

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: APPROVAL OF MINUTES FROM WORKSHOPS OF FEBRUARY 16, 2016 AND AUGUST 2, 2016 AND REGULAR COUNCIL MEETINGS OF JULY 12, 2016, SEPTEMBER 27, 2016 AND NOVEMBER 22, 2016. (DUE TO AN OMISSION FROM PREVIOUS AGENDAS FOR APPROVAL THIS AGENDA CONTAINS A LARGE GROUP OF MINUTES LISTED FOR APPROVAL. GOING FORWARD A SYSTEM IS IN PLACE TO ASSURE TIMELY APPROVAL OF WRITTEN MINUTES. THE MINUTES FOR JULY 26, 2016 AND SEPTEMBER 8, 2016 WILL BE POSTED FOR APPROVAL ON THE JANUARY 10, 2017 MEETING. VIDEO RECORDINGS OF THE MINUTES ARE AVAILABLE ON THE CITY WEB PAGE AT [HTTP://WWW.CITYOFBASTROP.ORG/PAGE/CC.COUNCIL AGENDAS](http://www.cityofbastrop.org/page/cc.council_agendas))

2. Party Making Request: City Secretary, Ann Franklin

3. Attachments: Yes XX No

SPECIAL WORKSHOP MEETING

Bastrop City Council

February 16, 2016

The Bastrop City Council met in a Special Workshop on Tuesday, February 16, 2016 at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem Willie DeLaRosa and Council Members, Kelly Gilleland, Kay Garcia McAnally, Gary Schiff and Dock Jackson.

1. Mayor Kesselus called the meeting to order at 6:00 p.m.
2. WORKSHOP SESSION - The Bastrop City Council recessed the special meeting at 6:01 p.m. and convened into a Workshop Session to discuss the following.

A. Piney Creek Rezone +/-90.91 acres out of the A11 Bastrop Town Tract, located north of the railroad tracks on the northwest corner of Riverwood/Hawthorne and Carter Street.

The City Manager addressed questions and concerns regarding zoning verses subdivisions with a presentation.

Question from Mayor Pro Tem DeLaRosa: Why was SF9 zoned in this particular neighborhood as opposed to the neighbors across the street and how long has it been zoned SF9.

Answer by City Manager Talbot: He was not with the City of Bastrop when this occurred so he could not give an answer to this question.

Question from Mayor Pro Tem DeLaRosa: Could the zoning from SF9 to PD be conceived as spot zoning?

Answer by City Manager Talbot: No because it can be controlled by the standards set forth in the PD ordinance.

David Singleton, Applicant – Presented the amended plat. Stated that on the 50 and 60 foot lot there is a 5' setback and on the 60 foot lots there is a 7.5' an additional amendment to the PD was to increase the side setback on all of the lots to 7.5 feet.

The City Manager stated:

- on page 2 of 4 on exhibit A1 shows that there are two classifications with a minimum lot size and still has the 60 40 split, shows that they are back to two classifications of lots.
- On page 3 of 4 on exhibit A1 the side setback for the Urban 5 and 6 is 7.5'.
- Provide the amount of designated parkland.
- Under D add No. 3, the total amount of residential lots shall not exceed 170.
- On page 4 of 4 should be amended to change "substantial portion" to a minimal amount.

SPEAKERS

Brad Cook – Read a resolution from the Downtown Business Alliance into record which was in favor of approving the zoning change.

Margarett Silbernagel – Asked for a park with access to the park and trails.

Richard Smartzik – Spoke in favor of the subdivision.

Joe Tuck - Spoke in favor of the subdivision.

3. **The Bastrop City Council recessed the Workshop Session at 6:58 p.m. and reconvened into the special meeting for any necessary action(s) on the following.**

- A. **Second reading of an ordinance granting a zone change from SF9, single family residential-9 and Second reading of an ordinance granting a zone change from SF9, single family residential-9 and A/OS-Agricultural/Open Space to PD, Residential Planned Development for approximately 90.91 acres within A11 Bastrop Town Tract, located North of the Railroad Tracts on the Northwest corner of Riverwood/Hawthorne and Carter Street within the City limits of Bastrop, Texas as part of the Piney Creek Bend; setting out conditions and establishing an effective date.**

Council Member Schiff made the motion to approve the second reading of the ordinance with the following amendments, seconded by Council Member McAnally. The motion was approved on a vote of 4-1. Mayor Pro Tem DeLaRosa voted nay.

AMENDMENTS

- On page 2 of 4, D add an item 3 to state that the total number of residential lots shall not exceed a total of 170 residential lots.
- On page 3 of 4, Development Standards, the interior side setbacks be 7.5' for both the urban and suburban side yard setbacks.
- Item i, a minimum of 25 acres and the side will be dedicated as parkland.
- Add an item K that states "This PD shall be approved for a period of ten years, if the PD is 60% complete at the end of ten years the developer owner may request time extension from the City Council to complete the PD."

Mayor Kesselus recessed the special meeting at 7:15 p.m.

Mayor Kesselus called the special meeting back to order at 7:21 p.m.

4. **WORKSHOP SESSION - The Bastrop City Council recess the special meeting and reconvened into a Workshop Session at 7:22 p.m. to discuss the following.**

- A. **Discuss projects, issues, financial matters and related issues associated with potential bond election in November 2016.**

The City Manager read a list of critical needs into record. It was suggested that Carter Street be added to the street list.

The Bastrop City Council adjourned the workshop session and reconvened into the special meeting at 7:44 p.m. to take any necessary action(s).

ADJOURNMENT

At 7:45 p.m., Council Member Schiff made the motion to adjourn, Mayor Pro Tem DeLaRosa seconded the motion which passed on a 5-0 vote.

APPROVED:

Mayor Ken Kesselus

ATTEST:

City Secretary Ann Franklin

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
JULY 12, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, September 27, 2016 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem DeLaRosa, and Council Members Peterson, McAnally and Jones.

CALL TO ORDER

At 6:30 p.m. Mayor Kesselus called the Meeting to order with a Quorum being present. Council Member Schiff was absent.

PLEDGE OF ALLEGIANCE

Mayor Kesselus led the Pledge of Allegiance

INVOCATION

Terry Moore gave the Invocation.

PRESENTATIONS

- C. At this time, for the convenience of presenters under item D.3, we will hear from those listed.
- a. Austin Habitat for Humanity, Inc. – **John Pointer was the presenter.**
 - b. Bastrop County Emergency Food Pantry & Support Center, Inc. – **Tresha Silva was the presenter.**
 - c. Bastrop County Women's Shelter, Inc. dba Family Crisis Center – **Shirley Murphy was the presenter.**
 - d. Children's Advocacy Center of Bastrop County – **Terry Bailey was the presenter.**
 - e. Bastrop Pregnancy Resource Center – **Celeste Kaufman was the presenter.**
 - f. Combined Community Action, Inc. – **Kelley Franky was the presenter.**
 - g. Court Appointed Special Advocates (CASA) of Bastrop County, Inc. – **Christy Glass was the presenter.**
 - h. Keep Bastrop County Beautiful – **Melissa Middlebrook was the presenter.**
 - i. In the Streets-Hands Up High Ministry – **Pastor Roland Nava was the presenter.**
 - j. Mission U-too – **Jason Bray was the presenter.**
 - k. YMCA of Austin/Bastrop Branch – **Terry Moore was the presenter.**
- B. Recognition of Bastrop Police and Fire Departments for services above and beyond during the flood of May 2016.
Presented by Interim City Manager Marvin Townsend
- A. Update on the SH 71 Corridor Improvements – City Engineer, Wesley Brandon
Mr. Brandon gave an update on the projects along Highway 71.
Tahitian Dr. Overpass
- **March 2015: the construction started**
 - **July 21, 2016: traffic switch to new main-lanes**
 - **August 2016: complete project (3 months ahead of schedule)**
- SH 95 overpass**

- **June 2016: construction started**
- **February 2017: traffic switch to new frontage roads**
- **Winter 2017/2018: traffic switch to new main-lanes, complete project**

River Bridges

- **Currently un-funded for construction (pursuing late 2018/2019 letting)**
- **30%-60% design completed**

The Mayor asked if there had been negotiation with the Highway Department regarding walkway across the new bridges. Mr. Brandon stated that is something that he is working with TxDot on.

PROCLAMATIONS

- A. Volunteer Recognition – Sarah O’Brien, Director of Bastrop Main Street Program
Accepted by Director of Bastrop Main Street Program Sarah O’Brien

ANNOUNCEMENTS

- A. Update on Comprehensive Plan Steering Committee – Kay Garcia McAnally
Meeting scheduled for July 13, 2016 at 6:00 p.m., the public was invited
- B. Distribution of Items to Council (If Necessary) – Ann Franklin
No items were distributed.
- C. Items Targeted for Future Meetings.
Budget Meeting July 19, 2016
- D. Information in response to Allegations – Mayor Kesselus
The Mayor read a statement into record. SEE EXHIBIT A

Mayor Pro Tem DeLaRosa stated it is not about water it is about all of the City’s utilities. He stated that he spoke with the attorney on last year when the Council started on a resolution and she stated that adding it to the City Charter would ensure a voter vote if Council in the future chose to sell one of the City’s utility systems and he stated that is why he brought it forward. He stated that the letter he and the Mayor received insinuated that he was trying to avoid the process and create a vote through a Charter that could sell one of the City’s systems and that is not true.

CITIZENS COMMENTS

Sam Kien – stated the current occupants of the Farmers Market is “cliquish” and suggested giving the current group 30 days and have them participate with other groups or get them out.

Richard Kindred – Asked Council to: stop the bickering and get on with business; conduct business in a more professional manner; and respect one another as well as the citizens.

City Manager’s Informational Report for the July 12, 2016 City Council Meeting:

- **Update on the Chestnut Street Fire Station Renovation Project**
- **Update on the Destination Marketing Organization**
- **Update on the Texas Department of Transportation SH 71-S95 Overpass**
- **Update and review of the storm events on May 26-27, 2016**
- **Update on Pecan Park**
- **Sales Tax**

- **Staff Reports**

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

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

- A.1** Approval of the statutory denial for a period of 180 days from the date of Council action on an Amended Plat of Lot 2, of the Replat of Lots 1& 2, Reserve B of the Bastrop Business and Industrial Park, Phase I, being 4.236 +/- acres within the Stephen F. Austin Survey A-2, within the City Limits of the City of Bastrop, Texas.
- A.2** Approval of the statutory denial for a period of 180 days from the date of Council action on a Final Plat for Woodrun Subdivision, Section Two, Phase I (17 residential lots) being +/-24.927 acres out of the Stephen F. Austin Survey Abstract No. 3 within the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction.
- A.3** Approval of the statutory denial for a period of 180 days from the date of Council action on a Final Plat for Woodrun Subdivision, Section Two, Phase II (17 residential lots) being +/-25.869 acres out of the Stephen F. Austin Survey Abstract No. 3 within the City of Bastrop, Texas, One Mile Extra Territorial Jurisdiction.

Mayor Pro Tem DeLaRosa made the motion to approve the consent agenda, seconded by Council Member Peterson. The motion was approved on a vote of 4-0. Council Member Schiff was absent.

B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION

- B.1** Public hearing: received recommended changes from former Council Member Kelly Gilleland and Public suggestions from citizens regarding potential charter amendments.
SUGGESTIONS

Kelly Gilleland – suggested that the Charter Amendment go through a Charter Review Committee an impartial body to decide. An elected official cannot serve as a voting member on any board with the exception of Judge Duggan, should serve on the boards as ex-officio members.

Debbie Moore – urged the Council to have a Charter Review Committee.

Dock Jackson – stated that he was in favor of a Charter Review Committee.

Herb Goldsmith – stated that he would like to have a Charter Review Committee and single member districts.

- B.2** Consideration, discussion and possible action in response to the public hearing regarding potential charter amendments, from B.1.

Council Member McAnally made the motion to create a Charter Review Committee with the instruction to the City Manager to set up a procedure to get a review on the agenda as soon as possible, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member Schiff was absent.

C. OLD BUSINESS

- C.1** Consideration, discussion, and possible action regarding the replacement of speed bumps in Alley A and all associated cost.

Council Member Jones made the motion that the replacement of speed bumps in Alley A and all associated cost is decided by the City Manager, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Mayor Kesselus recused himself. Council Member Schiff was absent.

D. NEW BUSINESS

- D.1** Consideration, discussion and possible action regarding the purchase of the sculpture “Sky Shaman” designed by Gene and Rebecca Tobey as part of the City’s permanent art collection.

Council Member McAnally made the motion to approve the purchase of the sculpture “Sky Shaman” as part of the City’s permanent art collection, seconded by Council Member Jones. The motion was approved on a 4-0 vote. Council Member Schiff was absent.

- D.2** Consideration, discussion regarding utilizing funds from Progressive Waste Solutions for recycling in Bastrop.

Council Member Jones made the motion to post on a later agenda for proposals on utilizing the funds from Progressive Waste Solutions for recycling in Bastrop, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Schiff was absent.

- D.3** Presentation and possible discussion from Civic Organizations seeking Community Support Funding (CS) for services not currently provided by the City for Fiscal Year 2017 and Council setting the funding available for Community Support Services funded in FY17.

- a. Austin Habitat for Humanity, Inc.
- b. Bastrop County Emergency Food Pantry & Support Center, Inc.
- c. Bastrop County Women’s Shelter, Inc. dba Family Crisis Center
- d. Bastrop Pregnancy Resource Center
- e. Children’s Advocacy Center of Bastrop County
- f. Combined Community Action, Inc.
- g. Court Appointed Special Advocates (CASA) of Bastrop County, Inc.
- h. Keep Bastrop County Beautiful
- i. In the Streets-Hands Up High Ministry

j. Mission U-too

k. YMCA of Austin/Bastrop Branch

This item was conducted earlier in the meeting under presentations.

- D.4** Consideration, discussion and possible action regarding a resolution in support of an application to the Federal Emergency Management Agency Hazard Mitigation Grant Program.
Council Member Jones made the motion to approve the resolution supporting the grant application, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Schiff was absent.
- D.5** Consideration, discussion and possible action regarding the City's participation in the Texas Water Development Board Flood Protection Planning Program.
Council Member Jones made the motion to approve the City's participation in the Texas Water Development Board Flood Protection Planning Program, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Schiff was absent.
- D.6** Consideration, discussion, and possible action on reallocating funds from the street improvement line item and designating it to immediate drainage efforts.
Council Member Jones made the motion to transfer \$420,000 from the street improvement line item to immediate drainage efforts, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Schiff was absent.
- D.7** Consideration, discussion and possible action regarding proposal to provide a one-time bill credit to eligible FEMA-registered flood victims.
Council Member Jones made the motion to provide a one-time bill credit to eligible FEMA-registered flood victims, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Mayor Kesselus recused himself. Council Member Schiff was absent.
- D.8** Consideration, discussion and possible action regarding the possibility of providing a one-time rebate to all current BP&L Electric customers.
Council Member McAnally made the motion to instruct the Interim City Manager to immediately work with the Finance Department to disburse a one-time \$75.00 rebate to all BP&L customers who have been with BP&L for at least 30 days except for the Mayor and Council Members and to suspend penalty for late payment until August 5, 2016, seconded by Council Member Jones. The motion was approved on a 4-0 vote. Council Member Schiff was absent.
- D.9** Consideration, discussion and possible action regarding voting to hire a consultant to assist in the creation of a DMO.
Council Member Jones made the motion to approve the hiring of DMO Proz as the consultant to assist in the creation of a DMO, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 3-1 vote. Council Member McAnally voted nay. Council Member Schiff was absent. Direction was given to the Interim City Manager to bring a contract to Council.
- D.10** Consideration, discussion & possible action regarding authorization for City staff along with a representative from Langford & Associates to negotiate an agreement to award a contract to Fatter & Associates for the preparation of the plans and specifications to construct the HUD shelter building.

Council Member Jones made the motion to authorize City staff along with a representative from Langford & Associates to negotiate an agreement to award a contract to Fatter & Associates, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Schiff was absent.

- D.11** Consideration, discussion & possible action regarding Bastrop marketing corp. request for spending of reserve funds in accordance with terms and conditions of the agreement between the city of Bastrop and Bastrop Marketing Corp.

Council Member McAnally made the following motion, seconded by Council Member Peterson. The motion was approved on a 4-0 vote. The motion was to approve the budget submitted by the Bastrop Marketing Corporation to spend the reserved funds on the regional marketing efforts and provide a monthly report to the City Council as to how the money is being spent and Director of the Main Street Program Sarah O'Brien be authorized by the Interim City Manager to coordinate those spending activities to get a better understanding of where those monies are going

E. EXECUTIVE SESSION

E1. The Bastrop City Council met at 9:50 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.* to discuss the following:

1. **SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including (*but not limited to*) the following: municipal water supply, pending and/or potential code enforcement, litigation related to subdivision development, and/or (2) matter upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda. **This item was withdrawn.**
2. **SECTION 551.072** – Deliberations about Real Property.
3. **SECTION 551.086** - To discuss Certain Public Power Utilities: Competitive Matters – Bastrop Power & Light Budget, and/or related electric public power utility information and matters. **This item was withdrawn.**
4. **SECTION 551.074** – Personnel Matters: Acting City Manager and Assistant Police Chief, New City Manager Search and Selection Process.

E2. The Bastrop City Council reconvened at 11:12 p.m. into open (public) session to discuss, consider and/or take any actions necessary related to the executive session(s) items noted herein, or regular agenda items, noted above, and/or related agenda items.

ACTION ON EXECUTIVE SESSION ITEM

2. **SECTION 551.072** – Deliberations about Real Property.
4. **SECTION 551.074** – Personnel Matters: Acting City Manager and Assistant Police Chief, New City Manager Search and Selection Process.

Council Member Jones made the motion to employ Steve Adcock as the Interim City Manager for a base salary of \$145,000 per year, seconded by Council Member McAnally. The motion passed on a vote of 4-0. Council Member Schiff was absent.

ADJOURNMENT

Mayor Pro Tem DeLaRosa made the motion to adjourn the meeting at 11:15 p.m., seconded by Council Member Peterson. The motion was approved on a 4-0 vote. Council Member Schiff was absent.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

EXHIBIT A

For the sake of our fine community I am sickened by the hateful letter sent out last week to voting citizens of Bastrop. Its message is filled with lies, misrepresentation, character assassination and delusory rhetoric intended to harm me but its contemptuous nativity also damages everyone in this town. I am horrified that such a level of viciousness in the political arena has invaded our peace with an intensity not seen for many decades.

I am fearful that this kind of maliciousness if not rejected and expunged from our midst will discourage good people from a willingness to serve in elected office. My commitment to the principles of American democracy leaves me repulsed by it because I know that we are at our best when we engage in open dialogue in which everyone comes to the table with his and her ideas. Opponents express their views in turn and the whole group chooses what is best for the greatest number and greatest good.

I was tempted to ignore this hateful attack because my faith teaches me that only love can overcome evil but my grandchildren have taught me that love also requires that bullies be confronted. My daughters tell me that lies must be corrected and the record set right. I wrote a response to each appalling accusation posted it on Facebook and submitted it to the Bastrop Advertiser for publication in Thursday's issue. I appeal to all open minded and reasonable people to read my explanation of the truth and my references to facts in the actual record. I will not read it all now because we have important work to do but I feel compelled to at least defend a fine set of City Council Members who have also been dishonored by this letter.

I find it reprehensible that anyone would accuse our Council of being sneaky in regard to proposing an amendment to our Charter that would ensure that future City Council can never sell the utility without a vote of the citizens. This must especially offend Council Member McAnally who not only has voted for the proposal but has also championed the cause among us for many months. Furthermore the Council would never and could never market our relatively small amount of water. Why would any reasonable person distort this Council's intentions?

The letters questioning the Council's unanimous decision to propose a clarifying of Council offices for an important purpose is equally disgusting. All they did was respond positively to a flaw in our Charter that permits a majority of voting members to legally meet in private to discuss and effectively decide City business. True the effect of the passage of this amendment could affect me in the 2017 Mayoral Election but it would also allow Council Member McAnally to run for Mayor and if Mayor Pro Tem DeLaRosa should win the office of Mayor next year it would allow him the freedom to run for a second term in 2020.

To attempt to injure me by besmirching former Council Member Joe Beal is reprehensible. He was unanimously or overwhelmingly elected three times by the citizens to City Council his credentials are stellar. It is unconscionable to single him out for ridicule for receiving a Mayoral Proclamation of Joe Beal Day when I made similar proclamations for Kelly Gilleland and Dock Jackson and plan to do the same for Kay McAnally next May.

To accuse me and the Council of engaging in illegal meeting on June 20, 2016 because we supposedly intended to discuss the City Attorney in executive session although the posting was only about the City Manager is contemptuous. Nothing could be further from the truth. None of us sitting here on this

dais would every engage in a discussion in an executive session on a subject other than for what it was posted.

If people want to bully me and lie about me that is one thing but to falsely indict all of us and our process is going very far beyond the bounds of civilized society. Please join me in standing up for civility and mutual respect. Stand up for open and honest debate, stand up for fair standards of judgement and reject this malicious attempt to disrupt our governmental order. Stand up and take part in a legitimate and positive process that we all know should characterize ourselves as a community of concern for one another.

**BUDGET WORKSHOP MEETING
BASTROP CITY COUNCIL
AUGUST 2, 2016**

The Bastrop City Council met in a Budget Workshop Meeting on Tuesday, August 2, 2016 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem Willie DeLaRosa and Council Members, Deborah Jones, Gary Schiff and Bill Peterson.

A. CALL TO ORDER

Mayor Kesselus called the meeting to order at 6:30 p.m. Council Member McAnally was absent.

EXECUTIVE SESSION

B.1 The Bastrop City Council adjourned at 6:32 p.m. the Special Meeting and convened into closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

1. **SECTION 551.074** – Personnel Matters: City Manager

B.2 The Bastrop City Council reconvened at 6:40 p.m. into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

ACTION ON EXECUTIVE SESSION

1. **SECTION 551.074** – Personnel Matters: City Manager

Council Member Schiff made the motion to hire Marvin Townsend as the full time Interim City Manager and the Mayor is to work out a contract to have Mr. Townsend begin work immediately on the morning of August 3, 2016, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member McAnally was absent.

EXECUTIVE SESSION CONTINUED

B.1 The Bastrop City Council adjourned at 6:55 p.m. the Special Meeting and convened into closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

1. **SECTION 551.074** – Personnel Matters: City Attorney

2. **SECTION 551.086** – Certain Public Power Utilities: Competitive Matters

B.2 The Bastrop City Council reconvened at 7:10 p.m. into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

ACTION ON EXECUTIVE SESSION

1. **SECTION 551.074** – Personnel Matters: City Attorney

Interim City Manager Steve Adcock stated there were three qualified attorneys, Ernest Bogart; David Bragg; and Blas Coy.

Council Member Schiff made the motion to retain David Bragg as the Interim City Attorney effective immediately and to have the Mayor and Interim City Manager ask Mr. Bragg to put together a special packet for the City as far as financial to negotiate a rate as far as volume of work given to Mr. Bragg, seconded by Council Member Peterson. The motion passed on a vote of 3-0. Mayor Kesselus recused himself. Council Member McAnally was absent.

2. SECTION 551.086 – Certain Public Power Utilities: Competitive Matters

- C. Consideration, discussion and possible action regarding an RFP for a consultant to assist in the search for a city manager. (A DRAFT PROPOSAL WILL BE POSTED ON THE CITY OF BASTROP'S WEBSITE NO LATER THAN TUESDAY MORNING, AUGUST 2ND, DUE TO THE DRAFTING COMMITTEE NOT BEING ABLE TO MEET UNTIL MONDAY.)**

This item was withdrawn.

- D. WORKSHOP SESSION** - The Bastrop City Council convened at 7:15 p.m. into a Workshop Session with the Interim City Manager to discuss the following.

- A. 2016-2017 Budget – A review and discussion with the Interim City Manager regarding Development of the FY 2017 Budget and the proposed tax rate.**
Tracy Waldron gave the presentation.

- E. The Bastrop City Council adjourned the Workshop Session at 7:30 p.m. and reconvened into the special meeting to take any necessary action(s).**

ACTION ON WORKSHOP ITEMS

- F. Consideration, discussion and possible action regarding approval of a resolution of the City Council of the City of Bastrop, Texas, to take a record vote to place a proposal for adoption of the Fiscal Year 2016-2017 Budget and Tax Rate on the September 27, 2016 agenda; specifying the proposed property tax rate; establishing dates for public hearings on the proposed property tax rate; and providing for publication as provided by the Texas Property tax Code.**

Mayor Pro Tem DeLaRosa made the motion to approve the resolution, seconded by Council Member Schiff. The motion was approved on a 4-0 vote. Council Member McAnally was absent.

ADJOURNMENT

At 7:35 p.m., Council Member Schiff made the motion to adjourn, Council Member Peterson seconded the motion which passed on a 4-0 vote. Council Member McAnally was absent.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
SEPTEMBER 27, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, September 27, 2016 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem DeLaRosa, and Council Members, Bill Peterson, Gary Schiff and Council Member Jones. Council Member McAnally arrived at 7:25 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Kesselus led the Pledge of Allegiance

INVOCATION

Mayor Kesselus gave the Invocation.

PRESENTATIONS

- A. Update on Bastrop Economic Development Corp. – Executive Director, Shawn Kirkpatrick – **This report was postponed by Council.**
- B. Presentation from Progressive Waste – Steve Shannon – **Postponed to October 11, 2016**
- C. Presentation of the annual report from the Bastrop Art in Public Places board
Chair Deborah Johnson gave the presentation and stated there was one typo in the presentation under number three it says “Public Art acquisitions included two or three” the words “or three” should be deleted.

PROCLAMATIONS - NONE**ANNOUNCEMENTS**

- A. Update on Comprehensive Plan Steering Committee – Kay Garcia McAnally – **No update given.**
- B. Distribution of Items to Council (If Necessary) – Ann Franklin
- C. Items Targeted for Future Meetings.
November 1, 2016

- Recreation Workshop

- D. Requests by Council Members for items on future agendas and requests for information from City Manager.

Requests of City Manager:

- **In anticipation of the ground water well permit have a plan and revisit the numbers from two/three years ago to determine what today's cost is and how to address them in order to lessen the shock of the anticipated higher water rates; see if it can be done in phases; and bring back updated information to Council at some point.**
- **Provide an update on the Hill Street Shelter building at the October 11, 2016 Meeting.**
- **Look at what it would take to get Jewell Park up to speed and on the same level as other parks for kids in town find where the funding could come from for that.**
- **Move work yard off Jackson Street.**
- **A third round of HOT Fund applications for possibly January.**

Report from the City Manager: The Pine Forest Six lawsuit received a final decision by the court last week. The court ruled in favor of the City of Bastrop in all regards and held that the other side would need to pay the court costs, each side would pay their own attorney fees. The complicated lawsuit involved a contract with a developer who had certain conditions to meet amongst those putting up money and having a drainage plan, court found that those things were not done and the involvement with the homeowners association was inappropriate and the judge ruled in favor of the local governments. The first call upon any proceeds of the sale of the property will be to pay the City of Bastrop back for the court cost and attorney fees that have been involved.

7. CITIZENS COMMENTS

Conner McAnally –Concerned with update on finding new attorney.

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

- A.2 Board appointment by Mayor Ken Kesselus and confirmation by the Bastrop City Council Members on the appointment of Diedre Ciriello to Place 2 on the Vision Task Force with a term of 2016 - 2017.
- A.3 Board appointment by Mayor Ken Kesselus and confirmation by the Bastrop City Council Members on the appointment of Paul “Pablo” Serna to Place 5 on the Vision Task Force with a term of 2016 - 2017.
- A.4 Board appointment by Mayor Ken Kesselus and confirmation by the Bastrop City Council Members on the appointment of Alyssa Halle-Schramm to Alternate 1 on the Zoning Board of Adjustment with a term of 2016 – 2018.
- A.5 Board appointment by Mayor Ken Kesselus and confirmation by the Bastrop City Council Members on the appointment of Edward Skarnulis to Place 6 on the Bastrop Arts in Public Places with a term of 2016 - 2019.
- A.6 Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending August 31, 2016.
- A.7 Approval of the statutory denial for a period of 180 days from the date of Council action on a Preliminary Plat for Pecan Park, Section 6A (44 residential lots) being +/-10.913 acres out of the Mozea Rousseau Survey Abstract No. 56 east of Childers Drive and south of the LCRA 100' electric easement within the city limits.
- A.8 Approval of the statutory denial for a period of 180 days from the date of Council action on a Final Plat for Pecan Park, Section 3A (68 residential lots) being +/-12.181acres out of the Mozea Rousseau Survey Abstract No. 56 west of Childers Drive and south of the LCRA 100' electric easement within the city limits.

Mayor Pro Tem DeLaRosa made the motion to approve the consent agenda, second by Council Member Peterson. The motion was approved on a vote of 4-0. Council Member McAnally was off the dais.

DISCUSSION ITEM

- A.1** Approval of minutes from regular council meeting of January 26, 2016 and special called meetings of May 17, 2016, June 7, 2016, August 16, 2016, and September 20, 2016.

Mayor Pro Tem DeLaRosa made the motion to approve the minutes from regular council meeting of January 26, 2016 and special called meetings of May 17, 2016, June 7, 2016, August 16, 2016, and September 20, 2016, second by Council Member Schiff. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

C. OLD BUSINESS

- C.1** Second reading of an ordinance granting a conditional use permit to allow a distillery at 601 Chestnut Street, Suite #E consisting of +/-2.69 acres out of and a part of building blocks nine and fourteen an area zoned DMU, downtown mixed use within the City limits of Bastrop, Texas; setting out conditions; and providing an effective date.

Ordinance No. 2016-26 was approved on Mayor Pro Tem DeLaRosa's motion, Council Member Jones' second. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

- C.2** Public hearing: To consider a request for a variance to Bastrop Code of Ordinances Article 4.02.004 "Sale of Alcoholic Beverages, Distance from Church, School or Hospital" on property located at 601 Chestnut Street, Suite #E, Bastrop, Texas to be known as Copper Shot Distillery.

The public hearing was closed.

- C.3** Consideration, discussion and possible action regarding a request for a variance to Bastrop Code of Ordinances Article 4.02.004 "Sale of Alcoholic Beverages, Distance from Church, School or Hospital" on property located at 601 Chestnut Street, Suite #E, Bastrop, Texas to be known as Copper Shot Distillery.

Mayor Pro Tem DeLaRosas made the motion to grant the variance, second by Council Member Schiff. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

- C.5** Second reading of an ordinance on ratifying the property tax increase reflected in the annual budget for the Fiscal Year 2016-2017, beginning October 1, 2016 and ending September 30, 2017.

Ordinance No. 2016-21 was approved on Mayor Pro Tem DeLaRosa's motion, Council Member Schiff's second. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

- C.6** Second reading of an ordinance fixing the tax rate and levy for the City of Bastrop, Texas, for the purpose of paying the current expenses of the City for the Fiscal Year ending September 30, 2017, and for the further purpose of creating a sinking fund to retire the principle and

interest of the bond indebtedness of the City; providing for a lien on all real and personal property to secure payment of taxes due thereon; containing a severability clause; repealing all ordinances and parts thereof in conflict herewith; and providing for an effective date.

Council Member Schiff made the motion to approve the second reading of the ordinance by increasing the property tax rate by adopting a tax rate of .5640 which is effectively a 1.13 percent increase in the tax rate, second by Council Member Peterson. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

D. NEW BUSINESS

D.2 Discussion on record retention for audio/visual recordings of open meetings.

The discussion was had. Council Member Schiff made the motion to write into policy that all audio/visual recordings of the City Council meetings will be retained permanently, second by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

D.6 Consideration, discussion and possible action regarding request of Duke McDowell on behalf of DM Pecan Park Associates, Ltd. to vacate an unused 20 foot utility easement across the middle of Lot 1 Schafer West Subdivision be approved. The lot is adjacent to State Highway 71 and also to South Schaeffer Road. The easement now lies in the middle of Lot 1 and was not vacated when the lots on both sides of the easement were consolidated in an amended plat. The easement was identified by the title company in its title review. The City, its power and light department, Bluebonnet Electric, Centerpoint Energy, AT&T, and Time Warner recommend vacating the easement.

Council Member Schiff made the motion to grant the request of Duke McDowell on behalf of DM Pecan Park Associates, Ltd. To vacate an unused 20 foot utility easement, second by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

D.7 Consideration, discussion and possible action regarding approval of the revised Main Street Advisory Board By-Laws.

Council Member Jones made the motion to approve the revised Main Street Advisory Board By-Laws, second by Council Member Schiff. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

D.8 Consideration, discussion and possible action regarding approval of contract with the YMCA for recreation activities as provided in the 2016-2017 City Budget.

Council Member Peterson made the motion to approve the contract with the YMCA, second by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

D.9 Consideration, discussion and possible action regarding City Council expectations of boards, committees and task force and cooperative relationships.

This item will be discussed at a meeting to be determined in February.

B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION

- B.1** Consideration, discussion and possible action on the Award of Contract to Langford Community Management Services for grant writing services to prepare FEMA Hazard Mitigation Grant Program (HMGP) applications and the subsequent project management/administration of the grant for drainage improvements, buy-outs of flood damaged properties, and emergency generators if the City is awarded a State HMGP contract.

Council Member Jones made the motion to award the contract to Langford Community Management Services, second by Council Member Peterson. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

- B.2** Consideration, discussion and possible action on the Award of Contract for engineering services related to the preparation of FEMA Hazard Mitigation Grant Program (HMGP) applications, and the subsequent preliminary and final design plans and necessary inspections required by the City for the implementation of the Hazard Mitigation Grant Program (HMGP) project(s) of drainage improvements, buy-outs of flood damaged properties, and/or emergency generators if the City is awarded a State HMGP contract.

Council Member Jones made the motion to award the contract for engineering services to BEFCO Engineering, second by Council Member Schiff. The motion was approved on a 4-0 vote. Council Member McAnally was off the dais.

Council Member McAnally arrived at 7:25 p.m.

E. EXECUTIVE SESSION

E1. The Bastrop City Council will met at 7:30 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

B. SECTION 551.074 – Personnel matters: City Manager - selection of consultant.

E2. The Bastrop City Council will reconvened at 8:28 p.m. into open (public) session to discuss, consider and/or take any actions necessary related to the executive session(s) items noted herein, or regular agenda items, noted above, and/or related agenda items.

ACTION ITEMS FROM EXECUTIVE SESSION (If any are needed.)

E2.B SECTION 551.074 – Personnel matters: City Manager - selection of consultant

Council Member Schiff made the motion to retain SGR as the firm to search for a city manager for the City of Bastrop, second by Council Member Jones. The motion was approved on a 5-0 vote. Mayor Kesselus stated that Mike Tanner would be the main contact person working with the City.

C. OLD BUSINESS CONTINUED

- C.4** Second reading of an ordinance authorizing the vacation, abandonment, and conveyance of a portion of unopened Paul C. Bell Street, Jefferson Street, Mill Street, and South Street at the intersection of Building Blocks 20, 21, 99, 98, AND 97; authorizing the conveyance of a part

of the north and south portion of Block 20 and providing for the terms and conditions of such; authorizing the City Manager to execute Quitclaim Deeds; and providing for an effective date.

Ordinance No. 2016-25 was approved on Council Member Jones' motion, Mayor Pro Tem DeLaRosa's second. The motion was approved on a 5-0 vote.

- C.7 Second reading of an ordinance setting the contractual rates paid to progressive waste solutions for residential and commercial garbage collection service performed by Progressive Waste Solutions; amending the rate of residential and commercial garbage service charged to the citizens of Bastrop, Texas for administrative costs and solid waste disposal service rates; and providing an effective date.

Ordinance No. 2016-23 was approved on Council Member Schiff's motion, Mayor Pro Tem DeLaRosa's second. The motion was approved on a 5-0 vote.

D. NEW BUSINESS - CONTINUED

- D.1 Consideration, discussion and possible action on utilizing \$350,000 of early retirement of Bastrop Economic Development Fund balances to augment an expanded drainage program throughout the City. BEDC would transfer \$350,000 to the General Fund and thus eliminate BEDC's obligation to pay off the bonds. General obligation debt service would pay off the certificate of obligations as they mature. The general fund would be able to immediately initiate an expanded drainage improvement program before the master drainage plan recommendations have been completed, which is now estimated to be in February. A number of projects could be started early in 2016-17 if this recommendation is approved. The program includes the purchase of an excavator (\$255,000), approximately \$95,000 of contractor improvements, and \$87,300 of reallocated general fund resources to provide 2 additional drainage crew members.

Council Member Jones made the motion to approve utilizing \$350,000 of early retirement of Bastrop Economic Development Fund balances to augment an expanded drainage program throughout the City, second by Council Member Schiff. The motion was approved on a 5-0 vote.

- D.3 Consideration, discussion and possible action regarding first reading of an ordinance requesting parking modifications along Main Street, converting parking from angle to parallel on the west side of Main Street between Pine Street and Chestnut Street.

Mayor Pro Tem DeLaRosa made the motion to approve the first reading of the ordinance, second by Council Member Schiff. The motion was approved on a 4-1 vote. Council Member Jones voted nay.

- D.4 Consideration, discussion and possible action regarding first reading of an ordinance requesting traffic modifications along Alley A, limiting vehicles traveling south on Alley A to right turns only.

Council Member Schiff made the motion to approve the first reading of the ordinance, second by Mayor Pro Tem DeLaRosa. The motion was withdrawn by Council Member Schiff, who made the motion.

No action was taken.

- D.5** Consideration, discussion and possible action regarding City Manager aggressive research annexations that will be beneficial to the City.

This item was withdrawn.

- D.10** Consideration, discussion and possible action to approve the Emergency Communication Services Contract between the City and the County. It is recommended that a 2-year contract be approved with Bastrop County to continue to utilize the emergency communication services provided by the County. The annual cost will be \$233,783 which is included in the 2016-2017 Police Department budget. The contract provides for regular review of performance and adjustments to service levels as needed. Either party can cancel the contract with a 90-day written notice.

Council Member Schiff made the motion to approve the Emergency Communication Services contract between the City and the County, second by Council Member Peterson. The motion was approved on a 5-0 vote.

- D.11** Consideration discussion and possible action regarding awarding the contract for engineering to BEFCO Engineering for the amount of \$28,000 for basic engineering work associated with drainage improvements to take place on Riverwood Drive and Bush Cove. The City of Bastrop Public Works Department has determined the work necessary to make repairs to the drainage structure & erosion concerns along Riverwood Drive & Bush Cove due to flooding that took place in May 2015. The cost of the proposed improvements is \$239,000.00. The total estimated cost for engineering services is \$28,000.

Council Member Peterson made the motion to award the contract for engineering to BEFCO Engineering, second by Council Member McAnally. The motion was approved on a 5-0 vote.

E. EXECUTIVE SESSION

E1. The Bastrop City Council met at 9:10 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.*, to discuss the following:

- A. SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including (*but not limited to*) the following: municipal water supply, pending and/or potential code enforcement, litigation related to subdivision development, Pine Forest Unit 6 Lawsuit and Vandiver Lawsuit, and/or (2) matter upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda.

E2. The Bastrop City Council reconvened at 10:18 p.m. into open (public) session to discuss, consider and/or take any actions necessary related to the executive session(s) items noted herein, or regular agenda items, noted above, and/or related agenda items.

ACTION ITEMS FROM EXECUTIVE SESSION (If any are needed.)

- E2.A SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including (*but not limited to*) the following: municipal water supply, pending and/or potential code enforcement, litigation related to subdivision development, Pine Forest Unit 6 Lawsuit and Vandiver Lawsuit, and/or (2) matter upon

which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda.

NO ACTION

ADJOURNMENT

Council Member Schiff made the motion to adjourn the meeting at 10:20 p.m., seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
NOVEMBER 22, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, November 22, 2016 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Kesselus and Mayor Pro Tem DeLaRosa, and Council Members Peterson, Schiff, Jones and McAnally. Officers present were Interim City Manager Marvin Townsend, 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

David Miller led the Pledge of Allegiance

INVOCATION

Mayor Kesselus gave the Invocation.

PRESENTATIONS

- A. Update on Bastrop Economic Development Corp. – Executive Director Shawn Kirkpatrick
Presentation made by Shawn Kirkpatrick, Executive Director of BEDC
- B. A follow up presentation by BEFCO Engineering on the waste water study related to the construction of Wastewater Treatment Plant #3 and related infrastructure, providing three alternate options to the base proposal presented in June with estimated costs and timeline considerations.
Presentation was made by Chad Emmel and Gene Kruppa of BEFCO Engineering.
- C. Status report on the Bastrop State Park Trail Project. City Engineer, Wesley Brandon
Presentation was made by Wesley Brandon, City Engineer

PROCLAMATIONS - NONE**ANNOUNCEMENTS**

- A. Distribution of Items to Council (If Necessary) – Ann Franklin
- B. Items Targeted for Future Meetings.
- C. Requests by Council Members for items on future agendas and requests for information from City Manager.
 - Update sent by Mr. Tanner of Strategic Government Resources regarding City Manager recruitment.
Update provided by Tanya Cantrell, Director of Human Resource
 - The Finance Department and the City's Financial Advisor, Dan Wegmiller of Specialized Public Finance Inc. have been working on a potential refinancing of \$3,750,000 of bonds maturing from August 1, 2017 to August 1, 2029. If the market remains favorable, the refunding will be on the City Council agenda on December 13, 2016. In anticipation of the sale, an updated bond rating has been obtained from S&P Global (\$9,700).

REQUESTS BY COUNCIL MEMERS

- **December 13, 2016 - Update from City Engineer Wesley Brandon regarding study on flooding mitigation in Hunters Crossing and other areas.**
- **December 13, 2016 – Parking time limit downtown**
- **Direction to the Interim City Manager to meet with the Parks and Wildlife regarding a possible annexation to make it possible to preserve three holes that are par threes to make a pitch and putt that is incorporated into the trailway and report back to Council.**

CITIZENS COMMENTS

Cliff Sidell – Stated he would like to see more motorcycle parking spaces downtown.

WORKSHOP SESSION - The Bastrop City Council recessed the regular meeting and convened at 7:32 p.m. into a Workshop Session to discuss the following.

- A. Presentation on the status and future of Pine Forest Unit 6.
Presentation was given by the Interim City Manager Marvin Townsend.

The Bastrop City Council adjourned the Workshop Session and reconvened at 8:00 p.m. into the regular meeting to take any necessary action(s).

ACTION

Council Member Jones made the motion to approve the recommendation made by the Interim City Manager Marvin Townsend to move forward and for the City to have a meeting with the other three entities, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

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

- A.1** Appointment by Mayor, subject to confirmation by City Council of Mitchell Hardin to Place 7 on the Parks Board/Public Tree Advisory Board with a term of 2016 - 2019.
- A.2** Appointment by Mayor, subject to confirmation by City Council of Diana Rose to Place 8 on the Planning & Zoning Commission/Impact Fee Advisory Committee for with a term ending 2017.
- A.3** Approval of the unaudited Monthly Financial Reports for the period ending Oct. 31, 2016.
- A.4** Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Agnes Street Addition, Lot 1, Block "A" Final Plat, being +/-4.282 acres west of Hasler Boulevard and north of Agnes Street (to be extended) located within the Bastrop City limits.

Mayor Pro Tem DeLaRosa made the motion to approve the consent agenda, seconded by Council Member Schiff. The motion was approved on a vote of 5-0.

B. PUBLIC HEARINGS, ORDINANCES & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION

- B.1 Public Hearing:** Receive public input on a request for a CUP, Conditional Use Permit, to allow a manufactured home at 202 Martin Luther King Jr. Drive, within Building Block 60, East of Main St., +/-0.137 acres, approximately 6,000 square feet, defined by metes and bounds, February 1956 zoned SF-7, Sing Family Residential within the city limits of Bastrop, Texas.

Presentation was given by City Engineer, Wesley Brandon.

The public hearing was conducted.

- B.2** An ordinance granting a conditional use permit to allow a manufactured home at 202 Martin Luther King Boulevard being +/- 0.137 acres within a portion of building block 60, east of Main Street, an area zoned sf7, single family residenital-7 within the City Limits of Bastrop, Texas; setting out conditions; and providing an effective date and declaring an emergency. **Council Member Jones made the motion to approve the ordinance on first reading without an effective date declared as an emergency, seconded by Council Member Schiff. The motion was later withdrawn by the maker of the motion, Council Member Jones.**

Ordinance No. 2016-34 was approved on Mayor Pro Tem DeLaRosa's motion, Council Member McAnally's second. The motion was approved on a 5-0 vote.

C. OLD BUSINESS

- C.1** Report from the Bastrop Main Street Director regarding Council direction on the 1832 Farmer's Market and lot adjacent to the Convention Center. Staff has compiled a report pertaining to the work that has been undertaken during the last three months in working with the 1832 Farmer's Market and developing renting the lot adjacent to the Convention Center. Council extended the current lease conditions until 12/31/16 however staff feels it is prudent to give a current update on our progress and seek guidance from the City Council.

Report was given by Main Street Director Sarah O'Brien.

Direction was given to Main Street Director Sarah O'Brien to bring the 1832 business plan and what they are proposing back to Council.

- C.2** Report regarding status of Amendment 3 to the City's water purchase agreement with XS Ranch. The City Council on September 8, 2016 passed the following motion: Council Member Schiff made the motion that the Council accept the principles that are in amendment three and that the Council instruct the City Manager and the City Attorney to follow those principles but to clear up several inconsistencies that are apparent in the contract amendment and bring a new amendment that has been reviewed and accepted by XS Ranch back to Council at a future meeting, seconded by Council Member Jones. The motion was approved on a 4-1 vote: Mayor Pro Tem DeLaRosa voted nay. City Attorney David Bragg sent a suggested revised version to Amendment 3 to the Manager for XS Ranch, Mr. James Foster.

After several phone calls and meeting with Mr. Foster in Bastrop on November 16, 2016, the City's proposed rewording was approved by Mr. Foster. The Third Amendment obtains 3,000 additional acre feet of water per year upon payment of \$200,000 and then \$200,000 payments for the next 4 years. This option is to be executed no later than 90 days after the City obtains a final non-appealable order from the Groundwater District with the \$200,000 per year payment beginning June 20, 2021 and continuing to June 30, 2026. Approval of the Third Amendment as revised and approved by XS Ranch is recommended for City Council approval and City Manager execution. The permit from the Lost Pines Groundwater District was issued on October 12, 2016 and is being distributed with the agenda material.

Report was given by Interim City Manager Marvin Townsend.

D. NEW BUSINESS

D.1 Consideration, discussion and possible action regarding approval of minutes from Regular Council Meetings of October 11, 2016 and November 8, 2016.

Council Member Jones made the motion to approve the minutes from regular Council meetings of October 11, 2016 without the attachment, seconded by Council Member Schiff. The second was later withdrawn by Council Member Schiff, who made the second.

Council Member Schiff made the motion to approve the minutes from regular Council meeting of October 11, 2016, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-1 vote. Council Member Jones voted nay.

Council Member Schiff made the motion to approve the minutes from regular Council meeting of November 8, 2016, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

D.2 Canvass of Election returns and declare results of November 8, 2016 City of Bastrop Special Election.

Council Member Schiff made the motion to accept the canvass of the November 8, 2016 Election returns, seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 5-0 vote.

PROPOSITION 1

Shall the Charter be amended to change the percentage of signatures required of registered voters for an initiative from 20% to 5?

For	1,231
Against	1,550

PROPOSITION 2

Shall the Charter be amended by adding language in the initiative requiring that such signatures must be gathered within 180 days?

For	1,768
Against	965

PROPOSITION 3

Shall the Charter be amended to change the percentage of signatures required of registered voters for a referendum from 20% to 5%?

For	1,155
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Against 1,580

PROPOSITION 4

Shall the Charter be amended by adding language in the referendum by requiring that such signatures must be gathered within 180 days?

For 1,710

Against 991

PROPOSITION 5

Shall the Charter be amended to change the percentage of signatures required of registered voters for a recall from 25% to 10%?

For 1,241

Against 1,479

- D.3** Consideration discussion and possible action to purchase a crossover hydraulic excavator, Model D 154 for \$266,724.14 from Waukesha-Pearce Industries Inc. using the price obtained through the TASB Buyboard. This purchase was the major piece of equipment authorized on September 27, 2016 to expand drainage ditch maintenance throughout the City. The equipment will include a 60 inch ditching bucket and a 40 inch flail mower.

Presentation was made by Interim City Manager Marvin Townsend.

Council Member Jones made the motion to approve the purchase of a crossover hydraulic excavator, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

- D.4** Consideration discussion and possible action to approve a contract with BEFCO Engineering from LaGrange to perform necessary engineering services associated with the completion of Water Well Number 1 located at XS Ranch for \$70,000. The work includes coordination activities with the Lost Pines Conservation District Permit requirements, survey and staking work associated with well site and proposed pipeline and submission of plans to TCEQ. Obtain all related permits, and oversee construction activities. This work will incorporate the well design which will be covered by another engineering contract which will be submitted to the City Council in the near future.

Presentation was made by Director of Public Works, Trey Job.

Council Member Jones made the motion to approve a contract with BEFCO Engineering, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

- D.5** Consideration discussion and possible action to award a contract to MWM Design Group from Austin to provide feasibility services, and a site plan for rodeo facilities at Mayfest Park for \$10,650.50. The service will include creating a base map a 2D color image, and visits to two similar facilities and the Professional Rodeo Cowboy Association. This work is included in the 2016-2017 budget

Presentation was made by Director of Public Works, Trey Job.

Council Member McAnally made the motion to award a contract to MWM Design Group, seconded by Council Member Jones. The motion was approved on a 5-0 vote.

- D.6** Hotel Occupancy Tax Budget Request through April 30, 2017. Earlier this summer Council directed Main Street Program staff to develop a Hotel Occupancy Tax Budget until a tourism

entity is formed. Staff has developed this proposed budget to outline expenditures through April 30, 2017. It is important that marketing efforts continue and groundwork is set out prior to the potential launch of a destination marketing or tourism organization. Staff has met and worked closely with the Hyatt and the Bastrop Marketing Corporation to create this budget. The funding for the Bastrop Marketing Corporation still sets at approximately \$230,000, and will not be depleted before 12/31/16. The following budget outlines expenditures by the Bastrop Marketing Corporation and the City of Bastrop so that an accurate picture is depicted. In FY 16 BMC payments averaged \$86,000 per month, meaning that from July, 2016 through April, 2017 \$860,000 would have typically been allocated to tourism marketing. The proposed allocations in the request total \$180,600.

Presentation was made by Director of Main Street, Sarah O'Brien.

Council Member Jones made the motion to approve the Hotel Occupancy Tax Budget Request, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

- D.7** First reading of an ordinance amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date.
Council Member Jones made the motion to approve the first reading of the ordinance, seconded by Council Member Schiff. The motion was approved on a 5-0 vote.
- D.8** Discussion, consideration, and possible action regarding a resolution of the City Council of the City of Bastrop, Texas, adopting the Comprehensive Plan in accordance with Section 12.03 of the City Charter. City Council and the Planning and Zoning Commission conducted a joint public hearing on November 10, 2016.
Resolution No. R2016-32 was approved on Mayor Pro Tem DeLaRosa's motion, Council Member Jones' second. The motion was approved on a 5-0 vote.
- D.9** Consideration, discussion and possible action regarding the process to be followed to select the next city attorney.
Council Member Jones made the motion to keep the interim City Attorney until new City Manager is hired, seconded by Council Member Schiff. The motion was approved on a 3-2 vote. Council Members Jones, Schiff and Peterson voted aye. Mayor Pro Tem DeLaRosa and Council Member McAnally voted nay.

E. EXECUTIVE SESSION – (WAS NOT HELD)

E1. The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq*, to discuss the following:

- A. SECTION 551.071(1)(A)(B) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *but not limited to* municipal water supply, McCall Ranch water permit litigation, and VanDiver litigation, and (2) other matters upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda, including procedures and policies dealing with open records.
This item was withdrawn.

E2. The Bastrop City Council will reconvene into open (public) session to discuss, consider and/or take any actions necessary related to the executive session(s) items noted herein, or regular agenda items, noted above, and/or related agenda items.

ACTION ITEMS FROM EXECUTIVE SESSION (If any are needed.)

E2.A SECTION 551.071(1)(A)(B) & SECTION 551.071(2) – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *but not limited to* municipal water supply, McCall Ranch water permit litigation, VanDiver litigation, and (2) other matters upon which the Attorney(s) have a duty and/or responsibility pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas to report to the governmental body, concerning these matters, and/or any other matters posted on the agenda, including procedures and policies dealing with open records.

ADJOURNMENT

Mayor Pro Tem DeLaRosa made the motion to adjourn the meeting at 9:40 p.m., seconded by Council Member Schiff. The motion was approved on a 5-0 vote.

APPROVED:

ATTEST:

Mayor Ken Kesselus

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.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **Approval of the proposed tax rebates for City designated Historic Landmarks.**
2. Party Making Request: **Wesley Brandon, PE, Director of Planning and Development**
3. Nature of Request: (Brief Overview)

The Historic Landmark Ordinance, Section 14.03.003 – Incentives for Historic Landmarks, provides a tax rebate to be given each year to property owners who have a structure or structures, which have received the Historic Landmark designation. These rebates are based on the assessed value of the historic structure(s) and such rebates are to be no less than 0.1500% and no greater than 0.2245%.

The table, included in the packet, provides the addresses of each of the 76 Historic Landmarks, the assessed value of the designated historic structure(s) and the high and low rebate range.

City Council approved the Planning and Development Departments budgeted \$25,000.00 (0.16373% shown on the table) for Historic Landmark expenditures for the 2016-2017 fiscal year.

4. Attachments: Yes XX No

5. Motion Requested: **Approve the tax rebate amount of 0.16373% for the eligible historic structures, which meet the ordinance requirement.**

MEMO

Date: December 13, 2016

To: Mayor and City Council Members

From: Yvonne Pritchard, Project Coordinator
Wesley Brandon, PE, Director of Planning and Development

Subject: Tax Rebate for Historic Landmarks

The Historic Landmark Ordinance, Section 14.03.003 – Incentives for Historic Landmarks, provides a tax rebate to be given each year to property owners who have a structure or structures, which have received the Historic Landmark designation. These rebates are based on the assessed value of the historic structure(s) and such rebates are to be no less than 0.1500% and no greater than 0.2245%.

The table, included in the packet, provides the addresses of each of the 76 Historic Landmarks, the assessed value of the designated historic structure(s) and the high and low rebate range.

City Council approved the Planning and Development Departments budgeted \$25,000.00 (0.16373% shown on the table) for Historic Landmark expenditures for the 2016-2017 fiscal year.

Eligible Historic Structures

25,000

Address	2016 Historic Structure Value	Tax Rebate 0.1500%	Tax Rebate 0.2245%	Tax Rebate 0.16373%
1002 Buttonwood	\$150,514	\$225.77	\$337.90	\$246.44
402 Cedar	\$165,962	\$248.94	\$372.58	\$271.73
907 Cedar	\$169,548	\$254.32	\$380.64	\$277.60
603 Chestnut	\$281,189	\$421.78	\$631.27	\$460.40
1006 Chestnut	\$233,393	\$350.09	\$523.97	\$382.14
1010 Chestnut	\$140,618	\$210.93	\$315.69	\$230.24
1208 Church	\$250,195	\$375.29	\$561.69	\$409.65
1401 Church	\$195,770	\$293.66	\$439.50	\$320.54
1402 Church	\$291,501	\$437.25	\$654.42	\$477.28
1408 Church	\$164,627	\$246.94	\$369.59	\$269.55
1501 Church	\$218,993	\$328.49	\$491.64	\$358.56
1507 Church	\$193,647	\$290.47	\$434.74	\$317.06
502 Elm	\$222,015	\$333.02	\$498.42	\$363.51
604 Elm	\$54,867	\$82.30	\$123.18	\$89.83
1310 Farm	\$74,135	\$111.20	\$166.43	\$121.38
1102 Hill	\$135,774	\$203.66	\$304.81	\$222.31
1302 Hill	\$298,418	\$447.63	\$669.95	\$488.61
1402 Hill	\$112,167	\$168.25	\$251.81	\$183.65
710 Jefferson	\$378,118	\$567.18	\$848.87	\$619.10
806 Jefferson	\$207,236	\$310.85	\$465.24	\$339.31
1313 Jefferson	\$151,513	\$227.27	\$340.15	\$248.08
702 Main	\$180,139	\$270.21	\$404.41	\$294.95
802 Main	\$366,282	\$549.42	\$822.30	\$599.72
813 Main	\$186,858	\$280.29	\$419.50	\$305.95
905 Main	\$128,519	\$192.78	\$288.53	\$210.43
906 Main	\$88,654	\$132.98	\$199.03	\$145.16
913 Main	\$104,856	\$157.28	\$235.40	\$171.68
919 Main	\$521,391	\$782.09	\$1,170.52	\$853.69
930 Main	\$660,059	\$990.09	\$1,481.83	\$1,080.73
931 Main	\$529,470	\$794.21	\$1,188.66	\$866.91
1003 Main	\$135,176	\$202.76	\$303.47	\$221.33
1010 Main	\$370,439	\$555.66	\$831.64	\$606.53
1014 Main	\$130,378	\$195.57	\$292.70	\$213.47
1022 Main	\$311,366	\$467.05	\$699.02	\$509.81
1307 Main	\$150,889	\$226.33	\$338.75	\$247.05
1308 Main	\$321,553	\$482.33	\$721.89	\$526.49
1402 Main	\$124,113	\$186.17	\$278.63	\$203.21
1601 Main	\$479,978	\$719.97	\$1,077.55	\$785.88
1801 Main	\$146,143	\$219.21	\$328.09	\$239.28
1802 Main	\$173,714	\$260.57	\$389.99	\$284.43

Address	2016 Historic Structure Value	Tax Rebate		
		0.1500%	0.2245%	0.16373%
508 Pecan	\$147,043	\$220.56	\$330.11	\$240.76
608 Pecan	\$167,732	\$251.60	\$376.56	\$274.63
801 Pecan	\$394,836	\$592.25	\$886.41	\$646.47
805 Pecan	\$170,239	\$255.36	\$382.19	\$278.74
909 Pecan	\$106,899	\$160.35	\$239.99	\$175.03
1010 Pecan	\$130,550	\$195.83	\$293.08	\$213.75
1106 Pecan	\$82,937	\$124.41	\$186.19	\$135.79
1109 Pecan	\$306,430	\$459.65	\$687.94	\$501.72
1205 Pecan	\$205,420	\$308.13	\$461.17	\$336.34
1303 Pecan	\$156,703	\$235.05	\$351.80	\$256.57
1307 Pecan	\$86,043	\$129.06	\$193.17	\$140.88
1311 Pecan	\$395,980	\$593.97	\$888.98	\$648.35
1404 Pecan	\$131,406	\$197.11	\$295.01	\$215.15
1405 Pecan	\$172,971	\$259.46	\$388.32	\$283.21
1408 Pecan	\$264,948	\$397.42	\$594.81	\$433.81
1502 Pecan	\$278,484	\$417.73	\$625.20	\$455.97
1507 Pecan	\$256,488	\$384.73	\$575.82	\$419.95
1508 Pecan	\$298,601	\$447.90	\$670.36	\$488.91
1606 Pecan	\$175,905	\$263.86	\$394.91	\$288.01
1706 Pecan	\$146,012	\$219.02	\$327.80	\$239.07
1707 Pecan	\$104,961	\$157.44	\$235.64	\$171.86
907 Pine	\$156,550	\$234.83	\$351.45	\$256.32
908 Pine	\$244,103	\$366.15	\$548.01	\$399.68
1002 Pine	\$117,145	\$175.72	\$262.99	\$191.80
1004 Pine	\$164,509	\$246.76	\$369.32	\$269.35
1002 Walnut	\$294,609	\$441.91	\$661.40	\$482.37
1009 Walnut	\$77,166	\$115.75	\$173.24	\$126.35
1702 Water	\$206,052	\$309.08	\$462.59	\$337.37
1404 Wilson	\$448,499	\$672.75	\$1,006.88	\$734.34
1609 Wilson	\$41,121	\$61.68	\$92.32	\$67.33
1703 Wilson	\$138,308	\$207.46	\$310.50	\$226.45
Totals	\$15,268,827	\$22,903	\$34,279	\$25,000

Tax Exempt

1108 Walnut	Paul Quinn AME Church
1308 Walnut	Kerr Community Center
1002 Chestnut	Children's Advocacy
1409 Hwy 95	Fairview Cemetery
301 Paul C Bell	Primera Baptist Church

Delinquent

NONE

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12/6/16

MEETING DATE: 12/13/16

1. Agenda Item: **Consideration, discussion and possible action by the City Council for approval and adoption of the Resolution adding Multi-Bank Securities, Inc. to the Eligible Broker/Dealer List to engage in investment transactions on behalf of the City of Bastrop in accordance with the City of Bastrop's Investment Policy.**
2. Party Making Request: Tracy Waldron, Chief Financial Officer
3. Nature of Request: (Brief Overview)
4. Attachments: Yes X No
5. Motion Requested: Motion that this resolution be approved.

RESOLUTION NO. R-2016-33

**RESOLUTION AMENDING AND REESTABLISHING A LIST OF ELIGIBLE
BROKER/DEALERS FOR USE BY THE CITY'S INVESTMENT OFFICER, IN
ACCORDANCE WITH THE CITY'S INVESTMENT POLICY.**

WHEREAS, the City of Bastrop charter, Article VI § 6.13, provides that the City Manager may invest any City monies in accordance with policies adopted by the Council and provided by state law, and such policies shall be reviewed by the Council annually; and

WHEREAS, the City's Investment Policy requires broker/dealers eligible for the purchase and sale of investments be approved by City Council; and

WHEREAS, the City Investment Officer maintains a list of eligible broker/dealers; and

WHEREAS, the City Investment Officer has performed a due diligence review of the list of broker/dealers in compliance with the City's investment policy; and

WHEREAS, eligible broker/dealers have signed the necessary certification indicating their understanding of the City's Investment Policy and have implemented reasonable procedures and controls designed to fulfill its objectives and conditions; and

WHEREAS, the attached list adds Multi-Bank Securities, Inc.;

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

- (1) The City Council of the City of Bastrop, Texas, approves and adopts the eligible broker/dealer list attached hereto as Exhibit A and made a part hereof by this reference.

PASSED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 13th day of December, 2016.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

EXHIBIT A

Eligible Broker/Dealer List *Dec. 13, 2016*

BROKER
Financial Northeastern Companies
Multi-Bank Securities, Inc.

INVESTMENT CERTIFICATION FORM
CITY OF BASTROP, TX

Name of Organization: Multi-Bank Securities, Inc.
Telephone Number: 800-967-9045
Email Address: lmancini@mbssecurities.com

I hereby certify that I am a qualified representative of the above named business organization seeking to sell an authorized investment to the City of Bastrop, Texas.

I, and those responsible for the City of Bastrop account, have received and have thoroughly reviewed the City of Bastrop Investment Policy, adopted 11/17/2016

I acknowledge that the above named organization of which I am a qualified representative has acknowledged that the business has implemented reasonable procedures and controls in an effort to preclude transactions that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, or requires an interpretation of subjective investment standards.

Signed this 6th day of December, 2016.



Signature of Qualified Representative

Luigi Mancini

Printed Name

Vice President

Title

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: A REPORT WAS PROVIDED TO THE CITY COUNCIL ON NOVEMBER 22, 2016 REGARDING THE STATUS OF THE THIRD AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH XS RANCH. THE REPORT STATED THAT XS RANCH HAS APPROVED THE REVISIONS TO THE AMENDMENT RECOMMENDED BY MR. BRAGG. THE AMENDMENT PROVIDES AN OPTION TO OBTAIN 3,000 ADDITIONAL ACRE FEET WITH THE STIPULATION THAT THE OPTION MUST BE EXERCISED NO LATER THAN 90 DAYS AFTER THE CITY OBTAINS A FINAL NON-APPEALABLE ORDER FROM THE GROUNDWATER DISTRICT FOR WELL #1. THE ADDITIONAL \$1,000,000 FOR THE ADDITIONAL WATER RIGHTS WILL BE PAID IN FIVE ANNUAL PAYMENTS OF \$200,000 EACH BEGINNING JUNE 20, 2021. THE AMENDMENT HAS BEEN SIGNED BY MR. FOSTER FOR XS RANCH. RECOMMENDATION THAT AMENDMENT #3 TO THE RAW WATER PURCHASE CONTRACT BE APPROVED AND BE EXECUTED BY THE CITY MANAGER.

2. Party Making Request:

3. Nature of Request: (Brief Overview)

4. Attachments: Yes _____ No XX

5. Motion Requested:

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12/6/16

MEETING DATE: 12/13/16

1. Agenda Item: **SECOND READING OF AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

2. Party Making Request: Tracy Waldron, Chief Financial Officer

3. Nature of Request: (Brief Overview)

This budget amendment to the FY16-17 budget is required due to unforeseen expenses during the year or carry-over expenditures from previous year.

4. Attachments: Yes X No

5. Motion Requested: Motion that we approve the budget amendment for FY16-17 budget as presented.

ORDINANCE NO. 2016-33

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2017; and,

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

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

That the proposed budget amendments for the Fiscal Year 2017, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2017; and

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

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

READ and APPROVED on First Reading on the 22 day of November, 2016.

READ and ADOPTED on Second Reading on the 13 day of December, 2016.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

Exhibit "A"

City of Bastrop Memorandum

TO: Mayor & City Council Members
FROM: Tracy Waldron, Chief Financial Officer
SUBJECT: Ordinance Amending FY 2016 Budget
DATE: November 22, 2016

Recommendation:

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

Background:

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2017. Funds included in these amendments are detailed below:

- General Fund includes:
 1. At the Sept. 27, 2016 Council Meeting the Council approved the acceptance of the money associated with BEDC's desire to defease their 2008A debt. The Council approved the purchase of a piece of equipment used to clear drainage ditches and contracted services for the same, totaling \$350,000.
 2. Council approved the contract to repair the Library roof at the Oct. 25, 2016 meeting. This budget amendment appropriates the money in FY16-17 for this expense.
- Vehicle/Equipment Replacement Fund includes:
 1. Re-appropriate the purchase of a custodial van (originally appropriated in General Fund FY15-16 but did not receive by end of year)
 2. Fire Department has an opportunity to purchase a used truck and they have the funds in this replacement fund for the purchase (See memo attached)
- Hotel/Motel Fund includes:
 1. Appropriation of the funds needed to continue the advertising Bastrop Marketing Corp. was doing, until a marketing organization is established. (Budget presented by Sarah O'Brien in this agenda)
- Bastrop Art in Public Places Fund includes:
 1. Carry-over projects from FY15-16 that were budgeted but not completed (ie. Culture Walk, Photography installation for the Convention Center).
 2. Advertising that was committed in FY15-16 but not executed until FY16-17.

**FY 2017
BUDGET AMENDMENTS
GENERAL FUND**

Projected Fund Balance as of 9-30-16	3,737,828		
FY 2017 Budgeted Revenues	9,947,361		
FY 2017 Budgeted Appropriations	(11,093,257)		
11/2016 Budget Amendments (net)	0		
Ending Fund Balance	<u>2,591,932</u>	2,483,989	25% Reserve of Operating Expenses

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Matching Revenues to Expenditures:				
	Neutral	350,000	Capital Contributions-BEDC	101-00-00-4600
	Neutral			
	Neutral			
Total Revenues		<u>350,000</u>		
Matching Expenditures to Revenues:				
Public Works	Neutral	(255,000)	Equipment	101-18-10-6010
Public Works	Neutral	(95,000)	Drainage	101-18-10-5378
New Expenditures:				
Library	Increase	(99,811)	Building	101-21-00-6050
Police	decrease	50,811	Building	101-09-10-6050
Organizational	decrease	49,000	Contingency	101-02-00-5900
Total Expenditures		<u>(350,000)</u>		
Net Change		0		

FY 2017
BUDGET AMENDMENTS
VEHICLE & EQUIPMENT REPLACEMENT FUND

Projected Fund Balance as of 9-30-16	1,295,008
FY 2017 Budgeted Revenues	288,170
FY 2017 Budgeted Appropriations	(686,274)
11/2016 Budget Amendments (net)	(130,000)
Ending Fund Balance	<u>766,904</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT #</u>
New Revenues:				
New Expenditures:				
Public Works-Bldg Maint	Increase	(30,000)	Capital Outlay (Custodial Van)	380-00-00-6000
Fire Dept.	Increase	(100,000)	Capital Outlay (Fire Truck)	380-00-00-6000
Total Expense		<u>(130,000)</u>		
Net Change		(130,000)		

**FY 2017
BUDGET AMENDMENTS
HOTEL/MOTEL TAX FUND**

Projected Fund Balance as of 9-30-16	2,240,408
FY 2017 Budgeted Revenues	2,882,000
FY 2017 Budgeted Appropriations	(1,334,742)
11/2016 Budget Amendments (net)	<u>(400,000)</u>
Ending Fund Balance	<u><u>3,387,666</u></u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT #</u>
New Expenditures:				
	Increase	(400,000)	Advertising	501-80-00-5601
	Total Expense	<u>(400,000)</u>		
	Net Change	(400,000)		

**FY 2017
BUDGET AMENDMENTS
BASTROP ART IN PUBLIC PLACES**

Proj Fund Balance 9/30/16	109,727	
FY 2017 Budgeted Revenues	158,992	
FY 2017 Budgeted Appropriations	(150,950)	
11/2016 Budget Amendments (net)	<u>(37,769)</u>	
Ending Fund Balance	<u>80,000</u>	(FY14-FY17 budget requests have restricted \$20,000 each year for future proj)

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Revenues:				
	Total Revenues	<u>0</u>		
New Expenditures:				
	Increase	(28,569)	Contractual Services	504-00-00-5561
		(9,200)	Advertising	504-00-00-5601
	Total Expense	<u>(37,769)</u>		
	Net Change	(37,769)		



To: Tracy Waldron

From: Mark Wobus

Re: Purchase of Fire truck

Date: 10/26/16

Bastrop Co. ESD 2 has decided to sell a fire truck for the purchase price of \$100,000. Upon doing some research, I have found the price to be fair. Similar equipment sells from \$90,000 to \$145,000 depending upon age, mileage, pump capacity equipment on the apparatus and water capacity of the apparatus. This truck will also come with some equipment still on it, which will be a benefit to us.

The truck is a 2008 Freightliner/Ferrara with a 1000 GPM pump and a 2000-gallon water tank. The truck was originally purchased as one of four by Bastrop Co. ESD 2 and utilized as a tender (water truck) assigned to the Tahitian Village fire station. The truck is the best of the four and a familiar piece of equipment to us, as it has been assigned to the city's Tahitian Village station since it was delivered.

This truck would have several benefits:

- mutual aid response unit which would save miles and usage on the two pumpers
- providing the capability to supply a larger amount of water if the city water system goes down
- supply water in areas of the city that do not have a water system
- give us a backup truck if one of our other units were to breakdown
- provide us with a unit to list as a "reserve pumper" for ISO.

At the time the budget was being built for 2016-2017 this purchasing opportunity was not available. I am requesting funds from the VEF Account to be utilized to purchase this truck. The current account balance in the VEF for the Fire Department is, \$260,000.

The benefits, the cost and the capability make this a good deal and a wise purchase.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12/07/2016MEETING DATE: 12/13/2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON REPEALING THE CURRENT CITY CODE, SECTION 12.06.004 REGARDING 2 HOUR PARKING IN THE DOWNTOWN AREA AND REPLACING IT WITH A NEW ORDINANCE LIMITING LEGAL PARKING IN THE FOLLOWING AREAS TO THREE (3) CONSECUTIVE HOURS BETWEEN THE HOURS OF 8 AM AND 5 PM, EXCEPT BUSINESS HOLIDAYS: EAST AND WEST SIDES OF MAIN STREET FROM PINE STREET TO FARM STREET. CITY CODE, SECTION 12.06.011(B)(1) REFERRING TO "TWO-HOUR" PARKING WOULD NEED TO BE CHANGED TO "THREE-HOUR" PARKING.**

2. Party Making Request: **Council Member Schiff**

3. Nature of Request: (Brief Overview)

To discuss the two hour parking in the downtown area and the possible enforcement of these parking spaces pursuant to the code of ordinances.

4. Attachments: Yes X No

5. Motion Requested N/A

Sec. 12.06.004 - Restricted parking zones.

- (a) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than two (2) consecutive hours, between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and business holidays, in the following areas:
 - (1) On the east side of Main Street from Farm Street south through 801 Main Street.
 - (2) On the west side of Main Street from Farm Street south through 900 Main Street.
 - (3) On both sides of Spring Street in the 700 block from Main Street to Water Street.
 - (4) On the south side of Spring Street in the 600 block from Main Street to Alley A.
 - (5) On the north side of Chestnut Street in the 700 block from Main Street to the alley between the Odiorne Building and the Mitchell Building.
 - (6) On the south side of Chestnut in the 700 block from Main Street through 715 Chestnut (Maynard-McMurrey Building).
 - (7) On the north side of Chestnut in the 600 block from Main Street to Alley A.
 - (8) On the south side of Chestnut in the 600 block from Main Street to Alley A.
 - (9) On the north side of Pine Street in the 700 block from Main Street through Water Street.
 - (10) On the south side of Pine Street in the 700 block from Main Street through Main Street.
 - (11) On the east side of Pecan Street from the point of its intersection with Chestnut Street to its intersection with Walnut Street.
- (b) When signs are erected giving notice thereof, no person shall park a motor vehicle for more than fifteen (15) consecutive minutes between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and business holidays, in the following areas:
 - (1) Designated fifteen-minute parking spaces in front of city hall.
- (c) When signs are erected giving notice thereof, no person shall park a vehicle in a zone which is officially marked as a zone for physically handicapped persons unless that vehicle is marked with a device showing that a disabled person is being transported therein.
- (d) Upon conviction of violations of this section, violators will be fined as provided in section 1.01.009 of this code.

(1995 Code, § 10.604; Ord. No. 2006-31, 11-14-06)

Sec. 12.06.011 - Parking enforcement volunteers.

- (a) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.004 of the code of the city, and the parking laws of the state or the city, notwithstanding other provisions of the traffic laws. The term parking enforcement volunteers shall include all personnel designated by the Chief of Police as having the authority to issue parking citations as part of their job functions, regardless of job title.
- (b) That the Chief of Police shall have the authority and sole discretion to appoint and/or remove any person, with consideration given to the recommendations from the fire chief when related to enforcement under section 5.07.004, who is a citizen of the United States to issue citations for any vehicle found to be illegally parked in either:
 - (1) A two-hour parking space; or
 - (2) A parking area designated for the exclusive use of vehicles transporting persons with disabilities in the city, pursuant to V.T.C.A. Transportation Code, §§ 52.202 and 681.0101; or

- (3) A designated and marked fire lane, only for parking fire department volunteers enforcing laws under section 5.07.004; and
- (4) All other applicable law(s).
- (c) That each parking enforcement volunteer appointed pursuant to this article shall complete an application, and satisfactorily complete a course of training related to parking enforcement pursuant to this section, to be developed and conducted by the Chief of Police, or his designee.
- (d) That the application required by subsection (c) of this section shall show the correct name, current address and telephone number of the applicant. The Chief of Police, or his/her designee, is specifically authorized to require additional information from the applicant. Upon receipt of the application required by subsection (c) of this section, the Chief of Police will then make the final decision regarding the application.
- (e) Parking enforcement volunteers are hereby authorized to issue citations on any vehicle found to be in violation of sections 12.06.010 and/or 5.07.001 of the Code of Ordinances of the city, or found to be stopped, standing or parked in violation of the V.T.C.A. Transportation Code, ch. 681 (disabled/handicapped parking) and/or the fire code, in the same manner as any law enforcement officer of the state or county or municipality of the state, subject to the following limitations:
 - (1) No parking enforcement volunteer shall be deemed a peace officer, nor receive any compensation from the city while in the capacity of a parking enforcement volunteer.
 - (2) No parking enforcement volunteer shall be required to complete training as a peace officer.
 - (3) No parking enforcement volunteer shall have the power or duty to enforce any traffic or civil or criminal laws, other than those specifically identified herein.
 - (4) No parking enforcement volunteer shall possess or carry firearms or other weapons for the purpose of enforcing the parking law(s).
 - (5) No parking enforcement volunteer shall be entitled to any indemnification from the state, the county, or the city for any injury or property damage sustained as a result of enforcement activities. Each parking enforcement volunteer shall specifically acknowledge that such parking enforcement volunteer has no rights to any claim of injury or property damage resulting from parking enforcement activities.
 - (6) No government, agency, department or officer of the state, the county or the city shall be liable or accountable for any act or omission of any person appointed to issue parking citations pursuant to this section. Each parking enforcement volunteer shall specifically hold harmless the city, its employees, officers, and agents, from liability for any such act or omission by such parking enforcement volunteer.

(Ord. No. 2010-11, 4-27-10)

Agenda Item:

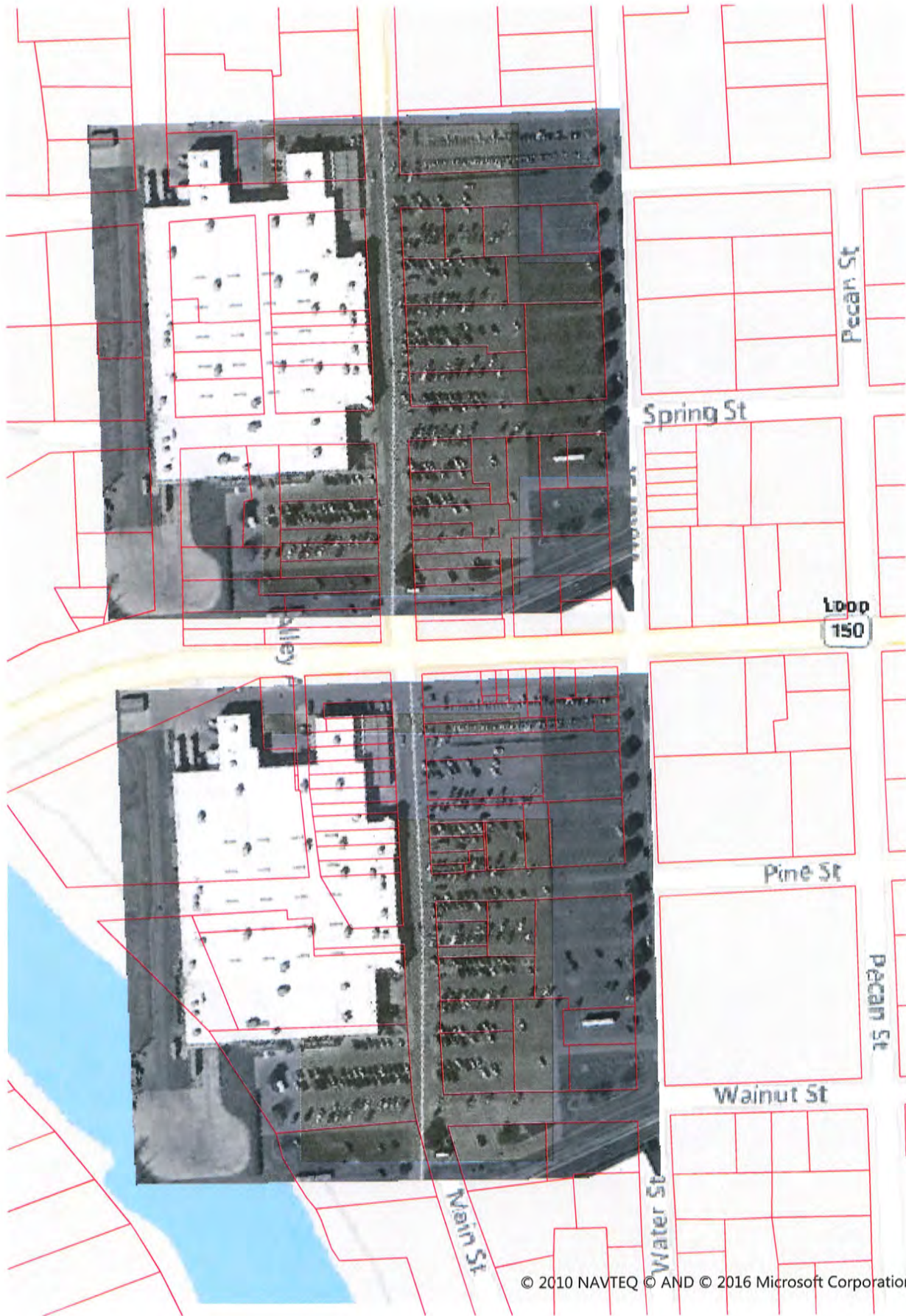
Consideration, discussion and possible action on repealing the current City Code, Section 12.06.004 regarding 2 hour parking in the downtown area and replacing it with a new ordinance limiting legal parking in the following areas to three (3) consecutive hours between the hours of 8 AM and 5 PM, except business holidays: east and west sides of Main Street from Pine Street to Farm Street. City Code, Section 12.06.011(b)(1) referring to "two-hour" parking would need to be changed to "three-hour" parking.

Motion:

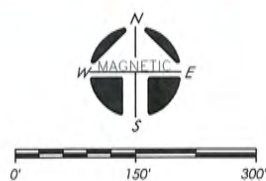
I move that we repeal parking Sec. 12.06.004 of the City Code and instruct the City Manager and Director of Public Safety to develop a new parking ordinance limiting legal parking in the following areas to three (3) consecutive hours between the hours of 8 AM and 5 PM, except business holidays: east and west sides of Main Street from Pine Street to Farm Street. Included in this motion would be to amend Sec. 12.06.11(b)(1) to read "three-hour" instead of "two-hour". The proposed new ordinance and amendment are to be brought back to the Council for consideration and possible approval by January 10, 2017.

Attachments:

Ordinance Sec. 12.06.004 and 12.06.011



12-13-2016



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WALMART PARKING OVERLAY
CITY OF BASTROP
DOWNTOWN PARKING

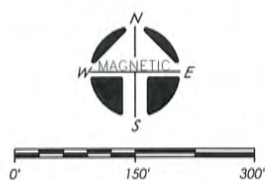
PREPARED BY THE CITY OF BASTROP
 PLANNING & DEVELOPMENT DEPARTMENT

DATE: DECEMBER 6, 2016



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12-13-2016



HEB PARKING OVERLAY CITY OF BASTROP DOWNTOWN PARKING

PREPARED BY THE CITY OF BASTROP
PLANNING & DEVELOPMENT DEPARTMENT

DATE: DECEMBER 6, 2016

Off-Street Parking

Parking Lot ID

- 1 Library
- 2 First National Bank
- 3 NW Corner - Spring St. and Water St.
- 4 NE Corner - Spring St. and Water St.
- 5 Lot 3 (Senior Center)
- 6 Alley 'B' - Behind Old City Hall
- 7 Alley 'D' - Pine St. and Water St.
- 8 Pine St. and Water St. (Kershaw Lot)

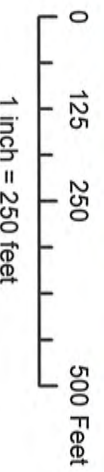
On-Street Parking

Street Name

- Chestnut St
- North Main St.
- Pine St.
- South Main St.
- Spring St.
- Water St.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



City of Bastrop Downtown Parking Map

12-13-2016

OFF-STREET PARKING SUMMARY

Collection Date & Time

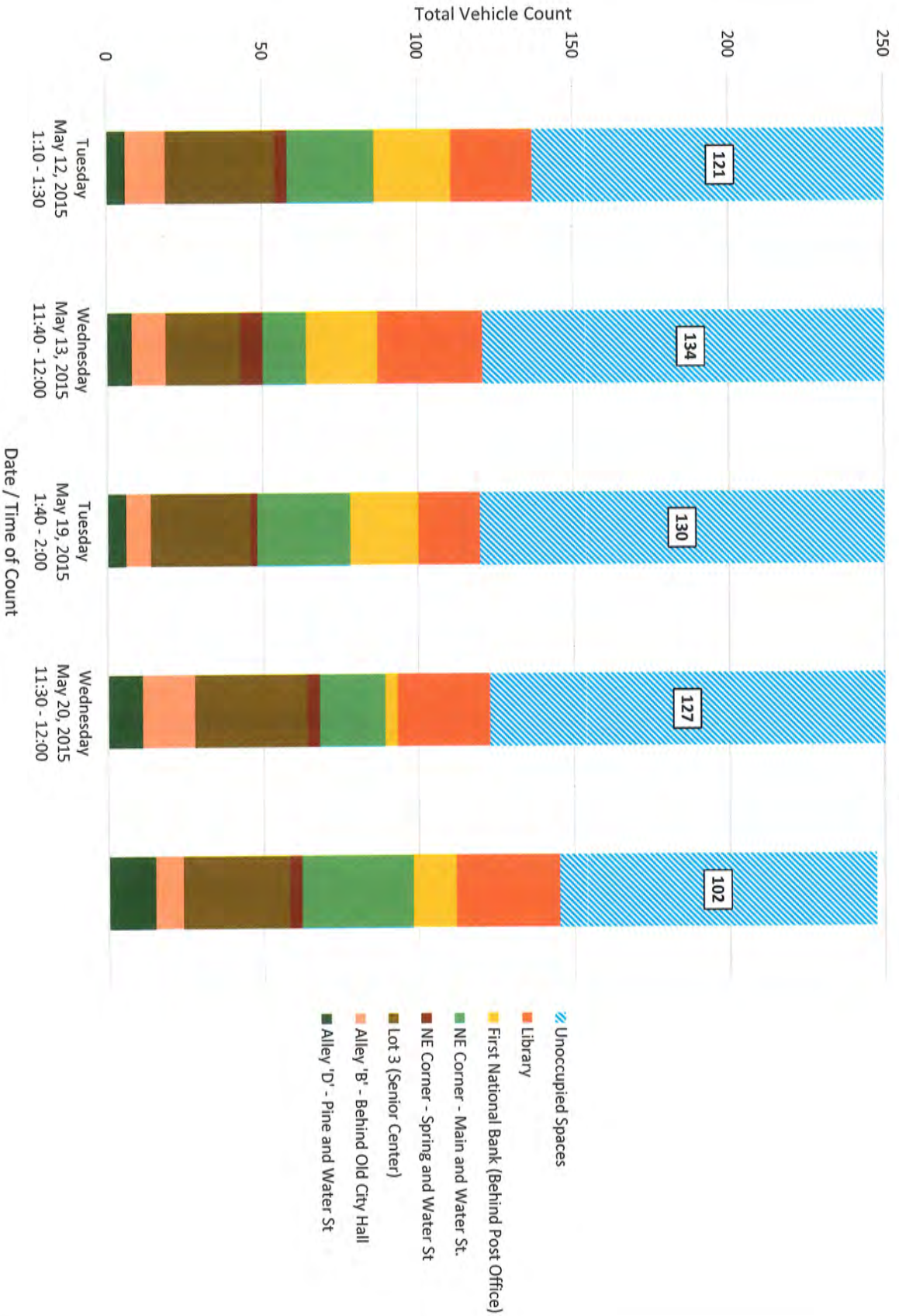
Lot #	Location	Capacity	Tuesday May 12, 2015 1:10 - 1:30	Wednesday May 13, 2015 11:40 - 12:00	Tuesday May 19, 2015 1:40 - 2:00	Wednesday May 20, 2015 11:30 - 12:00	Friday May 29, 2015 12:00 - 12:20	Average Occupancy
1	Library	63	26	34	20	30	33	45%
2	First National Bank (Behind Post Office)	40	25	23	22	4	14	44%
3	NE Corner - Main and Water St.	42	28	14	30	21	36	61%
4	NE Corner - Spring and Water St.	20	4	7	2	4	4	21%
5	Lot 3 (Senior Center)	37	35	24	32	36	34	87%
6	Alley 'B' - Behind Old City Hall	23	6	8	6	11	15	40%
7	Alley 'D' - Pine and Water St	31	22	25	30	30	33	90%
8	Pine and Water St (Kershaw Lot)	24	13	11	8	17	9	48%
TOTAL		280	159	146	150	153	178	56%

ON-STREET PARKING SUMMARY

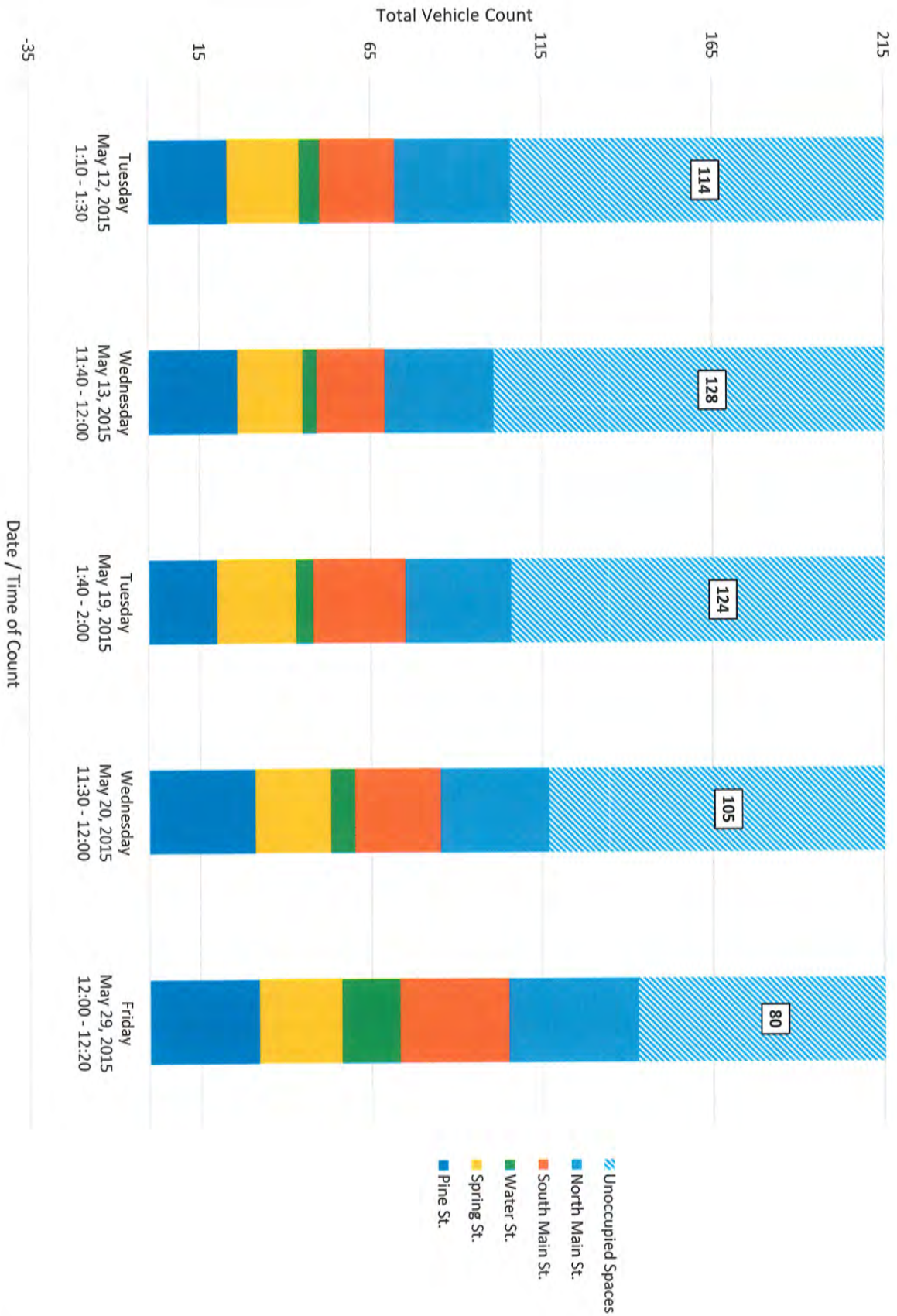
Collection Date & Time

Street Name	Limits	Capacity	Tuesday May 12, 2015 1:10 - 1:30	Wednesday May 13, 2015 11:40 - 12:00	Tuesday May 19, 2015 1:40 - 2:00	Wednesday May 20, 2015 11:30 - 12:00	Friday May 29, 2015 12:00 - 12:20	Average Occupancy
North Main St.	Chestnut St. to Farm St.	41	34	32	31	32	38	81%
South Main St.	Walnut St. to Chestnut St.	34	22	20	27	25	32	74%
Chestnut St.	Alley B to Water St.	29	19	10	9	17	16	49%
Water St.	Walnut St. to Farm St.	44	6	4	5	7	17	18%
Spring St.	Church St. to Pecan St.	49	21	19	23	22	24	44%
Pine St.	Main St. to Pecan St.	42	23	26	20	31	32	63%
TOTAL		239	125	111	115	134	159	54%

Off-Street Parking Lot Occupancy Chart



On-Street Parking Space Occupancy Chart



CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE CREATION OF A CHARTER REVIEW COMMITTEE.**
2. Party Making Request: **Council Member McAnally**
3. Nature of Request: (Brief Overview)

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING “PEDICAB SERVICE” IN THE CITY OF BASTROP.**

2. Party Making Request: **Interim City Manager, Marvin Townsend**

3. Nature of Request: (Brief Overview)

4. Attachments: Yes XX No _____

5. Motion Requested: Approve

What We Bring to the Table:

Hello, Bastrop!

My name is Robert Clark Boyd Jr. I am 31 years old, born and raised in Central Texas, a husband, self-employed, and have operated a pedicab in Austin, Texas since January of 2014. I absolutely love pedicabbing. Riding on a pedicab is a unique experience for the customers and the operator alike. It provides an opportunity to really soak in the flavors of a city or a small town in a way which no other means of entertainment and transportation can accomplish. A person can really marvel at the aesthetics of an historical home, feel a breeze not so typical of a Texas Summer, hear the music of a good band in the distance, and smell the aroma of delicious Southern style cookin' all while relaxing with a couple of friends on a day out shopping and sightseeing. It's the perfect addition to a weekend out of town, or a fun thing to do with the kids en route to one of the many nearby parks!

Pedicabbing in Austin is great, but there are reasons Bastrop is right for Pine Street Pedicab.

Here's What We Bring to the Table:

- A family-friendly and professional service which strives to educate folks about the history of Bastrop (starting pre-Mina, New Spain up to modern time) as well as entertain. We want to show Bastrop as the warm, welcoming, and charming small town that it is, and every person at Pine Street Pedicab will exude the very best of gracious hospitality.
- A revenue-generating local service. We want to stimulate the local economy, and be a part of it!
- Pedicabbing Promotes Local Business and Tourism. There are several businesses and restaurants within our proposed area of operations. The Convention Center and Museum are also included. In addition, Downtown Bastrop hosts numerous events (Veteran's Day Celebration, First Friday Art Walk, Pine Street Market Days, and Fireworks Shows at the Colorado River Pedestrian Bridge to name a few), and many local hotels could benefit immensely by adding sightseeing and historical tours to their concierge services (Hyatt Lost Pines, Holliday Inn, Best Western, Hampton, Pecan Street Inn, etc.).

Our Plan (in a nutshell):

We understand that this type of business is new to Bastrop, and that these things take time to fully flourish. That's okay, we're in it for the long haul. Susan and I believe in patience, hard work, and dedication. Furthermore, we are extremely passionate about bringing new life and adding value, both culturally and financially, to Downtown Bastrop. After all we plan to raise our family here.

Initially, Pine Street Pedicab plans to operate solely on weekends (most Saturdays and Sundays with an occasional Friday between and minus days of inclement weather) and during special events. As the demand for our services increases, we plan to adapt to the market as necessary. Expanding our business hours, and testing weekday pedicabbing will be our first steps. Secondly, if sufficient demand for our services exists, we will expand our fleet and procure a shop of operations downtown. Advertisement space on our cabs, at our shop, and on our person will also be available. We will emphasize buying local, and will prioritize advertisement interests from local shops, restaurants, and other types of business, etc. Even while resting, we can stimulate the economy!

Basically, we plan to take things a step at a time to ensure the greatest possible success and longevity for our business downtown, and to help generate revenue for fellow entrepreneurs in the area. We are pioneers, and we want to start this the right way.

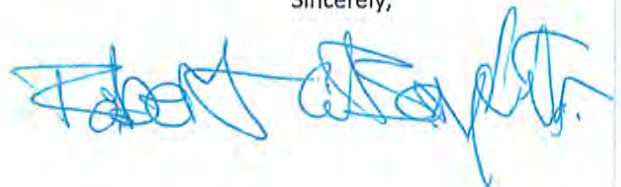
Feel free to contact me at any time to discuss this further:

Cell Phone: 512-247-1758

Email: robert.boyd.enterprises@gmail.com

Thank you for your time, and have a wonderful day!

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Boyd", followed by a flourish.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12/5/16

MEETING DATE:12/13/16

1. Agenda Item: **Consideration and Discussion of the Bastrop 1832 Farmer's Market goals & objectives and future lease agreement. The Bastrop 1832 Farmer's Market board of directors has made great strides in setting goals and objectives in relationship to their evolving Business Plan development to ensure their future success as a destination market that is inclusive. Their current lease agreement expires on 12/31/16. The Board of Directors has also submitted an offer for continuation of their lease in 2017.**
2. Party Making Request: Sarah O'Brien, Main Street Program Director
3. Nature of Request: The Bastrop 1832 Farmer's Market board of directors has made great strides in setting goals and objectives in relationship to their evolving Business Plan development. Their current lease agreement expires on 12/31/16. The Board of Directors has also submitted an offer for continuation of their lease in 2017.
4. Attachments: Yes X No _____
5. Motion Requested: Direct staff to develop a lease to be considered at the January 10th City Council meeting.

Bastrop 1832 Farmers Market Business Plan

Draft: 9/20/16

History and Scope

The Bastrop 1832 Farmers Market is a project of the Bastrop Sustainable Agriculture Community (BSAC), a 501(c) 3 tax exempt nonprofit corporation. The Corporation is a certified farmers' market operated in accordance with state, county, and local laws, for the benefit of farmers and consumers alike. Founded in 2008, the Corporation strives to achieve myriad purposes in the public interest in addition to founding and operating the 1832 Farmers Market:

- Coordinates, sponsors and host community oriented events
- Educates youth and local persons about agriculture
- Became certified by TDA in order to accept [the Texas Lone Star Card program].
- Volunteers at local events to educate attendees about the mission of the organization
- Participates in the “No Farms, No Food” campaign of the American Farmland Trust
- Holds public events on relevant topics, including advice on growing herbs and instructions on organic gardening
- Hosts and staffs a drop-off site for donations to the Bastrop County Emergency Food Pantry. The Bastrop 1832 Farmers Market is a proud supporter of the Bastrop County Emergency Food Panty, and hosts this event year around
- Hosts and staffs a drop-off site for donations to the Bastrop County Animal Shelter
- Encourages the adoption of dogs and cats by providing a space at the Farmers Market for Bastrop’s dog and cat organizations

for events that gives the opportunity for these furry friends to find forever homes

- Held free petting zoo/s to educate children and their parents about farm animals raised in the local community
- Worked with the Bastrop Association for the Arts to facilitate the development of the local art community, co-sponsoring the annual Harvest Art Fest and its fundraisers for the local high school art department
- Constructed a “demonstration garden” to teach the public about methods of growing local foods and donates all food grown in the demonstration garden to the Bastrop County Emergency Food Pantry
- Maintains an associate membership in TDA’s “Go Texan!” program

The 1832 Farmers Market is a TDA certified farmers market and is governed by a five-member board, elected by vendor members and including two non-vendor members. The board provides strategic policy direction and operational oversight for the 1832 Farmers Market. The Market Managers serves at the pleasure of and is not a voting member of the board of directors.

1832 Farmers Market Vision

The 1832 Farmers Market exists to create a farmers marketplace for small family farmers, ranchers, producers, and artisans to provide Bastrop and the surrounding area with locally grown foods and farm products in a direct farm-to-consumer marketing venue that serves diverse populations, preserves and promotes regional agriculture and enhances the quality of life in the greater Bastrop area.

Market Analysis: by the numbers

Industry research shows spending in farmers markets keeps monies in circulation with the local community. A series of case studies by Civic Economics shows that for every dollar spent at a large chain store, **only 15 cents** stays in the area, while locally owned enterprises like a farmers market **retains 30 to 45 cents** of every dollar spent in the area. Since the Bastrop 1832 Farmers Market began in May of 2008 and through the end of 2015, the market has contributed nearly \$1.4 million to the Bastrop economy. Additionally, many vendors sell taxable items in which a portion of that revenue is returned to the City of Bastrop as sales tax revenue. Permits and licenses required to operate the various individual vendor businesses are paid directly to the county and state by the individual vendor.

As of October 2016, the Bastrop 1832 Farmers Market features some 27 vendors (produce, meat, prepared foods and artisan goods) per month, monthly vendor sales averaging approximately \$18,000 per month and draws more than 1000 visitors/customers per month. It is the sole farmers market currently operating within the City of Bastrop and is located on City property at the corner of Fayette and Chestnut Streets. The market currently leases the property on a month-by-month basis from the City under an exclusive-use agreement established in 2008 and for which the market pays a token \$1 per month. The market is responsible for the maintenance of the property and for water/waste water and electrical service, at a cost of about **\$400 per month.**

Current market targets include:

- increasing the number of vendors by 20 percent,
 - increasing total vendor sales by 10 percent,
 - increasing the number of customers by 20 percent.
- Vendor targets are:

- 60 percent agriculture,
- 30 percent “value added,” and
- 10 percent nonfood artisan vendors.

Plans for achieving those targets include enhanced recruiting, (newsletters, website, social media, flyers and contact with the County Extension Services), increased vendor offerings, and vendor “best practices.”

In June of 2016, the market board decided to focus on the Saturday Market (held every Saturday 10-2, year around) and suspend the Tuesday market.

Market Analysis (SWOTS)

Strengths:

- Accessibility (Chestnut Street location, frontage)
- Onsite parking
- Proximity to BCEC and BCEC parking, the Lost Pines Art Center, and the Central Business District
- Access to electricity and water
- Dedicated year-around, 24/7, use of lot and two metal-frame buildings
- Favorable lot rental
- Return customers
- Range of vendors and products
- Competitive produce cost
- Saturday morning market
- Quality of products
- Population base
- “Local Foods” movement
- Improved Market Plan
- Improved Market Vision

- Support of Bastrop Main Street Program for a strong farmers market

Weaknesses

- Visibility to traffic
- Inconsistent number of vendors (averaging from 15-25) and range of products
- Ongoing outreach to prospective vendors and customer base
- Maintenance/utility obligation
- Security of stored equipment
- Poor bathroom facilities

Opportunities

- Use of Facebook and other social media to “spread the word” about the Market
- Recruitment of new vendors
- Market growth (vendors and products) which has the potential to foster co-marketing and diminish competitive challenges
- Culinary District participation
- Continued forward planning

Threats

- Loss of location
- Unfavorable perceptions (negative comments)
- Loss of vendors and patronage

Marketing Plan

Successful marketing requires a solid product, a clear vision of what short-term and long-term success means, and a good grasp of who the

customers are and can be. Marketing general falls out into four major thrusts.

Public Relations

- Continue building an image of positive public perception, and nurturing confidence, goodwill and support. Focus:
 - Instilling and conserving among all audiences a favorable perception of the market, its product array, its all-seasons reliability, its role in promoting farming and gardening, its role in support of the Food Pantry, its responsiveness to its customers and the community.
- Possible Activities:
 - Contact Master Gardeners to set up a booth at the market to discuss home gardening
 - Send invitations to restaurants in the Culinary District to visit the Market
 - Invite local restaurant chefs to visit the market to sample locally grown featured items
 - Print new market brochures, rack cards, and doorknob hangers for distribution in the community (hotels, visitor center, downtown businesses)
 - Partner with nonprofits charity organizations (such as the Bastrop Food Pantry) to help raise funds on their behalf
 - Hold artistic and/or health events
- Targeted Outreach:
 - Recognizing multiple audiences
 - Efficiently using tools available to reach each with specific, engaging/compelling messages (e.g. health conscious,

“organic” minded, cooking and kitchen skills, smart buying, budget stretching)

- Possible Activities:

- Contact food pantries within a 25-mile radius about market events and SNAP benefits
- Promotion of pet adoptions
- Host non-profit fundraising (e.g. firefighters)
- Explore community partners to assist with ideas, personnel, and funding
- Test various slogans/catch phrases
 - Fresh, Healthy, Local, Shop Bastrop 1832 Farmers Market)
 - Shop Bastrop1832 Farmers Market
 - Bastrop 1832 Farmers Market – Get Fresh, Get Healthy, Get Local
- Continue to recruit more vendors to increase offerings
- Encourage vendors to increase offerings
- Support vendor education about best practices that will yield improved sales
- Increase community outreach, both wide spectrum and segmented, employing approaches that bests reach/motivate targeted audiences

- Promotions:

- Invite health oriented businesses to set up a booth to acquaint customers with their products
- Set up a get out and “vote” booth
- Host a soup cook-off each November by the Bastrop CATS
- Offer free use of porch when not in use for various groups (e.g. Yoga, Health care organizations)

- Do weekly e-blasts/social media postings to let customers know what is in season
 - Set-up “Market Today” around town on Saturday mornings
 - Work towards more prominent signage at the market site
- Merchandising: (ensuring products are well displayed in an attractive, welcoming environment)
 - Focus: affirming and enhancing the “market experience”; customer service; sensory appeal; individual attention; presentation of goods; availability of samples and recipes; in support of sales.
- Possible Activities:
 - Recruit musicians to play during market hours
 - Hold gift certificate drawings to reward current customers and new visitors (gather names for mailing lists)
 - Offer tote bags for purchases
 - Display a large chalkboard in front of the building with featured veggies
 - Invite local chefs to do cooking demos
 - Quarterly clean-up of market space

Operational Plan

Market operations are continually observed to enhance/generate vendor and customer relations and loyalty, and to sustain the highest possible product quality. Responsibility resides with the board of directors, both individually and as the market's governing body.

Addressing the fundamentals: Operations

- Continue to review the existing regulations, bi-laws, procedures and practices governing market operations to ensure alignment with the mission and goals of the organization, which will avoid unnecessary constraining vendor recruitment and retention, and market efficiency and customer service:
 - Strive for continuous improvement; routinely gather customer and vendor feedback in an effort to ensure continuous enhancement of the farmers practices and offerings.
 - Continuously recruit new vendors and encourage enhancement of product offerings.
 - Ensure that all vendor and customer complaints are handled as expeditiously and as fair-minded as possible.

Financial Plan

- Founded in 2008, market sales have averaged a 12% growth each year between 2008-2013, with 2014 reaching an outstanding increase of 28% with vendor sales of \$254,671. This successful increase was due in part to the November Harvest Art Fest, and excellent vendor sales in the Spring and Summer months. In 2015, sales did not reach the 2014 sales, but exceeded the 2013 sales by 16% (\$32,658) – even with the Harvest Art Fest being rained-out. In 2016, a number of factors impacted market sales, including economic conditions and weather conditions (flooding and drought which hindered produce production), and the death of one of the market vendors. In order to focus on the Saturday market, in June, 2016, the market board closed the Tuesday market which resulted in a slight drop in sales. Estimated vendor sales for 2016: between \$210,000 and \$225,000.

- **Addressing the Fundamentals: Finances**

Market leadership is committed to nurturing a growing market and to sustaining a positive operational balance sheet. Specific strategies include:

- Analysis of current financial resources, reserve, and FY2016 budget
- Draft FY2017 budget that contemplates:
 - Shared Use: Assessment of an increased rental rate for the larger metal building and adjacent area for specific hours/days throughout the year, plus a supplemental lease of the small metal building for storage throughout the year.
 - Allocate for paid advertising and marketing collateral (social and present media, production and distribution of advertising collateral, etc.)
 - Set sales and traffic goals for the year.

Marketing

Goal: Promote the Market as the premier place in Bastrop County for fresh local food with the best and widest selection of fresh produce, meats, etc.

- **Fresh from Farm to Market to You!**

- Implement survey to determine any necessary changes requested by customers
- Strengthen market offerings by recruiting more vendors

- Increase farmer vendors by 50% with continuing recruitment efforts
- Analyze sales by category to stay within our guidelines of 60% agriculture, 30% value added, and 10% artisan.
- Actively utilize digital advertising including Face book, Twitter, Constant Contact, and web sites.
- Reevaluate print advertising to determine the value due to limited returns versus the expense
- Create market brochures for mass local distribution that includes a \$2 coupon to encourage consumer visits to the market
- Add live music
- Sponsor more events that encourages visitors to the market
- Utilize gift certificates for customer drawings and add names to email list

Operations

- Board members are committed to total involvement in the market operations, marketing and advertising efforts, promoting events via Facebook, and Constant Contact email newsletters
- Review rules and regulations, etc. for improvements in operations
- Board approval in vendor selection process after initial prospective vendor contact with Market Manager
- Review fee structure of market

Financials (Goals)

- Increase vendors by 20% over current 25 vendors
- Increase sales by at least 10% over 2016
- Increase customers count by at least 20%
- Seek business sponsorships within local community

2016 Rental Proposal

Bastrop 1832 Farmers Market

The Bastrop 1832 Farmers Market's plan in moving forward is to continue building a relationship with the City and support their project of converting the property at 1302 Chestnut Street into a Community Events Center.

The Market's plan/preference is to remain at the current location (1302 Chestnut Street), occupying the building on Saturdays, year around, from the hours of 9:00 a.m. – 3:00 p.m. This includes one hour each for setup and break down around the hours of operation which are 10:00 a.m. – 2:00 p.m. This leaves the building available for rental on Saturday evenings.

The Council's preliminary plans for the Community Events Center stated that daily rental charges will be \$150/day. Working off this premise, we feel a rental price of half (\$75.00) would be in order. This conclusion comes with the consideration that the Market would be renting this spot continuously throughout our lease agreement. We would also pay the rental charge in full at the beginning of each month, securing a steady and reliable income source that the City is looking for from this property. We operate on a limited budget and therefore find the \$300/month offer a reasonable rate. We hope the City recognizes the valuable service we have provided to the community for the last 8 years and the support we have from many of the citizens of Bastrop to the conclusion of a fair and equitable lease rate that allows us to participate in your new plans by being the cornerstone for the Bastrop Community Events as we all grow and prosper moving forward.

A MEMO TO COUNCIL MEMBERS FROM MAYOR KESSELUS

I recently enjoyed a most enlightening conversation with a citizen regarding the issue at hand, and I think it will be helpful for me to share my renewed, current views with you. The following bulleted points are those which I consider essential and they are followed by a proposal which I ask you to consider.

- The property itself (A little history)
 - The city purchased the property between the convention center and the railroad tracks solely for the purpose of having it available for convention center expansion. Whatever we do with the property must take this into account.
 - The council has repeatedly asked city managers to find ways to produce more income from rental of the convention center and in the process of accomplishing this goal to find the best ways to use the property under consideration. One specific instance is our request for the manager and staff to investigate the possibility of having RV spaces there in order to make it more conducive for certain conventions to meet in Bastrop.
 - Use of the property for the benefit of the convention center is our number one priority.
 - While we have been waiting to accomplish such a goal, the council has agreed that the lot does not need to remain completely idle.
 - Nearly a decade ago the council decided to use the property for the use of farmers selling produce. The initial growers eventually split into two groups, with the 1832 Farmers Market occupying the western most portion and the River Valley Farmers occupying the eastern side. When we took over the eastern area to expand the usability of wedding venues at the convention center, we asked the two groups to work together to use the remaining property. When they could not agree, we simply discontinued working with the River Valley Farmers. (We might have offered it for proposals to both,

choosing the one who would be the better, but we did not even think of that.)

- Knowing that we might have use for the “barn” on the property as part of expanding use of the convention center, we spent about \$60,000 fixing it up.
 - For the past several years, we have had a contract with the 1832 Farmers Market, by which they pay us a token amount and pay for utilities. In addition, the agreement calls for the city to be able to discontinue the agreement with a month’s notice.
 - This year, the council has expressed the view that we need to gain more income from use of the property and some members have expressed concern about the exclusive use of the property by the 1832 Farmers Market.
 - Earlier this year the council agreed to continue the month by month agreements with the 1832 Farmers Market until the end of this December.
- Connection with the Main Street Program
 - To my memory, the following has never been a part of council conversations: Since we are in a position to find a secondary use for the property, while awaiting development of a plan to utilize the property to benefit convention center revenues, it would be consistent with the mission of the Main Street Program to permit and promote such usage of the property as would draw people (tourists and area residents alike) into our central city.
 - Aiding the Main Street Program’s mission, might be considered as a secondary, temporary priority. If so, we need to find as many ways as possible to gain income for the city and encourage activities on the property that might attract people to the center city.
 - One such use, of course, is already in place and, I think, needs to continue – that is, a Farmers Market.

- The current environment for Farmers Markets
 - The most important thing I learned this week, is that my view of what a Farmers Market is does not work in the 21st century. The former practice that I grew up with in days when people living in rural areas of Bastrop or Bastrop County would periodically come to Bastrop and sell produce from the back of their pickup is no longer economically feasible. If we insist on such a farmers market plan, it will very likely fail, and therefore will cease to support the second priority, attracting people to our center city.
 - Furthermore, in the 21st century, having an agreement with an established organization is essential for a successful continuation of a farmers market in general, and specifically on this location. This is because consistency of products being offered on a weekly basis is essential to building up a customer base that will not have to guess whether farmers will show up on a given day, etc.
- Exclusivity
 - Consequently, I realize that that my passionate view about making the place open to anyone on Saturdays, while allowing the kind of openness and inclusivity that I believe we all want to support, it is not practical in today's economic climate.
 - A way to provide some level of openness, however, is to learn a lesson from five or six years ago, when we removed the River Valley Farmers from a previous agreement without giving them a chance to vie for use of the remaining property after we created the wedding venue.

A proposal follows on the next page.

A PROPOSAL

- While the city manager continues to search for ways to use the property under consideration to gain more income for the convention center, the Council will charge the city manager with continuing in the meantime to search for ways to provide more use of the property in order to gain income for the city and to draw people to our center city.
- One such use will be for a Saturday farmers market.
 - The city manager will develop guidelines for a potential agreement with an organized group of farmers, probably a non-profit. These guidelines will include, among other things.
 - Procedures and rules that are consistent with our ordinances and values
 - Rental at an acceptable price
 - Use of the buildings on the property will be consistent with the best procedures for developing uses on Saturday market days and also on other days, as we seek to draw people to our center city.
 - The manager will offer the property on Saturdays to any organization (probably non-profits) that make proposals, and will recommend to the council which organization he thinks we should make an agreement with.
 - Length of term of agreement
 - Since it is very advantageous for modern farmers groups to plan ahead for marketing, the manager will set up an agreement for one year. However, the agreement will also include the proviso that if we find occasion to use the property for our primary use (that is, gaining income for the convention center), we will provide an alternate site for the remainder of the year.
 - While guidelines are prepared, proposals called for, and an agreement signed, the manager will continue to offer use of the property to the 1832 Farmers Market on a month by month basis.
 - In order to accommodate seasoning planting cycles, the process of making an agreement with a farmers market organization will be completed in time for an agreement to be activated by March 1, 2017.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPOINTMENT OF THE INTERIM CITY ATTORNEY TO THE POSITION OF CITY ATTORNEY AS DISCUSSED AT THE COUNCIL MEETING ON NOVEMBER 22, 2016 AND CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING A PROPOSED ATTORNEY AND CLIENT AGREEMENT TO BE EFFECTIVE DECEMBER 13, 2016.**

2. Party Making Request: **City Council**

3. Nature of Request: (Brief Overview)

4. Attachments: Yes XX No

5. Motion Requested: **Motion to appoint Interim City Attorney David Bragg to the position of City Attorney and approve the proposed "Attorney and Client Agreement" to be effective on December 13, 2016.**

ATTORNEY AND CLIENT AGREEMENT

This is an employment agreement, and an appointment of an attorney-in-fact, between DAVID F. BRAGG ("Attorney") and the CITY OF BASTROP ("Client").

1. Scope of Employment. Attorney has been duly appointed City Attorney by the Mayor with the consent and approval of the City Council. In this capacity, Attorney shall perform the duties specified in the Bastrop City Charter, section 3.10 and the City of Bastrop Code of Ordinances, Article 9.04, including the following :

(a) be legal advisor to and attorney for the City Council and all officers of the City acting in their official capacities;

(b) represent the City and its departments in all legal proceedings;

(c) perform the duties specified in Sec. 1.15.130 of the Code of Ordinances of the City of Bastrop pertaining to the Ethics Commission;

(d) attend the municipal court and conduct all prosecutions brought in the court personally or through an attorney to whom the responsibility has been delegated;

(e) attend all meetings of the City Council unless directed not to attend by the Mayor and City Manager, so long as no other member of the City Council has requested Attorney's presence at the meeting and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council;

(f) take affidavits against any person charged with violating any of the ordinances of the city and prepare and draw up all complaints against persons so charged;

(g) draft all ordinances passed by the Council when requested to do so.

(h) draft or review all contracts to which the city may be a party;

(i) institute suits on behalf of the city whenever in his opinion such proceedings are necessary to protect the rights or interests of the city; provided however that except in cases of an emergency, no suits shall be initiated by Attorney without the approval of the City Manager and City Council;

(j) perform such other duties in his capacity as City Attorney as may be directed by the City Council or City Manager.

2. Attorney-in-Fact. Client hereby constitutes and appoints Attorney to be Client's attorney-in-fact and authorizes him to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to perform the duties specified above.

3. Attorney's Fees. This is an hourly attorney's fee agreement. Client agrees to pay Attorney \$200.00 for each hour of legal services provided, except for attendance at City Council meetings, the fee for which will be \$125 an hour. Attorney will provide a statement of legal fees incurred on a monthly basis to Client. Payment is due upon receipt.

4. Costs. All out-of-pocket expenses incurred by Attorney in the handling of Client's claims will be billed to and reimbursed by Client on a monthly basis. "Out-of-pocket" expenses means payments made by Attorney to third parties. Such expenses will be billed in the exact amount incurred with no override or handling fee added by Attorney. Attorney will not charge for travel expenses within the central Texas area.

5. Reporting. Attorney will report to and be subject to the supervision of the City Manager. Attorney will report directly to the Mayor or members of the City Council if requested to do so on any particular matter.

6. Ethics. Attorney acknowledges that he is bound by not only the rules of conduct of the Supreme Court of Texas but also by the City of Bastrop's Ethics Ordinance and the City of Bastrop's conflict of interest policies and ordinances.

7. Termination. Attorney may be terminated only by the Mayor with the approval of a majority vote of the City Council.

8. Texas Law Applies. This agreement shall be interpreted and construed according to the laws of the State of Texas.

9. Place of Performance. This agreement is to be performed in Bastrop County, Texas, although the work involved may occur in a different County.

10. Effective Date. This agreement is effective as of _____, 2016.

SIGNED AND AGREED TO ON THE DATE SHOWN.

DAVID F. BRAGG

Client: CITY OF BASTROP, TEXAS

City Council of Bastrop, Texas

By _____
David F. Bragg

By: _____
Kenneth Kesselus, Mayor
"Client"

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 6, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTION OF A STANDARD LEASING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES.**

2. Party Making Request: Andres Rosales, Director of Information Technology

3. Nature of Request: (Brief Overview)

THE CITY CONTINUES TO RECEIVE REQUEST TO ALLOW TELECOMMUNICATION AND CABLE PROVIDERS TO ATTACH CABLE AND/OR VARIOUS DEVICES TO THE CITY'S POLES OR OTHER FACILITIES. AN ORDINANCE SETTING STANDARDS AND RATES FOR ANY SUCH ATTACHMENT WOULD ALLOW THE ELECTRIC DEPARTMENT AND INFORMATION SERVICES TO PROCESS SUCH REQUEST WITH OUT SEPARATE CITY COUNCIL ACTION ON EACH REQUEST.

4. Attachments: Yes X No

5. Motion Requested: Motion that we approve the first reading of the Licensing Agreement for Attachments to Utility Facilities ordinance and adoption of fees and charges.

**CITY OF BASTROP
LICENSING AGREEMENT
FOR
ATTACHMENTS TO UTILITY FACILITIES**

This Licensing Agreement (hereinafter, the "Agreement") dated the _____ day of _____, 2016, is made by and between the City of Bastrop (hereinafter called "**Utility**"), a home-rule municipal corporation of the State of Texas, and _____ (hereinafter called "**Licensee**").

RECITALS

- A. Licensee proposes to install new, or maintain existing, cables, wires and associated equipment on Utility's Poles and within portions of Utility's Conduit System to provide Communications Services.
- B. Subject in all instances to considerations of Utility's service requirements including considerations of capacity, safety, reliability, and generally applicable engineering purposes, Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on Utility's Poles, or within Utility's Conduit System, provided that Utility shall have the absolute right to refuse to issue any Permit hereunder whenever Utility reasonably determines that the issuance of such Permit is not possible because of insufficient capacity or for reasons of safety, reliability and generally applicable engineering principles.

AGREEMENT

In consideration of the promises, the mutual covenants, and the terms and the conditions contained in this Agreement, the parties mutually agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- A. Assigned Space: means space on Utility's Poles or within Utility's Conduit System that can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service or electric service. The neutral zone or safety space is considered Assigned Space.

- B. Attaching Entity: means any public or private entity that attaches to Utility's Poles or within the Utility's Conduit System to provide Communications Service.
- C. Attachment: means each aerial cable together with its associated messenger cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance or other device or piece of equipment affixed to a Utility Pole or within the Utility's Conduit System utilized to provide Communications Service, provided, however, that overlashng an existing Attachment shall not be counted as a separate Attachment for calculation of rates if the same entity owns the overlashed cable and the new cable. This definition shall not apply to communications wires or facilities installed by the Utility for its own internal communications requirements or to provide energy information services such as automatic meter reading.]
- D. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the Texas Health & Safety Code, Chapter 752 (Vernon 2004) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act ("OSHA") and/or other requirements of Utility.
- E. Cable Service: means the provision of one-way transmission of video programming or other programming service for governmental purposes associated with the Licensee's governmental purposes. For the purposes of this Agreement, Licensee shall not be authorized to use the Attachments to provide commercial Cable Service to subscribers of video programming; or to provide other programming services, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service by a cable system. Unless otherwise required under applicable federal law, such term shall not include the provision of commercial cable modem service for Internet and other commercial data applications by a cable system.
- F. Common Space: means space on Utility's Poles or within the Utility's Conduit System that is not used for the placement of wires or cables but which jointly benefits all users of the Poles or Conduit System by supporting the underlying structure.
- (1) For Poles, it shall include that portion of the Pole beneath ground level up to the lowest place on the Pole at which a telecommunications circuit may be attached;

- (2) For Conduit Systems, it shall include any maintenance or emergency space that is generally available, and encasement and reinforcement materials.
- G. Communications Service: means the provision of Telecommunications Service or Cable Service over wire or cable facilities utilizing Attachments to Utility's Poles or portions of Utility's Conduit System.
- H. Conduit System: means Utility's Conduit, Innerduct, manholes, vaults, risers, pull-boxes and trenches.
- I. Innerduct: means flexible conduit installed inside a larger rigid conduit for the placement of fiber optic cable.
- J. Joint User: means any governmental body, or other entity, including other public utilities which owns poles that are jointly used by Utility and to which Utility has extended, or in the future shall extend, privileges to jointly use Utility's Poles.
- K. Licensee's Affiliates: means an entity owned or controlled by or under common control with Licensee.
- L. Licensee's Communications Facilities: means all Attachments, including but not limited to cables, equipment and all associated equipment required to physically place or install such wires or cables, owned and/or utilized by the Licensee which attach to Utility's Poles or are placed within Utility's Conduit System.
- M. Make-Ready Work: means all work, as reasonably determined by Utility, required to accommodate the Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of existing Attachments, inspections, engineering work, permitting work, tree trimming, Pole strengthening, Conduit clearing and construction.
- N. Occupancy: means the use or specific reservation of space for Attachments on the same Utility Pole or within the Conduit System.
- O. Other Licensee: means a Joint User or any entity, other than the Licensee, to which Utility has extended, or in the future extends, a license to attach facilities to Utility's Poles or within the Utility's Conduit System.
- P. Pedestals: means above ground housings, usually constructed of metal, which are used to enclose a cable splice and/or provide a service wire connection point.

- Q. Pole: means a pole owned by Utility used for the distribution of less than 60 kv of electricity that is capable of supporting Attachments for Communications Services, and does not include light stands or brackets affixed to such poles.
- R. Permit: means written authorization of Utility for Licensee to make, or maintain, Attachments to specific Poles or place Attachments within a specific portion of the Utility's Conduit System pursuant to the requirements of the Agreement.
- S. Pre-Permit Survey: means all work or operations required by Applicable Standards or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole or within a portion of the Utility's Conduit System. Such work includes, but is not limited to, field inspection, loading calculations and administrative processing.
- T. Reserved Space: means designated space on a pole or within a portion of Conduit System that the Utility has reserved for its core electric utility service, pursuant to a development plan that reasonably and specifically projects a need for that space for the provision of core electric service, including moving the neutral as part of converting phases. Such reservation may include space for the future attachment of internal communications lines owned by the Utility, or hanging a transformer.
- U. Riser: means metallic or plastic encasement materials placed on vertically on the Pole to guide and protect communications wires and cables.
- V. Service Drop: means the last span that is installed to provide service to an individual location(s).
- W. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by Utility that will readily identify the type of Attachment and its owner.
- X. Telecommunications Service: means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- Y. Utility Facilities: means all personal property and real property owned or controlled by Utility, including Poles and Conduit System.

II. SCOPE OF AGREEMENT

- A. Subject to the provisions of this Agreement, Utility hereby grants Licensee a revocable, unassignable, and nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's distribution Poles and within Utility's Conduit System.
- B. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. The parties agree that Utility will issue a Permit(s) to Licensee only when Utility determines, in its sole reasonable judgment, that (i) it has sufficient capacity to accommodate the requested Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards. The parties further agree that any access to Utility's Poles or Conduit System made available to Licensee pursuant to this Agreement is to Utility's reserve capacity, which may be reclaimed by Utility for future electric service use, including the attachment of communications lines for internal Utility operational requirements.
- D. No use, however lengthy, of any of Utility's Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such Facilities. After issuance of any Permit, Licensee shall be and remain a mere licensee. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to the Utility Facilities.
- E. Nothing in this Agreement alone without a valid permit shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or portion of Conduit System or to compel Utility to grant Licensee the right to attach to any specific Pole or portion of Conduit System.
- F. Licensee is obligated to obtain all necessary certification, permitting, and franchising from Federal, state and local authorities prior to making any Attachments.
- G. The parties agree that this Agreement does not in any way limit Utility's right to locate, operate and maintain its Poles and Conduit System in the manner that it believes will best enable it to fulfill its own service requirements.
- H. Nothing in this Agreement shall be construed to require Utility to install or retain any Pole or portion of Conduit System for use by the Licensee when such Pole or Conduit System is not needed for Utility's own service requirements.

- I. Nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding Poles or Conduit System into which Utility has previously entered, or may enter in the future, with Joint Users and Others Licensees not parties to this Agreement
- J. This Agreement shall only apply to Poles associated with the distribution of electric power and not to any Utility facilities associated with the generation or transmission of electric power.
- K. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles or Conduit System after the termination of this Agreement.
- L. Licensee agrees that this Agreement is limited to the uses specifically stated above in the Recitals and any other use shall be considered a breach of this Agreement.
- M. Licensee agrees that this Agreement is the result of free negotiations between Licensee and Utility and the rates, terms and conditions embodied by the Agreement are just and reasonable.

III. FEES AND CHARGES

- A. Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in Appendix A.
- B. Irrespective of the date on which an Attachment is actually made, all fees shall be calculated and payable for the entire year in which a Permit for such Attachment is issued under this Agreement.
- C. Utility shall invoice Licensee for the payments annually. Licensee shall pay each such invoice within thirty (30) days after Licensee's receipt thereof.
- D. Licensee shall submit annually to Utility an inventory listing the number of Poles and/or linear feet of Conduit to which it has Attachments and the locations of all such Attachments. This inventory shall be effective from January 1 of each year and shall be submitted to Utility no later than February 1 of each year. Utility reserves the right to compare the information contained on the inventory to any actual field inspection or survey. Any Attachments not identified in such inventory shall be billed at three (3) times the current annual rate. In the event that Licensee fails to submit an inventory, Licensee shall pay Utility, in addition to the current annual rates, all costs associated with Utility's performance of an inventory of Licensee's Attachments.

- E. If Utility does not receive any fee or other amount owed within thirty (30) days after it becomes due, Licensee, upon receipt of ten (10) days written notice, shall pay interest to Utility, compounded daily from the date due until the date paid, at the maximum rate permitted by applicable law.
- F. Utility may make changes to the Fees and Charges set forth in Appendix A upon at least sixty (60) days prior written notice to Licensee. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in Fees and Charges is not acceptable to the Licensee by giving the Utility written notice of its election to terminate this Agreement at least ten (10) days prior to the end of the 60-day notice period. All fees contained in Appendix A are in effect and payable until adjusted.
- G. Licensee will be responsible for payment to Utility of all Make-Ready Work required to accommodate Licensee's Communications Facilities.
- H. Licensee shall pay in advance all costs, including but not limited to administrative and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in ARTICLES VI and VII below.
- I. Licensee shall not use risers on Poles without Utility's express prior written permission. On all Poles on which there are electric air switches or risers, Licensee shall install its Attachments to such Poles using stand-off brackets approved by Utility.
- J. Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overheads. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities.
- K. Wherever this Agreement requires estimated expenses to be paid prior to the undertaking of an activity and the actual cost of activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost.
- L. Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.

IV. SPECIFICATIONS

- A. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix C-E, including the electrical design and physical design specifications applicable to Utility's Conduit System. All of Licensee's Communications Facilities must comply with all Applicable Standards including the then current editions of the NEC, the NESC and the Texas Health & Safety Code, Chapter 752 (Vernon 2004) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, each of which is incorporated by reference in this Agreement; with the rules and regulations of the OSHA; and with any lawful rules or orders now in effect or hereafter issued by Utility or other authority having jurisdiction over the premises.
- B. Licensee agrees to Tag all its Communications Facilities as specified in Appendix C.
- C. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in a manner suitable to Utility. Notwithstanding the foregoing, because of the inherent dangers in working in and around Utility Conduit, the parties agree that Utility or its designated contractors shall perform all actual underground work affecting the Utility's electric or Conduit System.
- D. Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles or Conduit System, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility Facilities.
- E. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility may at its own option, either terminate the Agreement or the correct said conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or pose an immediate threat to the physical integrity of Utility's Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to the Licensee. As soon as practicable thereafter, Utility will advise Licensee in writing of the work performed or the action taken. Licensee shall be responsible for paying Utility for all costs Utility incurred taking action

under this subsection. Notwithstanding the above, failure of the Licensee to timely cure a violation shall constitute grounds for the Utility to terminate either the entire Agreement or individual Permits.

- F. Utility's service restoration requirements shall take precedence over any and all work operations of the Licensee on Utility's Poles or within Utility's Conduit System.
- G. If the Licensee does not exercise any access right granted pursuant to this Agreement and applicable permit within ninety (90) days of the effective date of such right and any extension thereof, Utility may use the space scheduled for Licensee's Attachment. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.

V. PRIVATE AND REGULATORY COMPLIANCE

- A. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of Utility's Poles or Conduit System. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this ARTICLE include, but are not limited to, its obligation to comply with the provisions of Article 3.200 of the City of Bastrop Code of Ordinances pertaining to Construction and Use of Public Rights-of-Way, and to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse Utility for all loss and expense, including reasonable attorneys' fees, that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles or with Utility's Conduit System.
- B. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable local, state and federal laws.

- C. No license granted under this Agreement shall extend to any Pole or portion of Conduit System on or within which the attachment of Licensee's Communications Facilities would result in a forfeiture of Utility's rights. If Licensee's Communications Facilities would cause such a forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from the Utility. Utility will perform such removal at Licensee's expense after the expiration of sixty (60) calendar days from Licensee's receipt of the written notice.
- D. Consent by Utility to the construction or maintenance of any Attachments of Licensee shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments.

VI. APPLICATION FOR PERMIT PROCEDURES

- A. Licensee shall not install any Attachments on any Pole or within any portion of the Conduit System without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix C-E. If Licensee already has Attachment(s) on Poles or within the Conduit System on the effective date of this Agreement, it shall within six (6) months apply for a Permit pursuant to the applicable requirements of Appendix B for all such Attachments. Attachments to or rights to occupy other Utility Facilities will only be allowed upon the execution of a separate Rider and/or a separate form of Agreement pursuant to applicable permitting.
- B. Consistent with applicable law, the overlashing of an existing Attachment by a non-affiliated third-party is considered a separate Attachment requiring a separate Agreement and prior authorization through the Permitting process. Absent such prior authorization, third-party overlashing constitutes an unauthorized Attachment.
- C. Consistent with applicable law, Licensees seeking to overlash their own Communications Facilities are not considered a separate Attachment and are therefore not required to obtain prior Permitting approval but are required to provide the Utility with prior notification of such overlashing and are required to have a registered engineer certify that the overlashing can be accomplished in compliance with the standards identified in ARTICLE IV, Paragraph A.
- D. As part of the Permit application process, a professional engineer must conduct a Pre-Permit Survey and certify that Licensee's Communications Facilities can be installed on the identified Poles and/or portions of the Conduit System in compliance the standards identified in ARTICLE IV, Paragraph A. The professional engineer's experience must include similar work on electric utility systems.

- E. Upon receipt of a properly executed Application, including certified Pre-Permit Survey, Utility will review the Permit Applications within a reasonable period of time, and discuss any issues with Licensee, including unusual engineering or Make-Ready requirements associated with the Application. Utility acceptance of the submitted design documents does not relieve the professional engineer and Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- F. If Make-Ready Work is required to accommodate Licensee's Attachments, Utility or its contractors shall perform such work pursuant to Article VII.
- G. If the Utility receives Permit Applications for the same Pole or portion of Conduit System from two or more Licensees within one hundred and twenty (120) days of one another, and accommodating their respective requests would require replacement or modification of the Pole or Conduit or rearrangements of existing Attachments, Utility shall follow the procedures of Article IX.
- H. Upon completion of Make-Ready Work Utility shall request payment of actual costs of such Work.
- I. After receipt of payment for any necessary Make-ready Work, Utility will sign and return the Application Permit which shall serve as authorization for Licensee to make its Attachment(s).

VII. MAKE-READY WORK/INSTALLATION

- A. In the event Utility determines that it can accommodate Licensee's request for Attachments, it will upon request advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- B. Upon completion Licensee shall pay Utility's actual documented cost of Make-Ready Work. Utility at its discretion may require payment in advance based upon the estimated cost of Make-Ready Work.
- C. The parties agree that unless specifically determined otherwise as part of the individual Permit grant, all Make-Ready Work shall be performed only by Utility or a contractor authorized by Utility to perform such work..

- D. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, Utility will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein is intended, however, to require performance of Licensee's work before other scheduled work.
- F. Before commencing any installation or removal of its Communications Facilities on Utility's Poles, Licensee must notify Utility and obtain Utility's approval through the Permitting process of Licensee's plans for installation or removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XVIII.
- G. Licensee shall coordinate with Utility on all installation or removal of Licensee's Communications Facilities to, from or within Utility's Conduit System, with all actual underground work performed by Utility or its designated contractors. Licensee shall provide a representative who shall be present at all Utility installation or removal of Licensee's Communications Facilities within the Conduit System. Licensee's representative shall be knowledgeable and experienced in underground communications work and shall be authorized by Licensee to answer questions and make decisions on Licensee's behalf regarding problems and questions that occur during Utility's work on Licensee's underground Communications Facilities. Licensee shall furnish its representative at Licensee's own expense. All such work on the part of Utility and its contractors and Licensee's staff is subject to the insurance requirements of Article XVIII.
- H. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely or materially affect the structural integrity of Utility's Poles, Conduit System or other Utility Facilities or any other facilities or equipment attached thereto.
- I. All of Licensee's installation, removal and maintenance work performed on Utility's Poles, Conduit System or in the vicinity of other Utility Facilities, either by its own employees or contractors, shall be in compliance with all applicable regulations specified in ARTICLE IV, Paragraph A. Licensee shall assure that any person installing, maintaining, or removing its Facilities be duly qualified and familiar with the regulations specified in ARTICLE IV, Paragraph A and the provisions of ARTICLE XVII.

- J. In the event that Licensee's Permit requests for Attachments are approved and Licensee agrees to have Utility commence work and steps are actually taken by Utility to perform any necessary engineering, administrative, and Make-Ready work and Licensee thereafter cancels, causing the job not to be done or completed, Licensee shall reimburse Utility for the Actual Costs incurred by Utility.

VIII. TRANSFERS OF COMMUNICATIONS FACILITIES

- A. If Utility determines that a transfer of Licensee's Communications Facilities from one Pole to another Pole is necessary, Licensee agrees to allow such transfer. In such instances, Utility will at its option either perform the transfer using its own personnel, or contractors or require Licensee to perform such transfer at its own expense within sixty (60) days after receiving notice from Utility. If Licensee fails to perform such transfer in a timely manner it will be subject to liquidated damages on a per Pole, per day of unexcused delay, in the amount specified in Appendix A. In addition, Licensee shall be responsible for all costs if the Utility or its contractors perform the transfer or are required to come back to a Pole as a result of Licensee's failure to take timely action. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Article XVI. Section A.
- B. If Utility performs the transfer(s) it will bill the Licensee for actual costs, including administrative costs, plus any associated damages as specified above if Licensee failed to timely transfer. Licensee shall reimburse Utility within thirty (30) days of the receipt of the invoice.

IX. FACILITY MODIFICATIONS AND/OR REPLACEMENTS

- A. In the event that any Pole or portion of Conduit System to which Licensee desires to make Attachments is inadequate to support or accommodate the additional facilities in accordance with all Applicable Specifications, Utility will notify Licensee of the changes necessary to provide adequate space to accommodate the Attachment. Licensee shall pay to Utility the actual cost of making the changes. Utility may in its discretion require advance payment.
- B. If Utility receives Permit Applications for the same Pole or portion of Conduit System from two or more Licensees within one hundred and twenty (120) days of one another, and accommodating their respective requests would require replacement or modification of the Pole or Conduit or rearrangements of existing Attachments, Utility will endeavor to allocate among them equitably the applicable costs associated with such replacement or rearrangement. With respect to Conduit, Utility may require Licensee to install Innerduct in order to accommodate multiple or subsequent Attachment requests.

- C. Any strengthening, reinforcing or stabilizing of Poles, including the use of guying, to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of the Utility as specified in Appendix F.
- D. If in rearranging existing Attachments on a Pole to accommodate Licensee's Attachments, or if in replacing a Pole to accommodate such Attachments, it would become necessary to cut or trim one or more trees to clear the new location of Utility's cables or wires, to the extent not otherwise accounted for in the capital or maintenance costs of the pole, the cost of such tree cutting or trimming shall be included in the costs to be paid by Licensee under this ARTICLE. During storm restoration, tree removal costs will be shared equally among all Attaching Entities.
- E. The costs for any rearrangement, relocation and removal of Licensees' Communications Facilities, or the costs of the replacement of a Pole or a portion of Conduit System, shall be borne by the Licensee or other Attaching Entity on the following basis:
1. If any Entity, excluding the Utility itself, seeks to make an additional Attachment or modify an existing Attachment, and such action requires the rearrangement, relocation or removal of existing Facilities or the replacement of a Pole or portion of Conduit, the Entity requesting the additional or modified Attachment shall bear the entire cost of rearrangement, relocation and/or removal of the existing Communications and other Facilities on the Pole or within the Conduit, as well as the costs of any new pole or section of Conduit required. The Utility shall not be responsible for relocation and/or rearrangement costs in connection with the rearrangement, relocation or removal of existing Facilities or replacement of a Pole or portion of a Conduit, nor shall Utility be responsible for such costs in instances where it is reclaiming reserved space.
 2. In all other cases, where the rearrangement, relocation and/or removal of Facilities are required by the Utility or by an event that is independent of any particular party, the costs associated with the rearrangement, relocation and/or removal of Facilities shall be borne Licensee and each Attaching Entity. Unless otherwise agreed to by the affected parties, the Utility shall allocate the costs of any rearrangement, relocation and removal of Attachments equitably among Licensee and any other Attaching Entities.
 3. If Utility intends to modify or alter a Pole or portion of its Conduit System, it shall provide Licensee with sixty (60) days written notification prior to making the proposed modification or alteration in order to provide

Licensee a reasonable opportunity to modify or add to its existing Attachment. The notification requirement of this section shall not apply to routine maintenance or emergency situations. If the Licensee adds to or modifies its Communications Facilities after such notice, the Licensee shall bear the proportionate costs incurred by Utility, as reasonably determined by Utility, in making the space on the Poles or within the Conduit System accessible to Licensee.

- F. No provision of this Agreement shall be construed to require Utility to relocate its Attachments for the benefit of Licensee.

X. ABANDONMENT, CHANGE-OUT AND REMOVAL OF UTILITY FACILITIES

- A. If Utility desires at any time to abandon, replace, relocate, or convert to underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least ninety (90) days prior to the date on which it intends to abandon, replace, or relocate such Utility Facilities. If, following the expiration of said period, Licensee has not yet removed and/or transferred all of its Communications Facilities therefrom and has not entered into an agreement to purchase the Utility Facilities pursuant to Paragraph B of this ARTICLE, Utility shall have the right, to the extent consistent with applicable law, to remove and/or transfer such Facilities at Licensee's expense.
- B. Should Utility desire to abandon, replace, relocate or convert to underground any Utility Facilities, Utility may, at its sole discretion, grant Licensee the option of purchasing said Facilities at the then present book value of such assets. Licensee must notify Utility in writing within ten (10) days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Facilities. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals allowing Licensee to independently own and access such Facilities. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase Utility's Facilities prior to the end of the thirty (30) days, Licensee must remove its Attachments as required under Paragraph A of this ARTICLE.
- C. Upon receipt of not less than thirty (30) days' prior written notice from Utility to Licensee that any Utility Facilities must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, including, but not limited, to underground conversion, or the requirement of a property owner, the license covering the use of said Utility Facilities shall terminate and Licensee's Communications Facilities shall be removed promptly from the affected Utility Facilities. If Licensee fails to remove its Communications Facilities from such

Utility Facilities, Utility shall have the right to remove such facilities at Licensee's expense.

XI. REMOVAL OF COMMUNICATIONS FACILITIES

- A. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles and portions of Conduit System at its own expense. If Licensee fails to remove such facilities within sixty (60) days of expiration or termination, Utility shall have the right, to the extent consistent with applicable law, to remove such facilities at Licensee's expense.
- B. If Texas or federal law prevents the removal of Licensee's Communications Facilities upon termination of the License, Utility is entitled to receive from Licensee liquidated damages in the amount specified in Appendix A. Such damages shall be imposed for each day that Licensee is in non-compliance. This provision for assessment of liquidated damages is intended to be separate and apart from Utility's right to enforce the provisions any performance bond required under this Agreement and is intended to be in addition to any other remedies Utility may have. By executing this Agreement, Licensee acknowledges that the amounts of actual damages for its failure to remove its Communications Facilities will be difficult or impossible to ascertain; that the damages set forth in this Paragraph are a reasonable approximation of actual damages; and that this Paragraph is intended to provide compensation to Utility.

XII. TERMINATION OF PERMITS

- A. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole or portion of Conduit covered by the Permit.
- B. If after ninety (90) days from the issuance of a Permit, Licensee has not attached its Communications Facilities, and there is no evidence of ongoing construction, Utility reserves the right to cancel said Permit upon thirty (30) days written notice to Licensee.
- C. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s) or portions of Conduit and shall immediately give Utility written notice of such removal. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this ARTICLE, but fails to remove its Attachments from Utility's Poles or Conduit System within thirty (30) days thereafter, Utility shall have the right to remove Licensee's Attachments at Licensee's expense.

XIII. INSPECTION OF LICENSEE'S FACILITIES

- A. Utility reserves the right to make inspections of Licensee's Communications Facilities at any time, utilizing its own employees or contractors, and Licensee shall reimburse Utility for the actual expense of such inspections, provided, however, that utility shall not charge Licensee for the costs of inspection of Utility's own facilities that are unrelated to Licensee's Attachments.
- B. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.
- C. Licensee agrees to bring its Attachments into full compliance with this Agreement in the event that any inspection results in a finding by Utility that Licensee is not in compliance with this Agreement within thirty (30) days of receipt of notice. In addition to inspecting Attachments in order to ensure that they are consistent with the Applicable Standards, Utility will also identify any and all unauthorized Attachments and may utilize Licensee's annual inventory to assist in this process.
- D. The making of periodic inspections, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

XIV. UNAUTHORIZED OCCUPANCY OR ACCESS

- A. If any of Licensee's Communications Facilities, including overloading by a third-party, are found occupying any portion of any of Utility's Poles or Conduit System for which no Permit has been issued and remains in effect, Utility, without prejudice to its other rights or remedies under this Agreement, may terminate this Agreement, assess an Unauthorized Access Fee (as specified in Appendix A) and remove Licensee's Communications Facilities at Licensee's expense.
- B. No act or failure to act by Utility with regard to said unauthorized use shall be deemed as ratification of the unauthorized use and if any license or Permit should be subsequently issued, said license or Permit shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

XV. SURETY

- A. Licensee agrees to obtain, submit to Utility, and keep in effect a surety bond in the greater of the following two amounts: (1) \$10,000; or (2) one (1) year's estimated total Connection Fees and Application Fees. The bond must be submitted to Utility within thirty (30) days of the Effective Date of this agreement. The bond must be renewed and submitted annually to Utility on or before the thirty (30) days before the anniversary date of this Agreement is effect, and the term of each renewal of the bond must be for a period of one year. The bond must be in the form and issued by a surety satisfactory to Utility. The surety bond must guarantee payment of all sums that may become due to Utility under this Agreement, including, but not limited to, the removal of Licensee's Facilities upon termination of its Attachment rights under this Agreement. Licensee agrees to maintain the surety bond in full force and effect during the entire term of this Agreement and until Utility is reimbursed for all costs and expenses incurred as a result of removing Licensee's Facilities upon termination of Licensee's Attachment rights under this Agreement. Utility may require a change in the amount of the bond upon thirty (30) calendar days written notice to Licensee, and Licensee agrees to provide a surety bond in such new amount. The amount of the bond or financial security does not operate as a limitation upon obligations of the Licensee under this Agreement.
- B. Utility holds the right to require, any estimated Make-Ready Work expenses.

XVI. LIABILITY AND DAMAGES

- A. Utility reserves to itself the right to maintain and operate it Poles and Conduit System in such manner as will best enable it to fulfill its own service requirements. Utility shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Subject to ARTICLE XVI, Paragraph C, Utility agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Utility. Utility shall not be liable to Licensee for any special, indirect, punitive, or consequential damages or any fines and penalties arising in any manner whatsoever, except for damages caused by or otherwise attributable to, the Utility's negligence, out of the use of Utility's Poles or Conduit System or Utility's actions or omissions in regards thereto.
- B. Unless resulting from the intentional acts or negligence of Utility, including its agents, employees, servants or contractors, and to the extent allowed by law, Licensee shall defend, indemnify and hold harmless Utility and all associated, affiliated, allied and subsidiary entities of Utility, whether existing now or in the future, and their respective officials, officers, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys against any

and all third party liability, claims, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by Utility and all other costs and expenses of litigation) arising in any way from any of the following:

1. Any acts or omissions from the construction, maintenance, use or operation of Licensee's Communications Facilities, including, but not limited to, claims and demands for damages or loss from intellectual property infringement, for libel and slander, for trespass, for unauthorized use of television or radio broadcast programs and other program material and for infringement of patents with respect to the manufacture, use and operation of Licensee's Communications Facilities on Utility's Poles, Conduit System or otherwise;
2. Any work performed by Utility that was necessitated by the installation, maintenance, presence, use or removal of Licensee's Communications Facilities or from any work this Agreement authorizes Utility to perform on Licensee's behalf;
3. Any damage to property, injury to or death of any persons, including payments made by Utility under any Workmen's Compensation Laws or under any plan for employees' disability and death benefits, arising out of the erection, maintenance, repair, presence, use, relocation, transfer or removal of Licensee's Communications Facilities or the proximity of Licensee's Communications Facilities to the Utility's Facilities or the property of any other Attaching Entity, or by any act or omission of Licensee on or in the vicinity of Utility's Poles or Conduit System;
4. Any property damage, injury or death arising out of the performance or nonperformance of any work or obligation undertaken by Licensee pursuant to this Agreement;
5. Any occurrence related to the erection, maintenance, repair, presence, use, relocation, transfer or removal of Licensee's Communications Facilities, including liabilities incurred as a result of violation of any law, rule, or regulation of the United States, State of Texas or any other governmental entity or administrative agency; or
6. A violation of any state or federal law arising out of the erection, installation, construction, maintenance, repair, presence or use, relocation, transfer or removal of Licensee's Communications Facilities or the proximity of Licensee's Communications

Facilities to Utility's Facilities or the property of any Attaching Entity, or by any act or omission of Licensee on or in the vicinity of Utility's Poles or Conduit System, whether such violation is the result of a violation of a statute by Utility or the Licensee solely or any joint violation thereof.

- C. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of the provisions of Texas law limiting municipal liability. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

XVII. DUTIES, RESPONSIBILITIES, AND EXCULPATION

- A. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles or Conduit System, or the premises surrounding the Poles and/or Conduit System, and **LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF THE POLES, CONDUIT SYSTEM AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN, OR SURROUNDING THE POLES AND CONDUIT SYSTEM.**
- B. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- C. **UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES OR CONDUIT SYSTEM, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- D. Licensee agrees to notify Utility if it notices that labels or tags are missing or otherwise improper.
- E. The parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other equipment of Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Licensee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary

qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- F. In the event Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. In the event that Licensee shall cause an interruption of service by damaging or interfering with any equipment of Utility, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- G. Licensee further warrants that it is apprised of, conscious of, and understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles and in or around Utility's Conduit System by Licensee's employees, servants, agents, contractors or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

XVIII. INSURANCE

- A. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
 - 1. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
 - 2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage

and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
 4. Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.
 5. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility's Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- B. The insurer must be approved by Utility or authorized to do business under the laws of the State of Texas and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, worker's compensation, comprehensive public liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this ARTICLE with the same limits.
- C. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a Certificate of Insurance and upon request, certified copies of the required insurance policies. Utility may recover insurance consultant expenses for review of Certificate of Insurance. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council, boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except worker's compensation, which shall be so stated on the Certificate of Insurance. All policies, other than worker's

compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this ARTICLE.

- D. The limits of liability set out in this ARTICLE may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.
- E. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Utility's employees or agents, (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or contractor's employees, servants or agents, or (5) that contain a standard form pollution exclusion or exclude claims or suits that arise from the effects of electromagnetic fields or radiation (to the extent such coverage cannot be obtained through CGLI, Licensee shall obtain equivalent insurance to insure the property against environmental hazards). This list of prohibited provisions shall not be interpreted as exclusive.
- F. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

XIX. AUTHORIZATION NOT EXCLUSIVE

Utility shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

XX. NON-ASSIGNMENTS OF RIGHTS

- A. This License Agreement and associated Permits are not assignable or transferable, except to the extent written below.
- B. In the event Licensee sells, assigns or transfers its assets and the new entity seeks to maintain the associated Communications Facilities on Poles or within the

Conduit System, the new entity will be required to notify the Utility. Licensee may assign this License Agreement in whole to the aforementioned new entity, upon written notification.

- C. Without Utility's prior written consent, Licensee shall not sub-license to a third party, including but not limited to allowing third parties to place Attachments on or within Utility's Poles or Conduit System, directly or through overlying, or to place Attachments for the benefit of such third parties on Utility's Poles or within Utility's Conduit System. Any such action shall constitute a material breach of this Agreement.

XXI. FAILURE TO ENFORCE

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

XXII. TERMINATION OF AGREEMENT

- A. Notwithstanding Utility's rights under ARTICLE XII, Utility shall have the right to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Agreement, including but not limited to the following circumstances:

1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
 2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of the Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with the municipality; or
 3. Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under ARTICLE XVIII.
- B. Utility will notify Licensee in writing within ten (10) days of any condition(s) applicable to Paragraph A above. Licensee shall take immediate corrective action to eliminate any such condition(s) within ten (10) days and shall confirm in writing to Utility that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Utility may immediately terminate this Agreement. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Utility may seek removal of Licensee's Communications Facilities pursuant to the terms of Article XI, provided, that Licensee shall be liable for and pay all fees and Charges pursuant to terms of this Agreement to Utility until Licensee's Communications Facilities are actually removed.

XXIII. TERM OF AGREEMENT

- A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of ten (10) years. Either party may terminate this Agreement at the end of the ten (10) year term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the said term. Upon failure to give such notice, this Agreement shall automatically continue in force until terminated by either party after three (3) months written notice.
- B. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities as provided for in ARTICLE XVI.

XXIV. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

XXV. NOTICES

Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at:
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78604

If to Licensee, at

or to such other address as either party may, from time to time, give the other party in writing.

XXVI. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's Communications Facilities on Utility's Poles or within Utility's Conduit System within the geographical operating area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

XXVII. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of the Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that the Agreement be administered as if not containing the invalid provision.

XXVIII. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Texas.

XXIX. INCORPORATION OF RECITALS AND APPENDICES

The Recitals stated above and all appendices to the Agreement are incorporated into and constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

CITY OF BASTROP, TEXAS

BY: _____

TITLE: _____

WITNESS:

BY: _____

TITLE: _____

APPENDIX A

ATTACHMENT FEES AND CHARGES

Effective Date 11/22/2016

Pre-Permit Survey Fee (Actual costs or by Licensee)	\$50.00 per hour
Make-Ready Charges (Actual costs)	\$50.00 per hour
Annual Pole Attachment Fee (Multiplied per attachment per pole)	\$10.00
Annual Conduit Attachment Fee (Multiplied per linear foot)	\$2.50
Inspection Fee (Actual costs per inspection)	\$50.00 per hour
Unauthorized Attachment Penalty Fee (3 x annual attachment fee, per occurrence)	\$30.00
Failure To Tag Penalty (1/2 the annual attachment fee, per occurrence)	\$5.00
Failure to move/remove facilities penalty (1/2 annual rate per day, per pole/linear foot of conduit)	\$5.00

APPENDIX B

POLE ATTACHMENT APPLICATION PROCESS

The following procedure is to be followed by all Licensees seeking to make new attachments on Utility's poles. Note, no entity may make any attachments to Utility's poles without having first entered into a binding Pole License Agreement.

1. A Licensee seeking to make new attachment(s) shall obtain a Permit Application from the Utility (attached).
2. Licensee shall have a professional engineer complete a Pre-Permit Survey which will review the design of the proposed attachment(s) to determine the feasibility of the request and identify any necessary make ready-work to accommodate the attachment(s). Attached to this Appendix is a minimum design review information and a worksheet establishing the minimum specifications that the proposed attachment must meet.
3. Licensee shall submit the completed Permit Application including a copy of the Pre-Permit Survey design calculations and recommendations on make-ready work. The engineering analysis must be signed and sealed by the professional engineer.
4. Licensee shall demonstrate compliance with Article 3.200 of the City of Bastrop Code of Ordinances pertaining to Construction in the Public Rights-of-Way, and compliance with all other applicable right-of-way requirements.
5. The Utility will review the engineer's recommendations and discuss any issues with the Licensee.
6. Utility will complete the make-ready work according to the terms of the Agreement.
7. Utility will sign and return the Application Permit authorizing the Licensee to make its attachment(s).

APPENDIX C

APPLICATION FOR PERMIT

Application Date: ____/____/____

To: **City of Bastrop**
1311 Chestnut Street
Bastrop, TX 78602

☐ Desire to Attach to Poles
☐ Desire to Vacate Poles

Narrative Description of proposed activity:

In accordance with the terms and conditions of the License Agreement dated _____, application is hereby made for a permit to occupy/and or vacate the poles in the locations detailed on the attached Field Data Sheets and Map Designs and pursuant to the attached "Minimum Design Review Information."

Licensee has attached a Pre-Permit Survey that has been certified by a professional engineer experienced with electric utility facilities. The engineer's name and registration number is _____, Reg# _____

Licensee _____
Contact Person _____ Signature _____
Title _____
Telephone No. _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Sheets, subject to payment of the necessary Make-Ready Work charges attached.

Date _____
Utility _____
Approved By _____ Signature _____
Title _____ Date ____/____/____
Telephone No. _____

APPENDIX D

SPECIFICATIONS FOR LICENSEE'S ATTACHMENTS

0 OVERHEAD UTILITY POLES

The following engineering and construction practices will be followed by Licensee when making Attachments to Utility Poles.

- A. All attachments shall be made in accordance with the Applicable Standards as defined in **I. Definitions**.
- B. Clearances
 - 1. Attachment and Cable Clearances: Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings T1-T5)
 - 2. Service Drop Clearance: The parallel minimum separation between Licensee's service drops and telephone service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches. (See Drawing T6)
 - 3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other cables. At the pole support, a 12" separation must be maintained between Licensee and any other connection. (See Drawing T7)
 - 4. Service Clearances: A four-inch (4") separation shall be maintained between Utility's service cable and/or any Other Licensee's facilities located on the customers private property in accordance with the National Electrical Code (NEC).
 - 5. Vertical Runs on Poles: All vertical runs on poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to street lights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.

6. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed as to allow and maintain a clear and proper climbing space on the face of the Utility Pole. Licensee's cable Attachments shall be placed on the same side of the pole as other communications cable. In general, all other Attachments and vertical runs should be placed on pole quarter faces. (See Drawings T9-T10)

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Licensee's Attachments.
2. Anchors and guy wires must be set on each Utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee may not place guy wires on the anchors of the Utility or Third Party User without the anchor owner's prior written consent.
4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed, nor may any Attachment be modified or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires of the Utility's Pole and shall not provide a current path to ground from the pole ground or power system neutral..

D. Certification of Licensee's Design

1. The Licensee's application for attachment to Utility's poles must be signed and sealed by a registered Professional Engineer, certifying that the attaching company's aerial cable design fully complies with the NESC and the Utility's Construction Standards.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of the Utility's facilities and other Third Party facilities that may be installed on the poles.

E. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to Utility's pole ground wire at each pole that has a ground wire.

2. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. Telecommunication Cables. All telecommunication cables not owned by Utility shall be attached within the communication space that is located 40 inches below the Utility neutral or the lowest Utility-owned effectively grounded messenger which can include Utility figure eight communication cable or Utility fiber optic cable. (See Drawings T1, T2, T5, T6, T7)
4. Riser Installations: All Licensee's riser installations shall be placed on metal stand-off brackets. (See Drawing T5)
5. Identification. All Licensee's Facilities, including all cable, shall be identified with a band type marker or other identification acceptable to Utility at each Attachment. The marker must identify the Licensee and must contain Licensee's emergency phone number. (See Drawing T8)
6. Safety Zone. No mounting brackets are permitted in the safety zone. The safety zone between communication facilities and supply facilities on the same pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communication facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand off bracket installation will not be allowed to meet the 40" clearance requirement. (See Drawings T9-T10)

F. Utility Construction Standards

1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility Construction Standards in coordination of the applicable NESC, NEC or Texas Statute code requirements.

UNDERGROUND UTILITY CONDUIT SYSTEMS

The following engineering and construction practices will be followed by Licensee when making Attachments within the Utility's conduit system.

A. Electrical Design Specifications For Conduit (See Drawings T13, T14 and T15)

1. Cables with an outer metallic sheath shall be bonded at each manhole by Utility. No Communications Facilities of Licensees shall be permitted in

Utility's Conduit System if such Communications Facilities causes electrical interference to any Utility Facilities. Licensee's power supplies will not be permitted in Utility's Conduit System.

2. Licensee's Communications Facilities shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
3. Separation of communication and electrical conductors shall be as stipulated in the NESC.
4. Licensee shall not circumvent Utility's corrosion mitigation measures.
5. Licensee's cable shall be compatible with Utilities Facilities so as not to damage any Facilities of Utility by corrosion or otherwise. Licensee shall be liable to Utility for any damages occasioned by such corrosion or otherwise.

B. Physical Design Specifications

1. Licensee's cables bound or wrapped with cloth or having any kind of fibrous covering or impregnated with an adhesive material shall not be permitted in Utility's Conduit System.
2. Splices and terminations in Licensee's underground cables shall be located only in termination boxes installed by Licensee in a location external to Utility's Conduit System. Splices, termination boxes and associated equipment shall not be allowed in Utility's manholes or any other part of Utility's Conduit System. Licensee shall make these splices and terminations.
3. Installation of a small coil of fiber optic cable, approximately 10 feet in length of coil or smaller, in a Utility manhole will be allowed at Utility's sole discretion.
4. The purpose of this cable coil is to provide excess cable for slack requirements and emergencies. The cable coil shall not be used for splices, terminations or installation of a termination box.
5. Cable coils, if allowed by Utility, will be installed by Utility at Licensee's expense. Cable coil location inside the manhole will be determined by Utility.
6. The maximum permissible diameter of any cable and/or Innerduct and the number of cables and/or Innerduct to be placed in any of Utility's conduits shall be determined by Utility based upon the size and shape of the conduits and the size of the existing cable in the conduit. Licensee's cable and/or Innerduct installed for Licensee's use will not be permitted in any ductline

where less than two vacant conduits remain after the installation of Licensee's cable and/or Innerduct installed for Licensee's use.

C. Connection Of Licensee's Conduit

Any section of conduit owned by a party other than Utility which connects with Utility's manhole or transformer vault shall be installed by Utility at Licensee's expense. The maximum length of such conduit shall not exceed five (5) feet and shall be maintained at Licensee's expense .

D. Work Rules

1. Utility's manholes or transformer vaults shall not be opened or tampered with by an employee, agent or contractor of Licensee.
2. No employee, agent or contractor of Licensee shall enter or work in any of Utility's manholes or transformer vaults.
3. Clearing obstructions, repairs, dig-ups and any other work required to make a conduit usable for the initial placing of Licensee's cable or Innerduct installed for Licensee's use shall be done by Utility at Licensee's expense.
4. Utility shall place, remove, change, and maintain all cable in Utility's Conduit System with materials supplied by Licensee, approved by Utility and delivered in a timely manner to the location designated by Utility.
5. Utility and Licensee's cable shall be permanently identified by tags at each manhole or other access opening in the Conduit System. Tags shall be of a type and wording satisfactory to Utility. All cost of this identification shall be at Licensee's expense.
6. Where manholes or transformer vaults must be pumped in order to allow work operations to proceed, pumping shall be done by Utility at Licensee's expense.
8. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved in writing by Utility.
9. When Licensee, its agents, employees or contractors are working around any part of Utility's Conduit System located in the streets, alleys, highways, or other public rights-of-way or easements granted to Utility, the protection of persons and property shall be

provided by Licensee in an adequate and satisfactory manner; Licensee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.

10. Utility's authorized representative shall have the authority to terminate Licensee's work operations around Utility's manholes or transformer vaults if, in the sole discretion of Utility's authorized representative, any hazardous condition arises or any unsafe practice is being followed by Licensee's agents, employees or contractors. Said discretion shall not be unreasonably executed.

APPENDIX E
DRAWINGS

APPENDIX F

DISTRIBUTION LINE MINIMUM DESIGN REVIEW INFORMATION AND SUGGESTED WORKSHEET

The following information is provided, and corresponding information must be submitted with each application for pole attachments on the power company system. The Utility may direct that certain attachments do not require the submittal of Design Review Information. These attachments are noted at the end of this section.

Each application must include a report from a professional engineer registered to practice in the state of Texas and experienced in electric utility system design. This report must clearly identify the proposed construction and must verify that the attachments proposed will maintain the power company's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

The Utility may or may not require that all of the following information be submitted at the time of the application. The applicant shall performed all required calculations and be ready to provide the detailed information below within a two (2) week notice. Applicant shall keep copies of the engineering data available for a period of 20 years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single phase lines shall be assumed to have been reconductored to 4/0 AWG ACSR (code name Penguin) conductor for both phase and neutral. (If the Utility standard size conductor is larger, enter the larger size here) If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three phase lines shall be assumed to have been reconductored to 4/0 AWG ACSR (code name Penguin) conductor for three (3) phases and neutral. (If the Utility standard size conductor is larger, enter the larger size here) If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole of #4/0 AWG triplex cable, with a messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles.

6. Points of attachment shall be as they actually exist on the poles.
7. Any Utility approved joint anchors shall utilize guy insulators.

Lessee shall comply with any Utility safety factors in their designs. The engineer requesting an attachment shall provide for each project the following confirmations:

Required permits that have been obtained:

- _____ (y/n) U.S. Corp of Engineers
- _____ (y/n) Highway - state, county, city
- _____ (y/n) Railroad
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint use permits, if required
- _____ (y/n) Notified other pole users of contacts or crossings

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from land owners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed Texas Dept. of Transportation requirements
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Called Diggers Hotline or equivalent service.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon _____ (yr) edition of the NESC and _____ (yr) editions of the Texas State requirements.

It is the Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The engineer requesting an attachment shall provide for each pole(s) to which an attachment is requested the following information:

Project ID _____
Pole number _____ (if pole tag missing contact Utility)
Pole class _____ (existing – i.e., 4, 3, 2...)
Pole size _____ (existing – i.e., 35, 40)
Pole type _____ (Southern Yellow Pine, Douglas Fir,....)
Pole fore span _____ (feet)
Pole back span _____ (feet)
Calculated bending moment at ground level: _____ (ft-lbs)

Existing:

Power phase cond. ____ qty of ____ AWG @ ____ feet AGL
Power neutral cond. ____ qty of ____ AWG @ ____ feet AGL
Power sec. cond. ____ qty of ____ AWG @ ____ feet AGL
Telco #1 cables ____ qty of ____ dia. @ ____ feet AGL
CATV #2 cables ____ qty of ____ dia. @ ____ feet AGL
User #3 cables ____ qty of ____ dia. @ ____ feet AGL
User #4 cables ____ qty of ____ dia. @ ____ feet AGL
User #5 cables ____ qty of ____ dia. @ ____ feet AGL
User #6 cables ____ qty of ____ dia. @ ____ feet AGL

Proposed:

Proposed cables ____ qty of ____ dia. @ ____ feet AGL
Proposed cables ____ qty of ____ dia. @ ____ feet AGL

AGL = Above ground level

The minimum vertical clearance under all loading conditions for the proposed cable and ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance.

Calculated bending moment at ground level: ____ (ft-lbs)
Pole breaking bending moment at ground level: ____ (ft-lbs)
Calculated transverse safety factor: ____ (ratio)

Proposed loading data (provide similar data for each cable proposed):

A. Weight data (cable and messenger)

1) Vertical weight, bare SV = ____ #/ft

B. Tension data (final tensions on messenger)

1) NESC maximum load for area of const. ____ lbs
2) 60°F, NO wind ____ lbs.

The engineer requesting an attachment shall provide for each cable transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number _____

Calculated cable messenger tension under NESC maximum loading conditions: _____
(lbs)

If connection is:

A dead end, is it a single or double? _____ (S, D)

A change in tension, what is change? _____ (lbs)

A line angle, what is angle change? _____ (degrees)

For each dead end:

Point of attachment for guy hook _____ (feet AGL)

Anchor distance from pole _____ (feet)

Calculated guy tension _____ (lbs)

Rated guy working strength _____ (lbs)

For each change in tension:

Point of attachment for guy hook _____ (feet AGL)

Anchor distance from pole _____ (feet)

Calculated guy tension _____ (lbs)

Rated guy working strength _____ (lbs)

For each line angle:

Point of attachment for guy hook _____ (feet AGL)

Anchor distance from pole _____ (feet)

Calculated guy tension _____ (lbs)

Rated guy working strength _____ (lbs)

For each anchor:

Anchor distance to nearest anchor _____ (feet)

Calculated anchor tension _____ (lbs)

Rated anchor strength _____ (lbs)

Soil composition

(sandy, loam, clay, rock) _____

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 6, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **FIRST READING OF AN ORDINANCE REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES", BY ADDING ARTICLE 13.12, "LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.001, "GENERAL PROVISIONS"; ADDING SECTION 13.12.002 "STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.003 "APPLICATION OF FEES AND CHARGES"; AMENDING APPENDIX "A" "FEE SCHEDULE," ADDING SECTION A16.01.001 "ATTACHMENTS TO UTILITY FACILITIES FEES AND CHARGES"; AND PROVIDING AN EFFECTIVE DATE AND DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTION OF A STANDARD LEASING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES.**

2. Party Making Request: Andres Rosales, Director of Information Technology

3. Nature of Request: (Brief Overview)

THE CITY CONTINUES TO RECEIVE REQUEST TO ALLOW TELECOMMUNICATION AND CABLE PROVIDERS TO ATTACH CABLE AND/OR VARIOUS DEVICES TO THE CITY'S POLES OR OTHER FACILITIES. AN ORDINANCE SETTING STANDARDS AND RATES FOR ANY SUCH ATTACHMENT WOULD ALLOW THE ELECTRIC DEPARTMENT AND INFORMATION SERVICES TO PROCESS SUCH REQUEST WITH OUT SEPARATE CITY COUNCIL ACTION ON EACH REQUEST.

4. Attachments: Yes X No

5. Motion Requested: Motion that we approve the first reading of the Licensing Agreement for Attachments to Utility Facilities ordinance and adoption of fees and charges.

ORDINANCE NO. 2016-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS: REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES", BY ADDING ARTICLE 13.12, "LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.001, "GENERAL PROVISIONS"; ADDING SECTION 13.12.002 "STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES"; ADDING SECTION 13.12.003 "APPLICATION OF FEES AND CHARGES"; AMENDING APPENDIX "A" "FEE SCHEDULE," ADDING SECTION A16.01.001 "ATTACHMENTS TO UTILITY FACILITIES FEES AND CHARGES"; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Bastrop, Texas recognizes a need to add to its existing articles to adopt a standard licensing agreement for attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary and fiscally prudent for the City to adopt rates for fees and charges related to attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary to adopt an application and application process related to attachments to City Utility Facilities; and

WHEREAS, in order to enact these revisions, it is necessary to amend the Bastrop Code of Ordinances and amend Appendix A as shown herein below.

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

PART 1: That Art. 13.12 “Licensing Agreement Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

ARTICLE 13.12 – LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES

Section 13.12.001 – General Provisions

Section 13.12.002 – Standard Licensing Agreement for Attachments to Utility Facilities

Section 13.12.003 – Application of Fees and Charges

PART 2: That Sec. 13.12.001 “General Provisions” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

Sec. 13.12.001 General Provisions

- (a) The purpose of this section is to
 - 1) assist in the management of the City Utility Facilities;
 - 2) Govern the use and occupancy of the City Utility Facilities by telecommunication service and cable service providers;
 - 3) Secure fair and reasonable compensation for the use and occupancy of the City Utility Facilities by telecommunications service and cable service providers in a nondiscriminatory and competitively neutral manner; and
 - 4) Assist the City in its efforts to protect the public health, safety and welfare.
- (b) No rights agreed in this article by the city shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the rights-of-ways and Utility Facilities within the city to any person as the city, in its sole discretion, may determine to be in the public interest.
- (c) A licensee is not authorized to provide telecommunication service and or cable service as a telecommunication operator and or cable operator in the city under this article, but must first obtain a franchise from the city for that purpose, under such terms and conditions as may be required by law.

PART 2: That Sec. 13.12.002 “Standard Licensing Agreement for Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

Sec. 13.12.002 Standard Licensing Agreement for Attachments to Utility Facilities

- (a) The city hereby adopts a standard Licensing Agreement for Attachments to Utility Facilities, with Appendices as may be subsequently approved by the City Council, which exhibit is incorporated herein by reference as if set forth in full.
- (b) The Licensing Agreement for Attachment to Utility Facilities must be submitted to the Planning and Development Department for review and consideration.

PART 3: That Sec. 13.12.003 “Application of Fees and Charges” of the Code of Ordinances of the City of Bastrop, Texas is hereby amended to read as follows:

Sec. 13.12.003 Application of Fees and Charges

Fees and charges shall be applied in accordance with the fee schedule set forth in the Appendix A.

PART 4: That Appendix A, “Fee Schedule” of the Code of Ordinances of the City of Bastrop, Texas is hereby amended by adding sections A13.12.001, “Attachments to Utilities Facilities Fees and Charges,” to read as follows:

Sec. A13.12.001 Attachments to Utility Facilities Fees and Charges

- (a) Attachment Fees and Charges
 - (1) Pre-Permit Survey Fee: \$50.00 per hour
 - (2) Make-Ready Charges: \$50.00 per hour
 - (3) Annual Pole Attachment Fee (Multiplied per attachment per pole): \$10.00
 - (4) Annual Conduit Attachment Fee (Multiplied per liner foot): \$2.50
 - (5) Inspection Fee (Actual Cost per Inspection): \$50.00 per hour
 - (6) Unauthorized Attachment Penalty Fee (3 x Annual Attachment Fee, per occurrence): \$30.00
 - (7) Failure To Tag Penalty (1/2 annual attachment fee per occurrence): \$5.00

- (8) Failure to move/remove facilities penalty (1/2 annual rate per day, per pole linear foot of conduit): \$5.00

PART 5: That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting Attachment to Utility Facilities Fees and charges of the City of Bastrop that are in conflict with this Ordinance shall be, and the same are hereby, in all things repealed to extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 6: The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective immediately upon publication after the caption.

READ AND ACKNOWLEDGED on FIRST READING on the 13th day of December 2016.

READ AND APPROVED on SECOND READING on the 10th day of January 2017.

APPROVED:

ATTEST:

Kenneth W. Kesselus, Mayor

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.06.2016

MEETING DATE: 12.13.2016

1. Agenda Item:

CONSIDERATION DISCUSSION AND POSSIBLE ACTION TO PURCHASE A 2018 FREIGHTLINER DUMP-TRUCK FOR THE AMOUNT OF \$102,715 FROM FREIGHTLINER OF AUSTIN. USING THE PRICE OBTAINED THROUGH THE TASB BUYBOARD. THIS PURCHASE WAS AUTHORIZED IN THE 2016/17 BUDGET YEAR AND WILL REPLACE A 1986 MODEL INTERNATIONAL DUMP TRUCK.

2. Party Making Request: PW DIRECTOR TREY JOB

3. Attachments: Yes X No



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME		TELEPHONE	
CITY OF BASTROP		512-332-8920	
ADDRESS	CITY	STATE	ZIP CODE
1209 LINDEN ST	BASTROP	TX	78602

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2018	FREIGHTLINER	M2106	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:

BUY BOARD CONTRACT #430-13

CHASSIS SELLING PRICE

\$ 82,444.00

15' OX DUMP BODY ELETRIC FLIP TARP PINTLE HITCH
CUMMINS PLAN 1 5 YR./100K MILE EXTENDED COVERAGE
WITH AFTERTREATMENT COVERAGE

\$ 16,021.00

BUY BOARD FEE

\$ 400.00

CUSTOMER SIGNATURE

SALESMAN SIGNATURE KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	\$ 98,865.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:		Documentary Fee	N/A
ADDRESS:		Federal Excise Tax	N/A
		State Insp.:	TOTAL SALE PRICE
DATED: LIEN AMOUNT \$		License:	\$ 98,865.00
DRAFT FOR \$		Title:	Payoff on Trade
DRAFT THRU:		Transfer:	Ext. Service Agreement
ADDRESS:			\$ 3,850.00
			Less Deposit
			Total Balance Due
			\$ 102,715.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

12-13-2016

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CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.06.2016

MEETING DATE: 12.13.2016

1. Agenda Item:

CONSIDERATION DISCUSSION AND POSSIBLE ACTION FOR RENEWING THE LEASE AGREEMENT EXECUTED BY AND BETWEEN THE CITY OF BASTROP AND THE BASTROP LITTLE LEAGUE FOR A PERIOD OF FIVE YEARS FROM OCTOBER 11, 2016. THE LEASE INCLUDES CITY PROVIDED POWER, WATER AND GROUNDS MAINTENANCE OUTSIDE THE RUSTY REYNOLD BALL FIELDS.

2. Party Making Request: PW DIRECTOR TREY JOB

3. Attachments: Yes X No

KNOW ALL MEN BY THESE PRESENTS:

WHEREVER IN THIS AGREEMENT the term "Contractor" is used, it shall include the Contractor and any of its employees, servants, agents, or representatives.

- Contractor's Obligations.** The Contractor shall:

- (d) Ensure that its employees and the volunteers in the little league baseball program shall use the baseball fields in a normal manner and shall not abuse, injure, or damage fields or irrigation equipment.
- (e) Timely investigation and prompt reporting to the City's Parks & Recreation Director any and all injuries or damages to persons or property at the baseball fields during the hours of the Contractor's use.
- (f) Schedule use of the baseball fields to any person, group of persons, or any other little league organization as approved by the Director of Parks & Recreation.
- (g) Not charge an admission fee for access to the ball fields for patrons or the general public.
- (h) Charges may be assessed to other sports leagues that charge a fee or restrict play based on skill level
- (h) Not sell or offer for sale any goods, products, or services to the general public, excluding persons participating in the Contractor's baseball program.
- (I) Provide sufficient toilet facilities for use by players, coaches, and spectators at the baseball games. Use of such additional facilities shall be subject to the City's prior review and approval.
- (j) Not deny the general public access to the ball at least one ball field.
- (k) Designate and identify a contact person who will represent the Contractor before the City's Parks & Recreation Board and the City Council regarding this Agreement.
- (l) Provide manpower and equipment to mow the grass within the fence lines of the baseball fields.
- (m) Fertilize the grass within the fence lines of the baseball fields.
- (n) Irrigate the grass on the baseball fields and maintain irrigation equipment, if applicable.
- (o) Provide dumpsters for collected trash removal. Additional dumpsters shall be provided by the Contractor for weekend tournaments and special events.
- (p) Maintain and stock supplies for existing restrooms for use during games held at the Rusty Reynolds complex.
- (q) The Parks and Recreation Board, the Parks & Recreation Director, and the City Manager must approve any and all improvements and/or additions to the baseball fields or any adjacent area.
- (r) Designate fees collected for tournament or other recognized sports organizations to a maintenance and capital improvement fund.

8. **City's Obligations.** The City Shall:

- (a) Treat the grass within the fence lines of the all ball fields for insects and plant pests.
- (b) Maintain streets and parking lots adjacent to the Rusty Reynolds complex.

- (c) Provide electricity for the baseball fields and water supply for irrigation, restrooms, and water fountains during the regularly scheduled seasons as shown on Exhibit A.
9. **Complaints.** The Contractor shall assume full and complete responsibility for handling and resolving any and all complaints concerning the Contractor's little league baseball program and/or services.
10. **Indemnity.** The Contractor agrees to indemnify and hold harmless the City and its Mayor, City Council, employees, agents, servants, and representatives from any and all claims, losses, damages, causes for action, suits, and liability of every kind or character, including all expenses of litigation, court costs, and attorney's fees for injury to or the death of any person or for damage to any property arising out of or in connection with the Contractor's use of the baseball fields pursuant to this Agreement, wherein such claims, losses, damages, causes of action, suits, or liability of any kind or character arise, in whole or in part, from the acts, conduct, or omissions of the Contractor and/or its staff, servants, agents, or representatives.
11. **Insurance.** The Contractor shall procure and maintain in force for the duration of this Agreement liability insurance against any claim for injury to a person or damage to property which may arise from or in connection with the use of the baseball fields by the Contractor and its agents, representatives, volunteers, staff, subcontractors, invitees, and all enrollees in the Contractor's little league baseball program. Such liability insurance shall be in an amount not less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per occurrence. The Contractor shall procure and maintain such insurance coverage at its own expense. The Contractor shall provide proof of insurance prior to the execution of this Agreement and at such other times as demanded by the City. The Contractor shall ensure that the City is named as an additional insured on such policy.
12. **Notice.** Notices provided for hereunder shall be directed as follows:
- (a) Notices to the City shall be directed to:
- | | | |
|--|-----|---|
| City Manager
City of Bastrop
P.O. Box 427 • 1311 Chestnut Street
Bastrop, Texas 78602 | and | Director of Parks & Recreation
City of Bastrop
P. O. Box 427 • 1209 Linden Street
Bastrop, Texas 78602 |
|--|-----|---|
- (b) Notices to the Contractor shall be directed to:
- Bastrop Little League, Inc.
P.O. Box 363
Bastrop, TX. 78602
- (c) The parties may later designate in writing any other individual or entity to which notices or referrals shall be forwarded.
13. **Closure of Baseball Fields.** The City reserves the right to close the baseball fields at any time and under any conditions which it deems advisable or necessary for public safety. The Contractor hereby waives, releases, discharges, and disclaims any and all claims, causes of action, losses, liability, damages, or injuries relating to any closure of the baseball fields by the City and further agrees to indemnify and hold harmless the City and its Mayor, City Council, employees, agents, servants, and representatives from any and all claims, losses, damages, causes of action, suits, and liability of every kind or character, including all expenses of litigation court costs and attorney fees resulting from any closure of the baseball fields by the City.
14. **Governing Law and Venue.** This Agreement shall be governed by and is to be construed, interpreted, and enforced in accordance with the laws of the State of Texas and of the United

States. The Contractor and City agree and consent to the exclusive jurisdiction of the District Courts and County Courts at Law of Bastrop County, Texas, and of the United States District Court for the Western District of Texas (Austin Division) and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the Contractor and the City with respect to the subject matter hereof and agree that such courts shall be the exclusive forums for the resolution of any actions between the Contractor and the City with respect to the subject matter hereof.

15. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Contractor and the City intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.
16. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.
17. **Gender and Number.** Unless the context indicates otherwise, words in the singular shall include words in the plural. Words in the masculine gender shall include the feminine and neuter, and vice versa.
18. **Attorney Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs of court, and reasonable costs incurred to maintain such action from the other party, which said fees may be set by the Court in the trial of such an action or may be enforced in a separate action brought for that purpose and which fees shall be in addition to any other relief which may be awarded.
19. **Captions.** Captions are set forth herein merely for convenience and shall not be deemed dispositive in the construction of this instrument.
20. **Compliance with Laws, Rules, and Regulations.** Contractor, at its own expense, will comply with all Federal, State, Municipal, and other laws, ordinances, rules, and regulations applicable to the premises and the activities conducted thereon by Contractor. Contractor shall not commit any act which is a nuisance or annoyance to City or to others or any act which might in the reasonable judgment of City appreciably damage City's good will or reputation or tend to injure or depreciate the premises. Contractor shall not commit or permit waste in the premises. Contractor shall comply with rules and regulations from time-to-time promulgated by the City. Contractor shall make every effort to accommodate persons with disabilities and otherwise comply with ADA rules and guidelines. Further, Contractor will comply with any applicable requirements set out in the above-referenced Lease Agreement with the Lower Colorado River Authority.
21. **Maintenance and Capital Fund.** Upon approval from the Director of Parks and recreation and the Bastrop Little league fees may be collected from other sports organizations for use of the fields at the Rusty Reynold complex. 50% designated for Maintenance and 50% shall be used for capital improvements i.e. lighting, new structures, parking improvements etc... all improvements require approval from LCRA.

City Manager

Date

Director of Parks & Recreation

Date

Bastrop Little League, Inc

Date

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.06.2016

MEETING DATE: 12.06.2016

1. Agenda Item:

CONSIDERATION DISCUSSION AND POSSIBLE ACTION TO AWARD A CONTRACT TO MWM DESIGN GROUP FROM AUSTIN TO PROVIDE ENGINEERING SERVICES FOR DESIGN, BIDDING AND CONSTRUCTION PHASE FOR A FIELD ENGINEERING PROJECT IN THE AMOUNT OF \$ 73,370.75 THE SERVICE WILL RECONSTRUCTION OF SIDEWALKS INCLUDING RAMP RELOCATION AND MILL/OVERLY OF ROADS IN HISTORIC DOWNTOWN BASTROP.

2. Party Making Request: DIRECTOR OF PW, PARKS, & UTILITIES- TREY JOB

3. . Attachments: Yes X No

**SCOPE OF SERVICES
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES**

**CITY OF BASTROP
MAIN STREET FIELD ENGINEERING**

The City of Bastrop (City) has requested a proposal for professional design, bidding, and construction phase services for the Main Street Field Engineering Project. The limits along Main Street are from Pine Street to Spring Street for new sidewalks and street repair (mill/overlay) and from Spring Street to Farm Street for new sidewalks.

After an initial evaluation and discussions with City staff, MWM DesignGroup (MWM) proposes implementing a hybrid design method that falls between full field engineering and traditional design-bid-build process. Schematic designs with exhibits (utilizing aerial imagery without survey) for the improvements in order to convey the design intent supported by standard details and specifications.

A detailed description of the scope of services for Design, Bidding, and Construction Phases is presented below.

SCOPE OF SERVICES

Task 1: Project Management

MWM will provide status reports and monthly invoices to cover work completed to date. The status report will summarize work completed, the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by City staff or the project team.

Task 2: Exhibits

MWM will visit the site with the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project. The exhibits will be to scale and are anticipated to be overlaid on readily available aerial imagery with general callouts to identify the approximate route, offsets, and reference appropriate standard details and specifications included in the project manual. Exhibits will include general direction for sidewalk improvements, curb re-alignments, utility adjustments, landscape architecture and streetscapes, and street repair (mill/overlay). MWM anticipates approximately 3 (three) exhibits, one for each block, to convey the design intent for the extents described above.

Task 3: Property Owner Coordination

MWM will meet with property owners in an effort to receive the required permission to construction the portion of the sidewalk between the face of building

and the property line, including the entrance approach. The meetings are anticipated to be performed onsite to help the property owner understand the intent and sequence of the improvements. All required easements or other documents will be provided by the City.

Task 4: Design Phase Submittals and Meetings

MWM anticipates providing draft submittals and an opinion of probable cost for the City's review and comment at 60%, 90%, and 100% milestones. The draft submittals are anticipated to include a cover sheet, general notes sheet(s), exhibits as described in Task 2, and standard details (including standard traffic control details). Two 11"x17" hard copies and a pdf will be provided for each submittal. These submittals are anticipated to be followed by a meeting to discuss comments and the status of the overall project. Three (3) review/status meetings have been included in this scope of services.

Task 5: Contract Document Update, Bid Document Preparation Assistance, and Technical Specification Selection

MWM will modify the City's standard contract documents to accommodate the inclusion of exhibits as described in task 2 above in lieu of detailed designed plans and to incorporate Field Engineering during construction.

MWM understands that the City will provide a template for the front end bid documents, for preparation by MWM. Preparation will be limited to modifications such as project name, dates, bid quantities, and does not include detailed modifications of bidding requirements.

MWM will select appropriate and readily available technical specifications for inclusion in the project manual.

Task 6: RAS Coordination

MWM will contract with Altura Solutions and coordinate with them for the project registration with TDLR and plan review as described in detail in the attached proposal from Altura Solutions (Attachment A).

Task 7: Bidding Phase Services

MWM will attend the Pre-Bid Conference planned and hosted by the City. MWM will also respond to questions from prospective contractors and shall issue up to two (2) addenda as necessary to further explain or clarify the intent of the construction documents. MWM will provide a bid tab and review the three apparent low bids. MWM will check references and make a recommendation to the City concerning the award of the construction contract based on this review.

Task 8: Construction Phase Services

MWM will provide construction phase services as described below:

1. MWM will provide construction documents for the Owner and Contractor (2-full size sets of plans, 2 half-size sets of plans, and two project manuals total)
2. MWM will attend the Pre-Construction Meeting planned and hosted by the City's inspector for the project.
3. MWM will review Shop Drawings and other submittals provided by the Contractor in accordance with the Construction Contract Documents.
4. MWM will provide responses to Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the construction documents.
5. MWM will assist with preparing change orders as necessary to address changed conditions.
6. MWM will attend monthly construction meetings to provide input to the project. It is anticipated that a total of six (6) meetings will be required. Meetings beyond this number will be considered as an additional service.
7. In addition to the construction meetings, MWM will perform Field Engineering site visits to observe and direct the contractor regarding specific details of the sidewalk construction. The Field Engineering site visits are anticipated to be performed, on average, three days per week for the duration of the construction, approximately 90 working days. The site visits that are anticipated to last 1.5 hours (plus 1.5 hours travel) for each site visit.

EXCLUDED SERVICES

Services not specifically described above.

SCHEDULE

- 60% Design Submittal will be provided 4 weeks after Notice to Proceed
- 90% Design Submittal will be provided 4 weeks after receipt of 60% comments
- 100% Design Submittal will be provided 3 weeks after receipt of 90% comments
- Bidding Phase is anticipated to last 3 months
- Construction Phase is anticipated to last 6 months

SCHEDULE OF COMPENSATION

Design, Bidding, and Construction Phase Services, Tasks 1-7 described above, will be provided on a Lump Sum amount of \$73,370.75. A detailed fee breakdown is included as Attachment B.

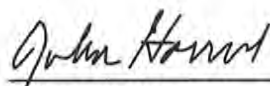
ATTACHMENTS

Attachment A: Altura Solutions Detailed Scope of Services

Attachment B: Fee Breakdown

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



Julia Harrod, P.E.
President

11/28/16

Date

MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, Texas 78752

ATTACHMENT A



(512) 410-7059

4111 Medical Parkway #301, Austin, TX 78756

November 22, 2016

Tony Buonodono
MWM DesignGroup

RE: TAS Proposal for the *Bastrop Main Street* Project

Dear Mr. Buonodono,

This is a proposal for the project registration, plan review, and inspection of the *Bastrop Main Street* Project in Bastrop, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink, which appears to read 'Jesús Lardizábal', is written over a light blue horizontal line.

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Reconstruction of sidewalks including curb ramp relocation and mill/overlay of roads in historic downtown Bastrop from Pine Street to Farm Street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

• Project Registration	\$175.00
• TAS Plan Review Report	\$725.00
• TAS Inspection Report	\$975.00

The total proposed consulting fee under this agreement is one thousand eight hundred seventy five dollars and zero cents (\$1,875.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$900 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

Altura Solutions, L.P.**Client**

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

ATTACHMENT B

MWM DesignGroup Fee Breakdown

Date: 11/28/16

Project: Bastrop Main Street Field Engineering

Lump Sum

TASK DESCRIPTION	PRINCIPAL / LICENSED PROFESSIONAL / PMIV	LICENSED PROFESSIONAL / PMIII	LICENSED PROFESSIONAL / PMI	TECHNICIAN	FIELD CREW	CLERICAL	TOTAL
Design Phase							
Task 1: Project Management	4	20				4	28
Task 2: Sidewalk Exhibits (3)		24		60			84
Task 3: Property Owner Coordination		12					12
Task 4: Design Submittals and Meetings (3)		12		4			16
Task 5: Contract Document update / manual		16					16
Task 6: RAS Coordination		2					2
QA/QC Reviews	6	6					12
Hours Subtotal	10	92	0	64	0	4	170
Subtotal (hours * rate)	\$ 1,970.00	\$ 16,468.00	\$ -	\$ 6,016.00	\$ -	\$ 240.00	\$ 24,694.00
Bidding Phase							
Task 7: Bidding Phase Services		6	6	2		2	16
Hours Subtotal	0	6	6	2	0	2	16
Subtotal (hours * rate)	\$ -	\$ 1,074.00	\$ 744.00	\$ 188.00	\$ -	\$ 120.00	\$ 2,126.00
Construction Phase							
Task 8: Construction Phase Services							0
Pre-construction Meeting		6					6
Shop drawing/submittal review				20			20
Respond to RFIs		4		4			8
Change Order Prep		2		2			4
Monthly Construction Meetings		10					10
Field Engineering		200					200
Hours Subtotal	0	222	0	26	0	0	248
Subtotal (hours * rate)	\$ -	\$ 39,738.00	\$ -	\$ 2,444.00	\$ -	\$ -	\$ 42,182.00
Subconsultant Expenses							
	Base Cost	Markup					
TAS Compliance - Altura Solutions	\$1,875.00	0.05					\$1,968.75
						Subtotal	\$1,968.75
Reimbursable Expenses							
Reimbursable Expenses		0					\$2,400.00
						Subtotal	\$2,400.00
Summary							
Design Phase	\$ 24,694.00						
Bidding Phase	\$ 2,126.00						
Construction Phase	\$ 42,182.00						
Subconsultant Expenses	\$1,968.75						
Reimbursable Expenses	\$2,400.00						
TOTAL	\$ 73,370.75						

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.06.2016

MEETING DATE: 12.13.2016

1. Agenda Item:

**CONSIDERATION DISCUSSION AND POSSIBLE ACTION APPROVING THE
BASTROP ART IN PUBLIC PLACES CALL TO ARTIST FOR THE 2017 TWO
DIMENSIONAL ART PROJECT.**

2. Party Making Request: PW DIRECTOR TREY JOB

3. Attachments: Yes X No



BASTROP 2017 2-Dimensional Art Project

Bastrop Art in Public Places

City of Bastrop, Texas

Bastrop, Texas is a unique blend of old and new. Nestled on the banks of the Colorado River, in the heart of the Lost Pines region, the Bastrop historic district offers a delightful selection of shops, restaurants and inns. Nearby neighborhoods have over 100 historic homes, many beautifully restored. A Texas Main Street City since 2007, Bastrop was also named a Distinctive Destination in 2010 by the National Trust for Historic Preservation in recognition of the City's work to preserve its historic character, promote heritage tourism and extend its welcome. Bastrop is a designated Cultural Arts District by the Texas Art Commission.

The 2017 Bastrop 2-Dimensional Art Project ("2-D Art") is an annual program of the Bastrop Art in Public Places Board and the City of Bastrop. The 2017 2-D Art is a new addition adopted to adorn the City of Bastrop's public buildings with original art. This highly visible and accessible 2-D Art exhibition will serve as an art destination for the residents of Bastrop County and Central Texas, as well as, visitors to the area. Viewers will have an opportunity to appreciate and be inspired by the variety, artistry and creativity unique to this exhibition. The 2-D Art submissions will be selected through a juried process and will be on loan to be installed in Bastrop public buildings for one full year.

The 2-D Art artists will be honored at an appreciation and awards ceremony with the date yet to be determined.

2017 Call for Entries

You are invited to submit your 2-D Art to be displayed for the year-long public exhibit. *The following criteria are required:*

1. The 2-D Art call is open in regards to theme and can be in any medium including but not limited to: painting, drawing, mixed media, collage, photography, fiber art, etc. Artist's produced wood block, lithograph, and serigraph are acceptable. No reproductions of original art will be accepted. The framed size must be between 576 sq. inches and 2160 sq. inches. Please note that larger exhibit spaces are more abundant than the smaller spaces at this time. The call is open to all artists without geographic distinctions or restrictions.
2. The 2-D art will be on loan for one calendar year starting on May 15, 2017 in public buildings such as City Hall, the Public Library, offices of the Bastrop Economic Development Corporation and the Convention Center. The public can view the art during posted hours of operation for each location. To view the public buildings visit: www.cityofbastrop.org . The 2-D art will not be removed or "for sale" during the duration of the exhibit.
3. Each artist may submit up to two images of original 2-D Art for consideration. A high resolution digital photograph of at least 300 dpi and 5x7 size is required to be juried, as well as, for use in marketing collateral to include but not limited to: website, social media and print. Please note that the quality of the photograph can influence the jury process. No substitutions will be allowed after the juried process has been completed. Send all photos, including an artist's photo by email. Submit applications by email with digital photos to baippcalltoartists@gmail.com or mail to BAIPP c/o Deborah Johnson, 908 Main Street, Bastrop, TX 78602 with photos on a CD or flash drive.
4. Pending City Council approval of the selected artist exhibitors, the BAIPP will install up to twenty-six (26) 2-D art projects. Selection will be done by a blind jurying process by a pool of jurors chosen by BAIPP. The judging for awards will be done after the installation of the sculptures by another blind panel of jurors. Prizes will be: \$1000 for "Gold", \$750 for "Silver", \$500 for "Bronze" and after the installations of the artwork \$100 for each of three "Honorable Mention" awards.

5. Pending available funds, and approval by the City, BAIPP may purchase one or more 2-D Art projects to be added to the City's permanent collection.

6. Participating artists will meet with a BAIPP representative and City staff in Bastrop by appointment on May 17, 2017, to deliver the 2-D art. The art must be delivered in person to the designated location. BAIPP will not accept or return art through the mail or other carrier such as UPS or FedEx. Hours for delivery will be extended into the evening hours to accommodate artist's schedules. The 2-D art must be professionally framed in a black frame of no less than one inch molding with appropriate hardware including a flat D-ring style ring on the back with wire. BAIPP reserves the right to reject any piece at the time of delivery if the framing is not professional in presentation and appearance or if the art delivered does not reflect the art presented in the submission. Insurance against damage, theft and the elements will be the responsibility of the City of Bastrop.

7. All artists selected to exhibit will be required to sign an Artist's Agreement with the City of Bastrop that will detail the rights and responsibilities of all parties related to staging, installation, security, materials, liability and removal, etc.

2017 EXHIBITION SCHEDULE

March 15, 2017: Submission Deadline
 Confirmations of receipt of submissions
April 15, 2107: Notification of Acceptance
 May 1, 2017: Paperwork completion (W-9 and contract)
May 17, 2107: Art delivery
 Date TBD: Appreciation and awards ceremony

For artist or event information, please contact **Deborah Johnson** with the *Bastrop Art in Public Places Board* at **512-657-4275**.

BASTROP 2-Dimensional Art Project
A Project of Bastrop Art In Public Places (BAIPP)

2017 Artist & Entry Information

Name: _____

Address: _____

City/State/Zip: _____

Telephone: Home () _____ Cell () _____

Email: _____ Fax () _____

Title #1 _____

Materials _____

Height: _____ Width: _____ Depth: _____ Weight: _____

Sales Price \$ _____

Artist's Statement (250 words or less)

Title #2 _____

Materials _____

Height: _____ Width: _____ Depth: _____ Weight: _____

Sales Price \$ _____

Artist's Statement (250 words or less)

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.6.2016

MEETING DATE: 12.13.2016

1. Agenda Item:

CONSIDERATION DISCUSSION AND POSSIBLE ACTION TO AWARD A WELL ENGINEERING CONTRACT TO CH2MHILL TO INITIATE DESIGN SERVICES FOR WELL NUMBER 1 AT XS RANCH IN THE SIMSBORO AQUIFER AND RELATED MONITOR WELLS AT AN ESTIMATED COST OF \$ 159,342.45.

2. Party Making Request: DIRECTOR OF PW, PARKS, & UTILITIES- TREY JOB

3. Attachments: Yes X No

ATTACHMENT A

Engineering Design and Services During Construction for the City of Bastrop Simsboro Aquifer Production and Monitor Well

Scope of Services

Task 1 Conceptual Design (30% Design)

- 1) Site Visits
 - a) CH2Ms will perform a site visit at each of the two well sites. The visits will be accomplished on a single day.
- 2) Conceptual Well Design
 - a) CH2M will complete the conceptual design of the production well and monitor well to include the casing and screen diameter and wall thickness, tentative casing and screen depths, and reamed hole depth and diameter. Casing, screen, and cement materials will also be determined.
- 3) Conceptual Design Meeting
 - a) CH2M will meet with the City, or other entity designated by the City, for up to 1 hour to review written comments on the Conceptual Design TM. CH2M will document decisions modifying the TM content in meeting minutes.

Task 2 Final Design (100%)

- 1) Permit Support (Production Well Only)
 - a) CH2M will provide copies of supporting documents for the Texas Commission on Environmental Quality (TCEQ) Public Supply Well Review. The City will submit all permitting applications and pay application fees.
 - b) CH2M will prepare one formal response to a request for additional information for the TCEQ review.
- 2) Draft Final Design Drawings and Technical Specifications
 - a) CH2M will prepare draft Final (100%) Design drawings and technical specifications for the facilities proposed. The technical specifications will be provided in Word™ format to the City and the City's Consulting Engineer.
 - b) City's Standard "Front End" Specifications will not be modified by CH2M.
- 3) Draft Final Design Review Meeting

- a) CH2M will attend a meeting to review written comments for the draft Final Design with the City. Others will prepare the agenda and meeting minutes.
- 4) Final Design Drawings and Technical Specifications
 - a) CH2M will prepare Final Design drawings and technical specifications for the facilities proposed based on comments received from review of draft Final Design. These will be issued signed and sealed in pdf format.
 - b) CH2M will update the OPCC for the aforementioned design elements, based on the quantities developed during this Phase. The OPCC will be Class 1 (-3% to +15%) and provided electronically in pdf format.

Task 3 Bidding Services

- 1) Requests for Information
 - a) CH2M will respond to up to 3 RFIs during the bidding phase. CH2M will prepare a written response to questions regarding CH2M's design. The City's Consulting Engineer will prepare and distribute any resulting addenda to the bidding documents.
- 2) Conformed Documents
 - a) CH2M will incorporate changes from addenda and bidder input into the Final Design drawings and technical specifications. These will be issued signed and sealed in pdf format. No hard copies will be provided.

Task 4 Construction Services

- 1) Pre-construction Conference
 - a) CH2M's project manager and resident observer will attend a Pre-construction Conference with representatives of the Contractor and the City. Others will conduct the meeting and prepare the meeting minutes.
- 2) Shop Drawings and Submittals
 - a) CH2M will review up to 10 shop drawings and submittals, as listed in the Contract Documents.
- 3) Requests for Information
 - a) CH2M will review up to 5 RFIs and provide written responses to the City's Consulting Engineer.
- 4) Well Drilling Resident Observation
 - a) CH2M will provide part-time resident observation (Resident Observer) during the drilling and testing the new production well. CH2M will provide up to 85 hours of project manager and 424 hours of junior engineer/geologist involvement during well construction.
 - b) CH2M's part-time Resident Observer responsibilities are limited to:
 - Documenting pilot hole drilling during through the proposed production interval and preparing a written log of drill cuttings.

- Witnessing geophysical logging of the pilot hole and reamed hole.
- Preparing recommendations for casing and screened intervals for the well based on the geophysical logs and boring logs and designing the well screen and sand pack based on site-specific gradation results.
- Observing final casing and screen installation and gravel pack and cement placement.
- While onsite for designated activities, maintain a daily log of construction activities to include construction quantities completed, personnel present, and other pertinent information.
- Identify the construction activities that are to be observed by regulators and will coordinate schedules for these activities with the individual agencies.
- Witnessing and determining if the results of the alignment surveys meet the contract requirements.
- For the production well only, witnessing and collecting and analyzing 36-hour constant-rate aquifer test data provided by the Contractor for the production well only. Compliance water sampling and field water quality measurement will be conducted near the end of the constant-rate aquifer test.
- For the monitoring well only, witnessing final well development to verify completion and collecting a water sample and field water quality measurement near the end of the development pumping.
- Estimate aquifer transmissivity and well efficiency computed from the 36-hour constant-rate test and compare with contractual requirements to assess development completion.

5) Well Drilling TM

- a) CH2M will provide a TM documenting construction and testing of the production well using information collected by CH2M. The TM will include quantities and types of materials installed based on data provided by Contractor as well as information obtained by CH2M's field observation staff.
- b) CH2M will present the estimate of aquifer transmissivity and well efficiency and will summarize the 36-hour constant-rate aquifer test (production well only).
- c) CH2M will develop TCEQ well completion documentation for the production well to support conditional and interim approval. Others will submit the TCEQ approval request.
- d) The TM will be delivered in pdf format only.

6) Change Orders

- a) CH2M will evaluate up to 3 potential changes and develop supporting documentation for contract change orders to be prepared by the City's Consulting Engineer.

7) Substitutions

- a) CH2M will evaluate and determine acceptability up to a limit of 3 proposed substitutions.

8) Contractor Invoice Review

- a) Up to 5 contractor pay requests will be reviewed for reasonable construction quantities and correct arithmetic. Final approval will be provided by the City's Consulting Engineer.
- 9) Project Closeout
 - a) CH2M's project engineer will attend a site visit for each well to inspect the completion of the work associated with the Contract.
 - b) CH2M will develop a punch list of defective materials, installation and/or finishes and provide to the City.

Task 5 Project Management and Safety

- 1) Project Planning and Monitoring
- 2) Progress Reports
 - a) CH2M will prepare and submit up to 8 monthly Status Reports, as requested by the City or the City's Consulting Engineer.
 - b) The reports will include a simplified discussion of schedule and budget status, progress to date, planned progress for the month, data needs, coordination and other issues. The reports will also include the number of hours of resident observation time expended to date.

Additional Service (Not included in Basic Services)

- 1) Design of facilities other than the production and monitor well bore.
- 2) Monitoring of any wells other than the proposed production and monitor well.
- 3) Any laboratory testing or analyses.
- 4) Topographic or boundary survey.
- 5) Environmental assessment.
- 6) Cultural resource assessment.
- 7) Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the Contract for Construction not as a result of CH2M's work.
- 8) Services necessary due to the default of the Contractor.
- 9) Services for participation in litigation or alternative dispute resolution of claims.
- 10) Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- 11) Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.

Assumptions

- 1) General

- a) Project is limited to design and construction support for a 1,500 gpm public supply well and a single 6-inch diameter monitoring well. The wells will be completed in the Simsboro aquifer and will be located on the XS Ranch property.
 - b) Well locations and TCEQ pollution survey will be provided by others.
 - c) All meetings attended by CH2M staff will be held in Bastrop, Texas.
 - d) Insurance
 - i) CH2M will maintain insurance in accordance with requirements of the Master Agreement between CH2M and the City of Bastrop.
 - ii) City will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.
 - iii) City will provide for a waiver of subrogation as to all City-carried property damage insurance, during construction and thereafter, in favor of CH2M, CH2M's officers, employees, affiliates, and subcontractors.
 - iv) City will provide (or have the contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite City-furnished equipment and/or materials associated with CH2M's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to CH2M and the contractor(s) (or City), and their respective officers, employees, agents, affiliates, and subcontractors. City will provide CH2M a copy of such policy.
 - e) Contractor Indemnification and Claims
 - i) City shall require contractor(s) to name City and CH2M as additional Insured's on the contractor's general liability insurance policy. City agrees to include the following clause in all contracts with contractors, design professionals and equipment or materials suppliers.
 - ii) Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CH2M, CH2M's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CH2M services performed. City will be the only beneficiary of any undertaking by CH2M.
- 2) Opinions of Cost, Financial Considerations, and Schedules
- a) CH2M has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs. competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule.

- b) Therefore, CH2M makes no warranty that City' actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M's opinions, analyses, projections, or estimates.
- 3) CH2M's services during construction
 - a) The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
 - b) CH2M will review shop drawings from Contractor and response. CH2M will review one subsequent response from Contractor. Additional resubmittals of shop drawings will be considered as additional services, for which provisions will be included in the construction documents to provide for Contractor payment directly to CH2M at no additional cost to the City. All unspecified submittals will be acknowledged as having been received, but will not be reviewed.
 - c) CH2M will act as the City's representative when CH2M staff are on site performing Well Drilling Resident Observation services.
- 4) Furnished data
 - a) City and other Third-Parties will provide to CH2M all data in their possession relating to CH2M's services on the Project. CH2M shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City and other Third-Parties (i.e., communication, power, gas or pipeline utilities).
- 5) Bid Services
 - a) Bid review will be by others.
- 6) Technical Specifications
 - a) Technical Specifications shall be developed by CH2M using the City's Standard Specifications for Construction, latest revisions, and other necessary special specification.
 - b) Tailored Front End Documents will be prepared and coordinated by the City's Consulting Engineer.
- 7) Supplemental Conditions
 - a) Only the Supplemental Conditions section, if required, will be developed and produced by CH2M.
 - b) All remaining sections of the Front End Documents will be produced by the City.
- 8) Construction Drawings

- a) The drawing sets will be submitted 11" x 17" plan sheets unless otherwise noted herein.
 - b) All drawings will be produced in MicroStation® CAD or Microsoft Excel® format and in conformance with City standards.
- 9) Miscellaneous
- a) City or other Third-Parties will obtain all permits, with supporting information provided by CH2M as detailed herein.
 - b) CH2M provides no guarantee to water production capacity or quality. Well design production capacities will be based on standard geotechnical and engineering practice and available data about the geological formation.
 - c) Published FIRM mapping will be used to site production well.
 - d) Existing water quality information for XS Ranch Test Well 2 will be used to assess the potential for corrosion of well components.
 - e) Laboratory analysis of well cuttings and produced water will be provided by selected Contractor, not CH2M.
 - f) Constructability reviews, construction sequencing reviews and construction schedule development will not be provided nor conducted.
- 10) A single construction package will be prepared to include the production well and monitor well.

Attachment B: Cost Estimate and Compensation

CH2M proposes to complete the scope of work on a time and materials basis for a cost not to exceed \$159,342.45. Actual costs will be billed on a monthly basis and will not exceed the budgeted cost without prior approval of City. Costs assume work will be completed before December 31, 2017. The work will be performed in accordance with the Terms and Conditions of Standard Agreement for Professional Services, dated July 1, 2014 between CH2M HILL Engineers, Inc. and City. Proposed budget estimate for each task are as follow:

Task	Hours	Labor Cost	Expenses (w/Markup)	Subtotal
Conceptual Design	68	\$10,158.00	\$123.90	\$10,281.90
Final Design	287	\$30,242.00	\$144.90	\$30,386.90
Bidding Services	29	\$3,191.00	\$0.00	\$3,191.00
Construction Services	756	\$91,861.00	\$2,743.65	\$94,604.65
Project Management	130	\$20,878.00	\$0.00	\$20,878.00
			Total	\$159,342.45

Attachment C: Project Schedule

Task	Duration (days)	Total Time From Notice to Proceed (days)
Conceptual Design	30	30
Final Design	60	90
Bidding Services*	60	150
Construction Services	115	265
PM and Safety	265	265

* Includes TCEQ Plan Review

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: 12.06.2016

MEETING DATE: 12.13.2016

1. Agenda Item:

CONSIDERATION DISCUSSION AND POSSIBLE ACTION APPROVING THE DRAFT AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT IN THE FORM BASED CODE AREA OF THE CITY OF BASTROP WHEN IT PROMOTES WATER QUALITY AND IMPROVED FIRE FLOW.

2. Party Making Request: PW DIRECTOR TREY JOB

3. Attachments: Yes X No

**CONTRIBUTOR AGREEMENT
CITY of BASTROP, TEXAS
AND
APPLICANT
FOR
A joint development agreement**

THIS AGREEMENT, entered this ____ day of _____, 20____ by and between City of Bastrop (herein called the "City") and _____ (herein called the "Applicant").

WHEREAS, the "Applicant" owns property within the area of the city that is regulated by form based and proposes to subdivide a 0.611-acre lot known as Farm Lot, BLOCK 19 East of Main ST, (R00000) also known as 0000 Buttonwood street Bastrop TX.

WHEREAS, the Applicant wishes to engage the City to assist the Applicant with needed infrastructure required by the applicant for the development and subdivision of said lot.

WHEREAS, it has been determined that the proposed improvements will improve the city's water system and reduce or prevent dead-end waterlines within the water system, thereby improving water quality.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the execution of this agreement, and the escrow of the required project funding by the applicant;

I. PURPOSE OF THE AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

This agreement is made between the applicant and the city for the water infrastructure installation and how the cost will be allocated to each party. The city understands that the spread out patterns of growth, which have shaped communities in the past requires some policies for infill development.

Infill development is the process of developing vacant or under-used parcels within existing urban areas that are already largely developed. Most communities have significant vacant land within city limits, which, for various reasons, has been passed over in the normal course of urbanization. Ideally, infill development involves more than the piecemeal development of individual lots. Instead, a successful infill development program should focus on the job of crafting complete, well-functioning neighborhoods. Successful infill development is characterized by overall residential densities high enough to support improved transportation choices as well as a wider variety of convenience services and amenities. It can return cultural, social, recreational and entertainment opportunities, gathering places, and vitality to older centers and neighborhoods.

Attention to design of infill development is essential to ensure that the new development fits the existing context, and gains neighborhood acceptance. A cooperative partnership between government, the development community, financial institutions, non-profit organizations, neighborhood organizations and other resources is essential to achieve infill success. In the long view, the public and private costs of continuing to favor sprawl development patterns will far exceed the resources needed now to facilitate infill development.

II. SCOPE OF SERVICE

A. Activities

The city agrees to the following:

Installing approximately 335 feet of new C-900 6" water line from Main street to Fayette street, install two six-inch gate valves, 1 additional fire hydrant, relocate existing taps to the new water line, and install new taps for the newly subdivided lots. The tap and impact fees will be assessed at the time of platting and must be paid prior to the issuance of any permit. The cost of all material will be at the expense of the applicant and the city will provide the labor and equipment necessary to perform the work related to the water line installation.

Project Delivery

Activity #1 Develop a material list and cost associated with work to be performed.

Activity #2 Develop a project schedule, locate existing utilities i.e. water, sewer, electric, gas, etc....

Activity #3 install 6" water line, isolation valves, fire hydrant, relocate 3 existing water taps, disinfect water main, pressure test, and backfill line in accordance with city construction standards.

B. Project schedule

The city will communicate the construction schedule attached hereto as exhibit (A)

The applicant agrees to the following:

Pay for the cost of materials including but not limited to pipe, fittings, bedding material, backfill if needed, and necessary street repair attached hereto as Exhibit (B)

III. Funds committed by applicant

The City may request the required expense owed the applicant be placed in an escrow account for the city to draw upon receiving the materials prior to construction.

SPECIAL CONDITIONS

[None]

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

The Applicant's failure to act with respect to a breach by the City does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the City and Applicant for the use funds supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Applicant and the City with respect to this Agreement. By way of signing this agreement, the Applicant, to the extent permitted by applicable laws and regulations, bound to perform the agreements within this agreement or any council approved amendment thereof. Any amendment to this agreement must receive prior approval by Bastrop City Council.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Bastrop

[Applicant]

By _____ By _____

City Manager

Title _____

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE REQUEST FOR CITY APPROVAL OF FORESTAR (USA) REAL ESTATE GROUP INC. APPLICATION TO ASSIGN ITS CONSENT AGREEMENT REGARDING THE CREATION OF THE COLONY MUNICIPAL UTILITY DISTRICT #1 AND SUCCESSOR DISTRICTS CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT. CONSENT OF THE CITY TO ANY ASSIGNMENT IS A REQUIREMENT OF SECTION 5.03 OF THE ORIGINAL CONSENT AGREEMENT WHEN THE CITY CONCURRED IN THE CREATION OF THE COLONY MUD. THE REQUESTED ASSIGNMENT IS TO HUNT COMMUNITIES BASTROP, LLC WHO WILL BE ACCEPTING ALL THE ORIGINAL DUTIES AND OBLIGATIONS OF FORESTAR (USA) REAL ESTATE GROUP INC.**

2. Party Making Request: **Interim City Manager, Marvin Townsend**

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **RECOMMENDATION THAT PLANS AND SPECIFICATION BE APPROVED AND BIDS BE RECEIVED ON JANUARY 5, 2016 FOR RENOVATIONS AND SPACE BUILD OUT AT THE ADELL POWELL POLICE AND COURTS BUILDING. WHEN THE BUILDING WAS COMPLETED IN 2000, 1056 SQUARE FEET WAS ROUGHED IN AND SET ASIDE FOR FUTURE EXPANSION. THIS SPACE IS NOW NEEDED FOR BOTH THE POLICE DEPARTMENT AND MUNICIPAL COURT. THE BUDGET INCLUDES UP TO \$500,000 FOR THIS RENOVATION.**

2. Party Making Request: Interim City Manager, Marvin Townsend

3. Attachments: Yes XX No

Bastrop Police Department

Memorandum



Date: December 6, 2016

To: Marvin Townsend
Interim City Manager

From: Steve Adcock
Public Safety Director and Chief of Police

Re: Adell Powell Police and Courts Building Renovation Update

In 2000, the City of Bastrop Adell Powell Police and Courts Building initial buildout was completed. The building's footprint is approximately 10,700 square feet, with 9,644 square feet "finished-out" and 1,056 square feet left for future "expansion". The size of the city has significantly grown with the addition of approximately 2,402 city residents and over 20,000 county residents. The mission and resources needed by the municipal courts and police department have grown proportionately with our population. Some of these needs include changing the floor plan for the municipal courts and police department to better serve their customers; security improvements for the courtroom and for the police vehicle parking area; and additional office space for the increase of personnel added to these respective departments. We are at a point where the "unfinished" portion of the building needs to be completed.

In FY 2016, the City Manager with the City Council's concurrence allocated \$500,000 from the fund balance to be used to complete the renovation. Fatter & Evans Architects, Inc. worked on the remodel and the Request for Qualifications (RFQ) for construction bids are being advertised. The project is scheduled to take approximately 90 days and should be completed sometime at the beginning of the summer. This project is a budgeted item that was approved in the FY17 budget.

CITY COUNCIL

AGENDA COVER SHEET

DATE SUBMITTED: December 5, 2016

MEETING DATE: December 13, 2016

1. Agenda Item: **CONSIDERATION OF ADDRESSING THE SIGN ORDINANCE REVIEW IN TWO SEGMENTS, SIGNAGE RELATED TO MAJOR STATE HIGHWAY, AND ALL OTHER SIGN REGULATIONS. THE HEIGHT AND SQUARE FOOTAGE OF SIGNS IMPACTED BY ELEVATED AND HIGH SPEED STATE HIGHWAY, HAVE BEEN THE BASIS OF A NUMBER OF APPEALS TO THE MUNICIPAL SIGN REVIEW BOARD. A STAFF RECOMMENDATION TO ADDRESS SIGN ISSUES INVOLVING OVERPASSES AND HIGH SPEEDS CAN BE PREPARED MORE RAPIDLY THAN A REVIEW OF THE ENTIRE ORDINANCE.**

2. Party Making Request: **Interim City Manager, Marvin Townsend**