



City Council Regular Meeting

February 11, 2014



Bastrop City Council

1311 Chestnut Street, Bastrop, Texas 78602
Phone (512) 332-8800 Fax (512) 332.8819

PURSUANT TO THE TEXAS GOVERNMENT CODE, CHAPTER 551, THE BASTROP CITY COUNCIL WILL HOLD A **REGULAR MEETING** ON TUESDAY, **FEBRUARY 11, 2014** AT **6:15 PM** AT THE CITY COUNCIL CHAMBERS LOCATED AT 1311 CHESTNUT STREET, BASTROP, TEXAS TO CONSIDER THE FOLLOWING MATTERS.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PRESENTATION - Bastrop Student Presentation on the Character Trait "JUSTICE"
4. PROCLAMATION - Black History Month
5. CITIZEN COMMENTS
6. ANNOUNCEMENTS

City Manager's Informational Report for February 11th, 2014: Items for update, discussion & possible action:

- A. Meetings and Events Attended:
 1. Attended the Monthly Meeting of the Parks Board on February 6, 2014.
 2. Attended the Annual Main Street Planning Retreat on February 8, 2014.
- B. Update on City Projects and Issues:
 1. Water Usage report for the period of January 27th through February 9, 2014.
 2. Update on the Short and Long Term Water Supply Options.
 3. Update on the Top 10 Strategic Priorities as Established by the City Council for 2013-2016.
 4. Update on the Bastrop Economic Development Corporations Business Improvements Phase I.
 5. Review and Update of the City Charter Regarding the Sale of City owned Utilities.
 6. Update on the Automated Metering Information System Project.
 7. Update on Proposed Street Improvements for FY-14.
 8. Update on Board Vacancies.
 9. Summary of the Annual Main Street Planning Retreat of February 8, 2014
- C. Update on City Various City Operations:
 1. Convention Center Activities
 2. Main Street Program
 3. Commercial/Residential Construction Projects in the City
 4. YMCA Activities

Inviting input from the City Council related to issues for possible inclusion on future agenda's related to items such as (but not limited to) municipal projects, personnel, public property, development and other City/public business.

A. CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Members so requests.

	TAB	PG	REQUESTOR
A.1 Approval of Minutes for the Regular Council Meetings held on January 28, 2014.	A.1	6	Elizabeth Lopez
A.2 Approval of Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas.	A.2	13	Elizabeth Lopez
A.3 Approval of a Bastrop County Agreement to Conduct a Joint Election between the City of Bastrop and the Bastrop Independent School District for the May 10, 2014 Election	A.3	27	Elizabeth Lopez
A.4 Approval of a Resolution calling for and Establishing Procedure for a General Election in Bastrop, Texas for the May 10, 2014 Election.	A.4	31	Elizabeth Lopez
A.5 Approval of Bastrop Marketing Corporation’s request for reimbursement of expenses.	A.5	35	Karla Stovall
A.6 Approval of request to accept the Public Improvements for Hunters Crossing, Section 9C located at the corner of Highway 304 and Home Depot Way within the City limits of Bastrop, Texas.	A.6	38	Melissa McCollum
A.7 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Pecan Park Commercial Preliminary Plat consisting of 8 tracts of land being +/-67.42 acres south of State Highway 71 within the city limits of Bastrop, Texas.	A.7	42	Melissa McCollum

B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION – NO ITEMS.

 EXECUTIVE SESSION: *The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Ch.551 Government Code, Vernon’s Texas Code, Annotated, the item below will be discussed in closed session.*

1. SECTION 551.071 – Consultations with Attorney related to legal matters

C. OLD BUSINESS - NO ITEMS.

D. NEW BUSINESS

D.1 Consideration, discussion and possible action regarding a Presentation by CH2MHILL Water Demand Projections for the City of Bastrop through 2045.	D.1	44	Mike Talbot
D.2 Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Report and Quarterly Investment Report for the period ending December 31, 2013.	D.2	45	Karla Stovall
D.3 Consideration, discussion and possible action on the Bastrop Economic Development Corporation entering into an Economic Development Agreement with Good Soul Brewing Company.	D.3	74	David Quinn

- D.4 Consideration, discussion and possible action on a resolution from the Bastrop Economic Development Corporation recommending that the Bastrop City Council pass a Resolution committing the City of Bastrop's support for the Pecan Pointe, LP, affordable housing project, and approving BEDC's funding assistance of same, in the amount of a \$68,000 loan.

D.4 88 David Quinn

E. EXECUTIVE SESSION

- E.1 The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.*, to discuss the following:
1. SECTION 551.071(1)(A) & SECTION 551.071(2) – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to “Pine Forest Investments Group, LLC v The City of Bastrop, et al, cause No. 29,052, In the 21st Judicial District Court of Bastrop County, Texas,” and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
 2. SECTION 551.072 – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property.
- E.2 The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

F. ADJOURNMENT

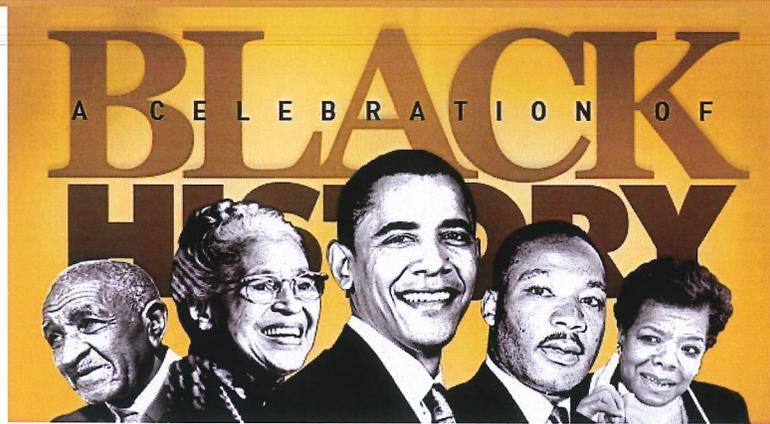
CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at the City Hall in the Bastrop, Texas on the 7th day of February 2014 at 5:00 p.m.


Elizabeth Lopez, City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL AND COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 512-332-8800. PLEASE PROVIDE A FORTY-EIGHT HOURS NOTICE WHEN FEASIBLE.

Confirm time posted: KR



BLACK HISTORY MONTH
FEBRUARY 1 – 28, 2014

PROCLAMATION

African-Americans have played a central role in our nation's history, but for too long historians ignored or glossed over their contributions and the injustices they have suffered. The origins of Black History Month can be traced to the scholar Carter G. Woodson, who in 1926 conceived a yearly celebration to help rectify the omission of African-Americans from history books. Today, the observance of Black History Month throughout the United States stands as testament to the success of Woodson's project and an example of how we can work together to make the teaching of history more honest, and

Whereas, the theme of Black History Month is recognition of "Civil Rights in America" we pay tribute to the heroes of African-American history, we remember the courage that led activists to defy the injustice they have suffered and how they continued to carry forward the unyielding hope that guided a movement toward justice. Facing terrible odds, they worked tirelessly to achieve full equality with other citizens, and this month we celebrate their bravery, toil and sacrifice on this long road to justice, and

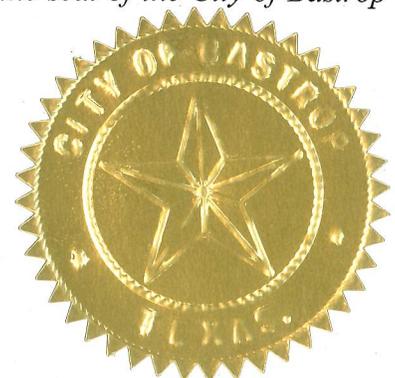
Therefore, the Members of Bastrop's City Council encourage all Residents, Business Owners and Visitor's to join in us in celebrating Black History Month with appropriate programs, ceremonies, and activities, and

Now Therefore, I Terry Orr Mayor of the City of Bastrop, Texas do recognize the month of February 2014, as Black History Month.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed, this 1st day of February, 2014.



Terry Orr
 Terry Orr, Mayor
 City of Bastrop



CITY OF BASTROP

AGENDA ITEM

A-1

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 7, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: Approval of the meeting Minutes from the:
 - Regular City Council Meetings held on **January 28, 2014.**
2. Party Making Request: **Elizabeth Lopez, City Secretary**
3. Nature of Request: (Brief Overview) Attachments: Yes No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____
8. Staff Recommendation: _____
9. Advisory Board: _____ Approved _____ Disapproved _____ None
10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None
11. Action Taken: _____

**BASTROP CITY COUNCIL
MINUTES OF REGULAR MEETING
January 28, 2014 at 6:15 pm**

Pursuant to the Texas Government Code, Chapter § 551, the City Council of Bastrop, Texas held a Regular Meeting on Tuesday, **January 28th, 2014 at 6:15 p.m.** at the Bastrop City Hall Council Chambers located at 1311 Chestnut Street in Bastrop, Texas to consider the following matters:

1. **CALL TO ORDER** - Mayor Terry Orr called the meeting to order at 6:15 p.m. A full quorum was present: Council Members Ken Kesselus, Kay Garcia McAnally, Dock Jackson, Willie De La Rosa and Mayor Pro-Tem Joe Beal.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – City Manager Mike Talbot led the Pledge of Allegiance and Police Chief Steve Adcock introduced the Chaplain who led us in prayer.
3. **PRESENTATIONS**
4. **PROCLAMATIONS**
5. **ANNOUNCEMENTS**

COMMERCIAL – The City of Bastrop will be featured in an HEB commercial during this year's Super Bowl and can be viewed at <http://www.youtube.com/watch?v=k9YShHkvQB8&feature=youtu.be>.

MAYOR BREAKFAST – Mayor Terry Orr invited everyone to the Mayor's Prayer Breakfast on Wednesday, March 5th, 2014 at 6:45 am at the First United Methodist Fellowship Hall located at 1201 Main Street. It is sponsored by the Bastrop Christian Ministerial Alliance.

CHAPLAIN SERVICES- Council Member Ken Kesselus stated that he contacted the Police Department about a recent death and the Police Officer offered to have a Chaplain come to the home and offer prayer. Council Member Ken Kesselus stated he was "impressed" that the Chaplain was on call and he thanked Police Chief Steve Adcock "it was truly wonderful."

CITY MANAGER'S REPORT - There were no citizen comments; therefore Mayor Orr introduced City Manager Mike Talbot who presented his bi-weekly City Manager's report dated January 28, 2014, he offered additional insight on the following items:

#6 Discussion and Review Regarding an Inquiry for Rezoning the 800 Block of Building Block 18 EW which is located between Paul C, Bell Street and Jefferson Street. Via a letter received by the City Manager in December 5, 2013, the property owners located at 901, 905, and 907 College Street, requested that their property be rezoned from a residential-single-family 7 to a commercial c-1 zoning. City Manager Mike Talbot provided a map of the area that reflected the majority of the west area was zoned as C-2 Commerical-2. The City Council had the option of initiating the rezoning as requested in the letter, refer the matter to the Planning and Zoning Commission for their evaluation and recommendation or advise the property owner's go to the Planning Department and file the application to have their property re-zoned. City Manager Talbot requested the City Council's direction on the matter, at which time the Council Members held a discussion on the procedures outlined by the City Manager.

Mayor Terry Orr expressed concern since the request had not gone through the regular process of sending it to the Planning and Zoning Commission for their review and recommendation. Mayor Orr questioned why the Council was considering the request as it had not gone through the regular process.

Mayor Pro-Tem Joe Beal stated that there was a process and acknowledged that the property owners had submitted their request in writing therefore the City Council should consider their request. It seems that the City Council has in their power to respond to the property owners and initiate their zoning request. Mayor

Pro-Tem Beal stated he had no problem in putting this through. City Manager Mike Talbot requested the City Council's Direction in respect to the rezoning request.

MOTION - Mayor Pro-Tem Joe Beal made the motion to direct the City Manager Mike Talbot to make the zoning change from a "Residential-Single-Family-7" to a "Commercial C-1 Zoning" and have the City Manager contact the property owners of the other two parcels.

SECONDED - Council Member Kesselus seconded the motion

ABSTAINED - Council Member DeLaRosa, stated he was related to a member of the requesting party.

Mayor Terry Orr stated that the process offers checks and balances and we as City Council are the final approval of these items and he values the judgment of the City Council. Checks and Balances have made our City a good function and he is disturbed that we have not followed these checks and balances. There was no response to Mayor Orr's invitation for public comment.

MOTION PASSED with a vote of 4-1 (Abstention)

A. CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member(s) so request.

- A.1 Approval of meeting Minutes for the Regular Council Meetings held January 14, 2014 and the Special Utility Workshop Meeting held on January 21, 2014.
- A.2 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Amended Plat of the Lazy "B" and "J" Subdivision, Lots 1 and 2 consisting of approximately 12.809 acres within Area A of the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.
- A.3 Approval of an extension for the statutory denial, for an additional period of 180 days effective February 8, 2014, for The Grove Preliminary Plat creating 8 commercial lots south of Highway 71 West and east of Highway 304 and Centers of Woodland Shopping Center within the City limits of Bastrop, Texas.
- A.4 Board appointment by Mayor Terry Orr and confirmation by the Bastrop City Council Members on the appointment of CARLTON HARRIS as Place 1 Member to the HOUSING AUTHORITY; a 3-year term to commence on January 2014 through January 2017.
- A.5 Board appointment by Mayor Terry Orr and confirmation by the Bastrop City Council Members on the appointment of DIANNA BURLEY as the Place 3 Member to the ART IN PUBLIC PLACES TASK FORCE.

Mayor Terry Orr requested a motion to approve the items on the consent agenda.

MOTION – Council Member Kay Garcia McAnally

SECONDED - Council Member Willie DeLaRosa

MOTION PASSED –Unanimous vote of 5-0.

Council Member Dock Jackson's noted that Mr. Carlton Harris and his family were in attendance. Mayor Terry Orr acknowledged the newly appointed Member to the Housing Authority and stated that he looked forward to his participation.

B. PUBLIC HEARINGS AND ORDINANCES AND OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION – No items for consideration.

C. **OLD BUSINESS** – No items for consideration.

D. **NEW BUSINESS**

D.1 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, IN SUPPORT OF A FAIR ALLOCATION OF COLORADO RIVER RESOURCES.

City Manager Mike Talbot requested the City Council consideration and approval of the Resolution before them which states that a proper allocation of water that keeps that water quality and does not restrict water flow has already been approved by the Bastrop County Commissioners.

Mayor Pro-Tem Joe Beal noted that the intent of the Resolution (*from his understanding*) “is to put TCEQ on notice on their recent policy decisions with the LCRA, who seem to only consider the river upstream. Most policies disregard the river’s health and focused on the lakes visual appearance. Unfortunately, TCEQ approved the LCRA’s policies and now the LCRA will attempt to take action, which will reduce the downstream usage and will affect the City of Bastrop. He recommended approving the Resolution and suggested rewording the last paragraph to change “instead of urging TCEQ” to “request that TCEQ reconsider their action.” He noted that it would be appropriate to forward this to the Chairman of the LCRA with an appropriate cover letter.

Council Member Kay Garcia McAnally requested clarification on the impacts of implementing the LCRA’s policy. Mayor Pro-Tem Joe Beal explained that the implementation of the LCRA’s policy would reduce the water flow to the Colorado River; the reduction of water would decrease the lack of oxygen on the river’s algae and fish, which are instrumental to a healthy river. The policy change will also affect our City’s water supply which will be apparent during the summer time. Mayor Pro-Tem Joe Beal added that the release of water would benefit the Rice Farmers. The long term impact to the river and our community should be taken into consideration.

Mayor Pro-Tem Joe Beal stated that he agrees that the Bastrop County Representative at LCRA is one of the eight that voted in favor of this and against the seven who did not want to take this action.

Council Member Kay Garcia McAnally requested to know more about the Policy. Mayor Pro-Tem Joe Beal referenced the LCRA website for additional information.

Council Member Ken Kesselus recommended that we approve the Resolution and recommended that it would be appropriate to send a copy to the LCRA Board President, and a Special Letter to the Bastrop County Director.

City Manager Mike Talbot noted it would be honorable to send a copy to Senator Kirk Watson and invite the LCRA to attend a future City Council Meeting.

MOTION - Mayor Pro-Tem Joe Beal made the motion to approve the Resolution and update the last paragraph; instead of “urging TCEQ” change it to say “we request that TCEQ reconsider their action.” Also, extend an invitation to the LCRA Board to attend and discuss this matter further with the City Council.

SECONDED - Council Member Willie DeLaRosa seconded the motion with the request that it reflect the exact wording.

ABSTAINED - Council Member Kay Garcia McAnally elected not to vote due to insufficient information.

MOTION PASSED with a vote of 4-1 (Abstention).

D.2 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RELATED TO OWNERSHIP AND/OR SALE OF CITY OWNED AND OPERATED UTILITIES, INCLUDING WATER, WASTEWATER AND ELECTRIC UTILITIES.

Council Member Willie DeLaRosa requested the Council Members consideration to approve the Resolution that enables the City to continue its ownership and operation of the City's Public Utility Systems; which provides revenues and savings for the City and allows the Council the flexibility to adjust/minimize the City's tax rate. This Resolution allows a safety net for our citizens.

In 1941, the City created the Bastrop Power & Light for electric services and with Federal Funding the City established the Public Water System and added wastewater services several years later.

However, in 1985 the City sold the Water Supply System to Aqua but the City began to revitalize our potable water with the use of the City's owned and operated water well fields. This allows the City to take control of the costs of public utility services it provides to its citizens.

MOTION – City Council Member Willie DeLaRosa made a motion to approve the Resolution.

PROPOSED AMENDMENT - Council Member Kesselus proposed an amendment to the Resolution that will allow the City Manager to prepare the necessary documents to propose an amendment to the City Charter and include the words “sale” and/or “transfer” of any City Utility must have the vote of the Bastrop Citizens.

PROPOSE to AMEND THE AMENDMENT - Council Member Kay Garcia requested to amend the amendment and add something very similar that “the City Council and the City of Bastrop hereby memorializes its findings that the citizens and taxpayers of the City of Bastrop that any change in ownership” and I would like to add “control or operations of any public utility that is owned or operated by the City of Bastrop and that the City should approve any change of ownership”.

MOTION CONTINGENT ON APPROVAL OF AMENDMENT

Mayor Pro-Tem Beal asked the Council to keep this in mind, because certain elements of our utilities are operated by others; because it is cheaper. He suggested thinking through Council Member McAnally's suggested wording and make sure we don't shoot ourselves in the foot.

City Attorney JC Brown and suggested to Council Member McAnally that we insert the word control, just like we have in the last sentence there and strike operations because the point is that we do contract out sometimes to have others assist us in the operations.

City Manager Mike Talbot noted that an example is that we contract out the operations of our substations.

Mayor Terry Orr stated that we continue to argue the original support of the Resolution; if we can stress the ownership idea then he was fine. He noted that he was somewhat confused about changing the Charter, he has been under the impression that change to the Charter can be done every ten-years. Perhaps we can initiate a change to the Charter and if we do, I hope it is in a manner that is economically viable with another election. He thinks the Resolution shows intent a lot of detail and he thinks it is sufficient to task what he thinks is the real driving force and identifies any change of ownership will require a vote of the citizens of Bastrop.

City Manager Mike Talbot recommended that he provide the City Council members with a report of the process and what steps we must take to conduct a Charter amendment.

Council Member Willie DeLaRosa requested the City Attorney's input on amending the City Charter. City Attorney JC Brown stated that our City Charter notes that we do have an obligation to review it for

internal inconsistencies or issues and the City Manager reports to the Council about any problems with interpretation or clarification. We have a minimum requirement to do that maybe every decade, however a Charter can be amended anytime the Council initiates a Charter amendment –it’s not tied into any specific time frame. There are certain steps that have to be taken, however there is nothing prohibiting us from doing so. The time frame is less and we can hold a Charter amendment election concurrent with another election.

AMEND THE AMENDMENT – Mayor Pro-Tem Joe Beal requested the City Attorney’s input on how to go about to amend the amendment.

AMENDMENT ON THE FLOOR - Council Member Dock Jackson noted that we had a motion and amendment on the floor.

OFFER OF A SECOND AMENDMENT – Mayor Pro-Tem Joe Beal offered a second amendment, which will be that we approve the motion as originally stated by Council Member DeLaRosa and that we ask the City Manager to provide the Council with the process and schedule for creating a change to the Charter which would have the same intent as Council Member’s original motion.

CLARIFICATION OF AMENDMENT - Council Member Ken Kesselus acknowledged that that his Amendment was similar to Mayor Pro-Tem Beal’s amendment. Mayor Pro-Tem clarified the amendment due to the suggested change by Council Member McAnally.

WITHDRAW MOTION ON PROPOSED AMENDMENT - Council Member Ken Kesselus withdrew his motion to amend the Resolution.

Council held a brief discussion; Mayor Terry Orr requested a motion to approve the resolution.

MOTION – Council Member Willie De La Rosa made the motion to approve the Resolution and change the word “conscious” to “conscientious” in the 6th paragraph on page one.

SECONDED – Council Member Kay Garcia McAnally seconded the motion.

ABSTAINED – Mayor Pro-Tem Joe Beal stated he was unclear on what he was voting on.

MOTION PASSED with a vote of 4-1 (Abstention)

D.3 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE PRESENTATION ON THE AUDIT PERFORMED OF THE COMMUNITY BY THE PARKS BOARD TO DETERMINE LOCATION FOR A PROPOSED SKATE PARK.

Public Works and Parks Director Trey Job addressed the City Council with consideration to his request and acknowledged the Members of the Parks Board were in attendance. The Parks Board Chairman William Dildine addressed the City Council with their recommendation for the location of the Bastrop Skate Park. After careful evaluation of five locations within the City limits, the Board members recommended Fisherman’s Park for the City’s Skate Park. This location met all the criteria used for scoring: Compatibility, proximity to pedestrian routes/public transportation, existing facilities, access to restrooms and drinking water. Mr. Dildine thanked the Board Members for their efforts acknowledged the supporters who attended the meetings and offered their expert opinion. He also acknowledged the efforts and support of the City’s Public Works Director Trey Job.

Mayor Terry Orr invited Public Comments.

Public Comments were made by Mr. Joe Sims a Veteran skate boarder with extensive experience and Ms. Elizabeth Sims mother of an avid skate boarder supported the Skate Park and the Parks Board recommended location.

Mayor Terry Orr once again extended his invitation to Public Comment.

City Attorney JC Brown responded to clarification of a Public Hearing vs a Discussion and she noted that the City Council may invite input at their leisure; a Public Hearing and a Discussion are not the same. City Attorney JC Brown also noted that this discussion had met the legal requirement.

Mayor Pro-Tem Joe Beal requested to have comments on the discussion noted, which was confirmed by City Attorney JC Brown.

City Manager Mike Talbot concurred with the Parks Board recommendation and requested the City Councils approval on Park Boards site recommendation.

Mayor Terry Orr added his own appreciation to the Members of the Parks Board and guests. He stated he expects to have City Council Members out there taking lessons in efforts to show their support.

MOTION – Council Member Dock Jackson made the motion.

SECONDED – Council Member Ken Kesselus seconded the motion.

MOTION PASSED – Unanimous vote of 5-0

E. EXECUTIVE SESSION

E.1 The Bastrop City Council met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

- 1. SECTION 551.071(1) (A) and SECTION 551.071(2) – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to **“Pine Forest Investments Group, LLC v The City of Bastrop, et al, cause No. 29,052, In the 21st Judicial District Court of Bastrop County, Texas.”** and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
- 2. SECTION 551.072– Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property.

E.2 The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

At 8:44 pm, Mayor Orr convened the Bastrop City Council into Executive Session. Mayor Orr reconvened the Bastrop City Council into open session to discuss, consider and/or take action(s) necessary related to the Executive Session noted herein at 8:45 pm.

No Action was taken.

F. ADJOURN

At 8:46pm, Council Member Willie DeLaRosa made the motion to adjourn the meeting. Seconded by Council Member Kay Garcia McAnally and motion was carried unanimously.

APPROVED:

ATTEST:

Terry Orr, Mayor

Elizabeth Minerva Lopez, City Secretary

CITY OF BASTROP

AGENDA ITEM

A-2

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 7, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: Approval of Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas.

2. Party Making Request: Elizabeth Lopez, City Secretary

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 10, 2014 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 10, 2014 Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

3. Notification to the election judges and alternates shall be made no later than April 25, 2014.

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. *Publication/Posting of Election Notice.* The Contracting Officer 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 Contracting Officer shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law and may require the assistance of the CITY in having such notice posted.

E. *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.

F. *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.

G. *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.

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

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 10, 2014.

I. *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.

J. *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 Kristin Zapalac. The tabulation

supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

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

K. *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.

L. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the 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.

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

N. *Election Orders, Election Notices, Canvass.* The Contracting Officer shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. With respect to the CITY's order and notice of election, the Contracting Officer shall only prepare said documents for the general trustee election. The CITY shall be responsible for preparing the order and notice of election for a special bond election.

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.* Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper posting and recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day

E. *Paper Ballots.* In advance of the March 26, 2014 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 10, 2014 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.

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

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 10, 2014.

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

reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 10, 2014 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:

Elizabeth Minerva Lopez
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8811
Fax: (512) 332-8819
Email: elopez@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 a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity, respectfully.

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

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

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

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

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

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2014.

Terry Orr
Mayor
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2014.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2014.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 28, 2014 through Tuesday, May 6, 2014.

Main Location:

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

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
28 7:30 am – 5:00 pm	29 7:30 am – 5:00 pm	30 7:30 am – 5:00 pm	1 7:30 am – 5:00 pm	2 7:00 am – 7:00 pm
5 7:30 am – 5:00 pm	6 7:00 am – 7:00 pm	7	8	9

Branch Locations:

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

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

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

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

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

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
28 7:30 am – 4:00 pm	29 7:30 am – 4:00 pm	30 7:30 am – 4:00 pm	1 7:30 am – 4:00 pm	2 7:30 am – 4:00 pm
5 7:30 am – 4:00 pm	6 7:30 am – 4:00 pm	7	8	9

Voting by Mail:

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

EXHIBIT "B"

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Precincts 1001, 1002, 1003, 2009, 2011

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

EXHIBIT "C"
ESTIMATED COST OF MAY 10, 2014 ELECTION
JOINT ELECTION WITH BASTROP ISD AND WCID#2

CITY OF BASTROP

Newspaper Publication Expenses	\$ 388.50
Optical Ballots and Programming Expenses	\$ 1,292.24
Rental Fee for AutoMARK and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 2,358.18
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 4,238.92
10% ADMINISTRATIVE FEE	<u>\$ 423.89</u>
TOTAL	<u>\$ 4,662.81</u>

CITY OF BASTROP

AGENDA ITEM

A-3

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 7, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: Approval of a Bastrop County Agreement to Conduct a Joint Election between the City of Bastrop and the Bastrop Independent School District for the May 10, 2014 Election.

2. Party Making Request: Elizabeth Lopez, City Secretary

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____



COPY

AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BASTROP AND
BASTROP INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 10, 2014 ELECTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Agreement to Conduct Joint Election (this “Contract”) is entered into by and among City of Bastrop, a political subdivision of the State of Texas (the “CITY”), and Bastrop Independent School District, a political subdivision of the State of Texas, (the “ISD”), individually, a “Party” or, collectively, the “Parties,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the ISD each expect to call an election to be held on May 10, 2014; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on May 10, 2014. 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 10, 2014 elections jointly pursuant to Chapter 271 of the Texas Election Code.

**ARTICLE III.
TERM**

6.01 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 VII
COST OF SERVICE AND BILLING**

7.01 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 shared by the Parties and each Party will be billed their pro-rata portion.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 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.

8.02 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.

8.03 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.

8.04 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.

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

ISD:

Donald Williams
Executive Director of Community Services
Bastrop Independent School District
906 Farm Street
Bastrop, TX 78602

CITY:

Terry Orr
Mayor
City of Bastrop
PO Box 427
Bastrop, TX 78602

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

Executed to be effective the 17th day of December, 2013.

DISTRICT:

BY: Steve Murray
Steve Murray, Superintendent
Bastrop Independent School District

Executed to be effective the 7 day of Feb., 2014.

CITY:

BY: Terry Orr
Terry Orr, Mayor
City of Bastrop

CITY OF BASTROP

AGENDA ITEM

A-4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 7, 2014

MEETING DATE: February 11, 2014

- 1. Agenda Item: Approval of a **RESOLUTION CALLING FOR** and Establishing the Procedures for a **GENERAL ELECTION** and a **CONCURRENT SPECIAL ELECTION TO FILL** a Council **VACANCY** for Bastrop, Texas.

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

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

And **SPECIAL ELECTION TO FILL A COUNCIL VACANCY**,

Place 5 - Council Member at Large, for the remainder of an unexpired **Term of 2 years only**. [A term of less than 3 years, due to the automatic resignation of the Place 5 sitting council member.]

- 2. Party Making Request: **Elizabeth Lopez, City Secretary**

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

- 4. Policy Implication: _____

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

- 6. Alternate Option/Costs: _____

- 7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
 a) _____

- 8. Staff Recommendation: _____

- 9. Advisory Board: _____ Approved _____ Disapproved _____ None

- 10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

- 11. Action Taken: _____

RESOLUTION No. R-2014-3**A RESOLUTION CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A
GENERAL ELECTION AND
A CONCURRENT SPECIAL ELECTION TO FILL A COUNCIL VACANCY
FOR BASTROP, TEXAS**

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 10, 2014** there shall be elected the following officials for the City at a general election:

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

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 10, 2014** there shall be elected the following official for the City, at a special election, which will be held concurrently with the general election:

**Place 5 - Council Member at Large, for the remainder of an unexpired Term of 2 years only. [A term of less than 3 years, due to the automatic resignation of the Place 5 sitting council member.]
and,**

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

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

That all candidates, for the general and special elections to be held concurrently on the second Saturday in **May 2014 (i.e., May 10, 2014)** for the above mentioned City offices, shall file their application to become candidates with the City Secretary of the City of Bastrop, City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 on or before **5:00 P.M. on February 28, 2014**, the seventy-first (71st) day before the elections, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

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

This City has four (4) election precincts and the elections shall be held at the following location:

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

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

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

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

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

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

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

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

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

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

The polls at the above designated polling place shall be open on the Election Day from 7:00 A.M. to 7:00 P.M.

Bridgette Escobedo is hereby appointed Clerk for Early Voting. The Main Early Voting location for the above designated election shall be at Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas, and this place shall remain open for at least eight (8) hours on each day for early voting, which is not on a Saturday, Sunday, or an official State holiday, beginning on April 29, 2013 the twelfth (12th) day before the election and continuing through May 7, 2013, the fourth (4th) day preceding the date of the elections. The early voting location shall remain open each weekday from 7:30 a.m. to 5:00 p.m. The of early voting location shall remain open on Friday, May 3, 2013 and Tuesday, May 7, 2013 for 12 hours from 7 a.m. to 7 p.m. Branch early voting locations are: 1) Bastrop Intermediate School, 509 Old Austin Hwy, Bastrop, Texas; 2) Cedar Creek Middle School, 125 Voss Pkwy, Cedar Creek, Texas; 3) Red Rock Elementary School,

2401 FM 20, Red Rock, Texas; 4) Lost Pines Elementary School, 151 Tiger Woods Dr., Bastrop, Texas; and 5) Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas. These branch early voting locations shall remain open each weekday from 7:30 a.m. to 4:00 p.m.

Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on May 3, 2013, the eighth (8th) day before the elections.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 11th day of February 2014.

Terry Orr
Mayor of Bastrop

ATTEST:

Elizabeth Minerva Lopez, City Secretary

CITY OF BASTROP

AGENDA ITEM **A-5**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 4, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: **Approval of Bastrop Marketing Corporation's request for reimbursement of expenses.**

2. Party Making Request: **Karla Stovall, Chief Financial Officer**

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: _____

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken: _____

**CITY OF BASTROP
FINANCE
DEPARTMENT**

Memo

To: Mayor, City Council and City Manager
From: Karla Stovall, Chief Financial Officer
Date: February 4, 2014
Re: Reimbursement of Accrued Bastrop Marketing Corporation Expenses

Attached is the request from Bastrop Marketing Corporation (BMC) for payment of funds in accordance with the Tourism Marketing Agreement that was signed with the City of Bastrop in November 2003.

This request is for the time period for Dec. 2013. There is a month lag in the receipt of the hotel occupancy tax monies.

It is recommended that Council approve the reimbursement of funds in the amount of \$41,654.25 for Dec. 2013 to BMC in accordance with our agreement to be spent on advertising and marketing the City of Bastrop area. This amount represents 43% of the tax collections.

If you have any questions regarding this agreement please contact me at 512-332-8820.

CITY OF BASTROP

AGENDA ITEM **A-6**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 5, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: **Approval of request to accept the Public Improvements for Hunters Crossing, Section 9C located at the corner of Highway 304 and Home Depot Way within the City limits of Bastrop, Texas.**

2. Party Making Request: **City of Bastrop**

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

Memos from Wesley Brandon, City Engineer and Trey Job, Director of Public Works and Water and Wastewater are included with this request and location map.

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____

8. Staff Recommendation: **Staff recommends acceptance of the Public Improvements for Hunters Crossing, Section 9C. The applicant has complied with all requirements of the Subdivision Ordinance and completed all necessary testing and documentation with regards to the construction of the public improvements. A two year maintenance bond has been submitted to the City.**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

February 3, 2014



The Honorable Terry Orr, Mayor
 & Members of the Bastrop City Council
 Bastrop City Hall
 1311 Chestnut Street
 Bastrop, Texas 78602

RE: Hunters Crossing – Section 9C
 Acceptance of Water and Wastewater Improvements

Dear Mayor Orr and Members of the City Council:

I am pleased to report that the construction of public improvements for the above-referenced project is complete and ready for acceptance into the City's maintenance program.

The improvements for this project were reviewed and inspected by City personnel, and all appropriate close-out documents (2-year maintenance bond, as-built drawings, etc.) have been received by the contractor and/or design engineer.

Please do not hesitate to contact me if you have any questions or need additional information regarding this project.

Sincerely,

Wesley Brandon

 Wesley Brandon, P.E.
 City Engineer
 Texas Registration No. 109732

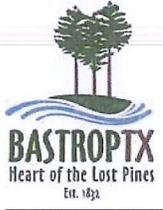


Concurrence:

Trey Job

 Mr. Trey Job
 Director of Public Works

Cc: File

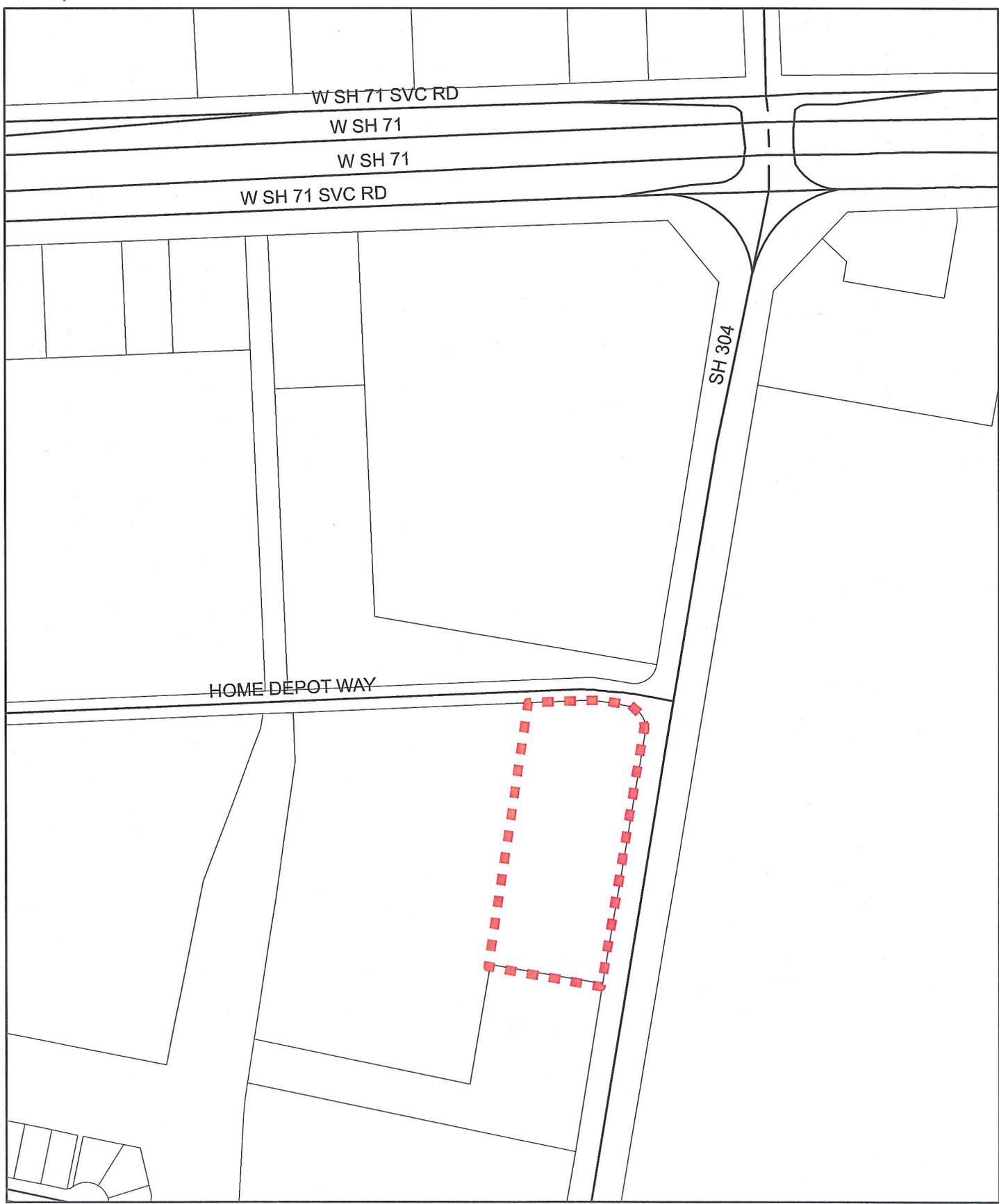


Property Location Map

Preliminary Plat for Hunter's Crossing
Section 9C

Legend

- roads
- Parcels



CITY OF BASTROP

AGENDA ITEM **A-7**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 4, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Pecan Park Commercial Preliminary Plat consisting of 8 tracts of land being +/-67.42 acres south of State Highway 71 within the city limits of Bastrop, Texas.**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

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

A city must take action on a plat within 30 days or the plat is automatically approved.

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
 a) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

CITY COUNCIL

AGENDA ITEM: **D-1**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 6, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A PRESENTATION BY CH2MHILL WATER DEMAND PROJECTIONS FOR THE CITY OF BASTROP THROUGH 2045.**

2. Party Making Request: **Michael H. Talbot**

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

CH2MHILL an Engineering Firm from Austin has undertaken an in-depth analysis of the City of Bastrop water demand projections needs through 2045. Ms. Susan Butler, Water Resources Manager at CH2MHill has been primary person at CH2MHILL who has overseen this study to determine the City of Bastrop water demand projections through 2045. Ms. Butler will be present Tuesday evening to make a full presentation to the City Council on the City of Bastrop water demand needs through 2045. Ms. Butler will at this time present to the Council the report on the "Water Projection Demands" for the City of Bastrop as well as answer any questions the Council may have regarding the "Water Projection Demands" for the City of Bastrop through 2045.

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE INITIAL DATE CONCURRENCE**

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

CITY OF BASTROP

AGENDA ITEM **D-2**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 3, 2014

MEETING DATE: February 11, 2014

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Report and Quarterly Investment Report for the period ending December 31, 2013.**

2. Party Making Request: **Karla Stovall**

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

4. Policy Implication:

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: _____

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken: _____

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4000 BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4001 CURRENT TAXES M&O	858,153.25	2,567,343.00	894,389.54	1,091,125.25	1,476,217.75	42.50
00-00-4002 DELINQUENT TAXES M&O	3,155.61	34,265.00	3,734.95	18,119.06	16,145.94	52.88
00-00-4003 PENALTIES & INTEREST M&O	4,864.70	27,412.00	1,799.33	4,216.71	23,195.29	15.38
00-00-4004 FRANCHISE TAX	45,718.58	400,000.00	20,831.82	38,098.53	361,901.47	9.52
00-00-4006 CITY SALES TAX	785,879.33	3,155,000.00	267,369.04	818,848.78	2,336,151.22	25.95
00-00-4008 OCCUPATION TAX	833.00	5,000.00	3,145.00	3,615.00	1,385.00	72.30
00-00-4009 MIXED BEVERAGE TAX	0.00	20,000.00	0.00	0.00	20,000.00	0.00
TOTAL TAXES & PENALTIES	1,698,604.47	6,209,020.00	1,191,269.68	1,974,023.33	4,234,996.67	31.79
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	16,735.46	75,000.00	3,105.97	23,218.73	51,781.27	30.96
00-00-4021 ZONING FEES	620.00	3,000.00	0.00	300.00	2,700.00	10.00
00-00-4022 PLATTING FEES	1,370.00	6,000.00	1,000.00	1,900.00	4,100.00	31.67
00-00-4023 SPECIAL EVENT PERMIT FEE	100.00	2,000.00	0.00	400.00	1,600.00	20.00
00-00-4024 ELECTRICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4025 PLUMBING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4026 MECHANICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4027 OTHER PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4030 LICENSE FEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LICENSES & PERMITS	18,825.46	86,000.00	4,105.97	25,818.73	60,181.27	30.02
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	35.00	200.00	45.00	140.00	60.00	70.00
00-00-4043 PARKS RECEIPTS	50.00	1,600.00	50.00	190.00	1,410.00	11.88
00-00-4044 PD ACCIDENT REPORTS	670.00	1,800.00	78.00	253.00	1,547.00	14.06
00-00-4045 DRUG DOG VISITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	40,800.00	0.00	0.00	40,800.00	0.00
00-00-4049 TRANSFER STATION RECEIPTS	3,387.25	10,000.00	340.00	1,001.00	8,999.00	10.01
TOTAL CHARGES FOR SERVICES	4,142.25	54,400.00	513.00	1,584.00	52,816.00	2.91
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	50,647.71	225,000.00	10,735.61	35,526.80	189,473.20	15.79
00-00-4071 BOND FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4072 SANITATION PENALTIES/RECONNEC	1,972.97	8,000.00	0.00	0.00	8,000.00	0.00
00-00-4076 LIBRARY RECEIPTS	3,596.47	16,000.00	950.62	3,813.85	12,186.15	23.84
00-00-4077 SANITATION PROCEEDS	7,089.49	40,000.00	0.00	0.00	40,000.00	0.00
00-00-4078 JUVENILE CASE MANAGER-M/C	1,508.95	5,100.00	367.55	1,220.55	3,879.45	23.93
00-00-4080 TEEN COURT (MC)	500.00	1,000.00	87.47	212.58	787.42	21.26
TOTAL FINES & FORFEITURES	65,315.59	295,100.00	12,141.25	40,773.78	254,326.22	13.82

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-00-4540 HUNTERS CROSSING REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4543 PINEY CREEK SUBDIVISION REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4544 PERSONAL PROPERTY ACQ DEBT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4553 FIRE DEPT CALLS - REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4554 KERR PARK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4557 FEMA DISASTER RELIEF REIMBURS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	11,231.15	25,000.00	4,920.26	10,183.34	14,816.66	40.73
TRANSFERS-IN						
00-00-4702 TRANSFERS IN - W/WW #202	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4703 TRANSFERS IN - ELECTRIC FUND	153,375.00	613,500.00	51,125.00	153,375.00	460,125.00	25.00
00-00-4706 TRANSFERS IN - BEDC	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4708 TRANS IN - GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4710 TRANS IN - GENERAL CIP #150	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4717 TRANS IN-HOTEL TAX-CIVIC CENT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4718 TRANSFER-IN SPECIAL PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4725 TRANS IN - TAX NOTE #714	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4726 TRANS IN-C OF O'S 2006 #713	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4731 TRANS IN-LIMITED TAX NOTE #71	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4732 TRANSFER IN - BOND #709	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4736 TRANSFER IN -LIBRARY BOARD 50	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	153,375.00	613,500.00	51,125.00	153,375.00	460,125.00	25.00
** TOTAL REVENUE **	2,329,798.79	8,749,520.00	1,391,105.55	2,585,680.11	6,163,839.89	29.55

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL SERVICES	1,211.10	5,970.00	484.44	1,502.03	4,467.97	25.16
SUPPLIES & MATERIALS	625.43	4,900.00	57.57	237.32	4,662.68	4.84
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,652.86	8,000.00	326.29	1,760.69	6,239.31	22.01
CONTRACTUAL SERVICES	614.00	1,800.00	75.00	245.00	1,555.00	13.61
OTHER CHARGES	2,308.22	16,040.00	42.60	3,632.94	12,407.06	22.65
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	6,411.61	36,710.00	985.90	7,377.98	29,332.02	20.10
TOTAL LEGISLATIVE	6,411.61	36,710.00	985.90	7,377.98	29,332.02	20.10
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL SERVICES	24,147.15	140,000.00	10,687.94	35,939.26	104,060.74	25.67
SUPPLIES & MATERIALS	3,869.35	14,790.00	836.32	2,975.48	11,814.52	20.12
MAINTENANCE & REPAIRS	1,395.13	6,660.00	36.94	955.36	5,704.64	14.34
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	112,786.71	442,070.00	39,403.95	113,601.68	328,468.32	25.70
OTHER CHARGES	58,913.08	394,320.00	82,122.85	88,803.62	305,516.38	22.52
CONTINGENCY	0.00	325,000.00	0.00	0.00	325,000.00	0.00
CAPITAL OUTLAY	0.00	22,500.00	0.00	22,500.00	0.00	100.00
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	201,111.42	1,345,340.00	133,088.00	264,775.40	1,080,564.60	19.68
TOTAL ORGANIZATIONAL	201,111.42	1,345,340.00	133,088.00	264,775.40	1,080,564.60	19.68
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	65,236.72	284,100.00	24,704.66	73,277.08	210,822.92	25.79
SUPPLIES & MATERIALS	2,069.65	5,060.00	410.08	2,577.42	2,482.58	50.94
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,692.04	8,760.00	540.66	1,987.71	6,772.29	22.69
CONTRACTUAL SERVICES	113.79	350.00	87.50	87.50	262.50	25.00
OTHER CHARGES	3,771.02	10,630.00	731.05	5,924.06	4,705.94	55.73
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	72,883.22	308,900.00	26,473.95	83,853.77	225,046.23	27.15
TOTAL CITY MANAGER	72,883.22	308,900.00	26,473.95	83,853.77	225,046.23	27.15

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

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

00-NON-PROGRAM						
PERSONNEL SERVICES	16,798.50	62,060.00	4,648.58	16,538.78	45,521.22	26.65
SUPPLIES & MATERIALS	41.87	1,290.00	140.96	480.70	809.30	37.26
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	263.77	2,070.00	113.53	466.09	1,603.91	22.52
CONTRACTUAL SERVICES	26.45	5,100.00	0.00	0.00	5,100.00	0.00
OTHER CHARGES	4,514.97	34,580.00	1,162.51	6,969.13	27,610.87	20.15
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	21,645.56	105,100.00	6,065.58	24,454.70	80,645.30	23.27
TOTAL CITY SECRETARY	21,645.56	105,100.00	6,065.58	24,454.70	80,645.30	23.27

FINANCE

00-NON-PROGRAM						
PERSONNEL SERVICES	69,131.38	317,810.00	24,254.84	71,055.76	246,754.24	22.36
SUPPLIES & MATERIALS	970.74	9,810.00	626.39	1,539.96	8,270.04	15.70
MAINTENANCE & REPAIRS	2,300.00	38,000.00	1,251.75	1,851.75	36,148.25	4.87
OCCUPANCY	1,338.58	7,250.00	292.12	1,474.65	5,775.35	20.34
CONTRACTUAL SERVICES	17,242.56	49,350.00	13,873.00	14,998.00	34,352.00	30.39
OTHER CHARGES	2,400.32	12,150.00	972.60	1,968.92	10,181.08	16.21
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	93,383.58	434,370.00	41,270.70	92,889.04	341,480.96	21.38

METER SERVICE

PERSONNEL SERVICES	74,929.43	329,050.00	28,687.02	81,497.17	247,552.83	24.77
SUPPLIES & MATERIALS	4,619.21	32,950.00	2,422.98	7,908.08	25,041.92	24.00
MAINTENANCE & REPAIRS	122.47	9,500.00	0.00	119.44	9,380.56	1.26
OCCUPANCY	2,172.96	13,620.00	538.49	2,190.41	11,429.59	16.08
CONTRACTUAL SERVICES	2,138.40	17,100.00	1,856.51	3,606.62	13,493.38	21.09
OTHER CHARGES	265.62	6,580.00	88.01	150.75	6,429.25	2.29
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL METER SERVICE	84,248.09	408,800.00	33,593.01	95,472.47	313,327.53	23.35
TOTAL FINANCE	177,631.67	843,170.00	74,863.71	188,361.51	654,808.49	22.34

HUMAN RESOURCE

00-NON-PROGRAM						
PERSONNEL SERVICES	21,326.17	93,770.00	7,852.13	22,278.75	71,491.25	23.76
SUPPLIES & MATERIALS	183.20	2,275.00	29.26	147.63	2,127.37	6.49
MAINTENANCE & REPAIRS	0.00	1,500.00	0.00	0.00	1,500.00	0.00
OCCUPANCY	711.41	3,445.00	349.87	747.07	2,697.93	21.69
CONTRACTUAL SERVICES	39.58	325.00	2.00	2.00	323.00	0.62
OTHER CHARGES	5,941.79	13,685.00	6,329.98	6,643.09	7,041.91	48.54
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	28,202.15	115,000.00	14,563.24	29,818.54	85,181.46	25.93

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL HUMAN RESOURCE	28,202.15	115,000.00	14,563.24	29,818.54	85,181.46	25.93
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL SERVICES	20,171.47	88,270.00	8,211.05	23,975.03	64,294.97	27.16
SUPPLIES & MATERIALS	1,438.41	4,932.00	182.08	2,015.46	2,916.54	40.86
MAINTENANCE & REPAIRS	3,437.15	21,000.00	1,198.00	10,236.84	10,763.16	48.75
OCCUPANCY	1,291.89	8,000.00	503.37	1,453.24	6,546.76	18.17
CONTRACTUAL SERVICES	5,622.41	18,850.00	0.00	645.00	18,205.00	3.42
OTHER CHARGES	904.05	3,900.00	0.00	355.95	3,544.05	9.13
CAPITAL OUTLAY	0.00	40,768.00	0.00	0.00	40,768.00	0.00
TOTAL 00-NON-PROGRAM	32,865.38	185,720.00	10,094.50	38,681.52	147,038.48	20.83
TOTAL INFORMATION TECHNOLOGY	32,865.38	185,720.00	10,094.50	38,681.52	147,038.48	20.83
POLICE						
ADMINISTRATION						
PERSONNEL SERVICES	77,458.01	345,464.00	19,886.06	56,529.75	288,934.25	16.36
SUPPLIES & MATERIALS	9,820.90	24,710.00	971.23	5,040.82	19,669.18	20.40
MAINTENANCE & REPAIRS	1,633.55	28,070.00	677.30	1,517.49	26,552.51	5.41
OCCUPANCY	8,375.85	50,020.00	4,863.00	12,231.01	37,788.99	24.45
CONTRACTUAL SERVICES	134.20	195,970.00	47,173.70	47,235.95	148,734.05	24.10
OTHER CHARGES	7,738.88	33,185.00	1,368.05	5,219.70	27,965.30	15.73
CAPITAL OUTLAY	0.00	62,470.00	58,970.00	58,970.00	3,500.00	94.40
TOTAL ADMINISTRATION	105,161.39	739,889.00	133,909.34	186,744.72	553,144.28	25.24
CODE ENFORCEMENT						
PERSONNEL SERVICES	11,169.28	48,056.00	4,040.64	11,543.86	36,512.14	24.02
SUPPLIES & MATERIALS	(13.85)	3,000.00	282.59	621.90	2,378.10	20.73
MAINTENANCE & REPAIRS	0.00	300.00	0.00	0.00	300.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	380.00	900.00	0.00	0.00	900.00	0.00
OTHER CHARGES	32.34	5,750.00	6.96	6.96	5,743.04	0.12
TOTAL CODE ENFORCEMENT	11,567.77	58,006.00	4,330.19	12,172.72	45,833.28	20.99
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	0.00	800.00	0.00	0.00	800.00	0.00
MAINTENANCE & REPAIRS	0.00	2,500.00	0.00	0.00	2,500.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY MANAGEMENT	0.00	5,300.00	0.00	0.00	5,300.00	0.00

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
POLICE-CID						
PERSONNEL SERVICES	38,735.54	230,660.00	13,651.46	39,651.46	191,008.54	17.19
SUPPLIES & MATERIALS	343.47	3,350.00	125.66	320.08	3,029.92	9.55
MAINTENANCE & REPAIRS	0.00	1,460.00	39.24	39.24	1,420.76	2.69
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	815.27	3,500.00	734.25	1,796.26	1,703.74	51.32
OTHER CHARGES	210.00	6,120.00	0.00	0.00	6,120.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE-CID	40,104.28	245,090.00	14,550.61	41,807.04	203,282.96	17.06
POLICE-PATROL						
PERSONNEL SERVICES	247,419.90	1,093,470.00	91,915.27	271,974.30	821,495.70	24.87
SUPPLIES & MATERIALS	7,530.85	68,140.00	4,505.29	14,937.84	53,202.16	21.92
MAINTENANCE & REPAIRS	8,023.98	17,900.00	426.15	4,826.98	13,073.02	26.97
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	2,668.51	12,000.00	181.20	801.16	11,198.84	6.68
OTHER CHARGES	4,742.07	10,200.00	(20.40)	1,481.07	8,718.93	14.52
CAPITAL OUTLAY	0.00	115,000.00	0.00	0.00	115,000.00	0.00
TOTAL POLICE-PATROL	270,385.31	1,316,710.00	97,007.51	294,021.35	1,022,688.65	22.33
ANIMAL SERVICES						
PERSONNEL SERVICES	9,793.25	39,130.00	3,311.08	9,859.82	29,270.18	25.20
SUPPLIES & MATERIALS	125.21	7,450.00	291.02	680.37	6,769.63	9.13
MAINTENANCE & REPAIRS	38.99	2,150.00	0.00	38.99	2,111.01	1.81
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	2,175.00	160.43	160.43	2,014.57	7.38
OTHER CHARGES	0.00	13,800.00	2,000.00	2,000.00	11,800.00	14.49
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	9,957.45	64,705.00	5,762.53	12,739.61	51,965.39	19.69
TOTAL POLICE	437,176.20	2,429,700.00	255,560.18	547,485.44	1,882,214.56	22.53
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL SERVICES	0.00	15,000.00	0.00	782.44	14,217.56	5.22
SUPPLIES & MATERIALS	8,760.75	57,914.00	6,878.59	9,945.00	47,969.00	17.17
MAINTENANCE & REPAIRS	7,569.57	45,811.00	1,497.88	5,497.79	40,313.21	12.00
OCCUPANCY	4,892.93	43,650.00	2,486.58	6,615.98	37,034.02	15.16
CONTRACTUAL SERVICES	22,088.26	24,000.00	11,930.11	11,930.11	12,069.89	49.71
OTHER CHARGES	9,548.75	26,825.00	2,707.98	5,245.07	21,579.93	19.55
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	52,860.26	213,200.00	25,501.14	40,016.39	173,183.61	18.77
TOTAL FIRE-VOLUNTEER	52,860.26	213,200.00	25,501.14	40,016.39	173,183.61	18.77

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FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL SERVICES	65,502.57	289,720.00	23,622.54	69,898.40	219,821.60	24.13
SUPPLIES & MATERIALS	2,548.98	10,500.00	399.90	1,888.52	8,611.48	17.99
MAINTENANCE & REPAIRS	11,930.90	15,950.00	0.00	12,549.90	3,400.10	78.68
OCCUPANCY	2,260.86	10,310.00	267.04	2,068.04	8,241.96	20.06
CONTRACTUAL SERVICES	3,783.14	27,850.00	1,299.54	4,851.68	22,998.32	17.42
OTHER CHARGES	4,569.12	7,300.00	873.92	4,144.27	3,155.73	56.77
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	90,595.57	361,630.00	26,462.94	95,400.81	266,229.19	26.38
TOTAL MUNICIPAL COURT	90,595.57	361,630.00	26,462.94	95,400.81	266,229.19	26.38
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL SERVICES	77,512.52	435,470.00	35,922.42	104,027.84	331,442.16	23.89
SUPPLIES & MATERIALS	674.52	16,270.00	1,753.93	3,309.17	12,960.83	20.34
MAINTENANCE & REPAIRS	22.00	1,500.00	0.00	0.00	1,500.00	0.00
OCCUPANCY	1,786.87	11,810.00	485.90	2,093.30	9,716.70	17.72
CONTRACTUAL SERVICES	12,669.12	137,150.00	3,122.65	10,499.56	126,650.44	7.66
OTHER CHARGES	5,264.00	47,600.00	1,458.82	5,691.37	41,908.63	11.96
CAPITAL OUTLAY	0.00	7,000.00	0.00	0.00	7,000.00	0.00
TOTAL 00-NON-PROGRAM	97,929.03	656,800.00	42,743.72	125,621.24	531,178.76	19.13
TOTAL PLANNING & DEVELOPMENT	97,929.03	656,800.00	42,743.72	125,621.24	531,178.76	19.13
HEALTH						
00-NON-PROGRAM						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	71,050.00	17,756.49	17,756.49	53,293.51	24.99
TOTAL 00-NON-PROGRAM	0.00	71,050.00	17,756.49	17,756.49	53,293.51	24.99
TOTAL HEALTH	0.00	71,050.00	17,756.49	17,756.49	53,293.51	24.99
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL SERVICES	136,473.00	594,700.00	50,764.87	155,614.04	439,085.96	26.17
SUPPLIES & MATERIALS	7,515.13	80,800.00	4,746.17	17,791.44	63,008.56	22.02
MAINTENANCE & REPAIRS	17,053.74	66,000.00	6,591.40	15,495.58	50,504.42	23.48
OCCUPANCY	3,361.15	14,010.00	875.22	3,089.57	10,920.43	22.05
CONTRACTUAL SERVICES	8,064.40	34,050.00	1,320.18	4,102.98	29,947.02	12.05
OTHER CHARGES	14,540.15	70,150.00	5,078.99	15,773.43	54,376.57	22.49
CAPITAL OUTLAY	0.00	68,700.00	23,677.80	23,677.80	45,022.20	34.47
TOTAL ADMINISTRATION	187,007.57	928,410.00	93,054.63	235,544.84	692,865.16	25.37

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CONSTRUCTION MANAGER						
PERSONNEL SERVICES	5.84	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONSTRUCTION MANAGER	5.84	0.00	0.00	0.00	0.00	0.00
RECREATION						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	39,500.00	0.00	0.00	39,500.00	0.00
OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECREATION	0.00	39,500.00	0.00	0.00	39,500.00	0.00
PARKS						
PERSONNEL SERVICES	119,393.29	522,810.00	37,079.19	109,345.08	413,464.92	20.91
SUPPLIES & MATERIALS	7,503.52	42,370.00	2,306.77	6,311.09	36,058.91	14.90
MAINTENANCE & REPAIRS	15,496.31	41,550.00	4,332.21	11,040.94	30,509.06	26.57
OCCUPANCY	16,618.86	62,740.00	2,998.08	10,606.84	52,133.16	16.91
CONTRACTUAL SERVICES	3,034.77	12,880.00	957.83	2,137.18	10,742.82	16.59
OTHER CHARGES	1,373.25	6,550.00	841.36	1,882.26	4,667.74	28.74
CAPITAL OUTLAY	0.00	16,000.00	0.00	0.00	16,000.00	0.00
TOTAL PARKS	163,420.00	704,900.00	48,515.44	141,323.39	563,576.61	20.05
BUILDING MAINTENANCE						
PERSONNEL SERVICES	36,765.96	154,228.00	12,900.47	38,192.00	116,036.00	24.76
SUPPLIES & MATERIALS	1,103.59	9,100.00	305.69	1,149.86	7,950.14	12.64
MAINTENANCE & REPAIRS	28.85	3,600.00	1.97	1,123.33	2,476.67	31.20
OCCUPANCY	77.32	472.00	20.46	77.68	394.32	16.46
CONTRACTUAL SERVICES	789.21	1,690.00	328.96	799.84	890.16	47.33
OTHER CHARGES	0.00	110.00	0.00	0.00	110.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BUILDING MAINTENANCE	38,764.93	169,200.00	13,557.55	41,342.71	127,857.29	24.43
TOTAL PUBLIC WORKS	389,198.34	1,842,010.00	155,127.62	418,210.94	1,423,799.06	22.70
LIBRARY						

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-NON-PROGRAM						
PERSONNEL SERVICES	115,113.64	508,650.00	37,540.27	106,162.86	402,487.14	20.87
SUPPLIES & MATERIALS	15,759.37	69,105.00	5,744.87	17,844.06	51,260.94	25.82
MAINTENANCE & REPAIRS	2,983.66	14,000.00	761.50	3,623.59	10,376.41	25.88
OCCUPANCY	7,108.94	37,380.00	1,724.23	7,808.00	29,572.00	20.89
CONTRACTUAL SERVICES	8,888.80	19,920.00	382.00	7,525.30	12,394.70	37.78
OTHER CHARGES	2,002.66	12,135.00	624.23	1,708.76	10,426.24	14.08
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	151,857.07	661,190.00	46,777.10	144,672.57	516,517.43	21.88
TOTAL LIBRARY	151,857.07	661,190.00	46,777.10	144,672.57	516,517.43	21.88
*** TOTAL EXPENSES ***	<u>1,760,367.48</u>	<u>9,175,520.00</u>	<u>836,064.07</u>	<u>2,026,487.30</u>	<u>7,149,032.70</u>	<u>22.09</u>
REVENUES OVER/(UNDER) EXPENDITURES	569,431.31	(426,000.00)	555,041.48	559,192.81	(985,192.81)	131.27-

*** END OF REPORT ***

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CHARGES FOR SERVICES						
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	277,077.17	1,255,000.00	89,027.58	282,188.84	972,811.16	22.49
00-00-4102 WATER SALES-COMMERCIAL	248,734.40	1,041,300.00	74,449.35	247,670.86	793,629.14	23.78
00-00-4103 WATER SALES-PUBLIC AUTH	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4150 PENALTIES	7,693.50	30,000.00	3,168.30	7,916.17	22,083.83	26.39
00-00-4152 WATER TAPPING FEES	3,925.00	1,000.00	0.00	3,425.00	(2,425.00)	342.50
00-00-4154 WATER SERVICE FEES	2,745.15	26,000.00	2,120.00	6,500.50	19,499.50	25.00
00-00-4155 SANITATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4156 OTHER	0.00	100.00	0.00	0.00	100.00	0.00
00-00-4161 SPECIAL PROJECT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER REVENUES	540,175.22	2,353,400.00	168,765.23	547,701.37	1,805,698.63	23.27
WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	193,182.85	838,380.00	66,757.52	204,153.47	634,226.53	24.35
00-00-4202 WASTEWATER SALES-COMMERCIAL	150,421.72	649,340.00	50,908.14	156,718.68	492,621.32	24.14
00-00-4203 WASTEWATER SALES-PUBLIC AUTHO	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4250 PENALTIES	5,063.35	20,000.00	1,920.16	5,154.86	14,845.14	25.77
00-00-4252 SEWER TAPPING FEES	375.00	1,000.00	0.00	375.00	625.00	37.50
00-00-4253 SEPTIC TANK DUMP FEES	20,799.63	100,000.00	4,638.50	10,605.23	89,394.77	10.61
00-00-4256 OTHER	0.00	100.00	0.00	0.00	100.00	0.00
TOTAL WASTEWATER REVENUES	369,842.55	1,608,820.00	124,224.32	377,007.24	1,231,812.76	23.43
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	1,213.85	4,200.00	112.54	844.34	3,355.66	20.10
00-00-4401 INTEREST RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	1,213.85	4,200.00	112.54	844.34	3,355.66	20.10
MISCELLANEOUS						
00-00-4501 GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4505 SANITATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4506 SANITATION PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4512 SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4519 BACKFLOW TESTING COST	2,050.00	3,000.00	0.00	0.00	3,000.00	0.00
00-00-4522 WORKER'S COMPENSATION REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4528 CONSERVATION PROGRAM	10.00	0.00	0.00	0.00	0.00	0.00
00-00-4544 PERSONAL PROPERTY ACQ DEBT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4545 REGULATORY FEES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4546 SPECIAL PROJECT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4547 BY THE WAY CAMPGROUND	3,059.33	15,000.00	2,177.59	5,881.60	9,118.40	39.21
00-00-4548 LCRA/WCID	14,402.57	66,000.00	6,063.40	17,586.70	48,413.30	26.65
00-00-4549 DON STEWART/VICTORIA BANK REI	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	19,521.90	84,000.00	8,240.99	23,468.30	60,531.70	27.94

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL SERVICES	178,079.70	819,670.00	50,829.65	148,419.15	671,250.85	18.11
SUPPLIES & MATERIALS	9,326.88	47,210.00	3,418.23	9,113.60	38,096.40	19.30
MAINTENANCE & REPAIRS	5,419.36	21,630.00	74.24	3,138.01	18,491.99	14.51
OCCUPANCY	5,148.57	23,470.00	1,098.84	4,471.97	18,998.03	19.05
CONTRACTUAL SERVICES	155,068.54	652,870.00	67,030.94	185,835.47	467,034.53	28.46
OTHER CHARGES	8,319.46	31,950.00	2,059.57	4,585.94	27,364.06	14.35
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	657,290.00	54,774.17	164,322.51	492,967.49	25.00
TRANSFERS OUT	188,749.98	171,684.00	14,307.00	42,921.00	128,763.00	25.00
TOTAL ADMINISTRATION	550,112.49	2,435,774.00	193,592.64	562,807.65	1,872,966.35	23.11
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS	145.78	6,800.00	3,147.30	4,889.30	1,910.70	71.90
MAINTENANCE & REPAIRS	45,193.79	130,000.00	4,189.75	7,466.70	122,533.30	5.74
OCCUPANCY	9,156.75	0.00	2,468.21	7,616.22	(7,616.22)	0.00
CONTRACTUAL SERVICES	2,235.85	16,967.00	0.00	116.85	16,850.15	0.69
OTHER CHARGES	0.00	1,500.00	0.00	0.00	1,500.00	0.00
CAPITAL OUTLAY	2,569.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL W/WW DISTRIBUT/COLLECT	59,301.17	160,267.00	9,805.26	20,089.07	140,177.93	12.53
WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	4,922.92	23,500.00	3,183.38	7,011.58	16,488.42	29.84
MAINTENANCE & REPAIRS	21,610.12	76,000.00	1,440.79	9,467.23	66,532.77	12.46
OCCUPANCY	22,784.83	116,000.00	6,950.35	24,967.44	91,032.56	21.52
CONTRACTUAL SERVICES	19,095.50	96,350.00	500.00	20,015.05	76,334.95	20.77
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER PRODUCTION/TREAT	68,413.37	311,850.00	12,074.52	61,461.30	250,388.70	19.71
WW TREATMENT PLANT						
SUPPLIES & MATERIALS	4,039.07	29,800.00	0.00	4,013.37	25,786.63	13.47
MAINTENANCE & REPAIRS	25,280.36	122,100.00	4,223.63	7,491.95	114,608.05	6.14
OCCUPANCY	22,067.68	117,800.00	7,827.04	26,751.31	91,048.69	22.71
CONTRACTUAL SERVICES	16,766.60	49,033.00	345.00	17,886.00	31,147.00	36.48
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WW TREATMENT PLANT	68,153.71	318,733.00	12,395.67	56,142.63	262,590.37	17.61
TOTAL WATER/WASTEWATER DEPT.	745,980.74	3,226,624.00	227,868.09	700,500.65	2,526,123.35	21.71

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
*** TOTAL EXPENSES ***	745,980.74	3,226,624.00	227,868.09	700,500.65	2,526,123.35	21.71
REVENUES OVER/(UNDER) EXPENDITURES	184,772.78	823,796.00	73,474.99	248,520.60	575,275.40	30.17

*** END OF REPORT ***

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	611,476.90	2,329,020.00	235,331.17	627,895.35	1,701,124.65	26.96
TOTAL TAXES & PENALTIES	611,476.90	2,329,020.00	235,331.17	627,895.35	1,701,124.65	26.96
INTEREST INCOME						
00-00-4400 INTEREST EARNED	884.70	3,500.00	57.58	455.00	3,045.00	13.00
TOTAL INTEREST INCOME	884.70	3,500.00	57.58	455.00	3,045.00	13.00
INTERGOVERNMENTAL						
00-00-4418 TEXAS YES GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS						
00-00-4514 MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4529 LCRA HISTORICAL VIDEO GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	612,361.60	2,332,520.00	235,388.75	628,350.35	1,704,169.65	26.94

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2013

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	534,360.14	1,121,440.00	69,438.27	423,544.74	697,895.26	37.77
OTHER CHARGES	0.00	45,000.00	0.00	0.00	45,000.00	0.00
CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	293,625.00	1,186,570.00	97,173.33	291,519.99	895,050.01	24.57
TOTAL 00-NON-PROGRAM	827,985.14	2,353,010.00	166,611.60	715,064.73	1,637,945.27	30.39
TOTAL HOTEL/MOTEL TAX FUND	827,985.14	2,353,010.00	166,611.60	715,064.73	1,637,945.27	30.39
*** TOTAL EXPENSES ***	827,985.14	2,353,010.00	166,611.60	715,064.73	1,637,945.27	30.39
REVENUES OVER/(UNDER) EXPENDITURES	(215,623.54)	(20,490.00)	68,777.15	(86,714.38)	66,224.38	423.20

*** END OF REPORT ***

**CITY OF BASTROP, TEXAS
MONTHLY FINANCIAL REPORT
AND QUARTERLY INVESTMENT REPORT
FOR PERIOD ENDING DECEMBER 31, 2013**



**CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2013**

Fiscal year 2014 is 3 month or 25% completed as of December 31, 2013.

- General Fund revenues reflect \$2,585,680 collected or 29.55% of the budgeted revenue received. Expenditures represent \$2,026,487 or 22.09% of the budget spent.
- Water/ Wastewater Fund revenues reflect 23.43% collected or \$949,021. Expenditures represent 21.71% spent or \$700,501.
- The Electric Fund revenues reflect 23.61% collected or \$1,643,375. Expenditures represent 23.12% spent or \$1,592,411.
- The Hotel /Motel Fund revenues reflect 26.94% collected or \$628,350. Expenditures represent 30.39% spent or \$715,065.

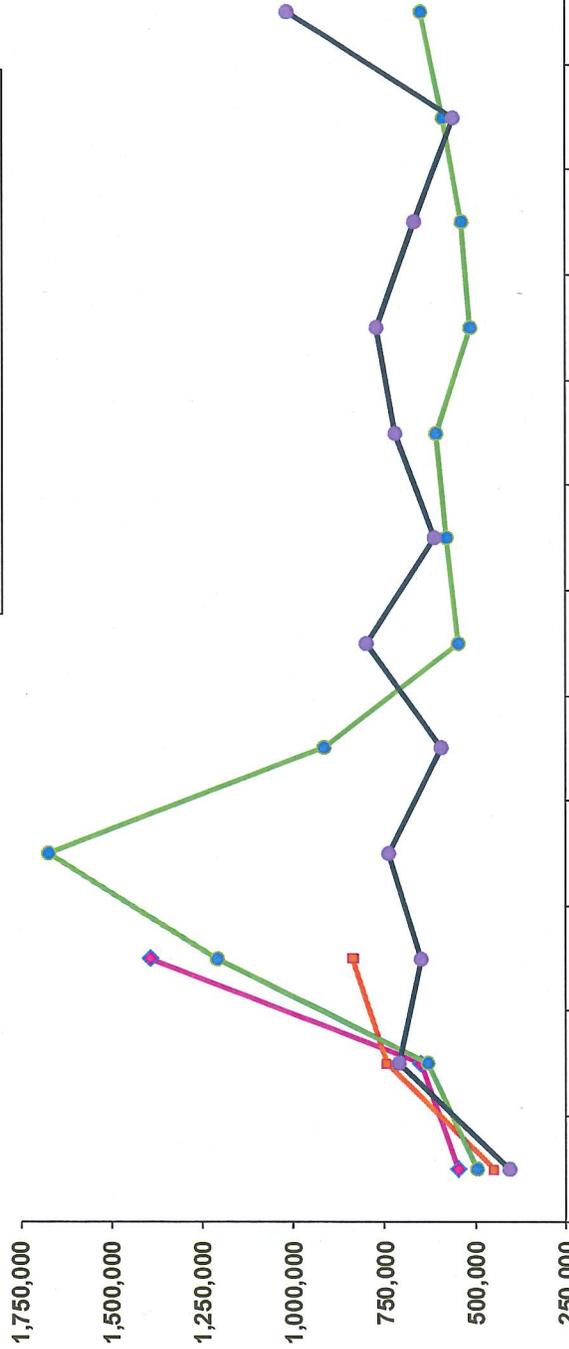
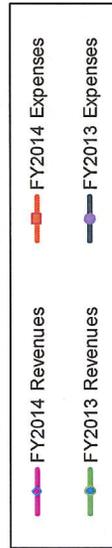
Revenues

	FY 2014 Budget	FY 2014 Actual	% of FY2014 Budget	FY 2014 Budget	FY 2014 Actual	% of FY2014 Budget
General Fund	\$ 8,749,520	\$ 2,585,680	29.55%	\$ 9,175,520	\$ 2,026,487	22.09%
WWWW Fund	\$ 4,050,420	\$ 949,021	23.43%	\$ 3,226,624	\$ 700,501	21.71%
Electric Fund	\$ 6,960,000	\$ 1,643,375	23.61%	\$ 6,888,600	\$ 1,592,411	23.12%
Hotel Motel Fund	\$ 2,332,520	\$ 628,350	26.94%	\$ 2,353,010	\$ 715,065	30.39%

Expenditures

**GENERAL FUND REVENUE & EXPENDITURES
AS OF DECEMBER 31, 2013**

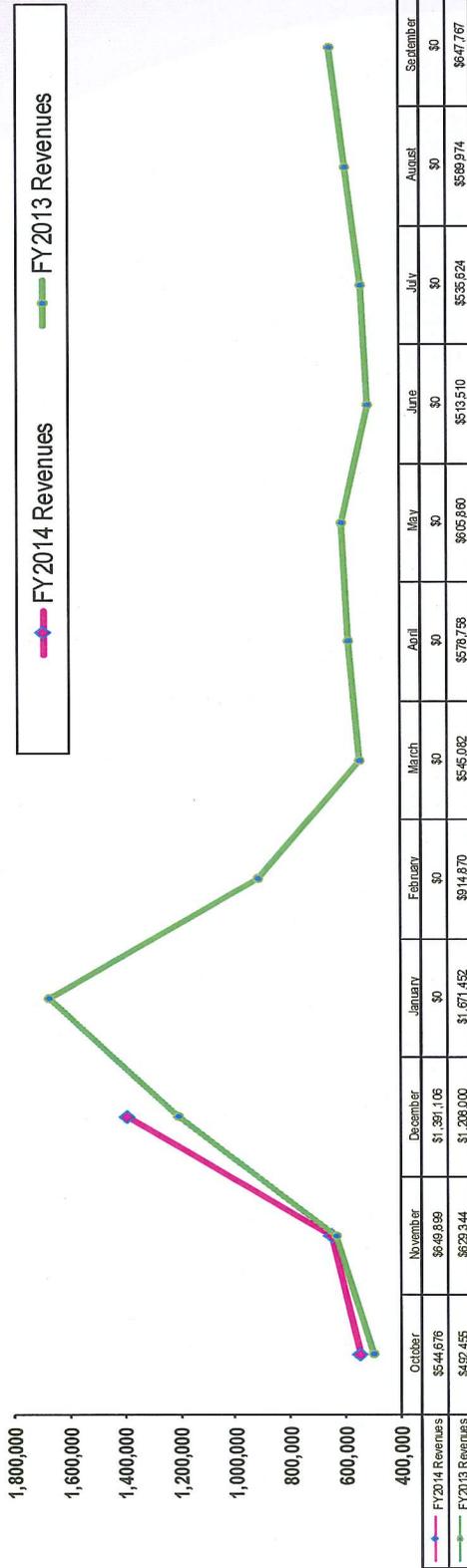
Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.



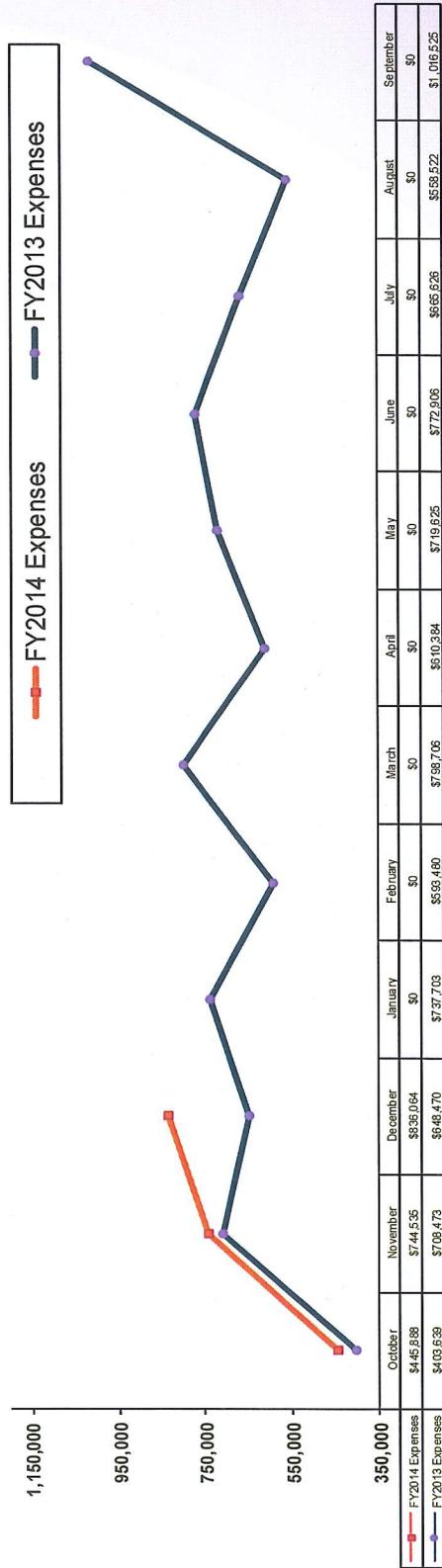
	October	November	December	January	February	March	April	May	June	July	August	September
FY2014 Revenues	\$544,676	\$649,899	\$1,391,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY2014 Expenses	\$445,888	\$744,535	\$836,064	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY2013 Revenues	\$492,465	\$629,344	\$1,208,000	\$1,671,452	\$914,870	\$545,082	\$578,758	\$605,860	\$513,510	\$535,624	\$589,974	\$647,767
FY2013 Expenses	\$403,639	\$708,473	\$648,470	\$737,703	\$593,480	\$798,706	\$610,354	\$719,625	\$772,906	\$665,626	\$558,522	\$1,016,525

GENERAL FUND REVENUE & EXPENDITURES
AS OF DECEMBER 31, 2013

FY 2013 & 2014 Revenues

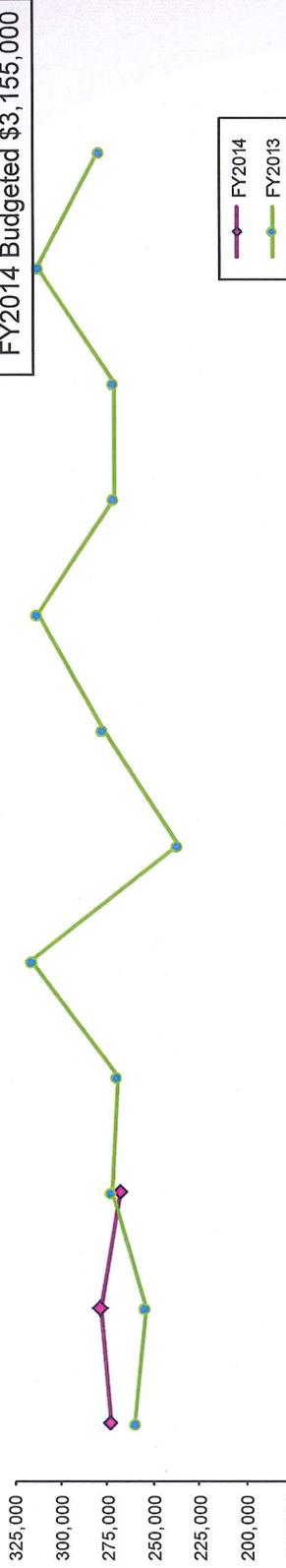


FY 2013 & 2014 Expenditures



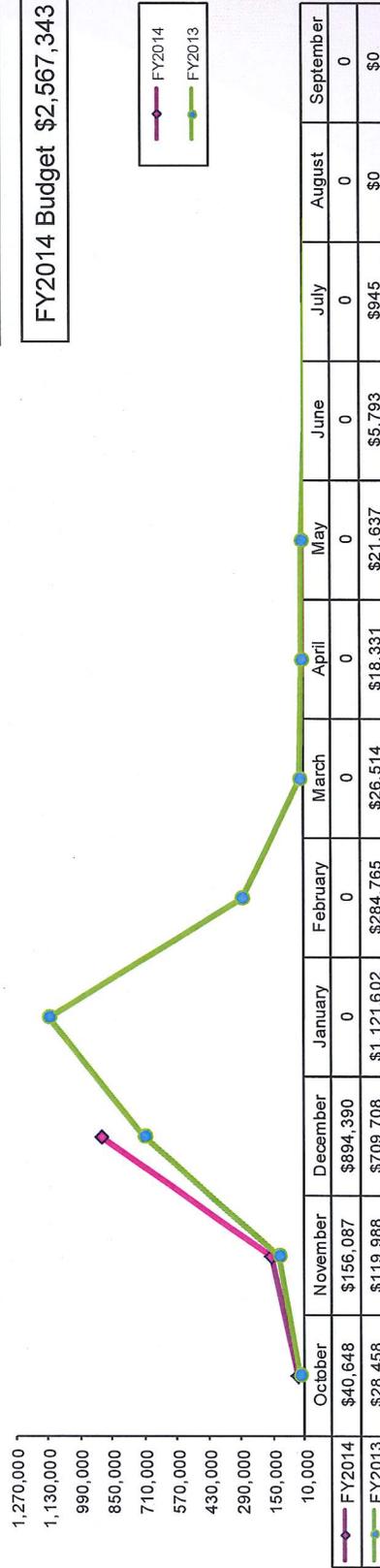
**GENERAL FUND REVENUE
AS OF DECEMBER 31, 2013**

Sales Tax



	October	November	December	January	February	March	April	May	June	July	August	September
FY2014	\$273,259	\$278,221	\$287,369	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY2013	\$259,717	\$254,073	\$272,089	\$268,700	\$315,651	\$235,900	\$276,211	\$311,413	\$269,656	\$269,893	\$310,963	\$277,849

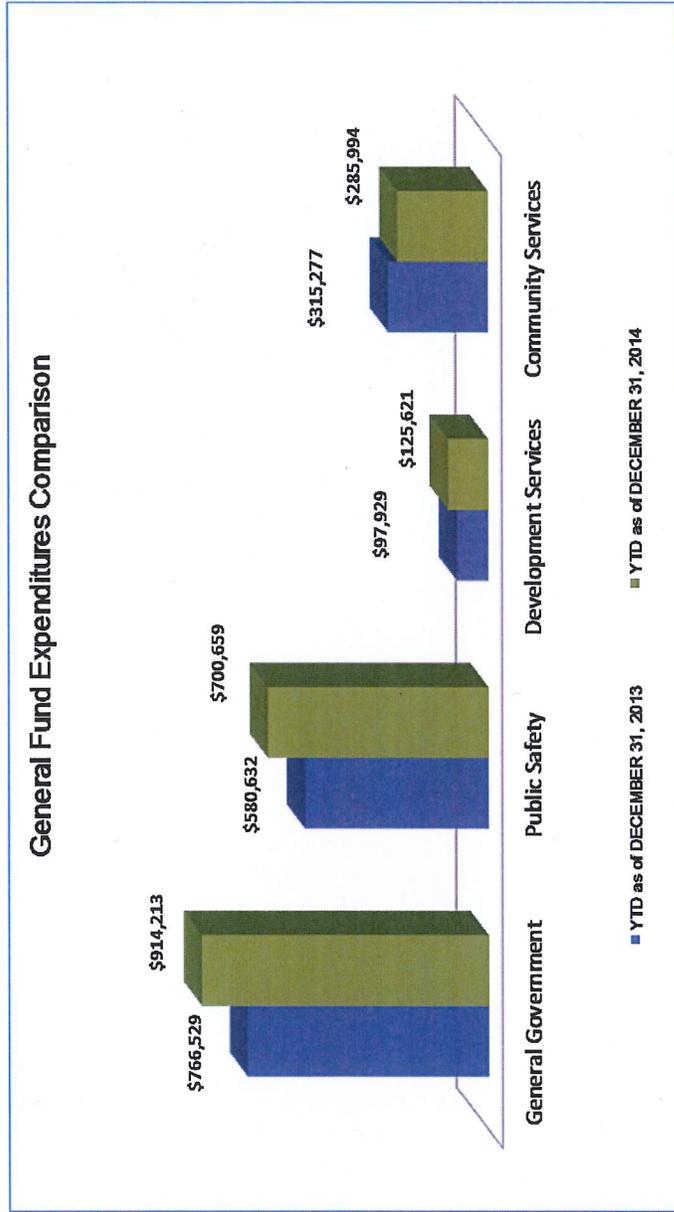
Ad Valorem Taxes



FY2014 YTD \$1,091,125
FY2014 Budget \$2,567,343

	October	November	December	January	February	March	April	May	June	July	August	September
FY2014	\$40,648	\$156,087	\$894,390	0	0	0	0	0	0	0	0	0
FY2013	\$28,458	\$119,988	\$709,708	\$1,121,602	\$284,765	\$26,514	\$18,331	\$21,637	\$5,793	\$945	\$0	\$0

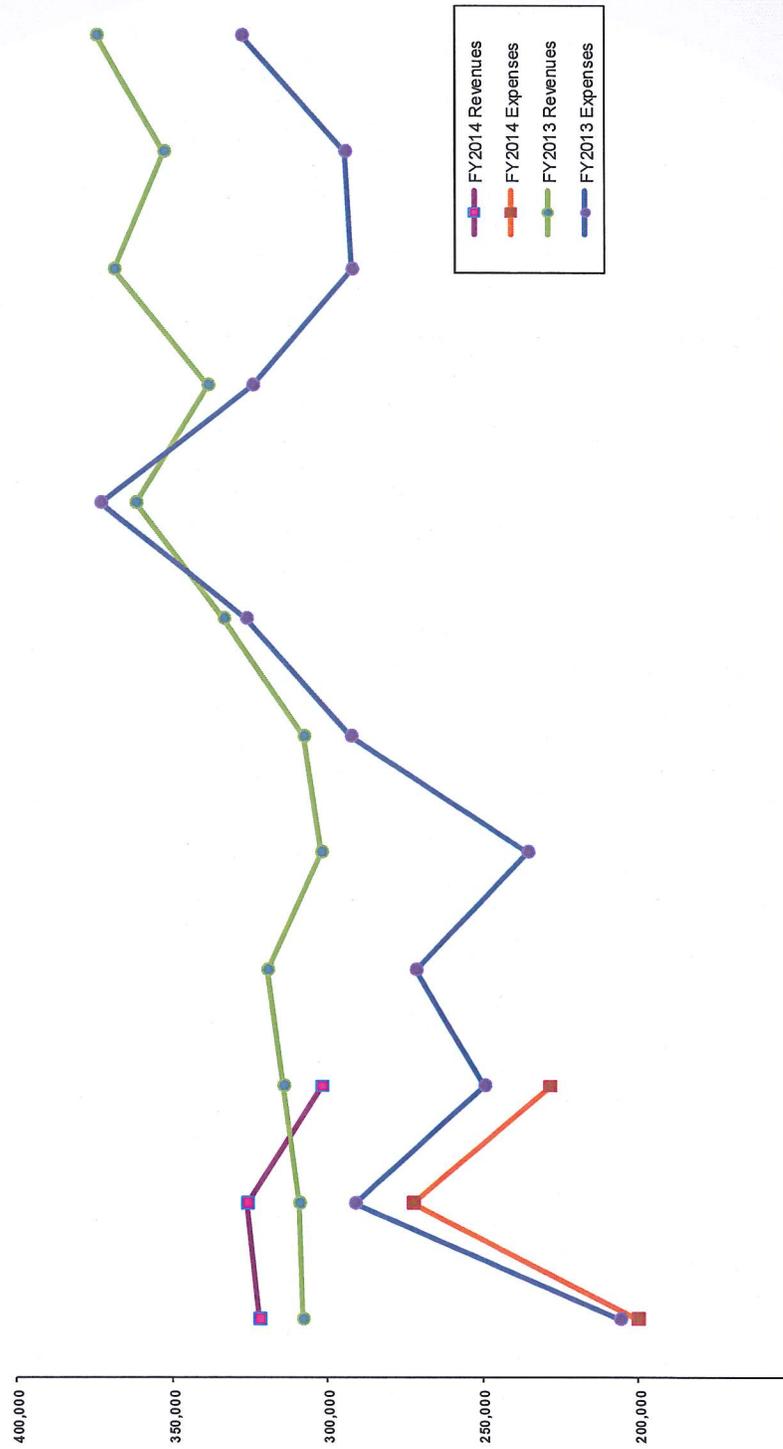
**GENERAL FUND EXPENDITURES
AS OF DECEMBER 31, 2013**



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

WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2013

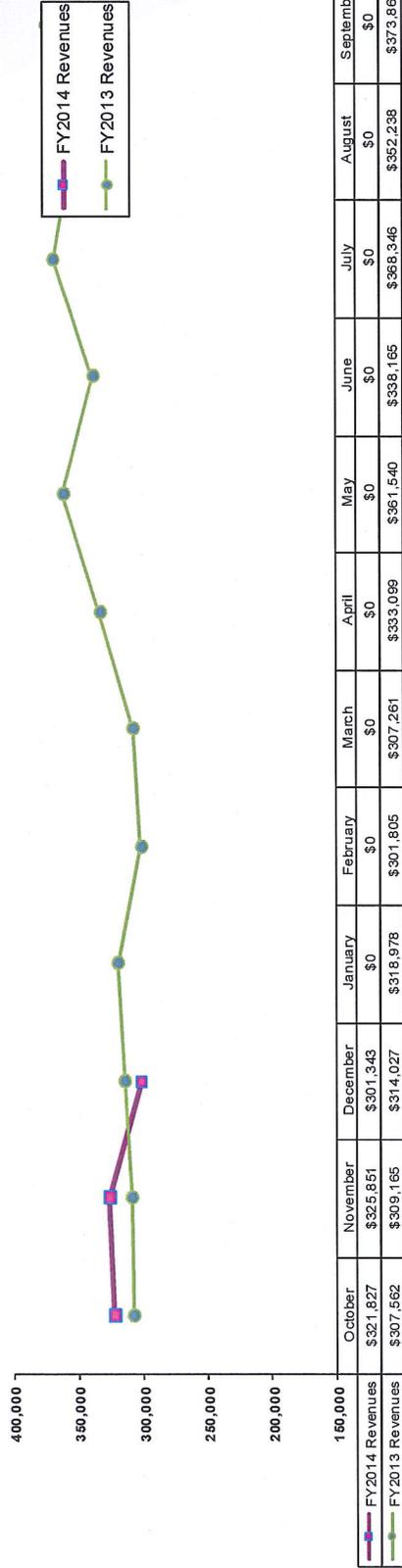
Water/Wastewater Fund Revenues Year-to-date (YTD) as of December 31, 2013 are \$949,021 or 23.43% of the year.



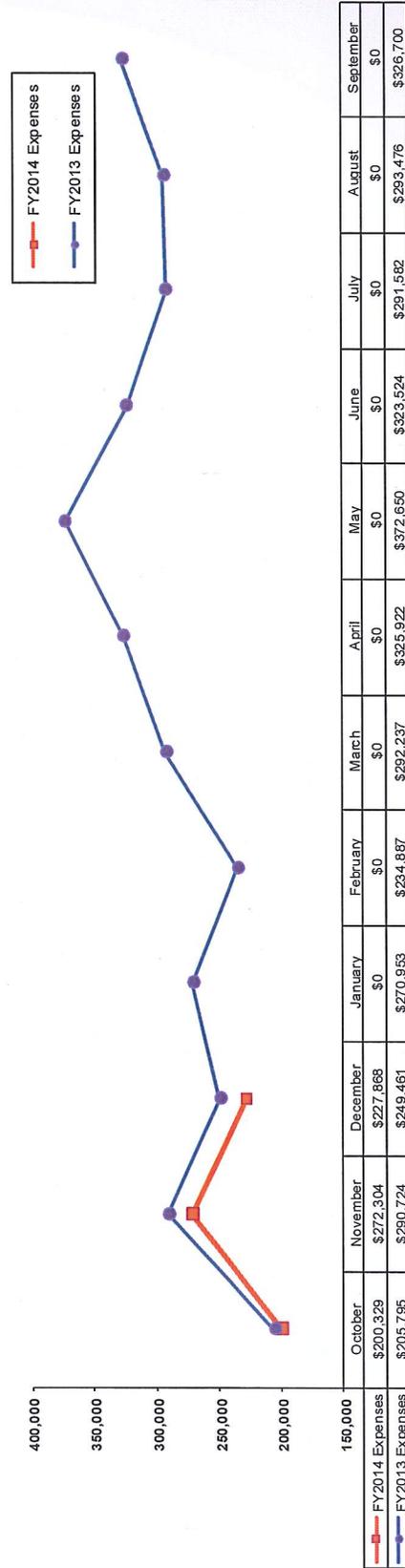
	October	November	December	January	February	March	April	May	June	July	August	September
FY 2014 Revenues	\$321,827	\$325,851	\$301,343	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2014 Expenses	\$200,329	\$272,304	\$227,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2013 Revenues	\$307,562	\$309,165	\$314,027	\$316,978	\$301,805	\$307,261	\$333,099	\$361,540	\$338,165	\$366,346	\$352,238	\$373,864
FY 2013 Expenses	\$205,795	\$290,724	\$249,461	\$270,953	\$234,887	\$282,237	\$325,922	\$372,650	\$323,524	\$291,582	\$283,476	\$326,700

WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2013

FY 2013 & 2014 Revenues

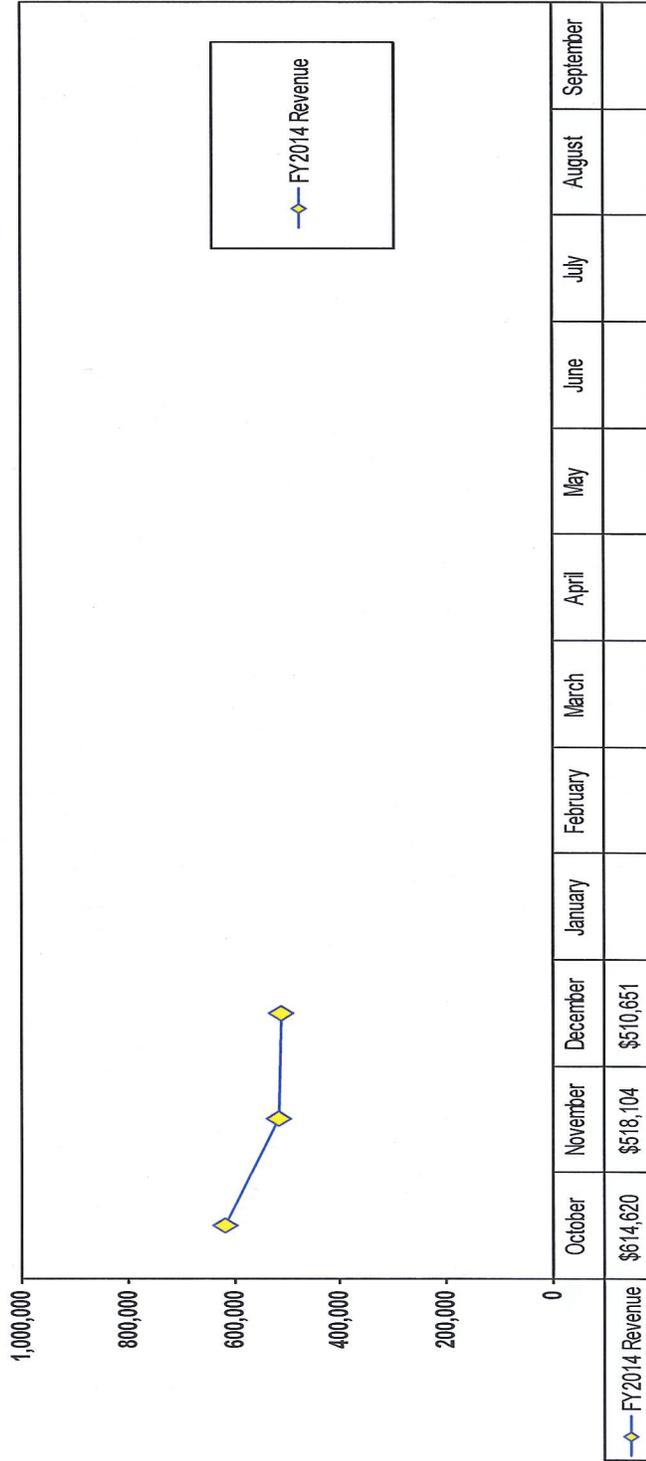


FY 2013 & 2014 Expenditures



**BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE
AS OF DECEMBER 31, 2013**

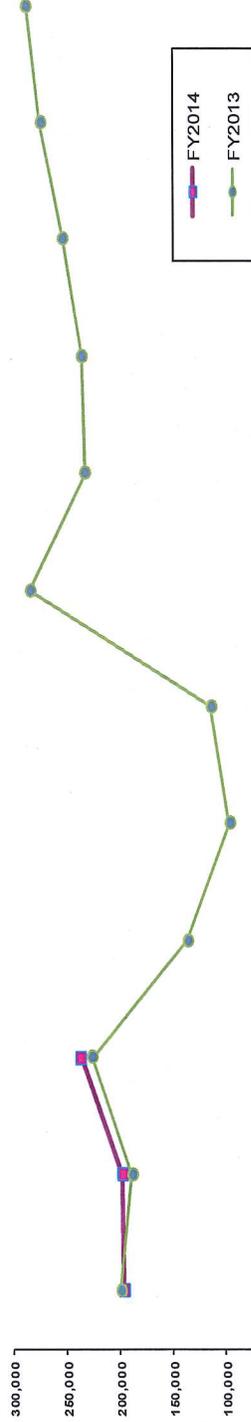
□ Electric Fund Revenues Year-to-date (YTD) as of December 31, 2013 are \$1,643,375 or 23.61% of the FY2014 adopted budget.



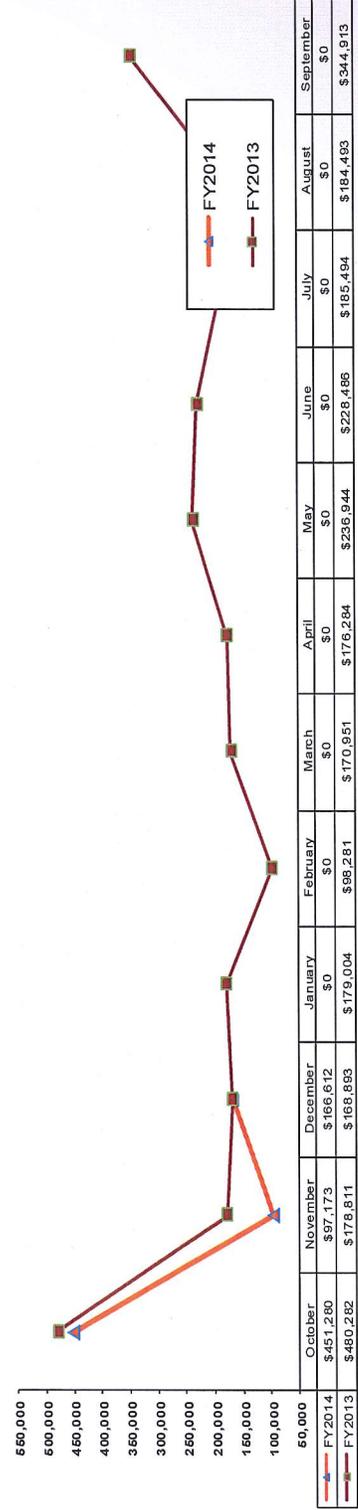
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES AS OF DECEMBER 31, 2013

- Revenues as of December 31, 2013 represent YTD earned revenue of \$627,895. Due to an audit adjustment that accrues our revenue into the period it was earned, the revenue earned in October is an estimate.
- Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses



City of Bastrop
Quarterly Investment Summary
As of December 31, 2013

TEXPOOL

09/30/2013 Beginning Book and Market Value Balance \$18,265,820
Additions/ Changes to Market Value \$12,102,617
12/31/2013 Ending Book and Market Value Balance \$30,368,437
Accrued Interest for Reporting Period: \$2,617.78
Weighted Average Maturity (WAM): 50 days
Average Monthly Yield, on a simple basis: .04%

CERTIFICATES OF DEPOSIT

09/30/2013 Beginning Balance and Market Value \$1,500,000
Additions/ Changes to Market Value \$0
12/31/2013 Current Balance and Market Value \$1,500,000
Maturity Date: 04/26/2014
Term Date: 365 days
Current Rate: .90 %

POOLED CASH

09/30/2013 Beginning Book and Market Value Balance \$203,897.55
Additions/ Changes to Market Value \$323,426.01
012/31/2013 Ending Book and Market Value Balance \$527,323.56
Accrued Interest for Reporting Period: \$766.19

FINANCIAL STATEMENT REPORTS ARE ATTACHED

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

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AND
GOOD SOUL BREWING COMPANY, LLC**

This Economic Development Agreement (this "Agreement") is entered into by and between Good Soul Brewing Company, LLC, a Texas limited liability company, and its successors and assigns (the "Owner" or "GSB"), the Bastrop Economic Development Corporation, a public instrumentality and 4B non-profit industrial development corporation (the "BEDC") which is incorporated under the State law set forth in the Local Government Code, Section 501, *et seq.*, as amended. The Owner and the BEDC may be referred to jointly as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, BEDC is legally authorized to provide certain economic development incentives to the Owner in recognition of the economic benefits that will occur as a result of the Owner's development of a local brewery, bottling, distribution, on-site sampling and retail store, to be located in the Industrial Park ("Project").

WHEREAS, the BEDC desires to offer incentives to the Owner which will enable the Owner to develop the Land as a brewery bottling, distribution on-site sampling and retail store; and

WHEREAS, the BEDC has determined that development of the property (**the "Land"**) as is more particularly described on Exhibit "A" ("Legal Description of Property"), will contribute to the economic development of the City by generating sales tax and employment and sales tax revenue in the community.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BEDC and the Owner agree as follows:

**1.
AUTHORITY**

The BEDC's execution of this Agreement is authorized by Chapter 501 of the *Texas Local Government Code*, and constitutes a valid and binding obligation of the BEDC subject to the condition precedent that Owner acquires the appropriate land, obtain financing to develop the Project, complete development and improvements related to the Project, and fulfill all obligations, as specified herein.

The Owner's execution and performance of this Agreement constitutes a valid and binding obligation of Owner for the Owner to proceed with the Project. Owner acknowledges that BEDC is acting in reliance upon Owner's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

2. DEFINITIONS

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. In certain circumstances, the BEDC in its sole discretion, may accept substantial compliance in lieu of full compliance and may waive the act of default by the Owner, and visa-versa.

2.2 "Certificate of Occupancy" shall mean that final document issued by the City of Bastrop, Texas, entitled "Certificate of Occupancy", indicating that all applicable codes, regulations, and ordinances enforced by the City of Bastrop have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, nor any temporary or "conditional" document, authorizing temporary or conditional occupancy.

2.3 "Incentive Payment(s)" means money paid by the BEDC to the Owner, rebating the real Land investment amount by the Owner, to incentivize Owner's development of the Project.

2.4 "City of Bastrop" or "City" means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Bastrop, and the area that is within the City's ETJ and/or Bastrop County, Texas.

2.5 "Code" means the Bastrop Code of Ordinances in effect on the date the Project construction plans, permits, and related documents are approved by the City.

2.6 "Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) all or a portion of its rights and obligations contained in this Agreement, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or partnership interest of Owner.

2.7 “Effective Date” means the date upon which this Agreement has been signed by both Parties.

2.8 “Force Majeure” means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party’s ability to perform any act required under this Agreement.

2.9 “Construction Documents” shall mean construction plans approved by the City, related to construction of the Project.

2.10 “Owner” means Good Soul Brewing Company, a Texas limited liability company, action by and through its duly authorized manager and sole member, Kenneth Jones.

2.11 “Project” means the development of the Land as a brewery, with kegging, bottling or canning capability, distribution, on-site sampling and retail store; for the purposes of enhancing employment and generating sales tax, within the Bastrop community. Details related to the Project are set forth in Exhibit “B” (“Project Description”), attached hereto and incorporated herein for all purposes, but shall have a facility with a minimum of 8,000 sq. ft. in the initial phase, and with subsequent 1,000 sq. ft. expansion, up to a minimum of a total of 9,000 sq. ft.

2.12 “Minimum Investment Amount” means the Owner’s minimum investment for construction of the Project in the minimum amount of \$1,000,000.00, which does not include money for Owner’s purchase of the Land.

3. TERM

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of: (a) the expiration of the Incentive Term; or (b) upon termination or default as provided for herein (the “Term”).

4. DESIGN CRITERIA/DEVELOPMENT STANDARDS/MAINTENANCE

4.1 Owner agrees to comply with the Code in effect upon the Effective Date, as amended or supplemented by this Agreement. Notwithstanding the foregoing, Owner, in its sole discretion, may choose to comply with any or all City rules promulgated after the date of the Code.

4.2 It shall be the duty and responsibility of the Owner to ensure that the Land and the buildings and improvements located thereon are consistently maintained in good order and condition and state of repair in accordance with other first class brewery, with kegging, bottling or canning capability, distribution, on-site sampling and retail store, located in Central Texas, including, but not limited to, sweeping and removal of trash, litter and refuse, painting of structures and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and proper disposal of any and all production wastes from the Land, clearing of waste from manufacturing process and ice and snow from driveways and parking areas, and maintenance and repair of fencing, lighting fixtures and signs. The failure or refusal of Owner, at any time during the Term, to fulfill or perform any of the obligations contained in this Section 4.2 shall constitute an event of default under this Agreement if such failure or refusal shall continue without correction for a period of thirty (30) days from and after written notice from City and/or the BEDC to Owner; provided, however if due to the nature of said obligation, the same could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an event of default shall not be deemed to have occurred if Owner has been continuously, diligently pursuing the fulfillment or performance of the obligation and shall thereafter continuously and diligently proceed therewith until completion. With respect to any event of default under this Section 4.2, the BEDC shall have, as its sole and exclusive remedy, the right, but not the obligation, after such notice and cure period to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner. To effectuate any such cure, either the City or the BEDC shall have the right to enter upon the Land to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. In the event the City cures a default during the Term, the defaulting Owner shall reimburse City for all reasonable and out-of-pocket costs and expenses incurred in connection with the uncured condition and such curative action within thirty (30) days of receipt of demand, together with reasonable documentation supporting the costs incurred and/or expenditures made.

5.

BEDC OBLIGATIONS

5.1 The BEDC will sell to GSB the Land, comprised of two tracts of land in the Industrial Park that, have a combined area of approximately 3.74 acres. [*Tract 5, Block D; Lot 3-A(1), which is approximately 2 acres, and Tract 6, Block D; Lot 3-A(2), which is approximately 1.745 acres, as referenced in the recitals and more fully defined in Exhibit "A".*]

5.2 The BEDC will sell the Land to GSB for a total of \$97,000. ("Purchase Price") for construction and operation of the Project.

5.3 The BEDC will place 10% of the Purchase Price, (“Incentive Funds”) (i.e., \$9,700), into a designated incentive account at the time of closing the sale on the Land. These Incentive Funds will be rebated back to GSB, in the future, based upon GSB’s successful performance of the agreed upon “Incentive Milestones.” [See Section 6.3, below, for a basic outline of the Incentive Milestones that will apply.]

6.

OWNER’S COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES

Owner makes the following covenants and warranties to the City and to BEDC, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Owner.

6.1 GSB’S Employment Obligations:

Enhancing employment opportunities in Bastrop is a seminal objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, GSB will contractually commit to continuously employ the number of “full-time”/“full-time equivalent” employees (“FTE”) (i.e., 1,820 hours/year), shown below. The Parties agree that the ‘term’ of the first ‘Operational Year’ will begin the day the permanent Certificate of Occupancy is issued by the City, and that each Operational Year, thereafter, will be a period of 365 days. Note: GSB’s Employment Obligations will be measured by Operational Year, as shown below, and not by years congruent with the annual anniversary date of the agreement.

NEW EMPLOYEE COUNT PER GSB’S “OPERATIONAL YEAR”

OPERATIONAL YEAR	# OF NEW FTES TO BE ADDED IN OP. YR.	TOTAL FTES
1	6	6
2	2	8
3	2	10
4	2	12
5	2	14
6	2	16
7	2	18
8	2	20
9	2	22
10	2	24
11	0	24
12	0	24
13	0	24

Upon reaching the maximum number of FTEs, i.e., FTE, GSB 24 will continuously employ those 24 FTEs for a period of a minimum of 3 years, at which time GSB's employment obligations under the incentive agreement shall be fully satisfied ("Incentive Term"). This may not occur until Operational Year 13. However, it might result earlier. By way of example only, should GSB ramp-up its operations and employment to utilize 24 FTEs in Operational Year 5, and continue to employ the 24 FTEs until Operational Year 8, then the employment obligations for Operational years 9 and 10 would be deemed to have been completed successfully, at the end of year 8, and GSB's employment obligations would cease at that time.

6.2 GSB's Construction Obligations: Owner shall construct a Facility with a minimum of 8,000 sq. ft., under climate control, for the initial phase, and with a subsequent 1,000 sq. ft. expansion to be added no later than eighteen (18) months after completion of the initial phase, expanding the facility to not less than a total of 9,000 sq. ft., under climate control; provided however, that areas within the brewery which are typically not air-conditioned, such as the brewhouse and the steam room, shall be considered "climate controlled" for purposes of making this calculation.

6.3 Incentive Milestones: The Incentive Milestones and related reimbursements by the BEDC, will be as follows:

- 1) Upon: (i) completion of construction of the Facility in the Industrial Park, with the initial phase to be a minimum of 8,000 total sq. ft., under climate control and with a construction value of a minimum of \$1 million, and (ii) issuances of the permanent Certificate of Occupancy by the City, for the Facility, the BEDC will rebate to GSB 25% of the agreed upon incentive amount, i.e., \$2,425.00.
- 2) Upon demonstrating that the Project has achieved 10 FTEs and that it has maintained that level of employment for at least twelve (12) consecutive months, the BEDC will rebate an additional 25% of the agreed upon incentive amount in escrow, i.e., \$2,425.00.
- 3) Upon demonstrating that the Project has had five (5) continuous years of employment of eighteen (18) FTEs, the BEDC will rebate the remaining 50% of the agreed upon incentive amount, i.e., \$4,850.00.

6.4 Purchase of Land. Owner shall acquire fee ownership of the Land and any improvements that are located on the Land. The Parties agree that, as per the 2012 Paul Hornsby appraisal, the 2012 appraised value of the Land, including the existing improvements, is approximately \$97,000.

6.5 Minimum Investment Amount. After acquisition, Owner shall develop the Land and improvements thereon with a minimum investment of \$1 million, which work shall be completed on or before the end of 27 months following the Effective Date.

6.6 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.7 The execution of this Agreement has been duly authorized by Owner's general partner(s), if any, and the individual signing this Agreement is empowered to execute such Agreement and bind the partnership, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of Owner's partnership agreement, or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound, such authority to be evidenced by a partnership resolution, attached hereto at the time of execution.

6.8 No litigation or governmental proceeding is pending or, to the knowledge of Owner or Owner's officers, threatened against or affecting Owner that may result in any material adverse change in Owner's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

6.9 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Owner has not been informed of any potential involuntary bankruptcy proceedings.

6.10 To its current, actual knowledge, Owner has acquired and maintained all necessary rights, licenses, permits and authority currently required to carry on its business in Bastrop, Texas, and will continue to use its best efforts to acquire and maintain all necessary rights, licenses, permits and authority.

6.11 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.12 Owner shall timely acquire and provide evidence of same to the BEDC, fiscal assurance instruments and/or performance bonds in a total amount required to cover all construction obligations related to the Project.

6.13 Owner shall diligently and faithfully, in good and workmanlike manner, pursue the completion of the Project, which shall be completed no later than the end of the 27th full calendar months following the Effective Date.

6.14 Owner shall purchase all public utility services required for the Project offered by the City for a period of at least ten (10) years from the date of issuance of the Certificate of Occupancy.

7.**Suspension of Payments/CESSATION OF OPERATIONS**

7.1 The BEDC, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement and all future payment obligations shall automatically cease upon any one of the following events, which are an Act of Default:

- a. The appointment of a receiver of Owner, or of all or any substantial part of its Land, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- b. The adjudication of Owner as bankrupt.
- c. The filing by Owner of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

7.2 Cessation of Operations/BEDC's Right to Reacquire the Land and the Facility. In the event that GSB ceases its operations at the Facility in the Industrial Park, then GSB will have the opportunity to assign or sell its ownership rights to the Land and Facility to another party. However, if the sale or assignment is not completed within 18 months of GSB's cessation of operations, then GSB will be contractually obligated to provide the BEDC the right purchase the Land and the Facility (not to include any equipment or inventory) from GSB at an amount equal to the then current Fair Market Value, as determined by an independent third party appraisal. Should BEDC decline to make the purchase within 6 months of the Parties receipt of the FMV appraisal, then, GSB will be open to market, sell or lease the Facility to another party of its choosing.

8.**Reporting and Monitoring**

8.1 The BEDC shall, upon reasonable prior written notice to Owner and during normal business hours, but in any event not more than two (2) times per calendar year, have the right to audit and inspect Owner's records and books and all other relevant records related to each of the economic development considerations and incentives and performance requirements, as stated in this Agreement, but the confidentiality of such records and information shall be maintained, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General. The failure to comply with these reporting and monitoring provisions shall constitute an Act of Default.

9.
Owner's Liability

9.1 Should Owner fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement (except as expressly provided for in Section 4.2 herein) such failure shall be an Act of Default by Owner and, if not cured and corrected within thirty (30) days after written notice to do so, BEDC may cease making any further economic payments pursuant to this Agreement and shall have the right to draw down on any fiscal posted by Owner.

9.2 In consideration of and precedent to the City's and BEDC's grant of the economic incentives noted herein, Owner acknowledges and agrees that should Owner fail to make the renovations and improvements set forth herein, fails to comply with the Employment requirements provided above, or ceases to operate the Project prior to the expiration of the Agreement (i.e., 7 years from the Effective Date of the Agreement), the Owner shall be responsible for repayment of any economic incentive received from the City and the BEDC as of the time of the failure to perform.

9.3 Any delay for any amount of time by BEDC or the City in providing notice of Default to Owner shall in no event be deemed or constitute a waiver of such Default by BEDC or the City of any of their rights and remedies available in law or in equity.

9.4 Any waiver granted by BEDC or the City to Owner of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Owner or of a subsequent Act of Default of the same act or event by Owner.

10.
BEDC Liability Limitations

Should the BEDC fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by BEDC and BEDC and shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Owner. Owner specifically agrees that BEDC shall only be liable to Owner for the work and the grants provided for herein, and shall not be liable to Owner for any alleged or actual consequential damages or other fees or costs, including but not limited to interest, attorneys fees, or court costs.

11.
Land Use

11.1 The Parties agree that the Land shall be used in a manner that is compliant with uses consistent with other first class, Central Texas breweries, bottling and distribution operations. The Parties agree that all site development standards and requirements for use of Land located in the "Light Industrial" classification shall apply to

the Project unless specifically superseded by the standards and requirements of this Agreement.

12.

Miscellaneous Provisions

12.1 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement by the BEDC and Owner.

12.2 Mutual Assistance/Good Faith. The Parties agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Land.

12.3 Representations and Warranties. The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

12.4 Attorney's Fees. If any legal action or proceeding is commenced between the BEDC and/or the Owner to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

12.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12.6 Termination. If the Owner elects not to proceed with the acquisition of the Land or the development of the Project, as contemplated by this Agreement, the Owner will notify the BEDC in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. In the event of Termination, the Owner shall be responsible for repayment of any economic incentive received from the BEDC which was paid prior to the time of the failure to perform, plus all professional costs to the BEDC in preparing any agreements or documents related to the Project, if any.

12.7 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is

also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Owner: Kenneth Jones, Esq.
Armbrust and Brown, PLLC
100 Congress Ave., Suite 1300
Austin, TX 78701
Phone: 512.435.2312
Fax: 512.435.2360

BEDC Bastrop Economic Development Corporation
Attn: Steve Mills and/or Dave Quinn
903 Main Street
Bastrop, Texas 78602-3809
Phone: (512) 303-9700
FAX: (512) 321-4191

With a copy to: Bastrop Economic Development Corporation
Attn: Jo-Christy Brown, Esq.
1411 West Ave., Ste. 100
Austin, Texas 78701
Ph: (512) 236-1000
Fax: (512) 236-1910

All Parties may designate a different address at any time by giving Notice to the other Parties.

12.8 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

12.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the BEDC, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

12.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on

behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

12.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.13 No Third Party Beneficiaries. This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

12.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

12.15 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes.

<u>Exhibit "A"</u>	Legal Description of Land
<u>Exhibit "B"</u>	Project Description

[Signature Page to Follow]

EXECUTED to be effective as of the _____ day of _____, 201__.

OWNER:

Good Soul Brewing Company,
a Texas limited liability company

By: _____
Name: Kenneth Jones,
Title: Manager and Sole Member

APPROVED BY BEDC:

**BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Name: Steve Mills
Title: Chair of the BEDC Board of Directors

Approved As To Form:

Jo-Christy Brown, Attorney for BEDC

CITY OF BASTROP

AGENDA ITEM **D-4**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: February 5, 2014

MEETING DATE: February 11, 2014

- 1. Agenda Item: Consideration, discussion and possible action on a resolution from the Bastrop Economic Development Corporation recommending that the Bastrop City Council pass a resolution committing the City of Bastrop's support for the Pecan Pointe, LP, affordable housing project, and approving BEDC's funding assistance of same, in the amount of a \$68,000 loan.
- 2. Party Making Request: David Quinn, BEDC Executive Director
- 3. Nature of Request: (Brief Overview) Attachments: Yes No

Recognizing that the Bastrop area is in need of affordable, workforce rental housing, at the Board Meeting on 01/27/14, the Bastrop Economic Development Corporation Board of Directors voted to pass a resolution in support of the Pecan Pointe Apartment Project, and to commit a \$68,000 loan toward the project, with City Council's approval.

Attached for the Council's review is a summary document about the project, as well as a copy of the presentation that Stacy Kaplowitz of Herman & Kittle Properties made at the 01/27/14 BEDC Board Meeting.

- 4. Policy Implication: _____
- 5. Budgeted: Yes No N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
- 6. Alternate Option/Costs: _____
- 7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
- 8. Staff Recommendation: _____
- 9. Advisory Board: Approved Disapproved None
- 10. Manager's Recommendation: Approved Disapproved None
- 11. Action Taken: _____

DRAFT 1.30.14

RESOLUTION No. R-2014-____

A RESOLUTION OF THE BASTROP CITY COUNCIL EXPRESSING APPROVAL OF ACTION TAKEN BY THE BEDC WHEREBY THE BEDC COMMITTED FUNDING FOR SUPPORT OF PECAN POINTE, LP'S PROPOSED DEVELOPMENT OF AFFORDABLE [WORKFORCE] RESIDENTIAL PROPERTIES IN THE CITY OF BASTROP, TEXAS, AND EXPRESSING SUPPORT OF AN APPLICATION BY PECAN POINTE, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) HOME FUNDS FOR SAME

WHEREAS, The Bastrop Economic Development has provided the City Council with a Resolution demonstrating the Board's support of and funding for a project proposed by Pecan Pointe, LP, to develop affordable, workforce rental housing, on an +/- 11.20 acre site, located within the Mozea Rousseau Survey, A-56, located south of Childers Drive, which development is to be named "Pecan Pointe" and which is to be located in the City of Bastrop; and

WHEREAS, Pecan Pointe, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA), for 2014 Low Income Housing Tax Credit Program funds for the Pecan Pointe development; and

WHEREAS, the application by Pecan Pointe, LP to TDHCA, for the funding of tax credits for the Pecan Pointe Development in Bastrop requires a match of local funds in the form of either a 'loan' or 'in kind' contribution, which BEDC has indicated it will provide; and

WHEREAS, the City Council has reviewed the Resolution from and recommendation made by BEDC Board of Directors related to support for the proposed Pecan Pointe Development and has determined that it will provide needed workforce housing for a group of residents in the Bastrop community, and that by doing so, it will spur economic vitality and job growth and, thus, the development merits the support of both the BEDC and of the City.

NOW THEREFORE BE IT RESOLVED BY THE DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The City Council hereby commits its approval of and support of the decision made by the Directors of the BEDC, at a meeting held on January 27, 2014,

wherein the BEDC Board did formally vote to commit development funding to Pecan Pointe, LP, in an amount of \$68,000, for use on the proposed development of affordable rental housing, on an +/- 11.20 acre site within the Mozea Rousseau Survey, A-56, located south of Childers Drive, to be named "Pecan Pointe", which is located in the City of Bastrop.

2. The City Council hereby passes a Resolution of the City, committing the City's support for the Pecan Pointe, LP affordable housing Project, as detailed herein.
3. The City is not a related party to the Pecan Pointe, LP; and
4. No funds committed to the Pecan Pointe, LP residential development, detailed herein, have been first provided to the City by the Applicant or a Related Party; and
5. The City oversees operations of the Bastrop Economic Development Corporation, which is a 4B Economic Development Corporation, authorized by Chapters 501 and 505 of the Texas Local Government Code, *et seq*; and
6. One hundred percent (100%) of the Directors of the Bastrop Economic Development Corporation are appointed by the Mayor and Council, who are elected officials of the City of Bastrop.

RESOLVED AND ADOPTED BY THE DIRECTORS OF THE CITY, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE ____ DAY OF _____, 2014.

APPROVED:

ATTEST:

Mayor Terry Orr

Elizabeth Lopez, City Secretary

PECAN POINTE APARTMENT HOMES FACT SHEET

Who is Herman & Kittle Properties, Inc. (HKP)?

For over 33 years, HKP has developed, constructed, and managed high quality apartment communities and self-storage facilities throughout the country. We currently manage a portfolio of 98 multi-family communities, including over 10,000 apartment homes. Last year HKP was ranked #15 out of the country's top 50 affordable housing developers by Affordable Housing Finance Magazine. You can learn more about our organization at www.hermankittle.com.

Where is Pecan Pointe proposed to be located?

The proposed development will be located on an 11 acre site at the SW quadrant of Agnes and Childers Drive, behind the Walmart.

Is the site currently zoned to allow for multi-family? Yes.

What will the development look like? Pecan Pointe will be comprised of 80 one, two, and three bedroom apartment homes. The site is part of the Pecan Park master development and will be subject to the City of Bastrop's strict development standards as well as approval by an architectural review board established for the Pecan Park master development to ensure an attractive and high-quality architectural design.

What amenities will Pecan Pointe have for its residents?

The development will include walking trails, a swimming pool with an outdoor entertainment area, a community room, fitness center, business center, laundry room, 24 hour maintenance and emergency service, on-site management, and security. Individual apartments will feature patios or balconies, walk-in closets, Energy Star appliances, cable ready, handicap accessible options, and washer & dryer hook ups.

Who will live in Pecan Pointe?

Individuals and families earning up to 60% of the area median income (AMI) in Bastrop County who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit. The community will also feature some market rate units.

What is the current AMI in Bastrop County?

The AMI for a 4-person family in Bastrop County is currently \$75,450.

Who will own and manage the proposed development?

HKP develops, builds, owns, and manages all of our properties. We take a long-term view to development and believe it is in our best interest as owners to maintain our properties and keep them safe, attractive, and desirable places to live.

PECAN POINTE APARTMENT HOMES FACT SHEET

What other projects has HKP worked on in Texas?

HKP recently opened a 75 unit senior community in Taylor, Texas called Main Street Commons. Another 80 unit apartment complex called the Residences of Solms Village in New Braunfels is under construction.

What is tax credit financing?

The Housing Tax Credit (HTC) Program, administered by the Texas Department of Housing and Community Affairs (TDHCA), was created under the Tax Reform Act of 1986 to incentivize the use of private equity in the development of affordable and workforce housing aimed at low to moderate income citizens. Tax credits are sold to equity investors with the requirement that the property maintain its affordability to low and moderate-income individuals and families for a minimum period, typically 15 years. Both the IRS and TDHCA monitor the developments for compliance with the program rules. Annual reporting is required of all developers as well.

Are tax credits subsidized housing?

No. It is important to note that housing tax credits are in no way related to the Section 8 program administered by the U.S. Department of Housing and Urban Development. This project has absolutely no subsidy. Per our resident selection criteria, tenants must have an income to live in the units. Housing tax credit units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines. Section 8 determines the rent based on 30% of a tenant's actual income. Housing tax credit rental rates may increase or decrease annually based on published limits, but Section 8 rents increase only when the occupying household's income increases or decreases or amended budgets containing proposed rent increases are requested by the Section 8 development owner.

Where can I learn more about the Housing Tax Credit Program?

Texas Department of Community Affairs – www.tdhca.state.tx.us

Contact Information:

Stacy Kaplowitz, Development Director
Herman & Kittle Properties, Inc.
3000 Skylark Drive
Austin, TX 78757
Tel. 317.997.3095
Email. skaplowitz@hermankittle.com



Pecan Pointe Apartment Homes

Presentation to the
Bastrop Economic
Development
Corporation

January 27, 2014

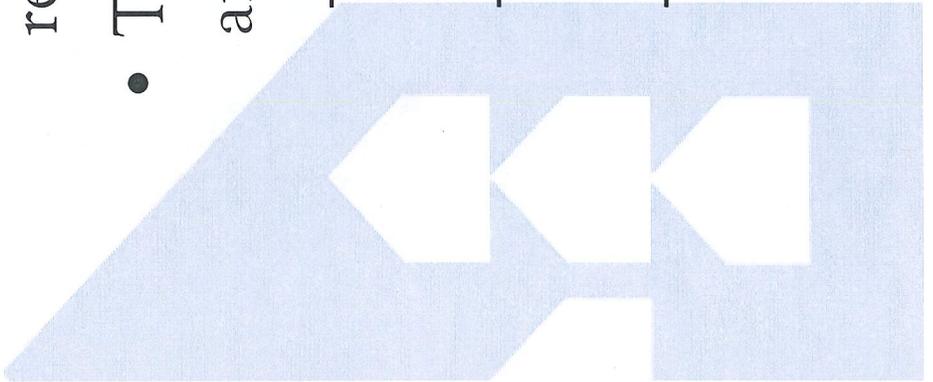


Herman & Kittle Properties

- We are vertically integrated
- Successor to companies that have been around since 1948
- 98 multi-family communities/over 10,000 units in our portfolio
- Apartments, townhouses, senior communities, single-family homes, self-storage

Herman & Kittle Properties

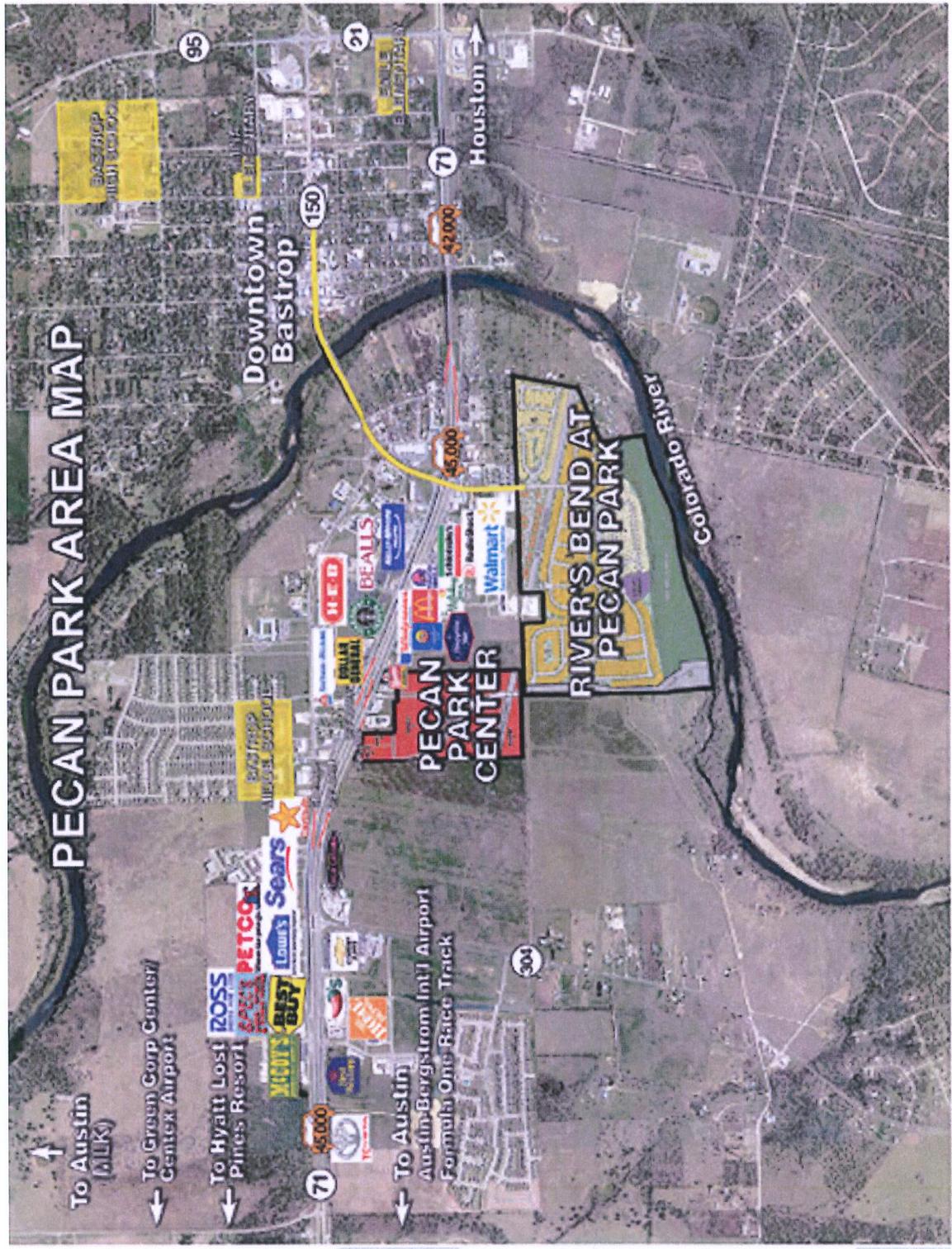
- New construction, rehabilitation, adaptive reuse
- Three communities in Texas and growing
 - Main Street Commons in Taylor
 - Residences of Solms Village in New Braunfels
 - Merchant's Ice Lofts in San Antonio



Pecan Pointe Apartments

- Approximately 80 units of townhouse and garden style apartment homes with a community center and pool
- Mix of 1, 2, and 3 bedroom apartment homes
- Community Amenities: clubhouse, swimming pool, fitness center, computer business center, community room, 24-hour maintenance emergency service
- Apartment Home Amenities: balconies/patios, walk-in closets, washer/dryer hook ups, Energy Star appliances, dishwashers, garbage disposals, cable ready, central air & heat, pet-friendly, handicap accessible units available

Pecan Pointe Apartments



Pecan Pointe Apartments



Land Use Summary

Site Area: 1.1 ac/ea
 Yield: 82 apartments
 Density: 8.4 du./ac.

Parking Requirements:

91 One Bed-room Units
 137 Required Spaces

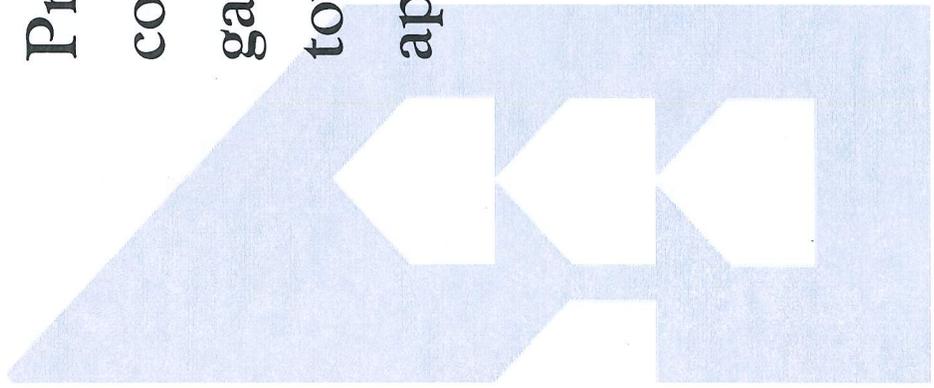
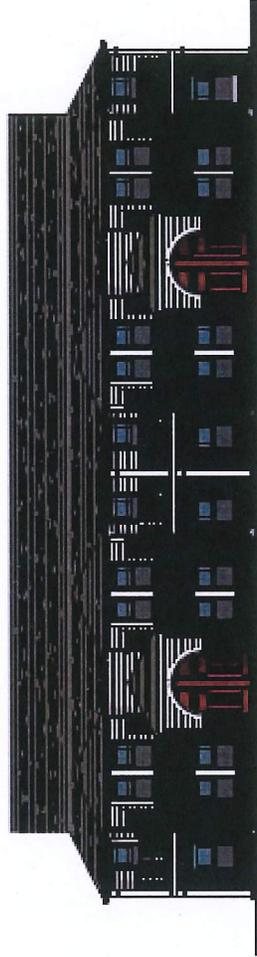
Pecan Pointe Apartments

Project design will be subject to City of Bastrop's design standards in addition to an architectural design review committee for the Pecan Park subdivision.



Pecan Pointe Design Concepts

Proposed combination of garden style and townhouse apartment units.



Financing

- The proposed project will be financed using equity from the sale of housing tax credits.
- Tax credits are sold to equity investors with the requirement that the property maintain a level of “affordability” for low and moderate-income individuals and families for a minimum period, typically 15 years.
- The IRS and the Texas Department of Housing and Community Affairs monitor developments that use tax credits via regular assessments and annual reporting.
- Housing tax credits are in no way related to the HUD Section 8 program. This project has absolutely no subsidy. Per our resident selection criteria, tenants must have an income to live in the units.

Financing

- Why tax credits? There is a demonstrated need for workforce housing in Bastrop.
- Area Median Income for a 4 person family in Bastrop County = \$75,450
 - 60% AMI = \$45,240
 - 50% AMI = \$37,700
 - 30% AMI = \$22,620
- Who lives in our properties? teachers, hospitality workers, office workers, administrators, childcare workers, fire fighters, retail sales professionals, tradesmen, hospitality workers, etc.

A closer look at the MSA...

Occupation	Mean Income
Childcare Workers	\$20,990
Nursing Assistants	\$23,320
Retail Salespersons	\$25,500
Painters & Maintenance Contractors	\$27,460
Medical Assistants	\$29,470
Pharmacy Technicians	\$30,920
EMS & Paramedics	\$32,580
Teachers	\$37,370
Legal Secretaries	\$42,610

* Source Bureau of Labor Statistics

Current Projected Rents

- Note: rents are based on FY 2014 HUD Income Limits and are subject to change.

	1 bedroom	2 bedroom	3 bedroom
30% AMI restricted rents	2 units \$424	2 units \$509	1 unit \$588
50% AMI restricted rents	3 units \$707	8 units \$848	2 units \$980
60% AMI restricted rents	21 units \$849	20 units \$1,018	4 units \$1,176
Market rate rents	6 units TBD	6 units TBD	5 units TBD

Tax Credit Application Process

- Site Control & Pre-Applications due to TDHCA on Thursday January 16, 2014.
- Pre-Application log published on January 21, 2014.
- Pecan Pointe Application ranked highest in the region based on a competitive scoring process.
- As part of the scoring process, we are required to obtain a commitment of development funding by the City of Bastrop and provide evidence in the final application.
- Final applications are due February 28, 2014.

Funding Request from Bastrop EDC

- Request for \$68,000 in the form of a grant, in-kind contribution, or permanent loan.
 - Based on TDHCA formula of the lesser of the population of the Place multiplied by a factor of 0.15 in funding per TC unit, or \$15K per TC unit. (\$1,075 per TC unit; currently approx. 63 TC units)
- The proposed project will create jobs; stimulate local spending; increase the local tax base and provide additional revenue to the City through permitting and tap fees and utilities; and it will create new, high quality, affordable housing opportunities for the growing workforce in Bastrop.

Pecan Pointe Apartments

Questions?

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