



City of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
Phone (830) 598-2424 Fax (830) 598-6538
www.graniteshoals.org

GRANITE SHOALS CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
CITY HALL – COUNCIL CHAMBERS, 2ND FLOOR
2221 N. PHILLIPS RANCH ROAD
TUESDAY, FEBRUARY 23, 2016, 6:00 PM

1. Call meeting to order

2. Invocation

3. Pledge of Allegiance to the flag of the United States and to the Texas flag

*Texas Flag: Honor the Texas flag; I pledge allegiance to thee,
Texas, one state under God, one and indivisible.*

4. Public comment and announcements and Items of Interest *p. 3.5*

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting. No discussion or deliberation can occur. Comments regarding specific agenda items should occur when the item is called. Anyone wishing to speak under this agenda item must complete a Comment Card and submit to the City Secretary prior to addressing the Council.

5. Presentations, Recognitions and Reports *p. 4*

- a. Judge Frank Reilly: Granite Shoals Municipal Court Quarterly Report *p. 5*
- b. Gandolf Burrus, Grant Development Services: Options and information related to upcoming park grant opportunities.
- c. Wendy Gholson, Finance Director: City of Granite Shoals First Quarter Financials and Investment Report. *p. 6-13*

6. Management Reports *p. 14*

a.) City Manager

- Park(s) Grants Update. *p. 15*
- 50th Anniversary Committee: Updates on activities and advertising and vendor booth opportunities and volunteer opportunities. *p. 16-18*
- City Wide Clean Up Day for Spring 2016: April 30, 2016 8 AM to 12 Noon. *p. 19-20*
- LCRA holds open house-style meeting regarding dealing with nuisance vegetation in Lake LBJ, including information program at 3 PM, Wednesday, Feb. 24, 2016, at Granite Shoals Fire Hall. *p. 21*
- Upcoming meeting with Marble Falls ISD representatives February 26, 2016 to discuss possible partnership between city/ISD to create youth athletic playing fields.
- Warrant Round-Up event 2016 *p. 22-23*

- Houseboat issue resolved on Woodland Hills.

b.) Assistant City Manager

- CDBG Grant for water storage tank update. *p. 24*

c.) City Secretary

- Elections Update *p. 25-29*

7. Consent Agenda Items *p. 30*

The items listed are considered to be routine and non-controversial by the City Council and will be approved by one motion, There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence of the regular agenda.

- Approval of City Council Regular Meeting minutes for February 9, 2016. *p. 31-45*
- Approval of professional contract extension with Roxanne Nelson for services as Associate Judge of the Municipal Court, renewing contract for another two-year term. *p. 46-52*
- Approval of professional contract with Lisa Whitehead for services as Associate Judge of the Municipal Court, for a two-year term. *p. 53-59*
- Approval of proposed Ord. #684 to amend the City's General Fee Schedule to remove the 'LCRA Drought Rate Fee for surface system customers' from customer utility bills, related to a drought fee previously charged to the city by LCRA for raw water. *p. 60-65*
- Grant Development Services contract for administration services on Park Grant. *p. 66-74*

Council will individually consider and may take action on any or all of the following items:

8. REGULAR AGENDA ITEMS

- Hear update/report from Mr. Greg Haley, of KC Engineering, Inc., discuss, consider and possibly take action related to options for public road infrastructure improvements, including design and cost options for arterials, and project approval related to grant application(s) discussed at previous City Council meetings December 15, 2015, January 12, 2016, January 26, 2016 and February 9, 2016. (City Manager Ken Nickel) *p. 75-80*
- Discuss, consider and possibly take action related to proposed Ord. #682 Amending City Regulations of alcohol sales, as discussed at the City Council meeting January 26, 2016. (City Manager Ken Nickel/City Attorney Brad Young). *p. 81-86*
- Approval of proposed Ord. #685 to formally adopt the Granite Shoals Deer Management bow-hunting program, as a pilot program for 2016-2017. *p. 87-98*
- Discuss, consider and possibly take action related to the appointment of members to Boards and Committees. (City Secretary Simpson) *p. 99-109*

9. Workshop
Discuss non-conforming structures regulations, follow up on January 12, 2016 Workshop. (Mayor Brugger / City Manager Ken Nickel) *p. 110 - 115*
10. Written Reports
- a. Code *p. 117*
 - b. Fire *p. 118*
 - c. Streets *and Parks p. 120 - 121*
 - d. Police *p. 122 -*
11. Future Meetings and Agenda Items *p. 124 - end*
- o Review Agenda Calendar
 - o Identification of future agenda items
12. Adjournment

CERTIFICATION

I certify that the foregoing agenda has been posted at Granite Shoals City Hall, 2221 N. Phillips Ranch Road, both on the indoor bulletin board and the six panel Park Information and City Notice Outdoor Bulletin Board cases which are accessible to the public at all times, and the city website at www.graniteshoals.org on Friday, February 19, 2016 on or before 6:00 p.m. and shall remain there continuously from such time until after this meeting is adjourned on Tuesday, February 23, 2016. City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 8 hours prior to this meeting. Please contact the City Secretary at (830) 598-2424 for further information.



Elaine Simpson

For Elaine Simpson, TRMC/MMC, City Secretary

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and/or 418.183 (homeland security).



**City of Granite Shoals, Texas
City Council Regular Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: Item 4 – Public Comment and Staff Announcements

AGENDA CAPTION

- At this time, any person with business before the Council not scheduled on the agenda may speak to the Council.
- No formal action can be taken on these items at this meeting.
- No discussion or deliberation can occur.
- Comments regarding specific items should occur when the item is called on the agenda.
- Anyone wishing to speak under this agenda item must complete a “Comment Card” and submit it to the City Secretary prior to addressing the Council.

Staff Announcements (announcements of community interest) :

The Texas Open Meetings Act effective September 1, 2009, provides that “a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.”

The law provides that an “**item of community interest**” includes the following:

- expressions of thanks, congratulations, or condolence;
- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and,
- announcements involving imminent public health and safety threats to the city.

The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.

Please see posting agenda for list of activities that are planned for promotion on meeting night. There may be additional items of community interest to be mentioned on meeting night, that are not officially scheduled as this agenda is going to print.



**City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: Item 5. Presentations and Recognitions
Prepared by: Elaine Simpson, City Secretary
Department: Administration
Submitted by: Elaine Simpson, City Secretary

BACKGROUND

5. Presentations, Recognitions and Reports
 - a. Judge Frank Reilly: Granite Shoals Municipal Court Quarterly Report
 - b. Gandolf Burrus, Grant Development Services: Options and information related to upcoming park grant opportunities.
 - c. Wendy Gholson, Finance Director: City of Granite Shoals First Quarter Financials and Investment Report.

MUNICIPAL COURT REPORT
October - December 2015

Open Cases at beginning of Quarter: 1075

New Cases Filed (opened):

Traffic	115
State Law	26
City Ordinance	2
Total	143

Disposition of cases closed before Court:

Uncontested at Window	95	58%
Dismissed by Prosecutor	5	3%
Bench Trial / Jury Trial	0	0%
Community Service / Jail Credit	30	18%
Driver Safety Course	22	13%
Compliance	13	8%
Total	165	

TOTAL OPEN CASES: 1053

PENDING COMPLETION OF PAYMENT PLAN: 26

WARRANTS:

Issued	18
Executed (served)	2

REVENUE:

TO CITY	\$20,665.98
TO STATE	\$10,138.82
NON-CASH CREDITS	\$3,722.10
LOST DUE TO DISMISSAL	\$1,245.00

Note from Judge Reilly:

*Financial Statements
and
Investment Report
(Unaudited)
as of
December 31, 2015
25% of Fiscal Year*



*Prepared by Wendy M. Gholson, Director of Finance
2/18/2016*

FINANCE
Monthly Report

Period Ending 12/31/2015

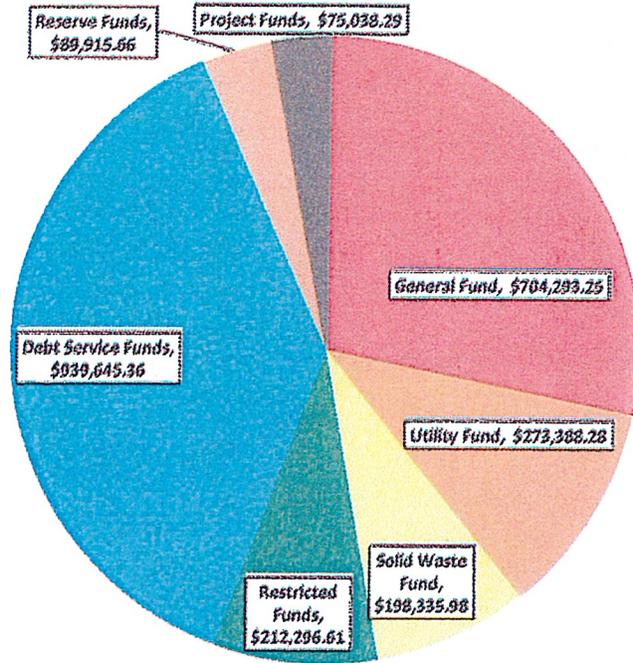
BUDGET vs. ACTUAL	PERCENT OF YEAR COMPLETED: 25.00%				
	REVENUES		EXPENDITURES		Surplus (Deficit)
	FY 2016 Budget	Actual	FY 2016 Budget	Actual	
100 General Fund	\$ 3,000,252.00	\$ 1,066,109.99	\$ (2,970,811.94)	\$ (750,638.91)	\$ 315,471.08
200 Utility Fund	\$ 1,655,720.00	\$ 421,313.69	\$ (1,654,488.03)	\$ (384,787.45)	\$ 36,526.24
250 Solid Waste Fund	\$ 597,400.00	\$ 150,051.26	\$ (597,315.12)	\$ (108,665.80)	\$ 41,385.46
350 Restricted Parks Fund	\$ 41,100.00	\$ 22,653.90	\$ (42,500.00)	\$ (8,056.16)	\$ 14,597.74
360 Hotel Tax Fund	\$ 20,000.00	\$ 10,340.28	\$ (12,000.00)	\$ (2,886.11)	\$ 7,354.17
370 Street Maintenance Fund	\$ 33,250.00	\$ 8,227.65	\$ (33,250.00)	\$ -	\$ 8,227.65
375 Police Seizure Fund	\$ -	\$ -	\$ -	\$ (650.00)	\$ (650.00)
376 Law Enforcement Education Fd	\$ -	\$ -	\$ -	\$ -	\$ -
380 City Cleanup Fund	\$ 19,625.00	\$ 5,915.75	\$ (21,650.00)	\$ (10,617.08)	\$ (4,701.33)
390 Court Technology Fund	\$ 2,700.00	\$ 586.82	\$ -	\$ -	\$ 586.82
391 Court Building Security Fund	\$ 2,000.00	\$ 440.13	\$ -	\$ (389.92)	\$ 50.21
400 Debt Service Fund	\$ 986,519.00	\$ 532,340.53	\$ (996,871.00)	\$ (21,697.65)	\$ 511,242.88
501 Govt Equipment Reserve	\$ 25,000.00	\$ 6,249.99	\$ -	\$ -	\$ 6,249.99
502 Utility Equipment Reserve	\$ 13,800.00	\$ 3,513.31	\$ -	\$ -	\$ 3,513.31
505 CDBG #713199	\$ -	\$ 14,736.37	\$ -	\$ (20,423.87)	\$ (5,687.50)
506 AMR Project	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 6,397,366.00	\$ 2,242,479.67	\$ (6,328,886.09)	\$ (1,308,312.95)	\$ 934,166.72

FINANCE
Monthly Report

Period Ending 12/31/2015

FUND BALANCES (Available Capital)	PERCENT OF YEAR COMPLETED: 25.00%				
	Beginning @ 10/01	YTD Revenues	YTD Expenses	Ending	% of Total
100 General Fund	\$ 388,822.17	\$ 1,066,109.99	\$ (750,638.91)	\$ 704,293.25	28.25%
200 Utility Fund	\$ 236,862.04	\$ 421,313.69	\$ (384,787.45)	\$ 273,388.28	10.97%
250 Solid Waste Fund	\$ -	\$ 150,051.26	\$ (108,665.80)	\$ 198,335.98	7.96%
350 Restricted Parks Fund	\$ 35,727.25	\$ 22,653.90	\$ (8,056.16)	\$ 50,324.99	2.02%
360 Hotel Tax Fund	\$ 101,757.47	\$ 10,340.28	\$ (2,986.11)	\$ 109,111.64	4.38%
370 Street Maintenance Fund	\$ 6,660.43	\$ 8,227.65	\$ -	\$ 14,888.08	0.60%
375 Police Seizure Fund	\$ 2,951.02	\$ -	\$ (650.00)	\$ 2,301.02	0.09%
376 Law Enforcement Education Fd	\$ 2,651.14	\$ -	\$ -	\$ 2,651.14	0.11%
380 City Cleanup Fund	\$ 33,911.80	\$ 5,915.75	\$ (10,617.08)	\$ 29,210.47	1.17%
390 Court Technology Fund	\$ 1,514.68	\$ 586.82	\$ -	\$ 2,101.50	0.08%
391 Court Building Security Fund	\$ 1,657.56	\$ 440.13	\$ (389.92)	\$ 1,707.77	0.07%
400 Debt Service Fund	\$ 428,402.48	\$ 532,340.53	\$ (21,097.65)	\$ 939,645.36	37.69%
501 Govt Equipment Reserve	\$ -	\$ 6,249.99	\$ -	\$ 6,249.99	0.25%
502 Utility Equipment Reserve	\$ 80,152.36	\$ 3,513.31	\$ -	\$ 83,665.67	3.36%
505 CDBG #713199	\$ 7,313.20	\$ 14,736.37	\$ (20,423.87)	\$ 1,625.70	0.07%
506 AMR Project	\$ 73,412.59	\$ -	\$ -	\$ 73,412.59	2.94%
Total	\$ 1,401,796.19	\$ 2,242,479.67	\$ (1,308,312.95)	\$ 2,492,913.43	100.00%

FUND BALANCES @ 12/31/2015



FINANCE Monthly Report

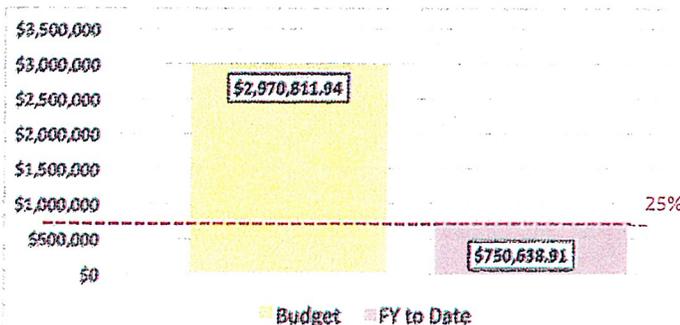
Period Ending 12/31/2015

PERCENT OF YEAR COMPLETED: 25.00%

GENERAL FUND -REVENUES	FY 2016 Budget		Current Period	FY to Date	% of Budget
	ORIGINAL	PROPOSED			
Property Taxes	\$ 1,261,291	\$ 1,261,291.00	\$ 547,085.22	\$ 679,101.38	53.84%
General Sales Tax	\$ 145,000	\$ 145,000.00	\$ 9,568.37	\$ 32,897.37	22.69%
Sales Tax for Prop Tax Relief	\$ 60,065	\$ 60,065.00	\$ 4,784.19	\$ 4,784.19	7.97%
Mixed Beverage Tax	\$ 3,000	\$ 3,000.00	\$ -	\$ 99.49	3.32%
Franchise Fees	\$ 149,000	\$ 149,000.00	\$ -	\$ 21,491.60	14.42%
Tower Lease	\$ 35,940	\$ 35,940.00	\$ 1,020.00	\$ 3,062.36	8.52%
Fire Protection & Aux	\$ 244,979	\$ 244,979.00	\$ 23,341.20	\$ 78,762.35	32.15%
Building Permits	\$ 54,000	\$ 54,000.00	\$ 5,152.65	\$ 19,934.00	36.91%
Municipal Court Fees/Fines	\$ 95,000	\$ 95,000.00	\$ 6,539.91	\$ 21,904.12	23.06%
Grant Proceeds	\$ 3,500	\$ 3,500.00	\$ -	\$ -	0.00%
Financing Proceeds	\$ 125,344	\$ 125,344.00	\$ -	\$ -	0.00%
G&A Reimbursements	\$ 370,572	\$ 370,572.00	\$ 30,881.00	\$ 92,643.00	25.00%
Water Fund Franchise & PILOT	\$ 400,102	\$ 400,102.00	\$ 33,341.83	\$ 100,025.49	25.00%
Solid Waste Franchise	\$ 22,059	\$ 22,059.00	\$ 1,838.25	\$ 5,514.75	25.00%
Other	\$ 29,700	\$ 30,400.00	\$ 2,291.46	\$ 5,289.89	19.37%
TOTAL	\$ 2,999,552	\$ 3,000,252.00	\$ 665,244.08	\$ 1,066,109.89	35.53%



GENERAL FUND -EXPENDITURES	FY 2016 Budget		Current Period	FY to Date	% of Budget
	ORIGINAL	PROPOSED			
Non-Departmental	\$ (147,991)	\$ (147,991.00)	\$ (5,260.56)	\$ (38,832.22)	26.24%
Animal Control	\$ (87,900)	\$ (87,899.76)	\$ (3,587.48)	\$ (20,886.25)	23.76%
Fire	\$ (412,089)	\$ (412,089.27)	\$ (36,956.08)	\$ (118,912.80)	28.86%
Finance	\$ (206,008)	\$ (206,007.68)	\$ (11,197.55)	\$ (55,344.17)	26.87%
Code Compliance	\$ (138,979)	\$ (138,979.16)	\$ (8,463.93)	\$ (30,349.56)	21.84%
Administration	\$ (367,224)	\$ (367,223.96)	\$ (31,190.26)	\$ (99,061.32)	26.98%
Police	\$ (594,855)	\$ (595,555.31)	\$ (77,849.07)	\$ (266,351.38)	26.75%
Streets	\$ (481,897)	\$ (481,896.74)	\$ (25,631.20)	\$ (82,647.64)	17.15%
Parks	\$ (67,647)	\$ (67,646.98)	\$ (4,241.62)	\$ (16,893.77)	24.97%
Municipal Court	\$ (65,522)	\$ (65,522.08)	\$ (8,792.66)	\$ (21,359.80)	32.60%
TOTAL	\$ (2,970,112)	\$ (2,970,811.94)	\$ (213,170.41)	\$ (750,638.91)	25.27%

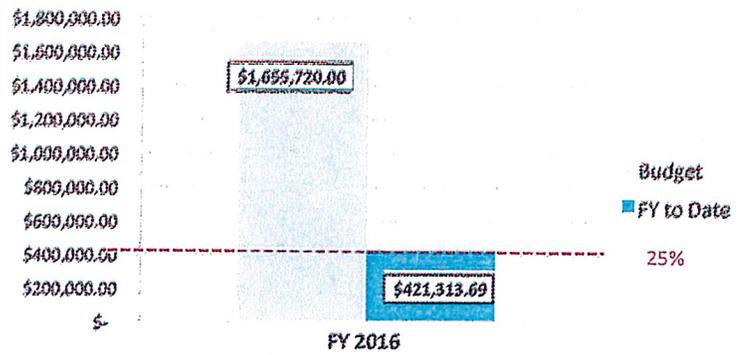


FINANCE
Monthly Report

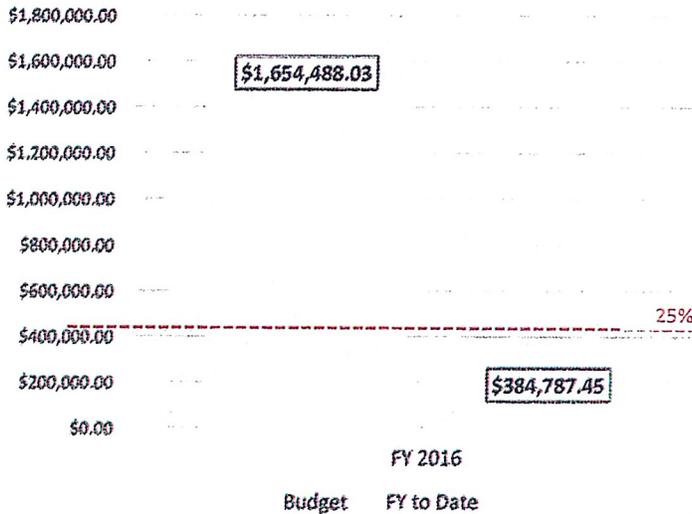
Period Ending 12/31/2015

PERCENT OF YEAR COMPLETED: 25.00%

UTILITY FUND - REVENUES	FY 2016 Budget		Current Period	FY to Date	% of Budget
	ORIGINAL	PROPOSED			
Water Sales	\$ 1,506,600	\$ 1,506,600.00	\$ 106,896.23	\$ 381,157.63	25.30%
Water Taps	\$ 15,000	\$ 15,000.00	\$ (900.00)	\$ 5,300.00	35.33%
New Account Fees	\$ 11,000	\$ 11,000.00	\$ 1,000.00	\$ 2,280.00	26.18%
Delinquency Fees	\$ 82,000	\$ 82,000.00	\$ 6,760.00	\$ 21,640.00	26.39%
Drought Surcharge - LCRA	\$ 12,720	\$ 12,720.00	\$ 1,074.00	\$ 3,214.00	25.27%
Credit Card Fees	\$ 19,000	\$ 19,000.00	\$ 1,905.00	\$ 5,675.00	29.87%
Other	\$ 9,400	\$ 9,400.00	\$ 441.37	\$ 1,467.06	15.39%
TOTAL	\$ 1,655,720	\$ 1,655,720.00	\$ 117,176.60	\$ 421,313.69	25.45%



UTILITY FUND - EXPENDITURES	FY 2016 Budget		Current Period	FY to Date	% of Budget
	ORIGINAL	PROPOSED			
Non-Departmental	\$ (11,900)	\$ (11,900.00)	\$ -	\$ 400.51	
Water	\$ (1,558,211)	\$ (1,558,210.67)	\$ (98,122.85)	\$ (362,992.88)	23.30%
Customer Service	\$ (84,377)	\$ (84,377.36)	\$ (8,993.38)	\$ (22,195.08)	26.30%
TOTAL	\$ (1,654,488)	\$ (1,654,488.03)	\$ (107,116.23)	\$ (384,787.45)	23.26%



FINANCE
Monthly Report

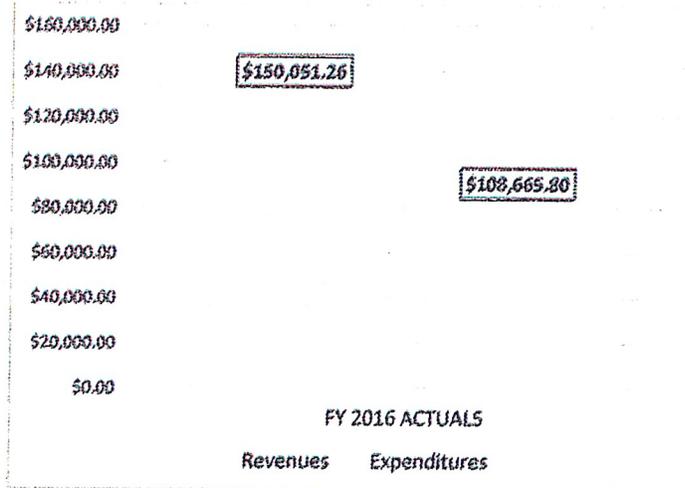
Period Ending 12/31/2015

PERCENT OF YEAR COMPLETED: 25.00%

SOLID WASTE FUND		FY 2016 Budget		Current Period	FY to Date	% of Budget
- REVENUES		ORIGINAL	PROPOSED			
Bulk Trash Disposal	\$	-	\$ -	\$ 130.00	\$ 612.00	
SW Collection - Residential	\$	524,000	\$ 524,000.00	\$ 43,338.03	\$ 130,017.36	24.81%
SW Collection - Commercial	\$	73,400	\$ 73,400.00	\$ 6,442.75	\$ 19,421.90	26.46%
TOTAL	\$	597,400	\$ 597,400.00	\$ 49,910.78	\$ 150,051.26	25.12%

SOLID WASTE FUND		FY 2016 Budget		Current Period	FY to Date	% of Budget
- EXPENDITURES		ORIGINAL	PROPOSED			
Customer Service	\$	(597,315)	\$ (597,315.12)	\$ (7,628.88)	\$ (108,665.80)	18.19%
TOTAL	\$	(597,315)	\$ (597,315.12)	\$ (7,628.88)	\$ (108,665.80)	18.19%

Note - Expenditures do not include December billing of \$41,734.71 paid in January



City of Granite Shoals, Texas
 Quarterly Investment Report
 Period Ending 12/31/2015

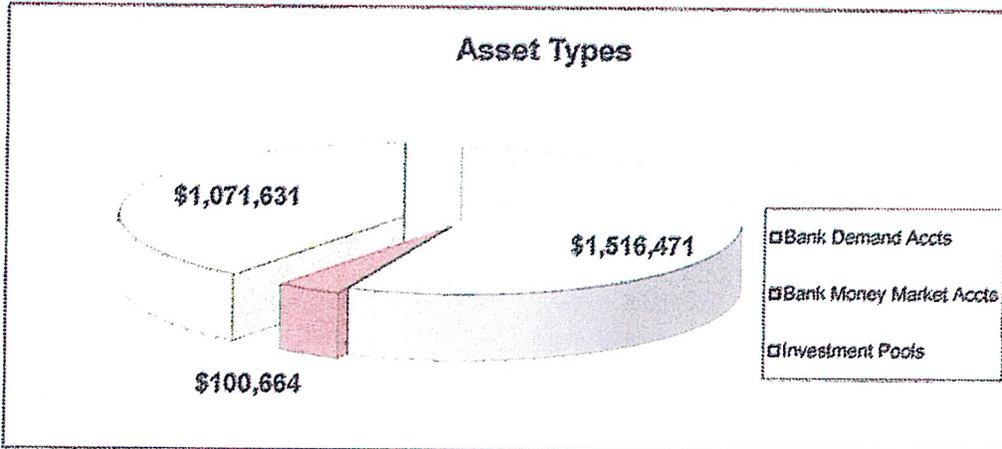
Beginning Book Value	\$ 2,217,257
Beginning Market Value	\$ 2,217,257
Beginning Weighted Average Maturity	1 day(s)
Beginning Weighted Average Yield	0.184%

Ending Book Value	\$ 2,688,766
Ending Market Value	\$ 2,688,766
Ending Weighted Average Maturity	1 day(s)
Ending Weighted Average Yield	0.244%
Unrealized Gain/(Loss)	0.000%

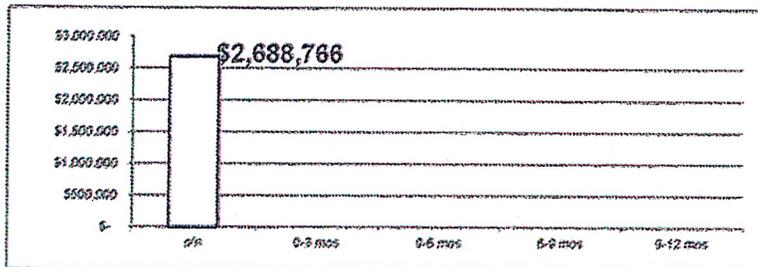
Change in Market Value \$ 471,509

Benchmark Yield (3-Month Treasury Bill) 0.220% @ 01/1/2016

Allocation by Type of Investment



Allocation by Maturity Date



CITY OF GRANITE SHOALS, TEXAS
Quarterly Investment Inventory Report
Period Ending 12/31/2015

Purchase Date	Custodian	Security	Internal Fund/BL Acct	Coupon or Avg Rate	Maturity Date	Yield	Par	Days to Maturity	Beginning Book	Ending Book	Ending Market	Period Earnings
Bank Demand Accounts												
07/10/2012	First State Bank	Operating (3715)	999-100-1001	0.250%	12/31/15	0.250%	n/a	1	\$ 788,803.55	\$ 1,304,824.85	\$ 1,304,824.85	\$ 423.70
07/10/2012	First State Bank	Customer Deposits (3723)	200-100-1005	0.250%	12/31/15	0.250%	n/a	1	\$ 98,596.30	\$ 102,043.47	\$ 102,043.47	\$ 62.94
07/10/2012	First State Bank	Restricted Parks (3766)	350-100-1010	0.250%	12/31/15	0.250%	n/a	1	\$ 9,252.76	\$ 9,253.59	\$ 9,253.59	\$ 5.83
03/19/2014	First State Bank	Park Grants-Outdoor Rec (3758)	350-100-1011	0.250%	12/31/15	0.250%	n/a	1	\$ 2.04	\$ 2.04	\$ 2.04	\$ -
07/10/2012	First State Bank	Park Grants #2-Trail (5243)	350-100-1012	0.250%	12/31/15	0.250%	n/a	1	\$ 26,053.85	\$ 26,119.59	\$ 26,119.59	\$ 19.74
07/10/2012	First State Bank	Police Seizure (3782)	375-100-1005	0.000%	12/31/15	0.000%	n/a	1	\$ 2,951.02	\$ 2,991.02	\$ 2,991.02	\$ -
07/10/2012	First State Bank	Police Educ. (3774)	400-100-1004	0.000%	12/31/15	0.000%	n/a	1	\$ 3,038.26	\$ 2,651.14	\$ 2,651.14	\$ -
07/10/2012	First State Bank	Debt Fund (3731)	400-100-1015	0.250%	12/31/15	0.250%	n/a	1	\$ 79,221.94	\$ 58,167.34	\$ 58,167.34	\$ 43.05
07/10/2012	First State Bank	Utility Grant (3790)	505-100-1016	0.250%	12/31/15	0.250%	n/a	1	\$ 37,442.05	\$ 10,813.20	\$ 10,813.20	\$ -
		Subtotal Bank Accounts							\$ 1,045,403.77	\$ 1,516,471.22	\$ 1,516,471.22	\$ 557.26
Bank Money Market Accounts												
05/30/2014	Anthem Bank & Trust	Operating (6755)	999-100-1001	0.035%	12/31/15	0.036%	n/a	1	\$ 100,575.36	\$ 100,664.11	\$ 100,664.11	\$ 88.75
Investment Pools												
11/27/1996	Taxpool	General Fund (001)	100-100-1007	0.24%	12/31/15	0.24%	n/a	1	\$ 66,262.56	\$ 66,284.48	\$ 66,284.48	\$ 21.92
11/27/1996	Taxpool	Customer Deposits (002)	300-100-1004	0.24%	12/31/15	0.24%	n/a	1	\$ 184,302.70	\$ 184,318.99	\$ 184,318.99	\$ 61.00
11/27/1996	Taxpool	Utility Fund (003)	200-100-1006	0.24%	12/31/15	0.24%	n/a	1	\$ 235.55	\$ 270.06	\$ 270.06	\$ -
09/30/2014	Taxpool	Restricted Park Funds (009)	350-100-1006	0.24%	12/31/15	0.24%	n/a	1	\$ 7.01	\$ 0.01	\$ 0.01	\$ -
11/27/1996	Taxpool	Pooled Investments (007)	998-100-1070	0.24%	12/31/15	0.24%	n/a	1	\$ 890,455.94	\$ 820,756.97	\$ 820,756.97	\$ 271.63
		Subtotal Investment Pools							\$ 1,071,275.96	\$ 1,071,630.51	\$ 1,071,630.51	\$ 354.58
TOTALS									\$ 2,217,237.09	\$ 2,217,257.09	\$ 2,689,765.94	\$ 1,000.58

Average Weighted Maturity 1 day(s)
Average Weighted Yield 0.244%

The investment portfolio of the City of Granite Shoals is in compliance, and this quarterly report has been prepared in compliance with the Public Funds Investment Act and the City of Granite Shoals Investment Policy.

Wendy M. Gholsch
Wendy M. Gholsch
Director of Finance



**City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: 6. Management Reports
Prepared By: City Secretary
Department: Administration
Submitted By: City Secretary

AGENDA CAPTION

6. Management Reports

a.) City Manager

- Park(s) Grants Update.
- 50th Anniversary Committee: Updates on activities and advertising and vendor booth opportunities and volunteer opportunities.
- City Wide Clean Up Day for Spring 2016: April 30, 2016 8 AM to 12 Noon.
- LCRA holds open house-style meeting regarding dealing with nuisance vegetation in Lake LBJ, including information program at 3 PM, Wednesday, Feb. 24, 2016, at Granite Shoals Fire Hall.
- Upcoming meeting with Marble Falls ISD representatives February 26, 2016 to discuss possible partnership between city/ISD to create youth athletic playing fields.
- Resolution of issue with dilapidated Houseboat on Woodland Hills.
- Warrant Roundup.

b.) Assistant City Manager

- CDBG Grant for water storage tank update.

c.) City Secretary

- Elections Update

Granite Shoals Quarry Park



Land and Water Conservation Fund A Cooperative Project for Outdoor Recreation

Sponsored by the

CITY OF GRANITE SHOALS, TEXAS

With Funding Assistance from the

TEXAS PARKS AND WILDLIFE DEPARTMENT

NATIONAL PARKS SERVICES – DEPARTMENT OF THE INTERIOR

Project Number 48-00-1119

January 1, 2016

Saturday, April 23, 2016

Fun Run – 5K with

Leo Manzano

Olympic Champion

Free Music Festival

headlined by

John Arthur Martinez

Games and Crafts for kids

Food and craft vendors

Free hot dogs

Birthday Cake

Giant Piñata

Sunday, April 24, 2016

City Wide Worship Service

at City Hall grounds

2221 N. Phillips Ranch Road

11:00 AM



APRIL 23-24, 2016

www.graniteshoals.org

Have Questions?

Contact...

City of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
830-598-2424
customerservice@graniteshoals.org

**Return applications to City Hall
by February 29, 2016.**

Would you like to volunteer?
Contact City Hall

**Vendor & Activity
Booth Application**



**Vendor & Activity
Booth Application**



Vendor Copy—pg 4

Vendor Copy

Vendor Name: _____

Contact Person: _____

Cell Phone: _____

Email: _____

Space Size Requirements: _____

Brief description of items and price ranges you intend to sell. Only items listed will be permitted.

I, _____

Please print name

Signature of Vendor

AGREEMENT: By signing the agreement, the exhibitor agrees to abide by these rules and regulations and the decision of the Event

Company Name: _____

Committee Copy

VENDOR: The vendor is required to keep at least one attendant in his/her booth during all event hours.

TABLES & TENTS: Provided by vendor

COST: No cost for exhibit space. Space must be reserved by **February 29, 2016.**

NOISE: Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems or any noise-making machines must be operated so that resulting noise will not annoy or disturb adjacent exhibitors and their patrons

INSTALLATION: Concessionaires and exhibitors may begin setting up at **8:00 am Saturday**, and must be ready for occupancy no later than **10:30 am.**

DISMANTLING: Dismantling may begin immediately after **6:00 pm Saturday** and **NOT BEFORE.** Clearance of all materials must be completed no later than **8:00 pm Saturday. THIS WILL BE STRICTLY ENFORCED.**

WATER AND ELECTRICAL: Vendors are responsible for water and electrical needs. Generators are allowed at the expense of the vendor.

CANCELLATION: Notify the City of Granite Shoals by **April 16, 2016** to cancel space.

GENERAL: All matters and questions not covered by this agreement are subject to the decision of the 50th Anniversary Committee.

LIABILITY AND INSURANCE: Every reasonable precaution will be taken by the City to protect property during installation, event period and removal. However, neither the Event Committee, service contractors, any officers, staff members or directors of same, are responsible for the safety of property of exhibitors from theft or damage by fire, accident, vandalism or other cause. Guards employed by the Event are on duty day and night; however management cannot be held responsible for exhibitor's property, whether located at their exhibit or anywhere else inside or outside the event area. Small and especially valuable materials should be safely packed away by the exhibitor during hours when the exhibit is not manned. If Exhibitor feels he needs additional protection to cover hazards outlined above, he should take out his own insurance. All property of the exhibitor will remain under his custody and control in transit to and from within the confines of the Event area subject to rules and regulations of the event. Vendors are advised to carry appropriate insurance to cover display materials against injury to persons and property of others. By execution of this agreement, the concessionaire agrees to hold harmless the Event from any claims arising out of the physical operations and product related exposures of their booth.

SAFETY, FIRE, HEALTH AND SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: This exhibitor shall assume all responsibility for compliance with local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, displays and exhibit materials.

Detach Here

Detach Here

Detach Here

Vendor Copy—pg.2

Vendor Copy—pg.3



*****MARK YOUR CALENDARS FOR APRIL 30, 2016 *****

CITY WIDE CLEAN UP

FROM: 8:00 A.M.--12:00 P.M.

LOCATION: City Hall property-2221 N. Phillips Ranch Rd.

Residents Only

NEED TO BRING: Current Water Bill and Driver's License

NO CONTRACTORS ALLOWED

THE FOLLOWING ARE ACCEPTED AND NOT ACCEPTED FOR CITY WIDE CLEAN UP:

ACCEPTED ITEMS

- Bundles of branches
- Bagged Leaves
- Bagged Trash
- Loose Yardage
- Water Heater
- Large Furniture: sofa, Recliner, etc.,
- Appliances: washer, dryer, microwave, dishwasher
- Stove (no items containing Freon)
- Mattresses
- Toilet, Scrap Metal
- Tires with or without rims (\$3.00 ea for recycle fee)

ITEMS NOT ACCEPTED

- Bags of Cement
- Cinder Blocks
- Batteries
- Chemicals
- Oil, Antifreeze
- Wet Paint
- Rocks
- Dirt
- Dead Animals

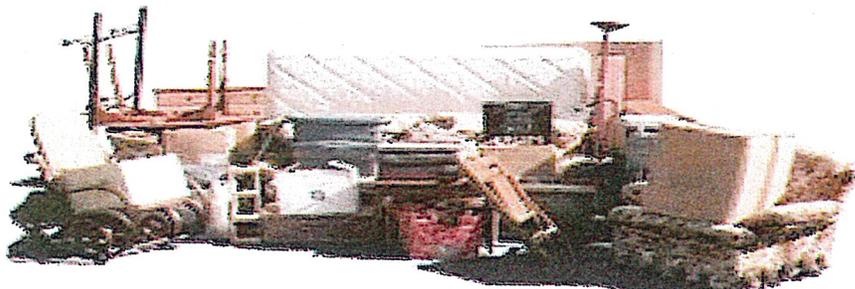


Bi-Monthly Services

FREE PICK UP EVERY OTHER FRIDAY PER SCHEDULE

FOR MORE INFORMATION VISIT CITY WEBSITE OR CALL REPUBLIC AT 830-693-3513

www.graniteshoals.org





****Marquen sus calendarios para el 30 de abril de 2016**

LIMPIEZA DE TODA LA CUIDAD

DE: 8 AM HASTA LAS 12 DEL MEDIO DIA

UBICACIÓN: AYUNAMIENTO DE LA PROPIEDAD – 2221 N. PHILLIPS RANCH RD.

SOLAMENTE PARA LOS RESIDENTES DE LA CUIDAD

Es **NECESARIO** traer su Bill de agua actual y su licencia de conducir.

NO SE PERMITEN CONTRATISTAS

LO SIGUIENTE SON LOS ARTICULOS ACEPTADOS Y NO ACEPTADOS PARA LA LIMPIEZA

ARTICULOS ACEPTADOS

- BULTOS DE RAMAS
- BOLSAS DE HOJAS
- BOLSAS DE BASURA
- YARDAGE SUELTO
- CALENTADORES DE AGUA
- MUEBLES GRANDES: sofás, sillón reclinable, etc..
- ELECTRODOMESTICOS: lavadora, secadora, microondas, etc.
- ESTUFA (artículos que no contengan freon)
- COLCHONES
- FIERRO DESECHOS
- TASA DE BANO
- TELEVISION (si el tubo esta quebrado)
- LLANTAS CON O SIN RINES (cuota de \$3 por reciclaje)

ARTICULOS NO ACEPTADOS

- BOLSAS DE CEMENTO
- BLOQUES DE CEMENTO
- BATERIAS
- PRODUCTOS QUIMICOS
- PETROLIO(ACEITE)
- ANTICONGELANTES
- ANIMALES MUERTOS
- PINTURA
- PIEDRAS
- TIERRA



SERVICIO BI-SEMANAL

TAMBIEN SE OFRECE SERVICIO GRATUITO DE RECOJER BASURA DE BULTO CADA DOS SEMANAS – SOLAMENTE LOS VIERNES –

PARA MAS INFORMACION LLAMA AL: 830-693-3513



Managing nuisance aquatic vegetation on the Highland Lakes

Property owners on lakes Inks, LBJ and Marble Falls are invited to learn about treatment zones for homeowners wanting to manage aquatic vegetation, and how to minimize nuisance aquatic plant growth.

OPEN HOUSES

Feb. 24, 3-6 p.m.

Granite Shoals Fire Hall
8410 West FM 1431
Granite Shoals, TX 78654

March 1, 3-6 p.m.

Quail Point Community Center
107 Twilight Lane
Horseshoe Bay, TX 78657

Doors open at 3 p.m. Come and talk with an LCRA representative, and stay for a program at 3, 4 or 5 p.m. Learn how the zone management program works, and find out how you can help prevent the growth of nuisance aquatic plants.

For more information: lcra.org/waterweeds



rtman and his band will be fill Mar-
 lion, 307 Buena Vista Drive in in
 p.m. Barbecue with beer, wine and
 l from 6:30-8 p.m.
 ople go to the places that we play
 in, promising a boot scooting good
 er person are available at the CASA
 sa.com or by calling the CASA of-
 be conducted, but ticket sales are

Boots & BBQ... see Page 8A

Aces Charity

le right up to Sunday for the Caring
 e held Sunday, Feb. 21, at On the
 ottonwood Drive, in Cottonwood

clude are available by email, Ca-
 cy include three-course dinner, a
 to a silent auction and a chance
 g Aces. Guest speaker will be Bill
 director of the Marble Falls/Lake
 e.

ned by Nitro Ace Services to ben-
 ire Highland Lakes Area.
 ed organically during the first few
 usiness," said Lori Bingham, gen-
 ould, and still do, call us at all
 asking if we could run an elderly
 gency room. The ambulance ride
 ge (at that time) but the ride back
 ility and they averaged between

Caring Aces... see Page 2A

By GLYNIS CRAWFORD SMITH
 THE HIGHLANDER

The Lower Colorado River Authority
 (LCRA) Board of Directors on Wednes-
 day, Feb. 17, approved a new Interruptible
 Agricultural Drought Contingency Plan.

That was action the Marble Falls City
 Council anticipated after hearing the re-
 port Tuesday, Feb. 16, from Jo Karr Ted-
 der, president of the Central Texas Water
 Coalition. Tedder had come both to report
 on the work of the CTWC and receive the

renewal granted by the council for mem-
 bership in the CTWC.

As a municipal member the city will
 contribute \$5,000 from Hotel Occupancy
 Tax funds.

"We are doing what you can't do—
 providing a voice with the LCRA and
 the Texas Commission on Environmental
 Quality (TCEQ)."

Tedder praised the work of the LCRA
 board in the last year.

"There are new people coming into the
 LCRA," she said. "They are listening."

Regarding the
 ter plan, its more
 to assess supplies
 ond rice crop relea
 said: "They will be
 water. Not as much
 as we hoped, but it
 She warned for
 "During the dr
 lakes filled up and
 again," she said. "I



Have an outstanding ticket?

They're coming for you

Marble Falls and Gran-
 ite Shoals are joining in the
 Great Texas Warrant Roundup
 beginning Saturday, March
 5, giving those with an ag-
 ing traffic ticket a window of
 fewer than two weeks to avoid
 arrest.

The roundup will target
 thousands of defendants with
 traffic, parking, city ordi-
 nance, penal code and higher
 charge warrants from partici-

pating jurisdictions.

The focus is to bring them
 into compliance with court or-
 ders and multiple options are
 available to resolve obliga-
 tions voluntarily before war-
 rants are served.

Hundreds of thousands of
 notices have been mailed state-
 wide by participating entities,
 in what is believed to be the

Warrants... see Page 2A

MFISD to save refinancing

\$3.7 million savings

The Marble Falls Independent Sch-
 ool District Board of Trustees at their meeting Mond-
 ay, Feb. 22, will discuss with district leaders to proceed with the refinan-
 cing of Series 2006 bonds and the remaining out-
 standing bonds in an effort to take advance of ic
 savings to taxpayers.

"The refinancing of outstanding bond-
 owner refinancing the original interest rat-
 e to reduce their house payment," said Lisa L.
 Director of finance. "This authorizati-
 on is the first phase of a refunding program that MFI
 will achieve interest cost savings."

SIDE



See page 11A

Lake LBJ 'water weeds' in sights

LCRA plans
 two meets

See page 8A



MARK GOODSON/THE HIGHLANDER

*Highlander News
 Feb 19, 2016*

Bonds

From Page 1

The first phase, in July, 2014, refinanced a portion of the 2007A bonds and generated \$376,267 of interest cost savings to taxpayers.

In February last year, the district's second phase began with refinancing a portion of the 2007A bonds and generated more than \$1.8 million of interest cost savings to taxpayers. LeMon estimated that the third phase of the program will generate an additional \$3.7 million of interest cost savings to taxpayers.

The Texas Education Agency (TEA) is expected to provide the Permanent School Fund Guarantee for the Series 2016 Refunding Bonds. It is expected that Standard and Poor's will assign a rating of "AAA" to the Series 2016 Refunding Bonds following receipt of the Permanent School Fund Guarantee and affirm the district's underlying credit rating of AA-.

The pricing of the Refunding Bonds could occur as early as April 19 if the interest rate markets sustain a level that would allow MFISD to meet the established target level of interest cost savings.

"Tonight's board action to

approve the issuance of refunding bonds serves as another example of the district's commitment to the wise stewardship of taxpayer dollars and proactive efforts to plan for the long-term financial health of MFISD," said Dr. Chris Allen, MFISD superintendent.

"The District's leadership will continue to prioritize strong fiscal management moving forward".

For more information about MFISD's bond funding, projects and expenditures, click on the "Bond Updates" link on the district's main website: www.marblefallsisd.org.

Warrants

From Page 1

largest joint operation of its kind in the country. Because some 300 counties, justices of the peace, constables and municipalities of all sizes are participating, citizens could find themselves served with an outstanding warrant from any of those agencies.

The Marble Falls Municipal Court has more than 1,800 active warrants valued at more than \$500,000 in fines, fees and

state mandated court costs.

Granite Shoals has 368 active warrants valued at more than \$123,360.

Information is available from Melissa Johnson, Marble Falls Municipal Court clerk, at 830-693-7173, and from Lisa Crane, Granite Shoals Municipal Court clerk, at 830-598-2424, extension 311.

Options for individuals who are not able to pay immediately include payment plans or community service for those who qualify.

Anyone who voluntarily appears at municipal court to

resolve a case will not be arrested.

Specific information as to an individual's number of outstanding warrants, how to take care of warrants prior to arrest, and any other special roundup activities or events outside the two local cities, should be available from a representative for the agency issuing the warrant.

Contacting the appropriate jurisdiction or jurisdictions during the next two weeks to dispose of their cases voluntarily can avoid the inconvenience and embarrassment of arrest.

Aces

From Page 1

65-85 years of age.

"Most had no family with them and little to no money. Some had been waiting four or more hours with no ride in site. The first month we took every single one home, not expecting a dime for the service."

On top of that, the flood of veterans and elderly that called or came into our office looking for rides to the Veterans Administration in Austin or to other hospitals was overwhelming at times. A large majority could not even afford one half of our affordable \$150 round trip to Austin price. We just took them, anywhere they needed to go and

prayed that somehow we could find a way to continue helping while making payroll and keeping the doors open."

The fledgling company helped clear out homes for the handicapped elderly at half or no cost.

"As much as we loved helping these folks in their time of need, we still are building and now run a staff of six full time Aces, a mix of five office staff and managers and up to 20 on-call Aces," said Bingham. "It was just obvious that we needed a larger group of givers than just ourselves and our employees if we were going to make any type of impact on the lives of the most vulnerable of the 29,000 plus people living in our service area."

"Caring Aces was born through and a few very generous

and loving locals," she said. "We are able now to extend a helping hand to more people than ever before. If all goes well, we will be serving as a logistics company for a large number of other local charities that are finding themselves unable to handle the demand by local neighbors that are in need of their help."

Bingham said the demand for the company's Visiting Aces, a senior services company is huge.

"Even though we have no weekly minimums and never ask for a deposit, some of the elderly and their children in desperate need of relief are still unable to afford the service at full price," she said. Donations are always accepted through the transportation and personal services company, 830-225-0942, located at 700 Fourth Street in Marble Falls.

Annou

From Page

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Dg. 2 Warrant Round-up





BOOTS & BBQ

benefiting CASA for the Highland Lakes

RECEIVED

JAN 26 2016



CASA

Court Appointed Special Advocates
FOR CHILDREN

CASA FOR THE
HIGHLAND LAKES AREA

FEBRUARY 20, 2016

LAKESIDE PAVILION

307 BUENA VISTA

MARBLE FALLS TEXAS

6:30 TO 11:30 PM

- *BBQ DINNER 6:30 TO 8PM
- *BEER & WINE INCLUDED
- *BOOT SCOOTIN' & TWO STEPPIN'
TO THE MUSIC OF LES HARTMAN



Reservations \$40/per person

Raffle \$5/ticket or \$20 for 5



**RAFFLE ITEMS TO INCLUDE: CUSTOM "HIS & HER" BOOTS
VETI COOLER RIFLES WEEKEND GETAWAY AND MUCH MORE!**



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

February 3, 2016

The Honorable Carl Brugger
Mayor, City of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654-2019

Re: Texas Community Development Block Grant (TxCDBG)
Contract No. 713199
Administratively Complete

Dear Mayor Brugger:

Texas Community Development Block Grant Program Compliance staff reviewed the closeout reports that were submitted for the above-referenced contract. We determined that these reports comply with federal and contractual requirements. Therefore, this contract is administratively complete, subject to the right to recover funds or questioned costs based upon the findings of the Single Audit and final review by the U. S. Department of Housing and Urban Development (HUD).

The Texas Department of Agriculture - Office of Rural Affairs is pleased to participate in serving the beneficiaries of this project. If you have questions, please contact me at (512) 463-6884 or Barbara.Curry@TexasAgriculture.gov

Sincerely,

Barbara M. Curry
Program Monitor
TxCDBG Program

BMC/BMC/bmc

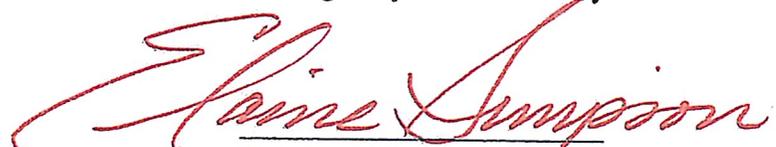
cc: Ken Nickel, City Manager, City of Granite Shoals
Margaret Hardin, Langford Community Management Services
Jeanette Chardon, Contract Specialist, TxCDBG Program
Ruby Hooks, TxCDBG Contract Technician, TDA



THE CITY OF GRANITE SHOALS
2221 N. PHILLIPS RANCH ROAD
GRANITE SHOALS, TEXAS 78654
(830) 598-2424 x303
www.graniteshoals.org

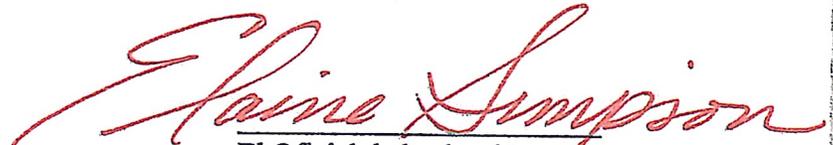
NOTICE OF DRAWING FOR PLACE ON BALLOT

Notice is hereby given of drawing to determine the order in which the names of candidates are to be printed on the ballot for the Granite Shoals City General Officers election to be held on May 7, 2016 in Granite Shoals, Texas. The drawing will be held at 5:30 p.m., Tuesday, February 23, 2016 at City Hall, 2221 N. Phillips Ranch Road, Granite Shoals, Texas in City Council Chamber, before the regularly scheduled City Council meeting.


Elaine Simpson
Election Officer

La NOTA DE DIBUJO PARA el LUGAR DE la VOTACION

Advierta por la presente es dado de dibujo a determinar la orden en la que los nombres de candidatos deberán ser impresos en la votación para la elección para ser tenido en el 7 de mayo de 2016 en Granite Shoals, Texas. El sorteo se celebrará en 17:30, martes, 23 de febrero de 2016 en el Ayuntamiento, 2221 N. Phillips Ranch Road, Granite Shoals, Texas en cámara de Consejo de la ciudad, antes de la programada reunión del Consejo de ciudad.


Elaine Simpson
El Oficial de la elección

Posted at Granite Shoals City Hall, both inside and outside on the bulletin boards at City Hall, 2221 N. Phillips Ranch RD, Granite Shoals, TX, and on the city website at www.graniteshoals.org on Monday, February 15, 2016 on or before 4:00 p.m. and shall remain there continuously from such time until after 5:30 p.m., Tuesday, February 23, 2016.

Publicada en Granite Shoals Ayuntamiento, tanto dentro como fuera en los tabloneros de anuncios en el pasillo de ciudad, 2221 N. Phillips Ranch RD, Granite Shoals, TX y en el sitio web de la ciudad en www.graniteshoals.org en lunes, 15 de febrero de 2016 o antes de 16:00 y permanecerá allí continuamente desde tal tiempo hasta después de 17:30, martes, 23 de febrero de 2016.



ORDER OF SPECIAL ELECTION FOR CITY OF GRANITE SHOALS, TEXAS

A Special election is hereby ordered to be held on May 7, 2015, from 7:00 a.m. to 7:00 p.m. at the Granite Shoals Fire Department, 8410 W FM 1431, Granite Shoals, TX 78654 for the purpose of placing the following propositions to the voters:

PROPOSITION 1:	The adoption of a local sales and use tax in the City of Granite Shoals at the rate of one percent, the adoption of a local sales and use tax in the City of Granite Shoals at the rate of three fourths of one percent to provide revenue for maintenance and repair of municipal streets, and the abolition of the additional sales and use tax within the city.
PROPOSITION 2:	The reauthorization of the local sales and use tax in the City of Granite Shoals at the rate of one fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

Election day poll judge will be Martha Mezger and alternate judge will be George LaChance. All voters in the City of Granite Shoals (Precinct 3 and Precinct 18) will vote at this polling site. Voters should bring their voter registration certificate and their photo identification. Early Voting By Personal Appearance will be conducted each weekday at:

Polling Place		Address		City		
Burnet County Courthouse		220 S. Pierce		Burnet, TX 78611		
Marble Falls Courthouse Annex		810 Steve Hawkins Pkwy.		Marble Falls, TX 78654		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 25	April 26	April 27	April 28	April 29	April 30
	8am-5pm	8am-5pm	8am-5pm	7am-7pm	8am-5pm	
May 1	May 2	May 3	May 4	May 5	May 6	May 7
	7am-7pm	8am-5pm				Election Day Polls Open 7am-7pm

Applications for ballot by mail can be requested from and should be returned to: Doug Ferguson, Burnet County Elections Administrator, 220 S. Pierce ST, Burnet, TX 78611, or via email elections@burnetcountytexas.org. Applications for ballots by mail must be received no later than the close of business on April 26, 2016.

Issued this the 9th day of February, 2016 - per Ordinance #681, approved January 26, 2016

Mayor <i>Cheryl Swigger</i>	Council 2 <i>Shirley King</i>	Council 4 <i>[Signature]</i>	Council 6 <i>[Signature]</i>
Council #1 <i>Antonia Hines</i>	Council 3 <i>One C. Tomlin</i>	Council 5 <i>[Signature]</i>	

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.



ORDEN DE ESPECIAL ELECCIÓN PARA LA CIUDAD DE GRANITE SHOALS, TEXAS

Una elección se ordena que se celebrará el 7 de mayo de 2016, de 7:00 h a 19:00 en la granito Shoals bomberos, 8410 W FM 1431, Granite Shoals, TX 78654 para el propósito de:

- PROPOSICIÓN 1:** La adopción en la Ciudad de Granite Shoals, de un impuesto local sobre ventas y de uso del uno por ciento, y de un impuesto local sobre ventas y de uso de tres cuartos del uno por ciento, a fin de recaudar ingresos para mantener y reparar las calles municipales, y la derogación de impuestos adicionales sobre ventas y de uso dentro de la ciudad.
- PROPOSICIÓN 2:** La reautorización en la Ciudad de Granite Shoals, del impuesto local sobre ventas y de uso de un cuarto del uno por ciento, para continuar recaudando ingresos para mantener y reparar las calles municipales. El impuesto vence al cumplirse el cuarto aniversario a partir de la fecha de esta elección, a menos que se autorice de nuevo la imposición del mismo.

Juez de encuesta día de la elección será Martha Mezger y magistrado suplente será George LaChance.

Todos los votantes en la ciudad de granito Shoals (3 de precinto y precinto 18) votarán en este centro electoral. Los votantes deben traer su certificado de votante y su identificación con foto. La votación anticipada en persona se llevará a cabo cada día de la semana en:

Lugar de votación		Dirección		Ciudad		
Burnet County Courthouse		220 S. Pierce		Burnet, TX 78611		
Anexo de Palacio de Justicia de Marble Falls		810 Steve Hawkins Pkwy.		Marble Falls, TX 78654		
Domingo	Lunes	Martes	Miércoles	Jueves	Viernes	Sábado
	25 de abril	26 de abril	27 de abril	28 de abril	29 de abril	30 de abril
	8:00-17:00	8:00-17:00	8:00-17:00	7:00-19:00	8:00-17:00	
1 de mayo	2 de mayo	3 de mayo	4 de mayo	5 de mayo	6 de mayo	7 de mayo
	7:00-19:00	8:00-17:00				Día de las elecciones Lugar de votación abre 7:00-19:00

Solicitudes de voto por correo puede solicitarse y deben devolverse al: Doug Ferguson, administrador de elecciones del Condado de Burnet, 220 S. Pierce ST, Burnet, TX 78611., o vía email elections@burnetcountytexas.org aplicaciones para papeletas por correo deberán recibirse no más tarde de las horas de negocio el 26 de abril de 2016.

Esto publicó el día 9 de febrero de 2016 - por ordenanza #681, aprobado el 26 de enero de 2016

Alcalde <i>Paul Brugg</i>	Consejo 2 <i>Shirley King</i>	Consejo 4 <i>[Signature]</i>	Consejo 6 <i>[Signature]</i>
Consejo #1 <i>Antonia Hines</i>	Consejo 3 <i>One C Tommen</i>	Consejo 5 <i>[Signature]</i>	

Nota de instrucción: Una copia de esta orden de elección debe ser entregada en las County Clerk/elecciones Administrador y registrador de votantes no más tardar 60 días antes del día de las elecciones.



ORDER OF GENERAL ELECTION FOR CITY OF GRANITE SHOALS, TEXAS

A Special election is hereby ordered to be held on May 7, 2015, from 7:00 a.m. to 7:00 p.m. at the Granite Shoals Fire Department, 8410 W FM 1431, Granite Shoals, TX 78654 : to elect three City Council Members; Place 2, Place 4 and Place 6, to serve a term of two (2) years each.

Election day poll judge will be Martha Mezger and alternate judge will be George LaChance. All voters in the City of Granite Shoals (Precinct 3 and Precinct 18) will vote at this polling site. Voters should bring their voter registration certificate and their photo identification. Early Voting By Personal Appearance will be conducted each weekday at:

Polling Place		Address		City		
Burnet County Courthouse		220 S. Pierce		Burnet, TX 78611		
Marble Falls Courthouse Annex		810 Steve Hawkins Pkwy.		Marble Falls, TX 78654		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 25	April 26	April 27	April 28	April 29	April 30
	8am-5pm	8am-5pm	8am-5pm	7am-7pm	8am-5pm	
May 1	May 2	May 3	May 4	May 5	May 6	May 7
	7am-7pm	8am-5pm				Election Day Polls Open 7am-7pm

Applications for ballot by mail can be requested from and should be returned to: Doug Ferguson, Burnet County Elections Administrator, 220 S. Pierce ST, Burnet, TX 78611., or via email elections@burnetcountytexas.org Applications for ballots by mail must be received no later than the close of business on April 26, 2016.

Issued this the 9th day of February, 2016 - per Ordinance #679, approved January 26, 2016

Mayor 	Council 2 	Council 4 	Council 6
Council #1 	Council 3 	Council 5 	

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.



ORDEN DE ELECCIÓN PARA LA CIUDAD DE GRANITE SHOALS, TEXAS

Una elección se ordena que se celebrará el 7 de mayo de 2016, de 7:00 h a 19:00 en la granito Shoals bomberos, 8410 W FM 1431, Granite Shoals, TX 78654 : para elegir a tres miembros del Concejo Municipal: 2 lugar, lugar 4 y 6 lugar, para servir un término de dos 2 años cada uno.

Juez de encuesta día de la elección será Martha Mezger y magistrado suplente será George LaChance.

Todos los votantes en la ciudad de granito Shoals (3 de precinto y precinto 18) votarán en este centro electoral. Los votantes deben traer su certificado de votante y su identificación con foto. La votación anticipada en persona se llevará a cabo cada día de la semana en:

Lugar de votación		Dirección		Ciudad		
Burnet County Courthouse		220 S. Pierce		Burnet, TX 78611		
Anexo de Palacio de Justicia de Marble Falls		810 Steve Hawkins Pkwy.		Marble Falls, TX 78654		
Domingo	Lunes	Martes	Miércoles	Jueves	Viernes	Sábado
	25 de abril	26 de abril	27 de abril	28 de abril	29 de abril	30 de abril
	8:00-17:00	8:00-17:00	8:00-17:00	7:00-19:00	8:00-17:00	
1 de mayo	2 de mayo	3 de mayo	4 de mayo	5 de mayo	6 de mayo	7 de mayo
	7:00-19:00	8:00-17:00				Día de las elecciones Lugar de votación abre 7:00-19:00

Solicitudes de voto por correo puede solicitarse y deben devolverse al: Doug Ferguson, administrador de elecciones del Condado de Burnet, 220 S. Pierce ST, Burnet, TX 78611., o vía email elections@burnetcountytexas.org aplicaciones para papeletas por correo deberán recibirse no más tarde de las horas de negocio el 26 de abril de 2016.

Esto publicó el día 9 de febrero de 2016 - por ordenanza #679, aprobado el 26 de enero de 2016

Alcalde 	Consejo 2 	Consejo 4 	Consejo 6
Consejo #1 	Consejo 3 	Consejo 5 	

Nota de instrucción: Una copia de esta orden de elección debe ser entregada en las County Clerk/elecciones Administrador y registrador de votantes no más tardar 60 días antes del día de las elecciones.



City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016

Agenda Item: #7. Consent Agenda
Prepared By: City Secretary
Department: Administration
Submitted By: City Secretary

7. Consent Agenda Items

The items listed are considered to be routine and non-controversial by the City Council and will be approved by one motion, There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence of the regular agenda.

- a. Approval of City Council Regular Meeting minutes for February 9, 2016.
- b. Approval of professional contract extension with Roxanne Nelson for services as Associate Judge of the Municipal Court, renewing contract for another two-year term.
- c. Approval of professional contract with Lisa Whitehead for services as Associate Judge of the Municipal Court, for a two-year term.
- d. Approval of proposed Ord. #684 to amend the City's General Fee Schedule to remove the 'LCRA Drought Rate Fee for surface system customers' from customer utility bills, related to a drought fee previously charged to the city by LCRA for raw water.
- e. Grant Development Services contract for administration services on Park Grant.

a.) self-explanatory

b.) As discussed at the City Council meeting 2-9-2016, Judge Roxanne Nelson has been serving as the Associate Judge of the Municipal Court and her two year term (begun 2014) ends this month. Municipal Court Judge Frank Reilly has recommended renewing the contract for Judge Nelson. Judge Nelson does not charge the City of Granite Shoals for services performed as Associate Judge. Judge Reilly recommends appointment of two Associate Judges, and his email is included with this item.

c.) Municipal Court Judge Frank Reilly has requested that Lisa Whitehead, who serves as Justice of the Peace for Burnet County, Pct. 2, also be appointed as an Associate Judge of the Municipal Court, with the same contact as Judge Nelson. Judge Whitehead submitted a letter of introduction that is included with this item.

d.) The City Council has been briefed at prior meetings that the LCRA planned to remove the special drought charge from the city's raw water bills at the beginning of this year. The charge is removed and Council has indicated a desire to remove the 'pass-through' fee on the city customer utility bills. City Attorney Young has drafted an amending ordinance to remove this fee from the General Fee Schedule section of the City Code.

e.) Gandolf Burrus will be present to speak to City Council during the Presentations section of the meeting to field any questions related to this contract.



City Of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
Phone (830) 598-2424 fax (830) 598-6538
www.graniteshoals.org

MEETING MINUTES
CITY OF GRANITE SHOALS, TX
REGULAR CALLED CITY COUNCIL MEETING
TUESDAY, FEBRUARY 9, 2016
6:00 PM

The numbering below tracks that of the agenda, whereas the actual order of consideration may have varied.

1. Mayor Brugger called the regular meeting of the City Council of the City of Granite Shoals to order at 6:02 pm, Granite Shoals City Hall, Council Chamber, 2221 N. Phillips Ranch Road, Granite Shoals, Texas.

Present:

Carl Brugger, Mayor
Anita Hisey, Council Member, Plc. 1
Eric Tanner, Council Member, Plc. 3
Tom Dillard, Council Member, Plc. 4
Todd Holland, Council Member, Plc. 5
Mark Morren, Council Member, Plc. 6 arrival 6:32 PM.

Absent:

Shirley King, Mayor Pro Tem

City Staff Present:

Ken Nickel, City Manager
Peggy Smith, Assistant City Manager
Brad Young, City Attorney
Elaine Simpson, City Secretary
JP Wilson, Police Chief

2. Mike Mitchell of Granite Fellowship Church and the Granite Shoals Faith Alliance gave the invocation.

3. Pledge to the US and the Texas State flags.

4. Public comment and announcements and items of interest

At this time, any person with business before the council not scheduled on the agenda may speak to the council. No formal action can be taken on these items at this meeting. No

discussion or deliberation can occur. Comments regarding specific agenda items should occur when the item is called. Anyone wishing to speak under this agenda item must complete a comment card and submit to the city secretary prior to addressing the council.

- Larry Berkman, 103 Gateway Parkway, Marble Falls, TX: Introduced himself and asked for support for his campaign for Burnet County JP District 4.
- Dennis McCoy, 315 E. Sweetbriar Dr., Granite Shoals, TX: Discussed his dissatisfaction related to the manner in which an email exchange with the City Manager was handled.
- Roger Scarborough, Granite Shoals, TX: Expressed concerns with the city website, specifically significant amount of time required to download a City Council agenda onto his computer.

Pastor Mike Mitchell was recognized for his volunteerism at the City and presented with an appreciation pin by Assistant City Manager Peggy Smith.

5. Presentations, Recognitions and Reports

Police Department: Annual Racial Profiling Prevention report – Police Chief JP Wilson

Chief Wilson read the ‘Tier 1- Partial Exemption Racial Profiling Report’ as filed electronically with the state January 2016. Wilson read the entire report into record, and explained that the City is in compliance.

6. Management Reports

a.) City Manager

- Park Grants Update. Last sub-contractor to be paid is expecting payment at the end of February for Quarry Park. ISD representatives in discussion related to city/ISD partnership opportunities for Granite Shoals parks.
- Updated contract for Municipal Court Associate Judge Nelson, next meeting: Judge Nelson’s last written contract expired Jan of 2014. Under State Law, since Council did not replace her, she began an automatic two-year extension of this contract which ends this month. She has agreed to attend the 2/23/2016 council meeting, when city staff will bring an updated contract to City Council to consider.
- 50th Anniversary Committee – update. Committee has adopted a logo and issued application forms for those wishing to have a vendor booth at the event. (First version of the vendor application has been updated with **new application date of February 29, 2016.**)

b.) Assistant City Manager

- LCRA Community Development Partnership Program application submitted January 31, 2016, for water conservation for Quarry Park and City Hall Complex. Total project costs \$35,696, grant amount requested \$23,062.70. This is a rainwater collection grant application, the City wishes to reduce amount of potable water used at the Interpretive Center, wildflower garden and Monarch Butterfly Waystation. The City appreciates very much assistance we received on this grant application from grant writing specialists at Pedernales Electric Cooperative (PEC). The city hopes for a 55% match if we are awarded this grant. The city plans to provide the match in cash, in 'in kind' labor and in supplies/parts. This grant is expected to be awarded next month.

- Beautification Advisory Group (BAG) draft report *Christmas By The Highway 2015*. BAG Chair Maier has submitted the annual report regarding the event that they conducted in 2015. It will be reviewed by the BAG members at their meeting 2/8/2016. This report can be viewed at this link: <http://www.graniteshoals.org/AgendaCenter/ViewFile/Agenda/02082016-449>
Donna Maier, Chair of BAG was recognized for the report, the action plan and associated reports that she has composed. It was noted that more than 500 volunteer hours were worked to get the Christmas By The Highway Project done in 2015.

c.) City Secretary

- Elections Update:
 - 1.) No applications received so far for Place on the Ballot. The dead line for filing for a place on the ballot is Friday 2/19/16.
 - 2.) The Drawing for Order of Names on the ballot is tentatively scheduled for 2/23/2016 afternoon, before the City Council meeting.
 - 3.) Election related consent agenda items on tonight's agenda for Council approval and signature. Order(s) of Election in English and Spanish for posting and publication purposes.
 - 4.) Texas Ethics Commission Training 1-29-2016 – update. New requirements for some contracts.

- Human Resources Update: 2 job vacancies open at the City. Water Tech – Utilities and Light Equipment Operator - Streets. One of our Water Techs is resigning.

7. Consent Agenda Items

The items listed are considered to be routine and non-controversial by the City Council and will be approved by one motion, There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence of the regular agenda.

- a. Approval of City Council Regular Meeting minutes for January 26, 2016.

- b. Approval of Ord. #683 to amend Ord. 667, to allow certain members of the '50 Anniversary Event Planning Committee' to serve as non-voting 'advisory members'.

According to the city's charter, Board and Committee members must be property owners or residents within the city limits. When Ord. 667 was adopted in August 2015, to establish the ad hoc committee to advise the Council related to the 50th Anniversary Event, this requirement was included in the Ordinance. Tonight's proposed Ord. #683, allows the Council to determine that some members of the committee, who do not reside or own property in the city limits, but are none the less members of the Granite Shoals community, will be eligible to remain on the committee as 'advisory (non-voting) members'. Ord. #683 is also drafted to allow the advisory committee members to serve as Chair of the committee, as the committee members desire.

City Secretary Simpson disseminated copies of the entire proposed Ordinance #683, because the second page of the proposed Ordinance was inadvertently left out of the agenda packet.

- c. Approval of formal 'Order of Election' Notices, in English and Spanish, related to the May 7, 2016 Special and General Elections, respectively.

On January 26, 2016, Council adopted Ordinances 679 and 681, calling the city's General and Special Elections, respectively, for May 7, 2016. These Orders of Election have the information needed for posting purposes, as well as Spanish Translations of the information that will be needed by the voters. If approved under this consent item, the original forms will be signed by Council members.

Council Member Tanner made a motion, and Council Member Dillard seconded, to approve items a.) and c.) on the Consent Agenda, as presented, and item b.) with the correct pages (3 pages) as provided tonight. Motion carried unanimously by a vote of 6-0.

Council will individually consider and may take action on any or all of the following items:

8. Special Agenda Item

Hear presentation from Mr. Greg Haley, of KC Engineering, Inc., discuss, consider and possibly take action related to options for public road infrastructure improvements, including design and cost options for arterials, as discussed at previous City Council meetings December 15, 2015, January 12, 2016 and January 26, 2016. *(City Manager Ken Nickel)*

Mr. Haley discussed his preliminary review of Prairie Creek road, specifically focusing on two options that the City Council has for design: curb and gutter style (a popular style for urban settings), or drainage ditch style. He discussed pros and cons of each design as well as pricing estimates. It was noted that the urban curb and gutter style usually was more expensive to build, however, the drainage ditch style had added costs due to the needed right-of-way that must be purchased. It was noted that Prairie Creek differs significantly

from Phillips Ranch Road regarding right-of-way issues, drainage, and large number (50) of private driveways that attach to Prairie Creek.

There was an extended discussion of drainage issues/drainage patterns, and a discussion of Mr. Haley's cost estimates being based upon calculations of Prairie Creek to Forest Hills Drive, not the entire length of Prairie Creek.

Mayor Brugger disseminated a page of his notes, noting that if the estimate of charges to do Phillips Ranch Road (from FM 1431 to Live Oak) remains \$1,790,400, and the Prairie Creek option chosen is curb and gutter with storm sewer from Prairie Creek to Forest Hills Drive the cost is \$2,038,000, then the city could apply for USDA Rural Dev grant for \$3,828,400, being grant funds in the amount of \$2,105,620 and city bond funds in the amount of \$1,722,780.

There was a discussion of investigating possible grant opportunities for water and possibly future wastewater lines from the USDA Rural Development.

Dennis McCoy, 315 E. Sweetbriar Dr., Granite Shoals: expressed concerns about the existing problems with drainage right at Prairie Creek and Forest Hill Drive. There is often standing water in this intersection.

Donna Maier: inquired about wisdom of pursuing research for cost/designs for continuing to rebuild Prairie Creek all the way to the South end.

Since no formal deadline looms regarding the USDA Rural Dev. Grant, the consensus of Council was to continue researching the costs for rebuilding Prairie Creek Dr. to the end, as well as researching conditions/locations of current water lines and to research/estimate long-term options for water/wastewater lines to be included in this project.

There was no formal action. Mr. Haley will return at a future meeting to discuss his findings.

9. SPECIAL WORKSHOP

Workshop to discuss the Granite Shoals, Texas airstrip, located in the Mystic Castle Section of the Sherwood Shores Subdivision. Property owners near airport have been invited to this workshop discussion.

- Background: History and legal status of the airstrip, title search / deed information, zoning, comprehensive plan, FAA classification
- Current Situation: airstrip physical dimensions and conditions, airstrip amenities, number of hangers / aircraft 'based' at airport, activity (landing/take-offs) logs, Costs for maintenance/insurance/utilities, revenue issues, status of Airport Advisory Committee.
- Looking Ahead: planning for best use for property in the future

Mayor Brugger disseminated a page of his notes, and requested that the discussion during the workshop be limited to six items:

1. The Airport History.
2. The Airport's legal status, including title and deed information, zoning, comprehensive plan and FAA classification.
3. The Airport's current situation – take-off and landing activity, physical dimensions and runway conditions, number of private hangers adjacent to the airport.
4. The Airport's operating costs.
5. Requirements and costs to upgrade the airport.
6. Alternate uses of the property.

Mayor Brugger led the discussion of these items. There were numerous members of the public who submitted comment cards and/or spoke, most of them were property owners in the area, or pilots, or both:

1. Ashton Brunner, Sunrise Beach Air Field, Sunrise Beach, TX (also: *Fly Texas*)
2. Bonnie Kalodimos, 1404 Mystic, Granite Shoals, TX
3. Doug Scarbrough, 308 Belaire Circle / Scarborough Ranch, Granite Shoals, TX
4. Terry Scott, 809 N. Shorewood, Granite Shoals, TX
5. Roger Scarborough, Granite Shoals, TX
6. James Tenny, 100 Burnett Ranch Rd., Wimberley, TX 78676 (also: *Fly Texas*)
7. Gerald and Joyce Atchley, 1104 North Mystic Drive, Granite Shoals, TX
8. Jimmy Fermin, 1409 Green Forest, Granite Shoals, TX 78654
9. Nancy Sylvester, Granite Shoals, TX
10. Gene Lyng (in person) and son Stephen Lyng (submitted written remarks for the record)
11. Anita and Bill Harris, Mystic Drive, Granite Shoals, TX
12. Sandra Buschorn, 219 Mallard Point, Granite Shoals, TX
13. David Dittmar, Granite Shoals, TX
14. Mike Gardner, 902 Mystic Drive, Granite Shoals, TX 78654

As part of the effort to conduct the city's business with utmost transparency, a Notice was sent to all the property owners listed at the Burnet Central Appraisal District living adjacent to the airstrip, inviting them to come and participate in tonight's workshop discussion of the city airstrip.

Mayor Brugger read some history of the airstrip from a recent article about the 'History of Granite Shoals' which was recently printed in the Highland Lakes Weekly, authored by John Hallowell. The airstrip was probably built in the very early sixties, as the builders of Sherwood Shores subdivision expanded eastward after the purchase of the Ehbling Ranch. The City incorporated in 1966. The City took ownership of the airstrip in 1973.

Mayor Brugger recognized City Attorney Brad Young to discuss items #1 and #2. City Attorney Young had submitted his findings related to the history of the airstrip and the current legal status of the airstrip and this information was included in the agenda packets for tonight's meeting and was posted on the city's website.

At the council's request, staff obtained a title search for the airstrip property and reviewed the documents that the title company obtained from the real property records.

The airstrip was a part of the original Sherwood Shores subdivision. When the City obtained the airstrip in 1973 as part of the Sherwood Shores settlement, it obtained the property free of any relevant restrictions or encumbrances.

When the City accepted the conveyance of the airstrip in 1973 as part of Resolution No. 78 (along with the rest of the Sherwood Shores property), it dedicated the airstrip "for use as a part of the park system." This means that the city can continue use of airstrip as airstrip, or for Park system purposes, but could not use for any other city use (e.g., build a new water plant or Fire Hall). The property also cannot be sold unless the voters approve the sale of the airstrip at a Special Election.

The last update of the 'Airport Ordinance' is dated 2010.

The comprehensive plan for the City of Granite Shoals (circa 2010) recommends that there be an Airport Advisory Committee established to research best options to expand and make optimal use of the airport; and to apply for grants to fund such projects. This Airport Committee was established and the late Robert Sylvester served for many years as the Chair, and often acted as an airstrip manager. Mr. Sylvester donated many hours of time mowing and performing other volunteer service to maintain the airstrip. In the last years, the city has 'taken back' the responsibilities that Mr. Sylvester once held. Also, in the last year, the city has re-located the airstrip lights electric box to a city-owned site and so the Sylvester family is relieved of the bother of hosting this equipment on their property.

According to Mr. Roger Scarborough, a member of the Airport Advisory Committee during the years 2009-2011, the Airport Advisory Committee attempted to make recommendations for the expansion of the airport, but these recommendations did not make it into the final version of the 2010 Comprehensive Plan.

Assistant City Manager Peggy Smith was recognized to discuss FAA classification as well as 3.) Airport current situation.

Currently the FAA classifies the airstrip as a turf/dirt airstrip, publicly owned but 'restricted', meaning it is not open for use by the general public. It is classified as 'private/restricted'. It is 2,000 feet long and 300 feet wide. It is 'land locked' by private property owners on both ends. The FAA lists City Manager Ken Nickel as the contact/airport manager to be contacted by those desiring to use the airstrip. Due to the small size, the airstrip is not eligible for any federal grants for expansion or improvement. The airstrip has no fuel available, and from time-to-time deer are found on the airstrip. The airstrip is zoned ARPT – Airport. There are obstacles (trees) at the approach which are on privately owned land. Due to the small size the airstrip is almost solely used by pilots with 'ultra-light' planes. Although there are some runway lights, most activity at airstrip is conducted in daylight, for safety. The runway lights are available for dawn or twilight landings.

The Granite Shoals airstrip is named 32TE. Mr. James Tinney submitted a page of statistics regarding the airstrip. (see Exhibit A to these meeting minutes). It is generally agreed that the airstrip had approximately 71 days of use in 2015. Of the four hangers at the airstrip, two are involved with 'Fly Texas' business. The Fly Texas hanger(s) house the 'log book'. It is possible that more flights landed or took off, when the Fly Texas hanger(s) were not open to provide access to the book. There is no airport operator on site or any representatives of the city.

Mr. Ashton Brunner and Mr. James Tenny spoke related to the current situation of the airport. At this time, their business, Fly Texas, works out of two of the hangers at the airstrip. Their flight school is based in Smithville and Luling.

The city doesn't own the lots adjacent to the airstrip, so the city makes no money from hanger leases, landing fees, or anything else. The estimated cost to operate the airstrip is approximately \$10,000 per year. Almost \$1,000 of this is for 'Aviation Liability' insurance that the city maintains through Texas Municipal League Intergovernmental Risk Pool. City Manager Nickel explained that there was a 'one-time' cost of \$3,000 to move the electric box in 2015, for a total of \$13,000 for last year. The city pays costs of maintaining (mowing) the airstrip, as well as costs of replacing the windsock, as needed, and providing police patrol of the area. The airstrip has been a favorite target of vandals riding 'four-wheelers' and doing 'donuts' on the airstrip. When vandalism of this type happens, the city repairs the airstrip. It was noted that the airport has not 'developed' as have other, airstrips with larger area which are capable of growing. It was also noted that the costs listed tonight are actual expenditures/costs. The figures do not incorporate the 'opportunity costs' being lost by not re-purposing this property to another/higher use.

Peggy Smith provided a poster board visual aid depicting a diagram/map of the airstrip area with a list of the property owners.

Item #5, expansion of the airport options and costs was not discussed in depth, as it is not known what kind of improvements could be made without grant assistance. This is also not a budgeted item for 2015-2016.

Last, the discussion turned to item #6, options for alternate use of the airport. Mayor Brugger explained that during a Special City Council meeting last summer to discuss a possible park grant opportunity, the City Council was informed that the youth of the community desire playing fields for soccer, baseball, softball and other organized play. The discussion of the need for soccer fields is what prompted the idea of possibly re-purposing the airstrip for use as soccer fields.

The decision as to what to do with the airstrip is not made at this time, it is not going to be made this budget year, as the airstrip is not a budget priority. The Council's top priorities include safety, water system and the improvements of the public road infrastructure.

There was an extended discussion of the pros and cons of possibly changing the use of the airstrip from being an airstrip to being soccer fields.

Some 'pros':

- 1.) In 2009, the City Annexed the Kingswood area on the East side. This section of the city is underserved regarding off-water parks. This airstrip area would be accessible for those new residents. There is no park on the East side which could be easily 'leveled' enough to build a soccer field on.

- 2.) The city has 19 public parks, and although there are many amenities for boat ramps, picnicking, Hike and Bike trail, etc., there are no playing fields for basketball, baseball, softball or soccer. A 'practice' goal has been set up on the Quarry Park (City Hall campus) for some who wish to practice soccer, but it is an informal, small practice field.
- 3.) The airstrip has not developed. It is too small to attract interest, it is landlocked by private property and there is no business being generated from the airstrip, no revenue from hanger space or hanger leases.
- 4.) There has not been an Airport Advisory Committee active in the last four years. There is an active Parks Committee which invests volunteer time on the city's parks.
- 5.) The airstrip is used by only a small group of hobbyists, mostly flying ultra-light planes, so it is very specialized and would be difficult to 'market' due to lack of amenities such as fuel.
- 6.) The airstrip is not being 'managed' as the rest of the city facilities are managed, records are kept in a haphazard way, and the City Manager is not consulted by those who wish to use the airstrip.
- 7.) At least half of the students in soccer leagues in Marble Falls actually live in Granite Shoals.
- 8.) Having an interior park, not located off the busy highway or up at City Hall, provides more of an opportunity for the youth of the city to be able to ride their bicycles to the site.
- 9.) Other city parks which have restroom facilities (such as Veterans Park) do not have the space to have a soccer field big enough to use for games, other than young youth leagues, or practice fields.
- 10.) The airstrip is classified as park property.

'Cons' would include:

- 1.) Giving up the airport would mean giving up a unique asset. Granite Shoals has an airstrip and neither Marble Falls nor Kingsland has one. Once converted to park with soccer fields, it could never be changed back to an airstrip.
- 2.) The ultra-light planes and glider type planes, which are popular at the airstrip, are becoming more and more popular in general.
- 3.) There are opportunities to involve the youth of the city in the airstrip, and provide them with activities such as kite flying, drone flying, etc. This would use the property as both airstrip and youth recreation facility.

- 4.) The property owners adjacent to the airstrip often purchased their property specifically in order to build a hanger and live near airstrip.
- 5.) The city converting the airstrip to soccer fields would increase traffic, litter and noise in this area, if the fields had lights; there would be glare.
- 6.) There are differences of opinion regarding the size of planes which can safely use the airstrip, although ultra-light planes are the majority, planes as large as 175 size can and have used the airstrip.
- 7.) The city has not made the best use of the airstrip as an airstrip. The city could advertise this amenity. The city could put up some 'tie-downs', especially 'tie-downs' with simple shade covers at the airport and increase interest/use. Some of the neighboring property owners could be tapped to do some volunteer mowing at the airstrip; as Mr. Sylvester used to do. If the city would invest in building and renting hangers, the airstrip would be able to contribute revenue to the city.
- 8.) The airstrip is not completely level; there are dips and bumps. These would not be easily leveled to a smooth enough surface for safe soccer play.
- 9.) The airstrip, if converted to soccer fields, would still present maintenance costs and mowing costs as a park, it would still require police protection and would still require some sort of insurance coverage, as all city facilities do.
- 10.) The City Hall complex sits on 130 acres of property, many of those acres planned for Quarry Park. This location would be a logical site for soccer fields. The land next to the Highland Lakes Elementary school would also serve well for playing fields, due to proximity to the school.

There was consensus of all present that safety of the citizens and visitors are the priority, no matter what the eventual outcome of this matter.

City Secretary Simpson was asked to read a statement from Mr. Lyng into the record:
"To the Granite Shoals City Council:

My name is Stephen Lyng and I wish to make a statement about the recent proposal to close the Granite Shoals Municipal Airport and repurpose the property for use as public soccer fields. My interest in this proposal derives from my ownership of property adjoining the airstrip, which I purchased about three years ago with the intention of building an airplane hangar and residential quarters on the property. I selected a building contractor and was preparing to break ground on the project this past November when I learned of the proposal to close the airport. Obviously, this proposal is of great concern to me since I will not be able to use the property as I initially intended if the airport is closed.

I will begin by sharing some information about myself. I am a 65 year old college professor who has been a pilot for 50 years. I teach at Carthage College in Kenosha Wisconsin and I have just started a phased retirement from the College. My wife and I were both raised in Texas and we would like to retire there. It has been a long-standing dream of mine to live in a "hangar house" on a small airport, so I conducted a search several years ago of airport property for sale in the Texas hill country and we eventually found and purchased two lots on Granite Shoals Municipal Airport.

My opposition to the proposal to close the airport is based on several considerations. First, closing the airport will deprive airport property owners like myself the opportunity to use our property for aviation purposes, which is presumably the main reason why anyone would purchase airport property. Although I have made a significant investment of time, energy, and money in this project so far, I will be forced to abandon my plans to build on the property if the airport is closed. While it is possible that I can find an alternative site at some other airport in the area, the value of my Granite Shoals property will likely decline if it ends up adjoining a public soccer facility instead of an airstrip. Thus, if the proposed change goes forward, property owners like myself may reasonably expect to be compensated for the diminished market value of their property.

Second, I would like to make the Council aware of a recent real estate market trend that makes it financially advantageous for the City of Granite Shoals to keep the airport open. During my five year search for airport property in the area, I have spoken with several local real estate agents who have informed me that property of this sort has become very scarce in recent years. Small private-use airports that allow residential living on the field, such as Sunrise Beach, Lago Vista, and Spicewood, are now almost completely filled with few remaining parcels for sale. Consequently, Granite Shoals Airport is one of the only private-use airports in the area where unbuilt lots are still available. The "hangar house" idea is becoming more popular as baby boomer pilots, like myself, approach retirement and wish to incorporate flying into their retirement living arrangements. I believe this trend will produce several results if the airport remains open: land values on the airport will increase, more hangars and residential quarters will be built on this land, and property tax revenue from airport properties will subsequently grow. These developments will definitely NOT occur if the land is repurposed as soccer fields.

Finally, I would like to correct some factual errors I have discovered in the Minutes from an earlier City Council meeting at which the airport proposal was discussed. The Meeting Minutes from the October 13th, 2015 City Council Meeting include a reference to the suitability of the airport for different types of aircraft. According to the Minutes, the Assistant City Manager was told by an unnamed pilot that "the airstrip is not safe for a plane bigger than an ultralight airplane; that is the plane type that uses the airstrip" (p. 10). While it may be true that the airport is presently used by ultralight airplanes primarily, it is definitely NOT true that it is unsafe for larger aircraft. In a conversation I had with the previous Airport Manager before his passing, Mr. Robert Sylvester informed me that he operated a Cessna 182 at the airport for many years. This is a four passenger, high performance, single-engine airplane that is very similar to the airplane I own (a Cessna 180). Mr. Sylvester never indicated that he had any concerns about the safety of the airport for any single-engine airplane. Moreover, I am aware that larger aircraft from other airports in the area often use the Granite Shoals airport to practice takeoffs

and landings. As an experienced pilot, I am confident in stating that the airport is completely safe for use by larger single-engine airplanes, the type that future property owners are mostly likely to own and fly.

For the reasons I have specified in this statement, I encourage the City Council to allow the Granite Shoals airport to continue operating as an active airport. As I have stated, I believe it is in the best interest of current and future airport property owners and the City of Granite Shoals as a whole to keep the airport open.

Thank you for your attention to my concerns.

Respectfully yours,

*Stephen Lyng, Ph.D
Professor of Sociology and Criminal Justice
Carthage College”*

Mayor Brugger stressed that this workshop was held due to the mission of City Council to be transparent. He re-iterated that this item is NOT on the list of City Council budget priorities for this year. The top priorities of City Council for this budget year include safety, water and roads. The on-going discussion and planning for road improvements will be given the attention of City Council at this time. There are no decisions made related to the future of the airstrip. This was an information exchange workshop. Mayor Brugger thanked all those who participated and provided input related to this issue.

As this was a workshop, no formal action took place.

10. REGULAR AGENDA ITEMS

- a. Discuss, consider and possibly take action related to the appointment of members to Boards and Committees. *(City Secretary Simpson)*

City Secretary Simpson disseminated copies of the application received 2-8-2016 from Rick Mills, for consideration of appointment to the Beautification Advisory Group (BAG) Committee.

Council was reminded that they were also now able to re-classify Jackie English as an ‘advisory member’ for the 50th Anniversary Committee, due to the approval of proposed Ord. 683 under the Consent Agenda items.

Mayor Brugger made a motion, and Council Member Holland seconded, to appoint Rick Mills to the Beautification Advisory Group (BAG), motion carried by a unanimous vote of 6-0.

Council Member Tanner made a motion and Council Member Hisey seconded to 're-classify' Chair Jackie English as an 'advisory member' (non-voting) within the 50th Anniversary Committee, per Ord. 683. The motion carried unanimously by a vote of 6-0.

- b. Discuss, consider and possibly take action related to adopt a program for Urban Deer Management in Granite Shoals, as discussed at the January 26, 2016 City Council Regular Meeting. This was also discussed at the December 15, 2015 Regular City Council meeting, including discussion of proposed Ordinances to regulate Deer Feeding in the city limits, to establish a deer management program, and to modify the current ordinance related to use of Firearms (bows and arrows) within the city limits in conjunction with this program, respectively. (*City Manager Ken Nickel*)

Council briefly discussed the workshop held on January 26, 2016.

Mayor Brugger noted that the Committee has been in place since June 2014 and has fulfilled all the charges that they were given: they have followed the Texas Parks and Wildlife Department guidebook for Urban Deer Management by conducting a city-wide citizen survey (January 2015), holding a Town Hall Meeting related to Deer Population Issue (May 2, 2015) and conducting a census count of the deer according to procedures designed by the biologist from Texas Parks and Wildlife (August 2015). They have successfully completed all these projects in a professional and step-wise manner with close guidance from the Texas Parks and Wildlife Department experts. In the months since the deer census was conducted, indicating that the City of Granite Shoals has a biological overpopulation of deer, the Committee has researched logistic and cost options for a possible deer management method. The Committee met in Joint Workshop meeting with the City Council on January 26, 2016. The Committee provided several options for deer management, but noted that the city doesn't have the money available for several of the deer management methods used by nearby cities (i.e., contracting with a deer manager to net the deer.)

The Committee recommendation to City Council was to try a pilot-program of bow-hunting based deer management. This would be new to this area. They researched how programs of this type are conducted in other states. The City Council expressed support for the pilot-program, as designed by the committee, because the pilot program would be extremely limited (small group of hunters- required to meet rigorous qualification standards to participate and to maintain membership) and there would be few (approximately six) locations which were chosen based on being isolated from other structures – for safety. The pilot program was designed with a time-line including when the next deer census would be conducted, when the 'No Deer Feeding' Ordinance would be passed, and how the city code would need to be amended to allow participants in the program to shoot bows in the city limits. The Committee members worked closely with the biologists from the Texas Parks and Wildlife Committee to design the program.

Mayor Brugger made a motion, and Council Member Hisey seconded, to authorize a 2016-2017 Deer Management pilot program within the limits of the City of Granite Shoals, that harvest female deer (does) using bows and arrows at potential pilot sites, to authorize city staff to prepare a formal deer management pilot program resolution for council approval, to authorize city staff to bring forth a modification on the current ordinance on firearms allowing for City sponsored hunted and to place the drafted 'No Feed' ordinance on an April regular scheduled meeting agenda. Motion carried unanimously by 6-0 vote.

The formal Ordinance for to adopt the pilot program will be presented on a future meeting.

11. Future Meetings and Agenda Items
 - o Review Agenda Calendar
 - o Identification of future agenda items

12. Adjournment

With no further business, and no objections from Council, Mayor Brugger adjourned the meeting at 9:40 pm.

Approved by City Council on the 23rd of February, 2016

By: _____
Carl J. Brugger, Mayor

Attest:

Elaine Simpson, City Secretary

*Feb 9, 2016 Mtg. minutes
"Exhibit A"*

Granite Shoals Municipal Airport 32TE

Activation Date: August 1963

Direction: 02/20

Dimensions: 2000' x 50'

Wind Sock: Yes

Edge Lighting: Yes Low Intensity

122.850 Act Rwy Lts 3 clicks

Traffic Pattern: Rwy 02 Left Rwy 20 Left

CTAF 122.800

(Common Traffic Advisory Frequency)

Aircraft Based at Airport:

Hangers on Runway: 4

General Aviation Aircraft: 1

Light Sport Aircraft: 4

Ultralight: 5

Hang Gliders: 8

Boat Towing Rig Hang Glider on Floats: 1

Yearly Airport Operations:

2011: 259

2012: 145

2013: 266

2014: 88

2015: 150

Total: 908

Estimate 20-25% transit operations not logged.

Nearby Airports:

Sunrise Beach 3 mi

Horseshoe Bay 4 mi

Shirley Williams 7 mi

Kingsland Estates 8 mi

Burnett 12 mi

Llano 21 mi

Ken Nickel

From: municipaljudge@graniteshoals.org
Sent: Wednesday, February 17, 2016 4:14 PM
To: Ken Nickel
Subject: Associate Judges

Good afternoon Ken,

I support the renewal of Judge Roxane Nelson's contract as an associate judge, and Judge Lisa Whitehead as a new associate judge. You are familiar with Judge Nelson's background, but she has served several terms as our associate judge, and served as the magistrate at the jail for many years, and she is now the justice of the peace for precinct 1. Judge Whitehead is also a justice of the peace. Both live near or in Burnet, and will be able to help with pleas at the jail, which will be helpful in keeping our docket clear. They will be operating under my direction.

Please do not hesitate to let me know if you have any questions.

Best regards,

Frank Reilly



City Of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
Phone (830) 598-2424 fax (830) 598-6538
www.graniteshoals.org

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), effective February 23, 2016 is made and entered by and between the City of Granite Shoals, Texas ("City") and Roxanne Nelson ("Associate Judge"). This Agreement establishes the minimum duties for the position of City of Granite Shoals Associate Municipal Court Judge.

Article I. Section 1.01 - Purpose: Entire Agreement

The parties enter into this Agreement in order to provide a full statement of their respective responsibilities. This Agreement supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof. Any understanding, agreement, statement, or promise relating to the subject matter hereof that is not contained in this Agreement or an addendum hereto shall not be valid or binding, unless in writing and agreed to by the parties.

Article II- Rights and Obligations of Parties Section 2.01 - Employment

The City hereby appoints the Associate Judge to preside over the City of Granite Shoals Municipal Court (the "Court") in conjunction and cooperation with the Presiding Judge. The Associate Judge's duties are more fully outlined in **Attachment "A"**, which is attached hereto and incorporated herein by reference.

Section 2.02 - Status of the Parties

In the performance of the work, duties and obligations by the Judge under this Agreement, the Associate Judge will at all times be acting and performing as an independent contractor and not as an employee of the City.

Section 2.03 - Compensation

The Associate Judge shall not be paid by the City for services provided hereunder during the term of this Agreement.

Section 2.04 - Duties

The Associate Judge shall preside over the Court and perform the duties more specifically outlined on **Attachment "A"**. All work shall be performed in accordance with applicable law and will be subject to review by a higher court through the appeal process.

Section 2.05 - Reporting Requirements

The Associate Judge acknowledges and agrees that he or she shall (a) assist the Presiding Judge, as needed, in preparing a written report, containing the status of matters affecting the Court, to the City Council for the City of Granite Shoals (the "Council") no less than once a month; and (b) appear before the Council upon request prepared to discuss all matters affecting the Court.

Section 2.06 - Approvals and Requirements

The Associate Judge acknowledges and agrees that he or she has no authorization to enter into any contract on behalf of the City or the Court or administer or direct the activities of any contractor performing work for the benefit of the City unless authorized to do so by the City Council. The Associate Judge further acknowledges and agrees that he or she shall:

- obtain the approval of the Council prior to the implementation of any programs of the Court; unless it is a duty included in **Attachment "A"**,
- obtain the approval of the Council prior to undertaking any additional duties, activities or programs on behalf of the City and obtain Council's approval before utilizing the City's property or personnel;
- obtain the approval of the Mayor of the City prior to calling any press conference; and cause all open record requests to be forwarded to the city secretary for response.

Article III - General Provisions

Section 3.01 - Term

The term of this Agreement shall commence on March 1, 2016. Unless terminated sooner in accordance with the provisions of Section 3.02 of this Agreement, it shall continue until March 1, 2018.

Section 3.02 - Removal of Judge

The parties hereto acknowledge that Subchapter A, Chapter 30 of the Texas Government Code authorizes the removal of the Associate Judge for the reasons stated and by the procedure provided for in Subchapter B, Chapter 21 of the Texas Local Government Code. The Associate Judge acknowledges that he or she may be removed from office in accordance with the above referenced code for (i) incompetency, (ii) official misconduct, (iii) intoxication on or off duty caused by drinking alcoholic beverages, or for any other reason authorized by law.

Section 3.03 - Other Employment

The Associate Judge may accept other employment, provided, that such employment does not interfere with the Associate Judge's duties as set forth herein and on **Attachment "A"**.

Article IV - Miscellaneous

Section 4.01 - Interdepartmental Cooperation

The Associate Judge shall endeavor to administer the Court at all times so as to comply with any reasonable request of any other municipal department and/or the executive and legislative branches of the City's government, so long as such compliance does not impair the necessary independence of the Court.

Section 4.02 - Representations

The Associate Judge represents and affirms that he/she is (a) a citizen of the United States of America; (b) a citizen of the State of Texas; and (c) a resident of Burnet County, Texas.

Section 4.03 - Construction and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any legal action, suit or proceeding in law or equity arising out of or relating to this Agreement shall be in the courts of competent jurisdiction in Burnet County, Texas.

Section 4.04 - Paragraph Headings

All paragraph headings in this Agreement are inserted for convenience only.

Section 4.05 - Amendments

This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by both of the parties hereto.

Section 4.06 - Waiver and Severability.

Waiver of a breach of any provision hereof shall not be deemed to be a waiver of a breach of any other provisions or a subsequent breach of the same provision. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

Section 4.07 - Notice

Any notice required or permitted to be given under this Agreement shall be deemed given if sent to a party by certified mail, return receipt requested, to the address set forth herein below, or to such other addresses as a party shall give the other from time to time.

JUDGE ROXANNE NELSON:

CITY:

CITY OF GRANITE SHOALS, TEXAS

Attn: City Manager
2221 North Phillips Ranch Road Granite
Shoals, Texas 78654

In Witness Whereof the parties hereto have duly executed this Agreement this 23rd day of February, 2016.

Associate Judge Roxanne Nelson

Mayor Carl Brugger, City of Granite Shoals, TX

Attest:

City Secretary Elaine Simpson

ATTACHMENT "A" DUTIES

- Coordinate with the Presiding Judge and preside over and adjudicate misdemeanor criminal, criminal traffic, city ordinance, zoning ordinance and city code violations in the event of the Presiding Judge's absence;
- Determine the disposition of cash bails, surety bonds and forfeitures.
- Order and sign criminal arrest warrants, search warrants, or other warrants within the jurisdiction of the municipal court;
- Research case law and apply such law as necessary;

February 17, 2016

Mr. Ken Nickel:

Thank you for your consideration as a possible Associate Judge for the City of Granite Shoals. As Justice of the Peace Precinct 2 I cover jail rotation and often come into contact with defendants with cases pending in your Municipal Court. Currently I am limited on the options I can offer your defendants to dispose of their Class C misdemeanor offenses. As Associate Judge for Granite Shoals, in addition to handling defendants at the jail, I would be available to assist your Police Department when necessary to issue warrants.

My service would be available, free of charge, and would require no financial obligation on the part of the City of Granite Shoals. The benefit to me would be that it allows me to attend seminars conducted by the Texas Municipal Courts Education Center. I look forward to every opportunity to further my knowledge of the courts and am always happy to serve your community.

Again, I thank you for your consideration.

Sincerely,

Lisa Whitehead
Justice of the Peace Precinct 2
Burnet County, Texas



City Of Granite Shoals
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
Phone (830) 598-2424 fax (830) 598-6538
www.graniteshoals.org

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), effective February 23, 2016 is made and entered by and between the City of Granite Shoals, Texas ("City") and Lisa Whitehead ("Associate Judge"). This Agreement establishes the minimum duties for the position of City of Granite Shoals Associate Municipal Court Judge.

Article I. Section 1.01 - Purpose; Entire Agreement

The parties enter into this Agreement in order to provide a full statement of their respective responsibilities. This Agreement supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof. Any understanding, agreement, statement, or promise relating to the subject matter hereof that is not contained in this Agreement or an addendum hereto shall not be valid or binding, unless in writing and agreed to by the parties.

Article II- Rights and Obligations of Parties Section 2.01 - Employment

The City hereby appoints the Associate Judge to preside over the City of Granite Shoals Municipal Court (the "Court") in conjunction and cooperation with the Presiding Judge. The Associate Judge's duties are more fully outlined in **Attachment "A"**, which is attached hereto and incorporated herein by reference.

Section 2.02 - Status of the Parties

In the performance of the work, duties and obligations by the Judge under this Agreement, the Associate Judge will at all times be acting and performing as an independent contractor and not as an employee of the City.

Section 2.03 - Compensation

The Associate Judge shall not be paid by the City for services provided hereunder during the term of this Agreement.

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The Associate Judge shall preside over the Court and perform the duties more specifically outlined on **Attachment "A"**. All work shall be performed in accordance with applicable law and will be subject to review by a higher court through the appeal process.

Section 2.05 - Reporting Requirements

The Associate Judge acknowledges and agrees that he or she shall (a) assist the Presiding Judge, as needed, in preparing a written report, containing the status of matters affecting the Court, to the City Council for the City of Granite Shoals (the "Council") no less than once a month; and (b) appear before the Council upon request prepared to discuss all matters affecting the Court.

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The Associate Judge acknowledges and agrees that he or she has no authorization to enter into any contract on behalf of the City or the Court or administer or direct the activities of any contractor performing work for the benefit of the City unless authorized to do so by the City Council. The Associate Judge further acknowledges and agrees that he or she shall:

- obtain the approval of the Council prior to the implementation of any programs of the Court; unless it is a duty included in **Attachment "A"**,
- obtain the approval of the Council prior to undertaking any additional duties, activities or programs on behalf of the City and obtain Council's approval before utilizing the City's property or personnel;
- obtain the approval of the Mayor of the City prior to calling any press conference; and cause all open record requests to be forwarded to the city secretary for response.

Article III - General Provisions

Section 3.01 - Term

The term of this Agreement shall commence on March 1, 2016. Unless terminated sooner in accordance with the provisions of Section 3.02 of this Agreement, it shall continue until March 1, 2018.

Section 3.02 - Removal of Judge

The parties hereto acknowledge that Subchapter A, Chapter 30 of the Texas Government Code authorizes the removal of the Associate Judge for the reasons stated and by the procedure provided for in Subchapter B, Chapter 21 of the Texas Local Government Code. The Associate Judge acknowledges that he or she may be removed from office in accordance with the above referenced code for (i) incompetency, (ii) official misconduct, (iii) intoxication on or off duty caused by drinking alcoholic beverages, or for any other reason authorized by law.

Section 3.03 - Other Employment

The Associate Judge may accept other employment, provided, that such employment does not interfere with the Associate Judge's duties as set forth herein and on **Attachment "A"**.

Article IV - Miscellaneous

Section 4.01 - Interdepartmental Cooperation

The Associate Judge shall endeavor to administer the Court at all times so as to comply with any reasonable request of any other municipal department and/or the executive and legislative branches of the City's government, so long as such compliance does not impair the necessary independence of the Court.

Section 4.02 - Representations

The Associate Judge represents and affirms that he/she is (a) a citizen of the United States of America; (b) a citizen of the State of Texas; and (c) a resident of Burnet County, Texas.

Section 4.03-Construction and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any legal action, suit or proceeding in law or equity arising out of or relating to this Agreement shall be in the courts of competent jurisdiction in Burnet County, Texas.

Section 4.04 - Paragraph Headings

All paragraph headings in this Agreement are inserted for convenience only.

Section 4.05 - Amendments

This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by both of the parties hereto.

Section 4.06 - Waiver and Severability.

Waiver of a breach of any provision hereof shall not be deemed to be a waiver of a breach of any other provisions or a subsequent breach of the same provision. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

Section 4.07 - Notice

Any notice required or permitted to be given under this Agreement shall be deemed given if sent to a party by certified mail, return receipt requested, to the address set forth herein below, or to such other addresses as a party shall give the other from time to time.

JUDGE LISA WHITEHEAD:

CITY:

CITY OF GRANITE SHOALS, TEXAS

Attn: City Manager
2221 North Phillips Ranch Road Granite
Shoals, Texas 78654

In Witness Whereof the parties hereto have duly executed this Agreement this 23rd day of February, 2016.

Associate Judge Lisa Whitehead

Mayor Carl Brugger, City of Granite Shoals, TX

Attest:

City Secretary Elaine Simpson

ATTACHMENT "A" DUTIES

- Coordinate with the Presiding Judge and preside over and adjudicate misdemeanor criminal, criminal traffic, city ordinance, zoning ordinance and city code violations in the event of the Presiding Judge's absence;
- Determine the disposition of cash bails, surety bonds and forfeitures.
- Order and sign criminal arrest warrants, search warrants, or other warrants within the jurisdiction of the municipal court;
- Research case law and apply such law as necessary;

ORDINANCE NO. 684

“Removal of LCRA Drought Rate Fee from General Fee Ordinance”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, AMENDING APPENDIX B TO THE CITY OF GRANITE SHOALS CODE OF ORDINANCES; REMOVING A ‘LCRA FEE INCREASE ASSOCIATED WITH THE DROUGHT RATE INCREASE OF THE LOWER COLORADO RIVER AUTHORITY (LCRA) FOR THE PURCHASE OF WATER RAW WATER FOR SERVICE TO THE SURFACE WATER SYSTEM’; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Granite Shoals, Texas, passed Ord. 646 which established the General Fee Ordinance for the City on September 23, 2014; and,

WHEREAS, the City Council included in Ord. 646 a description of a ‘LCRA Fee Increase for surface water system’ commonly known as the ‘drought rate pass-through fee’ for surface water system customers, which was established to be charged at \$ 0.50 per account month, for all surface water system customers; and

WHEREAS, this fee was adopted with the understanding that it would be charged temporarily, during such time as LCRA) charged the city a ‘Drought Rate ’ for raw water purchases; and,

WHEREAS, the City is no longer being charged a ‘Drought Rate’ by the LCRA for raw water purchases, and therefore the need to pass this fee on to the city surface water system utility customers no longer exists; and,

WHEREAS, the City recognizes its responsibility and authority to impose ordinances and controls that are necessary for the government of the City, its interest, welfare, and good order of the City as a body politic;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS, THAT:

**SECTION 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.

**SECTION II.
AMENDMENT**

The General Fee Schedule for the City of Granite Shoals, City Code, Appendix B, Section R, Utilities Fees, Utilities Administrative Fees of the General Fee Ordinance is hereby amended to remove the fee 'LCRA Fee Increase for surface water customers' charged at a rate of \$0.50 per account per month.

This ordinance hereby modifies Ordinance 646 and Ordinance No. 675 (2015 General Fee Ordinance), as codified.

**SECTION III.
SAVINGS**

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY

If any provision, section, sentence, clause or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Granite Shoals in adopting, and of the Mayor in approving this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VII. 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.

Passed and approved this 23rd day of February, 2016 .

APPROVED:

Carl Brugger, Mayor

ATTEST:

Elaine Simpson, City Secretary

APPROVED AS TO FORM:

Brad Young, City Attorney

ORDINANCE NO. 684

“Removal of LCRA Drought Rate Fee from General Fee Ordinance”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, AMENDING APPENDIX B TO THE CITY OF GRANITE SHOALS CODE OF ORDINANCES; REMOVING A ‘LCRA FEE INCREASE ASSOCIATED WITH THE DROUGHT RATE INCREASE OF THE LOWER COLORADO RIVER AUTHORITY (LCRA) FOR THE PURCHASE OF WATER RAW WATER FOR SERVICE TO THE SURFACE WATER SYSTEM’; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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WHEREAS, this fee was adopted with the understanding that it would be charged temporarily, during such time as LCRA) charged the city a ‘Drought Rate ’ for raw water purchases; and,

WHEREAS, the City is no longer being charged a ‘Drought Rate’ by the LCRA for raw water purchases, and therefore the need to pass this fee on to the city surface water system utility customers no longer exists; and,

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**SECTION I.
FINDINGS OF FACT**

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**SECTION II.
AMENDMENT**

The General Fee Schedule for the City of Granite Shoals, City Code, Appendix B, Section R, Utilities Fees, Utilities Administrative Fees of the General Fee Ordinance is hereby amended to remove the fee ‘LCRA Fee Increase for surface water customers’ charged at a rate of \$0.50 per account per month.

This ordinance hereby modifies Ordinance 646 and Ordinance No. 675 (2015 General Fee Ordinance), as codified.

**SECTION III.
SAVINGS**

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY

If any provision, section, sentence, clause or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Granite Shoals in adopting, and of the Mayor in approving this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VII. 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.

Passed and approved this 23rd day of February, 2016 .

APPROVED:

Carl Brugger, Mayor

ATTEST:

Elaine Simpson, City Secretary

APPROVED AS TO FORM:

Brad Young, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF GRANITE SHOALS, TEXAS,
AND
GRANT DEVELOPMENT SERVICES**

STATE OF TEXAS §

COUNTY OF BURNET §

This professional services agreement ("Agreement") is entered into the 1st day of February 2016 by and between the City of Granite Shoals, Texas, acting by and through its duly authorized official, Carl Brugger, Mayor, (hereinafter referred to as the "City") and Grant Development Services, (hereinafter referred to as "GDS"), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the "Parties".

Recitals:

Whereas, the City desires to engage GDS to render professional services to prepare and submit a single new Outdoor Recreation Grant Application, to Texas Parks and Wildlife Department (hereinafter referred to as "TPWD"), requesting federal financial assistance **for the construction of multi-purpose outdoor recreational area, soccer field, basketball courts, baseball facilities and natural area**, and,

Whereas, if the above referenced application receives a funding approval, the CITY may desire to engage GDS to render professional services to **administer the TPWD contract**.

Now, therefore, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals.

The above recitals, having been found to be true and correct, are incorporated herein by reference.

2. Time of Performance.

- A. Application: The professional services for grant application development and submission to be provided by GDS shall commence upon execution of this Agreement. All grant application development and submission services required and rendered under this Agreement shall be completed no later than October 1, 2016.
- B. Administration: The professional services for grant administration contained in the Scope of Services, appended hereto as Attachment A, shall commence upon notification to begin by the City and shall be completed no later than Twenty-four (24) months after receipt of notice to proceed.

3. Scope of Services.

Upon receipt of a notice to proceed by the City, GDS shall satisfactorily complete the work as follows:

- A. Grant Application Preparation. GDS shall provide the following professional services in connection with the preparation of the TPWD grant application:
 - 1. The assembly of available and necessary documents to design, prepare and submit an application to TPWD prior to the submittal deadline of October 1, 2016;
 - 2. Secure demographic information on proposed beneficiaries;
 - 3. Take site photographs to support the application;
 - 4. Confer with engineer and architect to secure cost estimates and project maps;
 - 5. Provide briefings to Council on status of application;
 - 6. Submittal of the application and supporting documents to the TPWD prior to the established deadline; and
 - 7. Assistance in the preparation of any additional information requested following TPWD review.
- B. Administration: GDS shall provide grant administration services contained in the Scope of Services appended hereto as Attachment A at such time as the TPWD grant has been awarded and the City has made an election to appoint GDS as the administrator of the TPWD grant project as discussed in Section 5 below.

4. City's Responsibilities.

To facilitate the commitments made by GDS, the City agrees to perform the following:

- a. the City designates Ken Nickel, City Manager, as the City's coordinator with responsibility for all communication with TPWD, GDS, and the project engineer;
- b. the CITY shall agree to supply GDS with copies of all communication or correspondence received regarding its TPWD application;
- c. The CITY shall provide GDS with a letter authorizing GDS, as the CITY'S representative, to interact with the TPWD on the behalf of the CITY;
- d. the City will assist GDS in securing support letters, if required;
- e. the City will obtain from an engineer the required cost estimates and technical specifications of facilities requested in the grant application; and
- f. the City will publish public notices as required by the funding agencies. GDS shall verify that all such notices meet State or Federal requirements for the grant programs.

5. Compensation.

GDS shall be compensated by the City for professional services rendered under this Agreement per the following schedule:

A. Compensation for Application Preparation Services: Application design and submission services as described in Section 3 (A) 1 through 7 above shall be provided by GDS to the City for lump sum payment of \$1,500 (One Thousand Five Hundred Dollars) for application preparation services.

B. Hard Cost Recovery:

The City will reimburse GDS for the hard costs incurred in connection with the preparation of the application and presentation materials including but not limited to GDS out-of-pocket expenses, including mileage, photocopies, mail and delivery charges, illustrations, maps and photographs. This fee will not exceed One Thousand Two Hundred Dollars (\$ 1,200.00) without the advance written approval of the City and will be billed throughout the project as such costs are incurred.

C. Commission For Grant Award Or Grant Administration Services:

1. Lump Sum:

If the City receives notification of the grant award for TPWD of their project and the City decides to proceed with the Grant, GDS shall be paid a lump sum commission equal to five percent (5%) of the amount of TPWD funds awarded. This fee will be paid by local funds

OR at the City's option,

2. Administration:

GDS shall be engaged to provide all administrative services required to implement the project. The fee for administrative services shall be ten percent (10.00%) of the amount of TPWD funds awarded. The scope of services for project administration is set forth in Attachment A which is incorporated herein by reference. This fee will be paid by local funds

D .Invoices:

GDS shall periodically invoice the City for the fees due to GDS hereunder as described by this Section 5. City shall pay to GDS all undisputed invoiced amounts within thirty days of receipt of each invoice.

6. Access to Information.

It is agreed that all materials, data, reports and records, illustrations or maps in the possession of the City that are necessary for the carrying out of work outlined in Section 3, "Scope of Services," shall be readily facilitated and available at no cost to GDS

7. GDS Responsibilities.

In addition to the obligations outlined in Sections 2. "Time of Performance" and Section 3. "Scope of Services," GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations, Federal, State, Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the City is employing GDS for its expertise in writing grants, and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.

8. Termination of Agreement.

A. The City may terminate this Agreement if, through any cause GDS shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City's termination rights, City shall give written notice to the GDS of such termination by certified mail, return receipt requested at the mailing address listed below, such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City's notice letter. If the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.

B. In the event the agreement is terminated by the City for reasons other than good cause prior to the grant project's completion, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of \$75.00 per hour with a direct reimbursement for overhead expenditures.

C. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third parties affected by this Agreement.

9. Additional Terms And Conditions:

The Parties agree to honor and abide by the additional terms and conditions that are appended hereto as "Attachment B" and that are incorporated herein by reference.

CITY OF GRANITE SHOALS, TEXAS

GRANT DEVELOPMENT SERVICES

Carl Brugger, Mayor

J. Gandolf Burrus, President

Date: _____

Date: _____

Attest:

Elaine Simpson, City Secretary

ATTACHMENT A: Scope of Services

**SCOPE OF SERVICES OPTIONS FOR ADMINISTRATION OF
THE CITY OF GRANITE SHOALS' TPWD GRANT**

A. Project Management

1. Maintenance of filing system and all support documents required for end of project audit. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
2. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TPWD regulations
3. Furnish Locality with necessary forms and procedures required for implementation of project
4. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TPWD
5. Prepare and submit to TPWD documentation necessary for a budget modification of the TPWD contract
6. Conduct re-assessment of environmental clearance for any budget modifications
7. Prepare and submit quarterly reports (progress and minority hiring)
8. Establish procedures to document expenditures associated with local administration of the project
9. Serve as liaison for the Locality during any monitoring visit by staff representatives from TPWD.

B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TPWD.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
7. Assist the Locality in establishing procedures to handle the use of any TPWD program income.
8. Record and submit documentation of any force account work donated by City

C. Environmental Review

1. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
2. Prepare any required re-assessment of environmental assessment.
3. Document consideration of any public comments.
4. Assist City in the selection process and hiring of a Biologist or Archeologist if required by TPWD.
5. Coordinate with Biologists or Archeologist as necessary to secure clearance of TPWD.

D. Acquisition

1. Prepare required acquisition report(s).
2. Coordinate the preparation and approval of appraisal if required by TPWD
3. Prepare correspondence with property owners

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
2. Assist Locality in determining whether and/or what TPWD contract activities will be carried out in whole or in part via force account labor.
3. Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TPWD contract activities.
4. Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
5. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
6. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
7. Request wage rates from Department of Labor.
8. Provide sample TPWD contract documents to engineer.
9. Advertise for bids.
10. Verify construction contractor eligibility with the federal registry.
11. Review construction contract.
12. Conduct pre-construction conference and prepare minutes.
13. Submit any reports of additional classification and rates to US Department of Labor.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to TPWD prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TPWD.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions for inclusion in bid packet

G. Audit / Close -Out Procedures

1. Prepare the final Project Completion Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TPWD audit guidelines.

ATTACHMENT B -Additional Terms and Conditions

1. **Changes to Professional Services.** The City may, from time to time, request changes in the scope of the services of the GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of the GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.
2. **Personnel.**
 - A. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - B. All of the services required hereunder will be performed by the GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
3. **Assignability.** GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by the GDS from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to the City.
4. **Reports and Information.** GDS, at such times and in such forms as the TPWD may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
5. **Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow the City to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.
6. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential, and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
7. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.
8. **Compliance with Applicable Laws.** GDS shall comply with all applicable laws, ordinances and codes of the State and local governments, and the GDS shall save and hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
9. **Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees as follows:
 - A. GDS will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. GDS will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GDS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

B. GDS will, in all solicitation or advertisements for employees placed by or on behalf of the GDS, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.

C. GDS will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. GDS will include the provisions A. through C. in every subcontract or purchase order unless exempted.

10. No Discrimination. GDS and the City agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

11. Withdrawal of application: If, prior to the Notice of Funding Award, the City determines that it cannot provide the required matching funds and decides to withdraw the Outdoor Recreation Application from TPWD's funding competition after submission, the City will owe GDS no additional compensation beyond the \$1,500 (One Thousand Five Hundred Dollars) for application preparation as detailed in Section C: Compensation.

Once the TPWD Notice of Funding Award has been issued, the City may withdraw the TPWD Outdoor Recreation Application. The City will owe GDS no additional compensation beyond (1) the \$1,500 (One Thousand Five Hundred Dollars) for application preparation and (2) a lump sum commission equal to five percent (5%) of the amount of TPWD funds awarded. These fees are to be paid by local funds as detailed in Section C: Compensation.

12. Resubmission of a withdrawn application: If the City determines to resubmit the Outdoor Recreation Application designed by GDS in a later TPWD funding competition and the City subsequently receives a Funding Award, GDS will be entitled to Compensation as detailed in Section 5 C: Commission for Grant Award or Grant Administration Services.

13. Address of Parties For Notices:

To City:

Attn: Ken Nickel
City Manager
City of Granite Shoals
2220 N Phillips Ranch Road
Granite Shoals, Texas 78654

To GDS:

J. Gandolf Burrus
President
Grant Development Services.
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

14. Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Burnet County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Burnet County, Texas.

15. Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

Comment [BY1]: I deleted this language so that if the City gets sued but wins the lawsuit (or vice versa), then the city gets its legal fees reimbursed regardless of whether it was the plaintiff.

16. No Other Agreements. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

17. Amendments To Agreement. This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS This Agreement may be amended only in writing and shall require the mutual consent of both parties.

18. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

19. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.



City of Granite Shoals, Texas
City Council Regular Meeting
Agenda Item Cover Memo
Date: February 23, 2016

Agenda Item: # 8.a. Greg Haley with KC Engineering regarding Roads
Prepared/Submitted By: Elaine Simpson for City Manager Ken Nickel
Department: Administration

AGENDA CAPTION

8. REGULAR AGENDA ITEMS

a. Hear update/report from Mr. Greg Haley, of KC Engineering, Inc., discuss, consider and possibly take action related to options for public road infrastructure improvements, including design and cost options for arterials, and project approval related to grant application(s) discussed at previous City Council meetings December 15, 2015, January 12, 2016, January 26, 2016 and February 9, 2016. (City Manager Ken Nickel)

CORRESPONDING BUDGET YEAR PRIORITY(IES) (IF APPLICABLE)

1. Continue to provide a safe Community
3. Street maintenance and paving
6. Continue to improve the City's Financial Stability
9. Planning and Vision for the future
10. Identify new grants for the city and execution on the current grants
11. Improve Communications to the citizens of Granite Shoals

BACKGROUND

This item was discussed at the last city council meeting, the February 9, 2016 City Council Reg. Meeting minutes are included in tonight's agenda packet under the Consent Agenda.

OPTIONS

Council usually has several:

- 1.) Adopt/Approve/Authorize agenda item, as requested or presented.
- 2.) Adopt/Approve/Authorize agenda item, with modifications.
- 3.) Deny approval of agenda item.
- 4.) Table the item.
- 5.) Other, as Council desires.

- *Attachments: email to Ken Nickel from Greg Haley dated Wed., Feb. 17, 2016.*
- *Two preliminary opinions of probable construction costs:*
- *Paving with Hot Mix asphaltic concrete*
- *Paving with two-course surface treatment (seal coat)*

Elaine Simpson

From: Ken Nickel <citymanager@graniteshoals.org>
Sent: Wednesday, February 17, 2016 3:59 PM
To: Elaine Simpson, City Secretary
Subject: FW: Prairie Creek Road
Attachments: 20160217-Prairie-Forest Hills-End-Hot Mix.pdf; 20160217-Prairie-Forest Hills-End-Seal Coat.pdf

From: Greg Haley [<mailto:greg@kceengineering.com>]
Sent: Wednesday, February 17, 2016 12:11 PM
To: Ken Nickel (citymanager@graniteshoals.org)
Cc: Peggy Smith (gspw@graniteshoals.org)
Subject: Prairie Creek Road

Ken,

We have prepared Preliminary Opinions of Probable Construction Cost (Opinions) for Prairie Creek Road from Forest Hills to Sherwood Forest. The Opinions are similar in nature and with the same assumptions used to develop the Opinions for Phillips Ranch Road.

There are two Opinions attached:

1. Paving with hot mix asphaltic concrete
2. Paving with two-course surface treatment (seal coat)

Please review and if you have any comments or questions, please let me know. Thanks!

By:
Greg Haley, P.E.
President
K.C. Engineering, Inc.
705 N Hwy 281
Suite 103
Marble Falls, TX 78654
(P) 830.693.5635
(F) 830.693.9664
Firm Reg. No. F-977
www.kceengineering.com



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**PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST FOR
PRAIRIE CREEK ROAD RECONSTRUCTION
FOREST HILLS TO SHERWOOD FOREST
HOT MIX ASPHALTIC PAVEMENT
GRANITE SHOALS, TEXAS**

The Pay Item reference indicates the controlling specification for each Pay Item of K.C. Engineering, Inc. Standard Specifications (3rd Edition). Pay Items containing a reference to TxDOT are from Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004.

Prepared By:
K.C. Engineering, Inc. - Firm Registration No. F-977

Payment for all Items shall be based on Plans Quantity, as described in Section 005, Measurement and Payment.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE IN NUMBERS	AMOUNT (Quantity x Unit Price)
GENERAL REQUIREMENTS					
010.16.1	SEQUENCE OF CONSTRUCTION	1	LS	\$ 2,500.00	\$ 2,500.00
010.16.2	FIELD ENGINEERING	1	LS	\$ 2,500.00	\$ 2,500.00
010.16.3	MOBILIZATION	1	LS	\$ 4,500.00	\$ 4,500.00
GEN. COND. ART. 5	BONDS AND INSURANCE	1	LS	\$ 3,500.00	\$ 3,500.00
TOTAL GENERAL REQUIREMENTS				\$	13,000.00
ROADWAY IMPROVEMENTS					
240.6.1	FLEX BASE, 9"	1,350	CY	\$ 50.00	\$ 67,500.00
TxDOT 251.1	REWORK BS MATL (TY C) (6") (ORD COMP)	4,740	SY	\$ 4.00	\$ 18,960.00
TxDOT 300	AGGREGATE PRIME COAT (RC-250 - TY F)	4,740	SY	\$ 2.00	\$ 9,480.00
410.11	HOT MIX ASPHALT (2") - (TY C - TxDOT ITEM 340)	4,960	SY	\$ 12.00	\$ 59,520.00
TxDOT 502.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	\$ 7,500.00	\$ 7,500.00
TxDOT 510.1	ONE-WAY TRAFFIC CONTROL	150	HR	\$ 50.00	\$ 7,500.00
TxDOT 666.1	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	3,900	LF	\$ 0.50	\$ 1,950.00
TxDOT 666.1	REFL PAV MRK TY II C -R	50	EA	\$ 5.00	\$ 250.00
900.1	EROSION AND SEDIMENTATION CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00
910.8.2	REVEGETATION	4,300	SY	\$ 2.00	\$ 8,600.00
TOTAL ROADWAY IMPROVEMENTS				\$	188,760.00

**PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST FOR
PRAIRIE CREEK ROAD RECONSTRUCTION
FOREST HILLS TO SHERWOOD FOREST
HOT MIX ASPHALTIC PAVEMENT
GRANITE SHOALS, TEXAS**

The Pay Item reference indicates the controlling specification for each Pay Item of K.C. Engineering, Inc. Standard Specifications (3rd Edition). Pay Items containing a reference to TxDOT are from Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004.

Prepared By:
K.C. Engineering, Inc. - Firm Registration No. F-977

Payment for all Items shall be based on Plans Quantity, as described in Section 005, Measurement and Payment.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE IN NUMBERS	AMOUNT (Quantity x Unit Price)
TOTAL BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	201,760.00
ENGINEER'S CONTINGENCY (10%)				\$	20,200.00
ENGINEERING				\$	30,264.00
SURVEYING				\$	4,980.00
GEOTECHNICAL				\$	3,320.00
BOND FEES				\$	7,820.00
TOTAL (ROUNDED TO NEAREST \$1,000) INCLUDING ALL ITEMS (TOTAL OF THE COLUMNS ABOVE)				\$	268,000.00
ESTIMATED COST PER LINEAR FOOT OF STREET				\$	138.00

This document is released for the purposes of interim review under the authority of Greg Haley, P.E. 52292 on February 17, 2016. It is not to be used for construction, bidding, or permit purposes

The unit prices contained herein are based upon the judgment of K.C. Engineering, Inc. (KCE) As such, these prices may not accurately reflect future bid prices because bidding trends change and opinions of probable cost reflect prior bidding history. KCE cannot and does not warrant or represent that bids or negotiated prices will not vary from an estimate of construction cost or evaluation prepared or agreed to by KCE

**PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST FOR
PRAIRIE CREEK ROAD RECONSTRUCTION
FOREST HILLS TO SHERWOOD FOREST
SEAL COAT PAVEMENT
GRANITE SHOALS, TEXAS**

The Pay Item reference indicates the controlling specification for each Pay Item of K.C. Engineering, Inc. Standard Specifications (3rd Edition). Pay Items containing a reference to TxDOT are from Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004.

Prepared By:
K.C. Engineering, Inc. - Firm Registration No. F-977

Payment for all Items shall be based on Plans Quantity, as described in Section 005, Measurement and Payment.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE IN NUMBERS	AMOUNT (Quantity x Unit Price)
GENERAL REQUIREMENTS					
010.16.1	SEQUENCE OF CONSTRUCTION	1	LS	\$ 2,500.00	\$ 2,500.00
010.16.2	FIELD ENGINEERING	1	LS	\$ 2,000.00	\$ 2,000.00
010.16.3	MOBILIZATION	1	LS	\$ 4,000.00	\$ 4,000.00
GEN. COND. ART. 5	BONDS AND INSURANCE	1	LS	\$ 3,000.00	\$ 3,500.00
TOTAL GENERAL REQUIREMENTS				\$	12,000.00
ROADWAY IMPROVEMENTS					
240.6.1	FLEXIBLE BASE, 9"	1,350	CY	\$ 50.00	\$ 67,500.00
TxDOT 251.1	REWORK BS MATL (TY C) (6") (ORD COMP)	4,740	SY	\$ 4.00	\$ 18,960.00
TxDOT 300	AGGREGATE PRIME COAT (RC-2 - TY F)	4,740	SY	\$ 2.00	\$ 9,480.00
420.5.1	SEAL COAT (ASPHALT)	3,180	GAL	\$ 3.50	\$ 11,130.00
420.5.1	SEAL COAT (AGGREGATE)	90	CY	\$ 150.00	\$ 13,500.00
TxDOT 502.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	\$ 7,500.00	\$ 7,500.00
TxDOT 510.1	ONE-WAY TRAFFIC CONTROL	150	HR	\$ 50.00	\$ 7,500.00
TxDOT 666.1	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	3,900	LF	\$ 0.50	\$ 1,950.00
TxDOT 666.1	REFL PAV MRK TY II C-R	50	EA	\$ 5.00	\$ 250.00
900.1	EROSION AND SEDIMENTATION CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00
910.8.2	REVEGETATION	4,300	SY	\$ 2.00	\$ 8,600.00
TOTAL ROADWAY IMPROVEMENTS				\$	153,870.00

**PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST FOR
PRAIRIE CREEK ROAD RECONSTRUCTION
FOREST HILLS TO SHERWOOD FOREST
SEAL COAT PAVEMENT
GRANITE SHOALS, TEXAS**

The Pay Item reference indicates the controlling specification for each Pay Item of K.C. Engineering, Inc. Standard Specifications (3rd Edition). Pay Items containing a reference to TxDOT are from Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004.

Prepared By:
K.C. Engineering, Inc. - Firm Registration No. F-977

Payment for all Items shall be based on Plans Quantitly, as described in Section 005, Measurement and Payment.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE IN NUMBERS	AMOUNT (Quantity x Unit Price)
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TOTAL BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	165,870.00
ENGINEER'S CONTINGENCY (10%)				\$	16,600.00
ENGINEERING				\$	24,880.00
SURVEYING				\$	4,980.00
GEOTECHNICAL				\$	3,320.00
BOND FEES				\$	6,470.00
TOTAL (ROUNDED TO NEAREST \$1,000) INCLUDING ALL ITEMS (TOTAL OF THE COLUMNS ABOVE)				\$	222,000.00

ESTIMATED COST PER LINEAR FEET OF STREET	\$	114.00
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This document is released for the purposes of interim review under the authority of Greg Haley, P.E. 52292 on February 17, 2016. It is not to be used for construction, bidding, or permit purposes

The unit prices contained herein are based upon the judgment of K.C. Engineering, Inc. (KCE) As such, these prices may not accurately reflect future bid prices because bidding trends change and opinions of probable cost reflect prior bidding history. KCE cannot and does not warrant or represent that bids or negotiated prices will not vary from an estimate of construction cost or evaluation prepared or agreed to by KCE



**City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: 8.b. Proposed Ord. 682 Regulation of Alcoholic Beverages
Prepared By: City Secretary
Department: Administration
Submitted By: City Secretary, for City Attorney Brad Young

AGENDA CAPTION

Background:

At their January 26, 2016 meeting, City Council was briefed by City Attorney Brad Young related to the regulation of alcohol sales in the city limits.

City Attorney Young and Council discussed considering an Ordinance that would update the current regulations.

Ordinance No. 682

“Regulation of Alcoholic Beverages”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, REPEALING ORDINANCE NO. 85 RELATING TO THE SALE OF ALCOHOLIC BEVERAGES AND INCORPORATING THE RELEVANT PORTIONS INTO THE CITY OF GRANITE SHOALS CODE OF ORDINANCES BY AMENDING CHAPTER 3 (ALCOHOLIC BEVERAGES); AND INCORPORATING THE FOLLOWING: FINDINGS OF FACT; A SAVINGS CLAUSE; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Granite Shoals, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code, and

WHEREAS, City staff is recommending the creation of rules and regulations relating to the sale of alcohol within the city limits of the City of Granite Shoals, Texas; and

WHEREAS, the City Council of the City of Granite Shoals, Texas (“Council”) has a substantial interest in protecting the health, safety, welfare, and convenience and enjoyment of the general public from injury which may be caused by the unregulated sale and distribution of alcoholic beverages; and

WHEREAS, the Texas Alcoholic Beverage Code authorizes the City of Granite Shoals by ordinance to restrict the sale of alcoholic beverages under certain statutory conditions; and

WHEREAS, the City Council of the City of Granite Shoals hereby finds that the creation of rules and regulations relating to the sale of alcohol within the city limits of the City of Granite Shoals, Texas is in the best interests of the citizens of the City of Granite Shoals, Texas, and

WHEREAS, the meeting at which this Ordinance was enacted was open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

SECTION I. FINDINGS OF FACT

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

SECTION II. AMENDMENT AND REPEAL

Ordinance No. 85 is hereby repealed, and Chapter 3 (Alcoholic Beverages) of the City of Granite Shoals Code of Ordinances is hereby amended as follows:

“Chapter 3 – ALCOHOLIC BEVERAGES

Sec. 3-1. Definitions.

For the purpose of this Article, all definitions of words, terms, and phrases set forth in the Texas Alcoholic Beverage Code, as it exists now or as it may be hereafter amended, are hereby adopted and made a part thereof.

Sec. 3-2. Location restricted near church, school or hospital.

- (a) No person may sell any alcoholic beverage within 300 feet of a church, public or private school, or public hospital.
- (b) The measurement of the distance between the place of business where the alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.
- (c) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - (1) In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - (2) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

- (d) An applicant may apply for, and the city council may approve, a variance from the provisions of this section if the council determines that the enforcement of this section in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
- (e) This section does not apply to the holder of:
 - (1) A license or permit who also holds a food and beverage certificate covering a premise that is located within 300 feet of a private school; or
 - (2) A license or permit covering a premise where minors are prohibited from entering under V.T.C.A., Texas Alcoholic Beverage Code § 109.53 and that is located within 300 feet of a private school.
- (f) For purposes of this section, the term "private school" means a private school, including a parochial school, that:
 - (1) Offers a course of instruction for students in one or more grades from kindergarten through grade 12; and
 - (2) Has more than 100 students enrolled and attending courses at a single location.

Sec. 3-3. Location restricted in residential area.

The sale of liquor and beer is prohibited in all residential sections or areas of the City, as designated by any zoning ordinance or Comprehensive Plan of the City. The City Council may enact any and all other regulations regarding the sale, consumption, distribution, etc. of alcoholic beverages, as permitted by law.

Sec. 3-4. Civil and criminal penalties.

The City shall have the power to administer and enforce the provisions of this section as may be required by governing law. Any person violating any provision of this section is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this section is hereby declared to be a nuisance.

- (a) Criminal prosecution. Any person found to be violating this chapter is guilty of a misdemeanor and, upon conviction, is subject to a fine as provided by section 1-10 of this Code.

- (b) Civil remedies. Nothing in this section shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this section and to seek remedies as allowed by law, including, but not limited to the following:
- (1) Injunctive relief to prevent specific conduct that violates the section or to require specific conduct that is necessary for compliance with the section; and
 - (2) A civil penalty up to \$100.00 a day when it is shown that the defendant was actually notified of the provisions of the section and after receiving notice committed acts in violation of the section or failed to take action necessary for compliance with the section; and
 - (3) Other available relief.”

SECTION III. SAVINGS

The repeal of Ordinance No. 85 or any other ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY

If any provision, section, sentence, clause or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Granite Shoals in adopting, and of the Mayor in approving this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance, including Ordinance No. 85, are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VII. 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.

PASSED AND APPROVED this ___ day of _____, 2016.

Carl Brugger
Mayor

ATTEST:

Elaine Simpson,
City Secretary

APPROVED AS TO FORM:

Brad Young,
City Attorney



City of Granite Shoals, Texas
City Council Regular Meeting
Agenda Item Cover Memo
Date: February 23, 2016

Agenda Item: # 8.c. Ordinance to establish Deer Management
Prepared/Submitted By: Elaine Simpson, City Secretary
Department: Administration

AGENDA CAPTION

8.c. Approval of proposed Ord. #685 to formally adopt the Granite Shoals Deer Management bow-hunting program, on a pilot program basis for 2016-2017.

CORRESPONDING BUDGET YEAR PRIORITY(IES) (IF APPLICABLE)

1. Continue to provide a safe Community
7. Continue to focus on Customer Service and Teamwork
9. Planning and Vision for the future
11. Improve Communications to the citizens of Granite Shoals

BACKGROUND

At the City Council's Regular Meeting of January 26, 2016, a Joint Special Workshop was held to discuss the Deer Management issue. At the February 9, 2016 City Council meeting, the Council requested that city staff move forward to draft an Ordinance to begin the Deer Management pilot program. The February 9th meeting minutes are included in tonight's agenda packet.

OPTIONS

Council usually has several:

- 1.) Adopt/Approve/Authorize agenda item, as requested or presented.
- 2.) Adopt/Approve/Authorize agenda item, with modifications.
- 3.) Deny approval of agenda item.
- 4.) Table the item.
- 5.) Other, as Council desires.

List of the items behind this cover sheet:

- Proposed Ord. 684, including pilot program proposal submitted by Wildlife Advisory Committee

Ordinance No. 685

“Deer Management Pilot Program”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, ADOPTING A PILOT PROGRAM FOR WILDLIFE MANAGEMENT HARVESTING; AMENDING SECTION 24-19 OF THE CITY OF GRANITE SHOALS CODE OF ORDINANCES TO PERMIT BOW HUNTING BY AUTHORIZED PARTICIPANTS IN THE PILOT PROGRAM; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Granite Shoals, Burnet County, Texas ("Council") seeks to provide for the public health, safety and welfare of its citizens; and

WHEREAS, on or about March 11, 2015, the Council established a Wildlife Committee to study the desirability and feasibility of managing the wildlife populations, with emphasis on white-tailed deer, within the City consistent with the laws and regulations of the State of Texas; and

WHEREAS, the Wildlife Committee has worked diligently and continues to work diligently to accomplish its purposes; and

WHEREAS, the Wildlife Committee has conducted a citizen survey, held a town hall meeting, reviewed data, and worked closely with the Texas Parks and Wildlife Department to formulate recommendations regarding wildlife management within the City; and

WHEREAS, the Wildlife Committee has recommended that the Council approve a pilot wildlife management harvesting program to help control the deer population in the city limits; and

WHEREAS, the Council has held workshop sessions and additional public hearings on the proposed pilot program and has carefully considered the public comments and the recommendations of the Wildlife Committee; and

WHEREAS, the Council finds that it is in the best interest of the public health, safety, and welfare to approve the implementation of the pilot program for a period of one year (through March 2017); and

WHEREAS, at the conclusion of the pilot program, the Council shall review the effectiveness of the techniques used, the recommendations of the Wildlife Committee

and the public, and other relevant information, in deciding whether to continue or expand the program;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

SECTION 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.

SECTION II. 2016-2017 PILOT WILDLIFE MANAGEMENT HARVESTING PROGRAM

The guidelines and schedule for the 2016-2017 Pilot Wildlife Management Harvesting Program are attached as Exhibit "A" and incorporated for all purposes. The Council hereby adopts and approves Exhibit "A" as an official wildlife management program for the City of Granite Shoals.

SECTION III. AMENDMENT

Chapter 24 (Offenses and Miscellaneous Provisions), Article II (Firearms), Section 24-19 (Unlawful discharge), paragraph (b) is hereby amended as follows:

"Sec. 24-19. Unlawful discharge.

(b) This Ordinance shall not apply to the following:

....

(8) The discharge of a bow and arrow or crossbow by a person who is an authorized participant in an official Wildlife Management Harvesting Program adopted by city ordinance and who acts in strict compliance with the requirements of the program.

(9) As otherwise permitted by state law."

SECTION IV. SAVINGS

The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this Ordinance.

SECTION V. SEVERABILITY

Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION VI. REPEALER

The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VII. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by law.

SECTION VIII. 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 as required and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this ___ day of _____, 2016.

Carl Brugger,
Mayor

ATTEST:

Elaine Simpson,
City Secretary

APPROVED AS TO FORM:

Brad Young,
City Attorney

Exhibit "A"

CITY OF GRANITE SHOALS, TEXAS

2016-2017 PILOT WILDLIFE MANAGEMENT HARVESTING PROGRAM

WILDLIFE HARVESTING TEAM REQUIREMENTS AND TESTING

TEAM MEMBERS:

1. 10 MEMBERS ON THE TEAM WITH 2-3 ALTERNATES
2. PREFERRED LOCAL RESIDENCE

REQUIREMENTS FOR TEAM MEMBERSHIP:

1. MINIMUM 21 YEARS OF AGE
2. POSSESS A BOW OR CROSSBOW WITH MINIMUM 60 POUNDS OF DRAW WEIGHT
3. POSSESS A TEXAS HUNTING LICENSE
4. POSSESS A TEXAS BOWHUNTER EDUCATION CERTIFICATE
5. POSSESS A CELL/SMART PHONE WITH CAMERA AND TEXTING OR EMAIL ABILITY
6. POSSESS A VALID TEXAS DRIVERS LICENCE AND THEIR OWN TRANSPORTATION
7. ATTEND AN OVERVIEW OF THE OVERALL WILDLIFE MANAGEMENT PROGRAM GOALS, REQUIREMENTS, AND THE LAW

PROFICIENCY DECISION TEST REQUIRMENTS:

1. 15 QUESTION EXAMINATION WILL BE ADMINISTERED WITH A 100% PASSING SCORE REQUIRED (MAXIMUM 2 ATTEMPTS)
 - A. 10 PHOTOS / PICTURES WITH SHOOT OR NO SHOOT SITUATIONS
 - B. WHEN TO CALL FOR ASSISTANCE
 - C. WHEN TO SAY "NO" TO A SITUATION

PROFICIENCY SHOOTING TEST REQUIREMENTS

1. SHOOT BOW OR CROSSBOW WITH A MINIMUM 1-1/2" FIXED OR MECHANICAL BROADHEAD
2. SHOOT WITH GAME TRACKER MODEL 2500 PROFESIONAL UNIT STRING ATTACHED TO ARROW
3. SHOOT WITH LIGHTED ARROW OR BOLT NOCK
4. SHOOT FROM NO LESS THAN 8 FT. ELEVATED HUNTING TYPE PLATFORM

PROFICIENCY SHOOTING REQUIREMENTS:

1. SHOOT THREE ARROWS FULLY OUTFITTED WITH BROADHEAD AND GAME TRACKER STRING INTO A 3-INCH DIAMETER BULLSEYE. MAXIMUM OF TWO ATTEMPTS ALLOWED TO ATTAIN 100% ACCURACY WITH ALL THREE ARROWS OR BOLTS.
2. SHOOT AT A DISTANCE OF 20 YARDS.

REGULAR MONTHLY PROFICIENCY MAINTENANCE REQUIREMENTS:

1. MONTHLY, EACH TEAM MEMBER WILL HAVE TO PASS THE PROFICIENCY SHOOTING REQUIREMENTS TO MAINTAIN HIS OR HER ABILITY TO PARTICIPATE.
 - A. IF A MEMBER DOES NOT PASS, HE CAN ATTEMPT TO BE AN ALTERNATE IN THE NEXT MONTH'S MONTHLY PROFICIENCY SHOOTING TEST.
2. ATTEND A MONTHLY OVERVIEW OF THE OVERALL WILDLIFE MANAGEMENT PROGRAM GOALS AND REQUIREMENTS.

The City of Granite Shoals urban deer management program guidelines

The city's pilot program shall work within the Texas Parks and Wildlife Department's (TPWD's) Managed Land Deer Permit (MLD) program.

The Wildlife Committee shall identify all proposed harvest locations within the City. The Committee shall submit a Wildlife Management Plan (WMP) for each selected harvest location to TPWD biologist. Any WMP submitted after August 15 would be reviewed as time allows with no guarantee that tags would be issued prior to season.

Any occupied dwelling within 75 yards of proposed harvest location to be contacted regarding retrieval of animals.

The following documentation must be completed for each harvest location prior to any hunting on that location:

1. Hunting Liability Release Form (completed by hunter)
2. Release, Hold Harmless, and Indemnification Form (completed by hunter)
3. GSPD Registration Form for Deer Management Program (completed by hunter)
4. City Of Granite Shoals Urban Deer Management Program Registration Form (completed by hunter)
5. Pilot Program Guidelines Acknowledgment (completed by hunter)
5. Land Use Permission Form (completed by property owner, unless harvest location is city-owned property)
6. Animal Retrieval Permission Form (completed by owner **and** primary occupant of any occupied dwelling within 75 yards of harvest location, unless occupied dwelling is city-owned property)
7. Any other documentation required by the City

The Wildlife Committee shall construct and secure all harvest locations.

All MLD level 1 permits shall be issued from TPWD to the individual property owners. It shall be the shared duty of the property owners and the Wildlife Committee to ensure that the guest harvester has registered with the City of Granite Shoals.

MLD level 1 permit hunting starts Sept. ____ thru Feb ____.

No hunting locations are to be active during the Holidays (Thanksgiving, Christmas, New Year's Day, or any other official holiday on which city offices are closed).

Harvesting to be done by means of MLD level 1 tags only. It is unlawful to harvest any buck within the city limits. Antlerless only deer to be harvested at this time. NO antlered deer to be taken. Any hunters who harvest antlered deer will have their hunting privileges revoked immediately.

All hunt stations will be predetermined locations and may be monitored by GSPD. Hunting outside of one of these locations will be considered poaching, and appropriate action will be taken.

Stands will be no more than 8' elevated, and no shot shall be more than 20 yards.

Archery Proficiency exam must be completed and passed prior to any harvesting and may be completed using any lawful archery means as described by TPWD.

Any hunter not hunting on his or her own property must display a placard issued by the City on the dash of his or her vehicle, which must be parked in a conspicuous location at or adjacent to the harvesting location when the hunting occurs.

If an animal expires on an occupied property, the hunter must make every attempt to notify owner prior to retrieval of the expired animal. In no event shall the hunter retrieve an expired animal from private property without express verbal or written permission from the property owner.

All hunters must sign liability waiver and other required documentation upon registration.

The Wildlife Committee shall at all times have discretion to revoke one's hunting privileges if the committee determines that such revocation is in the best interest of the city and/or the integrity of the program.

All hunters must provide proof of a valid hunting license.

All animals harvested must be cared for in accordance to state law. Anyone caught violating these requirements will be turned over to the appropriate law enforcement authority.

All hunters must dispose of deer carcasses appropriately – i.e., double bag and taken to local landfill or waste disposal company pick up.

All hunters must keep record of approximate yardage that the deer ran from shot location to its place of expiration.

The program is a "one shot" program: once you shoot a deer, that deer is to be recovered before another shot can be taken. Furthermore, the hunter must make every attempt to recover the arrow/bolt.

All hunters must be registered with the Granite Shoals Police department, even if harvesting is being done on private property.

A hunter discharging any archery equipment shall use reasonable care to ensure the arrow does not cross any property line and enter any other property on which the hunter does not have permission to hunt. The discharge of an arrow across or over the boundaries of other property for which no permission has been given by the property owner shall create a rebuttable presumption that the use of the bow and arrow was not conducted with reasonable care, and the hunter's privileges will be revoked.

Hunters shall serve on a volunteer basis only and without compensation, either real or in kind.

Archery Equipment

All archery equipment and hunting apparel (i.e. camouflage) must be stored inside of vehicle or dwelling while recovery process is taking place. A hunter may carry a knife to dispatch deer if needed.

All hunters are required to use a string tracking device and illuminated nock on arrows or bolts.

All harvesters must provide their own safety harnesses, and a safety harness must be used at all times even if hunter is on private land. Any hunter caught not using a safety harness will be asked to leave the hunt location, and his or her hunting privileges will be revoked.

All hunters must shoot expandable broad head with minimum 1.5" cutting width.

I _____ hereby agree to the terms of the program and understand that a violation of these terms could result in revocation of all hunting privileges under the pilot program and/or legal charges.

Signature _____

Date _____

Pilot Program Schedule of events

Feb-March

Obtain approval to proceed with archery pilot program

April

Continue gathering information regarding locations, and schedule Town Hall Meeting for education about the program, and meet with TPWD about program details. Start contacting harvesters

May

Conduct Town Hall Meeting, NO Feeding ordinance implemented, and have all related documents approved and ready for public. Contact harvesters

June

Contact TPWD about planning of deer census, start contacting residences and gaining proper documentation. Contact harvesters

July

Conduct Deer Census, and continue gathering documentation, clearing, constructing backstops at hunt location. Contact harvesters

August

1st round of qualifying hunters, qualified hunters meeting, set up hunt stands and notify occupied property owners within 75 yards of hunt locations. WMP's submitted to TPWD for approval, weigh station set up.

September

Harvest location stands to be set up and secured. MLD tags issued, Qualify hunters

October

Qualify Hunters, Hunting starts,

November

Qualify Hunters, hunting continues, 1st report to City Council with results

December

Qualify Hunters, hunting continues, no report unless issues preset

January

Qualify Hunters, hunting continues 2nd report to City Council with results

February

Qualify Hunters, hunting ends.

March

Final report to City Council with results, Results and documentation sent to TPWD



City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016

Agenda Item: Item 8.d.. Board and Committee Member Appointments
Prepared By: City Secretary
Department: Administration
Submitted By: City Secretary

AGENDA CAPTION

Discuss, consider and possibly take action regarding making appointments Boards and Committees, if appropriate. *(City Secretary Elaine Simpson)*

BACKGROUND

This item is a 'standing' item on agendas during such time as the Council is attempting to fill several vacancies.

The following Boards and Committees have vacancies:

	Board of Adjustment 1 vacancy
1	Stephen Carter - VICE CHAIR
2	Don Bryant
3	Bill Farr
4	Jon R. Campbell
5	Larry Crochet
6	Ted Gulden - CHAIR
7	
	At Least Five Members and No more than Seven
	Planning and Zoning Commission – 1 vacancy
1	Shannon Wilson, Chair
2	Susie Hardy, Vice Chair
3	
4	Shawna Williams
5	Paul Fletcher
6	Claudine Gonzales

7	Terry Scott
	At Least 7 members - 4 is a quorum
	Airport Advisory Committee – committee is not active.
	Beautification Advisory Group - up to 10 vacancies
1	Donna Maier-Chair
2	Carol Carter
3	Rick Mills
4	Merilyn Nations
5	Julie A. Brugger
	No fewer than 3 nor more than 15 members
	3 members, or 1/3 of the appointed membership is quorum, whichever is greater

	Parks Advisory Committee 2 vacancies
1	
2	Wolf S. Williams
3	Seth Smith - Chair
4	Brad Williams - Vice Chair
5	Nelly Griffin
6	Katie Logan
7	ADVISORY CAPACITY - Council Member Shirley King
8	Diana Marichalar
9	
	Not Fewer than 4 members, no more than 9 and four is a quorum

	Street and Water Advisory Group - Ord. 630 1-14-2014 1 vacancy
1	Billy Cauley
2	Susie Hardy - Chair
3	Claudine Gonzales
4	Charles R. Myers
5	Jim Davant

6

7	George LaChance
	No fewer than 5 members no more than 7, 4 is quorum
	Wildlife Committee - 2 vacancies
	Ord. 639 adopted 3-11-2014
1	Robbie Boswell
2	Jason Brady - Chair
3	Steve Hougen
4	Dennis Jowers
5	Willie Pack - Secretary

6	
7	Doug Ripple - Vice Chair
8	
9	Mary Jane Waters
	ADVISORY CAPACITY - Council Member Todd Holland
	At least 5 and no more than 9, quorum is 4 members
	50th Anniversary Planning Committee - 1 vacancy
1	Bessie Jackson - appointed by A. Hisey
2	Dennis Maier - appointed by Full Council
3	Patie Campbell - appointed by Eric Tanner
4	Pastor Tomas Dominguez - appointed by Full Council
5	Glynis Smith - appointed by Full Council
6	Brenda Davis - appointed by Full Council
7	Merilyn Nations - appointed by Mayor Brugger
8	At- Large - Rev. Jackie English - Advisory Committee Member / Non-voting – Chair
9	

Airport Advisory Committee Council approved members	consult with Peggy Smith – ACM Staff support	
Neil Haverlah	612 E. Briarway DR	Jun-15
Jeffrey Hunt	1401 Green Forest	Jun-14

This is the list of members that Council has approved for an Airport Advisory Committee. In 2011, former Council dissolved all the committees of the City in order to restructure. The Airport Advisory Committee has never had enough interested members to constitute a quorum for a standard city committee, so the Committee has not been re-established.

The Committee has not had regular meetings for about four years.

On February 9, 2016, the City Council held a Special Workshop to discuss airport related issues with property owners who own land specifically adjacent to the city's airstrip. The meeting minutes from this workshop are in tonight's agenda under the Consent agenda, item a.

City Council has, in the last 2.5 years, appointed 2 gentlemen to serve on the currently 'defunct' Airport Advisory Committee. This committee was apparently disbanded and under a previous City Manager, all the Boards and Committees were dissolved and re-established with new Ordinances (circa 2012). The Airport Advisory Committee, has not been 're-established' by Ordinance.

Since there has been so little interest in the Airport Advisory Committee, the Council has approved Jeff Hunt and Neil Haverlah to serve, but since they are only two potential members, half of the quorum required of all the other Committees, city staff has not recommended the re-establishment of the Airport Committee and City Council has not addressed it.

Since February 9, 2016, City Secretary has received applications for consideration of appointment to the Airport Advisory Committee (and. 'Friends of the Granite Shoals Airport') from the following 7 individuals: Sandra Buschhorn (who also spoke at the workshop 2-9-16), Barry Sylvester, James Tenny (who also spoke 2-9-16), Joseph Swift, Nancy Sylvester (who spoke at workshop on 2-9), Tanya Fermin and Jimmy Fermin (who spoke 2-9-16). Nancy Sylvester and Barry Sylvester are siblings, and are both residents of Granite Shoals. James Tenny and Joseph Swift are coworkers and reside in Wimberley. The Fermins are married and are residents of Granite Shoals.

City Staff recommends that an Ordinance be drafted for the next meeting to re-establish the Airport Advisory Committee, and to determine if the Airport Committee (like the 50th Anniversary Committee) will accommodate 'advisory/non-voting' members who do not own property or reside in the City of Granite Shoals. If the Council wishes to allow such advisory/non-voting members, then the two gentlemen from Wimberley would be eligible to serve.



RECEIVED

FEB 16 2016

CITY OF GRANITE SHOALS

Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: AIRPORT ADVISORY
COMMITTEE

Name: BUSCHHORN SANDRA E.
Last First Middle

Mailing Address: 219 Mallard Point

Daytime Phone: _____ Alternate Phone: _____

Employer: Retired Business Phone: _____

Occupation: FINANCIAL VP of ad. agency e-mail address: _____
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? 16 yrs

Education: BSBA - College graduate WORKED ON MASTERS DEGREE

Professional and/or community activities: 99's, EAA, AOPA, OSHKOSH FLY IN, VOLUNTEER PILOT FOR BLOOD DRIVES, SUN + FUN FLY IN

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee Dates Served

Member of INTERNATIONAL WOMEN'S PILOT ASSOCIATION
have helped organize fly-ins, COMPASS ROSE PAINTING ON AIRPORTS,
+ flying POKER RUNS

List qualifications you feel make you a good candidate for this position:

INSTRUMENT RATED PILOT, FINANCIAL BACKGROUND,
AIRPORT PROPERTY OWNER

Sandra E. Buschhorn 2-16-16
Signature Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654

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FEB 19 2016

City of Granite Shoals
City Secretary's Office



Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: AIRPORT ADVISORY

Name: TENNY JAMES B
East First Middle

Mailing Address: 100 BURNETT RANCH RD. WIMBERLEY, TX 78676

Daytime Phone: - Alternate Phone: _____

Employer: N/A Business Phone: _____

Occupation: PILOT e-mail address: _____
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? RENTING SINCE 2008

Education: HIGH SCHOOL

Professional and/or community activities: PILOT

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee	Dates Served
<u>N/A</u>	

List qualifications you feel make you a good candidate for this position:

PILOT USING AIRPORT SINCE 2008

James B. Tenny 2-17-15
Signature Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654



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FEB 19 2016

City of Granite Shoals
City Secretary's Office

Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: _____

Name: SWIFT JOSEPH
Last First Middle

Mailing Address: 100 BURNETT RANCH RD WIMBERLEY, TX 78676

Daytime Phone: 781-222-17 Alternate Phone: _____

Employer: RETIRED Business Phone: _____

Occupation: JEWELER e-mail address: ~~XXXXXXXXXXXX@XXXXXX.COM~~
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? RENT 2009

Education: COLLEGE

Professional and/or community activities: PILOT

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee	Dates Served

List qualifications you feel make you a good candidate for this position:

PILOT USING AIRPORT

Joseph Swift
Signature

2/17/2016
Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654



RECEIVED

FEB 19 2016

City of Granite Shoals
City Secretary's Office

Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: airport

Name: Sylvester Nancy Kay
Last First Middle

Mailing Address: 508 E. Granitecastle / 802 Mystic Dr

Daytime Phone: ~~XXXXXXXXXX~~ Alternate Phone: ~~XXXXXXXXXX~~

Employer: none Business Phone: _____

Occupation: Retired e-mail address: _____
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? 2003

Education: Bachelor of Science in Education

Professional and/or community activities: Helped with Christmas Outreach

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee	Dates Served

List qualifications you feel make you a good candidate for this position: ^{deed} mother Betty + brother ^{deed} Barry

I have flown with my dad (Bob Sylvester) from Albuquerque to Granite Shoals Airport during the summers of 1962, 1963, 1964, 1965, 1966, 1967, 1968 and 1969.

Nancy K. Sylvester 2-18-16
Signature Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654



RECEIVED
FEB 19 2016
CITY OF GRANITE SHOALS

Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: Friends of the Granite Shoals Airport

Name: Fernán Jose Jimmy
Last First Middle

Mailing Address: 1409 Green Forest Granite Shoals TX 78654

Daytime Phone: ~~XXXXXXXXXX~~ Alternate Phone: _____

Employer: Roberto's Elec Coop Business Phone: _____

Occupation: _____ e-mail address: ~~XXXXXXXXXX~~
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? 18 yrs

Education: High School

Professional and/or community activities: _____

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee	Dates Served
<u>GCYSA</u>	<u>2009 - 2012</u>
<u>Caliga</u>	<u>2016 - ?</u>
<u>Safety Comm at PEC</u>	<u>2014 - 2015</u>

List qualifications you feel make you a good candidate for this position:

My property is on the Airstrip and I only want what is best for the city

Jose Fernán 2-19-16
Signature Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654

RECEIVED

FEB 19 2016

CITY OF GRANITE SHOALS



Application for Appointment to Boards,
Commissions and Committees

Board, Commission or Committee you are applying for: Friends of the Granite Shoals Airport

Name: Fermin Tanya _____
Last First Middle

Mailing Address: 1409 Green Forest

Daytime Phone: ~~XXXXXXXXXX~~ Alternate Phone: _____

Employer: _____ Business Phone: _____

Occupation: Legal Aid e-mail address: ~~XXXXXXXXXX~~
(if retired please indicate former occupation or profession)

How long have you lived/owned property in Granite Shoals? 18 yrs

Education: Highschool

Professional and/or community activities: Life Teen Director (youth)

Boards/Commissions/Committees on which you have previously served:

Board/Commission/Committee	Dates Served
<u>GCYSA</u>	<u>2008-2012</u>

List qualifications you feel make you a good candidate for this position:

Own property on the airstrip - know what the needs of the youth in our community are, and city

[Signature] 2-19-16
Signature Date

Please return completed form to: City of Granite Shoals
Office of the City Secretary
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654



**City of Granite Shoals, Texas
City Council Regular Meeting
Agenda Item Cover Memo
Date: February 23, 2016**

**Agenda Item: 9 # Workshop to discuss Non-conforming Structures
Prepared/Submitted By: Ken Nickel, City Manager**

AGENDA CAPTION

9. WORKSHOP ITEMS

TO DISCUSS 'NON-CONFORMING' STRUCTURES IN THE CITY OF GRANITE SHOALS

Discuss non-conforming structures regulations, follow up on January 12, 2016 Workshop. *(Mayor Brugger / City Manager Ken Nickel)*

CORRESPONDING BUDGET YEAR PRIORITY(IES) (IF APPLICABLE)

- 1. Continue to provide a safe Community**
- 4. Increase Code Compliance activity by approximately 25%.**
- 7. Continue to focus on Customer Service and Teamwork**
- 9. Planning and Vision for the future**
- 11. Improve Communications to the citizens of Granite Shoals**

BACKGROUND

At the City Council regular meeting of 1-12-2016 the Council held a workshop to discuss the non-conforming ordinance. City Council has heard some citizen concerns regarding structures classified as 'Non-conforming' under the Zoning Ordinance (City Code Chapter 40). Sometimes these structures (which are sometimes called 'Grandfathered') are the subject of cases brought before the Board of Adjustments. The BOA is asked to grant a variance for a structure that is classified as 'non-conforming' in order to allow owners to make improvements or enlargements to the structure.

Code Compliance Officers Preston Williams and Mike Bishop prepared information for the City Council, with the assistance of City Attorney Brad Young, to brief the Council, staff and audience related to issues which result from a structure having a 'Non-Conforming' status under the city's Zoning Ordinance. This is part of an ongoing education effort by the city staff to promote understanding about city ordinances. Both the Code Compliance staff and the City Attorney presented PowerPoint presentations on 1-12-2016 and these are summarized in the meeting minutes for that meeting.

At the City Council Regular Meeting of 1-26-2016, during his Management Report, City Manager Ken Nickel presented his summary of the questions/concerns expressed by City Council members after the 1-12-2016 Workshop, related to Non-conforming uses in the city. Council requested that city staff bring this item back at the meeting tonight to compare Council issues/concerns/questions with the recommendations of city staff. The staff recommendations are presented tonight, followed by repeat of the Council issues/concerns/questions.

City Council comments on Non-forming structures

General Comments

- I agree with the City Staff on the following
 - a. Strong consistent enforcement.
 - b. A code that improves the City.
- The Non-Conforming Structure issue is a real issue. First, I do not believe this is an issue caused by you or Code Enforcement. I do believe this issue was caused by the City of Granite Shoals in the previous decades of poor management. Regarding non-conforming due to Zoning: I am less-sympathetic to these issues because the purpose of zoning is to promote (over time) a particular character for the area.
- Our Property owners need some relief from unintended consequences of the past!!!
- I was out of town. I feel competent that both Carl and Todd gave good input.
- As you know the change of the Guard in any organization changes, but the organization remains. Laws are laws and enforcement of the law is based on the Guards.
- I suppose we need to define "minor encroachment" somehow, and I'd say something like (as an example) "less than one foot for ground footprint and less than (two or three) feet for overhang".
- My "common man" understanding of submitting house plans to any city and paying for a Building Permit is real simple, as it should be: I submit my house plans with a fee to the city. If my house plans meet "all" the city's requirements, I have no issues and receive a Building Permit. As long as I build my house per my approved Building Permit, I will have no problems or issues.....period! If I am required to pay the City, to help, inspect, insure and enforce their own rules and regulations (ordinances), basically, babysit me through my home building experience, then who else am I supposed to look to as the Expert?
- During our council meeting, you and Preston both identified the approximate time frame the ordinances were enforced fairly and completely.....as they should be. The approximate time frame was somewhere between 2 and 3 years ago, I heard both time frames.
- I can easily see a Class Action lawsuit against the City and they would win! When the City goes through a process of holding individuals up with this Non-Conforming issue, we are causing them losses, loss of money in many cases and mental distress and the list goes on and on.
- I seriously believe we need to identify the date; the City of Granite Shoals began enforcing its own ordinances, fully and consistently. Any structures prior to that date should not have a Non-Conforming issue (overhang/eaves), unless the slab/exterior wall face is within any setback or utility easement. I seriously doubt the City and previous guardsmen would have knowingly issued a Building Permit with the slab creating an issue.
- I strongly believe that the date the ordinances began full, accurate and fair enforcement needs to be identified. Any structure built before such date should be Grandfathered from a Non-Conforming issue if their overhang/eaves are within the Building Setback or Utility Easements

City Council comments on Non-forming structures

Easements and Overhangs

- Another big problem for our citizens seems to be with our current way the city now looks at easements and setbacks. I suggest the 5' set back should be measured from the property line to the foundation of the slab or floor and the overhang of the eaves should be allowed in the easements and up into the air space. In fact, setbacks should be from the property lines always. Code Enforcement Officers should inform citizens in writing that they have the right to take their cases to the City Manager for his review and they also have the right to appeal their cases to the Board of Adjustment
- I do not like the idea that an overhang or other minor easement/setback encroachment will prevent a homeowner from upgrading the home. This rubs me wrong, particularly in cases where the construction was permitted by the city. In fact, I wonder about our legal position in cases where the non-conforming structure was permitted. I know that past enforcement has been less-than-consistent, and I also realize that we must draw lines somewhere.
- I think we should require the homeowner with a "permissible encroachment" to obtain a release-of-easement from us and they should either:
 - 1) Obtain a release from other easement holders; or
 - 2) Sign a notarized letter acknowledging that they are aware of the easement and the potential future consequences of failing to obtain said release.
- I would like to see a grandfather clause in our City code that keeps homes with overhangs having incorrect setbacks out of the category of being nonconforming. Having said this, should we allow an external addition on such a house that also invades the easement or setback? No, not without some type of release, being it a favorable hearing with the Board of Adjustments and the utility.
- That the setback and easements should be measured from the edge of the overhang, knowing this makes it difficult to build on a 50 foot wide lot. Mark Morren made a good point, their standard utility easement should run to the sky, otherwise it is useless to them. I would like to know what other cities in PEC's service area do. If the vast majority is based on face of the building, then my question to Mark is why.
- Given Preston's comment that most of the non-conformance issues pertain to overhangs in the setback, we should establish a point forward date where structures must comply with setbacks and easements. Structures built prior to that date that were built in accordance with standards in place at the time of their construction, should not be considered non-conforming for that one condition alone.

City Council comments on Non-forming structures

Minimum Residential Living area (R1)

- I believe, since Ordinance 663 grants an exception to residences under 1200 SF to receive a building permit to build a garage, the city should allow building permits to be issued for all garages, room additions, porches, decks, etc. To my knowledge, the former mayors, CC members nor I realized when we annexed so many citizens that we would be taking away their rights to make improvements to their homes such as garages, additions, porches, etc. Marble Falls does allow their property owners to make improvements to their homes. This has helped Marble Falls to transform into the city it is today. This would also help take care of many problems from the past of permits being issued that contradicted Ordinance 409 at the time they were issued. Not issuing building permits to non conforming property is stopping our cities progress and hurting our citizens. We should have a grandfather clause which would allow citizens to make improvements which will improve their quality of life.

Lake Front Property

- Also, citizens who purchased lakefront and other property should be allowed to add an addition of an extra room such as a living room, garage, kitchen, den, porch or other room even though part of their home is in the easement and set back area because our citizens have paid enormous prices for their homes and enormous property taxes so they should be able to enlarge their homes. This would increase their property values and the looks of their homes plus, this would bring more tax dollars into our city for property taxes, building permits and fees, plus solve many long standing unintended problems. This would make Granite Shoals a more Friendly City to our citizens.

Board of Adjustment

- The city should not require release of easement prior to the Board of Adjustments Favorable Ruling. If the BOA grants a Variance they should include THE REQUIREMENT FOR A RELEASE OF EASEMENT AS PART OF THE APPROVAL. Plus, add the wording NO BUILDING PERMITS WILL BE ISSUED UNTIL THE APPLICANT SHOWS PROOF OF PEC RELEASE OF EASEMENTS IS GIVEN TO THE CITY.
- To make sure this gets followed up upon it would be a good idea that GS Code Compliance Officers would be given a copy of the Board of Adjustments Ruling for their files IMMEDIATELY UPON APPROVAL FROM BOA. It has come to my attention that in a recent BOA case that the property owners had to pay PEC about \$11,000 for improving their electric to be able to get release of their easements. I do not feel that this would have been fair for our citizens to pay out all these thousands of dollars and then be denied the right to proceed with their plans to improve their property.

City Council comments on Non-forming structures

Remodeling Structures

- A) I am interested the idea of restricting a structural remodel to a certain percentage of the home's value and/or size on non-conforming structures in this category.
- . Regarding the specific issue of a porch, I don't have a particular problem with things like that. Otherwise, I am disinclined to permit anything other than normal repairs
- Assuming a grandfather clause is in place, but a home is still nonconforming for other reasons, should we allow modifications, whether there internal involving walls, electrical or plumbing, or external alternations.
 - a. Internal - Yes as some percentage of the value of the home without restrictions on plumbing, electrical or wall changes.
 - b. External - Probably not. This is a tough call. Again, perhaps changes could be made only have a favorable review by the Board of Adjustments.
- It is my belief that if the exterior footprint of a non-conforming structure does not change, then the City should not impede interior improvements, e.g. if someone wants to subdivide a large bedroom to add a bathroom, and the modification does not change the exterior dimensions of the structure, it should be allowed.

City Staff Recommendations

1. Workshop

Discuss non-conforming structures regulations, follow up on January 12, 2016 Workshop. (Mayor Brugger / City Manager Ken Nickel)

Nonconforming Structures in Granite Shoals

Granite Shoals moving forward. When making tough decisions, it invariably will be displeasing to some individuals, and in some cases may appear unfair.

What are the top two causes of nonconforming (residential) structures in Granite Shoals?

1. Structure **overhangs** encroaching into public utility easements, front, side, and/or back yard setbacks.

Recommendation:

- Do not change the body of the ordinance as it currently reads. The way it is currently written makes sense and protects the properties moving forward. No permit will be issued unless it meets the criteria of the current ordinance.
- As any other rule, ordinance or law there may be reasons for exemptions, and our nonconforming ordinance may benefit from an exemption clause. We recommend the following wording:

Any structure built before July 1, 2015 that is solely in violation due to overhangs/eaves encroaching into a public utility easement, front, side or back yard setbacks, will be considered a conforming structure.

City Council or our attorney may want to change the above wording for legal purposes.

2. The **actual structure** encroaches into public utility easements, front, side, and/or back yard setbacks.

Recommendation:

- If the nonconforming structure is in violation because the structure is in the public utility easement, front, side and/or back yard setback, no exception should be made, and the enforcement of the ordinance should stand as written. The structure is a more serious issue moving forward for the property, and if we allow the expansion of the structure it expands the problem (refinancing, selling the property, transferring ownership etc.).

Everything that exists has a life expectancy and structures/residential dwellings are no exception. The nonconforming laws also protect individuals, so that federal, local or city governments cannot overreach.



**City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: 10. Written Departmental Reports
Prepared By: City Secretary
Department: Administration

AGENDA CAPTION

10. Written Reports

- a. Code
- b. Fire
- c. Streets
- d. Police

ACTUAL NUMBERS FOR FISCAL YEARS 2014 THRU 2015

Violation Types Closed	Ordinance #	2014	2015	Open	% Increase/Decrease
Junk Vehicles	605	29	36	4	124%
Property Maintenance	511	43	63	4	147%
House Numbers	409	31	16	2	52%
Unsafe Structure/Building Removal	613	8	16	3	200%
Misc. Zoning Infractions	Chapter 40	34	36	1	106%
	Totals	145	167	14	

Violation Types Closed	Ord. #	2016 Goals	YTD	Open	% increase
Junk Vehicles	605	41	10	7	24.15%
Property Maintenance	511	72	21	4	28.99%
House Numbers	409	18	7	2	38.04%
Unsafe Structure/Building Removal	613	18	7	8	38.04%
Misc. Zoning Infractions	Chapter 40	41	10	1	24.15%
	Totals	192	55	11	28.64%

CITY OF GRANITE SHOALS FIRE DEPARTMENT MONTHLY PROGRESS REPORT.



JANUARY 2016 DEPARTMENT REPORT SUMMARY

BURN BAN HAS BEEN LIFTED

Responded to a total of 86 Emergency and Response Calls
(Decrease of 6 from Previous Month)
GSFD had an average of 2 firefighters responding to each incident.
(No Change from Prior Month)
GSFD had an average response time of 6 min 44 seconds per call.
(Increase of 1 min 52 seconds from previous month)
GSFD logged 19.5 hours of training
(Increase of 1.5 hours from previous month)
GSFD accepted 0 new applications for membership.
(No Change from Prior Month)
GSFD had 1 Volunteer Member of the Fire Department Resign.
(Increase of 1 from Prior Month)

**Staff Levels: 1 Full Time Paid Chief
1 Full Time Asst Chief (Shift Work)
2 Full Time Paid Firefighters (Shift Work)
4 Part Time Fire Fighters (Call in)
17 Volunteer Fire Fighters**

Response Statistics Summary:

Type

Fire/Rescue/Haz-Materials: 2 (Decrease of 3 calls from Prior month)
EMS/Medical Assist: 55 (Increase of 8 calls from Prior Month)
Public Service/Good intent: 29 (Decrease of 10 calls from Prior Month)

Total 86 Responses for Service

(Decrease of 6 Calls from Previous month)

(Note: Service calls include Controlled burn investigations, false alarms and permit issuances)

Areas

Granite Shoals: 71 (Decrease of 2 Calls from Prior month)
BCESD#3 Area: 7 (Decrease of 6 Calls from Prior Month)
Mutual Aid: 3 (Increase of 2 Calls from Prior Month)
Lake LBJ Responses 0 (No Change from Prior Month)
Highland Haven: 5 (No Change from Prior Month)

Total: 86 Responses for Service

Green- improvement, Red- negative improvement, Blue-No Change

Staff:

GSFD units removed one Volunteer Firefighter Due to inactivity.

Training:

NIMS Training	1 Hr	Basic Ground Cover	8 hrs
Fire Hose Practice	2 hrs	Sky Warn Weather	2 hrs
Business Meeting	1 Hr	Adv. Airway	2 hrs
Basic Auto Ext.	3 Hrs	FD Organization	1.5 Hrs

Apparatus and Equipment:

New Squad 5252 has been ordered and awaiting delivery.
Station Interior Bay lights have been converted to LED.

Grants and Major Purchases and Projects:

2015 Run Total was 1171 Calls For Service

We are looking at used fire Apparatus to Replace our reserve Fire engine which is 30 years old.

ESD News and Fire Contract News

ESD # 3, Beaver Island POA and GSFD are working toward repairing or replacing the Dry Hydrants in Beaver Island.

GSFD has assisted in inspecting the hydrants to determine the best course of action on the Dry Hydrants. At this time it is recommended to repair one Hydrant and replace the other.

Additional Fire Contracts for out of district residents are available at the Fire Station or at City Hall. They are also available online at www.gsfd.us or online at www.graniteshoals.org

Auxiliary:

I have updated the website with pictures of the event at www.gsfd.us .

We also now have a Facebook Account, so be sure to "Friend us"

Thank you, Sincerely

Austin Stanphill

Austin Stanphill Fire Chief, City of Granite Shoals Fire Department

City of Granite Shoals

Park Report

Month ending January 2016

Actions	Park 1	Park 2	Park 3	Park 4	Park 5	Park 6	Park 7	Park 8	Park 9
Septic System treatment									
Mow and Weed									
Paint Park Signs									
Clean Restrooms	7					8			
Furnish Toilet paper	8					8			
Emptied Trash	8		7	7	7	8		7	7
Pickup Ground and Shoreline	7	7	7	7	7	8		7	7
Trimmed trees									
Replaced Flags									
Community Center work									

Actions	Park 10	Park 11	Park 12	Park 13	Park 14	Park 15	Park 16	Park 17	Park 18	Park 19
Septic System treatment										
Mow and Weed										
Paint Park Signs										
Clean Restrooms	7		7				8			
Furnish Toilet paper	8		8				8			
Emptied Trash	7	7	8	7	7	7	8	7	7	7
Pickup Ground and Shoreline	7	7	7	7	7	7	8	7	7	7
Trimmed trees										
Replaced Flags										
Safety Items and Repairs										

Street Department Monthly Report

January 2016

Street Work and Repairs

Worked at Shorewood Downs hauled 17 loads of granite gravel blade and rolled street.

Worked at Judy Dr hauled 10 loads of granite gravel blade and rolled street.

Worked at KingsDeer hauled 10 loads of granite gravel blade and rolled street.

Worked at Moss Valley hauled 15 loads of granite gravel then blade and rolled street.

Hauled 11 loads of granite gravel to KingsBriar blade and rolled street.

Hauled 12 loads granite gravel to Hillburn and bladed street

Hauled 4 loads granite gravel to Kingscreek on washouts.

Drainage Work and Pipe Installments

Clean out ditch at Prairie Creek also at Kingsview.

Installed a 8X20 driveway drain pipe at 512 E. Bluebriar.

Installed a 8x10 driveway pipe extension on 1205 Hillcrest.

Installed a 8x20 driveway drain pipe at 137 E. Briar.

Installed two driveway drain pipes at 2602 Valley West one 12x20 and a 12x30.

Other

Cut brush and patch pot-holes where needed to be patch.

Transfer material from 1 dumpster to another so it could be pickup by the water tower at Kingscircle.

Bladed 3 loads of top soil at the Fire hall for Chief Austin.

Replace hydraulic hose on back-hoe and service equipment.

GRANITE SHOALS POLICE DEPARTMENT

MONTHLY PROGRESS REPORT – JANUARY 2016

CHIEF J. P. WILSON



STAFF

Staff Levels: Nine of nine paid positions are full. We have three non-paid reserve officers. These officers volunteer approximately 24 hours per month.

VEHICLES AND EQUIPMENT

Eight patrol vehicles are in good working order. Two of these eight vehicles are nearing 6 years old, both over 105,000 miles and are experiencing increasing maintenance costs as a result. The two replacement vehicles approved in the FY 2015 – 2016 budget have been ordered and are currently in the process of having emergency equipment installed. The Animal Control vehicle is in good working order, however, this vehicle is a 2003 model and has over 200,000 miles which is leading to increased maintenance costs. The marine vessel is in good working order. The incident command vehicle is in good working order. We are working diligently to keep all vehicles in good working order while keeping maintenance costs as low as possible.

TRAINING

Two officers received 24 hours of training in narcotic's interdiction and investigation. Because of good working relationships with other agencies, this training was provided at **NO COST** to our agency. We are in the process of developing our training plan for the upcoming year to meet the needs of the department and provide our officers with high quality training.

GRANTS, MAJOR PURCHASES, AND PROJECTS

We have applied for a grant from the National Rifle Association Foundation for various equipment and are waiting to be informed if we are awarded this. As part of continuing compliance with best practices, we completed quarterly inspections of equipment and a semi-annual inspection of our evidence room. All standards were found to be met during these inspections. We are monitoring federal and state surplus equipment programs for any equipment, including generators and emergency operations command equipment, that may be available at no or reduced cost.

GRANITE SHOALS POLICE DEPARTMENT

MONTHLY PROGRESS REPORT – JANUARY 2016

CHIEF J. P. WILSON



STATISTICS

Administrative: 14

Alarms: 13

Medical: 10

Animal: 37

Assault: 7

Assist Other Agency: 15

Burglary: 1

Citizen Assist: 23

Civil Problem: 4

Collision: 6

Damage: 3

Disturbance / Nuisance: 36

Domestic Disturbance: 4

Drugs: 1

Fire / Fire Alarm: 1

Fraud / Deception: 2

Harassment/Stalking/Threat: 1

Miscellaneous: 1

Missing / Runaway / Found Person: 1

Psychiatric / Abnormal Behavior: 2

Public Intoxication: 1

Lockin / Lockout / Peace / Welfare: 45

Robbery / Carjacking: 1

Security Check: 5

Suicidal Person / Attempted Suicide: 2

Supplemental: 29

Suspicious: 41

Theft: 9

Traffic Stop: 123

Traffic Violation / Complaint: 26

Trespassing / Unwanted: 3

MUD / Parks / Utilities: 1

Violate City Ordinance (Animal): 3

Violate City Ordinance (Park): 1

Warrant Service: 8

Weapons / Firearms: 5

Total Calls for Service: 485

Note: These statistics represent reported 'Calls for Service' and not verified offenses. Offenses may be different from reported, may have been Unfounded, or otherwise cleared.



**City of Granite Shoals, Texas
City Council Meeting
Agenda Item Cover Memo
February 23, 2016**

Agenda Item: Item 11– Future Agenda Items
Prepared By: City Secretary
Department: Administration

AGENDA CAPTION

11. Future Meetings and Agenda Items

- a.) Review Agenda Calendar
- b.) Identification of future agenda items

Future agenda items – a time where Mayor, Council members or City Manager may suggest items for future agendas and when the Agenda Calendar is reviewed.

Agenda Calendar

This is a planning tool only and all information is tentative until listed on an official agenda and posted in accordance with Texas Open Meeting law.

February 23, 2016

Drawing for Order of Names on the May Ballot (5:30 PM before meeting)

**City Council Regular Meeting
74 days before the May Election(s)**

Item #	Action	Subject	Requestor	Staff	Status
1-3		CTO/Invocation/Pledge			
		Citizens Comments			
	Hear	Judge Reilly – Quarterly report		Reilly	Judge confirmed.
	Hear	1 st Quarter Financial Report / Investment Report		Gholson	
	Hear	Grant Development Services – Gandolf Burrus – Update on future park grant opportunities		Nickel	Information re: parkland donation for matching purposes
	Hear	CM/ACM/CS Reports			
	Consent	Meeting Minutes February 9, 2016		Simpson	
	Consent	Amending ord. to General Fee Schedule to remove ‘LCRA Drought pass through fee’ upon reduction of LCRA rates – city utility bills, March 2016.	Brugger	Smith	As discussed during management report 1/12/2016
	Consider	Re-appointment of Associate Judge Nelson, two year contract term. Plus, Judge Lisa Whitehead, per request of Judge Reilly		Nickel	Nelson’s automatic contract extension ends this month.
	Consider	Mr. Greg Haley, Engineer, with additional options for Road Infrastructure improvements designs and costs, options for Prairie Creek as discussed 2-9-2016		Nickel	Workshops held last 4 meetings on this topic.
	Consider	Ord. to formally adopt Deer Management – Pilot program 2016-2017		Nickel	Brad Young ready
	Consider	Proposed Ord. 682, Amending Ordinance to update city regulations of alcohol	Council	Young	As discussed 1/26/16
	Consider	Board and Commission Appointments		Simpson	
	WKSHP	Non-conforming structures – follow-up on 1/12/2016 Workshop with Code staff and City Attorney – with staff comments		Nickel	Council questions, concerns related to 1/12/2016 Workshop
		Written Department Reports			
		Future Agenda Items/Adjournment			

Tuesday, March 8, 2016

**City Council Regular Meeting
60 days before the May Election(s)**

Item #	Action	Subject	Requestor	Staff	Status
1-3		CTO/Invocation/Pledge			
		Citizens Comments			
	Hear	50 th Anniversary Committee Update?			

	Hear	CM/ACM/CS Reports			
	Consent	Meeting Minutes February 23, 2016		Simpson	
	Consider	Board and Commission Appointments		Simpson	
	Consider	Res. Related to policies for public records request for Police Department Body Cameras footage.		Nickel/	
	Discuss	Proposals for modifying/updating the City Drought Contingency Schedule, regarding 'trigger points' for institution of drought stages		Smith	As discussed at 1-12-2016 Council meeting
	Consider	Jacobs and Martin presentation/ Will Duggar			
	Consider	Way Company?			
		Future Agenda Items/Adjournment			

Tuesday, March 22, 2016
City Council Regular Meeting
46 days before the May Election(s)

Item #	Action	Subject	Requestor	Staff	Status
1-3		CTO/Invocation/Pledge			
		Citizens Comments			
	Hear	CM/ACM/CS Reports			
	Hear	Audit		Gholson	?
	Consent	Meeting Minutes March 8, 2016		Simpson	
	Consider	Modifications proposed to Ord. 191 – Revision to Police Reserves		Wilson / Young	Updating
	Consider	Board and Commission Appointments		Simpson	
		Written Department Reports			
		Future Agenda Items/Adjournment			

Tuesday, April 12, 2016
City Council Regular Meeting
25 days before the May Election(s)

Item #	Action	Subject	Requestor	Staff	Status
1-3		CTO/Invocation/Pledge			
		Citizens Comments			
	Hear	CM/ACM/CS Reports			
	Consent	Meeting Minutes March 22, 2016		Simpson	
	Consider	Board and Commission Appointments		Simpson	
		Written Department Reports			
		Future Agenda Items/Adjournment			

Future Agenda Items Not Scheduled: (for example – items tabled but not to a date certain)

Requestor	Date Requested	Subject	Status
		No Engine Brake signs	
		Review, Revise and Update Zoning Ordinance	Marvin Townsend, originator , P&Z considering it at their meetings starting October 2013
Council		ETJ Annexation – Nobles Area	FY 2015-2016 ?
		Capital Assets Management Policy	For Water / WW Grants
	Action	Discuss and Consider possible methodology for selling City owned real property.	Property List – City Owned Property Discussed 3/11 briefly – sellable properties??
	Consent	Consider Ord. postponed from 9-10-2013 clarifying area around current water plant as restricted area.	If Burnet Co. 911 has information
?	Consider	Contractor Fee for Big Trucks? Impact Fee – Ordinance –	Morren
Staff	Oct 2015	Expanded hours for Alcohol Service in the City limits	
Staff	Hear	Presentation by Dr. McBride related to Christ-Yoder Animal Shelter Services	First Quarter end? Approx.. Jan 2016 ?
Wrkshop		Procedure to evaluate City Property on 1431 for City to sell	Morren 7-28-2015 moved
		City Employee job descriptions	Simpson
		Update of Board and Commission Members Demographics	Simpson
	10/27/2015 Mayor	Annexation Plan – Scope of Plan	Annexation Discussion before giving P&Z Commissioners their charge for this project?

Year-Round Overview Summary

(for example: contacts which must be renewed annually, grant applications which must be made annually, statutory items which are done at a specific time of year, e.g. Election Canvass).

Month	Subject / Item
January	1. Contract with Burnet County to Conduct May General Election – City Sec. 2. Call the City Election – Simpson 3. Quarterly Municipal Court report by Municipal Judge.
February	1. Annual Racial Profiling Prevention Report – PD 2. Airport issues (2016). 3. Associate Judge contract 2016.
March	Audit report of previous budget year – Finance Director, Proclamation from Mayor naming April as Child Abuse Prevention and Awareness Month
April	Quarterly report on Municipal Court from Municipal Judge
May	1. Canvass of City General Election – City Sec. 2. Appointment of Mayor Pro Tem. 3. Review of Meeting schedule? 4. Council Pictures? 5. Calling Runoff Election if needed. 6. Board and Commission Members appointments. 7. Board and Comm. Appreciation Reception
June	1. Proposed Budget Calendar – City Manager. 2. City Manager contract 2016

July	<ol style="list-style-type: none"> 1. Budget Workshop(s)? - City Manager / Finance Director / City Council 2. Personnel evaluations – City Manager and City Secretary 3. Quarterly Municipal Court report by Municipal Judge. 4. Accept Appraisal Roll from Tax Appraiser. <p>Judge contract 2017.</p>
August	<p>Public Hearings for Tax Rate/Budget – City Manager/ Fin. Dir / City Sec.,</p> <ol style="list-style-type: none"> 2. Budget Workshop(s) - City Manager / Finance Dir. / City Sec. 3. City Managers Annual Review of Personnel Manual – any recommended modifications.
September	<ol style="list-style-type: none"> 1. Adoption of Budget 2. Adoption of Tax Rate
October	<ol style="list-style-type: none"> 1. Official Newspaper of Record Resolution – City Sec. 2. Council Meeting schedule for holiday season 3. Annual Review of Investment Policy, Finance Policy, Finance Goals. 4.) Juvenile Curfew Ord. (2016) 5.) Quarterly Municipal Court report by Municipal Judge. 6.) Consideration of the nominees for the John Rinehart Award
November	<p>Every 4 years re-authorize quarter cent sales tax for Streets prepare for May Election</p>
December	