



**Partial Exemption Racial Profiling Reporting
(Tier 1)
January 2016 - December 2016**

BASTROP POLICE DEPARTMENT

Number of motor vehicle stops:

Mark only 1 category per vehicle stop

- 1. 1501 Citation Only
- 2. 77 Arrest Only
- 3. 137 Both

4. 1715 Total

Race or Ethnicity:

- 5. 180 African
- 6. 41 Asian
- 7. 990 Caucasian
- 8. 487 Hispanic
- 9. 14 Middle Eastern
- 10. 1 Native American

11. 1713 Total

Race or Ethnicity known prior to stop?

- 12. 9 Yes
- 13. 1706 No

14. 1715 Total

Search Conducted?

- 15. 134 Yes
- 16. 1581 No

17. 1715 Total

Was search consented?

- 18. 20 Yes
- 19. 114 No

20. 134 Total Must equal #15

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING OF JANUARY 10, 2017.**

2. Party Making Request:

3. Nature of Request: (Brief Overview)

4. Attachments: Yes X No

5. Motion Requested:

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
JANUARY 10, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, January 10, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Kesselus and Mayor Pro Tem DeLaRosa, and Council Members Peterson, Schiff, Jones and McAnally. Officers present were Interim City Manager Marvin Townsend, City Secretary Ann Franklin and City Attorney David Bragg.

CALL TO ORDER

At 6:30 p.m. Mayor Kesselus called the Meeting to order with a Quorum being present.

PLEDGE OF ALLEGIANCE

Andres Rosales led the Pledge of Allegiance

INVOCATION

Mayor Kesselus gave the Invocation.

PRESENTATIONS

- A. Cost of Service and Rate Design Study – Tracy Waldron, Chief Financial Officer
Nelisa Heddin, NH Consulting, LLC gave the presentation.
- B. Recognition of two Bastrop Police Officers for Heroic Action – Steve Adcock, Public Safety Director, Chief of Police
Steve Adcock, Public Safety Director, Chief of Police recognized Chris Chavez and Charles Sanford for their heroic actions.

PROCLAMATIONS

- A. Martin Luther King Day
Proclamation was read into record by Mayor Kesselus.

PRESENTATIONS CONTINUED

- C. At 7:00 p.m. – 7:45 p.m. Conversation with Mr. Bill Geist of DMO Pro regarding his Phase 2 report on the potential creation of a DMO. (Two way telephone will be available for City Council questions.)
Discussion was held via Skype with Bill Geist, DMOProz.

C. OLD BUSINESS

- C.1 Thoughts for discussion. Continuing discussion and possible action related to the phase 2 Report on the possible creation of a Destination Marketing Organization.
 - a. What type of organization? Texas non-profit corporation, 501C6 federally recognized entity, City Board with overlapping terms.
 - b. What type of annual contract is contemplated? Proposed advertising program based on estimated allocation for advertising? City Council approval of major changes?
 - c. Should an initiating committee be established to recommend structure of continuing board, number of members, groups to provide nominations for City Council approval?The consultant contract provides for a phase 2 and phase 3 of the contract. Phase 1 is basically complete. Does the City Council wish to authorize phase 2 or some portion of phase 2?

Council Member Jones made the motion as follows, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

MOTION:

Approve the DMO formation as an independent non-profit organization (legal designation to be determined by Council at the direction of legal counsel) with the following stipulations:

- 1. DMOProz be hired on an hourly basis or lump sum as to be determined by the appointed board.**
- 2. A Phase 2 advisory committee be assembled that includes:**
 - a. Bastrop City Mayor;**
 - b. Phase 1 advisory committee organizations: Members to be selected by organizations, with the recommendation that the Vision Task Force be represented by Councilwoman Kay McAnally because of her deep involvement in the DMO concept from its inception, Bill Ennis of Main Street, Mike Jokovich of the Hyatt Regency Lost Pines, and Lee Harle of the Chamber of Commerce; and**
 - c. Additional members representing restaurants, retail, and/or any other group the advisory committee deems appropriate.**
- 3. That the Phase 2 process begin within 10 days from today and all advisory members including new members, if any, be selected by the Phase 1 organizations prior to Phase 2 commencement.**

ANNOUNCEMENTS

- A Distribution of Items to Council (If Necessary) – Ann Franklin
- B. Items Targeted for Future Meetings.

January 24, 2017 –

- **Place the beginnings of plan for new sign ordinance for the City of Bastrop on the agenda.**
 - **Place status of the project for Terry Sanders on the agenda.**
- C. Requests by Council Members for items on future agendas and requests for information from City Manager.
 - D. Election candidate packets. – Ann Franklin

An announcement was made by Ann Franklin, City Secretary stating the Candidate Packets would be available on January 11, 2017 at City Hall.

CITIZENS COMMENTS

Glen Johnson – Mr. Johnson voiced a complaint regarding what he perceived as an open meetings act violation by the City. He stated that a November 29th meeting was held without posting and that a quorum was present. Mr. Johnson stated that he was tendering to the City Secretary an open meetings request for all video and recordings of the meetings of November 29, 2016 and December 5 and 7, 2016 and the notes taken by the Mayor and Council Members present at those meetings.

CONSENT AGENDA - *All the following items are considered to be self-explanatory by the Council and will be enacted with one motion; there will be no separate discussion of these items unless a Council Member so requests.*

- A.2 Consideration, discussion and possible action by the City Council to select the Bastrop County Emergency Food Pantry & Support Center as the Social Service Agency designated to administer the funds of the City of Bastrop's "Good Neighbor Fund".
- A.3 Consideration, discussion and possible action on the Final Plat for the Beck, N.H.P. & Prokop Subdivision, Section Three, being +/-4.813 acres within the Nancy Blakey Survey, Abstract No. 98, located within the Bastrop City limits.
- A.4 Consideration, discussion and possible action on the Final Plat for 512 House Group Subdivision being +/-0.997 acres, within the Stephen F. Austin Survey Abstract No.3, to create one residential lot east of Phelan Road located within the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction (ETJ).
- A.5 Consideration, discussion and possible action to approve the street name M. Bennight Boulevard, being a publicly-accessed, privately-owned roadway located between State Highway 71 and Old Austin Highway, and within the City Limits of Bastrop, Texas.
- A.6 Appointment by Mayor, subject to confirmation by City Council of Dixie West to Place 9 on the Bastrop Public Library Board fulfilling an unexpired term ending June 2018.

Mayor Pro Tem DeLaRosa made the motion to approve the consent agenda, seconded by Council Member McAnally. The motion was approved on a 5-0 vote.

CONSENT ITEMS CONTINUED

- A.1 Approval of minutes from special meeting of September 8, 2016 and regular council meetings of July 26, 2016 and December 13, 2016.
The July 26, 2016 minutes were withdrawn.

Council Member Schiff made the motion to approve the minutes from special meeting of September 8, 2016, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

Council Member Schiff made the motion to approve the minutes from regular council meeting of December 13, 2016, seconded by Council Member Peterson. The motion was approved on a 5-0 vote.

B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION - NONE

- B.1 **Public Hearing to:** Receive public input on the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program

(TxCDBG). The purpose of this meeting is to allow citizens an opportunity to discuss the citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and the use of past TxCDBG funds.

Presentation was made by Trey Job, Director of Public Works, Parks & Utilities.

The public hearing was conducted.

- B.2** Consideration, discussion and possible action regarding a resolution allocating funding and approving the submittal of an application for A Texas Community Development Block Grant for the amount of \$300,000 with the Texas Department of Agriculture and allocation of \$150,000.00 from the Water Waste Water Fund for the repair & replacement of waste water infrastructure approximately 4,500 feet in length.

Resolution No. 2017 R-01 was approved on Council Member Peterson's motion, Council Member Schiff's second. The motion was approved on a 5-0 vote.

- B.3** Consideration, discussion and possible action to award a contract for engineering services to Strand and Associates to provide preparation of an application and project implementation if awarded for a Texas Community Development Block Grant to the Texas Department of Agriculture.

Council Member McAnally made the motion to award a contract for engineering services to Strand and Associates, seconded by Council Member Peterson. The motion was approved on a 5-0 vote.

- B.4** Consideration, discussion and possible action to award a contract for grant administration services to Langford and Associates to prepare and submit an application for a Texas Community Development Block Grant to the Texas Department of Agriculture.

Council Member Schiff made the motion to award a contract for grant administration services to Langford and Associates, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

- B.5** Consideration and discussion of DRAFT Amendment to the City of Bastrop Sign Ordinance Section 3.20 regarding certain provisions related to pylon signs.

The presentation was made by Wesley Brandon, Director of Planning and Engineering.

The discussion was held.

- B.6** **Public Hearing:** "Request by Buc-ee's LTD to overturn a prior decision of the Bastrop Municipal Sign Review Board, made December 7, 2016, denying a request by Buc-ee's LTD for waiver "variances" to the City of Bastrop Sign Ordinance, to allow a pylon sign with a maximum height of 70 feet where a maximum height allowance is 35 feet and a maximum sign area of 400 square feet, where a maximum sign area of 160 square feet is allowed.

The presentation was made by Wesley Brandon, Director of Planning and Engineering.

The public hearing was held.

- B.7** Consideration, discussion and possible action to grant "Request by Buc-ee's LTD to overturn a prior decision of the Bastrop Municipal Sign Review Board, made December 7, 2016, denying a request by Buc-ee's LTD for waiver "variances" to the City of Bastrop Sign Ordinance, to allow a pylon sign with a maximum height of 70 feet where a maximum height

allowance is 35 feet and a maximum sign area of 400 square feet, where a maximum sign area of 160 square feet is allowed.

Council Member Schiff made the motion to grant the request by Buc-ee's LTD, seconded by Council Member Jones. The motion was approved on a 5-0 vote.

- B.8** The need for revisions in the ordinances creating the Zoning Board of Appeals and the Sign Board of Appeals have been identified in appeal activities during the last few years. Since there are no pending cases before either board it is timely to consider changes at this time. The need for changes will be discussed with each board and the Planning Commission before a recommendation will be submitted to the City Council for consideration.

Presentation made by Interim City Manager.

Mayor Kesselus recessed the Council Meeting at 8:21 p.m.

Mayor Kesselus called the meeting back to order at 8:26 p.m.

D. NEW BUSINESS

- D.1** Consideration, discussion and possible action regarding 2017 City Council Meeting schedule. **Mayor Pro Tem DeLaRosa made the motion to approve the 2017 City Council Meeting schedule, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.**

- D.2** Consideration, discussion and possible action approving the solicitation of bids for construction related to the Alley D Parking Lot Concrete Paving Project. The bids will be opened on February 16, 2017 at 1311 Chestnut Street beginning at 10:30 a.m.
Presentation was made by Trey Job, Director of Public Works, Parks & Utilities.

Council Member Schiff made the motion to give permission to move forward with the solicitation of bids for construction related to the Alley D Parking Lot Concrete Paving Project, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

- D.3** Consideration, discussion and possible action for the approving the solicitation of bids for the installation of two sections 16-inch water main. the limits of construction for section (1) are from an existing connection west of the intersection of Hwy 95 and Hwy 71 and connecting at Eskew Street, and section (2) from an existing connection south of Hwy 71 and traveling west along Hwy 71 until the City of Bastrop new elevated storage tank location is reached.

Presentation was made by Trey Job, Director of Public Works, Parks & Utilities.

Council Member Schiff made the motion to give permission to move forward with the solicitation of bids for the installation of two sections, seconded by Council Member Jones. The motion was approved on a 5-0 vote.

- D.4** Consideration and discussion regarding amendment to Chapter 4 of the Code of Ordinances of the City of Bastrop, "Bastrop Regulations", Article 4.03 "Taxicabs, Shuttles And Touring Vehicles," to add definitions of terms, add exemptions from coverage, add regulations pertaining to pedicabs, horse-drawn carriages, low speed vehicles ("LSV"), neighborhood electric vehicles ("NEV"), providing additional remedies for violations; and amending Appendix A4.03.001 – "License" of the Code of Ordinances of the City of

Bastrop, concerning inspection and drivers' fees for same; providing for penalties; and establishing an effective date.

Presentation was made by David Bragg, City Attorney.

- D.5** Consideration, discussion and possible action with respect to "Ordinance Authorizing The Issuance of the City Of Bastrop, Texas General Obligation Refunding Bonds; Levying An Ad Valorem Tax in Support of the Bonds; Establishing Procedures for Selling and Delivery of One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds".
Presentation was made by Dan Wegmiller, Managing Director at Specialized Public Finance Inc.

Ordinance No. 2017-01 was approved on Mayor Pro Tem DeLaRosa's motion, Council Member Schiff's second. The motion was approved on a 5-0 vote.

- D.6** First reading of an ordinance amending Chapter 15, "Fairview Cemetery", to the Code of Ordinances of the City Of Bastrop, Texas; in accordance with existing statutory requirements; repealing all conflicting ordinances; containing a severability clause; and providing for an effective date.
Presentation was made by Tracy Waldron, Chief Financial Officer.

Council Member Schiff made the motion to approve the first reading of the ordinance, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

- D.7** Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending November 30, 2016.
Presentation was made by Tracy Waldron, Chief Financial Officer.

Mayor Pro Tem DeLaRosa made the motion to accept the unaudited Monthly Financial Reports for the period ending November 30, 2016, seconded by Council Member Peterson. The motion was approved on a 5-0 vote.

- D.8** Recommendation that the annexation process be completed regarding Trinidad Business Park Phase I, Lots 1 AND 2, being an approximate 8 acre tract on the south side of Highway 71 west of its intersection with FM 20. Public hearings were held on September 27, 2011 and October 11, 2011. On October 24, 2011, Mr. Richard Welch and Mr. Jason Alley presented an executed contract for voluntary annexation as the owners of the above described property, with such voluntary annexation to occur no sooner than 3 years after the 2011 annexation was completed, but no sooner than October 26, 2014. the 2011 annexation was effective on November 8, 2011. The service plan presented in 2011 at the public hearings is still timely. All abutting property was annexed in 2011. If this recommendation is approved, the ordinance completing this annexation will be scheduled for first reading on January 24, 2017.
Presentation was made by Marvin Townsend, Interim City Manager.

Council Member Schiff made the motion directing the Interim City Manager, Marvin Townsend to proceed with the annexation process, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

- D.9** Update: Consideration, discussion and possible action approving the proposed design provided by Deep in the Heart Foundry and approved by the Bastrop Art in Public Places Board for the Toads in Town project.

Presentation was made by Deborah Johnson, Chair of Bastrop Arts in Public Places.

Council Member McAnally made the motion to approve the proposed design provided by Deep in the Heart Foundry, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

E. EXECUTIVE SESSION

Pursuant to Texas Government Code §551.071 the City Council will meet in Executive Session to consult with its attorney to seek his advice about pending or contemplated litigation, or settlement offers. The City Council also will meet with its attorney to discuss legal issues related to the Texas Open Meetings Act and Texas Public Information Act. The City Council also will meet with its attorney pursuant to Texas Government Code §551.071(2) to consult on matters in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

E1. The Bastrop City Council met at 8:50 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.*, to discuss the following:

- A. SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *but not limited to* municipal water supply, McCall Ranch water permit litigation, VanDiver litigation, and Pine Forest Unit 6, and (2) other matters upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda, including procedures and policies dealing with open records.
This item was withdrawn.

- B. SECTION 551.074 Personnel Matters** – City Manager applications.

E2. The Bastrop City Council reconvened at 9:37 p.m. into open (public) session to discuss, consider and/or take any actions necessary related to the executive session(s) items noted herein, or regular agenda items, noted above, and/or related agenda items.

ACTION ITEMS FROM EXECUTIVE SESSION (If any are needed.)

- E2.A SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *but not limited to* municipal water supply, McCall Ranch water permit litigation, VanDiver litigation, and Pine Forest Unit 6, and (2) other matters upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda, including procedures and policies dealing with open records.
NO ACTION.
- E2.B SECTION 551.074 Personnel Matters** – City Manager applications.
NO ACTION.

ADJOURNMENT

Mayor Pro Tem DeLaRosa made the motion to adjourn the meeting at 9:39 p.m., seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

Minutes were approved on (Mon/Date/Year) by Council Member motion, Council Member second. The motion was approved on a vote.

CITY COUNCIL

AGENDA COVER SHEET

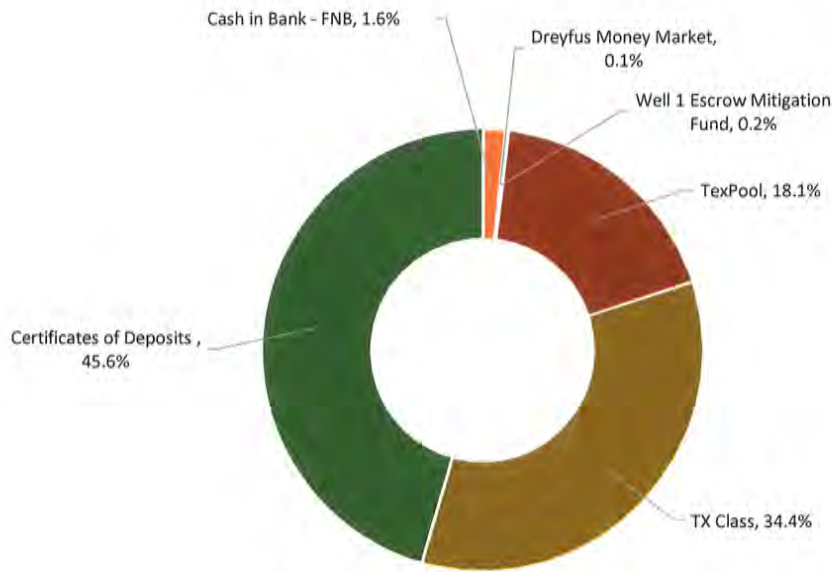
DATE SUBMITTED: 1/17/17

MEETING DATE: 1/24/17

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the Quarterly Investment Report for the period ending December 31, 2016.**
2. Party Making Request: **Tracy Waldron, Chief Financial Officer**
3. Nature of Request: The CFO shall submit a written quarterly investment report to the City Manager and City Council per the City's Investment Policy.
4. Attachments: Yes X No
5. Motion Requested: Motion to Approve the Investment Report ending 12/31/16

City of Bastrop
 Quarterly Investment Report
 Summary
 period ending Dec. 31, 2016

Investments Description	Beginning Book Value	Ending Book Value	% of Portfolio	QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
Cash in Bank - FNB	\$ 353,918	\$ 478,467	1.6%	\$ 1,293	\$ 1,293	0.02
Dreyfus Money Market	\$ 3,633	\$ 22,747	0.1%	\$ 15	\$ 15	0.00
Well 1 Escrow Mitigation Fund	\$ -	\$ 50,008	0.2%	\$ 8	\$ 8	0.00
TexPool	\$ 4,671,953	\$ 5,327,089	18.1%	\$ 5,136	\$ 5,136	0.18
TX Class	\$ 7,581,077	\$ 10,112,607	34.4%	\$ 16,080	\$ 16,080	0.34
Certificates of Deposits	\$ 13,417,587	\$ 13,417,587	45.6%	\$ 35,595	\$ 35,595	145.75
Total Investments	\$ 26,028,167	\$ 29,408,504		\$ 58,127	\$ 58,127	146.30
					\$13,375 YTD 12/31/15	



Prepared by:
Tracy Waldron
 Tracy Waldron, Chief Financial Officer

City of Bastrop
Quarterly Investment Report
Certificate of Deposit
period ending Dec. 31, 2016

FUND	BANK/ BROKER	CD NUMBER	BALANCE	MATURITY DATE	APY	Days to Maturity	Date Opened
Pooled Cash	FNB	74778	\$ 1,500,000	11/05/2016	0.70%	36	11/06/2015
	FNB	66399	\$ 1,500,000	04/26/2017	0.80%	208	04/29/2003
	FNC	70153RHL5	\$ 245,000	03/13/2017	0.70%	164	11/30/2015
	FNC	58733ACE7	\$ 245,000	03/23/2017	0.85%	174	12/23/2015
	FNC	063248FM5	\$ 245,000	05/05/2017	0.70%	217	05/05/2016
	FNC	07370WYQ3	\$ 245,000	05/10/2017	0.70%	222	05/11/2016
	FNC	34387ABV0	\$ 245,000	06/19/2017	1.00%	262	12/17/2015
	FNC	9497482Y2	\$ 245,000	06/19/2017	1.00%	262	12/17/2015
	FNC	108622ER8	\$ 245,000	09/15/2017	1.00%	350	12/16/2015
	FNC	20361LBQ6	\$ 245,000	09/22/2017	1.00%	357	12/23/2015
	FNC	31985HAK2	\$ 245,000	11/03/2017	0.75%	399	05/11/2016
	FNC	33732TAT9	\$ 245,000	11/14/2017	0.75%	410	05/13/2016
	FNC	69478QDB3	\$ 245,000	11/20/2017	0.75%	416	05/18/2016
	FNC	02587DK31	\$ 245,000	12/18/2017	1.30%	444	12/16/2015
	FNC	20033ANZ5	\$ 245,000	01/19/2018	1.30%	476	01/19/2016
	FNC	12738RCW2	\$ 100,000	02/12/2018	1.25%	500	02/10/2016
	FNC	04407RAX9	\$ 245,000	02/13/2018	0.85%	501	05/13/2016
	FNC	06414QXX2	\$ 245,000	02/27/2018	1.00%	515	05/27/2016
	FNC	20786ABK0	\$ 245,000	02/28/2018	1.00%	516	02/29/2016
	FNC	88241TAL4	\$ 245,000	03/12/2018	1.00%	528	03/11/2016
	FNC	32112UCC3	\$ 245,000	03/15/2018	1.00%	531	03/15/2016
	FNC	55266CRV0	\$ 190,000	03/26/2018	0.90%	542	05/26/2016
	FNC	PER200CW7	\$ 200,000	05/04/2018	1.05%	581	05/04/2016
	FNC	465076JH1	\$ 245,000	05/04/2018	1.05%	581	05/04/2016
	FNC	02006LA78	\$ 245,000	05/07/2018	1.00%	584	05/05/2016
	FNC	46176PFA8	\$ 245,000	05/04/2018	1.00%	581	05/05/2016
	FNC	981571CD2	\$ 200,000	05/04/2018	1.10%	581	05/05/2016
	FNC	57116ALT3	\$ 245,000	05/07/2018	1.00%	584	05/06/2016
	FNC	845182AM6	\$ 245,000	05/07/2018	1.00%	584	05/06/2016
	FNC	29266N2A4	\$ 245,000	05/07/2018	0.95%	584	05/06/2016
	FNC	59013JNX3	\$ 245,000	05/10/2018	1.00%	587	05/10/2016
	FNC	49306SWN2	\$ 245,000	05/11/2018	1.00%	588	05/11/2016
	FNC	140420ZA1	\$ 245,000	05/11/2018	1.00%	588	05/11/2016
	FNC	05581WGE9	\$ 245,000	05/25/2018	1.05%	602	05/26/2016
	FNC	466682AF8	\$ 245,000	05/29/2018	0.90%	606	05/27/2016
	FNC	74316VEN1	\$ 245,000	05/31/2018	0.90%	608	05/31/2016
	FNC	69413CES4	\$ 245,000	05/31/2018	0.90%	608	05/31/2016
	FNC	307660KA7	\$ 245,000	06/04/2018	0.90%	612	06/02/2016
	FNC	254672F86	\$ 245,000	08/17/2018	1.00%	686	08/17/2016
	FNC	066519CA5	\$ 245,000	08/27/2018	1.00%	696	08/25/2016
FNC	06425KBR9	\$ 30,000	09/14/2018	1.00%	714	09/14/2016	
FNC	05580AFE9	\$ 247,000	09/17/2018	1.10%	717	09/16/2016	
FNC	084601GN7	\$ 248,000	11/29/2018	1.25%	790	11/29/2016	
FNC	29976DX62	\$ 248,000	11/30/2018	1.25%	791	11/30/2016	
FNC	58403B5P7	\$ 249,000	12/13/2018	1.40%	804	12/13/2016	
			\$ 13,042,000				
Cemetery	Frontier	501272	\$ 245,587	05/25/2018	0.95%	602	05/27/2016
	FNB	74957	\$ 130,000	06/27/2018	0.80%	635	06/27/2016
			\$ 375,587				
		TOTAL	\$ 13,417,587				

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	0.00	50,007.53	0.00	50,007.53	13,043.72
	FUND 202 TOTAL	0.00	50,007.53	0.00	50,007.53	13,043.72
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	245,586.66	0.00	0.00	245,586.66	245,586.66
526-00-00-1148	CD - FNB	130,000.00	0.00	0.00	130,000.00	130,000.00
	FUND 526 TOTAL	375,586.66	0.00	0.00	375,586.66	375,586.66
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	353,918.40	7,171,565.54	7,047,017.02CR	478,466.92	786,229.29
991-00-00-1100	TEX POOL	4,671,953.18	655,136.03	0.00	5,327,089.21	4,917,027.53
991-00-00-1105	TEXAS CLASS	7,581,076.53	3,010,075.99	478,545.36CR	10,112,607.16	7,476,291.43
991-00-00-1135	DREYFUS MM ACCT	3,632.74	29,113.84	10,000.00CR	22,746.58	10,420.66
991-00-00-1140	CERTIFICATE OF D	3,000,000.00	0.00	0.00	3,000,000.00	3,000,000.00
991-00-00-1141	CERTIFICATE OF D	10,032,000.00	745,000.00	735,000.00CR	10,042,000.00	10,034,130.43
	FUND 991 TOTAL	25,642,580.85	11,610,891.40	8,270,562.38CR	28,982,909.87	26,224,099.34
	REPORT TOTALS	26,018,167.51	11,660,898.93	8,270,562.38CR	29,408,504.06	26,612,729.72

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2016

MEETING DATE: January 24, 2017

1. Agenda Item: **APPROVAL OF CONTRACT FOR ELECTION SERVICES BETWEEN BASTROP COUNTY ELECTIONS ADMINISTRATOR AND THE CITY OF BASTROP, TEXAS.**

2. Party Making Request: City Secretary, Ann Franklin

3. Attachments: Yes X No

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 6, 2017 ELECTION

THIS CONTRACT is made and entered into by and between Bridgette Escobedo, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 6, 2017 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 24, 2017.

B. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C."

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

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

E. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 6, 2017.

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

I. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bridgette Escobedo. The Tabulation Supervisor shall be Krista Bartsch. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

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

A. *Election School(s).* At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

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

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents

to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. Paper Ballots. In advance of the March 22, 2017 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$10.00/hr, and election clerks will be compensated at a rate of \$8.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 6, 2017 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the district and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

Billing. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the District for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the District by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

B. Payment. The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

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

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

E. Administrative Fee. The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

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

1. the authority with whom applications of candidates for a place on the ballot are filed;
3. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
4. the authority to serve as custodian of voted ballots or other election records, except that the Contracting Officer, if requested in writing by the CITY, will become the custodian of the voted ballots.

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 6, 2017. If another election occurs in territory of the CITY, the County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. Cancellation of Election. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in IV. PAYMENT above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to

that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 6, 2017 Joint Election.

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

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

For the CITY:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

For the Contracting Officer:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and

supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

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

I. Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Ken Kesselus
Mayor
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 24, 2017 through Tuesday, May 2, 2017.

Main Location:

Bastrop ISD Service Center, 906 Farm Street, Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 7:00 am – 7:00 pm
1 8:00 am – 5:00 pm	2 7:00 am – 7:00 pm	3	4	5

Branch Locations:

Bastrop Intermediate, 509 Old Austin Hwy., Bastrop, TX 78602

Cedar Creek Middle, 125 Voss Pkwy., Cedar Creek, TX 78612

Lost Pines Elementary, 151 Tiger Woods, Bastrop, TX 78602

Red Rock Elementary, 2401 FM 20, Red Rock, TX 78662

Cedar Creek High, 793 Union Chapel, Cedar Creek, TX 78612

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm
1 8:00 am – 5:00 pm	2 8:00 am – 5:00 pm	3	4	5

Voting by Mail:

Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "B"

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Time Period:

Saturday, May 6, 2017

Precincts 1001, 1002, 1003, 2009, 2011

Bastrop ISD Service Center, 906 Farm Street, Bastrop, TX 78602

EXHIBIT "C"
ESTIMATED COST OF MAY 6, 2017 ELECTION
JOINT ELECTION WITH BASTROP ISD

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 1,363.80
Rental Fee for AutoMARK and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 5,084.36
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 6,648.16
10% ADMINISTRATIVE FEE	<u>\$ 664.82</u>
TOTAL	<u>\$ 7,312.98</u>

EXHIBIT "C-1"
ESTIMATED COST OF MAY 6, 2017 ELECTION
WITHOUT JOINT ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 1,500.00
Rental Fee for AutoMARK and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 9,040.56
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 10,740.56
10% ADMINISTRATIVE FEE	<u>\$ 1,074.06</u>
TOTAL	<u>\$ 11,814.62</u>

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2016

MEETING DATE: January 24, 2017

1. Agenda Item: **APPROVAL OF A BASTROP COUNTY AGREEMENT TO CONDUCT A JOINT ELECTION BETWEEN THE CITY OF BASTROP AND THE BASTROP INDEPENDENT SCHOOL DISTRICT FOR THE MAY 6, 2017 ELECTION.**

2. Party Making Request: City Secretary, Ann Franklin

3. Attachments: Yes X No _____

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BASTROP AND
BASTROP INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 6, 2017 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Bastrop, a political subdivision of the State of Texas (the “**CITY**”), and Bastrop Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties,**” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the ISD each expect to call an election to be held on May 6, 2017; and

WHEREAS, the CITY and the ISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 6, 2017. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 6, 2017 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III.
TERM**

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

**ARTICLE IV
EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED**

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

**ARTICLE V
GENERAL PROVISIONS**

5.01 This Contract 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 Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

ISD:

Kristi Lee
Executive Director of
Communications & Community Services
Bastrop Independent School District
906 Farm Street
Bastrop, TX 78602

CITY:

Ken Kesselus
Mayor
City of Bastrop
PO Box 427
Bastrop, TX 78602

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2017.

DISTRICT:

BY: _____
Steve Murray, Superintendent
Bastrop Independent School District

Executed to be effective the ____ day of _____, 2017.

CITY:

BY: _____

Ken Kesselus, Mayor
City of Bastrop

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2016

MEETING DATE: January 24, 2017

1. Agenda Item: **APPROVAL OF A RESOLUTION CALLING FOR AND ESTABLISHING PROCEDURE FOR A GENERAL AND SPECIAL ELECTION IN BASTROP, TEXAS FOR THE MAY 6, 2017 ELECTION.**

2. Party Making Request: City Secretary, Ann Franklin

3. Attachments: Yes X No

RESOLUTION No. R-2017-6

**A RESOLUTION CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A
GENERAL ELECTION AND
A CONCURRENT SPECIAL ELECTION TO FILL A COUNCIL VACANCY
FOR BASTROP, TEXAS**

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 6, 2017** there shall be elected the following officials for the City at a general election:

**Mayor - Council Member at Large, for a Term of 3 years.
Place 3 - Council Member at Large, for a Term of 3 years.
and,**

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 6, 2017** there shall be elected the following official for the City, at a special election, which will be held concurrently with the general election:

**Place 4 - Council Member at Large, for the remainder of an unexpired Term of 1 year *only*. [A term of less than 3 years, due to the automatic resignation of the Place 4 sitting council member.]
and,**

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and in order to comply with said Code, a resolution shall be passed establishing the procedures to be followed in the elections, and designating the voting places for the elections.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

That all candidates, for the general election to be held on the First Saturday in **May 2017 (i.e., May 6, 2017)** for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 on or before **5:00 p.m. on February 17, 2017**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

That all candidates, for the special election to be held on the First Saturday in **May 2017 (i.e., May 6, 2017)** for the above mentioned City office, shall file their application to become a candidate with the City Secretary of the City of Bastrop, City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 on or before **5:00 p.m. on March 6, 2017**, the sixty-first (61st) day before the election (Section 201.054 of the Election Code states a candidate's application must be filed not later than 5:00 p.m. on the 62nd day before election day. This date falls on a Sunday so the deadline must slide to the next business day which is March 6, 2017.), and that

all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

The order in which the names of the candidates are to be printed on the ballot for the general election shall be determined by a drawing by the Bastrop City Secretary as provided by Section 52.094 of the Election Code.

This City has five (5) election precincts and the elections shall be held at the following location:

- 1. For Election Precincts 1001, 1002, 1003, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) the election polling place shall be at Bastrop ISD Service Center, located at 906 Farm Street, Bastrop, Texas.**

The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be upon paper ballots prepared in conformity to the Texas Election Code.

Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ES&S's AutoMARK Voter Assist Terminal version 1.0 is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

As chief elections officer of the Bastrop City Council, the Bastrop Council Elections Administrator shall provide at least one ES&S AutoMARK Voter Assist Terminal version 1.0 in each polling place in every polling location used to conduct any election ordered on or after January 1, 2006.

The following named persons are hereby appointed officers for the general and concurrent special elections:

For Elections Precincts 1001, 1002, 1003, 2009 & 2011- Vickie Deland shall serve as Presiding Judge;

For Elections Precincts 1001, 1002, 1003, 2009 & 2011 - P.K. Barnett shall serve as Alternate Presiding Judge;

The clerks for the election will be appointed by the Presiding Judge, in a number not to exceed six (6) clerks.

The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Bridgette Escobedo is hereby appointed Clerk for Early Voting. The Main Early Voting location for the above designated election shall be at Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas, and this place shall remain open for at least eight (8) hours on each day for early voting, which is not on a Saturday, Sunday, or an official State holiday, beginning on April 24, 2017 the twelfth (12th) day before the election and continuing through May 2, 2017, the fourth (4th) day preceding the date of the election. The early voting location shall remain open each weekday from 8:00 a.m. to 5:00 p.m. The early voting location shall remain open on Friday, April 28, 2017 and Tuesday, May 2, 2017 for 12 hours from 7 a.m. to 7 p.m. Branch early voting locations are: 1) Bastrop Intermediate School, 509 Old Austin Hwy, Bastrop, Texas; 2) Cedar Creek Middle School, 125 Voss Pkwy, Cedar Creek, Texas; 3) Lost Pines Elementary School, 151 Tiger Woods Dr., Bastrop, Texas; 4) Red Rock Elementary, 2401 "F" 20, Red Rock, Texas; and 5) Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas. These branch early voting locations shall remain open each weekday from 8:00 a.m. to 5:00 p.m.

Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 28, 2017, the eighth (8th) day before the elections.

For Elections Precincts 1001, 1002, 1003, 2009 and 2011, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.0021 et seq. of the Texas Election Code the presiding judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

The Presiding Judge will receive compensation at the rate of \$10.00 per hour. The Alternate Presiding Judge and Clerks will receive compensation at the rate of \$8.00 per hour. The Presiding Judge will receive an additional \$25.00 for picking up the election supplies prior to election to election day and for returning the supplies after the polls close.

Both the general and the concurrent special elections shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the elections.

The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004, and 85.007 of the Election Code, and all necessary orders and writs for the elections shall be issued by the proper authority. Returns of the elections shall be made to the City Council immediately after the closing of the polls.

It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

PASSED, APPROVED, AND ADOPTED this 24th day of January 2017.

Ken Kesselus
Mayor of Bastrop

ATTEST:

Ann Franklin, City Secretary

RESOLUCIÓN NÚM. R-2017-06

**UNA RESOLUCIÓN PARA CONVOCAR E INSTITUIR LOS PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL
Y
PARA UNA ELECCIÓN ESPECIAL CONCURRENTE PARA LLENAR UNA VACANTE EN EL CONSEJO DE
BASTROP, TEXAS**

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que en el 6 de mayo, 2017 sean electos los siguientes oficiales de la Ciudad en una elección general:

**Alcalde –Miembro del Consejo de la Ciudad entera, para plazo de 3 años;
Puesto 3 – Miembro del Consejo de la Ciudad entera, para plazo de 3 años;**

Y

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que en el 6 de mayo, 2017 sea electo el siguiente oficial de la Ciudad en una elección especial, que será celebrada concurrente con la elección general:

**Puesto 4-Miembro del Consejo de la Ciudad entera, para el plazo aun no vencido de
solo 1 año. [Plazo de menos de 3 años que ha resultado de la renuncia automática del
miembro vigente del Puesto 4 del consejo.]**

Y,

POR CUANTO, Las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas aplica a las elecciones, y que para cumplir con dicho Código, una resolución deberá aprobarse instituyendo procedimientos para llevar a cabo las elecciones y para designar los sitios de votación de las elecciones.

**AHORA, POR LO TANTO, RESUÉLVASE Y ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE
BASTROP, TEXAS:**

Que todos los candidatos, en la elección general que se efectuará el primer sábado de mayo del 2017 (6 de mayo, 2017) para los antedichos puestos de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal, 1311 Chestnut Street, Bastrop, Texas 78602 en o antes de las 5:00 P.M. el 17 de febrero, 2017, que es en setenta y ocho (78) días anteriores a las elecciones, y que toda solicitud será en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

Que todos los candidatos, en la elección especial que se efectuará el primer sábado de mayo del 2017 (6 de mayo, 2017) para el antedicho puesto de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal, 1311 Chestnut Street, Bastrop, Texas 78602 en o antes de las 5:00 P.M. el 6 de marzo, 2017, que en sesenta y un (61) días anteriores a la elección (Sección 201.054 del Código Electoral que ordena que la solicitud del candidato deberá ser registrada a no más tardar de las 5:00 p.m. en 62 días antes del día de la Elección. Esta fecha es en domingo así que la fecha tope deberá ser en el siguiente día hábil que es el 6 de marzo, 2017.), y que toda solicitud será en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

El orden en cual los nombres de los candidatos serán impresos en la boleta de la elección general se determinará por un sorteo efectuado por la Secretaria de la Ciudad de Bastrop de acuerdo con las provisiones de la Sección 52.094 del Código electoral.

Esta Ciudad cuenta con cinco (5) precintos electorales y las elecciones se llevarán a cabo en el siguiente sitio:

1. **Para los precintos electorales 1001, 1002, 1003, 2009 y 2011 (incluyendo toda el área dentro de los límites de la Ciudad de Bastrop) el sitio de las elecciones será en el Centro de Servicios (Service Center) de Bastrop ISD ubicado en 906 Farm Street, Bastrop, Texas.**

El/la Administrador/a de Elecciones del Condado por lo presente queda autorizado y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será con boletas de papel preparadas en conformidad con el Código Electoral de Texas.

La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación utilizado en toda elección efectuada en Texas en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas votar su boleta en secreto.

La Oficina del Secretario de Estado de Texas ha certificado que el equipo ES&S AutoMARK Voter Assist Terminal versión 1.0 es sistema de votación accesible que legalmente se puede usar en las elecciones en Texas.

Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

En cumplimiento con sus deberes de oficial electoral del Consejo Municipal de la Ciudad de Bastrop, el/la Administrador/a de Elecciones del Condado de Bastrop proporcionará al menos un ES&S AutoMARK Voter Assist Terminal versión 1.0 en cada sitio de votación en cada una de las ubicaciones de votación utilizadas en toda elección ordenada en o después del 1 de enero, 2006.

Las siguientes personas son por lo presente nombradas oficiales de la elección general y de la elección especial concurrentes:

Para los Precintos Electorales 1001, 1002, 1003, 2009 y 2011- Vickie Deland será Juez Presidente;

Para los Precintos Electorales 1001, 1002, 1003, 2009 y 2011- P.K. Barnett será Juez Presidente Alternativo;

Los secretarios de la elección serán nombrados por el Juez Presidente, aunque no han de ser más de seis (6) secretarios

Los sitios de votación en los lugares designados arriba estarán abiertos el Día de Elecciones de las 7:00 a.m. a 7:00 p.m.

Brigette Escobedo por lo presente es nombrada Secretaria de la Votación Adelantada. La ubicación del Sitio Principal de la Votación Adelantada en la elección ya indicada será en el Centro de Servicios (Service Center) de Bastrop ISD en 906 Farm Street, Bastrop, Texas, y este sitio permanecerá abierto al menos ocho (8) horas diario durante la votación adelantada, mientras no sea sábado, domingo, ni día festivo

oficial del estado, principiando desde el 24 de abril, 2017, doce días (12) antes de la fecha de la elección, y continuando hasta el 2 de mayo, 2017, cuatro (4) días antes de la fecha de la elección. Los sitios de votación adelantada permanecerán abiertos el viernes, 28 de abril, 2017 y martes, 2 de mayo, 2017 por 12 horas desde las 7 a.m. a las 7 p.m. Las sucursales de la votación adelantada son: 1) Bastrop Intermediate School, 509 Old Austin Hwy, Bastrop, Texas; 2) Cedar Creek Middle School, 125 Voss Pkwy, Cedar Creek, Texas; 3) Lost Pines Elementary School, 151 Tiger Woods Dr., Bastrop, Texas; 4) Red Rock Elementary, 2401 "F 20, Red Rock, Texas; and 5) Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas. Estas sucursales para la votación adelantada permanecerán abiertas diario en días regulares semanales de las 8:00 a.m. a las 5:00 p.m.

Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Bridgette Escobedo, Administradora de Elecciones del Condado de Bastrop (*Bastrop County Elections Administrator*), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 28 de abril, 2017, que es el 8vo día antes del Día de la Elección.

Para los Precintos Electorales 1001, 1002, 1003, 2009, y 2011, Staci Calvert por lo presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) otros miembros a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

El Juez Presidente recibirá compensación de \$10.00 por hora. El Juez Alterno Presidente y los secretarios recibirán compensación de \$8.00 por hora. El Juez Presidente recibirá \$25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

La Elección General y la Elección Especial concurrentes se llevarán a cabo de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de las secciones 4.004, 83.010, 85.004, y 85.007 del Código Electoral, y todas las órdenes y decretos pertinentes a las elecciones serán emitidos por la autoridad apropiada. Los resultados de las elecciones se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad fijará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la reunión. Una copia de la prueba de que dicho aviso se ha fijado será adjuntada a los minutos de la reunión y será incorporada como parte de los mismo para todo propósito.

VOTADA, APROBADA, Y ADOPTADA este día 24 de Enero, 2017.

Ken Kesselus
Alcalde de Bastrop

CERTIFICO:

Ann Franklin
Secretaria de la Ciudad

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 6, 2016

MEETING DATE: December 24, 2016

1. Agenda Item: **SECOND READING OF AN ORDINANCE REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES", BY ADDING ARTICLE 13.12, "LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.001, "GENERAL PROVISIONS"; ADDING SECTION 13.12.002 "STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.003 " APPLICATION OF FEES AND CHARGES"; AMENDING APPENDIX "A" "FEE SCHEDULE," ADDING SECTION A16.01.001 "ATTACHMENTS TO UTILITY FACILITIES FEES AND CHARGES"; AND PROVIDING AN EFFECTIVE DATE AND DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTION OF A STANDARD LEASING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES.**

2. Party Making Request: Andres Rosales, Director of Information Technology

3. Nature of Request: (Brief Overview)

THE CITY CONTINUES TO RECEIVE REQUEST TO ALLOW TELECOMMUNICATION AND CABLE PROVIDERS TO ATTACH CABLE AND/OR VARIOUS DEVICES TO THE CITY'S POLES OR OTHER FACILITIES. AN ORDINANCE SETTING STANDARDS AND RATES FOR ANY SUCH ATTACHMENT WOULD ALLOW THE ELECTRIC DEPARTMENT AND INFORMATION SERVICES TO PROCESS SUCH REQUEST WITH OUT SEPARATE CITY COUNCIL ACTION ON EACH REQUEST.

4. Attachments: Yes X No _____

5. Motion Requested: Motion that we approve the second reading of the Licensing Agreement for Attachments to Utility Facilities ordinance and adoption of fees and charges.

ORDINANCE NO. 2016-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS: REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES", BY ADDING ARTICLE 13.12, "LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.001, "GENERAL PROVISIONS"; ADDING SECTION 13.12.002 "STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.003 "APPLICATION OF FEES AND CHARGES"; AMENDING APPENDIX "A" "FEE SCHEDULE," ADDING SECTION **A13.12.001 "ATTACHMENTS TO UTILITY FACILITIES FEES AND CHARGES"; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Bastrop is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes a need to add to its existing articles to adopt a standard licensing agreement for attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary and fiscally prudent for the City to adopt rates for fees and charges related to attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary to adopt an application and application process related to attachments to City Utility Facilities; and

WHEREAS, in order to enact these revisions, it is necessary to amend the Bastrop Code of Ordinances and amend Appendix A as shown herein below.

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

PART 1: That Art. 13.12 “Licensing Agreement Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

ARTICLE 13.12 – LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES

Section 13.12.001 – General Provisions

Section 13.12.002 – Standard Licensing Agreement for Attachments to Utility Facilities

Section 13.12.003 – Application of Fees and Charges

PART 2: That Sec. 13.12.001 “General Provisions” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

Sec. 13.12.001 General Provisions

- (a) The purpose of this section is to
- 1) assist in the management of the City Utility Facilities;
 - 2) Govern the use and occupancy of the City Utility Facilities by telecommunication service and cable service providers;
 - 3) Secure fair and reasonable compensation for the use and occupancy of the City Utility Facilities by telecommunications service and cable service providers in a nondiscriminatory and competitively neutral manner; and
 - 4) Assist the City in its efforts to protect the public health, safety and welfare.
- (b) No rights agreed in this article by the city shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the rights-of-ways and Utility Facilities within the city to any person as the city, in its sole discretion, may determine to be in the public interest.
- (c) A licensee is not authorized to provide telecommunication service and or cable service as a telecommunication operator and or cable operator in the city under this article, but must first obtain a franchise from the city for that purpose, under such terms and conditions as may be required by law.

PART 2: That Sec. 13.12.002 “Standard Licensing Agreement for Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

Sec. 13.12.002 Standard Licensing Agreement for Attachments to Utility Facilities

- (a) The city hereby adopts a standard Licensing Agreement for Attachments to Utility Facilities, with Appendices as may be subsequently approved by the City Council, which exhibit is incorporated herein by reference as if set forth in full.
- (b) The Licensing Agreement for Attachment to Utility Facilities must be submitted to the Planning and Development Department for review and consideration.

PART 3: That Sec. 13.12.003 “Application of Fees and Charges” of the Code of Ordinances of the City of Bastrop, Texas is hereby amended to read as follows:

Sec. 13.12.003 Application of Fees and Charges

Fees and charges shall be applied in accordance with the fee schedule set forth in the Appendix A.

PART 4: That Appendix A, “Fee Schedule” of the Code of Ordinances of the City of Bastrop, Texas is hereby amended by adding sections **A13.12.001**, “Attachments to Utilities Facilities Fees and Charges,” to read as follows:

Sec. **A13.12.001 Attachments to Utility Facilities Fees and Charges**

- (a) Attachment Fees and Charges
 - (1) Pre-Permit Survey Fee: \$50.00 per hour
 - (2) Make-Ready Charges: \$50.00 per hour
 - (3) Annual Pole Attachment Fee (Multiplied per attachment per pole): \$10.00
 - (4) Annual Conduit Attachment Fee (Multiplied per liner foot): \$2.50
 - (5) Inspection Fee (Actual Cost per Inspection): \$50.00 per hour
 - (6) Unauthorized Attachment Penalty Fee (3 x Annual Attachment Fee, per occurrence): \$30.00
 - (7) Failure To Tag Penalty (1/2 annual attachment fee per occurrence): \$5.00

- (8) Failure to move/remove facilities penalty (1/2 annual rate per day, per pole linear foot of conduit): \$5.00

PART 5: That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting Attachment to Utility Facilities Fees and charges of the City of Bastrop that are in conflict with this Ordinance shall be, and the same are hereby, in all things repealed to extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 6: The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective immediately upon publication after the caption.

READ AND ACKNOWLEDGED on FIRST READING on the 13th day of December 2016.

READ AND APPROVED on SECOND READING on the 24th day of January 2017.

APPROVED:

ATTEST:

Kenneth W. Kesselus, Mayor

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/17/17

MEETING DATE: 01/24/17

1. Agenda Item: **SECOND READING OF AN ORDINANCE AMENDING CHAPTER 15, "FAIRVIEW CEMETERY", TO THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

2. Party Making Request: **Tracy Waldron, Chief Financial Officer**

3. Nature of Request: The current Fairview Cemetery ordinance includes sections that need revised for clarity or for removal entirely. The Fairview Cemetery Advisory Board met on October 19, 2016 to review and recommend approval of the attached changes to Chapter 15 "Fairview Cemetery" of the code of ordinances of the City of Bastrop. An excerpt of the unapproved minutes are included in the packet for reference. Many of the changes are essentially administrative clarifications. Rationale for significant changes include:

- Section 15.01.015. Prohibited Activities: Several revisions and deletions were made to this section. The intent is to provide opportunities for property owners in all sections of the cemetery to honor their loved ones in an equal manner (i.e. curbing). In addition, the focus on prohibited activities is shifted to place the emphasis on activities that are hazardous or dangerous to the environment, public, or City employees.
- Sec. 15.01.016 - Monument, memorial or tombstones; construction permit required. Recently, variances have been approved for requests related to two parts of this section. Therefore, the revised ordinance removes of the prohibition against mausoleums and increases the height allowed for monuments to 6' in height or less from the previous 4' maximum.
- Sec. 15.01.017 - Placement of objects in the Fairview Cemetery. The Fairview Cemetery Board and City Council previously indicated that they prefer that plot owners have the ability to honor loved ones at rest in Fairview Cemetery in a personal manner. Revisions and additions to this section are intended to allow the personalization of plots, provided that they are maintained by the property owner or heirs. Many previously prohibited items such as ground coverings, long-term holiday decorations, benches, and flags larger than 12" are now permitted.
- Sec. 15.01.018 - Planting in the Fairview Cemetery. Revisions in this section are intended to allow some planting on plots provided the plot owners maintain the growth per the ordinance.

4. Attachments: Yes X No _____

5. Motion Requested: Motion to approve the ordinance as presented.

ORDINANCE NO. 2017- 02

AN ORDINANCE AMENDING CHAPTER 15, "FAIRVIEW CEMETERY", TO THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas,

WHEREAS, the City of Bastrop is the permanent trustee for the perpetual care of lots and graves in the Fairview Cemetery, and

WHEREAS, the City of Bastrop has authority to adopt rules and regulations governing operations of the cemetery, and

WHEREAS, the Fairview Cemetery Advisory Board met on October 19, 2016, to review and approve changes to Chapter 15 "Fairview Cemetery" of the code of ordinances of the City of Bastrop; and

WHEREAS, the Bastrop City Council has determined that the changes approved by the Fairview Cemetery Advisory Board on October 19, 2016, are in the best interest of the City and its citizens and should be adopted.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, THAT:

PART 1. That the following Sections of Chapter 15 "Fairview Cemetery" of the code of ordinances of the City of Bastrop be amended to read as follows:

Sec. 15.01.002 - City as permanent trustee for perpetual care and creation of cemetery advisory board.

- (a) *No changes.*
- (b) *No changes.*
- (2) *No changes.*
- (3) *No changes*

(4) The role of the Advisory Board shall be to recommend rules to the City Council, as are necessary, concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration and recommendation before the action is taken by the City Council, however, the Advisory Board's role shall be advisory only, ~~with no formal action taken.~~

Sec. 15.01.008 Management.

- (a) *No changes.*

(b) The ~~finance director~~ **Chief Financial Officer or assistant finance director**, or his designee, shall be responsible for the day-to-day operation of the Fairview Cemetery, including the sale of plots, the filing of deeds in the county clerk's office, providing notification and permits for interment, and for all record-keeping associated therewith.

(c) *No changes.*

(d) *No changes.*

(e) All funerals within the Fairview Cemetery property ~~shall be scheduled and coordinated through the Finance Department under the charge and supervision of an officer of the city designated by the City Manager.~~

Sec. 15.01.009 Hours of Operation.

Visitation at the Fairview Cemetery is permitted from sunrise to sunset seven (7) days a week. Burials, on receipt of an interment permit, shall be permitted from 9:00 a.m. to 4:00 p.m. Monday – Friday, except in the case of special circumstances and on a case-by-case basis the City Manager, ~~or his designee~~, may permit interment at other times. No interment is permitted on State, Federal or City holidays. In the event the City Manager ~~or his designee~~ permits a burial to occur outside of the cemetery's regular hours, the individual requesting the burial ~~shall may~~ be responsible for paying any and all associated costs, including but not limited to the payment of overtime costs of City employees. All construction, maintenance or digging of a grave shall cease during a funeral service ~~unless authorized by the Finance department in advance.~~

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Sec 15.01.010. Record-keeping.

(a) The City shall maintain a permanent, cemetery records ~~book~~, which shall be the official records regarding the purchase and ownership of deeds in the Fairview Cemetery. These records ~~book~~ shall contain:

(1) ~~The Name, and address, telephone number, and email address~~ of each person purchasing a grave site.

(2) The purchased burial site identified by ~~section, row, lot, and block (as applicable).~~

(3) *No changes.*

(4) *No changes.*

(5) *No changes.*

(b) *No changes.*

(c) *No changes.*

Sec. 15.01.012. Sale of Cemetery Plots; Generally.

(a) *No changes.*

(b) *Warranty deed/payment in full.* Grave sites in the Fairview Cemetery shall be conveyed to a purchaser by warranty deed, identified by ~~section, row, block and lot~~, for the purpose of the burial of

human remains only. Every purchaser of a lot shall be required to complete an application and pay the city for the cost of the grave site and the recordation of the deed in the county clerk's office. Deeds may be delivered to a purchaser only upon full payment of the purchase price, which must be paid prior to interment.

c. *Cost.* The cost of a cemetery plot shall be as set forth in the fee schedule in appendix "A" of the city code. The purchaser shall also be required to pay the cost to the city for filing the **cemetery deed and certificate of ownership** with the county clerk's office. The city and the county clerk's office reserve the right to change the above referenced fees at any time at their discretion.

d. *Maximum number of cemetery plots.* A maximum of eight ~~(8)~~ cemetery plots shall be available for purchase at any one time by the same individual. However, the maximum number of plots for purchase may be increased above eight ~~(8)~~ at the discretion of the City Manager, **or his designee**, should specific circumstances indicate that additional plots are required.

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(e) *No changes.*

(f) *No changes.*

(g) *No changes.*

(1) *No changes.*

(2) *No changes.*

(3) *No changes.*

(4) *No changes.*

(5) *No changes.*

(h) *No changes.*

(i) *No changes.*

(j) *No changes.*

Sec. 15.01.013. Opening or Reopening of Graves; Interment Permit Required.

(a) *Permit required.* New graves in the Fairview Cemetery shall be opened only under the direct supervision of the city, **and** upon receipt of an interment permit. A permit for interment will be issued only if proper certificates, as required by state law, have been provided, along with the name of the deceased, the name and address of the purchaser, the exact location of the plot, burial details, and payment information. Whenever possible, a person seeking a permit for interment shall provide the city with a copy of an official report of death, certificate of death, or original death record for the state. The city shall use their best efforts to promptly issue requests for interment permits and shall when possible process issue permits within twenty-four (24) hours of receiving all necessary information. A person or entity desiring to dig a grave in the Fairview Cemetery shall file with the finance ~~director~~ **department a corporate surety bond certificate of liability insurance**, with the city **as an additional insured**, in the **minimum** amount of **\$500,000, \$5,000** which sum may be used to pay for any damages occurring to person or property in the process of digging the grave. The **bond certificate** may be held by the city for

application to future burials, ~~or if for a single interment only, shall be returned after burial and inspection to assure the city that no damage has occurred.~~

(b) *Reopening of graves.* Reopening a grave for the purpose of burying a second decedent, whether the decedent is cremated or intact, shall require an interment permit from the city under the same regulations set forth in subsection (a), ~~the payment of a corporate surety bond, payable to the city in the amount of \$5,000 which sum may be used to pay for any damages occurring to person or property in the process of reopening the grave,~~ and the payment of a reopening fee.

(c) *No changes.*

(d) *Twenty-four-hour notice.* The city ~~shall require~~ *prefers* a minimum of twenty-four (24) hours' notice prior to interment to issue the interment permit and identify the grave site for excavation and burial by a licensed or approved contractor. ~~This requirement may be waived by the City Manager in the event of a hardship or special circumstances.~~

(e) *No changes.*

(f) *No changes.*

(g) *Grave backfilling.* All graves shall be backfilled and force settled by hydraulics or mechanical means to the satisfaction of the city, ~~staff overseeing the burial.~~

(h) *No changes.*

(i) *Hand digging.* The hand/shovel excavation of a grave is prohibited in the Fairview Cemetery, except for cremation sites with an interment permit. This prohibition may be waived at the sole discretion of the City Manager, ~~or his designee,~~ should extenuating circumstances arise.

Sec. 15.01.015. Prohibited Activities.

(a) The placement of objects which are deemed hazardous, or injurious, to the environment, public, or City employees (i.e. glass objects; loose, sharp, pointed/jagged or metal wire objects etc.) is prohibited in Fairview Cemetery.

(b) Glass vases are prohibited in the cemetery.

(c) ~~As of the date of this article,~~ curbing is permitted in all areas of the Fairview Cemetery ~~where lots are available for purchase~~ after the obtainment of the required construction permit from the city through an application to the finance ~~department~~ *director*, and shall comply with all city and cemetery construction rules, specifications and requirements. ~~Curbing shall not be permitted, however, in any area of the cemetery not currently open for sale. This includes block 8, as well as any additional blocks established after the effective date of this article.~~

(d) No party shall enlarge, reduce, replat or change the boundaries or grade of the cemetery or the location of any roads, drives, walks, parkways, or gardens, which shall be the exclusive right of the city. All grading, landscaping, planting, trimming, and cutting of trees and other vegetation shall be the sole responsibility of the city.

(e) The drinking of alcoholic beverages in the Fairview Cemetery is strictly prohibited.

(f) No dogs are permitted in the Fairview Cemetery, with the exception of service dogs. ~~providing assistance to individuals with physical disabilities.~~

(g) No advertising of any type is permitted in the Fairview Cemetery, including the posting of signs advertising the sale of private burial spaces, funeral homes, or grave digging services.

(h) Construction or reconstruction, including, but not limited to fencing, trellises, coping, or other enclosures, whether of vegetation or other matter, is prohibited around any plot within the Fairview Cemetery, except, however, as of the effective date of this article, nonconforming, permanently installed fencing, coping, trellises or enclosures of any kind may remain 'as is.' In the event the nonconforming improvement is removed or damaged, the improvement will be removed without a replacement permitted. This section shall not apply to fencing or other improvement that, at the discretion of the City Council, is historical in nature and replacement or repairs can be made safe and in a manner that preserves the original historical design or integrity of the grave site.

~~(d) — No maintenance, decoration or preparation of any kind shall be permitted on a burial site until the city has received payment in full for the plot.~~

~~(e) — No granite, brick, stone, wood, concrete, cornerstones or any kind of artificial walkways or walks are permitted on or adjoining plots in the Fairview Cemetery, except those existing prior to the passing of this article or installed by the city.~~

~~(f) — No graves in the Fairview Cemetery shall be covered with a concrete slab or other type of slab or covering.~~

~~(g) — Digging for the placement of potted plants, baskets or other items is strictly prohibited.~~

~~(h) — Digging for the purpose of burying cremated remains is strictly prohibited without an interment permit from the city.~~

~~(i) — The Fairview Cemetery is for the interment of human remains only, except as provided in section 15.01.012(g).~~

Sec. 15.01.016 - Monument, memorial or tombstones; construction permit required.

(a) *Permit required.* Any person desiring to erect a monument, memorial, tombstone or other marker in the Fairview Cemetery shall obtain a written ~~construction~~ permit from the city through an application to the finance ~~directer~~ department, and shall comply with all city and cemetery construction rules, specifications, and requirements.

(b) *Certificate of Insurance Bond.* Prior to the issuance of a ~~construction~~ permit by the city for the purposes of ~~building erecting~~ a monument, tombstone or other marker or memorial in the Fairview Cemetery, the applicant shall file with the finance ~~directer~~ department a certificate of insurance with the city listed as an additionally insured as stipulated in Section 15.01.013(a). ~~corporate surety bond payable to the city in the amount of \$5,000. The city, on notice to the applicant, shall be permitted to use the bond amount~~ This insurance coverage shall be for the repair or replacement of cemetery property, if necessary, caused by a contractor, which repair and replacement shall be the sole responsibility of the individual performing the work.

(c) *No changes.*

(d) *No changes.*

(e) *Height restrictions.* Monuments, markers, memorials, or tombstones in the Fairview Cemetery shall be ~~four (4) feet~~ six feet (6') in height or less, unless otherwise approved by the City Manager.

(f) ~~Mausoleum and crypts are not permitted in the Fairview Cemetery.~~

Sec. 15.01.017 - Placement of objects in the Fairview Cemetery.

~~(a) — No objects of any kind may be placed or planted on grave sites or other cemetery property, except as specifically provided herein. No advertising of any type is permitted in the Fairview Cemetery, including the posting of signs advertising the sale of private burial spaces, funeral homes, or grave digging services.~~

~~(ab) Interested individuals shall have the right to place flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations, and sentimental objects are permitted to be placed on a grave sites. The City shall have the right to remove and dispose of, in its sole discretion, any item(s) placed on a grave site that have become withered, deteriorated, hazardous, or an obstruction to maintenance. In no event shall the city be responsible for locating and returning items to the original owner. Further, the city shall not be responsible for the upkeep or protection of items placed in the cemetery.~~

(b) Gravel, rock, or mulch placed upon any grave, require a commercial grade weed control liner, and must be surrounded and contained by a continuous curbing or border that prevents the movement of the materials beyond the gravesite. Gravesites that are covered with such materials must be maintained by the property owner or heirs. If not maintained, the city reserves the right to remove the covering.

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~~(c) — The city shall have the right to remove and dispose, in its sole discretion any item placed on a grave site that has become withered, unsightly or an obstruction to maintenance. Persons desiring to retain these objects must remove them within ninety-six (96) hours of placement. In no event shall the city be responsible for locating and returning items to the original owner.~~

~~(d) — Holiday decorations on grave sites are permitted on a temporary basis only and may be placed no sooner than five (5) days prior to a city, state, or national holiday calendar date and must be removed from the site within ten (10) days of expiration of the holiday.~~

~~(e) — Flags smaller than twelve (12) inches are permitted on graves sites, but may be removed by the city if they become weathered, unsightly, or pose maintenance problems.~~

~~(f) — As of the date of this article, benches, chairs, and settees are permitted in all areas of the Fairview Cemetery where lots are currently available for purchase. Benches, chairs, and settees are not permitted, however, in any area of the cemetery not open for sale as of the date of this article. This includes block 8, as well as any additional blocks established after the effective date of this article. Any bench, chair, or settee placed in the Fairview Cemetery must be aligned with the headstone if space is available on the plot or at the foot of the grave parallel to the headstone. The city shall not be responsible for the upkeep or protection of such items in the cemetery and may remove the items if they interfere with city maintenance or upkeep.~~

~~(g) — Up to two (2) flower vases twelve (12) inches in height or smaller may be placed on a headstone or monument. No glass or metal vases are permitted in the cemetery.~~

Sec. 15.01.018 - Planting in the Fairview Cemetery.

~~(a) — The planting of trees, shrubs, grass, flowers or other vegetation on graves other than by the city is strictly prohibited.~~

~~(ab) Trees, shrubs, grass, flowers or other vegetation may be planted prior to the passing of this article and shall be permitted to remain, unless the visible vegetation planting and/or roots becomes dangerous to adjacent plots, walkways or streets, grows beyond a 4' height restriction and/or plot boundaries, or becomes unsightly or inconvenient for other visitors. In such event, the city may remove the planting in its sole discretion.~~

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~~(b) Potentially hazardous or invasive species of plants, such as bamboo are prohibited.~~

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~~(c) Any diseased, or infected, or dead trees or shrubbery in the cemetery may be immediately removed by the city.~~

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Sec. 15.01.019 - Grave site beautification by relations of deceased.

None of the rights, powers and duties provided for in this article shall deprive any person having any interest in a grave or plot from beautifying or caring for the grave or plot, individually, at his own expense, under the rules and regulations stated herein. ~~Any person having an interest in a grave or plot that provides beautification, shall insure proper disposal of shrubs, bushes, weeds, trees, tree limbs, decorations, or any other objects removed from the site. If beautification is such that it includes landscape improvements of any kind, concrete work, fencing, or structure change, a permit from the city is required.~~

PART 2: That all other ordinances, resolutions and orders previously passed, adopted and made, or any part of the same affecting the Fairview Cemetery which are in conflict with this Ordinance, shall be, and the same are hereby, in all things repealed to the extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 3: This Ordinance shall take effect upon the date of final passage noted below in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

PASSED AND APPROVED on FIRST READING on the ____ day of _____, 2017.

PASSED AND ADOPTED on SECOND READING on the ____ day of _____, 2017.

ADOPTED:

ATTEST:

Kenneth Kesselus, Mayor

Ann Franklin, City Secretary

City of Bastrop

Cemetery Advisory Board Meeting Minutes (EXCERPT OF ITEM V.: MINUTES ARE DRAFT/UNAPPROVED)

October 19, 2016 4:00 p.m.

The Cemetery Board met in a regularly scheduled meeting on October 19, 2016 at 4:00 p.m., in the Council Chambers of the City Hall at 1311 Chestnut Street, Bastrop, Texas. Members present were Terry Sanders, Carl Spooner, Cheryl Long, and Ted Schaefer. Mary Williams and Tom Scott were absent. City staff in attendance were Tracy Waldron and Heather Ambrose.

V. Consideration, discussion and possible action on a review of Chapter 15 "CEMETERIES", Article 15.01 "FAIRVIEW CEMETERY" of the City of Bastrop Code of Ordinances and recommendation of revisions to the Bastrop City Council.

Chair Terry Sanders advised that a copy of the revisions was included in the packet. Chief Financial Officer Tracy Waldron added that Ms. Ambrose made copies of the revisions in a larger font if needed.

Ms. Waldron explained that at the last meeting the staff indicated that they would bring back suggested revisions to the current Cemetery ordinance as related to the questions and challenges staff frequently face in applying the ordinance.

Ms. Waldron explained that the Finance staff that work with the Fairview Cemetery on a daily basis met as a group and recommended changes. The revisions presented reflect the current language with recommended additions and deletions. Ms. Waldron explained that this is the Board's opportunity to give their input before the ordinance is presented to the City Council for approval.

Ms. Waldron explained some of the administrative clarifications and/or changes:

- **Sec. 15.01.002**, section (4) was somehow left out of the last ordinance. This is simply being added back in to clarify the role of the Advisory Board.
- **Sec. 15.01.008**, sections (b) and (e) of the packet include several administrative revisions such as adding a City Manager's or Chief Financial Officer's "designee/s" and/or correcting the title of Finance Director to Chief Financial Officer. These changes are being made to more accurately reflect the way administrative matters are currently handled.
- **Sec. 15.01.009, Sec. 15.01.010 (a), (a)(1), and (a)(2), and Sec. 15.01.012 (b), (c), (d)** of the ordinance have several changes to more accurately reflect current procedures such as what records are maintained and how they are kept. Ms. Waldron explained that a sentence was added to clarify that a minimum of two hours of time is required between scheduled funerals in order to allow families their time for grieving in private. Frequently, Ms. Waldron explained, there are multiple funerals on the same day.

Member Cheryl Long asked why burials are only permitted on weekdays. Ms. Waldron explained that they are allowed on Saturdays with written approval. Ms. Long inquired whether Sunday burials are allowed and Ms. Waldron clarified that would fall under the same special approval. However, Ms. Waldron explained, she cannot recall an occasion where she has been requested to approve a Sunday

burial. Ms. Long said that she feels that Saturday and Sunday burials should be an option like any other day. Ms. Long inquired whether the family or funeral home has to make the request. Ms. Waldron said that the family, funeral home, and staff all work in collaboration.

- **Sec. 15.01.013 (a), (b), (d), (g), and (i)** have been revised to more accurately reflect what is required for insurance from the contractors that perform work in the Fairview Cemetery. Currently, a \$5,000 surety bond is required of contractors. However, virtually all contractors doing work are covered by an insurance policy with limits of \$500,000 - \$1,000,000. The recommended revision changes the requirement to a minimum of \$500,000.

Another small change was made to indicate the City prefers to receive 24-hours' notice prior to a permit being issued. Staff do try to work with families and contractors and sometimes must waive the requirement.

Ms. Waldron explained that the remainder of the ordinance is where most of the revisions occurred. The Finance Department staff agreed that the ordinance does cause confusion. There are many citizen requests for consistency, leniency, and/or variances to some of the requirements of the ordinance. City staff feel that clarification and some revisions are needed. The staff's main concern was that safety and maintenance be addressed when making revisions. Those should be the top priority. The very first added sentence states that objects that are hazardous or injurious are prohibited in Fairview Cemetery. Other than a few specifics, this is the only restriction.

- **Section 15.01.015.** The existing sections (a) and (d)-(e), are recommended for removal altogether. Additions to the ordinance focused on safety, security, and maintenance and will replace those sections. Ms. Waldron reviewed the areas that were recommended to be changed, keeping in mind that safety was the biggest concern.

Ms. Long asked why metal vases were not permitted in the cemetery as she feels they should be allowed. Ms. Ambrose said that she thought the reason might be related to the rusting of the metal and the hazards that might cause. Ms. Long and Mr. Schaefer said they have no problem with metal vases. Ms. Sanders agreed that he was fine with metal, but not glass for safety reasons. Mr. Spooner said that he believes there are already glass cases in the cemetery at this time and asking they be removed is going to be a concern. Ms. Waldron explained that glass was already prohibited. Mr. Spooner agreed that it could be a liability. Mr. Schaefer said that weed eaters throwing a rock would easily break glass. The Board agreed that they would recommend revising the ordinance to allow metal but keep the prohibition of glass.

The 4' height restriction was discussed in detail. Ms. Waldron said the staff discussed that there are no current height restrictions on objects in the ordinance at this time, except for monuments. She explained that it's important that the view not be obstructed from one area to another. Ms. Waldron said that a provision can be added that allows the City Manager to approve a variance to the height restriction. Mr. Spooner asked if there could be a requirement that the City Manager notify the Board so they would be aware. Mr. Spooner and Ms. Long agreed that they would like to be aware in case they are confronted with questions from citizens about why someone was granted permission to do something prohibited by ordinance. Ms. Waldron said that can be added.

Ms. Waldron asked Ms. Ambrose for an example of why the 4' height restriction was suggested. Ms. Ambrose explained that it was to add some clarity to virtually anything that can be placed on the gravesite, including fences, vegetation, and coping. After discussion, the decision was that height of individual objects placed on plots (aside from monuments) has not been a frequent issue and does not need addressed at this time.

Ms. Waldron said that if fencing is allowed there would need to be restrictions on the type of materials used and the height. In addition, the fence would have to be constructed so that it could be seen through, as opposed to some type of privacy fence. In order for regular maintenance to occur, there would have to be a way for the cemetery worker to have access to the plot.

Ms. Ambrose added that if fencing is allowed, it's also a concern that all adjacent owners of plots have the ability to see their loved one's resting place. In addition, having tall and obstructive fences can be a safety concern in that one cannot see what is occurring behind or within the fenced area (i.e. vandals). Mr. Spooner said there are several ladies that arrive at the cemetery as soon as the cemetery opens in the morning to visit their loved ones before traveling to work in Austin. Ensuring the safety of visitors is important.

Mr. Spooner asked how the staff is handling prohibited items that are placed on graves currently. Ms. Ambrose said that with the revisions pending, staff has been running matters through Ms. Waldron and using common sense best judgment. Ms. Waldron added that in many cases it is impossible to contact the lot owners or heirs to notify them of a problem or concern because of a lack of accurate records. Extensive restrictions are difficult to enforce and by having them it creates more work for the staff with little positive result.

Ms. Waldron said that she feels the City Council and Board have expressed their desire for the plot owners and heirs to be able to personalize their plots in their own way. However, Ms. Waldron added that by allowing more leeway to personalize, it adds to the burden of maintenance. With one cemetery maintenance worker, it's hard enough already to maintain the large Fairview Cemetery.

Ms. Waldron added that the topic of ground coverings will be discussed in a later section. However, she wanted to bring to the Board's attention that Ms. Ambrose had read on one of the historic preservation websites that the application of pesticides and herbicides is not recommended in cemeteries as it can damage the monuments, especially the older ones. The chemicals break down the materials.

Mr. Sanders asked for confirmation that the draft is recommending to allow fencing. Ms. Waldron said that is correct if the Board and Council agree and approve. Ms. Waldron said requests are coming in now and will likely come up again in the future.

Ms. Waldron said curbing has always been allowed in some areas and not others. This causes a lot of confusion and frustration because some plot owners cannot understand why curbing is prohibited in their areas and not others, and staff are not sure how to explain. Staff don't see a concern. Mr. Schaefer said it would make it harder on maintenance. Ms. Waldron agreed but added that the citizen could simply ask for a variance and likely have it approved anyway. By allowing this in the ordinance, it will take some of those requests away from staff, Board and Council.

Mr. Sanders asked for confirmation whether the Board wants to approve fencing. Ms. Long said she feels it should be approved. Mr. Sanders said that there needs to be a gate or opening where a lawn

mower can get inside. Mr. Spooner stated that he doesn't think that would be possible with some of the smaller single plots. A fence would require the use of a weed eater which means more maintenance, which is time consuming. Mr. Sanders said that there are many areas already that have to be cleared with a weed eater already. Mr. Sanders said he doesn't feel that the maintenance should be the deciding factor in whether fencing is allowed. He feels that the desires of the citizens should be the main concern while balancing the workload. Mr. Sanders said that he agrees that if fencing is allowed there must be a requirement for an opening to access the area. Mr. Spooner added that if fencing is allowed there will be many types of materials used. Ms. Waldron said the language in the ordinance can be worded to make special requests more flexible. Following this discussion, it was decided to leave in the section prohibiting fencing and other enclosures, and handle the matter on a case by case basis per the wording Ms. Waldron drafts.

Ms. Waldron reminded the Board that curbing is currently only permitted in some areas of the cemetery. The recommended revisions make this an option in all areas. Mr. Sanders asked whether there was a need for a height and width restriction for the curbing. Mr. Spooner said there are all types of curbing out there now including solid concrete, pavers, and rocks. After some discussion, Mr. Sanders said he wasn't concerned. Ms. Waldron advised that most of the curbing is consistent and appropriate as it is usually done by a professional contractor.

Mr. Sanders asked about the removal of the prohibition of having concrete over a grave. Ms. Waldron said that some cities actually prefer concrete over graves because it requires less maintenance from mowing. Ms. Ambrose added that some cities require it when a plot is curbed. Mr. Sanders said he thinks concrete is fine, especially since it results in less maintenance.

- **Section 15.01.016 (a), (b), and (e).** Ms. Waldron said the main changes in this area are very minor. Mr. Sanders said that he doesn't feel a permit should be required to place a monument/headstone. Ms. Waldron stressed that it's actually very important because it puts the City on notice that work is being done. Mr. Spooner added that it also ensures that the work is done properly and the monument is placed accurately. Ms. Ambrose explained that when the permit is issued, City staff go to the cemetery and mark the boundaries of where the monument should be placed. Ms. Waldron said that by requiring a permit, the City also has the opportunity to check the contractor's insurance.

Mr. Sanders inquired if it matters where a monument is placed. Ms. Ambrose said that monuments are almost always placed at the head of the plot. However, as long as they are within the boundaries of a person's plot, the City allows placement anywhere.

Ms. Waldron said that an issue that seems to be of importance to the Board is the requirement that monuments be 4' in height or less. Mr. Spooner said that he knows that the issue will arise eventually where someone wants to place a monument at a greater height. He reminded those present that there are currently monuments in the older sections that far exceed the 4' height allowed. Mr. Spooner said that he feels by allowing for an approval process when someone does make a request, it's easily addressed. Ms. Waldron explained that a variance to the 4' restriction can be approved by the City Manager. She feels that some restriction should be in place just so that safety can be ensured. For example, as the height increases, the base should also increase to ensure support. Mr. Schaefer added that when a larger base is placed, it can also leave less room for burial.

Mr. Spooner said he feels once the height starts to exceed 6' or 7' tall, the base is really increasing. Ms. Sanders said he feels that a higher monument doesn't need a wider base. Ms. Waldron said she thinks extremely high monuments would be a safety concern. Mr. Sanders said he's never heard of a monument falling over on someone.

Mr. Sanders suggested that the height be raised to 6' and that will lessen the number of requests that may be received in the near future for a variance. Ms. Waldron said this can be approved by the City Manager. The Board suggested that the maximum height allowed for a monument be revised to 6'. If anything higher is requested, it can be considered as a variance.

Section (f), related to the prohibition of mausoleums and crypts, is recommended for removal.

- **Sec. 15.01.017.** Ms. Waldron explained that this section is what explains what is permitted and prohibited to be placed on plots. Many changes have been made to this section in order to place the focus on safety and maintenance. Sections (a) and (c)-(g) have been recommended for removal from the ordinance. Section (b) is recommended for a revision to give the City the authority to remove certain items without notification to the owner.

New language is being added to allow materials or concrete to cover a plot with restrictions related to maintenance.

Ms. Waldron said that the ordinance has been drafted to remove most prohibitions about what is allowed on plots. Most things are allowed as long as it's not listed in the prohibited items. The City staff did recommend leaving in that items that have deteriorated may be removed from the plot without notice. The reason this is important is that most times, contact information is not up to date and it leaves City staff with a dilemma of who, and how, to contact someone. This takes a lot of City staff time and resources.

Ms. Waldron said there will now be no restrictions on flags or holiday decorations. If placed, they will fall under the same requirements already stipulated earlier in the ordinance for objects placed on plots.

Ms. Waldron said that the prohibition to allow coverings is being lifted and it will be allowed with restrictions such as a having a curbing or continuous border and a liner. Solid curbing is preferable but some owners have used long pavers, and that is acceptable. The goal is to keep the covering contained within the gravesite and not washed away. Gravesites that have these types of coverings must be maintained by the owners, or heirs, or the City may remove the covering. Unfortunately, removing the covering means more work for the cemetery maintenance personnel so hopefully it won't arise often.

Sec. 15.01.018, (a) is recommended for removal from the ordinance. New sections were added to allow for some planting.

Ms. Waldron said that this area was a topic of much debate amongst staff. The planting of trees, in particular, is more a problem of what is not seen (underground) than what is seen. Roots can cause a problem for plots and caskets. However, the staff wanted to allow a little leeway for plot owners to be able to plant on their plots provided it's maintained and contained.

Ms. Long said she doesn't agree with the prohibition of cacti. She explained she is aware of a grave that has cacti growing currently and she likes the way it looks. She doesn't understand why cacti would be prohibited. Ms. Ambrose said she doesn't think the City would remove any preexisting cacti. Ms.

Waldron said that she feels the concern is for safety. Most cacti clearly have sharp spines that can injure people that get too close. Ms. Waldron said it can still say "hazardous or invasive" without specifically stating "cacti" and possibly people won't plant it anyway. Everyone agreed that bamboo is a concern.

Much discussion was held related to trees and how they could be planted by plot owners reasonably and safely. Some of the concerns was planting relative to how many plots were owned, what types of trees could be planted, what type of damage could occur from roots, and who would decide.

Ms. Long said she feels the new section at the rear part of the cemetery needs crepe myrtles planted. Ms. Long added she is in favor of trees being planted and feels the area can be planned for beautification.

Mr. Spooner said his concern is about the roots coming up in other people's plots, including curbing and monuments.

Ms. Ambrose suggested that the City develop a master plan for memorial tree planting. This would allow the City to control what type of tree is planted and where they are planted. Mr. Spooner said we would need to make sure we have someone to give guidance on the type of trees that would be best. Ms. Waldron said if this happens then there won't need to be a section on trees for now. Ms. Waldron stressed that the planting of trees may mean losing a few plots. After this discussion, it was recommended the sections allowing trees not be included in the revisions to the ordinance.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **INVESTIGATION REPORT TO MAYOR AND MEMBERS OF CITY COUNCIL.**
2. Party Making Request: **City Attorney, David Bragg**
3. Attachments: Yes X No

INVESTIGATION REPORT TO
MAYOR AND MEMBERS OF CITY COUNCIL

David F. Bragg
Bastrop City Attorney

January 17, 2017

RE: Incident on November 29, 2016 Concerning Discussion After the Filming of a Training Film and the Inadvertent Recording of Private Conversations

UNDERLYING FACTS

On November 29, 2016, a training session was held at City Hall. The presentation for the session was a film produced and distributed by Texas Municipal League. In order to preserve the film so it could be viewed by city staff and members of boards and commissions, and with the permission of TML, the IT department was asked to record the film. Andres Rosales, Director of Information & Technology, was responsible for making the recording. The recording of the film included two different recording devices in the event someone in the session had a question (no one did). The session was attended by the Mayor Ken Kesselus and Councilmembers Deborah Jones, Gary Schiff and Bill Peterson, as well as some non-council members. In part, the film dealt with matters of decorum and procedure during council meetings.

At the end of the film, the Mayor Kesselus and the Councilmembers had what they intended to be a private discussion. The discussion was recorded inadvertently because it was believed that the recording devices for the film had been turned off. In the course of the investigation which is described below, I listened to the discussion twice and although some of the discussion was difficult to decipher, it appeared to me that the discussion was incidental to and a logical outgrowth of the subject matter of the training film. The discussion primarily concerned how the Mayor and Councilmember Jones had responded to accusations made against them by Councilmember McAnally.

Later that morning, after the session was completed, Mayor Kesselus came by Mr. Rosales' office to make sure the inadvertent recording of the private conversation was removed from the training film. Mr. Rosales stated that they would treat the recording the same as City Council recordings and "trim the video."

Mr. Rosales went to lunch with his friend, the Director of Public Safety Steve Adcock. During this time, Rosales expressed his concerns about deleting the inadvertently recorded conversation. After lunch, they both listened to the tape recording of the private conversation.

Later that afternoon, after Interim City Manager Townsend learned that the private conversation had been inadvertently recorded, Mr. Rosales and Ann Franklin met with Mr.

Townsend at Mr. Townsend's request. Mr. Townsend and Mr. Rosales discussed whether the inadvertently recorded private conversation was public information. Mr. Townsend believed that it was not; Mr. Rosales believed that it was. Mr. Townsend also expressed his concern that the recording of the private conversation without the knowledge of the participants might be illegal.

Mr. Rosales was upset at what he had been directed to do and so he called Mr. Adcock and asked him to drop by City Hall so they could ride around and talk. Mr. Townsend's instructions to delete the private conversation were described to Mr. Adcock. Mr. Adcock advised Mr. Rosales not to delete the video and asked his permission to call former City Attorney Jo Christy Brown (now private attorney) which he did. Ms. Brown apparently advised Mr. Rosales that deleting the private recording would be a crime. It was suggested that Mr. Rosales return to Mr. Townsend and tell him what he had been told. If Mr. Townsend did not agree, then Ms. Brown suggested that an Attorney General's opinion be requested.

Later that afternoon, Mr. Townsend asked Mr. Rosales to come to his office. Mr. Townsend had consulted with the undersigned about what had transpired so that I could study the issues. Later, for reasons explained below, I advised Mr. Townsend that in my opinion, the discussion at the end of the tape was not a "meeting" under the Open Meetings Act and the inadvertent tape recording of the private discussion was not "public information." When Mr. Rosales and Mr. Townsend met, presumably Mr. Rosales was told of my conclusion. Mr. Rosales and Mr. Townsend were unable to reach agreement. On the morning of November 30, 2016, Mr. Townsend handed Mr. Rosales a memorandum in which Mr. Rosales was directed to retain the inadvertently recorded private conversation, as Mr. Rosales had requested. A copy of the memorandum is attached.

As previously mentioned, after considering the facts and sufficient legal research, I concluded that the Mayor's and Councilmembers' private discussion did not constitute a "meeting" under the Texas Open Meetings Act. Why was the discussion not a "meeting" under the Open Meetings Act? A "meeting" is defined as a "*deliberation* between a quorum of a governmental body...during which *public business* or *public policy* over which the body has supervision or control is discussed or considered or during which the governmental body takes formal action." Tex. Gov't Code § 551.001(4). I did not hear any discussion of either public business or public policy; instead, as already stated, the discussion was personal and dealt with how the Mayor and Councilmember Jones responded individually to the public accusations made by Councilmember McAnally. In addition, the gathering of the Mayor and three members of the City Council was not "called" by the governmental body, and, the personal discussion which followed the training film appeared to me to be incidental to and a logical outgrowth of the subject matter of the training film. To confirm my opinion, counsel for Texas Municipal League and a recognized expert on Texas municipal law were consulted and both were in agreement. Since there was no "meeting" neither the Mayor nor any of the Council members present were under any obligation to make or keep a record of the private conversation.

I also concluded that the content of the tape was not "public information" as defined in the Open Records Act. Why was the tape of the personal discussion not "public information"? The reason is simple. "Public information" is defined as information that is "written, produced, collected, assembled or maintained under a law or ordinance or *in connection*

with the transaction of official business.” Tex. Gov’t Code § 552.002(a). No law or ordinance required that the inadvertent tape recording be made. And, there was nothing in the discussion which suggested, directly or indirectly, that official business was being transacted; instead, the discussion was personal and dealt with how the Mayor and Councilmember Jones responded individually to the public accusations made by Councilmember McAnally.

In addition to the Public Information Act, the Texas Penal Code prohibits the destruction of “governmental records;” however, Tex. Penal Code § 37.01(2)(A)-(C) defines a “governmental record” as “(A) anything belonging to, received by, or kept *by government for information*, including a court record; [or] (B) anything required by law to be kept by others for information of government; [or] (C) a license, certificate, permit, seal, title, letter of patent, or similar document is used by government, by another state, or by the United States.” The inadvertently recorded conversation was not received or kept by the government “for information;” it was simply an inadvertently recorded private conversation that was not made at a “meeting” and that did not contain “public information.” Accordingly, the tape is not a “governmental record” and so the Penal Code prohibition against the destruction of “governmental records” does not apply.

In my opinion, the inadvertent recording of the private conversation could have been deleted from the tape and discarded since it is illegal to do so only if the information being removed is “public information,” or a “governmental record” and as stated, I do not believe that the tape of the private conversation is either.

On January 11, 2017 I received an email from Mr. Adcock advising me that in light of an Open Records Request made at the Council Meeting the night before, he wanted me to know that he had a memorandum he had written to himself detailing the events that occurred after Andres Rosales was directed to edit the private conversation from the training film. A copy of the memorandum is attached. After talking with Ms. Brown, Mr. Adcock called District Attorney Bryan Goertz who stated that editing the training film could be illegal and that directing an employee to do so could be as well.

During my investigation I interviewed each of the individuals involved, some more than once (Steve Adcock, Andres Rosales, Ann Franklin, the Mayor and Councilmembers Jones, Schiff and Peterson). I also called District Attorney Goertz who is a personal friend and a talented lawyer whom I respect. We discussed his recollection of what he had been told (which matched what I had been told). I said that I did not agree with his conclusion that the tape of the private conversation was a “government record.” As good friends do, we argued about it. I was unable to change his mind and he was unable to change mine.

The private conversation at the end of the training film was not deleted. I consulted with City Manager Townsend and on January 13, the decision was made to release the tape to the public in its entirety even though it is not, in my opinion, “public information.”

CONCLUSIONS

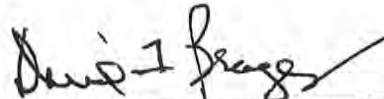
1. In my opinion, the inadvertently recorded conversation was not a "government record". And, the fact is, documents produced on government equipment by government employees are edited and deleted all the time. For example, it is not unusual for minutes of City Council meetings to be edited during subsequent sessions when a motion is made to approve them if it is believed that the minutes are inaccurate or incomplete. The minutes are prepared on government equipment by a government employee and certainly concern city business. Even though I do not agree that there was any legal prohibition against editing the training film, the District Attorney's advice was sound. If the original tape was edited, it would be impossible to prove that the edited portion was not a government record should someone challenge the editing.

2. I do not fault either the Mayor or City Manager for directing Andres Rosales to edit the film. Had they believed that there was a serious possibility that editing the film might be considered the destruction of a government record, based on past experience with both men, I am confident they would have called me immediately. Additionally, after hearing Mr. Rosales out and thinking about it overnight, Mr. Townsend withdrew his directive to delete the private conversation from the tape and instead instructed him to retain it. This was done to respect Mr. Rosales' concerns about deleting the private conversation, although Mr. Townsend agreed with me that it was neither public information nor a government record as defined in the applicable statutes.

3. Although I would have preferred that things had been handled differently, I do not fault either Andres Rosales or Steve Adcock for consulting with the District Attorney. Any city employee who genuinely feels they are being asked to do something that he or she believes to be illegal, whether that belief is accurate or not, *has a duty* to inquire about the legality. Here, the persons who gave the directions were both of the men's superiors. There was no supervisor above the City Manager to whom an inquiry could be made. Accordingly, the District Attorney was the appropriate authority to be consulted.

4. The events and allegations made Mr. Adcock and Mr. Rosales concerning the training film were passed on to persons outside City Government. Accordingly, the memoranda involved and other records are now public information. In light of this, I have not marked this memorandum to the Mayor and City Council as confidential, making it public information as well.

Respectfully submitted,



David F. Bragg

Attachments: Rosales Statement; Adcock Statement; Townsend Memorandum

NOTES FOR TML WEBINAR RECORDING

October 18, 2016

I received an email from Ann Franklin requesting me to call her. I contacted Ann Franklin by phone. Ann said the Mayor wanted to know if we had the ability to record a webinar being held by TML inside the council Chambers. I told Ann that it would not be an issue to record if we had a release from TML stating it was ok to record. Ann said she would call TML and call me back. Ann called me back and advised it was ok to record. Ann said she would contact the Mayor and let him know.

November 28, 2016

I received by email the TML confirmation for the webinar from Ann Franklin. We confirmed the time and the fact that it would be recorded.

November 29, 2016

At 9am I set up the TV inside the council chambers at the rear conference table for the webinar. I split the video feed for the webinar so that one feed goes to the VDesk recorder and the other feed was to the TV for viewing. We added a direct audio feed to the zoom from the computer for audio recording. The VDesk is not able to capture audio directly from the feed so we added a table top room mic to capture audio from the TV. The mic feed audio is used to sync the audio and video feeds from different sources.

The room was set up before 945am. At approximately 955am I activated the recording for both audio and video and set the webinar to full screen.

At approximately 1105am, Ann called my office and said the webinar was done and I could go shut it off. I left my desk and walked to the council chambers. I entered the room and observed Gary Schiff, Bill Peterson, Mayor Kesselus, and Debra Jones sitting at the rear table. I overheard them talking about Kay McAnally and how the previous council meeting went. I went to the VDesk and stopped the recording. I went to turn the Zoom recorder off and observed it was not recording.

I shut down the computer and turned off the TV. I left all the recording equipment in place. I started the recording downloads to out server to check the recording for an issue with Zoom. The video was moved to a folder on the server for retrieval from editing computer. I went towards Traci Chavez office and Ann was talking to Marvin making him aware that the group was in their meeting. He left his office and made his way towards the council chambers. I returned to my office.

At approximately 1135am, Mayor Kesselus came to my office and asked if we make sure we deleted the end of the webinar recording. I told the Mayor we would look and trim the video like we do council videos. Mayor Kesselus stressed the importance of deleting the video. I told him we would look at it.

I left for lunch at 1145am. While riding with Chief Steve Adcock, I told him of the situation and how I wasn't sure what I should. I wanted to treat the video the same as a council video. We trim the video

and keep an original. The trimmed video is what would be posted but we would retain both videos. Chief Adcock said he would recommend not deleting and that he would treat the video the same as all other videos.

We returned from lunch and the video download was complete. Myself and Chief Adcock listened to the audio video recording to see where the video stopped and what it captured.

During the webinar, the Mayor is heard speaking about council meetings and they continue talking. The webinar ended and Ann told the Mayor they couldn't stay and meeting. The Mayor told Ann to have Andres stop the recording. Ann left the room. Gary Schiff is heard telling the members that he turned the recording off and they can continue talking. They continue talking about city business and I am heard entering the room. Then the recording stops.

At approximately 305pm, Ann sent me an email stating for me to stop by her office regarding the tape for today. I went by her office and she asked if the recording captured anything at the end of the video. I told her it captured a lot. Ann said she would have to let Marvin know and would get back with me. I told her I was going to trim the video to just the webinar and set the original aside. I was treating it the same as we have for all the other videos. Ann said she would tell Marvin and let me know.

I went to my office and Ann came down shortly after. Ann said that Marvin wanted to speak to both of us. We both went to Marvin office and the door was shut. Myself, Marvin, and Ann sat down in his office. Marvin said that we needed to trim the end of the video and delete it. I told Marvin that I felt we could not delete the video. I told him how I treat all the council videos and that we would do the same to this one. I told him its now a public record. Marvin said no several times and said it was not a public record but it was a private recording. He said I did not have permission to record their private conversations. I told him it might be considered an open meeting and it was in a public place. The Mayor had requested it be recorded and was aware that it was being recorded. Marvin told me to do as I was told and delete the video at the end and keep the webinar part. I told him no and I would not do it. I told him that previous city attorney and city manager felt that all videos we have were public record and not to destroy them regardless of when the meeting started or ended. Marvin said he disagreed and that nothing should be kept before and after the gavel. I told him I felt he was wrong and that we would have to disagree. I would not delete the video. I asked Marvin to talk to David Bragg. Marvin asked us to leave and he met with David Bragg.

I left Marvin office. I was upset and irritated that Marvin would not listen to me. I contacted Chief Adcock and ask him to pick me up so we can talk. At approximately 348pm, Chief Adcock picked me up from City Hall. I told Chief that Marvin wanted me to delete the video. I asked the Chief if that was legal. Chief said that it was a public document now and not to delete it. Chief said he thinks that it might also be an open meeting. He asked if he could call JC Brown to ask her for her interpretation.

Over the phone we gave JC Brown the scenario and the issue that Marvin wanted me to delete the video. JC Brown said it was in her opinion an open meeting and that video is a public document. If I deleted that video I would be committing a crime. Both Adcock and Brown advised me not to delete the video. I needed to go to Marvin and tell him that. If he doesn't agree to keeping the video then to request an Attorney General Opinion. This would solve all the issues.

At approximately 410pm, I received a call from Traci Chavez. Traci said Marvin wanted to see me. I returned to City Hall at approximately 415pm. I sat down with Marvin in his office. Marvin stated he spoke with City Attorney David Bragg and he said it is not a public document. He also said it is not a open meeting and that I needed to delete the video. I told Marvin I disagreed and that I would not delete the video. I told him I didn't not want to commit a crime. I have morals and ethics to uphold and that I could lose my law enforcement license. I felt it was also an open meetings act violation. Marvin said no way that it was a private conversation. I argued with Marvin and told him I would not delete the video. Marvin said that I was making more of an issue then it had to be. I told him we could get a AG Opinion and clear it all up. He said there was no need to do any of that. I became upset and with him. I told him I was done talking and that I would not delete the video. I ask him if I could go home early. He said I could go home.

November 30, 2016

The next morning Marvin met me in the Hallway at approximately 10am. Marvin handed me a Memo to me from Marvin. I read the document (attached Memo). Marvin asked me if that was ok. I told him I just did not want to delete the video. He said ok and signed the memo. He handed me the memo and left.

No further incident or issue.

Memo

To: Andres Rosales, Information Technology
From: Marvin Townsend, City Manager
Date: November 29, 2016
Re: TML Training Program – November 29, 2015

1. It has come to my attention that at the end of the TML webcast being taped for future in-house training, the recording equipment was unintentionally left on for several minutes. Comments from several council members in attendance were recorded. The comments apparently were related to the information presented in the webcast and its impact on meeting procedures in Bastrop.

2. The webcast was a training session sponsored by the Texas Municipal League and was available to cities throughout the state. The Attorney General's Open Meetings Handbook 2016 is the publication which is provided by the Attorney General to assist in interpreting the Open Meetings Act. On page 75 the handbook states that the term meeting does not include the gathering of a quorum of a governmental body at a state convention or workshop if formal action is not taken and any discussion of public business is incidental to the workshop.

Since the law and Attorney General interpretations do not address a webcam with city officials located at meeting places in various cities throughout the state, the Attorney General's opinion might be different than the opinion dealing with training at a central location. For this reason, I intend to recommend to the City Council that all webcam training programs in the future be advertised as city training sessions at which a quorum of the City Council might be present.

3. Any future use of this particular webcast material should be limited to the presentation by the Texas Municipal League without any questions or comments from previous presentations. Discussion, however, should be encouraged after each presentation.

4. The recorded comments after the November 29, 2016 training should be separated from the recorded webcast and retained only as long as other non-meeting records are retained.



BASTROP POLICE DEPARTMENT

104 Grady Tuck Lane
Bastrop, Texas 78602



On 11-29-16 I picked Andres and Colin up for lunch. Andres said the mayor gave him a direct order to delete the end of the recording involving the training that several council members attended at the back area of the council room. Andres said the mayor said it was "imperative" that it be deleted. I told Andres not to delete it as it could be destroying a government document. I also said it could be a violation of the open meetings act if they were discussing city business.

After lunch we went back to city hall and listened to the recording. I wanted to hear the content in order to decide if the open meeting act had been violated. After listening to it I was having trouble deciding if it was a continuation of the training topic or not.

Andres later told me that he and Marvin had a meeting and that I needed to come get him to ride around to vent. I picked he and Colin up at city hall. Andres said that Marvin gave him a direct order to delete the content after the meeting was complete. Again, I told him not to delete it. At this point I called JC to get advice on the open meeting act. I knew nobody with more knowledge of the open meeting laws than her. She advised it probably was a violation and to not delete anything. I then told Andres I would talk with Marvin the next morning and advise that if Andres deleted anything, I feel it would be a violation of state law. While I was dropping Andres and Colin off at city hall, Marvin text Andres to come visit with him.

I went into Andres' office to wait and see if Marvin changed his mind about directing Andres to delete the recording. A short time later Andres came in and said he again gave him a direct order to delete the recording. Again, I instructed him to not delete anything. I also advised him to make sure he has a copy offline in case the original gets "lost". Apparently Mr. Bragg advised Marvin that it was not an open meeting and it could be deleted.

The next morning, I met with Marvin. Marvin gave me the memo that he created advising Andres to keep the original but post the edited version. I asked him if someone ORRed us would they get the full version. His response was that only if they were specific that they wanted the entire original version. We also discussed if the open meetings act had been violated. He does not believe it was a violation. I also expressed my concern that I and Andres could be punished later if this recording is released because the mayor and or council would think we told someone to ORR for it. While I am not sure if it was an illegal meeting, the things said in it would bring embarrassment on some people. Marvin did not seem concerned about my thinking I could be punished down the road. I left the meeting satisfied that Marvin backed off requiring Andres to delete the video.

Later that afternoon (Wed Nov 30) I called DA Bryan Goertz. I explained the entire situation to him to make sure I did not need to do anything else and to give him a heads up in case the video was released and I was punished. Bryan did not believe the open meeting act was violated. He did say that I made the right call on not allowing the video to be deleted. He stated that was a government record and must be preserved. He also advised that I did not

need to do anything else at this time as I do not have a written criminal complaint but only Andres coming to me for advice. I did express my concern with Bryan of the possible pressure I could be put under if this video is released due to the mayor and council thinking I or Andres told someone to ORR for it. He advised that he was the proper person for me to notify under a possible whistleblower issue later. I explained to Bryan that, while it is none of my concern if the video is release, I feel I will suffer some type of discipline in the future. I also explained to Bryan that I will always do the right thing and be transparent. In my opinion open government is the only way to have a successful government. Again, Bryan said I did the right thing throughout and that I did not need to do anything else at this time except to double check with Andres that he did not want to file a criminal complaint against the mayor or Marvin for giving him an order to destroy a government record. On Thursday I asked Andres if he wanted to file a written complaint against either the mayor or Marvin. Andres declined to file a complaint.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **Consideration of the following actions related to establishing a destination marketing organization.**

1. Report about the city's current tourism marketing program in place of marketing previously carried out by the Bastrop Marketing Corporation – Sarah O'Brien
2. Consideration discussion and possible action, regarding the following report from the recently established DMO Advisory Committee:
The committee advises to Council to:
 - a. Hire DMOproz at its requested \$36,000 fee to work with the City on phase two of the plan to move toward creating a DMO.
 - b. Choose the following individuals to work as a starting board, representing the following categories:
 - i.) Hiren Patel – Hotels
 - ii.) Rick Brackett – Dining and Night Life
 - iii.) Anne Smarzik – Retail
 - iv.) Clint Howard – Arts, Culture and Heritage
 - v.) Sarah O'Brien – City
3. Consideration discussion and possible action in response to the DMO Advisory Committee report.

2. Attachments: Yes _____ No X

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: JANUARY 19, 2017

MEETING DATE: JANUARY 24, 2017

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE RECOMMENDATION OF THE ETHICS COMMISSION THAT ITS MEMBERSHIP BE INCREASED FROM 3 TO 5 MEMBERS. THE PROPOSED CHANGE WILL ALTER THE QUORUM PROVISION TO REQUIRE 4 MEMBERS OF THE COMMISSION TO BE PRESENT FOR ANY HEARING. THE PROPOSED ORDINANCE AMENDMENT WILL ALSO ELIMINATE SEVERAL DUPLICATE PARAGRAPHS.**

2. Party Making Request: Marvin Townsend-City Manager

3. Nature of Request: (Brief Overview)

4. Attachments: Yes No

5. Motion Requested:

MINUTES OF SPECIAL MEETING
City of Bastrop Ethics Commission
Tuesday, August 2, 2016
6:00 P.M.

Pursuant to the Texas Government Code, Chapter 551, the City of Bastrop Ethics Commission met in a Special Meeting on Tuesday, August 2, 2016 at 6:15 p.m. at the Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas. Members present: Commissioners Duggan and Hines. City Staff present: Steve Adcock, Interim City Manager Marvin Townsend and Traci Chavez.

CALL TO ORDER

At 6:00 p.m. Commissioner Duggan called the meeting to order with a quorum present.

CITIZEN COMMENTS

No comments.

Approval of Meeting Minutes from September 15, 2015.

Commissioner Hines made the motion to approve the minutes from the September 15, 2015 meeting with a correction, seconded by Commissioner Duggan. The motion was approved unanimously.

Consideration, discussion and possible action regarding recommendation to the Council concerning a modification of Section 1.15.51131(c), regarding timeframe for filing complaints.

Citizen Judith Hoover addressed the Commission and informed them that the timeframe of 1 year to file a complaint is simply not enough time. On occasion it may be more than a year before you are even made aware that there is a problem. Commissioner Duggan read a ruling from the Supreme Court from 2015 regarding limitations, including discovery. As explained by Commissioner Duggan in a case where a “wrong-doer” was successful in hiding something to where it was not discovered in that 12-month period it would be looked at on a case by case basis. Commissioners and citizens continued discussion. Commissioner Hines stated that in the case of clear deceit, obviously time frame would not play a role and it would go before the Ethics Commission. All seemed pleased with the current language.

No action taken.

Consideration, discussion and possible action regarding possible recommendation from Commissioners to the Council, for an increase in the number of Commissioners from three (currently, as per Section 1.15.121) to five Commissioners.

Commissioner Duggan gave an overview of the item. He stated that it would help with achieving a quorum. Commissioner Hines asked if a quorum could take on any business and make a decision and Commissioner Duggan stated yes. Commissioner Hines stated that if this section is changed the wording regarding “unanimous vote” needs to be changed to “majority vote”.

Commissioner Duggan made the motion to submit to City Council the recommendation to change the number of commissioners from 3 to 5 (Three will make a quorum, when taking a

vote there will be a majority of the Commissioners rather than a unanimous vote by the commissioners on an action regarding a complaint.(1.15.121 and 1.15.126B)), seconded by Commissioner Hines. The motion was approved unanimously.

Consideration, discussion and possible action regarding present position and new appointment of Daniel Ducloux to a City Board.

Commissioner Duggan stated that Mayor Kesselus sent him an email stating that Mr. Ducloux is the son of Council Member Debra Jones and that Mr. Ducloux is currently on a City board and the Mayor would like to appoint him to an additional board. Commissioner Duggan indicated that after reading the Ethics Ordinance he did not find a reason why Mr. Ducloux should not be placed on a board. Commissioner Hines also stated that Council Member Jones would have to recuse herself if board business came before Council. Section 1.15.033B3 and 1.15.033C in the ordinance addresses this issue. Commissioner Hines read the Section into record. The Commission agreed that the Mayor may appoint a council member's child to a board provided the parent council member recuse him/her self if that board brings something before council. It was also stated that the child would have to recuse him/her self if anything involving his/her parent's business came before the board.

ADJOURNMENT

Commissioner Hines made the motion to adjourn the meeting at 6:51 p.m. The motion was approved unanimously.

Approved:

Judge Chris Duggan

Traci Chavez, Assistant City Secretary

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 1.17.2017

MEETING DATE: 1.24.2017

1. Agenda Item: **CONSIDERATION AND POSSIBLE ACTION FOR THE APPROVAL OF BASTROP ART IN PUBLIC PLACES TO AWARD A GENERAL SERVICE CONTRACT TO BURDITT AND ASSOCIATES FOR THE DESIGN OF THE CULTURE WALK AS PART OF PHASE ONE OF A MULTIPLE YEAR PROJECT.**

2. Party Making Request: DIRECTOR OF PW, PARKS, & UTILITIES- TREY JOB

3. Attachments: Yes X No

January 18, 2017

Mr. Trey Job
Director, Public Works, Water and Parks & Recreation
1209 Linden Street
P. O. Box 427
Bastrop, Texas 78602

Re: Proposal for Master Planning and Design Services;
Multi-Phase Art and Culture Walk at Bob Bryant Park

Dear Mr. Job,

Thank you for contacting us regarding the City's and Bastrop Art in Public Places selection of our firm to provide services for the above-noted project. Both Diana Wilson and I enjoyed our meeting with you as well as the site tour and visit to other community improvements. We appreciate the discussion regarding history of the project and the opportunity to provide our proposal for Master Planning, Project Scoping by Phases, and Preliminary Opinion of Probable Cost (OPC).

The City of Bastrop, through the Economic Development Corporation, and other potential funding opportunities such as grants, donations, and CIP funds is committed to *art in public places*. BAIPP has been a driving force of activity in this regard and is the catalyst for project funding using their portion of Bastrop City Sales Tax revenues to finance the first stages of this important project. Conducting a Design Competition, BAIPP awarded the initial conceptual plan to Public Artist Fallon Mihalic for her submitted response to the call for designs. By inviting Ms. Mihalic to become a member of our submittal team for the actual design and construction phases of this project, we ensure that future design work of our firm will remain consistent with the initial program vision set forth. We will also take into consideration components of the other submittal as elements of this concept were also found to be beneficial. Together, we will work together with City Staff and in engaging BAIPP members in developing a greater understanding of the larger picture goals for local art and this particular project.

The objectives of both the project design and construction are to create a multi-purpose public space and walking area that builds upon connection between the people and the places that they share. The defined and relevant spaces in the project areas are intended to lead to increased innovation, cultural diversity and civic engagement. Further, by stimulation and support of existing businesses the project will potentially offer an economic impact and provide a connected mission with the Historic Downtown and neighborhoods.

Mail:
P. O. Box 1424
Conroe, Texas 77305

Physical:
310 Longmire Road
Conroe, Texas 77304

www.burditt.com

Houston 281-447-2111
Conroe 936-756-3041
Fax 936-539-3240

01-24-2017

82

While the project will ultimately require design specifications and construction documents for construction, the City's initial request is for an initially constrained scope that focuses on planning, master planning and budgeting. This proposal addresses these preliminary intentions for planning and design services. We understand the City's present request is to conduct the following components of the project to best serve the continuation of long-term community enhancement of both culture and the arts:

- Conduct enhanced site evaluation beyond our preliminary assessments to catalogue opportunities and constraints in meeting the project goals;
- Conduct programming two (2) meetings with the BAIPP Art & Culture Walk Sub-Committee to develop greater understanding of the organization's short and long-term goals for Bob Bryant Park and the Community;
- Conduct programming interviews with certain identified staff and elected officials to gain perspective on their input and experience; *Examples:* Police Department as relates to security and safety; Chamber Executive Director or Economic Development Director as relates to community development and tourism; Parks Supervisor and Public Works Director in regards to park maintenance and overall park master plan currently in place; etc. A variety of interviews will be conducted during the programming phase of services;
- Consider existing art and cultural opportunities within Bastrop and the vicinity and how this specific project can complement and expand Quality of Life within the Community;
- Create a Preliminary Site Plan Opportunity Analysis of the subject property;
- Complete the planning assignment by developing a Final Master Plan for all Art and Cultural Walk improvements and facilities;
- Develop Preliminary Opinion(s) of Probable Cost (OPC) for a "phased approach" to project design and implementation.
- Each individual Phase of the complete site Master Planned Project will be scoped and budgeted separately prior to the first built on-the-ground project.
- A "model" of the project will be created in 3D software that can be used for fund raising, in developing City consensus, and assist in grant applications.
- Total and Phased OPC's will be provided.
- Upon conclusion, a proposal for Schematic Design through Construction Administration services will be provide to address the highest priority project for first phase construction.

Scope of Work

The Scope of Work requested will provide deliverables in three (3) Phases of Basic Services*:

Programming Phase

During programming, we will establish goals and objectives of both City and BAIPP, establish design intent, conduct field assessment and weigh against stakeholder input, research general topography and accessibility factors, develop an understanding of program requirements, establish staff and stakeholder meetings, and document input from vision sessions. The Programming Phase will direct the design team by both prioritizing projects and the creation of implementable scopes of work for implementation. The phase also will document the goals of City's goals for the project as relates to economic development and public revenue impacts.

Master Plan – Modeling

This phase includes the Preliminary Opportunity Analysis, Final Master Plan, and creation of a “*perspective view model*” developed in 3D modeling software. Additionally, the master plan report will address general site conditions, assets and constraints, associated amenities, general ingress and egress, parking analysis, and enhanced park amenity inclusion (as directed by Parks & Recreation Director).

Opinion(s) of Probable Cost

Opinion(s) of Probable Cost Statements will be developed for the total site and project buildout and individual phases based upon input from staff and stakeholders. Recommendations will be provided for phasing, scheduled construction that provides the least negative impact on Bob Bryant Park users, and also parkwide enhancements for planting screens that create a greater sense of privacy or isolation for user experience.

***Scope of Work does not include construction documents, environmental or engineering studies.**

Professional Fees

1. Basic Services Fee:\$ 18,750.00
2. **In addition to Basic Services outlined above, project deliverables will include:**
 - a. Up to two (2) planning and review meetings with BIAPP members or stakeholders.
 - b. Necessary meetings with Staff to program and scope project.
 - c. One (1) presentation to Council in a formal meeting setting;
 - d. One (1) presentation to the Parks Board;
 - e. Narrative document and master plan will be provided in electronic PDF copy. Hardcopies (as requested) will be provided and charged as a reimbursable expense of services.
 - f. Construction Documents and Specifications are not included in this proposal.

Agreement for the proposed services are recommended by execution of this Agreement Letter and Notice to Proceed (suggested for expedited project commencement and given limited scope of these phases). Project can also be provided by executing a separate Professional Services Agreement which can be provided if preferred by City. As there is no dimensional design and construction documentation included in this initial Scope of Work, many of the clauses or areas of work related to construction specifications are not included in the Terms and Conditions of this proposal. For future services of Design and Construction Administration, we will recommend use of a more formal PSA and appropriate terms for those services.

We anticipate completion of all deliverables within 60 days of an executed approval for services, whether by the current format or by use of a formal PSA. The availability and contributions from Staff and BAIPP sub-committee are also necessary for schedule accomplishments. Should your schedule be more aggressive than the 60 days, please advise and we’ll work together to accommodate that timeline.

Concluding Comments

Our planning and design professionals are very excited to be considered for this exciting community project. Having worked extensively in the planning, our team will also be assisted by our economic development staff, ensuring that the project goals are met and that your stakeholders are appropriately engaged.

We look forward to discussing this proposal and making any necessary revisions. Also, if the proposal is agreeable, we will be in attendance for Tuesday evening's Council meeting and to facilitate the first BIAPP sub-committee meeting on the 25th. We are excited about this project and can envision the positive contributions the project will have for residents and tourism. We look forward to discussing our proposal and working together!

Sincerely,



Charles Burditt
President

EK/cb

cc: Diana Wilson, AICP, Landscape Architect, LEED AP
J. Shane Howard, Vice-President

Attachment: Terms and Conditions/2016 Hourly Rates

Approval and Notice To Proceed:

Date _____

By: _____

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337
AUSTIN, TEXAS 78711-2337

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at the Burditt established hourly rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requested by Client. Additional services will be provided, with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or monthly, based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

Necessary reimbursable expenses such as document printing, mileage (@ \$0.50 per mile), copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, photographs, toll charges, parking, etc., shall be paid by Client at cost plus 10%.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

STATEMENT OF PROBABLE COSTS

When included in Consultant's scope of service, statements, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

EXHIBIT "A"

**BURDITT CONSULTANTS, LLC
2017 HOURLY RATES**

THE FOLLOWING HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES. Hourly Basis Rates for all other Professional Services not covered under Basic Services and requested by City for architecture, landscape architecture, parks & recreation consulting, and urban & community forestry or any other services shall be at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Project Engineer	\$135
Senior Planner	\$135
Wildlife Biologist / Wetland Scientist	\$135
Urban Forester	\$125
Natural Resource Planner	\$125
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Landscape Designer	\$110
Planner I	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date.

Reimbursable expenses and necessary approved sub-consultants (if requested by City and not currently required) but approved in writing by City shall be invoiced at 1.10 times the direct cost incurred.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **FIRST READING OF AN ORDINANCE REVISING THE CITY CODE OF ORDINANCES, CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, “BASTROP REGULATIONS”, ARTICLE 4.03 “TAXICABS, SHUTTLES AND TOURING VEHICLES,” TO ADD DEFINITIONS OF TERMS, ADD EXEMPTIONS FROM COVERAGE, ADD REGULATIONS PERTAINING TO PEDICABS, HORSE-DRAWN CARRIAGES, LOW SPEED VEHICLES (“LSV”), NEIGHBORHOOD ELECTRIC VEHICLES (“NEV”), PROVIDING ADDITIONAL REMEDIES FOR VIOLATIONS; AND AMENDING APPENDIX A4.03.001 – “LICENSE” OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, CONCERNING INSPECTION AND DRIVERS’ FEES FOR SAME; PROVIDING FOR PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.**

2. Party Making Request: **City Attorney, David Bragg**

3. Nature of Request: (Brief Overview)

4. Attachments: Yes X No

5. Motion Requested:

ORDINANCE NO. 2017 - 03

AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, "BASTROP REGULATIONS", ARTICLE 4.03 "TAXICABS, SHUTTLES AND TOURING VEHICLES," TO ADD DEFINITIONS OF TERMS, ADD EXEMPTIONS FROM COVERAGE, ADD REGULATIONS PERTAINING TO PEDICABS, HORSE-DRAWN CARRIAGES, LOW SPEED VEHICLES ("LSV"), NEIGHBORHOOD ELECTRIC VEHICLES ("NEV"), PROVIDING ADDITIONAL REMEDIES FOR VIOLATIONS; AND AMENDING APPENDIX A4.03.001 – "LICENSE" OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, CONCERNING INSPECTION AND DRIVERS' FEES FOR SAME; PROVIDING FOR PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, State and local laws and the City of Bastrop's ("City") Home Rule Charter authorize the City to adopt and enforce laws related to transportation to enhance and protect the health, safety and welfare of the citizens of, and visitors to, the Bastrop community; and

WHEREAS, The City Council finds that the regulation of pedicabs , low speed vehicles, and neighborhood electric vehicles operating in the City, and annual inspection and licensing fees for same, are necessary for the purpose of promoting the safety of individuals utilizing pedicabs; and

WHEREAS, the City of Bastrop finds that it is necessary to provide additional civil remedies for the violation of Article 4.03 to insure that effective tools for the regulation of the vehicles covered by this Article are sufficient to protect public health and safety; and

WHEREAS, the City of Bastrop finds that the amendments to Article 4.03 "Taxicabs, Shuttles and Touring Vehicles" and Appendix A, concerning annual inspection and licensing fees for same are necessary and proper and will enhance and protect the health, safety, and welfare of the citizens of the City.

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

PART 1. That Article 4.03 "Taxicabs, Shuttles and Touring Vehicles" of the Code of Ordinances of the City of Bastrop is hereby amended to rename the article, add definitions, provide for the regulation of alternative vehicles, additional remedies for violations, and make other necessary revisions for clarification and consistency.

ARTICLE 4.03 - TAXICABS, SHUTTLES, TOURING AND ALTERNATIVE VEHICLES

DIVISION 1. – General Provisions

Sec. 4.03.001 – Definitions

The definition of a term in this section applies to each grammatical variation of the term. In this article, unless the context requires a different definition:

“**Alternative vehicle**” means vehicles for hire that are horse-drawn carriages, pedicabs, NEVs or LSVs.

“**Bicycle**” means a vehicle with two wheels in tandem, usually propelled by pedals connected to the rear wheel by a chain, belts or gears, and having handlebars for steering and a saddle-like seat.

“**Chargeable accident**” means an accident for which a citation is issued for a moving violation to a driver licensed or permitted under this ordinance.

“**City Secretary**” means the City Secretary of the City of Bastrop or his/her designee.

“**Conviction**” means a conviction or deferred adjudication in a federal court or a court of any state or foreign nation or political subdivision of a state or foreign nation that has not been reversed, vacated, or pardoned.

“**Department**” means the Police Department of the City of Bastrop.

“**Driver**” means an individual who drives or operates a vehicle for hire and is granted a driver's permit under this article.

“**Driver's permit**” means a license issued to an individual by the city secretary authorizing that person to operate a vehicle for hire in the city.

“**Electric bicycle**” means a bicycle with an integrated electric motor which can be used for propulsion while still retaining the ability to be pedaled by the rider.

“**For hire**” means the business of carrying passengers where the destination and route traveled may be controlled by a passenger and the fare is calculated based on a fixed rate or it is negotiated prior to service being rendered unless the fare is "tips only" at the customer's discretion.

“**Gross vehicle weight**” rating or “**GVWR**” means the value specified by the manufacturer as the loaded weight of a single vehicle.

“**Holder**” or “**licensee**” means a person who has a license or permit under this article.

“**Horse**” shall mean horse and all equine species.

“**Legal resident**” means a citizen of the United States or a person residing in the United States in accordance with federal immigration laws.

“Limousine” means a motor vehicle that is a luxury sedan with a manufacturer's rated seating capacity of not more than 15 passengers that is used for the transportation of persons from a location in the city to another location either inside or outside the city.

“Low speed vehicle” or **“LSV”** means a motor vehicle that is four-wheeled, whose speed attainable in one mile is not more than 25 miles per hour on a paved level surface and whose GVWR is less than 3,000 pounds.

“Motor vehicle” means a vehicle as defined in sec. 541.201(11) of the Texas Transportation Code.

“Neighborhood electric vehicle” or **“NEV”** means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and otherwise complies with Federal Motor Safety Standard 500 (49 C.F.R. Section 571.500) for LSVs.

“Pedicab” means a chauffeured bicycle (including an electric bicycle) or tricycle that transports passengers for hire where passengers occupy seats attached to a trailer, sidecar or similar device.

“Person” means an individual; corporation; government or governmental subdivision; or agency, trust, partnership, or two or more persons having a joint or common economic interest.

“Shuttle” means every vehicle or trailer of any type or size used for the transportation for hire of individuals or water oriented recreational equipment for the purpose of transporting such individuals or water oriented recreational equipment to locations in the city, hotels, public events, or in connection with tubing, kayaking, rafting, or similar water recreation activities upon rivers and streams that flow within or through the city limits. A vehicle shall be deemed to be a "shuttle vehicle": (1) whether or not the vehicle operates on a regular fixed route within the city; (2) whether or not the business operating the vehicle is principally located within the city limits or outside the city limits, so long as the vehicle is operating on the public streets of the city; or (3) regardless of whether there is a separate fee for the transportation service or the transportation is included as a part of any other rental, fee, expense, or use cost paid by the public. Water oriented recreational equipment shall mean tubes, kayaks, rafts, canoes and any other forms of personal watercraft.

“Taxicab” means a chauffeured motor vehicle with a rated passenger capacity of eight or less, used to transport persons for hire that typically operates on irregular routes, irregular schedules, and a call and demand basis, but not including limousines, special service vehicles or courtesy vehicles.

“Taximeter” means a device that mechanically or electronically computes a fare based upon the distance traveled, the time the taxicab is engaged, and any other basis for charges which are specified in the operating authority or rate ordinance pertaining to the holder.

“Tricycle” means a vehicle with three wheels, usually propelled by pedals connected to the rear wheel by a chain, belts or gears, and having handlebars for steering and a saddle-like seat.

“Vehicle” means a device in or by which a person or property is or may be transported or drawn on a public roadway (including a road, street, bridge or thoroughfare), other than a device used exclusively on stationary rails or tracks. Pedicabs, horse-drawn carriages, NEVs and LSVs are vehicles for purposes of this article.

“**Vehicle for hire**” means a chauffeured vehicle used to transport passengers on city streets for compensation under the authority of this chapter.

“**Vehicle for hire service**” means a passenger transportation service for hire that offers/provides one or more vehicles for hire in the operation of the service and includes (but is not limited to) a facility from which the service is operated; vehicle for hire used in the operation; and a person who owns, controls, or operates the service.

Sec. 4.03.002-.010 Reserved for expansion

Division 2. –Requirements for Vehicles and Licensees

Sec. 4.03.011 - License required; exemptions.

- (a) No person shall operate a taxicab, shuttle, touring or alternative vehicle for hire within the city unless such person shall have first obtained from the city secretary prior to such operation a license to operate the vehicle. Licenses shall expire within three hundred sixty-five days after issuance. The following are exempt from licensing under this article:
- (1) Taxicabs, shuttles or touring vehicles that are only temporarily in the city and that have their operating base outside of the city;
 - (2) Touring vehicles that are stopping over in the city for three (3) days or less;
 - (3) Public transit authority vehicles (e.g., Carts);
 - (4) The transportation of a person by a vehicle for hire licensed by another governmental entity from a point outside the city to a destination inside the city, if the vehicle for hire leaves the city without receiving a new passenger inside the city limits;
 - (5) A vehicle for hire service operated under state or federal authority unless the service is subject to the city's regulatory authority;
 - (6) Other than an alternative vehicle, a vehicle used by a hotel, motel or other similar business, commonly referred to as a courtesy vehicle, used to transport its patrons to various locations without charge; or
 - (7) A vehicle service that is arranged for a specific special event such as a wedding, funeral, prom and other similar special events.
- (b) Before the City Secretary issues an annual license to an applicant for a taxi, shuttle, touring or alternative vehicle, the City Secretary, after consulting with the Chief of Police and any other applicable staff and directors, shall first determine whether the applicant is fit, able, and willing to perform the proposed service. If the City Manager finds that the applicant is not fit, able and willing to perform the service the City Manager shall notify the applicant in writing that the application has been rejected. The applicant may, within ten (10) days after written notice of the decision of the City Manager, appeal the City Manager's decision to the City Council.
- (c) A written application for a yearly license for the operation of a taxicab, shuttle, touring or alternative vehicle within the city shall be signed and sworn to by the applicant or by a duly authorized officer, if the applicant is a corporation and shall be filed with the City Secretary's

office on a form provided by the city. Applications for renewal for existing licenses shall be filed annually prior to expiration of the license. Applications for an initial license may be made at any time. The applicant shall provide the following information:

- (1) Name, physical address, and telephone number of the company;
 - (2) If a corporation, name and address of the principal officers and major stockholders of the corporation;
 - (3) If a partnership, name and address of the partners;
 - (4) If a proprietorship, name and address of the owners;
 - (5) Description of the make, vehicle identification, and license number of each vehicle, or in the case of alternative vehicles, a unique identifying number;
 - (6) Names, addresses, ages, driver's license numbers, and proof of insurance for each driver operating a taxicab, shuttle, touring or alternative vehicle for the company. This information shall be updated and immediately provided to the city in the event of any change and must be kept current during the year. The applicants will be required to provide the city with current (i.e., no older than ninety days) driving and criminal history records for each driver of applicant's vehicles that will be operated in the city. No applicant will be permitted to use drivers who have been ticketed for two or more moving violations and/or for one or more chargeable motor vehicle accidents, within the most recent twelve-month period. A driver in violation of this section is prohibited to drive a taxicab, shuttle, touring or alternative vehicle. Failure to provide such information for each driver operating a taxicab, shuttle, touring or alternative vehicle, within the city shall be grounds for revoking the license of the related company;
 - (7) A written sworn statement that no taxicabs, shuttles, touring or alternative vehicles will be operated by any driver that is not identified in the owner's license application; and
 - (8) In the event the operation of a taxicab, shuttle, touring or alternative vehicle during an event will substantially affect the general public, the proposed route to be used by the taxicab, shuttle, touring or alternative vehicle, as well as the hours of operation shall be provided to the Chief of Police and the City Manager. Thereafter, the police chief or the City Manager shall identify the location that is the safest area for the loading and unloading of passengers, if necessary. A "substantial affect" is more than three (3) vehicles in use during an event or more than fifty (50) people being transported by the vehicles.
- (d) *Insurance binder.* Before any license will be issued, or before the annual renewal of a license is granted, applicants shall file with the City Secretary and thereafter keep in full force and effect, a policy of public liability and property damage insurance as prescribed in section 4.03.014. The City Manager may require a license holder to obtain additional insurance depending on the service to be provided, the type of event and the number of people to be transported. In accord with this section, the City Manager or the police chief may require a meeting with the proposed license holder to determine whether there are any "risk factors" anticipated which may increase the insurance.
- (e) In addition to the requirements of state law regarding vehicle safety inspection, and the requirements specified in this article, the city shall have the right to inspect all taxicabs,

shuttles, touring and alternative vehicles operating in the city to determine if such vehicles meet the following minimum standards:

- (1) Each vehicle shall be equipped with a fire extinguisher that is in good operating order;
 - (2) Each vehicle shall be reasonably free from dirt or rubbish and shall be otherwise clean and sanitary;
 - (3) The vehicle identification number and license number shall be compared to the numbers listed on the taxicab, shuttle or touring permit or license application to confirm that the numbers are the same; and
 - (4) Except as to alternative vehicles, each vehicle shall have lettering permanently affixed to the front doors in letters at least two and one-half (2½) inches high designating the vehicle as a taxicab, shuttle or touring vehicle and identifying the licensee.
- (f) Each application shall be accompanied by payment of license and driver(s) fees, as provided for in section A4.03.001 of the fee schedule in appendix A to this code. Such fees shall be paid prior to the receipt of a license, or in the case of annual license renewal, then, on or before the anniversary date of the issuance of the license. The license fees provided for herein shall be used to defray the expenses incurred in administering and enforcing this article.
- (g) All taxicab operators licensed under the provisions of this article shall maintain a valid phone number for public use during operational hours. Current addresses and phone numbers for each taxicab, shuttle, touring and alternative vehicle shall at all times be on file with the City Secretary.
- (h) If any of the representations in any application filed under this article are found to be false or fraudulent, such application may be refused or rejected by the city.

Sec. 4.03.012 - Vehicle operation requirements.

- (a) No vehicle for which a permit or license has been issued shall be operated by anyone except the driver(s) listed on the permit application. The permit or license and proof of insurance must be in the driver's possession when operating a vehicle.
- (b) No person may drive or operate any taxicab, shuttle, touring or alternative vehicle unless and until he or she has provided his or her name, address, age, driver's license number and social security number to the City Secretary's office and a current background check is completed by the owner/operator and provided to the city. For good cause, at any time, the police chief shall have the discretion to require that the owner/ operator provide an additional background check of any driver or operator of a vehicle in the city.
- (c) No driver of an alternative vehicle shall operate a vehicle for more than twelve (12) hours in any twenty-four-hour period. A log book shall be kept by the driver.
- (d) No person under the age of 21 shall operate a taxicab, shuttle, touring or alternative vehicle.
- (e) No person shall operate a taxicab, shuttle, touring or alternative vehicle without a driver's license issued by the Texas department of public safety.
- (f) No person may drive any taxicab, shuttle, touring or alternative vehicle in the city if he or she has been convicted of any alcohol or drug related offense in connection with the operation of a vehicle. No license shall be transferable to any other person, firm or corporation, nor shall

such license be used for the operation of any vehicle except the vehicle for which the license is issued.

- (h) All taxicabs, shuttles, and touring vehicles shall operate only on the public streets of the city. This specifically includes those vehicles used for transporting individuals or items associated with water oriented recreational equipment. In the event access to a certain area is restricted and cannot be reached by a public street, the licensee shall contact the Chief of Police, the City Manager or the parks department to determine appropriate access.

Sec. 4.03.013 - Inspection of vehicles.

The Chief of Police, or his designee, may cause inspections to be made at random intervals during each year of every vehicle licensed as a taxicab, shuttle, touring or alternative vehicle in the city. Licensees shall cooperate with such inspection requirements by making their vehicles available for inspection at reasonable times. Such inspections shall insure that all taxicabs, shuttles, touring and alternative vehicles are in good operating condition and are equipped with proper brakes, lighting systems, and safety equipment (including fire extinguishers), and are clean, undamaged and in good appearance. Vehicles failing such random city inspections shall not be allowed to operate on city streets or alleys until brought into a condition satisfactory to the Chief of Police.

Sec. 4.03.014 - Insurance.

- (a) *Minimum requirements.* The applicant and licensee must obtain, and keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state, in the standard form required pursuant to the laws of the state, with the insured provision of such policy including the city as an additional insured, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the operation of the vehicle of such applicant, and providing that the amount of recovery on each such vehicle shall be in limits of not less than the following:
 - (1) For any one person injured or killed in one accident: \$100,000.
 - (2) For any number of persons injured or killed in one accident: \$300,000.
 - (3) For property damage resulting from one accident: \$50,000.
- (b) *Policy cancellation.* Such policy shall provide for notice to the city prior to cancellation, and should such policy be cancelled during the term of the license, such license shall automatically terminate therewith.

Sec. 4.03.015 - Cancellation of license.

Any license granted under this article shall be subject to cancellation and all rights of the licensee may be forfeited at the will of the City Council for failure to observe any ordinance of the city, any rules set forth herein, for the violation of any law of the state or for the failure of the licensee to secure and file the necessary information. Such license may also be cancelled by the City Council if the licensee (or a driver for the licensee) is found guilty of immoral conduct, or intoxicated to any degree, or should become addicted to the use of any drug that affects the mental or physical powers of such licensee or driver, or is guilty of using obscene vulgar or profane

language on the streets of the city or in the presence of a passenger, or if the licensee or driver should engage in any character or conduct deemed improper and detrimental to the best interest of the city by the Council. Before canceling any license, the Council shall hold a public hearing, notice of which shall be given the licensee at least three (3) days in advance of such hearing.

Sec. 4.03.016 – Additional restrictions on operation of taxicabs.

- (a) Any taxicab driver employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely and expeditiously to their destination.
- (b) There shall be a conspicuous place on the inside of each taxicab a card showing the rates charged for use of the taxicab. It shall be the duty of the driver of the taxicab to post the card. If any owner or driver of any taxicab shall refuse to convey a passenger at the rate specified on the rate card so displayed, or shall demand an amount in excess of the rates so displayed, he shall be guilty of a misdemeanor.
- (c) It shall be the duty of every taxicab operated in the city to render for ad valorem taxes to the city all vehicles or other equipment used in such business. Failure to render for and pay such ad valorem taxes to the city before they become delinquent shall operate as a revocation of any license authorizing the operating of any taxicab over the public streets alleys and ways of the city.
- (d) It shall be unlawful for any person to refuse to pay the full fare of any taxicab after having hired the same, and any person who shall hire any taxicab with the intent to defraud the person from whom it is hired shall be guilty of a misdemeanor.

Sec. 4.03.017 – Additional restrictions on shuttle operations.

- (a) In the event a shuttle service will substantially affect the public (more than three (3) shuttles or more than fifty (50) people to be transported at one time), the licensee shall provide to the City Manager and the Chief of Police the routes to be used by the shuttles, including stops to let off or pick up persons, so that the safest area for loading and unloading passengers can be identified.
- (b) Shuttles shall only be operated during the dates and times designated on their license, if applicable.
- (c) All shuttles that carry passengers will be equipped with seating for each passenger carried.
- (d) All persons carried by a shuttle operated on streets within the city limits must be seated.
- (e) Persons may not be transported in the city without designated and enclosed seating specifically designed for the safe transportation of such persons.

Secs. 4.03.018—4.03.030 - Reserved.

Sec. 4.03.031 – Additional requirements for horse-drawn carriages.

In the case of a horse-drawn carriage or other touring vehicle employing the use of draft animals for locomotion, the City Secretary shall issue a touring vehicle permit only if the manager finds that the following additional requirements have been satisfied:

- (1) The proposed route of the service does not operate on any hike and bike trail or foot path within the city.
- (2) The carriages and equipment proposed to be used in the service are in safe and presentable condition.
- (3) The applicant has agreed to operate only on a schedule and route and over the designated traffic lanes approved by the City Manager and to park said carriages or vehicles only at such locations approved by the city.
- (4) The carriage wheels shall have all steel or iron outer rims adequately sheathed in rubber or other synthetic material to prevent damage to the street pavement.
- (5) All horseshoes shall be of a type approved by the city and shall have non-skid base surfaces.
- (6) The applicant has agreed to maintain all barns, stables, or other housing for horses and carriages in a safe and sanitary condition, and has agreed to permit the city to inspect such facilities at any time.
- (7) The applicant has agreed to keep all carriage routes clear and free from animal void and excrement and to maintain all permitted stands in a clean and sanitary manner.
- (8) The applicant has agreed to post the fares for each ride or trip such that they are visible to the public.
- (9) The applicant has agreed that, in order to protect the health and well-being of each animal employed in this service, applicant specifically covenants and agrees:
 - (A) Each animal shall be inspected and certified as to its good health every three (3) months by a licensed veterinarian. Proof of such certification shall be provided to the City's Animal Control Officer upon request.
 - (B) No animal shall be worked longer than four (4) continuous hours without feeding and rest.
 - (C) Each animal shall be provided water at each carriage stand.
 - (D) Animals shall not be whipped unless necessary for the safety of the animal or carriage passengers.
 - (E) Animals shall not be overworked.
 - (F) Each animal shall be provided with its own custom-fit harness.
 - (G) No animal with an open sore or wound, nor any animal which is lame or has any other ailment, shall be worked without specific written authorization from a veterinarian that such work will not endanger the health or well-being of the animal.
 - (H) Each animal shall be groomed daily.
 - (I) No animal shall be allowed to pull more than seven (7) people, including the driver.
 - (J) No animal shall be worked during times when the combined temperature and humidity index exceeds a numerical value of 150.

Sec. 4.03.032 – Termination of horse- drawn carriage license.

Operation of a horse-drawn carriage under a touring vehicle license shall be conditioned upon continued compliance by the licensee with each of the requirements of division 2 of this article and section 4.03.031. Any violation of said requirements shall subject the licensee to termination of the license upon proper notice and hearing before the City Manager and such other penalties as provided by this Article.

Sec. 4.03.034- .040 reserved.

Sec. 4.03.041- Pedicab additional safety equipment and specifications.

- (a) The holder or driver of a pedicab shall, at all times, provide and maintain in good operating condition the following items and equipment for each pedicab vehicle;
- (1) White headlight(s) visible from a distance of at least 500 feet;
 - (2) Two red taillights visible from a distance of at least 500 feet;
 - (3) A reliable braking system. Brakes must be capable of making a braked wheel stop within a distance determined by the Chief of Police.
 - (4) Sufficient rubber and treading on all wheels;
 - (5) A form of two-way communication, which may include a cellular phone, that can be used to request assistance in the event of an emergency; and
 - (6) A red reflector on the rear of the pedicab.
 - (7) A pedicab is limited to a maximum passenger capacity as recommended by the manufacturer, or if no manufacturer, then by the Chief of Police.
 - (8) A pedicab must meet the following dimensional requirements:
 - (9) A frame may not exceed 55 inches in width;
 - (10) A bicycle tire must be at least 1.5 inches in width;
 - (11) A trailer tire must be at least 1.5 inches in width; and
 - (12) All wheels must have a minimum of 32 spokes and be securely mounted to the vehicle.
 - (13) All spokes must be tight and none may be missing or broken;
 - (14) Floorboards must have non-skid contact surfaces without holes;

(15) If a trailer is used, it must be attached to the bicycle in a manner approved by the Chief of Police.

(16) The passenger seat must be bench style and at least 17 inches deep unless the pedicab is equipped with individual bicycle style seats. No passenger seat may face to the rear.

(17) The pedicab paint may not be noticeably rusted, flaked, scraped, or faded. Paint repairs must be neat and inconspicuous;

(18) Any sharp edges or open tubes must be capped in a manner approved by the Chief of Police; and

(19) A trailer/pedicab unit must display the following:

(i) a company name, telephone number, and individual unit number, with clear and legible lettering displayed in characters at least 1-3/4 inches in height and at least 1 inch in width, with colors contrasting the color of the pedicab;

(ii) a permit decal, valid annual city inspection decal, and sign limiting the passenger capacity to 3 passengers; and

(iii) a slow-moving vehicle emblem that:

(1) Complies with Section 547.108 of the Texas Transportation Code;

(2) Is displayed on the rear of the pedicab and mounted in a manner approved by the department; and

(3) Uses a reflective surface visible day or night from a distance of 500 feet.

Sec. 4.03.042 The department may immediately require a vehicle to be removed from service for any violation of a safety-related requirement of this section. The department may require a permit holder to make any non-safety related repairs within 10 days. A vehicle must be re-inspected following completion of repairs required by the department under this section.

Sec. 4.03.043. – Pedicab additional operational restrictions.

In addition to complying with all applicable traffic laws, a pedicab driver may not:

(1) Operate a pedicab on any street, highway or parkway where the posted speed limit exceeds 35 miles per hour but it may cross a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour;

(2) Operate a pedicab on any sidewalk, median, bike trail or hike trail, except for access to or exit from the Old Bridge, the Old Austin Highway and along the Colorado River from Fisherman's Park to the concrete steps; or

(3) Permit or allow a passenger to ride in or on a pedicab in such a position that the driver's vision forward, to the side or behind is blocked. A pedicab passenger older than 6 years must sit on a seat in the pedicab and not in any other place on or in the pedicab, including the lap of another passenger. If a passenger refuses to comply with this requirement, a driver must stop the pedicab and ask the passenger to exit the pedicab.

Sec. 4.03.044. – Pedicab hours of operation and service area.

(A) A pedicab service may not operate between the hours of 2:00 a.m. and 6:00 a.m.

(B) A pedicab may not operate in the following areas:

(1) Any school zone during posted hours;

(2) Chestnut Street may be used only as a crossing street.

(3) Such other area restrictions as the Chief of Police determines are required on a temporary basis to prevent undue congestion and to insure public safety.

(C) A pedicab driver must:

(1) comply with the traffic laws and regulations applicable to vehicles in addition to the requirements of this section;

(2) limit operation to the travel lane nearest the curb or edge of the roadway, except when necessary to negotiate an obstruction, to turn onto another roadway, to enter a private drive, or if the pedicab is travelling faster than other traffic; and

(3) tow no more than one trailer, which may not be attached to a combination bike/passenger unit.

Sec. 4.03.045-.046 Reserved.

Sec. 4.03.047- NEV and LSV additional safety equipment and specifications.

(a) The holder or driver of a NEV and LSV shall, at all times, provide and maintain in good operating condition the following items and equipment for each neighborhood electric vehicle;

(1) White headlight(s) visible from a distance of at least 500 feet;

(2) Two red taillights visible from a distance of at least 500 feet;

(3) Front and rear turn signal lights;

(4) Stop lights;

(5) A slow-moving vehicle sign attached to the rear of the vehicle;

- (6) A form of two-way communication, which may include a cellular phone, that can be used to request assistance in the event of an emergency;
 - (7) Red reflectors;
 - (8) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror;
 - (9) A parking brake;
 - (10) Glazed windshield; and
 - (11) Seatbelts at the designated seating positions.
- (b) In addition the requirements of this section, an NEV and LSV must meet the following standards:
- (1) The interior upholstery must not have any noticeable tears or similar damage;
 - (2) Any missing, broken or significantly damaged interior and exterior parts must be repaired or replaced;
 - (3) The vehicle must have a vehicle identification number (VIN);
 - (4) The NEV or LSV must not tow a trailer; and
 - (5) The NEV or LSV must comply with any additional requirements established by fleet services.

Sec. 4.03.048. – NEV and LSV additional operational restrictions.

- (a) NEV and LSV service area does not include:
- (1) Any school zone during posted hours;
 - (2) All of Chestnut Street.
 - (3) Such other area restrictions as the Chief of Police determines are required on a temporary basis to prevent undue congestion and to insure public safety.
- (b) Additional area restrictions for NEV and LSV:
- (1) An NEV or LSV may not operate on any street, highway or parkway where the posted speed limit exceeds 45 miles per hour but it may cross a road or street at an intersection where the road or street has a posted speed limit of more than 45 miles per hour;

(2) Operate on any sidewalk, median, bike trail or hike trail; or

(3) Permit or allow a passenger to ride in or a NEV or LSV vehicle in such a position that the driver's vision forward, to the side or behind is blocked.

Sec. 4.03.049 - .059 Reserved.

Division 3. – Enforcement

Sec. 4.03.060. - Injunctive relief.

The city may seek an order from a court of competent jurisdiction to enjoin a violation of this article. If the city prevails in such an action, it shall be entitled to its reasonable attorney's fees and costs.

Sec. 4.03.061. – Removal of evidence of authorization.

Whenever a holder's business permit or a driver's permit is suspended, revoked, or denied or whenever a vehicle fails to pass inspection as a vehicle for hire, the City Secretary may remove or require the surrender of all evidence of authorization as a holder, driver, or vehicle for hire, including, but not limited to, removal or surrender of business permit, driver's permit, decals, signs, insignia, radios, top lights, and meters if applicable.

Sec. 4.03.062. - Enforcement by police department.

Officers of the police department shall assist in the enforcement of this article. A police officer, upon observing a violation of this article shall take necessary enforcement action to ensure effective compliance with this article by vehicles for hire.

Sec. 4.03.063 - Criminal penalty for violations.

(a) Any person, agent, or business who shall knowingly violate a provision of this article shall be deemed guilty of a misdemeanor, in addition to any other penalties provided. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of the provisions of this article is committed or continued, and upon conviction by a court of competent jurisdiction for any such violation such person shall be punished in accordance with this article.

(b) It shall be an offense to allow the occupancy of more persons in a touring vehicle, taxicab, shuttle or alternative vehicle that is operated within the city limits than the number of passengers for which the vehicle is designed or equipped.

(c) The owner of the taxicab, touring, shuttle or alternative vehicle, as well as the driver of the vehicle is responsible for compliance with this article.

(e) A person who is found guilty under either subsection (a) or (b) of this section shall be punished by a fine of not less than \$300 nor more than \$500.

(f) A business whose owner or employees have been found guilty of violating this provision two (2) or more times in a given year will have its license revoked for a minimum of three (3) years.

(g) Authority to enforce this article is vested in the city's police department, and the City Manager.

Sec. 4.03.064. - Correction order.

(a) If the City Secretary determines that a holder has violated or is in violation of this article, or other applicable law, the City Secretary may notify the holder in writing of the violation and by written order directing the holder to correct the violation within a reasonable period of time. In setting the time for correction, the Chief of Police shall determine the degree of danger to the public health or safety and the nature of the violation. If the violation involves equipment that is unsafe or functioning improperly, the Chief of Police shall order the holder to immediately cease use of the equipment.

(b) If the Chief of Police determines that a violation constitutes an imminent and serious threat to the public health or safety, the City Secretary shall order the holder to correct the violation immediately, and, if the holder fails to comply, the City Manager shall promptly take or cause to be taken such action as he or she considers necessary to enforce the order immediately, including but not limited to application to a court of competent jurisdiction for injunctive relief.

(c) The City Secretary shall include in a notice issued under this section an identification of the violation, the date of issuance of the notice and the time period within which the violation must be corrected, a warning that failure to comply with the order may result in suspension or revocation of operating authority or imposition of a fine or both, and a statement indicating that the order may be appealed to the city council.

Sec. 4.03.065. - Service of notice.

(a) A holder or driver licensed under this article must be served by the City Secretary at the holder's or driver's address provided to the City Secretary. Service may be had on the holder's or driver's designated representative, if any, at the address provided by the holder or driver.

(b) Service executed in accordance with this section constitutes notice to the person to whom the notice is addressed. The date of service for notice that is mailed is the date received and it is presumed that the notice is received within four days after it has been mailed.

Sec. 4.03.066. - Appeal.

(a) A holder or driver may appeal the following decisions of the City Secretary if he or she requests an appeal in writing and delivers it to the city manager's office not more than 14 days after receiving notice:

- (1) A denial of an application for a business or driver's permit;
- (2) A suspension or revocation of a business or driver's permit;
- (3) A denial of renewal of business or driver's permit;

(b) The city council or designee shall hear all appeals made under this subsection within 30 days of the date the request for an appeal is received in the city manager's office. The city council or designee shall give the appealing party an opportunity to present evidence and make argument in his or her behalf. The formal rules of evidence do not apply to an appeal hearing under this section, and the city council or designee shall make its decision within seven business days after the close of the hearing on the basis of a preponderance of the evidence presented at the hearing.

(c) The city council or designee may affirm, modify, or reverse all or part of the action of the City Secretary being appealed. The decision of the city council or designee is final.

4.03.067. – Cumulative remedies.

The remedies provided to the city under this article are cumulative and the pursuit of one does not foreclose the pursuit of others.

PART 2. That Appendix A4.03.001, entitled "License," of the Code of Ordinances of the City of Bastrop is hereby amended to add information regarding the annual inspection and license fee to include "Pedicabs", "Low speed vehicles" and "Neighborhood Electric Vehicles" (alternative vehicles) operating in the City, as follows:

ARTICLE A4.03 TAXICABS, SHUTTLES, TOURING AND ALTERNATIVE VEHICLES

Division 1. Generally

Sec. A4.03.001 - License.

(f) Fee. Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles:

Per vehicle: \$25.00.

Additional fee, per driver: \$12.00.

PART 3. The City Manager and City Secretary are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect these amendments.

PART 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

PART 5. This Ordinance shall be effective upon final approval by the City Council upon the date noted herein below.

READ and APPROVED on First Reading on the 24th day of January, 2017.

READ and APPROVED on Second Reading on the 14th day of February, 2017.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg,
City Attorney

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **Consideration, discussion, and possible action on the Final Plat and Development Agreement for the Buttonwood Subdivision, being ±0.611 acres of land out of Farm Lots 19 and 20, east of Main Street, located within the Bastrop city limits.**

2. Party Making Request: **Wesley Brandon, PE, Director of Planning and Engineering**

3. Nature of Request: (Brief Overview) **This is the Final Plat for the Buttonwood Subdivision, creating 3 lots within the City's Form-Based Code area. The developer has also requested approval of a development agreement in order to provide water utilities to the subdivision.**

4. Attachments: Yes XX No _____

5. Motion Requested: **Approve the Final Plat and Development Agreement for the Buttonwood Subdivision.**



City Council Meeting Date: January 24, 2017

Project Description:

Consideration, discussion, and possible action on the Final Plat and Development Agreement for the Buttonwood Subdivision, being ± 0.611 acres of land out of Farm Lots 19 and 20, east of Main Street, located within the Bastrop city limits.

Item Summary:

Applicant: Terry Sanders and Robbie Sanders
Location: Buttonwood Street, between its intersection with Fayette and Hill Streets
Utilities: City of Bastrop water, wastewater and electric
Zoning: Neighborhood (Form-Based Code)

Background:

The Final Plat for the Buttonwood Subdivision proposes to create 3 residential lots within the "Neighborhood" form-based code area. The City's Subdivision Ordinance also requires the installation of water utilities in order to provide service to the new lots. The applicant has requested approval of a development agreement that would establish a partnership with the City to extend a water line along Buttonwood Street and create a "loop" in the public water system. This "loop" should significantly improve the circulation and quality of potable water within the system. The terms of the development agreement state that the developer/applicant will cover the costs of materials for the water line, and the City will provide the design, labor, and equipment required to install the new line.

Basis of Support:

Staff supports approval of the Final Plat for the Buttonwood Subdivision and Development Agreement to create three residential lots and establish a partnership to provide water utilities within the subdivision. The plat appears to conform with the City's Subdivision Ordinance and other applicable regulations. Staff has carefully reviewed the terms of the proposed Development Agreement and has determined that the City would benefit from the proposed water line extension.

Special Considerations: None.

Comments: Fifteen (15) surrounding property owner notifications were mailed January 17, 2017. At the time of this report, no responses have been received.

Staff Recommendation:

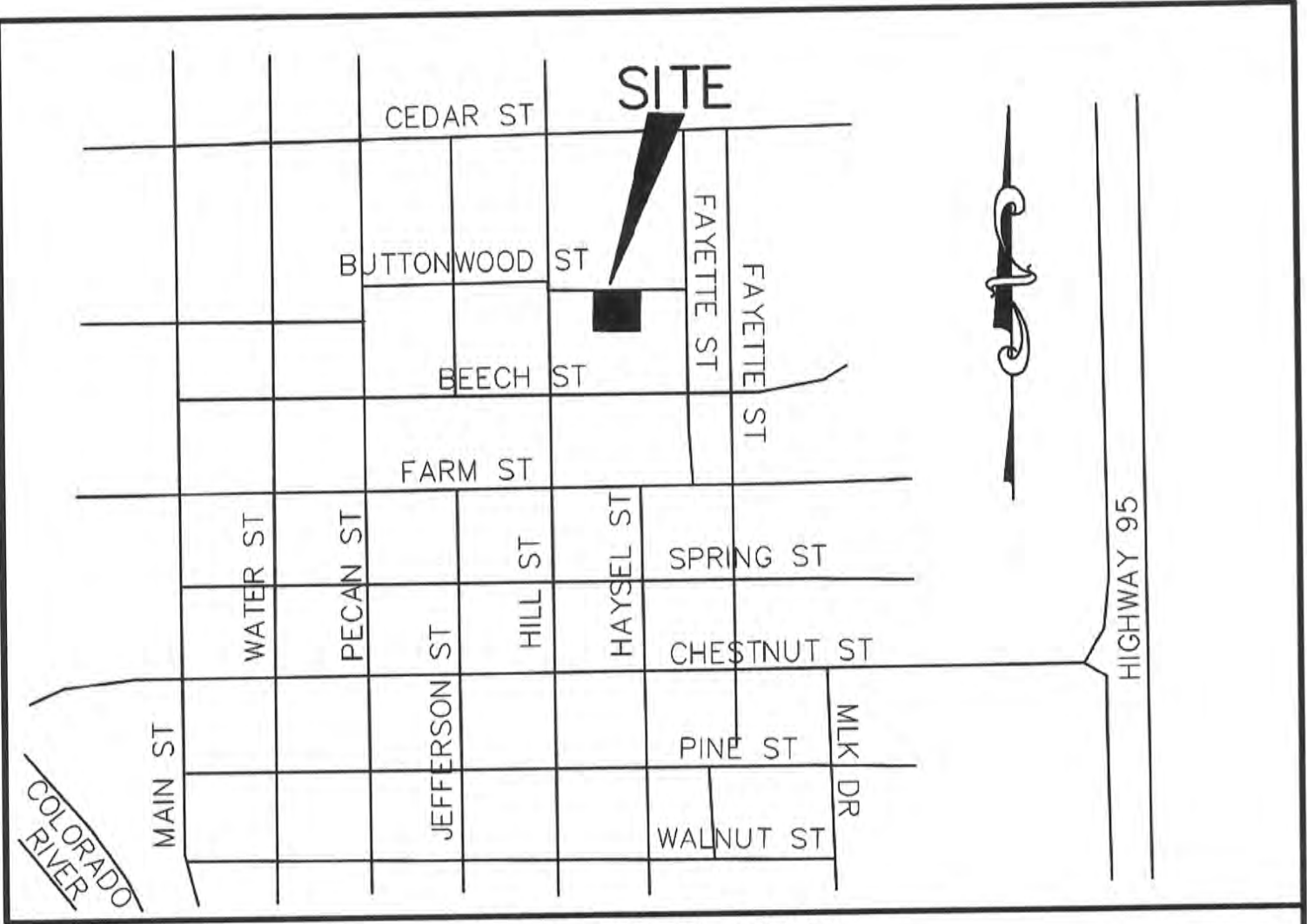
Staff recommends approval of the Final Plat and Development Agreement for the Buttonwood Subdivision.

City Contact:

Wesley Brandon, PE, Director of Planning and Engineering

Attachments:

Proposed Final Plat, Location Map, Development Agreement

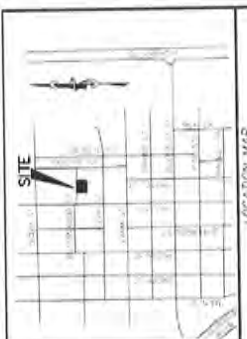


LOCATION MAP
N.T.S.

01-24-2017

LOTS 1, 2 & 3, BUTTONWOOD SUBDIVISION FINAL PLAT

BOOKMARK NOTE: 15W 47
52D N&E IN BASE OF A 15' PEKAN TREE ELEVATION = 299.1'



EMERGE, ALLIUM, TERNI, DANVERS, & BERRY DANVERS
ADDRESS: 1402 MAIN STREET, BASTROP, LOUISIANA 70022
PLAT NUMBER: 2017-000000000
OWNER: JAMES L. GARDON & ASSOC.
ADDRESS: 7808 W. 78th ST., P.O. BOX 19177, DALLAS, TEXAS 75278
TELEPHONE: (972) 492-1111



LEGEND

- 1/4" = 10' (FOR THIS PROJECT ONLY)
- 1/8" = 20' (FOR THIS PROJECT ONLY)
- 1" = 100' (FOR THIS PROJECT ONLY)
- 1/2" = 50' (FOR THIS PROJECT ONLY)
- 1/4" = 25' (FOR THIS PROJECT ONLY)
- 1/8" = 12.5' (FOR THIS PROJECT ONLY)
- 1/16" = 6.25' (FOR THIS PROJECT ONLY)
- 1/32" = 3.125' (FOR THIS PROJECT ONLY)

THE SUBDIVISION IS LOCATED IN THE CITY OF BASTROP, LOUISIANA.
CITY COUNCIL OF THE CITY OF BASTROP TEXAS: 2017 BY 40

APPROVED: _____ BY _____

APPROVED: _____ BY _____

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BOOKMARK NOTE: 15W 47
52D N&E IN BASE OF A 15' PEKAN TREE ELEVATION = 299.1'



THE SUBDIVISION IS LOCATED IN THE CITY OF BASTROP, LOUISIANA.
CITY COUNCIL OF THE CITY OF BASTROP TEXAS: 2017 BY 40

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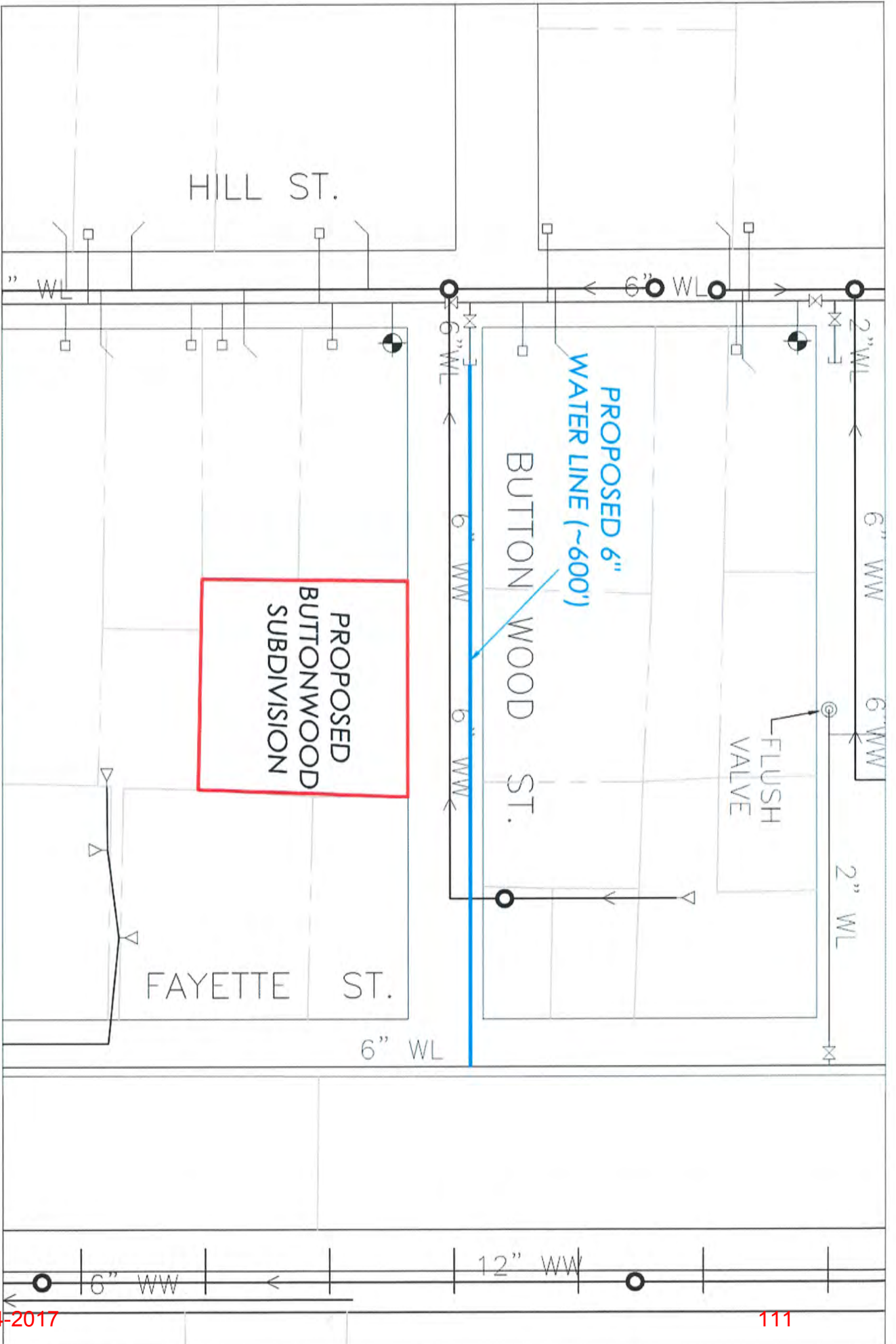


EXHIBIT
 WATER LINE LOCATION SKETCH
 (NOT TO SCALE)

1-13-2017

City of Bastrop

1209 Linden Street
Bastrop, TX 78602

COST ESTIMATE

Project No:	
Date	12/15/2016

For:

Buttonwood waterline

MATERIALS

QUANTITY	DESCRIPTION	UNIT PRICE	UNIT TYPE	AMOUNT	ACTUAL
144	Limestone base +Freight	\$16.45	Ton	\$2,368.80	
107	Pipe bedding material	\$9.00	Ton	\$963.00	
63	Asphaltic pavement type D + Freight	\$59.02	Ton	\$3,718.26	
80	gallons of tack oil	\$1.85	Gal	\$148.00	
600	C-900 waterline	\$4.24	LF	\$2,545.80	
2	6" Gate valves valves	\$394.51	ea	\$789.02	
18	Ductile iron pipe for Vave box	\$11.00	LF	\$198.00	
12	Excavation material haul-off	\$20.00	loads	\$240.00	
1	MJ X MJ 6x6 Tee	\$61.76	ea	\$61.76	
1	6" DI MJ X MJ long sleeve	\$40.03	ea	\$40.03	
2	6" 45 Mega lug	\$34.48	ea	\$68.96	
7	Mega Lugs 6" PVC	\$43.51	ea	\$304.59	
2	Valve box boot	\$33.02	ea	\$66.04	
1	.8 Mill poly wrap	\$60.00	roll	\$60.00	
2	Valve box paving ring	\$17.68	ea	\$35.36	
2	Valve box lid	\$11.70	ea	\$23.40	
2	6" x 1" tapping saddle	\$56.50	ea	\$113.00	
2	1" corporation stop	\$49.29	ea	\$98.58	
2	Curb stops	\$41.78	ea	\$83.56	
2	meter bushing nut	\$8.44	ea	\$16.88	
2	3/4 x 8.5 meter nipple	\$19.42	ea	\$38.84	
2	meter boxes	\$18.87	ea	\$37.74	
2	Meter box lids	\$11.58	ea	\$23.16	
2	Wastewater taps	\$300.00	ea	\$600.00	
1	Concrete min load fee	\$400.00		\$400.00	
				\$0.00	
SUBTOTAL				\$13,042.78	\$0.00

City of Bastrop

1209 Linden Street
Bastrop, TX 78602

COST ESTIMATE

For:

EQUIPMENT

HOURS	DESCRIPTION	COST/HR.	AMOUNT	ACTUAL
	Motor grader	\$55.00	\$0.00	
6	Steel drum roller	\$19.00	\$114.00	
8	asphalt zipper	\$105.00	\$840.00	
16	Pneumatic roller	\$33.00	\$528.00	
2	Oil distributor	\$20.00	\$40.00	
6	Dual Drum roller	\$28.00	\$168.00	
8	Laydown machine	\$70.00	\$560.00	
1	broom	\$35.00	\$35.00	
80	Bob cat/Back hoe	\$55.00	\$4,400.00	
80	Truck with tools	\$15.00	\$1,200.00	
80	foreman truck with tools	\$15.00	\$1,200.00	
1	Concrete saw	\$10.00	\$10.00	
1	Jack hammer	\$10.00	\$10.00	
SUBTOTAL			\$9,105.00	\$0.00

For:

LABOR

HOURS	DESCRIPTION	COST/HR.	AMOUNT	ACTUAL
80	Foreman	\$18.02	\$1,441.60	
80	Equipment Operator	\$17.00	\$1,360.00	
80	Maintenance worker II	\$12.00	\$960.00	
80	Maintenance worker II	\$12.00	\$960.00	
80	Equipment operator	\$12.00	\$960.00	
80	Equipment Operator	\$13.00	\$1,040.00	
80	Equipment Operator	\$20.00	\$1,600.00	
80	Equipment Operator	\$17.00	\$1,360.00	
80	Equipment Operator	\$13.00	\$1,040.00	
			\$0.00	
			\$0.00	
SUBTOTAL			\$10,721.60	\$0.00

Material Total	\$13,042.78	\$0.00
Equipment Total	\$9,105.00	\$0.00
Labor Total	\$10,721.60	\$0.00
TOTAL	\$32,869.38	\$0.00

**CONTRIBUTOR AGREEMENT
CITY of BASTROP, TEXAS
AND

APPLICANT _____
FOR
A joint development agreement**

THIS AGREEMENT, entered into this ____ day of _____, 20 ____ by and between City of Bastrop (herein called the "City") and William & Robbie Sanders (herein called the "Applicant").

WHEREAS, the "Applicant" owns property within the area of the city that is regulated by the city proposes to subdivide a 0.611-acre lot known as, **Farm Lot, BLOCK 19 East of Main street** (R31613) also known as 1203 Buttonwood Street Bastrop TX.

WHEREAS, the Applicant wishes to engage the City to assist the Applicant with the infrastructure required by the applicant for the development and subdivision of said lot.

WHEREAS, it has been determined that the proposed work will improve the city's water system and reduce or prevent dead-end waterlines, thereby improving water quality.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the execution of this agreement and the escrow of the required project funding by the applicant;

I. PURPOSE OF THE AGREEMENT

This agreement is made between the applicant and the city to accomplish water infrastructure installation and set forth how the cost will be allocated to each party.

Infill development is the process of developing vacant or under-used parcels within existing urban areas that are already largely developed. Most communities have significant vacant land within city limits, which, for various reasons, has been passed over in the normal course of urbanization. Ideally, infill development involves more than the piecemeal development of individual lots. Instead, a successful infill development program should focus on the job of crafting complete, well-functioning neighborhoods.

Attention to design of infill development is essential to ensure that the new development fits the existing context, and gains neighborhood acceptance. A cooperative partnership between government, the development community, financial institutions, non-profit organizations, neighborhood organizations and other resources is essential to achieve infill success. In the long view, the public and private costs of continuing to favor sprawl development patterns will far exceed the resources needed now to facilitate infill development.

II. SCOPE OF SERVICE

A. Activities

The city agrees to the following:

Exhibit A

Install approximately 600 feet of new poly vinyl chloride C-900 6" water line from Main Street to Fayette Street, install two six-inch gate valves, relocate existing taps to the new water line, and install new taps for the newly subdivided lots. The tap and impact fees will be assessed at the time of platting and must be paid prior to the issuance of any permit. The cost of all material will be at the expense of the applicant and the city will provide the labor and equipment necessary to perform the work related to the water line installation.

Project Delivery

Activity #1 Develop a material list and cost associated with work to be performed.

Activity #2 Develop a project schedule, locate existing utilities including water, sewer, electric, and gas, etc....

Activity #3 install 6" water line, isolation valves, install two taps for service connection, disinfect water main, pressure test, and backfill line in accordance with city construction standards.

B. Project schedule

The city will communicate the construction schedule once all fees have been paid.

The applicant agrees to the following:

Pay for the cost of materials including but not limited to pipe, fittings, bedding material, backfill if needed, and necessary street repairs the amount of \$ 13042.78 as indicated in Exhibit (B)

III. Funds committed by applicant

The City may request the required expense owed the applicant be placed in an escrow account for the city to draw upon receiving the materials prior to construction.

SPECIAL CONDITIONS

[None]

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Exhibit A

VI. WAIVER

The Applicant's failure to act with respect to a breach by the City does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the City and Applicant supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Applicant and the City with respect to this agreement. By way of signing this agreement, the Applicant bound to perform the agreement Any amendment to this agreement must receive prior approval by Bastrop City Council.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Bastrop

[Applicant]

By _____ By _____

City Manager

Owner/Developer

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 1.17.2017

MEETING DATE: 1.24.2017

1. Agenda Item: **CONSIDERATION AND POSSIBLE ACTION FOR THE APPROVAL OF A POLICY THAT PROVIDES CRITERIA FOR INFILL DEVELOPMENT WITHIN DESIGNATED AREAS OF THE CITY OF BASTROP.**

2. Party Making Request: **DIRECTOR OF PW, PARKS, & UTILITIES- TREY JOB**

3. Attachments: Yes X No



Infill policy

1. Purpose

To establish a decision making process and criteria for installation; of new utilities will improve the water or waste water system and encourage development of small tracts of land to enhance existing neighborhoods. The Infill policy is intended to:

- a. Promote contiguous growth, and improve existing water or waste water facilities.
- b. Promote residential single family development.
- c. Establish neighborhood utility standards with appropriate infill.
- d. Ensure that minimum subdivision requirements are being met in accordance with city ordinance, and without impacting the current customer rates.

2. Roles and Responsibilities

1) Utility Director

- a) Will review the required improvements and develop a cost estimate.
- b) Develop a contributor's agreement that describes the cost to the developer, the location of the required improvements, and submit to the city engineer to review as part of the final plat.
- c) Be responsible for determining the resources needed and establishing a schedule for the improvements.
- d) Prioritize the improvements and determine the feasibility of the project, so as not to adversely affect the daily work schedule

2) City Manager and City Engineer

- a) The city engineer will review the agreement for any deficiencies and communicate the needs to the developer and the utility director.
- b) The city engineer will submit the final agreement to the city manager for approval.
- c) The city engineer shall submit the agreement to the city council for approval as part of the final plat of the property that is being proposed for infill development.

3. Purchase of Materials

Material will not be purchased until all fees have been paid or placed in an escrow account by the developer

4. Infill partnership agreement criteria shall be as follows:

- a) It will improve the existing water or waste water facilities, and promote contiguous growth
- a) Improve fire flow and safety
- b) Be residential development or conform with the surrounding neighborhood.
- c) Property is being platted or re-platted into two or more lots but no more than five lots.
- d) Ties into two existing water utility mains to create a looped system.
- e) Line length will not exceed 1,000 linear feet.

DRAFT 1.17.17

EXHIBIT A

Contributors agreement

**CONTRIBUTOR AGREEMENT
CITY of BASTROP, TEXAS
AND

APPLICANT _____
FOR
A joint development agreement**

THIS AGREEMENT, entered into this ____ day of _____, 20____ by and between City of Bastrop (herein called the "City") _____ (herein called the "Applicant").

WHEREAS, the "Applicant" owns property within the area of the city that is regulated by the city proposes to subdivide a ____-acre lot known as Legal description, (R00000) also known as _____ street Bastrop TX.

WHEREAS, the Applicant wishes to engage the City to assist the Applicant with the infrastructure required by the applicant for the development and subdivision of said lot.

WHEREAS, it has been determined that the proposed work will improve the city's water system and reduce or prevent dead-end waterlines, thereby improving water quality.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the execution of this agreement and the escrow of the required project funding by the applicant;

I. PURPOSE OF THE AGREEMENT

This agreement is made between the applicant and the city to accomplish water infrastructure installation and set forth how the cost will be allocated to each party.

Infill development is the process of developing vacant or under-used parcels within existing urban areas that are already largely developed. Most communities have significant vacant land within city limits, which, for various reasons, has been passed over in the normal course of urbanization. Ideally, infill development involves more than the piecemeal development of individual lots. Instead, a successful infill development program should focus on the job of crafting complete, well-functioning neighborhoods.

Attention to design of infill development is essential to ensure that the new development fits the existing context, and gains neighborhood acceptance. A cooperative partnership between government, the development community, financial institutions, non-profit organizations, neighborhood organizations and other resources is essential to achieve infill success. In the long view, the public and private costs of continuing to favor sprawl development patterns will far exceed the resources needed now to facilitate infill development.

II. SCOPE OF SERVICE

A. Activities

The city agrees to the following:

Exhibit A (Example)

Install approximately _____ feet of new _____ water line from _____ Street to _____ Street, install two six-inch gate valves, 1 additional fire hydrant, relocate existing taps to the new water line, and install new taps for the newly subdivided lots. The tap and impact fees will be assessed at the time of platting and must be paid prior to the issuance of any permit. The cost of all material will be at the expense of the applicant and the city will provide the labor and equipment necessary to perform the work related to the water line installation.

Project Delivery

Activity #1 Develop a material list and cost associated with work to be performed.

Activity #2 Develop a project schedule, locate existing utilities including water, sewer, electric, and gas, etc....

Activity #3 install 6" water line, isolation valves, install two taps for service connection, disinfect water main, pressure test, and backfill line in accordance with city construction standards.

B. Project schedule

The city will communicate the construction schedule once all fees have been paid.

The applicant agrees to the following:

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III. Funds committed by applicant

The City may request the required expense owed the applicant be placed in an escrow account for the city to draw upon receiving the materials prior to construction.

SPECIAL CONDITIONS

[None]

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

Exhibit A (Example)

The Applicant's failure to act with respect to a breach by the City does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the City and Applicant supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Applicant and the City with respect to this agreement. By way of signing this agreement, the Applicant bound to perform the agreement Any amendment to this agreement must receive prior approval by Bastrop City Council.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Bastrop

[Applicant]

By _____ By _____

City Manager

Owner/Developer

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/17/17

MEETING DATE: 01/24/17

1. Agenda Item: **Consideration, discussion and possible action by the City Council for approval and adoption of the Resolution adding Texas Term, a Local Government Investment Pool, thus creating a program for diversification of the City of Bastrop's investments in accordance with the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. and the City of Bastrop's Investment Policy.**

2. Party Making Request: **Tracy Waldron, Chief Financial Officer**

3. Nature of Request: The city has been paying approximately \$9,000 each year for a required arbitrage calculation. This pool will allow us to keep our bond funds in the pool and receive the required calculations annually at no charge to the City.

4. Attachments: Yes X No _____

5. Motion Requested: Motion to approve Texas Term as an additional investment pool.

RESOLUTION NO. R-2017 - 02

A RESOLUTION ADDING TEXAS TERM, A LOCAL INVESTMENT POOL, THUS CREATING A PROGRAM FOR DIVERSIFICATION OF THE CITY OF BASTROP'S INVESTMENTS.

WHEREAS, the City of Bastrop is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds and

WHEREAS it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principle, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Term Local Government Investment Pool, a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principle, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

- A. That the City of Bastrop shall enter into a Participation Agreement to establish an account in its name in Texas Term, for the purpose of transmitting local funds for investment in Texas Term.
- B. The City of Bastrop shall designate one or more individuals to act as "Authorized Representatives" of the City, to transmit funds for investment in the Pool and to withdraw funds from the Pool, to issue letters of instruction, and take such other actions deemed necessary or appropriate for the investment of local funds.
- C. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Bastrop, and until Texas Term receives a copy of any such amendment or revocation.

Resolved, that this Resolution shall take effect and be in full force and effect upon and after its passage.

READ and APPROVED on First Reading on the 24th day of January, 2017.

APPROVED:

ATTEST:

Ken Kesselus
Mayor

Ann Franklin
City Secretary

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/17/17

MEETING DATE: 01/24/17

1. Agenda Item: **Consideration, discussion and possible action on a recommendation by the Fairview Cemetery Advisory Board that the City Council either Grant or Deny a variance request to allow for the cemetery plot(s) legally described as being (A) Block 8, Row N, Lots 16-18 (3 spaces) or (B) only Block 8, Row N, Lot 16, to have fencing erected around the perimeter of the plot(s) as prohibited in CHAPTER 15, "FAIRVIEW CEMETERY", Code of Ordinance of the City of Bastrop, Texas, Section 15.01.15 (a) "Prohibited Activities".**

2. Party Making Request: **Tracy Waldron, Chief Financial Officer**

3. Nature of Request: Ms. Irma Carbajal has requested a variance to place fencing around either all three plots she owns, or only the plot where her son is interred. Ms. Carbajal has provided photos of similar fencing with two options of either enclosing concrete curbing or concrete only at fence post corners. The fence would be constructed of metal and be a height of 3'. The fence would be installed by a contractor. They indicate they will maintain the inside area themselves.

The Fairview Cemetery Board met on 1/11/17 and recommended approval of the variance with the requirements stated.

4. Attachments: Yes X No _____

5. Motion Requested: Motion to approve variance as requested with the following requirements: Fencing must be around all three plots, curbing must be installed, fencing must be metal, fencing finials must not be sharp or pointed, there must be a gate installed for access to the plots.

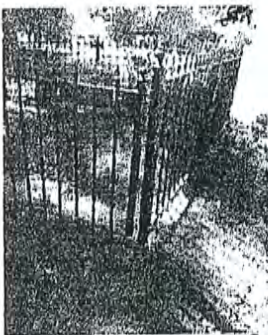
Dear chairman,

This letter is written to provide a typewritten statement as to the nature and intent of the variance being requested by Irma Carbajal. The variance request has been approved by the rightful owner of the Lots, Edgar Alviter. He is aware of this and supports Irma Carbajal's wish to request the variance to be done for all three lots or at least for her son's grave site. Reason Irma Carbajal is bringing forward this request to the board is so that Irma Carbajal can preserve her son's grave site intact. To make sure that no one steps over his grave site. Irma's request is solely out of respect for her son.

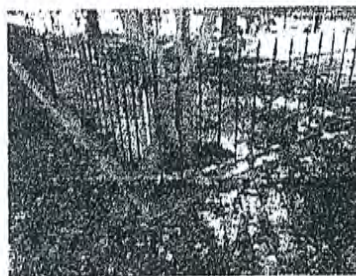
- I. The lots Irma is asking this request for are: Block 8, Row N, Lots 16-18, or Lot 16 only.
- II. The material for the fence would be metal. The size of the metal fence being requested would be (3ft) in height.
- III. All work will be done by a self-employed contractor. He will mix all concrete material and prepare the material in the streets of the Fairview cemetery as requested in the cemetery ordinance under section. 15.16 appendix (c).
- IV. The work will be completed in two weeks.

Irma Carbajal wants to do a variance similar to the ones already found at fair view cemetery. As shown below in picture (A) only the corner of the metal fence has the cement block. Shown in picture (B) the cement block is found surrounding the whole grave site. If the board approves the request Mrs. Carbajal is willing to do either or as shown on the pictures below as for the cement. If the board suggests that the corner is enough to secure the metal fence her contractor is more than able to complete this job. If the board approves the making of the whole cement Square block as shown in picture (B) her contractor will also be able to complete the job. Most important thing to Irma Carbajal is to be approved to put up a metal fence. Mrs. Carbajal's request is for the metal fence to be put up for her son's site or if possible to the whole lots purchased. The metal fence will help preserve the grave site plus all maintenance conservation of the site and fence will be done by Mrs. Carbajal and family. Including the inside and outside of metal fence. Maintenance includes keeping the grass cut, the corners of the fence cut, plus pickup up any litter stuck on the fence by the wind gust.

(A)



(B)




Color photos follow

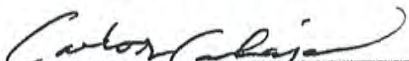
As stated before Edgar Alviter has agreed to Irma's request to fence the grave sites. Edgar is the owner of the purchased lots as well as her older son Carlos Carbajal. For any question feel free to contact them. Irma's request will have no negative impact on the surrounding sites. If you have any further question Irma Carbajal will be attending the meeting scheduled for October 19th. To answer any question regarding this request.

Thank you for your consideration of this request.

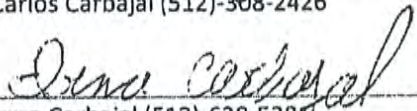
Sincerely,



Edgar Alviter (512)-762-3769



Carlos Carbajal (512)-308-2426



Irma Carbajal (512)-638-5384



01-24-2017

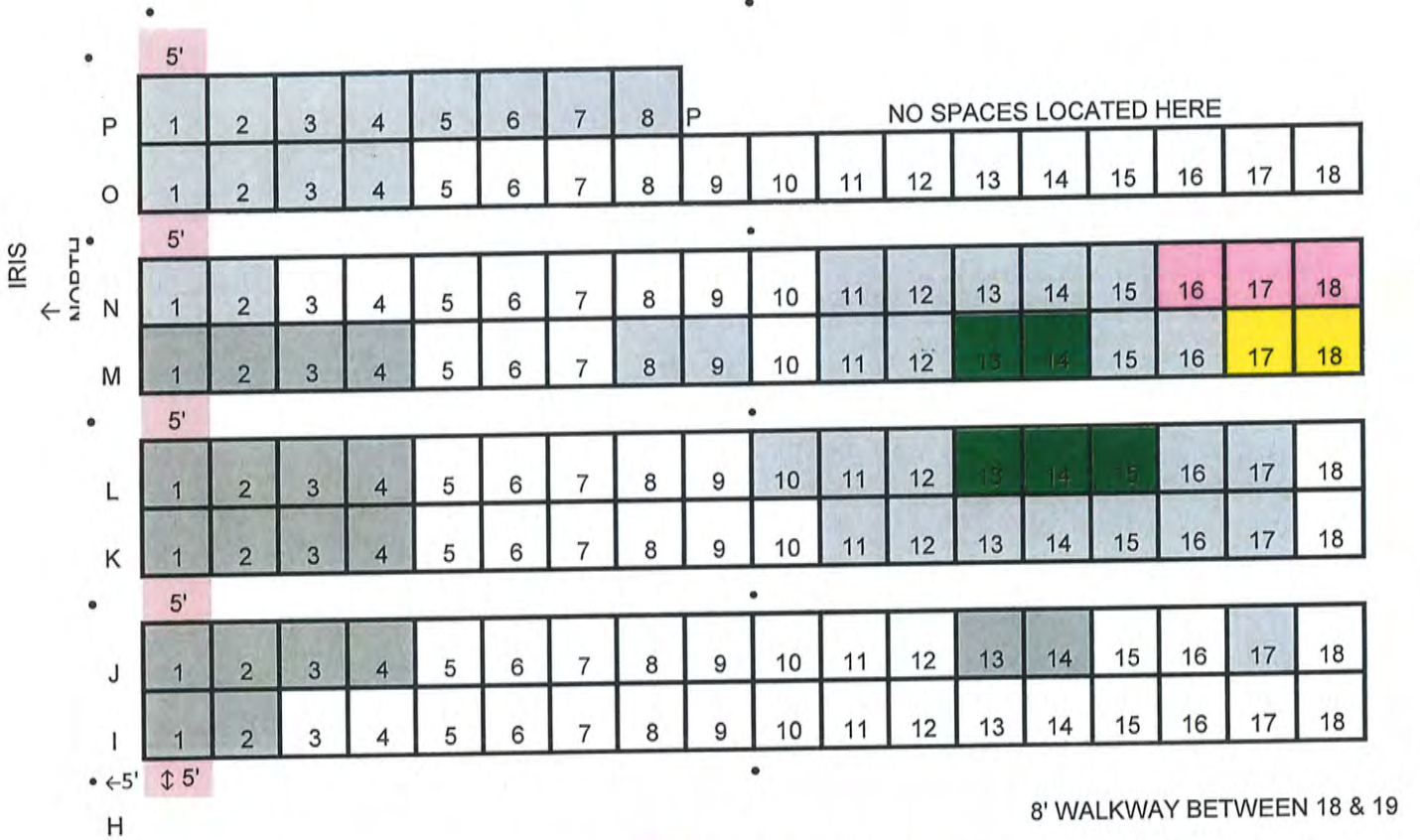
128



BLOCK 8, ROWS I-P, LOTS 1-18

SUNFLOWER
EAST ↑

ROW



HOLD FOR IRMA CARBAJAL TILL 10/5/16

5' X 11' LOTS

MARIGOLD
WEST ↓



Variance Spaces

- (f) *Grave depth.* Grave depth shall be in compliance with state law.
- (g) *Grave backfilling.* All graves shall be backfilled and force settled by hydraulics or mechanical means to the satisfaction of the city staff overseeing the burial.
- (h) *Grade level.* All graves shall be maintained at the same level as the surface of the ground surrounding the plot. Under no circumstances, shall a grave mound be permitted to remain after a grave has settled.
- (i) *Hand digging.* The hand/shovel excavation of a grave is prohibited in the Fairview Cemetery, except for cremation sites with an interment permit. This prohibition may be waived at the sole discretion the City Manager should extenuating circumstances arise.

(Ord. No. 2009-31, 10-27-09; Ord. No. 2010-27, pt. 1, § 15.13, 10-26-10)

Sec. 15.01.014 - Right of first refusal.

No sale, transfer or assignment of title of any plot in the Fairview Cemetery shall be valid without the written consent of the city. All cemetery deeds for plots sold by the city in the cemetery shall provide the city with the "right of first refusal" which permits the city to repurchase the plot in the event the owner of a burial site wishes to divest his/her interest. The plot may be repurchased by the city in the amount the plot was originally sold to the owner. If no records exist to evident the original price paid, the city may repurchase the plot for the percent to be determined of the current existing plot price.

Sec. 15.01.015 - Prohibited activities.

- (a) Construction or reconstruction, including, but not limited to fencing, trellises, coping, or other enclosures, whether of vegetation or other matter, is prohibited around any plot within the Fairview Cemetery, except, however, as of the effective date of this article, nonconforming, permanently installed fencing, coping, trellises or enclosures of any kind may remain 'as is.' In the event the nonconforming improvement is removed or damaged, the improvement will be removed without a replacement permitted. This section shall not apply to fencing or other improvement that, at the discretion of the City Council, is historical in nature and replacement or repairs can be made safe and in a manner that preserves the original historical design or integrity of the grave site.
- (b) As of the date of this article, curbing is permitted in all areas of the Fairview Cemetery where lots are available for purchase after the obtainment of the required construction permit from the city through an application to the finance director, and shall comply with all city and cemetery construction rules, specifications and requirements. Curbing shall not be permitted, however, in any area of the cemetery not currently open for sale. This includes block 8, as well as any additional blocks established after the effective date of this article.
- (c) No party shall enlarge, reduce, replat or change the boundaries or grade of the cemetery or the location of any roads, drives, walks, parkways, or gardens, which shall be the exclusive right of the city. All grading, landscaping, planting, trimming, and cutting of trees and other vegetation shall be the sole responsibility of the city.
- (d) No maintenance, decoration or preparation of any kind shall be permitted on a burial site until the city has received payment in full for the plot.
- (e) No granite, brick, stone, wood, concrete, cornerstones or any kind of artificial walkways or walks are permitted on or adjoining plots in the Fairview Cemetery, except those existing prior to the passing of this article or installed by the city.
- (f) No graves in the Fairview Cemetery shall be covered with a concrete slab or other type of slab or covering.
- (g) Digging for the placement of potted plants, baskets or other items is strictly prohibited.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 1/17/17

MEETING DATE: 1/24/17

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending December 31, 2016.**

2. Party Making Request: Tracy Waldron, Chief Financial Officer

3. Nature of Request:

Provide City Council monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

4. Attachments: Yes X No

5. Motion Requested: Motion to accept the unaudited monthly financial report for period ending December 31, 2016.

CITY OF BASTROP, TEXAS

MONTHLY FINANCIAL REPORT FOR PERIOD ENDING Dec. 31, 2016



Highlights for this reporting period as of Dec. 31, 2016

General Fund:

- City Economic Development Incentives:

<u>Agreement with</u>	<u>Effective Date</u>	<u>Original Amount</u>	<u>Remaining Balance YTD</u>
Schulman Theaters	March 7, 2012	\$200,000 or 7 Years	\$70,230
Bastrop Retail Partners (Burleson Crossing)	August 30, 2007	\$7,370,694 or 15 Years	\$3,358,150

Legal fees by Attorney/Category

AS OF DEC. 31, 2016

FIRM	CASE	FY14-15	FY15-16	FY16-17
JC BROWN				
	General Legal	\$ 335,518	\$ 279,242	\$ -
	Water permit	\$ 16,698	\$ 39,856	\$ -
	Vandiver	\$ 10,356	\$ 9,275	\$ -
BUNDREN				
	Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ -
	Vandiver	\$ 3,393	\$ 79,951	\$ -
	Aqua CCN	\$ 13,005	\$ 21,735	\$ -
	Red Light Camera Sui	\$ 5,822	\$ 60,279	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 61,015	\$ 482,815	\$ 21,165
DAVID BRAGGS				
	General legal	\$ -	\$ 8,603	\$ 7,963
	Vandiver	\$ -	\$ -	\$ 3,540
	Water Permit	\$ -	\$ -	\$ 920
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Sui	\$ -	\$ 1,246	\$ 256
Total Legal		\$ 535,544	\$ 1,683,801	\$ 33,844

Row Labels	Sum of FY14-15	Sum of FY15-16	Sum of FY16-17
Aqua CCN	\$ 13,005	\$ 21,735	\$ -
General Legal	\$ 335,518	\$ 287,845	\$ 7,963
Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ -
Red Light Camera Suit	\$ 5,822	\$ 61,525	\$ 256
Vandiver	\$ 13,749	\$ 89,226	\$ 3,540
Water permit	\$ 77,713	\$ 522,671	\$ 22,085
Grand Total	\$ 535,544	\$ 1,683,801	\$ 33,844

CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
 AS OF DEC. 31, 2016

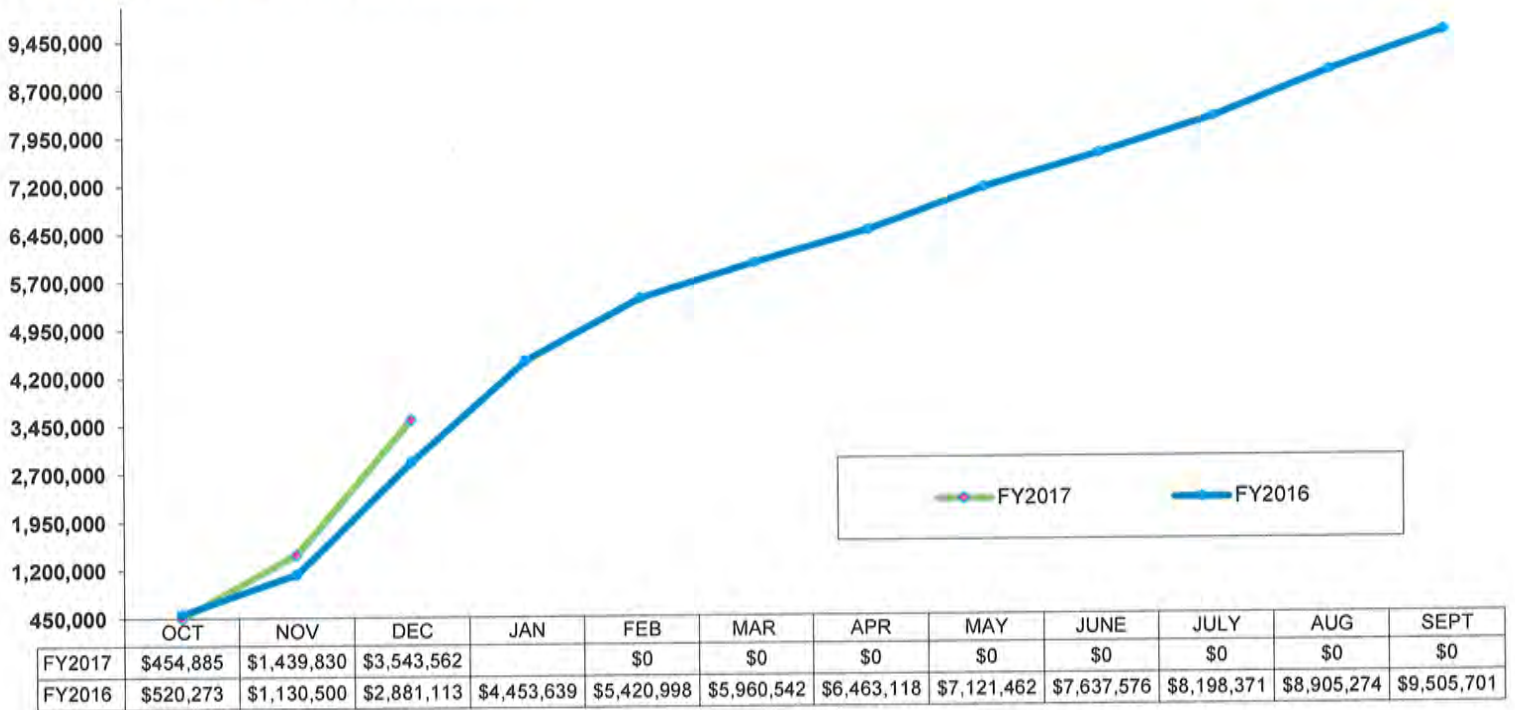
Fiscal year 2017 is 3 month or 25% completed

	FY 16-17 Budget*	FY 16-17 YTD Actual	% of Budget
Revenues			
General Fund	\$ 10,297,361	\$ 3,543,562	34.4%
W/WW Fund	\$ 4,526,200	\$ 1,239,360	27.4%
Electric Fund	\$ 6,999,250	\$ 1,647,412	23.5%
Hotel Motel Fund	\$ 2,882,000	\$ 717,132	24.9%
Expenditures			
General Fund	\$ 11,443,257	\$ 2,130,891	18.6%
W/WW Fund	\$ 5,652,292	\$ 982,730	17.4%
Electric Fund	\$ 7,546,181	\$ 1,474,802	19.5%
Hotel Motel Fund	\$ 1,774,742	\$ 451,655	25.5%

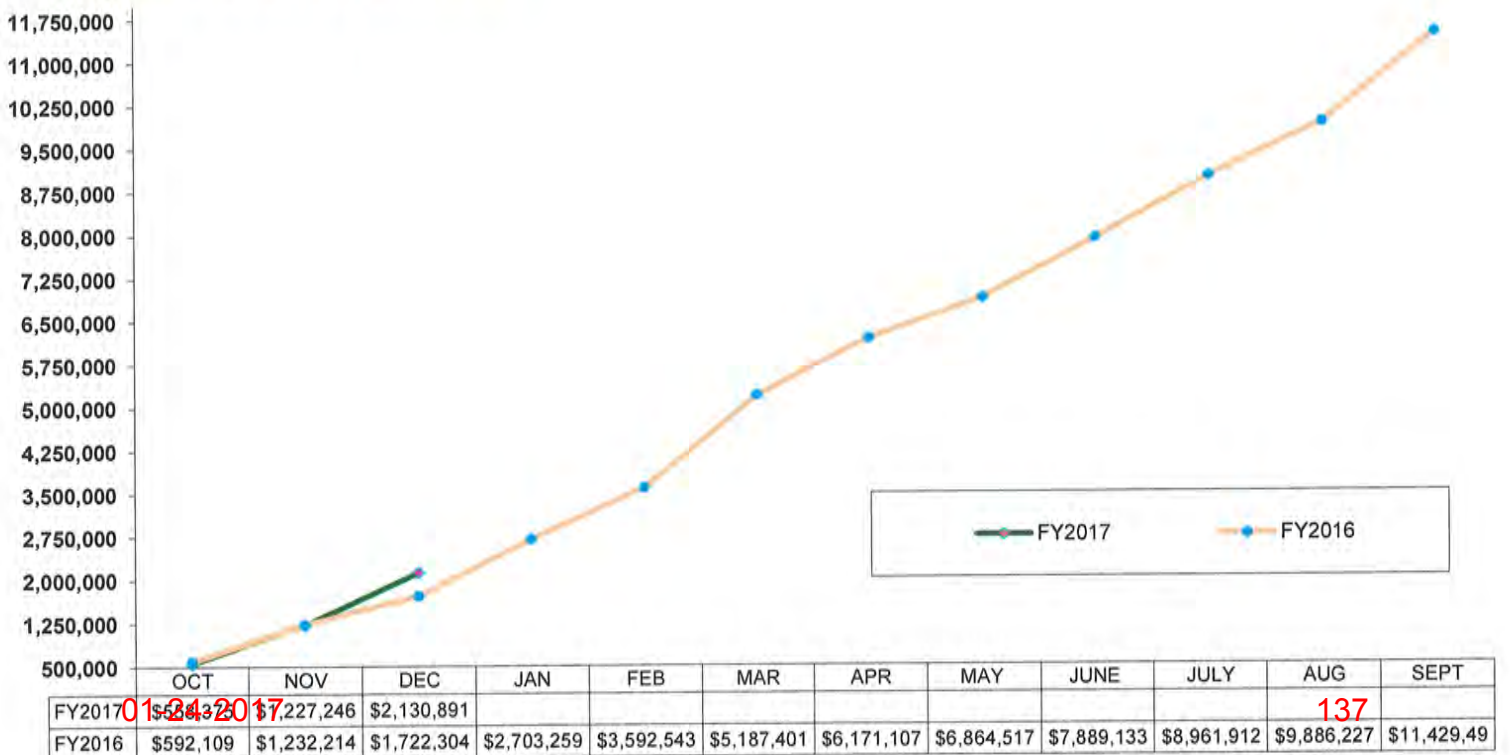
* Budget amounts reflect any budget **amendments** approved by Council during the Fiscal Year

GENERAL FUND REVENUE & EXPENDITURES AS OF DEC 31, 2016

FY 2016 & 2017 Revenues



FY 2016 & 2017 Expenditures

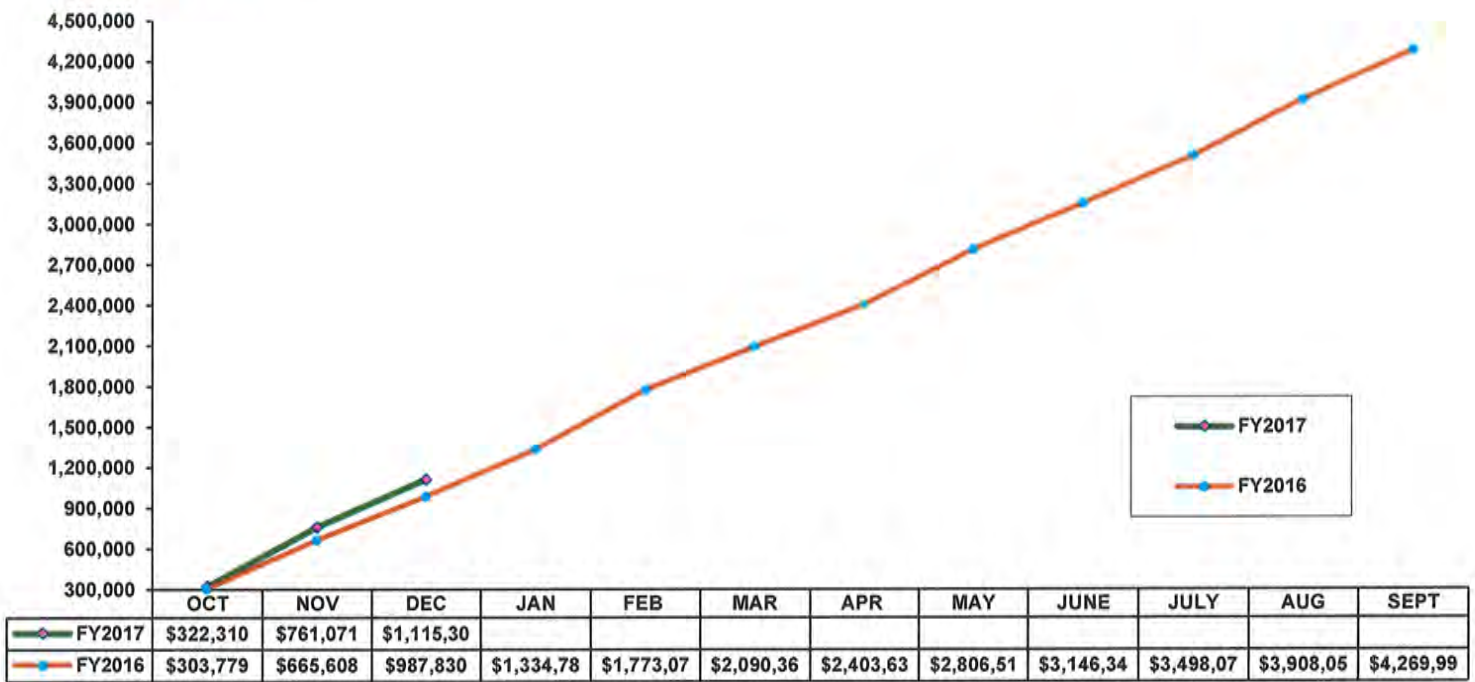


GENERAL FUND REVENUE

AS OF DEC. 31, 2016

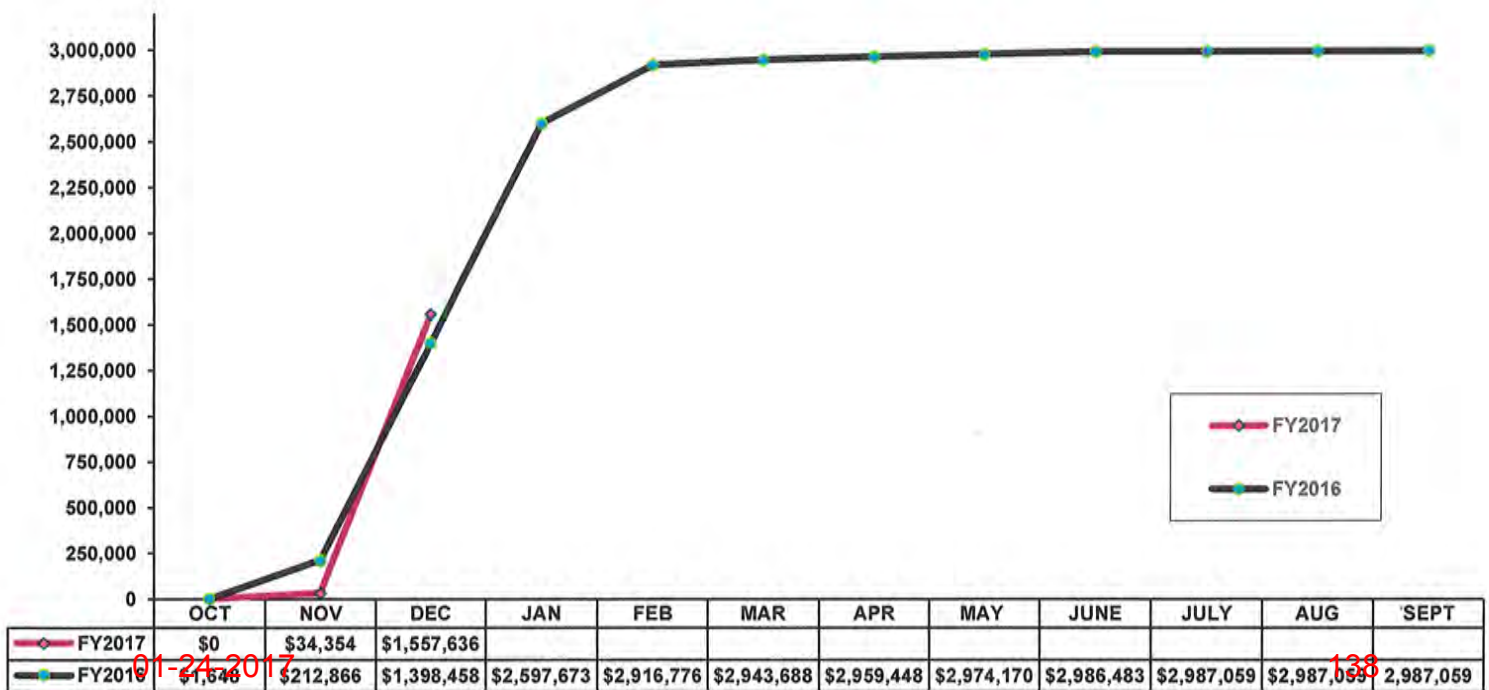
FY2017 Budgeted \$4,456,850

Sales Tax



Ad Valorem Taxes

FY2017 Budget \$3,131,361

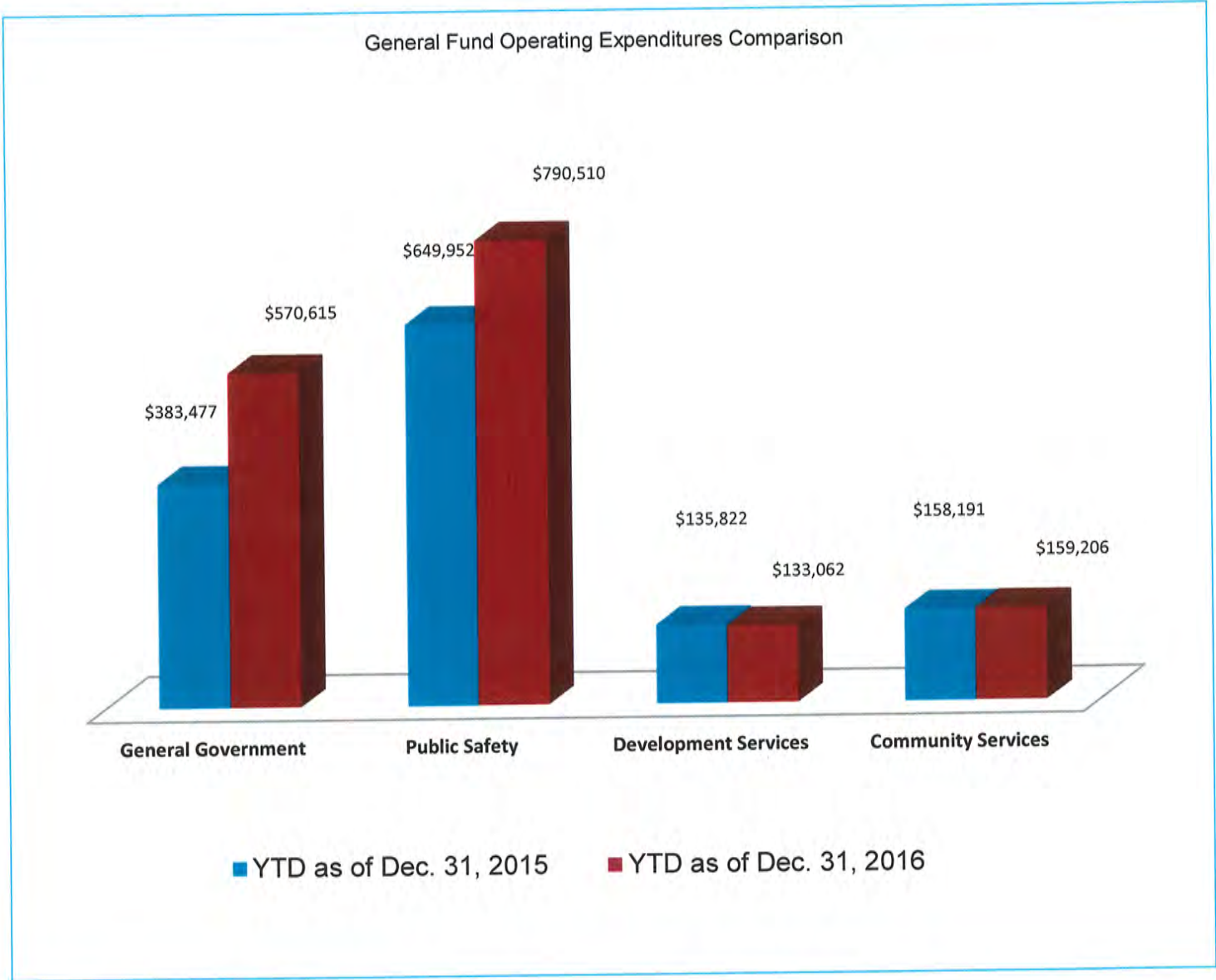


01-24-2017

138

GENERAL FUND EXPENDITURES

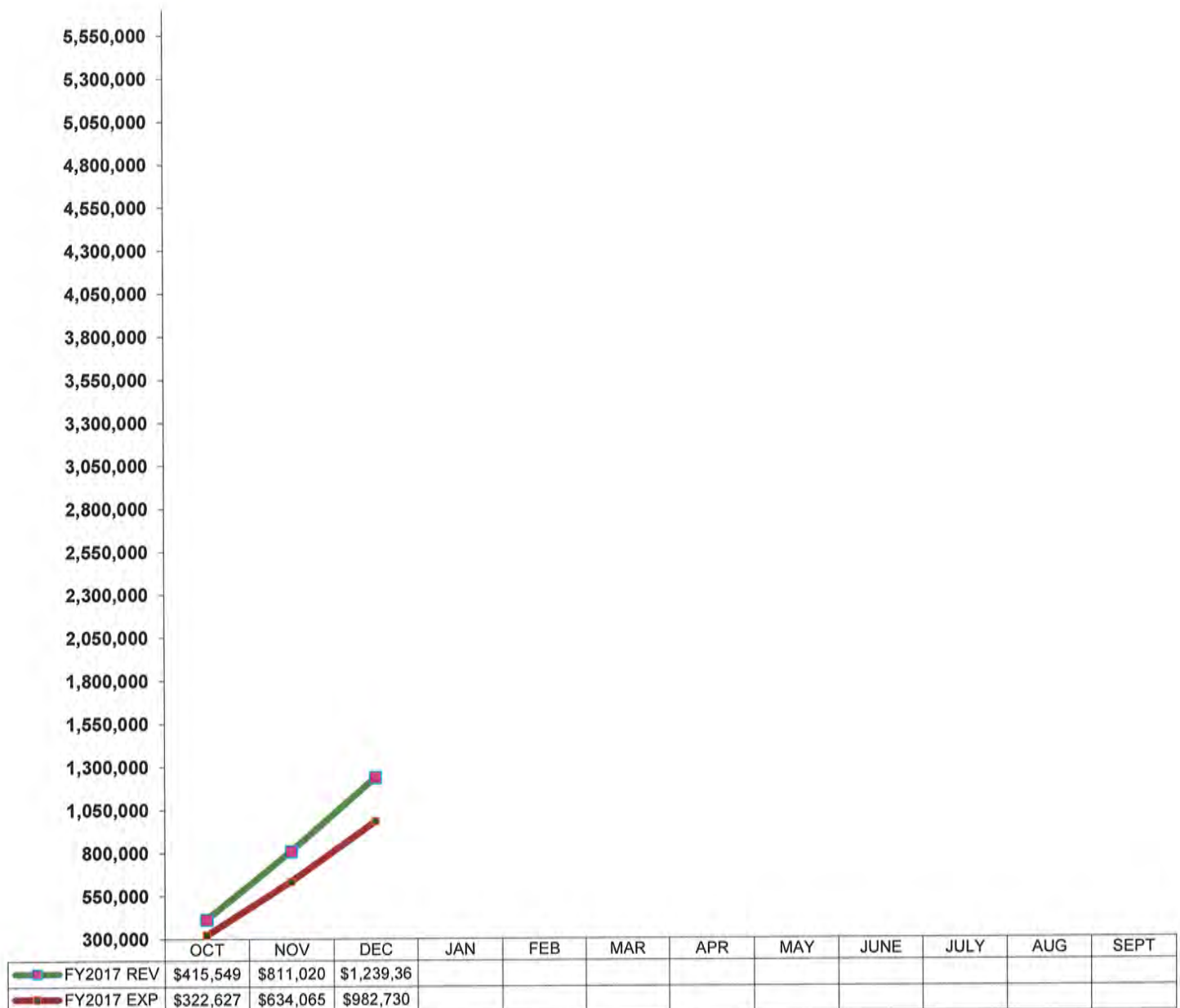
AS OF DEC. 31, 2016



- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development Services includes the Planning Department
- Community Services includes Recreation, Parks, and Library

WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF DEC. 31, 2016

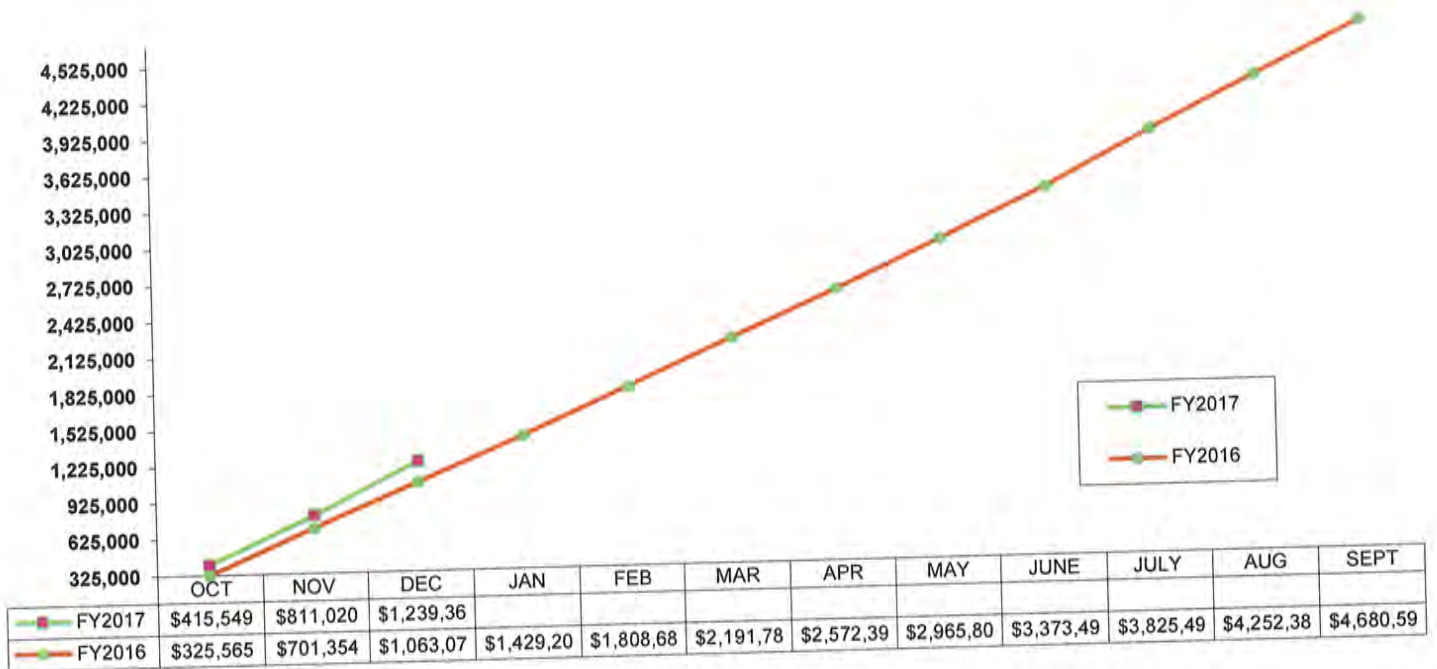
- ❖ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of Dec. 31, 2016 are \$1,239,360 or 27.4% of the budgeted amount



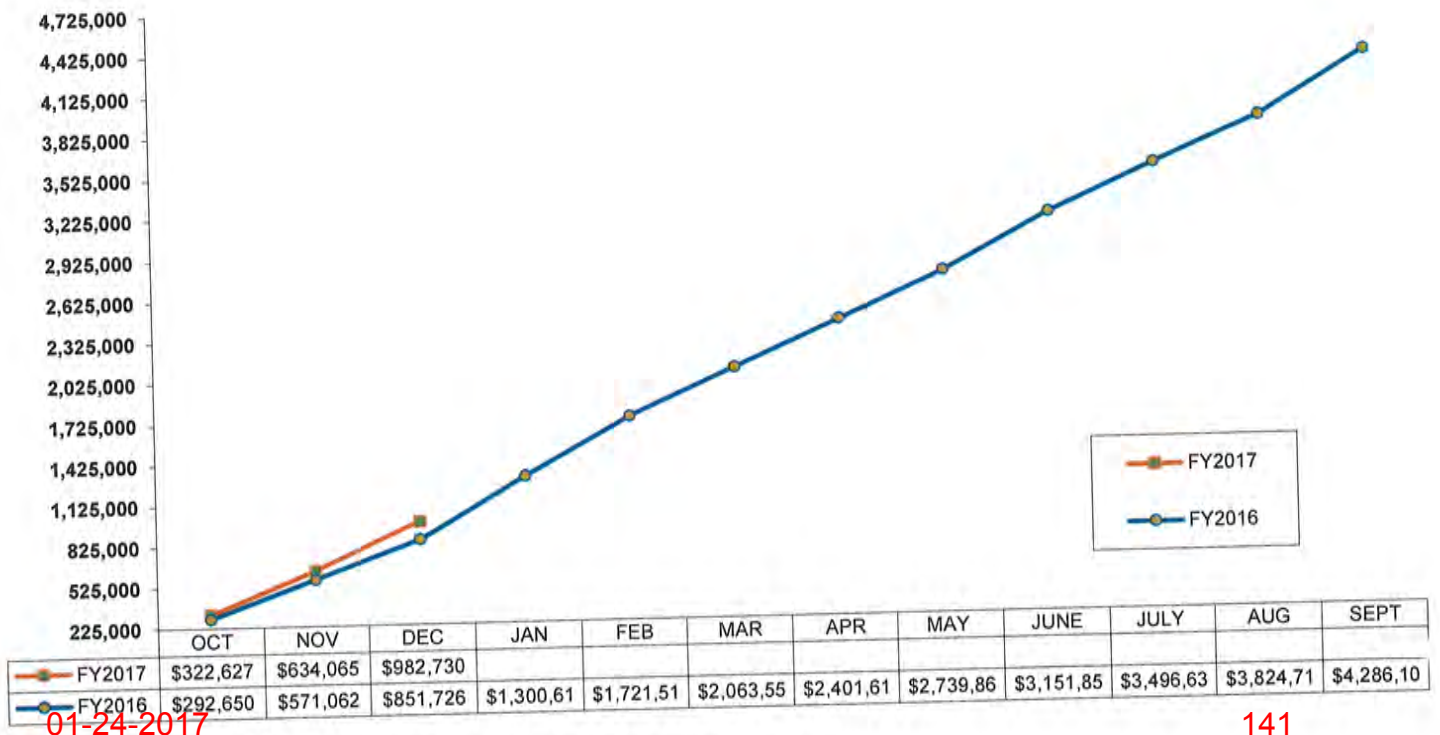
WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF DEC. 31, 2016

FY 2016 & 2017 Revenues



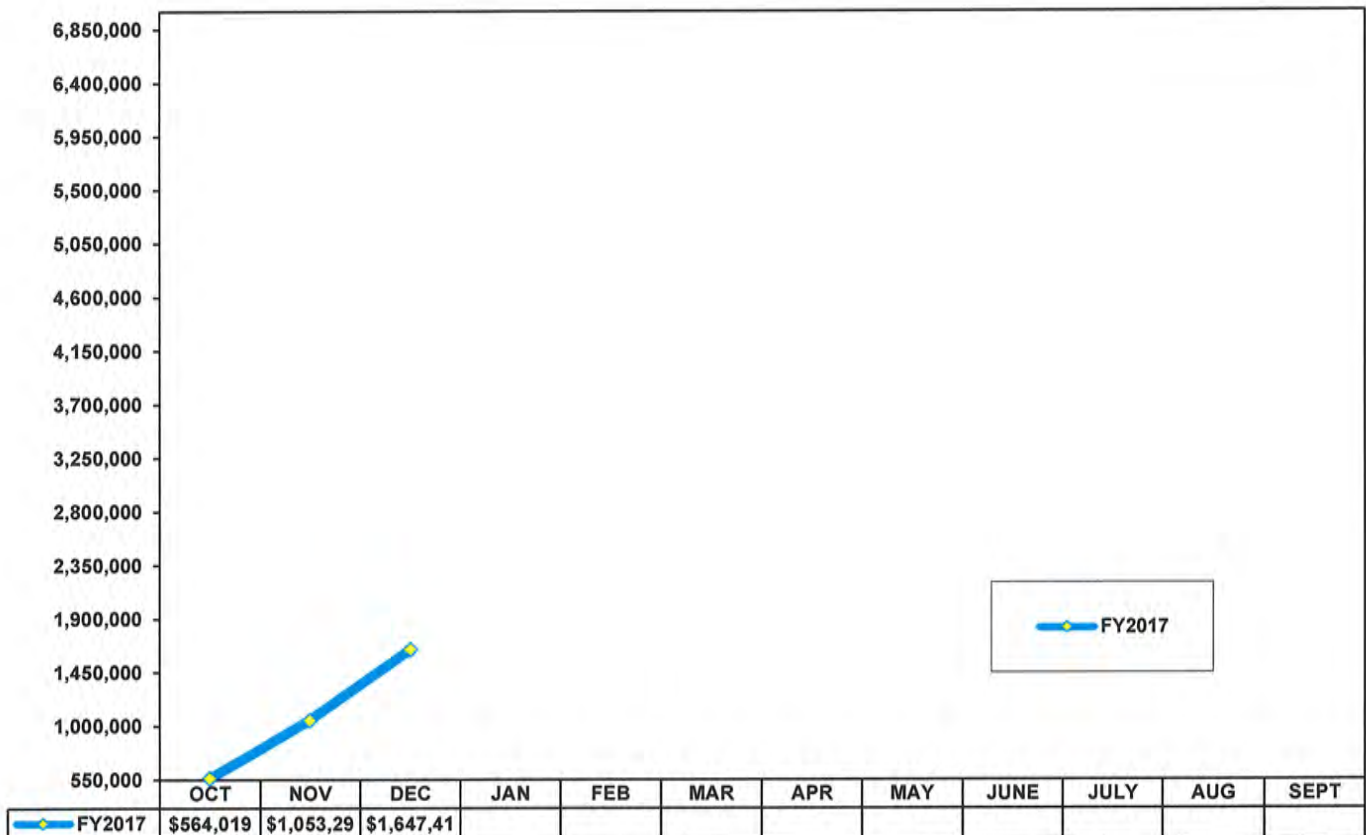
FY 2016 & 2017 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE

AS OF DEC. 31, 2016

- ❖ Electric Fund Revenues Year-to-date (YTD) as of Dec. 31, 2016 are \$1,647,412 or 23.5% of the FY2017 adopted budget.



HOTEL MOTEL TAX REVENUE FUND

REVENUE AND EXPENDITURES

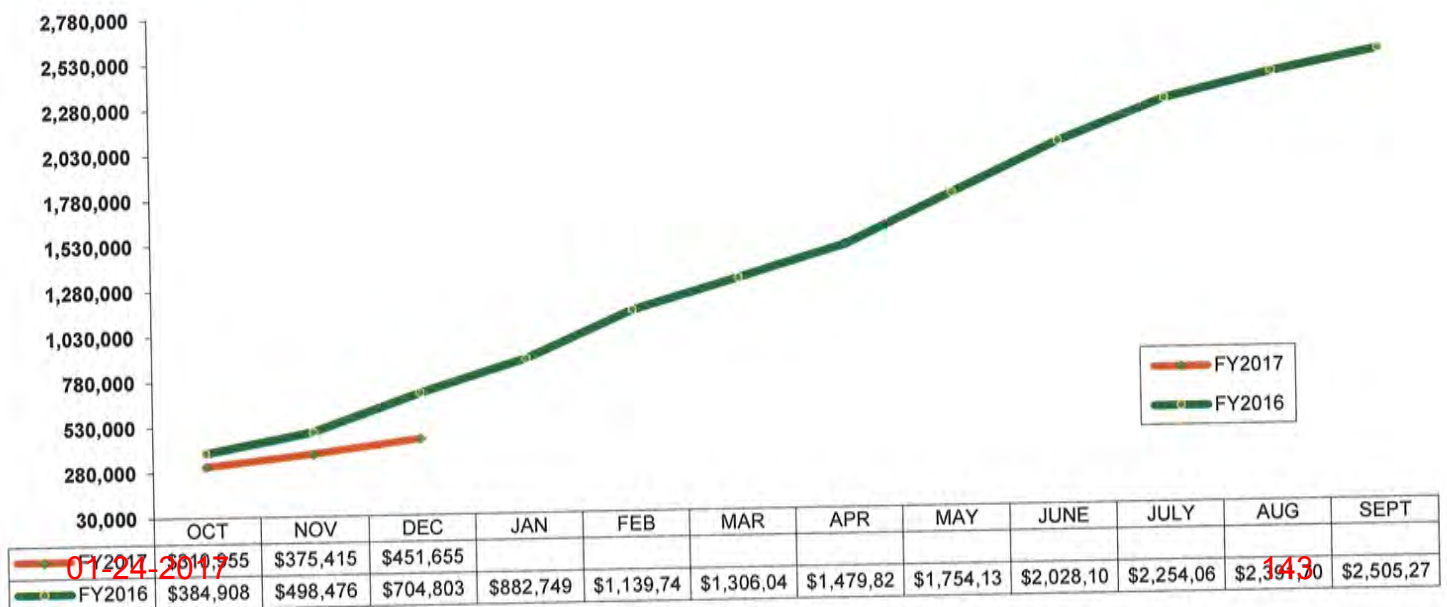
AS OF DEC. 31, 2016

- ❖ Revenues as of Dec. 31, 2016 represent YTD earned revenue of \$717,132. Due to a timing issue the revenue earned in October is an estimate.
- ❖ Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.

Revenue (Month to Month comparison)



Expenses (YTD comparison)



FINANCIAL STATEMENT REPORTS ARE ATTACHED:

- General Fund
- Water/ Wastewater Utility Fund
- Hotel Motel Fund

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4001 CURRENT TAXES M&O	1,398,457.60	3,131,361.00	1,523,282.10	1,557,635.95	1,573,725.05	49.74
00-00-4002 DELINQUENT TAXES M&O	9,421.86	21,000.00	3,347.43	5,257.60	15,742.40	25.04
00-00-4003 PENALTIES & INTEREST M&O	4,760.74	31,500.00	3,238.89	4,880.82	26,619.18	15.49
00-00-4004 FRANCHISE TAX	23,175.75	454,000.00	20,780.49	65,371.79	388,628.21	14.40
00-00-4006 CITY SALES TAX	987,830.11	4,456,850.00	354,237.50	1,115,308.66	3,341,541.34	25.02
00-00-4008 OCCUPATION TAX	1,505.00	8,000.00	440.00	835.00	7,165.00	10.44
00-00-4009 MIXED BEVERAGE TAX	0.00	48,000.00	0.00	0.00	48,000.00	0.00
00-00-4010 380 AGREEMENT PROP REFUND	0.00	(47,000.00)	0.00	0.00	(47,000.00)	0.00
TOTAL TAXES & PENALTIES	2,425,151.06	8,103,711.00	1,905,326.41	2,749,289.82	5,354,421.18	33.93
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	17,322.10	120,000.00	22,793.18	40,218.51	79,781.49	33.52
00-00-4021 ZONING FEES	600.00	3,500.00	355.00	1,147.00	2,353.00	32.77
00-00-4022 PLATTING FEES	40,907.50	40,000.00	900.00	2,140.00	37,860.00	5.35
00-00-4023 SPECIAL EVENT PERMIT FEE	200.00	2,000.00	400.00	700.00	1,300.00	35.00
TOTAL LICENSES & PERMITS	59,029.60	165,500.00	24,448.18	44,205.51	121,294.49	26.71
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	20.00	200.00	10.00	40.00	160.00	20.00
00-00-4043 PARK RENTALS & FEES	0.00	5,000.00	50.00	200.00	4,800.00	4.00
00-00-4044 PD ACCIDENT REPORTS	244.00	1,800.00	162.00	397.00	1,403.00	22.06
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	25,000.00	0.00	0.00	25,000.00	0.00
00-00-4049 TRANSFER STATION RECEIPTS	2,687.00	8,000.00	0.00	350.00	7,650.00	4.38
00-00-4051 SANITATION REVENUE	120,097.27	475,000.00	38,874.32	116,399.66	358,600.34	24.51
00-00-4052 SANITATION PENALTIES	1,821.79	7,500.00	654.78	1,830.03	5,669.97	24.40
00-00-4055 FILMING/BROADCASTING FEES	0.00	26,400.00	0.00	0.00	26,400.00	0.00
TOTAL CHARGES FOR SERVICES	124,870.06	548,900.00	39,751.10	119,216.69	429,683.31	21.72
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	64,257.16	245,000.00	21,734.83	65,880.85	179,119.15	26.89
00-00-4076 LIBRARY RECEIPTS	3,674.00	17,000.00	1,083.86	3,876.20	13,123.80	22.80
00-00-4078 JUVENILE CASE MANAGER-M/C	2,151.62	9,000.00	718.18	1,916.14	7,083.86	21.29
00-00-4080 TEEN COURT (MC)	423.19	1,000.00	0.00	0.00	1,000.00	0.00
TOTAL FINES & FORFEITURES	70,505.97	272,000.00	23,536.87	71,673.19	200,326.81	26.35
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	2,149.81	30,000.00	2,556.54	7,869.06	22,130.94	26.23
TOTAL INTEREST INCOME	2,149.81	30,000.00	2,556.54	7,869.06	22,130.94	26.23

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INTERGOVERNMENTAL						
00-00-4415 EMERGENCY MANAGEMENT	7,652.26	32,000.00	0.00	0.00	32,000.00	0.00
00-00-4493 BEDC IN-KIND	19,259.25	189,000.00	14,455.66	14,455.66	174,544.34	7.65
TOTAL INTERGOVERNMENTAL	26,911.51	221,000.00	14,455.66	14,455.66	206,544.34	6.54
MISCELLANEOUS						
00-00-4509 GENERAL DONATIONS	725.00	1,500.00	0.00	0.00	1,500.00	0.00
00-00-4525 PARKS/RECREATION DONATIONS	0.00	2,000.00	0.00	0.00	2,000.00	0.00
00-00-4536 MISCELLANEOUS	31,991.40	40,000.00	45,879.20	46,116.03	(6,116.03)	115.29
00-00-4537 INSURANCE PROCEEDS	341.00	0.00	1,298.60	1,298.60	(1,298.60)	0.00
00-00-4553 FIRE DEPT CALLS - REIMB	0.00	5,000.00	0.00	0.00	5,000.00	0.00
00-00-4600 CAPITAL CONTRIBUTIONS	0.00	350,000.00	0.00	350,000.00	0.00	100.00
TOTAL MISCELLANEOUS	33,057.40	398,500.00	47,177.80	397,414.63	1,085.37	99.73
TRANSFERS-IN						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	139,437.51	557,750.00	46,479.17	139,437.51	418,312.49	25.00
TOTAL TRANSFERS-IN	139,437.51	557,750.00	46,479.17	139,437.51	418,312.49	25.00
** TOTAL REVENUE **	<u>2,881,112.92</u>	<u>10,297,361.00</u>	<u>2,103,731.73</u>	<u>3,543,562.07</u>	<u>6,753,798.93</u>	<u>34.41</u>

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL COSTS	1,745.94	7,015.00	565.18	1,740.54	5,274.46	24.81
SUPPLIES & MATERIALS	429.44	4,530.00	0.00	25.40	4,504.60	0.56
OCCUPANCY	2,117.83	8,000.00	700.81	2,359.78	5,640.22	29.50
CONTRACTUAL SERVICES	0.00	10,900.00	0.00	0.00	10,900.00	0.00
OTHER CHARGES	(1,529.36)	26.00	(68.28)	(2,145.60)	2,171.60	8,252.31-
TOTAL 00-NON-PROGRAM	2,763.85	30,471.00	1,197.71	1,980.12	28,490.88	6.50
TOTAL LEGISLATIVE	2,763.85	30,471.00	1,197.71	1,980.12	28,490.88	6.50
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL COSTS	6,971.80	53,261.28	1,791.89	5,654.90	47,606.38	10.62
SUPPLIES & MATERIALS	3,926.33	17,590.00	1,908.94	3,887.43	13,702.57	22.10
MAINTENANCE & REPAIRS	2,022.00	9,200.00	2,299.90	2,652.40	6,547.60	28.83
CONTRACTUAL SERVICES	123,380.42	500,075.00	39,621.03	106,254.72	393,820.28	21.25
OTHER CHARGES	12,345.48	518,548.00	132,271.64	133,601.14	384,946.86	25.76
CONTINGENCY	0.00	11,000.00	0.00	0.00	11,000.00	0.00
CAPITAL OUTLAY	8,717.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	0.00	37,500.00	0.00	0.00	37,500.00	0.00
TOTAL 00-NON-PROGRAM	157,363.03	1,147,174.28	177,893.40	252,050.59	895,123.69	21.97
TOTAL ORGANIZATIONAL	157,363.03	1,147,174.28	177,893.40	252,050.59	895,123.69	21.97
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL COSTS	68,239.46	227,645.00	8,966.85	23,190.23	204,454.77	10.19
SUPPLIES & MATERIALS	1,604.85	7,550.00	250.02	713.19	6,836.81	9.45
OCCUPANCY	2,168.77	9,400.00	675.57	2,100.31	7,299.69	22.34
CONTRACTUAL SERVICES	87.50	94,659.00	16,740.66	49,866.38	44,792.62	52.68
OTHER CHARGES	(4,522.58)	(123,417.00)	(10,838.91)	(33,164.13)	(90,252.87)	26.87
TOTAL 00-NON-PROGRAM	67,578.00	215,837.00	15,794.19	42,705.98	173,131.02	19.79
TOTAL CITY MANAGER	67,578.00	215,837.00	15,794.19	42,705.98	173,131.02	19.79

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CITY SECRETARY						
00-NON-PROGRAM						
PERSONNEL COSTS	20,280.34	99,352.00	7,671.73	20,948.17	78,403.83	21.08
SUPPLIES & MATERIALS	421.71	5,975.00	193.35	2,826.02	3,148.98	47.30
OCCUPANCY	685.85	2,190.00	167.53	547.58	1,642.42	25.00
CONTRACTUAL SERVICES	0.00	5,600.00	0.00	0.00	5,600.00	0.00
OTHER CHARGES	(14,536.15)	14,148.00	6,881.06	8,070.26	6,077.74	57.04
TOTAL 00-NON-PROGRAM	6,851.75	127,265.00	14,913.67	32,392.03	94,872.97	25.45
TOTAL CITY SECRETARY	6,851.75	127,265.00	14,913.67	32,392.03	94,872.97	25.45
FINANCE						
00-NON-PROGRAM						
PERSONNEL COSTS	75,247.18	401,106.00	31,229.72	85,762.93	315,343.07	21.38
SUPPLIES & MATERIALS	1,886.36	4,360.00	262.92	893.30	3,466.70	20.49
MAINTENANCE & REPAIRS	1,380.06	33,500.00	0.00	23,875.82	9,624.18	71.27
OCCUPANCY	1,746.16	7,550.00	502.09	1,612.33	5,937.67	21.36
CONTRACTUAL SERVICES	4,673.49	55,760.00	354.00	359.49	55,400.51	0.64
OTHER CHARGES	(37,646.23)	(257,501.00)	(19,857.88)	(63,507.60)	(193,993.40)	24.66
TOTAL 00-NON-PROGRAM	47,287.02	244,775.00	12,490.85	48,996.27	195,778.73	20.02
UTILITY CUSTOMER SERVICE						
PERSONNEL COSTS	60,299.78	218,715.00	17,745.43	48,258.40	170,456.60	22.06
SUPPLIES & MATERIALS	4,587.85	23,840.00	1,797.56	3,856.96	19,983.04	16.18
MAINTENANCE & REPAIRS	4,465.79	23,500.00	11,915.96	21,696.21	1,803.79	92.32
OCCUPANCY	2,099.97	11,165.00	593.38	1,914.72	9,250.28	17.15
CONTRACTUAL SERVICES	70,818.54	431,040.00	34,737.41	103,279.45	327,760.55	23.96
OTHER CHARGES	(47,910.89)	(258,888.00)	(22,082.57)	(65,984.82)	(192,903.18)	25.49
TOTAL UTILITY CUSTOMER SERVICE	94,361.04	449,372.00	44,707.17	113,020.92	336,351.08	25.15
TOTAL FINANCE	141,648.06	694,147.00	57,198.02	162,017.19	532,129.81	23.34
HUMAN RESOURCE						
00-NON-PROGRAM						
PERSONNEL COSTS	23,771.26	135,751.00	11,679.32	30,400.02	105,350.98	22.39
SUPPLIES & MATERIALS	311.67	3,175.00	3.34	243.93	2,931.07	7.68
OCCUPANCY	763.36	3,445.00	243.74	750.39	2,694.61	21.78
CONTRACTUAL SERVICES	1.00	325.00	2.00	5.00	320.00	1.54
OTHER CHARGES	(71,575.32)	(17,111.00)	2,461.35	(3,392.13)	(13,718.87)	19.82
TOTAL 00-NON-PROGRAM	(46,728.03)	125,585.00	14,389.75	28,007.21	97,577.79	22.30
TOTAL HUMAN RESOURCE	(46,728.03)	125,585.00	14,389.75	28,007.21	97,577.79	22.30

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL COSTS	39,174.29	153,251.00	11,667.90	32,327.96	120,923.04	21.09
SUPPLIES & MATERIALS	4,769.44	11,500.00	27.44	3,354.44	8,145.56	29.17
MAINTENANCE & REPAIRS	32,088.42	122,800.00	7.50	31,540.80	91,259.20	25.68
OCCUPANCY	2,085.90	11,152.00	1,033.58	3,293.00	7,859.00	29.53
CONTRACTUAL SERVICES	500.00	36,237.00	303.08	1,164.24	35,072.76	3.21
OTHER CHARGES	(15,901.04)	(107,515.00)	(9,334.58)	(27,853.74)	(79,661.26)	25.91
TOTAL 00-NON-PROGRAM	62,717.01	227,425.00	3,704.92	43,826.70	183,598.30	19.27
TOTAL INFORMATION TECHNOLOGY	62,717.01	227,425.00	3,704.92	43,826.70	183,598.30	19.27
FILMING/BROADCASTING						
00-NON-PROGRAM						
PERSONNEL COSTS	0.00	32,899.00	2,288.93	6,569.35	26,329.65	19.97
SUPPLIES & MATERIALS	0.00	7,400.00	0.00	339.00	7,061.00	4.58
MAINTENANCE & REPAIRS	0.00	5,888.00	0.00	609.05	5,278.95	10.34
OCCUPANCY	0.00	3,000.00	29.80	117.39	2,882.61	3.91
CONTRACTUAL SERVICES	0.00	5,000.00	0.00	0.00	5,000.00	0.00
OTHER CHARGES	0.00	3,000.00	0.00	0.00	3,000.00	0.00
TOTAL 00-NON-PROGRAM	0.00	57,187.00	2,318.73	7,634.79	49,552.21	13.35
TOTAL FILMING/BROADCASTING	0.00	57,187.00	2,318.73	7,634.79	49,552.21	13.35
POLICE						
ADMINISTRATION						
PERSONNEL COSTS	102,928.14	514,695.00	40,291.10	108,011.67	406,683.33	20.99
SUPPLIES & MATERIALS	7,417.02	32,670.00	968.72	5,086.93	27,583.07	15.57
MAINTENANCE & REPAIRS	3,551.46	40,819.00	596.83	723.22	40,095.78	1.77
OCCUPANCY	10,294.21	55,980.00	3,514.35	10,388.61	45,591.39	18.56
CONTRACTUAL SERVICES	863.88	350,112.00	9,188.54	86,225.85	263,886.15	24.63
OTHER CHARGES	8,633.90	33,858.00	1,935.00	5,686.10	28,171.90	16.79
CAPITAL OUTLAY	0.00	449,189.00	14,058.38	23,020.88	426,168.12	5.12
TOTAL ADMINISTRATION	133,688.61	1,477,323.00	70,552.92	239,143.26	1,238,179.74	16.19
CODE ENFORCEMENT						
PERSONNEL COSTS	12,603.46	59,385.00	4,636.68	12,768.57	46,616.43	21.50
SUPPLIES & MATERIALS	229.60	5,125.00	66.50	226.21	4,898.79	4.41
MAINTENANCE & REPAIRS	38.99	3,002.00	332.45	332.45	2,669.55	11.07
CONTRACTUAL SERVICES	130.00	10,370.00	0.00	295.00	10,075.00	2.84
OTHER CHARGES	2.07	24,150.00	610.00	1,025.58	23,124.42	4.25
TOTAL CODE ENFORCEMENT	13,004.12	102,032.00	5,645.63	14,647.81	87,384.19	14.36

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	14.49	1,600.00	18.98	18.98	1,581.02	1.19
MAINTENANCE & REPAIRS	0.00	3,950.00	51.49	84.48	3,865.52	2.14
OTHER CHARGES	564.00	2,500.00	0.00	200.00	2,300.00	8.00
TOTAL EMERGENCY MANAGEMENT	578.49	8,050.00	70.47	303.46	7,746.54	3.77
POLICE-CID						
PERSONNEL COSTS	54,734.40	255,234.00	21,472.04	56,301.88	198,932.12	22.06
SUPPLIES & MATERIALS	387.04	3,910.00	84.76	282.63	3,627.37	7.23
MAINTENANCE & REPAIRS	49.49	3,918.00	0.00	0.00	3,918.00	0.00
CONTRACTUAL SERVICES	0.00	3,704.00	0.00	0.00	3,704.00	0.00
OTHER CHARGES	993.25	5,490.00	82.95	285.67	5,204.33	5.20
TOTAL POLICE-CID	56,164.18	272,256.00	21,639.75	56,870.18	215,385.82	20.89
POLICE-PATROL						
PERSONNEL COSTS	304,407.10	1,314,435.00	104,632.54	289,650.03	1,024,784.97	22.04
SUPPLIES & MATERIALS	16,537.27	92,893.00	25,864.99	40,676.47	52,216.53	43.79
MAINTENANCE & REPAIRS	3,760.45	18,460.00	593.27	1,796.79	16,663.21	9.73
CONTRACTUAL SERVICES	1,459.45	12,960.00	1,392.74	3,204.85	9,755.15	24.73
OTHER CHARGES	868.15	12,240.00	933.61	1,177.66	11,062.34	9.62
TOTAL POLICE-PATROL	327,032.42	1,450,988.00	133,417.15	336,505.80	1,114,482.20	23.19
POLICE-CRIME PREVENTION						
PERSONNEL COSTS	0.00	94,018.00	7,385.21	7,385.21	86,632.79	7.86
SUPPLIES & MATERIALS	445.01	4,225.00	0.00	289.14	3,935.86	6.84
MAINTENANCE & REPAIRS	0.00	1,576.00	0.00	0.00	1,576.00	0.00
CONTRACTUAL SERVICES	0.00	1,974.00	0.00	0.00	1,974.00	0.00
OTHER CHARGES	295.00	2,820.00	0.00	353.89	2,466.11	12.55
TOTAL POLICE-CRIME PREVENTION	740.01	104,613.00	7,385.21	8,028.24	96,584.76	7.67
TOTAL POLICE	531,207.83	3,415,262.00	238,711.13	655,498.75	2,759,763.25	19.19
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL COSTS	1,336.27	111,180.00	8,575.98	24,057.15	87,122.85	21.64
SUPPLIES & MATERIALS	4,735.31	99,399.00	7,238.90	10,839.54	88,559.46	10.91
MAINTENANCE & REPAIRS	10,756.23	50,500.00	7,153.49	11,131.89	39,368.11	22.04
OCCUPANCY	6,147.65	39,585.00	3,155.95	6,894.96	32,690.04	17.42
CONTRACTUAL SERVICES	20,068.95	138,132.00	25,289.97	32,987.76	105,144.24	23.88
OTHER CHARGES	5,306.53	26,075.00	3,642.90	4,227.83	21,847.17	16.21
CAPITAL OUTLAY	0.00	44,000.00	0.00	0.00	44,000.00	0.00
TOTAL 00-NON-PROGRAM	48,350.94	508,871.00	55,057.19	90,139.13	418,731.87	17.71
TOTAL FIRE-VOLUNTEER	48,350.94	508,871.00	55,057.19	90,139.13	418,731.87	17.71

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL COSTS	51,180.60	227,935.00	18,688.07	49,385.30	178,549.70	21.67
SUPPLIES & MATERIALS	2,841.51	21,400.00	491.95	1,268.95	20,131.05	5.93
MAINTENANCE & REPAIRS	7,656.52	10,150.00	27.50	7,815.30	2,334.70	77.00
OCCUPANCY	2,298.24	10,610.00	703.54	2,114.23	8,495.77	19.93
CONTRACTUAL SERVICES	4,362.41	41,100.00	2,286.45	5,502.56	35,597.44	13.39
OTHER CHARGES	2,054.08	5,575.00	102.90	1,806.43	3,768.57	32.40
TOTAL 00-NON-PROGRAM	70,393.36	316,770.00	22,300.41	67,892.77	248,877.23	21.43
TOTAL MUNICIPAL COURT	70,393.36	316,770.00	22,300.41	67,892.77	248,877.23	21.43
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL COSTS	112,079.12	534,356.00	43,642.92	115,243.89	419,112.11	21.57
SUPPLIES & MATERIALS	1,438.80	13,100.00	535.25	1,479.95	11,620.05	11.30
MAINTENANCE & REPAIRS	1,627.38	33,950.00	0.00	3,200.00	30,750.00	9.43
OCCUPANCY	2,683.24	11,200.00	820.12	2,627.52	8,572.48	23.46
CONTRACTUAL SERVICES	25,533.80	232,350.00	14,163.87	17,857.35	214,492.65	7.69
OTHER CHARGES	7,540.69	11,360.00	3,380.32	7,346.50	4,013.50	64.67
TOTAL 00-NON-PROGRAM	135,821.65	813,596.00	55,781.84	133,062.21	680,533.79	16.35
TOTAL PLANNING & DEVELOPMENT	135,821.65	813,596.00	55,781.84	133,062.21	680,533.79	16.35
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL COSTS	139,965.40	729,309.00	51,579.18	136,983.66	592,325.34	18.78
SUPPLIES & MATERIALS	12,475.90	55,400.00	2,611.93	8,935.18	46,464.82	16.13
MAINTENANCE & REPAIRS	38,649.73	286,004.00	5,050.12	23,490.26	262,513.74	8.21
OCCUPANCY	3,106.20	14,010.00	861.35	2,364.14	11,645.86	16.87
CONTRACTUAL SERVICES	10,182.26	86,387.00	1,833.62	6,063.45	80,323.55	7.02
OTHER CHARGES	2,137.42	14,400.00	399.75	702.07	13,697.93	4.88
CAPITAL OUTLAY	0.00	576,800.00	0.00	0.00	576,800.00	0.00
TOTAL ADMINISTRATION	206,516.91	1,762,310.00	62,335.95	178,538.76	1,583,771.24	10.13
RECREATION						
PERSONNEL COSTS	0.00	19,045.00	0.00	0.00	19,045.00	0.00
SUPPLIES & MATERIALS	0.00	2,350.00	0.00	195.21	2,154.79	8.31
MAINTENANCE & REPAIRS	0.00	250.00	0.00	0.00	250.00	0.00
OCCUPANCY	0.00	250.00	0.00	0.00	250.00	0.00
CONTRACTUAL SERVICES	0.00	44,980.00	0.00	142.50	44,837.50	0.32
OTHER CHARGES	0.00	17,000.00	3,618.09	5,713.99	11,286.01	33.61
TOTAL RECREATION	0.00	83,875.00	3,618.09	6,051.70	77,823.30	7.22

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PARKS						
PERSONNEL COSTS	114,155.20	664,718.00	46,653.55	130,609.79	534,108.21	19.65
SUPPLIES & MATERIALS	5,484.08	43,200.00	1,888.71	8,086.95	35,113.05	18.72
MAINTENANCE & REPAIRS	23,499.27	81,250.00	13,118.58	20,615.72	60,634.28	25.37
OCCUPANCY	16,050.89	51,740.00	4,507.89	14,356.07	37,383.93	27.75
CONTRACTUAL SERVICES	3,990.52	16,730.00	1,645.60	3,129.61	13,600.39	18.71
OTHER CHARGES	2,132.97	10,250.00	686.85	1,701.54	8,548.46	16.60
CAPITAL OUTLAY	0.00	69,000.00	0.00	22,682.56	46,317.44	32.87
TOTAL PARKS	165,312.93	936,888.00	68,501.18	201,182.24	735,705.76	21.47
BUILDING MAINTENANCE						
PERSONNEL COSTS	31,751.94	185,155.00	14,856.78	39,664.17	145,490.83	21.42
SUPPLIES & MATERIALS	2,987.11	15,350.00	2,469.10	5,572.42	9,777.58	36.30
MAINTENANCE & REPAIRS	171.46	3,600.00	96.81	539.42	3,060.58	14.98
OCCUPANCY	101.56	1,800.00	34.13	122.51	1,677.49	6.81
CONTRACTUAL SERVICES	366.13	8,350.00	615.50	1,707.90	6,642.10	20.45
OTHER CHARGES	(21,905.43)	(45,607.00)	(3,825.58)	(11,476.74)	(34,130.26)	25.16
TOTAL BUILDING MAINTENANCE	13,472.77	168,648.00	14,246.74	36,129.68	132,518.32	21.42
TOTAL PUBLIC WORKS	385,302.61	2,951,721.00	148,701.96	421,902.38	2,529,818.62	14.29
LIBRARY						
00-NON-PROGRAM						
PERSONNEL COSTS	119,019.61	555,890.00	46,803.23	122,023.25	433,866.75	21.95
SUPPLIES & MATERIALS	17,965.75	61,012.00	4,102.03	14,544.27	46,467.73	23.84
MAINTENANCE & REPAIRS	2,562.27	15,024.00	2,812.38	4,109.96	10,914.04	27.36
OCCUPANCY	9,111.21	42,482.00	3,080.61	8,925.97	33,556.03	21.01
CONTRACTUAL SERVICES	7,600.20	25,740.00	5,823.70	7,183.70	18,556.30	27.91
OTHER CHARGES	1,931.51	11,987.00	484.98	2,418.67	9,568.33	20.18
CAPITAL OUTLAY	0.00	99,811.00	32,575.50	32,575.50	67,235.50	32.64
TOTAL 00-NON-PROGRAM	158,190.55	811,946.00	95,682.43	191,781.32	620,164.68	23.62
TOTAL LIBRARY	158,190.55	811,946.00	95,682.43	191,781.32	620,164.68	23.62
BEDC ADMINISTRATION						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	843.38	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	843.38	0.00	0.00	0.00	0.00	0.00
TOTAL BEDC ADMINISTRATION	843.38	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENSES ***						
	1,722,303.99	11,443,257.28	903,645.35	2,130,891.17	9,312,366.11	18.62
REVENUES OVER/(UNDER) EXPENDITURES						
	1,158,808.93	(1,145,896.28)	1,200,086.38	1,412,670.90	(2,558,567.18)	123.28-

*** END OF REPORT ***

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<hr/>						
CHARGES FOR SERVICES						
TOTAL						
<hr/>						
FINES & FORFEITURES						
TOTAL						
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WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	319,689.62	1,362,500.00	109,895.48	352,315.90	1,010,184.10	25.86
00-00-4102 WATER SALES-COMMERCIAL	298,633.01	1,250,000.00	135,565.09	360,927.40	889,072.60	28.87
00-00-4150 PENALTIES	9,351.03	35,000.00	4,112.26	9,937.49	25,062.51	28.39
00-00-4152 WATER TAPPING FEES	1,300.00	5,000.00	9,600.00	13,800.00	(8,800.00)	276.00
00-00-4154 WATER SERVICE FEES	3,790.00	22,000.00	1,475.00	5,083.00	16,917.00	23.10
00-00-4156 OTHER	400.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER REVENUES	633,163.66	2,674,500.00	260,647.83	742,063.79	1,932,436.21	27.75
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WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	214,944.37	904,700.00	80,421.97	244,403.55	660,296.45	27.01
00-00-4202 WASTEWATER SALES-COMMERCIAL	177,239.71	745,000.00	60,296.24	185,667.85	559,332.15	24.92
00-00-4210 BY THE WAY CAMPGROUND	0.00	22,000.00	1,432.52	2,363.22	19,636.78	10.74
00-00-4215 LCRA/WCID	29,585.88	125,000.00	11,358.55	35,162.63	89,837.37	28.13
00-00-4250 PENALTIES	5,597.47	25,000.00	2,767.86	6,671.39	18,328.61	26.69
00-00-4252 SEWER TAPPING FEES	300.00	2,500.00	8,400.00	12,000.00	(9,500.00)	480.00
00-00-4256 OTHER	0.00	500.00	0.00	0.00	500.00	0.00
TOTAL WASTEWATER REVENUES	427,667.43	1,824,700.00	164,677.14	486,268.64	1,338,431.36	26.65
<hr/>						
OTHER REVENUE						
TOTAL						
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INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	1,804.53	22,000.00	3,015.51	11,027.72	10,972.28	50.13
TOTAL INTEREST INCOME	1,804.53	22,000.00	3,015.51	11,027.72	10,972.28	50.13
<hr/>						
INTERGOVERNMENTAL						
TOTAL						
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MISCELLANEOUS						
00-00-4519 BACKFLOW TESTING COST	0.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL MISCELLANEOUS	0.00	5,000.00	0.00	0.00	5,000.00	0.00

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TRANSFERS-IN						
TOTAL						
OTHER SOURCES						
00-00-4810 INSURANCE PROCEEDS	441.85	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	441.85	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	<u>1,063,077.47</u>	<u>4,526,200.00</u>	<u>428,340.48</u>	<u>1,239,360.15</u>	<u>3,286,839.85</u>	<u>27.38</u>

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL COSTS	193,151.13	132,025.00	10,858.22	29,091.92	102,933.08	22.04
SUPPLIES & MATERIALS	7,616.58	24,910.00	638.03	3,257.55	21,652.45	13.08
MAINTENANCE & REPAIRS	4,080.21	14,430.00	0.00	31.32	14,398.68	0.22
OCCUPANCY	5,053.23	21,000.00	1,385.87	4,127.02	16,872.98	19.65
CONTRACTUAL SERVICES	152,152.39	581,936.00	42,336.46	132,634.75	449,301.25	22.79
OTHER CHARGES	4,029.03	49,620.00	(413.61)	1,622.06	47,997.94	3.27
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
DEBT SERVICE	322,773.63	1,425,366.00	118,780.32	356,340.96	1,069,025.04	25.00
TOTAL ADMINISTRATION	688,856.20	2,259,287.00	173,585.29	527,105.58	1,732,181.42	23.33
W/WW DISTRIBUT/COLLECT						
PERSONNEL COSTS	0.00	410,208.00	33,532.98	89,933.39	320,274.61	21.92
SUPPLIES & MATERIALS	2,684.70	27,300.00	980.13	24,582.49	2,717.51	90.05
MAINTENANCE & REPAIRS	21,293.22	84,400.00	6,082.01	16,344.80	68,055.20	19.37
CONTRACTUAL SERVICES	149.15	44,296.00	3,065.37	8,352.02	35,943.98	18.86
OTHER CHARGES	497.50	2,500.00	395.00	395.00	2,105.00	15.80
CAPITAL OUTLAY	0.00	1,015,000.00	0.00	0.00	1,015,000.00	0.00
TOTAL W/WW DISTRIBUT/COLLECT	24,624.57	1,583,704.00	44,055.49	139,607.70	1,444,096.30	8.82
WATER PRODUCTION/TREAT						
PERSONNEL COSTS	0.00	257,661.00	16,368.39	45,072.21	212,588.79	17.49
SUPPLIES & MATERIALS	7,131.93	35,000.00	3,597.02	9,106.75	25,893.25	26.02
MAINTENANCE & REPAIRS	14,090.18	356,790.76	35,017.05	49,671.63	307,119.13	13.92
OCCUPANCY	27,383.64	130,000.00	9,927.42	29,665.81	100,334.19	22.82
CONTRACTUAL SERVICES	31,625.72	152,668.70	17,185.38	49,157.98	103,510.72	32.20
OTHER CHARGES	0.00	4,000.00	0.00	385.00	3,615.00	9.63
CAPITAL OUTLAY	0.00	133,004.00	0.00	0.00	133,004.00	0.00
TOTAL WATER PRODUCTION/TREAT	80,231.47	1,069,124.46	82,095.26	183,059.38	886,065.08	17.12
WW TREATMENT PLANT						
PERSONNEL COSTS	0.00	265,969.00	16,849.47	47,345.79	218,623.21	17.80
SUPPLIES & MATERIALS	5,064.26	33,800.00	1,056.85	4,270.02	29,529.98	12.63
MAINTENANCE & REPAIRS	10,390.55	168,965.00	9,841.42	18,108.80	150,856.20	10.72
OCCUPANCY	44,388.12	167,548.00	15,551.60	41,060.90	126,487.10	24.51
CONTRACTUAL SERVICES	19,472.11	60,520.00	4,463.20	21,000.95	39,519.05	34.70
OTHER CHARGES	0.00	4,000.00	385.00	389.50	3,610.50	9.74
CAPITAL OUTLAY	0.00	39,375.00	781.25	781.25	38,593.75	1.98
TOTAL WW TREATMENT PLANT	79,315.04	740,177.00	48,928.79	132,957.21	607,219.79	17.96

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL WATER/WASTEWATER DEPT.	873,027.28	5,652,292.46	348,664.83	982,729.87	4,669,562.59	17.39
*** TOTAL EXPENSES ***	873,027.28	5,652,292.46	348,664.83	982,729.87	4,669,562.59	17.39
REVENUES OVER/(UNDER) EXPENDITURES	190,050.19	(1,126,092.46)	79,675.65	256,630.28	(1,382,722.74)	22.79-
*** END OF REPORT ***						

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	688,389.77	2,875,000.00	203,718.29	712,471.20	2,162,528.80	24.78
TOTAL TAXES & PENALTIES	688,389.77	2,875,000.00	203,718.29	712,471.20	2,162,528.80	24.78
INTEREST INCOME						
00-00-4400 INTEREST EARNED	744.29	7,000.00	1,321.83	4,660.76	2,339.24	66.58
TOTAL INTEREST INCOME	744.29	7,000.00	1,321.83	4,660.76	2,339.24	66.58
MISCELLANEOUS						
TOTAL						
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** TOTAL REVENUE **	689,134.06	2,882,000.00	205,040.12	717,131.96	2,164,868.04	24.88

CITY OF BASTROP
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2016

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	364,099.49	475,823.00	12,163.49	259,425.03	216,397.97	54.52
OTHER CHARGES	0.00	430,000.00	0.00	0.00	430,000.00	0.00
TRANSFERS OUT	340,703.25	868,919.00	64,076.58	192,229.74	676,689.26	22.12
TOTAL 00-NON-PROGRAM	704,802.74	1,774,742.00	76,240.07	451,654.77	1,323,087.23	25.45
TOTAL HOTEL/MOTEL TAX FUND	704,802.74	1,774,742.00	76,240.07	451,654.77	1,323,087.23	25.45
*** TOTAL EXPENSES ***	704,802.74	1,774,742.00	76,240.07	451,654.77	1,323,087.23	25.45
REVENUES OVER/(UNDER) EXPENDITURES	(15,668.68)	1,107,258.00	128,800.05	265,477.19	841,780.81	23.98

*** END OF REPORT ***

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **Consideration, discussion, and possible action on a resolution approving the renewal of an existing Municipal Maintenance Agreement (MMA) between the City of Bastrop and the Texas Department of Transportation.**

2. Party Making Request: **Wesley Brandon, Trey Job**

3. Nature of Request: (Brief Overview) **TxDOT has requested a renewal of the existing Municipal Maintenance Agreement (MMA), which defines roles and responsibilities regarding maintenance of state highways within the city limits. The City currently provides routine mowing and landscaping maintenance along state rights-of-way within the city.**

4. Attachments: Yes XX No _____

5. Motion Requested: **Adopt a resolution to approve the Municipal Maintenance Agreement (MMA) between the City of Bastrop and TxDOT.**



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____ 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____ (population _____, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____

on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

CITY OF _____

BY _____

(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____

(District Engineer)

_____ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____, BETWEEN THE
STATE OF TEXAS AND THE CITY OF _____, FOR
THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and the
City of _____ for the maintenance, control, supervision and regulation of
certain State Highways and/or portions of State Highways in the City of _____
be and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of _____ and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City of _____
Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: January 17, 2017

MEETING DATE: January 24, 2017

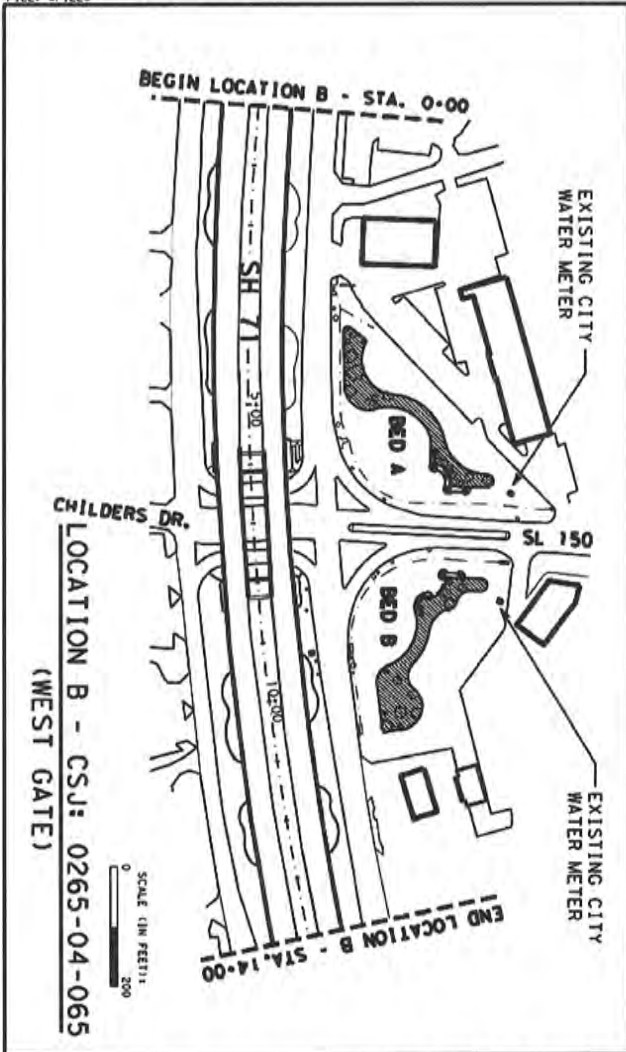
1. Agenda Item: **Consideration, discussion, and possible action on a Letter of Commitment regarding a TxDOT “Green Ribbon” Landscape project to install landscaping improvements within the city limits.**

2. Party Making Request: **Wesley Brandon, Director of Planning and Engineering**

3. Nature of Request: (Brief Overview) **TxDOT has requested a letter of commitment regarding an upcoming project to install landscaping improvements at two (2) highway intersections within the City. The project is will provide approximately \$850,000 in landscaping improvements, including drought-tolerant and low maintenance plantings, mow strips, and irrigation. The only cost to the City is the installation of two (2) water meters, and the cost of maintaining the improvements after a two-year maintenance period provided by the contractor.**

4. Attachments: Yes XX No _____

5. Motion Requested: **Authorize the City Manager to execute a “Letter of Commitment” to provide the items requested by TxDOT in order to support the “Green Ribbon” landscaping project.**



2017 TxDOT GREEN RIBBON LANDSCAPE PROJECT IN BASTROP, TX.

LOCATION A: SH 71 of SL 150 (LOOP 150) and TAHITIION DR.
 LOCATION B: SH 71 of SL 150 (LOOP 150) and CHILDERS DR.
 (ALSO KNOWN AS WEST GATE)

NOTES:

1. THE CITY OF BASTROP WILL PROVIDE THE ENGINEERING, LABOR, MATERIALS, EQUIPMENT, AND COSTS TO INSTALL TWO (2) 1" SERVICE TAPS AND WATER METERS AT THE APPROPRIATE LOCATIONS SHOWN ON THIS DRAWING FOR "LOCATION A."
2. THE CITY OF BASTROP WILL ALLOW THE TROOT LANDSCAPE CONTRACTOR TO UTILIZE THE NEW TAPS AND METERS AT LOCATION A AND THE EXISTING TAPS AND METERS AT LOCATION B, FOR THE PROCESS OF IRRIGATING THE PROPOSED PLANTING AT THESE TWO LOCATIONS.
3. THE CITY OF BASTROP WILL ALLOW THE TROOT LANDSCAPE CONTRACTOR TO ESTABLISH WATER USAGE ACCOUNTS FOR THE WATER METERS AT LOCATION A AND LOCATION B, UNDER THE NAME OF THE CONTRACTOR'S COMPANY.
4. THE TROOT LANDSCAPE CONTRACTOR WILL PAY FOR THE COSTS OF WATER USED FOR THE DURATION OF THE TROOT LANDSCAPE CONTRACT FOR THIS PROJECT.
5. THE TROOT PROJECT WILL INCLUDE CONSTRUCTION OF THE LANDSCAPING AND IRRIGATION AS SHOWN IN THE PLANS, PLUS A 24 MONTH PLANT ESTABLISHMENT PERIOD THAT WILL INCLUDE MAINTENANCE AND IRRIGATION FOR THE PLANTING BEDS ONLY. UPON COMPLETION OF THIS PROJECT, THE CITY OF BASTROP WILL TAKE OVER THE RESPONSIBILITY OF MAINTENANCE AND IRRIGATION FOR THE PROJECT.

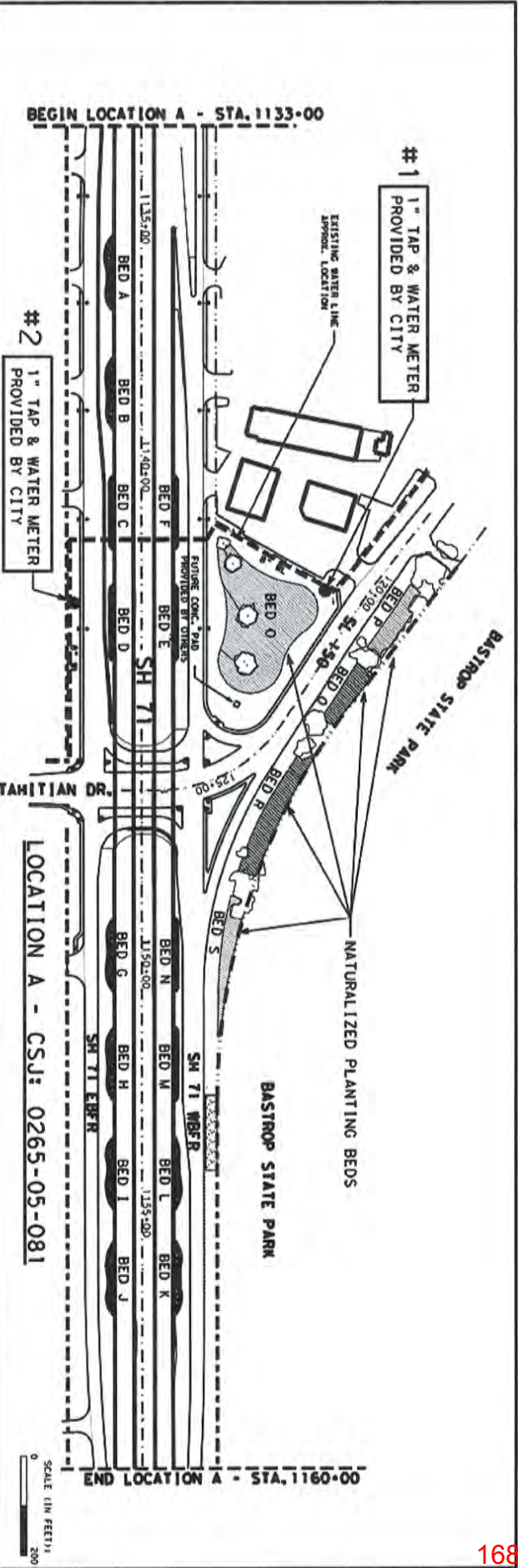
Austin District
 Design

Texas Department of Transportation

SH 71
 EXHIBIT - A
 PROPOSED WATER
 METER LOCATIONS

DATE	BY	APP'D	CHK'D
04/26/17	0265 05 081-ETC.	SH 71	SH 71
FILE	04115	CONTR	04115
NO.	AUS	BASTROP	

SHEET 1 OF 2



DRAFT – SUBJECT TO CHANGE

January 25, 2017

Texas Department of Transportation
Bastrop Area Office
174 Highway 21 East,
Bastrop, Texas 78602



**RE: Letter of Commitment
SH 71 Corridor Landscaping Project**

To Whom It May Concern:

As part of its support for the above-referenced project, The City of Bastrop agrees to the following:

1. Provide the engineering, labor, materials, equipment, and costs to install two 3/4" service taps and water meters at the approximate locations shown for PROJECT LOCATION A on EXHIBIT A.
2. Allow the TxDOT landscape contractor to utilize the new taps and meters at PROJECT LOCATION A, and the existing taps and meters at PROJECT LOCATION B, for the purposes of irrigating the proposed landscape project.
3. Allow the TxDOT landscape contractor to establish water usage accounts, under the name of the contractor's company, for the water meters at both project locations. The TxDOT landscape contractor will pay the City of Bastrop for the costs of water used for the duration of the contract.
4. Upon completion of the contract, the City of Bastrop will assume the responsibility for maintaining and irrigating the project. The City of Bastrop agrees to keep the plantings in an acceptable and presentable condition for the public and for the safe operations of the highway. This includes the immediate stoppage and repair of irrigation leaks, water spills, or maintenance issues that negatively impact highway safety, as well as providing an immediate response to complaints or concerns from the public.

Sincerely,

Marvin Townsend
City Manager, City of Bastrop

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/10/2017

MEETING DATE: 01/24/2017

1. Agenda Item: DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING BASTROP FIRE DEPARTMENT TO APPLY FOR FOUR FIREFIGHTERS THROUGH THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT.

2. Party Making Request: Steve Adcock, Public Safety Director.

3. Nature of Request: (Brief Overview)

The fire department would like to apply for four full-time firefighters through the SAFER grant. The grant will pay 75% for year one and year two, 35% for year three, and none thereafter. The annual yearly salary with benefits for a firefighter is \$71,500. The City would pay \$17,875 for each firefighter for year one, \$17,875 per firefighter for year two, \$46,475 for year three, and \$71,500 thereafter. Applying for and receiving this grant does NOT obligate the fire department to accept any or all positions. We would come back to the council for approval of the number of positions to accept. The award date is September 30, 2017.

4. Attachments: Yes _____ No X

5. Motion Requested _____ To allow the fire department to apply for the SAFER grant. If awarded the grant, the public safety director will come back to the council for approval on the number of positions to accept.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: JANUARY 19, 2017

MEETING DATE: JANUARY 24, 2017

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON RESOLUTION REGARDING THE REQUEST OF PETITIONERS DESIRING TO ESTABLISH TRAVIS COUNTY ESD #15 WHICH WILL BE AN OVERLAY DISTRICT GENERALLY FOLLOWING THE BOUNDARIES OF TRAVIS COUNTY ESD #11. ONE DISTRICT WILL PROVIDE FIRE SERVICES AND THE OTHER EMERGENCY MEDICAL SERVICES. BASTROP'S ETJ WAS EXTENDED INTO TRAVIS COUNTY AT SEVERAL LOCATIONS WHEN IN THE 1980'S PROPERTY OWNER SIGNED CONTRACTS WITH BASTROP TO JOIN BASTROP'S ETJ AND THUS AVOIDED FEARED ANNEXATION BY AUSTIN. THE PROPOSED DISTRICT NEEDS THE CONSENT OF BASTROP TO INCLUDE AREA OUTSIDE OF BASTROP COUNTY BUT IN BASTROP'S ETJ. BOTH COUNTY APPRAISAL DISTRICTS REPORT THAT ONLY TRAVIS COUNTY PROPERTY WILL BE ASSESSED BY THE NEW DISTRICT AND ONLY BASTROP COUNTY PROPERTY IS BEING ASSESSED BY BASTROP COUNTY'S ESD. CONSENT BY THE CITY OF BASTROP IS RECOMMENDED.**

2. Party Making Request: Marvin Townsend-City Manager and Wesley Brandon-Director of Planning and Engineering

3. Nature of Request: (Brief Overview)

4. Attachments: Yes X No _____

5. Motion Requested:

**CITY OF BASTROP
RESOLUTION NO. R 2017-05**

**A RESOLUTION GRANTING THE CONSENT OF THE CITY OF BASTROP, TEXAS, TO THE
CREATION OF TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15**

WHEREAS, the City of Bastrop, Texas ("City") has reviewed a petition and a letter requesting the City's consent to the creation of an emergency services district ("District"), proposed to be known as Travis County Emergency Services District No. 15, which includes a portion of the extraterritorial jurisdiction of the City within Travis County, and

WHEREAS, the City of Bastrop desires to grant its written consent to the creation of the District; and

WHEREAS, the City of Bastrop desires to grant its written consent to the inclusion of its extraterritorial jurisdiction that is within the proposed District.

NOW THEREFORE, BE IT RESOLVED that the City of Bastrop gives its written consent to the creation of the District, proposed to be known as Travis County Emergency Services District No. 15, and to the inclusion of the extraterritorial jurisdiction of the City that is within the boundaries of the District. This consent is valid for a period of six months from the date of its adoption.

PASSED, AND ADOPTED by the City Council of the City of Bastrop on the ____ day of January, 2017.

APPROVED

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

MEMO

Date: January 18, 2017

To: Marvin Townsend, Interim City Manager

Cc: Steve Adcock, Director of Public Safety

From: Wesley Brandon, Director of Planning and Engineering

RE: Travis County ESD #11
Request for City Consent



Mr. Townsend,

As you are aware, Mr. Ken Bailey of Travis County ESD #11, has recently contacted the City to request its consent to hold an election that, if successful, would create a new emergency services district (ESD) #15 within Travis County. Mr. Bailey has requested the City's consent because some properties within the proposed ESD boundary are incorporated in the City's extra-territorial jurisdiction (ETJ), which was established in 1985.

Based on my research and discussions with Mr. Bailey, I have no objection to the City giving its consent to include the properties in question within the proposed boundary of ESD #15. It is my understanding that the City's consent will not impact the current emergency services offered, or the tax assessments on property located inside Bastrop County.

I've attached some other information and maps that will provide additional details regarding this request.

Thanks

Wesley BRANDON

Marvin Townsend

From: Ken Bailey <ken.bailey@traviscountyfire.org>
Sent: Wednesday, November 30, 2016 2:15 PM
To: Marvin Townsend
Subject: Travis County ESD 11 and New District
Attachments: Bastrop ETJ.pdf

Dear Mr. Townsend,

I am writing to inform you about an issue that will be coming to you and the City Council in the coming weeks.

Travis County Emergency Services District 11 currently provides fire and EMS first response to 114 square miles of southeast Travis County, which also includes portions of your city's ETJ. I have attached a map of our overall district and a closer view of the portions of your ETJ that are within our ESD's jurisdiction.

In September of this year, the City of Austin informed us that it intended to annex a portion of our jurisdiction which would reduce our revenue by 32% and thus make our current service delivery model unsustainable.

To address this problem, a handful of residents, along with the Travis County Fire Fighters Association, have been working on a petition to hold an election in May 2017 that if successful, would create another ESD on top of the current ESD 11.

This new ESD would take over the taxing responsibility for providing fire protection for the new district, which would be identical in boundaries to our ESD 11.

Effectively the combination of the new district and ESD 11 would offset the impact of the City of Austin's annexation and thus sustain the current services in our jurisdiction.

Since this new ESD would be formed over your city's ETJ that currently lies within Travis County ESD 11, there is a requirement that the petitioners ask your city to provide consent to the inclusion of your city's ETJ that is in Travis County in the election.

If your city was to consent to the inclusion of its Travis County ETJ in the election for the new district, the Travis County portions of your ETJ would be included in the new district if the election was successful. The consent does not in and of itself create the district, but rather allows for the residents in the Travis County portion of your ETJ to vote whether to include the area in the new district.

If your city was to not consent to the election for the new district, the election would still move forward, though without including the Travis County portion of your ETJ. If the election was successful, this would effectively remove fire protection from the areas that were not included in the new district.

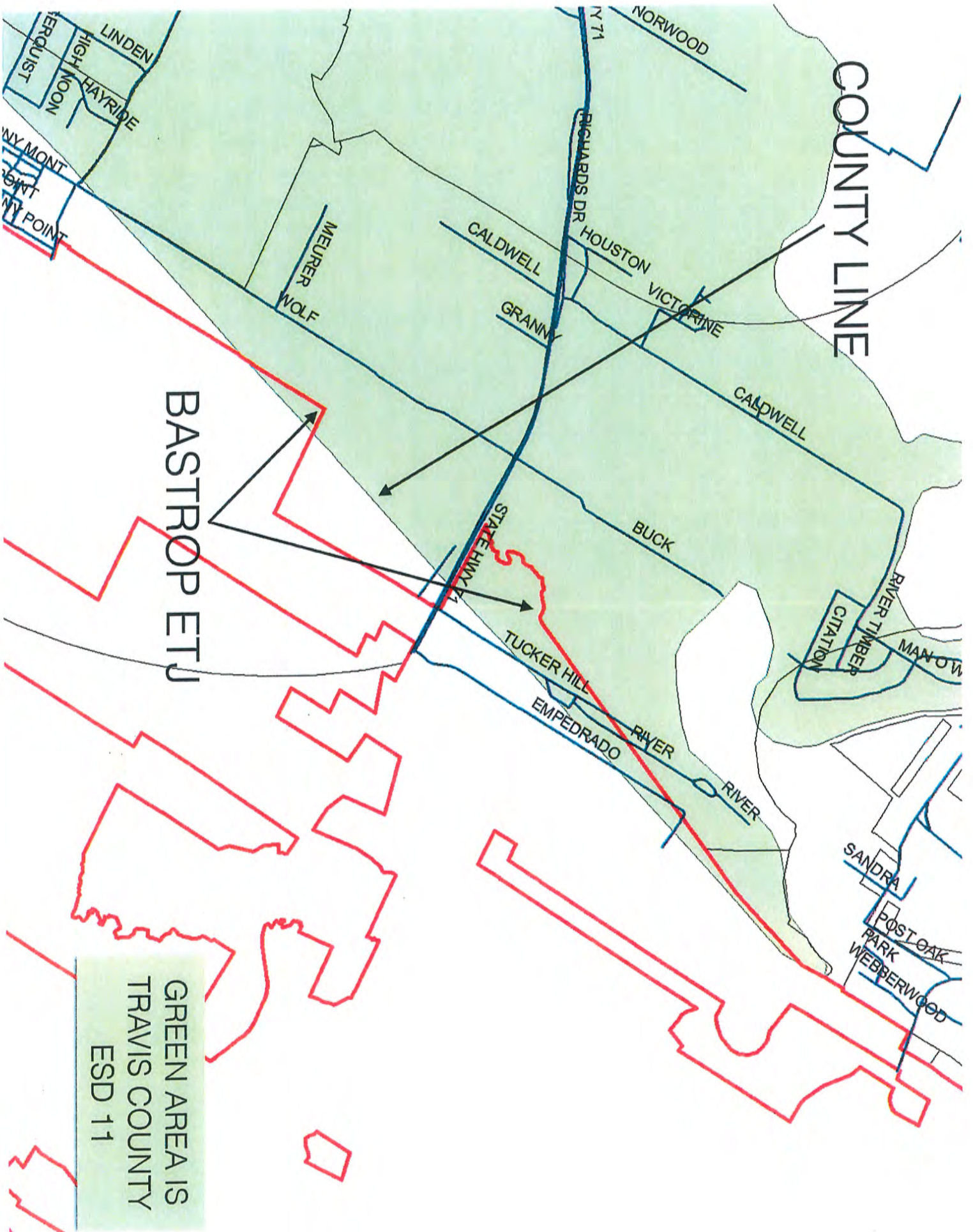
The general purpose of this letter is to put this information on your radar and keep you in the loop on what is taking place. I would hope that we might be able to schedule a face to face meeting in the coming weeks.

Lastly, due to the time line of this election the new district will need your city's consent in January 2017.

If you have any questions, please feel free to contact me directly at 512-563-4784.

01-24-2017

174

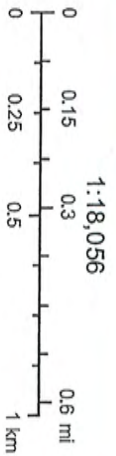




December 19, 2016

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

- Parcels
- Abstracts



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com

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CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/12/2017

MEETING DATE: 01/24/2017

1. Agenda Item: **DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION AUTHORIZING BASTROP POLICE DEPARTMENT TO APPLY FOR STORAGE SPACE UNDER THE BODY WORN CAMERA GRANT THROUGH THE BUREAU OF JUSTICE ASSISTANCE.**

2. Party Making Request: Steve Adcock, Public Safety Director.

3. Nature of Request: (Brief Overview)

The police department is in need of additional storage for storage of body worn video. This grant will be used to purchase the storage space. The City will be responsible for 25% match. The total dollar amount requested is \$15,000. The City will be required to pay \$3750.

4. Attachments: Yes X No _____

5. Motion Requested To approve the resolution that would allow the police department to apply for the body worn camera storage grant with the Bureau of Justice Assistance and the City will pay the 25% matching portion of the grant.

**CITY OF BASTROP
RESOLUTION NO. R 2017-03**

A RESOLUTION ESTABLISHING THE CITY OF BASTROP GIVES THE BASTROP POLICE DEPARTMENT PERMISSION TO APPLY FOR A GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE FOR FUNDING ASSISTANCE TO PURCHASE STORAGE FOR THE BODY WORN CAMERA PROGRAM.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Body Camera Storage Grant, be operated for the 2017 year; and

WHEREAS, the City of Bastrop agrees to provide 25% for the said project as required by the Bureau of Justice grant application; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the funds, The City of Bastrop assures that the funds will be returned to Bureau of Justice.

WHEREAS, the City of Bastrop designates Steve Adcock, Public Safety Director, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Bastrop approves submission of the grant application for the Body Camera Storage Grant to Bureau of Justice.

PASSED, AND ADOPTED by the City Council of the City of Bastrop on the 24th day of January, 2017.

APPROVED

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/09/2017

MEETING DATE: 01/24/2017

1. Agenda Item: **DISCUSSION AND POSSIBLE ACTION ON AWARDING A CONTRACT TO THE LOW BIDDER OF ROYCE CONSTRUCTION COMPANY INC. FOR THE REMODEL OF THE POLICE/COURT BUILDING. THE FOLLOWING BIDS WERE RECEIVED: ROYCE CONSTRUCTION-\$304,650, ICHOR CONSTRUCTION-\$323,146, GAEKE CONSTRUCTION-\$323,537, ASD CONSULTANTS-\$329,300, LMC CORPORATION-\$372,705, HCS INC-\$373,200, TEGRITY-\$385,331, ALLBRITE CONSTRUCTION-\$420,000, DON KRUGER CONSTRUCTION-\$431,000, LYNESS CONSTRUCTION-\$590,000**

2. Party Making Request: Steve Adcock, Public Safety Director.

3. Nature of Request: (Brief Overview)

Sealed bids were opened 12-5-17. Out of the 10 bids submitted, Royce Construction was the lowest bid by approximately \$20,000. Staff has reviewed his references. Mervin Fatter also has extensive knowledge about their quality of work and recommends this company.

4. Attachments: Yes X No _____

5. Motion Requested To accept the bid of Royce Construction Company Inc. in the amount of \$304,650 for the remodel of the police/court building.

Submit bids in compliance with Document 00100 - Instructions to Bidders. The Owner reserves the right to reject incomplete bid forms.

Name, Address & Phone Number of Bidder:

Name: ROYCE CONSTRUCTION COMPANY INC.

Address: 1801 WHIP O WILL
ROUND ROCK, TX 78681

Phone Number: 512-428-5330

Base Bid:

The Bidder will perform all Work in base bid required by the Contract Documents for the amount of:

(Numerical bid) \$ 260,600.00

(Written bid) TWO HUNDRED SIXTY THOUSAND SIX HUNDRED dollars

Calendar days to perform work: 90 calendar days.

Alternates:

Alternate No. 1: This Bidder submits an alternate price of \$ 32,650.00 to provide a 72' wide x ^{24'}22' long x 7' clearance full-cantilever style carport (8'9" wide x 18' long parking spaces) to cover parking and adjacent sidewalk.

Alternate No. 2: This Bidder submits an alternate price of \$ 11,400.00 to provide a ^{36'}72' wide x 18' long x 7' clearance full-cantilever style carport (8'9" wide x 18' long parking spaces) to cover parking only.

Unit Prices:

1. This Bidder submits a unit price of \$ 200.00 for each additional telephone outlet receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's request.
2. This Bidder submits a unit price of \$ 100.00 for each additional duplex electrical receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's request.
3. This Bidder submits a unit price of \$ 200.00 for each additional data (computer) receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's Request.

List major Subcontractors to be used on this project:

Electrical: SUPREME ELECTRICAL

(Bastrop Police Remodel Bid Form, Continued)

Mechanical: THERMAL MECHANICAL

Name of Superintendent: RONNIE TSCHATSCHULA

Submit resume of Superintendent with Bid.

By this Bid Form submittal, the Bidder affirms having visited the project site and has full knowledge of existing conditions, which affect the work.

By this Bid Form submittal, the Bidder affirms having reviewed all the Contract Documents including the following Addenda:

Submit qualifications statement on AIA Form A305, per Section 00 11 53.

By this bid form submittal, the bidder affirms having reviewed all referenced AIA Documents, as part of the Contract Documents.

Signed and sealed (Enter date, Bidder's signature and legal business address.)

Ronnie Schatschula ROYCE CONSTRUCTION CO, INC.
1801 WHIP O WILL
ROUND ROCK, TX 78681
1/5/2017

End of Document

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Marvin Townsend, Interim City Manager City of Bastrop

ADDRESS: 1311 Chestnut Street Bastrop, Texas 78602

SUBMITTED BY: Ronnie Tschatschula

NAME: Royce Construction Company Inc.

ADDRESS: 1801 Whip o Will Round Rock, Texas 78681

PRINCIPAL OFFICE: Same as above

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:

(2533789901)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 40

§ 1.2 How many years has your organization been in business under its present business name? 40

§ 1.2.1 Under what other or former names has your organization operated? None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 11/14/1977

§ 1.3.2 State of incorporation: Texas

§ 1.3.3 President's name: Royce Tschatschula

§ 1.3.4 Vice-president's name(s) Ronnie Tschatschula

§ 1.3.5 Secretary's name: Dorothy Tschatschula

§ 1.3.6 Treasurer's name: Dorothy Tschatschula

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Framing, Dry wall, Acoustical Ceiling, Doors, Frames, Hardware

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
NO

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract: \$ 0

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years: \$ 500,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Ronnie Tschatschula has been with Royce Construction for 40 years and acts as Superintendent, Project Manager, and also performs most of the companies self perform work. Royce Construction Co. Inc. only takes one project at a time and Ronnie Tschatschula is totally committed to that project entirely.

§ 4. REFERENCES

§ 4.1 Trade References:

Builders Gypsum	Sharise Beck	512-310-1240
Thermal Mechanical Contractors	Jim Brown	512-272-5162
Western Floors	Jerry Davis	512-459-8785

§ 4.2 Bank References:

Wells Fargo	M Martinez	512-794-2707
BBVA Compass	Ed Dowd	512-421-5751

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Suretec

§ 4.3.2 Name and address of agent: K & S Insurance 13205 Shady Mountain Road Leander, Texas 78641
Steven Searcey 512-614-0869

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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User Notes:

01-24-2017

(2533789001)

186

§ 5.1.3 Is the attached financial statement for the identical organization named on page one? Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes

§ 6. SIGNATURE

Ronnie Tschatschula

§ 6.1 Dated at this 5th day of January 2017

Name of Organization: Royce Construction Company Inc.

By: Ronnie Tschatschula

Title: Vice President

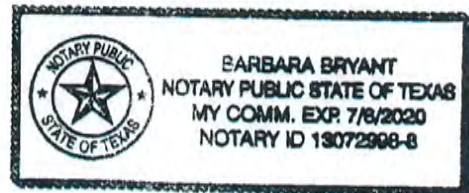
§ 6.2

RONNIE TCHATSCHULA being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of JANUARY 2017

Notary Public: *Barbara Bryant*

My Commission Expires: 07/08/2020



8:47 PM
 01/04/17
 Cash Basis

ROYCE CONSTRUCTION COMPANY, INC.
Balance Sheet
 As of January 4, 2017

	Jan 4, 17
ASSETS	
Current Assets	
Checking/Savings	
B BVA Round Rock 6704152297 (CD 2yeae @ 1025%)	51,882.39
BBVA 6702546468	18,704.61
BBVA Round Rock 6704071866 (CD 2Year at.25%)	56,145.12
BBVA6725275720	107,391.54
R Bank 10988	103,401.49
R Bank, Round Rock 10787	114,718.26
1000 · Wells Fargo Bank Texas. N. A. (Checking)	584,821.58
Total Checking/Savings	1,037,064.99
Other Current Assets	0.00
Total Current Assets	1,037,064.99
Fixed Assets	
1500 · Equipment (1999 1/2 ton Chev PU)	83,035.32
1510 · Reserve for Depreciation (Reserve for Depreciation)	-79,351.00
Total Fixed Assets	3,684.32
TOTAL ASSETS	1,040,749.31
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	0.00
Other Current Liabilities	
2100 · Payroll Liabilities	
2010 · Federal Withholding Tax (Withholding Tax)	711.00
2124 · FICA - Employee (FICA - Employee)	648.34
2125 · SS- Employee (SS Employee)	760.52
2134 · Medicare - Employee (Medicare - Employee)	151.61
2135 · Medicare - Company (Medicare Company)	162.35
2145 · FUTA - Company (FUTA Company)	-48.18
2150 · SUITX Company (SUITX Company)	143.00
Total 2100 · Payroll Liabilities	2,528.64
Total Other Current Liabilities	2,528.64
Total Current Liabilities	2,528.64
Total Liabilities	2,528.64
Equity	
Capital Stock (Capital Stock)	100,000.00
3900 · Retained Earnings (Retained Earnings)	2,136,084.98
3950 · Distributions to Stockholders	-1,310,348.52
Net Income	112,484.21
Total Equity	1,038,220.67
TOTAL LIABILITIES & EQUITY	1,040,749.31

**Bid Bond
SURETY DEPARTMENT**

Conforms with the American Institute of
Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, Royce Construction Company, Inc. as Principal hereinafter called the Principal, and SureTec Insurance Company a corporation created and existing under the laws of the State of Texas whose principal office is in Houston, TX as Surety, hereinafter called the Surety, are held and firmly bound unto City of Bastrop as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (**\$5% GAB**)

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Bastrop Police Station Remodel

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 5th day of January, 2017

Royce Construction Company, Inc.

(Principal)

By Royce Adreata (SEAL)

SureTec Insurance Company

(Surety)

By Jennifer Cisneros (SEAL)
Jennifer Cisneros Attorney-in-fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey, Robert J. Shuya,
Mistie Beck, Jeremy Barnett, Robert G. Kanuth, Jade Porter, Jennifer Cisneros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of August, A.D. 2015

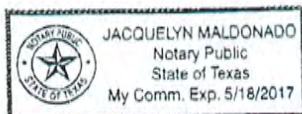
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 3rd day of August, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of January, 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Table B All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Date of Completion	% of work completed with Own Forces	Liquidated Damages (Yes or No)
1 Renovations at St Elmo Elementary	AISD	Michael Mann 414-8943	Studio D Consulting + Design	Brandi McDaniel 512-657-8946	\$642,000	\$78,225.77	\$720,225.77	8/16	25	No
2 Additions and Renovations at Harris Elementary	AISD	Bruce Davis	Haddon & Cowan	Crystal Coppinger 512-374-9120	\$705,000	\$52,058.38	\$757,058.38	3/16	35	No
3 A/V Studio Renovations at Eastside Memorial	AISD	Ponciano Morales	KGA Architecture	Bill Somyak 512-441-8200	\$224,000	\$120,830	\$344,830	8/15	40	No
4 Kitchen Serving Lines at Travis High	AISD	Debra James 414-8952	Encotech Engineering	Grant Johnson 512-338-1101	\$455,000	\$6,781	\$461,781	8/12	10	No
5 HVAC Renovations at Doss Elementary	AISD	Bill McClure 785-6992	Hartunian Engineering	Vigain Hartunian 454-2788	\$174,000	(1,132)	\$172,868	7/11	15	No
6 Renovations to Doss, O'Henry and Mendez	AISD	Craig Estes 414-8954	KGA Architecture	Audrey Werneke 441-8200	\$121,500	\$2,790	\$124,290	7/11	10	No
Total Value of All School Projects Completed in the Past 8 Years:					\$5,322,577					

General Contractor		Base Bid	Alt 1 Bid	Alt 1 Combined	Alt 2 Bid	Total Bid	Calendar Days
<i>(Ranking Lowest Overall Bid to Highest Overall Bid)</i>							
1	Royce Construction Company	260,600	32,650	293,250	11,400	304,650	90
2	<i>Ichor Construction, Inc.</i>	239,314	42,401	281,715	41,431	323,146	120
3	Gaeke Construction Company, Inc.	282,000	26,677	308,677	14,860	323,537	120
4	<i>ASD Consultants, Inc.</i>	302,000	18,500	320,500	8,800	329,300	90
5	LMC Corporation	321,022	34,143	355,165	17,540	372,705	90
6	<i>HCS Inc Commercial General Contractor</i>	296,800	38,200	335,000	38,200	373,200	90
7	Tegrity Contractors, Inc.	327,777	39,777	367,554	17,777	385,331	85
8	<i>Allbrite Construction</i>	346,000	49,000	395,000	25,000	420,000	90
9	Don Kruger Construction Company	367,000	39,000	406,000	25,000	431,000	125
10	<i>Lyness Construction LP</i>	513,000	46,000	559,000	31,000	590,000	90-120

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/11/2017

MEETING DATE: 01/24/2017

1. Agenda Item: **DISCUSSION AND POSSIBLE ACTION ON APPROVING THE POLICE DEPARTMENT TO APPLY FOR A GRANT THROUGH THE OFFICE OF THE GOVERNOR TO STAFF THE AUSTIN REGIONAL INTELLIGENCE CENTER.**

2. Party Making Request: Steve Adcock, Public Safety Director.

3. Nature of Request: (Brief Overview)

The police department would like to apply for a grant through the Office of the Governor to pay for officers to staff the Austin Regional Intelligence Center located in Austin. The grant requires no matching funds on the cities part. We will be asking for approximately \$31,000 to cover the officers overtime in order to staff the center one day a week.

4. Attachments: Yes X No _____

5. Motion Requested To approve the resolution that will allow the police department to apply for a grant through the Office of the Governor to staff the Austin Regional Intelligence Center in the amount of \$31,000.

**CITY OF BASTROP
RESOLUTION NO. R 2017-04**

**A RESOLUTION ESTABLISHING THE CITY OF BASTROP GIVES THE BASTROP
POLICE DEPARTMENT PERMISSION TO APPLY FOR A GRANT FROM
HOLELAND SECURITY FOR FUNDING ASSISTANCE TO STAFF THE AUSTION
REGIONAL INTELLIGENCE CENTER.**

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Austin Regional Intelligence Center/Bastrop Assistance, be operated for the 2017 year; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Bastrop assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Bastrop designates Steve Adcock, Public Safety Director, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Bastrop approves submission of the grant application for the Austin Regional Intelligence Center/Bastrop Assistance to the Office of the Governor.

PASSED, AND ADOPTED by the City Council of the City of Bastrop on the 24th day of January, 2017.

APPROVED

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 1.17.2017

MEETING DATE: 1.24.2017

1. Agenda Item: **CONSIDERATION AND POSSIBLE ACTION APPROVING THE SOLICITATION OF BIDS FOR THE REMOVAL OF THE RADIO TOWER LOCATED AT MAYFEST PARK.**

2. Party Making Request: DIRECTOR OF PW, PARKS, & UTILITIES- TREY JOB

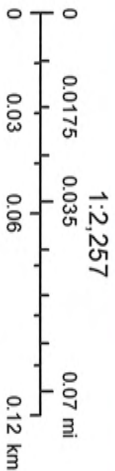
3. Attachments: Yes X No

Tower location



January 17, 2017

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries



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Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com
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CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 01/017/2017

MEETING DATE: 01/24/2017

1. FIRST READING OF AN ORDINANCE REVISING THE CITY CODE OF ORDINANCES, CHAPTER 12 - ESTABLISHING A THREE-HOUR PARKING TIME LIMIT ON MAIN STREET AND STRIKING THE PORTION OF PARKING ON CHESTNUT STREET THAT IS NO LONGER APPLICABLE; AND ESTABLISHING AN EFFECTIVE DATE.

2. Party Making Request: Steve Adcock, Public Safety Director.

3. Nature of Request: (Brief Overview)

Per the Council's request, updating the ordinance allowing for the creation of a three-hour parking time limit on Main Street from Farm Street to Walnut Street in designated three-hour parking slots and removing the outdated language of restricted parking on Chestnut Street.

4. Attachments: Yes No

5. Motion Requested To approve the updated amendments to the Bastrop City Code, Chapter 12.06.004 and 12.06.011

ORDINANCE NO. 2017-05

AN ORDINANCE TO AMEND BASTROP CITY CODE, CHAPTER 12 – TRAFFIC AND VEHICLES, ARTICLE 12.06 – STOPPING, STANDING AND PARKING (SPECIFICALLY SECTIONS 12.06.004 AND 12.06.011) TO CHANGE TWO-HOUR PARKING TO THREE-HOUR PARKING IN THE CENTRAL DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

That the Bastrop City Code, Chapter 12, Article 12.06.004 and Article 12.06.011 be amended to read as follows:

Sec. 12.06.004 - Restricted parking zones.

- (a) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than three (3) consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., except Sundays and business holidays, in the following areas:
- (1) On the east side of Main Street from Farm Street south through 803 Main Street.
 - (2) On the west side of Main Street from Farm Street south through 900 Main Street.
 - (3) On both sides of Spring Street in the 700 block from Main Street to Water Street.
 - (4) On the south side of Spring Street in the 600 block from Main Street to Alley A.
 - (5) On the north side of Pine Street in the 700 block from Main Street through Water Street.
 - (6) On the south side of Pine Street in the 700 block from Main Street through Water Street.
 - (7) On the east side of Pecan Street from the point of its intersection with Chestnut Street to its intersection with Walnut Street.
- (b) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than fifteen (15) consecutive minutes between the hours of 8:00 a.m. and 5:00 p.m., except Sundays and business holidays, in the following areas:
- (1) Central business district.
- (c) When signs are erected giving notice thereof, no person shall park a vehicle in a zone which is officially marked as a zone for physically handicapped persons unless that vehicle is marked with a device showing that a disabled person is being transported therein.
- (d) Upon conviction of violations of this section, violators will be fined as provided in section 1-24-2097 of this code.

Sec. 12.06.011 - Parking enforcement volunteers.

- (a) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.004 of the code of the city, and the parking laws of the state or the city, notwithstanding other provisions of the traffic laws. The term parking enforcement volunteers shall include all personnel designated by the Chief of Police as having the authority to issue parking citations as part of their job functions, regardless of job title.
- (b) That the Chief of Police shall have the authority and sole discretion to appoint and/or remove any person, with consideration given to the recommendations from the fire chief when related to enforcement under section 5.07.004, who is a citizen of the United States to issue citations for any vehicle found to be illegally parked in either:
- (1) A three-hour parking space; or
 - (2) A parking area designated for the exclusive use of vehicles transporting persons with disabilities in the city, pursuant to V.T.C.A. Transportation Code, §§ 52.202 and 681.0101; or
 - (3) A designated and marked fire lane, only for parking fire department volunteers enforcing laws under section 5.07.004; and
 - (4) All other applicable law(s).
- (c) That each parking enforcement volunteer appointed pursuant to this article shall complete an application, and satisfactorily complete a course of training related to parking enforcement pursuant to this section, to be developed and conducted by the Chief of Police, or his designee.
- (d) That the application required by subsection (c) of this section shall show the correct name, current address and telephone number of the applicant. The Chief of Police, or his/her designee, is specifically authorized to require additional information from the applicant. Upon receipt of the application required by subsection (c) of this section, the Chief of Police will then make the final decision regarding the application.
- (e) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.001 of the Code of Ordinances of the city, or found to be stopped, standing or parked in violation of the V.T.C.A. Transportation Code, ch. 681 (disabled/handicapped parking) and/or the fire code, in the same manner as any law enforcement officer of the state or county or municipality of the state, subject to the following limitations:
- (1) No parking enforcement volunteer shall be deemed a peace officer, nor receive any compensation from the city while in the capacity of a parking enforcement volunteer.
 - (2) No parking enforcement volunteer shall be required to complete training as a peace officer.
 - (3) No parking enforcement volunteer shall have the power or duty to enforce any traffic or civil or criminal laws, other than those specifically identified herein.
 - (4) No parking enforcement volunteer shall possess or carry firearms or other weapons for the purpose of enforcing the parking law(s).

Passed and Approved on First Reading on this 24th day of January, 2017

Passed and Adopted on Second Reading on this _____ day of _____, 2017

APPROVED

ATTEST

Ken Kesselus, Mayor

Ann Franklin, City Secretary

Sec. 12.06.004 - Restricted parking zones.

- (a) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than ~~two (2)~~ **three (3)** consecutive hours, between the hours of 8:00 a.m. and ~~6:00~~ **5:00** p.m., except Sundays and business holidays, in the following areas:
- (1) On the east side of Main Street from Farm Street south through ~~804~~ **803** Main Street.
 - (2) On the west side of Main Street from Farm Street south through 900 Main Street.
 - (3) On both sides of Spring Street in the 700 block from Main Street to Water Street.
 - (4) On the south side of Spring Street in the 600 block from Main Street to Alley A.
 - ~~(5) On the north side of Chestnut Street in the 700 block from Main Street to the alley between the Odiorne Building and the Mitchell Building.~~
 - ~~(6) On the south side of Chestnut in the 700 block from Main Street through 715 Chestnut (Maynard-McMurrey Building).~~
 - ~~(7) On the north side of Chestnut in the 600 block from Main Street to Alley A.~~
 - ~~(8) On the south side of Chestnut in the 600 block from Main Street to Alley A.~~
 - ~~(9)~~(5) On the north side of Pine Street in the 700 block from Main Street through Water Street.
 - ~~(10)~~(6) On the south side of Pine Street in the 700 block from Main Street through ~~Main~~ **Water** Street.
 - ~~(11)~~(7) On the east side of Pecan Street from the point of its intersection with Chestnut Street to its intersection with Walnut Street.
- (b) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than fifteen (15) consecutive minutes between the hours of 8:00 a.m. and ~~6:00~~ **5:00** p.m., except Sundays and business holidays, in the following areas:
- (1) ~~Designated fifteen-minute parking spaces in front of city hall~~ **Central business district.**
- (c) When signs are erected giving notice thereof, no person shall park a vehicle in a zone which is officially marked as a zone for physically handicapped persons unless that vehicle is marked with a device showing that a disabled person is being transported therein.
- (d) Upon conviction of violations of this section, violators will be fined as provided in section 1.01.009 of this code.

(1995 Code, § 10.604; Ord. No. 2006-31, 11-14-06)

Sec. 12.06.011 - Parking enforcement volunteers.

- (a) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.004 of the code of the city, and the parking laws of the state or the city, notwithstanding other provisions of the traffic laws. The term parking enforcement volunteers shall include all personnel designated by the Chief of Police as having the authority to issue parking citations as part of their job functions, regardless of job title.
- (b) That the Chief of Police shall have the authority and sole discretion to appoint and/or remove any person, with consideration given to the recommendations from the fire chief when related to enforcement under section 5.07.004, who is a citizen of the United States to issue citations for any vehicle found to be illegally parked in either:
- (1) A ~~two-hour~~ three-hour parking space; or
 - (2) A parking area designated for the exclusive use of vehicles transporting persons with disabilities in the city, pursuant to V.T.C.A. Transportation Code, §§ 52.202 and 681.0101; or
 - (3) A designated and marked fire lane, only for parking fire department volunteers enforcing laws under section 5.07.004; and
 - (4) All other applicable law(s).
- (c) That each parking enforcement volunteer appointed pursuant to this article shall complete an application, and satisfactorily complete a course of training related to parking enforcement pursuant to this section, to be developed and conducted by the Chief of Police, or his designee.
- (d) That the application required by subsection (c) of this section shall show the correct name, current address and telephone number of the applicant. The Chief of Police, or his/her designee, is specifically authorized to require additional information from the applicant. Upon receipt of the application required by subsection (c) of this section, the Chief of Police will then make the final decision regarding the application.
- (e) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.001 of the Code of Ordinances of the city, or found to be stopped, standing or parked in violation of the V.T.C.A. Transportation Code, ch. 681 (disabled/handicapped parking) and/or the fire code, in the same manner as any law enforcement officer of the state or county or municipality of the state, subject to the following limitations:
- (1) No parking enforcement volunteer shall be deemed a peace officer, nor receive any compensation from the city while in the capacity of a parking enforcement volunteer.

- (2) No parking enforcement volunteer shall be required to complete training as a peace officer.
- (3) No parking enforcement volunteer shall have the power or duty to enforce any traffic or civil or criminal laws, other than those specifically identified herein.
- (4) No parking enforcement volunteer shall possess or carry firearms or other weapons for the purpose of enforcing the parking law(s).
- ~~(5) No parking enforcement volunteer shall be entitled to any indemnification from the state, the county, or the city for any injury or property damage sustained as a result of enforcement activities. Each parking enforcement volunteer shall specifically acknowledge that such parking enforcement volunteer has no rights to any claim of injury or property damage resulting from parking enforcement activities.~~
- ~~(6) No government, agency, department or officer of the state, the county or the city shall be liable or accountable for any act or omission of any person appointed to issue parking citations pursuant to this section. Each parking enforcement volunteer shall specifically hold harmless the city, its employees, officers, and agents, from liability for any such act or omission by such parking enforcement volunteer.~~

(Ord. No. 2010-11, 4-27-10)

CITY COUNCIL

AGENDA COVER SHEET

DATE BUSMITTED: January 17, 2017

MEETING DATE: January 24, 2017

1. Agenda Item: **FIRST READING OF AN ORDINANCE CONTRACTUALLY ANNEXING TRACT I AND TRACT II, TRINIDAD BUSINESS PARK TO THE CITY OF BASTROP AND PROVIDING AN EFFECTIVE DATE. (January 10, 2017 Council meeting Item D.8:** Recommendation that the annexation process be completed regarding Trinidad Business Park Phase I, Lots 1 AND 2, being an approximately 8 acre Tract on the south side of highway 71 west of its intersection with FM 20. Public hearings were held on September 27, 2011 and October 11, 2011. On October 24, 2011, Mr. Richard Welch and Mr. Jason Alleyas the owners of the above described property, presented an executed contract for voluntary annexation with such voluntary annexation to occur no sooner than 3 years after the 2011 annexation was completed. The 2011 annexation was effective on November 8, 2011, the service plan presented in 2011 is still timely.)

2. Party Making Request: **Interim City Manager, Marvin Townsend**

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____

ORDINANCE NO. 2017-04

**AN ORDINANCE CONTRACTUALLY ANNEXING TRACT 1 AND TRACT II,
TRINIDAD BUSINESS PARK TO THE CITY OF BASTROP AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Trinity Development, LLC, A Texas Limited Liability Company, the owners of tracts 1 and 2 Described on Exhibit A, agreed on October 25, 2011 to the voluntary annexation of Tracts 1 and 2 no sooner than three years after the City's 2011 Annexation program Exhibit A and;

WHEREAS, the required public hearings were held by the Bastrop City Council on September 27, 2011 and October 11, 2011;

WHEREAS, the 2011 Annexation Program was completed by City Council adoption of Ordinance 2011-27 on November 8, 2011;

WHEREAS, it is timely and appropriate that Tracts 1 and 2 be voluntarily annexed to the City of Bastrop

NOW THEREFORE, THE CITY COUNCIL OF BASTROP HEREBY FINDS THAT ALL REQUIRED STEPS HAVING BEEN COMPLETED:

Tract 1: Trinidad Business Park, Phase I, Lot 2 containing 6.26 acres identified in 2011 by the Bastrop Central Appraisal District as parcel R23168 and;

Tract 2: Trinidad Business Park, Phase I, Lot 1 containing 0.834 acres, identified in 2011 by the Bastrop Central Appraisal District as parcel R23176

are hereby annexed to the City of Bastrop, effective immediately after the second reading of this ordinance and its caption having been published in the City's official paper, the Bastrop Advertiser

The City Secretary is hereby directed to file with the Comptroller's Office of the State of Texas and the County Clerk of Bastrop Texas, a certified copy of this ordinance, including all Exhibits.

READ and ACKNOWLEDGED on First Reading on the 24th day of January, 2017.

PASSED and APPROVED on Second Reading on the ____ day of ____ 2017.

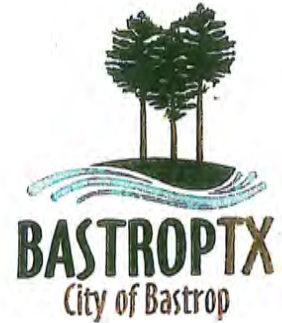
APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

COPY



Mr. Alan David McMurry
General Manager
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, TX 78602

Dear Mr. McMurry:

While reviewing the platting process related to an annexation issue, I became aware of the attached plat note, Exhibit A, that has apparently been placed on plats proposed to be served by Aqua. I do not know the relevance of the note or its purpose.

The standards to be met for water service approval for platting purposes are set forth in section 212.010 of the Texas Local Government Code. The City of Bastrop's general plan conditions are set forth in the platting section of the City's Code on enclosed page CD 10:66. The requirements apply within the city and its extraterritorial limits. The developer has the obligation to submit plans and specifications meeting Bastrop's standards. If Aqua is intending to serve the subdivision or the lots involved in the plats, the submitted plans must also meet Aqua's standards. In any event, these requirements can be enforced by injunctive relief and any official as described in section 212.012 is prohibited from connecting utilities until the property has been platted and required water service constructed. In addition, section 212.012 makes the illegal connection of water service prior to plat approval a Class C misdemeanor (section 212.012).

I have instructed the Engineering and Planning Department to explain the requirements involved to owners, engineers, and surveyors, cease any use of the plat note set forth in Exhibit A, and establish whatever reporting and enforcing procedures maybe necessary to obtain compliance. If any code revisions are needed to enable the use of bonds or other types of assurances, please let me know what is needed.

Thanks.

Sincerely,

A handwritten signature in black ink that reads "R. Marvin Townsend".

R. Marvin Townsend
City Manager

As of the date indicated below, Aqua Water Supply Corporation has not agreed to provide water supply service to this subdivision because the subdivision has not complied with the Tariff of Aqua Water Supply Corporation, including specifically the Rules and Regulations Concerning Aqua's Service to Subdivisions. Under the Aqua Tariff, retail water service is not available to any lot in a subdivision that is not in compliance with all of such rules and regulations, including the payment of applicable fees. No lot in this subdivision will be eligible to receive retail water service from Aqua's distribution system until the subdivision fully complies with all of the provisions of Aqua's Tariff, including the Rules and Regulations Concerning Aqua's Service to Subdivisions.

Alan David McMurry
General Manager
Aqua Water Supply Corporation

Date: _____

Exhibit A

COPY



Mr. Alan David McMurry
General Manager
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, TX 78602

Re: Annexation of Tracts 1 and 2, Trinidad Business Park

Dear Mr. McMurry:

On October 24, 2011, the City of Bastrop entered into a voluntary annexation agreement with the owner of a 2 lot subdivision known as Trinidad Business Park. That annexation agreement included the consent of the owner to annexation at any time after October 26, 2014. The Planning Department files indicate a plat of Trinidad Business Park, Phase I signed by the Mayor on November 25, 2008. This plat includes Lot 1 and identifies the balance of the tract as Future Development (Phase II). If there is a later plat of the 6.260 acres future development, the city staff has not been able to locate a copy. If the balance of the tract has not been platted, service to that tract would not be legal, but this question is not the main inquiry of this letter.

Assuming Lot 2 of Phase I or Lot 1 of Phase II has been finally platted, and plat notes are the same as on the Phase I plat, I need to address several concerns:

1. Note 1 states water is to be provided by Aqua Water Supply Corporation. Note 28 acknowledges the subdivision is within the city's extraterritorial limits. Note 15 states that all subdivision permits shall comply with City of Bastrop standards. City of Bastrop standards set forth pipe specifications and require both fire hydrants and fire flow availability. There is no issue over the ability of Aqua to require higher standards for water service than the standards set by the city, but I am not aware of any legal interpretations that would allow water taps to be approved with water facilities built to a lower standard than that imposed by Bastrop's requirements in its extraterritorial limits. (see enclosed section 5.100)
2. If you are aware of a second plat concerning Trinidad Business Park, please provide a copy of that plat or recording information so we can obtain a copy.

3. Please indicate the service Aqua is providing to the 2 tracts. If this service does not include a fire hydrant or platting required fire flow, please indicate what type of waiver of the City of Bastrop's standards was granted.

Since the city limits surround this tract on all sides and September 26, 2014 is now history, I need to bring this voluntary annexation to the City Council for acceptance in the near future.

Please call if we need to meet to discuss this request. Thank you for your assistance.

Sincerely,



R. Marvin Townsend
City Manager

5.100 WATER SYSTEM

The subdivider shall provide all water lines necessary to properly serve each lot of the subdivision and insure that existing, and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The subdivider shall bear all costs for extending water service from existing City water lines to the subdivision. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The subdivider shall submit a certificate to the Director of Planning and Development certifying that the system has been designed in accordance with the current requirements of the State regulatory agency and the City of Bastrop.

5.100.1 Water Lines: Piping for water mains and connections shall be ductile iron, or AWWA C900 polyvinyl chloride pipe. Service piping shall be copper for all commercial services and polyethylene for all residential services as approved by the City Engineer. All pipe and fittings shall be new and unused. All pipe and fittings shall conform to the latest standards of the American Water Works Association.

- A. The minimum size water lines to be installed shall be six (6) inches in diameter.
- B. When recommended by the City Engineer and approved by the City Council and so noted in the preliminary plat or final plat review, larger lines shall be installed.

5.100.2 Threading: Threading on fire hydrant outlets shall be the National Standard Hose Threads.

5.100.3 Valves: At intersections of water distribution lines, the number of valves shall be one less than the number of radiating lines (two valves for tee connection and three for cross connection). Valves shall be located at the P.C. or P.T. of the nearest property line. All valves shall conform to the latest standards of the American Water Works Association.

5.100.4 Fire Hydrants: Fire hydrants will be provided at a maximum spacing of six hundred (600) feet in residential areas and three hundred (300) feet in commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with six (6) inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.

5.110 ON-SITE WASTEWATER SYSTEMS

Septic tanks will not be permitted within a Standard Subdivision.

5.120 STREET LIGHTING

Street lighting shall be provided by the developer and shall be coordinated with the City of Bastrop electrical department or their representative. Lighting levels shall be as recommended for very light traffic in residential areas; medium traffic on feeder streets; and heavy traffic on thoroughfares.

**ANNEXATION AGREEMENT
VOLUNTARY PETITION FOR FUTURE ANNEXATION OF TERRITORY**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Annexation Agreement and Petition for Future Voluntary Annexation of territory ("Agreement") is between the City of Bastrop ("City"), a home rule city located in Bastrop County, Texas and Trinidad Development, LLC, a Texas limited liability company and Trinidad Properties, LLC, a Texas limited liability company, the Tracts 1 and 2 owner ("Tract 1 and 2 Owner") described on Exhibit A ("Tracts 1 and 2" and/or "Property for Future Annexation"), and Jason Alley, the owner of the Property to be annexed in October 2011 "2011 Annexation Owner") described on Exhibit B ("Property for 2011 Annexation"), with all owners to be collectively referred to herein as "Owners".

RECITALS

WHEREAS, all of the property described on Exhibits A and B is located within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Section 43.051 of the Texas Local Government Code empowers the City to annex areas in the City's extraterritorial jurisdiction, including Tracts 1 and 2 and/or the Property for 2011 Annexation; and

WHEREAS, the City is currently in the process of annexing both Tracts 1 and 2 and the Property for 2011 Annexation; and

WHEREAS, the 2011 Annexation Owner and Tract 1 and 2 Owner have granted consent to the City's annexation of the Property for 2011 Annexation, as well as for the future Annexation of Tracts 1 and 2 as set forth herein, and Owners hereby waive any and all claims, causes, challenges or contests thereto, in return for the City's agreement that the future annexation of Tracts 1 And 2 will be done by the City, in accord with State law, no sooner than on or before October 26, 2014.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION ACKNOWLEDGED BY ALL PARTIES HERETO, THE OWNERS AND THE CITY HEREBY AGREE, AS FOLLOWS:

1. The facts and recitations contained in the preamble of this Agreement are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.
2. In consideration of the 2011 Annexation Owner's consent to the immediate and uncontested annexation of the Property for 2011 Annexation, the Tracts 1 and 2 Owner of hereby irrevocably and voluntarily petitions the City to annex Tracts 1 and 2, pursuant to procedures set forth in State law but without the need of future action by the Tract 1 and 2 Owner, with such future annexation to occur no sooner than three years after the date that the Property for 2011

Annexation is annexed into the City's corporate limits, or no sooner than October 26, 2014, whichever occurs last.

3. The Owners agree and acknowledge that this Agreement and Petition for Future Voluntary Annexation is binding on all heirs, assigns, successors in interest to the Owners, and further that it is irrevocable unless otherwise agreed to by the City, in writing.

CITY OF BASTROP

By: Michael H. Talbot
Name: Michael H. Talbot
Title: City Manager
Date: 10-25-11

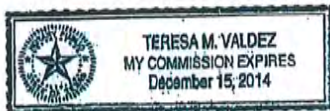
ATTEST

By: Teresa Valdez
Name: Teresa Valdez
Title: City of Bastrop Secretary

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this 25th day of October, 2011, by Michael Talbot, City Manager of City of Bastrop, Texas on behalf of City.

Teresa Valdez
Notary Public - State of Texas



Tract 1 Owner:

Trinidad Development LLC, a Texas limited liability company

By: *Richard Welch*
Name: Richard Welch
Title: Member
Date: 10-24-11

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this 24TH day of OCTOBER, 2011, by Richard Welch, a Member of Trinidad Development LLC, a Texas limited liability corporation.



Traci H Chavez

Notary Public - State of Texas

Tract 2 Owner:

Trinidad Properties LLC, a Texas limited liability company

By: *Richard Welch*
Name: Richard Welch
Title: Member
Date: 10-24-11

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this 24TH day of OCTOBER, 2011, by Richard Welch, a Member of Trinidad Properties LLC, a Texas limited liability corporation.



Traci H Chavez

Notary Public - State of Texas

Property to be Annexed Owner:

Jason Alley, an individual

By: [Signature]
Name: Jason Alley
Title: Owner
Date: 10-25-11

STATE OF TEXAS

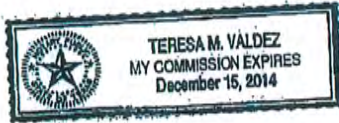
COUNTY OF BASTROP

§
§
§

This instrument was acknowledged before me this 25th day of October, 2011,
by Jason Alley, owner of Property to be Annexed.

[Signature]

Notary Public - State of Texas



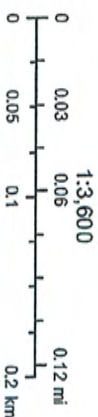
Trinidad Prop Use

Trinidad Development



- December 19, 2016
- Parcels
 - Abstracts

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.