

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF TOM SCOTT TO PLACE 5 ON THE FAIRVIEW CEMETERY ADVISORY BOARD WITH A TERM OF 2016 - 2019.**

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:



8-15-16

# CITY OF BASTROP

City Secretary's Office  
1311 Chestnut Street  
Bastrop, Texas 78602  
(512) 332-8800

<http://www.cityofbastrop.org>

## Application for City Board/Commission/Committee Please Print or Type Clearly.

New Appointment:

Request for Re-Appointment:

### SECTION A: APPLICANT INFORMATION

Last Name	SCOTT		First	TOM		Middle	
Street Address	907 PINE			Mailing Address	907 PINE ST		
Apt/Unit #	City	BASTROP	State	TX	ZIP Code	78602	
Phone	(512) 581-2715		E-mail Address	tscott5@austin.m.com			
Date Available	I have lived in Bastrop 30 years.			Place of Employment	RETIRED		
Have you filed an application here before?				YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?	
Have you ever been convicted of a crime?				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?	
Do you reside within the City Limits of Bastrop?				YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Currently Employed	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

*Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.*

### SECTION B: REFERENCES

Please list three professional references.

Full Name	KEN AUMBRISTER	Relationship	FELLOW BOARD MEMBER
Company	FRONTIER BANK OF TEXAS	Phone	(512) 217-9204
Full Name	BILL CUMMINGHAM	Relationship	FORMER BOSS
Company	UNIV. OF TEXAS	Phone	(512) 232-7540
Full Name	VONNE PRITCHARD	Relationship	FORMER ASSOCIATE
Company	CITY OF BASTROP	Phone	( ) -

### SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

No

What qualifies you to serve on the board(s) you are applying for?

COMMON SENSE & COMMITMENT TO MY COMMUNITY.

Why do you want to serve on the board(s) you are applying for?

I ENJOY SERVICE TO THE PEOPLE OF BASTROP.

**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

<input type="checkbox"/> Bastrop Parks Board	<input type="checkbox"/> Bastrop Economic Development Corporation	<input type="checkbox"/> Bastrop Housing Authority
<input type="checkbox"/> Planning and Zoning Commission	<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Construction Standards Board of Adjustments
<input type="checkbox"/> Main Street Advisory Board	<input type="checkbox"/> Fairview Cemetery Advisory Board	<input type="checkbox"/> Art in Public Places Board
<input type="checkbox"/> Hunters Crossing Local Government Corporation Board	<input type="checkbox"/> Bastrop Library Board ( <input type="checkbox"/> City Resident / <input type="checkbox"/> BISD Area Resident)	
<input type="checkbox"/> Automated Red Light Advisory Committee	<input type="checkbox"/> Other: <b>FAIRVIEW CEMETERY BD.</b>	

<input type="checkbox"/> Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under.
	<input type="checkbox"/> Architect, Planner, Designer
	<input type="checkbox"/> Licensed Real Estate Professional
	<input type="checkbox"/> Own Commercial Historic Structure/Property
	<input checked="" type="checkbox"/> Own Residential Historic Structure/Property
	<input checked="" type="checkbox"/> General Resident of City of Bastrop
	<input type="checkbox"/> Planning and Zoning Member
<input checked="" type="checkbox"/> Bastrop County Historic Society Member	

**DISCLAIMER AND SIGNATURE**

- It is understood and agreed upon that any misrepresentation by me on this application will be sufficient cause for cancellation of this application and/or separation from the board/commission/committee.
- I give the City of Bastrop the right to investigate all references and to secure additional information about me, if related. I hereby release from liability the City of Bastrop and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information.
- This application is kept on active file at the City Secretary's Office for 1 year. At the conclusion of this time, if I have not heard from the City Secretary and still wish to be considered for a board/commission/committee, it will be necessary to fill out a new application.
- I understand that just as I am free to resign at any time, the City of Bastrop reserves the right to terminate my status as member at any time, with or without cause and without prior notice. I understand that no representative of the City of Bastrop has the authority to make any assurances to the contrary.
- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature <b>Tom Scott</b>	Date <b>8/14/16</b>
----------------------------	---------------------

**WRITTEN NOTICE**

A hardcopy of this application with the original signature must be printed and mailed to be officially accepted for a board/commission/committee. Please return by mail or in person to:

City of Bastrop, TX  
 City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602

**OFFICE USE ONLY**

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

**CEMETERY ADVISORY BOARD**

CAB members are tasked with assisting the City in recommending rules concerning the use, care, control management and protection of the City's cemetery and advising the City on issues related to the proper conduct of cemetery business of the Fairview Cemetery.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

I have, or one of my relatives\* has, a financial interest in the Fairview Cemetery.

Who: \_\_\_\_\_ Relationship: \_\_\_\_\_

I OWN A CEMETERY PLOT, BUT NO OTHER PROPERTY NEARBY.

I have, or one of my relatives\* has, an interest in real property that is connected to or otherwise near or adjacent to, or that is potentially related to the City's Cemetery.

Who: \_\_\_\_\_ Relationship: \_\_\_\_\_

Where is Related Property: \_\_\_\_\_

I OWN A CEMETERY PLOT, BUT NO OTHER PROPERTY NEARBY.

I work for or own, or a relative\* works for or owns, a company that designs, produces and/or sells funeral services, equipment or related products in Bastrop County.

Who: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Position held: \_\_\_\_\_ How long employed: \_\_\_\_\_

\*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Tom Scott

Signature

TOM SCOTT

Printed Name

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **APPROVAL OF THE SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CITY CODE, CHAPTER 7, ARTICLE 7.01, SECTION 7.01.10, RELATED TO MUNICIPAL COURT PROSECUTIONS BY CITY ATTORNEY(S); CHAPTER 9, ARTICLE 9.04, RELATED TO APPOINTMENT AND POWERS AND DUTIES OF THE CITY ATTORNEY; AND CHAPTER 11, ARTICLE 11.04, SECTION 11.04.008, RELATED TO CITY ATTORNEY'S AUTHORITY TO BRING SUIT TO COLLECT THE TAX IMPOSED BY THE CITY; REPEALING CONFLICTING ORDINANCES; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:

ORDINANCE NO. 2016 - 16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CITY CODE, CHAPTER 7, ARTICLE 7.01, SECTION 7.01.10, RELATED TO MUNICIPAL COURT PROSECUTIONS BY CITY ATTORNEY(S); CHAPTER 9, ARTICLE 9.04, RELATED TO APPOINTMENT AND POWERS AND DUTIES OF THE CITY ATTORNEY; AND CHAPTER 11, ARTICLE 11.04, SECTION 11.04.008, RELATED TO CITY ATTORNEY'S AUTHORITY TO BRING SUIT TO COLLECT THE TAX IMPOSED BY THE CITY; REPEALING CONFLICTING ORDINANCES; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

---

**WHEREAS**, pursuant to its authority granted by the State of Texas, the City Council, acting in the best interest of the financial status of the City, has determined that a revision to the City's Code of Ordinances should be made, as set forth below.

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

**Part 1:** Article 7, Municipal court, Chapter 7.01, Section 7.01.010, entitled "Prosecutions generally," is hereby amended as follows:

Section 7.01.010 Prosecutions, generally; prosecutions by county attorney.

(a) All prosecutions in the municipal court shall be conducted by the city attorney or, as appropriate, by an appointed assistant city attorney.

*(No change to subsections b-c)*

**Part 2:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.003, entitled "Appointment," is hereby amended as follows:

Sec. 9.04.003 - Appointment.

(a) The City Council shall appoint the city attorney and assistant city attorneys, who will undertake the various duties noted in section 9.04.005, as designated by the City Council.

(b) The city attorney will supervise and provide oversight of any legal matter assigned to special appointed assistant city attorney(s) and City employed

paralegal, if any, including but not limited to overseeing billing and progress being made by the appointed assistant city attorney(s) and City employed paralegal, if any, on the matters that have been assigned to the special assistant city attorneys and the City employed paralegal.

**Part 3:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.005, entitled "Powers and duties," is hereby amended as follows:  
Sec. 9.04.005 - Powers and duties.

(a) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of the city manager:

- (1) Attend the municipal court and conduct all prosecutions brought in the court.
- (2) Take affidavits against any person charged with violating any of the ordinances of the city and prepare and draw up all complaints against persons so charged.
- (3) Draft all ordinances passed by the Council when requested to do so.
- (4) Draw up or review all contracts to which the city may be a party.
- (5) Represent the city in all suits filed by or against the city.
- (6) Institute suits on behalf of the city whenever in his opinion such proceedings are necessary to protect the rights or interests of the city.

(b) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of both the city manager and the mayor:

- (1) Attend meetings of the City Council and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council.

**Part 3:** Article 11, Taxation, Chapter 11.04, Section 11.04.008, entitled "Additional authorization to bring suit for violations," is hereby amended as follows:

Sec. 11.04.008 - Additional authorization to bring suit for violations.

The city attorney or as appropriate, an appointed assistant city attorney, is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the city and who has failed to file a report, or filed a false report, or failed to pay the tax when due, at the direction of the city manager and concurrence of the Council, when necessary. Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the city until the tax is paid or the report is filed, or both, as applicable and as provided in the injunction.

**Part 4:** All ordinances, or parts of ordinances in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 5:** If any provision of this Ordinance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance adopted hereby 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 6:** The Ordinance shall take effect immediately after passage noted below in accordance with the City's Charter and the laws of the State of Texas.

**PASSED AND APPROVED** on first reading on the 26<sup>th</sup> of July, 2016.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ of \_\_\_\_\_, 2016.

**APPROVED:**

\_\_\_\_\_  
Mayor Ken Kesselus

**ATTEST:**

\_\_\_\_\_



Ann Franklin, City Secretary

ORDINANCE NO. 2016 - 16

Deleted: \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CITY CODE, CHAPTER 7, ARTICLE 7.01, SECTION 7.01.10, RELATED TO MUNICIPAL COURT PROSECUTIONS BY CITY ATTORNEY(S); CHAPTER 9, ARTICLE 9.04, RELATED TO APPOINTMENT AND POWERS AND DUTIES OF THE CITY ATTORNEY; AND CHAPTER 11, ARTICLE 11.04, SECTION 11.04.008, RELATED TO CITY ATTORNEY'S AUTHORITY TO BRING SUIT TO COLLECT THE TAX IMPOSED BY THE CITY; REPEALING CONFLICTING ORDINANCES; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to its authority granted by the State of Texas, the City Council, acting in the best interest of the financial status of the City, has determined that a revision to the City's Code of Ordinances should be made, as set forth below.

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

**Part 1:** Article 7, Municipal court, Chapter 7.01, Section 7.01.010, entitled "Prosecutions generally," is hereby amended as follows:

Section 7.01.010 Prosecutions, generally; prosecutions by county attorney.

(a) All prosecutions in the municipal court shall be conducted by the city attorney or, as appropriate, by an appointed assistant city attorney.

*(No change to subsections b-c)*

**Part 2:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.003, entitled "Appointment," is hereby amended as follows:

Sec. 9.04.003 - Appointment.

(a) The City Council shall appoint the city attorney, and assistant city attorneys, who will undertake the various duties noted in section 9.04.005, as designated by the City Council.

(b) The city attorney will supervise and provide oversight of any legal matter assigned to special appointed assistant city attorney(s) and City employed

Deleted: his deputy

Deleted: ¶

Formatted: incr0, Left, Indent: Left: 0", First line: 0", Tab stops: 0.63", Left + Not at 0.81"

Formatted: Justified

Deleted: mayor, with the approval of the

Deleted: ,

Deleted: (s)

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

paralegal, if any, including but not limited to overseeing billing and progress being made by the appointed assistant city attorney(s) and City employed paralegal, if any, on the matters that have been assigned to the special assistant city attorneys and the City employed paralegal.

**Part 3:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.005, entitled "Powers and duties," is hereby amended as follows:  
Sec. 9.04.005 - Powers and duties.

(a) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of the city manager;

(1) Attend the municipal court and conduct all prosecutions brought in the court.

(2) Take affidavits against any person charged with violating any of the ordinances of the city and prepare and draw up all complaints against persons so charged.

(3) Draft all ordinances passed by the Council when requested to do so.

(4) Draw up or review all contracts to which the city may be a party.

(5) Represent the city in all suits filed by or against the city.

(6) Institute suits on behalf of the city whenever in his opinion such proceedings are necessary to protect the rights or interests of the city.

(b) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of both the city manager and the mayor;

(1) Attend meetings of the City Council and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council.

Deleted: ¶

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Deleted: :

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent Left: 0.75", First line: 0"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, Indent Left: 0.81", No bullets or numbering

Moved down [1]: Attend all meetings of the City Council and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council.

Deleted:

Deleted:

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, Indent Left: 0.81", Hanging: 0.69", No bullets or numbering

Moved (insertion) [1]

Deleted: all

Formatted: Normal, Indent Left: 0.75", No bullets or numbering

**Part 3:** Article 11, Taxation, Chapter 11.04, Section 11.04.008, entitled "Additional authorization to bring suit for violations," is hereby amended as follows:

Sec. 11.04.008 - Additional authorization to bring suit for violations.

The city attorney ~~or as appropriate, an appointed assistant city attorney,~~ is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the city and who has failed to file a report, or filed a false report, or failed to pay the tax when due, ~~at the direction of the city manager and concurrence of the Council, when necessary.~~ Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the city until the tax is paid or the report is filed, or both, as applicable and as provided in the injunction.

**Part 4:** All ordinances, or parts of ordinances in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 5:** If any provision of this Ordinance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance adopted hereby 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 6:** The Ordinance shall take effect immediately after passage noted below in accordance with the City's Charter and the laws of the State of Texas.

PASSED AND APPROVED on first reading on the ~~26<sup>th</sup>~~ of ~~July~~, 2016.

PASSED AND ADOPTED on second reading on the \_\_\_\_ of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor Ken Kesselus

ATTEST:  
  
\_\_\_\_\_

Deleted: .
Deleted:
Deleted: _____
Formatted: No underline
Formatted: No underline, Superscript
Deleted: _

Ann Franklin, City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **APPROVAL OF SECOND READING OF A PROPOSED ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BASTROP TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:

**ORDINANCE NO. 2016-18**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2016 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2016; and,

WHEREAS, the Mayor and Council have now provided for and conducted a public hearing on the budget as provided by law. Now, Therefore:

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

That the proposed budget amendments for the Fiscal Year 2016, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2016; and

Ordinance and prior actions in conflict herewith are hereby repealed; and

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

READ and APPROVED on First Reading on the 9 day of August, 2016.

READ and ADOPTED on Second Reading on the 23 day of August, 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
Ken Kesselus, Mayor

\_\_\_\_\_  
Ann Franklin, City Secretary

**Exhibit "A"**

**City of Bastrop  
Memorandum**

**TO: Mayor & City Council Members**  
**FROM: Tracy Waldron, Chief Financial Officer**  
**SUBJECT: Ordinance Amending FY 2016 Budget**  
**DATE: August 9, 2016**

---

**Recommendation:**

To approve Ordinance Amending the Budget for unanticipated revenue and expenses incurred not included in the original budget approved by City Council.

**Background:**

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments do not increase the budget appropriations for Fiscal Year 2016. Funds included in these amendments are detailed below:

- General Fund includes:
  - To increase budget revenue to account for projected amounts
  - To move from contingency in Organizational to Library department budget to fund unanticipated roof replacement
  - Transfer budgeted but unspent Capital Outlay funds into the Vehicle & Equipment Replacement fund to reserve for future equipment purchases
  - Account for insurance proceeds received and increase the budgets for the repairs/purchases were charged
  - To increase the budget for Legal expenses to the projected amount (It is important that we keep in mind the Inter-Local Agreement for the Pine Forest Litigation. Year-to-Date we have incurred approximately \$364,000 but the City's percentage of this total is only 5.6% or \$20,384. We are booking an accounts receivable and deferred income each year for the other Taxing Entities portion of this legal expense).



FY 2016  
BUDGET AMENDMENTS  
GENERAL FUND

Fund Balance as of 9-30-15	5,418,094
FY 2016 Budgeted Revenues	10,252,797
FY 2016 Budgeted Appropriations	(11,966,627)
2/2016 Budget Amendments (net)	(3,720)
3/2016 Budget Amendments (net)	(625,000)
4/2016 Budget Amendments (net)	(693,000)
8/2016 Budget Amendments (net)	0
Ending Fund Balance	<u>2,382,544</u>

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
--	--------	--------	-------------	----------------

New Revenues:

Increase  
Increase  
Increase  
Increase

Matching Revenues to Expenditures:

Neutral	33,000	Current Taxes M&O	101-00-00-4001
Neutral	232,047	City Sales Tax	101-00-00-4006
Neutral	75,000	Municipal Court Fines	101-00-00-4070
Neutral	20,000	Interest Receipts	101-00-00-4400
Neutral	50,000	Miscellaneous	101-00-00-4536
Neutral	35,000	Insurance Proceeds	101-00-00-4537
Neutral	60,000	Development Reimbursement	101-00-00-4543

Total Revenues 505,047

Matching Expenditures to Revenues:

Neutral	(475,000)	Legal Services	101-02-00-5525
Neutral	(88,000)	Building Improv	101-21-00-6050
Neutral	90,000	Contingency	101-02-00-5900
Neutral	(1,647)	Maint. Of Vehicle	101-11-00-5340
Neutral	(30,400)	Patrol Vehicle	101-09-22-6123
Neutral	120,000	Equipment	101-18-10-6010
Neutral	(120,000)	Transfer out-Vehicle/Equipment replc fund	101-02-00-8130
Neutral			
Neutral			

New Expenditures:

Increase  
Increase  
Increase  
Increase

Total Expenditures (505,047)  
Net Change 0

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **APPROVAL OF SECOND READING OF A PROPOSED ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS: REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES," BY: AMENDING SECTION 13.02.008 "BILLING; DISCONTINUANCE OF SERVICE" BY ADDING SUBSECTION 13.02.008(b) "AVERAGE MONTHLY PAYMENT PLAN" AND BY AMENDING SECTION 13.07.005 BY ADDING SUBSECTION 13.07.005(h) "AVERAGE MONTHLY PAYMENT PLAN" AND PROVIDING AN EFFECTIVE DATE.**

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

3. Nature of Request: (Brief Overview) Attachments: Yes  No

**This ordinance provides an option for utility customers to apply to participate in the Average Monthly Payment (AMP) Plan. The AMP plan is an optional billing plan designed to make monthly bills more uniform throughout the year. The customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis.**

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation: **Staff recommends approval of the recommended changes to the Ordinance**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  None

10. Manager's Recommendation:  Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:

**ORDINANCE NO. 17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:  
REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES," BY:  
AMENDING SECTION 13.02.008 "BILLING; DISCONTUANCE OF SERVICE" BY  
ADDING SUBSECTION 13.02.008(b) "AVERAGE MONTHLY PAYMENT PLAN" AND  
BY AMENDING SECTION 13.07.005 BY ADDING SUBSECTION 13.07.005(h)  
"AVERAGE MONTHLY PAYMENT PLAN" 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 has determined that providing for an Average Monthly Payment Plan alternative billing would give residential utility customers an option for a more uniform monthly bill throughout the year; and

**WHEREAS**, the City Council of the City of Bastrop determined that Sec. 13.02.008 "Billing; discontinuance of service" and Sec. 13.07.005 "Billing and terms of service" should be revised to add the option for Average Monthly Payment Plan for Residential Customers,

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

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

**PART 1:** That Sec. 13.02.008 "Billing; discontinuance of service" of the Code of Ordinances of the City of Bastrop, Texas is hereby amended, and a new Sec. 13.02.008(b) is added, to read as follows:

**Sec. 13.02.008 Billing; discontinuance of service**

(a) All charges provided for in the above schedules shall be due and payable within ten (10) days from date of bill. After providing notice to the customer and an opportunity to make payment, service to any customer may be discontinued and a penalty of 10% assessed to the amount of the bill for failure to pay within ten (10) days. A service charge fee is to be added for reconnection. Any customer who reconnects his own meter after services have been discontinued for nonpayment will have his meter removed by the city. A reset fee, as provided for in section A13.02.008 of the fee schedule in appendix A. to this code, in addition to the charges set forth above, must be paid before service will be resumed.

(b) Average Monthly Payment Plan

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

#### B. Eligibility

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12-month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

#### C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.

F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C (2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

**PART 2:** That Sec. 13.07.005 "Billing and terms of service" of the Code of Ordinances of the City of Bastrop, Texas are hereby amended and a new subsection 13.07.005(h) "Average Monthly Payment Plan" be added, to read as follows:

**Sec. 13.07.005 Billing and term of service**

*[subsections (a) through (g) no changes necessary]*

**(h) Average Monthly Payment Plan**

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

**B. Eligibility**

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12-month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.

F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C (2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

**PART 3:** That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting water and/or electrical billing, rates 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 the extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

**PART 4:** This Ordinance shall take effect as of October 1, 2016 in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND ACKNOWLEDGED on FIRST READING on the 9th day of August, 2016.

READ AND APPROVED on SECOND READING on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Kenneth W. Kesselus, Mayor

ATTEST:

\_\_\_\_\_  
Ann Franklin, City Secretary



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **APPROVAL OF REVISIONS TO CORRECT TEXTUAL ERRORS IN THE ORIGINAL ORDINANCE - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING SECTION 1.15.151 "CREATION OF ETHICS COMMISSION" OF THE "ETHICS ORDINANCE" IN THE CODE OF ORDINANCES OF THE CITY OF BASTROP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

2. Party Making Request: **City Secretary, Ann Franklin**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted:  Yes  No  N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested:

**ORDINANCE NO. 2015-28 R**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING SECTION 1.15.501-151 "CREATION OF ETHICS COMMISSION" OF THE "ETHICS ORDINANCE" IN THE CODE OF ORDINANCES OF THE CITY OF BASTROP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, on or about January 10, 2012, the City Council of the City of Bastrop, Texas adopted a Code of Ethics, which applies to both the elected officials and employees of the City of Bastrop, and

**WHEREAS**, on or about March 2012, in compliance with Section 1.15.501-151, entitled "Creation of Ethics Commission," the City Council appointed the Honorable Chris Duggan, the Reverend Lisa Hines, and Corporal Wuthipoing Tantasinanukij, to serve as the three members of the Ethics Commission, and

**WHEREAS**, on or about November 24, 2015, the City Council has met to evaluate and consider a potential amendment to the Ethics Code, related to Section 1.15.-501-151, et seq. and has, after careful study and review, determined that a clarifying addition and amendment to the Ethics Code, as noted herein below, will enhance the function of the Ethics Commission of the City.

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

**Part 1.** That Section 1.15.501-151 "Creation of Ethics Commission" is hereby amended to read as follows.

Section 1.15.-501-151 "Creation of Ethics Commission"

- a. An Ethics Commission shall be created and consist of three (3) members, all of whom must reside within jurisdiction of the City, which for purposes of this Ordinance expressly includes the City's extraterritorial jurisdiction. Within Sixty (60) days of its adoption of this Ordinance, each member of the City Council will submit to the City Attorney names of recommended appointees. The City attorney will provide the recommended appointees to the Mayor, who will then appoint the three (3) members of the Ethics Commission, upon concurrence of the members of the City Council.
- b. Notwithstanding any other general prohibition or policy of the City against judges serving on City boards and commissions, due to the specialized nature of the Ethics Commission, in its sole discretion, the City Council may determine that it is appropriate, in the best interest of the City, and/or the preference of the governing body of the City for the Mayor to appoint, with the City Council's concurrence, a judge to serve on the Ethics Commission. For purposes of this section, the judge appointed to the Ethics Commission, if any, may be

currently serving or may be retired from the bench of any governmental entity, except the City, and may have been either elected or appointed to his/her judicial position.

**Part 2:** All other provisions of the Bastrop Code of Ethics shall remain in full force and effect, and unamended.

**Part 3:** The Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bastrop, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are superseded.

**Part 4:** If any provision of this Ordinance or application thereof to any person or circumstance is 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:** The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective immediately.

READ and ACKNOWLEDGED on First Reading on the 10<sup>th</sup> day of November 2015.

READ and APPROVED on the Second Reading on the 24<sup>th</sup> day of November 2015.

REVISED and APPROVED, by consent, to correct scrivener's errors on the 23rd day of August 2016.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Ken Kesselus, Mayor**

\_\_\_\_\_  
**Ann Franklin, City Secretary**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF THE UNAUDITED MONTHLY FINANCIAL REPORTS FOR THE PERIOD ENDING JULY 31, 2016.**

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

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No         
Provide City Council the monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

4. Policy Implication: \_\_\_\_\_

5. Budgeted:        Yes        No   N/A    
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE    
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board:        Approved        Disapproved        None

10. Manager's Recommendation:        Approved        Disapproved        None

11. Motion Requested:

**CITY OF BASTROP, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**FOR PERIOD ENDING July 31, 2016**



CITY OF BASTROP  
 SUMMARY OF REVENUES AND EXPENDITURES  
 AS OF JULY 31, 2016

Fiscal year 2016 is 10 month or 83.3% completed as of July 31, 2016.

Revenues

Expenditures

	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget
General Fund	\$ 9,149,676	\$ 8,371,400	91.5%	\$ 12,245,442	\$ 8,954,524	73.1%
W/M/W Fund	\$ 4,258,480	\$ 4,109,203	96.5%	\$ 6,960,286	\$ 4,182,053**	60.1%
Electric Fund	\$ 7,528,000	\$ 5,524,138	73.4%	\$ 8,436,474	\$ 5,697,442	67.5%
Hotel Motel Fund	\$ 2,801,500	\$ 2,210,926	78.9%	\$ 2,678,706	\$ 2,254,062	94.2%

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

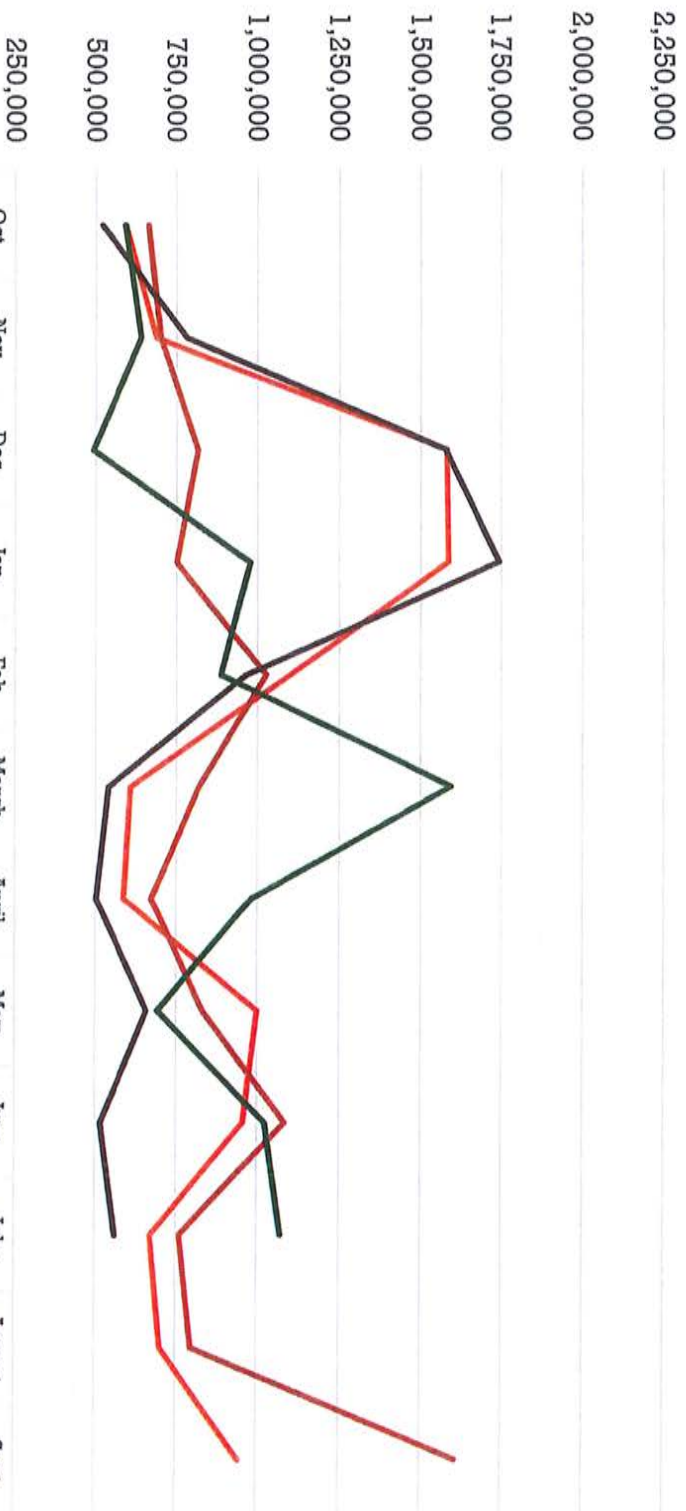
\*\*Large Capital item in Budget that hasn't been expensed yet



# GENERAL FUND REVENUE & EXPENDITURES

## AS OF JULY 31, 2016

- Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- Due to an audit adjustment that accrues our revenue into the period it was earned, the Sales Tax revenue earned in October and November are estimated.
- The Revenue spiked in May 2015 due to the transfer from BP&L of \$200,000 for the Comprehensive Plan and the donated land from BEDC of \$183,000 in-kind income
- FY2016 reflects a re-class of the overhead allocation from W/MW, BP&L and Convention Center for Administrative support. This use to come in as revenue per the auditors adjustments, are being re-classed as a reduction of expense in each department. (This amounts to approximately \$86,500 a month)
- FY2016, March expenses reflect approved budget amendment to move \$625,000 out of General fund into Vehicle/Equip. Replacement fund, also 50% payment on new restrooms at Fisherman's Park

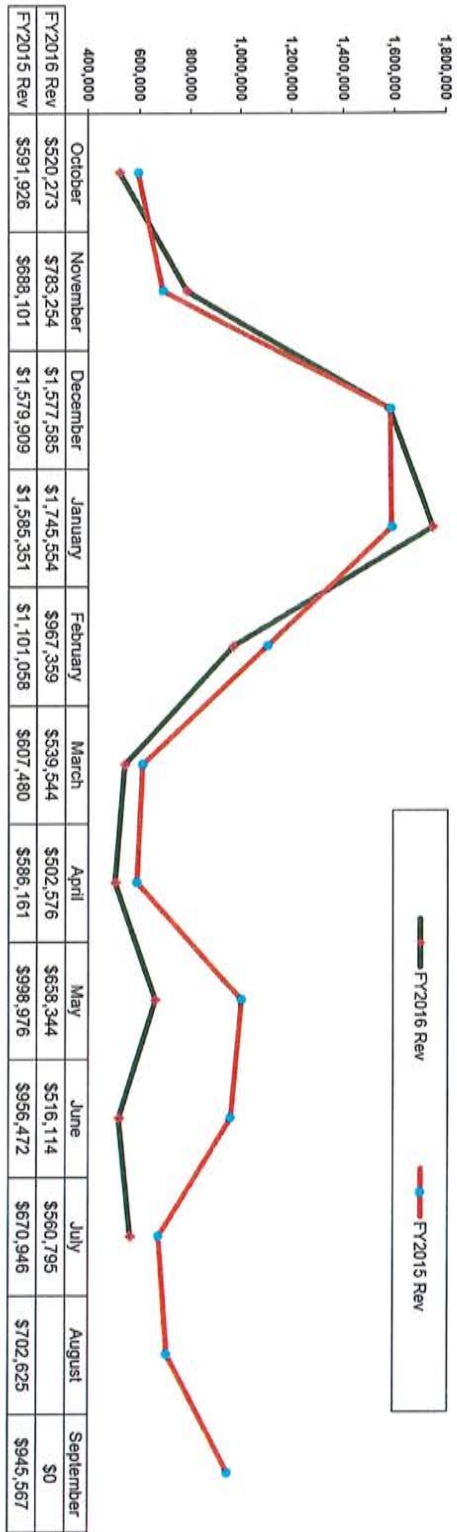


	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
FY2015 Revenues	\$591,926	\$688,101	\$1,579,909	\$1,585,351	\$1,101,058	\$607,480	\$586,161	\$998,976	\$956,472	\$670,946	\$702,625	\$945,567
FY2015 Expenses	\$663,660	\$700,904	\$818,271	\$751,303	\$1,027,451	\$822,206	\$672,916	\$832,928	\$1,084,109	\$761,772	\$798,934	\$1,607,829
FY2016 Revenues	\$520,273	\$783,254	\$1,577,585	\$1,745,554	\$967,359	\$539,544	\$502,576	\$658,344	\$516,114	\$560,796		
FY2016 Expenses	\$592,109	\$640,105	\$492,501	\$978,544	\$889,284	\$1,594,857	\$983,706	\$693,410	\$1,024,616	\$1,072,779		

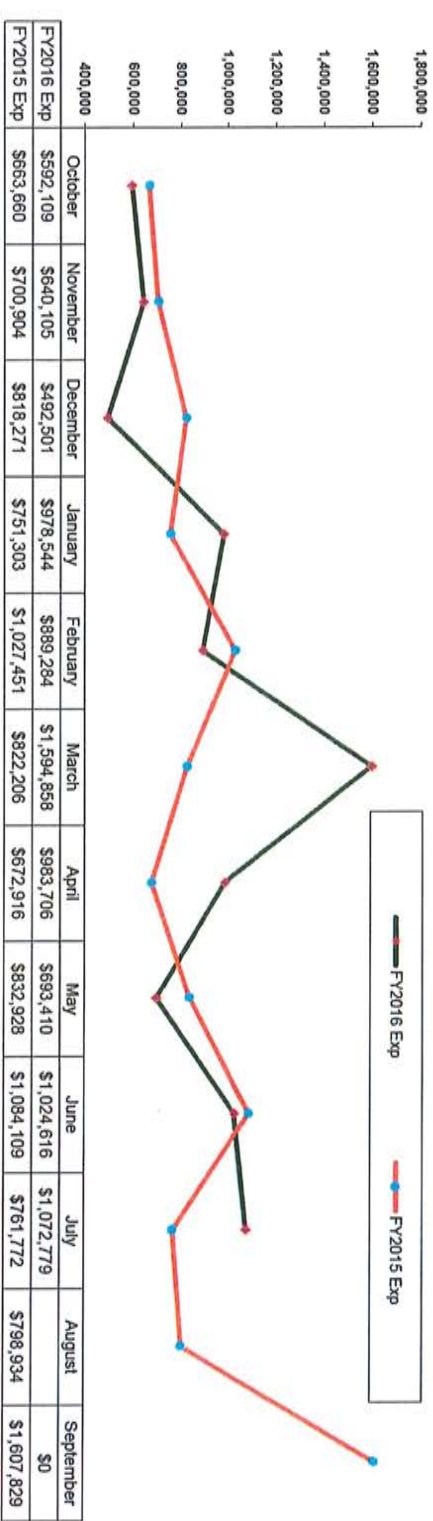


# GENERAL FUND REVENUE & EXPENDITURES AS OF JULY 31, 2016

## FY 2015 & 2016 Revenues



## FY 2015 & 2016 Expenditures



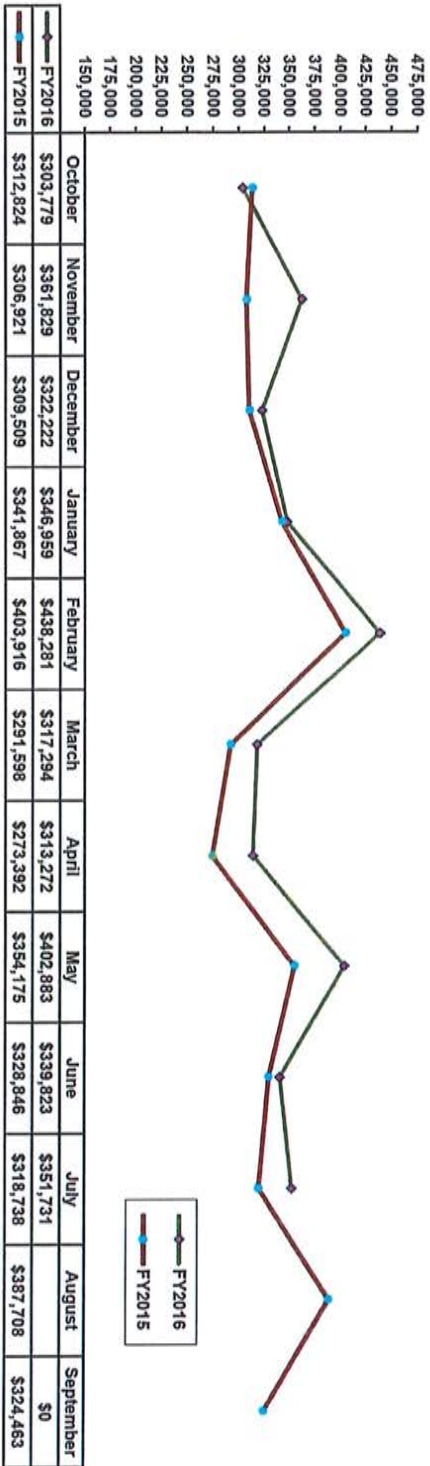
NEW in FY16 expense reflects a credit amount in each fund for the allocated overhead for Admin. support from WWW, BP&L and Convention Center instead of being recorded as revenue.





GENERAL FUND REVENUE  
AS OF JULY 31, 2016

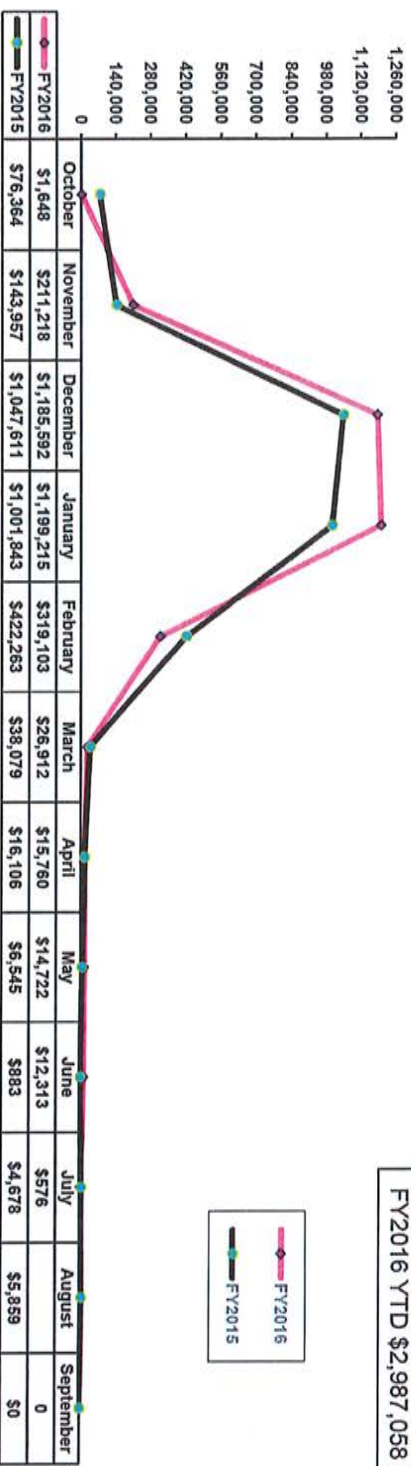
Sales Tax



FY2016 Budgeted \$3,996,190

FY2016 YTD \$3,498,072

Ad Valorem Taxes



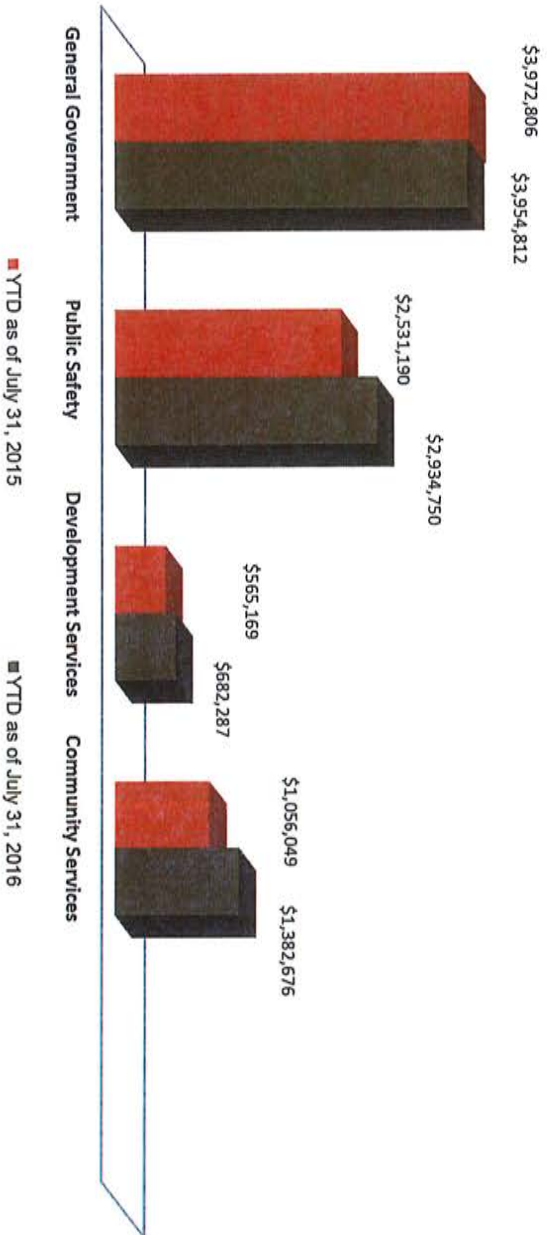
FY2016 Budget \$2,956,945

FY2016 YTD \$2,987,058



# GENERAL FUND EXPENDITURES AS OF JULY 31, 2016

General Fund Expenditures Comparison

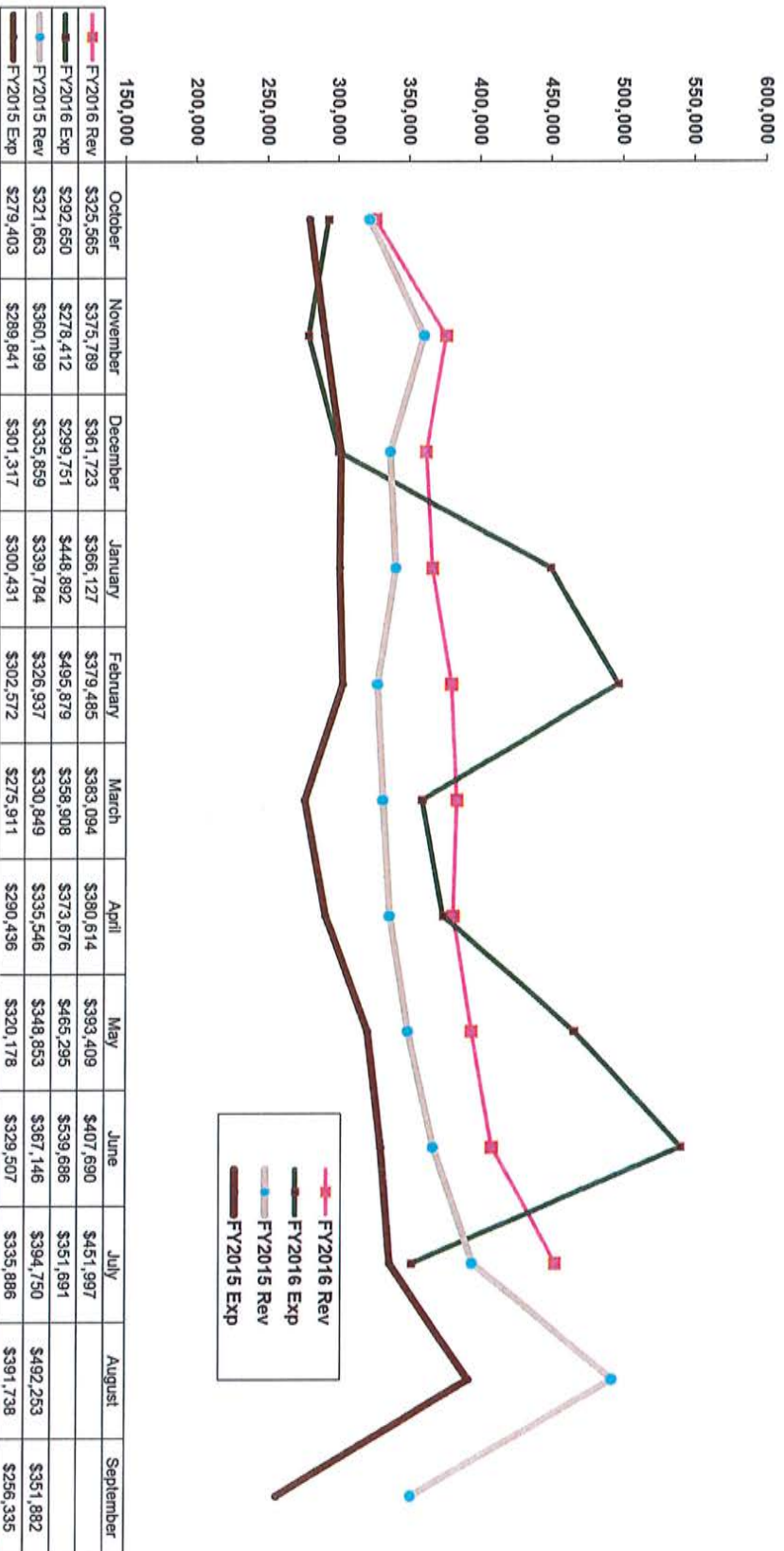


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development Services includes the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



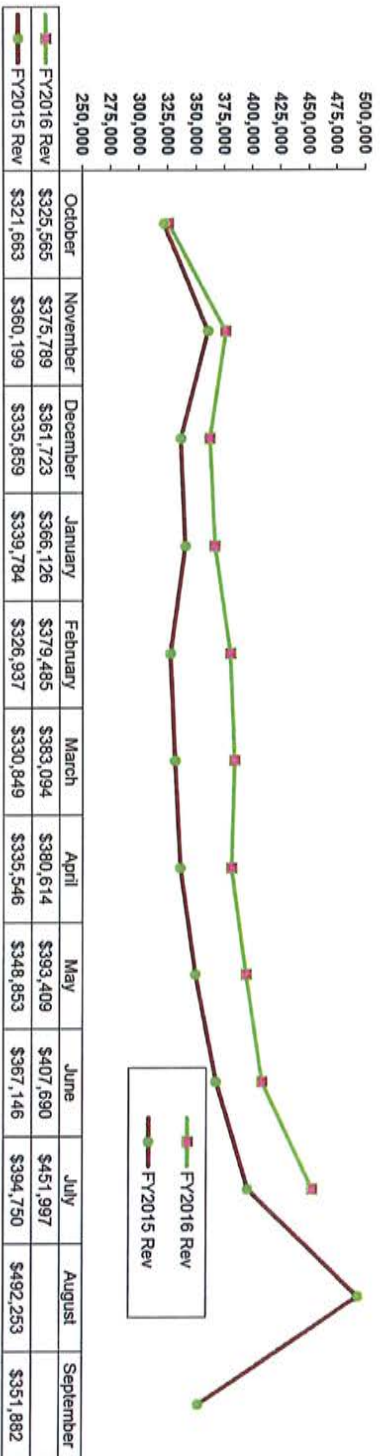
# WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF JULY 31, 2016

- Water/Wastewater Fund Revenues Year-to-date (YTD) as of July 31, 2016 are \$4,109,203 or 96.5% of the year.
- Jan 2016 expenses are higher due to additional maintenance and capital outlay for additional equipment of \$93,400
- Feb 2016 expense higher due to additional maintenance on Wells E, H & I
- Jun 2016 expense higher due to legal bills for XS Ranch water permit hearing

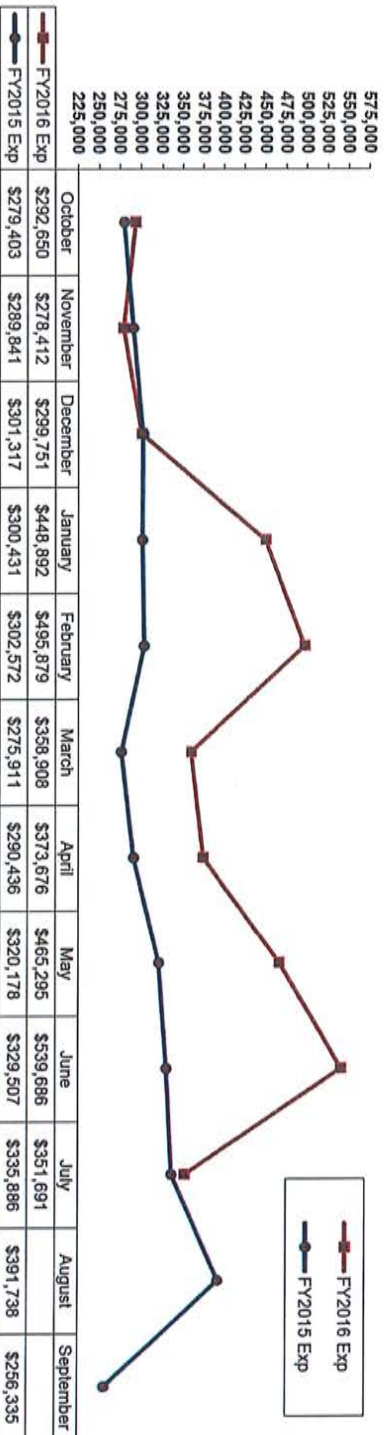


# WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF JULY 31, 2016

## FY 2015 & 2016 Revenues

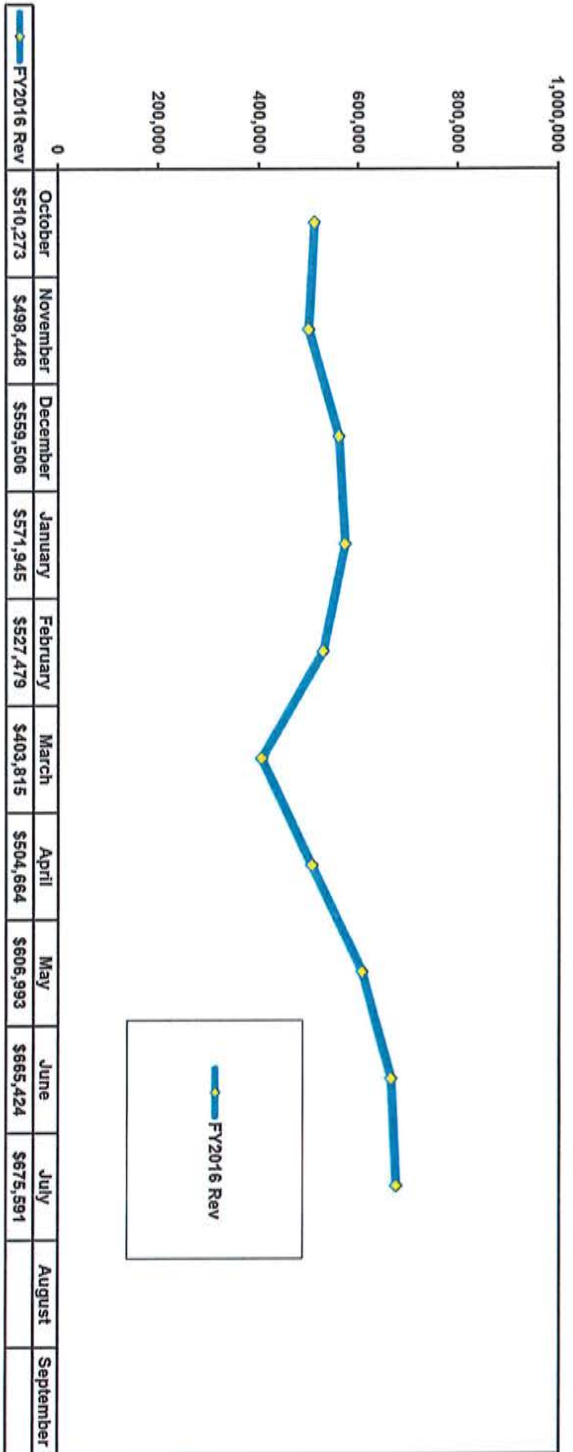


## FY 2015& 2016 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE  
AS OF JULY 31, 2016

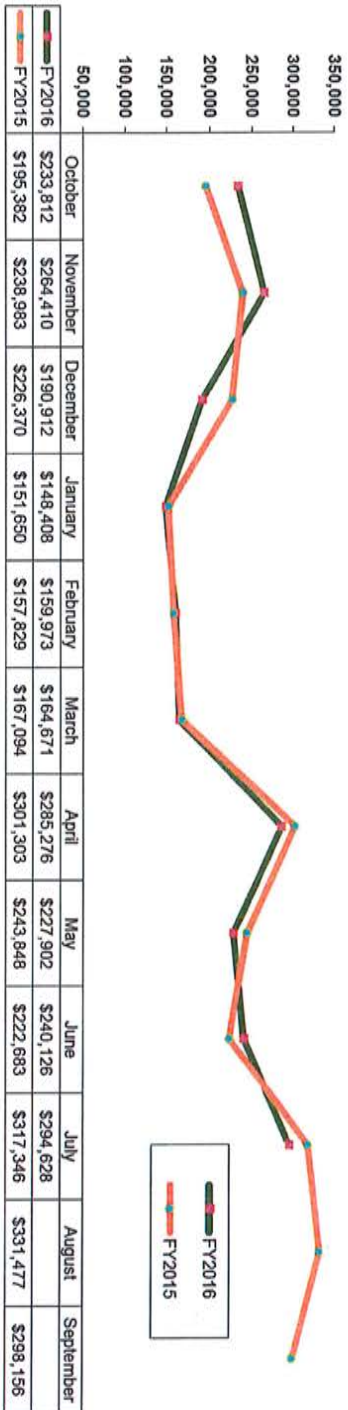
Electric Fund Revenues Year-to-date (YTD) as of July 31, 2016 are \$5,524,138 or 73.3% of the FY2016 adopted budget.



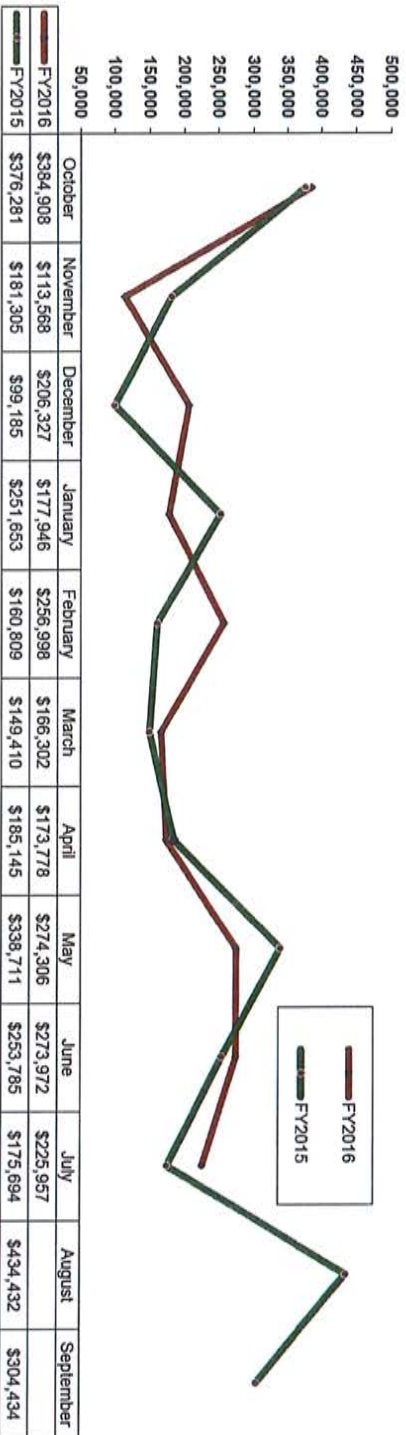
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES  
AS OF JULY 31, 2016

- Revenues as of Dec. 31, 2015 represent YTD earned revenue of \$689,134. Due to an audit adjustment that accrues our revenue into the period it was earned, 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. The spike in August 2015 was the additional funding transfer to General Fund for Bastrop Art Guild and double payments to BMC.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses



FINANCIAL STATEMENT REPORTS ARE ATTACHED  
- GENERAL FUND  
- WATER/WASTEWATER UTILITY FUND  
- HOTEL MOTEL FUND



FINANCIAL STATEMENT  
AS OF: JULY 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

10-00-4001 CURRENT TAXES M&O	2,758,328.14	2,956,945.00	576.22	2,987,058.11	( 30,113.11)	101.02
10-00-4002 DELINQUENT TAXES M&O	23,448.66	35,750.00	3,173.46	21,353.82	14,396.18	59.73
10-00-4003 PENALTIES & INTEREST M&O	26,631.45	26,000.00	925.23	24,356.48	1,643.52	93.68
10-00-4004 FRANCHISE TAX	317,604.06	410,000.00	21,167.08	296,140.01	113,859.99	72.23
10-00-4006 CITY SALES TAX	3,241,785.20	3,996,190.00	351,731.01	3,498,072.07	498,117.93	87.54
10-00-4008 OCCUPATION TAX	5,403.78	8,000.00	190.00	4,887.67	3,112.33	61.10
10-00-4009 MIXED BEVERAGE TAX	36,017.16	48,000.00	13,927.85	39,893.18	8,106.82	83.11
10-00-4010 380 AGREEMENT PROP REFUND	( 44,029.26)	( 45,000.00)	0.00	( 46,607.13)	1,607.13	103.57
TOTAL TAXES & PENALTIES	6,365,189.19	7,435,885.00	391,690.85	6,825,154.21	610,730.79	91.79

LICENSES & PERMITS

10-00-4020 BUILDING PERMITS	111,267.65	120,000.00	7,054.44	78,068.21	41,931.79	65.06
10-00-4021 ZONING FEES	2,660.58	3,500.00	303.00	2,421.00	1,079.00	69.17
10-00-4022 PLATTING FEES	45,888.74	40,000.00	900.00	57,889.13	( 17,889.13)	144.72
10-00-4023 SPECIAL EVENT PERMIT FEE	900.00	2,000.00	400.00	1,244.00	756.00	62.20
TOTAL LICENSES & PERMITS	160,716.97	165,500.00	8,657.44	139,622.34	25,877.66	84.36

CHARGES FOR SERVICES

10-00-4040 ANIMAL SERVICE RECEIPTS	180.00	200.00	10.00	170.00	30.00	85.00
10-00-4043 PARK RENTALS & FEES	1,740.00	2,000.00	30.00	1,730.00	270.00	86.50
10-00-4044 PD ACCIDENT REPORTS	1,538.00	1,800.00	0.00	1,423.00	377.00	79.06
10-00-4046 SPECIAL EVENTS HOT REIMB	13,670.21	30,000.00	0.00	4,453.24	25,546.76	14.84
10-00-4047 PROJ ESCROW REIMB	0.00	0.00	0.00	3,946.24	( 3,946.24)	0.00
10-00-4049 TRANSFER STATION RECEIPTS	5,020.00	5,000.00	1,040.00	6,724.62	( 1,724.62)	134.49
10-00-4051 SANITATION REVENUE	393,787.07	475,000.00	40,141.30	400,382.74	74,617.26	84.29
10-00-4052 SANITATION PENALTIES	6,337.90	7,500.00	0.00	5,419.19	2,080.81	72.26
TOTAL CHARGES FOR SERVICES	422,273.18	521,500.00	41,221.30	424,249.03	97,250.97	81.35

FINES & FORFEITURES

10-00-4070 MUNICIPAL COURT FINES	214,123.08	195,000.00	27,355.44	251,870.36	( 56,870.36)	129.16
10-00-4076 LIBRARY RECEIPTS	14,441.20	16,000.00	1,707.83	14,591.66	1,408.34	91.20
10-00-4078 JUVENILE CASE MANAGER-M/C	7,737.78	7,500.00	1,200.32	9,219.82	( 1,719.82)	122.93
10-00-4080 TEEN COURT (MC)	701.69	1,000.00	0.00	886.90	113.10	88.69
TOTAL FINES & FORFEITURES	237,003.75	219,500.00	30,263.59	276,568.74	( 57,068.74)	126.00

INTEREST INCOME

10-00-4400 INTEREST RECEIPTS	4,442.22	4,000.00	2,275.46	19,220.59	( 15,220.59)	480.51
------------------------------	----------	----------	----------	-----------	--------------	--------



FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

01-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
----------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

INTERGOVERNMENTAL

0-00-4413 BIRD PROJECT RECEIPTS	40,187.25	0.00	0.00	0.00	0.00	0.00
0-00-4414 DEPT OF JUSTICE GRANT REIMB	694.43	0.00	0.00	0.00	0.00	0.00
0-00-4415 EMERGENCY MANAGEMENT	43,686.35	30,000.00	0.00	7,652.26	22,347.74	25.51
0-00-4419 PROPERTY LIEN PAYMENTS	7,705.00	0.00	0.00	0.00	0.00	0.00
0-00-4493 BEDC IN-KIND	140,899.80	189,000.00	8,499.39	77,268.63	111,731.37	40.88
0-00-4496 DONATION IN-KIND	183,000.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	416,172.83	219,000.00	8,499.39	84,920.89	134,079.11	38.78

MISCELLANEOUS

0-00-4509 GENERAL DONATIONS	1,545.38	1,200.00	226.80	1,079.80	120.20	89.98
0-00-4512 SALE OF FIXED ASSETS	546.00	0.00	0.00	0.00	0.00	0.00
0-00-4536 MISCELLANEOUS	19,484.26	25,000.00	1,081.65	74,201.33	49,201.33	296.81
0-00-4537 INSURANCE PROCEEDS	9,906.31	341.00	30,400.00	32,632.94	32,291.94	569.78
0-00-4543 DEVELOPER REIMBURSEMENT	0.00	0.00	0.00	18,171.52	18,171.52	0.00
TOTAL MISCELLANEOUS	31,481.95	26,541.00	31,708.45	126,085.59	99,544.59	475.06

TRANSFERS-IN

0-00-4703 TRANSFERS IN - ELECTRIC FUND	511,250.00	557,750.00	46,479.17	464,791.70	92,958.30	83.33
0-00-4709 TRANSFERS IN - DESIGNATED	0.00	0.00	0.00	10,787.30	10,787.30	0.00
0-00-4718 TRANSFER-IN SPECIAL PROJECT	200,000.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	711,250.00	557,750.00	46,479.17	475,579.00	82,171.00	85.27

\*\* TOTAL REVENUE \*\*

8,348,530.09	9,149,676.00	560,795.65	8,371,400.39	778,275.61	91.49
--------------	--------------	------------	--------------	------------	-------

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

01-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

SUPPLIES & MATERIALS

OCCUPANCY

CONTRACTUAL SERVICES

OTHER CHARGES

TOTAL 00-NON-PROGRAM

TOTAL LEGISLATIVE

ORGANIZATIONAL

00-NON-PROGRAM

PERSONNEL COSTS

SUPPLIES & MATERIALS

MAINTENANCE & REPAIRS

CONTRACTUAL SERVICES

OTHER CHARGES

CONTINGENCY

CAPITAL OUTLAY

TRANSFERS OUT

TOTAL 00-NON-PROGRAM

TOTAL ORGANIZATIONAL

CITY MANAGER

00-NON-PROGRAM

PERSONNEL COSTS

SUPPLIES & MATERIALS

OCCUPANCY

CONTRACTUAL SERVICES

141,471.78	68,842.56	9,101.12	42,630.84	26,211.72	61.93
15,766.46	16,590.00	960.47	19,094.52	( 2,504.52)	115.10
2,848.98	14,000.00	2,133.98	9,521.87	4,478.13	68.01
703,309.92	456,000.00	62,463.78	776,660.31	( 320,660.31)	170.32
419,237.91	508,948.00	116,644.69	406,818.57	102,129.43	79.93
0.00	90,000.00	0.00	0.00	90,000.00	0.00
183,000.00	4,717.00	0.00	16,317.00	( 11,600.00)	345.92
0.00	625,000.00	0.00	625,000.00	0.00	100.00
1,465,635.05	1,784,097.56	191,304.04	1,896,043.11	( 111,945.55)	106.27
1,465,635.05	1,784,097.56	191,304.04	1,896,043.11	( 111,945.55)	106.27

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

01-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	43,507.03	92,853.00	7,271.46	74,291.26	18,561.74	80.01
SUPPLIES & MATERIALS	2,110.89	5,975.00	368.25	1,329.70	4,645.30	22.25
OCCUPANCY	2,122.24	2,190.00	192.21	2,003.26	186.74	91.47
CONTRACTUAL SERVICES	4,780.00	5,600.00	0.00	442.03	5,157.97	7.89
OTHER CHARGES	20,815.24	( 20,545.00)	812.84	( 14,124.54)	( 6,420.46)	68.75
TOTAL 00-NON-PROGRAM	73,335.40	86,073.00	8,644.76	63,941.71	22,131.29	74.29
TOTAL CITY SECRETARY	73,335.40	86,073.00	8,644.76	63,941.71	22,131.29	74.29

FINANCE

00-NON-PROGRAM						
PERSONNEL COSTS	256,068.50	349,248.00	29,586.23	285,926.71	63,321.29	81.87
SUPPLIES & MATERIALS	6,430.32	8,430.00	989.62	5,011.78	3,418.22	59.45
MAINTENANCE & REPAIRS	31,484.00	33,000.00	0.00	18,395.59	14,604.41	55.74
OCCUPANCY	6,224.90	7,550.00	551.04	5,450.70	2,099.30	72.19
CONTRACTUAL SERVICES	30,076.47	57,650.00	0.00	34,087.61	23,562.39	59.13
OTHER CHARGES	10,533.53	( 221,527.00)	( 4,305.08)	( 170,365.70)	( 51,161.30)	76.91
TOTAL 00-NON-PROGRAM	340,817.72	234,351.00	26,821.81	178,506.69	55,844.31	76.17

UTILITY CUSTOMER SERVICE

PERSONNEL COSTS	272,900.06	261,587.00	21,133.45	213,087.57	48,499.43	81.46
SUPPLIES & MATERIALS	25,263.50	31,190.00	1,988.90	16,955.72	14,234.28	54.36
MAINTENANCE & REPAIRS	4,206.86	25,500.00	0.00	26,594.79	( 1,094.79)	104.29
OCCUPANCY	7,809.58	9,620.00	634.37	9,352.87	267.13	97.22
CONTRACTUAL SERVICES	367,087.20	446,050.00	37,539.44	323,945.76	122,104.24	72.63
OTHER CHARGES	3,343.59	( 321,443.00)	80.38	( 242,101.89)	( 79,341.11)	75.32
TOTAL UTILITY CUSTOMER SERVICE	680,610.79	452,504.00	61,376.54	347,834.82	104,669.18	76.87
TOTAL FINANCE	1,021,428.51	686,855.00	88,198.35	526,341.51	160,513.49	76.63

HUMAN RESOURCE

00-NON-PROGRAM						
PERSONNEL COSTS	81,238.30	126,021.00	10,458.16	92,276.57	33,744.43	73.22
SUPPLIES & MATERIALS	707.23	6,875.00	82.02	1,617.12	5,257.88	23.52
OCCUPANCY	2,901.52	3,445.00	242.27	2,866.84	578.16	83.22
CONTRACTUAL SERVICES	30.00	325.00	13.00	36.00	289.00	11.08

FINANCIAL STATEMENT  
AS OF: JULY 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	87,914.99	173,365.00	13,803.77	141,184.15	32,180.85	81.44
SUPPLIES & MATERIALS	9,856.27	19,050.00	2,623.07	13,865.30	5,184.70	72.78
MAINTENANCE & REPAIRS	63,852.52	129,100.00	15,854.89	111,426.57	17,673.43	86.31
OCCUPANCY	6,537.56	11,128.00	1,085.81	10,374.33	753.67	93.23
CONTRACTUAL SERVICES	3,362.76	11,471.00	44.98	3,534.98	7,936.02	30.82
OTHER CHARGES	5,234.12	( 107,380.00)	( 490.74)	( 84,945.46)	( 22,434.54)	79.11
CAPITAL OUTLAY	0.00	25,000.00	0.00	24,245.00	755.00	96.98
TOTAL 00-NON-PROGRAM	176,758.22	261,734.00	32,921.78	219,684.87	42,049.13	83.93
TOTAL INFORMATION TECHNOLOGY	176,758.22	261,734.00	32,921.78	219,684.87	42,049.13	83.93

TRAINING/BROADCASTING

00-NON-PROGRAM						
TOTAL						

POLICE

ADMINISTRATION						
PERSONNEL COSTS	354,752.90	468,325.00	32,785.78	386,137.98	82,187.02	82.45
SUPPLIES & MATERIALS	19,291.43	28,145.00	3,207.63	23,962.83	4,182.17	85.14
MAINTENANCE & REPAIRS	23,162.53	32,710.00	2,554.56	25,749.10	6,960.90	78.72
OCCUPANCY	43,277.09	56,380.00	3,636.15	42,839.22	13,540.78	75.98
CONTRACTUAL SERVICES	150,954.33	197,345.00	611.41	144,174.35	53,170.65	73.06
OTHER CHARGES	15,227.46	35,155.00	2,520.00	28,237.15	6,917.85	80.32
CAPITAL OUTLAY	34,405.00	505,375.00	0.00	1,497.50	503,877.50	0.30
TOTAL ADMINISTRATION	641,070.74	1,323,435.00	45,315.53	652,598.13	670,836.87	49.31

CODE ENFORCEMENT

PERSONNEL COSTS	43,211.71	56,996.00	4,673.76	45,667.60	11,328.40	80.12
SUPPLIES & MATERIALS	729.38	5,200.00	674.26	2,024.15	3,175.85	38.93
MAINTENANCE & REPAIRS	131.06	1,950.00	183.98	1,105.25	844.75	56.68
CONTRACTUAL SERVICES	5,615.00	12,875.00	313.78	1,903.77	10,971.23	14.79
OTHER CHARGES	3,437.09	21,945.00	0.00	12,109.67	9,835.33	55.18
TOTAL CODE ENFORCEMENT	53,124.24	98,966.00	5,845.78	62,810.44	36,155.56	63.47

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

.01-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
--------------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

<b>POLICE-CID</b>						
PERSONNEL COSTS	113,405.77	247,540.00	19,807.59	195,051.75	52,488.25	78.80
SUPPLIES & MATERIALS	2,052.88	4,400.00	1,144.33	2,370.02	2,029.98	53.86
MAINTENANCE & REPAIRS	223.55	3,360.00	40.56	350.83	3,009.17	10.44
CONTRACTUAL SERVICES	1,362.37	3,600.00	0.00	21.50	3,578.50	0.60
OTHER CHARGES	3,073.00	6,700.00	0.00	4,601.40	2,098.60	68.68
TOTAL POLICE-CID	120,117.57	265,600.00	20,992.48	202,395.50	63,204.50	76.20

<b>POLICE-PATROL</b>						
PERSONNEL COSTS	970,935.90	1,386,860.00	110,611.54	1,091,929.26	294,930.74	78.73
SUPPLIES & MATERIALS	72,842.16	108,986.00	7,089.74	76,739.58	32,246.42	70.41
MAINTENANCE & REPAIRS	17,295.72	21,241.00	712.80	16,586.34	4,654.66	78.09
CONTRACTUAL SERVICES	18,498.12	12,870.00	105.98	4,251.31	8,618.69	33.03
OTHER CHARGES	4,864.77	9,800.00	226.67	4,237.58	5,562.42	43.24
CAPITAL OUTLAY	91,516.89	168,539.00	0.00	168,537.38	1.62	100.00
TOTAL POLICE-PATROL	1,175,953.56	1,708,296.00	118,746.73	1,362,281.45	346,014.55	79.75

<b>POLICE-CRIME PREVENTION</b>						
PERSONNEL COSTS	67,579.08	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	684.14	2,650.00	34.97	1,223.97	1,426.03	46.19
MAINTENANCE & REPAIRS	174.82	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	532.00	900.00	0.00	408.50	491.50	45.39
OTHER CHARGES	137.50	1,150.00	386.31	865.31	284.69	75.24
TOTAL POLICE-CRIME PREVENTION	69,107.54	4,700.00	421.28	2,497.78	2,202.22	53.14
TOTAL POLICE	2,060,207.63	3,406,797.00	191,321.80	2,285,797.60	1,120,999.40	67.10

<b>FIRE-VOLUNTEER</b>						
<b>00-NON-PROGRAM</b>						
PERSONNEL COSTS	6,177.44	92,291.00	9,119.58	60,619.02	31,671.98	65.68
SUPPLIES & MATERIALS	10,700.40	51,704.00	5,855.26	39,333.16	12,370.84	76.07
MAINTENANCE & REPAIRS	80,492.78	178,815.00	72,009.28	185,909.26	( 7,094.26)	103.97
OCCUPANCY	25,780.41	46,150.00	2,573.95	35,204.59	10,945.41	76.28
CONTRACTUAL SERVICES	27,813.59	21,411.00	0.00	20,865.97	545.03	97.45
OTHER CHARGES	18,409.02	25,525.00	3,081.81	20,039.69	5,485.31	78.51
CAPITAL OUTLAY	0.00	66,980.00	57,755.70	57,755.70	9,224.30	86.23
TOTAL 00-NON-PROGRAM	169,373.64	482,876.00	150,395.58	419,727.39	63,148.61	86.92
TOTAL FIRE-VOLUNTEER	169,373.64	482,876.00	150,395.58	419,727.39	63,148.61	86.92

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR	CURRENT	M-T-D	Y-T-D	BUDGET	% OF
	Y-T-D	BUDGET	ACTUAL	ACTUAL	BALANCE	BUDGET
OTHER CHARGES	6,517.85	6,800.00	458.77	4,930.59	1,869.41	72.51
TOTAL 00-NON-PROGRAM	301,609.10	301,440.00	21,912.72	229,224.52	72,215.48	76.04
TOTAL MUNICIPAL COURT	301,609.10	301,440.00	21,912.72	229,224.52	72,215.48	76.04
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL COSTS	372,401.93	497,825.00	34,497.50	390,359.24	107,465.76	78.41
SUPPLIES & MATERIALS	10,245.74	14,550.00	722.70	6,043.11	8,506.89	41.53
MAINTENANCE & REPAIRS	331.93	2,000.00	1,390.45	3,135.10	( 1,135.10)	156.76
OCCUPANCY	9,021.33	12,700.00	874.73	8,228.39	4,471.61	64.79
CONTRACTUAL SERVICES	134,259.76	307,500.00	12,300.94	235,026.79	72,473.21	76.43
OTHER CHARGES	38,908.73	49,291.00	2,064.02	39,494.18	9,796.82	80.12
CAPITAL OUTLAY	0.00	73,000.00	0.00	0.00	73,000.00	0.00
TOTAL 00-NON-PROGRAM	565,169.42	956,866.00	51,850.34	682,286.81	274,579.19	71.30
TOTAL PLANNING & DEVELOPMENT	565,169.42	956,866.00	51,850.34	682,286.81	274,579.19	71.30
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL COSTS	525,391.92	684,110.00	53,024.01	500,734.22	183,375.78	73.19
SUPPLIES & MATERIALS	53,222.03	84,700.00	10,971.97	58,614.98	26,085.02	69.20
MAINTENANCE & REPAIRS	39,529.15	459,000.00	52,718.97	140,152.05	318,847.95	30.53
OCCUPANCY	8,915.39	14,010.00	821.77	9,593.70	4,416.30	68.48
CONTRACTUAL SERVICES	24,108.52	128,225.00	4,329.50	47,846.88	80,378.12	37.31
OTHER CHARGES	55,382.67	11,900.00	2,190.73	7,390.02	4,509.98	62.10
CAPITAL OUTLAY	0.00	545,700.00	166.36	151,158.50	394,541.50	27.70
TOTAL ADMINISTRATION	706,549.68	1,927,645.00	124,223.31	915,490.35	1,012,154.65	47.49
RECREATION						
CONTRACTUAL SERVICES	30,174.00	42,500.00	0.00	19,750.00	22,750.00	46.47
TOTAL RECREATION	30,174.00	42,500.00	0.00	19,750.00	22,750.00	46.47
PARKS						
PERSONNEL COSTS	357,155.88	556,885.00	53,657.94	419,821.77	137,063.23	75.39
SUPPLIES & MATERIALS	23,321.20	40,375.00	2,803.59	24,703.17	15,671.83	61.18
MAINTENANCE & REPAIRS	41,164.36	86,950.00	1,017.94	61,121.32	25,828.68	70.29
OCCUPANCY	47,107.74	56,940.00	6,112.83	49,850.06	7,089.94	87.55
CONTRACTUAL SERVICES	10,862.74	23,880.00	3,642.75	17,424.95	6,455.05	72.97
OTHER CHARGES	5,479.17	12,150.00	360.83	7,952.59	4,197.41	65.45

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

01-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
--------------	-------------	----------------	--------------	--------------	----------------	-------------

BUILDING MAINTENANCE

PERSONNEL COSTS	121,406.65	161,265.00	14,578.54	116,382.65	44,882.35	72.17
SUPPLIES & MATERIALS	10,252.97	14,080.00	1,796.51	12,705.48	1,374.52	90.24
MAINTENANCE & REPAIRS	642.14	1,889.00	232.36	959.11	929.89	50.77
OCCUPANCY	360.20	1,200.00	40.94	339.50	860.50	28.29
CONTRACTUAL SERVICES	1,008.58	1,600.00	60.72	1,326.88	273.12	82.93
OTHER CHARGES	175.70	( 32,423.00)	0.00	( 24,284.69)	( 8,138.31)	74.90
CAPITAL OUTLAY	0.00	30,000.00	0.00	0.00	30,000.00	0.00
TOTAL BUILDING MAINTENANCE	133,846.24	177,611.00	16,709.07	107,428.93	70,182.07	60.49
TOTAL PUBLIC WORKS	1,355,557.01	3,312,936.00	230,913.53	1,851,901.61	1,461,034.39	55.90

LIBRARY

00-NON-PROGRAM						
PERSONNEL COSTS	404,399.59	533,514.00	44,610.82	431,421.99	102,092.01	80.86
SUPPLIES & MATERIALS	62,178.84	58,121.00	6,595.80	51,546.89	6,574.11	88.69
MAINTENANCE & REPAIRS	14,375.49	15,583.00	418.76	12,793.04	2,789.96	82.10
OCCUPANCY	33,233.28	42,224.00	4,278.92	30,779.68	11,444.32	72.90
CONTRACTUAL SERVICES	17,585.40	23,765.00	1,657.00	17,957.20	5,807.80	75.56
OTHER CHARGES	9,115.27	11,896.00	768.39	9,194.82	2,701.18	77.29
TOTAL 00-NON-PROGRAM	540,887.87	685,103.00	58,329.69	553,693.62	131,409.38	80.82
TOTAL LIBRARY	540,887.87	685,103.00	58,329.69	553,693.62	131,409.38	80.82

SEDC ADMINISTRATION

00-NON-PROGRAM						
TOTAL						
TOTAL						

*** TOTAL EXPENSES ***	8,125,215.55	12,245,442.56	1,072,779.19	8,954,524.09	3,290,918.47	73.13
REVENUES OVER/(UNDER) EXPENDITURES	223,314.54	( 3,095,766.56)	( 511,983.54)	( 583,123.70)	( 2,512,642.86)	18.84

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

02-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
----------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

CHARGES FOR SERVICES

TOTAL						
-------	--	--	--	--	--	--

WATER REVENUES

10-00-4101 WATER SALES-RESIDENTIAL	1,041,266.39	1,362,500.00	152,946.85	1,137,437.41	225,062.59	83.48
10-00-4102 WATER SALES-COMMERCIAL	910,141.40	1,100,900.00	132,003.72	1,067,468.71	33,431.29	96.96
10-00-4150 PENALTIES	26,797.05	32,700.00	0.00	27,138.86	5,561.14	82.99
10-00-4152 WATER TAPPING FEES	8,550.00	5,000.00	300.00	6,200.00	( 1,200.00)	124.00
10-00-4154 WATER SERVICE FEES	17,735.00	22,000.00	1,437.50	13,350.00	8,650.00	60.68
10-00-4156 OTHER	300.00	0.00	0.00	1,127.68	( 1,127.68)	0.00
TOTAL WATER REVENUES	2,004,789.84	2,523,100.00	286,688.07	2,252,722.66	270,377.34	89.28

WASTEWATER REVENUES

10-00-4201 WASTEWATER SALES-RESIDENTIAL	749,769.52	904,700.00	82,884.99	778,491.40	126,208.60	86.05
10-00-4202 WASTEWATER SALES-COMMERCIAL	591,899.90	686,700.00	63,757.71	626,359.93	60,340.07	91.21
10-00-4250 PENALTIES	19,441.37	23,980.00	0.00	18,983.34	4,996.66	79.16
10-00-4252 SEWER TAPPING FEES	1,650.00	2,000.00	1,475.00	3,275.00	( 1,275.00)	163.75
10-00-4256 OTHER	560.00	5,000.00	0.00	450.00	4,550.00	9.00
TOTAL WASTEWATER REVENUES	1,369,320.79	1,622,380.00	148,117.70	1,427,559.67	194,820.33	87.99

OTHER REVENUE

TOTAL						
-------	--	--	--	--	--	--

INTEREST INCOME

10-00-4400 INTEREST RECEIPTS	3,076.57	3,000.00	2,458.81	15,999.09	( 12,999.09)	533.30
TOTAL INTEREST INCOME	3,076.57	3,000.00	2,458.81	15,999.09	( 12,999.09)	533.30

INTERGOVERNMENTAL

TOTAL						
-------	--	--	--	--	--	--

MISCELLANEOUS

10-00-4519 BACKFLOW TESTING COST	1,500.00	3,000.00	0.00	6,700.00	( 3,700.00)	223.33
10-00-4547 BY THE WAY CAMPGROUND	9,755.34	22,000.00	4,242.30	17,552.59	4,447.41	79.78
10-00-4548 LCRA/WCID	79,143.70	85,000.00	10,490.53	104,517.12	( 19,517.12)	122.96
TOTAL MISCELLANEOUS	90,399.04	110,000.00	14,732.83	128,769.71	( 18,769.71)	117.06

TRANSFERS-IN

10-00-4732 TRANS IN - IMPACT FUND #303	0.00	0.00	0.00	246,683.55	( 246,683.55)	0.00
--	------	------	------	------------	---------------	------



FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

02-WATER/WASTEWATER FUND

EVENTS	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
--------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

OTHER SOURCES

10-00-4810 INSURANCE PROCEEDS	0.00	0.00	0.00	441.85	( 441.85)	0.00
TOTAL OTHER SOURCES	0.00	0.00	0.00	441.85	( 441.85)	0.00

** TOTAL REVENUE **	3,461,586.24	4,258,480.00	451,997.41	4,109,203.12	149,276.88	96.49
---------------------	--------------	--------------	------------	--------------	------------	-------

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

102-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						

WATER/WASTEWATER DEPT.

ADMINISTRATION						
PERSONNEL COSTS	554,230.56	890,111.00	71,008.03	668,644.59	221,466.41	75.12
SUPPLIES & MATERIALS	29,252.74	52,710.00	5,160.96	37,061.75	15,648.25	70.31
MAINTENANCE & REPAIRS	5,938.29	19,430.00	1,230.39	10,316.88	9,113.12	53.10
OCCUPANCY	16,651.10	23,470.00	1,464.49	15,524.68	7,945.32	66.15
CONTRACTUAL SERVICES	566,511.61	609,560.00	58,644.80	950,101.42	( 340,541.42)	155.87
OTHER CHARGES	42,121.66	46,000.00	1,028.56	52,399.03	( 6,399.03)	113.91
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
DEBT SERVICE	1,050,723.04	1,460,311.00	120,301.58	1,199,838.11	260,472.89	82.16
TRANSFERS OUT	143,333.40	275,000.00	0.00	275,000.00	0.00	100.00
TOTAL ADMINISTRATION	2,408,762.40	3,386,592.00	258,838.81	3,208,886.46	177,705.54	94.75

W/WW DISTRIBUTION/COLLECT						
SUPPLIES & MATERIALS	2,334.73	22,800.00	472.82	22,295.69	504.31	97.79
MAINTENANCE & REPAIRS	35,582.41	76,900.00	16,101.92	83,145.43	( 6,245.43)	108.12
CONTRACTUAL SERVICES	1,966.35	5,340.00	91.20	4,085.75	1,254.25	76.51
OTHER CHARGES	416.50	1,500.00	0.00	497.50	1,002.50	33.17
CAPITAL OUTLAY	0.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00
TOTAL W/WW DISTRIBUTION/COLLECT	40,299.99	2,406,540.00	16,665.94	110,024.37	2,296,515.63	4.57

WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	27,219.48	31,000.00	3,555.27	27,632.36	3,367.64	89.14
MAINTENANCE & REPAIRS	44,346.08	252,212.00	30,453.30	230,976.38	21,235.62	91.58
OCCUPANCY	104,286.52	116,000.00	9,019.27	88,691.30	27,308.70	76.46
CONTRACTUAL SERVICES	87,844.66	124,350.00	525.00	88,082.59	36,267.41	70.83
TOTAL WATER PRODUCTION/TREAT	263,696.74	523,562.00	43,552.84	435,382.63	88,179.37	83.16

WW TREATMENT PLANT						
SUPPLIES & MATERIALS	21,707.46	29,800.00	1,373.61	21,472.79	8,327.21	72.06
MAINTENANCE & REPAIRS	104,204.20	241,100.00	15,878.32	132,002.32	109,097.68	54.75

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

02-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
--------------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

REVENUES OVER/(UNDER) EXPENDITURES	436,104.66	( 2,701,806.00)	100,306.39	( 72,850.15)	( 2,628,955.85)	2.70
------------------------------------	------------	-----------------	------------	--------------	-----------------	------

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

301-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
----------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

TAXES & PENALTIES

10-00-4007 MOTEL/HOTEL TAX RECEIPTS	2,220,721.86	2,800,000.00	293,637.68	2,204,844.75	595,155.25	78.74
TOTAL TAXES & PENALTIES	2,220,721.86	2,800,000.00	293,637.68	2,204,844.75	595,155.25	78.74

INTEREST INCOME

10-00-4400 INTEREST EARNED	1,612.46	1,500.00	990.16	6,080.90	( 4,580.90)	405.39
TOTAL INTEREST INCOME	1,612.46	1,500.00	990.16	6,080.90	( 4,580.90)	405.39

MISCELLANEOUS

10-00-4514 MISCELLANEOUS INCOME	152.81	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	152.81	0.00	0.00	0.00	0.00	0.00

\* TOTAL REVENUE \*\*

	2,222,487.13	2,801,500.00	294,627.84	2,210,925.65	590,574.35	78.92
--	--------------	--------------	------------	--------------	------------	-------

FINANCIAL STATEMENT  
AS OF: JULY 31ST, 2016

01-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
--------------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

ION-DEPARTMENT

00-NON-PROGRAM						
TOTAL						
TOTAL						

HOTEL/MOTEL TAX FUND

00-NON-PROGRAM						
CONTRACTUAL SERVICES	1,145,130.00	1,160,619.00	112,389.02	1,017,108.02	143,510.98	87.63
OTHER CHARGES	13,956.90	62,274.00	0.00	8,276.20	53,997.80	13.29
TRANSFERS OUT	1,012,892.30	1,455,813.00	113,567.75	1,228,677.50	227,135.50	84.40
TOTAL 00-NON-PROGRAM	2,171,979.20	2,678,706.00	225,956.77	2,254,061.72	424,644.28	84.15
TOTAL HOTEL/MOTEL TAX FUND	2,171,979.20	2,678,706.00	225,956.77	2,254,061.72	424,644.28	84.15

** TOTAL EXPENSES ***	2,171,979.20	2,678,706.00	225,956.77	2,254,061.72	424,644.28	84.15
REVENUES OVER/(UNDER) EXPENDITURES	50,507.93	122,794.00	68,671.07	( 43,136.07)	165,930.07	35.13-

\*\*\* END OF REPORT \*\*\*

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: THE CITY COUNCIL WILL CONDUCT THE FIRST "PUBLIC HEARING "ON THE PROPOSED PROPERTY TAX RATE FOR THE CITY OF BASTROP FOR FISCAL YEAR 2017.

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

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No         
In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's (the City of Bastrop) proposed tax rate exceeds the effective rate, the entity is required to conduct two public hearings. This evening the Council will conduct the first of the required "Public Hearing". The second public hearing is scheduled to be held at the regular City Council Meeting on September 13, 2016. The City Council cannot take any action regarding the tax rate at these public hearings. The sole purpose of the "Public Hearing" is to provide the public an opportunity to address the Council regarding the proposed tax rate. **The Bastrop City Council will consider the second reading of an ordinance to adopt the "Tax Rate" for the City of Bastrop Fiscal Year 2017 at the September 27, 2016 City Council Meeting at 6:30 pm at the City Hall located at 1311 Chestnut Street Bastrop Texas 78602. Members of the public are encouraged to attend the hearings and express their views to the Mayor and City Council.** (Please note that the wording above in bold must be read at the close of the "Public Hearing".)

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE    
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:



# CITY OF BASTROP, TEXAS

## Proposed Tax Rate Hearing

PROPOSED TAX RATE	<u>\$0.5640</u> per \$100
PRECEDING YEAR'S TAX RATE	<u>\$0.5640</u> per \$100
EFFECTIVE TAX RATE	<u>\$0.5577</u> per \$100
ROLLBACK RATE	<u>\$0.5674</u> per \$100

<u>Tax Rate Distribution:</u>	<u>2016</u>	<u>2015</u>
Maintenance & Operations	\$0.3640	\$0.3596
Debt Service	\$0.2000	\$0.2044

The proposed tax rate will produce approximately \$52,000 in additional tax levy than the effective rate.

Effective Rate – Tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years.

This Tax Rate will raise more taxes for Maintenance & Operations than last year's tax rate.

The Tax Rate will effectively be raised by 2.59 percent and will raise taxes for Maintenance & Operations on a \$100,000 home by approximately \$4.40.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: STATUS OF EXTENDING BASTROP'S CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - WATER ALONG HIGHWAY 71. THE LEGAL WORK CARRIED OUT BY CHARLES BUNDREN IS ESSENTIALLY COMPLETE. TREY JOB WILL KEEP UP WITH ANY RESPONSES TO THE FINAL NOTICE WHICH HAS BEEN DISTRIBUTED TO CCN'S IN THE VICINITY. THE CCN EXTENSION WILL BE FINAL IN 90 DAYS.

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Marvin Townsend

---

**From:** Trey Job  
**Sent:** Monday, August 22, 2016 1:47 PM  
**To:** Marvin Townsend  
**Cc:** Traci Chavez  
**Subject:** CCN Update.

Mr. Townsend the CCN application has been deemed administratively complete, below is a timeline of events, and how I expect they will carry out over the next 90 days.

- On July 14, 2016, the City of Bastrop (the City) filed an application to amend its water certificate of convenience and necessity (CCN) No. 11198 in Bastrop County to provide water service to an area that was recently decertified. The City is currently providing sewer service to all businesses within the subject area.
- On July 18, 2016, the Administrative Law Judge (ALJ) issued Order No. 1, requiring Staff to file a recommendation on the administrative completeness of the City's application and proposed notice by August 15, 2016. Therefore, this pleading is timely filed.
- We received a copy from the PUC stating the application has been deemed administratively complete on August 17, 2016.
- The notification will be sent to the newspaper this week and run for 14 consecutive days, the neighboring water supplier will be notified too i.e. Aqua Water supply corp. WCID#2, The colony Mud, and LCRA etc...
- – My understanding is that approximately 90 days after the notices have been complete the CCN Amendment would be completed.
- So given we are roughly 2 weeks away from completing the notices (due to newspaper publishing's), we are approximately 100 days from the new CCN boundary being enacted.
- There are two caveats to this timeline. One is if someone intervenes based on either the mailed or published notices (**I do not expect that since the area was previously decertified**). The second is the final CCN map that the PUC prepares. If we do not agree with their map, it may take a bit of back and forth to resolve any mapping issue.

**Trey Job, CPM**  
**Director**  
**Public Works, Parks, & Utilities**  
**City of Bastrop, Texas**

# Memo

**To:** Mayor Kesselus and Council Members  
**From:** City Manager Marvin Townsend  
**Date:** August 30, 2016  
**Re:** Extending Bastrop's Certificate of Convenience and Necessity - Water

---

1. Aqua has decertified the area along Highway 71 West of Bastrop, which includes approximately 100 acres in two tracts north of the highway. The major customers are Lone Star Storage, Lowe's, Carl's, Jr., Specs, Double Dave's, Staples, Ross, AT&T, Subway, IBC Bank, Academy, Petco, TJ Max and other nearby stores. Aqua did not have facilities in this area.
2. The City has extended water service. The process has been lengthy. It is apparent that Aqua will expect payment for existing facilities as the City expands its service area by annexation.
3. The attached status report from Trey Job indicates the CCN certification process is almost complete.





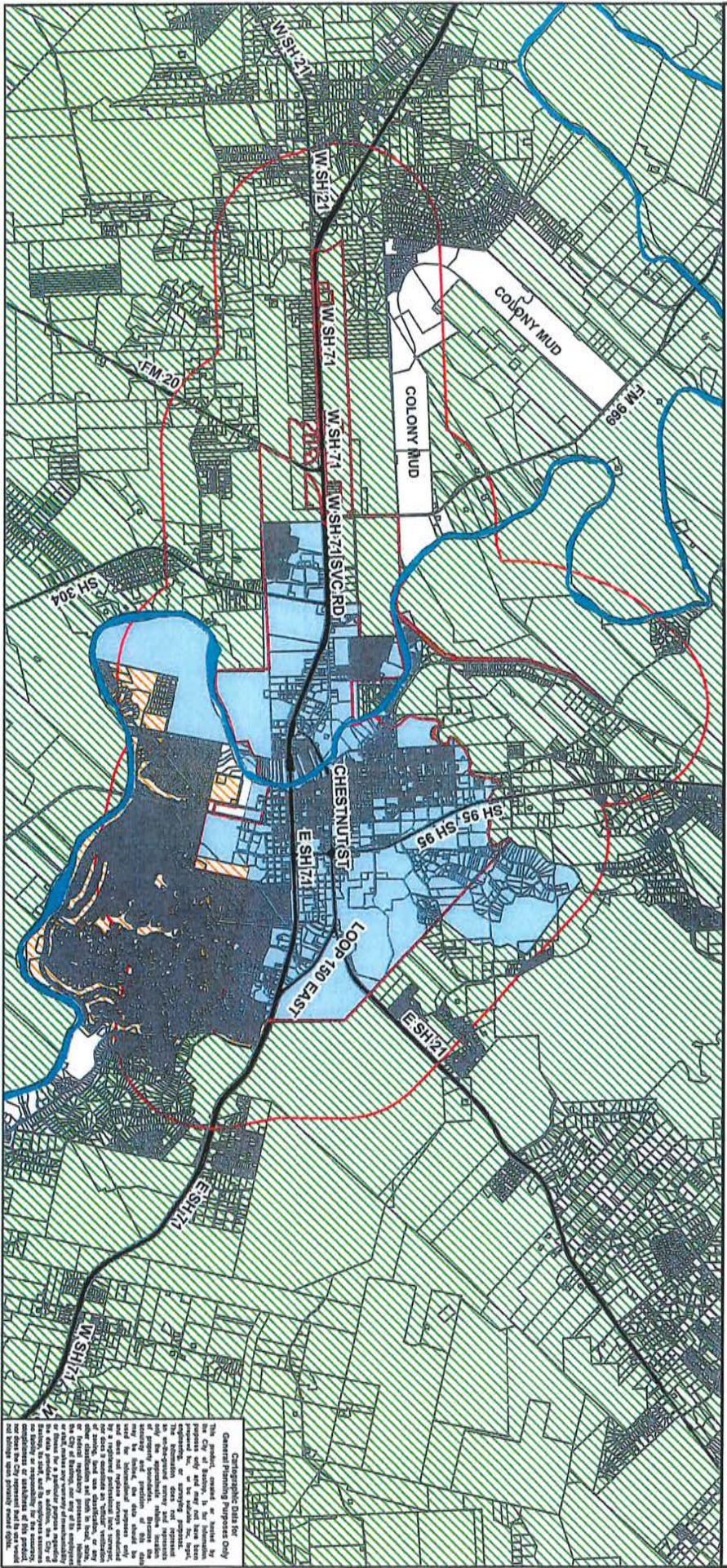
# WATER CCN BOUNDARIES

## Legend

-  City Limits
-  1 Mile ETJ

-  Water CCN Boundary
-  CITY OF BASTROP

-  AQUA WSC
-  BASTROP COUNTY WCID 2



**City of Bastrop, Louisiana**  
 This project, prepared for the City of Bastrop, is the responsibility of the City of Bastrop, Louisiana. The City of Bastrop, Louisiana, is not responsible for the accuracy or completeness of the information provided herein. The City of Bastrop, Louisiana, is not responsible for the accuracy or completeness of the information provided herein. The City of Bastrop, Louisiana, is not responsible for the accuracy or completeness of the information provided herein.

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: STATUS UPDATE ON XS RANCH WATER.

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

3. Nature of Request: (Brief Overview) Attachments: Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted:  Yes  No  N/A

Bid Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_  
Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: STATUS OF WELL PERMIT APPLICATION.

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

3. Nature of Request: (Brief Overview) Attachments: Yes \_\_\_ No X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **HORSES AND PARADES.**

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

3. Nature of Request: (Brief Overview) Attachments: Yes \_\_\_ No X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **DISCUSSION OF LEGAL BILLS.**

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_

Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Memo

**To:** Mayor Kesselus and Council Members  
**From:** City Manager Marvin Townsend  
**Date:** August 22, 2016  
**Re:** Status of Legal Bills

1. The use of outside counsel during calendar years 2015 and 2016 has resulted in much discussion. The detail billings are public records, but generally not subject to open record disclosures until the legal matter has been resolved or the billings have been reviewed to delete any detail that might indicate legal strategy.

2. The following status report identifies contract costs paid in 2015 and 2016 generally through June, excluding the attorney who during this period has been the prosecutor in Municipal Court.

A) Jo-Christi Brown	
General Legal Work	\$ 519,045
Water Permit	55,113
Developer Reimbursements	42,000 *
	<u>37,363</u>
	<u>\$ 569,521</u> (Through June 2016)

\* Possibly to be reimbursed from a developer

B) Charles Bundren	
Pine Forest	\$ 434,140 (Through April 2016)
VanDiver	40,516 (Through April 2016)
Red Light Camera	22,519 (Through April 2016)
Aqua CCN	<u>23,713</u> (Through April 2016)
	<u>\$ 520,898</u>

C) Paul Terrill – Water Well Permit	<u>\$ 506,257</u> (Through June 2016)**
-------------------------------------	---

\*\* Will be charged to Water Bond Fund

3. Apparently a number of requests for more detail about these bills, both open records requests and Council Member requests are pending. Time spent tabulating and reviewing already paid bills may be of some interest, but probably not helpful in moving forward to resolve the controversies that are involved.

4. If requests are received for additional attorney billing information, all City Council Members will receive copies of the response.



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING ANY FINAL ADJUSTMENTS TO THE FY 2016-2017 BUDGET.**

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes X No       

4. Policy Implication: \_\_\_\_\_

5. Budgeted:        Yes        No **N/A**  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board:               Disapproved        None

10. Manager's Recommendation:        Approved        Disapproved        None

11. Motion Requested

CITY OF BASTROP, TEXAS  
SUMMARY OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FISCAL YEAR 2016-2017 BUDGET

	GENERAL FUND	DEBT SERVICE FUNDS	CAPITAL IMPROVEMENT FUNDS	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BASTROP POWER & LIGHT	BASTROP ECONOMIC DEVELOPMENT CORP.	TOTAL ALL FUNDS
<b>BEGINNING BALANCES</b>	\$ 3,779,786	\$ 240,714	\$ 7,453,099	\$ 5,333,095	\$ 3,687,889	\$ 3,634,311	\$ 3,712,346	\$ 27,841,240
<b>REVENUES:</b>								
AD VALOREM TAXES	3,136,861	1,765,118	-	362,030	-	-	-	5,264,009
SALES TAXES	4,456,850	-	-	-	-	-	2,209,500	6,666,350
FRANCHISE & OTHER TAXES	510,000	-	-	2,895,500	-	-	-	3,405,500
LICENSES & PERMITS	165,500	-	-	2,300	-	-	-	167,800
SERVICE FEES	548,900	-	-	435,300	4,498,700	6,976,250	-	12,459,150
FINES & FORFEITURES	272,000	-	-	51,500	-	-	-	323,500
INTEREST & OTHER REVENUE	30,000	7,000	28,000	68,550	27,500	20,000	25,300	206,350
INTERGOVERNMENTAL	221,000	285,056	253,208	1,796,011	-	-	-	2,555,275
MISCELLANEOUS	48,500	-	20,000	5,450	-	3,000	-	76,950
<b>TOTAL REVENUES</b>	9,389,611	2,057,174	301,208	5,616,641	4,526,200	6,999,250	2,234,800	31,124,884
TRANSFERS FROM	557,750	499,927	-	868,922	-	-	-	1,926,599
<b>TOTAL AVAILABLE RESOURCES</b>	13,727,147	2,797,815	7,754,307	11,818,658	8,214,089	10,633,561	5,947,146	60,892,723
<b>EXPENDITURES:</b>								
GENERAL GOVERNMENT	4,197,862	-	-	-	-	-	-	4,197,862
PUBLIC SAFETY	4,291,714	-	-	153,600	-	-	-	4,445,314
DEVELOPMENT SERVICES	813,596	-	-	-	-	-	-	813,596
COMMUNITY SERVICES	1,790,085	-	-	1,746,116	-	-	-	3,536,201
UTILITIES	-	-	-	731,848	3,226,926	6,727,832	-	10,686,606
DEBT SERVICE	-	2,372,895	-	499,927	1,425,366	160,599	693,063	5,151,850
ECONOMIC DEVELOPMENT	-	-	-	1,994,894	-	-	1,725,775	3,720,669
CAPITAL PROJECTS	-	-	6,514,890	460,000	1,000,000	-	-	7,974,890
<b>TOTAL EXPENDITURES</b>	11,093,257	2,372,895	6,514,890	5,586,385	5,652,292	6,888,431	2,418,838	40,526,988
TRANSFER TO	-	-	-	868,919	-	657,750	-	1,526,669
<b>ENDING FUND BALANCE</b>	\$ 2,633,890	\$ 424,920	\$ 1,239,417	\$ 5,363,354	\$ 2,561,797	\$ 3,087,380	\$ 3,528,308	\$ 18,839,066
<b>TOTAL REVENUES:</b>	\$	\$	\$	\$	\$	\$	\$	\$
	33,051,483	9,002,174	42,053,657					
<b>TOTAL APPROPRIABLE FUNDS:</b>	\$	\$	\$	\$	\$	\$	\$	\$
	42,053,657	9,002,174	42,053,657					

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL TO RENEW THE LEASE AGREEMENT WITH LCRA FOR THE RUSTY REYNOLDS LITTLE LEAGUE BASEBALL FIELDS. THE LEASE OF THE 20.97 ACRE SITE WILL BE FOR 5 YEARS WITH MUTUAL CONSENT RENEWALS.**

2. Party Making Request: **Director of Public Works, Parks and Utilities, Trey Job**

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

The City of Bastrop Parks Recreation department is requesting approval to renew the lease with LCRA. The term of this Lease Agreement shall be five (5) years commencing on the Commencement Date and terminating on the date that is the 5<sup>th</sup> anniversary of the Commencement Date, unless sooner terminated as provided herein. The term may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent of the City and LCRA.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: X Yes \_\_\_\_\_ No N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:  
**Staff recommends approval of the lease agreement, so we may in turn enter into an agreement with the Bastrop Little league.**

9. Advisory Board: X Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested I move to approve entering into the lease with LCRA regarding the Rusty Reynolds baseball fields.

# City of Bastrop



## Agenda Information Sheet:

**City Council Meeting Date:** August 23, 2016

### Agenda Item Description:

**CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL TO RENEW THE LEASE AGREEMENT WITH LCRA FOR THE RUSTY REYNOLDS BASEBALL FIELDS**

### Item Summary:

The previous lease expired, and it is time for a renewal of our lease with LCRA regarding the Rusty Reynolds Baseball complex located adjacent to the Public Works facility located at the corner of Hill Street & Linden street.

### Attachments:

Copy of the unexecuted Lease agreement.

**LEASE AGREEMENT**

STATE OF TEXAS                                     §  
   §  
COUNTY OF BASTROP                           §

**SPECIAL CONDITIONS**

**DATE:** \_\_\_\_\_, 2016

**LANDLORD:** Lower Colorado River Authority, a conservation and reclamation district of the state of Texas, referred to herein as "LCRA"

**TENANT:** City of Bastrop, Texas, referred to herein as "City"

**LEASE:** This Lease consists of Special Conditions, General Conditions, and the Attachments listed on page 2.

**PREMISES:** A 20.97-acre tract of land, more or less, out of the Bastrop Town Tract Four League Grant, A-11 Survey, Bastrop County, Texas, being more specifically described in the field notes and map or plat attached hereto as **Exhibit A** and incorporated herein for all purposes.

**LCRA TRACT NO.:** Bastrop Steelyard (BY-01)

**TERM:** The term of this Lease Agreement shall be five (5) years commencing on the Commencement Date and terminating on the date that is the 5<sup>th</sup> anniversary of the Commencement Date, unless sooner terminated as provided herein. The Term may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent of the City and LCRA.

**COMMENCEMENT DATE:** \_\_\_\_\_, 2016.

IN CONSIDERATION of the sum of One dollar (\$1.00) and the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA hereby demises to CITY, to administer and maintain as set forth herein and CITY takes in an "as is" condition from LCRA, for the Term and subject to the covenants and conditions herein, the Premises.

**PURPOSE:**

The purpose of this Lease Agreement is to provide for the management, maintenance, and use of the Premises and facilities by City for the City’s Little League program.

**NOTICES:**

All notices pursuant to this Lease Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail, certified or registered mail, postage prepaid, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail.

TO LCRA:  
Manager, Real Estate Services  
Lower Colorado River Authority  
P.O. Box 220  
Austin, Texas 78767-0220

TO CITY:  
City Manager  
P. O. Box 729  
650 Hwy 21 East  
Bastrop, Texas 78602

**ATTACHMENTS TO LEASE AGREEMENT:**

This Lease includes the following attachments which are attached hereto and made a part hereof:

1. GENERAL CONDITIONS
2. EXHIBIT A, Legal Description and Map of Premises
3. EXHIBIT B, LCRA’s Maintenance Standards
4. EXHIBIT C, Land and Water Use Regulations

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate originals, the day and year first above written.

Landlord:  
Lower Colorado River Authority

TENANT:  
City of Bastrop, Texas

By: \_\_\_\_\_  
Steven Brown, Manager  
Real Estate Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GENERAL CONDITIONS OF LEASE AGREEMENT

### **1.0 LIMITATION OF THE DEMISE**

- 1.1 This Lease Agreement and the rights and privileges granted City in and to the Premises are subject to all covenants, conditions, easements, restrictions, and exceptions of record or apparent.
- 1.2 City understands and agrees that the rights conveyed by this Lease Agreement are surface rights only, and that this Lease Agreement and the Premises are taken subject to the rights of LCRA (as mineral estate owner). LCRA's reservation of mineral rights does not include the right to ingress and egress for mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals.

### **2.0 RESERVATIONS TO LCRA**

- 2.1 LCRA reserves the right to go over and across the Premises for the purpose of passing through the Premises to the extent necessary or convenient in the operation of the properties of the LCRA.

### **3.0 UTILITIES, SERVICES, AND TAXES**

- 3.1 City shall construct or cause to be constructed, and shall pay for all utilities necessary to serve the Premises.
- 3.2 City agrees to pay for the performance of governmental functions or services in connection with the Premises, including emergency assistance, and shall pay therefor from current revenues available to the City.
- 3.3 All taxes and assessments which become due and payable upon the Premises or City's leasehold interest in the Premises and upon any improvements constructed on the Premises or upon fixtures, equipment, or other property installed or constructed thereon shall be the full responsibility of City, and City shall cause taxes and assessments to be paid promptly and before delinquency.

### **4.0 LICENSES, PERMITS, RESTRICTIONS, COMPLIANCE WITH LAWS**

- 4.1 City shall comply with all federal, state, and local laws, ordinances and regulations in the performance and exercise of all rights, duties, functions, and services on the Premises.

- 4.2 No person may fire or possess any weapon on the Premises except as authorized by State law, including Tex. Parks & Wildlife Code § 62.081. Any observed violation of this law shall be reported to an LCRA Ranger, state game warden or other peace officer. Further, City shall not place, or allow anyone to place, cyanide guns, arsenic, or any other poisons, or mechanical devices, such as traps or snares, to control predators or other forms of wildlife on the Premises without prior written permission of LCRA. City further agrees that no fireworks shall be discharged on or adjacent to the Premises by City, City's invitees, or concessionaires.
- 4.3 City shall not discriminate against anyone on the basis of age, race, religion, color, sex, national origin, or disability in the provision of recreational opportunities on the Premises. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence.
- 4.4 It is understood and agreed between LCRA and City, that LCRA is a public agency and that the lands of LCRA are to be open to the public for lawful recreational purposes. City agrees that it will not prevent the public from having use of the Premises for lawful recreational purposes. No charge shall be made by City for such privileges. City may collect from the public fees for use of facilities and improvements on the Premises.
- 4.5 City shall not use or operate nor cause, suffer, or allow the Premises to be used for human habitation.

## **5.0 DEFAULT BY CITY AND REMEDIES**

### **5.1 Events of Default**

Should City default in the performance of any covenant, condition, restriction, or agreement contained in this Lease Agreement or in carrying out its purpose LCRA shall have the option to terminate this Lease Agreement without any notice or demand whatsoever. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA.

## **6.0 CONSTRUCTION OF IMPROVEMENTS BY CITY**

- 6.1 LCRA's Consent. No structures, improvements, or facilities shall be constructed, erected, altered or made within the Premises without prior written consent of the LCRA.



- 6.2 Signs. City agrees not to construct, maintain, or allow any sign upon the Premises except signs associated with the Little League Program. Signs, banners, flags, etc., that do not meet LCRA standards, may be removed by LCRA. City shall name LCRA and the City as project co-sponsors on all permanent signs or plaques erected on the Premises.
- 6.3 Mechanics Liens. City shall at all times indemnify and hold LCRA harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney's fees.
- 6.4 Removal of Lien. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, City shall either:
- i. Record a valid Release of Lien in the County Clerk's office wherein such lien is filed;
  - ii. deposit in cash with a title company approved by LCRA, within Travis County, Texas, twice the amount of the claim shown on the lien in question, and City hereby authorizes payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien holder claim; or
  - iii. Prepare and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should City fail to accomplish one of the three optional actions within thirty (30) days after receiving notice from LCRA of the filing of such a lien, such failure shall be an event of default and LCRA may pursue the remedies for default set out herein.

- 6.5 Any and all buildings, improvements and fixtures constructed, placed or maintained on any part of the Premises during the Term shall remain on the Premises and become the property of LCRA upon termination of this Lease.

## **7.0 OPERATION AND MAINTENANCE**

- 7.1 City shall, to the satisfaction of LCRA, keep and maintain the Premises and all improvements of any kind which may be erected, installed, or made thereon in a clean, sightly, and safe condition and in substantial repair, reasonable wear and tear excepted. City shall maintain the Premises free of litter, dumping wastes, overgrown vegetation, and other natural or manmade conditions which would diminish the natural qualities of the Premises. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. It shall be City's responsibility to take all steps necessary or appropriate to maintain such a standard

of condition and repair. Within 30 days after the Commencement Date, City shall submit to LCRA a Maintenance Plan and Schedule, which complies with LCRA's Maintenance standards, attached hereto as Exhibit B. In the event City fails to maintain the Premises to the satisfaction of LCRA, LCRA shall give City written notice of such failure, identifying the items that require maintenance or repair. City shall have 30 days from the date of such notice to perform the required maintenance or repair. If City fails to perform the required maintenance or repair to the satisfaction of LCRA within such 30 day period, LCRA may immediately terminate this Lease by giving written notice to City. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA. LCRA shall have the option, in its sole discretion, to perform the required maintenance or repair, and in the event LCRA performs such work, City shall reimburse LCRA for the expenditures made by LCRA in the performance of such work. Such reimbursement shall be made within 30 days after receipt of an invoice from LCRA. This reimbursement obligation shall survive the termination of this Lease.

- 7.2 City shall not dump or allow dumping of any garbage, trash, or other waste on the Premises. City shall indemnify LCRA for any costs associated with the cleanup of any pollution caused by City's use of Premises.
- 7.3 City shall not cause or promote the erosion of soil or other forms of Non-point Source Pollution (NPS) on the Premises.
- 7.4 City shall, at all times applicable, apply and enforce LCRA's Land and Water Use Regulations, a copy of which is attached hereto as Exhibit C as those regulations may be amended from time to time. To the extent of any conflict between the Land and Water Use Regulations and the terms of this Lease Agreement, the terms of this Lease Agreement shall control.
- 7.5 City agrees to provide adequate public safety, including police, and fire protection to the Premises at all times, and shall especially guard the Premises from abuse through vandalism or wanton destruction.
- 7.6 The Premises shall be kept open for public use at reasonable hours and times of the year as determined by City.

## **8.0 INDEMNIFICATION AND INSURANCE**

- 8.1 It is agreed that in the use of the Premises, City is acting independently and not as an agent, employee, nor representative of LCRA. City shall indemnify and hold harmless LCRA, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, including but not limited

to claims of LCRA's negligence, which LCRA, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of any person (including employees of City), or damage to property (including property of City) as a result, arising out of, or in any manner connected with this Lease Agreement or with the occupancy or use of the Premises by anyone.

8.2 Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by LCRA or the City pursuant to law. Nothing in this Lease Agreement shall be construed to create a cause of action for the benefit of any person not a party to this Lease Agreement, or to create any rights for the benefit of any person not a party to this Lease Agreement not otherwise existing at law.

8.3 City shall procure and maintain insurance acceptable to LCRA in full force and effect throughout the term of this Lease at City's sole cost and expense. The policy or policies of insurance shall name LCRA as an additional insured, shall insure both LCRA and City against all claims, demands, or actions rising out of or in connection with City's use or occupancy of the Demised Premises or by the condition of the Demised Premises, and shall, at a minimum, provide the following forms of coverage in the amounts specified:

**1. Comprehensive General Liability:**

- (a) \$ 500,000 bodily injury, each person
- (b) \$ 1,000,000 bodily injury, each occurrence
- (c) \$ 300,000 property damage; and
- (d) \$ 1,000,000 umbrella coverage

**2. Fire and Extended Coverage:**

Not less than eighty percent (80%) of the cost of replacement of all insurable improvements within the Premises. Water damage and debris cleanup provisions shall be included.

8.4 Insurance shall be in force the first day of the term of this Lease and shall continue in force throughout the term of this Lease. Additional fire insurance in the amount stated above shall be in force upon the date of completion of construction or installation of each major insurable improvement by City.

8.5 Each policy of insurance shall contain the following clauses:

**"IT IS AGREED THAT THE POLICY SHALL NOT BE CANCELED NOR THE COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER LCRA'S MANAGER OF REAL ESTATE SERVICES SHALL HAVE RECEIVED WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION. THE NOTICE SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL AND SHALL BE DEEMED EFFECTIVE ON THE DATE DELIVERED, AS EVIDENCED BY PROPERLY VALIDATED RETURN RECEIPT."**

**"THE INCLUSION HEREIN OF ANY PERSON OR ENTITY AS AN INSURED SHALL NOT AFFECT ANY RIGHT SUCH PERSON OR ENTITY WOULD HAVE AS A CLAIMANT HEREUNDER IF NOT SO INCLUDED."**

- 8.6 City agrees to deposit with LCRA at or before the times at which required to be in effect a copy of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect and the policy or policies therefor on deposit with LCRA during the entire term of this Lease.
- 8.7 LCRA and City agree that the amounts of the coverage for the insurance provided for herein shall be reviewed at the expiration of each year during the term of this Lease, and the insurance shall be adjusted in order to maintain insurance with limits at a level then generally prevailing in Travis County, Texas with respect to comparable structures.
- 8.8 The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease.

#### **9.0 ASSIGNING, SUBLETTING, AND SALE**

- 9.1 City shall not assign this Lease Agreement or sublet or rent all or any part of the Premises without the prior written approval of the LCRA.

#### **10.0 SUCCESSORS IN INTEREST**

- 10.1 Unless otherwise provided in this Lease Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the City hereto, all of whom shall be jointly and severally liable hereunder.

#### **11.0 INCORPORATION AND AMENDMENTS**

- 11.1 This Lease Agreement sets forth all of the agreements and understanding of the parties concerning the Premises, and any modification or amendment must be written and properly executed by both parties.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING ENTERING INTO A MAINTENANCE AGREEMENT BETWEEN L&L RANCH LLC, THROUGH ITS AUTHORIZED AGENT ROBERT K. LONG, SR. AND THE CITY OF BASTROP. THE AGREEMENT INCLUDES GILLS BRANCH FROM THE COLORADO RIVER TO THE SOUTH SIDE OF HIGHWAY 71 FOR APPROXIMATELY 3,500 FEET AND A MAINTENANCE WORKING AREA ABOUT 40 FEET ON EACH SIDE OF THE DITCH. THE EASEMENT WILL BE FOR 9 YEARS WITH THE POSSIBILITY OF NEGOTIATING A 10 YEAR RENEWAL OR AN EASEMENT IN PERPETUITY AT THE END OF THE FIRST 9 YEAR LEASE.**

2. Party Making Request: **Director of Public Works, Parks and Utilities, Trey Job**

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

The City of Bastrop Public works department is requesting approval to enter into a maintenance agreement with the between L&L ranch LLC through its authorized agent Robert K. Long, Sr. of the County of Bastrop, State of Texas. The agreement will cover the maintenance of Gills Branch from the beginning of Mr. Long’s property on the south side of Hwy. 71 until it reaches the Colorado River. This section of Gills Branch is a vital part of the City of Bastrop’s overall drainage and is the first step in making the necessary improvements to a large portion of the City of Bastrop’s drainage systems.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: X Yes \_\_\_\_\_ No **N/A**  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:  
**Staff recommends approval of the agreement as written, it has been reviewed by City staff and ready for execution at the discretion of the City Council.**

9. Advisory Board: X Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager’s Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested I move to approve the City Manager to enter into the maintenance agreement as written.  
09-08-2016 78

# City of Bastrop



## Agenda Information Sheet:

City Council Meeting Date: August 23, 2016

### Agenda Item Description:

**CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL TO ENTER INTO A MAINTENANCE AGREEMENT BETWEEN L&L RANCH LLC, THROUGH ITS AUTHORIZED AGENT ROBERT K. LONG, SR. OF THE COUNTY OF BASTROP, STATE OF TEXAS, HEREINAFTER REFERRED TO AS "GRANTOR," AND THE CITY OF BASTROP, A MUNICIPAL CORPORATION, HEREIN REFERRED TO AS "GRANTEE."**

### Item Summary:

The City of Bastrop Public works department is requesting approval to enter into a maintenance agreement with the between L&L ranch LLC. through its authorized agent Robert k. Long, sr. Of the County of Bastrop, state of Texas. The agreement will cover the maintenance of Gills Branch from the beginning of Mr. Longs Property on the south side of Hwy. 71 until it reaches the Colorado river. This section of Gills branch is a vital part of the city of Bastrop's overall drainage and is the first step in making the necessary improvements to a large portion of the City of Bastrop's drainage systems.

### Attachments:

Copy of the unexecuted Maintenance agreement.

Trey Job Director of Public works.

**MAINTENANCE EASEMENT**

**STATE OF TEXAS**           §  
  §                           **KNOW ALL MEN BY THESE PRESENTS**  
**COUNTY OF BASTROP**   §

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Bastrop, Texas, by and between Robert K. Long, Sr. of the County of Bastrop, State of Texas, hereinafter referred to as "Grantor," and the City of Bastrop, a municipal corporation, herein referred to as "Grantee."

1. That Grantor for the consideration of the sum of One Dollar and No/100 (\$1.00), and other good and valuable consideration, paid in hand to Grantor by the Grantee, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is retained, has this day granted and conveyed, and by these present does grant, sell, and convey unto the Grantee, a Maintenance Easement for the purpose of cleaning, clearing, and/or removing conduit, concrete, debris, trash, earth, trees, shrubs, branches, vegetation or any other material or associated appurtenances affecting the water quality, drainage, and/or flow of Gill's Branch Creek ("Creek"), subject to the restrictions set forth below, in, upon, under and across the following described property, to-wit:

All that certain tract or parcel of land identified as a portion of the three thousand five hundred (3500) ft Creek and the forty (40) ft on either side of the bank of the Creek, as shown on the aerial and identified boundary lines attached hereto as Exhibit "A" (the "Easement Tract").

2. The duration of this Maintenance Easement shall be 9 years at which time Grantor will access completed work on the Drainage System and negotiate another Easement of 10 years or an Easement in perpetuity
3. Grantor's right to use the Easement Tract is primary and supersedes the right of use by the Grantee. Grantor reserves the right to determine, in its sole discretion, whether Grantee's use is in conflict with or a detriment to that of Grantor. If Grantor determines such is the case, Grantor, on written notice to the Grantee, has the right to abate or remove that use by Grantee. This notwithstanding, however, Grantor understands and agrees that the purpose of the Maintenance Easement is to clear the Creek and agrees to work with the Grantee in good faith to accomplish that purpose.



4. At any time, the Grantor shall have the right, but not the obligation, to have the Easement Tract surveyed, at his sole cost and expense, which metes and bounds survey will replace and supersede the more general Easement Tract description set forth herein.
5. Grantee shall have the right, but not the obligation to maintain the Easement Tract in accord with the rights and privileges set forth herein. In accord therewith, Grantor acknowledges that Grantee intends to maintain the Easement Tract to protect person, animal, or property, but will do so only so long as it is financially feasible for the Grantee and is in the best interest of the City of Bastrop and its citizens. Grantor reserves the right to assume any of the responsibilities related to the purpose of this Maintenance Easement, including, but not limited to the cleaning, clearing, and/or the removal of conduit, concrete, debris, earth, trash, trees, shrubs, branches, vegetation or any other material affecting the water quality, drainage, and/or flow of the Creek. In the event, however, the Grantor elects to undertake any of the work provided for in this Maintenance Easement, Grantor shall be responsible for all costs expended. The City of Bastrop shall and does hereby agree to indemnify and hold harmless Grantor from any and all damages, loss, or liability of any kind whatsoever by reason of injury to property, improvements, neglect, or wrongdoing of Grantor, its officers, agents, employees, invitees, or other persons, with regard to Grantor's use of the Easement area during Grantor's normal operations necessary to effectively manage Grantor's property as a working ranch to the full extent allowable by law. Any damages to the drainage improvements within the easement by Grantor during these normal operations shall be replaced and repaired by the City of Bastrop at their expense. Grantor will endeavor to work within the easement area only when necessary and agrees to practice good workmanship resulting in minimal impact to the drainage improvements within the easement as shown in exhibit A.
6. The Grantee shall be responsible for obtaining permission from the Grantor, in writing, prior to the removal of any trees located in the Easement Tract, if any, with a diameter at breast height greater than 24", except, however, the City shall not be required to obtain permission from the Grantee to remove trees of any size in the active drainage channel. For purposes of this Maintenance Easement diameter at breast height is defined as 4.5 feet (1.37m) above the forest floor on the uphill side of the tree. For protection of the Grantor If the Easement area is concreted Grantee will hire an engineering firm to ensure the proper construction of any concrete structures in the Easement area. And in the event that said structures are constructed Grantee will ensure that Grantor has access to the North West corner of Grantors property that abuts the City of Bastrop Waste Water Facility (Grantee's property). This access can be a low water crossing, bridge or ingress and egress though Grantees property. \*While this Maintenance Easement is under construction and in effect all damage to Grantors improvements, structures, livestock or acreage outside of the Easement area due to construction of the Drainage Easement or failure thereof the Grantor will be compensated by Grantee at the then fair market value, which shall be determined by an independent appraisal at Grantees expense. Grantee will assist Grantor in a variety of

Riparian Recovery efforts during and after construction of concrete drainage system. This can consist of clean fill, rip rap material and bull rock to repair damage caused by the City of Bastrop's run off on Grantor's property. Also, any area's within or outside the Easement area that are affected by construction of the drainage system will be seeded with native Bermuda grass or other types of grasses approved by Grantor.

7. While this Maintenance Easement is in effect, but subject to the restrictions set forth herein above in paragraphs 2 and 3, the rights and privileges granted by this conveyance are exclusive to the Grantee, and Grantor covenants not to convey any other easement or conflicting rights in the area covered by this grant to any third party.
8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
9. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

TO HAVE AND TO HOLD the said Maintenance Easement perpetually to the Grantee, subject to the restrictions set forth herein above, and its successors and assigns, together with the right and privilege at any and all times to enter said premises, and any part thereof, for the purpose of cleaning, clearing, and/or removing conduit, concrete, earth, debris, trash, trees, shrubs, branches, vegetation or any other material or associated appurtenances related to the maintenance of the water quality, drainage, and/or flow of Gill's Branch Creek.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

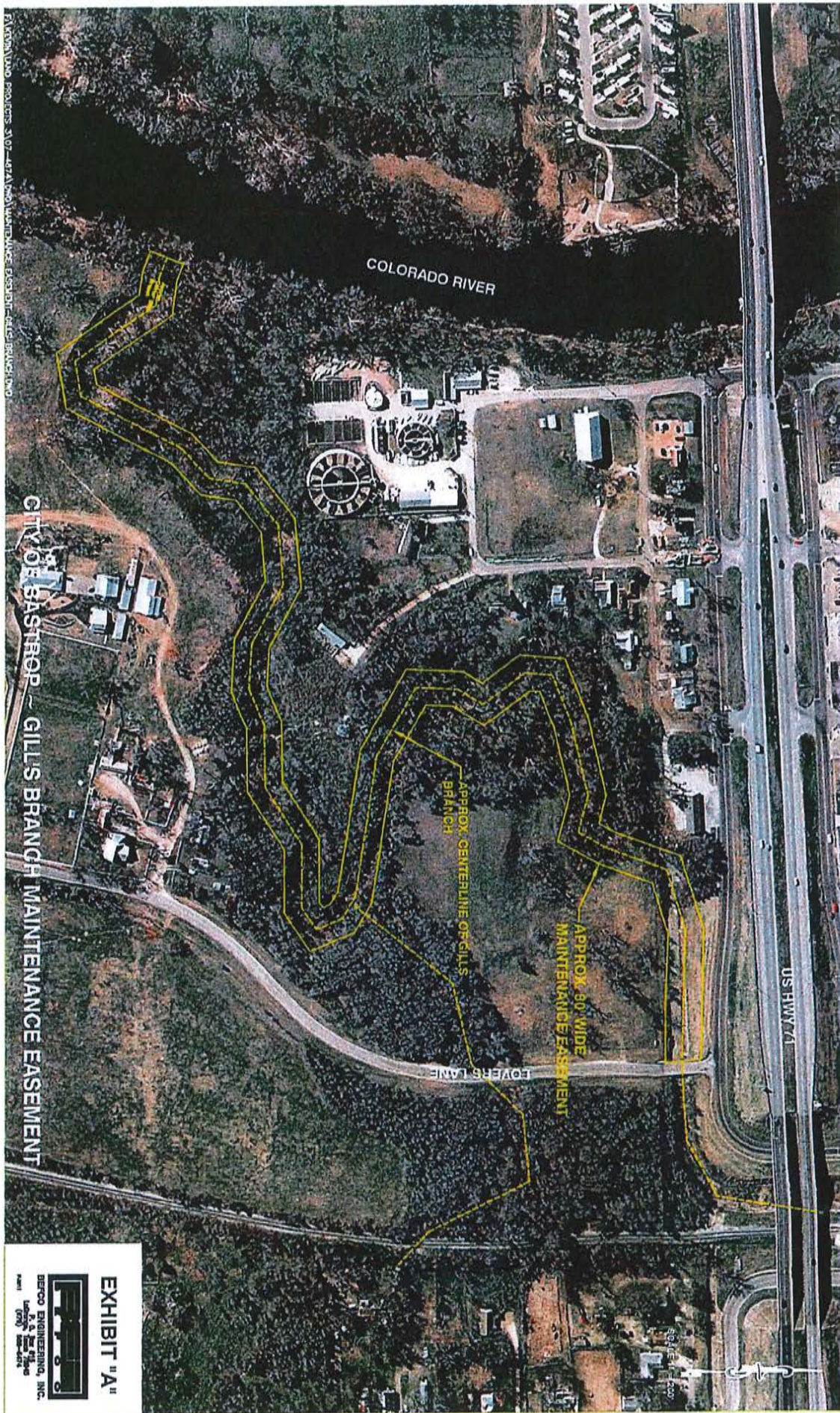
\_\_\_\_\_  
Robert K. Long, Sr.

GRANTOR'S MAILING ADDRESSES:

Robert K. Long, Sr.  
P.O. Box 658  
Bastrop, TX 78602

AFTER RECORDING, RETURN TO GRANTEE:

Bastrop City Secretary  
1311 Chestnut Street  
Bastrop, Texas 78602



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION THAT A PUBLIC HEARING BE HELD AT THE SEPTEMBER 13, 2016 REGULAR COUNCIL MEETING FOR THE CLOSING OF PORTIONS OF THE FOLLOWING UNOPENED STREETS"**

1) **MILL STREET (BLOCKS 20,21,97 AND 98 GENERALLY RUNNING EAST/WEST FROM PAUL C BELL/PECAN TO HILL STREET**

2) **SOUTH STREET (BLOCKS 98,97) GENERALLY RUNNING EAST/WEST FROM OLD CITY LIMITS TO HILL STREET/LOVERS LANE**

3) **PAUL C BELL/PECAN (BLOCKS 98, 99) GENERALLY RUNNING NORTH/SOUTH FROM MILL STREET TO OLD CITY LIMITS**

4) **JEFFERSON STREET (BLOCKS 20, 21, 97, 98) GENERALLY RUNNING NORTH/SOUTH FROM JASPER TO SOUTH STREET**

2. Party Making Request: **Interim City Manager, Marvin Townsend**

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: X Yes \_\_\_\_\_ No **N/A**  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

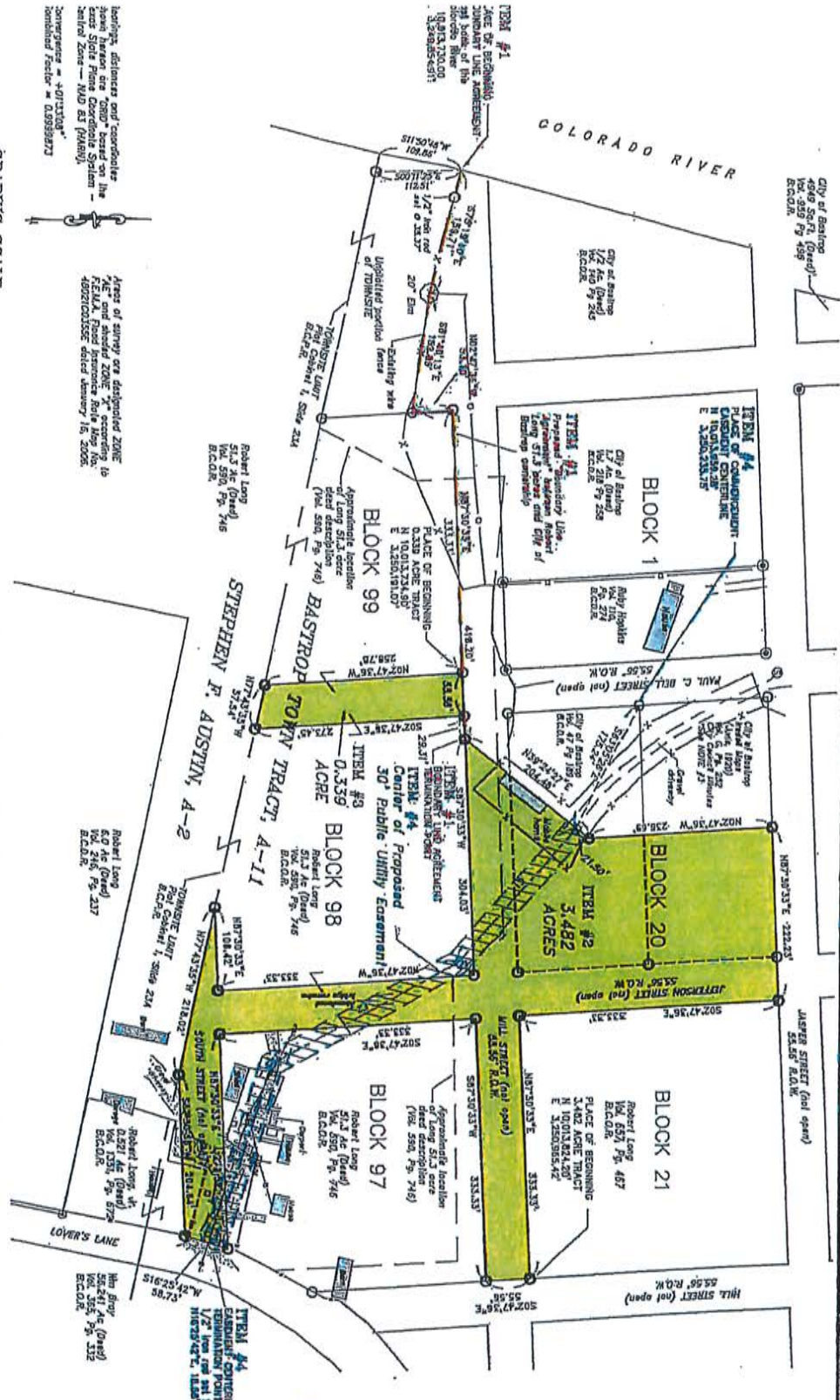
9. Advisory Board: X \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested

City of Bastrop  
4584 S274 (Overlaid)  
1458 S274 Pg 148  
B.C.O.R.

COLORADO RIVER



- LEGEND - 1 inch = 100 ft.
- 1/2" Iron rod found
  - 1/2" Iron rod set
  - Cotton spindle set
  - Overhead electric line
  - Underground telephone cable
  - Sewer line
  - Sewer force main
  - Water line
  - Water meter
  - Water valve
  - Utility pole
  - Telephone pedestal
  - Wire fence
  - Chain link fence
  - Wood fence

PLAT SHOWING THE SURVEY OF THE FOLLOWING, BEING SITUATED IN THE CITY OF BASTROP, ACCORDING TO THE GEORGE HERBELL MAP OF THE CITY DATED 1901, 1920 AND RECORDED IN PLAT CABINET 1, SLIDE 23A OF THE PLAT RECORDS OF BASTROP COUNTY:

- (1) "BOUNDARY LINE AGREEMENT" ESTABLISHING THE LOCATION OF THE NORTH LINE OF THAT ROBERT LONG TRACT DESCRIBED AS 61.3 ACRES IN A DEED FROM CECIL B. LONG, JR. TO ROBERT LONG, DATED DECEMBER 31, 1920 AND RECORDED IN VOLUME 539, PAGE 746 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, SAID BOUNDARY LINE BEING COMMON WITH CERTAIN PORTIONS OF THE TRACTS OF GEORGE HERBELL MAPS OF THE CITY OF BASTROP RIVER TO THE MOST WESTERLY SOUTHWEST CORNER OF THE 3.482 ACRE TRACT ALSO SURVEYED THIS DATE.
- (2) 3.482 ACRES, BEING PART OF THE SOUTH HALF OF BUILDING BLOCK 20 EAST OF WATER STREET DESCRIBED IN A DEED FROM F.A. ORGAIN TO THE CITY OF BASTROP DATED JUNE 7, 1910 AND RECORDED IN VOLUME 417, PAGE 189 OF THE DEED RECORDS OF BASTROP COUNTY, PART OF THE NORTH HALF OF SAID BUILDING BLOCK 20 SHOWN AS CITY OF BASTROP OWNERSHIP ACCORDING TO THE 1920 GEORGE HERBELL MAPS OF THE CITY OF BASTROP (SEE NOTE #3) AND PART OF THE 1920 GEORGE HERBELL MAPS OF THE CITY OF BASTROP (SEE NOTE #3) AND PART ACCORDING TO SAID CITY MAP.
- (3) 0.339 ACRE, BEING PART OF THE UNDEEN RIGHT-OF-WAY OF PAUL C. BELL STREET (PREVIOUSLY KNOWN AS PECAN STREET) ACCORDING TO SAID CITY MAP.
- (4) CENTERLINE DESCRIPTION OF A PROPOSED 90 FOOT WIDE PUBLIC UTILITY EASEMENT ACROSS PORTIONS OF THE ABOVE SAID 61.3 ACRE ROBERT LONG TRACT AND SAID 3.482 ACRE CITY OF BASTROP TRACT ALSO SURVEYED THIS DATE.

STATE OF LOUISIANA  
COUNTY OF BASTROP

I, Kevin Van Hook, a Registered Professional Land Surveyor, do hereby certify that I am the author of the foregoing plat, and that I am duly licensed to practice my profession in the State of Louisiana, and that I have personally examined the facts stated in the survey, and that the professional services contained in the current Texas Society of Professional Surveyors Statement and Specifications for a Survey in Louisiana, in connection with this survey, have been followed.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE!

Kevin Van Hook, R.S.L.S.  
Registration No. 4438  
BREC ENGINEERING, INC.  
P.O. Box 1000700  
1500 Westbank Avenue  
Bastrop, Louisiana 71403  
August 15, 2008  
Revised April 10, 2009  
Revised August 10, 2011  
Revised November 20, 2012  
Revised December 18, 2013

ESTABLISHED LINE TABLE

LINE	BEARINGS	DISTANCE
E1	S89°51'13"E	228.45
E2	S87°24'17"E	428.09
E3	S82°25'25"E	246.57

NOTE #1: After a complete description of Robert Long 51.3 acre tract was given, the survey was continued to the corner of Block 20, the 1920 George Herbell Map of the Bastrop County Council Minutes show the City of Bastrop ownership of the Bastrop County portion of the Robert Long tract. Surveyor was unable to locate any deed or record for this tract.

NOTE #2: The purpose of this survey is to fix the location of the common line between the Long property and City of Bastrop. The survey was conducted in accordance with the provisions of the Louisiana Surveying Act and the provisions of the Louisiana Surveying Act and the provisions of the Louisiana Surveying Act.

NOTE #3: The purpose of this survey is to fix the location of the common line between the Long property and City of Bastrop. The survey was conducted in accordance with the provisions of the Louisiana Surveying Act and the provisions of the Louisiana Surveying Act.

NOTE #4: Robert Long 51.3 acre tract was given, the survey was continued to the corner of Block 20, the 1920 George Herbell Map of the Bastrop County Council Minutes show the City of Bastrop ownership of the Bastrop County portion of the Robert Long tract. Surveyor was unable to locate any deed or record for this tract.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

- 1. Agenda Item: **STATUS REPORT – PINE FOREST LITIGATION**
  - a. **REGIONAL PRESIDING JUDGE OLEN UNDERWOOD ON AUGUST 11, 2016 DENIED THE MOTION TO RECUSE JUDGE CAMPBELL**
  - b. **THE HEARING ON THOSE MOTIONS ORIGINALLY SCHEDULED FOR JULY 27, 2016 HAVE NOW BEEN SET FOR SEPTEMBER 21, 2016 AT 10:30 A.M.**

2. Party Making Request: **Interim City Manager, Marvin Townsend**

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No **N/A**

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested

CAUSE NO. 052-21

THE COUNTY OF BASTROP	§	IN THE DISTRICT COURT
TEXAS,	§	
THE BASTROP INDEPENDENT	§	
SCHOOL DISTRICT,	§	
and	§	
THE CITY OF BASTROP TEXAS	§	
	§	
Plaintiffs,	§	
	§	
VS.	§	21st JUDICIAL DISTRICT
	§	
PINE FOREST INVESTMENTS	§	
GROUP. LLC,	§	
	§	
Defendant.	§	BASTROP COUNTY, TEXAS

---

**PLAINTIFFS' NOTICE OF HEARINGS**

---

Please be advised that the following motions will be heard by the Honorable District Court Judge Carson Campbell at 10:30 a.m. on September 21, 2016 in the Bastrop County District Courtroom in Bastrop County, Texas:

1. Plaintiffs' Motion for Judicial Notice;
  2. Plaintiffs' Second Traditional and No Evidence Motion for Partial Summary Judgment;
  3. "Defendant's motion for partial summary judgment-contract signing";
- and,



4. Plaintiffs' Motion to Render Final Judgment.

Dated: August 18, 2016

Respectfully submitted,

By: /s/ Charles Bundren

**WM. CHARLES BUNDREN & ASSOCIATES  
LAW GROUP, PLLC**

Wm. Charles Bundren, Esq.

Lead Attorney and Attorney-in Charge

State Bar No. 03343200

2591 Dallas Parkway, Suite 300

Frisco, Texas 75034

(214) 808-3555 Telephone

(972) 624-5340 Facsimile

e-mail: charles@bundrenlaw.net

**ATTORNEY FOR PLAINTIFFS AND COUNTER-  
DEFENDANTS**

**CERTIFICATE OF SERVICE**

The undersigned certifies that on this 18th day of August, 2016, all counsel of record were served with a copy of this document in accordance with Rule 21a of the Texas Rules of Civil Procedure by serving the following:

**Benjamin Wetmore, Esq.**

State Bar No. 24088623

**THE LAW OFFICES OF BENJAMIN WETMORE**

159 Black Cap Run

Buda, Texas 78610

Telephone: (512) 865-0735

Telecopier: none provided

E-mail: brw@wetmore-law.com

**ATTORNEY FOR DEFENDANT/COUNTERPLAINTIFF PINE  
FOREST INVESTMENT GROUP, LLC**

**AND ROBERT LEFFINGWELL, INDIVIDUALLY, THIRD-PARTY  
DEFENDANT:**

**and**

Alex S. Valdes, Esq.  
Texas State Bar No. 24037626  
email: [avaldes@winstead.com](mailto:avaldes@winstead.com)  
Scott F. Courtney, Jr, Esq.  
Texas State Bar No. 24084384  
email: [scourtney@winstead.com](mailto:scourtney@winstead.com)

**WINSTEAD PC**

401 Congress Ave., Suite 2100  
Austin, TX 78701  
Telephone: 512-370-2842  
Facsimile: 512-370-2850

**ATTY. FOR INTERVENOR:**

**PINE FOREST PROPERTY OWNERS' ASSOCIATION, INC.**

**and**

**GREGORY S. CAGLE, Esq.**

State Bar No. 24003678

**DAVID J. ATTWOOD, Esq.**

State Bar No. 24062593

The Overlook at Gaines Ranch  
4330 Gaines Ranch Loop, Suite 150  
Austin, Texas 78735

Email: [gcagle@ssjmlaw.com](mailto:gcagle@ssjmlaw.com)

Email: [dattwood@ssjmlaw.com](mailto:dattwood@ssjmlaw.com)

Phone: (512) 347-1604

Fax: (512) 347-1676

**ATTORNEYS FOR INTERVENORS,**

**CLIFTON SEIDEL AND DRUSILLA ROGERS**

**Bill Aleshire, Esq.**

State Bar No. 24031810

Alshire Law, P.C.

700 Lavaca, Suite 1400

Austin, Texas 78701



# Second Administrative Judicial Region of Texas

## Olen Underwood Presiding Judge

*Melanie Sipes*  
Administrative Assistant

*Rebecca Brite*  
Administrative Assistant

August 12, 2016

Benjamin Wetmore  
VIA FACSIMILE  
Fax: 512-367-5989

Wm Charles Bundren  
VIA FACSIMILE  
Fax: 972-624-5340

Alex Valdes  
VIA FACSIMILE  
Fax: 512-370-2850

Bill Aleshire  
VIA FACSIMILE  
Fax: 512-320-9156

Gregory Cagle  
VIA FACSIMILE  
Fax: 512-347-1676

21st District Court  
VIA FACSIMILE  
Fax: 512-581-4038

---

Attached please find Order Denying Motion to Recuse that was signed August 11, 2016 in Cause No.052-21;County of Bastrop, et al vs Pine Forest Investments, et al; Court, Bastrop County, Texas.

cc: District Clerk

FILED 9:39A M  
DATE 08/12/2016  
Sarah Loucks  
District Clerk, Bastrop County

No. 052-21

COUNTY OF BASTROP, ET AL	§	IN THE DISTRICT COURT
	§	
VS	§	BASTROP COUNTY, TX
	§	
PINE FOREST INVESTMENTS, ET AL	§	21 <sup>ST</sup> JUDICIAL DISTRICT

ORDER DENYING DEFENDANT'S AMENDED MOTION TO RECUSE

The court considered the Motion to Recuse and the Amended Motion to Recuse filed by Movant Pine Forest Investments Group, LLC, in the above captioned case. Pursuant to Rule 18a, the motion was referred to the undersigned Presiding Judge of the Second Administrative Judicial Region of Texas by the Honorable Carson Campbell, who declined to recuse voluntarily.

The court has reviewed the motion and has concluded that it does not state legally sufficient grounds for disqualification or recusal. The motion does not comply for the following reasons and therefore no hearing is necessary. The motion is not timely. Rule 18a(b) clearly states:

A motion to recuse:

- (A) must be filed as soon as practicable after the movant knows of the grounds stated in the motion; and
- (B) must not be filed after the tenth day before the date set for trial or other hearing unless, before that day, the movant neither knew nor reasonably should have known:
  - (i) that the judge whose recusal is sought would preside at the trial or hearing; or
  - (ii) that the ground stated in the motion existed.

The allegations that this motion is based on occurred on May 6, 2016, yet Movant waited until July 26, 2016 to file the Motions to Recuse, which was the evening before a scheduled hearing on July 27, 2016. Therefore, the motion is not timely.

The motion additionally alleges a possible ex-parte communication but does not provide details of the conversation, only the appearance of a conversation that may or may not have concerned the instant case. Since Movant claims to "trust(s) the professionalism of Judge Campbell", the Court find no substantial grounds for recual.

09-08-2016

FILED 9:39A M  
 DATE 08/12/2016  
 Sarah Loucks  
 District Clerk, Bastrop County 02

Therefore, The Court

ORDERS the motion DENIED without hearing.

The Court ORDERS the Clerk of the Court to transmit a certified copy of this order to

Olen Underwood, Presiding Judge  
Second Administrative Judicial Region of Texas  
301 North Thompson, Suite 102  
Conroe, Texas 77301  
Fax: (936)538-8167

Date signed: 8/11/16

Olen Underwood  
Judge Presiding

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: Recommendation that the City not extend the red light camera contract with American Traffic Solutions, ask the contractor to continue to pursue collection of unpaid tickets and not incur new obligations against the special camera fund until pending litigation is resolved.

2. Party Making Request: **Interim City Manager, Marvin Townsend**

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No **N/A**  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested

# Memo

**To:** Mayor Kesselus and Council Members  
**From:** City Manager Marvin Townsend  
**Date:** August 31, 2016  
**Re:** Status of Watson, et al v. City of Allen et al (Red Light Camera)

---

In April 2015, James H. Watson, a citizen of Louisiana, filed a lawsuit in state court to attempt to throw out all red light camera tickets based on a challenge to the constitutionality of the state law that authorized tickets based on camera pictures. The lawsuit included 3 private corporations, 53 Texas cities and a limited liability corporation. The case was transferred to the 153<sup>rd</sup>. Federal Court of the Northern district in Fort Worth.

Bastrop's contract was with American Traffic Solutions, Inc. The Watson case (a ticket written in Southlake, Texas) involved Red Flex Traffic Systems, Inc. The red light cameras were in Bastrop from 2011-2015. Apparently \$2,674,828 of tickets were issued based on the 2 camera systems, one located at Tahitian Village intersection with Hwy. 71 and the other at the intersection of Hwy 71 and Hwy 95. Of the total tickets issued, outstanding accounts receivable total \$754,106. After all direct expenses are paid, the State of Texas receives 50% of the net remaining.

The American Traffic Solutions Bastrop contract ended on June 30, 2016. All camera equipment belonging to American Traffic Solutions has been removed by the company and the contract has expired.

The Federal District Court retained jurisdiction after ruling against the requested class action determination. The Federal Court then dismissed some of the individual cases and apparently sent the balance to local courts.

An appeal was filed by Watson with the 5<sup>th</sup> Circuit Court of Appeals in New Orleans. The 5<sup>th</sup> Circuit on May 5, 2016 vacated the Federal District Court decision and remanded the case to the Federal District Court in Fort Worth "with Instruction to remand the case to the Texas Court from where it came".

On August 19, 2016, the Fort Worth Federal District Court removed the Bastrop case to Bastrop County. On September 23, 2016 the Bastrop Court will hear oral arguments regarding Bastrop's pleas to the jurisdiction.

Of the 43,405 tickets issued, 35,240 have been paid. The funds from the Red Light Camera program are accounted for in a designated fund, separate from the general fund. Now that the

cameras have been removed, the revenue for next year will go down from FY-16 projected amount by \$148,500, only budgeting revenue from the collections of outstanding tickets. The projected amount available for use by the City in this fund as of 09/30/2016 is estimated to be \$550,000.00

Funds are restricted for traffic safety programs, including pedestrian safety, public safety programs, intersection improvements and traffic enforcement. Expenditures for defense of this lawsuit are an expense of the red light camera fund. Thus 50% of the costs of defense comes out of the state's share and 50% comes out of the red light camera fund.

It is recommended that the City advise American Traffic Solution that the City does not wish to extend the contract and that the company is requested to continue efforts to collect previously issued, unpaid tickets.

It is further recommended that no further expenditures be budgeted from the fund balance until the Watson litigation is finally resolved.

  
\_\_\_\_\_  
Steve Adcock, Director of Public Safety

  
\_\_\_\_\_  
Tracy Waldron, Chief Financial Officer

  
\_\_\_\_\_  
City Manager, Marvin Townsend