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

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

1. **Call the Meeting to Order and Establish a Quorum**
   Mayor and City Council Members
   Mayor Cynthia Clinesmith
   Mayor Pro Tem Jerry Gray
   Council Member Kent Graham
   Council Member Frank Hosea
   Council Member Randy Rives
   Council Member Elaine Waddill
2. **Invocation**
3. **Pledges to the Flags**
4. **Announcements and Staff Recognition**
   A. Emergency Management Coordinator Fire Chief Batla COVID-19 Update
   B. Notice of November 3, 2020 General Election for Three Council Member Positions 4
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. Fiscal Year 2020 Third Quarter Financial Report
7. **Public Hearing Items**
   Public Hearing and Possible Action Regarding:
   A. Ordinance 2020-18: Extending the Temporary Moratorium for Any Development Related Activities Solely for Zone 13 Caprock and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 Within the City Limits, Until February 20, 2022 5

8. **Business**

Discuss, Consider and Possibly Take Action Regarding:

A. Discussion of Refunding Opportunity for the City of Horseshoe Bay, Escondido Public Improvement District, Special Assessment Revenue Bonds, Series 2008 — 13

B. Postal Service Update from Mayor Clinesmith

C. CAPCOG (Capital Area Council of Governments) Update from Council Liaison Randy Rives

D. Broadband Advisory Committee Update from Council Liaison Frank Hosea

E. Ordinance 2020-21: Amending Chapter 13 Utilities, Article 13.10 Water Conservation and Drought Contingency Plans — 18

F. Ordinance 2020-20: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.006(B) Definitions By Adding the Definition of Home Improvement Contractor and Manufactured Home Contractor; Revising the Regulations and Application Requirements and Amending the Title of Section 3.03.010(A)(9) To Be Titled Registration of General Commercial Contractors and General Residential Contractors, Sub-Contractors and Irrigation Contractors, Manufactured Home Contractors and Home Improvement Contractors — 76

G. Progress Report by Contractor on Construction and Issuing Two 3rd Building Re-Permits for the Cap Rock Clubhouse and for the Cap Rock Pool Building at 2622 Bay West Boulevard, *Mycon General Contractors, Applicant* — 83

H. Propose the 2020 Tax Rate — 84

I. Austin Area Research Organization Annual Membership for City Manager — 86

9. **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, June 16, 2020 — 89

B. Approval of Special Meeting Minutes, June 23, 2020 — 93

C. Approval of the Fiscal Year 2020 Third Quarter Investment Report — 95

D. Approval of a Letter of Agreement with Llano County Regarding the Annual Contract Fee for Tax Assessment and Collection Services — 97

E. Approval of Ordinance 2020-19: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.015(C)(1) Period Inspections Updating the Inspection Request Timeframe and Amending the Enforcement Language for Failure to Follow Required Procedures from a Fine Not To Exceed $500.00 to a Deposit Deduction Not To Exceed $500.00 — 99

F. Approval of Contracts for Election Services and Joint Election Agreements with Llano County and Burnet County for the November 3, 2020 General Election — 102

G. Approval of Ordinance 2020-13: Ordering a General Election to be Held in the City of Horseshoe Bay on November 3, 2020 for the Purpose of Electing Three City Council Members; Making Provisions for the Conduct of the Election and Resolving Other Matters of Incident and Related to Such Election — 134

H. Approval of Resolution 2020-16: Expressing Support for the Inclusion of Burnet County Into the Texas Countywide Polling Place Program 139

10. **Monthly Statistical Departmental Reports**
Informational reports only; no action to be taken.

A. City Manager 141

B. Finance Department 142

C. Utilities Department 169

D. Development Services 173

E. Fire Department 190

F. Police Department 193

G. Animal Control 199

11. **Executive Session**

A. Consultation with City Attorney Regarding Contractor Liability *(551.071)*

12. **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.

Election Information

The November 2020 General Election for the Horseshoe Bay City Council will be held on **November 3, 2020**. For questions about voting by mail, or topics related to how Covid-19 may impact voters, citizens must contact the Elections Administrator in their respective county. Contact information is listed below.

Three Council Member positions (currently held by Kent Graham, Jerry Gray, and Elaine Waddill) are up for election.

The first day interested candidates may file for a place on the ballot is July 20th. The deadline for filing is August 17th at 5:00pm. On July 20th, applications can be found on the City's website or from the City Secretary's office at City Hall (1 Community Drive, Horseshoe Bay, Texas 78657). Applications cannot be submitted prior to July 20th, by law.

Candidate packets will be available on the City's website and from the City Secretary's office beginning July 20th.

The last day citizens can register to vote in the November 3, 2020 election is October 5th. You can register to vote online (or check your current registration status or precinct) on the Texas Secretary of State's website: www.votetexas.gov or by visiting your respective County Elections Administrator offices (addresses below). For questions about voter registration, please call 512-463-5650 or email elections@sos.texas.gov

Early voting will begin on October 19th and end on October 30th. Voting locations will be released by the Counties in late August.

For questions about the election including dates, times, polling places, applications for ballots by mail, etc., please contact your respective County Elections Administrator:

Llano County	Burnet County
Cindy Ware Elections Administrator 1447A East HWY 71 Llano, TX 78643 Phone: 325-247-5425 Email: elections@co.llano.tx.us	Doug Ferguson Elections Administrator 106 W. Washington Street Burnet, TX 78611 Phone: 512-715-5288 Email: elections@burnetcountytexas.org

CITY OF HORSESHOE BAY

JULY 21, 2020

To: **Mayor and City Council**

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

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

RE: **Ordinance 2020-18: Extending the Temporary Moratorium for Any Development Related Activities Solely for Zone 13 Caprock and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 Within the City Limits, Until February 20, 2022; and Providing for Severability; Repealer; Effective Date; and Proper Notice and Meeting, Horseshoe Bay Resort, Ltd., Applicant**

This request for extension of the Moratorium for both Zone 13 Cap Rock and Tract BBB -2A is a continuation of several prior extensions. The Moratoriums for both properties expired on February 20, 2020, after being extended for two years in 2018. The attached Ordinance would extend the Moratoriums an additional two years until February 20, 2022. The owner has requested the extension of the Moratoriums, and letters requesting the extension are attached.

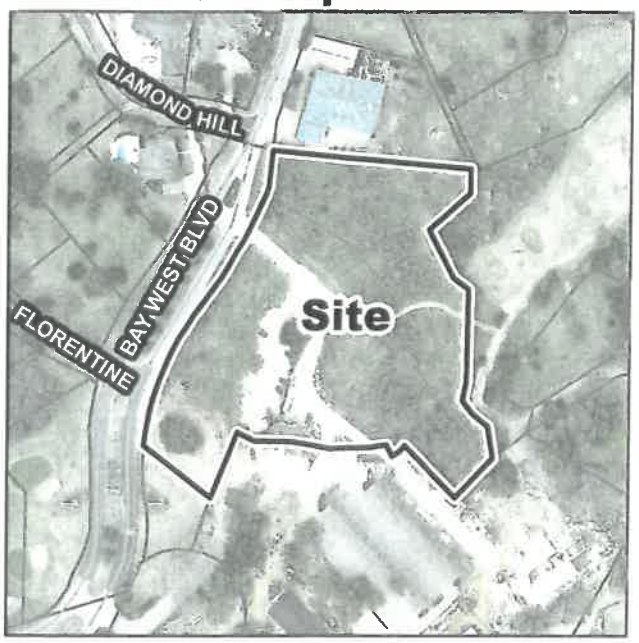
Staff is not aware of any objections to this Ordinance.

Enclosure: **Map of Moratorium Areas**
Letters from Property Owners
Ordinance 2020-18

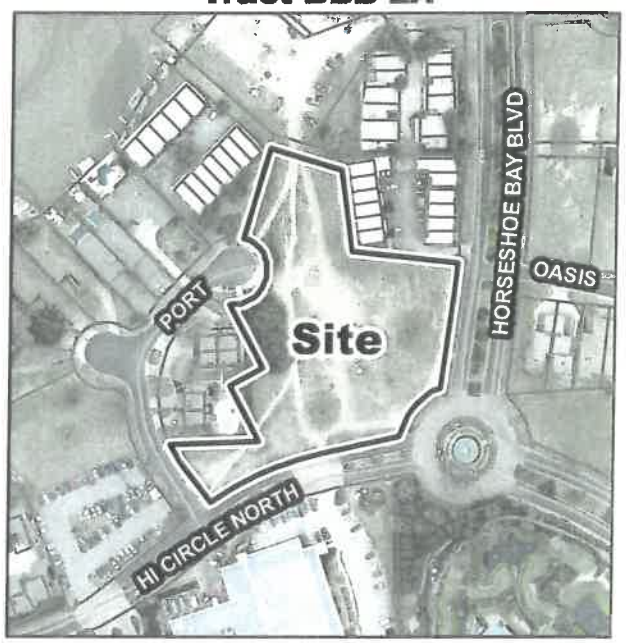
Request to Extend the Moratorium of Development

For Zone 13 Caprock and Tract BBB-2A of Zone 14 HSB Blvd.

Zone 13 Cap Rock



Tract BBB-2A



HORSESHOE BAY RESORT.
TEXAS LAKE & HILL COUNTRY
Office of Ron Lynn Mitchell
VICE CHAIRMAN / PRESIDENT / CEO

To: The City of Horseshoe Bay
Mayor Cynthia Clinesmith

June 6, 2020

Subject: Moratorium on New Construction Extension Request Zone 4-A Horseshoe Bay Proper

Mayor,

Horseshoe Bay Resort, Ltd. owner of the property within Zone 4-A – Tract BBB-2A does not object to and support an additional extension of the Moratorium on said tract.

It is understood that such extension (if approved by the City Council) will be for a period of twenty four (24) months extending from February 20, 2020 to February 20, 2022.

It is further understood that the Moratorium established by such extension is subject to repeal at any earlier date based upon the submittal of a Planned Development Zone by the owner and approval of a Planned Development Zone by a majority vote of the City Council.

It is also the owners understanding that due to uncertainty of timing for development of such property based on the current development plans being undertaken by the owner that owner may need to request additional extensions.

Sincerely,

Ron Lynn Mitchell, President, CEO Horseshoe Bay Resort

PO BOX 7766 | HORSESHOE BAY, TX 78657 | 830.598.2511 | HSBRESORT.COM

HORSESHOE BAY RESORT
Office of the Vice Chairman
Ron Lynn Mitchell

To: The City of Horseshoe Bay
Mayor Cynthia Clinesmith

May 27, 2020

Subject: Moratorium on New Construction Extension Request Zone 13 Cap Rock

Mayor,

Horseshoe Bay Resort, Ltd., owner of the property within Zone 13 (known as the Thundercloud Tract) does not object to and support an additional extension of the Moratorium originally adopted on April 27, 2006, by Ordinance No. ORD 06/24/27 by the City of Horseshoe Bay.

It is understood that such extension (if approved by the City Council) will be for a period of twenty four (24) months extending from February 20, 2020 to February 20, 2022.

It is further understood that the Moratorium established by such extension is subject to repeal at any earlier date based upon the submittal of a Planned Development Zone by the owner and approval of a Planned Development Zone by a majority vote of the City Council.

It is also the owners understanding that due to uncertainty of timing for development of such property based on the current development plans being undertaken by the owner that owner may need to request additional extensions.

Sincerely,

Ron Lynn Mitchell, Vice Chairman, President, CEO Horseshoe Bay Resort

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-18

EXTENSION OF TEMPORARY MORATORIUM ON NEW CONSTRUCTION IN ZONE 13 CAPROCK & TRACT BBB-2A OF HORSESHOE BAY WEST PLAT NO. W15.67

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, EXTENDING THE TEMPORARY MORATORIUM FOR ANY DEVELOPMENT RELATED ACTIVITIES SOLELY FOR ZONE 13 CAPROCK AND TRACT BBB-2A OF HORSESHOE BAY WEST PLAT NO. W15.67 WITHIN THE CITY LIMITS, UNTIL FEBRUARY 20, 2022; AND PROVIDING FOR SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, by Ordinance No. 06-04-27, adopted on April 27, 2006, the City Council established a temporary moratorium on the acceptance, review and approval of subdivision plats, plat amendments, replats, site development permits, and rezoning requests for new construction therein in order to protect the status quo of Zone 13 Caprock & Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 ; and

WHEREAS, said temporary moratorium was the subject of a public hearing on August 22, 2006, and was extended until December 27, 2006 by Ordinance No. 06-08-22C; and

WHEREAS, said temporary moratorium was the subject of a public hearing on December 12, 2006, and was extended until April 26, 2007 by Ordinance No. 06-12-12F; and

WHEREAS, said temporary moratorium was the subject of a public hearing on April 17, 2007, and was extended until August 24, 2007 by Ordinance No. 07-04-17A; and

WHEREAS, said temporary moratorium was the subject of a public hearing on August 13, 2007, and was extended until December 11, 2007 by Ordinance No. 07-08-13; and

WHEREAS, said temporary moratorium was the subject of a public hearing on December 11, 2007, and was extended until April 10, 2008, by Ordinance No. 07-12-1 lA; and

WHEREAS, said temporary moratorium was the subject of a public hearing on March 11, 2008, and was extended until March 10, 2009 by Ordinance No. 08-03-1 lA; and

WHEREAS, said temporary moratorium was the subject of a public hearing on February 17, 2009, and was extended until March 10, 2010 by Ordinance No. 09-02-17B; and

WHEREAS, said temporary moratorium was the subject of a public hearing on March 16, 2010, and was extended for two (2) years until March 10, 2012 by Ordinance No.10-03-16B; and

WHEREAS, said temporary moratorium was the subject of a public hearing on February 21, 2012, and was extended for two (2) years until February 18, 2014 by Ordinance No. 12-02-21E; and

WHEREAS, said temporary moratorium was the subject of a public hearing on February 18, 2014, and was extended for two (2) years until February 21, 2016 by Ordinance No. 14-02-18C;

WHEREAS, said temporary moratorium was the subject of a public hearing on February 16, 2016, and was extended for two (2) years until February 16, 2018 by Ordinance No. 16-02-16C;

WHEREAS, a public hearing was held on February 20, 2018, to consider whether such temporary moratorium should be extended two years, after which the City Council voted to extend the temporary moratorium for both Zone 13 and for Tract BBB-2A until February 20, 2020.

WHEREAS, the owners of Zone 13 and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 have requested extension of the temporary moratorium for a period of two years; and

WHEREAS, a public hearing was held on July 21, 2020, to consider whether such temporary moratorium should be extended two years, after which the City Council voted to extend the temporary moratorium for both Zone 13 Cap Rock and for Tract and BBB-2A until February 20, 2022.

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

I. FINDINGS OF FACT

The foregoing findings of fact are hereby approved and incorporated herein for all purposes. Further, the City Council finds that:

(a) Zone 13, being the Caprock Zone, and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 respectively, are unique zones within the City, being areas around which the community and City of Horseshoe Bay were founded, and being areas which the citizens of Horseshoe Bay hope to see develop in the high-quality manner as they have heretofore developed;

(b) Zone 13 and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67 are not subject to the restrictive covenants of any existing subdivision whereas the majority of the other zones within the City are subject to such restrictions, creating a perception that fewer safeguards exist to protect the high quality of development within those zones. The owners of Zone 13 and Tract BBB-2A and the City have agreed since the inception of the temporary moratorium, and continue to agree that a Master Plan for the Zones is the best method to ensure quality of development;

(c) Zone 13, the Cap Rock, is an unimproved property near the Caprock Clubhouse in the 2700 Block of Bay West Blvd. Tract BBB-2A is a vacant tract of land (legal description - Tract BBB-2A of Horseshoe Bay West Plat No. W15.67, Horseshoe Bay, Llano County, Texas) at the northwest corner of Horseshoe Bay Blvd. and Hi Circle North. However, the plans for development in both Zones are still being determined and have not been finalized. The owners of the property in Zone 13 and Tract BBB-2A continue to assure the City that a Master Plan for development will be presented to the Council as soon as possible and before February 20, 2022;

(d) Since enactment of the temporary moratorium the City Council has adopted a zoning ordinance, a building permit ordinance and a subdivision ordinance that applies to the entirety of the City. The City Council is prepared to enact a Zoning Amendment at this time for Zone 13 and Tract BBB-2A but in reliance on the property owner's request that the City wait for the Master Plan, the Council is willing to postpone such action at this time;

(e) Representatives of the City Council have met and will continue to meet with principal developers and land owners in Zone 13 and Tract BBB-2A to engage in discussions that may lead to development under a Master Plan acceptable to the City and the developers, which may include establishment of one or more Planned Development Districts, but developers and land owners need additional time to complete the Master Plan and present it to the City, so that the developers and owners of Zone 13 and Tract BBB-2A consent to an additional extension of the temporary moratorium to apply to all of the remaining property in said zones;

(f) Additional time is needed and the temporary moratorium should be extended to allow the City Council time to both develop further suitable land use regulations and to work with the principal developers and land owners in Zone 13 and Tract BBB-2A in order to ensure that the development in Zone 13 and Tract BBB-2A fulfills the goals of such developers and land owners and is in the best interest of the City.

II. EXTENSION OF MORATORIUM

The temporary moratorium is hereby extended from February 20, 2020 until February 20, 2022 for Zone 13 Cap Rock and Tract BBB-2A of Horseshoe Bay West Plat No. W15.67.

III. EFFECTIVE DATE

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

IV. REPEALER

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

V. 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.

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this 21st day of July, 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

JULY 21, 2020

TO: Mayor and City Council

THRU: Stan R. Farmer, City Manager

FROM: Margie Cardenas, Finance Director

RE: Discussion of Refunding Opportunity for the City of Horseshoe Bay, Escondido Public Improvement District, Special Assessment Revenue Bonds, Series 2008

The opportunity exists to refinance the Escondido Public Improvement District Series 2008 Bonds. Refunding the existing bonds at a lower interest rate, will allow savings for property owners of the Escondido PID. The maturity date of January 2033 will remain the same.

FMSbonds reached out to City staff to discuss the refunding opportunity in the Fall of 2019. We continued having discussions and later in April, Stan Farmer and Margie Cardenas held a conference call with Tripp Davenport (FMSbonds) where the City asked FMSbonds to reach out to the Escondido HOA for approval first. FMSbonds did that and we are ready to now discuss with City Council.

FMSbonds, Inc. has provided the analysis on the savings, for discussion purposes only in anticipation of serving as underwriter to the Issuer. FMSbonds is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity. FMSbonds, Inc. has presented the refunding idea to the Escondido HOA, and they are in favor of pursuing the refunding.

There is no action required at this time, we are asking Council's direction whether to move forward with the refunding. If the Council decides to move forward, we will need to come back to City Council for approval on this refunding in August and adoption of the updated Annual Service Plan in September. A schedule of the upcoming events is included.

Jennifer Ritter, the City's Financial Advisor and Julie Partain the City's Bond Attorney have been included in the refunding discussions.

Tripp Davenport and Robert Rivera from FMSbonds, Inc. will be present at the Council Meeting on July 21, 2020 to discuss the refunding opportunity and their discussions with the Escondido HOA. A representative(s) from the HOA will be in attendance.

The annual savings are expected to be an average of $113,000 per year for a total savings of $1,481,092 for the remaining term of the bonds. The property owners will see annual savings of $15 to $650 depending on the lot type.

Enclosures: Special Assessment Revenue Refunding Bonds, Series 2020 created by FMSbonds, Inc., showing Estimated Annual Savings by Lot Type.

Escondido PID Schedule, created by FMSbonds, Inc.

Presentation To:

City of Horseshoe Bay, Texas

Special Assessment Revenue Refunding Bonds, Series 2020
(Escondido Public Improvement District)

Estimated Annual Savings by Lot Type

July 8, 2020

FMS ROLE AS UNDERWRITER AND NOT FINANCIAL ADVISOR

FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the "Issuer". The primary role of FMSbonds, Inc., ("FMS") as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and FMS. FMS may have financial and other interests that differ from those of the Issuer. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Issuer should consider whether to engage an advisor to act in a fiduciary capacity on its behalf in connection with this transaction.

Securities offered by FMSbonds, Inc., including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC.

FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.

City of Horseshoe Bay, Texas

Overview of Estimated Average Annual Savings by Unit / Lot Type

1. The refinancing lowers every Resident's annual assessment
2. Historically low rates allow the City of Horseshoe Bay to refinance the existing assessments to lower rates
3. The refinance will not cost the residents of the PID (nor the City of Horseshoe Bay) anything
4. The lower assessments will be reflected in the 2022 tax bill
5. Below lists the various lot type in the PID and what the estimated annual savings will be for each homeowner

Summary of Refunding Estimated Annual Savings by Lot Type [1]

				Annual PID Annual Installment Savings by Lot Type / Acre [1,3]								
Tax Payment Date	**Aggregate Original PID Installment** [2]	**Estimated Aggregate PID Installment** [1]	**Estimated Annual PID Savings** [1]	**Type 1 (Lake)**	**Type 2 (Golf)**	**Type 3 (Non-Golf)**	**Type 4 (Creek)**	**Type 5 (Casita)**	**Type 6 (Villa)**	**Type 9 (Los Puertas)**	**Type 7 (Commercial)**	**Type 8 (Golf Course)**
1/31/2021	498,885	$ 394,064	104,822	$ 586	$ 296	$ 275	$ 240	$ 225	$ 172	$ 148	$ 248	$ 15
1/31/2022	493,850	380,305	113,545	634	320	298	259	243	186	160	269	16
1/31/2023	493,040	376,985	116,055	648	327	304	265	249	190	164	275	16
1/31/2024	496,068	383,505	112,563	629	318	295	257	241	184	159	267	16
1/31/2025	491,545	374,545	117,000	654	330	307	267	251	191	165	277	17
1/31/2026	491,938	375,585	116,353	650	328	305	266	249	190	164	276	16
1/31/2027	490,780	376,160	114,620	640	323	301	262	246	188	162	272	16
1/31/2028	488,073	371,410	116,663	652	329	306	267	250	191	165	276	16
1/31/2029	488,815	376,498	112,318	627	317	295	257	241	184	158	266	16
1/31/2030	487,620	371,098	116,523	651	329	306	266	250	191	164	276	16
1/31/2031	484,488	370,535	113,953	637	321	299	260	244	186	161	270	16
1/31/2032	478,418	363,978	114,440	639	323	300	262	245	187	161	271	16
1/31/2033	479,488	367,248	112,240	627	317	294	256	241	184	158	266	16
Total	**$ 6,363,005**	**$ 4,881,914**	**$ 1,481,092**	**$ 8,273**	**$ 4,178**	**$ 3,886**	**$ 3,385**	**$ 3,176**	**$ 2,423**	**$ 2,089**	**$ 3,510**	**$ 209**

Notes:

1. Preliminary and subject to change. Based on current market rates. Actual interest rates are subject to market volatility and investor demand.
2. Based on Annual Continuing Disclosure Report dated March 25, 2020. Annual Assessment includes Additional Interest but excludes annual Administration Fund collection costs which are assumed to require the same collection premiums as the outstanding bonds.
3. Savings is estimated based on information provided by the PID Administrator and includes annual collection costs. Actual annual savings may vary. Savings is evenly distributed as a percent of total lien. Savings is not adjusted for full or partial prepayments, if any.

CITY OF HORSESHOE BAY, TEXAS
Special Assessment Revenue Refunding Bonds, Series 2020
(Escondido Public Improvement District)

SCHEDULE OF EVENTS

July 2020						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

	Description	Responsibility
7/7/2020	Diligence Questionnaire Distributed	WIN
Ongoing	Diligence Provided	Administrator, City
July-August	Indenture, Bond Documents, POS, CDA and BPA drafts distributed/Comments Received	ALL
7/ 13 /2020	DEADLINE: Submit documents to City for 7/21/2020 Council Meeting	ALL
7/21/2020	**City Council Meeting:** HOA Attendance to Discuss Refunding	ALL, City
8/13/2020	DEADLINE: Submit documents to City for 8/25/2020 Council Meeting	ALL, City
8/25/2020	**City Council Meeting** ○ Adopt Parameters Refunding Bond Ordinance, Approve BPA	ALL, City
8/28/2020	POS Posted and Bond marketing commences	UW
9/2/2020	DEADLINE: Submit documents to City for 9/15/2020 Council Meeting	All
9/15/2020	Pricing	UW
9/15/2020	**City Council Meeting** ○ Adopt SAP Update	ALL, City
9/18/2020	Final documents filed with Attorney General Notice of Redemption sent to 2008 Bondholders	B, City, Trustee
9/22/2020	Post OS	WIN
10/7/2020	Receive Attorney General Approval	AG
10/9/2020	Closing	ALL
10/20/2020	Redeem 2008 Bonds	City, Trustee

Bond Counsel – Bracewell - **B**	Underwriter's Counsel - Winstead PC - **WIN**
Financial Advisor – SPFI – **FA**	City of Horseshoe Bay - **City**
Underwriter – FMSBonds – **UW**	Attorney General of Texas - **AG**

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and Council

Thru: Stan R. Farmer, City Manager

From: Jeffery A. Koska, Director of Utilities

RE: Discuss, Consider and Take Action Regarding Amendment to City Code of Ordinances Article 13.10 Water Conservation and Drought Contingency Plans

In accordance with TCEQ rules and LCRA's Firm Water Contract administrative requirements, the City's Water Conservation and Drought Contingency (WC/DC) plans are required to be amended with new updated language and revisions of data every five years.

The revisions to the Water Conservation and Drought Contingency Plans (see enclosures) include:

1) **updates of the City's utility profile information,**
2) **updated goals for next five year and ten-year timeline,**
3) **additional information on water conservation best management practices the City now employs; and**
4) **revisions to the drought management plan data.**

Staff recommends approval of the proposed Water Conservation and Drought Contingency Plans Ordinance.

Enclosures: **Proposed Article 13.10 Water Conservation and Drought Contingency Plans – (Redline Version)**
Proposed Article 13.10 Water Conservation and Drought Contingency Plans – (Clean Version)

CITY OF HORSESHOE BAY

ORDINANCE NO. ORD 2020-21

AMENDMENT TO CHAPTER 13, UTILITIES, ARTICLE 13.10 WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

AN ORDINANCE OF THE CITY OF HORSESHOE BAY AMENDING CHAPTER 13 UTILITIES, ARTICLE 13.10 WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS; PROVIDING FOR FINDINGS OF FACT; EFFECTIVE DATE, REPEALER, SEVERABILITY AND FINDING OF PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Horseshoe Bay approved Ordinance No. 15-04-21C on April 21, 2015 which provided regulations for Water Conservation and Drought Contingency Plans; and

WHEREAS, the City Council of Horseshoe Bay finds it necessary to abide by TCEQ rules, TWDB rules, and LCRA's Firm Water Contract administrative requirement that the City's Water Conservation and Drought Contingency (WC/DC) plans be amended with new updated language and revisions of data every five years; and

WHEREAS, the City Council of Horseshoe Bay finds that amending Article 13.10 provides additional information on best management practices in water conservation; and

WHEREAS, the City Council of Horseshoe Bay finds that amending Article 13.10 of the Horseshoe Bay City Code is in the best interests of the City and is necessary and proper for the good government;

Enforcement

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

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 ARTICLE

Amendment of Section 13.10 of the Horseshoe Bay City Code

Division 1. Generally

Secs. 13.10.001–13.10.030 Reserved

III. WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

DIVISION 1. GENERALLY

DIVISION 2. WATER CONSERVATION PLAN

Section 1. Overview of service area

1) The city is a political subdivision of the state - a home rule law municipal corporation incorporated in an election held in September 2005 and is the successor to the Lake LBJ Municipal Utility District (MUD), absorbed into the city in March 2006. The city operates under the Local Government Code and Texas Administrative Code and is governed by a mayor and five-member city council. A city manager is employed by the city, reporting to the mayor and city council and administers the day-to-day operations of the city.

2) The city is located in Llano County and Burnet County, Texas, adjacent to Lake Lyndon B. Johnson (LBJ). The 2020 estimated City population within the City's boundary of 16.50 sq. miles is 8,333. External service areas (17.31 square miles) is the total population served by the city's water system (city customers, outside-city customers and wholesale water customers) is estimated to be 9,421.

3) The city currently obtains one hundred percent (100%) of its water supply from surface water residing in Lake LBJ; i.e., raw (untreated) water is purchased from the Lower Colorado River Authority (LCRA). The LCRA is currently involved in intensive planning efforts concerning these water supplies, as water should be conserved and not wasted - and this is especially relevant in times of reduced rainfall, decreased lake levels, and the shortages of water supply that will accompany drought conditions.

Section 2. Purpose of water conservation plan

1) This water conservation plan is necessary for the proper management of our water resources and to ensure city residents of ample water supplies for now and in the future. The plan is a combination of strategies for reducing the consumption of water, reducing the loss and waste of water, and for improving and maintaining the efficiency of water use. This document contains long-term measures to facilitate meeting the goals identified in this water conservation plan.
2) This plan sets forth uniform requirements, guidelines, and recommendations for water conservation and emergency water demand management (drought contingency) for the city.
3) In addition, it is the intent of this water conservation plan to meet all the requirements of these agencies:
   a) Texas Water Development Board (TWDB) - Texas Administrative Code (TAC) 31, chapters 363, 371, 375, 382, and 384;
   b) Texas Commission on Environmental Quality (TCEQ) - 30 TAC chapter 288; and
   c) Lower Colorado River Authority (LCRA) - Requirements associated with submittal of water supply contracts.

Section 3. Definitions

The following words and terms, when used in this water conservation plan, shall have the following meanings unless the context clearly indicates otherwise.

City of Horseshoe Bay. The public water purveyor (supplier) responsible for providing water service to retail customers within its city boundaries and any out of city or to any wholesale customers in adjacent areas, or its city council, city manager, or staff, as the context dictates.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Drought contingency plan. A strategy or combination of strategies for temporary water supply management and demand management responses to temporary and potentially recurring water supply shortages and/or emergencies.

GPDC. The acronym for gallons per day per capita.

Industrial use. The use of water in processes designed to convert materials of a lower order into materials of greater value or greater usability.

Irrigation use. The use of water for the irrigation of crops, trees, lawns, and landscapes, and other similar uses.

Irrigation water use efficiency. The percentage of that amount of irrigation water which is beneficially utilized by the substance under irrigation.

Lower Colorado River Authority (LCRA). The regional water supply agency that provides the surface water supply to the city.

Municipal per capita water use. The sum of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by the population served by the water supply system.

Municipal use. The use of water for domestic purposes, for fighting fires, flushing sewers and drains, watering lawns and landscapes and gardens, for recreational purposes, watering parks and parkways, for filling swimming pools, for industrial and commercial enterprises, and for other similar uses.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of water, or the contamination of any water in the state that renders the water harmful to humans or the environment, or that impairs the usefulness of the water.

Public water supplier. An individual or entity that supplies water to the public for human consumption.

Regional water planning group. A group established by the Texas Water Development Board to prepare a regional water plan pursuant to Texas Water Code 16.053 (the city is within region K).

Retail public water supplier. An individual or entity that, for compensation, supplies water to the public for human consumption. This term does not include any individual or entity that supplies water to itself or its employees or tenants incidental to that employee service or tenancy where the water is not resold or used by others.

Reuse. The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before the ultimate disposal of the used water occurs.

Texas Commission on Environmental Quality. The state agency dealing with environmental issues for the state, including the regulation of public water purveyors.

Water conservation plan. A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, by reducing the loss of waste of water, for maintaining or improving the efficiency of the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.

Wholesale public water supplier. An individual or entity that, for compensation, supplies water to another for resale to the public for human consumption. This term does not include any individual or entity that supplies water to itself or its employees or tenants incidental to that employee service or tenancy where the water is not resold or used by others.

Section 4. Summary of Utility Profile

The current water rate profile is included in an attachment to the ordinance from which this article derives, and a summary of the utility profile highlights is presented in the following.

(A) Service area and population: The estimated current population within the city's boundary, an area of 16.5 square miles, is 8,333 persons. The total population served by the city's water system (city customers, outside-city customers, and wholesale water customers) is estimated to be 9,421 and a 17.31 square miles area and with increases in population projected to be as follows:

Year	City Population (2%)	External Water Service Population (1%)
2020	8,333	9,421
2030	10,036	11,776
2040	12,233	14,720
2050	14,918	17,664
2060	18,178	20,315

(B) Water use data for service area. A summary of the past years is listed below, along with future projections (usage amounts are in gallons).

Year	City Water Usage	Wholesale Water Usage	Total Water Usage
2015	728,790,000	16,498,000	745,288,000
2016	629,648,000	12,433,000	642,081,000
2017	603,376,000	15,112,000	618,488,000
2018	516,969,000	17,700,000	534,699,000
2019	734,924,000	22,292,000	712,632,000

(C) Total Projected Water Usage (Gallons)

Year	Projected Water Usage
2020	643,031,000
2030	854,238,000
2040	1,053,431,000
2050	1,284,126,000
2060	1,565,343,000

(D) Unaccounted-for water loss. Previous five (5) years of unaccounted-for (water loss):

Year	Unaccountable Water (loss)	Percentage (%)	GPCD
2015	26,707,000	4.0	10
2016	32,004,000	4.3	12
2017	38,313,000	6.0	14
2018	61,516,140	9.9	23
2019	47,467,000	8.9	17

(E) Planning period reductions in "water loss" (unaccounted-for water):

Year	GPCD Reduction
2020	3
2025	2
2030	1

(F) Peak-to-average daily use ratio. Ratios are outlined for years 2015 through 2019.

Year	Average Flow	Peak Flow	Ratio
2015	2,041,000	3,630,000	1.78
2016	1,759,126	3,534,000	2.01
2017	1,695,474	3,529,000	2.07
2018	1,464,847	2,977,000	2.03
2019	1,950,098	4,445,000	2.28

(G) Municipal per capita water use. The past amounts for municipal GPCD:

Year	Municipal GPCD
2015	217
2016	210
2017	183
2018	161
2019	219

Section 5. Water conservation goals

(A) Summary for potential of reducing per capita water use. A summary of the results of the technical potential for reducing per capita water use is presented below.

Item	GPCD 2020	GPCD 2025	GPCD 2030
Potential for reduction in unaccounted for water use:	2	2	2
Potential for reduction in indoor water use due to water conserving plumbing fixtures:	1	1	1
Potential for reduction in seasonal use:	3	3	2
Potential for reduction in water use due to public education programs:	2	1	1
Total technical potential for reducing per capita water use:	8	7	6

(B) Water conservation planning goal. The planning goal equals the five-year rolling average of water use minus the calculated total technical potential, and is illustrated as follows, and includes the planning period of 2020 - 2025 - 2030:

Item	2020	2025	2030
Five-year rolling avg of water use (GPCD):	201	193	186
Needed reduction in GPCD to meet planning goal:	8	7	6
Water conservation (planning) goal to be achieved:	193	186	180

Section 6. Long-term conservation components

(A) Reduction in water loss and unaccounted-for water. Leak detection program. The city hires an outside firm to conduct a system-wide leak detection program on a three-year rolling basis or as needed, with subsequent repair on any leaks discovered. The city encourages residents to immediately report all suspected water leaks (830-598-8741). The city investigates leaks, whether on the city's side of the water meter or the resident's side of the meter.

(B) Leak repairs. The city utilities department monitors for leaks on water distribution mainlines, transmission mainlines, service lines or at meters. Leak repairs shall be scheduled and completed in a timely manner. Leaks are scheduled for repair after proper notice to other companies with underground facilities, and after these companies have had the opportunity to mark their facilities and lines (within the legal framework of the "Damage Prevention Law for Texas," as related to excavation activities).

(C) Metering. All customer service lines are metered. Bulk water taken from fire hydrants is also metered.

(D Customer meter testing and meter change-out program. 5/8" x 3/4" and 1" water meters are tested as necessary and/or as requested by the customer, with larger meters being tested on a regular basis to determine accuracy. Beginning in 2016 the City metering infrastructure began a five-year Automated Metering Infrastructure project to enhance observations for leaks and compliance with watering schedules. Meters are being changed out on an as-needed basis, depending upon their accuracy and registered usage, and in conjunction with AWWA recommendations.

(E) Production meters. The production meters are tested on a semi-annual basis and are within the AWWA accuracy standards.

(F) Water loss accounting. The city engages a software provider to update all billing records and reports in order have the best data available for customer billing, water loss, and unaccounted for water. The City also provides enhanced customer water-use analysis through the WaterSmart customer portal.

(G) Field operations. The City employees calculate water losses due to system leak repairs and enter data work orders. The City tracks distribution losses for accountability.

(H) Water system audit. The city conducts an intensive "water system audit," which consist of the following:

(1) Structured method of accounting for all water use in service area.

(2) Real/apparent/unavoidable losses.

(3) Top down audit - identify areas of concern.

(4) Bottom up audit - focus on best approaches.

(5) Key areas: "All uses" accounting, meters, leaks, pressure, water theft, inaccurate readings, customer side leaks, and other associated items.

In addition, City staff conduct comprehensive water loss audits annually. These audits are a regulatory requirement. The city determines real and apparent water losses from these reports and develops appropriate water loss goals.

(I) Records management system. The city provides a record keeping system for water pumped, water deliveries, water sales, and water losses. Additional record keeping measures shall be implemented as necessary to upgrade and improve this records management system.

(J) Reduction in indoor water use due to water-conserving plumbing fixtures.

(1) Water-conserving plumbing fixtures. New construction includes water conserving plumbing fixtures. The City follows efficiency standards for lower-flow fixtures specified in the International Plumbing Code. The City also encourages the use of fixtures designated as high efficiency under the federal WaterSense© program, which identifies and promotes ultra-high efficiency fixtures which use less water than the plumbing code requires.

(2) Reduction in indoor water use. In addition to the water conserving fixtures, the city promotes the reduction in indoor water use via its public education program. The WaterSmart Customer Portal was added in 2020 to enhance customer education on indoor water use and conservation.

(K) Reduction in seasonal water use.

(1) Seasonal water use. (Outdoor water uses for irrigation during the highest three summer months)

Year	Base (GPCD)	Summer (GPCD)	Seasonal Use (GPCD)
2015	217	408	228
2016	210	338	165
2017	183	320	149
2018	161	246	105
2019	231	336	106

(2) Reduction of seasonal water use.

(a) Use to be reduced during higher water demand period, including additional emphasis on outdoor water conservation, and implementation, if necessary, of conservation measures from the city's drought contingency plan. City Council has continued a commitment to remain on Stage 2 of the Drought plan throughout the year since June 2016.

(b) In addition, staff has completed irrigation audit certification to conduct irrigation audits to help reduce seasonal water use. City Staff perform an average of 60-70 irrigation audits annually with reductions in irrigation use of up to 25%.

(c) Reduction in water use due to public education program.

(i) Water conservation inspector. The city employs a dedicated full-time water conservation inspector who is responsible for providing oversight, water preservation measures and ensuring administrative actions of the water conservation and drought contingency plans are fulfilled.

(ii) Water conservation brochures. The city maintains water conservation brochures at City Hall and makes them available on the city water conservation website. Brochures are also distributed to each new water customer of the city.

(iii) Newspaper notice - water conservation. Water conservation articles are published in the local newspaper to educate the public.

(iv) Annual irrigation seminars are cosponsored by the City and LCRA to enhance customers knowledge on control systems, best practices, conservation rebates and new technology.

(L) Additional measures.

(1) Water infrequently in the winter months (December, January, and February). Automatic sprinkler systems should be shut off in winter months. Articles and bill insert reminders are sent to all customers regarding seasonal irrigation settings.

(2) Only use automatic and other mechanical sprinklers during the hours of 7:00 p.m. to 10:00 a.m., as this significantly diminishes evaporation.

(3) In the spring, summer, and fall, only water twice weekly. If it rains during the week - skip your next watering day. Use of rain sensors and the WaterMyYard.org website are encouraged.

(4) Lawns require about one inch of water per week (1/2" of water per watering event if irrigating two times per week). Avoid over-watering which leads to water runoff on sidewalk or streets.

(5) Additionally, in order that irrigation might be automatically halted during rainy weather, automatic sprinkler rain sensors should be installed to avoid waste.

(6) Promotion of water conservation through rate structure. The city council have enacted an inclining block water rate structure that promotes water conservation.

(a) A complete list of utility rates, charges, and fees is listed on the City's website under ordinances as Article 13.03.

(7) Water reclamation and water reuse. The wastewater treatment plant of the city utilizes land application for its disposal of treated wastewater effluent. In 2019, all treated wastewater effluent, 175.7 million gallons, were beneficial land applied on golf course landscape. This saves water that would otherwise have been pumped from Lake LBJ.

(8) Landscape irrigation systems BMP – The City adopted a landscape Irrigation Ordinance 0n March 19, 2019 enforcing the state standards for the efficient design, installation, and maintenance of landscape irrigation systems in the city's utility service area. These standards are consistent with standards that TCEQ adopted in 2008 and are a requirement for cities with over 20,000 in population.

(9) Turf soil depth BMP – in 2019 the City adopted a Landscape and Irrigation Ordinance on March 19, 2019 requiring new homes to have a minimum soil depth requirement for our region and plant health. At least six inches (6") of finely graded top-soil are required.

(10) The city is enhancing water metering capabilities with automated reading and data logging technology. Beginning in the year 2020 customer accounts will have access to their hourly water usage via the WaterSmart customer portal. The portal provides customers with leak detection notification, suggestions on leak repairs and individualized best management practices.

(11) Water wise landscape design and conversion best management practices - make use of drought tolerant local plants and grasses. The city staff will provide the latest information available from authoritative sources on this subject. Property owners and home-owners associations are encouraged to set up demonstration planting at their entrances and club houses that best fit their subdivisions. Master gardeners are encouraged to provide demonstrations at city and association events. The city will maintain a library of information on this subject at City Hall. In 2014 the city created two native landscape gardens at City Hall to educate customers and promote conservative landscape options.

(12) Reservoir systems operations plan. The city obtains its water supply from the Lower Colorado River Authority; subsequently, a “reservoir systems operations plan” is not applicable.

(E) Optional conservation components

Best management practices (BMPs) for water conservation. A water conservation task force has been established by SB 1094, to review, evaluate, and recommend optimum levels of water use efficiency and conservation for the state. The task force has also been directed to identify, evaluate, and select best management practices (BMPs) for municipal, agricultural, and industrial water users.

BMPs are a combination of management, educational, and structural practices that are the most effective and economical ways of conserving water. Some of the best management practices listed below have already been implemented by the city; however, the remaining BMPs may be finalized and adopted at a future date by the city council.

(1) Water waste prohibition BMP.

(2) Showerhead, aerator, and toilet flapper retrofit BMP.

(3) Residential ULFT (ultra-low flush toilet) BMP.

(4) Residential clothes washer BMP.

(5) School education BMP (Note: Currently, there are no schools within the city boundaries).

Additional BMPs are under development. Consideration of implementation of BMPs. The City will be refining these BMPs and developing other BMPs as time goes by. As the water conservation planning goal period (2020 - 2025 - 2030) unfolds the city will evaluate progress and to consider implementing additional best management practices in approved by city council.

Section 7. Emergency Water Demand Management Plan

The city water demand management plan ("drought contingency plan") has been adopted by the City Council, after a public hearing at its July 21, 2020 Council Meeting. This is an update of a plan approved by the city. The revised drought contingency plan is included with this water conservation plan document beginning with Division 3 below.

Section 8. Applicability to wholesale customers

(A) The city provides water supply via contracts with AquaTexas Utilities (Oak Ridge subdivision), Deerhaven WCID (Deerhaven subdivision) and Corix Utilities (Sandy Harbor subdivision).

(B) The water conservation plan and drought contingency plan are applicable to wholesale water customers of the city. Therefore, any future wholesale contracts (water supply agreements) will include provisions that require the wholesale customers to develop and implement a water conservation plan using the applicable elements of TAC 30, chapter 288.

(C) If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer shall provide that the contract for the resale of water must have water conservation requirements so that each successive customer in the resale of the water shall be required to implement water conservation measures in accordance with the provisions of title 30 TAC, chapter 288.

Section 9. Coordination with Region K Water Planning Group

(A) The service area of the city is located within region K water planning group. Copies of the updated water conservation plan (along with the updated drought contingency plan), will be furnished to the region K water planning group to ensure consistency with the regional water plan.

(B) Per their contract requirements, the water conservation plan and the drought contingency plan will also be submitted to the Lower Colorado River Authority.

Section 10. Plan Review and Update

The drought contingency plan has been updated, and this water conservation plan is an update of a water conservation plan that was approved on July 21, 2020 by the city council. Subsequently, it is the intent of the city to upgrade these plans as necessary, in accordance with state statutes, regulations of state agencies, and the requirements of the Lower Colorado River Authority.

Section 11. Enforcement Procedure and Official Adoption

After a public forum (hearing), the water conservation plan was approved via the adoption of Ordinance 2020-13 by the city council. Implementation and enforcement of the water conservation plan and drought

contingency plan shall be by means of this article, by the regulations and policies contained within these documents, and by reference to the applicable state laws and regulations.

DIVISION 3. DROUGHT CONTINGENCY PLAN

Section 1. Water Supply Viability

An adequate water supply is imperative for the continued health and welfare and well-being of the residents of the service area of the city, and it is the responsibility of the city to strive to ensure that all appropriate measures are taken that will conserve and protect this valuable natural resource, and furthermore, the conservation and protection of this resource must be intensified during such periods when its presence is limited.

Section 2. Applicable Regulations

Section 12.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality (TCEQ), as amended, require all public water supply systems in the state to prepare a drought contingency plan, and section 11.039 of the Texas Water Code, as amended, authorizes water suppliers to distribute water supplies on a pro rata basis during times of water supply shortage.

Section 3. Necessity of Plan

Because of the vagaries of Texas weather, the drought conditions that often prevail within the state, the limitations on withdrawal capacity that may be implemented by the Lower Colorado River Authority (LCRA) during times of drought, and the ever-present possibility of a failure of the city's water supply system, the city council, as authorized under law and in the long-term best interest of the city's residents, hereby declares the necessity of the adoption of this drought contingency plan.

Section 4. Declaration of Policy

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, and upon the adoption of ordinance 15-04-21C [ordinance 2020-13], this drought contingency plan of the city shall be adopted and implemented in accordance with the regulations and requirements of the state, the Texas Commission on Environmental Quality, and the Lower Colorado River Authority.

Section 5. Public Involvement

A public forum (hearing) on the draft drought contingency plan was held by the city council on July 21, 2020. The public forum was advertised in advance, and the public was invited to attend this hearing. Once the drought contingency plan is adopted by council, then it will be posted on the city's website for viewing by the public.

Section 6. Definitions

For the purposes of this drought contingency plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City. The City of Horseshoe Bay, its city council, or its city manager or director of utilities, as the context dictates.

Commercial and institutional water use. Water use which is integral to the operations of commercial, non-profit establishments, and governmental agencies, and retail establishments (such as hotels, motels, restaurants, office buildings, and other similar entities).

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, decrease the loss of water, improve the efficiency in the use of water or increase the recycling of water, so that a supply is conserved and made available for future or alternative uses.

Customer. This term includes both retail customer and wholesale customers, and is any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal need or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8, and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks and rights-of-way and medians.

Non-essential water use. Water uses that are not essential or required for the protection of public health, safety, and welfare, including:

(1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;

(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;

(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas, unless such water use is for public health purposes (e.g.. washing of an oily substance(s) - that might cause falls from a sidewalk or walkway);

(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection and/or public health purposes;

(5) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life; and

(7) Failure to repair a controllable leak(s) within a reasonable time period (72 hours) after having been given notice directing the repair of such leak(s).

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Wholesale customer. An individual, agency, or other entity that purchases water from the city for resale to the public for human consumption; this term does not apply to an individual, agency, or other entity that provides water to employees or tenants incidental to the service or business of the individual, agency, or entity.

Section 7. Overview of Service Area

(A) Introduction.

(1) The city is located in Llano County and Burnet County, Texas, adjacent to Lake Lyndon B. Johnson (LBJ), and serves an area that is approximately 16.50 square miles in land area. The current number of residents (full-time and part-time) of the city is 8,333.

(2) The city is a political subdivision of the state identified as a home rule municipal corporation, created in an election held in September 2005, and is the successor to the Lake LBJ Municipal Utility District (MUD), absorbed into the city in March 2006. The city operates under the Local Government Code and the Texas Administrative Code and is governed by a mayor and five-member city council. A city manager is employed by the council to administer the day-to-day operations of the city.

(3) In general, the city follows the advice and lead of the Lower Colorado River Authority regarding drought mitigation planning.

(B) Water supply.

(1) The city currently obtains one hundred percent (100%) of its potable water supply from Lake LBJ - via two surface water treatment plants: Central Water Treatment Plant (WTP) and West Water Treatment Plant (WTP). The Central WTP has a maximum treatment capacity of 4,000,000 gallons per day, and the West WTP has a maximum treatment capacity of 2,000,000 gallons per day. Both the Central WTP and West WTP are microfiltration membrane filter plants.

(2) The surface water supply in Lake LBJ is under the control of the LCRA (Lower Colorado River Authority), with charges assessed against the city for withdrawals of raw water.

(3) The LCRA currently recognizes the impact of the significant increases of growth in the Central Texas area, and this growth of population will increase demand for potable water. Under conditions of drought, the LCRA may place limitations on the release of water supplies for the Lower Colorado River Authority and its customers. The LCRA has undertaken an intensive planning regime, and it is also emphasizing the need for greater water-use efficiencies through higher levels of water conservation. The city follows the lead of LCRA regarding water conservation and compliance with their policies and regulations.

(C) Water demands. The city is experiencing an increasing amount of growth, and this expanded growth rate is expected to continue in the future. The total annual water demands (2015–2019) are outlined in the following table:

Year	Total Water Produced (Gals.)	Maximum Day Demand	Average Day Demand	Peak-to-Avg Ratios
2015	745,288,000	3,630,000	2,041,884	1.78
2016	642,081,000	3,534,000	1,759,126	2.01
2017	618,848,000	3,529,000	1,695,474	2.08
2018	534,669,000	2,977,000	1,461,000	2.04
2019	734,924,000	4,445,000	1,950,098	2.28

(D) Water supply and water demand planning and management.

(1) Due to the growth of the Central Texas area, the growth within the Horseshoe Bay's area of service, and the associated increase in water demand, the LCRA and the city are currently engaged in intensified water supply planning to ensure ample water for LCRA's service area and the residents of the city. This planning process is being conducted in conjunction with the actions and plans of region K water planning group.

(2) The water treatment plants of the city are currently capable of producing 6,000,000 gallons per day. The total current capacities of the city's two water treatment plants are as follows:

Central WTP	4,000,000 gallons per day
West WTP	2,000,000 gallons per day

(3) To ensure an adequate water supply the city in 2017 completed an upgrade of the West WTP to 2,000,000 gallons per day capacity. The city is also working in many other ways to effectively manage local water resources:

(4) Initiation of a reoccurring leak detection and leak repair program on the City’s distribution system and provide requirements concerning customer's repair of leaks on customer's side of meter;

(5) Employing advanced metering technology of all customer connections;

(6) Initiation of meter testing and meter change-out program;

(7) Semi-Annual testing of water production meters; and

(8) Conducting of an "Annual Water System Audit."

(9) Furthermore, the city has implemented "water conservation rates" (inclining block rates) that have positively impacted the city's ability to manage our precious water resources.

Section 8. Education–Retail and Wholesale Customers

(A) Retail customers. On an as-needed basis, the city shall provide newspaper notice and other media releases to all retail water customers of the city and such notice shall furnish water conservation information, including notification of the water conservation stage currently in effect. In addition, water conservation brochures and information shall be made available at the city office and the City's Water Conservation web page.

(B) Wholesale customers. Wholesale customers will be partners with the city in managing the area's water resources. The city manager shall notify the wholesale customers of the current water conservation stage of the city. Furthermore, the city shall provide other water conservation information to wholesale water customers, in conjunction with the water conservation regulations of the city and water conservation measures that will be beneficial for the wholesale customers.

(C) Pro rata curtailment. Pro rata curtailment shall be done in accordance with Texas Water Code 11.039. All new wholesale water contracts and/or contract renewals and extensions shall include provision that in case of shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, 11.039 per 30 TAC 288.22(a)(8).

Section 9. Normal Operations

(A) The residents of the city are blessed to be on the banks of Lake LBJ and have immediate access to sufficient water to fulfill basic needs and to irrigate lawn and landscape without restriction; however, in times of drought there may be water supply curtailments from the LCRA - and only enough available water to fulfill basic needs. Malfunction of water system facilities (LCRA and the city) may also cause curtailments. The Lower Colorado River Authority oversees allocating water resources in times of drought, and they have extensive plans to equitably allocate water among all the water users.

(B) An important part of the LCRA and the City's plan is to request that everyone use water wisely at all times. We should be aware that the least costly new water supply is the water that we conserve. Water consumers can conserve water just by making a few sensible changes to the way it is used; these practices will save resources - both water and money.

(C) Most of our indoor water use is already efficient. Construction over the last several years has provided water-efficient appliances and plumbing fixtures: clothes washers, dishwashers, low-flow toilets, and showerheads. However, it is outdoor irrigation where the greatest amount of water consumption occurs.

(D) In the city, over 65% of the residential water use is for outdoor irrigation. Additionally, a swimming pool will evaporate as much water on a hot windy day as will be evapotranspiration from the same area of grass. Consequently, if we want to conserve water, outdoor water use should be a conservation priority. Residents can water outdoors at any time with a handheld hose. This means that new lawns, special trees, and other special condition can always be taken care of if there is a perceived need.

(E) When the LCRA informs the city that we are in drought conditions, we will need to implement additional conservation measures. The city will provide notice when this occurs and outline the additional conservation measures that must be undertaken by city residents.

Section 10. Alternative Sources

Additional water sources will be accessed and secured prior to the city's primary water source showing signs of stress. Water may be bought and hauled, additional water rights may be obtained, emergency backup water wells may be drilled, use of an emergency interconnection, or restrict all non-essential water uses except that relate to public health activities. As an immediate relief the city would utilize approved water sources. TCEQ potable water haulers are located locally in the communities of Spicewood, Blanco, Burnet, Austin, Cedar Park and Dripping Springs.

Section 11. Responsibility of Wholesale Water Customers

In accordance with title 30, Texas Administrative Code, chapter 288, as amended, all wholesale water customers of the city shall develop a drought contingency plan, and such plan shall have similar provisions and restrictions as the city drought contingency plan - with correlative target goals of water usage reduction, and the wholesale water customer shall submit its drought contingency plan to the city manager for approval, or may adopt these policies and procedures and so notify the city manager.

Section 12. Coordination with Regional Water Planning Group

The service area of the city is wholly located within the region K water planning area. The city has provided a copy of its updated drought contingency plan to this region at this address: Region K, Jaime Burke, P. E. Project Manager, Water Resources, 400 West 15th Street, Suite 600 Austin, TX 78701. The city is also coordinating its water supply and water demand planning, and the development of its drought contingency plan, with the planning efforts of the Lower Colorado River Authority.

Section 13. Authorization

(A) Authority provided. The city council shall have the authority to implement the drought contingency plan's provisions, upon the determination that such implementation is necessary to protect public health, safety, and welfare, and in conjunction with the requirements of the plan and recommendations of the city manager. In addition, and as promulgated [by this article] and the drought contingency plan, with recommendations from the city manager (based on information provided by the utilities department and/or the Lower Colorado River Authority), the city council shall have the authority to initiate or terminate drought or other water supply emergency response measures as necessary.

(B) Notification.

(1) If a non-emergency drought condition should exist (stage 1), then notification shall be provided via the provision of a sign or a newspaper notice to the retail customers and wholesale

customers of the city. This notification category may apply to stage 1, but not to any other water conservation stage.

(2) Under a water conservation situation other than non-emergency drought conditions, and with a higher demand for immediate water conservation actions, written notification shall be mailed or delivered to retail and wholesale customers and placed in a local newspaper, with ample notice time to allow at least seventy-two (72) hours notification prior to initiation of the drought contingency (water conservation) stage. This notification category primary applies to water conservation stage 2, stage 3, or stage 4, unless the condition outlined in subsection (3) (as listed below) takes precedence.

(3) If an emergency drought condition should arise that jeopardizes the public water system of the city, and that may negatively impact the health, welfare, or safety of city customers, and if no time is available for prior notification, then notification shall be provided as soon as practical after the start of the drought contingency stage.

(4) All notifications to the retail and wholesale customers shall contain the anticipated commencement date of the water conservation stage, the level of the stage (stage 1, 2, 3 or 4), the water conservation requirements of that particular stage, the estimated date that the stage will cease (if known), and other related drought contingency plan information.

(c) Status of drought contingency plan stage. For stages 2, 3, and 4, and on a periodic basis and no less than once per month during such time that the provisions of the drought contingency plan have been implemented, the city manager shall provide information to the city council as to the status of the drought conditions and drought contingency plan.

Section 14. Application

The provisions of this drought contingency plan shall apply to all persons, entities, and customers (both retail customers and wholesale customers) using water supplied by the city, both inside and outside the boundaries of the district. LCRA domestic contract owners must follow their LCRA contract drought plan requirements and are encouraged to follow the City's watering schedule when feasible.

Section 15. Wholesale Water Supply Allocations

(A) The wholesale water supply allocations are outlined under the four stages (stages 1, 2, 3, and 4) of the drought contingency plan, and are listed as percentages of per-connection water consumption based on the normal water service conditions of the wholesale agency in the most recent normal water service period.

Stage 1	Voluntary conservation (up to 5% reduction)
Stage 2	Mandatory (twice weekly watering; 10-25% reduction)
Stage 3	Mandatory (once per week watering; 25% reduction)
Stage 4	Mandatory (no outdoor watering; 35% reduction)

(B) Wholesale customers shall reduce gallons of water per-connection water consumption until such consumption is no more than the consumption amounts listed under stage 2, stage 3 and stage 4 of the drought contingency plan, with adjustments to be made by the city for:

(1) Any active water conservation measures and associated (and documented) reductions in water usage during the most recent normal water service period; and

(2) Water usage increase on a per-connection basis that can be justified by the applicant.

(C) Water service connections shall be divided into these types of usage: Residential, commercial, and institutional, and the wholesale customer shall furnish past records of water usage to the city manager upon his/her request, along with other information necessary to make determinations regarding any potential adjustments that may be considered.

(D) If the wholesale customer has no valid or existing past records of water usage in a drought period, then the water demand records of the city will be utilized to set allocations for the wholesale customer.

Section 16. Drought Response Stages

(A) Drought response stages, with increasing target goals of water demand reduction to meet the severity of water shortage conditions, are hereby established. The wholesale water customers of the city shall promulgate drought response stages that are at least as restrictive as those implemented by the city. Reductions in water consumption (listed as percentages), are reductions from consumption based on normal water service conditions.

(B) No water customer of the city shall make, cause, use or permit the use of water from the city for residential, commercial, governmental, or other related purpose in a manner contrary to any provision of this drought contingency plan, or in any amount in excess of that use permitted by the conservation stage in effect pursuant to action taken by the city council or the city manager, in accordance with the provisions of this drought contingency plan. The penalties for violation of drought response stages are listed under Section 17.

(C) Stage 1: voluntary (mild water shortage condition).

(1) Target water demand reduction goal: Up to 5%.

(2) Triggering mechanisms.

(a) Dry year with minor drought conditions.

(b) Loss or failure of water production or water distribution appurtenances or facility that would decrease water system supply capabilities by 5% or less.

(c) Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a reduction up to 5% in water supply.

(d) Any short-term or long-term situation requiring a reduction up to 5% in water consumption.

(3) City actions.

(a) Explain water shortage conditions and disseminate water conservation information to retail and wholesale customers.

(b) Minimize water system flushing and system water-waste, in conjunction with the overall public health requirements of the community.

(c) Request customer cooperation and voluntary customer actions toward efficient utilization of water resources.

(d) Intensify efforts to detect and repair water system leaks in a timely manner; in accordance with all state requirements for line-locate notification.

(e) In the event that the reduction goal in LCRA's raw water drought contingency plan as it may be amended, differs from this amount, the city will follow the reduction goal in LCRA's plan. (LCRA's raw water drought contingency plan is currently incorporated in LCRA's water management plan.)

(4) Water customer (water user) voluntary actions.

(a) Voluntary action (retail and wholesale customers). Efficient use of water via voluntary water conservation practices. Wholesale customers should activate and implement their drought contingency plans as needed. They should also notify the city manager of this action.

(b) Voluntary action (retail and wholesale customers). Voluntary cooperation with the city in its efforts to reduce water demand up to 5%.

(c) Voluntary action (retail and wholesale customers). Customers will be provided with a “leak notice,” for leaks (or possible leaks) discovered on private property and customers should initiate leak repair activities within 72 hours after notice.

(d) Voluntary action (retail and wholesale customers). All lawn and landscape irrigation is encouraged to be conducted in an efficient manner and to minimize the wasting of water, such as water flowing into the street or gutter past the property from which this water was originated.

(e) Voluntary action (retail and wholesale customers). Due to higher evaporation losses, water customers are encouraged not to water their lawns and landscapes between the hours of 10:00 a.m. and 7:00 p.m. and outdoor watering recommended to be no more than twice per week, with watering allowed under the following lawn/landscape schedule:

Customer Class	Outdoor Water Use Days*
Commercial, multifamily	Tuesday and/or Friday
Residential, odd-numbered address	Wednesday and/or Saturday
Residential, even-numbered address	Thursday and/or Sunday

(D) Stage 2: Mandatory (moderate water shortage conditions).

(1) Target water demand reduction goal: 10% to 25%.

(2) Triggering mechanisms.

(a) Dry year with moderate drought conditions.

(b) Loss or damage to city water production or water distribution appurtenance or facility that would decrease water supply system capabilities by 10% to 25%.

(c) When the drought contingency measures of the LCRA water management plan trigger the requirement that municipal firm raw water customers implement mandatory water restrictions on their retail customer use.

(d) Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a reduction of 10% to 25% in water supply to the city.

(e) Any short-term or long-term water supply situation requiring a reduction between 10% to 25% in water consumption.

(3) City actions. All actions as listed under stage 1 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions. In addition to the appropriate actions/restrictions of stage 1:

(a) Restriction (retail customers). In conjunction with the prohibition of watering between the hours of 10:00 a.m. and 7:00 p.m., outdoor watering shall be restricted to twice per week, with watering allowed under the following lawn/landscape schedule:

Customer Class	Outdoor Water Use Days*
Commercial, multifamily	Tuesday and/or Friday
Residential, odd-numbered address	Wednesday and/or Saturday
Residential, even-numbered address	Thursday and/or Sunday

* Note: No watering on Monday, and no watering on customer's next watering day if it rains during that week.

(b) Action (retail customers). Watering with bath water, dishwater, and/or laundry water is encouraged to the extent that this practice is allowed under local health and safety regulations.

(c) Restriction (retail customers). Water usage through an ornamental fountain shall not be allowed unless such water is recycled, except for the make-up water that is associated with water loss to evaporation.

(d) ~~Restriction (retail customers). Washing of sidewalks and driveways is not allowed under stage 2 of this drought contingency plan.~~

(e) Restriction (retail customers). All lawn and landscape irrigation shall be done in an efficient manner and the wasting of water from lawn and landscape irrigation shall be prohibited, and wasted irrigation water shall not flow in the street or gutter past the property from which this water was originated, nor shall it pond in street or gutter.

(f) Restriction (retail customers). Washing of vehicles and boats is prohibited unless the customer utilizes a hose with a positive shutoff nozzle. (Note: this section and restriction shall not apply to commercial carwashes.)

(g) Restriction (wholesale customers). Wholesale customers shall reduce water consumption until such consumption is no more than 75% to 90% of the amount consumed under normal water service circumstances. The water is to be distributed among all wholesale customer pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(h) Restriction (retail and wholesale customers). New lawns, special trees, and other special conditions, where water is needed to sustain vegetative life, watering can be ~~accomplished via a handheld hose.~~ performed in excess of the mandatory schedule by exception approved by the City Conservation Inspector.

(E) Stage 3: Mandatory (severe water shortage conditions).

(1) Target water demand reduction goal: 25%.

(2) Triggering mechanisms.

(a) Drought year with severe water shortage conditions.

(b) Loss or failure of water production or water distribution appurtenances or facility that would decrease water system supply capabilities by 25%.

(c) When drought conditions worsen triggering the implementation of additional mandatory water restrictions.

(d) ~~Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a 35% reduction in water supply to the city.~~When the combined storage of Lakes Travis and Buchanan declines to 600,000 acre-feet in accordance with the LCRA Drought Contingency Plan for firm water customers; or the LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(e) Short-term or long-term situation requiring a reduction of 25% in water consumption.

(3) City actions. All actions as listed under stages 1 and 2 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions. In addition to the appropriate actions and restrictions of stages 1 and 2:

(a) Restriction (retail customers). In conjunction with the prohibition of watering between the hours of 10:00 a.m. and 7:00 p.m., outdoor watering shall be restricted to once per week, with watering allowed under the following lawn/landscape watering schedule:

Customer Class	Outdoor Water Use Days
Commercial and multifamily customers	Tuesday
Residential customers	
Even-numbered address (addresses ending in 0, 2, 4, 6, 8)	Thursday*
Odd-numbered address (addresses ending in 1, 3, 5, 7, 9)	Saturday*

*Irrigation ONLY between the hours of 7:00 p.m. and 10:00 a.m. the next day.

(b) Restriction (wholesale customers). Wholesale customers shall reduce water consumption until consumption is less than 25% of the amount consumed under normal water service circumstances.

(c) Restriction (retail and wholesale customers). New lawns, special trees, and other special conditions, where water is needed to sustain vegetative life, watering can be accomplished via a handheld hose.

(d) Restriction (retail customers). Washing of sidewalks and driveways is not allowed under stage 3 of this drought contingency plan.

(e) The water is to be distributed among all wholesale customers pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(F) Stage 4: Mandatory (emergency water conditions).

(1) Target water demand reduction goal: 35%.

(2) Triggering mechanisms.

(a) Critical drought conditions, resulting in emergency water conditions and curtailment of water use.

(b) Loss or damage to the city water production or water distribution appurtenance or facility that would decrease water supply system capabilities by 35%.

(c) Any other emergency water supply or demand issue the LCRA general manager or the LCRA board determines to warrant the declaration of stage 4.

(d) ~~Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a 35% reduction in water supply to the city.~~When the combined storage of Lakes Travis and Buchanan declines to 600,000 acre-feet in accordance with the LCRA Drought Contingency Plan for firm water customers; or the LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(e) Any short-term or long-term water supply situation requiring a 35% reduction in water consumption.

(3) City actions. All actions taken under stages 1, 2, and 3 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions.

(a) Restriction (retail customers). Prohibition of all non-essential water use, including outdoor watering, unless necessary for the preservation of health and safety and welfare. Water usage for livestock is exempt.

(b) Restriction (wholesale customers). Wholesale customers shall reduce water consumption by 35% of the amount consumed in under normal water supply circumstances. The water is to be distributed among all wholesale customers pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

Section 17. Penalties

The following penalties shall be incurred for violation of the various stages of the drought contingency plan. These penalties are listed in the following as associated with the stages listed below:

(A) Reminder–Stage 1 (voluntary actions and restrictions). Written reminder mailed to customer by first class U.S. postage. A copy of the water conservation stages and a water conservation brochure shall be included with the reminder.

(B) Penalties–Stages 2, 3, and 4 (mandatory actions and restrictions).

(1) First violation within twelve-month period. Written reminder mailed to customer (retail or wholesale) by first class U.S. postage, with copy of reminder maintained on file in the city office for a twelve-month period. A copy of the water conservation stages and a water conservation brochure shall be included with the reminder.

(2) Second violation within twelve-month period. A penalty shall be imposed in an amount equal to ten percent (10%) of the most current bill of the violating retail or wholesale customer, or a $100.00 charge, whichever is greater.

(3) Third violation within twelve-month period. A penalty shall be imposed in an amount equal to fifteen percent (15%) of the most current bill of the violating retail or wholesale customer, or a $150.00 charge, whichever is greater.

(4) Fourth and subsequent violations within twelve-month period. The city shall impose a penalty in an amount equal to twenty percent (20%) of the most current bill of the violating retail or wholesale customer, or a $200.00 charge, whichever is greater.

Section 18. Implementation and Termination of Conservation Stages

(A) Based on water supply and water demand information, the city council may order that the appropriate stage of water conservation be implemented or terminated in accordance with the applicable provisions of the drought contingency plan. Termination of a particular stage shall be accomplished by a written notice to advance to a subsequent stage or withdraw to a previous stage.

(B) The notification procedures as outlined in section 13.10.073(b) of this plan shall be utilized as a process of notice to the water customers (retail and wholesale) of the city.

Section 19. Advancement and Withdrawal of Stages

Water conservation stages may be advanced or withdrawn in the following manner:

(A) Advancement to subsequent stage.

(1) Emergency condition, such as failure of pumping equipment, etc., that requires a percentage water consumption reduction greater than that of the current stage.

(2) LCRA's drought contingency plan and/or water management plan require a reduction in water use by its firm water customers.

(3) Failure to maintain target water conservation reduction goal of that particular stage.

(4) Advancement via triggering mechanism.

(B) Withdrawal to previous stage.

(1) Emergency condition has been decreased in severity or resolved, so that previous target goal may be utilized.

(2) Regulatory action(s) has been dissolved or mollified.

(3) Water consumption reductions have been above that necessary to meet target goal of current stage.

(4) Current triggering mechanism is no longer valid or applicable.

Section 21. Order of Stages

Advancement or withdrawal to any water conservation stage shall not be limited to any particular order of stages but shall be based on the current water supply shortage and drought conditions and the target water conservation goal applicable to that situation.

Section 21. Enforcement

(A) The city manager and other employees of the city are hereby authorized by the city council to enforce the provisions of the drought contingency plan at such time the plan is implemented by order of the city council or the city manager, and neither the city nor the city's representatives engaged in enforcement activities under this plan, when acting in good faith and without malice, shall ever be held liable for any loss or damage, whether real or asserted or caused or alleged to be caused, as a result of the enforcement activities related to this drought contingency plan.

(B) Wholesale customers shall be bound by their agreement (contract) with the city, and their failure to develop a drought contingency plan that aligns with the city's, or failure to implement such plan if it is in effect, shall be considered a breach of that agreement (contract) between the city and the wholesale customer.

Section 21. Variances

(A) The city manager may, in writing, grant a variance for existing water uses otherwise prohibited under this plan, if it is determined that failure to grant such variance would cause a condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one are more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this plan is in effect.

(2) Alternative methods can be implemented which will achieve the same reduction in water use.

(B) Persons or entities requesting an exemption from the provisions of this drought contingency plan shall file a petition with the city manager within 5 days after the plan or a particular water conservation stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the city manager and shall include the following:

(1) Name and address of the petitioner(s).

(2) Purpose of water use.

(3) Specific provision(s) of the plan from which the petitioner is requesting relief.

(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this plan.

(5) Description of the relief requested.

(6) Period of time for which the variance is sought.

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan, and the compliance date.

(8) Other pertinent information, as requested by the city manager.

(C) Variances granted by the city manager shall be subject to the following conditions, unless specifically waived or modified by the city manager.

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when the water allocation or water conservation stage is no longer in effect, unless the petitioner has failed to meet specific requirements.

(3) No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation [termination of water conservation stage(s)].

(4) Any variance for a subsequent water allocation variance must be petitioned again.

(5) The fact that a variance has been granted in response to a petition will have no relevance to the city manager's decision on any subsequent petition.

(6) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 22. Appeals

(A) A person or entity suffering a violation(s) of the drought contingency plan may appeal this drought contingency plan violation(s) to the city manager. Any appeal to a violation(s) must include detailed information as to the reason the violation(s) should be dismissed.

(B) The decision of the city manager, as regarding plan violation(s) or variance denial, may be appealed to the city council and such appeal will be heard in conjunction with a special or regular meeting of the city council. The decision of the city council shall be final.

Section 23. Approval of Order and Drought Contingency Plan

The city council held a public forum (hearing) on July 21, 2020 and approved the revisions to the drought contingency plan. After consideration by the city council, the plan will be approved or modified in accordance with the actions directed by the city council.

(Ordinance 2020-13 adopted 7/21/2020)

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-21

AMENDMENT TO CHAPTER 13, UTILITIES, ARTICLE 13.10 WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

AN ORDINANCE OF THE CITY OF HORSESHOE BAY AMENDING CHAPTER 13 UTILITIES, ARTICLE 13.10 WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS; PROVIDING FOR FINDINGS OF FACT; EFFECTIVE DATE, REPEALER, SEVERABILITY AND FINDING OF PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Horseshoe Bay approved Ordinance No. 15-04-21C on April 21, 2015 which provided regulations for Water Conservation and Drought Contingency Plans; and

WHEREAS, the City Council of Horseshoe Bay finds it necessary to abide by TCEQ rules, TWDB rules, and LCRA's Firm Water Contract administrative requirement that the City's Water Conservation and Drought Contingency (WC/DC) plans be amended with new updated language and revisions of data every five years; and

WHEREAS, the City Council of Horseshoe Bay finds that amending Article 13.10 provides additional information on best management practices in water conservation; and

WHEREAS, the City Council of Horseshoe Bay finds that amending Article 13.10 of the Horseshoe Bay City Code is in the best interests of the City and is necessary and proper for the good government;

Enforcement

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

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 ARTICLE

Amendment of Section 13.10 of the Horseshoe Bay City Code

Division 1. Generally

Secs. 13.10.001–13.10.030 Reserved

III. WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS

DIVISION 1. GENERALLY

DIVISION 2. WATER CONSERVATION PLAN

Section 1. Overview of service area

1) The city is a political subdivision of the state - a home rule law municipal corporation incorporated in an election held in September 2005 and is the successor to the Lake LBJ Municipal Utility District (MUD), absorbed into the city in March 2006. The city operates under the Local Government Code and Texas Administrative Code and is governed by a mayor and five-member city council. A city manager is employed by the city, reporting to the mayor and city council and administers the day-to-day operations of the city.

2) The city is located in Llano County and Burnet County, Texas, adjacent to Lake Lyndon B. Johnson (LBJ). The 2020 estimated City population within the City's boundary of 16.50 sq. miles is 8,333. External service areas (17.31 square miles) is the total population served by the city's water system (city customers, outside-city customers and wholesale water customers) is estimated to be 9,421.

3) The city currently obtains one hundred percent (100%) of its water supply from surface water residing in Lake LBJ; i.e., raw (untreated) water is purchased from the Lower Colorado River Authority (LCRA). The LCRA is currently involved in intensive planning efforts concerning these water supplies, as water should be conserved and not wasted - and this is especially relevant in times of reduced rainfall, decreased lake levels, and the shortages of water supply that will accompany drought conditions.

Section 2. Purpose of water conservation plan

1) This water conservation plan is necessary for the proper management of our water resources and to ensure city residents of ample water supplies for now and in the future. The plan is a combination of strategies for reducing the consumption of water, reducing the loss and waste of water, and for improving and maintaining the efficiency of water use. This document contains long-term measures to facilitate meeting the goals identified in this water conservation plan.

2) This plan sets forth uniform requirements, guidelines, and recommendations for water conservation and emergency water demand management (drought contingency) for the city.

3) In addition, it is the intent of this water conservation plan to meet all the requirements of these agencies:
   a) Texas Water Development Board (TWDB) - Texas Administrative Code (TAC) 31, chapters 363, 371, 375, 382, and 384;
   b) Texas Commission on Environmental Quality (TCEQ) - 30 TAC chapter 288; and
   c) Lower Colorado River Authority (LCRA) - Requirements associated with submittal of water supply contracts.

Section 3. Definitions

The following words and terms, when used in this water conservation plan, shall have the following meanings unless the context clearly indicates otherwise.

City of Horseshoe Bay. The public water purveyor (supplier) responsible for providing water service to retail customers within its city boundaries and any out of city or to any wholesale customers in adjacent areas, or its city council, city manager, or staff, as the context dictates.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Drought contingency plan. A strategy or combination of strategies for temporary water supply management and demand management responses to temporary and potentially recurring water supply shortages and/or emergencies.

GPDC. The acronym for gallons per day per capita.

Industrial use. The use of water in processes designed to convert materials of a lower order into materials of greater value or greater usability.

Irrigation use. The use of water for the irrigation of crops, trees, lawns, and landscapes, and other similar uses.

Irrigation water use efficiency. The percentage of that amount of irrigation water which is beneficially utilized by the substance under irrigation.

Lower Colorado River Authority (LCRA). The regional water supply agency that provides the surface water supply to the city.

Municipal per capita water use. The sum of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by the population served by the water supply system.

Municipal use. The use of water for domestic purposes, for fighting fires, flushing sewers and drains, watering lawns and landscapes and gardens, for recreational purposes, watering parks and parkways, for filling swimming pools, for industrial and commercial enterprises, and for other similar uses.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of water, or the contamination of any water in the state that renders the water harmful to humans or the environment, or that impairs the usefulness of the water.

Public water supplier. An individual or entity that supplies water to the public for human consumption.

Regional water planning group. A group established by the Texas Water Development Board to prepare a regional water plan pursuant to Texas Water Code 16.053 (the city is within region K).

Retail public water supplier. An individual or entity that, for compensation, supplies water to the public for human consumption. This term does not include any individual or entity that supplies water to itself or its employees or tenants incidental to that employee service or tenancy where the water is not resold or used by others.

Reuse. The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before the ultimate disposal of the used water occurs.

Texas Commission on Environmental Quality. The state agency dealing with environmental issues for the state, including the regulation of public water purveyors.

Water conservation plan. A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, by reducing the loss of waste of water, for maintaining or improving the efficiency of the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.

Wholesale public water supplier. An individual or entity that, for compensation, supplies water to another for resale to the public for human consumption. This term does not include any individual or entity that supplies water to itself or its employees or tenants incidental to that employee service or tenancy where the water is not resold or used by others.

Section 4. Summary of Utility Profile

The current water rate profile is included in an attachment to the ordinance from which this article derives, and a summary of the utility profile highlights is presented in the following.

(A) Service area and population: The estimated current population within the city's boundary, an area of 16.5 square miles, is 8,333 persons. The total population served by the city's water system (city customers, outside-city customers, and wholesale water customers) is estimated to be 9,421 and a 17.31 square miles area and with increases in population projected to be as follows:

Year	City Population (2%)	External Water Service Population (1%)
2020	8,333	9,421
2030	10,036	11,776
2040	12,233	14,720
2050	14,918	17,664
2060	18,178	20,315

(B) Water use data for service area. A summary of the past years is listed below, along with future projections (usage amounts are in gallons).

Year	City Water Usage	Wholesale Water Usage	Total Water Usage
2015	728,790,000	16,498,000	745,288,000
2016	629,648,000	12,433,000	642,081,000
2017	603,376,000	15,112,000	618,488,000
2018	516,969,000	17,700,000	534,699,000
2019	734,924,000	22,292,000	712,632,000

(C) Total Projected Water Usage (Gallons)

Year	Projected Water Usage
2020	643,031,000
2030	854,238,000
2040	1,053,431,000
2050	1,284,126,000
2060	1,565,343,000

(D) Unaccounted-for water loss. Previous five (5) years of unaccounted-for (water loss):

Year	Unaccountable Water (loss)	Percentage (%)	GPCD
2015	26,707,000	4.0	10
2016	32,004,000	4.3	12
2017	38,313,000	6.0	14
2018	61,516,140	9.9	23
2019	47,467,000	8.9	17

(E) Planning period reductions in “water loss” (unaccounted-for water):

Year	GPCD Reduction
2020	3
2025	2
2030	1

(F) Peak-to-average daily use ratio. Ratios are outlined for years 2015 through 2019.

Year	Average Flow	Peak Flow	Ratio
2015	2,041,000	3,630,000	1.78
2016	1,759,126	3,534,000	2.01
2017	1,695,474	3,529,000	2.07
2018	1,464,847	2,977,000	2.03
2019	1,950,098	4,445,000	2.28

(G) Municipal per capita water use. The past amounts for municipal GPCD:

Year	Municipal GPCD
2015	217
2016	210
2017	183
2018	161
2019	219

Section 5. Water conservation goals

(A) Summary for potential of reducing per capita water use. A summary of the results of the technical potential for reducing per capita water use is presented below.

Item	GPCD 2020	GPCD 2025	GPCD 2030
Potential for reduction in unaccounted for water use:	2	2	2
Potential for reduction in indoor water use due to water conserving plumbing fixtures:	1	1	1
Potential for reduction in seasonal use:	3	3	2
Potential for reduction in water use due to public education programs:	2	1	1
Total technical potential for reducing per capita water use:	8	7	6

(B) Water conservation planning goal. The planning goal equals the five-year rolling average of water use minus the calculated total technical potential, and is illustrated as follows, and includes the planning period of 2020 - 2025 - 2030:

Item	2020	2025	2030
Five-year rolling avg of water use (GPCD):	201	193	186
Needed reduction in GPCD to meet planning goal:	8	7	6
Water conservation (planning) goal to be achieved:	193	186	180

Section 6. Long-term conservation components

(A) Reduction in water loss and unaccounted-for water. Leak detection program. The city hires an outside firm to conduct a system-wide leak detection program on a three-year rolling basis or as needed, with subsequent repair on any leaks discovered. The city encourages residents to immediately report all suspected water leaks (830-598-8741). The city investigates leaks, whether on the city's side of the water meter or the resident's side of the meter.

(B) Leak repairs. The city utilities department monitors for leaks on water distribution mainlines, transmission mainlines, service lines or at meters. Leak repairs shall be scheduled and completed in a timely manner. Leaks are scheduled for repair after proper notice to other companies with underground facilities, and after these companies have had the opportunity to mark their facilities and lines (within the legal framework of the "Damage Prevention Law for Texas," as related to excavation activities).

(C) Metering. All customer service lines are metered. Bulk water taken from fire hydrants is also metered.

(D Customer meter testing and meter change-out program. 5/8" x 3/4" and 1" water meters are tested as necessary and/or as requested by the customer, with larger meters being tested on a regular basis to determine accuracy. Beginning in 2016 the City metering infrastructure began a five-year Automated Metering Infrastructure project to enhance observations for leaks and compliance with watering schedules. Meters are being changed out on an as-needed basis, depending upon their accuracy and registered usage, and in conjunction with AWWA recommendations.

(E) Production meters. The production meters are tested on a semi-annual basis and are within the AWWA accuracy standards.

(F) Water loss accounting. The city engages a software provider to update all billing records and reports in order have the best data available for customer billing, water loss, and unaccounted for water. The City also provides enhanced customer water-use analysis through the WaterSmart customer portal.

(G) Field operations. The City employees calculate water losses due to system leak repairs and enter data work orders. The City tracks distribution losses for accountability.

(H) Water system audit. The city conducts an intensive "water system audit," which consist of the following:

(1) Structured method of accounting for all water use in service area.

(2) Real/apparent/unavoidable losses.

(3) Top down audit - identify areas of concern.

(4) Bottom up audit - focus on best approaches.

(5) Key areas: "All uses" accounting, meters, leaks, pressure, water theft, inaccurate readings, customer side leaks, and other associated items.

In addition, City staff conduct comprehensive water loss audits annually. These audits are a regulatory requirement. The city determines real and apparent water losses from these reports and develops appropriate water loss goals.

(I) Records management system. The city provides a record keeping system for water pumped, water deliveries, water sales, and water losses. Additional record keeping measures shall be implemented as necessary to upgrade and improve this records management system.

(J) Reduction in indoor water use due to water-conserving plumbing fixtures.

(1) Water-conserving plumbing fixtures. New construction includes water conserving plumbing fixtures. The City follows efficiency standards for lower-flow fixtures specified in the International Plumbing Code. The City also encourages the use of fixtures designated as high efficiency under the federal WaterSense© program, which identifies and promotes ultra-high efficiency fixtures which use less water than the plumbing code requires.

(2) Reduction in indoor water use. In addition to the water conserving fixtures, the city promotes the reduction in indoor water use via its public education program. The WaterSmart Customer Portal was added in 2020 to enhance customer education on indoor water use and conservation.

(K) Reduction in seasonal water use.

(1) Seasonal water use. (Outdoor water uses for irrigation during the highest three summer months)

Year	Base (GPCD)	Summer (GPCD)	Seasonal Use (GPCD)
2015	217	408	228
2016	210	338	165
2017	183	320	149
2018	161	246	105
2019	231	336	106

(2) Reduction of seasonal water use.

(a) Use to be reduced during higher water demand period, including additional emphasis on outdoor water conservation, and implementation, if necessary, of conservation measures from the city's drought contingency plan. City Council has continued a commitment to remain on Stage 2 of the Drought plan throughout the year since June 2016.

(b) In addition, staff has completed irrigation audit certification to conduct irrigation audits to help reduce seasonal water use. City Staff perform an average of 60-70 irrigation audits annually with reductions in irrigation use of up to 25%.

(c) Reduction in water use due to public education program.

(i) Water conservation inspector. The city employs a dedicated full-time water conservation inspector who is responsible for providing oversight, water preservation measures and ensuring administrative actions of the water conservation and drought contingency plans are fulfilled.

(ii) Water conservation brochures. The city maintains water conservation brochures at City Hall and makes them available on the city water conservation website. Brochures are also distributed to each new water customer of the city.

(iii) Newspaper notice - water conservation. Water conservation articles are published in the local newspaper to educate the public.

(iv) Annual irrigation seminars are cosponsored by the City and LCRA to enhance customers knowledge on control systems, best practices, conservation rebates and new technology.

(L) Additional measures.

(1) Water infrequently in the winter months (December, January, and February). Automatic sprinkler systems should be shut off in winter months. Articles and bill insert reminders are sent to all customers regarding seasonal irrigation settings.

(2) Only use automatic and other mechanical sprinklers during the hours of 7:00 p.m. to 10:00 a.m., as this significantly diminishes evaporation.

(3) In the spring, summer, and fall, only water twice weekly. If it rains during the week - skip your next watering day. Use of rain sensors and the WaterMyYard.org website are encouraged.

(4) Lawns require about one inch of water per week (1/2" of water per watering event if irrigating two times per week). Avoid over-watering which leads to water runoff on sidewalk or streets.

(5) Additionally, in order that irrigation might be automatically halted during rainy weather, automatic sprinkler rain sensors should be installed to avoid waste.

(6) Promotion of water conservation through rate structure. The city council have enacted an inclining block water rate structure that promotes water conservation.

(a) A complete list of utility rates, charges, and fees is listed on the City's website under ordinances as Article 13.03.

(7) Water reclamation and water reuse. The wastewater treatment plant of the city utilizes land application for its disposal of treated wastewater effluent. In 2019, all treated wastewater effluent, 175.7 million gallons, were beneficial land applied on golf course landscape. This saves water that would otherwise have been pumped from Lake LBJ.

(8) Landscape irrigation systems BMP – The City adopted a landscape Irrigation Ordinance 0n March 19, 2019 enforcing the state standards for the efficient design, installation, and maintenance of landscape irrigation systems in the city's utility service area. These standards are consistent with standards that TCEQ adopted in 2008 and are a requirement for cities with over 20,000 in population.

(9) Turf soil depth BMP – in 2019 the City adopted a Landscape and Irrigation Ordinance on March 19, 2019 requiring new homes to have a minimum soil depth requirement for our region and plant health. At least six inches (6") of finely graded top-soil are required.

(10) The city is enhancing water metering capabilities with automated reading and data logging technology. Beginning in the year 2020 customer accounts will have access to their hourly water usage via the WaterSmart customer portal. The portal provides customers with leak detection notification, suggestions on leak repairs and individualized best management practices.

(11) Water wise landscape design and conversion best management practices - make use of drought tolerant local plants and grasses. The city staff will provide the latest information available from authoritative sources on this subject. Property owners and home-owners associations are encouraged to set up demonstration planting at their entrances and club houses that best fit their subdivisions. Master gardeners are encouraged to provide demonstrations at city and association events. The city will maintain a library of information on this subject at City Hall. In 2014 the city created two native landscape gardens at City Hall to educate customers and promote conservative landscape options.

(12) Reservoir systems operations plan. The city obtains its water supply from the Lower Colorado River Authority; subsequently, a “reservoir systems operations plan” is not applicable.

(E) Optional conservation components

Best management practices (BMPs) for water conservation. A water conservation task force has been established by SB 1094, to review, evaluate, and recommend optimum levels of water use efficiency and conservation for the state. The task force has also been directed to identify, evaluate, and select best management practices (BMPs) for municipal, agricultural, and industrial water users.

BMPs are a combination of management, educational, and structural practices that are the most effective and economical ways of conserving water. Some of the best management practices listed below have already been implemented by the city; however, the remaining BMPs may be finalized and adopted at a future date by the city council.

(1) Water waste prohibition BMP.

(2) Showerhead, aerator, and toilet flapper retrofit BMP.

(3) Residential ULFT (ultra-low flush toilet) BMP.

(4) Residential clothes washer BMP.

(5) School education BMP (Note: Currently, there are no schools within the city boundaries).

Additional BMPs are under development. Consideration of implementation of BMPs. The City will be refining these BMPs and developing other BMPs as time goes by. As the water conservation planning goal period (2020 - 2025 - 2030) unfolds the city will evaluate progress and to consider implementing additional best management practices in approved by city council.

Section 7. Emergency Water Demand Management Plan

The city water demand management plan ("drought contingency plan") has been adopted by the City Council, after a public hearing at its July 21, 2020 Council Meeting. This is an update of a plan approved by the city. The revised drought contingency plan is included with this water conservation plan document beginning with Division 3 below.

Section 8. Applicability to wholesale customers

(A) The city provides water supply via contracts with AquaTexas Utilities (Oak Ridge subdivision), Deerhaven WCID (Deerhaven subdivision) and Corix Utilities (Sandy Harbor subdivision).

(B) The water conservation plan and drought contingency plan are applicable to wholesale water customers of the city. Therefore, any future wholesale contracts (water supply agreements) will include provisions that require the wholesale customers to develop and implement a water conservation plan using the applicable elements of TAC 30, chapter 288.

(C) If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer shall provide that the contract for the resale of water must have water conservation requirements so that each successive customer in the resale of the water shall be required to implement water conservation measures in accordance with the provisions of title 30 TAC, chapter 288.

Section 9. Coordination with Region K Water Planning Group

(A) The service area of the city is located within region K water planning group. Copies of the updated water conservation plan (along with the updated drought contingency plan), will be furnished to the region K water planning group to ensure consistency with the regional water plan.

(B) Per their contract requirements, the water conservation plan and the drought contingency plan will also be submitted to the Lower Colorado River Authority.

Section 10. Plan Review and Update

The drought contingency plan has been updated, and this water conservation plan is an update of a water conservation plan that was approved on July 21, 2020 by the city council. Subsequently, it is the intent of the city to upgrade these plans as necessary, in accordance with state statutes, regulations of state agencies, and the requirements of the Lower Colorado River Authority.

Section 11. Enforcement Procedure and Official Adoption

After a public forum (hearing), the water conservation plan was approved via the adoption of Ordinance 2020-13 by the city council. Implementation and enforcement of the water conservation plan and drought contingency plan shall be by means of this article, by the regulations and policies contained within these documents, and by reference to the applicable state laws and regulations.

DIVISION 3. DROUGHT CONTINGENCY PLAN

Section 1. Water Supply Viability

An adequate water supply is imperative for the continued health and welfare and well-being of the residents of the service area of the city, and it is the responsibility of the city to strive to ensure that all appropriate measures are taken that will conserve and protect this valuable natural resource, and furthermore, the conservation and protection of this resource must be intensified during such periods when its presence is limited.

Section 2. Applicable Regulations

Section 12.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality (TCEQ), as amended, require all public water supply systems in the state to prepare a drought contingency plan, and section 11.039 of the Texas Water Code, as amended, authorizes water suppliers to distribute water supplies on a pro rata basis during times of water supply shortage.

Section 3. Necessity of Plan

Because of the vagaries of Texas weather, the drought conditions that often prevail within the state, the limitations on withdrawal capacity that may be implemented by the Lower Colorado River Authority (LCRA) during times of drought, and the ever-present possibility of a failure of the city's water supply system, the city council, as authorized under law and in the long-term best interest of the city's residents, hereby declares the necessity of the adoption of this drought contingency plan.

Section 4. Declaration of Policy

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, and upon the adoption of ordinance 15-04-21C [ordinance 2020-13], this drought contingency plan of the city shall be adopted and implemented in accordance with the regulations and requirements of the state, the Texas Commission on Environmental Quality, and the Lower Colorado River Authority.

Section 5. Public Involvement

A public forum (hearing) on the draft drought contingency plan was held by the city council on July 21, 2020. The public forum was advertised in advance, and the public was invited to attend this hearing. Once the drought contingency plan is adopted by council, then it will be posted on the city's website for viewing by the public.

Section 6. Definitions

For the purposes of this drought contingency plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City. The City of Horseshoe Bay, its city council, or its city manager or director of utilities, as the context dictates.

Commercial and institutional water use. Water use which is integral to the operations of commercial, non-profit establishments, and governmental agencies, and retail establishments (such as hotels, motels, restaurants, office buildings, and other similar entities).

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, decrease the loss of water, improve the efficiency in the use of water or increase the recycling of water, so that a supply is conserved and made available for future or alternative uses.

Customer. This term includes both retail customer and wholesale customers, and is any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal need or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8, and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks and rights-of-way and medians.

Non-essential water use. Water uses that are not essential or required for the protection of public health, safety, and welfare, including:

(1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;

(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;

(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas, unless such water use is for public health purposes (e.g.. washing of an oily substance(s) - that might cause falls from a sidewalk or walkway);

(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection and/or public health purposes;

(5) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life; and

(7) Failure to repair a controllable leak(s) within a reasonable time period (72 hours) after having been given notice directing the repair of such leak(s).

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Wholesale customer. An individual, agency, or other entity that purchases water from the city for resale to the public for human consumption; this term does not apply to an individual, agency, or other entity that provides water to employees or tenants incidental to the service or business of the individual, agency, or entity.

Section 7. Overview of Service Area

(A) Introduction.

(1) The city is located in Llano County and Burnet County, Texas, adjacent to Lake Lyndon B. Johnson (LBJ), and serves an area that is approximately 16.50 square miles in land area. The current number of residents (full-time and part-time) of the city is 8,333.

(2) The city is a political subdivision of the state identified as a home rule municipal corporation, created in an election held in September 2005, and is the successor to the Lake LBJ Municipal Utility District (MUD), absorbed into the city in March 2006. The city operates under the Local Government Code and the Texas Administrative Code and is governed by a mayor and five-member city council. A city manager is employed by the council to administer the day-to-day operations of the city.

(3) In general, the city follows the advice and lead of the Lower Colorado River Authority regarding drought mitigation planning.

(B) Water supply.

(1) The city currently obtains one hundred percent (100%) of its potable water supply from Lake LBJ - via two surface water treatment plants: Central Water Treatment Plant (WTP) and West Water Treatment Plant (WTP). The Central WTP has a maximum treatment capacity of 4,000,000 gallons per day, and the West WTP has a maximum treatment capacity of 2,000,000 gallons per day. Both the Central WTP and West WTP are microfiltration membrane filter plants.

(2) The surface water supply in Lake LBJ is under the control of the LCRA (Lower Colorado River Authority), with charges assessed against the city for withdrawals of raw water.

(3) The LCRA currently recognizes the impact of the significant increases of growth in the Central Texas area, and this growth of population will increase demand for potable water. Under conditions of drought, the LCRA may place limitations on the release of water supplies for the Lower Colorado River Authority and its customers. The LCRA has undertaken an intensive planning regime, and it is also emphasizing the need for greater water-use efficiencies through higher levels of water conservation. The city follows the lead of LCRA regarding water conservation and compliance with their policies and regulations.

(C) Water demands. The city is experiencing an increasing amount of growth, and this expanded growth rate is expected to continue in the future. The total annual water demands (2015–2019) are outlined in the following table:

Year	Total Water Produced (Gals.)	Maximum Day Demand	Average Day Demand	Peak-to-Avg Ratios
2015	745,288,000	3,630,000	2,041,884	1.78
2016	642,081,000	3,534,000	1,759,126	2.01
2017	618,848,000	3,529,000	1,695,474	2.08
2018	534,669,000	2,977,000	1,461,000	2.04
2019	734,924,000	4,445,000	1,950,098	2.28

(D) Water supply and water demand planning and management.

(1) Due to the growth of the Central Texas area, the growth within the Horseshoe Bay's area of service, and the associated increase in water demand, the LCRA and the city are currently engaged in intensified water supply planning to ensure ample water for LCRA's service area and the residents of the city. This planning process is being conducted in conjunction with the actions and plans of region K water planning group.

(2) The water treatment plants of the city are currently capable of producing 6,000,000 gallons per day. The total current capacities of the city's two water treatment plants are as follows:

Central WTP	4,000,000 gallons per day
West WTP	2,000,000 gallons per day

(3) To ensure an adequate water supply the city in 2017 completed an upgrade of the West WTP to 2,000,000 gallons per day capacity. The city is also working in many other ways to effectively manage local water resources:

(4) Initiation of a reoccurring leak detection and leak repair program on the City's distribution system and provide requirements concerning customer's repair of leaks on customer's side of meter;

(5) Employing advanced metering technology of all customer connections;

(6) Initiation of meter testing and meter change-out program;

(7) Semi-Annual testing of water production meters; and

(8) Conducting of an "Annual Water System Audit."

(9) Furthermore, the city has implemented "water conservation rates" (inclining block rates) that have positively impacted the city's ability to manage our precious water resources.

Section 8. Education–Retail and Wholesale Customers

(A) Retail customers. On an as-needed basis, the city shall provide newspaper notice and other media releases to all retail water customers of the city and such notice shall furnish water conservation information, including notification of the water conservation stage currently in effect. In addition, water conservation brochures and information shall be made available at the city office and the City's Water Conservation web page.

(B) Wholesale customers. Wholesale customers will be partners with the city in managing the area's water resources. The city manager shall notify the wholesale customers of the current water conservation stage of the city. Furthermore, the city shall provide other water conservation information to wholesale water customers, in conjunction with the water conservation regulations of the city and water conservation measures that will be beneficial for the wholesale customers.

(C) Pro rata curtailment. Pro rata curtailment shall be done in accordance with Texas Water Code 11.039. All new wholesale water contracts and/or contract renewals and extensions shall include provision that in case of shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, 11.039 per 30 TAC 288.22(a)(8).

Section 9. Normal Operations

(A) The residents of the city are blessed to be on the banks of Lake LBJ and have immediate access to sufficient water to fulfill basic needs and to irrigate lawn and landscape without restriction; however, in times of drought there may be water supply curtailments from the LCRA - and only enough available water to fulfill basic needs. Malfunction of water system facilities (LCRA and the city) may also cause curtailments. The Lower Colorado River Authority oversees allocating water resources in times of drought, and they have extensive plans to equitably allocate water among all the water users.

(B) An important part of the LCRA and the City's plan is to request that everyone use water wisely at all times. We should be aware that the least costly new water supply is the water that we conserve. Water consumers can conserve water just by making a few sensible changes to the way it is used; these practices will save resources - both water and money.

(C) Most of our indoor water use is already efficient. Construction over the last several years has provided water-efficient appliances and plumbing fixtures: clothes washers, dishwashers, low-flow toilets, and showerheads. However, it is outdoor irrigation where the greatest amount of water consumption occurs.

(D) In the city, over 65% of the residential water use is for outdoor irrigation. Additionally, a swimming pool will evaporate as much water on a hot windy day as will be evapotranspiration from the same area of grass. Consequently, if we want to conserve water, outdoor water use should be a conservation priority. Residents can water outdoors at any time with a handheld hose. This means that new lawns, special trees, and other special condition can always be taken care of if there is a perceived need.

(E) When the LCRA informs the city that we are in drought conditions, we will need to implement additional conservation measures. The city will provide notice when this occurs and outline the additional conservation measures that must be undertaken by city residents.

Section 10. Alternative Sources

Additional water sources will be accessed and secured prior to the city's primary water source showing signs of stress. Water may be bought and hauled, additional water rights may be obtained, emergency backup water wells may be drilled, use of an emergency interconnection, or restrict all non-essential water uses except that relate to public health activities. As an immediate relief the city would utilize approved water sources. TCEQ potable water haulers are located locally in the communities of Spicewood, Blanco, Burnet, Austin, Cedar Park and Dripping Springs.

Section 11. Responsibility of Wholesale Water Customers

In accordance with title 30, Texas Administrative Code, chapter 288, as amended, all wholesale water customers of the city shall develop a drought contingency plan, and such plan shall have similar provisions and restrictions as the city drought contingency plan - with correlative target goals of water usage reduction, and the wholesale water customer shall submit its drought contingency plan to the city manager for approval, or may adopt these policies and procedures and so notify the city manager.

Section 12. Coordination with Regional Water Planning Group

The service area of the city is wholly located within the region K water planning area. The city has provided a copy of its updated drought contingency plan to this region at this address: Region K, Jaime Burke, P. E. Project Manager, Water Resources, 400 West 15th Street, Suite 600 Austin, TX 78701. The city is also coordinating its water supply and water demand planning, and the development of its drought contingency plan, with the planning efforts of the Lower Colorado River Authority.

Section 13. Authorization

(A) Authority provided. The city council shall have the authority to implement the drought contingency plan's provisions, upon the determination that such implementation is necessary to protect public health, safety, and welfare, and in conjunction with the requirements of the plan and recommendations of the city manager. In addition, and as promulgated [by this article] and the drought contingency plan, with recommendations from the city manager (based on information provided by the utilities department and/or the Lower Colorado River Authority), the city council shall have the authority to initiate or terminate drought or other water supply emergency response measures as necessary.

(B) Notification.

(1) If a non-emergency drought condition should exist (stage 1), then notification shall be provided via the provision of a sign or a newspaper notice to the retail customers and wholesale customers of the city. This notification category may apply to stage 1, but not to any other water conservation stage.

(2) Under a water conservation situation other than non-emergency drought conditions, and with a higher demand for immediate water conservation actions, written notification shall be mailed or delivered to retail and wholesale customers and placed in a local newspaper, with ample notice time to allow at least seventy-two (72) hours notification prior to initiation of the drought contingency (water conservation) stage. This notification category primary applies to water conservation stage 2, stage 3, or stage 4, unless the condition outlined in subsection (3) (as listed below) takes precedence.

(3) If an emergency drought condition should arise that jeopardizes the public water system of the city, and that may negatively impact the health, welfare, or safety of city customers, and if no time is available for prior notification, then notification shall be provided as soon as practical after the start of the drought contingency stage.

(4) All notifications to the retail and wholesale customers shall contain the anticipated commencement date of the water conservation stage, the level of the stage (stage 1, 2, 3 or 4), the water conservation requirements of that particular stage, the estimated date that the stage will cease (if known), and other related drought contingency plan information.

(c) Status of drought contingency plan stage. For stages 2, 3, and 4, and on a periodic basis and no less than once per month during such time that the provisions of the drought contingency plan have been implemented, the city manager shall provide information to the city council as to the status of the drought conditions and drought contingency plan.

Section 14. Application

The provisions of this drought contingency plan shall apply to all persons, entities, and customers (both retail customers and wholesale customers) using water supplied by the city, both inside and outside the boundaries of the district. LCRA domestic contract owners must follow their LCRA contract drought plan requirements and are encouraged to follow the City's watering schedule when feasible.

Section 15. Wholesale Water Supply Allocations

(A) The wholesale water supply allocations are outlined under the four stages (stages 1, 2, 3, and 4) of the drought contingency plan, and are listed as percentages of per-connection water consumption based on the normal water service conditions of the wholesale agency in the most recent normal water service period.

Stage 1	Voluntary conservation (up to 5% reduction)
Stage 2	Mandatory (twice weekly watering; 10-25% reduction)
Stage 3	Mandatory (once per week watering; 25% reduction)
Stage 4	Mandatory (no outdoor watering; 35% reduction)

(B) Wholesale customers shall reduce gallons of water per-connection water consumption until such consumption is no more than the consumption amounts listed under stage 2, stage 3 and stage 4 of the drought contingency plan, with adjustments to be made by the city for:

(1) Any active water conservation measures and associated (and documented) reductions in water usage during the most recent normal water service period; and

(2) Water usage increase on a per-connection basis that can be justified by the applicant.

(C) Water service connections shall be divided into these types of usage: Residential, commercial, and institutional, and the wholesale customer shall furnish past records of water usage to the city manager upon his/her request, along with other information necessary to make determinations regarding any potential adjustments that may be considered.

(D) If the wholesale customer has no valid or existing past records of water usage in a drought period, then the water demand records of the city will be utilized to set allocations for the wholesale customer.

Section 16. Drought Response Stages

(A) Drought response stages, with increasing target goals of water demand reduction to meet the severity of water shortage conditions, are hereby established. The wholesale water customers of the city shall promulgate drought response stages that are at least as restrictive as those implemented by the city. Reductions in water consumption (listed as percentages), are reductions from consumption based on normal water service conditions.

(B) No water customer of the city shall make, cause, use or permit the use of water from the city for residential, commercial, governmental, or other related purpose in a manner contrary to any provision of this drought contingency plan, or in any amount in excess of that use permitted by the conservation stage in effect pursuant to action taken by the city council or the city manager, in accordance with the provisions of this drought contingency plan. The penalties for violation of drought response stages are listed under Section 17.

(C) Stage 1: voluntary (mild water shortage condition).

(1) Target water demand reduction goal: Up to 5%.

(2) Triggering mechanisms.

(a) Dry year with minor drought conditions.

(b) Loss or failure of water production or water distribution appurtenances or facility that would decrease water system supply capabilities by 5% or less.

(c) Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a reduction up to 5% in water supply.

(d) Any short-term or long-term situation requiring a reduction up to 5% in water consumption.

(3) City actions.

(a) Explain water shortage conditions and disseminate water conservation information to retail and wholesale customers.

(b) Minimize water system flushing and system water-waste, in conjunction with the overall public health requirements of the community.

(c) Request customer cooperation and voluntary customer actions toward efficient utilization of water resources.

(d) Intensify efforts to detect and repair water system leaks in a timely manner; in accordance with all state requirements for line-locate notification.

(e) In the event that the reduction goal in LCRA's raw water drought contingency plan as it may be amended, differs from this amount, the city will follow the reduction goal in LCRA's plan. (LCRA's raw water drought contingency plan is currently incorporated in LCRA's water management plan.)

(4) Water customer (water user) voluntary actions.

(a) Voluntary action (retail and wholesale customers). Efficient use of water via voluntary water conservation practices. Wholesale customers should activate and implement their drought contingency plans as needed. They should also notify the city manager of this action.

(b) Voluntary action (retail and wholesale customers). Voluntary cooperation with the city in its efforts to reduce water demand up to 5%.

(c) Voluntary action (retail and wholesale customers). Customers will be provided with a "leak notice," for leaks (or possible leaks) discovered on private property and customers should initiate leak repair activities within 72 hours after notice.

(d) Voluntary action (retail and wholesale customers). All lawn and landscape irrigation is encouraged to be conducted in an efficient manner and to minimize the wasting of water, such as water flowing into the street or gutter past the property from which this water was originated.

(e) Voluntary action (retail and wholesale customers). Due to higher evaporation losses, water customers are encouraged not to water their lawns and landscapes between the hours of 10:00 a.m. and 7:00 p.m. and outdoor watering recommended to be no more than twice per week, with watering allowed under the following lawn/landscape schedule:

Customer Class	Outdoor Water Use Days*
Commercial, multifamily	Tuesday and/or Friday
Residential, odd-numbered address	Wednesday and/or Saturday
Residential, even-numbered address	Thursday and/or Sunday

(D) Stage 2: Mandatory (moderate water shortage conditions).

(1) Target water demand reduction goal: 10% to 25%.

(2) Triggering mechanisms.

(a) Dry year with moderate drought conditions.

(b) Loss or damage to city water production or water distribution appurtenance or facility that would decrease water supply system capabilities by 10% to 25%.

(c) When the drought contingency measures of the LCRA water management plan trigger the requirement that municipal firm raw water customers implement mandatory water restrictions on their retail customer use.

(d) Any surface water supplies withdrawal restriction enacted by the LCRA that would entail a reduction of 10% to 25% in water supply to the city.

(e) Any short-term or long-term water supply situation requiring a reduction between 10% to 25% in water consumption.

(3) City actions. All actions as listed under stage 1 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions. In addition to the appropriate actions/restrictions of stage 1:

(a) Restriction (retail customers). In conjunction with the prohibition of watering between the hours of 10:00 a.m. and 7:00 p.m., outdoor watering shall be restricted to twice per week, with watering allowed under the following lawn/landscape schedule:

Customer Class	Outdoor Water Use Days*
Commercial, multifamily	Tuesday and/or Friday
Residential, odd-numbered address	Wednesday and/or Saturday
Residential, even-numbered address	Thursday and/or Sunday

* Note: No watering on Monday, and no watering on customer's next watering day if it rains during that week.

(b) Action (retail customers). Watering with bath water, dishwater, and/or laundry water is encouraged to the extent that this practice is allowed under local health and safety regulations.

(c) Restriction (retail customers). Water usage through an ornamental fountain shall not be allowed unless such water is recycled, except for the make-up water that is associated with water loss to evaporation.

(d) ~~Restriction (retail customers). Washing of sidewalks and driveways is not allowed under stage 2 of this drought contingency plan.~~

(e) Restriction (retail customers). All lawn and landscape irrigation shall be done in an efficient manner and the wasting of water from lawn and landscape irrigation shall be prohibited, and wasted irrigation water shall not flow in the street or gutter past the property from which this water was originated, nor shall it pond in street or gutter.

(f) Restriction (retail customers). Washing of vehicles and boats is prohibited unless the customer utilizes a hose with a positive shutoff nozzle. (Note: this section and restriction shall not apply to commercial carwashes.)

(g) Restriction (wholesale customers). Wholesale customers shall reduce water consumption until such consumption is no more than 75% to 90% of the amount consumed under normal water service circumstances. The water is to be distributed among all wholesale customer pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(h) Restriction (retail and wholesale customers). New lawns, special trees, and other special conditions, where water is needed to sustain vegetative life, watering can be performed in excess of the mandatory schedule by exception approved by the City Conservation Inspector.

(E) Stage 3: Mandatory (severe water shortage conditions).

(1) Target water demand reduction goal: 25%.

(2) Triggering mechanisms.

(a) Drought year with severe water shortage conditions.

(b) Loss or failure of water production or water distribution appurtenances or facility that would decrease water system supply capabilities by 25%.

(c) When drought conditions worsen triggering the implementation of additional mandatory water restrictions.

(d) When the combined storage of Lakes Travis and Buchanan declines to 600,000 acre-feet in accordance with the LCRA Drought Contingency Plan for firm water customers; or the LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(e) Short-term or long-term situation requiring a reduction of 25% in water consumption.

(3) City actions. All actions as listed under stages 1 and 2 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions. In addition to the appropriate actions and restrictions of stages 1 and 2:

(a) Restriction (retail customers). In conjunction with the prohibition of watering between the hours of 10:00 a.m. and 7:00 p.m., outdoor watering shall be restricted to once per week, with watering allowed under the following lawn/landscape watering schedule:

Customer Class	Outdoor Water Use Days
Commercial and multifamily customers	Tuesday
Residential customers	
Even-numbered address (addresses ending in 0, 2, 4, 6, 8)	Thursday*
Odd-numbered address (addresses ending in 1, 3, 5, 7, 9)	Saturday*

*Irrigation ONLY between the hours of 7:00 p.m. and 10:00 a.m. the next day.

(b) Restriction (wholesale customers). Wholesale customers shall reduce water consumption until consumption is less than 25% of the amount consumed under normal water service circumstances.

(c) Restriction (retail and wholesale customers). New lawns, special trees, and other special conditions, where water is needed to sustain vegetative life, watering can be accomplished via a handheld hose.

(d) Restriction (retail customers). Washing of sidewalks and driveways is not allowed under stage 3 of this drought contingency plan.

(e) The water is to be distributed among all wholesale customers pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(F) Stage 4: Mandatory (emergency water conditions).

(1) Target water demand reduction goal: 35%.

(2) Triggering mechanisms.

(a) Critical drought conditions, resulting in emergency water conditions and curtailment of water use.

(b) Loss or damage to the city water production or water distribution appurtenance or facility that would decrease water supply system capabilities by 35%.

(c) Any other emergency water supply or demand issue the LCRA general manager or the LCRA board determines to warrant the declaration of stage 4.

(d) When the combined storage of Lakes Travis and Buchanan declines to 600,000 acre-feet in accordance with the LCRA Drought Contingency Plan for firm water customers; or the LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(e) Any short-term or long-term water supply situation requiring a 35% reduction in water consumption.

(3) City actions. All actions taken under stages 1, 2, and 3 of the drought contingency plan.

(4) Water customer (water user) actions and restrictions.

(a) Restriction (retail customers). Prohibition of all non-essential water use, including outdoor watering, unless necessary for the preservation of health and safety and welfare. Water usage for livestock is exempt.

(b) Restriction (wholesale customers). Wholesale customers shall reduce water consumption by 35% of the amount consumed in under normal water supply circumstances. The water is to be distributed among all wholesale customers pro rata, according to the amount of water to which each wholesale customer may be entitled, less the amount of water

the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

Section 17. Penalties

The following penalties shall be incurred for violation of the various stages of the drought contingency plan. These penalties are listed in the following as associated with the stages listed below:

(A) Reminder–Stage 1 (voluntary actions and restrictions). Written reminder mailed to customer by first class U.S. postage. A copy of the water conservation stages and a water conservation brochure shall be included with the reminder.

(B) Penalties–Stages 2, 3, and 4 (mandatory actions and restrictions).

(1) First violation within twelve-month period. Written reminder mailed to customer (retail or wholesale) by first class U.S. postage, with copy of reminder maintained on file in the city office for a twelve-month period. A copy of the water conservation stages and a water conservation brochure shall be included with the reminder.

(2) Second violation within twelve-month period. A penalty shall be imposed in an amount equal to ten percent (10%) of the most current bill of the violating retail or wholesale customer, or a $100.00 charge, whichever is greater.

(3) Third violation within twelve-month period. A penalty shall be imposed in an amount equal to fifteen percent (15%) of the most current bill of the violating retail or wholesale customer, or a $150.00 charge, whichever is greater.

(4) Fourth and subsequent violations within twelve-month period. The city shall impose a penalty in an amount equal to twenty percent (20%) of the most current bill of the violating retail or wholesale customer, or a $200.00 charge, whichever is greater.

Section 18. Implementation and Termination of Conservation Stages

(A) Based on water supply and water demand information, the city council may order that the appropriate stage of water conservation be implemented or terminated in accordance with the applicable provisions of the drought contingency plan. Termination of a particular stage shall be accomplished by a written notice to advance to a subsequent stage or withdraw to a previous stage.

(B) The notification procedures as outlined in section 13.10.073(b) of this plan shall be utilized as a process of notice to the water customers (retail and wholesale) of the city.

Section 19. Advancement and Withdrawal of Stages

Water conservation stages may be advanced or withdrawn in the following manner:

(A) Advancement to subsequent stage.

(1) Emergency condition, such as failure of pumping equipment, etc., that requires a percentage water consumption reduction greater than that of the current stage.

(2) LCRA's drought contingency plan and/or water management plan require a reduction in water use by its firm water customers.

(3) Failure to maintain target water conservation reduction goal of that particular stage.

(4) Advancement via triggering mechanism.

(B) Withdrawal to previous stage.

(1) Emergency condition has been decreased in severity or resolved, so that previous target goal may be utilized.

(2) Regulatory action(s) has been dissolved or mollified.

(3) Water consumption reductions have been above that necessary to meet target goal of current stage.

(4) Current triggering mechanism is no longer valid or applicable.

Section 21. Order of Stages

Advancement or withdrawal to any water conservation stage shall not be limited to any particular order of stages but shall be based on the current water supply shortage and drought conditions and the target water conservation goal applicable to that situation.

Section 21. Enforcement

(A) The city manager and other employees of the city are hereby authorized by the city council to enforce the provisions of the drought contingency plan at such time the plan is implemented by order of the city council or the city manager, and neither the city nor the city's representatives engaged in enforcement activities under this plan, when acting in good faith and without malice, shall ever be held liable for any loss or damage, whether real or asserted or caused or alleged to be caused, as a result of the enforcement activities related to this drought contingency plan.

(B) Wholesale customers shall be bound by their agreement (contract) with the city, and their failure to develop a drought contingency plan that aligns with the city's, or failure to implement such plan if it is in effect, shall be considered a breach of that agreement (contract) between the city and the wholesale customer.

Section 21. Variances

(A) The city manager may, in writing, grant a variance for existing water uses otherwise prohibited under this plan, if it is determined that failure to grant such variance would cause a condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one are more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this plan is in effect.

(2) Alternative methods can be implemented which will achieve the same reduction in water use.

(B) Persons or entities requesting an exemption from the provisions of this drought contingency plan shall file a petition with the city manager within 5 days after the plan or a particular water conservation stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the city manager and shall include the following:

(1) Name and address of the petitioner(s).

(2) Purpose of water use.

(3) Specific provision(s) of the plan from which the petitioner is requesting relief.

(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this plan.

(5) Description of the relief requested.

(6) Period of time for which the variance is sought.

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan, and the compliance date.

(8) Other pertinent information, as requested by the city manager.

(C) Variances granted by the city manager shall be subject to the following conditions, unless specifically waived or modified by the city manager.

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when the water allocation or water conservation stage is no longer in effect, unless the petitioner has failed to meet specific requirements.

(3) No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation [termination of water conservation stage(s)].

(4) Any variance for a subsequent water allocation variance must be petitioned again.

(5) The fact that a variance has been granted in response to a petition will have no relevance to the city manager's decision on any subsequent petition.

(6) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 22. Appeals

(A) A person or entity suffering a violation(s) of the drought contingency plan may appeal this drought contingency plan violation(s) to the city manager. Any appeal to a violation(s) must include detailed information as to the reason the violation(s) should be dismissed.

(B) The decision of the city manager, as regarding plan violation(s) or variance denial, may be appealed to the city council and such appeal will be heard in conjunction with a special or regular meeting of the city council. The decision of the city council shall be final.

Section 23. Approval of Order and Drought Contingency Plan

The city council held a public forum (hearing) on July 21, 2020 and approved the revisions to the drought contingency plan. After consideration by the city council, the plan will be approved or modified in accordance with the actions directed by the city council.

(Ordinance 2020-13 adopted 7/21/2020)

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Eric Winter, Development Services Director

RE: Ordinance 2020-20: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.006(B) Definitions By Adding the Definition of Home Improvement Contractor and Manufactured Home Contractor; Revising the Regulations and Application Requirements and Amending the Title of Section 3.03.010(A)(9) To Be Titled Registration of General Commercial Contractors and General Residential Contractors, Sub-Contractors and Irrigation Contractors, Manufactured Home Contractors and Home Improvement Contractors; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting

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As construction activity has increased, we have also seen a corresponding increase in violations of City Ordinances by all types of sub-contractors, poor workmanship, incomplete projects and other complaints by citizens. Prior to the adoption of this Ordinance, staff would hear complaints from citizens about poor work by subcontractors, roofers, electricians, etc., and we would not be able to take any enforcement action, by not issuing any more permits. This Ordinance will provide staff with the same enforcement authority we have over general contractors, for all other types of contractors, as well as increase the review requirements for general contractors.

We will be starting all sub-contractors and new general contractors on a 60 day probation, which will allow us to monitor their activity, especially regarding whether any complaints or violations of Ordinances occur. Any violations within the first 60 days will automatically extend the probation period another 60 days, and if there are three violations within 180 days, the registration is revoked, and the sub-contractor will not be issued any additional permits or be able to do any work in the City.

This Ordinance will apply to sub-contractors (mechanical, electrical, plumbing), mobile home contractors, and home improvement contractors, which are all types of contractors, from pool and spa to roofing, fencing, and remodeling. This Ordinance will provide improved oversight, regulation and enforcement for all contractors and sub-contractors, and greater protection for our citizens.

Enclosure: Ordinance 2020-20

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-20

BUILDING PERMIT ORDINANCE TEXT AMENDMENT TO ADD THE DEFINITION OF "HOME IMPROVEMENT CONTRACTORS"; TO SPECIFY THE APPLICATION REQUIREMENTS FOR REGISTRATION OF GENERAL COMMERCIAL CONTRACTORS AND GENERAL RESIDENTIAL CONTRACTORS; TO PROVIDE NEW REGISTRATION APPLICATION REQUIREMENTS FOR SUB-CONTRACTORS AND IRRIGATION CONTRACTORS, MANUFACTURED HOME CONTRACTORS, AND HOME IMPROVEMENT CONTRACTORS

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.006(b) DEFINITIONS BY ADDING THE DEFINITION OF HOME IMPROVEMENT CONTRACTOR AND MANUFACTURED HOME CONTRACTOR; REVISING THE REGULATIONS AND APPLICATION REQUIREMENTS AND AMENDING THE TITLE OF SECTION 3.03.010(a)(9) TO BE TITLED REGISTRATION OF GENERAL COMMERCIAL CONTRACTORS AND GENERAL RESIDENTIAL CONTRACTORS, SUB-CONTRACTORS AND IRRIGATION CONTRACTORS, MANUFACTURED HOME CONTRACTORS AND HOME IMPROVEMENT CONTRACTORS; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

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

WHEREAS, the City Council has enacted specific regulations to limit the number of speculative houses that could be under construction by one builder at any one time to two (2); and

WHEREAS, an increasing number of builders have shown interest in Horseshoe Bay as a place to acquire and develop multiple properties at the same time; and

WHEREAS, the City has instituted a contractor registration program that requires submission and review of information regarding a business' operations, credit worthiness, legal form, complaints, and criminal background prior to issuance of a contractor registration; and

WHEREAS the City Council sees a need to require additional information and regulations of all building contractors to improve the management of growth and the quality of building construction in the City; and

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

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

I. FINDINGS OF FACT

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

II. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03, SECTION 3.03.006(b) DEFINITIONS

Section 3.03.006 Definitions, Subsection (b) Specific is hereby amended by adding the following:
Home improvement contractor. Any provider of construction services to property owners in the City whose work includes but is not limited to roofing, remodeling, fencing, the installation and maintenance of aquatic vessels (pools and spas), decks, docks, bulkheads, seawalls and any other accessory building or accessory structure as defined in Chapter 14 Zoning, Sec. 14.02.002 Definitions.

Manufactured home contractor. Any one of the following who participate in the placement of any mobile home on a property in the City: the mobile home dealer/seller; the retailer/broker/installer with an RBI License/Number from the Texas Department of Housing and Community Affairs; the delivery company if different from the seller; the set-up company if different from the seller; the trim-out company for double-wide mobile homes if different from the seller; and the improvements contractor for water, wastewater and electric utility hook-ups, foundation/tie-downs and skirting.

III. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, REVISING SECTION 3.03.010(a)(9) AND CHANGING THE TITLE TO REGISTRATION OF GENERAL COMMERCIAL CONTRACTORS AND GENERAL RESIDENTIAL CONTRACTORS, SUB-CONTRACTORS AND IRRIGATION CONTRACTORS, MANUFACTURED HOME CONTRACTORS AND HOME IMPROVEMENT CONTRACTORS

Section 3.03.010(a)(9) is hereby titled Registration of general commercial contractors and general residential contractors, sub-contractors, manufactured home contractors, irrigation contractors and home improvement contractors, and is hereby amended to read as follows:

(9) Registration of general commercial contractors and general residential contractors, sub-contractors and irrigation contractors, manufactured home contractors and home improvement contractors

(A) Only registered contractors may be employed by an applicant to provide construction services on any project unless a property owner is doing his or her own construction and not employing a contractor. The property owner shall indicate on the permit application what construction the owner will be doing, if any.

(B) All contractors must have approved registrations on file with the city to do any construction work on any building in the city. Applications for approval of registrations shall be prepared by the development services department, which shall be responsible for the review and approval or denial of such applications, as well as continually maintaining a list of registered contractors. Registration for contractors are required to be renewed every 2 years. Registrations for sub-contractors and irrigation contractors will renew with their State required renewal dates.

(C) Any applicant whose information cannot be verified, who has one or more court judgments against them, or whose information is found to be insufficient, unsatisfactory or incorrect, and any registration application that has, or fails to disclose a conviction for any misdemeanor or higher crime associated with any fraudulent act, theft, or act of a violent nature shall be denied by the development services director.

(D) Any applicant whose registration is denied may appeal the determination of the development services director to the city attorney. The city attorney shall have full authority to review the determination of the development services director, and may overrule the determination of the development services director if he or she finds that approval of the registration is in the best interest of the city and its citizens.

(E) All newly registered contractors and sub-contractors, after the date of approval of this Section, will begin registration under a probationary status. The probationary period will begin the day their first permit is issued. If the contractor receives an official notice of violation of city ordinance within the first 60 days, their probationary period is extended for an additional 60 days. If the contractor receives a second official notice of violation of city ordinance within the first 120 days, their probationary period is extended for an additional 60 days. If a third official notice of violation is received within the first 180 days, the contractor's registration will be revoked. The contractor, under this Section, must complete the permitted project as directed and no future permits will be issued to him. If no violations are received within the first 60 days, a second project may be applied for. Any registered contractor who receives 3 or more violations of city ordinances within any 180-day period will have their registration revoked, and the builder must complete any permitted projects and no future permits will be issued to him.

(F) Registration for General Commercial Contractors and General Residential Contractors shall include:

(1) A completed registration application for which Development Services will use to run business profile reports and criminal background checks;

(2) Three (3) or more examples of previous construction and references from previous clients, or other information requested by the development services director or his/her designee; and

(3) Provide a Certificate of Liability Insurance showing valid coverage for the date of the application, proof of coverage for a minimum of one year from an insurance company authorized to do business in the State of Texas. If the Certificate of Liability Insurance expires, it is the responsibility of the registered contractor to renew and submit the updated Certificate of Insurance;

(4) Insurance Requirements to include:

(a) At least $500,000 per occurrence (combined for property damage and bodily injury);

(b) At least $1,000,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage);

(c) At least $500,000 aggregate for products and completed operations;

(d) Certificate holder must be listed as follows: City of Horseshoe Bay, 1 Community Drive, Horseshoe Bay TX 78657; and

(e) The business name and address listed on the Certificate of Liability of Insurance must match the business name and address on the registration application.

(G) Registration for sub-contractors (mechanical, electrical, plumbing) and Irrigation Contractors shall include:

(1) A completed registration application.

(2) A copy of the applicable state licensing board's license card and a valid driver's license.

(3) A Certificate of Insurance with the City of Horseshoe Bay listed as a certificate owner apart from Plumbers who must provide their current insurance registered with the Texas State Board of Plumbing Examiners.

(4) Official complaints will be reported to the applicable State Licensing Board.

(H) Registration for manufactured Home Contractors shall include:

(1) A completed registration application for which Development Services will use to run business profile reports and criminal background checks;

(2) Three (3) or more examples of previous manufactured homes placed on property and references from previous clients or other information requested by the development services director or his/her designee: and

(3) A Certificate of Liability Insurance showing valid coverage for the date of the application, proof of coverage for a minimum of one year from an insurance company authorized to do business in the State of Texas. If the Certificate of Liability Insurance expires, it is the responsibility of the registered contractor to renew and submit the updated Certificate of Insurance.

(4) Insurance Requirements to include:

(a) At least $300,000 per occurrence (combined for property damage and bodily injury);

(b) At least $600,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage);

(c) Certificate holder must be listed as follows: City of Horseshoe Bay, 1 Community Drive, Horseshoe Bay TX 78657; and

(d) The business name and address listed on the Certificate of Liability of Insurance must match the business name and address on the registration application.

(I) Registration for home improvement contractors shall include:

(1) A completed registration application for which Development Services will use to run business profile reports and criminal background checks;

(2) Three (3) or more examples of previous construction and references from previous clients or other information requested by the development services director or his/her designee: and

(3) Certificate of Liability Insurance showing valid coverage for the date of the application, proof of coverage for a minimum of one year from an insurance company authorized to do business in the State of Texas. If the Certificate of Liability Insurance expires, it is the responsibility of the registered contractor to renew and submit the updated Certificate of Insurance.

(4) Insurance Requirements to include:

(a) At least $300,000 per occurrence (combined for property damage and bodily injury);

(b) At least $600,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage);

(c) Certificate holder must be listed as follows: City of Horseshoe Bay, 1 Community Drive, Horseshoe Bay TX 78657; and

(d) The business name and address listed on the Certificate of Liability of Insurance must match the business name and address on the registration application.

IV. 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.

V. 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.

VI. 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.

VII. 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 July, 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

JULY 21, 2020

To: **Mayor and City Council**

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

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

RE: **Progress Report by Contractor on Construction and Issuing two 3rd Building Re-Permits for the Cap Rock Clubhouse and for the Cap Rock Pool Building at 2622 Bay West Blvd./*Mycon General Contractors/Applicant***

The contractor is requesting the 3rd Re-permit for these two projects (clubhouse and pool). The first 60-day Re-permit expired on February 2 and the 2nd 60-day Re-permit expired on April 25 and was automatically extended 60 days to July 25 under Covid 19.

This Repermit can have one of the fees based on the amount of time as shown below under 3RD.

	REPERMIT			
TIME	3RD	4TH	5TH	6TH
30 DAYS	N/A	$7,500	$10,000	$15,000
45 DAYS	N/A	$8,750	$12,500	$17,500
60 DAYS	$5,000	$10,000	$15,000	$20,000
75 DAYS	$6,250	$12,500	$17,500	$22,500
90 DAYS	$7,500	$15,000	$20,000	$25,000
105 DAYS	$8,750	$17,500	$22,500	$27,500
120 DAYS	$10,000	$20,000	$25,000	$30,000
135 DAYS	$11,250	$22,500	$27,500	$32,500
150 DAYS	$12,500	$25,000	$30,000	$35,000
165 DAYS	$16,750	$27,500	$32,500	$37,500
180 DAYS	$20,000	$30,000	$35,000	$40,000

The contractor has requested a 90-day Re-permit with a fee of $7,500.00 for each project.

Enclosures: **None**

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Margie Cardenas, Finance Director

Re: Propose the 2020 Tax Rate

The City has received preliminary tax information from the Llano and Burnet Appraisal Districts. The combined preliminary taxable value for Llano and Burnet counties as of July 10, 2020, for the 2020 tax year is $2,354,739,645. This value may change during the appraisal appeal process this summer. Certified taxable valuations are due from both counties by July 25, 2020.

Once approved, the proposed tax rate may be decreased but may not be increased prior to the tax rate adoption in September. Therefore, staff recommends that Council approve the maximum tax rate that would be considered for Fiscal Year 2020-2021.

Based solely on the preliminary taxable values of current properties, staff estimates the 8% rollback rate for 2020 to be $0.27524 per $100 taxable valuation. The final calculations from the Llano County Tax Assessor/Collector's office will not be provided to the City until after July 25, 2020.

The current tax rate for Fiscal Year 2019-2020 is $0.27000 per $100 taxable valuation.

Enclosure: Tax Rate History Table

TAX RATE HISTORY TABLE

TAX YEAR		TAX RATES	M & O	I & S	LLANO COUNTY APPROVED TAX ROLL ASSESSED VALUE	BURNET COUNTY APPROVED TAX ROLL ASSESSED VALUE	TOTAL APPROVED TAX ROLL ASSESSED VALUE	TOTAL LEVY	M & O	I & S
2006		0.50000								
2007		0.40000			$1,251,273,964		$1,251,273,964	$5,005,096		
2008		0.35000			$1,441,168,934		$1,441,168,934	$5,044,091		
2009		0.33000			$1,588,249,545		$1,588,249,545	$5,241,223		
2010		0.25000	0.22200	0.02800	$1,412,000,000	$171,000,000	$1,561,996,162	$3,904,990	$3,467,631	$437,359
2011		0.25000	0.22200	0.02800	$1,374,533,707	$173,407,475	$1,547,941,182	$3,869,853	$3,436,429	$433,424
2012		0.25000	0.22200	0.02800	$1,343,758,031	$183,355,207	$1,527,113,238	$3,817,783	$3,390,191	$427,592
2013		0.25000	0.22200	0.02800	$1,384,324,964	$186,946,922	$1,571,271,886	$3,928,180	$3,488,224	$439,956
2014		0.25000	0.22200	0.02800	$1,437,323,807	$185,403,017	$1,622,726,824	$4,056,817	$3,602,454	$454,364
2015		0.25000	0.22200	0.02800	$1,494,521,653	$196,022,157	$1,690,543,810	$4,226,360	$3,753,007	$473,352
2016		0.26000	0.21860	0.04140	$1,601,593,349	$199,955,517	$1,801,548,866	$4,684,027	$3,938,186	$745,841
2017		0.26000	0.22000	0.04000	$1,722,168,060	$206,543,185	$1,928,711,245	$5,014,649	$4,243,165	$771,484
2018		0.26702	0.22579	0.04123	$1,837,165,951	$219,498,974	$2,056,664,925	$5,491,707	$4,643,744	$847,963
2019		0.27000	0.23165	0.03835	$1,949,503,369	$238,173,227	$2,187,676,596	$5,906,727	$5,067,753	$838,974

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

RE: Austin Area Research Organization (AARO) Annual Membership for City Manager

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The *Austin Area Research Organization* (AARO) is a regional (Central Texas) think tank founded in 1980 by a group of chief executive officers who found themselves needing a forum for discussion of issues faced by rapidly growing Central Texas—issues that would impact the region's ability to thrive if they weren't tackled head on. The list of the founders reads like a Who's Who of the Austin of that time.

By 1993, the region was changing, and AARO knew it needed to change along with it; the organization began admitting community leaders and qualified non-CEO business leaders to the membership. It also began expanding its footprint to include, as of 2013, six burgeoning Central Texas counties: *Travis, Williamson, Hays, Bastrop, Burnet and Caldwell.*

But the fundamental reason for AARO's existence has not changed—the group is still powered by round-table discussions among its 100+ thought leaders and by solid, thoughtful research into the thorniest of issues.

AARO Priorities and Committees - AARO advances policies to enhance the economic and social well-being of Central Texas by engaging regional leaders in data-driven deliberative action, built on a foundation of data, and shaped by wisdom, vision and dedication to our region's future in five priority areas: Health, Education, Social Equity, Transportation and Water. For more information please see https://aaroregion.com/

Recently, the City Manager was nominated by former Burnet County Judge Donna Klaeger (AARO member) and HSB resident. Then AARO membership voted to offer an invitation. Dues are tiered according to the size of the member's affiliated organization. Currently, the City pays for the City Manager's dues for the a few professional organizations such as the International City/County Managers' Association (ICMA) and the Texas City Managers' Association (TCMA). The City Manager asks that Council please consider the pro-rated annual dues for Aug 1- Dec 31 of $1,917. The City Manager has inquired to the possibility of a scholarship to help defray the annual (calendar year) cost for 2021.

Enclosures: Further Information

aaro
AUSTIN AREA RESEARCH ORGANIZATION

Executive Committee

Mr. Ray Wilkerson
President

Ms. Trish Young Brown
President-elect

Ms. Ellen Wood
Treasurer

Ms. Karen Friese
Past President

Ms. Stacy Armijo
Ms. Amber Carden
Mr. C. Brian Cassidy
Mr. Ashton Cumberbatch, Jr.
Ms. Susan Dawson
Ms. Michelle Earley
Mr. Scott Flack
Ms. Nikki Graham
Mr. Jeff Hahn
Mr. Clarke Heidrick
Mr. Keith Jackson
Mr. Ali Khataw
Ms. Nikelle Meade
Mr. Marc Rodriguez
Mr. Michael Whellan
Mr. Pete Winstead

Ms. Sandy Guzman
Executive Director

Mr. Stan Farmer
City Manager
City of Horseshoe Bay

Dear Stan,

On behalf of the membership of Austin Area Research Organization (AARO), I am pleased to extend to you an invitation for membership. AARO is a nonpartisan think tank with 130 members drawn from the highest levels of business, community and civic leadership. AARO considers you to be among the top thought leaders of our region. We believe you would be a valued contributor in helping us realize AARO's vision – *"AARO envisions Central Texas as an exemplary region: dynamic, thriving and sustainable for all."*

The AARO membership body meets six times a year. The work of the organization is conducted through issue committees that meet monthly: Education, Health, Social Equity, Transportation and Water. AARO does not have a large staff; rather, it provides data to its members, and works through its members to effect positive change.

Dues are graduated, based on the size of the member's organization. (See "Frequently Asked Questions" fact sheet.) Responsibilities of membership include attending membership meetings, active committee participation and individual efforts to advance AARO's mission and projects.

We hope you will give this invitation very serious consideration. Clearly, our members believe you are an important part of the leadership energy for the future of this region. We believe AARO is an important tool in building this community and that it could be even more effective with you as a member.

We hope the enclosed information will be helpful. We would be happy to provide additional information or answer questions.

Sincerely,

Ray Wilkerson
President

Enclosures

114 W. 7th Street, Suite 800
Austin, TX 78701

P: 512-477-4000

aaro@aaroregion.com
www.aaroregion.com

Austin Area Research Organization Members

Scott Alarcón
Georgetown Health Foundation

Stacy Armijo
Amplify Credit Union

Tamara Atkinson
Workforce Solutions Capital Area

Joe Beal
Consultant

Kyndel Bennett
Cayetano Development LLC

Fayruz Benyousef
Fayruz Benyousef Consulting LLC

Charles Betts
Civic Leader

Bryan Bracewell
Southside Market & Barbeque, Inc.

Dr. Denise Bradley
St. David's HealthCare

Rob Bridges
Marsh Wortham

Patricia Young Brown
Civic Leader

Tony C. Budet
University Federal Credit Union

Dr. Edward Burger
St. David's Foundation

Dr. Colette Pierce Burnette
Huston-Tillotson University

Amber Carden
Bank of America Private Bank

C. Brian Cassidy
Locke Lord LLP

Dr. Don Christian
Concordia University

Elizabeth Christian
Elizabeth Christian Public Relations

Derrick Chubbs
Central Texas Foodbank

Randy Clarke
Capital Metro

Will Conley
American Structurepoint, Inc.

C. Wade Cooper
Jackson Walker

Spencer Cronk
City of Austin

Tim Crowley
Frost

Dr. Paul Cruz
Austin Independent School District

Ashton Cumberbatch, Jr.
McGinnis Lochridge

Susan Dawson
E3 Alliance

Sandy Dochen
Civic Leader

Michael Doss
Independent Bank Group

Betty Dunkerley
Civic Leader

Pete Dwyer
Dwyer Realty Companies

Michelle Earley
Locke Lord LLP

Brenda Eivens
City of Cedar Park

Mark Estrada
Lockhart Independent School District

Scott Flack
Live Oak

Simone Talma Flowers
Interfaith Action of Central Texas

Oscar Fogle
Guadalupe-Blanco River Authority

Tom Forbes
Butler Snow LLP

Jay Fox
Baylor Scott & White Health

Karen Friese
K Friese + Associates, Inc.

Richard Gergasko
Texas Mutual Insurance Company

Steve Goldsmith
Atlassian

Alex Gonzales
Duane Morris LLP

Kristie Gonzales
KVUE-TV

Sanford Gottesman
Gottesman Company

Nikki Graham
Bank of America

Bob Gregory
Texas Disposal Systems

Jeff Hahn
Hahn Public

Jay Hailey
Attorney

Adam Hauser
Meals on Wheels Central Texas

Tam Hawkins
Greater Austin Black Chamber of Commerce

David Hays
Georgetown Title

Clarke Heidrick
McGinnis Lochridge

Paul Hilgers
MTM Collaborative, LLC

Joe Holt
Civic Leader

John Howard
Dell Technologies

Laura Huffman
Austin Chamber of Commerce

David Huffstutler
St. David's HealthCare

Pete Inman
Camino Real Financial Strategies

Keith Jackson
HNTB

Bobby Jenkins
ABC Home and Commercial Services

Ashby Johnson
CAMPO

Amy Jones
O'Connell Robertson

Christopher Kennedy
Leadership Austin

Ronald Kessler
Ron Kessler Group LLC

Ali Khataw
Encotech Engineering Consultants

Donna Klaeger
Community Resource Centers of Texas, Inc

Steven Knebel
Maxwell Locke & Ritter LLP

Matt Kouri
Good Works Strategic Advisors

Heather Ladage
Austin Business Journal

Frank L. Leffingwell
Graves Dougherty Hearon & Moody

Perry Lorenz
Real Estate Developer

Pamela Madere
Jackson Walker

Judy Maggio
KLRU-TV

Missy Mandell
Mandell & Associates

Kristin Marcum
Elizabeth Christian Public Relations

Dr. George Martin
St. Edward's University

Charles Martinez, Jr.
The University of Texas at Austin

Cindy Matula
JPMorganChase

Mark Mayfield
Texas Housing Foundation

Darrick McGill
Primerica

Nikelle Meade
Husch Blackwell LLP

Thomas Miranda
Sparkovation Advisors

Janet Mitchell
M Group Agency

Amy Wong Mok
Asian American Cultural Center

David Morgan
City of Georgetown

Rhonda Mundhenk
Lone Star Circle of Care

Patti Ohlendorf
Civic Leader

Dewitt Peart
Downtown Austin Alliance

Richard Rhodes
Austin Community College District

Jeffrey Richard
J.L. Powers and Associates

Andrea Richardson
Bluebonnet Trails Community Services

Geronimo Rodriguez, Jr.
Seton Ascension

Marc Rodriguez
The Offices of Marc A. Rodriguez

Regina Rogoff
People's Community Clinic

Miguel Romano
Seton and Ascension Texas Foundations

Jackie Sargent
Austin Energy

Dr. Ed Sharpe
Civic Leader

Dr. Denise Smart
Texas State University

Amy Shaw Thomas
The University of Texas System

Jeff Thomas
Civic Leader

Tim Timmerman
Lower Colorado River Authority

Dr. Denise Trauth
Texas State University

Jeff Trigger
La Corsha Hospitality Group

Tyson Tuttle
Silicon Labs

Doyle Valdez
Valco Resource Management, Inc.

Gary Valdez
Focus Strategies Investment Banking

Madge Vasquez
Mission Capital

Barbara Wallace
Kuper Sotheby's International Realty

Sharon Watkins
Chez Zee American Bistro

Michael Whellan
Armbrust & Brown

Ray Wilkerson
Ray Wilkerson Companies

Kenneth Williams
City of Buda

Mark Williams
Civic Leader

Phil Wilson
Lower Colorado River Authority

Pete Winstead
Winstead PC

Ellen Wood
vcfo

CITY OF HORSESHOE BAY

JULY 21, 2020

To: **Mayor and City Council**

From: **Kerri Craig, City Secretary**

RE: **Approval of Meeting Minutes - June 16, 2020**

Enclosures: **Minutes**

City Council Meeting Minutes

A Regular City Council Meeting of the City of Horseshoe Bay was held Tuesday, June 16, 2020, beginning at 3:00 PM in the City Hall, 1 Community Drive, Horseshoe Bay, Llano County, Texas.

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

   Mayor Cynthia Clinesmith called the meeting to order at 3:00pm. All present.
2. **Invocation -** Senior Pastor Rev. Dr. Malcolm McQueen, Church at Horseshoe Bay, 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. Ben Miller - 10 Year Service Award – Fire Chief Brent Batla presented Ben with his award and thanked him for his service.
   B. Ben Bales - 5 Year Service Award – Utilities Director Jeff Koska presented Ben with his award and thanked him for his service.
   C. Rick Williams - 5 Year Service Award - Utilities Director Koska presented Rick with his award and thanked him for his service.
   D. Hill Country 100 Club Award: Police - 2019 Meritorious Service Award – Police Chief Rocky Wardlow recognized Lieutenant Cole Reasor and thanked him for his service.
   E. Hill Country 100 Club Award: Police - 2019 Officer of the Year – Police Chief Wardlow recognized Investigator Don Johnson and thanked him for his service.
   F. Hill Country 100 Club Award: Fire - 2019 Firefighter of the Year – Fire Chief Batla recognized Engineer Thad Martin and thanked him for his service.
   G. Police Chief's Citation for Professional Accomplishment – Police Chief Wardlow recognized Lieutenant Cole Reasor and thanked him for his service.
   H. Recognition of Baylor, Scott, and White for Excellent Health Care Service During COVID-19 – This was postponed to the July 21st City Council meeting.
5. **Public Comment –** No one spoke.
6. **Presentations**
   A. Presentation by Patty Gillean, of Gillean and Associates Realty, Regarding Real Estate in Horseshoe Bay – Patty Gillean provided information and statistics regarding real estate in Horseshoe Bay.
   B. Emergency Management Coordinator Fire Chief Batla COVID-19 Update – Fire Chief Batla provided an update on the COVID-19 situation in Horseshoe Bay.
7. **Business**
   A. City of Horseshoe Bay's 4th of July Celebration – Mayor Clinesmith provided an update on the status of 4th of July celebrations in Horseshoe Bay. The HSB POA will release a celebratory video. The HSB Resort will still be holding the fireworks presentation along with

other events. Visit the websites for these organizations for more information. No action taken.

B. Postal Service Update – Mayor Clinesmith stated the postal service is not a responsibility of the City, but City representatives have been meeting with the US Post Office staff to try and assist in the resolution of issues in Horseshoe Bay. No action taken.

C. Fiscal Year 2021 Budget Pre-Planning – Mayor Clinesmith stated the City is in the process of developing the draft budget for FY 2021 which will be discussed at the July 20th Council Budget Workshop. No action taken.

D. Parks Advisory Committee and Broadband Advisory Committee Charters – City Secretary Kerri Craig and Council Member Elaine Waddill provided the two charters for consideration, which are on file. Council Member Graham motioned to approve both charters as presented. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed.

   Mayor Clinesmith asked Council how they would like the HSB Nature Park group to present their plans to City Council. Council Member Hosea asked if the Long Range Planning Advisory Committee will be making a presentation to Council, including information about parks. Mayor Clinesmith said they could present the survey results but their final report won't be ready until later in the year because they intend to still have some town meetings. Mayor Clinesmith stated that the first review of the results shows a skewed group responding. Approximately 50% of the respondents were not members of the resort, so their responses included requests for the City to build tennis courts and swimming pools, etc. because those are amenities to which they don't have access. They all wanted parks. The committee will need to consider what percentage of the population they represent when making decisions. Council Member Hosea stated the city needs to be sure the community wants parks before committing financial resources and he would like to see the survey data. Council Member Rives stated the HSB Park group should provide more information regarding their plans, what they will be providing, and what their expectations are from the City. Council Member Graham stated he would like to see that information from the HSB Park group prior to the budget workshop, so it can be discussed at the workshop after they make a presentation.

E. Ordinance 2020-16: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.009(A) Temporary Certificate of Occupancy and Final Certificate of Occupancy and Adding New Subsection 3.03.009(B), Providing Clarification Regarding the Requirements and Purpose of a Temporary Certificate of Occupancy; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting – Development Services Director Eric Winter provided a report, which is on file. Council Member Graham motioned to approve Ordinance 2020-16. Council Member Hosea seconded. VOTE: 5-0 in favor, motion passed.

F. Ordinance 2020-15: Amending Chapter 3 Building Regulations, Article 3.02 Building Code, Section 3.02.022 The International Pool and Spa Code Adding the Requirements for a Temporary Fence and that the Permanent Fence Must Be Installed Immediately After the Temporary Fence is Removed; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting - Development Services Director Winter provided a report, which is on file. Council Member Hosea motioned to approve Ordinance 2020-16. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

8. **Consent Agenda**

A. Approval of Regular Meeting Minutes, May 19, 2020

B. Approval of Water and Wastewater Service Agreement with The Parks at Horseshoe Bay Development

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

D. Approval of Ordinance 2020-14: Amending Chapter 8 Offenses and Nuisances, Article 8.09 Tree Trimming Protection, Section 8.09.004(b) Violations, Penalty and Enforcement Eliminating A Specific Exemption for Resorts and Golf Courses; and Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting

E. Approval of the Public Funds for Public Purposes Subcommittee's Recommendation of Approval of a Request for Funding from the Horseshoe Bay Property Owner's Association

Mayor Clinesmith stated that Mayor Pro Tem Gray would like to remove item B, and Council Member Hosea would like to remove item C, from the consent agenda for individual consideration.

Council Member Graham motioned to approve consent items A, D, and E. Mayor Pro Tem Gray seconded. VOTE: 5-0 in favor, motion passed.

Mayor Pro Tem Gray stated his questions regarding consent item B were answered prior to the meeting. Mayor Pro Tem Gray motioned to approve consent agenda item B. Council Member Rives seconded. VOTE: 5-0 in favor, motion passed.

Council Member Hosea stated he would like the statement “It shall also be unlawful to build within the city contrary to a permit that has been issued” changed in every instance to “It shall be unlawful to begin construction of any residential or commercial improvements until a permit has been issued by the city and all such construction shall be in accordance with the requirements of the permit.” Council Member Waddill motioned to approve item C with the amendment proposed by Council Member Hosea. Council Member Rives 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

10. **Adjourn -** Mayor Pro Tem Gray motioned to adjourn the meeting. Council Member Waddill seconded. VOTE: 5-0 in favor, motion passed. Meeting adjourned at 4:29pm.

CITY OF HORSESHOE BAY

JULY 21, 2020

To: **Mayor and City Council**

From: **Kerri Craig, City Secretary**

RE: **Approval of Meeting Minutes - June 23, 2020**

Enclosures: **Minutes**

City Council Meeting Minutes

A Regular City Council Meeting of the City of Horseshoe Bay was held Tuesday, June 23, 2020, beginning at 3:00 PM in the City Hall, 1 Community Drive, Horseshoe Bay, Llano County, Texas.

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

   Mayor Clinesmith called the meeting to order at 3:00pm. All present except for Council Member Elaine Waddill.

2. **Business**

   A. Annual Builders' Forum – The Mayor and Council, City staff, and those present discussed a variety of topics including: an update on the COVID-19 situation, the City's appreciation for the quality of work being done in HSB, information regarding growth and sales, post office issues, updates from the City's Development Services Department, updates from the City's Utilities Department, and general topics related to building and contracting in Horseshoe Bay. No action was taken.

3. **Adjourn –** Mayor Pro Tem Gray motioned to adjourn the meeting. Council Member Hosea seconded. VOTE: 5-0 in favor, motion passed. Meeting adjourned at 4:19pm.

CITY OF HORSESHOE BAY

JULY 21, 2020

TO: Mayor and City Council

THRU: Stan R. Farmer, City Manager

FROM: Margie Cardenas, Finance Director

RE: Approval of the Fiscal Year 2020 Third Quarter Investment Report

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Margie Cardenas, Finance Director, has provided the Third Quarter Investment Report for Fiscal Year 2020. The investment earnings for the quarter are $16,690. The average yield for all investments is 0.55%.

Staff is asking that Council approve the Quarterly Investment Report for period ending June 30, 2020.

Enclosures: Quarterly Investment Report ending 06/30/2020

City of Horseshoe Bay Quarterly Investment Report Ending June 30, 2020

Fund	Investment Type	Descript/Loc	Maturity	Beginning Balance 3/31/2020	Quarterly Activity	Interest	Ending Balance 6/30/2020	Avg Yield
11101 GF	Disbursment Account	First United Bank	Open	349,074	(254,523)	197	94,748	
11301 UF	Utilty Fund Operating	First United Bank	Open	431,951	(193,700)	134	238,385	
11310 GF	General Fund Operating	First United Bank	Open	258,886	(223,868)	53	35,071	
11307 SF	PD Account	First United Bank	Open	8,950	1	0	8,951	
11308 PID	Escondido PID	First United Bank	Open	28,288	(24,902)	1	3,387	
	Subtotal - First United Bank			**1,077,149**	**(696,992)**	**385**	**380,542**	**0.21%**
11428 UF	Rate Stabilization	TexPool	Open	0	0	0	0	
11427 UF	Wastewater Treatment	TexPool	Open	360,421	0	281	360,702	
11433 UF	Utility Fund Reserve	TexPool	Open	130,785	(43,541)	94	87,338	
11421 GF	General Fund Operating	TexPool	Open	2,502,131	(589,316)	1,982	1,914,797	
11429 GF	General Fund Reserve	TexPool	Open	2,513,464	(11,333)	1,952	2,504,083	
11424 CF	Capital Projects	TexPool	Open	775,488	(532,869)	541	243,160	
11432 DS	Interest & Sinking	TexPool	Open	295,995	24,471	239	320,705	
11431 PID	Summit Rock PID	TexPool	Open	63,333	8,554	62	71,949	
	Subtotal - TexPool			**6,641,617**	**(1,144,034)**	**5,151**	**5,502,734**	**0.34%**
11434 UF	Wastewater Treatement	TexasClass	Open	4,000,946	(1,899,645)	8,023	2,109,324	
11435 UF	Utility Fund Reserve	TexasClass	Open	200,007	890,261	790	1,091,058	
	Subtotal - TexasClass			**4,200,953**	**(1,009,384)**	**8,813**	**3,200,382**	**0.96%**
	TOTAL CITY ACCOUNTS			**11,919,719**	**(2,850,410)**	**14,349**	**9,083,658**	
PID	Escondido PID Trustee - 1245 Fund	Regions Bank	Open	752,930	(106,111)	1,012	647,831	
PID	Escondido PID Trustee - 1272 Fund	Regions Bank	Open	512,828	0	746	513,574	
PID	Escondido PID Trustee - 1307 Fund	Regions Bank	Open	292,155	(7,582)	424	284,997	
PID	Escondido PID Trustee - 1334 Fund	Regions Bank	Open	885	0	1	887	
PID	Escondido PID Trustee - 1352 Fund	Regions Bank	Open	107,950	(0)	157	108,107	
	Subtotal - Regions Bank			**1,666,747**	**(113,693)**	**2,341**	**1,555,395**	**0.58%**
	TOTAL AGENCY ACCOUNTS			**1,666,747**	**(113,693)**	**2,341**	**1,555,395**	
	GRAND TOTAL ALL INVESTMENTS			**13,586,466**	**(2,964,103)**	**16,690**	**10,639,053**	**0.55%**

Performance Measures:

	Benchmark	Actual
Avg Yield	0.17%	0.55%
Benchmark=6-Mo. T-Bill		
WAM	Max 365	34
Diversification:	Max 100%	
TexPool		51.72%
TexasClass		30.08%
Banks		18.20%

Collateral Adequacy - All funds are fully collateralized and/or insured.
Statement of Compliance - All investment transactions of the City meet the requirements set forth in Chapter 2256, Texas Govt. Code, as amended and are in compliance with the City's Investment Policy.

Stan R. Farmer, City Manager

Margie Cardenas

Margie Cardenas, Finance Director

7-13-2020

Date

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Margie Cardenas, Finance Director

RE: Approval of a Letter of Agreement with Llano County Regarding the Annual Contract Fee for Tax Assessment and Collection Services

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

By way of comparison, the cost of services for FY 2021 is $8,440 as follows:

$ 6,400	City of Horseshoe Bay
$ 10	Stand-by Fees
$ 1,570	Escondido PID
$ 460	Summit Rock PID

By way of comparison, the cost of services for FY 2020 is $8,395 as follows:

$ 6,400	City of Horseshoe Bay
$ 10	Stand-by Fees
$ 1,555	Escondido PID
$ 430	Summit Rock PID

Staff requests City Council approve the Letter of Agreement and the cost of services fee for FY 2021 in the amount of $8,440 effective October 1, 2020 and authorize City Manager Stan Farmer to sign the Letter of Agreement on behalf of the City.

Enclosures: Letter of Agreement

LETTER OF AGREEMENT

The parties whose representatives have signed and dated this **Letter of Agreement** contract that the total for collection of 2020 taxes for CITY OF HORSESHOE BAY, MLL, Stand-by fees, and PID fees will be $8,440. Fees per entity are as follows: City of HSB- $6,400, Stand-by fees- $10, Summit Rock PID- $460, Escondido PID- $1,570.

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

Signed: _____
Kris Fogelberg
Tax Assessor-Collector
Llano County, Texas

Signed: _____
Title: _____
City of HSB

Date: _____

Date: _____

CITY OF HORSESHOE BAY

JULY 21, 2020

To: **Mayor and City Council**

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

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

RE: **Approval of Ordinance 2020-19: Amending Chapter 3 Building Regulations, Article 3.03 Building Permits, Section 3.03.015(C)(1) Period Inspections Updating the Inspection Request Timeframe and Amending the Enforcement Language for Failure to Follow Required Procedures from a Fine Not To Exceed $500.00 to a Deposit Deduction Not To Exceed $500.00; Providing for Findings of Fact; Severability; Repealer; Effective Date; and Proper Notice and Meeting**

Due to the high volume of building inspection requests we have been receiving, the City through ATS is no longer able to perform same day inspections. In order to process inspection requests for next day scheduling, inspection requests must be received no later than 3:30 PM. This Ordinance amends the current language to reflect this. In addition, the language in the Ordinance regarding enforcement for failure to follow required procedures is also amended to be consistent with other construction violations, and are to be deductions from the construction deposit in place of the more administratively burdensome Citations to Municipal Court.

Enclosure: **Ordinance 2020-19**

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-19

AMENDMENT OF ARTICLE 3.03 BUILDING PERMITS TO UPDATE THE INSPECTION REQUEST TIMEFRAME AND TO AMEND THE ENFORCEMENT LANGUAGE FOR FAILURE TO FOLLOW REQUIRED PROCEDURES

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.015(c)(1) PERIOD INSPECTIONS UPDATING THE INSPECTION REQUEST TIMEFRAME AND AMENDING THE ENFORCEMENT LANGUAGE FOR FAILURE TO FOLLOW REQUIRED PROCEDURES FROM A FINE NOT TO EXCEED $500.00 TO A DEPOSIT DEDUCTION NOT TO EXCEED $500.00; PROVDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

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

WHEREAS, an increasing number of inspections are received daily, making it difficult for the City to perform next day inspections; and

WHEREAS, the City has seen an increase in contractors failing to call for required inspections; and

WHEREAS, the City Council desires to amend the time frame for inspection requests, and amend the enforcement language for failure to follow required procedures; and

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

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

I. FINDINGS OF FACT

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

II. AMENDMENT OF CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 BUILDING PERMITS, SECTION 3.03.015(c)(1) PERIOD INSPECTIONS

Section 3.03.015(c)(1) is hereby amended to read as follows:

(l) Period inspections: Inspection of construction progress shall occur periodically to ensure construction on a project is consistent with any plans submitted in conjunction with an application and with the building codes. It is the responsibility of the permit holder to ensure that the project receive inspections at each required stage, or as stated on the approved plan review. The permit holder is responsible for following the City's inspection procedure, including calling for inspections before covering up work.

Inspections should be scheduled by the permit holder between 8:00 am and 3:30 pm. The city will use its best efforts to ensure inspectors make their inspections within twenty-four hours, provided that requests are received within the proper timeframe. Any inspections called for before the project is in a state of completion will be a deduction of one hundred dollars ($100.00), which amount shall be deducted from the deposit pursuant to Section 3.03.014 of this article. Failure to follow any required procedure will subject the permit holder to a deduction from the construction deposit not to exceed five hundred dollars ($500.00). Each and every day a violation occurs shall be deemed to constitute a separate offense

III. SEVERABILITY

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

IV. REPEALER

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

V. EFFECTIVE DATE

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

VI. PROPER NOTICE AND MEETING

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

ADOPTED AND APPROVED on this the 21st day of July 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

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

RE: Approval of Contracts for Election Services and Joint Election Agreements with Llano County and Burnet County for the November 3, 2020 General Election

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The contracts for Election Services and the Joint Election Agreements with Llano County and Burnet County for the November 3, 2020 General Election are the standard contracts the City has had with the individual counties in the past.

The estimated total cost of the election is approximately $4,500. The Llano County estimate remained the same as last year at $3,483.55. We won't know the estimated cost for Burnet County until early August, but it typically ranges from $500 to $1,000 each year. These costs often fluctuate due to the number of entities that share the cost of the election or the number of election workers required. The estimates are usually higher than the actual cost. The city has budgeted $5,000 for election related costs for FY20.

Staff recommends that City Council approve the Contracts for Election Services and the Joint Election Agreements with Llano County and Burnet County for the November 3, 2020 election.

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

CONTRACT FOR ELECTION SERVICES

BETWEEN

THE ELECTIONS ADMINISTRATOR OF LLANO COUNTY

AND

THE CITY OF HORSESHOE BAY

FOR THE NOVEMBER 3, 2020 GENERAL ELECTION

THIS CONTRACT is made and entered into by and between Cindy Ware, the Elections Administrator of Llano County, Texas, hereinafter referred to as "Contracting Officer," and the City of Horseshoe Bay, hereinafter referred to as "the LPS," pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and running of the LPS November 3, 2020 General Election ("the election").

WHEREAS, the LPS plans to hold a General Election on November 3, 2020, within the boundaries of the LPS; and

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

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

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

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

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

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

3. The Contracting Officer shall prepare the writ of election to the presiding judge in accordance with Section 4.007 of the Texas Election Code to be signed by the presiding officer of the LPS. The writ of election shall be delivered to the presiding judge no later than October 16, 2020.

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

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

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

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

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

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

H. ***Ballot Boxes and Transport Bags.*** The Contracting Officer shall make available for use in the election, at no cost to the LPS, the appropriate number of Llano County-owned transport bags to carry election supplies. The transport bags will be returned to the Contracting Officer at the conclusion of the election. The Contracting Officer shall have the transport bags (containing election supplies) ready to be picked up by each presiding judge, or the designee of the presiding judge, on, Monday November 2, 2020, at the Llano County Elections Administrator, 1447 E. State Hwy. 71, Llano, TX 78643 and shall notify each presiding judge of the time such shall be ready.

I. ***Ballots.*** The Contracting Officer shall use the Hart Verity v. 2.31 voting system, a voting system certified for use in Texas Elections by the Secretary of State, and shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Llano County Elections Administrator's Office on November 3, 2020.

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

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

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

N. ***Recounts.***

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

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

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

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

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

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

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

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

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

G. ***Paper Ballots.*** In advance of September 18, 2020, the date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall prepare the necessary paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation.*** The parties agree that presiding judges, alternate judges, election clerks, and the Early Voting deputies will be compensated at a rate of $8.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and one hour after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on November 2, 2020, from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will receive a fee not to exceed $25 at the same time that payment is made for the hours worked.

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

IV. PAYMENT

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

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

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

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

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

V. GENERAL PROVISIONS

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

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

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

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

B. ***Joint Election.*** The parties acknowledge that the Election Administrator may contract with other entities holding elections at the same time as the LPS on November 3, 2020. They also acknowledge that the LPS may share the early voting locations as well as Election Day locations pursuant to Texas Election Code Chapter 271.

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

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

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

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

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

For the City:

Kerri Craig
City Secretary
City of Horseshoe Bay, Texas
#1 Community Drive
Horseshoe Bay, Texas 78657
Tel: (830) 598-8741, ext. 243
Fax: (830) 598-8744
Email: kcraig@horseshoe-bay-tx.gov

For the Contracting Officer:

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

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

WITNESS BY MY HAND THIS THE 10th DAY OF July, 2020.

Cindy Ware
Cindy Ware
Elections Administrator
Llano County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2020.

By_____
Cynthia Clinesmith
Mayor
City of Horseshoe Bay, Texas

ATTEST:

_____
Kerri Craig
City Secretary
City of Horseshoe Bay, Texas

"EXHIBIT A"

EARLY VOTING LOCATIONS AND TIME PERIOD

Monday, October 19, 2020 through Friday, October 30, 2020

Main location:
Llano County Library, 102 E. Haynie, Llano, Texas 78643
Hours 8:00 – 4:30 Monday through Friday, with following exceptions: October 19th and October 26th - 7:00 A.M. - 7:00 P.M. Saturday, October 24th – 9:00 A.M. - 1:00 P.M.

Branch Locations:
Kingsland Public Library, 125 W. Polk, Kingsland, Texas 78639
Hours 8:30 – 4:30 Monday through Friday.

Horseshoe Bay POA
107 Twilight, Horseshoe Bay, Texas 78657
Hours 8:30 – 4:30 Monday through Friday

"EXHIBIT B"
ELECTION DAY POLLING LOCATION
November 3, 2020
7:00 A.M. – 7:00 P.M.

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

"EXHIBIT C"

ESTIMATED COST OF NOVEMBER 3, 2020 ELECTION

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

Notes:

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

EXHIBIT "D"

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

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

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

Cost of Election will be shared with Llano County

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

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

JOINT ELECTION AGREEMENT
(LLANO COUNTY PARTICIPATING ENTITIES)

WHEREAS, the undersigned political subdivisions, collectively referred to hereinafter as the "**Participating Entities**", will each hold an election(s) on November 3, 2020; and

WHEREAS, each of the Participating Entities (i) is located partially or entirely within Llano County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's election on November 3, 2020; and

WHEREAS, the Participating Entities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, the Participating Entities desire to define and establish some specific details of this agreement, if applicable, and attach those details hereto in ATTACHMENT A.

NOW, THEREFORE, the Participating Entities agree as follows:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("**Agreement**") for the conduct of the elections to be held on November 3, 2020.

II. Appoint Election Officer

The Participating Entities appoint the Llano County Elections Administrator to serve as the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for the election on November 3, 2020.

III. Early Voting and Election Day

Early Voting In Person and Election-day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

IV. Miscellaneous Provisions

1. This Agreement becomes effective upon execution by all Participating Entities. The obligations of the Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and other agreements related to the election on November 3, 2020. In the event any of the Participating Entities cancels its election in accordance with Section 2.053 of the Texas Election Code, then this Agreement shall terminate as to such entity upon receipt by the Llano County Elections Administrator of notice of cancellation of the election.

2. Notice under this Agreement must be in writing and may be affected by personal delivery or by certified mail to the Participating Entities at the addresses set forth on the signature pages hereto.

3. This Agreement may not be amended or modified except in writing executed by each Participating Entity.

4. The obligations under this Agreement are performable in Llano County, Texas.

5. Venue for any dispute arising under this Agreement shall be in Llano County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

6. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

* * *

IN WITNESS WHEREOF, this Agreement is executed on the dates set forth below to be effective the ___ day of _____, 2020.

LLANO COUNTY, TEXAS

By: Cindy Ware
Name: Cindy Ware
Title: Elections Administrator

Date: 7.10.2020

CITY OF HORSESHOE BAY, TEXAS

By: _____

Name: Cynthia Clinesmith
Title: Mayor, City of Horseshoe Bay

Date: _____

JOINT RESOLUTION

WHEREAS, the City of Horseshoe Bay, Texas and the County of Llano, Texas, desire to enter into a 2020 Joint Election Contract with the Llano County Elections Administrator, as the County Election Officer.

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

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

Said Commissioners' Court authorizes a Joint Contract by and among, the City of Horseshoe Bay, Texas and Llano County, Texas, and Cindy Ware, Llano County Elections Administrator of Llano County, Texas, for the conduct and supervision of the Joint Election on November 3, 2020.

PASSED AND APPROVED, THIS 27th DAY OF July, 2020.

_____
RON CUNNINGHAM, LLANO COUNTY JUDGE

_____
Peter Jones, Commissioner Pct. 1

_____
Linda Raschke, Commissioner Pct. 2

_____
Mike Sandoval, Commissioner Pct. 3

_____
Jerry Don Moss, Commissioner Pct. 4

CITY OF HORSESHOE BAY, TEXAS

_____
Cynthia Clinesmith, Mayor

Cindy Ware
Cindy Ware, Llano County Elections Administrator

CONTRACT FOR ELECTION SERVICES

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

RECITALS

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

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

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

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

I. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 106 W. Washington St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots shall be secured and maintained at the Elections Office, located at 106 W. Washington St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

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

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

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

election workers.

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

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

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

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

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

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

R. ***Recount.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

V. PAYMENT

A. ***Charges and Distribution of Costs.*** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

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

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

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

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

VI. TERM AND TERMINATION

A. ***Initial Term.*** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

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

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

VII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

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

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

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

For the Contracting Officer:

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

For the LPS:

Kerri Craig
Chief Elections Officer/City Secretary
City of Horseshoe Bay
PO Box 7765
Horseshoe Bay, Texas 78657
Tel: (830) 598-8741
Email: city@horseshoe-bay-tx.gov

* * *

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

CONTRACTING OFFICER:

_____

Doug Ferguson, Elections Administrator
Burnet County, Texas

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

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: City of Horseshoe Bay, TX

By: _____

Printed Name: Cynthia Clinesmith

Official Capacity: Mayor

ATTEST: _____

JOINT ELECTION AGREEMENT 2020-2021

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the "**LPSs**", each anticipate holding election(s) from August 2020 to July 2021; and

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

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS's election(s) from August 2020 to July 2021; and

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

NOW THEREFORE, the LPSs agree as follows:

I. ***Scope of Joint Election Agreement***. The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2020 through July 2021.

II. ***Appoint Election Officer***. The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

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

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

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

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

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

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

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

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

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

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

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

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

COST SHARING – MAY UNIFORM ELECTION DATE

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

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

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

A cost estimate for the LPS election will be submitted upon request.

APPROVED BY THE GOVERNING BODY OF the City of Horseshoe Bay, Texas in its meeting held the 21st day of July, 2020, and executed by its authorized representative.

By:_____

Name: Cynthia Clinesmith

Title: Mayor

ACKNOWLEDGED BY:

_____ _____

Doug Ferguson Date
Elections Administrator, Burnet County, Texas

THE COUNTY OF BURNET
Burnet, Texas 78611
Estimate
November 2020 Election

Kerri Craig
City Secretary-Horseshoe Bay
PO Box 7765
Horseshoe Bay, TX 78657

DESCRIPTION OF CHARGE	DOCUMENTATION	AMOUNT INVOICED
Payroll for Early Voting Workers	Worksheet - Payroll Charges for the Local Elections	**$380.22**
Payroll for Election Day Judges and Clerks	Worksheet - Payroll Charges for the Local Elections (includes pickup and delivery of supplies)	**$18.00**
Payroll for Early Voting Ballot Board	Worksheet - Payroll Charges for the Local Elections	**$16.09**
Payroll for Testing Board Members	Worksheet - Payroll Charges for the Local Elections	**$2.20**
Payroll for Central Counting Station Judges and Clerks	Worksheet - Payroll Charges for the Local Elections	**$7.15**
User Fee for DRE Equipment	Statement of Elections Administrator	**$22.50**
Newspaper Notice for Logic and Accuracy Tests	Invoice for notice of testing publication (purchase order #18-5081) $171.84 divided by 9 entities = $19.09 ea	**$19.09**
Ballot Programming	Statement of Elections Administrator	**$18.03**
Total of Above Costs		**$483.28**
County Election Services Contract Administrative Fee (10% of subtotal)		**$75.00**
Total ESTIMATED		**$558.28**

Estimate only, based on current information available, and could be lower or higher depending on whether other entities cancel their elections or other entities get added to the list of elections.
Please address any questions to Doug Ferguson, Elections Administrator, 220 S. Pierce, Burnet, TX 78611 (512) 715-5288.

Doug Ferguson

Doug Ferguson
Elections Administrator
Burnet County, Texas

NOVEMBER 3, 2020

el 3 de noviembre de 2020

GENERAL AND LOCAL ELECTIONS

ELECCIONES GENERAL Y LOCALES

Burnet County, Texas

Condado de Burnet, Texas

Early Voting Locations and Hours

Sitios y Horarios de Votación Adelante

Polling Place *Sitio de Votación*	**Address** Domicilio	**City** Ciudad
AgriLife Auditorium	607 N. Vandeveer St.	Burnet, TX 78611
Marble Falls Courthouse South Annex	810 Steve Hawkins Pkwy.	Marble Falls, TX 78654
Joann Cole Mitte Memorial Library	170 N. Gabriel St.	Bertram, TX 78605
*Granite Shoals Fire Station	8410 RR 1431 W	Granite Shoals, TX 78654

Sunday *Domingo*	Monday *Lunes*	Tuesday *Martes*	Wednesday *Miércoles*	Thursday *Jueves*	Friday *Viernes*	Saturday *Sábado*
	October 19 el 19 de oct. **8am-5pm**	***October 20*** el 20 de oct. **8am-5pm**	***October 21*** el 21 de oct. **8am-5pm**	***October 22*** el 22 de oct. **7am-7pm**	***October 23*** *el 23 de oct.* **8am-5pm**	***October 24*** *el 24 de oct.* **8am-5pm**
	October 26 el 26 de oct. **8am-5pm**	***October 27*** el 27 de oct. **8am-5pm**	***October 28*** el 28 de oct. **8am-5pm**	***October 29*** el 29 de oct. **7am-7pm**	***October 30*** el 30 de oct. **8am-5pm**	

*Still trying to book the Fire Station for Early Voting

CITY OF HORSESHOE BAY

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

RE: Approval of Ordinance 2020-13: Ordering a General Election to be Held in the City of Horseshoe Bay on November 3, 2020 for the Purpose of Electing Three City Council Members; Making Provisions for the Conduct of the Election and Resolving Other Matters of Incident and Related to Such Election and Providing for Inconsistent Provisions; Governing Law; Severability; Proper Notice and Open Meeting and Effective Date

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Ordinance 2020-13 calls for the order of a general election to be held on the uniform election date of November 3, 2020.

The three Council Member seats that are up for election in 2020 are currently held by Kent Graham, Jerry Gray, and Elaine Waddill. The first day to file for a place on the ballot is July 20th. The packets with the forms for filing are available on the city's website, from the Texas Secretary of State's website, and from the City Secretary's office at city hall. The last day to file for a place on the ballot is August 17th. If only three people file for a place on the ballot by the August 17th deadline, the election can be cancelled.

Staff recommends that the City Council adopt the Ordinance Ordering the General Election to be held on Tuesday, November 3, 2020 for the purpose of electing three Council Members.

Enclosures: Ordinance

CITY OF HORSESHOE BAY

ORDINANCE NO. 2020-13

ORDERING THE NOVEMBER 3, 2020 GENERAL ELECTION

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN THE CITY OF HORSESHOE BAY ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING THREE CITY COUNCIL MEMBERS; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION AND PROVIDING FOR INCONSISTENT PROVISIONS; GOVERNING LAW; SEVERABILITY; PROPER NOTICE AND OPEN MEETING AND EFFECTIVE DATE.

WHEREAS, the City finds it necessary, is authorized by state statute, and seeks to proceed with the ordering of a general municipal election on the next uniform election date, to wit, November 3, 2020 for the purpose of electing three City Council Members; and

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

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

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

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

I. CALL OF ELECTION; DATE; ELIGIBLE ELECTORS

A general municipal election shall be held on Tuesday, November 3, 2020, (the "Election") within and throughout the territory of the City of Horseshoe Bay, Texas to elect three City Council Members to the City Council, at which all resident qualified electors of the City shall be entitled to vote.

II. VOTING PRECINCTS; POLLING PLACE; HOURS

Those portions of Llano County Election Precincts 102 and 109 within the territory of the City and that portion of Burnet County Election Precinct 19 within the territory of the City are hereby designated as the voting precincts of the City in compliance with Texas Election Code section 42.0621. The precinct numbers for the City's election precincts shall be the corresponding number for the Llano County and Burnet County Election Precincts located within the territorial boundaries of the City. The Polling Places of the City for the Election shall be the regular county polling places in the county election precincts that contain territory

from the City, as required by Texas Election Code section 43.004. The poll at the designated polling place on Election Day shall be open from 7:00 a.m. until 7:00 p.m.

III. CONTRACT FOR ELECTION SERVICES; JOINT ELECTION AGREEMENT

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

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

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

(a) The Hart Verity v. 2.31 voting system shall be utilized for the Election in Llano County and the Hart InterCivic, Inc. voting system shall be utilized for the Election in Burnet County. The ballots shall be suitable for use with the eSlate voting system and shall otherwise conform to the requirements of the Election Code.

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

V. EARLY VOTING BY MAIL

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

Cindy Ware	Doug Ferguson
Elections Administrator	Elections Administrator
P.O. Box 787	220 S. Pierce
Llano, TX 78643	Burnet, TX 78611
elections@co.llano.tx.us	electadmin@burnetcountytexas.org

Applications for ballot by mail must be received no later than 5:00 p.m. on October 23, 2020.

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

(a) Early voting by personal appearance for residents residing in ***Llano County*** shall be conducted at the following hours and locations **October 19, 2020 through October 30, 2020.**

MAIN EARLY VOTING LOCATION & HOURS	
Llano County Library 102 E. Haynie Llano, Texas 78643	Hours: 8:00am – 4:30pm Monday through Friday, with the following exceptions: October 19th and October 26th – 7:00 AM – 7:00 PM. Saturday, October 24th – 9:00 AM- 1:00 PM
BRANCH LOCATIONS & HOURS	
Kingsland Public Library 125 W. Polk Kingsland, Texas 78639	Hours: 8:30am – 4:30pm Monday through Friday
Horseshoe Bay Property Owners Association 107 Twilight Horseshoe Bay, Texas 78657	Hours: 8:30am – 4:30pm Monday through Friday

(b) Early voting by personal appearance for residents residing in ***Burnet County*** shall be conducted at the following hours and locations **October 19, 2020 through October 30, 2020.**

EARLY VOTING LOCATIONS & HOURS	
AgriLife Auditorium 607 N. Vandeveer Street Burnet, Texas 78611 Marble Falls Courthouse South Annex 810 Steve Hawkins Pkwy. Marble Falls, Texas 78654 Joann Cole Mitte Memorial Library 170 N. Gabriel Street Bertram, Texas 78605 Granite Shoals Fire Station 8410 RR 1431 W Granite Shoals, Texas 78654	Hours: Monday through Friday 8:00am to 5:00pm, with the following exceptions: October 22nd and October 29th - 7:00am to 7:00pm

VII. NOTICE OF ELECTION

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

XII. INCONSISTENT PROVISIONS

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.

XIII. GOVERNING LAW

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

XIV. SEVERABILITY

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

XV. PROPER NOTICE AND MEETING

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

XVI. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

ADOPTED AND APPROVED on this 21st day of July, 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

JULY 21, 2020

To: Mayor and City Council

Thru: Stan R. Farmer, City Manager

From: Kerri Craig, City Secretary

RE: Approval of Resolution 2020-16: Expressing Support for the Inclusion of Burnet County Into the Texas Countywide Polling Place Program

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Burnet County has applied to the Texas Secretary of State for the use of county wide polling locations. It is similar to early voting where you can go to any early voting location in the county to vote, no matter which precinct you reside in, except this will extend that option to Election Day. On election day, any Burnet County voter could go vote at any polling location with the County Wide Polling Location program, often referred to as Vote Centers.

Burnet County would appreciate support from the City of Horseshoe Bay for this program that is designed to make voting easier for citizens.

Enclosures: Resolution 2020-16

CITY OF HORSESHOE BAY, TEXAS

RESOLUTION 2020-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS, SUPPORTING THE INCLUSION OF BURNET COUNTY INTO THE TEXAS COUNTYWIDE POLLING PLACE PROGRAM

WHEREAS, Pursuant to Election Code §543.007 et. seq., Texas counties may submit an application to the Texas Secretary of State to participate in a program to use countywide polling places for elections as an alternative to having a polling place located in each county election precinct; and

WHEREAS, the Burnet County Commissioners Court and the Burnet County Elections Administrator held a public hearing on July 14, 2020, to seek citizen comments regarding the County's participation in the program; and

WHEREAS, the Burnet County Commissioners Court voted in favor of using all existing 20 Burnet County polling locations; and

WHEREAS, Countywide Polling will offer much more flexibility to voters and could reduce the number of provisional ballots cast; and

WHEREAS, the City of Horseshoe Bay finds it to be in the best interest of the citizens of Burnet County to apply for inclusion in the countywide polling place program of the Secretary of State.

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

THAT, the City Council of the City of Horseshoe Bay, Texas supports the Application for Participation in the Secretary of State's Countywide Polling Place Program as provided in Election Code §543.007 et. seq.

PASSED AND ADOPTED this 21ST day of July, 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

JULY 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 JUNE 30, 2020

Cash Balance Report:

The total of all City accounts was $10,557,377. The large amount in the cash balance is attributed to the remaining balance of Bond Proceeds in the amount of $ 2,470,026. The original amount of $6,000,000 was received in November. Interest earned on all accounts totaled $2,911.

Tax Collections:
The 2019 taxes collected as of June 30, total $5,872,124 a collection rate of 100.85%, as compared to 98.35% collected at this same time last year.

Operating Budget Report:

All Budget Reports are as of October 1, 2019 through June 30, 2020. For comparison purposes, the YTD budget percentage is 75% of the fiscal year, which represents activity through June 30, 2020.

ASSETS	As of 06/30/20	As of 05/31/20
DISBURSEMENT FUND	32,679.72	246,037.99
CASH DRAWERS - UTILITY	799.60	799.60
UTILITY FUND	241,534.96	27,510.11
PETTY CASH	200.00	200.00
PD SEIZURE FUND	8,951.09	8,951.09
ESCONDIDO PID FUND	7,860.81	8,733.89
GENERAL FUND	68,069.66	140,501.21
CASH DRAWER - MUNICIPAL COURT	350.00	350.00
FRIENDS OF THE FUCHS HOUSE	35,513.67	35,513.67
ESCONDIDO PID TRUSTEE-1245 FUND	647,831.39	641,874.09
ESCONDIDO PID TRUSTEE-1272 FUND	513,574.03	513,456.95
ESCONDIDO PID TRUSTEE-1307 FUND	284,996.71	286,223.52
ESCONDIDO PID TRUSTEE-1334 FUND	886.61	886.30
ESCONDIDO PID TRUSTEE-1352 FUND	108,106.61	108,081.99
TEXPOOL - GENERAL FUND	1,817,297.62	2,205,869.90
TEXPOOL - LLANO COUNTY MUD#1	0.00	0.00
TEXPOOL - CAPITAL PROJECT FUND	243,159.97	775,955.37
TEXPOOL - WASTEWATER TREATEMENT EXPANSION	360,702.03	360,637.90
TEXPOOL - GENERAL RESERVE FUND	2,504,083.22	2,503,637.84
TEXPOOL - SUMMIT ROCK PID FUND	71,949.17	71,936.36
TEXPOOL - INTEREST & SINKING	321,110.62	314,910.85
TEXPOOL - UTILITY FUND RESERVE	87,337.73	112,320.52
TEXASCLASS - WASTEWATER TREATMENT EXPANSION	2,109,323.75	3,001,386.58
TEXASCLASS - UTILITY FUND RESERVE	1,091,058.31	890,602.69
A/R - UTILITY BILLING	811,219.37	651,299.99
ALLOWANCE UNCOLLECTED ACCTS	(70,369.50)	(70,369.50)
A/R - NSF	(2,289.94)	(2,289.94)
A/R - MISCELLANEOUS	15,467.14	0.00
A/R - STANDBY	16,245.35	16,245.35
ALLOWANCE UNCOLLECTED STANDBY	(2,818.58)	(2,818.58)
A/R CUSTOMERS	2,720.00	18,187.14
DUE FROM OTHER FUNDS	(5,935.57)	(5,935.57)
DUE FROM SUMMIT ROCK PID	2,359.70	2,359.70
A/R - STATE SALES TAX	239,137.02	239,137.02
SUMMIT ROCK ASSESSMENTS RECEIVABLE - DELINQUENT	5,600.00	5,600.00
ESCONDIDO ASSESSMENTS RECEIVABLE - DELINQUENT	8,012.22	8,012.22
CAPITAL PROJECTS FUND	1,000.00	1,000.00
LIENS - CODE COMPLIANCE	42,490.28	42,490.28
A/R - TAXES	105,230.43	105,230.43
ESCONDIDO ASSESSMENTS RECEIVABLE - LONG TERM	4,110,000.00	4,110,000.00
INTEREST RECEIVABLE - SUMMIT ROCK PID	108,869.46	108,869.46
NOTE RECEIVABLE - SUMMIT ROCK PID	4,205,953.78	4,205,953.78
LAND	606,468.23	606,468.23
BUILDING & IMPROVEMENTS	5,541,632.65	5,541,632.65
WATER SYSTEM	35,439,370.90	35,439,370.90
SEWER SYSTEM	7,754,353.36	7,754,353.36
DRAINAGE SYSTEM	1,442,098.96	1,442,098.96
STREETS	28,994,980.27	28,994,980.27
EQUIPMENT & MACHINERY	2,640,131.82	2,640,131.82
VEHICLES	2,763,224.42	2,763,224.42
OFFICE EQUIPMENT & FURNITURE	1,278,496.76	1,278,496.76
CAPITAL IMPROVEMENTS IN PROGRESS	681,225.21	681,225.21
ACCUMULATED DEPRECIATION	(33,108,685.64)	(33,108,685.64)
Total Assets	**74,183,565.38**	**75,722,647.14**

LIABILITIES AND NET ASSETS	As of 06/30/20	As of 05/31/20
ACCOUNTS PAYABLES	166,481.08	(7,393.81)
OTHER PAYABLES	3,786.89	3,786.89
ACCRUED LEAVE PAYABLE	197,233.50	197,233.50
FICA/MEDICARE PAYABLE	0.31	5.77
CITY INSURANCE PREMIUM	(38,123.10)	(53,238.87)
FIT WITHHOLDING PAYABLE	(599.37)	(5.61)
W/H INSURANCE POST TAX	25,992.35	26,480.96
W/H INSURANCE PRE-TAX	(49,944.32)	(48,567.89)
HSA ER CONTRIBUTION	(110.60)	(0.01)
EMPLOYEE DEDUCTION	0.00	0.00
401 (A) MONEY PURCHASE	(187.18)	-
401 (A) MATCH	(501.20)	-
LOT MOWING REFUND	-	(305.00)
DEFERRED REVENUE - STANDBY	13,481.37	13,481.37
DEFERRED REVENUE - GRINDER SALES	2,300.00	2,300.00
DEFERRED REVENUE - LCMUD #1	1,837.63	1,837.63
ESCONDIDO PAYABLE	5,922.20	5,922.20
2007 SERIES DUE IN ONE YEAR	395,000.00	395,000.00
NOTE PAYABLE 2007 - BANK OF AMERICA	3,270,000.00	3,270,000.00
NOTE PAYABLE 2014 - AMERICAN BANK	3,815,000.00	3,815,000.00
2014 SERIES PREMIUM	32,308.07	32,308.07
2016 SERIES PREMIUM	283,449.78	283,449.78
2011 SERIES CO PAYABLE	2,260,000.00	2,260,000.00
2011 SERIES DUE IN ONE YEAR	190,000.00	190,000.00
2016 SERIES CO PAYABLE	2,195,000.00	2,195,000.00
2016 SERIES DUE IN ONE YEAR	165,000.00	165,000.00
2014 SERIES DUE IN ONE YEAR	140,000.00	140,000.00
SALES TAX PAYABLE	7,091.79	6,533.54
ESCONDIDO ASSESSMENT PAYABLE	450.00	450.00
ACCRUED INTEREST PAYABLE CITY	108,869.46	108,869.46
DONATIONS - FIRE BOAT	-	-
DONATIONS - FUCHS HOUSE	(200.00)	(200.00)
DONATIONS - PICKLEBALL COURTS	-	-
OTHER PAYABLES	94.10	94.10
DUE TO UTILITY FUND	(8,229.37)	(8,229.37)
DUE TO GENERAL FUND	0.00	0.00
ADVANCE FROM UTILITY FUND	4,205,953.78	4,205,953.78
UNCLAIMED PROPERTY REFUND	3,394.84	3,394.84
TEMP METER DEPOSIT - COMMERICAL	-	3,461.56
SECURITY METER DEPOSITS	527,441.53	471,706.02
BUILDING PERMIT DEPOSITS - HISTORIC	122,423.03	122,423.03
BUILDING PERMIT DEPOSITS	148,999.27	152,143.92
DEVELOPMENT POLICY DEPOSITS	11,707.50	11,707.50
UTILITY OVERPAYMENTS	17,115.85	24,661.26
OMNI BASE FEE	97.76	75.36
COURT STATE FEE	2,068.25	1,608.73
COURT TIME PAYMENT FEE	-	10.00
COURT BOND ESCROW	-	-
COURT REFUND	-	3.90
CHILD SAFETY FEE	75.00	75.00
CHILD SEAT BELT	303.30	303.30
COLLECTION AGENCY FEE	-	(21.11)
2007 SERIES INTEREST	27,088.31	27,088.31
2011 SERIES INTEREST	10,933.13	10,933.13
2014 SERIES INTEREST	16,229.38	16,229.38
2016 SERIES INTEREST	11,150.00	11,150.00
PREMIUM AMORT	25,236.32	25,236.32

DEFERRED REVENUE - TAXES	105,230.43	105,230.43
ALLOWANCE FOR LIENS RECEIVABLE	42,490.28	42,490.28
DEFERRED INFLOWS - SUMMIT ROCK	5,600.00	5,600.00
DEFERRED INFLOWS - ESCONDIDO	4,118,012.22	4,118,012.22
CAPITAL INVESTMENT NET DEBT	7,577,678.16	7,577,678.16
DUE TO/FROM OTHER FUNDS	898.00	898.00
DUE TO/FROM OTHER FUNDS	4,755.19	4,755.19
FUND BALANCE	44,386,921.93	44,386,921.93
PRIOR PERIOD ADJUSTMENT	(6,913.50)	(6,913.50)
COURT TECHNOLOGY FUND	3,391.45	3,391.45
COURT SECURITY FUND	4,337.24	4,337.24
CHILD SAFETY FUND	6,013.94	6,013.94
PEG CHANNEL FEES FUND	42,007.81	42,007.81
Excess Revenues over Expenditures	(418,478.05)	1,349,267.05
Total Liabilities and Net Assets	**74,183,565.74**	**75,722,647.14**

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
BEGINNING FUND BALANCE AT 10/1/2019	**219,944.00**	**219,944.00**		
REVENUES				
ADMINISTRATION	230,072.22	312,000.00	81,927.78	73.74%
WATER - PRODUCTION	2,926,800.55	4,536,050.00	1,609,249.45	64.52%
WASTEWATER - TREATMENT	8,426,192.87	9,303,000.00	876,807.13	90.58%
SOLID WASTE - RECYCLING	819,300.36	1,026,750.00	207,449.64	79.80%
STANDBY	-	750.00	750.00	0.00%
INTEREST INCOME	44,180.83	8,000.00	(36,180.83)	552.26%
TOTAL REVENUES	**12,446,546.83**	**15,186,550.00**	**2,740,003.17**	**81.96%**
EXPENDITURES				
ADMINISTRATION	1,554,354.13	2,217,750.00	663,395.87	70.09%
WATER - PRODUCTION	657,750.81	922,250.00	264,499.19	71.32%
WATER - DISTRIBUTION	689,822.55	1,004,250.00	314,427.45	68.69%
WASTEWATER - TREATMENT	319,140.23	469,750.00	150,609.77	67.94%
WASTEWATER - COLLECTION	909,384.82	1,296,000.00	386,615.18	70.17%
SOLID WASTE - RECYCLING	572,016.72	831,750.00	259,733.28	68.77%
DEBT SERVICE	595,118.56	1,498,750.00	903,631.44	39.71%
TOTAL EXPENDITURES	**5,297,587.82**	**8,240,500.00**	**2,942,912.18**	**64.29%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**7,148,959.01**	**6,946,050.00**	**(202,909.01)**	
The $6 MM of bond proceeds is included in the revenues section				
LESS: CAPITAL EXENDITURES	**3,930,032.88**	**5,983,250.00**		
ENDING FUND BALANCE AT 6/30/2020	**3,438,870.13**	**1,182,744.00**		

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40180	OTHER INCOME	24,301.59	12,000.00	(12,301.59)	202.51%
40181	GRANT REVENUE	14,000.00	0.00	(14,000.00)	0.00%
40225	PRINCIPAL REVENUE - SUMMIT ROCK PID	0.00	120,000.00	120,000.00	0.00%
40226	INTEREST REVENUE - SUMMIT ROCK PID	191,770.63	180,000.00	(11,770.63)	106.54%
Total 1000	ADMINISTRATION	230,072.22	312,000.00	81,927.78	73.74%
1001	WATER - PRODUCTION				
40110	WATER DISTRICT SERVICE FEES	2,463,252.09	3,932,500.00	1,469,247.91	62.64%
40111	WATER NON-DISTRICT SERVICE FEES	157,125.34	201,800.00	44,674.66	77.86%
40112	WATER TAP CONNECTION FEES	234,900.00	290,000.00	55,100.00	81.00%
40115	RECONNECTION FEES	2,650.00	7,500.00	4,850.00	35.33%
40117	PENALITIES	13,593.42	14,500.00	906.58	93.75%
40171	CC CONVENIENCE FEE	43,314.70	70,000.00	26,685.30	61.88%
40178	OTHER INCOME - LEASES	11,750.00	11,750.00	0.00	100.00%
40180	OTHER INCOME	215.00	6,000.00	5,785.00	3.58%
40185	MISCELLANEOUS PERMITS	0.00	2,000.00	2,000.00	0.00%
Total 1001	WATER - PRODUCTION	2,926,800.55	4,536,050.00	1,609,249.45	64.52%
2001	WASTEWATER - TREATMENT				
40117	PENALTIES	12,105.72	15,000.00	2,894.28	80.70%
40120	SEWER CUSTOMER SERVICE FEES	1,802,024.47	2,522,000.00	719,975.53	71.45%
40122	SEWER TAP CONNECTION FEES	205,600.00	260,000.00	54,400.00	79.08%
40124	SEWER SERVICE - COTTONWOOD SHORES	143,978.80	175,000.00	31,021.20	82.27%
40125	SEWER SERVICE - LCMUD#1	46,859.51	50,000.00	3,140.49	93.72%
40127	GRINDER SALES	208,233.27	280,000.00	71,766.73	74.37%
40180	OTHER INCOME	3,400.44	1,000.00	(2,400.44)	340.04%
40300	BOND PROCEEDS	6,003,990.66	6,000,000.00	(3,990.66)	100.07%
Total 2001	WASTEWATER - TREATMENT	8,426,192.87	9,303,000.00	876,807.13	90.58%
3001	SOLID WASTE - RECYCLING				
40126	BRUSH DISPOSAL	13,379.04	14,000.00	620.96	95.56%
40130	GARBAGE FEES - COMMERICAL	133,913.58	132,250.00	(1,663.58)	101.26%
40135	GARBAGE FEES - RESIDENTIAL	671,872.88	880,000.00	208,127.12	76.35%
40180	OTHER INCOME	134.86	500.00	365.14	26.97%

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
Total 3001	SOLID WASTE - RECYCLING	819,300.36	1,026,750.00	207,449.64	79.80%
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	44,180.83	8,000.00	(36,180.83)	552.26%
Total 9900	INTEREST INCOME	44,180.83	8,000.00	(36,180.83)	552.26%
Total 40000	**TOTAL REVENUES**	**12,446,546.83**	**15,186,550.00**	**2,740,003.17**	**81.96%**

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	350,115.09	482,750.00	132,634.91	72.53%
50411	OVERTIME	2,244.29	7,500.00	5,255.71	29.92%
50415	EMPLOYERS FICA EXPENSE	27,342.83	37,500.00	10,157.17	72.91%
50420	GROUP INSURANCE PREMIUM	64,859.25	77,750.00	12,890.75	83.42%
50430	401 (A) MONEY PURCHASE	24,561.46	33,000.00	8,438.54	74.43%
50432	401 (A) MATCH	17,120.85	24,000.00	6,879.15	71.34%
50505	PROFESSIONAL SERVICE	43,669.67	50,000.00	6,330.33	87.34%
50512	UTILITY BILLING	22,911.64	32,000.00	9,088.36	71.60%
50545	MAINTENANCE CONTRACTS	41,502.00	43,000.00	1,498.00	96.52%
50575	DUES, FEES, & SUBSCRIPTIONS	16,212.42	23,000.00	6,787.58	70.49%
50581	ELECTRICITY - RECYCLE CENTER	642.36	1,000.00	357.64	64.24%
50582	ELECTRICITY - WWTR	66,729.13	140,000.00	73,270.87	47.66%
50583	ELECTRICITY - WEST WATER PLANT	46,863.24	64,000.00	17,136.76	73.22%
50585	ELECTRICITY	3,741.11	6,500.00	2,758.89	57.56%
50586	ELECTRICITY - CENTRAL WATER PLANT	75,692.97	125,000.00	49,307.03	60.55%
50590	ENGINEERING FEES	35,665.88	55,000.00	19,334.12	64.85%
50593	TRAVEL, TRAINING, SCHOOL	17,406.87	55,000.00	37,593.13	31.65%
50596	EMPLOYEE AWARDS PROGRAM	222.00	750.00	528.00	29.60%
50598	WELLNESS PROGRAM	2,147.53	8,500.00	6,352.47	25.27%
50630	M & R - BUILDING	8,383.28	20,000.00	11,616.72	41.92%
50650	M & R - GROUNDS	14,108.83	32,500.00	18,391.17	43.41%
50753	CITY BANKING FEES	48,908.83	70,000.00	21,091.17	69.87%
50765	OTHER EXPENSE	10,166.23	9,000.00	(1,166.23)	112.96%
50766	COVID-19 DISASTER EXPENSES	6,479.20	0.00	(6,479.20)	0.00%
50775	POSTAGE	298.94	500.00	201.06	59.79%
50780	PRINTING - OFFICE SUPPLIES	15,270.41	21,000.00	5,729.59	72.72%
50810	COMMUNICATIONS	28,598.70	47,000.00	18,401.30	60.85%
50825	UNCOLLECTABLE ACCOUNTS	21.31	500.00	478.69	4.26%
50830	UNIFORMS	662.70	2,000.00	1,337.30	33.14%
50840	ADMINISTRATIVE FEES	561,805.11	749,000.00	187,194.89	75.01%
Total 1000	ADMINISTRATION	1,554,354.13	2,217,750.00	663,395.87	70.09%

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
1001	WATER - PRODUCTION				
50410	SALARIES & WAGES	140,477.91	203,250.00	62,772.09	69.12%
50411	OVERTIME	21,481.46	25,000.00	3,518.54	85.93%
50415	EMPLOYERS FICA EXPENSE	12,400.57	17,500.00	5,099.43	70.86%
50420	GROUP INSURANCE PREMIUM	33,041.50	46,250.00	13,208.50	71.44%
50430	401 (A) MONEY PURCHASE	8,065.66	13,250.00	5,184.34	60.87%
50432	401 (A) MATCH	6,106.27	9,500.00	3,393.73	64.28%
50535	BULK WATER PURCHASES	225,136.66	330,000.00	104,863.34	68.22%
50540	CHEMICALS / WATER	101,774.02	115,000.00	13,225.98	88.50%
50548	CONTRACT SERVICES	0.00	3,000.00	3,000.00	0.00%
50555	LAB EXPENSE	10,415.37	25,000.00	14,584.63	41.66%
50592	EQUIPMENT & SUPPLIES	2,229.99	4,500.00	2,270.01	49.56%
50595	FUEL & LUBRICATION	3,145.35	7,500.00	4,354.65	41.94%
50640	M & R - EQUIPMENT	7,267.86	6,000.00	(1,267.86)	121.13%
50675	M & R - PLANT	82,519.46	100,000.00	17,480.54	82.52%
50685	M & R - VEHICLES	3,300.03	4,000.00	699.97	82.50%
50765	OTHER EXPENSE	197.20	2,000.00	1,802.80	9.86%
50785	RENT - LEASE	0.00	3,000.00	3,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	394.73	4,000.00	3,605.27	9.87%
50830	UNIFORMS	(203.23)	3,500.00	3,703.23	-5.81%
Total 1001	WATER - PRODUCTION	657,750.81	922,250.00	264,499.19	71.32%
1002	WATER - DISTRIBUTION				
50410	SALARIES & WAGES	184,235.88	302,000.00	117,764.12	61.01%
50411	OVERTIME	25,331.73	41,500.00	16,168.27	61.04%
50415	EMPLOYERS FICA EXPENSE	15,847.80	26,250.00	10,402.20	60.37%
50420	GROUP INSURANCE PREMIUM	57,816.70	80,250.00	22,433.30	72.05%
50430	401 (A) MONEY PURCHASE	10,170.19	16,500.00	6,329.81	61.64%
50432	401 (A) MATCH	6,356.48	13,750.00	7,393.52	46.23%
50545	MAINTENANCE CONTRACTS	15,467.14	18,000.00	2,532.86	85.93%
50548	CONTRACT SERVICES	10,597.89	2,000.00	(8,597.89)	529.89%
50549	CONTRACT SERVICES - TAPS/NEW SRV	212,471.82	238,000.00	25,528.18	89.27%
50550	CONTRACT SERVICES - LEAK DETECT/GPS	3,376.00	17,000.00	13,624.00	19.86%

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50592	EQUIPMENT & SUPPLIES	12,602.76	22,000.00	9,397.24	57.29%
50595	FUEL & LUBRICATION	7,092.37	16,000.00	8,907.63	44.33%
50640	M & R - EQUIPMENT	9,811.83	17,000.00	7,188.17	57.72%
50685	M & R - VEHICLES	4,053.90	10,000.00	5,946.10	40.54%
50725	M & R MATERIALS - LINES	43,581.41	47,000.00	3,418.59	92.73%
50726	STREET REPAIR - PAVING	1,249.50	20,000.00	18,750.50	6.25%
50730	M & R MATERIALS - WT TAP	59,906.83	60,000.00	93.17	99.84%
50755	METER EXPENSE - NEW SERVICE	2,581.00	45,000.00	42,419.00	5.74%
50765	OTHER EXPENSE	508.17	2,500.00	1,991.83	20.33%
50785	RENT - LEASE	480.00	1,500.00	1,020.00	32.00%
50800	SAFETY EQUIPMENT & SUPPLIES	1,093.08	4,000.00	2,906.92	27.33%
50830	UNIFORMS	5,190.07	4,000.00	(1,190.07)	129.75%
Total 1002	WATER - DISTRIBUTION	689,822.55	1,004,250.00	314,427.45	68.69%
2001	WASTEWATER - TREATMENT				
50410	SALARIES & WAGES	146,211.79	211,500.00	65,288.21	69.13%
50411	OVERTIME	22,358.34	35,000.00	12,641.66	63.88%
50415	EMPLOYERS FICA EXPENSE	12,908.16	18,750.00	5,841.84	68.84%
50420	GROUP INSURANCE PREMIUM	34,278.07	48,000.00	13,721.93	71.41%
50430	401 (A) MONEY PURCHASE	8,395.51	13,250.00	4,854.49	63.36%
50432	401 (A) MATCH	6,356.22	9,500.00	3,143.78	66.91%
50543	CHEMICALS / WW TREATMENT	10,071.41	16,000.00	5,928.59	62.95%
50548	CONTRACT SERVICES	0.00	8,000.00	8,000.00	0.00%
50555	LAB EXPENSE	10,908.72	15,000.00	4,091.28	72.72%
50592	EQUIPMENT & SUPPLIES	1,409.66	4,000.00	2,590.34	35.24%
50595	FUEL & LUBRICATION	3,894.88	8,000.00	4,105.12	48.69%
50640	M & R - EQUIPMENT	7,759.66	6,000.00	(1,759.66)	129.33%
50675	M & R - PLANT	30,516.92	40,000.00	9,483.08	76.29%
50685	M & R - VEHICLES	3,376.14	3,000.00	(376.14)	112.54%
50742	BIO SOLIDS - COMPOST	19,493.51	18,000.00	(1,493.51)	108.30%
50765	OTHER EXPENSE	194.62	1,000.00	805.38	19.46%
50785	RENT - LEASE	0.00	8,000.00	8,000.00	0.00%
50800	SAFETY EQUIPMENT & SUPPLIES	224.75	3,500.00	3,275.25	6.42%
50830	UNIFORMS	781.87	3,250.00	2,468.13	24.06%
Total 2001	WASTEWATER - TREATMENT	319,140.23	469,750.00	150,609.77	67.94%

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
2002	WASTEWATER - COLLECTION				
50410	SALARIES & WAGES	191,698.29	314,250.00	122,551.71	61.00%
50411	OVERTIME	26,337.02	41,500.00	15,162.98	63.46%
50415	EMPLOYERS FICA EXPENSE	16,490.60	27,250.00	10,759.40	60.52%
50420	GROUP INSURANCE PREMIUM	60,337.05	83,250.00	22,912.95	72.48%
50430	401 (A) MONEY PURCHASE	10,583.43	16,500.00	5,916.57	64.14%
50432	401 (A) MATCH	6,614.18	13,750.00	7,135.82	48.10%
50542	CHEMICALS / WW COLLECTION	8,995.79	13,500.00	4,504.21	66.64%
50548	CONTRACT SERVICES	3,330.25	2,000.00	(1,330.25)	166.51%
50549	CONTRACT SERVICES - TAPS/NEW SRV	212,471.82	238,000.00	25,528.18	89.27%
50550	CONTRACT SERVICE - LEAK DETECT/GPS	76.00	17,500.00	17,424.00	0.43%
50592	EQUIPMENT & SUPPLIES	13,272.30	22,000.00	8,727.70	60.33%
50595	FUEL & LUBRICATION	7,710.28	15,000.00	7,289.72	51.40%
50640	M & R - EQUIPMENT	9,811.88	12,000.00	2,188.12	81.77%
50645	M & R - GRINDER PUMP	52,640.85	110,000.00	57,359.15	47.86%
50646	GRINDER PURCHASES	150,742.97	195,000.00	44,257.03	77.30%
50670	M & R - LIFT STATION	33,709.40	32,000.00	(1,709.40)	105.34%
50685	M & R - VEHICLES	4,046.37	8,500.00	4,453.63	47.60%
50715	M & R MATERIALS - GP	64,486.32	70,000.00	5,513.68	92.12%
50725	M & R MATERIALS - LINES	27,648.42	32,000.00	4,351.58	86.40%
50726	STREET REPAIR - PAVING	1,249.50	20,000.00	18,750.50	6.25%
50765	OTHER EXPENSE	421.47	1,500.00	1,078.53	28.10%
50785	RENT - LEASE	480.00	2,000.00	1,520.00	24.00%
50800	SAFETY EQUIPMENT & SUPPLIES	1,093.10	4,000.00	2,906.90	27.33%
50830	UNIFORMS	5,137.53	4,500.00	(637.53)	114.17%
Total 2002	WASTEWATER - COLLECTION	909,384.82	1,296,000.00	386,615.18	70.17%

CITY OF HORSESHOE BAY
01- UTILITY FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
3001	SOLID WASTE - RECYCLING				
50410	SALARIES & WAGES	48,894.42	60,000.00	11,105.58	81.49%
50411	OVERTIME	157.50	500.00	342.50	31.50%
50415	EMPLOYERS FICA EXPENSE	3,592.19	4,750.00	1,157.81	75.63%
50420	GROUP INSURANCE PREMIUM	11,854.42	16,000.00	4,145.58	74.09%
50430	401 (A) MONEY PURCHASE	2,468.30	3,500.00	1,031.70	70.52%
50432	401 (A) MATCH	658.17	1,000.00	341.83	65.82%
50599	COMPACTOR SERVICE	7,150.00	10,000.00	2,850.00	71.50%
50600	GARBAGE SERVICE - COMMERCIAL	85,135.38	102,000.00	16,864.62	83.47%
50605	GARBAGE SERVICE - RESIDENTIAL	394,429.33	582,000.00	187,570.67	67.77%
50606	RECYCLING SERVICE	13,449.82	23,000.00	9,550.18	58.48%
50676	M & R - BRUSH SITE	4,227.19	24,000.00	19,772.81	17.61%
50785	RENT - LEASE	0.00	5,000.00	5,000.00	0.00%
Total 3001	SOLID WASTE - RECYCLING	572,016.72	831,750.00	259,733.28	68.77%
9994	DEBT SERVICE				
50515	2007 SERIES PRINCIPAL	0.00	395,000.00	395,000.00	0.00%
50516	2007 SERIES INTEREST	74,033.00	148,000.00	73,967.00	50.02%
50518	2011 SERIES INTEREST	41,420.00	80,500.00	39,080.00	51.45%
50520	2011 SERIES PRINCIPAL	190,000.00	190,000.00	0.00	100.00%
50521	2014 SERIES INTEREST	63,567.50	125,750.00	62,182.50	50.55%
50522	2014 SERIES PRINCIPAL	140,000.00	140,000.00	0.00	100.00%
50523	2016 SERIES INTEREST	43,000.00	86,000.00	43,000.00	50.00%
50524	2016 SERIES PRINCIPAL	0.00	165,000.00	165,000.00	0.00%
50527	2019 SERIES PRINCIPAL	0.00	10,000.00	10,000.00	0.00%
50528	2019 SERIES INTEREST	42,698.06	158,500.00	115,801.94	26.94%
50533	BOND AGENT FEES	400.00	0.00	(400.00)	0.00%
Total 9994	DEBT SERVICE	595,118.56	1,498,750.00	903,631.44	39.71%
Total 50000	**TOTAL EXPENDITURES**	**5,297,587.82**	**8,240,500.00**	**2,942,912.18**	**64.29%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**7,148,959.01**	**6,946,050.00**	**(202,909.01)**	

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
BEGINNING FUND BALANCE AT 10/1/2019	**3,614,203.00**	**3,614,203.00**		
REVENUES				
ADMINISTRATION	713,219.36	873,250.00	160,030.64	81.67%
FIRE	262,529.64	335,000.00	72,470.36	78.37%
EMERGENCY SERVICE DISTRICT	6,750.00	9,000.00	2,250.00	75.00%
TAX	6,079,996.83	6,754,000.00	671,876.16	90.02%
POLICE	36,281.38	30,000.00	(6,281.38)	120.94%
DEVELOPMENT SERVICES	244,920.68	238,500.00	(6,420.68)	102.69%
STREET MAINTENANCE	624,761.81	693,750.00	68,988.19	90.06%
MOWING & CLEARING	413,445.31	525,000.00	111,554.69	78.75%
INTEREST INCOME	41,407.54	100,000.00	58,592.46	41.41%
TOTAL REVENUES	**8,423,312.55**	**9,558,500.00**	**1,135,187.45**	**88.12%**
EXPENDITURES				
ADMINISTRATION	1,442,013.80	1,931,750.00	489,736.20	74.65%
TECHNICAL SERVICES	139,987.08	245,500.00	105,512.92	57.02%
FIRE	1,823,764.77	2,441,500.00	617,735.23	74.70%
POLICE	1,524,141.86	2,133,500.00	609,358.14	71.44%
ANIMAL CONTROL	143,000.22	216,000.00	72,999.78	66.20%
DEVELOPMENT SERVICES	465,203.51	679,250.00	214,046.49	68.49%
STREET MAINTENANCE	302,757.66	589,250.00	286,492.34	51.38%
MOWING & CLEARING	430,995.65	600,000.00	169,004.35	71.83%
TOTAL EXPENDITURES	**6,271,864.55**	**8,836,750.00**	**2,564,885.45**	**70.97%**
TOTAL REVENUES OVER/(UNDER) EXPENDITURES	**2,151,448.00**	**721,750.00**	**(1,429,698.00)**	
LESS: CAPITAL EXPENDITURES	**307,693.94**	**410,000.00**		
ENDING FUND BALANCE AT 6/30/2020	**5,457,957.06**	**3,925,953.00**		

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40000	**REVENUES**				
1000	ADMINISTRATION				
40170	ADMINISTRATIVE FEES	561,750.03	749,000.00	187,249.97	75.00%
40180	OTHER INCOME	41,796.41	33,000.00	(8,796.41)	126.66%
40188	CORONAVIRUS RELIEF FUND	43,659.00	0.00	(43,659.00)	0.00%
40193	MUNICIPAL COURT REVENUE	14,809.56	10,500.00	(4,309.56)	141.04%
40194	TRAFFIC FINES	33,149.03	55,000.00	21,850.97	60.27%
40196	COURT TECHNOLOGY FEES	627.75	1,500.00	872.25	41.85%
40197	COURT SECURITY FEES	513.97	1,000.00	486.03	51.40%
40198	COLLECTION AGENCY REVENUE	8,418.33	12,500.00	4,081.67	67.35%
40199	WARRANT FEES	2,118.42	4,000.00	1,881.58	52.96%
40200	CHILD SAFETY FEE	6,261.10	6,750.00	488.90	92.76%
40201	LOCAL TRUANCY PREVENTION FUND	113.51	0.00	(113.51)	0.00%
40202	LOCAL MUNICIPAL JURY FUND	2.25	0.00	(2.25)	0.00%
Total 1000	ADMINISTRATION	713,219.36	873,250.00	160,030.64	81.67%
5000	FIRE				
40180	OTHER INCOME	885.31	7,000.00	6,114.69	12.65%
40186	OTHER INCOME - DONATION	5,250.00	5,000.00	(250.00)	105.00%
40506	FIRE FIGHTING SERVICES	256,394.33	323,000.00	66,605.67	79.38%
Total 5000	FIRE	262,529.64	335,000.00	72,470.36	78.37%
6000	EMERGENCY SERVICE DISTRICT				
40191	LLANO COUNTY ESD #1 - RENT	6,750.00	9,000.00	2,250.00	75.00%
Total 6000	EMERGENCY SERVICE DISTRICT	6,750.00	9,000.00	2,250.00	75.00%
7000	TAX				
40160	PROPERTY TAX (M&O)	5,005,555.59	4,964,000.00	(41,555.59)	100.84%
40162	PENALTY & INTEREST (M&O)	32,317.31	32,000.00	(317.31)	100.99%
40163	MIXED BEVERAGE TAX	41,069.56	103,000.00	61,930.44	39.87%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40165	SALES TAX	884,796.41	1,421,000.00	536,203.59	62.27%
40166	PEC FRANCHISE FEE	87,696.35	180,000.00	92,303.65	48.72%
40167	TELEPHONE FRANCHISE FEE	5,298.86	7,000.00	1,701.14	75.70%
40180	OTHER INCOME	24.76	1,000.00	975.24	2.48%
40211	CABLE FRANCHISE FEE	19,365.00	40,000.00	20,635.00	48.41%
40213	PEG CHANNEL FEE REVENUE	3,872.99	6,000.00	2,127.01	64.55%
Total 7000	TAX	6,079,996.83	6,754,000.00	671,876.16	90.02%
8000	POLICE				
40175	INSURANCE PROCEEDS	11,116.38	2,000.00	(9,116.38)	555.82%
40180	OTHER INCOME	165.00	3,000.00	2,835.00	5.50%
40182	SALE OF PROPERTY	20,000.00	20,000.00	0.00	100.00%
40186	OTHER INCOME - DONATION	5,000.00	5,000.00	0.00	100.00%
Total 8000	POLICE	36,281.38	30,000.00	(6,281.38)	120.94%
9500	DEVELOPMENT SERVICES				
40171	CC CONVENIENCE FEE	450.51	0.00	(450.51)	0.00%
40180	OTHER INCOME	4.10	500.00	495.90	0.82%
40183	BUILDING PERMIT FEES	234,864.07	225,000.00	(9,864.07)	104.38%
40184	PLAT FEES	2,600.00	4,000.00	1,400.00	65.00%
40185	MISCELLANEOUS PERMITS	3,502.00	5,000.00	1,498.00	70.04%
40187	CONTRACTOR REGISTRATION	2,900.00	3,000.00	100.00	96.67%
40192	ZONING FEES	600.00	1,000.00	400.00	60.00%
Total 9500	DEVELOPMENT SERVICES	244,920.68	238,500.00	(6,420.68)	102.69%
9600	STREET MAINTENANCE				
40165	SALES TAX	145,830.09	236,750.00	90,919.91	61.60%
40206	THE HILLS POA	5,217.25	5,250.00	32.75	99.38%
40207	PECAN CREEK ASSOCIATION	4,179.37	4,000.00	(179.37)	104.48%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
40208	APPLEHEAD POA	6,515.32	6,500.00	(15.32)	100.24%
40209	APPLEHEAD ISLAND POA	1,000.00	1,250.00	250.00	80.00%
40210	HORSESHOE BAY POA	454,219.78	430,000.00	(24,219.78)	105.63%
40212	MAILBOX FEE REVENUE	7,800.00	10,000.00	2,200.00	78.00%
Total 9600	STREET MAINTENANCE	624,761.81	693,750.00	68,988.19	90.06%
9800	MOWING & CLEARING				
40215	MOWING	411,060.31	500,000.00	88,939.69	82.21%
40216	CLEARING	2,385.00	25,000.00	22,615.00	9.54%
Total 9800	MOWING & CLEARING	413,445.31	525,000.00	111,554.69	78.75%
9900	INTEREST INCOME				
40220	INTEREST INCOME	41,407.54	100,000.00	58,592.46	41.41%
Total 9900	INTEREST INCOME	41,407.54	100,000.00	58,592.46	41.41%
Total 40000	**TOTAL REVENUES**	**8,423,312.55**	**9,558,500.00**	**1,135,187.45**	**88.12%**

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	**EXPENDITURES**				
1000	ADMINISTRATION				
50410	SALARIES & WAGES	427,452.60	594,500.00	167,047.40	71.90%
50411	OVERTIME	1,301.71	5,000.00	3,698.29	26.03%
50415	EMPLOYERS FICA EXPENSE	32,403.03	45,750.00	13,346.97	70.83%
50420	GROUP INSURANCE PREMIUM	71,563.66	115,500.00	43,936.34	61.96%
50430	401 (A) MONEY PURCHASE	24,896.41	34,250.00	9,353.59	72.69%
50432	401 (A) MATCH	21,011.95	29,500.00	8,488.05	71.23%
50435	UNEMPLOYMENT EXPENSE	0.00	5,000.00	5,000.00	0.00%
50500	ACCOUNTING & AUDITING EXPENSE	14,395.00	17,500.00	3,105.00	82.26%
50505	PROFESSIONAL SERVICE	41,556.70	45,000.00	3,443.30	92.35%
50506	ELECTION CONTRACTS	3,787.68	5,000.00	1,212.32	75.75%
50509	APPRAISAL DISTRICT FEES - BURNET	10,648.64	10,500.00	(148.64)	101.42%
50510	APPRAISAL DISTRICT FEES - LLANO	100,805.25	107,500.00	6,694.75	93.77%
50545	MAINTENANCE CONTRACTS	35,399.40	40,000.00	4,600.60	88.50%
50564	CODIFCATION	2,328.00	5,000.00	2,672.00	46.56%
50565	CITY COUNCIL EXPENSE	2,056.56	5,000.00	2,943.44	41.13%
50568	ADVISORY COMMITTEES	948.23	45,000.00	44,051.77	2.11%
50570	DISPATCH EXPENSE	83,284.95	111,000.00	27,715.05	75.03%
50575	DUES, FEES, & SUBSCRIPTIONS	30,037.35	35,000.00	4,962.65	85.82%
50585	ELECTRICITY	21,846.53	35,000.00	13,153.47	62.42%
50591	EOC TRAINING & SUPPLIES	2,252.22	5,000.00	2,747.78	45.04%
50593	TRAVEL, TRAINING, SCHOOL	38,047.27	75,000.00	36,952.73	50.73%
50596	EMPLOYEE AWARDS PROGRAM	889.26	1,000.00	110.74	88.93%
50597	SPECIAL EVENTS	3,572.78	7,000.00	3,427.22	51.04%
50598	WELLNESS PROGRAM	0.00	8,500.00	8,500.00	0.00%
50610	PROPERTY & LIABILITY INSURANCE	93,049.04	96,000.00	2,950.96	96.93%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50611	WORKERS' COMP INSURANCE	124,333.50	120,000.00	(4,333.50)	103.61%
50620	LEGAL EXPENSE	43,988.00	50,000.00	6,012.00	87.98%
50625	FIREWORKS	10,000.00	10,000.00	0.00	100.00%
50630	M & R - BUILDING	41,005.55	40,000.00	(1,005.55)	102.51%
50650	M & R - GROUNDS	10,218.69	15,000.00	4,781.31	68.12%
50753	CITY BANK FEES	508.13	4,000.00	3,491.87	12.70%
50765	OTHER EXPENSE	19,300.34	22,000.00	2,699.66	87.73%
50766	COVID-19 DISASTER EXPENSES	14,203.04	0.00	(14,203.04)	0.00%
50775	POSTAGE	3,307.60	5,000.00	1,692.40	66.15%
50780	PRINTING - OFFICE SUPPLIES	23,233.63	26,000.00	2,766.37	89.36%
50810	COMMUNICATIONS	33,221.20	37,000.00	3,778.80	89.79%
50820	CHILD SAFETY FUND EXPENSE	6,000.00	1,000.00	(5,000.00)	600.00%
50821	COURT TECHNOLOGY FUND EXPENSE	1,500.00	1,500.00	0.00	100.00%
50822	COURT SECURITY FUND EXPENSE	0.00	1,000.00	1,000.00	0.00%
50823	COLLECTION AGENCY FEES	4,562.15	12,500.00	7,937.85	36.50%
50824	WARRANT FEES	1,000.00	2,000.00	1,000.00	50.00%
50826	MUNICIPAL COURT JUDICIAL STAFF	22,950.00	30,750.00	7,800.00	74.63%
50841	CENTRAL TEXAS WATER COALITION	0.00	5,000.00	5,000.00	0.00%
50842	WORKFORCE NETWORK	10,000.00	10,000.00	0.00	100.00%
50866	TREE REMOVAL	760.00	2,500.00	1,740.00	30.40%
50867	GOLDEN NUGGET NATURE PARK	5,150.00	5,000.00	(150.00)	103.00%
50868	MARTIN PARK	3,237.75	5,000.00	1,762.25	64.76%
50870	FUCHS HOUSE PARK	0.00	5,000.00	5,000.00	0.00%
50871	MILFOIL TREATMENT	0.00	18,000.00	18,000.00	0.00%
50872	HIKING TRAIL PARK	0.00	5,000.00	5,000.00	0.00%
50873	LIGHTHOUSE PARK	0.00	15,000.00	15,000.00	0.00%
Total 1000	ADMINISTRATION	1,442,013.80	1,931,750.00	489,736.20	74.65%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
3000	TECHNOLOGY SERVICES				
50410	SALARIES & WAGES	77,296.80	131,500.00	54,203.20	58.78%
50415	EMPLOYERS FICA EXPENSE	5,804.68	10,000.00	4,195.32	58.05%
50420	GROUP INSURANCE PREMIUM	16,474.36	25,250.00	8,775.64	65.24%
50430	401 (A) MONEY PURCHASE	4,026.27	6,750.00	2,723.73	59.65%
50432	401 (A) MATCH	1,535.96	3,500.00	1,964.04	43.88%
50505	PROFESSIONAL SERVICE	0.00	3,500.00	3,500.00	0.00%
50545	MAINTENANCE CONTRACTS	24,591.15	42,250.00	17,658.85	58.20%
50575	DUES, FEES, & SUBSCRIPTIONS	8,870.58	11,250.00	2,379.42	78.85%
50592	EQUIPMENT & SUPPLIES	1,048.99	5,000.00	3,951.01	20.98%
50593	TRAVEL, TRAINING, SCHOOL	126.46	6,000.00	5,873.54	2.11%
50765	OTHER EXPENSE	0.00	250.00	250.00	0.00%
50830	UNIFORMS	211.83	250.00	38.17	84.73%
Total 3000	TECHNICAL SERVICES	139,987.08	245,500.00	105,512.92	57.02%
5000	FIRE				
50410	SALARIES & WAGES	1,123,312.10	1,492,250.00	368,937.90	75.28%
50411	OVERTIME	81,639.18	90,000.00	8,360.82	90.71%
50415	EMPLOYERS FICA EXPENSE	90,593.66	121,000.00	30,406.34	74.87%
50420	GROUP INSURANCE PREMIUM	243,518.06	322,250.00	78,731.94	75.57%
50430	401 (A) MONEY PURCHASE	71,746.57	97,250.00	25,503.43	73.78%
50432	401 (A) MATCH	54,937.68	75,000.00	20,062.32	73.25%
50505	PROFESSIONAL SERVICE	4,500.00	6,000.00	1,500.00	75.00%
50545	MAINTENANCE CONTRACTS	23,405.69	23,000.00	(405.69)	101.76%
50548	CONTRACT SERVICES	3,328.00	3,000.00	(328.00)	110.93%
50575	DUES, FEES, & SUBSCRIPTIONS	4,382.20	5,000.00	617.80	87.64%
50592	EQUIPMENT & SUPPLIES	24,933.39	40,000.00	15,066.61	62.33%
50593	TRAVEL, TRAINING, SCHOOL	18,571.27	35,000.00	16,428.73	53.06%
50594	FIRE PROTECTION GEAR	17,818.61	25,000.00	7,181.39	71.27%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50595	FUEL & LUBRICATION	8,839.90	17,000.00	8,160.10	52.00%
50598	WELLNESS PROGRAM	0.00	12,750.00	12,750.00	0.00%
50640	M & R - EQUIPMENT	6,806.92	17,500.00	10,693.08	38.90%
50685	M & R - VEHICLES	23,664.15	20,000.00	(3,664.15)	118.32%
50765	OTHER EXPENSE	9,787.26	12,500.00	2,712.74	78.30%
50775	POSTAGE	557.19	250.00	(307.19)	222.88%
50780	PRINTING - OFFICE SUPPLIES	917.40	2,000.00	1,082.60	45.87%
50800	SAFETY EQUIPMENT & SUPPLIES	2,045.35	4,000.00	1,954.65	51.13%
50811	TELECARE PROGRAM	184.50	750.00	565.50	24.60%
50829	PUBLIC SAFETY DONATIONS	4,894.86	5,000.00	105.14	97.90%
50830	UNIFORMS	3,380.83	15,000.00	11,619.17	22.54%
Total 5000	FIRE	1,823,764.77	2,441,500.00	617,735.23	74.70%
8000	POLICE				
50410	SALARIES & WAGES	1,043,528.40	1,462,500.00	418,971.60	71.35%
50411	OVERTIME	19,835.33	15,000.00	(4,835.33)	132.24%
50415	EMPLOYERS FICA EXPENSE	82,158.36	113,000.00	30,841.64	72.71%
50420	GROUP INSURANCE PREMIUM	164,569.12	206,000.00	41,430.88	79.89%
50430	401 (A) MONEY PURCHASE	63,236.71	88,750.00	25,513.29	71.25%
50432	401 (A) MATCH	48,963.69	71,000.00	22,036.31	68.96%
50548	CONTRACT SERVICES	13,195.50	18,000.00	4,804.50	73.31%
50575	DUES, FEES, & SUBSCRIPTIONS	8,030.88	10,000.00	1,969.12	80.31%
50592	EQUIPMENT & SUPPLIES	8,844.73	12,500.00	3,655.27	70.76%
50593	TRAVEL, TRAINING, SCHOOL	4,164.72	17,000.00	12,835.28	24.50%
50595	FUEL & LUBRICATION	18,985.97	45,000.00	26,014.03	42.19%
50615	CONTINGENCY - INVESTIGATION	9.88	6,000.00	5,990.12	0.16%
50616	JAIL EXPENSE	100.00	500.00	400.00	20.00%
50640	M & R - EQUIPMENT	240.00	3,000.00	2,760.00	8.00%
50685	M & R - VEHICLES	24,579.23	22,000.00	(2,579.23)	111.72%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50686	M & R - WEAPONS	2,964.59	5,500.00	2,535.41	53.90%
50760	MEDICAL	1,246.39	1,000.00	(246.39)	124.64%
50765	OTHER EXPENSE	763.06	5,000.00	4,236.94	15.26%
50775	POSTAGE	98.84	250.00	151.16	39.54%
50780	PRINTING - OFFICE SUPPLIES	2,944.29	9,500.00	6,555.71	30.99%
50800	SAFETY EQUIPMENT & SUPPLIES	3,397.59	5,000.00	1,602.41	67.95%
50829	PUBLIC SAFETY DONATIONS	3,696.88	5,000.00	1,303.12	73.94%
50830	UNIFORMS	8,587.70	12,000.00	3,412.30	71.56%
Total 8000	POLICE	1,524,141.86	2,133,500.00	609,358.14	71.44%
9000	ANIMAL CONTROL				
50410	SALARIES & WAGES	34,984.20	52,750.00	17,765.80	66.32%
50411	OVERTIME	715.80	2,500.00	1,784.20	28.63%
50415	EMPLOYERS FICA EXPENSE	2,633.15	4,250.00	1,616.85	61.96%
50420	GROUP INSURANCE PREMIUM	10,842.50	16,000.00	5,157.50	67.77%
50430	401 (A) MONEY PURCHASE	659.30	2,000.00	1,340.70	32.97%
50432	401 (A) MATCH	659.30	2,000.00	1,340.70	32.97%
50502	ANIMAL SHELTER	13,500.00	17,000.00	3,500.00	79.41%
50592	EQUIPMENT & SUPPLIES	925.78	1,000.00	74.22	92.58%
50593	TRAVEL, TRAINING, SCHOOL	217.94	500.00	282.06	43.59%
50595	FUEL & LUBRICATION	2,104.58	4,000.00	1,895.42	52.61%
50685	M & R - VEHICLES	1,578.04	2,000.00	421.96	78.90%
50765	OTHER EXPENSE	0.00	1,000.00	1,000.00	0.00%
50830	UNIFORMS	359.63	500.00	140.37	71.93%
50862	DEER MANAGEMENT	73,820.00	110,500.00	36,680.00	66.81%
Total 9000	ANIMAL CONTROL	143,000.22	216,000.00	72,999.78	66.20%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
9500	DEVELOPMENT SERVICES				
50410	SALARIES & WAGES	227,593.67	315,500.00	87,906.33	72.14%
50411	OVERTIME	0.00	1,500.00	1,500.00	0.00%
50415	EMPLOYERS FICA EXPENSE	17,272.53	24,250.00	6,977.47	71.23%
50420	GROUP INSURANCE PREMIUM	49,614.60	73,750.00	24,135.40	67.27%
50430	401 (A) MONEY PURCHASE	14,163.58	19,500.00	5,336.42	72.63%
50432	401 (A) MATCH	9,132.27	13,750.00	4,617.73	66.42%
50505	PROFESSIONAL SERVICE	99,165.00	145,000.00	45,835.00	68.39%
50545	MAINTENANCE CONTRACTS	6,365.26	6,500.00	134.74	97.93%
50575	DUES, FEES, & SUBSCRIPTIONS	2,025.88	12,000.00	9,974.12	16.88%
50592	EQUIPMENT & SUPPLIES	1,940.63	4,000.00	2,059.37	48.52%
50593	TRAVEL, TRAINING, SCHOOL	5,228.30	10,000.00	4,771.70	52.28%
50595	FUEL & LUBRICATION	780.38	1,000.00	219.62	78.04%
50685	M & R - VEHICLES	500.77	1,000.00	499.23	50.08%
50753	CITY BANKING FEES	221.98	0.00	(221.98)	0.00%
50765	OTHER EXPENSE	102.26	1,500.00	1,397.74	6.82%
50777	ADVERTISEMENTS - NOTICES	764.99	5,000.00	4,235.01	15.30%
50780	PRINTING - OFFICE SUPPLIES	1,527.65	3,000.00	1,472.35	50.92%
50828	CODE ENFORCEMENT ACTIONS	27,788.50	40,000.00	12,211.50	69.47%
50830	UNIFORMS	1,015.26	2,000.00	984.74	50.76%
Total 9500	DEVELOPMENT SERVICES	465,203.51	679,250.00	214,046.49	68.49%
9600	STREET MAINTENANCE				
50410	SALARIES & WAGES	120,471.80	154,500.00	34,028.20	77.98%
50411	OVERTIME	540.54	250.00	(290.54)	216.22%
50415	EMPLOYERS FICA EXPENSE	9,331.16	11,750.00	2,418.84	79.41%
50420	GROUP INSURANCE PREMIUM	16,441.44	32,750.00	16,308.56	50.20%
50430	401 (A) MONEY PURCHASE	8,307.20	10,000.00	1,692.80	83.07%
50432	401 (A) MATCH	5,538.13	7,500.00	1,961.87	73.84%

CITY OF HORSESHOE BAY
02- GENERAL FUND
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50590	ENGINEERING FEES	0.00	7,500.00	7,500.00	0.00%
50853	STREET STRIPING	5,790.00	10,000.00	4,210.00	57.90%
50854	STREET PATCHING CONTRACT	32,254.07	70,000.00	37,745.93	46.08%
50855	STREET PATCHING MATERIALS	21,599.99	50,000.00	28,400.01	43.20%
50856	DRAINAGE	0.00	45,000.00	45,000.00	0.00%
50857	TRAFFIC SIGN CONTRACT	2,923.00	12,500.00	9,577.00	23.38%
50858	TRAFFIC SIGN MATERIALS	1,511.08	7,500.00	5,988.92	20.15%
50859	LITTER CONTROL CONTRACT	31,320.00	50,000.00	18,680.00	62.64%
50860	MAILBOX MATERIALS	0.00	25,000.00	25,000.00	0.00%
50865	ROW MAINTENANCE	46,729.25	95,000.00	48,270.75	49.19%
Total 9600	STREET MAINTENANCE	302,757.66	589,250.00	286,492.34	51.38%
9800	MOWING & CLEARING				
50863	LOT MOWING	408,450.65	550,000.00	141,549.35	74.26%
50864	LOT CLEARING	22,545.00	50,000.00	27,455.00	45.09%
Total 9800	MOWING & CLEARING	430,995.65	600,000.00	169,004.35	71.83%
Total 50000	**TOTAL EXPENDITURES**	**6,271,864.55**	**8,836,750.00**	**2,564,885.45**	**70.97%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**2,151,448.00**	**721,750.00**	**(1,429,698.00)**	

CITY OF HORSESHOE BAY
07 - CAPITAL STREET UPGRADE
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
50000	EXPENDITURES				
9999					
50961-975	CONTRIBUTION TO RM 2147 IMPROVEMENTS	120,000.00	120,000.00	0.00	100.00%
50961-990	SEALCOATING	780,401.40	1,000,000.00	219,598.60	78.04%
50961-979	THE HILLS ROAD (CHIP SEAL ONLY)	70,664.54	80,000.00	9,335.46	88.33%
50961-980	TORY LANE & LOST RIVER	73,512.50	80,000.00	6,487.50	91.89%
Total 50000	**EXPENDITURES**	**1,044,578.44**	**1,280,000.00**	**235,421.56**	**81.61%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**1,044,578.44**	**1,280,000.00**	**235,421.56**	

CITY OF HORSESHOE BAY
08 - DEBT SERVICE
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	BEGINNING FUND BALANCE AT 10/1/2019	**79,298.00**	**79,298.00**		
40000	REVENUES				
7000	TAX				
40150	PROPERTY TAX (I&S)	829,913.87	822,186.00	(7,727.87)	100.94%
40152	PENALTY & INTEREST (I&S)	4,336.93	0.00	(4,336.93)	0.00%
40180	OTHER INCOME	2,590.48	0.00	(2,590.48)	0.00%
Total 7000	TAX	836,841.28	822,186.00	(14,655.28)	101.78%
9900	OTHER INCOME				
40220	INTEREST INCOME	2,683.55	4,500.00	1,816.45	59.63%
Total 9900	OTHER INCOME	2,683.55	4,500.00	1,816.45	59.63%
Total 40000	**TOTAL REVENUES**	**839,524.83**	**826,686.00**	**(12,838.83)**	**101.55%**
50000	EXPENDITURES				
9994	DEBT SERVICE				
50518	2011 SERIES INTEREST	65,363.75	126,819.00	61,455.25	51.54%
50520	2011 SERIES PRINCIPAL	295,000.00	295,000.00	0.00	100.00%
50521	2014 SERIES INTEREST	72,223.13	142,896.00	70,672.87	50.54%
50522	2014 SERIES PRINCIPAL	155,000.00	155,000.00	0.00	100.00%
50523	2016 SERIES INTEREST	12,125.00	24,250.00	12,125.00	50.00%
50524	2016 SERIES PRINCIPAL	0.00	95,000.00	95,000.00	0.00%
Total 9994	DEBT SERVICE	599,711.88	838,965.00	239,253.12	71.48%
Total 50000	**TOTAL EXPENDITURES**	**599,711.88**	**838,965.00**	**239,253.12**	**71.48%**
TOTAL REVENUE OVER/(UNDER) EXPENDITURES		**239,812.95**	**(12,279.00)**	**(252,091.95)**	
	ENDING FUND BALANCE AT 6/30/2020	**319,110.95**	**67,019.00**		

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	UTLITY FUND CAPITAL EXPENDITURES				
50955	**CAPITAL OUTLAY - MACHINE & EQUIPMENT**				
108	EMERGENCY BACKUP EAST VARIABLE FREQUENCY DRIVER	6,625.00	6,250.00	(375.00)	106.00%
109	NEW AIR CARD SYSTEM (MEMBRANE RACKS)	0.00	37,000.00	37,000.00	0.00%
110	WWTP EMERGENCY BACKUP PUMP	0.00	5,000.00	5,000.00	0.00%
111	CWTP CHLORINE CONVERSION	0.00	70,000.00	70,000.00	0.00%
112	DITCH WITCH HX30 VACUUM SYSTEM	50,194.35	52,000.00	1,805.65	96.53%
113	TRENCHER IMPLEMENT FOR SKID STEER	5,636.96	6,000.00	363.04	93.95%
114	CARGO TRAILERS	0.00	8,000.00	8,000.00	0.00%
115	ROLLING 28 POLY PIPE FUSION MACHINE	29,020.41	31,000.00	1,979.59	93.61%
116	CONFINED SPACE HOIST SYSTEM	7,061.75	8,000.00	938.25	88.27%
023	WATER METER REPLACEMENT & AMI SYSTEM UPGRAD	0.00	120,000.00	120,000.00	0.00%
096	MEMBRANE FILTER RACK REPLACEMENT	115,097.00	120,000.00	4,903.00	95.91%
999	EMERGENCY EQUIPMENT REPLACEMENT	18,403.73	25,000.00	6,596.27	73.61%
50957	**CAPITAL OUTLAY - OFFICE EQUIPMENT & FURNITURE**				
117	SMART WATER SOFTWARE - CUSTOMER PORTAL INTERFACE	29,320.00	50,000.00	20,680.00	58.64%
50956	**CAPITAL OUTLAY - VEHICLES**				
118	REPLACE SERVICE TRUCKS (1)	24,919.75	25,000.00	80.25	99.68%
50968	**CAPITAL OUTLAY - SEWER LINE IMPROVEMENTS**				
082	SOUTH LIFT STATION REHABILITATION	0.00	70,000.00	70,000.00	0.00%
095	WASTEWATER RECLAMATION PLANT EXPANSION	3,624,110.04	5,000,000.00	1,375,889.96	72.48%
119	ZEBRA MUSSEL TREATMENT	19,643.89	350,000.00	330,356.11	5.61%
		3,930,032.88	**5,983,250.00**	**2,053,217.12**	**65.68%**

CITY OF HORSESHOE BAY
CAPITAL - MAJOR PROJECTS
JUNE 2020

Account Code	Account Title	YTD Actual	Total Budget	Remaining Budget	% of Budget
	GENERAL FUND CAPITAL EXPENDITURES				
1000	**ADMINISTRATION**				
50955-999	EQUIPMENT REPLACEMENT	2,109.00	35,000.00	32,891.00	6.03%
50957-107	ENTERPRISE SOFTWARE - YEAR 2	0.00	42,000.00	42,000.00	0.00%
Total 1000	ADMINISTRATION	2,109.00	77,000.00	74,891.00	0.00%
5000	**FIRE**				
50955-101	FIRE RESCUE BOAT	0.00	30,500.00	30,500.00	0.00%
50955-121	SELF CONTAINED BREATHING APPARATUS	107,000.00	107,000.00	0.00	100.00%
50959-102	STORAGE SHED - FIRE STATION #1	15,000.00	15,000.00	0.00	100.00%
Total 5000	FIRE	122,000.00	152,500.00	30,500.00	0.00%
8000	**POLICE**				
50956-055	PURCHASE OF 3 PATROL UNITS W/ EQUIPMENT	90,903.01	90,000.00	(903.01)	101.00%
50959-103	WEST PARKING LOT EXPANSION	57,387.50	55,000.00	(2,387.50)	104.34%
50959-104	BUILDING VIDEO SYSTEM	21,854.98	20,000.00	(1,854.98)	109.27%
50959-105	MOBILE DATA TERMIALS (MDTS)	7,163.56	7,500.00	336.44	95.51%
Total 8000	POLICE	177,309.05	172,500.00	(4,809.05)	102.79%
9600	**STREET MAINTENANCE**				
50955-106	SAND/SALT SPREADER (2)	6,275.89	8,000.00	1,724.11	78.45%
7600	STREET MAINTENANCE	6,275.89	8,000.00	1,724.11	78.45%
	TOTAL 02 - GENERAL FUND CAPITAL EXPENDITURES	**307,693.94**	**410,000.00**	**102,306.06**	**75.05%**

UTILITY DEPARTMENT

DIRECTOR'S MONTHLY REPORT

Water and Wastewater Flows

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

Water Treatment May 11 – Jun 10 (Billing Cycle)	**Jun-20**	***Jun-19***
Water Produced:	**56.31** MG	***56.93*** *MG*
Known Leaks and Accounted Uses:	**2.29** MG	*2.13 MG*
Unknown Water Loss:	**3.82** MG	*2.01 MG*
Water Sold To Public:	**50.20** MG	***46.59*** *MG*
Maximum Daily Flow:	2.62 MG	*2.84 MG*
Average Daily Flow:	1.85 MG	*1.90 MG*
Total Water Production for Fiscal Year:	**458.84** MG	***372.56*** *MG*
*Percentage of LCRA Contract (Maximum Allowable Quantity – 725.00 MG)**	38.5%	*36.8%*

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

Wastewater Treatment	**Jun-20**	***Jun-19***
Treated Wastewater:	**17.23** MG	***15.52*** *MG*
% Water Sold:	**34%**	*33%*
Maximum Daily Flow:	0.656 MG	*0.67 MG*
Average Daily Flow:	0.574 MG	*0.550 MG*
Total Wastewater Treated for Fiscal Year:	**131.36** MG	***131.03*** *MG*
Effluent Pumped to Golf Courses & Other Reuse Sites:	14.01 MG	*24.23 MG*
Year-to-Date Percent of Water Sold :	36%	*37%*
Average Wastewater Flow from Cottonwood Shores	66,000 GPD	*61,300 GPD*
Percent of the Cottonwood Shores Contract	55%*	*64%***

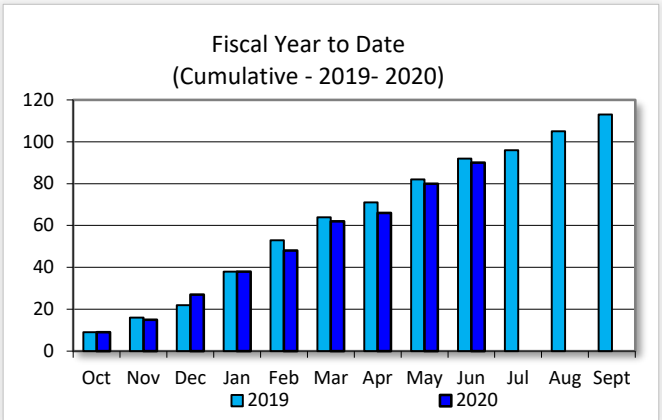
**Cottonwood Shores Wastewater Contract - 120,000 gallons per day*

***Cottonwood Shores Wastewater Contract - 96,000 gallons per day*

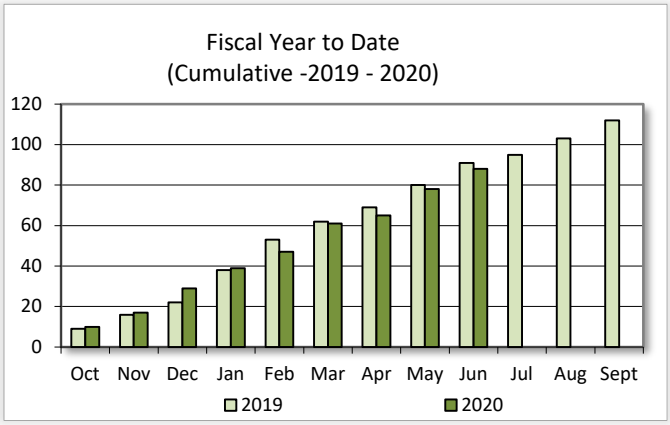
Monthly Utility Data	**O-19**	**N-19**	**D-19**	**J - 20**	**F- 20**	**M - 20**	**A-20**	**M-20**	**J-20**	**J-20**	**A-20**	**S-20**	**YTD**
Raw Water (MG)*	99.18	65.41	45.64	42.91	42.60	38.68	43.77	50.71	60.13				489.02
Water Produced (MG)	89.27	60.96	42.10	42.01	40.28	37.81	41.32	**48.81**	**56.31**				458.84
Known Leaks And Accounted Uses (MG)	6.90	4.57	4.71	7.65	10.96	10.93	3.91	**3.98**	2.29				58.66
Water Loss (MG)	8.90	6.15	2.36	3.61	3.06	3.02	3.11	**1.24**	**3.82**				31.54
Water Loss %*	10.0%	10.1%	5.6%	8.6%	7.6%	8.0%	7.5%	2.5%	6.35%				6.9%
Water Sold (MG)	73.47	50.24	35.03	30.75	26.26	23.86	34.30	**43.59**	**50.20**				367.68
Treated Wastewater (MG)	13.60	14.59	13.35	12.80	12.00	15.00	15.70	**17.10**	**17.23**				131.36
Treated Wastewater as % of Water Sold	19%	29%	38%	42%	46%	63%	46%	**39%**	34%				36%
Outdoor Use Estimate	81%	71%	62%	58%	54%	37%	54%	61%	66%				64%

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

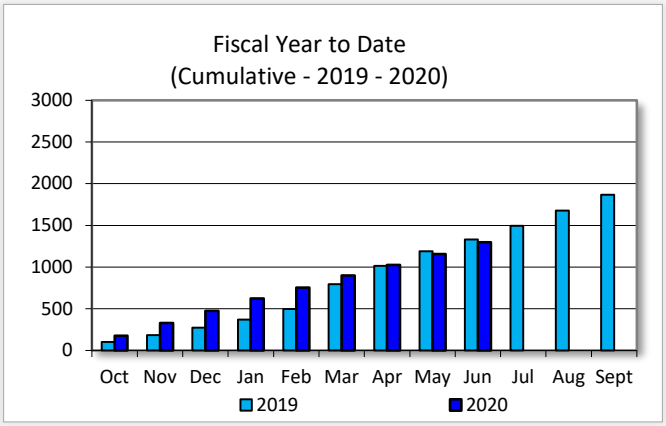
WATER TAPS



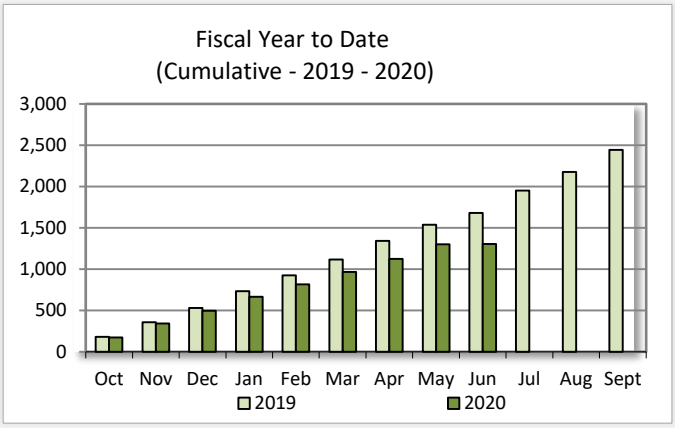
WASTEWATER TAPS



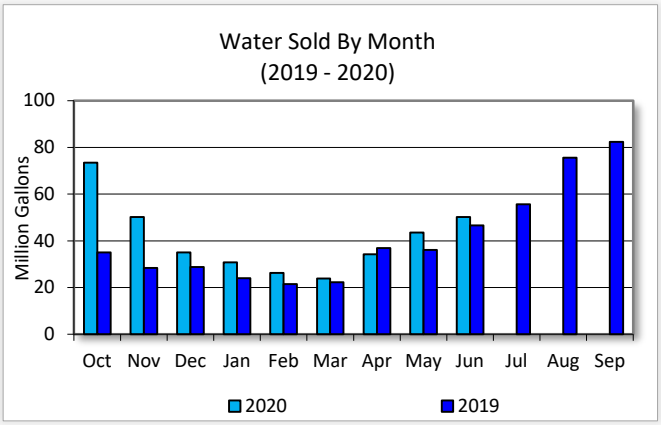
WATER SERVICE CALLS



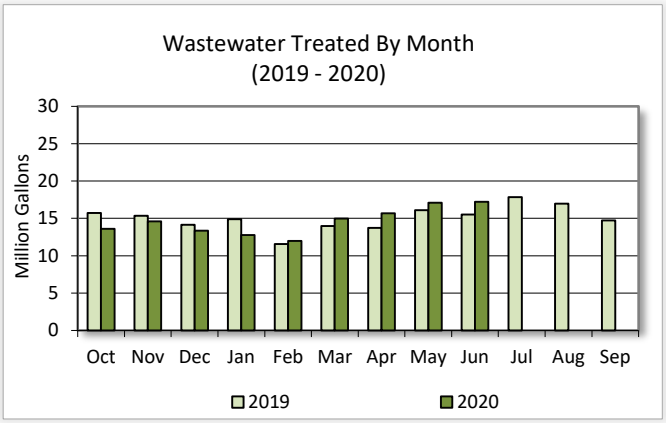
WASTEWATER SERVICE CALLS



WATER SOLD

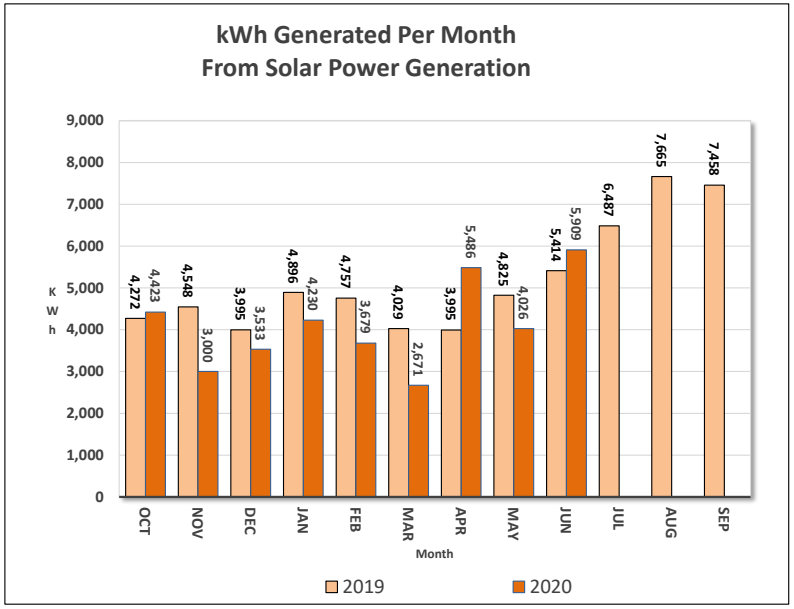


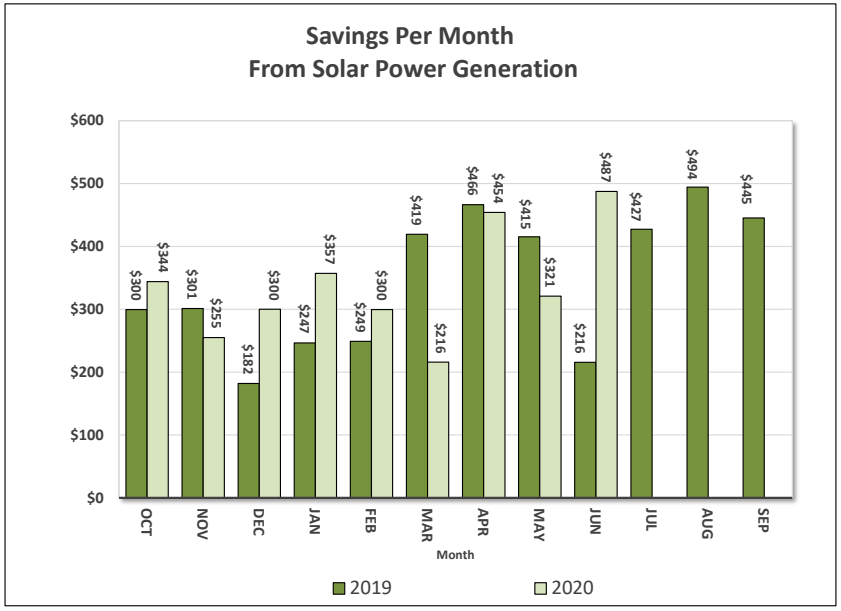
TREATED WASTEWATER



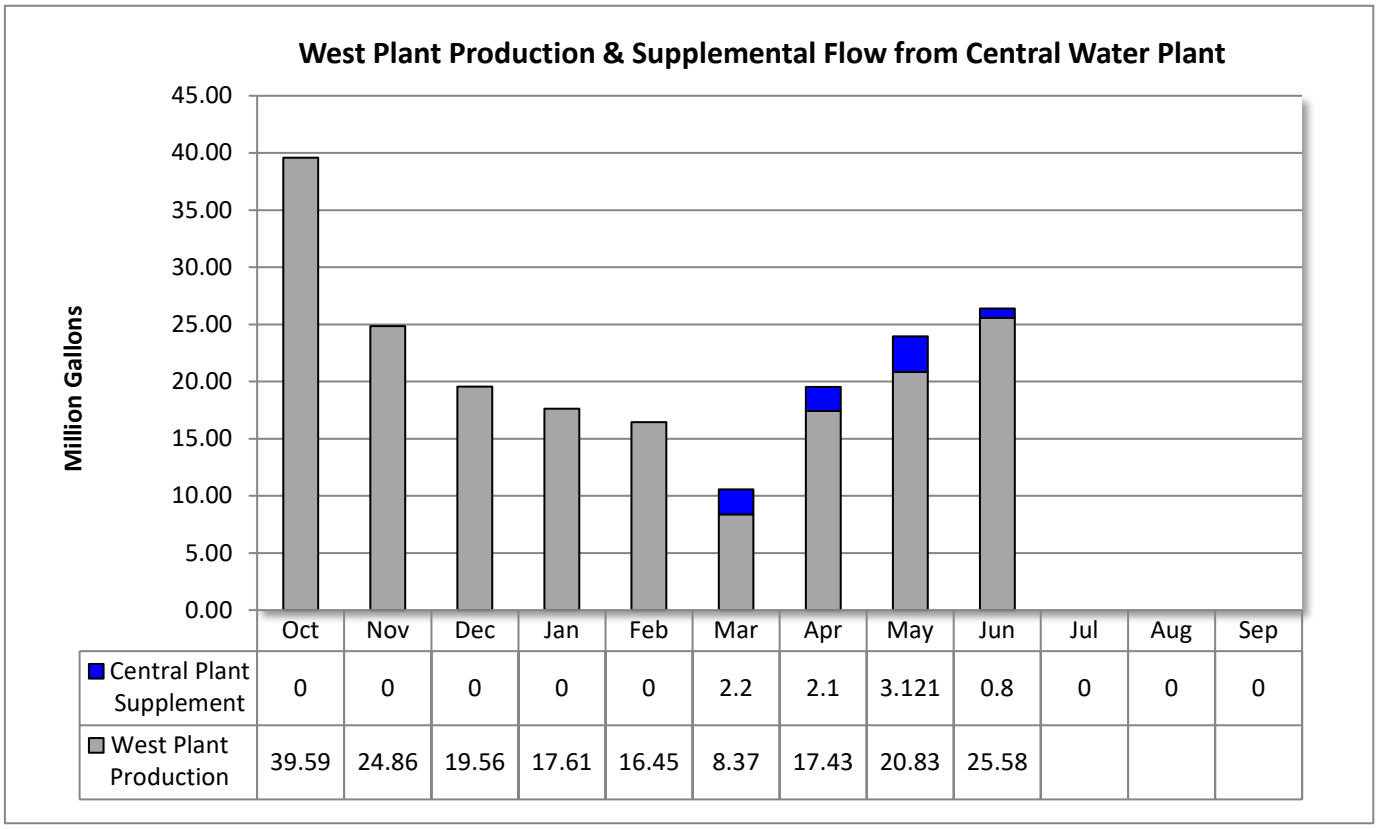
All Water Sold and Wastewater Treatment is based the Utility billing cycle and not calendar dates.

CENTRAL WATER TREATMENT PLANT SOLAR ENERGY PROJECT



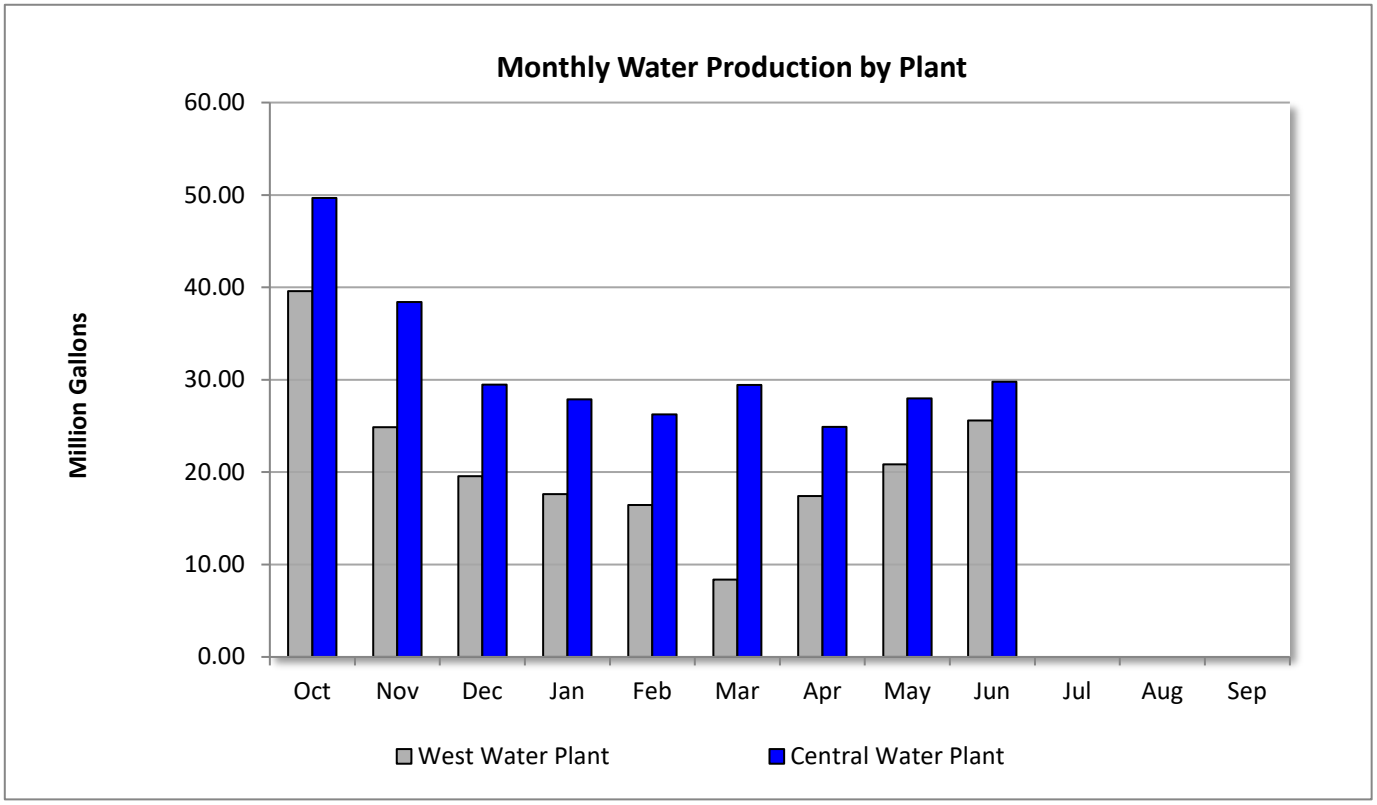


WEST WATER PRODUCTION AND SUPPLEMENTAL FLOW



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Central Plant Supplement	0	0	0	0	0	2.2	2.1	3.121	0.8	0	0	0
West Plant Production	39.59	24.86	19.56	17.61	16.45	8.37	17.43	20.83	25.58			

CENTRAL AND WEST WATER PRODUCTION



DEVELOPMENT SERVICES
JUNE 2020 ACTIVITY REPORT PAGE 1

Principal Activities:

1. All Development Services staff have had to step up to fill in during Jessica Noaker's absence, especially Christina Reinhardt who prepared the two Ordinance Amendments on the July Council agenda and the Monthly Reports.
2. Met with Ron Mitchell about the Resort's plan to start soon to build 3 – 5 story condo buildings as Phase 3 of the Waters on Horseshoe Bay Blvd at Island Dr., which has vested rights regarding zoning, but needs to comply with current Building Codes and Fire Codes.
3. DRC reviewed the proposed boat storage facility by Escondido on LCRA property, reviewed the revised site plan and building plans for the proposed Lakeside Townhouse project by Ashby Homes, and reviewed the proposed Lake Area Storage expansion.
4. Staff began implementing the Oak Wilt plan, including adding an Oak Wilt page on the City website, scheduling the first of several workshops on July 23rd to provide oak wilt confirmation and other information, and began developing a flyer to put on the website and in the newspaper for up to 40 attendees to RSVP to the first Workshop.
5. Jessica Noaker and I met with Joe Herron regarding a possible alternative to the DRC approved Herron CPA building - a small strip center on C-2 zoned property west of 7-11.
6. Many individual collaborations, investigations and consultations regarding such things as: dirt on street violations by two contractors on Wennmohs Place, and use by both of a vacant lot between them without the lot owner's permission; responded to complaints about political signs and requested a City Attorney Memo, finding the City's political sign regulations unconstitutional and will need to be revised; and worked with CEO Ray Garcia regarding 5 Code violations, including damages to adjacent property and expansion of a boat dock beyond what was approved on the Permit at 209 Wennmohs Place.

Other Department Activity:

1. Assistant Planner Sandra Nash attended an on-site meeting with members of the Golden Nugget Park project Committee and their hired landscape architect.
2. Conducted two DS Staff Meetings, including reviewing and revising the proposed revisions to the Contractor Registration regulations, the DS Balanced Scorecard, the Oak Wilt Plan elements and mobile home standards.
3. Assistant Planner Sandra Nash completed the first of 3 educational webinars from Texas A&M AgriLife Extension titled Planning Foundations.
4. Development Services staff attended and presented information at the Mayor and Council's Contractors Workshop.

Code Enforcement Officer Activities from 10/01/19 (Fiscal Year) To 6/30/20 Summary:

- Red Tags/Stop Work Orders Issued: 36
- Citations and Court Summons Issued: 63
- Certified Letters Sent: 59
- Total Vehicles Removed: 40
- Regular Letters Sent/Posted: 584
- Phone calls and letters for Yard Lights/Addresses: 7
- Development Services Director Minor Plats approved: 8

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

People Helping People

DEVELOPMENT SERVICES DEPARTMENT

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

May 2020
All Permit Activity Report

Issued Date	Applicant	Property	Permit Type	Applied Date	ATS Review Complete
6/1/2020	Clint Concrete Works	620 Broken Hills	Retaining Wall/Sea Wall/Bulkhead	5/19/2020	5/26/2020
6/1/2020	SRCI Design-Build	115 Nimrod	Dumpster Permit	6/1/2020	N/A
6/1/2020	Texas Pools and Patios	114 Comanche Agate	Pool/Spa-Re-permit	6/1/2020	N/A
6/2/2020	Gerardo Meza	Lampasas Court Median	Irrigation	6/1/2020	N/A
6/3/2020	Guthrie Company	225 Grove Ct	Remodel-Residential	5/27/2020	6/2/2020
6/3/2020	Terry Thrash	107 Marlin	Fence	6/2/2020	N/A
6/3/2020	JNB Engineering, PLLC	805 Apache Tears	Fence	6/3/2020	N/A
6/4/2020	G2 Design Team, Inc	613 N. Horseshoe Bay Blvd	Remodel-Residential	5/27/2020	6/3/2020
6/5/2020	Coventry Homes (MHI Central TX, LLC)	104 Palomino	Residential/Single Family 2000-5000 sq ft	5/8/2020	5/27/2020
6/5/2020	Wagner Lawns & Irrigation	205 Dalton CIR	Irrigation	5/27/2020	N/A
6/5/2020	Rio Ranch Homes, LLC	106 San Saba Court	Dumpster Permit-Extension	6/5/2020	N/A
6/5/2020	Sherry Bouchard	501 Highlands Blvd # 19	Garage Sale Permit	6/5/2020	N/A
6/8/2020	Rudy Fincke	901 Sun Ray	Irrigation	5/27/2020	N/A
6/8/2020	Homestead Resurrection	102 Western Spur	Fence (Pool Barrier)	5/27/2020	6/1/2020
6/8/2020	Judith Kent	108 Island Dr R	Remodel-Residential	5/29/2020	6/5/2020
6/8/2020	SRCI Design-Build	150 Applehead Island Dr	Dumpster Permit	6/4/2020	N/A
6/8/2020	DLD Enterprises	209 Wennmohs Place	Dumpster Permit-Extension	6/8/2020	N/A
6/9/2020	Artisan Creative Homes, LLC	105 Blue Ground	Remodel-Residential	5/14/2020	6/5/2020
6/9/2020	Derek Crownover	100 Cross Bow	Fence	6/2/2020	N/A
6/9/2020	Derek Crownover	3413 Douglas Dr	Fence	6/2/2020	N/A
6/9/2020	Hill Country Fence	116 Amethyst	Fence	6/2/2020	N/A
6/11/2020	JS2 Partners, LLC	3233 Douglas Dr	Residential/Single Family 2000-5000 sq ft	5/21/2020	6/10/2020
6/11/2020	Randy Stephens	1204 Panorama Pass	Remodel-Residential	5/27/2020	6/5/2020
6/11/2020	Ja-Mar Roofing	802 Sugar Foot	Roof/Re-Roof	6/1/2020	6/5/2020
6/12/2020	Maynard Construction Services	504 Lighthouse Dr	Demolition Permit - Residential	6/2/2020	N/A
6/12/2020	Garrison Construction Group, LLC		Contractor Registration	6/10/2020	N/A
6/15/2020	Finished Work Roofing	100 Uplift All	Roof/Re-Roof	6/8/2020	6/15/2020
6/16/2020	Casa Highland Construction	120 Plaza Escondido	Residential/Single Family 2000-5000 sq ft	6/2/2020	6/9/2020
6/16/2020	Canyon Creek Homes, LP	116 Nightshade	Residential/Single Family 2000-5000 sq ft	6/5/2020	6/15/2020
6/16/2020	Canyon Creek Homes, LP	116 Nightshade	Pool/Spa	6/15/2020	6/15/2020

6/17/2020	Terry Vaughan	500 Sombrero	Dumpster Permit	6/17/2020	N/A
6/17/2020	Barbara Schrader Construction, LLC	111 Dalton Circle	Dumpster Permit	6/17/2020	N/A
6/18/2020	SRCI Design-Build	34 Applehead Island Dr	Remodel-Residential	6/2/2020	6/16/2020
6/18/2020	Noel Contracting Services		Contractor Registration	6/17/2020	N/A
6/19/2020	Savannah Westway Development LLC		Minor Replat	6/18/2020	N/A
6/19/2020	Mike Faurie	115 Golden Harvest	Fence	6/18/2020	N/A
6/22/2020	Southern Legacy Building Group LLC	107 Falcon	Pool/Spa	6/15/2020	6/19/2020
6/22/2020	MSMT Holdings, LLC		Contractor Registration	6/19/2020	N/A
6/22/2020	LTJ Construction, LLC	416 Lighthouse Dr	Dumpster Permit-Extension	6/22/2020	N/A
6/23/2020	Jeff Jackson Custom Homes, Inc.	1101 The Cape 2	Deck/Patio/Balcony	6/1/2020	6/8/2020
6/23/2020	Finished Work Roofing	208 N. Big Spur	Roof/Re-Roof	6/23/2020	6/23/2020
6/24/2020	Blue Hole Pools	113 Pink Mimosa	Pool/Spa	6/15/2020	6/19/2020
6/24/2020	Premier Pools-Spas	108 Third Sid	Pool/Spa	6/17/2020	6/23/2020
6/24/2020	Barbara Schrader Construction, LLC	111 Dalton Circle	Roof/Re-Roof	6/17/2020	6/23/2020
6/24/2020	Barbara Schrader Construction	104 Island DR H	Dumpster Permit	6/24/2020	N/A
6/26/2020	Seth Graham	2807 Fault Line DR	Irrigation	6/17/2020	N/A
6/26/2020	Mustang Plaza Construction		Contractor Registration	6/25/2020	N/A
6/26/2020	Cut Above Construction	109 Waters Edge	Dumpster Permit	6/26/2020	N/A
6/26/2020	S Hoffman	125 Mitchell Creek	Garage Sale Permit	6/26/2020	N/A
6/29/2020	Joe Tellez	320 Twin Sails 28	Deck/Patio/Balcony	6/17/2020	6/26/2020
6/29/2020	Emerald Irrigation	115 Golden Harvest	Irrigation	6/24/2020	N/A
6/29/2020	Emerald Irrigation	100 Cross Bow	Irrigation	6/26/2020	N/A
6/30/2020	Artisan Creative Homes, LLC	108 Big Sky	Deck/Patio/Balcony	5/15/2020	6/25/2020
6/30/2020	Marcos Villarreal Jr.	1117 Hi Fault	Irrigation	6/29/2020	N/A

Permit Type	Count
Pool/Spa	1
Fence	7
Remodel-Residential	6
Boathouse/Boat Dock	0
Contractor Registration	4
Irrigation	7
Dumpster Permit	6
Residential/Single Family <2000 sq ft	0
Residential/Single Family 2000-5000 sq ft	4
Deck/Patio/Balcony	3
Retaining Wall/Sea Wall/Bulkhead	1
Roof/Re-Roof	4
Dumpster Permit-Extension	3
Garage Sale Permit	2
Minor Replat	1
Total	**35**

New Residential Permit Count	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
October	9	2	8	2	11	5
November	3	2	3	4	3	12
December	6	11	4	7	13	8
January	3	5	5	12	8	13
February	2	7	5	6	8	7
March	2	1	13	9	9	5
April	2	3	7	8	6	7
May	7	10	4	9	10	4
June	6	10	2	4	5	4
July	5	4	13	9	9	
August	4	3	6	12	4	
September	5	6	10	11	6	
FY Total	**54**	**64**	**80**	**93**	**92**	**65**

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

People Helping People

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

JUNE 2020
Residential Construction Site Tracking Report
By Permit Expiration Date

No.	Note #	Contact	Property	Subdivision	Issued Date	Expiration Date	Custom or Spec
1	1	G. Gray Services	104 Hello	West	7/6/2018	1/6/2020	Custom
2	2	Casa Highland Construction	109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
3	3	JS2 Partners, LLC	125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
4	4	Jeff Jackson Custom Homes, Inc.	2503 Diagonal Dr	West	12/11/2018	6/11/2020	Spec
5		Voltaire, LLC	168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
6		JNB Engineering, PLLC	805 Apache Tears	West	12/26/2018	6/26/2020	Custom
7		Westway Custom Builders	510 Lighthouse Dr	Proper	7/16/2018	7/16/2020	Spec
8		Brian Turrentine	114 Keel Way	Proper	7/18/2018	7/18/2020	Spec
9		Jenkins Custom Homes	53 Applehead Island Dr	Applehead Island	2/4/2019	8/4/2020	Custom
10		Jeff Jackson Custom Homes, Inc.	101 Comanche Agate	West	2/5/2019	8/5/2020	Custom
32		Grubbs Construction	901 Sun Ray	West	3/27/2019	9/27/2020	Spec
12		Heritage Builders, LLC	403 Turquoise	West	10/14/2019	10/14/2020	Custom
13		Westway Custom Builders	705 Mountain Leather	West	4/16/2019	10/16/2020	Custom
14		FTV Construction	2004 Dew Drop	South	10/16/2019	10/16/2020	Spec
15		Landcrafter Homes, Inc.	109 Starboard	Proper	5/6/2019	11/6/2020	Spec
16		Turrentine Properties, Inc.	201 No Return	Proper	11/15/2018	11/15/2020	Custom
17		CW Designer Homes	521 RR 2831	The Hills	11/18/2019	11/18/2020	Custom
18		Legend Communities	107 Azalea Ct	Summit Rock	11/27/2019	11/27/2020	Spec
19		DK Homes	1117 Hi Fault	West	6/13/2019	12/13/2020	Spec
20		Silverado Signature Homes	720 Mountain Dew	Proper	12/23/2019	12/23/2020	Spec
21		SRCI Design-Build	455 La Serena Lp	Escondido	12/26/2018	12/26/2020	Custom
22		James Klein	901 Mountain Leather	West	6/28/2019	12/28/2020	Spec

23		ACSBLDR, Inc. d/b/a Everview Homes	1314 Clayton Nolen	Proper	1/2/2020	1/2/2021	Spec
24		Jenkins Custom Homes	100 Lighthouse Dr	Proper	1/9/2019	1/9/2021	Custom
25		JC Builders	1304 Fault Line Dr	West	1/13/2020	1/13/2021	Spec
26		Brother Sun Builders	300 Hi Ridge	Proper	1/15/2020	1/15/2021	Custom
27		Lagniappe Development, Inc.	506 Mountain Leather	West	7/23/2019	1/23/2021	Spec
28		Highland Lakes Bella Casa Communities, LLC	620 Broken Hills	West	7/29/2019	1/29/2021	Spec
29		Neiman-Foster Custom Homes	214 Buffalo Peak	West	8/14/2019	2/14/2021	Spec
30		K Bar T Custom Homes, Inc.	313 Hideaway	West	9/3/2019	3/3/2021	Custom
31		Bob Rowan Custom Homes	314 Wennmohs Pl	West	3/5/2019	3/5/2021	Custom
32		Westway Custom Builders	153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
33		K Bar T Custom Homes, Inc.	105 Golden Sun	West	9/16/2019	3/16/2021	Custom
34		Legend Communities	119 Rivalto Drive	Tuscan Village	3/16/2020	3/16/2021	Spec
35		Greg Frazier Bldg. Corp.	1149 Apache Tears	West	9/30/2019	3/30/2021	Custom
36		James J. Keahey, Builder Inc	315 Hideaway	West	3/31/2020	3/31/2021	Spec
37		Legend Communities	402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec
38		Jenkins Custom Homes	132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
39		JC Builders	304 Plenty Deer	West	10/16/2019	4/16/2021	Custom
40		Mary Ann Baker	3231 Douglas Dr	Applehead	4/20/2020	4/20/2021	Custom
41		Fameco Texas DBA Dream Home Builders	804 Apache Tears	West	11/5/2019	5/5/2021	Custom
42		Jeff Jackson Custom Homes, Inc.	308 Wennmohs Place	West	11/7/2019	5/7/2021	Custom
43		Hays Dream Homes	1203 Hi Mesa	Proper	11/11/2019	5/11/2021	Custom
44		JC Builders	307 Lakawana	West	5/11/2020	5/11/2021	Spec
45		CZAM Design and Build	707 Fault Line Dr	West	11/12/2019	5/12/2021	Custom
46		Mark Moulckers AIA, LLC	324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
47		Oscar Arellano Jaimes	2205 Mountain Dew	South	5/14/2020	5/14/2021	Spec
48		Legend Communities	114 Delfino PL	Tuscan Village	11/15/2019	5/15/2021	Custom
49		Hancock Homes, LLC	218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
50		Legend Communities	104 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
51		Legend Communities	106 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
52		Legend Communities	114 Azalea Lp	Summit Rock	11/27/2019	5/27/2021	Spec
53		Lake Country Homes	111 Rainbow	West	12/2/2019	6/2/2021	Custom
54		Nick Wood	209 Dalton Cir	Proper	12/3/2019	6/3/2021	Custom

55		JB REI, LLC	805 Mountain Leather	West	12/3/2019	6/3/2021	Spec
56		Grandview Homes, LLC	101 Ruby Red	West	12/10/2019	6/10/2021	Spec
57		Nash Builders, LTD	312 Matern Ct	Matern Island	12/12/2019	6/12/2021	Custom
58		B & E Interests	102 Lampasas Ct	Pecan Creek	12/12/2019	6/12/2021	Spec
59		Voltaire, LLC	135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom
60		Casa Highland Construction	307 Sun Ray	West	1/2/2020	7/2/2021	Custom
61		ACSBLDR, Inc. d/b/a Everview Homes	207 Hideaway	West	1/2/2020	7/2/2021	Spec
62		Mark Collins	113 Sure Fire	Proper	1/13/2020	7/13/2021	Custom
63		Young Homes, LLC	608 Overlook Parkway	The Trails	1/20/2020	7/20/2021	Custom
64		Duffy Company LLC	406 Emerald Way	West	1/21/2020	7/21/2021	Spec
65		Nalle Custom Homes	61 Applehead Island Dr	Applehead Island	1/22/2020	7/22/2021	Spec
66		Jeff Jackson Custom Homes, Inc.	203 The Trails Parkway	The Trails	1/28/2020	7/28/2021	Custom
67		ACSBLDR, Inc. d/b/a Everview Homes	829 Broken Arrow	Proper	1/30/2020	7/30/2021	Custom
68		Neiman-Foster Custom Homes	113 Moon Isle	West	2/4/2020	8/4/2021	Spec
69		Southern Legacy Building Group LLC	1000 Cats Eye	West	2/5/2020	8/5/2021	Custom
70		Hancock Homes, LLC	209 Florentine	Applehead	2/10/2020	8/10/2021	Custom
71		H D Burttschell Construction	102 Nicola Gay	Applehead	2/13/2020	8/13/2021	Spec
72		Prodigal Habits, Inc.	823 Creek Ln	Pecan Creek	2/18/2020	8/18/2021	Spec
73		Zbranek and Holt Custom Homes	901 Quick Draw	Proper	2/25/2020	8/25/2021	Custom
74		Neiman-Foster Custom Homes	217 Plenty Hills	West	8/28/2019	8/28/2021	Custom
75		Lake Country Homes	110 Marlin	Proper	2/28/2020	8/28/2021	Spec
76		Spivey Custom Homes	331 Spider Valley	West	3/4/2020	9/4/2021	Spec
77		Abran Santibanez	111 Florentine	Applehead	3/6/2020	9/6/2021	Custom
78		Southern Legacy Building Group LLC	1005 Cats Eye	West	4/2/2020	10/2/2021	Custom
79		JB REI, LLC	101 Bent One	Applehead	4/20/2020	10/20/2021	Custom
80		Keith Wing Austin Builders LLC	818 The Trails Parkway	The Trails	4/27/2020	10/27/2021	Custom
81		Ryan Homes, Inc.	127 E. Wilderness Dr	Wilderness Cove	4/28/2020	10/28/2021	Custom
82		Brother Sun Builders	116 Ensenada Ln	Hidden Coves	4/29/2020	10/29/2021	Custom
83		Bobby Kraft Builders, Inc	101 Long Mountain	West	4/29/2020	10/29/2021	Custom
84		Turrentine Properties, Inc.	425 Lighthouse Dr	Proper	11/11/2019	11/11/2021	Custom
85		Ashby Signature Homes	3 Applehead Island Dr	Applehead Island	5/18/2020	11/18/2021	Spec

86		HRH Construction Co. Inc.	807 Mountain Leather	West	5/27/2020	11/27/2021	Custom
87		Nalle Custom Homes	63 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Spec
88		Nalle Custom Homes	103 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Custom
89		Greg Frazier Bldg. Corp.	110 La Posada	Escondido	2/11/2020	2/11/2022	Custom
90		Coventry Homes	104 Palomino	West	6/5/2020	12/5/2021	Custom
91		JS2 Partners	3233 Douglas Dr	Applehead	6/11/2020	12/11/2021	Spec
92		Casa Highland	120 Plaza Escondido	Escondido	6/16/2020	12/16/2020	Spec
93		Canyon Creek Homes	116 Nightshade	Summit Rock	6/16/2020	12/16/2021	Custom

Custom	Spec
54	39

ote	Note #	Builder
1	2nd Re-permit Expired 5/10/20, COVID Extension granted to 6/10/20. Re-permit notice sent to builder. Stop Work Order Posted.	G. Gray Services, Garrett Gray
2	1st Re-permit expires 7/10/20, COVID Extension granted	Casa Highland Construction
3	2nd Re-permit expires 8/7/2020	JS2 Partners, Rusty Stout
4	Permit Expires 6/11/2020. 1st COVID extension granted to 7/11/20	Jeff Jackson Custom Homes

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1 Community Drive
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PLATTING/PLANNING & ZONING/BOARD OF ADJUSTMENT
CODE ENFORCEMENT

June 2020
Residential Construction Site Tracking Report
By Subdivision

No.	Note#	Contact	Property	Subdivision	Issued Date	Expire Date	Custom or Spec
40		Mary Ann Baker	3231 Douglas Dr	Applehead	4/20/2020	4/20/2021	Custom
49		Hancock Homes, LLC	218 Florentine	Applehead	11/18/2019	5/18/2021	Custom
70		Hancock Homes, LLC	209 Florentine	Applehead	2/10/2020	8/10/2021	Custom
71		H D Burttschell Construction	102 Nicola Gay	Applehead	2/13/2020	8/13/2021	Spec
77		Abran Santibanez	111 Florentine	Applehead	3/6/2020	9/6/2021	Custom
79		JB REI, LLC	101 Bent One	Applehead	4/20/2020	10/20/2021	Custom
91		JS2 Partners	3233 Douglas Dr	Applehead	6/11/2020	12/11/2021	Spec
9		Jenkins Custom Homes	53 Applehead Island Dr	Applehead Island	2/4/2019	8/4/2020	Custom
65		Nalle Custom Homes	61 Applehead Island Dr	Applehead Island	1/22/2020	7/22/2021	Spec
85		Ashby Signature Homes	3 Applehead Island Dr	Applehead Island	5/18/2020	11/18/2021	Spec
87		Nalle Custom Homes	63 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Spec
88		Nalle Custom Homes	103 Applehead Island Dr	Applehead Island	1/22/2020	1/22/2022	Custom
2	2	Casa Highland Construction	109 La Bonita	Escondido	1/26/2018	1/26/2020	Custom
5		Voltaire, LLC	168 Encantada	Escondido	12/21/2018	6/21/2020	Custom
21		SRCI Design-Build	455 La Serena Lp	Escondido	12/26/2018	12/26/2020	Custom
59		Voltaire, LLC	135 La Lucita	Escondido	12/23/2019	6/23/2021	Custom
89		Greg Frazier Bldg. Corp.	110 La Posada	Escondido	2/11/2020	2/11/2022	Custom
92		Casa Highland	120 Plaza Escondido	Escondido	6/16/2020	12/16/2020	Spec
82		Brother Sun Builders	116 Ensenada Ln	Hidden Coves	4/29/2020	10/29/2021	Custom
57		Nash Builders, LTD	312 Matern Ct	Matern Island	12/12/2019	6/12/2021	Custom
58		B & E Interests	102 Lampasas Ct	Pecan Creek	12/12/2019	6/12/2021	Spec
72		Prodigal Habits, Inc.	823 Creek Ln	Pecan Creek	2/18/2020	8/18/2021	Spec
7		Westway Custom Builders	510 Lighthouse Dr	Proper	7/16/2018	7/16/2020	Spec
8		Brian Turrentine	114 Keel Way	Proper	7/18/2018	7/18/2020	Spec
15		Landcrafter Homes, Inc.	109 Starboard	Proper	5/6/2019	11/6/2020	Spec
16		Turrentine Properties, Inc.	201 No Return	Proper	11/15/2018	11/15/2020	Custom
20		Silverado Signature Homes	720 Mountain Dew	Proper	12/23/2019	12/23/2020	Spec

23		ACSBLDR, Inc. d/b/a Everview Homes	1314 Clayton Nolen	Proper	1/2/2020	1/2/2021	Spec
24		Jenkins Custom Homes	100 Lighthouse Dr	Proper	1/9/2019	1/9/2021	Custom
26		Brother Sun Builders	300 Hi Ridge	Proper	1/15/2020	1/15/2021	Custom
43		Hays Dream Homes	1203 Hi Mesa	Proper	11/11/2019	5/11/2021	Custom
54		Nick Wood	209 Dalton Cir	Proper	12/3/2019	6/3/2021	Custom
62		Mark Collins	113 Sure Fire	Proper	1/13/2020	7/13/2021	Custom
67		ACSBLDR, Inc. d/b/a Everview Homes	829 Broken Arrow	Proper	1/30/2020	7/30/2021	Custom
73		Zbranek and Holt Custom Homes	901 Quick Draw	Proper	2/25/2020	8/25/2021	Custom
75		Lake Country Homes	110 Marlin	Proper	2/28/2020	8/28/2021	Spec
84		Turrentine Properties, Inc.	425 Lighthouse Dr	Proper	11/11/2019	11/11/2021	Custom
32		Westway Custom Builders	153 Mitchell Creek	Sienna Creek	9/9/2019	3/9/2021	Custom
14		FTV Construction	2004 Dew Drop	South	10/16/2019	10/16/2020	Spec
47		Oscar Arellano Jaimes	2205 Mountain Dew	South	5/14/2020	5/14/2021	Spec
3	3	JS2 Partners, LLC	125 Paintbrush	Summit Rock	8/24/2018	2/24/2020	Spec
18		Legend Communities	107 Azalea Ct	Summit Rock	11/27/2019	11/27/2020	Spec
38		Jenkins Custom Homes	132 Nightshade	Summit Rock	10/8/2019	4/8/2021	Custom
46		Mark Moulckers AIA, LLC	324 Blazing Star	Summit Rock	11/13/2019	5/13/2021	Custom
50		Legend Communities	104 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
51		Legend Communities	106 Azalea Ct	Summit Rock	11/27/2019	5/27/2021	Spec
52		Legend Communities	114 Azalea Lp	Summit Rock	11/27/2019	5/27/2021	Spec
93		Canyon Creek Homes	116 Nightshade	Summit Rock	6/16/2020	12/16/2021	Custom
17		CW Designer Homes	521 RR 2831	The Hills	11/18/2019	11/18/2020	Custom
63		Young Homes, LLC	608 Overlook Parkway	The Trails	1/20/2020	7/20/2021	Custom
66		Jeff Jackson Custom Homes, Inc.	203 The Trails Parkway	The Trails	1/28/2020	7/28/2021	Custom
80		Keith Wing Austin Builders LLC	818 The Trails Parkway	The Trails	4/27/2020	10/27/2021	Custom
34		Legend Communities	119 Rivalto Drive	Tuscan Village	3/16/2020	3/16/2021	Spec
37		Legend Communities	402 Belforte Blvd	Tuscan Village	10/4/2019	4/4/2021	Spec
48		Legend Communities	114 Delfino PL	Tuscan Village	11/15/2019	5/15/2021	Custom
1	1	G. Gray Services	104 Hello	West	7/6/2018	1/6/2020	Custom
4	4	Jeff Jackson Custom Homes, Inc.	2503 Diagonal Dr	West	12/11/2018	6/11/2020	Spec
6		JNB Engineering, PLLC	805 Apache Tears	West	12/26/2018	6/26/2020	Custom
10		Jeff Jackson Custom Homes, Inc.	101 Comanche Agate	West	2/5/2019	8/5/2020	Custom
11		Grubbs Construction	901 Sun Ray	West	3/27/2019	9/27/2020	Spec
12		Heritage Builders, LLC	403 Turquoise	West	10/14/2019	10/14/2020	Custom
13		Westway Custom Builders	705 Mountain Leather	West	4/16/2019	10/16/2020	Custom
19		DK Homes	1117 Hi Fault	West	6/13/2019	12/13/2020	Spec

22		James Klein	901 Mountain Leather	West	6/28/2019	12/28/2020	Spec
25		JC Builders	1304 Fault Line Dr	West	1/13/2020	1/13/2021	Spec
27		Lagniappe Development, Inc.	506 Mountain Leather	West	7/23/2019	1/23/2021	Spec
28		Highland Lakes Bella Casa Communities, LLC	620 Broken Hills	West	7/29/2019	1/29/2021	Spec
29		Neiman-Foster Custom Homes	214 Buffalo Peak	West	8/14/2019	2/14/2021	Spec
30		K Bar T Custom Homes, Inc.	313 Hideaway	West	9/3/2019	3/3/2021	Custom
31		Bob Rowan Custom Homes	314 Wennmohs Pl	West	3/5/2019	3/5/2021	Custom
33		K Bar T Custom Homes, Inc.	105 Golden Sun	West	9/16/2019	3/16/2021	Custom
35		Greg Frazier Bldg. Corp.	1149 Apache Tears	West	9/30/2019	3/30/2021	Custom
36		James J. Keahey, Builder Inc	315 Hideaway	West	3/31/2020	3/31/2021	Spec
39		JC Builders	304 Plenty Deer	West	10/16/2019	4/16/2021	Custom
41		Fameco Texas DBA Dream Home Builders	804 Apache Tears	West	11/5/2019	5/5/2021	Custom
42		Jeff Jackson Custom Homes, Inc.	308 Wennmohs Place	West	11/7/2019	5/7/2021	Custom
44		JC Builders	307 Lakawana	West	5/11/2020	5/11/2021	Spec
45		CZAM Design and Build	707 Fault Line Dr	West	11/12/2019	5/12/2021	Custom
53		Lake Country Homes	111 Rainbow	West	12/2/2019	6/2/2021	Custom
55		JB REI, LLC	805 Mountain Leather	West	12/3/2019	6/3/2021	Spec
56		Grandview Homes, LLC	101 Ruby Red	West	12/10/2019	6/10/2021	Spec
60		Casa Highland Construction	307 Sun Ray	West	1/2/2020	7/2/2021	Custom
61		ACSBLDR, Inc. d/b/a Everview Homes	207 Hideaway	West	1/2/2020	7/2/2021	Spec
64		Duffy Company LLC	406 Emerald Way	West	1/21/2020	7/21/2021	Spec
68		Neiman-Foster Custom Homes	113 Moon Isle	West	2/4/2020	8/4/2021	Spec
69		Southern Legacy Building Group LLC	1000 Cats Eye	West	2/5/2020	8/5/2021	Custom
74		Neiman-Foster Custom Homes	217 Plenty Hills	West	8/28/2019	8/28/2021	Custom
76		Spivey Custom Homes	331 Spider Valley	West	3/4/2020	9/4/2021	Spec
78		Southern Legacy Building Group LLC	1005 Cats Eye	West	4/2/2020	10/2/2021	Custom
83		Bobby Kraft Builders, Inc	101 Long Mountain	West	4/29/2020	10/29/2021	Custom
86		HRH Construction Co. Inc.	807 Mountain Leather	West	5/27/2020	11/27/2021	Custom
90		Coventry Homes	104 Palomino	West	6/5/2020	12/5/2021	Custom
81		Ryan Homes, Inc.	127 E. Wilderness Dr	Wilderness Cove	4/28/2020	10/28/2021	Custom

Custom	Spec
54	39

Note#	Note	Builder
1	2nd Re-permit Expired 5/10/20, COVID Extension granted to 6/10/20. Re-permit notice sent to builder. Stop Work Order Posted.	G. Gray Services, Garrett Gray
2	1st Re-permit expires 7/10/20, COVID Extension granted	Casa Highland Construction
3	2nd Re-permit expires 8/7/2020	JS2 Partners LLC, Rusty Stout
4	Permit Expires 6/11/2020. 1st COVID extension granted to 7/11/20	Jeff Jackson Custom Homes

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People Helping People

October 2019 Through June 2020
72 Certificates of Occupancy – Single Family & Multi-Family
By Completed Date

Property	Permit Type	Completed Date	Subdivision	Custom/Spec
407 Matern Ct	Residential/Single Family >5000 sq ft	10/1/2019	Matern Island	Custom
151 La Serena Lp	Residential/Single Family 2000-5000 sq ft	10/1/2019	Escondido	Custom
2004 Lost Creek	Mobile Home – New	10/1/2019	Horseshoe Bay South	
720 Fawn	Residential/Single Family 2000-5000 sq ft	10/1/2019	Horseshoe Bay Proper	Spec
123 Boot Hill	Residential/Single Family >5000 sq ft	10/30/2019	Horseshoe Bay Proper	Custom
103 Menard Court	Residential/Single Family 2000-5000 sq ft	10/31/2019	Pecan Creek	Custom
104 Cliff Run	Residential/Single Family 2000-5000 sq ft	10/31/2019	Horseshoe Bay West	Spec
827 Creek LN	Residential/Single Family 2000-5000 sq ft	10/31/2019	Pecan Creek	Spec
305 Cat Canyon	Residential/Single Family 2000-5000 sq ft	10/31/2019	Horseshoe Bay West	Spec
1120 Hi Fault	Residential/Single Family 2000-5000 sq ft	11/12/2019	Horseshoe Bay West	Custom
105 White Dove	Residential/Single Family 2000-5000 sq ft	11/12/2019	Horseshoe Bay West	Spec
2700 Deep Canyon	Residential/Single Family <2000 sq ft	11/12/2019	Horseshoe Bay West	Spec
139 La Serena Lp	Residential/Single Family >5000 sq ft	11/21/2019	Escondido	Spec
2507 Diagonal DR	Residential/Single Family 2000-5000 sq ft	11/22/2019	Horseshoe Bay West	Custom
110 Rock N Robyn	Residential/Single Family 2000-5000 sq ft	11/22/2019	The Trails	Custom
201 Sweet Grass	Residential/Single Family 2000-5000 sq ft	11/22/2019	Horseshoe Bay West	Spec
2500 Fault Line DR	Residential/Single Family <2000 sq ft	12/6/2019	Horseshoe Bay West	Spec
118 Brandywine	Residential/Single Family 2000-5000 sq ft	12/10/2019	Applehead	Spec
308 W. Hi Cir B	Multi-Family Residential – Duplex>1000sf	12/13/2019	Horseshoe Bay Proper	Spec
308 N. Horseshoe Bay Blvd	Residential/Single Family 2000-5000 sq ft	12/17/2019	Horseshoe Bay Proper	Spec

308 W. Hi Cir A	Multi-Family Residential - Duplex>1000sf	12/17/2019	Horseshoe Bay Proper	Spec
2910 Bay West Blvd	Residential/Single Family 2000-5000 sq ft	12/30/2019	Horseshoe Bay West	Spec
104 Horizon	Residential/Single Family <2000 sq ft	12/30/2019	Horseshoe Bay Proper	Custom
103 Alameda	Residential/Single Family 2000-5000 sq ft	1/10/2020	Escondido	Custom
300 Broken Hills	Residential/Single Family >5000 sq ft	1/17/2020	Horseshoe Bay West	Custom
1404 23rd ST	Mobile Home - New	1/31/2020	Horseshoe Bay South	
711 Apache Tears	Residential/Single Family 2000-5000 sq ft	2/7/2020	Horseshoe Bay West	Custom
520 The Trails Parkway	Residential/Single Family 2000-5000 sq ft	2/7/2020	The Trails	Custom
302 N. Hi Cir	Residential/Single Family 2000-5000 sq ft	2/7/2020	Horseshoe Bay Proper	Custom
411 Free Rein	Residential/Single Family 2000-5000 sq ft	2/7/2020	Horseshoe Bay Proper	Spec
113 Pink Mimosa	Residential/Single Family 2000-5000 sq ft	2/14/2020	Summit Rock	Custom
903 Panorama Pass	Residential/Single Family 2000-5000 sq ft	2/21/2020	Horseshoe Bay Proper	Custom
107 Discreet	Residential/Single Family 2000-5000 sq ft	2/21/2020	Applehead	Custom
1105 Ponderosa Bend	Residential/Single Family <2000 sq ft	2/21/2020	Horseshoe Bay South	Spec
3505 Bay West Blvd	Residential/Single Family 2000-5000 sq ft	2/28/2020	Applehead	Spec
106 James CIR	Residential/Single Family 2000-5000 sq ft	2/28/2020	Pecan Creek	Custom
107 White Dove	Residential/Single Family 2000-5000 sq ft	3/5/2020	Horseshoe Bay West	Spec
107 Black Stallion	Residential/Single Family 2000-5000 sq ft	3/5/2020	Horseshoe Bay West	Custom
1502 Cherokee	Mobile Home - New	3/5/2020	Horseshoe Bay South	
117 Rivalto Drive	Residential/Single Family 2000-5000 sq ft	3/13/2020	Tuscan Village	Spec
149 Pinkerton Loop	Residential/Single Family 2000-5000 sq ft	3/19/2020	Horseshoe Bay South	Custom
608 Passion Flower	Residential/Single Family 2000-5000 sq ft	3/27/2020	Summit Rock	Custom
2904 Gazelle	Mobile Home - New	3/27/2020	Horseshoe Bay South	
2105 Cactus	Mobile Home - New	3/27/2020	Horseshoe Bay South	
1413 19th ST	Mobile Home - New	3/27/2020	Horseshoe Bay South	
1909 Fault Line DR	Residential/Single Family 2000-5000 sq ft	3/27/2020	Horseshoe Bay West	Custom
103 Cove East	Residential/Single Family 2000-5000 sq ft	3/27/2020	Horseshoe Bay Proper	Spec
1501 Hi Fault	Residential/Single Family 2000-5000 sq ft	4/3/2020	Horseshoe Bay West	Spec
304 Eocene	Residential/Single Family 2000-5000 sq ft	4/3/2020	Horseshoe Bay West	Spec
146 Uplift	Residential/Single Family 2000-5000 sq ft	4/9/2020	Horseshoe Bay West	Spec

150 Uplift	Residential/Single Family 2000-5000 sq ft	4/9/2020	Horseshoe Bay West	Spec
137 La Serena Lp	Residential/Single Family 2000-5000 sq ft	4/9/2020	Escondido	Custom
196 Westgate Lp	Residential/Single Family 2000-5000 sq ft	4/17/2020	Horseshoe Bay West	Custom
205 Cat Canyon	Residential/Single Family 2000-5000 sq ft	4/17/2020	Horseshoe Bay West	Spec
133 La Serena Lp	Residential/Single Family 2000-5000 sq ft	5/8/2020	Escondido	Custom
211 Cactus Corner	Residential/Single Family 2000-5000 sq ft	5/8/2020	Horseshoe Bay West	Spec
310 Mayapple	Residential/Single Family 2000-5000 sq ft	5/8/2020	Tuscan Village	Spec
1404 67th ST	Mobile Home - New	5/15/2020	Horseshoe Bay South	
510 Lighthouse Dr	Residential/Single Family >5000 sq ft	5/29/2020	Horseshoe Bay Proper	Spec
102 Hello	Residential/Single Family 2000-5000 sq ft	6/5/2020	Horseshoe Bay West	Custom
132 Old West Way	Residential/Single Family 2000-5000 sq ft	6/5/2020	The Hills	Custom
106 Buckeye	Residential/Single Family 2000-5000 sq ft	6/5/2020	Horseshoe Bay West	Custom
400 Matern Ct	Residential/Single Family 2000-5000 sq ft	6/12/2020	Matern Island	Custom
4 Applehead Island DR	Residential/Single Family 2000-5000 sq ft	6/12/2020	Applehead Island	Spec
700 Gold Dust	Residential/Single Family 2000-5000 sq ft	6/12/2020	Horseshoe Bay South	Spec
209 Mayapple	Residential/Single Family 2000-5000 sq ft	6/19/2020	Summit Rock	Spec
420 Mayapple	Residential/Single Family 2000-5000 sq ft	6/19/2020	Summit Rock	Spec
128 Rivalto Drive	Multi-Family Residential Townhome	6/24/2020	Tuscan Village	Spec
130 Rivalto Drive	Multi-Family Residential Townhome	6/24/2020	Tuscan Village	Spec
132 Rivalto Drive	Multi-Family Residential Townhome	6/24/2020	Summit Rock	Spec
208 Tuscan Drive 208-212-216-220	Multi-Family Residential Townhome	6/25/2020	The Enclave	Spec
300 Tuscan Drive 300-304-308-312	Multi-Family Residential Townhome	6/25/2020	The Enclave	Spec

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

People Helping People

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

June 2020
Residential Speculative Construction Site Report

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

Total Spec Construction Sites	***46***
No. of Builders with 1 Spec Site	*24*
No. of Builders with 2 Spec Sites	*7*
No. of Builders with more than 2 Spec Sites	*1*
Total No. of Builders with Spec Sites	***31***

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

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People Helping People

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

June 2020
Code Enforcement Activity Reports
- Officer Ray Garcia

144- Total Violations of City Ordinances (VCOs)

- **3** – Red Tags "Stop Work Orders" (Not Added to total VCOs– but Included in Construction Conduct)
- **11** – Citations
- **26** – Certified Letters (Not Added to total VCOs)
- **21**– (Residential Parking Violations)
- **2** – Residential Lighting VCO 3.07.004
- **15** – Junk Vehicles VCO 8.02.004
- **129** – Regular US Postal mailed notice of violations (Not Added to total VCOs)
- **17** – Illegal Dump Sites VCO 6.02.007(d)
- **3** – Trash Can notices VCO Sec. 6.02.007 (c) Storing trash bins in open public view
- **9** – Prohibited Sign VCOs 3.06.017
- **33** – Construction Site VCOs 3.03.014
- **14** – Tall Weeds & Grass VCOs 6.02.008
- **11** – Storing Unsightly Items & Material
- **2** – Deer Feeding VCO 2.09.004
- **2** – No Permit VCO 3.03.008
- **1** – Noise VCO 8.03.003
- **1** – Animal Control Activity
- **1**– Water Restrictions Activity
- **1**– Obstruction of Grinder Pump VCO Sec. 13.03.003

TEMP CO & CO Inspections - 23

Officer Initiated Pro-Active - 128

- **3** – Trash Can
- **33** – Construction Site Conduct INSPECTION for Compliance – Sec. 3.03.014
- **9** – Illegal Signs posted (bandit signs) Sec. 3.06.017
- **11** – Storing Unsightly Items & Material
- **21** – Residential Parking Violations
- **15** – Junk Vehicles
- **17** – Illegal Dump Sites
- **4** – Tall Weeds & Grass **2** – Deer Feeding **2** – No Permit **11**-Citations

Citizen Complaints – 16

- **2 – Residential Lighting**
- **10** – Tall Weeds & Grass
- **1 – Noise Complaint**
- **1 – Animal Complaint**
- **1 – Animal Complaint**
- **1 – Water**
- **1 – Grinder**

102 – Follow-up Inspections Via Site inspections and Emails/Phone calls
Bailiff Duty-June; FTO (Field Training Officer) to New Code Compliance Officer; U/I = Under Instruction

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People Helping People

DEVELOPMENT SERVICES DEPARTMENT

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

June 2020
Planner's Activity Report

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

CITY OF HORSESHOE BAY

FIRE DEPARTMENT
JUNE 2020 and FYTD 2020 ACTIVITY REPORT

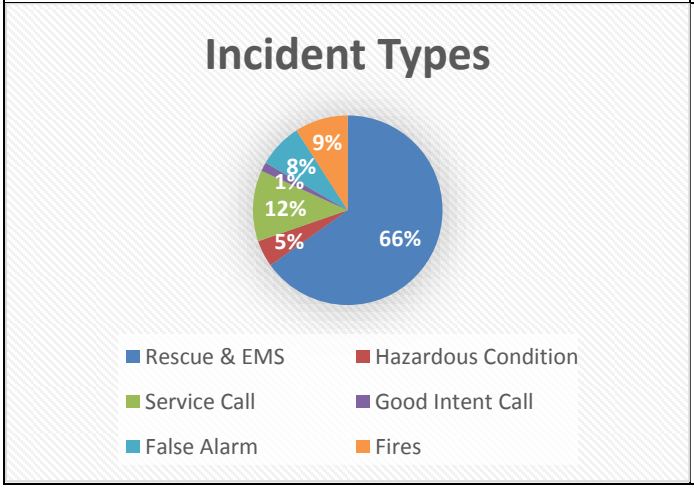
JUNE 2020

Major Incident Type	# Incidents`	% of Total
Rescue & EMS	43	66%
Service Call	3	4%
False Alarm & False Call	8	12%
Hazardous Condition	1	1%
Good Intent Call	5	8%
Fires	6	9%
Total	66	100%

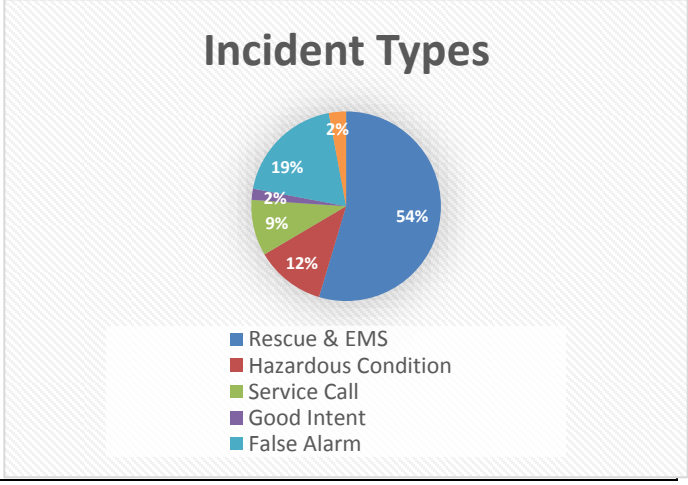
FYTD

Major Incident Type	# Incidents	% of Total
Rescue & EMS	372	54%
Service Call	81	12%
False Alarm	65	10%
Hazardous Condition	13	2%
Good Intent Call	130	18%
Fires	20	3%
Other Incident Types	3	1%
Total	684	100%

JUNE 2020



FYTD



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

NOTABLE INCIDENTS

June 10th – Cooking fire – Wenmohs Pl.
June 11th – Grass fire – Passionflower – started by a mower
June 15th – Vehicle fire – HWY 71
June 18th – Grass fire – Hi Circle W – started by mower
June 20th – Structure fire – Applehead Island – kept to room/area of origin
June 27th – Structure fire – Max Copeland – automatic aid to Marble Falls Fire Rescue

JUNE 2020

Mutual Aid	
Aid Type	Total
Given	3
Received	4

Overlapping Calls	
# Overlapping	% Overlapping
12	18.18

Average Response Time – (Lights & Siren) Dispatch to Enroute		
Station	EMS	Fire
Station 1 - Central	1:43	1:40
Station 2 - West	1:15	1:24
Average for all calls		1:34

Average Response Time – (Lights & Siren) Dispatch to Arrival		
Station	EMS	Fire
Station 1 - Central	6:22	7:17
Station 2 - West	7:37	9:34
Average for all calls		6:59

FYTD

Mutual Aid	
Aid Type	Total
Given	31
Received	7

Overlapping Calls	
# Overlapping	% Overlapping
97	14.18

Average Response Time – (Lights & Siren) Dispatch to Enroute		
Station	EMS	Fire
Station 1 - Central	1:26	1:32
Station 2 - West	1:22	1:12
Average for all calls		1:20

Average Response Time – (Lights & Siren) Dispatch to Arrival		
Station	EMS	Fire
Station 1 - Central	6:07	7:51
Station 2 - West	7:02	9:33
Average for all calls		6:48

BALANCED SCORECARD INITIATIVES - YTD

Achieve NFPA 1710/ISO response standards	
Dispatch to enroute - 60 seconds for EMS calls 100% of the time	0% ****
Dispatch to enroute - 80 seconds for Fire calls 100% of the time	60% ****
First arriving engine - 240 seconds after dispatched 90% of the time	20% ****
Decrease ISO rating from 4 to 3 without additional budgetary requests	
Test all fire hydrants in FY 2020	100%
Conduct a fire inspection of all commercial structures annually	2% (July-Sept)
Conduct a pre fire plan of all commercial structures annually	2% (July-Sept)
Test all fire hose annually	100%
Test all fire pumps annually	100%
Test all ladders annually	100%
ISO Training Requirements	
Conduct 500 staff hours of training in training tower	250 Hours (50%)
All personnel complete 192 hours of fire training = 4032 hours	1943 Hours (48%)
All personnel complete 18 hours of training at a facility / burn building = 396 hours	252 Hours (64%)

All fire officers receive 12 hours per year of fire officer training = 72 hours	43 (60%)
All fire officers complete Fire Officer 1 certification = 6 (3 Captains & 3 Lieutenants)	100%
All drivers receive 12 hours per year of driver training = 72 hours	49 hours (68%)
All personnel complete 6 hour of hazardous materials training = 138 hours	26 hours (19%)
Improve Firefighter Health and Wellness	
Conduct Quarterly Physical Ability Test	2 (50%)

****We have identified a reason for the capture of this time and are working with MFPD COMM to assist in obtaining correct labeling in the CAD.

COMMUNITY RISK REDUCTION

Community Risk Reduction & Community Services	
JUNE - Total Hours for Community Risk Reduction Education & Community Service (fall prevention program, blood pressure screenings, public education, etc.)	120 hours
YTD - Total Hours for Community Risk Reduction Education & Community Service (fall prevention program, blood pressure screenings, public education, etc.)	1188 hours

CITY OF HORSESHOE BAY

POLICE DEPARTMENT

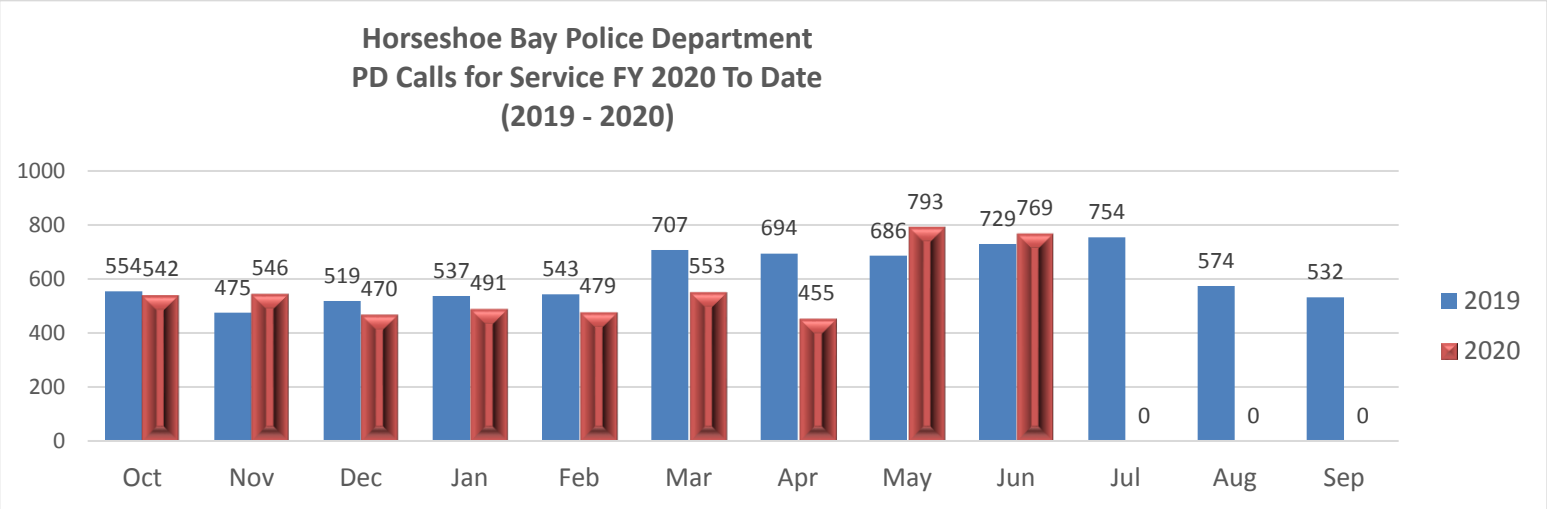
JUNE 2020 AND FY 2020 ACTIVITY REPORT

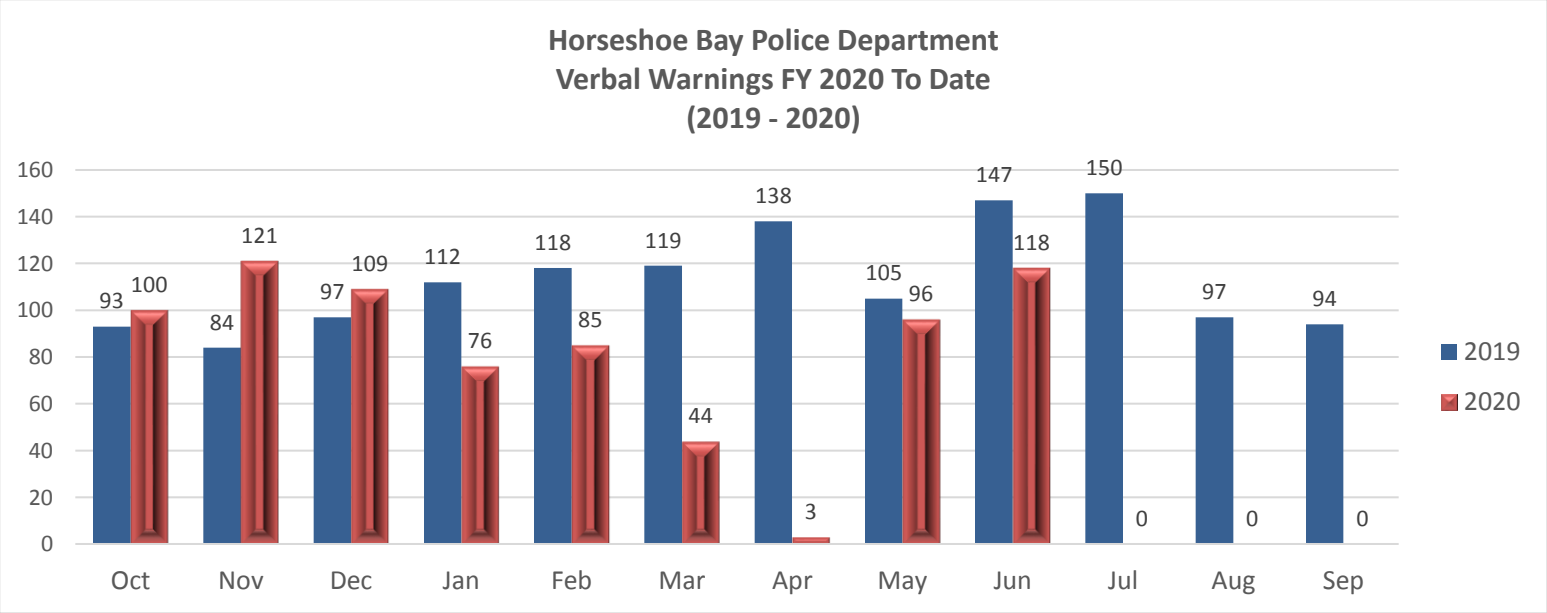
During the month of June 2020 there were twenty-five (25) new cases reported to our department. The June cases consisted of four (4) felony cases, twelve (12) misdemeanor cases, nine (9) non-criminal cases, five (5) traffic accidents, and three (3) arrests. The department cleared twenty (20) new and old Horseshoe Bay cases in the month of June. Seventeen (17) residents requested home security watches during June and local businesses, amenities, and construction sites continued to be checked thoroughly on a daily basis. Overall, the department responded to seven hundred sixty-nine (769) calls for service, including fourteen (14) alarms for the month of June.

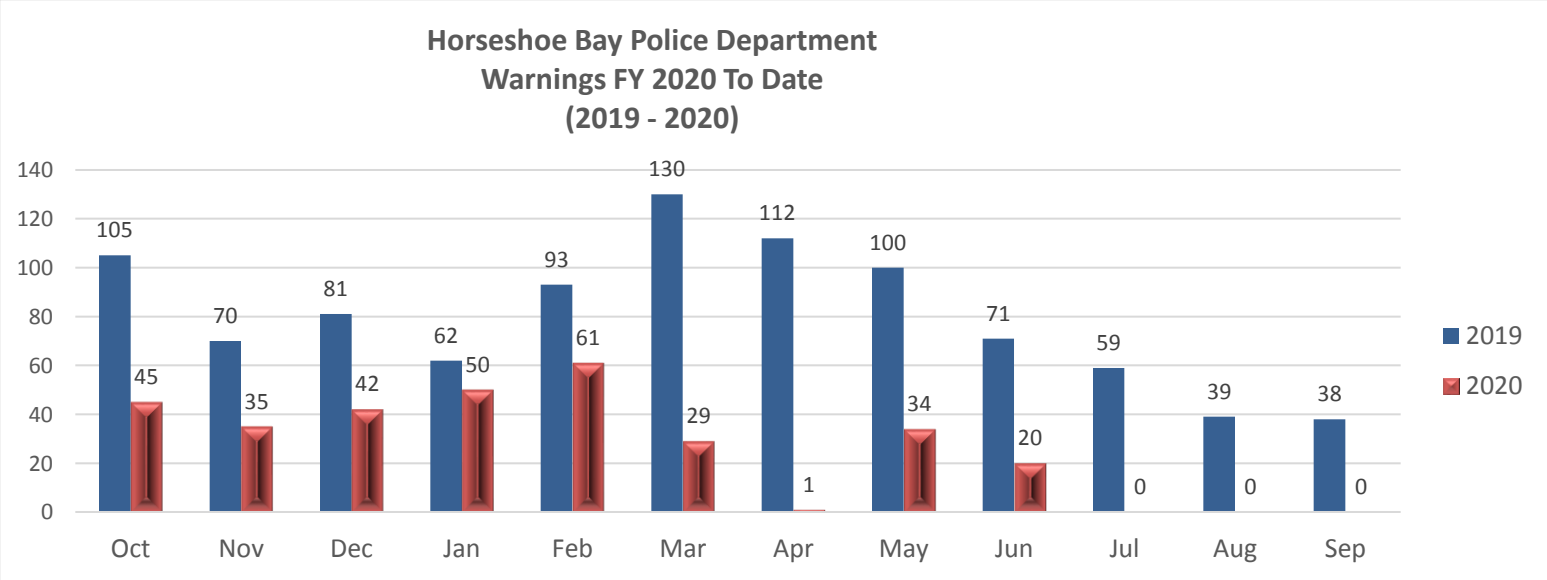
During the month of June 2020, eighteen (18) new cases were assigned to CID for follow up investigation. Thirteen (13) of those were a misdemeanor grade, and there were five (5) felony level cases. Five (5) cases were non-criminal which were found property. CID conducted four (4) other investigations, which consisted of death investigations and narcotic investigations. A total of one hundred and twenty-four (124) persons were interviewed by investigators. These interviews resulted in sixteen (16) witness/victim statements. CID cleared twelve (12) active cases during the month. CID personnel conducted five (5) searches and collected thirty (30) items of evidence. CID assisted the Patrol Division in covering four (4) Patrol Shifts and had twenty (20) training hours this month.

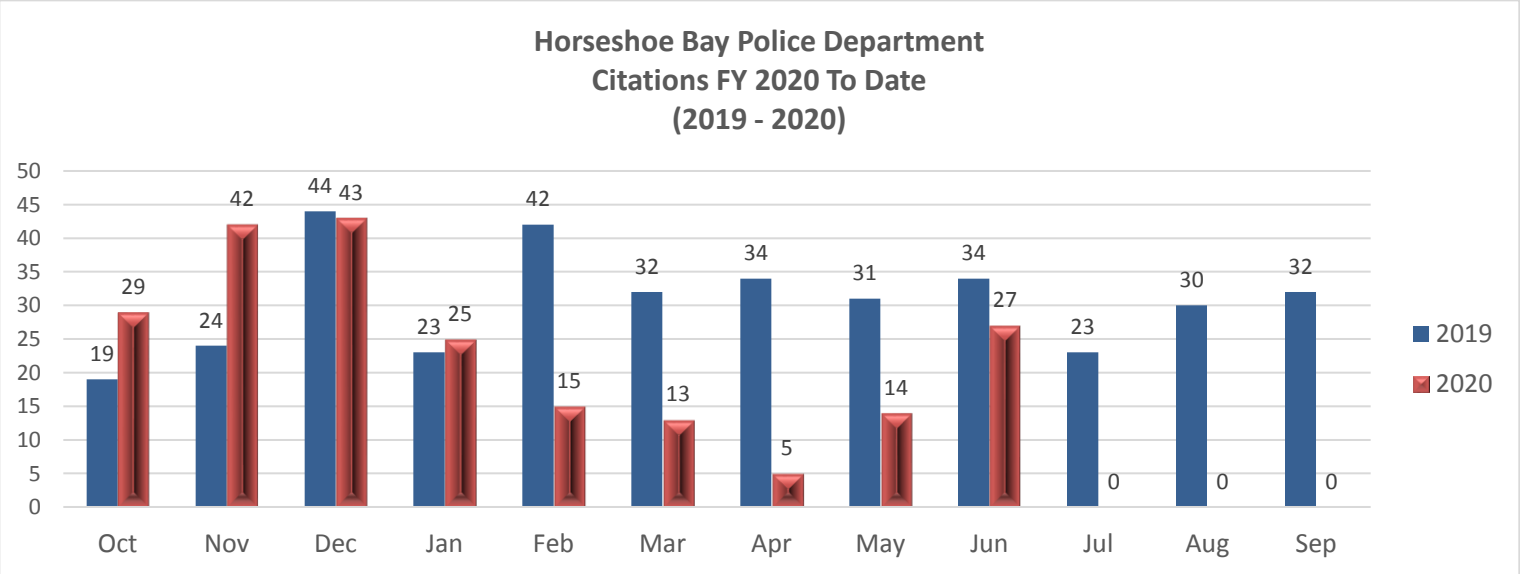
OPERATIONS	JUN 2020	JUN 2019	FYTD 2020	FYTD 2019
PD Calls for Service	769	729	5098	5444
Verbal Warnings	118	147	752	1013
Warnings	20	71	317	824
Citations	27	34	213	283
Arrest	3	8	43	80
Code Enforcement CFS	146	60	692	317
Traffic Accidents	5	5	37	53
Home Security Watches	17	15	110	155
Alarms	14	25	162	213
Felony Cases	4	3	35	50
Misdemeanor Cases	12	16	105	117
Non-Criminal Cases	9	7	71	101
Total Reports (New)	25	26	211	268
Cases Cleared (Old & New)	20	24	183	252

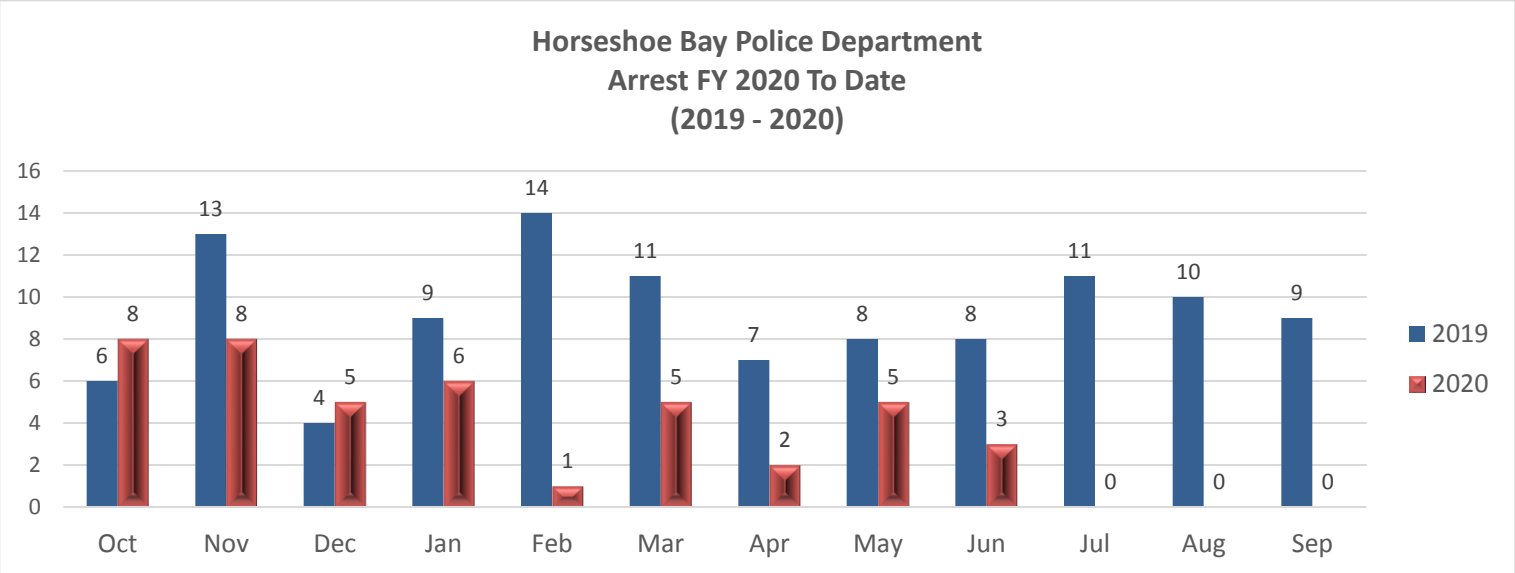
Response Time: 2.93

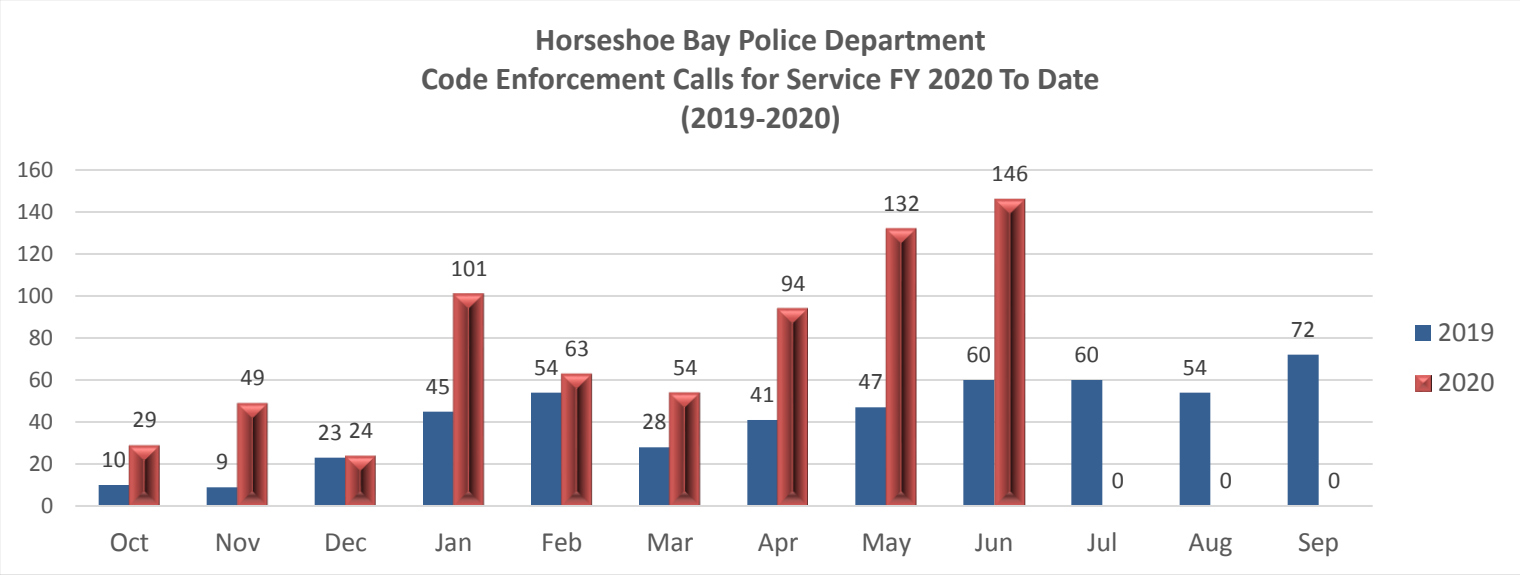

Horseshoe Bay Police Department
PD Calls for Service FY 2020 To Date
(2019 - 2020)
1000
800
600
400
200
0
554 542
475 546
519 470
537 491
543 479
707 553
694 455
686 793
729 769
754 0
574 0
532 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

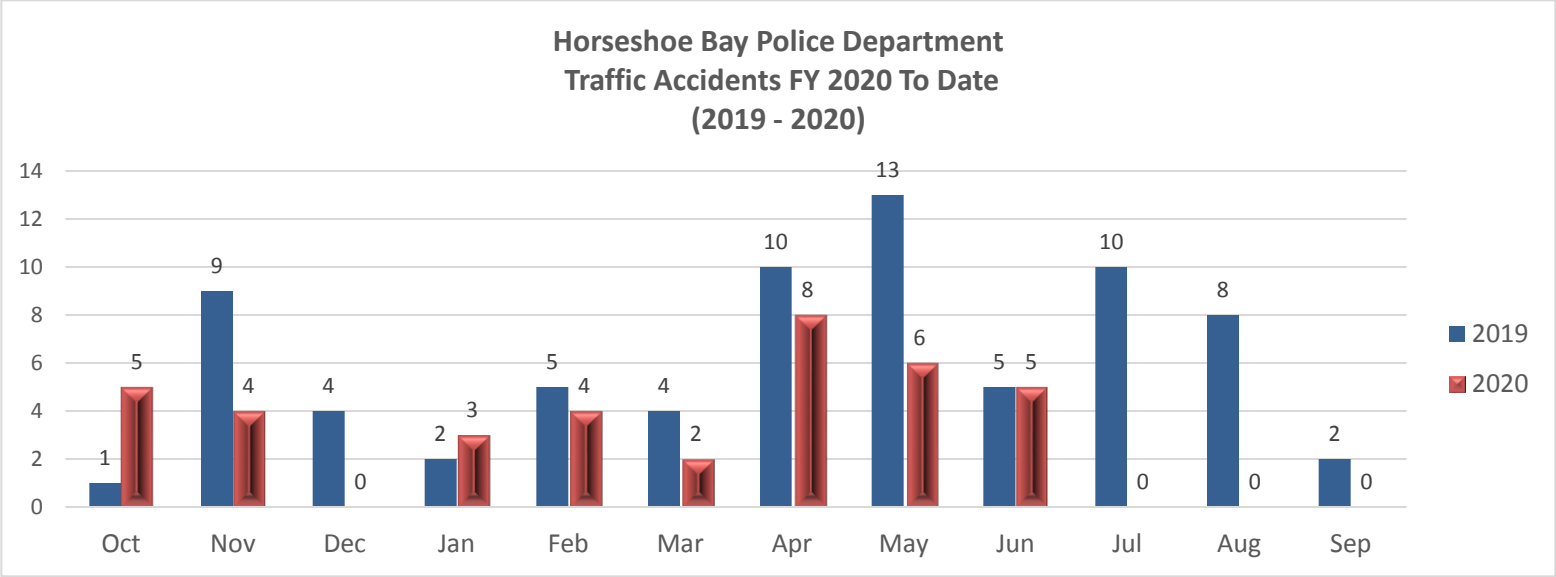

Horseshoe Bay Police Department
Verbal Warnings FY 2020 To Date
(2019 - 2020)
160
140
120
100
80
60
40
20
0
93 100
84 121
97 109
112 76
118 85
119 44
138 3
105 96
147 118
150 0
97 0
94 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

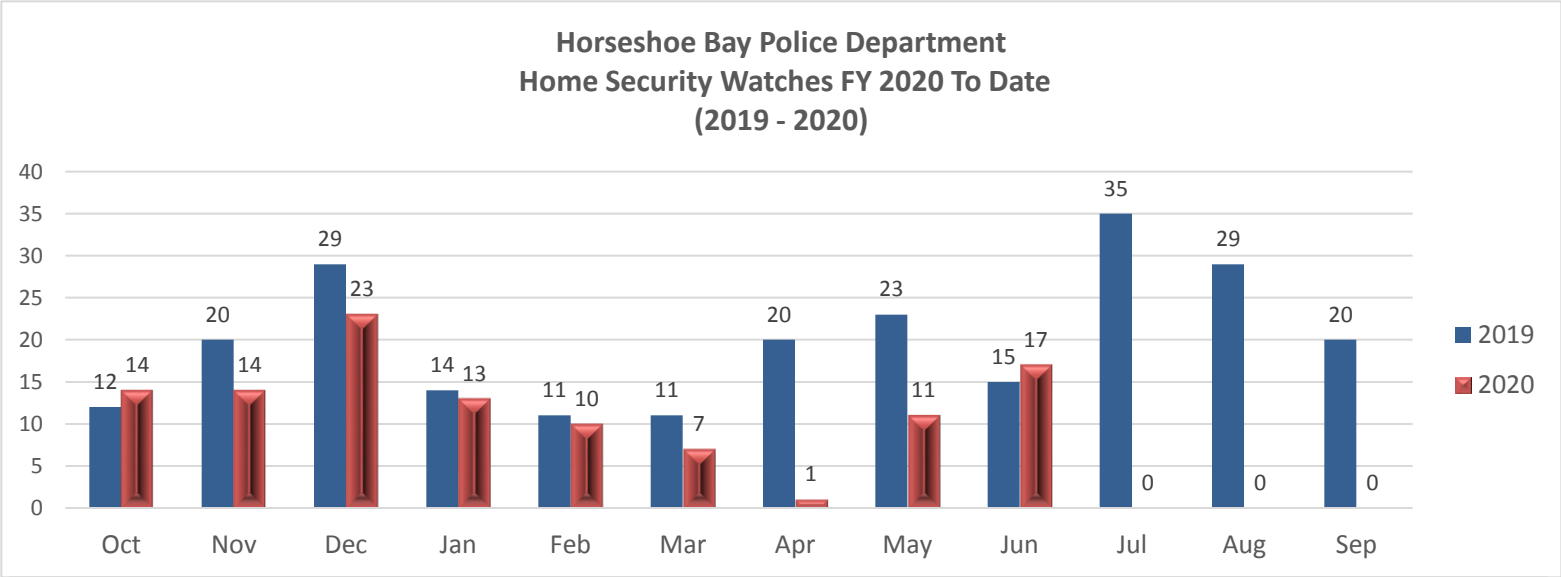

Horseshoe Bay Police Department
Warnings FY 2020 To Date
(2019 - 2020)
140
120
100
80
60
40
20
0
105 45
70 35
81 42
62 50
93 61
130 29
112 1
100 34
71 20
59 0
39 0
38 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

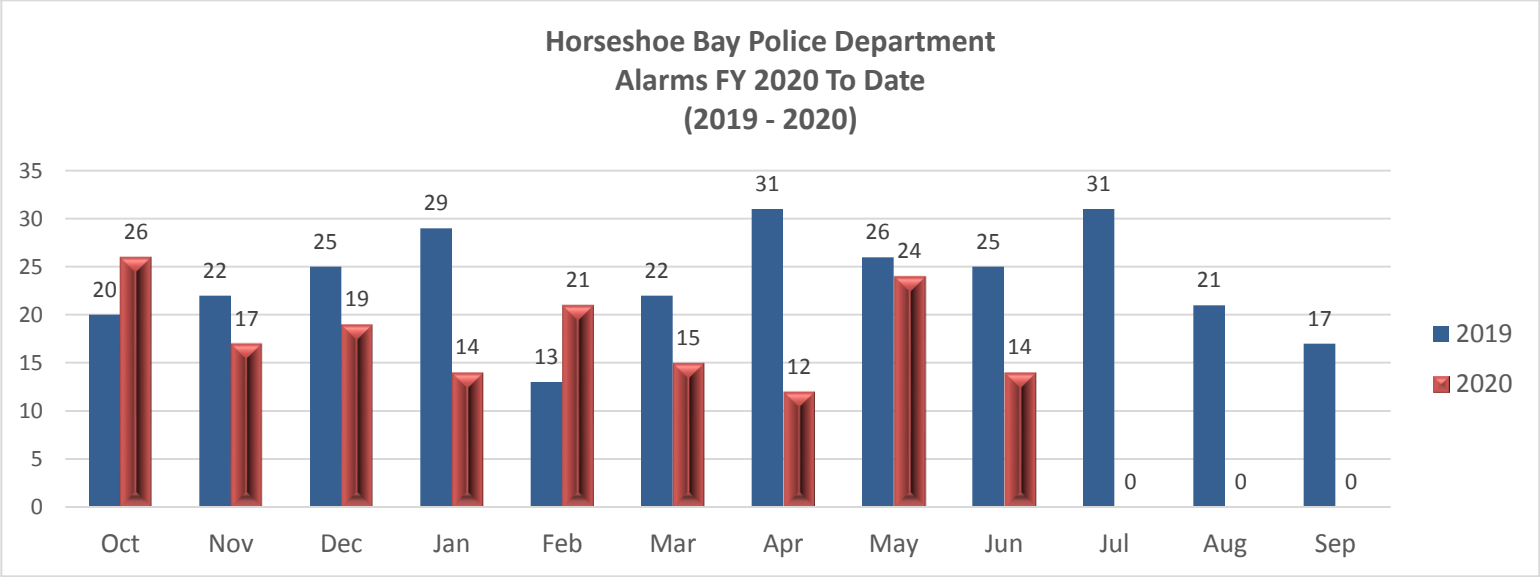

Horseshoe Bay Police Department
Citations FY 2020 To Date
(2019 - 2020)
50
45
40
35
30
25
20
15
10
5
0
19 29
24 42
44 43
23 25
42 15
32 13
34 5
31 14
34 27
23 0
30 0
32 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

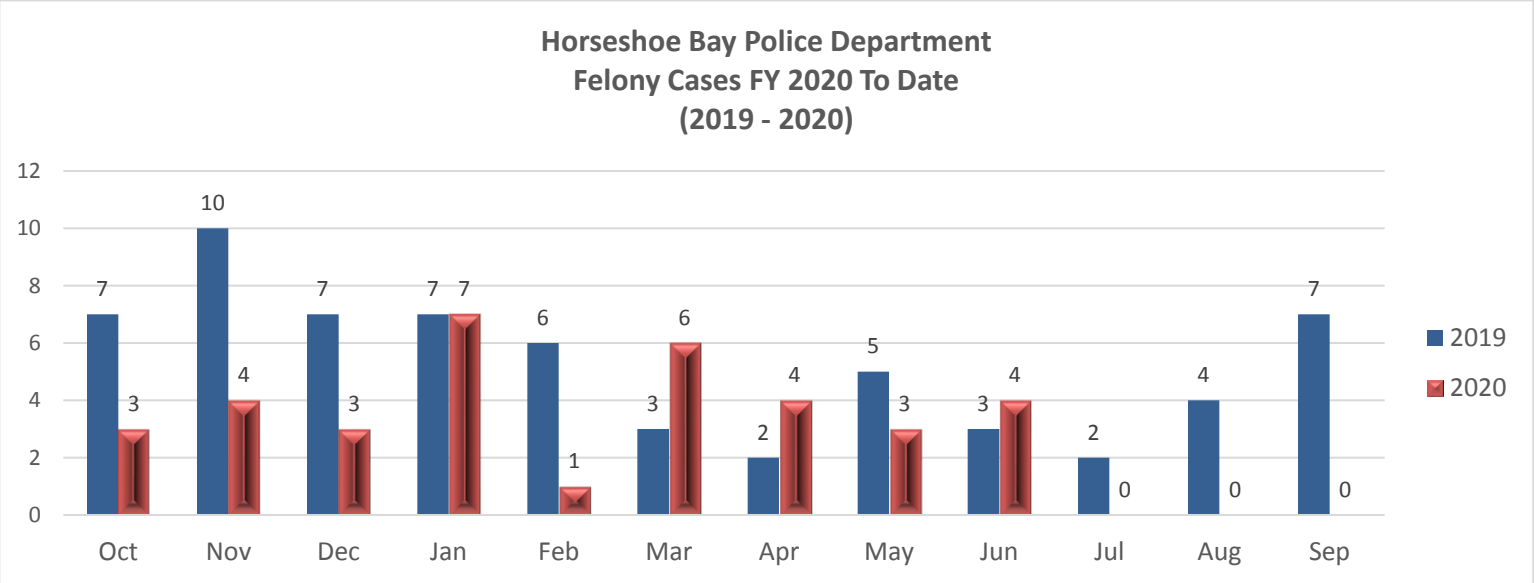

Horseshoe Bay Police Department
Arrest FY 2020 To Date
(2019 - 2020)
16
14
12
10
8
6
4
2
0
6 8
13 8
4 5
9 6
14 1
11 5
7 2
8 5
8 3
11 0
10 0
9 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

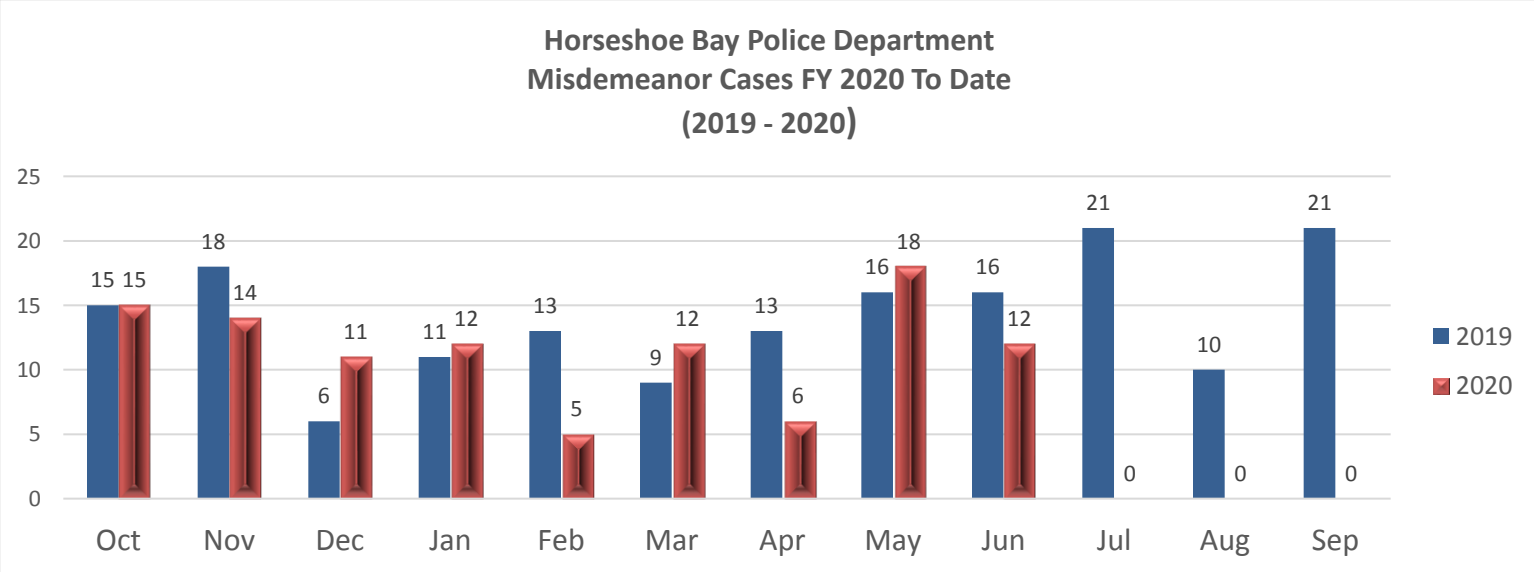

Horseshoe Bay Police Department
Code Enforcement Calls for Service FY 2020 To Date
(2019-2020)
160
140
120
100
80
60
40
20
0
10 29
9 49
23 24
45 101
54 63
28 54
41 94
47 132
60 146
60 0
54 0
72 0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

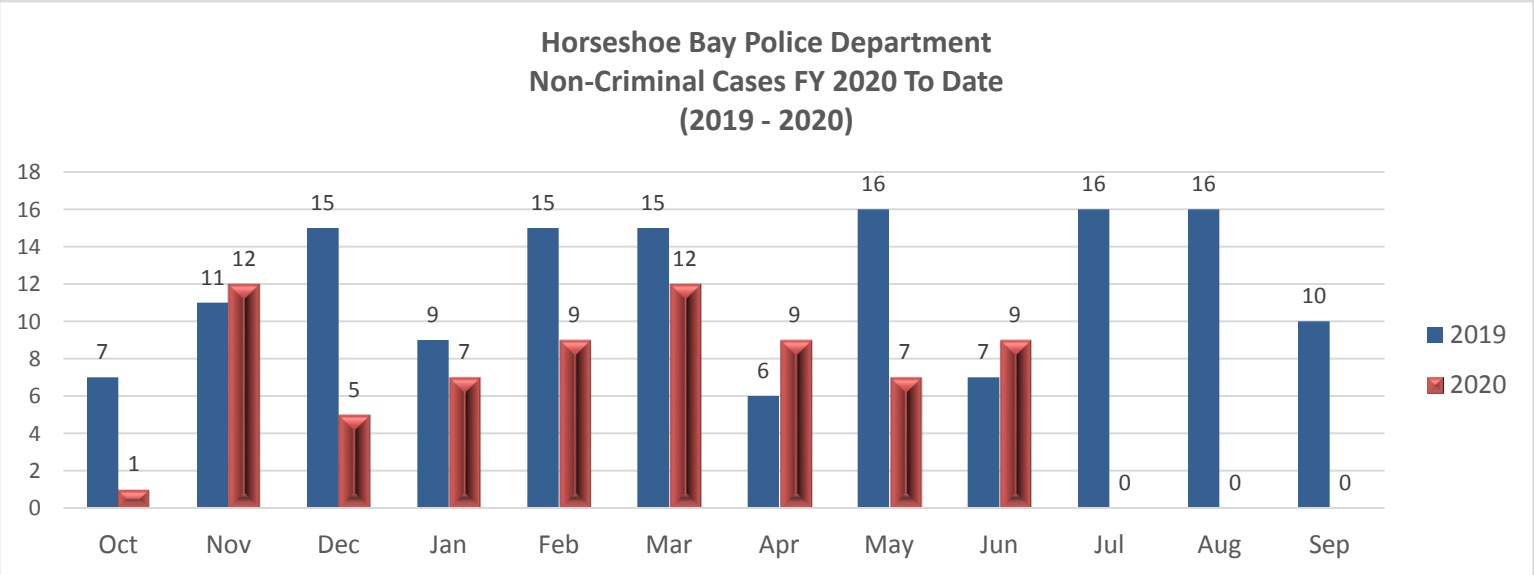

Horseshoe Bay Police Department
Traffic Accidents FY 2020 To Date
(2019 - 2020)
14
12
10
8
6
4
2
0
Oct 1 5
Nov 9 4
Dec 4 0
Jan 2 3
Feb 5 4
Mar 4 2
Apr 10 8
May 13 6
Jun 5 5
Jul 10 0
Aug 8 0
Sep 2 0
2019
2020

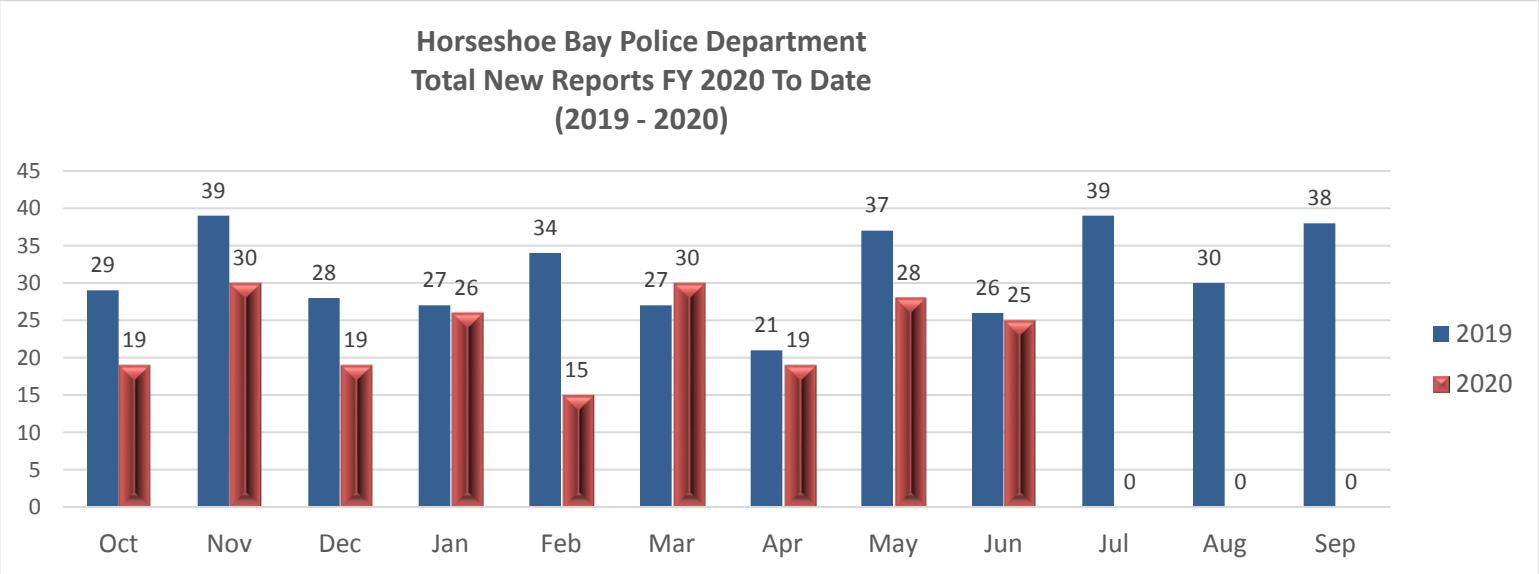

Horseshoe Bay Police Department
Home Security Watches FY 2020 To Date
(2019 - 2020)
40
35
30
25
20
15
10
5
0
Oct 12 14
Nov 20 14
Dec 29 23
Jan 14 13
Feb 11 10
Mar 11 7
Apr 20 1
May 23 11
Jun 15 17
Jul 35 0
Aug 29 0
Sep 20 0
2019
2020

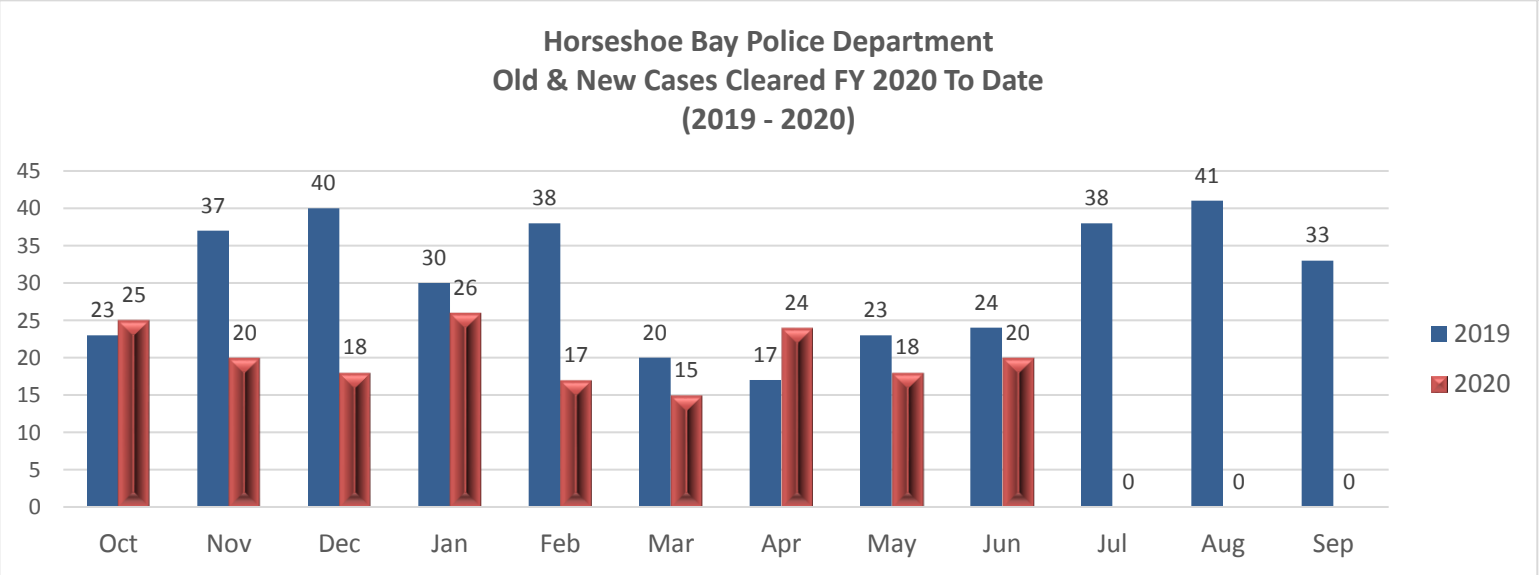

Horseshoe Bay Police Department
Alarms FY 2020 To Date
(2019 - 2020)
35
30
25
20
15
10
5
0
Oct 20 26
Nov 22 17
Dec 25 19
Jan 29 14
Feb 13 21
Mar 22 15
Apr 31 12
May 26 24
Jun 25 14
Jul 31 0
Aug 21 0
Sep 17 0
2019
2020


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 7
6 1
3 6
2 4
5 3
3 4
2 0
4 0
7 0
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
2019
2020


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


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


Horseshoe Bay Police Department
Total New Reports FY 2020 To Date
(2019 - 2020)
45
40
35
30
25
20
15
10
5
0
29
19
39
30
28
19
27
26
34
15
27
30
21
19
37
28
26
25
39
0
30
0
38
0
Oct
Nov
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
26
38
17
20
15
17
24
23
18
24
20
38
0
41
0
33
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020

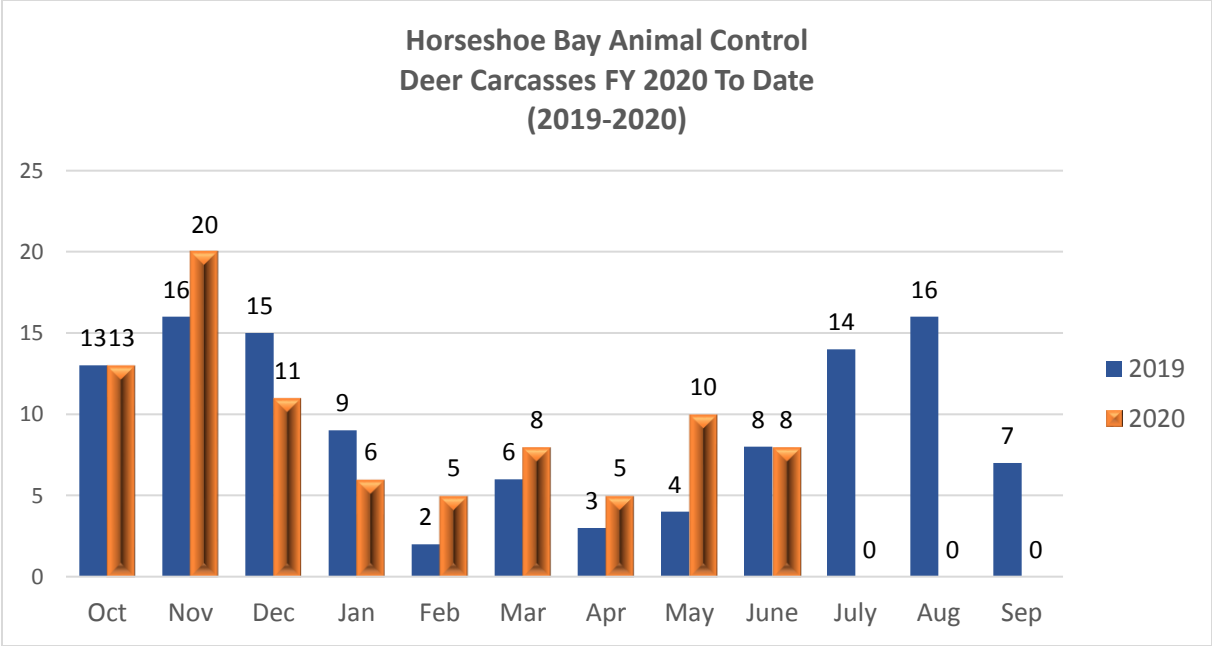
CITY OF HORSESHOE

ANIMAL CONTROL
JUNE 2020 AND FY 2020
ACTIVITY REPORT

The Animal Control Officer's handled approximately One hundred seventy-nine (179) calls within the month of June. One hundred forty-seven (147) of the calls were dispatched through either the Horseshoe Bay Police Department or Marble Falls Police Department, while thirty-two (32) of the calls were initiated by the Animal Control Officer.

The above information reflects the number of calls handled but does not include the number of times traps were checked and did not have an animal in them. Police officers assisted or were assisted by the A.C.O. is twenty-seven (27) of the calls for the month of June.

OPERATIONS	JUNE 2020	JUNE 2019	FYTD 2020	FYTD 2019
Buck Carcasses	1	1	26	21
Doe Carcasses	1	4	51	48
Fawn Carcasses	6	3	9	7
Total Deer Carcasses:	8	8	86	76
Other Carcasses	14	6	104	67
Blue Lake Carcasses	1	0	6	7
Total All Carcasses:	23	14	196	150
Cat related calls	15	10	54	50
Dog related calls	4	13	122	133
Total Other Calls:	127	107	837	637
Total Cat/Dog to HCHS:	10	4	29	39
Total Calls For Service:	179	148	1238	1009


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
6
2
5
6
8
3
5
4
10
8
8
14
0
16
0
7
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sep
2019
2020