

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



May 23, 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

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – Reverend Bernie Jackson, Trinity Zion Ministries

4. PRESENTATIONS

4A. Presentation of Joint Proclamation between Bastrop County and the City of Bastrop recognizing Memorial Day.

4B. Mayor's Report

4C. Councilmembers' Report

4D. City Manager's Report

5. WORK SESSION/BRIEFINGS

5A. Presentation from Bastrop Central Appraisal District Interim Chief Appraiser, Richard Petree, on the 2017 Appraisal Process.

- 5B. Discuss changes to the Ethics Ordinance as proposed by the Ethics Committee and City Attorney David Bragg.
- 5C. Receive briefing regarding the issuance of a Public Notice about the Corrosion Control Study.
- 5D. Receive briefing on progress of Rodeo Ground Improvements located at Mayfest Park.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited monthly Financial Report for the period ending April 30, 2017.
- 6B. Receive report from Bastrop Economic Development Corporation.

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

- 8A. Consider action to approve minutes from the May 9, 2017 and May 16, 2017 meetings.
- 8B. Consider action to approve the second reading of Ordinance 2017-16 of the City Council of the City of Bastrop, Texas granting a Conditional Use Permit to allow a one-story church administration building, for 0.44 acres of Farm Lot 1, East of Main Street, located at 1208 Water Street, within the city limits of Bastrop, Texas; setting out conditions; establishing an effective date.
- 8C. Consider action to approve the second reading of Ordinance 2017-14 of the City Council of the City of Bastrop, Texas granting an amendment to the Pecan Park Residential Planned Development (Ordinance #2015-15) for approximately 204.576 acres within the Mozea Rousseau survey, abstract number 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as part of the overall Pecan Park Conceptual Plan; setting out conditions; establishing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

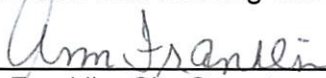
- 9A. Consider action to approve Resolution R-2017-29 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of an emergency shelter in the amount of \$1,067,000 to North Star Construction and Consulting, LLC; and Authorizing the City Manager to execute all necessary documents for the construction of the emergency shelter to be located at 1209 Linden Street, Bastrop, Texas; and establishing an effective date.
- 9B. Consider action to approve Resolution R-2017-30 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of drainage infrastructure and bank stabilization on Riverwood Drive in the amount of \$251,170 to D&S Concrete Contractors; authorizing the City Manager to execute all necessary documents for the installation of drainage improvements associated with the project; and establishing an effective date.
- 9C. Consider action to approve Resolution R-2017-31 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a new monitoring well and a 1,500 gallon per minute production well in the amount of \$668,539 to Brien Water Wells; authorizing the City Manager to execute all necessary documents for the installation of the monitoring and production well henceforward know as well site (J); and establishing an effective date.
- 9D. Hold public hearing and consider action to approve a Replat of Tahitian Village, Unit 4, Block 9, Lots 4-1257, 4-1258, 4-1259 with subdivision variance from Chapter 10, Section 7.10.1 and Section 7.10.2 F Suburban standards for lot size and lot depth.
- 9E. Consider action to approve Resolution R-2017-33 of the City Council of the City of Bastrop, Texas approving a Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas; and establishing an effective date.

10. EXECUTIVE SESSION - NONE

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: Friday, May 19, 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: May 23, 2017

AGENDA ITEM: 4A

TITLE:

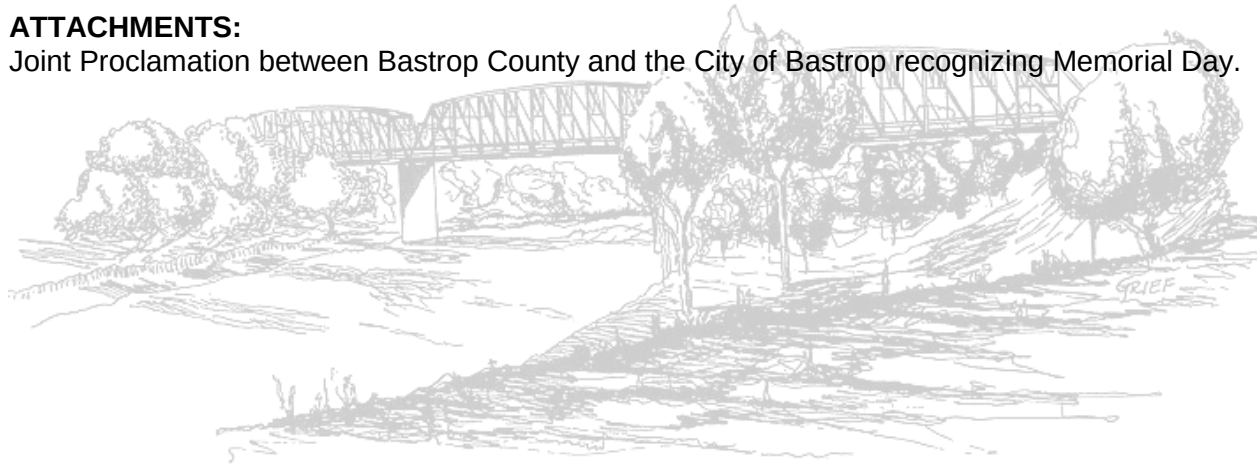
Presentation of Joint Proclamation between Bastrop County and the City of Bastrop recognizing Memorial Day.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

ATTACHMENTS:

Joint Proclamation between Bastrop County and the City of Bastrop recognizing Memorial Day.





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Memorial Day was first proclaimed on May 5, 1868 by General John Logan, and

WHEREAS, Memorial Day has been officially observed in the United States of America on the last Monday in May when Congress passed the National Holiday Act of 1971, and

WHEREAS, Memorial Day is set aside to recognize and remember the veterans who died fighting for our nation and the liberties we enjoy today, and

WHEREAS, we owe a debt of gratitude for the sacrifices of the many men and women who answered and answer today, the Nation's call to patriotic duty; to those who fought and fight today with honor and valor to safeguard the American way of life; and

WHEREAS, Bastrop County and the City of Bastrop join with people across the nation in remembrance of those who died serving their Country during war and those who have died since their return home from war, and

NOW, THEREFORE, we, Connie Schroeder, Mayor of the City of Bastrop, and Paul Pape, Bastrop County Judge, along with our respective City Council and Commissioners Court, proclaim Monday, May 29, 2017, as:

MEMORIAL DAY

and ask all citizens to join in this observance.

Paul Pape
Bastrop County Judge

Connie Schroeder
Mayor, City of Bastrop



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 4B

TITLE:
Mayor's Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 4C

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 4D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 5A

TITLE:

Presentation from Bastrop Central Appraisal District Interim Chief Appraiser, Richard Petree, on the 2017 Appraisal Process.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 5B

TITLE:

Discuss changes to the Ethics Ordinance as proposed by the Ethics Committee and City Attorney David Bragg.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
David Bragg, City Attorney

BACKGROUND:

Judge Chris Duggan, Chairman of the Ethics Committee, will present the Committee's recommended changes to the Ethics Ordinance, as discussed during their May 1st meeting, for discussion with Council.

ATTACHMENTS:

- Red-lined version of Ethics Ordinance with recommended changes.
- Version, with recommended changes accepted, for ease of reading and comprehension.

ARTICLE 1.15 - CODE OF ETHICS

DIVISION 1. - GENERALLY

Sec. 1.15.001 - Definitions.

“Board, body, commission, and task force” means and includes ~~includes~~ any group of individuals assigned, appointed, or serving the city at the Council's or City Manager's request or direction, or any group otherwise convened by the city to assist with city business.

“Business entity” means either a ~~A~~ sole proprietorship, partnership, limited partnership, firm, corporation, limited liability company, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

“City Council” ~~means the Mayor and elected members of the City Council. All members of the city's governing body, including the mayor.~~

“City official” includes all of the following:

(1) Every member of the City Council (including the ~~mayor~~ Mayor), the City Manager, the Executive- Director of the economic development corporation, the City Attorney, the City Secretary, all city department directors, the police chief, the fire chief, the fire marshal, and ~~includes~~ persons acting in the capacity of the aforementioned city officials, whether appointed, or employed, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.;

(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;

(3) All board members of any entity who are appointed by the City Council to such board membership; and

(4) Any other individual identified by the City Council, local or state law to be a city official, if any.

“Clear and convincing evidence” means that ~~.-The~~ measure or degree of proof that produces in the mind of the members of the Ethics Commission~~commissioners~~ a firm belief as to the truth of the facts or allegations sought to be established.

“Confidential government information” means ~~.-Includes~~ all information held by the city that is not available to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.

“De minimis” means a ~~.-A~~ value or amount that is so small as to be entirely inconsequential.

“Degree of affinity” means a r ~~.-Relationship~~ by affinity (marriage) as defined in Texas V.T.C.A. Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)

“Degree of consanguinity” means a r ~~.-Relationship~~ by consanguinity (blood) as defined in V.T.C.A. Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)

“Documents” means includes all writings (notes, correspondence, memoranda, reports, computer print-outs, etc.), drawings, drafts, charts, photographs, tape or disc recordings (whether sound or video), and all other data compilations from which information can be obtained or translated, regardless of the medium on which the documents are stored or maintained.

“Economic interest” means a ~~.-Includes, but is not limited to,~~ legal or equitable property interests in land, chattels, and intangibles, business opportunities~~advantages~~, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service by a city official or employee as an officer, director, advisor, or otherwise active participant in an nonprofit entity~~educational, religious, charitable, fraternal, or civic organization~~ does not create, for that city official or employee, an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the

employee or city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

“Employee” is a ~~Is any~~ person employed by the city ~~whether under civil service regulation or not~~, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include but such term shall not be extended to apply to any independent contractor or contractual consultant.

“Intentionally” means the act or omission was done with a ~~A person acts intentionally, or with intent, with respect to the nature of his or her conduct or to a result of his or her conduct when it is his or her conscious objective or desire to engage in the conduct or cause the result.~~

“Knowingly” means an ~~actual awareness of the impropriety of the acts or omissions in question, at the time of the act or practice complained of. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness. A person acts knowingly, or with knowledge, with respect to the nature of his or her conduct or to circumstances surrounding his or her conduct when he/she is aware of the nature of his or her conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his or her conduct when he/she is aware that his or her conduct is reasonably certain to cause the result.~~

“Official action” i ~~Includes:~~

(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of ~~an~~ city official's or employee's duties; and

(2) Any unexcused failure to act if the city official or employee is under a duty to act ~~and knows that inaction is likely to substantially affect an economic interest of the city official or employee.~~

“Official information” means ~~Includes~~ information gathered or provided pursuant to the power or authority of city government.

“Recklessly” means ~~A person acts recklessly, or is reckless,~~ with respect to circumstances surrounding his or her conduct or the result of his or her conduct when he ~~or~~ /she is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must

be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same or similar circumstances.~~all the circumstances as viewed from the actor's standpoint.~~

“Representation” means. ~~Encompasses~~ all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings.

(Ord. No. 2015-20, pt. 1A., 10-13-15)

Sec. 1.15.002 – Limitation on Application of Ethics Ordinance

This Ethics Ordinance does not apply to any person that is employed by the City that who reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.

Secs. 1.15.00~~3~~2—1.15.030 - Reserved.

DIVISION 2. - CURRENT CITY OFFICIALS AND EMPLOYEES

Sec. 1.15.031 - Improper economic benefit.

(a) General rule. A city official or employee shall not take any official action that he or she knows ~~or~~ is likely to affect, or that might reasonably be expected to affect, the economic interests of:

- (1) The city official or city employee;
- (2) His or her parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity;
- (3) His or her outside client;
- (4) A member of his or her household;

(5) The outside employer of the city official/employee or the outside employer of the city official's ~~or~~/employee's parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity;

(6) A business entity in which the city official or employee knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest;

(7) A business entity which the city official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;

(8) A business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or

(9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):

(A) From whom, within the past twelve (12) months, the city official or employee, or his or her spouse, child or parent, directly or indirectly has:

(i) Solicited an offer of employment; or

(ii) Received and not rejected an offer of employment; or

(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or

(B) With whom the city official or employee, or his or her spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities.

(Ord. No. 2015-20, pt. 1B., 10-13-15)

~~Sec. 1.15.032—Accountability of city officials.~~

~~All city officials who serve on the City Council, a board, body, commission, or task force shall either cast a vote on motions presented and subject to a vote; or:~~

~~—— (1) Shall file and disclose the nature and extent of a conflict presented which prohibits the city official from voting, as set forth in section 1.15.031(b)(2) above; or~~

~~—— (2) Shall state for the record, with specificity, the reason that the city official declines to vote on the matter.~~

Sec. 1.15.0323 - Unfair advancement of private interests.

(a) General rule. A city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official or employee violates this rule if he ~~or~~ she represents to a person that he or she will or may ~~and/or will~~ attempt to provide any advantage to that person, based on the city official's or employee's position on the governing body or with the entity.

(b) Special rules. The following special rules apply in addition to the general rule noted above:

(1) Acquisition of interest in impending matters. A city official or employee shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official or employee knows, or has reason to know, that the city official's or employee's interest will be directly or indirectly affected by impending official action by the city.

(2) Reciprocal favors. A city official or employee may not enter into an agreement or understanding with any other person that official action by the city official or employee will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.

(3) Appointment/employment of relatives. A city official or employee shall not appoint or employ, or vote to appoint or employ, any relative of the city official or employee within the second degree affinity and third degree of consanguinity, to any office or in any position within the city, including a position of employment with the city.

(c) Recusal and disclosure. A city official or employee whose conduct would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in section 1.15.031(b).

Sec. 1.15.034 - Gifts.

City officials and employees shall adhere to state law regarding giving and ~~for~~ receiving or/accepting gifts, as set forth in the V.T.C.A. Penal Code, ch. 36 et seq., and as amended from time to time.

Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.

(a) Representation by a currently serving member of a board, body, commission or task force. A city official or employee who is currently a member of a board, body, commission, or task force shall not ~~appear before or~~ represent any person, group, or entity: ~~to communicate views either contrary to or supporting a decision reached or a recommendation made by the member's own board, commission or task force:~~

(1) Before the member's own board, body, commission or task force; or

(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or

(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction ~~and~~/or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.

(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official or employee shall not represent any person, group, or entity before the City Council, its boards, bodies, commissions, or task

forces. A city official or employee may, however, represent himself or herself, ~~other than himself or herself,~~ or his or her spouse or minor children, ~~concerning matters upon which the member has direct standing,~~ before the City Council, its boards, bodies, commissions, or task forces ~~if he or she can demonstrate a . To represent him/herself, his/her spouse or minor children before the City Council, boards, bodies, commissions and task forces, the city official or employee must demonstrate personal, direct standing on the issue at hand. For purposes of this rule, "standing" shall mean that the individual is able to prove personal injury or/interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.~~

(2) Client representation exception for board members on certain matters. ~~A The general rule stated in subsection (b)(1) does not apply, however, to a city official who is serving only as or employee who is representing others, as clients, before the City Council, boards, bodies, commissions or task forces, when such a person is classified as a 'city official' only because he or she is an appointed member of a board, body, commission, or task force may represent others before the City Council, boards, bodies, commissions or task forces if the matter is not related, directly or indirectly to his or her duties as a city official. Accordingly, currently serving city officials and employees may represent clients before the City Council, boards, bodies, commissions or task forces, on matters that are not related to their own service on such boards.~~

(3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official or employee shall not:

(A) Assert the prestige of the city official's or employee's city position for the purpose of advancing private interests; or

(B) State or imply that he or she is able to influence any city action on any basis, other than on the merits of the matter.

(c) Representation in litigation adverse to the city.

(1) City officials and employees. ~~, other than board, body, or commission members. A city official or employee, excluding a person who is classified as a city official only because he or she in [is] an appointed member of a city board, body, commission or task force,~~ shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, with the exception of defense of suits

involving misdemeanors, if the interests of that person, group, or entity are adverse to the interests of the city. This provision does not prevent a person who is a city official solely because of his or her service on a city board, body, commission or task force from representing a person or entity in litigation adverse to the City so long as the litigation is not related, directly or indirectly to his or her duties as a city official.

(Ord. No. 2016-10, pt. 1, 5-10-16)

Sec. 1.15.036 - Conflicting outside employment.

A city official or employee shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of ~~-, his or her~~^{their} official duties. A city official or employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's or employee's performance of his or her work responsibilities with the city. For employees, all outside employment shall comply with the city's employment personnel policies or procedures.

Sec. 1.15.037 - Confidential information.

(a) Improper access. A city official or employee shall not use his or her position to obtain official information ~~about any person or entity~~ for any purpose other than the performance of official duties.

(b) Improper disclosure or use. A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's or employee's position, ~~concerning the property, operations, policies or affairs of the city.~~ This rule does not prohibit:

- (1) Any disclosure of information that is no longer confidential by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

(c) Executive sessions. A city official or employee may not disclose the content of discussions held in executive sessions except to say which topics were discussed (as shown on the agenda).

(d) Pending litigation. A city official or employee may not discuss pending litigation with any person other than the City Manager and City Attorney without the express authorization of the City Attorney. Any inquiries from any person must be referred immediately, without substantive comment, to the City Attorney.

Sec. 1.15.038 - Public property and resources.

A city official or employee shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:

- (1) Pursuant to duly adopted city policies; or
- (2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.15.039 - Political activity.

(a) Influencing subordinates.

(1) A city official or employee shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official or employee:

(A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or

(B) To refrain from engaging in any lawful political activity.

(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.

(b) Paid campaigning. A city official or employee shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official or employee received in return for providing information about an

item on the ballot. This rule does not prohibit a city official who is a candidate for public office from accepting campaign contributions for his or her own campaign.

(c) City-owned vehicles. A city official or employee shall not display or fail to remove political campaign materials on any vehicle owned by the city under the city official and/or employee's control.

Sec. 1.15.040 - Supervisory duties.

A city official or employee who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials and employees by this article. Reasonable efforts includes notifying and making information regarding this article readily available.

Sec. 1.15.041 - Training.

(a) Employees. The City Manager will make reasonable efforts to ensure that city employees receive training related to this article, at a minimum of every twenty-four (24) months.

(b) City officials. The city attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.

Sec. 1.15.042 - Actions of others.

(a) Violations by other persons. A city official or employee shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision of this Code in this article.

(b) Using others to engage in forbidden conduct. A city official or employee shall not knowingly or intentionally ~~or recklessly~~ violate, or attempt to violate, the provisions of this article through the acts of another.

Secs. 1.15.043—1.15.060 - Reserved.

DIVISION 3. - FORMER CITY OFFICIAL(S) AND EMPLOYEE(S)

Sec. 1.15.061 - Subsequent representation of private interests.

(a) Representation by a former member of the Council, board, body, commission, or task force.

(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official or employee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:

(A) Before the City Council, board, body, commission or task force;

(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or

(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official or employee was a member.

(2) This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board, body, commission or task force.

(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official or employee shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.

(b) Representation in litigation adverse to the city. A former city official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official or employee shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official or employee to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official or employee shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official or employee violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. (See also city charter, [sSection 13.01.](#)). [This section does not prohibit the City Council or City Manager from contracting with a former city official to perform consulting services for the benefit of the City.](#)

Sec. 1.15.063 - Continuing confidentiality.

A former city official or employee shall not use or disclose confidential governmental information acquired during their service as a city official or employee. This rule does not prohibit:

- (1) Any disclosure or use that is authorized or required by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

Secs. 1.15.064—1.15.090 - Reserved.

DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY

Sec. 1.15.091 - General rule.

City affairs must be conducted without bias or prejudice. A city official or employee shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, sexual identity, or socioeconomic status, and shall not permit others subject to his or her direction and control to do so.

Sec. 1.15.092 - Exceptions.

A city official or employee is not in violation of this section~~liable under this provision~~:

(1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official or employee acting upon a supervisor's direction; or

(2) For ~~conduct involving the legitimate~~ advocacy of issues involving a position relating to race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.

Sec. 1.15.093 - Definitions.

For purposes of this division:

“Good faith” means ~~t.~~ That the city official or employee has a reasonable basis for believing, and does in fact believe, that the conduct in question is lawful and not discriminatory.

“Legitimate advocacy” ~~.-T~~means that the position espoused is not frivolous.

“Manifesting by words or conduct, bias or prejudice” ~~i.~~ Includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.

Secs. 1.15.094-1.15.120 - Reserved.

DIVISION 5. - ENFORCEMENT

Sec. 1.15.121 - Creation of ethics commission.

An ethics commission ~~is hereby shall be~~ created and consists of ~~five three (3)~~ members, all of whom must reside within jurisdiction of the city, which for purposes of this article expressly includes the city's extraterritorial jurisdiction. ~~Within sixty (60) days of its adoption of this article, e~~Each member of the City Council ~~may will~~ submit to the ~~Mayor city attorney~~ names of recommended appointees ~~for vacant positions~~. The ~~city attorney will provide the recommended appointees to the M~~mayor, ~~shall~~ who will ~~make the appointment or appointments, subject to confirmation by the then appoint the three (3) members of the ethics commission, upon concurrence of the members of the~~ City Council. Members of the ~~E~~ethics ~~C~~ommission may not hold or be a candidate for any ~~city~~ elected or appointed ~~city~~ office any time during their service on the ethics commission.

Sec. 1.15.122 - Terms/limits.

Appointees to the ~~E~~ethics ~~C~~ommission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the ~~E~~ethics ~~C~~ommission for twelve (12) consecutive months.

Sec. 1.15.123 - Ethics commission vacancies.

All vacancies on the ethics commission shall be filled ~~by the City Council~~ within sixty (60) days of the vacancy, for the remainder of the unexpired term, ~~as provided in the City Charter by use of the general process noted above. Ethics commission members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during that ethics commission member's term.~~ No member of the Ethics Commission shall participate in the discussion of or vote on a complaint in which any of the evidence was presented to the Commission prior to the member's appointment.

Sec. 1.15.124 - Removal of ~~E~~ethics ~~C~~ommission members.

In addition to the City Council's usual powers of removal, members of the Eethics Ceommission may be removed by a majority vote of the City Council for cause only.

Sec. 1.15.125 - Conflicts of fn interest.

When a complaint is referred to or comes under the purview of the Eethics Ceommission, it shall be the responsibility of the City Manager and the Ceity Aattorney to attempt to identify any potential conflicts of interest that may be present between any of the serving Eethics Ceommission members and the persons or entities involved in the ethics complaint. The City Manager shall promptly report any identified, potential conflicts, to the City Council and, if the City Council agrees that there is a actual or potential conflict of interest, the City Council shall, within thirty (30) days, take formal action to appoint a special replacement appointee to the Eethics Ceommission to hear and decide the matter that is subject of the conflict. The special replacement appointee shall retire from service once the matter at hand has been disposed of, and the regularly appointed Eethics Ceommission member shall resume service for the remainder of the Eethics Ceommission member's term.

(Ord. No. 2012-1, 1-10-12)

Sec. 1.15.126 - Chair/quorum.

(a) The Eethics Ceommission shall elect a chairperson, who shall preside over the hearings before the Eethics Ceommission. The chairperson shall serve a one-year term. The City Secretary shall be the repository of all filings and records of the ~~serve as the administrative recordkeeper for the~~ Eethics Ceommission.

(b) The Ethics Commission may evaluate and discuss its own policies and procedures as well as ~~Unless otherwise stipulated by the chairperson at his/her discretion, for purposes of convening and conducting the administrative work of the commission, such as evaluating and developing~~ recommendations to the City Council concerning matters related to the standard of conduct for city officials and employees that are unrelated to any pending complaint. The quorum for such a meeting shall be three members, one of whom may, ~~two (2) members of the commission shall constitute a quorum to conduct the business of the commission. In addition, for such administrative meetings, up to one (1) member of the commission may~~ participate in (and be considered to be present at) the commission meeting by use of remote technology, such as telephone or video conferencing. ~~However, all three (3) members of the ethics commission shall be present, in~~

~~person, at any time the ethics commission is convened to review and investigate a complaint related to violation(s) of this code.~~

(c) If all five members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, four of the Commissioners must vote to sustain the complaint or impose the sanctions; otherwise, it must be dismissed. If four members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, three of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise is shall be dismissed. If three members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all three of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise the complaint must be dismissed.

(Ord. No. 2013-27, 12-10-13)

Sec. 1.15.127 - Meetings.

The Eethics Commission shall meet when necessary to carry out its responsibilities, but in any event the Eethics Commission shall hold an annual meeting during the month of February to elect its chairperson. Any Eethics Commission member may call a meeting of the Eethics Commission, provided that a reasonable notice is given to all other Eethics Commission members. All Eethics Commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

The Eethics Commission shall have jurisdiction over complaints involving the employees as defined in this ordinance, members of- the City Council, city officials and other persons appointed to serve the city by the City Council. The City Manager shall have exclusive jurisdiction and authority to investigate and hear ~~handle~~ ethics complaints involving city employees that report to the City Manager or are employed in one of the City departments under the direction of the City Manager; pursuant to the city's approved personnel policies. ~~_employees shall have the right to appeal a decision of the City Manager to the ethics commission.~~

Sec. 1.15.129 - Duties of the commission.

(a) The Ethics Commission shall:

(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials and employees.

(2) ~~M~~Preserve and maintain the confidentiality of any documentsation properly deemed confidential which are filed with the Ethics Commission. The documents shall be retained consistent with ~~commission~~the City's records retention policies, ~~for a period of three (3) years after a finding has been rendered, at which time such documents shall be destroyed, unless disclosure is otherwise required by state law, or order of the state attorney general or a court of jurisdiction.~~

(3) Review and investigate complaints related to violations of this article ~~when presented and issue written ruling(s).~~a written finding of the ethics commission's determination, ~~when appropriate.~~

(b) The Ethics Commission may:

(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.

(2) Respond to inquiries from interested persons concerning policies and procedures of the commission.

~~(32)~~ Seek any necessary assistance from the City Council and City Manager regarding financial support needed to carry out the Ethics Commission's duties.

~~(43)~~ Adopt rules of procedures for carrying out this article.

Sec. 1.15.130 - Role of the Ceity Attorney.

(a) The Ceity attorney shall serve as legal counsel and staff liaison to the Ethics Commission. However, when complaints related to violations of this article are filed relating to the Mmayor, City Council Mmembers, City Manager, Ceity Attorney, city prosecutor or municipal court judge, independent legal counsel ~~must may~~ be retained by the Ethics Commision utilized to perform the duties that otherwise would be performed by ~~advise the ethics commission and to take part in the hearings, in the place of the~~ Ceity Attorney.

(b) The Ceity Attorney shall serve as ethics advisor, only, to city employees and city officials, and shall not represent employees or city officials before the Ethics

Commission. As ethics advisor, the City Attorney is available to respond confidentially to inquiries from employees, city officials, and others appointed to serve the city by the City Council, on matters related to the content of this article. However, as legal counsel to the Ethics Commission, the city attorney may not advise or represent any person or party in any proceeding before the Ethics Commission.

(c) Upon receipt of an ethics complaint, tThe City Attorney shall ~~receive all sworn complaints of violations of this article and, upon receipt, shall~~ conduct a preliminary analysis, ~~and~~ review and investigation of the complaint. Upon completion of the preliminary analysis, ~~and~~ review and investigation, the City attorney shall forward a written report detailing the initial legal review and recommendation to the E-ethics Commission for its evaluation and action. If a sworn complainant alleges a violation by the eCity Attorney, the review and analysis will be performed by the independent counsel. complaint must be filed with the chairperson of the ethics commission, with a copy to the mayor, the City Manager, and the city attorney.

Sec. 1.15.131 - Complaints.

(a) All complaints alleging a violation of this article and all other documents to be presented to or considered by the Commission shall be filed with the City Secretary with a file stamp showing the date of receipt. Complaints must:

- (1) Be submitted, in writing, on a form prescribed by the City Council;
- (2) Be signed under oath;
- (3) C~~Shall~~ cite the provision(s) of this article allegedly violated; and
- (4) P~~Shall~~ provide the facts and evidence, if any, supporting the alleged violation.

Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.

(b) All documents submitted to the Ethics Commission shall be supported by affidavit. Complaints and any evidence collected during the investigation of the

alleged violation which are excepted from disclosure under the Public Information Act shall be kept confidential by the Ethics Commission, the City Attorney or independent counsel and City Secretary; unless disclosure is otherwise required by state law or order of the state attorney general or a court of competent jurisdiction.

(c) Any complaint alleging a violation of this article is to be filed with the City Secretary ~~city attorney~~ within ~~six-twelve (12)~~ months from the date on which the complainant knew of or should have known of the alleged violation. Complaints filed after that period will not be considered.

(d) No later than ~~three twenty-one (21)~~ business days after receipt of the complaint, the City Secretary ~~city attorney~~ shall acknowledge receipt of the complaint by certified mail, return receipt requested. At the same time, the City Secretary shall provide a file-stamped copy of the complaint and any supporting affidavits ~~in writing delivered by certified mail, (1) to the complainant and provide a copy of the complaint to the Ethics Commission, City Attorney~~ and any accused party. An accused party shall have twenty-one ~~(21)~~ business days from receipt of the complaint to submit a sworn written response to the complaint to the City Secretary ~~city attorney~~.

(e) All documents filed in connection with an ethics complaint or to be considered by the commission must be served on all other parties to the proceeding and the City Attorney or independent counsel. Any document which is filed but not served on all other parties to the proceeding and City Attorney or independent counsel may not be considered by the Ethics Commission.

(f) Within ten business days after receiving the written response, t ~~The~~ City Attorney shall conduct a preliminary analysis, ~~and~~ review and investigation of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The City Attorney shall ~~submit a preliminary analysis [and submit]~~ forward a ~~his or her~~ written report to the Ethics Commission as set forth in section 1.15.130(c) above. Within ten business days after receipt of the City Attorney's written report, No later than sixty (60) business days after receipt of the complaint by the city attorney, the Ethics Commission through the City Secretary shall notify the complainant and any accused party in writing delivered by certified mail, return receipt requested if the Commission intends to schedule a hearing or take other action concerning the complaint. If the Ethics Commission determines not to proceed, it shall, through the City Secretary, ~~notify the complainant and the City Attorney~~ or his or her

substitute in writing that the complaint has been dismissed and that no further action will be taken.

(ge) ~~The recovery of any~~Any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, if the Eethics Ceommission finds that there was no violation, and ultimately determines that the complaint ~~was groundless and~~ was brought:

(1) Groundless as a matter of law; or

(24) Filed in ~~in~~ bad faith; or

(32) Filed ~~f~~For the purpose of harassment.

Sec. 1.15.132 - Ex parte communications.

After a complaint has been filed with the City Secretary, ethics commission and during the consideration of thea complaint by the City Attorney or the Eethics Ceommission, neither the City Attorney nor a member of the Eethics Ceommission may ~~not~~ communicate directly or indirectly with any party or representative of a party ~~or person about any issue of fact, or law, regarding the complaint,~~ except at a meeting of the Eethics Ceommission. If the Ethics Commission needs assistance in gathering additional information or documents, it shall request the City Attorney (or his or her substitute) to perform that function for it.

Sec. 1.15.133 - Hearings.

(a) A hearing convened by the Ethics Commission may be open to the public or closed, if the hearing is permitted to be closed under the Open Meetings Act. At any stage of the proceeding, including but not limited to the hearing, any party may be represented by a licensed attorney. The ethics commission may, in its sole discretion, attempt to negotiate or mediate an equitable resolution of any compliant. If the ethics commission and the accused party are unable to negotiate or mediate a final resolution of the matter, the ethics commission will, at its discretion, convene a hearing at which the accused may have legal counsel present. The hearing may be open to the public, or closed, at the discretion of the ethics commission, and as allowed by applicable state law. The Eethics Ceommission hearing shall be held as expeditiously as possible, but in any event no later than ninety one hundred and twenty (120) days from the date the sworn, written complaint was received by the City Secretarycity attorney. A continuance may be granted by the Chair only for good cause shown. -The Eethics Ceommission

hearing shall be ~~attended and~~ transcribed by a court reporter, and the record of the hearing shall be maintained by the Eethics Ceommission as required by the City of Bastrop records retention policies. Witnesses before the Eethics Ceommission shall be placed under oath when providing testimony to ~~the~~ Eethics Ceommission. The Eethics Ceommission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issues at the formal hearing before the Eethics Ceommission shall be whether the act or omission that is the subject matter of the complaint (1) actually occurred, (2) whether the act or omission is a violation of the Ethics Ordinance, and (3) whether an award of attorney's fees is appropriate. The Ethics Commission may find a violation whether or not there is a financial loss. the violation alleged in the complaint occurred. The Eethics Ceommission shall make its decision based on clear and convincing evidence. ~~presented during the ethics commission hearing.~~ If the Eethics Ceommission determines that a violation has occurred, it shall state its finding(s) in writing, identify the particular provision(s) of this article that have been violated, and deliver a copy of its findings to the City Secretary, City Attorney, complainant, the accused party and the City Council within twenty-one ~~(21)~~ business days of closing the Eethics Ceommission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties shall be notified of the extension. Evidence that there was no actual financial loss to any party as a result of the violation is not an excuse for a violation.

Sec. 1.15.134 - Sanctions.

(a) If the Eethics Ceommission determines that a city official, or employee has violated this article, it shall declare its findings along with any recommended sanctions in a report to the City Council. ~~An affirmative vote of a majority of the members of the ethics commission hearing the matter shall be required for the determination that a violation has occurred and to recommend any sanction under this article.~~

(b) If the Ceommission determines that a current or former city official or employee has violated this article, it may recommend to the City Council a private or public reprimand, temporary suspension, removal from office or employment, ~~bar from future service with the city,~~ or any other sanction or corrective action within the power of the City Council.

(c) In arriving at its recommendation, the Eethics Ceommission shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government, city officials and employees, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the Eethics Ceommission to the City Council, with a copy to the complainant and the accused party. In addition, the Ethics Commission's written recommendation on sanctions shall be delivered to the City Secretary, published in a local newspaper of the largest general circulation, and published prominently on the city's website for a minimum of twelve (12) months after the decision is issued by the Ethics Commission.

(d) If the Eethics Ceommission determines that the wrongful act or omission conduct occurred, but the facts indicate that the violation was unintentional and/or de minimis, the Eethics Ceommission may recommend that the complaint be dismissed and no sanction be imposed by the City Council. The Eethics Ceommission may, in its discretion, issue a clarifying opinion to help guide future cases.

(e) The City Council shall consider the Eethics Ceommission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.

Sec. 1.15.135—Other actions by ethics commission.

~~If the ethics commission determines a member of City Council has violated this article, the ethics commission will, in such cases, have the sole and final authority to impose sanctions under this article. In addition to declaring its findings, the ethics commission may reprimand and/or recommend a public recall of the City Council member in question. An affirmative vote of a majority of the ethics commission members shall be required for the determination that a violation by a member of the City Council has occurred and to approve any sanctions under this article. A letter of reprimand or a recommendation of public recall of an elected city official shall be delivered to the City Secretary, published in a local newspaper of the largest general circulation, and published prominently on the city's website for a minimum of twelve (12) months after the decision is issued by the ethics commission.~~

(Ord. No. 2012-1, 1-10-12)

Secs. 1.15.136—1.15.150 - Reserved.

~~DIVISION 6.—ETHICS COMMISSION~~

~~Sec. 1.15.151—Creation.~~

~~(a) An ethics commission shall be created and consist of three (3) members, all of whom must reside within jurisdiction of the city, which for purposes of this section expressly includes the city's extraterritorial jurisdiction. Within sixty (60) days of its adoption of this section, each member of the City Council will submit to the City Attorney names of recommended appointees. The City Attorney will provide the recommended appointees to the Mayor, who will then appoint the three (3) members of the ethics commission, upon concurrence of the members of the City Council.~~

~~(b) Notwithstanding any other general prohibition or policy of the city against judges serving on city boards and commissions, due to the specialized nature of the ethics commission, in its sole discretion, the City Council may determine that it is appropriate, in the best interest of the City, and/or the preference of the governing body of the city for the Mayor to appoint, with the City Council's concurrence, a judge to serve on the ethics commission. For purposes of this section, the judge appointed to the ethics commission, if any, may be currently serving or may be retired from the bench of any governmental entity, except the city, and may have been either elected or appointed to his/her judicial position.~~

~~(Ord. No. 2014-10, 7-22-14; Ord. No. 2015-28, pt. 1, 11-24-15; Ord. No. 2015-28R, pt. 1, 11-24-15)~~

~~Sec. 1.15.152—Terms/limits.~~

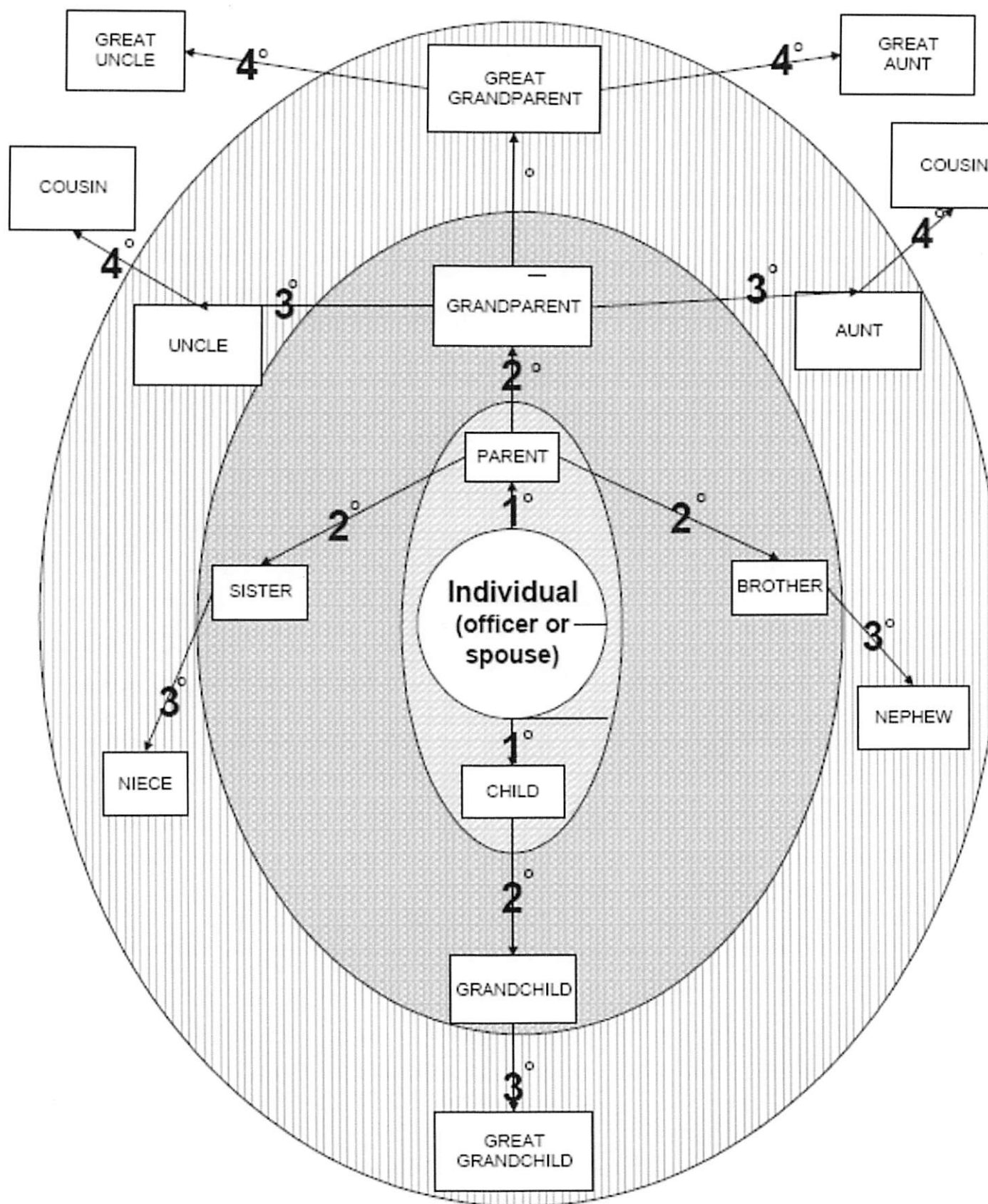
~~Appointees to the ethics commission shall serve for terms of three (3) years, and each position shall be assigned a "place." However, in order to ensure continuity by implementing staggered terms of service, the first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the ethics commission for twelve (12) consecutive months.~~

~~Sec. 1.15.153—Vacancies.~~

~~All vacancies on the ethics commission shall be filled by the City Council within sixty (60) days of the vacancy, for the remainder of the unexpired term, by use of the general process noted above. Ethics commission members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during that ethics commission member's term. Attendance requirements for the commission members are set forth in this Code, section 1.02.002(b), et seq.~~

~~(Ord. No. 2012-13, pt. 4(E), 6-26-12)~~

Attachment A



Degrees of Relationship Chart

When determining the degree of relationship by consanguinity, the individual in the center is the officer. For relationships by affinity, the officer's spouse is the individual in the center.

ARTICLE 1.15 - CODE OF ETHICS

DIVISION 1. - GENERALLY

Sec. 1.15.001 - Definitions.

“Board, body, commission, and task force” means and includes any group of individuals assigned, appointed, or serving the city at the Council's or City Manager's request or direction, or any group otherwise convened by the city to assist with city business.

“Business entity” means either a sole proprietorship, partnership, limited partnership, firm, corporation, limited liability company, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

“City Council” means the Mayor and elected members of the City Council.

“City official” includes all of the following:

(1) Every member of the City Council (including the Mayor), the City Manager, the Executive Director of the economic development corporation, the City Attorney, the City Secretary, all city department directors, police chief, fire chief, fire marshal, and persons acting in the capacity of the aforementioned city officials, whether appointed, or employed, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.

(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;

(3) All board members of any entity who are appointed by the City Council to such board membership; and

(4) Any other individual identified by the City Council, local or state law to be a city official, if any.

“Clear and convincing evidence” means that measure or degree of proof that produces in the mind of the members of the Ethics Commission a firm belief as to the truth of the facts or allegations sought to be established.

“Confidential government information” means all information held by the city that is not available to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.

“De minimis” means a value or amount that is so small as to be entirely inconsequential.

“Degree of affinity” means a relationship by affinity (marriage) as defined in Texas Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)

“Degree of consanguinity” means a relationship by consanguinity (blood) as defined in V.T.C.A. Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)

“Documents” means includes all writings (notes, correspondence, memoranda, reports, computer print-outs, etc.), drawings, drafts, charts, photographs, tape or disc recordings (whether sound or video), and all other data compilations from which information can be obtained or translated, regardless of the medium on which the documents are stored or maintained. “Economic interest” means a legal or equitable property interests in land, chattels, and intangibles, business opportunities, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service by a city official or employee as an officer, director, advisor, or otherwise active participant in a nonprofit entity does not create, for that city official or employee, an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

“Employee” is a person employed by the city, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include any independent contractor or contractual consultant.

“Intentionally” means the act or omission was done with a conscious objective or desire to engage in the conduct or cause the result.

“Knowingly” means an actual awareness of the impropriety of the acts or omissions in question, at the time of the act or practice complained of. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness. “Official action” includes:

(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of a city official's or employee's duties; and

(2) Any unexcused failure to act if the city official or employee is under a duty to act. “Official information” means information gathered or provided pursuant to the power or authority of city government.

“Recklessly” means with respect to circumstances surrounding his or her conduct or the result of his or her conduct when he or she is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same or similar circumstances.

“Representation” means all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings.

(Ord. No. 2015-20, pt. 1A., 10-13-15)

Sec. 1.15.002 – Limitation on Application of Ethics Ordinance

This Ethics Ordinance does not apply to any person that is employed by the City that who reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.

Secs. 1.15.003—1.15.030 - Reserved.

DIVISION 2. - CURRENT CITY OFFICIALS AND EMPLOYEES

Sec. 1.15.031 - Improper economic benefit.

(a) General rule. A city official or employee shall not take any official action that he or she knows is likely to affect, or that might reasonably be expected to affect, the economic interests of:

- (1) The city official or city employee;
- (2) His or her parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity;
- (3) His or her outside client;
- (4) A member of his or her household;
- (5) The outside employer of the city official/employee or the outside employer of the city official's or employee's parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity;
- (6) A business entity in which the city official or employee knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest;
- (7) A business entity which the city official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;
- (8) A business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or
- (9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):

(A) From whom, within the past twelve (12) months, the city official or employee, or his or her spouse, child or parent, directly or indirectly has:

(i) Solicited an offer of employment; or

(ii) Received and not rejected an offer of employment; or

(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or

(B) With whom the city official or employee, or his or her spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities.

(Ord. No. 2015-20, pt. 1B., 10-13-15)

Sec. 1.15.032 - Unfair advancement of private interests.

(a) General rule. A city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official or employee violates this rule if he or she represents to a person that he or she will or may attempt to provide any advantage to that person, based on the city official's or employee's position on the governing body or with the entity. (b) Special rules. The following special rules apply in addition to the general rule noted above:

(1) Acquisition of interest in impending matters. A city official or employee shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official or employee knows, or has reason to know, that the city official's or employee's interest will be directly or indirectly affected by impending official action by the city.

(2) Reciprocal favors. A city official or employee may not enter into an agreement or understanding with any other person that official action by the city official or employee will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.

(3) Appointment/employment of relatives. A city official or employee shall not appoint or employ, or vote to appoint or employ, any relative of the city official

or employee within the second degree affinity and third degree of consanguinity, to any office or in any position within the city, including a position of employment with the city.

(c) Recusal and disclosure. A city official or employee whose conduct would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in [section 1.15.031\(b\)](#).

Sec. 1.15.034 - Gifts.

City officials and employees shall adhere to state law regarding giving and receiving or accepting gifts, as set forth in the V.T.C.A. Penal Code, ch. 36 et seq., and as amended from time to time.

Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.

(a) Representation by a currently serving member of a board, body, commission or task force. A city official or employee who is currently a member of a board, body, commission, or task force shall not represent any person, group, or entity: (1) Before the member's own board, body, commission or task force; or

(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or

(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.

(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official or employee shall not represent any person, group, or entity before the City Council, its boards, bodies, commissions, or task forces. A city official or employee may, however, represent himself or herself or his or her spouse or minor children before the City Council, its boards, bodies, commissions, or task forces if he or she can demonstrate a personal injury or interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.

(2) Client representation exception for board members on certain matters. A city official who is serving only as an appointed member of a board, body, commission, or task force may represent others before the City Council, boards, bodies, commissions or task forces if the matter is not related, directly or indirectly to his or her duties as a city official (3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official or employee shall not:

(A) Assert the prestige of the city official's or employee's city position for the purpose of advancing private interests; or

(B) State or imply that he or she is able to influence any city action on any basis, other than on the merits of the matter.

(c) Representation in litigation adverse to the city.

(1) City officials and employees. A city official or employee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, with the exception of defense of suits involving misdemeanors, if the interests of that person, group, or entity are adverse to the interests of the city. This provision does not prevent a person who is a city official solely because of his or her service on a city board, body, commission or task force from representing a person or entity in litigation adverse to the City so long as the litigation is not related, directly or indirectly to his or her duties as a city official.

(Ord. No. 2016-10, pt. 1, 5-10-16)

Sec. 1.15.036 - Conflicting outside employment.

A city official or employee shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of, his or her official duties. A city official or employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's or employee's performance of his or her work responsibilities with the city. For employees, all outside employment shall comply with the city's employment personnel policies or procedures.

Sec. 1.15.037 - Confidential information.

(a) Improper access. A city official or employee shall not use his or her position to obtain official information for any purpose other than the performance of official duties.

(b) Improper disclosure or use. A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's or employee's position. This rule does not prohibit:

- (1) Any disclosure of information that is no longer confidential by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

(c) Executive sessions. A city official or employee may not disclose the content of discussions held in executive sessions except to say which topics were discussed (as shown on the agenda).

(d) Pending litigation. A city official or employee may not discuss pending litigation with any person other than the City Manager and City Attorney without the express authorization of the City Attorney. Any inquiries from any person must be referred immediately, without substantive comment, to the City Attorney.

Sec. 1.15.038 - Public property and resources.

A city official or employee shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:

(1) Pursuant to duly adopted city policies; or

(2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.15.039 - Political activity.

(a) Influencing subordinates.

(1) A city official or employee shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official or employee:

(A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or

(B) To refrain from engaging in any lawful political activity.

(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.

(b) Paid campaigning. A city official or employee shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official or employee received in return for providing information about an item on the ballot. This rule does not prohibit a city official who is a candidate for public office from accepting campaign contributions for his or her own campaign.

(c) City-owned vehicles. A city official or employee shall not display or fail to remove political campaign materials on any vehicle owned by the city under the city official and/or employee's control.

Sec. 1.15.040 - Supervisory duties.

A city official or employee who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials and employees by this article. Reasonable

efforts includes notifying and making information regarding this article readily available.

Sec. 1.15.041 - Training.

(a) Employees. The City Manager will make reasonable efforts to ensure that city employees receive training related to this article, at a minimum of every twenty-four (24) months.

(b) City officials. The city attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.

Sec. 1.15.042 - Actions of others.

(a) Violations by other persons. A city official or employee shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision of this Code.

(b) Using others to engage in forbidden conduct. A city official or employee shall not knowingly or intentionally violate, or attempt to violate, the provisions of this article through the acts of another.

Secs. 1.15.043—1.15.060 - Reserved.

DIVISION 3. - FORMER CITY OFFICIAL(S) AND EMPLOYEE(S)

Sec. 1.15.061 - Subsequent representation of private interests.

(a) Representation by a former member of the Council, board, body, commission, or task force.

(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official or employee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:

(A) Before the City Council, board, body, commission or task force;

(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or

(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official or employee was a member.

(2) This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board, body, commission or task force.

(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official or employee shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.

(b) Representation in litigation adverse to the city. A former city official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official or employee shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official or employee to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official or employee shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official or employee violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. (See also city charter, [Section 13.01](#)). This section does not prohibit the City Council or City Manager from contracting with a former city official to perform consulting services for the benefit of the City.

Sec. 1.15.063 - Continuing confidentiality.

A former city official or employee shall not use or disclose confidential governmental information acquired during their service as a city official or employee. This rule does not prohibit:

- (1) Any disclosure or use that is authorized or required by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

Secs. 1.15.064—1.15.090 - Reserved.

DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY

Sec. 1.15.091 - General rule.

City affairs must be conducted without bias or prejudice. A city official or employee shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, sexual identity, or socioeconomic status, and shall not permit others subject to his or her direction and control to do so.

Sec. 1.15.092 - Exceptions.

A city official or employee is not in violation of this section:

(1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official or employee acting upon a supervisor's direction; or

(2) For advocacy of issues involving race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.

Sec. 1.15.093 - Definitions.

For purposes of this division:

“Good faith” means that the city official or employee has a reasonable basis for believing, and does in fact believe, that the conduct in question is lawful and not discriminatory.

“Legitimate advocacy” means that the position espoused is not frivolous.

“Manifesting by words or conduct, bias or prejudice” iIncludes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.

Secs. 1.15.094-1.15.120 - Reserved.

DIVISION 5. - ENFORCEMENT

Sec. 1.15.121 - Creation of ethics commission.

An ethics commission is hereby created and consists of five members, all of whom must reside within jurisdiction of the city, which for purposes of this article expressly includes the city's extraterritorial jurisdiction. Each member of the City Council may submit to the Mayor names of recommended appointees for vacant positions. The Mayor, shall who will make the appointment or appointments, subject to confirmation by the City Council. Members of the Ethics Commission may not hold or be a candidate for any elected or appointed city office any time during their service on the ethics commission.

Sec. 1.15.122 - Terms/limits.

Appointees to the Ethics Commission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the Ethics Commission for twelve (12) consecutive months.

Sec. 1.15.123 - Ethics commission vacancies.

All vacancies on the ethics commission shall be filled within sixty (60) days of the vacancy, for the remainder of the unexpired term, as provided in the City Charter. No member of the Ethics Commission shall participate in the discussion of or vote on a complaint in which any of the evidence was presented to the Commission prior to the member's appointment.

Sec. 1.15.124 - Removal of Ethics Commission members.

In addition to the City Council's usual powers of removal, members of the Ethics Commission may be removed by a majority vote of the City Council for cause only.

Sec. 1.15.125 - Conflicts of interest.

When a complaint is referred to or comes under the purview of the Ethics Commission, it shall be the responsibility of the City Manager and the City Attorney to attempt to identify any potential conflicts of interest that may be present between any of the serving Ethics Commission members and the persons or entities involved in the ethics complaint. The City Manager shall promptly report any identified, potential conflicts, to the City Council and, if the City Council agrees that there is a actual or potential conflict of interest, the City Council shall, within thirty (30) days, take formal action to appoint a special replacement appointee to the Ethics Commission to hear and decide the matter that is subject of the conflict. The special replacement appointee shall retire from service once the matter at hand has been disposed of, and the regularly appointed Ethics Commission member shall resume service for the remainder of the Ethics Commission member's term.

(Ord. No. 2012-1, 1-10-12)

Sec. 1.15.126 - Chair/quorum.

(a) The Ethics Commission shall elect a chairperson, who shall preside over the hearings before the Ethics Commission. The chairperson shall serve a one-year term. The City Secretary shall be the repository of all filings and records of the Ethics Commission.

(b) The Ethics Commission may evaluate and discuss its own policies and procedures as well as recommendations to the City Council concerning matters related to the standard of conduct for city officials and employees that are unrelated to any pending complaint. The quorum for such a meeting shall be three members, one of whom may participate in (and be considered to be present at) the commission meeting by use of remote technology, such as telephone or video conferencing. (c) If all five members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, four of the Commissioners must vote to sustain the complaint or impose the sanctions; otherwise, it must be dismissed. If four members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, three of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise it shall be dismissed. If three members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all three of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise the complaint must be dismissed.

(Ord. No. 2013-27, 12-10-13)

Sec. 1.15.127 - Meetings.

The Ethics Commission shall meet when necessary to carry out its responsibilities, but in any event the Ethics Commission shall hold an annual meeting during the month of February to elect its chairperson. Any Ethics Commission member may call a meeting of the Ethics Commission, provided that reasonable notice is given to all other Ethics Commission members. All Ethics Commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

The Ethics Commission shall have jurisdiction over complaints involving the employees as defined in this ordinance, members of the City Council, city officials and other persons appointed to serve the city by the City Council. The City Manager shall have exclusive jurisdiction and authority to investigate and hear

ethics complaints involving city employees that report to the City Manager or are employed in one of the City departments under the direction of the City Manager pursuant to the city's approved personnel policies.

Sec. 1.15.129 - Duties of the commission.

(a) The Ethics Commission shall:

(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials and employees.

(2) Maintain the confidentiality of any documents properly deemed confidential which are filed with the Ethics Commission. The documents shall be retained consistent with the City's records retention policies. (3) Review and investigate complaints related to violations of this article and issue written ruling(s).

(b) The Eethics Commission may:

(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.

(2) Respond to inquiries from interested persons concerning policies and procedures of the commission.

(3) Seek any necessary assistance from the City Council and City Manager regarding financial support needed to carry out the Ethics Commission's duties.

(4) Adopt rules of procedures for carrying out this article.

Sec. 1.15.130 - Role of the City Attorney.

(a) The City attorney shall serve as legal counsel and staff liaison to the Ethics Commission. However, when complaints related to violations of this article are filed relating to the Mayor, City Council Members, City Manager, City Attorney, city prosecutor or municipal court judge, independent legal counsel must be retained by the Ethics Commision to perform the duties that otherwise would be performed by the City Attorney.

(b) The City Attorney shall serve as ethics advisor, only, to city employees and city officials, and shall not represent employees or city officials before the Ethics

Commission. As ethics advisor, the City Attorney is available to respond confidentially to inquiries from employees, city officials, and others appointed to serve the city by the City Council, on matters related to the content of this article. However, as legal counsel to the Ethics Commission, the city attorney may not advise or represent any person or party in any proceeding before the Ethics Commission.

(c) Upon receipt of an ethics complaint, the City Attorney shall conduct a preliminary analysis, review and investigation of the complaint. Upon completion of the preliminary analysis, review and investigation, the City Attorney shall forward a written report detailing the initial legal review and recommendation to the Ethics Commission for its evaluation and action. If a sworn complainant alleges a violation by the City Attorney, the review and analysis will be performed by the independent counsel.

Sec. 1.15.131 - Complaints.

(a) All complaints alleging a violation of this article and all other documents to be presented to or considered by the Commission shall be filed with the City Secretary with a file stamp showing the date of receipt. Complaints must:

- (1) Be submitted, in writing, on a form prescribed by the City Council;
- (2) Be signed under oath;
- (3) Cite the provision(s) of this article allegedly violated; and
- (4) Provide the facts and evidence, if any, supporting the alleged violation.

Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.

(b) All documents submitted to the Ethics Commission shall be supported by affidavit. Complaints and any evidence collected during the investigation of the alleged violation which are excepted from disclosure under the Public Information Act shall be kept confidential by the Ethics Commission, the City Attorney or independent counsel and City Secretary unless disclosure is otherwise required by state law or order of the state attorney general or a court of competent jurisdiction.

(c) Any complaint alleging a violation of this article is to be filed with the City Secretary within six months from the date on which the complainant knew of or should have known of the alleged violation. Complaints filed after that period will not be considered.

(d) No later than three business days after receipt of the complaint, the City Secretary shall acknowledge receipt of the complaint by certified mail, return receipt requested. At the same time, the City Secretary shall provide a file-stamped copy of the complaint and any supporting affidavits (1) to the Ethics Commission, City Attorney and any accused party. An accused party shall have twenty-one business days from receipt of the complaint to submit a sworn written response to the complaint to the City Secretary.

(e) All documents filed in connection with an ethics complaint or to be considered by the commission must be served on all other parties to the proceeding and the City Attorney or independent counsel. Any document which is filed but not served on all other parties to the proceeding and City Attorney or independent counsel may not be considered by the Ethics Commission.

(f) Within ten business days after receiving the written response, the City Attorney shall conduct a preliminary analysis, review and investigation of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The City Attorney shall submit his or her written report to the Ethics Commission as set forth in [section 1.15.130\(c\)](#) above. Within ten business days after receipt of the City Attorney's written report, the Ethics Commission through the City Secretary shall notify the complainant and any accused party in writing delivered by certified mail, return receipt requested if the Commission intends to schedule a hearing or take other action concerning the complaint. If the Ethics Commission determines not to proceed, it shall, through the City Secretary, notify the complainant and the City Attorney or his or her substitute in writing that the complaint has been dismissed and that no further action will be taken.

(g) Any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, if the Ethics Commission finds that there was no violation, and determines that the complaint was :

(1) Groundless as a matter of law; or

(2) Filed in bad faith; or

(3) Filed for the purpose of harassment.

Sec. 1.15.132 - Ex parte communications.

After a complaint has been filed with the City Secretary, and during the consideration of the complaint by the City Attorney or the Ethics Commission, neither the City Attorney nor a member of the Ethics Commission may communicate directly or indirectly with any party or representative of a party except at a meeting of the Ethics Commission. If the Ethics Commission needs assistance in gathering additional information or documents, it shall request the City Attorney (or his or her substitute) to perform that function for it.

Sec. 1.15.133 - Hearings.

(a) A hearing convened by the Ethics Commission may be open to the public or closed, if the hearing is permitted to be closed under the Open Meetings Act. At any stage of the proceeding, including but not limited to the hearing, any party may be represented by a licensed attorney. The Ethics Commission hearing shall be held as expeditiously as possible, but in any event no later than ninety days from the date the sworn, written complaint was received by the City Secretary. A continuance may be granted by the Chair only for good cause shown. The Ethics Commission hearing shall be transcribed by a court reporter, and the record of the hearing shall be maintained by the Ethics Commission as required by the City of Bastrop records retention policies. Witnesses before the Ethics Commission shall be placed under oath when providing testimony to the Ethics Commission. The Ethics Commission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issues at the formal hearing before the Ethics Commission shall be whether the act or omission that is the subject matter of the complaint (1) actually occurred, (2) whether the act or omission is a violation of the Ethics Ordinance, and (3) whether an award of attorney's fees is appropriate. The Ethics Commission may find a violation whether or not there is a financial loss. The Ethics Commission shall make its decision based on clear and convincing evidence. If the Ethics Commission determines that a violation has occurred, it shall state its finding(s) in writing, identify the particular provision(s) of this article that have been violated, and deliver a copy of its findings to the City Secretary, City Attorney, complainant, the accused party within twenty-one business days of closing the Ethics Commission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties

shall be notified of the extension. Evidence that there was no actual financial loss to any party as a result of the violation is not an excuse for a violation.

Sec. 1.15.134 - Sanctions.

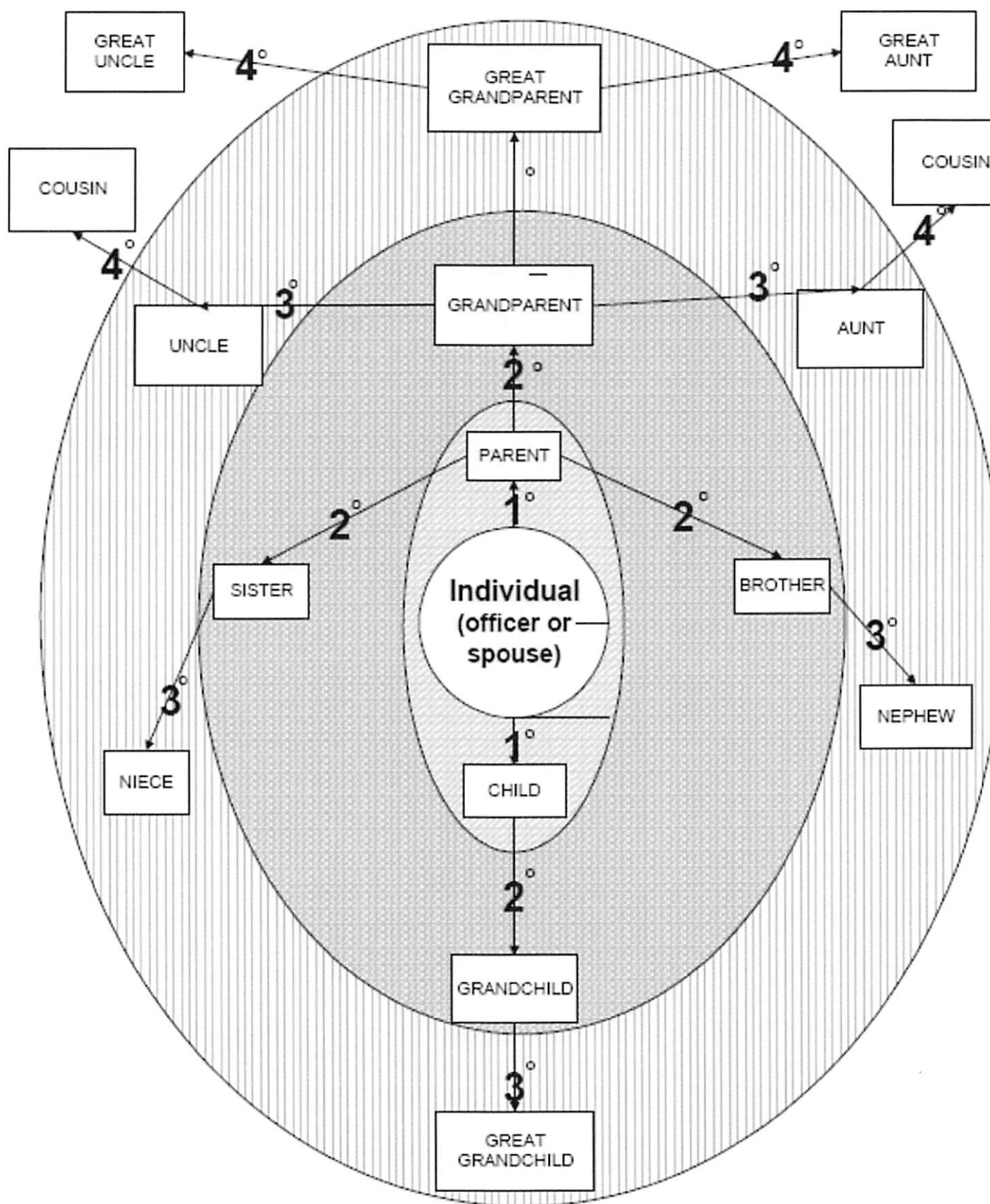
(a) If the Ethics Commission determines that a city official, or employee has violated this article, it shall declare its findings along with any recommended sanctions in a report to the City Council. (b) If the Commission determines that a current or former city official or employee has violated this article, it may recommend to the City Council a private or public reprimand, temporary suspension, removal from office or employment, or any other sanction or corrective action within the power of the City Council.

(c) In arriving at its recommendation, the Ethics Commission shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government, city officials and employees, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the Ethics Commission to the City Council, with a copy to the complainant and the accused party. In addition, the Ethics Commission's written recommendation on sanctions shall be delivered to the City Secretary, published in a local newspaper of the largest general circulation, and published prominently on the city's website for a minimum of twelve (12) months after the decision is issued by the Ethics Commission. (d) If the Ethics Commission determines that the wrongful act or omission occurred, but the facts indicate that the violation was unintentional and/or de minimis, the Ethics Commission may recommend that the complaint be dismissed and no sanction be imposed by the City Council. The Ethics Commission may, in its discretion, issue a clarifying opinion to help guide future cases.

(e) The City Council shall consider the Ethics Commission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.

(Ord. No. 2012-1, 1-10-12)

Secs. 1.15.136—1.15.150 - Reserved.



Degrees of Relationship Chart

When determining the degree of relationship by consanguinity, the individual in the center is the officer. For relationships by affinity, the officer's spouse is the individual in the center.



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 5C

TITLE:

Receive briefing regarding the issuance of a Public Notice about the Corrosion Control Study.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

The City of Bastrop received a letter from the TCEQ (Texas Commission on Environmental Quality) regarding a copper exceedance at one of our 40 sample sites. We notified the homeowners, sent a copy to the TCEQ, and that triggered a requirement for a corrosion control study. Once we received notice regarding the corrosion control study, we began collecting data for the study. Because of the transition of city managers, we received the notice after the time had expired to send the notice to the public regarding the start of a corrosion control study. We immediately asked for an extension, which was granted. However, the TCEQ states that the required public notice still needed to be mailed to everyone on the city's water system. Because of the delayed timeline, we missed the deadline and are now required to send notice to the public regarding our failure to send out the notice.

So, I want to educate Council and the public that the notice we will be sending out is **NOT** for an exceedance, but rather for the failure to send out the original notice. As part of the corrosion control study, we assessed our source water and have determined the cause of the corrosiveness are from items such as: Dissolved Inorganic Carbon, CO₂ (Carbon Dioxide), and Bicarbonate. Simply stated, the water has minerals from limestone and some gases that are common in this type of aquifer. We have sent a recommendation to the TCEQ, attached with a technical memo from a consulting engineer, with a treatment plan in place. In the meantime, City staff will increase the blended phosphates to raise the PH just above 7.3 milligrams per liter. Attached is a copy of the letter scheduled to be mailed, which will explain this to our customers.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

Water/Wastewater revenue.

RECOMMENDATION:

For information only.

ATTACHMENTS:

- Letter from TCEQ stating the source water needs no treatment.
- Technical memo from the consulting engineer with a recommendation for treatment.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



PWS_0110001_CO_20170308_SOWT

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

March 8, 2017

Mr. Curtis Hancock
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602-0427

Re: City of Bastrop - Public Water System ID No. 0110001
Recommendation for Source Water Lead and Copper Treatment
Bastrop County, Texas

RN101245066 CN600339568

Dear Mr. Hancock:

On January 27, 2017, the Texas Commission on Environmental Quality (TCEQ) received your recommendation for source water lead and copper treatment for the City of Bastrop public water system (PWS) in accordance with the requirement found in Title 30 of the Texas Administrative Code (30 TAC) §290.117(g).

After a PWS has an action level exceedance (ALE) for lead and/or copper in tap samples, the PWS is required to investigate the cause of the exceedance, and propose treatment for the cause. During the first 6 months after the ALE, the PWS investigates two potential causes for the lead and/or copper exceedance; source water and distribution system corrosion. This helps determine if there is lead and copper in the source water before the water enters the distribution system, or if water in the distribution system is causing lead and copper to be released from distribution or customer plumbing. **This letter addresses source water lead and copper treatment only.**

You have recommended to not treat your source water because the levels in your sources are less than 0.001 milligrams per liter (mg/L) and 0.00873 mg/L for lead and copper, respectively, at Entry Point 001, less than 0.001 milligrams per liter (mg/L) and 0.0138 mg/L for lead and copper, respectively, at Entry Point 002, and less than 0.001 milligrams per liter (mg/L) and 0.00325 mg/L for lead and copper, respectively, at Entry Point 003. You provided the results of these source water samples collected on March 29, 2016, to support your recommendation. Additionally, duplicate source water samples at each entry point were collected on May 10, 2016 and one additional sample was collected on February 8, 2017 at each entry point. These sample results showed levels in your sources as less than .001 milligrams per liter (mg/L) for lead and a maximum concentration of copper of 0.038 mg/L for copper at Entry Points 001, 002, and 003. **Based on the entry point samples collected on March 29, 2016, May 10, 2016, and February 8, 2017, TCEQ accepts that no lead and/or copper removal treatment will be provided for the PWS's source water at this time.**

Copper and Corrosion in Bastrop Water System

PREPARED FOR: Trey Job, City of Bastrop
DATE: December 20, 2016
PROJECT NUMBER: 498326

City of Bastrop recently informed CH2M that it has had a copper exceedance in the distribution system. Bastrop provided the results of some water quality sampling at system entry points and in the distribution system, and requested that CH2M analyze the chemistry of the samples for scaling, corrosion, and copper potential.

Existing Condition

Based on these data, it appears that under average conditions Bastrop's water is not overly corrosive/aggressive. However, when pH is low (closer to 7.0), the water can become corrosive and less scale forming. In this condition, this more aggressive water can release dissolve copper from copper pipe and fittings in the distribution system. The impact of pH on corrosion potential is illustrated in Figure 1 (based on the water chemistry from the average of the Entry Point 1 samples provided).

There are multiple indices that the water industry uses to predict corrosion potential, including the Aggressive Index (AI), Ryznar Index (RI), Langelier Index (LI), Calcium Carbonate Precipitation Potential (CCPP), and Larson's Ratio (LR). The AI is shown in Figure 1 to illustrate the results. The pH of the samples ranged from 7.38 to 7.07, with an average of 7.27. At the higher values the water does not appear to be aggressive, and may be scale forming for CaCO_3 . However, due to the high alkalinity and resulting entrained bicarbonate and high expected CO_2 content, there is still potential for dissolution of copper even when the common indices show the water to be scale-forming for CaCO_3 . At lower pH levels below approximately 7.2 the water becomes more aggressive and unstable, and the potential for copper dissolution increases. This may be what caused the recent copper spikes in the distribution system. The presence of orthophosphate in the sample data (levels range from about 0.15 to 0.30 mg/L as P) will also affect the water chemistry, and may be the reason why copper events do not happen all the time. The orthophosphate is not accounted for in Figure 1, so actual values may differ from what is shown in this cursory evaluation.

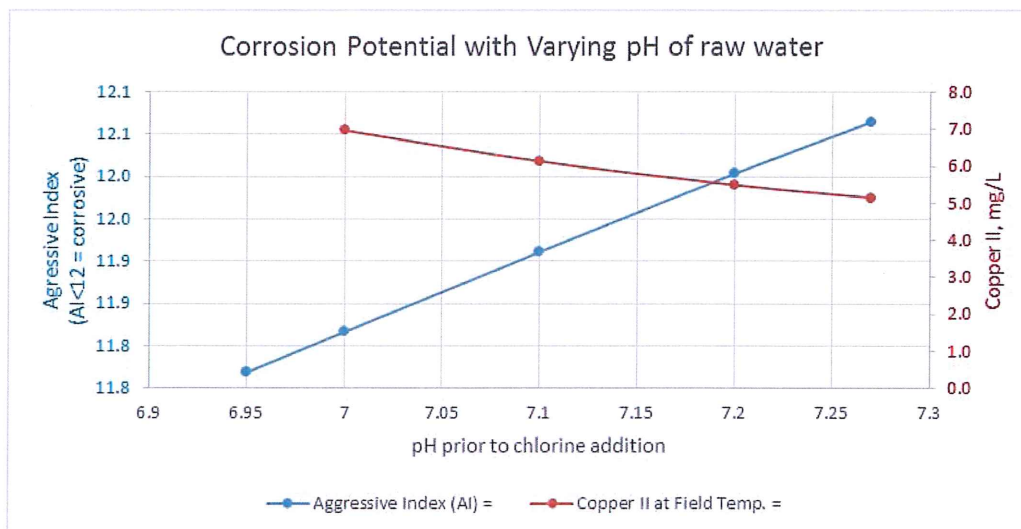


Figure 1. Corrosion and Copper Potential with Varying pH
Entry Point 1, Average

Potential Solutions

The least capital intensive solution would be to monitor for low pH conditions from each well, and use only those wells that produce the highest pH water. This may not be an option during summer periods of peak demand until additional supply can be brought online.

Air stripping of the CO_2 can provide some benefit, reducing the potential for copper as illustrated in Figure 2. As CO_2 levels are reduced (shown as negative numbers), pH of the water increases, and the anticipated copper content goes down. Unfortunately, the copper level does not decrease below the regulatory level of 1.3 mg/L. For this reason, additional treatment may be needed.

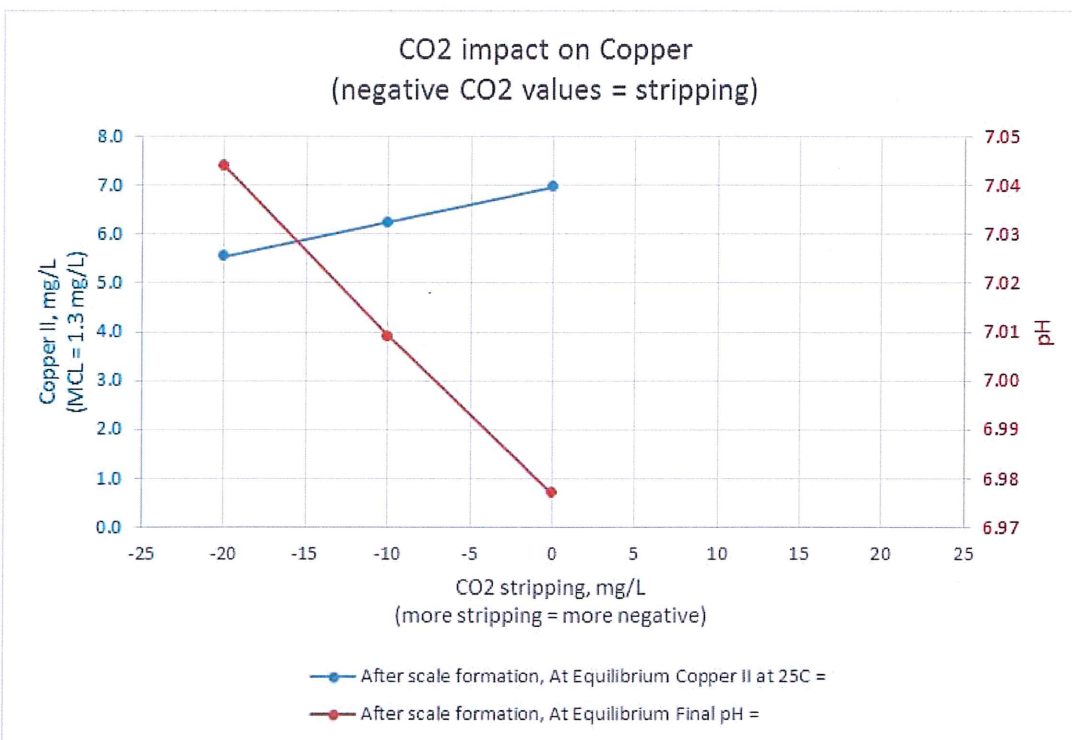


Figure 2. Copper Potential and pH with Varying CO₂ stripping levels

pH = 7.0; Entry Point 1, Average

In addition to carbon stripping, polyphosphate can be added about 12 feet upstream of chlorine injection in order to reduce the potential for copper corrosion. Typically the maximum dose of phosphate would be about 3.0 mg/L. Figure 3 illustrates the potential impact of polyphosphate on an Average Entry Point 1 sample, with an assumed conservative pH of 7.0 prior to chlorination. Based on this preliminary analysis, if 30 to 35 ppm of CO₂ can be removed by stripping, then a polyphosphate dose between 2.5 mg/L and 3.0 mg/L as PO₄ would lower the copper concentration in the water to below 1.3 mg/L, meeting the regulatory limit. The analysis further showed that phosphate alone would not adequately reduce the copper concentration due to the water's high alkalinity (CO₂ and bicarbonate) levels.

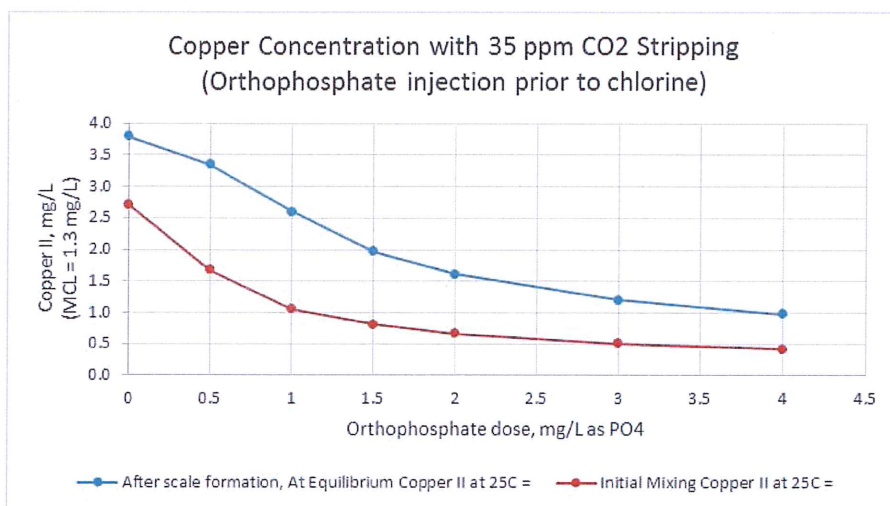


Figure 3. Copper Potential with Varying Orthophosphate dose
pH = 7.0; 35 ppm CO₂ stripping; Entry Point 1, Average

A similar analysis of the Entry Point samples from Bob Bryant showed similar results, with a polyphosphate dose of about 2.0 mg/L adequate to meet copper requirements. These and the Willow Plant results should be verified with additional analysis and field testing prior to full-scale implementation.

A schematic figure showing CO₂ stripping and polyphosphate injection at the Willow Plant is shown in Figure 4. Appendix A contains vendor information for some vendors that produce aeration/CO₂ systems. Air stripping systems are typically either spray systems that aerate/cascade the water entering the tank, floor aeration bubble systems inside a tank, tower strippers with media, or tray strippers. At least one vendor has a rental options in addition to purchase.

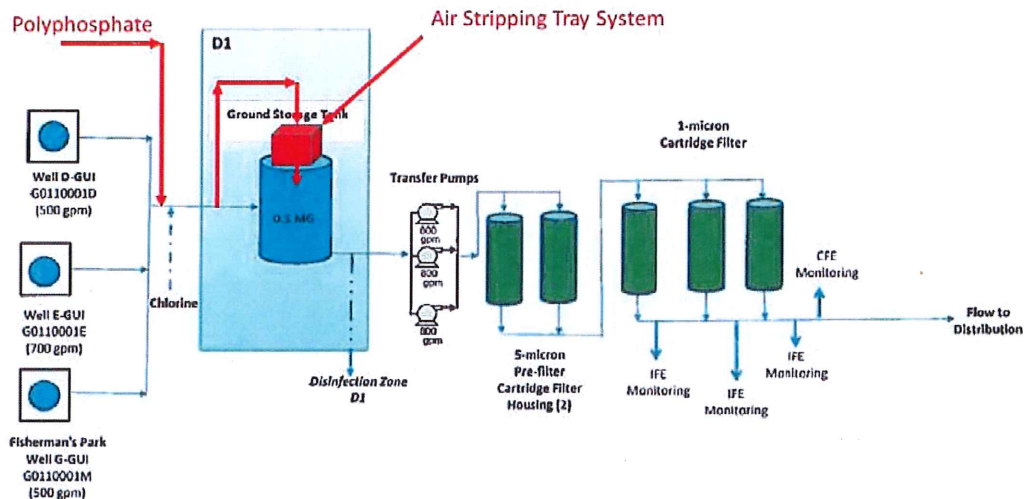


Figure 4. Schematic of Copper Control System
Polyphosphate injection and air stripping

Recommendation/Next Steps

It is recommended that Bastrop further explore the two phosphate and carbon stripping solutions described above. This should include laboratory and field testing to verify if the proposed solutions will achieve the anticipated effects, and bring copper levels reliably into compliance throughout the water system. Recommended next steps include:

- Additional water quality sampling to determine the frequency and locations of the copper exceedances. This includes sampling to determine which water source (or combination of sources) contributes to the problem, and estimated water age.
- Verification of typical water quality from the locations where the event occurred. Normal/typical values for copper, pH, water temp, chloride, sulfate, magnesium, iron and manganese, alkalinity, TDS, and calcium at the locations of concern.
- Field corrosion coupon testing to quantify the extent of copper corrosion, and the parameters driving it to occur.
- Lab and/or field scale testing of phosphate addition and aeration for CO₂ stripping. Definition of target design parameters for full-scale implementation, and estimation of achievable copper levels.
- Estimation of sediment generation (primarily iron and manganese precipitates) and the potential impact of new treatment on existing water storage tanks, filters, and other system components. Sediment generation could increase the frequency at which the water storage tanks must be cleaned.
- Full scale design and construction.



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 5D

TITLE:

Receive briefing on progress of Rodeo Ground Improvements located at Mayfest Park.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

The City of Bastrop Rodeo Arena has been located at Mayfest Park for many years, although not always in the same spot where it sits today. The arena is a symbol of the rural lifestyle enjoyed in Bastrop County. The arena was run for many years by volunteer organizations. On or about October 14, 1997, a lease was granted to the Bastrop Homecoming Committee with the agreement it would be maintained by the group and owned in fee by the City of Bastrop. The original lease term was 40 years. However, volunteers grew weary over time and began to burn out, which can sometimes happen with the everyday hustle and bustle of life. Nevertheless, in June of 2015, the City was given control of the arena. While it was in poor shape, it still had “good bones” and could be repaired at a minimal expense. Since that time, multiple repairs have been made to the announcers’ booth, gates were repaired, equipment was purchased, and the city developed a fee structure. The city has rented the facility on occasion and opens the arena for open ride days a couple of times a month. Unfortunately, the parks department is understaffed and keeping the grounds open daily is not practical. There has been a great deal of discussion about making improvements to Mayfest Park and the arena to develop a venue that can be used for large events to draw tourists to the city. During the 84th legislative secession, Councilmember Kay Garcia McAnally worked closely with our lawmakers to pass HB 3615. This bill allowed the City to use hotel occupancy dollars for the arena and other sports related recreation. In October of 2016, the Council voted to have a concept plan developed to ensure the arena would be part of Bastrop for many years to come. A contract was awarded to MWM Design Group to begin a conceptual plan and propose just what can be added to the existing city-owned property. The phrase “Rural Lifestyle Complex” was coined, and with the establishment of the Destination Marketing Organization, the concept may be closer to a reality than ever before.

POLICY EXPLANATION:

The City Council has made great strides to develop a destination marketing organization. Now that one is established, the plans to market Bastrop are underway. The decision to make improvements to the arena will be one of many future decisions that will require clear and deliberate thinking to prioritize the goals of making Bastrop a destination.

FUNDING SOURCE:

Hotel Occupancy Tax.

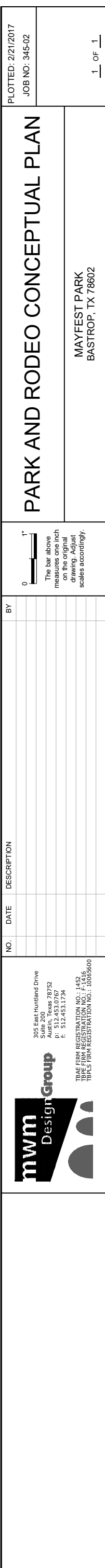
RECOMMENDATION:

Discuss future plans including the development of a request for proposal to volunteer groups that will be able to operate the arena daily, properly fund this organization allowing them to be successful, and set this as a topic for future discussion. This topic will need to be prioritized along with the many other capital improvement decisions that will be made over the next few years.

ATTACHMENTS:

- The rodeo arena concept plan.
- A copy of the agreement to rescind, revoke and abrogate the prior existing lease by and between the City of Bastrop and the Bastrop Homecoming Committee, Inc.







STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 6A

TITLE:

Hear presentation on the unaudited Monthly Financial Report for the period ending April 30, 2017.

STAFF REPRESENTATIVE:

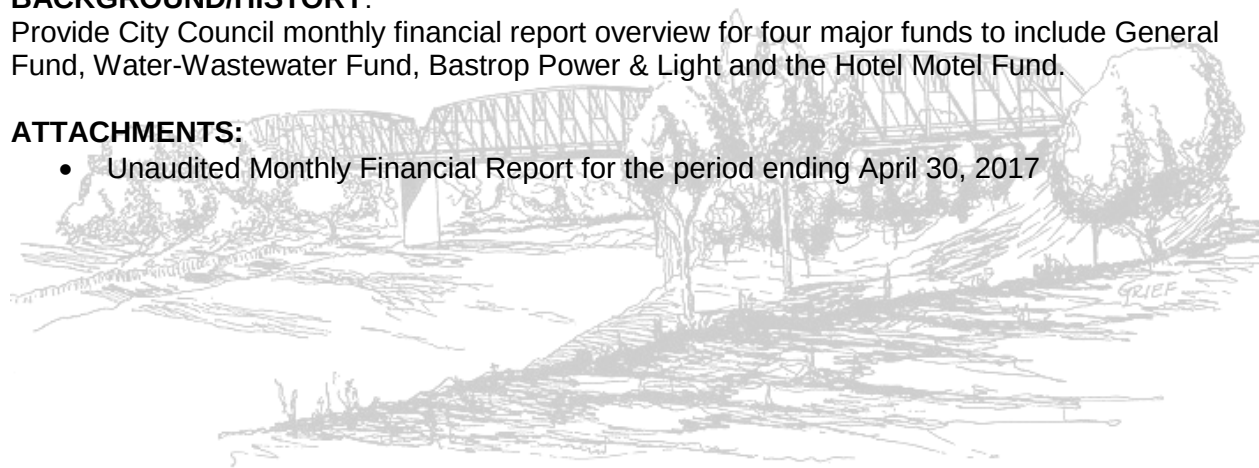
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Provide City Council monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending April 30, 2017



CITY OF BASTROP, TEXAS

MONTHLY FINANCIAL REPORT FOR PERIOD ENDING Apr. 30, 2017



Highlights for this reporting period as of April 30, 2017

General Fund:

- City Economic Development Incentives:

<u>Agreement with</u>	<u>Effective Date</u>	<u>Original Amount</u>	<u>Remaining Balance YTD</u>
Schulman Theaters	March 7, 2012	\$200,000 or 7 Years	\$52,546
Bastrop Retail Partners (Burleson Crossing)	August 30, 2007	\$7,370,694 or 15 Years	\$3,026,372

Legal fees by Attorney/Category

AS OF April 30, 2017

FIRM	CASE	FY14-15	FY15-16	FY16-17
JC BROWN				
	General Legal	\$ 335,518	\$ 279,242	\$ -
	Water permit	\$ 16,698	\$ 39,856	\$ -
	Vandiver	\$ 10,356	\$ 9,275	\$ -
BUNDREN				
	Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ -
	Vandiver	\$ 3,393	\$ 79,951	\$ -
	Aqua CCN	\$ 13,005	\$ 21,735	\$ -
	Red Light Camera Suit	\$ 5,822	\$ 60,279	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 61,015	\$ 482,815	\$ 34,340
Reimburse Council				
	General Legal	\$ -	\$ -	\$ 6,939
DAVID BRAGG, P.C.				
	General legal	\$ -	\$ 8,603	\$ 24,765
	Vandiver	\$ -	\$ -	\$ 7,300
	Water Permit	\$ -	\$ -	\$ 1,680
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ -	\$ 1,246	\$ 432
Total Legal		\$ 535,544	\$ 1,683,801	\$ 75,456

Row Labels	 Sum of FY14-15	Sum of FY15-16	Sum of FY16-17
Aqua CCN	\$ 13,005	\$ 21,735	\$ -
General Legal	\$ 335,518	\$ 287,845	\$ 31,704
Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ -
Red Light Camera Suit	\$ 5,822	\$ 61,525	\$ 432
Vandiver	\$ 13,749	\$ 89,226	\$ 7,300
Water permit	\$ 77,713	\$ 522,671	\$ 36,020
Grand Total	\$ 535,544	\$ 1,683,801	\$ 75,456

CITY OF BASTROP

SUMMARY OF REVENUES AND EXPENDITURES

AS OF April 30, 2017

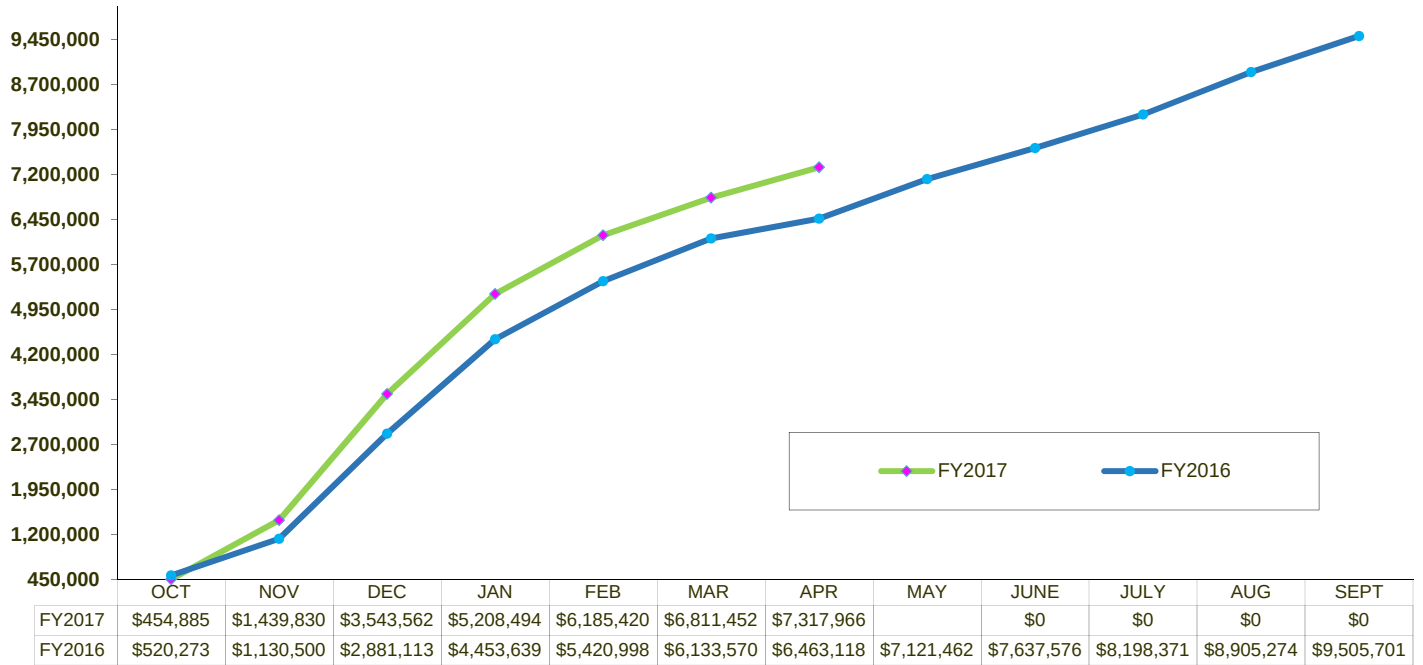
Fiscal year 2017 is 7 month or 58% completed

	FY 16-17 Budget*	FY 16-17 YTD Actual	% of Budget
Revenues			
General Fund	\$ 10,297,361	\$ 7,317,966	71%
W/WW Fund	\$ 4,539,243	\$ 2,795,613	62%
Electric Fund	\$ 6,999,250	\$ 3,668,064	52%
Hotel Motel Fund	\$ 2,882,000	\$ 1,459,681	52%
Expenditures			
General Fund	\$ 11,449,207	\$ 6,037,091	53%
W/WW Fund	\$ 5,874,335	\$ 2,366,500	40%
Electric Fund	\$ 7,546,181	\$ 3,556,932	47%
Hotel Motel Fund	\$ 1,774,742	\$ 1,098,005	62%

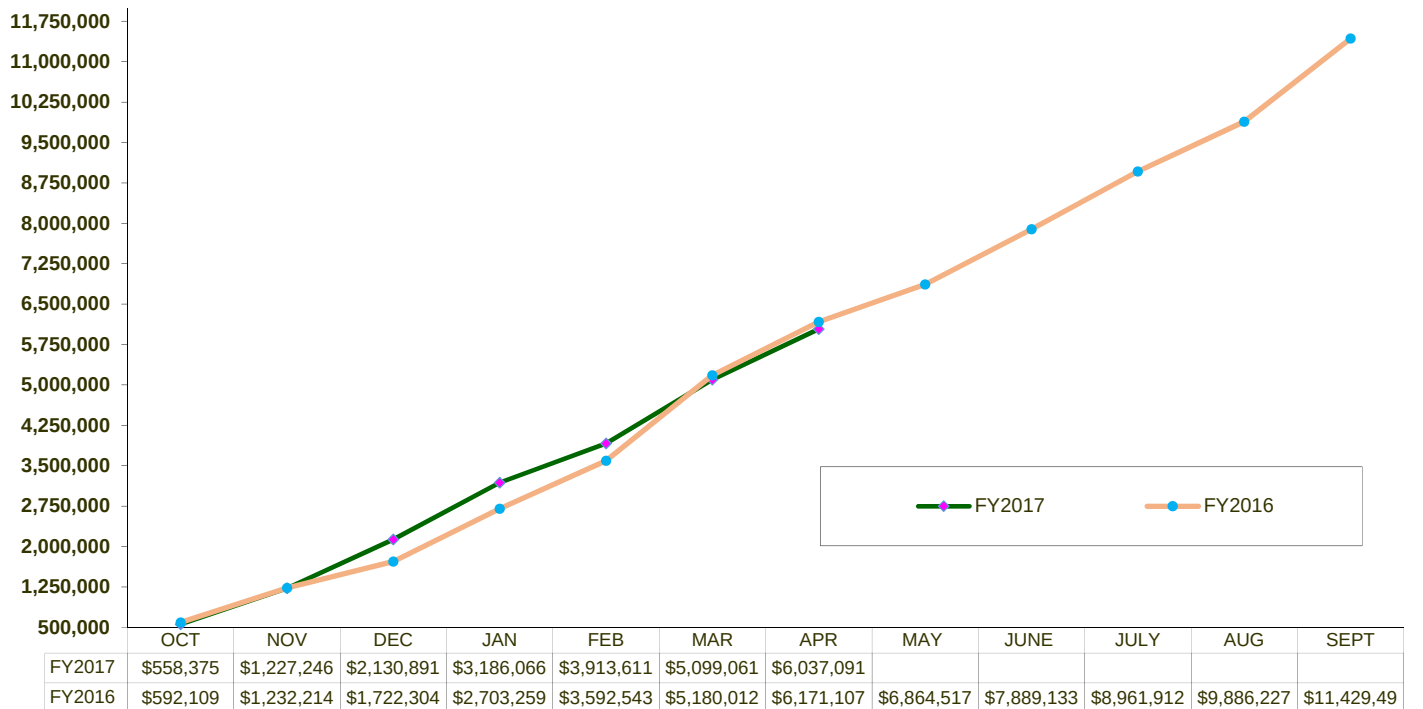
* Budget amounts reflect any budget **amendments** approved by Council during the Fiscal Year

GENERAL FUND REVENUE & EXPENDITURES AS OF April 30, 2017

FY 2016 & 2017 Revenues



FY 2016 & 2017 Expenditures

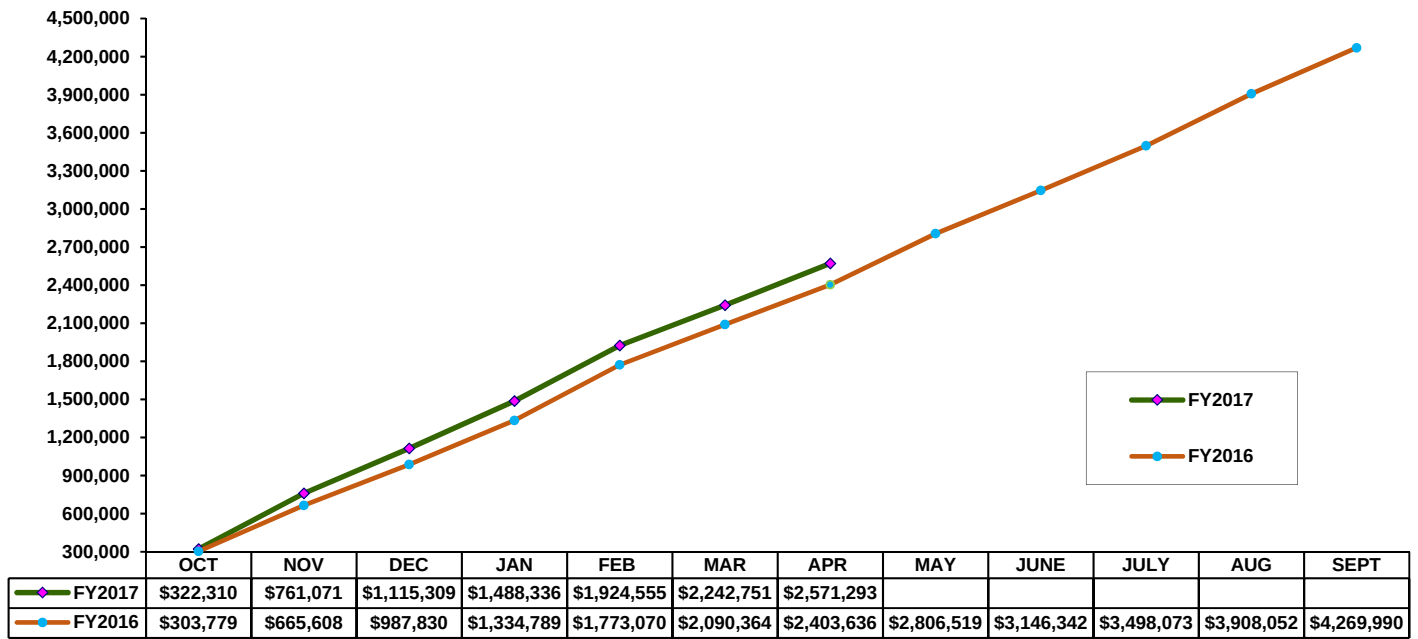


GENERAL FUND REVENUE

AS OF April 30, 2017

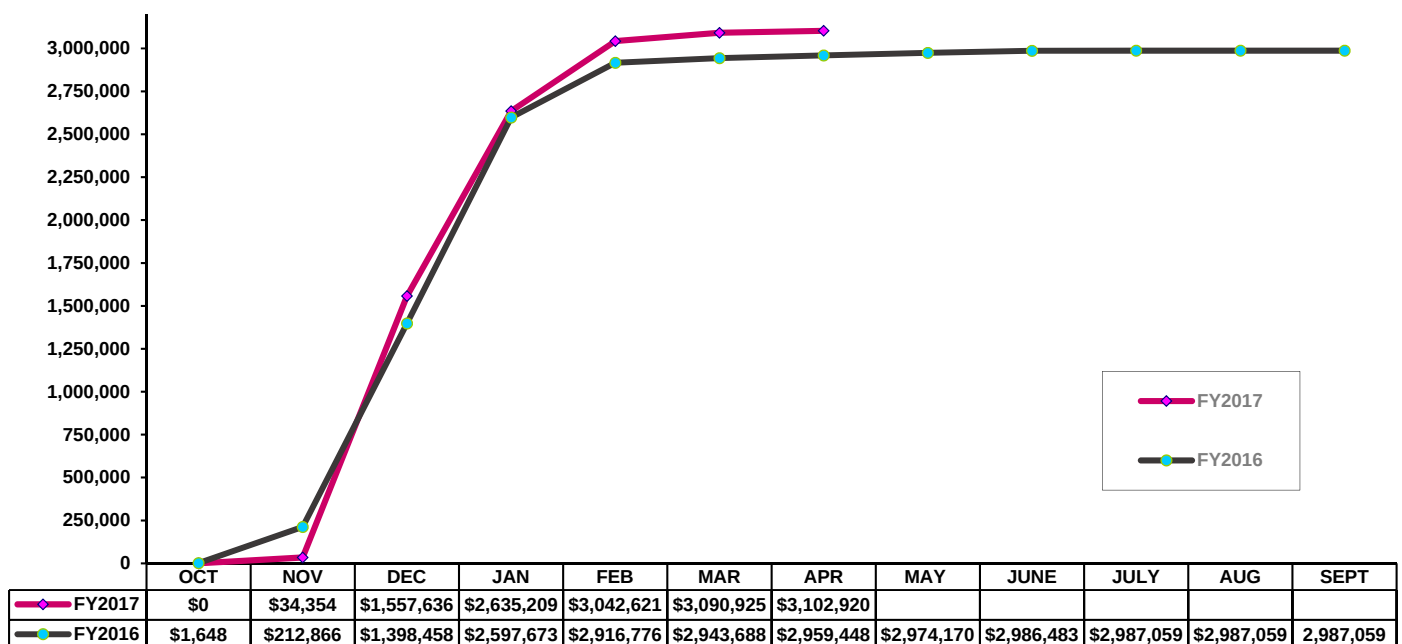
FY2017 Budgeted \$4,456,850

Sales Tax



Ad Valorem Taxes

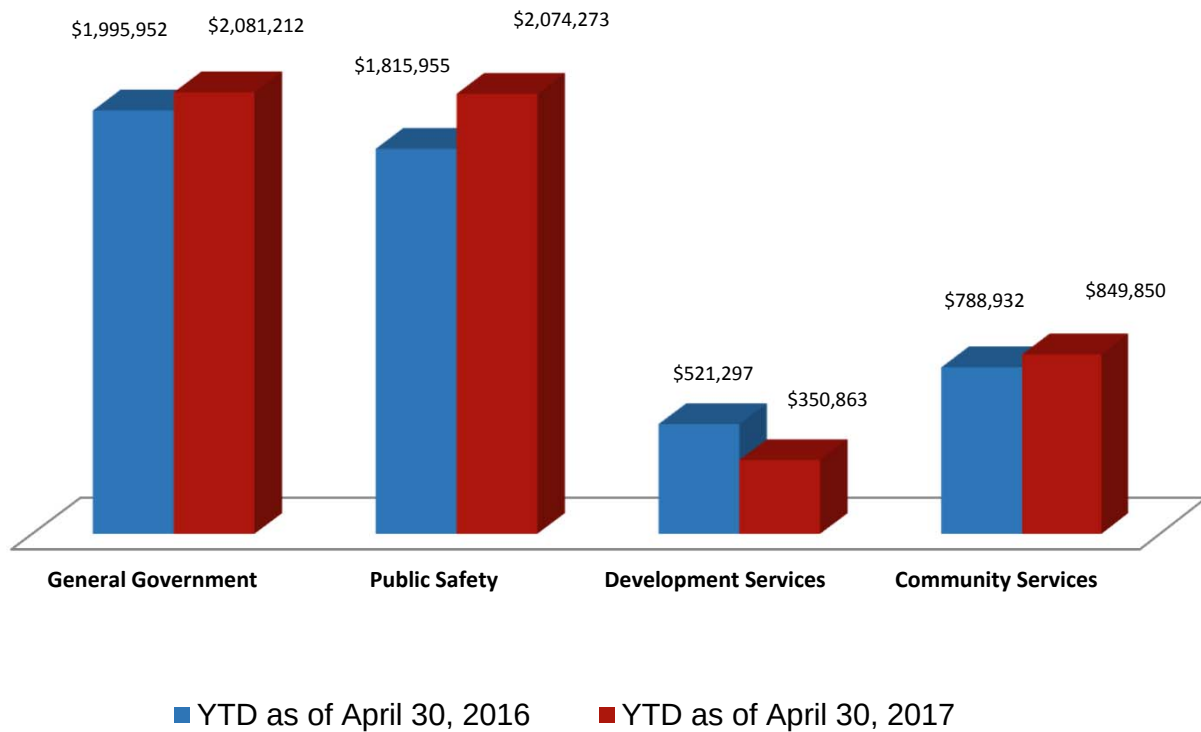
FY2017 Budget \$3,131,361



GENERAL FUND EXPENDITURES

AS OF April 30, 2017

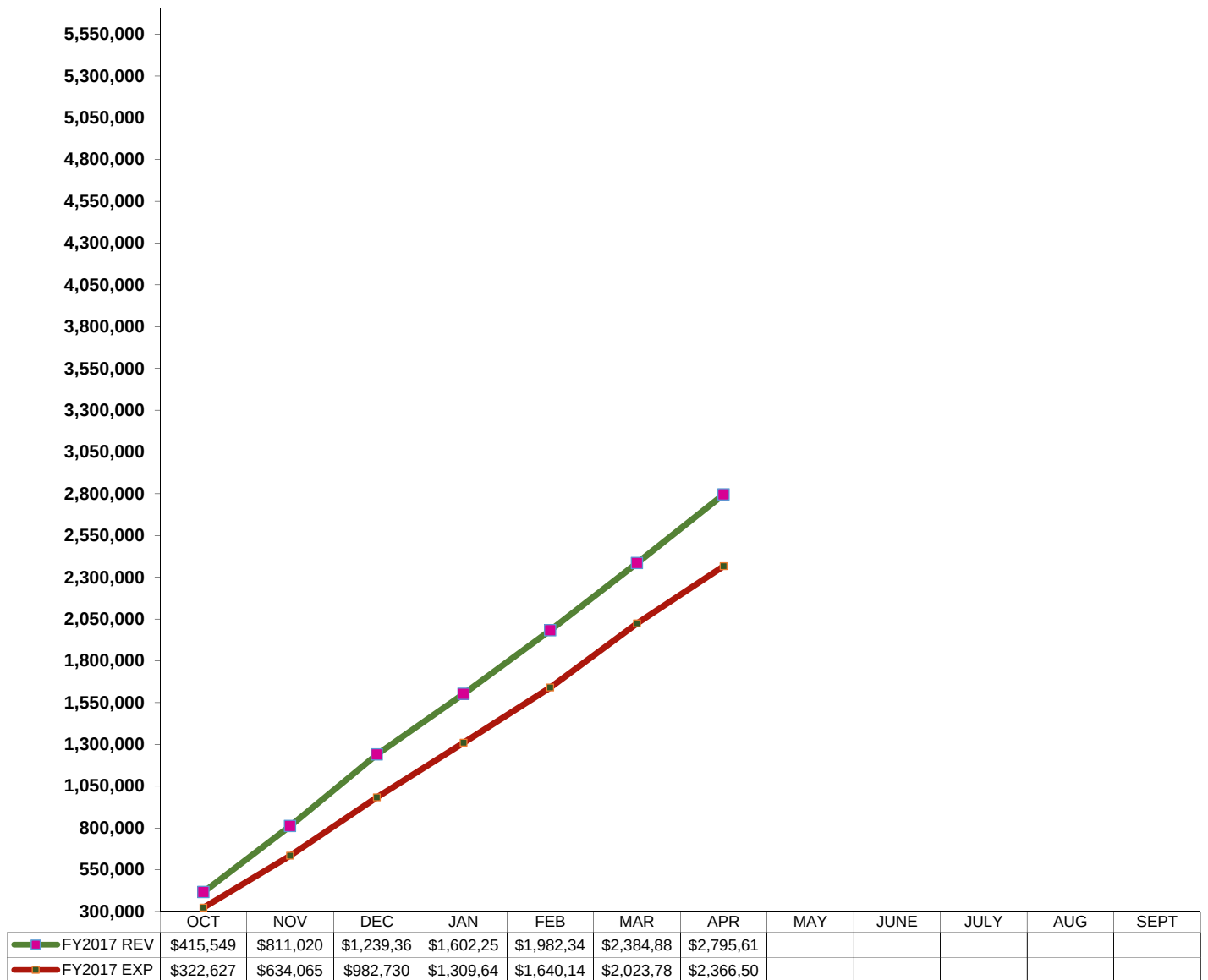
General Fund Operating Expenditures Comparison



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

WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF April 30, 2017

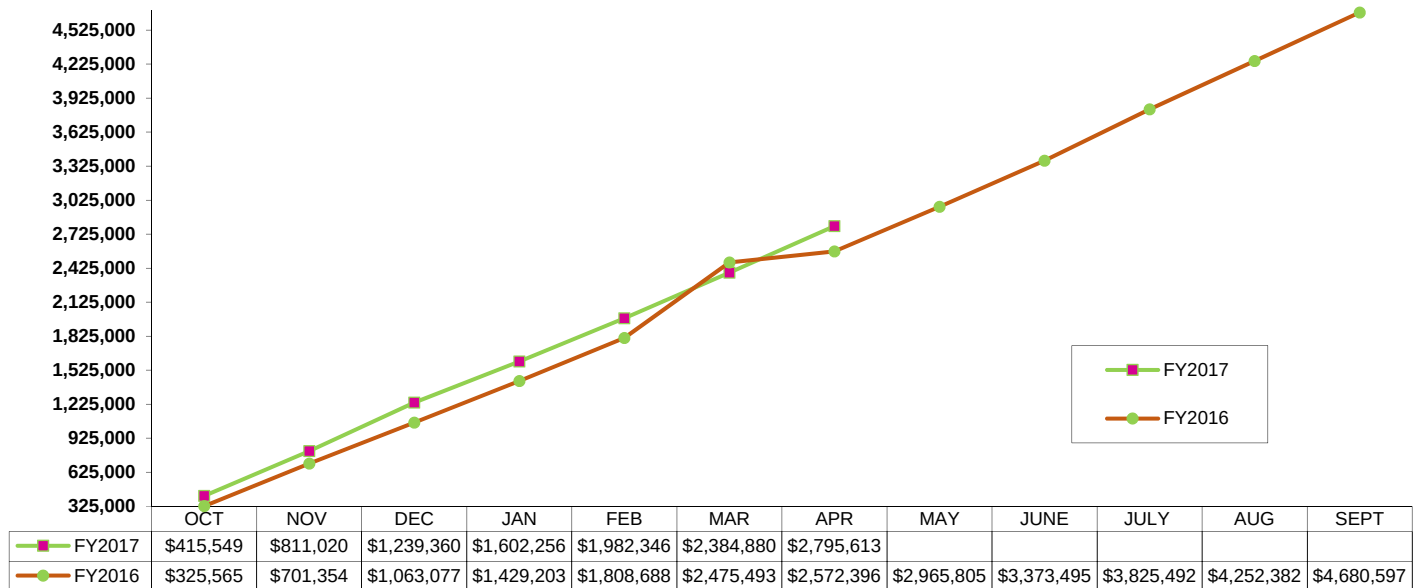
- ❖ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of April 30, 2017 are \$2,795,613 or 62% of the budgeted amount



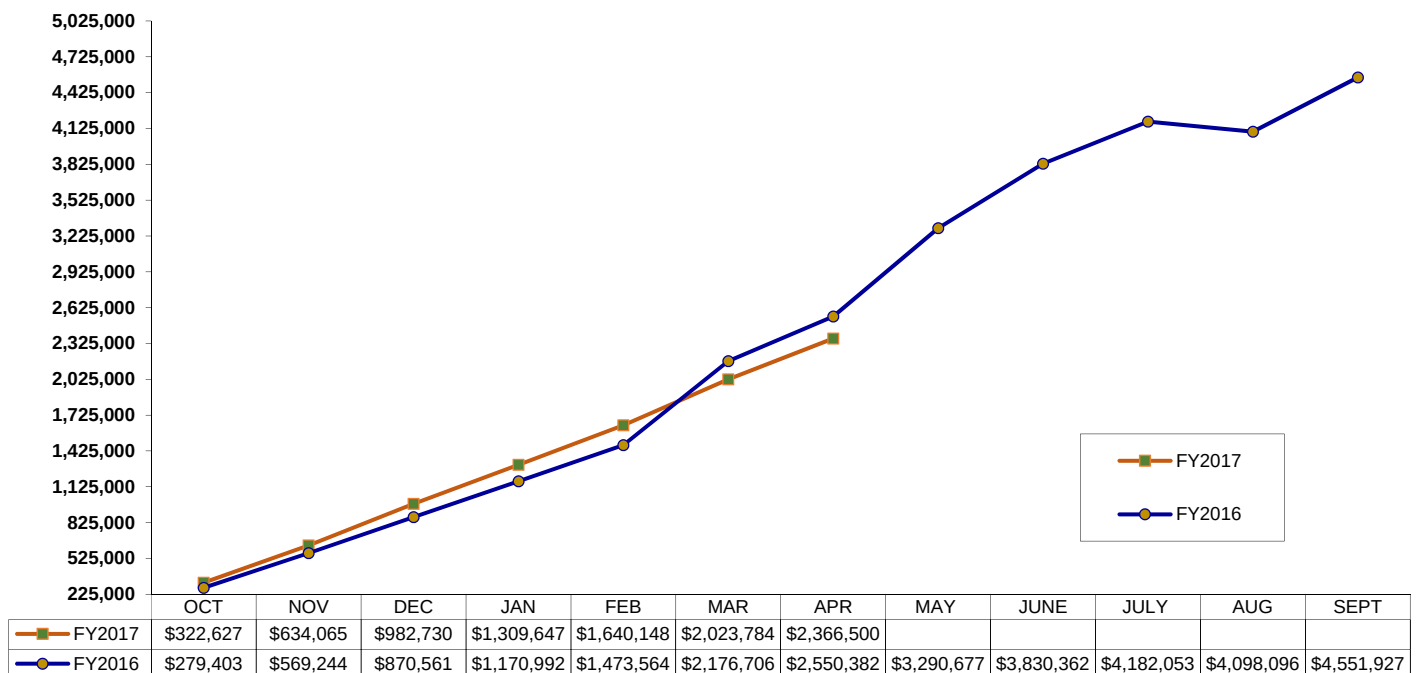
WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF April 30, 2017

FY 2016 & 2017 Revenues



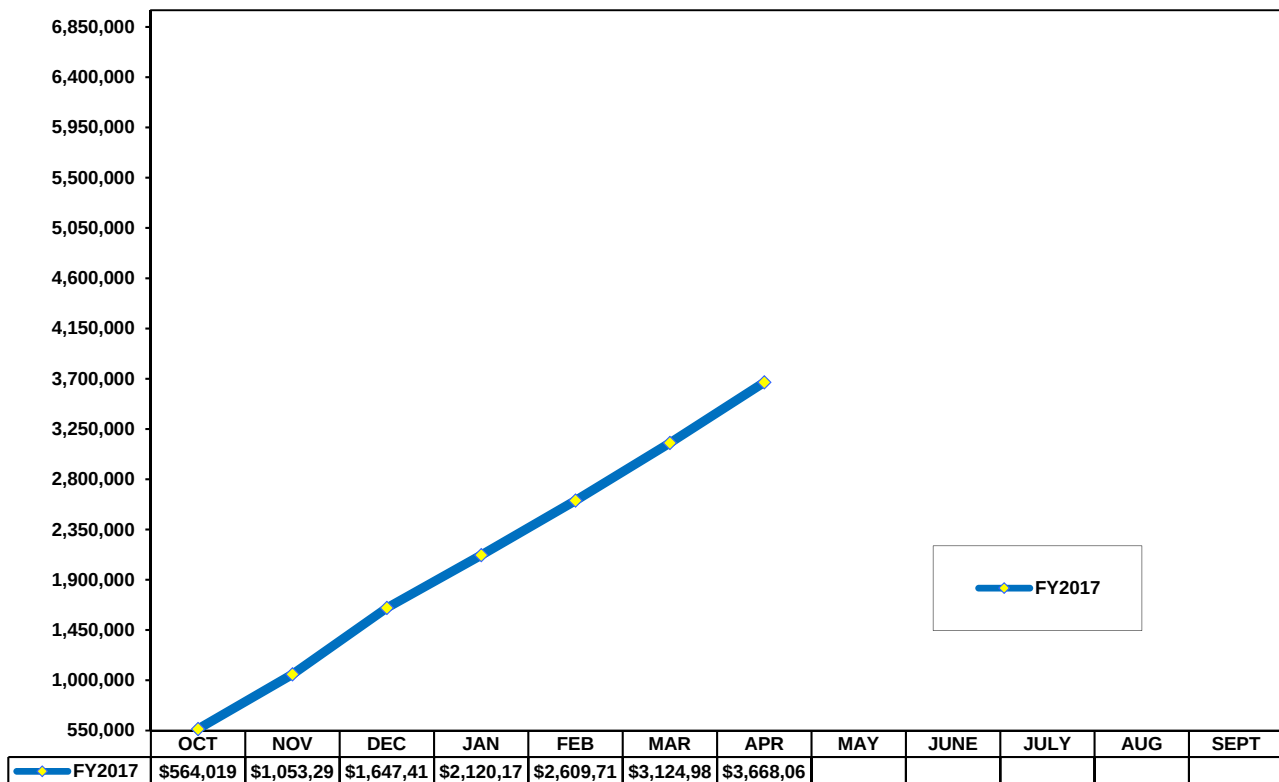
FY 2016 & 2017 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE

AS OF April 30, 2017

- ❖ Electric Fund Revenues Year-to-date (YTD) as of April 30, 2017 are \$3,668,064 or 52% of the FY2017 adopted budget.



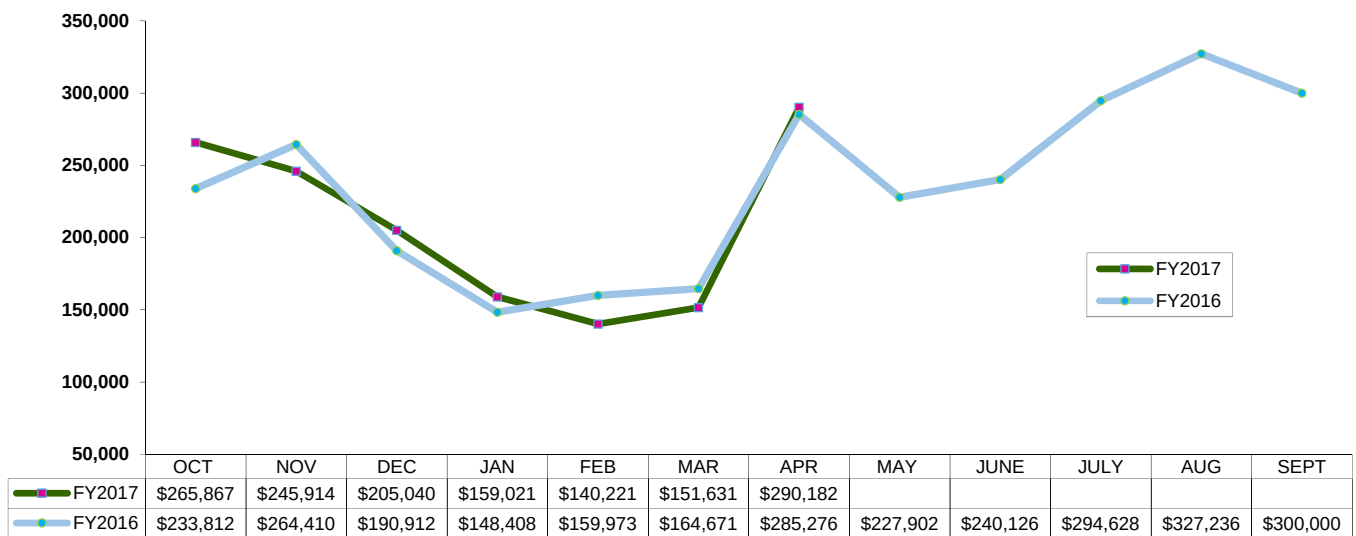
HOTEL MOTEL TAX REVENUE FUND

REVENUE AND EXPENDITURES

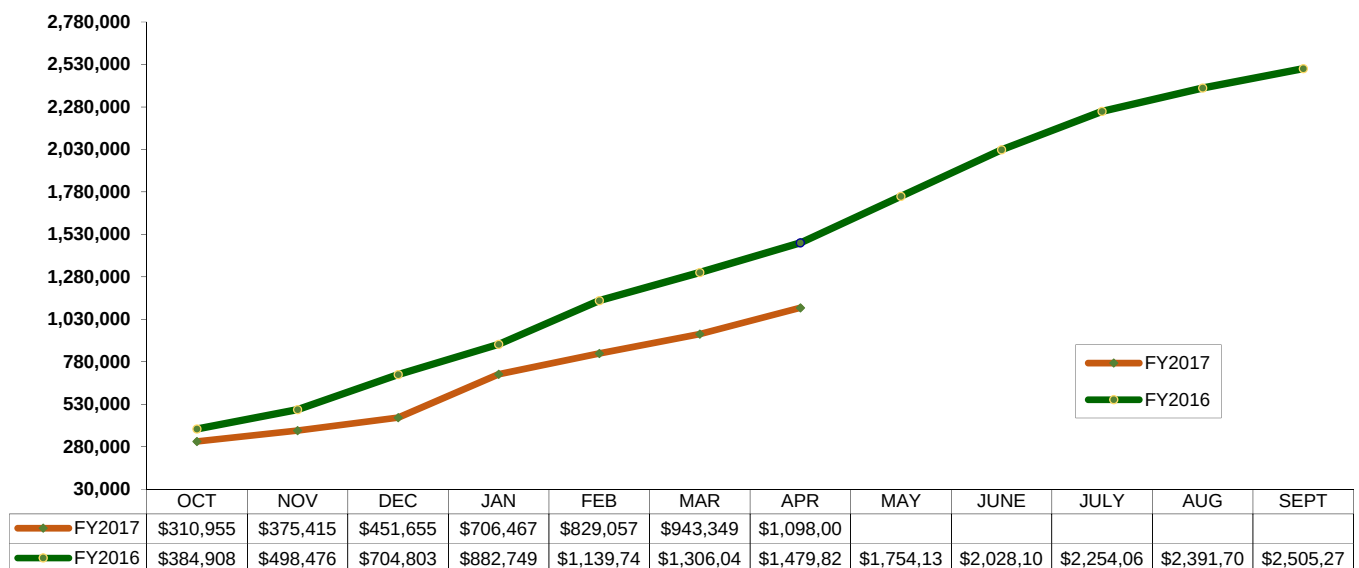
AS OF April 30, 2017

- ❖ Revenues as of April 30, 2017 represent YTD earned revenue of \$1,459,681. Due to a timing issue the revenue earned in October is an estimate.
- ❖ Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.

Revenue (Month to Month comparison)



Expenses (YTD comparison)



FINANCIAL STATEMENT REPORTS ARE ATTACHED:

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

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4001 CURRENT TAXES M&O	2,959,446.69	3,131,361.00	11,995.24	3,102,920.31	28,440.69	99.09
00-00-4002 DELINQUENT TAXES M&O	15,043.14	21,000.00	0.00	9,523.47	11,476.53	45.35
00-00-4003 PENALTIES & INTEREST M&O	17,536.48	31,500.00	1,107.78	26,318.00	5,182.00	83.55
00-00-4004 FRANCHISE TAX	190,731.17	454,000.00	5,363.75	165,406.24	288,593.76	36.43
00-00-4006 CITY SALES TAX	2,403,635.72	4,456,850.00	328,541.72	2,571,292.59	1,885,557.41	57.69
00-00-4008 OCCUPATION TAX	4,092.67	8,000.00	180.00	1,205.00	6,795.00	15.06
00-00-4009 MIXED BEVERAGE TAX	25,965.33	48,000.00	14,100.45	28,973.87	19,026.13	60.36
00-00-4010 380 AGREEMENT PROP REFUND	(46,607.13)	(47,000.00)	0.00	(61,803.96)	14,803.96	131.50
TOTAL TAXES & PENALTIES	5,569,844.07	8,103,711.00	361,288.94	5,843,835.52	2,259,875.48	72.11
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	48,416.26	120,000.00	9,941.46	90,122.71	29,877.29	75.10
00-00-4021 ZONING FEES	1,809.00	3,500.00	300.00	2,665.73	834.27	76.16
00-00-4022 PLATTING FEES	46,574.13	40,000.00	900.00	6,890.00	33,110.00	17.23
00-00-4023 SPECIAL EVENT PERMIT FEE	1,244.00	2,000.00	100.00	1,500.00	500.00	75.00
TOTAL LICENSES & PERMITS	98,043.39	165,500.00	11,241.46	101,178.44	64,321.56	61.14
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	145.00	200.00	0.00	75.00	125.00	37.50
00-00-4043 PARK RENTALS & FEES	1,535.00	5,000.00	430.00	4,991.80	8.20	99.84
00-00-4044 PD ACCIDENT REPORTS	1,041.00	1,800.00	108.00	955.00	845.00	53.06
00-00-4046 SPECIAL EVENTS HOT REIMB	4,453.24	25,000.00	0.00	0.00	25,000.00	0.00
00-00-4047 PROJ ESCROW REIMB	3,946.24	0.00	0.00	6,413.26	(6,413.26)	0.00
00-00-4049 TRANSFER STATION RECEIPTS	4,874.62	8,000.00	0.00	350.00	7,650.00	4.38
00-00-4051 SANITATION REVENUE	280,128.98	475,000.00	39,468.55	273,555.19	201,444.81	57.59
00-00-4052 SANITATION PENALTIES	4,169.25	7,500.00	617.19	4,322.95	3,177.05	57.64
00-00-4055 FILMING/BROADCASTING FEES	0.00	26,400.00	0.00	525.00	25,875.00	1.99
TOTAL CHARGES FOR SERVICES	300,293.33	548,900.00	40,623.74	291,188.20	257,711.80	53.05
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	181,557.38	245,000.00	29,576.29	203,042.13	41,957.87	82.87
00-00-4076 LIBRARY RECEIPTS	9,888.44	17,000.00	1,549.37	9,984.19	7,015.81	58.73
00-00-4078 JUVENILE CASE MANAGER-M/C	6,277.49	9,000.00	1,008.16	5,828.41	3,171.59	64.76
00-00-4080 TEEN COURT (MC)	883.32	1,000.00	0.00	0.00	1,000.00	0.00
TOTAL FINES & FORFEITURES	198,606.63	272,000.00	32,133.82	218,854.73	53,145.27	80.46
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	11,999.69	30,000.00	3,923.55	23,644.54	6,355.46	78.82
TOTAL INTEREST INCOME	11,999.69	30,000.00	3,923.55	23,644.54	6,355.46	78.82

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INTERGOVERNMENTAL						
00-00-4410 BASTROP CO/EMERG MGMT ASSIST	0.00	0.00	0.00	56,130.76	(56,130.76)	0.00
00-00-4415 EMERGENCY MANAGEMENT	7,652.26	32,000.00	0.00	1,130.56	30,869.44	3.53
00-00-4419 PROPERTY LIEN PAYMENTS	0.00	0.00	1,487.29	2,743.80	(2,743.80)	0.00
00-00-4493 BEDC IN-KIND	54,855.12	189,000.00	9,106.36	50,933.04	138,066.96	26.95
TOTAL INTERGOVERNMENTAL	62,507.38	221,000.00	10,593.65	110,938.16	110,061.84	50.20
MISCELLANEOUS						
00-00-4509 GENERAL DONATIONS	725.00	1,500.00	0.00	0.00	1,500.00	0.00
00-00-4525 PARKS/RECREATION DONATIONS	0.00	2,000.00	0.00	0.00	2,000.00	0.00
00-00-4536 MISCELLANEOUS	39,472.64	40,000.00	94.19	49,538.53	(9,538.53)	123.85
00-00-4537 INSURANCE PROCEEDS	341.00	0.00	135.00	3,433.60	(3,433.60)	0.00
00-00-4543 DEVELOPER REIMBURSEMENT	18,171.52	0.00	0.00	0.00	0.00	0.00
00-00-4553 FIRE DEPT CALLS - REIMB	0.00	5,000.00	0.00	0.00	5,000.00	0.00
00-00-4600 CAPITAL CONTRIBUTIONS	0.00	350,000.00	0.00	350,000.00	0.00	100.00
TOTAL MISCELLANEOUS	58,710.16	398,500.00	229.19	402,972.13	(4,472.13)	101.12
TRANSFERS-IN						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	325,354.19	557,750.00	46,479.17	325,354.19	232,395.81	58.33
00-00-4709 TRANSFERS IN - DESIGNATED	10,787.30	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	336,141.49	557,750.00	46,479.17	325,354.19	232,395.81	58.33
*** TOTAL REVENUE ***						
	6,636,146.14	10,297,361.00	506,513.52	7,317,965.91	2,979,395.09	71.07
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL COSTS	4,110.14	7,015.00	610.18	4,097.47	2,917.53	58.41
SUPPLIES & MATERIALS	947.32	4,530.00	27.92	189.03	4,340.97	4.17
OCCUPANCY	4,745.70	8,000.00	689.43	4,980.36	3,019.64	62.25
CONTRACTUAL SERVICES	4,474.36	10,900.00	0.00	457.50	10,442.50	4.20
OTHER CHARGES	(11,493.52)	26.00	(929.19)	(5,024.67)	5,050.67	9,325.65-
TOTAL 00-NON-PROGRAM	2,784.00	30,471.00	398.34	4,699.69	25,771.31	15.42
TOTAL LEGISLATIVE	2,784.00	30,471.00	398.34	4,699.69	25,771.31	15.42
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL COSTS	29,687.84	53,261.28	1,388.98	24,776.88	28,484.40	46.52
SUPPLIES & MATERIALS	11,665.85	17,290.00	1,335.87	7,831.89	9,458.11	45.30
MAINTENANCE & REPAIRS	3,565.00	14,500.00	0.00	11,160.86	3,339.14	76.97
CONTRACTUAL SERVICES	436,636.78	495,075.00	100,979.99	274,866.45	220,208.55	55.52
OTHER CHARGES	288,040.41	518,548.00	106.13	307,249.67	211,298.33	59.25
CONTINGENCY	0.00	11,000.00	0.00	0.00	11,000.00	0.00
CAPITAL OUTLAY	16,317.00	0.00	0.00	(63.76)	63.76	0.00
TRANSFERS OUT	625,000.00	37,500.00	0.00	37,500.00	0.00	100.00
TOTAL 00-NON-PROGRAM	1,410,912.88	1,147,174.28	103,810.97	663,321.99	483,852.29	57.82
TOTAL ORGANIZATIONAL	1,410,912.88	1,147,174.28	103,810.97	663,321.99	483,852.29	57.82
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL COSTS	183,047.33	230,895.00	24,689.55	86,572.69	144,322.31	37.49
SUPPLIES & MATERIALS	3,239.52	7,550.00	525.63	3,844.74	3,705.26	50.92
OCCUPANCY	4,764.55	9,400.00	655.33	4,615.68	4,784.32	49.10
CONTRACTUAL SERVICES	87.50	94,659.00	23,699.92	114,713.08	(20,054.08)	121.19
OTHER CHARGES	(108,328.29)	(126,667.00)	(10,690.41)	(77,446.63)	(49,220.37)	61.14
TOTAL 00-NON-PROGRAM	82,810.61	215,837.00	38,880.02	132,299.56	83,537.44	61.30
TOTAL CITY MANAGER	82,810.61	215,837.00	38,880.02	132,299.56	83,537.44	61.30

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CITY SECRETARY						
00-NON-PROGRAM						
PERSONNEL COSTS	52,552.02	99,352.00	7,610.91	54,769.13	44,582.87	55.13
SUPPLIES & MATERIALS	580.12	5,975.00	257.97	4,656.11	1,318.89	77.93
OCCUPANCY	1,448.54	2,190.00	119.00	1,171.14	1,018.86	53.48
CONTRACTUAL SERVICES	0.00	5,600.00	0.00	1,584.07	4,015.93	28.29
OTHER CHARGES	(19,743.49)	14,148.00	(202.15)	7,751.43	6,396.57	54.79
TOTAL 00-NON-PROGRAM	34,837.19	127,265.00	7,785.73	69,931.88	57,333.12	54.95
TOTAL CITY SECRETARY	34,837.19	127,265.00	7,785.73	69,931.88	57,333.12	54.95
FINANCE						
00-NON-PROGRAM						
PERSONNEL COSTS	199,069.01	401,106.00	31,781.58	223,619.94	177,486.06	55.75
SUPPLIES & MATERIALS	2,842.10	4,460.00	137.85	1,503.66	2,956.34	33.71
MAINTENANCE & REPAIRS	16,812.44	33,500.00	0.00	23,875.82	9,624.18	71.27
OCCUPANCY	3,842.66	7,550.00	428.63	3,519.10	4,030.90	46.61
CONTRACTUAL SERVICES	34,082.12	55,860.00	6,420.92	36,175.90	19,684.10	64.76
OTHER CHARGES	(129,275.25)	(257,501.00)	(21,008.64)	(150,124.67)	(107,376.33)	58.30
TOTAL 00-NON-PROGRAM	127,373.08	244,975.00	17,760.34	138,569.75	106,405.25	56.56
UTILITY CUSTOMER SERVICE						
PERSONNEL COSTS	151,074.24	218,715.00	17,825.44	124,706.86	94,008.14	57.02
SUPPLIES & MATERIALS	11,228.68	23,640.00	2,062.35	13,810.85	9,829.15	58.42
MAINTENANCE & REPAIRS	4,517.26	23,500.00	(39.27)	21,813.98	1,686.02	92.83
OCCUPANCY	7,529.40	11,165.00	516.32	4,810.49	6,354.51	43.09
CONTRACTUAL SERVICES	249,995.83	431,040.00	36,076.67	246,592.68	184,447.32	57.21
OTHER CHARGES	(187,938.92)	(258,888.00)	(21,989.34)	(153,453.75)	(105,434.25)	59.27
TOTAL UTILITY CUSTOMER SERVICE	236,406.49	449,172.00	34,452.17	258,281.11	190,890.89	57.50
TOTAL FINANCE	363,779.57	694,147.00	52,212.51	396,850.86	297,296.14	57.17
HUMAN RESOURCE						
00-NON-PROGRAM						
PERSONNEL COSTS	60,607.13	141,701.00	10,978.48	79,053.15	62,647.85	55.79
SUPPLIES & MATERIALS	752.42	3,175.00	3.83	677.67	2,497.33	21.34
OCCUPANCY	1,779.49	3,445.00	186.79	1,676.94	1,768.06	48.68
CONTRACTUAL SERVICES	16.00	325.00	0.00	30.00	295.00	9.23
OTHER CHARGES	(8,087.04)	(17,111.00)	(2,552.74)	(10,974.58)	(6,136.42)	64.14
TOTAL 00-NON-PROGRAM	55,068.00	131,535.00	8,616.36	70,463.18	61,071.82	53.57
TOTAL HUMAN RESOURCE	55,068.00	131,535.00	8,616.36	70,463.18	61,071.82	53.57

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL COSTS	100,281.06	153,251.00	12,653.47	85,607.94	67,643.06	55.86
SUPPLIES & MATERIALS	10,607.79	11,500.00	165.75	7,252.19	4,247.81	63.06
MAINTENANCE & REPAIRS	46,079.24	122,800.00	20,781.74	79,572.95	43,227.05	64.80
OCCUPANCY	7,920.83	11,152.00	790.48	7,685.11	3,466.89	68.91
CONTRACTUAL SERVICES	1,000.00	34,237.00	303.08	3,533.56	30,703.44	10.32
OTHER CHARGES	(65,401.51)	(105,515.00)	(9,334.58)	(60,979.21)	(44,535.79)	57.79
CAPITAL OUTLAY	24,245.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	124,732.41	227,425.00	25,359.94	122,672.54	104,752.46	53.94
TOTAL INFORMATION TECHNOLOGY	124,732.41	227,425.00	25,359.94	122,672.54	104,752.46	53.94
FILMING/BROADCASTING						
00-NON-PROGRAM						
PERSONNEL COSTS	0.00	32,899.00	2,878.29	17,971.18	14,927.82	54.63
SUPPLIES & MATERIALS	0.00	7,400.00	0.00	3,123.70	4,276.30	42.21
MAINTENANCE & REPAIRS	0.00	5,888.00	0.00	5,502.55	385.45	93.45
OCCUPANCY	0.00	3,000.00	40.28	241.89	2,758.11	8.06
CONTRACTUAL SERVICES	0.00	5,000.00	0.00	0.00	5,000.00	0.00
OTHER CHARGES	0.00	3,000.00	0.00	15.00	2,985.00	0.50
TOTAL 00-NON-PROGRAM	0.00	57,187.00	2,918.57	26,854.32	30,332.68	46.96
TOTAL FILMING/BROADCASTING	0.00	57,187.00	2,918.57	26,854.32	30,332.68	46.96
POLICE						
ADMINISTRATION						
PERSONNEL COSTS	279,420.49	514,695.00	40,782.56	290,961.41	223,733.59	56.53
SUPPLIES & MATERIALS	15,299.15	32,670.00	2,033.49	14,909.90	17,760.10	45.64
MAINTENANCE & REPAIRS	17,062.77	40,819.00	324.63	16,180.99	24,638.01	39.64
OCCUPANCY	29,340.01	55,980.00	15,249.34	35,854.45	20,125.55	64.05
CONTRACTUAL SERVICES	95,854.24	350,112.00	67,813.63	240,165.45	109,946.55	68.60
OTHER CHARGES	18,119.07	33,858.00	217.16	11,902.65	21,955.35	35.15
CAPITAL OUTLAY	1,497.50	449,189.00	62,773.00	227,069.56	222,119.44	50.55
TOTAL ADMINISTRATION	456,593.23	1,477,323.00	189,193.81	837,044.41	640,278.59	56.66
CODE ENFORCEMENT						
PERSONNEL COSTS	32,331.76	59,385.00	4,895.00	33,216.76	26,168.24	55.93
SUPPLIES & MATERIALS	875.79	5,125.00	231.12	921.10	4,203.90	17.97
MAINTENANCE & REPAIRS	222.96	3,002.00	0.00	457.21	2,544.79	15.23
CONTRACTUAL SERVICES	339.99	10,370.00	699.99	2,889.99	7,480.01	27.87
OTHER CHARGES	3.94	24,150.00	106.00	1,684.95	22,465.05	6.98
TOTAL CODE ENFORCEMENT	33,774.44	102,032.00	5,932.11	39,170.01	62,861.99	38.39

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	29.49	1,600.00	0.00	83.52	1,516.48	5.22
MAINTENANCE & REPAIRS	1,631.97	3,950.00	0.00	84.48	3,865.52	2.14
OTHER CHARGES	1,076.89	2,500.00	0.00	570.00	1,930.00	22.80
TOTAL EMERGENCY MANAGEMENT	2,738.35	8,050.00	0.00	738.00	7,312.00	9.17
POLICE-CID						
PERSONNEL COSTS	137,653.56	255,234.00	20,522.14	144,711.70	110,522.30	56.70
SUPPLIES & MATERIALS	961.28	3,910.00	230.30	1,039.71	2,870.29	26.59
MAINTENANCE & REPAIRS	102.13	3,918.00	0.00	102.98	3,815.02	2.63
CONTRACTUAL SERVICES	0.00	3,704.00	0.00	0.00	3,704.00	0.00
OTHER CHARGES	2,267.65	5,490.00	153.20	1,420.62	4,069.38	25.88
TOTAL POLICE-CID	140,984.62	272,256.00	20,905.64	147,275.01	124,980.99	54.09
POLICE-PATROL						
PERSONNEL COSTS	777,924.80	1,314,435.00	107,922.46	732,493.95	581,941.05	55.73
SUPPLIES & MATERIALS	62,066.24	92,893.00	5,972.68	57,445.58	35,447.42	61.84
MAINTENANCE & REPAIRS	9,007.44	18,460.00	1,063.88	8,831.13	9,628.87	47.84
CONTRACTUAL SERVICES	1,479.15	12,960.00	820.30	4,184.12	8,775.88	32.28
OTHER CHARGES	1,828.99	12,240.00	823.64	4,790.82	7,449.18	39.14
CAPITAL OUTLAY	168,537.38	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE-PATROL	1,020,844.00	1,450,988.00	116,602.96	807,745.60	643,242.40	55.67
POLICE-CRIME PREVENTION						
PERSONNEL COSTS	0.00	94,018.00	6,498.51	46,279.04	47,738.96	49.22
SUPPLIES & MATERIALS	921.94	4,225.00	229.52	683.30	3,541.70	16.17
MAINTENANCE & REPAIRS	0.00	1,576.00	11.00	46.99	1,529.01	2.98
CONTRACTUAL SERVICES	84.50	1,974.00	0.00	0.00	1,974.00	0.00
OTHER CHARGES	604.00	2,820.00	0.00	383.89	2,436.11	13.61
TOTAL POLICE-CRIME PREVENTION	1,610.44	104,613.00	6,739.03	47,393.22	57,219.78	45.30
TOTAL POLICE	1,656,545.08	3,415,262.00	339,373.55	1,879,366.25	1,535,895.75	55.03
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL COSTS	35,932.82	111,180.00	15,663.99	76,257.06	34,922.94	68.59
SUPPLIES & MATERIALS	25,173.12	96,324.00	10,294.54	61,142.00	35,182.00	63.48
MAINTENANCE & REPAIRS	38,161.78	53,500.00	496.30	35,073.14	18,426.86	65.56
OCCUPANCY	28,568.92	39,585.00	10,331.48	22,255.64	17,329.36	56.22
CONTRACTUAL SERVICES	22,596.76	138,107.00	3,907.24	49,382.78	88,724.22	35.76
OTHER CHARGES	12,408.42	26,175.00	2,172.21	12,508.79	13,666.21	47.79
CAPITAL OUTLAY	0.00	44,000.00	0.00	0.00	44,000.00	0.00
TOTAL 00-NON-PROGRAM	162,841.82	508,871.00	42,865.76	256,619.41	252,251.59	50.43
TOTAL FIRE-VOLUNTEER	162,841.82	508,871.00	42,865.76	256,619.41	252,251.59	50.43

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL COSTS	128,819.16	227,935.00	17,809.02	128,927.42	99,007.58	56.56
SUPPLIES & MATERIALS	5,355.95	30,600.00	658.17	3,773.34	26,826.66	12.33
MAINTENANCE & REPAIRS	8,026.02	8,350.00	0.00	7,897.80	452.20	94.58
OCCUPANCY	5,189.60	9,410.00	511.34	4,401.03	5,008.97	46.77
CONTRACTUAL SERVICES	15,333.97	34,400.00	2,444.00	16,683.61	17,716.39	48.50
OTHER CHARGES	3,878.22	6,075.00	102.80	3,673.80	2,401.20	60.47
TOTAL 00-NON-PROGRAM	166,602.92	316,770.00	21,525.33	165,357.00	151,413.00	52.20
TOTAL MUNICIPAL COURT	166,602.92	316,770.00	21,525.33	165,357.00	151,413.00	52.20
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL COSTS	281,418.32	533,356.00	59,413.36	285,559.56	247,796.44	53.54
SUPPLIES & MATERIALS	3,212.09	14,100.00	1,448.03	7,892.04	6,207.96	55.97
MAINTENANCE & REPAIRS	1,744.65	26,450.00	0.00	6,094.41	20,355.59	23.04
OCCUPANCY	5,739.25	11,200.00	588.40	5,571.30	5,628.70	49.74
CONTRACTUAL SERVICES	195,751.94	182,350.00	11,779.44	42,130.65	140,219.35	23.10
OTHER CHARGES	33,430.78	(3,860.00)	(2,014.44)	3,615.33	(7,475.33)	93.66-
CAPITAL OUTLAY	0.00	50,000.00	0.00	25,762.71	24,237.29	51.53
TOTAL 00-NON-PROGRAM	521,297.03	813,596.00	71,214.79	376,626.00	436,970.00	46.29
TOTAL PLANNING & DEVELOPMENT	521,297.03	813,596.00	71,214.79	376,626.00	436,970.00	46.29
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL COSTS	353,431.96	729,309.00	56,894.07	370,582.74	358,726.26	50.81
SUPPLIES & MATERIALS	36,021.01	77,810.00	5,575.23	29,797.35	48,012.65	38.30
MAINTENANCE & REPAIRS	81,574.06	289,004.00	29,008.61	97,350.80	191,653.20	33.68
OCCUPANCY	7,170.63	14,010.00	3,261.64	7,870.18	6,139.82	56.18
CONTRACTUAL SERVICES	36,213.62	75,387.00	7,689.12	30,476.09	44,910.91	40.43
OTHER CHARGES	4,290.02	14,400.00	436.04	1,906.18	12,493.82	13.24
CAPITAL OUTLAY	94,637.05	556,800.00	0.00	268,130.14	288,669.86	48.16
TOTAL ADMINISTRATION	613,338.35	1,756,720.00	102,864.71	806,113.48	950,606.52	45.89
RECREATION						
PERSONNEL COSTS	0.00	19,045.00	0.00	0.00	19,045.00	0.00
SUPPLIES & MATERIALS	0.00	2,350.00	0.00	199.63	2,150.37	8.49
MAINTENANCE & REPAIRS	0.00	250.00	0.00	7.79	242.21	3.12
OCCUPANCY	0.00	250.00	0.00	0.00	250.00	0.00
CONTRACTUAL SERVICES	9,875.00	44,980.00	0.00	10,642.50	34,337.50	23.66
OTHER CHARGES	0.00	17,000.00	2,315.27	9,499.23	7,500.77	55.88
TOTAL RECREATION	9,875.00	83,875.00	2,315.27	20,349.15	63,525.85	24.26

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PARKS						
PERSONNEL COSTS	283,767.38	664,718.00	43,694.70	325,526.45	339,191.55	48.97
SUPPLIES & MATERIALS	15,710.22	44,110.00	2,610.38	25,771.42	18,338.58	58.43
MAINTENANCE & REPAIRS	47,424.42	91,430.00	2,544.92	40,566.20	50,863.80	44.37
OCCUPANCY	32,605.31	47,740.00	5,226.06	31,157.64	16,582.36	65.27
CONTRACTUAL SERVICES	9,757.78	15,730.00	455.43	9,033.04	6,696.96	57.43
OTHER CHARGES	6,442.47	9,750.00	550.55	5,484.80	4,265.20	56.25
CAPITAL OUTLAY	111,349.00	69,000.00	0.00	22,682.56	46,317.44	32.87
TOTAL PARKS	507,056.58	942,478.00	55,082.04	460,222.11	482,255.89	48.83
BUILDING MAINTENANCE						
PERSONNEL COSTS	78,294.61	185,155.00	14,882.55	102,196.00	82,959.00	55.19
SUPPLIES & MATERIALS	7,079.74	15,700.00	1,008.79	11,785.27	3,914.73	75.07
MAINTENANCE & REPAIRS	541.13	3,500.00	209.25	1,833.22	1,666.78	52.38
OCCUPANCY	219.52	1,550.00	29.07	308.87	1,241.13	19.93
CONTRACTUAL SERVICES	742.61	8,350.00	592.40	4,226.35	4,123.65	50.61
OTHER CHARGES	(18,989.80)	(45,607.00)	(3,825.58)	(26,779.06)	(18,827.94)	58.72
TOTAL BUILDING MAINTENANCE	67,887.81	168,648.00	12,896.48	93,570.65	75,077.35	55.48
TOTAL PUBLIC WORKS	1,198,157.74	2,951,721.00	173,158.50	1,380,255.39	1,571,465.61	46.76
LIBRARY						
00-NON-PROGRAM						
PERSONNEL COSTS	302,421.93	555,890.00	41,218.08	311,768.82	244,121.18	56.08
SUPPLIES & MATERIALS	34,906.79	61,012.00	3,378.62	32,064.26	28,947.74	52.55
MAINTENANCE & REPAIRS	6,655.42	15,024.00	275.39	7,006.73	8,017.27	46.64
OCCUPANCY	19,819.06	42,482.00	2,972.83	20,667.15	21,814.85	48.65
CONTRACTUAL SERVICES	12,476.20	25,740.00	1,312.00	12,311.70	13,428.30	47.83
OTHER CHARGES	7,069.60	11,987.00	751.89	8,142.87	3,844.13	67.93
CAPITAL OUTLAY	0.00	99,811.00	0.00	99,811.00	0.00	100.00
TOTAL 00-NON-PROGRAM	383,349.00	811,946.00	49,908.81	491,772.53	320,173.47	60.57
TOTAL LIBRARY	383,349.00	811,946.00	49,908.81	491,772.53	320,173.47	60.57
BEDC ADMINISTRATION						
00-NON-PROGRAM	_____	_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____	_____	_____
TOTAL						
*** TOTAL EXPENSES ***	6,163,718.25	11,449,207.28	938,029.18	6,037,090.60	5,412,116.68	52.73
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	472,427.89	(1,151,846.28)	(431,515.66)	1,280,875.31	(2,432,721.59)	111.20-
*** END OF REPORT ***						

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CHARGES FOR SERVICES						
TOTAL						
FINES & FORFEITURES						
TOTAL						
WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	748,555.87	1,362,500.00	119,822.00	812,052.08	550,447.92	59.60
00-00-4102 WATER SALES-COMMERCIAL	714,035.22	1,250,000.00	111,385.23	738,935.74	511,064.26	59.11
00-00-4150 PENALTIES	20,783.31	35,000.00	2,800.15	21,470.68	13,529.32	61.34
00-00-4152 WATER TAPPING FEES	4,100.00	5,000.00	0.00	18,800.00	(13,800.00)	376.00
00-00-4154 WATER SERVICE FEES	9,355.00	22,000.00	1,945.00	11,413.00	10,587.00	51.88
00-00-4156 OTHER	400.00	0.00	0.00	0.00	0.00	0.00
00-00-4161 SPECIAL PROJECT REIMB	0.00	13,043.00	0.00	13,042.78	0.22	100.00
TOTAL WATER REVENUES	1,497,229.40	2,687,543.00	235,952.38	1,615,714.28	1,071,828.72	60.12
WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	533,276.80	904,700.00	84,732.90	577,515.10	327,184.90	63.83
00-00-4202 WASTEWATER SALES-COMMERCIAL	435,452.03	745,000.00	70,109.29	447,209.43	297,790.57	60.03
00-00-4210 BY THE WAY CAMPGROUND	4,196.18	22,000.00	0.00	4,537.26	17,462.74	20.62
00-00-4215 LCRA/WCID	71,653.57	125,000.00	13,986.43	85,325.43	39,674.57	68.26
00-00-4250 PENALTIES	13,919.96	25,000.00	2,127.99	15,212.57	9,787.43	60.85
00-00-4252 SEWER TAPPING FEES	1,500.00	2,500.00	0.00	22,545.14	(20,045.14)	901.81
00-00-4256 OTHER	450.00	500.00	0.00	0.00	500.00	0.00
TOTAL WASTEWATER REVENUES	1,060,448.54	1,824,700.00	170,956.61	1,152,344.93	672,355.07	63.15
OTHER REVENUE						
TOTAL						
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	9,076.80	22,000.00	3,823.39	26,353.33	(4,353.33)	119.79
TOTAL INTEREST INCOME	9,076.80	22,000.00	3,823.39	26,353.33	(4,353.33)	119.79
INTERGOVERNMENTAL						
TOTAL						
MISCELLANEOUS						
00-00-4519 BACKFLOW TESTING COST	5,200.00	5,000.00	0.00	1,200.00	3,800.00	24.00
TOTAL MISCELLANEOUS	5,200.00	5,000.00	0.00	1,200.00	3,800.00	24.00

C I T Y O F B A S T R O P
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2017

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TRANSFERS-IN						
00-00-4732 TRANS IN - IMPACT FUND	246,683.39	0.00	0.00	0.00	0.00	0.00
00-00-4737 TRANS IN - FUND #725	37,026.59	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	283,709.98	0.00	0.00	0.00	0.00	0.00
OTHER SOURCES						
00-00-4810 INSURANCE PROCEEDS	441.85	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	441.85	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	2,856,106.57	4,539,243.00	410,732.38	2,795,612.54	1,743,630.46	61.59
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL COSTS	466,145.47	132,425.00	13,496.13	79,697.18	52,727.82	60.18
SUPPLIES & MATERIALS	17,020.41	24,910.00	818.45	10,176.90	14,733.10	40.85
MAINTENANCE & REPAIRS	7,931.23	14,430.00	1,273.83	1,782.29	12,647.71	12.35
OCCUPANCY	11,049.91	21,000.00	3,585.40	11,745.97	9,254.03	55.93
CONTRACTUAL SERVICES	524,791.69	581,936.00	59,252.86	339,738.75	242,197.25	58.38
OTHER CHARGES	10,965.19	46,810.00	943.18	6,207.43	40,602.57	13.26
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
DEBT SERVICE	851,847.22	1,425,366.00	118,780.32	831,462.24	593,903.76	58.33
TOTAL ADMINISTRATION	1,889,751.12	2,256,877.00	198,150.17	1,280,810.76	976,066.24	56.75
W/WW DISTRIBUT/COLLECT						
PERSONNEL COSTS	0.00	410,208.00	29,791.44	220,047.92	190,160.08	53.64
SUPPLIES & MATERIALS	10,835.93	29,710.00	3,730.55	39,252.48	(9,542.48)	132.12
MAINTENANCE & REPAIRS	47,692.07	82,900.00	4,198.67	36,656.63	46,243.37	44.22
CONTRACTUAL SERVICES	3,189.35	44,296.00	2,763.85	20,929.54	23,366.46	47.25
OTHER CHARGES	497.50	4,000.00	0.00	1,676.00	2,324.00	41.90
CAPITAL OUTLAY	0.00	1,028,043.00	2,956.53	8,734.54	1,019,308.46	0.85
TOTAL W/WW DISTRIBUT/COLLECT	62,214.85	1,599,157.00	43,441.04	327,297.11	1,271,859.89	20.47
WATER PRODUCTION/TREAT						
PERSONNEL COSTS	0.00	257,661.00	21,538.43	130,462.48	127,198.52	50.63
SUPPLIES & MATERIALS	18,408.64	35,000.00	3,928.93	21,598.15	13,401.85	61.71
MAINTENANCE & REPAIRS	162,309.15	356,790.76	1,511.61	73,386.41	283,404.35	20.57
OCCUPANCY	59,189.63	130,000.00	9,719.52	65,037.60	64,962.40	50.03
CONTRACTUAL SERVICES	59,901.60	321,668.70	9,747.61	82,813.47	238,855.23	25.74
OTHER CHARGES	0.00	4,000.00	0.00	633.69	3,366.31	15.84
CAPITAL OUTLAY	0.00	133,004.00	0.00	0.00	133,004.00	0.00
TOTAL WATER PRODUCTION/TREAT	299,809.02	1,238,124.46	46,446.10	373,931.80	864,192.66	30.20
WW TREATMENT PLANT						
PERSONNEL COSTS	0.00	265,969.00	22,111.45	141,332.40	124,636.60	53.14
SUPPLIES & MATERIALS	13,762.78	33,800.00	1,441.77	15,175.88	18,624.12	44.90
MAINTENANCE & REPAIRS	63,491.24	168,965.00	9,371.66	95,910.85	73,054.15	56.76
OCCUPANCY	96,949.44	167,548.00	14,604.71	94,848.68	72,699.32	56.61
CONTRACTUAL SERVICES	31,003.11	60,520.00	6,648.32	34,622.80	25,897.20	57.21
OTHER CHARGES	0.00	4,000.00	501.00	1,085.50	2,914.50	27.14
CAPITAL OUTLAY	93,400.00	79,375.00	0.00	1,484.37	77,890.63	1.87
TOTAL WW TREATMENT PLANT	298,606.57	780,177.00	54,678.91	384,460.48	395,716.52	49.28

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2017

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL WATER/WASTEWATER DEPT.	2,550,381.56	5,874,335.46	342,716.22	2,366,500.15	3,507,835.31	40.29
*** TOTAL EXPENSES ***	2,550,381.56 =====	5,874,335.46 =====	342,716.22 =====	2,366,500.15 =====	3,507,835.31 =====	40.29 =====
REVENUES OVER/ (UNDER) EXPENDITURES	305,725.01	(1,335,092.46)	68,016.16	429,112.39	(1,764,204.85)	32.14-
*** END OF REPORT ***						

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	1,444,832.20	2,875,000.00	288,500.93	1,448,279.44	1,426,720.56	50.37
TOTAL TAXES & PENALTIES	1,444,832.20	2,875,000.00	288,500.93	1,448,279.44	1,426,720.56	50.37
INTEREST INCOME						
00-00-4400 INTEREST EARNED	3,437.11	7,000.00	1,681.16	11,402.00	(4,402.00)	162.89
TOTAL INTEREST INCOME	3,437.11	7,000.00	1,681.16	11,402.00	(4,402.00)	162.89
MISCELLANEOUS						
TOTAL						
** TOTAL REVENUE **	1,448,269.31	2,882,000.00	290,182.09	1,459,681.44	1,422,318.56	50.65
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2017

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	584,922.51	475,823.00	53,103.15	404,378.60	71,444.40	84.99
OTHER CHARGES	6,930.05	430,000.00	29,142.59	186,756.81	243,243.19	43.43
TRANSFERS OUT	887,974.25	868,919.00	72,409.91	506,869.38	362,049.62	58.33
TOTAL 00-NON-PROGRAM	1,479,826.81	1,774,742.00	154,655.65	1,098,004.79	676,737.21	61.87
TOTAL HOTEL/MOTEL TAX FUND	1,479,826.81	1,774,742.00	154,655.65	1,098,004.79	676,737.21	61.87
*** TOTAL EXPENSES ***	1,479,826.81	1,774,742.00	154,655.65	1,098,004.79	676,737.21	61.87
	=====	=====	=====	=====	=====	=====
REVENUES OVER/ (UNDER) EXPENDITURES	(31,557.50)	1,107,258.00	135,526.44	361,676.65	745,581.35	32.66

*** END OF REPORT ***



STAFF REPORT

MEETING DATE: March 23, 2017

AGENDA ITEM: 6B

TITLE:

Receive report from Bastrop Economic Development Corporation

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Executive Director
Bastrop Economic Development Corporation





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 8A

TITLE:

Consider action to approve minutes from the May 9, 2017 Regular Council meeting and May 16, 2017 Special meeting.

STAFF REPRESENTATIVE:

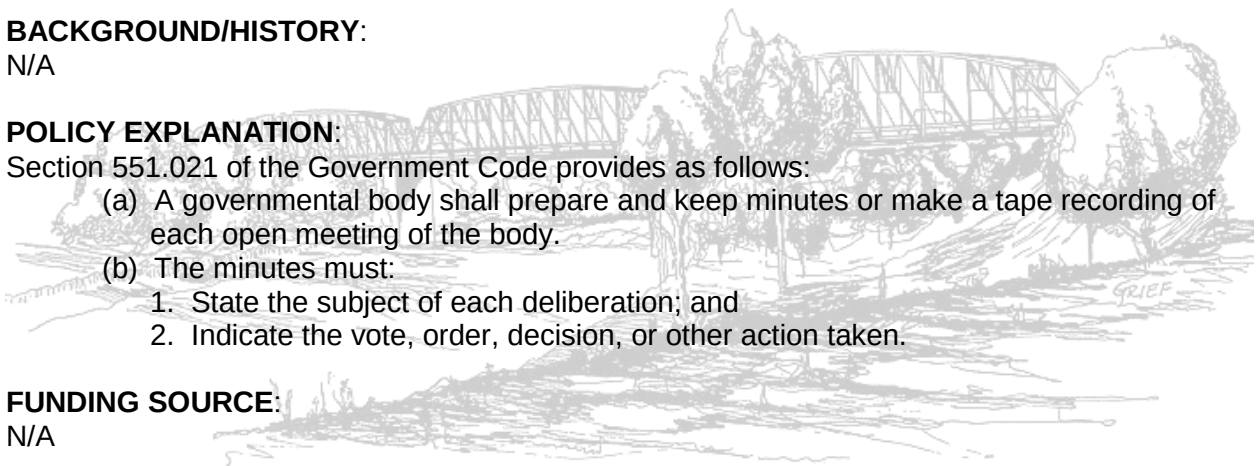
Lynda Humble, City Manager
Ann Franklin, City Secretary

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 May 9, 2017 Regular Council meeting and May 16, 2017 Special meeting.

ATTACHMENTS:

- May 9, 2017 DRAFT Regular Council Meeting Minutes
- May 16, 2017 DRAFT Special Meeting Minutes

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
May 9, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, May 9, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Kesselus, Mayor Pro Tem DeLaRosa and Council Members Schiff, Peterson, Jones and McAnally. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney David Bragg.

CALL TO ORDER

At 6:30 p.m. Mayor Kesselus called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE

Mayor Elect Connie Schroeder led the Pledge of Allegiance to the American Flag.

Council Member Elect Bill Ennis led the Pledge of Allegiance to the Texas Flag.

INVOCATION

Pastor Paula Canby, Good Shepherd Lutheran Church gave the Invocation.

PRESENTATIONS

- 4A. Presentations acknowledging the service and contributions of outgoing Councilmember Kay McAnally.
- 4B. Presentations acknowledging the service and contributions of outgoing Councilmember Willie DeLaRosa.
- 4C. Presentations acknowledging the service and contributions of outgoing Mayor Ken Kesselus.

RECEPTION FOR OUTGOING MEMBERS – RECESS MEETING FOR 20 MINUTES.

- 4D. Presentation by the 9th Grade Students from the Colorado River Collegiate Academy regarding the need for a Youth Advisory Council.
- 4E. Presentation of Proclamation recognizing "Lupus Awareness Declaring Put on Purple Day."
- 4F. Presentation of Proclamation declaring May "National Public Works Week."
- 4G. Presentation of Proclamation declaring May 14 – 20, 2017 National Police Week in Bastrop, TX.
- 4H. Presentation of Video Response by City Manager Lynda Humble & City Attorney David Bragg providing additional information on the recent lawsuit settlements.
- 4I. Councilmembers' Report

Council Member Schiff –

- **June 10, 2017, 7:30 p.m., at the Performing Arts Center, Eric Johnson's only Austin area tour stop will be in Bastrop.**
- **Have more meetings between the City Council and Planning and Zoning Commission/Impact Fee Advisory.**

Council Member McAnally –

- **The Just East of Weird Life Music Series continues on May 12, 2017 at Viejos Tacos Y Tequila.**
- **Pine Street Market Days will be happening on May 13, 2017 from 10:00 a.m. to 4:00 p.m.**

Council Member Jones -

- **Over the next few weeks would like the City Manager and City Attorney to bullet point information given to Council as to why Council makes decisions. It is important for the public to understand so there is a deeper knowledge regarding why the Council is doing what they are doing.**

4J Mayor's Report

- **Dates for runoff election will be Tuesday, June 6, 2017.**
- **Saturday, May 27, 2017 has been added to early voting.**
- **This is the first ever runoff election for the City of Bastrop.**
- **May 13, 2017, 9:00 – 12:00 at Fisherman's Park , Park Clean Up.**

4K City Manager's Report

- **City Staff met with TxDOT District Office to discuss a traffic device to be placed in front of the fire station to be used to move traffic in front of station when there is peak demand through the community. The City agreed to fund a radar detection that will determine when there is traffic blocking the door when an emergency vehicle needs to exit in the event of an emergency.**
- **The State has agreed to conduct a traffic study at the intersections of Chestnut and Main and Chestnut and Pecan. The State will be installing electronic equipment that will allow the two signal boxes to communicate collectively to determine when the traffic is in an off peak or high peak demand.**
- **The deadline for Boards and Commission applications have been extended to May 23, 2017.**
- **Capitol Wright Distributing has moved their location to Manor.**

5. WORK SESSION/BRIEFINGS

- 5A. Receive presentations from organizations applying for Tier III Hotel Occupancy Tax Funding.**

Chamber of Commerce – Becki Womble

Bastrop Homecoming – Lori Chapin

Bastrop Juneteenth Celebration – Jerome Reese

Bastrop Opera House – Lisa Holcomb

Lost Pines Art League – Patricia Rendulic

Neighbors Kitchen and Yard – Rick Brackett

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9C.** Consider action to approve Resolution R-2017-25 of the City Council of the City of Bastrop, TX to fund Organizations requesting Tier III funding from available reserves from Hotel Occupancy Tax Fund and establishing an effective date.

A motion was made by Mayor Pro Tem DeLaRosa to approve Tier III Level of funding at \$154,092, seconded by Council Member McAnally. Motion was approved on a 5-0 vote.

6. STAFF AND BOARD REPORTS

- 6A.** Presentation from the Bastrop Main Street Program: Downtown, Texas Preservation Month & Image the Possibilities Tour.

7. CITIZEN COMMENTS

Bonnie Coffey – Spoke to remind Council of “some fairly important words”.

Glen Johnson – Mr. Johnson read a paragraph from Section 3, Paragraph 10 of the Texas Lawyers Creed.

Betty Peterson - Spoke on Gill Branch.

CONSENT AGENDA

A motion was made by Mayor Pro Tem DeLaRosa to approve items 8A, 8B, and 8C, listed on the consent agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Schiff, motion was approved on a 5-0 vote.

- 8A.** Consider action to approve minutes from the April 25, 2017 meeting.
- 8B.** Consider action to approve the second reading of Ordinance 2017-13 of the City of Bastrop, Texas updating and amending Bastrop Code of Ordinances, Chapter 10, Article 10.02, entitled “Impact Fees”, updating the land use assumptions, Capital Improvement Plan, and amending impact fees for water and wastewater utilities, and providing for an effective date.
- 8C.** Consider action to approve Resolution No. R-2017-22 of the City of Bastrop, TX establishing a protocol for the Consent Agenda and establishing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A.** Consider action to approve Resolution No. R-2017-23 of the City Council of the City of Bastrop, TX authorizing the purchase of 3.0610 acres of land described as Farm Lot 5 E M Street, Bastrop, Texas, in the amount of \$119,000 for purposes of establishing a park; authorizing the Mayor to execute all closing documents; and establishing an effective date. **Presentation was made by City Manager Lynda Humble and Council Member McAnally.**

Resolution No. R-2017-23 was approved on a motion by Council Member McAnally, seconded by Mayor Pro Tem DeLaRosa. Motion was approved on a 5-0 vote.

- 9B.** Consider action to approve Resolution No. R-2017-24 of the City Council of the City of Bastrop, TX designating the 3.0610 acres of land described as Farm Lot 5 E M Street, Bastrop, Texas, in the amount of \$119,000 for purposes of establishing a park; authorizing the Mayor to execute all closing documents; and establishing an effective date.
Resolution No. R-2017-24 was approved on a motion by Council Member McAnally, seconded by Council Member Schiff. Motion was approved on a 5-0 vote.
- 9D.** Hold public hearing and consider action to approve the first reading of Ordinance 2017-14 of the City Council of the City of Bastrop, Texas granting an amendment to the Pecan Park Residential Planned Development (Ordinance #2015-15) for approximately 204.576 acres within the Mozea Rousseau survey, abstract number 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as part of the overall Pecan Park Conceptual Plan; setting out conditions; establishing an effective date and move to include on the May 23, 2017 agenda for a second reading.
Presentation was made by City Manager Lynda Humble and Planning and Engineer Director Wesley Brandon.

A motion was made by Council Member Schiff to approve the first reading of Ordinance No. 2017-14, seconded by Council Member Jones. Motion was approved on a 4-0 vote. Mayor Kesselus stepped away from the dais, and Mayor Pro Tem DeLaRosa presided over the meeting for this item.
- 9E.** Hold public hearing and consider action to approve the first reading of Ordinance 2017-16 of the City Council of the City of Bastrop, Texas granting a Conditional Use Permit to allow a one-story church administration building, for 0.44 acres of Farm Lot 1, East of Main Street, located at 1208 Water Street, within the city limits of Bastrop, Texas; setting out conditions; establishing an effective date and move to include on the May 23, 2017 agenda for a second reading.
Presentation was made by Planning and Engineer Director Wesley Brandon.

A motion was made by Council Member Schiff to approve the first reading of Ordinance No. 2017-16, seconded by Council Member Peterson. Motion was approved on a 3-1 vote. Council Member Jones voted nay. Mayor Kesselus stepped away from the dais, and Mayor Pro Tem DeLaRosa presided over the meeting for this item.
- 9F. (No Item)**
- 9G.** Consider action to approve Resolution R-2017-26 of the City Council of the City of Bastrop, TX amending the Financial Management Policy for the City of Bastrop, Texas to include policy on Hotel Occupancy Tax Fund reserve balance; and establishing an effective date.
Presentation was made by Chief Financial Officer Tracy Waldron.

Resolution No. R-2017-26 was approved on a motion made by Council Member Schiff, seconded by Mayor Pro Tem DeLaRosa. Motion was approved on a 5-0 vote.
- 9H.** Consider action to approve Resolution No. R-2017-21 of the City Council of the City of Bastrop, TX authorizing reimbursement of legal fees to Council Member Gary Schiff incurred in his defense against Ethics Complaint No. 2016-2; providing a precedence for future reimbursements of legal fees related to Ethics Complaints of Council Members or Staff where there are no violation(s) found; repealing Resolution R-2017-13; and establishing an effective date.

Presentation was made by City Manager Lynda Humble.

Resolution No. R-2017-21 was approved on a motion made by Council Member Peterson, seconded by Mayor Pro Tem DeLaRosa. Motion was approved on a 3-0 vote. Council Member Schiff recused himself. Council Member McAnally abstained.

- 9I. Consider action to approve Resolution No. R-2017-19 of the City Council of the City of Bastrop, TX authorizing reimbursement of legal fees to Council Member Deborah Jones incurred in her defense against Ethics Complaint No. 2016-3; providing a precedence for future reimbursements of legal fees related to Ethics Complaints of Council Members or Staff where there are no violation(s) found; repealing Resolution R-2017-14; and establishing an effective date.

Resolution No. R-2017-19 was approved on a motion made by Council Member Peterson, seconded by Mayor Pro Tem DeLaRosa. Motion was approved on a 3-0 vote. Council Member Jones recused herself. Council Member McAnally abstained.

10. EXECUTIVE SESSION - NONE

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION.
Not Applicable.

12. ADJOURNMENT

Council Member Schiff made the motion to adjourn the meeting at 10:00 p.m., seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

Minutes were approved on (Mon/Date/Year) by Council Member motion, Council Member second. The motion was approved on a vote.

**MINUTES OF SPECIAL COUNCIL MEETING
BASTROP CITY COUNCIL
May 16, 2017**

The Bastrop City Council met in a Special Meeting on Tuesday, May 16, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Kesselus, Mayor Pro Tem DeLaRosa and Council Members Schiff, Jones and McAnally. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney David Bragg.

Councilmember Peterson arrived at 6:37 p.m.

1. CALL TO ORDER

At 6:35 p.m. Mayor Kesselus called the meeting to order with a quorum being present.

2. LEADING THE PLEDGES – Mia, Christian, and Luke Chavez – Grandchildren of Mayor Schroeder

AMERICAN FLAG

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – The Reverend Ben Hitzfeld, Pastor of Bastrop Christian Church

**4. Consider action to approve Resolution No. R-2017-27 to canvass Election returns and declare results of May 6, 2017 City of Bastrop General and Special Election.
Resolution No. R-2017-27 was approved on a motion by Council Member McAnally, seconded by Council Member Jones. Motion was approved on a 5-0 vote.**

**5. Consider action to approve Resolution No. R-2017-28 calling for and establishing procedure for a Runoff Election in Bastrop, Texas for the June 6, 2017 Election.
Resolution No. R-2017-28 was approved as amended below on a motion by Council Member Schiff, seconded by Council Member Peterson. Motion was approved on a 5-0 vote. The amendments were as follows:**

Election Day – Saturday, June 17, 2017, 7:00 a.m. – 7:00 p.m.

Early Voting Days – Monday, June 5, 2017, 8:00 a.m. – 5:00 p.m.

Tuesday, June 6, 2017, 8:00 a.m. – 5:00 p.m.

Wednesday, June 7, 2017, 8:00 a.m. – 5:00 p.m.

Thursday, June 8, 2017, 8:00 a.m. – 5:00 p.m.

Friday, June 9, 2017, 7:00 a.m. – 7:00 p.m.

Saturday, June 10, 2017, 8:00 a.m. – 5:00 p.m.

Monday, June 12, 2017, 8:00 a.m. – 5:00 p.m.

Tuesday, June 13, 2017, 7:00 a.m. – 7:00 p.m.

Application for Ballot by Mail Deadline – June 6, 2017

6. Consider action to approve a Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas.
This item was withdrawn.

7. OATH OF OFFICE

7A. Incoming Mayor Connie Schroeder

- 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 Mayor Schroeder

7B. Incoming Council Member Bill Ennis, Place 4

- 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 Council Member Ennis

8. ELECTION OF MAYOR PRO TEM

A motion was made by Council Member Peterson to nominate Council Member Schiff as Mayor Pro Tem, seconded by Council Member Jones. Motion was approved on a 4-0 vote. Council Member McAnally abstained.

9. ADJOURNMENT

Mayor Schroeder adjourned the meeting at 7:12 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

Minutes were approved on (Mon/Date/Year) by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance 2017-16 of the City Council of the City of Bastrop, Texas granting a Conditional Use Permit to allow a one-story church administration building, for 0.44 acres of Farm Lot 1, East of Main Street, located at 1208 Water Street, within the city limits of Bastrop, Texas; setting out conditions; establishing an effective date.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

A Conditional Use Permit (CUP) is a special type of zoning entitlement that allows a use in a zoning district that would otherwise not be allowed "by right." This special entitlement is subject to conditions approved by City Council.

The First United Methodist Church is requesting a Conditional Use Permit to allow the construction of a one-story church administration building on the subject property (currently vacant), located at 1208 Water Street. Under the current zoning classification N, Neighborhood, religious institution uses are only allowed with a Conditional Use Permit (CUP).

POLICY EXPLANATION:

A Conditional Use Permit is adopted by Ordinance, similar to other zoning requests, with public hearings at Planning & Zoning Commission and City Council, and two ordinance readings at separate City Council meetings.

The Planning & Zoning Commission held a public hearing and recommended approval of the CUP at their April 27, 2017 meeting by a vote of 4-1, with the following conditions:

1. Construction shall be in conformance with the City of Bastrop regulations, and a Site Development Plan will be approved before development starts.
2. All necessary permits for the proposed development shall be acquired prior to construction of the church administration building on the subject property.
3. A Building Permit shall be applied for and secured within one (1) year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. The east facing façade facing Water Street appears as residential as possible based on the Planning Directors opinion.
5. The building only be used for church administrative uses only.
6. There be at least four new parking spaces for the site be placed solely on this property.

City Council held the public hearing and first reading at the May 9, 2017 and voted 4-1 to approve the CUP.

RECOMMENDATION:

Approve the second reading of Ordinance 2017-16 of the City Council of the City of Bastrop, Texas granting a Conditional Use Permit to allow a one-story church administration building, for 0.44 acres of Farm Lot 1, East of Main Street, located at 1208 Water Street, within the city limits of Bastrop, Texas; setting out conditions; establishing an effective date.

ATTACHMENTS:

- Ordinance with Exhibits
- Planning & Zoning Commission Staff Report
- Conceptual Site Plan
- Property owners' responses
- Letter from applicant



ORDINANCE 2017-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A ONE-STORY CHURCH ADMINISTRATION BUILDING, FOR 0.44 ACRES OF FARM LOT 1, EAST OF MAIN STREET, LOCATED AT 1208 WATER STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; SETTING OUT CONDITIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, First United Methodist Church (hereinafter referred to as "Applicant") submitted a request for a Conditional Use Permit (CUP) to allow construction of a one-story church administration building for 0.44 within a portion of Farm Lot 1, East of Main Street within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as N, Neighborhood; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on April 27, 2017; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended **approval** of the proposed request, subject to certain conditions set forth herein; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the Conditional Use Permit on May 9, 2017 to consider the Applicant's request to construct a new church administration building; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

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

Section 1: The Property, situated in for 0.44 within a portion of Farm Lot 1, East of Main Street located 1208 Water Street within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", shall be and is hereby approved with the following conditions that:

- a. Construction shall be in conformance with the City of Bastrop regulations, and a Site Development Plan will be approved before development starts.
- b. All necessary permits for the proposed development shall be acquired prior to construction of the church administration building on the subject property.

- c. A Building Permit shall be applied for and secured within one (1) year from the date the Conditional Use Permit is granted (second reading of the ordinance).
- d. The east facing façade facing Water Street appears as residential as possible based on the Planning Directors opinion.
- e. The building be used for church administrative uses only.
- f. There be at least four new parking spaces for the site be placed solely on this property.

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 ACKNOWLEDGED on First Reading on the 9th day of May 2017.

READ and APPROVED on the Second Reading on the 23rd day of May 2017.

APPROVED:

Connie Schroeder, Mayor

ATTEST:

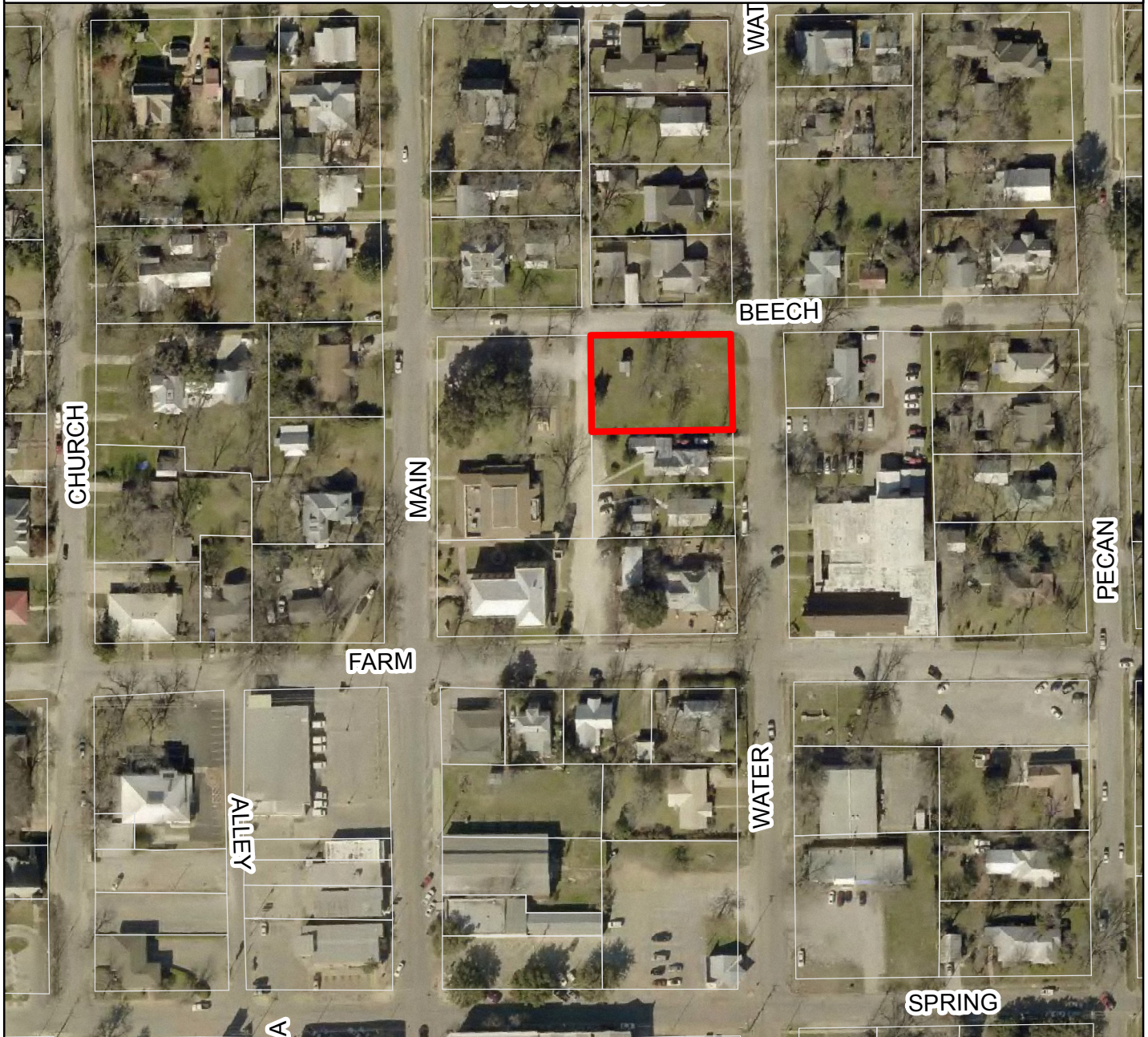
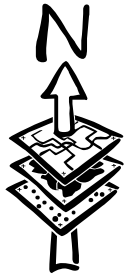
Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney



Property Location Map for 1208 Water Street



Legend



1208 Water Street

Agenda Information Sheet:

Planning and Zoning Commission Meeting Date:

April 27, 2017

Public Hearing Description:

Conditional Use Permit to allow a church administration building to be constructed at 1208 Water Street, situated on 0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area zoned N, Neighborhood, within the city limits of Bastrop.

Item Summary:

Owner:	First United Methodist Church
Agent	Gene Moulden
Location:	1208 Water Street
Utilities:	City water, sewer, and electric
Zoning:	N, Neighborhood
Land Use Plan:	Downtown Bastrop

Request:

Gene Moulden, the agent for the First United Methodist Church is requesting a Conditional Use Permit to allow the construction of a one story church administration building on the subject property, located at 1208 Water Street. Under the current zoning classification N, Neighborhood, any religious institution uses are only allowed with a Conditional Use Permit (CUP).

The agent is applying for a Conditional Use Permit (CUP) to allow for the construction of a new church administration building on the existing vacant lot.



Aerial Map of the lot area 0.44 acres

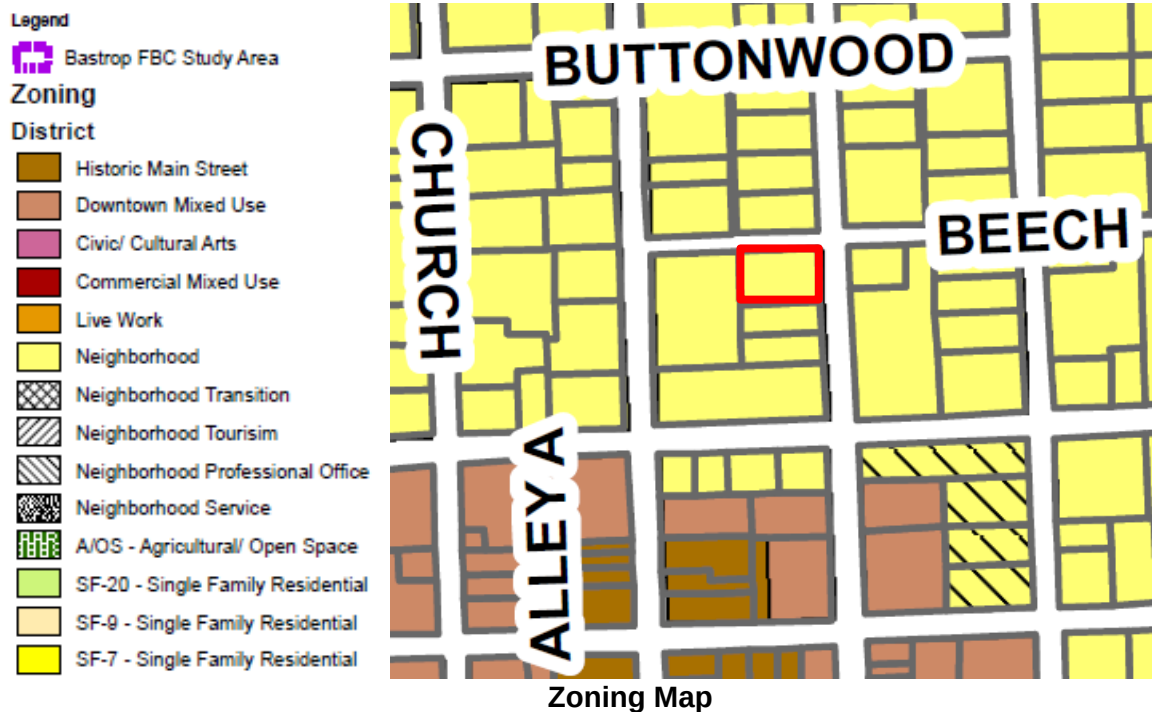
Description:

The subject property includes the vacant parcel located at the corner of Beech and Water Street, and the applicant would construct a new church administration building on the site.

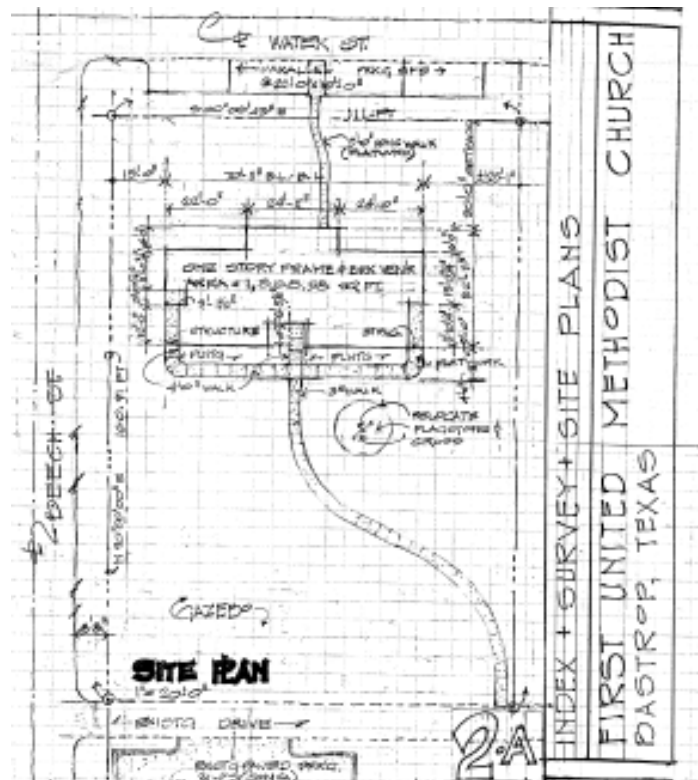
The new church administration building meet all requirements as outlined in the Form Based Code, and Chapters 3 and 14 of the Code of Ordinances.

Surrounding current Zoning Land Uses:

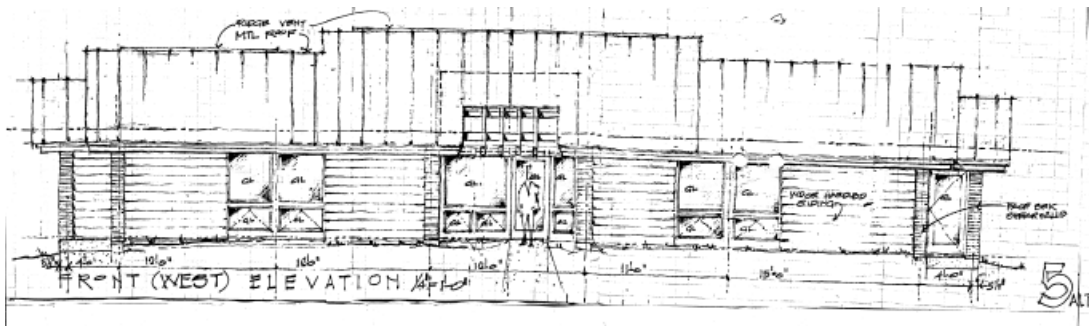
Location	Zoning	Future Land Use Plan
North (Residential)	N, Neighborhood	Downtown Bastrop
South (Religious Institution/Residential/Commercial)	N-Neighborhood, HMS-Historic Main Street, DMU-Downtown Mixed Use	Downtown Bastrop, Public and Institutional
East (Residential/Religious Institution)	N, Neighborhood	Downtown Bastrop
West (Religious Institution/Residential)	N, Neighborhood	Downtown Bastrop



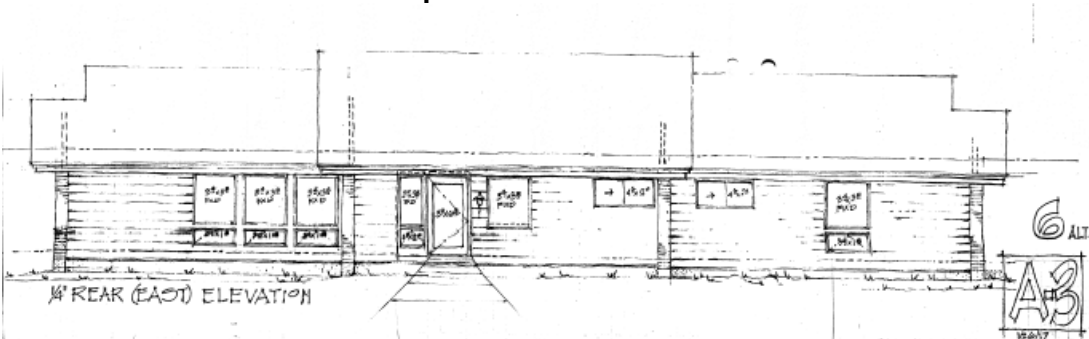
The church is proposing a 1,869 sq. ft. single story frame and brick veneer building facility that will house their administration staff of four to six people. Currently, the church has an adequate amount of off-street parking. The parking lot and alleyway parking located on the property is adjacent to this parcel. A Site Development Plan will need to be submitted and approved prior to building/construction.



Proposed Site Plan



Proposed Front Elevation



Proposed Rear Elevation

Basis of Support:

Staff supports the Conditional Use Permit. The use will comply with all other area regulations, including setbacks and lot coverage and will have no detrimental impacts on adjacent property.

Special Considerations: None.

Financial Impact: None.

Comments: Ten (10) adjacent property owner notifications were mailed 3/15/2017. Three public comments have been received, with two being in opposition and one having no objection to the requested CUP.

Staff Recommendations:

Staff recommends approval of the Conditional Use Permit to build the an administrative building at 1208 Water Street situated on an 0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area currently zoned N, Neighborhood, within the city limits of Bastrop.

1. Construction shall be in conformance with the City of Bastrop regulations, and a Site Development Plan will be approved before development starts.
2. All necessary permits for the proposed development shall be acquired prior to construction of the church administration building on the subject property.
3. A Building Permit shall be applied for and secured within one (1) year from the date the Conditional Use Permit is granted (second reading of the ordinance).

City Contact:

Wesley Brandon, P.E., Director of Planning and Engineering
Planning and Development Department

Attachments:

Conceptual Site Plan, property owners' petitions, letter from applicant



First United Methodist Church
1201 Main Street
Bastrop, TX 78602

Office 512-321-2201
Email: admin@fumcbastrop.org
Website: fumcbastrop.org

To: Members of the Planning and Development Commission

Re: Conditional Use Permit application for Church Administration building

The First Methodist Church of Bastrop, propose to build a single story frame and brick veneer building containing 1869 square feet. The building materials will be compatible with the existing buildings that are on our property.

At present, there is no required paving of streets or alleyways. Any sidewalk construction on this property will be concrete and be contained on the property. The only ingress and egress to the property will be the alley with entrance on Farm street and exit to Beech street. When the lot is developed, the drainage of the property will be addressed during the site development process.

At present, we have adequate off-street parking, with one parking lot and alleyway parking. We also have street parking on Main and Farm street. There will be no screening or fencing planned for this project.

This building will be used as Administrative offices, with four to six people working there Monday thru Friday.

Respectfully Submitted,

First United Methodist Church Building Committee

Date Feb 13, 2017

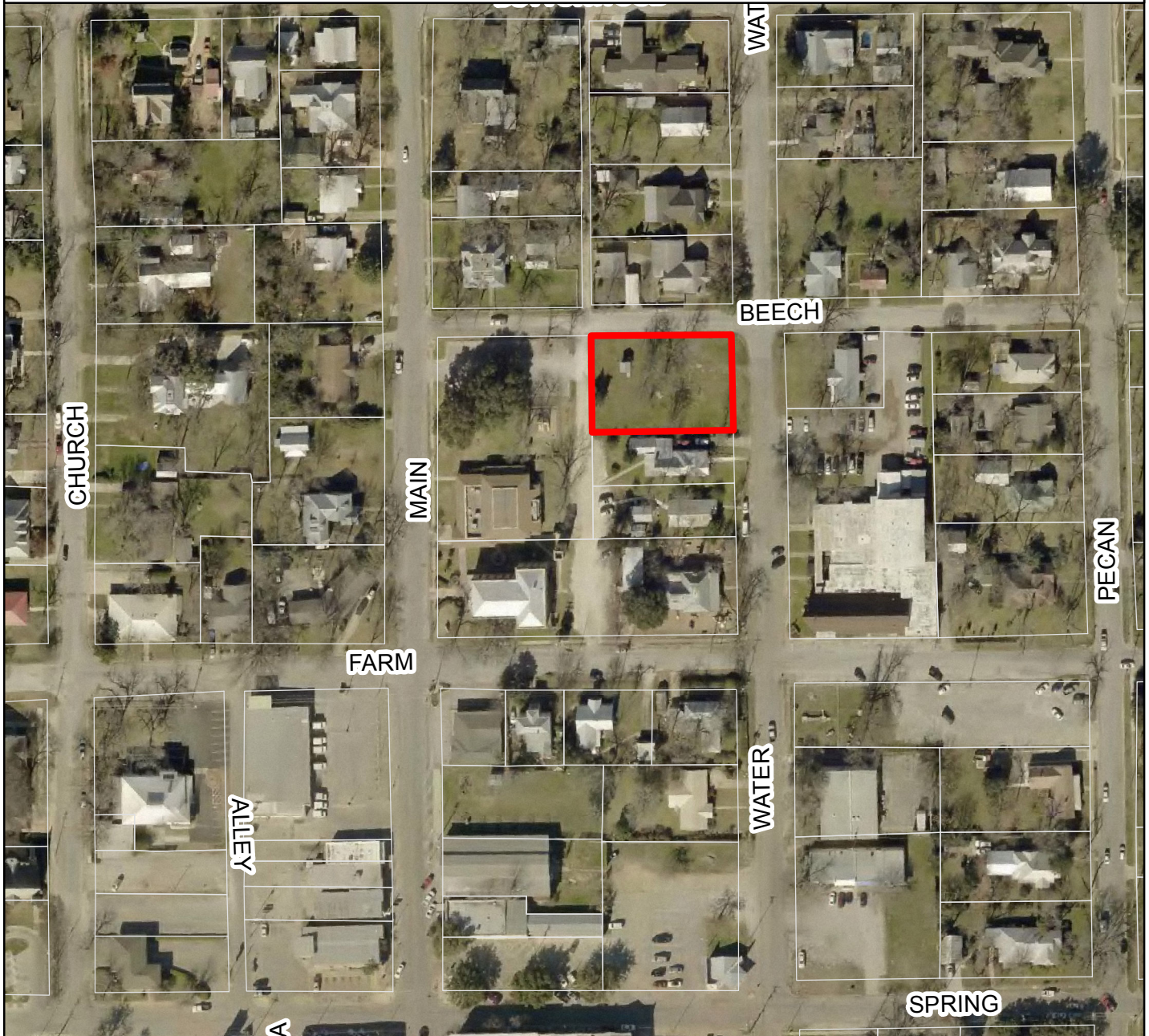
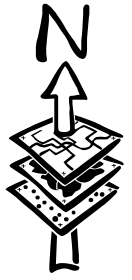
RECEIVED

FEB 13 2017

By 



Property Location Map for 1208 Water Street



Legend



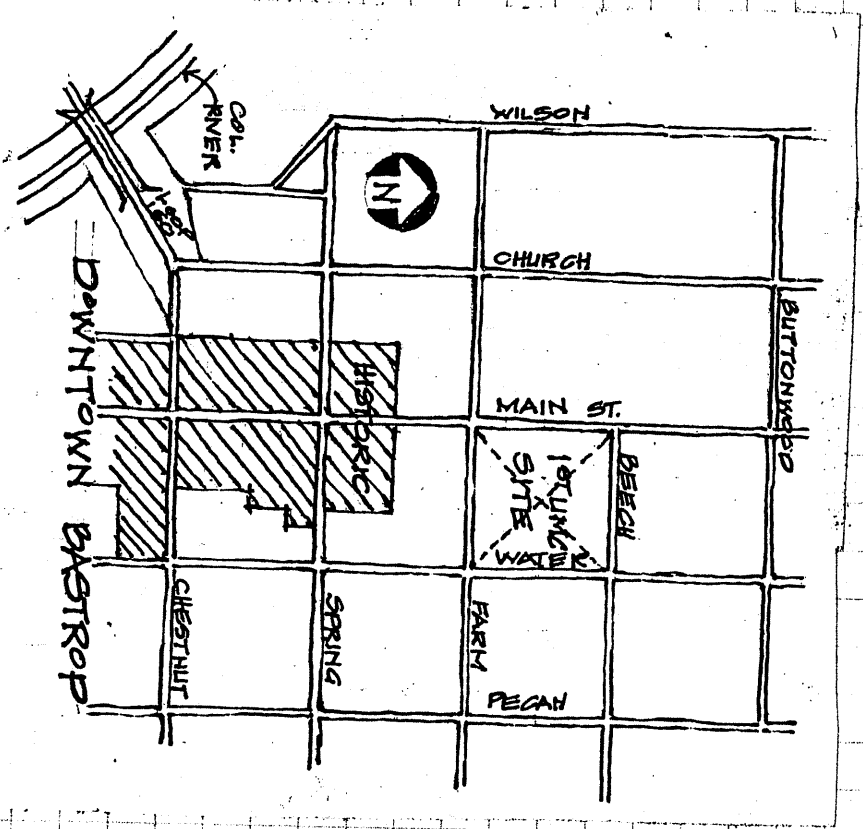
1208 Water Street

INDEX TO DRAWINGS:

- 1 SITE SURVEY (201 MAIN ST) 1/40.0 inch ADDRESS: MAIN ST & FARM ST; WATER ST. TO EAST & BEECH ST. TO THE NORTH, BASTROP TEX 78601
- 2 1/40.0 inch SITE PLAN, CHURCH CAMPUS
- 3 1/40.0 inch SITE PLAN
- 4 1/40.0 inch FOUNDATION PLAN
- 5 1/40.0 inch FRAMING PLAN
- 6 1/40.0 inch FRAMING/OTHER PLAN
- 7 1/40.0 inch FLOOR PLAN
- 8 1/40.0 inch WEST ELEVATION
- 9 1/40.0 inch EAST ELEVATION
- 10 1/40.0 inch WEST ELEV.
- 11 1/40.0 inch EAST ELEV.
- 12 1/40.0 inch WEST ELEV.
- 13 1/40.0 inch EAST ELEV.
- 14 1/40.0 inch NORTH ELEV.
- 15 1/40.0 inch SOUTH ELEV.

- 16 1/40.0 inch TRANSVRS SECTN
- 17 1/40.0 inch TRANSVRS SECTN
- 18 1/40.0 inch TYPICAL WALL SECTN
- 19 1/40.0 inch WALL SECTN DETLS

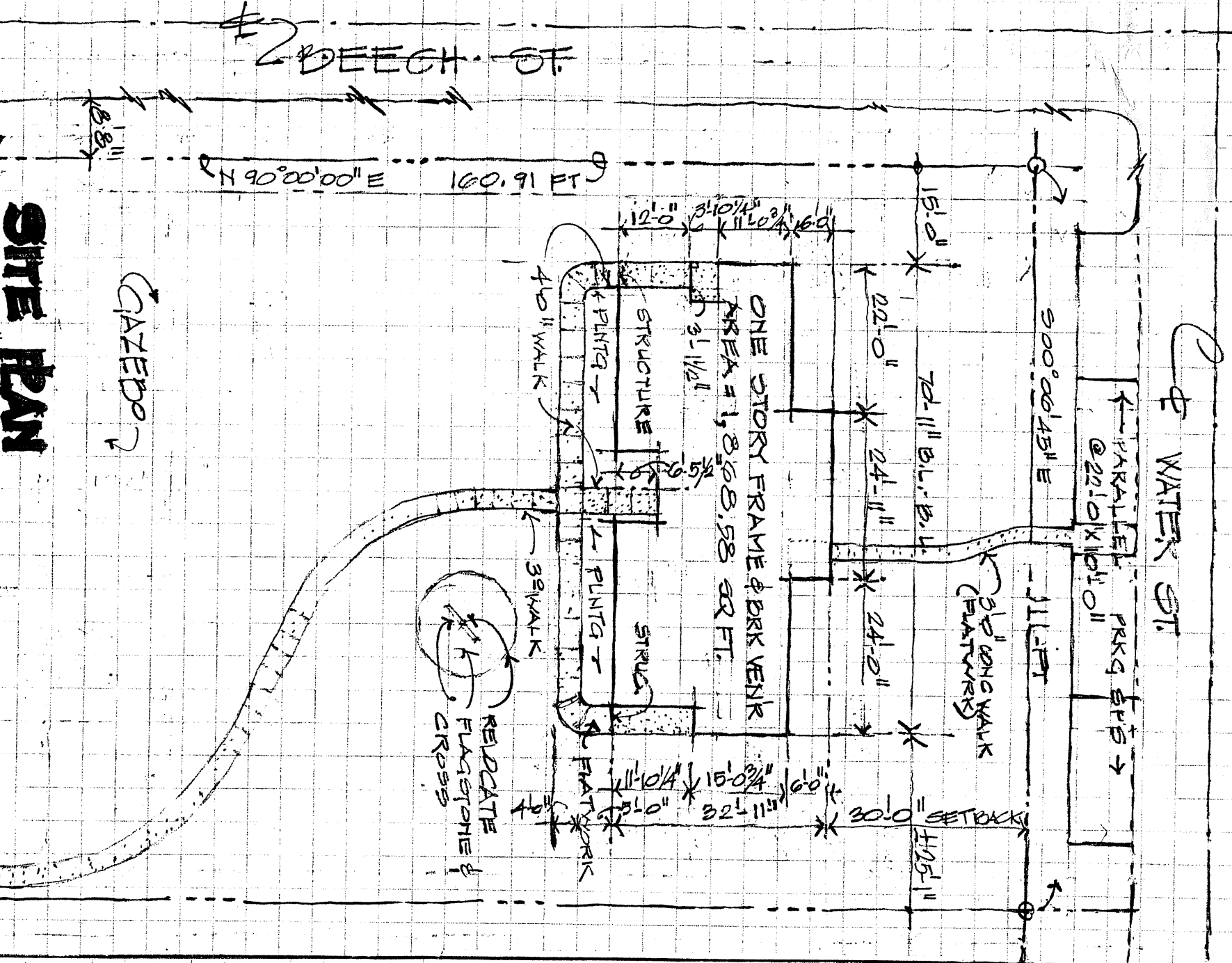
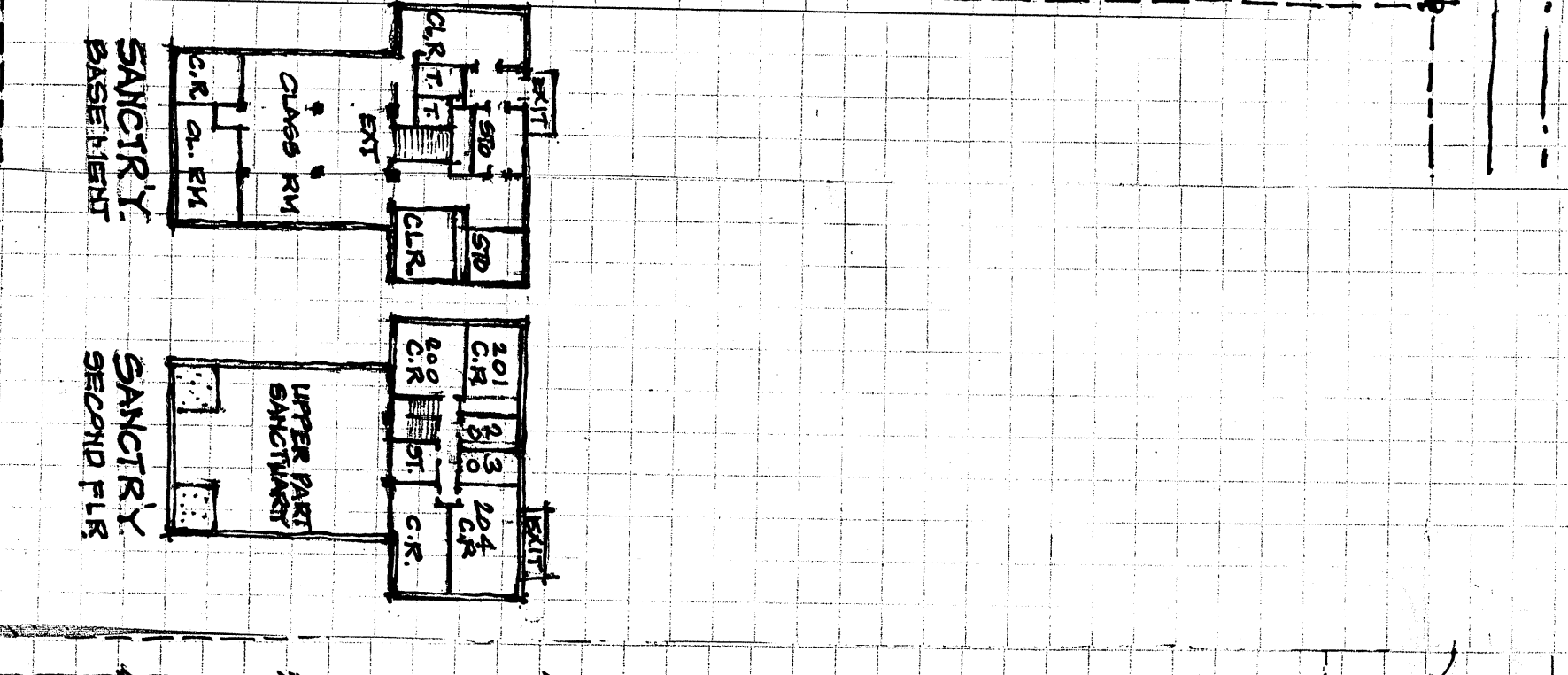
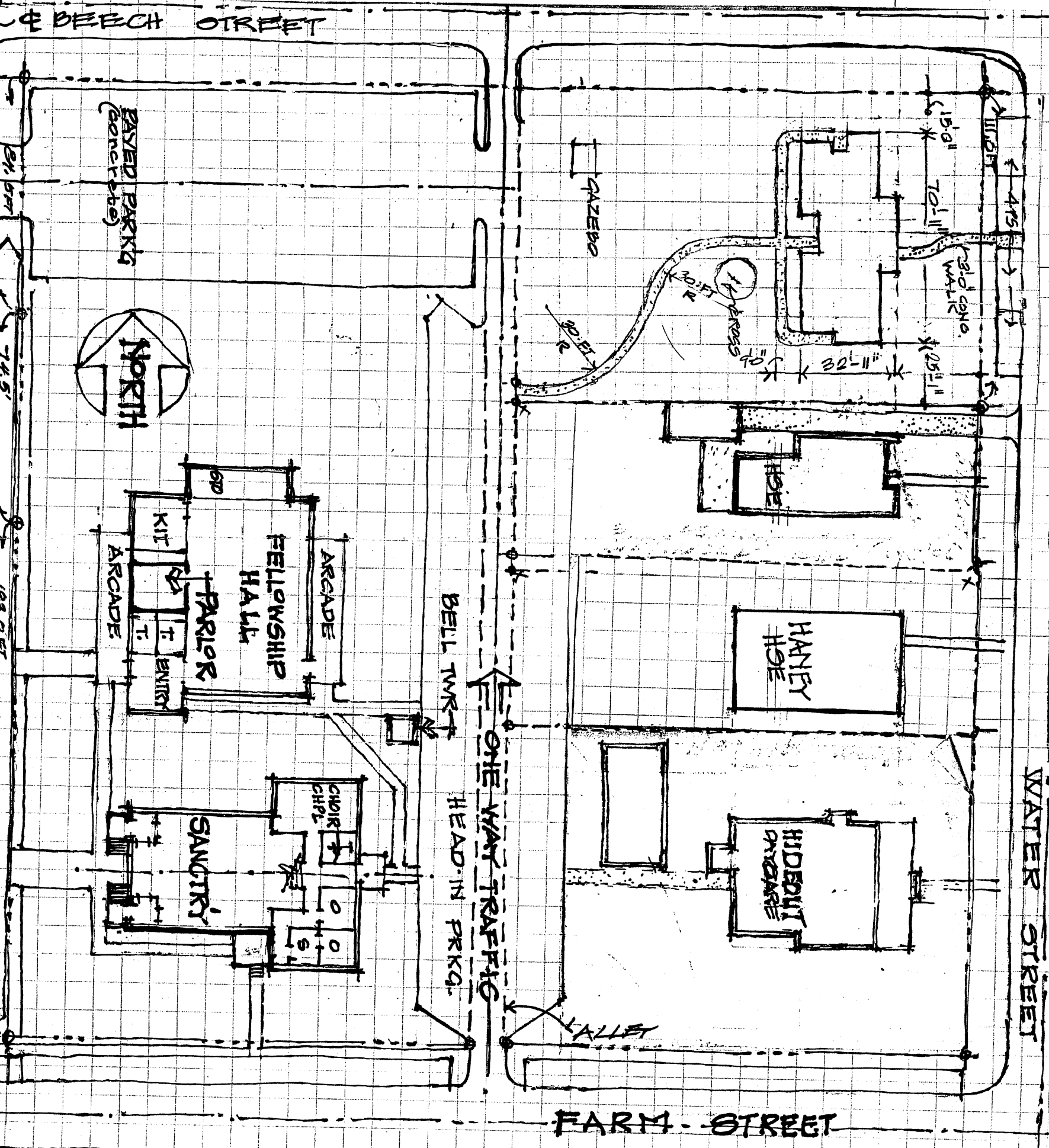
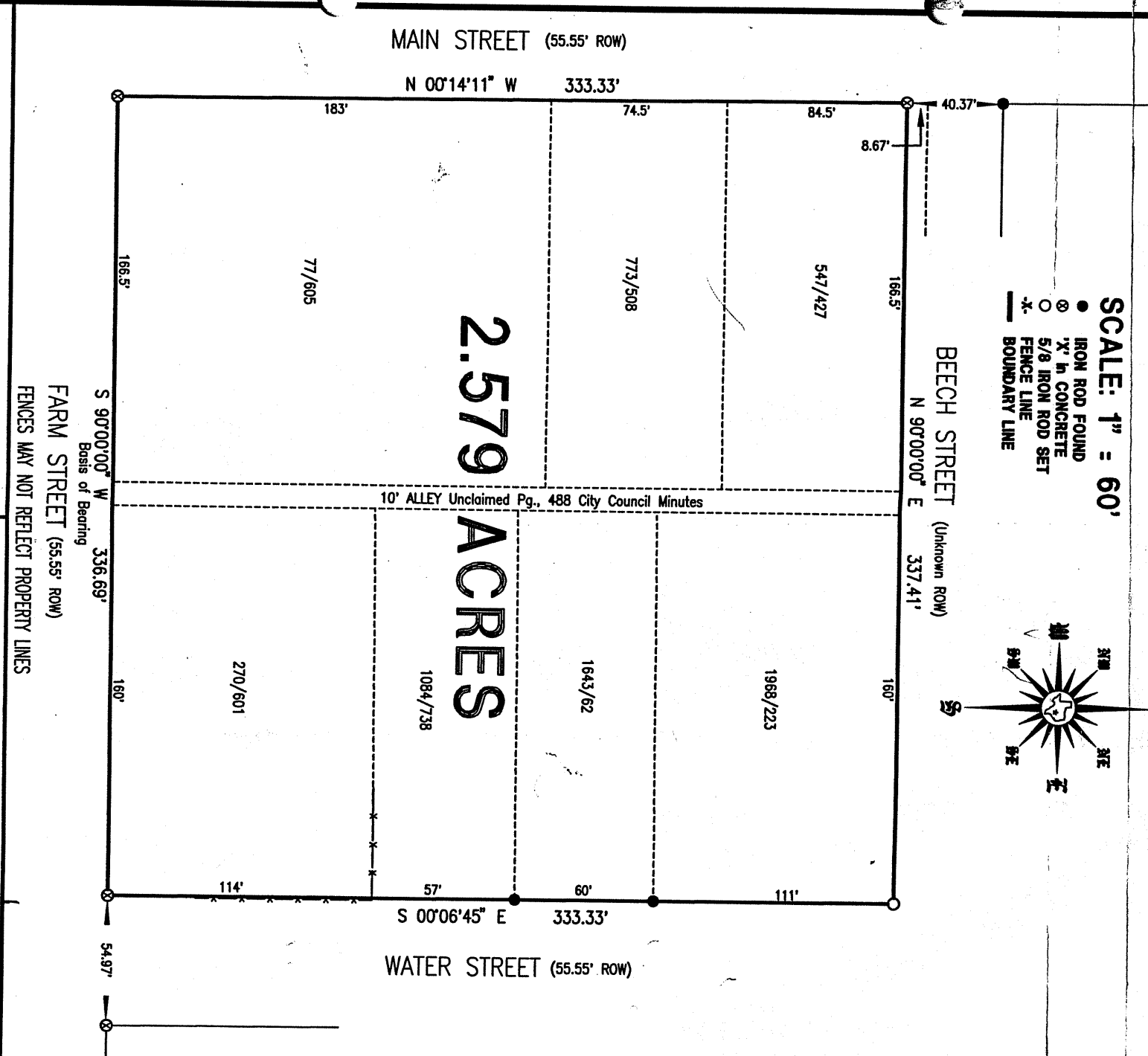
ADMINISTRATION & EDUCATIONAL BUILDING



0A

FIRST UNITED METHODIST CHURCH
BASTROP, TX

FARM LOT 1, F.M.S.



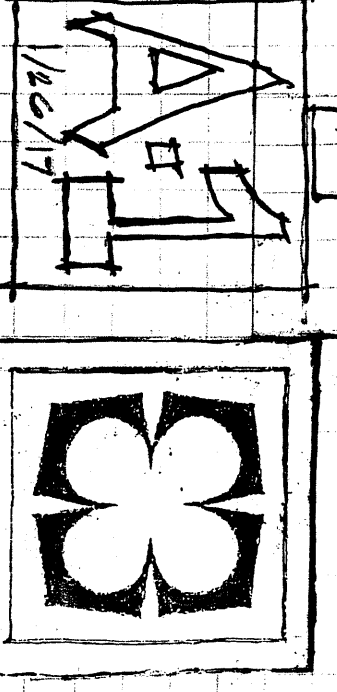
INDEX + SURVEY + SITE PLANS
FIRST UNITED METHODIST CHURCH
BASTROP, TEXAS

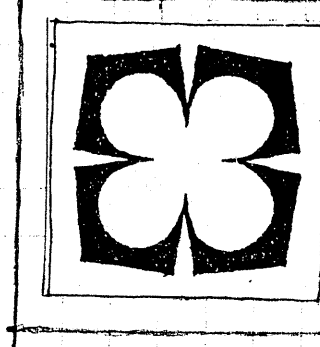
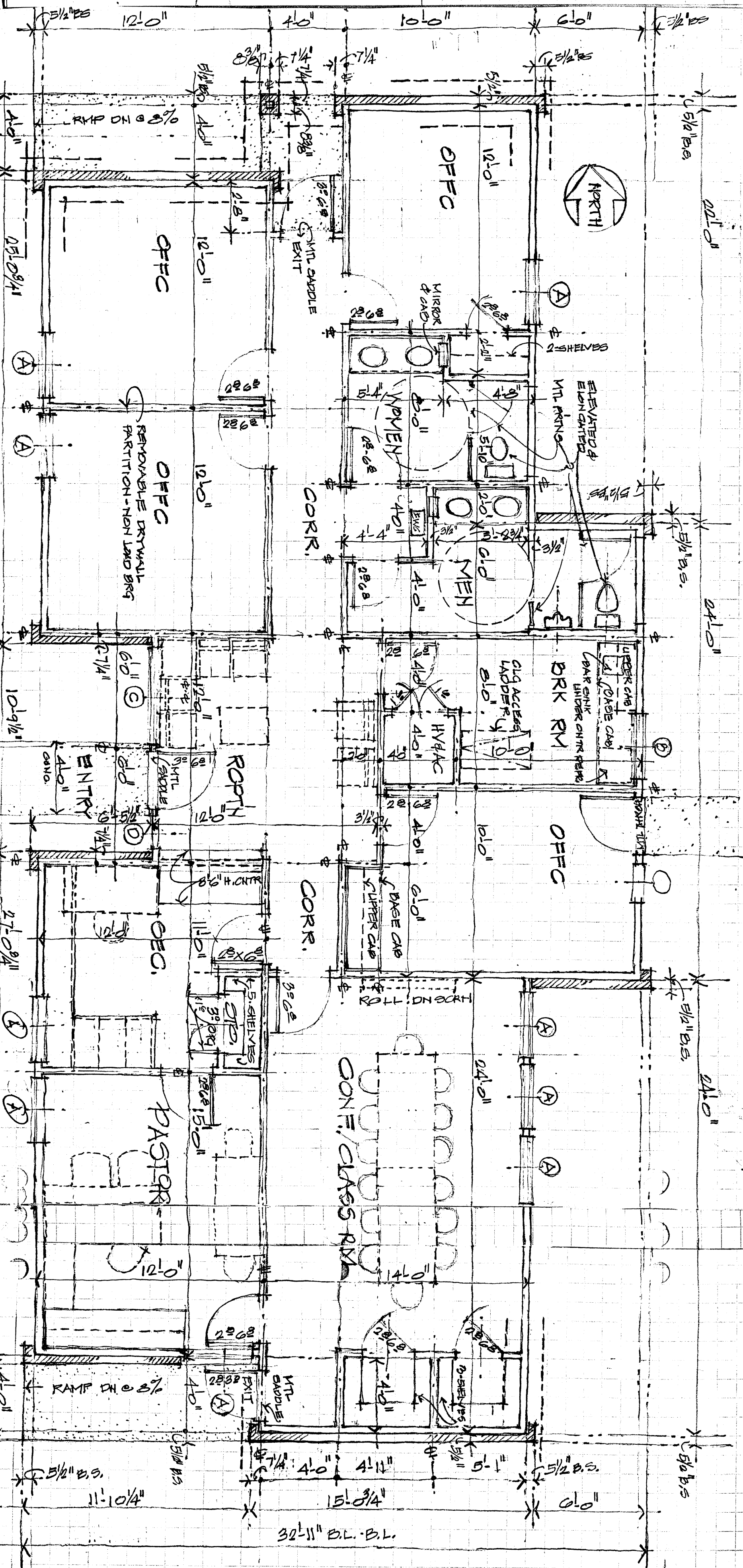
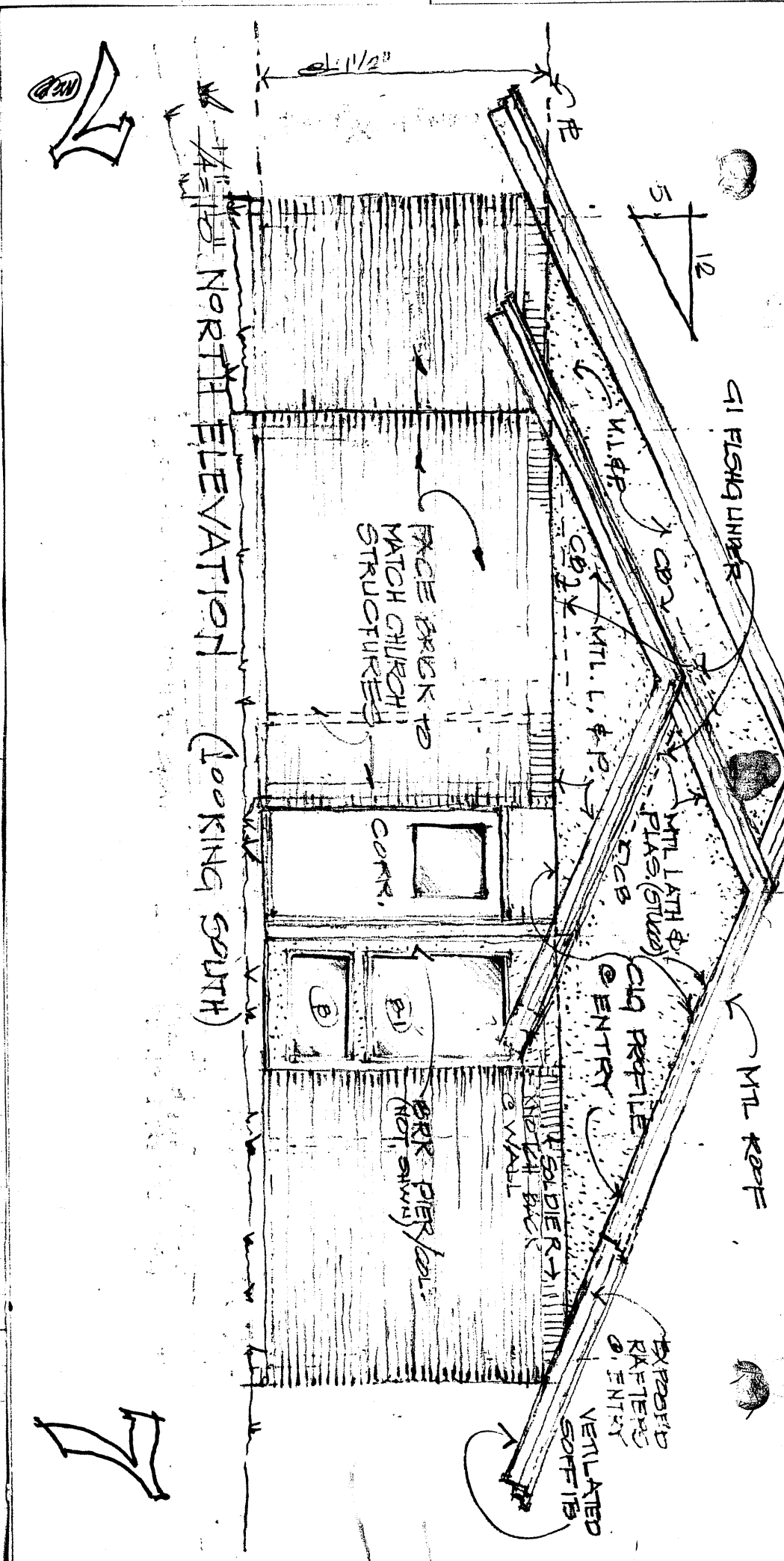
RECEIVED
FEB 13 2017
BY

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 MAIN STREET, 6802 BASTROP, TEXAS
SURVEY PLAT 11

of a 2.579 ACRE TRACT being a PORTION
of FARM LOT 1, EAST of MAIN STREET,
recorded in PLAT CABINET 1, PAGE 23A,
PLAT RECORDS of BASTROP COUNTY, TEXAS.

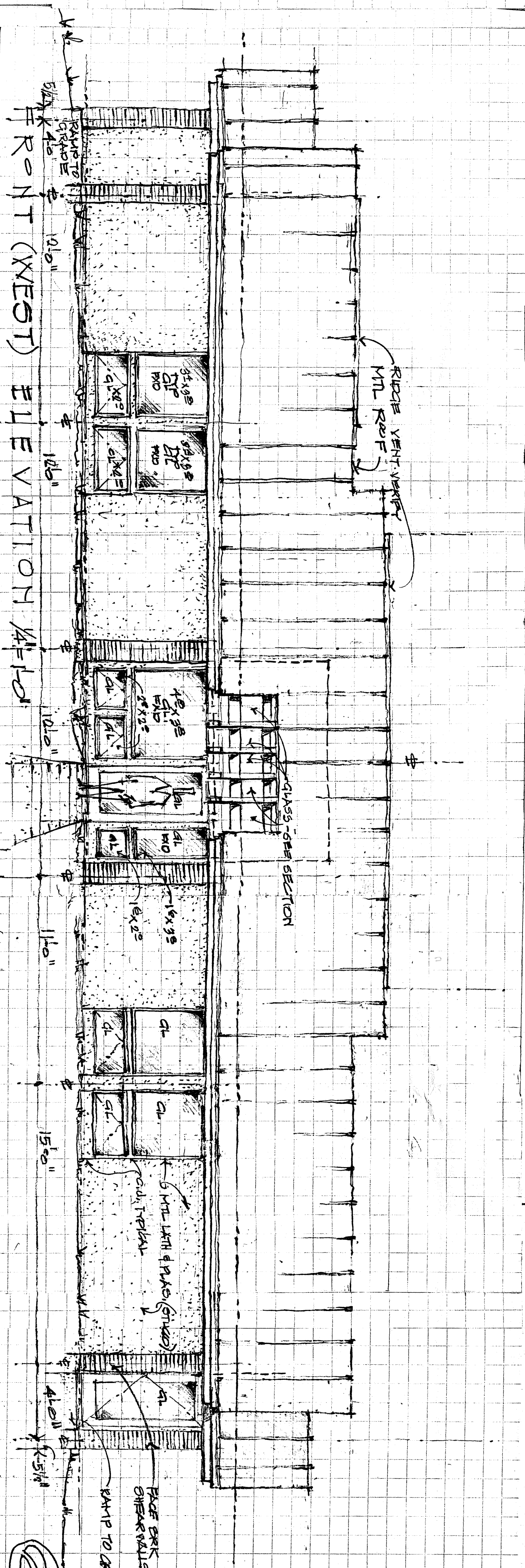
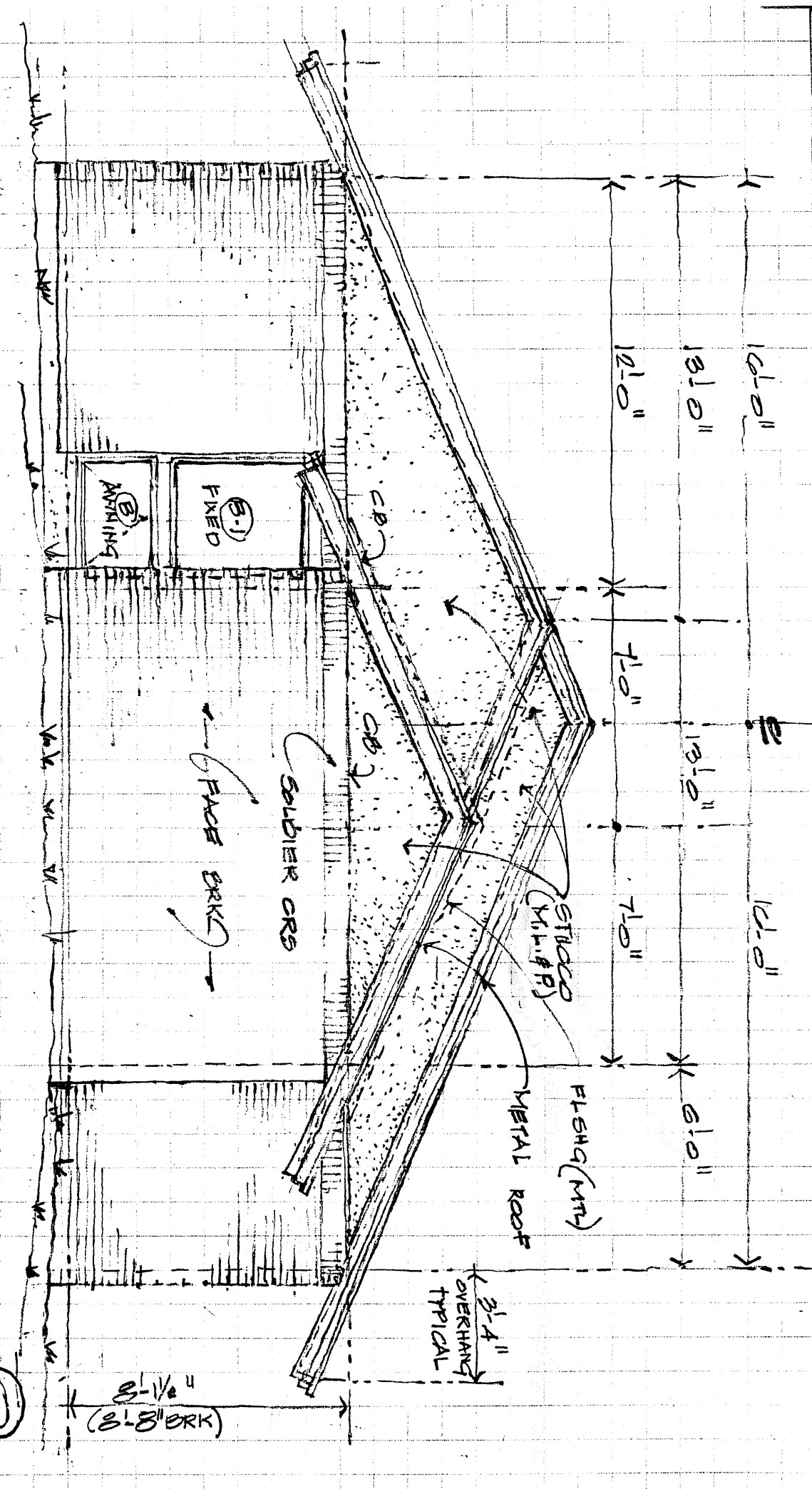
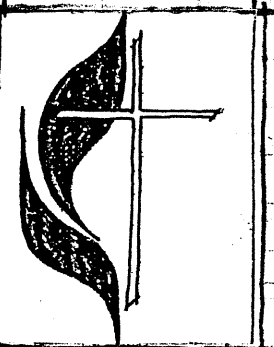
DALE L. OLSON
RES. NO. 133
DALE L. OLSON SURVEYING COMPANY
DATE 02/15





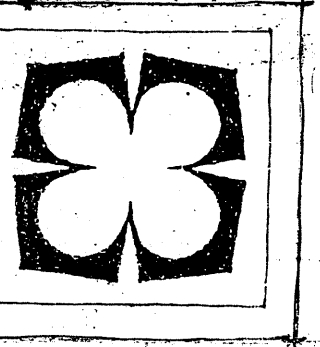
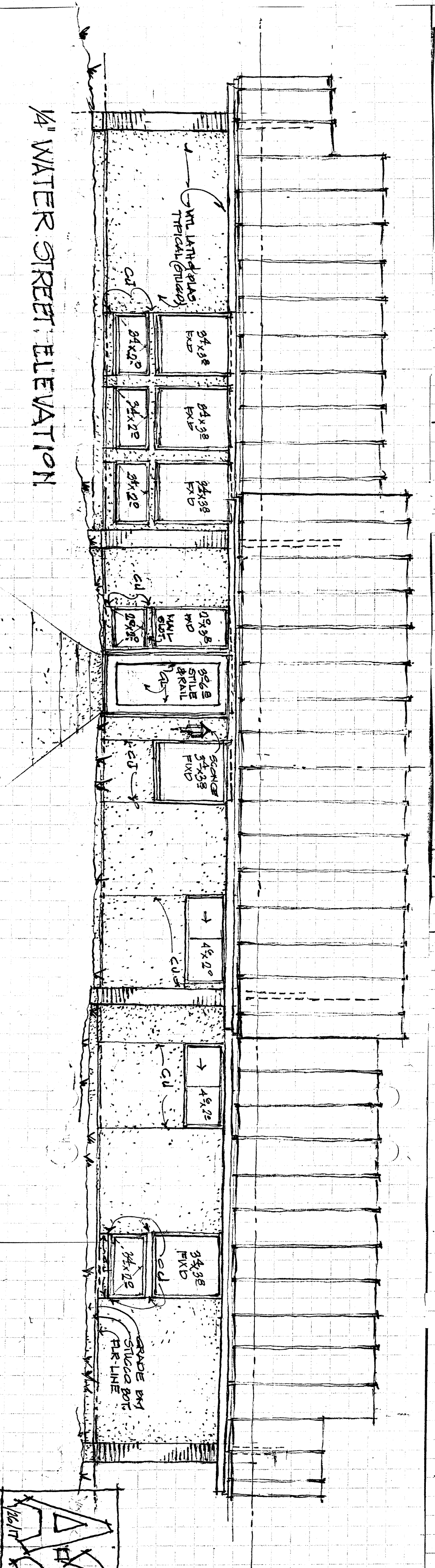
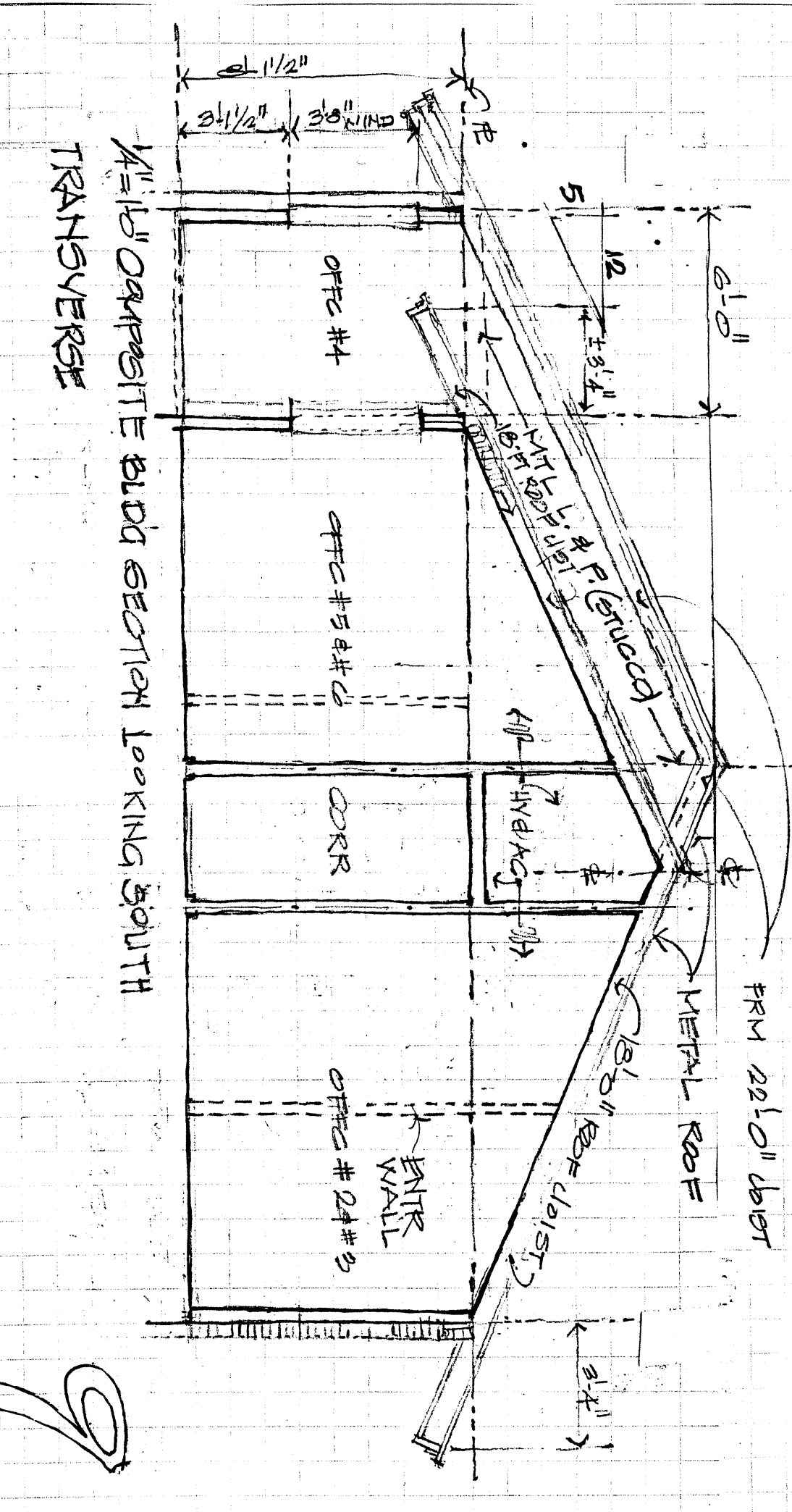
1/4" FLOOR PLAN - ADMIN/ED BLDG
1ST UNITED METH^{OD}IST CHURCH
BASTROP, TEXAS 78602

DATE:
7/11/10
9/9/10



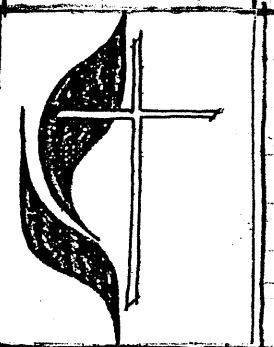
1/4" FRONT (WEST) ELEVATION
1ST UNTD METH CHURCH
BASTROP, TX 78602

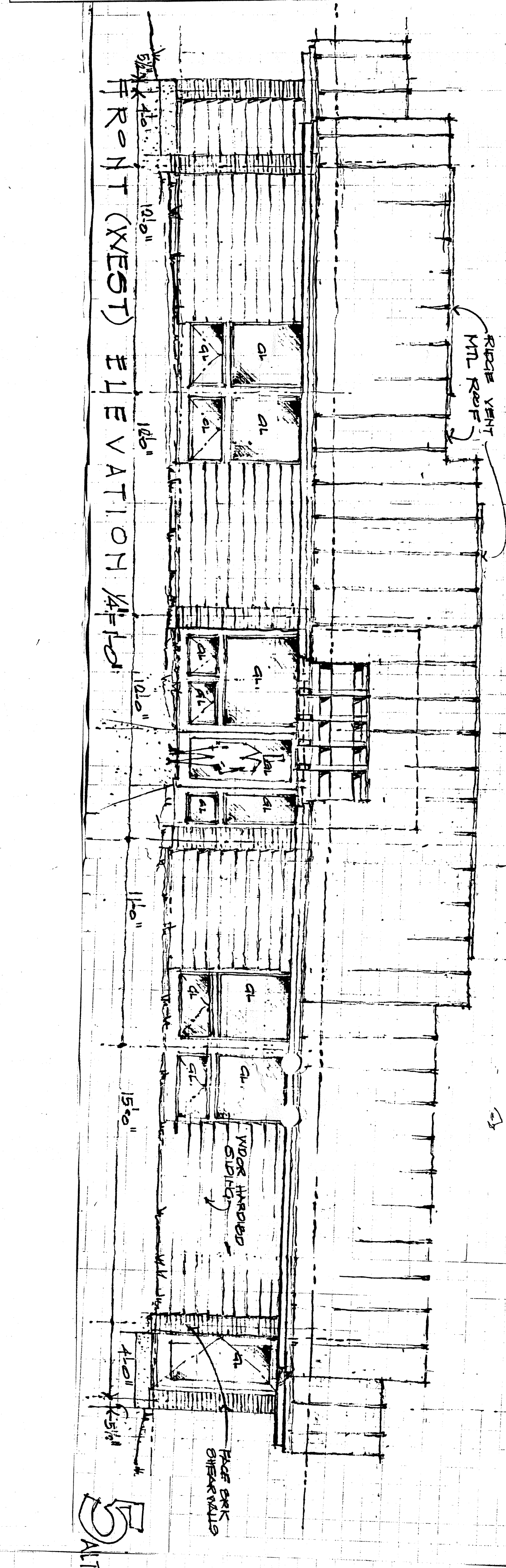
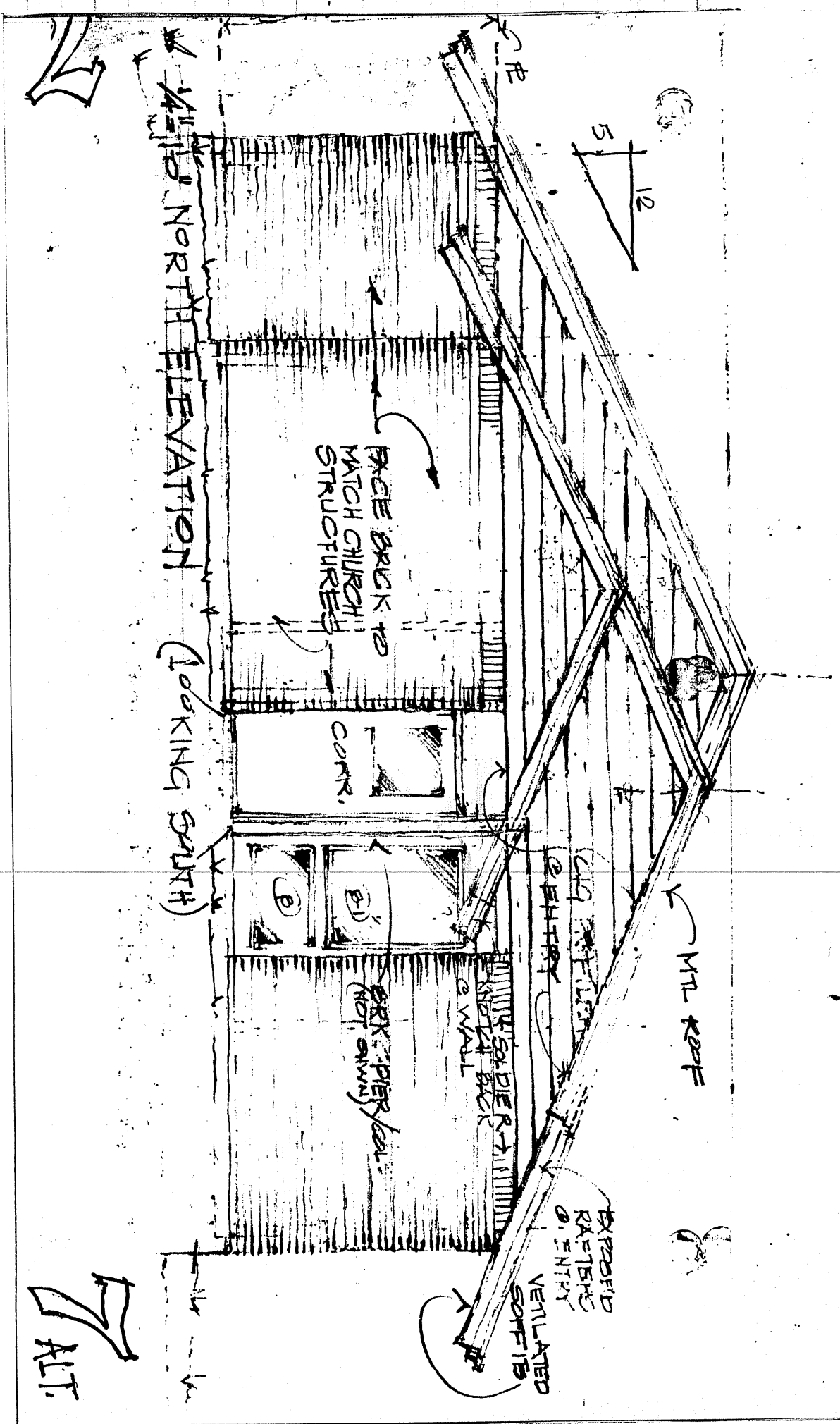
DATE:
7/11/10
9/9/10



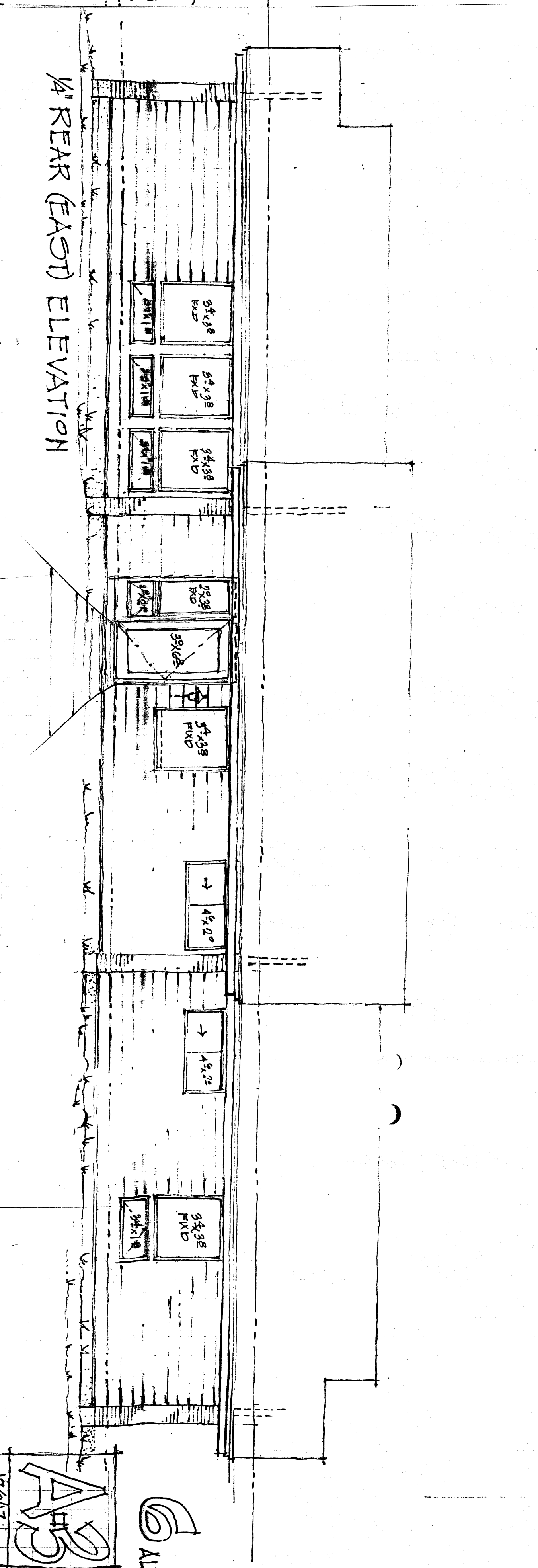
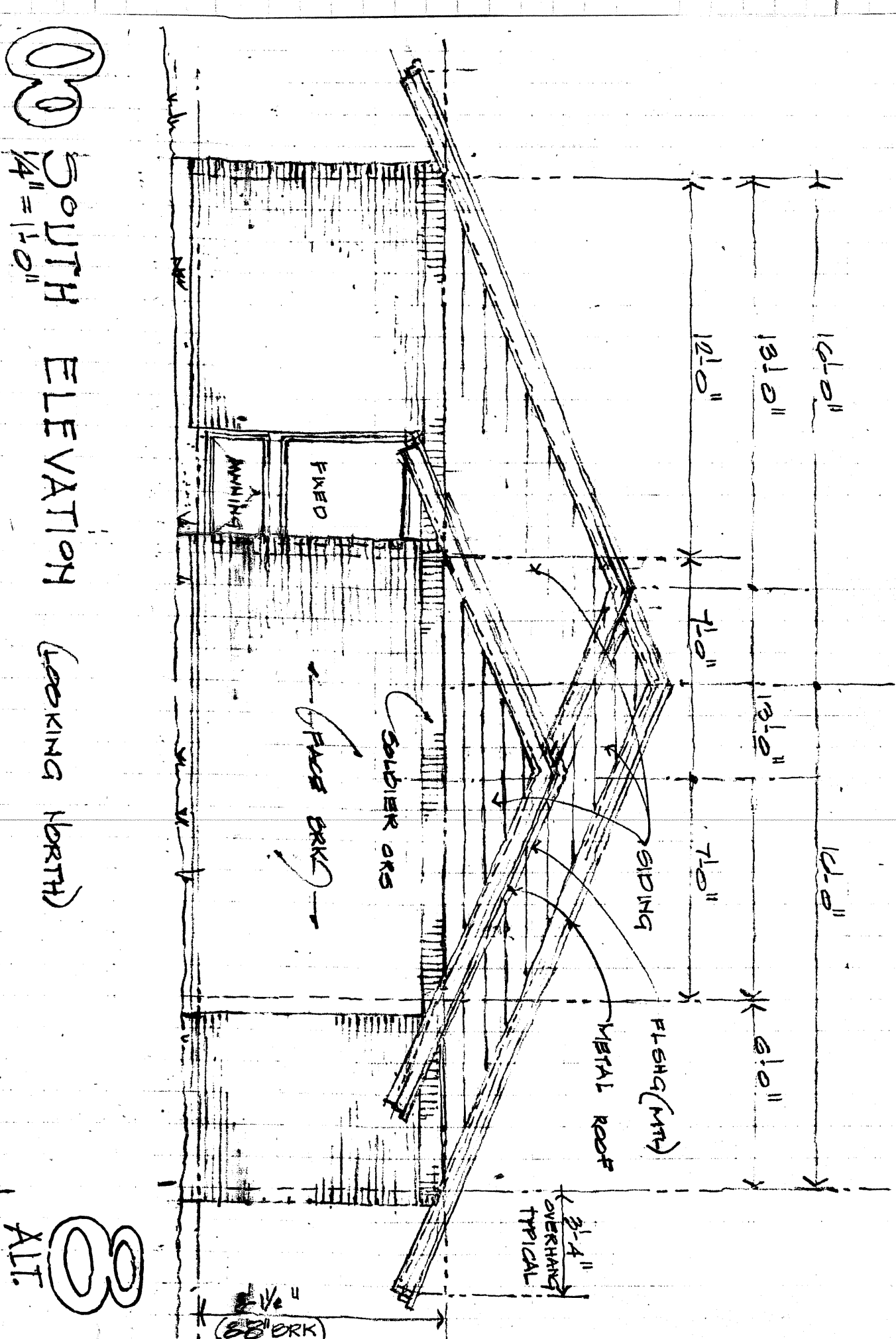
1/4" REAR ELE V. ADMIN/ED BLDG
1ST UNITED METH^{OD}IST CHURCH
BASTROP, TEXAS 78602

DATE:
7/11/10
9/9/10

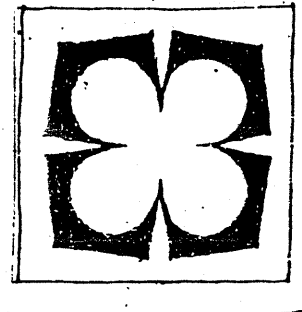


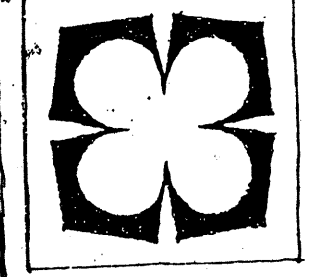
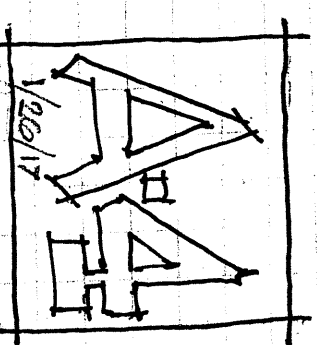
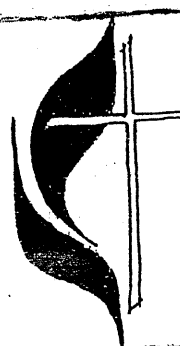
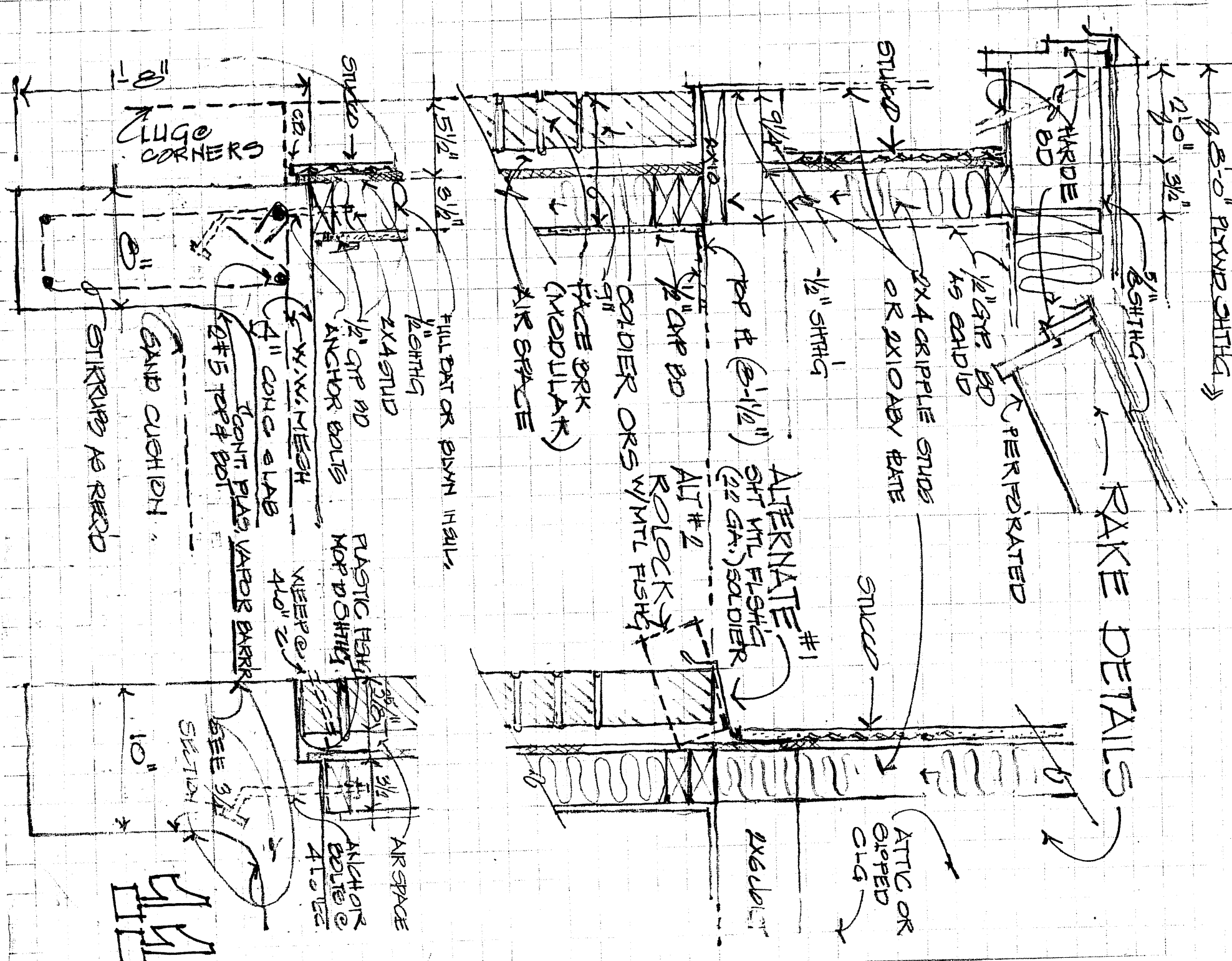
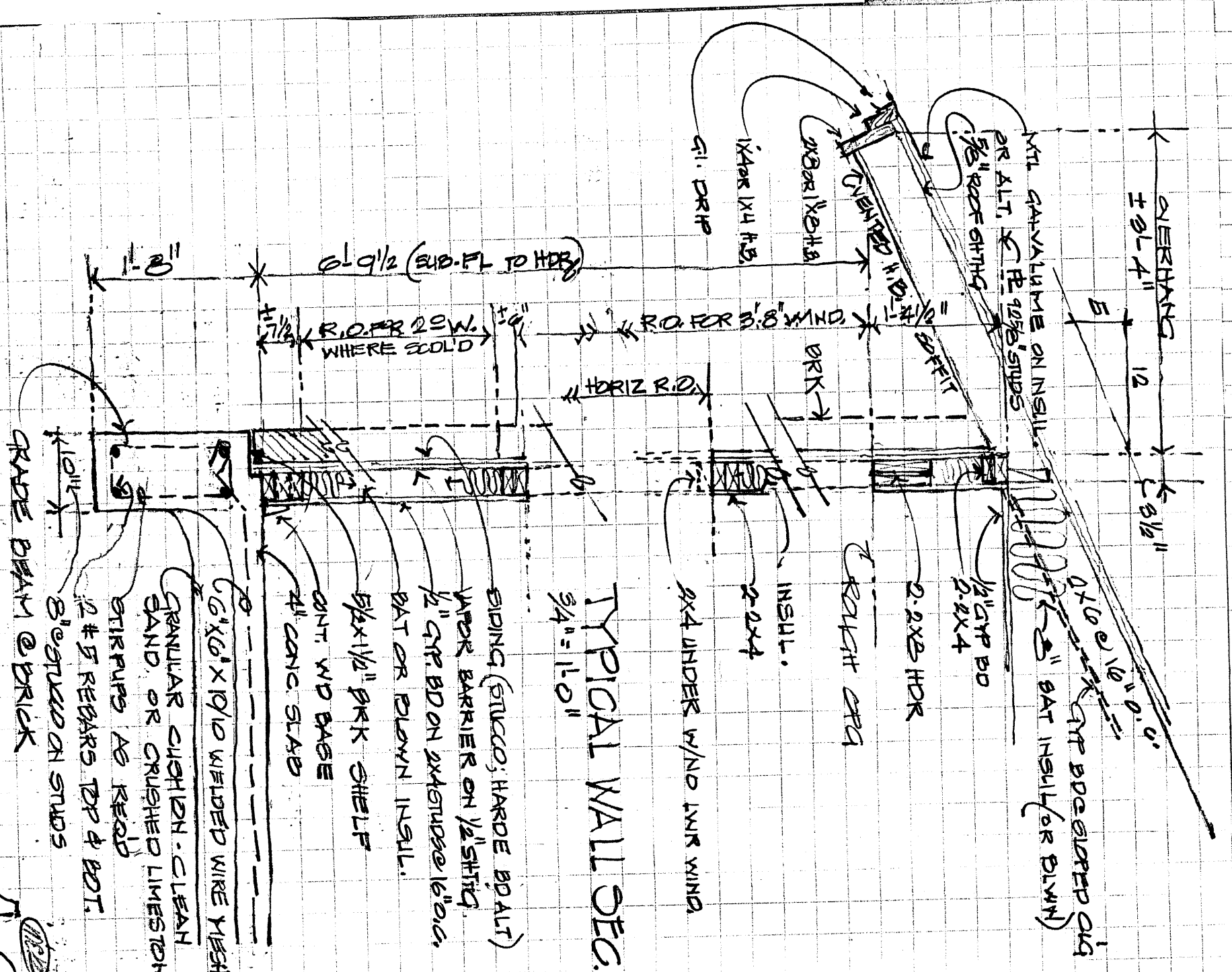
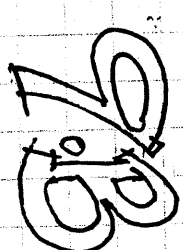
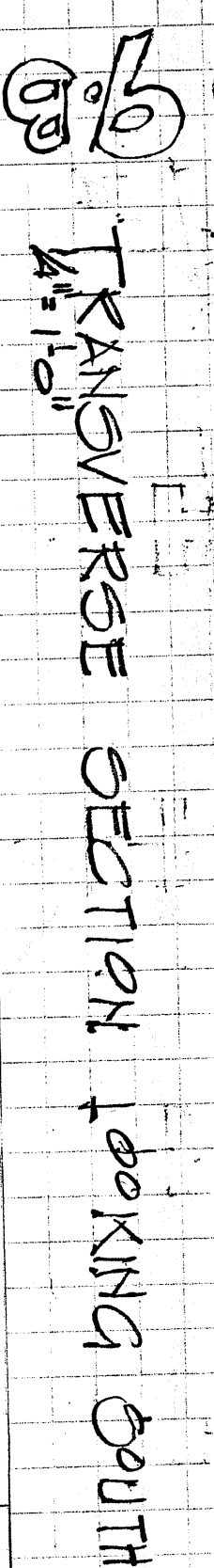
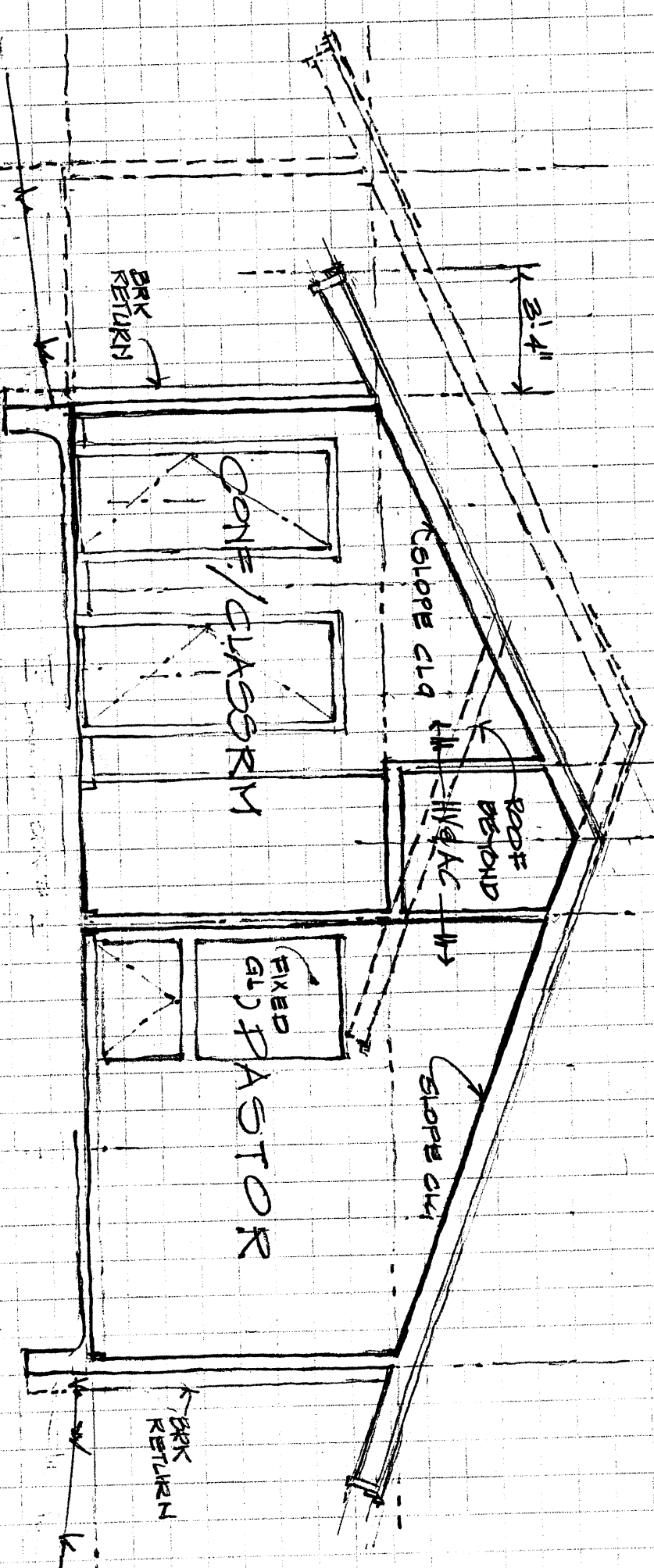
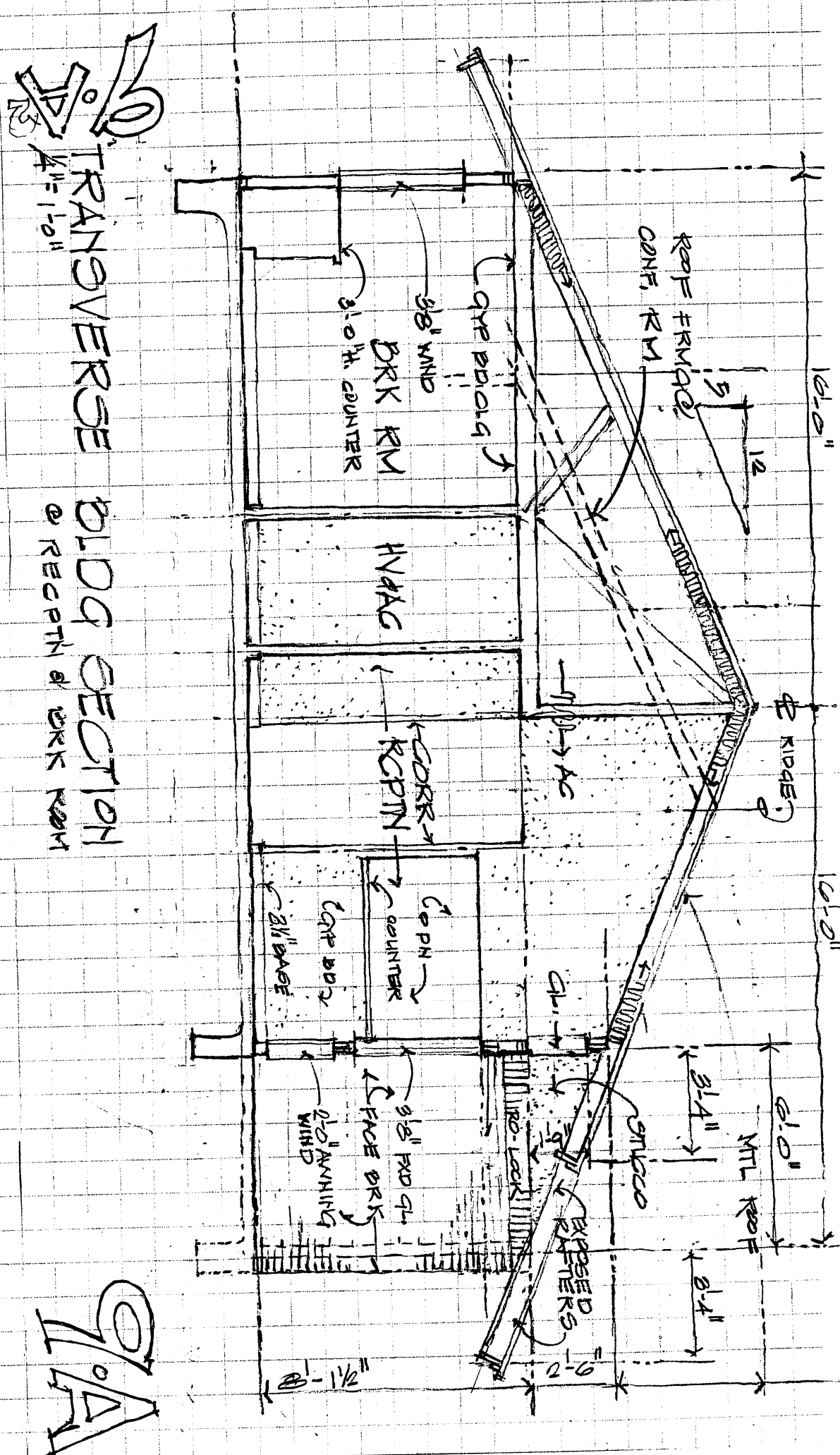
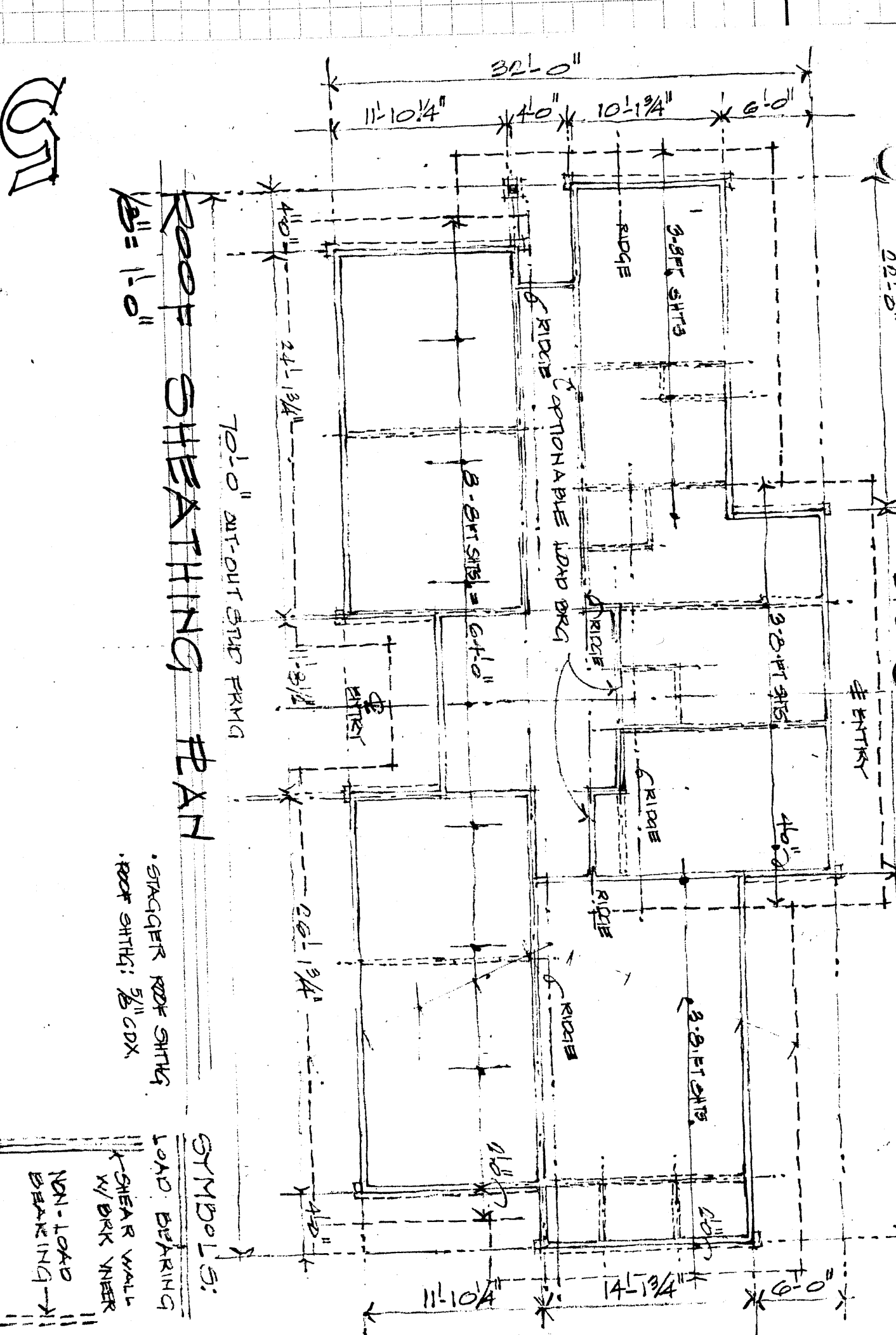
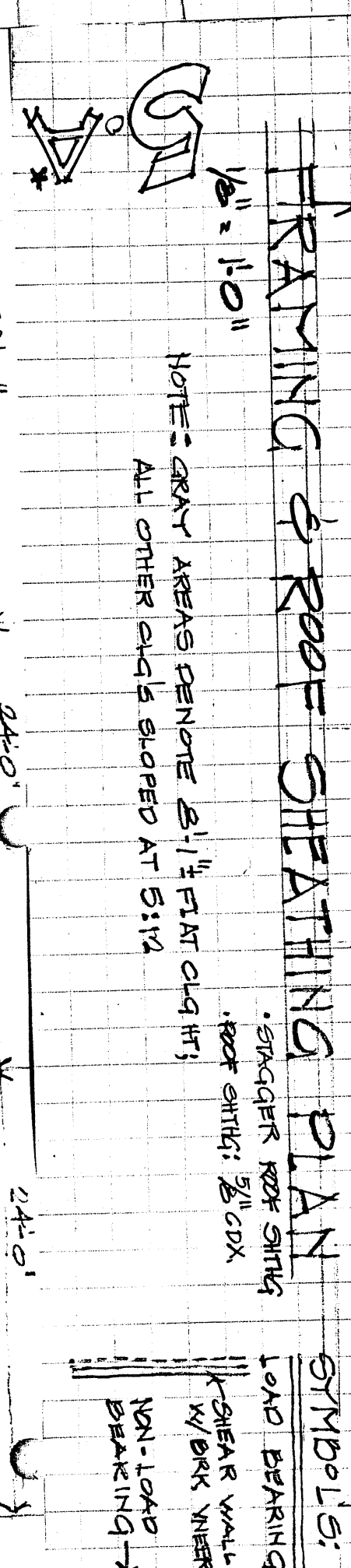
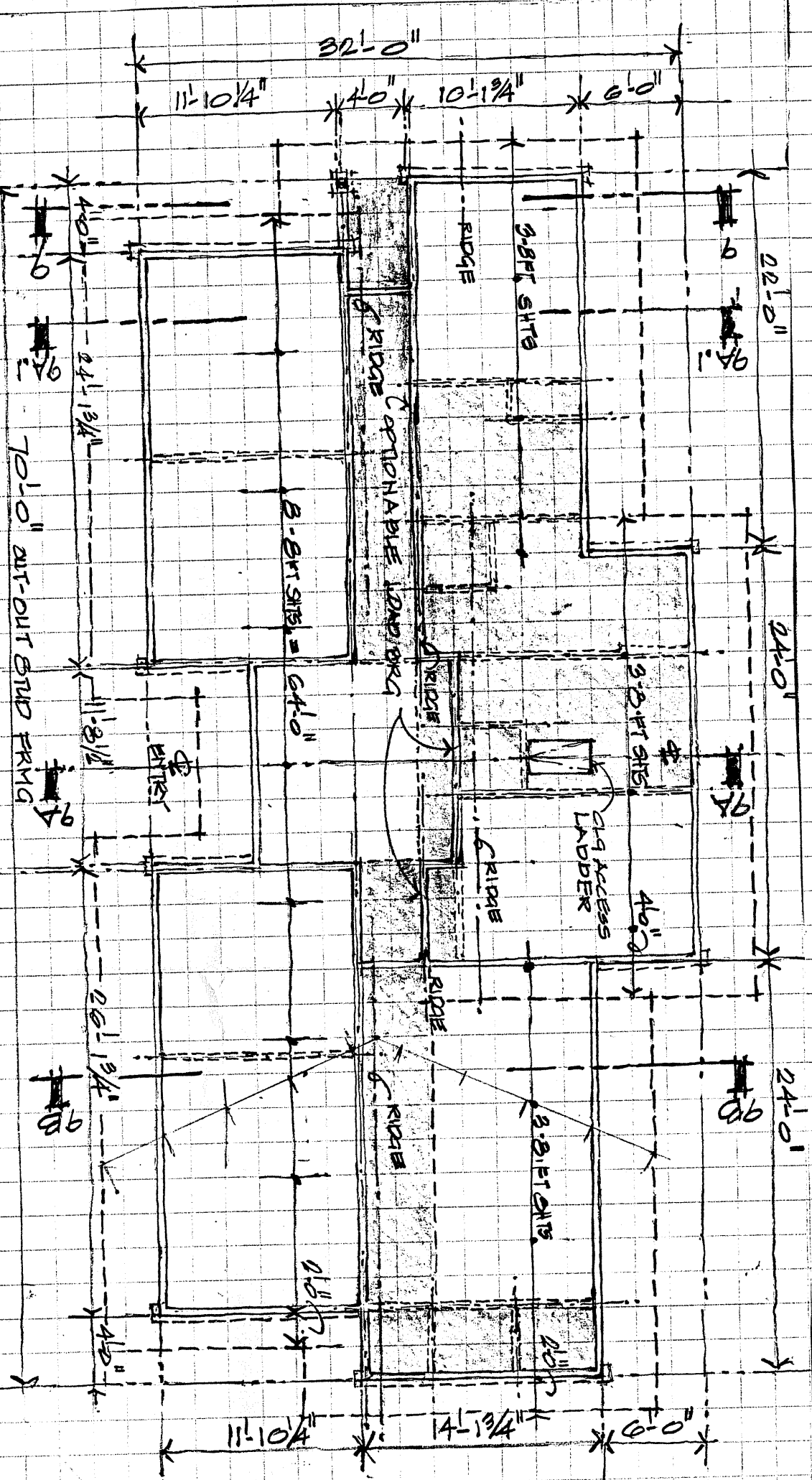
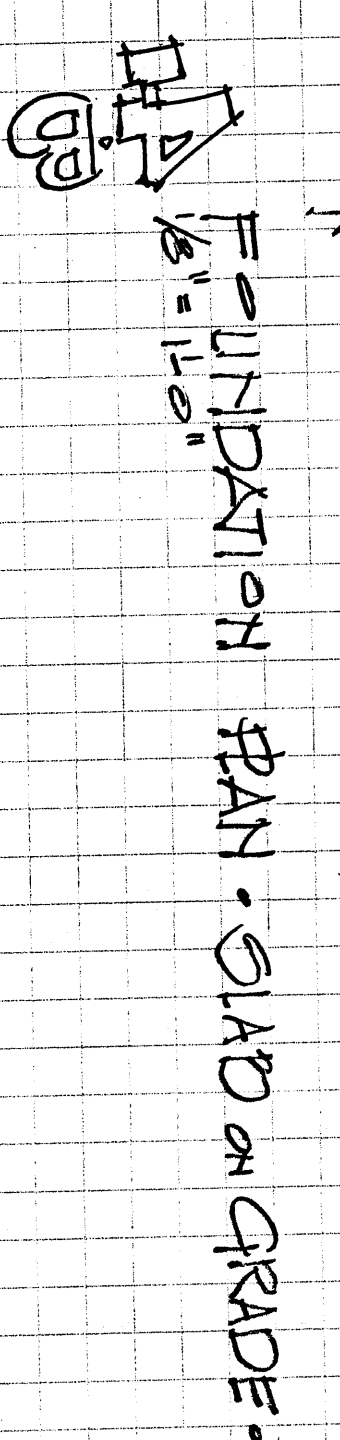


1/4" WEST (COURTYARD) ELEV.
ALTERNATE SIDING



1/4" REAR ELEV. ADMIN/ED BLDG.
1ST UNITED METHODIST CHURCH
DASTROP, TEXAS 76602





**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, March 30, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, April 11, 2017 at 6:30 p.m.** and have a second reading **Tuesday, April 25, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** to consider a request for a Conditional Use Permit to allow a church administration building to be constructed at 1208 Water Street, situated on an +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area currently zoned N, Neighborhood, within the city limits of Bastrop.

Applicant: First United Methodist Church

Agent: Gene Moulden

Legal Description: +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street

PLEASE SEE ATTACHED SITE LOCATION MAP AND 11X17 SITE PLAN

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

✂
✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check ☒ one)

- ☐ I am in favor the request.
☐ I have no objection to the request.
☒ I am opposed to the request.

Property Owner Name: MARtha HARRIS

Property Address: 1304 WATER

Mailing Address: Same

Phone (optional): 512.718.0058

Email (optional): _____

Property Owner's Signature: Martha Harris

Comments: (Optional)

I'm glad to discuss

Please provide reply to:

Planning and Development Department

City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829

Re: Conditional Use Permit to allow a church administration building at 1208 Water St, notices mailed March 15, 2017

RECEIVED

MAR 28 2017

By _____

Jen



**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, March 30, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, April 11, 2017 at 6:30 p.m.** and have a second reading **Tuesday, April 25, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** to consider a request for a Conditional Use Permit to allow a church administration building to be constructed at 1208 Water Street, situated on an +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area currently zoned N, Neighborhood, within the city limits of Bastrop.

Applicant: First United Methodist Church

Agent: Gene Moulden

Legal Description: +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street

PLEASE SEE ATTACHED SITE LOCATION MAP AND 11X17 SITE PLAN

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

X
X

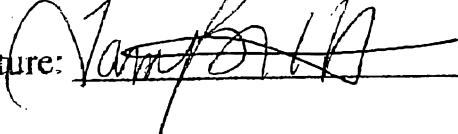
PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check ☒ one)

- ☐ I am in favor the request.
☐ I have no objection to the request.
☒ I am opposed to the request.

Property Owner Name: Tammy Boatright
Property Address: 1303 Main St.
Mailing Address: 1303 Main St.

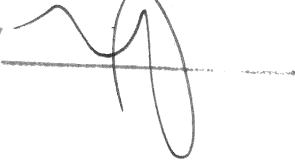
Phone (optional): 707.364.8866
Email (optional): tammy@vingdirect.com

Property Owner's Signature: 
Comments: (Optional)

Please provide reply to:
Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829
Re: Conditional Use Permit to allow a church administration building at 1208 Water St, notices mailed March 15, 2017

RECEIVED

MAR 30 2017

By 

✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check $\checkmark$ one)

- ☐ I am in favor the request.
☒ I have no objection to the request.
☐ I am opposed to the request.

Property Owner Name: Carolyn Ferguson

Property Address: 1306 Water St.

Mailing Address: P.O. Box 61, Bastrop,

Phone (optional): _____

Email (optional): _____

Property Owner's Signature: Carolyn E. Ferguson

Comments: (Optional)

Please provide reply to:

Planning and Development Department

City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829

Re: Conditional Use Permit to allow a church administration building at 1208 Water St, notices mailed March 15, 2017

RECEIVED

APR 03 2017

By [Signature]

**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, March 30, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, April 11, 2017 at 6:30 p.m.** and have a second reading **Tuesday, April 25, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** to consider a request for a Conditional Use Permit to allow a church administration building to be constructed at 1208 Water Street, situated on an +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area currently zoned N, Neighborhood, within the city limits of Bastrop.

Applicant: First United Methodist Church

Agent: Gene Moulden

Legal Description: +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street

PLEASE SEE ATTACHED SITE LOCATION MAP AND 11X17 SITE PLAN

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

X
X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check ☒ one)

- ☐ I am in favor the request.
☐ I have no objection to the request.
☒ I am opposed to the request.

RECEIVED

APR 26 2017

By JE

Property Owner Name: KENNETH L NEWMAN
Property Address: 1301 MAIN ST, BASTROP
Mailing Address: "

Phone (optional): 512/468-9485
Email (optional): kenman0550@gmail.com

Property Owner's Signature: Kenneth L Newman
Comments: (Optional)

WHEN I PURCHASED MY HOUSE OVER 27 YEARS AGO, IT WAS SURROUNDED BY ATTRACTIVE HOUSES. SLOWLY THE CHURCHES IN THE VICINITY HAVE BEEN ENCROACHING ON THIS HISTORIC NEIGHBORHOOD, MAKING IT APPEAR LESS HISTORIC AND MORE COMMERCIAL.
Please provide reply to: NEIGHBORHOOD
Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829
Re: Conditional Use Permit to allow a church administration building at 1208 Water St, notices mailed March 15, 2017

**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, March 30, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, April 11, 2017 at 6:30 p.m.** and have a second reading **Tuesday, April 25, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** to consider a request for a Conditional Use Permit to allow a church administration building to be constructed at 1208 Water Street, situated on an +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street, an area currently zoned N, Neighborhood, within the city limits of Bastrop.

Applicant: First United Methodist Church

Agent: Gene Moulden

Legal Description: +/-0.44 acre tract, being a portion of Farm Lot 1, East of Main Street

PLEASE SEE ATTACHED SITE LOCATION MAP AND 11X17 SITE PLAN

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

X
X

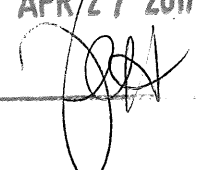
PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check $\checkmark$ one)

- ☒ I am in favor the request.
☐ I have no objection to the request.
☐ I am opposed to the request.

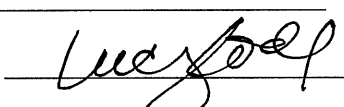
RECEIVED

APR 27 2017

By 

Property Owner Name: Lucy Todd
Property Address: 1307 Main St
Mailing Address: "

Phone (optional): 512 304 0803
Email (optional): _____

Property Owner's Signature: 

Comments: (Optional)

This is dependent on the structure conforming in style and lot coverage to the properties to the north

Please provide reply to:

Planning and Development Department

City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8829

Re: Conditional Use Permit to allow a church administration building at 1208 Water St, notices mailed March 15, 2017



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance 2017-14 of the City Council of the City of Bastrop, Texas granting an amendment to the Pecan Park Residential Planned Development (Ordinance #2015-15) for approximately 204.576 acres within the Mozea Rousseau survey, abstract number 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as part of the overall Pecan Park Conceptual Plan; setting out conditions; establishing an effective date.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

DM Pecan Park Associates LTD, has requested three modifications to the existing Pecan Park Residential PD (Planned Development) zoning district (Ordinance No. 2015-15) regarding setbacks, parking requirements and a minor amendment process for future modifications (Attachment 3).

1. Reduce the rear setback for the Patio Homes—PD-PH (40 foot lots) and Single Family Select—PD-SFS (50 foot lots), from 15 feet to 10 feet.
 - This request would allow the developer to move the structure closer to the rear property line and provide more recreational space in front of the house. Additionally, comparison to other surrounding cities' development codes show a 10-foot rear setback to be a standard distance and has not created negative impacts.
2. Remove the off-street guest parking requirement for the Patio Homes.
 - The original requirement for additional off-street guest parking was due to proposed tandem garage design that would leave each house with only one driveway space. This amendment would remove this requirement when a traditional two-car garage is built and would include two driveway spaces. Furthermore, staff is recommending that driveway spacing be designed to allow street parking without blocking driveways.
3. Include an administrative process to approve minor amendment to the PD in the future.
 - Allowing a minor amendment process would authorize the Planning Director to approve minor changes administratively. Currently, any change to a PD would require the developer or builder to go through the entire rezoning process. This creates additional time requirements and may stifle creativity in development. If there is question if the amendment is minor, the City Manager will make the final determination.

POLICY EXPLANATION:

An amendment to a Planned Development District goes through the zoning process, with public hearings at Planning & Zoning Commission and City Council and two ordinance readings at separate City Council meetings.

The Planning and Zoning Commission discussed the request and held a public hearing at their March 30, 2017 meeting and voted 6 to 1 (with Richard Kindred in opposition) to recommend denial of the three requested amendments to the Pecan Park Residential Planned Development. A list of the Commission's concerns was presented at the May 9, 2017 City Council meeting.

Per the Local Government Code 211.006 (f) City Council will need to have a three-fourths vote of all members, which in the case of the City of Bastrop, four (4) out of five (5) Councilmembers will need to vote in favor to overturn Planning & Zoning Commission's recommendation.

City Council held the public hearing and first reading at the May 9, 2017 and voted 4-0 to approve the Pecan Park PD Amendment #1 with all three modifications as stated in the staff report.

RECOMMENDATION:

Approval the second reading of Ordinance 2017-14 of the City Council of the City of Bastrop, Texas granting an amendment to the Pecan Park Residential Planned Development (Ordinance #2015-15) for approximately 204.576 acres within the Mozea Rousseau survey, abstract number 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as part of the overall Pecan Park Conceptual Plan; setting out conditions; establishing an effective date.

ATTACHMENTS:

- Presentation from May 9, 2017 City Council Meeting
- Ordinance with Exhibits
- Planning & Zoning Commission Staff Report
- Attachment 1: Location Map
- Attachment 2: Pecan Park Residential PD Ord #2015-15.
- Attachment 3: Applicant's Request
- Attachment 4: Housing Type Example
- Attachment 5: Property Owners' Responses

City of Bastrop Zoning Process

- Public notification timelines required by the Texas Local Government Code
- Bastrop City Charter requires 2 readings of an ordinance

Public Notification

- Published in newspaper 15 days prior to public hearing
- Property owner notification within 200'



Application

- Cover letter
- Concept plan
- Surrounding property owner information (200')
- Legal description
- Deed and tax certificates



City Council (2 Meetings)

- Hold public hearing
- 2 readings of ordinance

Planning & Zoning Commission

- Hold public hearing
- Recommendation for approval or denial
- Three-fourths vote of City Council to overrule recommendation of denial

Planning & Zoning Commission Concerns

Reduce 15' Rear Setback to 10'

Housing type unattractive.

Neighborhood won't feel integrated into the city/sense of community.

Safety issues because homeowner and neighbors can't see primary structure or front/courtyard area.

Product type isn't any more affordable than traditional housing types.

Product type is narrowly focused to a specific market segment.

Remove off-street Parking Requirement

On-street parking is always an issue in town.

Minor Amendment Process

Language is too vague, more criteria/parameters needed.

P&Z wants over-sight

Could lead to unintended consequences.

Pecan Park Amendment

Pacesetter Homes - New Housing Option

Requires Amendment to reduce backyard
setback from 15' to 10'

Pacesetter Homes – One Story Model



View of Internal Courtyard

Pacesetter Homes - Stand Alone Garage



Above - View of Entrance from Courtyard — West Side of Garage
Below - View of East Side of Garage from Courtyard



Entrance Gate — Deadbolt Lock

Pacesetter Homes



Additional View of Entrance from Courtyard



Inside View of Front Fence and Brick Pillars

Pacesetter Homes – Side & Back Yard Views



Side Yard View from Courtyard



View of Backyard – Requesting 10' Setback

Pacesetter Homes



Back View of House

Pacesetter Homes – Street View – 2 Story



2 Story Home – Split Garage Door

Pacesetter Homes – Street Views – 1 Story



One Story Front View – 1 Garage Door

Pacesetter Homes – Street Views – 1 Story

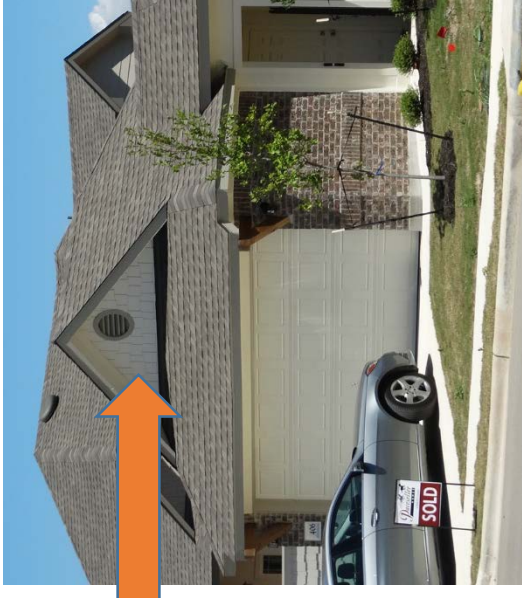


One Story Front View – 1 Garage Door

Pacesetter Homes – Different Treatments of Side by Side Homes



2 Story Home – Split Garage Door –
Single Window



1 Story Home – 1 Garage Door –
Attic Ventilation



1 Story Home – 1 Garage Door –
2 Windows

Pacesetter Homes



Front View Fence — Hardiplank with Brick Column
Internal Wood Fence

Pacesetter Homes



Front View of 2 Houses Side by Side
Landscape Grouping

ORDINANCE 2017-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING AN AMENDMENT TO THE PECAN PARK RESIDENTIAL PLANNED DEVELOPMENT (ORD #2015-15) FOR APPROXIMATELY 204.576 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 LOCATED AT THE TERMINUS OF CHILDERS DRIVE WITHIN THE CITY LIMITS OF BASTROP, TEXAS AS PART OF THE OVERALL PECAN PARK CONCEPTUAL PLAN; SETTING OUT CONDITIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, DM Pecan Park Associates, LTD, Duke McDowell (hereinafter referred to as "Applicant") submitted a request for a zone change to amend the Pecan Park Residential Planned Development, Ordinance #2105-15, for approximately 204.576 acres situated in the Mozea Rousseau Survey, Abstract 56, located at the terminus of Childers Drive within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a copy of the Metes and Bounds Survey and location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as Pecan Park Residential Planned Development (Ord #2105-15); and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on March 30, 2017; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended **denial** of the proposed amendments; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on May 9, 2017 to consider the Applicant's request to amend the PD, Residential Planned Development; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a three-fourths vote of all members that it is in the public interest to approve the amendment to the PD, Residential Planned Development.

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

Section 1: The Property, situated in Mozea Rousseau Survey, Abstract No. 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A" and "A-1", shall be and is hereby amended to:

- a. Reduce the rear setback on the PD-SFS and PD-PH from 15 feet to 10 feet.
- b. Remove the guest parking requirement on PD-PH lots when a side-by-side two car garage is provided and driveways are spaced to allow at least one on street parking space for every two lots;
- c. Allow the following minor amendment process:
The Planning Director shall have the authority to administratively approve a minor amendment to the standards and requirements of the Planned Development. A minor amendment is one which: 1) does not increase the overall density and/or traffic impacts of the development; or 2) has no significant adverse impact upon neighboring properties, the public or persons who will occupy or use the proposed development. Changes in allowable uses will not be approved administratively. If there is any question of whether the amendment is minor, the issue shall be referred to the City Manager for final determination.

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

Section 3: The Zoning Ordinance standards should be amended as follows:

<u>District</u>	<u>Min. Lot Area</u>	<u>Min. Dwelling Unit Size</u>	<u>Min. Lot Width</u>	<u>Min. Lot Depth</u>	<u>Min. Front Yard</u>	<u>Min. Interior Side Yard</u>	<u>Min. Side when two-story & adj. SF Zone</u>	<u>Min. Ext. Yard (See Sec.43.3)</u>	<u>Min. Rear Yard</u>	<u>Min. Rear when two-story & Adj. SF Zone</u>	<u>Max. Height of Build</u>	<u>Max. Lot Coverage by Build</u>
PD-SFS	6,000 sq. ft.	1,200 sq. ft.	50'	120'	20' - 25'	5'		15'	15' <u>10'</u>		2.5 stories 35'	75%
PD PH Not Allowed in Section 6	4,600 sq. ft.	1,000 sq. ft.	40'	115'	20' - 25'	5'		10'	15' <u>10'</u>		2.5 stories 35'	75%

- **PD-SFS – Single Family Select** – Traditional lots, minimum lot size 50' x 120', home size 1,200 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5') from the property line. 45% maximum acreage
- **PD-PH – Patio Home** - minimum lot size 40' x 115', home size 1,000 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5') from the property line. 30% maximum acreage (Not allowed in Section 6)

Standards for all homes in the residential areas will meet the criteria:

- **Guest Parking** - Shared Guest Parking will be provided in the following Land Use District; PD-SFA, PD-PH, and PD-SFC. **Shared Guest Parking will not be required on PD-PH lots that require side-by-side two car garages and driveways are spaced to allow one 20 foot on-street parking area for every two lots.**

Section 4: 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 5: 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 ACKNOWLEDGED on First Reading on the 9th day of May 2017.

READ and APPROVED on the Second Reading on the 23rd day of May 2017.

APPROVED:

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

Exhibit A

HEARITIGE SURVEYING, CO.

TIM. D. HEARITIGE
727 West Point Loop
West Point, Texas 78963

Registered Professional Land Surveyor No. 5036
Licenced State Land Surveyor
Phone (979)242-3485

July 20, 2004

FIELD NOTE DESCRIPTION OF 242.006 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (282.1 ACRE) TRACT OF LAND CONVEYED TO K.G. SCHAEFER IN A DEED AS RECORDED IN VOLUME 100 PAGE 376 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO FRANCES SCHAEFER BUCKHAULTS IN A WILL AS RECORDED IN VOLUME 82 PAGE 483 OF THE PROBATE RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (16.007 ACRE) TRACT OF LAND CONVEYED TO JULIA JEAN RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 658 PAGE 429 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF THAT CERTAIN (1.012 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG AND JULIE S. RABENSBURG IN A DEED AS RECORDED IN VOLUME 555 PAGE 138 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO ALL OF THAT CERTAIN (5.134 ACRE) TRACT OF LAND CONVEYED TO JULIE S. RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 813 PAGE 508 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (20.000 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG, JR. IN A CONTRACT OF SALE AND PURCHASE AS DESCRIBED AND RECORDED IN VOLUME 332 PAGE 547 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (6.500 ACRE) TRACT OF LAND CONVEYED TO LYNN MARIE OUALLINE IN A DEED AS RECORDED IN VOLUME 831 PAGE 246 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (1.500 ACRE) TRACT OF LAND CONVEYED TO JULIE JEAN RABENSBURG AND LYNN MARIE OUALLINE, AS TRUSTEES FOR JAMIE LYNN MARTIN IN A DEED AS RECORDED IN VOLUME 329 PAGE 579 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the base of a fence corner post, being at the most southeasterly corner of that certain (100 acre) tract of land conveyed to K.G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, and also being in the northerly line of that certain (282.1 acre) tract conveyed to K.G. Schaefer in the same deed, said tracts being a portion of those tracts of land conveyed to Frances Schaefer Buckhaults in a will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, said iron rod also being the southwesterly corner of that certain (17.516 acre) tract of land conveyed to the Merle Arnold Prokop, Jr. Revocable Living Trust, dated November 22, 1991 in a deed as recorded in Volume 617 Page 308 of the Official Records of Bastrop County, Texas, and also being for the most northeasterly corner of that certain (16.007 acre) tract of land conveyed to Julie Jean Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 658 Page 429 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Prokop tract N 89 deg. 37' 52" E 387.06 feet to a ¾" iron pipe found at the most southwesterly corner of Lot 3 of the Beck, NHP, and Prokop Subdivision, Section One, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 191B of the Plat Records of Bastrop County, Texas,

THENCE, with southerly line of said Lot 3, N 89 deg. 32' 41" E 322.40 feet to a capped ½" iron rod found at the most northwesterly corner of that certain (2.798 acre) tract of land conveyed to the Lower Colorado River Authority (L.C.R.A.) in a deed as recorded in Volume 1132 Page 490 of the Official Records of Bastrop County, Texas,

THENCE, with the bounds of the L.C.R.A. tract, S 00 deg. 26' 02" E 325.06 feet to a capped iron rod found, N 89 deg. 34' 02" E 374.92 feet to a capped iron rod found, and N 00 deg. 25' 55" W 324.98 feet to a capped ½" iron rod found in the southerly line of Lot 1, Block A, of Bastrop West Commercial, Section 3, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 110A of the Plat Records of Bastrop County, Texas,

THENCE, with the southerly line of said Lot 1, Block A, N 88 deg. 48' 06" E 75.62 feet to a ½" iron rod found at the southwesterly corner of Lot 1, of Bastrop West Commercial, Section 2, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 2 Slide 377B of the Plat Records of Bastrop County, Texas,

Exhibit A

Page 2
242.006 acres

THENCE, with the southerly line of said Lot 1, N 89 deg. 37' 24" E 1186.72 feet to a 3/4" iron pipe found at the base of a fence corner post, being at the most southwesterly corner of that certain (0.947 acre-Lot 1) tract of land conveyed to the Utley Cattle Limited Partnership in a deed as recorded in Volume 1012 Page 907 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of said Cattle tract, N 89 deg. 34' 36" E 322.83 feet to a 1/2" iron rod found at the southwesterly terminus of Childers Drive,

THENCE, N 89 deg. 33' 34" E, passing at or about 50' the southeasterly terminus of Childers Drive, and being the southwesterly corner of that certain (4.096 acre) tract of land conveyed to FM Partners, VII in a deed as recorded in Volume 400 Page 353 of the Official Records of Bastrop County, Texas, and continuing on the same course, with the southerly line of the Partners tract, and passing the most southwesterly corner of that certain (0.512 acre) tract of land conveyed to Ofen Russell Jenkins and Mary Jo Jenkins in a deed as recorded in Volume 275 Page 839 of the Official Records of Bastrop County, Texas, at or about 410.55 feet, and continuing on the same course another 186 feet for a total distance of 596.55 feet to a 1/2" iron rod found at the southwesterly corner of that certain (130' X 120') tract of land conveyed to Victor Juarez, Jr. and Mary Ann Juarez in a deed as recorded in Volume 257 Page 737 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Juarez tract, N 89 deg. 26' 57" E 131.02 feet to a 1/2" iron rod found at the most southwesterly corner of that certain (80' X 120') tract of land conveyed to John P. Calhoun and Rose A. Calhoun in a deed as recorded in Volume 277 Page 769 of the Deed Records of Bastrop County, Texas,

THENCE, with the southerly line of the Calhoun tract, N 89 deg. 52' 01" E, passing the southwesterly corner of that certain (80' X 120') tract of land conveyed to Robert L. Miller, Sr. and Robert L. Miller, Jr. in a deed as recorded in Volume 306 Page 593 of the Official Records of Bastrop County, Texas, at or about 80' and continuing on the same course, and passing southwesterly corner of that certain (94' X 120') tract of land conveyed to Theresia Brenner Roberts in a deed as recorded in Volume 256 Page 870 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on that same course, and passing the most southwesterly corner of that certain (94.3' X 120') tract of land conveyed to Ray Barron in a deed as recorded in Volume 289 Page 550 of the Official Records of Bastrop County, Texas, at or about 94', and continuing on the same course and passing the most southwesterly corner of that certain (80' X 120') tract of land conveyed to Terry Jackson and Kay Jackson in a deed as recorded in Volume 346 Page 774 of the Official Records of Bastrop County, Texas, at or about 94.3', and continuing on the same course, and passing the most southwesterly corner of that certain (0.304 acre) tract of land conveyed to Forrest D. Wilson and Kimberly K. Wilson in a deed as recorded in Volume 1244 Page 467 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on the same course another 50.35 feet for a total distance of 478.65 feet to a 1/2" iron rod found at the most northwesterly corner of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Wilson tract, N 89 deg. 14' 29" E, passing the southwesterly corner of that certain (0.2749 acre) tract of land conveyed to Debra L. Perry and Douglas L. Perry in a deed as recorded in Volume 1250 Page 763 of the Official Records of Bastrop County, Texas, at or about 60' and continuing on the same course another 99.62 feet for a total distance of 159.62 feet to a 1/2" iron rod found at the most southwesterly corner of that certain (0.241 acre) tract of land conveyed to Ed Lowden in a deed as recorded in Volume 164 Page 209 of the Deed Records of Bastrop County, Texas,

THENCE, with the southerly line of the Lowden tract, N 89 deg. 15' 43" E, passing the southwesterly corner of that certain (0.241 acre) tract of land conveyed to E. W. Baker in a deed as recorded in Volume 166 Page 654 of the Deed Records of Bastrop County, Texas, at or about 87.56 feet, and continuing on the same course, and passing the southwesterly corner of that certain (0.390 acre) tract of land conveyed to Mary S. Weatherford in a deed at or about another 87.56 feet, and passing the southwesterly corner of the Lowden (0.241 acre) tract at or about another 118 feet, in all a total distance of 380.31 feet to a 1/2" iron rod found in the westerly right-of-way line of Perkins Street, being for the most northwesterly corner of this tract,

THENCE, with the westerly right-of-way line of Perkins Street (as found fenced and used on the ground, and as described in the Rabensburg (20.000 acre) description) S 12 deg. 18' 11" W 1044.05 feet to a 60d nail found at the base of a fence corner post, being at an angle in the right-of-way line of Perkins Street, and being at the most southeasterly corner of this tract,

THENCE, with the northerly right-of-way line of Perkins Street S 68 deg. 40' 21" W 863.76 feet to a 1/2" iron rod set at the most northwesterly corner of that certain (1.626 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 421 Page 607 of the Official Records of Bastrop County, Texas,

Exhibit A

Page 3
242.006 acres

THENCE, with the westerly line of the Oualline (1.626 acre) tract, S 07 deg. 34' 14" E, passing a 1/2" iron rod set at the most southwesterly corner of the Oualline (1.626 acre) tract at 286.78 feet, and continuing on the same course another 365.40 feet, for a total distance of 652.18 feet to a point on the low bank of the Colorado River, being for the most southeasterly corner of this tract,

THENCE, with the low bank of the Colorado River, S 73 deg. 46' 04" W 53.45 feet to a point at the most southeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas,

THENCE, with the low bank of the Colorado River S 77 deg. 26' 05" W 481.30 feet to a point for the most southerly corner of the Oualline (6.500 acre) tract and being for the most southerly corner of this tract,

THENCE, with the low bank of the Colorado River the following six (6) general courses:

- 1) S 67 deg. 28' 34" W 758.29 feet,
- 2) S 81 deg. 36' 16" W 670.03 feet,
- 3) S 77 deg. 41' 19" W 346.22 feet,
- 4) S 71 deg. 49' 38" W 506.08 feet,
- 5) S 76 deg. 00' 10" W 638.98 feet,
- 6) S 85 deg. 52' 23" W 554.84 feet to a point on the low bank of the Colorado River where the fence between the Schaefer (282.10 acre) tract and that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, being for the most southwesterly corner of this tract,

THENCE, with the fence between the Schaefer (282.1 acre) tract and the Cantrell tract, N 03 deg. 10' 00" W 418.69 feet, and N 05 deg. 54' 13" W 313.26 feet to a capped 1/2" iron rod found at the most southwesterly corner of that certain (5.134 acre) tract of land conveyed to Julie S. Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 818 Page 508 of the Official Records of Bastrop County, Texas,

THENCE, with the westerly line of the Rabensburg (5.134 acre) tract, N 00 deg. 30' 49" E 781.27 feet to a 1/2" iron rod found in the concrete around a fence corner post at the most southwesterly corner of that certain (1.012 acre) tract, conveyed to Carl G. Rabensburg and Julie S. Rabensburg in a deed as recorded in Volume 555 Page 138 of the Official Records of Bastrop County, Texas,

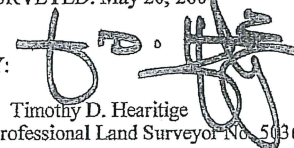
THENCE, with the westerly line of the Rabensburg (1.012 acre) tract of land N 00 deg. 12' 05" W 350.02 feet to a capped 1/2" iron rod found at the most westerly southwest corner of the Rabensburg (16.007 acre) tract,

THENCE, with the westerly line of the Rabensburg (16.007 acre) tract, N 00 deg. 25' 59" E 1016.05 feet to a 1/2" iron rod found at the base of a fence corner post, being in the southerly line of the Schaefer (100 acre) tract of land, and being for the most northwesterly corner of this tract,

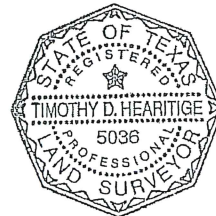
THENCE, with the northerly line of the Rabensburg (16.007 acre) tract, N 89 deg. 26' 27" E 444.41 feet to the **PLACE OF BEGINNING**, in all containing 242.006 acres of land.

SURVEYED: May 20, 2004

BY:


Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



see accompanying map no. B 120002

Exhibit A

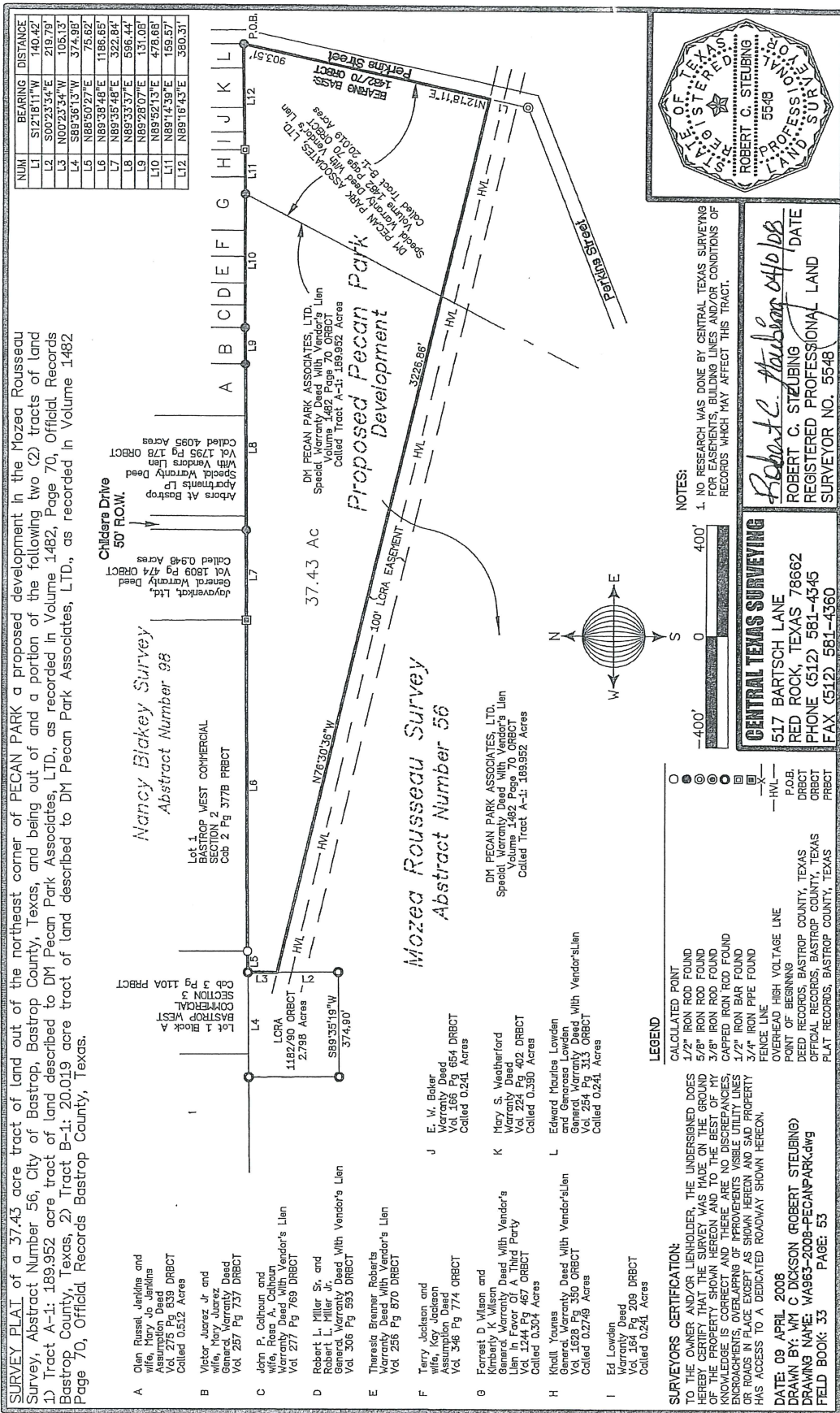


Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING
ROBERT C. STEUBING OWNER
517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, AND BEING OUT OF AND A PORTION OF THE FOLLOWING TWO (2) TRACTS OF LAND: 1) TRACT A-1: 189.952 ACRE TRACT OF LAND DESCRIBED TO DM PECAN PARK ASSOCIATES, LTD., IN THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 1482, PAGE 70, OFFICIAL RECORDS BASTROP COUNTY, TEXAS, 2) TRACT B-1: 20.019 ACRE TRACT OF LAND DESCRIBED TO DM PECAN PARK ASSOCIATES LTD., IN THAT SAME SPECIAL WARRANTY DEED RECORDED IN VOLUME 1482, PAGE 70, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, SAID 37.43 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron rod found on the west line of Perkins Street for the southeast corner of that tract of land described to Edward Maurice Lowden and Genarose Lowden in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 254, Page 313, of the Deed Records of Bastrop County, Texas and the northeast corner of said 20.019 acre tract of land, same being the northeast corner of the herein described 37.43 acre tract of land;

THENCE South $12^{\circ}18'11''$ West, along the common dividing line of said Perkins Street and said 20.019 acre tract of land, a distance of 903.51 feet to a calculated point at the intersection of the east line of said 20.019 acre tract of land with the north line of that certain 100 foot Easement described to LCRA Transmission Services Corporation as recorded in Volume C, Page 477, of the Official Records of Bastrop County, Texas for the southeast corner of the herein described 37.43 acre tract of land and from this point a five-eighths capped iron rod found for the most southeasterly corner of the said 20.019 acre tract of land bears South $12^{\circ}18'11''$ West, a distance of 140.42 feet;

THENCE North $76^{\circ}30'36''$ West, through said and severing from said 20.019 acre tract of land and said 189.952 acre tract of land, a same being along the north line of said LCRA 100 foot transmission easement a distance of 3226.86 feet to a calculated point on the east line of that certain 2.798 acre tract of land described to Transmission Services Corporation as recorded in Volume 1182, Page 90, of the Official Records of Bastrop County, Texas for the southwest corner of the herein described 37.43 acre tract of land and from this point a capped iron rod found bears South $00^{\circ}23'34''$ East, a distance of 219.79 feet for the southeast corner of the said LCRA 2.798 acre tract of land;

THENCE North $00^{\circ}23'34''$ West, along the common dividing line of said 2.798 acre tract of land and said 189.952 acre tract of land, a distance of 105.13 feet to a capped iron rod found on the common dividing line of said 189.952 acre tract of land and Lot 1, Block A, Bastrop West Commercial, Section 3, a subdivision in Bastrop County, Texas, according to the plat recorded in Plat Cabinet 3, Page 110A, of the Plat Records of Bastrop County, Texas, same being the northeast corner of the said LCRA 2.798 acre tract of land;

THENCE along a portion of the north line of the said Tract A-1: 189.952 acre tract of land, along the north line of the said Tract B-1: 20.019 acre tract of land and along the south line of the following eighteen (18) tracts of land: 1) The said Lot 1, Block A, Bastrop West Commercial, Section 3, 2) Lot 1, Bastrop West Commercial, Section 2, a subdivision in Bastrop County, Texas, according to the plat recorded in Plat Cabinet 2, Page 377B, of the Plat Records of Bastrop County, Texas, 3) That called 0.948 acre tract of land described to Jayavenkat, LTD., in that certain General Warranty deed a recorded in Volume 1809, Page 474, Official Records of Bastrop County, Texas, 4) Terminus of Childers Drive, a street in the City of Bastrop, Bastrop County, Texas, 5) That called 4.095 acre tract of land described to Arbors At Bastrop Apartments LP as recorded in Volume 1795, Page 178, Official Records of Bastrop County, Texas, 6) That called 0.512 acre tract of land described to Olen Russell Jenkins and wife, Mary Jo Jenkins in that certain Assumption Deed as recorded in Volume 275, Page 839, Official Records of Bastrop County, Texas, 7) That $130' \times 120'$ tract of land described to Victor Juarez, Jr. and wife, Mary Juarez in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 257, Page 737, Official Records Bastrop County, Texas, 8) That $80' \times 120'$ tract of land described to John P. Calhoun and wife, Rosa A. Calhoun in that certain Warranty Deed With

Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING
ROBERT C. STEUBING OWNER

517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

(BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS)

Vendor's Lien as recorded in Volume 277, Page 769, Deed Records Bastrop County, Texas, 9) That 80' x 120' tract of land described to Robert L. Miller Sr. and Robert L. Miller Jr., in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 306, Page 593, Official Records Bastrop County, Texas; 10) That 94' x 120' tract of land described to Theresia Brenner Roberts in that certain Warranty Deed With Vendor's Lien as recorded in Volume 256, Page 870, Official Records Bastrop County, Texas, 11) That 94.3' x 120' tract of land described to Ray Barron in that certain Quitclaim Deed as recorded in Volume 289, Page 550, Deed Records Bastrop County, Texas, 12) That 80' x 120' tract of land described to Terry Jackson and wife, Kay Jackson in that certain Assumption Deed as recorded in Volume 346, Page 774, Official Records Bastrop County, Texas, 13) That called 0.304 acre tract of land described to Forrest D. Wilson and Kimberly K. Wilson in that certain General Warranty Deed With Vendor's Lien in Favor of Third Party as recorded in Volume 1244, Page 467, Official Records Bastrop County, Texas, Official Records Bastrop County, Texas, 14) That called 0.2749 acre tract of land described to Khalil Younes in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 1628, Page 350, Official Records of Bastrop County, Texas, 15) That called 0.241 acre tract of land described to Ed Lowden in that certain Warranty Deed as recorded in Volume 164, Page 209, Deed Records Bastrop County, Texas, 16) That called 0.241 acre tract of land described to E. W. Baker in that certain Warranty Deed as recorded in Volume 166, Page 654, Deed Records Bastrop County, Texas, 17) That called 0.390 acre tract of land described to Mary S. Weatherford in that certain Warranty Deed as recorded in Volume 224, Page 402, Deed Records Bastrop County, Texas, 18) The said 0.241 acre tract of land described to Edward Maurice Lowden and Generosa Lowden in the said General Warranty Deed With Vendor's Lien as recorded in said Volume 254, Page 313, Official Records Bastrop County, Texas, the following eight (8) courses:

- 1) North 88°50'27" East, a distance of 75.62 feet to a point for the southeast corner of the said Lot 1, Block A, Bastrop West Commercial, Section 3, same being the southwest corner of the said Lot 1, Bastrop West Commercial, Section 2;
- 2) North 89°38'48" East, a distance of 1186.65 feet to a three-quarter inch inside diameter pipe found for the southeast corner of the said Lot 1, Bastrop West Commercial, Section 2, and the southwest corner of the said Jayavenkat, Ltd., tract of land;
- 3) North 89°35'48" East, a distance of 322.84 feet to a one-half inch iron rod found for the southeast corner of the said Jayavenkat, Ltd., tract of land and the terminus of and intersection of the west line of the said Childers Drive with the north line of the said Tract A-1: 189.952 acre tract of land;
- 4) North 89°33'37" East, passing at a distance of 50.29 feet a five-eighths inch iron rod found at the terminus of and intersection of the east line of the said Childers Drive with the north line of the said Tract A-1: 189.952 acre tract of land, same being the southwest corner of the said Arbors At Bastrop Apartments tract of land, continuing for a **Total Distance** of 596.44 feet to a one-half inch iron rod found for the southeast corner of the said Jenkins tract of land and the southwest corner of the said Juarez tract of land;
- 5) North 89°28'07" East, a distance of 131.08 feet to a one-half inch iron rod found for the southeast corner of the said Juarez tract of land and the southwest corner of the said Calhoun tract of land;
- 6) North 89°52'13" East, a distance of 478.68 feet to a one-half inch iron rod found for the northeast corner of the said Tract A-1: 189.952 acre tract of land, same being the northwest corner of the said Tract B-1: 20.019 acre tract of land and a point on the south line of the said Wilson tract of land;
- 7) North 89°14'39" East, a distance of 159.57 feet to a one-half inch bar found for the southwest corner of the said Lowden tract of land and the southeast corner of the said Younes tract of land;
- 8) North 89°16'43" East, a distance of 380.31 to the **POINT OF BEGINNING**, and containing 37.43 acres of land, more or less, within these metes and bounds.

Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING
ROBERT C. STEUBING OWNER

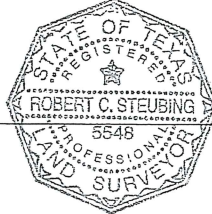
517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

(BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS)

BASIS OF BEARINGS for this survey is the east common dividing line of the said 20.019 acre tract of land and the said Perkins Streets between a one-half inch iron rod found for the northeast corner of said 20.019 acre tract of land and a five-eighths inch iron rod found for an exterior angle corner as South 12°18'11" West as per Volume 1482, Page 70, of the Official Records of Bastrop County, Texas.

I, Robert C. Steubing, a Registered Professional Land Surveyor, do hereby certify that the above survey was made upon the ground, under my supervision in February 2008 and is true and correct according to my best belief and knowledge.

Robert C. Steubing
Robert C. Steubing
Registered Professional Land Surveyor
State of Texas - No. 5548



04/10/08
Date

Agenda Information Sheet:

Planning and Zoning Commission Meeting Date:

March 30, 2017

Public Hearing Description:

Consideration, discussion, and possible action on a request for amendments to the Pecan Park Residential PD (Planned Development) Zoning Classification (Ordinance #2015-15) regarding setbacks, parking requirements and a minor PD amendment process.

Item Summary:

Owner: DM Pecan Park Associates LTD
Zoning: PP-PD, Pecan Park Residential PD (Ord. #2015-15; Attachment 2)
Land Use Plan: Neighborhood Residential, Transitional Residential
Legal Description: 204.576 acres of the Mozea Rousseau Survey, Abstract 56

Request:

DM Pecan Park Associates LTD, would like to propose some modifications/changes to the existing Pecan Park Residential PD (Planned Development) zoning district (Ordinance No. 2015-15) regarding setbacks, parking requirements and a minor amendment process for future modifications (Attachment 3).

1. Reduce the rear setback for the Patio Homes—PD-PH (40 foot lots) and Single Family Select—PD-SFS (50 foot lots), from 15 feet to 10 feet.
2. Remove the off-street guest parking requirement for the Patio Homes.
3. Include an administrative process to approve minor amendment to the PD in the future.

Background:

Representatives from DM Pecan Park Associates LTD, developers of Pecan Park, would like to receive recommendation for approval of the proposed modifications to both the Pecan Park Residential Planned Development (PD).

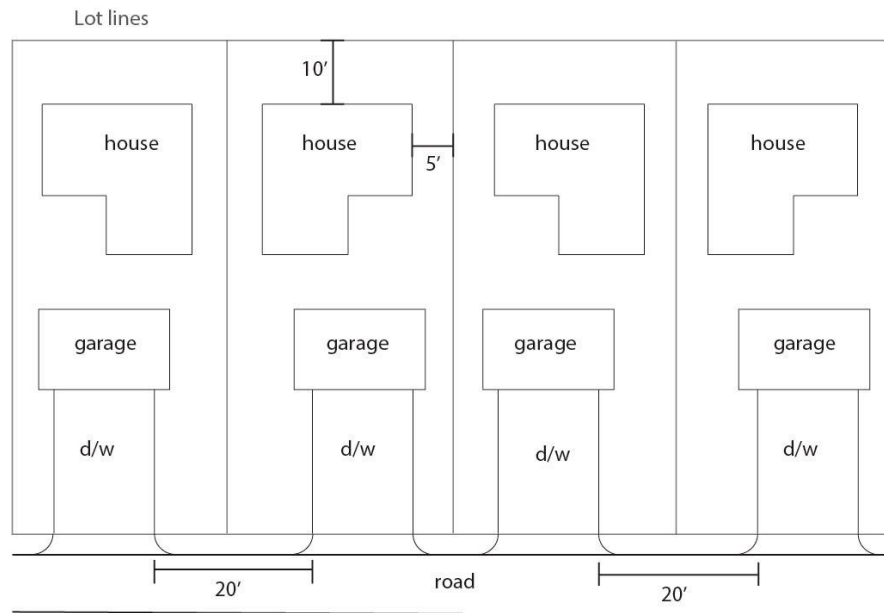
The Pecan Park development is included in four different Planned Development zoning documents.

- Ordinance #2013-05: Pecan Park Residential Section 5
- Ordinance #2015-08: Pecan Park Residential Section 4
- Ordinance #2015-14: Pecan Park Commercial
- Ordinance #2015-15: Pecan Park Residential Sections 1-3, Sections 6-7 and related amenities.

The requested amendments would apply only to Ord. #2015-15, for Sections 1, 2, 3, 6, and 7.

The reduced rear setback is being requested due to the housing style they are considering for the Patio Homes and Single Family Select lots. The house would be located closer to the rear lot line, with a detached garage in front to allow for an interior courtyard/patio (Attachment 4).

The off-street guest parking requirement was included when the original housing style included a tandem garage, leaving only a single car-wide driveway. With this request, the guest parking would not be required when a side-by-side two car garage is included. Additionally, staff is requesting that the driveways must also be configured to leave 20 feet of on-street parking between each set of two lots. See the illustration below.



The developer would like to include an allowance for a minor amendment process to allow for the Planning Director to administratively approve minor changes to standards in the Planned Development requirements. Staff recommends the following language be included:

The Planning Director shall have the authority to administratively approve a minor amendment to the standards and requirements of the Planned Development. A minor amendment is one which: 1) does not increase the overall density and/or traffic impacts of the development; or 2) has no significant adverse impact upon neighboring properties, the public or persons who will occupy or use the proposed development. Changes in allowable uses will not be approved administratively. If there is any question of whether the amendment is minor, the issue shall be referred to the City Manager for final determination.

Comments: Twenty-one (21) adjacent property owner notifications were mailed 3/09/2017. Two (2) public comments have been received in opposition to the requested Amendment at the time of doing this report. A notice ran in the Bastrop Advertiser on March 16, 2017. Responses from notifications are included in your packet and additional notices will be provided at the meeting.

Staff Recommendations: Staff supports the proposed language modifications and changes to the Planned Development as presented in this report, to 1.) Reduce the rear setback for the PD-PH and PD-SFS from 15 feet to 10 feet; 2.) Remove the guest parking requirement from the PD-PH uses; and 3.) Include a minor amendment process for future PD changes.

City Contact:

Wesley Brandon, P.E., Director of Planning and Engineering
Planning and Development Department

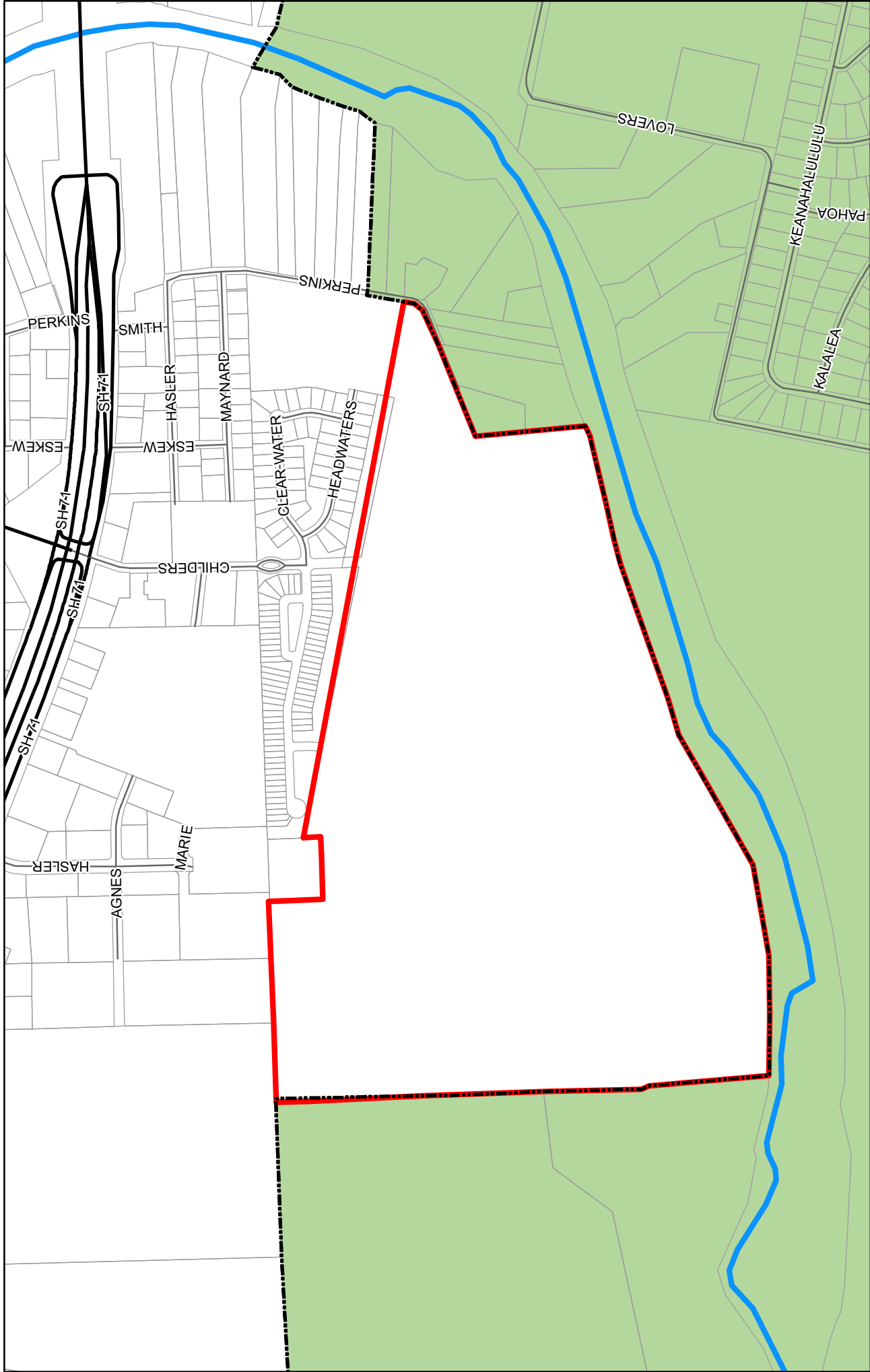
Attachments

Attachment 1: Location Map

Attachment 2: Pecan Park Residential PD Ord #2015-15.

Attachment 3: Applicant's Request

Attachment 4: Housing Type Example



Date: 3/23/2017

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 or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any such information, nor does it warrant that the use would not infringe upon privately owned rights.



N

0 250 500 1,000 Feet

Legend

Pecan Park Residential PD Boundary

Area Ord. 2015-15

Parcels

City Limits

ETJ

BASTROPTX

Heart of the Lost Pines

Est. 1832

ETJ

City Limits

Parcels

Area Ord. 2015-15

Pecan Park Residential PD Boundary

Legend

0 250 500 1,000 Feet

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 or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any such information, nor does it warrant that the use would not infringe upon privately owned rights.

Date: 3/23/2017

ORDINANCE NO. ORD – 2015 - 15

AN ORDINANCE GRANTING A ZONE CHANGE FROM SF7, SINGLE FAMILY RESIDENTIAL AND A/OS –AGRICULTURAL/OPEN SPACE TO PD, RESIDENTIAL PLANNED DEVELOPMENT FOR APPROXIMATELY 204.576 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 LOCATED AT THE TERMINUS OF CHILDERS DRIVE WITHIN THE CITY LIMITS OF BASTROP, TEXAS AS PART OF THE OVERALL PECAN PARK CONCEPTUAL PLAN; SETTING OUT CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, DM Pecan Park Associates, LTD, Duke McDowell (hereinafter referred to as “Applicant”) submitted a request for a zone change from SF7, Single Family Residential and A/OS – Agricultural/Open Space to PD, Residential Planned Development for approximately 204.576 acres situated in the Mozea Rousseau Survey, Abstract 56, located at the terminus of Childers Drive within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, a copy of the Metes and Bounds Survey and location map is attached hereto as Exhibit “A” (the “Property”); and

WHEREAS, the Property is currently zoned as SF7, Single Family Residential and A/OS – Agricultural/Open Space; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on July 30, 2015; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended a PD, Residential Planned Development zoning designation for the Property, See Exhibit A-1; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on August 11, 2015 to consider the Applicant’s request to rezone the Property to PD, Residential Planned Development; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds that it is in the public interest to approve the rezoning of the Property, which is currently zoned as SF7, Single Family Residential and A/OS – Agricultural/Open Space, to a new designation of PD, Residential Planned Development.

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

Part 1: The Property, situated in Mozea Rousseau Survey, Abstract No. 56 located at the terminus of Childers Drive within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit “A” and “A-1”, shall be and is hereby rezoned from its prior designation of SF7, Single Family Residential and A/OS – Agricultural/Open Space to a new zoning designation of PD, Residential Planned Development.

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

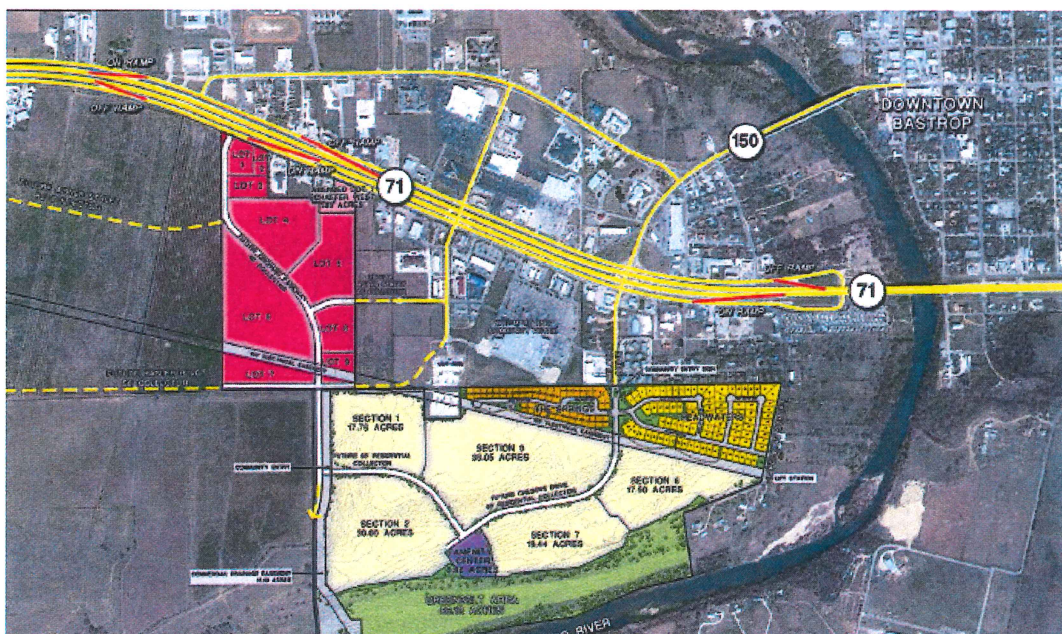
Part 3: The Zoning Ordinance standards should be amended as follows:

<u>District</u>	<u>Min. Lot Area</u>	<u>Min. Dwelling Unit Size</u>	<u>Min. Lot Width</u>	<u>Min. Lot Depth</u>	<u>Min. Front Yard</u>	<u>Min. Interior Side Yard</u>	<u>Min. Side when two-story & adj. SF Zone</u>	<u>Min. Ext. Yard (See Sec.43.3)</u>	<u>Min. Rear Yard</u>	<u>Min. Rear when two-story & Adj. SF Zone</u>	<u>Max. Height of Build</u>	<u>Max. Lot Coverage by Build</u>
PD-SFE	8,400 sq. ft.	1,800 sq.ft.	70'	120'	20'-25'	10'		15'	20'		2.5 stories 35'	60%
PD-SFG (Sec 5)	7,800 sq. ft.	1,000 sq. ft.	65'	120'	20'-25'	7.5'		15'	15'		2.5 stories 35'	60%
PD-SFS	6,000 sq. ft.	1,200 sq. ft.	50'	120'	20'-25'	5'		15'	15'		2.5 stories 35'	75%
PD SFA (Sec 4)	4,000 sq. ft.	1,200 sq. ft.	34'	120'	20' - 25'	5'		10'	20'		2.5 stories 35'	70%
PD PH Not Allowed in Section 6	4,600 sq. ft.	1,000 sq. ft.	40'	115'	20' - 25'	5'		10'	15'		2.5 stories 35'	75%
PD SFC Not Allowed in Section 6	1 acres	900 sq. ft.	75'	100''	15' - 20'	10'		10'	10'		2.5 stories 35'	75%

- **PD-SFE – Single Family Estate** – Larger lots, minimum lot size 70' x 120', minimum home size 1,800 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least twenty feet (20') apart, ten feet (10') from the property line. 25% maximum acreage
- **PD-SFG – Single Family Grand** – Traditional lots, minimum lot size 65' x 120', home size 1,000 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least fifteen feet (15') apart, seven and one-half feet (7.5') from the property line. 30% maximum acreage
- **PD-SFS – Single Family Select** – Traditional lots, minimum lot size 50' x 120', home size 1,200 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5') from the property line. 45% maximum acreage
- **PD-SFA – Single Family Attached Housing** – Townhome style lots, minimum lot size 34' x 120', home size 1,200 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5') from the property line. 25% maximum acreage
- **PD-PH – Patio Home** - minimum lot size 40' x 115', home size 1,000 square feet; staggered 20'-25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5') from the property line. 30% maximum acreage (Not allowed in Section 6)
- **PD-SFC – Single Family Condominium** –Cluster type housing, areas that will provide a variety of housing styles, minimum lot size one (1) acre, minimum unit size 900 square feet; staggered 20'-25' front building setbacks, Minimum rear setback from any adjacent residential will be fifteen feet (15'). Minimum side setback from an adjacent building will be ten feet (10'). 15% maximum acreage (Not allowed in Section 6)

Other-Use Categories –

- **PD-CA – Use for Public & Private Parks, Trail Systems, Public Utility Services, Drainage Channels, Roadways, Private Community Amenity Areas** that may be accompanied by retail, food, and beverage, and accessory uses, which will meet site development permitting in the City of Bastrop.



Standards for all homes in the residential areas will meet the criteria:

- **C,C&Rs** - Other regulations and restrictions will be established by the Development's C,C,& R's and Design Guideline Standards that will be created for each section. Those Design Guideline Standards will include provisions for limiting house plan elevations, building street setbacks, home exterior selections and uniform standards for landscaping
- **Exterior Masonry Requirements** - Minimum Masonry Requirements will be set at 75%. Masonry includes: brick, stone, stucco, and hardiplank,
- **Landscaping** - Use of drought-resistant landscaping or water-conserving techniques in the Development is encouraged. Xeriscaping will be allowed in certain instances in the common areas and at residences in accordance with that certain Xeriscaping Policy set forth in the Development Area's Declaration and each area's Design Guidelines. All landscapes and landscaping must be approved by the Developer prior to installation. To further help conserve water, large expansive areas of natural grass and vegetation shall not be required to be irrigated. The use of drip irrigation is encouraged.
- **Front Setbacks** - All of these Land Use Districts will be allowed to have staggered, 20' - 25' building setbacks to help achieve aesthetically pleasing street view. All front setbacks will be measured from the property line or right-of-way. At minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.
- **Maximum Lot Coverage** - The percentage determined by dividing (a) the gross area of the lot (in square feet) by (b) the footprint of the main building; and any swimming pools surface area including decks.
- **Utilities** - All utilities shall be provided separately to each lot so that each unit will be individually metered
- **Site Plans** - A site plan will be submitted at time of home development within a section of the Development
- **Recreational vehicles** - Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes and will be hidden from public view.
- **Fencing** - Electrical Fencing and barbed wire is prohibited as perimeter fencing. Only 6' Cedar, Wrought Iron or masonry fencing will be allowed.
- **Yard Storage Facilities** - Open storage is prohibited (except for materials for the resident's personal use or consumption (i.e. firewood, gardening materials, etc.)
- **Side Entry Garages** - Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the garage door to the side property line for maneuvering.

- **Roofs** - All residential structures shall have roof slopes with a minimum of 3:12 pitch
- **Road Standards** -Cul-de-sac shall comply with the current Fire Code adopted by the City of Bastrop Distances are measured from centerline of the intersecting street to the center of the bulb of the Cul-de-sac. Turnarounds shall have a minimum pavement diameter of ninety-six (96) feet. Hammerhead turnarounds may be permitted if approved by the Fire Department.
- **Roadway Improvements** – Brick or stone pavers will be allowed across paved roadway services to create an aesthetically pleasing look for the area roadways and to promote additional safety control of roadway traffic speeds.
- **Condominium Areas** - Condominium areas will have the flexibility to have private roadways, gated entrances, twenty-six (26) foot wide streets and street design configurations that will benefit the overall intended look for those areas. Walkway paths would be allowed rather than sidewalks along the roadways. A Site Development Plan will be submitted.
- **Guest Parking** - Shared Guest Parking will be provided in the following Land Use District; PD-SFA, PD-PH, and PD-SFC.

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

Part 5: This ordinance shall 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 ACKNOWLEDGED on First Reading on the 11th day of August 2015.

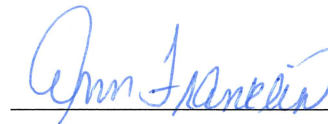
READ and APPROVED on the Second Reading on the 25th day of August 2015.

APPROVED:



Kenneth W. Kesselus, Mayor
Mayor

ATTEST:



Ann Franklin
City Secretary

Exhibit A

HEARITIGE SURVEYING, CO.

TIM. D. HEARITIGE
727 West Point Loop
West Point, Texas 78963

Registered Professional Land Surveyor No. 5036
Licenced State Land Surveyor
Phone (979)242-3485

July 20, 2004

FIELD NOTE DESCRIPTION OF 242.006 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (282.1 ACRE) TRACT OF LAND CONVEYED TO K.G. SCHAEFER IN A DEED AS RECORDED IN VOLUME 100 PAGE 376 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO FRANCES SCHAEFER BUCKHAULTS IN A WILL AS RECORDED IN VOLUME 82 PAGE 483 OF THE PROBATE RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (16.007 ACRE) TRACT OF LAND CONVEYED TO JULIA JEAN RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 658 PAGE 429 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF THAT CERTAIN (1.012 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG AND JULIE S. RABENSBURG IN A DEED AS RECORDED IN VOLUME 555 PAGE 138 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO ALL OF THAT CERTAIN (5.134 ACRE) TRACT OF LAND CONVEYED TO JULIE S. RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 813 PAGE 508 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (20.000 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG, JR. IN A CONTRACT OF SALE AND PURCHASE AS DESCRIBED AND RECORDED IN VOLUME 332 PAGE 547 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (6.500 ACRE) TRACT OF LAND CONVEYED TO LYNN MARIE OUALLINE IN A DEED AS RECORDED IN VOLUME 831 PAGE 246 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (1.500 ACRE) TRACT OF LAND CONVEYED TO JULIE JEAN RABENSBURG AND LYNN MARIE OUALLINE, AS TRUSTEES FOR JAMIE LYNN MARTIN IN A DEED AS RECORDED IN VOLUME 329 PAGE 579 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the base of a fence corner post, being at the most southeasterly corner of that certain (100 acre) tract of land conveyed to K.G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, and also being in the northerly line of that certain (282.1 acre) tract conveyed to K.G. Schaefer in the same deed, said tracts being a portion of those tracts of land conveyed to Frances Schaefer Buckhaults in a will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, said iron rod also being the southwesterly corner of that certain (17.516 acre) tract of land conveyed to the Merle Arnold Prokop, Jr. Revocable Living Trust, dated November 22, 1991 in a deed as recorded in Volume 617 Page 308 of the Official Records of Bastrop County, Texas, and also being for the most northeasterly corner of that certain (16.007 acre) tract of land conveyed to Julie Jean Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 658 Page 429 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Prokop tract N 89 deg. 37' 52" E 387.06 feet to a ¾" iron pipe found at the most southwesterly corner of Lot 3 of the Beck, NHP, and Prokop Subdivision, Section One, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 191B of the Plat Records of Bastrop County, Texas,

THENCE, with southerly line of said Lot 3, N 89 deg. 32' 41" E 322.40 feet to a capped ½" iron rod found at the most northwesterly corner of that certain (2.798 acre) tract of land conveyed to the Lower Colorado River Authority (L.C.R.A.) in a deed as recorded in Volume 1132 Page 490 of the Official Records of Bastrop County, Texas,

THENCE, with the bounds of the L.C.R.A. tract, S 00 deg. 26' 02" E 325.06 feet to a capped iron rod found, N 89 deg. 34' 02" E 374.92 feet to a capped iron rod found, and N 00 deg. 25' 55" W 324.98 feet to a capped ½" iron rod found in the southerly line of Lot 1, Block A, of Bastrop West Commercial, Section 3, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 110A of the Plat Records of Bastrop County, Texas,

THENCE, with the southerly line of said Lot 1, Block A, N 88 deg. 48' 06" E 75.62 feet to a ½" iron rod found at the southwesterly corner of Lot 1, of Bastrop West Commercial, Section 2, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 2 Slide 377B of the Plat Records of Bastrop County, Texas,

Exhibit A

Page 2
242.006 acres

THENCE, with the southerly line of said Lot 1, N 89 deg. 37' 24" E 1186.72 feet to a 3/4" iron pipe found at the base of a fence corner post, being at the most southwesterly corner of that certain (0.947 acre-Lot 1) tract of land conveyed to the Utley Cattle Limited Partnership in a deed as recorded in Volume 1012 Page 907 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of said Cattle tract, N 89 deg. 34' 36" E 322.83 feet to a 1/2" iron rod found at the southwesterly terminus of Childers Drive,

THENCE, N 89 deg. 33' 34" E, passing at or about 50' the southeasterly terminus of Childers Drive, and being the southwesterly corner of that certain (4.096 acre) tract of land conveyed to FM Partners, VII in a deed as recorded in Volume 400 Page 353 of the Official Records of Bastrop County, Texas, and continuing on the same course, with the southerly line of the Partners tract, and passing the most southwesterly corner of that certain (0.512 acre) tract of land conveyed to Ofen Russell Jenkins and Mary Jo Jenkins in a deed as recorded in Volume 275 Page 839 of the Official Records of Bastrop County, Texas, at or about 410.55 feet, and continuing on the same course another 186 feet for a total distance of 596.55 feet to a 1/2" iron rod found at the southwesterly corner of that certain (130' X 120') tract of land conveyed to Victor Juarez, Jr. and Mary Ann Juarez in a deed as recorded in Volume 257 Page 737 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Juarez tract, N 89 deg. 26' 57" E 131.02 feet to a 1/2" iron rod found at the most southwesterly corner of that certain (80' X 120') tract of land conveyed to John P. Calhoun and Rose A. Calhoun in a deed as recorded in Volume 277 Page 769 of the Deed Records of Bastrop County, Texas,

THENCE, with the southerly line of the Calhoun tract, N 89 deg. 52' 01" E, passing the southwesterly corner of that certain (80' X 120') tract of land conveyed to Robert L. Miller, Sr. and Robert L. Miller, Jr. in a deed as recorded in Volume 306 Page 593 of the Official Records of Bastrop County, Texas, at or about 80' and continuing on the same course, and passing southwesterly corner of that certain (94' X 120') tract of land conveyed to Theresia Brenner Roberts in a deed as recorded in Volume 256 Page 870 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on that same course, and passing the most southwesterly corner of that certain (94.3' X 120') tract of land conveyed to Ray Barron in a deed as recorded in Volume 289 Page 550 of the Official Records of Bastrop County, Texas, at or about 94', and continuing on the same course and passing the most southwesterly corner of that certain (80' X 120') tract of land conveyed to Terry Jackson and Kay Jackson in a deed as recorded in Volume 346 Page 774 of the Official Records of Bastrop County, Texas, at or about 94.3', and continuing on the same course, and passing the most southwesterly corner of that certain (0.304 acre) tract of land conveyed to Forrest D. Wilson and Kimberly K. Wilson in a deed as recorded in Volume 1244 Page 467 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on the same course another 50.35 feet for a total distance of 478.65 feet to a 1/2" iron rod found at the most northwesterly corner of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Wilson tract, N 89 deg. 14' 29" E, passing the southwesterly corner of that certain (0.2749 acre) tract of land conveyed to Debra L. Perry and Douglas L. Perry in a deed as recorded in Volume 1250 Page 763 of the Official Records of Bastrop County, Texas, at or about 60' and continuing on the same course another 99.62 feet for a total distance of 159.62 feet to a 1/2" iron rod found at the most southwesterly corner of that certain (0.241 acre) tract of land conveyed to Ed Lowden in a deed as recorded in Volume 164 Page 209 of the Deed Records of Bastrop County, Texas,

THENCE, with the southerly line of the Lowden tract, N 89 deg. 15' 43" E, passing the southwesterly corner of that certain (0.241 acre) tract of land conveyed to E. W. Baker in a deed as recorded in Volume 166 Page 654 of the Deed Records of Bastrop County, Texas, at or about 87.56 feet, and continuing on the same course, and passing the southwesterly corner of that certain (0.390 acre) tract of land conveyed to Mary S. Weatherford in a deed at or about another 87.56 feet, and passing the southwesterly corner of the Lowden (0.241 acre) tract at or about another 118 feet, in all a total distance of 380.31 feet to a 1/2" iron rod found in the westerly right-of-way line of Perkins Street, being for the most northwesterly corner of this tract,

THENCE, with the westerly right-of-way line of Perkins Street (as found fenced and used on the ground, and as described in the Rabensburg (20.000 acre) description) S 12 deg. 18' 11" W 1044.05 feet to a 60d nail found at the base of a fence corner post, being at an angle in the right-of-way line of Perkins Street, and being at the most southeasterly corner of this tract,

THENCE, with the northerly right-of-way line of Perkins Street S 68 deg. 40' 21" W 863.76 feet to a 1/2" iron rod set at the most northwesterly corner of that certain (1.626 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 421 Page 607 of the Official Records of Bastrop County, Texas,

Exhibit A

Page 3
242.006 acres

THENCE, with the westerly line of the Oualline (1.626 acre) tract, S 07 deg. 34' 14" E, passing a ½" iron rod set at the most southwesterly corner of the Oualline (1.626 acre) tract at 286.78 feet, and continuing on the same course another 365.40 feet, for a total distance of 652.18 feet to a point on the low bank of the Colorado River, being for the most southeasterly corner of this tract,

THENCE, with the low bank of the Colorado River, S 73 deg. 46' 04" W 53.45 feet to a point at the most southeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas,

THENCE, with the low bank of the Colorado River S 77 deg. 26' 05" W 481.30 feet to a point for the most southerly corner of the Oualline (6.500 acre) tract and being for the most southerly corner of this tract,

THENCE, with the low bank of the Colorado River the following six (6) general courses:

- 1) S 67 deg. 28' 34" W 758.29 feet,
- 2) S 81 deg. 36' 16" W 670.03 feet,
- 3) S 77 deg. 41' 19" W 346.22 feet,
- 4) S 71 deg. 49' 38" W 506.08 feet,
- 5) S 76 deg. 00' 10" W 638.98 feet,
- 6) S 85 deg. 52' 23" W 554.84 feet to a point on the low bank of the Colorado River where the fence between the Schaefer (282.10 acre) tract and that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, being for the most southwesterly corner of this tract,

THENCE, with the fence between the Schaefer (282.1 acre) tract and the Cantrell tract, N 03 deg. 10' 00" W 418.69 feet, and N 05 deg. 54' 13" W 313.26 feet to a capped ½" iron rod found at the most southwesterly corner of that certain (5.134 acre) tract of land conveyed to Julie S. Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 818 Page 508 of the Official Records of Bastrop County, Texas,

THENCE, with the westerly line of the Rabensburg (5.134 acre) tract, N 00 deg. 30' 49" E 781.27 feet to a ½" iron rod found in the concrete around a fence corner post at the most southwesterly corner of that certain (1.012 acre) tract, conveyed to Carl G. Rabensburg and Julie S. Rabensburg in a deed as recorded in Volume 555 Page 138 of the Official Records of Bastrop County, Texas,

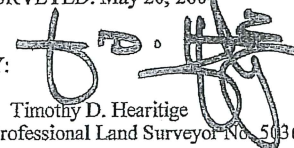
THENCE, with the westerly line of the Rabensburg (1.012 acre) tract of land N 00 deg. 12' 05" W 350.02 feet to a capped ½" iron rod found at the most westerly southwest corner of the Rabensburg (16.007 acre) tract,

THENCE, with the westerly line of the Rabensburg (16.007 acre) tract, N 00 deg. 25' 59" E 1016.05 feet to a ½" iron rod found at the base of a fence corner post, being in the southerly line of the Schaefer (100 acre) tract of land, and being for the most northwesterly corner of this tract,

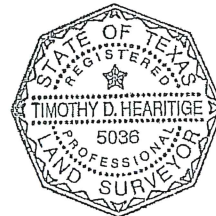
THENCE, with the northerly line of the Rabensburg (16.007 acre) tract, N 89 deg. 26' 27" E 444.41 feet to the **PLACE OF BEGINNING**, in all containing 242.006 acres of land.

SURVEYED: May 20, 2004

BY:


Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



see accompanying map no. B 120002

Exhibit A

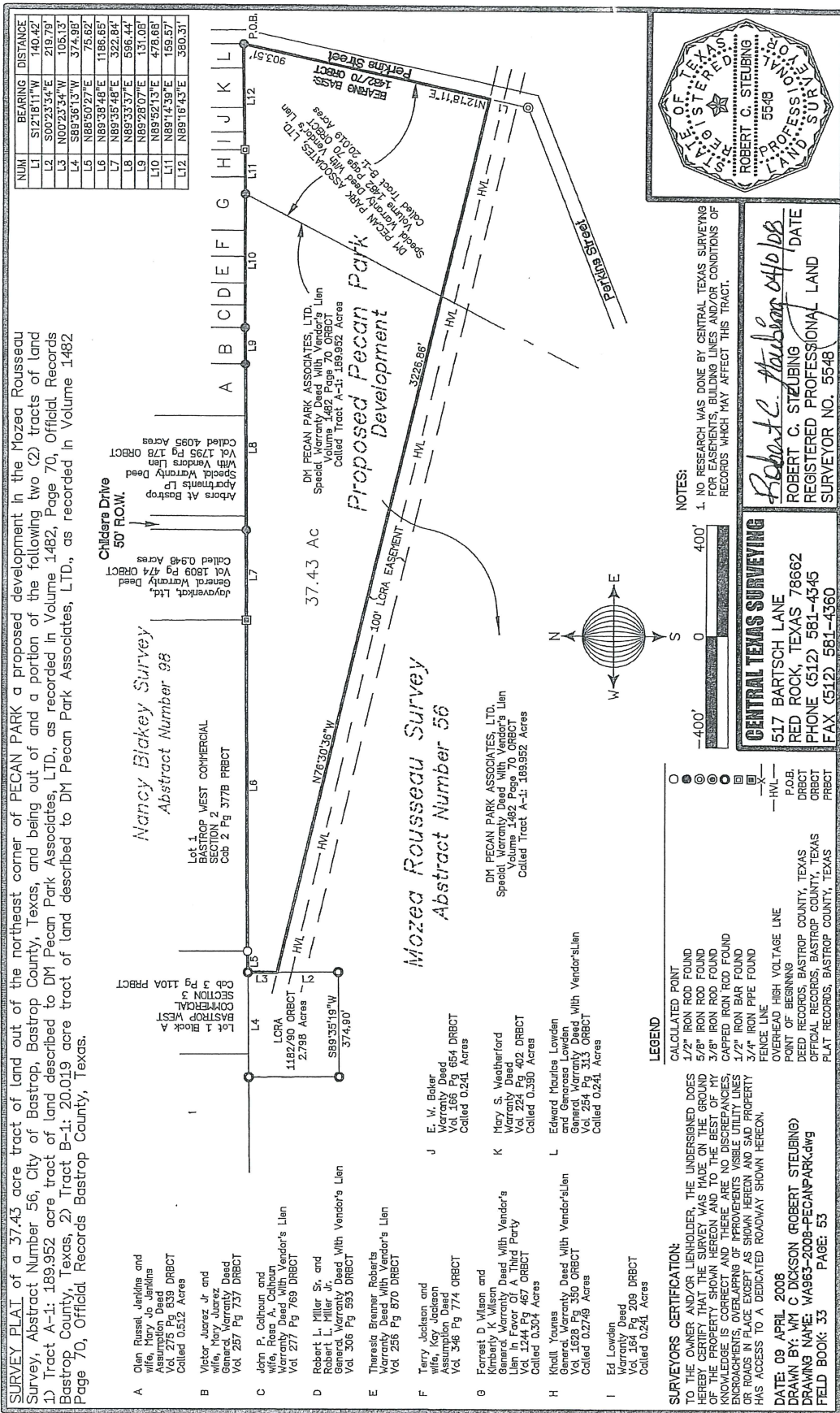


Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING
ROBERT C. STEUBING OWNER
517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, AND BEING OUT OF AND A PORTION OF THE FOLLOWING TWO (2) TRACTS OF LAND: 1) TRACT A-1: 189.952 ACRE TRACT OF LAND DESCRIBED TO DM PECAN PARK ASSOCIATES, LTD., IN THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 1482, PAGE 70, OFFICIAL RECORDS BASTRO COUNTY, TEXAS, 2) TRACT B-1: 20.019 ACRE TRACT OF LAND DESCRIBED TO DM PECAN PARK ASSOCIATES LTD., IN THAT SAME SPECIAL WARRANTY DEED RECORDED IN VOLUME 1482, PAGE 70, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, SAID 37.43 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron rod found on the west line of Perkins Street for the southeast corner of that tract of land described to Edward Maurice Lowden and Genarose Lowden in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 254, Page 313, of the Deed Records of Bastrop County, Texas and the northeast corner of said 20.019 acre tract of land, same being the northeast corner of the herein described 37.43 acre tract of land;

THENCE South $12^{\circ}18'11''$ West, along the common dividing line of said Perkins Street and said 20.019 acre tract of land, a distance of 903.51 feet to a calculated point at the intersection of the east line of said 20.019 acre tract of land with the north line of that certain 100 foot Easement described to LCRA Transmission Services Corporation as recorded in Volume C, Page 477, of the Official Records of Bastrop County, Texas for the southeast corner of the herein described 37.43 acre tract of land and from this point a five-eighths capped iron rod found for the most southeasterly corner of the said 20.019 acre tract of land bears South $12^{\circ}18'11''$ West, a distance of 140.42 feet;

THENCE North $76^{\circ}30'36''$ West, through said and severing from said 20.019 acre tract of land and said 189.952 acre tract of land, a same being along the north line of said LCRA 100 foot transmission easement a distance of 3226.86 feet to a calculated point on the east line of that certain 2.798 acre tract of land described to Transmission Services Corporation as recorded in Volume 1182, Page 90, of the Official Records of Bastrop County, Texas for the southwest corner of the herein described 37.43 acre tract of land and from this point a capped iron rod found bears South $00^{\circ}23'34''$ East, a distance of 219.79 feet for the southeast corner of the said LCRA 2.798 acre tract of land;

THENCE North $00^{\circ}23'34''$ West, along the common dividing line of said 2.798 acre tract of land and said 189.952 acre tract of land, a distance of 105.13 feet to a capped iron rod found on the common dividing line of said 189.952 acre tract of land and Lot 1, Block A, Bastrop West Commercial, Section 3, a subdivision in Bastrop County, Texas, according to the plat recorded in Plat Cabinet 3, Page 110A, of the Plat Records of Bastrop County, Texas, same being the northeast corner of the said LCRA 2.798 acre tract of land;

THENCE along a portion of the north line of the said Tract A-1: 189.952 acre tract of land, along the north line of the said Tract B-1: 20.019 acre tract of land and along the south line of the following eighteen (18) tracts of land: 1) The said Lot 1, Block A, Bastrop West Commercial, Section 3, 2) Lot 1, Bastrop West Commercial, Section 2, a subdivision in Bastrop County, Texas, according to the plat recorded in Plat Cabinet 2, Page 377B, of the Plat Records of Bastrop County, Texas, 3) That called 0.948 acre tract of land described to Jayavenkat, LTD., in that certain General Warranty deed a recorded in Volume 1809, Page 474, Official Records of Bastrop County, Texas, 4) Terminus of Childers Drive, a street in the City of Bastrop, Bastrop County, Texas, 5) That called 4.095 acre tract of land described to Arbors At Bastrop Apartments LP as recorded in Volume 1795, Page 178, Official Records of Bastrop County, Texas, 6) That called 0.512 acre tract of land described to Olen Russell Jenkins and wife, Mary Jo Jenkins in that certain Assumption Deed as recorded in Volume 275, Page 839, Official Records of Bastrop County, Texas, 7) That $130' \times 120'$ tract of land described to Victor Juarez, Jr. and wife, Mary Juarez in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 257, Page 737, Official Records Bastrop County, Texas, 8) That $80' \times 120'$ tract of land described to John P. Calhoun and wife, Rosa A. Calhoun in that certain Warranty Deed With

Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING

ROBERT C. STEUBING OWNER

517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

(BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS)

Vendor's Lien as recorded in Volume 277, Page 769, Deed Records Bastrop County, Texas, 9) That 80' x 120' tract of land described to Robert L. Miller Sr. and Robert L. Miller Jr., in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 306, Page 593, Official Records Bastrop County, Texas; 10) That 94' x 120' tract of land described to Theresia Brenner Roberts in that certain Warranty Deed With Vendor's Lien as recorded in Volume 256, Page 870, Official Records Bastrop County, Texas, 11) That 94.3' x 120' tract of land described to Ray Barron in that certain Quitclaim Deed as recorded in Volume 289, Page 550, Deed Records Bastrop County, Texas, 12) That 80' x 120' tract of land described to Terry Jackson and wife, Kay Jackson in that certain Assumption Deed as recorded in Volume 346, Page 774, Official Records Bastrop County, Texas, 13) That called 0.304 acre tract of land described to Forrest D. Wilson and Kimberly K. Wilson in that certain General Warranty Deed With Vendor's Lien in Favor of Third Party as recorded in Volume 1244, Page 467, Official Records Bastrop County, Texas, Official Records Bastrop County, Texas, 14) That called 0.2749 acre tract of land described to Khalil Younes in that certain General Warranty Deed With Vendor's Lien as recorded in Volume 1628, Page 350, Official Records of Bastrop County, Texas, 15) That called 0.241 acre tract of land described to Ed Lowden in that certain Warranty Deed as recorded in Volume 164, Page 209, Deed Records Bastrop County, Texas, 16) That called 0.241 acre tract of land described to E. W. Baker in that certain Warranty Deed as recorded in Volume 166, Page 654, Deed Records Bastrop County, Texas, 17) That called 0.390 acre tract of land described to Mary S. Weatherford in that certain Warranty Deed as recorded in Volume 224, Page 402, Deed Records Bastrop County, Texas, 18) The said 0.241 acre tract of land described to Edward Maurice Lowden and Generosa Lowden in the said General Warranty Deed With Vendor's Lien as recorded in said Volume 254, Page 313, Official Records Bastrop County, Texas, the following eight (8) courses:

- 1) North 88°50'27" East, a distance of 75.62 feet to a point for the southeast corner of the said Lot 1, Block A, Bastrop West Commercial, Section 3, same being the southwest corner of the said Lot 1, Bastrop West Commercial, Section 2;
- 2) North 89°38'48" East, a distance of 1186.65 feet to a three-quarter inch inside diameter pipe found for the southeast corner of the said Lot 1, Bastrop West Commercial, Section 2, and the southwest corner of the said Jayavenkat, Ltd., tract of land;
- 3) North 89°35'48" East, a distance of 322.84 feet to a one-half inch iron rod found for the southeast corner of the said Jayavenkat, Ltd., tract of land and the terminus of and intersection of the west line of the said Childers Drive with the north line of the said Tract A-1: 189.952 acre tract of land;
- 4) North 89°33'37" East, passing at a distance of 50.29 feet a five-eighths inch iron rod found at the terminus of and intersection of the east line of the said Childers Drive with the north line of the said Tract A-1: 189.952 acre tract of land, same being the southwest corner of the said Arbors At Bastrop Apartments tract of land, continuing for a **Total Distance** of 596.44 feet to a one-half inch iron rod found for the southeast corner of the said Jenkins tract of land and the southwest corner of the said Juarez tract of land;
- 5) North 89°28'07" East, a distance of 131.08 feet to a one-half inch iron rod found for the southeast corner of the said Juarez tract of land and the southwest corner of the said Calhoun tract of land;
- 6) North 89°52'13" East, a distance of 478.68 feet to a one-half inch iron rod found for the northeast corner of the said Tract A-1: 189.952 acre tract of land, same being the northwest corner of the said Tract B-1: 20.019 acre tract of land and a point on the south line of the said Wilson tract of land;
- 7) North 89°14'39" East, a distance of 159.57 feet to a one-half inch bar found for the southwest corner of the said Lowden tract of land and the southeast corner of the said Younes tract of land;
- 8) North 89°16'43" East, a distance of 380.31 to the **POINT OF BEGINNING**, and containing 37.43 acres of land, more or less, within these metes and bounds.

Exhibit A

CENTRAL TEXAS SURVEYING

PROFESSIONAL LAND SURVEYING
ROBERT C. STEUBING OWNER

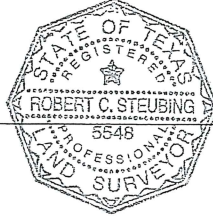
517 BARTSCH LANE • RED ROCK, TEXAS 78662 • PHONE (512) 581-4345 • FAX (512) 581-4360

(BEING A 37.43 ACRE TRACT OF LAND OUT OF THE NORTHEAST CORNER OF PECAN PARK, A PROPOSED DEVELOPMENT, IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS)

BASIS OF BEARINGS for this survey is the east common dividing line of the said 20.019 acre tract of land and the said Perkins Streets between a one-half inch iron rod found for the northeast corner of said 20.019 acre tract of land and a five-eighths inch iron rod found for an exterior angle corner as South 12°18'11" West as per Volume 1482, Page 70, of the Official Records of Bastrop County, Texas.

I, Robert C. Steubing, a Registered Professional Land Surveyor, do hereby certify that the above survey was made upon the ground, under my supervision in February 2008 and is true and correct according to my best belief and knowledge.

Robert C. Steubing
Robert C. Steubing
Registered Professional Land Surveyor
State of Texas - No. 5548



04/10/08
Date



DM Pecan Park Associates, Ltd.
1310 Ranch Road 620 South, Suite B-200
Austin, Texas 78734
Office (512) 263-2214

March 6, 2017

Mr. Wesley Brandon P.E.
Director of Planning and Development
Ms. Jennifer Bills, AICP, LEED AP
Assistant Planning Director
City of Bastrop Planning Department
1311 Chestnut Street
Bastrop, Texas 78602

Re: River's Bend at Pecan Park
Amendment Request to Ordinance No. Ord. – 2015 - 15

Dear Mr. Brandon and Ms. Bills,

River's Bend at Pecan Park continues its success thanks to many factors starting with the City Council, P&Z, your staff and the excellent group of Builders that we have been able to work with in the subdivision. As we have discussed throughout this process, our hope is to attract the best builders that we can and to offer several different home product styles and price ranges to accommodate the housing needs of the City. In our attempt to facilitate that desire, it has become apparent to us that a few modifications to our Pecan Park Residential Zoning Ordinance would help us expand into additional, very attractive home styles and subdivision designs which will help make this a subdivision recognized as a quality asset for the City and a quality standard for future developments.

There are a few amendments that we would like to request to the current Ordinance. We feel they are reasonable and will help us provide more affordable housing, be a better fit for our new Bastrop residents and aid our Builders and improve the development of the project.

Our request can be summarized in a few paragraphs.

1. We request a modification to the rear setbacks for our 40' and 50' lots (Zoning Districts: Patio Home, "PD-PH" and Single Family Select, "PD-SFS"). Per the Ordinance, the rear setback is currently established at 15'. We request that the rear setback for both of those Districts be reduced to 10'. We have found that most surrounding central Texas cities have setbacks similar to our request. We have recently been approached by a successful quality builder who wants to build in our community. They have been very successful with a home design that has a center interior courtyard, which provides a nice alternative to the conventional style homes with the backyard area located behind the house. Although our lots are at a good 120' depth, considering the desired driveway depths, garage offsets, and desire for large well-landscaped interior courtyards, the current setback requirement makes their courtyard plan designs impossible to accomplish. Your approval of our request will help make their plans more workable, functional and aesthetically pleasing.



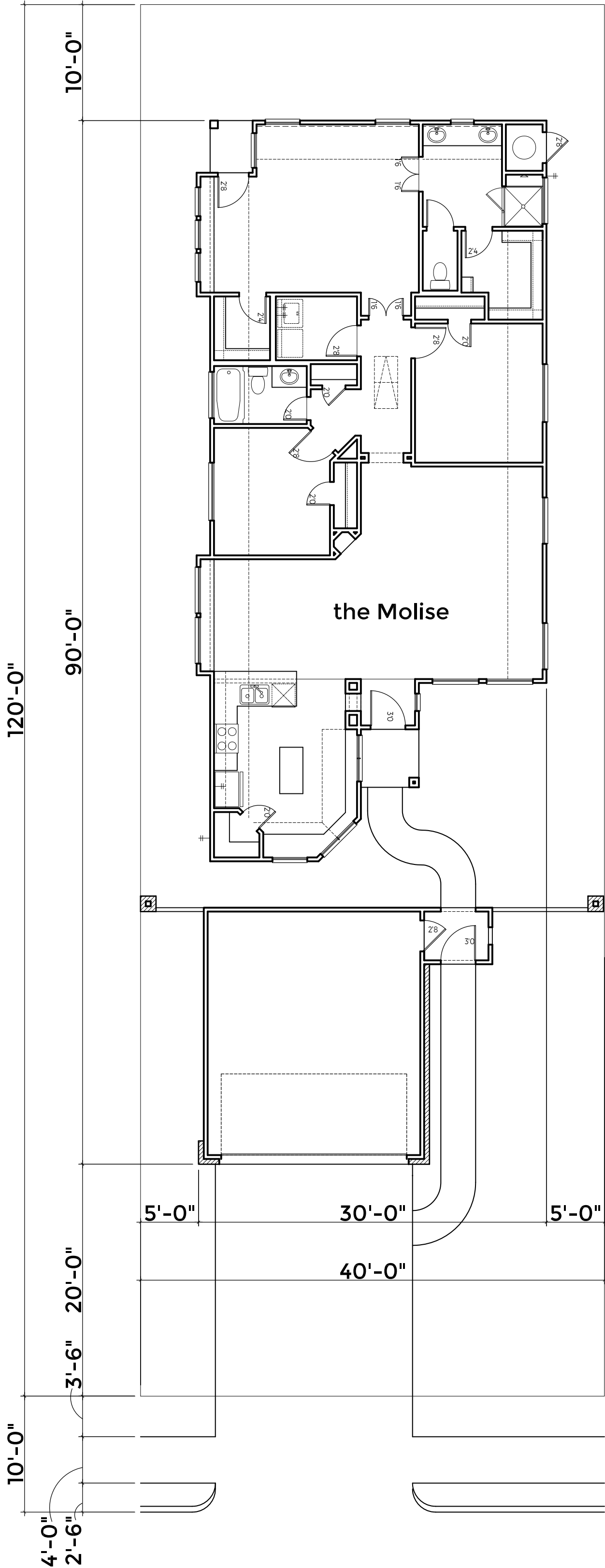
2. Per the current Ordinance, the Patio Home (PD-PH) areas are required to have shared guest parking. That additional parking would be located within the City's public street. We request that if our recorded Design Guidelines for a Patio Home Section requires, at minimum, that each home located within that Section must have an enclosed two-car garage, additional guest parking would not be required in that Section. We hope that you will agree that the 2-car enclosed garage requirement and the stipulated driveway depths required by the current Ordinance should provide adequate guest parking.
3. Regarding future Amendments to this Ordinance, due to the fact that the property comprises a significant land area and its development will occur in phases over a number of years, we request that minor amendments may be made to the Ordinance, administratively approved by the Director of the City's Planning Department. If there is any question of whether the amendment is minor, the issue shall be referred to the City Manager for final determination.

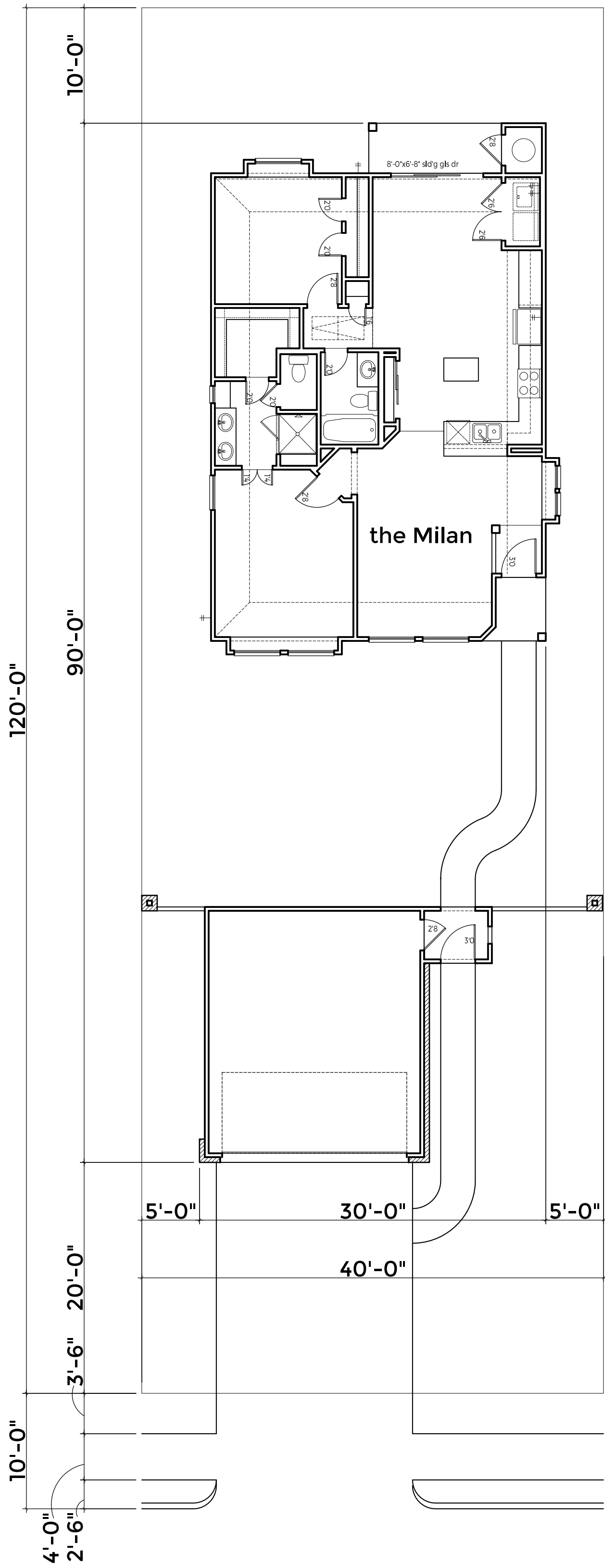
We sincerely appreciate your consideration for the above amendments to our current Zoning Ordinance. Please let us know if there is anything we can do to help expedite this request. It is of most importance that we receive a favorable and timely response.

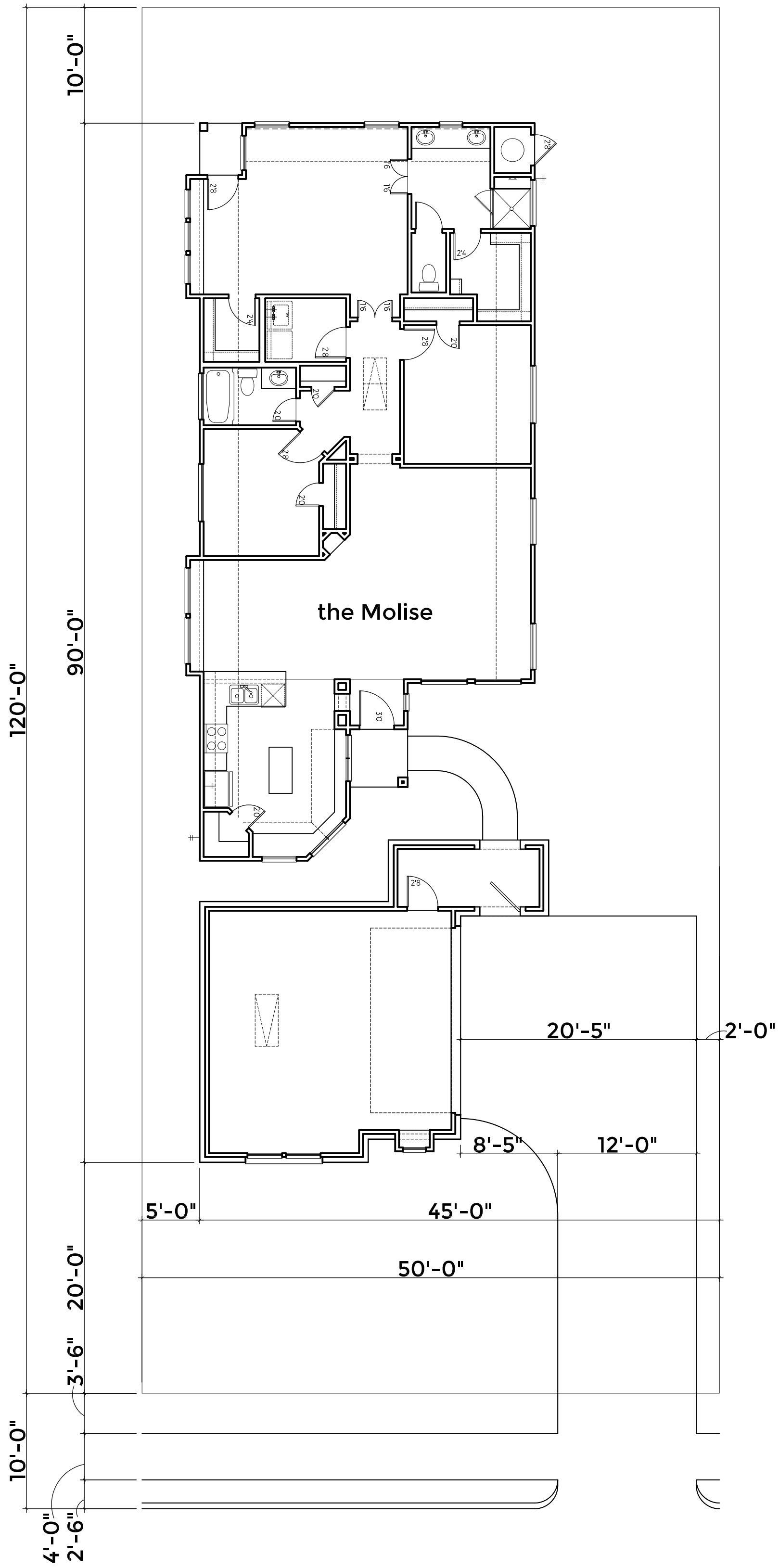
Sincerely

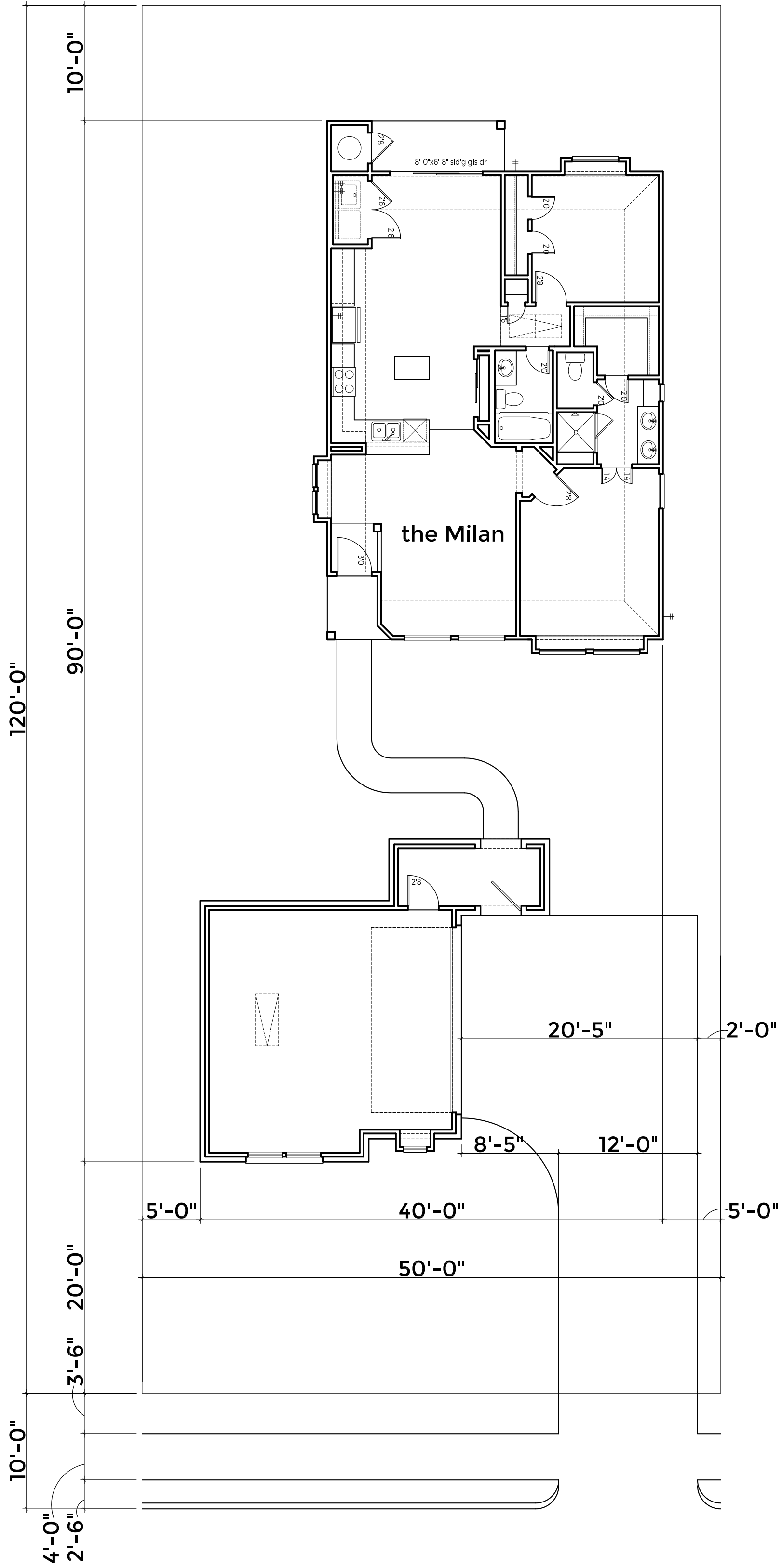
Duke McDowell
Owner/Manager
D.M. Pecan Park Associates, LTD.

Attachments: Ordinance 2015 - 15 Area Boundary
Sample Courtyard Home Site Plans and Floor Plans
Aerial Depictions of Courtyard Homes
Sample Front Elevations (40' Home Product)
Sample Front Elevations (50' Home Product)
Ordinance No. Ord. - 2015-15















STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution R-2017-29 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of an emergency shelter in the amount of \$1,067,000 to North Star Construction and Consulting, LLC; and Authorizing the City Manager to execute all necessary documents for the construction of the emergency shelter to be located at 1209 Linden Street, Bastrop, Texas; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

After several disasters, the City of Bastrop applied for a grant from the General Land Office (GLO), administered through Bastrop county. Beginning with the 2011 complex fire and ending with the Memorial Day floods in 2016, all City of Bastrop and Bastrop County residents understand the necessity of an emergency shelter. Bastrop County will construct their own shelter in Mayfest Park, and the Cities of Elgin and Smithville will their funding to expand their existing activity centers/emergency shelters. After much discussion, the Bastrop City Council decided to locate the new emergency shelter near the existing Public Works facility, located at 1209 Linden Street. The new shelter will be used for recreational activity, when it is not being used as an emergency shelter.

POLICY EXPLANATION:

The City's current financial policy requires City Council approval for expenditures over \$50,000.

FUNDING SOURCE:

The grand awarded by the GLO trough Bastrop county.

RECOMMENDATION:

Consider action to approve Resolution R-2017-29 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of an emergency shelter in the amount of \$1,067,000 to North Star Construction and Consulting, LLC; and Authorizing the City Manager to execute all necessary documents for the construction of the emergency shelter to be located at 1209 Linden Street, Bastrop, Texas; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Bid Tabulation
- Bid form provided by North star construction.
- Letter from Architect

RESOLUTION NO. R-2017-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX
AWARDING A CONTRACT FOR THE CONSTRUCTION OF AN EMERGENCY
SHELTER IN THE AMOUNT OF \$ 1,067,000 TO NORTH STAR CONSTRUCTION
AND CONSULTING, LLC; AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONSTRUCTION OF
THE EMERGENCY SHELTER TO BE LOCATED AT 1209 LINDEN STREET
BASTROP, TEXAS; 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 approved the project of building an emergency shelter to be located at 1209 Linden Street Bastrop, Texas for the safety and protection of all who have been displaced by a natural or manmade disaster; and

WHEREAS, Funds are available from the General Land Office and administered by Bastrop County as part of emergency management grant WFR010001; and

WHEREAS, The City of Bastrop has met all administrative and environmental requirements and is authorized to use the grant funding.

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 construction of the emergency shelter to be located at 1209 Linden Street Bastrop Texas.

Section 2: That the City Council of the City of Bastrop has found North Star Elite Construction and Consulting, LLC to be the lowest responsible bidder.

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 23RD day of May, 2017.

CITY OF BASTROP, TEXAS

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney



To: Trey Job, CPM
Director
Public Works, Parks, & Utilities
City of Bastrop, Texas

From: Mervin Fatter
Fatter & Evans Architects, Inc.
7509 Manchaca Road Suite 100
Austin, Tx 78745

Date: 11 May 2017

Re: Bastrop Activity Center – Contractor Bid Results

Trey,

In response to the contractor selection for the Bastrop Activity Center project. Eight contractors submitted bids on 27 April, 2017. Northstar Elite Construction and Consulting, LLC was the apparent low bidder at \$1,067,000. Upon following up with the references submitted with their bid, and having met with Northstar's Project Manager and Superintendent of record they are qualified to be awarded the contract.

Thank you,

A handwritten signature in black ink, appearing to read "Mervin Fatter", is written over a large, light gray, stylized graphic that resembles a large, abstract letter 'F' or a series of overlapping loops.

Mervin Fatter

[illegible]

Submit bids in compliance with Document 00100 - Instructions to Bidders. The Owner reserves the right to reject incomplete bid forms.

Name, Address & Phone Number of Bidder:Name: Northstar Elite Construction & Consulting, LLCAddress: 36250 FM 3159New Braunfels, TX 78132Phone Number: 830-885-6833**Base Bid:**

The Bidder will perform all Work in base bid required by the Contract Documents for the amount of:

(Numerical bid) \$ 1,067,000.00(Written bid) One Million Sixty Seven Thousand dollarsCalendar days to perform work: 210 calendar days.**Alternates:**Alternate No. 1: N/A**Unit Prices:**

1. This Bidder submits a unit price of \$ 85.00 for each additional telephone outlet receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's request.
2. This Bidder submits a unit price of \$ 125.00 for each additional duplex electrical receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's request.
3. This Bidder submits a unit price of \$ 125.0 for each additional data (computer) receptacle, including conduit and wiring at location to be directed by the Architect at the Owner's Request.

List major Subcontractors to be used on this project:

Electrical: JV ElectricMechanical: Kret Heating & Air ConditioningPlumbing: AC Plumbing

(Bastrop Activity Center Bid Form, Continued)

Name of Superintendent: Ted Johnson

Submit resume of Superintendent with Bid.

By this Bid Form submittal, the Bidder affirms having visited the project site and has full knowledge of existing conditions, which affect the work.

By this Bid Form submittal, the Bidder affirms having reviewed all the Contract Documents including the following Addenda:

Addendum #1 dated April 19, 2017; Addendum #2 dated April 24, 2017

Submit the following completed forms with your bid:

- AIA Document No. A305, Contractor's Qualification Statement, per Section 00 11 53.
- Enclosed Form for Contractor's Local Opportunity Plan
- Enclosed Form for HUD Certification of Bidder Regarding Civil Rights Laws and Regulations
- Enclosed Form for Policy of Non-Discrimination on the Basis of Disability
- Enclosed HUD Form for Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Enclosed Form for Non-Collusion Affidavit of the Prime Bidder
- Enclosed Forms for Bid Bond, Labor and Materials Payment Bond, and Performance Bond with Attorney Certifications

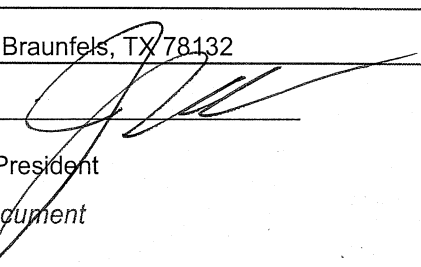
By this bid form submittal, the bidder affirms having reviewed all referenced forms and AIA Documents, as part of the Contract Documents.

Signed and sealed (Enter date, Bidder's signature and legal business address.)

Northstar Elite Construction & Consulting, LLC

36250 FM 3159

New Braunfels, TX 78132

By: 

Its: President

End of Document



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution R-2017-30 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of drainage infrastructure and bank stabilization on Riverwood Drive in the amount of \$251,170 to D&S Concrete Contractors; authorizing the City Manager to execute all necessary documents for the installation of drainage improvements associated with the project; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

The City of Bastrop dedicated funding to drainage improvements after the Memorial Day flood in 2016. Due to upstream flooding in 2015, the tributary known as Piney Creek, rose significantly from localized rains and backwater from the Colorado River. When the water receded, it took a large portion of the moisture saturated bank with it. I was contacted by the neighboring property owners, who were concerned with the loss of the bank. The City Engineer and I examined the bank and the right-of-way along Riverwood Drive, and noted at that time, repairs would be necessary to stabilize the steep bank along Riverwood Drive. The property owners had concerns about a culvert pipe that protrudes into Piney Creek, which is located between their homes. While the bank erosion cannot be associated with the pipe, it certainly contributes runoff to the creek below. So, the pipe will be relocated as part of the project for the ease of maintenance and peace of mind for the neighbors. This is one of six large drainage projects associated with the large rain event from May of 2016.

POLICY EXPLANATION:

The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government code.

FUNDING SOURCE:

The Funds were allocated in the Fiscal Year 2016-17 budget year.

RECOMMENDATION:

Consider action to approve Resolution R-2017-30 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of drainage infrastructure and bank stabilization on Riverwood Drive in the amount of \$251,170 to D&S Concrete Contractors; authorizing the City Manager to execute all necessary documents for the installation of drainage improvements associated with the project; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Bid Tabulation

RESOLUTION NO. R-2017-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX
AWARDING A CONTRACT FOR THE CONSTRUCTION OF DRAINAGE
INFRASTRUCTURE AND BANK STABILIZATION ON RIVERWOOD DRIVE IN
THE AMOUNT OF \$ 251,170. TO D & S CONCRETE CONTRACTORS; AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY
DOCUMENTS FOR THE INSTALLATION OF DRAINAGE IMPROVEMENTS
ASSOCIATED WITH THE PROJECT; 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 approved the design of the proposed drainage improvements for the safety, and protection of the all who travel within the Riverwood Drive right of way; and

WHEREAS, The City Council has the steadfastness to improve the drainage for the overall community for the safety and protection of the citizens and their property of Bastrop; and

WHEREAS, The City of Bastrop has received all bids 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 construction of the drainage improvement associated with the Riverwood drainage project.

Section 2: That the City Council of the city of Bastrop has found D & S Concrete Contractors to be the lowest responsible bidder.

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 23RD day of May, 2017.

CITY OF BASTROP, TEXAS

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

May 17, 2017

Ms. Lynda Humble
City Manager
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

RE: Bid Award Recommendation
Riverwood Drive Drainage Improvements
BEFCO Job No. 16-6565

Dear Ms. Humble:

The bid opening for the Riverwood Drive Drainage Improvements was held on Tuesday, May 16, 2017. The City received four (4) bids for the project (see attached bid tally) ranging from \$251,170.00 to \$429,750.00 for the total base bid (Items 1-10). The lowest submitted base bid price was from D & S Concrete Contractors. Their bid submittal package was complete except their list of references did not meet the minimum requirements of the bid package which requested a list of at least 10 projects of \$300,000 or more. Instead, D & S Concrete Contractors only provided a list of 9 references and no dollar amounts were shown. BEFCO contacted the references that were provided which included both municipalities and project engineers. Based on the feedback we received, D & S appears to be qualified for the proposed work. As such, we would recommend the City award the Riverwood Drive Drainage Improvements to D & S Concrete Contractors in the amount of \$251,170.00. Should you have any questions or require more information, please advise. Thank you for the opportunity to provide engineering services for this project.

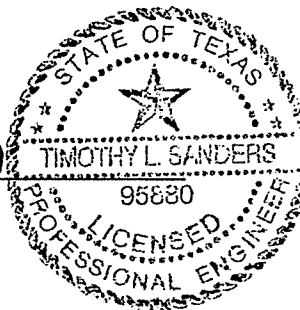
Sincerely,

BEFCO Engineering, Inc.



Tim Sanders, P.E.

5-17-17



Attachments: Bid Tab Summary

TLS:bms

"Proficient, practical engineering and land surveying services with a sense of small-town values and care".

City of Bastrop
Riverwood Dr. Drainage Improvements
BEFCO JOB NO. 15-6576
May 16, 2017

Item No.	Est. Qty.	Units	<u>Description in Words</u>	D & S Concrete Contractors 515 Sheffield Rd. Seguin, TX 78155			Herschap Backhoe & Ditching, Inc. PO Drawer 489 Bastrop, TX 78602			Qro Mex Construction Co. 2801 Prairie Creek Rd. Granite Shoals, TX 78654			Patin Construction LLC 3800 W. 2nd St. Taylor, TX 76574		
				Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price	
1		LS	REMOVE & DISPOSE OF EXISTING TREES/VEGETATION AS REQUIRED		\$15,000.00			\$7,800.00			\$15,000.00			\$5,000.00	
2		LS	DEMOLISH, REMOVE, AND DISPOSE OF EXISTING CONCRETE PAVEMENT AS REQUIRED		\$13,000.00			\$5,200.00			\$20,000.00			\$5,000.00	
3	155	LF	REMOVE & DISPOSE OF EXISTING 36-INCH (36") RCP STORM SEWER AND REPLACE WITH 36-INCH (36") N-12 WT IB STORM SEWER PER DETAILS ON SHEET 8	\$100.00	\$15,500.00		\$290.00	\$44,950.00		\$150.00	\$23,250.00		\$200.00	\$31,000.00	
4	133	LF	FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR INSTALLATION OF 18-INCH (18") N-12 WT IB STORM SEWER PER DETAILS ON SHEET 8	\$400.00	\$53,200.00		\$240.00	\$31,920.00		\$300.00	\$39,900.00		\$150.00	\$19,950.00	
5	4	EA	FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR INSTALLATION OF REINFORCED CONCRETE STORM MANHOLES PER DETAILS ON SHEET 8	\$4,000.00	\$16,000.00		\$7,100.00	\$28,400.00		\$4,500.00	\$18,000.00		\$7,500.00	\$30,000.00	
6	92	SY	FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR INSTALLATION OF REINFORCED CONCRETE FLUME PER DETAILS ON SHEET 6	\$135.00	\$12,420.00		\$260.00	\$23,920.00		\$160.00	\$14,720.00		\$50.00	\$4,600.00	
7	1,321	SF	FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR INSTALLATION OF TERRACE RETAINING WALL PER DETAILS ON SHEET 7	\$50.00	\$66,050.00		\$45.50	\$60,105.50		\$95.00	\$125,495.00		\$200.00	\$264,200.00	
8		LS	FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR INSTALLATION OF REINFORCED CONCRETE SLOPE PAVEMENT, TOE WALLS, OUTLET STRUCTURE, CURBING, AND CONCRETE PAVEMENT AT WEST END OF SEGMENTAL RETAINING WALL AND OUTLET OF FLUME AND STORM SEWER PER DETAILS ON SHEET 6		\$44,000.00			\$39,000.00			\$50,000.00			\$60,000.00	

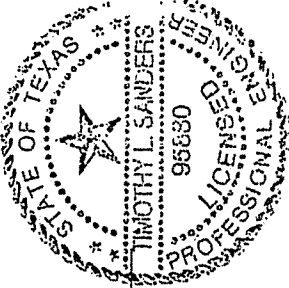
		D & S Concrete Contractors 515 Sheffield Rd. Seguin, TX 78155	Herschap Backhoe & Ditching, Inc. PO Drawer 489 Bastrop, TX 78602	Qro Mex Construction Co. 2801 Prairie Creek Rd. Granite Shoals, TX 78654	Patin Construction LLC 3800 W. 2nd St. Taylor, TX 76574
9	LS FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED TO SOD ALL DISTURBED AREAS	\$6,000.00	\$23,160.00	\$15,000.00	\$5,000.00
10	LS CONTRACTOR SHALL PROVIDE TRENCH SAFETY FOR ALL EXCAVATION	\$10,000.00	\$6,000.00	\$8,500.00	\$5,000.00
TOTAL BASE BID (Item Nos. 1-10)		\$251,170.00	\$270,455.50	\$329,865.00	\$429,750.00

I certify that this is correct and true to the best of my knowledge and belief

BEFCO Engineering, Inc. (F-2011)



Timothy L. Sanders
Registration No. 95880
May 16, 2017





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution R-2017-31 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a new monitoring well and a 1,500 gallon per minute production well in the amount of \$668,539 to Brien Water Wells; authorizing the City Manager to execute all necessary documents for the installation of the monitoring and production well henceforward know as well site (J); and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

The City began developing a long-term water supply in 2013. Once the decision was reached by the Bastrop City Council to purchase 6,000 acre feet of water from a nearby development known as XS Ranch, the City began filing the required paper work to receive a permit from the Lost Pines Ground Water Conservation District. After approximately two years of contested case hearing and a ruling from an Administrative Law Judge, the City was issued a permit in October of 2016 to withdraw 2,000 acre feet of water from the Simsboro aquifer at a rate of 1,500 gallons per minute. The well was designed with funds issued from a previous bond issue. If awarded tonight, the completion date is estimated October 23, 2018.

POLICY EXPLANATION:

The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government Code. Not only is the authority to maintain our infrastructure found in the Local Government Code, but it can be found in the State Water Code as well. The authority, and responsibility to regulate water and wastewater utilities has been given to Texas Commission on Environmental Quality, and all Public water systems are required to follow the rules and regulations.

FUNDING SOURCE:

The funds were allocated in the Fiscal Year 2016-17 budget year.

RECOMMENDATION:

Consider action to approve Resolution R-2017-31 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a new monitoring well and a 1,500 gallon per minute production well in the amount of \$668,539 to Brien Water Wells; authorizing the City Manager to execute all necessary documents for the installation of the monitoring and production well henceforward know as well site (J); and establishing an effective date.

ATTACHMENTS:

- Resolution
- Bid Tabulation

RESOLUTION NO. R-2017-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX
AWARDING A CONTRACT FOR THE CONSTRUCTION OF A NEW
MONITORING WELL AND A 1,500 GALLON PER MINUTE PRODUCTION
WELL IN THE AMOUNT OF \$ 668,539 TO BRIEN WATER WELLS; AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY
DOCUMENTS FOR THE INSTALLATION OF THE MONITORING AND
PRODUCTION WELL HENCEFORWARD KNOW AS WELL SITE (J); 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 approved the contract for design of a new production well to secure an adequate water supply, and maintain the health and safety of our community; and

WHEREAS, The City Council has the steadfastness to ensure a quality water source is developed for future generations; and

WHEREAS, The City of Bastrop has received all bids, 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 construction of Wellsite J and all ancillary components in the amount of \$251,170.

Section 2: That the City Council of the City of Bastrop has found Brien Water Wells to be the lowest responsible bidder.

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 23RD day of May, 2017.

CITY OF BASTROP, TEXAS

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

May 19, 2017

Mr. Trey Job
Director of Water/Wastewater
City of Bastrop
PO Box 427
Bastrop, Texas 78602

RE: City of Bastrop
Water Well "J" and "MW-3"
BEFCO Job No. 16-6794

Dear Trey:

On Thursday, May 18, 2017, bids were received for the construction of water well "J" and "MW-3" at XS Ranch. There were six (6) bids received as noted on the attached bid tabulation. They ranged in total price from \$592,277 to \$936,880. The lowest base bid was from C. Miller Drilling at \$592,277 and second was Brien Water Wells at \$598,539.

After reviewing the base bids, we are recommending award of the project to Brien Water Well for the following:

- We anticipate that due to the characteristics of the water well construction found with drilling the previous monitoring wells, that the contractor will need to drive casing (item 8). This will add \$19,500 for C. Miller and \$50,000 for Brien;
- Maintain the production rate over the 40+ year design life of the well, we recommend that the liner and screen size be increased to 12" (item 12). This will allow for the pump to be lowered in the future. This will add \$73,000 for C. Miller and \$20,000 for Brien; and,
- With the two additional cost options above, the total well and monitoring well costs are \$684,777 for C. Miller and \$668,539 for Brien Water Wells.

"Proficient, practical engineering and land surveying services with a sense of small-town values and care"

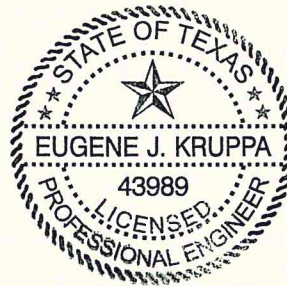
As noted above, we recommend award of the contract to Brien Water Wells for \$668,539 to be the lowest responsible bidder for the options chosen. If you have any questions, please advise.

Very truly yours,



Gene Kruppa, P.E., R.P.L S.
BEFCO ENGINEERING, INC.

GK:bms



5.19.17

Item No.	Est. Qty.	Units	Description in Words	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Unit Price Bid Schedule - Well J													
1	660	LF	Contractor to drill pilot borehole	\$100.00	\$66,000.00	\$20.00	\$13,200.00	\$82.00	\$54,120.00	\$75.00	\$49,500.00	\$150.00	\$99,000.00
2		LS	Contractor to complete a 590-foot deep, 1,500 gpm (minimum) gravel-packed water well with 453 feet of 18-inch upper casing, 70 feet of 10-inch liner and end cap, 100 feet of 10-inch screen, concrete pump pedestal, piping.		\$299,000.00		\$319,598.00		\$338,080.00		\$388,000.00		\$400,000.00
3		LS	Furnish & Install linesshaft pump/motor and 200 Hp motor as specified		\$85,777.00		\$84,537.00		\$104,608.00		\$81,000.00		\$125,000.00
4		LS	Run pilot borehole geophysical logging suite, alignment surveys, reamed hole caliper logs, and final well video survey		\$12,500.00		\$23,457.00		\$12,500.00		\$25,500.00		\$5,000.00
5		LS	Install test pump and motor and perform 36-hour constant-discharge production well pumping test		\$10,500.00		\$35,300.00		\$60,000.00		\$37,000.00		\$50,000.00
6		LS	Complete water quality samplly and analyses		\$8,500.00		\$3,500.00		\$1,500.00		\$3,500.00		\$1,000.00
7		HR	Add for drill rig standby time at the direction of the consultant	\$600.00		\$425.00		\$300.00		\$500.00		\$442.00	
8		EA	Add to install driven conductor casing to 150 feet in lieu of drilled conductor casing, in place	\$19,500.00		\$50,000.00		\$20,000.00		\$31,500.00		\$45,000.00	
9		LF	Add or deduct for 18-inch casing	\$75.00		\$92.00		\$280.00		\$110.00		\$60.00	
10		LF	Add or deduct for 10-inch liner	\$50.00		\$115.00		\$220.00		\$110.00		\$90.00	
11		LS	Add or deduct for 10-inch screen	\$135.00		\$100.00		\$320.00		\$110.00		\$170.00	
12		LS	Add to install 12-inch liner and 12-inch screen in lieu of 10-inch liner and 10-inch screen (amount in addition to Item 2)	\$73,000.00		\$20,000.00		\$32,200.00		\$7,000.00		NO BID	
13		LF	Add or deduct for 12-inch liner	\$60.00		\$147.00		\$240.00		\$150.00		\$120.00	
14		LF	Add or deduct for 12-inch screen	\$175.00		\$128.00		\$360.00		\$150.00		\$215.00	
15		LF	Add or deduct for 12-inch column pipe	\$150.00		\$50.00		\$45.00		\$85.00		\$80.00	
16		LS	Add to install 250 Hp motor in lieu of 200 Hp motor (amount in addition to Item 2)	\$4,500.00		\$12,733.00		\$36,737.00		\$5,250.00		\$9,500.00	
Subtotal of Extended Bid Unit Prices for Well J Items 1-6					\$482,277.00		\$479,592.00		\$570,808.00		\$584,500.00		\$680,000.00
													\$749,727.00

Item No.	Est. Qty.	Units	Description in Words	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Init Price Bid Schedule - MW-3																	
1	660	LF	Pilot hole drilling (including plugging abandoned pilot holes)	\$100.00	\$66,000.00	\$20.00	\$13,200.00	\$82.00	\$54,120.00	\$55.00	\$36,300.00	\$75.00	\$49,500.00	\$146.00	\$96,360.00		
2		LS	Contractor to complete a 590-foot deep, gravel-packed 4 inch monitor well with 553 feet of casing, and end cap, 40 feet of screen, concrete well pad, wellhead, and accessories as specified, (see drawings)		\$15,500.00		\$89,890.00		\$42,480.00		\$133,700.00		\$65,000.00		\$41,892.00		
3		LS	Run pilot borehole geophysical logging suite, reamed hole caliper logs, and final well video survey		\$12,500.00		\$10,057.00		\$12,500.00		\$6,500.00		\$4,000.00		\$26,970.00		
4		LS	Install test pump and motor and perform 4-hour constant-discharge production well pumping test		\$7,500.00		\$2,300.00		\$9,950.00		\$7,500.00		\$6,000.00		\$21,931.00		
5		LS	Complete water quality sample and analyses		\$8,500.00		\$3,500.00		\$1,500.00		\$3,500.00		\$1,000.00		\$0.00		
6		HR	Add for drill rig standby time at the direction of the consultant	\$600.00		\$425.00		\$300.00		\$300.00		\$500.00		\$5,308.00			
7		EA	Add to setup and breakdown drill equipment for abandoned pilot holes, if required	\$3,000.00		\$6,750.00		\$20,000.00		\$20,000.00		\$7,000.00		\$12,970.00			
8		LF	Add or deduct for 4-inch casing	\$12.50		\$11.00		\$62.00		\$15.00		\$12.00		\$95.00			
9		LF	Add or deduct for 4-inch screen	\$60.00		\$55.00		\$86.00		\$50.00		\$40.00		\$126.00			
Subtotal of Extended Bid Unit Prices for MW-3 Items 1-5					\$110,000.00		\$118,947.00		\$120,550.00		\$187,500.00		\$125,500.00		\$187,153.00		
Total Extended Unit Bid Prices for Well J and MW-3					\$592,277.00		\$598,539.00	*	\$691,358.00		\$772,000.00		\$805,500.00		\$936,880.00		

* NONE of required documents were submitted with bid.

I certify that this is correct and true to the best of my knowledge and belief
BEFCO Engineering, Inc.




Eugene Kruppa
Registration No: 43989
May 18, 2017

5.18.17
F-2011



STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 9D

TITLE: Hold public hearing and consider action to approve a Replat of Tahitian Village, Unit 4, Block 9, Lots 4-1257, 4-1258, 4-1259 with subdivision variance from Chapter 10, Section 7.10.1 and Section 7.10.2 F Suburban standards for lot size and lot depth.

STAFF REPRESENTATIVE: Wesley Brandon, P.E. Director of Planning & Engineering

BACKGROUND/HISTORY:

Lots 4-1257, 4-1258 and 4-1259 of Tahitian Village Unit 4, Block 9 were subdivided into three lots with the original 1973 plat. This subdivision is now within Bastrop's 1-Mile Statutory Extra Territorial Jurisdiction (ETJ). The three lots are vacant.

The owner of the lots has requested to replat the three lots into two in order to create an area more conducive to develop two residential homes. Due to the minimum lot size and depth requirements of the Suburban standards, a subdivision variance is required to approve the replat.

	Lot Size (acres)	Lot Depth (feet)
Suburban Standard (Required)	0.6	200
Lot 4-1257	0.306	187.81
Lot 4-1258	0.299	178.8
Lot 4-1259	0.298	174.93
New configuration		
Lot 1258A	0.452	187.81
Lot 1259A	0.443	177.79

POLICY EXPLANATION:

Texas Local Government Code Section 43 requires a residential replat to have a public hearing before the governing body. The public hearing must be advertised in the paper and notify property owners within 200 feet of the replat.

Chapter 10 of the Subdivision Ordinance, Section 7 includes the requirements for Suburban Subdivisions, which are in the ETJ and are minimum one-acre lots with on-site septic or 0.6 acres lots with public sewer. The Tahitian Village Subdivision falls into this category, due to their lot sizes and location in the Extra-Territorial Jurisdiction, even though many of the existing lots fall below the current minimum standard. The Ordinance provides no flexibility for replatting existing lots that do not meet current standards, and will still not after replat, even if the standards are

closer to conforming. If a variance was not required, the plat would be eligible to follow an administrative approval procedure.

Section 9 of the Subdivision Ordinance allows the City Council to grant a subdivision variance from these standards when:

“these regulations would cause unnecessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, a departure may be made without destroying the intent of such provisions”

Due to the existing configuration of the lots, the lot depth is fixed and the replat will bring the lot sizes closer to the current standard. Approval of this variance is necessary, as the standards do not work in this instance and will not destroy the intent of the code.

FUNDING SOURCE:

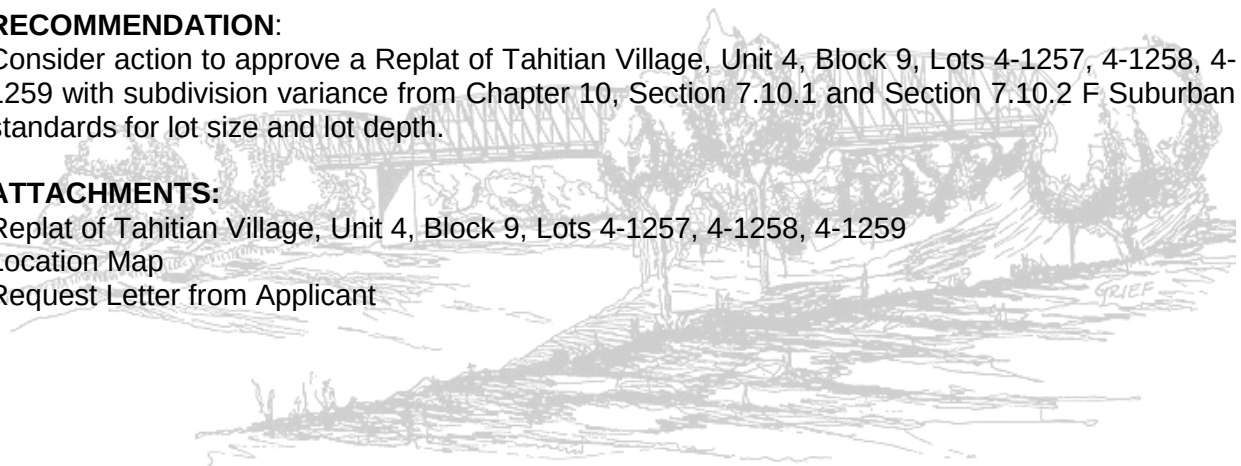
Not applicable.

RECOMMENDATION:

Consider action to approve a Replat of Tahitian Village, Unit 4, Block 9, Lots 4-1257, 4-1258, 4-1259 with subdivision variance from Chapter 10, Section 7.10.1 and Section 7.10.2 F Suburban standards for lot size and lot depth.

ATTACHMENTS:

Replat of Tahitian Village, Unit 4, Block 9, Lots 4-1257, 4-1258, 4-1259
Location Map
Request Letter from Applicant

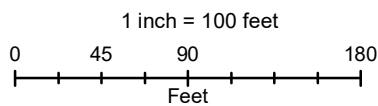




Tahitian Village Unit 4, Block 9 Amending Plat of Lots 4-1257, 4-1258, & 4-1259

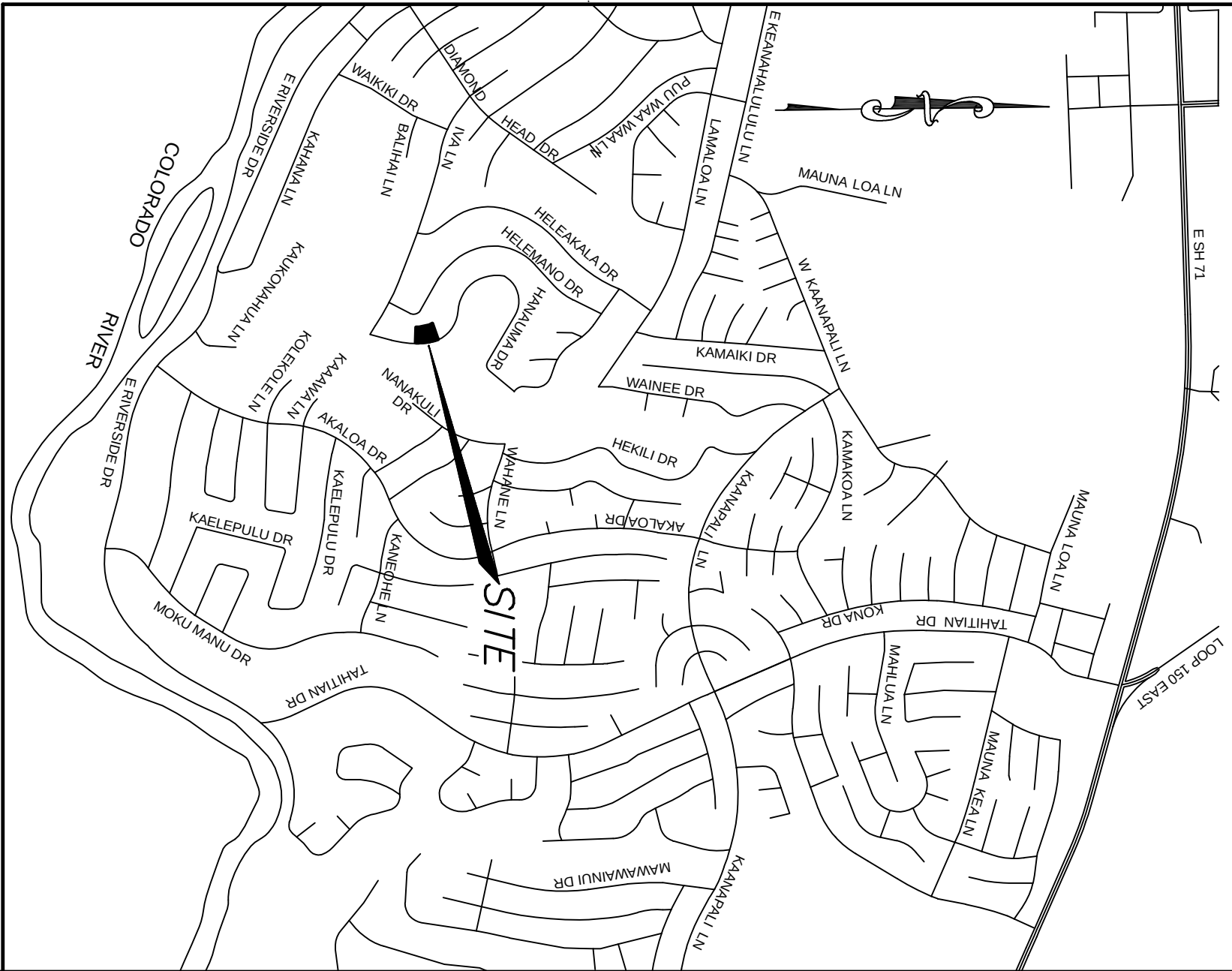
Legend

- Parcels of Concern
- Parcels



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.

Date: 5/10/2017



<u>Q25 (CFS)</u>	<u>MIN PIPE DIAMETER (INCHES)</u>	<u>TYPE</u>	<u>MIN SLOPE (FT/FT)</u>
4.92	18	CMP	0.025

1/2" REAR FORD (UNLESS NOTED)
 1/2" REAR SET W/CAP
 STAMPED J.E. GARDI RPLS 4303
 POWER POLE
 OVERHEAD ELECTRIC LINE
 DOWN GUY
 U.E.
 B.L.
 (B.E.C.)

1. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS FROM THE PREVIOUS SUBDIVISION TAHITIAN VILLAGE UNIT 4, AS RECORDED IN CABINET NO. 1, PAGE 884, PLAT RECORDS BASTROP COUNTY, TEXAS.

2. RESERVATIONS AND RESTRICTIONS OF TAHITIAN VILLAGE UNIT 4 ARE RECORDED IN VOLUME 212, PAGE 658, DEED RECORDS BASTROP COUNTY, TEXAS.

3. ALL DRIVEWAYS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE RIGHT-OF WAY. THE DEVELOPER AND/OR PROPERTY OWNER

ACCORDANCE WITH BASIC PIPE SPECIFICATIONS, WHICH MAY INCLUDE COVERED PIPE INSTALLATION.

TO: BASTROP COUNTY 9-1-1 ADDRESSING ASSIGNMENT. DRIVEWAY/CULVERT APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

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

MODIFICATIONS TO EXISTING UTILITIES

SHALL
DEBBS

9. 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.

10. 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

11. BY APPROVING THIS PLAT, THE CITY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS.

[illegible]

14. THIS SUBDIVISION LIES WITHIN THE ETJ OF THE CITY OF BASTROP AS DESIGNATED BY THE INTERLOCAL AGREEMENT FILED OF RECORD IN VOLUME 1603, PAGE 527.

ACCORDING TO THE PHCP, A SUBDIVISION PLAT RECORDED AFTER OCTOBER 1, 2003 THAT DOES NOT COMPLY WITH THE CONSERVATION SUBDIVISION DEVELOPMENT GUIDELINES DESCRIBED IN THE PLAT DOES NOT COVER INCIDENTAL TAKE OF THE HOUSTON TOAD RESULTING FROM THE CONSTRUCTION OF SINGLE-FAMILY RESIDENCES. THESE TRACTS DO NOT MEET THE REQUIREMENTS SET FORTH IN THE CONSERVATION SUBDIVISION GUIDELINES, AND THEREFORE CANNOT BE DEVELOPED AS A CONSERVATION SUBDIVISION. AS A RESULT, ANY SUCH PLANNED APPLICATION RECEIVED FOR THESE PLATTED LOTS WILL BE REFERRED TO THE

DEVELOPMENT APPLICATION RECEIVED FOR THESE PLANNED LOT
IS FISH AND WILDLIFE SERVICE FOR INDIVIDUAL CONSULTATION

NO STRUCTURES OR LAND USE (INCLUDING BUT NOT LIMITED TO BUILDING, FENCES, LANDSCAPING) THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN AREAS DESIGNATED AS PONDS, DRAINAGE EASEMENTS, OR DETENTION / RETENTION AREAS.

FLOOD WARNING: THE D
COUNTY FLOOD DAMAGE

FLOOD HEIGHTS MAY BE
OF THIS PLAT BY THE C

FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT
CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE
THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE
INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY
MADE HEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND MULTIFAMILY CONSTRUCTION.

NO STRUCTURES OR LAND USE (INCLUDING BUT NOT LIMITED TO BUILDING, FENCES, LANDSCAPING) THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN

LANDSCAPING) THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN

LOCATION MAP
NOT TO SCALE

FILE: Server\Co\Bastrop\Subd\ Tahitian Village
TAHITIAN VILLAGE UNIT 4,
REPEAT OF LOTS 4-1257,
4-1258 & 4-1259, BLOCK 9

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Rd.
P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

April 4, 2017

The Honorable Kenneth W. Kesselus, Mayor and Council Members
Bastrop City Hall
1311 Chestnut Street
Bastrop, Texas 78602

RE: Tahitian Village Unit 4, Amending Plat of Lots 4-1257, 4-1258 & 4-1259, Block 9
Variance request

Dear Mayor Kesselus and Council Members:

On behalf of our clients, Scott Fowler and Barbara Fowler, we are requesting a variance to the Subdivision Ordinance, Section 7.10.1, for the proposed final plat. The property is located on Hanauma Drive in the Tahitian Village, Unit 4 subdivision, and lies within the extraterritorial jurisdiction of the City of Bastrop.

Subdivision Ordinance Section 7.10.1 stipulates a minimum overall lot size of 0.6 acre if a public sewer collection and treatment system is used in a Suburban Subdivision.

The proposed subdivision will reconfigure three existing lots into two lots, thereby creating lots greater in area than the existing condition. Therefore, the overall potential demand on utilities and roadways servicing the site will be reduced.

We appreciate your consideration of this request. Please do not hesitate to contact us with any questions or concerns.

Sincerely,



Glenn T. Dial, R.P.L.S.
James E. Garon & Associates, Inc.

RECEIVED

APR 05 2017

By





STAFF REPORT

MEETING DATE: May 23, 2017

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution R-2017-33 of the City Council of the City of Bastrop, Texas approving a Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The City of Bastrop held a General Election on May 6, 2017 to elect a Mayor and Council Member for Places 3 and 4. Place 3 did not have a clear winner in the May 6, 2017 election which caused a runoff election to be held.

POLICY EXPLANATION:

Section 31.092 of the Texas Election Code provides as follows:

Sec. 31.092. CONTRACT FOR ELECTION SERVICES AUTHORIZED.

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

FUNDING SOURCE:

General Fund - Election Services

RECOMMENDATION:

Consider action to approve Resolution R-2017-33 of the City Council of the City of Bastrop, Texas approving a Contract for Election Services between Bastrop County Elections Administrator and the City of Bastrop, Texas; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Contract with Bastrop County for Election Services

RESOLUTION NO. R-2017-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN
BASTROP COUNTY ELECTIONS ADMINISTRATOR AND THE CITY OF
BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The City held a general election on May 6, 2017 to elect a Mayor and Councilmember for Places 3 and 4; and

WHEREAS, Place 3 did not have a clear winner in the May 6, 2017 election, which caused a run-off election to be held; and

WHEREAS, The City Council voted on May 16, 2017 to call a run-off election for June 17, 2017 with early voting starting on Monday, June 5, 2017 and ending Tuesday, June 13, 2017; and

WHEREAS, The City Council will contract with Bastrop County Elections Administrator for election services to hold the run-off election.

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

Section 1: That the Mayor is hereby authorized to execute a contract for the election services with the Bastrop County Elections Administrator.

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 23RD day of May, 2017.

CITY OF BASTROP, TEXAS

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE JUNE 6, 2017 ELECTION

THIS CONTRACT is made and entered into by and between Bridgette Escobedo, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s June 6, 2017 Runoff Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

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

4. Notification to the election judges and alternates shall be made no later than May 25, 2017.

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

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

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

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

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

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, June 6, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

E. *Paper Ballots.* The Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

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

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

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

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

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

V. GENERAL PROVISIONS

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

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

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on June 6, 2017. If another election occurs in territory of the CITY, the County will notify the CITY of the existence of the situation and provide a joint election agreement.

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

that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the June 6, 2017 Runoff Election.

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

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

For the CITY:

Lynda Humble
City Manager
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: lhumble@cityofbastrop.org

For the Contracting Officer:

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

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

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

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

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

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

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

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Mayor
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATION

Time Period:

Thursday, May 25, 2017 through Friday, June 2, 2017.

Main Location:

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

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm
29 HOLIDAY NO VOTING	30 8:00 am – 5:00 pm	31 8:00 am – 5:00 pm	1 7:00 am – 7:00 pm	2 7:00 am – 7:00 pm	3

Voting by Mail:

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

EXHIBIT “B”

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Time Period:

Tuesday, June 6, 2017

Precincts 1001, 1002, 1003, 2009, 2011

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

EXHIBIT "C"
ESTIMATED COST OF JUNE 6, 2017 RUNOFF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 2,500.00
Rental Fee for AutoMARK and Vote Tabulator (voting equipment)	\$ 17,299.55
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 19,999.55
10% ADMINISTRATIVE FEE	<u>\$ 1,999.96</u>
TOTAL	<u>\$ 21,999.51</u>