

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



March 27, 2018 at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** – Jacob Anguiano and Fallon Hall, Bastrop Middle School

TEXAS PLEDGE OF ALLEGIANCE

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

- 3. INVOCATION** – Pastor Johnny Bond, Bastrop Church of Christ

4. PRESENTATIONS

- 4A. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the month of April as Child Abuse Prevention Month for the City of Bastrop.

4B. Mayor's Report

4C. Councilmembers' Report

4D. City Manager's Report

5. WORK SESSION/BRIEFINGS

- 5A. Presentation of appreciation from Bastrop County Emergency Food Pantry regarding Empty Bowl Project.

- 5B. Presentation regarding Follow-Up to November Chicken/Rooster Public Meeting.
- 5C. Review and discuss Draft Ethics Ordinance.

6. STAFF AND BOARD REPORTS

- 6A. Receive monthly report from Visit Bastrop.
- 6B. Receive presentation on the unaudited Comprehensive Monthly Financial Report for the period ending February 28, 2018.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the consideration of that item.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 8A. Consider action to approve City Council minutes from the February 20, 2018 workshop and March 13, 2018 regular meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution R-2018-19 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Bastrop Grove, Section 1, being 30.970 acres out of the Nancy Blakey Survey, Abstract 98, located south of the State Highway 71 and north of the extension of Agnes Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.
- 9B. Consider action to approve Resolution No. R-2018-18 of the City Council of the City of Bastrop, Texas, authorizing repealing and replacing polling locations of Resolution No. R-2018-03 ordering the May 5, 2018 General Election to adopt changes to early voting locations and Election Day polling locations; and establishing an effective date.

- 9C. Consider action to approve Resolution No. R-2018-20 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop and Bastrop County Water Control and Improvement District No. 2 for the May 5, 2018 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.
- 9D. Consider action to approve Resolution No. R-2018-21 of the City Council of the City of Bastrop, Texas, approving an amended contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 5, 2018 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

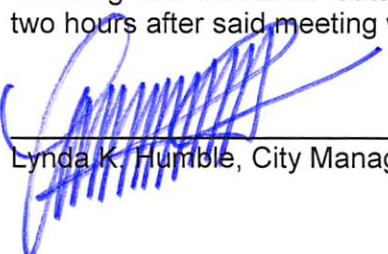
10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct a semi-annual performance evaluation of the City Manager as required by her employment agreement.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Saturday, March 24, 2018 at 5:45 p.m. and remained posted for at least two hours after said meeting was convened.



Lynda K. Humble, City Manager



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 4A

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas, recognizing the month of April as Child Abuse Prevention Month for the City of Bastrop.

STAFF REPRESENTATIVE:

Steve Adcock, Public Safety Director

BACKGROUND/HISTORY:

Since 1983, April has been dedicated to the prevention of child abuse and neglect through the observation of National Child Abuse Prevention Month. The observance serves to educate parents and the community about warning signs and helpful resources, and to reinforce that the safety and well-being of children is a shared community responsibility.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

The recommendation is to declare the month of April 2018 as Child Abuse Prevention Month for the City of Bastrop.

ATTACHMENTS:

Proclamation for Child Abuse Prevention Month

P

ROCLAMATION



WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting, child development and concrete resources they need to cope with stress and how to nurture their children will ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim the month of April 2018 as:

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 27th day of March 2018.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 4B

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
March 27, 2018



Latest Activities

March 13 - 16

- ❖ Congratulations to Brandy Spencer – 25 years!
- ❖ Quarterly Community Support Meeting
 - Project to show links for community services on City website

New addition



Received CMO from TMLI



Planned Events

- March 17
 - Kite and Flower Day
 - “Irish I was in Bastrop” – Pub Crawl
 - St. Patrick was an Irishman w/Honor Choir (Bastrop Opera House)
- March 19 – BEDC Monthly Meeting
- March 20
 - BEDC Launch
 - Ribbon Cutting – All City Real Estate
- March 21 – Texas Travel Industry Association Unity Dinner
- March 22
 - Historical Society Exhibit – Gov Sayers and Cowboys, Cows & Cattlemen
 - Joint City Council and BEDC Board Meeting
- March 23
 - BEST Breakfast Meeting
 - Wesley’s Farewell Luncheon
 - Library Fund Raiser
 - FCI Battle Buddy Walk
- March 24
 - Water & Wastewater Special Workshop
 - Bastrop Youth Performing Arts Academy Fund Raiser
- March 27 – City Council Meeting



Upcoming Events & City Meetings

- March 28 – Ribbon Cutting Anytime Fitness
- March 29
 - Speaker at FCI Women’s Leadership meeting
 - Ribbon Cutting Supreme Lending
- March 30 – Good Friday (City Offices Closed)
- April 1 – Easter Sunrise Service (Bastrop State Park)
- April 4
 - Monthly Chamber Luncheon
 - BAIPP Meeting
- April 5 – Farm Street Opry
- April 6 – First Friday Art Walk
- April 7 – Smithville Jamboree Parade on Bastrop City Float!
- April 10 – Bastrop City Council Meeting





STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 4C

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 4D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 5A

TITLE:

Presentation of appreciation from Bastrop County Emergency Food Pantry regarding Empty Bowl Project.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 5B

TITLE:

Presentation regarding Follow-Up to November Chicken/Rooster Public Meeting.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

Steve Adcock, Director of Public Safety

Troy Walters, Code Enforcement/Animal Control Officer

ATTACHMENT:

- PowerPoint Presentation



**Feral Chicken/Rooster Update
To November 29th Public
Meeting**



Update on Action resulting from Chicken Public Meeting – November 29, 2017

- Introduction of Conversation – L. Humble
- Video Recap of November 29, 2017 – C. Guerra
- Overview of “Bermuda” Mitigation Plan – S. Adcock
- Contract with Trapper and Schedule through February 2019 – T. Walters
- Challenges to Current Chicken Sanctuary Definition – T. Walters
- Overview of State Law Definition of Cruelty to Animals – S. Adcock
- Senate Bill 1620 regarding Chicken Ownership – T. Walters
- Review City Ordinance & Consider Changes for Having Caged Chickens – T. Walters
- Proposed Chicken Sanctuary Concept – L. Humble



Government of Bermuda Feral Chicken Mitigation Plan Update

- At November 29th Public Meeting, Herb Goldsmith submitted a Feral Chicken Mitigation Plan implemented by the Government of Bermuda:
 - Overview of Problem Government of Bermuda was attempting to resolve.
 - Methodology used in Bermuda create significant legal challenges in the US.



Trapping Update

- January – February
 - City Attorney drafted trapper contract
 - Negotiated Trapper Contract with Dan Hepker
 - Contract / Insurance / Conflict of Interest Questionnaire were executed by Mr. Hepker
 - Initial trap locations identified
 - Citizen releases obtained to set traps on private property
- March
 - Fed Chickens and Roosters in preparation of trapping
 - Traps fabricated
 - Traps put in place on March 14
 - Update on Fowl captured and relocated

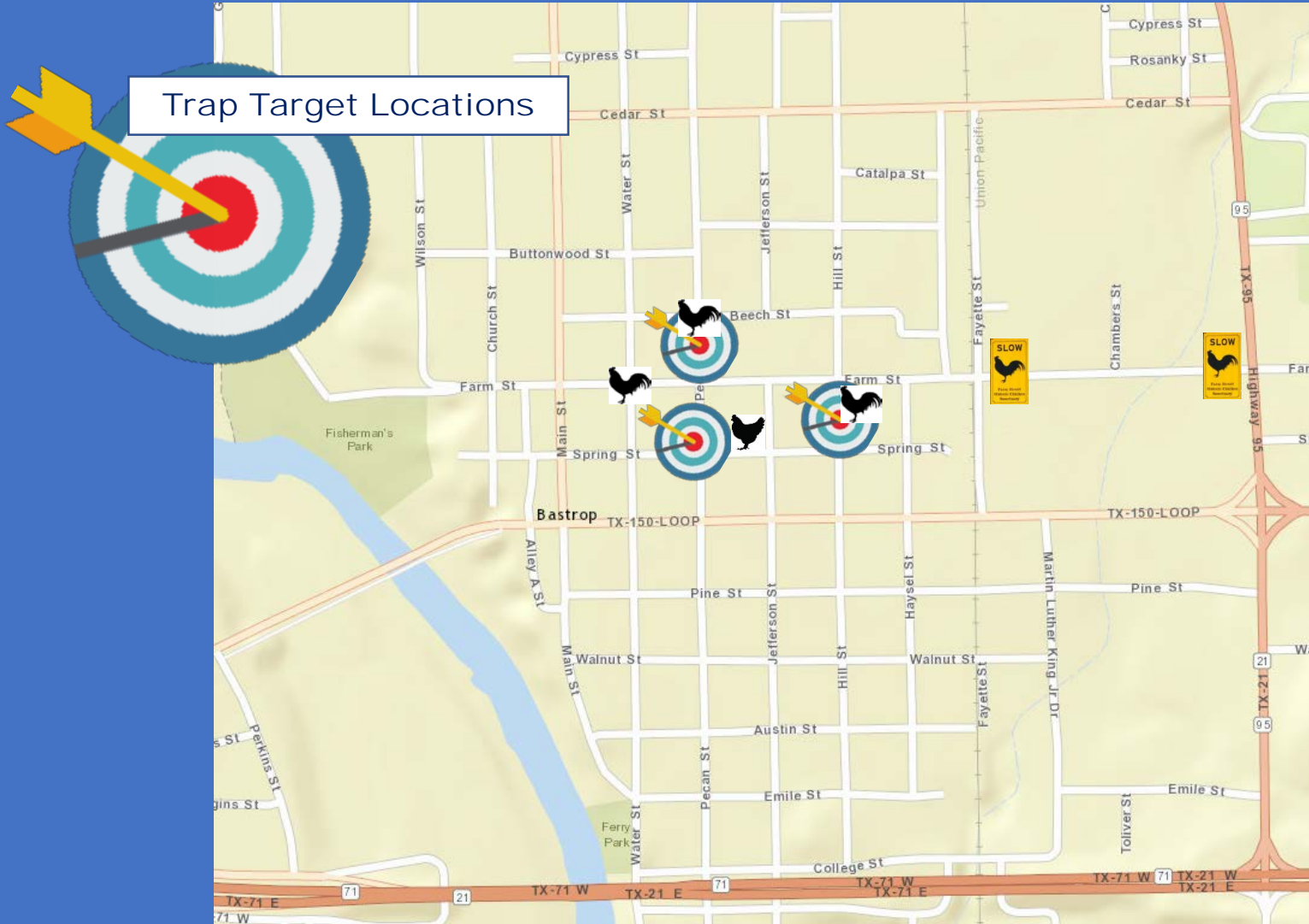


Future Trapping

- Year-long contract with Mr. Hepker
- Will conduct trapping every other month through January 2019
- **Proposed trapping schedule:**
 - March, May, July, September, November, January
 - Two weeks each month
 - Additional citizens will be contacted to seek releases to set traps on private property
 - Troy will feed fowl in preparation of trapping
- **Collection of Eggs:**
 - Troy will also routinely search for “roosting” sites and collects eggs prior to hatching to reduce new population. Will obtain citizen releases to collect on private property.



March Trapping Area:



Chicken Sanctuary Definition - Current

Merely defined in City Ordinance

Section 2.01.001 - Definitions

Protected animals.

(1) Poultry, fowl and birds that are harbored in any city park or park area; and

(2) Chickens that are not owned by an individual and that generally run at large in the vicinity of Farm Street for a distance of approximately one thousand five hundred (*1,500*) feet, between Highway 95 to the railroad tracks near Fayette Street.

- **Need clearer definition of Chicken Sanctuary Boundary:**
 - Limited to the back property line of each property facing Farm Street within the 1,500 feet.



Chicken Sanctuary Definition – Proposed Language Change

- **Need clearer definition of Chicken Sanctuary Boundary.**

Suggested language:

- Limited to the back property line of each property facing Farm Street within the 1,500 feet, between Highway 95 to the railroad tracks near Fayette Street.
- Will bring back Ordinance Amendment for Council consideration adopting a more clear definition of the area that defines the Chicken Sanctuary.
- Once clear language is established, all fowl found outside this area will not be protected and can be trapped.



Overview of State Law Definition of Cruelty to Animals

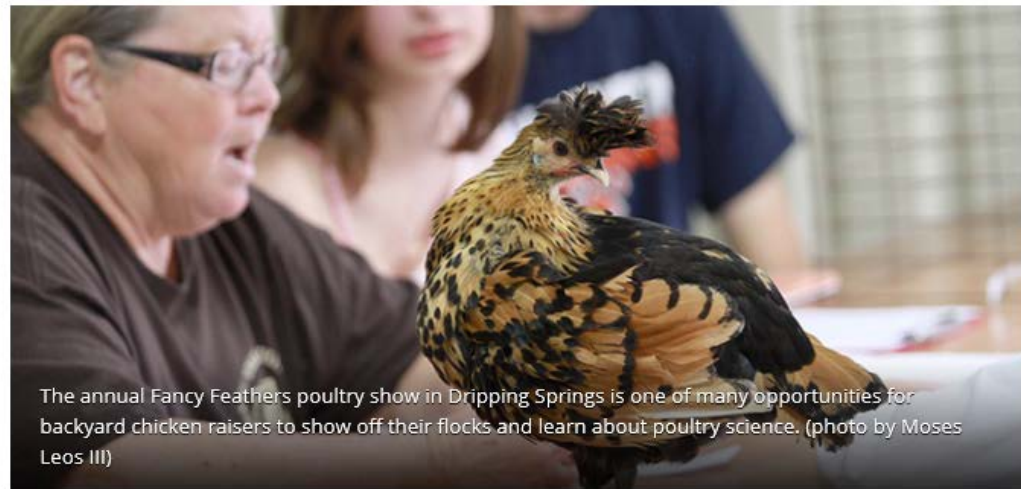
- Definition of Cruelty to Animals
- Appreciate the offers of volunteer help to catch/trap chickens, but trapping must occur in a humane way
- Everyone has a video camera via their smart phone
- Need to manage the capture process while protecting the City's liability



SB 1620 85th Legislature

- Proposed legislation to prohibit cities from not allowing caged fowl.
- Municipality may impose reasonable requirements. . .
- City **may not** prohibit the keeping of six or fewer chickens
- May limit number in excess of six, prohibit breeding, **prohibit roosters**, set minimum distance on coop and location to residential structure

**Bill Died
In Chamber**



The annual Fancy Feathers poultry show in Dripping Springs is one of many opportunities for backyard chicken raisers to show off their flocks and learn about poultry science. (photo by Moses Leos III)

| Proposed backyard chicken bill runs aowl in Texas senate



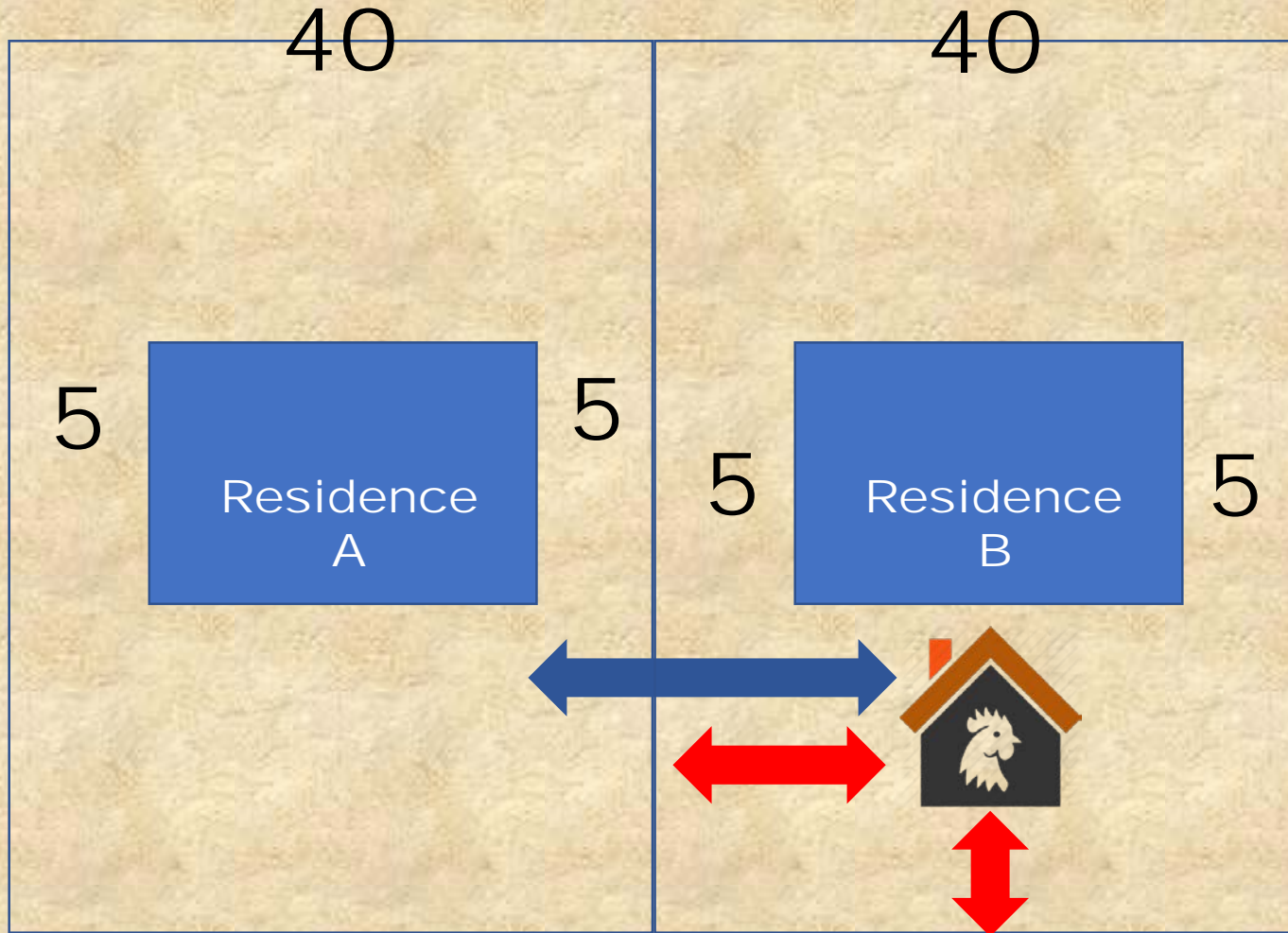
Current City Ordinance

Sec. 2.01.004 - Restrictions on keeping livestock and fowl.

- (1) Within fifty (50) feet of any private residence or dwelling place of a person other than the owners of the animals or fowl;
- (2) Within one hundred (100) feet of any building or structure that is open to the public, with the exception of open park land; or
- (3) – speaks to noises, odors, pests and offensive conditions.



Proposed Legislation Offers Option:



SF-7 - 60'x110' 7K SQF
Non-Conforming 40' wide

Area Cities Fowl Ordinance Requirements

City	Qty Limit	Coop Req.	Roosters	Distance Req.	Comments
Austin	None (100 pigeons)	Yes	N/S	50'	Rebate for chicken keeping class
Round Rock	10	Yes	N/S	50'	Does not apply to zoned AG SF-R
	5			25'	Qty reduced if less than 50'
Elgin	10	Yes	N/S	50'	Qty reduced if less than 50'
	5			25'	
Luling	10*	Yes	N/S	20'	*Qty includes fowl, mice, white rats etc.
	25*		N/S	50'	-
	100**			25'	** - Parakeets
	200**			50'	
	10***			20'	***- Pigeons
	50 ***			35'	
	100			50'	
Smithville	No limit	Yes	N/S	N/S	No specifics
San Marcos	8	Yes	No (exceptions)	30'	Pens non-fenced 100' / Fenced 25' (1 acre)
Lagrange	No limit	Yes	N/S	N/S	
Hutto	5	Yes	N/S	50'	
	10		N/S	100'	
Tyler	6*	Yes	N/S	50'	* AG Exempt 6 per acre / 6 any household
Seguin	12	Yes	No	100'	Coop - 5 sq feet per fowl
Bastrop	No Limit	Yes	N/S	50'	

Consider Changes to Current City Ordinance

Council Direction?

- Keep distance as is
- Change Distance
- Use property line **vs** from neighboring residence to coop



Maintaining a Responsible Chicken Sanctuary in the Future

- Existing Chicken Sanctuary is simply a designated area with general boundaries as defined by ordinance.
- City never established any provisions to maintain a responsible Chicken Sanctuary and never defined what “responsible” looks like.
- Roosters/Chickens can produce a significant number of offspring that must be routinely managed or it will be an ongoing community issue.
- City must establish an on-going management plan with an allocated budget. If not, we are spending important resources to provide a “Band-Aid” solution.



Maintaining a Responsible Chicken Sanctuary in the Future

Recognizing that the Chicken Sanctuary is a part of Bastrop's small town charm:

1. Is there a desire to allocate annual budgetary resources to maintain a Chicken Sanctuary with feral roosters and chickens? (Will spend \$8000 this year + staff time of Code Enforcement/Animal Control Officer Walters, Assistant Police Chief Altgelt, Chief Adcock, City Manager Humble)

Or

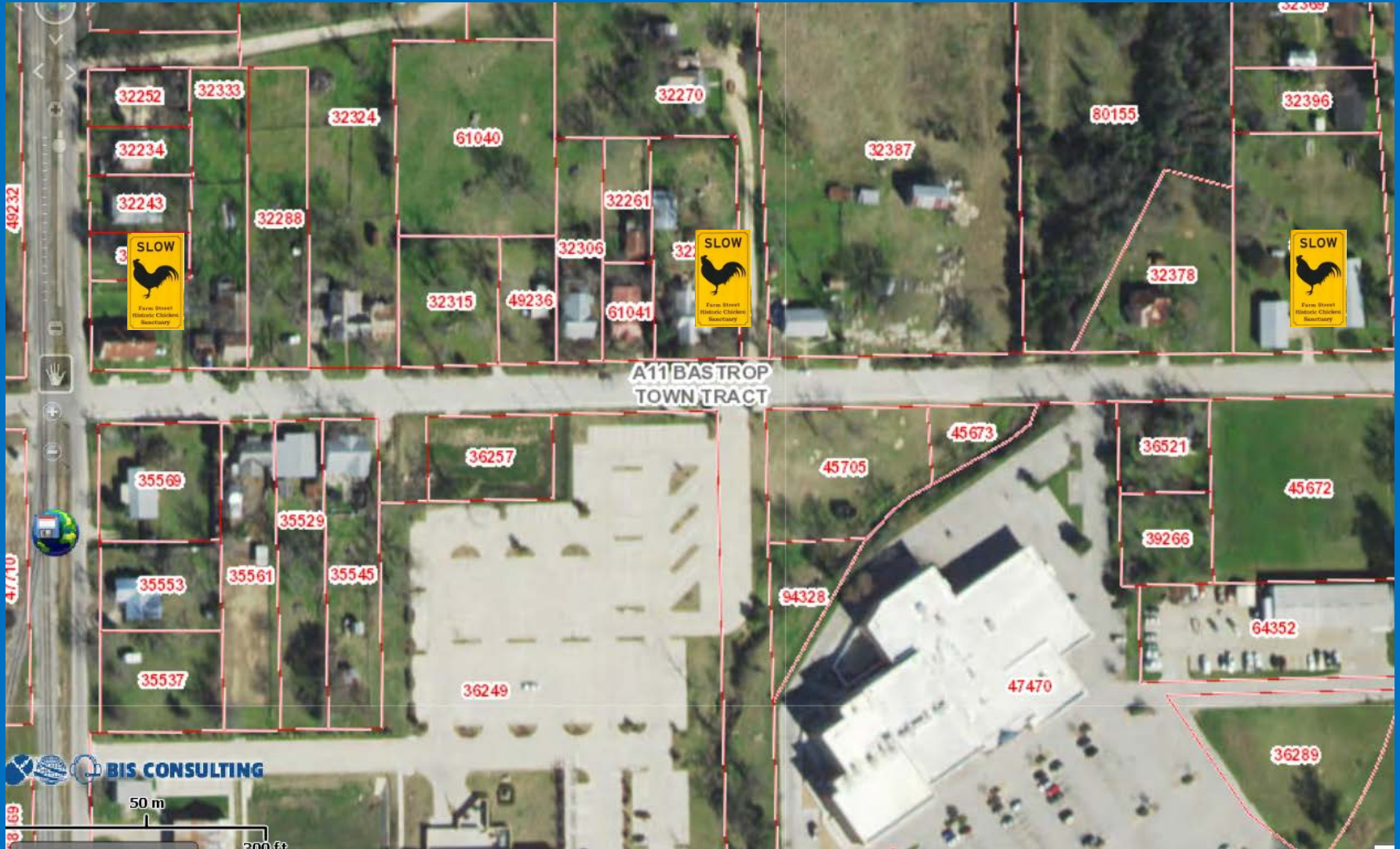
2. Consider an alternative that preserves the Chicken Sanctuary that respects its role in Bastrop's small town charm?



Future Bastrop Chicken Sanctuary:



If Council is amenable, then a location on City Property will be determined:



Large Chicken Coop - L200 - Multifunction & Full Options



<http://homegardenplans.blogspot.com>



Transitioning to an Enclosed Chicken Sanctuary:

- **Establish estimated cost of construction a permanent Chicken Sanctuary structure and fund 1st one in FY 2019's budget.**
- **Identify community partners to help provide responsible care of this Chicken Sanctuary to reduce annual cost of upkeep.**
- **Establish annual funding for future budgets to continue removal of feral roosters and chickens until population has been removed. Will require a multi-year funding commitment.**



FARM & RANCH

Waco Tribune-Herald ■ Sunday, March 4, 2018

6B

Feral chickens problematic in parts of Central Texas

By BRANDON MULDER
Austin American-Statesman

BASTROP — The Capital of Texas Zoo counts tigers, hippos, peacocks, panthers, tigers and camels as residents at its facility in western Bastrop County. And soon it might be welcoming into its fold many of the free-ranging Farm Street chickens, whose constant clucking, cawing and incessant clucking have driven many Bastrop residents to their wits' end.

The city's animal services division is putting a final touch on a contract that would hire outside help to trap and remove many of the fowl that have straggled too far from the Farm Street Historic Chicken Sanctuary, where the chickens have enjoyed legal protection for nearly a decade.

But the flock's population — the sanctuary estimates their numbers have grown to between 100 and 200 birds, many wild and

W7 WacoTrib.com
CENTRAL TEXAS NEWS, 50¢



Texas A&M AgriLife Extension — Adam Russell

Backyard egg production has grown in popularity, but producers should be aware of the risk of salmonella exposure.

Backyard poultry production

No longer wild about those chickens

With far-ranging birds raising Cain, city to move some of its historic flock to zoo

The Dallas Morning News 5 Mar 2018 Brandon Mulder, Austin American-Statesman

BASTROP — The Capital of Texas Zoo counts hippos, peacocks, panthers, tigers and camels as residents at its facility in western Bastrop County. And soon it might be welcoming many of the free-ranging Farm Street chickens, whose constant clucking, cawing

SPECTRUM NEWS AUSTIN LATEST NEWS | WEATHER | TRAFFIC | POLITICS | SHOWS | WATCH LIVE | MORE LOG IN FOLLOW



WILD CHICKENS CREATING 'FOWL' PROBLEM FOR BASTROP RESIDENTS

By Spectrum News Staff | March 5, 2018 06:11 AM

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News from Austin, Waco and Dallas





STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 5C

TITLE:

Review and discuss Draft Ethics Ordinance.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager
Alan Bojorquez, City Attorney

BACKGROUND/HISTORY:

City Council requested that City Attorney Alan Bojorquez, when hired in October, draft a new Ethics Ordinance for discussion and consideration, rather than attempting to amend the current ordinance.

City Attorney Alan Bojorquez is passionate about Ethics, specifically in the realm of local government. The City Attorney is considered an industry expert on this topic and has published numerous articles and routinely speaks on this subject.

Tuesday's Council discussion will be facilitated by the City Attorney regarding Ethics to achieve several goals:

1. Educate the Council on the importance of how a quality Ethics ordinance should be structured.
2. Educate the Council on the important elements that should be contained in a quality Ethics ordinance.
3. Discuss the draft ordinance and seek input to ensure it meets the Council's expectations and to understand additional issues that need to be addressed in an Ethics Ordinance specifically written for the City of Bastrop.

ATTACHMENTS:

- Draft Ethics Ordinance

L.A.R.I.A.T.

Code of Ethics

Draft “A”



City of Bastrop
New Code of Ethics

City Council Meeting
Tuesday, March 27, 2018

EDITOR'S NOTES:

- 1. Draft Document:** The following material represents a rough *draft-in-progress*, which was prepared for discussion purposes; only, and is subject to modification following public notice and public hearings. Specific language will not be considered *final* until duly approved by a majority of the City Council at a properly-posted public meeting.
- 2. Broad Sampling:** The contents of this draft was selected from a sampling of more than nineteen (19) municipal ethics policies from across Texas.
- 3. Best Practices:** The editor inserted recommendations that reflect Best Practices in the field of Municipal Ethics, solely at the editor's discretion.
- 4. Applicability:** This Code of Ethics was drafted to apply to the Mayor, City Council, P&Z, ZBA, Department Heads appointed by the City Council, and Vendors.
- 5. Codification:** It is anticipated that certain non-substantive, grammatical and formatting edits will be made after (or just before) final adoption to make the Code of Ethics consistent with the broader Code of Ordinances.

Alan Bojorquez
Bastrop City Attorney

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CITY OF BASTROP
CODE OF ORDINANCES
CHAPTER 2: ADMINISTRATION
ARTICLE XI. ETHICS

DIVISION 1. GENERAL

Sec. 1.15.1 Authority

This Article is enacted pursuant to the authority granted to the City under Section ___ of the Charter.

Sec. 1.15.2 Purpose

The purpose of this Article is to foster an environment of integrity for those that serve the City of Bastrop and our citizenry. The City Council enacted this Article in order to increase public confidence in our municipal government. It is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust. City Officials have a responsibility to the citizens to administer and enforce the City Charter and City Ordinances in an ethical manner. To ensure and enhance public confidence in our municipal government, each City Official must strive not only to maintain technical compliance with the principles of conduct set forth in this Article, but to aspire daily to carry out their duties objectively, fairly, and lawfully. Furthermore, this Article was enacted to ensure that decision makers provide responsible stewardship of City resources and assets.

It is not the purpose of this Article to provide a mechanism to defame, harass or abuse their political opponents, or publicize personal grudges. Rather, this Article is intended to provide a framework within which to encourage ethical behavior, and enforce basic standards of conduct while providing due process that protects the rights of the Complainant and the Accused.

Sec. 1.15.3 Prospective

This Article shall apply prospectively, and shall not sustain any Complaints based on acts or omissions alleged to have taken place prior to adoption of this Article.

Sec. 1.15.4 Applicability

This Article applies to the following persons:

- (a) City Officials.
- (b) Former City Officials whose separation from city service occurred less than two (2) years from the date of the alleged violation of this Article. Application of this Article to Former City Officials shall be limited to alleged violations:
 - (1) that occurred during the term as a City Official;
 - (2) of the prohibition on representing others for compensation (§3-112(d)(2)); or
 - (3) of the prohibition of subsequent work on prior projects (§3-112(h)).
- (c) Vendors; and
- (d) Complainant(s).

Sec. 1.15.5 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accepted Complaint: a sworn allegation of a violation of this Article after the required documentation has been submitted to the City Secretary and determined to be administratively complete.

Accused: a City Official who has been charged in a Complaint with having violated this Article.

Actionable Complaint: an Accepted Complaint that has been deemed by a Panel to contain allegations and evidence that, if accepted as true, would support a finding that a violation of this Article occurred.

Advisory Opinions: written rulings regarding the application of this Article to a particular situation or behavior.

Article: the Code of Ethics for the City of Bastrop.

Baseless Complaint: a Complaint that does not allege conduct that would constitute a violation of this Article, or that does not provide evidence that, if true, would support a violation of this Article.

Board of Ethics: the oversight entity established by the Council to administer this Article.

Business Entity: a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, political subdivision, government agency, university, or any other entity recognized by law.

Candidate: a person who has filed an application for a place on a ballot seeking public office, or one who has publicly announced the intention to do so.

Charged: to be charged with a violation of this Article is to have an Accepted Complaint deemed Actionable.

City: the City of Bastrop, a home-rule municipality in the County of Bastrop, State of Texas.

City Secretary: the person appointed to serve in the capacity of municipal clerk, or their designee and clerical staff acting in the City Secretary's absence.

City Official: for purposes of this Article, the term consists of the Council Members, City Manager, City Attorney, Department Heads, or member of the Planning and Zoning Commission Members, and Board of Adjustment.

Code: the Code of Ordinances of the City of Bastrop, Texas, as such Code may be amended from time to time.

Complainant: the human individual who submitted a Complaint to the City.

Complaint: written documentation submitted to the City accusing a City Official of violating this Article.

Confidential Information: any written information that could or must be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written, could be excepted from disclosure under that Act, unless disclosure has been authorized by the City Council or City Manager.

Council: the governing body of the City of Bastrop, Texas, including the Mayor and City Council Members.

Deliberations: discussions at the dais; voting as a Member of the Board or Commission; presentations as a member of the audience before any City Board or Commission; conversing or corresponding with other City Officials or staff. This term does not apply to a general vote on a broad, comprehensive or omnibus motion, such as approval of the City budget.

Department Heads: the employees appointed by the City Council, those being the City Manager, City Secretary, City Attorney, and Municipal Court Judge.

Former City Official: a City Official whose separation from city service occurred less than two (2) years from the date of an alleged violation of this Article.

Frivolous Complaint: a sworn Complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

Gift. Anything of monetary value, including but not limited to cash, the extension of credit, personal property, real property, services, meals, entertainment, and travel expenses.

Interfere: a person interferes with a process or activity pertaining to this section when they intentionally and wrongfully take part in, or prevent, a City process or activity from continuing or being carried out properly or lawfully.

Panel: an *ad hoc* subcommittee of the Board of Ethics consisting of two (2) members assigned by the Chairperson or designated by the City Secretary (as applicable) on a rotating basis.

Pending Matter: an application seeking approval of a permit or other form of authorization required by the City, State or Federal law; a proposal to enter into a contract or arrangement with the City for the provision of goods, services, real property or other things of value; a case involving the City that is (or is anticipated to be) before a civil, criminal or administrative tribunal.

Person: associations, corporations, firms, partnerships and bodies politic and corporate, as well as to individuals.

Recklessly: a person acts recklessly when they are aware of but consciously disregard a substantial and unjustifiable risk that a certain result is probable from either their conduct, or in light of the circumstances surrounding their conduct. The risk must be of such a nature and degree that to disregard it constitutes a gross deviation from the standard of care that an ordinary person would exercise under the circumstances.

Relative: a family member related to a City Official within the third (3rd) degree of affinity (marriage) or consanguinity (blood or adoption).

Shall: a mandatory obligation, not a permissive choice.

Special Counsel: an independent, outside attorney engaged by the City to advise the City as an organization and/or the Board of Ethics.

Vendor: a person who provides or seeks to provide goods, services, real property to the City in exchange for compensation.

Sec. 1.15.6 Cumulative & Non-Exclusive

This Article is cumulative of and supplemental to all applicable provisions of the City Charter, other City Ordinances, and State/Federal laws and regulations. Compliance with this Article does not excuse or relieve any person from any obligation imposed by any other Rule. Attempts to enforce this Article shall be construed as foreclosing or precluding other enforcement options

provided by other law.

DIVISION 2. RULES OF CONDUCT

Sec. 1.15.7 Expectations

The following list conveys the City Council's expectations for City Officials. These expectations are aspirational, and shall not serve as the basis for a Complaint.

- (a) City Officials are expected to conduct themselves in a manner that fosters public trust.
- (b) City Officials are charged with performing their public duties in a way that projects a high level of personal integrity and upholds the integrity of the organization.
- (c) City Officials must avoid behavior that calls their motives into question and erodes public confidence.
- (d) City Officials shall place the municipality's interests and the concerns of those the City serves above private, personal interests.
- (e) Those who serve the City are expected to value honesty, trustworthiness, diligence, objectivity, fairness, due process, efficiency, and prudence as values the City professes.
- (f) City Officials must balance transparency with the duty to protect personal privacy and preserve the confidential information with which the City has been entrusted.
- (g) It is neither expected nor required that those subject to this Article relinquish or waive their individual rights.

Sec. 1.15.8 Mandates

- (a) **Financial Disclosures.** All Candidates for City Council, including Candidates for Mayor, shall file financial information reports as required by, and in accordance with, State law. All prospective Vendors and City Officials shall file disclosure forms as required by, and in accordance with, State law.
- (b) **Business Disclosures.** All City Officials shall file with the City Secretary annual reports listing the names of human individuals with whom the City Official is named partner in the following types of businesses: General Partnership, Limited Partnership, Limited Liability Partnership, or Limited Liability Corporation, or Professional Corporation. Annual reports shall be submitted within ninety (90) days of taking office. Failure to submit a report shall not serve as a basis for a Complaint until unless the City Official fails to submit a report within thirty (30) days of being provided notification of the omission. Neither the existence of a business relationship as described in this Section, nor the submission of a report required by this Section shall prevent a City Official from participating in Deliberations on matters pending before the City absent a Conflicting Interest.

Sec. 1.15.9 Prohibitions

(a) Conflicts of Interest.

- (1) *Deliberation Prohibited.* It shall be a violation of this Code for a City Official to knowingly deliberate regarding a Pending Matter for which the City Official currently has a Conflicting Interest. City Officials with a current Conflicting Interest in a pending matter must recuse themselves and abstain from Deliberations. It is an exception to this recusal requirement if the City Official serves on the City Council, Planning and Zoning Commission, or Board of Adjustment; and a majority of the members of that body is composed of persons who are likewise required to file (and who do file) disclosures on the same pending matter.
- (2) *Disclosure Required.* If a City Official has a Conflicting Interest in a pending matter, the City Official shall disclose the nature of the Conflicting Interest by filing a sworn statement with the City Secretary. Disclosures under this subsection shall be for the time period, including the previous calendar year, and up to date where the Conflicting Interest arises before the City Official.
- (3) *Definition of Conflicting Interest.* For purposes of this Article, the term is defined as follows:

Conflicting Interest: a stake, share, equitable interest or involvement in an undertaking in the form of any one (1) or more of the following:

- (1) ownership of five percent (5%) or more voting shares or stock, or fair market value of a business entity;
- (2) five percent (5%) or more of the City Official's gross income is paid by the business entity;
- (3) receipt of more than five thousand dollars (\$5,000.00) in gross annual income from a business entity;
- (4) ownership of more than five thousand dollars (\$5,000.00) of the fair market value of a business entity;
- (5) ownership of an interest in real property with a fair market value of more than one thousand dollars (\$1,000.00);
- (6) serves on the Board of Directors or as a listed Officer of a business entity, unless the City Official was appointed to that position by the City Council; and/or

- (7) serves on the Board of Directors or as an Officer of a nonprofit corporation or an unincorporated association, unless the City Official was appointed to that position by the City Council.

A City Official is considered to have a Conflicting Interest if the City Official's relative has a conflicting interest.

The term Conflicting Interest does not include ownership of an interest in a mutual or common investment fund that holds securities or assets unless the City Official participates in the management of the fund.

(b) Gifts.

- (1) *General.* It shall be a violation of this Article for a City Official to accept any gift that might reasonably tend to influence such Officer in the discharge of official duties.
- (2) *Specific.* It shall be a violation of this Article for a City Official to accept any gift for which the fair market value is greater than fifty dollars (\$50.00). It shall be a violation of this Article for a City Official to accept multiple gifts from a single source for which the cumulative fair market value exceeds two-hundred dollars (\$200.00) in a single fiscal year.
- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to a City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two-hundred dollars (\$200.00) per a single fiscal year.
- (4) *Exceptions.* This definition shall not apply to the following, which are allowed under this Article:
 - (A) a lawful campaign contribution;
 - (B) meals, lodging, transportation, entertainment, and related travel expenses paid for (or reimbursed by) the City in connection with the City Official's attendance at a conference, seminar or similar event, or the coordinator of the event;
 - (C) meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, or charity functions, or community events, if furnished by the sponsor of such events (who is in attendance);
 - (D) complimentary copies of trade publications and other related materials;
 - (E) attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;

(F) any gift that would have been offered or given to the City Official because of a personal, familial, professional relationship regardless of the City Official's capacity with the City;

(G) tee shirts, caps and other similar promotional material;

(H) complimentary attendance at political or charitable fund raising events.

(5) *Donations.* It is not a violation under this Article for a City Official to accept a Gift prohibited by this Article on behalf of the City of Bastrop. Conveyance of a Gift prohibited by this Article to the City of Bastrop or a nonprofit corporation cures any potential violation.

(c) **Outside Employment.**

(1) *Applicability of Section.* This subsection applies to Department Heads.

(2) *Prohibition.* It is a violation of this Article for a Department Head to solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties.

(3) *Disclosure and Consent.* It is a violation of this Article for a Department Head to accept employment from any Person other than the City without first disclosing the prospective employment arrangement in writing to the Mayor and receiving the Mayor's written consent.

(d) **Representation of Others.**

(1) *Current City Officials.* It shall be a violation of this Article for a City Official to represent for compensation any person, group, or entity before the City. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

(2) *Former City Officials.* It shall be a violation of this Article for a City Official to represent for compensation any person, group, or entity before the City for a period of two (2) years after termination of official duties. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation. The prohibition in this subsection solely applies to the Former City Official, and shall not be construed to apply to other Persons.

(e) **Improper Influence.** It shall be a violation of this Article for a City Official to use such person's official title/position to:

(1) secure special privileges or benefits for such person or others;

- (2) grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;
 - (3) assert the prestige of the official's or employee's City position for the purpose of advancing or harming private interests;
 - (4) state or imply that the City Official is able to influence City action on any basis other than the merits; and
 - (5) state or imply to state or local governmental agencies that the City Official is acting as a representative of the City, as an organization, or as a representative of the City Council without first having been authorized by the City Council to make such representation (except the Mayor, City Manager, and City Attorney).
- (f) **Misuse of Information.**
- (1) *Personal Gain.* It shall be a violation of this Article for a former City Official to use any confidential information to which the City Official had access by virtue of their official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal or private financial interest of any Person.
 - (2) *Confidential Information.* It shall be a violation of this Article for a City Official to intentionally, knowingly, or recklessly disclose any confidential information gained by reason of the City Official's position concerning the property, operations, policies or affairs of the City. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.
- (g) **Abuse of Resources.** It shall be a violation of this Article for a City Official to use, request, or permit the use of City facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to other citizens and the City Officials for official City purposes.
- (h) **Abuse of Position.** It shall be a violation of this Article for any City Official to:
- (1) *Harassment & Discrimination.* Use the Official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, or religion.
 - (2) *Interference.* Interfere with any criminal or administrative investigation alleging the violation of any provision of this Article, the City Charter, administrative policy or executive order in any manner, including but not limited to seeking to persuade or coerce City employees or others to withhold their cooperation in such investigation is a violation of this Article.
- (i) **Subsequent Work on Prior Projects.** It shall be a violation of this Article for any former City Official, within one (1) year of the cessation of official duties for the City,

to perform work on a compensated basis relating to a City contract or arrangement for the provision of goods, services, real property or other things of value, if while in City service the former City Official personally and substantially participated in the negotiation, award or administration of the contract or other arrangement. This Section does not apply to a City Official whose involvement with a contract or arrangement was limited to Deliberations as a member of the City Council, Planning and Zoning Commission, Board of Adjustment, or Public Utilities Board.

DIVISION 3. IMPLEMENTATION

Sec. 1.15.10 Staffing

- (a) **City Secretary.** The City Secretary's Office shall be responsible to provide staff and clerical support to the Board of Ethics to assist in the implementation and enforcement of this Article. The degree of support required shall be at the discretion of the City Secretary. Nothing herein creates a duty for the City Secretary to enforce this Article.
- (b) **Conflicts Log.** The City Secretary's Office shall maintain a Conflicts Log on an ongoing basis listing the Conflicting Interests disclosed by City Officials in accordance with this Article. The log is a public record. The City Secretary is neither authorized nor required to inspect or act upon the content of the Conflicts Log.
- (c) **City Manager.** If a Complaint accuses the City Secretary of violating this Article, the duties of the City Secretary under this Article shall be performed by the City Manager for purposes of processing that Complaint.

Sec. 1.15.11 Legal Counsel

- (a) **City Attorney.** The City Attorney shall provide legal support to the Board of Ethics.
- (b) **Special Counsel.** Independent, outside legal services shall be engaged by the City Attorney on the City's behalf to provide legal support to the Board of Ethics when:
 - (1) in the City Attorney's discretion it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the City; or
 - (2) when the City Council deems Special Counsel is necessary.

Sec. 1.15.12 Training

- (a) **Curriculum.** The Board of Ethics, in consultation with the City Attorney, shall approve a training program that provides an introduction and overview of the expectation, mandates and prohibitions provided for by this Article.
- (b) **Orientation.** City Officials shall complete a training session regarding this Article within ninety (90) days of commencing the official duties.
- (c) **Annual.** City Officials shall complete an annual training session regarding this Article.
- (d) **Exiting Officials.** Information shall be provided to City Officials terminating their City service regarding the continuing restrictions on the representation of others by certain former City Officials.

Sec. 1.15.13 Board of Ethics

- (a) **Creation.** There is hereby created a Board of Ethics for the City of Bastrop.

- (b) **Appointment.** The Board of Ethics shall be appointed by majority vote of the City Council.
- (c) **Number.** The Board of Ethics shall consist of five (5) regular members.
- (d) **Terms.** Board of Ethics members (regular and alternates) shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which two (2) members shall receive an initial term of one (1) year in order to stagger terms. In total, members may only serve three (3) terms.
- (e) **Eligibility.** Membership on the Board of Ethics is limited to residents who are registered voters of the City of Bastrop.
- (f) **Ineligibility.** The following shall disqualify a person from serving on the Board of Ethics:
 - (1) current service as a City Official;
 - (2) separation from city service as a City Official within two (2) years of the appointment;
 - (3) being a Relative of the City Council, City Manager, or City Attorney;
 - (4) current service as an elected official in Bastrop County; and / or
 - (5) conviction of a felony, or crime of moral turpitude.
- (g) **Alternates.** Alternate members of the Board of Ethics shall attend meetings only upon request by the City Secretary's Office. The role of an alternate is to participate in meetings of the Board of Ethics as a replacement for a regular member who is absent or abstaining.
- (h) **Scope of Authority.** The Board of Ethic's jurisdiction shall be limited to implementation and enforcement of this Article.
- (i) **Amendments.** The Board of Ethics may recommend amendments to this Article. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this Article.
- (j) **Officers.** At the first meeting of each fiscal year the Board of Ethics shall select from among its members a Chairperson and Vice-Chairperson.
- (k) **Rules of Procedure:** The Board of Ethics shall adopt rules of procedure governing how to conduct meetings and hearings. Such procedural rules are subject to confirmation or modification by the City Council.
- (l) **Removal:** The City Council may by a vote of two-thirds (2/3) remove a member of the Board of Ethics for cause.

Sec. 1.15.14 Advisory Opinions

- (a) **Requests.** Any City Official may request an Advisory Opinion on a question of compliance with this Article. Requests shall be submitted in writing to the City Secretary, who shall assign the request to a Panel.
- (b) **Issuance.** A Panel of the Board of Ethics shall issue Advisory Opinions upon request. Advisory Opinions shall be issued within thirty (30) days of receipt of the request.
- (c) **Reliance.** It shall be an affirmative defense to a Complaint that the Accused relied upon an Advisory Opinion. In making a determination on the proper disposition of a Complaint, the Board of Ethics may dismiss the Complaint if the Board finds that:
 - (1) the Accused reasonably relied in good faith upon an Advisory Opinion;
 - (2) the request for an Advisory Opinion fairly and accurately disclosed the relevant facts; and
 - (3) less than five (5) years elapsed between the date the Advisory Opinion was issued and the date of the conduct in question.

Sec. 1.15.15 Complaints

- (a) **Complainants.** Any person who has first-hand knowledge that there has been a violation of Sections 3-112 and 3-113 of this Article may allege such violations by submitting a Complaint. The persons who may submit Complaints includes (but is not limited to) members of the Board of Ethics.
- (b) **Form.** Complaints shall be written on, or accompanied by, a completed form promulgated by the City Secretary.
- (c) **Contents.** A Complaint filed under this section must be in writing and under oath and must set forth in simple, concise, direct statements and must state:
 - (1) the name of the Complainant;
 - (2) the street or mailing address, email address, and the telephone number of the Complainant;
 - (3) the name of each person Accused of violating this Article;
 - (4) the position or title of each person Accused of violating this Article;
 - (5) the nature of the alleged violation, including (whenever possible) the specific provision of this Article alleged to have been violated;
 - (6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
 - (7) all documents or other material available to the Complainant that are relevant to the allegation.

- (d) **Violation Alleged.** The Complaint must state on its face an allegation that, if true, constitutes a violation of this Article.
- (e) **Affidavit.** A Complaint must be accompanied by an affidavit stating that the Complaint is true and correct or that the Complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Article. The Complainant shall swear to the facts by oath before a Notary Public or other person authorized by law to administer oaths under penalty of perjury.
- (f) **Limitations Period.** To be accepted, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- (g) **Filing.** Complaints shall be submitted to the City Secretary. Submission of Complaints may be made by hand delivery, by U.S. Mail, or email directed to an email address publicly listed by the City Secretary.
- (h) **Acceptance of Complaint.** Within five (5) business days of receiving a Complaint, the City Secretary shall determine if it is administratively complete, and timely.

- (1) *Administratively Complete.* A Complaint is administratively complete if it contains the information described above. If the Complaint is administratively complete, the City Secretary shall proceed as described in this Article. If the Complaint is incomplete the City Secretary shall send a written deficiency notice to the Complainant identifying the required information that was not submitted.

The Complainant shall have ten (10) business days after the date the City Secretary sends a deficiency notice to the Complainant to provide the required information to the City Secretary, or the Complaint is automatically deemed abandoned and may not be processed in accordance with this Article. Within five (5) business days of a Complaint being abandoned, the City Secretary shall send written notification to the Complainant and the Accused.

- (2) *Timely.* To be timely, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- (i) **Notification of Acceptance.** Within five (5) business days of determining that a Complaint is administratively complete, the City Secretary shall send a written notification of acceptance to the Complainant, the Accused, and the City Attorney.

For purposes of this provision, a Complaint shall be considered Accepted when the City Secretary has deemed the submittal administratively complete, and timely.

- (j) **Confidentiality.** A Complaint that has been submitted to the City is hereby deemed confidential until such time as the Complaint is either dismissed or placed on an agenda for consideration by the Board of Ethics in accordance with this Article. Clerical and administrative steps shall be taken to identify and manage confidential information in

accordance with this Article. The confidentiality created by this Article includes the fact that a Complaint was submitted and the contents of that Complaint. It shall be a violation of this Article for a City Official to publicly disclose information relating to the filing or processing of a Complaint, except as required for the performance of official duties or as required by law. Requests for records pertaining to Complaints shall be responded to in compliance with the State law. The limited confidentiality created by this Article is limited in scope and application by the mandates of the Texas Public Information Act, Chapter 552 of the Texas Government Code.

- (k) **Ex Parte Communications.** After a Complaint has been filed and during the pendency of a Complaint before the Board of Ethics, it shall be a violation of this Article:
- (1) for the Complainant, the Accused, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a Complaint in *ex parte* communication with a member of the Board of Ethics or any known witness to the Complaint; or
 - (2) for a Member of the Board of Ethics, to knowingly allow an *ex parte* communication about the subject matter or merits of a Complaint, or to communicate about any issue of fact or law relating to the Complaint directly or indirectly with any person other than a Member of the Board of Ethics, the City Secretary's office, the City Attorney's office, or Special Counsel.

Sec. 1.15.16 Preliminary Assessment

- (a) **Referral to Chairperson.** Accepted Complaint(s) shall be referred to the Chairperson of the Board of Ethics within five (5) business days of being determined administratively complete.
- (b) **Assignment of Panel.** Within five (5) business days of receiving an Accepted Complaint, the Chairperson of the Board of Ethics shall assign the Complaint to a Panel for Preliminary Assessment. The Chairperson shall order a meeting of the Panel, which shall be conducted in compliance with the Texas Open Meetings Act. Each Panel shall select a Presiding Officer to conduct Panel deliberations.
- (c) **Panel Determination.** Within ten (10) business days of being assigned an Accepted Complaint, the Panel shall review the Complaint on its face and determine whether the Complaint is:
 - (1) *Actionable*: the allegations and evidence contained in the Complaint, if true, would constitute a violation of this Article.
 - (2) *Baseless*: the allegations and evidence contained in the Complaint, if true, would not constitute a violation of this Article.

Actionable Complaints shall be returned to the Chairperson for listing on an agenda for a public hearing. Baseless Complaints shall be dismissed. Written notification of the Panel's determination shall be filed with the City Secretary and sent to the Chairperson, Complainant, the Accused, and the City Attorney within two (2) business days. Written notifications of dismissal shall include notice of the right to appeal.

- (d) **Appeals.** A Panel’s preliminary assessment under this Section 3-120 may be appealed to the Board of Ethics by either the Complainant or the Accused, as applicable. An appeal shall be perfected by filing a written notice of appeal with the City Secretary within ten (10) business days of the date of the written notification.

Sec. 1.15.17 Meetings

- (a) **Calling Meetings.** Meetings of the Board of Ethics shall be called upon request of the Chairperson, two (2) members, or the City Secretary.
- (b) **Quorum.** The quorum necessary to conduct meetings of the Board of Ethics shall be four (4). The Chairperson (or acting chairperson) shall count toward the establishment of a quorum and retains the right to vote.
- (c) **Hearings:**
- (1) *Scheduling:* Hearings shall be scheduled by the City Secretary upon the filing of:
 - (A) a Panel determination that a Complaint is Actionable; or
 - (B) an Appeal challenging a Panel’s dismissal of a Complaint as Baseless.
 - (2) *Purpose:* The purpose of the hearing(s) shall be solely to determine whether:
 - (A) a violation of this Article occurred, and if so to assess the appropriate sanction;
 - (B) an Accepted Complaint was erroneously dismissed as Baseless by a Panel; and/ or
 - (C) an Accepted Complaint is Frivolous.
 - (3) *Sworn Testimony:* All witness testimony provided to the Board of Ethics shall be under oath.
 - (4) *Burden of Proof:* Because the burden of showing that a violation of this Article occurred is placed on the Complainant, it is the Complainant that has the obligation to put forth evidence, including testimony, supporting the Complaint. The Complainant is required to testify at the hearing. A Complainant’s failure to testify at a hearing shall be grounds for dismissal of a Complaint.
 - (5) *Representation:* The Accused shall have a right to present a defense. Both the Complainant and the Accuser have a right to be represented by legal counsel.
- (d) **Open Meetings.** All meetings and hearings of the Board of Ethics, including Panel deliberations, shall be conducted pursuant to the Texas Open Meetings Act. The Board of Ethics may convene in Executive Session (i.e., conduct a closed meeting) as allowed by the Act. All final actions of the Board of Ethics shall take place in open session.
- (e) **Postponement in Certain Instances.**

- (1) Proceedings may be postponed upon majority vote by the members of the Board of Ethics.
- (2) The Complainant and the Accused are each entitled to one (1) postponement without cause. Additional postponements shall be solely for good cause and at the discretion of the Board of Ethics.
- (3) If a Complaint alleges facts that are involved in a criminal investigation or a criminal proceeding before a grand jury or the courts, the Board of Ethics may, when a majority of its members deem appropriate, postpone any hearing or any appeal concerning the Complaint until after the criminal investigation or criminal proceedings are terminated.

Sec. 1.15.18 Disposition

- (a) **Dismissal.** If the Board of Ethics determines at the conclusion of a hearing by simple majority vote of its members that a Complaint should be dismissed, it may do so upon finding:
 - (1) the Complaint is Baseless;
 - (2) the alleged violation did not occur;
 - (3) the Accused reasonably relied in good faith upon an Advisory Opinion, as provided in this Article; or
 - (4) the Complainant failed to testify at the hearing.
- (b) **Sanctions.** If the Board of Ethics determines at the conclusion of a hearing that a violation has occurred, it may within ten (10) business days impose or recommend any of the following sanctions:
 - (1) *Letter of Notification.* If the violation is clearly unintentional, or when the Accuser's action was made in reliance on a written opinion of the City Attorney. A letter of notification shall advise the Accused of any steps to be taken to avoid future violations.
 - (2) *Letter of Admonition.* If the Board of Ethics finds that the violation is minor and may have been unintentional, but calls for a more substantial response than a letter of notification.
 - (3) *Letter of Reprimand.* If the Board of Ethics finds that the violation:
 - (A) was minor and was committed knowingly, intentionally or in disregard of this Article; or
 - (B) was serious and may have been unintentional.
 - (4) *Recommendation of Suspension.* If the Board of Ethics finds that a violation was committed by a Member of the Planning & Zoning, or Zoning Board of Adjustment, or a Department Head, and it:

- (A) was serious and was committed knowingly, intentionally or in disregard of this Article or a state conflict of interest law; or
- (B) was minor but similar to a previous violation by the Person, and was committed knowingly, intentionally or in disregard of this Article.

The final authority to impose a suspension rests with the City Council.

- (5) *Ineligibility.* If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Notice of all sanctions imposed by the Board of Ethics shall be transmitted to the Accused, Complainant, City Secretary, City Attorney, and City Council.

(c) Frivolous.

- (1) *Prohibition.* It is a violation of this Article for a Person to submit a Frivolous Complaint.
- (2) *Super-Majority Vote.* If the Board of Ethics determines at the conclusion of a hearing by a vote of two-thirds (2/3) of its Members that a Complaint was Frivolous, the Board may impose a sanction as provided by Section 3-122(b).
- (3) *Factors.* In making a determination on frivolity, the Board of Ethics shall consider the following factors:
 - (A) the timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Accused is a Candidate or is involved with a candidacy, if any;
 - (B) the nature and type of any publicity surrounding the filing of the sworn Complaint, and the degree of participation by the Complainant in publicizing the fact that a Complaint was filed;
 - (C) the existence and nature of any relationship between the Accused and the Complainant before the Complaint was filed;
 - (D) if the Accused is a Candidate for Election to Office, the existence and nature of any relationship between the Complainant and any Candidate or group opposing the Accused;
 - (E) any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
 - (F) any evidence of the Complainant's motives in filing the Complaint.

- (4) *External Remedies.* Complainants who submit Frivolous Complaints are hereby notified that their actions may subject them to criminal prosecution for perjury (criminal prosecution), or civil liability for the torts of defamation or abuse of process.

Sec. 1.15.19 Reconsideration

The Complainant or Accused may request the Board of Ethics to reconsider its decision. The request must be filed with the City Secretary within five (5) business days of receiving the final opinion of the Board of Ethics. The request for reconsideration shall be sent to the Chairperson of the Board of Ethics and the non-filing party (Complainant or Accused). If the Chairperson finds, in the Chairperson's sole discretion, that the request includes new evidence that was not submitted at a prior hearing, and that the new evidence bears directly on the Board of Ethic's previous determination, the Chairperson shall schedule a hearing on the request for reconsideration to occur within thirty (30) business days after filing with the City Secretary. Absent new evidence, the Chairperson shall unilaterally dismiss the request for reconsideration and provide to the Parties.

Sec. 1.15.20 Nepotism

- (a) **City Council.** No Person shall be appointed to an office or be employed by the City who is related to any member of the City Council within the third (3rd) degree of affinity or consanguinity.
- (b) **Department Supervisor.** No Person shall be employed by the City in a department if the Person is related to the City Manager or department supervisor within the third (3rd) degree of affinity or consanguinity.
- (c) **Preexisting Employment.** The prohibitions of this Section do not apply to a Person who was appointed or employed by the City more than six (6) months prior.

Sec. 1.15.21 General Procedural Matters

- (a) **Deadlines.** Any deadline provided in this Article shall be construed as expiring at 5:00 p.m. local time on the last day.
- (b) **Mailbox Rule.** Under this Article, a deadline for any response or request for appeal is met when the date the response or request for appeal is mailed falls within the timeline requirements of this Article. The posted date of any mailing will control whether it meets the timeline requirements of this Article.

Sec. 1.15.22 Lobbyists [reserved]



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 6A

TITLE:

Receive monthly report from Visit Bastrop.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Department Director

BACKGROUND/HISTORY:

Per the management agreement with Visit Bastrop, a monthly presentation must be made to the City Council outlining its progress in implementing their annual Business Plan and meeting performance targets and the scope of services pursuant to that agreement.

Specifically Visit Bastrop shall work to:

- (1) attract leisure visitors to the City and its vicinity;
- (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity; and
- (3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events, retreats, and conventions to the City and its vicinity.

Visit Bastrop, shall also:

- (A) carry out the actions defined in the applicable annual Business Plan;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry;
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts;
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan; and
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

POLICY EXPLANATION:

Visit Bastrop, a 501(c)6 organization, was engaged to provide Destination Marketing Services and provide brand marketing for Bastrop as a destination.

As outlined in the annual management agreement, the City and Visit Bastrop recognize the visitor industry as a key economic generator. Visit Bastrop's purpose is to provide "brand" marketing for Bastrop as a destination and to serve as the primary brand advocate. Visit Bastrop will also leverage utilization of existing facilities, while providing global oversight of Bastrop's visitor assets and activities. Visit Bastrop will also provide a level of unity and representation to maximize Bastrop's brand potential.

The Visit Bastrop Board of Directors meets monthly on the third Thursday at 8:30 a.m. and rotates meeting locations at different hospitality venues. March's meeting was moved to accommodate Spring Break and was held on Thursday, March 22nd.

City Council established that the Visit Bastrop Board of Directors include broad representation of community assets and identified those as Arts, History, Hotels, Restaurants, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment and Film in the Destination Services Management Agreement.

The City Council and Visit Bastrop Board of Directors will host a joint workshop on Thursday, June 14th in the City Council Chambers at 6:30 p.m.

Per their management agreement, Visit Bastrop must present an approved business plan and annual budget to the City Council no later than September 1, 2018 for FY 2019.

FUNDING SOURCE:

Visit Bastrop receives approximately \$1.4 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

RECOMMENDATION:

Provide any direction or feedback to Visit Bastrop staff and their Board of Directors on the organization's progress in meeting the annual requirements outlined in the management agreement.

ATTACHMENTS:

- #1 January 2018 President's Report
- #2 February 2018 President's Report
- #3 Executed Management Agreement
- #4 Current Approved Business Plan
- #5 Current Approved Budget



VISIT BASTROP
www.visitbastrop.com

**Visit Bastrop
President's Report
January 2018**



Lodging Industry Report

	December '17						Calendar Year to Date					
	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold
Bastrop	51.0	21.6	79.40	1.2	23.1	21.6	58.0	1.4	86.58	-0.8	0.6	1.4
1	46.0	22.2	79.59	8.5	32.5	36.1	55.1	10.6	84.54	1.2	11.9	18.9
2	42.2	-3.7	74.86	2.9	-1.0	-3.7	55.5	5.5	81.77	3.6	9.3	5.5
3	44.0	6.4	89.88	1.7	8.2	7.0	57.9	6.7	111.02	-4.2	2.2	6.9
4	52.5	3.1	107.69	5.0	8.3	3.1	58.7	3.8	111.06	0.4	4.2	3.8
5	43.7	-5.5	88.05	1.4	-4.2	3.2	57.5	-4.8	98.21	0.4	-4.5	1.0
6	56.4	-0.8	105.87	2.1	1.3	0.5	66.1	0.3	113.08	3.0	3.2	1.7
7	59.0	6.2	122.02	3.0	9.4	11.1	74.4	0.1	148.83	0.4	0.5	5.0
8	55.2	3.5	106.35	-1.4	2.1	13.1	72.9	0.4	131.11	-3.1	-2.6	7.4
9	42.8	-7.8	94.29	-1.4	-9.1	9.5	58.8	-0.1	101.51	-1.3	-1.4	9.3
Average	49.3	4.6	94.80	2.3	7.1	10.1	61.5	2.4	106.80	0.0	2.3	6.1



Convention Sales

Room Nights Booked- Fiscal Year to Date

	Convention Center	Hyatt	Other	Total
FYTD Room Nights		1044	248	1292

Definite Future Room Night Bookings– January

Number of Definite Bookings		Total Room Night Production	Total Attendance	Economic Impact*
Originated				
Assisted	3	1085	575	\$338,577.62

Lead Production - January

Number of Leads Sent	Total Room Night Potential	Total Attendance
8	2392	1570

*Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator

Convention Sales Initiatives

Tradeshow/Industry Meetings:

- January 7-10 Professional Convention Management Association- Convening Leaders Conference
- January 24 Southwest Showcase- Tradeshow for Meetings, Education, and Exhibition Planners
- January 29-Feb 1 Religious Conference Managers Association- Emerge 2018 Conference

Local Events:

- January 3 Chamber Luncheon- Regional Transportation Update
- January 12 Hospitality Training Discussion with Kaye Sapikas from the Museum & Visitor Center
- January 19 Breakfast Bites- *Maximizing Business During Special Events*

Meetings/Appointments:

- January 22 Meeting with Alan Bradley- Bradley Event Housing
- January 29 Meeting with Holiday Inn Express Owner & GM, Partner Extranet Training

Upcoming Activities

March 6-9 Christian Meetings & Conventions Assn Annual Conference & Tradeshow



MARKETING

January Website Overview

Audience Overview ✓

SAVE EXPORT SHARE INTELLIGENCE

Jan 1, 2018 - Jan 31, 2018

All Users
100.00% Users

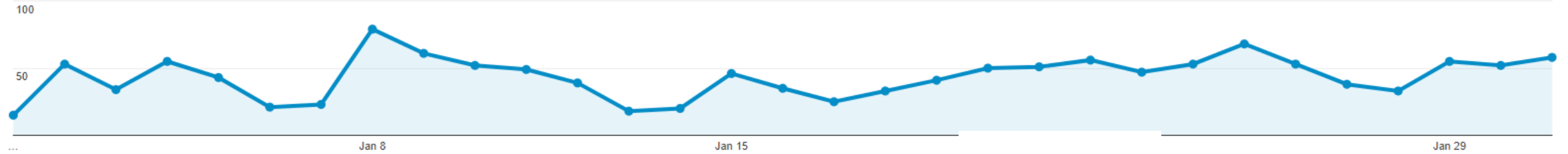
+ Add Segment

Overview

Users vs. Select a metric

Hourly Day Week Month

Users



Users

1,132

New Users

1,060

Sessions

1,577

Number of Sessions per User

1.39

Pageviews

4,730

F

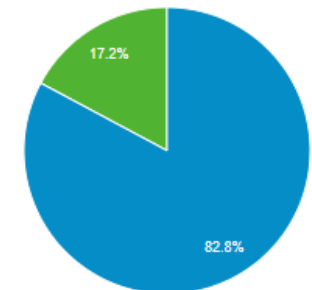
Avg. Session Duration

00:02:55

Bounce Rate

47.43%

New Visitor Returning Visitor



January Website Overview

Organic Traffic Overview: In January 2018, Visit Bastrop received 729 organic visitors to our website. This accounted for about 49% of our total traffic. There were about 1,487 sessions last month, excluding SimpleView traffic. Top organic pages were:

- Homepage (426 sessions)
- Bastrop Music Festival (31 sessions)
- RFP Page (25 sessions)

Call to action: The phrase “music festivals in Texas” receives an average of 5,400 monthly web searches. Since the site received traffic related to the Bastrop Music Festival, we have highlighted the event on the Festivals page as well as detailed description on our website as well the calendar of events. Dedicating a page to this will help Visit Bastrop capture some of that traffic.

IndustryAverages

Engagement Metrics	Industry Average	VisitBastrop.com	% Difference
Total Pages Per Visit:	2.07	2.71	● 23.62%
Total Average Visit Duration:	0:01:53	0:02:45	● 31.53%
Total Bounce Rate:	54.38%	48.69%	● -11.69%
Organic Pages Per Visit:	2.21	2.91	● 23.93%
Organic Average Visit Duration:	0:02:04	0:02:33	● 18.86%
Organic Bounce Rate:	50.74%	42.80%	● -18.56%

January Website Overview

Date: February 8, 2018
 Client: Visit Bastrop
 Date Range: January 1 - 31, 2018

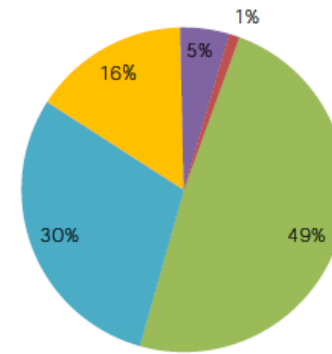


Traffic Overview:

	Aug	Sep	Oct	Nov	Dec	Jan
Total Sessions				3,155	3,201	1,487
Users:				2,551	2,741	1,101
Bounce Rate:				66%	70%	49%
Pageviews:				7,926	6,591	4,730
Avg Page per Session:				2.51	1.89	2.71
Avg Session Duration:				02:08	01:18	02:45
Total Organic Search Traffic:				399	582	729
% of Traffic From Organic Search:				13%	18%	49%
Entry Pages From Search:				36	80	105

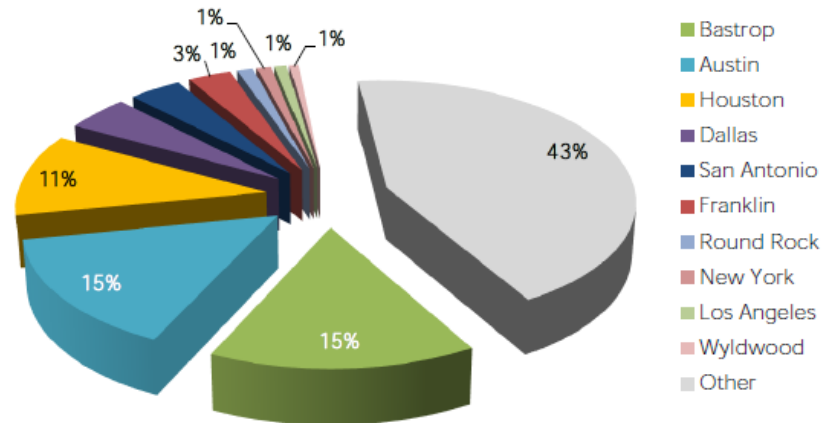
Note: Site launched 11/8/17

Traffic Sources

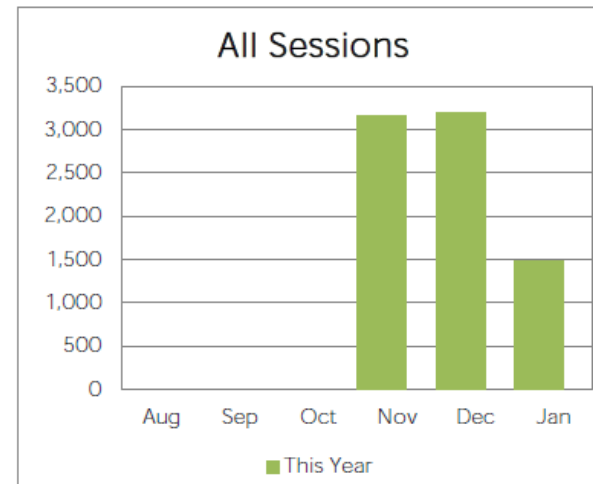


■ Organic Search ■ Direct ■ Referral ■ Social ■ (Other)

Top 10 Cities



All Sessions



January Website Overview

Date: February 8, 2018
 Client: Visit Bastrop
 Date Range: January 1 - 31, 2018

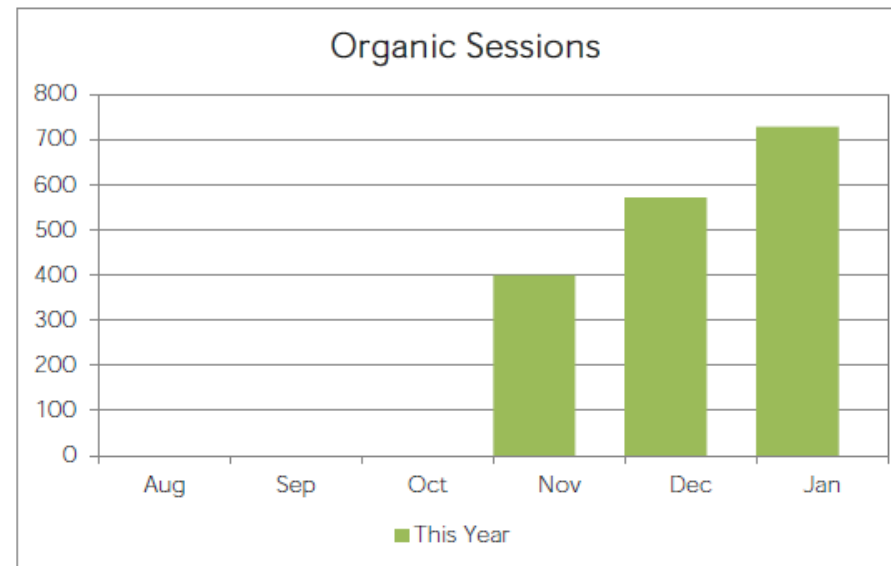


OrganicSearchTraffic:

Organic Traffic		% of Total Site Traffic
Sessions	729	46.23%

Organic Engagement compared to Site Engagemen		
Pageviews per Session	2.91	-3.13%
Average Session Duration	0:02:33	-12.88%
New Sessions	76.41%	13.67%
Bounce Rate	42.80%	-9.77%

Search Engine	Sessions	Percent
google	627	86.01%
bing	55	7.54%
yahoo	46	6.31%
ask	1	0.14%



Search Console Queries	Clicks	Impressions	CTR
(other)	231	8,679	2.66%
bastrop tx	84	9,810	0.86%
visit bastrop	70	99	70.71%
bastrop texas	40	4,250	0.94%
bastrop	39	5,254	0.74%
bastrop music festival	8	53	15.09%
bastrop music festival 2018	8	39	20.51%
bastrop, tx	6	791	0.76%
colorado river refuge	5	34	14.71%
music festivals in texas	5	175	2.86%

Landing Page	Sessions	Percent
/	426	58.44%
/event/bastrop-music-festival/38/	31	4.25%
/rfp/	25	3.43%
/about/history/county-history/	11	1.51%
/careers/	11	1.51%
/play/calendar/	11	1.51%
/play/downtown-bastrop/	9	1.23%
/play/calendar/festivals/	8	1.10%
/event/gospel-music-concert/42/	7	0.96%
/event/the-austin-troubadours/35/	7	0.96%

January Website Overview

Date: February 8, 2018

Client: Visit Bastrop

Date Range: January 1 - 31, 2018



Demographics&Interests

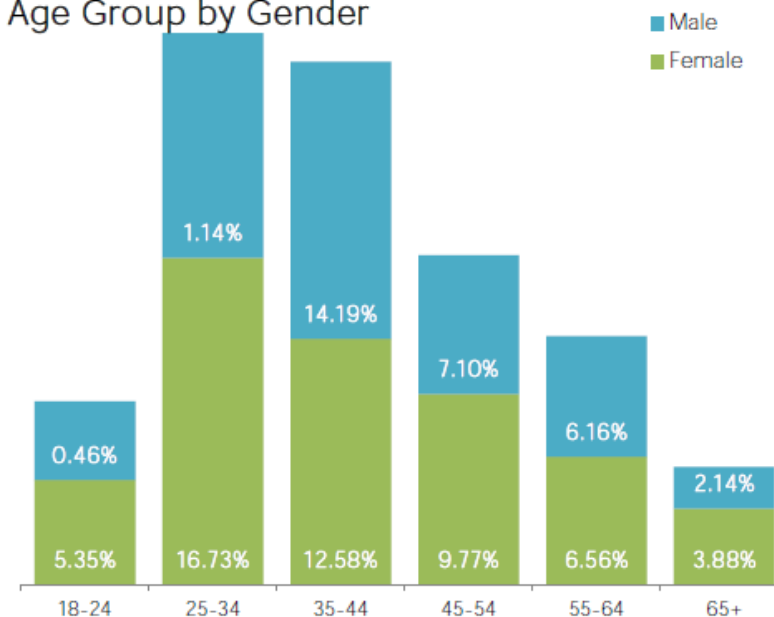
AffinityCategories:

Top 10 Affinity Categories	Visits
News & Politics/News Junkies/Entertainment & Celebrity News Junkies	446
Food & Dining/Cooking Enthusiasts/30 Minute Chefs	435
Sports & Fitness/Health & Fitness Buffs	410
Banking & Finance/Avid Investors	407
Travel/Travel Buffs	395
Shoppers/Value Shoppers	388
Lifestyles & Hobbies/Business Professionals	380
Lifestyles & Hobbies/Shutterbugs	345
Lifestyles & Hobbies/Art & Theater Aficionados	341
Media & Entertainment/Book Lovers	323

OtherCategories:

Top 10 Categories	Visits
News/Weather	206
Arts & Entertainment/Celebrities & Entertainment News	178
Food & Drink/Cooking & Recipes	129
Shopping/Mass Merchants & Department Stores	120
Travel/Air Travel	115
Internet & Telecom/Email & Messaging	112
Reference/General Reference/Dictionaries & Encyclopedias	111
Sports/Team Sports/American Football	110
Arts & Entertainment/TV & Video/Online Video	105
News/Politics	96

Age Group by Gender



Affinity Categories broaden the scope to identify users in terms of lifestyle; for example, Technophiles, Sports Fans, and Cooking Enthusiasts. These categories are defined in a similar way to TV audiences, and represent an opportunity to understand the behavior of your audience.


Other Categories are used to classify groups of users based on the specific content they consume, along with how recently and frequently they consume that content. This category data provides a more focused view of your users, and lets you analyze behavior more narrowly than Affinity Categories.

* Per Google

January Facebook Overview

Facebook Activity Overview

 **94,250**
Impressions

 **1,831**
Engagements

Audience Growth Metrics	Totals
Total Fans	44,321
Organic Likes	150
Unlikes	145
Net Likes	5
Publishing Metrics	Totals
Photos	17
Videos	6
Posts	14
Notes	–
Total Posts	37

The number of posts you sent
increased by

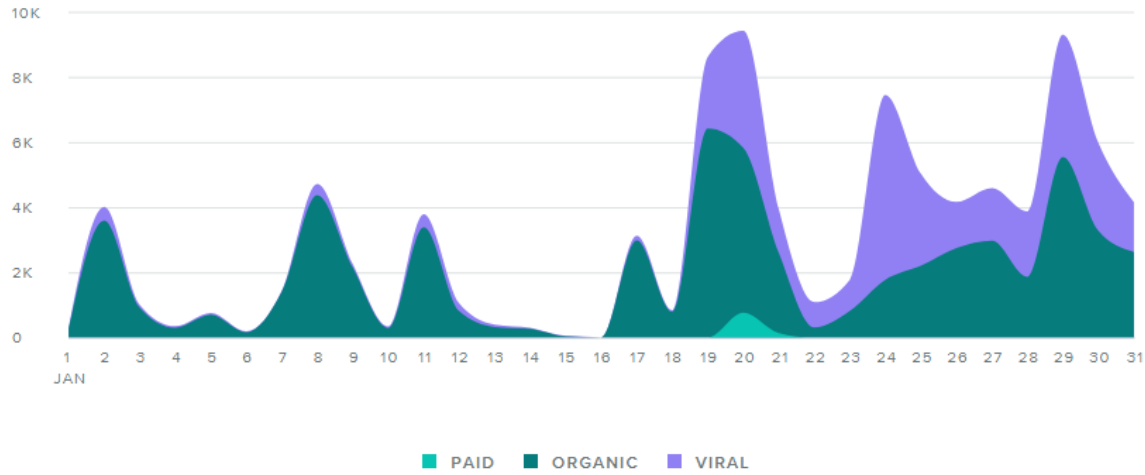
▲48.0%

since previous month

January Facebook Overview

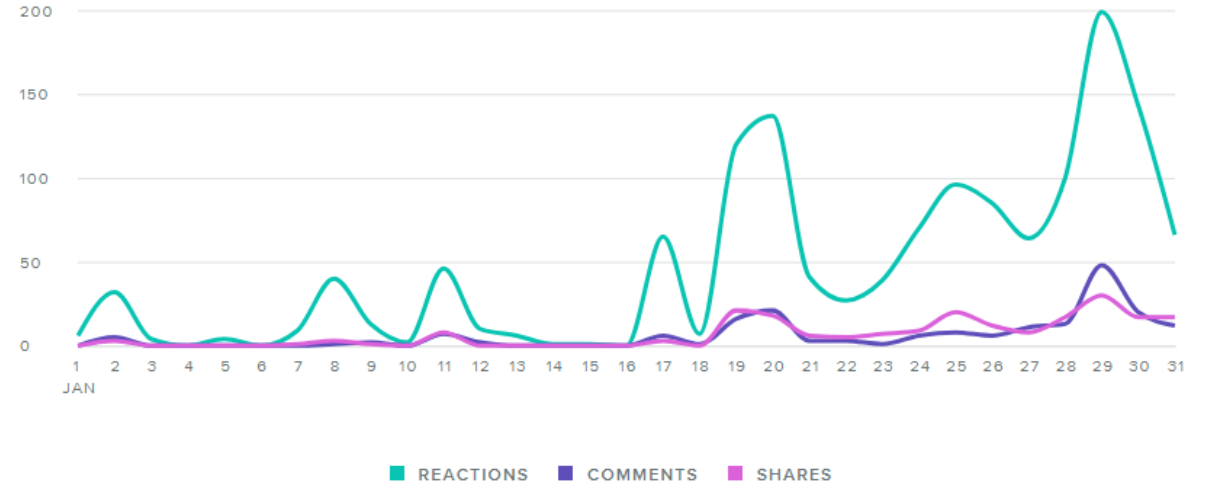
Facebook Impressions

PAGE IMPRESSIONS, BY DAY



Facebook Engagement

AUDIENCE ENGAGEMENT, BY DAY



Impressions Metrics	Totals
Organic Impressions	60,755
Viral Impressions	32,593
Paid Impressions	902
Total Impressions	94,250
Average Daily Users Reached	1,769

Action Metrics	Totals
Reactions	1,433
Comments	192
Shares	206
Total Engagements	1,831

Total Engagements increased by

+104.1%
since previous month

Instagram Overview: January



January Post = 18

TOTALS FOR CUSTOM RANGE

Likes	553
Comments	24
Engagement	15.29%



visitbastroptx



Because you never know where you might spot #toads in #town! 🐸

45

6

22.97%

===

#mybastrop

#smallbusinessrevolution #art

#toadsintown #unique #fun

#scavengerhunt #bastroptx #visitbastrop

(Image) January 27, 2018 8:22 pm



visitbastroptx



Don't let another sun set on your chance to visit #MyBastrop!

46

4

22.52%

===

#smallbusinessrevolution

#mytown #hometown #sunset #nature

#disconnect #escape #explore

#BastropTX #VisitBastrop

(Image) January 25, 2018 7:28 pm



visitbastroptx



Breakfast, on point! 🍳🍳🍳

38

3

18.47%

===

#breakfast #brunch

#mybastrop

#smallbusinessrevolution

#mainstreet #mainstreetcafe #visitbastrop

#bastroptx

(Image) January 27, 2018 10:23 am





Strategic Marketing Initiatives

MyBastrop/Small Business Revolution: We've been monitoring the Small Business Revolution efforts closely, supporting the movement and watching for trends, changes and threats associated with the cause. We are posting across all of our social media channels, as well as activating our partners to assist in expanding the messaging. *Buc-ee's kiosk

Bastrop Music Festival

As of January, roughly 30 tickets have been pre-sold. Sales are expected to increase a few weeks out from the event, with a high percentage of walk-up attendees or day-of admission purchases. The Music festival has secured a social presence on Facebook (247 likes), Instagram (142 followers) and Twitter (14 followers). Performance line-up set to be released in mid-February.

Tough Mudder

Through our partnership with Tough Mudder, we are working to establish Bastrop as the preferred destination before, after and even during the event. Visit Bastrop has identified a few opportunities to reach these participants and encourage them to spend time and stay the night in Bastrop. We are creating a two-page highlight of Bastrop that will be featured in multiple e-mails throughout the customer journey, promoted through dedicated email, and delivered to each participant prior to the event.



VISIT BASTROP
www.visitbastrop.com

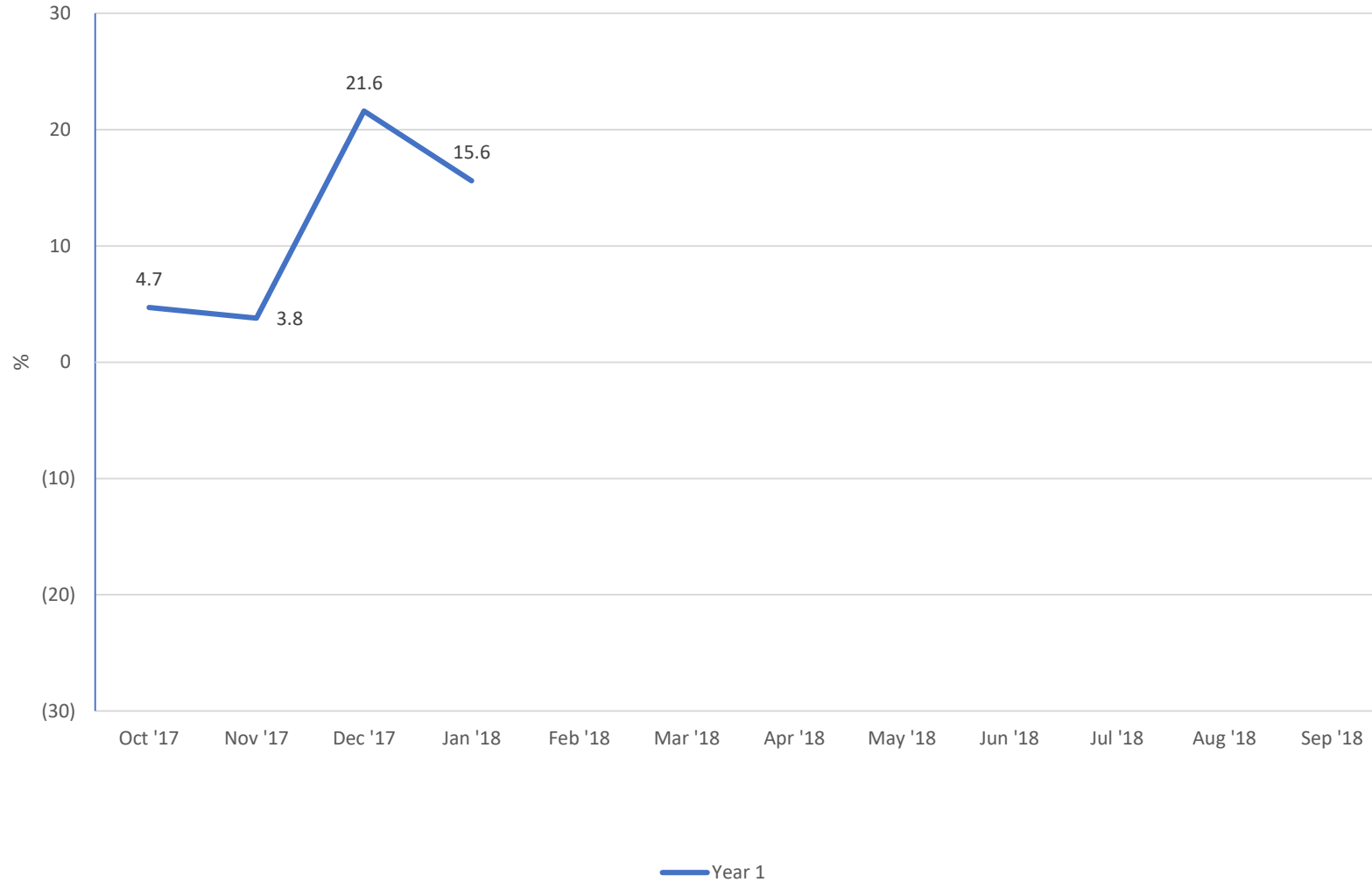
**Visit Bastrop
President's Report
February 2018**



Lodging Industry Report

	January '18						Calendar Year to Date					
	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold
Bastrop	43.9	15.6	76.23	0.4	16.0	15.6	43.9	15.6	76.23	0.4	16.0	15.6
1	47.0	7.8	82.88	13.1	21.9	20.1	47.0	7.8	82.88	13.1	21.9	20.1
2	41.2	-12.6	75.19	-0.3	-12.8	-12.6	41.2	-12.6	75.19	-0.3	-12.8	-12.6
3	42.0	12.5	87.80	-2.0	10.2	13.0	42.0	12.5	87.80	-2.0	10.2	13.0
4	44.8	12.2	93.72	1.8	14.3	12.2	44.8	12.2	93.72	1.8	14.3	12.2
5	40.2	-4.4	84.02	-2.7	-6.9	4.4	40.2	-4.4	84.02	-2.7	-6.9	4.4
6	54.3	-5.2	109.27	3.6	-1.7	-3.8	54.3	-5.2	109.27	3.6	-1.7	-3.8
7	64.4	-0.9	140.15	1.8	0.9	3.2	64.4	-0.9	140.15	1.8	0.9	3.2
8	60.4	-2.5	111.12	-3.4	-5.8	8.2	60.4	-2.5	111.12	-3.4	-5.8	8.2
9	45.4	-3.4	88.42	0.7	-2.6	15.9	45.4	-3.4	88.42	.7	-2.6	15.9
Average	48.4	1.9	94.90	1.3	3.4	7.6	48.4	1.9	94.9	1.3	3.35	7.62

Hotel Occupancy Monthly Percent Change Year Over Year





Convention Sales

Room Nights Booked- Fiscal Year to Date

	Convention Center	Hyatt	Other	Total
FYTD Room Nights		1044	308	1352

Definite Future Room Night Bookings– February

Number of Definite Bookings		Total Room Night Production	Total Attendance	Economic Impact*
Originated	-	No Decisions This Month	-	-
Assisted	-	No Decisions This Month	-	-

Lead Production - February

Number of Leads Sent	Total Room Night Potential	Total Attendance
1	970	400

**Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator*

Convention Sales Initiatives

Tradeshow/Industry Meetings:

- January 29-Feb 2 Religious Conference Managers Association- Emerge 2018 Conference
- February 27 Texas Assn. of Convention & Visitor Bureaus Board Meeting

Local Events Attended:

- February 10 Meat, Eat, & Greet at Texas Boot Company
- February 13 Small Business Revolution (Top 5) Watch Party
- February 13-20 Assisted with multiple Small Business Revolution activities
- February 16 Attended & Emceed Chamber Banquet
- February 17 Main Street's 80's Pub Crawl
- February 20 Small Business Revolution Announcement Party
- February 24 Empty Bowl Project

Meetings/Appointments:

- February 7 Regional Collaboration Meeting with Marie Woodard- Georgetown CVB
- February 8 Hotel & Lodging Sales Meeting at Bastrop Opera House

Upcoming Activities

- March 6-10 Christian Meetings & Conventions Association Annual Showcase



MARKETING

February Website Overview

Audience Overview ✓

SAVE EXPORT SHARE INTELLIGENCE

All Users
100.00% Users

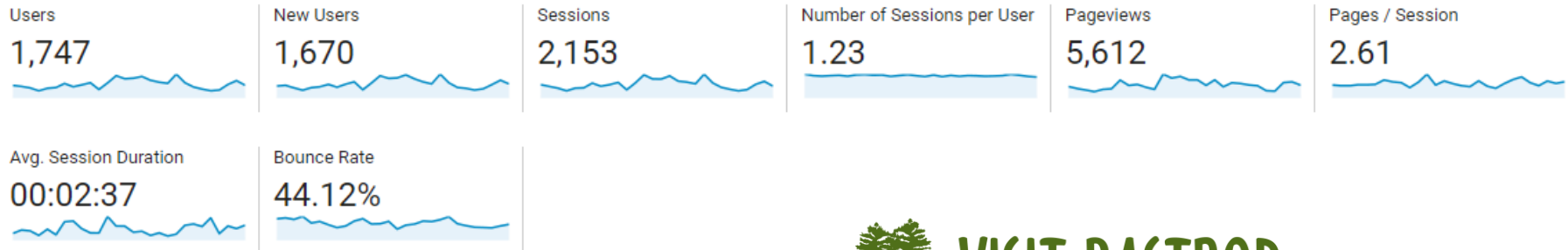
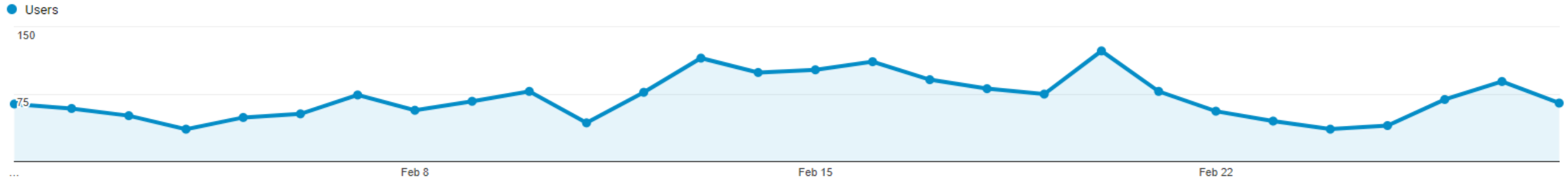
+ Add Segment

Feb 1, 2018 - Feb 28, 2018

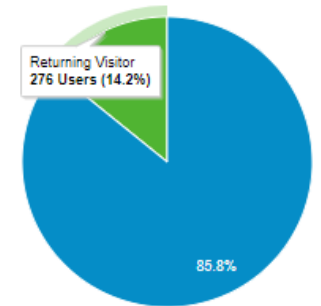
Overview

Users VS. Select a metric

Hourly Day Week Month



New Visitor Returning Visitor



February Website Overview

Organic Traffic Overview: In February 2018, visitbastrop.com had 1,268 organic sessions. This accounted for 59% of the total traffic. Since launching in November, organic traffic has continued to increase in both the number of sessions and the percentage of total traffic, each month.

- Homepage
- Texas Meet, Eat & Greet | Texas Boot Company
- Bastrop Music Festival

Top organic landing page for the month was the homepage. Additional top organic landing pages included the event listing for the Texas Meet, Eat & Greet and the Bastrop Music Festival.

IndustryAverages

Engagement Metrics	Industry Average	VisitBastrop.com		% Difference
Total Pages Per Visit:	2.12	2.61	●	18.67%
Total Average Visit Duration:	0:01:55	0:02:37	●	26.77%
Total Bounce Rate:	54.77%	44.12%	●	-24.13%
Organic Pages Per Visit:	2.33	2.70	●	13.81%
Organic Average Visit Duration:	0:02:12	0:02:34	●	14.35%
Organic Bounce Rate:	48.50%	41.40%	●	-17.14%



February Website Overview

Date: March 2, 2018
 Client: Visit Bastrop
 Date Range: February 1 - 28, 2018

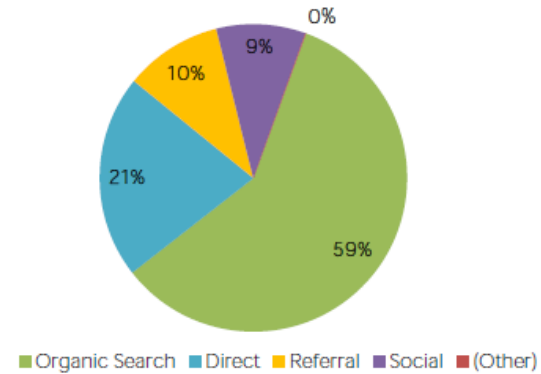


Traffic Overview:

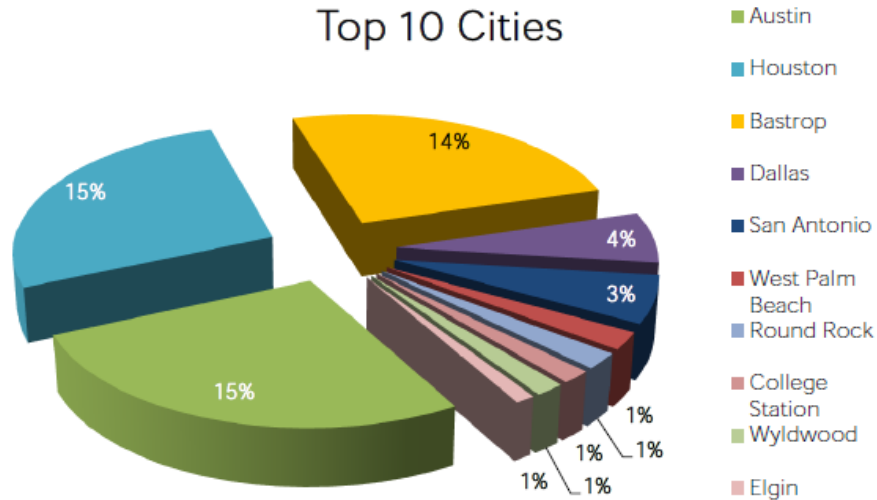
	Sep	Oct	Nov	Dec	Jan	Feb
Total Sessions			3,155	3,201	1,487	2,153
Users:			2,551	2,741	1,101	1,747
Bounce Rate:			66%	70%	49%	44%
Pageviews:			7,926	6,591	4,730	5,612
Avg Page per Session:			2.51	1.89	2.71	2.61
Avg Session Duration:			0:02:08	01:18	02:45	02:37
Total Organic Search Traffic:			399	582	729	1,268
% of Traffic From Organic Search:			13%	18%	49%	59%
Entry Pages From Search:			36	80	105	109

Note: Site launched 11/8/17

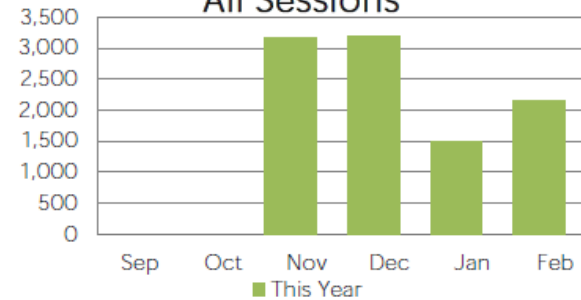
Traffic Sources



Top 10 Cities



All Sessions



Top Social Networks:

Source	Sessions	Avg. Time on	Pages per
Facebook	184	0:00:55	1.55
paper.li	11	0:05:34	1.35
Twitter	4	0:00:00	1.00
Instagram	3	0:08:15	3.00



February Website Overview

Date: March 2, 2018
 Client: Visit Bastrop
 Date Range: February 1 - 28, 2018

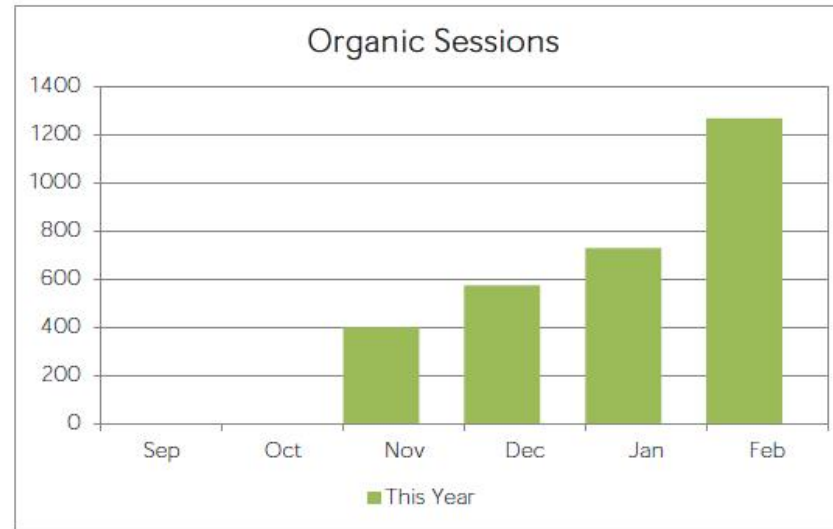


OrganicSearchTraffic:

Organic Traffic		% of Total Site Traffic
Sessions	1,268	58.89%

Organic Engagement compared to Site Engagement		
Pageviews per Session	2.70	3.72%
Average Session Duration	0:02:34	-1.86%
New Sessions	76.89%	-0.87%
Bounce Rate	41.40%	-6.17%

Search Engine	Sessions	Percent
google	1,130	89.12%
bing	71	5.60%
yahoo	67	5.28%
Totals	1,268	100.00%



Search Console Queries	Clicks	Impressions	CTR
bastrop tx	165	11,342	1.45%
bastrop texas	120	5,315	2.26%
visit bastrop	79	92	85.87%
bastrop	67	5,610	1.19%
#mybastrop	31	228	13.60%
bastrop music festival	22	103	21.36%
mybastrop	20	82	24.39%
bastrop, tx	15	865	1.73%
bastrop music festival 2018	9	93	9.68%
bastrop, texas	8	275	2.91%

Landing Page	Sessions	Percent
/	660	52.05%
/event/texas-legends-meat-eat-&-greet-at-texas-boot-company/62/	93	7.33%
/about/mybastrop-movement/	87	6.86%
/event/bastrop-music-festival/38/	83	6.55%
/play/calendar/	27	2.13%
/event/80s-pub-crawl/48/	24	1.89%
/about/history/county-history/	11	0.87%
/play/downtown-bastrop/	10	0.79%
/play/outdoor-activities/	9	0.71%
/contact-us/	8	0.63%



February Website Overview

Date: March 2, 2018
 Client: Visit Bastrop
 Date Range: February 1 - 28, 2018



Demographics&Interests

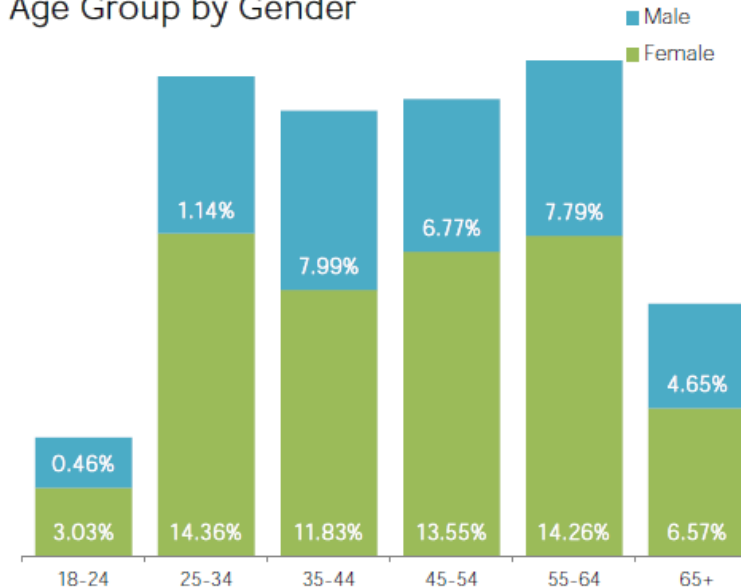
AffinityCategories:

Top 10 Affinity Categories	Visits
Food & Dining/Cooking Enthusiasts/30 Minute Chefs	696
News & Politics/News Junkies/Entertainment & Celebrity News Junkies	604
Shoppers/Value Shoppers	546
Media & Entertainment/Book Lovers	528
Banking & Finance/Avid Investors	496
Lifestyles & Hobbies/Family-Focused	479
Travel/Travel Buffs	439
Lifestyles & Hobbies/Pet Lovers	434
Shoppers/Bargain Hunters	430
Lifestyles & Hobbies/Shutterbugs	423

OtherCategories:

Top 10 Categories	Visits
Arts & Entertainment/Celebrities & Entertainment News	332
News/Weather	270
Food & Drink/Cooking & Recipes	230
Real Estate/Real Estate Listings/Residential Sales	160
Sports/Team Sports/American Football	144
Shopping/Mass Merchants & Department Stores	131
News/Politics	119
Internet & Telecom/Email & Messaging	112
Arts & Entertainment/TV & Video/Online Video	107
Travel/Air Travel	101

Age Group by Gender



Affinity Categories broaden the scope to identify users in terms of lifestyle; for example, Technophiles, Sports Fans, and Cooking Enthusiasts. These categories are defined in a similar way to TV audiences, and represent an opportunity to understand the behavior of your audience.




Other Categories are used to classify groups of users based on the specific content they consume, along with how recently and frequently they consume that content. This category data provides a more focused view of your users, and lets you analyze behavior more narrowly than Affinity Categories.

* Per Google



Facebook Overview: February

Facebook Activity Overview

 585,456 Impressions	 8,550 Engagements	 5,548 Clicks
---	---	--

Audience Growth Metrics	Totals
Total Fans	44,609
Paid Likes	113
Organic Likes	338
Unlikes	159
Net Likes	292

Publishing Metrics	Totals
Photos	15
Videos	15
Posts	34
Notes	-
Total Posts	64

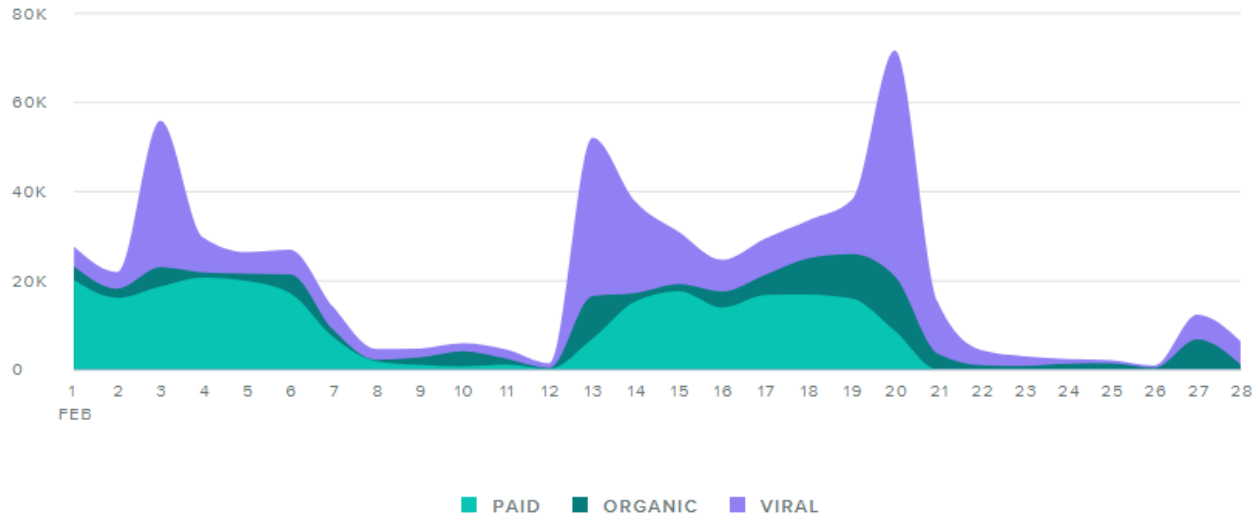


Facebook Overview: February



Facebook Impressions

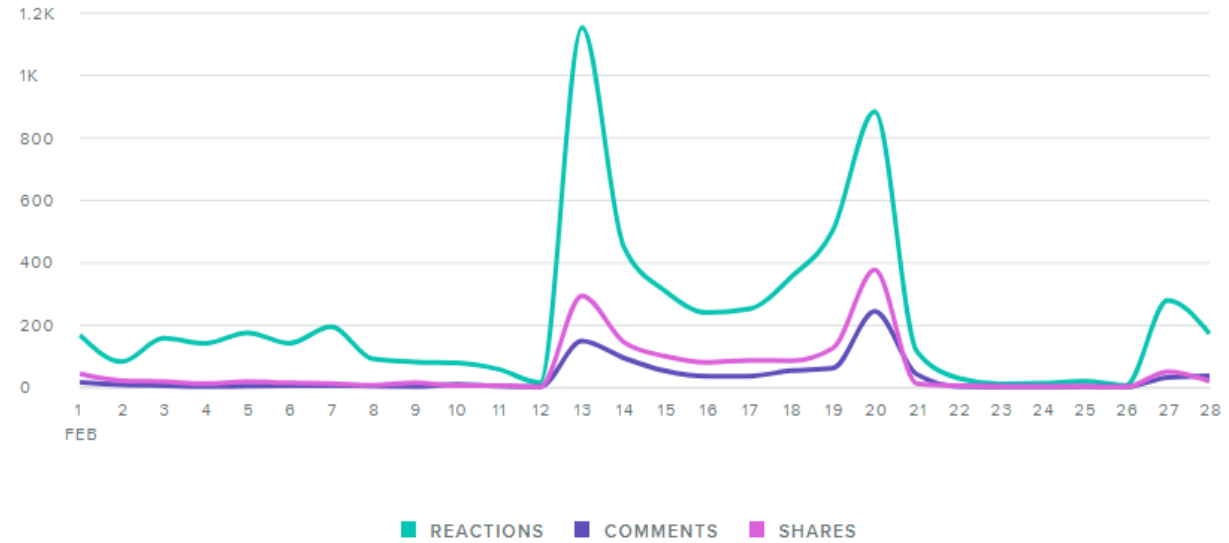
PAGE IMPRESSIONS, BY DAY



Impressions Metrics	Totals
Organic Impressions	92,034
Viral Impressions	258,054
Paid Impressions	235,368
Total Impressions	585,456
Average Daily Users Reached	14,780

Facebook Engagement

AUDIENCE ENGAGEMENT, BY DAY





Action Metrics	Totals
Reactions	6,135
Comments	885
Shares	1,530
Total Engagements	8,550


Facebook Overview: February

02/20/2018 2:04 pm		While everyone is voting their little hearts out for Bastrop -			1.9K		157 33		Boost Post
02/20/2018 1:32 pm		Visit Bastrop shared Brenda Abbott's post.			692		15 10		Boost Post
02/20/2018 1:22 pm		Visit Bastrop shared Dale Lockett's post.			568		18 5		Boost Post
02/20/2018 12:49 pm		These stat's alone are just on e example of the potential Ba			29.7K		4.4K 958		Boost Post
02/20/2018 8:39 am		Hey, hey friends! Today's the LAST day today submit your			11.9K		1.1K 360		Boost Post
02/19/2018 5:16 pm		Alright, folks! The last day of r esults are IN! This is the final			2.7K		273 25		Boost Post
02/19/2018 1:05 pm		Don't stop believin' y'all! We've e got TWO more days to cha			1.1K		75 8		Boost Post
02/19/2018 9:33 am		We're comin' at cha LIVE fro m Copper Shot Distillery this			4.7K		427 210		Boost Post
02/19/2018 8:15 am		Kickin' off Monday morning wi th fashion show on the Old Ir			1.2K		158 62		Boost Post
02/13/2018 8:50 am		Check out that reaction! <3 B astrop has made the TOP 5! I			37.7K		5.8K 1.8K		Boost Post
02/13/2018 6:29 am		We're live at the #smallbusine ssevolution watch party in #			1.3K		94 50		Boost Post


Instagram Overview: February


Instagram Profile	Total Followers	Follower Increase	Followers Gained	Media Sent	Comments Sent	Total Engagements	Engagements per Media	Engagements per Follower
 Visit Bastrop (Business)	294	100.0%	69	24	8	837	34.9	2.85


 visitbastroptx


 @ziplostpines #mybastrop --- 55 2 23.75%

Need Valentine's Day plans? 🍷🍷 How about you come and PLAY with us this Saturday for our first Sunset Zip & Sip event! We'll also be sampling some wines from Colorado River Winery so you won't want to miss this.

 visitbastroptx

 Thank you @rwethereyetmom for supporting Bastrop and the @smallbusinessrevolution! We hope to have the opportunity to welcome you back to our neck of the woods again soon!

 visitbastroptx

 Alright, y'all! The first update is in and Bastrop is in the #2 position. We didn't come this far to sell ourselves short. Engage your friends and family and encourage them to support #MyBastrop and the @smallbusinessrevolution! [Voting link in bio]





Strategic Marketing Initiatives

Branding Process: The Visit Bastrop Marketing Committee has narrowed down the responses to our Branding RFP to one finalist, after reviewing video submissions from three finalists. The committee will be presenting their recommendation at the March Board meeting and if approved by the Board, the branding process will begin in April and is expected to be finished in August. During the research phase, strategic stakeholder input (City, BEDC, Chamber and others) will be engaged.

Bastrop Music Festival: We're about two months out from the event and lining up our media exposure to run in-sync with Texas Music Magazine's promotion of the festival. Full pages ads will be featured in San Antonio Magazine (March, April & May) as well as Austin Monthly Magazine (April & May), a two-page spread in the spring issue of Texas Music Magazine and editorial content in their spring issue. Digital advertising and social promotion will be a big focus from now until the event.

Tough Mudder: With just over two months to go we have strong marketing in place to reach registrants in their planning stages including our presence on the TM website. We have crafted a two-page overview of our destination highlighting the various outdoor activities, shopping, restaurants, experiences and included a "Tough Mudder Freebies/Deals" where participants are offered discounts on grub and goodies for flaunting their TM headbands. This overview will be included in the Virtual Event Bag that participants will receive upon registering for the event.



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 6B

TITLE:

Receive presentation on the unaudited Comprehensive Monthly Financial Report for the period ending February 28, 2018.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Occupancy Tax Fund.

POLICY EXPLANATION:

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R2017-75 on September 26, 2017.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Comprehensive Monthly Financial Report for the period ending February 28, 2018

CITY OF BASTROP






Comprehensive Monthly Financial Report
February 2018



Performance at a Glance as of Feb. 28, 2018



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	POSITIVE	Page 12
HTOEL OCCUPANCY TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	WARNING	Page 14
Legal fees	N/A	Page 15
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of > 5% compared to seasonal trends	

ECONOMIC INDICATORS	JAN. 31, 2018— NEWS FOR YOU
ECONOMY	
<p><u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 2.6% in the 4th quarter of 2017. The personal income increased by .4% in January 2018 with disposable personal income increasing .9%. The personal consumption expenditures increased .2%. All of these reported by the Bureau of Economic Analysis.</p> <p><u>U.S. Retail Sales:</u>  U.S. Retail sales is up 3.6% in January 2018 from last year.</p> <p><u>Texas Retail Sales:</u>  This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 129.03 in Dec. 2017 which is up 4.83% from one year ago.</p>	<p>Attached is the Comprehensive Monthly Financial report for February 2018. This is five months of FY2018, or 41.7% of the fiscal year is complete.</p> <p><u>Revenues:</u> Overall, the City has earned \$16,240,535. This amount is 47.8% of the approved budget of \$33,973,741 and is slightly more than the amount forecasted through the month of February.</p> <p><u>Expense:</u> Overall, the City has spent 10% less than forecasted.</p>
UNEMPLOYMENT	Noteworthy
<p><u>State-wide:</u>  The state unemployment rose from 3.9% to 4.0% in Jan. 2018.</p> <p><u>Bastrop:</u>  Bastrop County has an unemployment rate of 3.0% in Dec. 2017 which is down from 3.1% in Nov. 2017.</p>	<p>The Comprehensive Annual Financial Report was presented to the City Council with no management comments. The General Fund ending fund balance was 31% of operating expenses and our policy is 25%. We had projected 27%.</p>

BUDGET SUMMARY OF ALL FUNDS

	FY2018 <u>Budget</u>	FY2018 <u>Forecast</u>	FY2018 <u>YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 10,712,030	\$ 6,151,318	\$ 6,382,379	3.8%
Designated	47,450	15,938	35,074	120.1%
Innovation	256,500	106,875	107,978	1.0%
Debt Service	2,565,113	1,714,985	1,768,328	3.1%
Water/Wastewater	5,121,640	1,998,720	2,025,540	1.3%
Water/Wastewater Debt	2,007,586	600,090	802,108	33.7%
Impact Fees	896,439	161,500	163,567	1.3%
Vehicle & Equipment Replacement	561,371	229,738	265,171	15.4%
Electric	7,323,696	2,713,593	2,782,815	2.6%
Hotel/Motel Tax	2,882,000	1,033,978	1,014,527	-1.9%
Hospitality & Downtown	1,034,788	444,591	421,345	-5.2%
Art in Public Places	75,041	31,265	31,875	2.0%
Library Board	20,150	6,729	13,162	95.6%
Cemetery	90,700	37,790	52,876	39.9%
Hunter's Crossing PID	379,237	360,725	373,790	3.6%
TOTAL REVENUES	\$ 33,973,741	\$ 15,607,835	\$ 16,240,535	4.1%

POSITIVE

WARNING

NEGATIVE

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

BUDGET SUMMARY OF ALL FUNDS

	FY2018 Budget	FY2018 Forecast	FY2018 YTD	Variance
<u>Expense:</u>				
General	\$ 10,712,030	\$ 4,392,922	\$ 3,918,499	-10.8%
Designated	612,000	56,250	34,967	-37.8%
Innovation	664,500	318,210	286,067	-10.1%
Debt Service	2,354,274	588,299	588,299	0.0%
Water/Wastewater	6,679,564	2,050,423	1,969,763	-3.9%
Water/Wastewater Debt	1,440,212	388,911	388,911	0.0%
Impact Fees	730,021	90,500	90,688	0.2%
Vehicle & Equipment Replacement	82,000	251,450	195,539	-22.2%
Electric	7,908,734	3,073,907	2,829,020	-8.0%
Hotel/Motel Tax	3,369,730	1,470,227	1,155,044	-21.4%
Hospitality & Downtown	1,027,522	489,676	371,587	-24.1%
Art in Public Places	94,050	20,625	3,945	-80.9%
Library Board	22,386	9,330	4,776	-48.8%
Cemetery	131,177	47,990	47,007	-2.0%
Hunter's Crossing PID	415,750	38,438	56,842	47.9%
TOTAL EXPENSES	\$ 36,243,950	\$ 13,287,158	\$ 11,940,954	-10.1%
Surplus/(Shortfall)	\$ (2,270,209)	\$ 2,320,677	\$ 4,299,581	85.3%

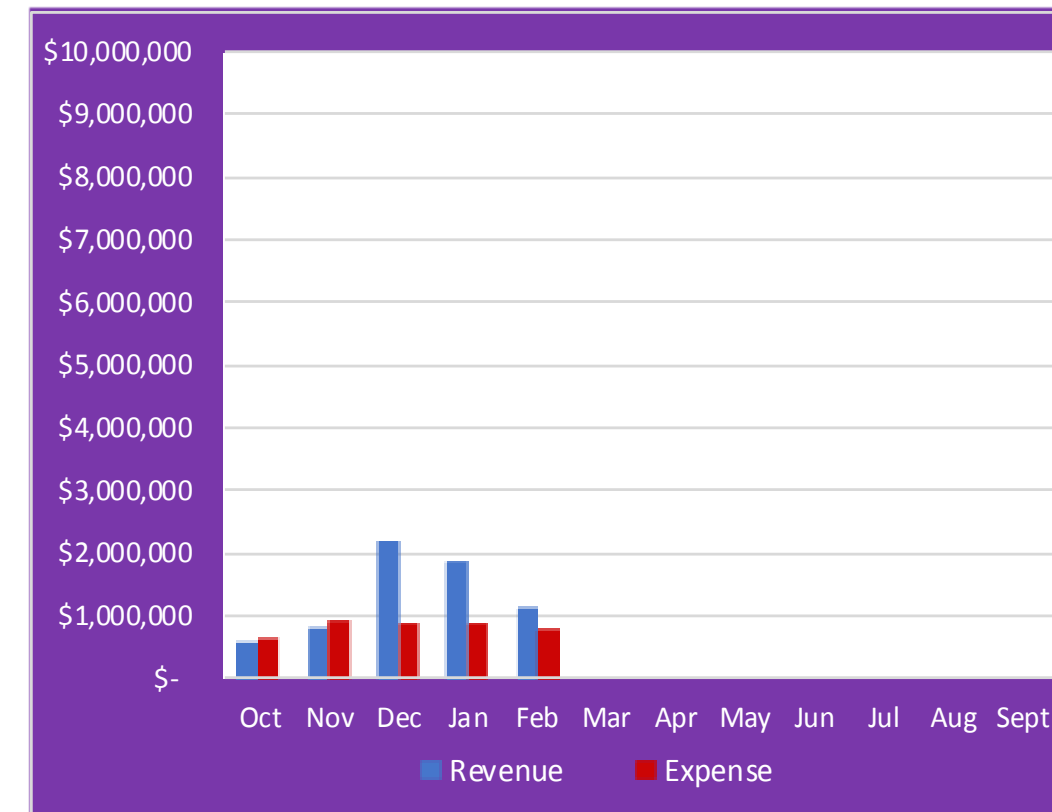
POSITIVE
WARNING
NEGATIVE

= Negative variance or positive variance < 1% compared to forecast
 = Positive variance of 1-5% compared to forecast
 = Positive variance of >5% compared to forecast

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 547,821	\$ 589,749	\$ (41,928)
Nov	773,721	901,783	\$ (128,062)
Dec	2,129,343	841,355	\$ 1,287,988
Jan	1,840,816	828,636	\$ 1,012,180
Feb	1,090,678	756,976	\$ 333,702
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 6,382,379	\$ 3,918,499	\$ 2,463,880
Cumulative Forecast	\$ 6,151,318	\$ 4,392,922	\$ 1,758,396
Actual to Forecast \$	\$ 231,061	\$ 474,423	\$ 705,484
Actual to Forecast %	3.76%	10.80%	



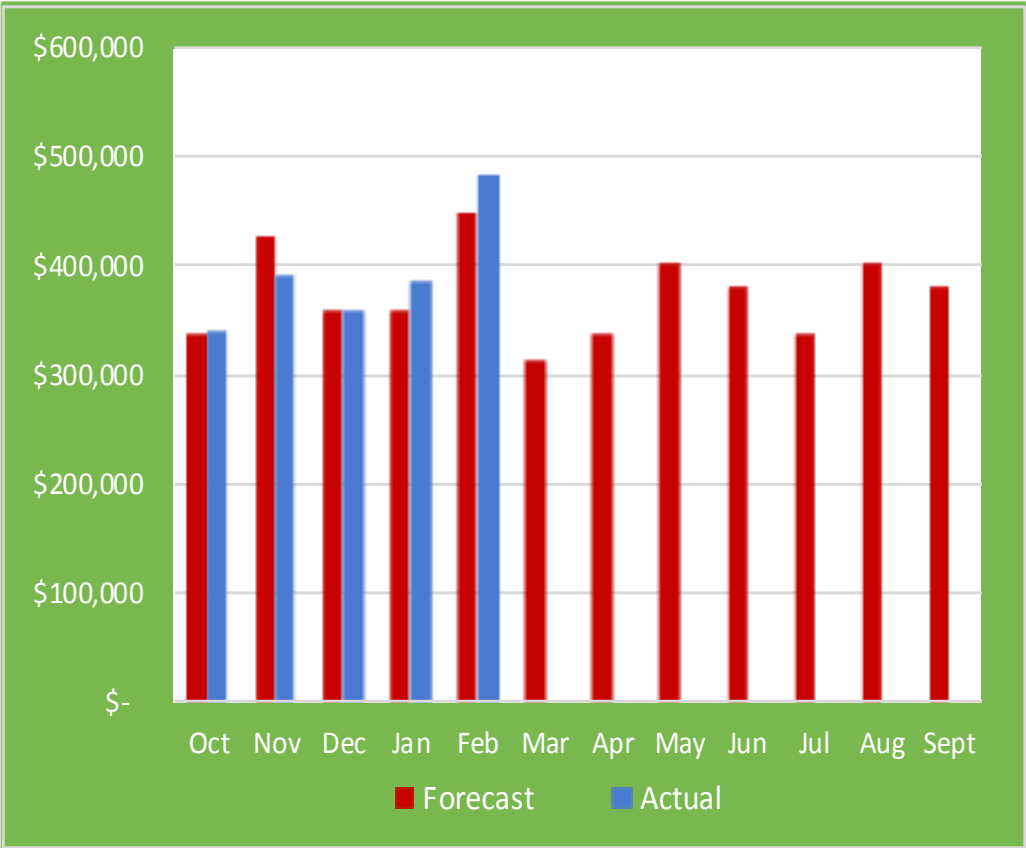
POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. Revenues are 3% higher than forecasted and expenses are 10% lower than expected. This would be due to vacancies and forecasting assumptions.

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 334,264	\$ 338,511	\$ 4,247
Nov	423,401	388,767	\$ (34,634)
Dec	356,548	357,359	\$ 811
Jan	356,548	384,847	\$ 28,299
Feb	445,685	481,888	\$ 36,203
Mar	311,980		\$ -
Apr	334,264		\$ -
May	401,117		\$ -
Jun	378,832		\$ -
Jul	334,264		\$ -
Aug	401,117		\$ -
Sept	378,832		\$ -
Total	\$ 4,456,852	\$ 1,951,372	\$ 34,926
Cumulative Forecast	\$ 1,916,446		
Actual to Forecast	\$ 34,926	1.8%	



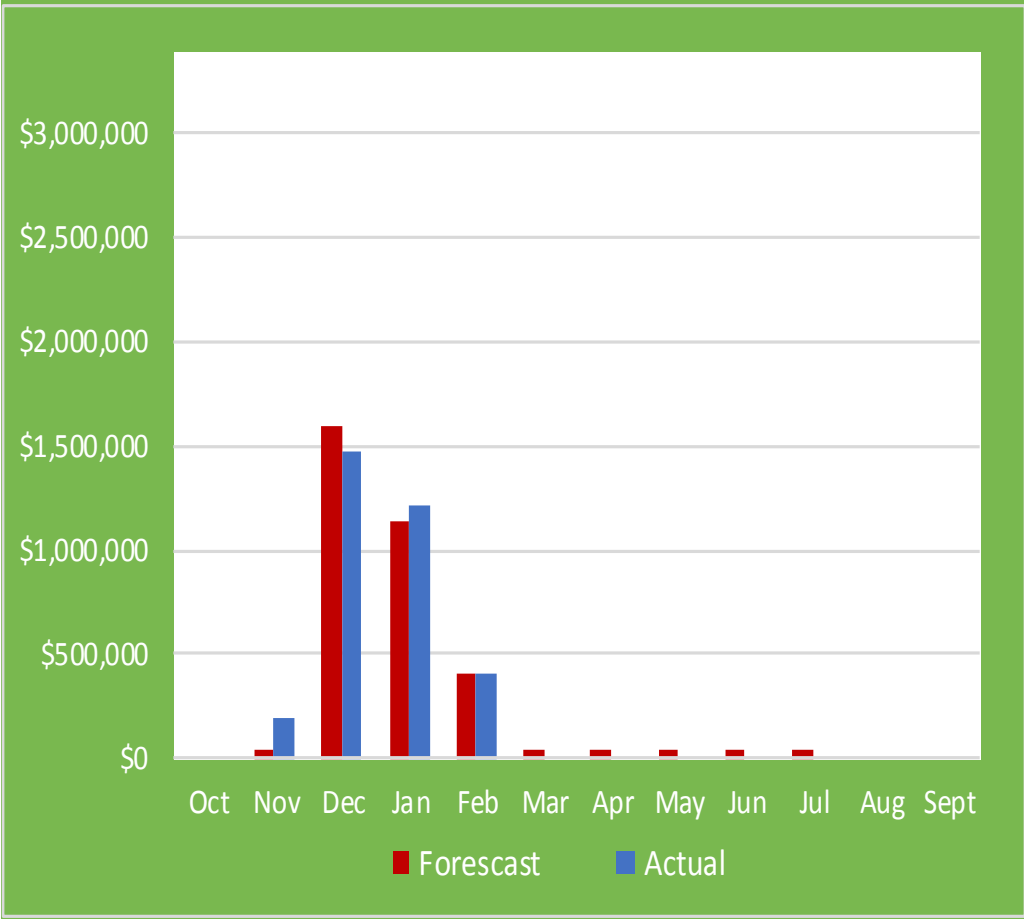
POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 1.8% greater than forecasted.

REVENUE ANALYSIS

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	33,336	190,830	\$ 157,494
Dec	1,600,131	1,478,112	\$ (122,019)
Jan	1,133,426	1,209,437	\$ 76,011
Feb	400,033	405,109	\$ 5,076
Mar	33,336		\$ -
Apr	33,336		\$ -
May	33,336		\$ -
Jun	33,336		\$ -
Jul	33,336		\$ -
Aug	-		\$ -
Sept	-		\$ -
Total	\$ 3,333,606	\$ 3,283,488	\$ 116,562
Cumulative Forecast	\$ 3,166,926		
Actual to Forecast	\$ 116,562	3.55%	



POSITIVE

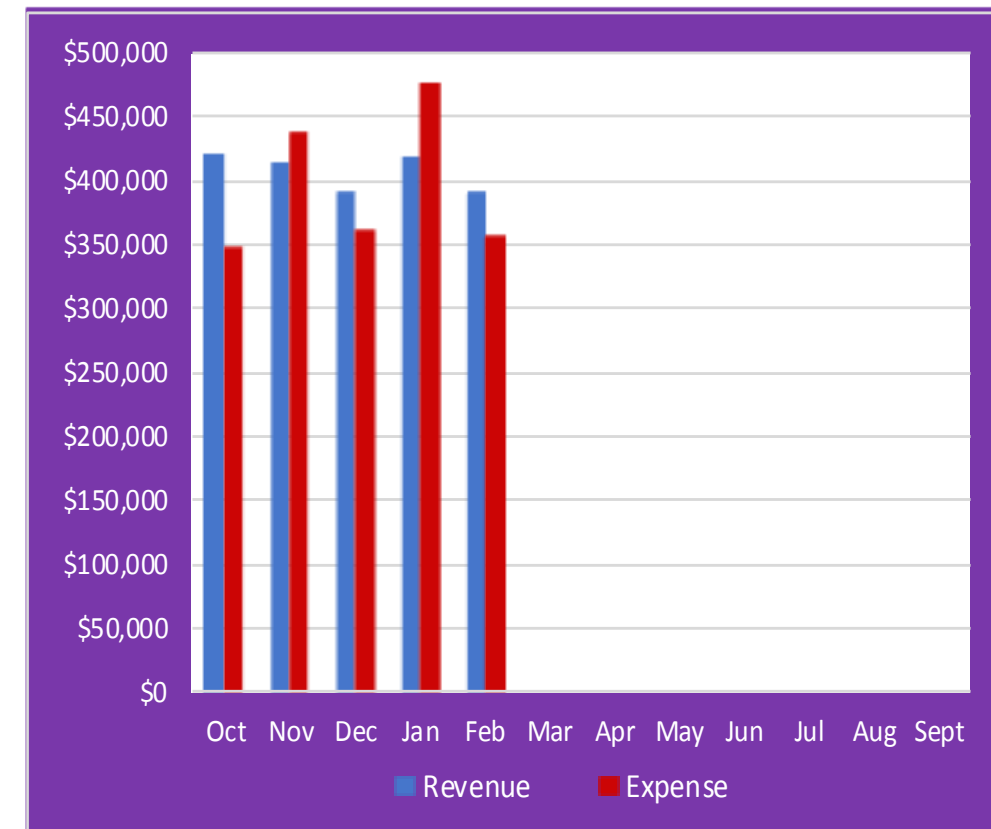
Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast was based on FY17 actuals. Through the month of February we have collected 98% of budget property tax. Actual being 3.5% more than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – Feb. 2018

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 419,499	\$ 345,905	\$ 73,594
Nov	411,848	435,971	\$ (24,123)
Dec	388,292	359,304	\$ 28,988
Jan	416,118	473,510	\$ (57,392)
Feb	389,783	355,072	\$ 34,711
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,025,540	\$ 1,969,762	\$ 55,778
Cumulative Forecast	\$ 1,998,720	\$ 2,050,423	\$ (51,703)
Actual to Forecast \$	\$ 26,820	\$ 80,661	\$ 107,481
Actual to Forecast %	1.34%	3.93%	



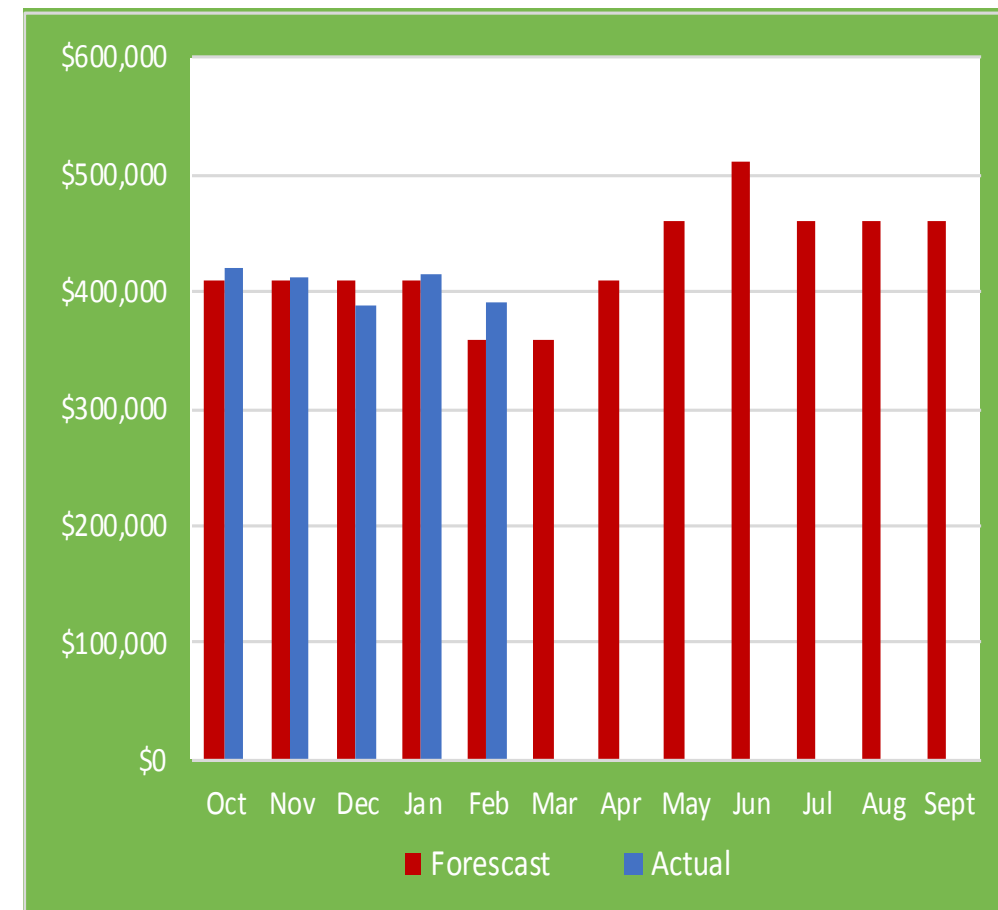
POSITIVE

Water and wastewater revenues are 1% greater than forecasted for this time of year. We are continuing to add homes in Pecan Park and commercial in our service area. The actual expense are 3.9% lower than forecasted due to vacancies and timing of expenditures.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 409,891	\$ 419,499	\$ 9,608
Nov	409,891	411,848	\$ 1,957
Dec	409,891	388,292	\$ (21,599)
Jan	409,891	416,118	\$ 6,227
Feb	359,155	389,783	\$ 30,628
Mar	359,155		\$ -
Apr	409,891		\$ -
May	460,628		\$ -
Jun	511,364		\$ -
Jul	460,628		\$ -
Aug	460,628		\$ -
Sept	460,628		\$ -
Total	\$ 5,121,641	\$ 2,025,540	\$ 26,821
Cumulative Forecast	\$ 1,639,564		
Actual to Forecast	\$ 26,821	1.64%	



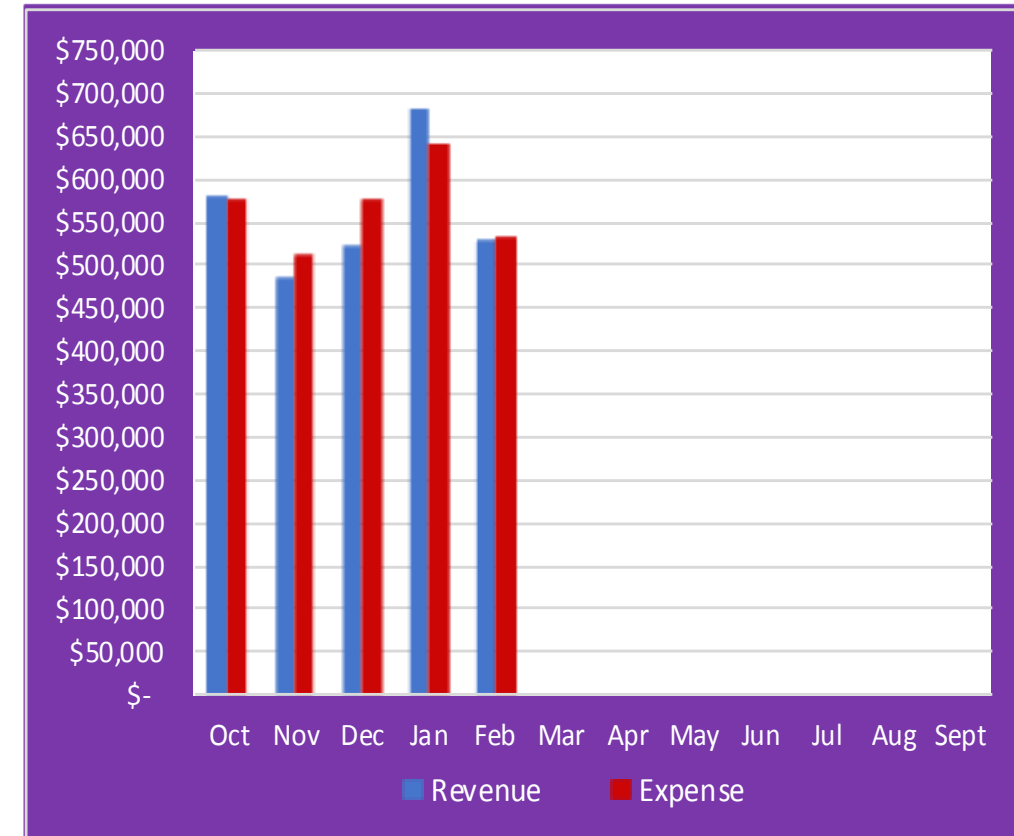
POSITIVE

The water and wastewater actual revenue was slightly 1% over forecast. There were 8 new meters set this month, 7 residential (most were infill) and 1 commercial irrigation.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 575,828	\$ 575,543	\$ 285
Nov	482,650	509,673	\$ (27,023)
Dec	519,759	574,941	\$ (55,182)
Jan	678,275	638,368	\$ 39,907
Feb	526,302	530,494	\$ (4,192)
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,782,814	\$ 2,829,019	\$ (46,205)
Cumulative Forecast	\$ 2,713,593	\$ 3,073,907	\$ (360,314)
Actual to Forecast \$	\$ 69,221	\$ 244,888	\$ 314,109
Actual to Forecast %	2.55%	7.97%	10.52%



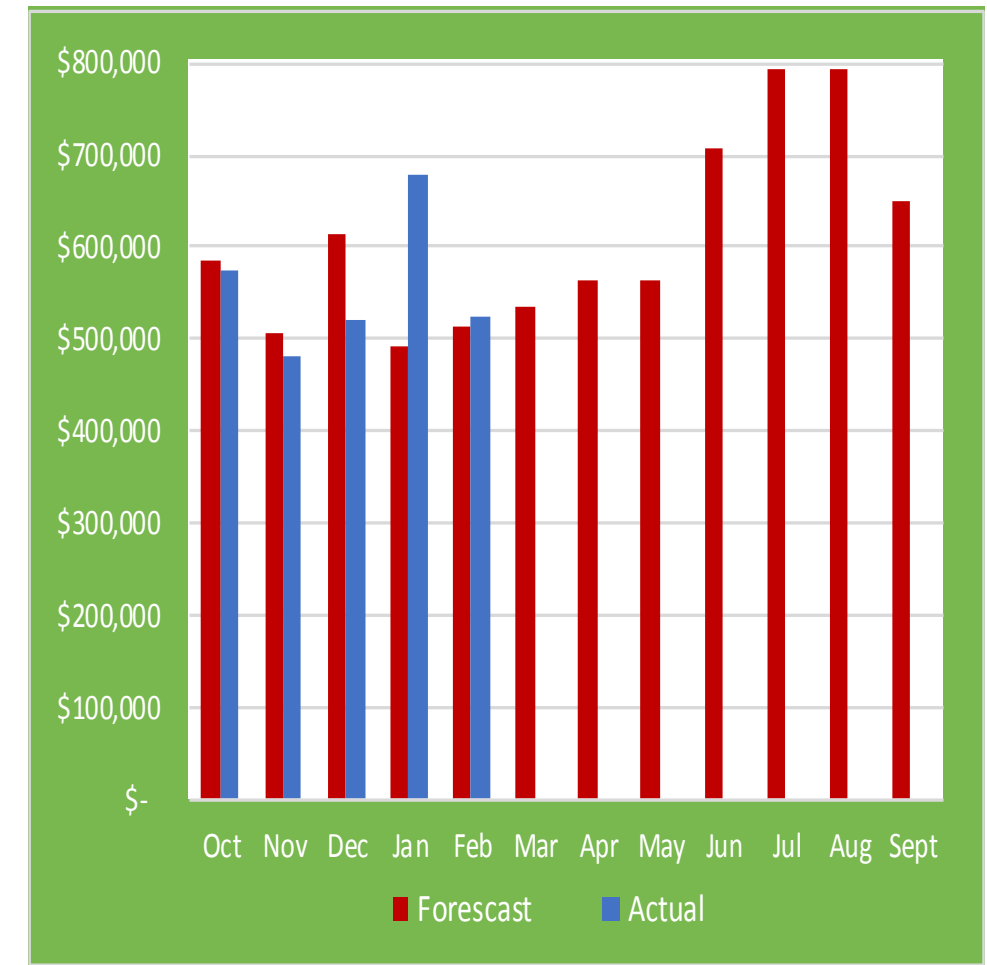
POSITIVE

The Electric utility fund actual revenue is 2% over forecast. The actual expenditures were almost 8% under budgeted forecast which is a 10% net position.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 585,682	\$ 575,828	\$ (9,854)
Nov	506,618	482,650	\$ (23,968)
Dec	614,433	519,759	\$ (94,674)
Jan	492,242	678,275	\$ 186,033
Feb	514,618	526,302	\$ 11,684
Mar	535,368		\$ -
Apr	564,119		\$ -
May	564,119		\$ -
Jun	707,873		\$ -
Jul	794,126		\$ -
Aug	794,126		\$ -
Sept	650,372		\$ -
Total	\$ 7,323,696	\$ 2,782,814	\$ 69,221
Cumulative Forecast	\$ 2,713,593		
Actual to Forecast	\$ 69,221	2.55%	



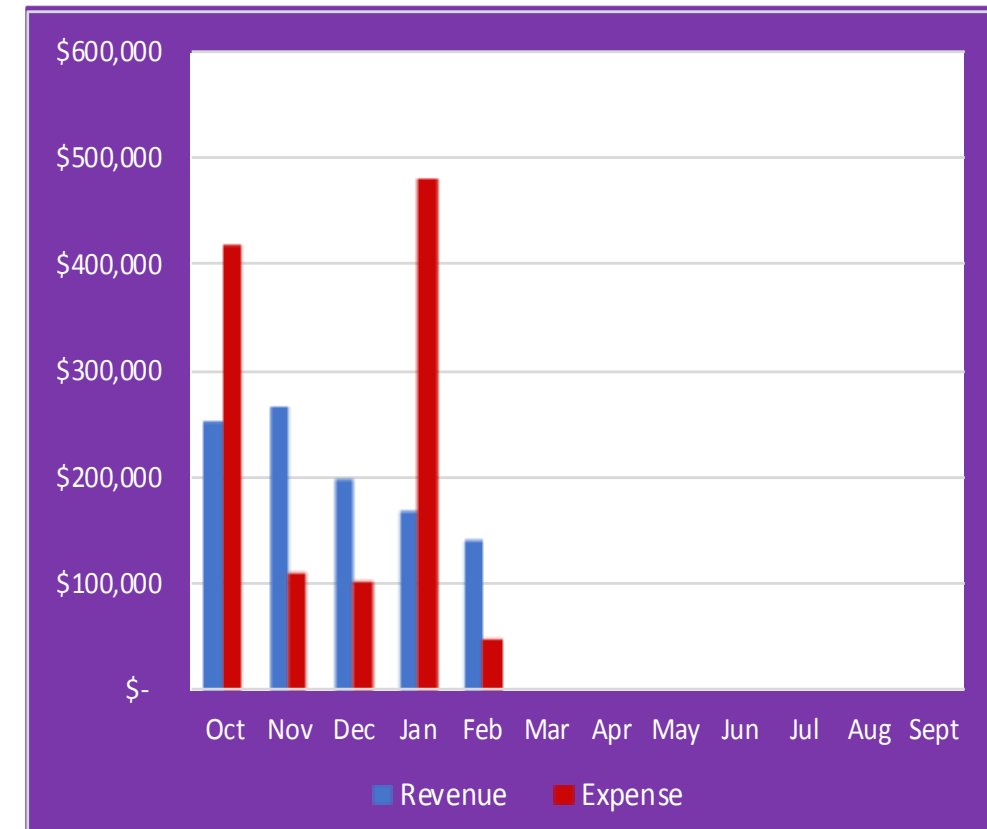
POSITIVE

The Electric utility revenue is 2% above forecasted revenue. No new meter sets this month. A thorough review of the forecasting was performed for this report and some changes were made to better reflect

OVERALL FUND PERFORMANCE

HOTEL OCCUPANCY TAX FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 250,340	\$ 416,596	\$ (166,256)
Nov	263,130	110,633	\$ 152,497
Dec	195,275	100,993	\$ 94,282
Jan	165,533	478,487	\$ (312,954)
Feb	140,248	48,335	\$ 91,913
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 1,014,526	\$ 1,155,044	\$ (140,518)
Cumulative Forecast	\$ 1,033,978	\$ 1,470,227	\$ (436,249)
Actual to Forecast \$	\$ (19,452)	\$ 315,183	\$ 295,731
Actual to Forecast %	-1.88%	21.44%	19.56%



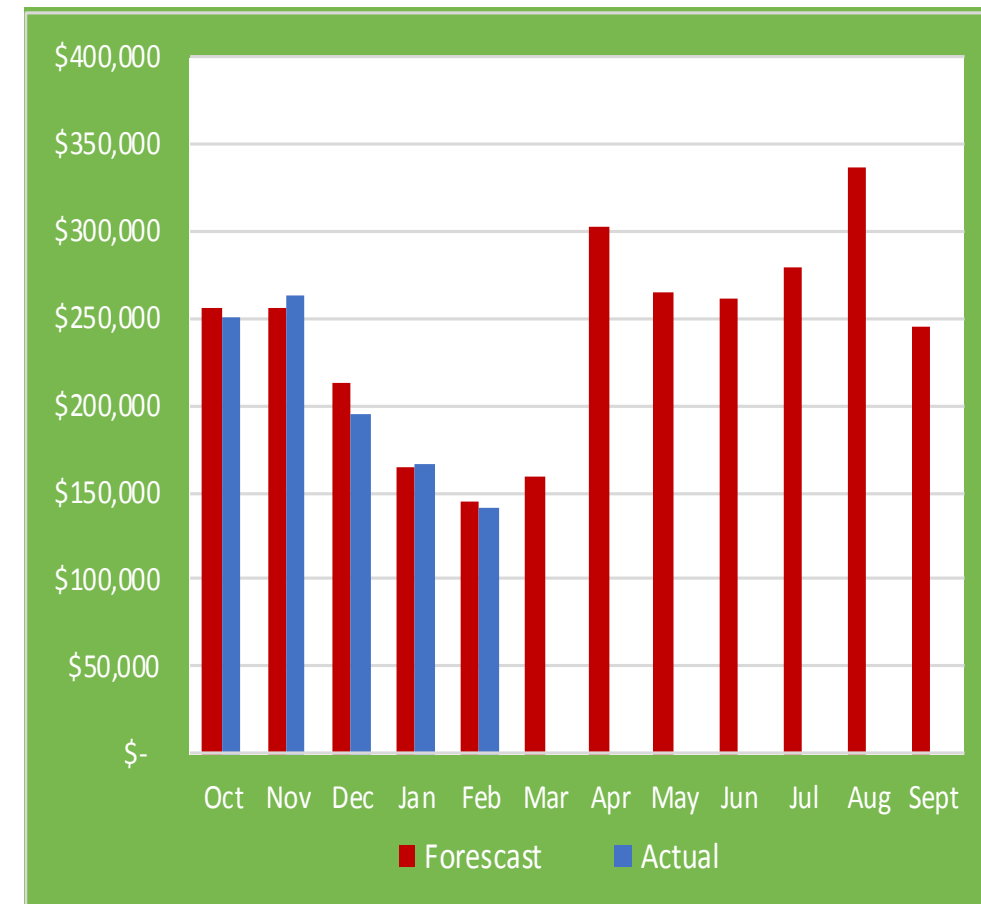
POSITIVE

The Hotel Occupancy Tax fund is overall in a positive position at a 19% net positive. The revenue is 2% lower than forecasted but the expenses are 21% lower than forecasted as well. Visit Bastrop is paid on a quarterly basis.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 255,390	\$ 250,340	\$ (5,050)
Nov	255,196	263,130	\$ 7,934
Dec	213,377	195,275	\$ (18,102)
Jan	164,985	165,444	\$ 459
Feb	145,030	140,248	\$ (4,782)
Mar	158,970		\$ -
Apr	301,938		\$ -
May	265,141		\$ -
Jun	261,039		\$ -
Jul	279,344		\$ -
Aug	336,103		\$ -
Sept	245,488		\$ -
Total	\$ 2,882,001	\$ 1,014,437	\$ (19,541)
Cumulative Forecast	\$ 1,033,978		
Actual to Forecast %	\$ (19,541)	-1.9%	



WARNING

The Hotel Occupancy Tax revenue is 2% lower than forecasted. We budgeted revenue flat from FY17 to FY18 and in FY17 we were short reaching our budget. We were hopeful that we would be able to meet this budget amount in FY18 with increased tourism promotion.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – Feb. 2018

FIRM	CASE	FY15-16	FY16-17	FY17-18
BUNDREN				
	Pine Forest Interlocal	\$ 700,800	\$ 83,620	\$ 649
	Vandiver	\$ 79,951	\$ 2,343	\$ -
	Aqua CCN	\$ 21,735	\$ 12,898	\$ -
	Red Light Camera Suit	\$ 60,279	\$ -	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 482,815	\$ 37,630	\$ 135
DAVID BRAGG, P.C.				
	General legal	\$ 8,603	\$ 48,215	\$ -
	Vandiver	\$ -	\$ 9,640	\$ -
	Water Permit	\$ -	\$ 3,120	\$ -
	Pine Forest Interlocal		\$ 3,560	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ -	\$ 3,299	\$ 60,392
	Vandiver	\$ -	\$ 4,546	\$ 2,626
	Pine Forest Interlocal	\$ -	\$ -	\$ 4,816
	Prosecutor	\$ -	\$ -	\$ 9,699
	Water/Wastewater	\$ -	\$ -	\$ 5,550
MULTIPLE FIRMS				
	XS Ranch Bankruptcy		\$ 7,415	\$ 5,620
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Bankruptcy		\$ 7,607	\$ 9,053
	Hunters Crossing PID		\$ 17,927	\$ 15,085
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 1,246	\$ 443	\$ 256
Total Legal		\$ 1,355,428	\$ 242,263	\$ 113,881

Summary by Case/Type

Row Labels	SUM FY15-16	SUM FY16-17	SUM FY17-18
Aqua CCN	\$ 21,735	\$ 12,898	\$ -
General legal	\$ 8,603	\$ 51,514	\$ 60,392
Hunters Crossing PID		\$ 17,927	\$ 15,085
Pine Forest Interlocal	\$ 700,800	\$ 87,180	\$ 5,465
Prosecutor	\$ -	\$ -	\$ 9,699
Red Light Camera Suit	\$ 61,525	\$ 443	\$ 256
Vandiver	\$ 79,951	\$ 16,529	\$ 2,626
Water permit	\$ 482,815	\$ 40,750	\$ 135
Water/Wastewater	\$ -	\$ -	\$ 5,550
XS Ranch Bankruptcy		\$ 15,022	\$ 14,673
Grand Total	\$ 1,355,428	\$ 242,263	\$ 113,881



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the consideration of that item.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the February 20, 2018 workshop and March 13, 2018 regular meeting..

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 1. State the subject of each deliberation; and
 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the February 20, 2018 workshop and March 13, 2018 regular meeting.

ATTACHMENTS:

- February 20, 2018, DRAFT Workshop Minutes.
- March 13, 2018, DRAFT Regular Meeting Minutes.

**MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP
FEBRUARY 20, 2018**

The Bastrop City Council met on Tuesday, February 20, 2018, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Schiff, and Council Members Ennis, Nelson and Peterson. Officers present were: City Manager Lynda Humble and City Secretary Ann Franklin.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:00 p.m.

Council Member Jones arrived to the meeting at 6:20 p.m.

WORK SESSION

- 2A. Receive presentation and have discussion on the Gills Branch & Piney Creek Flood Protection Planning Study by Halff Associates.
Presentation was made by Dan Yates, Civil Consultant and Paul Morales, Project Manager, Halff Associates.

- 2C. Discuss next steps regarding developing an implementation plan for the Gills Branch & Piney Creek Flood Protection Planning Study.
Presentation on “Where Do We Go From Here” was made by City Engineer, Wesley Brandon.

- 2B. Receive presentation and have discussion on the study’s impact on future FEMA floodplain maps with a Texas Water Development Board Representative.
Presentation was made by Kathy Hopkins, Texas Water Development Board.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 8:19 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
March 13, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, February 27, 2018, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Council Members Jones and Ennis. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Erin Higginbotham.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present. Mayor Pro Tem Schiff was absent.

PLEDGE OF ALLEGIANCE

Kara Linn and Patricia Solorio, Girl Scouts, led the Pledge of Allegiance.

INVOCATION

Pastor Dale Burke, Bastrop Christian Outreach Center, gave the invocation.

PRESENTATIONS

4A. Mayor's Report

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:

- February 28th through March 5th
 - 4H Auction
 - Mayor's Prayer Breakfast
 - Moonshine & Music
 - Amplify Bastrop
 - Community Garden Open House
- March 7
 - Monthly Chamber Luncheon
 - Hosted TML Region X Quarterly Meeting at Lost Pines Art Guild
- March 8-10
 - Attended TML Election Officials Conference, San Antonio
- March 9
 - BEDC Coffee Chat
- March 12
 - Rev Phil Woods; Texas Housing Foundation Board appointment

IT'S TIME TEXAS – BASTROP STATISTICS

- 449,200 Points
- 289 Users
- 139 Pounds Lost

UPCOMING EVENTS

- March 14
 - Quarterly Community Support Meeting
- March 15
 - RC's Playhouse Ribbon Cutting
- March 17
 - St Patrick's Day Pub Crawl
- March 19
 - BEDC Monthly meeting
- March 20
 - BEDC Launch
- March 21
 - TTIA Unity Dinner
- March 22
 - Joint City Council and BEDC Board Meeting
- March 23
 - BEST Breakfast Meeting
- March 23rd and 24th
 - Library - Book and Plant Fundraiser
- March 24
 - Water & Wastewater Special Workshop
 - Bastrop Youth Performing Arts Academy Fund Raiser
- March 27
 - City Council Meeting

4B. Councilmembers' Report
Council Member Nelson

- **Council Liaison to Parks Board – Attended meeting on March 1st, received report from Parks and Recreation Department, Bastrop State Park and Youth Park Activity Committee. Presentation made by Barnett and Associates relative to preparing for the public input portion of the initiative to have the wheeled sports complex at Fisherman's Park.**

Council Member Ennis

- **Council Liaison to Main Street Design Committee – Attended meeting on March 12th, committee is at work on way finding signs for parking downtown and approving the design and placements.**

4C. City Manager's Report

March 7TH - City of Bastrop hosted the Region X meeting at the Lost Pines Art Center. The City Manager gave thanks to the City Secretary, Ann Franklin for ensuring that the Region X meeting was a great event. The guests were impressed with the Art Center. The City Attorney, Alan Bojorquez was the guest speaker, he gave a dynamic presentation on Transparency from Ethics to Social media.

5. **WORK SESSION/BRIEFINGS - NONE**

6. STAFF AND BOARD REPORTS

- 6A. Presentation and update from the Bastrop Economic Development Corporation: 921 Main Street Project; 2018 Debt Issuance; 2018 Launch Small Business Workshop; EDC's Education & Workforce Development Program (Youth Career Day); Entertainment Experience Evolution Conference; MDM/Plastec West Conference; and SXSW Interactive Tradeshow (B.E.S.T. Economic Development Group).
Presentation was made by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.

CITIZEN COMMENTS

Debbie Moore – The Canada Dry Commercial team made a \$500 donation to the food pantry. The AARP Organization shot a commercial at the Boy Scouts camp and at the Fire Department. The Fire Department and the two firefighters who participated in the commercial will receive a donation from the shooting of the commercial. H.E.B. returned to Bastrop for a commercial shoot. The message of Bastrop being “film friendly” is being spread wider.

CONSENT AGENDA

A motion was made by Council Member Nelson to approve Item 8A listed on the Consent Agenda after being read into the record by Mayor Schroeder. Seconded by Council Member Peterson, motion was approved on a 4-0 vote. Mayor Pro Tem Schiff was absent.

- 8A. Consider action to approve City Council minutes from the February 27, 2018 meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2018-15 of the City Council of the City of Bastrop, Texas awarding a contract to MWM DesignGroup for design, bidding, and construction phase services for the State Park Trail Project, in an amount not exceed \$172,905.75 (one hundred seventy-two thousand, nine hundred five dollars and seventy-five cents) without prior written approval from the City; as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by City Engineer, Wesley Brandon.

A motion was made by Council Member Jones to approve Resolution No. R-2018-15, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Mayor Pro Tem Schiff was absent.

- 9B. Consider action to approve Resolution No. R-2018-16 of the City Council of the City of Bastrop, Texas appointing the City Manager as the Chief Executive Officer and Authorized Representative to act in all matters in connection with the FEMA Hazard Mitigation Grant Program and committing the City to provide matching funds to secure and complete the FEMA mitigation grant; and establishing an effective date.
Presentation was made by City Engineer, Wesley Brandon.

A motion was made by Council Member Jones to approve Resolution No. R-2018-16, seconded by Council Member Peterson, motion was approved on a 4-0 vote. Mayor Pro Tem Schiff was absent.

- 9C. Consider action to approve a Resolution of the City Council of the City of Bastrop, Texas authorizing a contract between the City of Bastrop and Go Collaborative for the development of a Cultural Arts Master Plan in an amount not to exceed Eighty-Thousand and 00/100 Dollars (\$80,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Hospitality & Downtown Department and Main Street Program Director, Sarah O'Brien.

A motion was made by Council Member Ennis to approve Resolution No. R-2018-17, seconded by Council Member Peterson, motion was approved on a 4-0 vote. Mayor Pro Tem Schiff was absent.

EXECUTIVE SESSION

The City Council met at 7:39 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate about economic development project known as Project Revolution by the Bastrop Economic Development Corporation.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.

The Bastrop City Council reconvened at 9:02 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action was taken.

ADJOURNMENT

Adjourned at 9:03 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution R-2018-19 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Bastrop Grove, Section 1, being 30.970 acres out of the Nancy Blakey Survey, Abstract 98, located south of the State Highway 71 and north of the extension of Agnes Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

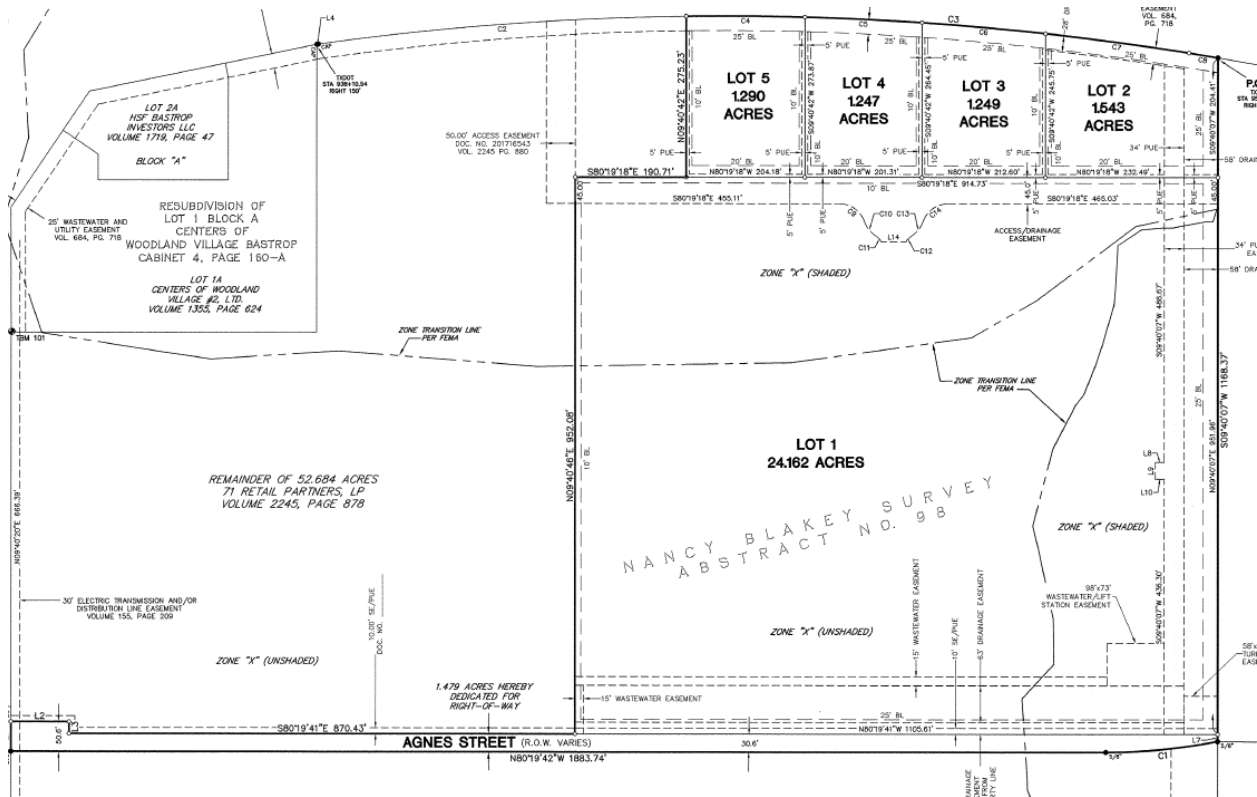
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: South of the State Highway 71 and north of the extension of Agnes Street (Attachment 2)
Total Acreage: 30.970 acres
Legal Description: 30.970 acres out of the Nancy Blakey Survey, Abstract 98
Property Owner: Seton Family of Hospitals - Ascension Texas/Scott Fuller
Agent Contact: Ryan Taylor/Stantec Consulting Services, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: Commercial 1 (C-1)
Future Land Use: General Commercial
Preliminary Plat Approval Date: August 8, 2017

BACKGROUND/HISTORY:

The applicant has request a final plat for 30.970 acres to be Bastrop Grove, Section 1, which will consist of four commercial lots along SH 71 and one larger lot, south of the four lots, north of the future extension of Agnes Street, which will be built in conjunction with this development. A portion of Agnes Street (1.479 acres) will be dedicated with the plat, and there are no internal streets within the subdivision. There will be one driveway onto SH 71 for the five lots and access easements through the subdivision will provide connectivity.



The Preliminary Plat for the entire Bastrop Grove covers 52.684 acres with two large lots and seven smaller commercial lots.

Traffic Impact Analysis

The applicant has provided a traffic impact analysis (TIA) that describes the impacts of the overall 52-acre Bastrop Grove development, which is greater than the area currently under consideration. The analysis estimates the impacts according to an assumed build-out schedule provided by the adjacent landowner. The TIA is also under review by TxDOT, which may require revisions to the analysis. Once these revisions are made, the TIA could then be formally approved and incorporated into the overall development plan.

In order to more accurately assess the impacts of developments as they occur, staff has received a supplemental analysis that focuses on the 40,000 square-foot hospital development currently proposed by the developer. It describes the improvements needed to accommodate the impacts of this initial development phase, which are significantly less than the assumed full build-out conditions. These improvements include a new roadway connection (Agnes Street) and traffic signal at the intersection of Home Depot Way and SH 304.

The supplemental analysis also quantifies the proportional share and costs of mitigating the impacts caused by this initial phase. Subsequent developments will be required to provide similar analyses to determine their impact and associated mitigation costs. Proposed future improvements also include the installation of a right-turn lane from the SH 71 frontage at the northern entrance of the property, as well as potential improvements near the intersection of SH 71 and Hasler Blvd.

Roadway Improvements

This project includes the extension of Agnes Street that will begin at the intersection of Home Depot Way and SH 304 and extend to the eastern boundary of the development. The City of Bastrop Economic Development Corporation is responsible for the design and construction of Agnes Street, through a performance agreement with the developer. Agnes Street is classified as a collector street on the City's Master Transportation Plan. Future plans call for extending the roadway east in order to connect to the existing end of Agnes Street, located just west of Hasler Boulevard.

Utility Plans

The development plans propose to install water and wastewater improvements necessary to provide adequate utility services to the property. Fire and domestic water services will be provided by a proposed 12-inch and 8-inch looped system, with fire hydrants placed in accordance with the City's construction standards. Wastewater lines will be installed and connected to a proposed lift station that will pump wastewater discharges to the existing lines located along SH 71.

Drainage Plan

The proposed development is required to construct improvements necessary to mitigate the impact to the downstream drainage system. In accordance with an agreement between the developer, Bastrop Economic Development Corporation, and the adjacent landowner, a drainage channel built to accommodate the flows from the property under consideration, as well as the overall Bastrop Grove subdivision, is proposed. According to the agreement, the adjacent landowner is responsible for designing and constructing the channel. The agreement includes protections for the City and the developer to ensure the channel is built in a timely manner and in conjunction with the proposed development.

PUBLIC COMMENTS:

Notifications were sent to seven adjacent property owners on March 13, 2018. No responses were received (Attachment 1).

POLICY EXPLANATION:

Per the Bastrop Subdivision Ordinance and the Texas Local Government Code, all Final Plats must be reviewed and approved by the City Council for approval. Additionally, they must be compliant with the Future Land Use Plan and Zoning District.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan – General Commercial: The General Commercial character area supports local and regional business that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways.

This subdivision complies with the Future Land Use Plan. The four pad sites meet the size requirements to support retail sales and service commercial uses. The larger site will serve a larger, regional commercial use and is presently intended for a micro-hospital use.

- Objective 2.4.1: Invest in waste water system expansion in areas that promote infill and contiguous development.

Wastewater lines will be installed and connected to a proposed lift station that will pump wastewater discharges to the existing lines located along SH 71.

- Objective 6.2.2: Identify gaps in the road network and prioritize funding for capital project that connect those gaps.

With the private developer, and the BEDC, this project helps the city leverage a private-public partnership to further the connection of Agnes Street between SH 304 and Hasler Boulevard.

Local Government Code

- Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

- (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing an undeveloped 30.970 acre tract into one large 24.162 acre lot and four smaller (1.29 to 1.543 acres) commercial lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the City upon completion.

- Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:
 - (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated General Commercial for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. A portion of the extension of Agnes Street will be dedicated with this plat. The remaining southern portion will be dedicated by the adjacent owner. The Bastrop Economic Development Corporation has executed an agreement for the dedication and construction of the southern portion of Agnes Street in conjunction with this development. The plat also conforms to the Capital Improvement Plan and will install public extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished to the city before the recordation of the Final Plat at the Bastrop County Clerk's office.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance.

Code of Ordinances Chapter 10 – Subdivisions

- Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Bastrop Grove, Section 1 Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision consideration.

A mailed notice was sent to all property owners within 200 feet on March 13, 2018.

RECOMMENDATION:

Consider action to approve Resolution R-2018-19 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Bastrop Grove, Section 1, being 30.970 acres out of the Nancy Blakey Survey, Abstract 98, located south of the State Highway 71 and north of the extension of Agnes Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A: Final Plat
- Attachment 1: Location Map
- Attachment 2: Property Owner Notification
- PowerPoint Presentation



RESOLUTION NO. R-2018-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINAL PLAT KNOWN AS BASTROP GROVE, SECTION 1, BEING 30.970 ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, LOCATED SOUTH OF THE STATE HIGHWAY 71 AND NORTH OF THE EXTENSION OF AGNES STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Seton Family of Hospitals - Ascension Texas. ("The Applicant") has submitted a Final Plat for Bastrop Grove, Section 1, a commercial subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of General Commercial; and

WHEREAS, the Preliminary Plat for Bastrop Grove was approved by the City Council August 8, 2017; and

WHEREAS, the Bastrop Planning and Engineering Departments have reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the requirements of the Commercial 2 zoning district; and

WHEREAS, public notice of the subdivision Final Plat was sent in accordance with the Subdivision Ordinance.

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

Section 1. The Final Plat known as Bastrop Grove, Section 1, being 30.970 acres of the Nancy Blakey Survey, Abstract 98, located south of State Highway 71 and north of the extension of Agnes Street, within the city limits of Bastrop, Texas, is hereby approved, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 2: All orders, ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of March, 2018.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

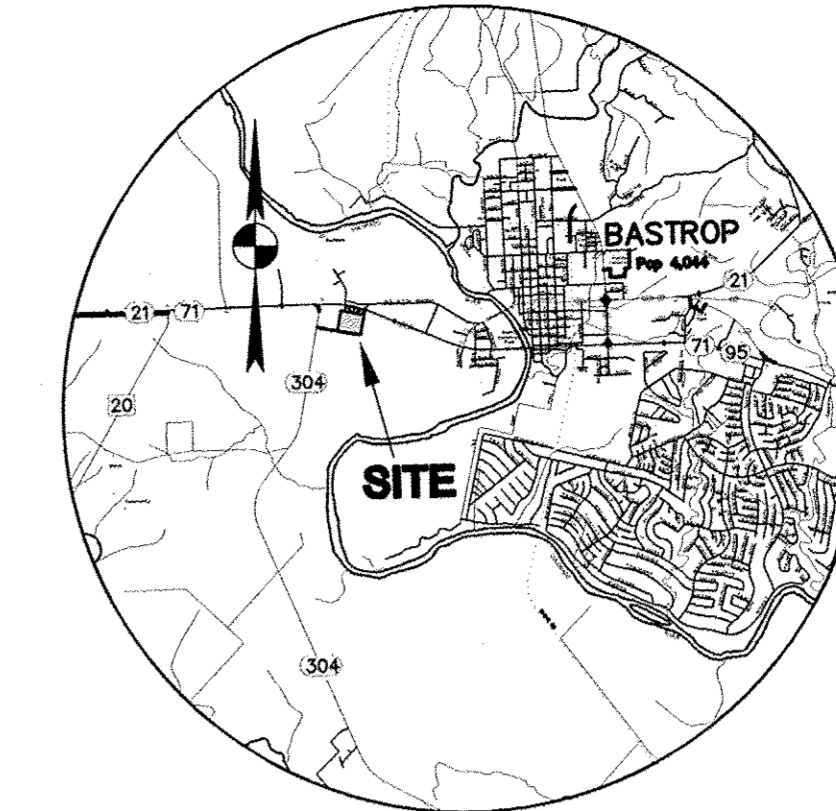
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP GROVE SECTION 1 - FINAL PLAT

CITY OF BASTROP, BASTROP COUNTY, TEXAS

JUNE 2017



VICINITY MAP
NOT TO SCALE

0 50 100 150 200
1"=100'

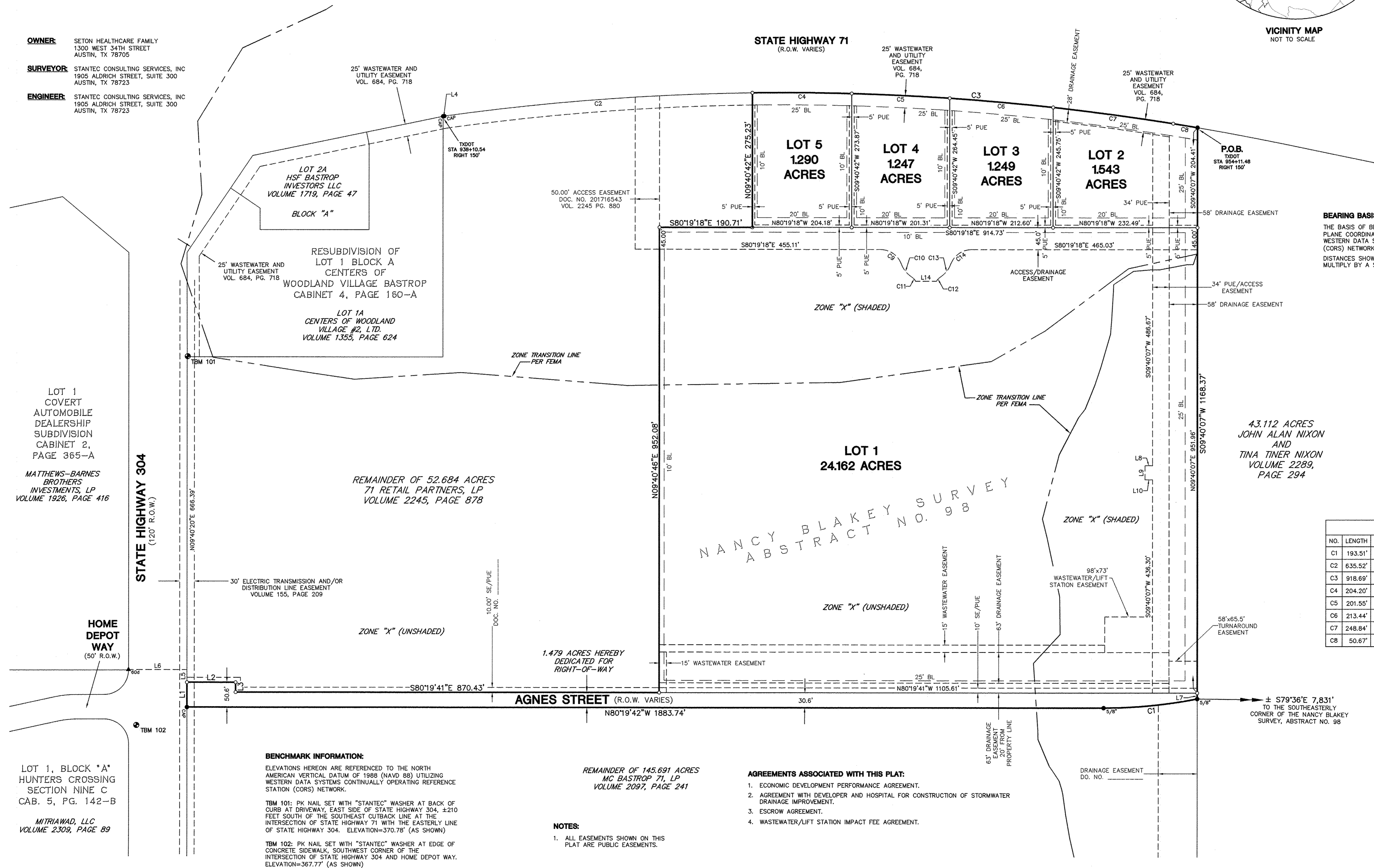
LEGEND

- 1/2" IRON ROD WITH "STANTEC" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- CAP 1/2" IRON ROD WITH "STAUDT" CAP FOUND
- ▲ 60d NAIL FOUND
- TxDOT CONCRETE MONUMENT FOUND
- ⊙ BENCHMARK
- BL BUILDING LINE
- SE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING

OWNER: SETON HEALTHCARE FAMILY
1300 WEST 34TH STREET
AUSTIN, TX 78705

SURVEYOR: STANTEC CONSULTING SERVICES, INC
1905 ALDRICH STREET, SUITE 300
AUSTIN, TX 78723

ENGINEER: STANTEC CONSULTING SERVICES, INC
1905 ALDRICH STREET, SUITE 300
AUSTIN, TX 78723



BEARING BASIS NOTE

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK. DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO CONVERT TO GROUND, MULTIPLY BY A SCALE FACTOR OF 1.000014.

LINE TABLE

NO.	BEARING	DISTANCE
L1	N9°40'20"E	50.65'
L2	S80°19'41"E	100.00'
L3	S9°40'19"W	20.00'
L4	N87°43'09"E	2.31'
L5	N9°40'20"E	25.69'
L6	S80°19'40"E	120.01'
L7	S9°40'07"W	12.00'
L8	N80°19'22"W	15.55'
L9	S9°40'46"W	29.00'
L10	S80°19'14"E	15.56'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	193.51'	1000.00'	11°05'14"	N85°51'55"W	193.21'
C2	635.52'	5058.31'	7°11'55"	S84°41'48"E	635.10'
C3	918.69'	5058.31'	10°24'22"	S75°53'40"E	917.43'
C4	204.20'	5058.31'	2°18'47"	N79°56'27"W	204.19'
C5	201.55'	5058.31'	2°16'59"	N77°38'35"W	201.53'
C6	213.44'	5058.31'	2°25'03"	N75°17'34"W	213.42'
C7	248.84'	5058.31'	2°49'07"	N72°40'28"W	248.81'
C8	50.67'	5058.31'	0°34'26"	N70°58'42"W	50.67'

AREA SUMMARY

LOT #	AREA (ACRES)
1	24.162
2	1.543
3	1.249
4	1.247
5	1.290
R.O.W.	1.479
TOTAL	30.970

BENCHMARK INFORMATION:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

TBM 101: PK NAIL SET WITH "STANTEC" WASHER AT BACK OF CURB AT DRIVEWAY, EAST SIDE OF STATE HIGHWAY 304, ±210 FEET SOUTH OF THE SOUTHEAST OUTBACK LINE AT THE INTERSECTION OF STATE HIGHWAY 71 WITH THE EASTERLY LINE OF STATE HIGHWAY 304. ELEVATION=370.78' (AS SHOWN)

TBM 102: PK NAIL SET WITH "STANTEC" WASHER AT EDGE OF CONCRETE SIDEWALK, SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 304 AND HOME DEPOT WAY. ELEVATION=367.77' (AS SHOWN)

REMAINDER OF 145.691 ACRES
MC BASTROP 71, LP
VOLUME 2097, PAGE 241

AGREEMENTS ASSOCIATED WITH THIS PLAT:

- ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT.
- AGREEMENT WITH DEVELOPER AND HOSPITAL FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENT.
- ESCROW AGREEMENT.
- WASTEWATER/LIFT STATION IMPACT FEE AGREEMENT.

NOTES:

- ALL EASEMENTS SHOWN ON THIS PLAT ARE PUBLIC EASEMENTS.

SHEET
1
OF 2



1905 Aldrich Street, Suite 300
Austin, TX 78723
TBPE # F-6324 TBPIS # 10194230
www.stantec.com

BASTROP GROVE SECTION 1 - FINAL PLAT

CITY OF BASTROP, BASTROP COUNTY, TEXAS

JUNE 2017

STATE OF TEXAS §
COUNTY OF BASTROP §

THAT SETON FAMILY OF HOSPITALS, A TEXAS NONPROFIT CORPORATION, ACTING BY AND THROUGH SCOTT L. FULLER, ITS SENIOR VICE PRESIDENT, BEING THE OWNER OF THAT CERTAIN 30.970 ACRE TRACT OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2017016541 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 30.970 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS "BASTROP GROVE SECTION 1 - FINAL PLAT", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF EASEMENTS AND STREETS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____, A.D.

BY: _____ DATE _____
SCOTT L. FULLER, SENIOR VICE PRESIDENT
SETON FAMILY OF HOSPITALS,
A TEXAS NONPROFIT CORPORATION
1345 PHILOMENA, SUITE 402
AUSTIN, TEXAS 78723

STATE OF TEXAS §
COUNTY OF _____ §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT L. FULLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.


GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

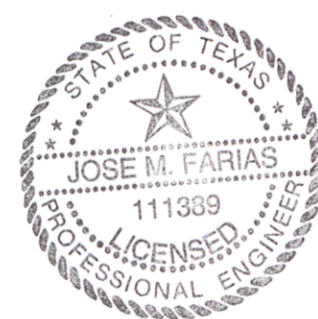
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS §
COUNTY OF TRAVIS §


I, JOSE M. FARIAS, P.E., DO HEREBY CERTIFY THAT THE STREET AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLIES WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BASTROP, AND THAT A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 480210035E, DATED JANUARY 19, 2006, FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS.

 2-8-18
DATE
JOSE M. FARIAS, P.E.
PROFESSIONAL ENGINEER NO. 111389
STANTEC CONSULTING SERVICES, INC.,
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723



STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, MATTHEW J. RAABE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BASTROP COUNTY, TEXAS.

 2-8-18
DATE
MATTHEW J. RAABE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6402
STANTEC CONSULTING SERVICES, INC.,
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723



GENERAL NOTES:

- THE BENCHMARKS USED ARE: PK NAILS WITH "STANTEC" WASHERS SET AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.
- ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN (DATED: DECEMBER 8, 2016, CONDUCTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY) FOR THIS PROPERTY ARE SHOWN ON THIS PLAT.
- THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE CITY COUNCIL ON AUGUST 8, 2017.
- ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF BASTROP.
- SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY MULTI-FAMILY OR NON-RESIDENTIAL CONSTRUCTION. (CITY LIMITS ONLY)
- FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO PLAT APPROVAL BY THE CITY.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
- WASTEWATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
- ELECTRIC SERVICE IS PROVIDED BY BLUEBONNET ELECTRIC.
- ALL UTILITIES WILL BE UNDERGROUND.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION UTILITIES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY).
- APPROVED UNDER ORDINANCE 2017-13 REGARDING IMPACT FEE ASSESSMENT TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE.
- DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
- A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 0355E FOR BASTROP COUNTY, TEXAS, EFFECTIVE JANUARY 19, 2006, COMMUNITY # 480022 AND IS ON ZONE "X" (SHADED).
- OFF-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 5, 10, 25, 50 AND 100-YEAR STORM EVENTS.
- TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED, AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
- AS SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ADJACENT TO STREET ROW ON ALL LOTS. A FIVE (5) FOOT WIDE P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY VEGETATION AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF BASTROP ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
- BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF BASTROP ZONING ORDINANCE. (CITY LIMITS ONLY)
- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP.
- EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.

30. ALL SIGNS SHALL COMPLY WITH THE BASTROP SIGN ORDINANCE.

31. NO LOT OR STRUCTURE SHALL BE OCCUPIED PRIOR TO THE APPLICANT SUBMITTING TO THE CITY OF BASTROP DOCUMENTATION OF SUBDIVISION/SITE REGISTRATION WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR) AND PROVIDE DOCUMENTATION OF REVIEW AND COMPLIANCE OF THE SUBDIVISION CONSTRUCTION PLANS WITH TEXAS ARCHITECTURAL BARRIERS ACT (TABA).

32. BY APPROVING THIS PLAT, THE CITY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.

33. UPON COMPLETION OF CONSTRUCTION AND INSTALLATION OF THE ELECTRIC FACILITIES ON THE PROPERTY THE DEVELOPER/OWNER SHALL HAVE THE PERMANENT UTILITY EASEMENT AREA (20 FOOT EASEMENT, TO INCLUDE A 10 FOOT BUFFER AROUND ALL NON OPENING SIDES AND A 20 FOOT BUFFER AROUND OPENING SIDES OF EQUIPMENT) SURVEYED BY METES AND BOUNDS, AT ITS SOLE COST AND EXPENSE, AND A COPY OF THAT PERMANENT EASEMENT SURVEY PROVIDED TO BP&L FOR THE GRANTING AND RECORDING OF A PERMANENT PUBLIC UTILITY EASEMENT. THE BLANKET TEMPORARY ACCESS AND CONSTRUCTION EASEMENT SHALL BE VACATED AT SUCH TIME AS BP&L ACCEPTS AND RECORDS THE PERMANENT PUBLIC UTILITY EASEMENT.

34. IT IS THE RESPONSIBILITY OF EACH BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE STRUCTURE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.

35. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN AND/OR DESCRIBED HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WAYS, INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL GAS LINES.

36. ACCESS EASEMENTS SHOWN HEREON ARE INTENDED TO INDICATE AN EASEMENT ALLOWING UNRESTRICTED ACCESS TO THE TRAVELLING PUBLIC.

37. NO DIRECT VEHICULAR ACCESS TO STATE HIGHWAY 71 FROM LOTS 2, 3, 4, AND 5 SHALL BE PERMITTED.

APPROVED ON THE _____ DAY OF _____, 2018, A.D., BY THE CITY COUNCIL OF THE CITY OF BASTROP.

APPROVED:

CONNIE B. SCHROEDER, MAYOR OF THE CITY OF BASTROP, TEXAS

ATTEST:

CITY SECRETARY, CITY OF BASTROP, TEXAS

STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M., PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET _____ PAGE _____.

FILED FOR RECORD ON THE _____ DAY OF _____, 20____, A.D.

ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: _____
DEPUTY

FIELDNOTE DESCRIPTION:

OF 30.970 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 52.684 ACRE TRACT OF LAND CONVEYED TO 71 RETAIL PARTNERS, LP BY DEED OF RECORD IN VOLUME 2245, PAGE 878 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS; SAID 30.970 ACRE CONVEYED TO SETON FAMILY OF HOSPITALS, A TEXAS NONPROFIT CORPORATION BY DEED OF RECORD IN DOCUMENT NO. 2017016541 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 30.970 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH CAP FOUND IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 (R.O.W. VARIES) (STATE HIGHWAY 71 STA. 954+11.48, 150.00' RIGHT), BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN 43.112 ACRE TRACT OF LAND CONVEYED TO JOHN ALAN NIXON AND TINA TNER NIXON BY DEED OF RECORD IN VOLUME 2289, PAGE 294 OF SAID OFFICIAL RECORDS, BEING THE NORTHEASTERLY CORNER OF SAID 52.684 ACRE TRACT, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S09°40'07"W, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71, ALONG A PORTION OF THE WESTERLY LINE OF SAID 43.112 ACRE TRACT, BEING THE EASTERLY LINE OF SAID 52.684 ACRE TRACT, FOR THE EASTERLY LINE HEREOF, A DISTANCE OF 1168.37 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF THE REMAINING PORTION OF THAT CERTAIN 145.961 ACRE TRACT OF LAND CONVEYED TO MC BASTROP 71, LP BY DEED OF RECORD IN VOLUME 2097, PAGE 241 OF SAID OFFICIAL RECORDS, BEING THE SOUTHEASTERLY CORNER OF SAID 52.684 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE WESTERLY LINE OF SAID 43.112 ACRE TRACT, ALONG THE SOUTHERLY LINE OF SAID 52.684 ACRE TRACT, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 110°51'4", AN ARC LENGTH OF 193.51 FEET AND A CHORD WHICH BEARS, N85°51'55"W, A DISTANCE OF 193.21 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE END OF SAID CURVE;

2) N80°19'42"W, A DISTANCE OF 1883.74 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 304 (120' R.O.W.), BEING THE NORTHWESTERLY CORNER OF THE REMAINING PORTION OF SAID 145.691 ACRE TRACT, BEING THE SOUTHWESTERLY CORNER OF SAID 52.684 ACRE TRACT, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, N09°40'20"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 304, BEING A PORTION OF THE WESTERLY LINE OF SAID 52.648 ACRE TRACT, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.65 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE MOST WESTERLY NORTHWEST CORNER HEREOF, FROM WHICH THE SOUTHWESTERLY CORNER OF LOT 1A, RESUBDIVISION OF LOT 1, BLOCK A CENTERS OF WOODLAND VILLAGE BASTROP, A SUBDIVISION OF RECORD IN CABINET 4, PAGE 160-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, BEING THE MOST WESTERLY NORTHWEST CORNER OF SAID 52.684 ACRE TRACT BEARS, N09°40'20"E, A DISTANCE OF 666.39 FEET;

THENCE, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 304, OVER AND ACROSS SAID 52.684 ACRE TRACT, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) S80°19'41"E, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

2) S09°40'19"W, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

3) S80°19'41"E, A DISTANCE OF 870.43 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

4) N09°40'46"E, A DISTANCE OF 952.08 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

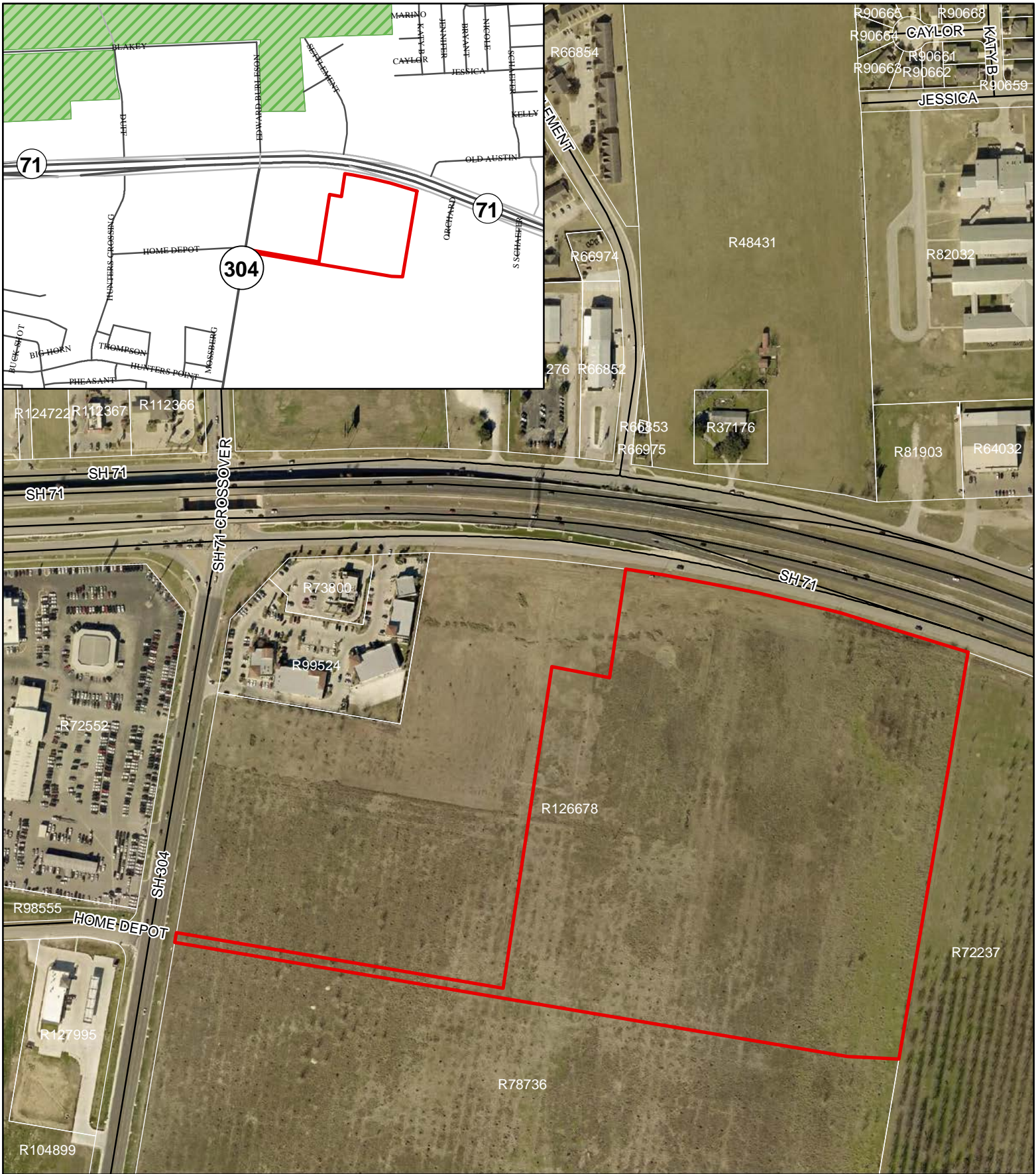
5) S80°19'18"E, A DISTANCE OF 190.71 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

6) N09°40'42"E, A DISTANCE OF 275.23 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE CURVING SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71, BEING THE NORTHERLY LINE OF SAID 52.684 ACRE TRACT, FOR THE MOST NORTHERLY NORTHWEST CORNER HEREOF;

THENCE, ALONG THE CURVING SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71, BEING A PORTION OF THE NORTHERLY LINE OF SAID 52.684 ACRE TRACT, FOR THE NORTHERLY LINE HEREOF, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5058.31 FEET, A CENTRAL ANGLE OF 10°24'22", AN ARC LENGTH OF 918.69 FEET AND A CHORD WHICH BEARS, S75°53'40"E, A DISTANCE OF 917.43 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 30.970 ACRES (1,349,036 SQ. FT.) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.



1905 Aldrich Street, Suite 300
Austin, TX 78723
TBPE # F-6324 TBPLS # 10194230
www.stantec.com



1 inch = 360.35 feet

Location Map Final Plat Bastrop Grove Section 1



The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 3/13/2018

**Notice of Pending Subdivision Approval
City of Bastrop
City Council**



Dear Property Owner:

The **City Council** will conduct a meeting on **March 27, 2018 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for Final Plat for **Bastrop Grove, Section 1**, being 30.970 acres out of the Nancy Blakey Survey, Abstract 98.

Owner/Applicant: Ascension Texas/Scott Fuller

Address: South of the State Highway 71 and north of the extension of Agnes Street, located in the city limit of Bastrop, Texas

Legal Description: 30.970 acres out of the Nancy Blakey Survey, Abstract 98.

The site location map and Final Plat is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Subdivision Regulations.

Property owners wishing to subdivide land must follow the rules within the City Subdivision Regulations, which can be found online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances.

The city must approve plats in accordance with the process outlined in the Texas Local Government Code, Section 212.

For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

Bastrop Grove, Section 1
City Council
March 27, 2018

City of Bastrop Subdivision Development Process

We Are Here



ZONING

- Concept Plan
- Development Standards
- P & Z Recommendation
- City Council Approval
- *TIA Submitted with Zoning Application

PRELIMINARY PLAT

- Traffic Impact Analysis (TIA)
- Preliminary Lot Layout
- Preliminary Infrastructure Design
- Preliminary Drainage, Floodplain Analysis
- P & Z Recommendation
- City Council Approval

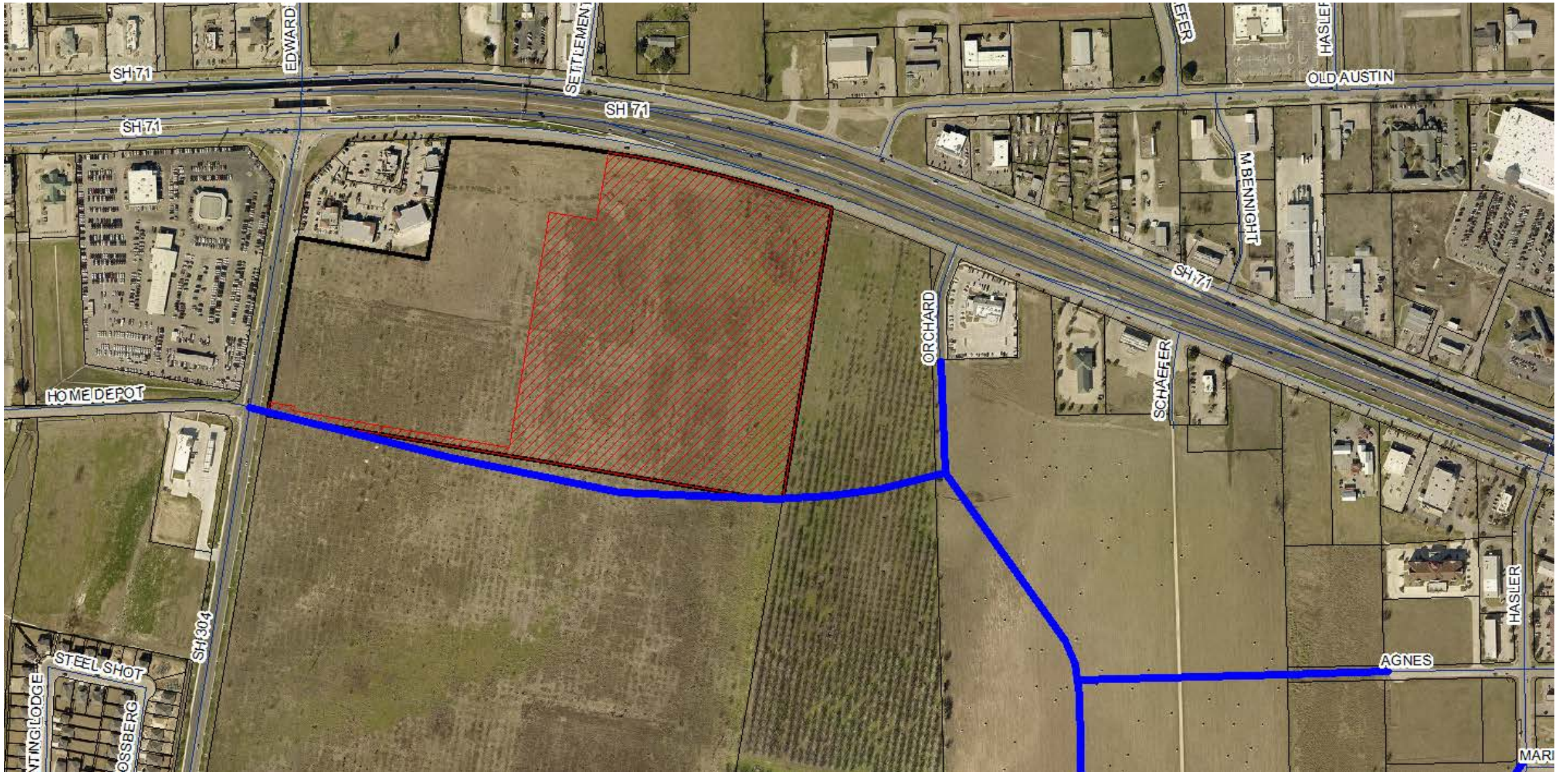
CONSTRUCTION PLANS

- Final Lot Layout
- Detailed Infrastructure Design
- Detailed Drainage Analysis
- Engineer's Cost Estimate
- Escrow/Fiscal Deposit (if req'd)
- Must be accepted prior to Final Plat approval by City Council

FINAL PLAT

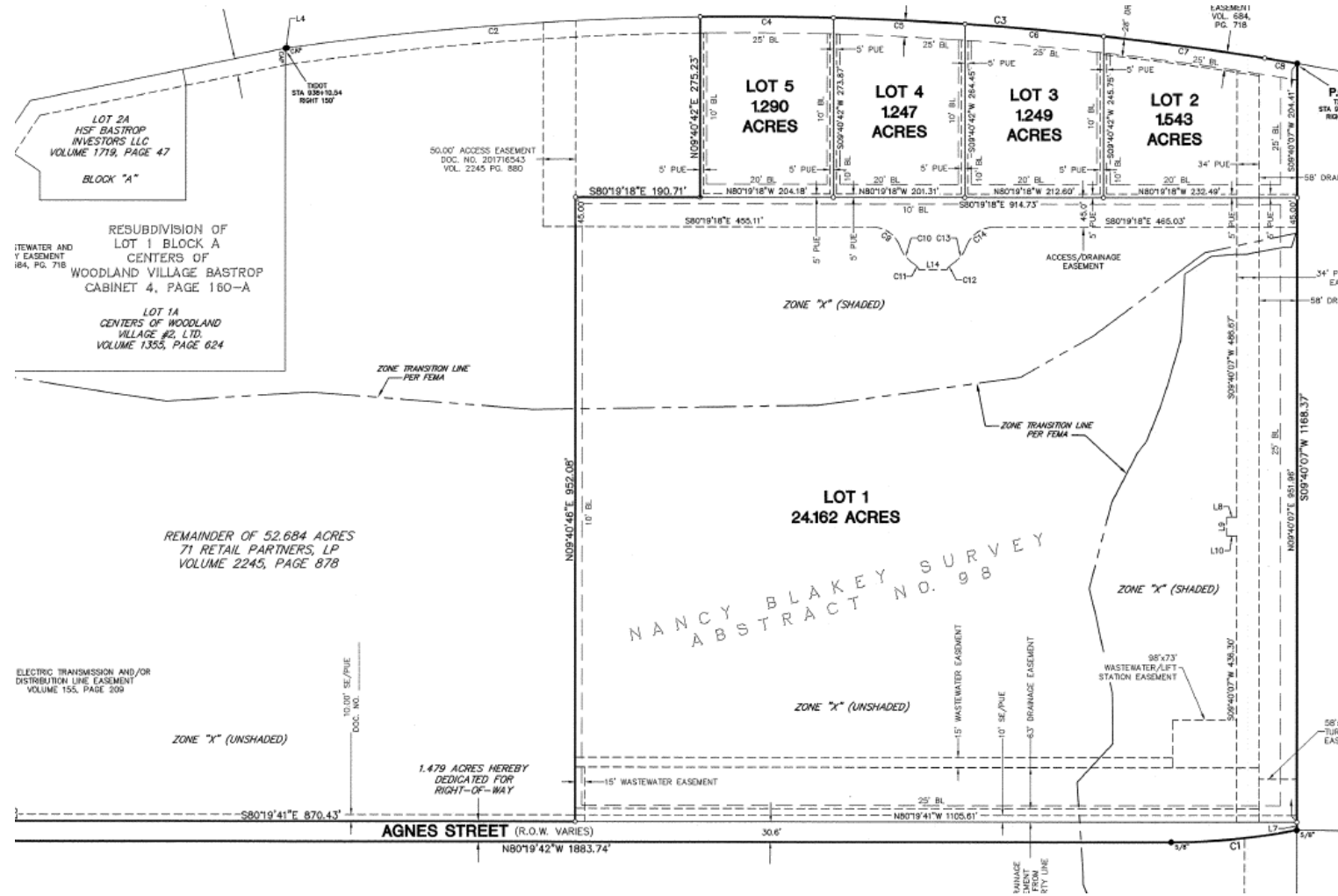
- City Council Approval
- Complete Improvements
- 2-year Maintenance Bond
- City Acceptance of Improvements
- Record Final Plat
- Home Construction Begins

Location



Final Plat

- Required by the Bastrop Subdivision Ordinance and Texas Local Government Code (LGC).
- Plats that meet the ordinance and LGC must be approved.
- Once approved, construction of infrastructure can begin.

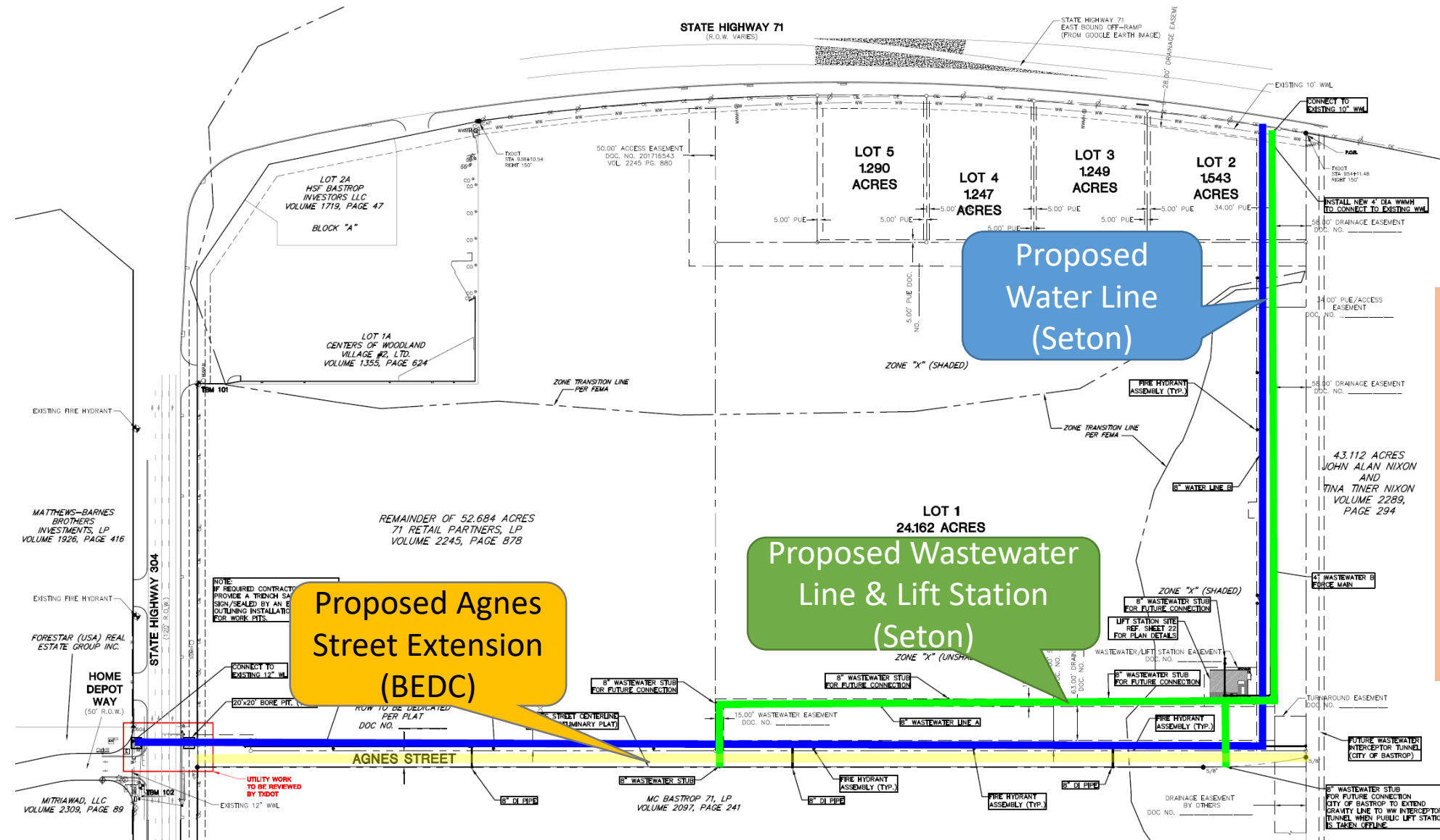


Site Information

- Size 30.970 Acres
- Existing Use: Undeveloped
- Zoning: Commercial 1 (C-1)
- Future Land Use: General Commercial
- Master Transportation Plan: Collector (Agnes Street)



Utilities & Streets Plans

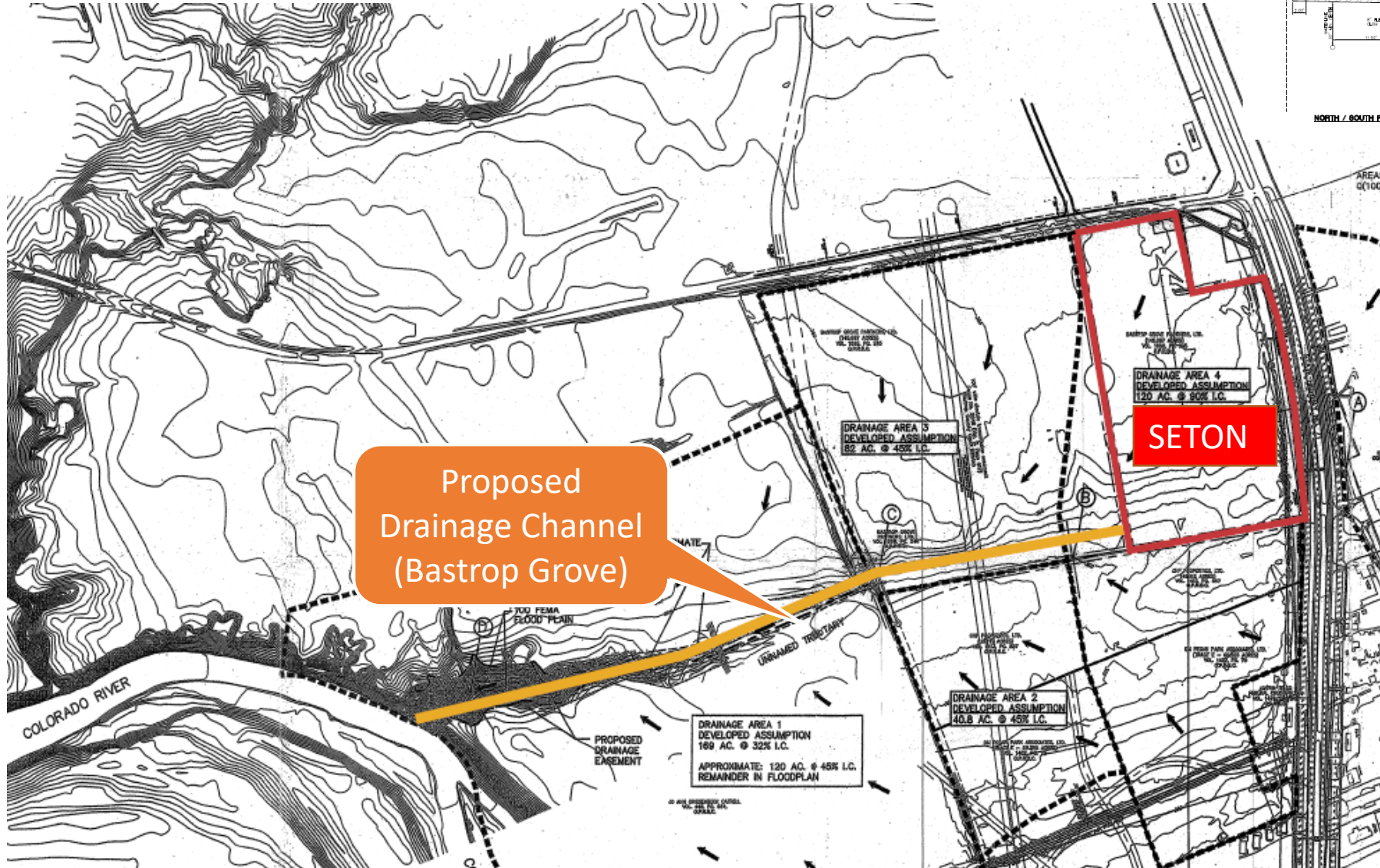


Performance Agreement

- Defines Roles, Responsibilities, and timelines for improvements
- Bastrop Grove (owner)
- Seton (developer)
- Bastrop Economic Development Corp.

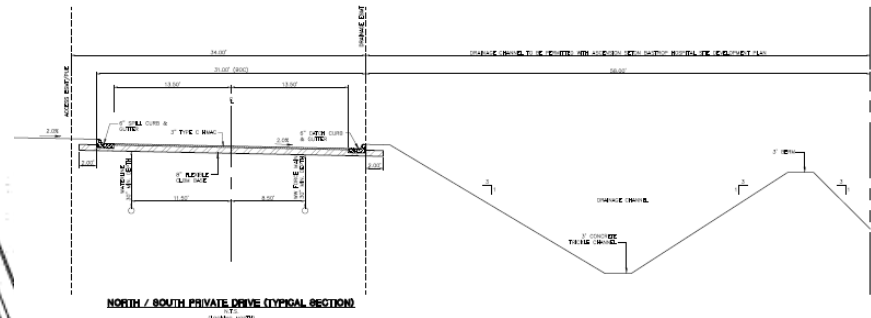


Drainage Plan



Proposed
Drainage Channel
(Bastrop Grove)

SETON



Preliminary Plat Approval

- July 27, 2017: Approved by Planning & Zoning
- August 8, 2017: Approved by City Council

Next Steps

- Bond Public Improvements
- Record Final Plat
- Build Public Infrastructure (streets, utilities, trails/sidewalks, etc.)
- Issue Building Permits

Questions?



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2018-18 of the City Council of the City of Bastrop, Texas, authorizing repealing and replacing polling locations of Resolution No. R-2018-03 ordering the May 5, 2018 General Election to adopt changes to early voting locations and Election Day polling locations; and establishing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Originally, the City of Bastrop and Bastrop Independent School District (BISD) were in a joint agreement to hold their elections. BISD agreed to host the early voting and Election Day voting on their properties. Bastrop Independent School District has cancelled their May 5, 2018, Election, causing the early voting and Election Day voting locations for the City of Bastrop to be moved to the Bastrop County Courthouse. Bastrop County Water Control and Improvement District (WCID) No. 2 is now holding an election on May 5, 2018, which has allowed the City of Bastrop to enter into a joint agreement with WCID No. 2.

The City has five (5) election precincts: Precincts 1001, 1002, 1003, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) Election Day polling place shall be at Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop from 7:00 a.m. to 7:00 p.m..

Early voting will be held at the Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop at the following date and times.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 23 8:00 a.m.- 5:00 p.m.	April 24 8:00 a.m.- 5:00 p.m.	April 25 8:00 a.m.- 5:00 p.m.	April 26 8:00 a.m.- 5:00 p.m.	April 27 7:00 a.m.- 7:00 p.m.
April 30 8:00 a.m. – 5:00 p.m.	May 1 7:00 a.m. – 7:00 p.m.			

POLICY EXPLANATION:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

- (1) the county judge, for the general election for officers of the county government;
- (2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
- (3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with WCID#2 – \$7,779.52
- Without Joint Election – \$12,203.12

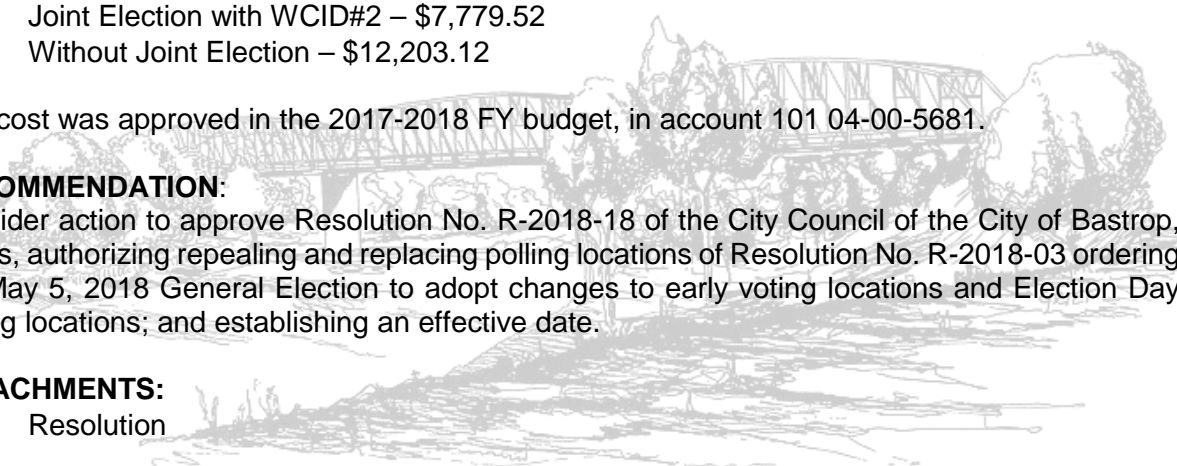
This cost was approved in the 2017-2018 FY budget, in account 101 04-00-5681.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-18 of the City Council of the City of Bastrop, Texas, authorizing repealing and replacing polling locations of Resolution No. R-2018-03 ordering the May 5, 2018 General Election to adopt changes to early voting locations and Election Day polling locations; and establishing an effective date.

ATTACHMENTS:

- Resolution



RESOLUTION NO. R-2018-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING REPEALING AND REPLACING POLLING LOCATIONS OF RESOLUTION NO. R-2018-03 ORDERING THE MAY 5, 2018 GENERAL ELECTION TO ADOPT CHANGES TO EARLY VOTING LOCATIONS AND ELECTION DAY POLLING LOCATIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Resolution No. R-2018-03 establishing the procedures to be followed in the election, and designating the voting places for the May 5, 2018, election was approved by Council on January 23, 2018; and

WHEREAS, the Bastrop Independent School District has cancelled their May 5, 2018, Election causing the early voting and election day locations to be moved to a new location.

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

Section 1: This City has five (5) election precincts and the election shall be held at the following location:

For Election Precincts 1001, 1002, 1003, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) the election polling place shall be at Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop.

Section 2: The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 3: Bridgette Escobedo is hereby appointed Clerk for Early Voting. Early voting begins on April 23, 2018, the twelfth (12th) day before the election and ends on May 1, 2018, the fourth (4th) day preceding the date of the election.

Main Location:

Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 23 8:00 a.m.- 5:00 p.m.	April 24 8:00 a.m.- 5:00 p.m.	April 25 8:00 a.m.- 5:00 p.m.	April 26 8:00 a.m.- 5:00 p.m.	April 27 7:00 a.m.- 7:00 p.m.
April 30 8:00 a.m. – 5:00 p.m.	May 1 7:00 a.m. – 7:00 p.m.			

Section 4: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of March, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2018-20 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop and Bastrop County Water Control and Improvement District No. 2 for the May 5, 2018 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Originally the City of Bastrop and Bastrop Independent School District (BISD) were in a joint agreement to hold their elections, BISD agreed to host the early voting and Election Day voting on their properties. Bastrop Independent School District has cancelled their May 5, 2018, Election, causing the early voting and Election Day voting locations for the City of Bastrop to be moved to the Bastrop County Courthouse. Bastrop County Water Control and Improvement District (WCID) No. 2 is now holding an election on May 5, 2018, which has allowed the City of Bastrop to enter into a joint agreement with WCID No. 2.

The City has five (5) election precincts: Precincts 1001, 1002, 1003, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) Election Day polling place shall be at Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop from 7:00 a.m. to 7:00 p.m..

Early voting will be held at the Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop at the following date and times.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 23 8:00 a.m.- 5:00 p.m.	April 24 8:00 a.m.- 5:00 p.m.	April 25 8:00 a.m.- 5:00 p.m.	April 26 8:00 a.m.- 5:00 p.m.	April 27 7:00 a.m.- 7:00 p.m.
April 30 8:00 a.m. – 5:00 p.m.	May 1 7:00 a.m. – 7:00 p.m.			

POLICY EXPLANATION:

Texas Election Code

Chapter 271. Joint Elections

Sec. 271.002. JOINT ELECTIONS AUTHORIZED.

- (a) If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
- (b) If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same county, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
- (c) If another law requires two or more political subdivisions to hold a joint election, the governing body of any other political subdivision holding an election on the same day in all or part of the same county in which the joint election is to be held may enter into an agreement to participate in the joint election with the governing bodies of the political subdivisions holding the joint election.
- (d) The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.
- (e) The document containing the joint election agreement shall be preserved for the period for preserving the precinct election records.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with WCID – \$7,779.52
- Without Joint Election – \$12,203.12

This cost was approved in the 2017-2018 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-20 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop and Bastrop County Water Control and Improvement District No. 2 for the May 5, 2018 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A

RESOLUTION NO. R-2018-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 FOR THE MAY 5, 2018 GENERAL ELECTION FOR BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a general election for Saturday, May 5, 2018; and

WHEREAS, the Bastrop County Water Control and Improvement District No. 2 (WCID) has also called an election for Saturday, May 5, 2018; and

WHEREAS, the WCID has expressed its desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Bastrop County Elections Administrator will provide all election services for the City and the WCID, as agreed upon by the Bastrop County Elections Administrator and each entity through separate contract; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City and the WCID agree to hold a joint election on May 5, 2018.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 5, 2018 General Election be held jointly with the Bastrop County Water Control and Improvement District No. 2.

Section 2. The Mayor is hereby authorized to execute an agreement with the Bastrop County Water Control and Improvement District No. 2 for a joint election on Saturday, May 5, 2018. The agreement is attached hereto as Exhibit A.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of March, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BASTROP AND
BASTROP COUNTY WCID#2
FOR THE MAY 5, 2018 ELECTION**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Bastrop, a political subdivision of the State of Texas (the “**CITY**”), and Bastrop County Water Control and Improvement District No. 2, a political subdivision of the State of Texas, (the “**WCID**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the WCID each expect to call an election to be held on May 5, 2018; and

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

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

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 5, 2018. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 5, 2018 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and Election Day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III
TERM**

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

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

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

**ARTICLE V
GENERAL PROVISIONS**

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

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

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

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

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

EXHIBIT A

WCID:

Alma Rodriguez
Office Manager
Bastrop County WCID#2
PO Box 708
Bastrop, TX 78602

CITY:

Connie Schroeder
Mayor
City of Bastrop
PO Box 427
Bastrop, TX 78602

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

EXHIBIT A

Executed to be effective the ____ day of _____, 2018.

WCID:

BY: _____

Bastrop County WCID#2

EXHIBIT A

Executed to be effective the ____ day of _____, 2018.

CITY:

BY: _____
Connie Schroeder, Mayor
City of Bastrop



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2018-21 of the City Council of the City of Bastrop, Texas, approving an amended contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 5, 2018, General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Originally the City of Bastrop and Bastrop Independent School District (BISD) were in a joint agreement to hold their elections, BISD agreed to host the early voting and Election Day voting on their properties. Bastrop Independent School District has cancelled their May 5, 2018, Election, causing the early voting and Election Day voting locations for the City of Bastrop to be moved to the Bastrop County Courthouse. Bastrop County Water Control and Improvement District (WCID) No. 2 is now holding an election on May 5, 2018, which has allowed the City of Bastrop to enter into a joint agreement with WCID No. 2.

The City has five (5) election precincts: Precincts 1001, 1002, 1003, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) Election Day polling place shall be at Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop from 7:00 a.m. to 7:00 p.m..

Early voting will be held at the Bastrop Courthouse Annex Bldg., Lower Level, 804 Pecan St., Bastrop at the following date and times.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 23 8:00 a.m.- 5:00 p.m.	April 24 8:00 a.m.- 5:00 p.m.	April 25 8:00 a.m.- 5:00 p.m.	April 26 8:00 a.m.- 5:00 p.m.	April 27 7:00 a.m.- 7:00 p.m.
April 30 8:00 a.m. – 5:00 p.m.	May 1 7:00 a.m. – 7:00 p.m.			

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with WCID#2 – \$7,779.52
- Without Joint Election – \$12,203.12

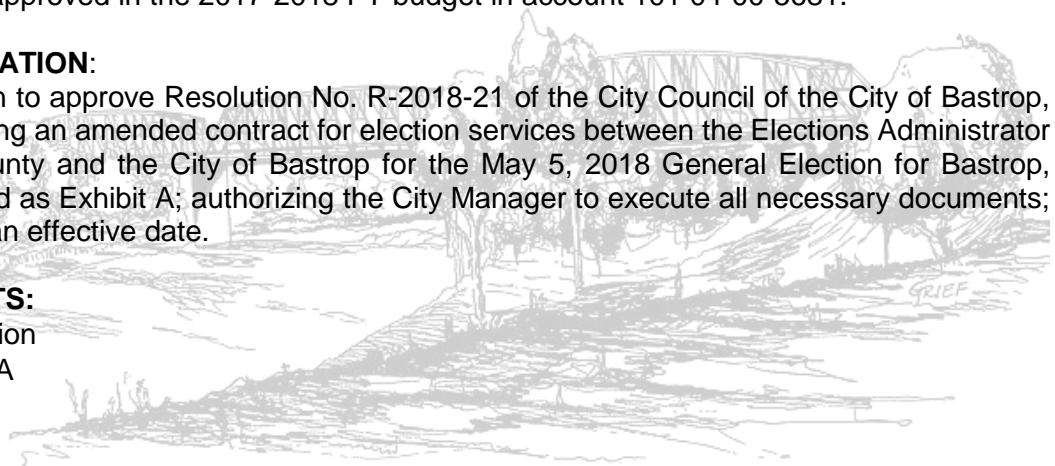
This cost was approved in the 2017-2018 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-21 of the City Council of the City of Bastrop, Texas, approving an amended contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 5, 2018 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A



RESOLUTION NO. R-2018-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDED CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 5, 2018, GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a general election for Saturday, May 5, 2018; and

WHEREAS, On January 23, 2018 Bastrop City Council approved Resolution No. R-2018-07 approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 5, 2018 General Election; and

WHEREAS, The City of Bastrop and Bastrop Independent School District (BISD) were in a joint agreement to hold their May 5, 2018 Elections; and

WHEREAS, BISD agreed to host the early voting and Election Day voting on their properties; and

WHEREAS BISD has canceled their May 5, 2018, Election causing the early voting and Election Day voting locations for the City of Bastrop to be moved to the Bastrop County Courthouse; and

WHEREAS, Bastrop County Water Control and Improvement District No. 2 is now in a joint agreement with the City of Bastrop; and

WHEREAS, the cost in the contract has changed; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into an amended contract with the Elections Administrator of Bastrop County for the May 5, 2018, General Election.

Section 2. The Mayor, is hereby authorized to execute an amended contract with the Elections Administrator of Bastrop County for the May 5, 2018, General Election. The contract is attached hereto as Exhibit A.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of March, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 5, 2018 ELECTION

THIS CONTRACT is made and entered into by and between Bridgette Escobedo, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 5, 2018 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

EXHIBIT A

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

4. Notification to the election judges and alternates shall be made no later than April 20, 2018.

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 5, 2018.

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

E. *Paper Ballots.* In advance of the March 21, 2018 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$10.00/hr, and election clerks will be compensated at a rate of \$8.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 5, 2018 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

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

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

EXHIBIT A

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

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

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

V. GENERAL PROVISIONS

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

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

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 5, 2018. If another election occurs in territory of the CITY, the County will notify the CITY of the existence of the situation and provide a joint election agreement.

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

EXHIBIT A

that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 5, 2018 Joint Election.

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

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

For the CITY:

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

For the Contracting Officer:

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

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

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

EXHIBIT A

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

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

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

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

EXHIBIT A

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Lynda Humble
City Manager
City of Bastrop
Bastrop, Texas

EXHIBIT A

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Paul Pape
County Judge
Bastrop County, Texas

EXHIBIT A

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2018.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

**EXHIBIT “A”
AMENDED FEBRUARY 26, 2018**

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 23, 2018 through Tuesday, May 1, 2018.

Main Location:

Bastrop County Courthouse Annex, Lower Level, 804 Pecan St., Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 7:00 am – 7:00 pm
30 8:00 am – 5:00 pm	1 7:00 am – 7:00 pm	2	3	4

Voting by Mail:

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

EXHIBIT A

EXHIBIT "B"
AMENDED FEBRUARY 26, 2018

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Time Period:

Saturday, May 5, 2018

Precincts 1001, 1002, 1003, 2009, 2011

Bastrop County Courthouse Annex, Lower Level, 804 Pecan St., Bastrop, TX 78602

EXHIBIT "C"
AMENDED FEBRUARY 26, 2018
ESTIMATED COST OF MAY 5, 2018 ELECTION
JOINT ELECTION WITH BASTROP COUNTY WCID#2

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 1,785.75
Rental Fee for AutoMARK and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 5,086.54
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 7,072.29
10% ADMINISTRATIVE FEE	\$ <u>707.23</u>
TOTAL	\$ <u>7,779.52</u>

****Optional Cost, Not included in cost estimate, Postcard mailing to registered voters notifying them of the election. Cost dependent on entities participating. Contact the Election's Department for more information. ****



STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 10A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 10B

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074 to conduct a semi-annual performance evaluation of the City Manager as required by her employment agreement.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: March 27, 2018

AGENDA ITEM: 11

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

