



# Bastrop City Council

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

Pursuant to the Texas Government Code, Chapter 551, the Bastrop City Council will hold a Regular Session on **October 28, 2014 at 6:30 pm** at the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider the following matters:

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE – *Traci Chavez, Executive Assistant to City Manager Talbot*
3. INVOCATION – *Marie Blazek, Practicing Buddhist*
4. PRESENTATION - *Texas District 14, Senator Kirk Watson*
5. PROCLAMATION(S) – a) “*America Recycles Day November 15, 2014*”  
b) “*National Municipal Court Week November 3-7, 2014*”
6. CITIZEN COMMENTS
7. ANNOUNCEMENTS

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## **City Manager’s Informational Report for October 28, 2014:** Items for update, discussion & possible action:

### **I. Meetings and Events Attended:**

- A. The Regular Monthly Board Meeting of the Bastrop Economic Development Corporation on October 20, 2014
- B. The Special City Council Utility Workshop on October 22, 2014
- C. The “Public Forum on the S.H. 71 Improvements and the Main Street Project” at the Bastrop Convention Center on October 22, 2014.
- D. Attended and Participated with the City Attorney in the Annual Board Training on October 23, 2014.

### **II. Update on City Projects and Issues:**

- A. Discussion and Review of Water Usage for the period of October 13, 2014 through October 26, 2014
- B. Update on the Short/Long Term Water Project.
- C. Review and Discussion and Possible Action Regarding Bastrop Arts in Public Places “Transformer Project”.
- D. Review and Discussion Regarding the “Public Forum on the S.H. 71 Project Improvements and the Main Street Project”.
- E. Update on the Chamber Street Reconstruction Project.
- F. Update on the City Wide Clean-Up Project
- G. Update on the Developing a “Updated Marketing Plan” for the Bastrop Convention Center.
- H. Discussion and Possible Action on the Bastrop Arts in Public Places Proposed “Pedestal Projects”
- I. Special City Council Meetings – November 18, 2014.
- J. Update on the Water Filtration Project.
- K. Update on Generator Project.
- L. Review and Discussion Regarding parking and Transportation Issues in the Central Business District and Surrounding Area.
- M. Update on Developing an RFQ for the Operation of the PEG Channel and Amendment to the Agreement for Filming Services
- N. Update on the Carts “Shelters”.
- O. Update on Relocation of the “Electrical Lines” Associated with the Tahitian Village Overpass Project.

### **III. Other City Activities:**

- A. City of Bastrop Convention Center Activities.
- B. The City of Bastrop Main Street Program.
- C. Planning Department – Inspection Report.
- D. Update on the YMCA Program.

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

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

	TAB	PG	REQUESTOR
A.1 Consideration, discussion, and possible action on the <b>SECOND Reading</b> of a proposed <b>ORDINANCE</b> of the City Council of the City of Bastrop, Texas for a <b>zoning district change</b> from LI, (Light Industrial) to SF-7, (Single Family Residential-7) comprising of all properties in Building Block 5 surrounded by Cypress, Linda and Rosanky Streets within the Young Subdivision more particularly described as <ol style="list-style-type: none"> <li>1. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot 1, also known as 1508 Rosanky Street. (R33333)</li> <li>2. Being a +/-0.364 acres within Young Subdivision, Building Block 5, Lot 2, also known as 1710 Linda Street. (R41403)</li> <li>3. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot 3, also known as 1702 Linda Street. (R33325)</li> </ol> in the city limits of Bastrop, Texas; and establishing an effective date.	A.1	8	Plan/ & Dvlpmnt Director McCollum
A.2 Consideration, discussion, and possible action on the <b>SECOND Reading</b> of a proposed <b>ORDINANCE</b> of the City Council of the City of Bastrop Texas, <b>amending the budget</b> for the Fiscal Year 2014 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.	A.2	16	CFO/ACM Stovall
A.3 Consideration, discussion, and possible action on the <b>SECOND Reading</b> of an <b>ORDINANCE</b> of the City Council of the City of Bastrop Texas, amending Chapter 6, of the Code of Ordinances of the City of Bastrop, Texas, entitled "Health & Sanitation" Sections 6.04.001, 6.04.004, and 6.06.009, to provide for <b>mowing private property up to edge of public pavements(s) and right-of-way</b> ; establishing fines for the violation of said articles; establishing enforcement authority, repealing any inconsistent provisions; and providing an effective date.	A.3	19	Utility/ PW Director Job
A.4 Consideration, discussion, and action with respect to the <b>SECOND Reading</b> of an <b>ORDINANCE</b> of the City Council of the City of Bastrop, Texas, amending Ordinance 2005-22, which adopted the City of Bastrop's <b>Personnel Policies Manual</b> ; related to Employee Benefits; repealing conflicting ordinances, resolutions and policies; including a savings clause; and establishing an effective date.	A.4	27	City Manager Talbot
A.5 Consideration, discussion, and possible action on the <b>SECOND Reading</b> of a <b>RESOLUTION</b> , on a project of the Bastrop Economic Development Corporation to commission a Bastrop Area <b>Housing Study</b> by Robert Charles Lesser & Co., LLC, (RCLCO), in an amount not to exceed \$35,000.	A.5	33	BEDC/ Ryan
A.6 Consideration, discussion, and possible action on a request for <b>approval</b> of a <b>STATUTORY DENIAL</b> , for a period of <b>180 days</b> from the date of Council action on this request for the <b>Administrative Plat of Haywood 1 Subdivision, to create 1 residential lot</b> located in Area A of the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.	A.6	46	Plan/ & Dvlpmnt Director McCollum
A.7 Consideration, discussion, and possible action on a request for <b>approval</b> of a <b>STATUTORY DENIAL</b> , for a period of <b>180 days</b> from the date of Council action on this request, for the <b>Replat of Lot 1-506 in Tahitian Village, Unit 1 to create 2 residential lots</b> located east of Kukui Court within the city limits of Bastrop, Texas.	A.7	48	Plan/ & Dvlpmnt Director McCollum
A.8 Consideration, discussion, and possible action on a request for <b>approval</b> of the expiration of the Preliminary Plat for XS Ranch Rivercamp Estates, Phase 2 (29 residential lots) within the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.	A.8	50	Plan/ & Dvlpmnt Director McCollum
A.9 Consideration, Discussion and possible action on a request to grant a variance to the Cemetery Ordinance, which is recommended for approval by the Cemetery Advisory Board. The variance requested would allow a plot owner to cover a cemetery plot in the Fairview Cemetery, legally described as being Block 7, Row C, Lot B (2 spaces), with a material (i.e., crushed rock) that is otherwise prohibited by the City's Cemetery Ordinance, "Fairview Cemetery", Section 15.01.015 (e) and (f), "Prohibited activities".	A.9	58	CFO/ACM Stovall

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 EXECUTIVE SESSION: *The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Ch. 551 Govt. Code, Vernon's TX Code, Annotated, the item below will be discussed in closed session.*  
 1. SECTION 551.071 – Consultations with Attorney related to legal matters  
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**B. PUBLIC HEARINGS, ORDINANCES, OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION - NONE**

**C. OLD BUSINESS**

**D. NEW BUSINESS**

- D.1 Consideration and action with respect to "**Ordinance Authorizing the Issuance of the City of Bastrop, Texas General Obligation Refunding Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Establishing Procedures for Selling and Delivery of One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds**". **D.1 63** City Manager Talbot
- D.2 Consideration, discussion, and possible action by the Bastrop City Council on a request from the Bastrop Main Street Program Design Committee to conduct a Public Test of a "**2-Point Parking**" Variant in the 700 block of Pine St.in spaces currently marked for "3-Point parking." **D.2 109** Bastrop Main St. Advisory Board
- D.3 Consideration, discussion, and possible action on the installation of Recreational Vehicle Stations connected with the Convention Center. **D.3 111** Citizen Richard Kesselus
- D.4 Consideration, discussion, and possible action regarding the release of HOT Funding to Upstart. **D.4 112** Council Member Gilleland
- D.5 Consideration, discussion, and possible action on the adoption of a Resolution of Support to convey the following properties which are held in trust by Bastrop Independent School District, Bastrop County and City of Bastrop to Habitat for Humanities to build new single family residential structures:  
 • R34561 - Building Block 24 East of Water Street being +/-0.165 acres also known as 1011 Emile Street.  
 • R35849 – Building Block 59 East of Water Street being +/-0.219 acres also known as 306 MLK Drive.  
 • R28887 – Farm Lot 5 West of Main Street being +/-0.191 acres also known as 1905 Wilson Street. **D.5 113** City Manager Talbot
- D.6 Board **APPOINTMENT** by Mayor Kesselus, subject to **confirmation** by the Bastrop City Council, on the appointment of **MICHELLE ADAMS**, as Pl. 1 Member of the **Bastrop Main Street Program Advisory Board**; filling an unexpired term vacated by Steve Dewire that expires **June 2015**. **D.6 122** Mayor Kesselus
- D.7 Consideration, discussion, and possible action on the approval of a **RESOLUTION** by the City of Bastrop, Texas and the Bastrop Economic Development Corporation". **D.7 127** Mayor Kesselus

## E. EXECUTIVE SESSION

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

1. **SECTION 551.071(1)(A) & SECTION 551.071(2) – Consultation with Attorney concerning:**
  - (1) Potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to and/or
  - (2) Matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property
3. **SECTION 551.074** – Personnel Matters – City Manager
4. **SECTION 551.086** – Certain Public Power Utilities; Competitive Matters

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

## F. ADJOURNMENT

### CERTIFICATION

I, hereby certify that this notice of meeting was posted at the Bastrop City Hall on the 24<sup>h</sup> day of **October 2014 at 4:00 pm**

*Elizabeth Lopez*, City Secretary

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



## *Mayoral Proclamation*

*National America Recycles Day  
November 15, 2014*

*Whereas, since 1997 the President has annually Proclaimed November 15<sup>th</sup> as National America Recycles Day to encourage Americans to commit to recycling; and*

*Whereas, for 15 years, our country has celebrated America Recycles Day as a time to focus on conserving valuable materials, keeping our communities clean, and protecting our environment. Today, we reflect on the progress we have made toward fulfilling those important goals and rededicate ourselves to building a more sustainable future; and*

*Whereas, on November 15<sup>th</sup>, millions of people across the United States take part in America Recycles Day, a day which was created to raise awareness about recycling and the purchasing of recycled products; and*

*Whereas, we invite our community members to participate in the "Team Up to Clean Up" community effort that begins on*

***November 9 -14, 2014 from 7:30am – 3:00pm***

*All Bastrop residents and utility customers are invited to bring in their recyclables, household garbage, scrap metal, and green waste to the Public Works Department located at 1209 Linden Street and*

***Saturday, November 15<sup>th</sup>, 2014 from 7:30 am – 8:30 am***

*"Team Up to Clean Up" team members will meet at the Bastrop City Hall located at 1311 Chestnut Street to begin our efforts to beautify our city.*

*Now, Therefore, I, Mayor, Ken Kesselus and the City Council Members of the City of Bastrop, do hereby Proclaim November 15<sup>th</sup>, 2014 as National America Recycles Day, and we call upon our citizens, religious organizations, businesses, educators, community organizations, and volunteers to join us in our efforts to publicly affirm our commitment to recycle, reduce and reuse.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 28<sup>th</sup> day of October, 2014, in the City of Bastrop, Texas.*

Ken Kesselus, Mayor



## Mayor's Proclamation

# Municipal Court Week

November 3 - 7, 2014



- Whereas*, the Municipal Court of the City of Bastrop, Texas, a time honored and vital part of local government, has existed since 1832; and
- Whereas*, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined; and
- Whereas*, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court; and
- Whereas*, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and
- Whereas*, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens, and
- Whereas*, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and
- Whereas*, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations; and
- Whereas*, it is most appropriate that we recognize the accomplishments of the 916 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities; and deterring future criminal behavior.
- Now, Therefore*, I, Mayor Kesselus and the Council Members of the City of Bastrop, do hereby call upon our community members to join us in the recognition of the personnel serving the Bastrop Municipal Court for their vital service and dedication to our community;

The Honorable Judge Hinds

Court Prosecutor Kathy Holton — Court Administrator Phyllis Mathison  
 Warrants & Collections, Kimberly Walters — Juvenile Case Manager Sheryl Tomlinson  
 Data Entry Clerk Amanda Howard — Court Bailiff — Trial Coordinator Patsy Paranych

*Further, let it be Proclaimed*, November 3 - November 7, 2014 as *Municipal Court Week*.

*In Witness Whereof*, I have set my hand and caused the seal of the City of Bastrop to be affixed this 28<sup>th</sup> day of *October 2014* in the City of Bastrop, Texas.



*KHKL*

Ken Kesselus, Mayor





## The Senate of The State of Texas

### SENATE PROCLAMATION NO. 1288

WHEREAS, The Senate of the State of Texas is pleased to recognize Terry Orr on the occasion of his retirement as mayor of Bastrop; and

WHEREAS, Mayor Orr was elected to office in 2008, and he served the people of Bastrop with distinction until the expiration of his term in May of 2014; under his impressive leadership, the city continued to grow and to be an outstanding place in which to live, work, and raise a family; and

WHEREAS, Mayor Orr played an important role in directing the creation of a new city hall and a new convention center, and he was instrumental in the city's ability to withstand the collapse of the United States economy in 2008 and to recover from the devastating wildfires of 2011; and

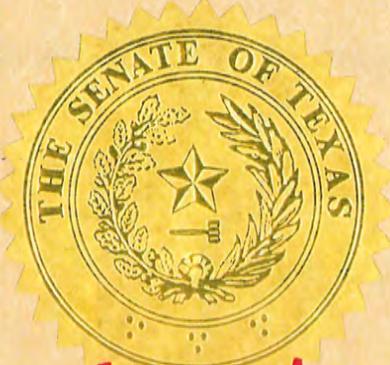
WHEREAS, It is a testament to Mr. Orr's energy and intellectual curiosity that he has returned to college to earn a bachelor's degree in liberal arts more than four decades after having received a master's degree in engineering; he has since 1992 owned and operated an offshore controls equipment company that serves customers around the world; and

WHEREAS, An exemplary public servant, he is respected and admired by colleagues and citizens alike, and his presence as mayor of Bastrop will be greatly missed; now, therefore, be it

PROCLAIMED, That the Senate of the State of Texas hereby commend Terry Orr on his exceptional service to the people of Bastrop and extend to him best wishes for continued success in all his endeavors; and, be it further

PROCLAIMED, That a copy of this Proclamation be prepared for him as an expression of esteem from the Texas Senate.

Watson



*Thurk Watson*

Member, Texas Senate

I hereby certify that the above Proclamation was adopted.

*Ratsy Spaw*

Secretary of the Senate

CITY OF BASTROP

AGENDA ITEM **A-1**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: **October 14, 2014**

MEETING DATE: **October 28, 2014**

1. Agenda Item: Consideration, discussion and possible action on the **SECOND READING** of a proposed Ordinance of the City Council of the City of Bastrop, Texas for a zoning district change from LI, Light Industrial to SF-7, Single Family Residential-7 comprising of all properties in Building Block 5 surrounded by Cypress, Linda and Rosanky Streets within the Young Subdivision more particularly described as
  1. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot 1, also known as 1508 Rosanky Street. (R33333)
  2. Being a +/-0.364 acres within Young Subdivision, Building Block 5, Lot 2, also known as 1710 Linda Street. (R41403)
  3. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot3, also known as 1702 Linda Street. (R33325)

in the city limits of Bastrop, Texas; and establishing an effective date.
2. Party Making Request: **Melissa McCollum, Director of Planning and Development**
3. Nature of Request: (Brief Overview) Attachments: **Yes**  No
4. Policy Implication: \_\_\_\_\_
5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
 

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

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_
6. Alternate Option/Costs: \_\_\_\_\_
7. Routing: 

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
8. Staff Recommendation: **Staff recommends approval of the zoning district classification of SF-7, Single Family Residential-7, for the 3 separate tracks comprising of Building Block 5 in Young Subdivision.**
9. Advisory Board Recommendation: XXXX Recommended Approval  Denial  None  
**The Planning and Zoning Commission conducted a Public Hearing September 25, 2014 and voted unanimously, 8-0 to recommend approval of the City initiated zone change to SF7, Single Family Residential-7, for the 3 separate tracks comprising of Building Block 5 in Young Subdivision and to forward, in ordinance format, to City Council.**
10. Manager's Recommendation: \_\_\_\_\_ Approved  Disapproved  None
11. Action Taken: \_\_\_\_\_

## City of Bastrop



### Agenda Information Sheet:

**City Council Meeting Date:**

**October 14, 2014**

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**Public Hearing:** Consideration, discussion and possible action for SF-7, Single Family Residential-7 zoning the following properties:

1. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot 1, also known as 1508 Rosanky Street. (R33333)
2. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.364 acres within Young Subdivision, BB 5, Lot 2, also known as 1710 Linda Street. (R41403)
3. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot3, also known as 1702 Linda Street. (R33325)

**These properties are located in Building Block 5 of the Young Subdivision surrounded by Cypress, Linda and Rosanky Streets.**

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#### Item Summary:

**Owner:** Various Property owners

**Applicant:** City of Bastrop

**Location:** Frontage along Cypress, Rosanky and Linda Streets

**Utilities:** City water, sewer, and electric

**Zoning:** LI, Light Industrial

**Land Use Plan:** Single Family Residential

#### Background:

The City Manager and City Council received a request from one of the affected property owners that they would like the City to reevaluate their zoning designations based on actual use of property. They felt the Adopted Zoning Map, May 1, 1991 had inadvertently zoned the entire block LI, Light Industrial when the entire block is used as residential and is built with current residential homes and should be zoned SF-7, Single Family Residential-7.

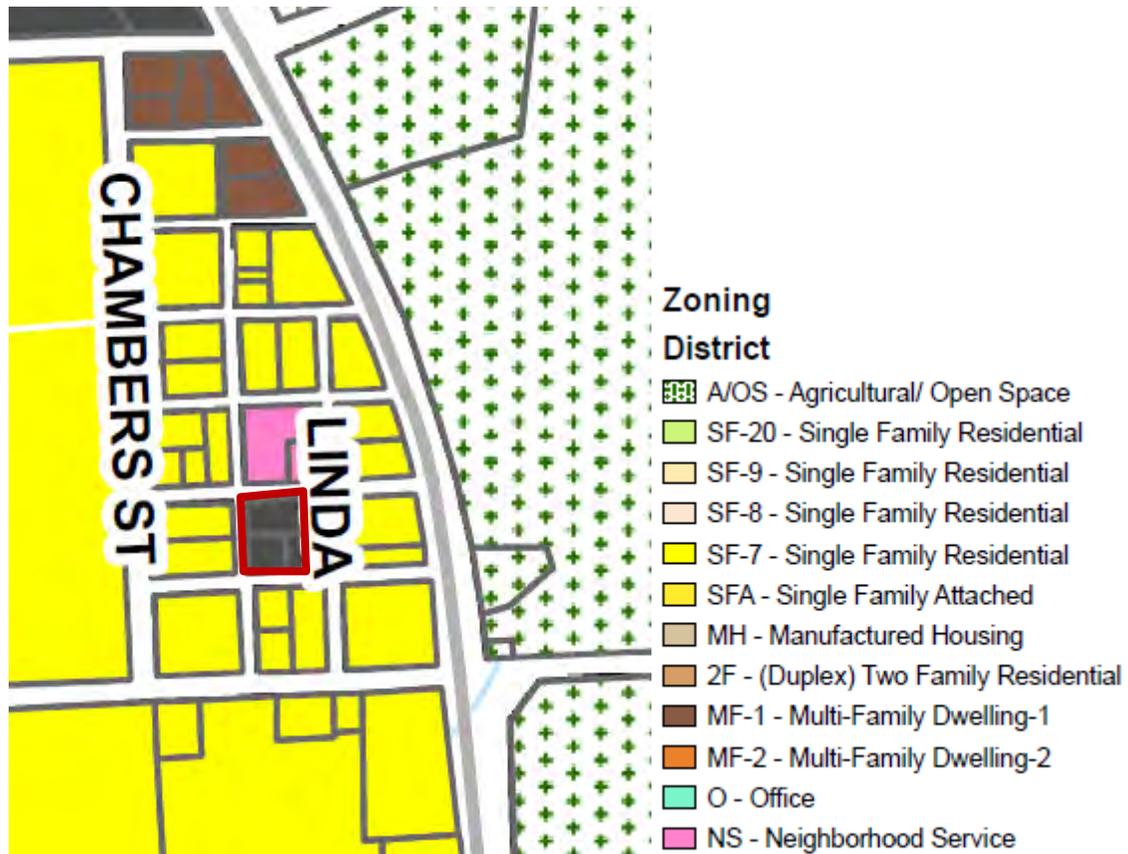
At the City Council meeting August 12, 2014, City Council recommended that the City initiate a rezoning of the parcels bounded by Cypress, Rosanky and Linda Streets in the Young Subdivision near the Bastrop High School. The entire block would be rezoned, Building Block 5, to SF-7, Single Family Residential-7.

#### Request:

The City has looked at a one block area, Building Block 5, to rezone. The following three (3) parcels are identified below.

1. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot 1, also known as 1508 Rosanky Street. (R33333)
2. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.364 acres within Young Subdivision, BB 5, Lot 2, also known as 1710 Linda Street. (R41403)
3. Zone change from LI, Light Industrial to SF-7, Single Family Residential -7 for +/- 0.182 acres within Young Subdivision, BB5, Lot 3, also known as 1702 Linda Street. (R33325)

## Properties to be rezoned

**Proposal:**

The City is initiating a zoning change to SF-7, Single Family Residential-7 for the entire block 5 being three (3) properties to bring all similar size properties under a single zoning classification.

The following are the area regulations for SF-7, Single Family Residential -7.

**SECTION 17 SF-7 - SINGLE-FAMILY RESIDENTIAL-7 DISTRICT****17.1 GENERAL PURPOSE AND DESCRIPTION:**

The SF-7, Single-Family Residential-7, District is designed to provide for development of primarily detached single-family residences on smaller and more compact lots or parcels of land not less than seven thousand (7,000) square feet.

**17.4 AREA REGULATIONS:****A. Size of Lots:**

1. Minimum Lot Area - Seven thousand (7,000) square feet
2. Minimum Lot Width - Sixty feet (60')
3. Minimum Lot Depth - One hundred ten feet (110')

**B. Size of Yards:**

1. Minimum Front Yard - Twenty-five feet (25')
2. Minimum Interior Side Yard - Ten feet (10')
3. Minimum Exterior Side Yard - Fifteen feet (15')
4. Minimum Rear Yard - Fifteen feet (15')

**Future Land Use Map**



**LEGEND**

- Agriculture/Rural Development
- Single Family Residential
- Duplex/Triplex/Quadraplex/  
Townhomes/Patio Homes
- Apartments (includes nursing homes)
- Manufactured Home Mix\*
- Retail/Office
- Light Commercial
- Heavy Commercial
- Light Industrial
- Office/Industrial Park
- Public/Semi Public/Institutional
- Parks and Open Space
- Central Business District (Mixed Use)

**Surrounding Zoning and Land Uses:**

Location	Zoning	Future Land Use Plan
North (Commercial)	NS, Neighborhood Service	Residential
South (Residential)	SF-7, Single Family Residential,	Residential
East (Residential)	SF-7, Single Family Residential	Residential
West (Residential)	SF-7, Single Family Residential	Residential

**Comprehensive Plan Conformance**

The City's Comprehensive Plan, adopted by Bastrop City Council on May 8, 2001, serves as a guide for land use policy decisions to be made by the City. State law requires that zoning regulations are in conformance with the City's Comprehensive Plan. The Land Use chapter of the Comprehensive Plan establishes land use policy priorities and goals for the City's future development. In establishing these policies, the Comprehensive Plan divides the community into various land use categories.

The subject tract is designated on the Land Use Plan and Future Land Use Plan map as Single Family Residential. This rezoning to SF-7, Single Family Residential-7 is in conformance with the Comprehensive Plan.

Single Family Residential (Light Yellow)  
Conventional detached dwellings

**Comments:** Three (3) property owners and seventeen (17) adjacent property owner notifications were mailed September 10, 2014. Zero (0) property owner comments have been received and two (2) adjacent property owner notification had been received one opposed and one if favor of the rezoning request.

**Staff Recommendation:** Staff recommends approval of the zoning district classification of SF-7, Single Family Residential-7, for the 3 separate tracks comprising of Building Block 5 in the Young Subdivision.

**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission conducted a Public Hearing September 25, 2014 and voted unanimously, 8-0 to recommend approval of the City initiated zone change to SF7, Single Family Residential-7, for the 3 separate tracks comprising of Building Block 5 in the Young Subdivision and to forward, in ordinance format, to City Council.

**City Contact:**

Melissa McCollum, Planning Director  
Planning and Development

**Attachments:**

Location Maps, surrounding property owners

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE FROM LI, LIGHT INDUSTRIAL TO SF-7, SINGLE FAMILY RESIDENTIAL-7 COMPRISING OF ALL PROPERTIES IN BUILDING BLOCK 5 SURROUNDED BY CYPRESS, LINDA AND ROSANKY STREETS WITHIN THE YOUNG SUBDIVISION, MORE PARTICULARLY DESCRIBED AS**

- 1. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot 1, also known as 1508 Rosanky Street. (R33333)**
- 2. Being a +/-0.364 acres within Young Subdivision, Building Block 5, Lot 2, also known as 1710 Linda Street. (R41403)**
- 3. Being a +/-0.182 acres within Young Subdivision, Building Block 5, Lot 3, also known as 1702 Linda Street. (R33325)**

**IN THE CITY LIMITS OF BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Bastrop has determined that it is in the best interest of the public to change the existing zoning designation of three different parcels:

1. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot 1, also known as 1508 Rosanky Street. (R33333)
2. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.364 acres within Young Subdivision, BB 5, Lot 2, also known as 1710 Linda Street. (R41403)
3. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot3, also known as 1702 Linda Street. (R33325)

within Building Block 5 surrounded by Cypress, Linda and Rosanky Streets more particularly shown and described on a location map attached hereto as Exhibit "A" (the "Property"), from the designation of LI, Light Industrial to SF-7, Single Family Residential-7; and

**WHEREAS**, Building Block 5 is surrounded by Cypress, Linda and Rosanky Streets within the Young Subdivision as recorded in Volume 106, Page 430 in the Bastrop County Courthouse Records; and

**WHEREAS**, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on September 25, 2014; and

**WHEREAS**, after notice and hearing, the Planning and Zoning Commission has recommended a zoning designation of all of the three different properties to SF7, Single Family Residential-7; and

**WHEREAS**, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the zoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on October 14, 2014 to consider the City's intent to rezone all three properties to SF7, Single Family Residential-7; and

**WHEREAS**, after consideration of public input received at the hearing, the information provided by the City of Bastrop Planning Department, and all other information presented, City Council finds that it is in the public interest to approve the zone of all three Properties, which are currently identified as LI, Light Industrial to a new designation of SF-7, Single Family Residential-7.

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

Part 1: The Property, situated in Building Block 5 surrounded by Cypress, Linda and Rosanky Streets within the Young Subdivision as more particularly shown and described on attached Exhibit "A", shall be and is hereby rezoned from its prior designation of LI, Light Industrial to a new zoning designation of SF-7, Single Family Residential-7.

1. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.182 acres within Young Subdivision, BB 5, Lot 1, also known as 1508 Rosanky Street. (R33333)
2. Zone change from LI, Light Industrial to SF-7, Single Family Residential-7 for +/-0.364 acres within Young Subdivision, BB 5, Lot 2, also known as 1710 Linda Street. (R41403)
3. 5+/-0.182 acres within Young Subdivision, BB 5, Lot3, also known as 1702 Linda Street. (R33325)

Part 2: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the \_\_\_ day of October, 2014.

READ and APPROVED on the Second Reading on the \_\_\_ day of October, 2014.

**APPROVED:**

**ATTEST:**

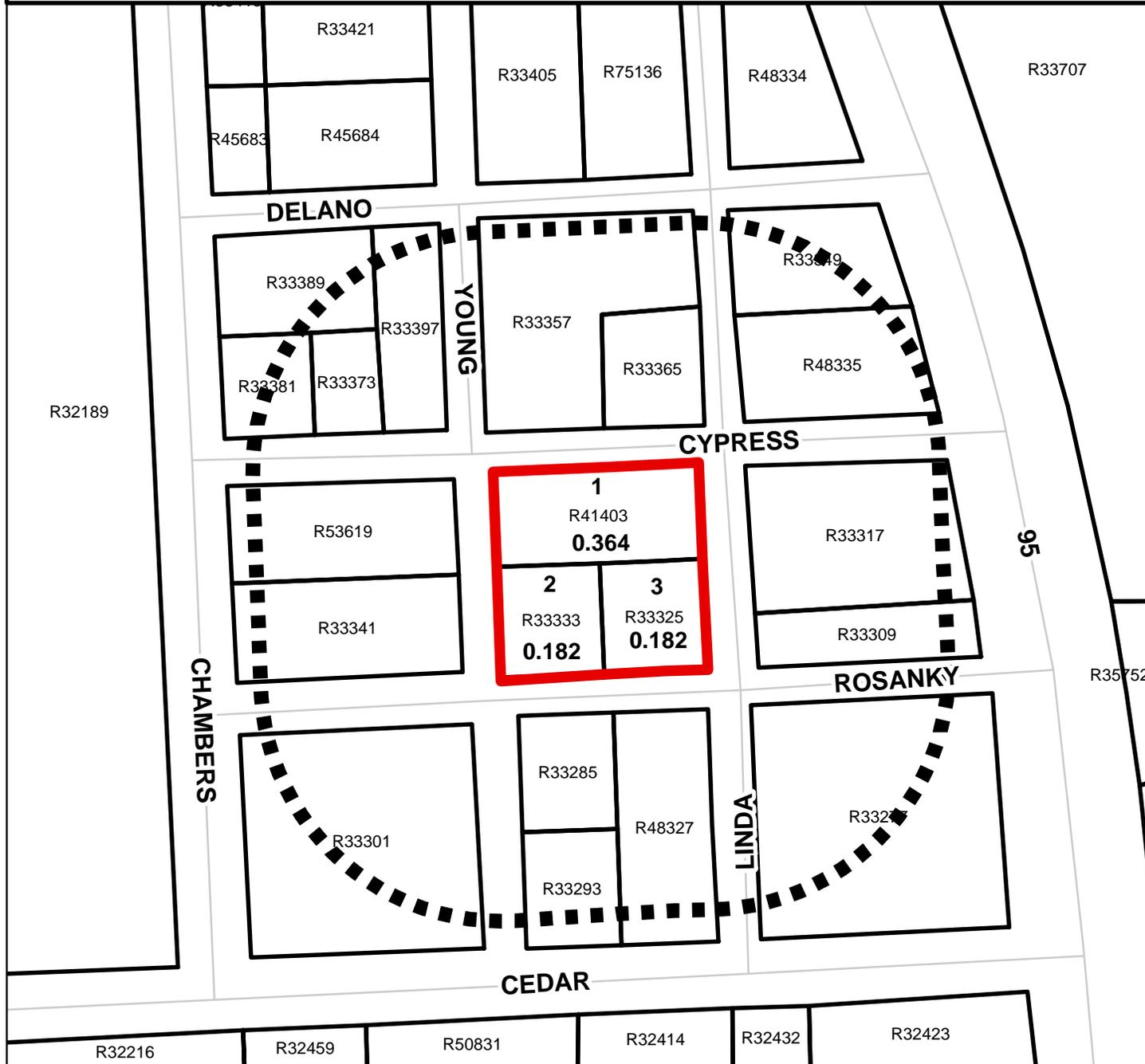
\_\_\_\_\_  
**Ken Kesselus**  
 Mayor

\_\_\_\_\_  
**Elizabeth Lopez**  
 City Secretary

ATTACHMENT A



Property Location Map for Young Subdivision, Building Block 5, Lots 1, 2 and 3



Legend



Properties for rezone



200' Buffer



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2014 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2014; and,

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

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

That the proposed budget amendments for the Fiscal Year 2014, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2014; and

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

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

READ and APPROVED on First Reading on the \_\_\_\_\_ day of October, 2014.

READ and ADOPTED on Second Reading on the \_\_\_\_\_ day of October, 2014.

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Elizabeth Lopez, City Secretary

**City of Bastrop  
Memorandum**

**TO: Mayor & City Council Members**

**FROM: Karla Stovall, Chief Financial Officer**

**SUBJECT: Ordinance Amending FY 2014 Budget**

**DATE: October 14, 2014**

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**Recommendation:**

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

**Background:**

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2014. Funds included in these amendments include: General Fund, Sanitation Fund and Hotel Motel Fund and BPL.

- General Fund includes:
  - Fire Department: Revenue and Expense associated with purchase of Fire Pumper Truck
  - Parks Department: Revenue and Expense associated with Park Vehicle purchase by Bastrop Economic Development Corporation – Year End Accounting Entry
  - Organizational Department: Increase Professional Services and Legal
  - City Secretary – Increase expenses due to Elections expenses and Equipment Rental – (printing costs).
- Sanitation Fund includes:
  - Revenue and Expense offset to establish year-end Transfer
- Hotel Motel Fund includes:
  - Revenue and Expense offset to for Bastrop Marketing Payment
- BPL
  - Revenues and Expenses attributable to BP&L (Executive Session – Certain Public Utility Matters – Competitive Proprietary Information.)

FY 2014  
BUDGET AMENDMENTS  
GENERAL FUND

Fund Balance as of 9-30-13	3,575,905
FY 2014 Budgeted Revenues	8,750,070
FY 2014 Budgeted Appropriations	(9,176,070)
3/2014 Budget Amendments (net)	0
6/2014 Budget Amendments (net)	0
9/2014 Budget Amendments (net)	0
Ending Fund Balance	<u>3,149,905</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
	Neutral	475,000	Other Sources - Bank Loan - Fire	101-00-00-5418
	Neutral	30,000	Transfer In for Parks Truck from EDC	101-00-00-xxxx
New Revenue:				
	Increase	45,000	Building Permits	101-00-10-4020
	Increase	10,000	Platting Fees	101-00-00-4022
	Increase	10,000	Mixed Beverage	101-00-00-4009
	Increase	11,800	BISD Project Receipts	101-00-00-4413
	Total Revenues	581,800		
Matching Expenditures to Revenues:				
	Neutral	(475,000)	Fire Pumper Truck	101-11-00-6122
	Neutral	(30,000)	Park Vehicle	101-18-19-6030
New Expenditure:				
	Increase	(40,000)	Professional Services	101-02-00-5505
	Increase	(30,000)	Legal Services	101-02-00-5525
	Increase	(4,800)	Election Expenses	101-04-00-5681
	Increase	(2,000)	Equipment Rental	101-04-00-5655
	Total Expenditures	(581,800)		
	Net Change	0		

FY 2014  
BUDGET AMENDMENTS  
SANITATION

Fund Balance as of 9-30-13	0
FY 2014 Budgeted Revenues	460,000
FY 2014 Budgeted Appropriations	460,000
6/2014 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u>920,000</u>
9/2014 Budget Amendments (net)	<u>0</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
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Matching Revenues to Expenditures:

Neutral	10,000	Sanitation Revenue	310-00-00-4505
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Total Revenues 10,000

Matching Expenditures to Revenues:

Increase			
Neutral	10,000	Sanitation Expense transfer	310-00-00-8001
Neutral			

Total Expense 10,000

Net Change

FY 2014  
BUDGET AMENDMENTS  
HOTEL/MOTEL TAX FUND

Fund Balance as of 9-30-13	1,956,234
FY 2014 Budgeted Revenues	2,365,880
FY 2014 Budgeted Appropriations	(2,386,370)
9/2014 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u>1,935,744</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
	Neutral	122,000	Hotel Motel Revenue	501-00-00-4007
	Total Revenues	<u>122,000</u>		

Matching Expenditures to Revenues:

	Neutral	(122,000)	Bastrop Marketing Corporation	501-80-00-5576
	Total Expense	<u>(122,000)</u>		
	Net Change	0		

CITY OF BASTROP

AGENDA ITEM **A-3**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: October 14, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: Consideration, discussion and possible action on the **SECOND READING** of an **ORDINANCE** of the City Council of the City of Bastrop Texas, amending Chapter 6, of the Code of Ordinances of the City of Bastrop, Texas, entitled "HEALTH AND SANITATION," Sections 6.04.001, 6.04.004, and 6.06.009, to provide for MOWING PRIVATE PROPERTY UP TO EDGE OF PUBLIC PAVEMENTS(S) AND RIGHT-OF-WAY; establishing fines for the violation of said articles; establishing enforcement authority, repealing any inconsistent provisions; and providing an effective date.
2. Party Making Request: **Director of PW& Utilities, Trey Job**
3. Nature of Request: (Brief Overview) Attachments: Yes  No
4. Policy Implication: \_\_\_\_\_
5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A  
 Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Under Budget: \_\_\_\_\_ over Budget: \_\_\_\_\_  
 Amount Remaining: \_\_\_\_\_
6. Alternate Option/Costs: \_\_\_\_\_
7. Routing: 

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
8. Staff Recommendation: Staff recommends approval of the ordinance. This will make the property Owner responsible for mowing the grass up to the back of the curb or the edge of the paved street. This will reduce the burden on an already strained staff that mow approximately 400 acres of grass within the city limits a month.
9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  None
10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None
11. Action Taken: \_\_\_\_\_

## City of Bastrop



### Agenda Information Sheet:

City Council Meeting Date:

September 16, 2014

- 1. Public Notice Description:** Consideration, discussion and possible action on an ordinance amending chapter 6, of the code of ordinances of the city of Bastrop, Texas, entitled “health and sanitation,” section 6.04.001, and section 6.04.004, and section 6.06.009, to provide for mowing private property up to edge of public pavement(s) and right-of-way(s); establishing fines for the violation of said articles; establishing enforcement authority, repealing any inconsistent provisions; and providing an effective date.
- 

**Item Summary:** In the past several months the topic of discussion at a city council level has been cleaning the city and everyone doing their part to cleanup vacant properties, pick up trash along right of ways focus on blighted areas that require the attention of the code enforcement dept., and work together as a team. With that in mind at the direction and leadership of the City Manager this ordinance revision is being proposed. Often times when a property owner is sighted due to high grass , and or a multitude of code violations the immediate response is not to mow the last five or so feet of grass to the edge of the street. By passing this ordinance it will make the property owner responsible for mowing the grass up to the back of curb or paved street. This will reduce the burden on an already strained staff that is responsible for mowing approximately 400 acres of grass within the city limits.

**City Contact:**

Trey Job – Director of Public Works & Utilities

**Attachments:**

Ordinance

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS, ENTITLED "HEALTH AND SANITATION," SECTION 6.04.001, AND SECTION 6.04.004, AND SECTION 6.06.009, TO PROVIDE FOR MOWING PRIVATE PROPERTY UP TO EDGE OF PUBLIC PAVEMENT(S) AND RIGHT-OF-WAY(S); ESTABLISHING FINES FOR THE VIOLATION OF SAID ARTICLES; ESTABLISHING ENFORCEMENT AUTHORITY, REPEALING ANY INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Bastrop has the authority pursuant to Local Government Code, Section 217.042, to define and prohibit any nuisance within the limits of the municipality and within 5,000 feet outside the limits and to enforce all ordinances necessary to prevent and summarily abate and remove a nuisance; and

**WHEREAS**, the City of Bastrop has determined that it is in the best interest of the health, safety and welfare of its citizens to amend certain provisions in the existing City Ordinance Chapter 6, concerning responsibilities for abatement of nuisances within the City; and

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

**PART 1:** That various provisions and subsections set forth in Chapter 6 of the City of Bastrop's Code of Ordinances, entitled Health and Sanitation, are hereby amended, as follows:

**CHAPTER 6. HEALTH AND SANITATION**

**ARTICLE 6.04.001 Accumulation of weed, junk and refuse**

*No person shall permit any stagnant or unwholesome water, filth, carrion, weeds, rubbish, rubble, brush, lumber, building materials, refuse, junk, machinery or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on any real property or premises which is owned by them or in their control, unless the offending material is entirely contained within a closed receptacle or a building and is not visible from the public right-of-way. Persons are responsible for removal of weeds, grass, junk and refuse from*

*property or premises owned and controlled by them to the point that the property abuts the adjacent street pavement, the back of curb, or the public right-of-way.*

#### **Sec. 6.04.004 Weeds**

- (a) *No person shall permit rank and/or uncultivated vegetable growth or matter to:*
- (1) *Grow to 12" or more in height on any lot, tract or parcel of land within the corporate limits of the city that is five acres or less in size;*
  - (2) *Create an unsightly or unsanitary condition that is a harborage for rodents, vermin or other disease carrying pests, regardless of the height of weeds; or*
  - (3) *Grow in excess of 12" in height on tracts of land more than five acres in size that is located within 25 feet of a public street or right-of-way within the corporate limits of the city or within 25 feet of any lot that is occupied by a residence or business.*
  - (4) *Persons are responsible for removal of grass and weeds from their property, as noted above, to the point that the property abuts the adjacent street pavement, the back of curb, or the public right-of-way.*

#### **Sec. 6.04.009 Drainage**

- a) *No person may grade, fill, block, or otherwise obstruct a drainage easement, fail to maintain a drainage easement, or maintain a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation.*
- (b) *No person shall grade, fill, block, alter or otherwise obstruct a premises or property that is located in either a floodplain and/or a floodway, or in areas that affect drainage into such regulated areas.*
- (c) *No person shall grade, fill, block, alter, construct, or obstruct property so that water is discharged on to adjoining property or premises to the detriment of person or property or in a manner that causes the water to affect the safe use or stability of the adjacent property.*
- (d) *Property owners are responsible for maintaining drainage easements on their property to the point that all such easements abut the adjacent street surfaces (whether gravel, dirt, or pavement, etc.) or if not abutting a street surface then at the point their property abuts the*

*back of curb, or the public right-of-way, whichever is applicable to a particular property and owner.*

**PART 2.** The City Manager and City Secretary are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect this amendment.

**PART 3.** All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

**PART 5.** This Ordinance shall become effective in accordance with the City Charter and the laws of the State of Texas.

**READ AND APPROVED, on FIRST READING, on this the 14 day of October 2014.**

**READ AND ADOPTED, on SECOND READING, on this the \_\_\_\_ day of \_\_\_\_\_ 2014.**

ADOPTED:

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

ATTEST:

\_\_\_\_\_  
Elizabeth Lopez, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Jo-Christy Brown  
City Attorney

CITY OF BASTROP

AGENDA ITEM **A-4**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: October 14, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: Consideration, discussion and possible action with respect to the **SECOND READING** of an Ordinance of the City Council of Bastrop, Texas, AMENDING ORDINANCE 2005-22, which adopted the City of Bastrop's PERSONNEL POLICIES MANUAL; related to EMPLOYEE BENEFITS; repealing conflicting ordinances, resolutions and policies; including a savings clause, and establishing an effective date.
  
2. Party Making Request: Michael H. Talbot
  
3. Nature of Request: (Brief Overview) Attachments: Yes        No         
As previously discussed with the City Council because of the evolving regulatory climate I believe the City Council should authorize the City Manager to make the necessary decision regarding employee benefits and advise the City Council of any changes made to the employee benefit package. The Council will still maintain control regarding the overall employment benefit package through development of the annual budget. This ordinance is still under review and will be submitted to the Council on Monday October 13, 2014.
  
4. Policy Implication: \_\_\_\_\_
  
5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A  
 Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
 Amount Remaining: \_\_\_\_\_
  
6. Alternate Option/Costs: \_\_\_\_\_
  
7. Routing:     NAME/TITLE    INITIAL    DATE    CONCURRENCE
  
8. Staff Recommendation: \_\_\_\_\_
  
9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None
  
10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None
  
11. Action Taken: \_\_\_\_\_

**ORDINANCE NO. 2014 - \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS,  
AMENDING ORDINANCE 2005-22, WHICH ADOPTED THE CITY OF BASTROP'S  
PERSONNEL POLICIES MANUAL; RELATED TO EMPLOYEE BENEFITS;  
REPEALING CONFLICTING ORDINANCES, RESOLUTIONS AND POLICIES;  
INCLUDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority granted to it by State law and its Home Rule Charter, the City Council, acting in the best interest of the City, has determined that a revision to the City's Personnel Policies Manual should be made, as the Policies relate to the provision of benefits to employees of the City; and

**WHEREAS**, the City Council of the City of Bastrop, Texas, finds that in today's quickly evolving regulatory climate, the City should authorize the City Manager to make the necessary decisions regarding the City's provision of employee benefits, in a more timely way and with flexibility that is beyond that generally provided for by the municipal ordinance process and, accordingly, it is in the City's and employees' best interest for the employee benefit provisions to be removed from the City of Bastrop's Personnel Policies that were enacted by, and thus, are controlled by City Ordinance 2005-22; and

**WHEREAS**, the City Council of the City of Bastrop, Texas, finds that it is in the best interest of the City and its employees to approve the amendments to the City's Personnel Policies Manual, as set forth herein below.

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

**Part 1:**

The existing Personnel Policies Manual Chapter 10 is hereby amended as follows:

**CHAPTER 10**

**EMPLOYEE BENEFITS**

**SECTION 1: LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE**

The City provides group life insurance coverage for all full-time employees, in a coverage amount determined by the City. Coverage shall begin upon three (3) months from the date of employment except for Department Heads and the City Manager, in which case coverage shall begin immediately. The cost of providing this insurance to employees is paid by the City. The life insurance is payable in the event of death of an employee. Payment will be made to the beneficiary designated by the employee.

Full-time and part-time employees will be defined by the insurance plan in effect.

The City also provides an LTD (Long Term Disability) benefit for all full-time employees. Coverage shall begin upon three (3) months from the date of employment. The cost of providing this insurance to employees is paid by the City. The coverage provides income replacement benefits when you become disabled, as that term is defined by the policy provider. When the insurance company receives satisfactory proof of disability, LTD monthly benefits according to the terms of the policy will be paid.

Part-time employees working twenty (20) hours or more will have the option of having life/long term disability insurance if they wish to pay one-half (1/2) of the cost. The City will pay the other one-half (1/2) of the cost. Part time employees working thirty (30) hours or more will have the option of having life insurance if they wish to pay for 25% of the cost. The city will pay the remaining 75 % of the cost.

## **SECTION 2: WORKER'S COMPENSATION INSURANCE AND INJURY WAGE CONTINUATION BENEFITS**

Any City employee injured as a result of duties performed in the course of his/her job shall be eligible to receive worker's compensation benefits from the City's insurance carrier at no expense to the employee.

In addition, subject to the provisions set forth below, paid employees who sustain physical injury on the job will receive wage payments as injury wage continuation payments, separate and distinct from and in addition to worker's compensation payments, during such time as an appropriate, health care provider certifies that the employee is not able or should not return to regular or full time work due to the injury. Wage continuation benefit payments shall not be charged against sick leave or vacation time until supplemental wage continuation benefits have been exhausted. The total amount paid an injured employee while absent from work, including any combination of worker's compensation benefits, wage continuation benefits, sick leave, vacation leave, and wages for work performed shall not exceed one hundred percent (100%) of full pay which he or she should have received for such period at his or her regular hours and rate of pay. All checks received by the employee from the insurer during this time must be turned in to the Human Resources Department, who will in return ensure that the employee receives 100% of the applicable pay. In no event, shall the total amount of wage continuation benefits paid to an employee as a result of any incident resulting in physical injuries (including any later aggravation, relapse, or re-injury) exceed thirty (30) working days at one hundred percent (100%). While off work and drawing injury wage continuation benefits, an injured employee shall continue to accrue vacation and sick leave at the regular rate. Injury wage continuation benefits shall be administered under the following rules:

1. The term "physical injury" as used herein, shall mean an injury to the physical structure of the body or a part thereof including any subsequent aggravation or reinjury that occurs while the employee is acting in the course and scope of his/her employment and shall not include any illness, disease, or infection except such illness, disease, or infection as is directly caused by and naturally results from a physical on-the-job injury. Injuries that occur while traveling to and from work, while acting beyond the scope of employment, while engaged in horseplay, while attending to personal matters and partly in employment matters, shall not be deemed injuries so as to qualify for this supplemental benefit.
2. During the time an employee is unable to work and is authorized to be off duty due to a physical injury, he/she will be paid injury wage continuation benefits for a period not to exceed thirty (30) days in an amount not to exceed the difference between his or

her regular pay and his or her worker's compensation benefit payment in accordance with the maximum limits established herein.

3. An employee with a physical injury who is able, as determined by the treating physician, to perform light duty may be required to do so for his or her original department or another department as determined appropriate by the City.
4. If an injured employee is unable to perform the regular work duties and tasks of his or her position for a period of six (6) months or more, the City Manager, upon a determination of City need, may permanently fill the employee's position and terminate the employment of the employee. The terminated employee may be reinstated in a position as similar to his or her former position as is available.
5. An employee who does not qualify for injury wage continuation benefits, or whose benefits are used up before being released to duty by the treating physician may take his or her accrued sick leave and/or vacation leave, to equal one hundred percent (100%) of regular pay. If the employee is receiving weekly worker's compensations payments then sick and vacation leave may be taken in an amount necessary to make up the difference between such payments and full regular pay. An employee who has used all accrued sick and vacation leave, and injury wage continuation benefits before being released to duty by the treating physician may be granted a leave of absence without pay for a reasonable period upon recommendation of the Department Head and approval by the City Manager.
6. An employee who is physically able and who fails to report any on-the-job injury, however minor, within twenty-four (24) hours after it occurs, to his or her supervisor and take such first aid treatment as may be necessary shall not receive or be eligible for injury wage continuation benefits. When an employee is injured on the job, he or she shall complete a written accident report as soon as possible and submit it to the Department Head with a copy to the Human Resources Department. Refusal to assist the City with completing and filing proper documentation of on-the-job injuries may result in disciplinary action, when appropriate.
7. Documented abuse of the City's worker's compensation and leave benefit program and policies will result in disciplinary action up to and including termination of employment.

### **SECTION 3: SOCIAL SECURITY/MEDICARE**

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age and Survivor's Insurance", provides benefits for retirement and disability.

This insurance is financed through payroll deductions by the employee and the City's matching contributions.

### **SECTION 4: UNEMPLOYMENT INSURANCE**

All employees of the City are covered under the Texas Unemployment Compensation Insurance program. The City is a participant in the state's Unemployment Compensation Insurance program, which provides payments for unemployed workers in certain circumstances as provided by law.

### **SECTION 5: RETIREMENT AND IN SERVICE DEATH BENEFITS**

The City of Bastrop is a member of the Texas Municipal Retirement System. The

purpose of this system is to provide a plan for the retirement and disability of employees of Texas municipalities. Participation in this system is compulsory for all full-time employees and all part time employees who work at least 1,000 hours per year. Coverage shall begin on the first (1<sup>st</sup>) day of employment. The employee will contribute five percent (5%) of his or her salary through payroll deductions into the retirement plan, with the City matching this amount on a 2 to 1 basis. Employee participation is mandatory.

In addition to the TMRS retirement plan, the City also provides an "In Service Death Benefit" for its employees participation in the Texas Municipal Retirement System. This death benefit is payable to the designated beneficiary upon death of the covered employee. The amount payable to the beneficiary is equal to the annual salary of the covered employee. This supplemental benefit is provided by the City at no cost to the employee.

#### **SECTION 6: TERMINAL ILLNESS BENEFIT**

1. The City of Bastrop Terminal Illness Benefit allows employees with a terminal illness to apply for a terminal illness benefit after all other vacation, sick leave, catastrophic leave, and any other earned or available leave time has been exhausted. The terminal illness benefit is limited to a maximum of 520 hours/lifetime total, per employee.
2. Employees wishing to request the terminal illness benefit must meet the following guidelines:
  - a. You must be a permanent full-time City of Bastrop employee.
  - b. You must have a terminal illness, which has caused you to exhaust all paid leave balances (including vacation, sick leave, catastrophic leave, and any other earned leave time).
  - c. You must complete a City of Bastrop Terminal Illness Benefit Request Form and provide the requested information from your physician.
  - d. You must have demonstrated a strong desire to return to work for the City of Bastrop.
  - e. You must have a total of at least 20 years of service with the City of Bastrop. This service does not have to be continuous.
  - f. This benefit terminates if you are not physically at work for the City of Bastrop for at least 70% of any calendar year in which you are receiving the benefit.
  - g. If you are unable to complete any portion of the application process for the terminal illness benefit, you must designate a representative from your department to act on your behalf.
  - h. Once your application is completed, it is submitted to the Human Resources Department to determine your eligibility as an applicant for the terminal illness benefit. It is then submitted to the City Manager for review. The City Manager then determines whether you qualify to receive the terminal illness benefit.

**SECTION 7: MEDICAL/DENTAL INSURANCE BENEFITS - CURRENT AND RETIRED EMPLOYEES.** All medical and dental Insurance benefits for current and retired employees, if any are dealt with by the City separate and apart from these Policies. The Human Resource Department will make information regarding such benefits available to employees and retirees, as appropriate and upon request.

**Part 2:** Any and all references to "post-employment benefits" for terminated, voluntarily separated, or retired employees are deleted in their entirety, including medical, dental, life and disability insurance benefits, and same will be handled solely by the City Manager, and are not within the scope of the Policies, inasmuch as such individuals are

no longer employees of the City.

**Part 3:** All ordinances, policies, resolutions, or parts of ordinances, policies and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 4:** If any provision of this Ordinance and the Policies adopted herein or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance and the Policies adopted hereby which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

**Part 5:** The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest.

**Part 6:** The Ordinance shall take effect immediately after passage noted below in accordance with the City's Charter and the laws of the State of Texas.

PASSED AND APPROVED on first reading on the 14 of October, 2014.

PASSED AND ADOPTED on second reading on the \_\_\_\_\_ of \_\_\_\_\_, 2014.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Elizabeth Lopez, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J.C. Brown, City Attorney

CITY OF BASTROP

AGENDA ITEM **A-5**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **October 14, 2014**

MEETING DATE: **October 28, 2014**

1. Agenda Item: Consideration, discussion and possible action on the **SECOND READING** of a **RESOLUTION, on a project of the** Bastrop Economic Development Corporation to commission a Bastrop Area Housing Study by Robert Charles Lesser & Co., LLC, (RCLCO), in an amount not to exceed \$35,000.
2. Party Making Request: Angela Ryan, BEDC Executive Assistant
3. Nature of Request: (Brief Overview) Attachments: Yes  X  No

At the September 22, 2014, meeting of the Bastrop Economic Development Corporation, the BEDC Board of Directors approved entering into an agreement with RCLCO to conduct a Comprehensive Housing Supply and Demand Analysis on the Bastrop Area. A Public Hearing was held on September 8, 2014. The agreement is included for the Council's review.

The BEDC requests the City Council's approval of this Project.

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



AUSTIN | LOS ANGELES | ORLANDO | WASHINGTON DC

Sent via e-mail

September 30, 2014

Gary Schiff  
Co-Chair  
BASTROP ECONOMIC DEVELOPMENT CORPORATION  
903 Main St.  
Bastrop, Texas 78602

E7-13402.00R2

**SUBJECT:** Comprehensive Housing Supply and Demand Analysis; Bastrop, Texas

Dear Gary:

As generally outlined during various conversations with David Quinn regarding the comprehensive housing study for the city of Bastrop, Texas, this proposal builds upon those conversations, additional information shared by Evan Caso of our firm with the Bastrop Economic Development Corporation Board in the September 22nd public meeting, and our firm's recognized expertise in providing advisory services for top developers, land owners, and public sector entities in Texas and across the country.

We have prepared this proposal based on our experience enabling public sector entities to implement housing solutions consistent with the community's vision and market realities. Our extensive experience with public sector entities and master-planned communities throughout Texas, including the planned XS Ranch development in Bastrop, will be key in identifying housing solutions for Bastrop. We are very interested in working with you and committing the key resources of our company to accomplish your analytical objectives.

Our proposal contains the following sections: Analytical Issues and Objectives, Scope of Work, Time and Fee Schedule, and Company Background and Qualifications.

#### **ANALYTICAL ISSUES AND OBJECTIVES**

As we understand the situation, the Bastrop Economic Development Corporation (EDC) is interested in evaluating the potential for mid- and higher-priced housing solutions (homes priced over \$250,000), along with alternative product types for homes priced under \$200,000. The hypothesis is that the provision of first- and second-time move-up products will be key ingredients for attracting additional employment and households to Bastrop. The Bastrop EDC has already targeted several areas for new housing development, including: the Texas 71 Corridor, areas along FM 969 near The Colony, the Bastrop Village area east and west of FM 20 and south of Texas 71, and the undeveloped portions of Tahitian Village. A high-level apartment analysis will also be undertaken to evaluate supply and demand conditions for rental product in Bastrop, especially in the context of future job growth.

Our objective for this assignment is to conduct a comprehensive housing market analysis for the city of Bastrop, providing market-driven demand recommendations and a comprehensive review of the current availability of housing in Bastrop. We will also analyze the current macro-economic context for Bastrop, highlighting its key strengths and weaknesses in its ability to capture increased Austin MSA housing activity.

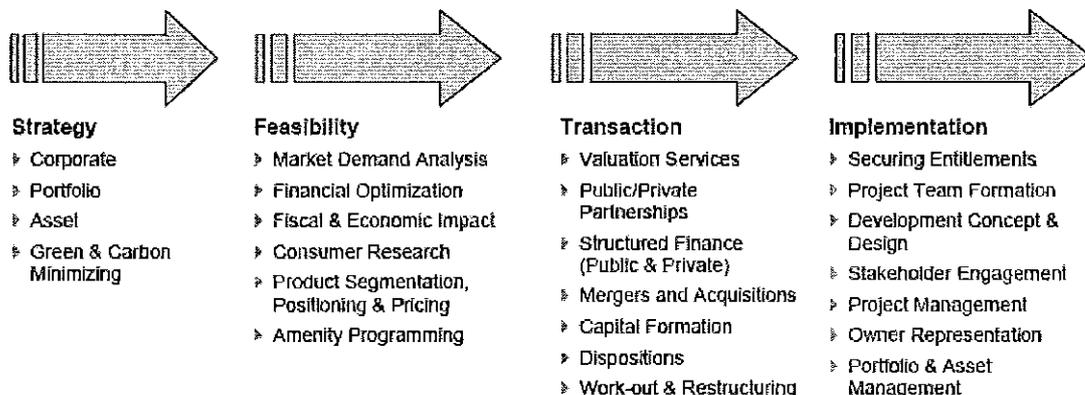
In accomplishing the above objectives, we will consider, among other important site and market characteristics, the following questions:

- Who is currently being drawn to the area? How could new forms of housing impact the market audiences drawn to the area?
- What types of products are being offered in the Bastrop market?
- What market audiences are missing from Bastrop? How will new forms of housing help attract different types of households to the area?
- What are the key strengths and weaknesses of Bastrop? What incentives or policy changes could increase the likelihood of further high-quality housing development?
- What is a realistic timeline for delivering higher-value housing in Bastrop?
- How can Bastrop incorporate quality workforce housing options (homes priced under \$200K) as the area continues its strong growth?

**COMPANY BACKGROUND AND QUALIFICATIONS**

RCLCO (Robert Charles Lesser & Co., LLC) is the nation’s leading independent real estate advisory firm, providing end to end solutions including market and financial analysis for a broad spectrum of clients in the land use industry.

**End to End  
Real Estate Solutions**



We are recognized in the industry as having the ability to address specific project situations as well as our clients’ overall long-term strategic needs. Our services are customized to address our clients’ particular needs, supported by both quantitative analysis and creative problem solving.

RCLCO has unsurpassed experience in market and feasibility analysis and strategic programming, having focused on the community development business throughout the life of our company. Our client base includes developers, major investors, lenders, and government agencies. In each engagement, we strive to add value to our clients’ real estate activities and to

provide ways for them to gain a competitive advantage in the marketplace. Our advice is market-driven, analytically based, practical, actionable, and financially sound.

Since our company's founding in 1967, we have been recognized as the leading experts in segmentation and business planning for master-planned communities and work with clients throughout North America and around the world. We have been active in the Texas marketplace since we were initially engaged to work on **The Woodlands in the 1970s (where we continue to work)**, and have worked on **Steiner Ranch (Austin), Barton Creek (Austin), Belterra (Dripping Springs), Crystal Falls (Leander-Austin), Teravista (Round Rock), Wildhorse Ranch (Austin), Easton (Austin), Cinco Ranch (Houston), Telfair (Houston), Sienna Plantation (Houston), Bridgeland (Houston), Stonebridge Ranch (Dallas), Twinwood (Houston)**, and many of other community developments across Texas and the country for over 45 years. Our company website, [www.rclco.com](http://www.rclco.com), provides additional background on our company and qualifications.

### SCOPE OF WORK

To fulfill the above objectives we will complete the following tasks:

1. **Kick-Off Meeting.** The interview on September 22, 2014, will serve as the kickoff meeting.
2. **Regional and Local Socioeconomic Analysis.** Update RCLCO's extensive analysis of the key economic and demographic trends occurring in the Austin-Round Rock-San Marcos MSA, including historic, current, and projected trends. Analyze employment growth, types of jobs fueling growth in the market, growth of key relevant employment cores, population and household growth, households by income and age and size, commuting trends, and other key metrics to gauge potential market depth for various housing types. Geographically map key demographic trends to visually convey Bastrop's context in the greater market.
3. **Interviews.** Conduct a series of interviews with key planners, economists, brokers, etc., to understand greater trends occurring within the region. Use these qualitative interviews to further explore the quantitative data analyzed.
4. **Residential Market Analysis (For-rent and For-sale)**
  - a. Profile the local and regional market to establish supply conditions and pricing trends, including direct surveys of projects currently in the market as well as overview level data. Examine local and regional communities in terms of location, amenities, residential products, market audience profiles, critical success factors and lessons learned, inventory, sales history, best selling product programs, pricing, builders, and other relevant information discovered in the course of our work.
  - b. Analyze demographic base data key trends regarding the overall depth of various potential market audiences and implications for demand for new housing in Bastrop. Incorporate this information into RCLCO's proprietary demand forecasting models to estimate the future depth of market for various lot and residential sales programs in Bastrop.
5. **Estimate Potential Demand.** Using RCLCO's proprietary forecasting model to project the volume of achievable housing development and sales/apartment leasing activity in Bastrop, by year, and by income and age bracket, over the next five to 10 years. These demand estimates should identify potential market depth and support by product type and, as merited, by major market segment type. Estimate potential achievable captures for Bastrop across a variety of outcomes, particularly in the context of potential shifts in

market demand given changes in market dynamics (barriers to growth, pricing dynamics, etc.).

6. **Interim Meeting.** Conduct a meeting with the Client to discuss progress with the study, including preliminary conclusions, recommendations, etc. We will utilize feedback received during this session to refine our "synthesis" described below and inform the final report.
7. **Synthesis**
  - a. Synthesize the above and draw conclusions regarding market depth, timing of demand-driven opportunities, and the range of market-driven land uses that could succeed at the subject property.
  - b. Identify "accelerators," events or activities that may serve as "game changers" for price, value, and/or absorption potential.
8. **Working Session.** Conduct a working session in Bastrop to present the results of the work above. At the working session, we will provide all of our conclusions and recommendations which will serve as input in the master planning process.
9. **Final Report.** Following the working session, incorporate any client feedback into a final deliverable summarizing our key conclusions and recommendations under this assignment.

#### TIME AND PROFESSIONAL FEE SCHEDULE

We are working on a 2-week backlog at the current time. We will require no more than six working weeks from the date we start the work to complete the above scope of work. The above time frame may vary depending on when we receive your written authorization, as well as on turnaround and response time from client and other team members regarding necessary information requests; review of progress reports and/or drafts; scheduling conflicts; and so on.

The professional fee is \$35,000, including expenses. Please refer to the enclosed appendix for information regarding our reimbursable expense schedule, billing arrangements, additional services, and limiting conditions.

We are prepared to start working on this assignment upon receipt of a signed agreement, along with a retainer of \$15,000, which will be credited against the final invoice(s). An invoice for the retainer has been included for your convenience.

\* \* \* \* \*

We are excited about working with you on this interesting project and sincerely appreciate your consideration of our firm. We look forward to hearing from you in the very near future.

Very truly yours,



Todd LaRue  
Principal



Evan Caso  
Vice President

AGREED AND ACCEPTED:

BASTROP EDC

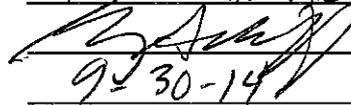
By:

GARY SCHIFF

Title:

VICE CHAIRMAN

Signature:



Date:

9-30-14

Unless informed to the contrary in the space provided below, the monthly invoices and reports will be sent via email to the attention of the individual who executed this agreement:.

Name:

Angela Ryan

Title:

Assistant Executive Director

Invoicing Address:

SEE BELOW

Telephone Number:

(512) 303-9700

Fax Number:

Mail Address:

903 Main Street  
Bastrop, Texas 78602-3809

E-mail Address:

angela@BastropEDC.org

**STANDARD APPENDIX TO PROPOSAL-AGREEMENT**

## Section 1: Payment Terms

An initial payment of \$15,000 shall be sent upon execution of this Agreement, which amount will be credited to the outstanding balance on the final invoice(s) submitted to Client. Payment of the retainer should be sent, along with one executed copy of this proposal-agreement, to:

*Please mail checks and documents to:*

RCLCO  
7200 Wisconsin Avenue, Suite 1110  
Bethesda, MD 20814

*Below are wiring instructions for your convenience:*

Bank Name: Wells Fargo, N.A.  
Bank Address: 420 Montgomery Street  
San Francisco, CA 94104  
Bank Account: 2000006140506  
Bank ABA: 055003201  
RTN (Domestic): 121000248  
Reference: [Please enter Project Number  
or Invoice Number]

For each monthly billing period ("Billing Period"), RCLCO (Robert Charles Lesser & Co.) will submit invoices to Client for professional services and expenses. Amounts invoiced will be in proportion to the services performed during the preceding billing period. Amounts invoiced for reimbursable expenses, consultants' fees, and additional services will be based on amounts incurred and services performed through the invoice date.

Invoices will be sent via e-mail to the individual that executed this agreement, or otherwise as specified on the signature page.

All payments will be made in the U.S. and in U.S. currency. All taxes and tariffs associated with paying for our services will be paid by Client or, if levied on RCLCO, will be charged back to Client over and above the professional fees and expenses billed in accordance with this Agreement.

Invoices are due and payable upon receipt. Interest, at the highest rate permitted under the applicable law, will accrue on all accounts not paid within thirty (30) days of the invoice receipt date, at which point the account will be deemed overdue. RCLCO retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of the final report until payment in full has been received if payment history does not meet the above terms. Client shall pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by RCLCO in connection with the collection of the overdue accounts of Client.

Section 2: Estimated Expenses

Professional fee and expenses will not exceed \$35,000 unless authorized by the Client.

Section 3: Acceptance and Expiration

Acceptance of this proposal-agreement is completed upon receipt of one executed copy of the proposal-agreement and the retainer fee specified. If we are not in receipt of a fully executed copy within thirty (30) days from the date thereof, this proposal-agreement shall be of no further force and effect and shall be deemed withdrawn.

Section 4: Additional Services

In addition to the scope of work covered in this Agreement, we will be available for additional work, including team meetings; planning and design review work; litigation support work; presentations to investors, lenders, and/or public agencies; periodic updating of reports; financial analysis; marketing plan; consumer opinion research work; and other activities related to this engagement.

Additional team meetings and planning and design review sessions will be billed for professional time and expense based on our normal hourly or per diem rates. Proposals for other services, indicating scope of work and time and fee schedule, will be submitted upon request.

Professional time for court appearances, depositions, and public hearings will be billed at 150% of our normal hourly rates.

Section 5: Client's Responsibilities

Client agrees to provide full and reliable information about its requirements for the engagement and, at its expense, shall furnish the information, surveys, and reports, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the engagement as may be required from time to time, to be provided by Client for the performance of RCLCO's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the engagement and the performance of RCLCO's work.

Section 6: Termination

Either Client or RCLCO may terminate this Agreement by giving written notice at least three (3) days prior to the date of termination. In the event of such termination, Client shall pay RCLCO for services and reimbursable expenses performed or incurred to the termination date.

Section 7: Use of Documents

It is understood by RCLCO that the findings from this engagement ("Report") are the proprietary property of the Client and that for a period of one year, unless otherwise instructed by the Client in writing, they will not be made available to any other organization or individual without consent of the Client. It is agreed by the Client that the Report, unless specifically designated by RCLCO as an internal document, will be presented to third parties only in its entirety and that no abstracting of the Report will be made without first obtaining the permission of RCLCO.

Client agrees to indemnify RCLCO against any losses or claims for damage and liabilities under Federal and State laws that may arise as a result of statements or omissions in public or private offering of securities.

Section 8: Confidential Information and Limitation of Liability

Non-Disclosure. Each party agrees not to use, disclose, sell, license, publish, reproduce, or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the contract.

RCLCO and Client expressly limit their liability to each other for direct damages caused by negligence of one to the other, and for direct damages caused by the breach of any term of this Agreement. RCLCO's total liability to the Client shall not exceed the total fee and expenses actually paid by the Client to RCLCO for the scope of work covered in this Agreement. In no event shall either party be liable to the other for any indirect or consequential damages, including but not limited to lost business profits.

Section 9: General Limiting Conditions

It is understood by the Client that RCLCO can make no guarantees about the recommendations resulting from the proposed engagement because these recommendations must be based upon facts discovered by RCLCO during the course of the study and those conditions existing as of the date of the Report.

To protect the Client, and to assure that RCLCO's research results will continue to be accepted as objective and impartial by the business community, it is understood that RCLCO's fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given by RCLCO in its Report to the Client.

The final Report furnished by RCLCO will contain a statement of General Limiting Conditions, as follows:

"Reasonable efforts have been made to ensure that the data contained in this study reflect accurate and timely information and are believed to be reliable. This study is based on estimates, assumptions, and other information developed by RCLCO from its independent research effort, general knowledge of the industry, and consultations with the client and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents and representatives, or in any other data source used in preparing or presenting this study. This report is based on information that to our knowledge was current as of the date of this report, and RCLCO has not undertaken any update of its research effort since such date.

Our report may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular level of income or profit will be achieved, that particular events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report, and the variations may be material. Therefore, no warranty or representation is made by RCLCO that any of the projected values or results contained in this study will be achieved.

Possession of this report does not carry with it the right of publication thereof or to use the name of "Robert Charles Lesser & Co." or "RCLCO" in any manner without first obtaining the prior written consent of RCLCO. No abstracting, excerpting, or summarization of this study may be made without first obtaining the prior written consent of RCLCO. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person other than the client without first obtaining the prior written consent of RCLCO. This study may not be used for any purpose other than that for which it is prepared or for which prior written consent has first been obtained from RCLCO."

Section 10: Arbitration

Any disputes, claims, or other matters arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration in Maryland in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered into any court having jurisdiction hereof. In the event of any arbitration or other legal proceedings pertaining to this Agreement, including the enforcement of any arbitration award, the prevailing party shall be entitled to recover all legal expenses, including reasonable attorney's fees.

Section 11: Miscellaneous

By executing the proposal-agreement for this engagement, Client and RCLCO each bind themselves and their successors and assigns to this Agreement. Neither Client nor RCLCO shall assign or transfer their interest in this Agreement without the written consent of the other.

This Agreement represents the entire Agreement between Client and RCLCO. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not set forth expressly in the agreement. This Agreement may be amended only in writing, signed by both Client and RCLCO.

Texas law shall govern this Agreement.



AUSTIN | LOS ANGELES | ORLANDO | WASHINGTON DC

## RETAINER INVOICE

Gary Schiff  
 Co-Chair  
 BASTROP ECONOMIC DEVELOPMENT CORPORATION  
 903 Main St.  
 Bastrop, Texas 78602

E7-13402.00R2

SUBJECT: Comprehensive Housing Supply and Demand Analysis; Bastrop, Texas

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	Amount
RETAINER DUE:	\$15,000

*Please mail checks and documents to:*  
 RCLCO  
 7200 Wisconsin Avenue, Suite 1110  
 Bethesda, MD 20814

*Below are wiring instructions for your convenience:*

Bank Name: Wells Fargo, N.A.  
 Bank Address: 420 Montgomery Street  
 San Francisco, CA 94104  
 Bank Account: 200006140506  
 Bank ABA: 055003201  
 RTN (Domestic): 121000248  
 Reference: [Please enter Project Number  
 or Invoice Number]

**RESOLUTION NO. R-2014-\_\_****A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS,  
APPROVING A PROJECT, USING FUNDS PROVIDED BY THE BASTROP  
ECONOMIC DEVELOPMENT CORPORATION, IN AN AMOUNT EXCEEDING  
\$10,000.**

---

**WHEREAS**, the Board of the Bastrop Economic Development Corporation (“BEDC”) met on September 22, 2014, and at that time took formal action to support and provide funds for various 4B projects; and

**WHEREAS**, Section 505.158(b) of the Local Government code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project that does not directly create primary jobs, involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

**WHEREAS**, the City has reviewed the September 22, 2014, actions of the BEDC related to the project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council’s approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following project, which had been approved for funding by the BEDC:
  - a. Commissioning a Bastrop area Housing Study, to be performed by Robert Charles Lesser & Co., LLC, (RCLCO) in an amount not to exceed \$35,000, as detailed in the agreement between the Bastrop Economic Development Corporation and RCLCO.
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.
- (3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 14th of October 2014.

READ and ADOPTED on Second Reading on the 28th day of October 2014.

**APPROVED:**

---

Ken Kesselus, Mayor

**ATTEST:**

---

Elizabeth Lopez, City Secretary

**APPROVED AS TO FORM:**

Jo-Christy Brown, City Attorney

CITY OF BASTROP

AGENDA ITEM **A-6**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: **October 21, 2014**

MEETING DATE: **October 28, 2014**

1. Agenda Item: Consideration, discussion, and possible action on a request for approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Administrative Plat of Haywood 1 Subdivision, to create 1 residential lot located in Area A of the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.

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

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

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

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

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

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

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

8. Staff Recommendation:

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

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

11. Action Taken: \_\_\_\_\_



CITY OF BASTROP

AGENDA ITEM **A-7**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: **October 21, 2014**

MEETING DATE: **October 28, 2014**

1. Agenda Item: Consideration, discussion, and possible action on a request for approval of a statutory denial, for a period of 180 days from the date of Council action on this request, for the Replat of Lot 1-506 in Tahitian Village, Unit 1 to create 2 residential lots located east of Kukui Court within the city limits of Bastrop, Texas.

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

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

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

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

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

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

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE  

8. Staff Recommendation:

9. Advisory Board: \_\_\_\_\_Approved \_\_\_\_\_Disapproved \_\_\_\_\_None

10. Manager's Recommendation: \_\_\_\_\_Approved \_\_\_\_\_Disapproved \_\_\_\_\_None

11. Action Taken: \_\_\_\_\_



CITY OF BASTROP

AGENDA ITEM **A-8**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: October 21, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: Consideration, discussion, and possible action on a request for **approval of the expiration of the Preliminary Plat for XS Ranch Rivercamp Estates, Phase 2 (29 residential lots) within the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.**

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

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

**November 12, 2013, City Council approved the Preliminary Plat for XS Ranch Rivercamp Estates, Phase 2. Preliminary Plats expire after one year from Council approval unless a Final Plat on all, or a portion of, the land is filed prior to the expiration date or an extension is granted (Section 6.03 of the Development Agreement). The developers Engineer, Longaro & Clarke has requested in writing to let the plat expire (see attached).**

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

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

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

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE  

8. Staff Recommendation:

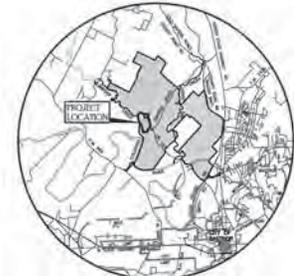
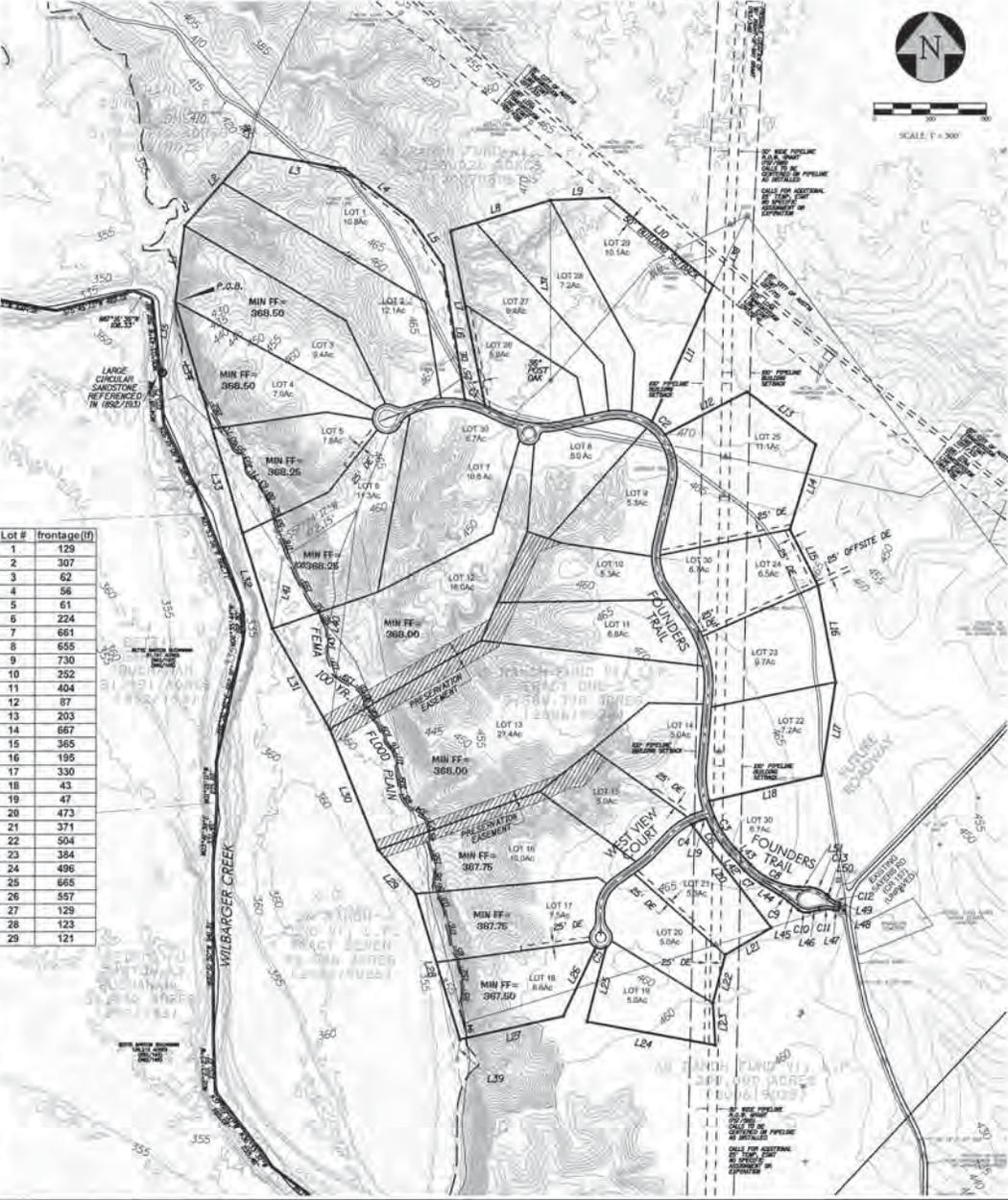
9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

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

11. Action Taken: \_\_\_\_\_

# XS RANCH RIVERCAMP ESTATES, PHASE 2 PRELIMINARY PLAT

- STANDARD PLAT NOTES:**
- THE BENCHMARK USED ARE:  
BENCHMARK AZE  
LOCAL BENCHMARK IN CONCRETE STAMPED "188P"  
TEXAS STATE PLANE GRID, CENTRAL ZONE, COORDINATES N 1048101.48 E 323441.11  
ELEVATION = 48.32'
  - BENCHMARK 188P  
3" ALUMINUM MEASUREMENT IN CONCRETE STAMPED "370P"  
TEXAS STATE PLANE GRID, CENTRAL ZONE, COORDINATES N 1048211.08 E 323441.11  
ELEVATION = 48.81'
  - THE DEVELOPER AND CONSTRUCTION OF PROPERTY IS SUBJECT TO THE RANCH DEVELOPMENT AGREEMENT DATED NOVEMBER 19, 2003 AND LOGS THE 1<sup>ST</sup> AND 2<sup>ND</sup> AMENDMENTS DATED APRIL 2, 2011 AND OCTOBER 11, 2011, RESPECTIVELY.
  - ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
  - CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
  - PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BASTROP PERMITS WILL BE OBTAINED FROM BASTROP COUNTY.
  - THE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP AND BASTROP COUNTY.
  - LEGAL SURVEY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL BY THE CITY.
  - THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REGULATIONS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REGULATIONS.
  - ELECTRIC SERVICE IS PROVIDED BY BASTROP&T.
  - EACH LOT WILL BE SERVED BY AN INDIVIDUAL DOMESTIC "SEMI" WELL MEETING LIST THREE (3) AND WATER CONSERVATION DISTRICT RULES & REGULATIONS AS TO PUMPING RATE AND SCHEDULING.
  - EACH LOT WILL BE SERVED BY AN INDIVIDUAL CREATIVE SEWERAGE FACILITY APPROVED BY BASTROP COUNTY.
  - DESIGNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
  - A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS REVISED & RE-CODED FOR BASTROP CO, EFFECTIVE JANUARY 18, 2008 AND IS ON ZONE V AND ZONE AE.
  - TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR ONE (1) MILE DRAINAGE IMPROVEMENTS.
  - AS SHOWN HEREON, A FIVE (5) FOOT WIDE P.U.S. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE.
  - PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT IMPROVE ACCESS TO ANY OTHER ADJACENT PROPERTY.
  - NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
  - ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
  - THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, VEGETATION AND OTHER OBSTRUCTIONS TO THE LINES NECESSARY TO KEEP THE EASEMENTS CLEAR AND UNIMPEDED. THE SUBDIVISION PLAT SHALL PROVIDE THE ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED HEREON FOR INSTALLATION AND Ongoing MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.
  - THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, SEDIMENTATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
  - ENGINEER AND BASTROP COUNTY CONVEYANCE TO BE ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION OF EACH LOT, INCLUDING SPECIFIC FILING AND DEVELOPMENT CONSTRUCTION.
  - A 5' WIDE SETBACK ALONG THE NEAR LOT LINES.
  - A 10' BUILDING SETBACK IS ESTABLISHED ALONG ALL NEAR LOT LINES.
  - A 25' BUILDING SETBACK IS ESTABLISHED ALONG ALL REAR LOT LINES.
  - ALL IMPROVEMENTS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE ROAD. THE DEVELOPER AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE ACCORDANCE WITH BASTROP COUNTY SPECIFICATIONS, WHICH MAY INCLUDE CALVINE TREE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CREATION OF A DRAINAGE.



- INDEX TO SHEETS**
- 1 300 SCALE OVERALL PRELIMINARY PLAN
  - 2-4 100 SCALE PRELIMINARY PLAN
  - 5 EXISTING DRAINAGE AREA MAP
  - 6 PROPOSED DRAINAGE AREA MAP

**OWNER/DEVELOPER:**  
XS RANCH FUND VI, LP  
c/o COAST RANGE INVESTMENTS LLC  
300 W. 6th STREET, SUITE 1810  
AUSTIN, TEXAS 78701  
(512) 527-3451  
(512) 527-3463 FAX  
ATTN: JOHN LANDWEHR, VICE PRESIDENT

**ENGINEER:**  
LONGARO & CLARKE  
3839 BEE CAVE ROAD, SUITE 150  
AUSTIN, TEXAS 78746  
(512) 306-0228  
(512) 306-0338 FAX

**SURVEY BY:**  
CHAPARRAL PROFESSIONAL LAND SURVEYING INC.  
3500 McCall LANE  
AUSTIN, TEXAS 78744  
(512) 443-1724  
(512) 389-0943 FAX

COUNTY: BASTROP  
USACE PERMIT NO. SWF-2008-280

FEMA MAPS: 48021C0195E, 48021C0200E,  
48021C0215E & 48021C0225E FOR BASTROP CO.,  
EFFECTIVE JANUARY 19, 2006

**LAND USE SUMMARY**

LOTS (1-29)	244.37 ACRES
LOT 30 (FOUNDERS TR. & WEST VIEW CT.)	6.66 ACRES
<b>TOTAL</b>	<b>251.03 ACRES</b>

**CURVE TABLE**

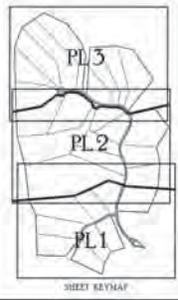
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	12°21'46"	522.00'	56.54'	112.63'	112.41'	S73°21'57"E
C2	17°42'26"	322.00'	50.16'	99.12'	99.12'	S45°36'09"E
C3	29°16'46"	578.00'	150.99'	295.37'	292.17'	S28°51'38"E
C4	8°55'34"	378.00'	29.50'	58.89'	58.83'	S67°34'34"W
C5	54°50'01"	60.00'	31.12'	57.42'	55.25'	N89°56'06"W
C6	27°16'58"	116.07'	231.05'	632.01'	229.72'	S32°51'32"E
C7	15°18'12"	57.30'	113.92'	426.50'	113.58'	N51°09'07"W
C8	44°03'33"	154.77'	294.13'	362.50'	296.94'	S65°31'48"E
C9	8°34'14"	28.66'	57.22'	382.50'	57.16'	N54°31'07"W
C10	52°33'12"	33.33'	61.91'	67.50'	59.77'	N76°30'35"W
C11	24°24'04"	39.46'	77.72'	182.50'	77.14'	S89°29'11"W
C12	31°55'13"	30.74'	59.89'	107.50'	59.12'	S82°21'11"E
C13	41°09'60"	53.51'	102.39'	142.50'	100.20'	S66°58'34"E

**LINE TABLE**

No.	BEARING	LENGTH	No.	BEARING	LENGTH
L1	N06°59'53"E	406.61'	L26	S25°15'23"W	406.14'
L2	N41°09'15"E	524.22'	L27	S77°17'27"W	565.58'
L3	S79°54'09"E	518.31'	L28	N16°59'45"W	812.31'
L4	S52°42'41"E	455.69'	L29	N40°51'41"W	308.34'
L5	S35°03'54"E	290.90'	L30	N21°45'28"W	694.58'
L6	S09°11'38"E	1725.50'	L31	N29°54'52"W	636.65'
L7	N11°21'60"W	950.67'	L32	N17°36'26"W	531.63'
L8	N72°59'17"E	559.12'	L33	N16°16'58"W	577.65'
L9	N81°41'39"E	316.15'	L34	N16°19'43"W	708.62'
L10	S50°00'50"E	724.86'	L35	S10°20'43"W	385.31'
L11	S24°09'15"W	797.08'	L36	N11°23'20"E	210.59'
L12	N62°25'36"E	495.65'	L37	S00°11'59"E	958.11'
L13	S52°21'07"E	463.42'	L38	N26°22'58"E	410.01'
L14	S17°01'15"W	471.31'	L39	S08°17'23"W	125.77'
L15	S26°55'59"E	331.96'	L40	N07°00'59"E	1171.02'
L16	S10°25'26"E	525.00'	L41	N08°02'51"E	377.11'
L17	S08°41'25"W	501.49'	L42	N43°30'01"W	115.13'
L18	S77°08'12"W	614.46'	L43	S43°30'01"E	115.13'
L19	S72°02'21"W	27.99'	L44	N58°48'14"W	116.82'
L20	S37°54'34"E	698.32'	L45	N50°13'59"W	69.64'
L21	S59°48'59"W	285.63'	L46	S77°17'08"W	54.42'
L22	S14°13'25"W	286.10'	L47	N78°15'47"W	26.50'
L23	S03°36'31"E	225.63'	L48	N17°41'13"E	44.00'
L24	N79°34'11"W	688.22'	L49	S78°18'47"E	5.84'
L25	N41°09'18"E	409.24'	L50	S46°23'34"E	20.50'
			L51	S27°33'34"E	53.10'

**Lot # frontage(ft)**

1	129
2	307
3	62
4	56
5	61
6	224
7	661
8	655
9	730
10	252
11	404
12	87
13	203
14	667
15	365
16	195
17	330
18	43
19	47
20	473
21	371
22	504
23	384
24	496
25	665
26	557
27	129
28	123
29	121



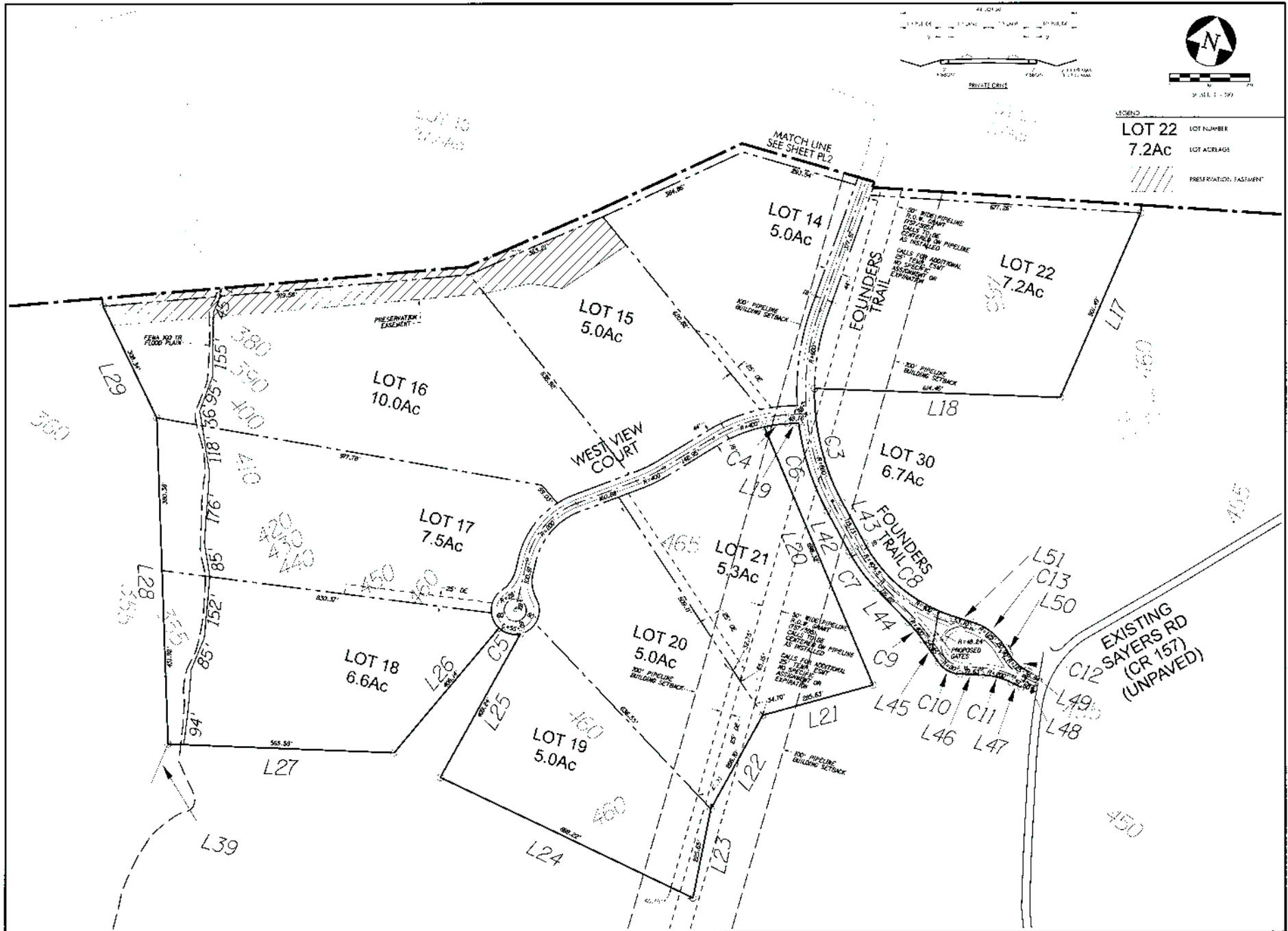
10/8/13

JOSEPH LONGARO  
10/8/13

**LC LONGARO & CLARKE**  
Consulting Engineers  
Land Development • Stormwater Management • Water Resources  
10000 N. Loop West, Suite 1000 • Dallas, Texas 75244  
972.366.0029

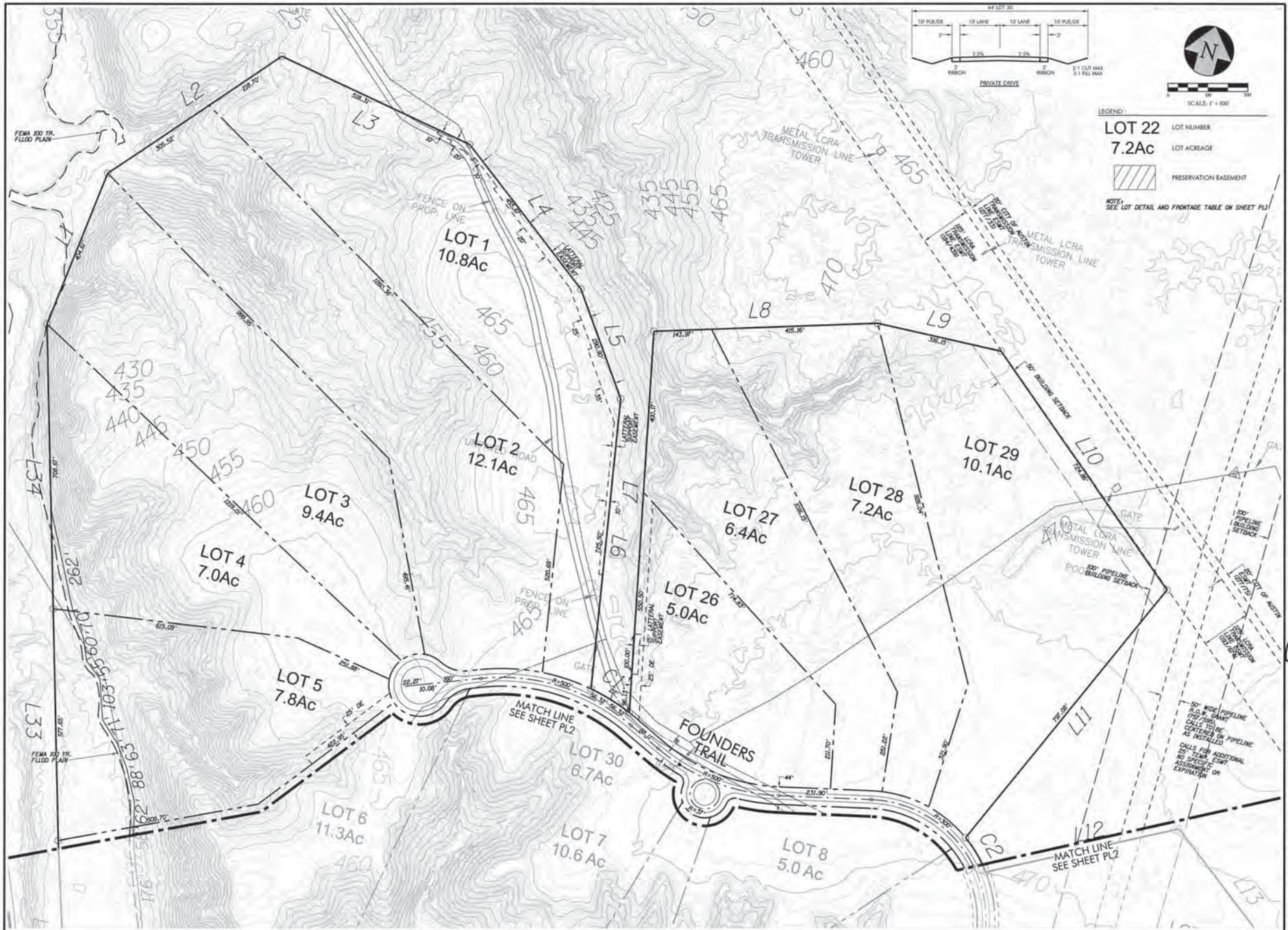
**PL 0**

1/6



<p>LEGEND</p> <p>LOT NUMBER</p> <p>LOT ACREAGE</p> <p>PRESERVATION EASEMENT</p>	
<p><b>XS RANCH RIVERCAMP ESTATES, PHASE 2</b></p> <p>PRELIMINARY PLAT</p> <p>100 SCALE PRELIMINARY PLAT</p>	
<p><b>LC</b> LONGARDO CLARKE Consulting Engineers</p> <p>Professional Engineer No. 6551</p> <p>Professional Engineer No. 6551</p> <p>Professional Engineer No. 6551</p>	
<p>PL1</p>	
<p>2/6</p>	





REVISION/NO.	DATE	DESCRIPTION

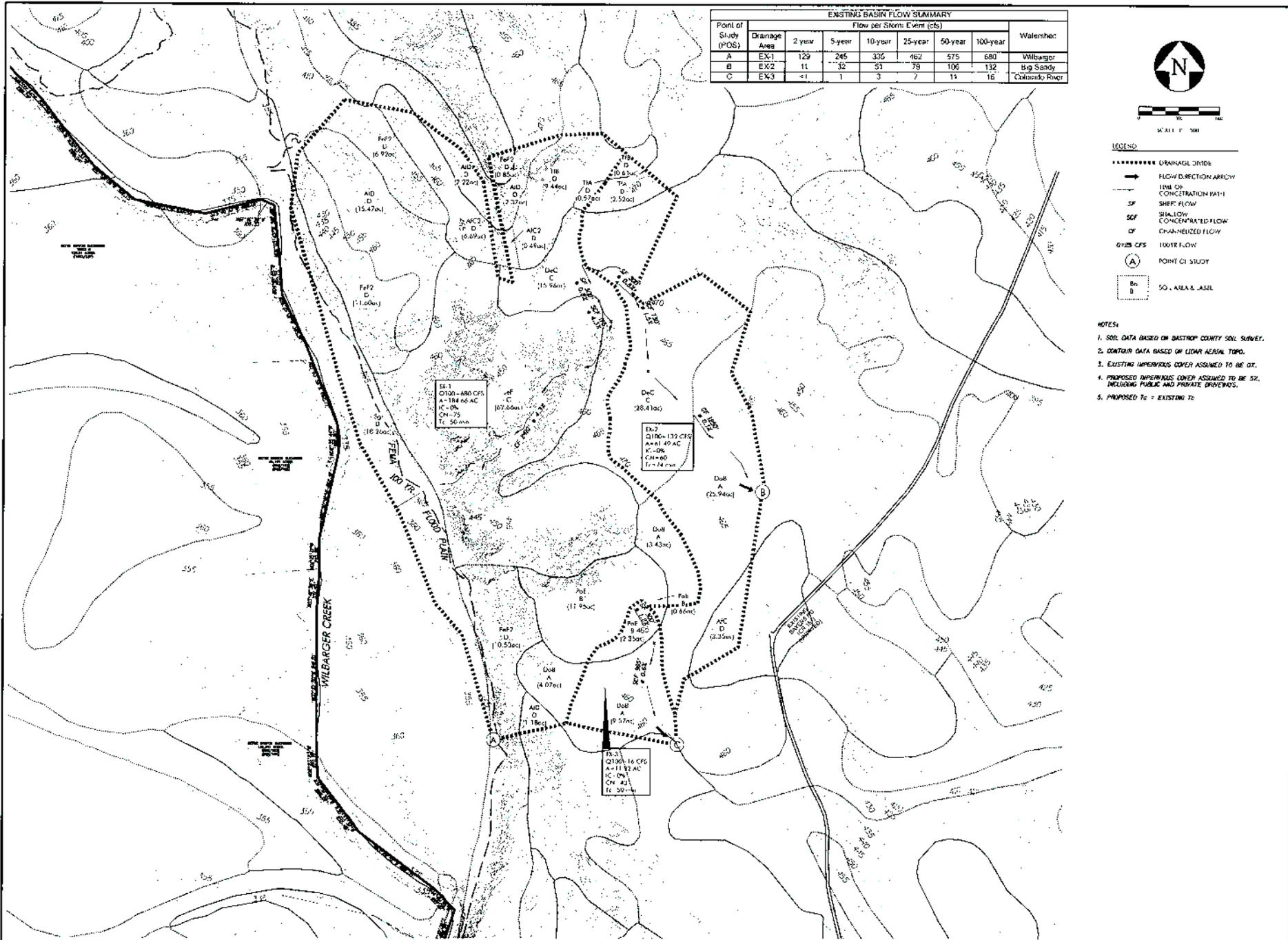
DATE	BY	DESCRIPTION

**XS** RANCH RIVERCAMP ESTATES, PHASE 2  
 PRELIMINARY PLAT  
 100 SCALE PRELIMINARY PLAT

10/01/13  
 JOSEPH LONGARGO  
 CONSULTING ENGINEERS

**LC** LONGARGO CLARKE  
 Consulting Engineers  
 Land Development • Site Assessment/Management • Water Resources  
 605.536.0505 • www.longargoclarke.com • 7010 13th St. S.W. • 98048

PL3  
 4/6  
 960-31



Point of Study (POS)	Drainage Area	Flow per Storm Event (cfs)						Watershed
		2-year	5-year	10-year	25-year	50-year	100-year	
A	EX-1	129	245	336	462	575	680	Wilbarger
B	EX-2	11	32	53	79	106	132	Big Sandy
C	EX-3	-1	1	3	7	11	16	Colinick River



- LEGEND:**
- DRAINAGE DIVIDE
  - FLOW DIRECTION ARROW
  - LINE OF CONCENTRATION PATH
  - SF SHEET FLOW
  - SCF SHALLOW CONCENTRATED FLOW
  - CF CHANNELIZED FLOW
  - OF OVERFLOW
  - POINT OF STUDY
  - SO. AREA LABEL

- NOTES:**
1. SOIL DATA BASED ON BASTROP COUNTY SOIL SURVEY.
  2. CONTOUR DATA BASED ON LIDAR AERIAL TOPO.
  3. EXISTING IMPERVIOUS COVER ASSIGNED TO BE 0%.
  4. PROPOSED IMPERVIOUS COVER ASSIGNED TO BE 5%, INCLUDING PUBLIC AND PRIVATE DRIVEWAYS.
  5. PROPOSED TO = EXISTING TO.

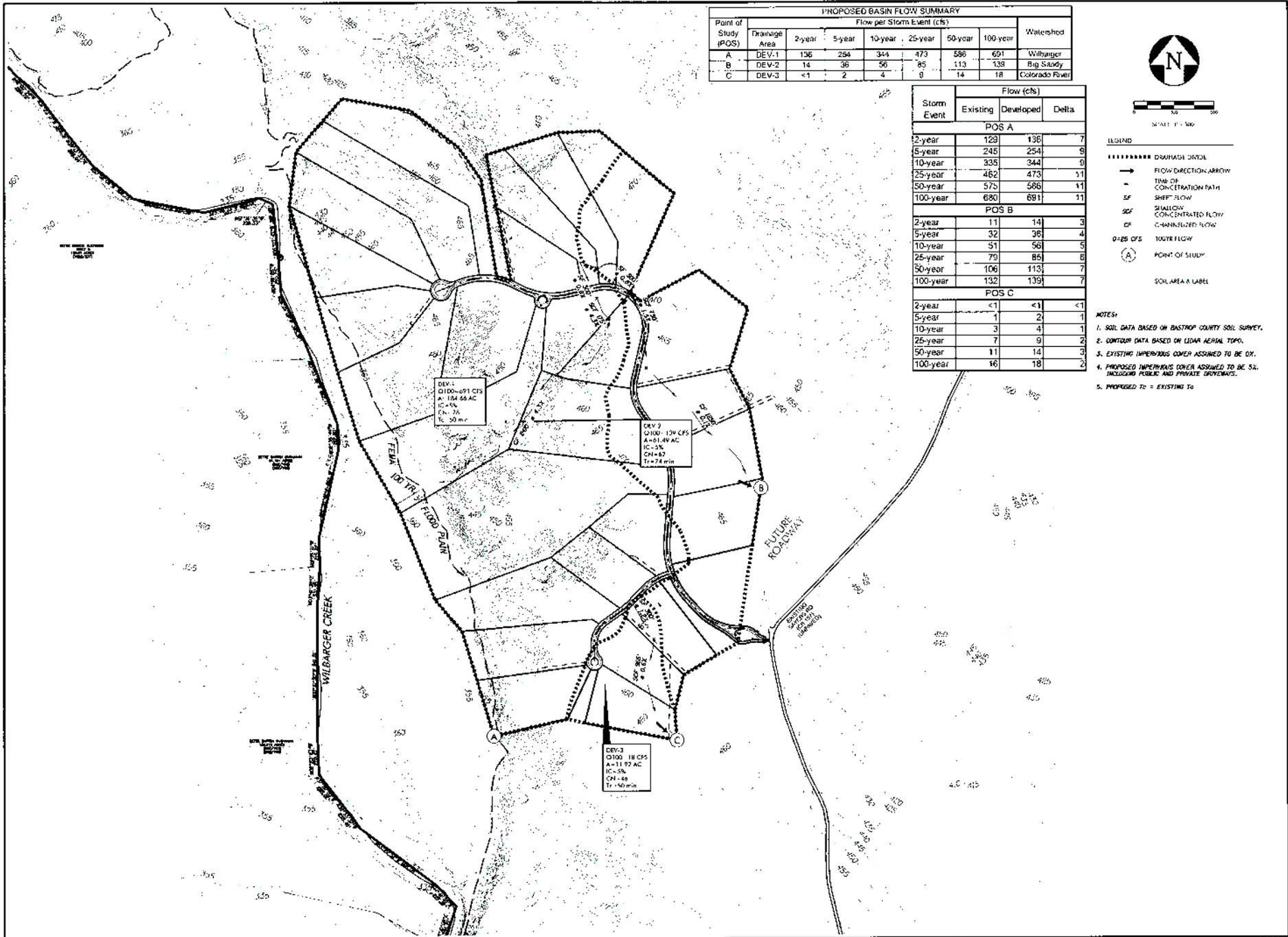
**XS RANCH RIVERCAMP ESTATES, PHASE 2**  
PRELIMINARY PLAT  
EXISTING DRAINAGE AREA MAP

**L.C. LONGARCO** CLARKE  
Consulting Engineers  
1000 S. Loop West, Suite 200, Houston, Texas 77007  
713.666.8825

DM1

5
6

200.33



Point of Study (POS)	Drainage Area	Flow per Storm Event (cfs)						Watershed
		2-year	5-year	10-year	25-year	50-year	100-year	
A	DEV-1	136	254	344	473	588	691	Wilbarger
B	DEV-2	14	36	56	85	113	138	Big Study
C	DEV-3	<1	2	4	9	14	18	Colorado River

Storm Event	Flow (cfs)		
	Existing	Developed	Delta
POS A			
2-year	129	136	7
5-year	245	254	9
10-year	335	344	9
25-year	462	473	11
50-year	575	588	11
100-year	680	691	11
POS B			
2-year	11	14	3
5-year	32	36	4
10-year	51	56	5
25-year	79	85	6
50-year	106	113	7
100-year	132	139	7
POS C			
2-year	<1	<1	<1
5-year	1	2	1
10-year	3	4	1
25-year	7	9	2
50-year	11	14	3
100-year	16	18	2

N

SCALE: 1" = 50'

**LEGEND**

- DRAINAGE DITCH
- FLOW DIRECTION ARROW
- - - - CONCENTRATION PATH
- SHEET FLOW
- SF SHALLOW CONCENTRATED FLOW
- CF CHANNELIZED FLOW
- DF-DF FLOW
- POINT OF STUDY
- SOIL AREA LABEL

- NOTES:**
- SOIL DATA BASED ON BASTROP COUNTY SOIL SURVEY.
  - CONTOUR DATA BASED ON LIDAR AERIAL TOPO.
  - EXISTING IMPERVIOUS COVER ASSUMED TO BE 0% INCLUDING PUBLIC AND PRIVATE DRIVEWAYS.
  - PROPOSED IMPERVIOUS COVER ASSUMED TO BE 5% INCLUDING PUBLIC AND PRIVATE DRIVEWAYS.
  - PROPOSED TO = EXISTING TO

DEV-1  
0100=891 CFS  
A=134.66 AC  
IC=5%  
CN=76  
T=50 min

DEV-2  
02100=136 CFS  
A=61.48 AC  
IC=5%  
CN=87  
T=74 min

DEV-3  
0100=18 CFS  
A=11.97 AC  
IC=5%  
CN=88  
T=16 min

**XS RANCH RIVERCAMP ESTATES, PHASE 2**  
PRELIMINARY PLAN  
PROPOSED DRAINAGE AREA MAP



**LC LONGCAIRO CLARKE**  
Consulting Engineers  
Civil, Mechanical & Structural Engineers & Surveyors  
1902 West 10th Street, Suite 100  
Lawton, Oklahoma 73505

DM2  
6/6



LONGARO & CLARKE  
Consulting Engineers

3839 Bee Cave Road, Suite 150

Austin, Texas 78746

Tel: (512) 306-0228

TBPE Reg. No. F-544

Fax: (512) 306-0338

October 21, 2014

Yvonne Pritchard  
City of Bastrop  
Planning and Development  
1311 Chestnut Street  
Bastrop, Texas 78602

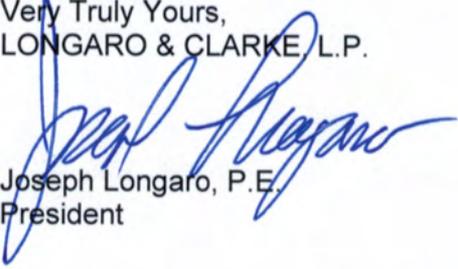
RE: XS Ranch, Rivercamp Estates, Phase 2 (29 residential lots)  
Preliminary Plat Expiration  
Longaro & Clarke, L.P. Project #260-31-04

Dear Yvonne,

XS Ranch, Rivercamp Estates, Phase 2 Preliminary Plat was approved by the City of Bastrop's City Council on November 12, 2013. Per the Development Agreement between the City of Bastrop and XS Ranch Fund VI, L.P., "Preliminary Plat will expire at the end of 365 days from the date of City Council approval" (Article 6 §6.03.1). The Developer has decided to let the aforementioned preliminary plat expire, and acknowledges that the preliminary plat will expire on November 12, 2014.

Please let me know if you have any questions or require any additional information.

Very Truly Yours,  
LONGARO & CLARKE, L.P.



Joseph Longaro, P.E.  
President

cc: John Landwehr, Coast Range Investments, LLC

G:\260-31\doc\Preliminary Plan-Expiration.docx

CITY OF BASTROP

AGENDA ITEM **A-9**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: October 17, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: **Consideration, Discussion and possible action on a request to grant a variance to the Cemetery Ordinance, which is recommended for approval by the Cemetery Advisory Board. The variance requested would allow a plot owner to cover a cemetery plot in the Fairview Cemetery, legally described as being Block 7, Row C, Lot B (2 spaces), with a material (i.e., crushed rock) that is otherwise prohibited by the City’s Cemetery Ordinance, “Fairview Cemetery”, Section 15.01.015 (e) and (f), “Prohibited activities”.**

2. Party Making Request: **Karla Stovall, Chief Financial Officer, on behalf of plot owner.**

3. Nature of Request: (Brief Overview) Attachments: Yes  X  No \_\_\_\_\_  
**Seeking City Council’s consideration and approval of the Cemetery Advisory Board’s recommendation that the City Council grant a variance to allow the owner of a burial plot in Fairview Cemetery to cover the gravesite (legally described as Block 7, Row C, Lot B (2 spaces)) with rock chips (underlain with plastic sheeting to prevent weed growth). [ Note: The gravesite plot is surrounded by concrete curbing.]**

**The City’s Cemetery Ordinance specifically prohibits the covering gravesites with certain prohibited materials, as set forth in Section 15.01.015 (e) and (f), as follows:**

- (1) City of Bastrop Cemetery Ordinance, Section 15.01.015 (e): No granite, brick, stone, wood, concrete, cornerstones or any kind of artificial walkways or walks are permitted on or adjoin plots in the Fairview Cemetery, except those existing prior to the passing of this ordinance or installed by the City; and**
- (2) City of Bastrop Cemetery Ordinance, Section 15.01.015 (f): No graves in the Fairview Cemetery shall be covered with a concrete slab or other type of slab or covering; and**

**As per the City’s Code, a variances to the City’s Cemetery Ordinance requires consideration and approval/denial by the City Council.**

4. Policy Implication:

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

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

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

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

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

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

8. Staff Recommendation:

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

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

11. Action Taken: \_\_\_\_\_

**ACTION OF THE CITY OF BASTROP  
CEMETERY ADVISORY BOARD  
RECOMMENDING  
GRANTING VARIANCE**

---

**WHEREAS**, Nancy Jane Howell (“Applicant”) of Bastrop, Texas, is the owner of the cemetery plot legally described as being Block 7, Row C, Lot B (2 spaces) (the “Gravesite”) located in the Fairview Cemetery at 1409 Highway 95, Bastrop, Texas, and the subject property is in the City of Bastrop’s Fairview Cemetery located in the City of Bastrop, Bastrop County, Texas (“Property”); and

**WHEREAS**, the Applicant has requested to cover the Gravesite with crushed rocks, underlain by plastic sheeting, which unless varied by the council would be a in violation of City of Bastrop Ordinance Section 15.01.015 (e) and (f).

**WHEREAS**, the Applicant has applied for a variance to the City of Bastrop’s Cemetery Ordinance, Section 15.01.015 (e), which states that no granite, brick, stone, wood, concrete, cornerstones or any kind of artificial walkways or walks are permitted on or adjoin plots in the Fairview Cemetery, except those existing prior to the passing of the Ordinance or installed by the City; and

**WHEREAS**, Applicant has applied for a variance to the City of Bastrop Cemetery Ordinance, Section 15.01.015 (f), which states that no graves in the Fairview Cemetery shall be covered with a concrete slab or other type of slab or covering; and

**WHEREAS**, Applicant desires a variance be granted as follows:

A variance to Cemetery Ordinance Section 15.01.015 (e) and (f) to allow the following activities to occur on the Property/Gravesite owned by Applicant: (1)for the grass presently in placer to be killed and removed, (2) for the placement of plastic to be allowed over the Gravesite, and (3) for the placement of rock chips to be added over the Gravesite, within the concrete curbing surrounding the Gravesite, which is identified as Block 7, Row C, Lot B (2 spaces); and.

**WHEREAS**, a public meeting was held on October 15, 2014 before the City of Bastrop Cemetery Advisory Board, with a quorum of the membership present, at which the members heard the request, information provided by staff and the Applicant, as pertinent, and following due discussion and deliberation, reached the decision noted below.

**NOW THEREFORE, THE CEMETERY ADVISORY BOARD FINDS THAT:**

1. This matter was heard by a quorum of the members of the Cemetery Advisory Board who voted as follows:

A.	Terry Sanders	Recommend Granting
B.	Carl Spooner	Recommend Granting
C.	Ted Schaefer	Recommend Granting
D.	Mary Williams	Absent
E.	Jerry Woehl	Recommend Granting
F.	Cheryl Long	Absent

2. The City of Bastrop Cemetery Advisory Board considered this request for a variance to the City's Ordinance 15.01.015(e) and (f) and voted to recommend to the Council that it grant same, which recommendation will be forwarded to the City Council for its' consideration and action.
3. Minutes of this proceeding shall be kept on file in the Finance Department, and are public records.

**NOW THEREFORE**, the above request for a variance was heard and recommended for approval on October 15, 2014, by the City of Bastrop Cemetery Advisory Board for the Fairview Cemetery.

---

By: Chief Financial Officer/ ACM

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

**CITY COUNCIL  
CERTIFICATE OF AUTHENTICITY OF  
VARIANCE FROM CITY OF BASTROP ORDINANCE 15.01.015 (e) and (f)**

**BLOCK 7, ROW C, LOT B (2 SPACES) LOCATED IN THE FAIRVIEW CEMETERY**

---

I, Elizabeth Minerva Lopez, City Secretary of the City of Bastrop, hereby certify that the attached "Action of the City Council of Bastrop Granting a Variance" is a true and correct copy of the original document in the Finance Department, and I further certify that such document accurately reflects the action granting a variance taken by the City Council on October \_\_\_\_\_, 2014, related to a cemetery plot legally described as being Block 7, Row C, Lot B (2 spaces) (the "Gravesite") located in the Fairview Cemetery at 1409 Highway 95, Bastrop, Texas. This Variance applies to no other lots, Gravesites or plots in Fairview Cemetery.

---

Elizabeth Minerva Lopez  
City Secretary  
City of Bastrop

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 to certify which witness my hand and official seal.

---

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_, 20\_\_

Grass will be killed,  
Plastic placed,  
Rock chips placed.



Jerry & Nancy Howell ↔ parents ROGERS  
Please allow us to cover our  
grave site to match our parents

Nancy Jane Howell

CITY OF BASTROP

AGENDA ITEM **D-1**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: October 21, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: Consideration and action with respect to "**Ordinance Authorizing the Issuance of the City of Bastrop, Texas General Obligation Refunding Bonds**; Levying an Ad Valorem Tax in Support of the Bonds; Establishing Procedures for Selling and Delivery of One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds".
2. Party Making Request     **Michael H. Talbot, City Manager**
3. Nature of Request: (Brief Overview) Attachments: Yes   X       No \_\_\_\_\_
4. Policy Implication: \_\_\_\_\_
5. Budgeted: \_\_\_\_\_Yes     \_\_\_\_\_No     N/A  
    Bid Amount: \_\_\_\_\_     Budgeted Amount: \_\_\_\_\_  
    Under Budget: \_\_\_\_\_     Over Budget: \_\_\_\_\_  
    Amount Remaining: \_\_\_\_\_
6. Alternate Option/Costs: \_\_\_\_\_
7. Routing:       NAME/TITLE         INITIAL         DATE         CONCURRENCE
8. Staff Recommendation:
9. Advisory Board: \_\_\_\_\_Approved     \_\_\_\_\_Disapproved     \_\_\_\_\_None
10. Manager's Recommendation: \_\_\_\_\_Approved     \_\_\_\_\_Disapproved     \_\_\_\_\_None
11. Action Taken: \_\_\_\_\_

LAW OFFICES

**M<sup>c</sup>CALL, PARKHURST & HORTON L.L.P.**

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
TELECOPY: 214 754-9250

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
TELECOPY: 512 472-0871

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
TELECOPY: 210 225-2984

**MEMORANDUM**

**DATE:** October 21, 2014  
**TO:** Elizabeth Lopez, City Secretary  
**FROM:** J. Bart Fowler  
**RE:** City of Bastrop, Texas General Obligation Refunding Bonds, Series 2014

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With respect to the City Council Meeting on October 28, 2014 we recommend the following agenda language:

Consideration and action with respect to "Ordinance Authorizing the Issuance of the City of Bastrop, Texas General Obligation Refunding Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Establishing Procedures for Selling and Delivery of One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds".

The draft Ordinance is attached and I'll bring completed copies to the meeting next Tuesday. Please do not hesitate to call with any questions.

cc: Mike Talbot  
Karla Stovall  
Dan Wegmiller  
Jennifer Douglas

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE  
CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS;  
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING  
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE  
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

**Adopted October 28, 2014**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	1
Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS .....	2
Section 2. DEFINITIONS .....	2
Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION.....	2
Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION .....	3
Section 5. CHARACTERISTICS OF THE BONDS.....	5
Section 6. FORM OF BOND.....	9
Section 7. TAX LEVY.....	19
Section 8. ESTABLISHMENT OF PROJECT FUND AND ESCROW FUND.....	20
Section 9. DEFEASANCE OF BONDS .....	21
Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS .....	22
Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED .....	23
Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS .....	24
Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/ REGISTRAR AGREEMENT AND ESCROW AGREEMENT.....	26
Section 14. INSURANCE PROVISIONS .....	27
Section 15. CONTINUING DISCLOSURE UNDERTAKING .....	28
Section 16. AMENDMENT OF ORDINANCE.....	31
Section 17. DEFAULT AND REMEDIES.....	32
Section 18. NO RECOURSE AGAINST CITY OFFICIALS .....	33

Section 19. PAYMENT OF ATTORNEY GENERAL FEE.....33

Section 20. FURTHER ACTIONS .....34

Section 21. INTERPRETATIONS .....34

Section 22. INCONSISTENT PROVISIONS.....34

Section 23. INTERESTED PARTIES .....34

Section 24. NO PERSONAL LIABILITY.....34

Section 25. SEVERABILITY .....35

EXHIBIT A DEFINITIONS

EXHIBIT B DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

## ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE ISSUANCE OF THE  
CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING BONDS;  
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ESTABLISHING  
PROCEDURES FOR SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE  
BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

---

<b>THE STATE OF TEXAS</b>	<b>§</b>	
<b>COUNTY OF BASTROP</b>	<b>§</b>	
<b>CITY OF BASTROP</b>	<b>§</b>	

**WHEREAS**, the City has duly issued and there is now outstanding various series of ad valorem tax obligations and utility system obligations; and

**WHEREAS**, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to restructure some of its outstanding debt service obligations, with the terms of such restructuring, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, the Mayor, all in accordance with the provisions of Chapter 1207 of the Texas Government Code thereof; and

**WHEREAS**, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

**WHEREAS**, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

**WHEREAS**, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

**WHEREAS**, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

**WHEREAS**, the Bonds authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1207 of the Texas Government Code, as amended, and other applicable laws: and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

**Section 1. RECITALS.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

**Section 2. DEFINITIONS.** For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

**Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION.** The Bonds, each to be designated the "**CITY OF BASTROP, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**," in one or more Series are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$3,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds.

**Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION.** (a) Initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 1, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. Each Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in each Pricing Certificate for a series of Bonds and the Pricing Certificate shall determine and designate the tax status of a Series of Bonds as the Taxable Bonds or Tax-Exempt Bonds. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Bonds shall expire at 5:00 p.m. C.D.T. on April 28, 2015. Bonds priced on or before April 28, 2015 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether any Series of Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service loss that does not exceed 2.50% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems

appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(e) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the

redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(f) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 5. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the Paying Agent/Registrar, which shall be Regions Bank, in Houston, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such

registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the

address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

**Section 6. FORM OF BOND.** The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

**FORM OF BOND**

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

<b>NO. R-</b>	<b>UNITED STATES OF AMERICA</b> <b>STATE OF TEXAS</b> <b>BASTROP COUNTY</b>	<b>PRINCIPAL</b> <b>AMOUNT</b> <b>\$_____</b>
	<b>CITY OF BASTROP, TEXAS</b> <b>GENERAL OBLIGATION REFUNDING BOND,</b> <b>SERIES _____*</b>	

**[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]**

\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**INTEREST RATE      DATE OF BOND      MATURITY DATE      CUSIP NO.**

\_\_\_\_\_

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

**ON THE MATURITY DATE** specified above, **BASTROP, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from \_\_\_\_\_, 20\_\_\*, on \_\_\_\_\_, 20\_\_\* and semiannually thereafter on each \_\_\_\_\_\* and \_\_\_\_\_\* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at Regions Bank, (the "Paying Agent/Registrar") at their office for payment in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the

payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS  
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY  
AMOUNT**  
\$ \_\_\_\_\_

**INTEREST RATE      ISSUANCE DATE      DATE OF BONDS      MATURITY DATE**

**REGISTERED OWNER:**

**MATURITY AMOUNT:**

**ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF BASTROP, TEXAS** (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

\* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**THE MATURITY AMOUNT** of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of Regions Bank, Houston, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

**[FORM OF REMAINDER OF EACH BOND]**

**ANY ACCRUED INTEREST** due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND** is one of a series of Bonds dated \_\_\_\_\_, 20\_\_\*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_, **TO PROVIDE FUNDS FOR THE FOLLOWING: (I) REFUNDING THE REFUNDED OBLIGATIONS; AND (II) PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

ON \_\_\_\_\_, 20\_\_\*, or on any date thereafter, the Bonds of this Series maturing on and after \_\_\_\_\_, 20\_\_\* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[THE BONDS MATURING ON \_\_\_\_\_, \_\_\* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

**Term Bonds Maturing on \_\_\_\_\_, 20\_\_\***

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20__	\$ _____
_____, 20__†	\$ _____†

† Final Maturity

**THE PRINCIPAL AMOUNT** of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*

**NO LESS THAN** 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such

\*Use of Term Bonds, if any, to be determined by the Pricing Officer.

payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

**WITH RESPECT TO** any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment,

transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

**IT IS HEREBY** certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

**BY BECOMING** the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

**IN WITNESS WHEREOF**, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

[CITY SEAL]

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**REGIONS BANK**  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee

\_\_\_\_\_

\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Transferee)

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[COMPTROLLER'S SEAL]

**INSERTIONS FOR THE INITIAL BONDS**

- (i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:
  - A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
  - B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE,** the City of Bastrop, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified

above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_, 20\_\_\* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal <u>Amount</u>	Maturity Date (_____)	Interest <u>Rates</u>
----------------------------	--------------------------	--------------------------

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, 20\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 20\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"THE CITY OF BASTROP, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on \_\_\_\_\_\* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

\* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Principal <u>Amount</u>	Maturity Date (_____)	Interest <u>Rate</u>
----------------------------	--------------------------	-------------------------

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\_\_.\* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

**Section 7. TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable

provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 8. ESTABLISHMENT OF PROJECT FUND AND ESCROW FUND.** (a) Project Fund. The Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds minus any amounts deposited into the Interest and Sinking Fund and the Escrow Fund, shall be deposited in the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested in Permitted Investments as permitted by the Public Funds Investment Act, as amended and the City's Investment Policy.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

(f) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 9. DEFEASANCE OF BONDS** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making

available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately

above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

**Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.**

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

**Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to use all of the proceeds of the Tax-Exempt Bonds for the purposes set forth in Section 3 and the payment of principal, interest and redemption premium on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the

bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in Ordinance for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in Ordinance for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will

not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate one or more Series of the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

**Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT**. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a

defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

**Section 14. INSURANCE PROVISIONS.** In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

**Section 15. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in the final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the status of the Bonds, or other events affecting the status of the Bonds.
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this

Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

**Section 16. AMENDMENT OF ORDINANCE.** The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

**Section 17. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

**Section 18. NO RECOURSE AGAINST CITY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

**Section 19. PAYMENT OF ATTORNEY GENERAL FEE.** The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

**Section 20. FURTHER ACTIONS.** The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 21. INTERPRETATIONS.** All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

**Section 22. INCONSISTENT PROVISIONS.** All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

**Section 23. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

**Section 24. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

**Section 25. SEVERABILITY.** The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, passed and approved on the first and final reading on the 28<sup>th</sup> day of October, 2014.

**CITY OF BASTROP:**

\_\_\_\_\_  
By: Ken Kesselus, Mayor  
City of Bastrop, Texas

**ATTEST:**

\_\_\_\_\_  
Elizabeth Lopez, City Secretary

**EXHIBIT A****DEFINITIONS**

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and including any Tax-Exempt Bonds and/or Taxable Bonds as designated by the Pricing Officer, and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Bastrop, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means Regions Bank, Houston, Texas unless such other bank or trust company is hereafter appointed as may be determined by the Pricing Officer at pricing of the Bonds or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Holder*," "*Holder*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 28, 2014.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Premium Compound Interest Bonds*" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"*Pricing Certificate*" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more Series of the Bonds.

"*Pricing Officer*" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the Mayor may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"*Redemption Date*" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"*Refunded Obligations*" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"*Refundable Obligations*" means all or a portion of the City's outstanding ad valorem tax obligations and utility system obligations.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Taxable Bonds*" means the any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means the any Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable in the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"*Underwriters*" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate.

**EXHIBIT B**

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 14 of this Ordinance.

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.

CITY OF BASTROP

AGENDA ITEM **D-2**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **October 15, 2014**

MEETING DATE: **October 28, 2014**

1. Agenda Item: Consideration, discussion, and possible action by the Bastrop City Council on a request from the Bastrop Main Street Program Design Committee to CONDUCT a PUBLIC TEST of a "2-POINT PARKING" VARIANT in the 700 block of Pine Street in spaces currently marked for "3-Point parking."

PRESENTATION by Dan Hays-Clark, Co-Chairman Bastrop Main Street Program Design Committee

2. Party Making Request: **Dick Smith, Chairman Bastrop Main Street Program Advisory Board**
3. Nature of Request: (Brief Overview) Attachments: Yes   X   No \_\_\_\_\_

The Design Committee wishes to test, for a period of two months and commencing on November 1, larger parking spaces on the western end of Pine Street to accommodate 2-Point parking; the test would require the re-striping of current spaces to 25' for pull-in parking (current spaces are ?) and would require the spaces stay in that configuration for approximately 60 days; committee will survey parkers using a combination of paper surveys available at the Visitor Center and Pine Street merchants, website survey that can be accessed either from smart phone or computer, and onsite volunteers at key periods in a day asking drivers the survey questions. The group would like to hold a "parking party" on November 15 to encourage people to park and test the spaces in a celebratory way. This 60-day test will build data for alternative parking suggestions to the Main Street Improvement Project and to other areas of downtown where parking issues need attention.

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

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

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE  

8. Recommendation:

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

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

11. Action Taken: \_\_\_\_\_

October 15, 2014

RECEIVED  
10/15/14

The Honorable Kenneth Kesselus  
Mayor, City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

Dear Ken,

On behalf of the Bastrop Main Street Program leadership, I request an opportunity for Dan Hays-Clark, co-chair of the BMSP Design Committee, to present to City Council, at its October 28, 2014, a report on the Committee's work regarding streetscape enhancements to Main Street. These enhancements would extend the scope and impact of the "Main Street Improvement Project"—sidewalk replacement and street resurfacing in the 900 and 1000 blocks of Main Street—as contemplated by the Bastrop Economic Development Corporation.

We further request that the posting of this presentation permit City Council to take action authorizing the Committee to conduct a public test of a "two-point" parking variant in the 700 block of Pine Street for its possible inclusion in the Committee's final recommendations and costing of enhancements.

Sincerely,



Dick Smith  
Chair, Bastrop Main Street Advisory Board

Cc: Dan Hays-Clark  
Nancy Wood

CITY OF BASTROP

AGENDA ITEM **D-3**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: October 22, 2014

MEETING DATE: October 28, 2014

- 1. Agenda Item: **Consideration, discussion, and possible action on the installation of Recreational Vehicle Stations connected with the Convention Center.**
- 2. Party Making Request: **Richard Kesselus, Citizen/ Officer of Texas Cushman Club**
- 3. Nature of Request: (Brief Overview) Attachments: Yes \_\_\_ No XXX

**Mr. Mayor, I would like to be placed on the agenda for October 28, 2014 to speak to the City Council on the topic of RV parking spaces at the Convention Center. I am an officer of the Texas Cushman Club and the Cushman Club of America, and I help make selections of meeting sites for our organizations.**

**I believe that having RV sites at our Convention Center, like a number of other cities provide, would create new opportunities for organizations like ours to book dates in Bastrop.**

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

**CITY OF BASTROP**

**AGENDA ITEM D-4**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

**CITY COUNCIL**

**DATE SUBMITTED: October 22, 2014**

**MEETING DATE: October 28, 2014**

1. Agenda Item: Consideration, discussion, and possible action regarding the release of HOT Funding to Upstart
2. Party Making Request: **Kelly Gilleland, Council Member**
3. Nature of Request: (Brief Overview) Attachments: Yes \_\_\_ No X
4. Policy Implication: \_\_\_\_\_
5. Budgeted: \_\_\_\_\_ No \_\_\_\_\_  
 Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
 Amount Remaining: \_\_\_\_\_
6. Alternate Option/Costs: \_\_\_\_\_
7. Routing: NAME/TITLE      INITIAL      DATE      CONCURRENCE
8. Staff Recommendation:
9. Advisory Board: \_\_\_\_\_ Recommended Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None
10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None
11. Action Taken: \_\_\_\_\_

CITY OF BASTROP

AGENDA ITEM **D-5**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: October 22, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: Consideration, discussion, and possible action on the **adoption of a Resolution of Support to convey the following properties which are held in trust by Bastrop Independent School District, Bastrop County and City of Bastrop to Habitat for Humanities to build new single family residential structures:**

- **R34561 - Building Block 24 East of Water Street being +/-0.165 acres also known as 1011 Emile Street**
- **R35849 – Building Block 59 East of Water Street being +/-0.219 acres also known as 306 MLK Drive**
- **R28887 – Farm Lot 5 West of Main Street being +/-0.191 acres also known as 1905 Wilson Street**

2. Party Making Request: **Mike Talbot, City Manager**

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

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

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

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

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

8. Staff Recommendation:

**Staff recommends approval of the Resolution. Bastrop County Commissioner’s Court and Bastrop Independent School District voted in favor of the Resolution October 21, 2014 to donate the properties that were not sold in the delinquent tax sale and through Deeds in Lieu of Foreclosures to Habitat for Humanities.**

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

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

11. Action Taken: \_\_\_\_\_

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, the Bastrop Independent School District and the County of Bastrop (“Districts”) have acquired title in trust for themselves, the Bastrop County Education District and the City of Bastrop in the properties shown on the attached Disbursement Sheet in Bastrop County through a delinquent tax sale and through Deeds in Lieu of Foreclosure;

WHEREAS, the Sheriff has attempted to sell these lots with the minimum bid for each property being the delinquent taxes, penalty and interest due to the above mentioned entities;

WHEREAS, the Sheriff did not receive the minimum bid for these properties;

WHEREAS, Chapters 31 and 34 of the Texas Property tax Code authorize the resale of those properties for less than the minimum bid;

WHEREAS, a bid has been received in the amounts as shown on the attached spreadsheet;

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

- 1.) The County Judge, Bastrop County, Texas, is hereby authorized to execute any documents required to convey the properties which are held in trust by the Bastrop Independent School District and/or the County of Bastrop and the City of Bastrop will share pro rata in the proceeds from the sale.

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor, City of Bastrop

ATTEST:

\_\_\_\_\_  
Secretary

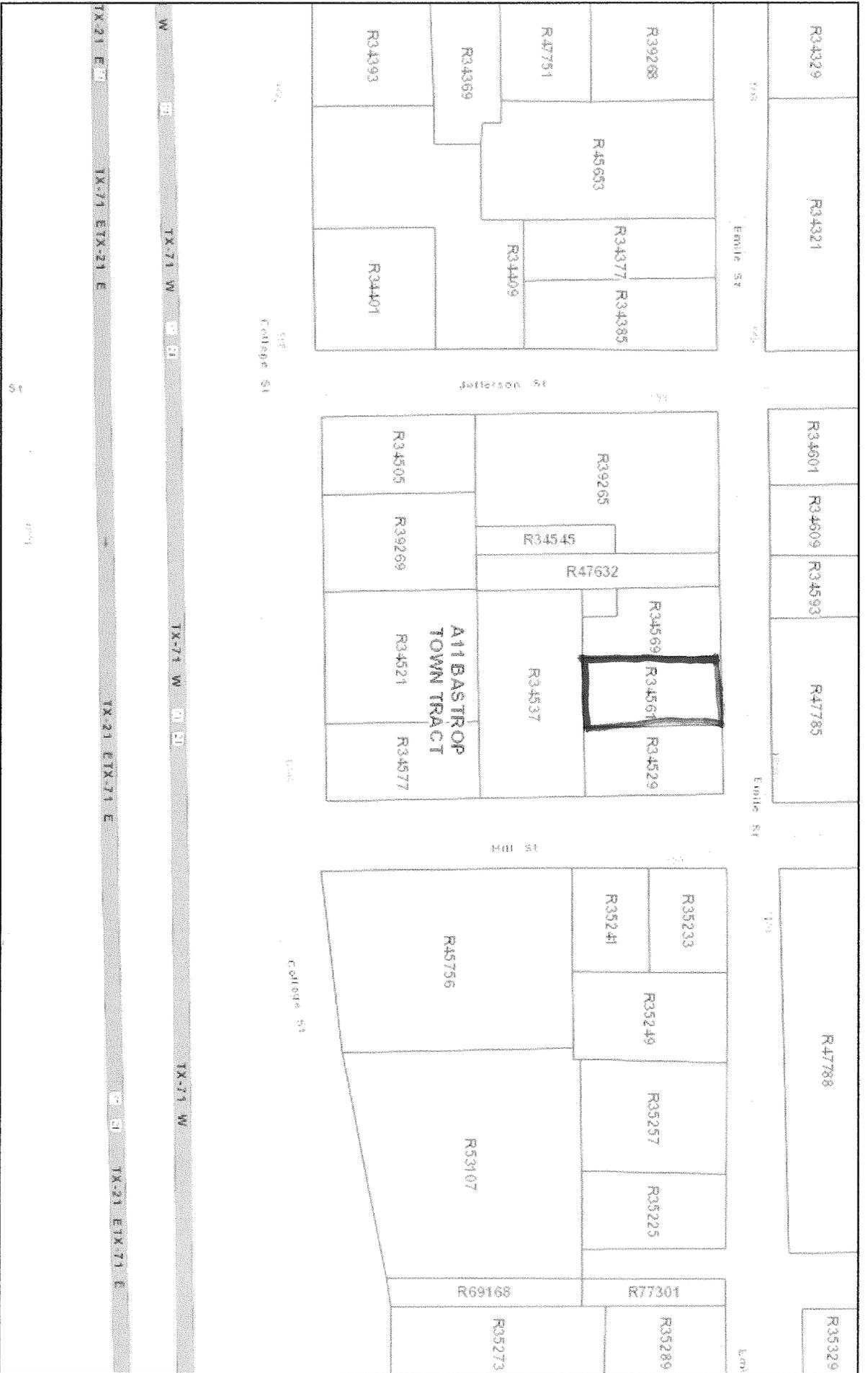
October 2014 - Habitat for Humanity

Cause Number	Tax Account Number	Ad Valorem Taxes	Court Costs	TOTAL	
10317	R34561			\$0.00	<p>These properties are being requested as a donation to The Austin Area Habitat for Humanity</p>
8718	R35849			\$0.00	
11211	R28887			\$0.00	
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Check Payable to: Linda Harmon T.A.C.

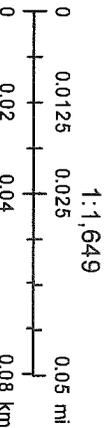
Check Payable to: Sarah Loucks, Bastrop County District Clerk

R34561



September 25, 2014

- Parcels
- Abstracts



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,  
 NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com  
 This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



### Bastrop Central Appraisal District

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



- Home
- General Information
- News
- FAQ

Property Detail Sheet (R34561)

- [History](#)
- [GIS Map](#)
- [Datasheet](#)

#### Searches

- Property ID
- Owner
- Address
- Advanced Search

#### Owner Information

Owner ID: O0032913  
 Owner Name: BASTROP COUNTY TRUSTEE  
 Owner Address: P O BOX 579  
 BASTROP, TX 78602  
 Property Address: 1011 EMILE ST  
 BASTROP, TX 78602

#### Property Data

- Detail Sheet
- History
- Datasheet

#### Parcel Information

Legal Description: BUILDING BLOCK 24 E W ST, ACRES 0.165  
 Neighborhood: S5310( S5310 - Building Block )  
 Acreage: 0.165  
 Cross Reference: R34561

#### Other

- Taxing Units
- Abstracts
- Subdivisions
- Tax Estimator
- Tax Exemption Forms
- File an Online Protest
- Bastrop County Tax Offi
- Bastrop County Clerk
- Links

Undivided Interest:

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

Deed Type: SHERIFF'S DEED  
 Deed Book: 2131  
 Deed Page: 698  
 Map Page: 4B1  
 Links:

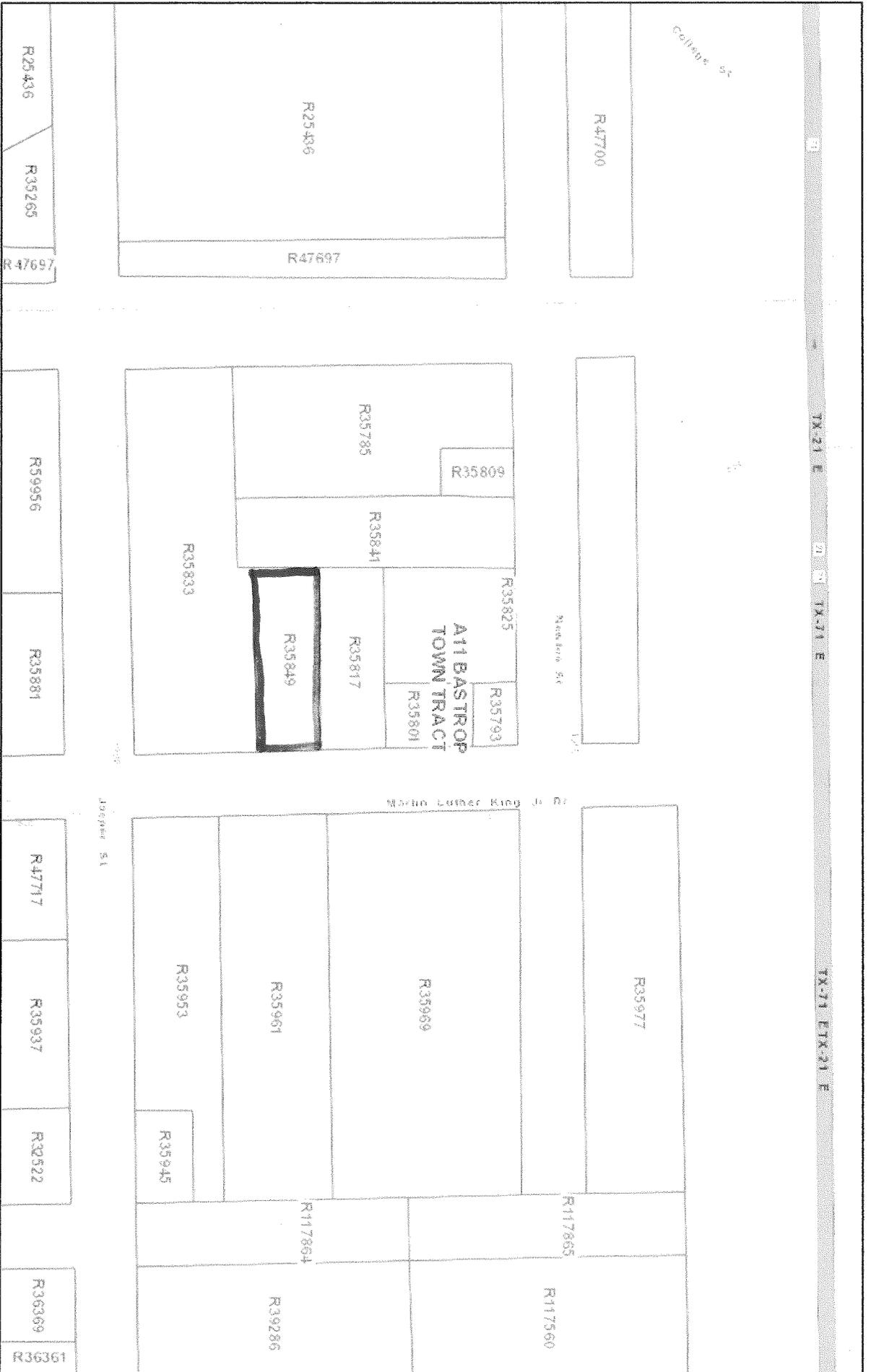
[Click here](#) to view your 2014 certified values and prior history.

ID	Type	SPTB	Land	Acre	Market
<u>Land1</u>	L (Residential Lot)	C1 (C1 - Vacant Platted Lots Or 10.16:			Unavailable



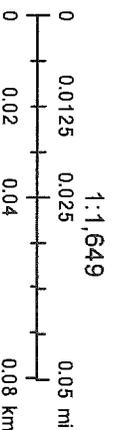
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

R35849



September 25, 2014

- Parcels
- Abstracts



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,  
 NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com  
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### 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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[Property Detail Sheet \(R35849\)](#)

[General Information](#)

[History](#)

[GIS Map](#)

[Datasheet](#)

[News](#)

[FAQ](#)

**Owner Information**

[Searches](#)

Owner ID: O0032913

Owner Name: BASTROP COUNTY TRUSTEE

Owner Address: P O BOX 579  
 BASTROP, TX 78602

- [Property ID](#)
- [Owner](#)
- [Address](#)
- [Advanced Search](#)

Property Address: 306 MARTIN LUTHER KING JR DR  
 BASTROP, TX 78602

[Property Data](#)

**Parcel Information**

• [Detail Sheet](#)

Legal Description: BUILDING BLOCK 59 E W ST, ACRES 0.219

• [History](#)

Neighborhood: S5310( S5310 - Building Block )

• [Datasheet](#)

Acreage: 0.219

Cross Reference: R35849

[Other](#)

Undivided Interest:

• [Taxing Units](#)

**Exemption Codes:** EX (Exempt Property)

• [Abstracts](#)

Entity Codes: C04 (City Of Bastrop)

• [Subdivisions](#)

G01 (Bastrop County)

• [Tax Estimator](#)

RD1 (County Road)

• [Tax Exemption Forms](#)

S04 (Bastrop ISD)

• [File an Online Protest](#)

Deed Type: SHERIFF'S DEED

• [Bastrop County Tax Office](#)

Deed Book: 2147

• [Bastrop County Clerk](#)

Deed Page: 286

• [Links](#)

Map Page:

Links:

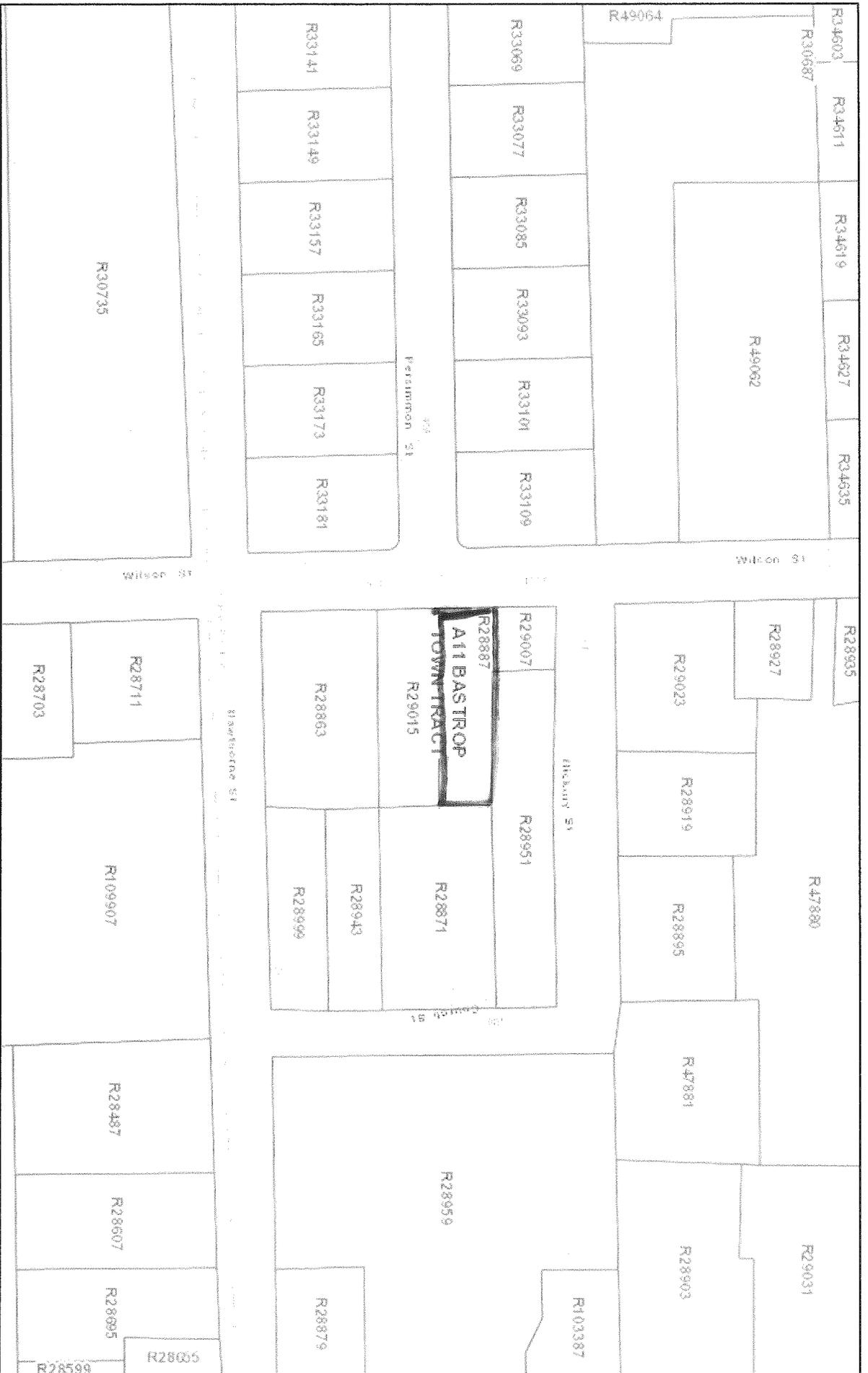
[Click here](#) to view your 2014 certified values and prior history.

ID	Type	SPTB	Land	Acre	Market
<u>Land1</u>	L (Residential Lot)	C1 (C1 - Vacant Platted Lots Or 10.21)			Unavailable



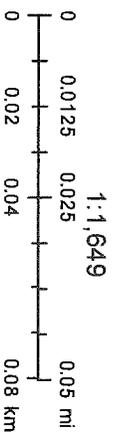
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

R28887



September 25, 2014

- Parcels
- Abstracts



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

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### Bastrop Central Appraisal District

212 Jackson Street / P O Drawer 578 Bastrop Texas 78602  
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- FAQ
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Property Detail Sheet (R28887)

- [History](#)
- [GIS Map](#)
- [Datasheet](#)

- Property ID
- Owner
- Address
- Advanced Search

**Owner Information**

Owner ID: O0032913  
 Owner Name: BASTROP COUNTY TRUSTEE  
 Owner Address: P O BOX 579  
 BASTROP, TX 78602  
 Property Address: 1905 WILSON  
 BASTROP, TX 78602

**Property Data**

- Detail Sheet
- History
- Datasheet

**Parcel Information**

Legal Description: FARM LOT 5 W M ST, ACRES 0.191  
 Neighborhood: S5960( S5960 - Farm Lot )  
 Acreage: 0.191  
 Cross Reference: R28887  
 Undivided Interest:

**Other**

- Taxing Units
- Abstracts
- Subdivisions
- Tax Estimator
- Tax Exemption Forms
- File an Online Protest
- Bastrop County Tax Offi
- Bastrop County Clerk
- Links

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

Deed Type: SHERIFF'S DEED  
 Deed Book: 2218  
 Deed Page: 754  
 Map Page:  
 Links:

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

ID	Type	SPTB	Land	Acre	Market
<u>Land1</u>	L (Residential Lot)	C1 (C1 - Vacant Platted Lots Or 10.19			Unavailable



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

**CITY OF BASTROP**

**AGENDA ITEM D-6**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

**CITY COUNCIL**

**DATE SUBMITTED: October 14, 2014**

**MEETING DATE: October 28, 2014**

1. Agenda Item: Board appointment by Mayor Kesselus, subject to confirmation by the Bastrop City Council, on the APPOINTMENT of MICHELLE ADAMS, as Pl. 1 Member of the BASTROP MAIN STREET PROGRAM ADVISORY BOARD; filling an unexpired term vacated by Steve Dewire that expires June 2015.

2. Party Making Request **Ken Kesselus, Mayor**

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

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

5. Budgeted:       Yes       No N/A

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

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

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

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

7. Routing:   NAME/TITLE     INITIAL     DATE     CONCURRENCE  

8. Staff Recommendation:

9. Advisory Board:       Approved       Disapproved       None

10. Manager's Recommendation:       Approved       Disapproved       None

11. Action Taken: \_\_\_\_\_



**BASTROPTX**  
Heart of the Lost Pines  
Est. 1832

**CITY OF BASTROP**

City Secretary's Office  
1311 Chestnut Street  
Bastrop, Texas 78602  
(512) 332-8800  
<http://www.cityofbastrop.org>

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



New Appointment:

Request for Re-Appointment:

Last Name <b>Adams</b>		First <b>Michelle</b>	Middle <b>Lorain</b>
Street Address <b>Clover Road</b>		Apartment/Unit #	
City <b>Cedar Creek</b>		State <b>Tx.</b>	ZIP Code
Phone <b>512 718 1504</b>	E-mail Address <b>michelleadams@yahoo.com</b>		
Date Available <b>present</b>	I have lived in Bastrop <b>9</b> years.	Occupation/Profession <b>retired teacher</b>	
Have you filed an application here before? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If so, when?			
Do you reside within the City Limits of Bastrop? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Currently Employed YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			

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

*Please list three professional references.*

Full Name <b>Nancy Wood</b>	Relationship <b>worked with her with the DBA</b>
Company <b>Main St. Director</b>	Phone <b>512 - 297 - 5382</b>
Full Name <b>Mickey Duval</b>	Relationship <b>Board of the Friends of the LDeborahibrary</b>
Company <b>Bastrop Public Library Director</b>	Phone
Full Name <b>Deborah Johnson</b>	Relationship <b>worked with her on the DBA</b>
Company <b>Art Connections</b>	Phone

*List any organizations / non-profit organizations that your are a member of and any additional information you would like us to consider.*  
DBA- 6 years, Main Street - Organization Committee, Bastrop Historical Society, Bastrop Ladies Reading Circle, Texas Retired Teachers-program chair, Food Pantry-2013 Silent Auction chair, volunteer for the Boys and Girls Club-golf tournament.

Comments: *Please indicate any professional and or community activities that you are associated with.*  
**see above**

**SECTION E: BOARDS/COMMISSIONS/COMMITTEES**

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

<input type="checkbox"/> Bastrop Parks Board	<input type="checkbox"/> Bastrop Economic Development Corporation	<input type="checkbox"/> Bastrop Housing Authority
<input type="checkbox"/> Planning and Zoning Commission	<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Construction Standards Board of Adjustments
<input checked="" type="checkbox"/> Main Street Advisory Board and Appeals	<input type="checkbox"/> Fairview Cemetery Advisory Board	<input checked="" type="checkbox"/> Art in Public Places Board
<input type="checkbox"/> Hunters Crossing Local Government Corporation Board	<input type="checkbox"/> Bastrop Library Board ( <input type="checkbox"/> City Resident / <input type="checkbox"/> BISD Area Resident)	
<input type="checkbox"/> Automated Red Light Advisory Committee	<input type="checkbox"/> Other:	
<input type="checkbox"/> Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under. <input type="checkbox"/> Architect, Planner, Designer <input type="checkbox"/> Licensed Real Estate Professional <input type="checkbox"/> Own Commercial Historic Structure/Property <input type="checkbox"/> Own Residential Historic Structure/Property <input type="checkbox"/> General Resident of City of Bastrop <input type="checkbox"/> Planning and Zoning Member <input checked="" type="checkbox"/> Bastrop County Historic Society Member	

**DISCLAIMER AND SIGNATURE**

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

Signature Michelle Ledars Date 10/8/14

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

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

Date Application Received:	<u>10-9-2014</u>	Application Received by:	<u>[Signature]</u>
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

To: Ken Kesselus, Mayor of the City of Bastrop

From: Dick Smith, Chair of the Main Street Advisory Board

Date: October 17, 2014

Re: Michelle Adams' nomination for Position 1 of the Main Street Advisory Board

---

Since moving to this area eight years ago, Michelle Adams has worn many hats in our community—all nurturing the heart of Bastrop in terms of its economic vitality, its quality of life, its cultural arts and creative economy and—through work with the Bastrop Main Street Program and its partners—this community's visibility and draw as a tourism destination. She has been honored by the Bastrop Chamber of Commerce for the substantial investment of time, talent, vision and energy she has made to this community. The Bastrop Main Street Program recognizes her contribution to the community, including the BMSP, and is pleased to nominate her appointment to BMSP Advisory Board. She would serve in Position 1, newly vacant, for the remainder of the term, expiring in June, 2015.

The accompanying summary of her Bastrop activities provides a sense of how extensive her commitment to Bastrop has been.

Thank you.

**Michelle Adams**

- Bastrop Main Street contributions
  - co-chair of the Main Street Organization Committee
  - actively participated in the BMSP strategic planning retreat for three-plus years
  - coordinated volunteer staffing of the Community Volunteer Center and assisted in the production of the kick-off and first year anniversary celebrations
- Downtown Business Alliance contributions
  - coordinated volunteers and participated in event planning for various downtown events for the past several years
  - gathered pioneer craft demonstrators for YesterFest and other aspects of event planning for the past several years
  - chaired the Pet and Pal Parade for four consecutive years
  - completed six years of service to the organization and four years of service on DBA's steering committee
- Contributions to the arts community
  - Growing prominence as a visual artist (painting and photography)
  - Featured artist in two First Friday/Art Walk events
  - Volunteer at the Bastrop Fine Arts Guild Gallery; former member of the board of directors (three years)
  - Provided art for BFAG's annual "Artful Afternoon" silent auction; participated in planning and execution of BFAG's "Gala", "Art on the Bridge" and "Art on the Green"
  - Both a planner and volunteer for the Lost Pines Art and Music Festival
  - Assisted in the planning of the Calvary Episcopal Church fundraising events (Garden Tour and Art Show)
- Other community contributions
  - Member of the Bastrop County Historical Society; volunteer assisting in the annual homes tour and the garage sales
  - Member of the Bastrop Ladies Reading Circle
  - Silent auction chair for the Bastrop Emergency Food Pantry and Support Center's 2013 Empty Bowl Project
  - Volunteer in support of the Boys and Girls Club golf tournament
  - Program chair for the Bastrop Chapter of the Texas Retired Teachers Association
  - On her own initiative, provides strong social media support for downtown and community activities

CITY OF BASTROP

AGENDA ITEM **D.7**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: October 23, 2014

MEETING DATE: October 28, 2014

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A JOINT RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP, TEXAS APPROVING AND SUPPORTING A FORMAL REPORTING RELATIONSHIP BETWEEN THE CITY MANAGER OF THE CORPORATION'S EXECUTIVE DIRECTOR, TO INCLUDE DIRECT OVERSIGHT, SUPERVISION AND PERFORMANCE EVALUATION BY THE CITY MANAGER AND A RESPONSIBILITY FOR REGULAR/FREQUENT COMMUNICATION BY THE EXECUTIVE DIRECTOR WITH THE CITY MANAGER**

2. Party Making Request: Mayor Kesselus and Mr. Steve Mills

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

4. Policy Implication:

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

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

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

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

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

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

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

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

8. Agenda Summary: Mayor Kesselus and Bastrop Economic Development Corporation [BEDC] Board President Mr. Steve Mills worked together in the development of the attached resolution. The basis for the resolution was to enhance the structural relationship between the City and the BEDC. This resolution was presented to the BEDC Board of Directors at their October 20, 2014 monthly board meeting. The Board concurred with the approach developed by the Mayor and Mr. Mills and passed the attached resolution unanimously. The resolution is before the City Council for your review and consideration.

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

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

11. Action Taken: \_\_\_\_\_

## RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP, TEXAS APPROVING AND SUPPORTING A FORMAL REPORTING RELATIONSHIP BETWEEN THE CITY MANAGER OF THE CORPORATION'S EXECUTIVE DIRECTOR, TO INCLUDE DIRECT OVERSIGHT, SUPERVISION AND PERFORMANCE EVALUATION BY THE CITY MANAGER AND A RESPONSIBILITY FOR REGULAR/FREQUENT COMMUNICATION BY THE EXECUTIVE DIRECTOR WITH THE CITY MANAGER**

---

**WHEREAS**, the Bastrop Economic Development Corporation, ("BEDC" or "Corporation") is a public instrumentality and non-profit industrial development corporation duly established by the voters of the Bastrop Community in an election held in March 1995, and acting pursuant to its Statutory authority granted by State law found in Local Government Code, Chapters 501 and 505, *et seq.*, as amended, and known as the Development Corporation Act of 1979, as amended (the "Act"); and

**WHEREAS**, the business and affairs and all corporate powers of the BEDC, including those set forth in the By Laws of the BEDC, are exercised by a seven (7) member Board of Directors, who are appointed by the Mayor and confirmed by the City Council, and which membership includes the Mayor and up to two (2) additional Council members, as well as the *ex officio* membership and non-voting participation of the City Manager; and

**WHEREAS**, the Board hires, and retains at its pleasure, an individual who works for the Board and serves in the position of President/CEO (a/k/a 'Executive Director'), and whose responsibility it is to perform all day-to-day activities of the Corporation, and all applicable administrative requirements of its Articles of Incorporation, its Bylaws, the Board's adopted policies and programs and the Act; and

**WHEREAS**, the Board is currently undertaking steps to identify and retain the services of a new Executive Director for the BEDC; and

**WHEREAS**, pursuant to the Act, the BEDC performs its functions in conjunction with and pursuant to the oversight and approval of its projects and works by the governing body (City Council) of the City of Bastrop, Texas (the "City" or "Bastrop"); and

**WHEREAS**, the Board and the City Council agree and acknowledge that Mr. Michael H. Talbot, City Manager, has many years of experience in economic

development in various Texas municipalities and is a seasoned veteran of administering personnel, overseeing economic development efforts, and formulating and implementing policies and programs for both cities and economic development corporations and, thus, is a respected and valued resource by both the BEDC and the City, concerning economic development work in the City of Bastrop and the surrounding areas: and

**WHEREAS**, the Board and the Council agree that the Executive Director, the Board and the City will benefit, in a variety of ways, from stipulating, adopting and approving a formal working, reporting and supervisory relationship between the Executive Director of the BEDC and the City Manager, as more specifically detailed herein below.

**NOW THEREFORE, BE IT RESOLVED BY THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP, THAT:**

The Parties formally support and concur with the following activities, as they relate to the direct involvement of the City Manager in the hiring and employment of the Executive Director of the BEDC, as follows:

**PART 1: HIRING**

A. The City Manager will finalize his recommended "job posting" for the position of Executive Director (President/CEO) of the Bastrop Economic Development Corporation, and will present these for approval to the Board of Directors.

B. Once approved, the City Manager will take the necessary action to publish the job posting with outlets and in media, as he deems appropriate, to begin the receipt of applications for the open position. The publication of the job posting by the City Manager shall begin no sooner than October 31, 2014, and shall proceed promptly thereafter.

C. Concurrently with the posting, the City Manager will have the job posting converted into an appropriate "job description" which will be used by the BEDC and the City for the selected applicant, once identified. (Note: The Executive Director is subject to the City's Personnel Policies, including the job description, salary and compensation components.)

D. After the job posting is 'closed' and all applications that will be accepted are in-hand, the City Manager will review the applications received checking them for their substantial compliance with the job posting criteria and will

schedule a time to meet with a sub-committee of members of the BEDC (to be less than a quorum), to identify the finalists. When agreed, the City Manager will then notify these finalists and they will be scheduled for interviews with the BEDC Board (including the City Manager, who is an *ex officio* member), and/or separately by the City Manager, as time permits is determined to be best, under the circumstances presented.

E. The BEDC Board and the City Manager will meet to exchange views concerning which finalist should be offered the position of Executive Director. The Board, pursuant to its By Laws has hiring authority, but agrees that due to the working relationship envisioned herein between the City Manager and the Executive Director, the Board will not retain an individual unless the City Manager also agrees that the individual is the preferred finalist. If the Board and the City Manager do not readily agree as to the identity of the preferred individual to fill the position of Executive Director, then, they will meet and continue to exchange their views until a mutual agreement is reached between them, which all parties acknowledge could conceivably result in interviews of additional individuals.

F. The City Manager will recommend, and the BEDC Board will negotiate and set an appropriate salary (and benefits package) for the individual who is retained to fill the position of Executive Director, which salary and benefit package shall comport with the City's Wage Plan and which shall be in line with positions in similar communities and in the industry, in general.

G. The City Manager will work with the Board's Attorney to develop and negotiate, for acceptance and execution by both the candidate and the Board, an employment Agreement for the Executive Director, subject to the Board's final approval.

## **PART 2: REPORTING**

A. The Executive Director will report to and have the responsibility of initiating communications with the City Manager on a regular basis (e.g., more or less on a daily basis) and will report to and communicate with the Board of Directors of the BEDC on a monthly basis or more often, as appropriate and necessary. In general terms, the Executive Director will report to the City Manager regarding the performance of his routine and daily work responsibilities, BEDC project issues and job performance obligations and, conversely, will work and communicate with the Board on broader BEDC project and policy matters, rather than on his day-to-day job performance matters.

- B. In the event that the Executive Director fails to communicate with the City Manager, the City Manager will report same, in writing, to the Chair of the Board, who will report as such to the remainder of the Board. Continued and ongoing failure to effectively work with and cooperatively communicate regularly with the City Manager may result in disciplinary action by the Board and/or by the City Manager, as the individual with supervisory responsibility over the Executive Director.

### **PART 3: PERFORMANCE EVALUATIONS**

- A. The City Manager will regularly update the BEDC Board on the performance of the Executive Director, noting areas of accomplishment and areas of needed improvement and/or training.
- B. The City Manager may make recommendations to the Board regarding desirable training for the Executive Director and will convey these suggestions to the Executive Director, as well.
- C. The City Manager and the Board will periodically consult with one another regarding the Director's performance and prepare evaluation(s) regarding same for the Executive Director, (including, at a minimum, an annual performance review). After the Board has provided its review and input into the performance evaluation(s) the City Manager shall convey that information to the Executive Director and shall place a copy of same in the personnel file of the Executive Director, for future reference. If any follow-up with the Board is thought to be advisable or necessary regarding these evaluations and/or the Executive Director's responses to same, the City Manager shall provide same. The Executive Director shall have an opportunity to address the Board concerning the evaluations, as well, if he/she elects to do so.
- D. The City Manager will make a recommendation to the Board concerning any annual salary adjustment for the Executive Director, which shall recognize the individual's contributions and efforts, and shall be in line with the City's overall Wage Plan. The Board will evaluate the recommendation with the City Manager and award compensation changes for the Executive Director in accordance with the Board's and City Manager's mutual agreement.

### **PART 4: SEPARATION OF EMPLOYMENT**

- A. The City and the BEDC acknowledge and agree that the Executive Director is an employee of the BEDC and serves at the pleasure of the BEDC Board of Directors.

- B. In the event that the City Manager determines that he is not able to effectively supervise or work productively with the Executive Director, he will notify the Chairperson of the Board of this fact, in writing, and shall be allowed to withdraw from that obligation.
- C. In the event that the Board elects to continue to retain the services of the Executive Director after the City Manager withdraws from his supervisory role, as detailed herein, then all obligations of the City Manager, including reporting, oversight, evaluation, and communications shall revert to be solely between the Executive Director and the BEDC Board, and the City Manager shall have no further involvement in same.

Section 2. This Joint Resolution is effective upon the later date of passage by both of the governing bodies of the BEDC and the City of Bastrop.

**PASSED AND APPROVED** on the 20 day of October, 2014, by a majority of the Board of Directors of the Bastrop Economic Development Corporation at a regular meeting with a quorum present.

\_\_\_\_\_  
/s/  
Steve Mills, Chairman

**ATTEST:**

\_\_\_\_\_  
/s/  
Angela Ryan, Secretary of the BEDC

**PASSED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 2014, by the Bastrop City Council, at a regular meeting with a quorum present.

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

Attest:

\_\_\_\_\_  
Elizabeth Lopez, City Secretary

\_\_\_\_\_  
JOINT BEDC AND CITY OF BASTROP RESOLUTION NO. \_\_\_\_\_