

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



November 14, 2017 at 6:30 P.M.

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

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

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** - Francesca Ramirez and Joselyn Enriquez, Drum Majors, Bastrop High School

TEXAS PLEDGE OF ALLEGIANCE

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

3. **INVOCATION** - Pastor John Eason, Celebration Church
4. **PRESENTATIONS**
 - 4A. Receive presentation from Bastrop Housing Authority on their 2017 Annual Report.
 - 4B. Mayor's Report
 - 4C. Councilmembers' Report
 - 4D. City Manager's Report

- 4E. Incoming Associate Judge Blas Coy
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
 - Welcome by Council
 - Comments by Judge Blas Coy
- 4F. Incoming Associate Judge Charles Carver
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
 - Welcome by Council
 - Comments by Judge Charles Carver

5. WORK SESSION/BRIEFINGS

- 5A. Receive Update on Convention Center Policies and Rates Streamlining Use for Non-Peak Hours.
- 5B. Discuss proposed changes to the Subdivision Ordinance regarding platting process.

6. STAFF AND BOARD REPORTS

- 6A. Hear an update on the status of the Boys & Girls Club property in Bob Bryant Park and seek direction regarding extension of original agreement dated November 29, 2005.

7. CITIZEN COMMENTS

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

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

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve minutes from the October 24, 2017 meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2017-86 of the City Council of the City of Bastrop, Texas, awarding a contract for the mowing of various parks and City rights-of-way to WLE Company in the amount of One Hundred Fifty-Five Thousand Nine Hundred Twenty and 64/100 Dollars (\$155,920.64) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.
- 9B. Consider action to approve Resolution No. R-2017-87 of the City Council of the City of Bastrop, Texas approving a Contract with the Lower Colorado River Authority to perform a Five-Year Engineering System Study at a cost of One Hundred Ten Thousand Dollars (\$110,000.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9C. Consider action to approve Resolution No. R-2017-89 of the City Council of the City of Bastrop, Texas approving a contract for services associated with operating, supporting, staffing and providing free or some discounted cost recreation programs to YMCA of Austin – Bastrop Branch, at a cost of Forty-two Thousand Dollars (\$42,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.
- 9D. Consider action to approve Resolution No. R-2017-90 of the City Council of Bastrop, Texas approving a Proposal for Design Services – Fisherman’s Park Improvements with Burditt Land/Place to design of park improvements, including a wheeled sports plaza and other associated improvements at Fisherman’s Park, 1200 Willow Street, Bastrop, Texas, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9E. Consider action to approve Resolution No. R-2017-91 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as Piney Creek Bend, being 90.93 acres of Bastrop Town Tract Abstract 11, located west of Carter Street, between Riverwood Drive and Reids Bend, within the city limits of Bastrop, Texas, repealing all conflicting resolutions and providing an effective date.
- 9F. Hold Public Hearing and consider action to approve Resolution No. R-2017-92 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1008 Main Street, within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.
- 9G. Hold Public Hearing and consider action to approve Resolution No. R-2017-93 of the City Council of the City of Bastrop, Texas, Approving the Replat of Bastrop-Chapa, Lot 2 to be known as Bastrop-Chapa, Lot 2a and 2B, located at the northwest corner of Pecan Street and Magnolia Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for a repealing clause; and providing an effective date.

- 9H. Consider action to approve Resolution No. R-2017-82 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Reuse and Recycling Center between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date.
- 9I. Consider action to approve first reading of Ordinance No. 2017-94 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the November 28, 2017, City Council agenda for a second reading.
- 9J. Consider action to approve Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, awarding a contract for the installation of holiday lighting to Décor IQ for the unit prices as shown on Exhibit A; not to exceed the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00); authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

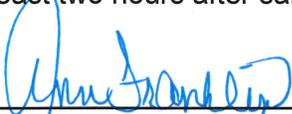
10. EXECUTIVE SESSION

- 10A. The City Council shall convene into Executive Session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek advice of its attorneys regarding the operation of Hunters Crossing Public Improvement District and *Whiteaker et. al v. Forestar Group, Inc. et. al*, Cause No. 423-5020, filed in the 423rd Judicial District, Bastrop County, Texas, along with 14 other property owner lawsuits making identical claims against the same 12 named defendants in which the City and the Hunters Crossing Local Government Corporation are listed among the defendants and are currently pending in the Bastrop County district courts.

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, November 9, 2017 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 4A

TITLE:

Receive presentation from Bastrop Housing Authority on their 2017 Annual Report.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager



BASTROP HOUSING AUTHORITY ANNUAL REPORT



Fiscal year ending September 30, 2016



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Supplemental Reports: Page 17

On-Site Technical Assistance Review Report for Public Housing and Section 8 Housing Choice Voucher Program

Public Housing Assessment System (PHAS) Score Report

Piney Creek North Physical Inspection Score Report

Section 8 (HCV) Management Assessment Program (SEMAP) Score Report

Annual Audit for fiscal year ending September 30, 2016

BOARD OF COMMISSIONERS

Phil Woods, Chairperson

Appointed 2002

Carlton Harris, Vice-Chairperson

Appointed 2013 and 2017

Bernie Jackson, Commissioner

Appointed 2017

Debra Thorne-Francis, Commissioner

Appointed 2017

Janie McFarlin, Resident Commissioner

Appointed 2015

MISSION STATEMENT

The Housing Authority of the City of Bastrop is committed to providing quality affordable housing in a suitable living environment to low and moderate income individuals and families without discrimination; and to creating economic opportunities for customers to become self-sufficient.

BASTROP HOUSING AUTHORITY STAFF



Brandy Spencer, Executive Director

Brandy has served as Executive Director of Bastrop Housing Authority since 1993 and is responsible for the overall operations of the Housing Authority.

Angel Cartwright, Housing Representative

Angel has worked for Bastrop Housing Authority since 2003 and is primarily responsible Lease Enforcement, Waiting List Management and serves as the UPCS Inspector for Public Housing and Piney Creek North and the HQS Inspector for Section 8 HCV Program in addition to other duties.



Geri McCoy, Housing Representative

Geri has worked for Bastrop Housing Authority since 2007. Geri's primary duties are primarily administrative functions involving admission, annual and interim re-certifications in addition to various other duties.

Martin Galvan, Maintenance Mechanic

Martin has worked for Bastrop Housing Authority from 2004 to 2012 and returned to work in 2015. Martin is responsible for performing various maintenance-related tasks at all properties and has served as lead maintenance during past physical inspections.

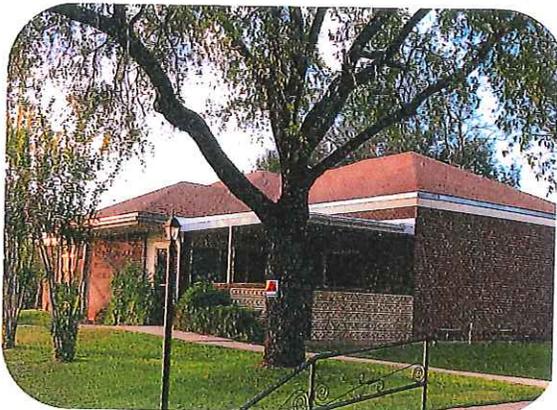


Michael Kresge, Maintenance Mechanic

Michael has worked for Bastrop Housing Authority since 2012. Michael is responsible for performing various maintenance related tasks at all properties and preparing to serve as lead maintenance on the upcoming physical inspection.

PUBLIC HOUSING PROGRAM

Operating funding for the Low Rent Public Housing Program is provided through dwelling rents paid by residents and operating subsidy paid by the US Department of Housing and Urban Development (HUD). The Low Rent Public Housing Program consists of fifty (50) dwelling units scattered at three sites in Bastrop.



Riverview Heights

Riverview Heights is located at Farm and Wilson Streets near Fisherman's Park and consists of 16 dwelling units, or 8 duplexes. This property was built in 1968 and consists of one bedroom units occupied by elderly residents and near-elderly residents, who are aged 55 or older with a disability. The Bastrop Housing Authority's administrative office and the Manor House Community Room are located at this site.

Anderson Plaza

Anderson Plaza is located at Hill, Jefferson, Austin and Emile Streets near the softball field and consists of 14 units, or 7 duplexes. The property was built in 1968 and consists of one and two bedroom units occupied by elderly residents and near-elderly residents, who are aged 55 or older with a disability.



Linden Village

Linden Village is located at Main, Linden and Wilson Streets and consists of 20 units, or 10 duplexes. This property was built in 1968 and consists of two and three bedroom units occupied by families with children as well as elderly and disabled residents. The Bastrop Housing Authority's Maintenance Shop and the Linden Community Space is located at this site.

PUBLIC HOUSING PROGRAM PERFORMANCE INDICATORS

In September 2016, HUD conducted an On-Site Technical Assistance Visit with the Executive Director, Board Chair and Vice-Chair. The On-Site Visit Report indicates:

Public Housing Assessment System (PHAS)

BHA's performance was based on key measures assessed in the categories of Physical, Financial, Management and Capital Fund. The report indicates that historically, BHA has scored exceptionally well. The most recent PHAS Score was a 98 out of a maximum 100 points and Bastrop Housing Authority received a designation of High Performer. The report indicates the following for the PHAS sub-indicators:

Physical

The PHAS physical score is based on the results of inspections by independent contractors working for HUD. BHA's most recent physical inspection for Public Housing was in November 2014 and BHA scored a 95. BHA received 38 of the maximum 40 points for the physical sub-indicator. Housing Authority's that score a 90 or above are not assessed in the two years following the inspection.

Financial

There were no concerns noted regarding BHA's financial condition. BHA received the maximum 25 points for the last three PHAS reports for the financial sub-indicator.

Management

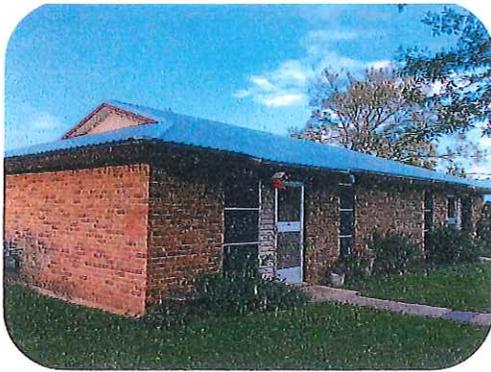
The report indicates that BHA has done an excellent job in collecting rents and maintaining a 100% occupancy rate for the last three years. BHA received the maximum 25 points for the last three PHAS reports for the management sub-indicator.

Capital Fund

BHA received the maximum 10 points for the last three PHAS reports for the capital fund sub-indicator.

Additionally, HUD's On-Site Visit indicates that BHA has done a great job of maintaining occupancy of the Public Housing units with an overall occupancy rate of 99%. The report further indicates BHA's financial management performance is commendable and BHA has a very healthy Public Housing Operating Reserve.

SECTION 8 NEW CONSTRUCTION (Piney Creek North)



Piney Creek North

Piney Creek North is a project-based Section 8 Program consisting of 30 dwelling units, or 15 duplexes located at 2110 N. Main Street. This property was built in 1978 and consists of one, two, three and four bedroom units occupied by families with children as well as elderly and disabled residents.



Piney Creek North was financed through the issuance of bonds and the debt services was paid off in 2008. Bastrop Housing Authority has maintained a Housing Assistance Payments Contract (HAP) with the US Department of Housing and Urban Development (HUD) to supplement the difference in tenant-paid rent and the Contract Rent for these units.

PINEY CREEK NORTH PERFORMANCE INDICATORS

HUD contracts with Performance Based Contract Administrators (PBCA's) to perform contract administration for these programs. The contract administrator for Piney Creek North is Southwest Housing Compliance Corporation (SHCC). SHCC performed annual Management and Occupancy Reviews (MORs) through 2011. Between 2011 and 2016, HUD temporarily phased out all Management and Occupancy Reviews across the country while negotiating a solution to the bidding process used to award contracts to these PBCAs. Bastrop Housing Authority's MORs will not resume until April 2017.

Physical

The PHAS physical inspection score is based on the results of inspections by independent contractors working for HUD. BHA's most recent physical inspection at Piney Creek North was conducted in April 2016 and BHA scored a 93.



SECTION 8 HOUSING CHOICE VOUCHER PROGRAM (HCV)

The Section 8 Housing Choice Voucher (HCV) Program is a tenant-based Section 8 Program that provides rental assistance to assist up to 22 low-income families, allowing them to be able to afford decent, safe and sanitary housing in the private market. The amount of housing assistance is determined based upon household composition, household income, type of utilities and the size of unit the family is eligible to lease.

Landlords who participate in the HCV Program are required to screen their tenants using the same criteria used for unassisted tenants and HCV program participants must comply with the terms and conditions of the owner's lease agreement which must be the same lease used with unassisted tenants. The landlord is responsible for enforcing the tenant's obligations under their lease and must initiate eviction for non-compliance as they would with other unassisted tenants. Any HCV program participant who is evicted for non-compliance with the lease or that leaves owing any money for rent or damages may also be terminated from the HCV Program. Landlords participating in the HCV Program are required to enter into a Housing Assistance Payments (HAP) Contract with the Housing Authority, agreeing to maintain the unit in accordance with Housing Quality Standards. In exchange, the Housing Authority supplements the difference in the tenant-paid portion of rent and the contract rent.

The Housing Authority receives subsidy for the HCV Program from the US Department of Housing and Urban Development. Subsidy for housing assistance payments is restricted and may only be used to provide housing assistance. The Housing Authority also receives subsidy for administrative costs associated with the HCV Program. The Section 8 HCV program is a budget-based program and subsidy is calculated based on program utilization in the prior year. In recent years, the HCV program has been funded at a proration of actual eligibility. In 2017, subsidy for administrative fees and costs are projected to be funded at a 77% proration and subsidy for housing assistance payments is projected to be funded at 94% proration. Although subsidy has decreased, the costs required to assist program participants has increased. Several factors such as increases in rent and utilities and household composition as well as decreases in household income impacts the amount of housing assistance provided. Bastrop Housing Authority has managed to maintain program utilization at 100% for all 22 vouchers. However, if program expenses exceed available operating subsidy and BHA's reserves at any time in the future, BHA will be required to reduce the number of families served under the program.

Portability

Since the HCV Program is a tenant-based program, the housing assistance is portable. Families may move from one unit to another and the housing assistance moves with them. When the family moves, their existing unit goes off the HCV Program unless another HCV participant leases the unit. Families may also use portability to move to another jurisdiction and take their housing assistance with them. At the end of September 2016, the Housing Authority was assisting an additional 21 families that moved to Bastrop with housing assistance from another agency. Prior to the Bastrop Complex Fires and subsequent natural disasters affecting Bastrop, BHA assisted an average of 45 families under portability. However, lack of available rental housing has resulted in many of these families relocating to different jurisdictions.

HCV Homeownership

Although the Section 8 Housing Choice Voucher program is primarily used to provide rental assistance, Housing Authorities are given discretionary authority to allow program participants to use their vouchers for mortgage assistance. Bastrop Housing Authority adopted a Homeownership Policy and 2 of the 22 HCV participants utilized their housing assistance to purchase a home. One of these families sold their home after five years and was able to use the proceeds to purchase a home in Louisiana without requiring further assistance under the program.

SECTION 8 HCV PROGRAM PERFORMANCE INDICATORS

Section 8 Management Assessment Program (SEMAP)

In September 2016, HUD conducted an On-Site Technical Assistance Visit with the Executive Director, Board Chair and Vice-Chair. The On-Site Visit Report indicates:

Bastrop Housing Authority's final SEMAP Score for fiscal year ending September 30, 2016 was 100% based on the following individual SEMAP Performance indicators:

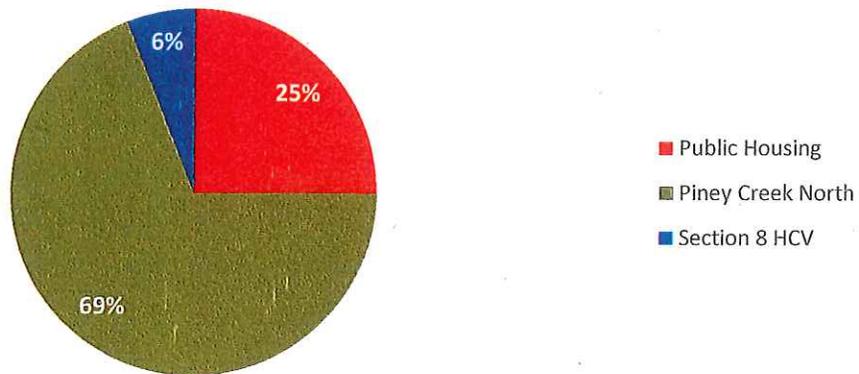
1. Selection from the Waiting List	15 of 15 Maximum Points
2. Reasonable Rent	20 of 20 Maximum Points
3. Determination of Adjusted Income	20 of 20 Maximum Points
4. Utility Allowance Schedule Updated	5 of 5 Maximum Points
5. HQS Quality Control	5 of 5 Maximum Points
6. HQS Enforcement	10 of 10 Maximum Points
7. Expanding Housing Opportunities	5 of 5 Maximum Points
8. Payment Standards	5 of 5 Maximum Points
9. Timely Annual Reexaminations	10 of 10 Maximum Points
10. Correct Tenant Rent Calculations	5 of 5 Maximum Points
11. Pre-Contract HQS Inspections Passed	5 of 5 Maximum Points
12. Annual HQS Enforcement	10 of 10 Maximum Points
13. Lease-Up	20 of 20 Maximum Points

Bastrop Housing Authority's overall SEMAP Performance Rating for fiscal year ending September 30, 2016 was High.

WAITING LIST

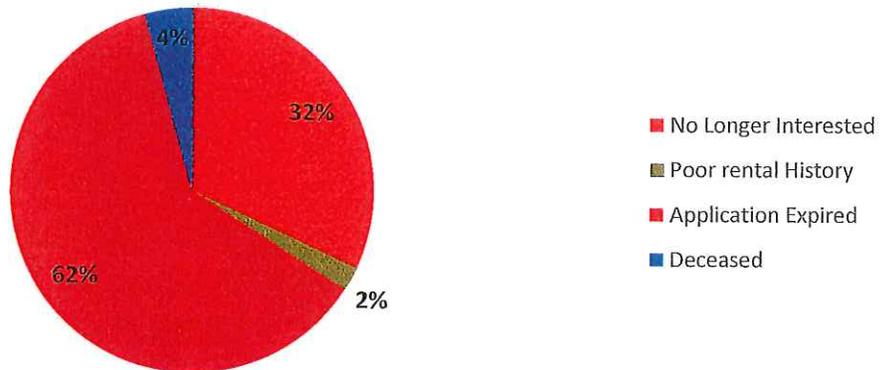
Bastrop Housing closed the waiting lists for all programs in October 2014 due to their being a total 244 applicants on the active waiting list for housing assistance. The average wait time for housing assistance at the family sites was an estimated three to five years and the average wait time at the elderly and near-elderly sites was an estimated five to seven years. During fiscal year ending September 30, 2016, the Housing Authority accepted no new applications for any of the housing programs. Of the applicants remaining on the active waiting list during the fiscal year, 16 received housing assistance as follows:

APPLICANTS HOUSED



There were 47 applicants removed from waiting list during the fiscal without receiving housing assistance, as follows:

INACTIVE APPLICATIONS



* Note: Applicants are screened for criminal and rental history at initial intake and prior to housing. Since no new applications were accepted during the fiscal year, applicants who failed to meet screening criteria were rejected during the previous fiscal year.



Bastrop Housing Authority
Management's Discussion and Analysis
For the Year Ended September 30, 2016

Introduction

This Management's Discussion and Analysis (MD&A) of the Bastrop Housing Authority (Authority) provides an introduction and overview to the financial statements of the Bastrop Housing Authority for the fiscal year ended September 30, 2016. The Bastrop Housing Authority presents this discussion and analysis of its financial performance during the fiscal year ended September 30, 2016, to assist the reader in focusing on significant financial issues.

The primary focus of the Authority's financial statements is on the statements of its single enterprise fund encompassing all programs administered by the Bastrop Housing Authority. This information contained herein this MD&A should be considered in conjunction with the Authority's basic financial statements and related notes to the financial statements.

The Authority has five individual programs. They include the Low Rent Public Housing Program, the Capital Fund Program, Housing Choice Voucher Program, the Section 8 New Construction Program, and a State/Local program.

- The Low Rent Program consists of 50 dwelling units. Funding is provided based on dwelling rents paid by the tenants and operating fund payments received by the Department of Housing & Urban Development based on a formula.
- The Capital Fund Program is also a formula based program from HUD. The purpose of this program is to provide funding for the modernization and improvement of the Low Rent Public Housing Program. These resources allow the Housing Authority to provide capital improvements for the current dwelling structures and assist in their operations.
- The Housing Choice Voucher Program provides rental assistance to aid low income families in affording decent, safe and sanitary rental housing. The Authority provides rental assistance in the form of a Housing Assistance Payment to a landlord on behalf of the tenant. The Authority currently has 22 units available. Funds are provided by HUD for rental assistance payments. The Authority is provided an administrative fee for the purpose of covering the administrative costs of the program. The fee is preset by HUD on an annual basis.
- The Section 8 New Construction Program is a 30 unit apartment complex that HUD has entered into a contract to provide Housing Assistance Payments to the Authority for these specific units. Tenants typically pay rent which is 30 percent of the adjusted gross income. The remaining portion of the rent is provided by HUD in the form of rental assistance. The apartment complex was financed through the issuance of bonds.

- The State/Local program consists of DHAP funding that is to be used for disaster related purposes.

Overview of the Financial Statements

This overview of the financial statement is intended to inform and introduce the reader to the Authority's basic financial statements. The basic financial statements are comprised of three individual statements. These statements include:

- The Statement of Net Position
- The Statement of Revenues, Expenses, and Changes in Net Position
- The Statement of Cash Flows

The Statement of Net Position presents information on the assets and liabilities, with the differences between the two being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial situation of the Authority is improving or deteriorating. Net Position is comprised of three individual components:

- *Investment in Capital Assets, Net of Related Debt* consists of capital asset balances net of accumulated depreciation less any outstanding balances of related debt associated with these assets.
- *Restricted Net Position* consists of assets that are restricted by limitations placed on these resources by an external source or party.
- *Unrestricted Component of Net Position* consists of resources that do not meet the definition of the above categories. The unrestricted component of net position are basically the amount of funds available for future year appropriations.

The Statement of Revenues, Expenses, and Changes in Net Position reports the operating revenues, operating expenses, non-operating revenues, and non-operating expenses of the Authority for the fiscal year ended September 30, 2016, to determine the change in Net Position for the fiscal year.

The Statement of Cash Flows reports cash activities for the fiscal year resulting from operating activities, investing activities, non-capital financing activities, and capital and related financing activities. The net result of these activities represents the increase or decrease of the cash equivalent account balance for the year ended September 30, 2016.

Financial Highlights

- The Bastrop Housing Authority's total net position decreased from \$1,821,245 to \$1,803,268, a reduction of \$17,977 or 1%. The total assets decreased by \$21,465, also a 1% change.
- The unrestricted net position balance is listed as \$1,317,277 at September 30, 2016. This represents a decrease of \$46,674 or 3% from the previous year.
- Total revenues increased from \$849,773 to \$898,137, an addition of \$48,364 or 6%.
- Total expenses increased by \$50,865 from \$865,249 to \$916,114 for the current year. This represents a 6% addition.

Housing Authority Activities & Highlights

The Housing Authority's overall financial position and operations for the past two years are summarized below based on the information in the current and prior financial statements. The table below lists the asset and liability comparisons for the year ended September 30, 2016, and September 30, 2015.

Summary Statement of Net Position

Years Ended September 30, 2016 and 2015

<u>Category</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>Change \$</u>	<u>Change %</u>
Current Assets	\$ 1,357,289	\$ 1,413,962	\$ (56,673)	-4%
Fixed Assets (Net of Depreciation)	\$ 484,706	\$ 449,498	\$ 35,208	8%
Total Assets	\$ 1,841,995	\$ 1,863,460	\$ (21,465)	-1%
Current Liabilities	\$ 38,727	\$ 42,215	\$ (3,488)	-8%
Total Liabilities	\$ 38,727	\$ 42,215	\$ (3,488)	-8%
Unrestricted	\$ 1,317,277	\$ 1,363,951	\$ (46,674)	-3%
Restricted	\$ 1,285	\$ 7,796	\$ (6,511)	-84%
Net Investment in Capital Assets	\$ 484,706	\$ 449,498	\$ 35,208	8%
Total Net Position	\$ 1,803,268	\$ 1,821,245	\$ (17,977)	-1%

Current Assets

Current Assets decreased from \$1,413,962 to \$1,357,289, a change of \$56,673 or 4% from September 30, 2015 to September 30, 2016. This decrease is due to an excess of operating expenses over operating revenues for the current year.

Total cash decreased by \$48,871, mainly due to the purchase of a new vehicle.

Total investments decreased by \$8,093 due to ordinary investment income, and CD#61472 was cashed in for \$8,934.26 in June 2016.

Noncurrent Assets

Noncurrent Assets consist of capital assets and are discussed in their respective section.

Current Liabilities

Current Liabilities decreased from \$42,215 to \$38,727, a change of \$3,488 from September 30, 2015 to September 30, 2016.

Accrued wage/payroll taxes payable decreased by \$4,153 due to timely tax deposits.

Net Position

The Authority's total Net Position balance decreased by \$17,977 from the previous year.

The restricted net position balance changed from \$7,796 to \$1,285, a decrease of \$6,511 or 84% from September 30, 2015 to September 30, 2016. This change was due to an excess of HAP expenditures over HAP revenues for the current year.

The unrestricted net position balance decreased from \$1,363,951 to \$1,317,277 from September 30, 2015 to September 30, 2016. The unrestricted net position account balance is the amount available for future appropriations. This balance is subject to program specific guidelines. Individual program balances are as follows:

Low Rent Housing Program	\$ 234,662
Section 8 Housing Choice Voucher Program:	
- Administrative Funding	31,002
State and Local	0
Section 8 New Construction Program	<u>1,051,613</u>
Total	\$ <u>1,317,277</u>

Summary Statement of Revenues & Expenses and Changes in Net Position
Years Ended September 30, 2016 and 2015

<u>Category</u>	9/30/2016	9/30/2015	Change \$	Change %
Program Revenues:				
Tenant Revenue	\$ 197,758	\$ 194,931	\$ 2,827	1%
Government Operating Grants	\$ 408,108	\$ 438,393	\$ (30,285)	-7%
Capital Grants	\$ 79,185	\$ -	\$ 79,185	100%
Other Revenue	\$ 204,634	\$ 205,077	\$ (443)	0%
Interest Income	\$ 8,452	\$ 11,372	\$ (2,920)	-26%
Total Revenue	\$ 898,137	\$ 849,773	\$ 48,364	6%
Expenses:				
Administration	\$ 191,862	\$ 183,161	\$ 8,701	5%
Tenant Services	\$ 2,240	\$ 1,311	\$ 929	71%
Utilities	\$ 62,345	\$ 60,523	\$ 1,822	3%
Ordinary Maintenance	\$ 199,490	\$ 172,263	\$ 27,227	16%
General/Insurance Expense	\$ 36,328	\$ 32,973	\$ 3,355	10%
Nonroutine Maintenance	\$ 14,272	\$ -	\$ 14,272	100%
Depreciation	\$ 81,212	\$ 80,619	\$ 593	1%
Housing Assistance Payments	\$ 328,365	\$ 334,399	\$ (6,034)	-2%
Total Expenses	\$ 916,114	\$ 865,249	\$ 50,865	6%
Excess (Deficiency) Before Special	\$ (17,977)	\$ (15,476)	\$ (2,501)	16%
Change in Net Position	\$ (17,977)	\$ (15,476)	\$ (2,501)	16%
Net Position, Beginning of Year	\$ 1,821,245	\$ 1,836,721	\$ (15,476)	-1%
Net Position, End of Year	\$ 1,803,268	\$ 1,821,245	\$ (17,977)	15%

Results of Operations

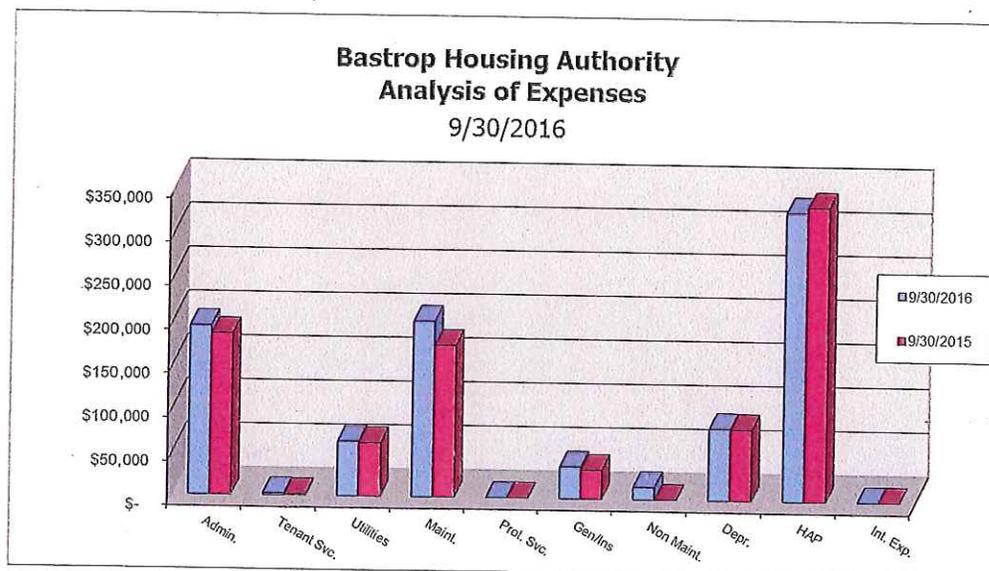
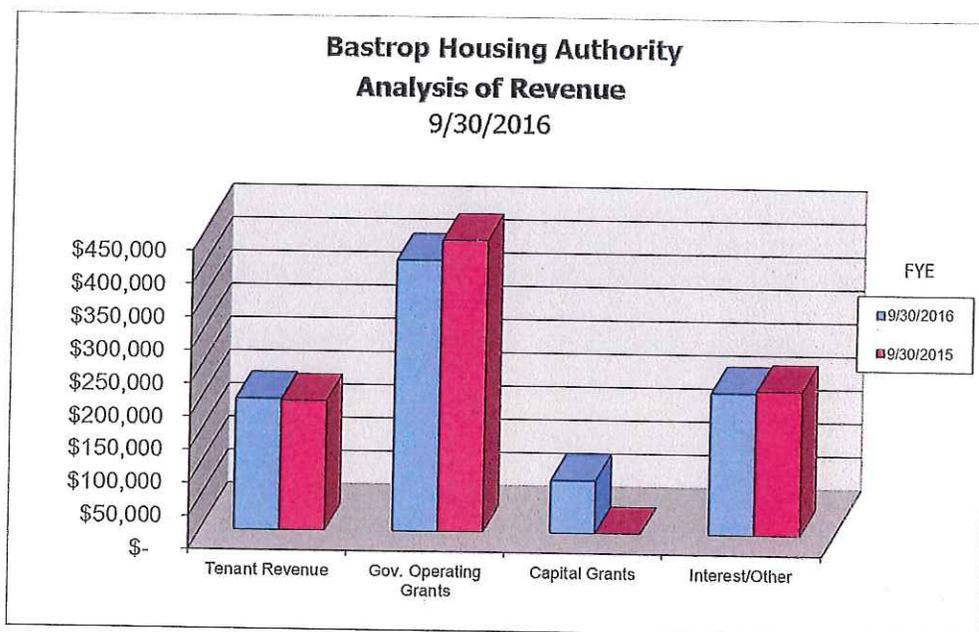
Revenues of the Authority are generated principally from dwelling rents and HUD grants (including Operating and Capital Funds). The Authority's revenue increased by \$48,364 during the current fiscal year. Accounts with notable changes are listed below:

- Capital grants increased 100% from September 30, 2015 to September 30, 2016 for a total increase of \$79,185.
- Government operating grants decreased \$30,285 or 7% from September 30, 2015 to September 30, 2016.
- Interest income decreased by \$2,920 or 26%.

Total expenses increased by \$50,865. Significant differences between the years include the following:

- Non-routine maintenance increased by 100% or \$14,272 due to emergency cleanup for apartments after flooding.
- Ordinary maintenance increased by \$27,227 or 16%. Garbage and trash removal increased by \$1,230, extermination contracts increased by \$3,961 due to the cost associated with treating for bed bugs, miscellaneous contracts increased by \$2,630 due to tile and tub replacement, maintenance labor increased \$15,385 due to new employee and routine wage increases, and maintenance materials increased \$938 for routine purchase of materials.

We have provided the following presentations to demonstrate the revenues and expenses by summarized account category:



Capital Assets

As of September 30, 2016, the Bastrop Housing Authority's Investment in Capital Assets was \$484,706. This investment includes land, buildings, construction in progress, and equipment net of accumulated depreciation.

Summary Statement of Capital Assets

Years Ended September 30, 2016 and 2015

<u>Category</u>	9/30/2016	9/30/2015	Change \$	Change %
Land	\$ 48,039	\$ 48,040	\$ (1)	0%
Buildings	\$ 3,619,701	\$ 3,537,529	\$ 82,172	2%
Equipment	\$ 380,793	\$ 348,578	\$ 32,215	9%
Construction in Progress	\$ 2,034	\$ -	\$ 2,034	100%
Accumulated Depreciation	\$ (3,565,861)	\$ (3,484,649)	\$ (81,212)	2%
Total Net Fixed Assets	\$ 484,706	\$ 449,498	\$ 35,208	8%

Subsequent Events

Due to the 2017 Congressional Appropriations, the Authority's operating subsidy provided by HUD for the Low Rent Housing Program was estimated at 85% for the calendar year 2017.

The amount of funding for the 2017 calendar year for the Housing Choice Voucher Program has been finalized by HUD. These include the proration of administrative fees being estimated at 77% and HAP estimated at 94%.

Capital fund improvements included roof replacement at Anderson Plaza. Other planned capital fund improvements include roof replacement at Linden Village and Riverview Heights and dwelling unit improvements that will include abatement of sheetrock and vinyl composition tile. Due to cuts in capital funding, we have found it necessary to combine multiple capital fund programs to have sufficient funds to begin these renovations.

The Authority remains concerned regarding the effects that funding cuts will have on overall operations and ability to complete capital fund needs.

Request for Information

This financial report is designed to provide a general overview of the Authority's accountability for all those interested.

If you should have additional questions regarding the financial information, you can contact our office in writing at the following address:

Bastrop Housing Authority
 Brandy Spencer, Executive Director
 PO Box 707
 Bastrop, TX 78602



SEP - 7 2016

U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Public Housing
Hipolito Garcia Post Office and Courthouse
615 E. Houston Street, Suite 347
San Antonio, Texas 78205
Phone (210) 475-6860 Fax (210) 472-6817
www.hud.gov www.espanol.hud.gov

Ms. Brandy Spencer
Executive Director
Bastrop Housing Authority
P.O. Box 707
Bastrop, TX 78602

Dear Ms. Spencer:

SUBJECT: Bastrop (TX259) On-Site Technical Assistance Site Visit

Thank you for taking the time to meet with Simona Berrellesa during the visit to the Bastrop Housing Authority (BHA) on May 3, 2016. While on-site, we met with Chairperson Phil Woods, Board Member Carlton Harris, and Executive Director Brandy Spencer. During this meeting, we discussed the relationship between HUD and the BHA and explained the commissioner's roles. We also discussed BHA's performance in oversight of the HUD Public Housing and Housing Choice Voucher programs. We explained that the BHA has done a great job in maintaining occupancy of PH units with overall occupancy of 99% for FY 2013, 2014, and 2015.

Moreover, the BHA's financial management performance is commendable. As detailed in this report, the BHA has very healthy Public Housing operating reserves as well as healthy Housing Choice Voucher administrative fee reserves.

Public Housing Program

The BHA's performance on key measures is assessed in the categories of Physical, Financial, Management, and Capital Fund. Historically, the BHA has scored exceptionally well. A detailed explanation of the PHAS scoring components is included in the enclosures.

Physical

The PHAS physical score is based on the results of inspections by independent contractors working for HUD. The most recent physical score for the BHA was 95%. While on-site the Executive Director provided a detailed explanation of the protocol the Authority has implemented to ensure the units are well maintained and thus increases the likelihood of a good score. In addition, we also visited the scattered sites of Anderson-Linden-Riverview developments and took several pictures for our records. Overall, the units showed great curb appeal and were kept in excellent condition.

Governance

During the visit, we noted that the Board of Commissioners were meeting monthly. Mrs. Berrellesa requested the minutes from the last three meetings and noted that the Board Members are engaged with the overall operations of the Authority. The minutes included the review of budgets for the low rent and HCV programs, the review of the "Occupancy and Vacancy" report for the low rent program, the review of the utilization for the HCV program, and the review of income and tenant account receivables.

Financial

There were no concerns noted regarding your financial condition. The BHA has received the maximum amount of points of 25 for the last three PHAS score reports. This also indicates that you accumulated the maximum amount of points on all the PHAS financial sub-indicators.

Below is a chart illustrating the PHA's Months Expendable Net Assets Ratio (MENAR). The MENAR measures the PHA's ability to operate using its net available unrestricted resources without relying on additional funding.

2013	2014	2015
\$21,666.58	\$22,617.17	\$21,045.58
11.22 months	10.85 months	6.76 months

For the fiscal year ended in 2015, the BHA had approximately 6.76 months of operating reserves. The MENAR chart above illustrates a decrease in the number of months of net available unrestricted resources. In addition, as the MENAR declines to less than 4 months, the PHA will start to lose points for the MENAR Financial sub-indicator.

Management

The maximum score for this indicator is 25. The Authority received scores of 25 for FY 2013, 2014, and 2015. For the last three years the tenant accounts receivable show \$43.00 for 2013; \$0 for 2014; and \$42.00 for 2015 owed to the BHA. The BHA has done an excellent job in collecting rents. In addition, this Authority has done extremely well in maintaining 100% occupancy rate for the last three years.

Capital Fund

The BHA has been utilizing their Capital Fund grants to improve their developments and is consistent in obligating 100% of its funds within the required two years after funding becomes available. Also, the Authority consistently expended the grant funds within the four-year timeframe. The BHA has received the full 5 points for timeliness of fund obligation and the full five points for meeting the required occupancy rate, for a total Capital Fund score of 10 points.

PHAs with less than 250 units are allowed to utilize up to 100% of capital funds for operations. Our records show that for the fiscal years ended 2013, 2014, and 2015, the Authority did not request the allocation of capital funds towards operations. For any future Capital Fund grants, the BHA may opt to allocate up to 100% of funds towards operations.

Housing Choice Voucher

Under HUD's HCV program the Authority receives an annual allotment of funding to cover Housing Assistance Payments (HAP) expenses. This funding may only be used to cover rental payments to landlords and utility reimbursements to program participants. The Authority also earns a monthly administrative fee to cover the cost of program administration (inspecting units, verifying income, salaries, etc.).

HCV HAP Utilization

As previously described, HUD provides the Authority with HAP funding that can only be used to pay rental assistance and utility reimbursements for program participants. In recent years HCV renewal funding has been based on the amount of HCV funding expended in the prior calendar year. Therefore, the more the Authority spends (within the current funding provided) the more it is likely to receive in renewal funding for the next calendar year. However, we realize that effective use of HCV funding can be challenging. For example, leasing new vouchers can take months so staff must anticipate how many vouchers to issue now to replace families that will be leaving the program in the coming months. The staff must also take into consideration changes in costs per unit that are affected by changes in family incomes (families generally pay 30% of adjusted income toward rent), increases in rent, and changes in utility allowances and payment standards. For the Authority staff to effectively utilize funding, they must be able to forecast a number of variables including those cited above. To assist PHAs in this effort HUD has developed a Two Year Projection Tool. Technical assistance was provided on how to use this tool, and we are confident that your staff will use it appropriately. A copy of the latest Two Year Projection, that was developed while on-site, is enclosed for your review. This projection shows that the Authority is on track to utilize 87.6% of all funds available and to lease at 98.1% of unit months available (UMA) this calendar year, leaving an adequate reserve of \$20,826, or 14.8% of Annual Budget Authority. As discussed with the BHA, housing authorities are prohibited from leasing more than 100% of their total ACC unit baselines.

Administrative Income and Expenses

As mentioned earlier, the Authority earns an administrative fee for each unit leased to be used for administrative expenses incurred in oversight of the HCV program. For the past three years the Authority has had a positive cash flow, increasing the administrative fee reserve balance to \$31,938 at FYE 2015. Also, as reflected on page one of the attached Two Year Tool in the "Administrative Fee Analysis" section, the Authority is projected to cash flow when comparing projected earned administrative fees to projected expenses reported by the Authority in HUD's Voucher Management System. That said, the Authority is currently in a good position to maintain a healthy administrative fee reserve. We would also like to point out that

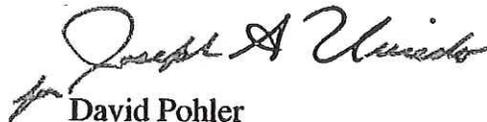
in the packet provided to the Board members at each meeting, you provide a detailed report of the administrative income and expenses both monthly and year to date. This allows the Board to quickly and clearly compare budget to actual numbers and assess whether or not the Authority is making or losing money in the HCV program.

Conclusion

We would like to thank you for the courtesy and hospitality extended to our staff by the Authority. In addition, we encourage all Board members to take advantage of free online board training through HUD's Lead the Way Training located at: www.hudexchangeinfo/programs/public-housing. This self-paced training will assist the Board in better understanding its responsibilities in oversight of the HCV program.

If you have any questions, or require additional information, please contact Simona Berrellesa, Portfolio Management Specialist, at (210) 475-6812.

Sincerely,



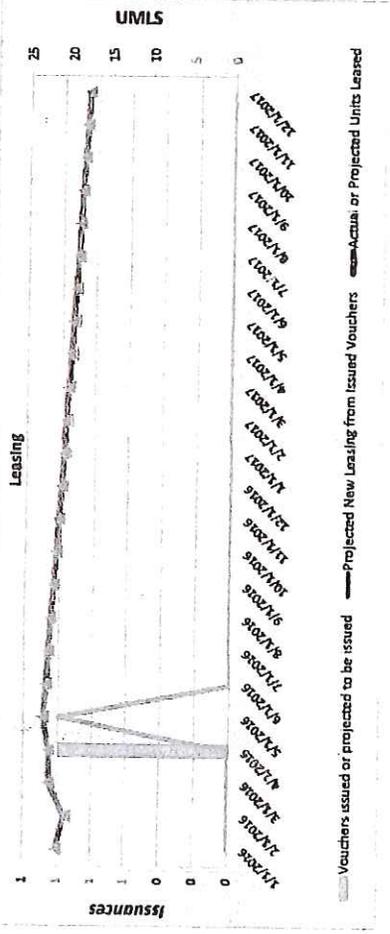
David Pohler
Director
Office of Public Housing

Enclosure

cc:

Reverend Phil Woods, Chairperson
Mrs. Annette Hyder, Board Vice-Chairperson
Mr. Andrew Coy, Board Member
Mr. Carlton Harris, Board Member
Ms. Janie McFarlin, Board Member
The Honorable Ken Kesselus, Mayor

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
	2016	ACC Units (UMA) (see new ACC tab)	ACTUAL Leased Units	Actual HAP	Vouchers issued or projected to be issued	Other Planned additions or reductions to leased units	New Leasing from Leased Vouchers	Estimated Attrition	Leased units: Actual and Projected	HAP Expense: Actual and Projected	PUC Actual or Projected	Manual PUC Charge	Cumulative Annual Leased %	Cumulative Eligibility Expanded %	Monthly UML %	Monthly ABA Expended %	
Jan-16		22	21	\$11,421			0	-0.3	21	\$11,421	\$544		95.5%	97.4%	95.5%	97.4%	
Feb-16		22	20	\$11,557			0	-0.3	20	\$11,557	\$578		95.2%	98.0%	90.9%	98.5%	
Mar-16		22	22	\$12,655			0	-0.3	22	\$12,655	\$575		95.5%	101.3%	100.0%	107.9%	
Apr-16		22	22	\$12,477	1		0	-0.3	22	\$12,477	\$567		96.6%	102.6%	100.0%	108.4%	
May-16		22	0	\$0			1	-0.3	23	\$12,888	\$567		97.9%	104.0%	102.3%	108.9%	
Jun-16		22	0	\$0			0	-0.3	22	\$12,727	\$567		98.6%	105.1%	104.7%	108.5%	
Jul-16		22	0	\$0			0	-0.3	22	\$12,568	\$567		98.9%	105.2%	105.1%	107.2%	
Aug-16		22	0	\$0			0	-0.3	22	\$12,411	\$567		99.0%	105.2%	105.1%	107.2%	
Sep-16		22	0	\$0			0	-0.3	22	\$12,256	\$567		98.9%	105.2%	105.1%	107.2%	
Oct-16		22	0	\$0			0	-0.3	21	\$12,103	\$567		98.7%	104.9%	104.9%	103.2%	
Nov-16		22	0	\$0			0	-0.3	21	\$11,951	\$567		99.4%	104.7%	95.8%	101.9%	
Dec-16		22	0	\$0			0	-0.3	21	\$11,802	\$567		99.1%	104.3%	94.6%	100.5%	
Total		264	85	\$48,710	1	0	7	-3.2	259	\$148,816	\$567		98.1%	104.9%			
Jan-17		22	22	\$11,654			0	-0.3	21	\$11,654	\$567		93.4%	95.3%	93.4%	95.3%	
Feb-17		22	20	\$11,508			0	-0.3	20	\$11,508	\$567		92.6%	94.7%	92.2%	94.1%	
Mar-17		22	20	\$11,365			0	-0.3	20	\$11,365	\$567		91.7%	94.1%	91.1%	92.8%	
Apr-17		22	20	\$11,223			0	-0.3	20	\$11,223	\$567		91.1%	92.9%	89.9%	91.7%	
May-17		22	20	\$11,082			0	-0.2	20	\$11,082	\$567		90.5%	92.3%	88.9%	90.6%	
Jun-17		22	19	\$10,944			0	-0.2	19	\$10,944	\$567		90.0%	91.8%	88.7%	89.5%	
Jul-17		22	19	\$10,807			0	-0.2	19	\$10,807	\$567		89.4%	91.2%	88.3%	88.5%	
Aug-17		22	18	\$10,672			0	-0.2	18	\$10,672	\$567		88.9%	90.6%	87.7%	87.2%	
Sep-17		22	18	\$10,539			0	-0.2	18	\$10,539	\$567		88.3%	90.1%	86.5%	86.1%	
Oct-17		22	18	\$10,407			0	-0.2	18	\$10,407	\$567		87.8%	89.5%	85.1%	84.0%	
Nov-17		22	18	\$10,277			0	-0.2	18	\$10,277	\$567		87.2%	88.0%	82.4%	84.0%	
Dec-17		22	18	\$10,148			0	-0.2	18	\$10,148	\$567		87.2%	88.0%	81.9%	82.9%	
Total		264	0	\$0	0	0	0	-2.9	230	\$130,627	\$567		87.2%	88.0%			



Comments: FINANCIAL: Beginning Year Cash (VMS) of \$35,166 compares to Beginning Year NRP (VMS) of \$2,634. VMS Cash & Investments of \$29,446 compares to VMS NRP plus UMP of \$29,302.

Bspencer

From: phas@hud.gov
Sent: Thursday, July 20, 2017 1:50 PM
To: b_spencer@austin.rr.com
Cc: Gordon.J.Tabone@hud.gov; TOMAS.M.ROMERO@hud.gov;
Genoveva.C.Loran@hud.gov; JOSEPH.A.UVIEDO@hud.gov; David.G.Pohler@hud.gov;
SAN_Public_Housing@hud.gov
Subject: Small PHA Designation Notification - TX259 09/30 2016
Attachments: PHAScoreReport.PDF

Dear Executive Director:

This letter is to advise you that a Public Housing Assessment System (PHAS) designation for your public housing agency (PHA) has been issued for the fiscal year end stated in the above subject line. Your housing authority has qualified for Small PHA deregulation (SPD) based on the number of ACC units and your previous PHAS score.

PHAs with fewer than 250 ACC units that receive a designation of High Performer are not assessed the following two years. Small PHAs that receive a Standard or any Substandard designation are not assessed the following year. Small PHAs that receive a Troubled or Capital Fund-troubled designation are assessed the following year.

Note that if there is a sanction for noncompliance with Section 9(j) of the Act, a PHA will be designated Capital Fund-troubled for that year, even if they were previously considered SPD.

PHAs that are considered SPD do not have inspections conducted for that fiscal year, and the required financial submissions are used for information purposes only. The designation of record for an SPD year is the previous PHAS designation that qualified the PHA for SPD.

As a reference tool for this fiscal year, a score report has been created to advise what the indicator scores would have been if not for the SPD. The PASS score is carried forward from the previous inspections. However, the FASS, MOPS, and CFP scores are calculated based on this fiscal years data.

For your convenience a score report is attached. You are encouraged to login to HUDs Secure Systems for the most recent scoring information; to review the Assessment Status Report; and to monitor the status of your assessments.

Should you have any questions, please email us at PHAS@hud.gov or contact the Technical Assistance Center (TAC) at 1-888-245-4860, Monday through Friday from 7:00am to 8:30pm Eastern Time.

DEEANN WALKER
PROGRAM MANAGER, INTEGRATED ASSESSMENT SUBSYSTEM



U.S. Department of Housing and Urban

OFFICE OF PUBLIC AND INDIAN HOUSING
REAL ESTATE ASSESSMENT CENTER

Public Housing Assessment System (PHAS) Score Report for Interim Rule

Report Date: 12/22/2016

PHA Code:	TX259
PHA Name:	Bastrop Housing Authority
Fiscal Year End:	09/30/2016

PHAS Indicators	Score	Maximum Score
Physical	38	40
Financial	25	25
Management	25	25
Capital Fund	10	10
Late Penalty Points	0	
PHAS Total Score	98	100
Designation Status:	Small PHA Deregulation	
Published 12/22/2016	Initial published	12/22/2016

Financial Score Details	Score	Maximum Score
Unaudited/Non Single Audit		
1. FASS Score before deductions	25.00	25
2. Audit Penalties	0.00	
Total Financial Score Unrounded (FASS Score - Audit Penalties)	25.00	25

Capital Fund Score Details	Score	Maximum Score
Timeliness of Fund Obligation:		
1. Timeliness of Fund Obligation %	90.00	
2. Timeliness of Fund Obligation Points	5	5
Occupancy Rate:		
3. Occupancy Rate %	100.00	
4. Occupancy Rate Points	5	5
Total Capital Fund Score (Fund Obligation + Occupancy Rate):	10	10

- Notes:
1. The scores in this Report are the official PHAS scores of record for your PHA. PHAS scores in other systems are not to be relied upon and are not being used by the Department.
 2. Due to rounding, the sum of the PHAS indicator scores may not equal the overall PHAS score.
 3. "0" FASS Score indicates a late presumptive failure. See 902.60 and 902.92 of the Interim PHAS rule.
 4. "0" Total Capital Fund Score is due to score of "0" for Timeliness of Fund Obligation. See the Capital Fund
 5. PHAS Interim Rule website - <http://www.hud.gov/offices/reac/products/prodphasinrule.cfm>

U.S. Department of Housing and Urban Development
Washington, DC 20410-0100

04/30/2016

REAL ESTATE ASSESSMENT CENTER

569617 / 800021240

Piney Creek North Apts
2110 Main St
PO Box 707
Bastrop, TX 78602 -1541

Dear Owner:

Enclosed with this letter/electronic file is the latest Physical Inspection Summary Report for your property. An inspector, certified by HUD in the use of the inspection protocol, performed the inspection. The report includes property and ownership profile information and shows each deficiency observed during the inspection. Also enclosed is a short description of the elements of the report to assist you in interpretation.

The physical inspection was completed pursuant to HUD regulations at 24 CFR Part 5 and Part 200. You may review the regulations at any time from the Real Estate Assessment Center (REAC) web site at <http://www.hud.gov/offices/reac>. This site provides information about REAC and the physical inspection process and allows you to download a free copy of the inspection software and view deficiency definitions.

If the inspector noted any exigent health and safety (EH&S) deficiencies at the time of the inspection, you or your representative received a report listing those deficiencies. HUD requires you to immediately correct or mitigate all such deficiencies and report your actions within three (3) business days of receipt of the report. If you have not already done so, please provide the local HUD Office of Housing with a certification, on your letterhead, that these exigent items have been corrected. You must use the language in the enclosed certification to report completion of the EH&S deficiencies. If your property is assigned to a Performance Based Contract Administrator (PB-CA), your certification should be sent to the PB-CA and not to the local HUD office. If the loan is under the 232 program, your certification should be sent to the Account Executive with the Office of Healthcare Programs (OHP). Do not send your report to REAC.

Because your property received a score of 60 or above, HUD requires that you note and correct all deficiencies as part of your ongoing maintenance program. If there are any special requirements for your property, the local Office of Housing or PB-CA having jurisdiction will contact you. If, you are still working to complete approved work under an earlier PC or formal Plan of Action (PA), or you have not yet certified completion of a PC or PA, the Office of Housing requires that you contact the local HUD Office of Housing to discuss this inspection and its relationship to work in progress, or, if a 232 loan, the local OHP. If the mortgage on your property is insured by HUD/FHA, please provide copies of all correspondence regarding this inspection to your mortgagee.

If your property had any EH&S deficiencies, and you fail to correct all of these deficiencies within the required timeframe, or falsely certify to repairs made, these noncompliance issues may adversely affect your eligibility for participation in HUD programs. Under HUD's Previous Participation Review and Clearance procedure, these non-compliance issues constitute a standard for disapproval pursuant to 24 CFR Section 200.230(c)(3) and HUD

Inspection Summary Report (POA) for Inspection #569617

Score Summary

Area	Possible Points	Deductions(Excluding H&S)	Pre H&S Points	H&S Deductions	Final Points
Site	10.50	0.00	10.50	0.00	10.50
Building Exterior	20.76	0.91	19.85	0.00	19.85
Building Systems	15.32	0.00	15.32	0.00	15.32
Common Area	0.25	0.00	0.25	0.00	0.25
Unit	53.18	3.16	50.02	3.22	46.80
Total	100.00	4.06	95.94	3.22	92.72

Score Version: 1

Score Date: 04/30/2016

Final Score: 93b



U.S. Department of Housing and Urban Development
 San Antonio Field Office, Region VI
 Office of Public Housing
 Hipolito Garcia Federal Building
 615 E. Houston Suite 347
 San Antonio, Texas 78205-2001
 Phone (210) 475-6860 Fax (210) 472-6817
www.hud.gov www.espanol.hud.gov

JAN 27 2017

Mrs. Brandy Spencer
 Executive Director
 Bastrop Housing Authority
 PO. Box 707
 Bastrop, TX 78577

Dear Mrs. Spencer:

SUBJECT: SEMAP Certification Final Score, FYE: 09/30/2016
 Bastrop Housing Authority

Thank you for completion of the Section 8 Management Assessment Program (SEMAP) certification for the Bastrop Housing Authority. We appreciate the time and attention that you have given to the SEMAP assessment process. The SEMAP enables HUD to better manage the Section 8 Housing Choice Voucher Tenant-Based Assistance Program by identifying the Authority's capabilities and deficiencies as they relate to the program's administration. As a result, HUD will be able to provide more effective program assistance to the Authority.

The Bastrop Housing Authority's final SEMAP score for the fiscal year ending on September 30, 2016 is 100 percent. The following are the Authority's individual performance indicator scores:

Indicator	1	Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))	15
Indicator	2	Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)	20
Indicator	3	Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)	20
Indicator	4	Utility Allowance Schedule (24 CFR 982.517)	5
Indicator	5	HQS Quality Control (24 CFR 982.405(b))	5
Indicator	6	HQS Enforcement (24 CFR 982.404)	10
Indicator	7	Expanding Housing Opportunities	5
Indicator	8	Payment Standards (24 CFR 982.503)	5
Indicator	9	Timely Annual Reexaminations (24 CFR 5.617)	10
Indicator	10	Correct Tenant Rent Calculations (24 CFR 982, Subpart K)	5
Indicator	11	Pre-Contract HQS Inspections (24 CFR 982.305)	5
Indicator	12	Annual HQS Inspections (24 CFR 982.405(a))	10
Indicator	13	Lease-Up	20
Indicator	14	Family Self-Sufficiency (24 CFR 984.105 and 984.305)	N/A
Indicator	15	Deconcentration Bonus	N/A

The Authority's overall SEMAP Performance Rating is **High**.

We encourage you to closely monitor your SEMAP performance throughout the year. As a part of these efforts, please ensure that your IMS/PIC data is accurate to ensure that you receive full credit on future ratings.

If you have any questions or require additional information, please contact Simona Berrellesa, Portfolio Management Specialist, at (210) 475-6812.

Sincerely,



David Pohler
Director
Office of Public Housing

cc:

Reverend Phil Woods, Chairperson
The Honorable Ken Kesselus, Mayor

BREEDLOVE & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

17014 Seven Pines Drive
Spring, Texas 77379
(281) 379-1065
(281) 379-6322 (fax)

RICHARD W. BREEDLOVE, CPA
President
JILL A. HENZE, CPA
Vice President

May 30, 2017

Board of Commissioners
Housing Authority of City of Bastrop, Texas
P.O. Box 707
Bastrop, Texas 78602

We have audited the financial statements of the Housing Authority of City of Bastrop, Texas for the year ended September 30, 2016. Professional standards require that we provide you information about our responsibilities under generally accepted auditing standards, *Governmental Auditing Standards* and the Consolidated Audit Guide for Audits of HUD Programs, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter dated July 15, 2016. Professional standards require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Housing Authority of City of Bastrop, Texas are described in Note 1 to the financial statements. No new accounting policies were adopted and the applications of existing policies were not changed during the year ended September 30, 2016. We noted no transactions entered into by the Entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the financial statements for the year ended September 30, 2016.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with Housing Authority representatives or management during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 30, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Housing Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Housing Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Commissioners and management of the Housing Authority of City of Bastrop, Texas and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



Richard W. Breedlove

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

REPORT ON FINANCIAL STATEMENTS
(With Supplemental Material)

FOR THE YEAR ENDED SEPTEMBER 30, 2016

BREEDLOVE & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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BREEDLOVE & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

17014 Seven Pines Drive
Spring, Texas 77379
(281) 379-1065
(281) 379-6322 (fax)

RICHARD W. BREEDLOVE, CPA
President
JILL A. HENZE, CPA
Vice President

INDEPENDENT AUDITORS' REPORT

May 30, 2017

The Board of Commissioners
Housing Authority of the City of Bastrop, Texas
Bastrop, Texas

We have audited the accompanying financial statements of the business-type activities of the Housing Authority of the City of Bastrop, Texas, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Housing Authority of Bastrop, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances; but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Housing Authority of the City of Bastrop, Texas, as of September 30, 2016, and the respective changes in financial position and, where applicable, cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 9 and page 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Housing Authority of Bastrop, Texas' basic financial statements. The accompanying Financial Data Schedule is presented for purposes of additional analysis and is not a required part of the financial statements.

The Financial Data Schedule is the responsibility of management and was derived from and relates directly to the underlying accounting records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Financial Data Schedule is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 30, 2017 on our consideration of the Housing Authority of the City of Bastrop, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Housing Authority of the City of Bastrop, Texas' internal control over financial reporting and compliance.

Bredalone & Co., P.C.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

Introduction

This Management's Discussion and Analysis (MD&A) of the Bastrop Housing Authority (Authority) provides an introduction and overview to the financial statements of the Bastrop Housing Authority for the fiscal year ended September 30, 2016. The Bastrop Housing Authority presents this discussion and analysis of its financial performance during the fiscal year ended September 30, 2016, to assist the reader in focusing on significant financial issues.

The primary focus of the Authority's financial statements is on the statements of its single enterprise fund encompassing all programs administered by the Bastrop Housing Authority. This information contained herein this MD&A should be considered in conjunction with the Authority's basic financial statements and related notes to the financial statements.

The Authority has five individual programs. They include the Low Rent Public Housing Program, the Capital Fund Program, Housing Choice Voucher Program, the Section 8 New Construction Program, and a State/Local program.

- The Low Rent Program consists of 50 dwelling units. Funding is provided based on dwelling rents paid by the tenants and operating fund payments received by the Department of Housing & Urban Development based on a formula.
- The Capital Fund Program is also a formula based program from HUD. The purpose of this program is to provide funding for the modernization and improvement of the Low Rent Public Housing Program. These resources allow the Housing Authority to provide capital improvements for the current dwelling structures and assist in their operations.
- The Housing Choice Voucher Program provides rental assistance to aid low income families in affording decent, safe and sanitary rental housing. The Authority provides rental assistance in the form of a Housing Assistance Payment to a landlord on behalf of the tenant. The Authority currently has 22 units available. Funds are provided by HUD for rental assistance payments. The Authority is provided an administrative fee for the purpose of covering the administrative costs of the program. The fee is preset by HUD on an annual basis.
- The Section 8 New Construction Program is a 30 unit apartment complex that HUD has entered into a contract to provide Housing Assistance Payments to the Authority for these specific units. Tenants typically pay rent which is 30 percent of the adjusted gross income. The remaining portion of the rent is provided by HUD in the form of rental assistance. The apartment complex was financed through the issuance of bonds.
- The State/Local program consists of DHAP funding that is to be used for disaster related purposes.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

(Continued)

Overview of the Financial Statements

This overview of the financial statement is intended to inform and introduce the reader to the Authority's basic financial statements. The basic financial statements are comprised of three individual statements. These statements include:

- The Statement of Net Position
- The Statement of Revenues, Expenses, and Changes in Net Position
- The Statement of Cash Flows

The Statement of Net Position presents information on the assets and liabilities, with the differences between the two being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial situation of the Authority is improving or deteriorating. Net Position is comprised of three individual components:

- *Net Investment in Capital Assets* consists of capital asset balances net of accumulated depreciation less any outstanding balances of related debt associated with these assets.
- *Restricted Net Position* consists of assets that are restricted by limitations placed on these resources by an external source or party.
- *Unrestricted Component of Net Position* consists of resources that do not meet the definition of the above categories. The unrestricted component of net position are basically the amount of funds available for future year appropriations.

The Statement of Revenues, Expenses, and Changes in Net Position reports the operating revenues, operating expenses, non-operating revenues, and non-operating expenses of the Authority for the fiscal year ended September 30, 2016, to determine the change in Net Position for the fiscal year.

The Statement of Cash Flows reports cash activities for the fiscal year resulting from operating activities, investing activities, non-capital financing activities, and capital and related financing activities. The net result of these activities represents the increase or decrease of the cash equivalent account balance for the year ended September 30, 2016.

Financial Highlights

- The Bastrop Housing Authority's total net position decreased from \$1,821,245 to \$1,803,267, a reduction of \$17,978 or 1%. The total assets decreased by \$21,465, also a 1% change.
- The unrestricted net position balance is listed as \$1,317,275 at September 30, 2016. This represents a decrease of \$46,676 or 3% from the previous year.
- Total revenues increased from \$849,773 to \$898,136, an addition of \$48,363 or 6%.
- Total expenses increased by \$50,865 from \$865,249 to \$916,114 for the current year. This represents a 6% addition.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

(Continued)

Housing Authority Activities & Highlights

The Housing Authority's overall financial position and operations for the past two years are summarized below based on the information in the current and prior financial statements. The table below lists the asset and liability comparisons for the year ended September 30, 2016, and September 30, 2015.

Summary Statement of Net Position
Years Ended September 30,

Category	FYE 2016	FYE 2015	Change \$	Change %
Current Assets	\$1,357,288	\$1,413,962	(\$56,674)	-4%
Noncurrent Assets	\$484,707	\$449,498	\$35,209	8%
Total Assets	\$1,841,995	\$1,863,460	(\$21,465)	-1%
Current Liabilities	\$38,728	\$42,215	(\$3,487)	-8%
Long Term Liabilities	-	-	\$0	0%
Total Liabilities	\$38,728	\$42,215	(\$3,487)	-8%
Unrestricted	\$1,317,275	\$1,363,951	(\$46,676)	-3%
Net Investment in Capital Assets	\$484,707	\$449,498	\$35,209	8%
Restricted	\$1,285	\$7,796	(\$6,511)	-84%
Total Net Position	\$1,803,267	\$1,821,245	(\$17,978)	-1%

Current Assets

Current Assets decreased from \$1,413,962 to \$1,357,288, a change of \$56,674 or 4% from September 30, 2015 to September 30, 2016. This decrease is due to an excess of operating expenses over operating revenues for the current year.

Noncurrent Assets

Noncurrent Assets consist of capital assets and are discussed in their respective section.

Current Liabilities

Current Liabilities decreased from \$42,215 to \$38,728, a change of \$3,487 from September 30, 2015 to September 30, 2016.

Accrued wages and payroll taxes payable decreased by \$4,152 due to timely tax deposits.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

(Continued)

Net Position

The Authority's total Net Position balance decreased by \$17,978 from the previous year.

The restricted net position balance changed from \$7,796 to \$1,285, a decrease of \$6,511 or 84% from September 30, 2015 to September 30, 2016. This change was due to an excess of HAP expenditures over HAP revenues for the current year.

The unrestricted net position balance decreased from \$1,363,951 to \$1,317,275 from September 30, 2015 to September 30, 2016. The unrestricted net position account balance is the amount available for future appropriations. This balance is subject to program specific guidelines. Individual program balances are as follows:

Low Rent Housing Program	\$ 234 661
Section 8 Housing Choice Voucher Program:	
- Administrative Funding	31 001
Section 8 New Construction Program	<u>1 051 613</u>
Total	<u>\$1 317 275</u>

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2016
 (Continued)

Summary Statement of Revenues & Expenses and Changes in Net Position
 Years Ended September 30,

Category	FYE 2016	FYE 2015	Change \$	Change %
Tenant Revenue	\$197,756	\$194,931	\$2,825	1%
HUD Operating Grants	\$408,109	\$438,393	(\$30,284)	-7%
Capital Grants	\$79,185	-	\$79,185	100%
Interest Income	\$8,452	\$11,372	(\$2,920)	-26%
Other Revenue	\$204,634	\$205,077	(\$443)	0%
Total Revenue	\$898,136	\$849,773	\$48,363	6%
Administration	\$191,862	\$183,161	\$8,701	5%
Tenant Services	\$2,240	\$1,311	\$929	71%
Utilities	\$62,345	\$60,523	\$1,822	3%
Ordinary Maintenance	\$199,490	\$172,263	\$27,227	16%
General Expense	\$36,328	\$32,973	\$3,355	10%
HAP	\$328,365	\$334,399	(\$6,034)	-2%
Extraordinary Maintenance	\$14,272	-	\$14,272	100%
Depreciation	\$81,212	\$80,619	\$593	1%
Total Expenses	\$916,114	\$865,249	\$50,865	6%
Increase (Decrease) in Net Position	(\$17,978)	(\$15,476)	(\$2,502)	16%
Net Position, Beginning of Year	\$1,821,245	\$1,836,721	(\$15,476)	-1%
Net Position, End of Year	\$1,803,267	\$1,821,245	(\$17,978)	-1%

Results of Operations

Revenues of the Authority are generated principally from dwelling rents and HUD grants (including Operating and Capital Funds). The Authority's revenue increased by \$48,363 during the current fiscal year. Accounts with notable changes are listed below:

- Capital grants increased 100% from September 30, 2015 to September 30, 2016 for a total increase of \$79,185.
- Government operating grants decreased \$30,284 or 7% from September 30, 2015 to September 30, 2016.
- Interest income decreased by \$2,920 or 26%.

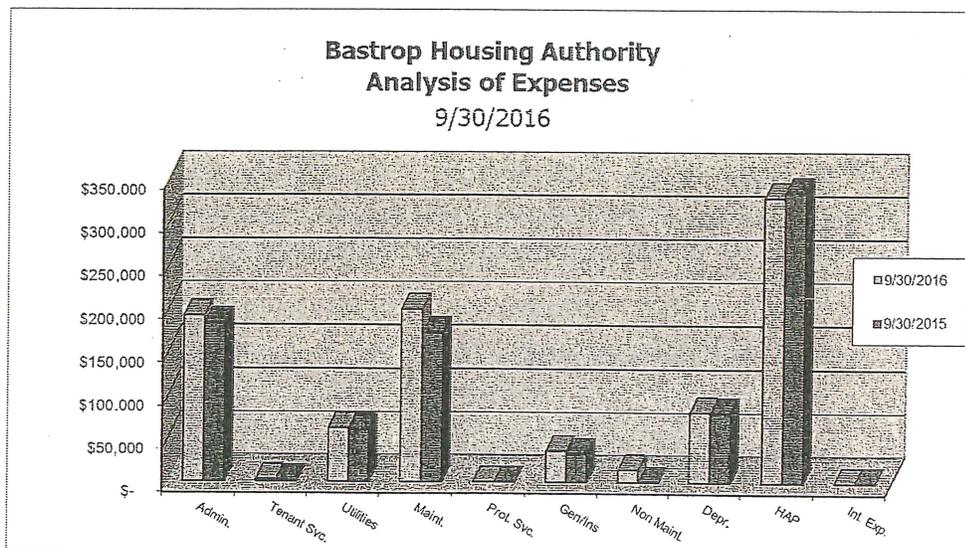
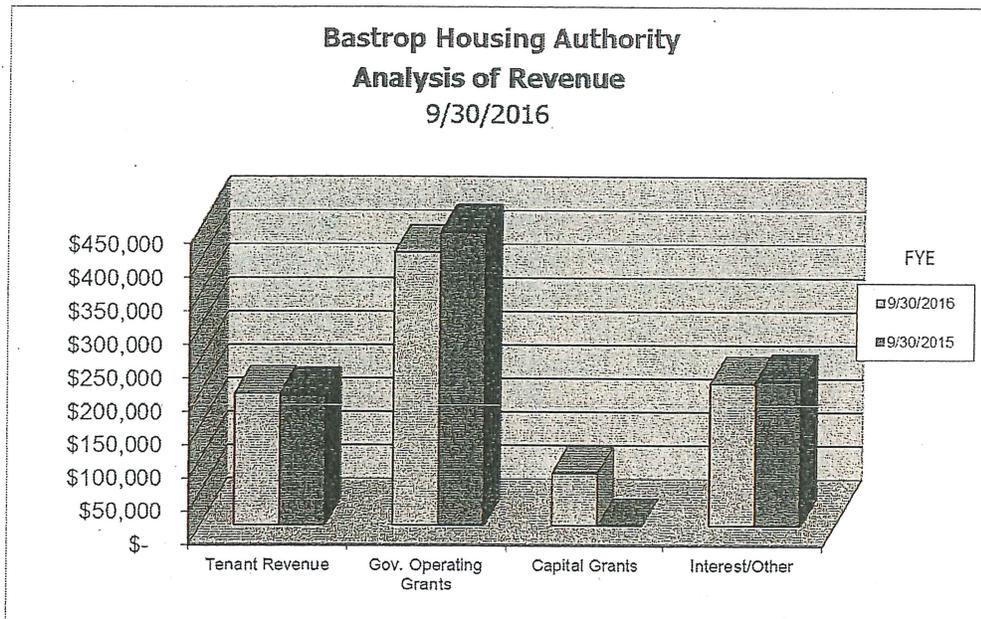
HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

**MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016
(Continued)**

Total expenses increased by \$50,865. Significant differences between the years include the following:

- Nonroutine maintenance increased by 100% or \$14,272 due to emergency cleanup for apartments after flooding.
- Ordinary maintenance increased by \$27,227 or 16%. Garbage and trash removal decreased by \$485, extermination contracts increased by \$3,230 due to the cost associated with treating for bed bugs, miscellaneous contracts decreased by \$3,743 due to tile and tub replacement, maintenance labor increased \$34,982 due to new employee and routine wage increases, and maintenance materials increased \$6,244 for routine purchase of materials.

We have provided the following presentations to demonstrate the revenues and expenses by summarized account category:



HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016
(Continued)

Capital Assets

As of September 30, 2016, the Bastrop Housing Authority's Investment in Capital Assets was \$484,706. This investment includes land, buildings, construction in progress, and equipment net of accumulated depreciation.

Summary Statement of Capital Assets
Years Ended September 30

Category	FYE 2016	FYE 2015	Change \$	Change %
Land	\$48,040	\$48,040	-	0%
Buildings	\$3,619,701	\$3,537,529	\$82,172	2%
Equipment	\$380,793	\$348,578	\$32,215	9%
Accumulated Depreciation	(\$3,565,861)	(\$3,484,649)	(\$81,212)	-2%
Total Net Depreciable Assets	\$482,673	\$449,498	\$33,175	7%
Construction in Progress	\$2,034	-	\$2,034	100%
Total Net Investment in Capital Assets	\$484,707	\$449,498	\$35,209	8%

Subsequent Events

Due to the 2017 Congressional Appropriations, the Authority's operating subsidy provided by HUD for the Low Rent Housing Program was estimated at 85% for the calendar year 2017.

The amount of funding for the 2017 calendar year for the Housing Choice Voucher Program has been finalized by HUD. These include the proration of administrative fees being estimated at 77% and HAP estimated at 94%.

Capital fund improvements included roof replacement at Anderson Plaza. Other planned capital fund improvements include roof replacement at Linden Village and Riverview Heights and dwelling unit improvements that will include abatement of sheetrock and vinyl composition tile. Due to cuts in capital funding, we have found it necessary to combine multiple capital fund programs to have sufficient funds to begin these renovations.

The Authority remains concerned regarding the effects that funding cuts will have on overall operations and ability to complete capital fund needs.

Request for Information

This financial report is designed to provide a general overview of the Authority's accountability for all those interested.

If you should have additional questions regarding the financial information, you can contact our office in writing at the following address:

Bastrop Housing Authority
Brandy Spencer, Executive Director
PO Box 707
Bastrop, TX 78602

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

ASSETS	Housing Enterprise Fund
	<u>Fund</u>
Current Assets	
Cash and cash equivalents	\$ 1 345 182
Accounts receivable - tenants (net of allowance for doubtful accounts of \$3)	20
Account receivable - HUD	120
Accounts receivable - misc (net of allowance for doubtful accounts of \$72)	625
Notes receivable - tenants (net of allowance for doubtful accounts of \$872)	581
Accrued interest receivable	349
Prepaid expenses	177
Inventories (net of allowance for obsolete inventories of \$1,106)	9 949
Total Current Assets	<u>1 357 003</u>
Restricted Assets	
Cash and cash equivalents - restricted	285
Total Restricted Assets	<u>285</u>
Capital Assets net of accumulated depreciation of \$3,565,861	<u>484 707</u>
Total Assets	<u>\$ 1 841 995</u>
LIABILITIES AND NET POSITION	
Current Liabilities	
Accounts payable	\$ 1 934
Tenant security deposits	18 142
Accrued payments in lieu of taxes	10 281
Unearned revenue	8 333
Other current liabilities	38
Total Current Liabilities	<u>38 728</u>
Net Position	
Net investment in capital assets	484 707
Restricted	1 285
Unrestricted	1 317 275
Total Net Position	<u>1 803 267</u>
Total Liabilities and Net Position	<u>\$ 1 841 995</u>

See accompanying Independent Auditors' Report and Notes to Financial Statements

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	Housing Enterprise Fund
Operating Revenues	
Dwelling rental	\$ 194 618
Tenant other charges	3 138
Operating subsidy and grants	408 109
Other revenues	204 634
Total Operating Revenues	810 499
Operating Expenses	
Administrative	191 862
Tenant services	2 240
Utilities	62 345
Maintenance	199 490
Extraordinary maintenance	14 272
General	36 328
Housing assistance payments	147 252
Housing assistance payments-port-in	181 113
Depreciation	81 212
Total Operating Expenses	916 114
Net Loss from Operations	(105 615)
Non-operating revenues	
Interest income - unrestricted	8 452
Total Non-operating revenues	8 452
Capital Contributions	
Capital grants - HUD	79 185
Change in Net Position	(17 978)
Total Net Position - Beginning of Year	1 821 245
Total Net Position - End of Year	\$ 1 803 267

See accompanying Independent Auditors' Report and Notes to Financial Statements

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

STATEMENT OF CASH FLOWS
SEPTEMBER 30, 2016

	Housing Enterprise Fund
	Fund
Cash Flows from Operating Activities:	
Operating Grants	\$ 408 214
Receipts from Customers	407 449
Payments to Suppliers	(605 722)
Payments to Employees	(238 142)
Net Cash Used for Operating Activities	(28 201)
Cash Flow from Capital and Related Financing Activities:	
Capital asset additions	(116 421)
Capital grants	79 185
Net cash used for capital and related financing activities	(37 236)
Cash Flow From Investing Activities	
Interest income - unrestricted	8 452
Decrease in accrued interest	21
Net Cash Provided by Investing Activities	8 473
Net Decrease In Cash and Cash Equivalents	(56 964)
Cash and Cash Equivalents At Beginning of Year	1 402 431
Cash and Cash Equivalents At End of Year	\$ 1 345 467
Reconciliation of Net Operating Loss to Net Cash from Operations:	
Net Loss from Operations	\$ (105 615)
Noncash Changes to Net Loss:	
Depreciation	81 212
Changes in Assets and Liabilities:	
(Increase) Decrease in Assets:	
Accounts receivable - tenants	20
Accounts receivable - HUD	105
Accounts receivable - MISC	(625)
Notes receivable - tenants	(581)
Prepaid expenses	(16)
Inventories	786
Increase (Decrease) in Liabilities:	
Accounts payable	(5 803)
Tenant security deposits	7 037
Accrued payment in lieu of taxes	(402)
Unearned revenues	(792)
Other accrued liabilities	(3 527)
Net Cash Provided by Operating Activities	\$ (28 201)

See accompanying Independent Auditors' Report and Notes to Financial Statements

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2016

NOTE (1) ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization - The Housing Authority of the City of Bastrop, Texas (PHA) is a public corporation under State of Texas enabling legislation §392 of the Texas Local Government Code. The purpose of the PHA is to, among other things, undertake activities including construction, maintenance, or operation of decent, safe, and sanitary housing for persons of low income in the City of Bastrop, Texas. The PHA was also organized to administer and receive grant funds from the U.S. Department of Housing and Urban Development (HUD) for the benefit of these low income persons.

The PHA administers three programs under HUD's Office of Public and Indian Housing: a Low Rent Public Housing Program consisting of fifty elderly and family units, a Section 8 New Construction Program consisting of 30 subsidized housing units and a Section 8 program consisting of twenty two Section 8 tenant-based Housing Choice Voucher units.

The financial statements include all organization, activities and functions that comprise the PHA. Component units are legally separate entities for which the PHA (the primary government) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the component units governing body and whether (1) the PHA's ability to impose its will over the component unit or (2) the potential that the component unit will provide a financial benefit to, or impose a financial burden on, the PHA. Using these criteria, the PHA's basic financial statements include the accounts of all the PHA's operations and its component unit, Bastrop Housing Development Corporation (BHDC or the Corporation). BHDC is a separate non-profit corporation formed in the State of Texas as an instrumentality of the PHA and is reported as a blended component unit. The Corporation administers a thirty unit Section 8 project-based program under HUD's Office of Multifamily Housing. The Corporation was organized to further and provide financing options for the purposes of the PHA. The PHA is the reporting entity and does not have oversight responsibility over any other agency. The PHA is not a component unit of another entity.

The following is a summary of the more significant accounting policies.

- A. Basis of Presentation - Governmental activities are generally financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The PHA's activities are business-type in nature, and it does not engage in any governmental-type activities. As a result, government-wide financial statements which distinguish between governmental and business-type activities are not required. Accordingly, the basic financial statements and required supplementary information (RSI) of the PHA consists of Management's Discussion and Analysis (MD&A), Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, Statement of Cash Flows, Notes to Financial Statements and Budgetary Comparison.

For financial reporting purposes, all activities of the PHA are accounted for in one housing enterprise fund.

- B. Measurement Focus and Basis of Accounting - The PHA uses the proprietary fund method of accounting as prescribed by Governmental Auditing Standards Board (GASB). The proprietary fund method of accounting uses the economic resources measurement focus. The accounting objectives are the determination of net income, financial position, and cash flows. All assets and liabilities associated with the proprietary fund's activities are included on the Statement of Net Position. Proprietary net position is segregated into Net Investment in Capital Assets, Restricted Net Position, and Unrestricted Net Position. The accrual basis of accounting is used in proprietary fund types.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

(Continued)

NOTE (1) ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Measurement Focus and Basis of Accounting (Continued) - The accrual basis of accounting recognizes revenues when earned and expenses when incurred. Operating revenues and expenses generally result from providing services and delivering goods in connection with a Proprietary Fund's ongoing operations. Revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. The principal operating revenues of the PHA are tenant revenues and the moneys provided by HUD. The operating expenses of the PHA consist primarily of administrative costs, utilities, maintenance, and general expenses.

The PHA applies all applicable GASB pronouncements. The PHA has elected not to apply FASB Statements of Interpretations issued after November 30, 1989.

C. Cash and Cash Equivalents - The proprietary fund types consider all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Certificates of deposit are considered cash equivalents. Other liquid investments with a maturity of over three months when purchased are considered to be investments. The PHA invests in instruments whose values are not subject to market fluctuations and are carried at cost plus accrued interest.

D. Tenant Receivables - Receivables for rentals or service charges are reported net of allowance for doubtful accounts.

E. Inventory - Inventory consists of maintenance supplies held for consumption stated at cost on a first in, first out basis.

F. Compensated Absences - Employees are granted vacation and sick leave benefits depending on tenure with the PHA. Annual leave must be taken by September 30 of each year and may not be accumulated.

G. Capital Assets and Depreciation - Land, structures and equipment are stated at historical cost. Individual assets that exceed the Board approved threshold limit of \$2,000 with an estimated useful life in excess of one year are capitalized and depreciated while smaller assets are expensed as consumable supplies. Depreciation is computed using the straight-line method. Estimated useful lives, in years, for depreciable assets are as follows:

Site improvements	10 years
Buildings	30 years
Building improvements	10 years
Non-dwelling structures	30 years
Equipment	5 to 10 years

H. Budgetary Data - The PHA is required by its HUD Annual Contributions Contract to adopt an annual budget for its proprietary fund programs which receive federal funding.

The PHA is under a limited budget review from HUD with the control category of total operating expenditures. If there are no overruns of the total operating expenditures, then HUD does not require budget revisions other than when there are substantial additions to non-routine expenditures. Budgeted amounts are as originally adopted or as amended by the Board.

The budget is prepared on a statutory (HUD) basis and does not contain a provision for uncollectible tenant receivables. The budget does reflect furniture and equipment additions from operations.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

NOTE (1) ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- I. Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.
- J. Impairment of Long-Lived Assets - In accordance with GASB Statement No. 42, *Accounting for Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, the PHA reviews its assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. If the fair value is less than the carrying amount of the asset, an impairment loss is recognized for the difference.

NOTE (2) DEPOSITS AND INVESTMENTS

The PHA had total cash and cash equivalents of \$1,345,467 as of September 30, 2016. Of this amount, deposits with a carrying value of \$878,855 were in savings accounts and certificates of deposit, and \$466,612 was in the operating accounts. Certificates of deposit are considered to be cash equivalents.

The PHA's funds are required to be deposited and invested under the terms of a depository agreement that requires deposits over FDIC limits to be secured with securities held by the financial institution.

Risks

Interest rate risk – The PHA's policy does not address interest rate risk.

Credit rate risk – The PHA's deposits are in interest bearing accounts which do not have credit ratings.

Custodial credit risk – This is the risk that in the event of a bank failure the PHA's deposits may not be returned to it. The largest balance was in First National Bank in October 2015 of \$772,281. These funds were secured by FDIC coverage of \$250,000 and amounts over that were secured by pledged collateral. The PHA's cash and cash equivalents are categorized at year-end to give an indication of the level of risk assumed by the PHA at year-end. The following schedule summarizes the custodial credit risk:

Insured	\$	935 121
Collateralized:		
Collateral held by financial institution in the PHA's name		410 146
Uninsured and uncollateralized		200
Total Deposits	\$	<u>1 345 467</u>

On September 30, 2016, the PHA had \$285 of restricted cash for future Housing Assistance Payments.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2016
 (Continued)

NOTE (3) CAPITAL ASSETS

Land, structures and equipment reported in the PHA are as follows:

	Balances at 9/30/2015	Additions (Dispositions)/ Reclassifications	Depreciation	Balances at 9/30/2016
Land	\$ 48 040	\$ -	\$ -	\$ 48 040
Buildings	3 537 529	82 172	-	3 619 701
Furniture and Equipment	348 578	32 215	-	380 793
	3 886 107	114 387	-	4 000 494
Accumulated Depreciation	(3 484 649)	-	(81 212)	(3 565 861)
Net book Value	401 458	114 387	(81 212)	434 633
Construction in Progress	-	2 034	-	2 034
Totals	\$ 449 498	\$ 116 421	\$ (81 212)	\$ 484 707

All land, buildings and improvements are encumbered by a declaration of trust in favor of the United States of America as security for obligations guaranteed by the government and to protect other interests of the government.

NOTE (4) FEDERAL GRANTS

In the normal course of operations, the PHA receives grant funds from various governmental agencies. These grant programs are subject to audit by agents of the granting agency, the purpose of which is to ensure compliance with the provisions of the granting agency. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

NOTE (5) TENANT SECURITY DEPOSITS

At September 30, 2016 the PHA held \$18,142 in tenant security deposits, which is fully repayable upon termination of a tenant lease.

NOTE (6) RESTRICTED NET POSITION

The PHA has recorded \$1,285 in restricted net position for the year ending September 30, 2016. \$285 of this amount reflects the accumulated difference in Housing Assistance Payment revenue received from HUD and the amount of Housing Assistance Payments made for eligible vouchers. These funds are restricted for future Housing Assistance Payments. Funds of \$1,000 are restricted for future payments of eligible emergencies and disaster vouchers.

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

(Continued)

NOTE (7) RETIREMENT PLAN

The PHA participates in a defined contribution plan administered by Lincoln Life, for the employees of the PHA.

The PHA is required to contribute 13% of annual covered payroll. Under a defined contribution plan, the pension benefits a participant will receive depends only on the amount contributed to the participant's account and returns on investments of those contributions. Accordingly, there are no unfunded benefit obligations or other liabilities resulting from providing these benefits. The statement of revenues, expenses and changes in net position includes \$18,673 in administration and general expense for employer contributions to the plan.

NOTE (8) UNEARNED REVENUE

At September 30, 2016, the PHA held \$303 in rental revenue received in advance and \$8,030 in operating subsidy's received in advance.

NOTE (9) RISK MANAGEMENT

The PHA is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters for which the PHA purchases commercial insurance.

During the year ended September 30, 2016 the PHA did not reduce insurance coverages from coverage levels in place as of September 30, 2016.

NOTE (10) ECONOMIC DEPENDENCE

The PHA receives 52% of its net operating revenues from HUD grants and subsidies. Reductions in the amount for these programs may have an adverse effect on the PHA's ability to provide the same level of services going forward.

NOTE (11) SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 30, 2017, (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

BREEDLOVE & CO., P.C.

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RICHARD W. BREEDLOVE, CPA
President
JILL A. HENZE, CPA
Vice President

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS

May 30, 2017

Board of Commissioners
Housing Authority of the City of Bastrop, Texas
Bastrop, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Bastrop, Texas as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise of the Housing Authority of the City of Bastrop, Texas' basic financial statements and have issued our report thereon dated May 30, 2017.

Internal control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Housing Authority of the City of Bastrop, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority of the City of Bastrop, Texas' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority of the City of Bastrop, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Housing Authority of the City of Bastrop, Texas' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brecolore & Co., P.C.

REQUIRED SUPPLEMENTARY INFORMATION

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION-BUDGETARY COMPARISON -
ALL PROGRAMS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating Revenues				
Dwelling Rental	\$ 184 360	\$ 197 720	\$ 194 618	\$ (3 102)
Other Revenues	500	7 270	207 772	200 502
Operating Subsidy and Grants	237 560	243 238	392 310	149 072
Administrative Fees Earned	<u>27 500</u>	<u>28 900</u>	<u>15 799</u>	<u>(13 101)</u>
Total Operating Revenues	<u>449 920</u>	<u>477 128</u>	<u>810 499</u>	<u>333 371</u>
Operating Expenses				
Administrative	200 860	203 940	191 862	12 078
Tenant Services	2 500	1 850	2 240	(390)
Utilities	64 940	68 250	62 345	5 905
Maintenance	175 240	197 760	199 490	(1 730)
Extraordinary maintenance	7 500	7 180	14 272	(7 092)
General	26 690	26 200	36 328	(10 128)
Housing Assistance Payments	-	-	147 252	(147 252)
Housing Assistance Payments-Port In	-	-	181 113	(181 113)
Depreciation	<u>-</u>	<u>-</u>	<u>81 212</u>	<u>(81 212)</u>
Total Operating Expenses	<u>477 730</u>	<u>505 180</u>	<u>916 114</u>	<u>(410 934)</u>
Non-Operating Revenues				
Interest Income	<u>11 285</u>	<u>8 050</u>	<u>8 452</u>	<u>402</u>
Total Non-Operating Revenues	<u>11 285</u>	<u>8 050</u>	<u>8 452</u>	<u>402</u>
Capital Grants-HUD	<u>-</u>	<u>-</u>	<u>79 185</u>	<u>79 185</u>
Residual Receipts (Deficit)	<u>\$ (16 525)</u>	<u>\$ (20 002)</u>	<u>\$ (17 978)</u>	<u>\$ 2 024</u>

See the accompanying Independent Auditors' Report

SUPPLEMENTAL SCHEDULES

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

FINANCIAL DATA SCHEDULE
BALANCE SHEET
SEPTEMBER 30, 2016

Account Description	N/C SR Section 8 Programs H. 182	Low Rent H. 850a	Housing Choice Vouchers H. 871	CFP H. 872	97109 Disaster Housing Assistance Grant	TOTAL
Line Item #						
ASSETS:						
CURRENT ASSETS:						
Cash:						
111 Cash - unrestricted	1,045,986	248,133	32,921	-	-	1,327,040
112 Cash - restricted - modernization and development	-	-	-	-	-	-
113 Cash - other restricted	-	-	285	-	-	285
114 Cash - tenant security deposits	7,014	11,128	-	-	-	18,142
115 Cash - restricted for payment of current liability	-	-	-	-	-	-
100 Total cash	1,053,000	259,261	33,206	-	-	1,345,467
Accounts and notes receivables:						
121 Accounts receivable - PHA projects	-	-	344	-	-	344
122 Accounts receivable - HUD other projects	-	-	120	-	-	120
124 Accounts receivable - other government	-	-	-	-	-	-
125 Accounts receivable - miscellaneous	150	163	40	-	-	353
126 Accounts receivable - tenants - dwelling rents	23	-	-	-	-	23
126.1 Allowance for doubtful accounts - dwelling rents	(3)	-	-	-	-	(3)
126.2 Allowance for doubtful accounts - other	-	-	(72)	-	-	(72)
127 Notes, loans & mortgages receivable - current	-	-	-	-	-	-
128 Fraud recovery	1,453	-	-	-	-	1,453
128.1 Allowance for doubtful accounts - fraud	(872)	-	-	-	-	(872)
129 Accrued interest receivable	239	104	6	-	-	349
120 Total receivables, net of allowances for doubtful accounts	990	267	438	-	-	1,695
Current investments						
131 Investments - unrestricted	-	-	-	-	-	-
132 Investments - restricted	-	-	-	-	-	-
135 Investments - restricted for payment of current liability	-	-	-	-	-	-
142 Prepaid expenses and other assets	140	27	10	-	-	177
143 Inventories	5,580	5,475	-	-	-	11,055
143.1 Allowance for obsolete inventories	(558)	(548)	-	-	-	(1,106)
144 Interprogram - due from	-	198	-	-	1,000	1,198
145 Assets held for sale	-	-	-	-	-	-
146 Amounts to be provided	-	-	-	-	-	-
150 TOTAL CURRENT ASSETS	1,059,152	264,680	33,654	-	1,000	1,358,486
NONCURRENT ASSETS:						
Capital assets:						
161 Land	23,250	24,790	-	-	-	48,040
162 Buildings	1,035,126	2,505,390	-	79,185	-	3,619,701
163 Furniture, equipment & machinery - dwellings	2,156	151,385	-	-	-	153,541
164 Furniture, equipment & machinery - administration	53,400	173,852	-	-	-	227,252
165 Leasehold improvements	-	-	-	-	-	-
166 Accumulated depreciation	(986,164)	(2,579,697)	-	-	-	(3,565,861)
167 Construction in progress	2,034	-	-	-	-	2,034
168 Infrastructure	-	-	-	-	-	-
160 Total capital assets, net of accumulated depreciation	129,802	275,720	-	79,185	-	484,707
Other Non Current Assets						
171 Notes, loans & mortgages receivable - non current	-	-	-	-	-	-
172 Notes, loans & mortgages receivable - non current - past due	-	-	-	-	-	-
173 Grants Receivable - non current	-	-	-	-	-	-
174 Other assets	-	-	-	-	-	-
176 Investment in joint ventures	-	-	-	-	-	-
180 TOTAL NONCURRENT ASSETS	129,802	275,720	-	79,185	-	484,707
190 TOTAL ASSETS	1,188,954	540,400	33,654	79,185	1,000	1,843,193

See the accompanying Independent Auditors' Report

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

FINANCIAL DATA SCHEDULE
BALANCE SHEET
SEPTEMBER 30, 2016
(Continued)

Account Description	N/C/S/R Section 8 Programs M-182	Low Rent M-850a	Housing Choice Vouchers M-871	CFP M-872	97.109 Disaster Housing Assistance Grant	TOTAL
LIABILITIES AND EQUITY:						
LIABILITIES:						
Current Liabilities						
311	Bank overdraft	-	-	-	-	-
312	Accounts payable < 90 days	241	523	118	-	882
313	Accounts payable > 90 days past due	-	-	1,052	-	1,052
321	Accrued wage/payroll taxes payable	-	-	-	-	-
322	Accrued compensated absences - current portion	-	-	-	-	-
324	Accrued contingency liability	-	-	-	-	-
325	Accrued interest payable	-	-	-	-	-
331	Accounts payable - HUD PHA programs	-	-	-	-	-
332	Accounts Payable - PHA Projects	-	-	-	-	-
333	Accounts payable - other government	-	10,281	-	-	10,281
341	Tenant security deposits	7,014	11,128	-	-	18,142
342	Unearned revenues	284	8,049	-	-	8,333
343	Current portion of Long-Term debt - capital projects/mortgage revenue bonds	-	-	-	-	-
344	Current portion of Long-Term debt - operating borrowings	-	-	-	-	-
345	Other current liabilities	-	-	-	-	-
346	Accrued liabilities - other	-	38	-	-	38
347	Inter-program - due to	-	-	1,198	-	1,198
348	Loan Liability - current	-	-	-	-	-
10	TOTAL CURRENT LIABILITIES	7,539	30,019	2,368	-	39,926
Non Current Liabilities						
51	Long-term debt, net of current- capital projects/ mortgage revenue bonds	-	-	-	-	-
52	Long-term debt, net of current- operating borrowings	-	-	-	-	-
53	Noncurrent liabilities- other	-	-	-	-	-
54	Accrued Compensated Absences - non current	-	-	-	-	-
55	Loan Liability - non current	-	-	-	-	-
50	TOTAL NONCURRENT LIABILITIES	-	-	-	-	-
00	TOTAL LIABILITIES	7,539	30,019	2,368	-	39,926
EQUITY:						
8.1	Net Investment in Capital Assets	129,802	275,720	-	79,185	484,707
9.2	Fund balance reserved	-	-	-	-	-
1.2	Unreserved, designated fund balance	-	-	-	-	-
1.1	Restricted net position	-	-	285	1,000	1,285
2.1	Unrestricted net position	1,051,613	234,661	31,001	-	1,317,275
2.2	Undesignated fund balance/retained earnings	-	-	-	-	-
13	TOTAL EQUITY/NET POSITION	1,181,415	510,381	31,286	1,000	1,803,267
10	TOTAL LIABILITIES and EQUITY/NET POSITION	1,188,954	540,400	33,654	1,000	1,843,193

See the accompanying Independent Auditors' Report

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

**FINANCIAL DATA SCHEDULE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

Line Item #	Account Description	N/C/SR		Housing Choice Vouchers H.871	CFP H.872	97.109 Disaster Housing Assistance Grant	TOTAL
		Section 8 Programs H.862	Low Rent H.850a				
	REVENUE:						
70300	Net tenant rental revenue	53,995	140,623	-	-	-	194,618
70400	Tenant revenue - other	1,477	1,661	-	-	-	3,138
70500	Total tenant revenue	55,472	142,284	-	-	-	197,756
70600	HUD PHA operating grants	140,769	94,449	157,401	15,490	-	408,109
70610	Capital Grants	-	-	-	79,185	-	79,185
70710	Management fee	-	-	-	-	-	-
70720	Asset management fee	-	-	-	-	-	-
70730	Book keeping fee	-	-	-	-	-	-
70740	Front line service fee	-	-	-	-	-	-
70750	Other fees	-	-	-	-	-	-
70700	Total fee revenue	-	-	-	-	-	-
70800	Other government grants	-	-	-	-	-	-
71100	Investment income - unrestricted	6,958	1,286	208	-	-	8,452
71200	Mortgage interest income	-	-	-	-	-	-
71300	Proceeds from disposition of assets held for sale	-	-	-	-	-	-
71310	Cost of sale of assets	-	-	-	-	-	-
71400	Fraud recovery	4,753	50	-	-	-	4,803
71500	Other revenue	3,320	4,007	192,504	-	-	199,831
71600	Gain or loss on the sale of fixed assets	-	-	-	-	-	-
72000	Investment income - restricted	-	-	-	-	-	-
70000	TOTAL REVENUE	211,272	242,076	350,113	94,675	-	898,136
	EXPENSES:						
	Administrative						
91100	Administrative salaries	40,647	45,571	15,051	-	-	101,269
91200	Auditing fees	4,380	4,928	1,643	-	-	10,951
91300	Management fee	-	-	-	-	-	-
91310	Book keeping fee	-	-	-	-	-	-
91400	Advertising and marketing	10	1,803	-	-	-	1,813
91500	Employee benefit contributions- administrative	16,624	18,691	6,224	-	-	41,539
91600	Office expense	8,027	8,818	2,967	-	-	19,812
91700	Legal expenses	1,454	1,678	-	-	-	3,132
91800	Travel	89	159	147	-	-	395
91810	Allocated overhead	-	-	-	-	-	-
91900	Other administrative	4,887	5,916	2,148	-	-	12,951
91000	Subtotal	76,118	87,564	28,180	-	-	191,862
92000	Asset management fee	-	-	-	-	-	-
	Tenant services						
92100	Tenant services - salaries	-	-	-	-	-	-
92200	Relocation costs	719	-	-	-	-	719
92300	Employee benefit contributions-tenant services	-	-	-	-	-	-
92400	Tenant services - other	398	1,123	-	-	-	1,521
92500	Subtotal	1,117	1,123	-	-	-	2,240
	Utilities						
93100	Water	9,802	12,699	-	-	-	22,501
93200	Electricity	1,233	3,927	-	-	-	5,160
93300	Gas	-	1,071	-	-	-	1,071
93400	Fuel	-	-	-	-	-	-
93500	Labor	-	-	-	-	-	-
93600	Sewer	13,494	20,119	-	-	-	33,613
93700	Employee benefit contributions- utilities	-	-	-	-	-	-
93800	Other utilities expense	-	-	-	-	-	-
93000	Subtotal	24,529	37,816	-	-	-	62,345

See the accompanying Independent Auditors' Report

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

**FINANCIAL DATA SCHEDULE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Continued)**

Account Description		N/C SR Section 8 Programs H.872	Low Rent H.850a	Housing Choice Vouchers H.871	CFP H.872	97.109 Disaster Housing Assistance Grant	TOTAL
Ordinary maintenance & operation							
94100	Ordinary maintenance and operations - labor	34,905	34,798	-	-	-	69,703
94200	Ordinary maintenance and operations - materials & other	23,794	24,306	-	-	-	48,100
94300-010	Garbage and trash removal contracts	6,990	10,244	-	-	-	17,234
94300-020	Heating and cooling contracts	4,295	-	-	-	-	4,295
94300-030	Snow removal contracts	-	-	-	-	-	-
94300-040	Elevator maintenance contracts	-	-	-	-	-	-
94300-050	Landscape and grounds contracts	5,240	9,830	-	-	-	15,070
94300-060	Unit turnaround contracts	-	300	-	-	-	300
94300-070	Electrical contracts	-	675	-	-	-	675
94300-080	Plumbing contracts	264	4,210	-	-	-	4,474
94300-090	Extermination contracts	3,158	3,962	-	-	-	7,120
94300-100	Janitorial contracts	-	470	-	-	-	470
94300-110	Routine maintenance contracts	-	108	-	-	-	108
94300-120	Miscellaneous contracts	2,710	3,600	-	-	-	6,310
94300	Total ordinary maintenance and operations - contract costs	22,657	33,399	-	-	-	56,056
94500	Employee benefit contributions- ordinary maintenance	12,731	12,900	-	-	-	25,631
94000	Subtotal	94,087	105,403	-	-	-	199,490
Protective services							
95100	Protective services - labor	-	-	-	-	-	-
95200	Protective services- other contract costs	-	-	-	-	-	-
95300	Protective services - other	-	-	-	-	-	-
95500	Employee benefit contributions- protective services	-	-	-	-	-	-
95000	Subtotal	-	-	-	-	-	-
General expenses							
96110	Property insurance	3,969	5,304	-	-	-	9,273
96120	Liability insurance	73	124	-	-	-	197
96130	Workman's compensation	1,656	1,743	339	-	-	3,738
96140	All other insurance	-	796	82	-	-	878
96100	Total Insurance premiums	5,698	7,967	421	-	-	14,086
96200	Other General Expenses	-	-	93	-	-	93
96210	Compensated absences	4,333	5,074	1,430	-	-	10,837
96300	Payments in lieu of taxes	-	10,281	-	-	-	10,281
96400	Bad debt - tenant rents	961	(2)	72	-	-	1,031
96500	Bad debt- mortgages	-	-	-	-	-	-
96600	Bad debt - other	-	-	-	-	-	-
96800	Severance expense	-	-	-	-	-	-
	Subtotal	10,992	23,320	2,016	-	-	36,328
96710	Interest of mortgage (or bonds) payable	-	-	-	-	-	-
96720	Interest on notes payable (short or long term)	-	-	-	-	-	-
96730	Amortization of bond issue costs	-	-	-	-	-	-
96700	Total interest expense and amortization cost	-	-	-	-	-	-
96900	TOTAL OPERATING EXPENSES	206,843	255,226	30,196	-	-	492,265
97000	EXCESS OPERATING REVENUE OVER OPERATING EXPENSES	4,429	(13,150)	319,917	94,675	-	405,871

See the accompanying Independent Auditors' Report

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

FINANCIAL DATA SCHEDULE
 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
 FOR THE YEAR ENDED SEPTEMBER 30, 2016
 (Continued)

Account Description	NCSR		Housing Choice Vouchers H.871	CFP H.872	97.109 Disaster Housing Assistance Grant	TOTAL
	Section 8 Programs H.82	Low Rent H.850a				
97100	Extraordinary maintenance	7,099	7,173	-	-	14,272
97200	Casualty losses - non-capitalized	-	-	-	-	-
97300-010	Mainstream	-	-	-	-	-
97300-020	Home-Ownership	-	-	17,542	-	17,542
97300-025	Litigation	-	-	-	-	-
97300-030	Hope VI - Section 8	-	-	-	-	-
97300-035	Moving to work	-	-	-	-	-
97300-040	Tenant Protection	-	-	-	-	-
97300-041	Portability - out	-	-	930	-	930
97300-050	All other	-	-	128,780	-	128,780
97300	Housing assistance payments	-	-	-	-	-
97350	HAP portability in	-	-	181,113	-	181,113
97400	Depreciation expense	23,114	58,098	-	-	81,212
97500	Fraud losses	-	-	-	-	-
97600	Capital outlays- governmental funds	-	-	-	-	-
97700	Debt principal payment- governmental funds	-	-	-	-	-
97800	Dwelling units rent expense	-	-	-	-	-
90000	TOTAL EXPENSES	237,056	320,497	358,561	-	916,114
	OTHER FINANCING SOURCES (USES)					
10010	Operating transfers in	-	15,490	-	-	15,490
10020	Operating transfers out	-	-	-	(15,490)	(15,490)
10030	Operating transfers from/to primary government	-	-	-	-	-
10040	Prior Period Adjustments, Equity/Net Assets	-	-	-	-	-
10050	Proceeds from notes, loans and bonds	-	-	-	-	-
10060	Proceeds from property sales	-	-	-	-	-
10070	Extraordinary Items (net gain/loss)	-	-	-	-	-
10080	Special Items (net gain/loss)	-	-	-	-	-
10091	Inter project excess cash transfer in	-	-	-	-	-
10092	Inter project excess cash transfer out	-	-	-	-	-
10093	Transfers between program and project - in	-	-	-	-	-
10094	Transfers between program and project - out	-	-	-	-	-
10100	TOTAL OTHER FINANCING SOURCES (USES)	-	15,490	-	(15,490)	-
1000	EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES	(25,784)	(62,931)	(8,448)	79,185	(17,978)

See the accompanying Independent Auditors' Report

HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

FINANCIAL DATA SCHEDULE
 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
 FOR THE YEAR ENDED SEPTEMBER 30, 2016
 (Continued)

Account Description	N/CSR	Low Rent	Housing Choice	CFP	97.109 Disaster	TOTAL
	Section 8 Programs					
	H.182	H.850a	H.871	H.872		
MEMO account information						
11020	Required annual debt principal payments	-	-	-	-	-
11030	Beginning equity	1,207,199	572,037	39,734	1,275	1,821,245
11040	Prior period adjustments, equity transfers and correction of errors	-	1,275	-	(1,275)	-
11050	Changes in compensated absence liability balance (in the GLTDAG)	-	-	-	-	-
11060	Changes in contingent liability balance (in the GLTDAG)	-	-	-	-	-
11070	Changes in unrecognized pension transition liability (in the GLTDAG)	-	-	-	-	-
11080	Changes in special term/severance benefits liability (in the GLTDAG)	-	-	-	-	-
11090	Changes in allowance for doubtful accounts - dwelling rents	-	-	-	-	-
11100	Changes in allowance for doubtful accounts - other	-	-	-	-	-
11170	Administrative fee equity	-	-	31,001	-	31,001
11180	Housing assistance payments equity	-	-	285	-	285
11190	Unit months available	360	600	264	-	1,224
11210	Number of unit months leased	347	599	258	-	1,204
11270	Excess cash	-	208,438	-	-	208,438
11610	Land purchases	-	-	-	-	-
11620	Building purchases	2,987	-	-	79,185	82,172
11630	Furniture and equipment - dwelling purchases	-	-	-	-	-
11640	Furniture and equipment - administrative purchases	-	32,215	-	-	32,215
11650	Leasehold improvement purchases	-	-	-	-	-
11660	Infrastructure purchases	-	-	-	-	-
13510	CFPP debt service payments	-	-	-	-	-
13901	Replacement housing factor funds	-	-	-	-	-



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 4B

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:

- October 25 – NXP Luncheon for STEM students
- October 26 –
 - FCI Quarterly Community Meeting
 - CAC 25th Anniversary Celebration: ED Terry Beattie & Sumai Lokumbe



- October 27
 - BEST Monthly Breakfast
 - Texas Lyceum meeting
- October 30 – Ribbon Cutting at Fresenius Kidney Care East Facility with 16 treatment spots AND ability for home dialysis



- October 31 – Trick Treat Trail from 5-8 pm at Fisherman’s Park
- November 1
 - Dedication of Bastrop County ESD #2, Fire Station No. 4



- November Chamber Luncheon
 - American Planning Association Conference in Frisco
 - City of Bastrop received “Planning Excellence Recognition”
- November 6 – Girl Scout Troop toured City Hall



- November 7 – Field Trip to Marble Falls Housing Authority

My Mayor’s report was turned in on November 8, the meetings/events I plan to attend between now and the Council meeting include:

- November 9 – First Annual Board and Commission Appreciation Banquet
- November 10
 - KVET Radio Show
 - A Whittled History of Bastrop County and Beyond
 - Cruise In Classic Car Show
- November 11
 - Veterans Ceremony and Car Show
 - Red, White and Blue Veterans Banquet
- November 13 – Ribbon cutting Strategic Capital
- November 14 – City Council

Upcoming events:

- November 15 – New Republic Studio
- November 16 and 17 – TML Economic Development Conference
- November 20
 - Ribbon Cutting Brown Hearing Centers
 - BEDC Monthly Meeting
- November 21 - Ribbon Cutting for Visit Bastrop
- November 23 – Happy Thanksgiving!
- November 28 – City Council Meeting



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 4C

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: November 14, 2017

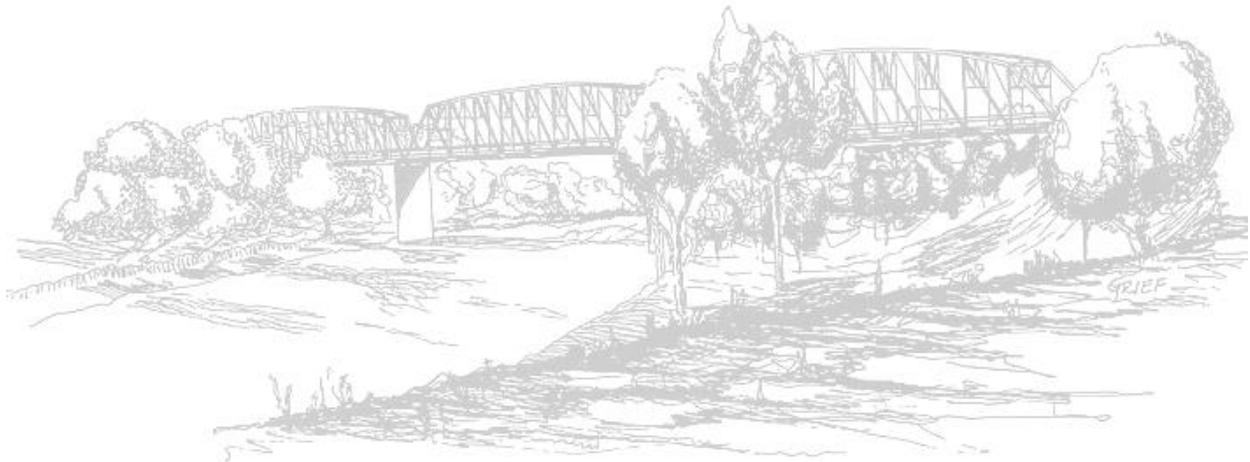
AGENDA ITEM: 4D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 4E

TITLE:

Incoming Associate Judge Blas Coy

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of Official Documents
- Welcome by Council
- Comments by Associate Judge Blas Coy

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

RECOMMENDATION:

N/A

ATTACHMENTS:

- Oath of Office



City of Bastrop

OATH OF OFFICE

I, **Blas Coy**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Associate Judge**, of the City of Bastrop, Texas, and will to the best of my ability preserve, protect, and defend the Constitution, laws and ordinances of the United States, of this State, and of this City, so help me God.

SWORN TO and Subscribed before me by on this 10th day of October, 2017.

Signature of Person Administering Oath

(Seal)

Printed Name

Notary Public, State of Texas



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 4F

TITLE:

Incoming Associate Judge Charles Carver

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of Official Documents
- Welcome by Council
- Comments by Associate Judge Charles Carver

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

RECOMMENDATION:

N/A

ATTACHMENTS:

- Oath of Office



City of Bastrop

OATH OF OFFICE

I, **Charles Carver**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Associate Judge**, of the City of Bastrop, Texas, and will to the best of my ability preserve, protect, and defend the Constitution, laws and ordinances of the United States, of this State, and of this City, so help me God.

SWORN TO and Subscribed before me by on this 10th day of October, 2017.

Signature of Person Administering Oath

(Seal)

Printed Name

Notary Public, State of Texas



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 5A

TITLE:

Receive Update on Convention Center Policies and Rates Streamlining Use for Non-Peak Hours.

STAFF REPRESENTATIVE:

Kathy Danielson, Director of Convention Center

BACKGROUND/HISTORY:

The Convention Center has been in operation for approximately 6½ years. Policy and procedures, along with rental pricing, were established prior to the opening of the Center. Recently, the City has formed the Hospitality and Downtown Department, which encompasses the Convention Center, Main Street Program, and Multi-Media Department. A new customer service approach has been established to increase local business and non-profit use of the Center. Existing policies and procedures were reviewed and updated to allow for a more streamlined and effortless booking experience. Meeting packages were created for Monday-Thursday non-peak hours, giving a one stop shopping option to local businesses and non-profits. These new options will hopefully encourage more local use, adding additional revenue to the Center. A wedding package was created to offer the same level of customer service and one stop shopping for brides and wedding planners. Staff is already working with Visit Bastrop's sales team to focus long term on conventions and meetings and allow flexible pricing and booking structure for events with a strong economic impact on Bastrop.

These packages were debuted on Friday, October 27th at the B.E.S.T. Breakfast. Staff will be pushing them out through local media sources, website, and social media in the coming weeks. These policies go into effect on January 1st, 2018.

ATTACHMENTS:

- 1. New streamlined Policy and Procedures**
- 2. New Meeting Packages**
- 3. New Wedding Package**



Thank you for utilizing the Bastrop Convention & Exhibit Center for your event. The Center is committed to serving our community and guest by focusing on exceptional customer service and true small town Texas hospitality.

Below you will find our current policies and procedures to help guide your event planning process. Please do not hesitate to contact us if you have any questions. Communication is paramount to us and we will do our best to communicate the reasoning behind the policies, and adjust as necessary to ensure your continued usage of the Bastrop Convention & Exhibit Center for future events.

1. The Center is open by appointment only. Phone inquiries may be made Monday through Friday from 8 a.m. to 5 p.m.
2. No animals other than service animals are permitted at the Center without prior written consent from the Executive Director.
3. Automobiles are not permitted inside the Center without prior written consent from the Executive Director.
4. Reservations for events less than twelve (12) months out are done on a first come first serve basis.
5. Event hours and event days are subject to availability and the approval of the Executive Director.
6. Reservations are only considered complete with payment of agreed upon security deposit and executed rental agreement.
7. Security Deposit may be required depending on size and scope of event.
8. The Center offers several rental packages. Please refer to your rental agreement for details regarding booked hours, set up, tear down, staffing and event layout. Layouts are due 15 days before your event to ensure accurate room set-up.
9. Center staff will set up your event based on the agreed upon setup in your rental agreement.
10. Staff will be present during your event but will not be available to assist in tasks such as decorating or bussing tables.
11. Clients must follow all applicable local, state and federal laws concerning the sale, distribution, consumption of alcohol. B.Y.O.B is not allowed. Alcohol is not allowed at events that honor a minor.
12. The Executive Director may require you to pay for security or medical personnel at your expense depending on the nature and size of your event.
13. The Executive Director may require you to provide insurance listing the City of Bastrop as an additional insurer depending on the nature and size of your event.
14. Decorations:
 - a. No banners, flyers, posters or signs may be distributed on BCEC property, unless approved by the Executive Director.
 - b. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked or driven into any portion of the BCEC, whether inside or out, or affixed to the Center in such a

Initials

way that causes any changes, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the Director. Outdoor signs and banners must be preapproved by BCEC before installation.

- c. All decorative materials must be flame proof or enclosed in a flame proof container.
 - d. No fog machines or bubble machines allowed indoors.
 - e. Fire exits, exit signs and air system inlets or outlets must remain accessible and visible always.
15. Depending upon your rental agreement, outside catering is allowed. The Center does not have an approved list of caterers; however, all caterers must obtain the necessary health permits, and sign a separate agreement and provide an additional security deposit for use of the Center's facilities 15 days prior to your event. Caterers must also have an applicable sales tax ID Number.
 16. Clients shall leave the Center and the parking lot in the same condition as when the Client began their rental agreement.
 17. Center staff, including management, police officers, fire department and other City staff may enter the facility at any time during a client's rental period.
 18. Special requests for electrical, AV, telephone or internet service must be specified on the rental agreement. Additional charges may apply for larger events.
 19. Public Safety is paramount, therefore all clients must adhere to the City of Bastrop occupancy requirements and any applicable local, state and federal laws.
 20. If your rental agreement requires set up not specified in the Center's options, a diagram or floor plan must be presented 15 days in advance of your event or meeting.
 21. Since the Center is open by appointment only, Clients may not ship or store items at the facility without permission from the Executive Director.
 22. The Center reserves the right to book more than one event at a time, unless otherwise specified in the rental agreement.
 23. It is the Client's responsibility to ensure all applicable sales and or music license fees are collected by the client's vendors. The Center may ask the Client to provide sales tax ID Numbers or music licenses.
 24. The Center is a smoke free facility.
 25. Clients are responsible for their own ticket sales.
 26. Clients may not sublease the facility for any duration of their rental agreement.
 27. The Executive Director and the City of Bastrop reserve the right to deny a rental agreement based on previous rental history.
 28. FORCE MAJEURE If (a) the BCEC or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in the rental agreement, or (b) if the use of the leased premises by the Client is prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Center, then the lease will terminate. Center shall not be liable or responsible to the Client for any damages caused thereby and Client waives any claim against Center and or City for damages by reason of such termination except that any unearned portion of the rent due shall abate, or if previously paid, shall be refunded by Center to Lessee.
 29. INDEMINFICATION To the fullest extent permitted under the Constitution and the laws of the State of Texas, Lessee shall indemnify, hold harmless, and defend the Center and the City, and their affiliates, agents, officers and employees, from and against all claims, demands, costs or expenses for loss, damage, or injury, including attorneys fees, whether incurred during the investigation or defense of a

Initials

claim, or for bodily or personal injury, sickness, disease, death, or injury to or destruction of personal property, including the loss of use, in whole or in part, which arises out of or is related to the Lessee's use of the Center, the performance of the Client, or Clients' activities at the Center and Client's negligence, gross negligence, intentional acts, or omissions, or by anyone else's negligence, gross negligence, intentional acts, or omissions, who is directly or indirectly employed by or working at the direction of the Client, participating in an event of the Lessee or acting in concert with the Client. Such acts include, but are not limited to: (1) a failure of the Lessee, or any of its employees, participants, or agents, to perform in accord with this Agreement and the Policies and Procedures; (2) any injury, loss or damage, whether to person or property, occurring as a result of, or arising out of, the Client's event; (3) a failure of the Lessee, or its employees, participants, or agents to comply with any law(s) of any governmental authority; (4) any third party agreement(s) or contract(s) to provide goods or services for the direct or indirect benefit of the Client or a customer of the Lessee; or (5) any other circumstance or condition that does not arise out of or result from the gross negligence and/or willful misconduct of the City or the Center, or their agents, servants or employees.

Business/Party Name _____ Contact Person _____

Mailing Address _____

Email Address _____ Contact Phone _____

Date of Event _____ Package Selected _____

Deposit Amount _____ Date Paid _____

- Items due prior to Event Date

Rental Payment Due: 60 days

Insurance Due: 15 days

Layout Due: 15 days

Caterer Info Due: 15 days

Initials

THE CITY OF BASTROP, TEXAS CONVENTION & EXHIBIT CENTER

BUSINESS MEETING PACKAGES



4 HOURS | MONDAYS - THURSDAYS
NON-PEAK HOUR PRICING

RENTAL INCLUDES

- Meeting Room Facility
- Tables & Chairs
- Tablecloths & Centerpieces
- Audio/Visual Package
- Podium & Microphone
- Water Service

\$175
UP TO 25
PEOPLE

\$265
UP TO 50
PEOPLE

\$525
UP TO 100
PEOPLE



ADDITIONAL ADD-ONS

COFFEE SERVICE
\$1.50 per person

BEVERAGE ASSORTMENT
\$2.50 each

CONTINENTAL BREAKFAST
Served with Coffee, Hot Tea, Juice Assort. & Bottled Water. Fresh Bagels, Muffins, Pastries. Accompanied by Cream Cheese and Jam Assortment.
\$18.55 per person

BAKED POTATO BAR
Texas Size Potato with Prime Chop Brisket or Chopped Smoked Turkey, Butter, Shredded Cheese, Sour Cream, Sliced Green Onions, Fresh Baked Brownie, Iced Tea or Bottled Water.
\$17.25 per person

GRILLED CHICKEN
Grilled Marinated Chicken Breast, Basmati Rice, In-Season Vegetable, Roll and Butter, Spring Mix Garden Salad with Ranch or Vinaigrette, Fresh Baked Cookie or Banana Pudding, Iced Tea and Bottled Water.
\$20.45 per person

SNACK BREAK
Assortment of Pretzels, Granola Bars, Trail Mix and Fresh Fruit.
\$8.95 per person

BREAKFAST TACOS (2)
Served with Coffee, Hot Tea, Juice Assort. or Bottled Water; Fresh Pico De Gallo & Salsa; Choice of Brisket, Egg, Potato, & Cheese; Potato, Egg & Cheese; Bacon, Potato, Egg & Cheese; or Sausage, Potato, Egg & Cheese.
\$16.00 per person

BOX LUNCH
Smoked Turkey Breast Sandwich served on a Ciabatta Bun with Tomato, Lettuce and Pickle Spear, Chips, Fresh Baked Cookie, Canned Soft Drink Assortment and Apple.
\$14.70 per person

BBQ PLATE
Choice of 2 meats and 2 sides, Pickles, Onions, Jalapenos, BBQ and Hot Sauce, Fresh Rolls, Fresh Baked Cookie, Iced Tea or Bottled Water. Meat Choices: USDA Prime Brisket, Elgin Beef Sausage, Pork Ribs, Smoked Turkey Breast, Fresh BBQ Chicken; Side Choices: Potato Salad, Cole Slaw, Beans, Corn on the Cob.
\$21.10 per person

FOR BOOKING INFORMATION
CALL (512)332-8981
BASTROPCONVENTIONCENTER.COM
1408 CHESTNUT ST., BASTROP



*Love is in the air in
Beautiful Bastrop!*

CONVENTION & EXHIBIT CENTER

WEDDING RECEPTION PACKAGE

- * 8am - Midnight
- * Up to 150 Guests
- * Ballrooms A & B
- * Bridal Room
- * Catering Kitchen
- * Banquet Tables
- * White Chairs
- * A/V Package
- * Stage
- * Dance Floor
- * Serving Bar
- * Uplighting
- * Security
- * Free Parking

TOTAL RENTAL - \$2,500*

* Plus \$500 Deposit | Does not include insurance
Outdoor Ceremony Pavillon Available for Additional \$300

**For Booking Information,
Call (512)332-8984**

**1408 Chestnut St., Bastrop, TX 78602
bastropconventioncenter.com**





STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 5B

TITLE:

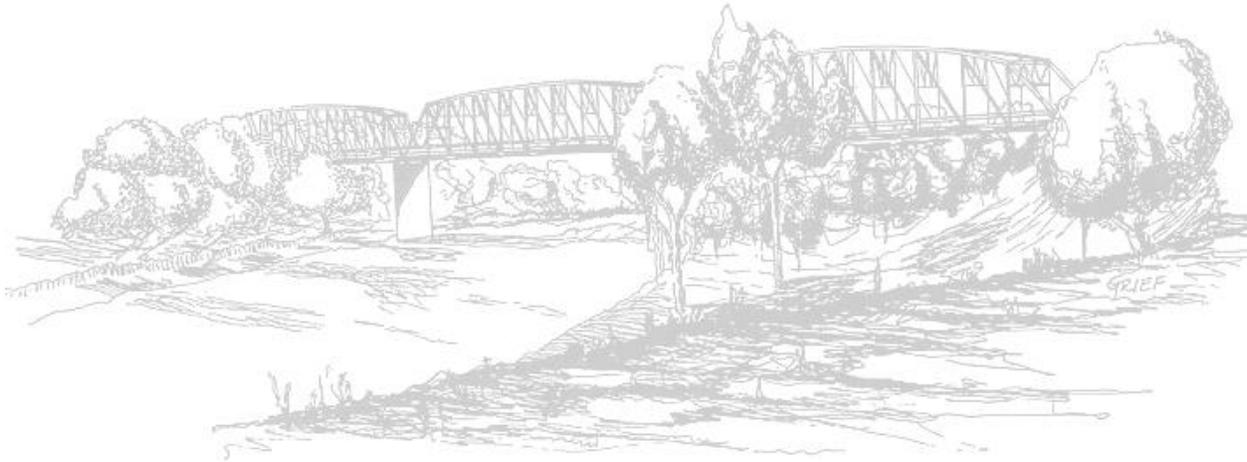
Receive presentation on proposed update to Subdivision ordinance.

STAFF REPRESENTATIVE:

Dave Gattis, Interim Planning Director

ATTACHMENTS:

PowerPoint Presentation



Subdivision Ordinance Updates

City Council

November 14, 2017



Why Update the Subdivision Ordinance?

- Much of the Ordinance dates to 2000 (some back to 1999). As it was amended (most notably in 2004 and 2008), the Ordinance is disjointed and doesn't flow well. Latest update was in 2008
- Ordinance is duplicative in places, weak in policy standards



Why Update the Subdivision Ordinance? Cont.

- Subdivision is a ministerial process, you cannot deny a plat unless it specifically does not meet one of our standards.
 - Important to include all standards that we want
 - We can't arbitrarily require design or infrastructure that is not included in Ordinance



Process Issues

- Customer service is goal, no unreasonable delays
- Some timelines in Ordinance violate State law
 - (e.g. 45 day review in Sec. 4.10.4 violates State law requirement of maximum of 30 days (LGC §212.009(a) and (b))
- Requirement for approval by City Council adds an additional month to the process
- Confusion over type of process (standard, short-form or administrative) required
 - Applicant often submits wrong format



Design Issues

- Design standards in current Ordinance are weak and vague
- Perpetuates suburban development model and sprawl from the 1960s through 1980s
- Does not promote unique feel of Bastrop or preserve rural, small-town character
- Does not promote environmentally-sustainable, low impact development



Proposed Update Strategy and Schedule

- Divides Ordinance into thirds:
 - Policies, Procedures, etc.
 - Tree preservation, Park dedication, Street design, Lots and Blocks
 - Drainage design, Water and Sewer, Electrical, Street lights and other utilities, Street trees
- Schedule
 - P&Z work session - 10/26
 - City Council work session – 11/4 (tonight)
 - Part 2 P&Z work session – 11/30
 - Part 2 City Council work session – 12/12
 - Part 3/total ordinance – P&Z Special meeting - 1/4/18
 - Part 3/Total ordinance – City Council work session – 1/9/18
 - Recommendation by P&Z – 1/25/18
 - Action by City Council – 2/13 and 2/27/18
- Review draft will be sent to you (and to public stakeholders) after review by City Attorney



General Changes Proposed

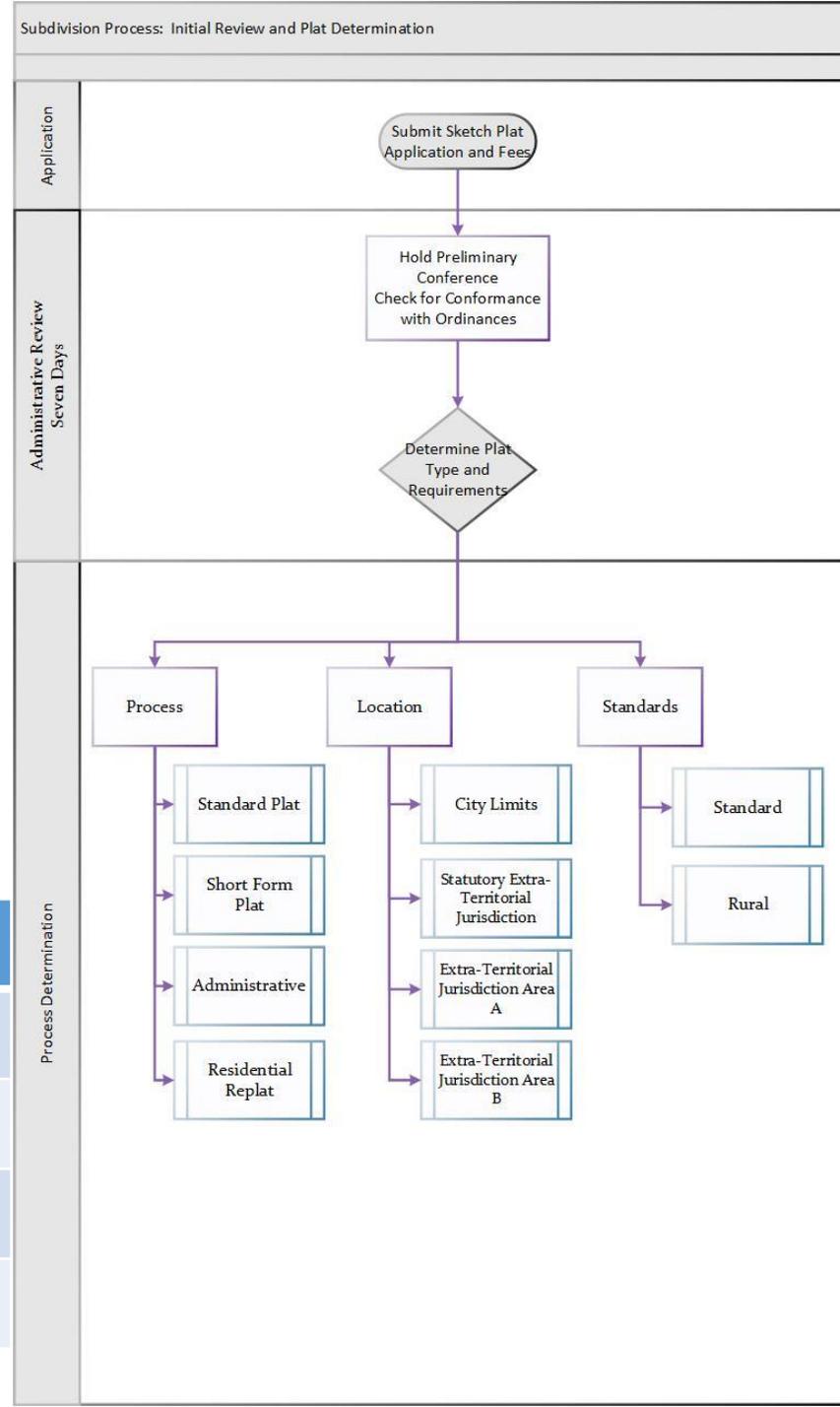
- Order of Ordinance revised to create logical flow
- Policies, standards, definitions and submittal requirements strengthened
- Approval authority delegated to Planning and Zoning Commission, as allowed by State law
 - Plats will no longer go to City Council



New Sketch Plat Step

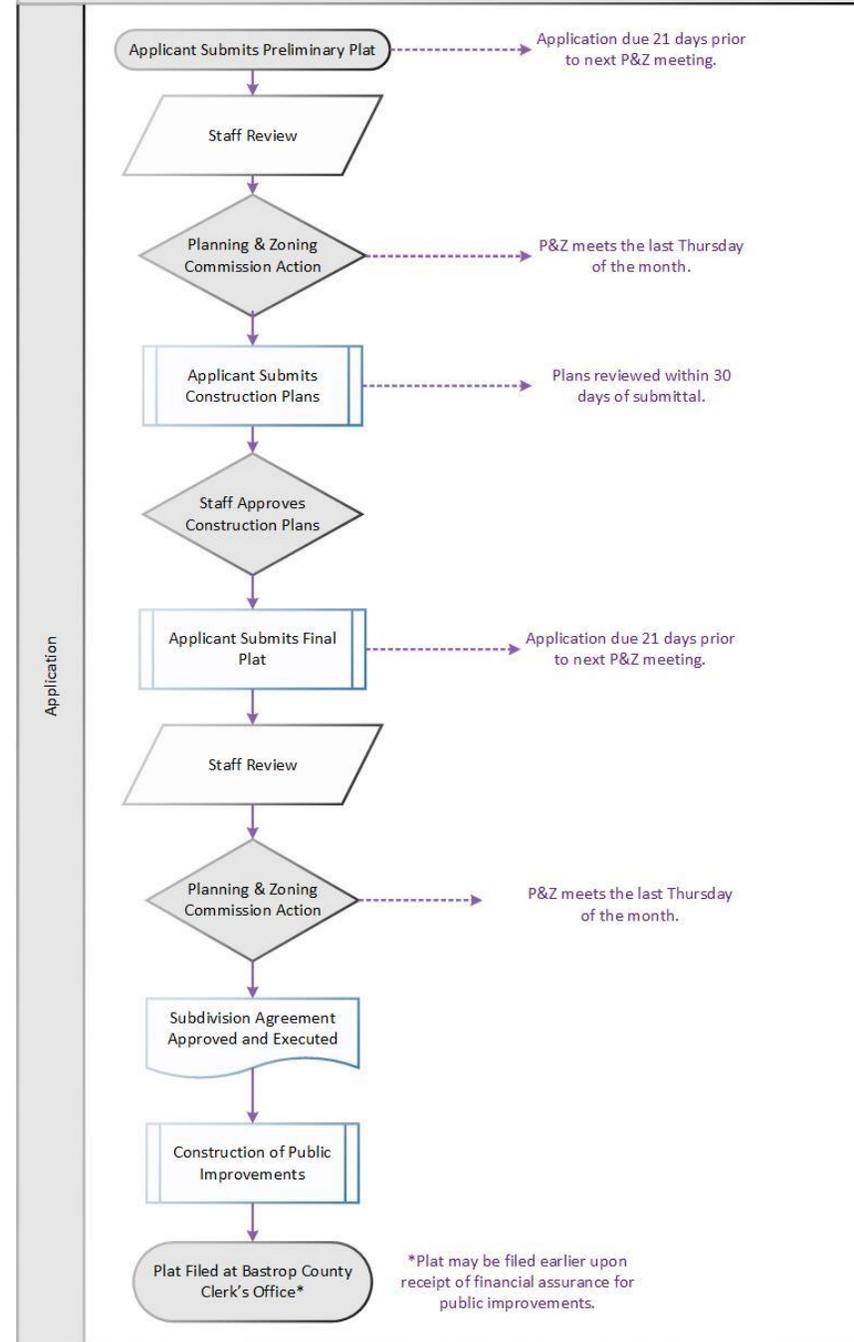
- Requires early submittal of Sketch Plat for review by staff
- Staff will identify potential problems and/or opportunities
- Staff will designate the process, location, and applicable design standards

Processes	Locations	Design Standards
Standard	In City	City
Short Form	In Statutory ETJ	Rural
Administrative	In Voluntary ETJ-A	
Residential replat	In Voluntary ETJ-B	



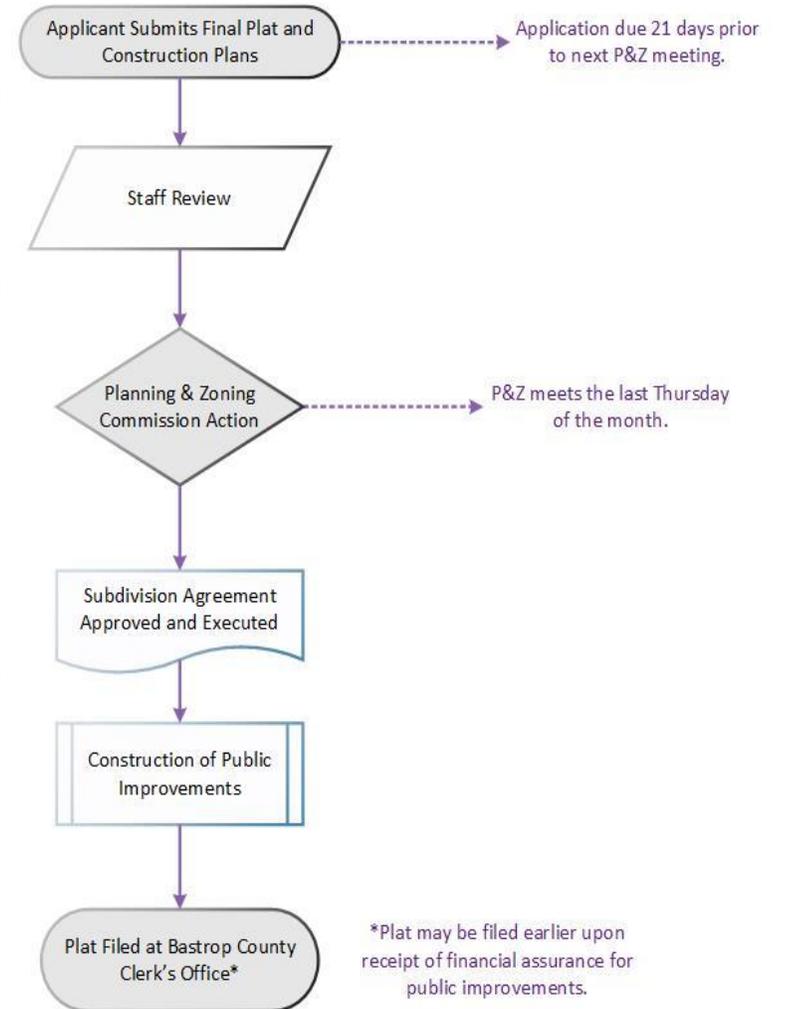
Standard Review Process

- Similar to existing process
 - Preliminary Plat
 - Final Plat
- No longer goes to City Council



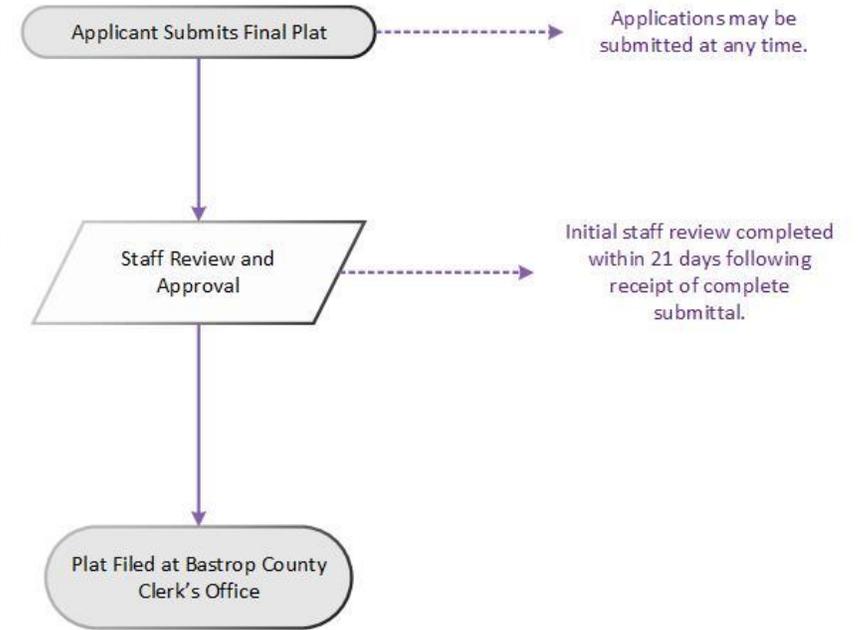
Short Form Review Process

- Similar to existing process
 - Final Plat
- No longer goes to City Council



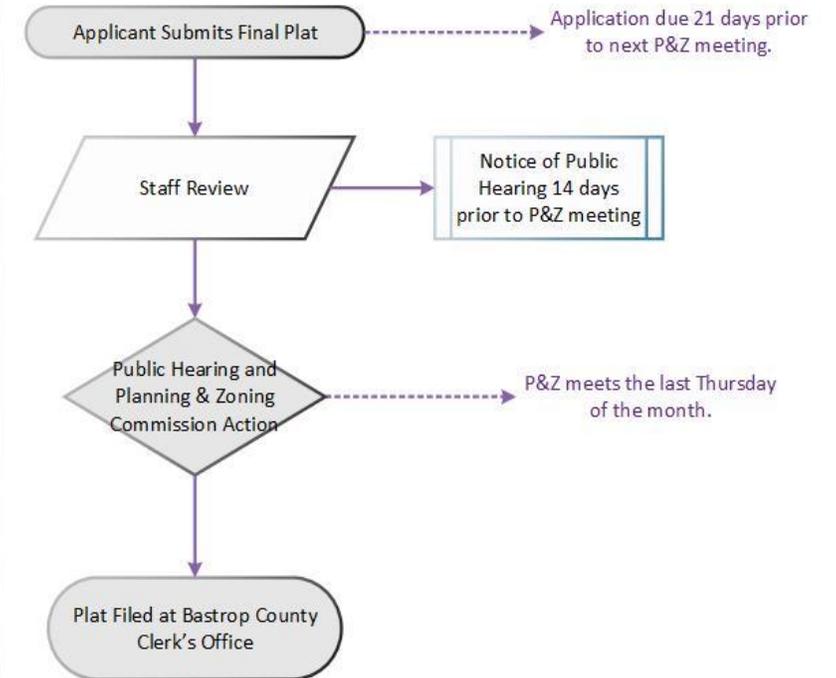
Administrative Review Process

- Four lots or less, no new right-of-way, easements or infrastructure
- Approved by staff



Residential Replat Review Process

- Replats of residential subdivisions that create additional or smaller lots
- Requires public notification to property owners within 200 feet
- Public hearing before P&Z



Form and Content

- Stronger standards for form and content of
 - Sketch Plats
 - Preliminary Plats
 - Final Plats
- Stronger standards for Engineering plans
 - Drainage, Lot Grading
 - Streets
 - Water and sewer
 - Monumentation
 - Erosion and sediment control



Developer's Agreement, Financial Assurance

- New and stronger requirements for Developer's Agreements
 - Requirements to build infrastructure in timely manner
 - Performance, Payment and Maintenance Bonds
 - Construction Contracts and Inspections
- Build or Bond Process
 - Allow developer to build infrastructure first, then file final plat upon completion, or
 - File Final Plat with financial assurance, then allow developer to build infrastructure



Questions?





STAFF REPORT

MEETING DATE: November, 14 2017

AGENDA ITEM: 6A

TITLE:

Hear an update on the status of the Boys & Girls Club property in Bob Bryant Park and seek direction regarding extension of original agreement dated November 29, 2005.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

The City entered into an agreement with the Boys and Girls Club of Bastrop, Texas on November 29, 2005, for the purpose of granting the Club certain limited access easement rights over and across a one acre tract of the City owned municipal park land for the purpose of erecting a Boys and Girls Club Facility. This agreement required the Boys and Girls Club to be in construction by December 31, 2015, or to provide written documentation demonstrating that the Club has raised \$300,000.00 in contributions and donations by December 31, 2012. If the fiscal requirements had been met by December 31, 2017, the City would have granted an additional five years from December 31st of the seventh year, which would have extended the contract to December 31, 2017.

The Boys and Girls Club approached the City of Bastrop in June 2015 and requested a five-year extension to the original agreement. However, in the November 10, 2015 Bastrop City Council meeting, the City Manager requested some direction from the City Council and no action was taken; although the consensus was to bring it back in 2017, since it was the last year referenced in the contract.

The Boys and Girls Club did not meet the Agreement terms, and have not made a formal request in writing for an extension of the timeline. The approved Agreement required the Boys & Girls Club to pay taxes on the property, **which they are continuing to pay**. Nevertheless, the Club is not ready to make a formal request to the Council.

POLICY EXPLANATION:

Staff is seeking direction regarding this outstanding agreement. It would be Staff's recommendation that the City of Bastrop formalize an agreement with the Boys and Girls Club, as requested by the Club in 2015, that would extend the original agreement until 2020. If no progress has been made at that time, which would be 15 years after the original agreement was executed, then the park would be allowed to remain green space until a time when other recreational opportunities can be recognized.

FUNDING SOURCE:

There is no funding required at this time.

RECOMMENDATION:

Hear an update on the status of the Boys & Girls Club property in Bob Bryant Park and seek direction regarding extension of original agreement dated November 29, 2005.

ATTACHMENT:

- Page 7 of the City Manager's Report from the November 10, 2015 City Council Meeting.

November 2, 2015 for over two (2) hours and we're very close to wrapping up our negotiations. I anticipate that I will have a "Proposal" for consideration by the Council in the very near future.

- L. Discussion and Review of the Boys and Girls Club Agreement: At the June 23, 2015 City Council meeting, the Boys & Girls Club provided the Council with a brief special Presentation related to a request for an "Agreement" with the City of Bastrop, Texas and the Boys and Girls Club of Texas [the 'Agreement']. A representative from the Boys & Girls Club met with me, this past week, inquiring as whether the Council had made any specific decisions regarding providing an extension of the Agreement, based upon their June 23rd presentation. [Attached as "**Exhibit D**" is copy of their June 23, 2015 presentation and copy of the June 23, 2015 minutes.] I advised the Boys & Girls Club representative that, to my knowledge, no specific response/decision has been reached/made by the City Council regarding their June 23, 2015 presentation. The Council asked me to up with a Plan "B" regarding the Bastrop Shelter Grant that would include the Boys & Girls Club some sort of use of this facility. The City is currently working on a potential joint effort with the Austin YMCA regarding using the Shelter Grant Funds as the City's contribution to the YMCA for construction of a YMCA facility in Bastrop. This joint venture involves many issues and it isn't yet a certainty that the City & YMCA can put together a program where the YMCA will construct a facility in Bastrop. As a "back-up plan" the Council directed that I come up with a Plan B for utilization of the Shelter Funds by the having the City construct a facility that will use the grant funds and include an emergency shelter facility. Plan B calls for what I consider to be a "Flex Activity Center/Structure". One of the locations for the "Flex/Activity Center/Structure" under consideration was the site at Bob Bryant Park. If this was where the facility would be located, one of the suggested uses of the facility was structuring a 'time slot' during which the facility could/would be used by the Boy's Girls Club. The representative asked that if it happens that the YMCA builds a facility or the City construct its own flex/shelter building in a location other than Bob Bryant Park, was the Council considering an extension to their Agreement with the City. I advised the Boys & Girls Club that I was not in position to answer that question, but that I would raise the issue with the Council on Tuesday evening. That is the purpose of this note in my report. Please advise if you desire that I provide any response to the Boys & Girls Club on this question, at this time.

- M. Update on the Chestnut Street Fire Station Façade Renovation: After October 1st when the City of Bastrop started the new fiscal year, I had asked that the Director of Public Works to move forward on getting the façade replaced on the Chestnut Street Fire Station done. [The 'Project']. The Director began evaluating various products and contractors, and has found the very product and contractor required for the Project [See "**Exhibit E**"]

MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
JUNE 23, 2015

The Bastrop City Council met in a Regular Meeting on Tuesday, June 23, 2015 at 6:30 PM at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus and Council Members, Kelly Gilleland, Kay Garcia McAnally, Willie DeLaRosa, Dock Jackson, and Gary Schiff.

1. CALL TO ORDER

At 6:30 PM Mayor Kesselus called the Meeting to order with a Quorum being present.

2. PLEDGE OF ALLEGIANCE

Ms. Pat Crawford led the Pledge of Allegiances to the American Flag and the Texas Flag.

3. INVOCATION

The Reverend Bernie Jackson led the Invocation

4. PRESENTATIONS --

1. Partnership dialogue – Bluebonnet Electric Cooperative, General Manager Mr. Mark Rose Gave an overview of the history and relationship of BEC and City of Bastrop. Mr. Rose Was available to the Council for questions. Mayor Kesselus thanked Mr. Rose for Speaking to the Council and audience.

2. Boys and Girls Clubs of Bastrop County – Board Member Ms. Jo Albers gave a PowerPoint And provided history about the Boys and Girls Club. There was discussion on the facility they hope to build on the donated Bob Bryant Park land. Ms. Jennifer Johnson, whose sons Seth and Jaden attend the Boys and Girls Club had high praises for the education and support They have received from the Club and feels they have contributed to her sons growth and Potential. Mr. St. Julian, Executive Director gave a heartfelt overview and goals for the future And welcomed a partnership with the City. Ms. McAnally gave thanks to all for the presentation And what they do for children. Ms. McAnally asked the Mayor if the City and Boys and Girls Club could have a partnership dialog as she feels this is such a good investment and feels the City Should help out with getting the facility built. Mayor Kesselus suggested that a Council Member And someone from Bastrop Community Cares could get with Board and see what could be done To help. The Mayor would like to see the City involved as well.

3. West Bastrop Village Municipal Utility District - Update on Project. Using Benchmark Land Development Agreement Myra Gap gave overview of the original MUD Agreement. CM Talbot stated that the project never made it to the point to enter into a development agreement. The Petition Requesting consent from the City to West Bastrop Village MUD application for Road Power Authority was explained to Council.

5. PROCLAMATIONS - NONE

6. CITIZEN COMMENTS - NONE

7. ANNOUNCEMENTS

Building Great Futures

Boys & Girls Clubs
of Bastrop County



Building Great Futures in Bastrop



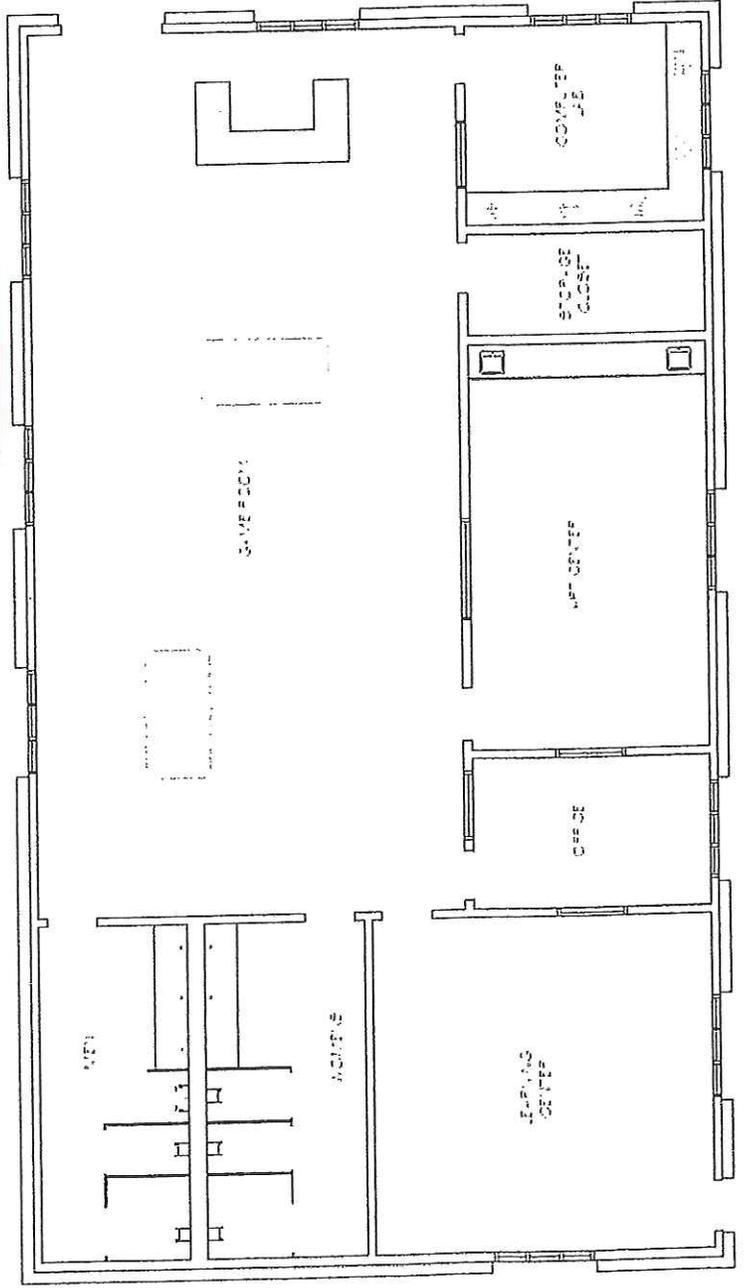
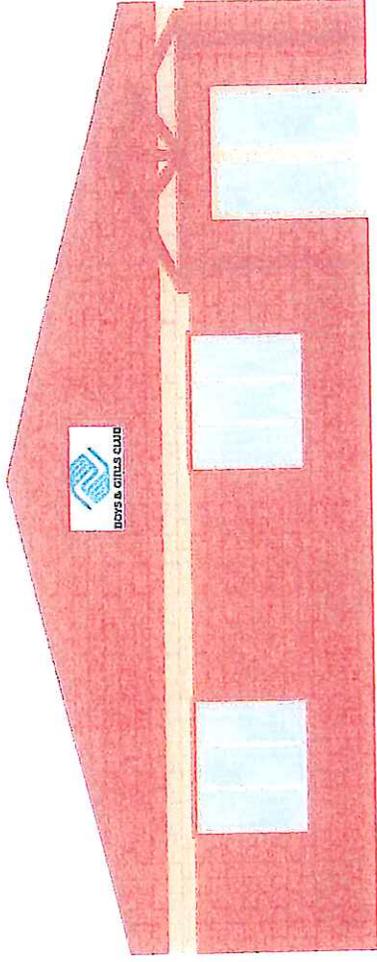
- **One acre of land adjacent to Bob Bryant Memorial Park was willed to the Boys & Girls Clubs of Bastrop County by Bob Bryant**
- **Requesting 5-year extension of original deadline**

Building Great Futures in Bastrop

3,000 sq. ft. Boys & Girls Club



BOYS & GIRLS CLUBS
OF BASTROP COUNTY



Building Great Futures in Bastrop



• Estimated Budget

GENERAL CONDITIONS	
BUILDING PERMIT & F.D. FEE	250
BUILDER'S RISK INSURANCE - .0055	1,500
SUPT. PHONE	400
TOILETS	800
DUMPSTER	1,500
PERIODIC CLEAN	1,000
FINAL CLEAN-UP	1,500
SUPERVISION LABOR	32,000
SUPT. TRUCK ALLOWANCE	1,500
COMMON LABOR	2,500
SAFETY EQUIPMENT	150
JOB OFFICE EQUIPMENT & SUPPLIES	75
SITE WORK	
EARTHWORK - SELECT FILL BLDG. P.	250
WATER TAP, LOOP & METER	1,500
LANDSCAPE - GRASS/SOD	2,500
SIDEWALKS CONCRETE	
CONCRETE	
CONCRETE SLAB SUB - L & M ALL	750
TERMITE TREATMENT	
MASONRY	
MASONRY - L & M	
STEEL	
STRUCTURAL STEEL & MISC	
WOOD & PLASTIC	
ROUGH CARPENTRY L & M	
MILLWORK-CABINETS	9,500
THERMAL & MOISTURE	
BUILDING INSULATION	
EIFS SYSTEM	

DOORS & WINDOWS	
DOORS AND FRAMES	900
DOOR INSTALLATION	1,800
HARDWARE	900
HARDWARE INSTALLATION	5,000
GLAZING INT./EXT.	
FINISHES	
METAL STUD & DRYWALL	9,000
ACOUSTICAL CEILING TILE	1,000
RUBBER BASE	7,500
VCT FLOORING	22,500
PLASTER/STUCCO	10,500
PAINTING LABOR & MTL	
SPECIALTIES	
BLINDS	150
FIRE EXTINGUISHERS	3,500
TOILET PARTITIONS	500
TOILET & BATH ACCESSORIES	
EQUIPMENT	
OTHER EQUIPMENT MISC.	
MECHANICAL	
PLUMBING SYSTEM LABOR & MTL.	16,000
HVAC SYSTEM LABOR & MTL	
ELECTRICAL	
ELECTRICAL LIGHTING PACKAGE (ABOVE)	3,500
ALL DIVISIONS	
OVERHEAD & PROFIT	277,010
TOTAL	209,000
	298,310

Building:
\$300,000

1st Year Operations:
\$100,000

Campaign Target:
→ \$400,000

Building Great Futures in Bastrop



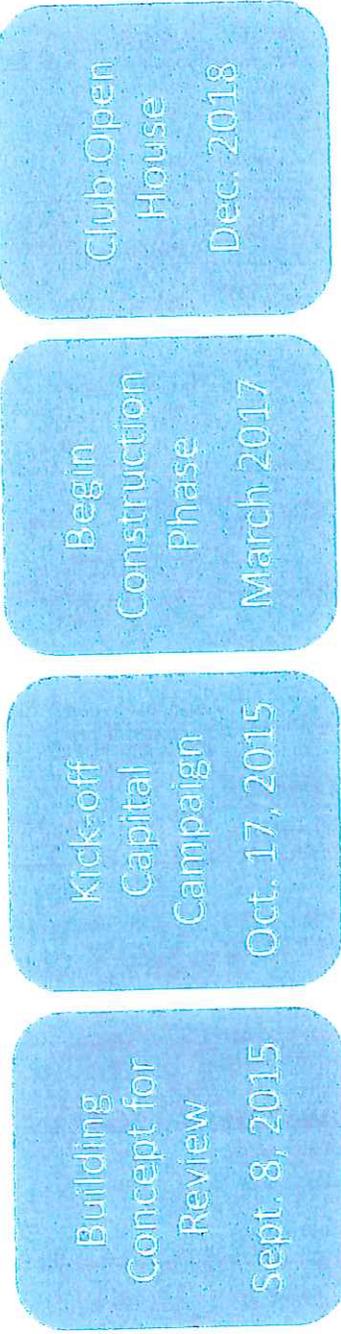
Potential Funding Sources:

• USDA Development Grant	\$100,000
• Bluebonnet Elect. Grant	\$ 50,000
• Meadows Foundation Matching Grant	\$150,000
• Lowes Charitable Foundation	\$ 50,000
• Impact Austin Grant	\$ 80,000
• Capital Campaign	\$ 40,000
• Building Fund CD (current value)	<u>\$ 30,000</u>
	\$500,000

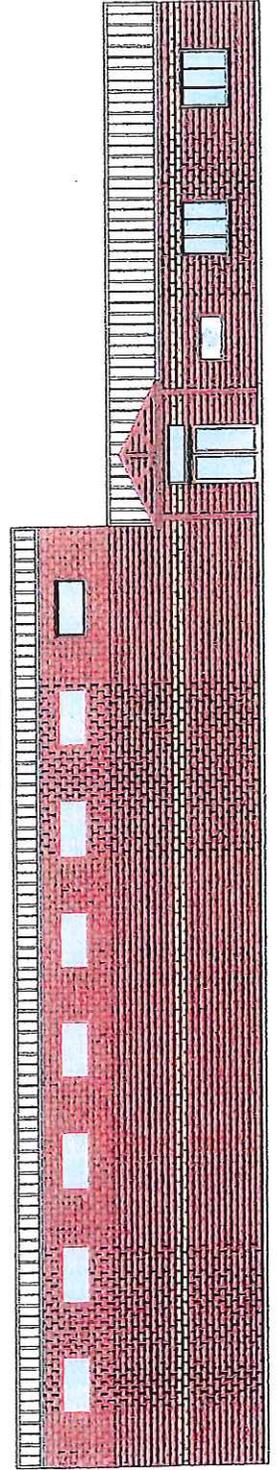
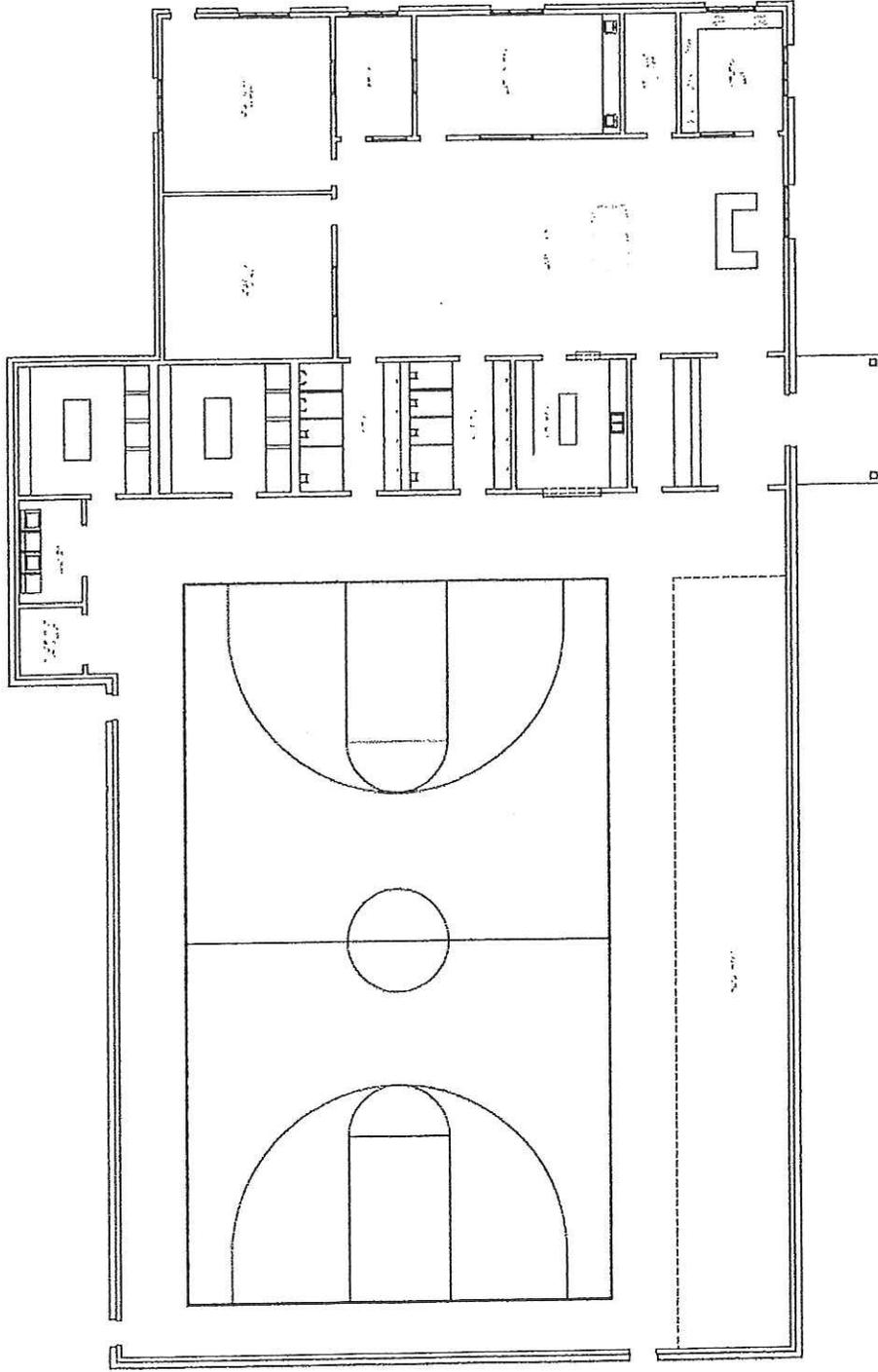
Building Great Futures in Bastrop



- Proposed Timeline

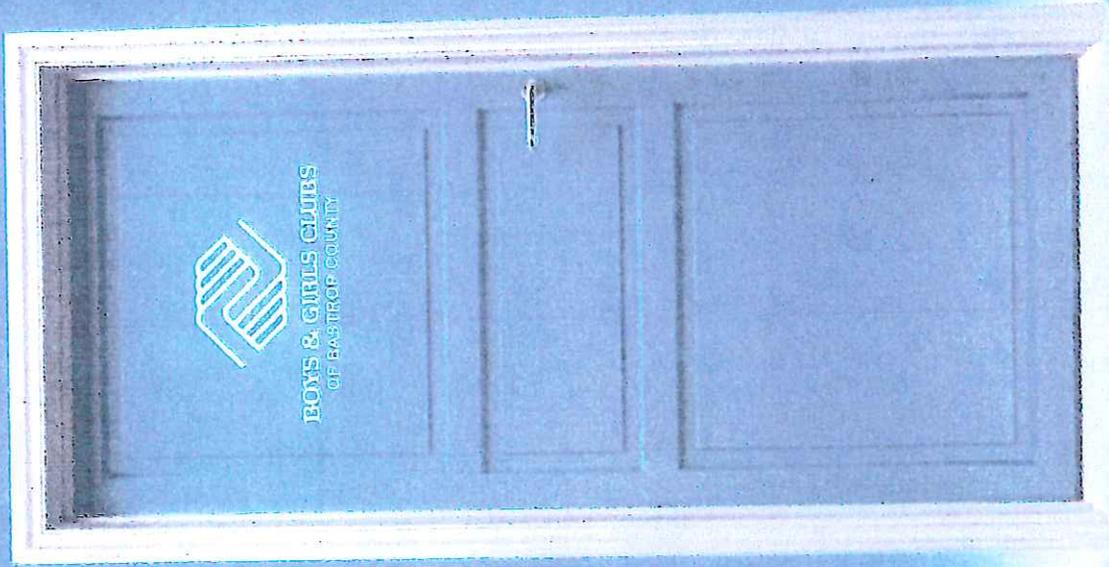


Building Great Futures Together

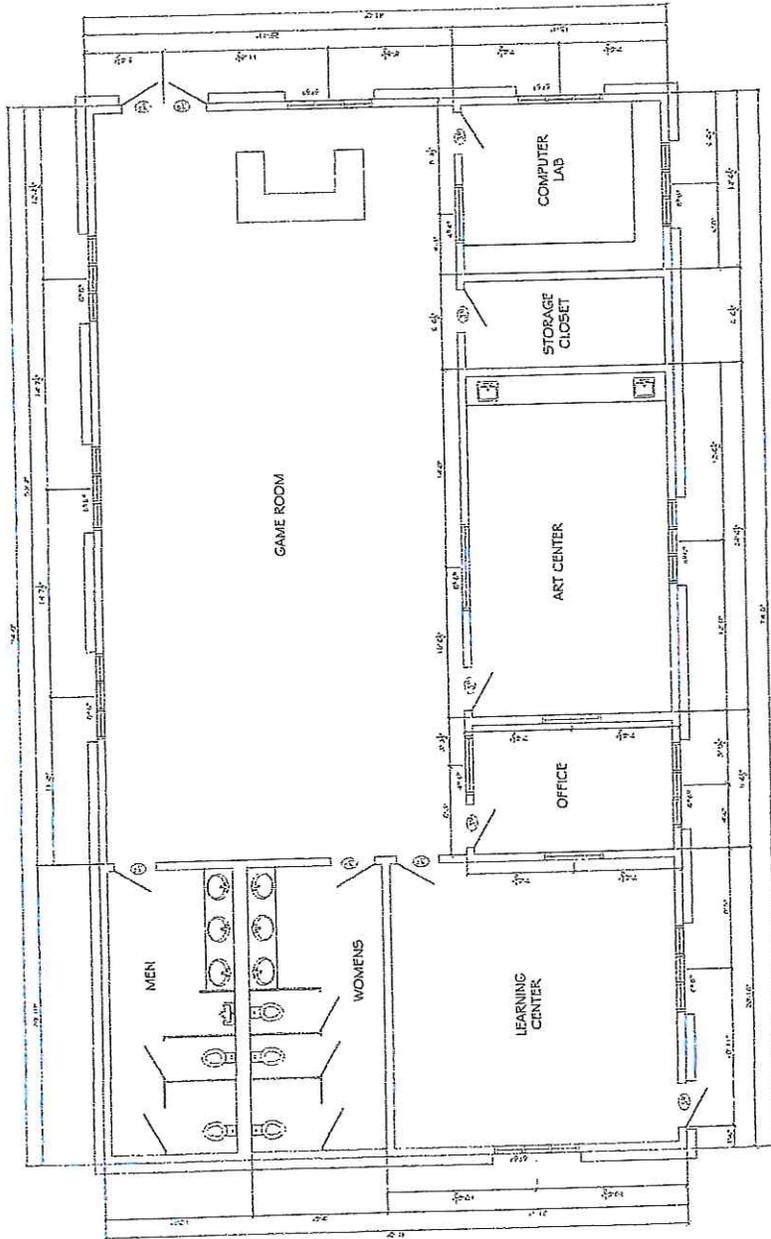


Thank You!

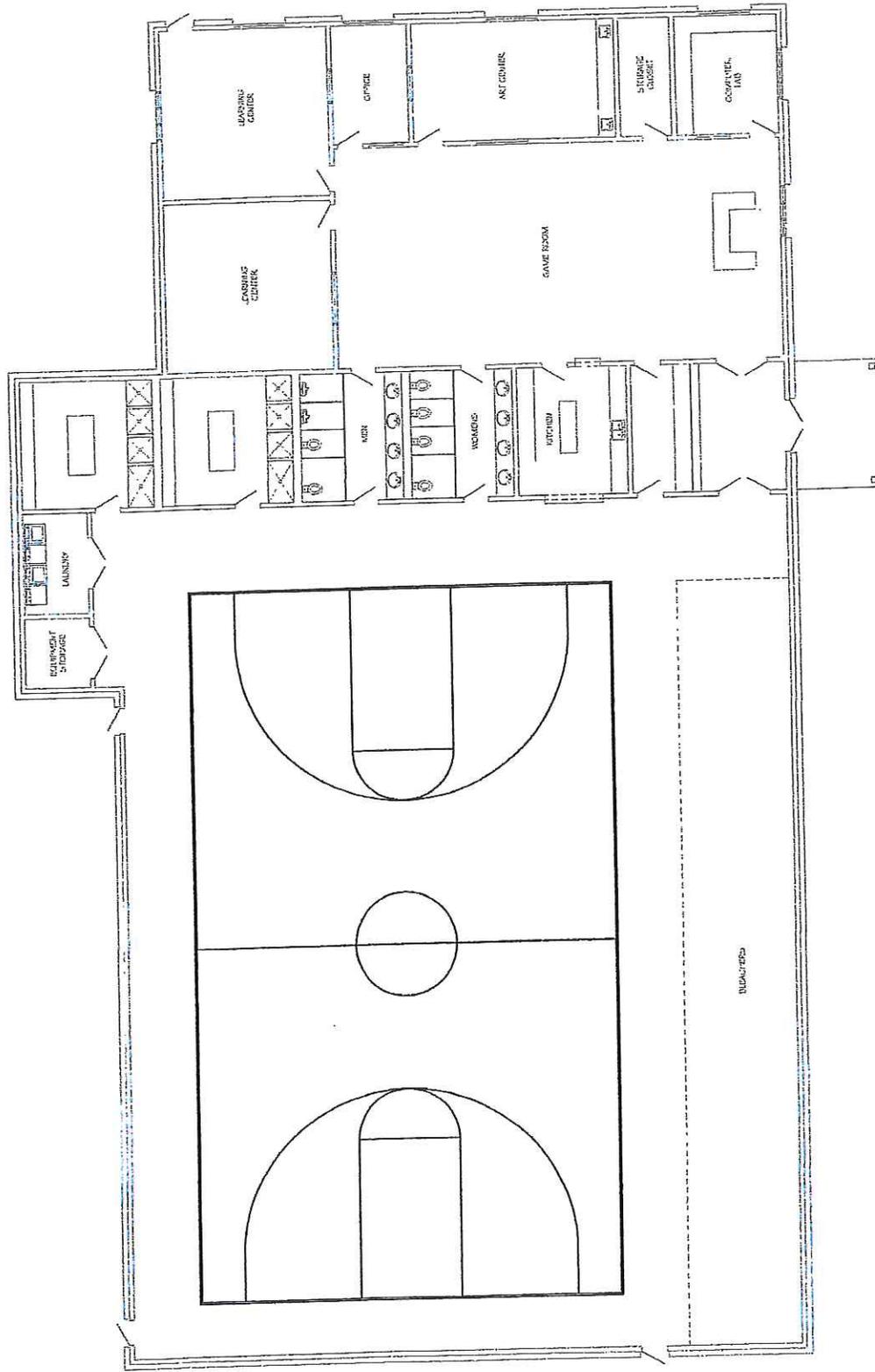
Any Questions?



Club Option A



Club Option B





STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

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

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

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



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 8A

TITLE:

Consider action to approve minutes from the October 24, 2017 meeting.

STAFF REPRESENTATIVE:

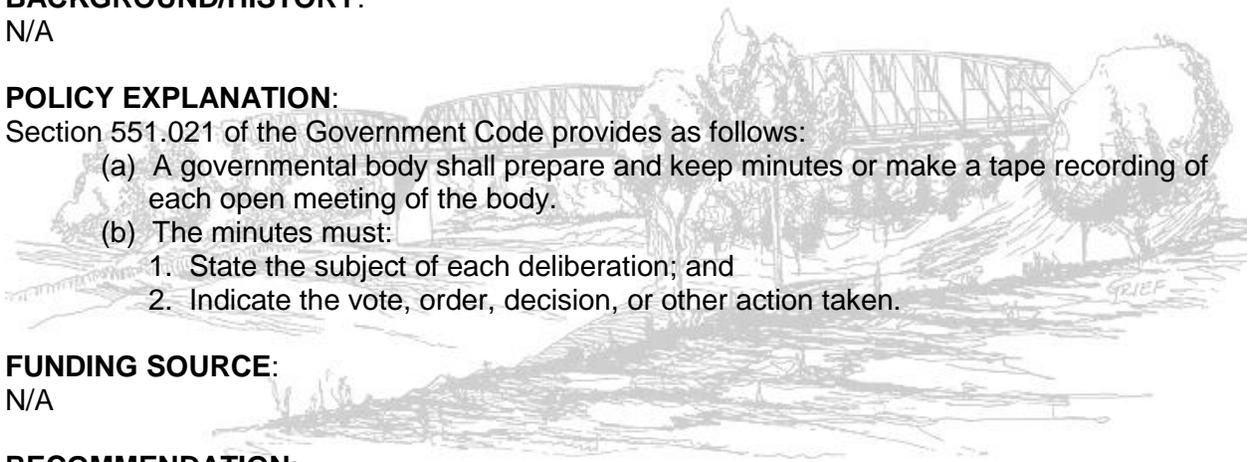
Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve minutes from the October 24, 2017 meeting.

ATTACHMENTS:

- October 24, 2017, DRAFT Regular Council Meeting Minutes.

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
October 24, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, October 24, 2017 at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Schiff and Council Members Jones, Ennis, Nelson and Peterson. Officers present were City Manager Lynda Humble and City Secretary Ann Franklin.

CALL TO ORDER

At 5:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

EXECUTIVE SESSION

The City Council met at 6:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to conduct interviews and discuss and deliberate the appointment of Associate Judge.

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

A motion was made by Council Member Nelson to appoint Charles Carver and Blas Coy as assistant municipal judges, seconded by Council Member Jones, motion was approved on a 5-0 vote.

CONVENE INTO REGULAR SESSION

At 6:34 p.m. Mayor Schroeder convened the meeting into regular session.

PLEDGE OF ALLEGIANCE

Minnie Pineda-Allen, Bastrop Intermediate School led the Pledge of Allegiance.

INVOCATION

Pastor Ben Hitzfeld, Bastrop Christian Church gave the invocation.

PRESENTATIONS

- 6A. A joint resolution of the County of Bastrop and City Council of the City of Bastrop, Texas, recognizing November 11, 2017 as Veterans Day.
Mayor Schroeder read the resolution into record.
- 6B. Receive Presentation on the 2017 Bastrop Area Cruisers Veteran's Day Car Show.
The presentation was made by Main Street Director, Sarah O'Brien.
- 6C. Mayor's Report

A Minute With The Mayor There will be a meeting regarding the chickens on Wednesday, November 29, 2017 at 6:30 p.m. There will be one (1) hour and

fifteen (15) minutes of “I think things are fantastic, don’t change anything” and one (1) hour and fifteen (15) minutes of “Are you kidding me, and we need to change some things.” Citizens will be able to sign up for a five minute slot, you will be able to yield your time to someone else in attendance. Council is looking for a list of suggestions that the community can live with. The announcement is on the City calendar, post cards will go out to residents in the ordinance protected area, and as much publicity regarding the meeting as possible. At the end of the meeting Council will give the City Manager direction for an ordinance or to hold another meeting.

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:

- **October 11**
 - Ribbon cuttings
 - Bastrop Chamber After Hours event – thanks First National Bank
- **October 16**
 - Ribbon Cutting – AAMCO
 - BEDC Monthly meeting
- **October 17**
 - National Night Out
- **October 20**
 - Worked the concession stand at the Bastrop High School Homecoming game
- **October 21**
 - Laurie’s Pickups and Pink at Lost Pines Toyota
- **October 23**
 - Early Voting Began

SHARING A THANK YOU!

Mrs. Minerva Delgado Lopez sent the entire City of Bastrop a touching Thank You note.

REQUEST FOR HELP:

Mina elementary has a “College Days” event on November 8th. The goal is for each student to have a college shirt to wear. If you have a college shirt you can spare or if you wish to donate – please contact Assistant Principal Emily Allen

UPCOMING EVENTS:

- **October 25**
 - NXP Luncheon for STEM students
- **October 28**
 - Paint the Pines Purple event “The Summit” (Family Crisis Center)
- **October 31**
 - City of Bastrop “Trick or Treat Trail”
- **November 9**
 - First Annual Boards and Commissions Appreciation Banquet
- **November 10**
 - Will be on KVET

- 6D. Councilmembers' Report
Council Member Jones
- **Thanked Council Member Ennis for overseeing the Delgado Park Dedication.**
 - **Attended the Bastrop Neighborhood Night Out, it was an outstanding community outreach.**
 - **The Police were able to hand out cards and to help to bridge the gap.**
- Council Member Ennis**
- **Seconded Council Member Jones' comments regarding the Bastrop Night Out.**
- Council Member Nelson**
- **Echoed Council Members Jones and Ennis' comments regarding the Bastrop Night Out. Thanked the Bastrop Police Department for their participation.**
 - **October 19th**
 - **Attended Park meeting**
 - **October 21st**
 - **Attended Laurie's Pickups in Pink**
- Council Member Peterson**
- **Attended Bastrop Night Out – it was a wonderful event.**
- 6E. City Manager's Report
Nothing to report.
- 6F. A Proclamation of the City Council of the City of Bastrop, Texas, recognizing November 3, 2017 as City of Bastrop Arbor Day.
Mayor Schroeder read the proclamation into record.

WORK SESSION/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

- 8A. Receive presentation on the unaudited monthly Financial Report for the period ending Sept. 30, 2017.
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 8B. Receive presentation on the Bastrop Visitor Center's required annual report for FY2017.
Presentation was made by Kaye Sapikas, Bastrop County Historical Society Museum and Visitors Center.
- 8C. Receive presentation on the Quarterly Investment Report for the period ending in September 30, 2017.
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 8D. Receive report from Bastrop Economic Development Corporation.
Presentation was made by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.

CITIZEN COMMENTS – NONE**CONSENT AGENDA**

A motion was made by Mayor Pro Tem Schiff to approve Items 10A, 10B and 10C listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 10A. Consider action to approve minutes from the October 10, 2017 meeting.
- 10B. Consider action to approve the second reading of Resolution No. R-2017-79 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.
- 10C. Consider action to approve the second reading of Ordinance 2017-24 of the City Council of the City of Bastrop, Texas, changing the names of three roads in Tahitian Village due to emergency response concerns, being “Haweia Ct” to “Ori Ct”, “Koko Ln” to “Nani Ln”, and “Lae Ct” to “Reva Ct”, within the city limits of Bastrop, Texas, providing a severability clause, establishing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Consider action to approve the second reading of Ordinance No. 2017-27 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow an Indoor Commercial Amusement Use, for Lot 2 of Hunter’s Crossing Subdivision, Section 2-A, located at 201 Hunter’s Crossing Boulevard, Suite 14, within the city limits of Bastrop, Texas; providing a severability clause, setting out conditions, and establishing an effective date.

Presentation was made by Planning & Zoning Assistant Director, Jennifer Bills.

A motion was made by Council Member Nelson to approve the second reading of Ordinance No. 2017-27, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 11B. Consider action to approve Resolution No. R-2017-84 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Bastrop Art in Public Places and Hunters Crossing Local Government Corporation, as required in Section 3.08 of the City’s Charter, as outlined in Exhibit A; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2017-84, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.

The Resolution appointed:

Andrea Haschke to complete the term of Place 4 on the Bastrop Arts in Public Places Board, term ending 2018.

Tabitha Pucek to Place 7 of Hunters Crossing Local Government Corporation Board, term ending 2020.

- 11C. Consider action to approve a Resolution R-2017-85 of the City Council of the City of Bastrop, Texas approving a license and services agreement between the City of Bastrop, Texas and Tyler Technologies for the purpose of providing Incode public safety application and system software including computer aided dispatch (CAD) and records management system (RMS) and municipal court application and system software in the amount of Two Hundred Nineteen Thousand Two Hundred Ninety-Nine Dollars and 00 cents (\$219,299.00); authorizing the City Manager to execute all necessary documents for the agreement; establishing a repealing clause; and establishing an effective date.

Presentation was made by Public Safety Director/Chief of Police Steve Adcock.

A motion was made by Council Member Peterson to approve Resolution No. R-2017-85, seconded by Council Member Jones, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 7:42 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 12A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of four (4) pieces of property in and around the Downtown area.

The Bastrop City Council reconvened at 8:34 p.m. into open (public) session.

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

No Action was taken.

ADJOURNMENT

Adjourned at 8:35 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution No. R-2017-86 of the City Council of the City of Bastrop, Texas, awarding a contract for the mowing of various parks and City rights-of-way to WLE Company in the amount of One Hundred Fifty-Five Thousand Nine Hundred Twenty and 64/100 Dollars (\$155,920.64) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

This item is identified in the FY18 Work Plan as CS#14 (Community Safety) in an effort to better manage the appearance of the City's rights-of-way areas. An Request-for-Proposal (RFP) was initiated that also included some of the City's Park areas. Proposals were accepted and evaluated. The Contract term will be for twelve (12) months. The contract will automatically renew for a 12-month period beginning October 1, 2018, unless terminated by either party, as provided in the Contract can be renewed for two consecutive 12-month terms.

POLICY EXPLANATION:

The City is required to maintain its parks and right-of-way areas in a manner that is aesthetically pleasing, and in such a way as to minimize hazards, while providing recreational opportunities and maintenance of utilities.

FUNDING SOURCE:

These funds were budgeted in the Innovation Fund for FY18.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-86 of the City Council of the City of Bastrop, Texas, awarding a contract for the mowing of various parks and City rights-of-way to WLE Company in the amount of One Hundred Fifty-Five Thousand Nine Hundred Twenty and 64/100 Dollars (\$155,920.64) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Bid Tabulation

RESOLUTION NO. R-2017-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX AWARDING A CONTRACT FOR THE MOWING OF VARIOUS CITY PARKS AND RIGHTS-OF-WAYS TO WLE COMPANY, INC., IN THE AMOUNT OF ONE HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED TWENTY AND 64/100 DOLLARS (\$155,920.64) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the maintenance of our City Parks and rights-of-ways; and

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a contract, which is attached as Exhibit A, for the annual mowing of various City Parks and rights-of-ways in the amount of \$155,920.64.

Section 2: That the City Council of the City of Bastrop has found WLE Company, to be a subject matter expert in the field of landscape care and maintenance.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

WLE Company			
Location	Number of Visits per Year	Cost per Visit	Total Annual Cost
Fireman's Park	43	\$95.11	\$4,089.73
Police Department	43	\$366.92	\$15,777.56
City Hall	43	\$210.00	\$9,030.00
Library	43	\$221.48	\$9,523.64
Bark Park	43	\$164.06	\$7,054.58
Jewell Hodges Park	43	\$127.84	\$5,497.12
Mayfest Park	43	\$336.69	\$14,477.67
Kerr Community Park	43	\$265.79	\$11,428.97
Ferry Park	43	\$92.66	\$3,984.38
Old Iron Bridge	12	\$126.20	\$1,514.40
Tahitian Fire Station	24	\$92.07	\$2,209.68
Little League Fields	24	\$447.66	\$10,743.84
Bastrop 1832 Farmers Market	12	\$91.17	\$1,094.04
Public Works Shop and Detention Pond	24	\$523.54	\$12,564.96
MLK Lots	24	\$114.80	\$2,755.20
Wastewater Plant Lot	12	\$204.23	\$2,450.76
PD Lot	12	\$180.53	\$2,166.36
East Gateway	24	\$201.49	\$4,835.76
West Gateway	24	\$263.19	\$6,316.56
Right of Way	24	\$710.96	\$17,063.04

Total Annual Cost	\$155,920.64
--------------------------	---------------------

Company	Total Annual Cost
WLE Company	\$155,920.64
Maldonado Nursery & Landscaping	\$169,416.00
Yellowstone Landscape	\$226,044.00

Maldonado Nursery & Landscaping				
Location	Number of Visits per Year	Cost per Visit	Total Annual Cost	
Fireman's Park	24	\$135.00	\$3,240.00	
Police Department	24	\$170.00	\$4,080.00	
City Hall	24	\$210.00	\$5,040.00	
Library	24	\$210.00	\$5,040.00	
Bark Park	24	\$120.00	\$2,880.00	
Jewell Hodges Park	24	\$120.00	\$2,880.00	
Mayfest Park	24	\$1,298.00	\$31,152.00	
Kerr Community Park	24	\$125.00	\$3,000.00	
Ferry Park	24	\$120.00	\$2,880.00	
Old Iron Bridge	24	\$408.00	\$9,792.00	
Tahitian Fire Station	24	\$120.00	\$2,880.00	
Little League Fields	24	\$938.00	\$22,512.00	
Bastrop 1832 Farmers Market	24	\$120.00	\$2,880.00	
Public Works Shop and Detention Pond	24	\$540.00	\$12,960.00	
MLK Lots	24	\$120.00	\$2,880.00	
Wastewater Plant Lot	24	\$145.00	\$3,480.00	
PD Lot	24	\$120.00	\$2,880.00	
East Gateway	24	\$312.00	\$7,488.00	
West Gateway	24	\$504.00	\$12,096.00	
Right of Way	24	\$1,224.00	\$29,376.00	

Total Annual Cost	\$169,416.00
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Maldonado Nursery & Landscaping			
Location	Number of Visits per Year	Cost per Visit	Total Annual Cost
Fireman's Park	36	\$193.00	\$6,948.00
Police Department	36	\$153.00	\$5,508.00
City Hall	36	\$197.00	\$7,092.00
Library	36	\$169.00	\$6,084.00
Bark Park	36	\$79.00	\$2,844.00
Jewell Hodges Park	36	\$123.00	\$4,428.00
Mayfest Park	36	\$1,699.00	\$61,164.00
Kerr Community Park	36	\$129.00	\$4,644.00
Ferry Park	36	\$69.00	\$2,484.00
Old Iron Bridge	36	\$104.00	\$3,744.00
Tahitian Fire Station	36	\$57.00	\$2,052.00
Little League Fields	36	\$898.00	\$32,328.00
Bastrop 1832 Farmers Market	36	\$16.00	\$576.00
Public Works Shop and Detention Pond	36	\$727.00	\$26,172.00
MLK Lots	36	\$35.00	\$1,260.00
Wastewater Plant Lot	36	\$75.00	\$2,700.00
PD Lot	36	\$77.00	\$2,772.00
East Gateway	36	\$141.00	\$5,076.00
West Gateway	36	\$276.00	\$9,936.00
Right of Way	36	\$769.00	\$27,684.00

Total Annual Cost	\$226,044.00
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STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2017-87 of the City Council of the City of Bastrop, Texas approving a Contract with the Lower Colorado River Authority to perform a Five-Year Engineering System Study at a cost of One Hundred Ten Thousand Dollars (\$110,000.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Curtis Ervin, Director of Bastrop Power & Light

BACKGROUND/HISTORY:

It has been the policy to have this study completed every five (5) years. The study identifies large electrical system improvements required to maintain an excellent level of service to our customers. These improvements address anticipated needs by:

- Optimizing the performance of the system by balancing the load among transformers, feeders, and phases.
- Evaluating the need for reconductoring existing circuits
- Evaluating the need for construction new distribution circuits
- Evaluating substation capacity requirements
- Examining location and status of all air break or disconnect switches
- Evaluating system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions
- Updating the computer models for BP&L's distribution system

POLICY EXPLANATION:

It is vital to maintain fiscal responsibility by constantly making system improvements.

FUNDING SOURCE:

This cost is currently built into our monthly rate structure. The cost of the contract is \$110,000.00, which is payable of 60 payments of \$1,833.33, and will be added to the City's monthly power bill beginning January 1, 2018, and ending December 1, 2022.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-87 of the City Council of the City of Bastrop, Texas approving a Contract with the Lower Colorado River Authority to perform a Five-Year Engineering System Study at a cost of One Hundred Ten Thousand Dollars (\$110,000.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- LCRA Customer Services Contract



RESOLUTION NO. R-2017-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT WITH THE LOWER COLORADO RIVER AUTHORITY TO PERFORM A FIVE-YEAR ENGINEERING SYSTEM STUDY AT A COST OF ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need keep the electric system in good repair by optimizing the performance of the system through careful maintenance and thoughtful capital improvements; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of a Five-Year Engineering System Study.

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

Section 1: That the City Manager is hereby authorized to execute a Customer Services Contract for a Five-Year Engineering System Study between the City of Bastrop and the Lower Colorado River Authority in Bastrop, Texas in the amount of One Hundred Ten Thousand Dollars, which is attached as Exhibit A.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

LCRA CUSTOMER SERVICES CONTRACT

(Form TS400 rev.10/29/2012)

CUSTOMER: City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: Curtis Ervin

PROJECT: 5-Year Engineering System Study DATE SUBMITTED: May 23, 2017

SCOPE OF SERVICES:

Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The monthly amount added to the City's power bill will be \$1,833.33. The first billing was effective January 1, 2018. The last payment will be December 1, 2022 (60 payments).

SCHEDULE:

Begins: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.
Completion: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.

CONTRACT TYPE & PRICE:

Type: Independent Contract Total Cost: \$110,000.00 Billing Method: Power Billing

(Please note that if this is an independent contract, terms and conditions should be attached.)

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.

City of Bastrop

Lower Colorado River Authority

By: _____

By: _____

Kristian Koellner

Title: _____

Title: Director, Transmission Planning, Transmision Services

Date: _____

Date: May 23, 2017

OFFICE USE ONLY

Job Description: Engineering System Analysis (ESA)

Account: _____

Approved By: _____

LCRA Work Order: _____

Estimated Completion Date: _____

Actual Completion Date: _____

Assigned Contract Agent: Kristian Koellner

Assigned Contract Administrator: Bill Jerram

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify and/or gather field information needed to construct a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 1. Conductor construction design type
 2. Conductor type per phase, including neutral
 3. Conductor phasing
 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).
 - v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
- b. Produce or update the computer models for the Customer's distribution system.
- c. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- d. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.

ENGINEERING SERVICES AGREEMENT

- vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- e. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- f. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected locations
 - ii. Perform arc flash analysis at the locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 1. Clearance distances
 2. Fault current
 3. Energy
 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.
- g. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.

ENGINEERING SERVICES AGREEMENT

- h. Based upon the findings of items b through f above, develop a list of Recommended Capital Improvement Projects and budgetary project cost estimates.
- i. Update Maps and Electric System Model as information is provided by field crews and the Customer during the study.

Information to be provided by the Customer includes but is not limited to the following:

- a. Any Customer-specific distribution system planning criteria
- b. Ten-year load forecast
- c. Load profile results per feeder via relays or load loggers, if available
- d. Mapping data that has changed since data collection
- e. Rate class kWh sales data, if available
- f. Capacitor bank(s) status during peak electrical loading and load profile, if available
- g. Capacitor bank controller settings
- h. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
- i. Protective device nameplate information for distribution feeder breaker and downstream reclosers
- j. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
- k. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
- l. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. Deliverable

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. Confidential Work Product

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.

ENGINEERING SERVICES AGREEMENT

CONTRACT TERMS AND CONDITIONS

(Monthly Power Billing Method)

This Customer Services Contract (Form TS400) is subject to the following terms and conditions:

1. The LCRA shall perform all engineering work under the supervision of a Texas licensed professional engineer and in accordance with industry standards and the National Electric Safety Code. All material shall meet or exceed the minimum requirements of the LCRA and RUS specifications. The LCRA shall not be responsible for equipment malfunctions due to system disturbances, lightning, or other abnormal causes.
2. The contract term for this Agreement shall be five (5) years, however, LCRA shall be required to provide the Deliverable, and all related information described herein to complete the system improvement study, to the Customer within sixty (60) months after execution of this Agreement. In the event the LCRA fails to produce any portion (or a de minimis portion, as determined by the Customer) of the Deliverable to the Customer within twenty (20) months after execution of this Agreement, the Customer shall have the absolute right to terminate the Agreement with no obligation to reimburse LCRA any costs or expenses, and LCRA shall be required to reimburse the Customer all payments received by LCRA. The agreement will be reviewed at the end of the 5-year period. Information and new contracts will be provided to the customers prior to the renewal date. Except as stated above, if Customer, in its sole discretion, elects to terminate this agreement, Customer shall reimburse LCRA actual costs plus appropriate overhead expended by LCRA on behalf of Customer; however, if the Plan has been completed by LCRA and provided to the Customer, the Customer will be obligated to pay the entire amount (monthly amount times 60 months) of the Plan. If LCRA, in its sole discretion, terminates the contract prior to the study being completed and provided to the Customer, LCRA shall reimburse the Customer all payments received by LCRA.

This amount (contract amount divided by 60 months) will be included in the monthly power bill as shown on the front page.

3. **THE LCRA SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, DAMAGES, AND COST RESULTING FROM THE INJURY OR DEATH OF ANY PERSON AND FOR DAMAGES TO ANY PROPERTY THAT OCCURS DURING THE LCRA'S ON-SITE PERFORMANCE OF THE WORK TO THE EXTENT THAT THE INJURY, DEATH, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE LCRA EMPLOYEES TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL SIMILARLY INDEMNIFY THE LCRA WITH RESPECT TO NEGLIGENCE OF CUSTOMER'S EMPLOYEES AND/OR CONTRACTOR(S). LCRA AND THE CUSTOMER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.**

ENGINEERING SERVICES AGREEMENT

4. Changes in Scope of Services may be made only by a written change order signed by representatives of Customer and the LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.

5. There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

6. (a). Labor and Services. LCRA shall perform all engineering services in accordance with acceptable industry practice and in a good workmanlike manner, suitable for the proposed usage of the Customer's equipment to be improved or installed or services performed and in full accordance with all installation instructions and requirements of the equipment manufacturer and supplier. Should any of the engineering services of LCRA described in this agreement prove to be inadequate, inaccurate, or unsatisfactory through human error, omission, or otherwise, it shall be LCRA's sole responsibility and liability to perform corrective engineering services.

Corrective services required prior to acceptance of the Plan shall be performed by LCRA at LCRA's sole cost and expense, including the repair or replacement of equipment damaged by LCRA's actions or as a result of errors, omissions or deficiencies in the Plan. Corrective services required after acceptance of the Plan shall be performed by LCRA without charge to the Customer, provided the Customer requests corrective services, in writing, within five (5) years after execution of the Agreement. LCRA shall be liable for all labor costs necessary to correct errors, omissions, or deficiencies in the Plan, or as a result of improper system improvements engineered by LCRA, during the five (5) year term of the Agreement.

(b). Manufacturer's Warranties. LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by the LCRA's vendors. All warranty documentation shall be furnished to the Customer before the Plan is accepted. LCRA will be fully responsible for any error, omission or deficiency in its work which reduces the validity of duration of any manufacturer warranty. The warranty and the remedies for any breach contained herein are exclusive and they are given and accepted in lieu of any implied warranties, including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance, and any obligation, liability, right, claim or remedy at law or in equity arising out of any breach of such warranties, whether such warranties arise under contract, tort, strict liability, statute or any other legal or equitable theory or principle including negligence, gross negligence, or willful misconduct.

7. This Contract together represents and contains the entire agreement and understanding between the Parties with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the Parties unless incorporated into this Contract. This Contract may not be amended or modified except by a writing executed both

ENGINEERING SERVICES AGREEMENT

by an authorized representative of the LCRA and by an authorized representative of the Customer.

Last revised: 3/30/2017

2. There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

6. (a) Labor and Services. LCRA shall perform all engineering services in accordance with acceptable industry practices and in a good workmanlike manner, suitable for the proposed use of the Customer's equipment to be improved or installed or services performed and in full accordance with all installation instructions and requirements of the equipment manufacturer and supplier. Should any of the engineering services of LCRA described in this agreement prove to be inadequate, incorrect, or unsatisfactory through human error, omission, or otherwise, it shall be LCRA's sole responsibility and liability to perform corrective engineering services.

(b) Corrective Services. Corrective services required prior to acceptance of the Plan shall be performed by LCRA at LCRA's sole cost and expense, including the repair or replacement of equipment damaged by LCRA's actions or as a result of error, omission or deficiencies in the Plan. Corrective services required after acceptance of the Plan shall be performed by LCRA without charge to the Customer, provided the Customer reports corrective services in writing, within five (5) years after execution of the agreement. LCRA shall be liable for all labor costs necessary to correct errors, omissions, or deficiencies in the Plan, or as a result of improper system improvements engineered by LCRA, during the five (5) year term of the Agreement.

(c) Manufacturer's Warranties. LCRA shall assign to Customer, as the end user, any applicable equipment or supply warranties provided by the LCRA's vendors. All warranty documentation shall be furnished to the Customer before the Plan is accepted. LCRA will be fully responsible for any error, omission or deficiency in its work which reduces the validity of duration of any manufacturer warranty. The warranty and the remedies for any breach contained herein are exclusive and they are given and accepted in lieu of any implied warranties, including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance, and any obligation, liability, right, claim or remedy at law or in equity arising out of any breach of such warranties, whether such warranties arise under contract, tort, strict liability, statute or any other legal or equitable theory or principle including negligence, gross negligence, or willful misconduct.

7. This Contract together represents and contains the entire agreement and understanding between the Parties with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranties, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the Parties unless incorporated into this Contract. This Contract may not be amended or modified except by a writing executed by both



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2017-89 of the City Council of the City of Bastrop, Texas approving a contract for services associated with operating, supporting, staffing and providing free or some discounted cost recreation programs to YMCA of Austin – Bastrop Branch, at a cost of Forty-two Thousand Dollars (\$42,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

For the past two years, the YMCA of Austin – Bastrop Branch has provided community activities, such as volleyball, kickball and soccer, for all ages.

POLICY EXPLANATION:

Funding was included in this year's budget to renew the YMCA's contract to continue to provide community activities for all ages. A copy of the City and YMCA's schedule of programs and activities is attached for review.

FUNDING SOURCE:

These funds were budgeted in the Parks and Recreation Budget for FY18.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-89 of the City Council of the City of Bastrop, Texas approving a contract for services associated with operating, supporting, staffing and providing free or some discounted cost recreation programs to YMCA of Austin – Bastrop Branch, at a cost of Forty-two Thousand Dollars (\$42,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - Contract for Recreation Programs between YMCA and City of Bastrop Parks and Recreation
- City & YMCA Calendar of Activities

RESOLUTION NO. R-2017-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX AWARDED A CONTRACT FOR SERVICES ASSOCIATED WITH OPERATING, SUPPORTING, STAFFING, AND PROVIDING FREE OR SOME DISCOUNTED COST RECREATION PROGRAMS TO THE YMCA OF AUSTIN – BASTROP BRANCH, AT A COST OF FORTY-TWO THOUSAND DOLLARS (\$42,000.00), AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

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

Section 1: That the City Manager is hereby authorized to execute a contract, which is attached as Exhibit A, for services associated with operating, supporting, staffing and providing free or some discounted cost recreation programs to the YMCA of Austin – Bastrop Branch at a cost of \$42,000.00.

Section 2: That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



City of Bastrop Parks and Recreation Department
1209 Linden Street, Bastrop TX 78602

INDEPENDENT CONTRACT AGREEMENT – RECREATION PROGRAMS

Upon execution of this contract, the City of Bastrop approves compensation of Forty-Two Thousand Dollars (\$42,000.00) for Fiscal Year 2017-2018 for services associated with operating, supporting, staffing, and providing recreation programs at a discounted cost or free, located inside the City of Bastrop and its park system.

This contract is to be paid to the Young Men’s Christian Association (YMCA) of Austin-Bastrop Branch in partnership with the Bastrop Parks and Recreation Department to provide quality recreational programs for the community. This contract is to be paid from the contractual services line item of the City of Bastrop Recreation Budget, which \$42,000 shall be dedicated to direct program expenses, such as salaries, supplies, rent, equipment, and promotional expenses to provide recreational programs to the community. As part of this partnership, there shall be no charge for the use of the City of Bastrop Parks System for free events or programs. **The programs will be submitted annually and approved by the Managing Director of Public Works & Leisure Services.** Activity examples are as follows, but not limited to: volleyball, soccer, and kickball for all ages.

Services to be provided by the **YMCA** are as follows:

1. Accepts responsibility for the selection, training, and supervision of all staff required to execute recreational programs to the community.
2. Programs and activities are designed to benefit and include persons of all backgrounds, recognizing the YMCA is a membership organization.
3. Responsible for the organization, delivery, and quality of the program(s), and expected to work independently, through the Bastrop YMCA, under the general direction of the YMCA of Austin.
4. Shall submit a quarterly report of the services provided to the Managing Director of Public Works & Leisure Services, which shall list the number of program services provided and participant count (per program activity). **The report is due on the 15th of the month following the end of the quarter. See Exhibit (A) Report Format. A semi-annual report will be given to the City Council at a regularly scheduled Council meeting.**
5. Provide monthly invoices for expenses, on or before the 30th day of each month that this Agreement is in effect. The Managing Director shall authorize payment of the invoices to the City of Bastrop Finance Department. Checks will become available on the same schedule for which all City contractors are normally provided with payment.
6. Shall schedule park usage **thirty (30) days** prior to the first practice or scheduled league game.
7. Shall list the City of Bastrop as a partner on all advertising for programs or events in the city parks or facilities i.e. flyers, banners, websites and other promotional items.
8. At any point while the YMCA is providing services, either the City of Bastrop or the YMCA may reserve the right to end the contract with (90) ninety-day notice in writing. If either the City of Bastrop or YMCA terminates the contract, the YMCA shall be compensated for the services, which they provided before, the contract was terminated.



Services provided by the **City of Bastrop** are as follows:

1. Agrees not to charge for free events provided by the YMCA of Austin-Bastrop Branch.
2. Provide the yearly funding, as approved by City Council, in monthly payments made within fifteen days of invoice.
3. Agrees to ensure the fields are ready for use once notice is received **thirty days** prior to the program start date.

Lynda, K. Humble, City Manager

Date

James P. Fink, President & CEO

Date



EXHIBIT A

Quarterly Activity report: _____ (1st 2nd 3rd 4th)

Please provide information, as provided below, for each of the programs applicable for the quarter.

Adult Program provided _____

Location _____

Number of participants _____

Senior Program provided _____

Location _____

Number of participants _____

Teen Program provided _____

Location _____

Number of participants _____

Youth program provided _____

Location _____

Number of Participants _____

October 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 8:00-9:30am Pickleball (Fisherman's Park)	4 1:30-2:30pm Homeschool PE (Kerr Park)	5 5:30pm—7:00pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	6	7 8:00am—12:00pm Soccer Games (Bob Bryant Park)
8	9	10 8:00-9:30am Pickleball (Fisherman's Park)	11 1:30-2:30pm Homeschool PE (Kerr Park)	12 5:30pm—7:00pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	13	14 8:00am—12:00pm Soccer Games (Bob Bryant Park)
15	16	17 8:00-9:30am Pickleball (Fisherman's Park)	18 1:30-2:30pm Homeschool PE (Kerr Park)	19 5:30pm—7:00pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	20 6:00pm—9:00pm Teen Night (City Parks)	21 8:00am—12:00pm Soccer Games (Bob Bryant Park)
22	23	24 8:00-9:30am Pickleball (Fisherman's Park)	25 1:30-2:30pm Homeschool PE (Kerr Park)	26 5:30pm—7:00pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	27	28 8:00am—12:00pm Soccer Games (Bob Bryant Park)
29	30	31 5:00pm—8:00pm Trick or Treat Trail (Fisherman's Park) 8:00-9:30am Pickleball (Fisherman's Park)				

November 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			<i>1</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>2</i> 5:30pm—7:00pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>3</i>	<i>4</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>5</i>	<i>6</i>	<i>7</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>8</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>9</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>10</i>	<i>11</i>
<i>12</i>	<i>13</i>	<i>14</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>15</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>16</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>17</i> 6:00pm—9:00pm Teen Night (City Parks)	<i>18</i> Pickleball Tourna- ment Location/Time- TBA
<i>19</i>	<i>20</i>	<i>21</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>22</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>23</i>	<i>24</i>	<i>25</i>
<i>26</i>	<i>27</i>	<i>28</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>29</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>30</i> 8:00-9:30am Pickleball (Fisherman's Park)		

December 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Snow Day (Fisherman's Park)
3	4	5 8:00-9:30am Pickleball (Fisherman's Park)	6 1:30-2:30pm Homeschool PE (Kerr Park)	7 8:00-9:30am Pickleball (Fisherman's Park)	8	9
10	11	12 8:00-9:30am Pickleball (Fisherman's Park)	13 1:30-2:30pm Homeschool PE (Kerr Park)	14 8:00-9:30am Pickleball (Fisherman's Park)	15 6:00pm—9:00pm Teen Night (City Parks)	16
17	18	19 8:00-9:30am Pickleball (Fisherman's Park)	20 1:30-2:30pm Homeschool PE (Kerr Park)	21 8:00-9:30am Pickleball (Fisherman's Park)	22	23
24	25	26 8:00-9:30am Pickleball (Fisherman's Park)	27 1:30-2:30pm Homeschool PE (Kerr Park)	28 8:00-9:30am Pickleball (Fisherman's Park)	29	30
31						

January 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<i>1</i>	<i>2</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>3</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>4</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>5</i>	<i>6</i> 11:00am– 3:pm Feel Good Day (Fisherman's Park)
<i>7</i>	<i>8</i>	<i>9</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>10</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>11</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>12</i>	<i>13</i>
<i>14</i>	<i>15</i>	<i>16</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>17</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>18</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>19</i> 6:00pm—9:00pm Teen Night (City Parks)	<i>20</i>
<i>21</i>	<i>22</i>	<i>23</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>24</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>25</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>26</i>	<i>27</i>
<i>28</i>	<i>29</i>	<i>30</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>31</i> 1:30-2:30pm Homeschool PE (Kerr Park)			

February 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 8:00-9:30am Pickleball (Fisherman's Park)	2	3
4	5	6 8:00-9:30am Pickleball (Fisherman's Park)	7 1:30-2:30pm Homeschool PE (Kerr Park)	8 8:00-9:30am Pickleball (Fisherman's Park)	9	10
11	12	13 8:00-9:30am Pickleball (Fisherman's Park)	14 1:30-2:30pm Homeschool PE (Kerr Park)	15 8:00-9:30am Pickleball (Fisherman's Park)	16 6:00pm—9:00pm Teen Night (City Parks)	17
18	19	20 8:00-9:30am Pickleball (Fisherman's Park)	21 1:30-2:30pm Homeschool PE (Kerr Park)	22 8:00-9:30am Pickleball (Fisherman's Park)	23	24
25	26	27 8:00-9:30am Pickleball (Fisherman's Park)	28 1:30-2:30pm Homeschool PE (Kerr Park)			

March 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 8:00-9:30am Pickleball (Fisherman's Park)	2	3
4	5	6 8:00-9:30am Pickleball (Fisherman's Park)	7 1:30-2:30pm Homeschool PE (Kerr Park)	8 8:00-9:30am Pickleball (Fisherman's Park)	9	10 Kite Day (Bob Bryant Park) 11:00am—1:00pm,
11	12 Plant a Flower Day (Garden/City Parks) 11:00am– 1:00pm	13 8:00-9:30am Pickleball (Fisherman's Park)	14 1:30-2:30pm Homeschool PE (Kerr Park)	15 8:00-9:30am Pickleball (Fisherman's Park)	16 6:00pm—9:00pm Teen Night (City Parks)	17
18	19	20 8:00-9:30am Pickleball (Fisherman's Park)	21 1:30-2:30pm Homeschool PE (Kerr Park)	22 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	23	24 8:00am—12:00pm Soccer Games (Bob Bryant Park)
25	26	27 8:00-9:30am Pickleball (Fisherman's Park)	28 1:30-2:30pm Homeschool PE (Kerr Park)	29 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	30 10:00am—11:00am Easter Egg Hunt (Bob Bryant Park)	31

April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<i>1</i>	<i>2</i>	<i>3</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>4</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>5</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>6</i>	<i>7</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>8</i>	<i>9</i>	<i>10</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>11</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>12</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>13</i>	<i>14</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>15</i>	<i>16</i>	<i>17</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>18</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>19</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>20</i> 6:00pm—9:00pm Teen Night (City Parks)	<i>21</i> Healthy Kids Day (Fisherman's Park) 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>22</i>	<i>23</i>	<i>24</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>25</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>26</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>27</i>	<i>28</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>29</i>	<i>30</i>					

May 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<i>1</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>2</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>3</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>4</i>	<i>5</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>6</i>	<i>7</i>	<i>8</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>9</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>10</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>11</i>	<i>12</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>13</i>	<i>14</i>	<i>15</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>16</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>17</i> 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	<i>18</i> 11:00am-1:00pm Homeschool Field Day (Bob Bryant Park) 6:00pm—9:00pm Teen Night (City Parks)	<i>19</i> 8:00am—12:00pm Soccer Games (Bob Bryant Park)
<i>20</i>	<i>21</i>	<i>22</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>23</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>24</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>25</i>	<i>26</i> Pickleball Tourna- ment Time/Location –TBA
<i>27</i>	<i>28</i>	<i>29</i> 8:00-9:30am Pickleball (Fisherman's Park)	<i>30</i> 1:30-2:30pm Homeschool PE (Kerr Park)	<i>31</i> 8:00-9:30am Pickleball (Fisherman's Park)		

June 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 9:00am—10:00am Safety Month (Kerr)	5 8:00-9:30am Pickleball (Fisherman's Park)	6 10:00am—12:00pm Family Play Day (Bob Bryant Park)	7 8:00-9:30am Pickleball (Fisherman's Park)	8	9
10	11 9:00am—10:00am Safety Month (Kerr)	12 8:00-9:30am Pickleball (Fisherman's Park)	13	14 8:00-9:30am Pickleball (Fisherman's Park)	15 6:00pm—9:00pm Teen Night (Pool)	16
17	18 9:00am—10:00am Safety Month (Kerr) 11:00am—12:00pm YMCA Sports Camp (Bob Bryant Park)	19 11:00am—12:00pm YMCA Sports Camp (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	20 11:00am—12:00pm YMCA Sports Camp (Bob Bryant Park)	21 11:00am—12:00pm YMCA Sports Camp (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	22 11:00am—12:00pm YMCA Sports Camp (Bob Bryant Park)	23
24	25 9:00am—10:00am Safety Month (Kerr)	26 8:00-9:30am Pickleball (Fisherman's Park)	27	28 8:00-9:30am Pickleball (Fisherman's Park)	29	30

July 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 8:00-9:30am Pickleball (Fisherman's Park)	4	5 8:00-9:30am Pickleball (Fisherman's Park)	6	7
8	9	10 8:00-9:30am Pickleball (Fisherman's Park)	11	12 8:00-9:30am Pickleball (Fisherman's Park)	13	14
15	16	17 8:00-9:30am Pickleball (Fisherman's Park)	18	19 8:00-9:30am Pickleball (Fisherman's Park)	20 6:00pm—9:00pm Teen Night (Pool)	21
22	23	24 8:00-9:30am Pickleball (Fisherman's Park)	25	26 8:00-9:30am Pickleball (Fisherman's Park)	27	28
29	30	31 8:00-9:30am Pickleball (Fisherman's Park)				

August 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 8:00-9:30am Pickleball (Fisherman's Park)	3	4
5	6	7 8:00-9:30am Pickleball (Fisherman's Park)	8	9 8:00-9:30am Pickleball (Fisherman's Park)	10	11
12	13	14 8:00-9:30am Pickleball (Fisherman's Park)	15	16 8:00-9:30am Pickleball (Fisherman's Park)	17 6:00pm—9:00pm Teen Night (Pool)	18
19	20	21 8:00-9:30am Pickleball (Fisherman's Park)	22	23 8:00-9:30am Pickleball (Fisherman's Park)	24	25
26	27	28 8:00-9:30am Pickleball (Fisherman's Park)	29	30 8:00-9:30am Pickleball (Fisherman's Park)	31	

September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 8:00-9:30am Pickleball (Fisherman's Park)	5	6 8:00-9:30am Pickleball (Fisherman's Park)	7	8
9	10	11 8:00-9:30am Pickleball (Fisherman's Park)	12	13 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	14	15 8:00am—12:00pm Soccer Games (Bob Bryant Park)
16	17	18 8:00-9:30am Pickleball (Fisherman's Park)	19	20 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	21 6:00pm—9:00pm Teen Night (City Parks)	22 8:00am—12:00pm Soccer Games (Bob Bryant Park)
23	24	25 8:00-9:30am Pickleball (Fisherman's Park)	26	27 5:30pm—6:30pm Soccer Practice (Bob Bryant Park) 8:00-9:30am Pickleball (Fisherman's Park)	28	29 8:00am—12:00pm Soccer Games (Bob Bryant Park)
30						



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2017-90 of the City Council of Bastrop, Texas approving a Proposal for Design Services – Fisherman’s Park Improvements with Burditt Land/Place to design of park improvements, including a wheeled sports plaza and other associated improvements at Fisherman’s Park, 1200 Willow Street, Bastrop, Texas, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

On January, 28, 2014, Bastrop City Council received a recommendation from the Parks Board for the location of the wheeled sports plaza to be located within Fisherman’s Park. Improvements will include a wheeled sports plaza, possible amphitheater type seating and multi-use space that can be used for a variety of small performances and competitions.

POLICY EXPLANATION:

Funding was included in this year’s Innovation Fund to design a wheeled sports plaza as recommended by the Parks Board. Staff has obtained a proposal for design services from Burditt Land/Place’s proposal for this project. Phase I of this proposal addresses the design of this project. The primary components are a wheeled sports plaza that will be used by BMX bicyclists, skateboard enthusiasts, children’s razor type scooters, while also accommodating wheel chair participants. This area should be planned to provide amphitheater type seating and specific multi-use designated space that can be used for a variety of small performances and competitions.

Phase I – Preliminary Design will include program development, public involvement (4 public meetings), site feasibility assessment, conceptual design elements, preliminary engineering reports, approved site master plan, and a preliminary opinion of probable cost. Design costs for Phase I is \$16,500.

FUNDING SOURCE:

Phase 1 of this five (5) phase proposal is budgeted in FY18 through the Innovation Fund.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-90 of the City Council of Bastrop, Texas approving a Proposal for Design Services – Fisherman’s Park Improvements with Burditt Land/Place to design of park improvements, including a wheeled sports plaza and other associated improvements at Fisherman’s Park, 1200 Willow Street, Bastrop, Texas, as attached

as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Proposal



RESOLUTION NO. R-2017-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROPOSAL FOR DESIGN SERVICES – FISHERMAN’S PARK IMPROVEMENTS WITH BURDITT LAND/PLACE TO DESIGN OF PARK IMPROVEMENTS, INCLUDING A WHEELED SPORTS PLAZA AND OTHER ASSOCIATED IMPROVEMENTS AT FISHERMAN’S PARK, 1200 WILLOW STREET, BASTROP, TEXAS, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop has an interest in maintaining the Parks of Bastrop and;

WHEREAS, On January 28, 2014, the Bastrop City Council received a recommendation from the Parks Board for the location of the wheeled sports plaza to be located within Fisherman’s Park; and

WHEREAS, The City Council recognizes the importance of providing recreational opportunities in perpetuity on behalf of the citizens of the city of Bastrop.

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

Section 1: That the City Manager is hereby authorized to execute a Proposal for Design Services – Fisherman’s Park Improvements with Burditt Land/Place to design of park improvements, including a wheeled sports plaza and other associated improvements at Fisherman’s Park, 1200 Willow Street, Bastrop, Texas, as attached as Exhibit A.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

September 7, 2017

Mr. Trey Job
Director, Public Works, Water and Parks & Recreation
1209 Linden Street - P. O. Box 427
Bastrop, Texas 78602

Re: Proposal for Design Services; Fisherman's Park Improvements

Dear Mr. Job,

It has been a great pleasure assisting the City and citizens of Bastrop, most recently, in working together on the Cultural Heritage Trail Master Plan. Thank you for the opportunity to once again serve the Citizens of Bastrop in designing the Wheeled Sports Plaza and other associated improvements at Fisherman's Park.

Based upon our understanding of the project from prior discussions and the basic services outlined in the RFQ, the attached Exhibit A provides a detailed outline of our proposed Scope of Work and Fees. We most likely will have additional discussions regarding the individual project programs, scoping process, scheduling the calendar for public input meetings, project bidding/construction, etc., and we look forward to this during the project kickoff meetings.

Our proposal of work includes all required landscape architecture, architecture, civil engineering, lighting design, and irrigation design required to document and service the project throughout construction to closeout. MEP engineering and structural engineering will also be provided for program elements that do not fall under the specific responsibility of the selected vendor general contractor selected to complete final design and construct the *wheeled sports* elements of the project.

Our proposal includes the following:

1. Project Programming;
2. Public Involvement Meetings (4);
3. Selected Stakeholder Engagement as needed;
4. On-line Community Wide Survey;
5. Site Master Plan;
6. Preliminary Design of Wheeled Sports Park (WSP) facility and issuance of preliminary design drawings to pre-selected and approved vendors for WSP elements of the Fisherman's Park Improvements;
7. Initial Opinion of Probable Cost (OPC);
8. Preliminary Design Documents through Final Construction Documents for all associated facility amenities determined during Programming Phase such as, amphitheater, climbing wall, public space plaza or gathering space, wayfinding and/or signage, etc.
9. Updated OPC;
10. Final Design and OPC;
11. Issuance of Construction Documents;
12. Construction Administration through Project Closeout.

Mail:
P. O. Box 1424
Conroe, Texas 77305

Physical:
310 Longmire Road
Conroe, Texas 77304

www.burditt.com

Houston 281-447-2111
Conroe 936-756-3041
Fax 936-539-3240

Site topographic surveying and geotechnical engineering will be conducted on a cost-plus basis (or provided by the City) after project scoping and receipt of a bid for those services. Bids for individual studies will be submitted to the City for approval.

All plans will be prepared under the direct supervision of Landscape Architect of Record of Leroy Collins, RLA, LI, CPSI, Texas Registration # 1284, with appropriate seals affixed by representative professional staff and respective subconsultant Engineers responsible for other portions of the project.

We are prepared to begin upon Council approval and execution of a mutually approved Professional Services Agreement (PSA). We are pleased to provide a draft PSA for consideration if you prefer this over using the City's standard form. Thank you for the confidence placed in our firm to execute this important and exciting project. We look forward to designing together, engaging the public together, and successfully completing the improvements that will fulfill the City's vision to enhance Fisherman's Park for an increased variety of users. I look forward to discussing any questions you have or for comments regarding revisions you see as appropriate.

Very sincerely,



Charles Burditt

CB/wc

cc: Diana Wilson, RLA, AICP, LEED AP
Director of Planning

Attachment: Exhibit "A" Scope of Services
Terms and Conditions
2017 Burditt Consultants Hourly Rate Sheet

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337
AUSTIN, TEXAS 78711-2337

Approval and Notice To Proceed:

Date _____

By: _____

CITY OF BASTROP

EXHIBIT A
SCOPE OF SERVICES

PROJECT UNDERSTANDING

The initial project intent, as expressed in preliminary meetings with Staff, is to create a variety of improvements in Fisherman's Park in a location directly across from (and south of) the City's Splash Park. The primary components are a wheeled sports plaza that will be used by BMX bicyclists, skateboard enthusiasts, children's razor type scooters, while also accommodating wheel chair participants. Additionally, the area should be planned to provide amphitheater type seating and specific multi-use designed space that can be used for a variety of small performances and competitions. Secondary, yet important to the overall success of the project, should be associated hardscapes, benches, landscaping, potential teaching or educational opportunities, possible climbing wall, and complementary elements to the general vicinity of the park. Overall connectivity to the library and remainder of the park and splash park should also be considered.

The recommended process for executing the programming through design and construction of the improvements includes traditional methods of: 1.) programming, public involvement, preliminary design, final design documentation, construction bidding, and construction administration; and 2.) in the case of the wheeled component areas such as skateable bowls, snakerun or street plaza components, we will provide: 1.) programming, public involvement (4 public meetings), conceptual design documentation developed from public input and following the City's overall program, oversight and coordination of the selection of pre-qualified general contractors (skate park contractors experienced in performance of shot-crete construction and who will submit fixed bids based on the conceptual designs and take the drawings to final completion, construction administration of the selected vendor/general contractor through project closeout. Both methods will be performed in concert with the possibility of two contractors selected for the project or a project team contractor selection being made. Decisions regarding the efficacy of one approach over another will hinge greatly on the selected budget and phasing potential.

BASIC SCOPE OF SERVICES

The basic scope of services proposed for this project includes the following:

- I. **PHASE 1 - PRELIMINARY DESIGN:** Includes Program Development, Public Involvement (4 public meetings), Site Feasibility Assessment, Conceptual Design Elements, Preliminary Engineering Reports, Approved Site Master Plan, Preliminary Opinion of Probable Cost:
 1. Conduct initial Project Kickoff Meeting with Staff and Design Team. During this meeting, a recommended Project Schedule will be discussed covering the design and documentation schedule. Tasks will be addressed with goals and objectives determined. Discussion will also address potential internal engagement of other Staff, elected officials, and other City identified user groups.
 2. During initial meetings with Staff, we will coordinate and confirm design intentions, preliminary program needs, improvements and limits of work, team member roles, and project timeline.
 3. Receive existing AutoCAD base drawings (if any).

4. Initiate Survey information (topography, boundary, easements and utilities), Owner provided or as Cost-Plus reimbursable expense.
5. Initiate Geotechnical Study/Report, Owner Provided or as Cost-Plus reimbursable expense.
6. Review applicable documents as supplied and as provided by City including current code requirements.
7. Review preliminary site issues (prior to receipt of topographic and geotechnical reports) regarding suitability for project use.
8. Develop initial summary from Staff meetings and site visits in detailing the Preliminary Program. Update Program with input from Staff and other participants (if any) in prior meetings.
9. Conduct Initial Public Involvement Meeting No. 1 intended to gather input from community and to share general information about the project.
10. Review hydraulics and hydrology issues including floodplain limitations, lighting design, coordination with public and private utility companies, coordination of necessary permitting with applicable entities. Design in accordance with Bastrop Land Development Regulations, if and where applicable.
11. Prepare a Public Involvement Plan to engage Staff identified audiences. Determine goals for public involvement, identify means by which they will be reached, identify meeting dates and locations, assist in identifying user groups, provide content and assistance for use in web-oriented media, and assist in city public relations efforts such as on-line survey for community input.
12. Update, reaffirm and prepare Alternative Development and Design Scenarios for recommended new construction and potentially adjacent existing park renovations where applicable.
13. Conduct Public Involvement Meeting No. 3 intended to gather input from community and to share general information about the project.
14. Prepare Program Summary, Conceptual Design along with first Opinion of Probable Cost (OPC).
15. Meet with Staff to Review and Revise Preliminary Design.
16. Prepare Design Drawings of City Staff approved design scenarios, Update Opinion of Probable Cost (OPC).
17. Meet with Staff to review interim preliminary design submittal.
18. Revise drawings and OPC as instructed.
19. Present Preliminary Design and Opinion of Probable Cost for Staff, Parks Board and/or Council approval (formal presentation to Council Meeting if requested by Staff).
20. Conduct Public Involvement Meeting No. 3.

II. **PHASE 2 – DESIGN DEVELOPMENT PHASE:** This Phase encompasses both skateable areas as well as ancillary site elements important to other goals of the project.

1. Move forward with review of all preliminary engineering components (Civil, MEP, Structural) necessary to develop the site including new parking issues, lighting design, coordination with public and private utility companies, coordination of necessary permitting with applicable entities.
2. Refine Conceptual Design concepts selected by Staff, Parks Board (Council).
3. Meet with Staff to Review and revised design.
4. Prepare Design Development Drawings with Staff; Revise OPC.

5. Prepare Preliminary Civil, Structural, MEP, Architecture, Landscape Architecture Drawings including grading/drainage, and irrigation.
6. Meet with Staff to review Design Development submittal.
7. Prepare initial details, outline specifications, and OPC as applicable.
8. Present completed Preliminary Design and OPC to Staff and/or Council for approval.
9. Public Involvement Meeting No. 4 will be conducted during this phase with time/date at City's direction. The meeting is intended to be presented in a Town Hall type setting (come-and-go) the selected concept of Staff, Parks Board, Council while entertaining questions regarding the overall project.
10. **NOTE:** During this Phase of work, the pre-selection of prospective vendors to provide construction of the Wheeled Sports Park elements of the project will be determined with up to three (3) vendors selected to submit qualifications, proposals and bids for the project.

III. FINAL DESIGN: This phase will be entered with approval from Staff to proceed from Preliminary into Final Design.

1. Revise and update CADD base drawings from Landscape Architect, Architect, Civil/MEP/Structural Engineers, and Irrigation Designer as required to prepare final Construction Documents.
2. Prepare Final Construction Document Design at specific percentages as approved by Staff; i.e., 60%, 90% (or as otherwise directed) completion of Construction Documents.
3. Review bidding requirements (front end documents) with Staff and team.
4. Recommend Potential Phased Implementation Plan (as may be necessary or advisable based on approved OPC) with discreet bid packages for each discussed.
5. Update Opinion of Probable Costs and review with Staff and team.
6. Produce Final Sealed Landscape Architecture and Architecture Plans, Details and Specifications.
7. Produce Final Sealed Civil Engineer, Structural Engineer, MEP Engineer, Details and Specifications.
8. Produce Final Sealed Irrigation Plan, Details and Specifications.
9. Submit to TDLR Review (submittal and project number fees to be a reimbursable expense) prior to sealed Construction Documents being issued.

IV. BID/AWARD PHASE:

1. Prepare Project Manual and assist City Procurement Staff with Bidding, RFI, and Addendums.
2. Attend meeting with Staff and Procurement Representatives to review bidding dates, and probable construction timelines/deadlines.
3. Prepare electronic copies of bid package and forward to Staff, Procurement and to outside contract printing providers.
4. Attend and assist City Procurement (as required) in the Pre-bid meeting at City facilities.
5. Respond to requests for information (RFI) and questions from bidding contractors.
6. Issue Addenda as required.
7. Tabulate Bids and Make Recommendation on Award.

V. CONSTRUCTION OBSERVATION PHASE:

1. Coordinate with the City and assist/conduct the Project Pre-Construction Meeting as required by City.
2. Perform Construction Observation site visits in conjunction with construction progress meetings at intervals appropriate to the stage of construction.
3. Issue Observation Reports following site visits.
4. Provide recommendations to address changed, unknown, or unforeseeable conditions that may arise during construction.
5. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
6. Attend and conduct weekly construction progress meetings as necessary.
7. Review change orders and make recommendations for their approval.
8. Review Pay Applications and Submittals as required.
9. Perform Substantial Completion Site Visit to review punch list items for completion.
10. Submit Substantial Completion Observation Report to Staff.
11. Communicate and direct the contractor(s) of required preparation and delivery of "As-Built" plans and specifications.
12. Conduct Final Completion Observation and Closeout; develop and deliver final report to City.

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**EXHIBIT B
FEE SUMMARY & SCHEDULE**

BASIC SERVICES

A Preliminary Project Budget has yet to be established by the City. Inasmuch, we recommend a two-tiered approach with Phase 1 Services provided as a Lump Sum and remaining Phases 2-5 provided as a percentage based upon the most recently approved Opinion of Probable Cost (OPC). Adjustments will be made accordingly throughout the project as necessary to reflect changes in City Staff approved budgets. Opinions of Probable Costs will be approved at the end of each Phase of work and fees for subsequent phases adjusted accordingly.

Basic Services Fees Proposed as a Lump Sum and Percentage of Construction:

Phase 1 of Basic Services will be invoiced as a lump sum for the following services:

1. Project Programming;
2. Public Involvement Plan;
3. Public Involvement Meetings;
4. On-line Web Survey Development and Summary;
5. Additional Selected User Group Engagement;
6. Conceptual Design Scenarios of Project;
7. Initial Opinion of Probable Cost (OPC)

Subsequent Phases will be invoiced based upon a percentage of construction by using the most recently approved Opinion of Probable Cost (OPC). A Basic Services fee of 10 percent (10%) of approved OPC's will be charged for Phases 2-5 and adjusted in monthly invoices throughout the project.

Phase 1: Early Programming, Public Involvement, Conceptual Design, OPC	\$ 16,500
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*This phase is the lump sum portion of our services.

The following phases will be invoiced based upon a rate equal to 10% of the most recently approved OPC.

Phase 2: Design Development – Final Preliminary Design (35% of remaining fee)	\$ TBD*
Phase 3: Final Design - (40% of remaining fee)	\$ TBD
Phase 4: Bid/Award - (5% of remaining fee)	\$ TBD
Phase 5: Construction Observation - (20% of remaining fee)	\$ TBD

*To Be Determined based upon most recently approved Opinion of Probable Cost (OPC)

ADDITIONAL SERVICES

Boundary and Topographic Surveys, Geotechnical Testing and Assessments, Abstracting, Environmental Assessments, etc. that are required shall be provided by Owner or conducted by Consultant as Additional Services. If to be Consultant provided, Burditt shall undertake those activities by utilizing professional service providers agreeable by the City. Proposals for such services shall be obtained with fee proposals to be submitted to the City for approval and review.

EXHIBIT C

**BURDITT CONSULTANTS, LLC
2017 HOURLY RATES**

THE FOLLOWING HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES.

Hourly Basis Rates for all other Professional Services not covered under Basic Services and requested by City for any of the following services shall be at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Senior Planner	\$135
Wildlife Biologist / Wetland Scientist	\$135
Urban Forester	\$125
Natural Resource Planner	\$125
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Landscape Architecture Associate	\$110
Architecture Associate	\$110
Associate Planner	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date.

Reimbursable expenses and necessary approved sub-consultants (if requested by City and not currently required) but approved in writing by City shall be invoiced at cost plus ten percent (10%) the direct cost incurred.

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at Burditt Consultants, LLC's published 2017 Hourly Rates. Additional assignments include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by Client, any additional services requested by Client. Additional services will be provided, with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, within 30 days of receipt. Any invoice payment due past 60 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as CAD drawing plottings, expenses for boards or other public meeting presentation materials, blue or blackline prints, xerox enlargements, shipping, etc., shall be paid by Client at cost plus ten percent (10%).

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION

To the fullest extent permitted by law, Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. To the fullest extent permitted by law, reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at project beginning.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

TDLR DOCUMENTATION:

Pursuant to Texas Accessibility Standards (TAS) and ADA Requirements, Client is responsible for any fees associated with the review, filing and recording of the Landscape Construction Documents. If an Elimination of Architectural Barriers (EAB) project number is available, Client shall provide Burditt with the number prior to finalization of the Construction Documents. Pursuant to the requirements of the law, Burditt will file the plans for review.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts

\$1,000,000 – General Liability

\$1,000,000 – Professional Liability

Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if available:

1. Legal descriptions of property (CAD)
2. Any available site plan, electronic files of parking, utilities or easements.
3. If available, prior As-Built Plans from previous contractor services in adjacent work areas.



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2017- 91 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as Piney Creek Bend, being 90.93 acres of Bastrop Town Tract Abstract 11, located west of Carter Street, between Riverwood Drive and Reids Bend, within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

Site Address: West of Carter Street, between Riverwood Drive and Reids Bend (Attachment 3)
Total Acreage: 90.93 acres
Legal Description: 90.93 acres in Bastrop Town Tract, Abstract 11
Property Owner: Ron Healy/Waymaker Ventures
Agent Contact: Nick Sandlin, PE, Binkley and Barfield
Existing Use: Vacant/Undeveloped
Existing Zoning: Piney Creek Bend Planned Development
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has submitted a new Preliminary Plat for the Piney Creek Bend Subdivision. The plat is creating 170 single-family detached lots, one open space/drainage lot, and 52.794 acres of parkland/open space (Exhibit A). Development of the park will occur at a later date by the City. Much of the area will remain undeveloped as a buffer for Piney Creek.

The proposed single-family lots follow the lot standards adopted in the Planned Development.

Lot Standard	Number of Lots	Minimum Dimensions (feet)	Lot Size (square feet)
Urban 5	67	50 ft. by 110 ft.	6,000
Suburban 6	103	60 ft. by 120 ft.	7,200

The subdivision will have 7.91 acres of right-of-way that will be dedicated with seven new residential (50' ROW) streets that serve the subdivision and an additional 2.23 feet on the west side of the Carter Street (existing ROW 55.55'). Carter Street is designated as a Major Collector

in the Transportation Master Plan and as such the required right-of-way width is 60 feet. Of the remaining 4.45 feet, Piney Creek Bend subdivision will dedicate 2.23 feet.

Traffic Impact and Streets

A traffic impact analysis (TIA) was submitted as part of the 2015 planned development process, and assumed that 190 lots would be developed. Per the subdivision ordinance, a TIA must be updated if more than 12 months passes before the development is initiated. Because the current proposal includes only 170 lots, and no major developments have occurred in the area since the TIA was prepared, an updated TIA is not necessary.

The proposed development will provide two street connections located at Linden Street and Juniper Street. All proposed interior streets are classified as local streets with a 26 feet minimum pavement width, and meet the City's requirements for block width, length, and alignment.

Utilities

The development will connect to the existing water and wastewater lines along Carter Street. New water lines, wastewater lines, and a new wastewater lift station will be installed to serve the lots within the development. All water lines will be required to provide adequate fire protection facilities, such as appropriate line sizes and fire hydrants. Bastrop Power & Light will provide electrical service to the property.

Drainage

The proposed development is located adjacent to the eastern bank of Piney Creek, a major waterway that contains a watershed of approximately 38 square miles. All construction within the development will be required to mitigate any adverse impacts to the creek, as well as protect homes and infrastructure within the development from flood damages.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to Piney Creek, which ultimately drains into the Colorado River. Due to the property's close proximity to the river, storm water detention is not necessary, and could potentially cause a greater risk of flooding damages. During the construction plan phase, measures will be identified and required to address bank erosion and stabilization concerns.

Special flood hazard areas (SFHA) are located along the western boundary of the proposed development, which appear to affect several proposed building lots. In order to ensure homes and other infrastructure are properly protected from flooding, these areas must be filled and developed in accordance with City of Bastrop and FEMA standards. Additional information has been submitted by the applicant to determine the required finish floor elevations of the homes within the development.

PUBLIC NOTIFICATION:

Notifications were mailed to 41 adjacent property owners on October 10, 2017 (Attachment 2). At the time of this report, no written comments have been received. Five members of the public provided comments at the October 26, 2017 P&Z meeting.

POLICY EXPLANATION:

Preliminary Plats are reviewed by the Planning & Zoning Commission and a recommendation is provided. The plat and P&Z report are then forwarded to City Council for final approval. Further policy explanation is included in Attachment 1.

PLANNING & ZONING COMMISSION REPORT:

At the meeting, five members of the public spoke on four main concerns about the development.

Traffic Impact Analysis: Speakers were concerned about the additional traffic that the neighborhood will generate more traffic than the current Carter Street can handle. There was also concern that the Traffic Impact Analysis was done over a Thanksgiving week, generating low numbers. Staff verified that the TIA was submitted to the city in October 2016 and city staff took subsequent traffic counts during that week. The TIA shows that Carter Street is adequate for the increase in traffic.

Drainage: Speakers had concerns that current drainage flows across and occasionally pools on the Piney Creek Bend tract. Staff stated that the developer's engineering study and an engineering study being performed by consultants for the city have been taken into account during the design and layout of the subdivision to ensure that drainage to the creek is not adversely impacted.

Parkland: Speakers had questions about how the park land would be developed. Staff stated that of the 52.794 acres being dedicated, most would remain undeveloped to serve as a stream buffer in order to preserve the creek bank and maintain drainage capabilities.

Future Subdivision Regulations: Questions were asked about the applicability of future subdivision regulations that may be adopted in the future. Staff stated that the city cannot hold up approvals on the preliminary plat. Once approved, the final plat will follow the design of the preliminary plat, unless the development does not move forward within expiration timelines within the ordinance. If the preliminary plat expires, a new preliminary plat would have to be submitted under the current regulations.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017- 91 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as Piney Creek Bend, being 90.93 acres of Bastrop Town Tract Abstract 11, located west of Carter Street, between Riverwood Drive and Reids Bend, within the city limits of Bastrop, Texas, repealing all conflicting resolutions and providing and effective date.

ATTACHMENTS:

- Attachment 1: Policy Explanation
- Attachment 2: Surrounding Property Notification
- Attachment 3: Location Map
- Resolution
- Exhibit A: Preliminary Plat

RESOLUTION NO. R-2017- 91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PRELIMINARY PLAT KNOWN AS PINEY CREEK BEND, BEING 90.93 ACRES OF BASTROP TOWN TRACT ABSTRACT 11, LOCATED WEST OF CARTER STREET, BETWEEN RIVERWOOD DRIVE AND REIDS BEND, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, Waymaker Ventures ("the Applicant") has submitted a Preliminary Plat for Piney Creek Bend, a residential subdivision; and

WHEREAS, the Preliminary Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of the Piney Creek Bend Planned Development Zoning District; and

WHEREAS, the Preliminary Plat for Piney Creek Bend was recommended for approval by the Planning & Zoning Commission on October 26, 2017; and

WHEREAS, the Bastrop Planning and Development Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Piney Creek Bend Planned Development standards; and

WHEREAS, notice of the subdivision were sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1. The Preliminary Plat known as Piney Creek Bend, being 90.93 acres of Bastrop Town Tract Abstract 11, located west of Carter Street, between Riverwood Drive and Reids Bend, within the city limits of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This preliminary plat complies with the Future Land Use Plan. The plat includes 170 single-family lots that will provide single-family detached units. A 52.794-acre public park is proposed, which is along Piney Creek and is currently shown to be largely in the floodplain. The developer is in the process of studying the waterway and getting a Conditional Letter of Map Revision from FEMA that would reduce the amount of land in the floodplain.

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

This development is within the City's wastewater service area and is vacant land immediately adjacent to existing development. This subdivision connects to existing wastewater lines and continues the system in an efficient manner

- Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

The Piney Creek Bend Subdivision provides two lot size, 6,000 square feet and 7,200 square feet. The smallest single-family residential zone, SF-7, in the Zoning Ordinance requires the minimum lot size to be 7,000 square feet. This subdivision provides additional lot variety for city, while offering a modest increase in density from the City's Zoning Ordinance.

Local Government Code

- Sec. 212.002. Rules.

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

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

Section 212.004 Plat Required

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

The applicant has proposed subdividing an undeveloped 90.93-acre tract into 170 single-family lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the City upon their completion.

- Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:

Attachment 1

- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The preliminary plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

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

The plat conforms to the adopted Transportation Master Plan. A Traffic Impact Analysis was performed with the rezoning Planned Development. Additional right-of-way is being dedicated along Carter Street, to comply with the development's contribution to a 60 feet ROW. The plat also conforms with the Capital Improvement Plan and will install public extensions of the water and wastewater infrastructure.

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

Before the Final Plat can be approved, the City Engineer must approve the Public Improvement Construction Plan. Required improvements and bonds will be furnished before the recordation of the Final Plat.

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

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

Code of Ordinances Chapter 10 – Subdivisions

· Section 4.10 – Standard Procedure – Preliminary Plat

4.10.1. The subdivider shall submit a preliminary plat of the entire area being subdivided. Prior to the plat being placed before the Commission for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the detailed information set forth in paragraphs 4.10.1 and 4.10.2 is considered administratively complete.

Planning and Engineering staff have reviewed the Piney Creek Bend Preliminary Plat for compliance with subdivision and utility standards and have deemed the plat administratively complete.



**Notice of Pending Subdivision Approval
City of Bastrop
Planning & Zoning Commission
And City Council**

Dear Property Owner:

The **Planning & Zoning Commission** will hold a meeting on **October 26, 2017 at 6:00 p.m.** and the **City Council** will hold a meeting **Tuesday, November 14, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to approve a Preliminary Plat for 90.93 acres of the Bastrop Town Tract Abstract 11, to be known as Piney Creek Bend Subdivision, located to the west of Carter Street, between Riverwood Drive and Reids Bend, in the Bastrop city limits.

Owner/Applicant: Ron Healy/Waymaker Ventures

Address: 1900 Carter Street, Bastrop, TX 78602

Legal Description: Bastrop Town Tract Abstract 11, Acres 90.93

Number of Lots: 170 residential lots

The site location map and preliminary plat is attached for reference.

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

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

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

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



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9G

TITLE:

Hold Public Hearing and consider action to approve Resolution No. R-2017-92 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1008 Main Street, within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVES:

Allison Land, Planner and GIS Coordinator
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Permitted locations of alcohol sales are established by three location criteria: zoning district, frontage along specified sections of road, and proximity to churches, schools, and public hospitals. When a site is in a zone or along a frontage that allows the use, but distance to a church, school, or hospital prohibits alcohol sales, the Bastrop Code of Ordinances gives City Council the authority to approve a variance to the distance requirement. In this case, the Calvary Episcopal School meets the threshold to be considered a private school by the Texas Alcoholic Beverage Commission (TABC) definition. The site meets the separation requirements from the nearest church and public school, but the private school measurement is less than the required 300-foot separation.

POLICY EXPLANATION:

Article 4.02.004 Distance of premises from a church, school, or hospital

- (a) *No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital; provided, however, that the City Council may provide variances to the three hundred-foot limitation if the City Council determines that the enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community. For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law. This section does not apply to a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code. Additionally, this section shall not apply to any place of business that is legally selling alcoholic beverages*

at the same location for a continuous period of one year next preceding the establishment, construction or purchase of property for the establishment or construction of a church, public or private school, or public hospital, nor shall it apply to businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.

The premises requesting the variance is located at 1008 Main Street, which is within 300 feet of a private school (Calvary Episcopal School). The distance to a private school is measured in a direct line from property line to property line as defined in state law. The TABC definition of a private school is a privately-owned school, including parochial school, that offers a course of instruction for students in one or more grades, and has more than 100 students enrolled and attending courses at a single location. Calvary Episcopal School is offering courses to multiple grades, and has an enrollment this year of more than 100 students.

Now that the school meets the definition of a private school, it will limit the sale of alcohol for half of the downtown area. This is an inefficient use of the downtown area, does not serve the ordinance's intended purpose, and is not in the best interest of the public. Craft beer and wine tasting are a major tourist attraction in Texas. Seeing that Bastrop is making a push to increase tourism, preventing alcohol sales in half of downtown would limit tourist-attracting business.

The location requesting the variance is zoned Form-Based Code: Historic Main Street character zone. This property is in the Central Business District area, which permits alcohol sales. The distance to the school is the only thing preventing this use from being allowed by right.

The proposed business at this location is a craft beer store, where craft beer and wine would be sold by the glass. The business is also expecting to sell packaged beer and wine, various sundries, and packaged food items.

(b) Whether the grant of a variance from the rule prohibiting a person from selling or engaging in the business of selling any alcoholic beverage within three hundred (300) feet of any church, public or private school or hospital is in the best interest of the community shall be determined by the Council following a public hearing held by the Council to receive public input on the requested variance.

A public hearing is being held, and Council will make a determination tonight.

(c) Notice of the required public hearing, set forth in subsection (b) above, shall be provided to all property owners who are located adjacent to the site to which the variance would apply, if granted, including but not limited to notices to all churches, public or private schools, and hospitals in the area that may be potentially affected by the requested variance.

A notice of public hearing was posted in the newspaper as well as mailed out to property owners within 300 feet of the subject property (Attachment1). This buffer distance insures notice to all adjacent property owners as well as any churches and schools in the immediate area that would be affected by the requested variance.

(d) Any variance awarded pursuant to this section shall be by resolution, approved by the City Council for such purpose.

A proposed resolution is attached.

RECOMMENDATION:

Hold Public Hearing and consider action to approve Resolution No. R-2017-92 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1008 Main Street, within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

Attachment 1: Property Owner Notice including Location Map and Variance Request Letter
Resolution



RESOLUTION NO. R-2017-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING A VARIANCE TO BASTROP CODE OF ORDINANCES ARTICLE 4.02.004 SALE OF ALCOHOLIC BEVERAGES, DISTANCE OF PREMISES FROM A CHURCH, SCHOOL, OR HOSPITAL, ON PROPERTY LOCATED AT 1008 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the applicant representing 1008 Main Street acknowledges that the premise is located within 300 feet of a church, public or private school, or public hospital, as defined by and as the measurement of applicable distances are set forth by the State of Texas in the Alcoholic Beverage Code; and

WHEREAS, the applicant has applied for a variance pursuant to the Bastrop Code of Ordinances Article 4.02.004; and

WHEREAS, authority is granted to City Council to allow variances in the Texas Alcoholic Beverage Code Chapter 107.33; and

WHEREAS, public notice was sent in accordance with Bastrop Code of Ordinances 4.02.004; and

WHEREAS, after consideration of public input received at the hearing and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve granting a variance to the distance separation requirement of the premise to a private school; and

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

Section 1. A variance to the distance separation requirements established in the Bastrop Code of Ordinances Article 4.02.004 is hereby granted for the property located at 1008 Main Street within the Bastrop city limits.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**Notice of Public Hearing
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will conduct a public hearing **Tuesday, November 14, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to grant a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1008 Main St, within the city limits of Bastrop, Texas, establishing an effective date.

Owner/Applicant: Heather Hamrick
Address: 1008 Main Street, Bastrop, TX 78602
Legal Description: Building Block, BLOCK 8 West of Water ST, ACRES 0.127
Vary Distance From: Private School (Calvary Episcopal School)

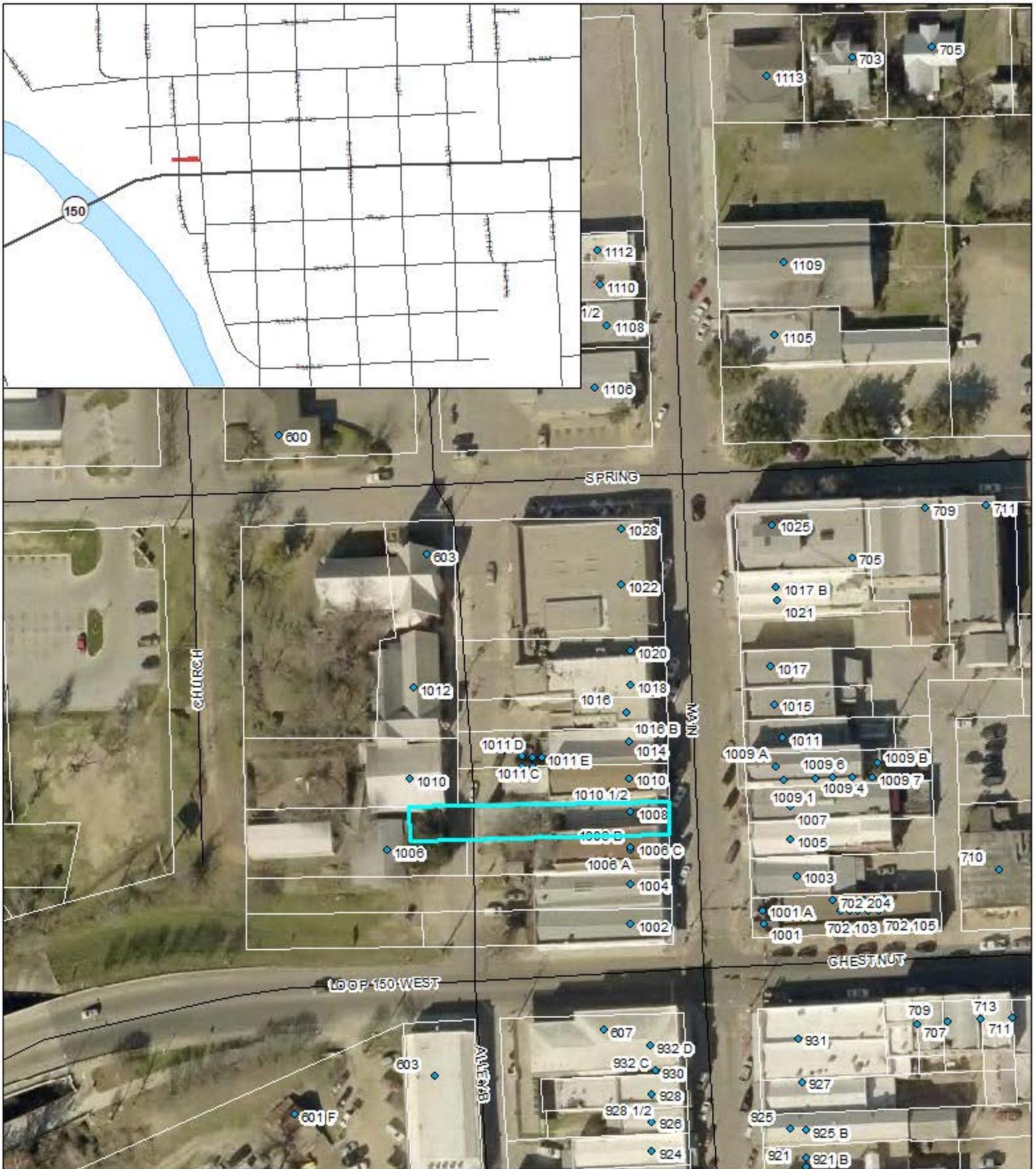
The site location map and applicant's request are attached for reference.

As a property owner within 300 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Business Regulations.

Property owners wishing to request a variance to the distance limitations must follow the rules within the City Business Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH4BURE_ART4.02SAALBE_S4.02.004DIPRCHSCHO

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



Location Map
 Variance to Alcohol Code
 1008 Main Street



1 inch = 100 feet



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

Date: 11/1/2017

Heather Hamrick

718 East Riverside Drive, Bastrop, Texas 78602

Phone: 512-762-8722

E-Mail: heather.hamrick@yahoo.com

RE: 1008 Main Street Bastrop, TX 78602 Request for Variance

TO WHOM IT MAY CONCERN

It is my wish to move my established on-premise and off-premise craft beer store from Cedar Park Texas to 1008 Main Street, Bastrop Texas. 1008 Main Street building is vacant and in final stages of renovation with the intent to lease. On October 11, 2017 I provided a business proposal to building owner agent, Jennifer Long. The lease is contingent upon the City of Bastrop approval of variance. It is my wish to sell wine and beer by the glass, can and/or bottle to our customers as well as off-premise sales of packaged beer and wine at/from the above location.

Although final plans have not been completed and may vary somewhat from those stated below, it is my intention to offer off-premise customers Texas based wines and Texas based craft beers, which will account for 20% of retail space. The remaining percentage of retail space will be on-premise sales of craft beer and wine.

In addition, I also intend to sell merchandize, cigarettes, cigars, various sundries and Texas made packaged food items. In addition, I foresee the possible expansion of food offerings from packaged food/snack items to a creative take on comfort foods.

In order to provide the above services to customers and guests, since 1008 Main Street is located close to the Calvary Episcopal School/Church property, and current ordinance does not allow alcohol sales within 300 feet of a school, please accept this letter as my formal "Request for Variance".

It is understood that upon approval of said variance by the City of Bastrop, I will apply to the Texas Alcoholic Beverage Commission (TABC) for the appropriate licenses. It should be noted that I currently hold an active and in good-standing Texas Alcoholic Beverage Commission (TABC) license under Best Effin LLC, D/B/A, Hamrick's Market and Craft Beer. It is my intention to apply for a new license with TABC to reflect new business and DBA name. Current other permits include Texas Sales and Use Tax Permit and Texas Cigarette and/or Cigars and Tobacco Products Taxes Permit.

Sincerely,

Heather Hamrick



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9G

TITLE:

Hold Public Hearing and consider action to approve Resolution No. R-2017-93 of the City Council of the City of Bastrop, Texas, Approving the Replat of Bastrop-Chapa, Lot 2 to be known as Bastrop-Chapa, Lot 2a and 2B, located at the northwest corner of Pecan Street and Magnolia Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

Site Address: 2300 Pecan Street (Attachment 3)
Total Acreage: 0.405 acres
Legal Description: Bastrop-Chapa Subdivision, Lot 2

Property Owner: Austin Area Builders/David McKenzie
Agent Contact: DeAnna Brooks, Olson Surveying

Existing Use: One single-family residential structure
Existing Zoning: Single-Family Residential 7, SF-7
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has submitted to replat the existing lot into two single-family residential detached lots. The Bastrop-Chapa Subdivision was created through the Minor Plat process in 2010, which created two residential lots. The existing Lot 2 is 17,772 square feet in size. The new lots, 2A and 2B, will be 7,797 and 9,975 square feet (Attachment 4). A house is currently under construction facing Pecan Street. The structure under development will meet all required setbacks and easements after the subdivision.

Streets

No additional right-of-way dedication is required, but a five foot Pedestrian Access Easement is proposed to accommodate a sidewalk on the north side of Magnolia Street.

Utilities

Existing water, wastewater and electric improvements are available for the additional lot.

Drainage

There are no additional public drainage requirements from the additional lot. Run-off created by the new houses will be considered during the building permit review to ensure no neighboring lots are affected.

PUBLIC NOTIFICATION:

Notifications were mailed to 16 adjacent property owners on October 10, 2017 (Attachment 2). At the time of this report, no comments have been received.

POLICY EXPLANATION:

Replats of subdivisions that create additional lots and have residential restrictions are required to hold a public hearing to consider the replat. The Planning & Zoning Commission reviews the request and provides a recommended action. The plat and P&Z report are then forwarded to City Council for final approval. Further policy explanation is included in Attachment 1.

PLANNING & ZONING COMMISSION REPORT

The Commission had concerns that the house under construction on Lot 2B was not verified with a form survey for the building foundation. The Commission approved the replat by a vote of 8-0, with the condition that a form survey be submitted to show compliance with the Subdivision Ordinance.

The form survey was submitted and showed an encroachment of one inch into the 15-foot setback between Lot 2A and 2B. A new plat is attached that moved the lot line between the two lots west one foot, resulting in Lot 2A now being 68 feet wide, which still meets the 60 foot required lot width.

RECOMMENDATION:

Hold Public Hearing and consider action to approve Resolution No. R-2017-93 of the City Council of the City of Bastrop, Texas, Approving the Replat of Bastrop-Chapa, Lot 2 to be known as Bastrop-Chapa, Lot 2a and 2B, located at the northwest corner of Pecan Street and Magnolia Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for a repealing clause; and providing an effective date.

ATTACHMENTS:

Attachment 1: Policy Explanation

Attachment 2: Surrounding Property Notification

Attachment 3: Location Map

Resolution

Exhibit A: Preliminary Plat

RESOLUTION NO. R-2017- 93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE REPLAT OF BASTROP-CHAPA, LOT 2 TO BE KNOWN AS BASTROP-CHAPA, LOT 2A AND 2B, LOCATED AT THE NORTHWEST CORNER OF PECAN STREET AND MAGNOLIA STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, Austin Area Builders (“the Applicant”) has submitted a Replat for Lot 2 of the Bastrop-Chapa, a residential subdivision; and

WHEREAS, the Replat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of the Single-Family 7 (SF-7) Zoning District; and

WHEREAS, a public hearing was held and the replat for Lot 2 of Bastrop-Chapa was recommended for approval by the Planning & Zoning Commission on October 26, 2017; and

WHEREAS, the Bastrop Planning and Development Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Texas Local Government Code Section 212 governing replats; and

WHEREAS, notice of the subdivision were sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1: The Replat Plat known as Bastrop-Chapa, Lot 2A and 2B, previously Lot 2, of the Bastrop-Chapa Subdivision, located at the northwest corner of Pecan Street and Magnolia Street, within the city limits of Bastrop, Texas is hereby approved for recording, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

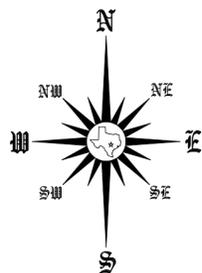
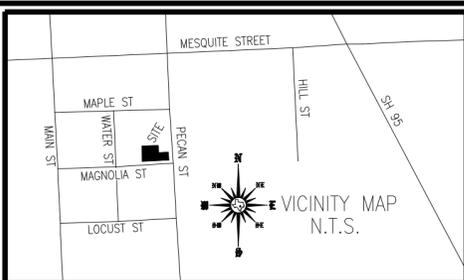
Ann Franklin, City Secretary

APPROVED AS TO FORM:

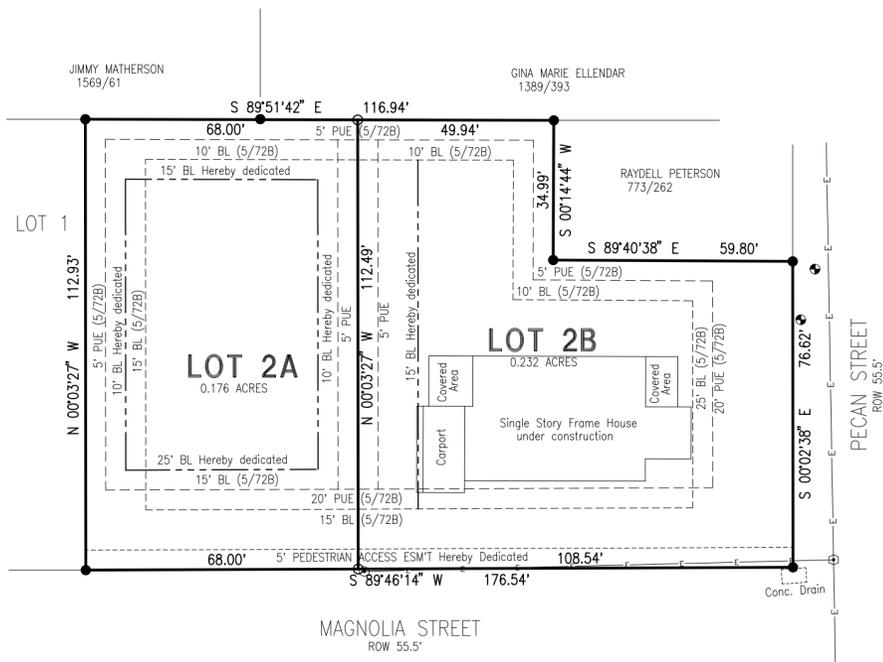
Alan Bojorquez, City Attorney

BASTROP-CHAPA LOTS 2A & 2B

a Replat of Bastrop-Chapa Lot 2



LEGEND
 ○ IRON ROD SET
 ● IRON ROD FOUND
 ● WATER METER
 -x- FENCE LINE
 -E- ELECTRIC LINE
 — BOUNDARY LINE
EASEMENT ABBREVIATIONS
 BL BUILDING LINE
 PUE PUBLIC UTILITY EASEMENT
RESTRICTIONS: 5/72B BCPR
CITY OF BASTROP ZONING
SINGLE FAMILY RESIDENTIAL-7



STATE OF TEXAS }
 COUNTY OF BASTROP }

I, ROSE PIETSCH, COUNTY CLERK FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE _____ DAY OF _____, 201___, A.D. AT 201___, A.D., AT _____ O'CLOCK ____ M.,

IN THE PLAT RECORDS OF SAID COUNTY IN PLAT CABINET _____, PAGE _____, FILED FOR RECORD

ON THE _____ DAY OF _____, 201___, A.D.

ROSE PIETSCH
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

DEPUTY

STATE OF TEXAS }
 COUNTY OF BASTROP }

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

MICHAEL D. OLSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 REG. NO. 5386
 711 WATER STREET
 BASTROP, TEXAS 78602
 512-321-5476

DATE:

BEING Lot 2, Bastrop-Chapa, a subdivision in the City of Bastrop, Bastrop County, Texas, as recorded in Plat Cabinet 5, Page 72B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the west line of Pecan Street, a 55.55 foot street with the north line of Magnolia Street, a 55.55 foot street, according to the plat of the City of Bastrop as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records, for the southeast corner of Lot 2.

THENCE with the north line of Magnolia Street and south line of Lot 2, S 89 deg. 46 min. 14 sec. W, 176.54 feet to a 1/2 inch iron rod found at the southwest corner of Lot 2 and southeast corner of Lot 1.

THENCE with the east line of Lot 1 and west line of Lot 2, N 00 deg. 03 min. 27 sec. W, 112.93 feet to a 1/2 inch iron rod found, the northwest corner of Lot 2, the northeast corner of Lot 1, in the south line of the Jimmy Matherson tract, recorded in Vol. 1569, Page 61, Bastrop County Official Public Records.

THENCE with the north line of Lot 2 and south line of the Matherson tract and the Gina Marie Ellendar tract as recorded in Vol. 1389, Page 393, Bastrop County Official Public Records, S 89 deg. 51 min. 42 sec. E, 116.94 feet to a 1/2 inch iron rod found at the northwest corner of the Raydell Peterson tract as recorded in Vol. 773, Page 622, Bastrop County Official Records.

THENCE with the upper east line of Lot 2 and west line of the Peterson tract, S 00 deg. 14 min. 44 sec. W, 34.99 feet to a 1/2 inch iron rod found at the southwest corner of the Peterson tract, for the interior corner of Lot 2.

THENCE with the lower north line of Lot 2 and south line of the Peterson tract, S 89 deg. 40 min. 38 sec. E, 59.80 feet to a ? inch iron rod found in the west line of Pecan Street, the southeast corner of the Peterson tract for the lower northeast corner of Lot 2.

THENCE with the lower east line of Lot 2 and west line of Pecan Street, S 00 deg. 02 min. 38 sec. E, 76.62 feet to the POINT OF BEGINNING.

1. ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISION, BASTROP-CHAPA, RECORDED IN PLAT CABINET 5, PAGE 72B, PLAT RECORDS, BASTROP COUNTY, TEXAS, SHALL APPLY TO THIS PLAT.

2. ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

3. 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.

4. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF BASTROP

5. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY MULTI-FAMILY OR NON-RESIDENTIAL CONSTRUCTION. (CITY LIMITS ONLY)

6. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

7. WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.

8. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.

9. ELECTRIC SERVICE IS PROVIDED BY BASTROP POWER & LIGHT.

10. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

11. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.

12. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO APPLICABLE TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) REGULATIONS.

13. APPROVED UNDER ORDINANCE #2017-13 REGARDING IMPACT FEE ASSESSMENT TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE.

14. DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.

15. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48021C0215E FOR BASTROP CO., EFFECTIVE 01/19/2006, COMMUNITY # 480022 AND IS IN ZONE 'X'.

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

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

18. BLANKET TEMPORARY ACCESS AND CONSTRUCTION EASEMENT DOCUMENT # _____ HAS BEEN PROVIDED FOR CONSTRUCTION ACCESS.

19. AS SHOWN HEREON, A TWENTY (20) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ADJACENT TO STREET ROW ON ALL LOTS. A FIVE (5) FOOT WIDE P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE.

20. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

21. 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.

22. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

23. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY VEGETATION AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF BASTROP ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.

24. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.

25. BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF BASTROP ZONING ORDINANCE. (CITY LIMITS ONLY)

STATE OF TEXAS }
 COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS:

THAT AUSTIN AREA BUILDERS, LLC., ACTING BY AND THROUGH DAVID MCKENZIE, PRESIDENT, BEING THE OWNER OF LOT 2, BASTROP-CHAPA, A SUBDIVISION RECORDED IN PLAT CABINET 5, PAGE 72B, IN THE CITY OF BASTROP, AND AS CONVEYED TO ME BY DEED RECORDED IN DOCUMENT #201707751, OFFICIAL RECORDS OF BASTROP TEXAS, DO HEREBY AMEND SAID TRACT IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

Bastrop-Chapa Lots 2A & 2B, a Replat of Bastrop-Chapa Lot 2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 201___,

DAVID MCKENZIE, PRESIDENT
 AUSTIN AREA BUILDERS, LLC
 208 OLD POTATO RD
 PAIGE, TEXAS 78659

STATE OF TEXAS }
 COUNTY OF BASTROP }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 201___, A.D.

NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS

SEAL

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }
 COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, NOBLE CAPITAL SERVICING, LLC, BEING THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENT AND ROADS SHOWN HEREON. TO BE KNOWN AS:

Bastrop-Chapa Lots 2A & 2B, a Replat of Bastrop-Chapa Lot 2

WITNESS MY HAND THIS THE _____ DAY OF _____, 201___,

GRADY E. COLLINS, MANGER
 NOBLE CAPITAL SERVICING, LLC
 8200 N. MOPAC EXPY. #320
 AUSTIN, TEXAS 78759

STATE OF TEXAS }
 COUNTY OF BASTROP }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 201___, A.D.

NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS

SEAL

PRINTED NAME OF NOTARY / EXPIRES

APPROVED THIS DAY _____ OF _____ BY THE CITY COUNCIL OF BASTROP, TEXAS.

APPROVED:

ATTEST:

CONNIE B. SCHROEDER, MAYOR
 CITY OF BASTROP, TEXAS

CITY SECRETARY,

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This replat complies with the Future Land Use Plan. The plat includes two single-family lot that will provide single-family detached units. A parkland dedication fee-in-lieu will be required for the additional lot.

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

This development is within the City's wastewater service area and is adjacent to existing development. This replat provides for infill development within an area that has existing capacity.

- Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

This replat provides two lots that are above the minimum lot size. The smallest single-family residential zone, SF-7, in the Zoning Ordinance requires the minimum lot size to be 7,000 square feet.

Local Government Code

- Sec. 212.002. Rules.

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

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

- Sec. 212.014. Replatting without Vacating Preceding Plat.

A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) is signed and acknowledged by only the owners of the property being replatted;
- (2) is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving plats; and
- (3) does not attempt to amend or remove any covenants or restrictions.

The proposed replat meets all of the requirements above.

- Sec. 212.010. Standards for Approval

(a) The municipal authority responsible for approving plats shall approve a plat if:

- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The preliminary plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

Attachment 1

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

The plat conforms to the adopted Transportation Master Plan. The additional lot will not create an additional traffic burden to the current infrastructure. A Pedestrian Access Easement is provided on the north side of Magnolia to accommodate the sidewalk construction.

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

No bond is required as no new public infrastructure is required. The required sidewalk will be built during construction of the house or a fee-in-lieu will be provided.

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

The replat complies with the requirements of the adopted Subdivision Ordinance.

Code of Ordinances Chapter 10 – Subdivisions

- Section 4.10 – Standard Procedure – Preliminary Plat

4.10.1. The subdivider shall submit a preliminary plat of the entire area being subdivided. Prior to the plat being placed before the Commission for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the detailed information set forth in paragraphs 4.10.1 and 4.10.2 is considered administratively complete.

Planning and Engineering staff have reviewed the Bastrop-Chapa Subdivision Lot 2A and Lot 2B, a Replat of Bastrop-Chapa Subdivision Lot 2 for compliance with subdivision and utility standards and have deemed the plat administratively complete.



**Notice of Pending Subdivision Approval
City of Bastrop
Planning & Zoning Commission
And City Council**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **October 26, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing **Tuesday, November 14, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to approve the Replat of Bastrop-Chapa Subdivision, Lot 2 into two residential lots, located at 2300 Pecan Street in the Bastrop city limits.

Owner/Applicant: Austin Area Home Builders- David McKenzie

Address: 2300 Pecan Street, Bastrop, TX 78602

Legal Description: Bastrop-Chapa, Lot 2, Acres 0.4054

Number of Lots: 2 residential lots

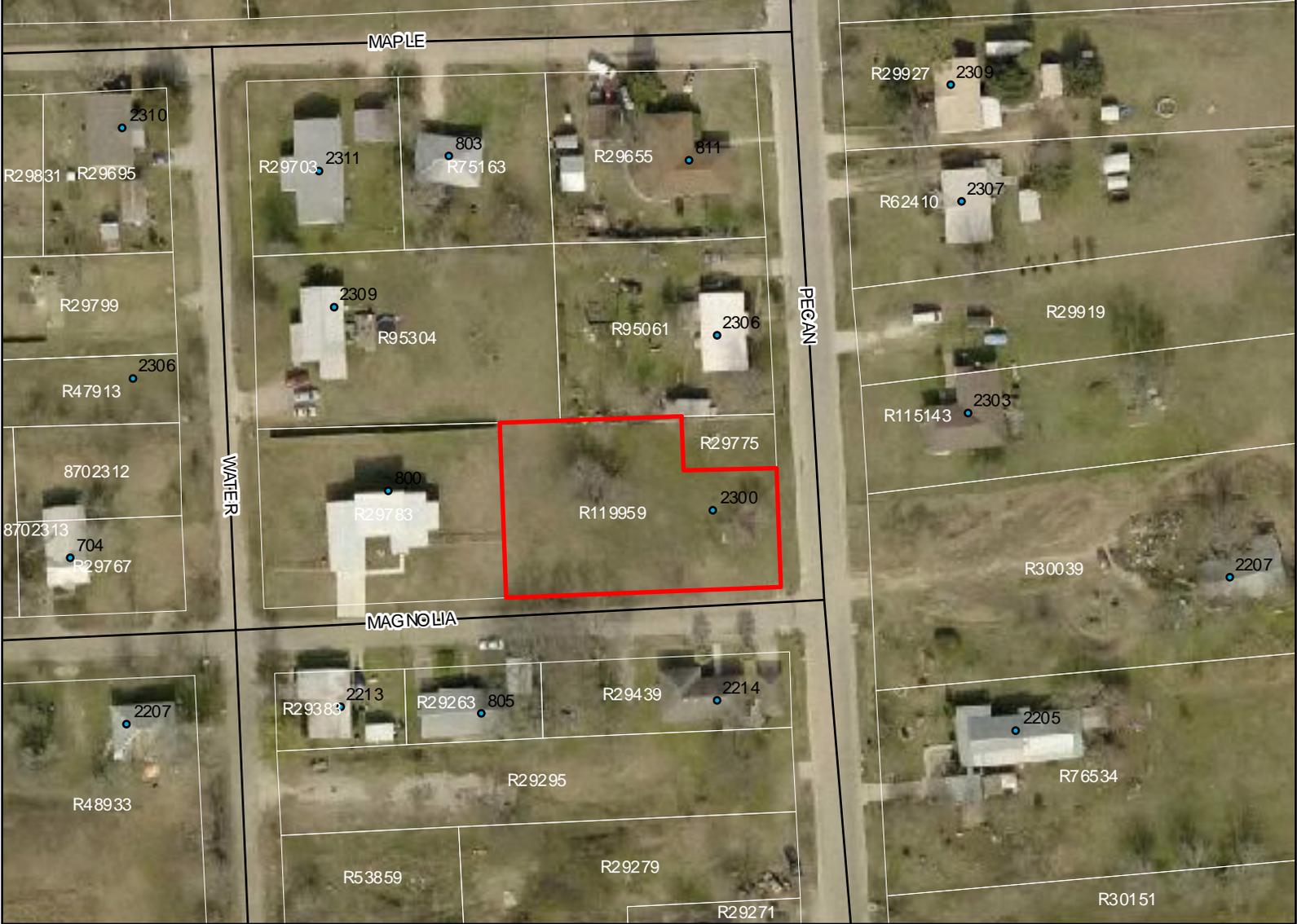
The site location map and Re-plat is attached for reference.

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

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

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

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



Attachment 3 Location Map Bastrop Chappa Lot 2

1 inch = 100 feet

Date: 9/29/2017

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



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9H

TITLE:

Consider action to approve Resolution No. R-2017-82 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Reuse and Recycling Center between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

On July 11, 2017, Kevin Berry with Bastrop County made a presentation on the County's household hazardous waste program. Bastrop County, in partnership with the City of Smithville and Lee County, pursued a grant through CAPCOG/TCEQ for a household hazardous waste facility last year. The County will conduct quarterly collections. This facility is located at the Precinct 2 Road and Bridge Yard at the intersection of Taylor and 2nd street in Smithville.

At this time, annual commitments are:

- Bastrop County - \$10,000
- Lee County - \$5,000
- City of Smithville - \$5,000

The County has also committed to providing the personnel and HAZWOPPER training necessary to conduct the collections. The monetary commitments are intended to cover disposal costs of the collections.

POLICY EXPLANATION:

The County Staff are planning the first event. Each entity will be granted 25 vouchers. Our residents will go to the TADS Building, 211 Jackson Street, to obtain their voucher, once a date is advertised.

Since the July 11th presentation, County Staff have created a web page and Facebook page to increase public awareness of this facility. Work plan item CS#13 (Community Safety) says that Staff will "educate citizens on the City's participation in countywide Household Hazardous Waste program. The Multi-Media Department Team have been in contact with Kevin Berry and are developing an education awareness campaign to inform Bastrop residents of this program.

FUNDING SOURCE:

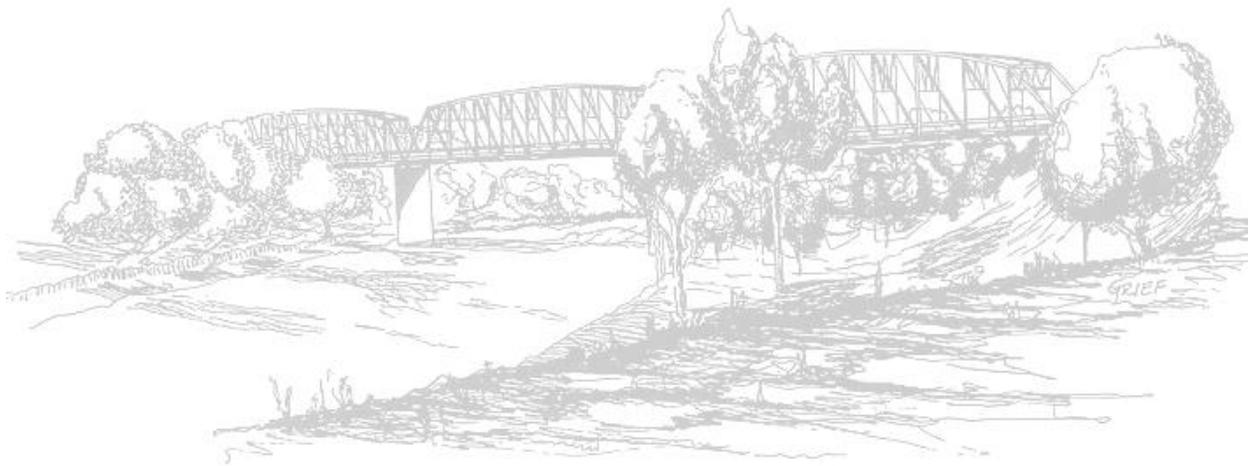
Funding for this program in the amount of \$3,000 was included in the FY 2018 Budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-82 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Reuse and Recycling Center between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Interlocal Agreement



RESOLUTION NO. R-2017-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF BASTROP COUNTY REUSE AND RECYCLING CENTER BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop has an interest in participating in the Bastrop County Reuse and Recycle Center and;

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the City of Bastrop is authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement.

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

Section 1: That the City Manager is hereby authorized to execute an Interlocal Agreement for Operation and Maintenance of Bastrop County Reuse and Recycling Center between City of Bastrop and Bastrop County, as attached as Exhibit A.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF
BASTROP COUNTY REUSE AND RECYCLING CENTER
BETWEEN
CITY OF BASTROP
AND
BASTROP COUNTY**

This Operation and Maintenance Agreement for the Bastrop County Reuse and Recycling Facility ("**BCRR**") is entered into by and between Bastrop County ("**Bastrop County**") and City of Bastrop ("**City of Bastrop**")

RECITALS

WHEREAS, Bastrop County, a local political subdivision of the State of Texas and the City of Bastrop, a local political subdivision of the State of Texas, hereby enter into this Interlocal Agreement ("**Agreement**") for the purpose to cooperate, operate and maintain the facility in Bastrop County for the purpose of managing, storing, and disposing household hazardous waste; and

WHEREAS, the BCRR will serve and benefit the residents of City of Bastrop; and

WHEREAS, the City of Smithville ("**Smithville**") and Lee County ("**Lee County**") will also enter into their own Interlocal Agreement with Bastrop County for the use of BCRR, together Bastrop County, Lee County, City of Bastrop, and Smithville will collectively be known as the "**Participants**" of the Agreement; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, City of Bastrop is authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement; and

WHEREAS, City of Bastrop desires to enter into this Agreement to provide the terms and conditions under which the BCRR will be operated.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City of Bastrop agrees as follows:

1. Facility. For purposes of this Agreement, the term "Facility" means and includes real property, buildings, equipment and other property located at 911 South MLK, Smithville, Texas 78957.
2. Allocation of Operation and Maintenance Costs. City of Bastrop confirms and agrees that they shall contribute money for the cost of operating and maintaining the BCRR:

City of Bastrop contribution: \$3,000 per year

3. Establishment of Funds. Bastrop County agrees to establish a "**Facility Fund**" (defined herein) as provided in this Section:
 - a. The Facility Fund shall hold and reserve funds to pay for the operation and maintenance of the Facility ("**Facility Costs**"). The Facility Fund shall be administered by Bastrop County through the general fund.
 - b. The Facility Administrator is the Bastrop County Auditor. The Facility Administrator shall create a code for the Facility Fund and administer funds and pay bills. The depository at which the Facility Fund is held and the signatories on such Fund may be changed from time to time by the Administrator of that account; provided, however, that notice of such changes are reported to the Oversight Committee (defined herein) created under Section 7 of this Agreement.
 - c. All sums on deposit in the Facility Fund shall at all times either be insured by the Federal Deposit Insurance Corporation or collateralized in the manner required by Chapter 2257, Texas Government Code.

4. Facility Administrator.
 - d. City of Bastrop agrees that a Bastrop County representative shall be the initial administrator of the Facility Fund ("**Facility Administrator**").
 - e. The Facility Administrator shall have the responsibility and authority to establish the Fund as provided in Section 3, above, and to disburse funds from such Fund in the manner and for the purposes set forth in this Agreement. The Facility Administrator will have the duty to deposit all sums received from the Participants under this Agreement into the Facility Fund and to maintain proper books and records of that Fund. The Facility Administrator will secure and maintain insurance coverage. The cost of such insurance will constitute an expense of the Facility.

5. Budget. An annual budget for operation and maintenance (O&M) including any equipment needed shall be prepared and approved by the participants. Within thirty (30) days of the start of each fiscal year, the participants shall deposit their allocated share with the Facility Administrator.

If City of Bastrop fails to timely deliver a Facility Fund Payment as required by this Section, then the Facility Administrator shall notify the other Participants as soon as practicable. A failure of City of Bastrop to timely deliver the Facility Fund Payment shall constitute a default under this Agreement.

6. Accounting. The Facility Administrator shall maintain complete books and records showing all deposits into and expenditures of any nature from the Facility Fund, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to governmental entities in Texas. Such books and records shall be available for examination at the offices of the Facility Administrator by the duly authorized officers or agents of City of Bastrop during normal

business hours upon request made not less than five (5) business days prior to the date of such examination. The Facility Administrator shall maintain such books and records until at least four (4) years after completion of the Facility. If the Facility Administrator is changed by the Participants, all books and records relating to the Facility Fund shall be promptly turned over to the new Facility Administrator.

7. Oversight Committee.

- a. Committee Representatives. There is hereby established a standing advisory committee (the "***Oversight Committee***") consisting of one (1) representative of each Participant. The initial members of the Oversight Committee are:

Representative, Bastrop County
Representative, Lee County
Representative, City of Smithville
Representative, City of Bastrop

The participants may change its designated representative on the Oversight Committee by providing written notice to the other Participants in accordance with this Agreement.

- b. Meetings. Any member of the Oversight Committee may also request a meeting to consider issues related to this Agreement or to address other situations that need attention. The meetings shall be held at a time and place reasonably convenient for the Oversight Committee members.
- c. Purpose. The purpose of the Oversight Committee is to review, consider, and make recommendations to BCRR on all matters pertaining to the Facility, including, but not limited to, the Annual O&M Budget, expenditures of money from the Facility Fund and O&M Fund, scopes of work, actual costs compared to budgeted estimates, and any other matters relating to the Facility. Meeting minutes or a brief report summarizing each Oversight Committee meeting will be prepared and delivered to each member of the oversight committee by the Facility Administrator, or designee.
- d. Voting. Any recommendation or action of the Oversight Committee will require the affirmative vote of a majority of the Oversight Committee members at a meeting. Members may also vote by email or phone.
- e. Recommendations. All recommendations or actions of the Oversight Committee will be memorialized in writing and the Facility Administrator or designee shall provide a copy of such written recommendation to all of the members.

8. Operations. Bastrop County shall also designate an Operations Manager (OM). The OM shall be responsible for developing the operation guidelines, schedules, waste handling,

safety, spill prevention, security, and emergency response plans. The OM shall also be responsible for maintenance of the site and equipment.

The Facility shall be manned with properly trained personnel. Each participant shall have at least two (2) persons trained and available to staff the site when required on a part-time basis. Volunteers will also be used as needed.

9. Maintenance. The Operations Manager shall notify the Oversight Committee when maintenance or repair is required for the site or equipment and recommend action to be taken. The Oversight Committee will evaluate the options and approve any actions and expenditures above \$100.00.

10. Event of Default. Subject to the Force Majeure provisions of this Agreement, the following events, if not cured by the defaulting Participant within thirty (30) days of receipt of written notice from a non-defaulting Participant (the "*Cure Period*"), shall be considered a breach of this Agreement (each an "*Event of Default*"):

- a. Failure to make payments or deposits in the amount or in the time period set forth in this Agreement; or
- b. Failure to comply with any other conditions or terms of this Agreement or to take any actions required by this Agreement.

If an Event of Default is not cured within the applicable Cure Period, then the dispute resolution provisions in Section 11 shall apply.

11. Dispute Resolution. The Participants agree to negotiate in good faith and attempt to resolve any dispute between them arising under this Agreement. If the Participants are unable to resolve the dispute or to agree on a course of action within thirty (30) calendar days after the end of the Cure Period, then they agree to submit the dispute to mediation. The cost of mediation will be divided equally among all the Participants. The burden of proof as to whether a Force Majeure Event has occurred or as to whether the Force Majeure Event has prevented performance is upon the defaulting Participant. The burden of proof as to whether an Event of Default has occurred or regarding a failure to cure is on the non-defaulting Participant. If the dispute is resolved by mediation, the relief obtained as a result of mediation is the exclusive remedy available to the Participants related to the Event of Default. If the dispute is not resolved within ninety (90) calendar days after submission of the dispute to a mediator, each Participant will have all rights and remedies which may be available under law and equity, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages or mandamus.

12. Force Majeure.

a. Definition. Except as otherwise provided below, the term "*Force Majeure Event*" means any act or event, whether foreseen or unforeseen, that meets all three (3) of the following tests:

1. The act or event prevents a Participant (the "*Nonperforming Participant*"), in whole or in part, from (i) performing its obligations under this Agreement; or (ii) satisfying any conditions precedent to the

- obligations of the other Participant or Participants (the "**Performing Participants**", whether one or more) under this Agreement; and
11. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Participant; and
 111. The Nonperforming Participant has been unable to avoid or overcome the act or event by the exercise of due diligence.

.Despite the generality of the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds and a Force Majeure Event does not excuse any obligation by either a Performing Participant or a Nonperforming Participant to make any payment or deposit required under this Agreement.

- c. Actions on Occurrence of Force Majeure Event. No later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Nonperforming Participant will furnish the Performing Participant with written notice describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Nonperforming Participant's obligations under this Agreement. During the continuation of the Force Majeure Event, the Nonperforming Participant will furnish timely, regular written notices updating the information contained in the initial notice, and providing any other information that the Performing Participant reasonably requests. In addition, during the continuation of the Force Majeure Event, the Nonperforming Participant will exercise commercially reasonable efforts to overcome, mitigate or limit damages to the Performing Participant, continue to perform its other obligations under this Agreement (to the extent it is able), and cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires. When the Nonperforming Participant is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Participant written notice to that effect and will resume performance under this Agreement no later than five (5) business days after the notice is delivered.

13. Term. This Interlocal Agreement shall have a three (3) year term, beginning on the date last signed below. Ninety (90) days prior to the termination date all participants will be encouraged to extend the term for an additional three (3) years.

14. Miscellaneous

- a. Actions Performable; Venue. All actions to be performed under this Agreement are performable solely in Bastrop County, Texas. Venue for any action arising under this Agreement will be in Bastrop County, Texas.
- b. Governing Law. The Participants agree that this Agreement has been made under the laws of the State of Texas in effect on the Effective Date, and that

any interpretation of this Agreement at a future date will be made under the laws of the State of Texas.

- c. Severability/No Waiver. If a provision of this Agreement is finally declared void illegal, or unenforceable by any court or administrative agency having jurisdiction; the remaining provisions will not be affected, but will continue in effect as nearly as possible in accordance with the original intent of the Participants. Any failure by a Participant to insist upon strict performance by another Participant of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Participant may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- d. Complete Agreement/Amendment. This Agreement, including the attached exhibits, represents the complete agreement of the Participants and supersedes all prior written and oral agreements or understandings related to the subject matter of this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement of all of the Participants.
- e. Exhibits; Headings, Construction and Counterparts. All schedules and exhibits, if any, referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The Participants acknowledge that each of them have been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Participant will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
- f. Notice. All notices under this Agreement must be in writing. Any notice given under this Agreement must be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Participant to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Participant to be notified and with all charges prepaid; (iii) by personally delivering it to the Participant, or any agent of the Participant listed in this Agreement; or (iv) by facsimile or (v) by email, and if by email, a confirming copy must also sent by first class United States Mail.

For purposes of notice, the addresses of the Participants will, until changed as provided below, be as follows:

Bastrop County:

Name: County Judge
Address: 804 Pecan Street, Bastrop, TX 78602
Phone: 512-332-7201
Fax: 512-581-7103
Email: purchasing@co.bastrop.tx.us

Lee County:

Name: County Judge
Address:
Phone:
Fax:
Email:

City of Smithville:

Name: City Manager
Address
Phone:
Fax:
Email:

City of Bastrop

Name: Lynda Humble, City Manager
Address: 1311 Chestnut, Bastrop, TX 78602
Phone: 512-332-8800
Fax: 512-332-8819
Email: lhumble@cityofbastrop.org

Each Participant may change its respective contact and address to any other address within the United States of America by giving, at least five (5) calendar days' written notice to the other Participants.

- g. Assignment. This Agreement is not assignable by any Participant without the prior written consent of all other Participants. The foregoing will not be deemed to prohibit a Participant's Percentage Share being transferred by operation of law to a successor of a Participant upon dissolution of that Participant under the Texas Water Code, and this Agreement will be binding upon and inure to the benefit of any such successor.

- h. Authority. Each Participant represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Participant represents that he or she is an authorized representative of and has the authority to sign this document on behalf of the respective Participant.

- 1. Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be extended to the next day that is not a Saturday, Sunday or legal holiday.

- J. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Participants may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Participants agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Participants shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

- k. Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the Participants, any right, remedy, or Claim under or by reason of this Agreement; or any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Participants shall be for the sole and exclusive benefit of the Participants. Nothing in this Agreement is intended to interfere with any agreements of any Participant with any third party.

The Bastrop County and City of Bastrop have executed this Agreement as of the date(s) indicated below.

Bastrop County, Texas

By: _____
Name:
Title

Date: _____, 2017

City of Bastrop, Texas

By: _____
Name: Lynda K. Humble
Title City Manager

Date: _____, 2017



STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9I

TITLE:

Consider action to approve the first reading of Ordinance 2017-94 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the November 28, 2017, City Council agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2017. Funds included in these amendments are detailed below:

General Fund includes:

- Legislative budget required an increase due to unbudgeted communication expense (iPads, phones, etc.).
- Organizational department short due to 380 reimbursement agreement with Bastrop Retail (Burluson Crossing).
- Savings were obtained from various department budgets, making the amendment net change zero.
- The transfer into the Innovation Fund is to set aside available funds over the 25% fund balance requirement to fund specific projects in the FY18 budget.

Main Street Program Fund includes:

- Increasing revenue from Hotel Occupancy to cover salary increase for the Director.
- Increased expenses related to this salary increase.

Hunter's Crossing Public Improvement District Fund includes:

- Increase legal expense to cover the compliance audit of the Public Improvement District.

POLICY EXPLANATION:

The City Charter requires that when the budget is amended, that the amendment be by Ordinance.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2017-94 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various

amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date; and move to include on the November 28, 2017 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2017-94
- Exhibit "A"



ORDINANCE NO. 2017-94

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City 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 2017; and

WHEREAS, the Mayor and City 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, TEXAS THAT:

Section 1: That the proposed budget amendments for the Fiscal Year 2017, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2017.

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

Section 3: 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.

Section 4: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 14th day of November 2017.

READ and ADOPTED on Second Reading on the 28th day of November 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
FY 2017
BUDGET AMENDMENTS
GENERAL FUND

Audited Fund Balance 9/30/16	3,833,587	
FY 2017 Projected Appropriations	10,508,574	
FY 2017 Projected Appropriations	(10,742,583)	
11/2017 Budget Amendments (net)		
3/2017 Budget Amendments (net)	(5,950)	
8/2017 Budget Amendments (net)	0	
9/2017 Budget Amendments (net)	(487,500)	
Ending Fund Balance	<u>3,106,128</u>	29% (Policy is 25% of Operating Expenses)

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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New Revenue:

Matching Revenues to Expenditures:

Total Revenues	0
	0

Matching Expenditures to Revenues:

New Expenditures:

Legislative	Increase	(2,000)	Communication	101-01-00-5401
Organizational	Increase	(35,000)	380 Agreement Reimb-Sales Tax	101-02-00-5644
Finance	decrease	9,000	Equip/Software Maint	101-05-00-5320
Police	decrease	11,000	Maintenance Agreement	101-09-10-5310
Public Works	decrease	17,000	Engineering	101-18-10-5530
Multiple Depts	Increase	(487,500)	Transfer to - Innovation Fund	101-02-00-8135

Total Expenditures	(487,500)
Net Change	(487,500)

**FY 2017
BUDGET AMENDMENTS
MAIN STREET PROGRAM**

Audited Fund Balance 9/30/16	944
FY 2017 Projected Revenues	196,050
FY 2017 Projected Appropriations	(201,650)
8/2017 Budget Amendments (net)	
11/2017 Budget Amendments (net)	<u>4,656</u>
Ending Fund Balance	<u><u>0</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Matching Revenues to Expenditures:				
	Neutral	12,500	Transfer In-Hotel Occupancy Tax	503-00-00-4717
	Total Revenue	<u>12,500</u>		
Matching Expenditures to Revenues:				
	Neutral	(5,000)	Operational Salaries	503-00-00-5101
	Neutral	(2,844)	Retirement	503-00-00-5151
New Expenditures:				
	New Expenditures:	0		
	Total Expense	<u>(7,844)</u>		
	Net Change	4,656		

BUDGET AMENDMENT

FY2017

General Fund

- Police - Increase expense budget neutral from insurance proceeds received;
- Parks – Increase park equipment with transfer in from Electric fund for Delgado Park;
- City Secretary budget - Increase elections due to unbudgeted runoff required;
- City Manager – Increase salaries and professional services due to New City Manager and Interim City Manager.

The budget amendment was a zero net change due to savings that were recognized from contingency funds and salary savings in other departments.



BUDGET AMENDMENT

FY2017

Electric Fund

- Increase transfer out to General Fund for park equipment at Delgado Park.

The budget amendment was taken out of recognized excess fund balance above the 35% required by the Financial Management Policy.



BUDGET AMENDMENT

FY2017

Hotel/Motel Tax Fund

- Increase budget for funding of the Destination Marketing Organization;
- Increase organizational funding budget for the approved Tier III funding level



BUDGET AMENDMENT

FY2017

Main Street Fund

- Increase expense budget neutral from insurance proceeds received;
- Increase promotional activities budget from increased revenue generated by these events.

The budget amendment was a zero net change with revenue increases offsetting expense increases.





STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 9J

TITLE:

Consider action to approve Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, awarding a contract for the installation of holiday lighting to Décor IQ for the unit prices as shown on Exhibit A; not to exceed the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00); authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfilling the City's Mission & Vision. This item is identified in the FY18 Work Plan as UE#7 (Unique Environment), which is "Improve Christmas Lighting at Fisherman's Park & Downtown."

POLICY EXPLANATION:

A Request-for-Proposal (RFP) was developed to provide holiday lighting for Fisherman's Park and Main Street. Décor IQ provided per unit pricing detail, which is attached as Exhibit A to the Resolution. Funding of \$125,000 was provided in the FY 2018 Budget for Christmas Lights. This project will not exceed the budgeted amount.

FUNDING SOURCE:

These funds were budgeted for FY18.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, awarding a contract for the installation of holiday lighting to Décor IQ for the unit prices as shown on Exhibit A; not to exceed the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00); authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - Décor IQ Pricing Details

RESOLUTION NO. R-2017-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX AWARDED A CONTRACT FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, FOR THE UNIT PRICES AS SHOWN ON EXHIBIT A; NOT TO EXCEED THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the vision to improve Bastrop's Unique Environment through enhancing programming to a four diamond, AAA standard Christmas; and

WHEREAS, Improving the holiday lighting at Fisherman's Park and on Main Street meets that intent and is Item UE#7 in the City's FY 2018 Workplan; and

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a contract for the installation of holiday lighting in Fisherman's Park and on Main Street with Décor IQ in an amount not to exceed \$125,000.00.

Section 2: That the City Council of the City of Bastrop has found Décor IQ, to be a subject matter expert in the field of holiday lighting.

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

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

PASSED AND APPROVED this 14th day of November, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



Price Details

1. Fisherman's Park/June Hill Pape Riverwalk

Price per tree to wrap with warm white LED lights from 12'-14'	\$ 210 per tree
Price to install/remove lights on 425' of Iron Fencing	\$ 650
Price to install/remove 12' tall Tree of Lights	\$ 950 per tree
Price to install/remove light strands "hanging" from trees (20' max)	\$ 14 per light drop
Price to install/remove 90' of lighted garland on each Overlook Deck	\$ 450 per Overlook
Price to install/remove 1,400 lights on each overlook Deck (option 2)	\$ 295 per Overlook

2. Downtown – Main Street (Spring St. – Walnut St.)

Price per tree to install an average of 10,000 lights per tree (trunks, branches, & canopies)	\$1,800 per tree
• Alternate Option: Price to install lights only on trunks & branches	\$ 600 per tree
Price for Overstreet Lights (per foot)	\$ 4.5 per foot
Price for LED Lighted garland and Red Structural Bows on Lamposts	\$ 145 per light pole

Décor IQ Designer Recommendation:

2017 - Install lights on trees, Iron Fencing, Three 12' tall Tree of Lights, Lights on Overlook Decks, Overstreet Lights, Garland with Bows on Lamposts and Lights in downtown Trees, but only on the trunks and branches.



STAFF REPORT

MEETING DATE: November 11, 2017

AGENDA ITEM: 10A

TITLE:

The City Council shall convene into Executive Session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek advice of its attorneys regarding the operation of Hunters Crossing Public Improvement District and *Whiteaker et. al v. Forestar Group, Inc. et. al*, Cause No. 423-5020, filed in the 423rd Judicial District, Bastrop County, Texas, along with 14 other property owner lawsuits making identical claims against the same 12 named defendants in which the City and the Hunters Crossing Local Government Corporation are listed among the defendants and are currently pending in the Bastrop County district courts.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: November 14, 2017

AGENDA ITEM: 11

TITLE:

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

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

