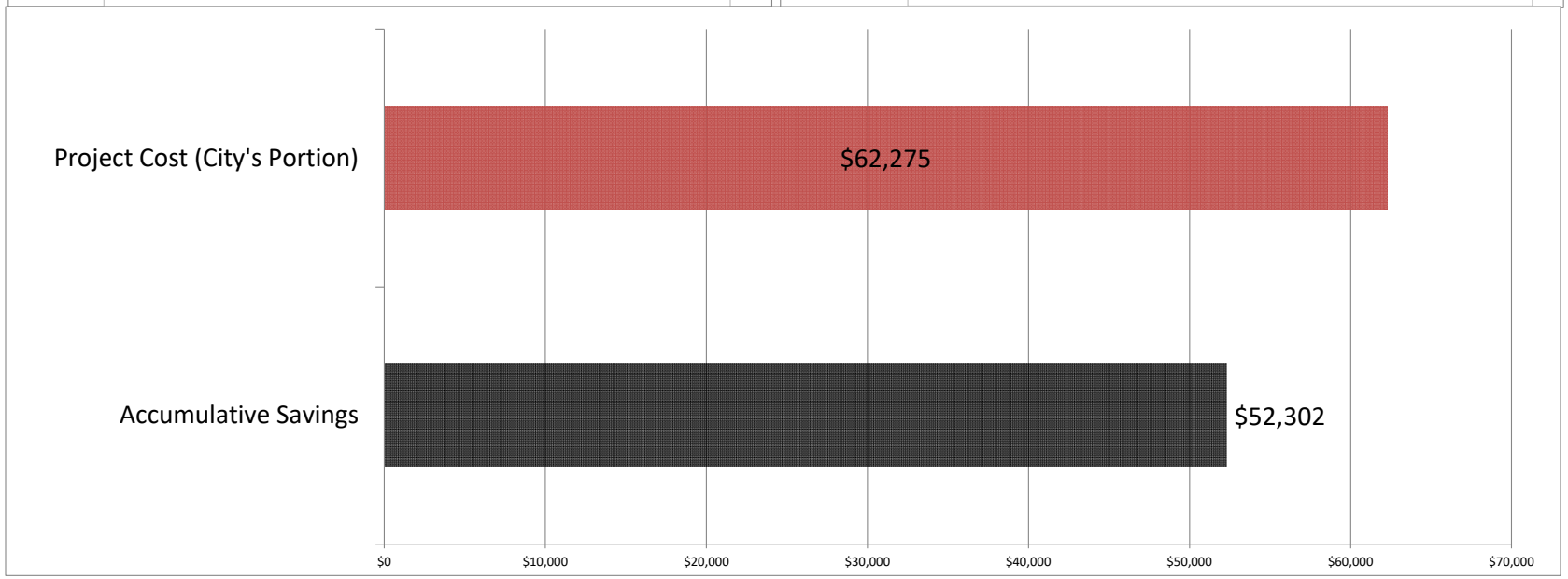
All Water Sold and Wastewater Treatment Sold is based the billing cycle and not calendar dates.

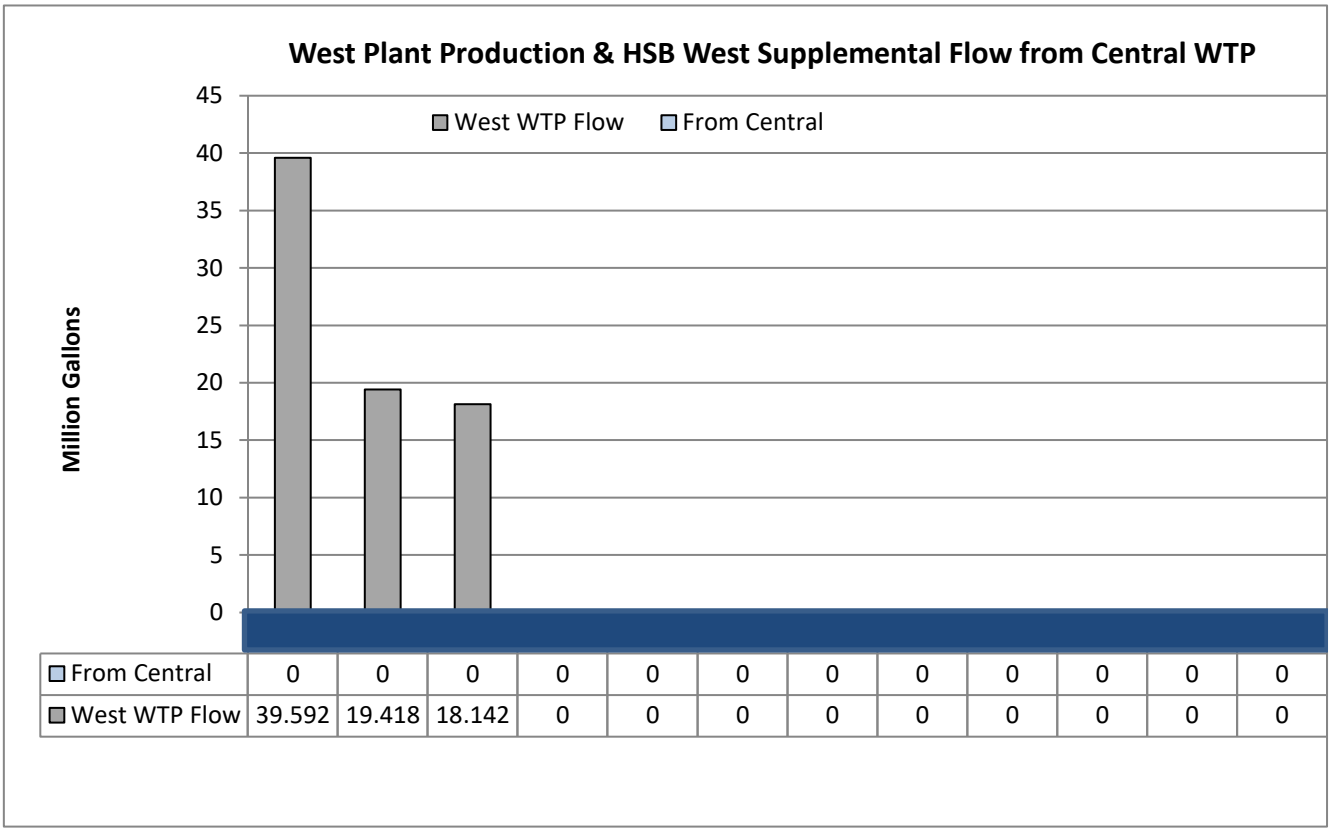


May and June 2019 solor data loss due to data connection issues. Resolution in process.

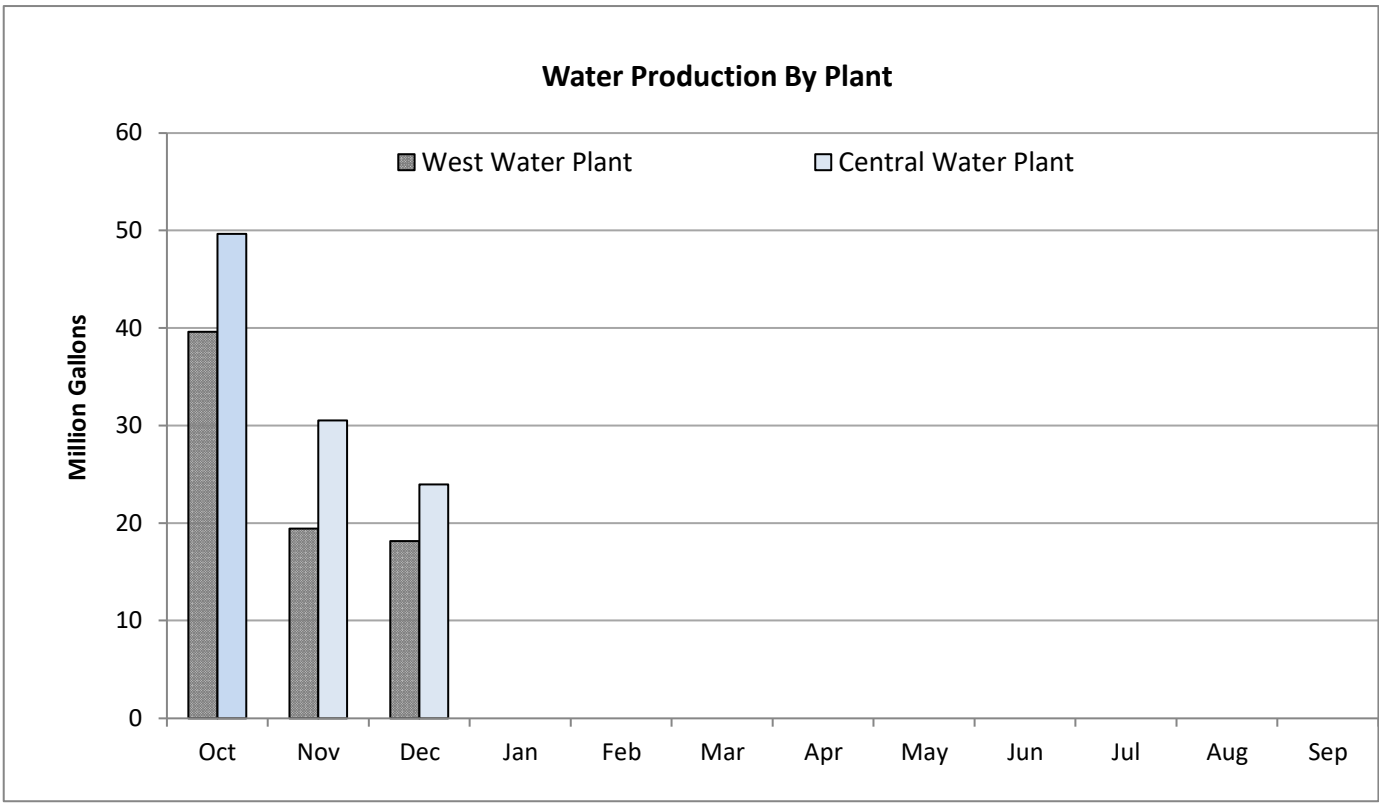


May and June 2010 solor data loss due to data connection issues. Resolution in process.





From Central	0	0	0	0	0	0	0	0	0	0	0	0
West WTP Flow	39.592	19.418	18.142	0	0	0	0	0	0	0	0	0



DEVELOPMENT SERVICES
DECEMBER 2019 ACTIVITY REPORT

Principal Activities:

1. DRC completed plan completeness reviews of the building plans for the Brixton at HSB nursing home, the Tuscan Village Amenity Center and the Phoenix Center's two buildings, and all except one of the two Phoenix Center buildings have been reviewed by ATS and denied.
2. DRC reviewed the Brixton nursing home site plan and utility construction plans; the Phoenix Center infrastructure plans; the resubmittal of the 12 unit duplex Lakeside Townhouse project; on-site utilities plans for The Parks at Horseshoe Bay; and the final draft of the Development Guide.
3. Presentation to Long Range Comprehensive Plan Advisory Committee regarding the FLUM and Zoning maps and answered questions along with new P&Z Chairman Brent Lane.
4. Attended the Board of Adjustment meeting at which they denied the request by Brendan and Meghan Jordan for a 6-unit townhouse project at 617 Hi Circle N.
5. Coordinated with Bryan Barrows regarding his removal of the non-conforming Lake Area Storage sign on Hwy. 71.
6. Dean Sharp, Rick Williams and I gave Mayor Clinesmith a tour of the Tuscan Village project and provided additional insight into challenges and issues.
7. Worked with Code Enforcement and Utilities regarding a Stop Work Order for the required relocation of the sewer line at the last phase of the Enclave.
8. After review by Tim Foran, Louis Feder of my staff, and I, I issued the Grade & Fill Permit for the Brixton at Horseshoe Bay nursing home.
9. Contacted Ashby Homes regarding the status of the Springfed Lakeside 12 unit duplex townhome project after no activity since 7/24/19, and they have since resubmitted their plans with responses to initial DRC comments.
10. Scheduled an ATS structural inspection of the deck between 105 Star #2 and #3, based on a previous ATS visual inspection.
11. Inspected a dump site on Deep Shadows with Code Enforcement Officer Ray Garcia and Code Compliance Officer Lewis Feder.

Other Activity:

1. Attended the Horseshoe Bay POA Season Kickoff.
2. Lewis Feder attended the Texas A&M class on zoning enforcement in Dallas.

Code Enforcement Officer Activities from 10/01/19 (Fiscal Year) To 12/31/19 Summary:

- Red Tags/Stop Work Orders Issued: 19
- Citations and Court Summons Issued: 44
- Certified Letters Sent: 20
- Total Vehicles Removed: 7
- Regular Letters Sent/Posted: 159
- Phone calls and letters for Yard Lights/Addresses: 4
- Development Services Director Minor Plats approved: 0

CITY OF HORSESHOE BAY

DEVELOPMENT SERVICES

December 2019 All Permit Activity Report

Applicant	Property	Permit Type	Applied Date	ATS Review Completed	Issued Date
Lake Country Homes	111 Rainbow	Residential/Single Family 2000-5000 sq ft	11/19/2019	11/25/2019	12/2/2019
JB REI, LLC	805 Mountain Leather	Residential/Single Family 2000-5000 sq ft	10/11/2019	10/18/2019	12/3/2019
Nick Wood	209 Dalton Circle	Residential/Single Family 2000-5000 sq ft	11/20/2019	12/2/2019	12/3/2019
Artisan Creative Homes, LLC	603 Sorrell Court	Remodel-Residential	11/20/2019	12/2/2019	12/3/2019
Marble Falls Spa & Pools	806 Fault Line Drive	Pool/Spa	11/21/2019	12/3/2019	12/5/2019
Marble Falls Spa & Pools	109 Starboard	Pool/Spa	11/22/2019	12/3/2019	12/5/2019
JS2 Partners, LLC	524 Lighthouse Drive	Roof/Re-Roof	11/21/2019	12/3/2019	12/6/2019
Artisan Creative Homes, LLC	1113 Powder Horn	Remodel-Residential	11/6/2019	12/6/2019	12/9/2019
BW Construction Company, LLC	400 Lighthouse Drive	Demolition Permit - Residential	11/22/2019		12/9/2019
Darlene Dube Hunter	2401 Clayton Nolen	Garage Sale Permit	12/9/2019		12/9/2019
Grandview Homes, LLC	101 Ruby Red	Residential/Single Family 2000-5000 sq ft	12/17/2018	12/20/2018	12/10/2019
Dirk Schlichting	1009 Horseshoe Bay Blvd Deck	Commercial-Structural	11/11/2019	11/20/2019	12/10/2019
Gotcher's Trace	0 TBD Erins Way	Grade and Fill	12/10/2019		12/10/2019
Nash Builders, LTD	312 Matern Court	Residential/Single Family 2000-5000 sq ft	10/1/2019	11/15/2019	12/12/2019
B & E Interests	102 Lampasas Court	Residential/Single Family 2000-5000 sq ft	11/21/2019	12/6/2019	12/12/2019
Sixtos A Aldape	105 Island Drive Unit D	Remodel-Residential	12/3/2019	12/11/2019	12/13/2019
Bellwether Company	500 Lighthouse Drive	Remodel - Residential 2000-5000sf	10/23/2019	11/8/2019	12/17/2019
Paradise Pools and Spas	105 Wilderness Drive East	Pool/Spa	12/9/2019	12/12/2019	12/17/2019
Finished Work Roofing	602 Fault Line Drive	Roof/Re-Roof	12/12/2019	12/17/2019	12/17/2019
Finished Work Roofing	327 Hideaway	Roof/Re-Roof	12/12/2019	12/17/2019	12/17/2019
Lighthouse Construction	122 Harbor Light	Remodel-Residential	12/10/2019		12/18/2019
Greg Frazier Bldg. Corp.	110 La Posada	Retaining Wall/Sea Wall/Bulkhead	12/11/2019	12/17/2019	12/18/2019
Lighthouse Construction	406 Rawhide	Roof/Re-Roof	12/12/2019	12/17/2019	12/18/2019
Voltaire, LLC	135 La Lucita	Residential/Single Family 2000-5000 sq ft	10/31/2019	11/7/2019	12/23/2019
Silverado Signature Homes	720 Mountain Dew	Residential/Single Family <2000 sq ft	12/3/2019	12/6/2019	12/23/2019
CSCB, Inc.	705 Hi Stirrup	Remodel-Residential	12/13/2019	12/23/2019	12/23/2019
Stephen Ramsey	300 Poker Chip Unit 17	Siding/Windows/Doors (Residential)	12/10/2019	12/16/2019	12/27/2019
Stephen Ramsey	307 Crestview Unit 10	Siding/Windows/Doors (Residential)	12/11/2019	12/16/2019	12/27/2019

CITY OF HORSESHOE BAY

3D Construction	104 Cove East (All Units)	Boathouse/Boat Dock	12/20/2019	12/27/2019	12/27/2019
Westway Custom Builders	831 Sun Ray	Retaining Wall/Sea Wall/Bulkhead	12/19/2019	12/23/2019	12/30/2019

Residential Permits	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
October	9*	2*	8	2	11	5
November	3	2	3	4	3	12
December	6*	11	4	7	13	8
January	3	5	5	12	8	
February	2	7	5	6	8	
March	2	1	13	9	9	
April	2	3	7	8	6	
May	7	10*	4	9	10*	
June	6	10*	2	4	5	
July	5	4	13	9	9	
August	4	3	6	12	4	
September	5*	6	10	11	6	
Yearly Total	**54**	**64**	**80**	**94**	**92**	**25**

*Indicates a permit was issued in the ETJ

Department Activity Report	December
Residential Plan Reviews submitted to ATS	3
New Residential Living Units Permitted	8
Total Plan Reviews	42
ATS Inspections	139
Garage Sale Permits Issued	1
Variances (Sign)	2
Mobile Homes	0
Plat/Replat (Incl. Minor Plats)	0
Planned Development	0
Amendments	0
Requests for information	609

Development Services
Residential Construction Site Tracking by *Permit Expiration Date*
12/31/2019

NO.	Note#	Address	Subdivision	Date Permit Issued	Permit Expires	Spec or Custom
1	*1*	409 Hi Circle North	Horseshoe Bay Proper	11/1/2017	5/1/2019	Custom
2	*2*	2807 Fault Line Drive	Horseshoe Bay West	1/3/2018	7/3/2019	Spec
3	*3*	132 Ensenada Lane	Horseshoe Bay West	3/9/2018	9/9/2019	Spec
4	*4*	303 Outcrop	Horseshoe Bay West	3/13/2018	9/13/2019	Spec
5	*5*	400 Matern Court	Matern Island	4/23/2018	10/23/2019	Custom
6		104 Hello	Horseshoe Bay West	7/6/2018	1/6/2020	Custom
7		102 Hello	Horseshoe Bay West	7/6/2018	1/6/2020	Custom
8		123 Boot Hill	Horseshoe Bay Proper	1/17/2018	1/17/2020	Custom
9		122 Rivalto Drive	Tuscan Village	1/24/2019	1/24/2020	Spec
10		109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
11		208 Tuscan Drive (Quadplex)	Enclave	8/1/2018	2/1/2020	Spec
12		300 Tuscan Drive (Quadplex)	Enclave	8/1/2018	2/1/2020	Spec
13		125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
14		146 Uplift	Horseshoe Bay West	9/6/2018	3/6/2020	Spec
15		150 Uplift	Horseshoe Bay West	9/6/2018	3/6/2020	Spec
16		311 Mayapple	Tuscan Village	9/14/2018	3/14/2020	Spec
17		149 Pinkerton Loop	Horseshoe Bay South	9/28/2018	3/28/2020	Custom
18		103 Alameda	Escondido	10/5/2018	4/5/2020	Custom
19		128-134 Rivalto Drive (Quadplex)	Tuscan Village	10/24/2018	4/24/2020	Spec
20		211 Cactus Corner	Horseshoe Bay West	11/19/2018	5/19/2020	Spec
21		107 White Dove	Horseshoe Bay West	12/4/2018	6/4/2020	Spec
22		2503 Diagonal	Horseshoe Bay West	12/11/2018	6/11/2020	Spec
23		168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
24		805 Apache Tears	Horseshoe Bay West	12/26/2018	6/26/2020	Custom
25		137 La Serena Loop	Escondido	12/27/2018	6/27/2020	Custom
26		103 Cove East	Horseshoe Bay Proper	1/11/2019	7/11/2020	Spec
27		510 Lighthouse Drive	Horseshoe Bay Proper	7/16/2018	7/16/2020	Custom
28		302 Hi Circle North	Horseshoe Bay Proper	1/17/2019	7/17/2020	Custom
29		114 Keel Way	Horseshoe Bay Proper	7/18/2018	7/18/2020	Spec
30		116 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
31		121 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
32		124 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
33		1105 Ponderosa Bend	Horseshoe Bay South	7/25/2019	7/25/2020	Spec
34		53 Applehead Island Drive	Applehead Island	2/4/2019	8/4/2020	Custom
35		101 Comanche Agate	Horseshoe Bay West	2/5/2019	8/5/2020	Custom
36		300 Broken Hills	Horseshoe Bay West	8/7/2018	8/7/2020	Custom
37		111 Rivalto Drive	Tuscan Village	2/15/2019	8/15/2020	Spec
38		1501 Hi Fault	Horseshoe Bay West	3/4/2019	9/4/2020	Spec
39		310 Mayapple	Tuscan Village	3/8/2019	9/8/2020	Spec
40		4 Applehead Island Drive	Applehead Island	3/18/2019	9/18/2020	Spec
41		107 Black Stallion	Horseshoe Bay West	3/22/2019	9/22/2020	Custom
42		608 Passion Flower	Summit Rock	3/22/2019	9/22/2020	Custom
43		901 Sun Ray	Horseshoe Bay West	3/27/2019	9/27/2020	Spec
44		117 Pink Mimosa	Summit Rock	4/5/2019	10/5/2020	Spec
45		107 Discreet	Applehead	4/9/2019	10/9/2020	Custom
46		403 Turquoise	Horseshoe Bay West	10/14/2019	10/14/2020	Custom
47		306 Big Spur	Horseshoe Bay Proper	4/15/2019	10/15/2020	Spec
48		705 Mountain Leather	Horseshoe Bay West	4/16/2019	10/16/2020	Custom
49		2004 Dew Drop	Horseshoe Bay South	10/16/2019	10/16/2020	Spec
50		105 Rainbow	Horseshoe Bay West	4/17/2019	10/17/2020	Custom

51	304 Eocene	Horseshoe Bay West	5/2/2019	11/2/2020	Spec
52	109 Starboard	Horseshoe Bay Proper	5/6/2019	11/6/2020	Spec
53	3505 Bay West Blvd	Applehead	5/6/2019	11/6/2020	Spec
54	200 Paintbrush	Summit Rock	5/6/2019	11/6/2020	Custom
55	196 Westgate Loop	Horseshoe Bay West	5/8/2019	11/8/2020	Spec
56	201 No Return	Horseshoe Bay Proper	11/15/2018	11/15/2020	Custom
57	105 Wilderness Drive East	Wilderness Cove	5/17/2019	11/17/2020	Custom
58	521 RR Unit 2831	The Hills	11/18/2019	11/18/2020	Custom
59	107 Azalea Court	Summit Rock	11/27/2019	11/27/2020	Spec
60	411 Free Rein	Horseshoe Bay Proper	5/28/2019	11/28/2020	Spec
61	104 Syncline	Horseshoe Bay West	6/7/2019	12/7/2020	Custom
62	1117 Hi Fault	Horseshoe Bay West	6/13/2019	12/13/2020	Spec
63	106 James Circle	Pecan Creek	6/17/2019	12/17/2020	Custom
64	720 Mountain Dew	Horseshoe Bay Proper	12/23/2019	12/23/2020	Spec
65	455 La Serena Loop	Escondido	12/26/2018	12/26/2020	Custom
66	901 Mountain Leather	Horseshoe Bay West	6/28/2019	12/28/2020	Spec
67	113 Pink Mimosa	Summit Rock	7/2/2019	1/2/2021	Custom
68	100 Lighthouse Drive	Horseshoe Bay Proper	1/9/2019	1/9/2021	Custom
69	132 Old West Way	The Hills	7/9/2019	1/9/2021	Custom
70	106 Buckeye	Horseshoe Bay West	7/15/2019	1/15/2021	Custom
71	1909 Fault Line	Horseshoe Bay West	7/15/2019	1/15/2021	Custom
72	506 Mountain Leather	Horseshoe Bay West	7/23/2019	1/23/2021	Spec
73	205 Dalton Circle	Horseshoe Bay Proper	7/25/2019	1/25/2021	Custom
74	620 Broken Hills	Horseshoe Bay West	7/29/2019	1/29/2021	Spec
75	117 Rivalto Drive	Tuscan Village	7/30/2019	1/30/2021	Spec
76	214 Buffalo Peak	Horseshoe Bay West	8/14/2019	2/14/2021	Spec
77	209 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
78	420 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
79	313 Hideaway	Horseshoe Bay West	9/3/2019	3/3/2021	Custom
80	314 Wennmohs Place	Horseshoe Bay West	3/5/2019	3/5/2021	Custom
81	115 Golden Harvest	Horseshoe Bay West	9/5/2019	3/5/2021	Custom
82	153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
83	105 Golden Sun	Horseshoe Bay West	9/16/2019	3/16/2021	Custom
84	205 Cat Canyon	Horseshoe Bay West	9/16/2019	3/16/2021	Spec
85	700 Gold Dust	Horseshoe Bay South	9/16/2019	3/16/2021	Spec
86	1149 Apache Tears	Horseshoe Bay West	9/30/2019	3/30/2021	Custom
87	402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec
88	132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
89	304 Plenty Deer	Horseshoe Bay West	10/16/2019	4/16/2021	Custom
90	804 Apache Tears	Horseshoe Bay West	11/5/2019	5/5/2021	Custom
91	308 Wennmohs Place	Horseshoe Bay West	11/7/2019	5/7/2021	Custom
92	1203 Hi Mesa	Horseshoe Bay Proper	11/11/2019	5/11/2021	Custom
93	707 Fault Line	Horseshoe Bay West	11/12/2019	5/12/2021	Custom
94	324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
95	114 Delfino Place	Tuscan Village	11/15/2019	5/15/2021	Custom
96	218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
97	104 Azalea Court	Summit Rock	11/27/2019	5/27/2021	Spec
98	106 Azalea Court	Summit Rock	11/27/2019	5/27/2021	Spec
99	114 Azalea Loop	Summit Rock	11/27/2019	5/27/2021	Spec
100	111 Rainbow	Horseshoe Bay West	12/2/2019	6/2/2021	Custom
101	805 Mountain Leather	Horseshoe Bay West	12/3/2019	6/3/2021	Spec
102	209 Dalton Circle	Horseshoe Bay Proper	12/3/2019	6/3/2021	Custom
103	101 Ruby Red	Horseshoe Bay West	12/10/2019	6/10/2021	Spec
104	312 Matern Court	Matern Island	12/12/2019	6/12/2021	Custom
105	102 Lampasas Court	Pecan Creek	12/12/2019	6/12/2021	Spec
106	135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom

107	217 Plenty Hills	Horseshoe Bay West	8/28/2019	8/28/2021	Custom
108	425 Lighthouse Drive	Horseshoe Bay Proper	11/11/2019	11/11/2021	Custom

Custom	Spec	Total
56	52	108

NOTE #

1 3rd Repermit granted by City Council at 12/10/19 Meeting, expires 2/23/2020.

2 3rd Repermit granted by City Council at 12/10/19 Meeting, expires 3/3/2020.

3 2nd Repermit expires 1/7/2020, Contractor notified of 3rd repermit process.

4 Several outstanding Code Compliance issues and violations at this site. Enforcement actions being taken. Contractor on 90 day probation

5 1st Repermit Expired on 12/22/19. Contractor notified, will come in to pay 2nd Repermit Fee.

Development Services
Residential Construction Site Tracking by *Subdivision*
12/31/2019

NO.	Note#	Address	Subdivision	Date Permit Issued	Permit Expires	Spec or Custom
45		107 Discreet	Applehead	4/9/2019	10/9/2020	Custom
53		3505 Bay West Blvd	Applehead	5/6/2019	11/6/2020	Spec
96		218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
34		53 Applehead Island Drive	Applehead Island	2/4/2019	8/4/2020	Custom
40		4 Applehead Island Drive	Applehead Island	3/18/2019	9/18/2020	Spec
11		208 Tuscan Drive (Quadplex)	Enclave	8/1/2018	2/1/2020	Spec
12		300 Tuscan Drive (Quadplex)	Enclave	8/1/2018	2/1/2020	Spec
10		109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
18		103 Alameda	Escondido	10/5/2018	4/5/2020	Custom
23		168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
25		137 La Serena Loop	Escondido	12/27/2018	6/27/2020	Custom
65		455 La Serena Loop	Escondido	12/26/2018	12/26/2020	Custom
106		135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom
1	*1*	409 Hi Circle North	Horseshoe Bay Proper	11/1/2017	5/1/2019	Custom
8		123 Boot Hill	Horseshoe Bay Proper	1/17/2018	1/17/2020	Custom
26		103 Cove East	Horseshoe Bay Proper	1/11/2019	7/11/2020	Spec
27		510 Lighthouse Drive	Horseshoe Bay Proper	7/16/2018	7/16/2020	Custom
28		302 Hi Circle North	Horseshoe Bay Proper	1/17/2019	7/17/2020	Custom
29		114 Keel Way	Horseshoe Bay Proper	7/18/2018	7/18/2020	Spec
47		306 Big Spur	Horseshoe Bay Proper	4/15/2019	10/15/2020	Spec
52		109 Starboard	Horseshoe Bay Proper	5/6/2019	11/6/2020	Spec
56		201 No Return	Horseshoe Bay Proper	11/15/2018	11/15/2020	Custom
60		411 Free Rein	Horseshoe Bay Proper	5/28/2019	11/28/2020	Spec
64		720 Mountain Dew	Horseshoe Bay Proper	12/23/2019	12/23/2020	Spec
68		100 Lighthouse Drive	Horseshoe Bay Proper	1/9/2019	1/9/2021	Custom
73		205 Dalton Circle	Horseshoe Bay Proper	7/25/2019	1/25/2021	Custom
92		1203 Hi Mesa	Horseshoe Bay Proper	11/11/2019	5/11/2021	Custom
102		209 Dalton Circle	Horseshoe Bay Proper	12/3/2019	6/3/2021	Custom
108		425 Lighthouse Drive	Horseshoe Bay Proper	11/11/2019	11/11/2021	Custom
17		149 Pinkerton Loop	Horseshoe Bay South	9/28/2018	3/28/2020	Custom
33		1105 Ponderosa Bend	Horseshoe Bay South	7/25/2019	7/25/2020	Spec
49		2004 Dew Drop	Horseshoe Bay South	10/16/2019	10/16/2020	Spec
85		700 Gold Dust	Horseshoe Bay South	9/16/2019	3/16/2021	Spec
2	*2*	2807 Fault Line Drive	Horseshoe Bay West	1/3/2018	7/3/2019	Spec
3	*3*	132 Ensenada Lane	Horseshoe Bay West	3/9/2018	9/9/2019	Spec
4	*4*	303 Outcrop	Horseshoe Bay West	3/13/2018	9/13/2019	Spec
6		104 Hello	Horseshoe Bay West	7/6/2018	1/6/2020	Custom
7		102 Hello	Horseshoe Bay West	7/6/2018	1/6/2020	Custom
14		146 Uplift	Horseshoe Bay West	9/6/2018	3/6/2020	Spec
15		150 Uplift	Horseshoe Bay West	9/6/2018	3/6/2020	Spec
20		211 Cactus Corner	Horseshoe Bay West	11/19/2018	5/19/2020	Spec
21		107 White Dove	Horseshoe Bay West	12/4/2018	6/4/2020	Spec
22		2503 Diagonal	Horseshoe Bay West	12/11/2018	6/11/2020	Spec
24		805 Apache Tears	Horseshoe Bay West	12/26/2018	6/26/2020	Custom
35		101 Comanche Agate	Horseshoe Bay West	2/5/2019	8/5/2020	Custom
36		300 Broken Hills	Horseshoe Bay West	8/7/2018	8/7/2020	Custom
38		1501 Hi Fault	Horseshoe Bay West	3/4/2019	9/4/2020	Spec
41		107 Black Stallion	Horseshoe Bay West	3/22/2019	9/22/2020	Custom
43		901 Sun Ray	Horseshoe Bay West	3/27/2019	9/27/2020	Spec
46		403 Turquoise	Horseshoe Bay West	10/14/2019	10/14/2020	Custom

48		705 Mountain Leather	Horseshoe Bay West	4/16/2019	10/16/2020	Custom
50		105 Rainbow	Horseshoe Bay West	4/17/2019	10/17/2020	Custom
51		304 Eocene	Horseshoe Bay West	5/2/2019	11/2/2020	Spec
55		196 Westgate Loop	Horseshoe Bay West	5/8/2019	11/8/2020	Spec
61		104 Syncline	Horseshoe Bay West	6/7/2019	12/7/2020	Custom
62		1117 Hi Fault	Horseshoe Bay West	6/13/2019	12/13/2020	Spec
66		901 Mountain Leather	Horseshoe Bay West	6/28/2019	12/28/2020	Spec
70		106 Buckeye	Horseshoe Bay West	7/15/2019	1/15/2021	Custom
71		1909 Fault Line	Horseshoe Bay West	7/15/2019	1/15/2021	Custom
72		506 Mountain Leather	Horseshoe Bay West	7/23/2019	1/23/2021	Spec
74		620 Broken Hills	Horseshoe Bay West	7/29/2019	1/29/2021	Spec
76		214 Buffalo Peak	Horseshoe Bay West	8/14/2019	2/14/2021	Spec
79		313 Hideaway	Horseshoe Bay West	9/3/2019	3/3/2021	Custom
80		314 Wennmohs Place	Horseshoe Bay West	3/5/2019	3/5/2021	Custom
81		115 Golden Harvest	Horseshoe Bay West	9/5/2019	3/5/2021	Custom
83		105 Golden Sun	Horseshoe Bay West	9/16/2019	3/16/2021	Custom
84		205 Cat Canyon	Horseshoe Bay West	9/16/2019	3/16/2021	Spec
86		1149 Apache Tears	Horseshoe Bay West	9/30/2019	3/30/2021	Custom
89		304 Plenty Deer	Horseshoe Bay West	10/16/2019	4/16/2021	Custom
90		804 Apache Tears	Horseshoe Bay West	11/5/2019	5/5/2021	Custom
91		308 Wennmohs Place	Horseshoe Bay West	11/7/2019	5/7/2021	Custom
93		707 Fault Line	Horseshoe Bay West	11/12/2019	5/12/2021	Custom
100		111 Rainbow	Horseshoe Bay West	12/2/2019	6/2/2021	Custom
101		805 Mountain Leather	Horseshoe Bay West	12/3/2019	6/3/2021	Spec
103		101 Ruby Red	Horseshoe Bay West	12/10/2019	6/10/2021	Spec
107		217 Plenty Hills	Horseshoe Bay West	8/28/2019	8/28/2021	Custom
5	*5*	400 Matern Court	Matern Island	4/23/2018	10/23/2019	Custom
104		312 Matern Court	Matern Island	12/12/2019	6/12/2021	Custom
63		106 James Circle	Pecan Creek	6/17/2019	12/17/2020	Custom
105		102 Lampasas Court	Pecan Creek	12/12/2019	6/12/2021	Spec
82		153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
13		125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
42		608 Passion Flower	Summit Rock	3/22/2019	9/22/2020	Custom
44		117 Pink Mimosa	Summit Rock	4/5/2019	10/5/2020	Spec
54		200 Paintbrush	Summit Rock	5/6/2019	11/6/2020	Custom
59		107 Azalea Court	Summit Rock	11/27/2019	11/27/2020	Spec
67		113 Pink Mimosa	Summit Rock	7/2/2019	1/2/2021	Custom
77		209 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
78		420 Mayapple	Summit Rock	8/20/2019	2/20/2021	Spec
88		132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
94		324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
97		104 Azalea Court	Summit Rock	11/27/2019	5/27/2021	Spec
98		106 Azalea Court	Summit Rock	11/27/2019	5/27/2021	Spec
99		114 Azalea Loop	Summit Rock	11/27/2019	5/27/2021	Spec
58		521 RR Unit 2831	The Hills	11/18/2019	11/18/2020	Custom
69		132 Old West Way	The Hills	7/9/2019	1/9/2021	Custom
9		122 Rivalto Drive	Tuscan Village	1/24/2019	1/24/2020	Spec
16		311 Mayapple	Tuscan Village	9/14/2018	3/14/2020	Spec
19		128-134 Rivalto Drive (Quadplex)	Tuscan Village	10/24/2018	4/24/2020	Spec
30		116 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
31		121 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
32		124 Rivalto Drive	Tuscan Village	1/24/2019	7/24/2020	Spec
37		111 Rivalto Drive	Tuscan Village	2/15/2019	8/15/2020	Spec
39		310 Mayapple	Tuscan Village	3/8/2019	9/8/2020	Spec
75		117 Rivalto Drive	Tuscan Village	7/30/2019	1/30/2021	Spec
87		402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec

95	114 Delfino Place	Tuscan Village	11/15/2019	5/15/2021	Custom
57	105 Wilderness Drive East	Wilderness Cove	5/17/2019	11/17/2020	Custom

Custom	Spec	Total
56	52	108

NOTE #

1 3rd Repermit granted by City Council at 12/10/19 Meeting, expires 2/23/2020

2 3rd Repermit granted by City Council at 12/10/19 Meeting, expires 3/3/2020

3 2nd Repermit expires 1/7/2020

4 Several outstanding Code Compliance issues and violations at this site. Enforcement actions being taken. Contractor on 90 day probation

5 1st Repermit Expired on 12/22/19. Contractor notified, will come in to pay 2nd Repermit Fee.

Development Services

Report on Builder Speculative Construction Sites as of December 31, 2019

No.	Builder	# of Sites	# above 2 limit
1	Ashby Signature Homes	1	
2	B & E Interests	1	
3	Bellwether Company	2	
4	Brian Turrentine	1	
5	Cabin Life, LLC	1	
6	Casadomaine Homebuilders, LLC	1	
7	DK Homes	1	
8	FTV Construction	1	
9	G. Gray Services	1	
10	Garrett Signature Homes	1	
11	Grandview Homes, LLC	2	
12	Grubbs Construction	1	
13	Hancock Homes, LLC	2	
14	Highland Lakes Bella Casa Communities, LLC	1	
15	James Klein	1	
16	JB REI, LLC	3	1 *See note below
17	JC Builders	1	
18	Jeff Jackson Custom Homes, Inc.	1	
19	Jennings Construction	1	
20	JS2 Partners, LLC	1	
21	Keith Wing Austin Builders LLC	1	
22	Lagniappe Development, Inc.	1	
23	Landcrafter Homes, Inc.	2	
24	Legend Communities	16	14
25	Neiman-Foster Custom Homes	3	1 - is allowed up to 8
26	San Gabriel Builders	2	
27	Silverado Signature Homes	1	
28	Voltaire, LLC	1	

Total Spec Construction Sites	**52**
Number of Builders with 1 Spec Site:	***20***
Number of Builders with 2 Spec Sites:	***5***
Number of Builders with more than 2 Spec Sites:	***3***
Total Number of Builders with Speculative Sites:	***28***

Note Re: JB REI, LLC *Builder had a site where a final inspection had been completed but the Certificate of Occupancy had not been issued for administrative reason (holiday vacations) by the end of the month. CO has been issued as of 1/9/20 and the builder has only 2 spec sites.

CITY OF HORSESHOE BAY

FIRE DEPARTMENT
DECEMBER 2019 ACTIVITY REPORT

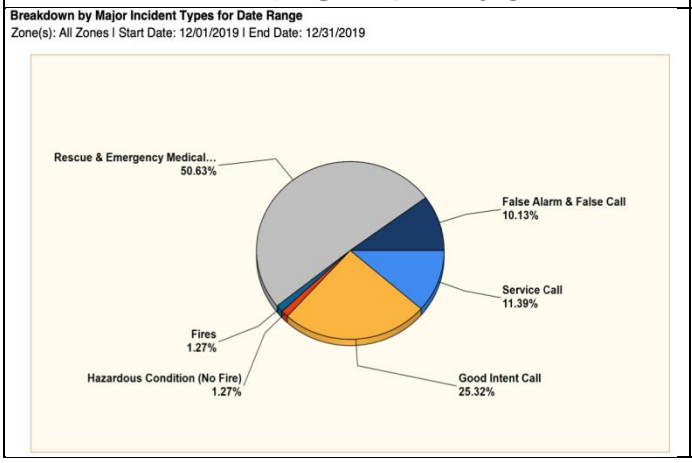
DECEMBER 2019

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	1.27%
Rescue & Emergency Medical Service	40	50.63%
Hazardous Condition (No Fire)	1	1.27%
Service Call	9	11.39%
Good Intent Call	20	25.32%
False Alarm & False Call	8	10.13%
TOTAL	79	100.00%

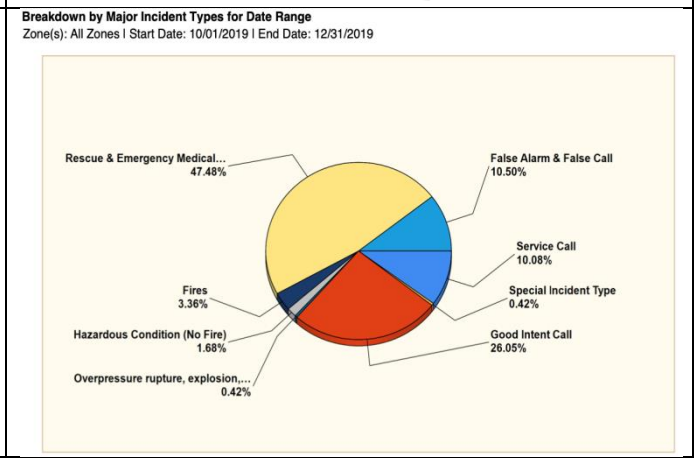
FYTD

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	3.36%
Overpressure rupture, explosion, overheat - no fire	1	0.42%
Rescue & Emergency Medical Service	113	47.48%
Hazardous Condition (No Fire)	4	1.68%
Service Call	24	10.08%
Good Intent Call	62	26.05%
False Alarm & False Call	25	10.50%
Special Incident Type	1	0.42%
TOTAL	238	100.00%

DECEMBER 2019



FYTD



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

NOTABLE INCIDENTS

DECEMBER 13 – The fire call was not notable. This was 4 unattended burn piles in Oak Ridge. No contact could be made with property owner, so FD extinguished and left instructions to call in to the station upon their return. E-11 & B-11

DECEMBER 13 – Engine 12 - Automatic Aid to MFFR at Marble Falls Middle School – faulty wiring around HVAC for cafeteria area

DECEMBER 2019

MUTUAL AID	
Aid Type	Total
Aid Given	3
Aid Received	1

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
15	18.99

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Horseshoe Bay Central Station	0:06:00	0:07:59
Horseshoe Bay Station 2	0:07:36	0:06:54
	AVERAGE FOR ALL CALLS	0:07:02

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Horseshoe Bay Central Station	0:01:21	0:02:13
Horseshoe Bay Station 2	0:01:37	0:00:53
	AVERAGE FOR ALL CALLS	0:01:29

FYTD

MUTUAL AID	
Aid Type	Total
Aid Given	15
Aid Received	2

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
25	10.5

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Horseshoe Bay Central Station	0:05:28	0:08:21
Horseshoe Bay Station 2	0:07:15	0:07:41
	AVERAGE FOR ALL CALLS	0:06:56

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Horseshoe Bay Central Station	0:01:13	0:01:31
Horseshoe Bay Station 2	0:01:34	0:01:01
	AVERAGE FOR ALL CALLS	0:01:24

DECEMBER 2019

Code Hours Summary per Training Code For Date Range
Training Code(s): All Training Codes | Start Date: 12/01/2019 | End Date: 12/31/2019

Total Training Hours By Code	
Total Hours for Training Code: Administration	22:00
Total Hours for Training Code: EMS CE Pediatric	4:00
Total Hours for Training Code: EMS CE Preparatory	2:00
Total Hours for Training Code: EMS CE Trauma	2:00
Total Hours for Training Code: Firefighter Safety	3:00
Total Hours for Training Code: IC	0:30
Total Hours for Training Code: Incident Safety	3:00
Total Hours for Training Code: Mayday	3:00
Total Hours for Training Code: Rescue - Haul Systems	16:00
Total Hours for Training Code: Rescue - Ropes & Knots	3:00
Total Hours for Training Code: SCBA	10:00
Total Hours for Training Code: Strategy & Tactics	3:00
Total Hours for Training Code: Vehicle Extrication	75:00

Totals for all selected Training Codes 12/1/2019 - 12/31/2019	22 personnel	146:30

FYTD

Code Hours Summary per Training Code For Date Range
Training Code(s): All Training Codes | Start Date: 10/01/2019 | End Date: 12/31/2019

Total Training Hours By Code	
Total Hours for Training Code: Administration	26:00
Total Hours for Training Code: Aircraft	1:00
Total Hours for Training Code: Apparatus Familiarization	4:30
Total Hours for Training Code: Communications	3:30
Total Hours for Training Code: Company Officer Training	6:00
Total Hours for Training Code: EMS CE Airway MGMT/Ventilation	14:00
Total Hours for Training Code: EMS CE Medical	5:00
Total Hours for Training Code: EMS CE Patient Assessment	12:00
Total Hours for Training Code: EMS CE Pediatric	4:00
Total Hours for Training Code: EMS CE Preparatory	4:00
Total Hours for Training Code: EMS CE Special Considerations	5:00
Total Hours for Training Code: EMS CE Trauma	14:00
Total Hours for Training Code: Fire Hoses	3:30
Total Hours for Training Code: Firefighter Safety	47:30
Total Hours for Training Code: Forcible Entry	6:00
Total Hours for Training Code: IC	25:00
Total Hours for Training Code: Incident Safety	13:30
Total Hours for Training Code: Ladders	7:30
Total Hours for Training Code: Mayday	49:30
Total Hours for Training Code: Rescue - Haul Systems	35:00
Total Hours for Training Code: Rescue - Ropes & Knots	32:00
Total Hours for Training Code: SCBA	17:00
Total Hours for Training Code: Search & Rescue	9:30
Total Hours for Training Code: Strategy & Tactics	58:00
Total Hours for Training Code: Vehicle Extrication	87:00
Total Hours for Training Code: Water Supplies	4:30

Totals for all selected Training Codes 10/1/2019 - 12/31/2019	23 personnel	494:30

EMS = emergency medical service
HAZMAT = hazardous materials
IC = incident command
Rescue – Haul Systems = high angle / low angle rope rescue
SCBA = self-contained breathing apparatus

DECEMBER 2019

Community Risk Reduction & Community Services	
Total Hours for Community Risk Reduction Education & Community Service (fall prevention program, blood pressure screenings, public education, etc.)	110 hours

FYTD

Community Risk Reduction & Community Services	
Total Hours for Community Risk Reduction Education & Community Service (Fall prevention program, blood pressure screenings, public education, etc.)	346 hours

CITY OF HORSESHOE BAY

POLICE DEPARTMENT

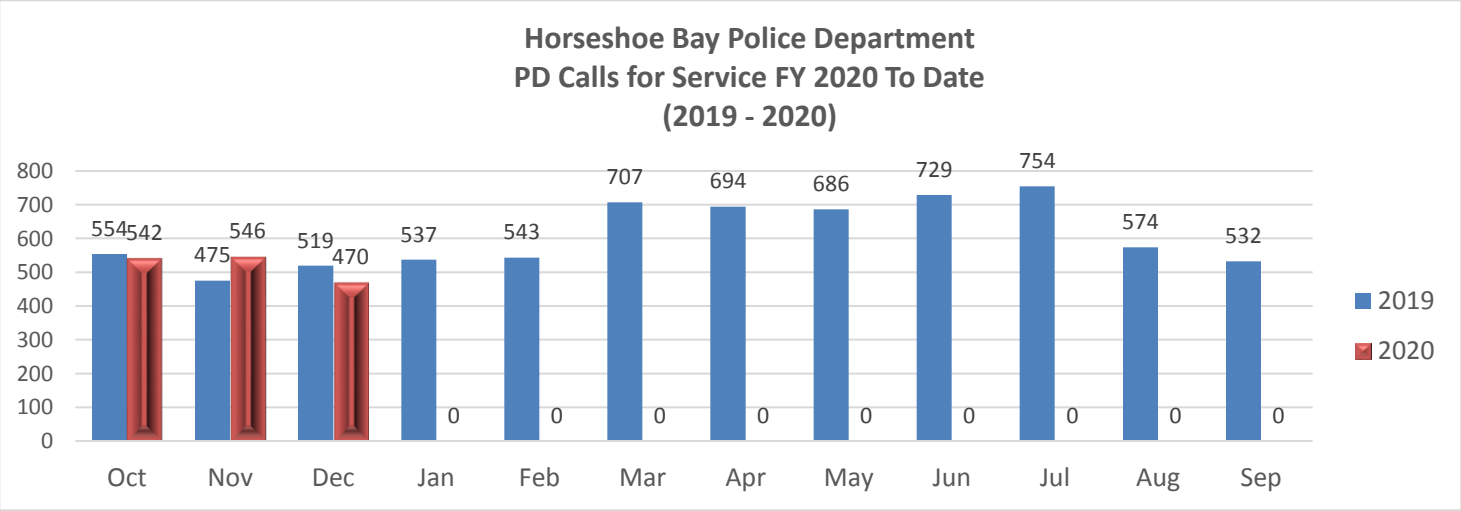
DECEMBER 2019 AND FY 2020 ACTIVITY REPORT

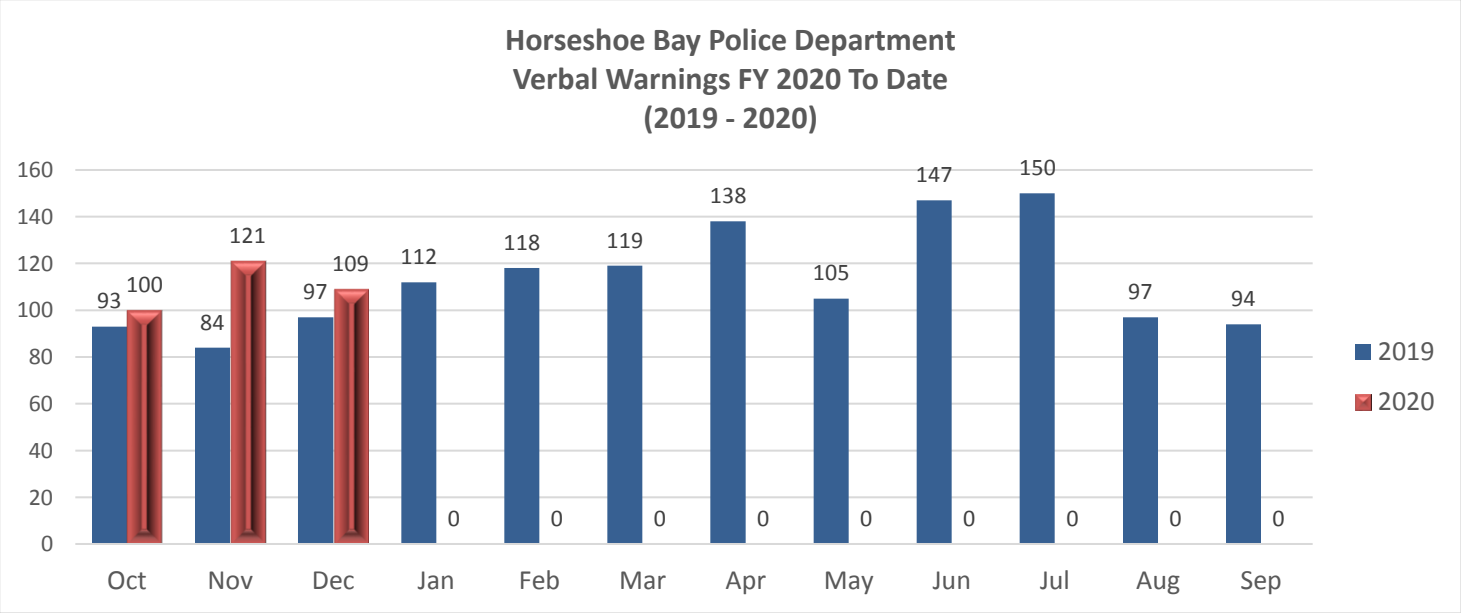
During the month of December 2019 there were nineteen (19) new cases reported to our department. The December cases consisted of three (3) felony cases, eleven (11) misdemeanor cases, five (5) non-criminal cases, zero (0) traffic accidents, and five (5) arrests. The department cleared eighteen (18) new and old Horseshoe Bay cases in the month of December. Twenty-three (23) residents requested home security watches during December and local businesses, amenities, and construction sites continued to be checked thoroughly on a-daily-basis. Overall, the department responded to four hundred seventy (470) calls for service, including nineteen (19) alarms for the month of December.

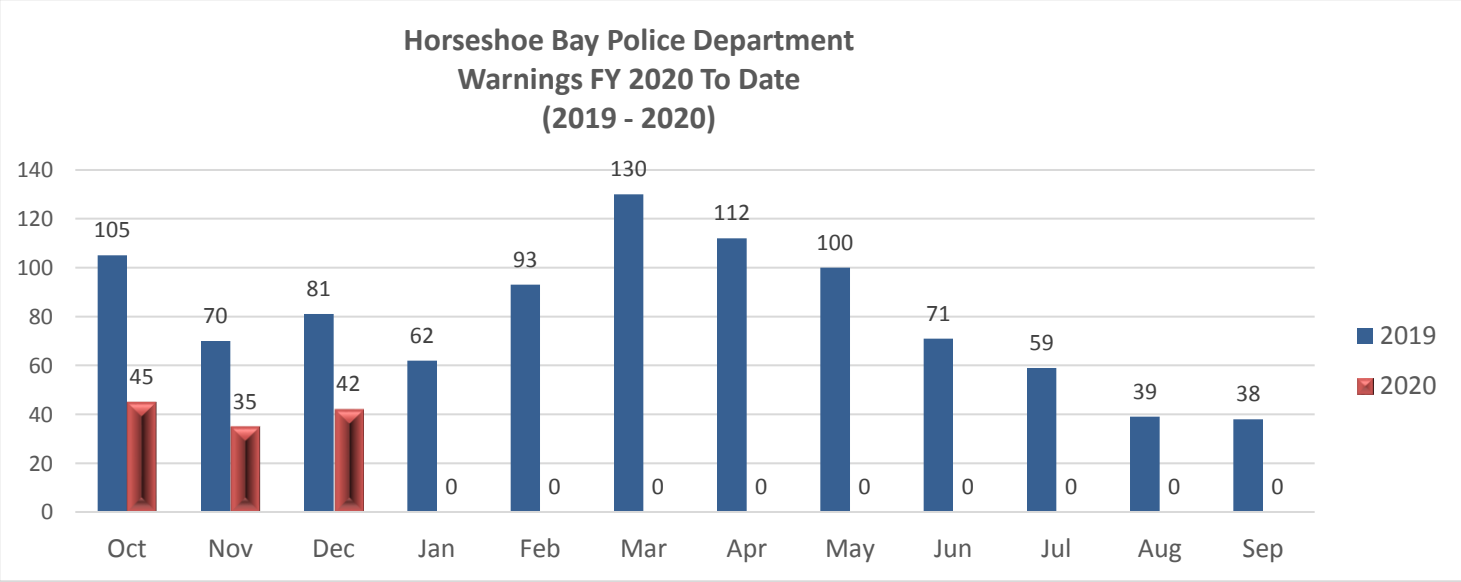
During the month of December 2019, thirteen (13) new cases were assigned to CID for follow up investigation. Five (5) of those were a misdemeanor grade, and there were four (4) felony level cases. Four (4) cases were non-criminal, which included outside agency assists, death investigations, and animal bites. CID conducted three (3) other investigations, which consisted of narcotics activity and background investigations. A total of ninety-four (94) persons were interviewed by investigators. These interviews resulted in ten (10) witness/victim statements, and two (2) confessions. CID cleared twelve (12) active cases during the month. CID personnel conducted seven (7) searches and collected twenty-eight (28) items of evidence. CID assisted the Patrol Division in covering two (2) Patrol Shifts.

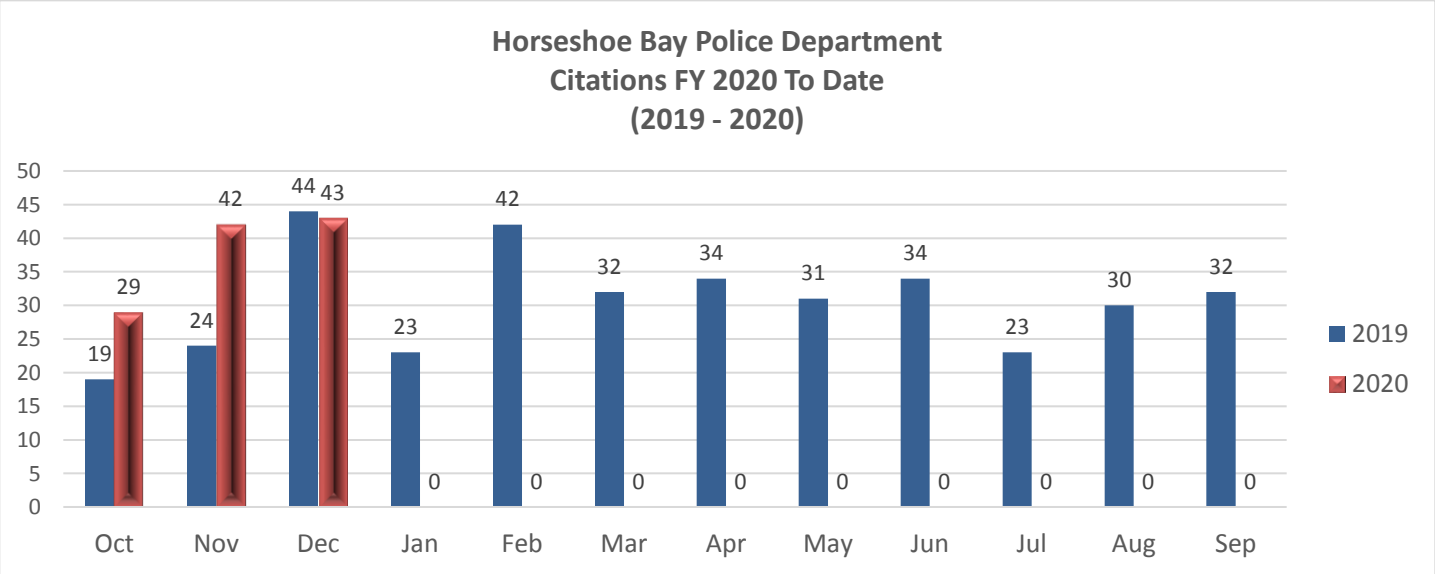
OPERATIONS	DEC 2019	DEC 2018	FYTD 2020	FYTD 2019
PD Calls For Service	470	519	1558	1548
Verbal Warnings	109	97	330	274
Warnings	42	81	122	256
Citations	43	44	114	87
Arrest	5	4	21	23
Code Enforcement CFS	24	23	102	42
Traffic Accidents	0	4	9	14
Home Security Watches	23	29	51	61
Alarms	19	25	62	67
Felony Cases	3	7	10	24
Misdemeanor Cases	11	6	40	39
Non-Criminal Cases	5	15	18	33
Total Reports (New)	19	28	68	96
Cases Cleared (Old & New)	18	40	63	100

Response Time: 3.00


Horseshoe Bay Police Department
PD Calls for Service FY 2020 To Date
(2019 - 2020)
800
700
600
500
400
300
200
100
0
554 542
475 546
519 470
537 0
543 0
707 0
694 0
686 0
729 0
754 0
574 0
532 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


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


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


Horseshoe Bay Police Department
Citations FY 2020 To Date
(2019 - 2020)
50
45
40
35
30
25
20
15
10
5
0
19
29
24
42
44
43
23
0
42
0
32
0
34
0
31
0
34
0
23
0
30
0
32
0
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Nov
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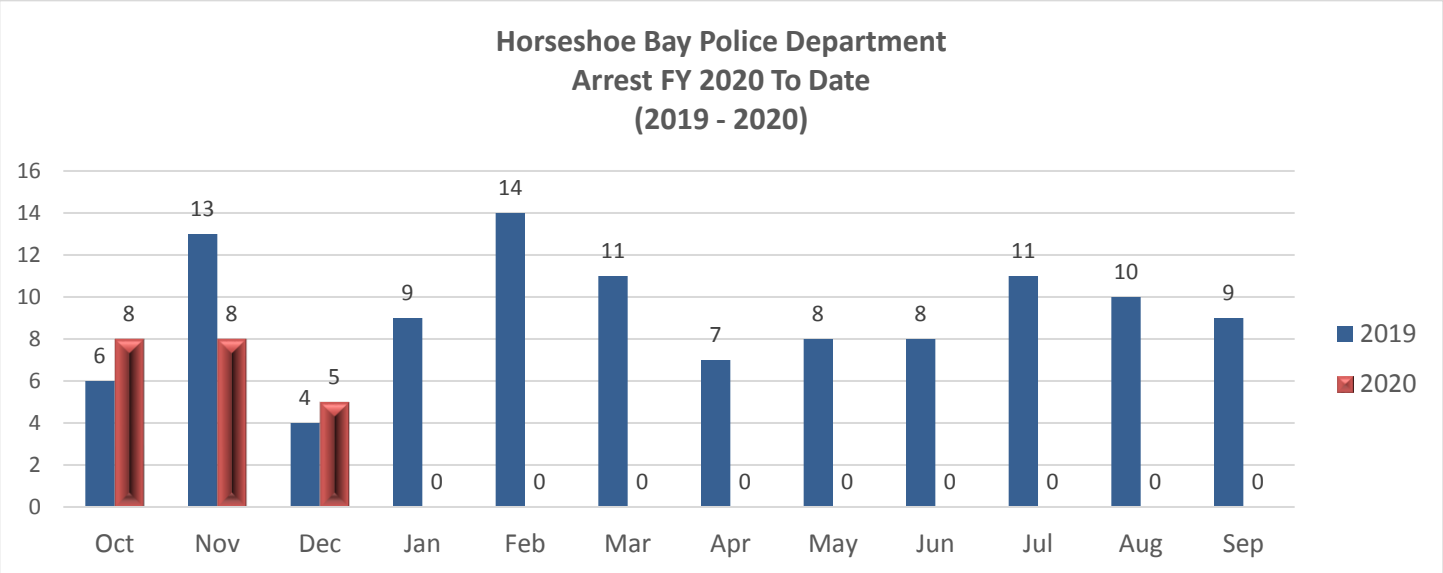
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020


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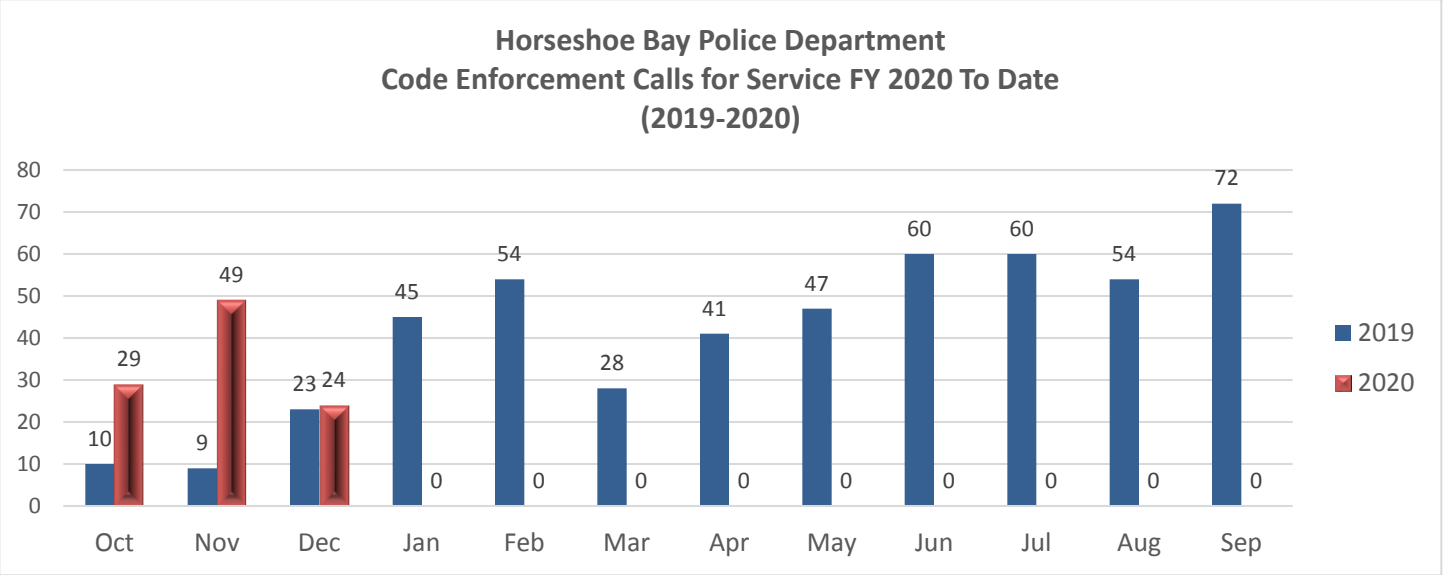
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Code Enforcement Calls for Service FY 2020 To Date
(2019-2020)
80
70
60
50
40
30
20
10
0
10
29
9
49
23
24
45
0
54
0
28
0
41
0
47
0
60
0
60
0
54
0
72
0
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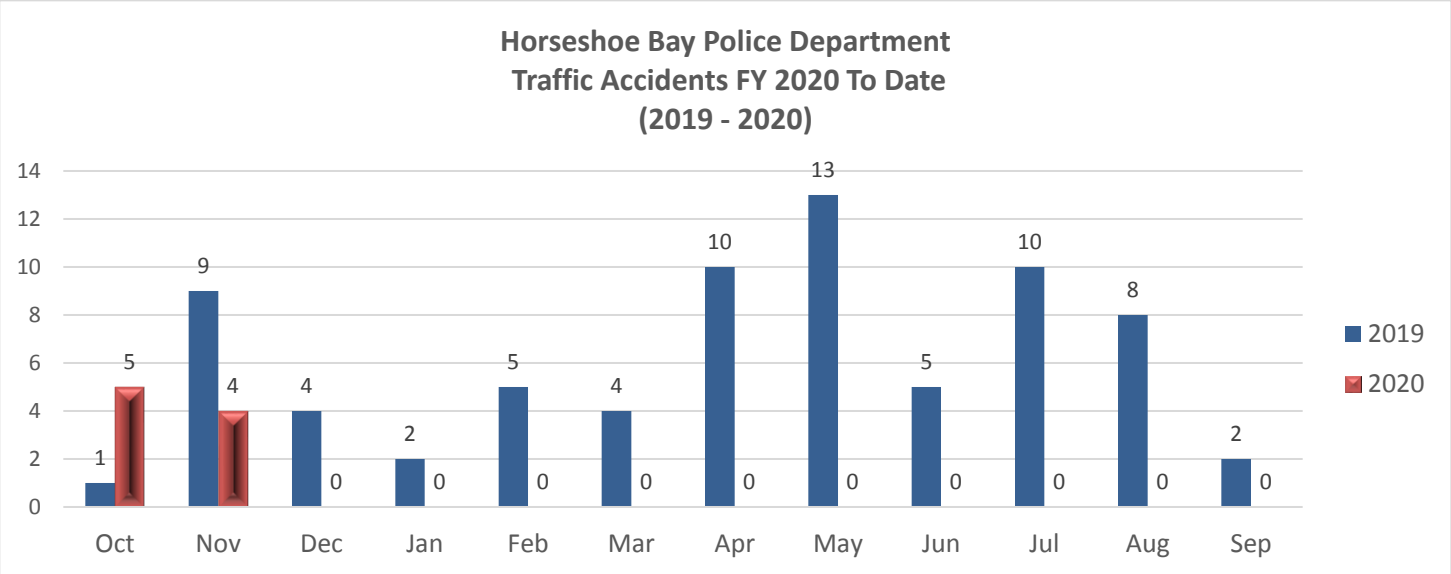
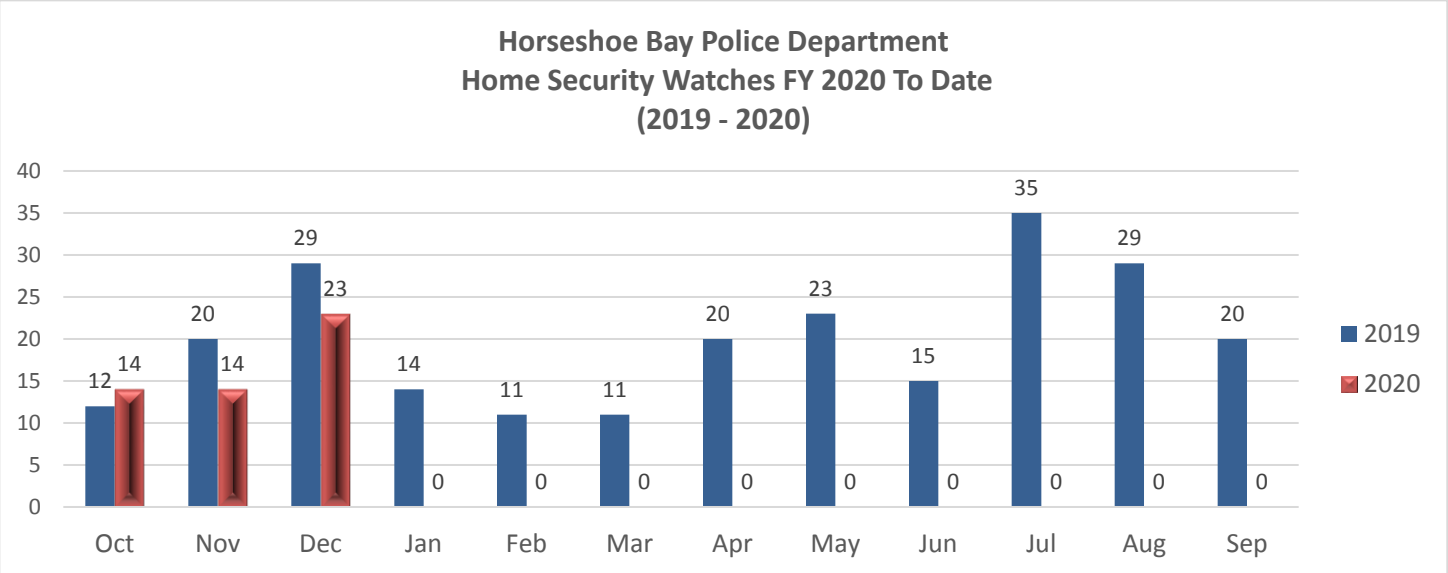
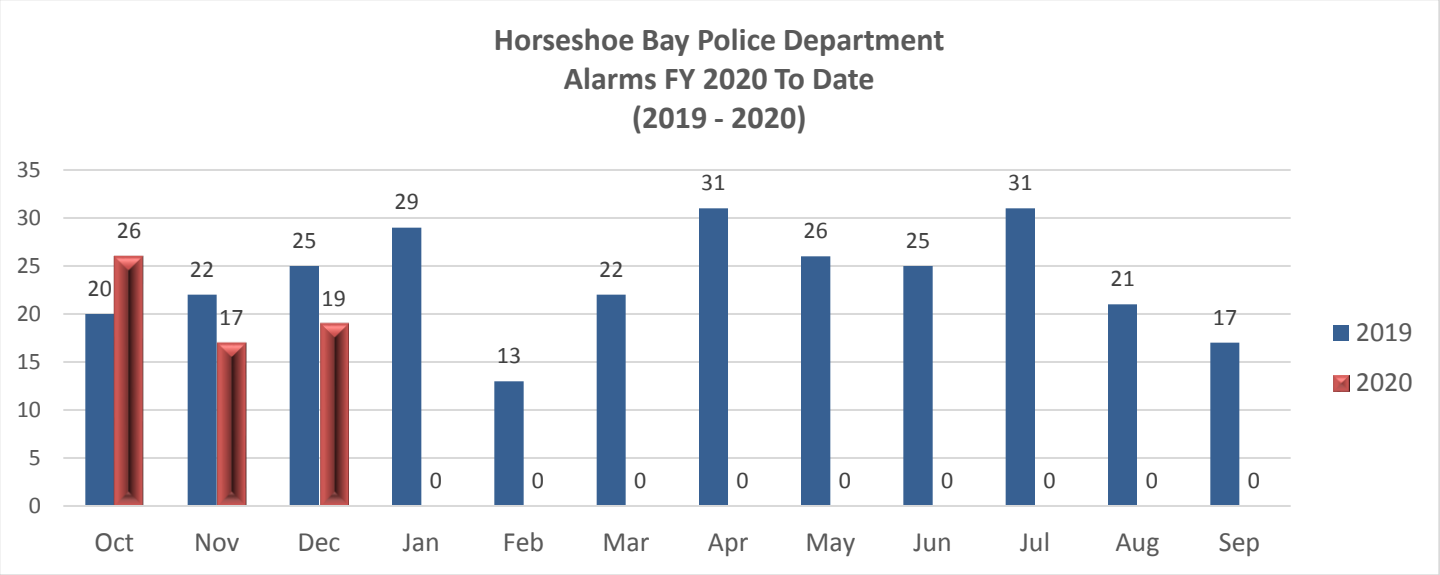
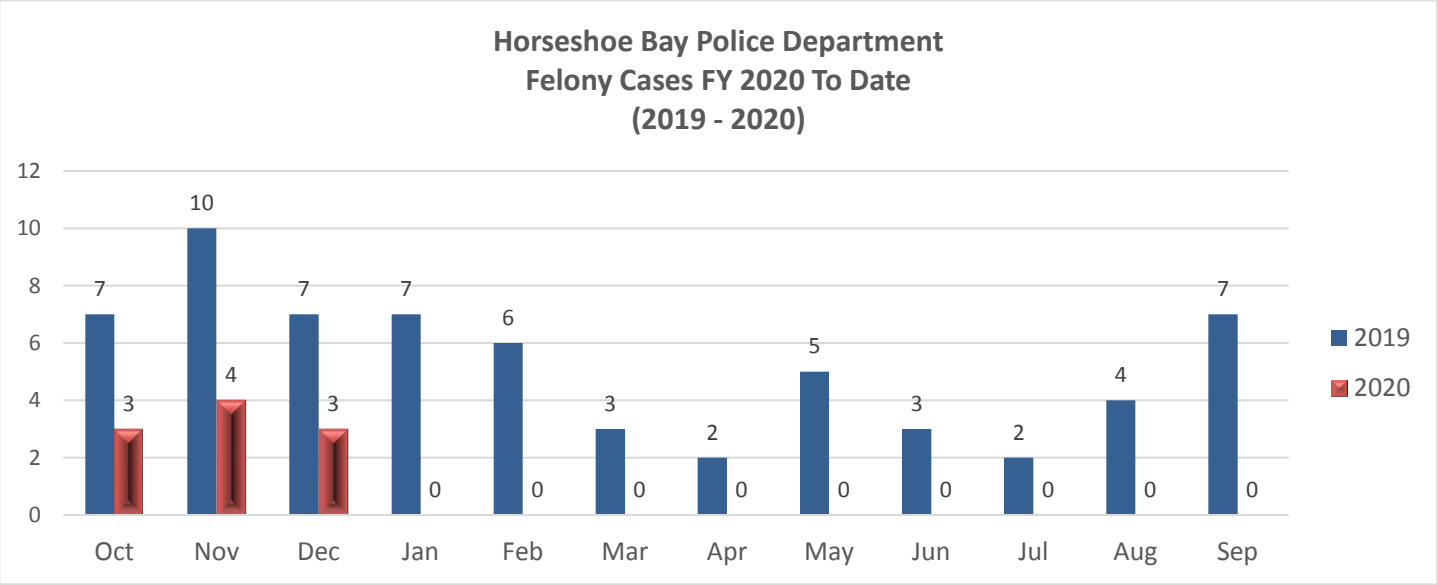
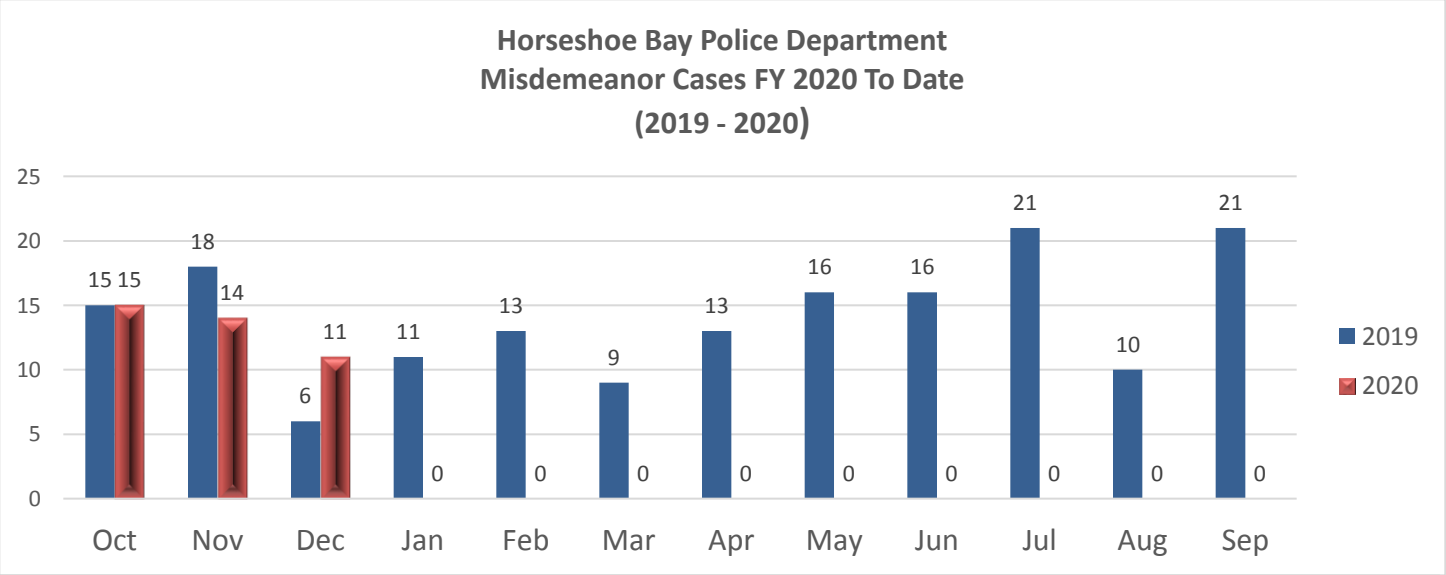
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

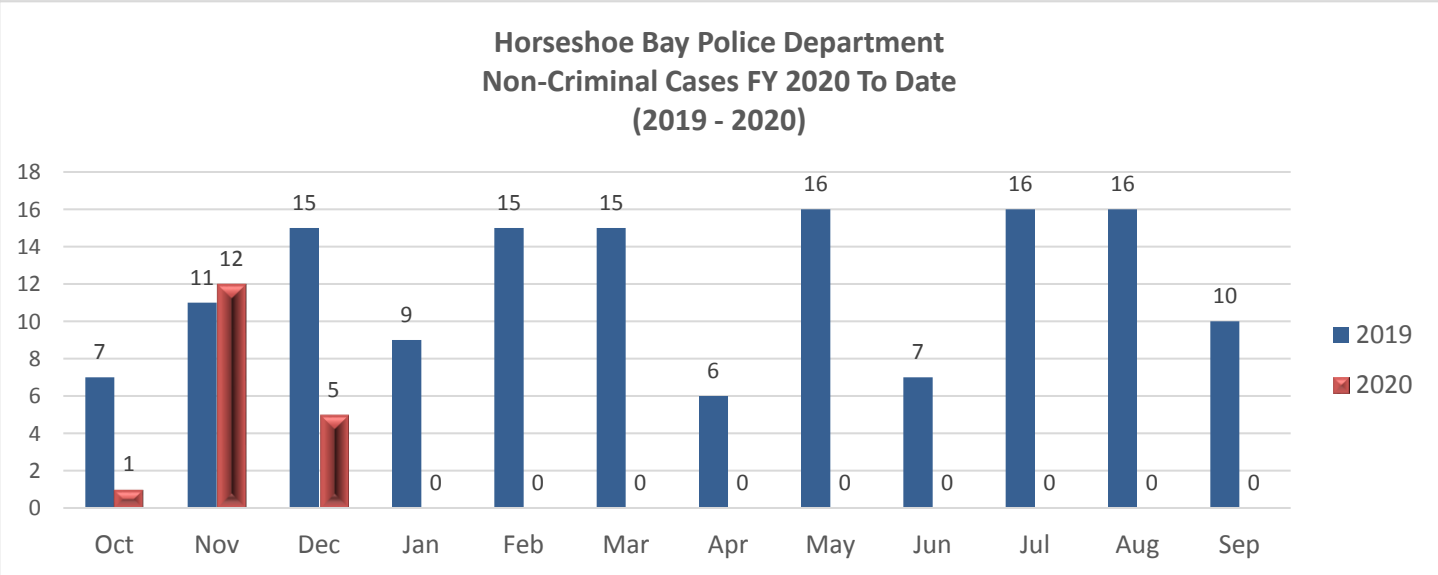

Horseshoe Bay Police Department
Traffic Accidents FY 2020 To Date
(2019 - 2020)
14
12
10
8
6
4
2
0
Oct 1 5
Nov 9 4
Dec 4 0
Jan 2 0
Feb 5 0
Mar 4 0
Apr 10 0
May 13 0
Jun 5 0
Jul 10 0
Aug 8 0
Sep 2 0
2019
2020

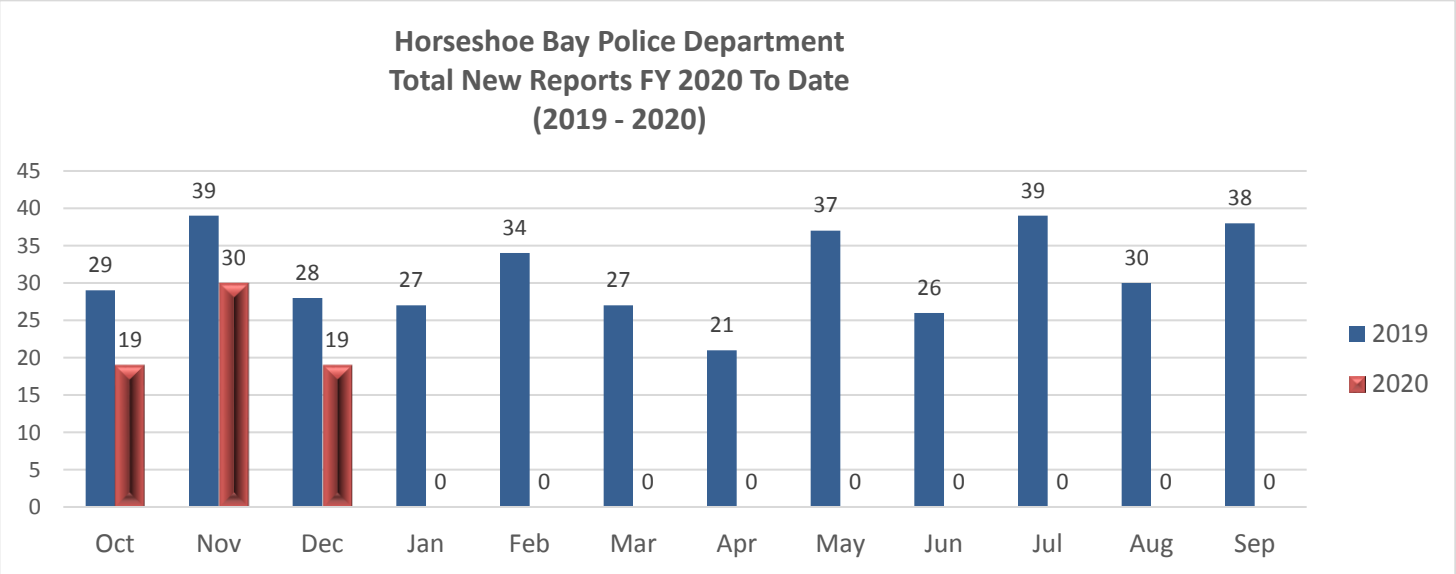

Horseshoe Bay Police Department
Home Security Watches FY 2020 To Date
(2019 - 2020)
40
35
30
25
20
15
10
5
0
Oct 12 14
Nov 20 14
Dec 29 23
Jan 14 0
Feb 11 0
Mar 11 0
Apr 20 0
May 23 0
Jun 15 0
Jul 35 0
Aug 29 0
Sep 20 0
2019
2020


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


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


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


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


Horseshoe Bay Police Department
Total New Reports FY 2020 To Date
(2019 - 2020)
45
40
35
30
25
20
15
10
5
0
29
19
39
30
28
19
27
0
34
0
27
0
21
0
37
0
26
0
39
0
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38
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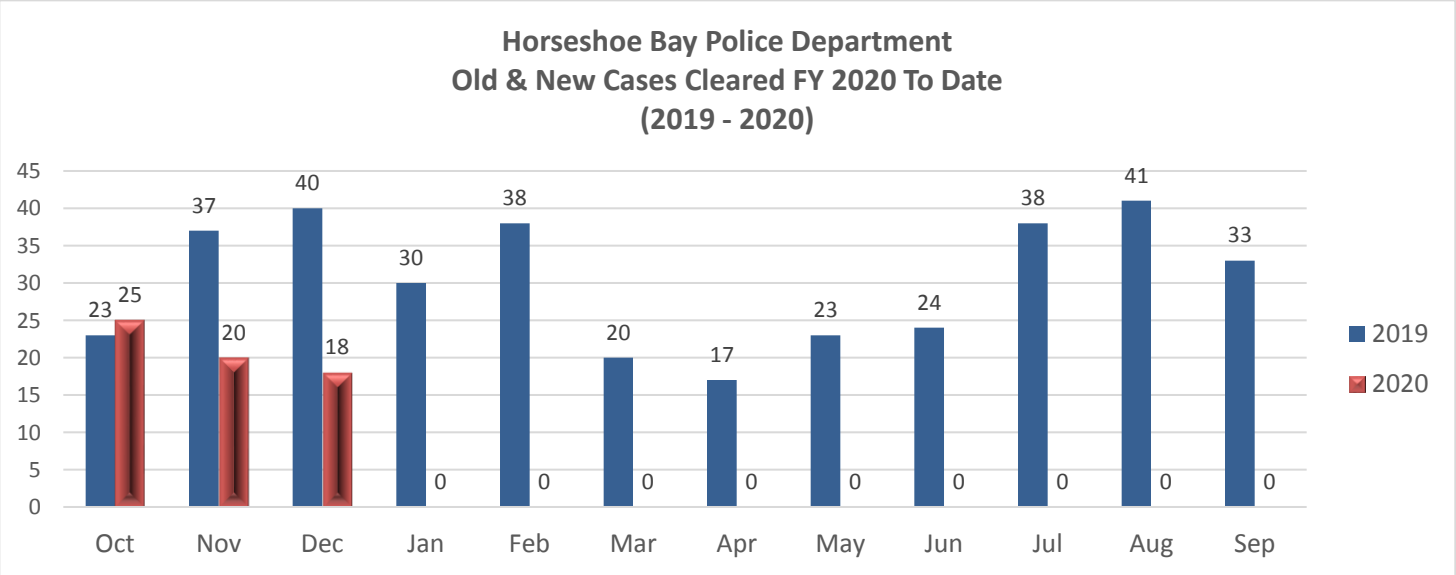
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020


Horseshoe Bay Police Department
Old & New Cases Cleared FY 2020 To Date
(2019 - 2020)
45
40
35
30
25
20
15
10
5
0
23
25
37
20
40
18
30
0
38
0
20
0
17
0
23
0
24
0
38
0
41
0
33
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

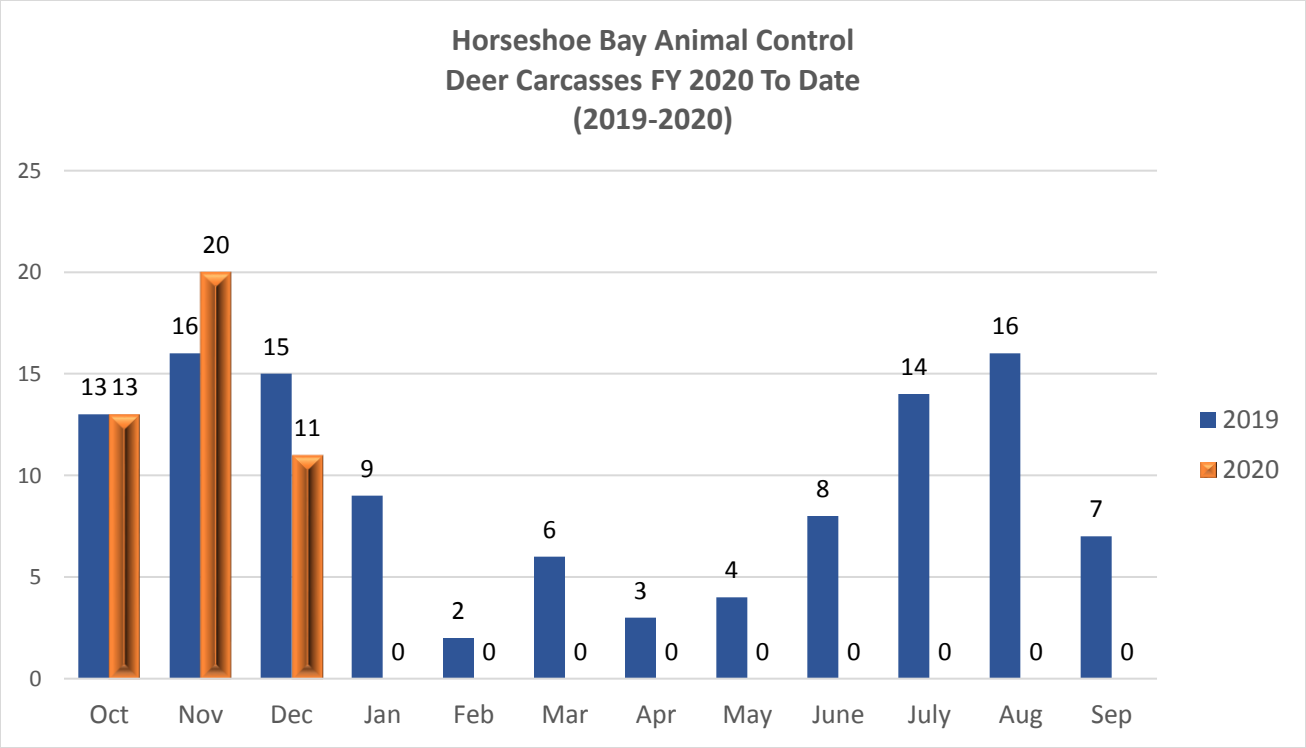
CITY OF HORSESHOE

ANIMAL CONTROL
DECEMBER 2019 AND FY 2020
ACTIVITY REPORT

The Animal Control Person handled approximately ninety-three (93) calls within the month of December. Seventy-three (73) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while twenty (20) of the calls were initiated by the Animal Control Officer.

The above information reflects the number of calls handled but does not include the number of times traps were checked and did not have an animal in them. Police officers assisted or were assisted by the A.C.O. is ten (10) of the calls for the month of December.

OPERATIONS	DEC 2019	DEC 2018	FYTD 2020	FYTD 2019
Buck Carcasses	1	4	12	12
Doe Carcasses	10	11	31	32
Fawn Carcasses	0	0	1	0
Total Deer Carcasses:	11	15	44	44
Other Carcasses	7	2	33	25
Blue Lake Carcasses	1	2	2	3
Total All Carcasses:	19	19	79	72
Cat related calls	2	4	10	16
Dog related calls	16	14	45	39
Total Other Calls:	53	58	319	183
Total Cat/Dog to HCHS:	4	5	11	14
Total Calls For Service:	93	100	462	327


Horseshoe Bay Animal Control
Deer Carcasses FY 2020 To Date
(2019-2020)
25
20
15
10
5
0
13 13
16
20
15
11
9
0
2
0
6
0
3
0
4
0
8
0
14
0
16
0
7
0
Oct
Nov
Dec
Jan
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Mar
Apr
May
June
July
Aug
Sep
2019
2020

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Margie Cardenas, Finance Director

RE: Ordinance 2020-11: Authorizing the Issuance and Sale of General Obligation Refunding Bonds, Levying a Tax in Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of Documents and Agreements in Connection Therewith; Approving the Preparation of an Official Statement; and Enacting Other Provisions Relating Thereto

---

The City's Bond Attorney, Glenn Opel, provided Staff with the Ordinance necessary for authorizing and approving the issuance and sale of General Obligation Refunding Bonds. The bonds were originally issued in 2011 and are callable for refunding as of 2/15/2020.

The expected interest savings is $421,328 for the remainder life of the bonds. The bonds mature in still 2030.

The enclosed ordinance is complete except with respect to pricing information which will not be available until the day of sale. When the information is received, it will be inserted into the ordinance.

The City's Financial Advisor Jennifer Ritter and the Bond Attorney will be in attendance on January 21, 2020.

Staff requests the City Council to approve the Ordinance Authorizing the City of Horseshoe Bay, General Obligation Refunding Bonds and enacting other provisions relating thereto.

Enclosures: Ordinance, Preliminary Official Statement, Preliminary Refunding Summary, Timetable for Issuance

ORDINANCE NO. 2020-11

AUTHORIZING THE
ISSUANCE OF

CITY OF HORSESHOE BAY, TEXAS

GENERAL OBLIGATION REFUNDING BONDS

Adopted: January 21, 2020

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions....2
Section 1.02. Findings....4
Section 1.03. Table of Contents, Titles and Headings....4
Section 1.04. Interpretation....4

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy....5
Section 2.02. Interest and Sinking Fund....5

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01. Authorization....6
Section 3.02. Date, Denomination, Maturities and Interest....6
Section 3.03. Medium, Method and Place of Payment....6
Section 3.04. Execution and Registration of Bonds....7
Section 3.05. Ownership....8
Section 3.06. Registration, Transfer and Exchange....8
Section 3.07. Cancellation....9
Section 3.08. Temporary Bonds....9
Section 3.09. Replacement Bonds....10
Section 3.10. Book-Entry Only System....11
Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System .12
Section 3.12. Payments to Cede & Co....12

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption....12
Section 4.02. Optional Redemption....12
Section 4.03. Mandatory Sinking Fund Redemption....12
Section 4.04. Partial Redemption....13
Section 4.05. Notice of Redemption to Owners....13
Section 4.06. Payment Upon Redemption....14

Section 4.07. Effect of Redemption 14

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar 15
Section 5.02. Qualifications 15
Section 5.03. Maintaining Paying Agent/Registrar 15
Section 5.04. Termination 15
Section 5.05. Notice of Change to Owners 15
Section 5.06. Agreement to Perform Duties and Functions 16
Section 5.07. Delivery of Records to Successor 16

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally 16
Section 6.02. Form of the Bonds 16
Section 6.03. CUSIP Registration 17
Section 6.04. Legal Opinion 17
Section 6.05. Statement of Insurance 17

ARTICLE VII

SALE AND DELIVERY OF BONDS

Section 7.01. Sale of Bonds 17
Section 7.02. Control and Delivery of Bonds 19
Section 7.03. Deposit of Proceeds 19

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments 20
Section 8.02. Investment Income 20

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds 20
Section 9.02. Other Representations and Covenants 20
Section 9.03. Federal Income Tax Matters 21

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default 22
Section 10.02. Remedies for Default 22
Section 10.03. Remedies Not Exclusive 22

ARTICLE XI

DISCHARGE

Section 11.01. Discharge 23

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports 23
Section 12.02. Event Notices 23
Section 12.03. Limitations, Disclaimers and Amendments 25

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendment of Ordinance 26
Section 13.02. Notice and Adoption of Amendment 27
Section 13.03. Consent of Owners Irrevocable 27
Section 13.04. Nonsubstantive Changes 27

ARTICLE XIV

REFUNDED OBLIGATIONS

Section 14.01. Payment of Paying Agent 27
Section 14.02. Escrow Agreement 27
Section 14.03. Redemption of Refunded Obligations 28
Section 14.04. Purchase of United States Treasury Obligations 28

ARTICLE XV

ADDITIONAL MATTERS

Section 15.01. Effective Immediately 28
Section 15.02. No Recourse Against City Officials 28
Section 15.03. Governing Law 28
Section 15.04. Severability 29

Section 15.05. Open to the Public.....29

Schedule I - Schedule of Refunded Obligations Candidates S-1
Exhibit A - Description of Annual Disclosure of Financial Information A-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF HORSESHOE BAY, TEXAS GENERAL OBLIGATION REFUNDING BONDS; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of the City of Horseshoe Bay, Texas (the "City"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Obligation Candidates"), and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") further authorizes the City to enter into an escrow agreement with the paying agent for the refunded obligations with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested only in obligations authorized under Chapter 1207 and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the refunded obligations; and

WHEREAS, the City Council of the City hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City Council hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings of debt service payable by the City in an amount to be certified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of all or a portion of the Refunded Obligations Candidates; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its residents that it authorize by this Ordinance the issuance and delivery of its bonds at this time, and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officer" means the _____ of the City and _____.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

"Bonds" means the City's General Obligation Refunding Bonds authorized to be issued by Section 3.01 of this Ordinance, as more particularly designated in the Pricing Certificate.

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"City" means the City of Horseshoe Bay, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means the entity designated as the Escrow Agent by the Authorized Officer in the Pricing Certificate.

"Escrow Agreement" means the escrow agreement between the City and the Escrow Agent pertaining to the Refunded Obligations.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 as designated in the Pricing Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the entity designated as the Paying Agent/Registrar by the Authorized Officer in the Pricing Certificate, or any successor thereto as provided in this Ordinance.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer setting forth the terms and provisions of the Bonds.

"Purchase Contract" means the purchase contract pertaining to the sale of the Bonds between the City and the Underwriters named therein.

"Record Date" the last Business Day of the month next preceding an Interest Payment Date.

"Refunded Obligation Candidates" means the obligations of the City described in Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

"Refunded Obligations" means those obligations of the City to be designated in the Pricing Certificate from the universe of Refunded Obligation Candidates described in Schedule I attached hereto.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Underwriters" means, collectively, the purchasers of the Bonds named in the Purchase Contract relating to the Bonds described in Section 7.01(a).

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(c) Any action required to be taken on a date which is not a business day shall be taken on the next succeeding business day and have the same effect as if taken on the date so required.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

The City hereby establishes a special fund or account, to be designated the "City of Horseshoe Bay, Texas, General Obligation Refunding Bonds Interest and Sinking Fund," the title

of such fund to have such final designation as the title of the Bonds set forth in the Pricing Certificate, said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's bonds, to be designated "City of Horseshoe Bay, Texas, General Obligation Refunding Bonds," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207, and shall have the final designation and title as set forth in the Pricing Certificate. The Bonds shall be issued in the aggregate principal amount of not to exceed $6,000,000 for the purpose refunding the Refunded Obligations, to the extent provided in the Pricing Certificate, and paying the costs and expenses of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Bond Date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on the dates, in the principal amounts and shall bear interest at the rates and shall have such other terms as set forth in the Pricing Certificate**.**

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate as provided in Section 7.01 below. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of

interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of those

officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Underwriter, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC, on behalf of the Underwriters, one typewritten Bond for each maturity representing the aggregate principal amount for each respective maturity, registered in the name of Cede & Co., as nominee for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to

such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. Such cancelled Bonds shall be disposed of in accordance with the record retention policies of the Paying Agent/Registrar.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other

variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of

any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket letter of representation of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

(a) The Bonds shall be subject to optional redemption as set forth in the Pricing Certificate.

(b) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) Bonds designated as "Term Bonds" in the Pricing Certificate, if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of

moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice or instructions given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after

the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, or rescinds the notice of redemption, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar and its Designated Payment/Transfer Office shall be designated in the Pricing Certificate.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Authorized Officer is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in the substantially final form presented herewith, which form is hereby approved.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage

prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be in the substantially final form of the Bonds attached to the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate to effectuate the purposes of this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The final form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying

Agent/Registrar and the form of Assignment appearing on the Bonds, shall be in the form set forth in the Pricing Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS

Section 7.01. Sale of Bonds.

(a) The Bonds shall be sold at negotiated sale to the Underwriter in accordance with the terms of this Ordinance, including this Section 7.01(a). As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth below can be satisfied, in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the principal amount of Bonds to be issued, the price at which each of the Bonds will be sold, the number and designation of the Bonds to be issued, the form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Refunded Obligations and the aggregate principal amount of the Bonds, the rate of interest to be borne by each such maturity, the first interest payment date, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the allocation, deposit and use of the proceeds of the Bonds, and all other matters relating to the issuance, sale and delivery of the Bonds, including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and

(ii) the aggregate principal amount of the Bonds authorized to be issued shall not exceed $6,000,000; and

(iii) the true interest cost on the Bonds shall not exceed 3.000%; and

(iv) the refunding of the Refunded Obligations shall result in a net present value savings of not less than 4.50%; and

(v) the Bonds shall a stated maturity not later than February 15, 2030,

all based on bond market conditions and available interest rates for the Bonds on the date of the sale of the Bonds and taking into account any municipal bond insurance policy, if any, net of the cost of said municipal bond insurance policy, all as set forth in the Pricing Certificate. The Refunded Obligations shall be identified in the Pricing Certificate in accordance with the preceding sentence, except that if less than an entire maturity is to be refunded, the Refunded Obligations to be refunded within a maturity shall be selected as provided in the Ordinance authorizing their issuance and, if not so provided, by lot.

The Authorized Officer is hereby authorized and directed to select the Underwriter for the Bonds and to execute and deliver on behalf of the City the Purchase Contract providing for the sale of the Bonds to the Underwriter, in a form and substance satisfactory to the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, such approval being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Underwriter or such other entity as may be specified in the Purchase Contract.

The Authorized Officer is hereby authorized and directed to execute a commitment for municipal bond insurance with the issuer of a bond insurance policy for the Bonds if the purchase of such bond insurance is recommended by the City's financial advisor and the purchase of the bond insurance policy provides a positive monetary benefit to the City.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire on the date that is 180 days after the date of adoption of this Ordinance unless either (a) a Purchase Contract has been executed between the City and the Underwriters or (b) such date is otherwise extended by the City Council by separate action.

(b) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the City a Preliminary Official Statement, to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that the Preliminary Official Statement is a " deemed final" official statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(l) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the "Official Statement"). The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriter is hereby authorized. The Mayor and the Authorized

Officer are hereby further authorized and directed to use and distribute or authorize the use and distribution of the Official Statement and to execute the same and deliver appropriate numbers of copies thereof to the Underwriter. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriter, may be used by the Underwriter in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) The Mayor, the Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Ordinance.

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel, which opinion shall be dated and delivered on the Closing Date.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Underwriter and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date, if any, shall be deposited to the Interest and Sinking Fund.

(b) A portion of the proceeds from the sale of the Bonds, together with other funds of the City, if any, as set forth in the Pricing Certificate shall be applied to establish an escrow fund to refund the Refunded Obligations and, to the extent not otherwise provided for, to pay all expenses arising in connection with the establishment of such escrow fund and the refunding of the Refunded Obligations, all as set forth in the Pricing Certificate. The remaining portion of the proceeds of the Bonds shall be applied to the payment of the costs of issuing the Bonds. Any amount remaining after providing for the defeasance of the Refunded Obligations and payment of the costs of issuance shall be deposited to the Interest and Sinking Fund and applied to the payment of debt service on the Bonds.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the City's option, may be invested in such securities or obligations as permitted under applicable law. Money on deposit in the Escrow Fund shall be invested in such obligations as directed in the Escrow Agreement.

(b) Any securities or obligations on deposit in the Interest and Sinking Fund shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made. Any securities and obligations on deposit in the Escrow Fund shall be held for the benefit of the owners of the Refunded Obligations as directed in the Escrow Agreement.

Section 8.02. Investment Income.

Interest and income derived from the investments of the Interest and Sinking Fund shall be credited to such Fund. Interest and income derived from the investment of money on deposit in the Escrow Fund shall be applied pursuant to the provisions of the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance,

the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) in this Section is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy

Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 1.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(e) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(a) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Purchaser of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendment of Ordinance. The City may, without the consent of or notice to the Owners, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, amend, add to or rescind any of the provisions of this Order; provided, that, without the consent of the Owners of all Bonds then outstanding, no such amendment, addition, or rescission shall:

(a) affect the rights of the Owners of less than all of the Bonds then outstanding;

(b) make any change in the maturities of the Bonds;

(c) reduce the rate of interest borne by any of the Bonds;

(d) reduce the amount of the principal payable on the Bonds;

(e) modify the terms of payment of principal of or interest on the Bonds or impose any conditions with respect to such payment; or

(f) change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

Bonds owned or held by or for the account of or for the benefit of the City shall not be deemed to be outstanding for the purpose of amending this Order.

Section 13.02. Notice and Adoption of Amendment. If the City desires to amend this Ordinance and such amendment requires the consent of the Owner pursuant to Section 13.01, the City shall cause notice of the proposed amendment to be given in writing to each Owner of Bonds then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the City, following the giving of such notice, the Owners of Bonds then outstanding in the aggregate principal amount required by Section 13.01 shall have consented to the amendment as herein provided, no Owner of a Bond shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Bonds shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 13.03. Consent of Owners Irrevocable. Any consent given by any Owner of a Bond pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Bond from the date of such consent.

Section 13.04. Nonsubstantive Changes. The Authorized Officer, in consultation with the City's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Ordinance as may be required by the Attorney General of Texas in his approval of the Bonds herein authorized.

ARTICLE XIV

REFUNDED OBLIGATIONS

Section 14.01. Payment of Paying Agent.

Prior to the Closing Date, the City shall ascertain from the paying agent for the Refunded Obligations the amount of all future fees and expenses for its paying agency services with respect to the Refunded Obligations. Concurrently with the sale and delivery of the Bonds, the City shall cause an amount sufficient to pay such future fees and expenses to be paid to each such paying agent.

Section 14.02. Escrow Agreement.

The discharge and defeasance of the Refunded Obligations may be completed pursuant to the terms and provisions of an Escrow Agreement (the "Escrow Agreement") to be entered into by and between the City and the Escrow Agent. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver an Escrow Agreement having such terms and provisions as are approved by the Authorized Officer, as evidenced by the Authorized Officer's execution thereof. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and

deliver one or more deposit agreements in connection with such deposits if necessary in connection with such deposits.

Section 14.03. Redemption of Refunded Obligations.

Following the deposit to the Escrow Fund or with the paying agent for the Refunded Obligations as herein specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from any other source. The Refunded Obligations are hereby called for redemption prior to maturity on the date set forth in the Pricing Certificate at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor. The City Secretary is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Ordinance and the Pricing Certificate; the delivery thereof to such paying agent/registrar shall constitute the giving of notice of redemption to the paying agent/registrar for the Refunded Obligations and such paying agent/registrar is hereby authorized and directed to give notice of redemption to the owners of the Refunded Obligations in accordance with the requirements of the ordinance authorizing the issuance thereof.

Section 14.04. Purchase of United States Treasury Obligations.

To assure the purchase of the Federal Securities (as defined in the Escrow Agreement) to be identified in the Escrow Agreement, the Authorized Officer is hereby authorized to subscribe for, agree to purchase, and purchase obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

ARTICLE XV

ADDITIONAL MATTERS

Section 15.01. Effective Immediately. Notwithstanding any provision of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

Section 15.02. No Recourse Against City Officials.

No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate

Section 15.03. Governing Law.

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

Section 15.04. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 15.05. Open to the Public.

It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED, APPROVED AND ADOPTED this January 21, 2020.

_____
Cynthia Clinesmith, Mayor
City of Horseshoe Bay, Texas

ATTEST:

_____
Kerri Craig, City Secretary
City of Horseshoe Bay, Texas

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

All or any portion of the following outstanding obligations of the City:

Issue	**Maturities Authorized to Be Refunded**
Combination Tax and Revenue Certificates of Obligation, Series 2011	February 15, 2021 through February 15, 2030, inclusive

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. Statistical and financial data with respect to information described in the Pricing Certificate.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

Preliminary Refunding Summary

$5,405,000 General Obligation Refunding Bonds, Series 2020

Refunded Certificates of Obligation				
Issue	Maturities	Interest Rates	Amount	Callable Beginning
Series 2011	2021 - 2030	2.85% - 3.90%	$ 5,830,000	2/15/2020
			$ 5,830,000	

Preliminary Summary of Results	
Par Amount of Refunding Bonds	$ 5,405,000
Est. True Interest Cost (TIC)	2.071%
Est.Total Debt Service Savings	***$ 421,328***
Est. Net Present Value Savings ($)	***$ 374,046***
Net Present Value Savings (%)	***6.416%***

Projected Annual Savings			
9/30	Existing D/S	Post-Ref Net D/S	Est. Savings
2020	$ 100,358	$ 78,972	$ 21,386
2021	693,590	655,175	38,415
2022	693,740	651,375	42,365
2023	692,800	654,700	38,100
2024	695,648	654,900	40,748
2025	697,020	659,200	37,820
2026	697,005	657,600	39,405
2027	695,700	655,200	40,500
2028	693,065	652,000	41,065
2029	693,965	652,900	41,065
2030	693,260	652,800	40,460
	$ 7,046,150	$ 6,624,822	$ 421,328

All assumptions are as of January 7, 2020 for purposes of illustration only and subject to change.

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

City of Horseshoe Bay, Texas
Summary Timetable for Issuance of
General Obligation Refunding Bonds, Series 2020

*Tuesday, January 21, 2020	•	City Council adopts an ordinance authorizing the issuance of the Refunding Bonds and directing City Staff to act as pricing agent if City Council parameters are met within six months.
Wednesday, January 22, 2020	•	Draft Preliminary Official Statement is circulated by financial advisor for comment.
Week of January 26, 2020	•	Rating agency call with City Staff.
Monday, February 10, 2020	•	Ratings are received.
Tuesday, February 11, 2020	•	Preliminary Official Statement electronically distributed by financial advisor.
Tuesday, February 18, 2020	•	Bonds are priced with underwriters by financial advisor (tentative date, based on market conditions.)
	•	Award. Bonds are awarded to winning bidder by signature of City Staff assuming parameters established by City Council are met.
Wednesday, February 19, 2020	•	Call notice sent on Series 2011 Certificates of Obligation.
Thursday, March 19, 2020	•	Closing. Bonds are delivered and funds wired to escrow agent to redeem 2011 COs.
Friday, March 20, 2020	•	Series 2011 COs redeemed.

* Requires Official Council Meeting.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Tim Foran, Public Works Director

RE: Award Contract for Street Seal Coating Project

A request for bids was published in the Highlander on December 10, 13, 17, and 20 for the approximately 9-mile seal coating project area. A sealed bid opening was scheduled on January 3. Staff has had ample time to review the bid and make an informed recommendation to Council.

Only one bid was received for this project by Alpha Paving Industries in the amount of $766,563. The City Council budgeted 1,000,000 for this project in FY 20.

The scope of this project includes providing all labor, material, equipment, and services necessary for successful completion of this seal coating project.

The bidder has met all qualifications outlined in the bidder packet and staff recommends the contract be awarded to Alpha Paving.

Enclosures: Proposal
Contract
Map

alpha paving INDUSTRIES LLC

15 Roundville Lane, Round Rock, Texas 78664 PHYSICAL
Post Office Box 6565, Round Rock, Texas 78683 MAILING
512.677.9001 | 512.677.9002 FAX | www.alphapaving.com
COMMERCIAL | MUNICIPAL | AVIATION | MULTI FAMILY
PAVING - REPAIRS - SEALCOAT - STRIPING - CONCRETE - ADA

rated by Austin Business Journal ONE OF THE TOP 50 FASTEST GROWING COMPANIES in central tx. 2015

Date: 1/3/2020

Company: CITY OF HORSESHOE BAY
Contact: TIM FORAN 512-656-1844
Address: 1 COMMUNITY DR HORSESHOE BAY, TEXAS
Email: TFORAN@HORSESHOE-BAY-TX.GOV

Project: HIGHLANDS
Address: HORSESHOE BAY, TEXAS

PROPOSAL	Quantity	Unit Price	Total
LIQUID ROAD PAVEMENT SEALER *Clean pavement thoroughly using powered blowers and brooms* *Apply Liquid Road Polymer Modified Fiber Reinforced Pavement Sealcoat.* *Apply via 3 coats at a total of 0.50 GAL/SY* *Work to be done in full street width sections and phased for residents.*	130,533 SY	$ 3.60 /SY	$469,918.80
JOINT SEALING WITH ROUTING FOR CURBLINE *Remove all vegetation in curbline joint via hot air lance/apply weed killer.* *Rout the curbline joint to create reservoir for sealant.* *Seal joint using hot rubberizied sealant and minimize coverage onto curb.* *Note: We cannot guarantee against future vegetation growth.*	94,336 LF	$ 1.10 /LF	$103,769.60
5" FULL DEPTH ASPHALT REPAIRS - 15 AREAS *Sawcut, demo, and haul off damaged pavement in specified areas* *Apply tack coat and repave with 5.0" of Asphalt in 2 lifts*	1,543 SY	$125.00 /SY	$192,875.00

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

Subtotal	$ 766,563.40
TAX EXEMPT	$ -
Grand Total	**$ 766,563.40**

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.
I agree to complete a Project Information Form (next page) prior to scheduling of work.

Thank you for the opportunity to bid this work. Please let me know if you have any questions!

Bobby Edwards
512-605-9937
bobby@alphapaving.com

Authorized Signature | Printed Name | Title | Date

2013 SMALL BUSINESS OF THE YEAR CITY OF AUSTIN SMBR | BBB A+ | THE CHAMBER ROUND ROCK TEXAS ACCREDITED | GREATER ACEA | AUSTIN apartment association | AUSTIN BUSINESS JOURNAL 2013 FAST 50 #6 | HUB

Need Roofing? Alpha Roofing can help! Award-winning - Professional - Experienced Visit us at www.alpharoofingtexas.com

CONTRACT AGREEMENT

Owner:
CITY OF HORSESHOE BAY
1 COMMUNITY DRIVE
HORSESHOE BAY, TX 78657

Contractor:
ALPHA PAVING INDUSTRIES, LLC
PO BOX 6565
ROUND ROCK, TX 78664

ARTICLE 1
THE WORK

1.1 Owner may from time to time enter into contracts for the performance of certain work. Owner may from time to time desire to contract a portion of such work to Contractor. The terms and conditions here of shall govern any services to be performed and/or equipment to be furnished by Contractor to Owner.

1.2 Contractor agrees to be bound to Owner by all the terms of the General Contract between Owner and Contractor including, but not limited to, the plans, specifications, general, supplementary and special conditions and any addenda or changes thereto (the "General Contract Documents") pursuant to which the Work being contracted to Contractor is to be performed. Contractor shall perform any Work in accordance with the documents stipulated by the Contract for such Work. "Owner" shall mean the Owner and/or Construction Manager and/or Prime Owner (whichever parties Owner is obligated to), for purposes of these Master Contract Terms and Conditions. All of Contractor's obligations apply also to its subcontractors, of every tier.

1.3 For each project, Contractor represents and warrants that it has closely reviewed the Contract Documents, including the Drawings and Specifications and the project site and is not aware of any material defect of error in such Documents. Contractor further represents that it will be able to perform the Work in strict accordance with the Contract Documents including work that may be reasonably inferred to be required for the completion of the Work within the time required by Owner and for the contract Amount, and in accordance withal all applicable laws and codes.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 Time is of the essence. The Work to be performed for each project shall be found in Exhibit A and in accordance with Owner's schedule, as reasonably amended from time to time, and subject to authorized adjustments. Contractor has taken into account and made reasonable allowance for delays that should be reasonably anticipated or foreseeable.

2.2 The Contractor agrees to make any claim for extensions of time or for damages, delays, additional cost or otherwise to the Owner, provided however, that any such claim must be submitted to Owner. The Owner will not be liable to the Contractor on any claim not timely or properly presented

2.3 In the event that Contractor's performance of the Work is delayed, obstructed, hindered or interfered with, for any reason and for any period of time, by acts or omissions of Owner, or other subcontractors, Contractor may request an extension of time for performance of the Work but shall only be entitled to any increase in the contract price or to damages or additional compensation as a consequence of such delays, obstructions, hindrances or interference to the extent that the General Contract Documents entitle Owner to compensation for same.

2.4 Contractor acknowledges that although the General Contract Documents with the Owner may stipulate a particular time of completion, Owner may intend to construct the Project in less time. Contractor shall immediately commence Work upon notification from Owner and supply sufficient, qualified and competent supervision and forces, adequate materials and equipment at all times as to not interfere with or delay the entire work, (or any of its parts) or any other trade.

2.5 Contractor shall notify Owner in writing of any objection to any schedule or amendment within three (3) days after receipt, or its failure to object will constitute acceptance.

ARTICLE 3
SUBCONTRACT SUM

3.1 Owner shall pay the Contractor for the diligent and proper performance of the Work per the Scope of Work and Total Contract Amount found in Exhibit A, subject to additions and deductions by Change Order as provided in the Contract Documents,

3.2 All sums tentatively earned by Contractor for the partial or complete performance of the Work and any balance of unearned contract funds shall constitute a fund for the purpose of: (a) First, full competition of the contract work; (b) Second, payment of any back charges or claims due Owner from Contractor; (c) Third, payment to the subcontractors, laborers, material and service suppliers of Contractor who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if Project is bonded). Such tentative earnings shall not be due or payable to Contractor or anyone else claiming in Contractor's place and stead, including by not limited to a Trustee in bankruptcy, receiver or assignee of Contractor, until all and unless such contract work is fully and satisfactorily completed and any amounts under a, b or c above are fully paid and satisfied.

ARTICLE 4
PROGRESS PAYMENTS

4.1 Applications for Payment shall be submitted monthly in accordance with the following procedure:

4.1.a Contractor shall submit to the Owner an Application for Progress Payments after certain project milestones are reached. Project milestones shall be determined by the Owner with input from the Contractor.

4.1.b All progress payments and final payment to Contractor for any Work are contingent upon and subject to Owner's acceptance of such Work.

4.1.c Final payment will be paid within ten (10) days of acceptance of and payment for the entire contract by the Owner but not before delivery of executed releases from Contractor as required by the Owner, Consent of Surety, Warranties and any similar items required by this agreement.

4.1.d Before issuance of the final payment, Contractor, if requested by Owner, shall submit evidence satisfactory to Owner that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied.

4.1.e Title for all materials and work covered by estimates and/or requisitions for payment for which progress payments have been made shall pass to the Owner (or the Owner, if the arrangements between the Owner and Owner so provide). However, this provision shall not be considered as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made, the restoration of any damaged Work or the maintaining of insurance thereon if required by other provisions of the General Contract Documents, nor shall it be considered as a waiver of the right of the Owner to require fulfillment of all the items of the contract.

4.2 The Contractor shall furnish the Owner with such partial releases and waivers of lien from his subcontractors, material men and creditors and himself as the Owner may request from time to time on labor and/or materials and/or other claims, and final releases and waivers of lien at the time of final payment.

4.3 The Contractor agrees, covenants and creates this express trust that all monies received by it for the performance of Work on a project shall be used first for the purpose of paying for all labor and materials used in the performance of the Work on the Project prior to any other use of such funds; and in making such payments the Contractor will specifically state, represent and warrant that the funds received by it and disbursed by Owner have been used to satisfy all such past and present obligations for the Project .

4.4 Acceptance of final payment by Contractor shall constitute a waiver of any and all claims Contractor may have against Owner.

4.5 Contractor understands and agrees that, as further conditions precedent to Owner's obligation to pay Contractor sums otherwise due under this Agreement, Contractor must execute and deliver to Owner the following items: (a) payment and performance bonds in the Subcontract Amount executed by an approved surety, if required; (b) standard insurance certificate form(s) confirming Contractor's required policies and coverages.

4.6 Owner's partial and/or final payment to Contractor shall not be evidence of the Contractor's partial or complete performance of the Work or this Agreement. Furthermore, Owner's partial and/or final payment to Contractor shall not be construed as an acceptance or waiver of defective Work or improper materials and shall not relieve Contractor of its obligations pursuant to this Agreement.

4.7 Before paying any amount to Contractor, the Owner is authorized to deduct (a) any obligations which Contractor owes Owner, (b) costs necessary to complete and/or correct the Work performed under this Subcontract, (c) any amounts Owner deems necessary to reserve in order to protect Owner or others against claims made regarding Contractor's Work or payments claimed by subcontractors or suppliers to Contractor, and (d) any and all liabilities or claims, which Owner has or may have against Contractor, arising under or relating to the Subcontract.

ARTICLE 5
INSURANCE

5.1 Throughout the performance of the work, Contractor shall obtain and maintain at its own cost policies of insurance as may be required by the Contract Documents, all in form and substance acceptable to, and written by a company or companies acceptable to Owner. Unless greater coverage is required in the Contract Documents, it is agreed that the amounts of coverage which are reasonable and adequate for Contractor's Work in connection with the Project shall be as described in **Schedule A** attached hereto. Each policy of such insurance shall provide that the insurance coverage set forth therein shall not be modified or canceled without giving the Owner and any other party designated by Owner at least thirty (30) days advance written notice thereof. Should Contractor fail or neglect to provide the required insurance, Owner shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Contractor any and all premiums paid by Owner for and on account of said insurance. Owner shall be named as an additional insured under said policies.

5.2 Contractor, not later than ten (10) days after execution hereof, shall deliver to Owner Certificates of Insurance and copies of policies evidencing all of such insurance and, in any event, shall not commence any of its work on the Project until it has purchased all of such insurance and delivered such certificate and copies of policies to Owner. Acceptance by Owner of a Certificate of Insurance provided by the Contractor shall not relieve the Contractor of its obligation to provide the insurance and policies with coverages and limits as required in the Contract Documents and this Subcontract even if said insurance, policies, limits and coverages are not shown in the Certificate of Insurance.

5.3 The Owner and Contractor hereby acknowledge and agree that: (a) the Contractor meets the qualifications of an independent Owner under Article 8308, Section 3.05 of the Texas Workers' Compensation Act (the "Act"); (b) the Contractor is operating as an independent Owner as that term is defined under Article 8308, Section 3.05 of the Act; (c) the Contractor assumes the responsibilities of an employer for the performance of work including, but not limited to, the work required to be performed by Contractor under this Subcontract on the project; and (d) the Contractor and the Contractor's employees are not employees of the Owner for the purposes of the Act.

5.4 Insurance similar to that required of Contractor shall be provided by all subcontractors (or provided by Subcontractors behalf of sub-subcontractors) to cover their operations performed under any subcontract agreement.

5.5 Contractor hereby releases and shall cause its subcontractors to release, Owner and Owner from any and all claims or causes of actions whatsoever which Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor and/or its subcontractor pursuant to this agreement.

ARTICLE 6
CHANGES IN THE WORK

6.1 Contractor may be directed in writing by Owner without invalidating the contract, to make changes in the Work within the general scope of the contract consisting of additions, deletions or other revisions, and the contract Sum and the Contract Time may, if appropriate be adjusted accordingly. Contractor shall promptly submit to Owner written copies of any claim for adjustment to the contract sum and Contract Time for the revised work in a manner consistent with the contract Documents as direct by Owner. Each Change Order shall confirm Contractor's agreement with the cumulative effect and impact of all previous Change Orders.

6.2 No alterations, increases or decreases shall be made in the Work as shown except on the written directive of Owner, and so made, the value of the work or materials added or deleted shall be computed and determined by Contractor, and is subject to the written approval and acceptance by Owner. The amount so determined, if accepted shall be added to or deducted from the contract Amount. Contractor shall have no claim for additional work, or changed work, or changed contract time, unless such work or extension has been done in pursuance of a written order from Owner. Any extra work performed without such written order will be at the Contractor's expense.

6.3 If owner or Owner disputes the validity or amount of a Change Order Request submitted by Contractor, but instructs Contractor to proceed with the Work pending resolution of the dispute, Contractor shall promptly commence such disputed Work, and keep daily accurate records of all cost incurred, as verified by Owner. A complete cost backup, including all supporting documents from Contractor's vendors and subcontractors of every tier and source documents for all other cost must be provided to Owner. Claims for additional cost must be made as provided by the General Contract Documents.

6.4 If Owner requests Contractor to submit pricing for changes, Contractor shall provide such pricing promptly, not later than three (3) working days of such request. Pricing shall be submitted in the manner and on forms required by Owner. Contractor shall not submit for payment any changes until the Change Order is signed by Owner and Contractor.

ARTICLE 7
CONTRACTOR

7.1 Contractor agrees to furnish all labor, supervision, materials, equipment, tools, fees, licenses, permits, insurance, taxes (including without limitation all applicable federal and state taxes) and all other items incidental thereto of reasonably inferable therefrom required to perform the Work. Contractor agrees to perform and complete the Work in a workmanlike and expeditious manner, in strict conformity with the Contract Documents, with an adequate number of skilled and competent supervisors and workers, in strict compliance with all applicable regulations, laws, customs, codes and ordinances and pursuant to the requirements of the Owner. Contractor shall be responsible for unloading, and hoisting all of its materials, supplies, tools and equipment in order to ensure the timely completion of Contractor's Work.

7.2 Contractor is responsible for daily clean-up, removal and disposal of all debris associated with their Work. Unless otherwise stated in the Work Order, Contractor may deposit its non-hazardous debris in dumpsters provided by Owner. Contractor shall place no hazardous materials in such dumpsters. If Contractor fails to provide daily clean-up, Owner may provide the labor and equipment for such clean-up and charge the Contractor for Owner's cost. Prompt notice and proper documentation will be provided to Contractor. Contractor shall clean up to the satisfaction of Owner all dirt, grease, marks, etc.

7.3 The Contractor represents and warrants to Owner that it is sufficiently capitalized and financially solvent to perform the Work for the Project without necessity of securing any advancement of money or credit with the proceeds of this Subcontract. In the event this representation becomes untrue or changes, the Contractor shall immediately notify the Owner of the changes in its financial condition requiring securing any advancement of money or credit with the proceeds of this contract. Contractor will not assign the contract nor subcontract all or portions of the contract without the written consent of the Owner. It is the intention of the parties that Contractor will not assign any amount due or to become due under the contract.

7.4 Contractor agrees that all personnel used for the Work shall be qualified by training and experience to perform their assigned tasks. At the request of Owner, Contractor shall remove from the site any personnel deemed by Owner to be incompetent, careless, unsafe, unqualified to perform the work assigned, uncooperative or otherwise unsatisfactory to Owner. Contractor will remove any personnel from any project upon reasonable request from Owner. No increase in Contractor's cost shall be allowed for substitution of personnel.

7.4.a If Contractor at any time shall: (1) refuse or fail to supply adequate and competent supervision, or skilled workmen or materials of the proper quality or quantity; (2) fail in any respect to prosecute the Work with promptness and diligence; (3) fail to pay its suppliers, workers or subcontractors or other debts in a timely manner; (4) fail to promptly correct any defective work; (5) fail to provide proper insurance; (5) fail to give financial assurances or guarantees when requested by Owner; (6) or otherwise breaches the contract by failing in the performance of any warranty, covenant agreement on its part; Owner shall have the option, after twenty-four (24) hours written notice to Contractor, without prejudice to any other remedy Owner may have, supplement Contractor's forces and provide any labor or materials deemed necessary by Owner and to deduct the cost thereof from any money due or thereafter to become due by Owner to Contractor or to terminate the Subcontract. In addition, Owner may terminate contractors right to proceed or continue with the Work. Owner may employ any other person or persons to finish the Work and to provide the materials therefor. If Contractor is in default, Contractor shall not be entitled to receive any payment which might otherwise be due it until all of Contractor's obligations shall be performed and payment in full has been made by Owner, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Owner in finishing Contractor's Work, plus any costs or damages sustained by Owner by reason of such failure or lack of performance by Contractor, including attorney fees, such excess shall be paid by Owner to Contractor. If such expenses, costs and damages exceed such unpaid balance, Contractor shall pay the difference to Owner.

7.4.b Owner may at any time, at will and without cause, terminate the contract for any reason. Such termination for convenience shall be effective immediately by giving Contractor written Notice. Contractor shall continue to prosecute any part of the Work not terminated. Contractor shall require a comparable termination for convenience provision in all lower-tier subcontracts and purchase orders. If Owner terminates any part or all of the Work for convenience, Owner shall incur no liability to Contractor because of such termination, except that Contractor may be entitled to payment for (1) Work properly executed prior to the effective date of the termination and (2) reasonable cancellations cost directly related to such termination; provided however, Owner must authorize such Work in advance and in writing, Owner must first pay Owner all such sums, and Contractor must satisfy the other conditions precedent to payment described in this contract. Contractor shall not be entitled to any special overhead, anticipated profits, or to any direct, indirect, incidental or consequential damages. If it

should ever be determined that Owner terminated a Contract without cause, it shall be deemed a termination for convenience and Contractor shall be entitled to seek only the relief as stated in this subparagraph 7.4.b.

7.4.c Owner shall also have the right to proceed with the Work while awaiting a response to its notice of default or adequate assurances from Contractor (or its Surety) or an election to assume or reject a contract from a bankruptcy court. Termination for either cause or for convenience shall not affect any right or obligation which is accrued or vested prior to such termination.

7.5 If Contractor is responsible for any delays in the time and sequence of the schedule, Contractor shall pay Owner for all cost and damages suffered by Owner as a result of such delays, including by not limited to any damages (liquidated damages or otherwise) assessed against Owner under the General Contract Documents. Time is of the essence to this contract.

7.6 Any time Contractor is behind schedule in its Work, Contractor shall, at its own expense, perform any overtime work necessary to bring its Work back on schedule. Owner may, at any other time, direct Contractor to perform additional overtime work and Owner shall pay the cost of the premium time only without overhead or profit.

7.7 The Contractor shall obtain and pay for all permits, fees, and licenses required to perform the Work and will comply with all ordinances, statues and regulations relating to any Work, including, but not limited to prevailing wage and equal opportunity requirements. Contractor will hold harmless, indemnify and defend Owner for all cost, losses, expenses and fines of any nature whatsoever caused in whole or in part by Contractor's failure to comply with such ordinances, statutes or regulations.

7.8 Contractor shall review and accept the condition of any work related to the performance of its Work. If Contractor observes any condition that is not in conformity with the General Contract Documents or any condition that might prevent Contractor from properly performing the Work, Contractor must promptly notify Owner in writing of such nonconformity or condition. If Contractor proceeds without written notice to Owner, it shall be deemed to have accepted the conditions of the other work.

7.9 The Contractor shall effectively secure and protect its materials and Work and adjacent work and not damage the work of the Owner and other subcontractors and shall bear and be liable for all loss and/or damage for any kind in connection therewith whether as a result of an act, an omission to act, faulty material or faulty workmanship.

7.10 Contractor understands and agrees that it is an independent Owner and shall be solely responsible for establishing and maintaining a safe work environment in connection with its Work. It is Contractor's responsibility to inspect the Work area prior to commencing any Work and to report to Owner in writing any unsafe or hazardous conditions. The Contractor agrees not to remove guards or safety appliances. Contractor shall take all reasonable safety precautions with respect to its Work, shall comply with all safety measures required by the Owner or Contract Documents.

7.11 Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all Work under the Contract shall be of good quality, free from faults and defects and in conformance with the Contract and all applicable laws, rules, regulation sand ordinances for a period of one (1) year from the date of substantial completion of the Project as a whole . All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The warranty provided in Paragraph 7.11 shall be in addition to and not in limitation of any other warranty or remedy required by law or by contract. Contractor shall indemnify and hold Owner and Owner harmless from and against any direct and/or consequential damages resulting from Contractor's defective or non-conforming Work.

7.12 Contractor shall make all claims promptly to Owner for additional cost, extensions of time, damages, delays or other caused in strict accordance with the Subcontract Documents. Any such claims must be received by Owner not less than seven (7) working days preceding the time by which Owner's claim must be made to the Owner. Compliance with this Article 7.12 shall be a condition precedent to Contractor's right to assert such claims and failure of Contractor to make such a timely claim shall bar Contractor's claims.

7.13 **<u>INDEMNITY</u> – A) IN EXCHANGE FOR GOOD AND VALUABLE CONSIDRATION, CONTRACTOR SHALL INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND OWNER, OWNER AND ALL OF THEIR CONSULTANTS, AGENTS, OFFICERS, REPRESENTATIVES AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABLITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH, FINE, PENALTY OR OTHER ACTION BROUGHT OR ASSESSED BY A GOVERNMENTAL ENTITY, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, OR IS**

CAUSED BY OR ARISES OUT OF THE USE OF ANY PRODUCTS, MATERIAL OR EQUIPMENT FURNISHED BY CONTRACTOR.

B) EXCEPT AS STATED IN (C) BELOW, CONTRACTOR SHALL INDEMNIFY THE INDEMNITEES TO THE EXTENT SUBCONTRACTORS NEGLIGENCE OR WRONGFUL MISCONDUCT CAUSED SUCH LOSS, DAMAGE OR EXPENSE.

C) IN THE EVENT OF ANY INJURY OR DEATH TO AN EMPLOYEE OF CONTRACTOR, ITS SUB-SUBCONTRACTORS, VENDORS OR LESSORS (OR ANY INDEPENDENT OWNER THEREOF), IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED ABOVE IS INTENDED TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM CONSEQUENCES OF THEIR OWN REAL OR ALLEGED NEGLIGENCE, WHETHER SUCH NEGLIGENCE TO BE JOINT, CONCURRENT, ACTIVE OR PASSIVE.

D) IN ANY AND ALL CLAIMS AGAINST OWNER, OWNER OR ANY OF THEIR AGENTS OR EMPLOYEES, BY ANY EMPLOYEE OF CONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH 7.13 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

E) CONTRACTOR UNDERSTANDS AND AGREES THAT ITS OBLIGATIONS OF INDEMNIFICATION SHALL CONTROL OVER ANY CONFLICTING PROVISION IN THE CONTRACT DOCUMENTS AND SHALL SURVIVE TERMINATION OR EXPIRATION OF ANY WORK ORDER.

F) CONTRACTOR IS NOT REQUIRED TO INDEMNIFY OWNER FOR DAMAGES DUE TO THE SOLE NEGLIGENCE OF OWNER.

7.14 Contractor shall save and keep the Project and all improvements thereon free from all mechanic's liens and all other liens by reason of the Work or any labor, materials, or other things used therein. If Contractor fails to remove any lien by "bonding around" it or otherwise, Owner may retain sufficient funds, out of any money due or thereafter to become due by Owner to Contractor, to pay the lien and all costs incurred by reason thereof, and may pay or bond around said lien or liens and deduct such costs out of any funds at any time in the hands of Owner owing to Contractor. Nothing herein shall prevent Contractor from filing its own lien if otherwise entitled to do so.

7.15 Contractor warrants its workforce is authorized to work at the project location and shall comply with all Federal, State and local employment and immigration laws and regulations. Contractor shall not be entitled to change orders or time extensions due to changes in such laws or regulations. Contractor shall indemnify and hold Owner harmless form all cost incurred by Owner resulting from Contractor's failure to comply with such laws or regulations.

7.16 Neither Contractor, lower-tier subcontractors nor any of their employees shall take photographs of the Work or site, publish or display advertising matter of any description relating to the Project, or display signs at or near the Project without first obtaining the written consent of Owner and the Owner.

ARTICLE 9
MISCELLANEOUS PROVISIONS

8.1 No proposals or oral understandings are valid unless specified in writing. The Contract Documents represent the entire and integrated agreement between Contractor and Owner. Work Orders and other Contract Documents shall be read to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, Contractor shall be bound by the more stringent requirement as determined by Owner.

8.2 The Contractor shall take all reasonable safety precautions pertaining to the Work and the conduct thereof and shall comply with all applicable safety and health laws. Contractor shall comply with all applicable laws, ordinances, rules, regulations or orders issued by all public authorities with jurisdiction over all or part of the Work as well as rules established by Owner or the Contract Documents. Contractor shall familiarize itself with and abide by the safety rules and regulations of any governmental bod, including by without limitation to, the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto. Contractor shall and is responsible for establishing and enforcing such safety measures as may be required by the nature of the Work.

8.3 Upon first notice of any injury (alleged or actual), Contractor's employee or sub-Contractor's employee, any 3rd party and/or property damage allegations or claims, a copy of any internal report(s) and/or accident reports produced or provided to Contractor shall be furnished to Owner. Contractor agrees to cooperate fully in any investigation including providing documents as may be required by Owner.

8.4 Contractor is solely responsible for the safety of its employees, agents, and subcontractors and shall maintain its own safety program, which shall meet all applicable federal, state and/or local safety related laws and regulations. Contractor will release, indemnify, defend and hold harmless Owner from any claims, demands, losses or fines incurred by Owner caused in whole or in part by contractors' failure to comply with any safety law, regulation ordinance or rule.

8.5 Notwithstanding any provision to the contrary in this Agreement, Contractor shall in all respects be acting as an independent Contractor and under no circumstance or condition as an agent, employee or partner of Owner.

8.6 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

These Contract Terms and Conditions have been received, read acknowledged and agreed to as of this 21st day of January 2020.

OWNER:

City of Horseshoe Bay
1 Community Drive
Horseshoe Bay, TX 78657

By:_____

Printed Name: Cynthia Clinesmith

Title: Mayor

Date: January 21, 2020

CONTRACTOR

Alpha Paving Industries, LLC
PO Box 6565
Round Rock, TX 78683

By: D. Andrew Kim

Printed Name: D. Andrew Kim

Title: President

Date: 1/16/20

SCHEDULE A

INSURANCE REQUIREMENTS:

The Owner shall procure for the Owner's Work and maintain in force Worker's Compensations, Automobile, Commercial General Liability, and Umbrella/Excess insurance policies. Owner shall endorse its insurance policies to state that Owner shall be notified at least thirty (30) days in advance in the event of cancellation, non-renewal, or material modification of any such policies. Owner to submit acceptable certificates from Owner's insurance company to confirm compliance with the insurance requirements set forth below.

The Contractors insurance shall comply with the following minimum requirements:
All additional insured status should be held on ISO forms CG2010 07/04 and CG2037 07/04 or equivalent and include coverage for ongoing and completed operations. Additional insured status must be held on a primary basis and be continued for a 2-year period.

Commercial General Liability Insurance – Owner shall be listed as an additional insured with waver of subrogation in favor of Owner, and Owner's insurance as primary and non-contributory as respects any other insurance. The limits of liability shall not be less than the following:

(1) Each Occurrence Limit	$1,000,000
(2) General Aggregate (limit will be on a per project basis)	$1,000,000
(3) Products/Completed Operations Aggregate	$1,000,000
(4) Personal and Advertising Injury Limit	$1,000,000

Comprehensive Automobile Liability Insurance – Owner shall be listed as additional insured. The limit of liability shall not be less than the following:

(1) Combined single Limit Bodily Injury and Property Damage	$1,000,000 each occurrence

Worker's Compensation Insurance – Statutory benefits and Waiver of Subrogation in favor of Owner. The limits of liability shall not be less than the following:

(1) Employers Liability	
Each Accident	$500,000
Each Employee by Disease	$500,000
Aggregate by Disease	$500,000

Umbrella/Excess Insurance – Policy to be "follow form" and the limit of liability shall not be less than $1,000,000 in excess of underlying coverages listed above.

Coverages shall be maintained without interruption from date of commencement of the Owner's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.
WAIVERS OF SUBROGATION

Every policy shall be endorsed with a waiver of subrogation in favor of the Owner. Owner waives all rights against Owner, their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.

EXHIBIT A

Project:
The Highlands

Scope:

Description	Quantity	Unit Price	Total
LIQUID ROAD PAVEMENT SEALER	130,533 SY	$3.60/SY	$ 469,918.80
JOINT SEALING WITH ROUTING FOR CURBLINE	94,336 LF	$1.10/SY	$ 103,769.60
5" FULL DEPTH ASPHALT REPAIRS - 15 AREAS	1,543 SY	$125.00/SY	$ 192,875.00

TOTAL CONTRACT AMOUNT: $ 766,563.40

Highlands Pavement Resurfacing

Streets in RED to be resurfaced
(also includes Acacia which is outside map area)

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and Council

From: Stan R. Farmer, City Manager & Rex Baker, City Attorney

RE: Resolution 2020-12: Approving the Sale of the Fuchs' House

The City acquired the Fuchs House and surrounding property from the Horseshoe Bay Resort in 2013. After many years of ownership, the City has decided that it is in the best interest of the property that the City sell it in accordance with Texas Local Government Code Section 253.014 ("Section 253.014"). In order to protect the historical nature of the Fuchs House and ensure that it will be properly maintained and renovated, the City will place certain restrictions and covenants on the property. The restrictions and covenants are described in the Resolution.

The resolution for Council's consideration will authorize City staff and the City Attorney to select a licensed real estate broker to list the property for sale with a multiple-listing service. After 30 days, the staff will bring the offers to the Council for its approval of the sale. Thereafter, City staff will prepare the documents needed for the sale and conduct the sale.

Enclosures: Resolution

CITY OF HORSESHOE BAY

RESOLUTION NO 2020-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS APPROVING THE SALE OF THE FUCHS HOUSE

WHEREAS, The City acquired the Fuchs House and surrounding property (collectively, the "Property") from the Horseshoe Bay Resort in 2013; and

WHEREAS, The City has decided that it is in the best interest of the Property that the City sell it in accordance with Texas Local Government Code Section 253.014 ("Section 253.014"); and

WHEREAS, In order to protect the historical nature of the Fuchs House and insure that it will be properly maintained and renovated, the City will place certain restrictions and covenants on Property in substantially the form attached hereto as Exhibit "A" (the "Restrictions").

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

1) The City instructs City staff to select a licensed real estate broker to list the Property in accordance with Section 253.014.

2) The contract with the broker selected shall require that the Property be listed for sale for at least 30 days with a multiple-listing service and shall specifically describe the Restrictions that will attach to the Property.

3) The City on or after the 30th day after the date the Property is listed may sell the Property to a ready, willing, and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

4) The City staff and City Attorney are authorized to executed, deliver and recive any and all documents and take such action as is appropriate to carry out the terms of this Resolution.

5) This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED on this 21st day of January, 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

City of Horseshoe Bay, Texas

_____

Cynthia Clinesmith
Mayor

Attest:

_____

Kerri Craig
City Secretary

EXHIBIT "A"

1. The house and grounds have been a part of the community for over a century and as such, the exterior of the house must remain in its current design and configuration. Any materials used for the maintenance and/or repairs or replacements of the exterior must be similar in style and appearance as those they replace, including doors and windows. No such limitations will apply to the interior of the house.
2. The property surrounding the house has been designated as a historical site by the Texas Historical Society, and as such, the grounds must be made available to visitors to view and walk around with reasonable limits as to the days and hours of availability so as not to unreasonable interfere with the owner's use of the house. The City of Horseshoe Bay will set such days and times taking the owner's right of privacy into consideration.
3. The City of Horseshoe Bay, Texas shall have the right to place signage on the Property that give historical information about the house and grounds.

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Brent Batla, Fire Chief

RE: Ordinance 2020-10: Approving and Adopting an Amendment to the General Fund Budget for the Fiscal Year Beginning October 1, 2019 and Ending on September 30, 2020

Fire Chief is requesting approval of a budget amendment to FY 2020 Capital Purchase line item: 50955-101 Fire Rescue Boat.

The Fire Department Air Bottles and Air Packs (SCBA) are reaching their mandated end-of-life between FY 20 and FY 21. In 2019, the Fire Department submitted for an "Assistance to Firefighters Grant" (AFG) through the Federal Emergency Management Agency (FEMA) for SCBAs but did not receive the grant.

The Fire Chief believes that the SCBA replacement issue is the most critical equipment need for the Fire Department.

Therefore, to accomplish this pressing safety need, Chief would like to delay the purchase of a Fire Boat in order to conduct a thorough needs and deployment analysis. Chief would like time to approach regional stakeholders to seek funding and potential partnerships. Chief would also like to discuss the concept of a Joint Operations/Public Safety boat concept with the Police Department as their boat is reaching its replacement age. Chief would like to bring this report to council for further discussion and Council consideration at the first budget workshop. Too many questions are still unanswered or have never been properly analyzed for such a large capital purchase, i.e. where to moor the boat, how many additional firefighters are needed to staff, policy for deployment, cost/benefit analysis, will it degrade land based firefighters abilities, and no prior attempt to partner with other stakeholders to share in cost and benefit.

Staff requests that $107,000 of the Fire rescue Boat Capital Purchase line item be reallocated to use toward the purchase of new SCBA's.

Staff requests the City Council approve the FY 2020 Budget Amendment.

Enclosures: Ordinance 2020-10

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-10

FY 2020 BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF HORSESHOE BAY APPROVING AND ADOPTING AN AMENDMENT TO THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020

WHEREAS, on September 17, 2019, the City Council of the City of Horseshoe Bay (Council) adopted Ordinance 2019-41 approving a budget for the current fiscal year beginning October 1, 2019, and ending September 30, 2020; and

WHEREAS, the City Council finds and determines it is prudent to amend the Budget due to unforeseen conditions that have occurred in the City; and

WHEREAS, circumstances have arisen during the fiscal year which have, or will, require the expenditure of additional funds in some of the line items in the budget, and for which there is more than adequate funding in other line items of the budget; and

WHEREAS, the City Council now finds it in the best interest of the City of Horseshoe Bay and its residents to amend the adopted budget for the General Fund, as set forth in Exhibit "A", based on the review and analysis provided by the Finance Director

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

I.

That the City Council of the City of Horseshoe Bay hereby approves the General Fund budget amendment for the current fiscal year beginning October 1, 2019, and ending September 30, 2020, attached hereto as Exhibit A.

II.

This Ordinance shall take effect and be in force from and after its approval and publication, as may be required by law.

III.

Should any part of this Ordinance be declared invalid, for any reason, such invalidity shall not affect the remainder of this Ordinance.

III.

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

ADOPTED AND APPROVED on this 21st day of January 2020 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

Attest

Kerri Craig, City Secretary

Cynthia Clinesmith, Mayor

EXHIBIT A

City of Horseshoe Bay

FY 2020 GENERAL FUND
BUDGET AMENDMENT

1/21/2020

Fund	Account Code	Dept. Code	Account Title	Current Budget	Budget Amendment	Revised Budget
	EXPENDITURES					
	FIRE CAPITAL PURCHASES					
2	50955-101	5000	Fire Rescue Boat	137,500	(107,000)	30,500
2	50955-103	5000	Self Contained Breathing Apparatus	-	107,000	107,000
	TOTAL EXPENDITURES			137,500	-	137,500

CITY OF HORSESHOE BAY

JANUARY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Jeffrey A. Koska, Utilities Director

RE: Consideration of a Change Order #1 to Effluent Pond #1 Sludge Removal Contract

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The effluent pond sludge removal project was initiated in November to remove the existing sludge from the pond prior to the replacement of the failing synthetic liner. An original estimate of the pond sludge was based on an average density of the sludge based on percentage solids from samples throughout the pond. The original approved contract based on 20,000 cubic yards of sludge was at a cost of $310,000.

It has become apparent that these samples did not represent the actual sludge density of the bottom layer of the sludge, which was significantly higher and has led to significantly higher sludge volumes to be removed from the pond. Additional cost for removal of this additional sludge volume is $293,658.83.

Time is critical as the effluent holding capacity is currently at 50% (one pond in operation) and the need to have the new liner online prior to any spring time rains to keep from have effluent pond #2 from overflowing, and possibly incurring a TCEQ discharge violation (up to $25,000 per day fine).

Staff is requesting the Council consider and approve the additional cost of $293,658.83 to finish removing the additional sludge volume as a result of the higher density sludge. This money will come from the received bond funds.

Enclosure: None