

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM THE REGULAR COUNCIL MEETING OF MAY 10, 2016.**

2. Party Making Request: **City Secretary, Ann Franklin**

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

This is to receive approval of accuracy from Council for the minutes recorded during May 10, 2016 Council Meeting.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the May 10, 2016 Council Minutes.**

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
MAY 10, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, May 10, 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, Dock Jackson, and Gary Schiff. Council Member Gilleland was absent.

CALL TO ORDER

At 6:33 p.m. Mayor Kesselus called the Meeting to order with a Quorum being present.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem DeLaRosa led the Pledge.

INVOCATION

Council Member Schiff gave the Invocation.

PRESENTATIONS

A. Susan G. Komen Austin Ambassador Training – Eliza May

Eliza May gave a presentation to Council regarding the Ambassador Training which will be held in Bastrop on May 14, 2016.

PROCLAMATIONS

A. National Police Week – Steve Adcock, Public Safety Director, Chief of Police

The proclamation was accepted by Steve Adcock, Public Safety Director, Chief of Police

B. Motorcycle Safety Awareness Month

The proclamation was accepted by Bob Johnson

CITIZEN COMMENTS

Bonnie Coffey – Stated that three Council Members on the BEDC is a problem.

Pastor Roland Nova – Announced the Community Picnic on the North End will be held on Saturday, May 14, 2016 at the Jewell Hodges Park. Pastor Nova provided invitations to the Council.

ANNOUNCEMENTS

A. Update on Comprehensive Plan Steering Committee – Kay Garcia McAnally and Dock Jackson - **None**

B. Items Targeted for Future Meetings,

June 7, 2016

- Workshop – consideration of Bond Election and Charter change proposals
Date to be determined
- Vendor use policy for property immediately west of the Convention Center
- Discussion of property at 921 Main Street

City Manager's Informational Report for the May 10, 2016 City Council Meeting:

I. Meetings and Events Attended:

II. Update on City Projects and Issues:**A. Discussion and Review of Water Usage for the period of April 1, 2016 through May 8 2016, 2016.**

The City Manager stated that there was a severe leak in the Piney Ridge Subdivision and an employee was sent out to hand deliver the morning notices which met the stage requirements for the timeline to residents (Residents that were not accessible due to gates/fences notices were hung on the gates/fences of the closest accessibility.) and reverse 911 calls were made to the customers affected.

Jim Nodler – Stated that he has an issue with the notice for the boiled water. He stated that he did not receive a notice and the reverse 911 call came after 5:00 p.m. and he did not find anything on the City website regarding this until the next day. Mr. Nodler stated that he lives at 197 Laurel Lane and his daughter lives at 187 Laurel Lane and his daughter did not receive notice until the following day. The City Manager stated that he would check into Mr. Nodler's concerns and report back to Council at the next Council meeting.

Charlie Schraeder - Stated that he lives at 238 Laurel Lane and he did not receive a notice for the boiled water and did not receive a reverse 911 call nor was he notified when the ban was lifted. The City Manager stated that he would check into Mr. Schraeder's concerns and report back to Council at the next Council meeting.

B. Update on the Chestnut Fire Station Renovation Project.

The City Manager stated that there have been several rainy days and the contractor did not want to work until the ground was dry. The contractor and engineer got together to enhance the integrity of the wall and the remainder of the work should be finished by the end of May if weather permits.

C. Review of the Rodeo Arena at Mayfest Park.

The City Manager expressed his desire to bring the Rodeo Arena back to a more professional setting.

D. Update on the Texas Department of Transportation "Tahitian Village Overpass Project."

The City Manager stated that all of the issues with the Union Pacific Railroad has been resolved by TxDot. TxDot is attempting to have a ground breaking ceremony either June the 1st or 2nd with the preconstruction being around this same time frame. The City Manager anticipates full construction to be in progress by the end of June.

E. Update on the Texas Department of Transportation "S.H.71 – S.H. 95 Overpass Project."**F. Update on the DMO and the development of a RFQ.****G. Update on the Bus Shelter Project.**

The City Manager stated that all materials are in and the crew will begin to install the bus shelter. The shelter is facing the corner of Linden and Main and it is being replaced as a school bus stop and a CARTs bus stop.

H. Update on the Comprehensive Plan

The City Manager stated that Chapters 1 through 4 have been reviewed by the Steering Committee and all four chapters are posted on the website. A draft of Chapter 7, Parks and Recreation has been submitted to the staff for preliminary review; Chapter 5, Land Use and Community Image, Transportation and Cultural Arts and Tourism are being drafted currently by the consultant. The next Steering Committee meeting will be scheduled following review of Chapter 5.

I. Update on the "HUD Shelter Grant" Building.

The City Manager stated that he is moving forward with progress and he chose not to go with the "Monolithic Building" because the time did not allow for addressing an alternate way that this would need to be done with the time left to complete this project.

J. Discussion and Review Regarding the City Owned Lot Adjacent to the Convention Center.

The City Manager recommended to the Council that the Main Street Department would be responsible for overseeing the activities occurring on the lot.

Council Member Schiff made the motion to go forward with the plan as proposed (Main Street Department will be responsible for overseeing the activities occurring on the lot) and direction to the City Manager to provide the 1832 Farmers Market with a 30 day notice of the cancellation of the lease, seconded by Council Member McAnally. The motion was approved on a 4-0 vote. Council Member Gilleland was absent.

K. Review of the FY-2017 Budget Calendar

L. Management/Administrative Activities

The City Manager stated:

- Working through the bond refinancing process
- Had a rating call
Had a good review and if nothing else will maintain the current rating, the City has strong fund balances and it was agreed that the City should not get too bloated on the fund balances and were impressed that Council is allocating the funds for one time purchases.
- Going to market on May 19th
- Bastrop County, City of Bastrop and BISD vs Pine Forest Investment Group – The City Manager read into record the Judge's Ruling.

III. Other City Activities:

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

Inviting input from the City Council related to issues for possible inclusion on future 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 the following items are considered to be self-explanatory by the Council and will be enacted with one motion; there will be no separate discussion of these items unless a Council Members so requests.**
- A.1 Consideration, discussion and possible action regarding approval of minutes from the special utility workshop meeting of September 15, 2015 regular Council Meeting of April 26, 2016.**

- A.2 Consideration, discussion and possible action approving the second reading of an ordinance amending Section 1.15.035; "Ethics Ordinance" in the Code of Ordinances of the City Of Bastrop; providing a severability clause; and providing an effective date. (From the April 26TH meeting Item D.3)
- A.4 Approval of the statutory denial for a period of 180 days from the date of Council action on a request for the Replat of Lots 21 and 22B of Suburbia Estates being a +/- 3.500 acres out of the Nancy Blakey Survey Abstract No. 98 within the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).
- A.5 Approval of the Final Plat of Magnolia Gardens being +/-0.467 acres within Farm Lot 8, East of Main Street, also known at 704 Magnolia Street, located northwest of the intersection of Magnolia and Water Street within the city limits
- A.6 Approval of Bastrop Marketing Corporation's request for reimbursement of funds for March 2016 in accordance with the agreement to be spent on advertising and marketing the City of Bastrop area.
- A.7 Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending March 31, 2016.
- A.8 Consideration, discussion and possible action acknowledgment of the Bastrop Market Corporation Quarterly Report.

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

- A.3 Consideration, discussion and possible action on the second reading of a proposed ordinance by the City Council of the City of Bastrop Texas, amending the budget for the Fiscal Year 2016 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. (From the April 26TH meeting Item D.5)
Mayor Pro Tem DeLaRosa made the motion to approve the ordinance, seconded by Council Member Jackson. The motion was approved on a vote of 4-0. Council Member Gilleland was absent.

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

- B.1 PUBLIC HEARING: For a request that the Council grant two (2) Variances to the Fairview Cemetery Ordinance; (1) 2009-31, Sec. 15.16.f. stating that "Mausoleum and Crypts are not permitted in the Fairview Cemetery" and (2) Sec. 15.16.e. concerning maximum height of markers stating that "Height restrictions. Monuments, markers, memorials, or tombstones in the Fairview Cemetery shall be four (4) feet in height or less, unless approved by the City Manager. The two (2) variances requested ask the Council to allow: (1) construction and placement of an 'above-ground mausoleum

structure (which will containing human remains) in the Fairview Cemetery, (2) at a total height of 7'2", which exceeds the height allowed by City Code by three feet and 2 inches. The public hearing was closed.

Terry Sanders – Spoke in favor of the variance request.

Henry Bell – Stated the background for his request of the variance.

D. NEW BUSINESS

- D.3** Consideration, discussion and possible action on a request that the Council grant two (2) Variances to the Fairview Cemetery Ordinance; (1) 2009-31, Sec. 15.16.f. stating that "Mausoleum and Crypts are not permitted in the Fairview Cemetery" and (2) Sec. 15.16.e. concerning maximum height of markers stating that "Height restrictions. Monuments, markers, memorials, or tombstones in the Fairview Cemetery shall be four (4) feet in height or less, unless approved by the City Manager. The two (2) variances requested ask the Council to allow: (1) construction and placement of an 'above-ground mausoleum structure (which will containing human remains) in the Fairview Cemetery, (2) at a total height of 7'2", which exceeds the height allowed by City Code by three feet and 2 inches.

Council Member Jackson made the motion to approve the two variances, seconded by Council Member McAnally. The motion was approved on a vote of 4-0. Council Member Gilleland was absent. The request was made to have the whole Cemetery Ordinance looked at in order to provide more options.

C. OLD BUSINESS - NONE

D. NEW BUSINESS CONTINUED

- D.1** Consideration, discussion and possible action on a presentation by Mr. Michael Jokovich Area Vice President and General Manager of the Hyatt Regency Lost Pines Resort & spa regarding the creation of a Destination Marketing Organization as it relates to the Bastrop Marketing Corporation and the implications as it relates to the Hotel/Motel Tax.

The presentation was made by Michael Jokovich. No action was taken.

- D.2** Consideration, discussion and possible action on the donation of a 1.7 acre tract for a pocket park.

This item was postponed to June 2016.

- D.4** Consideration, discussion and possible action on the adoption of a resolution giving permission to the Bastrop Fire Department to apply for a grant from FEMA for three (3) full-time firefighters.

Council Member McAnally made the motion to approve the resolution and to proceed with application for three fire fighters under the grant program and upon receiving notification of the amount being awarded come back to Council for approval of amount to accept, seconded by Council Member Schiff. The motion was approved on a vote of 4-0. Council Member Gilleland was absent.

E. EXECUTIVE SESSION

E1. The Bastrop City Council met at 8:45 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.
2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, negotiations or value of real property.
3. **Section 551.087** – To discuss, evaluate or deliberate regarding commercial, financial, business or other information that the City has received related to economic development opportunities or prospects in or near the territory of the City, and/or to deliberate the potential offer of economic incentives to a business prospect, as note herein.
4. **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.

The Bastrop City Council reconvened at 9:54 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

The City Manager stated that Council had reviewed various issues related to pending real estate matters and potential economic development projects, but that no action was needed by the Council on any item at this time.

ADJOURNMENT

Council Member Jackson made the motion to adjourn the meeting at 9:56 p.m., seconded by Mayor Pro Tem DeLaRosa. The motion was approved on a 4-0 vote. Council Member Gilleland was absent.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE BOARD APPOINTMENTS**

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the board appointments.**



CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	CHAVEZ III	First	CAMILLO	Middle	RAMIREZ	
Street Address	1401 PECAN ST		Mailing Address			
Apt/Unit #	City	BASTROP	State	TX	ZIP Code	78602
Phone	(512) 577-0410		E-mail Address			cchavez25@aatt.net
Date Available	6/1/16	I have lived in Bastrop	7	years.	Place of Employment	C. MORALES & FAMILY
Have you filed an application here before?		YES ☒	NO ☐	If so, when? 2015		
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed		YES ☒ NO ☐

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	CARLOS LIRIO	Relationship	FRIEND
Company	LOST PINES TOYOTA	Phone	(504) 416-2723
Full Name	MIRON SARGENT	Relationship	BUSINESS
Company	GLAZERS - SR. VILLAGE PRESIDENT	Phone	(214) 675-4730
Full Name	CHAS DILLON	Relationship	FRIEND
Company	DILLON LAW	Phone	(512) 303-2889

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

PRESIDENT - BYSO

What qualifies you to serve on the board(s) you are applying for?

STRONG BUSINESS BACKGROUND, ABILITY TO VIEW/EVALUATE ALL OPTIONS.

Why do you want to serve on the board(s) you are applying for?

TO CONTINUE ON THIS BOARD, JUST NOW GETTING GOING

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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

Signature

Carol R. Chae

Date 5/16/16

WRITTEN NOTICE

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

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

OFFICE USE ONLY RECEIVED MAY 17 2016

Date Application Received: 5/17/2016	Application Received by: <i>Kay Beretta</i>
Position Appointed:	Date Appointed:
Term Starts:	Term Expires:

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

ECONOMIC DEVELOPMENT CORPORATION BOARD

BEDC is a non-profit corporation, specifically governed by the Texas Development Corporation Act of 1979. The purpose of the Corporation is to promote, assist and enhance economic development in accordance with the Act and to engage in activities as authorized by the Act and its Articles of Incorporation for those purposes, except as limited by the Bylaws, or the vote of the Council.

Answer the following questions by checking the boxes and providing additional detailed information as needed.

Yes No

☒ ☐

I work, or one of my relatives* works, in the real estate industry (construction, demolition, building, development, broker or sales).

Who: BARBARA ALBRECHT Relationship: MOTHER-IN-LAW

What trade: REAL ESTATE AGENT

Explain further: ALSO - MICHAEL TORRENCIE - COUSIN IN-LAW
REAL ESTATE AGENT

Yes No

☐ ☒

I work, or one of my relatives* works, in the financial, banking, lending, bond or contracting industry.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐ ☒

I have, or one of my relatives* has, an interest in a company that is involved in an economic development related industry in the Central Texas area (including, for example, business site locator, retail marketing, construction of residences or other buildings).

Who: _____ Relationship: _____

What type of activity is done: _____

Explain further: _____

☐ ☒

I own shares or serve on the board of directors of, or a relative* owns shares or serves on the board of directors of, the following company that is potentially related to economic development in the Bastrop area.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

CAMILLO R. CHAVEZ III
Printed Name



PLA 2
BED

CITY OF BASTROP

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

received
5/4/16

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Rogers	First	Davisilla	Middle	D.	
Street Address	103 Brian Forest		Mailing Address	SAME		
Apt/Unit #	City	Bastrop	State	TX	ZIP Code	78602
Phone	(512) 565-5848		E-mail Address	BASTROPSUGAN@GMAIL.COM		
Date Available	5-5-16	I have lived in Bastrop	8 years.	Place of Employment	Susan Shuck	
Have you filed an application here before?		YES ☒	NO ☐	If so, when?		2013
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed	YES ☒	NO ☐

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Terry Moore	Relationship	Friend and Have been on boards together
Company	YMCA	Phone	(727) 643-2977
Full Name	Bonnie Coffey	Relationship	Friend
Company	Retired	Phone	(512) 983-6481
Full Name	Jimmy Ann Vaughn	Relationship	Friend
Company	Retired	Phone	(512) 965-0000

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Pine Forest Property Owners

What qualifies you to serve on the board(s) you are applying for? I feel I understand a lot of Bastrop Business & Residents & Have spent the last 10 years serving on several boards that helped Bastrop become what it is now.

Why do you want to serve on the board(s) you are applying for? I would like to help Bastrop grow for the future in the way that keep the lifestyle we all love here.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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

Signature

Date 5-3-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	5/3/16	Application Received by:	Ann Hanlin
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

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Answer the following questions by checking the boxes and providing additional detailed information as needed.

Yes No

☐☒

I work, or one of my relatives* works, in the real estate industry (construction, demolition, building, development, broker or sales).

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

Yes No

☐☒

I work, or one of my relatives* works, in the financial, banking, lending, bond or contracting industry.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐ ☒

I have, or one of my relatives* has, an interest in a company that is involved in an economic development related industry in the Central Texas area (including, for example, business site locator, retail marketing, construction of residences or other buildings).

Who: _____ Relationship: _____

What type of activity is done: _____

Explain further: _____

☐ ☒

I own shares or serve on the board of directors of, or a relative* owns shares or serves on the board of directors of, the following company that is potentially related to economic development in the Bastrop area.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.


Signature

Drusilla Rogen
Printed Name



Handwritten notes: AHT, B of A, 2012/15

CITY OF BASTROP

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

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

New Appointment:

Request for Re-Appointment:

SECTION A: APPLICANT INFORMATION

Last Name	Rogers	First	Robert (Bob)	Middle	R
Street Address	1408 Wilson St		Mailing Address	Same	
Apt/Unit #	City	Bastrop	State	TX	ZIP Code
Phone	(512) 629 1570		E-mail Address	prairiestar40@yahoo.com	
Date Available	I have lived in Bastrop		20	years.	Place of Employment
Have you filed an application here before?		YES ☒ NO ☐		If so, when? last term	
Have you ever been convicted of a crime?		YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop?		YES ☒ NO ☐		Currently Employed YES ☐ NO ☒	

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Ken Kesselos	Relationship	Friend
Company	Mayor	Phone	(512) 940-7897
Full Name	Joe Newman	Relationship	Friend
Company	Retired	Phone	(512) 581 2332
Full Name	Joe Best	Relationship	Friend
Company		Phone	(512) 658 0102

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

B of A

What qualifies you to serve on the board(s) you are applying for?

25 yrs municipal Experience

Why do you want to serve on the board(s) you are applying for?

To help guide members with my experience

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

Bastrop Parks Board	Bastrop Economic Development Corporation	Bastrop Housing Authority
Planning and Zoning Commission	Board of Adjustment <u>1</u>	Construction Standards Board of Adjustments
Main Street Advisory Board	Fairview Cemetery Advisory Board	Art in Public Places Board
Hunters Crossing Local Government Corporation Board	Bastrop Library Board (City Resident / BISD Area Resident)	
Automated Red Light Advisory Committee	Other:	
Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under. Architect, Planner, Designer Licensed Real Estate Professional Own Commercial Historic Structure/Property Own Residential Historic Structure/Property General Resident of City of Bastrop Planning and Zoning Member Bastrop County Historic Society Member	

DISCLAIMER AND SIGNATURE

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

Signature

Rolf R. Ragan

Date

4/19/16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	RECEIVED APR 20 2016	Application Received by:	<i>Kay Beetta</i>
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

LETTER OF INTENT

Mayor, City Council:

My intent to serve on BOA another term to use my twenty five years of municipal experience to help guide the board through the consideration of granting variances based on municipal law and rules set out by state and local governments.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Rogers", with a long horizontal flourish extending to the right.

Bob Rogers

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

ZONING BOARD OF ADJUSTMENT (ZBA)

MUNICIPAL SIGN REVIEW BOARD

ZBA members are tasked with hearing and deciding appeals regarding administrative zoning decisions, with authorizing continuation of a nonconforming structure, and, under certain limited circumstances, granting variances from the City's established zoning. ZBA members also serve on the Municipal Sign Review Board, which is charged with reviewing applications for variances from the City's sign code, conduct hearings and granting or denying such variance applications.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐ ☒ I work, or one of my relatives* works, in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What type of activity is done: _____

☐ ☒ I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a property development company.

Who: _____ Name of Company: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐☒

I have an interest in or work for, or one of my relatives* has an interest in or works for, a company that owns real property that could potentially derive an economic benefit from a zoning variance.

Who: _____ Relationship: _____

Explain the interest or company position: _____

☐☒

I work for, own or have a substantial interest, or one of my relatives* works for, owns, or has a substantial interest, in a company that is engaged in outdoor advertising or sign business.

Who: _____ Relationship: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

Printed Name



FAX 332 8819

CITY OF BASTROP

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

Cemetery

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

Historical Commission
New Appointment: ☒

Cemetery Board
Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	<i>LONG</i>	First	<i>Cheryl</i>	Middle	<i>M.</i>
Street Address	<i>1501 Church St.</i>		Mailing Address		
Apt/Unit #	City	<i>Bastrop</i>	State	<i>TX</i>	ZIP Code <i>78602</i>
Phone	<i>(512) 321-5472</i>		E-mail Address <i>purewestcl@aol.com</i>		
Date For Meeting Available	I have lived in Bastrop <i>43</i> years.		Place of Employment <i>pure west / put vintage</i>		
Have you filed an application here before?		YES ☒ NO ☐	If so, when? <i>LAST Year</i>		
Have you ever been convicted of a crime?		YES ☐ NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?		YES ☒ NO ☐	Currently Employed YES ☒ NO ☐		

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	<i>Jim LUGIANNI - V.P. Dallas Market</i>	Relationship	<i>0</i>
Company	<i>Vice Pres. Dallas Market center</i>	Phone	<i>(214) 655 6100</i>
Full Name	<i>BUD ROYER</i>	Relationship	<i>0</i>
Company	<i>ROYERS CAFE' Roundtop tex</i>	Phone	<i>(979) 249 3611</i>
Full Name	<i>Ken Kessulus</i>	Relationship	<i>0</i>
Company	<i>BASTROP Mayor</i>	Phone	<i>() email - city mayor</i>

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Cemetery Board

What qualifies you to serve on the board(s) you are applying for?

*NATIONALLY
Artwork in MANY
MUSEUM Included*

See enclosed

Resume

working!!!

Why do you want to serve on the board(s) you are applying for?

*I Love the Cemetery - it is one of the most
BEAUTIFUL ones in the country - THE History of BASTROP needs to be
emphasized more in the perhaps even a "walking trail"
thru the cemetery - explaining perhaps a timeline - The new Area*

②

The new Area - needs to be Laidout with the ^{BRAUN} ~~SOFTNESS~~ OF trees and shrubs - NOT JUST A FLAT PIECE OF LAND - PLUS - The Acquisition of new properties needs to be Addressed with the city expansion -

I HAVE emailed Ken Kessalus + Mike TALBOT ON IMPORTANCE OF A CALENDAR ^{TIME} FOR MEETINGS - Not JUST A Week BEFORE phone call

The Historical Commission:

- ① To protect the integrity of our Historical Buildings + neighborhoods
- ② Codes are too Loose - and allow sectioning + selling OFF OF PARTIALS in Historic Neighborhoods
- ③ SMALL

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

☐ Bastrop Parks Board	☐ Bastrop Economic Development Corporation	☐ Bastrop Housing Authority
☐ Planning and Zoning Commission	☐ Board of Adjustment	☐ Construction Standards Board of Adjustments
☐ Main Street Advisory Board	☒ Fairview Cemetery Advisory Board (1)	☐ Art in Public Places Board
☐ Hunters Crossing Local Government Corporation Board	☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)	
☐ Automated Red Light Advisory Committee	☐ Other:	

☒ Historic Landmark Commission

*Please indicate which position(s) you are qualified to serve under.

☐ Architect, Planner, Designer

☐ Licensed Real Estate Professional

☐ Own Commercial Historic Structure/Property

☐ Own Residential Historic Structure/Property

☒ General Resident of City of Bastrop 41 years

☐ Planning and Zoning Member

☒ Bastrop County Historic Society Member

Antique Dealer

DISCLAIMER AND SIGNATURE

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

Signature

Cheryl Long

Date

April 16-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

CHERYL M. LONG
P.O. BOX 430
BASTROP, TX 78602
(512) 321-5472

ARTIST
DESIGNER
PHOTOGRAPHER

EDUCATION:

Bachelor of Fine Arts Degree, 1984
University of Texas, Austin, TX
Emphasis in painting and photography.
Minor in fashion design.

RELATED EXPERIENCE:

- ◇ Assisted in teaching visual and drawing skills to fashion design students while attending the *University of Texas*.
- ◇ Established Pure West, which was originally a t-shirt line with my mixed media photographs silkscreened onto them. This evolved into a full spectrum ladies' clothing and home furnishings line.
- ◇ Developed and Copyrighted the concept of a "single touch of color" on a black and white photograph for the Pure West t-shirt line.
- ◇ Active in all aspects of business at Pure West, especially design, marketing, advertising and public relations.
- ◇ Ability to do complete garment design from formative sketches to custom fabrication through patterns and finished tailoring.
- ◇ Excellent knowledge of the changing customer and their needs gained from ten years of industry experience.
- ◇ Taught and perfected the techniques of painting on leather and suede to Patricia Wolf.

EMPLOYMENT:

1989-present
1992 & 1995

1992-1993

1987-1988

1987-1988

1984-1988

Designer for **PURE WEST**, Bastrop, TX
Designed catalog cover for Justin Belts for **LEEGIN LEATHER PRODUCTS**, City of Industry, CA
Designed catalog covers for **SODA CREEK OUTFITTERS**, Steamboat Springs, CO
Freelance photography, *Western Horseman Magazine*, Colorado Springs, CO
Freelance photography and artwork for ad campaign, **PATRICIA WOLF**, Smithville, TX
Exhibited art in various galleries, specifically **ALTERMAN-MORRIS GALLERY**, Houston, TX

POINTS OF INTEREST:

- ◇ The following have my original works of art in their collections:
Browning-Ferris Industries
Compaq Computers
Ralph Lauren
Paine Webber, NYC
Torch Energy Museums

◇ Included in the *Whole Cowboy Catalog*, by Rod Mcqueary and Sue Wallis, 1995.

◇ Commissioned by Durango Cowboy Gathering to do signature poster, Durango, CO, Fall 1990.

Continued

PROFESSIONAL -

1) 30 YEARS DESIGN CONSULTANT WITH MAJOR COMPANIES

A) COORSUCH - ASPEN, COLORADO

B) BRIGHTON-LEIGH BELTS

2) ORIGINAL ART IN PERMANENT CORPORATE COLLECTIONS, MUSEUMS

A) TOWER ENERGY MUSEUM - HOUSTON, TEXAS

B) HARRY RANSOME MUSEUM - ARCHIVES - UNIVERSITY OF TEXAS

C) RALPH LAUREN - N.Y. CITY - N.Y.

D) CLINT EASTWOOD, ARMEL, CO.

3) WEARABLE ART COLLECTED BY:

A) JANE SEYMOUR - HOLLYWOOD

B) ANDIE MCDOWELL - ASHVILLE, N.C.

C) BRAD PISLEY - KIMBERLEY PISLEY, NASHVILLE

D) NOW DECEASED - DENNIS HOPPER - TIPS, N.M., HOLLYWOOD

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

CEMETERY ADVISORY BOARD

CAB members are tasked with assisting the City in recommending rules concerning the use, care, control management and protection of the City's cemetery and advising the City on issues related to the proper conduct of cemetery business of the Fairview Cemetery.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐

I have, or one of my relatives* has, a financial interest in the Fairview Cemetery.

Who: _____ Relationship: _____

☐

I have, or one of my relatives* has, an interest in real property that is connected to or otherwise near or adjacent to, or that is potentially related to the City's Cemetery.

Who: _____ Relationship: _____

Where is Related Property: _____

☐

I work for or own, or a relative* works for or owns, a company that designs, produces and/or sells funeral services, equipment or related products in Bastrop County.

Who: _____ Name of Company: _____

Position held: _____ How long employed: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

Printed Name

Cheryl Long



Const
standards

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name <i>McDonald</i>		First <i>Chase</i>	Middle <i>Glenn</i>
Street Address <i>1805 Garfield St</i>		Mailing Address <i>same</i>	
Apt/Unit #	City <i>Bastrop</i>	State <i>Tx</i>	ZIP Code <i>78602</i>
Phone <i>(512) 332-6733</i>		E-mail Address <i>chasemcdonald@aigmail.com</i>	
Date Available	I have lived in Bastrop <i>30</i> years.		Place of Employment <i>SELF, General Contractor</i>
Have you filed an application here before? YES ☒ NO ☐		If so, when?	
Have you ever been convicted of a crime? YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐		Currently Employed YES ☒ NO ☐	
Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.			

SECTION B: REFERENCES

Please list three professional references.

Full Name	Relationship
Company	Phone () -
Full Name	Relationship
Company	Phone () -
Full Name	Relationship
Company	Phone () -

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Construction Standards Board

What qualifies you to serve on the board(s) you are applying for?

Why do you want to serve on the board(s) you are applying for?

I work in the field of construction and plan to stay in Bastrop.

05-24-2016

Board/Commission Application

City of Bastrop

Note: Applicants who fail to complete the entire application will not be considered for appointment to Board or Commission.



Const
standards

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name <i>McDonald</i>		First <i>Chase</i>	Middle <i>Glenn</i>
Street Address <i>1805 Hartfield St</i>		Mailing Address <i>SAME</i>	
Apt/Unit #	City <i>Bastrop</i>	State <i>Tx</i>	ZIP Code <i>78602</i>
Phone <i>(512) 332-6733</i>		E-mail Address <i>chasemcdonald@aigmail.com</i>	
Date Available	I have lived in Bastrop <i>30</i> years.	Place of Employment <i>SELF, General Contractor</i>	
Have you filed an application here before? YES ☒ NO ☐		If so, when?	
Have you ever been convicted of a crime? YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐		Currently Employed YES ☒ NO ☐	
<i>Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.</i>			

SECTION B: REFERENCES

Please list three professional references.

Full Name	Relationship
Company	Phone () -
Full Name	Relationship
Company	Phone () -
Full Name	Relationship
Company	Phone () -

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Construction Standards Board

What qualifies you to serve on the board(s) you are applying for?

Why do you want to serve on the board(s) you are applying for?

I work in the field of construction and plan to stay in Bastrop.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

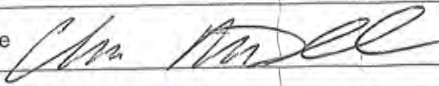
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

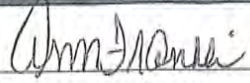
4/14/2016

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	4/29/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

CONSTRUCTION STANDARDS BOARD

CSB members are tasked with assisting the City in hearing appeals of decisions and interpretations of the building official and to consider variances of the technical codes of the City by builders, owners and tradesmen.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☒ ☐ I work, or one of my relatives* works, in the construction industry.

Who: Chase McDonald Relationship: Self

What trade: General Contractor

Explain further: _____

☒ ☐ I have, or one of my relatives* has, an interest in a company that is involved in construction in Bastrop (including, for example, demolition, site preparation, infrastructure installation, construction of residences or other buildings, paving, lighting, sale of construction materials, rental/sale of construction equipment).

Who: Chase McDonald Relationship: Self

What type of activity is done: _____

☐ ☒ I own shares or serve, or a relative* owns shares or serves, on the board of directors of a construction related company.

Who: _____ Name of Company: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐☒

I am, or a relative* is, a promoter, a financial supporter, or on the board of an entity, a business or an organization that has a construction project proposed, planned or underway in the City of Bastrop.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature



Chase McDonald

Printed Name



received
4-15-16

CITY OF BASTROP

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

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name <i>Osborn</i>		First <i>Michael</i>	Middle <i>Lee</i>
Street Address <i>101 magna Trl</i>		Mailing Address	
Apt/Unit #	City <i>Bastrop</i>	State <i>TX</i>	ZIP Code <i>78602</i>
Phone <i>(512) 304-8116</i>		E-mail Address <i>mikeosborn09@gmail.com</i>	
Date Available <i>now</i>	I have lived in Bastrop <i>29</i> years.		Place of Employment <i>Osborn Plumbing</i>
Have you filed an application here before? YES ☐ NO ☒ If so, when?			
Have you ever been convicted of a crime? YES ☐ NO ☒ If so, when?			
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐ Currently Employed YES ☒ NO ☐			

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

SECTION B: REFERENCES

Please list three professional references.

Full Name <i>Roger Osborn</i>	Relationship <i>Boss / Father</i>
Company <i>Osborn Plumbing</i>	Phone <i>(512) 304-8120</i>
Full Name <i>James "Skip" Lowden</i>	Relationship <i>CO-worker</i>
Company <i>Osborn Plumbing</i>	Phone <i>(512) 304-5896</i>
Full Name <i>Chase McDonald</i>	Relationship <i>Friend/working relationship</i>
Company <i>KM General Contracting</i>	Phone <i>(512) 332-6733</i>

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

NO

What qualifies you to serve on the board(s) you are applying for?

10+ years of Residential & commercial service.

Why do you want to serve on the board(s) you are applying for? *I believe I should serve on the board since I have been involved in the plumbing industry in bastrop for over 10 years and have knowledge of the fast changes occurring in this industry.*

05-24-2016

Board/Commission Application

City of Bastrop

Note: Applicants who fail to complete the entire application will not be considered for appointment to Board or Commission.

33

Page 1 of 2

V3.0 08/2014

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

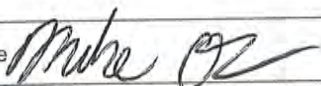
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

4-15-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

05-24-2016

Board/Commission Application

City of Bastrop

Note: Applicants who fail to complete the entire application will not be considered for appointment to Board or Commission.

34

Page 2 of 2

V3.0 08/2014

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

CONSTRUCTION STANDARDS BOARD

CSB members are tasked with assisting the City in hearing appeals of decisions and interpretations of the building official and to consider variances of the technical codes of the City by builders, owners and tradesmen.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☒ ☐

I work, or one of my relatives* works, in the construction industry.

Who: Roger Osborn Relationship: Father

What trade: Plumbing

Explain further: Roger and I both work at Osborn Plumbing and primarily do residential and commercial services

☒ ☐

I have, or one of my relatives* has, an interest in a company that is involved in construction in Bastrop (including, for example, demolition, site preparation, infrastructure installation, construction of residences or other buildings, paving, lighting, sale of construction materials, rental/sale of construction equipment).

Who: Same above Relationship: _____

What type of activity is done: no new construction just service and repairs

☐ ☒

I own shares or serve, or a relative* owns shares or serves, on the board of directors of a construction related company.

Who: _____ Name of Company: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐☒

I am, or a relative* is, a promoter, a financial supporter, or on the board of an entity, a business or an organization that has a construction project proposed, planned or underway in the City of Bastrop.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

Printed Name



Housing
Authority

CITY OF BASTROP

City Secretary's Office
1311 Chestnut Street
Bastrop, Texas 78602
(512) 332-8800

<http://www.cityofbastrop.org>

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	McFarlin	First	JANIE	Middle	ELIZABETH
Street Address	604 Hill	Mailing Address			
Apt/Unit #	A	City	Bastrop	State	TX
ZIP Code	78602-3917				
Phone	(512) 332-0942		E-mail Address		
Date Available	now	I have lived in Bastrop	60 years.	Place of Employment	NA
Have you filed an application here before?	YES ☒ NO ☐	If so, when?	Last Year		
Have you ever been convicted of a crime?	YES ☐ NO ☒	If so, when?			
Do you reside within the City Limits of Bastrop?	YES ☒ NO ☐	Currently Employed	YES ☐ NO ☒		

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SECTION B: REFERENCES

Please list three professional references.

Full Name	Rev C. A. Williams	Relationship	Pastor
Company	Macedonia, Baptist Church	Phone	(512) 587-4550 Church (303) 3727
Full Name	ETTA MADISON	Relationship	Friend
Company	Bastrop Co. (Retired Child Protection)	Phone	(512) 303-0604
Full Name	MARY TIPS WILLIAMS	Relationship	Friend
Company	TRAVIS Co.	Phone	(512) 225-4527

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

NO

What qualifies you to serve on the board(s) you are applying for?

By being a long time resident of Bastrop and know lot of people of Bastrop

Why do you want to serve on the board(s) you are applying for?

I believe that I can be an asset to Bastrop and hope to be of help in way that I can

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature Janice E. McFarland Date 4-27-16

WRITTEN NOTICE

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

OFFICE USE ONLY

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Bastrop Housing Authority

The Bastrop Housing Authority Members are tasked with assisting the City in identifying and filling the needs of the community related to low-rent housing, to function as the City's Housing Authority, pursuant to the Statute authorizing same, found in Local Government Code, Chapter 392, et seq.

Answer the following questions by checking the boxes and providing additional detailed information as needed.

Yes No

- ☐ ☒ I work, or one of my relatives* works, for a company that provides services and/or products to housing authorities.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

- ☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision, building, financing or operation of low-income housing facilities in Central Texas and in the Bastrop area.

Who: _____ Relationship: _____

What type of activity is done: _____

- ☐ ☒ I own, or one of my relatives* owns, shares, or serves on the board of directors of a company that is in some way related to the low-income housing industry.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Janice E. McFarlin
Signature

Janice E. McFarlin
Printed Name

JANIE McFARLIN
604-A Hill Street
Bastrop, TX 78602

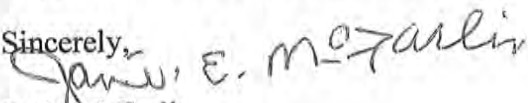
April 27, 2016

Honorable Mayor Ken Kessellus
P.O. Box 427
Bastrop, TX 78602

Honorable Mayor Kessellus:

My term as Resident Commissioner on the Bastrop Housing Authority Board will expire in June of 2016. I understand that I can serve two consecutive 2 year terms as Resident Commissioner. I am sincerely interested in continuing the work on the Board of Commissioners and this letter comes as a request for your consideration for reappointment for a second term.

Sincerely,


Janie McFarlin



CITY OF BASTROP

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

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Anzaldua	First	Brandon	Middle	Chad	
Street Address	211 Remington Run		Mailing Address	211 Remington Run		
Apt/Unit #	City	Bastrop	State	TX	ZIP Code	78602
Phone	(512) 913-6226		E-mail Address	bcanzaldua@gmail.com		
Date Available	05/01/2016	I have lived in Bastrop	28 years.	Place of Employment	CHAN Healthcare	
Have you filed an application here before?		YES ☐	NO ☒	If so, when?		
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed	YES ☒	NO ☐

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SECTION B: REFERENCES

Please list three professional references.

Full Name	Summer Daniel	Relationship	Supervisor
Company	CHAN Healthcare	Phone	(512) 324-3042
Full Name	Kellen Hunt	Relationship	Former Subordinate
Company	Austin ISD	Phone	(512) 414-3993
Full Name	Mark Jayaram	Relationship	Former Subordinate
Company	TMHP	Phone	(512) 596-9223

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

N/A

What qualifies you to serve on the board(s) you are applying for?

I have been an auditor for over 9 years and an Audit Manager for 4+. I am a certified internal auditor as well as a certified fraud examiner. The auditing and management background I have along with my certifications directly correlate with objective, independent opinions.

Why do you want to serve on the board(s) you are applying for?

I believe that I would provide an objective professional analysis where necessary that brings value to the community.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

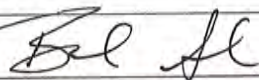
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

DISCLAIMER AND SIGNATURE

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- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature



Date

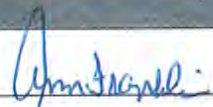
4-22-16

WRITTEN NOTICE

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

OFFICE USE ONLY

Date Application Received:	4/25/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

ETHICS COMMISSION

ETHICS COMMISSION members are tasked with assisting the City in dealing with requests by citizens, the Council and Boards regarding requests for clarifications, amendment and interpretations of the City's Ethic's Ordinance and in handling Complaints filed thereunder, as set forth in the Ordinance.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☒ ☐

I, my spouse, or my children and/or parents are related (by blood or marriage) to a member of a City Board or Commission or a City Official, as that term is defined in the City's Code of Ethics.

Who: Kathy Hanna Relationship: Mother in law

Who: _____ Relationship: _____

☐ ☐

I am involved, or one of my relatives* is involved, in various work in the community that would likely result in frequent ethical conflicts of interest, when I am called upon to make decisions related to complaints brought pursuant to the City's Ethic's Ordinance, as follows:

Who: _____ Relationship: _____

When: _____ What: _____

☐ ☐

I have worked, or a relative* has worked, on the political campaign of a City Official in the past, supporting them in their attempt to become a City official with the City of Bastrop, Texas.

Who: _____ Who did they support: _____

Position held: _____ How long ago: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

B. A.
Signature

Brandon Anzaldúa
Printed Name

05-24-2016

43



Housing
Authority

4/28/16

CITY OF BASTROP

City Secretary's Office
1311 Chestnut Street
Bastrop, Texas 78602
(512) 332-8800

<http://www.cityofbastrop.org>

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	Woods	First	Phillip	Middle	Leon
Street Address	471 Kelley Road		Mailing Address	Same	
Apt/Unit #	City	Bastrop	State	TX	ZIP Code 78602
Phone	(512) 627-5229		E-mail Address	woophill@aol.com	
Date Available	I have lived in Bastrop 21 years.		Place of Employment	First Assembly of God Church	
Have you filed an application here before?			YES ☒ NO ☐		
			If so, when? 2015		
Have you ever been convicted of a crime?			YES ☐ NO ☒		
			If so, when?		
Do you reside within the City Limits of Bastrop?			YES ☐ NO ☒		
			Currently Employed YES ☒ NO ☐		

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Kay Wesson	Relationship	Friend
Company	Remax	Phone	(512) 303-4441
Full Name	Robert Vidaurri	Relationship	Friend
Company	Mission Net Cast	Phone	(512) 203-7777
Full Name	Roger Osborne	Relationship	Friend
Company	Osborne Plumbing	Phone	(512) 303-0262

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Chaplain for Bastrop Police Department and Bastrop Sheriff's Department
Regional Mission Representative
Sectional Committee Representative

What qualifies you to serve on the board(s) you are applying for?

I have attended multiple classes to educate myself in order to fully understand the Housing Authority's operations and my role as a commissioner. I am able to make myself available to staff whenever they need checks co-signed and for meetings.

Why do you want to serve on the board(s) you are applying for?

I want to ensure we provide quality affordable housing for the less fortunate. The HA's annual assessment and physical inspection scores indicate that we have done this but we also set goals that we have not yet met. Primarily, we recognize there is a need to increase affordable housing opportunities as Bastrop grows and we are exploring options that may be available to the HA to meet those needs.

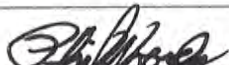
SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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☐ Main Street Advisory Board	☐ Fairview Cemetery Advisory Board	☐ Art in Public Places Board
☐ Hunters Crossing Local Government Corporation Board	☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)	
☐ Automated Red Light Advisory Committee	☐ Other:	
☐ Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under. ☐ Architect, Planner, Designer ☐ Licensed Real Estate Professional ☐ Own Commercial Historic Structure/Property ☐ Own Residential Historic Structure/Property ☐ General Resident of City of Bastrop ☐ Planning and Zoning Member ☐ Bastrop County Historic Society Member	

DISCLAIMER AND SIGNATURE

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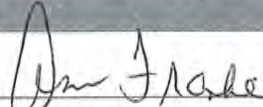
Signature 	Date 04/27/2016
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WRITTEN NOTICE

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

OFFICE USE ONLY

Date Application Received:	4/28/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

PHIL WOODS
471 Kelly Road
Bastrop, TX 78602

April 27, 2016

Honorable Mayor Ken Kesselus
P.O. Box 427
Bastrop, TX 78602

Dear Mayor Kesselus:

My term with the Bastrop Housing Authority Board of Commissioners will expire in June of 2016. I am sincerely interested in continuing the work of the Housing Authority's Board of Commissioners as we begin renovation projects over the next several months. The Housing Authority is also aware of the growing need to provide more affordable housing opportunities in Bastrop and we are continuing to explore options that may be available to the Housing Authority to help meet those needs. This letter comes as a request for your consideration for reappointment.

Sincerely,



Phil Woods

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Bastrop Housing Authority

The Bastrop Housing Authority Members are tasked with assisting the City in identifying and filling the needs of the community related to low-rent housing, to function as the City's Housing Authority, pursuant to the Statute authorizing same, found in Local Government Code, Chapter 392, et seq.

Answer the following questions by checking the boxes and providing additional detailed information as needed.

Yes No

- ☐ ☒ I work, or one of my relatives* works, for a company that provides services and/or products to housing authorities.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

- ☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision, building, financing or operation of low-income housing facilities in Central Texas and in the Bastrop area.

Who: _____ Relationship: _____

What type of activity is done: _____

- ☐ ☒ I own, or one of my relatives* owns, shares, or serves on the board of directors of a company that is in some way related to the low-income housing industry.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

Phil Woods
Printed Name



HC/PID

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name <u>Johnson</u>		First <u>Brandon</u>	Middle <u>Kyle</u>
Street Address <u>103 Thompson Trail</u>		Mailing Address	
Apt/Unit #	City <u>Bastrop</u>	State <u>Texas</u>	ZIP Code <u>78602</u>
Phone <u>(512) 925-1330</u>		E-mail Address <u>brandon.johnson@bluebonnet-coop</u>	
Date Available <u>Now</u>	I have lived in Bastrop <u>10</u> years.	Place of Employment <u>Bluebonnet electric</u>	
Have you filed an application here before? YES ☒ NO ☐		If so, when? <u>2 yrs ago</u>	
Have you ever been convicted of a crime? YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐		Currently Employed YES ☒ NO ☐	

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

SECTION B: REFERENCES

Please list three professional references.

Full Name <u>Robert Thompson</u>	Relationship <u>Direct Supervisor</u>
Company <u>Bluebonnet Electric</u>	Phone <u>(713) 202-6575</u>
Full Name <u>Nick Barta</u>	Relationship <u>Work Peer</u>
Company <u>Bluebonnet Electric</u>	Phone <u>(512) 988-1387</u>
Full Name <u>Lester Yadau</u>	Relationship <u>Peer</u>
Company <u>Bluebonnet Electric</u>	Phone <u>(979) 255-8511</u>

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

PID Board

What qualifies you to serve on the board(s) you are applying for?

Previous board member

Why do you want to serve on the board(s) you are applying for?

ET directly affects the people in my community.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

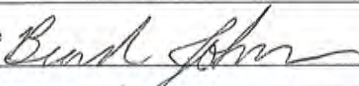
☐ Bastrop Parks Board	☐ Bastrop Economic Development Corporation	☐ Bastrop Housing Authority
☐ Planning and Zoning Commission	☐ Board of Adjustment	☐ Construction Standards Board of Adjustments
☐ Main Street Advisory Board	☐ Fairview Cemetery Advisory Board	☐ Art in Public Places Board
☒ Hunters Crossing Local Government Corporation Board		☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)
☐ Automated Red Light Advisory Committee		☐ Other:

☐ Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under.
	☐ Architect, Planner, Designer
	☐ Licensed Real Estate Professional
	☐ Own Commercial Historic Structure/Property
	☐ Own Residential Historic Structure/Property
	☐ General Resident of City of Bastrop
	☐ Planning and Zoning Member
☐ Bastrop County Historic Society Member	

DISCLAIMER AND SIGNATURE

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

Signature



Date

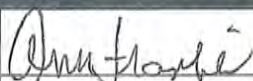
4-27-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	4/28/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

The HXING LGC Members are tasked with assisting the City in evaluating and overseeing the operations of the Hunter's Crossing Public Improvements District, acting in that capacity as an administrative arm of the City.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐ ☒ I work, or one of my relatives* works, in a company that provides services and/or products to the Hxing PID or the Hxing LGC.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision, building, financing or operation of the Hxing PID or the Hxing LGC.

Who: _____ Relationship: _____

What type of activity is done: _____

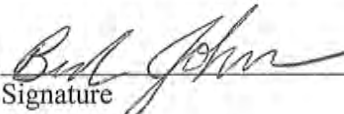
☐ ☒ I own shares or serve, or a relative* owns shares or serves, on the board of directors of a company that is in some way related to the Hxing PID or the Hxing LGC, beyond my residence, or operation of a business, in the PID.

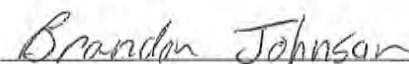
Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.


Signature


Printed Name



L. B RARY Bd

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	Wiginton	First	Carolyn	Middle	Marques
Street Address	413 Cedar St.		Mailing Address	(same)	
Apt/Unit #	City	Bastrop	State	Tx	ZIP Code
Phone	(512) 845 8740		E-mail Address	cmwiginton@aol.com	
Date Available	4/27/16	I have lived in Bastrop	27 years.	Place of Employment	self employed
Have you filed an application here before?		YES ☒	NO ☐	If so, when?	
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?	
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed	YES ☐ NO ☒

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Mary Jo Jenkins	Relationship	Fellow ^(Library) Board member
Company	BISD (Retired) Sub.	Phone	(512) 303-6108
Full Name	Karol Rice	Relationship	^(BFAA) (Former) Fellow Board member
Company	Bastrop Fine Arts Guild	Phone	(512) 565-6912
Full Name	Sherri Gilmore	Relationship	Friend
Company	Ed. Consultant	Phone	(512) 924-3227

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Vice President Protemp Bastrop Fine Arts Guild

What qualifies you to serve on the board(s) you are applying for? I am an educator active participant in community events. My interest in libraries goes back to my childhood. I have served on several different boards & committees and am familiar with Board Procedures.

Why do you want to serve on the board(s) you are applying for? As explained in the attached letter, I have extensive experience as a reading specialist, and I love books & history.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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

Signature

Carolyn Marques Wiginton

Date

April 27, 2016

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	<i>4/27/16</i>	Application Received by:	<i>Amie I. Sander</i>
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

LIBRARY BOARD

The Library Board members are tasked with assisting the City in making recommendations to the City Council and the Library staff for the supervision, management and operation of the Library, and shall carry out the directives and policies established by the City Council.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐ ☒ I work, or one of my relatives* works, in a company that provides services or products to the City's Library, such as publications, books, copiers, computer services or other library services.

Who: _____ Relationship: _____

What do they do: _____

Explain further: _____

☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision of services or materials to the City's Library system.

Who: _____ Relationship: _____

What type of activity is done: _____

☐ ☒ I share or serve, or one of my relatives* shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Library and the services and products it uses.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

I have read and understand the statement above. Carolyn Marques Wiginton
Signature

Carolyn Marques Wiginton
Printed Name

April 25, 2016

The Honorable Ken Kessler
Mayor, City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

RE: Library Board Appointment

Dear Mayor Kessler,

I am requesting that I be retained on the Library Board. As you know, we have had two members who recently passed on, and we feel the loss keenly. The stability of the Board is essential to maintain and upgrade the quality of services so necessary in our growing community.

I served on the Board for several years in the past, but family issues required me to train and work at Rawson Saunders School for Dyslexics. My son needed the education that institution was able to provide. As soon as I returned to Bastrop, I contacted Mary Jo Jenkins because my specialized knowledge can help in programs at the library.

I would like to see the monthly program restored that encourages timid readers to read to therapy dogs. I also act as an informal liaison between the Bastrop Art Community and the Library coordinating art exhibits and art related activities. I truly feel I'm an asset to the Board and I would like to remain on it another three years.

Thank you for your consideration,

Carolyn Margues-Wiginton

Carolyn Wiginton

Library Board Member



CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Jenkins	First	Mary	Middle	Jo
Street Address	204 Maynard St.		Mailing Address	Same	
Apt/Unit #	City	Bastrop	State	TX	ZIP Code
Phone	(512) 303-6308		E-mail Address	mjenk77553@aol.com	
Date Available	4-4-16	I have lived in Bastrop	38	years.	Place of Employment
Have you filed an application here before?		YES ☒	NO ☐	If so, when?	
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?	
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed	YES ☐ NO ☒ Retired

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SECTION B: REFERENCES

Please list three professional references.

Full Name	Willie Deha Rosa	Relationship	friend
Company	- - -	Phone	(512) 332-8800
Full Name	Will Jenkins	Relationship	friend, attorney
Company	Jenkins & Jenkins Law	Phone	(512) 303-4700
Full Name	Reid Sharp	Relationship	friend, banker
Company	First National Bank Bastrop	Phone	(512) 321-2561

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Library Board

What qualifies you to serve on the board(s) you are applying for?

I am a retired educator & I love the library and helping people.

Why do you want to serve on the board(s) you are applying for?

I want more people to know about and utilize our wonderful library.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

4-4-16

WRITTEN NOTICE

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

OFFICE USE ONLY

Date Application Received:	4/5/16	Application Received by:	Kay Revetta
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

LIBRARY BOARD

The Library Board members are tasked with assisting the City in making recommendations to the City Council and the Library staff for the supervision, management and operation of the Library, and shall carry out the directives and policies established by the City Council.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

- ☐ ☒ I work, or one of my relatives* works, in a company that provides services or products to the City's Library, such as publications, books, copiers, computer services or other library services.

Who: _____ Relationship: _____

What do they do: _____

Explain further: _____

- ☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision of services or materials to the City's Library system.

Who: _____ Relationship: _____

What type of activity is done: _____

- ☐ ☒ I share or serve, or one of my relatives* shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Library and the services and products it uses.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

I have read and understand the statement above.

Signature

Mary Jo Jenkins

Printed Name

Mary Jo Jenkins

4-4-16

April 4, 2016

Ken Kesselus

1311 Chestnut Street

Bastrop, Texas 78602

Dear Mayor Kesselus,

I would very much like to be reappointed to the library board. I feel that my level of experience is valuable to the board. I also see many needs for the future.

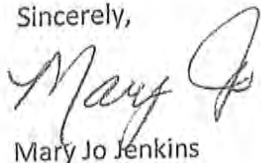
We need to strive to better serve the underserved population of the county. We are working on reaching out through attending literacy nights at the schools, and speaking to church groups to encourage people to use the library. We also will be reaching out to people in the housing projects and letting them know that we want them to use the library and we want to help them do that. We also need to try to better serve our senior population. Possibly offering to take books to the nursing homes and to seniors with limited mobility.

There are so many other things that we can do such as social services on line and having a digital center.

I would like for the staff, the friends, and the board to work together to let people know where the library is and how they can utilize it.

Our public library has so very much to offer the citizens and I have a strong desire to help this happen. Please consider appointing me to the library board again.

Sincerely,

A handwritten signature in cursive script that reads "Mary Jo".

Mary Jo Jenkins



CITY OF BASTROP

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

L. Bluffy Board

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	Schaefer	First	Rebecca	Middle	Orozco
Street Address	507 Elm St	Mailing Address	same		
Apt/Unit #		City	Bastrop	State	TX
				ZIP Code	78602
Phone	(512) 321-5852	E-mail Address	beckyschaefer@hotmail.com		
Date Available		I have lived in Bastrop	52 years.	Place of Employment	retired
Have you filed an application here before?	YES ☒ NO ☐	If so, when?	yearly		
Have you ever been convicted of a crime?	YES ☐ NO ☒	If so, when?			
Do you reside within the City Limits of Bastrop?	YES ☒ NO ☐	Currently Employed	YES ☐ NO ☒		

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Sarah Chalmers	Relationship	close friend
Company	—	Phone	(512) 321-2890
Full Name	Cindy Sharp	Relationship	close friend
Company		Phone	(512) 304-0010
Full Name	Rachel Yates	Relationship	cousin
Company		Phone	(512) 284-0266

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Bastrop Public Library Board

What qualifies you to serve on the board(s) you are applying for? I am currently a member of the Library Board. I have been a part of the Board that has helped make significant changes and improvements over the years.

Why do you want to serve on the board(s) you are applying for? As a member of the current board I feel that the group works very well together and I would love to continue helping as the library grows. My passion for the library continues to grow and it has been an honor to serve on the Board.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

LIBRARY BOARD

The Library Board members are tasked with assisting the City in making recommendations to the City Council and the Library staff for the supervision, management and operation of the Library, and shall carry out the directives and policies established by the City Council.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☒ ☒ I work, or one of my relatives* works, in a company that provides services or products to the City's Library, such as publications, books, copiers, computer services or other library services.

Who: Rachel Yates Relationship: cousin

What do they do: works at Bastrop Copier

Explain further: the Library periodically orders supplies from this store

☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision of services or materials to the City's Library system.

Who: _____ Relationship: _____

What type of activity is done: _____

☐ ☒ I share or serve, or one of my relatives* shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Library and the services and products it uses.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

I have read and understand the statement above


Signature

Rebecca L. Schaefer

Printed Name

City Sec

From: Becky Schaefer <beckyschaefer@hotmail.com>
Sent: Monday, April 25, 2016 9:16 AM
To: City Sec
Subject: Fw: Library Board

I sent this to Ken but Kay told me last Friday that you had not received it.

Becky Schaefer

From: Becky Schaefer <beckyschaefer@hotmail.com>
Sent: Wednesday, April 20, 2016 9:22 PM
To: bastropmayorken@gmail.com
Subject: Library Board

Ken,

I turned in my application and Conflict of Interest forms today. I want you to know that I have never felt like I was a dedicated citizen just doing my duty by serving on a City Board. When I was appointed to the Library Board I considered it a huge honor. I am very proud to have been a part of a group that has helped the Library grow in size and increase the services it has to offer. I would like for my position to be extended so I can continue to work with the Board on future projects. I have the level of passion needed to continue to support the growth of our library. I feel that the current board works very well together and we all have the best interest of the library first and foremost.

Thank you,

Becky Schaefer
512-321-5852



Library Bd
Vac.

CITY OF BASTROP

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

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	SORIANO	First	RUBEN	Middle	N/A
Street Address	707 WATER ST.		Mailing Address	SAME	
Apt/Unit #	N/A	City	BASTROP	State	TX
				ZIP Code	78602
Phone	(512) 303-9151		E-mail Address	rsoriano@custin.rr.com	
Date Available	5/18/16	I have lived in Bastrop	30 years.	Place of Employment	SEMI-RETIRED / SELF-EMPLOYED
Have you filed an application here before? YES ☐ NO ☒ If so, when?					
Have you ever been convicted of a crime? YES ☐ NO ☒ If so, when?					
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐ Currently Employed YES ☐ NO ☒					

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	MICHAEL MALICOTE	Relationship	PROFESSIONAL / SOCIAL
Company	U.S. ARMY RET.	Phone	(512) 360-5527
Full Name	KEN KESSLER	Relationship	PROFESSIONAL / SOCIAL
Company	MAYOR CITY OF BASTROP	Phone	(512) 940-7837
Full Name	CLARE SANTACROCE	Relationship	PROFESSIONAL / SOCIAL
Company	I. R. S.	Phone	(512) 825-2113

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

NO.

What qualifies you to serve on the board(s) you are applying for?

FIRST, I WAS ASKED. SECOND, I HAVE PARTICIPATED IN VARIOUS COMMUNITY ORGANIZATIONS ON A VOLUNTEER BASIS.

Why do you want to serve on the board(s) you are applying for?

I CARE ABOUT LITERACY & ACCESSABILITY TO THE WRITTEN WORD.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

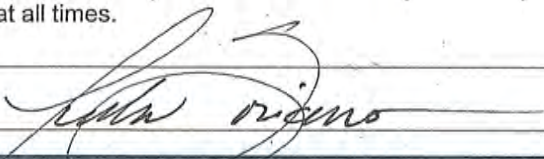
☐ Bastrop Parks Board	☐ Bastrop Economic Development Corporation	☐ Bastrop Housing Authority
☐ Planning and Zoning Commission	☐ Board of Adjustment	☐ Construction Standards Board of Adjustments
☐ Main Street Advisory Board	☐ Fairview Cemetery Advisory Board	☐ Art in Public Places Board
☐ Hunters Crossing Local Government Corporation Board	☒ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)	
☐ Automated Red Light Advisory Committee	☐ Other:	

☐ Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under.
	☐ Architect, Planner, Designer
	☐ Licensed Real Estate Professional
	☐ Own Commercial Historic Structure/Property
	☐ Own Residential Historic Structure/Property
	☐ General Resident of City of Bastrop
	☐ Planning and Zoning Member
	☐ Bastrop County Historic Society Member

DISCLAIMER AND SIGNATURE

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

Signature



Date

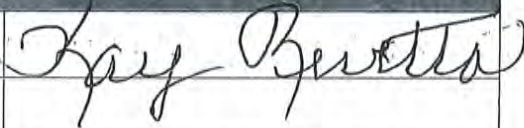
5/18/2016

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	RECEIVED MAY 18 2016	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

LIBRARY BOARD

The Library Board members are tasked with assisting the City in making recommendations to the City Council and the Library staff for the supervision, management and operation of the Library, and shall carry out the directives and policies established by the City Council.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

- ☐ ☒ I work, or one of my relatives* works, in a company that provides services or products to the City's Library, such as publications, books, copiers, computer services or other library services.

Who: _____ Relationship: _____

What do they do: _____

Explain further: _____

- ☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the provision of services or materials to the City's Library system.

Who: _____ Relationship: _____

What type of activity is done: _____

- ☐ ☒ I share or serve, or one of my relatives* shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Library and the services and products it uses.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.



MAN PL 57 2

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

CITY OF BASTROP

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

[Handwritten signature]

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name Moore		First Terry		Middle Lyne	
Street Address 415 Patton Cove			Mailing Address same		
Apt/Unit #	City Bastrop	State TX	ZIP Code 78602		
Phone (727) 643-2977		E-mail Address tlmoore@hotmail.com			
Date Available as soon as needed	I have lived in Bastrop 8 1/2 years.		Place of Employment YMCA of Austin		
Have you filed an application here before?		YES ☐ NO ☒		If so, when?	
Have you ever been convicted of a crime?		YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop?		YES ☒ NO ☐		Currently Employed YES ☒ NO ☐	

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

SECTION B: REFERENCES

Please list three professional references.

Full Name Mac Craig (City Manager)	Relationship previous employer
Company City of Largo, Florida	Phone (727) 580-4942
Full Name Tamera McIntyre	Relationship fellow volunteer
Company City of Bastrop, Police Department	Phone (512) 581-8052
Full Name Sharon Peterson	Relationship co-worker
Company We worked together at KIX103 (Arkansas)	Phone (870) 314-1259

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below: **Bastrop Opera House Board Member**

What qualifies you to serve on the board(s) you are applying for? **I have had the honor of working and volunteering for the Main Street organization in 3 different states-AR, FL, TX. I managed a program in FL and understand the way the program operates and it's mission.**

Why do you want to serve on the board(s) you are applying for? **I believe in it's purpose and it's mission. I have volunteered in the communities I've lived in for over 30 years. MS has and continues to make a big impact on this community. I want to be a part of that work.**

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

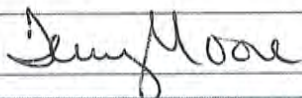
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

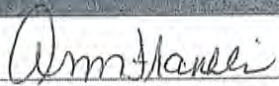
5.3.16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	5/3/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

MAIN STREET ADVISORY BOARD

The MSAB members are tasked with assisting the City in policy, review of the annual Main Street Program and budget, and determining the goals and objectives of the Main Street Program.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No [HLC Chair, P&Z Chair, BEDC Chair and Chamber of Commerce are to participate.]

☐ ☒ I work, or one of my relatives* works, in a company that provides services or products to businesses on Main Street or that are involved in the Main Street Program.

Who: _____ Relationship: _____

What do they do: _____

Explain further: _____

☒ ☐ I own, operate or lease, or one of my relatives* owns, operates or leases, a company or lease(s) to a company that is located on Main Street.

Who: Myself Relationship: _____

What type of activity is done: Operate the Bastrop Y at 1112 Main

Also aboard
member of
Bastrop Opera
House

☐ ☒ I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Main Street Advisory Board.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Terry Moore
Signature

Terry Moore
Printed Name



received
9-6-16

CITY OF BASTROP

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

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

MAIN Street
Place 3

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Bridges	First	Stephen	Middle	Nathaniel	
Street Address	469 Ott Road		Mailing Address			
Apt/Unit #	City	Rosanky	State	TX	ZIP Code	78953
Phone	(512) 284-1495		E-mail Address			stevebridges2@gmail.com
Date Available	4/1/2016	I have lived in Bastrop	0 years.	Place of Employment	self	
Have you filed an application here before?		YES ☐	NO ☒	If so, when?		
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?		YES ☐	NO ☒	Currently Employed	YES ☒	NO ☐

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SECTION B: REFERENCES

Please list three professional references.

Full Name	Dick Smith	Relationship	friend
Company	retired	Phone	(512) 731-5927
Full Name	Debbie Moore	Relationship	friend
Company	Consultant	Phone	(225) 802-4702
Full Name	Nancy Wood	Relationship	friend
Company	Main Street Program - City of Bastrop	Phone	(512) 629-6514

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

No

What qualifies you to serve on the board(s) you are applying for?

I am a successful entrepreneur, having operated a retail plant nursery in Bastrop for 15 years. I'm now self employed as a contractor. I've lived in Bastrop County for over 30 years and appreciate the people and lifestyle here very much.

Why do you want to serve on the board(s) you are applying for?

I hope I can assist Bastrop thrive in a sustainable way.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

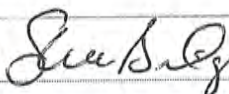
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

☐ Bastrop Parks Board	☐ Bastrop Economic Development Corporation	☐ Bastrop Housing Authority
☐ Planning and Zoning Commission	☐ Board of Adjustment	☐ Construction Standards Board of Adjustments
☒ Main Street Advisory Board	☐ Fairview Cemetery Advisory Board	☒ Art in Public Places Board
☐ Hunters Crossing Local Government Corporation Board	☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)	
☐ Automated Red Light Advisory Committee	☐ Other:	

☐ Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under.
	☐ Architect, Planner, Designer
	☐ Licensed Real Estate Professional
	☐ Own Commercial Historic Structure/Property
	☐ Own Residential Historic Structure/Property
	☐ General Resident of City of Bastrop
	☐ Planning and Zoning Member
☐ Bastrop County Historic Society Member	

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- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

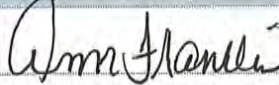
Signature 	Date 4/2/2016
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WRITTEN NOTICE

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

OFFICE USE ONLY

Date Application Received:	4/6/16	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

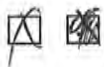
POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

MAIN STREET ADVISORY BOARD

The MSAB members are tasked with assisting the City in policy, review of the annual Main Street Program and budget, and determining the goals and objectives of the Main Street Program.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No [HLC Chair, P&Z Chair, BEDC Chair and Chamber of Commerce are to participate.]

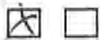


I work, or one of my relatives* works, in a company that provides services or products to businesses on Main Street or that are involved in the Main Street Program.

Who: LEA WINDY Relationship: GIRLFRIEND

What do they do: ARTWORKERS CONSULTING, MARQUETTE

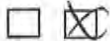
Explain further: _____



I own, operate or lease, or one of my relatives* owns, operates or leases, a company or lease(s) to a company that is located on Main Street.

Who: SEAN Relationship: _____

What type of activity is done: _____



I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Main Street Advisory Board.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

SEAN
Signature

STEVE BASTROP
Printed Name



CITY OF BASTROP

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

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Smarzik	First	Richard	Middle	James
Street Address	1900 Walnut		Mailing Address	925 Main Street	
Apt/Unit #	1009	City	Bastrop	State	Texas
				ZIP Code	78602
Phone	(210) 863 - 9544		E-mail Address	rsmarzik@me.com	
Date Available	05/01/2016	I have lived in Bastrop ,County	5 years.	Place of Employment	HEB Grocery Company
Have you filed an application here before?	YES ☐	NO ☒	If so, when?		
Have you ever been convicted of a crime?	YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?	YES ☒	NO ☐	Currently Employed	YES ☒	NO ☐

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Anne Smarzik	Relationship	Business Partner and Wife
Company	Relics Jewelry & Gift Emporium	Phone	(512) 581 - 5399
Full Name	Rick Brackett	Relationship	Friend
Company	Neighbors Kitchen and Yard	Phone	(979) 412 - 2191
Full Name	Robert Martinez	Relationship	Manager
Company	HEB Grocery Company	Phone	(210) 269 - 3321

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

No other boards at this time.

What qualifies you to serve on the board(s) you are applying for?

I am interested in serving on the Main Street Advisory Board. I have 25+ years as a project manager with HEB and feel that my skill set that includes Project Planning, Scope Definition, Facilitation, Requirements Elicitation and Use Case drafting, can be an aid in the Main Street Improvement Initiative.

Why do you want to serve on the board(s) you are applying for?

My wife and I own and run a business on Main Street. I would like to help with the scoping, planning, and execution of the Main Street Improvement Initiative.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

☐ Bastrop Parks Board	☐ Bastrop Economic Development Corporation	☐ Bastrop Housing Authority
☐ Planning and Zoning Commission	☐ Board of Adjustment	☐ Construction Standards Board of Adjustments
☒ Main Street Advisory Board	☐ Fairview Cemetery Advisory Board	☐ Art in Public Places Board
☐ Hunters Crossing Local Government Corporation Board	☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)	
☐ Automated Red Light Advisory Committee	☐ Other:	

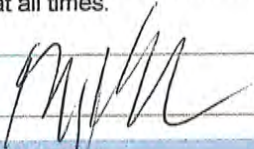
*Please indicate which position(s) you are qualified to serve under.

☐ Historic Landmark Commission	☐ Architect, Planner, Designer ☐ Licensed Real Estate Professional ☐ Own Commercial Historic Structure/Property ☐ Own Residential Historic Structure/Property ☐ General Resident of City of Bastrop ☐ Planning and Zoning Member ☐ Bastrop County Historic Society Member
---	--

DISCLAIMER AND SIGNATURE

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

Signature



Date

4/12/2016

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	RECEIVED APR 12 2016	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

MAIN STREET ADVISORY BOARD

The MSAB members are tasked with assisting the City in policy, review of the annual Main Street Program and budget, and determining the goals and objectives of the Main Street Program.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No [HLC Chair, P&Z Chair, BEDC Chair and Chamber of Commerce are to participate.]

☐ ☒ I work, or one of my relatives* works, in a company that provides services or products to businesses on Main Street or that are involved in the Main Street Program.

Who: _____ Relationship: _____

What do they do: _____

Explain further: _____

☒ ☐ I own, operate or lease, or one of my relatives* owns, operates or leases, a company or lease(s) to a company that is located on Main Street.

Who: Anne Snazik Relationship: Wife

What type of activity is done: Retail shops

☐ ☒ I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a company that is in some way related to the City of Bastrop's Main Street Advisory Board.

Who: _____ Name of Company: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above.

Signature

Richard Snazik
Printed Name



CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Nava	First	Roland	Middle	Anthony
Street Address	607 B Linden		Mailing Address	P.O. Box 1921	
Apt/Unit #	City	Bastrop	State	TX	ZIP Code
Phone	(512) 317-7503		E-mail Address	Pastor.r.nava@itsuhk-ministry.org	
Date Available	5-30-16	I have lived in Bastrop	2 1/2 years.	Place of Employment	open Door soup Kitchen
Have you filed an application here before? YES ☐ NO ☒ If so, when?					
Have you ever been convicted of a crime? YES ☒ NO ☐ If so, when? 1996, 2004, 2006					
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐ Currently Employed YES ☒ NO ☐					

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Rowie McDonald	Relationship	Spiritual Adviser
Company	B.O.L.D Church	Phone	(512) 848-7958
Full Name	Mike Vega	Relationship	my Pastor
Company	Impact Faith Fellowship	Phone	(512) 654-8831
Full Name	Ralph Ladd	Relationship	Business Adviser
Company	Retired	Phone	(512) 412-8836

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

The Form Base Code.

What qualifies you to serve on the board(s) you are applying for?

I am active in our community and looking to better the full community of our city.

Why do you want to serve on the board(s) you are applying for?

cause I see a great need to better some parks, one being Jewell Hodges Park in the North Area.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

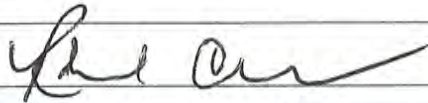
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

DISCLAIMER AND SIGNATURE

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- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature



Date

5-19-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

05-24-2016

Note: Applicants who fail to complete the entire application will not be considered for appointment to Board or Commission.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

PARKS BOARD

PUBLIC TREE ADVISORY BOARD

Parks Board members are tasked with assisting and advising the City Council and City Manager in recommending future improvement and development of public parks, playgrounds and recreational facilities, including the purchase of land and the maintenance, use and care of same for the public welfare. Parks Board members also serve on the Public Tree Advisory Board, which is tasked with the promotion of healthy trees on public property, reviewing City department and public concerns related to tree care on the City's public property, and developing public awareness and education programs relating to trees in the City.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐ ☒ I work for or own, or one of my relatives* works for or owns, a company that has a financial interest in and/or provides goods or services to City parks, playgrounds, and/or recreational facilities.

Who: _____ Relationship: _____

Position held: _____ How long employed: _____

☐ ☒ I have, or one of my relatives* has, an interest in real property that is connected to or otherwise near or adjacent to, or that is potentially related to the City's current or planned City parks, playgrounds or recreational facilities.

Who: _____ Relationship: _____

Property location: _____

☐ ☒ I work for or own, or a relative* works for or owns, a company that engages in the planting, maintenance, and/or removal of trees and/or other landscaping services.

Who: _____ Name of Company: _____

Position held: _____ How long employed: _____

Explain further: _____

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

I have read and understand the statement above. 
Signature

Roland A. Nava
Printed Name



P & Z

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name Patterson		First Lisa	Middle Diane
Street Address 1002 Buttonwood		Mailing Address	
Apt/Unit #	City Bastrop	State Texas	ZIP Code 78602
Phone (512) 303-4960		E-mail Address lisap@pattersonlawtx.com	
Date Available 5/1/2016	I have lived in Bastrop 15 years.		Place of Employment Law Office of Lisa Patterson
Have you filed an application here before? YES ☒ NO ☐		If so, when? 2005	
Have you ever been convicted of a crime? YES ☐ NO ☒		If so, when?	
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐		Currently Employed YES ☒ NO ☐	

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

SECTION B: REFERENCES

Please list three professional references.

Full Name Bill Ennis	Relationship Neighbor
Company	Phone (512) 925-2295
Full Name Kristi Koch	Relationship Neighbor
Company	Phone (512) 897-8855
Full Name John Creamer	Relationship Board President
Company BCWCID #2	Phone (512) 922-2933

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Planning & Zoning Commission, Historic Landmark Commission, Form Based Code Task Force, Comprehensive Plan Steering Committee

What qualifies you to serve on the board(s) you are applying for?

Please see attached letter

Why do you want to serve on the board(s) you are applying for?

Please see attached letter

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature



Date

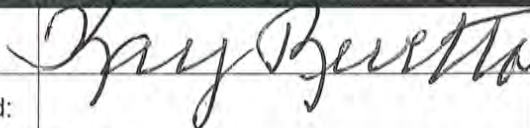
4-26-16

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	RECEIVED APR 26 2016	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

PLANNING AND ZONING COMMISSION

Planning and Zoning Commission members are tasked with advising the City Council and making recommendations regarding: (1) amendments to the Comprehensive Plan and general City planning; (2) changes to current zoning; (3) the zoning to be applied to newly-annexed areas; (4) the approval of plats of subdivisions; and (5) other related matters.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

- ☐ ☒ I work, or one of my relatives* works, in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

- ☐ ☒ I have, or one of my relatives* has, an interest in a company that is involved in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What type of activity is done: _____

- ☐ ☒ I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a property development company.

Who: _____ Name of Company: _____

Explain further: _____

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☒ ☐

I have an interest in or work for, or one of my relatives* has an interest in or works for, a company that owns real property that could potentially derive an economic benefit from a change in zoning or in the City's Comprehensive Plan.

Who: Bastrop County Water Control and Improvement District #2

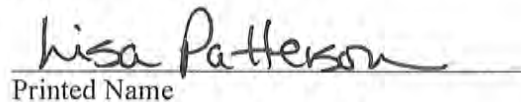
Relationship: Self

Explain the interest or company position: I serve as the General Counsel for the Bastrop County Water Control and Improvement District #2. Since a portion of the District is within the city limits of the City of Bastrop and the entirety of the District is within the extraterritorial jurisdiction of the City, it is possible that, in an attenuated fashion, there are revisions to the City's zoning that may affect the interests of the District, though whether such an impact would constitute an "economic benefit" is unclear. Nevertheless, I have always recused myself from matters which may affect the District's interests and I will continue to do so.

*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above


Signature


Printed Name



P & Z

CITY OF BASTROP

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

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

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	Whitten Jr.	First	Lee	Middle	Bryan
Street Address	1406 Jefferson St.		Mailing Address	1406 Jefferson St.	
Apt/Unit #	City	Bastrop	State	TX	ZIP Code
Phone	512 321-6468		E-mail Address	janean.whitten@gmail.com	
Date Available	next term		I have lived in Bastrop	53	years.
			Place of Employment	Retired	
Have you filed an application here before?	YES ☒	NO ☐	If so, when?	prior to my last appointment	
Have you ever been convicted of a crime?	YES ☐	NO ☒	If so, when?		
Do you reside within the City Limits of Bastrop?	YES ☒	NO ☐	Currently Employed	YES ☐	NO ☒

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SECTION B: REFERENCES

Please list three professional references.

Full Name	Lisa Patterson	Relationship	neighbor / friend
Company	Patterson Law Firm	Phone	512-772-3605
Full Name	Dan Hayes - Clark	Relationship	neighbor / friend
Company	Paperwhite	Phone	512 303-7701
Full Name	Reid Sharp	Relationship	neighbor / friend
Company	First National Bank Bastrop	Phone	512-321-2561

SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

Currently serving on Planning and Zoning Commission

What qualifies you to serve on the board(s) you are applying for? Many years of successful service on the P+Z commission. I received my 5 year service pen for service on this commission several years ago.

Why do you want to serve on the board(s) you are applying for?

I want to continue to help guide the city's development via this commission in the years to come. We have a lot of issues that require careful and thoughtful decisions. I have the experience to handle this task.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature

Lee Dyer Whitt

Date *April 20, 2016*

WRITTEN NOTICE

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

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

OFFICE USE ONLY

Date Application Received:	RECEIVED APR 20 2016	Application Received by:	<i>Kay Brette</i>
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

PLANNING AND ZONING COMMISSION

Planning and Zoning Commission members are tasked with advising the City Council and making recommendations regarding: (1) amendments to the Comprehensive Plan and general City planning; (2) changes to current zoning; (3) the zoning to be applied to newly-annexed areas; (4) the approval of plats of subdivisions; and (5) other related matters.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

☐☒

I work, or one of my relatives* works, in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What trade: _____

Explain further: _____

☐☒

I have, or one of my relatives* has, an interest in a company that is involved in the residential, commercial, industrial and/or public property development industry.

Who: _____ Relationship: _____

What type of activity is done: _____

☒☐

I own shares or serve, or one of my relatives* owns shares or serves, on the board of directors of a property development company.

Who: LEE BRYAN WHITTEN JR. Name of Company: 4 STAR DEVELOPMENT CO.

Explain further: I SERVE AS A DIRECTOR ON THE SG
MUD IN THE COLONY SUBDIVISION OWNED BY
4 STAR DEVELOPMENT CO.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

Yes No

☐☒

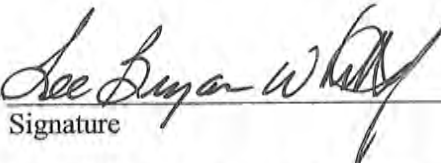
I have an interest in or work for, or one of my relatives* has an interest in or works for, a company that owns real property that could potentially derive an economic benefit from a change in zoning or in the City's Comprehensive Plan.

Who: _____ Relationship: _____

Explain the interest or company position: _____

*In some cases, your *relatives*, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to **list on this form above**) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above


Signature

LEE BRYAN WHITTEN JR.
Printed Name

Ken,

I request that you consider recommending me for a new term on the Planning & Zoning Commission. As you probably know I am possibly the only one, or one of just a few members on Bastrop's Boards and Commissions that is a Native Bastropian. Having been born and raised here as well as you & Richard, has given us a unique perspective as to what has made Bastrop the great place it is to live and work. I understand that growth is inevitable and this change to our city requires us to be thoughtful as to how and where this growth occurs. We must be vigilant to ensure that growth is compatible with what has made our city so sought after as a place to live and work.

Also, I venture to say my attendance record at P & Z meetings over the years is unsurpassed. I still have a passion to serve on the P&Z commission and my years of experience on this commission gives me a unique perspective to help guide our city to continued excellence in the future.

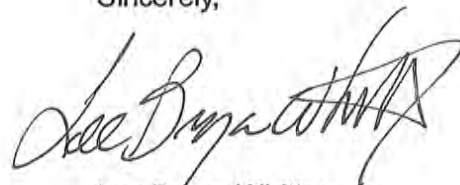
I have a business background, graduated from The University of Texas at Austin with a Bachelor in Business Administration Degree. I am also a Vietnam veteran serving in Vietnam with the Americal Infantry Division in North I Corp near Chu Lai.

I will submit my three official documents that Ms. Melissa McCollum advised me that were required for me to be considered for reappointment to the Planning & Zoning Commission to the City of Bastrop secretary on Monday, April 18, 2016. In addition I will submit the note to you as requested explaining why I want to be reappointed to the P&Z Commission.

The four documents I will submit on Monday, April 18, 2016 are the following:

- Application for City Board/Commission/Committee
- Potential Conflict of Interest Disclosure Bastrop's Code of Ethics
Planning and Zoning Commission
- Potential Conflict of Interest Disclosure Bastrop's Code of Ethics
Impact Fee Advisory Committee
- The above note to you, as requested, explaining why I want to be reappointed to the P&Z Commission.

Sincerely,



Lee Bryan Whitten, Jr.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 17, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Approval of the statutory denial for a period of 180 days from the date of Council action on a request for the Administrative Plat of Baham Interests Subdivision being +/- 0.767 acres within Building Block 17 West of Water Street in the city limits of Bastrop, Texas.**

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

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the statutory denial for the Baham Interests Subdivision for 180 days.**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 17, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Approval of the statutory denial for a period of 180 days from the date of Council action on a request for the Administrative Plat of R. Aldridge Subdivision being +/- 1.046 acres out of The Mozea Rousseau Abstract No. 56 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

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

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the statutory denial for the R. Aldridge Subdivision for 180 days.**

A hand-drawn map titled "SITE LOCATION MAP". The map shows a road layout. At the top, a road is labeled "LONE STAR CR". A small rectangular area on this road is marked with a diagonal line and labeled "SITE". Below "LONE STAR CR" is another road labeled "LONE STAR CR". Below that is a road labeled "CALLES LN". A road labeled "STATE HWY 304" runs horizontally across the bottom of the map. A north arrow points upwards, and a scale bar is located below the north arrow. The text "(NOT TO SCALE)" is written at the bottom of the map.

[illegible]

BAUSTROP, TEXAS 75602
(214) 771-1201

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BERNARD HUBER AND
RICKY ALMOSE, SR. KNOWN TO ME TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE
FORFEITED INSTRUMENT AND ACKNOWLEDGED THAT THEY REQUESTED ME SIGN FOR THE PURPOSES AND
CONSEQUENCES THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11 DAY OF SEPTEMBER, 2011

WITNESS MY HAND THIS 20 DAY OF APRIL 2011

FIRST NATIONAL BANK OF BASTROP, TEXAS
P.O. BOX 547
BASTROP, TEXAS 78602

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED XXXXXXXXXXXXXXXX
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBMITTED TO THE FOREGOING INSTRUMENT
THAT THEY DECIDED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____
20__ A.D.

PRINTED NAME OF NOTARY / EXEMPT

RECEIVED
MAY 11 2018
BY 

PROFESSIONAL
LAND SURVEYORS
C. MICHAEL WALSH, P.L.S., NO. 47348
7118 EASTMAN DRIVE
BIRMINGHAM, AL 35205-1150

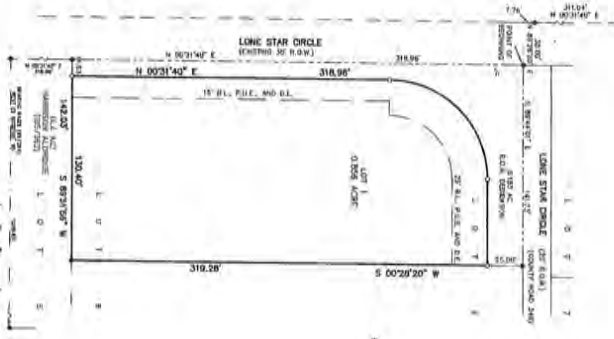
786 (512) 363-0865
PROUDLY PRINTED IN THE U.S.A.

7

1

R. ALDRIDGE SUBDIVISION

1.029 ACRES OUT OF THE MORTA ROUSSEAU SURVEY, A812642 SE,
CORNERED OF A PORTION OF LOT 6, ALEON FULLER SUBDIVISION, A
NON-BATTERED SUBDIVISION PER VOLUME 59, PAGE 364, DEED RECORDS
BASTROP COUNTY, TEXAS

~~SECRET~~

1. NAME AND FIRM
 2. MAIL ROOM
 3. BUILDING UNIT
 4. PUBLIC UTILITY EASTMENT
 5. DIAGRAM EASTMENT
 6. RECORD DATA

CITY OF BAIRD STANDARD PLAT NOTES
A. THE CORNER OF THE SECTION AND

- [illegible]

[illegible]

EXTRA JUDICIAL ASSIGNMENT NOTE
THIS SUBPOENA LIES WITHIN THE EXTRA-JUDICIAL ASSIGNMENT AREA A OF THE CITY OF EASTPHAM, AS
DESIGNATED BY THE METROLOGICAL AGENCY FILED OF RECORD IN VOLUME 1903, PAGE 227-231, OFFICIAL
RECORDS OF BALTIMORE COUNTY, TEXAS.

[illegible][illegible]

On the Federal, state, and local levels, the following are some of the issues that have been identified as being important to the flood insurance industry:

- **Flood Insurance:** The Federal Government has been the primary provider of flood insurance for many years. However, the Federal Government's role in providing flood insurance has been declining in recent years. The Federal Government's role in providing flood insurance has been declining in recent years. The Federal Government's role in providing flood insurance has been declining in recent years.
- **Flood Insurance:** The Federal Government has been the primary provider of flood insurance for many years. However, the Federal Government's role in providing flood insurance has been declining in recent years. The Federal Government's role in providing flood insurance has been declining in recent years.
- **Flood Insurance:** The Federal Government has been the primary provider of flood insurance for many years. However, the Federal Government's role in providing flood insurance has been declining in recent years. The Federal Government's role in providing flood insurance has been declining in recent years.

L. C. RICHARD RAYMOND, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND EASEMENT CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SPECIFICALLY NOTED WERE MORE PROPERLY LOCATED IN ACCORDANCE WITH THE SURVEYING REGULATIONS OF THE CITY OF BASTROP.

PRELIMINARY DRAFT - NOT FOR DISSEMINATION
C. RICHARD BAUM
RECEIVED PROFESSIONAL AND SUPPORT NO. 4720

APR 27, 2016

DATE

STATE OF TEXAS
COUNTY OF BASTROP

ADDITIONAL INFO: APPROX. DATE _____ DAY OF _____ MO. BY THE
CITY OF AUSTIN: _____

ATTEST

OTW SECRETARY: TERESA VALLER

COUNTY OF EASTERN
SUSSEX DISTRICT

INFORMATION ON WHERE AND ITS CERTIFICATE OF AUTHORIZATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M.

FILED FOR RECORDING ON THE _____ DAY OF _____, 20__ A.D.

ROSE PELISCH
COUNTY CLERK
DISTRICT COURTROOM BUILDING

05-24-2016

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 17, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Approval of the statutory denial for a period of 180 days from the date of Council action on a request for the Administrative Plat of Terrell Subdivision being +/- 0.9212 acres within Building Block 15 East of Main Street in the city limits of Bastrop, Texas.**

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

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

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

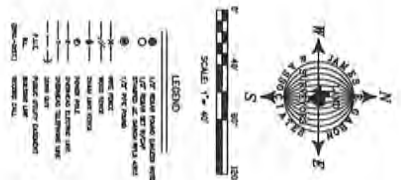
8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the statutory denial for the Terrell Subdivision for 180 days.**

95



APPROVED THIS _____ DAY OF _____, 2016 BY THE
CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS

KEN KESSELS, MAYOR

1. JAMES E. DABON, SO HONEST CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER AND MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 201, OF THE STATUTES OF THE STATE OF TEXAS.

JAMES E. GADON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6705

PH. 517-303-4115 FAX. 512-237-2107
JAMES@CARBON.COM

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 490210005E EFFECTIVE JANUARY 15, 2006. CONSULTARY SURVEY REPORT NO. 2006-001.

PROPERTY FLOOD DAMAGE PREVENTION ORDINANCE IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON SOME OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ADOPTING

CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAN OR ANY ADMINISTRATION DECISION THEREIN.

NO STRUCTURES OR LAND USE (INCLUDING BUT NOT LIMITED TO BUILDING, FENCE, LANDSCAPING, TRAIL, AND/OR OTHER IMPROVEMENTS) SHALL BE ALLOWED ON THE LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION.

GRANITE CASINETS, STOPS, WATER FACILITIES / FOUNTAINS AND EROSION CONTROL
SHOULD BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND / OR BY INDIVIDUAL
PROPERTY OWNERS.

LASD/DPITS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF
PASADENA RESIDENTS/STAFF

WATER SERVICE IS PROVIDED BY: CITY OF BALTIMORE
ELECTRIC SERVICE IS PROVIDED BY: CITY OF BALTIMORE

LEGAL DEPOSITION

[illegible]

NOTE: N 02715174 is a distance of 184.16 feet using the accuracy right-of-way line of sold Pacer Street, is a 5.07' foot total of the southeast corner of that square 3.25 acre tract of land conveyed to Edward C. Dammann and Beverly C. Dammann by deed recorded in volume 2076, page 332 of the Office of the County Clerk, Tarrant for the upstream corner thereof and the

[illegible][illegible][illegible]

THESE 3.027817" is a distance of 52.62 km, with the century right-of-way line of railroad station shown is a 1/2" two pipe line of the surrounding illustration.

NOTE: "POINT" is a distance of 100.45 feet with the surveying angle of any line of east North Street to the POINT OF BEGINNING, containing 0.817 acre of land.

STATE OF TEXAS H
COUNTY OF BASTROP H

THAT THE FOLLOWING RESTAURANT OF MEAT AND ITS OFFICER OR AUTHORIZED
 WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 2008, A.D.,
 AT _____ O'CLOCK _____ P.M. IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT
 DISTRICT _____ PAGE _____.

FILED FOR RECORD ON THE _____ DAY OF _____, 2006, ALL
COUNTY OF _____, MISSISSIPPI.

COUNTY CLERK
BASTROP COUNTY, TEXAS

.....

TERRELL SUBDIVISION
P.O. Box 100, Lawrenceville, GA 30046
Sales Office: 404-875-1234

 **JAMES E. GARON & ASSOC.**
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058403
P.O. Box 1917
Baton Rouge, LA 70803

McGraw-Hill, 1221 Ave. of the Americas
(212) 512-4185
jgover@csaiaa.com
www.journals.org

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: MAY 18, 2016

MEETING DATE: MAY 24, 2016

1. Agenda Item: Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending April 30, 2016.
2. Party Making Request: Tracy Waldron, Chief Financial Officer
3. Nature of Request: (Brief Overview) Attachments: Yes X No

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

4. Policy Implication:
- N/A

5. Budgeted: Yes No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

- | 7. Routing: | NAME/TITLE | INITIAL | DATE | CONCURRENCE |
|-------------|------------|---------|------|-------------|
| a) | | | | |
| b) | | | | |
| c) | | | | |

8. Staff Recommendation: Acceptance of the unaudited financial report for the period ending April 30, 2016

9. Advisory Board: _____ Approved _____ Disapproved _____ None _____

10. Manager's Recommendation: Approved Disapproved None

11. Motion Requested: _____

CITY OF BASTROP, TEXAS
MONTHLY FINANCIAL REPORT AND
QUARTERLY FINANCIAL REPORT
FOR PERIOD ENDING APRIL 30, 2016



**CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF APRIL 30, 2016**

Fiscal year 2016 is 7 month or 58.3% completed as of April 30, 2016.

Revenues

Expenditures

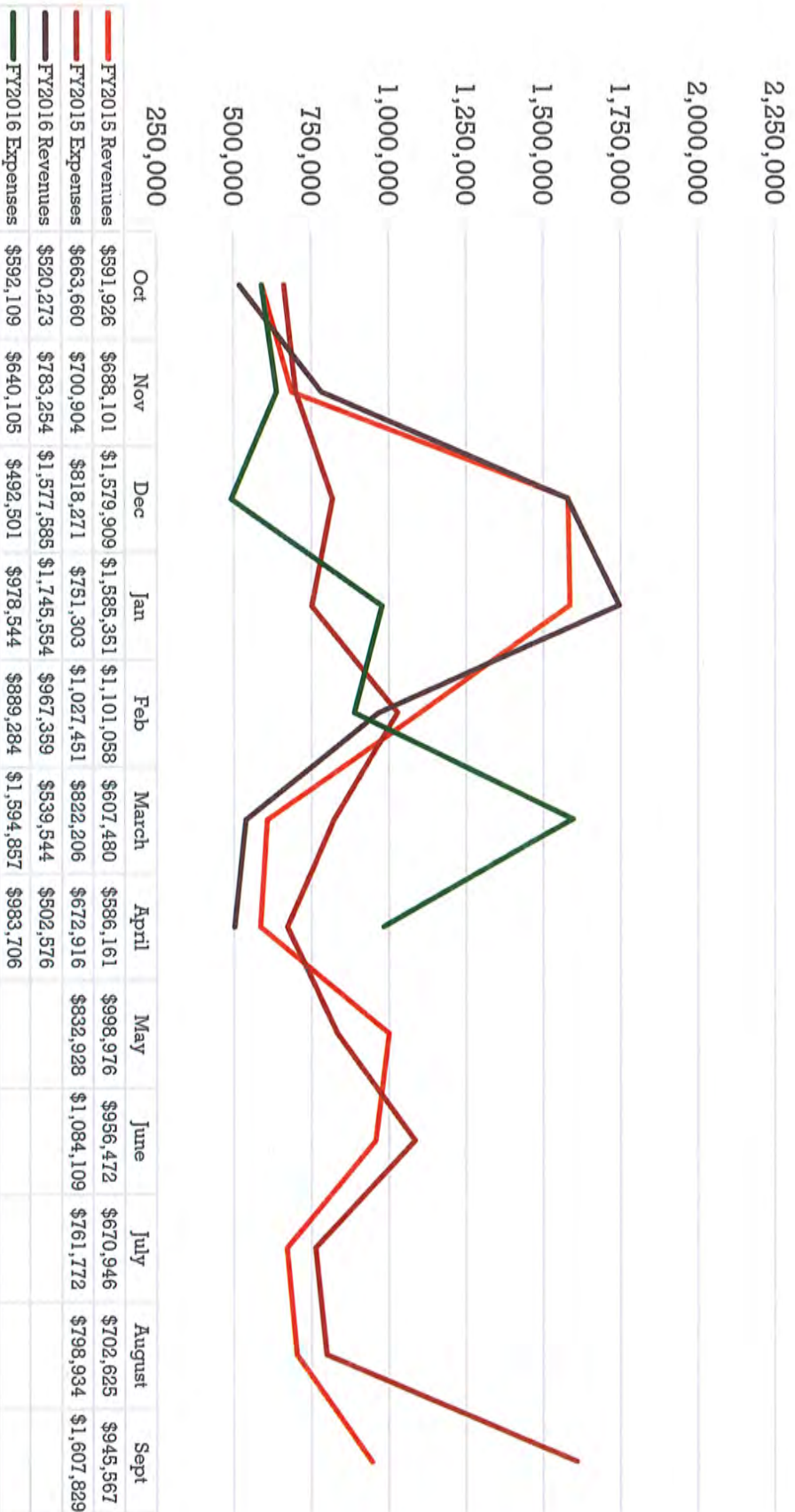
	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget	FY 2016 Budget*	FY 2016 YTD Actual	% of FY2016 Budget
General Fund	\$ 9,149,676	\$ 6,636,146	72.5%	\$ 12,244,243	\$ 6,163,718	50.3%
W/WW Fund	\$ 4,258,480	\$ 2,856,107	67%	\$ 6,960,286	\$ 2,550,382	36.6%
Electric Fund	\$ 7,528,000	\$ 3,576,130	47.5%	\$ 8,436,474	\$ 3,597,382	42.6%
Hotel Motel Fund	\$ 2,801,500	\$ 1,448,269	51.7%	\$ 2,678,706	\$ 1,479,827	55.2%

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



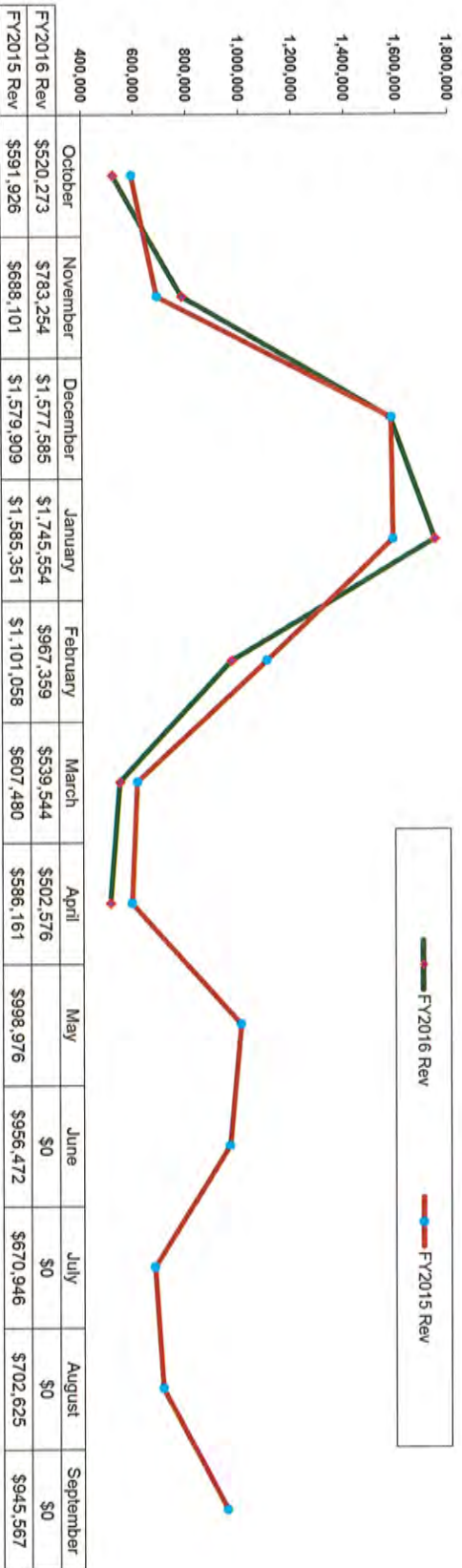
GENERAL FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2016

- ❑ Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- ❑ Due to an audit adjustment that accrues our revenue into the period it was earned, the Sales Tax revenue earned in October and November are estimated.
- ❑ The Revenue spiked in May 2015 due to the transfer from BP&L of \$200,000 for the Comprehensive Plan and the donated land from BEDC of \$183,000 in-kind income
- ❑ FY2016 reflects a re-class of the overhead allocation from W/WW, BP&L and Convention Center for Administrative support. This use to come in as revenue but do to auditors adjustments, are being re-classed as a reduction of expense in each department. (This amounts to approximately \$86,500 a month)
- ❑ FY2016 March expenses reflect approved budget amendment to move \$625,000 out of General fund into Vehicle/Equip. Replacement fund, also 50% payment on new restrooms at Fisherman's Park

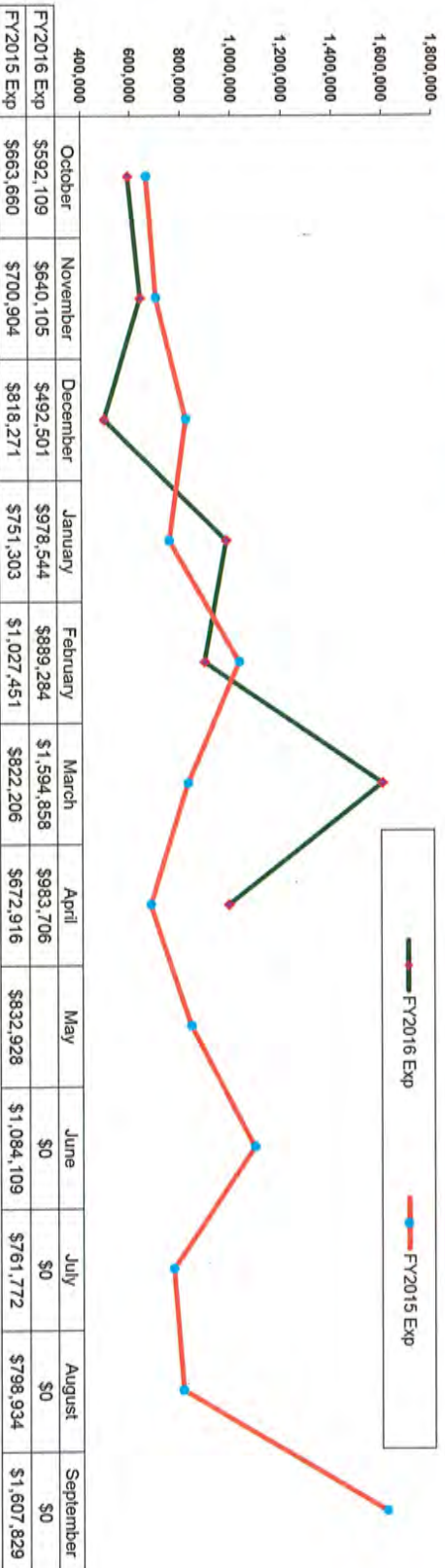


GENERAL FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2016

FY 2015 & 2016 Revenues



FY 2015 & 2016 Expenditures

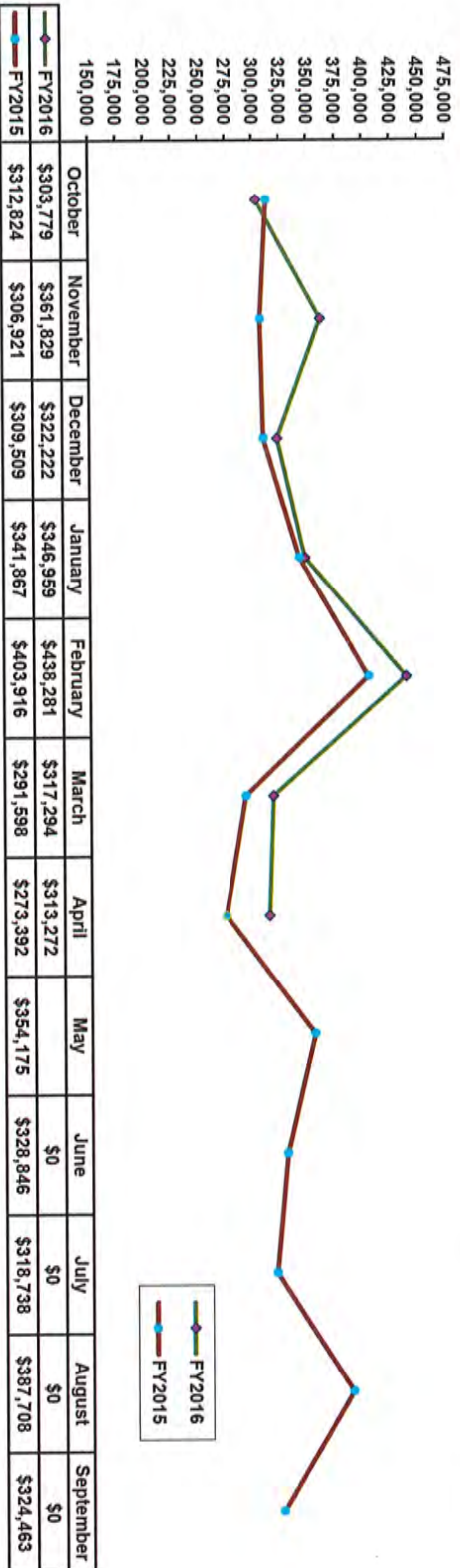


NEW in FY16 expense reflects a credit amount in each fund for the allocated overhead for Admin. support from WWW, BP&L and Convention Center



GENERAL FUND REVENUE AS OF APRIL 30, 2016

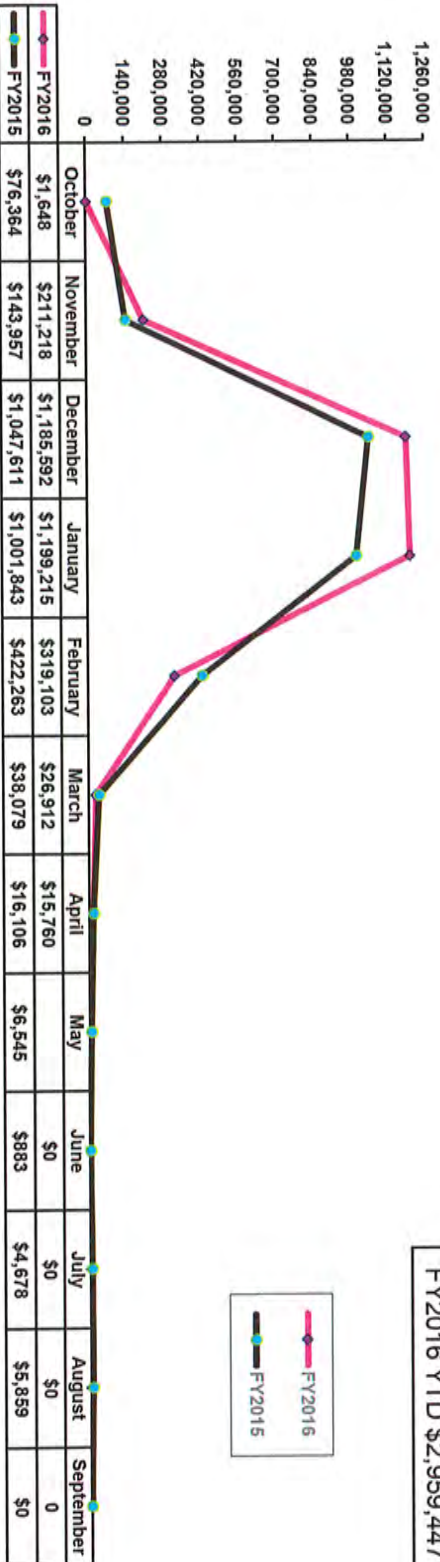
Sales Tax



FY2016 Budgeted \$3,996,190

FY2016 YTD \$2,403,636

Ad Valorem Taxes



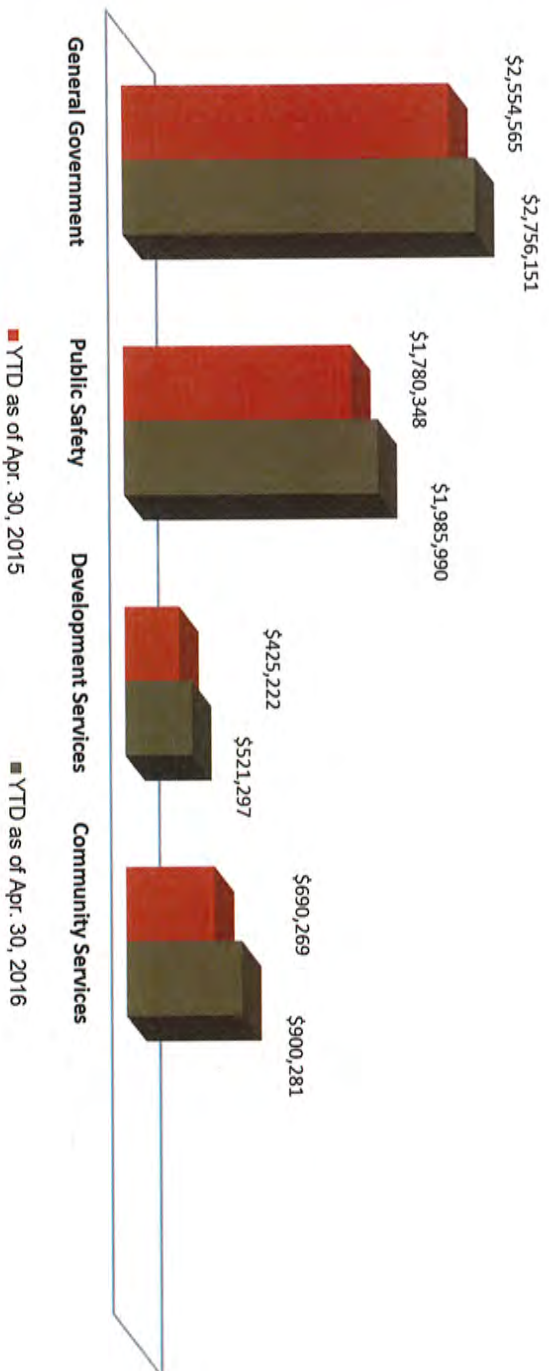
FY2016 Budget \$2,956,945

FY2016 YTD \$2,959,447



GENERAL FUND EXPENDITURES AS OF APRIL 30, 2016

General Fund Expenditures Comparison

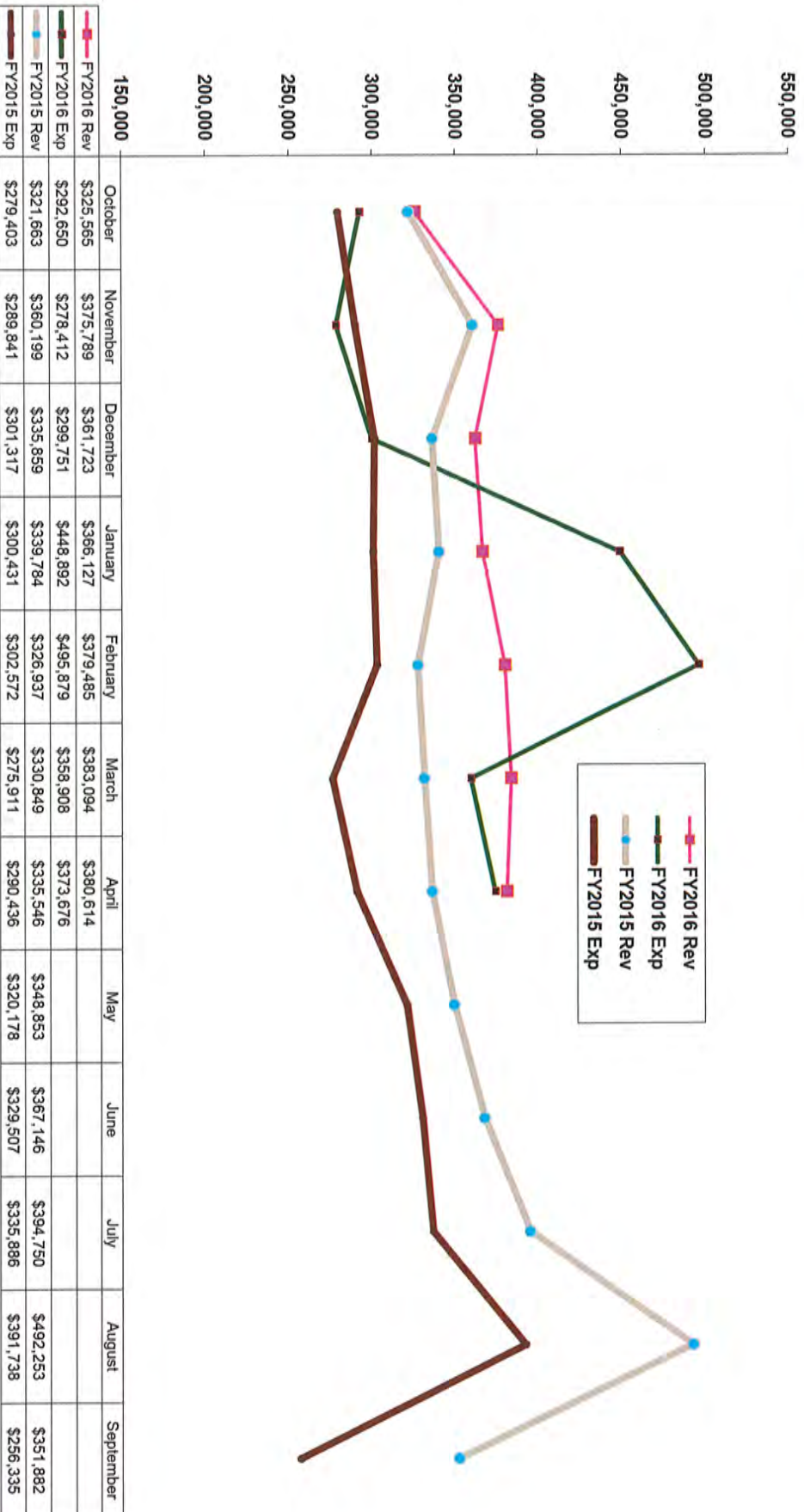


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development Services includes the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



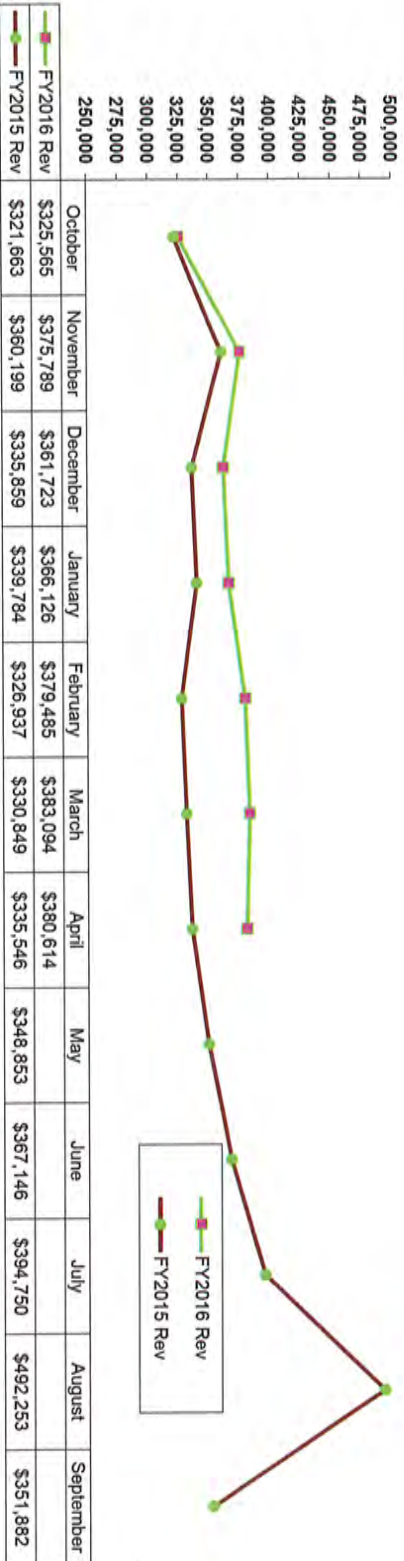
WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2016

- ☐ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of Apr. 30, 2016 are \$2,856,107 or 67% of the year.
- ☐ Jan 2016 expenses are higher due to additional maintenance and capital outlay for additional equipment of \$93,400
- ☐ Feb 2016 expense higher due to additional maintenance on Wells E, H & I

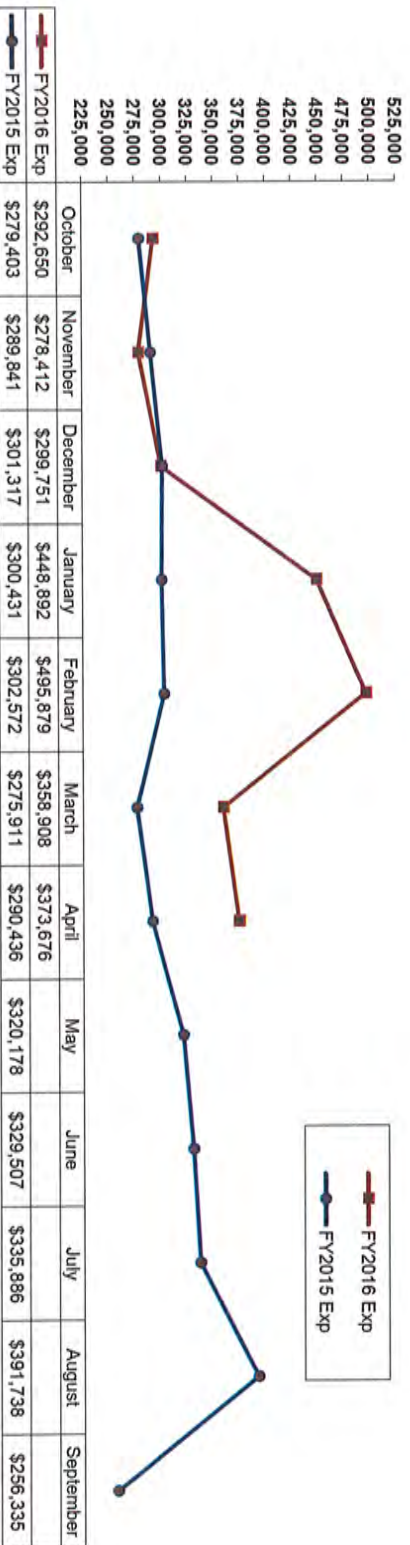


WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2016

FY 2015 & 2016 Revenues

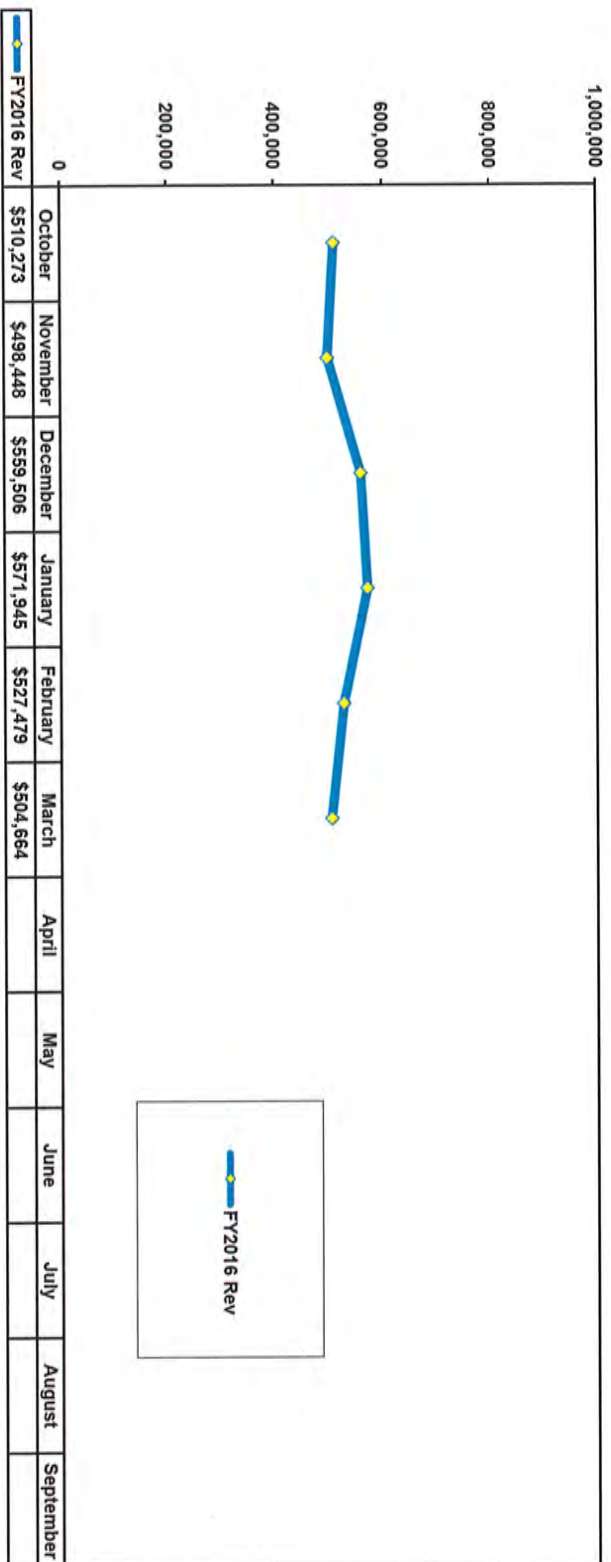


FY 2015& 2016 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE AS OF APRIL 30, 2016

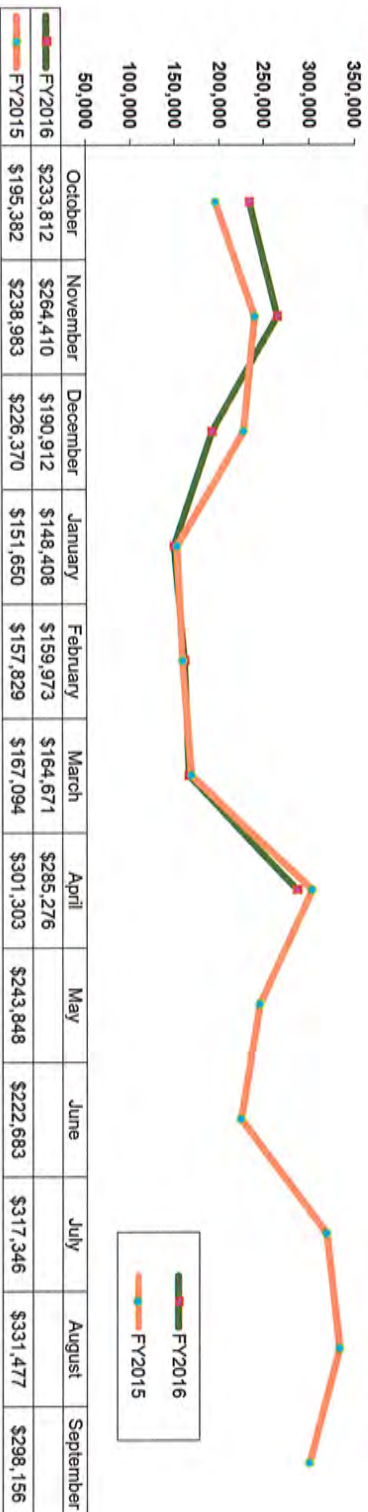
☐ Electric Fund Revenues Year-to-date (YTD) as of Apr. 30, 2016 are \$3,576,130 or 47.5% of the FY2016 adopted budget.



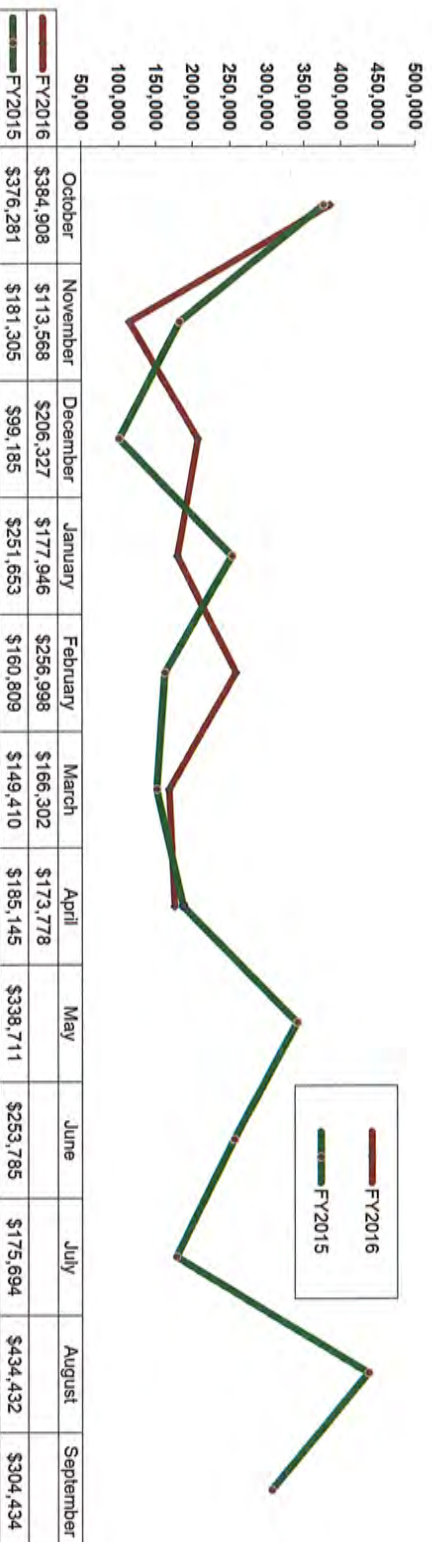
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES AS OF APRIL 30, 2016

- Revenues as of Dec. 31, 2015 represent YTD earned revenue of \$689,134. Due to an audit adjustment that accrues our revenue into the period it was earned, the revenue earned in October is an estimate.
- Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations. The spike in August 2015 was the additional funding transfer to General Fund for Bastrop Art Guild and double payments to BMC.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses



FINANCIAL STATEMENT REPORTS ARE ATTACHED

- GENERAL FUND
- WATER/ WASTEWATER UTILITY FUND
- HOTEL MOTEL FUND



101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
----------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

TAXES & PENALTIES

00-00-4001 CURRENT TAXES M&O	2,746,222.89	2,956,945.00	15,760.15	2,959,446.69	(2,501.69)	100.08
00-00-4002 DELINQUENT TAXES M&O	19,075.26	35,750.00	(1,151.97)	15,043.14	20,706.86	42.08
00-00-4003 PENALTIES & INTEREST M&O	19,034.51	26,000.00	4,433.48	17,536.48	8,463.52	67.45
00-00-4004 FRANCHISE TAX	213,737.74	410,000.00	17,723.57	190,731.17	219,268.83	46.52
00-00-4006 CITY SALES TAX	2,240,026.49	3,996,190.00	313,271.61	2,403,635.72	1,592,554.28	60.15
00-00-4008 OCCUPATION TAX	2,515.00	8,000.00	120.00	4,092.67	3,907.33	51.16
00-00-4009 MIXED BEVERAGE TAX	23,055.37	48,000.00	13,658.51	25,965.33	22,034.67	54.09
00-00-4010 3RD AGREEMENT PROP REFUND	(44,029.26)	(45,000.00)	0.00	(46,607.13)	1,607.13	103.57
TOTAL TAXES & PENALTIES	5,219,638.00	7,435,985.00	363,815.35	5,569,844.07	1,866,040.93	74.90

LICENSES & PERMITS

00-00-4020 BUILDING PERMITS	68,649.59	120,000.00	6,293.73	48,416.26	71,583.74	40.35
00-00-4021 ZONING FEES	612.00	3,500.00	(600.00)	1,809.00	1,691.00	51.69
00-00-4022 PLATTING FEES	16,013.80	40,000.00	500.00	46,574.13	(6,574.13)	116.44
00-00-4023 SPECIAL EVENT PERMIT FEE	600.00	2,000.00	419.00	1,244.00	756.00	62.20
TOTAL LICENSES & PERMITS	85,875.39	165,500.00	6,612.73	98,043.39	67,456.61	59.24

CHARGES FOR SERVICES

00-00-4040 ANIMAL SERVICE RECEIPTS	140.00	200.00	65.00	145.00	55.00	72.50
00-00-4043 PARK RENTALS & FEES	820.00	2,000.00	450.00	1,535.00	465.00	76.75
00-00-4044 PD ACCIDENT REPORTS	1,160.00	1,800.00	341.00	1,041.00	759.00	57.83
00-00-4046 SPECIAL EVENTS HOT REIMB	10,613.00	30,000.00	0.00	4,453.24	25,546.76	14.84
00-00-4047 PROJ ESCROW REIMB	0.00	0.00	0.00	3,946.24	(3,946.24)	0.00
00-00-4049 TRANSFER STATION RECEIPTS	2,885.00	5,000.00	320.00	4,874.62	125.38	97.49
00-00-4051 SANITATION REVENUE	0.00	475,000.00	39,994.29	280,128.98	194,871.02	58.97
00-00-4052 SANITATION PENALTIES	0.00	7,500.00	505.18	4,169.25	3,330.75	55.59
TOTAL CHARGES FOR SERVICES	15,618.00	521,500.00	41,675.47	300,293.33	221,206.67	57.58

FINES & FORFEITURES

00-00-4070 MUNICIPAL COURT FINES	151,392.45	195,000.00	29,051.76	181,557.38	13,442.62	93.11
00-00-4076 LIBRARY RECEIPTS	9,395.27	16,000.00	1,482.00	9,888.44	6,111.56	61.80
00-00-4078 JUVENILE CASE MANAGER-M/C	5,452.44	7,500.00	1,205.65	6,277.49	1,222.51	83.70
00-00-4080 TEEN COURT (MC)	354.40	1,000.00	80.00	883.32	116.68	88.33
TOTAL FINES & FORFEITURES	166,594.56	219,500.00	30,819.41	198,606.63	20,893.37	90.48

INTEREST INCOME

00-00-4400 INTEREST RECEIPTS	2,948.60	4,000.00	2,451.52	11,999.69	(7,999.69)	299.99
TOTAL INTEREST INCOME	2,948.60	4,000.00	2,451.52	11,999.69	(7,999.69)	299.99

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	H-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INTERGOVERNMENTAL						
00-00-4413 BISO PROJECT RECEIPTS	26,499.33	0.00	0.00	0.00	0.00	0.00
00-00-4414 DEPT OF JUSTICE GRANT REIMB	694.43	0.00	0.00	0.00	0.00	0.00
00-00-4415 EMERGENCY MANAGEMENT	23,368.97	30,000.00	0.00	7,632.26	22,347.74	25.51
00-00-4419 PROPERTY LIEN PAYMENTS	7,705.00	0.00	0.00	0.00	0.00	0.00
00-00-4493 BEOC IN-KIND	96,129.85	189,000.00	10,023.41	54,855.12	134,144.88	29.02
TOTAL INTERGOVERNMENTAL	154,397.58	219,000.00	10,023.41	62,507.38	156,492.62	28.54
MISCELLANEOUS						
00-00-4509 GENERAL DONATIONS	1,545.38	1,200.00	0.00	725.00	475.00	60.42
00-00-4512 SALE OF FIXED ASSETS	546.00	0.00	0.00	0.00	0.00	0.00
00-00-4536 MISCELLANEOUS	12,545.53	25,000.00	699.32	39,472.64	14,472.64	157.89
00-00-4537 INSURANCE PROCEEDS	9,906.31	341.00	0.00	341.00	0.00	100.00
00-00-4543 DEVELOPER REIMBURSEMENT	0.00	0.00	0.00	18,171.52	18,171.52	0.00
TOTAL MISCELLANEOUS	24,543.22	26,541.00	699.32	58,710.16	32,169.16	221.21
TRANSFERS-IN						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	357,875.00	557,750.00	46,479.17	325,354.19	232,395.81	58.33
00-00-4709 TRANSFERS IN - DESIGNATED	0.00	0.00	0.00	10,787.30	10,787.30	0.00
TOTAL TRANSFERS-IN	357,875.00	557,750.00	46,479.17	336,141.49	221,608.51	60.27
** TOTAL REVENUE **	6,027,490.35	9,149,676.00	502,576.38	6,636,146.14	2,513,529.86	72.53

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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NON-DEPARTMENT

00-NON-PROGRAM

LEGISLATIVE

00-NON-PROGRAM

PERSONNEL COSTS

01-00-5101 SALARIES	3,087.00	6,300.00	525.00	3,675.00	2,625.00	58.33
01-00-5150 SOCIAL SECURITY	241.08	485.00	40.18	281.26	203.74	57.99
01-00-5156 WORKER'S COMPENSATION	174.79	230.00	50.40	153.88	76.12	66.90
TOTAL PERSONNEL COSTS	3,502.87	7,015.00	615.58	4,110.14	2,904.86	58.59

SUPPLIES & MATERIALS

01-00-5201 SUPPLIES	2,923.35	3,800.00	21.44	811.48	2,988.52	21.35
01-00-5203 POSTAGE	91.07	350.00	0.00	135.84	214.16	38.81
01-00-5230 FORMS PRINTING	348.28	380.00	0.00	0.00	380.00	0.00
TOTAL SUPPLIES & MATERIALS	3,362.70	4,530.00	21.44	947.32	3,582.68	20.91

OCCUPANCY

01-00-5401 COMMUNICATIONS	1,793.38	3,500.00	306.37	2,060.44	1,439.56	58.87
01-00-5403 UTILITIES	2,714.69	4,500.00	395.45	2,685.26	1,814.74	59.67
TOTAL OCCUPANCY	4,508.07	8,000.00	701.82	4,745.70	3,254.30	59.32

CONTRACTUAL SERVICES

01-00-5505 PROFESSIONAL SERVICES	125.00	10,000.00	0.00	4,474.36	5,525.64	44.74
01-00-5513 RECORDING FEES	60.00	900.00	0.00	0.00	900.00	0.00
01-00-5561 MAYOR & COUNCIL	525.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	710.00	10,900.00	0.00	4,474.36	6,425.64	41.05

OTHER CHARGES

01-00-5601 ADVERTISING	0.00	2,300.00	0.00	51.72	2,248.28	2.25
01-00-5605 TRAVEL & TRAINING	5,723.63	10,200.00	455.03	1,137.87	9,062.13	11.16
01-00-5615 DUES, SUBSCRIPTIONS & PUB	1,220.40	3,340.00	0.00	2,965.88	374.12	88.80
01-00-5655 EQUIPMENT RENTAL	2.04	250.00	0.00	83.51	166.49	33.40
01-00-5670 OVERHEAD ALLOCATION	0.00	26,970.00	2,247.50	15,732.50	11,237.50	58.33
TOTAL OTHER CHARGES	6,946.07	10,880.00	1,792.50	11,493.52	613.52	105.64

TOTAL 00-NON-PROGRAM

TOTAL 00-NON-PROGRAM	19,029.71	19,565.00	453.66	2,784.00	16,781.00	14.23
TOTAL LEGISLATIVE	19,029.71	19,565.00	453.66	2,784.00	16,781.00	14.23

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
ORGANIZATIONAL						
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00-NON-PROGRAM						
=====						
PERSONNEL COSTS						
02-00-5155 GROUP INSURANCE	19,165.00	37,680.00	7,995.00	19,286.68	18,383.32	51.21
02-00-5159 RETIREES BENEFITS	79,549.40	31,162.56	1,298.96	10,391.16	20,771.40	33.35
TOTAL PERSONNEL COSTS	98,714.40	68,842.56	9,293.96	29,687.84	39,154.72	43.12
SUPPLIES & MATERIALS						
02-00-5201 SUPPLIES	9,238.94	14,000.00	1,258.79	6,987.92	7,012.08	49.91
02-00-5202 EQUIPMENT	0.00	1,400.00	0.00	1,326.24	73.76	94.73
02-00-5203 POSTAGE	10.26	190.00	0.00	128.85	61.15	67.82
02-00-5240 FUEL	62.89	1,000.00	0.00	22.84	977.16	2.28
02-00-5248 BUS SHELTERS	0.00	0.00	3,200.00	3,200.00	3,200.00	0.00
TOTAL SUPPLIES & MATERIALS	9,312.09	16,590.00	4,458.79	11,665.85	4,924.15	70.32
MAINTENANCE & REPAIRS						
02-00-5320 EQUIPMENT MAINTENANCE	546.00	700.00	0.00	273.00	427.00	39.00
02-00-5340 MAINT OF VEHICLES	0.00	1,000.00	0.00	0.00	1,000.00	0.00
02-00-5345 SENIOR CENTER BUILDING MAINT	0.00	1,000.00	0.00	1,000.00	0.00	100.00
02-00-5346 CITY HALL BUILDING MAINTENANCE	2,223.98	11,600.00	0.00	2,292.00	9,308.00	19.76
TOTAL MAINTENANCE & REPAIRS	2,769.98	14,300.00	0.00	3,565.00	10,735.00	24.93
CONTRACTUAL SERVICES						
02-00-5505 PROFESSIONAL SERVICES	48,568.00	65,000.00	5,454.50	31,682.60	33,307.40	48.76
02-00-5521 RSV EMERGENCY MANAGEMENT	0.00	0.00	0.00	600.36	600.36	0.00
02-00-5523 PROPERTY TAX COLLECT/APPRAI	62,334.62	80,000.00	0.00	66,701.31	13,298.69	83.38
02-00-5525 LEGAL SERVICES	158,753.62	175,000.00	36,436.48	254,903.49	79,903.49	145.66
02-00-5526 LEGAL SERVICES - TAXES	6,815.72	18,500.00	1,210.71	5,570.92	12,929.08	30.11
02-00-5530 ENGINEERING & CONSULTING	6,435.00	15,000.00	0.00	9,090.00	5,910.00	60.60
02-00-5540 PROPERTY & LIABILITY INSURANCE	72,308.51	96,500.00	21,366.77	64,078.10	32,421.90	66.40
02-00-5561 CONTRACTUAL SERVICES	302,000.00	6,000.00	0.00	4,000.00	2,000.00	66.67
TOTAL CONTRACTUAL SERVICES	657,215.47	456,000.00	64,568.46	436,636.78	19,363.22	95.75
OTHER CHARGES						
02-00-5601 ADVERTISING	482.72	1,500.00	0.00	1,006.02	493.98	67.07
02-00-5605 TRAVEL & TRAINING	592.41	2,500.00	74.03	1,707.59	792.41	68.30
02-00-5615 DUES, SUBSCRIPTIONS & PUB	7,762.66	7,545.00	100.00	3,552.10	3,992.90	47.08
02-00-5644 380 AGREEMENT PRIME-SALES T	206,399.26	445,000.00	139,203.00	242,129.60	202,870.40	54.41
02-00-5645 380 AGREEMENT BEING-PROP TA	23,332.67	25,000.00	0.00	30,321.60	5,321.60	121.29
02-00-5654 WCID STREET IMPROVEMENTS	32,641.73	15,000.00	0.00	0.00	15,000.00	0.00
02-00-5655 EQUIPMENT RENTAL	413.00	1,200.00	59.00	413.00	787.00	34.42
02-00-5660 DONATED SERVICES	324.18	1,000.00	47.50	338.56	661.44	33.86
02-00-5675 BASTROP CO JUVENILE BOOTCAM	4,620.00	4,620.00	0.00	4,620.00	0.00	100.00

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
02-00-5676 CLEAN SHEEP	10,431.06	5,283.00	0.00	3,892.73	1,390.27	73.68
02-00-5679 BAD DEBTS	0.00	0.00	13.00	59.21	(59.21)	0.00
TOTAL OTHER CHARGES	286,999.69	508,648.00	139,496.53	288,040.41	220,607.59	56.63
CONTINGENCY						
02-00-5900 CONTINGENCY	0.00	90,000.00	0.00	0.00	90,000.00	0.00
TOTAL CONTINGENCY	0.00	90,000.00	0.00	0.00	90,000.00	0.00
CAPITAL OUTLAY						
02-00-6010 EQUIPMENT	0.00	4,717.00	0.00	4,717.00	0.00	100.00
02-00-6060 REAL PROPERTY	0.00	0.00	0.00	11,600.00	(11,600.00)	0.00
TOTAL CAPITAL OUTLAY	0.00	4,717.00	0.00	16,317.00	(11,600.00)	345.92
TRANSFERS OUT						
02-00-8130 TRANSFER OUT-VEHICLE/EQUIP	0.00	625,000.00	0.00	625,000.00	0.00	100.00
TOTAL TRANSFERS OUT	0.00	625,000.00	0.00	625,000.00	0.00	100.00
TOTAL 00-NON-PROGRAM	1,055,011.63	1,784,097.56	217,817.74	1,410,912.88	373,184.68	79.08
TOTAL ORGANIZATIONAL	1,055,011.63	1,784,097.56	217,817.74	1,410,912.88	373,184.68	79.08
CITY MANAGER						
=====						
00-NON-PROGRAM						
=====						
PERSONNEL COSTS						
03-00-5101 OPERATIONAL SALARIES	116,103.58	222,156.00	31,217.78	133,810.57	88,345.43	60.23
03-00-5116 LONGEVITY	802.36	900.00	0.00	896.92	3.08	99.66
03-00-5150 SOCIAL SECURITY	6,918.50	17,170.00	2,372.92	8,272.15	8,897.85	48.18
03-00-5151 RETIREMENT	18,294.76	33,685.00	4,806.36	20,455.21	13,229.79	60.72
03-00-5155 GROUP INSURANCE	19,080.66	32,970.00	2,752.62	19,268.34	13,701.66	59.44
03-00-5156 WORKER'S COMPENSATION	365.42	750.00	112.72	344.14	405.86	45.99
TOTAL PERSONNEL COSTS	161,565.28	307,631.00	41,262.40	183,047.33	124,593.67	59.50
SUPPLIES & MATERIALS						
03-00-5201 SUPPLIES	3,081.69	4,650.00	172.03	2,927.57	1,722.43	62.96
03-00-5203 POSTAGE	19.39	300.00	0.00	51.19	248.81	17.06
03-00-5206 OFFICE EQUIPMENT	1,677.53	2,000.00	148.49	260.76	1,739.24	13.04
03-00-5230 PUPMS PRINTING	52.10	250.00	0.00	0.00	250.00	0.00
TOTAL SUPPLIES & MATERIALS	4,830.71	7,200.00	320.52	3,239.52	3,960.48	44.99

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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MAINTENANCE & REPAIRS

OCCUPANCY

03-00-5401 COMMUNICATIONS	3,514.18	7,100.00	519.19	3,602.38	3,497.62	50.74
03-00-5403 UTILITIES	1,174.92	2,300.00	171.15	1,162.17	1,137.83	50.53
TOTAL OCCUPANCY	4,689.10	9,400.00	690.34	4,764.55	4,635.45	50.69

CONTRACTUAL SERVICES

03-00-5505 PROFESSIONAL SERVICES	0.00	100.00	0.00	0.00	100.00	0.00
03-00-5528 PROFESSIONAL FEES	0.00	50.00	0.00	0.00	50.00	0.00
03-00-5580 EMPLOYEE BOND	87.50	200.00	0.00	87.50	112.50	43.75
TOTAL CONTRACTUAL SERVICES	87.50	350.00	0.00	87.50	262.50	25.00

OTHER CHARGES

03-00-5601 ADVERTISING	0.00	100.00	0.00	0.00	100.00	0.00
03-00-5605 TRAVEL & TRAINING	564.00	4,000.00	957.62	1,765.60	2,234.40	44.14
03-00-5615 DUES, SUBSCRIPTIONS & PUB	5,929.84	6,800.00	748.95	6,164.53	635.47	90.65
03-00-5655 EQUIPMENT RENTAL	3.01	40.00	0.47	2.24	37.76	5.60
03-00-5670 OVERHEAD ALLOCATION	0.00	(199,304.00)	(16,608.67)	(116,260.66)	(83,043.34)	58.33
TOTAL OTHER CHARGES	6,496.85	(188,364.00)	(14,901.63)	(108,328.29)	(80,035.71)	57.51

CAPITAL OUTLAY

TOTAL 00-NON-PROGRAM	177,669.44	136,217.00	27,371.63	82,810.61	53,406.39	60.79
TOTAL CITY MANAGER	177,669.44	136,217.00	27,371.63	82,810.61	53,406.39	60.79

CITY SECRETARY

00-NON-PROGRAM

PERSONNEL COSTS

04-00-5101 OPERATIONAL SALARIES	32,199.57	71,000.00	8,259.54	39,909.55	31,090.45	56.21
04-00-5116 LONGEVITY	62.25	0.00	0.00	0.00	0.00	0.00
04-00-5150 SOCIAL SECURITY	2,606.36	5,439.00	634.33	3,267.84	2,171.16	60.08
04-00-5151 RETIREMENT	3,568.09	7,800.00	915.60	4,398.56	3,401.44	56.39
04-00-5155 GROUP INSURANCE	4,847.08	8,360.00	694.48	4,861.36	3,498.64	58.15
04-00-5156 WORKER'S COMPENSATION	121.80	254.00	37.57	114.71	139.29	45.16
TOTAL PERSONNEL COSTS	43,405.15	92,853.00	10,541.52	52,552.02	40,300.98	56.60

101-GENERAL FUND

EXPENDITURES

	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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SUPPLIES & MATERIALS

04-00-5201 SUPPLIES	796.86	2,500.00	54.81	258.20	2,241.80	10.33
04-00-5203 POSTAGE	20.72	175.00	1.40	41.93	133.07	23.96
04-00-5206 OFFICE EQUIPMENT	0.00	0.00	0.00	279.99	(279.99)	0.00
04-00-5230 FORMS PRINTING	64.65	100.00	0.00	0.00	100.00	0.00
04-00-5245 ELECTION	156.29	3,200.00	0.00	0.00	3,200.00	0.00
TOTAL SUPPLIES & MATERIALS	1,038.52	5,975.00	56.21	580.12	5,394.88	9.71

MAINTENANCE & REPAIRS

OCCUPANCY

04-00-5401 COMMUNICATION	1,114.29	1,440.00	122.58	1,034.27	405.73	71.82
04-00-5403 UTILITIES	418.80	750.00	61.01	414.27	335.73	55.24
TOTAL OCCUPANCY	1,533.09	2,190.00	183.59	1,448.54	741.46	66.14

CONTRACTUAL SERVICES

04-00-5508 CODIFICATION OF ORDINANCE	2,090.00	5,000.00	0.00	0.00	5,000.00	0.00
04-00-5510 RECORDS RETENTION	0.00	500.00	0.00	0.00	500.00	0.00
04-00-5580 EMPLOYEE BOND	0.00	100.00	0.00	0.00	100.00	0.00
TOTAL CONTRACTUAL SERVICES	2,090.00	5,600.00	0.00	0.00	5,600.00	0.00

OTHER CHARGES

04-00-5601 ADVERTISING	0.00	400.00	0.00	116.37	283.63	29.09
04-00-5605 TRAVEL & TRAINING	3,165.66	5,000.00	99.00	1,183.73	3,816.27	23.67
04-00-5615 DUES, SUBSCRIPTIONS & FUB	165.00	370.00	0.00	309.00	61.00	83.51
04-00-5655 EQUIPMENT RENTAL	11,889.60	18,320.00	1,844.88	13,836.23	4,483.77	75.53
04-00-5670 OVERHEAD ALLOCATION	0.00	(60,735.00)	(5,061.33)	(35,429.30)	(25,305.70)	58.33
04-00-5681 ELECTION EXPENSE	75.00	16,100.00	0.00	240.48	15,859.52	1.49
TOTAL OTHER CHARGES	15,295.26	(20,545.00)	(3,117.45)	(19,743.49)	(801.51)	96.10

CAPITAL OUTLAY

TOTAL 00-NON-PROGRAM

TOTAL CITY SECRETARY

FINANCE

00-NON-PROGRAM

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL COSTS						
05-00-5101 OPERATIONAL SALARIES	132,770.06	263,503.00	30,624.30	150,130.23	113,372.77	56.97
05-00-5116 LONGEVITY	701.85	830.00	0.00	545.55	284.45	65.73
05-00-5117 OVERTIME	105.41	500.00	0.00	111.62	388.38	22.32
05-00-5150 SOCIAL SECURITY	11,029.56	20,430.00	2,341.77	12,223.41	8,206.59	59.83
05-00-5151 RETIREMENT	15,112.35	29,270.00	3,385.19	16,565.78	12,704.22	56.60
05-00-5155 GROUP INSURANCE	14,768.22	33,815.00	2,788.23	18,892.23	14,922.77	55.87
05-00-5156 WORKER'S COMPENSATION	636.19	900.00	196.71	600.19	299.81	66.69
TOTAL PERSONNEL COSTS	175,123.64	349,248.00	39,336.20	199,069.01	150,178.99	57.00
SUPPLIES & MATERIALS						
05-00-5201 SUPPLIES	2,919.31	3,850.00	23.81	957.09	2,892.91	24.86
05-00-5203 POSTAGE	911.47	1,780.00	153.69	822.07	957.93	46.18
05-00-5206 OFFICE EQUIPMENT	833.21	1,000.00	0.00	839.97	160.03	84.00
05-00-5207 COMPUTER REPAIR/REPLACEMENT	0.00	800.00	0.00	0.00	800.00	0.00
05-00-5230 FORMS PRINTING	521.40	1,000.00	0.00	222.97	777.03	22.30
TOTAL SUPPLIES & MATERIALS	5,185.39	8,430.00	177.50	2,842.10	5,587.90	33.71
MAINTENANCE & REPAIRS						
05-00-5320 EQUIPMENT/SOFTWARE MAINTENANCE	27,140.24	33,000.00	0.00	16,812.44	16,187.56	50.95
TOTAL MAINTENANCE & REPAIRS	27,140.24	33,000.00	0.00	16,812.44	16,187.56	50.95
OCCUPANCY						
05-00-5401 COMMUNICATION	3,071.15	5,510.00	365.56	2,810.74	2,699.26	51.01
05-00-5403 UTILITIES	1,043.23	2,040.00	151.96	1,031.92	1,008.08	50.58
TOTAL OCCUPANCY	4,114.38	7,550.00	517.52	3,842.66	3,707.34	50.90
CONTRACTUAL SERVICES						
05-00-5505 PROFESSIONAL SERVICES	609.34	17,350.00	435.00	1,050.12	16,299.88	6.05
05-00-5515 UNIFORMS	0.00	300.00	214.00	214.00	86.00	71.33
05-00-5518 AUDIT	28,000.00	40,000.00	0.00	32,818.00	7,182.00	82.05
TOTAL CONTRACTUAL SERVICES	28,609.34	57,650.00	649.00	34,082.12	23,567.88	59.12
OTHER CHARGES						
05-00-5601 ADVERTISING	148.83	1,000.00	0.00	0.00	1,000.00	0.00
05-00-5605 TRAVEL & TRAINING	2,654.11	6,000.00	144.00	4,936.16	1,063.84	82.27
05-00-5606 CAR ALLOWANCE	3,198.33	0.00	0.00	0.00	0.00	0.00
05-00-5615 DUES, SUBSCRIPTIONS & FEE	195.00	1,430.00	0.00	449.00	981.00	31.40
05-00-5655 EQUIPMENT RENTAL	592.88	1,710.00	245.57	478.68	1,231.32	27.99
05-00-5670 OVERHEAD ALLOCATION	0.00	221,667.00	19,305.58	135,139.09	96,527.91	58.33
TOTAL OTHER CHARGES	6,789.15	221,527.00	18,916.01	129,275.25	92,251.75	58.36

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY						
TOTAL 00-NON-PROGRAM	246,962.14	234,351.00	21,764.21	127,373.08	106,977.92	54.35
METER SERVICE						
=====						
PERSONNEL COSTS						
05-15-5101 OPERATIONAL SALARIES	123,508.91	177,165.00	20,947.06	101,700.14	75,464.86	57.40
05-15-5114 PRE-EMPLOYMENT EXPENSE	0.00	100.00	0.00	0.00	100.00	0.00
05-15-5116 LONGEVITY	2,412.00	1,312.00	0.00	1,311.00	1.00	99.92
05-15-5117 OVERTIME	2,846.66	5,000.00	485.82	2,272.87	2,727.13	45.46
05-15-5150 SOCIAL SECURITY	10,170.09	14,070.00	1,586.03	8,305.44	5,764.56	59.03
05-15-5151 RETIREMENT	14,231.09	20,160.00	2,369.97	11,568.98	8,591.02	57.39
05-15-5155 GROUP INSURANCE	32,446.20	41,780.00	3,451.14	24,488.09	17,291.91	58.61
05-15-5156 WORKER'S COMPENSATION	3,359.16	2,000.00	468.99	1,427.72	572.28	71.39
TOTAL PERSONNEL COSTS	189,973.11	261,587.00	29,309.01	151,074.24	110,512.76	57.75
SUPPLIES & MATERIALS						
05-15-5201 SUPPLIES	1,223.28	3,500.00	132.71	823.89	2,676.11	23.54
05-15-5203 POSTAGE	11,618.70	21,940.00	1,741.87	9,322.14	12,617.86	42.49
05-15-5206 OFFICE EQUIP	75.90	1,450.00	0.00	0.00	1,450.00	0.00
05-15-5209 SAFETY/FIRST AID	170.72	300.00	15.37	160.80	139.20	53.60
05-15-5228 SMALL TOOLS	399.93	600.00	0.00	72.75	527.25	12.13
05-15-5240 FUEL & LOBE	3,206.57	3,400.00	87.11	849.10	2,550.90	24.97
TOTAL SUPPLIES & MATERIALS	16,695.10	31,190.00	1,977.06	11,228.68	19,961.32	36.00
MAINTENANCE & REPAIRS						
05-15-5320 EQUIPMENT/SOFTWARE MAINTENANCE	600.00	22,000.00	0.00	47.50	21,952.50	0.22
05-15-5340 MAINT OF VEHICLE	3,136.26	2,000.00	0.00	48.21	1,951.79	2.41
05-15-5375 METER REPAIRS	0.00	1,500.00	0.00	4,421.55	2,921.55	294.77
TOTAL MAINTENANCE & REPAIRS	3,736.26	25,500.00	0.00	4,517.26	20,982.74	17.71
OCCUPANCY						
05-15-5401 COMMUNICATIONS	3,644.01	6,020.00	2,320.82	5,745.06	274.94	95.43
05-15-5403 UTILITIES	1,781.34	3,600.00	256.81	1,784.34	1,815.66	49.57
TOTAL OCCUPANCY	5,425.35	9,620.00	2,577.63	7,529.40	2,090.60	78.27
CONTRACTUAL SERVICES						
05-15-5505 PROFESSIONAL SERVICES	5,405.09	13,650.00	691.94	3,976.88	9,673.12	29.13
05-15-5515 UNIFORMS	739.00	2,400.00	293.36	488.35	1,911.65	20.35
05-15-5561 CONTRACTUAL SERVICES	9,713.00	420,000.00	35,137.60	245,530.60	184,469.40	57.10
TOTAL CONTRACTUAL SERVICES	15,857.09	446,050.00	36,122.90	249,995.83	196,054.17	56.05

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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OTHER CHARGES

05-15-5601 ADVERTISING	0.00	100.00	0.00	0.00	100.00	0.00
05-15-5605 TRAVEL & TRAINING	1,554.16	3,000.00	82.08	1,998.10	1,001.90	66.60
05-15-5615 DUES, SUBSCRIPTION & PUB	0.00	240.00	0.00	0.00	240.00	0.00
05-15-5655 EQUIPMENT RENTAL	137.92	440.00	35.20	165.76	274.24	37.67
05-15-5670 OVERHEAD ALLOCATION	0.00	(327,223.00)	(27,268.66)	(190,880.65)	(136,342.35)	58.33
05-15-5679 BAD DEBT EXPENSE	0.00	2,000.00	189.67	777.87	1,222.13	38.89
TOTAL OTHER CHARGES	1,692.08	(321,443.00)	(26,911.71)	(187,938.92)	(133,504.08)	58.47

CAPITAL OUTLAY

TOTAL METER SERVICE	232,378.99	452,504.00	43,074.89	236,406.49	216,097.51	52.24
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TOTAL FINANCE

	479,341.13	686,855.00	64,839.10	363,779.57	323,075.43	52.96
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HUMAN RESOURCE

00-NON-PROGRAM

PERSONNEL COSTS

06-00-5101 OPERATIONAL SALARIES	40,944.82	98,296.00	9,566.79	46,241.65	52,054.35	47.04
06-00-5116 LONGEVITY	537.00	575.00	0.00	573.00	2.00	99.65
06-00-5150 SOCIAL SECURITY	3,256.65	7,575.00	713.16	3,675.20	3,899.80	48.52
06-00-5151 RETIREMENT	4,581.05	10,865.00	1,057.08	5,139.95	5,725.05	47.31
06-00-5155 GROUP INSURANCE	4,862.62	8,360.00	694.66	4,862.62	3,497.38	58.17
06-00-5156 WORKER'S COMPENSATION	121.80	350.00	37.57	114.71	235.29	32.77
TOTAL PERSONNEL COSTS	54,303.94	126,021.00	12,069.26	60,607.13	65,413.87	48.09

SUPPLIES & MATERIALS

06-00-5201 SUPPLIES	119.85	1,500.00	258.11	664.72	835.28	44.31
06-00-5203 POSTAGE	30.69	175.00	0.93	13.38	161.62	7.65
06-00-5206 OFFICE EQUIPMENT	0.00	4,500.00	0.00	0.00	4,500.00	0.00
06-00-5230 FORMS PRINTING	0.00	200.00	74.32	74.32	125.68	37.16
06-00-5232 TRAINING MATERIALS	0.00	500.00	0.00	0.00	500.00	0.00
TOTAL SUPPLIES & MATERIALS	150.54	6,875.00	333.36	752.42	6,122.58	10.94

MAINTENANCE & REPAIRS

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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OCCUPANCY

06-00-5401 COMMUNICATIONS	1,453.50	2,445.00	132.34	1,283.38	1,161.62	52.49
06-00-5403 UTILITIES	501.55	1,000.00	73.06	496.11	503.89	49.61
TOTAL OCCUPANCY	1,955.05	3,445.00	205.40	1,779.49	1,665.51	51.65

CONTRACTUAL SERVICES

06-00-5505 PROFESSIONAL SERVICES	20.00	165.00	3.00	16.00	149.00	9.70
06-00-5580 EMPLOYEE BOND	0.00	160.00	0.00	0.00	160.00	0.00
TOTAL CONTRACTUAL SERVICES	20.00	325.00	3.00	16.00	309.00	4.92

OTHER CHARGES

06-00-5601 ADVERTISING	0.00	250.00	248.05	248.05	1.95	99.22
06-00-5605 TRAVEL & TRAINING	260.00	2,900.00	0.00	0.00	2,900.00	0.00
06-00-5615 DUES, SUBSCRIPTIONS & PUB.	140.00	155.00	0.00	35.00	120.00	22.58
06-00-5653 SPECIAL EVENTS	6,833.40	11,700.00	0.00	8,763.69	2,936.31	74.90
06-00-5655 EQUIPMENT RENTAL	12.75	30.00	1.63	3.40	26.60	11.33
06-00-5670 OVERHEAD ALLOCATION	0.00	(30,818.00)	(2,568.17)	(17,977.18)	(12,840.82)	58.33
06-00-5683 CITY PINS/APPECIATION	455.00	4,000.00	0.00	840.00	3,160.00	21.00
TOTAL OTHER CHARGES	7,701.15	(11,783.00)	(2,318.49)	(8,087.04)	(3,695.96)	68.63

CAPITAL OUTLAY

TOTAL 00-NON-PROGRAM	64,130.68	124,883.00	10,292.53	55,068.00	69,815.00	44.10
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TOTAL HUMAN RESOURCE

	64,130.68	124,883.00	10,292.53	55,068.00	69,815.00	44.10
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INFORMATION TECHNOLOGY

00-NON-PROGRAM

PERSONNEL COSTS

07-00-5101 OPERATIONAL SALARIES	44,591.79	129,980.00	15,103.05	74,314.22	55,665.78	57.17
07-00-5116 LONGEVITY	261.00	300.00	0.00	297.00	3.00	99.00
07-00-5117 OVERTIME	0.00	1,000.00	211.26	1,338.99	(339.99)	134.00
07-00-5150 SOCIAL SECURITY	3,726.44	9,975.00	1,179.67	6,198.57	3,776.43	62.14
07-00-5151 RETIREMENT	5,034.57	14,315.00	1,710.62	8,406.04	5,908.96	58.72
07-00-5155 GROUP INSURANCE	4,860.10	16,715.00	1,385.66	9,008.26	7,706.74	53.89
07-00-5156 WORKER'S COMPENSATION	446.89	1,080.00	236.21	716.98	363.02	66.39
TOTAL PERSONNEL COSTS	59,920.79	173,365.00	19,826.47	100,281.06	73,083.94	57.84

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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SUPPLIES & MATERIALS

07-00-5201 SUPPLIES	607.46	3,500.00	80.77	1,893.91	1,606.09	54.11
07-00-5202 IT SUPPLIES	3,437.58	5,500.00	0.00	4,057.18	1,442.82	73.77
07-00-5203 POSTAGE	287.63	400.00	0.00	0.00	400.00	0.00
07-00-5206 OFFICE EQUIPMENT	0.00	2,500.00	0.00	3,954.13	1,454.13	158.17
07-00-5228 SMALL TOOLS	1,211.52	2,000.00	0.00	451.82	1,548.18	22.59
07-00-5240 FUEL & LUBE	135.00	5,150.00	67.16	250.75	4,899.25	4.87
TOTAL SUPPLIES & MATERIALS	5,679.19	19,050.00	147.93	10,607.79	8,442.21	55.68

MAINTENANCE & REPAIRS

07-00-5320 EQUIPMENT/SOFTWARE MAINT	57,778.54	129,100.00	670.31	45,989.99	82,110.01	35.90
07-00-5340 MAINT OF VEHICLES	1,703.62	1,000.00	0.00	89.25	910.75	8.93
TOTAL MAINTENANCE & REPAIRS	59,482.16	129,100.00	670.31	46,079.24	83,020.76	35.69

OCCUPANCY

07-00-5401 COMMUNICATIONS	2,995.36	7,816.00	599.41	6,143.42	1,672.58	78.60
07-00-5403 UTILITIES	1,697.89	3,312.00	233.56	1,777.41	1,534.59	53.67
TOTAL OCCUPANCY	4,693.25	11,128.00	832.97	7,920.83	3,207.17	71.18

CONTRACTUAL SERVICES

07-00-5505 PROFESSIONAL SERVICES	2,935.00	10,871.00	0.00	1,000.00	9,871.00	9.20
07-00-5515 UNIFORMS	406.68	600.00	0.00	0.00	600.00	0.00
TOTAL CONTRACTUAL SERVICES	3,341.68	11,471.00	0.00	1,000.00	10,471.00	8.72

OTHER CHARGES

07-00-5605 TRAVEL & TRAINING	4,175.80	6,500.00	0.00	1,099.46	5,400.54	16.91
07-00-5615 DUES, SUBSCRIPTIONS & PUB.	257.17	500.00	0.00	220.13	279.87	44.03
07-00-5670 OVERHEAD ALLOCATION	0.00	(114,380.00)	(9,531.58)	(66,721.10)	(47,658.90)	58.33
TOTAL OTHER CHARGES	4,432.97	(107,380.00)	(9,531.58)	(65,401.51)	(41,978.49)	60.91

CAPITAL OUTLAY

07-00-6030 VEHICLES	0.00	25,000.00	0.00	24,245.00	755.00	96.98
TOTAL CAPITAL OUTLAY	0.00	25,000.00	0.00	24,245.00	755.00	96.98

TOTAL 00-NON-PROGRAM

	136,550.04	261,734.00	11,946.10	124,732.41	137,001.59	47.66
TOTAL INFORMATION TECHNOLOGY	136,550.04	261,734.00	11,946.10	124,732.41	137,001.59	47.66

FILMING/BROADCASTING

00-NON-PROGRAM

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL COSTS						
SUPPLIES & MATERIALS						
MAINTENANCE & REPAIRS						
OCCUPANCY						
CONTRACTUAL SERVICES						
OTHER CHARGES						
POLICE						
ADMINISTRATION						
PERSONNEL COSTS						
09-10-5101 OPERATIONAL SALARIES-ADM	172,148.39	346,610.00	45,216.70	208,912.33	137,697.67	60.27
09-10-5109 SIGN ON BONUS/RETENTION-ADM	0.00	5,000.00	0.00	0.00	5,000.00	0.00
09-10-5114 PD PRE-EMPLOYMENT EXPENSE-A	139.75	230.00	30.00	40.21	189.79	17.48
09-10-5116 LONGEVITY-ADM	1,551.00	1,790.00	0.00	1,789.50	0.50	99.97
09-10-5117 OVERTIME, POLICE-ADM	2,469.91	700.00	110.09	794.54	94.54	113.51
09-10-5150 SOCIAL SECURITY-ADM	13,698.99	27,145.00	3,664.13	16,766.41	10,378.59	61.77
09-10-5151 RETIREMENT-ADM	19,148.16	38,910.00	5,227.18	23,491.11	15,418.89	60.37
09-10-5155 GROUP INSURANCE-ADM	24,290.01	41,780.00	3,466.70	24,266.90	17,513.10	58.08
09-10-5156 WORKER'S COMPENSATION-ADM	3,056.30	6,160.00	1,101.87	3,359.49	2,800.51	54.54
TOTAL PERSONNEL COSTS	236,502.51	468,325.00	58,816.67	279,420.49	188,904.51	59.66
SUPPLIES & MATERIALS						
09-10-5201 SUPPLIES-ADM	8,522.59	16,220.00	560.89	10,182.61	6,037.39	62.78
09-10-5203 POSTAGE-ADM	469.25	575.00	157.60	789.80	214.80	137.36
09-10-5217 JUNITORIAL SUPPLIES-ADM	1,717.26	4,000.00	5.64	1,862.95	2,137.05	46.57
09-10-5218 SPECIAL PRINTING-ADM	49.16	650.00	40.00	150.32	499.68	23.13
09-10-5219 AMMUNITION/TARGETS-ADM	0.00	500.00	0.00	0.00	500.00	0.00
09-10-5220 EVIDENCE-ADM	479.88	2,000.00	0.00	0.00	2,000.00	0.00
09-10-5240 FUEL-ADM	1,761.19	4,200.00	192.39	2,313.47	1,886.53	55.08
TOTAL SUPPLIES & MATERIALS	12,999.33	28,145.00	956.52	15,299.15	12,845.85	54.36

101-GENERAL FUND

EXPENDITURES	PRELIM Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE & REPAIRS						
09-10-5310 MAINTENANCE AGREEMENTS	9,659.80	18,690.00	0.00	13,213.10	5,476.90	70.70
09-10-5320 MAINT OF EQUIPMENT-ADM	0.00	1,000.00	0.00	0.00	1,000.00	0.00
09-10-5325 MAINT OF COMPUTER-ADM	1,271.81	1,500.00	1,200.00	1,249.98	250.02	83.33
09-10-5330 MAINT OF RADIO-ADM	0.00	800.00	0.00	0.00	800.00	0.00
09-10-5340 MAINT OF VEHICLE-ADM	7,795.91	2,420.00	312.24	1,061.37	1,358.63	43.86
09-10-5345 MAINT OF BUILDING-ADM	2,450.61	8,300.00	445.01	1,538.32	6,761.68	18.53
TOTAL MAINTENANCE & REPAIRS	21,168.13	32,710.00	1,957.24	17,062.77	15,647.23	52.16
OCCUPANCY						
09-10-5401 COMMUNICATION-ADM	25,556.46	41,980.00	2,330.55	22,037.96	19,942.04	52.50
09-10-5403 UTILITIES-ADM	8,179.01	14,400.00	990.70	7,302.05	7,097.95	50.71
TOTAL OCCUPANCY	33,735.47	56,380.00	3,321.25	29,340.01	27,039.99	52.04
CONTRACTUAL SERVICES						
09-10-5505 PROFESSIONAL SERVICES	377.00	5,075.00	0.00	46.50	5,028.50	0.92
09-10-5512 MEDICAL-ADM	255.33	750.00	0.00	389.92	360.08	51.99
09-10-5515 UNIFORMS-ADM	2,075.24	2,850.00	45.90	1,084.32	1,765.68	38.05
09-10-5532 DISPATCH SERVICES	94,333.50	188,670.00	0.00	94,333.50	94,336.50	50.00
TOTAL CONTRACTUAL SERVICES	97,041.07	197,345.00	45.90	95,854.24	101,490.76	48.57
OTHER CHARGES						
09-10-5601 ADVERTISING-ADM	166.87	1,000.00	0.00	0.00	1,000.00	0.00
09-10-5605 TRAVEL & TRAINING-ADM	1,023.65	11,350.00	1,135.92	6,096.95	5,253.05	53.72
09-10-5615 DUES, SUBSCRIPTIONS & FDB-A	1,153.60	2,605.00	0.00	1,737.48	867.52	66.70
09-10-5655 EQUIPMENT RENTAL-ADM	83.41	200.00	93.84	159.64	40.36	79.82
09-10-5663 PRISONER HOUSING	7,650.00	20,000.00	1,485.00	10,125.00	9,875.00	50.63
TOTAL OTHER CHARGES	10,077.53	35,155.00	2,714.76	18,119.07	17,035.93	51.54
CAPITAL OUTLAY						
09-10-6021 OFFICE FURNITURE-ADM	0.00	375.00	0.00	0.00	375.00	0.00
09-10-6050 BUILDING-ADM	0.00	505,000.00	1,497.50	1,497.50	503,502.50	0.30
09-10-6123 POLICE VEHICLES-ADM	34,405.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	34,405.00	505,375.00	1,497.50	1,497.50	503,877.50	0.30
TOTAL ADMINISTRATION	445,929.04	1,323,435.00	69,309.84	456,593.23	866,841.77	34.50

CODE ENFORCEMENT

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL COSTS						
09-12-5101 OPERATIONAL SALARIES-CODE	19,611.01	39,440.00	4,586.09	22,098.64	17,341.36	56.03
09-12-5116 LONGEVITY-CODE	63.00	100.00	0.00	99.00	1.00	99.00
09-12-5117 OVERTIME-CODE	77.24	300.00	0.00	9.84	290.16	3.28
09-12-5150 SOCIAL SECURITY-CODE	1,619.93	3,060.00	351.39	1,811.14	1,248.86	59.19
09-12-5151 RETIREMENT-CODE	2,188.54	4,380.00	507.21	2,441.34	1,938.66	55.74
09-12-5155 GROUP INSURANCE-CODE	4,828.18	8,356.00	689.74	4,828.18	3,527.82	57.78
09-12-5156 WORKER'S COMPENSATION-CODE	551.77	1,360.00	342.72	1,043.62	316.38	76.74
TOTAL PERSONNEL COSTS	28,939.67	56,996.00	6,477.14	32,331.76	24,664.24	56.73
SUPPLIES & MATERIALS						
09-12-5201 SUPPLIES-CODE	0.00	2,500.00	0.00	21.76	2,478.24	0.87
09-12-5203 POSTAGE-CODE	240.03	500.00	13.87	57.28	442.72	11.46
09-12-5218 SPECIAL PRINTING-CODE	0.00	700.00	0.00	60.96	639.04	8.71
09-12-5240 FUEL-CODE	267.74	1,500.00	101.01	735.79	764.21	49.05
TOTAL SUPPLIES & MATERIALS	507.77	5,200.00	114.88	875.79	4,324.21	16.84
MAINTENANCE & REPAIRS						
09-12-5325 MAINT OF COMPUTER-CODE	0.00	200.00	0.00	0.00	200.00	0.00
09-12-5330 MAINT OF RADIO-CODE	0.00	250.00	0.00	0.00	250.00	0.00
09-12-5340 MAINT OF VEHICLE-CODE	131.06	1,500.00	183.97	222.96	1,277.04	14.86
TOTAL MAINTENANCE & REPAIRS	131.06	1,950.00	183.97	222.96	1,727.04	11.43
OCCUPANCY						
CONTRACTUAL SERVICES						
09-12-5505 PROFESSIONAL SERVICES-CODE	0.00	300.00	0.00	0.00	300.00	0.00
09-12-5513 RECORDING FEES-CODE	320.00	600.00	30.00	140.00	460.00	23.33
09-12-5515 UNIFORMS-CODE	0.00	400.00	99.99	99.99	300.01	25.00
09-12-5556 VETERINARY EXPENSE	0.00	1,575.00	0.00	0.00	1,575.00	0.00
09-12-5561 CONTRACTUAL SERVICES	4,475.00	10,000.00	50.00	100.00	9,900.00	1.00
TOTAL CONTRACTUAL SERVICES	4,795.00	12,875.00	179.99	339.99	12,535.01	2.64
OTHER CHARGES						
09-12-5601 ADVERTISING-CODE	0.00	150.00	0.00	0.00	150.00	0.00
09-12-5605 TRAVEL & TRAINING-CODE	50.00	1,300.00	0.00	0.00	1,300.00	0.00
09-12-5615 DOGS, SUBSCRIPTIONS & PUB-C	0.00	220.00	0.00	0.00	220.00	0.00
09-12-5621 ANIMAL SHELTER EXP	0.00	12,000.00	0.00	0.00	12,000.00	0.00
09-12-5655 EQUIPMENT RENTAL-CODE	36.33	100.00	1.87	3.94	96.06	3.94
09-12-5677 CODE ENFORCE CLEAN UP PROJE	3,175.00	8,175.00	0.00	0.00	8,175.00	0.00
TOTAL OTHER CHARGES	3,261.33	21,945.00	1.87	3.94	21,941.06	0.02
TOTAL CODE ENFORCEMENT	37,634.83	98,966.00	6,957.85	33,774.44	65,191.56	34.13

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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EMERGENCY MANAGEMENT

SUPPLIES & MATERIALS

09-14-5201 SUPPLIES-EM	0.00	425.00	0.00	29.49	395.51	6.94
09-14-5203 POSTAGE-EM	1.19	75.00	0.00	0.00	75.00	0.00
09-14-5218 SPECIAL PRINTING-EM	0.00	660.00	0.00	0.00	660.00	0.00
09-14-5240 FUEL-EM	0.00	1,000.00	0.00	0.00	1,000.00	0.00
TOTAL SUPPLIES & MATERIALS	1.19	2,160.00	0.00	29.49	2,130.51	1.37

MAINTENANCE & REPAIRS

09-14-5320 EQUIPMENT	106.94	1,640.00	0.00	1,631.97	8.03	99.51
TOTAL MAINTENANCE & REPAIRS	106.94	1,640.00	0.00	1,631.97	8.03	99.51

OCCUPANCY

OTHER CHARGES

09-14-5605 TRAVEL & TRAINING-EM	188.52	2,000.00	0.00	1,076.89	923.11	53.84
TOTAL OTHER CHARGES	188.52	2,000.00	0.00	1,076.89	923.11	53.84

CAPITAL OUTLAY

TOTAL EMERGENCY MANAGEMENT

	296.65	5,800.00	0.00	2,738.35	3,061.65	47.21
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POLICE-CID

PERSONNEL COSTS

09-21-5101 OPERATIONAL SALARIES-CID	49,112.08	173,940.00	20,181.06	88,840.45	75,099.55	56.82
09-21-5114 PD PRE-EMPLOYMENT EXPENSE-C	0.00	200.00	0.00	0.00	200.00	0.00
09-21-5116 LONGEVITY-CID	336.00	925.00	0.00	771.00	154.00	83.35
09-21-5117 OVERTIME-CID	1,258.26	8,000.00	267.97	2,240.10	5,759.90	28.00
09-21-5150 SOCIAL SECURITY-CID	4,127.51	14,010.00	1,492.18	7,610.39	6,399.61	54.32
09-21-5151 RETIREMENT-CID	5,683.68	20,095.00	2,262.12	11,185.01	8,909.99	55.66
09-21-5155 GROUP INSURANCE-CID	9,671.76	25,070.00	2,076.12	14,202.08	10,867.92	56.65
09-21-5156 WORKER'S COMPENSATION-CID	2,467.28	5,300.00	920.10	2,804.53	2,495.47	52.92
TOTAL PERSONNEL COSTS	72,656.57	247,540.00	27,199.55	137,653.56	109,886.44	55.61

SUPPLIES & MATERIALS

09-21-5206 OFFICE EQUIPMENT-CID	199.99	175.00	0.00	0.00	175.00	0.00
09-21-5218 SPECIAL PRINTING-CID	0.00	125.00	0.00	121.92	3.08	97.54
09-21-5219 AMMUNITION/TARGETS-CID	0.00	500.00	0.00	0.00	500.00	0.00
09-21-5220 EVIDENCE-CID	216.00	930.00	0.00	0.00	930.00	0.00
09-21-5240 FUEL-CID	1,008.85	2,670.00	92.92	839.36	1,830.64	31.44
TOTAL SUPPLIES & MATERIALS	1,424.84	4,400.00	92.92	961.28	3,438.72	21.85

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE & REPAIRS						
09-21-5320 MAINT OF EQUIPMENT-CID	0.00	200.00	0.00	0.00	200.00	0.00
09-21-5325 MAINT OF COMPUTER-CID	0.00	400.00	0.00	0.00	400.00	0.00
09-21-5330 MAINT OF RADIO-CID	0.00	360.00	0.00	0.00	360.00	0.00
09-21-5345 MAINT OF VEHICLE-CID	173.60	2,400.00	45.14	102.13	2,297.87	4.26
TOTAL MAINTENANCE & REPAIRS	173.60	3,360.00	45.14	102.13	3,257.87	3.04
OCCUPANCY						
CONTRACTUAL SERVICES						
09-21-5512 MEDICAL-CID	0.00	2,000.00	0.00	0.00	2,000.00	0.00
09-21-5515 UNIFORMS-CID	462.37	1,600.00	0.00	0.00	1,600.00	0.00
TOTAL CONTRACTUAL SERVICES	462.37	3,600.00	0.00	0.00	3,600.00	0.00
OTHER CHARGES						
09-21-5605 TRAVEL & TRAINING-CID	845.00	2,000.00	500.00	1,493.25	506.75	74.66
09-21-5615 DUES, SUBSCRIPTIONS & FOR-CI	2,128.00	4,700.00	130.00	774.40	3,925.60	16.48
TOTAL OTHER CHARGES	2,973.00	6,700.00	630.00	2,267.65	4,432.35	33.85
CAPITAL OUTLAY						
TOTAL POLICE-CID	77,690.38	265,600.00	27,967.61	140,984.62	124,615.38	53.08
POLICE-PATROL						
PERSONNEL COSTS						
09-22-5101 OPERATIONAL SALARIES-PATROL	439,896.87	980,830.00	107,131.73	549,086.20	431,743.80	55.98
09-22-5109 SIGN ON BONUS/PENSION-PAT	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00
09-22-5114 PRE-EMPLOYMENT EXPENSE-PATR	649.90	1,250.00	0.00	0.00	1,250.00	0.00
09-22-5116 LONGEVITY-PATROL	3,645.00	4,245.00	0.00	4,188.00	57.00	98.66
09-22-5117 OVERTIME-PATROL	21,401.34	40,000.00	1,009.37	11,285.52	28,714.48	28.21
09-22-5150 SOCIAL SECURITY-PATROL	37,079.73	78,910.00	8,384.38	45,113.24	33,796.76	57.17
09-22-5151 RETIREMENT-PATROL	51,901.49	113,180.00	12,342.61	62,939.54	50,240.46	55.61
09-22-5155 GROUP INSURANCE-PATROL	66,468.15	133,700.00	11,073.44	77,876.05	55,823.95	58.25
09-22-5156 WORKER'S COMPENSATION-PATROL	18,504.72	29,745.00	7,360.82	22,436.25	7,308.75	75.43
TOTAL PERSONNEL COSTS	644,547.20	1,386,860.00	147,302.35	777,924.80	608,935.20	56.09
SUPPLIES & MATERIALS						
09-22-5201 SUPPLIES-PATROL	74.85	960.00	18.00	326.04	633.96	33.96
09-22-5206 OFFICE EQUIPMENT-PATROL	0.00	525.00	0.00	0.00	525.00	0.00
09-22-5218 SPECIAL PRINTING-PATROL	760.02	1,490.00	60.96	279.29	1,210.71	18.74
09-22-5219 AMMUNITION/TARGETS-PATROL	125.55	5,400.00	0.00	0.00	5,400.00	0.00
09-22-5222 POLICE EQUIPMENT-PATROL	31,916.66	47,611.00	391.40	40,852.84	6,758.16	85.81
09-22-5240 FUEL-PATROL	24,513.31	53,000.00	2,860.62	20,608.07	32,391.93	38.88
TOTAL SUPPLIES & MATERIALS	57,390.39	108,986.00	3,330.98	62,066.24	46,919.76	56.95

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2016

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE & REPAIRS						
09-22-5320 MAINT OF EQUIPMENT-PATROL	184.71	500.00	0.00	177.50	322.50	35.50
09-22-5325 MAINT OF COMPUTER-PATROL	0.00	700.00	0.00	0.00	700.00	0.00
09-22-5330 MAINT OF RADIO-PATROL	128.48	1,700.00	80.00	80.00	1,620.00	4.71
09-22-5345 MAINT OF VEHICLE-PATROL	8,732.95	18,341.00	2,052.21	8,749.94	9,591.06	47.71
TOTAL MAINTENANCE & REPAIRS	9,046.14	21,241.00	2,132.21	9,007.44	12,233.56	42.41
CONTRACTUAL SERVICES						
09-22-5505 PROFESSIONAL SERVICES-PATROL	0.00	0.00	0.00	1.50 (	1.50)	0.00
09-22-5515 UNIFORMS-PATROL	9,503.46	12,870.00	0.00	1,477.65	11,392.35	11.48
09-22-5544 UNEMPLOYMENT TAX-PATROL	5,580.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	15,083.46	12,870.00	0.00	1,479.15	11,390.85	11.48
OTHER CHARGES						
09-22-5601 ADVERTISING-PATROL	0.00	500.00	0.00	0.00	500.00	0.00
09-22-5605 TRAVEL & TRAINING-PATROL	3,140.93	8,200.00	530.00	1,828.99	6,371.01	22.30
09-22-5615 DUES, SUBSCRIPTION & PUB-PA	845.12	1,100.00	0.00	0.00	1,100.00	0.00
TOTAL OTHER CHARGES	3,986.05	9,800.00	530.00	1,828.99	7,971.01	18.66
CAPITAL OUTLAY						
09-22-6123 POLICE VEHICLE-PATROL	91,516.89	168,539.00	0.00	168,537.38	1.62	100.00
TOTAL CAPITAL OUTLAY	91,516.89	168,539.00	0.00	168,537.38	1.62	100.00
TOTAL POLICE-PATROL	821,570.13	1,708,296.00	153,295.54	1,020,844.00	687,452.00	59.76
POLICE-CRIME PREVENTION						
PERSONNEL COSTS						
09-23-5101 OPERATIONAL SALARIES-CP	31,812.70	0.00	0.00	0.00	0.00	0.00
09-23-5116 LONGEVITY-CP	327.00	0.00	0.00	0.00	0.00	0.00
09-23-5117 OVERTIME-CP	1,431.48	0.00	0.00	0.00	0.00	0.00
09-23-5150 SOCIAL SECURITY-CP	2,263.88	0.00 (	140.09)	0.00	0.00	0.00
09-23-5151 RETIREMENT-CP	3,694.18	0.00	0.00	0.00	0.00	0.00
09-23-5155 GROUP INSURANCE-CP	4,848.80	0.00	0.00	0.00	0.00	0.00
09-23-5156 WORKER'S COMP-CP	1,233.64	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL COSTS	45,611.68	0.00 (	140.09)	0.00	0.00	0.00
SUPPLIES & MATERIALS						
09-23-5201 SUPPLIES-CP	359.47	2,250.00	312.75	921.94	1,328.06	40.98
09-23-5203 POSTAGE-CP	0.00	100.00	0.00	0.00	100.00	0.00
09-23-5218 SPECIAL PRINTING-CP	0.00	300.00	0.00	0.00	300.00	0.00
09-23-5240 FUEL-CP	93.83	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES & MATERIALS	453.30	2,650.00	312.75	921.94	1,728.06	34.79

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE & REPAIRS						
09-23-5340 MAINT OF VEHICLE-CP	130.00	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE & REPAIRS	130.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES						
09-23-5515 UNIFORMS-CP	532.00	900.00	84.50	84.50	815.50	9.39
TOTAL CONTRACTUAL SERVICES	532.00	900.00	84.50	84.50	815.50	9.39
OTHER CHARGES						
09-23-5605 TRAVEL & TRAINING-CP	0.00	1,000.00	250.00	569.00	431.00	56.90
09-23-5615 DUES, SUBSCRIPTIONS & PUB-C	65.00	150.00	0.00	35.00	115.00	23.33
TOTAL OTHER CHARGES	65.00	1,150.00	250.00	604.00	546.00	52.52
TOTAL POLICE-CRIME PREVENTION	46,791.98	4,700.00	507.16	1,610.44	3,089.56	34.26
TOTAL POLICE	1,429,913.01	3,406,797.00	258,038.00	1,656,545.08	1,750,251.92	48.62
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL COSTS						
11-00-5101 OPERATIONAL SALARIES	0.00	59,856.00	9,089.43	24,844.40	35,011.60	41.51
11-00-5150 SOCIAL SECURITY	0.00	5,885.00	591.05	1,482.60	4,402.40	25.19
11-00-5151 RETIREMENT	0.00	8,445.00	1,003.77	2,743.95	5,701.05	32.49
11-00-5155 GROUP INSURANCE	0.00	8,356.00	695.52	2,782.10	5,573.90	33.29
11-00-5156 WORKER'S COMPENSATION	4,670.43	9,749.00	1,336.27	4,079.77	5,669.23	41.85
TOTAL PERSONNEL COSTS	4,670.43	92,291.00	12,716.04	35,932.82	56,358.18	38.93
SUPPLIES & MATERIALS						
11-00-5201 SUPPLIES	1,017.95	6,500.00	369.22	1,385.07	5,114.93	21.31
11-00-5203 POSTAGE	4.11	50.00	2.32	2.32	47.68	4.64
11-00-5209 FIRST AID	0.00	1,750.00	0.00	556.16	1,193.84	31.78
11-00-5210 SMALL EQUIPMENT	163.27	9,500.00	0.00	9,220.56	279.44	97.06
11-00-5216 SPECIAL CLOTHING	179.98	3,660.00	2,070.72	3,345.48	314.52	91.41
11-00-5223 PROTECTIVE GEAR	553.31	12,000.00	0.00	4,006.20	7,993.80	33.39
11-00-5228 SMALL TOOLS	316.72	1,600.00	0.00	642.87	957.13	40.18
11-00-5229 FIRE PREVENTION MATERIALS	74.34	3,000.00	0.00	2,530.00	470.00	84.33
11-00-5240 FUEL & LUBE	4,881.92	10,000.00	531.97	3,484.46	6,515.54	34.84
TOTAL SUPPLIES & MATERIALS	7,191.60	48,060.00	2,974.23	25,173.12	22,886.88	52.38

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MAINTENANCE & REPAIRS						
11-00-5320 MAINT OF EQUIPMENT	10,618.47	12,500.00	2,667.00	10,212.12	2,287.88	81.70
11-00-5330 MAINT OF RADIO	910.70	1,500.00	0.00	712.00	788.00	47.47
11-00-5340 MAINT OF VEHICLE	13,895.34	22,750.00	396.14	18,142.49	4,607.51	79.75
11-00-5345 MAINT OF BUILDING	47,764.63	140,500.00	1,033.93	9,095.17	131,404.83	6.47
TOTAL MAINTENANCE & REPAIRS	73,189.14	177,250.00	4,097.07	38,161.78	139,088.22	21.53
OCCUPANCY						
11-00-5401 COMMUNICATION	9,092.01	30,150.00	14,922.10	21,361.63	8,788.37	70.85
11-00-5403 UTILITIES	10,633.50	16,000.00	1,291.82	7,207.29	8,792.71	45.05
TOTAL OCCUPANCY	19,725.51	46,150.00	16,213.92	28,568.92	17,581.08	61.90
CONTRACTUAL SERVICES						
11-00-5514 SPECIAL SERVICES	14,971.05	19,000.00	0.00	17,910.08	89.92	99.50
11-00-5515 UNIFORMS	0.00	3,500.00	0.00	2,051.68	1,448.32	58.62
11-00-5551 FIREMEN ADGD	11,274.00	4,000.00	0.00	2,635.00	1,365.00	65.88
TOTAL CONTRACTUAL SERVICES	26,245.05	25,500.00	0.00	22,596.76	2,903.24	88.61
OTHER CHARGES						
11-00-5605 TRAVEL & TRAINING	4,360.13	12,000.00	1,871.94	8,087.89	3,912.11	67.40
11-00-5615 DUES, SUBSCRIPTIONS & FEE	2,295.70	3,750.00	533.11	2,384.85	1,365.15	63.60
11-00-5653 SPECIAL EVENTS	1,145.00	4,000.00	190.00	826.73	3,173.27	20.67
11-00-5655 EQUIPMENT RENTAL	2,228.42	2,575.00	112.12	1,108.95	1,466.05	43.07
TOTAL OTHER CHARGES	10,029.25	22,325.00	2,707.17	12,408.42	9,916.58	55.58
CAPITAL OUTLAY						
11-00-6010 EQUIPMENT	0.00	19,300.00	0.00	0.00	19,300.00	0.00
11-00-6122 FIRE TRUCK	0.00	52,000.00	0.00	0.00	52,000.00	0.00
TOTAL CAPITAL OUTLAY	0.00	71,300.00	0.00	0.00	71,300.00	0.00
TOTAL 00-NON-PROGRAM	141,050.98	482,876.00	38,708.43	162,841.82	320,034.18	33.72
TOTAL FIRE-VOLUNTEER	141,050.98	482,876.00	38,708.43	162,841.82	320,034.18	33.72

MUNICIPAL COURT

00-NON-PROGRAM

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL COSTS						
12-00-5101 OPERATIONAL SALARIES	116,910.36	168,700.00	18,596.16	95,462.06	73,237.94	56.59
12-00-5116 LONGEVITY	1,530.00	735.00	57.75	789.75	(54.75)	107.45
12-00-5117 OVERTIME	310.99	2,000.00	49.96	564.60	1,435.40	28.23
12-00-5150 SOCIAL SECURITY	9,220.66	13,000.00	1,384.56	7,554.04	5,445.96	58.11
12-00-5151 RETIREMENT	10,236.17	13,200.00	1,419.82	7,470.42	5,729.58	56.59
12-00-5155 GROUP INSURANCE	21,487.06	29,245.00	2,375.96	16,290.00	12,955.00	55.70
12-00-5156 WORKER'S COMPENSATION	730.84	650.00	225.44	688.29	(38.29)	105.89
TOTAL PERSONNEL COSTS	160,426.08	227,530.00	24,109.65	128,819.16	98,710.84	56.62
SUPPLIES & MATERIALS						
12-00-5201 SUPPLIES	4,694.04	6,750.00	443.58	3,221.30	3,528.70	47.72
12-00-5203 POSTAGE	2,322.26	3,000.00	226.56	2,134.65	865.35	71.16
12-00-5206 OFFICE EQUIPMENT	0.00	1,250.00	0.00	0.00	1,250.00	0.00
12-00-5217 JANITORIAL SUPPLIES	68.39	250.00	0.00	0.00	250.00	0.00
TOTAL SUPPLIES & MATERIALS	7,084.69	11,250.00	670.14	5,355.95	5,894.05	47.61
MAINTENANCE & REPAIRS						
12-00-5306 SOFTWARE MAINTENANCE	12,488.40	8,300.00	0.00	7,601.52	698.48	91.58
12-00-5320 MAINT OF EQUIPMENT	165.00	500.00	0.00	0.00	500.00	0.00
12-00-5345 MAINTENANCE OF BUILDING	0.00	500.00	0.00	424.50	75.50	84.90
TOTAL MAINTENANCE & REPAIRS	12,653.40	9,300.00	0.00	8,026.02	1,273.98	86.30
OCCUPANCY						
12-00-5401 COMMUNICATIONS	3,825.63	7,110.00	529.34	3,364.09	3,745.91	47.31
12-00-5403 UTILITIES	2,044.74	3,200.00	247.68	1,825.51	1,374.49	57.05
TOTAL OCCUPANCY	5,870.37	10,310.00	777.02	5,189.60	5,120.40	50.34
CONTRACTUAL SERVICES						
12-00-5505 PROFESSIONAL SERVICES	9,750.00	16,200.00	875.00	6,922.10	9,277.90	42.73
12-00-5507 CREDIT CARD PROCESSING FEE	0.00	2,000.00	492.03	2,765.49	(765.49)	138.27
12-00-5515 UNIFORMS	0.00	250.00	0.00	0.00	250.00	0.00
12-00-5522 JURY EXPENSE	432.00	750.00	0.00	0.00	750.00	0.00
12-00-5545 DEBT COLLECTION SERVICES	4,713.02	8,500.00	0.00	3,285.82	5,214.18	38.66
12-00-5561 CONTRACTED SERVICES	2,406.80	6,350.00	226.19	2,211.81	4,138.19	34.83
12-00-5567 TEEN COURT ADMINISTRATOR	939.56	1,500.00	0.00	77.75	1,422.25	5.18
12-00-5580 EMPLOYEE BOND	0.00	200.00	71.00	71.00	129.00	35.50
TOTAL CONTRACTUAL SERVICES	18,241.38	35,750.00	1,664.22	15,333.97	20,416.03	42.89

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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OTHER CHARGES

12-00-5601 ADVERTISING	0.00	100.00	0.00	0.00	100.00	0.00
12-00-5605 TRAVEL & TRAINING	3,297.61	4,000.00	192.76	2,331.24	1,668.76	58.28
12-00-5615 DUES, SUBSCRIPTIONS & PUB	807.60	900.00	0.00	446.00	454.00	49.56
12-00-5655 EQUIPMENT RENTAL	1,081.49	2,300.00	625.36	1,149.72	1,150.28	49.99
12-00-5680 OVER/SHORT	(78.46)	0.00	(0.94)	(48.74)	48.74	0.00
TOTAL OTHER CHARGES	5,108.24	7,300.00	817.18	3,878.22	3,421.78	53.13

CAPITAL OUTLAY

TOTAL 00-NON-PROGRAM	209,384.16	301,440.00	28,038.21	166,602.92	134,837.08	55.27
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TOTAL MUNICIPAL COMPT	209,384.16	301,440.00	28,038.21	166,602.92	134,837.08	55.27
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PLANNING & DEVELOPMENT

00-NON-PROGRAM

PERSONNEL COSTS

15-00-5101 OPERATIONAL SALARIES	183,653.29	368,390.00	42,832.98	208,169.83	160,220.17	56.51
15-00-5116 LONGEVITY	1,974.00	2,195.00	0.00	2,190.00	5.00	99.77
15-00-5117 OVERTIME	2,754.32	5,000.00	158.85	900.26	4,099.74	18.01
15-00-5150 SOCIAL SECURITY	14,766.65	28,835.00	3,194.12	16,482.51	12,352.49	57.16
15-00-5151 RETIREMENT	20,961.52	41,270.00	4,778.81	23,339.16	17,930.84	56.55
15-00-5155 GROUP INSURANCE	29,097.04	50,135.00	4,156.72	29,097.04	21,037.96	58.04
15-00-5156 WORKER'S COMPENSATION	954.50	2,000.00	405.99	1,239.52	760.48	61.99
TOTAL PERSONNEL COSTS	254,161.32	497,825.00	55,527.47	281,418.32	216,406.68	56.53

SUPPLIES & MATERIALS

15-00-5201 SUPPLIES	2,170.60	5,400.00	(929.56)	925.58	4,474.42	17.14
15-00-5203 POSTAGE	1,204.71	2,000.00	15.66	448.26	1,551.74	22.41
15-00-5206 OFFICE EQUIPMENT	299.99	1,150.00	0.00	532.85	617.15	46.33
15-00-5218 SPECIAL PRINTING	652.27	1,000.00	0.00	237.50	762.50	23.75
15-00-5240 FUEL & LUBE	1,653.94	5,000.00	271.54	1,067.90	3,932.10	21.36
TOTAL SUPPLIES & MATERIALS	5,986.51	14,550.00	(642.36)	3,212.09	11,337.91	22.08

MAINTENANCE & REPAIRS

15-00-5340 MAINT OF VEHICLE	19.95	2,000.00	0.00	1,744.65	255.35	87.23
TOTAL MAINTENANCE & REPAIRS	19.95	2,000.00	0.00	1,744.65	255.35	87.23

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OCCUPANCY						
15-00-5401 COMMUNICATIONS	4,031.91	9,500.00	468.18	3,763.74	5,736.26	39.62
15-00-5403 UTILITIES	1,970.54	3,200.00	295.21	1,975.51	1,224.49	61.73
TOTAL OCCUPANCY	6,002.45	12,700.00	763.39	5,739.25	6,960.75	45.19
CONTRACTUAL SERVICES						
15-00-5505 PROFESSIONAL SERVICES	124,049.69	305,000.00	18,601.92	160,082.71	144,917.29	52.49
15-00-5507 CREDIT CARD PROCESSING FEES	231.04	400.00	76.89	348.84	51.16	87.21
15-00-5513 RECORDING FEES	114.00	1,000.00	0.00	10.00	990.00	1.00
15-00-5515 UNIFORMS	424.92	1,100.00	0.00	478.36	621.64	43.49
15-00-5525 LEGAL SERVICES	0.00	0.00	2,773.00	34,832.03	34,832.03	0.00
TOTAL CONTRACTUAL SERVICES	124,819.65	307,500.00	21,451.81	195,751.94	111,748.06	63.66
OTHER CHARGES						
15-00-5601 ADVERTISING	3,334.55	5,000.00	405.14	2,779.91	2,220.09	55.60
15-00-5605 TRAVEL & TRAINING	415.00	9,800.00	320.00	3,410.60	6,389.40	34.80
15-00-5615 DUES, SUBSCRIPTION & PUB	3,761.91	4,300.00	1,665.84	3,940.13	359.87	91.63
15-00-5640 COMPUTER UPDATES-TRAINING	3,200.00	13,700.00	0.00	3,292.00	10,408.00	24.03
15-00-5652 HISTORICAL STRUCTURE REFUND	20,000.00	25,000.00	0.00	25,000.00	0.00	100.00
15-00-5655 EQUIPMENT RENTAL	3,521.02	6,000.00	502.39	3,471.24	2,528.76	57.85
15-00-5670 OVERHEAD ALLOCATION	0.00	(14,509.00)	(1,209.01)	(8,463.10)	(6,045.90)	58.33
TOTAL OTHER CHARGES	34,232.48	49,291.00	1,684.36	33,430.78	15,860.22	67.82
CAPITAL OUTLAY						
15-00-6000 CAPITAL OUTLAY	0.00	73,000.00	0.00	0.00	73,000.00	0.00
TOTAL CAPITAL OUTLAY	0.00	73,000.00	0.00	0.00	73,000.00	0.00
TOTAL 00-NON-PROGRAM	425,222.36	956,866.00	78,784.67	521,297.03	435,568.97	54.48
TOTAL PLANNING & DEVELOPMENT	425,222.36	956,866.00	78,784.67	521,297.03	435,568.97	54.48
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL COSTS						
18-10-5101 OPERATIONAL SALARIES-FW	226,451.45	450,140.00	47,889.96	228,622.53	221,517.47	50.79
18-10-5114 PRE-EMPLOYMENT - FW	90.00	300.00	0.00	35.00	265.00	11.67
18-10-5116 LONGEVITY	3,750.75	4,180.00	0.00	4,100.25	79.75	98.09
18-10-5117 OVERTIME-FW	4,608.82	20,000.00	1,439.57	5,356.59	14,643.41	26.78
18-10-5150 SOCIAL SECURITY	18,872.26	36,380.00	3,736.30	19,207.05	17,172.95	52.80
18-10-5151 RETIREMENT	25,972.04	52,115.00	5,466.99	26,203.21	25,911.79	50.28
18-10-5155 GROUP INSURANCE	49,214.32	96,095.00	6,746.67	48,511.32	47,583.68	50.48
18-10-5156 WORKER'S COMPENSATION	22,464.85	36,100.00	7,007.97	21,396.01	14,703.99	59.27
TOTAL PERSONNEL COSTS	351,424.49	695,310.00	72,286.46	353,431.96	341,878.04	50.83

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
SUPPLIES & MATERIALS						
18-10-5201 SUPPLIES	2,375.18	3,900.00	218.50	2,342.52	1,557.48	60.06
18-10-5203 POSTAGE	16.51	400.00	6.96	8.42	391.58	2.11
18-10-5206 OFFICE EQUIPMENT	0.00	5,400.00	99.98	243.97	5,156.03	4.52
18-10-5207 COMPUTER EQUIPMENT	118.46	1,000.00	14.99	14.99	985.01	1.50
18-10-5209 SAFETY/FIRST AID	537.79	1,500.00	70.27	625.00	875.00	41.67
18-10-5222 EQUIPMENT	1,970.97	4,400.00	0.00	3,525.20	874.80	80.12
18-10-5226 CHEMICALS	356.00	200.00	0.00	17.01	182.99	8.51
18-10-5228 SMALL TOOLS	301.24	2,500.00	18.92	589.36	1,910.64	23.57
18-10-5240 FUEL & LUBE	19,582.40	42,600.00	1,837.40	12,419.69	30,180.31	29.15
18-10-5246 STREET SIGNS & 911 ADDRESSI	1,550.08	3,500.00	887.26	1,544.66	1,955.34	44.13
18-10-5247 HOT MIX, ASPHALT, GRAVEL	10,038.57	20,000.00	233.60	14,690.19	5,309.81	73.45
TOTAL SUPPLIES & MATERIALS	36,847.20	85,400.00	3,387.88	36,021.01	49,378.99	42.18
MAINTENANCE & REPAIRS						
18-10-5320 EQUIPMENT MAINTENANCE	11,383.29	17,000.00	5,154.79	15,999.40	1,000.60	94.11
18-10-5340 VEHICLE MAINTENANCE	3,812.19	20,000.00	463.46	6,933.16	13,066.84	34.67
18-10-5345 BUILDING MAINTENANCE	740.35	4,000.00	60.42	1,260.18	2,739.82	31.50
18-10-5376 SIDEWALKS	1,650.20	2,000.00	0.00	799.34	1,200.66	39.97
18-10-5377 STREETS & BRIDGES	3,067.65	6,500.00	256.90	1,550.45	4,949.55	23.85
18-10-5378 DRAINAGE	60.00	7,500.00	0.00	54,750.80	47,250.80	730.01
18-10-5384 PUBLIC PARKING LOT MAINTENANCE	148.00	1,000.00	0.00	280.73	719.27	28.07
TOTAL MAINTENANCE & REPAIRS	20,861.68	58,000.00	5,935.57	81,574.06	23,574.06	140.64
OCCUPANCY						
18-10-5401 COMMUNICATION	3,353.46	7,910.00	637.11	4,982.50	2,927.50	62.99
18-10-5403 UTILITIES	3,134.17	6,100.00	277.99	2,188.13	3,911.87	35.87
TOTAL OCCUPANCY	6,487.63	14,010.00	915.10	7,170.63	6,839.37	51.18
CONTRACTUAL SERVICES						
18-10-5505 PROFESSIONAL SERVICES	475.00	15,000.00	1,840.00	15,262.50	262.50	101.75
18-10-5515 UNIFORMS	7,640.86	12,375.00	199.99	5,661.74	6,713.26	45.75
18-10-5530 ENGINEERING	0.00	6,500.00	0.00	5,000.00	1,500.00	76.92
18-10-5540 PROPERTY & LIABILITY INSURANCE	0.00	1,000.00	0.00	31.50	968.50	3.15
18-10-5544 UNEMPLOYMENT TAX	0.00	0.00	0.00	436.89	436.89	0.00
18-10-5546 TRANSFER STATION HAUL-OFF/M	4,221.31	15,000.00	1,515.21	5,329.28	9,670.72	35.53
18-10-5547 HAUL OFF - MISC.	3,354.29	8,850.00	0.00	4,491.71	4,358.29	50.75
TOTAL CONTRACTUAL SERVICES	15,691.46	58,725.00	3,555.20	36,213.62	22,511.38	61.67

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER CHARGES						
18-10-5601 ADVERTISING	0.00	1,000.00	150.00	571.25	428.75	57.13
18-10-5603 STREET LIGHTING	36,786.11	0.00	0.00	0.00	0.00	0.00
18-10-5605 TRAVEL & TRAINING	2,302.57	5,000.00	0.00	2,731.37	2,268.63	54.63
18-10-5615 DWES, SUBSCRIPTIONS & PUB	460.56	200.00	72.00	112.56	87.44	56.28
18-10-5651 DAMAGE CLAIMS	63.00	700.00	0.00	65.00	635.00	9.29
18-10-5655 EQUIPMENT RENTAL	1,366.95	7,500.00	71.29	809.84	6,690.16	10.80
18-10-5680 OVER/SHORT	(10.00)	0.00	0.00	0.00	0.00	0.00
18-10-5695 BUILDING/SECURITY CAMERAS	0.00	500.00	0.00	0.00	500.00	0.00
TOTAL OTHER CHARGES	40,969.19	14,900.00	293.29	4,290.02	10,609.98	28.79
CAPITAL OUTLAY						
18-10-6010 EQUIPMENT	0.00	124,000.00	0.00	4,000.00	120,000.00	3.23
18-10-6050 BUILDING	0.00	65,000.00	0.00	0.00	65,000.00	0.00
18-10-6132 STREET IMPROVEMENTS	0.00	745,000.00	829.07	90,637.05	654,362.95	12.17
18-10-6163 TAMIHAN VILLAGE DRIVE	0.00	45,000.00	0.00	0.00	45,000.00	0.00
TOTAL CAPITAL OUTLAY	0.00	979,000.00	829.07	94,637.05	884,362.95	9.67
TOTAL ADMINISTRATION	472,281.65	1,905,345.00	87,202.57	613,338.35	1,292,006.65	32.19
RECREATION						
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PERSONNEL COSTS						
SUPPLIES & MATERIALS						
MAINTENANCE & REPAIRS						
OCCUPANCY						
CONTRACTUAL SERVICES						
18-17-5505 PROFESSIONAL SERVICES	10,667.84	42,500.00	0.00	9,875.00	32,625.00	23.24
TOTAL CONTRACTUAL SERVICES	10,667.84	42,500.00	0.00	9,875.00	32,625.00	23.24
OTHER CHARGES						
TOTAL RECREATION	10,667.84	42,500.00	0.00	9,875.00	32,625.00	23.24
PARKS						
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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL COSTS						
18-19-5101 OPERATIONAL SALARIES-PARKS	149,892.44	382,540.00	40,848.28	190,815.40	191,724.60	49.88
18-19-5114 PRE-EMPLOYMENT - PARKS	180.00	450.00	0.00	360.00	90.00	80.00
18-19-5116 LONGEVITY	1,395.75	1,435.00	0.00	1,254.75	180.25	87.44
18-19-5117 OVERTIME-PARKS	7,480.29	15,000.00	1,087.58	8,950.04	6,049.96	59.67
18-19-5150 SOCIAL SECURITY	13,011.36	30,580.00	3,197.61	16,219.48	14,360.52	53.04
18-19-5151 RETIREMENT	17,580.08	43,310.00	4,637.70	22,085.01	21,224.99	50.99
18-19-5155 GROUP INSURANCE	38,076.18	96,095.00	5,424.96	37,555.97	58,539.03	39.08
18-19-5156 WORKER'S COMPENSATION	7,583.62	12,050.00	2,137.74	6,526.73	5,523.27	54.16
TOTAL PERSONNEL COSTS	235,199.72	581,460.00	57,333.87	283,767.38	297,692.62	48.80
SUPPLIES & MATERIALS						
18-19-5201 SUPPLIES	1,025.47	4,900.00	67.66	1,052.79	3,847.21	21.49
18-19-5203 POSTAGE	7.60	100.00	1.15	1.15	98.85	1.15
18-19-5206 OFFICE EQUIPMENT	0.00	100.00	0.00	0.00	100.00	0.00
18-19-5209 SAFETY/FIRST AID	573.34	3,700.00	206.85	644.21	3,055.79	17.41
18-19-5215 IRRIGATION SUPPLIES	972.80	4,000.00	0.00	2,863.84	1,136.16	71.60
18-19-5217 JANITORIAL SUPPLIES	1,291.06	3,500.00	300.00	2,132.58	1,367.42	60.93
18-19-5222 EQUIPMENT	1,619.77	4,400.00	1,126.11	2,536.61	1,863.39	57.65
18-19-5226 CHEMICALS/PESTICIDES	1,550.84	3,000.00	14.22	25.50	2,974.50	0.85
18-19-5228 SMALL TOOLS	203.71	2,000.00	0.00	1,100.33	899.67	55.02
18-19-5240 FUEL & LUBE	6,531.15	15,000.00	769.84	5,353.21	9,646.79	35.69
TOTAL SUPPLIES & MATERIALS	13,775.74	40,700.00	2,485.83	15,710.22	24,989.78	38.60
MAINTENANCE & REPAIRS						
18-19-5320 EQUIPMENT MAINTENANCE	7,565.37	13,000.00	218.63	6,079.75	6,920.25	46.77
18-19-5340 VEHICLE MAINTENANCE	1,683.87	11,000.00	2,050.85	7,574.62	3,425.38	68.96
18-19-5351 CITY HALL GROUNDS	598.47	1,500.00	0.00	746.69	753.31	49.78
18-19-5352 RIVERFRONT PARK EXPENSES	4,942.73	11,000.00	419.08	9,177.59	1,822.41	83.43
18-19-5353 LITTLE LEAGUE PARK EXPENS	0.00	1,600.00	1,401.66	1,429.02	170.98	89.31
18-19-5354 DOG PARK PARK EXPENSE	21.08	3,400.00	10.20	996.35	2,403.65	29.30
18-19-5356 OLD IRON BRIDGE	0.00	1,000.00	0.00	0.00	1,000.00	0.00
18-19-5357 FIREMAN'S PARK/SOFTBALL FIE	1,571.95	6,500.00	296.24	5,224.13	1,275.87	80.37
18-19-5359 RIVERPAK MAINTENANCE	10.50	2,000.00	0.00	74.85	1,925.15	3.74
18-19-5360 WAYFEST PARK - LOOP 150	952.75	1,700.00	0.00	1,062.26	637.74	62.49
18-19-5361 SPLASH PAD	77.82	2,000.00	0.00	0.00	2,000.00	0.00
18-19-5363 TREE USA MAINTENANCE PROGRAM	5,498.68	5,000.00	233.40	1,966.41	3,033.59	39.33
18-19-5364 BOB BRYANT PARK	1,206.21	9,362.00	210.58	5,444.32	3,917.68	58.15
18-19-5365 INDUSTRIAL PARK MAINTENANCE	0.00	400.00	0.00	0.00	400.00	0.00
18-19-5371 BASTROP RIVER OF LIGHTS	3,358.13	6,739.00	0.00	6,738.02	0.98	99.99
18-19-5374 JEWELL'S PARK	63.25	500.00	60.00	60.00	440.00	12.00
18-19-5381 GATEWAYS/HWY 71 LANDSCAPING	1,172.08	2,750.00	6.07	6.07	2,743.93	0.22
18-19-5385 KERR COMMUNITY PARK	854.46	1,499.00	145.00	844.34	654.66	56.33
TOTAL MAINTENANCE & REPAIRS	29,577.35	80,950.00	5,051.71	47,424.42	33,525.58	58.58

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OCCUPANCY						
18-19-5401 COMMUNICATIONS	2,366.70	4,940.00	451.48	2,591.28	2,348.72	52.46
18-19-5403 SPLASH PAD UTILITIES	1,109.95	10,000.00	617.43	2,053.48	7,946.52	20.53
18-19-5404 LITTLE LEAGUE UTILITIES	6,705.63	12,500.00	870.54	8,611.82	3,888.18	68.89
18-19-5405 TROT UTILITY IRRIGATION ME	4,424.01	7,000.00	556.22	6,093.15	906.85	87.05
18-19-5406 PARKS & TRAILS UTILITIES	14,360.27	16,300.00	1,435.60	13,255.58	3,044.42	81.32
TOTAL OCCUPANCY	28,966.56	50,740.00	3,931.27	32,605.31	18,134.69	64.26
CONTRACTUAL SERVICES						
18-19-5505 PROFESSIONAL SERVICES	374.89	6,800.00	0.00	3,548.50	3,251.50	52.18
18-19-5515 UNIFORMS	3,581.94	7,580.00	0.00	4,772.32	2,807.68	62.96
18-19-5551 RECREATION PROGRAM	378.13	6,000.00	159.80	1,436.96	4,563.04	23.95
TOTAL CONTRACTUAL SERVICES	4,334.96	20,380.00	159.80	9,757.78	10,622.22	47.88
OTHER CHARGES						
18-19-5601 ADVERTISING	0.00	3,250.00	1,310.83	1,460.83	1,789.17	44.95
18-19-5605 TRAVEL & TRAINING	2,981.24	3,300.00	237.48	2,898.35	401.65	87.83
18-19-5615 DUES, SUBSCRIPTION & FUB.	332.56	1,500.00	113.66	554.22	945.78	36.95
18-19-5655 EQUIPMENT RENTAL	793.61	1,700.00	214.15	1,529.07	170.93	89.95
TOTAL OTHER CHARGES	4,107.41	9,750.00	1,876.12	6,442.47	3,307.53	66.08
CAPITAL OUTLAY						
18-19-6013 PARK EQUIPMENT	0.00	13,000.00	0.00	0.00	13,000.00	0.00
18-19-6030 VEHICLES	(104.00)	0.00	0.00	0.00	0.00	0.00
18-19-6102 BOB BRIANT PARK	0.00	23,000.00	0.00	0.00	23,000.00	0.00
18-19-6105 LITTLE LEAGUE/CAP OUTLAY	0.00	8,000.00	0.00	0.00	8,000.00	0.00
18-19-6107 CAPITAL OUTLAY/RIVERFRONT	0.00	250,000.00	0.00	111,345.00	138,651.00	44.54
18-19-6137 RIVERWALK PROJECT	0.00	49,000.00	0.00	0.00	49,000.00	0.00
18-19-6203 SPECIAL PROJECTS	0.00	48,000.00	0.00	0.00	48,000.00	0.00
TOTAL CAPITAL OUTLAY	(104.00)	391,000.00	0.00	111,345.00	279,651.00	28.48
TOTAL PARKS	315,857.74	1,174,980.00	70,838.60	507,056.58	667,923.42	43.15
BUILDING MAINTENANCE						
PERSONNEL COSTS						
18-20-5100 OPERATIONAL SALARIES-CUST	46,999.74	114,870.00	10,053.62	49,696.39	65,173.61	43.26
18-20-5116 LONGEVITY	933.00	1,080.00	0.00	1,041.00	39.00	96.39
18-20-5117 OVERTIME-CUSTODIAN	138.42	700.00	0.00	182.56	517.44	26.08
18-20-5150 SOCIAL SECURITY	3,967.99	8,970.00	748.07	3,981.03	4,988.97	44.38
18-20-5151 RETIREMENT	5,593.51	12,820.00	1,115.01	5,610.04	7,209.96	43.76
18-20-5155 GROUP INSURANCE	15,822.27	33,425.00	2,065.10	14,483.70	18,941.30	43.33
18-20-5156 WORKER'S COMPENSATION	3,618.77	4,400.00	1,081.75	3,299.89	1,100.11	75.00
TOTAL PERSONNEL COSTS	79,073.70	176,265.00	15,067.55	78,294.61	97,970.39	44.42

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
SUPPLIES & MATERIALS						
18-20-5201 SUPPLIES	834.72	1,100.00	45.09	897.14	202.86	81.56
18-20-5206 EQUIPMENT	647.20	1,500.00	0.00	354.75	1,145.25	23.65
18-20-5217 JANITORIAL SUPPLIES	4,802.16	7,500.00	606.13	5,510.86	1,989.14	73.48
18-20-5240 FUEL & LUBE	385.48	1,300.00	45.93	316.99	983.01	24.38
TOTAL SUPPLIES & MATERIALS	6,669.56	11,400.00	697.15	7,079.74	4,320.26	62.10
MAINTENANCE & REPAIRS						
18-20-5320 EQUIPMENT MAINTENANCE	59.67	300.00	0.00	105.27	194.73	35.09
18-20-5340 VEHICLE MAINTENANCE	243.26	500.00	0.00	397.49	102.51	79.50
18-20-5345 BUILDING MAINTENANCE	77.50	500.00	0.00	38.37	461.63	7.67
TOTAL MAINTENANCE & REPAIRS	380.43	1,300.00	0.00	541.13	758.87	41.63
OCCUPANCY						
18-20-5403 UTILITIES	221.94	600.00	32.33	219.52	380.48	36.59
TOTAL OCCUPANCY	221.94	600.00	32.33	219.52	380.48	36.59
CONTRACTUAL SERVICES						
18-20-5515 UNIFORMS	666.95	1,600.00	0.00	742.61	857.39	46.41
TOTAL CONTRACTUAL SERVICES	666.95	1,600.00	0.00	742.61	857.39	46.41
OTHER CHARGES						
18-20-5601 ADVERTISING	175.70	300.00	0.00	0.00	300.00	0.00
18-20-5670 OVERHEAD ALLOCATION	0.00	(32,554.00)	(2,712.84)	(18,989.80)	(13,564.20)	58.33
TOTAL OTHER CHARGES	175.70	(32,254.00)	(2,712.84)	(18,989.80)	(13,264.20)	58.88
CAPITAL OUTLAY						
18-20-6000 CAPITAL OUTLAY	0.00	30,000.00	0.00	0.00	30,000.00	0.00
TOTAL CAPITAL OUTLAY	0.00	30,000.00	0.00	0.00	30,000.00	0.00
TOTAL BUILDING MAINTENANCE	87,188.28	188,911.00	13,084.19	67,887.81	121,023.19	35.94
TOTAL PUBLIC WORKS	885,995.51	3,311,736.00	171,125.36	1,198,157.74	2,113,578.26	36.18

LIBRARY

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00-NON-PROGRAM

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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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PERSONNEL COSTS

21-00-5101 OPERATIONAL SALARIES	189,784.67	380,421.00	45,051.38	215,328.02	165,092.98	56.60
21-00-5116 LONGEVITY, LIBRARY	2,910.00	3,935.00	0.00	2,895.00	1,040.00	73.57
21-00-5117 OVERTIME, LIBRARY	0.00	1,600.00	0.00	0.00	1,600.00	0.00
21-00-5150 SOCIAL SECURITY	15,083.38	29,595.00	3,354.74	17,078.17	12,506.83	57.73
21-00-5151 RETIREMENT	20,111.68	41,335.00	4,742.96	22,861.36	18,473.64	55.31
21-00-5155 GROUP INSURANCE	38,537.98	75,203.00	6,177.82	43,244.76	31,958.24	57.50
21-00-5156 WORKER'S COMPENSATION	1,111.66	1,435.00	332.47	1,014.62	420.38	70.71
TOTAL PERSONNEL COSTS	266,539.37	533,514.00	59,659.37	302,421.93	231,092.07	56.68

SUPPLIES & MATERIALS

21-00-5201 SUPPLIES	9,032.34	15,414.00	521.81	9,239.84	6,174.16	59.94
21-00-5203 POSTAGE	637.72	1,215.00	27.88	665.30	549.70	54.76
21-00-5210 SMALL EQUIPMENT	10,831.73	3,600.00	0.00	0.00	3,600.00	0.00
21-00-5217 JANITORIAL	566.57	500.00	19.76	19.76	480.24	3.95
21-00-5231 BOOKS	18,256.00	29,000.00	3,592.17	19,170.82	9,829.18	66.11
21-00-5232 AUDIO VISUALS	4,200.78	8,500.00	604.49	5,811.07	2,688.93	68.37
TOTAL SUPPLIES & MATERIALS	43,525.14	58,229.00	4,766.11	34,906.79	23,322.21	59.95

MAINTENANCE & REPAIRS

21-00-5302 BOOK MAINTENANCE	1,537.16	2,970.00	0.00	907.55	2,062.45	30.56
21-00-5320 EQUIPMENT MAINTENANCE	655.00	655.00	0.00	532.50	122.50	81.30
21-00-5325 COMPUTER MAINTENANCE	993.97	2,250.00	0.00	1,009.00	1,241.00	44.84
21-00-5345 BUILDING MAINTENANCE	7,427.70	9,600.00	673.94	4,206.37	5,393.63	43.82
TOTAL MAINTENANCE & REPAIRS	10,613.83	15,475.00	673.94	6,655.42	8,819.58	43.01

OCCUPANCY

21-00-5401 COMMUNICATION	10,843.23	19,224.00	764.15	10,192.00	9,032.00	53.02
21-00-5403 UTILITIES	12,529.02	23,000.00	1,404.31	9,627.06	13,372.94	41.86
TOTAL OCCUPANCY	23,372.25	42,224.00	2,168.46	19,819.06	22,404.94	46.94

CONTRACTUAL SERVICES

21-00-5505 PROFESSIONAL SERVICES	100.00	2,600.00	0.00	700.00	1,900.00	26.92
21-00-5533 LIBRARY AUTOMATION	4,520.40	4,525.00	0.00	4,500.20	24.80	99.45
21-00-5561 CONTRACTED SERVICES	7,744.00	16,640.00	1,360.00	7,276.00	9,364.00	43.73
TOTAL CONTRACTUAL SERVICES	12,364.40	23,765.00	1,360.00	12,476.20	11,288.80	52.50

OTHER CHARGES

21-00-5601 ADVERTISING	553.87	905.00	40.00	657.10	247.90	72.61
21-00-5605 TRAVEL & TRAINING	1,460.53	3,710.00	722.36	847.16	2,862.84	22.83
21-00-5615 DUES, SUBSCRIPTION & FUB	4,402.81	5,806.00	45.00	4,797.40	1,008.60	82.63
21-00-5655 EQUIPMENT RENTAL	838.17	1,450.00	99.00	770.30	679.70	53.12
21-00-5680 OVER/SHORT	73.35	25.00	0.20	2.36	27.36	9.44
TOTAL OTHER CHARGES	7,328.73	11,896.00	906.56	7,069.60	4,826.40	59.43

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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CAPITAL OUTLAY

TOTAL 00-NON-PROGRAM

TOTAL LIBRARY

BEOC ADMINISTRATION

00-NON-PROGRAM

PERSONNEL COSTS

OCCUPANCY

CONTRACTUAL SERVICES

OTHER CHARGES

*** TOTAL EXPENSES ***

*** END OF REPORT ***

202-WATER/WASTEWATER FUND

REVENUES

	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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CHARGES FOR SERVICES

WATER REVENUES

00-00-4101 WATER SALES-RESIDENTIAL	707,956.42	1,362,500.00	107,930.14	748,555.87	613,944.13	54.94
00-00-4102 WATER SALES-COMMERCIAL	604,556.37	1,100,900.00	103,118.58	714,035.22	386,864.78	64.86
00-00-4150 PENALTIES	18,398.13	32,700.00	2,938.00	20,783.31	11,916.69	63.56
00-00-4152 WATER TAPPING FEES	5,400.00	5,000.00	300.00	4,100.00	900.00	82.00
00-00-4154 WATER SERVICE FEES	11,045.00	22,000.00	1,255.00	9,355.00	12,645.00	42.52
00-00-4156 OTHER	150.00	0.00	0.00	400.00	(400.00)	0.00
TOTAL WATER REVENUES	1,347,505.92	2,523,100.00	215,541.72	1,497,229.40	1,025,870.60	59.34

WASTEWATER REVENUES

00-00-4201 WASTEWATER SALES-RESIDENTIAL	519,411.66	904,700.00	79,646.81	533,276.80	371,423.20	58.95
00-00-4202 WASTEWATER SALES-COMMERCIAL	406,627.23	686,700.00	63,031.81	435,452.03	251,247.97	63.41
00-00-4250 PENALTIES	13,265.23	23,880.00	2,324.72	13,919.96	10,060.04	58.05
00-00-4252 SEWER TAPPING FEES	750.00	2,000.00	300.00	1,500.00	500.00	75.00
00-00-4256 OTHER	0.00	5,000.00	150.00	450.00	4,550.00	9.00
TOTAL WASTEWATER REVENUES	940,054.12	1,622,380.00	145,453.34	984,598.79	637,781.21	60.69

OTHER REVENUE

INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	2,062.28	3,000.00	2,174.56	9,076.90	(6,076.80)	302.56
TOTAL INTEREST INCOME	2,062.28	3,000.00	2,174.56	9,076.90	(6,076.80)	302.56

INTERGOVERNMENTAL

MISCELLANEOUS						
00-00-4519 BACKFLOW TESTING COST	1,500.00	3,000.00	2,300.00	5,200.00	(2,200.00)	173.33
00-00-4547 BY THE WAY CAMPGROUND	9,755.34	22,000.00	4,196.18	4,196.18	17,803.82	19.07
00-00-4548 LCRA/MCID	49,959.15	85,000.00	10,948.00	71,653.57	13,346.43	84.30
TOTAL MISCELLANEOUS	61,214.49	110,000.00	17,444.18	81,049.75	28,950.25	73.68

TRANSFERS-IN

00-00-4732 TRANS IN - IMPACT FUND #303	0.00	0.00	0.00	246,683.39	(246,683.39)	0.00
00-00-4737 TRANS IN - FUND #725	0.00	0.00	0.00	37,026.59	(37,026.59)	0.00
TOTAL TRANSFERS-IN	0.00	0.00	0.00	283,709.98	(283,709.98)	0.00

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2016

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER SOURCES						
00-00-4810 INSURANCE PROCEEDS	0.00	0.00	0.00	441.85 (	441.85)	0.00
TOTAL OTHER SOURCES	0.00	0.00	0.00	441.85 (	441.85)	0.00
** TOTAL REVENUE **	2,350,836.81	4,258,480.00	388,613.80	2,856,106.57	1,402,373.43	67.07

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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NON-DEPARTMENT

00-NON-PROGRAM

WATER/WASTEWATER DEPT.

ADMINISTRATION

PERSONNEL COSTS

35-10-5101 OPERATIONAL SALARIES, W/WM	215,241.46	601,716.00	62,183.61	307,156.70	294,559.30	51.05
35-10-5114 PRE-EMPLOYMENT EXP, W/WM AD	180.00	500.00	0.00	0.00	500.00	0.00
35-10-5116 LONGEVITY, W/WM ADM	1,290.50	1,500.00	0.00	2,808.00	1,308.00	187.20
35-10-5117 OVERTIME, W/WM ADM	14,758.35	30,000.00	3,627.03	20,095.46	9,904.54	66.98
35-10-5150 SOCIAL SECURITY, W/WM ADM	18,910.39	48,520.00	5,022.31	26,700.04	21,819.96	55.03
35-10-5151 RETIREMENT, W/WM ADM	25,732.89	69,600.00	7,290.96	36,324.12	33,275.88	52.19
35-10-5155 GROUP INSURANCE, W/WM ADM	41,229.53	117,000.00	7,942.50	58,864.58	58,135.42	50.31
35-10-5156 WORKERS COMPENSATION, W/WM	14,644.68	21,275.00	4,653.96	14,196.57	7,078.43	66.73
35-10-5159 RETIREES BENEFITS, W/WM ADM	29,546.09	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL COSTS	361,533.89	890,111.00	90,720.37	466,145.47	423,965.53	52.37

SUPPLIES & MATERIALS

35-10-5201 SUPPLIES, W/WM ADM	3,249.50	9,000.00	221.45	3,467.27	5,532.73	38.53
35-10-5203 POSTAGE, W/WM ADM	1,141.70	4,500.00	84.75	1,724.79	2,775.21	38.33
35-10-5206 OFFICE EQUIPMENT/FURN, W/WM	0.00	1,000.00	0.00	0.00	1,000.00	0.00
35-10-5209 SAFETY/FIRST AID, W/WM ADM	2,896.61	6,950.00	0.00	1,787.48	5,162.52	25.72
35-10-5218 SPECIAL PRINTING, W/WM ADM	480.07	1,810.00	0.00	478.20	1,331.80	26.42
35-10-5228 SMALL TOOLS, W/WM ADM	0.00	200.00	0.00	0.00	200.00	0.00
35-10-5229 CONSERVATION PROGRAM, W ADM	1,780.98	11,250.00	0.00	0.00	11,250.00	0.00
35-10-5240 FUEL & LOBE, W/WM ADM	8,402.50	18,000.00	1,486.97	9,562.67	8,437.33	53.13
TOTAL SUPPLIES & MATERIALS	17,951.36	52,710.00	1,793.17	17,020.41	35,689.59	32.29

MAINTENANCE & REPAIRS

35-10-5320 EQUIPMENT MAINT, W/WM ADM	2,289.86	2,930.00	0.00	2,184.00	746.00	74.54
35-10-5325 COMPUTER MAINT/UPGRAD, W/WM	0.00	3,000.00	0.00	0.00	3,000.00	0.00
35-10-5340 BUILDING MAINTENANCE, W/WM	116.31	3,500.00	0.00	2,950.00	550.00	84.29
35-10-5345 VEHICLE MAINTENANCE, W/WM A	1,933.57	10,000.00	576.16	2,797.23	7,202.77	27.97
TOTAL MAINTENANCE & REPAIRS	4,339.74	19,430.00	576.16	7,931.23	11,498.77	40.82

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OCCUPANCY						
35-10-5401 COMMUNICATIONS, W/MW ADM	10,138.92	19,270.00	1,326.20	9,403.20	9,866.80	48.80
35-10-5403 UTILITIES, W/MW ADM	2,057.37	4,200.00	229.49	1,646.71	2,553.29	39.21
TOTAL OCCUPANCY	12,196.29	23,470.00	1,555.69	11,049.91	12,420.09	47.08
CONTRACTUAL SERVICES						
35-10-5505 PROFESSIONAL SERVICES, W/MW	7,214.02	20,000.00	350.00	32,701.28	12,701.28	163.51
35-10-5507 CREDIT CARD PROCESSING FEES	10,257.16	19,000.00	2,437.85	7,889.32	10,110.68	43.83
35-10-5509 PRO & LIAB INSURANCE, W/MW	24,560.89	32,250.00	8,013.98	24,036.17	8,213.83	74.53
35-10-5515 UTILITIES, W/MW ADM	6,829.03	12,900.00	0.00	5,391.16	7,508.84	41.79
35-10-5525 LEGAL SERVICES, W/MW ADM	21,089.81	50,000.00	36,093.50	157,716.92	107,716.92	315.43
35-10-5530 ENGINEERING/CONSULT, W/MW A	3,000.00	21,000.00	0.00	31,395.00	10,395.00	149.50
35-10-5544 UNEMPLOYMENT, W/MW ADM	3,224.80	0.00	0.00	0.00	0.00	0.00
35-10-5545 DEBT COLLECTION SERV, W/MW	19.47	250.00	49.86	151.84	98.16	60.74
35-10-5560 ADMINISTRATIVE SUPPORT, W/MW	309,761.62	455,160.00	37,930.00	265,510.00	189,650.00	58.33
35-10-5585 AQUA COIN, W ADM	0.00	89,500.00	0.00	0.00	89,500.00	0.00
TOTAL CONTRACTUAL SERVICES	385,956.80	699,060.00	84,875.19	524,791.69	174,268.31	75.07
OTHER CHARGES						
35-10-5601 ADVERTISING, W/MW ADM	4,477.94	6,000.00	198.44	198.44	5,801.56	3.31
35-10-5605 TRAVEL/TRAINING, W/MW ADM	6,807.95	14,000.00	140.46	4,228.59	9,771.41	30.20
35-10-5607 CONSUMER CONFIDENCE PFT, W	0.00	1,600.00	0.00	0.00	1,600.00	0.00
35-10-5610 BOND INSURANCE COST	19,993.66	0.00	0.00	0.00	0.00	0.00
35-10-5615 DUES, SUBSCRIPT, PUB, W/MW	300.08	3,400.00	188.50	400.02	2,999.98	11.77
35-10-5655 EQUIPMENT RENTAL, W/MW ADM	2,493.03	5,000.00	21.94	2,532.69	2,467.31	50.65
35-10-5679 BAD DEBTS, W/MW ADM	3,812.57	16,000.00	552.86	3,605.45	12,394.55	22.53
TOTAL OTHER CHARGES	37,885.23	46,000.00	1,102.20	10,965.19	35,034.81	23.84
CONTINGENCY						
35-10-5900 CONTINGENCY, W/MW ADM	0.00	10,000.00	0.00	0.00	10,000.00	0.00
TOTAL CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
CAPITAL OUTLAY						
DEBT SERVICE						
35-10-7121 2006 C of O's PRINC	10,004.19	17,150.00	1,429.17	10,004.19	7,145.81	58.33
35-10-7122 2006 C of O's INTEREST	5,826.31	9,270.00	772.50	5,407.50	3,862.50	58.33
35-10-7123 2007 C of O's PRINC	54,255.81	97,438.00	8,119.83	56,838.81	40,599.19	58.33
35-10-7124 2007 C of O's INTEREST	35,854.56	57,616.00	4,801.33	33,609.31	24,006.69	58.33
35-10-7131 2008A C of O's PRINC	40,965.75	72,293.00	6,024.42	42,170.94	30,122.06	58.33
35-10-7132 2008A C of O's INTEREST	38,115.00	36,607.00	3,050.58	21,354.06	15,252.94	58.33
35-10-7139 2010 GO REFUNDING PRINC	17,285.31	154,071.00	12,839.25	89,875.07	64,195.93	58.33
35-10-7140 2010 GO REFUNDING INTEREST	6,651.19	55,437.00	4,619.75	32,338.25	23,098.75	58.33
35-10-7145 TAX REV CERT 2012 PRINC	102,083.31	185,000.00	15,416.67	107,916.69	77,083.31	58.33
35-10-7146 2012 TAX CERT. INTEREST	72,100.00	120,100.00	10,008.33	70,058.31	50,041.69	58.33
35-10-7147 2013 TAX & LIM REV CO PRINC	32,526.69	103,320.00	8,610.00	60,270.00	43,050.00	58.33
35-10-7148 2013 TAX & LIM REV CO INT	80,771.81	136,792.00	11,399.33	79,795.31	56,996.69	58.33

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
35-10-7149 CO 2014 SERIES-PRINC	122,193.75	235,125.00	19,593.75	137,156.25	97,968.75	58.33
35-10-7150 CO 2014 SERIES-INT	106,291.01	158,582.00	13,215.09	92,505.63	66,076.37	58.33
35-10-7152 CO REFUNDING SER 2014 INT	4,361.63	21,510.00	1,792.46	12,546.90	8,963.10	58.33
TOTAL DEBT SERVICE	729,286.32	1,460,311.00	121,692.46	851,847.22	608,463.78	58.33
TRANSEERS OUT						
35-10-8130 TRANS OUT-VEHICLE/EQUIP RPL	0.00	275,000.00	0.00	0.00	275,000.00	0.00
35-10-8140 UB DEBT SERV TRANS #304, W/	100,333.38	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSEERS OUT	100,333.38	275,000.00	0.00	0.00	275,000.00	0.00
TOTAL ADMINISTRATION	1,649,483.01	3,476,092.00	302,315.24	1,889,751.12	1,586,340.88	54.36
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS						
35-41-5212 CHEMICALS, W/WW DIST	0.00	300.00	0.00	239.97	60.03	79.99
35-41-5215 NEW METERS, W/WW DIST	0.00	18,200.00	0.00	7,613.53	10,586.47	41.83
35-41-5228 SMALL TOOLS, W/WW DIST	1,335.35	3,300.00	64.30	2,982.43	317.57	90.38
TOTAL SUPPLIES & MATERIALS	1,335.35	21,800.00	64.30	10,835.93	10,964.07	49.71
MAINTENANCE & REPAIRS						
35-41-5303 SYSTEM MAINTENANCE, W/WW DI	12,361.42	53,000.00	3,931.18	29,891.71	23,108.29	56.40
35-41-5320 EQUIPMENT MAINT, W/WW DIST	1,203.81	20,400.00	9,228.69	17,800.36	2,599.64	87.26
TOTAL MAINTENANCE & REPAIRS	13,565.23	73,400.00	13,159.87	47,692.07	25,707.93	64.98
OCCUPANCY						
CONTRACTUAL SERVICES						
35-41-5505 PROFESSIONAL SERVICE, W/WW	1,444.20	4,840.00	1,379.75	3,189.35	1,650.65	65.90
35-41-5511 MAPPING, W/WW DIST	0.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL CONTRACTUAL SERVICES	1,444.20	9,840.00	1,379.75	3,189.35	6,650.65	32.41
OTHER CHARGES						
35-41-5655 EQUIPMENT RENTAL, W/WW DIST	148.50	1,500.00	0.00	497.50	1,002.50	33.17
TOTAL OTHER CHARGES	148.50	1,500.00	0.00	497.50	1,002.50	33.17
CAPITAL OUTLAY						
35-41-6320 ELEVATED STORAGE TANK HWY20	0.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00
TOTAL CAPITAL OUTLAY	0.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00
TOTAL W/WW DISTRIBUT/COLLECT	16,493.28	2,406,540.00	14,603.92	62,214.85	2,344,325.15	2.59

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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WATER PRODUCTION/TREAT

SUPPLIES & MATERIALS

35-43-5212 CHEMICALS, W PROD	18,642.19	30,000.00	5,315.92	17,762.12	12,237.88	59.21
35-43-5228 SMALL TOOLS, WATER PROD	320.58	1,000.00	95.00	646.52	353.48	64.65
TOTAL SUPPLIES & MATERIALS	18,962.77	31,000.00	5,410.92	18,408.64	12,591.36	59.38

MAINTENANCE & REPAIRS

35-43-5303 SYSTEM MAINTENANCE, W PROD	125.45	49,200.00	325.00	2,780.61	46,419.39	5.65
35-43-5320 EQUIPMENT MAINT, W PROD	23,991.12	155,512.00	8,694.58	159,528.54	4,016.54	102.58
TOTAL MAINTENANCE & REPAIRS	24,116.57	204,712.00	9,019.58	162,309.15	42,402.85	79.29

OCCUPANCY

35-43-5403 UTILITIES, WATER PROD	75,197.85	116,000.00	9,978.84	59,189.63	56,810.37	51.03
TOTAL OCCUPANCY	75,197.85	116,000.00	9,978.84	59,189.63	56,810.37	51.03

CONTRACTUAL SERVICES

35-43-5505 PROFESSIONAL SERV, WATER PR	12,016.70	21,350.00	5,755.00	13,928.70	7,421.30	65.24
35-43-5506 LAB FEES, WATER PROD	7,831.76	25,000.00	275.00	5,685.30	19,314.70	22.74
35-43-5524 PUMPING FEES, WATER PROD	37,460.40	84,000.00	6,714.60	40,287.60	43,712.40	47.96
TOTAL CONTRACTUAL SERVICES	57,308.86	130,350.00	1,234.60	59,901.60	70,448.40	45.95

CAPITAL OUTLAY

TOTAL WATER PRODUCTION/TREAT	175,586.05	482,062.00	25,643.94	299,809.02	182,252.98	62.19
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WW TREATMENT PLANT

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SUPPLIES & MATERIALS

35-46-5212 CHEMICALS, WW TP	12,679.61	29,000.00	2,989.57	13,218.66	15,781.34	45.58
35-46-5228 SMALL TOOLS, WW TP	489.79	800.00	366.47	544.12	255.88	68.02
TOTAL SUPPLIES & MATERIALS	13,169.40	29,800.00	3,356.04	13,762.78	16,037.22	46.18

MAINTENANCE & REPAIRS

35-46-5303 SYSTEM MAINT, WW TP	33,878.74	185,000.00	12,402.12	56,171.82	128,828.18	30.36
35-46-5320 EQUIPMENT MAINT, WW TP	18,958.27	60,100.00	41.56	7,319.42	52,780.58	12.18
TOTAL MAINTENANCE & REPAIRS	52,837.01	245,100.00	12,443.68	63,491.24	181,608.76	25.90

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2016

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OCCUPANCY						
35-46-5403 UTILITIES, WW TP	89,895.15	150,000.00	14,467.70	96,949.44	53,050.56	64.63
TOTAL OCCUPANCY	89,895.15	150,000.00	14,467.70	96,949.44	53,050.56	64.63
CONTRACTUAL SERVICES						
35-46-5505 PROFESSIONAL SERVICES, WW T	20,073.00	40,000.00	0.00	14,624.93	25,375.07	36.56
35-46-5506 LAB FEES, WW TP	22,373.54	37,000.00	845.00	16,378.18	20,621.82	44.27
TOTAL CONTRACTUAL SERVICES	42,446.54	77,000.00	845.00	31,003.11	45,996.89	40.26
CAPITAL OUTLAY						
35-46-6010 EQUIPMENT-CAP OUTLAY	0.00	93,692.00	0.00	93,400.00	292.00	99.69
TOTAL CAPITAL OUTLAY	0.00	93,692.00	0.00	93,400.00	292.00	99.69
TOTAL WW TREATMENT PLANT	199,348.10	595,592.00	31,112.42	298,606.57	296,985.43	50.14
TOTAL WATER/WASTEWATER DEPT.	2,039,910.44	6,960,286.00	373,675.52	2,550,381.56	4,409,904.44	36.64
*** TOTAL EXPENSES ***	2,039,910.44	6,960,286.00	373,675.52	2,550,381.56	4,409,904.44	36.64

*** END OF REPORT ***

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2016

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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TAXES & PENALTIES

00-00-4007 MOTEL/HOTEL TAX RECEIPTS

TOTAL TAXES & PENALTIES

1,437,387.74	2,800,000.00	285,275.55	1,444,832.20	1,355,167.80	51.60
1,437,387.74	2,800,000.00	285,275.55	1,444,832.20	1,355,167.80	51.60

INTEREST INCOME

00-00-4400 INTEREST EARNED

TOTAL INTEREST INCOME

1,070.08	1,500.00	808.02	3,437.11	1,937.11	229.14
1,070.08	1,500.00	808.02	3,437.11	1,937.11	229.14

MISCELLANEOUS

00-00-4514 MISCELLANEOUS INCOME

TOTAL MISCELLANEOUS

152.81	0.00	0.00	0.00	0.00	0.00
152.81	0.00	0.00	0.00	0.00	0.00

** TOTAL REVENUE **

1,438,610.63	2,901,500.00	286,083.57	1,448,269.31	1,353,230.69	51.70
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501-HOTEL/MOTEL TAX FUND

EXPENDITURES

	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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NON-DEPARTMENT

00-NON-PROGRAM

HOTEL/MOTEL TAX FUND

00-NON-PROGRAM

CONTRACTUAL SERVICES

80-00-5525 LEGAL	768.50	0.00	0.00	1,782.50	(1,782.50)	0.00
80-00-5555 BASTROP FAMILY CRISIS CENTE	1,800.00	1,667.00	0.00	1,667.00	0.00	100.00
80-00-5563 BASTROP CHAMBER OF COMMERCE	48,000.00	24,278.00	0.00	24,278.00	0.00	100.00
80-00-5564 BASTROP HISTORICAL SOCIETY	18,200.00	22,347.00	0.00	22,347.00	0.00	100.00
80-00-5565 BASTROP HOME/COMING COMMITTEE	20,400.00	20,788.00	0.00	20,788.00	0.00	100.00
80-00-5566 BASTROP OPERA HOUSE	50,700.00	126,555.00	0.00	58,555.00	68,000.00	46.27
80-00-5568 YMCA	0.00	6,478.00	0.00	0.00	6,478.00	0.00
80-00-5571 RETREAT AMERICA	1,950.00	0.00	0.00	0.00	0.00	0.00
80-00-5572 SUPCUP	6,250.00	0.00	0.00	0.00	0.00	0.00
80-00-5573 TEXAS NON-PROFIT THEATERS	5,150.00	0.00	0.00	0.00	0.00	0.00
80-00-5574 UPSTART, INC	14,000.00	13,308.00	0.00	0.00	13,308.00	0.00
80-00-5575 VISITOR CENTER	60,700.00	78,243.00	0.00	78,243.00	0.00	100.00
80-00-5576 BASTROP MARKETING CORPORATI	380,634.77	799,893.00	57,733.20	311,800.01	488,092.99	38.98
80-00-5577 DOWNTOWN BUSINESS ALLIANCE	50,800.00	45,854.00	0.00	45,854.00	0.00	100.00
80-00-5578 BASTROP FINE ARTS GUILD	8,000.00	0.00	0.00	0.00	0.00	0.00
80-00-5580 BRAG-SPEC FUNDING AGREEMENT	0.00	10,000.00	0.00	10,000.00	0.00	100.00
80-00-5582 TOUGH MUDDER	0.00	4,608.00	0.00	4,608.00	0.00	100.00
80-00-5583 FRIENDS OF FAIRVIEW	0.00	1,600.00	0.00	0.00	1,600.00	0.00
80-00-5589 BASTROP JUNETENTH COMMITTEE	5,450.00	5,000.00	0.00	5,000.00	0.00	100.00
TOTAL CONTRACTUAL SERVICES	672,803.27	1,160,619.00	57,733.20	584,922.51	575,696.49	50.40

OTHER CHARGES

80-00-5601 ADVERTISING/TML BOOTH	0.00	17,274.00	2,476.81	2,476.81	14,797.19	14.34
80-00-5667 SPECIAL EVENT EXPENSE	10,613.00	45,000.00	0.00	4,453.24	40,546.76	9.90
TOTAL OTHER CHARGES	10,613.00	62,274.00	2,476.81	6,930.05	55,343.95	11.13

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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CONTINGENCY

TRANSFERS OUT

80-00-8118 TRANS OUT-BAIRP FUND	40,159.00	166,513.00	13,876.08	97,132.56	69,380.44	58.33
80-00-8119 TRANS OUT - CONVENTION CENT	636,463.31	1,121,300.00	93,441.67	654,091.69	467,208.31	58.33
80-00-8121 TRANS OUT-RODEO ARENA FUND	0.00	93,000.00	0.00	93,000.00	0.00	100.00
80-00-8124 TRANS OUT - MAIN STREET PRO	43,750.00	75,000.00	6,250.00	43,750.00	31,250.00	58.33
TOTAL TRANSFERS OUT	720,372.31	1,455,813.00	113,567.75	887,974.25	567,838.75	61.00

TOTAL 00-NON-PROGRAM

	1,403,788.58	2,678,706.00	173,777.76	1,479,826.81	1,198,879.19	55.24
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TOTAL HOTEL/MOTEL TAX FUND

	1,403,788.58	2,678,706.00	173,777.76	1,479,826.81	1,198,879.19	55.24
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*** TOTAL EXPENSES ***

	1,403,788.58	2,678,706.00	173,777.76	1,479,826.81	1,198,879.19	55.24
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*** END OF REPORT ***

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **PUBLIC HEARING: Receive public input on a request for Amendments to the Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to the Created by Division of the Colony Municipal Utility District No. 1 being +/-1,491.04 acres in the Jose Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**
2. Party Making Request: **Melissa McCollum, Director of Planning and Development**
3. Nature of Request: (Brief Overview) Attachments: Yes X X No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No _____ N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
8. Staff Recommendation: **N/A (Public Hearing)**

This item is to conduct the Public Hearing to consider the Amendment to the Consent Agreement only.

The proposed amendment would revise the Consent Agreement to include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections. Other “clean-up” items are also addressed in the proposed amendment.

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None
10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None
11. Motion Requested: **N/A (Public Hearing)**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Public hearing, discussion, consideration and possible action on the First Amendment to the Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to the Created by Division of the Colony Municipal Utility District No. 1 being +/-1,491.04 acres in the Jose Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group Inc.
Location: Colony Subdivision north of State Highway 71
Utilities: The Colony MUD Water and Wastewater and Bluebonnet Electric

Background:

The applicant is requesting approval to amend certain terms and conditions of the Colony MUD Consent Agreement, which was originally approved by City Council in February 2004. The Consent Agreement describes the infrastructure design, construction, and land use standards that apply to the subdivision. The proposed amendment would revise the Consent Agreement to include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections. Other "clean-up" items are also addressed in the proposed amendment.

Comments:

Seventy-four property owner notifications were mailed May 10, 2016. As of this date, three (3) responses have been received - one (1) comment in favor one (1) comment opposed and one (1) comment has no objection to the proposed amendments.

Staff Recommendation:

Staff recommends approval of the proposed amendment. The proposed land use standards are consistent with other approved developments within the City's jurisdiction.

City Contact:

Melissa M. McCollum, AICP, LEED AP, Director Planning and Development Department
Wesley Brandon, PE, City Engineer

Attachments:

Letter from Forestar Real Estate Group, Original MUD Consent Agreement and Land Use Map, Proposed First Amendment to the Consent Agreement and Lot Matrix, and property owner responses.



May 9, 2016

City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602

Re: First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of The Colony Municipal Utility District No. 1

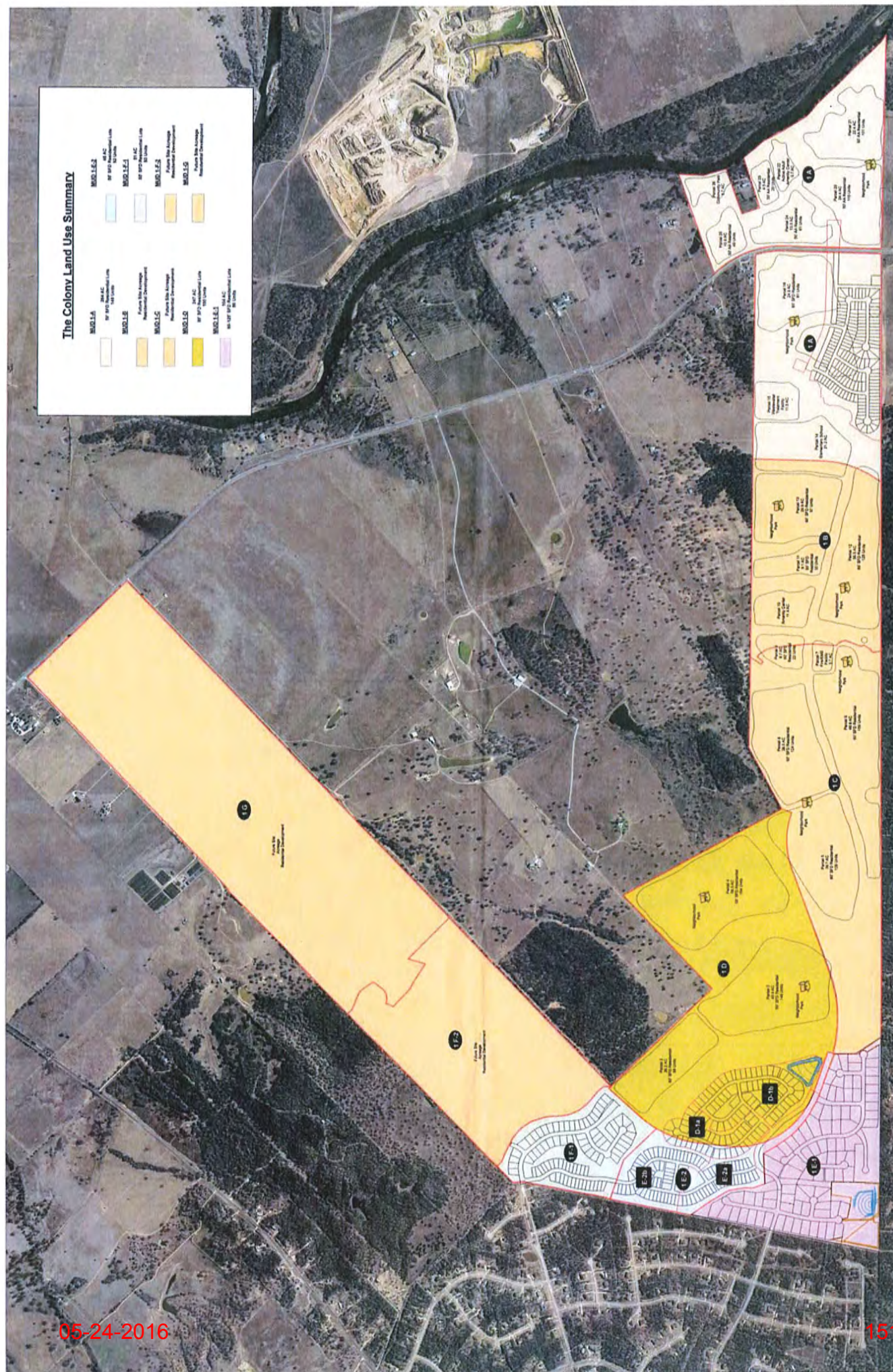
Honorable Mayor and City Council of the City of Bastrop, Texas:

As you know, the City and Forestar (USA) Real Estate Group Inc. are parties to a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Consent Agreement"), which established a regulatory process for the development of a portion of "The Colony" project, which is located within the City's extraterritorial jurisdiction. Forestar has worked closely with City staff on an amendment to the Consent Agreement that will (i) identify the development standards for single family residential lots developed in future phases of the project, (ii) revise the procedures for inspections and testing of subdivision infrastructure, and (iii) reflect certain administrative updates, and Forestar respectfully requests that the proposed amendment be approved by City Council. If you have any questions, please let me know.

Sincerely,

**FORESTAR (USA) REAL ESTATE
GROUP INC.**

By: Bred Stein
Name: Bred Stein
Title: VP



The Colony Land Use Summary

[illegible]

The Colony
Bastrop County, Texas

Carlson, Brigance & Doering, Inc.
Civil Engineering & Surveying

NEW/Proposed Amendments



**FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL
UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY
DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

This **FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO.1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "Amendment") is entered into effective as of _____, 2016 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("Forestar" or the "Developer") and successor-by-merger to Sabine Investment Company ("Sabine"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("District 1A"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("District 1B"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("District 1C"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("District 1D"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("District 1E"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("District 1F"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City's extraterritorial jurisdiction;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Consent Agreement, the Original District joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Consent Agreement, District 1A joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar at which time Forestar succeeded, by operation of law, to Sabine's interest in and to the Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006; and

WHEREAS, the Parties now desire to amend the Consent Agreement to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. **Defined Terms.** Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. **Lot Standards.** The Phases of the Project identified on **Exhibit "A"** to this Amendment are referred to herein as the "**Prior Phases**". All Phases of the Project not identified on **Exhibit "A"** are referred to herein as "**Future Phases**". Notwithstanding anything in Section 2.01 of the Consent Agreement to the contrary, the lot standards set forth on **Exhibit "B"** to this Amendment (the "**Lot Standards**") will apply to all Future Phases. Each of the Prior Phases was developed prior to the effective date of this Amendment and, therefore, will remain subject to the lot standards applicable to such Prior Phase as originally determined under the Consent Agreement. With respect to all Future Phases, if there is any conflict between any Applicable Rules and the Lot Standards, the Lot Standards will control.

3. **Inspections and Testing.** Pursuant to Section 2.02 of the Consent Agreement, if the entity contemplated to be responsible for conducting inspections and testing of roads, wastewater, and water infrastructure does not conduct such inspections and testing, the City has the right to perform and charge for the inspections and tests. For each Phase in which the City is to perform inspections and tests under Section 2.02 of the Consent Agreement, the City agrees that, to the extent that any Applicable Rules require an escrow or other similar deposit to fund the costs of the City's inspections, tests, and plan review for such Phase (each, an "**Escrow Deposit**"), the amount of the Escrow Deposit will not exceed two percent (2%) of the estimated construction costs of the facilities to be inspected and tested by the City within that Phase as determined by the opinion of probable costs for the Phase prepared by the Developer's design engineer. If the City's actual costs to perform the inspections, tests, and plan review for a Phase exceed the applicable Escrow Deposit, the City will invoice the Developer for the shortfall. Alternatively, if, after all City inspections and tests for a Phase have been completed, there are surplus funds in the Escrow Deposit for that Phase, the City will promptly refund the surplus to the Developer. Any Escrow Deposits held by the City as of the effective date of this Amendment will be reduced accordingly. Additionally, upon request by the Developer, the City may in its sole but reasonable discretion agree that, for any Phase, the Developer may directly engage a third-party inspector reasonably acceptable to the City to perform the inspections and tests that the City would otherwise perform for such Phase, in which event, (i) no Escrow Deposit for inspections and testing for that Phase will be required (it being understood that an Escrow Deposit for plan review will still be required); (ii) the City will not perform the inspections and tests for that Phase; and (iii) the Developer will provide copies of all inspection reports and tests results for the Phase to the City in a timely manner.

4. References to LCRA. The LCRA and Sabine, as predecessor to Forestar, previously entered into a "Wastewater Treatment Facility Construction and Service Agreement" dated September 21, 2004 (the "Wastewater Contract") under which the LCRA agreed to provide wholesale wastewater collection, treatment, and disposal services to the Successor Districts for the Project. Pursuant to an Assignment, Release and Permit Transfer and Renewal Agreement dated effective August 20, 2008 between the LCRA, Forestar, and District 1A, the LCRA subsequently assigned its interest in the Wastewater Contract to District 1A, which had been designated as the "Managing District" for the purpose of coordinating the design, construction, ownership, operation, and maintenance of the shared water and wastewater capacity and facilities that serve the Successor Districts pursuant to an Agreement Regarding Shared Water and Wastewater Capacity and Facilities for the Colony Districts dated effective April 14, 2008 (the "Shared Facility Agreement"). The Parties hereby agree that all references to the LCRA in the Consent Agreement will be deemed to refer to District 1A in its capacity as the "Managing District" under the Shared Facilities Agreement; provided, however, that where the Consent Agreement references compliance with LCRA's requirements, standards, and/or specifications for wastewater facilities, such provisions will be deemed instead to require compliance with the City's applicable requirements, standards, and/or specifications.

5. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

City:	City of Bastrop 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Manager
With Required Copy to:	Jo-Christy Brown Law Offices of Jo-Christy Brown, P.C. 1411 West Avenue, Suite 100 Austin, Texas 78701
Developer:	Forestar (USA) Real Estate Group Inc. 6300 Bee Cave Road Bldg. Two, Suite 500 Austin, Texas 78746-5149
With Required Copy to:	John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701
Successor Districts:	c/o Armbrust & Brown, PLLC Attn: John W. Bartram 100 Congress Avenue, Suite 1300 Austin, Texas 78701

6. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

7. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

EXHIBIT "A"

PRIOR PHASES

The Colony MUD 1E, Section 1, a subdivision in Bastrop County, Texas according to the plat recorded in Book 4, Pages 197-B, 198-A, and 198-B, Plat Records of Bastrop County, Texas, as amended, comprised of ±99.954 acres and containing 104 lots.

EXHIBIT "B"
LOT STANDARDS

City of Bastrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family	Single Family Residential													
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	70%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
Multi-Family	Multi family													
MF-1	MF-1	10,000 Sq. Ft.	600 Sq. Ft.	100'	100'	25'	15'	60'	15'	35'	80'	3 stories	50%	5%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	100'	125'									
Commercial	Commercial													
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'	60'	25'	20/25'	60'	2 stories	50%	5%
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'		25'	20/25'		1 story	50%	
GR	GR	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2 stories	50%	
CT	CT	12,000 Sq. Ft.	N/A	100'	110'	25'	10'		25'	20'		2 stories	50%	
C-1	C-1	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	50%	
C-2	C-2	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	65%	
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.											
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.											
	GR	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1)story.											
		Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
	C-1	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.											
		Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
	C-2	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.											
		Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
Footnotes	¹ This Lot Matrix controls in the event of a conflict with City of Bastrop development regulations, where this Lot Matrix is silent the Bastrop development regulations control.													
	² Maximum number of Living Unit Equivalence (LUE) will not exceed 2396 LUE's. (2500 Total LUE's inclusive of MUD 1E1)													



CONSENT AGREEMENT FOR
THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1
AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF
THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This "Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1" ("Agreement") is between the City of Bastrop, Texas ("the City"), a municipal corporation located in Bastrop County, Texas and Sabine Investment Company, a Delaware corporation ("Developer"). At the organizational meeting of the Board of Directors of The Colony Municipal Utility District No. 1 (the "Original District") and any district created by division of the Original District, as described below (a "Successor District"), that district must join in this Agreement for purposes of evidencing its agreement to be bound by the terms hereof. Additionally, before a District, as defined below, may call an election to authorize the issuance of bonds, notes, warrants or other obligations, all owners of land within that District must join in this Agreement for purposes of evidencing their agreement to be bound by the terms hereof, as provided in Section 4.01.

INTRODUCTION

Developer owns or controls approximately 1,491.04 acres of land ("Land") located within the extraterritorial jurisdiction ("ETJ") of the City. The Land is more particularly described on the attached Exhibit "A".

Developer intends to develop the Land as a mixed-use development, which will include single-family residential land uses, together with parkland and recreational amenities, and may include multi-family, commercial and retail land uses (collectively, the "Project"). Because the Project constitutes a significant area that will be developed in phases, Developer and the City wish to enter into this Agreement, which will provide a regulatory process for the development of the Project, will provide certainty with regard to the regulatory requirements applicable to the Project throughout the term of this Agreement, and will result in a high-quality development for the benefit of the present and future residents of the City as well as of the Project.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This "Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1" between the City of Bastrop, Texas and Developer.

Aqua WSC: Aqua Water Supply Corporation, a member owned, non-profit water supply corporation operating pursuant to Chapter 67 of the Texas Water Code.

City Manager: The City's City Manager.

Commission: The Texas Commission on Environmental Quality, or any successor agency hereafter created to exercise the power of supervision of municipal utility districts.

Land: The approximately 1,491.04 acres of land as more fully described on Exhibit "A".

Original District: The Colony Municipal Utility District No. 1, a district authorized to be created, with the consent of the City, by H.B. 3636, Acts of the 78th Legislative Session.

District: The Original District or any Successor District.

Districts: The Original District and all Successor Districts, collectively.

Effective Date of this Agreement: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

LCRA: The Lower Colorado River Authority, a conservation and reclamation district and political subdivision of the State of Texas.

Phase: A portion of the Land covered by an administratively complete master plan submitted to the City.

Project: The mixed use development of the Land, including single-family residential land uses, together with parkland and recreational amenities and possible multi-family, commercial and retail land uses.

Successor District: Any district created by division of the Original District, as contemplated by H.B. 3636, Acts of the 78th Legislative Session.

ARTICLE II DEVELOPMENT

Section 2.01. Applicable Rules; Development Plan.

(a) The Developer and the City agree that the Land will be developed in accordance with all applicable City regulations and ordinances, including, but not limited to the City's subdivision ordinance. Except as otherwise provided in this Agreement or separate agreement with the City, the City ordinances, rules, and regulations applicable to the development of the Land (the "Applicable Rules") during the term of this Agreement will be those City ordinances, rules, and regulations (collectively, "City Rules") in force and as interpreted by the City by policy or practice on the vesting date (the "Vesting Date"), as defined below, for each Phase of the Project. For purposes of this Agreement, each Phase will have a Vesting Date particular to it. The Vesting Date for each Phase will be the date on which the Developer submits to the City an administratively complete master plan covering that Phase. No City Rules adopted after the Vesting Date, whether by means of an ordinance, initiative, referendum, resolution, order, or otherwise, are or will be applicable to the development in a Phase, unless otherwise provided in this Agreement or applicable State law, or the application is agreed to, in writing, by Developer and the City. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

(b) The Developer proposes that the Land will be developed in Phases, and the Developer plans to activate, develop and build-out the Districts in a progressive and orderly manner, in compliance with this Agreement and the Applicable Rules. For purposes of this Agreement, the development within each Phase will be considered a separate "project" as that term is defined Section 245.001 of the Local Government Code. Prior to the Developer's submission of its first application for approval of a preliminary plan or plat, final plat, phasing agreement, building permit, or any related City approval for the land within a proposed Phase, the Developer agrees to file a master plan covering the Phase to the City for review and approval. This master plan will show a proposed conceptual layout of the land within the Phase, including preliminary land uses, preliminary street and utility layouts, preliminary drainage facilities, and preliminary park and recreational facilities. The City's approval of any such master plan will not be unreasonably withheld or delayed and, in the event the City does not approve any such master plan, the City will give written notice to Developer of the specific reasons for disapproval. The parties agree that a master plan is not required for the Original District and that the Original District will not have a Vesting Date unless an administratively complete master plan covering the Original District is submitted; however, the Developer agrees to provide the City an overall schematic showing the general nature of the development for the entire Original District at or before the time it submits the master plan for the first Phase. Any material change to an approved master plan will require re-submission of the master plan for City review and approval. Minor changes to a master plan, including minor modifications of street alignments, minor changes in lot lines, changes in lot sizes that do not result in a material increase in the overall density of development and minor variations of a preliminary plat or final plat from the master plan that do not materially increase the overall density of development of a Phase will not require an amendment to the master plan but shall be subject to the approval of the City's Director of Planning.

Section 2.02. Review/Submittal Fees. Developer agrees to timely pay the City's standard plat application fees, plan review fees and, if applicable under this Section, inspection and testing fees. As a condition of receiving City approval of such applications, reviews and, if applicable, inspections and testing, the Developer must also timely comply with all applicable rules, regulations and requirements of Aqua WSC and LCRA. The City intends to continue negotiations with Bastrop County for the purpose of reaching an agreement concerning a cooperative subdivision review process and a coordinated and equitable fee program. Until such an agreement becomes effective, the Developer must pay all applicable City fees; provided, however, the City will reduce its fees in an amount equivalent to the fees charged Developer by Bastrop County (as such fees exist on January 1, 2004) for plat applications and plan reviews which are applicable to the property covered by the application. After such an agreement between Bastrop County and the City becomes effective, the Developer must pay all applicable fees in accordance with the agreement. The parties contemplate that Bastrop County, LCRA and Aqua WSC will be responsible for inspecting and testing road, wastewater and water infrastructure, respectively, within the Land. So long as inspections and tests are conducted by these entities and copies of the inspection reports and/or test results provided to the City in a timely manner, the City will not perform inspections of these facilities and no related City inspection or testing fees will be assessed; provided, however, that the City will have the right to perform and charge for inspections and tests if (i) the entity otherwise responsible for conducting the inspection fails to conduct the inspection and (ii) following annexation of any area. In addition, the Developer must pay to the City within thirty (30) days of the Effective Date of this Agreement all of the City's reasonable expenses incurred in drafting and negotiating this Agreement in an amount not to exceed \$ 29,297.

Section 2.03 Restrictive Covenants. Developer agrees that restrictive covenants will be imposed against the land within each Phase at the time development within that Phase is commenced, which will specify a minimum dwelling size and contain other provisions which will enhance and protect the standard of development within the Project.

ARTICLE III CREATION AND OPERATION OF DISTRICTS

Section 3.01. Consent to Creation of Districts. The City acknowledges receipt of Developer's request, in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, for creation of the Districts over the Land. The City confirms its approval of the resolution attached as Exhibit "B", pursuant to the requirements of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, consenting to the inclusion of the Land within the Districts.

Section 3.02. Water and Wastewater Services to Districts.

The City and the Developer acknowledge and agree that water supply to the Districts will be provided by Aqua WSC and that wastewater treatment service to the Districts will be provided by the LCRA. The City will have no obligation to extend or provide water and wastewater services to the Land during the term of this Agreement.

Section 3.03.**Construction and Ownership of District Facilities**

(a) Except as hereinafter provided below (related to cases of conflict between the City's requirements and other), all water, wastewater, drainage and park facilities within a District must comply with all applicable City requirements and regulations. In this regard, the parties acknowledge and agree that Aqua WSC may not be required to provide water supply that meets applicable "fire flow" requirements; however, fire hydrants must be spaced and installed and water lines sized and constructed in compliance with City requirements regarding fire flow. No water, wastewater, drainage or park facilities may be constructed unless the plans and specifications for those facilities have been approved by the City and all other applicable governmental entities having jurisdiction. In the event of any conflict between the City's requirements and those of Aqua WSC (for water) or LCRA (for wastewater), the requirements of LCRA or Aqua WSC will control and the District's compliance with such requirements will be deemed sufficient to comply with this subsection, provided that, at a minimum, all water mains and fire hydrants shall conform to the City's requirements for sizing and valve locations and all water mains shall be at a minimum C-900, Class 150 or better. All District projects must be built in compliance with the City approved plans and specifications. The City will have the right to inspect all District facilities, whether constructed by the Developer or a District, and to assess and collect all inspection, review and approval fees related thereto, subject to Section 2.02 hereof. A District may reimburse the Developer for the cost of design and construction of any District facilities constructed by the Developer on behalf of the District to the extent authorized by the Commission, this Agreement and applicable statutes. To the extent a District is not permitted to reimburse the Developer for any facilities, the Developer will dedicate such facilities to the District without compensation.

(b) The internal water and wastewater infrastructure located within boundaries of each respective District must be conveyed to such District at the time the District issues bonds and reimburses the Developer for the costs of the facilities to the extent permitted by law and, thereafter, shall be owned and operated by the pertinent District or by the City at such time or times that the City acquires same pursuant to State law and this Agreement.

Section 3.04.**Area of and Limitations on Service**

Unless the prior approval of the City Council of the City is obtained, a District may not: (1) construct or install water or wastewater lines or facilities to serve areas outside the Land; (2) sell or deliver water or wastewater service to areas outside the District; or (3) annex or otherwise incorporate or join any land located outside the boundaries of the Land into the District.

Section 3.05.**Operation and Maintenance**

(a) Each District must either operate and maintain the water and wastewater system located within such District's boundaries, or may contract for operation and maintenance of its facilities. In addition to the requirements set forth in Section 3.03(a), above, all water and wastewater connections within each District must comply with the requirements of the Uniform Plumbing Code, all requirements of Aqua WSC (for water) and LCRA (for wastewater), and the requirements of the Commission. Water and wastewater service lines (those lines connecting individual customer connections to the street lines) must also comply with all standards and specifications of Aqua WSC

(for water) and LCRA (for wastewater), as applicable. To the extent that the City's standards and specifications for service lines conflict with those of Aqua WSC (for water) or LCRA (for wastewater), then the requirements of LCRA or Aqua WSC, whichever is applicable, will be given effect and the District's compliance with such requirements will be deemed sufficient to comply with this subsection.

(b) The Districts will promote water conservation, and will adopt a water conservation and drought management plan in compliance with the provisions of the Texas Water Code, as amended from time to time. In preparing such a plan, each District will use reasonable efforts to include the provisions of the City's Water Conservation Ordinance, as amended; however, if the City's Water Conservation Ordinance conflicts with the water conservation requirements of LCRA or Aqua WSC, then the requirements of LCRA or Aqua WSC, whichever is applicable, will be given effect and the District's compliance with such requirements will be deemed sufficient to comply with this subsection.

Section 3.06. Park and Recreational Facilities. Each District may operate and maintain the parks and recreational facilities located within the District's boundaries, or such facilities may be operated and maintained by a property owners' association.

Section 3.07. Filing of Budget and Audit Report. Each District will file (i) a copy of its annual audit, and (ii) a copy of its approved budget for the following fiscal year showing projected expenses and revenues with the City Clerk and the City Manager of the City within 30 days after approval by the Board of Directors.

Section 3.08. Annexation.

(a) The Land lies wholly within the ETJ of the City; is not bordered by another city, town, or village; and is anticipated to ultimately be scheduled for annexation by the City. The creation of the Districts, and the City's consent thereto, are for the purpose of promoting the orderly development and extension of utility services to the Land.

(b) In furtherance of the purposes of this Agreement, the Developer agrees, on behalf of itself, and its successors and assigns, and, upon each District's joinder in this Agreement, such District will covenant and agree, to the extent allowed by law, that, except upon written consent of the City Council, it will not: (1) seek or support any effort to incorporate any of the Land, or any part thereof; or (2) sign, join in, or direct to be signed any petition seeking to incorporate any of the Land, or to include any of the Land within any incorporated entity other than the City. The Developer and Districts further agree to support and cooperate with the City in the orderly annexation of the Land by the City, as provided in this Agreement.

(c) In order to allow for the orderly development of the Land and annexation of the Land by the City, the Original District will be divided into at least five Successor Districts. The City may annex any District at such time as it deems annexation is appropriate, subject to applicable state law and the terms of this Agreement. Prior to annexation of a District, the District must negotiate with the City the terms of a strategic partnership agreement as provided in Section 43.0751, Texas Local Government Code, under which the District will become a limited district which owns and maintains the parks and amenities located in the District (to the extent that such facilities are owned by the

District, and not by a homeowners' association), with the ability to enforce restrictive covenants. It is acknowledged that creation of a limited district, with separate taxing authority from that of the City, will require approval by the voters in the District. Any limited district that is created will be obligated to file its annual budget and audit with the City, in the same manner as is provided for a District under Section 3.07.

(d) Except as otherwise approved by the City in writing, no District will issue bonds for facilities other than facilities that will be owned by the District, in order to assure that the City is not required to assume debt associated with facilities that will not be owned by the City upon annexation. A District may issue bonds for the purpose of purchasing committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services.

(e) The City agrees not to annex or dissolve any District, in whole or in part, until: (1)(i) at least ninety percent (90%) by dollar amount of the total water, wastewater and drainage facilities for which District bonds may be authorized ("requisite percentage of District facilities") have been constructed, and (ii) Developer has been fully reimbursed by the applicable District for such requisite percentage of District facilities in accordance with the rules of the Commission; or (2) the City has expressly assumed the obligation to reimburse the Developer for such facilities at the time of annexation as required by Section 43.075, Texas Local Government Code, or (3) at the expiration or termination of this Agreement, as provided herein. Each District agrees that the requisite percentage of District facilities will be installed within seven (7) years from the date of City approval of the first final plat covering land within that District. If such installation of the requisite percentage of District facilities has not been accomplished within said seven (7) year period, the City, at its option, may annex the entire District and revoke its approval for the installation of any further facilities and revoke its authorization for the issuance of the balance of the District's unissued bonds; however, if the District has begun construction of any facilities and that construction is in progress, in good faith, at the expiration of seven (7) years, the annexation of the District, and the corresponding revocation of authority to issue bonds to finance these facilities, will be postponed until the construction is completed, the bonds issued and the purchase of those facilities is accomplished. At any time following the installation of the requisite percentage of District facilities, the annexation process may be completed and the District included within the corporate boundaries of the City subject to the terms and conditions of the strategic partnership agreement. The District will be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation. Upon the dissolution of the District, the City will, subject to the terms and conditions of the strategic partnership agreement, immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

(f) Upon annexation, the City reserves its right to charge customers within the Land for water, wastewater and other City services at rates which it deems appropriate under State Law.

Section 3.09. **Generally.** Developer will have the right to select the providers of cable television, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Project. At the time of annexation of a District, the utilities within such District will become subject to applicable City franchise requirements.

ARTICLE IV ISSUANCE OF BONDS

Section 4.01. Purposes. Each District may issue bonds or notes for the purpose of the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances, or contract rights therefor, necessary to (1) provide a water supply for municipal uses, domestic uses and commercial purposes; (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; (4) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code and (5) develop and maintain park and recreational facilities for the respective District as authorized pursuant to Subchapter N of Chapter 49, Texas Water Code (Sections 49.461, et seq.) of the Texas Water Code. Each District may reimburse the Developer in amounts and for purposes only as authorized by Commission rules and regulations. Prior to calling an election to authorize the issuance of bonds, each District must obtain and deliver to the City a written joinder in and consent to the terms of this Agreement executed by all of the owners of land within the boundaries of that District. In the event that any owner fails or refuses to execute such a joinder, the District must exclude the land owned by the non-joining landowner pursuant to the authority granted to the District under Section 49.303, Texas Water Code prior to calling the election.

Section 4.02. Notice to City. Each District must notify the City of its intention to issue bonds and notes, including bond anticipation notes and revenue notes, by filing the information described in this Section with the City. To the extent that Commission approval is necessary for the issuance of bonds or notes, the District must submit a copy of the bond application, including the engineering report and expected debt service schedule, to the City Manager at the time the District submits the application to the Commission, and the City reserves the right to contest any application to the Commission for approval of an engineering project and/or bond or note issue if the District is in violation of the material terms of this Agreement. To the extent that Commission approval is not necessary for the issuance of bonds or notes, the District must submit to the City Manager a copy of the District's proposed bond or note resolution or order and debt service schedule, with the debt service schedule showing debt service due on all debt of the District outstanding both before and after issuance of the proposed bonds and notes, at least 30 days prior to the anticipated date of execution of the proposed bond or note purchase agreement.

Section 4.03. Sale of Bonds or Notes. Each District will proceed to obtain the necessary authorization for issuance of its bonds or notes for financing the purchase or construction of its creation and organizational expenses, and water, wastewater and drainage facilities or contract rights prior to or simultaneously with the authorization of bonds or notes for any other purposes. Bonds or notes for financing District facilities must be amortized over a period of time not to exceed 25 years for any given bond or note issue. This maximum amortization period for any issue of notes or bonds may only be modified upon application of the Board of Directors of the District to the City Manager of the City, stating the reasons and necessity requiring modification of such requirement. Anything in this Article IV to the contrary notwithstanding, in connection with: (i) an advance bond or note refunding which (A) has a final maturity no longer than the final maturity on the refunded

bonds or notes, (B) will achieve a net present value savings of at least three percent (3%), and (C) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded; or (ii) any current bond or note refunding which (A) has a final maturity no longer than the final maturity on the refunded bonds or notes, (B) will achieve a net present value savings, and (C) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded, no City review or approval will be required other than the presentation to the City of evidence of compliance with the requirements in this sentence three business days prior to the execution of a note or bond purchase agreement for the refunding bonds or notes. Unless otherwise approved by the City Manager, the maturities of each bond or note issue of the District will be structured so that substantially level debt service will be maintained throughout the amortization period of each bond or note issue. It is specifically agreed that the District's bonds or notes, when issued, must be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

Section 4.04. Other Funds. A District may obtain and use funds and assets from any other available, lawful source to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets may include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the District; provided, however, that neither bonds nor notes shall be issued by the District for any purpose not specifically authorized pursuant to this Agreement.

ARTICLE V

TERM, ASSIGNMENT AND REMEDIES

Section 5.01. Term. The term of this Agreement will commence on the date that one or more counterparts of this Agreement, individually or taken together, bear the signatures of all of the parties (the "Effective Date"), and will continue for 25 years after the Effective Date unless otherwise terminated prior thereto pursuant to the terms of this Agreement. Upon the expiration of 25 years, this Agreement may be extended, at the Developer's request and with City Council approval, which will not be unreasonably withheld or delayed, for up to two successive fifteen (15) year periods. In addition, the City may extend the term of this Agreement for up to two successive fifteen (15) year periods upon thirty (30) day notice to the Developer and the Districts.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Developer and all then-existing Districts, or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City, the owners of the portion of the Land affected by the amendment or termination and Developer, and any existing District which contains such portion of the Land.

Section 5.03. Assignment. The Developer, its successors and assigns may, from time to time, transfer, convey or assign all or any part of its rights and obligations under this

Agreement with respect to all or any part of the land within a District owned by it (i) to a subsidiary or affiliate of Developer, or (ii) subject to the prior written consent of the City, which will not be unreasonably withheld or delayed, to a purchaser of a portion of the undeveloped Land. Provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the Developer under this Agreement and, if applicable, subject to City consent, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations under this Agreement to the extent of the land involved in such assignment or assignments, or to the extent approved by the City, if applicable. Except for the Original District, which is specifically authorized to assign its rights under this Agreement to the Successor Districts, no District may assign its obligations under this Agreement as to the land situated within that District's boundaries without written consent of the City. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a party hereto, whether judicial or non-judicial. If the Developer assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer or one District, the City may pursue all remedies against that nonperforming developer or District, but will not impede development activities of any performing developer or District as a result of that nonperformance.

Section 5.04. Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking a writ of mandamus from a Bastrop County District Court, or may give notice setting forth the event of default ("Notice") to the City. In addition, if the City fails to cure any alleged default within 45 days from the date the City receives the Notice, Developer may terminate this Agreement by providing written notice to the City as to all of the Land owned by Developer, or as to the portion of the Land affected by the default and/or Developer may pursue any remedy available to the Developer at law or in equity; however, any such remedy shall not revoke the City's consent to the creation or division of the Original District, or to the creation of the Successor Districts.

(b) If Developer defaults under this Agreement, the City must give Notice to Developer. If Developer fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than 45 days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may seek any remedy available to the City at law or in equity, however, any such remedy shall not revoke the City's consent to the creation or division of the Original District, or to the creation of the Successor Districts.

(c) If a District defaults under this Agreement, City may enforce this Agreement by seeking a writ of mandamus from a Bastrop County District Court, or may give Notice to the defaulting District. If a defaulting District fails to cure any alleged default within 45 days from the date the District receives the Notice, the City may seek any remedy available to the City at law or in equity, however, any such remedy shall not revoke the City's consent to the creation or division of the Original District, or to the creation of the Successor Districts.

(d) If a party defaults under this Agreement, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 5.05. Cooperation.

(a) The parties each agree to cooperate with each other to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

(b) The City agrees to cooperate with Developer, at Developer's expense, in connection with any waivers, permits or approvals Developer may need or desire from any regulatory authority other than the City in order to carry out the Project.

(c) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) A party may initiate mediation on any issues in dispute and the other parties must participate in good faith. The cost of mediation will be a joint expense, shared equally by each party.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01. Notice. Any notice or other communication given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile during regular office hours with confirming copy sent by one of the other described methods of notice set forth above. Notice by mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City:	City of Bastrop 904 Main St. Bastrop, Texas 78602 Attn: City Manager
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With Required Copy to:	Jo-Christy Brown Brown & Carls, L.L.P. 106 E. 6 th St., Ste. 550 Austin, Texas 78701
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Developer: Sabine Investment Company
1015 Main St.
Bastrop, Texas 78602
Attn: Steve Mills

With Required Copy to: Sue Brooks Littlefield
Armbrust & Brown, LLP
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. Developer may, by giving at least five days' written notice to the City, designate additional parties to receive copies of notices under this Agreement. Upon a District joining in this Agreement, that District will be added to this Agreement as a party for purposes of notice.

Section 6.02. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.03. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 6.04. Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 6.05. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.06. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 6.07. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Developer certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its organizational documents.

Section 6.08. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit "A" - Description of the Land

Exhibit "B" - District Consent Resolution

The undersigned parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP

Tom Scott

Tom Scott, Mayor
February 10, 2004

ATTEST:

Teresa Miertschin
Teresa Miertschin, City Secretary

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me the 10th day of February 2004, by Tom Scott, Mayor of the City of Bastrop, Texas, a municipal corporation, on behalf of the City.



(Seal)

Teresa Miertschin
Notary Public Signature

SABINE INVESTMENT COMPANY

By: Steve Mills
Steve Mills, President

Date: 2/23/04

STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me the 23rd day of February 2004 by Steve Mills, President of Sabine Investment Company, a Delaware corporation, on behalf of the corporation.

(Seal)



Tracie J. Bone
Notary Public Signature

EXHIBIT B

RESOLUTION NO. R-2004-3

**A RESOLUTION GRANTING THE CONSENT OF THE CITY OF
BASTROP, TEXAS, TO THE CREATION OF AND CONTAINING OTHER
PROVISIONS RELATING TO THE CREATION, OPERATION AND DIVISION OF
THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND THE CREATION,
OPERATION OF, AND ANNEXATION AND EXCLUSION OF LAND BY, THE
DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL
UTILITY DISTRICT NO. 1**

WHEREAS, on May 12, 2003, the City of Bastrop Texas (the "City"), received a Petition for Consent to the Creation of a Municipal Utility District, proposed to be known as The Colony Municipal Utility District No. 1 (the "District") covering approximately 1,491.04 acres of land located in the City's extraterritorial jurisdiction (the "Land"), a copy of which petition is attached as Exhibit A; and

WHEREAS, the proposed developer of the Land, Sabine Investment Company (the "Developer"), has advised the City that the Developer may ultimately desire to divide the District and to create up to a total of ten municipal utility districts (collectively, the "Subsequent Districts") on the Land for the Developer's proposed project, which is known as "The Colony" (the "Project"); and

WHEREAS, Section 42.042 of the Local Government Code provides that land within a city's extraterritorial jurisdiction may not be included within a district without the city's written consent; and

WHEREAS, by H.B. 3636, Acts of the 78th Legislative Session (the "Act"), the creation and future division of the District has been approved by the Legislature of the State of Texas, contingent upon the written consent of the City; and

WHEREAS, the City and the Developer have mutually agreed upon the terms of a written contract containing terms and provisions authorized by Section 54.016, Texas Water Code, to be entered into between the City and the Developer, and, upon creation of the District and the Subsequent Districts, to be entered into by District and each Subsequent District (the "Consent Agreement"); and

WHEREAS, the City wishes to confirm (i) its consent to the creation of the District pursuant to the Act; (ii) its consent to the division of the District into, and the creation of, the Subsequent Districts pursuant to the Act, (iii) its consent to the annexation of and the exclusion of land within the boundaries of the Land by the Subsequent Districts as provided herein, and (iv) its approval of the Consent Agreement attached hereto as Exhibit B (the "Consent Agreement"), NOW, THEREFORE,

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

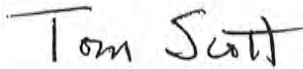
Section 1. That the City Council of the City of Bastrop, Texas, gives its written consent to the creation of the District, covering 1,491.04 acres of land located in the City's extraterritorial jurisdiction, as described in the petition attached hereto as Exhibit A and incorporated herein by reference, and as provided in the Act. At the organizational meeting of the Board of Directors of the District, the District must enter into and approve the Consent Agreement.

Section 2. That the City Council further consents to the division of the District and to the creation by division of up to a total of ten Subsequent Districts within the Land. No further action on the part of the City will be required to evidence its consent to the division of the District and/or the creation by division of any such Subsequent District, but the City agrees to provide specific resolutions confirming such consent if requested to do so by the Developer or any Subsequent District. At the organizational meeting of the Board of Directors of each Subsequent District created, each Subsequent District must enter into and approve the Consent Agreement.

Section 3. That the City Council consents to and agrees that any Subsequent District may annex or exclude land located within the boundaries of the Land pursuant to this Resolution and the Consent Agreement. No further action on the part of the City will be required to evidence its consent to the inclusion, annexation or exclusion of land located within the boundaries of the Land by any Subsequent District, but the City agrees to provide additional confirmation of its consent if requested to do so by the Developer or any such district.

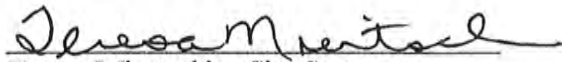
Section 4. The City's consent is specifically limited to the matters contained in this Resolution and nothing herein will otherwise abrogate, diminish or otherwise alter any rights, powers, privileges, functions or authority of the City granted to it by the laws of the State, including, but not limited to, Chapter 42 of the Local Government Code and Chapter 54 of the Water Code, related to the creation of special political districts in the City's extraterritorial jurisdiction.

PASSED AND APPROVED on the 10th day of February 2004.



Mayor, City of Bastrop, Texas

ATTEST:



Teresa Miertschin, City Secretary

Exhibit A

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioners"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

I.

The name of the proposed District is THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 ("District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code. The District further proposes to have the power to divide into two or more districts following the procedure set forth in Sections 51.749 through 51.758, Texas Water Code, and Petitioners request the City of Bastrop, Texas's (the "City") consent to such division and the creation of the resulting districts.

III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioners is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioners hold title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other

construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District containing the Land, as described in this Petition.

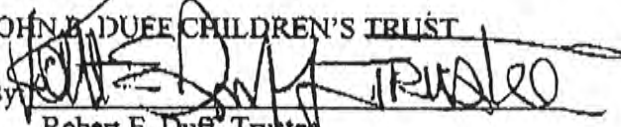
WHEREFORE, Petitioners pray that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 29TH day of April, 2003.

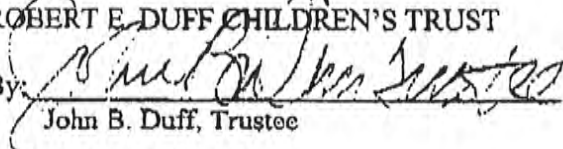
PETITIONERS:

JOHN B. DUFF CHILDREN'S TRUST

By: 

Robert E. Duff, Trustee

ROBERT E. DUFF CHILDREN'S TRUST

By: 

John B. Duff, Trustee

OF TEXAS
COUNTY OF Clallam

This instrument was acknowledged before me on the 28th day of April, 2003, by Robert E. Duff, Trustee of the John B. Duff Children's Trust, on behalf of said trust.



Suzanne R. Brdecka
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Clallam

This instrument was acknowledged before me on the 28th day of April, 2003, by John B. Duff, Trustee of the Robert E. Duff Children's Trust, on behalf of said trust.



Suzanne R. Brdecka
Notary Public, State of Texas

EXHIBIT A

A 697.62 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 1403.432 acre tract described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 550.032 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-2, and that 155.78 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-3, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

I.

The name of the proposed District is THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 ("District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code. The District further proposes to have the power to divide into two or more districts following the procedure set forth in Sections 51.749 through 51.758, Texas Water Code, and Petitioner requests the City of Bastrop, Texas's (the "City") consent to such division and the creation of the resulting districts.

III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other

construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land, as described in this Petition.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 29th day of April, 2003.

PETITIONER:

EMHUGH, LTD., a Texas limited partnership

By: MARED, L.L.C., a Texas limited liability company, its general partner

By: Edward L. Hughes
Edward L. Hughes, Manager

STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on the 29th day of April, 2003, by Edward L. Hughes, Manager of Mared, L.L.C., a Texas limited liability company, general partner of EMHUGH, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Brenda Arnold
Notary Public, State of Texas

EXHIBIT A

Tract 1: a 416.251 acre tract out of the Jose Manuel Bangs Survey, Bastrop County, Texas, more fully described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference.

Tract 2: an 87.16 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 287.16 acre tract described by metes and bounds on Exhibit A-2, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 200 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-3, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

I.

The name of the proposed District is THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 ("District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code. The District further proposes to have the power to divide into two or more districts following the procedure set forth in Sections 51.749 through 51.758, Texas Water Code, and Petitioner requests the City of Bastrop, Texas's (the "City") consent to such division and the creation of the resulting districts.

III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance and operation of such additional facilities,

systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land, as described in this Petition.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 5th day of May, 2003.

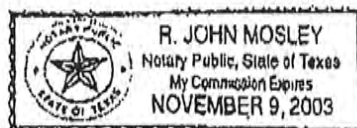
PETITIONER:

Patricia Leonard Mitchell
PATRICIA LEONARD MITCHELL

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 5th day of May, 2003, by Patricia Leonard Mitchell.

(SEAL)



[Signature]
Notary Public, State of Texas

EXHIBIT A

A 94.269 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 98.274 acre tract described by metes and bound on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 4.005 acre tract or parcel thereof more fully described by metes and bound on Exhibit A-2, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

I.

The name of the proposed District is THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 ("District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code. The District further proposes to have the power to divide into two or more districts following the procedure set forth in Sections 51.749 through 51.758, Texas Water Code, and Petitioner requests the City of Bastrop, Texas's (the "City") consent to such division and the creation of the resulting districts.

III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other

construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land, as described in this Petition.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 1st day of May, 2003.

PETITIONER:

SABINE INVESTMENT COMPANY, a
Delaware corporation

By: Steve Mills
Steve Mills, President

STATE OF TEXAS

§
§
§

COUNTY OF BASTROP

This instrument was acknowledged before me on the 1st day of May, 2003, by Steve Mills, President of Sabine Investment Company, a Delaware corporation, on behalf of said corporation.

Tracie J. Bone
Notary Public, State of Texas

(SEAL)

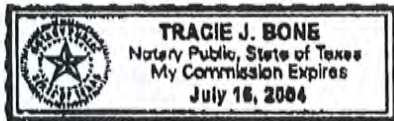


EXHIBIT A

A 195.74 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 200.00 acre tract described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 4.62 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-2, attached hereto and incorporated herein for all purposes.

X

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(please check $\sqrt$ one)

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

Property Owner Name: SITTERLE HOMES - AUSTIN LLC

Property Address: 224 SAM HOUSTON

Mailing Address: 2015 EVANS RD. #100 SAN ANTONIO, TX. 78158

Phone (optional): _____

Email (optional): bran.shields@live.com

Property Owner's Signature: _____

Comments: _____

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment – mailed 5/10/2016

RECEIVED
MAY 16 2016
By _____

X

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(please check $\sqrt$ one)

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

Property Owner Name: WILLIAM BRATTON

Property Address: 103 GUERRERO DR

Mailing Address: 103 GUERRERO DR

Phone (optional): 512. 948. 5709

Email (optional): _____

Property Owner's Signature: _____

Comments: _____

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment – mailed 5/10/2016

RECEIVED
MAY 16 2016
By _____

**CITY COUNCIL
NOTICE OF PUBLIC HEARING**

Dear Property Owner:

The **Bastrop City Council** will hold a public hearing at 6:30 p.m. on **Tuesday, May 24, 2016** in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider amendments to the Colony Consent Agreement. The Colony MUD is located within Area A of the City of Bastrop, Texas Extra Territorial Jurisdiction (ETJ).

Applicant: Forestar Real Estate Group Inc.

Legal Description: Being +/- 1,491.04 acres within the Jose Manuel Bangs Survey, A-5

**PLEASE SEE ENCLOSED -SITE LOCATION MAP WITH THIS NOTICE,
LETTER FROM FORESTAR REAL ESTATE GROUP AND LOT MATRIX**

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

X
X

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(please check ☒ one)

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

Property Owner Name: James P. Malek

Property Address: 162 Abanylo Dr

Phone (optional): _____

Mailing Address: Bastrop TX 78602

Email (optional): _____

Property Owner's Signature: Margal Malek

Comments:

Forestar Company lacks in communication with the residents of the Colony and that shows poor planning and development towards the

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment – mailed 5/10/2016

RECEIVED
MAY 16 2016

05-24-2016

By _____

in a trustworthy matter - JM

192

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

- 1. Agenda Item: Consideration, discussion and possible action on Amendments to the Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to the Created by Division of the Colony Municipal Utility District No. 1 being +/-1,491.04 acres in the Jose Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
- a) _____
- b) _____

- 8. Staff Recommendation: Staff recommends approval of the Amendment to the Consent Agreement for the Colony MUD.**

If approved, Council will consider the Final Plats for the Colony MUD 1D, Section 1 Phases A and B and MUD 1E, Section 2 Phases A and B. These are action items under New Business.

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None _____

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

- 11. Recommendation: Approve the Amendment to the Consent Agreement for the Colony MUD which will include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections. Other “clean-up” items are also addressed in the proposed amendment.**



**FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL
UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY
DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1**

This **FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "Amendment") is entered into effective as of _____, 2016 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("Forestar" or the "Developer") and successor-by-merger to Sabine Investment Company ("Sabine"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("District 1A"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("District 1B"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("District 1C"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("District 1D"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("District 1E"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("District 1F"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City's extraterritorial jurisdiction;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Consent Agreement, the Original District joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Consent Agreement, District 1A joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar at which time Forestar succeeded, by operation of law, to Sabine's interest in and to the Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006; and

WHEREAS, the Parties now desire to amend the Consent Agreement to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Lot Standards. The Phases of the Project identified on **Exhibit "A"** to this Amendment are referred to herein as the "Prior Phases". All Phases of the Project not identified on **Exhibit "A"** are referred to herein as "Future Phases". Notwithstanding anything in Section 2.01 of the Consent Agreement to the contrary, the lot standards set forth on **Exhibit "B"** to this Amendment (the "Lot Standards") will apply to all Future Phases. Each of the Prior Phases was developed prior to the effective date of this Amendment and, therefore, will remain subject to the lot standards applicable to such Prior Phase as originally determined under the Consent Agreement. With respect to all Future Phases, if there is any conflict between any Applicable Rules and the Lot Standards, the Lot Standards will control.

3. Inspections and Testing. Pursuant to Section 2.02 of the Consent Agreement, if the entity contemplated to be responsible for conducting inspections and testing of roads, wastewater, and water infrastructure does not conduct such inspections and testing, the City has the right to perform and charge for the inspections and tests. For each Phase in which the City is to perform inspections and tests under Section 2.02 of the Consent Agreement, the City agrees that, to the extent that any Applicable Rules require an escrow or other similar deposit to fund the costs of the City's inspections, tests, and plan review for such Phase (each, an "Escrow Deposit"), the amount of the Escrow Deposit will not exceed two percent (2%) of the estimated construction costs of the facilities to be inspected and tested by the City within that Phase as determined by the opinion of probable costs for the Phase prepared by the Developer's design engineer. If the City's actual costs to perform the inspections, tests, and plan review for a Phase exceed the applicable Escrow Deposit, the City will invoice the Developer for the shortfall. Alternatively, if, after all City inspections and tests for a Phase have been completed, there are surplus funds in the Escrow Deposit for that Phase, the City will promptly refund the surplus to the Developer. Any Escrow Deposits held by the City as of the effective date of this Amendment will be reduced accordingly. Additionally, upon request by the Developer, the City may in its sole but reasonable discretion agree that, for any Phase, the Developer may directly engage a third-party inspector reasonably acceptable to the City to perform the inspections and tests that the City would otherwise perform for such Phase, in which event, (i) no Escrow Deposit for inspections and testing for that Phase will be required (it being understood that an Escrow Deposit for plan review will still be required); (ii) the City will not perform the inspections and tests for that Phase; and (iii) the Developer will provide copies of all inspection reports and tests results for the Phase to the City in a timely manner.

4. References to LCRA. The LCRA and Sabine, as predecessor to Forestar, previously entered into a "Wastewater Treatment Facility Construction and Service Agreement" dated September 21, 2004 (the "Wastewater Contract") under which the LCRA agreed to provide wholesale wastewater collection, treatment, and disposal services to the Successor Districts for the Project. Pursuant to an Assignment, Release and Permit Transfer and Renewal Agreement dated effective August 20, 2008 between the LCRA, Forestar, and District 1A, the LCRA subsequently assigned its interest in the Wastewater Contract to District 1A, which had been designated as the "Managing District" for the purpose of coordinating the design, construction, ownership, operation, and maintenance of the shared water and wastewater capacity and facilities that serve the Successor Districts pursuant to an Agreement Regarding Shared Water and Wastewater Capacity and Facilities for the Colony Districts dated effective April 14, 2008 (the "Shared Facility Agreement"). The Parties hereby agree that all references to the LCRA in the Consent Agreement will be deemed to refer to District 1A in its capacity as the "Managing District" under the Shared Facilities Agreement; provided, however, that where the Consent Agreement references compliance with LCRA's requirements, standards, and/or specifications for wastewater facilities, such provisions will be deemed instead to require compliance with the City's applicable requirements, standards, and/or specifications.

5. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

City:	City of Bastrop 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Manager
With Required Copy to:	Jo-Christy Brown Law Offices of Jo-Christy Brown, P.C. 1411 West Avenue, Suite 100 Austin, Texas 78701
Developer:	Forestar (USA) Real Estate Group Inc. 6300 Bee Cave Road Bldg. Two, Suite 500 Austin, Texas 78746-5149
With Required Copy to:	John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701
Successor Districts:	c/o Armbrust & Brown, PLLC Attn: John W. Bartram 100 Congress Avenue, Suite 1300 Austin, Texas 78701

6. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

7. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

EXHIBIT "A"

PRIOR PHASES

The Colony MUD 1E, Section 1, a subdivision in Bastrop County, Texas according to the plat recorded in Book 4, Pages 197-B, 198-A, and 198-B, Plat Records of Bastrop County, Texas, as amended, comprised of ±99.954 acres and containing 104 lots.

EXHIBIT “B”

LOT STANDARDS

City of Bastrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family	Single Family Residential													
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	70%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
Multi-Family	Multi family													
MF-1	MF-1	10,000 Sq. Ft.	600 Sq. Ft.	100'	100'	25'	15'	60'	15'	35'	80'	3 stories	50%	5%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	100'	125'									
Commercial	Commercial													
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'	60'	25'	20/25'	60'	2 stories	50%	5%
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'		25'	20/25'		1 story	50%	
GR	GR	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2 stories	50%	
CT	CT	12,000 Sq. Ft.	N/A	100'	110'	25'	10'		25'	20'		2 stories	50%	
C-1	C-1	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	50%	
C-2	C-2	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	65%	
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.											
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.											
	GR	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1)story.											
		Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
	C-1	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.											
		Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
	C-2	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.											
		Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
Footnotes	¹ This Lot Matrix controls in the event of a conflict with City of Bastrop development regulations, where this Lot Matrix is silent the Bastrop development regulations control. ² Maximum number of Living Unit Equivalence (LUE) will not exceed 2396 LUE's. (2500 Total LUE's inclusive of MUD 1E1)													

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING RESPONSE TO MR. MICHAEL JOKOVICH AREA VICE PRESIDENT AND GENERAL MANAGER OF THE HYATT REGENCY LOST PINES RESORT & SPA REGARDING HIS RECOMMENDATION ABOUT ALTERING THE PREVIOUSLY AGREED UPON PLAN TO EXTEND A MODIFIED CONTRACTUAL AGREEMENT WITH THE HYATT REGENCY FOR THE BASTROP MARKETING CORPORATION.**

2. Party Making Request: **Mayor Kesselus**3. Nature of Request: (Brief Overview) Attachments: Yes ☒ No ☐

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

HYATT REGENCY LOST PINES RESORT & SPA DMO Recommendation

05.10.16



Hyatt Regency Lost Pines Vision Statement

204

The Hyatt Regency Lost Pines is a well established and successful resort located in Central Texas in the Lost Pines region. Creating memories and traditions throughout our natural setting by season has been the foundation of our culture.

The immediate goal is to drive group business while continuing to outperform the market in RevPAR. We will refine and grow our group market, while maintaining and strategically shifting leisure travel. National exposure for the resort will help support our initiatives. We are poised to drive occupancy, rate and continue with operational efficiencies.

The changes in the Austin competitive landscape focus on new inventory and renovations. Outdoor activities, nature and Bastrop's historic small town character are vital elements to the Lost Pines experience. New attractions are under construction east of Austin: ZIP Lost Pines, Wakeboarding Park and Nland Surf Park will enhance and expand our exposure to new markets.

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REGENCY

05-24-2016

Key Market Change Considerations

- Austin room supply is growing 8.4% while demand is growing 5.3%
- JW Marriott Austin, 1,012 rooms opened February 2015
- Westin Austin, 366 rooms, opened July 2015
- Hotel Van Zandt, by Kimpton, 319 rooms. Opened October 2015
- Fairmont Austin, 1,066 rooms, Preselling. Opening 2017, 1,068 rooms and 106k square feet meeting space
- Multiple renovations in Austin are creating positive energy in the group segment
- ABIA serviced 11.8M travelers in 2015
 - Increase of 42% over the past 10 years
 - Comparatively, San Antonio serviced 8.5M in 2015, increasing 6% over the same decade

ANDAZ

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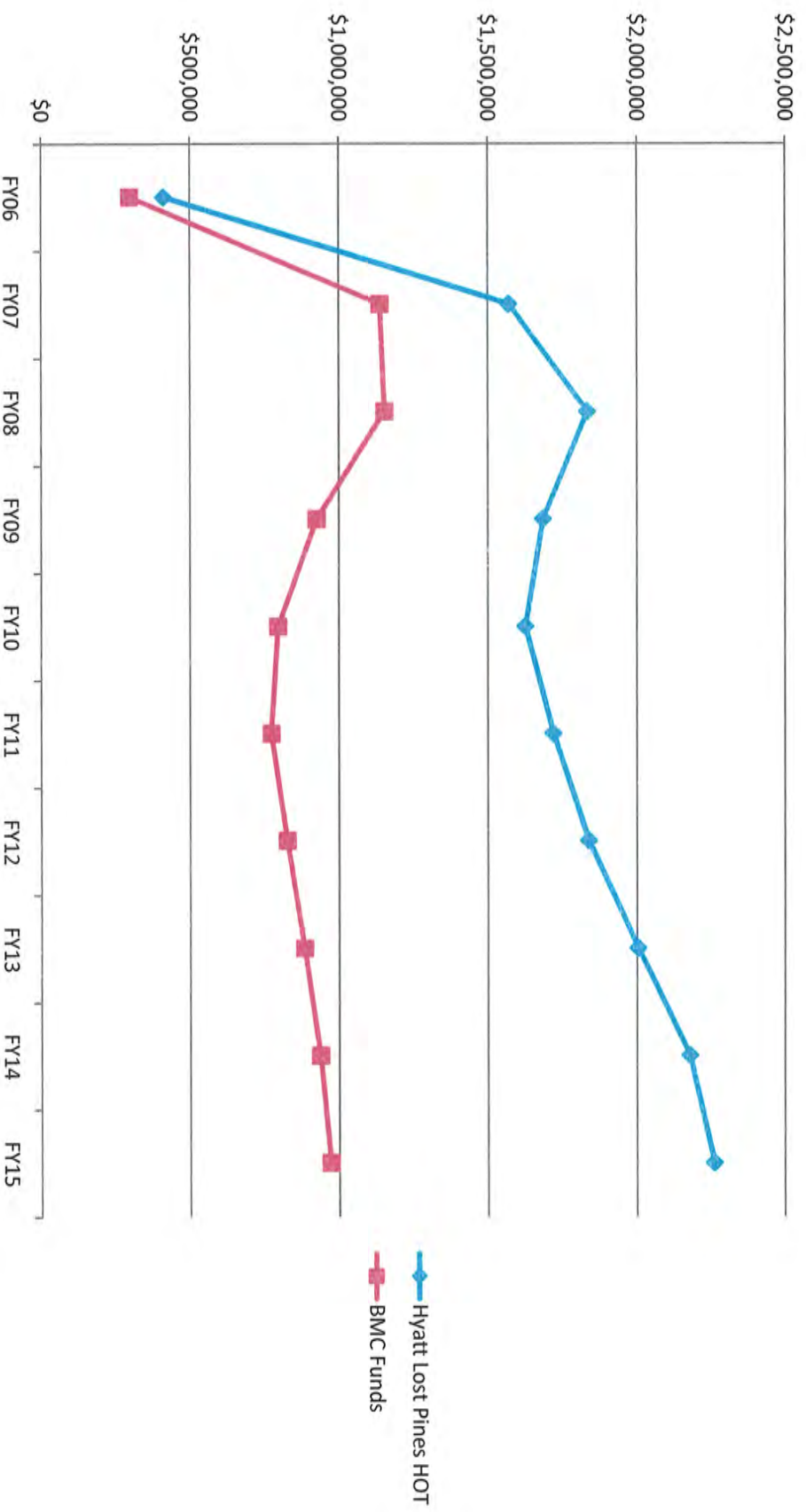
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History of BMC

- Woodbine Development initiated HOT tax with City of Bastrop at conception of Hyatt Regency Lost Pines Resort & Spa
- Agreement, beginning in 2006, with Bastrop Marketing Corporation and the City of Bastrop offering a 10 year agreement containing descending scale of HOT funds to be paid to BMC for marketing
- Scale initiated at 75% and ends at 43%
- November 2014, Hyatt Hotels purchased HRLP wholly, to include BMC
- Hyatt has managed BMC since November 2014



HOT Funds / Marketing Spend



Recommendations

Extended the current BMC agreement through December 31, 2016			
- June 15, 2016 - Engage with TTIA in Strategic Workshop			
- Initiate DMO 5 year agreement with City of Bastrop - Year 1 - October 1, 2016 43% - Year 2 - October 1, 2017 51% - Year 3 - October 1, 2018 59% - Year 4 - October 1, 2019 67% - Year 5 - October 1, 2020 75%			
- June 30, 2016 - Appoint DMO Executive Director			
- July 15, 2016 - Begin formal establishment of DMO 'Bastrop Adventure Bureau'			
- August 1, 2016 - Stakeholder Advisory Board of 9 members is in place 2016/17 Marketing Campaign underway			
- September 15, 2016 - Executive Director presents 2016/17 Marketing Campaign to City Council			
- December 31, 2016 - Dissolution of Bastrop Marketing Corporation			



Immediate Focus / Immediate Gain

- Promote the Bastrop Brand – What is our product?
- Communication and Collaboration of Stakeholder Marketing Plans
- Convention Center
 - Define what success looks like – Measureable Goal
 - Establish Sales forward approach to generate revenue
 - Establish Timeline to Weigh Success
- Transportation Exploration
 - ABIA
 - In town Shuttles
- Music Series/Rodeo Concept
- Texas BBQ Trail

ANN/AL

GRAND|HYATT

HYATT

HYATT CENTRIC

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SOCIETY

HYATT
RESIDENCE CLUB

J
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HOTELS & SPA

FAIR HAYAT

THANK YOU!

AND A Z.

GRAND HYATT

HYATT

HYATT CENTRIC

 HYATT
HOUSE

 HYATT
PLACE

 HYATT
REGENCY

HYATT
RESIDENCE CLUB

 HYATT ZIVA
A HYATT VACATION

PARK HYATT

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **INSTRUCTING THE CITY MANAGER TO HAVE DMO CONSULTANT IN PLACE AND WORKING BY JUNE 23, 2016 IN ORDER TO MOVE THE PROCESS ALONG AND ALLOWING US TO FINISH THE PROCESS BY DECEMBER 31, 2016.**

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**
a) _____
b) _____
c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON INSTRUCTING THE CITY MANAGER TO CONDUCT A SEARCH AND HIRE AN IN-HOUSE CITY ATTORNEY WITH TARGET START DATE AND SALARY CAP.

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

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

There has been a substantial public outcry about the City's history of burgeoning legal expenditures. Even without including the water well and Pine Forest Unit 6 lawsuits, the City expends far more taxpayer monies for legal fees than most Texas cities 10 times or more our size. While an in-house attorney will not guarantee that we will not incur outside legal service expenses nor will it necessarily reduce or increase our risk of losses via the legal processes, it should provide the following:

1. Fixed cost legal services for the daily activities of the City.
2. Immediate availability, in most cases, of face-to-face legal advice for City staff, Council, and boards.
3. Attendance of the City Attorney at City Council and other city meetings as needed at no additional cost.
4. Use of City administrative staff for some of the clerical duties now being performed by the contracted city attorney.
5. Response to the public's voiced desire that the City Attorney focus on settling issues as quickly as possible thus minimizing the hours (and expenses) spent on each issue.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

8. Staff Recommendation:

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

City of Bastrop - All Funds*

Law Offices of Jo-Christy Brown, PC

FY2011	\$	305,627
FY2012	\$	305,434
FY2013	\$	366,715
FY2014	\$	337,252
FY2015	\$	345,554

* This report includes all expenses from vendor, #23140 Law Offices of Jo-Christy Brown, PC. It does not include payments from BEDC to this vendor.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION INSTRUCTING THE CITY MANAGER TO PLACE IN THE PROPOSED BUDGET FOR FISCAL YEAR 2017 A LINE ITEM FOR A NEW POSITION, DEPUTY CITY MANAGER.**

2. Party Making Request: **Council Members Peterson and Jones**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE FINAL DECISION FOR THE LOCATION OF HUD SHELTER GRANT FACILITY.**

2. Party Making Request: Mayor Kesselus

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is aerial photo which shows Linden Street, Jewels Park and the Parking lot adjacent to Jewels Park. I have place the foot print of the proposed HUD Shelter that is being funded by the HUD Shelter Grant. As you will note the proposed HUD Shelter will fit nicely to the back of the property so as to be able to utilize the parking lot to the front.

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**
 a) _____
 b) _____
 c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____



LIND

BP&E
BLOG

FUTURE
GROWTH

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE CITY MANAGER TO IMPLEMENT CERTAIN IMPROVEMENTS TO THE VACANT CITY OWNED LOT ADJACENT TO THE CONVENTION CENTER AND INSTRUCTING THE CITY MANAGER TO NOTIFY THE 1832 FARMERS MARKET ORGANIZATION THAT THE CITY OF BASTROP IS TERMINATING THE LEASE BETWEEN THE CITY OF BASTROP AND THE 1832 FARMERS MARKET ORGANIZATION REGARDING THE VACANT LOT ADJACENT TO THE CONVENTION CENTER.

2. Party Making Request: Mayor Kesselus

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

Attached is the proposed layout illustrating the various site improvements I am recommending that be constructed at the vacant lot adjacent to the "Convention Center". Also is the cost estimate for the materials to implement making the proposed improvements. City crews will construct the actual improvements. Final in order for me to commence making these improvements the first order of business is to end the current "Lease Agreement" between the City of Bastrop and the 1832 Farmers Market Organization [1832 Organization]. The lease agreement between the City and the 1832 Organization is a month to month agreement.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

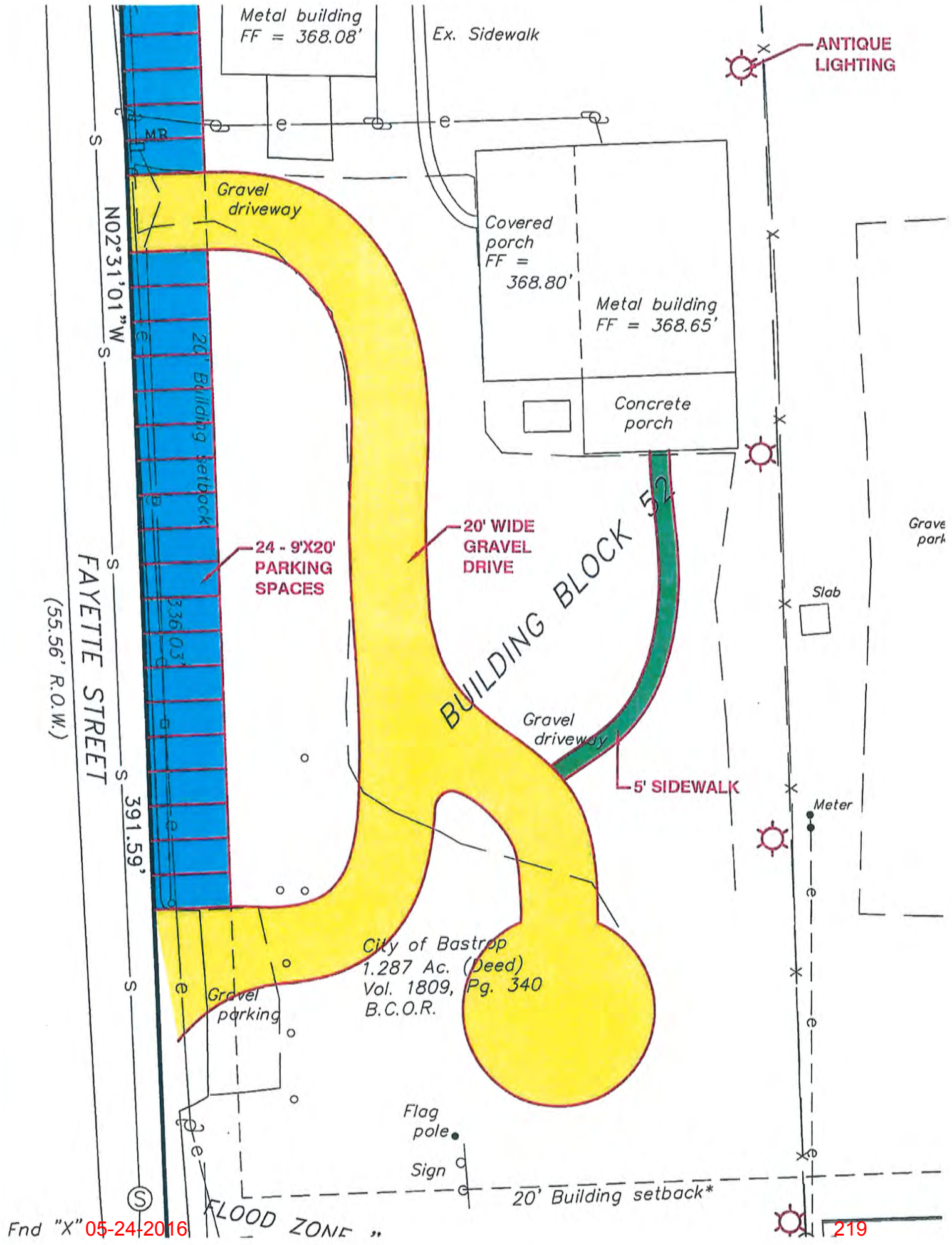
c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____



MARKET AREA ACROSS FROM CITY HALL

Gravel Roadway

9,000 sq. ft. X \$2 per sq. ft. \$18,000

Paved Parking Area Next to Fayette Street

4,400 sq. ft. X \$4 per sq. ft. \$17,600

Sidewalk

500 sq. ft. X \$6 per sq. ft. \$ 3,000

TOTAL COST MATERIALS ONLY \$38,600

Notes:

1. Cost shown is only for materials.
2. Cost does not include electrical and lighting.
3. City will provide all labor and equipment.

4.12.16

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18th, 2016MEETING DATE: May 24th, 2016

1. Agenda Item: **CONSIDER A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS DESIGNATING 1302 CHESTNUT STREET AS THE BASTROP COMMUNITY MARKET AT THE BARN TO OPERATE AS A COMMUNITY MARKET AND SPECIAL EVENT VENUE UNDER THE DIRECTION AND LEADERSHIP OF THE CITY OF BASTROP MAIN STREET PROGRAM**

2. Party Making Request: Bastrop Main Street Program

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

Bastrop Main Street Program, as a project of the Economic Vitality Committee in support of the Bastrop Culinary District, will develop, grow and maintain a community Farmers Market, and include growers and vendors that are not included in the current farmers market as well as vendors of the current 1832 Market. Volunteers & Bastrop Main Street staff will manage the scheduling of booth space, vendor recruitment, and marketing. The Market will help bring local produce to a variety of entities inside the Culinary District as well as continue the promotion of the Culinary District as a whole and Bastrop as a foodie destination.

The Bastrop Main Street Program will also oversee the use of the lot for a variety of special events and activities, including but not limited to utilizing the lot seasonally for agricultural items in addition to a Saturday Farmer's Market such as Pumpkins and Christmas Trees, as well as Cooking Demonstrations, Farm to Table events, private events and other activities that align with the City of Bastrop's special event rules & regulations.

4. Policy Implication: The City Manager will need to provide 30 days written notice to the 1832 Farmer's Market reflecting new management of the lot located at 1302 Chestnut Street.

5. Budgeted: _____ Yes X No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: X Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested: Approve Resolution.

RESOLUTION NO. R-2016-16

**A RESOLUTION OF THE
CITY COUNCIL OF BASTROP, TEXAS DESIGNATING 1302 CHESTNUT STREET
AS THE BASTROP FARMER'S MARKET TO OPERATE AS A COMMUNITY
MARKET AND SPECIAL EVENT VENUE UNDER THE DIRECTION AND
LEADERSHIP OF THE CITY OF BASTROP MAIN STREET PROGRAM**

WHEREAS, the City of Bastrop, Texas, ("City"), is a Home Rule municipality incorporated and operating under the Laws of the State of Texas and, accordingly, it has been granted full legal authority to enact regulations to further the public health, safety and welfare, and

WHEREAS, the City has a rich and exciting history, with many food related industries, businesses and interests being one of the City's unique identities and strengths; and

WHEREAS, in August of 2013, in consideration of the development and promotion of "culinary tourism" the City Council designated a portion of the downtown as the "Bastrop Culinary District" (Culinary District); and

WHEREAS, the primary purpose of the Culinary District is to recruit, develop, retain, and support businesses that are related to cooking and food, growing food, packaging food, preserving food, and preparing and marketing food, including by way of example, restaurants, gourmet stores, coffee shops, tearooms, ice-cream parlors, cheese shops, kitchenware stores, kitchen furnishings and supplies, and dinner ware; and

WHEREAS, in support of the Culinary District, the City Council would like to establish the "Bastrop Farmers Market" to provide the citizens of Bastrop, local restaurants and visitors to the area, the opportunity to purchase fresh, locally grown produce and, provide farmers in Bastrop County an opportunity to sell their products locally, and benefit local businesses.

WHEREAS, the Bastrop Main Street Program Advisory Board has determined that there is community support for the Bastrop Farmers Market through surveys of the locally owned restaurants and food-related businesses in the downtown historic district;

WHEREAS, the Bastrop Main Street Program aims to make a community market, where residents and visitors can gather year round, for a variety of activities as well as special events.

WHEREAS, the Economic Vitality Committee of the Bastrop Main Street Program Advisory Board will oversee the organization and implementation of the Bastrop Farmers Market and will be permitted to act as volunteers for the benefit of the Bastrop Farmers Market.

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

- Part 1: Designates a tract of land in the City of Bastrop, adjacent to the Convention Center located at 1302 Chestnut Street and incorporated herein for all purposes, as the Bastrop Farmer's Market and that those portions designated will be promoted, advertised, and marketed in a manner consistent with such designation with an emphasis on attracting and retaining businesses and customers that are consistent with and complimentary to such designation.
- Part 2: Endorses the Bastrop Farmers Market's goal of providing the sale of fresh, locally grown produce, provide farmers an opportunity to sell their products locally, benefit local businesses, and support the Culinary District by contributing to the overall goal of increased tourism and enhancing the frequency and experience of visitors to the City of Bastrop.
- Part 3: Appoints the Economic Vitality Committee of the Bastrop Main Street Program Advisory Board to oversee and manage the Bastrop Farmers Market, with appropriate oversight by the City Manager.
- Part 4: Acknowledges and agrees that the members of the Economic Vitality Committee may act as volunteers for the benefit of the Bastrop Farmers Market.
- Part 5: Authorizes the Main Street Program Director to rent the property at 1302 Chestnut Street to groups, organizations, businesses and individuals for special events.
- Part 6: Requests all residents of the City and County of Bastrop, Texas, and especially those citizens who own property or businesses within the District, to support, promote and help maintain activities and events that will support the Bastrop Farmers Market and the Culinary District.
- Part 7: Provides that, notwithstanding the designation of the tract of the City, shown on Exhibit "A" as the Farmers Market, asserts that the City may cancel this right of use at any time to support the best interests of the City.
- Part 8: Authorizes the Mayor to sign and submit this Resolution, related to the City's approval and certification of the Bastrop Farmers Market, as a demonstration of the Council's support thereof.
- Part 9: The terms of this Resolution shall become effective immediately upon passage of this Resolution, subject to publication as required by State law.

PASSED, ADOPTED AND APPROVED this the 24th day of May, 2016.

APPROVED:

MAYOR KEN KESSELUS

ATTEST:

Ann Franklin, City Secretary

Approved as to Form:

Jo-Christy Brown, City Attorney



Bastrop Community Farmers Market At the Barn

2016 Vendor Packet

The City of Bastrop Main Street Program is committed to making Bastrop a culinary destination in the region through aggressive promotion of the Bastrop Community Farmers Market and the recruitment of all Bastrop County growers and producers. BMSP has been given the task of operating this market and we want YOU to be a part of our new project. Our focus on the Culinary District continues to expand with several new culinary events on the horizon.

We are excited to be able to provide opportunities for local food to reach our residents and visitors through the Farmers Market. We strive to provide the community with the highest quality, locally grown produce, agricultural products, and handcrafted merchandise. We are delighted to spearhead efforts for a true Community Market and want you to be a part of the exciting changes.

The market is located at 1302 Chestnut Street, adjacent to the Bastrop Convention Center, directly across from City Hall.

Welcome to the Bastrop Community Farmers Market at the Barn!

General Rules

Market days are held every Saturday from 8 a.m. to 12 p.m. year round and may fall on other days as decided by the City of Bastrop Main Street Program to coincide with special events and holidays. Vendor's who wish to set up on additional days during high season may do so by making arrangements with the City of Bastrop Main Street Program.

Every vendor must sign a statement agreeing to abide by the following rules governing the Bastrop Farmers Market:

Management of the Market: The City of Bastrop Main Street Program has primary responsibility for the operation of the Market. The Program shall designate a Market Coordinator who shall ensure the smooth operation of the market on market days.

Definition of Vendor: A vendor is a person approved by the Main Street Program's Economic Vitality Committee to sell items at the market. The term "vendor" shall include the spouse, siblings, children, parents, and employees of the vendor who assist in the cultivation or assembly of the product.

Becoming an Approved Vendor: To become an approved vendor, the applicant must provide to the Main Street Program Director a signed copy of this application. Any value added vendor applications are taken before the Economic Vitality Committee for prior approval. You may be required to provide samples of your products for consideration. The Economic Vitality committee meets monthly, typically on the second Tuesday of the month at 8 a.m. Agriculture vendors may require a farm inspection if any formal complaints are received by the City of Bastrop Main Street Program.

Permitted items for sale: Vendors may sell the following types of items: agricultural, horticultural, (individually wrapped) food or dairy items meeting state regulations, homemade craft items, homemade candles, and homemade jewelry. Vendors may not sell or offer any products or literature deemed offensive or which may incite violence, crime, or disorderly conduct or anything of a political nature, such as signs, petitions, or campaign literature. Vendors may not sell weapons, resale or garage sale items.

Except as noted below, permitted items must be locally grown, produced, or processed by the vendor, where "locally" is defined as the area within a 90-mile radius of the Market. Keeping the Market local is a primary objective of the City of Bastrop Main Street Program.

Exceptions to the "locally produced" requirements may be made at the discretion City of Bastrop Main Street Program. For example:

- **Value Added Items:** Occasionally the Program may determine that allowing a specific item produced outside the 90-mile radius can add value to the Market and may approve the sale of such a "value added" item.

These decisions are made on a case-by-case basis and the City of Bastrop Main Street Program reserves the right to rescind approval of a value-added item at any time. A vendor seeking approval for a “value added” item must submit an application to the City of Bastrop Main Street Program’s Economic Vitality Committee for approval or denial. Applicants may appeal a decision to the Bastrop Main Street Advisory Board for a final decision. The board typically meets the first Monday of the month.

- If resale items are approved by the Economic Vitality committee, vendors must clearly post the producer’s name, location, and contact phone number of the items. The Market Coordinator can provide the vendor with an approved sign.

Vendor fee: All market vendors must pay a rental fee for the space they retain. The initial rent shall be paid to the Main Street Program Director upon receiving your application prior to setting up a booth. The vendor fee is \$10.00 per day, and \$15.00 per day if electricity is needed. Electricity is limited. After your first visit to the Market your weekly fees will be paid directly to the Market Coordinator on Saturday morning’s.

Vendor Space: Vendors must supply their own attractive tents and/or canopies and must make sure they fit within the assigned booth space, 10’ by 10’. No part of the display may extend into the pedestrian aisle, fire lane, landscaping area and/or into the sidewalk or driveway areas. Vendors may be allowed to utilize their vehicles during the busy growing season in lieu of a canopy if prior arrangements are made with the Main Street Program Director.

Space reservations: Spaces may not be reserved in advance. The Market Coordinator is responsible for assigning vendors to specific locations on Saturdays. If you will be late or will not be setting up on market day, contact the Market Coordinator or the Main Street Director during normal working hours. If you cannot contact them during normal working hours you may send an email to the Main Street office at mainstreet@cityofbastrop.org.

Time for setup: Setup of the Market may begin at 7a.m. and must be completed by 8:30 am. All vendor vehicles must be removed from the Market area by 7:30 a.m., unless otherwise specifically assigned by the Market Coordinator. You are not allowed to leave your vehicle running during the Market. Please unload all items before you begin booth set up to avoid vehicle congestion. Vendors may not park in the designated Market area. Available Market parking is reserved for customers. Vendors may in the City Hall parking lot.

Cleanup: Vendors must leave the Market area clean. Please do not leave garbage behind. Vendors may not dump oil, wastewater, or any other refuse (including clean water and/or ice) into the storm drains, landscaping, or any other area on or around the

Market area. Violators will be removed from the Market immediately and will not be allowed to set up subsequently. Absolutely no equipment including but not limited to vehicles, refrigerators, trailers, tables, or tents may be left at normal Market operating hours. Vendors are responsible removing all items from the Market premises after each Market day. NO EXCEPTIONS.

Farm Visit Fees: Agricultural vendors may be subject to a farm inspection. The fee is based on mileage from the Market, to the farm and back. The fee may be made payable in cash, check, or cashier's check and is due at the time of the farm visit. Mileage rates will be based on the current state approved mileage reimbursement rate.

Vendor Responsibilities

- Vendors are responsible for their children and guest(s) at all times. Do not allow your children to run freely through the Market or to disrupt other vendors or customers. Children must be supervised at all times.
- Vendors are responsible for their merchandise, for maintaining security of their booths and persons and for liability of their product
- NO smoking is allowed at the Market.
- Vendors must possess and obtain, on their own, all appropriate licenses and permits and may without notice be required to show such to any Market representative. This includes but is not limited to Sales Tax licensing and health permits.
- **Hold harmless clause and insurance: Vendors shall indemnify and hold the City of Bastrop, Texas, Market and Market volunteers harmless from any and all loss, cost of damages, or other incurred expenses.**
- Each vendor is responsible for carrying his/her own product liability insurance.
- **Conflicts** Any conflict or potential conflict that may arise between a vendor and a customer or between vendors at the market must be brought to the attention of the City of Bastrop Main Street Program Director and will be reviewed by the Economic Vitality Committee. Complaint forms are available from the Main Street office or the Market Coordinator.
- **Sole Discretion:** The City of Bastrop reserves the right to make any and all decisions in the best interests of the market.

Violations

Lodging and investigation of complaints: Any complaint that a vendor is violating Market rules regarding permitted items for sale or any other matter by vendors or customer's, must be directed to the Market Coordinator or the Main Street Director in writing to receive proper investigation and follow up. Resolution of complaint matters shall be the responsibility of the City of Bastrop Main Street Program through the Economic Vitality committee. The City of Bastrop Main Street Program shall determine, it's their sole discretion, what type of investigation, if any, shall be conducted in response

to written complaints, whether or not the written complaint is valid and appropriate, and the time frame in such a response shall be made. Complaints against agricultural items will be investigated within 72 hours of the written complaint being received. The complainer must complete and sign a complaint form. Mileage fees for investigative purposes will not be charged on the first complaint. Additional complaints will be subject to the mileage reimbursement schedule mentioned in the farm visit fees section of these guidelines.

PLEASE SIGN AND RETURN THIS PAGE WITH YOUR APPLICATION

General Rules and Regulations are for your documentation and do not need to be returned

Bastrop, Texas Farmers Market 2016

I, _____ have read and
AGREE TO COMPLY with the rules included in
the Farmers Market Vendor Packet. I realize that
is a **PRIVILEGE** to be a vendor at the Bastrop
Farmers Market and agree to treat it as such. I
will not be rude or disruptive to the Market
Coordinator or other vendors. If there is an issue
I will handle it in a mature fashion away from
customers.

Printed Name: _____

Name of Farm if different: _____

Signature: _____

Date: _____

Bastrop Farmers Market Application

Please type or print neatly:

Applicant Name: _____
Date of Application: _____
Business Name: _____
Address: _____
Phone: _____
Email: _____
Vehicle Description &
License Number _____

Please check which products you intend to sell:

Farm Products

___produce ___cut flowers/plants ___honey ___eggs

Value-added products (all submitted are required to be handmade by applicant's business)

___candles ___jewelry ___baked goods ___woodwork....___Soap

___pre-packaged food/drinks ___prepared food/drink

___other (please describe) _____

Are you required by Texas law to be licensed? ___Yes ___No

Name and relationship of person(s) who will be selling for your business:

Will your processed food be prepared in an inspected commercial kitchen? y/n ___

If not, have you acquired a Texas Food Handler's Card: ___yes ___no

Do you require electrical power? _____

Please specify items you plan to sell: _____

You may turn in your application Saturdays, 8 a.m. to 12 p.m. at the Market to the market manager; or email applications to mainstreet@cityofbastrop.org. Please be sure you have included the following:

- Completed Application Form & Initial Set-Up Fee
- any samples of products
- List or photo of proposed products
- Copy of any required documentation (i.e. food handlers card, Texas sales tax ID, organic certification, etc.)

The City of Bastrop Main Street Program will consider items for sale and notify the applicant of acceptance or rejection of the vendor's application.

Signature of Applicant: _____

Information provided on this form is public and subject to the Texas Public Information Act (Government Code Chapter 552)

**The Barn at the Bastrop Convention & Exhibit Center
1302 Chestnut Street* Special Event Rental Application**

May 16, 2016

Call 512-332-8996 for reservation appointment. Reservations must be made in person. Fees due at time of reservation.

Checks or **only post office-issued money orders** made payable to City of Bastrop.

Security deposit refund submitted 30 days after event and mailed by check if city property is clean and free of litter and damage.

Open flames must be set up away from structures, and trees, and it must be monitored at all times. Do not dump coals in trash or on ground—bring tin can or similar appropriate container and fill with water to cover hot coals.

No alcohol, glass, piñatas, confetti eggs, water balloons, pools, Slip-N-Slides, sprinklers, or similar items allowed.

Event Hours depending on availability

Rental day/date: _____ Open Flame: Yes ☐ No ☐ Unsure ☐

Event Description: _____

Rental time period: _____ No invited (< or > 100): _____

Organization Hosting Event Name: _____

Renter's name: _____ Phone No: _____

Renter's e-mail address: _____

Payee's name, if different: _____ Phone No: _____

Payee's e-mail address: _____

Refund mailed to payee: _____

Street or P.O. Box

City, State

Zip Code

Renter's or Payee's Signature

Today's Day & Date

To be completed by City:

Rental fee: \$ _____ Deposit: \$ _____ **OR** Fees waived for: _____

Money Order No. _____ Check No. _____ Other _____

PO No _____ Req No _____ Packet No _____ Date Processed: _____

1302 Chestnut Street is available for use by organizations, groups, businesses and individuals for special events. All reservations MUST be made IN PERSON and applicant must submit a detailed description of the event and layout at time that application is submitted in person. Rental and deposit fees are due at that time. Reservations must be made no later than 30 days in advance for special events.

Depending on the nature of your event you are responsible for arranging special event restrooms, electrical hook ups, and waste containers. You are responsible for the cleanup of the property. Electricity is limited on this property.

Events are subject to approval by the Main Street Program Director based on the nature of your event and the availability of the property.

Fee and deposit are due at the time reservation is made. Make check payable to City of Bastrop. There is a service charge on a returned check, as set by the District Attorney's office. Damage or maintenance as a result of the rental will be charged against the deposit. Refund will be mailed via check issued by City of Bastrop Finance Department within 30 days following date of rental (512) 332-8820.

05-24-2016

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1302 Chestnut Street Fee Schedule

Half Day Events with less than 150 attendees:

Non-Profit or Government Community Events	\$100
Non-Profit or Government Private Events	\$150
Commercial Community Events	\$200
Commercial Private Events	\$250
Individual Private Events	\$300

Full -Day Events with less than 150 attendees:

Non-Profit or Government Community Events	\$100
Non-Profit or Government Private Events	\$150
Commercial Community Events	\$200
Commercial Private Events	\$250
Individual Private Events	\$300

DEPOSITS: \$300

*Half Day Events are defined as events less than 4 hours.

*Full Day Events are defined as events greater than 4 hours.

*Private events are those not open to the public

*City of Bastrop organized events are not subject to the above fee schedule.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE BASTROP ARTS IN PUBLIC PLACES REQUEST FOR APPROVAL OF PROJECT.**

2. Party Making Request: **Bastrop Art in Public Places Chair, Deborah Johnson**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:



BASTROP CULTURE WALK CALL FOR CONCEPT DESIGN PROPOSALS
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 Bastrop Art in Public Places Board is soliciting concept design proposals for a 'Culture Walk' to be located in Bastrop (the "Project"). This highly visible and accessible multi-purpose public place will be a new addition to the ongoing public art projects that promote Bastrop as an art destination for the residents of Bastrop County and Central Texas, as well as, visitors to the area.

Project Intent – Design the Culture Walk

The Bastrop Art in Public Places, hereafter referred to as BAIPP, is interested in developing a multi-purpose public space/walking area that strengthens the connection between people and places they share. The public space/walking area will stimulate local economies and lead to increased innovation, cultural diversity and civic engagement.

Project Description

The Project is a public space that will be a "Culture Walk" which tells a story of the cultures, traditions, ethnic backgrounds and perspectives that represent the strength and resiliency of the Bastrop community. The Project will be both inspirational and contemplative to celebrate the smart, hardworking, strong and compassionate individuals who collectively represent an enduring human spirit of triumph over hardship - A place to – think, talk and dream.

Scope of Project Design

The Project's multi-purpose public space, which will be owned, operated and maintained by the City of Bastrop, will incorporate multiple facets that intersect to create a dynamic walking area recognizable by people involved in the community, as well as visitors new to the area, by experiencing a unique blend of old and new but everlasting themes. The complexity of this multi-purpose public space is best illustrated by the Venn diagram below.



Physical qualities:

- Natural elements (i.e., water, stone, topography, native plants)
- Forms (i.e., art, sculptures, statues, walls, fountains, walkways)
- Materials
- Colors
- Landscaping

Activities:

- Individual (i.e., reflection, meditation, solitude)
- Group (i.e., performance, educational, meeting, celebration)
- Interaction
- Play

Contextual environment – See Appendices A entitled “History” and C entitled “Content”:

- Cultural (i.e., tapestry of ethnic diversity)
- Historical
- Social (i.e., traditions, perspectives, norms, artistic influences)

- Trials and tribulations (i.e., natural disasters, hardships, vicissitudes)

Experience

- Increase visitor interest and tourism to the community of Bastrop (i.e., through visits by both local citizens and by individuals from remote destinations, as well.)
- Connect people to our community via artistic and experiential elements
- Create and celebrate a strong sense of place
- Produce a “wow” factor through state-of-the-art, highly creative and quality artwork
- Appreciate nature through the natural elements and topography of Bob Bryant Park

Essential Parameters

The Culture Walk is a public place that will not be occupied or overseen on a regular basis by on-site staff and, therefore, it must be designed to incorporate materials and design aspects that require only minimal upkeep with low-maintenance surfaces that include:

- Security features, will be determined by the city.
- Energy efficient lighting, for evening activities
-
- ADA accessibility
- Landscaping, using only xeriscaping or zero upkeep vegetation that does not require ongoing maintenance, mowing or watering, once established.
- Signage that introduces visitors to the Project and artwork and natural elements and plant life or provides any instruction that is necessary for a visitor
- The park is subject to flooding.

Site location is Bob Bryant Park

Judging and Disclaimers

All Concept Design Proposals submitted in response to this Call will be reviewed by a design concept selection panel comprised of a minimum of seven persons, including: (1) 2 members from BAIPP, (2) a member from the Bastrop City Council, (3) a Bastrop citizen juror, (4) a member from the Bastrop Public Works Department (due to the maintenance aspects of this project that will fall on the City), (5) a member of the Parks Board, and (6) a landscape professional.

The selected concept design submitter/artist(s) or Submitting team(s) will receive a \$2,000 stipend to be paid upon filing a W-9 with the City of Bastrop. The City of Bastrop and/or BAIPP reserves the right to cancel this Project and/or choose not to select from the design submissions received from this Call for Concept Designs, and/or reserves the right to select portions of several Concept Design Submissions as negotiated with the concept Design Submitter(s) or Submitting team(s). All submitted designs will become the property of Bastrop.

Eligibility and Submissions

1. Complete the Concept Design Submission Application form to submit a Concept Design to BAIPP in Response to this Call (Appendix D).
2. Submit a professional resume. Artists working collaboratively must submit a resume for each team member.
3. Submit a narrative of the Concept Design Proposal. In 1500 words or less explain the Concept Design for the public space Project, as detailed in this Call to Artists. This narrative should include the submitter's vision of how the physical qualities, activities and contextual environment will create an experience that is aligned with the stated goals and objectives of the Project, and reflect the noted criteria.
4. Submit a schematic drawing of a Design Concept to include images and placement of the physical components in the Project's public space. This image must be mounted on a board at least 20" x 30" in size. (Submissions smaller than this required size may be discarded as "non-compliant submissions" and thus, not judged, at the discretion of the judging panel.) Please note that the quality of and strict adherence to the specifications provided on the rendered representation submitted will influence the selection process.
5. Do not place name or signature on the front of the proposal but secure to the back of the proposal. This will be a blind jury process.

Deliver all required documents to the Art Connections Gallery at 908 Main Street in c/o BAIPP. For questions contact Deborah Johnson at 512- 657-4275.

Timeline:

June 1	Initiate Call
August 15	Deadline to submit proposal
Sept. 1	Announce design award

Appendix A

History of Bastrop

Bastrop's historical roots run deep. The number of buildings listed in the National Register of historic Places has earned Bastrop the title "Most Historic Small Town in Texas". A rich harvest of classic Texas folklore and architecture exists today. It is nestled in the "Lost Pines" at the intersection of the Colorado River and the El Camino Real. It is at this intersection that the story begins. While communities are often shaped by the uniqueness of both the physical and cultural characteristics that attract its inhabitants, it will be the stories of adversities and opportunities that tell the tale of Bastrop.

The Lost Pines are an isolated cluster of Loblolly pines that are 100 miles away from their original habitat and remain a mystery as to their origin in this locale. These majestic giants are a stark contrast to the surrounding landscape and appear more imperial alongside the hard live oaks, the thorny cacti and the mesquite. The uninhibited, natural beauty creates in one's mind an appreciation for the wonders of nature. The main affection of this place lies not only in its beauty but also in its peacefulness. It is an isolated place where one can find time to think and attempt to grasp the wonders and creations of nature. You can forget about all the troubles in the world and concentrate on this raw beauty.

As early as the 17th century, the natural fords on the Colorado River served as the middle fork of the Camino Real from San Antonio to Nacogdoches. The Spanish planted a fort, Puesta del Colorado, here as early as 1805. Stephen F. Austin coursed through the fertile valley that spread below the piney hills – part of his "Little Colony"- in the 1820's. The presence of pines in this vicinity was so unusual that it was this that attracted Stephen F. Austin. On August 7, 1821, his party came to the Colorado River crossing and he described the surrounding land in his journal as "a gravelly ridge, and near the river, heavy pine timber." Near this stand of pine was founded the Mexican municipality of Mina, so named for Francisco Xavier Mina. In 1837, the name was changed to Bastrop to honor Baron Felipe Enrique de Bastrop who distinguished himself by influencing the Mexican government to grant land to Moses Austin for an Anglo-American settlement and in rendering aid to Stephen F. Austin in the venture that culminated in the establishment of the Republic of Texas. Three Bastropians signed the Texas Declaration of Independence, several died at the Alamo and the town evacuated and was destroyed during the "Runaway Scrape" when the army of Mexican dictator Santa Anna swept through Bastrop. Among its most colorful early citizens were Gen. Edward Burleson, the first person buried in the Texas State Cemetery, and Josiah Wilbarger, a pioneer who survived a harrowing American Indian attack.

It is important to note that the establishment of an Anglo-American settlement was an intrusion and threat to the Tonkawa and Comanche Indians that inhabited the region. Many years of unrest followed with many lives lost in what was reported as savage acts of survival as each side attempted to secure a foothold. This was an early sign of the perseverance of the citizens to survive the harsh challenges facing settlers moving west. This becomes a consistent theme as the town was destroyed during the Texas Revolution, then burned to the ground again in

1862 destroying almost every business along the two blocks of Main Street. The citizens again were challenged when in 1869; the highest flood in recorded history forced the evacuation of the whole town. Again in 1935 another flood was recorded and photographs captured the raging water at the level of the old iron bridge, now a pedestrian span called the "Spitting Bridge" for a customary activity indulged there. It has been flood, fire, flood, fire for the entire history of Bastrop.

The 1800's saw an evolution of industries as the settlement set to the task of becoming economically sustainable. Capitalizing on the natural resources found in the timber rich region the Bastrop Steam Mill Company began operation in 1838 and was followed by additional mills that supplied lumber to Austin, San Antonio, Houston and other settlements. The predominant means of making a living however was by agriculture. With the arrival of enslaved individuals in 1837, so did the cultivation of cotton. Although Bastrop was not a leader in cotton production it was a favored crop until the late 1880's. By 1850 the county had grown to over 2000 inhabitants of whom almost fifty percent were enslaved and over the next 10 years the population would triple with enslaved individuals making up almost a third of the total. Another 10 percent were foreign-born immigrants from Eastern European nations. Community efforts to organize religious, educational, and government entities sprung up as citizens exercised their civic muscles to make Bastrop a thriving community. Of note is the effort led by J.J. Hamilton a freed slave to build a school house for African Americans that served as a church and community center. It was an act of courage given the unsettled rest and tensions experienced during Reconstruction. At this time the foundation for Bastrop was being laid with the opening of the Bastrop Academy Military Institute, six denominational churches, a county courthouse and the Bastrop Opera House. With the arrival of the Texas Central Railroad and subsequently the Taylor, Bastrop and Houston Railroad, more towns sprang up and farmers benefitted from the freight outlet for their harvests of cotton and corn. By the turn of the century there would be over 26,000 residents representing a culturally diverse citizenry of Anglo, African, Mexican and German Americans. Working together with mutual respect these diverse leaders organized an election to create a public school system.

During the next century new economic opportunities with the discovery of oil, coal belts and clay deposits led to the diversification of new industries. A farm depression that began in 1920 forced changes in land use with a greater agricultural diversification and increased cattle production. World War II brought acceleration in cattle production and an economic upsurge when the army training facility Camp Swift was built. In addition, Camp Swift served as a Prisoner of War Camp and at its peak housed 4,800 prisoners. The prisoners farmed crops, repaired motors and practiced their trades such as metal workers, wood-workers and tile makers. However by the end of the war there was an economic decline as Camp Swift was phased out, the residents who left during the war did not return, the coal mines closed, and lumbering had exhausted the remaining commercial timber. It was the diversification of agricultural products such as sorghum, watermelons, peanuts and pecans and other cash crops along with an increase in beef-cattle raising that restored economic vitality. However, the population of Bastrop County continued to decline hitting a low in 1960 of less than 17,000.

By the late 1980's Bastrop population was on the rise again as growth in Austin influenced its surrounding neighbors. Bastrop reinvented itself and with an emphasis on historical preservation and the dedication of the Bastrop State Park a new tourist economy has evolved. Resiliency is an emerging theme for Bastropians. 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 has been named a designated Cultural Arts District by the Texas

Art Commission. Bastrop tradition brings annual celebrations such as Yesterfest, Homecoming & Rodeo (originated to welcome soldiers home from the war), Veteran's Day Car Show and holiday favorites such as the Historic Home Tour and Lighted Christmas Parade. It is a proud community that celebrates its unique heritage.

In 2011 Bastrop citizens experienced the most destructive wildfire in Texas history, the Bastrop County Complex fire. The fire raged through the county over the Labor Day weekend and well into September destroying 1,673 homes and inflicting an estimated \$325 million of insured property damage. The community came together opening up their homes to comfort and house those who had lost their homes. The Lost Pines Forest and Bastrop State Park were severely damaged. Annual plantings of saplings hope to restore the beauty lost and regenerate the forest. The bare and burned pines are still visible to those driving along Highway 71 and are a constant reminder of a community that suffered but is rebuilding. Tragically it was deja vu all over again In October of 2015 when the Hidden Pines Fire swept through southeast Bastrop County. Recovery efforts and community generosity went into high gear to support those affected by the fires.

These are the stories of survival, perseverance and resilience that weave the fabric of Bastrop.

Appendix B
Map and Survey of Site location

Includes:

Bob Bryant Park Aerial View Site

Bob Bryant Park Aerial View Photos

Bastrop Culture Walk Photo Views

BOB BRYAN PARK



May 11, 2016

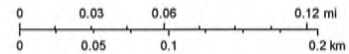
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

1:2,500

- Parcels
- Abstracts
- Lot Lines

Project Site

Current developed area of Park to remain



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

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

BOB BRYAN PARK

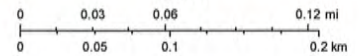


May 11, 2016

- Parcels
- Abstracts
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Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

1:2,500



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

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com

Appendix D
Photos



01



02



03



04



05



06



07



08



09



10



11



12



13



14



15



16



17



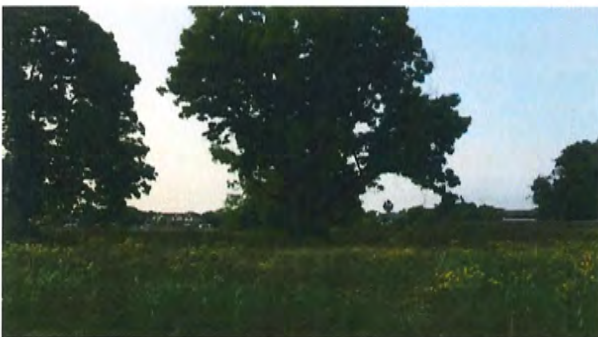
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Appendix C

Content

The written word serves as a powerful voice in quiet settings.

Walking gardens can be enhanced with quotes, poems, favorite sayings and local references.

If the character of a community can be reflected in words what is the story of Bastrop?

A collection of quotes will be displayed that reflect the spirit of Bastrop and may include the following concepts from a variety of sources or individuals:

Survival	Courage	Perseverance
Compassion	Ingenuity	Resilience
Grit	Diversity	Nature

For reference an excellent example can be found in the Anne Frank Human Rights Memorial.

A 180-foot Quote Wall takes you on a walk through history. The words of presidents and slaves, children and philosophers, poets and paupers, the famous and the unknown are inscribed side by side.

Photos of the quotes can be viewed at: <http://bit.ly/1W3mfn7>.

Here are examples of the type of quotes that are often used:

I have a dream that my four little children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.
Martin Luther King, Jr.
1963 March on Washington Speech, "I Have a Dream"

We become not a melting pot but a beautiful mosaic. Different people, different beliefs, different yearnings, different hopes, different dreams.
Jimmy Carter
October 27, 1976, Speech given in Pittsburgh, PA

It is never too late to give up our prejudices.
Henry David Thoreau

Texas has a reverberating quality that other places don't have.
James Michener

Nor is it the habit of Texans to look back. We have tradition of looking forward.
Lyndon Johnson

Appendix D
Application

Name: _____

Address: _____

Email: _____

Phone: _____

I have read and agree to all conditions contained in this call for a Culture Walk Concept Design.

Signature

Date

CITY COUNCIL

MEETING DATE: May 24, 2016

11. Action Taken: _____

RESOLUTION NO. R-2016-17

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS,
APPROVING A PROJECT, USING FUNDS PROVIDED BY THE BASTROP
ECONOMIC DEVELOPMENT CORPORATION.**

WHEREAS, the Board of the Bastrop Economic Development Corporation ("BEDC") met on May 16, 2016, and took formal action to support and provide funds for various 4B projects; and

WHEREAS, Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the May 16, 2016, actions of the BEDC related to the project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following project, which had been approved for funding by the BEDC:
 - a. To fund a project (the "AEI Technologies Project") in the Bastrop Business and Industrial Park in an amount not to exceed \$56,185, which will be rebated to the company as detailed in the Economic Development Agreement between the Bastrop Economic Development Corporation and AEI Technologies, Inc.
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.
- (3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 24th of May 2016.

READ and ADOPTED on Second Reading on the 14th day of June 2016.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AND
AEI TECHNOLOGIES, INC.**

This Economic Development Agreement (this "Agreement") is entered into by and between AEI Technologies, Inc., a Texas corporation, and its successors and assigns (the "Owner") and the Bastrop Economic Development Corporation, a public instrumentality and 4B non-profit industrial development corporation (the "BEDC"), which is incorporated under the State law set forth in the Local Government Code, Chapters 501.001, *et seq.*, and Chapter 505.001, *et seq.*, as amended. The Owner and the BEDC may be referred to jointly as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, BEDC is legally authorized to provide certain economic development incentives to the Owner in recognition of the economic benefits that will occur as a result of the Owner's development of a medical equipment manufacturing facility, identified by the BEDC to fall within NAICS number 334, which facility (the "Project") will be located on a tract of land situated in the Bastrop Business and Industrial Park ("Industrial Park").

WHEREAS, the BEDC desires to offer incentives to the Owner that will enable the Owner to develop the Project on Land, identified herein below, as a medical equipment manufacturing facility.

WHEREAS, the BEDC has determined that development of the property in the Industrial Park (the "Land"), as is more particularly described on Exhibit "A" (i.e., the Legal Description of Property), will contribute to the economic development of the City by generating property tax, sales tax revenue and by enhancing employment in the Bastrop community.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BEDC and the Owner agree as follows:

1.

AUTHORITY/CONSIDERATION

The BEDC's execution of this Agreement is authorized by Chapter 501 of the *Texas Local Government Code*, and constitutes a valid and binding obligation of the BEDC, subject to the condition precedent that Owner acquires the appropriate Land, obtains all necessary financing to develop the Project, completes development and improvements related to the Project, and fulfills all obligations and duties, as specified herein.

The Owner's execution and performance of this Agreement constitutes a valid and binding contractual obligation of Owner for the Owner to proceed with the Project. Owner acknowledges that BEDC is acting in reliance upon Owner's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources of the BEDC to Owner's Project.

2.

DEFINITIONS

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. In certain circumstances, the BEDC, in its sole discretion, may accept substantial compliance in lieu of full compliance and may waive the act of default by the Owner, and vice versa. The Parties agree and acknowledge, however, that a single waiver does not waive any other/future defaults.

2.2 "Certificate of Occupancy" shall mean that final document issued by the City of Bastrop, Texas, entitled "Certificate of Occupancy," indicating that all applicable codes, regulations, and ordinances enforced by the City of Bastrop have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or upon a misrepresentation of facts, nor any temporary or "conditional" document, authorizing temporary or conditional occupancy.

2.3 "Incentive Payment(s)" means money paid by the BEDC to the Owner, rebating the appraised value of the Land paid by the Owner, less closing costs incurred by the BEDC (i.e., net proceeds to the BEDC), to incentivize Owner's development of the Project.

2.4 "City of Bastrop" or "City" means the governing municipal corporation that is legally authorized to control the area that is within the corporate limits of the City of Bastrop, and the area that is within the City's ETJ and/or Bastrop County, Texas, if within the City's jurisdictional control.

2.5 "Code" means the Bastrop Code of Ordinances in effect on the date the Project construction plans, permits, and related documents are approved by the City.

2.6 "Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) all or any portion of its rights and obligations contained in this Agreement; (ii) any entity which is the successor, by merger or otherwise, to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or partnership interest of Owner.

2.7 "Effective Date" means the date upon which this Agreement has been signed by both Parties.

2.8 "Force Majeure" means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impairs the Party's ability to perform any act required under this Agreement.

2.9 "Construction Documents" shall mean construction plans approved by the City, related to construction of the Project.

2.10 "Owner" means AEI Technologies, Inc., and its successors and assigns.

2.11 "Project" means the development of the Land as a medical equipment manufacturing facility, under NAICS 334, for the purposes of enhancing employment in Bastrop and generating sales tax, within the Bastrop community. Details related to the Project are set forth in Exhibit "B" (i.e., the Project Description), attached hereto and incorporated herein for all purposes.

2.12 "Minimum Investment Amount" means the Owner's minimum investment for construction of the Project, including FF&E (Furniture, Fixtures, and Equipment).

2.13 "Operations" means that the Certificate of Occupancy has been obtained for the Facility, AEI Technologies has hired the number of full-time employees (FTEs) required to open and to maintain regular business hours, and continues to maintain a staffing level appropriate for the full-time operation of the Project as a medical equipment manufacturing facility, based on current economic conditions.

2.14 "Employment". Enhancing employment opportunities in Bastrop is the primary objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, Owner will contractually commit to continuously employ the number of "fulltime"/"full-time equivalent" employees ("FTE") (i.e., one (1) FTE equals employee(s) working at least 1,820 hours/year). The Parties agree that the 'term' of the first 'Operational Year' will begin the day the permanent Certificate of Occupancy is issued by the City, and that each Operational Year, thereafter, will be a period of 365 days. Note: Owner's Employment Obligations will be measured by Operational Year and not by years congruent with the annual anniversary date of the Agreement.

3.

TERM

"Term" means the period of time this agreement shall be in effect, beginning on the Effective Date and terminating on the first to occur of:

- (a) Ten (10) years following receipt of the Certificate of Occupancy, or
- (b) Twelve (12) months after the Minimum Investment Amount is met and seven (7) FTEs are created, or
- (c) Upon termination or default as otherwise provided for herein.

4.

DESIGN CRITERIA/DEVELOPMENT STANDARDS/MAINTENANCE VARIANCES GRANTED FROM PROTECTIVE COVENANTS AND RESTRICTIONS

4.1 Owner agrees to comply with the Code in effect upon the Effective Date, as amended or supplemented by this Agreement, unless otherwise varied by the provisions noted and approved herein. Notwithstanding the foregoing, Owner, in its sole discretion, may choose to comply with any or all City rules, regulations, or Codes promulgated after the Effective Date of this Agreement.

4.2 It shall be the duty and responsibility of the Owner to ensure that the Land and the buildings and improvements located thereon are consistently maintained in good order and condition and state of repair in accordance with other medical equipment manufacturing facilities located in Central Texas, including, but not limited to, sweeping and removal of trash, litter and refuse, painting of structures and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and

maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and proper disposal of any and all production wastes from the Land, clearing of waste from any on-site processes and debris from driveways and parking areas, and maintenance and repair of fencing, lighting fixtures and signs. The failure or refusal of Owner, at any time during the Term, to fulfill or perform any of the obligations contained in this Section 4.2 shall constitute an event of default under this Agreement if such failure or refusal shall continue without correction for a period of thirty (30) days from and after written notice from City and/or the BEDC to Owner; provided, however if due to the nature of said obligation, the same could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an event of default shall not be deemed to have occurred if Owner has been continuously and diligently pursuing the fulfillment or performance of the obligation and shall thereafter continuously and diligently proceed therewith until completion. With respect to any event of default under this Section 4.2, the BEDC shall have, as its sole and exclusive remedy, the right, but not the obligation, after such notice and cure period to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner. To effectuate any such cure, either the City or the BEDC shall have the right to enter upon the Land to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. In the event the City and/or the BEDC cures a default during the Term, the defaulting Owner shall reimburse City and/or the BEDC for all reasonable and out-of-pocket costs and expenses incurred in connection with the uncured condition and such curative action within thirty (30) days of receipt of demand, together with reasonable documentation supporting the costs incurred and/or expenditures made.

4.3 Variances to Restrictive Covenants and/or City Codes Granted by the City/BEDC to Owner:

a. Building Materials/Partial Use of Metal Siding on Front Façade – RC “C”

The Board grants to the Owner a variance that will allow the Owner to use a combination of stone or masonry wainscot and metal siding materials on the front façade of the building that faces Technology Drive. This variance will allow up to thirty-six inches (36”) of that front facing façade to be of stone or masonry wainscot, with the remaining portion to be comprised of metal, with the same combination of stone or masonry wainscot and metal continuing on the adjoining two sides of the building, for not less than twelve feet (12’) on each of the adjoining sides. The Board shall have final approval of the metal proposed to be used, and a sample of same shall be provided to the Board for its evaluation and approval prior to a final decision on its use on the structure. Failure to obtain pre-approval of the metal will negate this variance.

b. City Code Parking – RC “F”

The Project will include a minimum of ten (10) on-site parking spaces, one (1) of which will be compliant with the Americans with Disabilities Act (ADA). After issuance of Certificate of Occupancy, the Owner shall otherwise comply with the City of Bastrop’s Parking Codes and Regulations that are in effect as of the date the Owner submits its site development Plan to the City for approval.

5.

BEDC OBLIGATIONS

BEDC makes the following covenants and warranties to the City and to the Owner, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be a material Act of Default by BEDC.

5.1 The BEDC will sell to the Owner the tract of land located in the Industrial Park that is a minimum of 1.4 acres in size, which is situated at the southeast corner of Lot 2, of the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1 [as more fully defined in Exhibit "A"] [the "Land"]. It is agreed and understood that the BEDC shall, at its own expense, take all necessary action to have the Land that will be sold to the Owner appropriately re-platted through the City of Bastrop's Planning Department. The Owner shall have up to fourteen (14) days prior to the BEDC's submission of its request to replat the lot to the City of Bastrop's Planning Department, to either approve or provide the BEDC its written comments or objections, if any, concerning the proposed Land replat which action by BEDC will create the Land to be conveyed to the Owner by the BEDC. If for any reason the Owner does not approve or provide comment regarding the proposed replat within the 14 day period noted herein, then both Parties acknowledge and agree that this Agreement shall be automatically null and void, *ab initio*, with no further action or notice required to be taken by either Party, and with no penalty or claim available to or resulting from either Party.

5.2 The BEDC agrees it will sell the Land to the Owner for \$56,185.00, as determined by a 2016 independent third-party appraisal, obtained and paid for by the BEDC. ("Purchase Price") The Land shall be used by Owner solely for construction and operation of the Project, and for no other purpose(s).

5.3 The BEDC will place the Purchase Price, less all costs incurred by the BEDC on the sale (the "Incentive Funds"), in a designated incentive account at the time of closing the sale of the Land to Owner. These Incentive Funds will be rebated back to the Owner in the future, contingent upon the Owner's successful performance of the agreed upon "Incentive Milestones" set forth herein. [See Section 6.3, below, for the Incentive Milestones that will apply.]

5.4 The BEDC understands that the Owner must acquire the Land in a timely manner to allow the Owner adequate time to complete the Project and move the Owner's production facility prior to May 31, 2017. BEDC agrees to be prepared to close on the sale of the Land on or before August 31, 2016, or this Agreement may become null and void without penalty, at the Owner's discretion.

5.5 BEDC will rebate the Owner the Incentive Milestone amount due under this Agreement within thirty (30) days of receiving agreeable documentation from the Owner.

6.

OWNER'S COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES

Owner makes the following covenants and warranties to the City and to BEDC, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be a material Act of Default by Owner.

6.1 **Owner's Employment Obligations.** Enhancing employment opportunities in Bastrop is a vital objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, pursuant to the Agreement, the Owner contractually commits to continuously employ personnel in

Bastrop, as noted in Section 6.3 below, who will assist in operating the Project facility in the Industrial Park throughout the Term of this Agreement.

6.2 Owner's Construction Obligations. Owner shall construct a Facility on the Land with a minimum of 3,000 sq. ft., under which a minimum of 25% will be climate controlled, and such construction shall be completed and a final Certificate of Occupancy ("CO") shall be issued by the City for same not later than 18 months after the City's approval of the construction permit for the facility, but in no event shall construction be completed later than 24 months of the Effective Date of this Agreement, (i.e., Completion of Construction Date), except for delay caused by Force Majeure.

6.3 Incentive Milestones. The Incentive Milestones and related reimbursements by the BEDC will be as follows:

- 1) Upon: (i) Completion of Construction of the Project Facility in the Industrial Park, and (ii) issuance of the permanent CO by the City for the Facility, and (iii) the creation of four (4) Full-Time Employees [Initial FTEs] at the Owner's Bastrop location, the BEDC will rebate to the Owner 50% of the Incentive Funds upon receipt of a copy of the Facility's CO and documentation from the Owner acceptable to the BEDC confirming that four (4) Initial FTEs are present and employed at the Bastrop Facility. [The four Initial FTEs must be continuously employed at the Bastrop Facility for the Owner to remain eligible for any subsequent Incentive Milestone Payments.]
- 2) The BEDC will rebate to the Owner an additional one-third (1/3) of 50% of the Incentive Funds for each additional New FTE that the Owner creates and maintains on its employment rolls, after the first year of operation, but before the end of the Term of the Agreement, for up to three (3) additional New FTEs. [Note: If any of the additional New FTEs are not created by the Owner and/or they are not continuously maintained on the employment rolls of the Project, at any point during the Term of the Project (in addition to the original four Initial FTEs), then any unrebated portion of the second 50% incentive reimbursement shall not be forthcoming to the Owner and any applicable reimbursement provisions in this Agreement may be triggered and applied by the BEDC.]

MILESTONE	NEW EMPLOYEES (FTEs)	TOTAL FTEs	REBATE AMT
*Certificate of Occupancy	4	4	50% (\$28,000)
12 Consecutive Months	1	5	1/3 of 50% (\$9,333)
12 Consecutive Months	1	6	1/3 of 50% (\$9,333)
12 Consecutive Months	1	7	1/3 of 50% (\$9,333)

*The four (4) Initial FTEs must be maintained for twelve (12) consecutive months after the first rebate is issued (i.e., which will be upon receipt of CO), before the New FTEs are added and eligible for Rebate by the BEDC. Failure to continuously employ any Initial FTE at the Project, once hired by the Owner and rebate from the BEDC is paid to the Owner for same, shall trigger reimbursement of the paid Incentives Funds to BEDC as set forth in Section 8, below, entitled "Owner's Liability." Once employed, New FTEs must be continuously maintained for the full remaining Term of the Agreement. Failure to do so shall trigger reimbursement to the BEDC of the incentive paid for that New FTE, i.e., 1/3 of the 50%, per New FTE.

6.4 Purchase of Land. Owner shall acquire fee ownership of the Land and improvements that are located and constructed by the Owner on the Land. The Parties agree that the appraised value of the Land has been determined by a third-party appraisal obtained and paid for by the BEDC.

6.5 Minimum Investment Amount. After acquisition, Owner shall develop the Land and improvements thereon with a minimum investment of \$400,000.00, including FF&E, which work shall be completed on or before the end of 18 months following the City's approval of the building permit and within 24 months of the Effective Date of this Agreement, the Construction Completion Date. In the event the Owner fails to meet the required minimum investment amount, the incentive contemplated under Section 6.31 shall be prorated proportionally.

6.6 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.7 The execution of this Agreement has been duly authorized by Owner's general partner(s), if any, and the individual signing this Agreement is empowered to execute such Agreement and bind the partnership, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of Owner's partnership agreement, or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound, such authority to be evidenced by a partnership resolution, attached hereto at the time of execution.

6.8 No litigation or governmental proceeding is pending or, to the knowledge of Owner or Owner's officers, threatened against or affecting Owner that may result in any material adverse change in Owner's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

6.9 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Owner has not been informed of any potential involuntary bankruptcy proceedings.

6.10 To its current, actual knowledge, Owner has acquired and maintained all necessary rights, licenses, permits and authority necessary to carry on its business in Bastrop, Texas, and will continue to use its best efforts to acquire and maintain all necessary rights, licenses, permits and authority.

6.11 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.12 Owner shall timely acquire and provide evidence of same to the BEDC, fiscal assurance instruments and/or performance bonds in a total amount required to cover all construction obligations related to the Project.

6.13 Owner shall diligently and faithfully, in good and workmanlike manner, pursue the completion of the Project, which shall be completed no later than the end of the 24th full calendar month following the Effective Date.

6.14 Owner shall purchase all public utility services required for the Project offered by the City for the Term of this Agreement.

7.

SUSPENSION OF PAYMENTS/CESSATION OF OPERATIONS

7.1 The BEDC, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement and all future incentive payment obligations shall automatically cease upon any one of the following events, which are agreed by the Parties to be material Acts of Default:

- a. The appointment of a receiver of Owner, or of all or any substantial part of its Land, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- b. The adjudication of Owner as bankrupt.
- c. The filing by Owner of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- d. Failure to complete construction of the Project on or before the end of the 24th month after the Effective date of this Agreement.
- e. Failure to create at least four (4) Initial FTEs at the Owner's Bastrop Facility location and/or a failure to continuously maintain these four (4) Initial FTE employees on the Owner's Bastrop Facility employment rolls for the Term of this Agreement.

7.2 Cessation of Operations/BEDC's Right to Reacquire the Land and the Facility. In the event that AEI Technologies ceases its operations at the Project Facility in the Industrial Park, then the Owner will have the opportunity to assign or sell its ownership rights to the Land and Facility or lease the Land and Facility to another party. However, if the sale or assignment is not completed within 24 months of AEI Technologies' cessation of operations, then the Owner will be contractually obligated to provide the BEDC the right to purchase the Land and the Facility (not to include any equipment or inventory) from the Owner at an amount equal to the then current Fair Market Value, as determined by an independent third party appraisal. Should BEDC decline to make the purchase within six (6) months of the Parties' receipt of the FMV appraisal, then the Owner will be free to market, sell or lease the Facility to another party of its choosing.

8.

OWNER'S LIABILITY

8.1 Should Owner fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement (except as expressly provided for in Section 4.2 herein) such failure shall be an Act of Default by Owner and, if not cured and corrected within thirty (30) days after written notice to do so, BEDC may cease making any further economic payments pursuant to this Agreement.

8.2 In consideration of and precedent to the BEDC's grant of the economic incentives noted herein, Owner acknowledges and agrees that should Owner fail to make the improvements set forth herein, or if Owner ceases to operate the Project or hire and continuously employ four (4) Initial FTEs prior to the expiration of the Term of this Agreement, then the Owner shall be responsible for repayment of any and all economic incentive or reimbursements received from the BEDC, as of the time of the failure to perform. The Parties agree, however, that Owner's failure to continuously employ a New FTE, for the remaining Term of the Agreement, following hiring of that New FTE by

Owner, shall only require reimbursement of the incentive paid for that specific New FTE, not reimbursement of the total of all economic incentives received by the Owner from the BEDC.

8.3 Any delay for any amount of time by BEDC in providing notice of Default to Owner shall in no event be deemed or constitute a waiver of such Default by BEDC of any of their rights and remedies available in law or in equity.

8.4 Any waiver granted by BEDC to Owner of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Owner or of a subsequent Act of Default of the same act or event by Owner.

9.

BEDC LIABILITY LIMITATIONS

Should the BEDC fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by BEDC and BEDC shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Owner. Upon curing the Default with said 90 days, BEDC will no longer be liable for the Default. Owner specifically agrees that BEDC shall only be liable to Owner for the work and the grants provided for herein, and shall not be liable to Owner for any alleged or actual consequential damages or other fees or costs, including but not limited to interest, attorney's fees, or court costs.

10.

LAND USE

10.1 The Parties agree that the Land shall be used in a manner that is compliant with uses consistent with medical equipment manufacturing facilities. The Parties agree that all site development standards and requirements for use of Land located within the City of Bastrop "Light Industrial" zoning classification (i.e., light manufacturing, assembling and fabrication, warehousing, etc.) shall apply to the Project and Facility located thereon unless specifically superseded by the standards and requirements of this Agreement.

11.

MISCELLANEOUS PROVISIONS

11.1 **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement by the BEDC and Owner.

11.2 **Mutual Assistance/Good Faith.** The Parties agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Land.

11.3 **Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

11.4 Attorney's Fees. If any legal action or proceeding is commenced between the BEDC and/or the Owner to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

11.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

11.6 Termination. If the Owner elects not to proceed with the acquisition of the Land or the development of the Project, as contemplated by this Agreement, the Owner will notify the BEDC in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. In the event of Termination, the Owner shall be responsible for repayment of any economic incentive received from the BEDC which was paid prior to the time of the failure to perform plus all professional costs to the BEDC in preparing any agreements or documents related to the Project, if any, with the exception of those listed in Section 5 of this Agreement.

11.7 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Owner: AEI Technologies, Inc.
Attn: Phil Loeb
201 Hunters Crossing Blvd.
Suite 10-171
Bastrop, TX 78602

BEDC Bastrop Economic Development Corporation
Attn: Executive Director
301 Hwy 71 W., Ste. 214
Bastrop, Texas 78602
Phone: (512) 303-9700

All Parties may designate a different address at any time by giving Notice to the other Parties.

11.8 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

11.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the BEDC, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

11.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this

Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

11.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

11.13 No Third Party Beneficiaries. This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

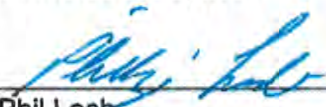
11.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

11.15 Exhibits. All referenced Exhibits are incorporated into this Agreement for all purposes.

EXECUTED to be effective as of the 17 day of MAY, 2016.

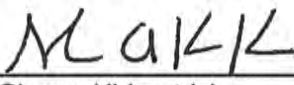
OWNER:

AEI TECHNOLOGIES, INC.

By: 
Name: Phil Loeb
Title: PRESIDENT

APPROVED BY BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: 
Name: Shawn Kirkpatrick
Title: BEDC Executive Director

Approved As To Form:

Jo-Christy Brown, Attorney for BEDC

EXHIBIT "A"
Legal Description

Bastrop EDC will replat a minimum of 1.4 acres of the Southeast corner of Lot 2 of the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1 as recorded in Cabinet 5, page 122-A of the Bastrop County Plat Records.

FINAL PLAT

$$5 \overline{) 22.8}$$

PAID FEB 28 1912
Free Books
Small Print Shop

STYLLON

[illegible][illegible]

**BUSTOP BUSINESS &
INDUSTRIAL PART, PHASE I**

DAUGHTER ECONOMIC DEPT. CORP.

[illegible]

6625 RD 4th NW (C. 130)
 (572) - 3065 AC/400/572-572 If you have a party on 6/13



1. From the opinion on which the court is divided, the court is divided by the majority of the court, and the court is divided by the majority of the court.

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5103-3
REPLAT OF LOTS 1 & 2,
RESERVE B OF THE BASTROP
BUSINESS AND INDUSTRIAL
PARK, PHASE 1
FINAL PLAT



- LEGEND
- 1. 1/2" = 100' (Scale for this plat)
 - 2. 1/4" = 100' (Scale for this plat)
 - 3. 1/8" = 100' (Scale for this plat)
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EXHIBIT "B"
Project Description

The Bastrop EDC, as part of the agreement with AEI Technologies, Inc., will replat and sell a minimum of 1.4 acres of property starting at the southeast corner of "Amended Plat of Lot 3, Reserve Area "B", and Lot 2 Block "C" of the Bastrop Business and Industrial Park, Phase 1 as recorded in Cabinet 5 page, 162-A of the Bastrop County Plat Records." AEI is planning to construct a minimum of 3,000 and up to 5,000 square foot facility to house its engineering, manufacturing and assembly operations for its medical equipment manufacturing, NAICS code 334510. To operate the facility, AEI will employ four full-time equivalents at the start of operations, anticipating growing to seven full-time equivalents during the term of the agreement.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION OF THE CITY OF BASTROP, TEXAS APPROVING THE XS RANCH PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN INCLUDING THE PROPOSED ASSESSMENT ROLL AND CALLING AND PROVIDING FOR THE NOTICE OF HEARING FOR LEVY OF ASSESSMENTS IN XS RANCH PUBLIC IMPROVEMENT DISTRICT.**

2. Party Making Request: **Michael H. Talbot**

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

Attached is a "Resolution" for consideration by the City Council which will commence the process of implementing a "Public Improvement District" for Phase I of the XS Ranch Project. Please note that this Service & Assessment Plan" calls for a "Value to Lien Ratio" of 2 to 1. This value to lien ratio is lower than the 3 to 1 lien ratio that was previously discussed with the Council for the creation of a Public Improvements District at XS Ranch. I have a meeting with XS Ranch officials on Monday May 23, 2016 to discuss this lower value to lien ratio. I will provide the Council with my recommendation on this item at Tuesday night's City Council meeting. .

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____
b) _____
c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION NO. R-2016 - 19

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS APPROVING THE XS RANCH
PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT
PLAN INCLUDING THE PROPOSED ASSESSMENT ROLL AND CALLING AND
PROVIDING FOR THE NOTICE OF HEARING FOR LEVY OF ASSESSMENTS IN XS
RANCH PUBLIC IMPROVEMENT DISTRICT**

WHEREAS, Chapter 372 of the Texas Local Government Code (“Act”) authorizes the creation of public improvement districts and to levy assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on August 11, 2015, the Bastrop City Council (“City Council”) authorized and created the XS Ranch Public Improvement District (“PID” or “District”) and

WHEREAS, Sections 372.013 and 372.014 of the Act provide that an advisory body, or another entity assigned the responsibility by the City Council in the absence of an advisory body, shall prepare a service plan, which plan must also include an assessment plan, and shall present such plan to the city for review and approval; and

WHEREAS, Section 372.016 of the Act provides that the City Council shall prepare a proposed assessment roll, stating the assessment against each parcel of land in the district, and requires that such roll be filed with the municipal secretary (“City Secretary”) of a city that has formed a PID (“City of Bastrop” or “City”); and

WHEREAS, the Act requires the county tax assessor-collector to publish notice of the City’s intention to consider the proposed assessments at a public hearing, and such notice must be published before the 10th day before the date of the hearing; and

WHEREAS, because the District is located in the extraterritorial jurisdiction (“ETJ”) of the City of Bastrop, and improvements will be undertaken in the City’s ETJ, the Act requires that notice of the hearing be published not only in a newspaper of general circulation in the City of Bastrop and but also a newspaper of general circulation in the part of the ETJ in which the District is located or the improvements to be undertaken; and

WHEREAS, the Act also requires the City Secretary to mail notice of the hearing to the owners of property liable for assessment;

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

Section 1. The City Council approves the Preliminary Service and Assessment Plan prepared by Development Planning & Financing Group, Inc., including the proposed assessment roll. The City Council directs the City Secretary to file the proposed assessment roll in the City’s records and to make the proposed assessment roll open to public inspection.

Section 2. Pursuant to the requirements of the Act, the City Council calls a public hearing for June 14, 2016, at 6:30 p.m. to consider the proposed assessments.

Section 3. The City staff is directed to create a notice of hearing stating the information required by the Act: the date, time, and place of the hearing; the general nature of the improvements; the cost of the improvements; the boundaries of the assessment district; and that written or oral objections will be considered at the hearing.

Section 4. The City staff is directed to have notice of the hearing published in a newspaper of general circulation in the City and in the City's ETJ before the 10th day before June 14, 2016.

Section 5. The City staff is directed to mail notice of the hearing to the property owners in the District before the 10th day before June 14, 2016.

PASSED, APPROVED, AND EFFECTIVE May 24, 2016.

Ken Kesselus, Mayor,
City of Bastrop, Texas

ATTEST:

Ann Franklin, City Secretary
City of Bastrop, Texas

[CITY SEAL]

APPROVED AS TO FORM:

J.C. Brown, City Attorney,
City of Bastrop, Texas

XS Ranch Public Improvement District

Service and Assessment Plan

5/18/16

SERVICE AND ASSESSMENT PLAN

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Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On August 25, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Bastrop, Texas (the "**City**") approved Resolution No. R-2015-12, which authorized the creation of the XS Ranch Public Improvement District (the "**PID**") to finance the Actual Costs of the Authorized Improvements for the benefit of certain property in the PID, all of which is currently located within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A** and **Appendix B**, and are addressed in **Section VII** of this SAP. The Special Assessments, as shown on the Assessment Rolls, are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) a construction management fee of 4.0% of the costs incurred for the construction of such Public Improvement if an Owner is serving as the construction manager but not the general contractor, (e) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to such Public Improvement (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition,

construction or implementation of such Public Improvement, (g) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (h) all payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Authorized Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as **Appendix A** or **Appendix B**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as **Appendix A** or **Appendix B** (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

"Assessment Roll" or "Assessment Rolls" means collectively or separately as applicable, the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll included in this SAP as **Appendix A** and **Appendix B**, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

"City" means the City of Bastrop, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Bastrop County, Texas.

"Delinquency Reserve" has the meaning set forth in **Section IV.K** of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees.

"Development Agreement" means that certain "Development Agreement" by and between the City and the Owner and related to the Property entered into as of November 19, 2009, and any future amendments thereto.

"Future Neighborhood Improvement Areas" means those Neighborhood Improvement Areas to be defined and developed within the Major Improvement Area portion of the PID but which are not subject to development at this time.

"Future Neighborhood Improvement Area Bonds" means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Authorized Improvements which will only benefit such Future Neighborhood Improvement Area.

"Future Neighborhood Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

"Indenture" means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" means the Authorized Improvements which benefit all Assessed Property within the PID and are described in **Section III.B.**

"Major Improvement Area" means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and as specifically described in **Appendix C** and as depicted in **Appendix D.**

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvements are levied.

"Major Improvement Area Assessment Roll" means the document included in this SAP as **Appendix A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" means those certain City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2016 (XS Ranch Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

"Neighborhood Improvement Area" means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"Neighborhood Improvement Area #1" means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 292 acres within the PID and as specifically described in **Appendix C** and as depicted in **Appendix D**.

"Neighborhood Improvement Area Assessed Property" means, for any year, all Parcels within an Neighborhood Improvement Area other than Non-Benefited Property and listed in the applicable Neighborhood Improvement Area Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area Improvements are levied.

"Neighborhood Improvement Area #1 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #1 and included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #1 Bonds" means those certain City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2016 (XS Ranch Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

"Neighborhood Improvement Area #1 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds, and any future issuance of bonds secured by assessments levied in Neighborhood Improvement Area #1.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.F**.

"Owner" means XS Ranch Fund VI, L.P., a Texas limited partnership, or other entity affiliated with XS Ranch Fund VI, L.P.

"Owners Association" means a homeowner's association or property owner's association.

"Owners Association Special Assessment Allocation" means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owners Association from the Authorized Improvements benefitting the Owners Association Property.

"Owners Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by the Bastrop County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID" means the XS Ranch Public Improvement District created by the City pursuant to Resolution No. R-2015-12 approved August 25, 2015.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Authorized Improvements in the Major Improvement Area, Neighborhood Improvement Area, or in the Future Neighborhood Improvement Areas.

"PID Financing Agreement" means the "PID Financing Agreement – XS Ranch" between the City and the Owner related to the PID Bonds, dated as of _____, 2016, which provides, in part, the payment of costs of Authorized Improvements within the PID, the issuance of PID Bonds, the reimbursement of costs of the Authorized Improvements and other matters related thereto.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

"Prepayment Reserve" has the meaning set forth in **Section IV.J** of this SAP.

"Property" means the approximately 893 acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. R-2015-12 as adopted by City Council on August 25, 2015 and is legally described in **Appendix C** to this SAP and is depicted in **Table II.A** of this SAP.

"Public Improvements" mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

"Public Property" means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

"Residential Parcel" means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area Assessment Roll and approval of this SAP for the future development of single family residential homes.

"SAP" means this XS Ranch Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

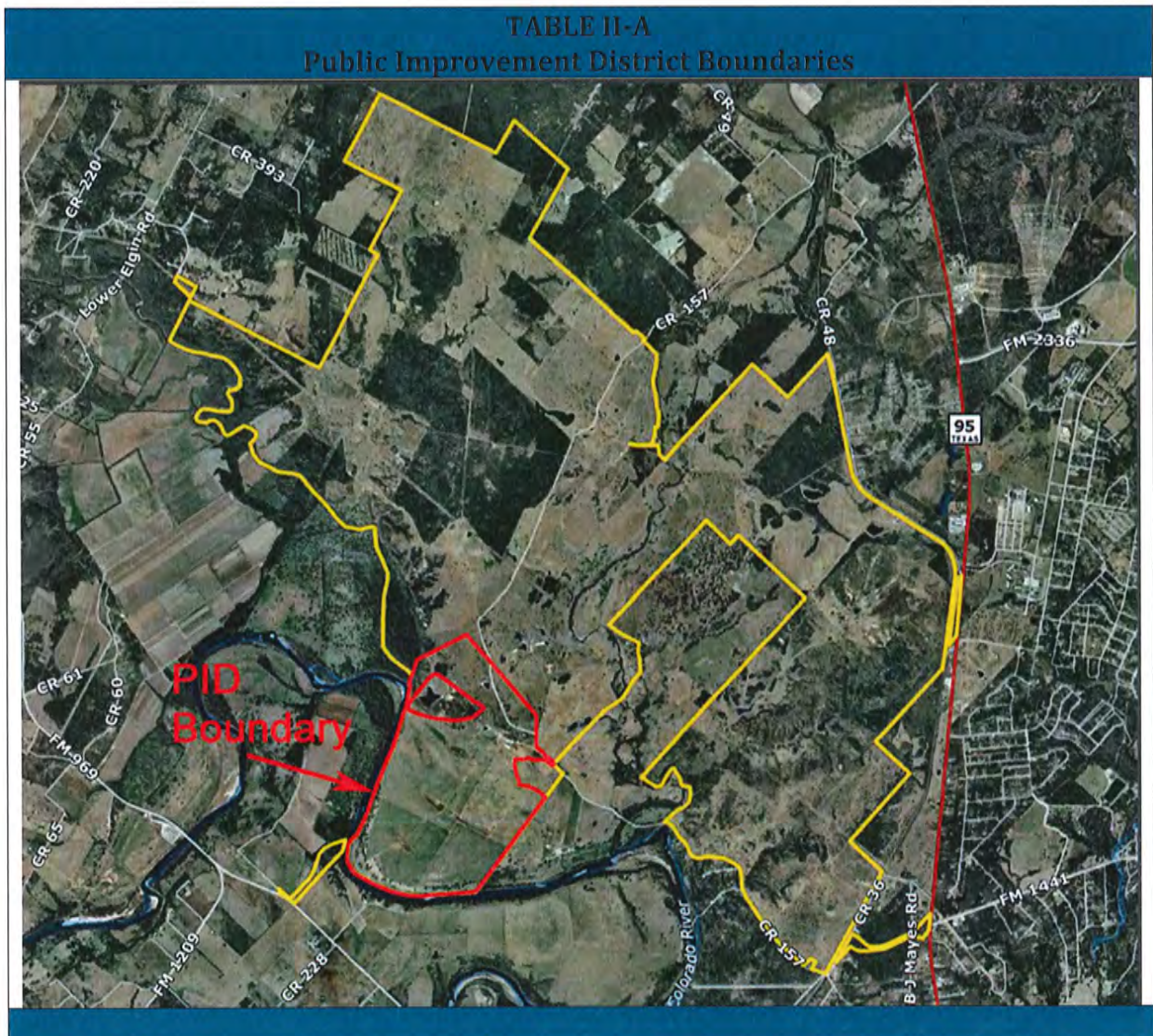
"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is located entirely within the City's extraterritorial jurisdiction; but, the Property may be annexed into the City's corporate limits as provided for in the Development Agreement. If the Property is annexed into the City's corporate limits, the City is obligated to concurrently assume all of the debts, liabilities, and obligations relating to the PID. The PID contains approximately 893 acres planned for a residential development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix C.

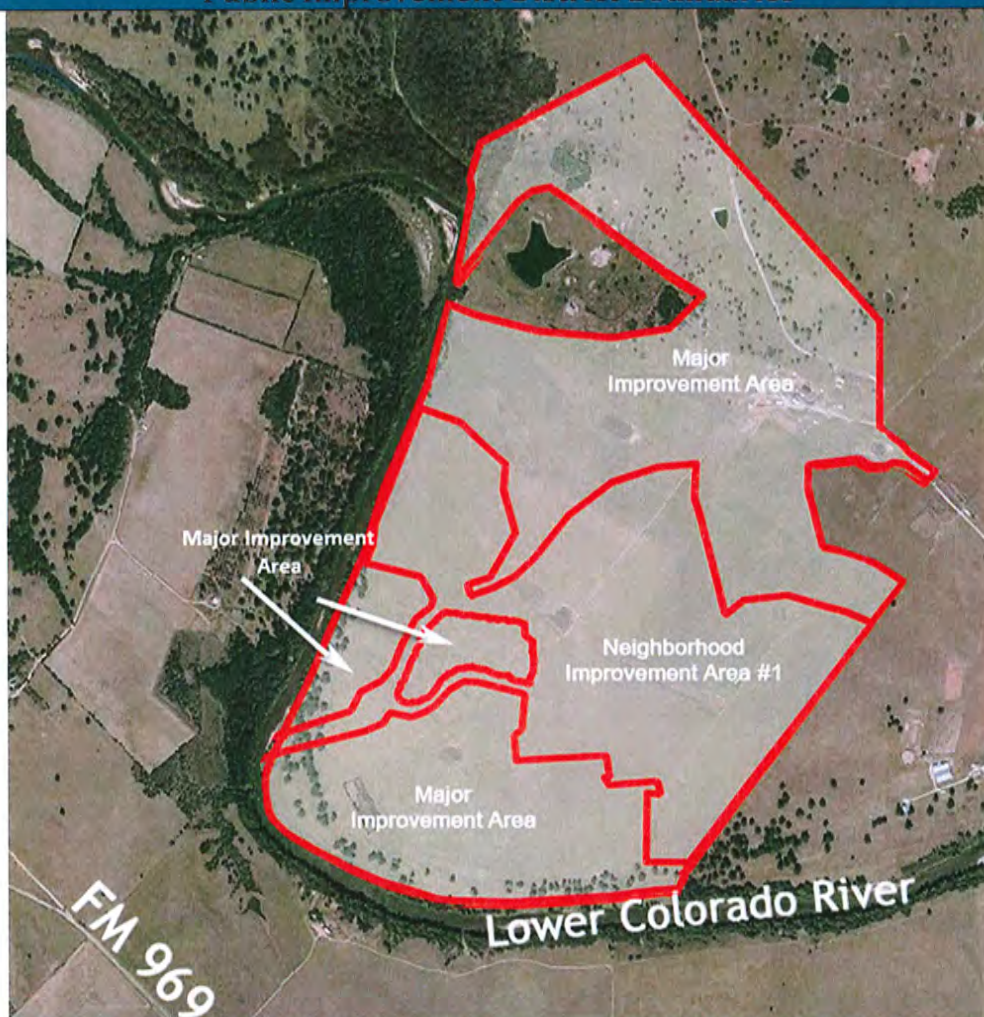


B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1

The Major Improvement Area consists of approximately 601 acres. Neighborhood Improvement Area #1 consists of approximately 292 acres projected to consist of 466 single family residential units, to be developed in one phase and which will be specially benefitted by the Authorized Improvements described in **Section III.C.**

A map of the Major Improvement Area and Neighborhood Improvement Area #1 is shown in **Table II-B.** Legal descriptions for all Parcels within the PID are included in **Appendix C.**

TABLE II-B
Public Improvement District Boundaries



C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this SAP will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area are shown for illustrative purposes only and are subject to adjustment in the future.



Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the public improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in **Section III.B**, **Section III.C** and **Section III.D**. Any change to the list of Authorized Improvements, including any Future Neighborhood Improvement Area Improvements as described in **Section III.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, the Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the Actual Costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements; and, the Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements. This cost allocation between the Major Improvement Area and Neighborhood Improvement Area is shown in more detail on **Table IV-A**.

The Major Improvements are described below. **Table III-A** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$22,621,520. The costs shown in **Table III-A** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Owner, all as described herein.

A description of the Major Improvements follows:

- *Offsite Wastewater Treatment Plant (WWTP)*

The proposed Wastewater Treatment Plant has been permitted by the Texas Commission on Environmental Quality ("TCEQ") TPDES Permit No. WQ0014946-001. The wastewater facilities will be constructed in three (3) phases, treating wastewater in the following quantities: 0.1 million gallons per day ("MGD"), 0.5 MGD, and 0.99 MGD; expansions will be constructed as dictated by demand.

The first phase facility will be a package type activated sludge plant using the extended aeration mode of treatment. Specific treatment components will include a grit chamber/bar screen at the headworks, an aeration basin, a clarifier, and a chlorine contact chamber.

The second phase will provide treatment up to 0.5 MGD using two (2) site-constructed 0.25 MGD circular-type activated sludge facilities utilizing the conventional complete mix aeration mode with nitrification. Once these second phase facilities are in operation, the first phase facilities will be essentially abandoned but may perhaps be used for additional waste sludge digestions and storage. These second phase facilities will include a new grit chamber/bar screen headworks, a splitter box, an aeration basin, a clarifier, and a chlorine contact chamber prior to discharge in a pipe and thence to the Colorado River.

The third phase facilities will provide treatment up to 0.99 MGD with the addition of a 0.49 MGD circular type activated sludge facility utilizing the conventional complete mix aeration mode with nitrification. The third phase 0.49 MGD facilities will include the installation of a second splitter box immediately upstream of the existing splitter box, but downstream of the existing grit chamber/bar screen headworks.

It is more likely, however, that a single splitter box capable of providing flow splitting to the third phase will be constructed in the second phase with $\frac{1}{4}$ and $\frac{1}{2}$ flow splits. The second phase bar screen is expected to be designed and constructed for the 0.99 MGD flow. The operation of the third phase facilities will be similar to the second phase facilities with the exception of size.

A certified operator or professional services company will operate and maintain the sewer system according to State/TCEQ standards.

Sludge disposal from the plant has been approved to be hauled off by a registered transporter to the City of Austin Walnut Creek Wastewater Treatment Facility where it will be digested, dewatered, and then disposed of with the bulk sludge from the plant accepting the sludge, which is then authorized to dispose of the sludge at a TCEQ authorized land application site or co-disposal landfill.

Effluent Limitations are 10 milligram per liter ("mg/l") CBOD₅, 15 mg/l TSS, 2 mg/l NH₃-N & 5.0 mg/l DO. The effluent shall contain a chlorine residual of 4.0 mg/l after detention time of at least 20 minutes based on peak flow.

- *WW TP Effluent Line (Phase 1 Only)*

The effluent line from the lift station is proposed as a 24-inch SDR 26 PVC gravity line (along with associated manholes) extending approximately 8,500 linear feet ("LF") from the wastewater treatment plant and discharging directly into the Colorado River about 500 LF downstream of the confluence of Wilbarger Creek. The 24-inch line is sized for ultimate build-out for the entire XS Ranch property with an estimated 10,500 Living Unit Equivalents ("LUEs"), which equates to approximately a 2.6 MGD Wastewater Treatment Plant Facility.

- *Offsite Waterline to Aqua Tie In*

A 24-inch waterline (class 250 Ductile Iron Pipe) will be extended approximately 30,500 LF from the Aqua point of delivery to the first phase of the development to the west side of XS Ranch Road/Riverhaven Boulevard. This 24-inch waterline will serve the first phase of the development with adequate pressure and fire flow. The water line improvements will generally follow Aqua Water Supply Corp, City of Bastrop, and TCEQ design criteria and will include air release valves, fire hydrants, 2-inch gate valves, a bore underneath the Union Pacific Railroad, a bore underneath Big Sandy Creek, and several locations with encasement pipe added for ease of maintenance in the future along with associated joint restraints, thrust blockings and appurtenances necessary for installation of this line. The line is designed to be a minimum of 48 inches deep from top of pipe or 36 inches from bottom of subgrade of any future roadways. This item will not be funded by the PID.

- *Road A Offsite (from FM 969 to Bridge)*

The roadway from FM 969 to the Colorado River Bridge (XS Ranch Road/Riverhaven Boulevard) is estimated at 2,700 LF with a right-of-way ("ROW") ranging in width from 120 feet to 195 feet. The standard roadway section is planned to include four 12-foot lanes, a median varying in width from 14 feet to 78 feet, a 6-foot sidewalk on the east side and bar ditches on both sides of the roadway. The median is proposed to include a 6-inch curb gutter and a 2-foot ribbon curb along the outside edges of the pavement. The standard roadway section is also planned to include a 6-inch Moisture Condition Subgrade ("MCS"), 10 inches of Crushed Limestone Base ("CLB"), one layer of triaxial geogrid, 2.5 inches of Type B asphalt and 2 inches of Type C asphalt with a design speed of 40 mph.

The first phase of this roadway is proposed with the two 12-foot lanes located on each side of the median. The roadway section begins with a full section at the FM 969 and XS Road/Riverhaven Boulevard intersection, then transitions to the two lane section.

The intersection improvements proposed on FM 969 will include a left turn lane from the west and a right turn from the east into the Property.

At the northern end of the roadway, the median gradually ends and the two lanes will come together as they transition into the Colorado River Bridge.

- *Colorado River Bridge (1/2 Section)*

The Colorado River Bridge is planned to be 30 feet wide and will accommodate two lanes of traffic via two 12-foot lanes, a 2-foot shoulder and a 1-foot area for a guard rail on each side with six (6) spans (135 feet each) for a total span of 810 feet over the Colorado River. The bridge construction will include an estimated 400 feet of 42-inch concrete drilled shaft piers, 840 feet of 54-inch concrete drilled shaft piers, approximately 2,600 square feet of concrete slab, 3,200 LF of pre-stressed concrete beams along with associated guardrails, mechanically stabilized earth ("MSE") retaining walls, and conduit for electric improvements and decorative lighting improvements.

The bridge is designed to support American Association of State Highway and Transportation Officials ("AASHTO") Highway Loading("HL")-93 highway traffic loading standards and resist wind loads up to 115 miles per hour and stream forces up to 9.4 feet per second. The low cord of the bridge is proposed to be five feet above the FEMA 100-year floodplain to allow for an adequate safety factor in case of a flood. This makes the driving surface of the bridge to be approximately 9.7 feet above the 100-year floodplain.

- *Road A within PID Boundary (1/2 Section)*

The roadway from the Colorado River Bridge (XS Ranch Road/Riverhaven Boulevard) is estimated to be 8,000 LF with a ROW varying in width from 120 feet to 350 feet. The standard roadway section is planned to include four 12-foot lanes, a median with widths varying from 14 feet to 350 feet, a 6-foot sidewalk on the east side and bar ditches on both sides of the roadway. The median is also planned to include a six-inch curb gutter and a two-foot ribbon curb along the outside edges. The roadway section is proposed with 6 inches of MCS, 12 inches of CLB, one layer of Triaxial Geogrid, 5.5 inches of Type A/B asphalt and 2.0 inches of Type C asphalt for a total thickness of 25.5 inches. However, the cross section width may be reduced three inches (reduction of CLB) when/if the subgrade plasticity index ("PI") is less than 20.

The first phase of the roadway is planned to include two 12-foot lanes located on each side of the median. The roadway section begins with a full section from the bridge through the traffic circle and then reduces to the first phase section described above. The roadway continues north with the section until near Sayers Road. At this location, the two-lane section transitions into the full section traffic circle where the two-lane section merges into Sayers Road, an existing substandard roadway that ultimately will have similar sections as XS Ranch Road/Riverhaven Boulevard.

- *Road G*

Road G (Sweetsong Boulevard) is planned to be an 80-foot ROW section with three 12-foot lanes (36 feet of pavement) for 7,000 LF, a 6-inch curb and gutter section and an 8-foot sidewalk on one side. The pavement section is proposed as six inch MCS, 15 inches of CLB, and 2.5 inches of Type C asphalt, for a total thickness of 23.5 inches. However, the cross section width may be reduced by five inches (reduction of CLB) when/if the subgrade PI is less than 20. The roadway is a loop road that intersects XS Ranch/Riverhaven Boulevard at two locations.

The roadway is classified as a neighborhood collector and provides for central access through the Phase 1 development. Associated water, wastewater, storm, and electric/telecommunication improvements will be constructed within the ROW or immediately adjacent.

- *Lift Station #1, Trunk Line, Force Main*

There are two main trunklines that will drain into the lift station, one coming from the west Trunkline A, and the other coming from the north Trunkline B, each of which will have 12-inch PVC SDR 26 pipes. All wastewater flows from the project will drain into one of these trunklines. Trunkline A will be the deeper of the two and is estimated to be constructed approximately 28 feet deep at the lift station. In order to service the entire project area, the slope of this line will be a minimum of 0.20%.

The trunk-lines decrease in size as they go upstream. Both trunklines will vary in size from 12 inches at the lift station to 8 inches when they enter the upstream sections.

The lift station is to be located in the Section 1 preliminary plan and is shown on the preliminary plan as a separate lot and block. This lift station's service area is estimated to be 400 acres with an estimated 1,657 LUEs, which equates to 1,229 single family dwellings, 550,000 square feet of commercial uses, two Amenity Centers, and a 750 student middle school.

The lift station is proposed to include a 28-foot deep influent line (40-foot deep wet well) which will service the entire development area. The deeper effluent line eliminated the need for a second lift station. The lift station will ultimately have two hydroneumatic pumps (size to be determined) with an ultimate forcemain size between 10 inches and 12 inches. The forcemain (SDR-21 Yelomine PVC) length is estimated to be approximately 9,000 LF in length and will be along the eastern property line to the wastewater treatment plant facility. The lift station will be equipped with odor control, a back-up generator in case of power failure, a control panel, and a jib crane for maintenance. It is not anticipated that the construction of the lift station will need to be phased.

The forcemain will discharge into the wastewater treatment plant's "Equalizer Tank," where its output will then be metered into the wastewater plant at an acceptable flowrate.

- *Mass Grading*

The development area along the Colorado River is extremely flat. As such, the optimal manner to develop the property and safely convey stormwater would will be to construct linear lakes to safely convey stormwater through the Property. The mass grading project encompasses seven linear lakes ranging in size from 1 acre to 35 acres in area, for approximately 45 acres of lake area. The lakes are all planned to be constructed with depths ranging between 12 feet and 15 feet.

The lakes, when constructed, will be lined with a clay liner to avoid/minimize seepage. An extensive geotechnical analysis of the entire area consisting over 100 borings and associated test pits determined that there was an adequate amount of clay (in the proposed areas of the lakes) to install a 2-foot clay liner around each lake which is expected to limit the seepage rate to less than 0.2 inches per day, the maximum infiltration rate that could be supported with make-up water.

Because of the flat topography, a significant amount of fill will be needed to raise the development pods so they can safely drain stormwater through the subdivision directly to these lakes. These linear lakes will then also serve as the source of the fill material needed for the fill areas with the goal to balance the site through the various cut and fill activities.

To determine the excavation needed and the depths of the lakes, a mass balancing of the site was undertaken. After extensive soil analysis by geotechnical engineers, a compaction factor of 1.22 was utilized (i.e., for every cubic yard coming out of the ground, 1.22 cubic yards will be needed to compact it on site). Utilizing this factor and taking into account the cut/fill areas, there will need to be approximately 1,600,000 cubic yards of earthwork to balance the site and build it according to plan.

In order to ensure a balanced site, the contractor will be provided other locations to both obtain and place dirt.

- *Public Colorado River Trail*

The Colorado River Trail consists of approximately 10,890 LF of 10-foot wide concrete walk. This trail will be located within a 20-foot wide easement. Other appurtenances will include drainage culverts and swales, trail signage, and six benches that will be constructed separately from the Neighborhood Improvement Area #1 Public Improvements.

Table III-A Actual Costs of Authorized Improvements - Major Improvements	
Description	Authorized Improvements
Offsite Wastewater Treatment Plant (WWTP)	\$ 799,781
WWTP Effluent Line	\$ 531,038
Road A Offsite (from 969 to Bridge)	\$ 3,293,264
Colorado River Bridge (1/2 Section)	\$ 4,682,000
Road A within PID Boundary (1/2 Section)	\$ 1,096,872
Road G	\$ 1,592,715
Lift Station #1, Trunk Line, Force Main	\$ 3,050,391
Mass Grading	\$ 7,091,338
Public Colorado River Trail	\$ 484,123
Total Authorized Improvements	\$ 22,621,520
Note: Costs provided by RMD Development Partners, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates. Some soft costs shown in Table III-A have been completed and will be reimbursed upon issuance of the Major Improvement Bond pursuant to the PID Financing Agreement.	

C. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-B** shows the Actual Costs to construct the Neighborhood Improvement Area #1 Improvements is \$9,153,106 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund Authorized Improvements that benefit Neighborhood Improvement Area #1 and the portion of the Major Improvements allocable to Neighborhood Improvement Area #1. The Actual Costs shown in **Table III-B** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein, from funds contributed by the Owner, pursuant to the PID Reimbursement Agreement, and the issuance of any additional bonds secured by assessments levied within Neighborhood Improvement Area #1.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Roadway Improvements*

Internal roadways for all of the sections are classified as local street cluster, all of which will have a 48-foot ROW with 28 feet of pavement with 6 inch curb & gutter, two 10-foot driving lanes, one 8-foot parking lane, and a 4-foot detached sidewalk on both sides.

Each roadway section will generally include 6 inches of MCS, 10 inches of CLB and 2 inches of Type C asphaltic concrete for a total thickness of 18.0 inches. However, the cross-section may be reduced by 2 inches via a reduction of CLB when/if the subgrade PI is less than 20.

- *Water Improvements*

Water improvements will consist primarily of 8-inch PVC C-900 waterlines with single and double services to the lots. Fire hydrants will be placed at approximately 300-foot intervals with all fire hydrants tying into the 8-inch waterline with 6-inch ductile iron leads. All associated tees and valves will be installed as necessary and designed to meet TCEQ and City of Bastrop design standards.

All waterlines will have a minimum of a 9-foot clearance (from outside of pipe) between a wastewater line and a minimum of 5 feet of clearance from other utilities. These items will not be funded by the PID.

- *Wastewater Improvements*

Wastewater improvements will consist primarily of 8-inch PVC SDR 26 wastewater lines with single and double services to the lots. Manholes will be provided at every bend and will be no more than 300 feet in distance from each other. These improvements will be designed to meet TCEQ and City of Bastrop design standards.

- *Drainage Improvements*

Drainage improvements will primarily consist of 5-foot or 10-foot street inlets and associated storm lines draining from each inlet to the proposed lakes mentioned earlier. The drainage improvements will be designed to meet the City of Bastrop standards. All storm sewer pipe will be Reinforced Concrete Pipe ("RCP") Class III except in those areas where adequate depth is not available. In those limited instances, Class IV pipe will be utilized.

The design standards for the City of Bastrop are designed to ensure that water remains within the inlets for a 25-year storm and that water is permitted to spread across the width of the ROW in the event of a 100-year storm.

Detention for the site is provided by the area lakes mentioned above for that portion of the flow that drains to the eastern portion of the property. The City requires that detention be provided for 5-year, 10-year, 25-year, and 100-year storm events. For the portion of the drainage that will flow directly to the Colorado River, no detention will be required.

- *Erosion Control*

Temporary erosion control will be provided throughout the entire site in stages and will be in place and monitored during construction. These temporary erosion control devices will consist of silt fences, rock berms, hay bales, and mulch socks; constructing sequencing methods (building lakes or drainage ponds first so as to have any runoff enter these ponds before exiting off the property) and as watering the site (dust control) during dry periods. Upon final completion of the improvements, all disturbed areas will be hydromulched or seeded or top soil provided with coastal Bermuda grass will be placed within disturbed areas.

A Stormwater Pollution Prevention Plan will be prepared to meet TCEQ requirements and will be provided to the contractor. TCEQ requires that on-site observations be performed every two weeks (in a non-rain event) or when there is 0.5 inch of rainfall within a 24 hour period. The observations must be performed by a qualified individual who must keep a log of all site visits. Prior to commencing construction, the contractor is required to complete and send out to the TCEQ a Notice of Intent which authorizes the contractor to begin construction within 72 hours of mailing the notice. Upon completion of the project and after all vegetation is grown, the contractor must file a Notice of Termination after which no more reporting or observations are required.

Table III-B Actual Costs of Authorized Improvements - Neighborhood Improvement Area #1	
Description	Authorized Improvements
Roadway Improvements	\$ 3,348,697
Wastewater Improvements	\$ 2,455,711
Drainage Improvements	\$ 2,790,581
Erosion Control	\$ 558,116
Total Authorized Improvements	\$ 9,153,106
Note: Costs provided by RMD Development Partners, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates. Some soft costs shown in Table III-B have been completed and will be reimbursed upon issuance of the Neighborhood Improvement Area #1 Bond pursuant to the PID Financing Agreement.	

D. Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g., a **Table III-C** will be added to show the Actual Costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel from the Authorized Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-A details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-B** details the allocation of costs of the Neighborhood Improvement Area Improvements between Neighborhood Improvement Area #1's share of the Major Improvements and the specific Neighborhood Improvement Area #1 Improvements.

This section of this SAP is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements and the Neighborhood Improvement Area #1 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Neighborhood Improvement Area #1 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended, subject to City Council approval, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements and the Neighborhood Improvement Area #1 Improvements through the PID is beneficial to the City. Accordingly, the Major Improvements and the Neighborhood Improvement Area #1 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements, are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-A**. The Actual Costs detailed in **Table IV-A** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-A
Major Improvements
Cost Allocation - Major Improvement Costs
Major Improvement Area & Neighborhood Improvement Area #1

Authorized Improvement	Total Cost (a) (b)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Offsite Wastewater Treatment Plant (WWTP)	\$ 799,781	71%	\$ 564,521	29%	\$ 235,259
WWTP Effluent Line	531,038	0%	-	100%	531,038
Road A Offsite (from 969 to Bridge)	3,293,264	71%	2,324,534	29%	968,730
Colorado River Bridge (1/2 Section)	4,682,000	71%	3,304,767	29%	1,377,233
Road A within PID Boundary (1/2 Section)	1,096,872	71%	774,222	29%	322,650
Road G	1,592,715	71%	1,124,210	29%	468,505
Lift Station #1, Trunk Line, Force Main	3,050,391	71%	2,153,103	29%	897,287
Mass Grading	7,091,338	71%	5,005,386	29%	2,085,951
Public Colorado River Trail	484,123	71%	341,716	29%	142,407
Total Authorized Improvements	\$ 22,621,520		\$ 15,592,460		\$ 7,029,060

(a) See Table III-A for details.

D. Allocation of Costs of Neighborhood Improvement Area Improvements

The Neighborhood Improvement Area #1 Improvements will provide a special benefit only to the property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1. The Actual Costs of the Neighborhood Improvement Area #1 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-B**. The Actual Costs detailed in **Table IV-B** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP and the PID Act.

Table IV-B
Neighborhood Improvement Area #1
Cost Allocation of Neighborhood Improvement Area #1 Improvements

Authorized Improvement	Total Cost (a) (b)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Offsite Wastewater Treatment Plant (WWTP)	\$ 235,259	100%	\$ 235,259	0%	\$ -
WWTP Effluent Line	531,038	100%	531,038	0%	-
Road A Offsite (from 969 to Bridge)	968,730	100%	968,730	0%	-
Colorado River Bridge (1/2 Section)	1,377,233	100%	1,377,233	0%	-
Road A within PID Boundary (1/2 Section)	322,650	100%	322,650	0%	-
Road G	468,505	100%	468,505	0%	-
Lift Station #1, Trunk Line, Force Main	897,287	100%	897,287	0%	-
Mass Grading	2,085,951	100%	2,085,951	0%	-
Public Colorado River Trail	142,407	100%	142,407	0%	-
Roadway Improvements	3,348,697	0%	-	100%	3,348,697
Wastewater Improvements	2,455,711	0%	-	100%	2,455,711
Drainage Improvements	2,790,581	0%	-	100%	2,790,581
Erosion Control	558,116	0%	-	100%	558,116
Total Authorized Improvements	\$ 16,182,166		\$ 7,029,060		\$ 9,153,106

(a) See Table III-B for details.

E. Allocation of Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g., **Table IV-E** will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

F. Special Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment for the Major Improvement Area across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot or Parcel to the total build out value for all Parcels within the Major Improvement Area. **Table IV-C** summarizes the allocation of the Special Assessments, including the Owners Association Assessment Allocation, relating to the Major Improvement Area Bonds for the Assessed Property within the Major Improvement Area.

Based on the Actuals Costs provided by the Owner for the Authorized Improvements, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP and the PID Act. **Table IV-C** summarizes the initial allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of Major Improvement Area Bonds that are sold.

Table IV-C
Assessment Allocation - Major Improvement Bond

Lot Type (a)	# of Lots (a)	Estimated Buildout AV	% of Total	Total Assessment (a)	Annual Total Installment (b)	Total Assessment per Lot	Annual Installment per Lot
45'	113	11,475,000	6.1%	\$ 304,075	\$ 25,020	\$ 2,691	\$ 221
50'	270	30,000,000	16.1%	\$ 794,968	\$ 65,412	\$ 2,944	\$ 242
60'	130	6,900,000	3.7%	\$ 182,843	\$ 15,045	\$ 1,406	\$ 116
70'	45	15,750,000	8.4%	\$ 417,358	\$ 34,341	\$ 9,275	\$ 763
80'	27	10,800,000	5.8%	\$ 286,188	\$ 23,548	\$ 10,600	\$ 872
110'	90	42,900,000	23.0%	\$ 1,136,804	\$ 93,539	\$ 12,631	\$ 1,039
50' Club Cottage	73	18,250,000	9.8%	\$ 483,605	\$ 39,792	\$ 6,625	\$ 545
45' Active Adult	61	13,725,000	7.3%	\$ 363,698	\$ 29,926	\$ 5,962	\$ 491
50' Active Adult	122	30,500,000	16.3%	\$ 808,217	\$ 66,502	\$ 6,625	\$ 545
65' Active Adult	20	6,500,000	3.5%	\$ 172,243	\$ 14,173	\$ 8,612	\$ 709
Subtotal	951	186,800,000	100.0%	\$ 4,950,000	\$ 407,300		
Owners Association	-	-		\$ 50,000	\$ 4,114		
Total	951	\$ 186,800,000	100.0%	\$ 5,000,000	\$ 411,414		

(a) Estimates show the principal amounts of each assessment and are based on information available as of x/xx/2016, the date the original SAP was adopted by the City Council. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the Major Improvement Bond.

(b) Annual Total Installment is for first full year after use of capitalized interest.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Major Improvement Area Authorized Improvements allocated to Neighborhood Improvement Area #1 and the Neighborhood Improvement Area #1 Improvements to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment for Neighborhood Improvement Area #1 across all Parcels or Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Parcel or Lot within Neighborhood Improvement Area #1 to the total build out value for the Neighborhood Improvement Area #1. **Table IV-D** summarizes the allocation of the Special Assessments, including the Owners Association Special Assessment Allocation, relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the Actual Costs provided by the Owner for the Neighborhood Area #1 Improvements, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area #1 Authorized Improvements and allocated share of the Major Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP and the PID Act. **Table IV-D** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Lot Type (a)	# of Lots (a)	Estimated Buildout AV	% of Total	Total Assessment (a)	Annual Total Installment (b)	Total Assessment per Lot	Annual Installment per Lot
45'	67	13,138,788	11.4%	\$ 1,352,396	\$ 109,144	\$ 20,185	\$ 1,629
50'	115	25,057,389	21.7%	\$ 2,579,196	\$ 208,152	\$ 22,428	\$ 1,810
60'	138	36,082,641	31.3%	\$ 3,714,042	\$ 299,739	\$ 26,913	\$ 2,172
70'	23	7,016,069	6.1%	\$ 722,175	\$ 58,283	\$ 31,399	\$ 2,534
80'	3	1,045,874	0.9%	\$ 107,653	\$ 8,688	\$ 35,884	\$ 2,896
110'	10	4,793,588	4.2%	\$ 493,411	\$ 39,820	\$ 49,341	\$ 3,982
50' Active Adult	44	9,587,175	8.3%	\$ 986,823	\$ 79,641	\$ 22,428	\$ 1,810
65' Active Adult	66	18,694,991	16.2%	\$ 1,924,304	\$ 155,299	\$ 29,156	\$ 2,353
Subtotal	466	115,416,515	100.0%	\$ 11,880,000	\$ 958,766		
Owners Association	-	-		\$ 120,000	\$ 9,685		
Total	466	\$ 115,416,515	100.0%	\$ 12,000,000	\$ 968,450		

(a) Estimates show the principal amounts of each assessment and are based on information available as of x/xx/2016, the date the original SAP was adopted by the City Council. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #1 Bonds.

(b) Annual Total Installment is for first full year after use of capitalized interest.

- *Assessment Methodology for Future Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

G. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll and according to the Neighborhood Improvement Area Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

H. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll shown on **Appendix A** and **Appendix B**, which are subject to revision through Annual Service Plan Updates.

I. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "**Excess Interest Rate**"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e., 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.J** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e., 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.K** below.

J. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve

is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City.

K. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately __ months for the Major Improvements to be constructed. It is anticipated that it will take approximately 12 months for the Neighborhood Improvement Area #1 Improvements to be constructed.

The Actual Costs for the Major Improvements plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$17,292,460 as shown in **Table V-A**. The Actual Costs for the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area#1 's allocable share of the Major Improvements plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$19,300,666 as shown in **Table V-B**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Rolls shown on **Appendix A** and **Appendix B**. Any update to this SAP is herein referred as an "**Annual Service Plan Update**."

Table V-A summarizes the sources and uses of funds required to construct the Major Improvements, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-A Major Improvement Bond Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 5,000,000
Owner Contribution (a)	12,292,460
	<u>\$ 17,292,460</u>
Uses of Funds	
Authorized Improvements (b)	\$ 15,592,460
	<u>\$ 15,592,460</u>
Other Fund Deposits:	
Reserve Fund Account(c)	\$ 500,000
Capitalized Interest Account (d)	700,000
	<u>\$ 1,200,000</u>
Costs of Issuance (e):	<u>\$ 350,000</u>
Underwriter Discount/Underwriter Counsel Fee (f):	\$ 150,000
	<u>\$ 17,292,460</u>
(a) Owner will fund all costs not covered by the Major Improvement Bond.	
(b) See Table III-A and Table IV-A for details. Excludes the Major Improvement Bond Costs of Issuance, which are identified separately.	
(c) The Major Improvement Bond will include a reserve fund calculated in accordance with IRS rules.	
(d) The Major Improvement Bond will include 24 months of capitalized interest.	
(e) The Costs of Issuance will include a prepayment of the first year's Administrative Expenses.	
(f) The Major Improvement Bond will have a 3% Underwriter's Discount & Underwriter	

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1's share of the Major Improvements and Neighborhood Improvement Area #1 Improvements, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B
Neighborhood Improvement Area #1 Bond Series A
Sources and Uses of Funds

Sources of Funds	
Gross Bond Amount	\$ 11,550,000
Owner Contribution (a)	7,750,666
	<u>\$ 19,300,666</u>
Uses of Funds	
Authorized Improvements (b)	\$ 16,182,166
	<u>\$ 16,182,166</u>
Other Fund Deposits:	
Reserve Fund Account(c)	\$ 1,155,000
Capitalized Interest Account (d)	808,500
	<u>\$ 1,963,500</u>
Costs of Issuance (e):	<u>\$ 808,500</u>
Underwriter Discount/Underwriter Counsel Fee (e):	<u>\$ 346,500</u>
	<u>\$ 19,300,666</u>

(a) Owner will fund all costs not covered by the Neighborhood Improvement Area #1 Bond.
(b) See Table III-B and Table IV-B for details. Excludes the Neighborhood Improvement Area #1 Bond Costs of Issuance, which are identified separately.
(c) The Neighborhood Improvement Area #1 Bond will include a reserve fund calculated in accordance with IRS rules.
(d) The Neighborhood Improvement Area #1 Bond will include 12 months of capitalized interest.
(e) The Neighborhood Improvement Area #1 Bond will have a 3% Underwriter's Discount & Underwriter Counsel Fee.

The projected Annual Installments for the first five years after the approval of this SAP for the Major Improvement Area Bonds are presented in **Table V-C**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

**Table V-C
Major Improvement Bond
Projected Annual Installments**

Year Ending January 1,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Total Debt Service & Administrative Expenses	Capitalized Interest	Annual Installments
2017	\$ -	\$ 350,000	\$ 35,000	\$ 10,000	\$ 15,000	\$ 410,000	\$ 350,000	\$ 60,000
2018	\$ -	\$ 350,000	\$ 35,700	\$ 10,000	\$ 15,000	\$ 410,700	\$ 350,000	\$ 60,700
2019	\$ -	\$ 350,000	\$ 36,414	\$ 10,000	\$ 15,000	\$ 411,414	\$ -	\$ 411,414
2020	\$ -	\$ 350,000	\$ 37,142	\$ 10,000	\$ 15,000	\$ 412,142	\$ -	\$ 412,142
2021	\$ -	\$ 350,000	\$ 37,885	\$ 10,000	\$ 15,000	\$ 412,885	\$ -	\$ 412,885
Total	\$ -	\$ 1,750,000	\$ 182,141	\$ 50,000	\$ 75,000	\$ 2,057,141	\$ 700,000	\$ 1,357,141

Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID less the Capitalized Interest. The debt service estimates are based on a proposed debt service schedule which includes a 7.00% interest rate and a 30 year term for the Major Improvement Bond.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

**Table V-D
Neighborhood Improvement Area #1 Bond Series A and Series B
Projected Annual Installments**

Year Ending January 1,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Total Debt Service & Administrative Expenses	Capitalized Interest	Annual Installments
2017	\$ -	\$ 808,500	\$ 35,000	\$ 23,100	\$ 34,650	\$ 901,250	\$ 808,500	\$ 92,750
2018	\$ -	\$ 808,500	\$ 35,700	\$ 23,100	\$ 34,650	\$ 901,950	\$ -	\$ 901,950
2019	\$ -	\$ 808,500	\$ 36,414	\$ 23,100	\$ 34,650	\$ 902,664	\$ -	\$ 902,664
2020	\$ -	\$ 837,750	\$ 37,142	\$ 24,000	\$ 36,000	\$ 969,892	\$ -	\$ 969,892
2021	\$ -	\$ 837,750	\$ 37,885	\$ 24,000	\$ 36,000	\$ 971,335	\$ -	\$ 971,335
Total	\$ -	\$ 4,101,000	\$ 182,141	\$ 117,300	\$ 175,950	\$ 4,647,091	\$ 808,500	\$ 3,838,591

Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID less the Capitalized Interest. The debt service estimates are based on a proposed debt service schedule which includes a 7.00% interest rate for Neighborhood Improvement Area #1 Bond Series A, a 6.50% interest rate for Neighborhood Improvement Area #1 Bond Series B, and a 30 year term for the Neighborhood Improvement Area #1 Bonds. The Projected Annual Installments assume Neighborhood Improvement Area #1 Bond Series B will be issued in 2020.

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. **Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area**

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. **Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1**

The Special Assessments and Annual Installments for the Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iii) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. **Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas**

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments for Parcels Located Within the Major Improvement Area and Neighborhood Improvement Area #1

i. Upon Division Prior to Recording of Subdivision Plat

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix D** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-C** and **Table IV-D** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-C** and **Table IV-D**.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-C** and **Table IV-D**.

ii. Upon Subdivision by a Recorded Subdivision Plat

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-C** and **Table IV-D**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-C** and **Table IV-D**.

iii. Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

E. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

The City may, but is not obligated to, annex the PID Property not sooner than ten (10) years after the first PID bond issuance. In the event the City determines that it will annex the PID Property, then, upon annexation, the City shall concurrently assume all debts, liabilities, and obligations relating to the PID.

G. Reduction of Special Assessments

If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. Additionally, the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, use such excess bond proceeds to fund additional Authorized Improvements in the PID. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of such PID Bonds.

Similarly, if the City does not undertake some of the Authorized Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing such PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of such PID Bonds.

H. Payment of Special Assessments

i. Payment in Full

- a. The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- b. If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment in full amount upon payment.
- c. Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- d. At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the partial payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

ii. Payment of Annual Installments

- a. If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, as adjusted for partial payments, if any, each year in the amounts shown in the applicable Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

- b. The Annual Installments as listed on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll have been calculated assuming interest rate on the Major Improvement Area Bonds of 7.0%, and an interest rate on the Neighborhood Improvement Area #1 Series A Bonds of 7.0% and an interest rate of the expected Neighborhood Improvement Area #1 Series B Bonds of 6.50%. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll except pursuant to any amendment or update to this SAP.
- c. The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.
- d. The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "**PID Bonds**" for purposes of this SAP.

I. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

J. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

K. Surplus Funds Remaining in the Neighborhood Improvement Area #1 Bond Account

If proceeds from the Neighborhood Improvement Area # 1 Bonds still remain after all of the Neighborhood Improvement Area Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

Section VII

THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Major Improvements. **Table VII-A** summarizes the \$17,292,460 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements, the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$5,000,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$5,000,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-F**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Special Benefit Summary Major Improvement Bond	
Authorized Improvement	Total Cost
<i>Major Improvements</i>	
Total Authorized Improvements	\$ 15,592,460
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 500,000
Capitalized Interest	\$ 700,000
Underwriter's Discount/Underwriter Counsel	\$ 150,000
Cost of Issuance	\$ 350,000
Total PID Formation/Bond Cost of Issuance	\$ 1,700,000
Total Special Benefit	\$ 17,292,460
Proposed Special Assessment	\$ 5,000,000
Excess Benefit	\$ 12,292,460

B. Neighborhood Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area Improvements and the portion of the Major Improvements allocable to Neighborhood Improvement Area #1. **Table VII-B** summarizes the \$19,390,666 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Improvements, the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$12,000,000, which is less than the benefit received by the Neighborhood Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$12,000,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-F**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B Special Benefit Summary Neighborhood Improvement Area #1 Bond Series A and Series B	
Authorized Improvement	Total Cost
<i>Neighborhood Improvements</i>	
Total Authorized Improvements	\$ 16,182,166
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 1,200,000
Capitalized Interest	\$ 808,500
Underwriter's Discount/Underwriter Counsel	\$ 360,000
Cost of Issuance	\$ 840,000
Total PID Formation/Bond Cost of Issuance	\$ 3,208,500
Total Special Benefit	\$ 19,390,666
Proposed Special Assessment	\$ 12,000,000
Excess Benefit	\$ 7,390,666

C. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by **Section VI.H** of this SAP.

The SAP Update shall reflect the actual interest on the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds and Owner funds.

Section XIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Assessed Property owner fails to give such notice, such Assessed Property owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the SAP may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Major Improvement Area Assessment Roll

Appendix A Special Assessment by Parcel		
Phase	Owner	PID Bond Special Assessment
2	XS Ranch Fund VI, L.P.	\$ 2,432,104
3	XS Ranch Fund VI, L.P.	\$ 2,517,896
HOA	XS Ranch Fund VI, L.P.	\$ 50,000
Totals		\$ 5,000,000

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 350,000.00	\$ 350,000	\$ 35,000	\$ 10,000	\$ 15,000	\$ -	\$ (350,000)	\$ 60,000
1/1/2018	\$ -	\$ 350,000.00	\$ 350,000	\$ 35,700	\$ 10,000	\$ 15,000	\$ -	\$ (350,000)	\$ 60,700
1/1/2019	\$ -	\$ 350,000.00	\$ 350,000	\$ 36,414	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 411,414
1/1/2020	\$ -	\$ 350,000.00	\$ 350,000	\$ 37,142	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 412,142
1/1/2021	\$ -	\$ 350,000.00	\$ 350,000	\$ 37,885	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 412,885
1/1/2022	\$ -	\$ 350,000.00	\$ 350,000	\$ 38,643	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 413,643
1/1/2023	\$ 25,000	\$ 350,000.00	\$ 375,000	\$ 39,416	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 439,416
1/1/2024	\$ 25,000	\$ 348,250.00	\$ 373,250	\$ 40,204	\$ 4,625	\$ 14,925	\$ -	\$ -	\$ 433,004
1/1/2025	\$ 25,000	\$ 346,500.00	\$ 371,500	\$ 41,008	\$ -	\$ 14,850	\$ -	\$ -	\$ 427,358
1/1/2026	\$ 50,000	\$ 344,750.00	\$ 394,750	\$ 41,828	\$ -	\$ 14,775	\$ -	\$ -	\$ 451,353
1/1/2027	\$ 50,000	\$ 341,250.00	\$ 391,250	\$ 42,665	\$ -	\$ 14,625	\$ -	\$ -	\$ 448,540
1/1/2028	\$ 75,000	\$ 337,750.00	\$ 412,750	\$ 43,518	\$ -	\$ 14,475	\$ -	\$ -	\$ 470,743
1/1/2029	\$ 75,000	\$ 332,500.00	\$ 407,500	\$ 44,388	\$ -	\$ 14,250	\$ -	\$ -	\$ 466,138
1/1/2030	\$ 100,000	\$ 327,250.00	\$ 427,250	\$ 45,276	\$ -	\$ 7,100	\$ -	\$ -	\$ 479,626
1/1/2031	\$ 100,000	\$ 320,250.00	\$ 420,250	\$ 46,182	\$ -	\$ -	\$ -	\$ -	\$ 466,432
1/1/2032	\$ 125,000	\$ 313,250.00	\$ 438,250	\$ 47,105	\$ -	\$ -	\$ -	\$ -	\$ 485,355
1/1/2033	\$ 150,000	\$ 304,500.00	\$ 454,500	\$ 48,047	\$ -	\$ -	\$ -	\$ -	\$ 502,547
1/1/2034	\$ 150,000	\$ 294,000.00	\$ 444,000	\$ 49,008	\$ -	\$ -	\$ -	\$ -	\$ 493,008
1/1/2035	\$ 175,000	\$ 283,500.00	\$ 458,500	\$ 49,989	\$ -	\$ -	\$ -	\$ -	\$ 508,489
1/1/2036	\$ 200,000	\$ 271,250.00	\$ 471,250	\$ 50,988	\$ -	\$ -	\$ -	\$ -	\$ 522,238
1/1/2037	\$ 225,000	\$ 257,250.00	\$ 482,250	\$ 52,008	\$ -	\$ -	\$ -	\$ -	\$ 534,258
1/1/2038	\$ 250,000	\$ 241,500.00	\$ 491,500	\$ 53,048	\$ -	\$ -	\$ -	\$ -	\$ 544,548
1/1/2039	\$ 275,000	\$ 224,000.00	\$ 499,000	\$ 54,109	\$ -	\$ -	\$ -	\$ -	\$ 553,109
1/1/2040	\$ 300,000	\$ 204,750.00	\$ 504,750	\$ 55,191	\$ -	\$ -	\$ -	\$ -	\$ 559,941
1/1/2041	\$ 350,000	\$ 183,750.00	\$ 533,750	\$ 56,295	\$ -	\$ -	\$ -	\$ -	\$ 590,045
1/1/2042	\$ 375,000	\$ 159,250.00	\$ 534,250	\$ 57,421	\$ -	\$ -	\$ -	\$ -	\$ 591,671
1/1/2043	\$ 400,000	\$ 133,000.00	\$ 533,000	\$ 58,570	\$ -	\$ -	\$ -	\$ -	\$ 591,570
1/1/2044	\$ 450,000	\$ 105,000.00	\$ 555,000	\$ 59,741	\$ -	\$ -	\$ -	\$ -	\$ 614,741
1/1/2045	\$ 500,000	\$ 73,500.00	\$ 573,500	\$ 60,936	\$ -	\$ -	\$ -	\$ -	\$ 634,436
1/1/2046	\$ 550,000	\$ 38,500.00	\$ 588,500	\$ 62,155	\$ -	\$ -	\$ (650,655)	\$ -	\$ -
Totals	\$ 5,000,000	\$ 8,235,500	\$ 13,235,500	\$ 1,419,883	\$ 74,625	\$ 200,000	\$ (650,655)	\$ (700,000)	\$ 13,579,353

(a) The 1/1/XX dates represent the fiscal year end for the Bonds

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2
Annual Installments - Phase 2

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
1/1/2017	\$ -	\$ 170,247	\$ 170,247	\$ 17,025	\$ 4,864	\$ 7,296	\$ -	\$ (170,247)	\$ 29,185
1/1/2018	\$ -	\$ 170,247	\$ 170,247	\$ 17,365	\$ 4,864	\$ 7,296	\$ -	\$ (170,247)	\$ 29,526
1/1/2019	\$ -	\$ 170,247	\$ 170,247	\$ 17,713	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,120
1/1/2020	\$ -	\$ 170,247	\$ 170,247	\$ 18,067	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,475
1/1/2021	\$ -	\$ 170,247	\$ 170,247	\$ 18,428	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,836
1/1/2022	\$ -	\$ 170,247	\$ 170,247	\$ 18,797	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 201,204
1/1/2023	\$ 12,161	\$ 170,247	\$ 182,408	\$ 19,173	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 213,741
1/1/2024	\$ 12,161	\$ 169,396	\$ 181,557	\$ 19,556	\$ 2,250	\$ 7,260	\$ -	\$ -	\$ 210,622
1/1/2025	\$ 12,161	\$ 168,545	\$ 180,705	\$ 19,947	\$ -	\$ 7,223	\$ -	\$ -	\$ 207,876
1/1/2026	\$ 24,321	\$ 167,694	\$ 192,015	\$ 20,346	\$ -	\$ 7,187	\$ -	\$ -	\$ 219,548
1/1/2027	\$ 24,321	\$ 165,991	\$ 190,312	\$ 20,753	\$ -	\$ 7,114	\$ -	\$ -	\$ 218,179
1/1/2028	\$ 36,482	\$ 164,289	\$ 200,770	\$ 21,168	\$ -	\$ 7,041	\$ -	\$ -	\$ 228,979
1/1/2029	\$ 36,482	\$ 161,735	\$ 198,216	\$ 21,591	\$ -	\$ 6,931	\$ -	\$ -	\$ 226,739
1/1/2030	\$ 48,642	\$ 159,181	\$ 207,823	\$ 22,023	\$ -	\$ 3,454	\$ -	\$ -	\$ 233,300
1/1/2031	\$ 48,642	\$ 155,776	\$ 204,418	\$ 22,464	\$ -	\$ -	\$ -	\$ -	\$ 226,882
1/1/2032	\$ 60,803	\$ 152,371	\$ 213,174	\$ 22,913	\$ -	\$ -	\$ -	\$ -	\$ 236,087
1/1/2033	\$ 72,963	\$ 148,115	\$ 221,078	\$ 23,371	\$ -	\$ -	\$ -	\$ -	\$ 244,450
1/1/2034	\$ 72,963	\$ 143,008	\$ 215,971	\$ 23,839	\$ -	\$ -	\$ -	\$ -	\$ 239,810
1/1/2035	\$ 85,124	\$ 137,900	\$ 223,024	\$ 24,316	\$ -	\$ -	\$ -	\$ -	\$ 247,339
1/1/2036	\$ 97,284	\$ 131,942	\$ 229,226	\$ 24,802	\$ -	\$ -	\$ -	\$ -	\$ 254,028
1/1/2037	\$ 109,445	\$ 125,132	\$ 234,576	\$ 25,298	\$ -	\$ -	\$ -	\$ -	\$ 259,874
1/1/2038	\$ 121,605	\$ 117,471	\$ 239,076	\$ 25,804	\$ -	\$ -	\$ -	\$ -	\$ 264,880
1/1/2039	\$ 133,766	\$ 108,958	\$ 242,724	\$ 26,320	\$ -	\$ -	\$ -	\$ -	\$ 269,044
1/1/2040	\$ 145,926	\$ 99,595	\$ 245,521	\$ 26,846	\$ -	\$ -	\$ -	\$ -	\$ 272,367
1/1/2041	\$ 170,247	\$ 89,380	\$ 259,627	\$ 27,383	\$ -	\$ -	\$ -	\$ -	\$ 287,010
1/1/2042	\$ 182,408	\$ 77,463	\$ 259,870	\$ 27,931	\$ -	\$ -	\$ -	\$ -	\$ 287,801
1/1/2043	\$ 194,568	\$ 64,694	\$ 259,262	\$ 28,489	\$ -	\$ -	\$ -	\$ -	\$ 287,752
1/1/2044	\$ 218,889	\$ 51,074	\$ 269,964	\$ 29,059	\$ -	\$ -	\$ -	\$ -	\$ 299,023
1/1/2045	\$ 243,210	\$ 35,752	\$ 278,962	\$ 29,640	\$ -	\$ -	\$ -	\$ -	\$ 308,603
1/1/2046	\$ 267,531	\$ 18,727	\$ 286,259	\$ 30,233	\$ -	\$ -	\$ (316,492)	\$ -	\$ -
Totals	\$ 2,432,104	\$ 4,005,919	\$ 6,438,023	\$ 690,661	\$ 36,299	\$ 97,284	\$ (316,492)	\$ (340,495)	\$ 6,605,280

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3
Annual Installments - Phase 3

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 176,253	\$ 176,253	\$ 17,625	\$ 5,036	\$ 7,554	\$ -	\$ (176,253)	\$ 30,215
1/1/2018	\$ -	\$ 176,253	\$ 176,253	\$ 17,978	\$ 5,036	\$ 7,554	\$ -	\$ (176,253)	\$ 30,567
1/1/2019	\$ -	\$ 176,253	\$ 176,253	\$ 18,337	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,180
1/1/2020	\$ -	\$ 176,253	\$ 176,253	\$ 18,704	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,546
1/1/2021	\$ -	\$ 176,253	\$ 176,253	\$ 19,078	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,920
1/1/2022	\$ -	\$ 176,253	\$ 176,253	\$ 19,460	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 208,302
1/1/2023	\$ 12,589	\$ 176,253	\$ 188,842	\$ 19,849	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 221,281
1/1/2024	\$ 12,589	\$ 175,371	\$ 187,961	\$ 20,246	\$ 2,329	\$ 7,516	\$ -	\$ -	\$ 218,052
1/1/2025	\$ 12,589	\$ 174,490	\$ 187,080	\$ 20,651	\$ -	\$ 7,478	\$ -	\$ -	\$ 215,209
1/1/2026	\$ 25,179	\$ 173,609	\$ 198,788	\$ 21,064	\$ -	\$ 7,440	\$ -	\$ -	\$ 227,292
1/1/2027	\$ 25,179	\$ 171,846	\$ 197,025	\$ 21,485	\$ -	\$ 7,365	\$ -	\$ -	\$ 225,875
1/1/2028	\$ 37,768	\$ 170,084	\$ 207,852	\$ 21,915	\$ -	\$ 7,289	\$ -	\$ -	\$ 237,056
1/1/2029	\$ 37,768	\$ 167,440	\$ 205,209	\$ 22,353	\$ -	\$ 7,176	\$ -	\$ -	\$ 234,738
1/1/2030	\$ 50,358	\$ 164,796	\$ 215,154	\$ 22,800	\$ -	\$ 3,575	\$ -	\$ -	\$ 241,530
1/1/2031	\$ 50,358	\$ 161,271	\$ 211,629	\$ 23,256	\$ -	\$ -	\$ -	\$ -	\$ 234,885
1/1/2032	\$ 62,947	\$ 157,746	\$ 220,694	\$ 23,721	\$ -	\$ -	\$ -	\$ -	\$ 244,415
1/1/2033	\$ 75,537	\$ 153,340	\$ 228,877	\$ 24,196	\$ -	\$ -	\$ -	\$ -	\$ 253,072
1/1/2034	\$ 75,537	\$ 148,052	\$ 223,589	\$ 24,680	\$ -	\$ -	\$ -	\$ -	\$ 248,269
1/1/2035	\$ 88,126	\$ 142,765	\$ 230,891	\$ 25,173	\$ -	\$ -	\$ -	\$ -	\$ 256,064
1/1/2036	\$ 100,716	\$ 136,596	\$ 237,312	\$ 25,677	\$ -	\$ -	\$ -	\$ -	\$ 262,988
1/1/2037	\$ 113,305	\$ 129,546	\$ 242,851	\$ 26,190	\$ -	\$ -	\$ -	\$ -	\$ 269,041
1/1/2038	\$ 125,895	\$ 121,614	\$ 247,509	\$ 26,714	\$ -	\$ -	\$ -	\$ -	\$ 274,223
1/1/2039	\$ 138,484	\$ 112,802	\$ 251,286	\$ 27,248	\$ -	\$ -	\$ -	\$ -	\$ 278,534
1/1/2040	\$ 151,074	\$ 103,108	\$ 254,182	\$ 27,793	\$ -	\$ -	\$ -	\$ -	\$ 281,975
1/1/2041	\$ 176,253	\$ 92,533	\$ 268,785	\$ 28,349	\$ -	\$ -	\$ -	\$ -	\$ 297,135
1/1/2042	\$ 188,842	\$ 80,195	\$ 269,037	\$ 28,916	\$ -	\$ -	\$ -	\$ -	\$ 297,953
1/1/2043	\$ 201,432	\$ 66,976	\$ 268,408	\$ 29,494	\$ -	\$ -	\$ -	\$ -	\$ 297,902
1/1/2044	\$ 226,611	\$ 52,876	\$ 279,486	\$ 30,084	\$ -	\$ -	\$ -	\$ -	\$ 309,571
1/1/2045	\$ 251,790	\$ 37,013	\$ 288,803	\$ 30,686	\$ -	\$ -	\$ -	\$ -	\$ 319,489
1/1/2046	\$ 276,969	\$ 19,388	\$ 296,356	\$ 31,300	\$ -	\$ -	\$ (327,656)	\$ -	\$ -
Totals	\$ 2,517,896	\$ 4,147,226	\$ 6,665,122	\$ 715,023	\$ 37,580	\$ 100,716	\$ (327,656)	\$ (352,505)	\$ 6,838,279

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
1/1/2017	\$ -	\$ 3,500	\$ 3,500	\$ 350	\$ 100	\$ 150	\$ -	\$ (3,500)	\$ 600
1/1/2018	\$ -	\$ 3,500	\$ 3,500	\$ 357	\$ 100	\$ 150	\$ -	\$ (3,500)	\$ 607
1/1/2019	\$ -	\$ 3,500	\$ 3,500	\$ 364	\$ 100	\$ 150	\$ -	\$ -	\$ 4,114
1/1/2020	\$ -	\$ 3,500	\$ 3,500	\$ 371	\$ 100	\$ 150	\$ -	\$ -	\$ 4,121
1/1/2021	\$ -	\$ 3,500	\$ 3,500	\$ 379	\$ 100	\$ 150	\$ -	\$ -	\$ 4,129
1/1/2022	\$ -	\$ 3,500	\$ 3,500	\$ 386	\$ 100	\$ 150	\$ -	\$ -	\$ 4,136
1/1/2023	\$ 250	\$ 3,500	\$ 3,750	\$ 394	\$ 100	\$ 150	\$ -	\$ -	\$ 4,394
1/1/2024	\$ 250	\$ 3,483	\$ 3,733	\$ 402	\$ 46	\$ 149	\$ -	\$ -	\$ 4,330
1/1/2025	\$ 250	\$ 3,465	\$ 3,715	\$ 410	\$ -	\$ 149	\$ -	\$ -	\$ 4,274
1/1/2026	\$ 500	\$ 3,448	\$ 3,948	\$ 418	\$ -	\$ 148	\$ -	\$ -	\$ 4,514
1/1/2027	\$ 500	\$ 3,413	\$ 3,913	\$ 427	\$ -	\$ 146	\$ -	\$ -	\$ 4,485
1/1/2028	\$ 750	\$ 3,378	\$ 4,128	\$ 435	\$ -	\$ 145	\$ -	\$ -	\$ 4,707
1/1/2029	\$ 750	\$ 3,325	\$ 4,075	\$ 444	\$ -	\$ 143	\$ -	\$ -	\$ 4,661
1/1/2030	\$ 1,000	\$ 3,273	\$ 4,273	\$ 453	\$ -	\$ 71	\$ -	\$ -	\$ 4,796
1/1/2031	\$ 1,000	\$ 3,203	\$ 4,203	\$ 462	\$ -	\$ -	\$ -	\$ -	\$ 4,664
1/1/2032	\$ 1,250	\$ 3,133	\$ 4,383	\$ 471	\$ -	\$ -	\$ -	\$ -	\$ 4,854
1/1/2033	\$ 1,500	\$ 3,045	\$ 4,545	\$ 480	\$ -	\$ -	\$ -	\$ -	\$ 5,025
1/1/2034	\$ 1,500	\$ 2,940	\$ 4,440	\$ 490	\$ -	\$ -	\$ -	\$ -	\$ 4,930
1/1/2035	\$ 1,750	\$ 2,835	\$ 4,585	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 5,085
1/1/2036	\$ 2,000	\$ 2,713	\$ 4,713	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ 5,222
1/1/2037	\$ 2,250	\$ 2,573	\$ 4,823	\$ 520	\$ -	\$ -	\$ -	\$ -	\$ 5,343
1/1/2038	\$ 2,500	\$ 2,415	\$ 4,915	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ 5,445
1/1/2039	\$ 2,750	\$ 2,240	\$ 4,990	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ 5,531
1/1/2040	\$ 3,000	\$ 2,048	\$ 5,048	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 5,599
1/1/2041	\$ 3,500	\$ 1,838	\$ 5,338	\$ 563	\$ -	\$ -	\$ -	\$ -	\$ 5,900
1/1/2042	\$ 3,750	\$ 1,593	\$ 5,343	\$ 574	\$ -	\$ -	\$ -	\$ -	\$ 5,917
1/1/2043	\$ 4,000	\$ 1,330	\$ 5,330	\$ 586	\$ -	\$ -	\$ -	\$ -	\$ 5,916
1/1/2044	\$ 4,500	\$ 1,050	\$ 5,550	\$ 597	\$ -	\$ -	\$ -	\$ -	\$ 6,147
1/1/2045	\$ 5,000	\$ 735	\$ 5,735	\$ 609	\$ -	\$ -	\$ -	\$ -	\$ 6,344
1/1/2046	\$ 5,500	\$ 385	\$ 5,885	\$ 622	\$ -	\$ -	\$ (6,507)	\$ -	\$ -
Totals	\$ 50,000	\$ 82,355	\$ 132,355	\$ 14,199	\$ 746	\$ 2,000	\$ (6,507)	\$ (7,000)	\$ 135,794

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel		
Phase	Owner	PID Bond Special Assessment
1	XS Ranch Fund VI, L.P.	\$ 11,880,000
HOA	XS Ranch Fund VI, L.P.	\$ 120,000
Totals		\$ 12,000,000

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
1/1/2017	\$ -	\$ 808,500.00	\$ 808,500	\$ 35,000	\$ 23,100	\$ 34,650	-	\$ (808,500)	\$ 92,750
1/1/2018	\$ -	\$ 808,500.00	\$ 808,500	\$ 35,700	\$ 23,100	\$ 34,650	-	-	\$ 901,950
1/1/2019	\$ -	\$ 808,500.00	\$ 808,500	\$ 36,414	\$ 23,100	\$ 34,650	-	-	\$ 902,664
1/1/2020	\$ -	\$ 837,750.00	\$ 837,750	\$ 72,142	\$ 24,000	\$ 36,000	-	-	\$ 969,892
1/1/2021	\$ -	\$ 837,750.00	\$ 837,750	\$ 73,585	\$ 24,000	\$ 36,000	-	-	\$ 971,335
1/1/2022	\$ 25,000	\$ 837,750.00	\$ 862,750	\$ 75,057	\$ 24,000	\$ 36,000	-	-	\$ 997,807
1/1/2023	\$ 25,000	\$ 836,000.00	\$ 861,000	\$ 76,558	\$ 23,950	\$ 35,925	-	-	\$ 997,433
1/1/2024	\$ 50,000	\$ 834,250.00	\$ 884,250	\$ 78,089	\$ 11,750	\$ 35,850	-	-	\$ 1,009,939
1/1/2025	\$ 75,000	\$ 830,750.00	\$ 905,750	\$ 79,651	\$ 900	\$ 35,700	-	-	\$ 1,022,001
1/1/2026	\$ 100,000	\$ 825,500.00	\$ 925,500	\$ 81,244	\$ 900	\$ 35,475	-	-	\$ 1,043,119
1/1/2027	\$ 125,000	\$ 818,500.00	\$ 943,500	\$ 82,869	\$ 450	\$ 35,175	-	-	\$ 1,061,994
1/1/2028	\$ 150,000	\$ 809,750.00	\$ 959,750	\$ 84,526	-	\$ 34,800	-	-	\$ 1,079,076
1/1/2029	\$ 175,000	\$ 799,250.00	\$ 974,250	\$ 86,217	-	\$ 34,350	-	-	\$ 1,094,817
1/1/2030	\$ 200,000	\$ 787,000.00	\$ 987,000	\$ 87,941	-	\$ 17,625	-	-	\$ 1,092,566
1/1/2031	\$ 250,000	\$ 773,000.00	\$ 1,023,000	\$ 89,700	-	\$ 1,350	-	-	\$ 1,114,050
1/1/2032	\$ 275,000	\$ 755,500.00	\$ 1,030,500	\$ 91,494	-	\$ 1,350	-	-	\$ 1,123,344
1/1/2033	\$ 350,000	\$ 736,250.00	\$ 1,086,250	\$ 93,324	-	\$ 450	-	-	\$ 1,180,024
1/1/2034	\$ 400,000	\$ 711,875.00	\$ 1,111,875	\$ 95,190	-	-	-	-	\$ 1,207,065
1/1/2035	\$ 450,000	\$ 684,000.00	\$ 1,134,000	\$ 97,094	-	-	-	-	\$ 1,231,094
1/1/2036	\$ 500,000	\$ 652,625.00	\$ 1,152,625	\$ 99,036	-	-	-	-	\$ 1,251,661
1/1/2037	\$ 550,000	\$ 617,750.00	\$ 1,167,750	\$ 101,017	-	-	-	-	\$ 1,268,767
1/1/2038	\$ 600,000	\$ 579,375.00	\$ 1,179,375	\$ 103,037	-	-	-	-	\$ 1,282,412
1/1/2039	\$ 675,000	\$ 537,500.00	\$ 1,212,500	\$ 105,098	-	-	-	-	\$ 1,317,598
1/1/2040	\$ 725,000	\$ 490,375.00	\$ 1,215,375	\$ 107,200	-	-	-	-	\$ 1,322,575
1/1/2041	\$ 800,000	\$ 439,750.00	\$ 1,239,750	\$ 109,344	-	-	-	-	\$ 1,349,094
1/1/2042	\$ 900,000	\$ 383,875.00	\$ 1,283,875	\$ 111,530	-	-	-	-	\$ 1,395,405
1/1/2043	\$ 1,000,000	\$ 321,000.00	\$ 1,321,000	\$ 113,761	-	-	-	-	\$ 1,434,761
1/1/2044	\$ 1,100,000	\$ 251,250.00	\$ 1,351,250	\$ 116,036	-	-	-	-	\$ 1,467,286
1/1/2045	\$ 1,200,000	\$ 174,500.00	\$ 1,374,500	\$ 118,357	-	-	-	-	\$ 1,492,857
1/1/2046	\$ 1,300,000	\$ 90,750.00	\$ 1,390,750	\$ 120,724	-	-	\$ (1,469,405)	-	\$ 42,070
Totals	\$ 12,000,000	\$ 19,679,125	\$ 31,679,125	\$ 2,656,934	\$ 179,250	\$ 480,000	\$ (1,469,405)	\$ (808,500)	\$ 32,717,405

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-2 Annual Installments - Phase 1

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
1/1/2017	\$ -	\$ 800,415	\$ 800,415	\$ 34,650	\$ 22,869	\$ 34,304	\$ -	\$ (800,415)	\$ 91,823
1/1/2018	\$ -	\$ 800,415	\$ 800,415	\$ 35,343	\$ 22,869	\$ 34,304	\$ -	\$ -	\$ 892,931
1/1/2019	\$ -	\$ 800,415	\$ 800,415	\$ 36,050	\$ 22,869	\$ 34,304	\$ -	\$ -	\$ 893,637
1/1/2020	\$ -	\$ 829,373	\$ 829,373	\$ 71,421	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 960,193
1/1/2021	\$ -	\$ 829,373	\$ 829,373	\$ 72,849	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 961,622
1/1/2022	\$ 24,750	\$ 829,373	\$ 854,123	\$ 74,306	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 987,829
1/1/2023	\$ 24,750	\$ 827,640	\$ 852,390	\$ 75,792	\$ 23,711	\$ 35,566	\$ -	\$ -	\$ 987,459
1/1/2024	\$ 49,500	\$ 825,908	\$ 875,408	\$ 77,308	\$ 11,633	\$ 35,492	\$ -	\$ -	\$ 999,840
1/1/2025	\$ 74,250	\$ 822,443	\$ 896,693	\$ 78,854	\$ 891	\$ 35,343	\$ -	\$ -	\$ 1,011,781
1/1/2026	\$ 99,000	\$ 817,245	\$ 916,245	\$ 80,431	\$ 891	\$ 35,120	\$ -	\$ -	\$ 1,032,688
1/1/2027	\$ 123,750	\$ 810,315	\$ 934,065	\$ 82,040	\$ 446	\$ 34,823	\$ -	\$ -	\$ 1,051,374
1/1/2028	\$ 148,500	\$ 801,653	\$ 950,153	\$ 83,681	\$ -	\$ 34,452	\$ -	\$ -	\$ 1,068,285
1/1/2029	\$ 173,250	\$ 791,258	\$ 964,508	\$ 85,355	\$ -	\$ 34,007	\$ -	\$ -	\$ 1,083,869
1/1/2030	\$ 198,000	\$ 779,130	\$ 977,130	\$ 87,062	\$ -	\$ 17,449	\$ -	\$ -	\$ 1,081,640
1/1/2031	\$ 247,500	\$ 765,270	\$ 1,012,770	\$ 88,803	\$ -	\$ 1,337	\$ -	\$ -	\$ 1,102,909
1/1/2032	\$ 272,250	\$ 747,945	\$ 1,020,195	\$ 90,579	\$ -	\$ 1,337	\$ -	\$ -	\$ 1,112,110
1/1/2033	\$ 346,500	\$ 728,888	\$ 1,075,388	\$ 92,390	\$ -	\$ 446	\$ -	\$ -	\$ 1,168,223
1/1/2034	\$ 396,000	\$ 704,756	\$ 1,100,756	\$ 94,238	\$ -	\$ -	\$ -	\$ -	\$ 1,194,995
1/1/2035	\$ 445,500	\$ 677,160	\$ 1,122,660	\$ 96,123	\$ -	\$ -	\$ -	\$ -	\$ 1,218,783
1/1/2036	\$ 495,000	\$ 646,099	\$ 1,141,099	\$ 98,046	\$ -	\$ -	\$ -	\$ -	\$ 1,239,144
1/1/2037	\$ 544,500	\$ 611,573	\$ 1,156,073	\$ 100,006	\$ -	\$ -	\$ -	\$ -	\$ 1,256,079
1/1/2038	\$ 594,000	\$ 573,581	\$ 1,167,581	\$ 102,007	\$ -	\$ -	\$ -	\$ -	\$ 1,269,588
1/1/2039	\$ 668,250	\$ 532,125	\$ 1,200,375	\$ 104,047	\$ -	\$ -	\$ -	\$ -	\$ 1,304,422
1/1/2040	\$ 717,750	\$ 485,471	\$ 1,203,221	\$ 106,128	\$ -	\$ -	\$ -	\$ -	\$ 1,309,349
1/1/2041	\$ 792,000	\$ 435,353	\$ 1,227,353	\$ 108,250	\$ -	\$ -	\$ -	\$ -	\$ 1,335,603
1/1/2042	\$ 891,000	\$ 380,036	\$ 1,271,036	\$ 110,415	\$ -	\$ -	\$ -	\$ -	\$ 1,381,451
1/1/2043	\$ 990,000	\$ 317,790	\$ 1,307,790	\$ 112,623	\$ -	\$ -	\$ -	\$ -	\$ 1,420,413
1/1/2044	\$ 1,089,000	\$ 248,738	\$ 1,337,738	\$ 114,876	\$ -	\$ -	\$ -	\$ -	\$ 1,452,613
1/1/2045	\$ 1,188,000	\$ 172,755	\$ 1,360,755	\$ 117,173	\$ -	\$ -	\$ -	\$ -	\$ 1,477,928
1/1/2046	\$ 1,287,000	\$ 89,843	\$ 1,376,843	\$ 119,517	\$ -	\$ -	\$ (1,454,711)	\$ -	\$ 41,649
Totals	\$ 11,880,000	\$ 19,482,334	\$ 31,362,334	\$ 2,630,365	\$ 177,458	\$ 475,200	\$ (1,454,711)	\$ (800,415)	\$ 32,390,230

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-3 Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
1/1/2017	\$ -	\$ 8,085	\$ 8,085	\$ 350	\$ 231	\$ 347	\$ -	\$ (8,085)	\$ 928
1/1/2018	\$ -	\$ 8,085	\$ 8,085	\$ 357	\$ 231	\$ 347	\$ -	\$ -	\$ 9,020
1/1/2019	\$ -	\$ 8,085	\$ 8,085	\$ 364	\$ 231	\$ 347	\$ -	\$ -	\$ 9,027
1/1/2020	\$ -	\$ 8,378	\$ 8,378	\$ 721	\$ 240	\$ 360	\$ -	\$ -	\$ 9,699
1/1/2021	\$ -	\$ 8,378	\$ 8,378	\$ 736	\$ 240	\$ 360	\$ -	\$ -	\$ 9,713
1/1/2022	\$ 250	\$ 8,378	\$ 8,628	\$ 751	\$ 240	\$ 360	\$ -	\$ -	\$ 9,978
1/1/2023	\$ 250	\$ 8,360	\$ 8,610	\$ 766	\$ 240	\$ 359	\$ -	\$ -	\$ 9,974
1/1/2024	\$ 500	\$ 8,343	\$ 8,843	\$ 781	\$ 118	\$ 359	\$ -	\$ -	\$ 10,099
1/1/2025	\$ 750	\$ 8,308	\$ 9,058	\$ 797	\$ 9	\$ 357	\$ -	\$ -	\$ 10,220
1/1/2026	\$ 1,000	\$ 8,255	\$ 9,255	\$ 812	\$ 9	\$ 355	\$ -	\$ -	\$ 10,431
1/1/2027	\$ 1,250	\$ 8,185	\$ 9,435	\$ 829	\$ 5	\$ 352	\$ -	\$ -	\$ 10,620
1/1/2028	\$ 1,500	\$ 8,098	\$ 9,598	\$ 845	\$ -	\$ 348	\$ -	\$ -	\$ 10,791
1/1/2029	\$ 1,750	\$ 7,993	\$ 9,743	\$ 862	\$ -	\$ 344	\$ -	\$ -	\$ 10,948
1/1/2030	\$ 2,000	\$ 7,870	\$ 9,870	\$ 879	\$ -	\$ 176	\$ -	\$ -	\$ 10,926
1/1/2031	\$ 2,500	\$ 7,730	\$ 10,230	\$ 897	\$ -	\$ 14	\$ -	\$ -	\$ 11,140
1/1/2032	\$ 2,750	\$ 7,555	\$ 10,305	\$ 915	\$ -	\$ 14	\$ -	\$ -	\$ 11,233
1/1/2033	\$ 3,500	\$ 7,363	\$ 10,863	\$ 933	\$ -	\$ 5	\$ -	\$ -	\$ 11,800
1/1/2034	\$ 4,000	\$ 7,119	\$ 11,119	\$ 952	\$ -	\$ -	\$ -	\$ -	\$ 12,071
1/1/2035	\$ 4,500	\$ 6,840	\$ 11,340	\$ 971	\$ -	\$ -	\$ -	\$ -	\$ 12,311
1/1/2036	\$ 5,000	\$ 6,526	\$ 11,526	\$ 990	\$ -	\$ -	\$ -	\$ -	\$ 12,517
1/1/2037	\$ 5,500	\$ 6,178	\$ 11,678	\$ 1,010	\$ -	\$ -	\$ -	\$ -	\$ 12,688
1/1/2038	\$ 6,000	\$ 5,794	\$ 11,794	\$ 1,030	\$ -	\$ -	\$ -	\$ -	\$ 12,824
1/1/2039	\$ 6,750	\$ 5,375	\$ 12,125	\$ 1,051	\$ -	\$ -	\$ -	\$ -	\$ 13,176
1/1/2040	\$ 7,250	\$ 4,904	\$ 12,154	\$ 1,072	\$ -	\$ -	\$ -	\$ -	\$ 13,226
1/1/2041	\$ 8,000	\$ 4,398	\$ 12,398	\$ 1,093	\$ -	\$ -	\$ -	\$ -	\$ 13,491
1/1/2042	\$ 9,000	\$ 3,839	\$ 12,839	\$ 1,115	\$ -	\$ -	\$ -	\$ -	\$ 13,954
1/1/2043	\$ 10,000	\$ 3,210	\$ 13,210	\$ 1,138	\$ -	\$ -	\$ -	\$ -	\$ 14,348
1/1/2044	\$ 11,000	\$ 2,513	\$ 13,513	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 14,673
1/1/2045	\$ 12,000	\$ 1,745	\$ 13,745	\$ 1,184	\$ -	\$ -	\$ -	\$ -	\$ 14,929
1/1/2046	\$ 13,000	\$ 908	\$ 13,908	\$ 1,207	\$ -	\$ -	\$ (14,694)	\$ -	\$ 421
Totals	\$ 120,000	\$ 196,791	\$ 316,791	\$ 26,569	\$ 1,793	\$ 4,800	\$ (14,694)	\$ (8,085)	\$ 327,174

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix C

Legal Descriptions for Parcels within the PID

Appendix D

Parcel Map

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION BY THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

2. Party Making Request: **Michael H. Talbot**

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is a "Resolution" for consideration by the City Council for suspending a "Rate Increase" by Center-Point Gas Company. This is a routine matter for the past four or so years. As you will see from reading the attached materials and Resolution, the GRIP rate authorizes gas utilities to increase rates automatically to include the cost of new infrastructure in its rates without going to the Railroad Commission for a full trial. Unfortunately, there is not much to do other than suspend the effective rate increase for 45 days. The law firm of "Herrera & Boyle that the Cities uses along with numerous other cities in Central Texas to pool their resources in these matters has sent the attached resolution for consideration by the City Council.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION NO. R-2016-15

A RESOLUTION BY THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 31, 2016 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge for a residential customer from \$20.07 to \$21.21; and

WHEREAS: In 2012, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$13.95 to \$15.28, an increase of about 9.53%; and

WHEREAS: In 2013, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$15.28 to \$16.89, an increase of about 10.54%; and

WHEREAS: In 2014, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$16.89 to \$17.89, an increase of about 5.92%; and

WHEREAS: In 2015, through its "GRIP" tariff, CenterPoint increased the customer charge for Residential customers from \$17.89 to \$20.07, an increase of about 12.19%; and

WHEREAS: With its most recent application filed on March 31, 2016, CenterPoint proposes to increase its customer charge for Residential customers by an additional \$1.14, from a charge of \$20.07 to a proposed charge of \$21.21, which represents an increase of about 5.68% over its current customer charge; and

WHEREAS: In total, since 2012, CenterPoint has increased its customer charge for Residential customers by over 52%; and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done; and

WHEREAS: the effective date proposed by CenterPoint is May 30, 2016 but a suspension by the City will mean that the rate increase cannot go into effect prior to July 14, 2016.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities ("ACM").

Section 4. The City authorizes the law firm of Herrera & Boyle, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 24th day of May 2016.

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

AGENDA INFORMATION SHEET

AGENDA ITEM NO. D.11

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program."

Under a recent decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S "GRIP" APPLICATION

On or about March 31, 2016 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedules	Current Customer Charge	2016 “GRIP” Adjustment	Adjusted Charge
R-2085-GRIP 2016 - Residential	\$20.07 per customer per month	\$1.14 per customer per month	\$21.21 per customer per month
GSS-2085-GRIP 2016 - General Service Small	\$32.44 per customer per month	\$2.31 per customer per month	\$34.75 per customer per month
GSLV-616-GRIP 2016 - General Service Large Volume	\$174.75 per customer per month	\$13.50 per customer per month	\$188.25 per customer per month

HISTORY OF CENTERPOINT’S “GRIP” FILINGS SINCE 2012:

In 2012, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$13.95 to \$15.28, an increase of about 9.53%.

In 2013, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$15.28 to \$16.89, an increase of about 10.54%.

In 2014, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$16.89 to \$17.89, an increase of about 5.92%.

In 2015, through its “GRIP” tariff, CenterPoint increased the customer charge for Residential customers from \$17.89 to \$20.07, an increase of about 12.19%.

With its most recent application filed on March 31, 2016, CenterPoint proposes to increase its customer charge for Residential customers by an additional \$1.14 from \$20.07 to \$21.21, which represents an increase of about 5.68% over its current customer charge for Residential customers.

In total, since 2012, CenterPoint has increased its customer charge for Residential customers by over 52%.

CenterPoint has also increased the customer charges for its commercial customers and its industrial customers in a similar fashion, all with limited to no review.

These increases occur because current state law and the Railroad Commission allow CenterPoint to increase rates with little to no review.

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 30, 2016 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM's Special Counsel, the law firm of Herrera & Boyle, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 30, 2016, CenterPoint's proposed effective date is suspended until July 14, 2016.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF A RESOLUTION REGULARIZING THE CLASS FOR PLACE 6 ON THE BASTROP PARKS BOARD AND TREE ADVISORY COMMITTEE NOW OCCUPIED BY JOSH GORDON.

2. Party Making Request: **Mayor Kesselus**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

RESOLUTION NO. R-2016-18

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS, REGULARIZING THE
CLASS FOR PLACE 6 ON THE BASTROP PARKS BOARD AND TREE ADVISORY
COMMITTEE**

WHEREAS, City Ordinances require staggered terms of three years for the nine places on the Parks Board and Tree Advisory Committee; and

WHEREAS, some City records indicate this term being in the class expiring 2016, 2019, etc.; and

WHEREAS, this appears incorrect and if it were changed to the class of places expiring 2017, 2020 etc. there would be three classes properly expiring to maintain the proper balance of three places expiring each year.

THEREFORE BE IT RESOLVED that Place 6 is hereby officially designated as one of the class expiring 2017, 2020 etc.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1 Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: _____ Recommended Approval _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Recommendation: **Approve the Final Plat for The Colony MUD 1D, Section 1 Phase A as submitted.**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.

Location: Northeast of Sam Houston Boulevard

Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric

Acres: Phase A consists of +/- 23.301 acres

Residential Lots: Phase A - 42 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 42 residential lots in Phase A and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-S" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Three (3) surrounding property owner notifications were mailed May 13, 2016. At this time we have received no responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

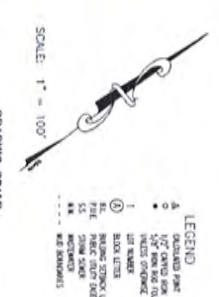
Final Plat for Section1 Phase A

THE FINAL PLATO



Dose (mg)	
10	100
15	150
20	200
25	250
30	300
35	350
40	400
45	450
50	500
55	550
60	600
65	650
70	700
75	750
80	800
85	850
90	900
95	950
100	1000

Case Study						Case Study					
Case #	Age	Male	Female	Age	Age	Case #	Age	Male	Female	Age	Age
1	21	0.02	0.00	0.00	0.00	12	50	0.00	0.00	0.00	0.00
2	21	0.02	0.00	0.00	0.00	13	50	0.00	0.00	0.00	0.00
3	21	0.02	0.00	0.00	0.00	14	50	0.00	0.00	0.00	0.00
4	21	0.02	0.00	0.00	0.00	15	50	0.00	0.00	0.00	0.00
5	21	0.02	0.00	0.00	0.00	16	50	0.00	0.00	0.00	0.00
6	21	0.02	0.00	0.00	0.00	17	50	0.00	0.00	0.00	0.00
7	21	0.02	0.00	0.00	0.00	18	50	0.00	0.00	0.00	0.00
8	21	0.02	0.00	0.00	0.00	19	50	0.00	0.00	0.00	0.00
9	21	0.02	0.00	0.00	0.00	20	50	0.00	0.00	0.00	0.00
10	21	0.02	0.00	0.00	0.00	21	50	0.00	0.00	0.00	0.00
11	21	0.02	0.00	0.00	0.00	22	50	0.00	0.00	0.00	0.00
12	21	0.02	0.00	0.00	0.00	23	50	0.00	0.00	0.00	0.00
13	21	0.02	0.00	0.00	0.00	24	50	0.00	0.00	0.00	0.00
14	21	0.02	0.00	0.00	0.00	25	50	0.00	0.00	0.00	0.00
15	21	0.02	0.00	0.00	0.00	26	50	0.00	0.00	0.00	0.00
16	21	0.02	0.00	0.00	0.00	27	50	0.00	0.00	0.00	0.00
17	21	0.02	0.00	0.00	0.00	28	50	0.00	0.00	0.00	0.00
18	21	0.02	0.00	0.00	0.00	29	50	0.00	0.00	0.00	0.00
19	21	0.02	0.00	0.00	0.00	30	50	0.00	0.00	0.00	0.00
20	21	0.02	0.00	0.00	0.00	31	50	0.00	0.00	0.00	0.00
21	21	0.02	0.00	0.00	0.00	32	50	0.00	0.00	0.00	0.00
22	21	0.02	0.00	0.00	0.00	33	50	0.00	0.00	0.00	0.00
23	21	0.02	0.00	0.00	0.00	34	50	0.00	0.00	0.00	0.00
24	21	0.02	0.00	0.00	0.00	35	50	0.00	0.00	0.00	0.00
25	21	0.02	0.00	0.00	0.00	36	50	0.00	0.00	0.00	0.00
26	21	0.02	0.00	0.00	0.00	37	50	0.00	0.00	0.00	0.00
27	21	0.02	0.00	0.00	0.00	38	50	0.00	0.00	0.00	0.00
28	21	0.02	0.00	0.00	0.00	39	50	0.00	0.00	0.00	0.00
29	21	0.02	0.00	0.00	0.00	40	50	0.00	0.00	0.00	0.00
30	21	0.02	0.00	0.00	0.00	41	50	0.00	0.00	0.00	0.00
31	21	0.02	0.00	0.00	0.00	42	50	0.00	0.00	0.00	0.00
32	21	0.02	0.00	0.00	0.00	43	50	0.00	0.00	0.00	0.00
33	21	0.02	0.00	0.00	0.00	44	50	0.00	0.00	0.00	0.00
34	21	0.02	0.00	0.00	0.00	45	50	0.00	0.00	0.00	0.00
35	21	0.02	0.00	0.00	0.00	46	50	0.00	0.00	0.00	0.00
36	21	0.02	0.00	0.00	0.00	47	50	0.00	0.00	0.00	0.00
37	21	0.02	0.00	0.00	0.00	48	50	0.00	0.00	0.00	0.00
38	21	0.02	0.00	0.00	0.00	49	50	0.00	0.00	0.00	0.00
39	21	0.02	0.00	0.00	0.00	50	50	0.00	0.00	0.00	0.00

[illegible]

LEGEND

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TITLE

PROPOSED DEVELOPMENT OF THE FORMER BORDEN CHEMICAL COMPANY SITE

DATE: 10/1/2000

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**
2. Party Making Request: **Melissa McCollum, Director of Planning and Development**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No _____ N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			
8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**
9. Advisory Board: Recommended Approval Disapproved None
10. Manager's Recommendation: Approved Disapproved None
11. Recommendation: **Approve the Final Plat for The Colony MUD 1D, Section 1 Phase B as submitted.**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for the Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: Northeast of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase B consists of +/-30.654 acres
Residential Lots: Phase B - 57 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility Subdivision north of State Highway 71. The applicant is proposing to develop raw land that will consist of 57 residential lots in Phase B and includes street, utility and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-S" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Seven (7) surrounding property owner notifications were mailed May 13, 2016. At this time we have received no responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melisa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

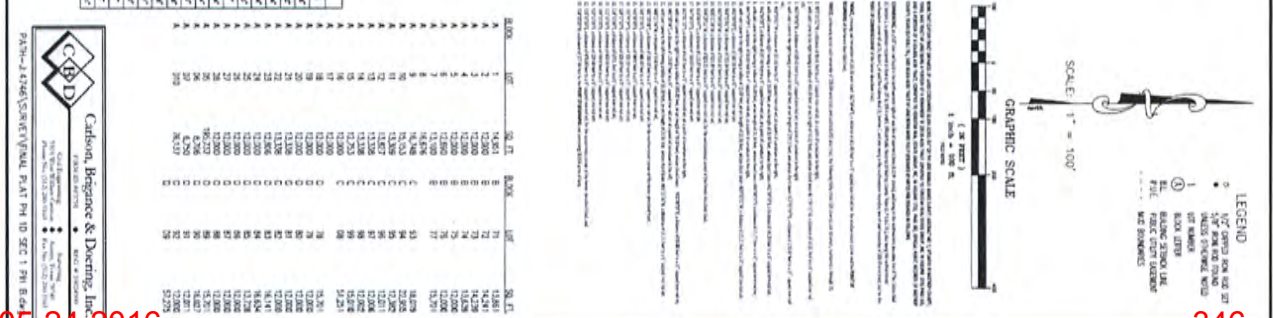
Attachments:

Final Plat for Section 1, Phase B

THE FINAL PI STATE



CASE B



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: _____ Recommended Approval _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Recommendation: **Approve the Final Plat for The Colony MUD 1E, Section 2 Phase A as submitted.**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for The Colony MUD 1E, Section 2, Phase A being +/-15.626 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: North of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase A consists of +/-15.626
Residential Lots: Phase A – 33 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 33 residential lots in Phase A and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-G" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Twelve (12) surrounding property owner notifications were mailed May 13, 2016. At this time we have received any responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section 2 Phase A

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**
2. Party Making Request: **Melissa McCollum, Director of Planning and Development**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No _____ N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**
9. Advisory Board: _____ Recommended Approval _____ Disapproved _____ None
10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None
11. Recommendation: **Approve the Final Plat for The Colony MUD 1E, Section 2 Phase B as submitted.**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat f for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: North of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase B consists of 23.910 acres
Residential Lots: Phase B – 59 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 59 residential lots in Phase B and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-G" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Twelve (12) surrounding property owner notifications were mailed May 13, 2016. At this time we have not received any responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section 2, Phase B

THE FINAL PLATON



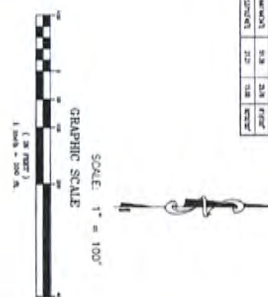
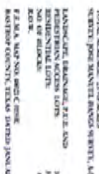
Case #	Year	Male	Female	Age	Height	Weight
1	1984	170	165	17	1.70	65
2	1985	175	170	18	1.75	70
3	1986	180	175	19	1.80	75
4	1987	185	180	20	1.85	80
5	1988	190	185	21	1.90	85
6	1989	195	190	22	1.95	90
7	1990	200	195	23	2.00	95
8	1991	205	200	24	2.05	100
9	1992	210	205	25	2.10	105
10	1993	215	210	26	2.15	110
11	1994	220	215	27	2.20	115
12	1995	225	220	28	2.25	120
13	1996	230	225	29	2.30	125
14	1997	235	230	30	2.35	130
15	1998	240	235	31	2.40	135
16	1999	245	240	32	2.45	140
17	2000	250	245	33	2.50	145
18	2001	255	250	34	2.55	150
19	2002	260	255	35	2.60	155
20	2003	265	260	36	2.65	160
21	2004	270	265	37	2.70	165
22	2005	275	270	38	2.75	170
23	2006	280	275	39	2.80	175
24	2007	285	280	40	2.85	180
25	2008	290	285	41	2.90	185
26	2009	295	290	42	2.95	190
27	2010	300	295	43	3.00	195
28	2011	305	300	44	3.05	200
29	2012	310	305	45	3.10	205
30	2013	315	310	46	3.15	210
31	2014	320	315	47	3.20	215
32	2015	325	320	48	3.25	220
33	2016	330	325	49	3.30	225
34	2017	335	330	50	3.35	230
35	2018	340	335	51	3.40	235
36	2019	345	340	52	3.45	240
37	2020	350	345	53	3.50	245
38	2021	355	350	54	3.55	250
39	2022	360	355	55	3.60	255
40	2023	365	360	56	3.65	260
41	2024	370	365	57	3.70	265
42	2025	375	370	58	3.75	270
43	2026	380	375	59	3.80	275
44	2027	385	380	60	3.85	280
45	2028	390	385	61	3.90	285
46	2029	395	390	62	3.95	290
47	2030	400	395	63	4.00	295
48	2031	405	400	64	4.05	300
49	2032	410	405	65	4.10	305
50	2033	415	410	66	4.15	310
51	2034	420	415	67	4.20	315
52	2035	425	420	68	4.25	320
53	2036	430	425	69	4.30	325
54	2037	435	430	70	4.35	330
55	2038	440	435	71	4.40	335
56	2039	445	440	72	4.45	340
57	2040	450	445	73	4.50	345
58	2041	455	450	74		

Case #	Age	Sex	Year of Onset	Year of Death	Survival (yr)
01	34	M	2007/09	2016	7.7
02	25	M	2006/09	2017	10.8
03	25	M	2010	2017	7.0
04	25	M	2010	2017	7.0
05	24	M	2010	2017	7.0
06	24	M	2010	2017	7.0
07	24	M	2010	2017	7.0
08	24	M	2010	2017	7.0
09	24	M	2010	2017	7.0
10	24	M	2010	2017	7.0
11	24	M	2010	2017	7.0
12	24	M	2010	2017	7.0
13	24	M	2010	2017	7.0
14	24	M	2010	2017	7.0
15	24	M	2010	2017	7.0
16	24	M	2010	2017	7.0
17	24	M	2010	2017	7.0
18	24	M	2010	2017	7.0
19	24	M	2010	2017	7.0
20	24	M	2010	2017	7.0
21	24	M	2010	2017	7.0
22	24	M	2010	2017	7.0
23	24	M	2010	2017	7.0
24	24	M	2010	2017	7.0
25	24	M	2010	2017	7.0
26	24	M	2010	2017	7.0
27	24	M	2010	2017	7.0
28	24	M	2010	2017	7.0
29	24	M	2010	2017	7.0
30	24	M	2010	2017	7.0
31	24	M	2010	2017	7.0
32	24	M	2010	2017	7.0
33	24	M	2010	2017	7.0
34	24	M	2010	2017	7.0
35	24	M	2010	2017	7.0
36	24	M	2010	2017	7.0
37	24	M	2010	2017	7.0
38	24	M	2010	2017	7.0
39	24	M	2010	2017	7.0
40	24	M	2010	2017	7.0
41	24	M	2010	2017	7.0
42	24	M	2010	2017	7.0
43	24	M	2010	2017	7.0
44	24	M	2010	2017	7.0
45	24	M	2010	2017	7.0
46	24	M	2010	2017	7.0
47	24	M	2010	2017	7.0
48	24	M	2010	2017	7.0
49	24	M	2010	2017	7.0
50	24	M	2010	2017	7.0
51	24	M	2010	2017	7.0
52	24	M	2010	2017	7.0
53	24	M	2010	2017	7.0
54	24	M	2010	2017	7.0
55	24	M	2010	2017	7.0
56	24	M	2010	2017	7.0
57	24	M	2010	2017	7.0
58	24	M	2010	2017	7.0
59	24	M	2010	2017	7.0
60	24	M	2010	2017	7.0
61	24	M	2010	2017	7.0
62	24	M	2010	2017	7.0
63	24	M	2010	2017	7.0
64	24	M	2010	2017	7.0
65	24	M	2010	2017	7.0
66	24	M	2010	2017	7.0
67	24	M	2010	2017	7.0
68	24	M	2010	2017	7.0
69	24	M	2010	2017	7.0
70	24	M	2010	2017	7.0
71	24	M	2010	2017	7.0
72	24	M	2010	2017	7.0
73	24	M	2010	2017	7.0
74	24	M	2010	2017	7.0
75	24	M	2010	2017	7.0
76	24	M	2010	2017	7.0

Case #	Age	Sex	Chief Complaint	Onset (age)	Target	SS
01	13.4	Male	2007/2/9	13.4	421	29/28°
02	14.2	Male	2017/2/9	14.2	328	37/26°
03	14.2	Male	22/08/19	14.2	30.4	37/26°
04	14.2	Male	22/08/19	14.2	20.8	37/26°
05	14.2	Male	2017/2/9	14.2	161	37/26°
06	14.2	Male	22/08/19	14.2	161	37/26°
07	14.2	Male	22/08/19	14.2	20.8	37/26°
08	14.2	Male	2017/2/9	14.2	20.8	37/26°
09	14.2	Male	2017/2/9	14.2	20.8	37/26°
10	14.2	Male	2017/2/9	14.2	20.8	37/26°
11	14.2	Male	2017/2/9	14.2	20.8	37/26°
12	14.2	Male	2017/2/9	14.2	20.8	37/26°
13	14.2	Male	2017/2/9	14.2	20.8	37/26°
14	14.2	Male	2017/2/9	14.2	20.8	37/26°
15	14.2	Male	2017/2/9	14.2	20.8	37/26°
16	14.2	Male	2017/2/9	14.2	20.8	37/26°
17	14.2	Male	2017/2/9	14.2	20.8	37/26°
18	14.2	Male	2017/2/9	14.2	20.8	37/26°
19	14.2	Male	2017/2/9	14.2	20.8	37/26°
20	14.2	Male	2017/2/9	14.2	20.8	37/26°
21	14.2	Male	2017/2/9	14.2	20.8	37/26°
22	14.2	Male	2017/2/9	14.2	20.8	37/26°
23	14.2	Male	2017/2/9	14.2	20.8	37/26°
24	14.2	Male	2017/2/9	14.2	20.8	37/26°
25	14.2	Male	2017/2/9	14.2	20.8	37/26°
26	14.2	Male	2017/2/9	14.2	20.8	37/26°
27	14.2	Male	2017/2/9	14.2	20.8	37/26°
28	14.2	Male	2017/2/9	14.2	20.8	37/26°
29	14.2	Male	2017/2/9	14.2	20.8	37/26°
30	14.2	Male	2017/2/9	14.2	20.8	37/26°
31	14.2	Male	2017/2/9	14.2	20.8	37/26°
32	14.2	Male	2017/2/9	14.2	20.8	37/26°
33	14.2	Male	2017/2/9	14.2	20.8	37/26°
34	14.2	Male	2017/2/9	14.2	20.8	37/26°
35	14.2	Male	2017/2/9	14.2	20.8	37/26°
36	14.2	Male	2017/2/9	14.2	20.8	37/26°
37	14.2	Male	2017/2/9	14.2	20.8	37/26°
38	14.2	Male	2017/2/9	14.2	20.8	37/26°
39	14.2	Male	2017/2/9	14.2	20.8	37/26°
40	14.2	Male	2017/2/9	14.2	20.8	37/26°
41	14.2	Male	2017/2/9	14.2	20.8	37/26°
42	14.2	Male	2017/2/9	14.2	20.8	37/26°
43	14.2	Male	2017/2/9	14.2	20.8	37/26°
44	14.2	Male	2017/2/9	14.2	20.8	37/26°
45	14.2	Male	2017/2/9	14.2	20.8	37/26°
46	14.2	Male	2017/2/9	14.2	20.8	37/26°
47	14.2	Male	2017/2/9	14.2	20.8	37/26°
48	14.2	Male	2017/2/9	14.2	20.8	37/26°
49	14.2	Male	2017/2/9	14.2	20.8	37/26°
50	14.2	Male	2017/2/9	14.2	20.8	37/26°
51	14.2	Male	2017/2/9	14.2	20.8	37/26°
52	14.2	Male	2017/2/9	14.2	20.8	37/26°
53	14.2	Male	2017/2/9	14.2	20.8	37/26°
54	14.2	Male	2017/2/9	14.2	20.8	37/26°
55	14.2	Male	2017/2/9	14.2	20.8	37/26°
56	14.2	Male	2017/2/9	14.2	20.8	37/26°
57	14.2	Male	2017/2/9	14.2	20.8	37/26°
58	14.2	Male	2017/2/9	14.2	20.8	37/26°
59	14.2	Male	2017/2/9	14.2	20.8	37/26°
60	14.2	Male	2017/2/9	14.2	20.8	37/26°
61	14.2	Male	2017/2/9	14.2	20.8	37/26°
62	14.2	Male	2017/2/9	14.2	20.8	37/26°
63	14.2	Male	2017/2/9	14.2	20.8	37/26°
64	14.2	Male	2017/2/9	14.2	20.8	37/26°
65	14.2	Male	2017/2/9	14.2	20.8	37/26°
66	14.2	Male	2017/2/9	14.2	20.8	37/26°
67	14.2	Male	2017/2/9	14.2	20.8	37/26°
68	14.2	Male	2017/2/9	14.2	20.8	37/26°
69	14.2	Male	2017/2/9	14.2	20.8	37/26°
70	14.2	Male	2017/2/9	14.2	20.8	37/26°
71	14.2	Male	2017/2/9	14.2	20.8	37/26°
72	14.2	Male	2017/2/9	14.2	20.8	37/26°
73	14.2	Male	2017/2/9	14.2	20.8	37/26°
74	14.2	Male	2017/2/9	14.2	20.8	37/26°
75	14.2	Male	2017/2/9	14.2	20.8	37/26°
76	14.2	Male	2017/2/9	14.2	20.8	37/26°
77	14.2	Male	2017/2/9	14.2	20.8	37/26°
78	14.2	Male	2017/2/9	14.2	20.8	37/26°
79	14.2	Male	2017/2/9	14.2	20.8	37/26°
80	14.2	Male	2017/2/9	14.2	20.8	37/26°
81	14.2	Male	2017/2/9	14.2	20.8	37/26°
82	14.2	Male	2017/2/9	14.2	20.8	37/26°
83	14.2	Male	2017/2/9	14.2	20.8	37/26°
84	14.2	Male	2017/2/9	14.2	20.8	37/26°
85	14.2	Male	2017/2/9	14.2	20.8	37/26°
86	14.2	Male	2017/2/9	14.2	20.8	37/26°
87	14.2	Male	2017/2/9	14.2	20.8	37/26°
88	14.2	Male	2017/2/9	14.2	20.8	37/26°
89	14.2	Male	2017/2/9	14.2	20.8	37/26°
90	14.2	Male	2017/2/9	14.2	20.8	37/26°
91	14.2	Male	2017/2/9	14.2	20.8	37/26°
92	14.2	Male	2017/2/9	14.2	20.8	37/26°
93	14.2	Male	2017/2/9	14.2	20.8	37/26°
94	14.2	Male	2017/2/9	14.2	20.8	37/26°
95	14.2	Male	2017/2/9	14.2	20.8	37/26°
96	14.2	Male	2017/2/9	14.2	20.8	37/26°
97	14.2	Male	2017/2/9	14.2	20.8	37/26°
98	14.2	Male	2017/2/9	14.2	20.8	37/26°
99	14.2	Male	2017/2/9	14.2	20.8	37/26°
100	14.2	Male	2017/2/9	14.2	20.8	37/26°

Case	Length	Index	Best length	Length	25%
01	12.0	12.0	12.0	12.0	12.0
02	12.0	12.0	12.0	12.0	12.0
03	12.0	12.0	12.0	12.0	12.0
04	12.0	12.0	12.0	12.0	12.0
05	12.0	12.0	12.0	12.0	12.0
06	12.0	12.0	12.0	12.0	12.0
07	12.0	12.0	12.0	12.0	12.0
08	12.0	12.0	12.0	12.0	12.0
09	12.0	12.0	12.0	12.0	12.0
10	12.0	12.0	12.0	12.0	12.0
11	12.0	12.0	12.0	12.0	12.0
12	12.0	12.0	12.0	12.0	12.0
13	12.0	12.0	12.0	12.0	12.0
14	12.0	12.0	12.0	12.0	12.0
15	12.0	12.0	12.0	12.0	12.0
16	12.0	12.0	12.0	12.0	12.0
17	12.0	12.0	12.0	12.0	12.0
18	12.0	12.0	12.0	12.0	12.0
19	12.0	12.0	12.0	12.0	12.0
20	12.0	12.0	12.0	12.0	12.0
21	12.0	12.0	12.0	12.0	12.0
22	12.0	12.0	12.0	12.0	12.0
23	12.0	12.0	12.0	12.0	12.0
24	12.0	12.0	12.0	12.0	12.0
25	12.0	12.0	12.0	12.0	12.0
26	12.0	12.0	12.0	12.0	12.0
27	12.0	12.0	12.0	12.0	12.0
28	12.0	12.0	12.0	12.0	12.0
29	12.0	12.0	12.0	12.0	12.0
30	12.0	12.0	12.0	12.0	12.0
31	12.0	12.0	12.0	12.0	12.0
32	12.0	12.0	12.0	12.0	12.0
33	12.0	12.0	12.0	12.0	12.0
34	12.0	12.0	12.0	12.0	12.0
35	12.0	12.0	12.0	12.0	12.0
36	12.0	12.0	12.0	12.0	12.0
37	12.0	12.0	12.0	12.0	12.0
38	12.0	12.0	12.0	12.0	12.0
39	12.0	12.0	12.0	12.0	12.0
40	12.0	12.0	12.0	12.0	12.0
41	12.0	12.0	12.0	12.0	12.0
42	12.0	12.0	12.0	12.0	12.0
43	12.0	12.0	12.0	12.0	12.0
44	12.0	12.0	12.0	12.0	12.0
45	12.0	12.0	12.0	12.0	12.0
46	12.0	12.0	12.0	12.0	12.0
47	12.0	12.0	12.0	12.0	12.0
48	12.0	12.0	12.0	12.0	12.0
49	12.0	12.0	12.0	12.0	12.0
50	12.0	12.0	12.0	12.0	12.0
51	12.0	12.0	12.0	12.0	12.0
52	12.0	12.0	12.0	12.0	12.0
53	12.0	12.0	12.0	12.0	12.0
54	12.0	12.0	12.0	12.0	12.0
55	12.0	12.0	12.0	12.0	12.0
56	12.0	12.0	12.0	12.0	12.0
57	12.0	12.0	12.0	12.0	12.0
58	12.0	12.0	12.0	12.0	12.0
59	12.0	12.0	12.0	12.0	12.0
60	12.0	12.0	12.0	12.0	12.0
61	12.0	12.0	12.0	12.0	12.0
62	12.0	12.0	12.0	12.0	12.0

Test length	Median	First Quartile	Third quartile	Target	SLN
120	10.61	8.97	12.18	2.18	10.97
125	9.11	7.61	10.61	1.51	10.61
130	8.11	6.61	9.61	1.51	10.11
135	7.11	5.61	8.61	1.51	9.61
140	6.11	4.61	7.61	1.51	9.11
145	5.11	3.61	6.61	1.51	8.61
150	4.11	2.61	5.61	1.51	8.11
155	3.11	1.61	4.61	1.51	7.61
160	2.11	0.61	3.61	1.51	7.11
165	1.11	-0.41	2.61	1.51	6.61
170	0.11	-1.41	1.61	1.51	6.11
175	-0.89	-2.41	0.61	1.51	5.61
180	-1.89	-3.41	-0.41	1.51	5.11
185	-2.89	-4.41	-1.41	1.51	4.61
190	-3.89	-5.41	-2.41	1.51	4.11
195	-4.89	-6.41	-3.41	1.51	3.61
200	-5.89	-7.41	-4.41	1.51	3.11
205	-6.89	-8.41	-5.41	1.51	2.61
210	-7.89	-9.41	-6.41	1.51	2.11
215	-8.89	-10.41	-7.41	1.51	1.61
220	-9.89	-11.41	-8.41	1.51	1.11
225	-10.89	-12.41	-9.41	1.51	0.61
230	-11.89	-13.41	-10.41	1.51	0.11
235	-12.89	-14.41	-11.41	1.51	-0.41
240	-13.89	-15.41	-12.41	1.51	-0.89
245	-14.89	-16.41	-13.41	1.51	-1.39
250	-15.89	-17.41	-14.41	1.51	-1.89
255	-16.89	-18.41	-15.41	1.51	-2.39
260	-17.89	-19.41	-16.41	1.51	-2.89
265	-18.89	-20.41	-17.41	1.51	-3.39
270	-19.89	-21.41	-18.41	1.51	-3.89
275	-20.89	-22.41	-19.41	1.51	-4.39
280	-21.89	-23.41	-20.41	1.51	-4.89
285	-22.89	-24.41	-21.41	1.51	-5.39
290	-23.89	-25.41	-22.41	1.51	-5.89
295	-24.89	-26.41	-23.41	1.51	-6.39
300	-25.89	-27.41	-24.41	1.51	-6.89
305	-26.89	-28.41	-25.41	1.51	-7.39
310	-27.89	-29.41	-26.41	1.51	-7.89
315	-28.89	-30.41	-27.41	1.51	-8.39
320	-29.89	-31.41	-28.41	1.51	-8.89
325	-30.89	-32.41	-29.41	1.51	-9.39
330	-31.89	-33.41	-30.41	1.51	-9.89
335	-32.89	-34.41	-31.41	1.51	-10.39
340	-33.89	-35.41	-32.41	1.51	-10.89
345	-34.89	-36.41	-33.41	1.51	-11.39
350	-35.89	-37.41	-34.41	1.51	-11.89
355	-36.89	-38.41	-35.41	1.51	-12.39
360	-37.89	-39.41	-36.41	1.51	-12.89
365	-38.89	-40.41	-37.41	1.51	-13.39
370	-39.89	-41.41	-38.41	1.51	-13.89
375	-40.89	-42.41	-39.41	1.51	-14.39
380	-41.89	-43.41	-40.41	1.51	-14.89
385	-42.89	-44.41	-41.41	1.51	-15.39
390	-43.89	-45.41	-42.41	1.51	-15.89
395	-44.89	-46.41	-43.41	1.51	-16.39
400	-45.89	-47.41	-44.41	1.51	-16.89
405	-46.89	-48.41	-45.41	1.51	-17.39
410	-47.89	-49.41	-46.41	1.51	-17.89

[illegible][illegible]

NAME OF STUDENT _____ DATE WHEN RECEIVED _____

NAME OF SCHOOL _____ ADDRESS _____ CITY _____ STATE _____

NAME OF STUDENT _____ DATE WHEN RECEIVED _____

NAME OF SCHOOL _____ ADDRESS _____ CITY _____ STATE _____

[illegible]

Core Status			Core Size		
Type	Length	Depth	Type	Length	Depth
Core 1	10.0	10.0	Core 2	10.0	10.0
Core 3	10.0	10.0	Core 4	10.0	10.0
Core 5	10.0	10.0	Core 6	10.0	10.0
Core 7	10.0	10.0	Core 8	10.0	10.0
Core 9	10.0	10.0	Core 10	10.0	10.0
Core 11	10.0	10.0	Core 12	10.0	10.0
Core 13	10.0	10.0	Core 14	10.0	10.0
Core 15	10.0	10.0	Core 16	10.0	10.0
Core 17	10.0	10.0	Core 18	10.0	10.0
Core 19	10.0	10.0	Core 20	10.0	10.0
Core 21	10.0	10.0	Core 22	10.0	10.0
Core 23	10.0	10.0	Core 24	10.0	10.0
Core 25	10.0	10.0	Core 26	10.0	10.0
Core 27	10.0	10.0	Core 28	10.0	10.0
Core 29	10.0	10.0	Core 30	10.0	10.0
Core 31	10.0	10.0	Core 32	10.0	10.0
Core 33	10.0	10.0	Core 34	10.0	10.0
Core 35	10.0	10.0	Core 36	10.0	10.0
Core 37	10.0	10.0	Core 38	10.0	10.0
Core 39	10.0	10.0	Core 40	10.0	10.0
Core 41	10.0	10.0	Core 42	10.0	10.0
Core 43	10.0	10.0	Core 44	10.0	10.0
Core 45	10.0	10.0	Core 46	10.0	10.0
Core 47	10.0	10.0	Core 48	10.0	10.0
Core 49	10.0	10.0	Core 50	10.0	10.0
Core 51	10.0	10.0	Core 52	10.0	10.0
Core 53	10.0	10.0	Core 54	10.0	10.0
Core 55	10.0	10.0	Core 56	10.0	10.0
Core 57	10.0	10.0	Core 58	10.0	10.0
Core 59	10.0	10.0	Core 60	10.0	10.0
Core 61	10.0	10.0	Core 62	10.0	10.0
Core 63	10.0	10.0	Core 64	10.0	10.0
Core 65	10.0	10.0	Core 66	10.0	10.0
Core 67	10.0	10.0	Core 68	10.0	10.0
Core 69	10.0	10.0	Core 70	10.0	10.0
Core 71	10.0	10.0	Core 72	10.0	10.0
Core 73	10.0	10.0	Core 74	10.0	10.0
Core 75	10.0	10.0	Core 76	10.0	10.0
Core 77	10.0	10.0	Core 78	10.0	10.0
Core 79	10.0	10.0	Core 80	10.0	10.0
Core 81	10.0	10.0	Core 82	10.0	10.0
Core 83	10.0	10.0	Core 84	10.0	10.0
Core 85	10.0	10.0	Core 86	10.0	10.0
Core 87	10.0	10.0	Core 88	10.0	10.0
Core 89	10.0	10.0	Core 90	10.0	10.0
Core 91	10.0	10.0	Core 92	10.0	10.0
Core 93	10.0	10.0	Core 94	10.0	10.0
Core 95	10.0	10.0	Core 96	10.0	10.0
Core 97	10.0	10.0	Core 98	10.0	10.0
Core 99	10.0	10.0	Core 100	10.0	10.0

2 PHASE B

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STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION BY CITY OF BASTROP AUTHORIZING A TAX SALE FOR FARM LOT 13, E.M.ST., +/- 0.285 OR 2012 HILL STREET.**

2. Party Making Request: **Michael H. Talbot**

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is a "Resolution" for consideration by the City Council which will the "Taxing Entities" to donate the attached lot to "Habitat for Humanity".

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, the Bastrop Independent School District and the County of Bastrop ("Districts") have acquired title in trust for themselves, the Bastrop County Education District and the City of Bastrop in the properties shown on the attached Disbursement Sheet in Bastrop County through delinquent tax sales;

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

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

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

WHEREAS, bids have been received in the amounts as shown on the attached Disbursement Sheet;

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

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

Passed and Approved this _____ day of _____, 2016.

Mayor, City of Bastrop

ATTEST:

Secretary

Resolution Disbursement June 2016

		Check Payable to: Linda Harmon T.A.C.	Check Payable to: Sarah Loucks, Bastrop County District Clerk	TOTAL	NOTES
Cause Number	Tax Account Number	<i>Ad Valorem Taxes</i>	<i>Court Costs</i>		
9784	R66285	\$0.00	\$0.00	\$0.00	Habitat for Humanity
TOTALS		\$0.00	\$0.00	\$0.00	

Current Owner		Legal Description		Exemptions	Market
BASTROP COUNTY TRUSTEE (00032913) P O BOX 579 BASTROP, TX 78602		FARM LOT 13, E.M.ST, ACRES 0.285			Unavailable
				Entitles	Assessed
				C04, G01, RD1, S04	Unavailable
Situs Address		History Information			
2012 HILL ST BASTROP, TX 78602		2015	2014	2013	2012
		Imp HS	\$0	\$0	\$0
		Imp NHS	\$0	\$0	\$0
		Land HS	\$0	\$0	\$0
		Land NHS	\$14,963	\$14,963	\$14,963
		Ag Mkt	\$0	\$0	\$0
		Ag Use	\$0	\$0	\$0
		Tim Mkt	\$0	\$0	\$0
		Tim Use	\$0	\$0	\$0
		HS Cap	-	-	-
		Assessed	\$14,963	\$14,963	\$14,963
Building Attributes					Improvements
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/A/C	Baths	Fireplace	Year Built	Rooms	Bedrooms
Land Segments					
SPTB Description	Area	Market	Ag Value		
C1 Residential	0.28500				
Type Description		Area	Year Built	Eff Year	Value

0.285

357



Basford Court v Appraisal District & BIS Consulting - www.bisconsultants.com