

## MEMO

TO: Mayor Kesselus & City Council

FROM: Michael H. Talbot  
City Manager

DATE: August 12, 2014

RE: City Manager's Informational Update Report for the: August 12, 2014 City Council Meeting.

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**I. Meetings and Events Attended:**

- A. Attended the Form Based Code Public Presentation on July 23, 2014.
  - B. Attended the Monthly Meeting of the Bastrop Economic Development Corporation on July 28, 2014.
  - C. City Council Budget Workshops of July 29, 2014 and August 5, 2014.
  - D. Special Meeting of the Lost Pines Groundwater Conservation District on August 6, 2014.
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**II. Update on City Projects and Issues:**

- A. Discussion and Review of Water Usage from July 22, 2014 through August 10, 2014: Attached as "Exhibit A" for the City Councils review is the daily water consumption by the citizens and business of the City of Bastrop for the period of July 22, 2014 through August 10, 2014. As reflected in the attached water consumption reports, the total amount of water pumped in July 2014 was 43,029,000 gallons of groundwater with the peak demand day being July 13, 2014. As you will see, 1,681,000 gallons of groundwater was pumped from the City wells.
- B. Update on the Short and Long Term Water Project:
  - 1. XS Ranch: The City has contacted the attorneys representing the McCall Ranch owners to ascertain what progress, if any, they are making on preparing the necessary documents to create a "Municipal Utility District" [MUD] at the McCall Ranch. We were advised that they are 'working on the MUD' but they have not provided a timeframe as to when they might be ready to present that to the City for its consideration and evaluation. I am trying to make contact with the owner of the McCall Ranch to see if we can to discuss the City's plans related to pumping water from the XS Ranch into the City. The installation of the test well to evaluate production and water quality of the potential future XS wells 3&4 (should the City Council decide to purchase the additional water from XS Ranch) has been rescheduled to commence drilling on August 18, 2014. XS Ranch has submitted 'conceptual drawings' and some information to the City documenting their initial thoughts on potentially increasing the density of their MUD. Those drawings are currently under review by City staff.

2. Ingram Property: Now that the City owns the Ingram well property, I have been working on the necessary documentation for transferring money from the Bastrop Economic Development Corporation [BEDC] to the City of Bastrop, so that annual payments will be timely made to Ingram. I currently plan to have this work complete and on the BEDC agenda on September 15, 2014. Per Mr. Ingram's request, since he is no longer owner of the property in question, his name will be removed from the Lost Pines Groundwater conservation District [LPGCD] "Permit Application". The removal of his name has been accomplished. The permit hearing by LPGCD is still scheduled for early fall, but this is, of course, ultimately determined by the District, not the City and depends in large part on the matters pending before the District.
- C. Update and a Presentation on the City of Bastrop's Code Enforcement Program: Attached as "**Exhibit B**" is the new code enforcement brochure that has been developed by the City's Code Enforcement Officer in conjunction with the Planning Department. I requested that this new brochure be developed because many citizens are not clear on "what is" and "what is not" a "Public Nuisance,(piles of debris around a residential structure)" i.e., High Weeds & Grass & Depilated/Substandard Structure violation. The Code Enforcement Officer Troy Walters is going to provide the Council a brief presentation on how the Code Enforcement Program operates in the City of Bastrop.
- D. Update on the City of Bastrop's Mobility Study Regarding the Proposed Improvements for S.H. 71: The University of Texas at Austin "Center for Transportation Research" has submitted the following information as their monthly update for the "City of Bastrop Mobility Study"

**Summary of Work Performed during July 2014:**

- Finalized the scope of work.
- Determined the boundary of the sub-network
- Processed data provided by the City of Bastrop and Texas Department of Transportation (Tx.D.O.T.)
- Calculated a growth rate for the travel demand on census data and Tx.D.O.T. traffic counts
- Built City of Bastrop sub-network DTA (Dynamic Traffic Assignment)model for the base scenario (AM and PM) based on Campo 2010 base model supplemented with additional network detail, including the following:
  - Added signal time plans at all signalized intersections
  - Added important roadways and intersections
  - Updated SH 71 frontage road configuration west of FM 304 to represent existing conditions
  - Updated network attributed information including speed, capacity and number of lanes for all the sub-network links, as appropriate
- Extracted demand for the and applied growth rate for 2015 conditions
- Finished funning the DTA models for the base scenario (AM and PM)
- Start building the DTA models for the base scenario (AM and PM)
- Start building the DTA model for the traffic control plan scenario for SH 71 at Tahitian Drive (AM and PM)

**Data Requirements Pending:**

- Traffic control plan documents for SH 71 at Jackson Street construction phasing (to be provided by City of Bastrop/Tx.D.O.T.)

**Summary of Work Anticipated to be Performed During the Week of August 4, 2014:**

- Review results of the base scenario runs
- Finish building DTA models for the traffic control plan scenario for improving SH 71 at Tahitian Drive (AM and PM), run models and review results
- Begin comparison of base and impact scenario results
- Begin building DTA models for the future build out of the interchange/frontage road system along SH 71 at Tahitian Drive and Jackson Street (AM and PM)

- E. Update on the Hasler Street Boulevard Reconstruction Project: As of August 5, 2014 the contractor (Patin Construction) was continuing to place the gravel base material on the western side of the roadway, in preparation for applying the initial layer of asphalt to the roadway. The paving of the western side was scheduled to start on Friday August 8, 2014. Paving of the western lane did start on Friday August 8, 2014. As you may recall, the paving of the western lane will also include the left turn lane as well.

Soon after the initial layer asphalt has been laid and compacted on the west side of the roadway, the contractor will be able to open both sides of Hasler Blvd. to vehicular traffic. The contractor will then commence paving the entire street with a second layer of asphalt. The last component of the project will start as soon as the final asphalt layer has been installed. The final component is striping Hasler Blvd. The contractor has tentatively identified the project completion date as August 18, 2014. "Exhibit C" is a few pictures of reconstructing Hasler Blvd. during the week of August 4, 2014.

- F. Update on the Comprehensive Plan: Ms. McCollum, Director Planning and Community Development, applied last year for Transportation Grant. Campo has awarded to the City of Bastrop an amount of \$200,000.00. This grant is to update the Transportation and Land Use Section of the City's 2001 Comprehensive Plan. On one hand, this is really great news for the City of Bastrop. On the other hand, it has created somewhat of a dilemma for the City. I did not feel it would be in the best interest to have two (2) different consultants updating the City's Comprehensive Plan. Ms. McCollum and I contacted Campo to see if Campo would be open to creating a "Request for Proposals" (RFP) with two sections: "Section I" would be for the Transportation and Land Use sections of the comprehensive plan and "Section II" would be for the remaining elements the Council decided should be included in the comprehensive plan. The reason for creating two (2) sections for the RFP is, once the consultant is selected, the consultant will need to bill the City separately for the "Transportation and Land Use" sections and submit a separate billing for the other elements. Campo has agreed to this approach, which will address my concern for continuity, by having a single consultant working on the overall "Comprehensive Plan". With this new approach, I have developed a preliminary time line to commence this project:

1. September 15, 2014: Complete the "RFP" and begin sending RFP to potential consultants, as well as begin advertising the RFP in various places, such as TML.
2. September 15, 2014: Have the "comment sheets" regarding the current "Comprehensive Plan" returned to the City Manager.
3. October 16, 2014: 2:00 p.m. on October 16, 2014 is the deadline for a consultant to submit their proposal to the City, for updating the 2001 Comprehensive Plan.
4. October 20, 2014: The City Manager, certain members of the City staff and individuals selected by the Council to begin reviewing the proposals submitted to the City. Depending on the number of proposals submitted to the City, we plan to interview the top three (3) consultants selected by the group, and after interviewing the top three (3), we anticipate the group will be in a position to make a recommendation to the City Council.
5. November 25, 2014: If all goes well, the group will make a recommendation to the City Council at the November 25, 2014 City Council meeting, regarding who to retain to update the 2001 Comprehensive Plan.
6. November 26 - December 31, 2014: The City Manager will negotiate a contract and related documents with the consultant and Campo, so that the work can be initiated.
7. January 2, 2015: If everything goes as anticipated, the consultant can commence their work on updating the 2001 Comprehensive Plan at the beginning of 2015.

The time-frame outlined above, may seem a bit long, but, at each stage of the process a lot of preparatory work will have to be completed. E.g., Evaluating and scoring each proposal submitted to the City; Establishing scoring criteria to evaluate not only each proposal submitted to the City, but scoring criteria to also evaluate each consultant who will be interviewed, etc. Depending upon the number of proposal submitted to the City, it's quite possible that more than three (3) consultants will be interviewed. We want the best product and assistance the City can obtain and afford.

- G. Update on the Chambers Street Reconstruction Project: Shortly after the contractor began working on Chambers Street, it was determined that the gas-line and 10-inch water-line located on the west side of Chambers street conflicted with the reconstruction plans for Chamber Street. As a result, the City crews had to relocate the 10-inch line on the west side, about ½ the distance of the street away. City crews will be finished with relocating the 10-inch water-line by August 15, 2014. Center Point Energy also had to relocate the gas-line about ½ the distance of the street away. Center Point should be complete by August 15, 2014, as well. As a result of these changes, this work has slowed the contractor's work on this project. The contractor has completed, to date, the following: :

- As of August 7, 2014, the contractor has completed the last of the storm sewer installation required.

- They are currently 100% complete on the following items: ROW Prep, Installation of 10" inlet box, removing and replacing the sanitary sewer, and installation of the Man Hole.
- The contractor has submitted their first 'pay application' for this project, which has been sent to BEFCO for review and approval.

**Exhibit D** contains some pictures reflecting the work to date on Chambers Street.

- H. Update on the "PEG" Funding and Operations Agreement: As I have previously advised the City Council, Upstart has been operating the "Public Access Channel" for both Time Warner and ATT on behalf of the City. As the Franchisor, the "Public Access Channel" is in the name of the City of Bastrop. As part of having a "Public Access Channel" both Time Warner and ATT charge subscribers a small fee called a "PEG Fee". Upstart would like the City Council to allocate a portion of the PEG Fee to Upstart for Upstart to purchase some new equipment. I felt the time had come to formalize the relationship between Upstart and the City of Bastrop for using the "Public Access Channel," since the channel was in the name of the City, and to formalize the provision of PEG Fees to Upstart, if the Council so desired. **Exhibit D** is a first draft of an agreement between the City and Upstart and is attached for your review.
- I. Report submitted to the City Manager's Office by Republic Services Regarding Brush Pick-Up in the City of Bastrop: A few weeks ago representatives from Republic Waste attended a City Council meeting to review and discuss the Council's about the lack of brush pick-up in the City of Bastrop. I believe the Council clearly articulated the Council's expectations regarding "brush pick-up" in the City of Bastrop. The Republic representatives outlined a plan of action that Republic was going to implement to resolve this issue. I felt that because this issue as of such concern to the Council that Republic put in writing their "Plan of Action" to address picking-up brush in the City of Bastrop. I felt by putting their plan of action there would be no misunderstanding what Republic agreed to do regarding brush pick-up in the City. **Exhibit F** is Republic Services "Formal Plan of Action" for picking up brush in the City of Bastrop for review by the Council.
- J. Overview of Well G at the Willow Park Well Field in Fisherman's Park: On August 1<sup>st</sup> the Water Department detected that was no volume of water being pumped from "Well G". I requested that City crews televise "Well G" to see if it could be determined what might be causing a decline in water production from Well G. After reviewing the video for Well G it was determined that:
- The casing and screen appear to be 16-inch diameter.
  - The pump motor was inoperable
  - There is Five (5) feet – eight (8) inches of screen in the well from approximately thirty-five foot down the well ending at approximately forty (40) foot – eight (8) inches.
  - There appears to be a hole in the screen at thirty-seven (37) foot – nine (9) inches down, that has allowed gravel to enter the well.
  - There are other areas where it appears that the screen is also failing
  - There appears to be a "patch" installed forth-seven (47) foot point down in well casing.

- There does not appear to be any screen below the patch.

As a result of these finding, the following plan of action has been developed to address this problem with "Well G":

- Reline the well by installing a 12" casing and liner in the well, to a depth of 45' as follows:
- Install 35' of 12" carbon steel casing with 10' of Rod Based, Stainless Steel screen.
- Attempt to install 'gravel pack' in the annulus from TD to within 10' of the top of the well.
- Acidize the well screens through the new screen liner, to dissolve any encrustation and plugging of the screens.
- Install a test pump and perform an eight (8) hour test on the newly relined well and use the test data to select the new pumping equipment design.
- Order and install the new pumping equipment, as necessary.
- I should have a final price from Layne, i.e., the company that the City has retained in the past to work on the City Wells. Once I get a price to repair Well G, I will notify the Council.

K. Discussion, Review and Consideration for the City of Bastrop to provide Funding to the

Bastrop Fine Arts Guild for the "Lost Pines Art Center Project": Mayor-Pro-Tem Delarosa ask that I placed this item on my City Manager's Report so the Council could have a discussion regarding providing the Bastrop Fine Arts Guild some level of grant funding from the City for "Lost Pines Art Center Project". If the Council determined that the City should provide grant funding for a portion of this project, the funds would need to come from the Hotel/Motel Fund. If the Council were to determine that some level of funding should be provided, I would recommend that it be done in the form of a 380 type agreement between the City and the Art Guild. Previously the Council has used Hotel/Motel Funds to fund a project in the City. That project was renovation of the Old City Hall, which was a City owned structure that was leased by the City to the Bastrop County Historical Society in 2011. The economic grant funding was incorporated into the lease agreement with the Historical Society. As you may recall, that lease agreement had certain provisions and "claw back requirements" to secure the \$500,000.00 that was being provided by the Council, to assist in the renovation of the Old City Hall Building. The development of an agreement between the City and the Art Guild is going to be a bit different because, in the case of the "Art Guild Project," the City does not own anything associated with project. So the "claw-back" and assurances will necessarily be different. Some of the provisions or claw-backs associated with City funding the Historical Society were as follows:

- Ten (10) days after executing the Agreement, the City would place the \$500,000.00 grant funds in a restricted account designated for the museum project.
- The Historical Society had maximum of two (2) years to fund the Society's matching portion, through their Capital Campaign Fund a

minimum amount of \$250,000.00, of which 50% had to be cash contributions. This was important to the City to demonstrate the viability of the project and the security of the City's grant.

- The Society was to provide the City Manager an activity report every three (3) months, to keep the Council updated on the project. As it progressed, over time.
- The Society had to start construction within 60 days after meeting the matching requirement for funding, set by the City to commence construction.
- On or before June 1 of each year during the term of the agreement, the Society was to provide a financial O&M budget for the upcoming year.
- In essence, what the City Council was requiring, in exchange for providing grant funds for the project, was that the Historical Society demonstrate that it had the funds necessary to (1) Complete the project and (2) The financial ability to operate the project upon completion.
- There were other aspects of which the Council had control because the City owned the building. In this case, other requirements would be imposed, because the City wouldn't have the control of any improvements made with the grant funds.

I believe the Council should be consistent when providing this type of "grant funding" for major projects. The points I note above give an idea of the types of provisions that should be considered, but is not all inclusive. As you may know, the City has never provided grant funds of this magnitude for a non-City-owned facility. To be enforceable and protective of the City and the Guild, alike, careful and complete documentation is critical and necessary

- L. Discussion and Review Regarding a "Zoning Issue at the 500 Block in the Young Subdivision: A residential structure located at 1702 Linda Street is currently on the market to be sold. An individual interested in purchasing the residential structure is having a very difficult, if not impossible, time in the trying to purchase this house due to a zoning issue related to this property. This residential structure is located in the 500 Block of the Young subdivision. The 500 Block of the Young Subdivision is zoned "Light Industrial" and it appears that it has been zoned "Light Industrial" ever since the City's Zoning was first implemented. . Therefore a residential structure is viewed by the City of Bastrop's Zoning Ordinance as a "legally non-conforming use and structure". To make matters even more complicated, in 1999 the City issued a permit allowing a 'residential structure' to be moved onto 1702 Linda Street even though the property was zoned "Light Industrial." Having the identity of being both a non-conforming use and structure is going to make it virtually impossible for this individual to get a loan to purchase this residential structure. If you look at **Exhibit G**, which illustrates the zoning of the subdivision, every block is zoned "Single Family" except the 500 Block which is

zoned "Light Industrial" and one that is specially zoned "Neighborhood Services for Upstarts use, directly to the north of this block . In my opinion this problem should have fixed a long time ago and I am recommending to the Council to direct me and the staff to commence the rezoning the 500 block of Young Subdivision consistent with "single-family zoning" in the Young Subdivision, which will make this consistent with surrounding properties.

- M. Letters to the Citizens of Bastrop Regarding "Dirty Water": Attached as **Exhibit H** is a letter that was developed for the citizens of Bastrop regarding recent rash of "Dirty Water" calls received at City Hall. It took a little longer to get this letter out but in abundance of caution the City took some additional water testing to ensure the water was safe to drink. The test all came back illustrating that the water was safe to drink but "not very pleasing to look at". The letter will be posted on the web-site on August 11, 2014, sent to the Advertiser on August 11, 2014.
- N. Update on the Purchase of the Advertiser Building: I contacted the representatives of Cox Media on August 1<sup>st</sup> to see what was holding-up with the City moving forward on purchasing the "Advertiser Building". Cox Media apologized for taking so long in moving forward on the sale of the building. The sale of the building had to be approved by various departments and individuals at Cox Media prior to the sale of the building. Cox Media wanted to make certain revisions to the contract but I should be getting the necessary documents around the week of August 18, 2014. I am working with the title company to see what might need to be done to get a title policy moving forward now so that we can close as quickly as possible. I am in hopes we close in the next 30 to 45 days.
- O. Update on the FY-15 Budget: Just a reminder that there is a budget workshop scheduled for August 19, 2014. Since we made so much progress on the "General Fund" last week, I believe it is possible to wrap-up the FY-15 budget process next Tuesday. I also wanted to check to see if anyone had comments from last week's budget workshop.
- P. Closing of the Splash Pad for Two (2) Weeks: I was notified by the Parks Department that the "Splash Pad" will be closed for approximately two (2) weeks. The reason for the closure is the splash-pad button which turns the water off and on is not turning off most of the time. In evaluating what might be causing the water not to shut-off it was found that the push button which turns the splash pad on would remain in an "open position" once pushed and would not close. It just remained in "open position". The front of the splash pad button showed a small indent. Someone may have just pushed too hard breaking the spring release and that's why it would remain in open position. The Parks personnel once they determined the problem contact the vendor who supplied the materials for the Splash Pad to order a new push-button and were advised it would take two weeks to get a new pushbutton valve. We're going to try and get one in sooner but the worst case situation it may take two (2) weeks before the Splash Pad becomes operational.

- Q. Update Regarding Improvements Made to the Wastewater Plant and the Texas Commission on Environmental Quality: In April and May of 2013 City Wastewater Department personnel had to completely repair the digester of Plant #1 of the Wastewater Plant. Failure to repair the digester would result in Plant # 1 becoming inoperable. Because Plant #1 is much larger than Plant #2 we were concern about being able to treat all the wastewater water coming into only Plant #1. The City notified the Texas Commission on Environmental Quality of this potential problem. Plant #2 would be down for 5 to 7 days. During that time frame, the City exceeds permit parameters for two (2) days. Texas Commission on Environmental Quality by law had to take some action even though the City had advised of the potential problems in advance. Rather than place a financial penalty on the City, the Texas Commission on Environment Quality approved the City having a "hazardous clean-up day" for the City. This "Environmental Clean-up Day" will held in October as part of the City's fall clean-up. Once the City sends the Texas Commission on Environmental Quality the paper work that the City has had the Environmental Clean-up Day this matter will be closed by the Texas Commission of Environmental Quality.
- R. Review and Discussion Regarding "The City of Bastrop's Ranked Top Priorities for 2014 through 2016": At the conclusion of Tuesday night's City Council meeting we will have a workshop session on the materials attached to **Exhibit I**.

### III. Other City Activities:

#### A. City of Bastrop Convention Center Activities:

##### ➤ Events:

- July 21, 22 and 23 – Form Based Code – Planning and Development
- July 24<sup>th</sup> and 25<sup>th</sup> – TML – Entire Facility
- August 2<sup>nd</sup> – Homecoming – Entire Facility – 500 people
- August 7<sup>th</sup> – Farm Street Opry – Ballroom A and B - 250 people
- August 8<sup>th</sup> / August 9<sup>th</sup> - Wedding – Entire Facility – Decorations and rehearsal

##### ➤ Marketing/PR:

- The Director worked with Graphic Artist on upcoming ads/artwork on industry publications.
- The Director met with Bryan Bracewell and a delegation from Mission U Too to discuss new event at the Center.
- The Director met with Linda Goodfellow of KXAN to discuss upcoming advertising.
- The Director continues to work on MPI- THCC Meeting Professional International – Texas Hill Country Chapter – Annual Meeting in November. The Director is co-chair of this event.

- The Director is working on coordinating all aspects of the August 7<sup>th</sup> Farm Street Opry.
  - The Director met with Amy Miller, Community Development, City of Elgin, to discuss the Annual Hogeve Festival in Elgin. The Director has been asked to assist them with their entertainment for this year's festival.
  - The Director worked on year end advertising.
  - The Convention Center is now a member of International Festivals and Events Association.
  - The Director worked on upcoming TV segment on KXAN. The Convention Center/Farm Street Opry will be featured on the new 512 Lifestyle show.
  - Convention Center ads continue to run during KXAN – NBC news.
  - The Director worked on 2014 -2015 – Advertising budget.
  - The Director is working with Melissa McCollum on scheduling a Marketing/Networking meeting in the near future.
- **Operations:**
- Steve continues to work on routine maintenance/repair issues.
  - The entire staff worked on the Farm Street Opry.
  - The staff worked on tear down and set-up for August 9<sup>th</sup> wedding.
  - Steve Ballard's 1 year Anniversary was August 5<sup>th</sup> 2014.
  - The Director is working on year end operational budget items.
- **Walk Ins:**
- 8/6/14 – Luke Merritt of Schlotzsky's to pay 5% caterer fee
  - 8/6/14 – Mike Helmick for Kathy – Farm Street Opry question
  - 8/7/14 – Robert Gorman family (CLIENT) – to pay rental fee
- **Inquiries:**
- 8/4/14 – Janice Young – (NEW LEAD) w/Workforce Solution
  - 8/5/14 - Raquel– (NEW LEAD) church conference - set up an appt 8/6/14
  - 8/6/14 – Mark Willoughby with BISD -I (NEW LEAD) – spoke to Kathy
  - 8/6/14 – Darrell Caldwell, CLIENT – 10<sup>th</sup> Episcopal Conference in October
  - 8/7/14 – Cindy Wahl, has all paperwork completed for March 7 2015
  - 8/7/14 – Dian Gardner, CLIENT and coordinator for Amber Carter wedding/reception
  - 8/7/14 – Rev. Pritchett (AV) w/Episcopal Conference in Oct –
  - 8/7/14 – Judge Pape/Dave Quinn- Oct 1<sup>st</sup> Chamber Luncheon for 200
- **APPOINTMENTS:**
- 8/6/14 – 2:30pm Raquel w/Church Conference (NEW LEAD) completed all paperwork
  - 8/6/14 – Esther Reyes, CLIENT, meeting regarding 9/20/14 wedding here at BCEC.

## B. The City of Bastrop Main Street Program:

### ▪ Report period covers July 23 through August 8, 2014

#### ➤ **New/Expanded Businesses**

- Neighbor's Kitchen and Yard opened on August 1. Serving pizza, salads and sandwiches with beer and wine bar. Excellent reviews for the food. Owners very excited by reception from customers.

#### ➤ **Business Activities**

- On 7/23 conducted a Social Media Marketing training class for restaurants; attendees heard the "latest and greatest" on social media marketing and were able to access tools on their computers.
- Baxter's on Main will be closed from August 6 to August 25 for remodeling on the inside of the building; building received a much needed new roof late in July.

#### ➤ **Committee/Board Updates**

- Promotions Committee met on 7/31; planned projects that included LPC Swirl activities, LPC marketing and updating the first piece which is the brochure, the need for accurate information on Trip Advisor and working with businesses to achieve excellent ratings (a data book is being built as a resource), and the possibility of a "permanent" table card which the restaurants can put on tables and that lists event dates for the full year.

#### ➤ **Main Street Events**

- **TDA** – on 7/25 submitted a President's Award nomination for Best Renovation/Rehabilitation for the Museum and Visitor Center project; winner announcement will be made at TDA's annual conference in Granbury in November. On 7/29 attended a TDA Conference planning meeting via phone and all plans for the event are in place; should open registration in late August. On 8/7 attended an Education Committee via phone and discussed plans for 2015 Regional Roundtables
- **BMSP Advisory Board** – discussed outcome of BEDC Board meeting on 7/28 where they agreed to keep financial support of the program in their 2015 budget; elected 2014-2015 officers: Steve Dewire as President, Shawn Pletsch as Vice President, and Cindy Wolford as Secretary. Suggested that Bastrop County Historical Society take on restoration of the Noon Whistle (they are a 501c3 and can raise grant funds to support a project like this). The Bridge Lighting project will be added to the agenda for September meeting.

### C. Planning and Community Development Department:

Inspections Bi-Weekly Construction Report – August 8, 2014

For August 12, 2014 City Council Meeting

Air Quality McKinney Roughs Monitoring Site CAMS 684				
August 2014 Date	Max Value (POC 1)*	Time of Highest Ozone	Avg Value (POC 1)*	Air Quality Condition
1	43	5:00PM	32	Good
2	39	5:00PM	27	Good
3	44	6:00PM	32	Good
4	38	4:00PM	28	Good
5	43	9:00AM	32	Good
6	43	2:00PM	30	Good
7	36	5:00PM	20	Good
8	27	11:00AM	16	Good
*Parts per billion				

Air Quality Index (AQI) Values	Levels of Health Concern	Colors
<i>When the AQI is in this range:</i>	<i>...air quality conditions are:</i>	<i>...as symbolized by this color:</i>
0 to 50	Good	Green
51 to 100	Moderate	Yellow
101 to 150	Unhealthy for Sensitive Groups	Orange
151 to 200	Unhealthy	Red
201 to 300	Very Unhealthy	Purple
301 to 500	Hazardous	Maroon

- Engineering Projects in process:
  - Hasler Blvd. Re-paving project – approximately 90% complete; Paving of first asphalt layer (west side) scheduled for 8/14, which will allow for opening of all lanes; tentative project completion date 8/20/14 (depending on weather)
  - Bastrop County Medical Center – comments issued 7/9/14; awaiting resubmittal
  - Pecan Park – utilities & roadway construction – Orchard Parkway, approximately 65% complete
  - Hunters Crossing 7B- Maintenance Bond – contractor coordinating testing and pavement repairs prior to bond expiration
  - The Grove – Final Plat, Lot 5 – Resubmittal received; included on 8/12 Council Agenda
  - Buttonwood Administrative Plat two residential lots received 7/23/14; under review
  - Hewitt-Taylor Administrative Plat in the ETJ received 7/23/14; under review
  - BEDC Replat Lot 3 received 7/24/14; under review
  - Covert Chevrolet – Awaiting certification from design engineer
  - STPMM Grant– applications submitted
  - Pecan Park, Sections 4 & 5 (residential lots) – Preliminary plat comments issued 7/24/14; awaiting resubmittal
  
- Major Construction Projects in process:
  - Dunkin’ Donuts building permit released
  - JAMCo – site work 99% complete; building approximately 99% complete
  - Covert Maintenance Service Center Remodel – remodel approximately 70%
  - Good Shepherd Lutheran Church – approximately 96% complete
  - Hunter’s Crossing Retail Center FM 304 – approximately 60% complete
  - Academy – building approximately 35% complete

- Little Colony Retail Center - site work approximately 56% complete, building approximately 25% complete
- HEB Expansion – Phase I remodel - approximately 90% complete; Phase II expansion - approximately 40% complete
- Southside BBQ – site work approximately 65% complete; building approximately 55% complete.

## D. YMCA ACTIVITIES:

### **Membership**

- Currently at 433 units
- 1410 active members
- The Giving Card membership promotion began this week. All who donate \$100 or more to the annual campaign to support Financial Assistance program will receive a t-shirt and giving card key fob.
- The Bastrop Y received 2<sup>nd</sup> place in the Homecoming Parade with the "Growing Our Community" theme.
- In an effort to better serve the community, a membership survey is currently being done. Go to <https://www.surveymonkey.com/s/DRM2ZKS> to participate.

### **Economic Impact/Administrative**

- The Bastrop Y sites are operated by 69 part-time employees and 2 full-time staff.
- Currently operating programs in 5 different locations

### Y Initiatives Report:

- **Youth Development & Families**
  - Theater camp was held in partnership with the Bastrop Opera House. 40 friends and family came out last Friday evening to the performance. Kids had a great time!
  - September Y&F calendar has been posted to the website.
  - Youth soccer fall registration has opened.
  - Adult Kickball registration is now open.
- **Healthy Living**
  - The August Fitness Schedule has been posted
- **Aquatics**
  - Fall swim lesson registration is now open.
  - One more session of swim league has been added to the schedule. Our local swimmers have participated in two meets so far this summer.
  - Summer hours will continue until August 24<sup>th</sup>. Fall hours will continue through the month of September.
- **Social Responsibility**
  - *Pay what you can Farmstand* is on hiatus for the month of August. August is a month of transition for the local growers so produce is less available.
  - In the month of July the Farmstand raised over \$500 for the community garden.
  - Received a grant from Cargill Cares for \$400 to support the garden.

### **Impact Story's:**

- A member said she actually played with her kids at a water park last week. Normally, she would sit in a chair and watch her kids play. She attributes her willingness to become active with her children to becoming more fit and healthy through YMCA programs.
- A young man came in the pool and was not a great swimmer. He had performed the swim test multiple times and this particular day he did it again. He did not pass the swim test because the guard that gave the test was not comfortable with his swimming abilities. He ended up getting very upset and started crying because he really wanted to get in and swim with his brother. When Trent (a lifeguard) saw that he was upset and he offered to teach the young man how to swim. At first he declined because he was more upset. Then, he walked up to the front and asked Trent to teach him. Trent went to the pool with the young man

and showed him how to swim. Wasn't much, just some techniques that would help him swim better and be safe in the deep water. When it was done, the LG allowed the kid to do another swim test and he passed. Of course, we kept an eye on him, but he was able to swim better and he was excited to know it and be able to swim with his brother.

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

**EXHIBIT "A"**  
**Water Usage from July 22, 2014 Through August  
19, 2014**

**WATER WORKS OPERATIONS FOR GROUND WATER SUPPLIES  
CITY OF BASTROP, BASTROP COUNTY, TEXAS**

WATER SYSTEM I. D. #: 0110001

Month of: Jul-14

Jul-14

Date	Raw water from wells										Pumped from high service pumps			Well/Pump			
	C	F	C&F	G	D&E	G D&E	H raw	I	total MGD	Zone 1	Zone 2	Zone 3	MGD	Percent Z 1	Z 2	Z 3	
1	193	324	517	123	248	371	225	301	1,414	460	364	473	1,297	0.117	0.35	0.28	0.36
2	142	349	491	119	160	279	336	441	1,547	530	272	645	1,447	0.100	0.37	0.19	0.45
3	150	368	518	148	206	354	350	458	1,680	501	362	675	1,538	0.142	0.33	0.24	0.44
4	157	386	543	190	263	443	273	362	1,621	537	452	575	1,564	0.057	0.34	0.29	0.37
5	169	417	586	94	129	223	237	316	1,362	575	213	459	1,247	0.115	0.46	0.17	0.37
6	153	378	531	135	181	316	206	271	1,324	519	299	403	1,221	0.103	0.43	0.24	0.33
7	145	356	501	87	131	218	235	311	1,265	492	194	484	1,170	0.095	0.42	0.17	0.41
8	148	361	509	80	116	196	206	272	1,183	485	174	388	1,047	0.136	0.46	0.17	0.37
9	154	381	535	87	125	212	304	366	1,447	523	191	578	1,292	0.155	0.40	0.15	0.45
10	189	374	563	93	140	233	288	376	1,460	562	212	585	1,359	0.101	0.41	0.16	0.43
11	151	370	521	170	259	429	263	347	1,560	524	441	504	1,469	0.091	0.36	0.30	0.34
12	151	360	511	63	91	154	305	391	1,361	495	130	599	1,224	0.137	0.40	0.11	0.39
13	154	377	531	174	279	453	347	445	1,776	535	465	681	1,681	0.095	0.32	0.28	0.41
14	167	413	580	153	241	394	342	436	1,752	550	405	653	1,608	0.144	0.34	0.25	0.41
15	141	341	482	110	195	305	294	377	1,458	510	307	576	1,393	0.065	0.37	0.22	0.41
16	146	359	505	137	241	378	313	395	1,591	504	385	577	1,466	0.125	0.34	0.26	0.39
17	166	397	563	86	153	239	350	442	1,594	556	224	684	1,464	0.130	0.38	0.15	0.47
18	147	366	513	99	169	268	258	329	1,368	498	255	470	1,223	0.145	0.41	0.21	0.38
19	134	326	460	129	221	350	219	283	1,312	449	354	433	1,236	0.076	0.36	0.29	0.35
20	127	314	441	115	206	321	297	374	1,433	441	320	564	1,325	0.108	0.33	0.24	0.43
21	150	365	515	136	241	377	292	367	1,551	524	390	533	1,447	0.104	0.36	0.27	0.37
22	147	360	507	76	147	223	227	293	1,250	494	219	436	1,149	0.101	0.43	0.19	0.38
23	173	415	588	42	85	127	324	406	1,445	543	69	611	1,223	0.222	0.44	0.06	0.50
24	153	376	529	86	312	398	377	427	1,731	557	413	639	1,609	0.122	0.35	0.26	0.40
25	196	484	680	0	252	252	233	350	1,515	474	395	502	1,371	0.144	0.35	0.29	0.37
26	207	502	709	0	236	236	301	386	1,632	499	391	556	1,446	0.196	0.35	0.27	0.38
27	181	437	618	0	227	227	326	419	1,590	466	391	626	1,483	0.107	0.31	0.26	0.42
28	198	482	680	0	236	236	295	377	1,588	518	390	581	1,489	0.099	0.35	0.26	0.39
29	205	498	703	0	200	200	274	354	1,531	508	363	503	1,374	0.157	0.37	0.26	0.37
30	209	508	717	0	214	214	324	411	1,666	524	371	664	1,559	0.107	0.34	0.24	0.43
31	230	556	786	0	210	210	363	462	1,821	593	400	615	1,608	0.213	0.37	0.25	0.38
Total	5,133	12,300	17,433	2,732	6,104	8,836	8,984	11,575	46,828	15,946	9,811	17,272	43,029	3.799			
Average	166	397	562	88	197	285	290	373	1,511	514	316	557	1,388	0.123	0.37	0.22	0.40
Max/min	230	556	786	190	312	453	307	462	1,821	593	485	684	1,681	0.222	0.46	0.30	0.50
Min/Max	127	314	441	-	85	127	206	271	1,183	441	69	388	1,047	0.057	0.31	0.06	0.33

**WATER WORKS OPERATIONS FOR GROUND WATER SUPPLIES  
CITY OF BASTROP, BASTROP COUNTY, TEXAS**

WATER SYSTEM I. D. #: 0110001

Month of: Aug-14

Date	Raw water from wells										Pumped from high service pumps			Aug-14			
	C	F	C&F	G	D&E	G D&E	H raw	I	total MGD	Zone 1	Zone 2	Zone 3	MGD	Well/Pump	Percent	Z 1	Z 2
1	200	494	694	0	324	324	292	392	1,702	522	509	585	1,616	0,086	0,32	0,31	0,36
2	235	569	804	0	189	189	298	383	1,674	596	366	604	1,566	0,108	0,38	0,23	0,39
3	235	573	808	0	223	223	372	489	1,892	586	405	698	1,689	0,203	0,35	0,24	0,41
4	215	521	736	0	204	204	293	382	1,615	554	378	580	1,512	0,103	0,37	0,25	0,38
5	211	516	727	0	261	261	289	380	1,857	551	427	546	1,524	0,133	0,36	0,28	0,36
6	228	555	783	0	278	278	122	134	1,317	565	699	249	1,513	-0,196	0,37	0,46	0,16
7	230	562	792	0	413	413	435	516	2,156	594	404	738	1,736	0,420	0,34	0,23	0,43
8	234	574	808	0	313	313	297	445	1,863	596	469	645	1,710	0,153	0,35	0,27	0,38
9	257	626	883	0	393	393	323	457	2,056	645	625	657	1,927	0,129	0,33	0,32	0,34
10	241	588	829	0	382	382	364	480	2,055	632	586	725	1,943	0,112	0,33	0,30	0,37
11	230	566	796	0	315	315	332	448	1,891	611	469	639	1,719	0,172	0,36	0,27	0,37
12																	
13																	
14																	
15																	
16																	
17																	
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27																	
28																	
29																	
30																	
31																	
Total	2,516	6,144	8,660	-	3,295	3,295	3,417	4,506	19,878	6,452	5,337	6,666	18,455	1,423			
Aver	229	559	787	-	300	300	311	410	1,807	587	485	606	1,678	0,129	0,35	0,29	0,36
Max	257	626	883	-	413	413	435	516	2,156	645	699	738	1,943	0,420	0,38	0,46	0,43
Min	200	494	694	-	189	189	122	134	1,317	522	366	249	1,512	-0,196	0,32	0,23	0,16

**EXHIBIT "B"**

**Code Enforcement Pamphlet**

## Voluntary Compliance

The goal of the Code Enforcement Department is to gain voluntary compliance of codes adopted by the City of Bastrop.

**Voluntary cooperation** with the established standards is encouraged by the City of Bastrop because it is efficient and cost effective.

Code Enforcement can assist citizens and neighborhood groups to help understand local concerns and welcome questions regarding your neighborhood issues.

## How Can I Report a Violation?

To report a violation or if you are uncertain if a code violation has occurred, please contact Code Enforcement. When leaving a message, please be sure to include: **who, what, where, when and why.**

### Code Enforcement

104 Grady Tuck Lane, Bastrop, Texas  
512.332.8618

Monday—Friday (8:00 am—5:00 pm)  
[code@cityofbastrop.org](mailto:code@cityofbastrop.org)

Closed on City Holidays

## How Can You Help?



The following suggestions will help your home and property maintain its value and keep your neighborhood looking beautiful

- Follow your local zoning code regulations. Contact the **Planning and Zoning Department** before you begin any project to find out if there are specific codes that pertain to your project. Call 512.332.8840 for assistance.
- Keep both developed property and undeveloped property clean and free of trash, debris, excessive weeds and high grass. Mow your property regularly.
- Store inoperative vehicles or vehicle parts out of public view (garage or storage shed).
- Fence or board up properties to deter trespassers or vandals.
- Park in designated parking areas.
- Do not post signs on utility poles or street signs.

August 2014



## City of Bastrop Code Enforcement

“Keep it Safe”  
“Keep it Beautiful”



[code@cityofbastrop.org](mailto:code@cityofbastrop.org)

512.332.8618



# Code Enforcement

Our objective is to seek voluntary compliance.

## Where we live, work and play.

Property maintenance promotes vibrant, attractive, and desirable neighborhoods. It helps maintain property values and the significant investments made by citizens.

As a property owner, you can positively impact your community by adhering to the city codes, keeping your property tidy, thus preserving and enhancing your community for future generations.

Code Enforcement addresses a wide range of neighborhood issues, from high weeds and grass, abandoned vehicles and unsanitary buildup of trash and debris on private property.

Through voluntary compliance, cooperation, respect, and a spirit of personal responsibility for the betterment of the city, property owners and city staff will work to eliminate code violations and circumstances that create hazardous environments and urban decline.

### Illegal Building and Land Use

- ◆ Permits are required prior to remodel or construction of fence, structures or buildings etc.
- ◆ Home occupations are allowed in accordance with the zoning code



C.Ord. 3.16.001, Sec.14 Exhibit-A

### Inoperative Vehicles / Parking

- ◆ Keep inoperative vehicles stored out of public view
- ◆ No parking of RV's, trailers or boats in front or side yards

C.Ord. 12.06.033, 12.06.035

### Landscape Maintenance

- ◆ Maintain your lawn, regularly mow your lawn and remove weeds — no grass or weeds over 12"

C.Ord. 6.04.004

### Swimming Pool or Ponds

- ◆ Unsanitary swimming pool or ponds
- ◆ Unsecured (fencing and gate) pool

C.Ord. 6.04.002 and 6.04.008

### Property Maintenance

- ◆ Junk, rubbish, trash, debris
- ◆ Properly dispose of old tires

C.Ord. 6.04.001, 6.04.002, 6.04.007

### Obstructions

- ◆ Public right-of-way obstructions
- ◆ Do not fill or block drainage (culverts, ditches etc), keep free of weeds and debris

C.Ord. 3.20.006, 6.04.009, 8.01.007

### Dilapidated / Unsecured Buildings

- ◆ Dangerous/unsecured or vacant structures
- ◆ Dilapidated buildings

### Substandard Building

- ◆ Occupying building, portions, or garages, for living, sleeping, cooking or dining purposes which were not designed for

C.Ord. 5.01.008, 8.09.001

### Raw Sewage

- ◆ Sewage run-off violations
- ◆ Illegal sewage connections

C.Ord. 6.04.012

### Prohibited Signs

- ◆ Do not post any type of sign on city property, utility pole, street sign or public right-of-way
- ◆ Permits are not required for garage sales, remove any signs after your sale



C.Ord. 3.20.009

## Transfer Station

1209 Linden Street

Mon-Fri 8-11:30 am & 1-3:30 pm

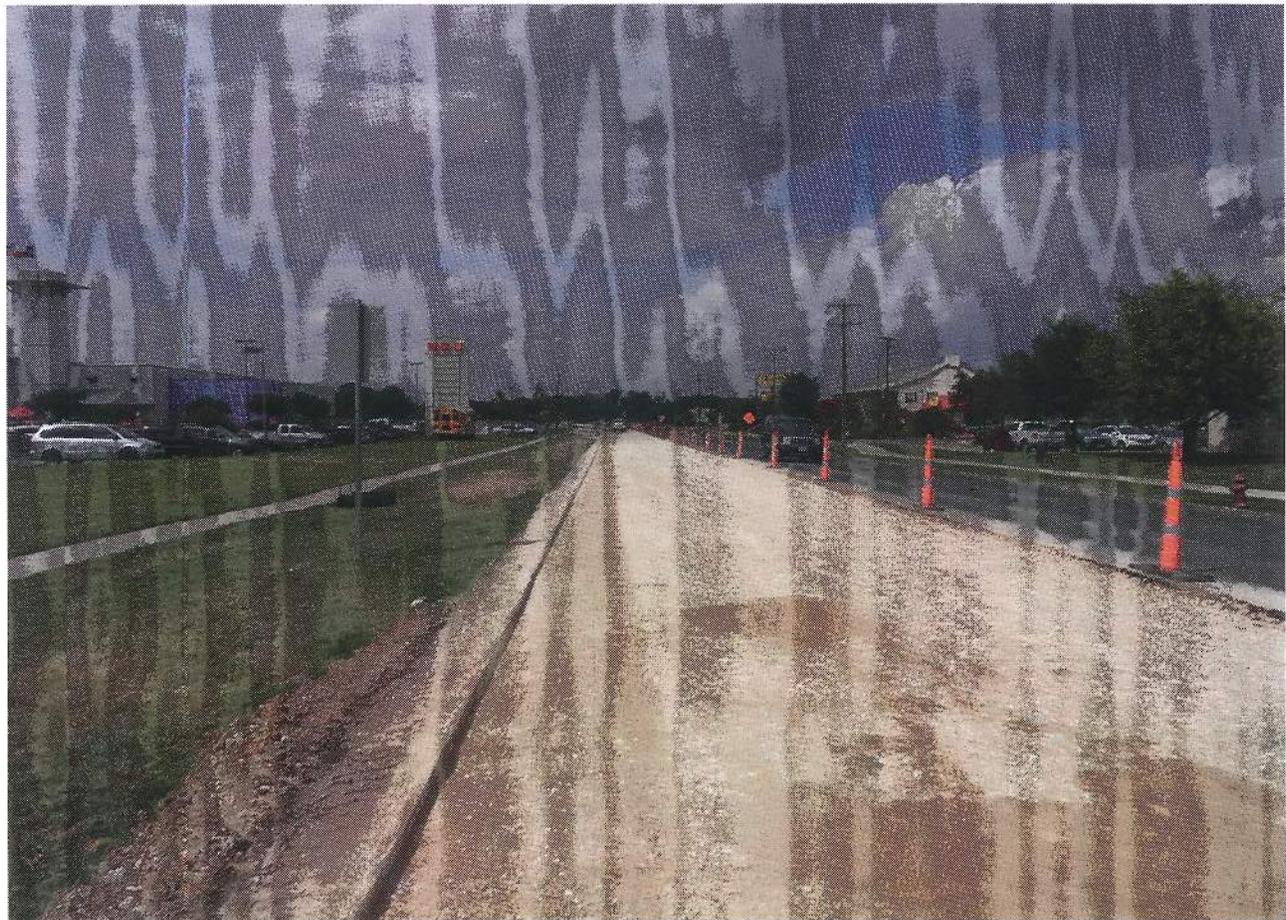
512.332.8920

- No hazardous waste, brush or electronics
- Construction and demolition waste accepted (lumber, concrete, sheetrock)
- Passenger car and light truck tires, scrap metals, small appliances, furniture (remove refrigerants and CFC's)

**EXHIBIT "C"**

**Pictures of Hasler Blvd. Reconstruction**







**EXHIBIT "D"**

**Pictures of Chambers Street  
Reconstruction**







**EXHIBIT "E"**

**PEG Funding and Operations Agreement**

PEG FUNDING AND OPERATION'S AGREEMENT  
BETWEEN  
THE  
CITY OF BASTROP  
AND  
UPSTART, INC.

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This Funding and Operation's Agreement (this "Agreement") is entered into between Upstart, Inc., a not-for-profit corporation organized and existing under the laws of the State of Texas (referred to herein as "Upstart"), and the City of Bastrop, a Texas home-rule municipal corporation organized and operating under the laws of Texas (hereinafter referred to as "City"). The City and Upstart may be referred to jointly herein as "the Parties" and individually as a "Party." This Agreement is separate and apart from any other agreements or contracts that the City may have with Upstart.

**RECITALS**

**WHEREAS**, effective September 7, 2005, the Public Utilities Regulatory Act (PURA) was revised by adding Chapter 66 to the Texas Utilities Code, entitled "State-Issued Cable and Video Franchise," which removed the authority of local governments to grant cable franchise agreements and authorized the Texas Public Utility Commission (PUC) to issue certificates of authority for the delivery of cable and video services in the State of Texas, thereby creating State Issued Certificate of Franchise Authorities (SICFAs) for communities, such as Bastrop, Texas; and

**WHEREAS**, pursuant to an original franchise with the City, Time Warner Cable is the cable service provider that has granted the City access to and use of a Public Education Government (PEG) access channel; and

**WHEREAS**, on or about December 19, 2011, pursuant to SB 1087, Time Warner Cable began operating cable and video services within the City, under a State Issued Certificate of Franchise Authority (SICFA); and

**WHEREAS**, on or about \_\_\_\_\_, 20\_\_\_\_, pursuant to SB 1087, AT&T began operating cable and video services within the City under a State Issued Certificate of Franchise Authority (SICFA); and

**WHEREAS**, under the current regulatory scheme, in order to fund capital expenditures associated with PEG facilities, and in lieu of in-kind compensation and grants, municipalities have the statutory authority to elect to receive 1% of cable service revenues of the per subscriber fee paid to the City (a/k/a PEG Fees), which election was taken by the City of Bastrop; and

**WHEREAS**, Upstart currently operates the City's PEG access channel and provides programming on the PEG access channel related to the City of Bastrop, and

the Bastrop area in general, which programs are of general interest to the Bastrop community and visitors to the area, including programs related to the City's special events, City Council meetings, and regular discussions with the City Manager related to City issues; and

**WHEREAS**, in addition to the City's agreement with Upstart and Upstart's intention to continue operations and use of the PEG access channel to provide City government programming, Upstart has requested that the City enter into a contract that documents the City's agreement that Upstart is authorized to operate, manage, organize, and distribute City governmental programming on the City's PEG access channel on behalf of the City; and

**WHEREAS**, the City recognizes the importance of providing a public forum for reporting on current governmental events in the City, the experience of Upstart related to the provision of such programs and in overseeing the operation of the PEG access channel and, as a result, has agreed to provide a portion of the City's annual PEG Fees, annually, to Upstart, to be used to acquire equipment for the operation of the PEG access channel, as partial consideration for Upstart's operation and management of the PEG access channel in accord with the terms and conditions provided for below.

**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 City and Upstart agree as follows:

**I.  
PEG Funding**

As more specifically detailed herein, the Parties generally agree to the following basic terms:

- 1) Each year, on or before May 1<sup>st</sup>, Upstart shall make a written request to the City of Bastrop for a grant of funds for the acquisition of equipment, using a portion of the PEG Fee received by the City from the franchisees in the City ("PEG Funds"), which equipment shall be used by Upstart for the production of programs for the PEG access channel. The City will evaluate the request and determine what amount, if any, it will grant to Upstart from the City's PEG Funds and notify Upstart of same.
- 2) Upstart acknowledges and agrees that, in accord with Section 66.006(b) of the Public Utility and Regulatory Act, PEG Funds may only be used to fund capital expenses associated with PEG facilities, including the purchase and maintenance of equipment used in the production of PEG programming, and not for operational purposes.
  - a) In accord with this section Upstart agrees that all equipment to be purchased through the use of PEG Funds granted to Upstart by the City

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Purposes Only**

shall be pre-approved by the City, in writing, prior to the final purchase of same. Approval shall be obtained by submitting to the City's finance department, on or before October 1st of each year, a list of all equipment proposed to be purchased with the PEG Funds.

- b) The City will notify Upstart of its approval of the proposed use of the PEG Funds on or before October 30<sup>th</sup> of each year.
- c) Upstart further acknowledges and agrees that all equipment purchased by Upstart through the use of PEG Funds shall remain City property that is owned solely by the City, and which will be leased back to Upstart for its use in the operation of the PEG access channel at the rate of \$1/year.
- d) All equipment acquired with the City's PEG Funds will be tagged in accord with the City's equipment policy and maintained in the City's inventory logs.
- e) Upstart shall have the sole responsibility for the proper maintenance, control, and security of the equipment purchased pursuant to this Agreement.

**II.**

**OPERATION OF PEG CHANNEL - SERVICES TO BE PROVIDED**

- 1) The City hereby authorizes Upstart to operate and manage the City's PEG access channel, in a manner that is consistent with the terms of this Agreement.
- 2) Upstart shall perform services related to the provision of programming on the PEG access channel related to the governmental activities and special events in the City of Bastrop. Upstart agrees that all services shall be provided in a professional manner and in compliance with applicable City ordinances and State and Federal laws and regulations.
- 3) All programs broadcast by Upstart on the PEG access channel shall be suitable for a general viewing audience, cover topics of local interests, provide a forum for reporting or publicizing current events, be consistent with City "branding", appeal to both locals and visitors to the City of Bastrop, and provide appropriate governmental, educational and public programming.
- 4) Nothing in this Agreement prohibits Upstart from broadcasting programs related to the meetings or events of other organizations and entities. However, if Upstart elects to do so, it shall be the responsibility of Upstart to obtain proportionate funding from such entities to finance additional equipment and operations for

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such programming and use of the PEG access channel. In no event shall the City subsidize the programming of other entities or organizations.

- 5) Upstart shall to charge the City an amount that is more than that charged to other entities for similar programming broadcasted during similar times and on the same days of the week.
- 6) Upstart shall staff its operation with trained personnel who are knowledgeable in the use of broadcasting and programming equipment and who are experienced in providing the services noted herein. Additionally, Upstart agrees that all staff, whether volunteers or paid, shall be provided solely by Upstart and, thus, are the sole responsibility of and under the sole control of Upstart.
- 7) Upstart shall video all regular City Council Meetings and broadcast same on the PEG access channel a minimum of \_\_\_\_\_ times a week, within \_\_\_ days of the regular City Council Meeting.
- 8) Upstart shall conduct and film a program related to a weekly "Interview with the City Manager" once a week, and shall broadcast same \_\_\_\_\_ times a week, on the PEG access channel, within \_\_\_\_\_ days of the interview.
- 9) Upstart shall video and broadcast \_\_\_\_\_ special events (parades, etc.) of the City, and shall broadcast same within \_\_\_\_\_ days of the event.
- 10) Upstart may elect to work with other entities that are eligible to provide appropriate educational and community programming, which may include primary and secondary educational institutions, non-profit educational institutions, art communities, museums, and educational foundations. All programming shall be approved by Upstart in its entirety prior to allowing the programming on the PEG access channel and shall have discretion to show appropriate material.

**III.  
ACCOUNTING**

- 1) On or before ten (10) business days after written request, Upstart shall account for all capital improvement and equipment expenditures, including an affidavit executed by the President of Upstart certifying that all PEG Funds provided to it by the City pursuant to this Agreement were used solely for capital equipment and improvements and not for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs. It is understood and agreed by and between the Parties that, upon payment by the City of the PEG Funds, a fiduciary duty is created in Upstart, with respect to the proper and legal oversight, use and expenditure of the PEG Funds provided.

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- 2) Upstart shall maintain complete and accurate financial records of all expenditures of PEG Funds and, upon request of the City shall make the records available for inspection and review during normal business hours. Upstart shall maintain the PEG Funds provided by the City in a separate account established for that purpose and shall not commingle that revenue with any other monies of Upstart.
- 3) The reporting and accounting requirements stated herein are in addition to any other reporting activities required by the City pursuant to any other funding Agreement with the City. The City reserves the right to suspend funding at any time and to request the reimbursement of any misused PEG Funds by Upstart.
- 4) Any money not spent by Upstart in accord with this Agreement shall be reported by Upstart to the City, and the Parties will discuss what equipment the PEG Funds will be used to acquire. In the event no additional equipment is needed by Upstart, then excess PEG Funds will be remitted to the City.

**IV.  
TERM AND TERMINATION**

This Agreement shall become effective immediately upon signature by both Parties and shall renew each year for successive one year terms until terminated by either Party, with or without cause, on thirty (30) days written notice to the other. Additionally, in the event that Upstart fails to abide by any of the terms of this Agreement, which the City shall have the sole authority to determine, the City may terminate the Agreement by providing Upstart with five (5) days written notice of breach. On notice of termination, Upstart shall immediately refund all PEG Funds to the City which have not been spent or have been improperly spent and will become ineligible for any future funding by the City.

**V.  
NOTICES**

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Bastrop  
Attn: City Manager  
P.O. Box 427  
Bastrop, Texas 78602

UPSTART, INC.  
Attn: President/Representative

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Bastrop, Texas 78602

## VI.

### INDEMNITY CLAUSE

Upstart agrees to and shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property, arising out of or in connection with the work done by Upstart under this Agreement.

Upstart assumes full responsibility for the work to be performed in the operation and management of the PEG access channel and hereby releases, relinquishes and discharges City, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, person (whether they be third persons, Upstart, or employees of either of the Parties hereto) and any loss of or damage to property (whether the same be that either of the Parties hereto or of third Parties) caused by or alleged to be caused by, arising out of, or in connection with Upstart's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance regardless of whether such loss, damage, or injury was caused by City. City, by this agreement does not give consent to litigation.

**[WHO WILL CARRY INSURANCE ON THE EQUIPMENT PURCHASED WITH EH PEG FUNDS? WILL UPSTART COVER IT IN ITS GENERAL PROPERTY LIABILITY POLICY? WILL THE CITY COVER IT WITH TML? CLARIFY AND INSERT HERE.]**

## VII

### General Terms and Conditions

- 1) Not an Independent Contractor/Employee or Agent. It is expressly understood and agreed by and between the Parties that Upstart is not hired and/or engaged as an independent contractor or employee of the City and that no member of Upstart is an officer, agent, representative, or employee of the City of Bastrop. The Parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the Parties.
- 2) No Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of

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Purposes Only**

benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

- 3) Governmental Immunity. Nothing herein contained shall be deemed to waive, diminish or impair the City's limit of liability under the laws providing for governmental immunity.
- 4) Safety. The work to be performed under this Agreement shall be performed entirely at Upstart's risk. Upstart shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this Agreement. Upstart shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the work, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Upstart, or anyone directly or indirectly employed and/or supervised by Upstart shall be remedied by Upstart.
- 5) Ownership/Responsibility. Unless otherwise agreed by the Parties, in writing: (1) Upstart shall have title and ownership of all films, videos, documents, publications, brochures, reports, data, in any form or media, produced by Upstart pursuant to this Agreement; (2) Upstart shall have sole ownership of all copyright interest in any documents produced by Upstart pursuant to this Agreement, to the extent that any such documents may be copyrighted; and (3) all works produced under this Agreement shall remain property of the Upstart in the event of termination and/or expiration of the Agreement. All equipment acquired with PEG Funds shall be and remain the property of the City of Bastrop, but shall be leased to Upstart for its use in creating PEG programming, for a total amount of \$1.00/year.
- 6) The Parties specifically agree that Upstart is solely responsible for all claims, actions, liabilities, costs, or damages related to the content of the programming produced and/or provided by Upstart on the PEG access channel, pursuant to this Agreement, and that Upstart shall indemnify and defend City in any action related to same.
- 7) This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas.
- 8) Control of Work Product. Any reports, information, project designs, data, product, or other documentation developed by Upstart hereunder, given to or prepared by or assembled by Upstart, are the sole property of and responsibility of Upstart, unless otherwise agreed between Upstart and the third party, if applicable.
- 9) 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.

- 10) The paragraph/section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs/sections.
- 11) 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) This Agreement may only be amended by the mutual consent of the Parties, which shall be memorialized in writing and appended to the original, fully executed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

CITY OF BASTROP, TEXAS

By: \_\_\_\_\_  
Michael H. Talbot, City Manager

Attest:  
  
\_\_\_\_\_  
Elizabeth Lopez, City Secretary

UPSTART, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Draft - For Discussion  
Purposes Only**

**EXECUTED** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014

**Draft - For Discussion  
Purposes Only**

**EXHIBIT "F"**

**Response from Republic Services  
Brush Pick-up in the City of Bastrop**

## Mike Talbot

---

**From:** Gauci, Gary <GGauci@republicservices.com>  
**Sent:** Monday, July 21, 2014 1:45 PM  
**To:** Mike Talbot  
**Subject:** City of Bastrop Response  
**Attachments:** City of Bastrop Bulk Recap.pdf; City of Bastrop Recap - City Manager.pdf  
**Categories:** Red Category

Michael,

I have attached a recap of the June 24 City Council meeting and our response to the service questions, along with a 1 page summary of our new service schedule and guidelines. Please look them over and let me know if you have any questions. If everything looks good, please forward to all appropriate parties.

Thanks again and please let me know if you need anything else.

Warm regards,

Gary

**Gary Gauci**

**Municipal Services Manager | Republic Services, Inc.**

3424 FM 973 | Del Valle, TX 78617

☎ Phone: 512.651.5789 | ☎ Cell: 512.779.2259 | ✉ E-Mail: [ggauci@republicservices.com](mailto:ggauci@republicservices.com)



### City of Bastrop Bulk/Brush Operational Overview Effective July 28, 2014

**Bulk/Brush pickup** – Every Monday for residents south of Chestnut and west of the river

**Bulk/Brush pickup** – Every Thursday for residents north of Chestnut and east of the river

- 1) Every Monday, quadrants 1 & 2, south of Chestnut and west of the river will be serviced by a rear load truck. This truck will sweep every street within the designated area and service all Bulk/Brush piles. The only time that a pile will not be serviced is due to one of the following:
  - a. The load is simply too large or heavy for hand loading. If that is the case, the driver will tag the load and then schedule the load on the Thursday route to be serviced by our boom/picker truck. The city will be notified of any residences that are pushed to the Thursday route via an excel spreadsheet that will be emailed to the Utilities Department on the next business day. The tag will clearly identify the service date and that there is no further action required by the resident.
  - b. The load contains some type of non-compliant waste stream as defined in 1.14 Garbage, 1.15 Hazardous Waste, 1.20 Rubbish or 3.01 (f) Residential Brush and Bulky Waste Collection, of our current contracts. Many times, a resident may unknowingly put something in their Bulk/Brush pile that falls outside of the contract. i.e.) Land clearing projects. Construction debris, Hazardous items, Paint cans, Motor oil, Chemicals, Batteries, Syringes, non- tagged appliances still containing CFC's. As soon as a non-compliant load is tagged by our driver, the driver will record the address of the residence, the reason for rejection and photograph the load. The address and reason will then be put into a spreadsheet and emailed to the Utilities Department on the next business day. Once the homeowner corrects their load, they will be notified to contact the Utilities Department. At that time, the Utilities Department will remove the listed address from their list of non-compliant Bulk/Brush loads and notify Republic Services to schedule service at that residence on the next regular pickup day.
  - c. The load is non-compliant and the homeowner fails to address the load. There may come a time when a homeowner will simply fail to acknowledge a non-compliant load and bring it into compliance. At this point, the load will not only be out for more than a period of 7 days but it could potentially be out for several weeks and become not only an eyesore but a public health hazard as well. When this situation arises, Republic Services will work directly with the City of Bastrop and Code Enforcement to ensure the greatest level of service, while still allowing the city to take whatever legal means may be necessary to address and non-compliant, non-responsive load. These loads will be easy to identify because Republic Services will be providing the Utilities Department with daily follow up reports after each Monday and Thursday pickup. If there are tagged loads, the spreadsheet will identify the date, address and reason for non-compliance. Once a certain period of time passes with no response from the resident, the city can then escalate the non-compliant load to Code Enforcement. Code Enforcement will then follow all city ordinances and proceed accordingly to rectify the situation. Once the situation has been resolved, the Utilities Department will notify Republic Services and we will get the newly compliant load scheduled for the next scheduled service date.
- 2) Every Thursday, quadrants 3 & 4, north of Chestnut and east of the river, will be serviced. We will deploy a team of a driver and helper in a rear load truck to sweep every street in this section, along with a boom/picker truck. The rear load truck will immediately start servicing quadrants 3 & 4, while the boom truck will be deployed to quadrants 1 & 2 to address any of the loads that were too large from the Monday route that need to be addressed. Once quadrants 1 & 2 are clear, the boom/picker truck will then catch up to the rear load truck in quadrants 3 & 4 and address any loads that are too large for hand pickup.

Republic Services is dedicated to providing world class service to the City of Bastrop and its citizens. By increasing the bulk/brush service frequency, we will provide the citizens with greater coverage, while partnering with the city to maintain the highest levels of aesthetics and beautification. We will continue to partner with the city in all initiatives regarding health, safety and beautification of the City of Bastrop.



July 21, 2014

Mr. Michael Talbot  
City Manager  
City of Bastrop  
1311 Chestnut St.  
Bastrop, TX 78602

Michael,

As a follow up to our meeting, dated July 15, 2014, I would like to provide you and the city a recap of some of the recent service changes that Republic Services is planning on making within the City of Bastrop to provide greater levels of service and reduce any potential issues over the regularly scheduled Bulk/Brush pickup within the city.

On Tuesday, June 24, 2014, Dane Power, our Division Manager and I were invited to meet with the City Council regarding some questions on the service level and current service schedule for the Bulk/Brush pickup within the City of Bastrop. According to our current contract, the Second Amended and Restated Contract for Solid Waste Collection and Disposal Service, dated May 1, 2008, Republic Services was to service Bulk/Brush once per week on a call in basis, per section 3.01 subsection (f). While this method had some initial success, two issues surfaced. There were several residents that didn't contact the city or Republic Services to schedule their pickup, resulting in several homes that didn't receive a Bulk/Brush servicing. There also came a point where the volume of incoming calls became too large to service at the levels and standards that Republic Services holds itself to. Knowing that these issues needed to be remedied, Republic Services and the City of Bastrop sat down to come up with an alternate plan of action regarding the Bulk/Brush pickup. Through our partnership with the city, we rolled out a new Bulk/Brush pickup on October 1, 2012. This program divided the city into 4 quadrants, with each quadrant scheduled to be serviced one time per month. Since the city has 4 residential service days, M – Th, we scheduled Bulk/Brush pickups on each Monday, per quadrant. i.e.) Monday residential trash customers receive Bulk/Brush pickup on the first Monday of each month, Tuesday residential trash customers receive Bulk/Brush pickup on the second Monday of the month on so on. This schedule is what we currently service the city with today. While this method has been somewhat successful, the city council did bring up some very valid points about certain piles of brush being on city streets for long periods of time. There are really two main reasons for their concerns. First, as Dane and I both acknowledged, there have been a few changes within our operational team that have caused some gaps in service. Second, when a resident is serviced on their normally scheduled pickup day, they can get home the day of servicing and start a new brush pile in their front yard which, according to our current schedule will not be picked up for another 28 days. Neither of the above mentioned scenarios are excuses, nor are they intended to be excuses for the recent service issues within the City of Bastrop. Upon the conclusion of our meeting, Dane notified Mayor Pro-Tem DeLaRosa and the rest of the City Council that we would, review our current service offering and create a durable, simple systematic process that will improve the level of service within the City of Bastrop, do it quickly and do it at no cost to the residents. The following is our response and planned rollout for Bulk/Brush pickups moving forward.

First, I'd like to address the issues that both Mayor Pro-Tem DeLaRosa and Councilman Beal raised about the service levels and turnover within the Austin Division. We do acknowledge that there has been some turnover within the division, resulting in some variance of service standards. To rectify the service standards, our company screened and committed to the right candidates that are providing both tenure and stability to the Austin Division. Leading the Austin Division is Bill Rich. Bill managed the Austin Division for 7 years before taking over our San Antonio Division in 2009. Bill is now in charge of central Texas and he will provide seasoned leadership and consistency throughout the region. Another example is our Division Manager, Dane Power. Dane was in Austin for less than a month when he met with the City Council on June 24. He told the council that the problems would be resolved and a plan would quickly be implemented. Prior to the June 24 meeting, Dane had directed resources to comb the City of Bastrop on a weekly basis

and we haven't had any calls from the Utilities Department, Code Enforcement or any other City of Bastrop agencies regarding excessive Bulk/Brush since early June. Alexander Nicholson is another strong asset for the Austin Division. Alex is the new Operations Manager in Austin and is in charge of all operational affairs with over 18 years' experience. Alex manages all the line of business supervisors (Residential, Commercial and Industrial) and their respective drivers. Alex reports directly to Dane and they will also be adding an additional supervisor to the team to ensure even greater oversight and responsiveness to the operations team and crew of drivers. Both Dane and Alex are long term Republic Services employees and both have relocated their families to Austin.

Second, the level of service will change from the once per month, quadrant based system to a weekly sweep of the entire City of Bastrop. This sweep will be conducted in part on every Monday and Thursday. Essentially, we will service quadrants 1 & 2 (Hunters Crossing/Tahitian Village) or everything south of Chestnut and west of the river, every Monday. We will have a team of a driver and driver helper run a rear load truck through every street in the designated area and service all homes for Bulk/Brush via hand pickup. If the driver comes across a home with a load that is out of compliance, the driver will place a bright orange tag on the load stating the reason that the load wasn't picked up. Essentially, there are three reasons that a load won't be serviced on the Monday route.

- a. The load is simply too large or heavy for hand loading. If that is the case, the driver will tag the load and then schedule the load on the Thursday route to be serviced by our boom/picker truck. The city will be notified of any residences that are pushed to the Thursday route via an excel spreadsheet that will be emailed to the Utilities Department on the next business day. The tag will clearly identify the service date and that there is no further action required by the resident.
- b. The load contains some type of non-compliant waste stream as defined in 1.14 Garbage, 1.15 Hazardous Waste, 1.20 Rubbish or 3.01 (f) Residential Brush and Bulky Waste Collection, of our current contract. Many times, a resident may unknowingly put something in their Bulk/Brush pile that falls outside of the contract. i.e.) Land clearing projects, Construction debris, Hazardous items, Paint cans, Motor Oil, Chemicals, Batteries, Syringes, non-tagged appliances still containing CFC's. As soon as a non-compliant load is tagged by our driver, the driver will record the address of the residence, the reason for rejection and photograph the load. The address and reason will then be put into a spreadsheet and emailed to the Utilities Department on the next business day. Once the homeowner corrects their load, they will be notified to contact the Utilities Department. At that time, the Utilities Department will remove the listed address from their list of non-compliant Bulk/Brush loads and notify Republic Services to schedule service at that residence on the next regular pickup day.
- c. The load is non-compliant and the homeowner fails to address the load. There may come a time when a homeowner will simply fail to acknowledge a non-compliant load and bring it into compliance. At this point, the load will not only be out for more than a period of 7 days but it could potentially be out for several weeks and become not only an eyesore but a public health hazard as well. When this situation arises, Republic Services will work directly with the City of Bastrop and Code Enforcement to ensure the greatest level of service, while still allowing the city to take whatever legal means may be necessary to address and non-compliant, non-responsive load. These loads will be easy to identify because Republic Services will be providing the Utilities Department with daily follow up reports after each Monday and Thursday pickup. If there are tagged loads, the spreadsheet will identify the date, address and reason for non-compliance. Once a certain period of time passes with no response from the resident, the city can then escalate the non-compliant load to Code Enforcement. Code Enforcement will then follow all city ordinances and proceed accordingly to rectify the situation. Once the situation has been resolved, the Utilities Department will notify Republic Services and we will get the newly compliant load scheduled for the next scheduled service date.

Quadrants 3 & 4, north of Chestnut and east of the river, will be serviced every Thursday. We will deploy a team of a driver and helper in a rear load truck to sweep every street in this section, along with a boom/picker truck. The rear load truck will immediately start servicing quadrants 3 & 4, while the boom truck will be deployed to quadrants 1 & 2 to address any of the non-compliant loads from the Monday route that have been addressed. Once quadrants 1 & 2 are clear, the boom/picker truck will then catch up to the rear load truck in quadrants 3 & 4 and address any loads that are too large for hand pickup. Eventually, the boom/picker truck

may only have to be deployed on an every other week or even monthly basis, once the city has been swept for several cycles and there simply aren't any large or heavy brush piles that can't be serviced by hand. When this occurs, Republic Services will review this change with the City of Bastrop and make sure that all parties are in agreement.

Occasionally, some unforeseen circumstance may arise that will prevent completion of a route. Mechanical issues, traffic/accidents, unusually heavy loads and storms/storm damage all fall under this category. When we have route/service issues, we will clearly communicate with the Utilities Department as to the nature of the concern and a timeline that the problem will be resolved and when the route will be completed. In addition, there are other incidences when the city may be notified of some type of emergency situation from a resident or a pile that has been placed out after the scheduled service date that is causing some type of concern or safety concern for the local residents. The Utilities Department will simply contact Republic Services with the location and nature of the load and we will schedule and service the load on the next service date, regardless of which quadrant the residence is located in.

Republic Services is truly dedicated to being a trusted, long term partner with the City of Bastrop. We appreciate the years that the city has allowed us to be of service and we look forward to being a seamless, responsive partner that will provide above and beyond service for many years to come. We have a group of tenured, devoted drivers that are assigned to the city and have completed all logistical steps to effectively roll out our new Bulk/Brush pickup immediately. I will work with Tracey Moffett in the Utilities Department and Karla Stovall in Finance to ensure that our tag system, messaging and roll out to the city are clear, concise and professionally rolled out to all residents within the City of Bastrop. I am also including a one page summary of our service commitment to the city that will provide all residents, Council members and city employees a quick snapshot of our Bulk/Brush service level and commitment. The effective date for the official, city wide rollout is Monday, July 28, 2014. Once again, thank you for the opportunity to serve the City of Bastrop and please feel free to provide my name and contact information to anyone within the city who may have questions, comments or concerns about our service and our commitment to the City of Bastrop.

Warm regards,

Gary A. Gauci  
Municipal Services Manager  
Republic Services  
(512) 484-3819 (personal cell)  
[ggauci@republicservices.com](mailto:ggauci@republicservices.com)



## **REPUBLIC SERVICES**

We are sorry we could not take the bulk/  
brush pile. Please see the reason checked  
below:

- The load is too large to be loaded by hand. Republic Services will pickup on Thursday with a boom/picker truck.  
**\*\* No action is required of homeowner\*\***
- Account is not active
- Construction debris and land clearing projects cannot be collected at curbside pick-up (special collection can be arranged for additional fees, call 1-800-252-3586 for more information)
- Unacceptable or hazardous items:  
paint, paint cans, chemicals, batteries, motor oil, tires, automobile parts and syringes cannot be collected
- Item must be tagged as refrigerant free from a licensed appliance technician before it is collected
- Pile not accessible or blocked (must be placed within 3ft of curb and not under overhanging tree limbs; or electrical, telephone, cable or other overhead wires)
- Other: \_\_\_\_\_

Republic Services works closely with the City of Bastrop Code Enforcement Department and the City's Utility Service's Department to ensure that all residents are serviced and that if any piles remain Republic notifies these departments of the reason(s) the pile was unserviceable. The City's Code Enforcement Department will follow-up on any piles that are unserviceable by Republic. Once the necessary corrections have been made to service the pile, please contact City of Bastrop Utility Services at 512-332-8830 to be placed on the next scheduled pickup route.

*For more information call:*

City of Bastrop Customer Service 512-332-8830  
Or Republic Services 1-800-252-3586



City Of Bastrop Service Record



Date	Address	Driver	Explanation: Please Circle
1		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
2		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
3		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
4		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
5		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
6		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
7		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
8		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
9		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
10		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
11		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other
12		Too Large	Land Clearing Const. Debris Hazardous Items Not CFC tagged Inaccessible Other



City of Bastrop Bulk/Brush Operational Overview  
Effective July 28, 2014



**Bulk/Brush pickup** – Every Monday for residents south of Chestnut and west of the river

**Bulk/Brush pickup** – Every Thursday for residents north of Chestnut and east of the river

Drivers are to run the **Monday** route via a rear load truck and service all bulk/brush in the designated area.

**EVERY STREET** within the designated area is to be driven and inspected every service day. **NO EXCEPTIONS.**

1. If a driver finds a load that is too large to be hand loaded in a rear load truck, they must:
2. Tag the load and check the corresponding box.
3. Make sure the tag is clearly visible from the street for both the resident and City Officials to see.
4. Driver will then note address and explanation on Bastrop Service Record (see back )
5. Driver **MUST LEGIBLY INITIAL AND DATE EVERY TAG**
6. Upon returning to the office, driver will provide Jessica and Cody copies of the Bastrop Service Record to ensure residence is scheduled for Thursday pickup with boom/picker truck.
7. Jessica and Cody will then ensure that the residence is scheduled for the Thursday route and follow up with an email notification of the address and Thursday pickup with the Bastrop City Hall.

**\*\*\*Drivers are to be given direction from Management as to what makes a load too large for hand servicing\*\*\***

1. If a driver runs across a non-compliant load, they must:
2. Tag the load and check the corresponding box.
3. Take a **MINIMUM of 2** pictures of the non-compliant materials.
4. Make sure the tag is clearly visible from the street for both the resident and City Officials to see.
5. Driver will then note address and explanation on Bastrop Service Record (see back )
6. Driver **MUST LEGIBLY INITIAL AND DATE EVERY TAG**
7. Upon returning to the office, driver will provide Jessica and Cody copies of the Bastrop Service Record and the corresponding photos of the non-compliant loads.
8. Jessica and Cody will then make note of the account and notify the City of Bastrop via email of the residence address.
9. Once the resident has brought the load to a complaint status, the Bastrop City Hall will notify Jessica and that residence will be scheduled for pickup on their next regular service day.

Drivers are to run the **Thursday** route via a rear load truck and boom/picker truck and service all bulk/brush in the designated area.

**EVERY STREET** within the designated area is to be driven and inspected every service day. **NO EXCEPTIONS.**

1. If the rear load truck starts servicing the designated area and they find a load that is too heavy for hand servicing, they must:
2. Tag the load and check the corresponding box.
3. Make sure the tag is clearly visible from the street for both the resident and City Officials to see.
4. Once the load is tagged, they are required to contact Cody and dispatch immediately.
5. Cody and dispatch will then call out to the boom/picker driver and make sure that the proper residence is added to the Thursday schedule.
6. The picker truck will then add this residence to their current route sheet and service the identified location that very same day.

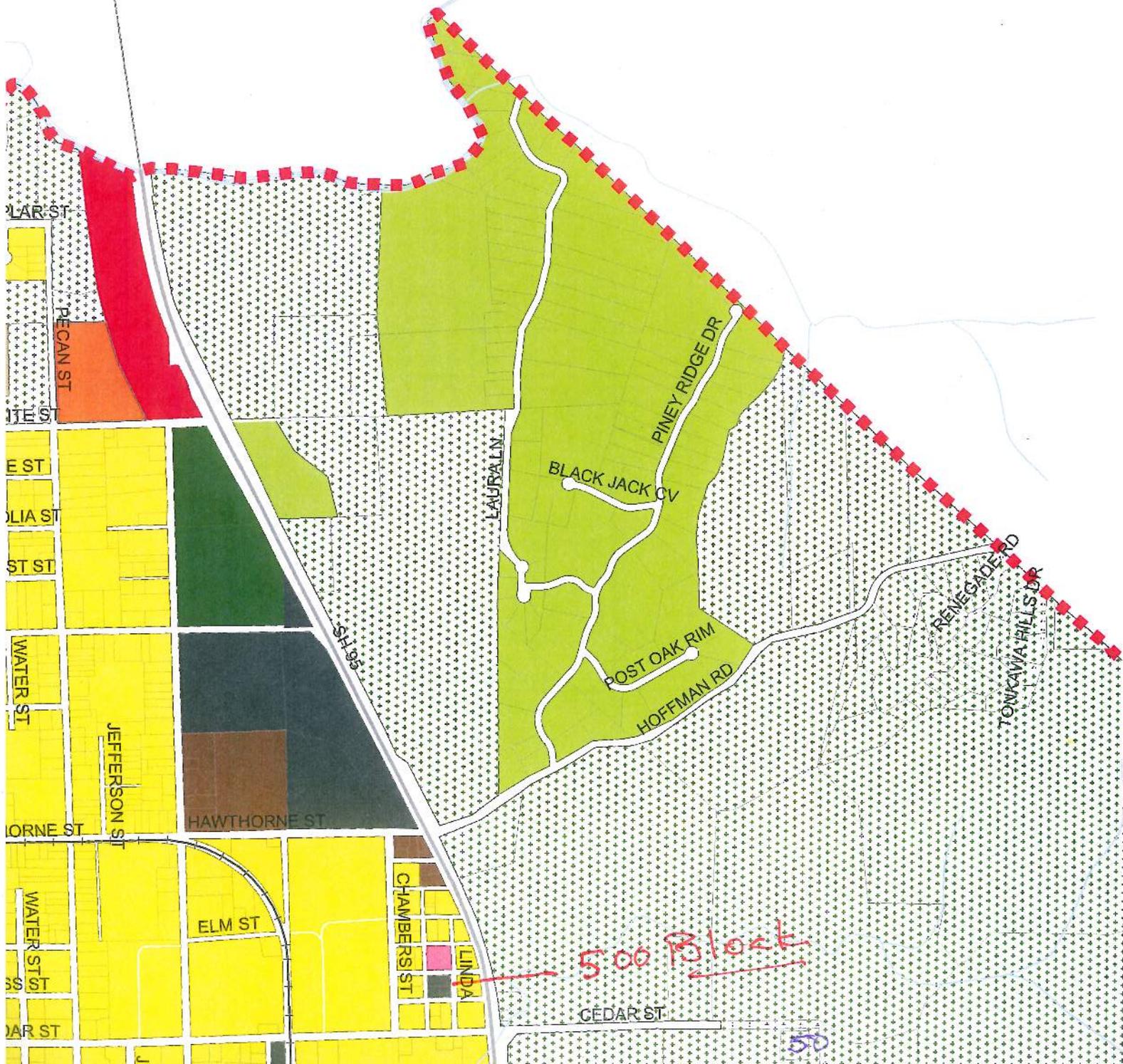
**\*\*\*Drivers are to be given direction from Management as to what makes a load too large for hand servicing\*\*\***

1. If a driver runs across a non-compliant load, they must:
2. Tag the load and check the corresponding box.
3. Take a **MINIMUM of 2** pictures of the non-compliant materials.
4. Make sure the tag is clearly visible from the street for both the resident and City Officials to see.
5. Driver will then note address and explanation on Bastrop Service Record (see back )
6. Driver **MUST LEGIBLY INITIAL AND DATE EVERY TAG**
7. Upon returning to the office, driver will provide Jessica and Cody copies of the Bastrop Service Record.
8. Jessica and Cody will then make note of the account and notify the City of Bastrop via email of the residence address.
9. Once the resident has brought the load to a complaint status, the Bastrop City Hall will notify Jessica and that residence will be scheduled for pickup on their next regular service day.

**EXHIBIT "G"**

**Zoning Map 1702 Linda Street**

# City of Bastrop 2





## Bastrop Central Appraisal District

212 Jackson Street / P O Drawer 578 Bastrop Texas 78602  
(512) 303-1930 Telephone / (512) 303-4805 Fax



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- [Abstracts](#)
- [Subdivisions](#)
- [Tax Estimator](#)
- [Tax Exemption Forms](#)
- [File an Online Protest](#)
- [Bastrop County Tax Office](#)
- [Bastrop County Clerk](#)
- [Links](#)

**Property Detail Sheet (R33325)**



[History](#)



[GIS Map](#)



[Datasheet](#)



[Protest](#)

**Owner Information**

Owner ID: **O0108392**  
 Owner Name: **HOOVER, THOMAS & JUDITH**  
 Owner Address: **1316 WILSON ST  
 BASTROP, TX 78602**  
 Property Address: **1702 LINDA  
 BASTROP, TX 78602**

**Parcel Information**

Legal Description: **YOUNG SUBD, BLOCK 5, LOT 3, ACRES 0.182**  
 Neighborhood: **S8520( S8520 - Young Subd )**  
 Acreage: **0.182**  
 Cross Reference: **R33325**  
 Undivided Interest:

Exemption Codes:

Entity Codes: **C04 (City Of Bastrop)  
 G01 (Bastrop County)  
 RD1 (County Road)  
 S04 (Bastrop ISD)**

Deed Type: **CONVERSION**  
 Deed Book: **969**  
 Deed Page: **376**  
 Map Page:  
 Links:

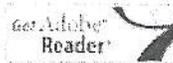
[Click here](#) to view your 2014 certified values and prior history.

**Improvements**

ID	Type	SPTB	Segs	Value
<a href="#">Imp1</a>	R (Residential)	A1 (A1 - Residential Single Family)	5	Unavailable

**Land**

ID	Type	SPTB	Acres	Market
<a href="#">Land1</a>	L (Residential Lot)	A1 (A1 - Residential Single Family)	0.1820	Unavailable



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

**EXHIBIT "H"**

**Letter to Citizens Regarding Dirty Water**

August 8, 2014

**Dear Citizens of Bastrop,**

Some homes in the western portions of the City have recently been experiencing dirty water problems. The City is committing its resources to identifying the cause of this problem and to promptly take steps to correct the situation. The City has been testing the water very frequently, for safety, and the City's water has been meeting all safety standards of the State. The water is safe to use and drink, but it is not appealing to use.

One of the major factors that the City believes is likely contributing to this problem is the high level of construction activity that is currently underway in the west side of Bastrop. While this economic growth certainly has a long term benefit to the area, during the construction phase, problems can arise.

For example, at this time, when a contractor starts building roads and foundations for a project it is required to install a temporary valve and meter in the City's line, to provide large volumes of water for their project. By opening these valves, the contractor can very quickly withdraw water from the City's system to handle their construction needs. The City has a total of 12 temporary construction meters and all of these are currently deployed in the west side of the City. Here is why these valves and the construction activities may result in dirty water. When a contractor fills up a water truck for their project (which they do many, many times a day) they are pumping an average of 3,000 to 5,000 gallons of water from the pipe, every few hours. This high flow and velocity is causing sediment that normally sits at the bottom of the pipe to be "stirred up" in the water mains and, then, when a homeowner turns on the tap they may see the "dirty water" at their house. A recent analysis of the dirty water indicated that the homeowner is actually seeing 'manganese' that is always in the water, but not in the concentration that is currently being seen. It is not a new or unsafe 'contaminant'. In addition, the City has done water analysis and the tests have proved that the water is safe to drink.

To address the current situation in Bastrop, the will advise contractors to contact LCRA to have the contractors fill their trucks directly from the Colorado River, which will curtail the high use and velocity in the City's pipes which has been causing much of the turbidity and dirty water.

In addition, while the City waits for those permits to be issued, the City staff is increasing the frequency and the locations for flushing the water mains, in an attempt to eliminate the sediments out of the system. The City has purchased 20 'automatic flush valves' that will automatically flush the water mains, on a daily basis. Finally, in coordination with approval from the Texas Commission on Environmental Quality (TCEQ), the City is adding polyphosphates (which are specifically approved for public water systems) to help sequester the manganese.

Nevertheless, the City anticipates that the current level of construction will likely continue in Bastrop for the next couple of years. As a result, the City is working with the TCEQ to develop a long term program that will have contractors start using the City's wastewater effluent (water reuse from the wastewater plant) for their construction projects, rather than continuing to connect to the City's water system. Use of this effluent water is acceptable, but the City is required to file an application with the TCEQ and install certain equipment at the wastewater plant that will allow the construction equipment to fill at the plant. We hope to have this program operational within the next six (6) months.

The citizens should be assured that the City tests its potable water throughout the City's system every day, to ensure it is absolutely safe to drink. In addition, the City must file the test results with the TCEQ on a periodic basis. The water 'may not look clean' but it is safe to drink.

The City Council, Manager, and staff are working diligently - every day - on this issue, and we all hope that you will begin to see some results in the near future.

Sincerely,

Michael H. Talbot  
City Manager

## **EXHIBIT "I"**

### **The City of Bastrop's Ranked Top Priorities for 2014 through 2016**

# City of Bastrop Top Priorities for 2014-2016 – Results of City Council “Scores” for Priorities

**Note: There were ties for Priority #9 (9 votes each) and #12 (4 votes each)**

GOAL	STEPS	PERSON(S) RESPONSIBLE	TIME FRAME	FINANCIAL IMPACTS	# PRIORITY POINTS
1. Update City's Comprehensive Plan	<ul style="list-style-type: none"> <li>a. Establish process for updating plan</li> <li>b. Retain consultant to update Plan</li> <li>c. Monitor Plan Progress/Adopt Completed Plan</li> </ul>	<ul style="list-style-type: none"> <li>City Manager/ Vision Task Force</li> <li>City Manager</li> <li>City Mgr/Council</li> </ul>	<ul style="list-style-type: none"> <li>_____</li> <li>_____</li> <li>_____</li> </ul>	<ul style="list-style-type: none"> <li>\$ _____</li> <li>\$ _____</li> <li>\$ _____</li> </ul>	<b>28</b>
2. Develop a Short-Term and Long-Term Water Plan Strategy for the City of Bastrop	<ul style="list-style-type: none"> <li>a. Council identifies a solution, with guidance from City Manager</li> <li>b. Implementation plan with target dates</li> </ul>	<ul style="list-style-type: none"> <li>City Council/ City Manager</li> <li>City Manager</li> </ul>	<ul style="list-style-type: none"> <li>April 2014</li> <li>_____</li> </ul>	<ul style="list-style-type: none"> <li>To Be Determined</li> </ul>	<b>27</b>
3. Develop and Adopt Plan for Annexation/Utility Expansion	<ul style="list-style-type: none"> <li>a. Consider and analyze annexation alternatives</li> <li>b. Present preliminary alternatives to Council</li> <li>c. Provide direction on alternatives</li> <li>d. Draft plan for annexation expansion</li> <li>e. Adopt annexation plan</li> <li>f. Consider and analyze utility expansion alternatives (<i>some of this will be included in the long-term water plan</i>)</li> <li>g. Present preliminary alternatives to Council</li> <li>h. Provide direction on alternatives</li> <li>i. Develop plan for utility expansion (<i>some of this will be included in the long-term water plan</i>)</li> <li>j. Adopt utility expansion plan</li> </ul>	<ul style="list-style-type: none"> <li>City Manager</li> <li>City Manager</li> <li>City Council</li> <li>City Manager</li> <li>City Council</li> <li>City Manager</li> <li>City Manager</li> <li>City Council</li> <li>City Manager</li> <li>City Council</li> <li>City Council</li> </ul>	<ul style="list-style-type: none"> <li>_____</li> </ul>	<ul style="list-style-type: none"> <li>\$ _____</li> </ul>	<b>20</b>
4. Develop Plan for Fire Protection	<ul style="list-style-type: none"> <li>a. Decide whether want to be part of existing Emergency Service District</li> <li>b. Decide whether want to build a City fire station                             <ul style="list-style-type: none"> <li>i. If so, where?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>City Council</li> <li>City Council</li> <li>City Council</li> <li>City Manager-Cost;</li> </ul>	<ul style="list-style-type: none"> <li>_____</li> <li>_____</li> <li>_____</li> </ul>	<ul style="list-style-type: none"> <li>\$ _____</li> <li>\$ _____</li> <li>\$ _____</li> </ul>	<b>19</b>

GOAL	STEPS	PERSON(S) RESPONSIBLE	TIME FRAME	FINANCIAL IMPACTS	# PRIORITY POINTS
	<ul style="list-style-type: none"> <li>ii. Staffing for new fire station?</li> <li>c. Develop plan for fire protection (paid city Fire Department; expanded volunteer Fire Dept., joining Emergency Service District; or other)</li> </ul>	<p>City Council decide City Manager/Staff, upon direction of Council</p>	<p>_____ _____</p>	<p>\$ _____ \$ _____</p>	
<p>5. Continue Benchmarking [Staffing Levels, Types of Services, Financial Metrics (Tax Rate, Indebtedness), Succession Planning]</p>	<ul style="list-style-type: none"> <li>a. Recommended benchmark cities to Council for consideration (may be different per study)</li> <li>b. Council direction re priorities for which staffing levels analyses to do first, second, etc.</li> <li>c. Initiate individual studies, with consultant(s) if necessary</li> </ul>	<p>City Manager City Council City Manager, after funding approval of Council</p>	<p>_____ _____</p>	<p>To Be Determined</p>	<b>17</b>
<p>6. Explore a Plan for Affordable Housing Within the City</p>	<ul style="list-style-type: none"> <li>a. Review existing studies for ideas; draft alternatives</li> <li>b. Present alternatives to City Council</li> <li>c. Provide direction on alternatives</li> <li>d. Draft Affordable Housing Plan</li> <li>e. Adopt Affordable Housing Plan, if desired</li> </ul>	<p>City Manager and BEDC jointly City Manager City Council City Manager/Staff City Council</p>	<p>_____ _____ _____ _____ _____</p>	<p>\$ _____ \$ _____ \$ _____ \$ _____ \$ _____</p>	<b>15</b>
<p>7. Consider Constraints/ Incentives for Infill Development (Form-Based Code Study/Ordinance will cover some of this)</p>	<ul style="list-style-type: none"> <li>a. Identify constraints and/or potential incentives to offer for infill development</li> <li>b. Present to City Council</li> <li>c. Provide direction on alternatives</li> <li>d. Prepare Infill Development Plan</li> <li>e. Adopt Infill Development Plan</li> </ul>	<p>City Manager and BEDC jointly City Manager City Council City Manager and BEDC jointly City Council</p>	<p>_____ _____ _____ _____ _____</p>	<p>\$ _____ \$ _____ \$ _____ \$ _____ \$ _____</p>	<b>14</b>
<p>8. Consider General Fund Level, Tax Rate, &amp; Future Bonded Indebtedness for Infrastructure</p>	<ul style="list-style-type: none"> <li>a. Timeline for decision-making to City Council re GO bonds and CO's</li> <li>b. Council direction re desired alternatives</li> <li>c. Capital Improvements Plan and/or bond issue(s) to Council</li> </ul>	<p>City Manager City Council City Manager</p>	<p>April-May 2014 _____ _____</p>	<p>To Be Determined</p>	<b>12</b>

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GOAL	STEPS	PERSON(S) RESPONSIBLE	TIME FRAME	FINANCIAL IMPACTS	# PRIORITY POINTS
9. Annual Review of City Manager's Performance	<ul style="list-style-type: none"> <li>a. Initiate process</li> <li>b. Conduct Review</li> </ul>	City Manager Mayor and Council	April 2014 By June 2014	N/A	9
9. Complete Implementation of Form-Based Codes for City Zoning	<ul style="list-style-type: none"> <li>a. Present Plan to Council</li> <li>b. Council direction re desired alternatives</li> <li>c. Finalize Form-Based Codes Ordinance</li> <li>d. Adopt FBC Ordinance</li> </ul>	Committee/CM City Council City Manager/Staff City Council	October 2014? _____ _____	To Be Determined	9
10. Review Police Staffing	<ul style="list-style-type: none"> <li>a. Review staffing level and recommend changes to Council, if needed</li> <li>b. Adopt police staffing changes in FY2014-15 budget</li> </ul>	City Manager City Council	Incorporate in FY 2014-15 budget _____	\$ _____	7
11. Clearly Communicated, Reasonably Attainable List of City Council Priorities for the City Manager	<ul style="list-style-type: none"> <li>a. List of priorities with dates to City Manager</li> </ul>	City Council	_____	N/A	6
12. Propose Process for Implementation of Task Force Initiatives; Present to City Council	<ul style="list-style-type: none"> <li>a. Develop process for implementation of initiatives</li> <li>b. Present to City Council</li> <li>c. Report to Council on regular basis</li> </ul>	Connecting Bastrop Vision Task Force Task Force Chair Task Force Chair	_____ _____ Quarterly	N/A To Be Determined	4
12. Include/Emphasize the Hispanic Community	<ul style="list-style-type: none"> <li>a. Identify ways in which to include and/or emphasize the Hispanic community in Bastrop and present to Council for consideration</li> <li>b. Provide direction on alternatives</li> <li>c. Implement desired alternatives</li> </ul>	City Manager/Staff City Council City Manager/Staff	_____ _____ _____	\$ _____ \$ _____ \$ _____	4
13. Negotiate Agreement with Camp Swift for Bastrop Police Officers to Use Firing Range	<ul style="list-style-type: none"> <li>a. Initiate contact to start negotiation</li> <li>b. Complete Agreement</li> </ul>	City Manager City Manager	April 2014 _____	Undetermined	1
14. Appreciation of Mayor Terry Orr's Service	<ul style="list-style-type: none"> <li>a. Plan an appreciation recognition event for Orr</li> </ul>	City Manager/Staff	_____	\$ _____	0