

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016

MEETING DATE: March 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM SPECIAL WORKSHIOP OF DECEMBER 1, 2015 AND REGULAR COUNCIL MEETING OF FEBRUARY 23, 2016.**

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

3. Nature of Request: (Brief Overview) Attachments: Yes ☒ No ☐
This is to receive approval of accuracy from Council for the minutes recorded during the December 1, 2015 Workshop and February 23, 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:

	<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: _____ Approved _____ Disapproved _____ None

11. Motion Requested: **Approval of the December 1, 2015 and February 23, 2016 Council Minutes.**

**MINUTES OF SPECIAL JOINT WORKSHOP MEETING
BASTROP CITY COUNCIL AND PLANNING & ZONING
COMMISSION AND CITY COUNCIL SPECIAL WORKSHOP
MEETING
DECEMBER 1, 2015**

The Bastrop City Council met in a Special Joint Workshop Meeting on Tuesday, December 1, 2015 at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Mayor Pro Tem DeLaRosa, and Council Members Dock Jackson, Gary Schiff, Kay Garcia McAnally and Kelly Gilleland.

CALL TO ORDER

Call to Order - Bastrop City Council.

Mayor Kesselus called the Bastrop City Council meeting to order at 6:05 p.m. Mayor Pro Tem DeLaRosa was absent. Council Member Gilleland arrived at 6:50 p.m.

Call to Order – Planning and Zoning Commission.

Chair Lisa Patterson called the Planning and Zoning Commission to order at 6:06 p.m.

JOINT WORKSHOP SESSION: The Bastrop City Council and Bastrop Planning and Zoning Commission convened into and met in a joint workshop session at 6:07 p.m. to discuss the following:

- A. **DISCUSSION, EVALUATION AND REVIEW OF ISSUES RELATED TO INFILL DEVELOPMENT WITHIN THE CITY OF BASTROP:**
 - 1) **Presentation and discussion on the Housing Studies commissioned by Bastrop Economic Development Commission.**
Shawn Kirkpatrick gave the presentation on the Housing Market Demand Analysis.
 - 2) **Presentation and discussion of various issues related to infill development in the City, including community policies, goals and objectives related to residential, commercial, retail and other infill projects.**
City Manager Mike Talbot gave the presentation on the Infill Development.
 - 3) **Presentation and discussion regarding City's policies and goals related to vehicular traffic analysis, thoroughfare planning and Traffic Impact Analysis Studies.**
Trey Gamble, Traffic Engineer with Alliance Transportation Group, Inc. gave a presentation on Traffic Impact Analysis studies.
- B. **DISCUSSION BETWEEN CITY COUNCIL AND PLANNING AND ZONING: Discussion between the City Council and Planning Zoning Commission regarding City's future growth, planning and development policies, objectives and goals, infill development, overall residential housing needs/development in the City's jurisdiction, identification of concepts for additional study and consideration by the Council and Planning and Zoning Commission, and proposed follow-up activities, meetings, reports and/or joint communications related to same.**
The Planning and Zoning Commission Chair suggested that the P&Z have a workshop and bring suggestions to Council prior to the Council's retreat.

C. ADJOURN JOINT WORKSHOP SESSION:

The City Council and the Planning and Zoning Commission remained convened during Council's discussion of City matters.

City Council discussed the following City matters:

A. DISCUSSION AND EVALUATION OF ISSUES AND CONCEPTS RELATED TO PROPOSED, FUTURE CONSTRUCTION OF VARIOUS WATER INFRASTRUCTURE IMPROVEMENTS, WASTEWATER INFRASTRUCTURE PROJECTS AND WASTEWATER TREATMENT PLANT #3, INCLUDING BUT NOT LIMITED TO REVIEW OF DETAILS RELATED TO:

- 1) Location and potential alignment of easements, infrastructure and utilities;
- 2) Operation of the water and wastewater systems during the immediate and transition terms;
- 3) Projected timeframes for design, permitting, construction and service needs, projected on known and assumed City projects and growth;
- 4) Information related to design and construction costs and financing options and considerations;
- 5) Update on current demands based on projects underway, (e.g., West BV MUD) and/or other residential and commercial developments and considerations;
- 6) Review of any items related to the operations of the City of Bastrop's Water and Wastewater System, including input from the City Manager, Consulting Engineer, Council and staff.

A brief introduction and a presentation of a preliminary draft deal point summary regarding the future construction of the Wastewater Treatment Plant #3 was given by the City Manager. Gene Kruppa of BEFCO Engineering, Inc. gave a presentation on the areas to the West, potential land uses, potential developments and what needs to be looked at.

The question was asked of the City Manager by Council what action he would need from Council first. The City Manager stated the first of January the Mayor and Council may contact him individually or email their thoughts to him and by the first or second meeting of January turn the deal points into a letter of understanding in order to stay on schedule.

The City Manager stated that he will place future construction of the Wastewater Treatment Plant #3 item on the City Manager's report for the December 8, 2015 Council agenda in order to get feedback from the Council.

Planning and Zoning Commission adjourned the workshop session at 7:42 p.m.

Bastrop City Council adjourned the workshop session and reconvened into open session at 8:20 p.m.

ADJOURNMENT

At 8:21 p.m., Council Member Schiff made the motion to adjourn, Council Member Gilleland seconded the motion which passed on a 4-0 vote. Mayor Pro Tem DeLaRosa was absent.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
FEBRUARY 23, 2016**

The Bastrop City Council met in a Regular Meeting on Tuesday, February 23, 2016 at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, and Council Members Dock Jackson, Gary Schiff, Kay Garcia McAnally and Kelly Gilleland. Mayor Pro Tem Willie DeLaRosa was absent.

CALL TO ORDER

Mayor Kesselus called the meeting to order at 5:30 p.m.

EXECUTIVE SESSION: *The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Ch. 551 Govt. Code, Vernon's TX Code, Annotated, the item below will be discussed in closed session.* 1. SECTION 551.071 – Consultations with Attorney related to legal matters

EXECUTIVE SESSION

The Bastrop City Council recessed the Council Meeting to meet in Executive Session at 5:38 p.m. pursuant to the Texas Government Code, Chapter 551, *et seq.* to discuss the following:

1. **SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation, claims, and/or settlement/mediation, including *(but not limited to) the following:* water supply/permitting, code enforcement litigation, appeal of denials of requests for variance(s) from zoning code and Zoning Board of Adjustment actions/orders, litigation related to subdivision development, and/or (2) matter upon which the Attorney(s) have a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.

The Bastrop City Council reconvened at 6:35 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.

NO ACTION TAKEN

PLEDGE OF ALLEGIANCE

Mayor Kesselus led the Pledge of Allegiance and the Pledge to the Texas Flag.

INVOCATION

Council Member Gilleland gave the Invocation.

PRESENTATIONS

- A. **Update on Bastrop Economic Development Corp. – Executive Director Shawn Kirkpatrick**
Shawn Kirkpatrick reported the following:

- The BEDC regular meeting was held on February 22, 2016.
 - Held public hearing for the Y funding.
 - Held public hearing for 903 Main Street.
 - Appointed the first three members of the five member ADHOC Committee to look at the bylaws of the BEDC. From the BEDC Board Kristy Koch and Steve Mills were appointed as well as the BEDC liaison Shawn Kirkpatrick. The board will meet in the next two weeks to fill the community seats.
 - Housekeeping matter related to personnel.

Council Member Gilleland Asked for an update on the student job fair. Mr. Kirkpatrick stated that the Youth Career Day has been set for May 18, 2016. Council Member Gilleland asked for information on the adult job fair. Mr. Kirkpatrick stated that the adult job fair is scheduled for October 1, 2016 at the Bastrop Convention Center.

PROCLAMATIONS

A. Black History Month

Mayor Kesselus read the proclamation into the record.

CITIZEN COMMENTS

Bonnie Coffey – Congratulated Council on the BXTX and Collin Guerra and Andres Rosales on their fine work.

Roland Nava – Expressed concerns regarding lighting in Bastrop's North Area, bus stops, CARTS and structures. Mr. Nava asked the City Manager about the status of the structures being made. The City Manager stated that the Council approved that the bus structure be constructed out of metal, the services of a metal manufacturer has been retained and the structure is being manufactured at this time, the last item to be completed is for the Council to make a choice about the color which will be presented to Council at the March 8, 2016 meeting. The time frame is approximately 30 to 45 days to finish up the metal and painting after Council makes a choice about the color and approximately 30 days after delivery for installation. Mr. Nava inquired about the citizens getting on the agenda. The Mayor instructed the citizens to call him at (512) 940-7897 to discuss if they are interested in getting on the agenda. The City Manager pointed out that the Mayor rejuvenated the Farm Based Task Force Code to look at the area north of town and announced that there is a meeting coming up in March which he suggested the citizens attend and address the committee.

Council Member Gilleland asked that the City Manager put Mr. Nava's concerns mentioned above on the City Manager's report for March 8, 2016 to give an update.

Lee Harle – Represented the Bastrop Chamber of Commerce requesting to be put on the March 8, 2016 agenda to present the work that the Chamber has done for Council's consideration.

ANNOUNCEMENTS

A. Update on Comprehensive Plan Steering Committee (CPSC)– Kay Garcia McAnally and Dock Jackson

The City Manager stated the consulting team has completed edits of Chapter 1-4 of the Bastrop Comprehensive Plan update and is providing their edits to City Staff for distribution to the Comprehensive Plan Steering Committee to work on Chapter 5 and Chapter 6 has begun. A new online public comment period via mySidewalk will be initiated in the near future. The next CPSC

meeting will be scheduled for early March, at this time the CPSC will review plan recommendations related to public facilities, housing and neighborhoods.

B. Items Targeted for Future Meetings.

- i. March 8th Consideration of:
 - a. Contract for partnership with YMCA
 - b. Revised contract for Bastrop Marketing Corporation
 - c. New contract with City Manager
- ii. March 22nd Consideration of:
 - a. Proposal by City Manager for use of City property West of the Convention Center and contract with the Farmers Market Association

EXECUTIVE SESSION CONTINUED

The Bastrop City Council recessed the Council Meeting to meet in Executive Session at 6:55 p.m. pursuant to the Texas Government Code, Chapter 551, *et seq.*, to discuss the following:

3. **SECTION 551.0-74 – Personnel Matters: City Manager Contract.**

The Bastrop City Council reconvened at 7:50 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 FROM EXECUTIVE SESSION

The Mayor announced that Council has refused to accept the City Manager's resignation and the City Manager has agreed to rethink his resignation and provide more conversation in two weeks.

City Manager's Informational Report for the February 23, 2016 City Council Meeting:

I. Meetings and Events Attended:

- A. Attended the Annual Membership Meeting of the Pine Forrest Home Owners Association on February 6, 2016.
 - B. Attended a Special Meeting of the Pine Forrest Home Owners Association on February 15 & 17, 2016
 - C. Attended the Monthly Board Meeting of the Lost Pines Groundwater Conservation District on February 17, 2016.
-

II. Update on City Projects and Issues:

- A. Discussion and Review of Water Usage for the period of February 1, 2016 through February 21, 2016.
- B. Update on the Improvements to the Fire Department Building on Chestnut Street.
- C. Update on the Gills Branch Drainage Project
- D. Update on the Comprehensive Plan.
- E. Update on the Water Filtration Project – Willow Park Well Field
 - February 23, 2016 – start of new water filtration project.

- F. Update on the Gills Branch Wastewater Improvements Project.
 - G. Update on filling the vacancy of the Main Street Director Position.
 - H. Update on the Texas Department of Transportation "Tahitian Village Overpass Project.
 - I. Discussion Regarding Proposed Revisions to the City of Bastrop Parks Ordinance and City of Bastrop Park Policies.
 - J. Update on the "Elevated Water Storage Facility" on the West Side of the City of Bastrop.
 - Council will see in the audit that the water and wastewater fund ended up in a favorable position at the end of FY 2015
 - K. Update on the Construction of New Restrooms in Fisherman's Park.
 - L. Update Regarding the proposed Improvements to Alley D.
 - M. Update on the Status of the XS Ranch PID
 - N. Review of Current Project and Critical Needs and Holding a Bond Election in November 2016
 - O. Management/Administrative Activities
-

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

D. NEW BUSINESS

- D.5 Consideration, discussion and possible action regarding items under the City Manager's informational report:
 - Elevated Water Storage Facility on the West Side of the City of Bastrop.
 - Update on the Construction of New Restrooms in Fisherman's Park.This item was withdrawn without objection.

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 Council Retreat of January 23, 2016 and Regular Council Meeting of February 9, 2016.
- A.2 Approval of the second reading of an ordinance of 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.
- A.3 Consideration, discussion and possible action regarding the approval and acceptance of a resolution of the City Council of the City of Bastrop, Texas establishing a vehicle and replacement fund for the City of Bastrop, Texas and making various provisions related to the future funding of this fund.

- A.4 Approval of City of Bastrop, Texas vehicle and equipment replacement policy.
- A.5 Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for the Re-subdivision of Lot 1, Woehl Subdivision being a +/- 0.429 acre tract out of Building Block 35, East of Main Street within the city limits of Bastrop, Texas.
- A.6 Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for the Zavodny Final Plat being a +/- 1.621 acre tract out of Farm Lot 38 East of Main within the city limits of Bastrop, Texas.

Item A.7 was pulled for discussion.

- A.8 Consideration, discussion, and possible action on a request from the Bastrop Family Rodeo Club for a variance to Section 8.02.001 of the City of Bastrop Code of Ordinances to allow for the sale and consumption of alcoholic beverages during the Yesterfest/Naturefest Rodeo event scheduled for April 29-30, 2016 at the Mayfest Park and Rodeo Arena located at 25 American Legion Drive.
- A.9 Approval of a resolution establishing the City of Bastrop will pay a 25 percent match of a grant provided by the Criminal Justice Division of the Governor's office for body-worn cameras.

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

DISCUSSION ITEM

- A.7 Approval of the Final Plat of Pecan Park Residential Revised Section 4, being +/-14.62 acres within the Mozea Rousseau Survey A-56 located west of Childers Drive within the city limits of Bastrop, Texas.
Council Member Gilleland made the motion to approve the final plat of Pecan Park, seconded by Council Member Schiff. The motion was approved on a vote of 4-0. Mayor Pro Tem DeLaRosa was absent.

B. PUBLIC HEARINGS, ORDINANCES, & OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION -NONE

C. OLD BUSINESS

- C.1 Consideration, discussion and possible action regarding legal fees paid by the City Of Bastrop for FY-15.
Bonnie Coffey – Spoke on the breakdown of the legal fees.

Glenn Johnson – Spoke in response to Council Member Schiff stating at a previous meeting his desire to have a licensed attorney discuss the breakdown of the legal fees being paid by the City of Bastrop to the current City Attorney. Mr. Johnson spoke in favor of the legal fees and in favor of keeping the current City Attorney.

Council Member Schiff made a motion to instruct the City Manager as follows, seconded by Council Member Jackson. The motion was approved on a vote of 4-0. Mayor Pro Tem DeLaRosa was absent. The City Manager was instructed to put together a plan that will be in the FY2017 budget on how to best spend the money for legal services and to ensure by analyzing the efficient and effective way to do so.

D. NEW BUSINESS CONTINUED

D.1 Appointment by Mayor, subject to confirmation by City Council of Georgina Ngozi to Place 6 on the Bastrop Art in Public Places Board.

Council Member Jackson made the motion to approve the appointment of Georgina Ngozi to Place 6 on the Bastrop Art in Public Places Board, seconded by Council Member Schiff. The motion was approved on a vote of 4-0. Mayor Pro Tem DeLaRosa was absent. Staff was instructed to include the potential conflict of interest form in the packet for all board/commission/committee appointments on the agenda going forward.

D.2 Consideration, discussion and possible action on presentation and acceptance of City of Bastrop, Texas Comprehensive Annual Financial Report for the year ended September 30, 2015.

Council Member Jackson made the motion to approve the acceptance of the Bastrop, Texas Comprehensive Annual Financial Report, seconded by Council Member Gilleland. The motion was approved on a vote of 4-0. Mayor Pro Tem DeLaRosa was absent.

D.3 Public hearing: Consideration, discussion and possible action on a Variance to the Subdivision Ordinance, Section 7.10.1 Suburban Subdivision Standards – minimum lot size of one acre for an onsite sewage facility requirement. The proposed Prescott Allen Subdivision is +/-0.725 acres out of the Bastrop Town Tract A-11 located on Main Street (Old Bastrop-McDade Road) in the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).

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

D.4 Consideration, discussion and possible action on setting a permanent start time for all meetings and workshops.

Council Member Schiff made the motion to set all meeting start times (workshop and regular Council) for 6:30 p.m. with the option to amend as needed. The motion failed for lack of a second.

EXECUTIVE SESSION CONTINUED

The Bastrop City Council recessed the Council Meeting to meet in Executive Session at 8:50 p.m. pursuant to the Texas Government Code, Chapter 551, *et seq.* to discuss the following:

2. SECTION 551.072 – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property

Council Member Jackson recused himself from this executive session.

The Bastrop City Council reconvened into open session at 8:51 p.m. 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

City Manager Talbot recommended to the Council that action be taken to provide him with the authority to take the necessary action to acquire real property for City purposes.

Council Member Gilleland made the motion to give the City Manager the authority to acquire real property for City purposes, seconded by Council Member Schiff. The motion was approved on a 3-0 vote. Mayor Pro Tem DeLaRosa was absent. Council Member Jackson recused himself.

ADJOURNMENT

Council Member Gilleland made the motion to adjourn at 8:52 p.m., Council Member Schiff seconded the motion which passed unanimously.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 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 Hill Subdivision being a +/- 1.595 acre tract out of the Nancy Blakey Survey Abstract No. 98, located north of State Highway 21 within Area A of the 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: _____ 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: **Recommend approval of the statutory denial.**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 2016

1. Agenda Item: **Approval of the Final Plat of Prescott Allen Subdivision being +/-0.725 acres out of the Bastrop Town Tract A-11 located on Main Street (Old Bastrop-McDade Road) in the City of Bastrop, Texas One Mile 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) _____

b) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat.**

City Council approved a Variance to the Subdivision Ordinance, Section 7.10.1 Suburban Subdivision Standards – minimum lot size of one acre for an onsite sewage facility requirement on February 22, 2016.

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None

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

11. Motion Requested: **Recommend approval of the Final Plat.**

City of Bastrop

Agenda Information Sheet:



City Council Meeting Date:

March 8, 2016

Project Description:

Approval of the Final Plat of Prescott Allen Subdivision being a +/-0.725 acres out of the Bastrop Town Tract A-11 located on Main Street (Old Bastrop-McDade Road) in the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Bart J. Allen
Location: North Main Street and Old McDade Road
Utilities: Aqua, septic, and Bluebonnet Electric

Background:

The proposed one lot subdivision is located in the City of Bastrop, Texas One Mile Extra Territorial Jurisdiction (ETJ). The property has existed in its current configuration since 1982 and has an existing residential structure, several out buildings and an onsite sewage facility.

The City of Bastrop does not have water distribution lines north of the Piney Creek bridge and a City waste water line is also not available to the property. In order to receive water service from Aqua Water Supply Corporation, a final plat must be recorded.

Issues/Variations:

On February 23, 2016 City Council approved a Variance to Subdivision Ordinance, Section 7.10.1 which requires a minimum overall lot size of one acre if an onsite sewage facility is to be used in a Suburban Subdivision. The property consists of +/- 0.725 acres. The surveyor, James Garon & Associates has added a plat note #20 regarding the variance Council approved.

Comments: Five (5) adjacent property owner notifications were mailed February 9, 2016. At the time of report preparation, we have not received any responses.

Staff Recommendation:

Staff recommends approval of the Final Plat.

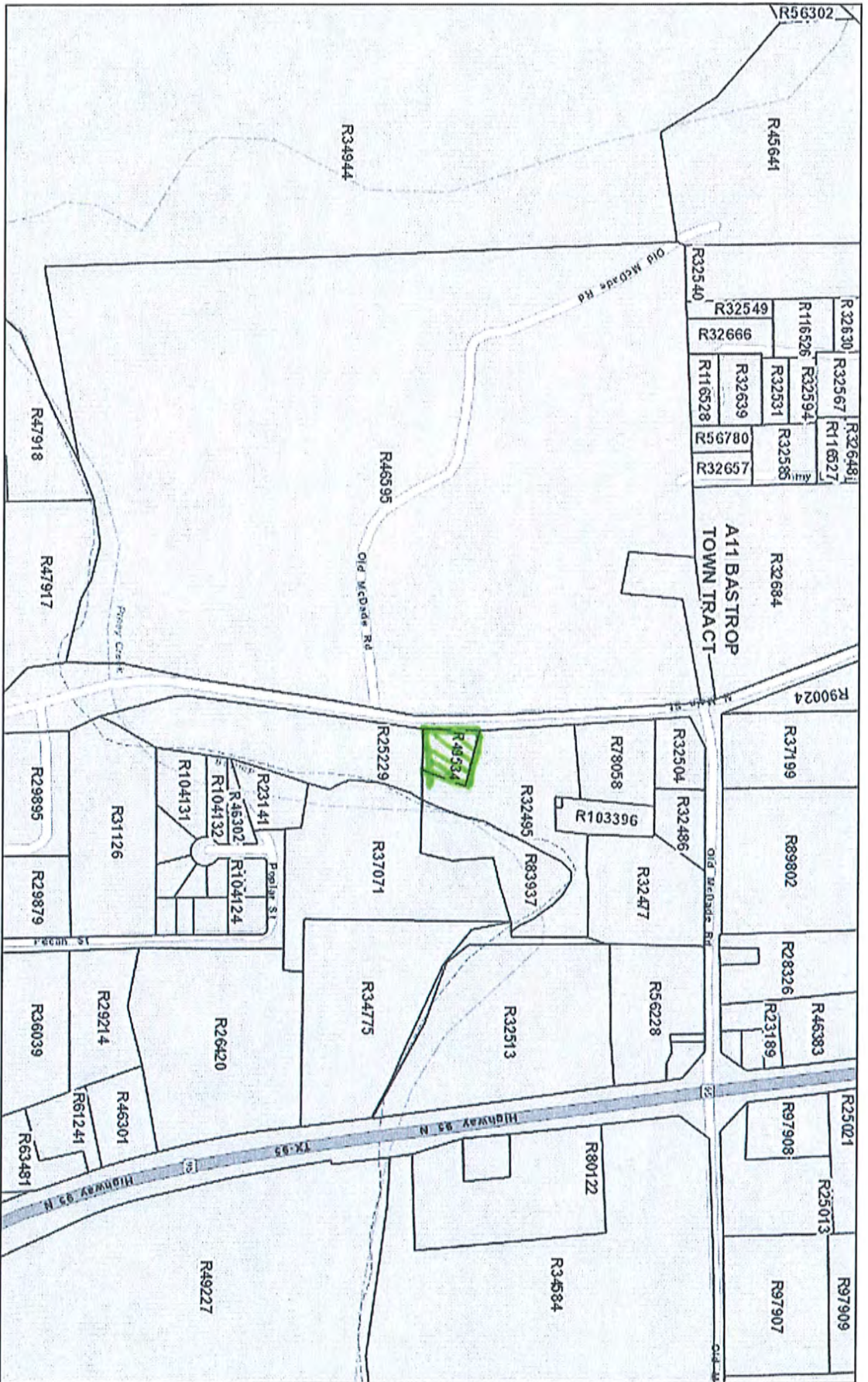
City Contact:

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

Attachments:

Copy of the final plat.

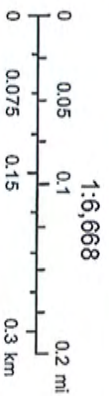
Map Title



October 22, 2015

- ☐ Parcels
- ☐ Abstracts

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.



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

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 3, 2016

1. Agenda Item: **ACKNOWLEDGE RECEIPT OF THE BASTROP MARKET CORPORATION FOURTH QUARTER REPORT.**

2. Party Making Request: **Michael H. Talbot**

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

Attached for review and consideration by the City Council is the four quarter reports as submitted to the City by the Bastrop Marketing Corporation.

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. Action Taken: _____

BASTROP MARKETING CORPORATION

A REPORT TO THE CITY OF BASTROP

January 30, 2016

Prepared by Hardee Partners, LLC, on behalf of Bastrop Marketing Corporation

As a follow-up to the marketing expenditures reports and plans previously submitted to the City, Woodbine is officially submitting this quarterly summary of SAPP expenses for Fiscal Year 2015-16. Redistribution of funds takes place according to the Letter of Understanding (LOU) approved by Bastrop City Council in April 2007.

QUARTERLY EXPENDITURES UPDATE

For Fiscal Year 2015-16, October through December, BMC and Hyatt Lost Pines expended approximately \$345,590 on SAPPs and received \$165,319 (with another \$64,698 due) in distributions from the city. A full review of marketing expenditures is available upon request, although some resort-specific information is considered proprietary for competitive reasons.

BMC seeks official approval of the quarterly report.

ANNUAL EXPENDITURES UPDATE

For Fiscal Year 2015-16, BMC and Hyatt Regency Lost Pines are expected to spend more than \$1.5 million on SAPPs during the year. BMC is projected to receive approximately \$1 million for the fiscal year in redistribution of HOT funds from the City of Bastrop.

FISCAL YEAR 2015-16 PLAN

BMC presented a summary of the marketing plan to City Council and the City Manager in July-August 2015. BMC and Hyatt Regency Lost Pines anticipate spending on SAPPs in the following categories.

SALES & PROMOTION
COLLATERAL
TRADESHOWS
SOCIAL MEDIA
ADVERTISING (PAID MEDIA) and DIRECT MAIL
PUBLIC RELATIONS AND SPECIAL EVENTS
ELECTRONIC MARKETING/WEBSITE

It is understood that BMC's annual marketing plan for 2015-16 is approved by the City.

ENCLOSURES: Advertising and public relations summaries from Proof Advertising, and Dublin and Associates.

BACKGROUND

Bastrop Marketing Corporation (BMC) was established in 2003 to manage destination-marketing efforts pursuant to that certain Tourism Marketing Agreement (Agreement) dated November 20, 2003, Bastrop Resort Partners, L.P., BMC and the City of Bastrop. Under the Agreement the BMC will receive a distribution of Hotel Occupancy Taxes (HOT) paid to the City by Hyatt Regency Lost Pines Resort and Spa, according to a schedule and at a percentage established in the Agreement. (The percentage distribution starts at 75 percent of the resort's HOT payments and declines to 43 percent over the 10-year period of the agreement.)

To qualify for the HOT distribution, BMC must provide a marketing plan to the City of Bastrop detailing expenditures that directly enhance and promote tourism and the convention and hotel industry. Additionally, expenditures must clearly fit into one of the following statutorily provided categories:

- Convention Center Facilities
- Visitor Information Centers
- Facilities, materials and personnel for registration of convention delegates
- Destination advertising and promotion that directly supports the tourism and Hotel/Convention industry
- Promotion, improvement or encouragement of the arts
- Historical restoration and preservation of facilities frequented by tourists or convention delegates
- Signage for tourist attractions and sites frequented by hotel guests
- Shuttle services for convention activities (excludes public transit)
- Sporting related facilities in certain cities and sports events

Pursuant to the Agreement, BMC will promote tourism and the convention and hotel industry of Bastrop and the surrounding area through Statutorily Authorized Promotional Programs (SAPPs), as defined by State law.

DUBLIN & Associates, Inc.

Memo

To: Cami Hardee
From: Rose Marie Eash
Re: Summary of Activities – Oct – Dec 2015

Following is a summary of activities undertaken by Dublin & Associates on your behalf from October 1 through December 31, 2015:

Bastrop Marketing Corp

- We met with Kayli Head on October 8 and November 1 to pick up on projects for Main Street until a new Main Street Director is named. We also met with Kayli and Martha Granger regarding updates to the Main Street Historic District TripAdvisor listings and worked to add attractions and events.
- We met with Nancy Wood and Rick Gullickson on November 28 to discuss Small Business Saturday promotion and with Nancy on December 15 to discuss how to handle promotion of Lost Pines Christmas events on both the Main Street and Lost Pines Christmas Facebook pages, including budgets, timing, etc.
- We reviewed the BMC photo list and provided PR request for photos.
- We worked to identify artist studios for Proof Advertising, contacting the president of the art guild and also reaching out to some artists and the Lost Pines Arts Center project leader, Karol Rice.
- We consulted on the Lost Pines Fire and worked to revise the Visit Lost Pines website What's New blog with a more appropriate post.
- We reviewed and offered suggestions for revision on the Lost Pines Christmas news release developed by DBA and Main Street and forwarded back to Naseem Khonsari.
- We worked with Robbie Sanders and Sarah Tompkins to help promote the Christmas Homes Tour, drafting a media advisory and discussing story possibilities should there be a decorated home early enough to use as advance publicity.

Having trouble viewing this email? [Click here](#)



MEDIA ADVISORY

December 7, 2015



WHAT: For five hours on Saturday, December 12th, Bastrop opens the doors on its annual Holiday Homes Tour, a central event of Bastrop's four-day "Lost Pines Christmas" weekend. For more than 40 years, the tour has showcased Bastrop's historic past. Four classic historical homes, one stunning modern home built on historic property, and the



First United Methodist Church will be opened to the public for this year's tour. Four of this year's homes have never before been on the tour!

For more information and tickets: [Bastrop County Historical Society](#)

WHERE: Bastrop, Texas

WHEN: Saturday, December 12, 2015 from noon to 5PM



Media Contact: Rose Marie Eash, Bastrop Marketing Corporation - 210-6013967 or reash@dublinandassociates.com

BMC for The City of Bastrop

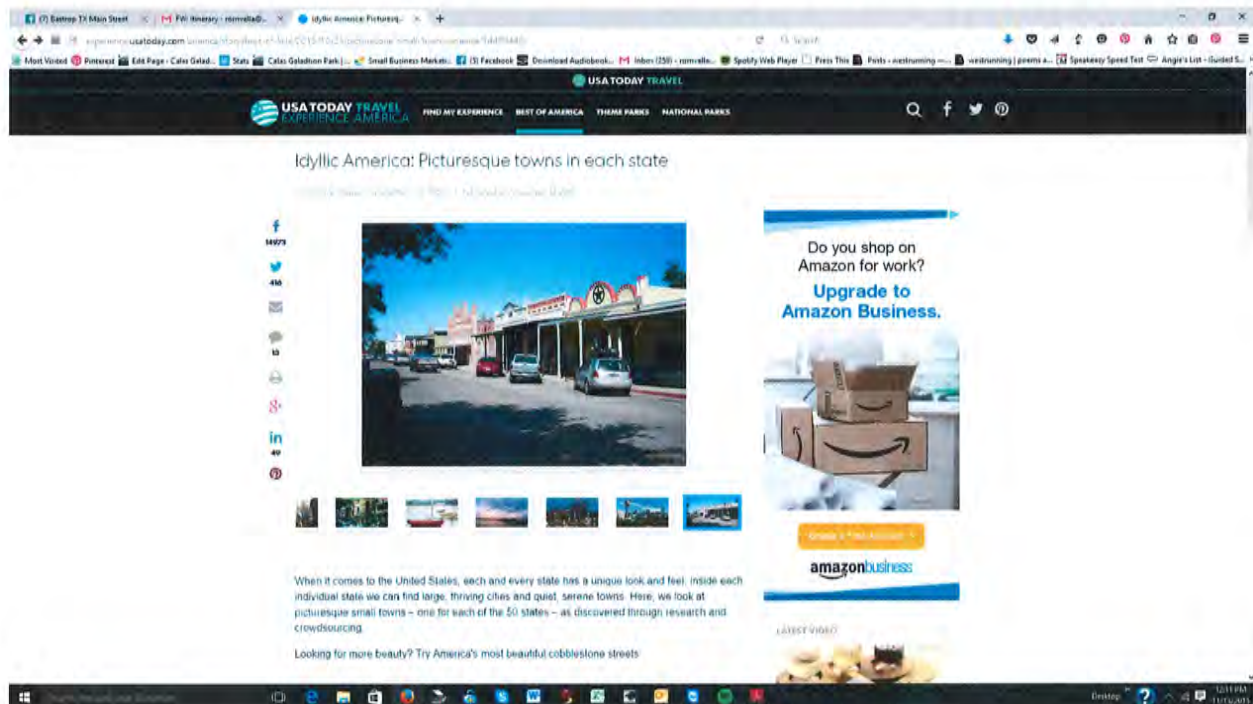
Dublin & Associates, Inc., 3015 San Pedro Ave., San Antonio, TX 78212

- We did some research for the Bastrop history coffee table book, trying to locate photographic images of Porfirio Salinas' paintings. We did find that there were some locally owned paintings and forwarded the information.

Main Street Project

- We distributed the Bastrop Veterans Weekend Car Show calendar listing/media advisory to events, calendar, features and managing editors statewide and personally added to the event calendars for the Austin American Statesman and the San Antonio Express-News. We created events for the two days on the Main Street page.
- We updated the Main Street cover to promote the Lost Pines Christmas Wine Swirl and worked with Nancy Woods and Naseem Khonsari to promote Lost Pines Christmas on social media. This effort also involved some creative work when the planned posts did not adhere to Facebook's regulations concerning text and content.
- We worked to update and add to the TripAdvisor information for the Main Street Historic District and responded to visitor comments as appropriate.

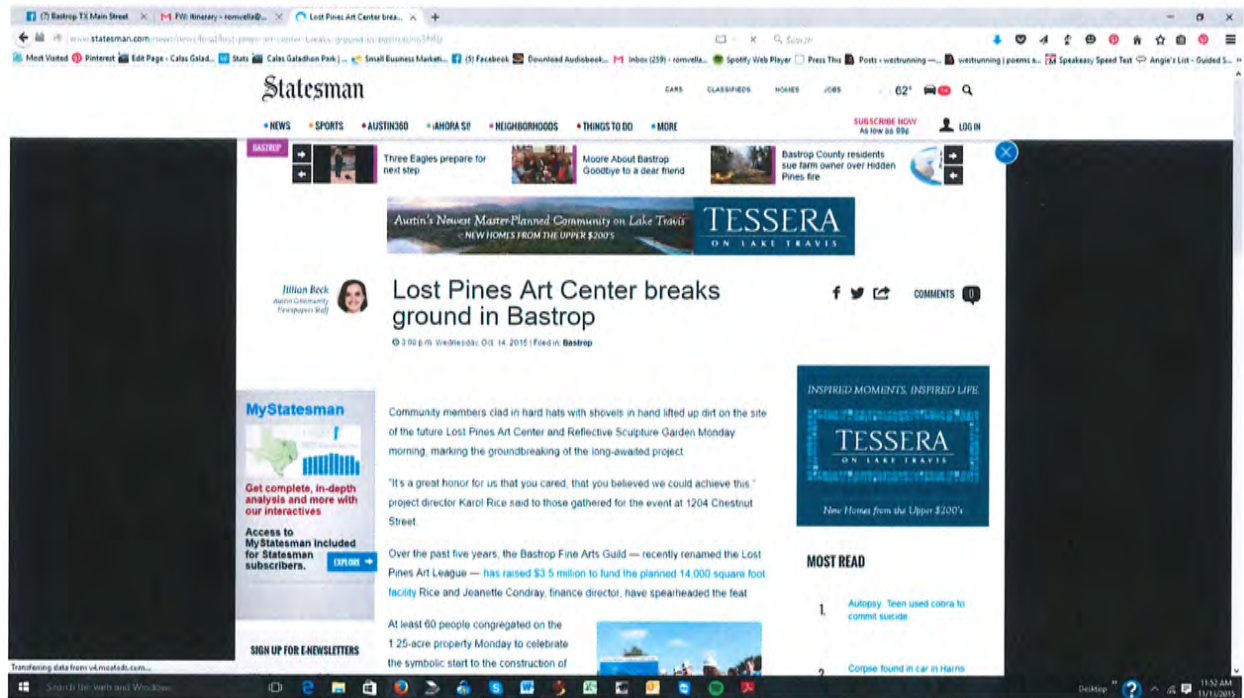
- We worked with Susan Barnes, a freelancer for a USA Today Travel section “Picturesque Small Towns,” to provide a photo for Bastrop’s inclusion:



- We worked to promote the Bastrop Main Street celebration of recent awards including:
 - The Bastrop Main Street Program is one of ten national finalists for the 2015 Great American Main Street Award of the National Trust for Historic Preservation.
 - A billboard project promoting Bastrop has named the Bastrop Downtown Business alliance, the project leader, and participating downtown businesses and partners as one of two finalists for the Texas Downtown Association "Best Marketing Project for Downtown"
 - The City's Downtown Form Based Code initiative has been recognized-at both the regional and state levels-for exemplary community planning by the Texas Chapter of the American Planning Association. We responded to some TripAdvisor reviews and continued to work to update the Main Street listing. We worked with Naseem Khonsari and Nancy Wood to schedule ads on the Lost Pines Christmas Facebook page and boost posts for the event.

Bastrop Fine Arts Guild – In October we distributed the advance media advisory on the Lost Pines Arts Center and delivered nine Dublin “event” shovels for use at the groundbreaking for the new art center. We followed up with a “day of” reminder and attended the event, facilitating interviews by the City videographer with Karol Rice and

Texas Representative John P. Cyrier and assuring Statesman reporter Jillian Beck had access to resources she required. Coverage included:



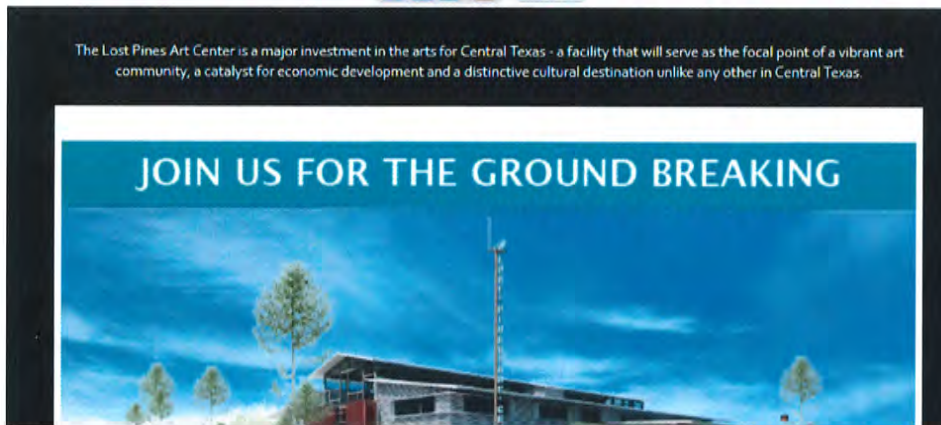
From: Rose Marie Eash, The City of Bastrop <reash@dublinandassociates.com>

Subject: Groundbreaking TODAY, Monday, Oct 12, for major new Central Texas art center

Preheader: The Lost Pines Art Center is a major investment in the arts for Central Texas

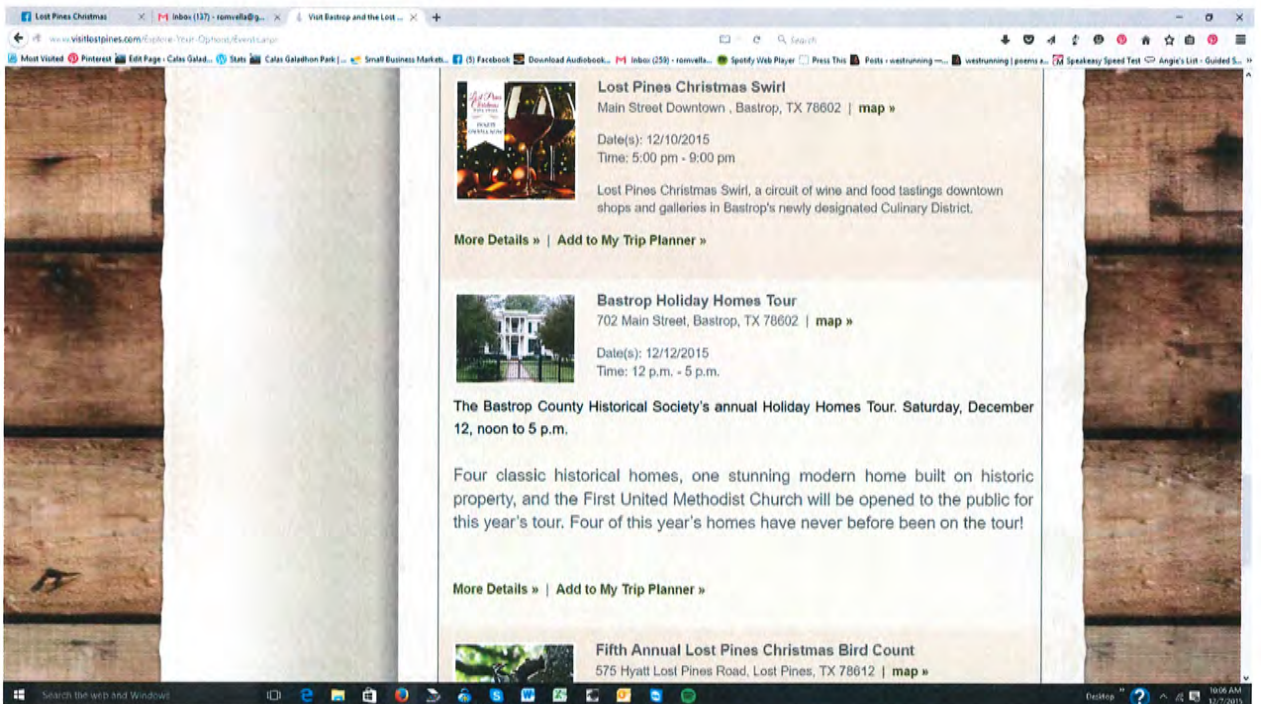
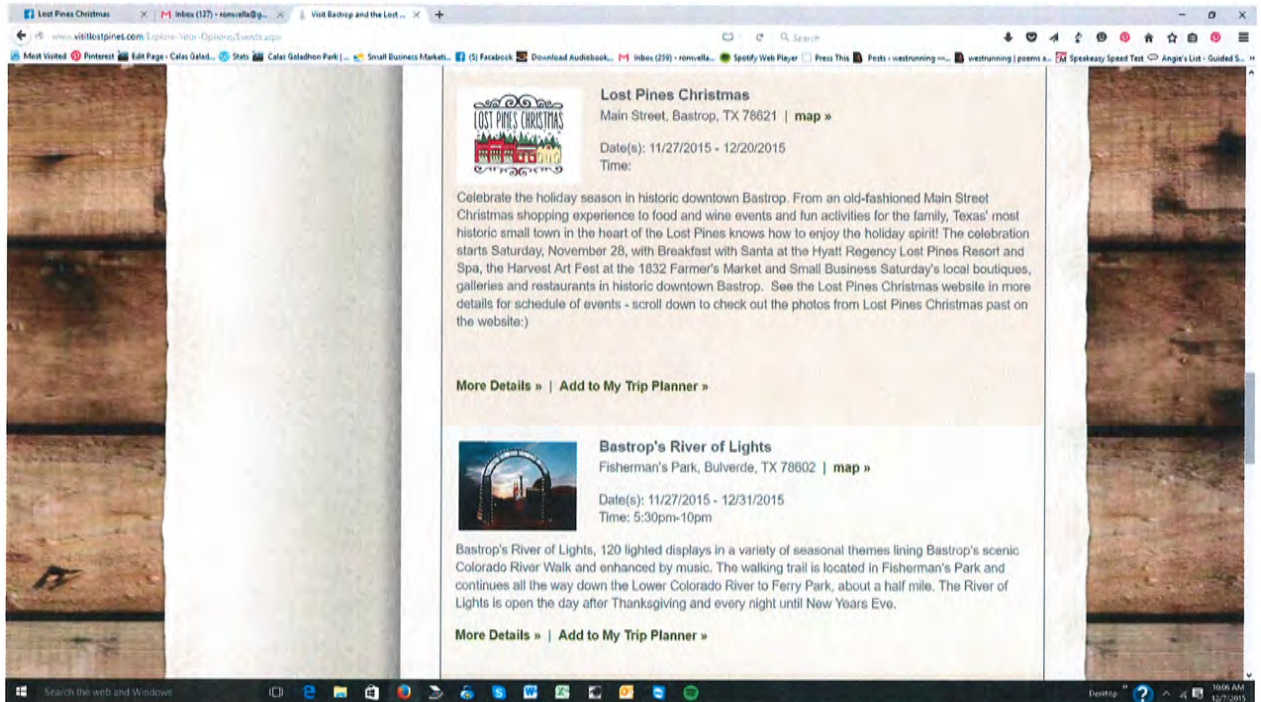
Reply: reash@dublinandassociates.com

Having trouble viewing this email? [Click here](#)



Visit Lost Pines/Bastrop Tourism Website

- We worked to update the Lost Pines Christmas information on the visitlostpines.com website, changing the event image, revising the information and adding individual events including the following:



We also added the ColoVista event venue and the View dining venue to visitlostpines.com.

Other Work

In October we reviewed eblasts from the Bastrop Chamber of Commerce – October 4,5,7,8,14,15,19,21,22,27 & 28; Bastrop Cattle Company – October 28; Bastrop Downtown Business Association – October 7; and TTIA – October 7,14,21, & 28 to keep abreast of activities in Bastrop and relative to Bastrop.

In November we reviewed eblasts from the Bastrop Chamber of Commerce – November 2,3,6,9, 13, 17,25 &; Bastrop Cattle Company – November 18 ; Bastrop Downtown Business Association – November 5,30 ; Liberty Glenn – November 3,26; Hyatt Hotels – November 3, and TTIA – November 4,18,25; to keep abreast of activities in Bastrop and relative to Bastrop.

In December we reviewed eblasts from the Bastrop Chamber of Commerce – December 2,9,11,16,23 & 30; Bastrop Cattle Company – December 4; Bastrop Downtown Business Association – December 2; Liberty Glenn – December 11 & 22; Hyatt Hotels – December 7,15, & 22; Sherwood Forest Faire – December 28; View from The Mansion – December 29; TripAdvisor – December 9,12,14,17,18 & 30; Texas Tourism – December 8; and TTIA – December 2,8,16 & 30; to keep abreast of activities in Bastrop and relative to Bastrop.

Social Media

In October resuming social media work when the Main Street Director position was open, we made 11 Facebook posts which also posts to Bastrop's Main Street Twitter feed.

In November we made 17 postings to Bastrop's Main Street Facebook page which also posts to Bastrop's Main Street Twitter feed. We also made 4 posts to the Lost Pines Christmas Facebook page and boosted posts on both pages. We worked with Nancy Wood and Naseem Khonsari to develop Facebook ads promoting the Lost Pines Christmas website and to develop a plan for boosting posts on the Lost Pines Christmas page during the event.

In December we made 13 posts to Bastrop's Main Street Facebook page which also posts to Bastrop's Main Street Twitter feed. We also posted to the Lost Pines Christmas Facebook page and boosted posts on both pages.

Bastrop and the Lost Pines Region

Digital Media Performance: October - December 2015



Executive Summary

1.5MM Impressions

15.2K Clicks

0.95% CTR

\$1.19 CPC

Q1 of FY 2016 continued to see efficient results with all digital media partners delivering click-through-rates above industry benchmarks.

Web traffic is up 42% for October - December (YOY).

Christmas-focused keywords and text ads drive additional interest and support of Bastrop's Christmas shopping and events.

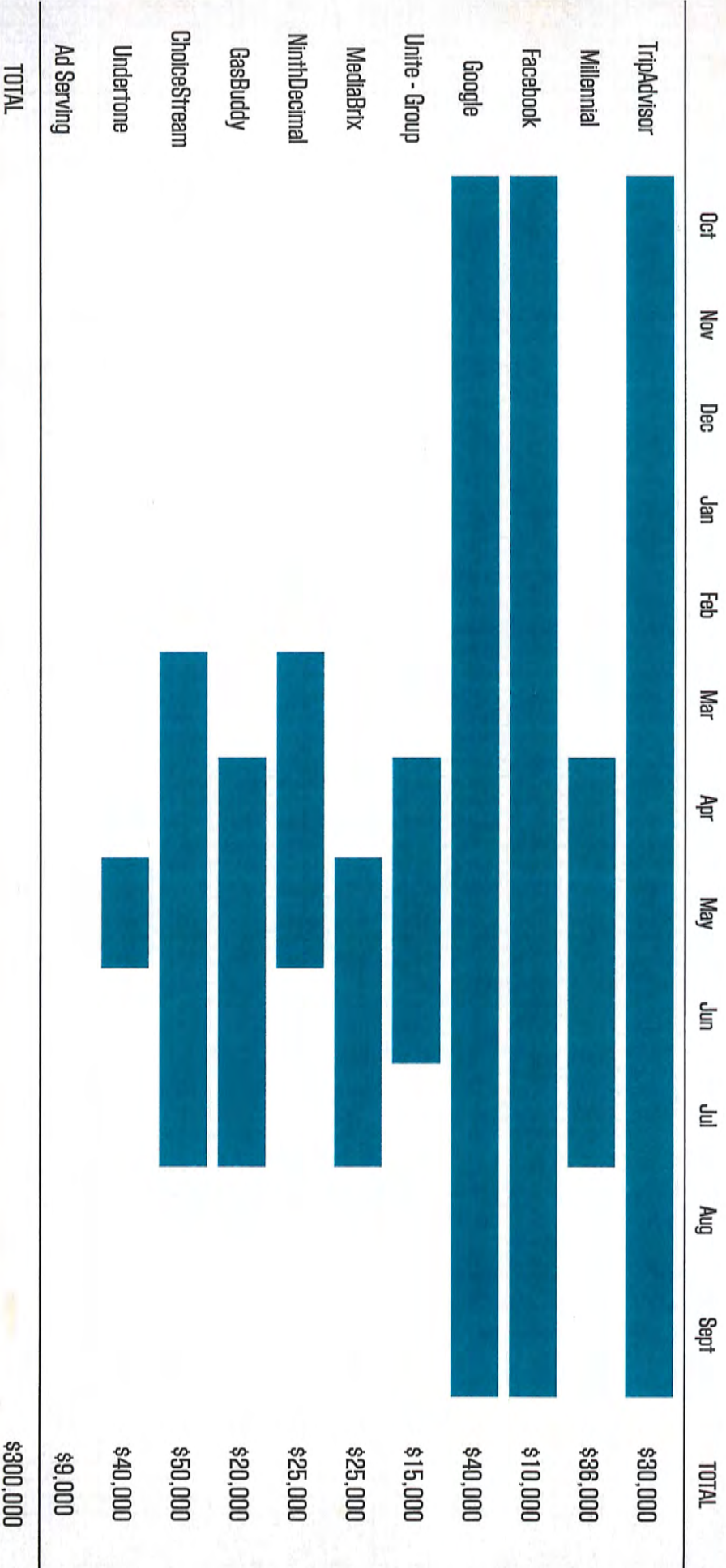
Mobile ads continued to help drive higher CTRs for ads on TripAdvisor.

Social efforts through Facebook continue to drive efficient Likes and website traffic. Like ads generated 2,535 new likes for Visit Lost Pines from October 2015 through December 2015. Facebook ads also drove 7,493 clicks to VisitLostPines.com for additional information.

Majority of digital media partners will start in Spring and Summer, including MediaBrix, NinthDecimal and GasBuddy.

03/08/2016

Digital media flowchart showing full year activity



Website Analytics: Traffic up 42% Year Over Year (Oct-Dec)

Oct 1, 2015 - Dec 30, 2015: 27,573 Visits | 59,310 Page views | 1:24 avg. visit duration

Visits up 42% YOY (127.6K vs 19.5K)
 Pages/Visit down 14% (2.15 vs 2.51)
 Pageviews up 21 % YOY (59.3K vs 48.8K)
 Avg. visit duration down 20% (1:24 vs 1:45)



Mobile landing page remains top page for Q1 FY16

Page	Pageviews	Unique Pageviews	Avg. Time on Page
1. MobileHome.aspx	59,310 (+42%)	46,806 (+42%)	00:01:13 (-20%)
2. /	4,991 (+42%)	4,225 (+42%)	00:01:07 (-20%)
3. Explore-Your-Options/Loading.aspx	4,055 (+42%)	2,680 (+42%)	00:01:07 (-20%)
4. Explore-Your-Options/GolfAndOutdoorActivities.aspx	3,638 (+42%)	3,137 (+42%)	00:01:23 (-20%)
5. Explore-Your-Options/Events.aspx	2,330 (+42%)	1,924 (+42%)	00:01:26 (-20%)
6. Myatt-Lost-Pines/Activities.aspx	2,151 (+42%)	1,726 (+42%)	00:01:28 (-20%)
7. Myatt-Lost-Pines/Accommodation&FoodServices.aspx	2,146 (+42%)	1,400 (+42%)	00:00:50 (-20%)
8. Myatt-Lost-Pines.aspx	1,766 (+42%)	1,348 (+42%)	00:00:50 (-20%)
9. Explore-Your-Options/Events/Lost-Pines-Christmas.aspx	1,454 (+42%)	1,164 (+42%)	00:01:36 (-20%)
10. Myatt-Lost-Pines/Live-att-Lost-Pines-ConcertSchedule.aspx	1,298 (+42%)	786 (+42%)	00:00:39 (-20%)

October - December delivers efficient eCPC of \$1.19

Facebook and Google drive efficiencies while TripAdvisor keeps Bastrop top of mind in key travel endemic environments

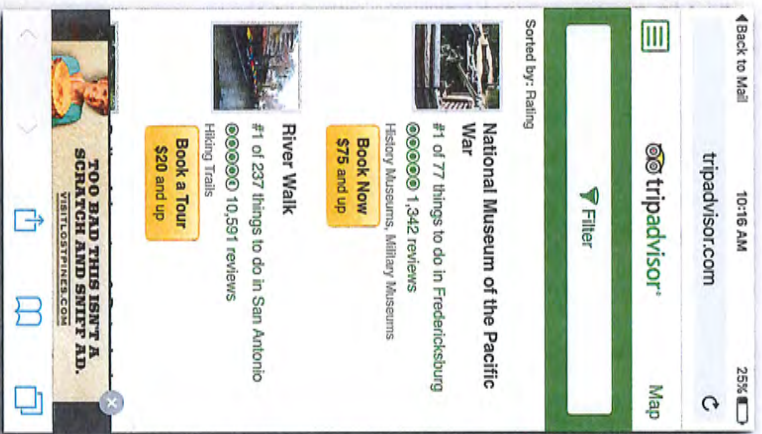
Site Name	Impressions	Clicks	CTR	eCPC	eCPM	Media Cost
	575,581	4,365	0.76%	\$1.93	\$14.62	\$8,414
	560,296	10,028	1.79%	\$0.31	\$5.56	\$3,114
 tripadvisor	459,595	765	0.17%	\$8.58	\$14.29	\$6,567
TOTAL	1,595,472	15,158	0.95%	\$1.19	\$11.34	\$18,096

Naseem and Handler creative deliver top CTRs in Q1 FY2016

Chicken	Naseem	Handler	Art	Lee	Viejos	Golf
51,435 Imps	51,537 Imps	38,449 Imps	51,600 Imps	51,672 Imps	51,808 Imps	38,453 Imps
64 Clicks	68 Clicks	59 Clicks	57 Clicks	37 Clicks	60 Clicks	34 Clicks
0.12% CTR	0.13% CTR	0.15% CTR	0.11% CTR	0.07% CTR	0.12% CTR	0.09% CTR
						

TripAdvisor mobile placements continue to deliver strong CTRs

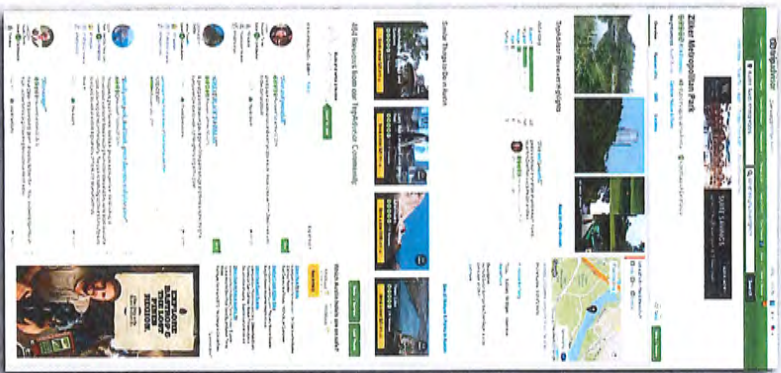
Both versions perform above the mobile CTR benchmark, Barbara version continues to see slightly higher CTR



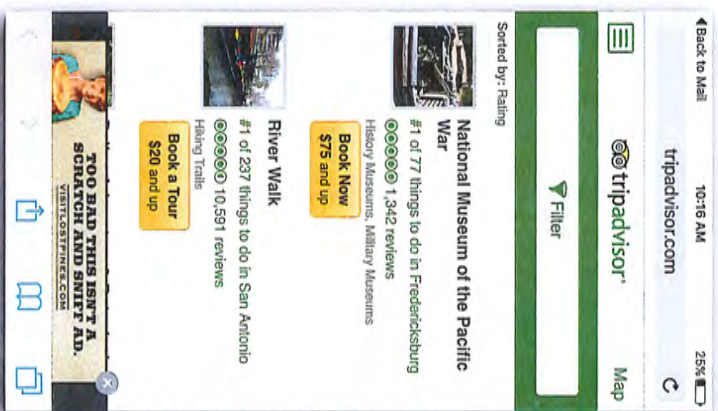
62,400 Impressions
185 Clicks
0.30% CTR

62,232 Impressions
201 Clicks
0.32% CTR

Among ad sizes, 300x600 & 320x50 continue to generate top CTRs



Size	Impressions	Clicks	CTR
320x50	124,632	386	0.31%
300x250	121,678	108	0.09%
300x600	136,135	206	0.15%
728x90	77,141	65	0.08%



Mobile 320x50

Christmas ad group helps drive seasonal support

Christmas ad group generates highest volume of clicks and impressions

Ad Group	Impressions	Clicks	CTR
Lodging	140,545	1,160	0.83%
Lost Pines Region	36,280	811	2.24%
Spa	37,428	510	1.36%
Christmas	40,609	393	0.97%
Golf	52,107	365	0.70%
Road Trip	20,152	157	0.78%
Outdoor Activities	25,527	155	0.61%
Meetings	34,102	152	0.45%
Weddings	14,747	142	0.96%
Competitive	127,262	108	0.08%
Music	19,445	100	0.51%
Events	4,275	97	2.27%
Attractions	15,008	95	0.63%
Shopping	3,486	76	2.18%
Restaurants	2,870	41	1.43%
Bird Count	1,745	3	0.17%

Top Keywords by Click Volume

1. lost pines texas - 356 clicks
2. christmas events - 213 clicks
3. bastrop texas - 196 clicks
4. austin hotel - 137 clicks
5. texas trips - 122 clicks
6. austin +resorts - 104 clicks
7. austin campgrounds - 94 clicks
8. texas hill country - 92 clicks
9. texas lakes - 88 clicks
10. austin campground - 85 clicks

Christmas in the Pines.
Bring the family to Bastrop for a special kind of celebration.
visitlostopines.com

Top-performing Christmas text ad

Texas Campaign: 3,549 clicks (0.72% CTR)

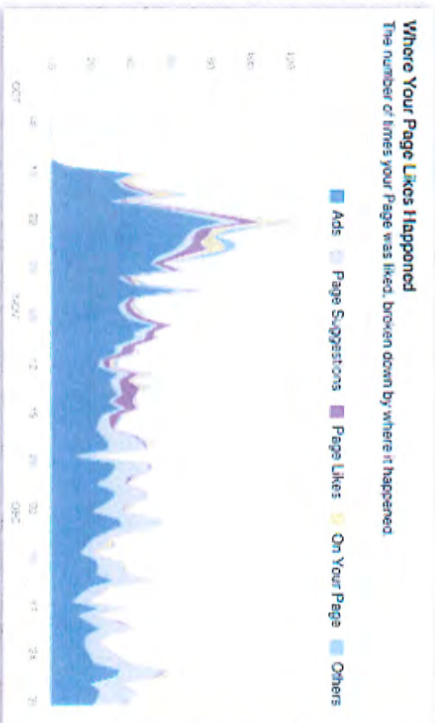
Touch State Campaign: 816 clicks (1.02% CTR)

Q1 delivers efficient website CPC of \$0.29, inc

Campaign	Impressions	Website Clicks/Page Likes	CTR	CPC	Spend
Website Click Ads	503,993	7,732	1.53%	\$0.29	\$2,285.00
Like Ads	56,303	2,296	4.08%	\$0.38	\$878.57
TOTAL	560,296	10,028	1.79%	\$0.31	\$3,113.57

facebook

Majority of Visit Lost Pines page reach in Q1 happened within ads



Live music drives CTR while McKinney Roughs delivers largest impression volume

Horseback riding ad continues to garner majority of page likes

Visit Lost Pines

Sponsored ·

Lost Pines features music and shows weekends.



at Lost Pines.

[Learn More](#)

Star Appeal

57,008 Imps

679 Clicks

1.19% CTR

Visit Lost Pines

Sponsored ·

Visit Lost Pines, and you'll thank your lucky stars. All 20 gazillion of them.



Star appeal.

[visitlostinnes.com](#)

[Learn More](#)

Rough It

164,453 Imps

1,599 Clicks

0.97% CTR



Visit Lost Pines
McKinney Roughs Nature Park has 18 miles of trails and a river waiting to be explored.

Rough it in a good way:

[visitlostinnes.com](#)

5/11/16 1:12 PM 11/12/16 11:12 PM

1.1k 1.1k 1.1k 1.1k 1.1k 1.1k 1.1k 1.1k 1.1k 1.1k

Suggested Page

Visit Lost Pines

Sponsored

Enjoy horseback riding, hiking, golfing and more in the Lost Pines. Like us to learn more.



Visit Lost Pines
TravelLeisure

23,737 people like this.

Traditional Media

2015 Texas State Travel Guide



Texas Highways - October

BASTROP AND THE LOST PINES REGION

**KEEPING
YOUR HEAD DOWN
IS BAD ADVICE
WITH SCENERY
LIKE OURS.**

From David Beggs, Lost Pines Club Pro

Out here in the Lost Pines, golf is a year-round sport. And so is soccer, with its natural beauty and relaxed setting. What's more, the area is packed with courses. We have one of the Top 5 resort courses here at Wolfbriar. Our scores are solid as below par, and our service never is. Maybe that's why you'll find everyone from business travelers to celebrities and PGA pros to NFL pros on our links. And why most of them are smiling.

Plan your road trip today at VISITLOSTPINES.COM

Impressions: 200,000

Appendix: Screenshots & December

December: Search and social deliver top CTRs

Facebook delivers efficient CPC

Site Name	Impressions	Clicks	CTR	eCPC	Media Cost
	214,321	1,643	0.77%	\$1.95	\$3,211
	134,147	3,080	2.30%	\$0.28	\$872
	193,021	303	0.16%	\$9.10	\$2,756
TOTAL	541,489	5,026	0.93%	\$1.36	\$6,839

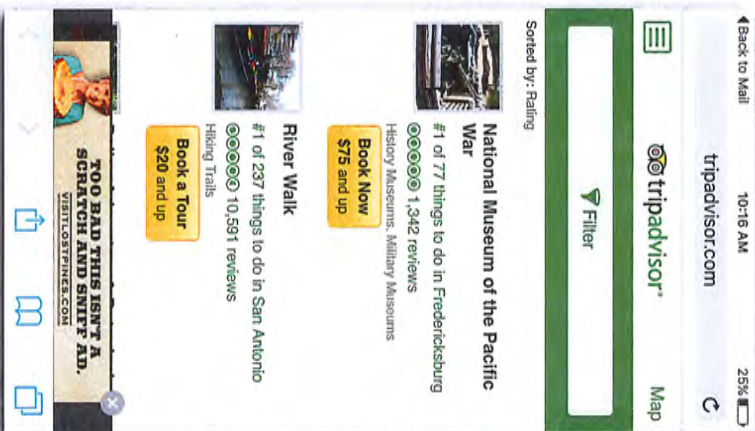
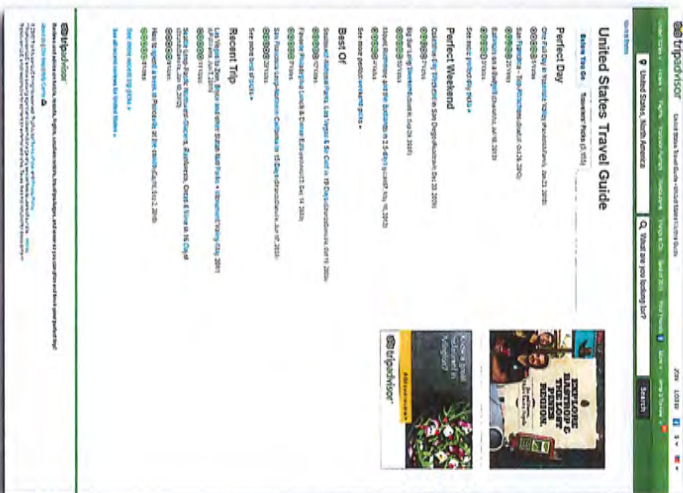
TripAdvisor Screenshots

ational Park, Road Trip & Weekend Getaway

Houston, Austin, Dallas DMAs

Texas Content - Mobile

Tourism Sponsorship



Facebook Screenshots

Suggested Page

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

Enjoy homeback riding, hiking, golfing and more in the Lost Pines. Live us to learn more.



[Like Page](#)

Suggested Page

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

It's Stand Up Paddling and we can help you get started. Like us to learn more.



[Like Page](#)

Suggested Page

Visit Lost Pines
 VISIT LOST PINES
 3,865 people like this

Lake Bastrop is full of bass, perch, crappie and catfish. Like us to learn more.



[Like Page](#)

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

Burgooon, Ten-Mile, chicken-fried steak, catfish and pie. Really, really good pie.



[Learn More](#)

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

Mockney. Rough's Nature Park has 16 miles of trails and a river waiting to be explored.



[Learn More](#)

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

Live at Lost Pines. Live at Lost Pines features music and shows on the weekends.



[Learn More](#)

Visit Lost Pines
 VISIT LOST PINES
 23,985 people like this

With three challenging and stunning courses, the Lost Pines area is a golfer's dream.



[Learn More](#)

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 2016

1. Agenda Item: **Approval of Bastrop Marketing Corporation's request for reimbursement of funds for January 2016 in accordance with the agreement to be spent on advertising and marketing the City of Bastrop area.**
2. Party Making Request: **Tracy Waldron, Chief Financial Officer**
3. Nature of Request: (Brief Overview) Attachments: Yes ☒ No ☐

4. Policy Implication: _____
5. Budgeted: ☒ Yes ☐ No ☐ N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____
8. Staff Recommendation: **Approval of Bastrop Marketing Corporation's request for reimbursement of funds for January 2016.**
9. Advisory Board: _____ Approved _____ Disapproved _____ None
10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None
11. Motion Taken: **Approval of Bastrop Marketing Corporation's reimbursement request for January 2016.** _____

**CITY OF BASTROP
FINANCE
DEPARTMENT**

Memo

To: Mayor, City Council and City Manager
From: Tracy Waldron, Chief Financial Officer
Date: February 29, 2016
Re: Reimbursement of Accrued Bastrop Marketing Corporation Expenses

Attached is the request from Bastrop Marketing Corporation (BMC) for payment of funds in accordance with the Tourism Marketing Agreement that was signed with the City of Bastrop in November 2003.

This request is for the time period for January 2016. There is a month lag in the receipt of the hotel occupancy tax monies.

It is recommended that Council approve the reimbursement of funds in the amount of \$52,734.65 for January 2016 to BMC in accordance with our agreement to be spent on advertising and marketing the City of Bastrop area. This amount represents 43% of the tax collections.

If you have any questions regarding this agreement please contact me at 512-332-8820.

Bastrop Marketing Corporation ("BMC")
October 2015 through September 2016 - Budget

	2015				2016				2017				2018				2019				2020				
	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September
HRLPR Room Revenues	\$ 2,502,731.43	\$ 3,055,804.31	\$ 2,160,416.73	\$ 1,529,377.01	\$ 1,769,678.66	\$ 1,917,128.00	\$ 3,300,464.00	\$ 2,840,652.00	\$ 3,498,024.00	\$ 3,667,460.00	\$ 4,165,822.00	\$ 3,660,260.00	\$ 2,782,820												
Exemptions																									
Taxable Room Revenues	2,502,731.43	3,055,804.31	2,160,416.73	1,529,377.01	1,769,678.66	1,917,128.00	3,300,464.00	2,840,652.00	3,498,024.00	3,667,460.00	4,165,822.00	3,660,260.00													
City of Bastrop HOT Rate	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%													
City of Bastrop HOT Tax	\$ 175,191.20	\$ 213,906.30	\$ 151,229.17	\$ 107,056.39	\$ 123,877.51	\$ 134,198.96	\$ 231,032.48	\$ 198,845.64	\$ 244,861.68	\$ 256,722.20	\$ 291,607.54	\$ 256,218.20													
Gross Liability to City																									
Hotel Owner Collection Allowance (1%)	\$ 175,191.20	\$ 213,906.30	\$ 151,229.17	\$ 107,056.39	\$ 123,877.51	\$ 134,198.96	\$ 231,032.48	\$ 198,845.64	\$ 244,861.68	\$ 256,722.20	\$ 291,607.54	\$ 256,218.20													
Hotel Owner Collection Allowance (1%)	(1,751.91)	(2,139.06)	(1,512.29)	(1,070.56)	(1,238.78)	(1,341.99)	(2,310.32)	(1,988.46)	(2,448.62)	(2,567.22)	(2,916.08)	(2,562.18)													
Net Collection by City	173,439.29	211,767.24	149,716.88	105,985.83	122,638.73	132,856.97	228,722.16	196,857.18	242,413.06	254,154.98	288,691.46	253,656.02													
Applicable % payable to BMC	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%													
Funds Available to BMC	74,578.89	91,059.91	64,378.26	45,573.91	52,734.65	57,128.50	98,350.53	84,648.59	104,237.62	109,286.64	124,137.33	109,072.09													
Total Budget	\$ 1,015,186.92																								
	Allocated:	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91	84,598.91													
Payment of Funds by City to BMC		\$ 74,578.89	\$ 91,059.91	\$ 64,378.26																					
		Paid 11/12/2015	Paid 12/7/2015	Paid 1/21/2016																					
Updated:																									
	Paid	\$ 74,258.81																							
	Variance	\$ 320.08																							

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: MAR. 1, 2016

MEETING DATE: MAR. 8, 2016

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports for the period ending in Jan. 31, 2016.**

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

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

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

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: **Acceptance of monthly financial reports**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Motion Taken: _____

CITY OF BASTROP, TEXAS
MONTHLY FINANCIAL REPORT AND
QUARTERLY FINANCIAL REPORT
FOR PERIOD ENDING JAN. 31, 2016



CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
 AS OF JAN. 31, 2016

Fiscal year 2016 is 4 month or 33.3% completed as of Jan. 31, 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	\$ 10,255,838	\$ 4,626,667	45.11%	\$ 11,967,668	\$ 2,695,870	22.53%
W/WWF Fund	\$ 4,258,480	\$ 1,712,913	40.22%	\$ 4,315,474	\$ 1,321,919	30.63%
Electric Fund	\$ 7,528,000	\$ 2,140,171	28.43%	\$ 7,851,474	\$ 2,138,350	27.24%
Hotel Motel Fund	\$ 2,801,500	\$ 837,542	29.9%	\$ 2,630,706	\$ 882,749	33.56%

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



GENERAL FUND REVENUE & EXPENDITURES

AS OF JAN. 31, 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)

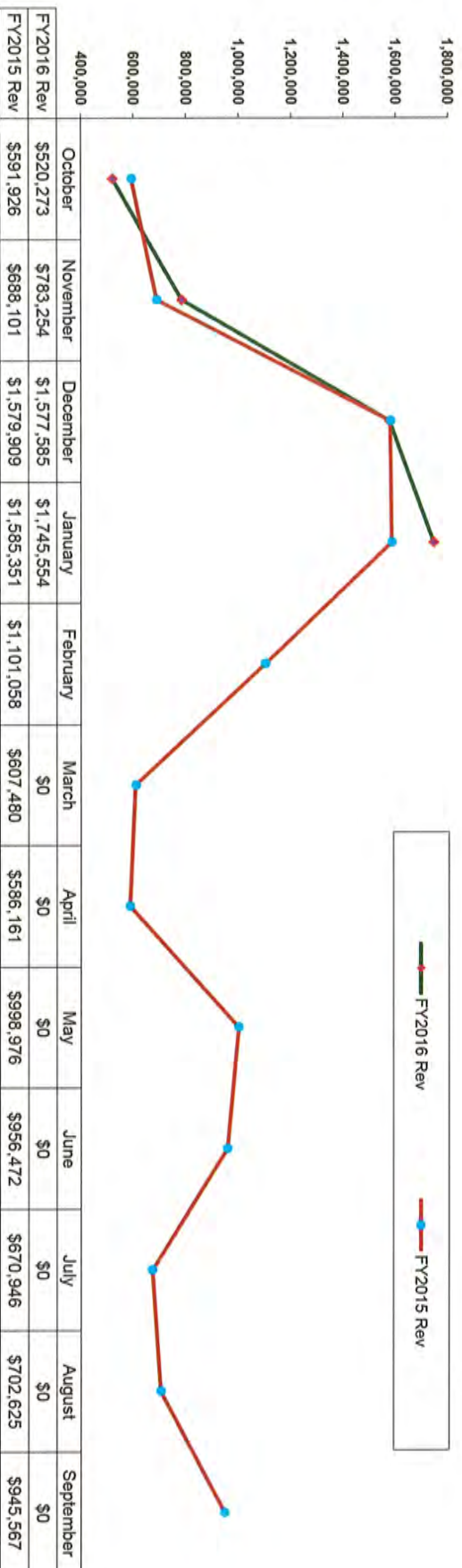


	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept
FY2015 Revenues	\$591,926	\$688,101	\$1,579,909	\$1,585,351	\$1,101,058	\$607,480	\$586,161	\$998,976	\$956,472	\$670,946	\$702,625	\$945,567
FY2015 Expenses	\$663,660	\$700,904	\$818,271	\$751,303	\$1,027,451	\$822,206	\$672,916	\$832,928	\$1,084,109	\$761,772	\$798,934	\$1,607,829
FY2016 Revenues	\$520,273	\$783,254	\$1,577,585	\$1,745,554								
FY2016 Expenses	\$592,109	\$640,105	\$492,501	\$978,544								

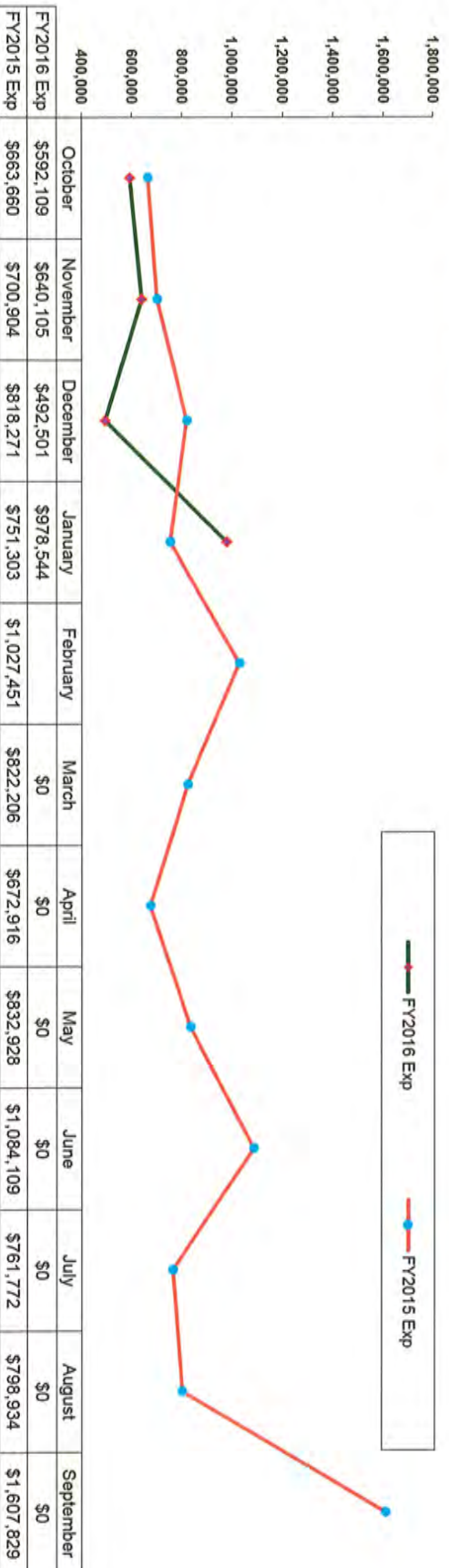


GENERAL FUND REVENUE & EXPENDITURES AS OF JAN. 31, 2016

FY 2015 & 2016 Revenues



FY 2015 & 2016 Expenditures

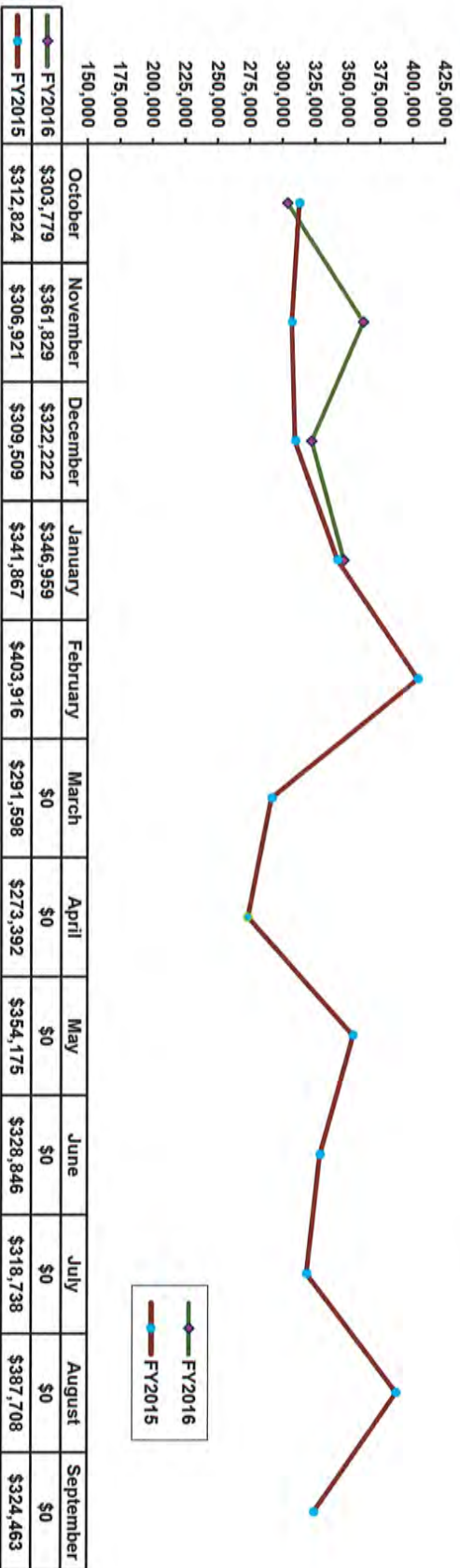


NEW in FY16 expense reflects a credit amount in each fund for the allocated overhead for Admin. support from WWW, BP&L and Convention Center



GENERAL FUND REVENUE AS OF JAN. 31, 2016

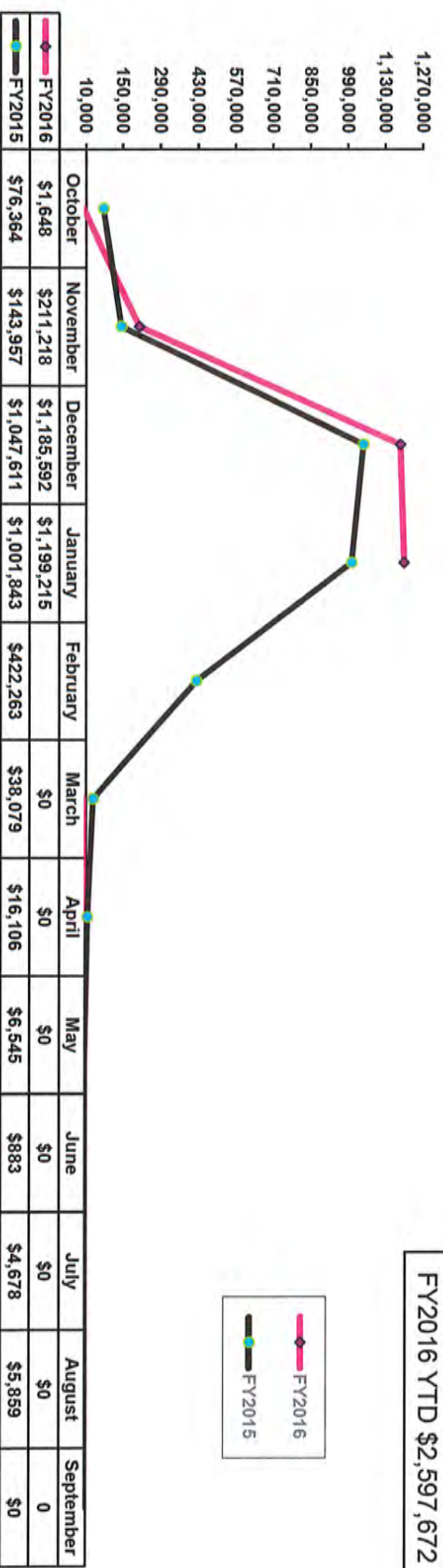
Sales Tax



FY2016 Budgeted \$3,996,190

FY2016 YTD \$1,334,789

Ad Valorem Taxes

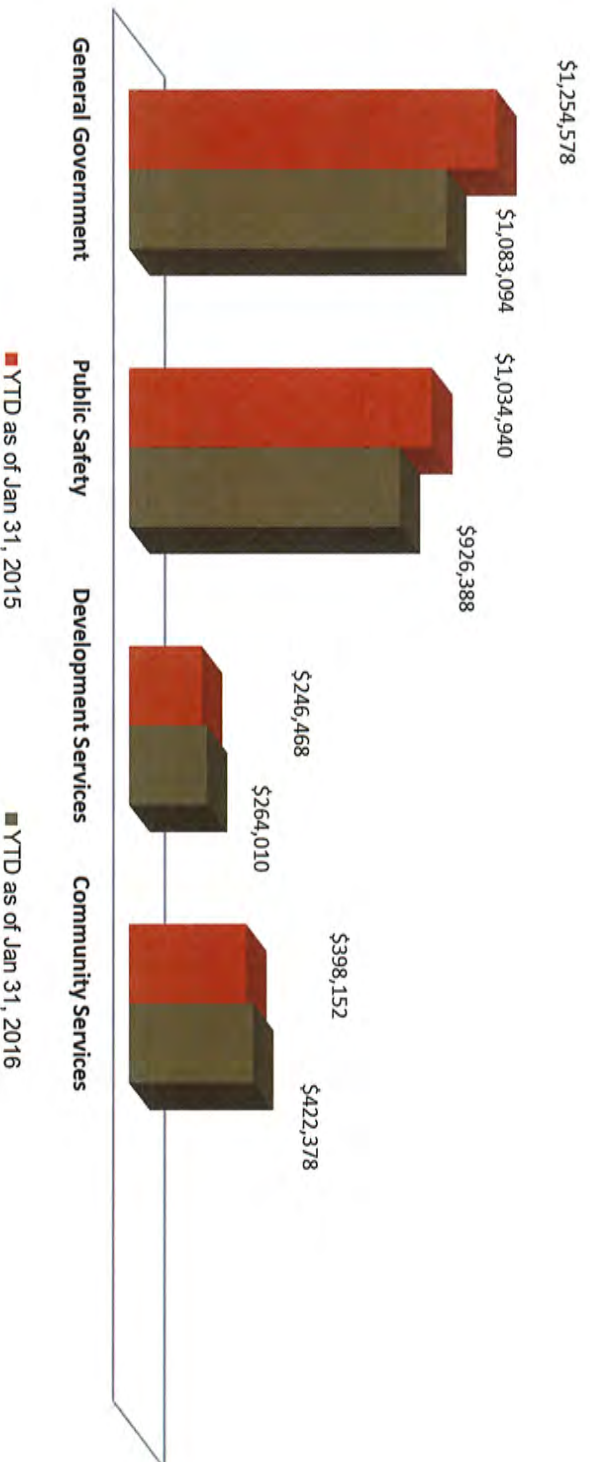


FY2016 Budget \$2,956,945

FY2016 YTD \$2,597,672

GENERAL FUND EXPENDITURES AS OF JAN. 31, 2016

General Fund Expenditures Comparison

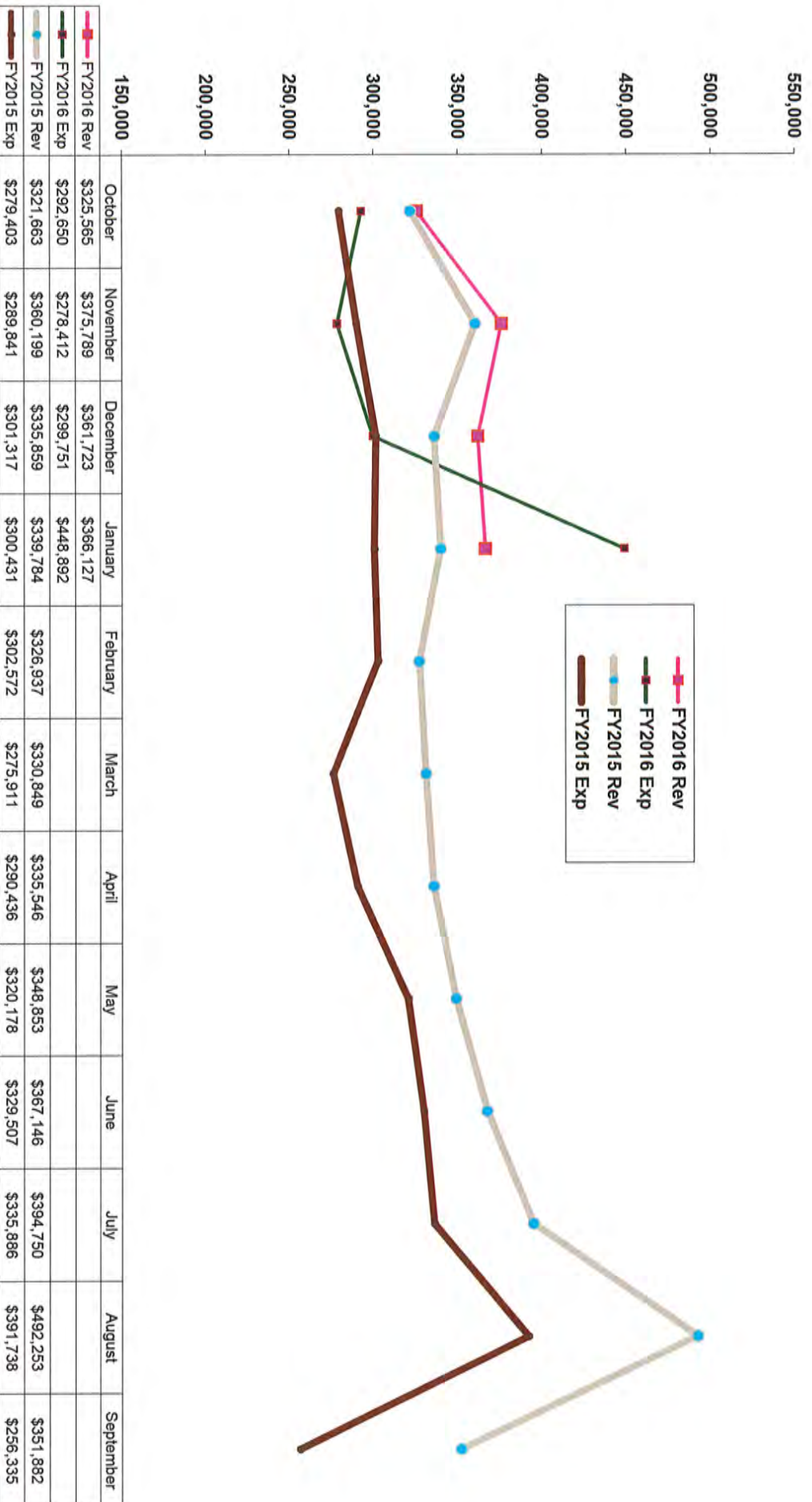


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development Services includes the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



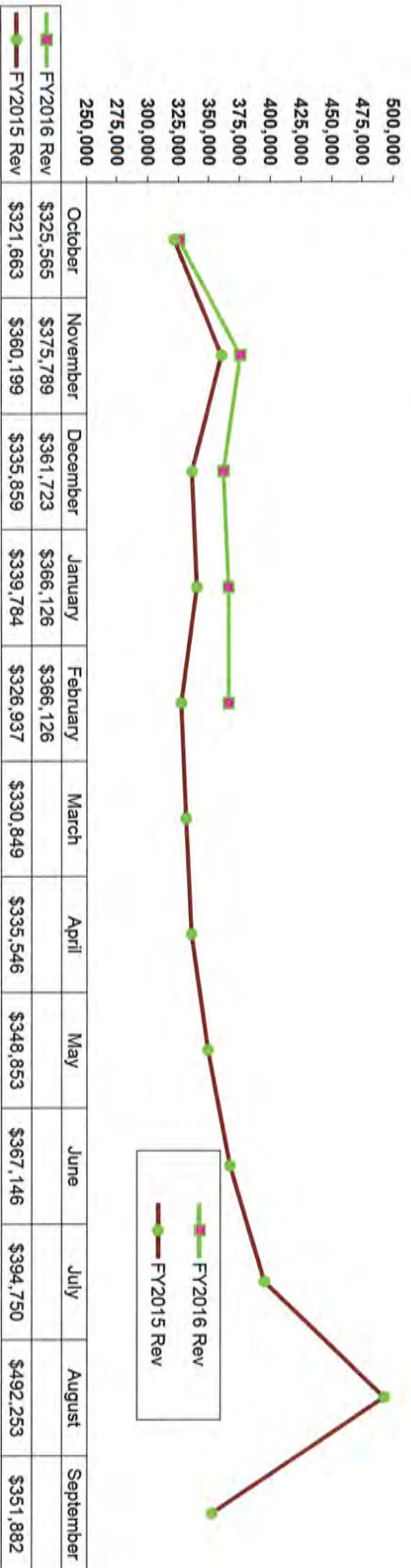
WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF JAN. 31, 2016

- ☐ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of Jan. 31, 2016 are \$1,321,919 or 30.63% of the year.
- ☐ Jan 2016 expenses are higher due to additional maintenance and capital outlay for additional equipment of \$93,400

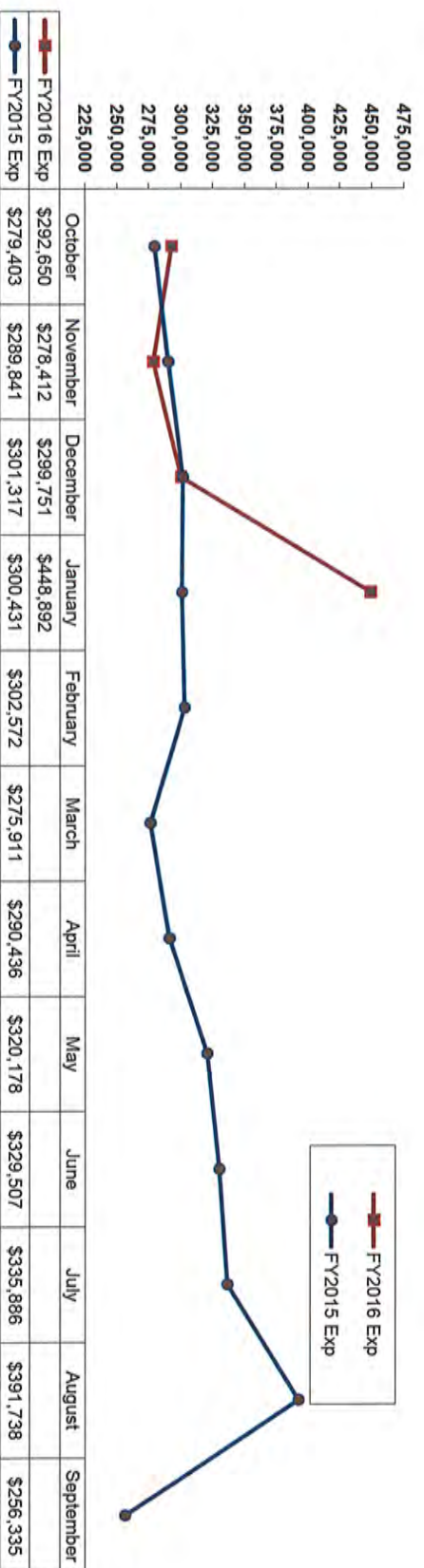


WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF JAN. 31, 2016

FY 2015 & 2016 Revenues

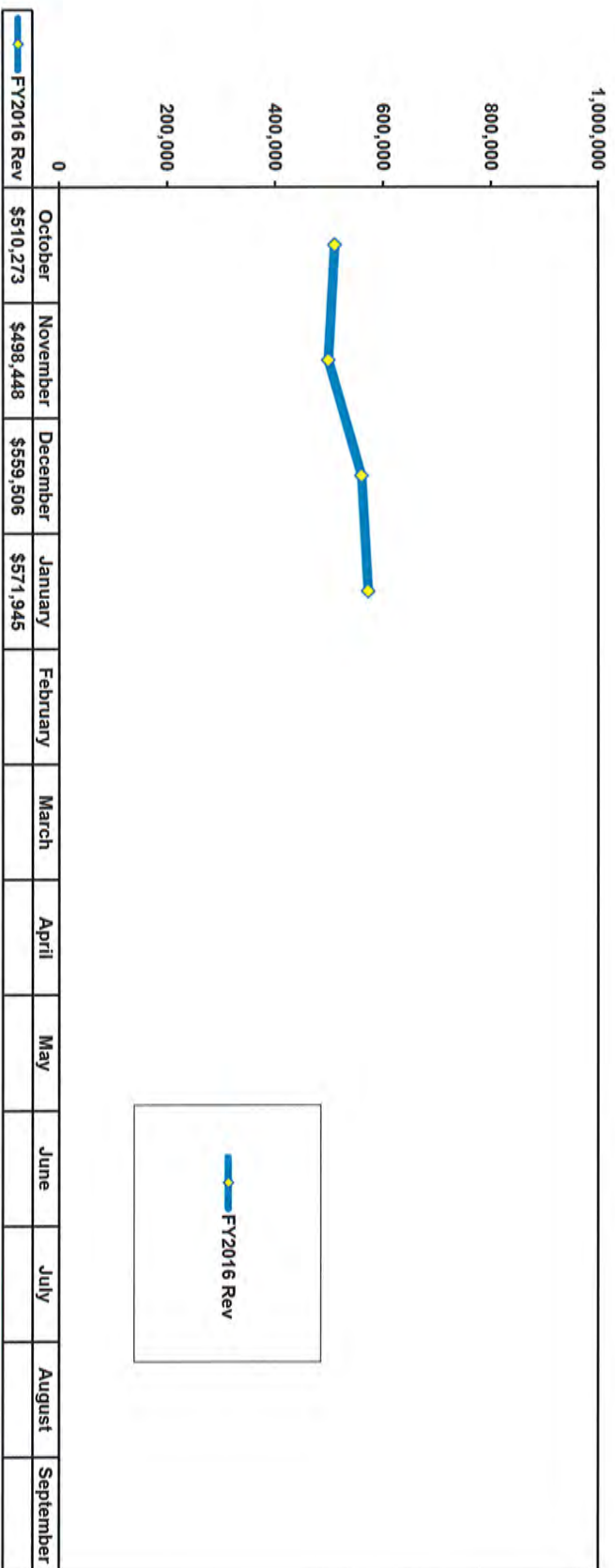


FY 2015& 2016 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE AS OF JAN 31, 2016

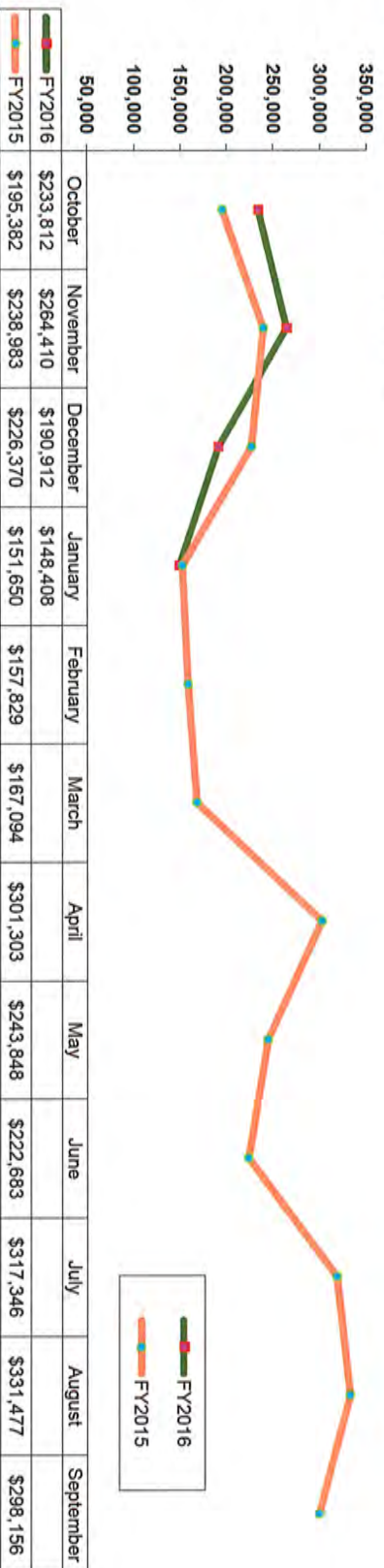
☐ Electric Fund Revenues Year-to-date (YTD) as of Jan. 31, 2016 are \$2,140,171 or 28.43% of the FY2016 adopted budget.



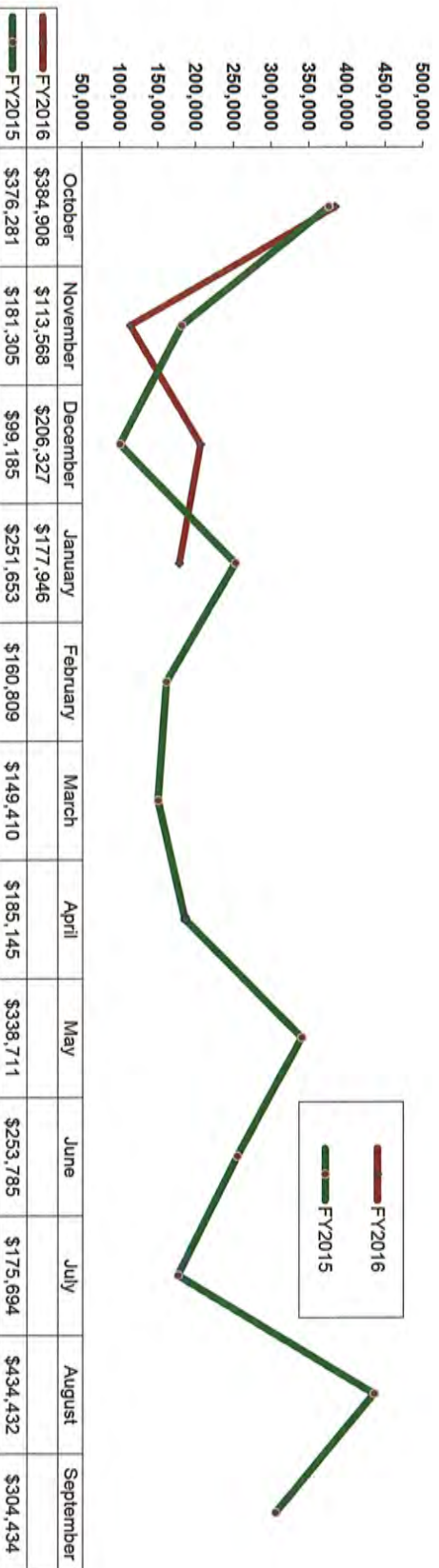
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES AS OF JAN 31, 2016

- 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



FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2016

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 MCO	2,269,775.19	2,956,945.00	1,199,214.65	2,597,672.25	359,272.75	87.85
00-00-4002 DELINQUENT TAXES MCO	11,535.02	35,750.00	1,623.24	11,045.10	24,704.90	30.90
00-00-4003 PENALTIES & INTEREST MCO	8,179.90	26,000.00	1,162.36	5,923.10	20,076.90	22.78
00-00-4004 FRANCHISE TAX	59,151.32	410,000.00	34,308.50	57,484.25	352,515.75	14.02
00-00-4006 CITY SALES TAX	1,271,120.60	3,996,190.00	346,959.27	1,334,789.38	2,661,400.62	33.40
00-00-4008 OCCUPATION TAX	1,390.00	8,000.00	1,182.67	2,687.67	5,312.33	33.60
00-00-4009 MIXED BEVERAGE TAX	11,003.28	48,000.00	12,306.82	12,306.82	35,693.18	25.64
00-00-4010 380 AGREEMENT PROP REFUND	(6,547.14)	(45,000.00)	0.00	0.00	(45,000.00)	0.00
TOTAL TAXES & PENALTIES	3,625,608.17	7,435,885.00	1,596,757.51	4,021,908.57	3,413,976.43	54.09
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	40,687.82	120,000.00	8,290.90	25,613.00	94,387.00	21.34
00-00-4021 ZONING FEES	300.00	3,500.00	600.00	1,200.00	2,300.00	34.29
00-00-4022 PLATTING FEES	3,020.00	40,000.00	750.00	41,657.50	(1,657.50)	104.14
00-00-4023 SPECIAL EVENT PERMIT FEE	300.00	2,000.00	(450.00)	(250.00)	2,250.00	12.50
TOTAL LICENSES & PERMITS	44,307.82	165,500.00	9,190.90	68,220.50	97,279.50	41.22
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	130.00	200.00	5.00	25.00	175.00	12.50
00-00-4043 PARKS RECEIPTS	105.00	2,000.00	70.00	70.00	1,930.00	3.50
00-00-4044 PD ACCIDENT REPORTS	732.00	1,800.00	348.00	592.00	1,208.00	32.89
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	30,000.00	0.00	0.00	30,000.00	0.00
00-00-4049 TRANSFER STATION RECEIPTS	1,425.00	5,000.00	440.00	3,127.00	1,873.00	62.54
00-00-4051 SANITATION REVENUE	0.00	475,000.00	40,053.41	160,150.68	314,849.32	33.72
00-00-4052 SANITATION PENALTIES	0.00	7,500.00	502.75	2,324.54	5,175.46	30.99
TOTAL CHARGES FOR SERVICES	2,392.00	521,500.00	41,419.16	166,289.22	355,210.78	31.89
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	57,893.45	195,000.00	22,243.07	86,500.23	108,499.77	44.36
00-00-4076 LIBRARY RECEIPTS	4,876.49	16,000.00	1,630.00	5,304.00	10,696.00	33.15
00-00-4078 JUVENILE CASE MANAGER-M/C	2,347.72	7,500.00	1,037.05	3,188.67	4,311.33	42.52
00-00-4080 TEEN COURT (MC)	228.28	1,000.00	140.00	563.19	436.81	56.32
TOTAL FINES & FORFEITURES	65,345.94	219,500.00	25,050.12	95,556.09	123,943.91	43.53
OTHER REVENUE						
TOTAL						

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 2016

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	1,679.15	4,000.00	2,218.19	4,368.00	(368.00)	109.20
TOTAL INTEREST INCOME	1,679.15	4,000.00	2,218.19	4,368.00	(368.00)	109.20
INTERGOVERNMENTAL						
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	16,201.38	30,000.00	0.00	7,652.26	22,347.74	25.51
00-00-4419 PROPERTY LIEN PAYMENTS	1,736.30	0.00	0.00	0.00	0.00	0.00
00-00-4490 ELECTRIC IN-KIND	172,093.32	449,405.00	0.00	0.00	449,405.00	0.00
00-00-4491 WATER/WASTEWATER IN-KIND	177,006.64	488,385.00	0.00	0.00	488,385.00	0.00
00-00-4493 BEDC IN-KIND	66,359.96	189,000.00	7,974.42	27,233.67	161,766.33	14.41
00-00-4495 CONVENTION CENTER IN-KIND	59,040.00	166,372.00	0.00	0.00	166,372.00	0.00
TOTAL INTERGOVERNMENTAL	492,132.03	1,323,162.00	7,974.42	34,885.93	1,288,276.07	2.64
MISCELLANEOUS						
00-00-4509 GENERAL DONATIONS	718.00	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	6,043.92	25,000.00	3,666.82	35,658.22	(10,658.22)	142.63
00-00-4537 INSURANCE PROCEEDS	2,013.72	341.00	0.00	341.00	0.00	100.00
00-00-4543 DEVELOPER REIMBURSEMENT	0.00	0.00	12,797.64	12,797.64	(12,797.64)	0.00
TOTAL MISCELLANEOUS	9,321.64	26,541.00	16,464.46	49,521.86	(22,980.86)	186.59
TRANSFERS-IN						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	204,500.00	557,750.00	46,479.17	185,916.68	371,833.32	33.33
TOTAL TRANSFERS-IN	204,500.00	557,750.00	46,479.17	185,916.68	371,833.32	33.33
** TOTAL REVENUE **						
	4,445,286.75	10,253,838.00	1,745,553.93	4,626,666.85	5,627,171.15	45.12

101-GENERAL FUND

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

NON-DEPARTMENT

00-MON-PROGRAM

TOTAL

LEGISLATIVE

00-NON-PROGRAM

PERSONNEL SERVICES
SUPPLIES & MATERIALS

OCCUPANCY

CONTRACTUAL SE

OTHER CHARGES

TOTAL 00-NO

TOTAL LEGISLATIVE

ORGANIZATIONAL

00-NON-PROGRAM

PERSONNEL SERVICES
SUPPLIES & MATERIALS

MAINTENANCE & REPAIR

CONTRACTUAL SERVICES

OTHER CHARGES

CONTINGENCY

CAPITAL OUTLAY

TOTAL 00-NC

TOTAL ORGANIZATIONAL

CITY MANAGER

00-NON-PROGRAM

PERSONNEL SERVICES
SUPPLIES & MATERIALS

OCCUPANCY

CONTRACTUAL SE

OTHER CHARGES

TOTAL 00-NC

TOTAL CITY MANAGER

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 2016

101-GENERAL FUND

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

CITY SECRETARY

00-NON-PROGRAM						
PERSONNEL SERVICES	22,941.29	92,853.00	7,318.15	27,598.49	65,254.51	29.72
SUPPLIES & MATERIALS	624.30	5,975.00	(309.44)	112.27	5,862.73	1.89
OCCUPANCY	749.53	2,190.00	213.44	899.29	1,290.71	41.06
CONTRACTUAL SERVICES	1,715.00	5,600.00	0.00	0.00	5,600.00	0.00
OTHER CHARGES	7,789.61	40,190.00	(5,122.22)	(19,658.37)	59,848.37	48.91-
TOTAL 00-NON-PROGRAM	33,819.73	146,808.00	2,099.93	8,951.68	137,856.32	6.10
TOTAL CITY SECRETARY	33,819.73	146,808.00	2,099.93	8,951.68	137,856.32	6.10

FINANCE

00-NON-PROGRAM						
PERSONNEL SERVICES	100,347.97	349,248.00	30,410.87	105,658.05	243,589.95	30.25
SUPPLIES & MATERIALS	2,564.65	8,530.00	449.53	2,335.89	6,194.11	27.38
MAINTENANCE & REPAIRS	17,618.46	33,000.00	10,779.36	12,159.42	20,840.58	36.85
OCCUPANCY	2,280.63	7,550.00	594.50	2,340.66	5,209.34	31.00
CONTRACTUAL SERVICES	20,071.96	57,650.00	20,000.00	24,673.49	32,976.51	42.80
OTHER CHARGES	4,228.11	10,140.00	(12,887.41)	(50,533.64)	60,673.64	498.36-
TOTAL 00-NON-PROGRAM	147,111.78	466,118.00	49,346.85	96,633.87	369,484.13	20.73

METER SERVICE						
PERSONNEL SERVICES	111,323.39	261,587.00	20,914.55	81,214.33	180,372.67	31.05
SUPPLIES & MATERIALS	9,464.08	31,190.00	1,938.33	6,526.18	24,663.82	20.92
MAINTENANCE & REPAIRS	3,662.02	5,500.00	0.00	4,465.79	1,034.21	81.20
OCCUPANCY	2,652.53	9,620.00	583.82	2,683.79	6,936.21	27.90
CONTRACTUAL SERVICES	3,475.36	466,050.00	35,824.14	106,642.68	359,407.32	22.88
OTHER CHARGES	972.47	5,780.00	(15,767.11)	(63,678.00)	69,458.00	1,101.70-
TOTAL METER SERVICE	131,549.85	779,727.00	43,493.73	137,854.77	641,872.23	17.68
TOTAL FINANCE	278,661.63	1,245,845.00	92,840.58	234,488.64	1,011,356.36	18.82

HUMAN RESOURCE

00-NON-PROGRAM						
PERSONNEL SERVICES	30,963.90	126,021.00	8,320.53	32,091.79	93,929.21	25.47
SUPPLIES & MATERIALS	136.04	6,875.00	29.17	340.84	6,534.16	4.96
OCCUPANCY	1,089.73	3,445.00	363.63	1,126.99	2,318.01	32.71
CONTRACTUAL SERVICES	7.00	325.00	3.00	4.00	321.00	1.23
OTHER CHARGES	7,060.42	19,035.00	(24,355.32)	(95,930.64)	114,965.64	503.97-
TOTAL 00-NON-PROGRAM	39,257.09	155,701.00	(15,638.99)	(62,367.02)	218,068.02	40.06-
TOTAL HUMAN RESOURCE	39,257.09	155,701.00	(15,638.99)	(62,367.02)	218,068.02	40.06-

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL SERVICES	33,687.16	173,365.00	14,095.10	53,269.39	120,095.61	30.73
SUPPLIES & MATERIALS	3,504.30	15,050.00	2,204.03	6,973.47	8,076.53	46.34
MAINTENANCE & REPAIRS	41,906.21	129,100.00	2,174.39	34,262.81	94,837.19	26.54
OCCUPANCY	2,350.85	11,128.00	873.67	2,959.57	8,168.43	26.60
CONTRACTUAL SERVICES	435.00	15,471.00	500.00	1,000.00	14,471.00	6.46
OTHER CHARGES	4,361.76	7,000.00	(5,508.68)	(21,409.72)	28,409.72	305.85-
CAPITAL OUTLAY	0.00	25,000.00	0.00	0.00	25,000.00	0.00
TOTAL 00-NON-PROGRAM	86,245.28	376,114.00	14,338.51	77,055.52	299,058.48	20.49
TOTAL INFORMATION TECHNOLOGY	86,245.28	376,114.00	14,338.51	77,055.52	299,058.48	20.49
POLICE						
ADMINISTRATION						
PERSONNEL SERVICES	134,592.47	468,325.00	43,593.95	146,522.09	321,802.91	31.29
SUPPLIES & MATERIALS	8,491.05	28,145.00	2,621.85	10,038.87	18,106.13	35.67
MAINTENANCE & REPAIRS	1,145.68	34,910.00	9,077.40	12,628.86	22,281.14	36.18
OCCUPANCY	23,733.73	56,380.00	3,252.79	13,547.00	42,833.00	24.03
CONTRACTUAL SERVICES	48,700.11	197,345.00	243.55	1,107.43	196,237.57	0.56
OTHER CHARGES	6,479.14	32,655.00	2,433.59	11,067.49	21,587.51	33.89
CAPITAL OUTLAY	34,405.00	375.00	0.00	0.00	375.00	0.00
TOTAL ADMINISTRATION	257,547.18	818,135.00	61,223.13	194,911.74	623,223.26	23.82
CODE ENFORCEMENT						
PERSONNEL SERVICES	16,684.67	56,996.00	4,660.29	17,263.75	39,732.25	30.29
SUPPLIES & MATERIALS	394.73	5,200.00	164.56	394.16	4,805.84	7.58
MAINTENANCE & REPAIRS	92.07	1,950.00	0.00	38.99	1,911.01	2.00
CONTRACTUAL SERVICES	3,640.00	12,875.00	0.00	130.00	12,745.00	1.01
OTHER CHARGES	3,193.72	21,945.00	0.00	2.07	21,942.93	0.01
TOTAL CODE ENFORCEMENT	24,005.19	98,966.00	4,824.85	17,828.97	81,137.03	18.02
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	0.00	2,160.00	0.00	14.49	2,145.51	0.67
MAINTENANCE & REPAIRS	0.00	1,640.00	0.00	0.00	1,640.00	0.00
OTHER CHARGES	0.00	2,000.00	38.78	602.78	1,397.22	30.14
TOTAL EMERGENCY MANAGEMENT	0.00	5,800.00	38.78	617.27	5,182.73	10.64
POLICE-CID						
PERSONNEL SERVICES	38,628.96	247,540.00	18,977.23	73,711.63	173,828.37	29.78
SUPPLIES & MATERIALS	882.99	4,400.00	140.31	527.35	3,872.65	11.99
MAINTENANCE & REPAIRS	117.04	3,360.00	0.00	48.49	3,310.51	1.47
CONTRACTUAL SERVICES	327.38	3,600.00	0.00	0.00	3,600.00	0.00
OTHER CHARGES	295.00	4,750.00	0.00	993.25	3,756.75	20.91
TOTAL POLICE-CID	40,251.37	263,650.00	19,117.54	75,281.72	188,368.28	28.55

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
POLICE-PATROL						
PERSONNEL SERVICES	385,757.39	1,386,860.00	121,742.61	426,149.71	960,710.29	30.73
SUPPLIES & MATERIALS	20,970.46	183,025.00	35,493.16	52,030.43	130,994.57	28.43
MAINTENANCE & REPAIRS	3,343.06	21,241.00	1,615.62	5,376.07	15,864.93	25.31
CONTRACTUAL SERVICES	4,495.64	12,870.00	0.00	1,459.45	11,410.55	11.34
OTHER CHARGES	2,871.01	12,800.00	180.00	1,048.15	11,751.85	8.19
CAPITAL OUTLAY	91,516.89	94,500.00	0.00	0.00	94,500.00	0.00
TOTAL POLICE-PATROL	508,954.45	1,711,296.00	159,031.39	486,063.81	1,225,232.19	28.40
POLICE-CRIME PREVENTION						
PERSONNEL SERVICES	26,736.30	0.00	140.09	140.09	140.09	0.00
SUPPLIES & MATERIALS	111.78	2,650.00	0.00	445.01	2,204.99	16.79
MAINTENANCE & REPAIRS	130.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	532.00	900.00	0.00	0.00	900.00	0.00
OTHER CHARGES	0.00	1,150.00	0.00	295.00	855.00	25.65
TOTAL POLICE-CRIME PREVENTION	27,510.08	4,700.00	140.09	880.10	3,819.90	18.73
ANIMAL SERVICES						
SUPPLIES & MATERIALS	153.69	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	439.93	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	340.59	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	3,434.55	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	4,368.76	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	862,637.03	2,902,547.00	244,375.78	775,583.61	2,126,963.39	26.72
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL SERVICES	3,163.42	109,291.00	5,618.35	6,954.62	102,336.38	6.36
SUPPLIES & MATERIALS	3,603.27	63,060.00	598.21	5,333.52	57,726.48	8.46
MAINTENANCE & REPAIRS	14,810.94	96,750.00	253.66	11,009.89	85,740.11	11.38
OCCUPANCY	9,686.82	46,650.00	1,885.92	8,043.57	38,606.43	17.24
CONTRACTUAL SERVICES	14,971.05	25,500.00	1,902.17	21,971.12	3,528.88	86.16
OTHER CHARGES	5,277.51	22,325.00	104.15	5,410.68	16,914.32	24.24
CAPITAL OUTLAY	0.00	119,300.00	0.00	0.00	119,300.00	0.00
TOTAL 00-NON-PROGRAM	51,513.01	482,876.00	10,372.46	58,723.40	424,152.60	12.16
TOTAL FIRE-VOLUNTEER	51,513.01	482,876.00	10,372.46	58,723.40	424,152.60	12.16
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL SERVICES	93,243.03	227,530.00	18,403.22	69,583.82	157,946.18	30.58
SUPPLIES & MATERIALS	3,122.96	11,250.00	437.93	3,278.44	7,970.56	29.15
MAINTENANCE & REPAIRS	7,938.40	9,300.00	0.00	7,656.52	1,643.48	82.33
OCCUPANCY	3,318.79	10,310.00	717.64	3,015.88	7,294.12	29.25
CONTRACTUAL SERVICES	9,042.93	35,750.00	1,884.16	6,246.57	29,503.43	17.47
OTHER CHARGES	4,124.27	7,300.00	245.10	2,299.18	5,000.82	31.50
TOTAL 00-NON-PROGRAM	120,790.38	301,440.00	21,688.05	92,081.41	209,358.59	30.55

101-GENERAL FUND

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

TOTAL MUNICIPAL COURT	120,790.38	301,440.00	21,688.05	92,081.41	209,358.59	30.55
-----------------------	------------	------------	-----------	-----------	------------	-------

PLANNING & DEVELOPMENT

00-NON-PROGRAM

PERSONNEL SERVICES	145,227.67	497,825.00	39,293.36	151,372.48	346,452.52	30.41
SUPPLIES & MATERIALS	3,984.81	14,550.00	467.62	1,906.42	12,643.58	13.10
MAINTENANCE & REPAIRS	19.95	2,000.00	129.77	1,757.15	242.85	87.86
OCCUPANCY	3,327.46	12,700.00	835.98	3,519.22	9,180.78	27.71
CONTRACTUAL SERVICES	65,573.50	192,600.00	67,365.02	92,898.82	99,701.18	48.23
OTHER CHARGES	28,334.28	63,800.00	20,096.49	12,555.80	51,244.20	19.68
TOTAL 00-NON-PROGRAM	246,467.67	783,475.00	128,188.24	264,009.89	519,465.11	33.70
TOTAL PLANNING & DEVELOPMENT	246,467.67	783,475.00	128,188.24	264,009.89	519,465.11	33.70

HEALTH

00-NON-PROGRAM

TOTAL						
-------	--	--	--	--	--	--

PUBLIC WORKS

ADMINISTRATION

PERSONNEL SERVICES	203,848.73	695,310.00	54,649.20	194,614.60	500,695.40	27.99
SUPPLIES & MATERIALS	22,740.42	88,700.00	8,060.48	20,536.38	68,163.62	23.15
MAINTENANCE & REPAIRS	13,913.31	68,000.00	24,063.82	62,713.55	5,286.45	92.23
OCCUPANCY	3,319.65	14,010.00	1,055.57	4,161.77	9,848.23	29.71
CONTRACTUAL SERVICES	8,163.87	35,925.00	6,814.27	16,996.53	18,928.47	47.31
OTHER CHARGES	24,305.93	14,400.00	1,458.54	3,595.96	10,804.04	24.97
CAPITAL OUTLAY	0.00	989,000.00	6,351.88	6,351.88	982,648.12	0.64
TOTAL ADMINISTRATION	276,291.91	1,905,345.00	102,453.76	308,970.67	1,596,374.33	16.22

RECREATION

CONTRACTUAL SERVICES	549.00	42,500.00	0.00	0.00	42,500.00	0.00
TOTAL RECREATION	549.00	42,500.00	0.00	0.00	42,500.00	0.00

PARKS

PERSONNEL SERVICES	143,862.41	581,460.00	35,998.73	150,153.93	431,306.07	25.82
SUPPLIES & MATERIALS	9,578.33	44,200.00	1,842.61	7,326.69	36,873.31	16.58
MAINTENANCE & REPAIRS	16,530.81	74,950.00	1,858.60	25,357.87	49,592.13	33.83
OCCUPANCY	16,904.42	51,740.00	3,950.28	20,001.17	31,738.83	38.66
CONTRACTUAL SERVICES	2,862.19	21,380.00	1,637.69	5,628.21	15,751.79	26.32
OTHER CHARGES	3,271.08	10,250.00	475.00	2,607.97	7,642.03	25.44
CAPITAL OUTLAY	(104.00)	142,000.00	0.00	0.00	142,000.00	0.00
TOTAL PARKS	192,905.24	925,880.00	45,762.91	211,075.84	714,904.16	22.79

101-GENERAL FUND

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

BUILDING MAINTENANCE	43,555.77	176,265.00	11,309.70	43,061.64	133,203.36	24.43
PERSONNEL SERVICES	4,059.34	9,900.00	802.21	3,789.32	6,110.68	38.28
SUPPLIES & MATERIALS	136.98	2,800.00	247.50	418.96	2,381.04	14.96
MAINTENANCE & REPAIRS	119.90	1,800.00	28.11	129.67	1,670.33	7.20
OCCUPANCY	384.36	1,660.00	84.70	450.83	1,239.17	26.68
CONTRACTUAL SERVICES	175.70	300.00	6,061.32	27,966.75	28,266.75	9,322.25-
OTHER CHARGES	0.00	30,000.00	0.00	0.00	30,000.00	0.00
CAPITAL OUTLAY	48,432.05	222,755.00	6,410.90	19,883.67	202,871.33	8.93
TOTAL BUILDING MAINTENANCE	518,178.20	3,096,580.00	154,627.57	539,930.18	2,556,649.82	17.44
TOTAL PUBLIC WORKS						

LIBRARY

00-NON-PROGRAM	154,835.51	533,514.00	42,705.22	161,724.83	371,789.17	30.31
PERSONNEL SERVICES	19,394.15	58,229.00	2,894.83	20,860.58	37,368.42	35.83
SUPPLIES & MATERIALS	7,017.15	15,475.00	1,378.37	3,940.64	11,534.36	25.46
MAINTENANCE & REPAIRS	12,660.00	42,224.00	2,114.58	11,225.79	30,998.21	26.59
OCCUPANCY	8,540.40	23,765.00	956.00	8,556.20	15,208.80	36.00
CONTRACTUAL SERVICES	2,250.49	11,921.00	3,062.67	4,994.18	6,926.82	41.89
OTHER CHARGES	204,697.70	685,128.00	53,111.67	211,302.22	473,825.78	30.84
TOTAL 00-NON-PROGRAM	204,697.70	685,128.00	53,111.67	211,302.22	473,825.78	30.84
TOTAL LIBRARY	204,697.70	685,128.00	53,111.67	211,302.22	473,825.78	30.84

BEOC ADMINISTRATION

00-NON-PROGRAM	0.00	0.00	843.38	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	843.38	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	0.00	0.00	843.38	0.00	0.00	0.00
TOTAL BEOC ADMINISTRATION	0.00	0.00	843.38	0.00	0.00	0.00

*** TOTAL EXPENSES ***

2,934,138.27	11,967,667.56	978,544.14	2,695,869.92	9,271,797.64	22.53
--------------	---------------	------------	--------------	--------------	-------

REVENUES OVER/ (UNDER) EXPENDITURES

1,511,148.48	(1,713,829.56)	767,009.79	1,930,796.93	(3,644,626.49)	112.66-
--------------	----------------	------------	--------------	----------------	---------

*** 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
----------	----------------	-------------------	-----------------	-----------------	-------------------	----------------

CHARGES FOR SERVICES

TOTAL

WATER REVENUES

00-00-4101 WATER SALES-RESIDENTIAL	411,982.26	1,362,500.00	103,024.95	422,714.57	939,785.43	31.02
00-00-4102 WATER SALES-COMMERCIAL	410,562.73	1,100,900.00	102,599.38	401,232.39	699,667.61	36.45
00-00-4150 PENALTIES	10,401.18	32,700.00	1,884.18	11,235.21	21,464.79	34.36
00-00-4152 WATER TAPPING FEES	0.00	5,000.00	300.00	1,600.00	3,400.00	32.00
00-00-4154 WATER SERVICE FEES	6,865.00	22,000.00	1,285.00	5,075.00	16,925.00	23.07
00-00-4156 OTHER	0.00	0.00	0.00	400.00	400.00	0.00
TOTAL WATER REVENUES	839,811.17	2,523,100.00	209,093.51	842,257.17	1,680,842.83	33.38

WASTEWATER REVENUES

00-00-4201 WASTEWATER SALES-RESIDENTIAL	296,430.46	904,700.00	78,705.46	293,649.83	611,050.17	32.46
00-00-4202 WASTEWATER SALES-COMMERCIAL	230,723.06	686,700.00	64,490.96	241,730.67	444,969.33	35.20
00-00-4250 PENALTIES	7,241.14	23,980.00	1,428.72	7,026.19	16,953.81	29.30
00-00-4252 SEWER TAPPING FEES	0.00	2,000.00	0.00	300.00	1,700.00	15.00
00-00-4256 OTHER	0.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL WASTEWATER REVENUES	534,394.66	1,622,380.00	144,625.14	542,706.69	1,079,673.31	33.45

OTHER REVENUE

TOTAL

INTEREST INCOME

00-00-4400 INTEREST RECEIPTS	1,206.82	3,000.00	1,455.48	3,260.01	260.01	108.67
TOTAL INTEREST INCOME	1,206.82	3,000.00	1,455.48	3,260.01	260.01	108.67

INTERGOVERNMENTAL

TOTAL

MISCELLANEOUS

00-00-4519 BACKFLOW TESTING COST	1,500.00	3,000.00	0.00	0.00	3,000.00	0.00
00-00-4547 BY THE WAY CAMPGROUND	9,755.34	22,000.00	0.00	0.00	22,000.00	0.00
00-00-4548 LCRA/WCID	25,499.65	85,000.00	10,951.91	40,537.79	44,462.21	47.69
TOTAL MISCELLANEOUS	36,754.99	110,000.00	10,951.91	40,537.79	69,462.21	36.85

TRANSFERS-IN

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

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 2016

202-WATER/MASTERWATER 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 **	1,412,167.64	4,258,480.00	649,836.02	1,712,913.49	2,545,566.51	40.22

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 2016

202-WATER/WASTEWATER FUND

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

NON-DEPARTMENT

00-NON-PROGRAM

TOTAL

TOTAL

WATER/WASTEWATER DEPT.

ADMINISTRATION

PERSONNEL SERVICES

SUPPLIES & MATERIALS

MAINTENANCE & REPAIRS

OCCUPANCY

CONTRACTUAL SERVICES

OTHER CHARGES

CONTINGENCY

DEBT SERVICE

TRANSFERS OUT

TOTAL ADMINISTRATION

M/WW DISTRIBUT/COLLECT

SUPPLIES & MATERIALS

MAINTENANCE & REPAIRS

CONTRACTUAL SERVICES

OTHER CHARGES

TOTAL M/WW DISTRIBUT/COLLECT

WATER PRODUCTION/TREAT

SUPPLIES & MATERIALS

MAINTENANCE & REPAIRS

OCCUPANCY

CONTRACTUAL SERVICES

TOTAL WATER PRODUCTION/TREAT

WW TREATMENT PLANT

SUPPLIES & MATERIALS

MAINTENANCE & REPAIRS

OCCUPANCY

CONTRACTUAL SERVICES

CAPITAL OUTLAY

TOTAL WW TREATMENT PLANT

TOTAL WATER/WASTEWATER DEPT.

*** TOTAL EXPENSES ***

210,543.89	890,111.00	62,958.27	256,109.40	634,001.60	28.77
9,645.21	47,210.00	1,229.39	8,845.97	38,364.03	18.74
3,489.98	19,430.00	91.32	4,171.53	15,258.47	21.47
6,842.31	23,470.00	1,664.36	6,717.59	16,752.41	28.62
217,574.20	709,560.00	63,022.00	215,174.39	494,385.61	30.33
30,120.70	46,000.00	1,086.27	5,115.30	40,884.70	11.12
0.00	10,000.00	0.00	0.00	10,000.00	0.00
418,604.31	1,460,311.00	163,996.21	486,769.84	973,541.16	33.33
57,333.36	0.00	0.00	0.00	0.00	0.00
954,153.96	3,206,092.00	294,047.82	982,904.02	2,223,187.98	30.66
402.83	11,000.00	236.01	2,920.71	8,079.29	26.55
4,717.65	79,200.00	1,737.52	23,030.74	56,169.26	29.08
691.35	9,840.00	254.15	403.30	9,436.70	4.10
0.00	1,500.00	0.00	497.50	1,002.50	33.17
5,811.83	101,540.00	2,227.68	26,852.25	74,687.75	26.44
11,641.21	31,000.00	1,953.52	9,085.45	21,914.55	29.31
8,811.64	134,900.00	14,535.08	28,625.26	106,274.74	21.22
47,726.00	116,000.00	6,325.24	33,708.88	82,291.12	29.06
36,483.94	130,350.00	7,249.60	38,875.32	91,474.68	29.82
104,662.79	412,250.00	30,063.44	110,294.91	301,955.09	26.75
8,216.40	29,800.00	1,720.99	6,785.25	23,014.75	22.77
22,101.25	245,100.00	10,110.23	20,500.78	224,599.22	8.36
48,066.35	150,000.00	13,821.75	58,209.87	91,790.13	38.81
27,979.00	77,000.00	3,500.00	22,972.11	54,027.89	29.83
0.00	93,692.00	93,400.00	93,400.00	292.00	99.69
106,363.00	595,592.00	122,552.97	201,868.01	393,723.99	33.89
1,170,991.58	4,315,474.00	448,891.91	1,321,919.19	2,993,554.81	30.63
1,170,991.58	4,315,474.00	448,891.91	1,321,919.19	2,993,554.81	30.63

202-WATER/MASTERWATER FUND

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

REVENUES OVER/ (UNDER) EXPENDITURES	241,176.06	(56,994.00)	200,944.11	390,994.30	(447,988.30)	686.03-
-------------------------------------	------------	--------------	------------	------------	---------------	---------

*** END OF REPORT ***

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 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
TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	811,594.24	2,800,000.00	147,841.47	836,231.24	1,963,768.76	29.87
TOTAL TAXES & PENALTIES	811,594.24	2,800,000.00	147,841.47	836,231.24	1,963,768.76	29.87
INTEREST INCOME						
00-00-4400 INTEREST EARNED	638.54	1,500.00	566.21	1,310.50	189.50	87.37
TOTAL INTEREST INCOME	638.54	1,500.00	566.21	1,310.50	189.50	87.37
INTERGOVERNMENTAL						
TOTAL						
MISCELLANEOUS						
00-00-4514 MISCELLANEOUS INCOME	152.81	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	152.81	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	812,385.59	2,801,500.00	148,407.68	837,541.74	1,963,958.26	29.90

501-HOTEL/MOTEL TAX FUND

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

NON-DEPARTMENT

00-NON-PROGRAM

TOTAL

TOTAL

HOTEL/MOTEL TAX FUND

00-NON-PROGRAM

CONTRACTUAL SERVICES

OTHER CHARGES

TRANSFERS OUT

TOTAL 00-NON-PROGRAM

TOTAL HOTEL/MOTEL TAX FUND

*** TOTAL EXPENSES ***

REVENUES OVER/ (UNDER) EXPENDITURES

*** END OF REPORT ***

512,901.02	1,109,893.00	64,378.26	428,477.75	681,415.25	38.61
0.00	45,000.00	0.00	0.00	45,000.00	0.00
395,523.32	1,455,813.00	113,567.75	454,271.00	1,001,542.00	31.20
908,424.34	2,610,706.00	177,946.01	882,748.75	1,727,957.25	33.81
908,424.34	2,610,706.00	177,946.01	882,748.75	1,727,957.25	33.81
908,424.34	2,610,706.00	177,946.01	882,748.75	1,727,957.25	33.81

908,424.34	2,610,706.00	177,946.01	882,748.75	1,727,957.25	33.81
(96,038.75)	190,794.00	(29,538.33)	(45,207.01)	236,001.01	23.69-

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 3, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BASTROP AND THE YMCA OF AUSTIN; FOR THE YMCA TO CONSTRUCT A RECREATION FACILITY JOINTLY WITH A SETON MEDICAL CENTER (ASCENSION HEALTH) IN THE CITY OF BASTROP, WITH A PORTION OF THE FUNDING FOR CONSTRUCTION OF THE FACILITY COMING FROM THE CITY OF BASTROP, PLUS THE \$1.6 HUD GRANT.

2. Party Making Request: Michael H. Talbot

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

As I am sure the City Council is aware from my update memorandum of March 1, 2016 regarding the "YMCA Project," the parameters of this project changed significantly during the week of February 22, 2016 when the City learned that the location of the facility was not going to be the site behind HEB, which the City had been told for many months was owned/controlled by Seton and would be used by the YMCA for the proposed joint YMCA/Seton Recreation Facility. As I advised the Council in my memorandum, the City was informed on Friday February 26th, by Seton, that the City may not know the actual location of the tract to be used for the Project until sometime in late June 2016, because as I understand it, Seton has not yet made a decision on acquiring a site. Representatives of the YMCA and Seton (Ascension Health) will be present to discuss this matter with the Council and answer questions. AS I am sure you understand, the significant changes we learned of last week posed an insurmountable set-back to getting a definitive agreement between the parties ready for the March 8, 2016 City Council Meeting. The City Attorney has worked diligently to prepare a skeletal draft agreement, which they have discussed with the attorney for the YMCA, and that draft is attached for the City Council's information. Yet, until the City determines whether it wishes to proceed with the Project, in light of the recently learned information about the lack of a definitive location for the project, I determined that we should hold up on further work on a contract at this time. If the Council approves the proposal from the YMCA and Seton, then the City Attorney will continue to work with the YMCA's lawyer and we will bring a more complete agreement back to the Council, as additional details are developed for the project. However, the March 8th deadline was not applicable inasmuch as a site has not been identified or obtained by Seton/YMCA, at this time.

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:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

**JOINT OPERATIONS AGREEMENT
BETWEEN THE CITY OF
BASTROP AND THE YMCA OF
BASTROP**

THIS OPERATIONS AGREEMENT (Operations Agreement) is made between the **CITY OF BASTROP**, a home rule municipal corporation of the State of Texas located within Bastrop County, Texas (City), acting through Michael H. Talbot, its duly authorized City Manager, and the Young Men's Christian Association d/b/a **YMCA of Austin**, a Texas nonprofit corporation (YMCA), acting through its officers as duly authorized by its Board of Directors (the "Parties").

RECITALS

WHEREAS, in order to provide its citizens a facility for recreation, meeting space, other traditional and progressive recreational and community service programs, and an emergency shelter for residents of Bastrop County, Texas, the City desires to participate in the construction of a joint use facility (Facility) with the YMCA, a non-profit organization whose goals and objectives align with the goals and objectives of the City's Parks and Recreation Department; and

WHEREAS, the Parties agree that construction of the Facility will be funded as follows, which is further set forth in detail in a to-be-developed and agreed to Agreement for Development and Construction of New Recreation Facility for Public Use: (1) the YMCA will contribute \$2.5 million; (2) the City will contribute \$1.8 million through a combination of mechanisms; (3) the City will contribute an additional \$1.6 million through assignment of a U.S. Department of Housing and Urban Development grant associated with the construction of an emergency shelter; and (4) the Bastrop Economic Development Corporation would contribute \$700,000; and

WHEREAS, the Parties agree that the City will own the facility at the conclusion of 240 months as further set forth and agreed to in the to-be-developed Agreement for Development and Construction of New Recreation Facility for Public Use; and

WHEREAS, the Facility is planned to be constructed on _____ property located at _____, near the intersection of _____, which property shall be owned by the YMCA and leased to the City under a long-term lease to be agreed to by the Parties; and

WHEREAS, the City has recognized the experience and expertise of the YMCA in conducting programs for families at its branches in Travis County and adjoining counties, including Bastrop County, and in providing recreational and character-building programs for adults and youth; and

WHEREAS, the residents of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA for YMCA members

and program participants at the joint use facility and, through reciprocal membership privileges, at other YMCA's in the area and nationally where Bastrop members work or travel; and

WHEREAS, it is the mutual desire of the City and the YMCA that the new Facility be constructed, occupied and managed by the YMCA for the offering and conducting of YMCA programs and other community based programming as contemplated by this Agreement and in accordance with its terms and conditions, based on programs of the YMCA offered at each of its facilities;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the City and the YMCA hereby agree as follows:

ARTICLE 1. AND DEFINITIONS

1.1 **City.** City means the City of Bastrop, a home rule municipality.

1.2 **Community Center.** The building commonly known as the City of Bastrop/YMCA Community Recreation Center that provides health and fitness programs for the surrounding community, that is a resource for the public to assemble and meet during normal operating hours, and that serves as an emergency shelter for Bastrop County. The YMCA, as manager of the facility (defined below) is entrusted by the City to provide access and equal opportunity to services and programs administered by the YMCA that are comparable to other YMCA facilities, that meet the needs of the community, and for which the YMCA may charge fees that are reasonable, consistent with other YMCA facilities in the Austin-area, provided that no County resident will be refused admittance or use of the facility on the basis that the resident does not have the financial means to pay the fees, and that are approved by the City which shall not unreasonably withhold this approval.

1.3 **Emergency Repair.** Emergency Repair means any repair or replacement of any portion of the Facility (as defined below that is the responsibility of the City), necessary to protect the public and the integrity of the building or its systems in a timely and reasonable manner. See also, Section 3.14 below.

1.4 **Facility.** Facility means the building to be constructed and operated as the City of Bastrop/YMCA Community Recreation Center. Facility includes all the footprint of the Facility, any exterior patios and sidewalks directly adjacent to the Facility, any improvements, amenities, and areas that were installed, constructed, or landscaped as part of the original construction completed in accordance with the Agreement for Development and Construction of New Recreation Facility for Public Use [We will need one of these separate agreements once deal terms are ironed out.]

1.5 **Uses Exhibit means Exhibit 2** attached to this Agreement and incorporated for all purposes. Revisions to the **Uses Exhibit** will not alter the terms of this Agreement (unless this Agreement is also revised by the parties) and to the extent that the Uses Exhibit is inconsistent with this Agreement, this Agreement controls.

1.6 **YMCA.** YMCA means the Young Men's Christian Association d/b/a YMCA of Austin, a Texas non-profit corporation.

ARTICLE 2. TERM OF JOINT USE AND DEVELOPMENT

21 **Term.** The term of this Agreement (Term) shall commence upon issuance of a Certificate of Occupancy regarding the Facility, and shall expire **240 months** from that date.

22 **Holdover.** Unless terminated earlier by either party pursuant to a right stated in this Agreement, this Agreement will expire without further notice when the

Term expires. Any holding over by YMCA after the Term expires will not constitute a renewal of the Agreement or give YMCA any rights under the Agreement in or to the Premises.

ARTICLE 3. USE OF PREMISES/OWNERSHIP OF PROPERTY

3.1 Premises. In consideration of the mutual terms and covenants of this Operations Agreement, YMCA has the right to occupy and jointly use with the City, (a) a [REDACTED] acre tract of land, more or less, as legally described in the survey, Exhibit "1," attached to this Operations Agreement (Land), and (b) any buildings and improvements on the Land or to be constructed on the Land. The Land and Facility are collectively referred to as the "Premises". This Agreement is subject to all existing easements for public roads, channels, highways, public utilities, railroads, pipelines and electrical transmission lines.

3.2 Permitted Use of Premises. YMCA may use the Premises only for the purpose of constructing and operating the Facility for use by the public. YMCA will offer, conduct, and operate non faith-based recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities and the Uses Exhibit attached as Exhibit 2 to this Agreement and Exhibit D of the to-be-developed Agreement For Development and Construction of New Recreation Facility for Public Use, and for no other purpose without the prior written consent of City. Not less than [REDACTED] net usable square feet of the Premises shall be dedicated to purposes commonly associated with a City recreation center which shall be available to the public for such activities and events consented to by the City, including the use as a meeting place for the Boys and Girls Club and other civic or charitable organizations. Scheduling will be coordinated through the YMCA to prevent conflict with regularly scheduled programs of the YMCA.

3.3 Illegal Use Not Permitted. YMCA may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Bastrop, or the City of Bastrop, or other lawful authority with jurisdiction over the Premises.

3.4 Condition of Premises. YMCA accepts the Premises described in Exhibit 1 in their present condition, finds them suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by City as to the condition of the Premises or their suitability for the purposes intended. YMCA further accepts the Premises described in Exhibit 1 subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said property, and releases City from any and all damages, claims for damages, loss or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in these easements.

3.5 Zoning Restrictions and Other Laws. The Premises are subject to any statement of facts which an accurate survey or physical inspection might show, all zoning, restrictions, regulations, rulings and ordinances, building restrictions, and other laws and restrictions now in effect or later adopted by any governmental authority having jurisdiction.

3.6 Membership Fees. Fees for memberships and programs shall be priced in accordance with fees established by the YMCA for branches of similar size and amenities located in the region and consistent with the YMCA's goal to permit participation by all socio-economic groups. The YMCA agrees that, prior to occupancy, it will develop a formal written policy, subject to City approval, which approval will not be withheld unreasonably, providing in detail the mechanism for ensuring that no person will be denied access to and use of the Facility arising from the inability to pay the membership fees.

3.7 Janitorial Services and Housekeeping. The YMCA, at its sole cost and expense, shall provide daily janitorial and custodial service for the Facility. For the Term of this Agreement, the YMCA will employ or subcontract for housekeeping staff whose function shall be daily in-house tasks related to routine and emergency cleanups, room or facilities preparation, minor repairs and other routine function associated with programs and building operations. The YMCA shall pay the full cost of the total salary and fringe benefits of said employee(s) or contractors.

3.8 Inspections. The City shall conduct periodic and regular inspections as may be required of the Facility to insure that fire, safety and sanitation regulations and other provisions contained in this Agreement or in the City Code are being adhered to by the YMCA. The City shall notify the YMCA of its findings, specifying any items needing attention. The YMCA agrees to grant the City the right to access the facility for inspections during normal business hours, and after hours, with prior notice as may be necessary. Failure to conduct any inspections as may be required shall not operate as a waiver of the City's right to conduct these inspections and shall not be considered a default of the terms of this Agreement.

3.9 Fire Code Inspections. YMCA will permit the City's Fire Chief or his or her authorized agents to inspect the Premises, and YMCA and City will comply with all requirements of the Fire Chief or his or her authorized agents that are necessary to bring the Premises into compliance with the City Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may later be amended subject to the maintenance and repair obligations under Paragraph 3.12(a) below. YMCA shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Chief or his or her authorized agents for the particular hazard involved.

3.10 Ownership of Equipment and Furniture. No City funds shall be used to acquire equipment and furniture to be used by the YMCA. The YMCA shall own all equipment and furniture purchased by it. The YMCA, at its sole cost and expense shall be responsible for repair and/or replacement of this furniture and equipment during the term of the Agreement.

3.11 Ownership of Building and Fixtures. City shall own the Facility and all attached fixtures. The Facility and any other buildings, improvements, additions, alterations, and fixtures (except furniture, movable equipment, and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Term are considered part of the real property of the Premises and must remain on the Premises and title to all permanent improvements on the Premises shall vest in the City.

3.12 Right to Remove Personal Property; Trade Fixtures. YMCA may, at any time while it occupies the Premises, or within a reasonable time thereafter, not to exceed ninety (90) days, remove personal property, furniture, machinery, equipment, or other trade fixtures owned solely by YMCA, in, under, or on the Premises, or acquired by YMCA, whether before or during the Term and any extension, this property is referred to as "YMCA Property." On or before the date of expiration of this Agreement, YMCA shall vacate the Premises, remove all YMCA Property, repair any damage to any buildings or improvements on the Premises resulting from the removal, and restore the Premises to a condition reasonably satisfactory to the City. If the City or YMCA terminates this Agreement, YMCA shall vacate the Premises, remove the YMCA Property and restore the Premises within such time as the City shall reasonably designate, but in no event less than ninety (90) days. In either event, if YMCA shall fail or neglect to remove the YMCA Property within a reasonable time after the Agreement termination date, not to exceed ninety (90) days and so restore the Premises, then the YMCA Property shall become the property of the City.

3.13 Maintenance and Repair.

(a) City Obligations. Except for repairs required by YMCA under (b) below, the City will at all times during the Term, keep and maintain, or cause to be kept and maintained, the Premises, including the Facility and all other buildings and improvements erected on the Premises, in good state of appearance and repair (except for reasonable wear and tear) at the City's sole expense including, without limitation, the structure, roof, foundation, HVAC, electrical, plumbing and the parking area. Such maintenance and repairs will be made expeditiously and in the same manner as a person generally proficient in that industry or trade performing under similar circumstances.

After City receives notice of needed repairs pursuant to (b) below, the City shall within five (5) working days of notification inspect the Facility to determine the extent of repair required. The City shall complete the repairs within ninety (90) days from the date of such notice. If the City is unable to initiate the repairs as required, the City shall notify the YMCA in writing and YMCA may make and pay for repairs as approved in writing by the City Manager or the City Manager's designee. YMCA shall submit a request for reimbursement for the cost of an approved repair. The City shall reimburse the YMCA for the approved repair within 30 days. Needed repairs as used in this subsection exclude obligations of the YMCA in (b) below. For repair and/or replacement expenses less than or equal to \$5,000, YMCA may make repairs internally or hire outside contractors, but agrees to solicit at least one bid and provide a copy of the bid if requested by the City. For repair and/or replacement expenses greater than \$5,000 and less than or equal to \$50,000, YMCA may make repairs internally and submit a written request for reimbursement or

hire outside contractors based on the YMCA's determination of the best of three (3) bids. The City may request a copy of the bids solicited prior to reimbursement. For repair and/or replacement expenses greater than \$50,000, the YMCA shall use existing standard purchasing procedures currently in place by the City for expenses more than \$50,000, and upon approval by the City Manager or the City Manager's designee, the City shall reimburse the YMCA for approved repairs or replacement.

(b) YMCA Obligations. At all times during the Term, the YMCA shall, at its sole cost and expense, make all regular and ordinary minor nonstructural building maintenance and repairs including but not limited to painting, wallpaper, tile, flooring, and window glass replacement, routine HVAC maintenance and repair, all pool equipment including but not limited to repair or replacement of pumps, filters and heaters. Such repairs will be made in an expeditious and proper manner. Further, the YMCA shall be responsible for keeping any landscaping, including any irrigation system, within the Site Plan approved for construction upon the Premises in a neat, tidy and working condition, with adequate watering and maintenance, and replacing landscaping, including all growth of weeds and other objectionable vegetation on said property from reaching such conditions as to violate governmental requirements, if any, or to be hazardous and/or objectionable to the City or the YMCA. Collection and proper disposal of trash, garbage, litter and debris will be the responsibility of YMCA, at its sole cost and expense.

YMCA shall neither commit nor allow to be committed any waste on the Premises, nor shall YMCA maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

Upon discovery of any condition that requires the City to make needed repairs under (a) above, the YMCA shall notify the City of the defect or condition.

(i) If the City receives the required notice and does not perform as required in (a) , the YMCA may undertake the necessary repair and the City shall be responsible to reimburse the YMCA within thirty (30) days the reasonable costs of the repairs; or

(ii) If the YMCA is unable to reach the City's contact person or the City does not respond within five working days of notification by the YMCA, the YMCA may undertake the necessary repair and the City shall be responsible to reimburse the YMCA within thirty (30) days the reasonable costs of the repairs.

(iii) YMCA agrees to maintain at its own expense during the term of this Agreement, a preventative maintenance program for all systems, including but not limited to, HVAC systems, elevators, plumbing, pool pumps and apparatus, fire suppression and sprinkler systems, and other systems that require periodic maintenance to continue operating efficiency and warranty compliance. When notified by maintenance contractors of potential capital replacement issues or,

remedial action, YMCA shall promptly notify City in writing of any items that are

the responsibility of the City,

3.14 Emergency Repairs.

(i) If the YMCA and City mutually agree that emergency repairs need to be undertaken immediately, the YMCA may undertake the necessary repair waiving the bidding requirements of Section 3.12(a) and the City shall be responsible to reimburse the YMCA within thirty (30) days. The City will approve the emergency repair in writing to the YMCA as soon as is reasonably possible, but not more than five (5) business days following notification and agreement of the Parties.

(ii) If the YMCA is unable to reach the City's contact person and action is necessary to prevent further damage to the Facility or to prevent imminent danger or injury to persons, the YMCA may undertake the necessary repairs to cure the condition and the City shall be responsible to reimburse the YMCA the reasonable cost of repairs within 30 days of notification.

3.15 Dedicated Community Area. Not less than 10% of the square footage of the Facility shall be dedicated for use as a City recreation center, available to all members of the public without charge. Children under the age of 8 years shall be accompanied by an adult, including a staff member operating an afterschool, community organization or camp program. After school and other children's programming, as well as programming for seniors, shall be as described in Exhibit 2 – Uses.

3.16 Naming. The Facility shall be named the City of Bastrop/YMCA Community Recreation Facility. Any change in the name of the Facility must be approved by the City Council.

ARTICLE 4. CONSTRUCTION OF THE FACILITY

4.01 General Conditions. City and YMCA agree that YMCA will award the contract for construction of the Facility, subject to the Agreement for Development and Construction of New Recreation Facility for Public Use between the City and the YMCA.

ARTICLE 5. AUDITING

5.01 Audits. YMCA agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of YMCA related to the performance under this Agreement. YMCA shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of YMCA are resolved, whichever is longer. YMCA agrees to refund to the City any overpayments disclosed by any such audit.

ARTICLE 6. INSURANCE REQUIREMENTS DURING TERM OF JOINT OCCUPANCY

6.1 Insurance Required. Prior to the time YMCA is entitled to any right of access to or use of the Facility, YMCA shall obtain and maintain the following types of insurance and minimum limits of coverage during the Term of the Lease of the Facility:

(a) Workers' Compensation	Statutory limits	
	Employer's liability	
	\$100,000	Each accident/occurrence
	\$100,000	Disease - each employee
(b) Commercial General Liability	\$500,000	Disease - policy limit
	\$1,000,000	each occurrence
	\$2,000,000	aggregate limit

Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability.

- (c) Automobile Liability \$1,000,000 Each accident on a combined single limit basis

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

- (d) Umbrella or Excess Liability \$5,000,000 Each occurrence
\$5,000,000 Aggregate

(e) Sexual Abuse and Molestation coverage is required if care of a child is provided outside the presence of a legal guardian or parent, this coverage shall be written for a minimum limit of \$500,000 per occurrence. If this coverage is written on a stand-alone basis, the City shall be listed as an additional named insured.

6.2 Additional Insurance Requirements.

- (a) The City and its Officers, Employees and Volunteers shall be named as an Additional Insured on the Automobile and Commercial General Liability policies.
- (b) Thirty days (30) prior written notice of cancellation or non-renewal is required.
- (c) Waiver of rights of recovery (subrogation) in favor of the City.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, prior written approval of the City Manager is required.
- (e) If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
- (f) Unless otherwise stated, all required insurance shall be written on the "occurrence basis". Prior written approval from the City Manager or the City Manager's designated representative is required for any claims-made policies. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the

coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the contractual agreement. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

- (g) Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be approved in writing by the City.
- (h) The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City shall be required to provide prior written notice of ninety (days).
- (i) The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.

6.3 Minimum Coverage. Insurance coverage specified herein constitutes the minimum requirements and said requirement shall in no way lessen or limit the liability of the YMCA under the terms of this Agreement. YMCA shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, it deems to be necessary

6.4 YMCA Coverage. During the Term of this Agreement and at its sole cost and expense, YMCA shall at all times maintain in effect property and casualty insurance coverages insuring the Premises in an amount equal to at least 100% of the actual replacement cost thereof and providing protection against any peril generally included in the classification "Fire and Extended Coverage" or so called "special form" coverage. The YMCA shall be the named insured under the policy and the City shall be named as Loss Payee. Such insurance must be payable to the YMCA and the City, as their interests may appear, and shall include a waiver of subrogation in favor of the City. YMCA shall deliver to City, upon City's request, certificates of such insurance. In no event shall the City be responsible for damage to the Facility by reason of fire or other casualty, or by reason of any other cause that could have been insured against under the terms of a standard fire and extended coverage insurance policy or policies. In the event of a casualty, if the YMCA reconstructs the Facility under Section 9. 1, YMCA and City shall use all insurance proceeds to reconstruct the Facility. If the Facility is not reconstructed after a casualty, the YMCA and City shall proportionally share in the insurance settlement proceeds.

Following the completion of construction YMCA shall cooperate with the City for

scheduling of property insurance inspections and responding to the property carriers' recommendations as set forth in the inspection reports.

ARTICLE 7. TAXES

7.1 Payment by YMCA. YMCA will pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on them during the Term and any extension, whether belonging to City or to YMCA. YMCA will pay all the taxes, charges, and assessments directly to the public officer charged with their collection before they become delinquent, and, to the extent permitted by law, YMCA will indemnify City and hold it harmless from all such taxes, charges, and assessments. YMCA may, in good faith at its own expense (and in its own name) contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due. YMCA's failure to discharge any such tax, charge or assessment when finally due within ten (10) days after the date City's written notice is received by YMCA shall constitute an event of default under Section 11.1(d) below. However, YMCA's financial obligation to City to liquidate and discharge such lien shall survive following termination of this Agreement and until such a time as the lien is discharged.

ARTICLE 8. UTILITIES

8.1 Payment by YMCA. The YMCA, at its sole cost and expense, will incur the cost to provide all gas, water, sewer, electric utilities, network and communication services for use by the YMCA at the Facility.

ARTICLE 9. RESTORATION

9.1 Damage or Destruction. City shall not be responsible, under any circumstances, for any damage to property belonging to YMCA, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be damaged, stolen, or destroyed, and YMCA hereby releases City from any responsibility therefore. If the Facility or any other building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, YMCA shall within ninety (90) days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed Facility and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Facility to substantially the condition it was in before the casualty. But if beginning or completing this work is

prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond the YMCA's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay. In lieu of reconstructing the Facility, the parties can mutually agree to declare this Agreement terminated.

ARTICLE 10. INDEMNIFICATION

10.1 **Liability of City.** CITY IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES (OR ANY PART OF THEM), OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE PREMISES (EXCEPT AS RELATED TO THE CITY'S REPAIR AND MAINTENANCE OBLIGATIONS DESCRIBED IN SECTION 10.01 ABOVE) OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF YMCA, OR OF ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON THE PREMISES, OR BROUGHT ABOUT BY YMCA'S FAILURE TO MAINTAIN THE PREMISES IN SAFE CONDITION.

10.2 **INDEMNIFICATION.** YMCA AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) YMCA'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF YMCA, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO CONSTRUCTION OF A FACILITY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH YMCA AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

10.3 **Notification.** YMCA agrees to notify City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the Premises. YMCA agrees to make its officers, agents, and employees available to the City, at all reasonable times for any statements and case preparation necessary for the

defense of any claims or litigation for which the City may be responsible hereunder. YMCA shall place language in its contract with contractors that contractors shall notify the City as required by YMCA in this subsection.

10.4 Waiver of Immunity. Nothing in this Agreement shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by City or YMCA as to any claim of any third party.

10.5 Cause of Action. Nothing in this Agreement shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

ARTICLE 11. DEFAULT AND REMEDIES

11.1 Event of Default. The following shall be deemed events of default by YMCA under this Agreement:

- a. YMCA fails to use the Premises for conducting and operating the Facility for the purpose of offering, conducting and operating non faith-based recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities;
- b. YMCA makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
- c. YMCA vacates any substantial portion of the Premises for a period of longer than thirty (30) days, unless YMCA can demonstrate to the reasonable satisfaction of the City that all reasonable efforts are being made by YMCA to occupy said Premises;
- d. YMCA fails to comply with any other term, provision or covenant of this Agreement that is material;
- e. YMCA fails to provide services in accordance with the requirements of the Services Plan; or
- f. YMCA fails to achieve substantial completion of the Facility by the date set forth in the HUD Grant to the City for Emergency Shelter, as further set forth in the Agreement for Development and Construction of New Recreation Facility for Public Use and subject to the terms and conditions therein set forth.

11.2 Curing a Default.

- (i) If an event of default occurs, the City shall give written notice that describes the default in reasonable detail to the YMCA. The YMCA must commence curing such default within fourteen (14) calendar days after the time it receives the notice from the City, and then complete the cure within ninety (90)

days thereafter.

(ii) If the YMCA does not substantially complete the cure within the stated time in (i) of this section, the City may terminate this Agreement by giving written notice of the termination; provided, however, if the default is not reasonably susceptible to cure within the stated time, the City will not exercise its right to terminate this Agreement so long as the YMCA has commenced to cure the default within the required time and diligently completes the cure within a reasonable time without unreasonable cessation of the work to complete the cure.

11.3 Other Remedies. Any termination of this Agreement as provided in this article will not relieve YMCA from paying any sum or sums due and payable to City under this Agreement or under the Agreement for Development and Construction of New Recreation Facility for Public Use at the time of termination, or any claim for damages then or previously accruing against YMCA under this Agreement, including but not limited to full reimbursement of the funds provided by the City through the HUD Grant for Emergency Shelter in the event that the YMCA does not attain substantial completion of the Facility by the date set forth in the Grant. Any such termination will not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from YMCA for any default under the Agreement. All City's rights, options, and remedies under this Agreement will be construed to be cumulative, and not one of them is exclusive of the other. City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

ARTICLE 12. RECORDS

12.1 Provision of Records. On a monthly basis, or at such intervals as may be requested, the YMCA shall provide the City digital copies of current Facility membership in the form of electronic statistics, e.g. itemized by zip code, family unit or as reasonably specified by the City, as well as financial, operational and maintenance information related to the Facility and all other information reasonably deemed necessary by the City and the YMCA.

12.2 Open Records. YMCA acknowledges that City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this agreement, and documents related to this agreement, which are in City's possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.

12.3 Notice of complaints or violation reports. The YMCA shall promptly notify the City of any complaints or reports of violations of the law that have occurred at the Facility and that are significant in nature and that have a material effect on the operations of the Facility.

ARTICLE 13. NOTICES

13.1 Notices. Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they may hereafter specify by written notice so given.

- a. If to City: City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
- b. If to YMCA: 1402 E. Cesar Chavez
Austin, Texas 78702
Attn: President/CEO

ARTICLE 14. GENERAL PROVISIONS

14.1 Right of Entry and Inspection. YMCA must permit City or its agents, representatives, or employees to enter the Premises for the purposes of inspection; determining whether YMCA is complying with this Agreement; maintaining, repairing, or altering the Premises; or any other reasonable purpose. During any inspection, City may perform any obligations that City is authorized or required to perform under the terms of this Agreement or pursuant to its governmental duties under federal state or local laws, rules or regulations.

14.2 Interpretation. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14.3 No Third Party Rights. The provisions and conditions of this Agreement are solely for the benefit of the City and YMCA, and any lawful assign or successor of the YMCA, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

14.4 No Partnership or Joint Venture. YMCA shall operate as an independent contractor and not as an officer, agent, servant, or employee of the City. YMCA shall have the exclusive control of, and the exclusive right to, control the work designated to the YMCA to be performed under this Agreement, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, contractors, subcontractors and employees. Neither City nor YMCA shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers,

agents, servants, contractors, subcontractors, or employees. It is understood and agreed that the City is not involved as a party to any activities that may be carried on by YMCA pursuant to this Agreement. YMCA acknowledges itself solely responsible for such activities and for all persons and property involved or used in connection with YMCA's use of the Premises. Provided, however, that no provision of this Agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law.

14.5 Declared Emergency. In the event of a declared City, state or federal emergency, the YMCA will immediately make the facility available for use as deemed necessary by the City in order to respond to the declared emergency. Should the declared emergency extend beyond 72 hours, the City will seek reimbursement from federal, state and/or local funding and compensate the YMCA for any lost revenue as a result of declared emergency use, to the extent funds are received from these sources.

14.6 Force Majeure. Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. ***Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent.*** Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give timely and adequate notice to the other party of the event by facsimile transmission, telephone, or e-mail and then the party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event

14.7 Binding Covenants. Subject to the limitations contained in this Agreement, the covenants, conditions and agreements made and entered into by the parties are declared to be for the benefit of and binding upon their respective successors, representatives and assigns, if any.

14.8 Invalid Provision. It is agreed that, in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either YMCA or City in connection with the rights and obligations contained in the valid covenants, conditions

or provisions of this agreement.

14.9 Assignment and Successors. YMCA may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any party without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of completing the construction and occupancy of Facility and (ii) the proposed assignee or successor has executed a written agreement with the City under which it agrees to assume all covenants and obligations of the YMCA under this Agreement, in which case such assignee or successor shall thereafter be deemed "YMCA" for all purposes under this Agreement. An attempt to assign this contract without the consent of the YMCA shall be considered an event of default.

14.10 Reciprocal Waiver of Immunity. The parties each waive their rights of charitable or governmental immunity in any action between them.

14.11 Applicable Laws. The laws of the State of Texas shall govern this license agreement and the relationship created hereby. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this agreement shall be in Bastrop County, Texas.

14.12 Severability of Provisions. If any of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been in this Agreement.

14.13 Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

14.14 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14.15 Sole Agreement. This Agreement constitutes the sole and only agreement of the parties respecting the operations of the Premises.

EXECUTED this the _____ day of _____, 2016.

CITY OF BASTROP

By: _____
Michael H. Talbot
City Manager

YMCA OF AUSTIN

By: _____
James Finck
President/CEO

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 3, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON DECISION TO PROCEED WITH "PLAN B" FOR BUILDING A FACILITY TO BE USED AS SHELTER, TO BE LOCATED IN BOB BRYANT PARK IN COMPLIANCE WITH THE "HUD" GRANT REQUIREMENTS SHELTER FACILITY, AS PREVIOUSLY ACCEPTED BY THE CITY COUNCIL OR WITH MODIFICATIONS AS SUGGESTED BY THE CITY MANAGER.

2. Party Making Request: Michael H. Talbot3. Nature of Request: (Brief Overview) Attachments: Yes _____ No X

This is a very simple request, in the event the Council does not approve the proposal from the YMCA I am just asking that Council direct me to moving forward with Plan B.

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. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 3, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AN APPROVAL OF A SECOND AMENDMENT TO THE 2003 TOURISM AND MARKETING AGREEMENT BY AND BETWEEN THE BASTROP RESORT PARTNERS, BASTROP MARKETING CORPORATION, AND THE CITY OF BASTROP TEXAS**

2. Party Making Request: Michael H. Talbot

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

Attached for review and consideration is a "Preliminary Draft" of a Second Amendment to the 2003 Tourism & Marketing between the Bastrop Resort Partners, Bastrop Marketing Corporation and the City of Bastrop. This second amendment is based upon the "Deal Points" discussed and approved by the City Council at the January 23, 2016 "Annual Planning Retreat. .

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. Action Taken: _____

**SECOND AMENDMENT TO THE 2003 TOURISM AND MARKETING AGREEMENT
BY AND BETWEEN THE BASTROP RESORT PARTNERS, BASTROP MARKETING
CORPORATION, AND THE CITY OF BASTROP TEXAS**

This Agreement is the Second Amendment ("Second Amendment") to a prior 2003 Tourism and Marketing Agreement, is entered into on this _____ day of March, 2016, by and between the **Hyatt Regency**, a _____, and the contractual successor in interest to the original 2003 Hotel Owner, ("Hotel Owner") Bastrop Marketing Corporation, a Texas corporation and entity owned and controlled by the Hyatt Regency ("BMC"), and the City of Bastrop, Texas, a Texas Home-Rule municipal corporation ("City") (referred to herein as the "2003 Marketing Agreement"). Hotel Owner, BMC and the City are jointly referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Hotel Owner's predecessor, BMC and the City entered into the 2003 Marketing Agreement on the 20th day of November 2003, for the purposes of setting out the rights and responsibilities of the Parties concerning joint marketing efforts between them, including specifically the City's distribution of portions of the City's Hotel Occupancy Tax funds ("HOT" and "HOT Funds") generated by the Hyatt Regency Lost Pines Resort and Spa ("Hyatt Resort") to be expended for such joint marketing purposes. The 2003 Marketing Agreement was executed prior to the construction and operations of the Hyatt Regency Lost Pines Resort and Spa and, accordingly, the Parties entered into that 2003 Marketing Agreement in good faith, based upon mutual agreements, assumptions and objectives pertaining to agreed-upon joint marketing efforts and obligations. Over the past decade, the marketing program conceived and implemented under the 2003 Marketing Agreement has been successful for all Parties. The 2003 Marketing Agreement will expire, by its own provisions, in June of 2016.

WHEREAS, the 2003 Marketing Agreement provided for a reimbursement to the BMC of a percentage (currently 43%) of the HOT generated by Hyatt Resort. In the past, the Hotel Owner engaged third-party consultants (i.e., Proof Advertising, Dublin and Associates, Hardee Partners, LLC, and others), as well as Hyatt Resort staff, to develop and implement a Marketing Plan that is subject to annual approval by the City of Bastrop's City Manager and City Council. The HOT Funds are to be used for regional marketing that supports the Hyatt Resort, the Lost Pines Region (and/or the 'Bastrop Marketing Area') and the City of Bastrop.

WHEREAS, , the City is in the process of evaluating and developing the formation of a destination marketing organization, that will assist the City with regional

PRELIMINARY

marketing, which is envisioned to be funded, in part by the use of HOT Funds. Accordingly, these changes in the operation of the Hyatt Resort and the City's regional marketing efforts have lead the Parties to agree that an Amendment to the 2003 Marketing Agreement, and an extension to the term of that agreement, is desirable. Consequently, the City and Hyatt agreed to amend the 2003 Marketing Agreement, as necessary, to reflect the change in the Hyatt Resort's ownership, the BMC's operations, the City's evolving regional marketing needs and desires, as well as the changes in goals and objectives of the Parties to work cooperatively on regional marketing, in the future.

WHEREAS, as noted above, on November 6, 2014, the entities with ownership interest in Bastrop Resort Partners, L.P., changed with the sale of Hyatt Regency Lost Pines Resort and Spa, and the Hyatt Resort is now owned 100% by an affiliate of Hyatt Hotels Corporation ("Hyatt"). At this same time, BMC became an entity that was owned and operated by the Hyatt.

WHEREAS, by this Amendment, the Parties desire to establish and clarify various terms and conditions that will control the activities, rights and responsibilities of the Parties, from the time of the execution of the Second Amendment, until such time as it expires, with property notice between the Parties, as set forth herein.

NOW, THEREFORE, FOR THE CONSIDERATION NOTED HEREIN AGREED BY ALL PARTIES TO BE SUFFICIENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Amended Percentage of HOT Reimbursement:**

- a. Upon execution of the Second Amendment by all Parties, the Specified Percentage of HOT allocated to Hotel Owner and its affiliate entity, Bastrop Marketing Corporation, for the remainder of the time that the Second Amendment is in effect, will be a total of thirty-five percent (35%), which shall be used in the same manner and for the same or similar regional marketing programs as the Parties have engaged in for the joint benefit of the City and the Hyatt Resort over the past decade. (the "HOT SAPPS")
- b. The prior letter agreement dated April 25, 2007, by and between the City and the prior Hotel Owner (allowing 25% of the annual HOT distribution to Hotel Owner to be used to repay 'pre-opening marketing costs') shall become null and void, so that no portion of the 35% of the HOT Funds may be used by the Hotel Owner or its affiliate BMC, for any repayment of pre-opening marketing costs.
- c. Eight percent (8%) of the total 35 % HOT Funds allocated to the Hotel Owner will be used by the Parties to staff an interim position for a sales specialist/person who will promote and sell the City's Convention Center. ("Convention Center Sales Specialist" or "CCSS")

2. **HOT Funded Regional Marketing Programs:** With regards to decision the making process related to BMC's expenditures of the 27% of the Amended Percentage of the HOT allocated to the Hotel Owner by the City for regional Marketing Programs, the Parties acknowledge and agree that the City will participate as an equal partner with the BMC Board in approving the marketing programs that will be funded with the 27% HOT provided to the Hyatt Resort by the City. This cooperative relationship between the BMC and the City is intended by the parties to serve as a prototype of the eventual Destination Marketing Organization that the City will establish and upon which the Hyatt Resort will have one or two membership positions, as a critical player on the City's regional marketing team and in developing the regional marketing program for the community and Bastrop area, including the Lost Pines Resort and Spa.
3. **The CCSS Position and Role:** The Parties shall determine, **during the hiring process**, whether the Convention Center Sales Specialist will be an employee of the Hyatt Resort or an employee of the City. However, with regard to the Convention Center Sales Specialist, the Parties agree to the following:
 - i) The City and the Hyatt shall agree on the performance standards for the CCSS;
 - ii) Hyatt shall oversee the day-to-day work of the CCSS;
 - iii) If either the City or the Hyatt become dissatisfied with the performance of the CCSS, the contract for the CCSS' services may be terminated and a replacement CCSS may be sought.
4. **Term/Duration of the Second Amended Agreement:** The Parties agree that the provisions noted herein shall take effect on the date that all parties have executed the Second Amended Agreement ("Effective Date"), and shall remain in effect until the Second Agreement expires on its own terms, as set forth herein below. Further, any terms or provisions contained in the 2003 Tourism and Marketing Agreement that are in conflict with the terms set forth herein, shall no longer be in effect as of the Effective Date of this Second Amended Agreement. In the event of any conflicting terms between the 2003 Agreement and this Second Amended Agreement, the terms of the Second Amended Agreement shall control.
5. **Expiration of the Second Amended Agreement/Notice:** The Hyatt Resort and the BMC acknowledge and agree that it is the intention of the City to begin the work to establish a destination marketing organization that will, in time, perform the regional marketing work that has heretofore been done by the Hyatt Resort and the BMC as joint marketing on behalf of the City, the Hyatt Resort and the Bastrop region, as a whole. Conversely, the City acknowledges

and agrees that due to the nature of national and international marketing and the need to make advance marketing commitments and payments for same to ensure a presence in publications, the BMC must have a minimum of ninety (90) days advanced notice from the City of a desire to end the Second Amended Agreement. Accordingly, the Parties agree that this Second Amended Agreement shall remain in effect until the later of either: (1) June 1, 2016, or (2) ninety (90) days following the date that the City provides the Hotel Owner and the BMC with written notice that it desires to terminate the Second Amended Agreement.

6. The relationship between the Parties is now described as a public-private arrangement, whereby the Hotel Owner's entity that oversees the joint regional marketing pursuant to this Second Amended Agreement, i.e., the Bastrop Marketing Corporation will work in concert with the City to manage a strategic regional marketing program that benefits both the Hyatt Resort and the City, as that program and the relationship have performed over the past decade under the existing 2003 Marketing Agreement. Bastrop Marketing Corporation is authorized to hire additional subcontractors (e.g., advertising agency, public relations agency, graphic designers, photographers, convention sales professionals, website designers and content managers, etc.) to implement components of the Annual Marketing Plan to provide regional marketing, as it has over the past decade. Such subcontractor(s), if any, will be identified in the Annual Marketing Plan, and the City will be notified in advance of any changes in subcontractor(s). If the City desires to hire the BMC's subcontractor(s) to perform additional services, beyond those established in the Annual Marketing Plan (e.g., design and placement of advertising, billboards, logos, for other City-sponsored organizations/events), the City's is authorized to negotiate such contracts, as the City Manager and i. City Council may determine in the best interest of the operation of the City and the administration of the Second Amended Agreement.
7. **Successors and Assigns. Assignability:** Any future assignment or transfer of the 2003 Marketing Agreement and/or the Second Amended Agreement, if any, by any Party, shall require prior notice to and written approval from the other Parties.
8. **Budget and Annual Marketing Plan:** A Budget and Annual Marketing Plan will be developed by the BMC and presented to the City Council no later than _____ of each year. Hotel Owner is responsible for establishing the Hotel's monthly and annually forecasted HOT revenue and submitting the forecast to the City Manager by July 1. The Parties acknowledge and agree that the annual forecast to be provided by the Hotel Owner is the foundation of the

Marketing Plan Budget but is adjusted monthly according to actual HOT collections by Hotel Owner.

9. The HOT Funds distributed to Hotel Owner are designated for: advertising, public/media relations and events, sales and promotion, website and social media marketing, collateral/photography, and other miscellaneous items. The Parties agree and acknowledge that approximately fifty percent (50%) of the Marketing Plan Budget is spent on destination advertising and shall include advertising for the City of Bastrop.
10. The Parties acknowledge that Hyatt typically spends approximately \$3.5 million of its operational dollars on sales and marketing specifically intended to drive Hyatt Resort revenue. Further, the Parties acknowledge that the HOT Fund distributions associated with this Agreement are intended to supplement and complement that Hyatt Resort-specific marketing budget and plan, in a manner that enhances the image and raises awareness of "the City of Bastrop and the Lost Pines Region," as a desirable leisure- and group-traveler destination.
11. The Parties acknowledge that the City is evaluating a plan whereby it will hire a City sales person (or, alternatively, contract with a consultant) to sell bookings for the City's Convention and Exhibit Center and that at such time as the City does so, the Hotel Owner will provide that employee and/or consultant with mentoring and training that will transition the selling and booking of the City's Convention and Exhibit Center from oversight by the Hotel Owner's staff to the City's employee/consultant. The advertiser for the BMC may shall also provide advertising services for the City's Convention and Exhibit Center, pursuant to approval of such advertising plans by the City.

Until such time, however, the Parties agree that the Hyatt Resort (or its subcontractor) will develop, manage and implement a strategic sales plan for the Bastrop Convention and Exhibit Center, to be approved by the City Council. Under this plan, as approved by the Council, the City's Convention and Exhibit Center will continue to be managed by City staff with sales support from the Hyatt Resort, as the recognized group and convention sales expert in the Region. The Parties will negotiate the terms of a separate Convention and Exhibit Center Sales Contract, with the intent to implement same on or before _____, 2016. Such an agreement shall include typical performance measures, such as:

- # of Sales calls made to meeting planners

- # of Sales leads generated for the Convention Center, resort and other group venues in City
 - # of Conventions booked (at Convention Center and Resort)
 - Revenue generated for the Convention Center
 - Website visitation
 - Room nights booked at resort and other City/ETJ lodging facilities in conjunction with Convention Center bookings
 - Media publicity generated; calculated value
12. **Operations:** With oversight from the City Manager, the BMC is authorized to carry out all or any SAPP's included in the Annual Plan and Budget. The Hyatt Resort's General Manager and Director of Sales will be responsible for the performance of responsibilities as set forth in the 2003 Marketing Agreement and in this Second Amended Agreement. Hotel Owner shall have authority over the General Manager and Director of Sales and the BMC Board. Hiring and firing of subcontractors is subject to City's approval pursuant to the City's approval of the Annual Marketing Plan.
13. **Airport/City/Hotel Shuttle:** The City of Bastrop is committed to evaluating and developing a shuttle service from the Austin Bergstrom International Airport to the Hyatt Resort, other Bastrop Hotels/Motels, Bed and Breakfasts and Inns, and the downtown business area. Accordingly, within 120 days of the Effective date of this Second Amended Agreement, the parties will meet and begin to develop a plan to address the transportation and shuttle needs of the City, the Hyatt Resort and other hoteliers in Bastrop, which may be funded in whole or in part with the use of HOT funds, as provided by applicable State law.
14. Any other provisions in the 2003 Marketing Agreement that are not modified by the terms noted in this Second Amended Agreement remain unchanged and in effect. The provisions of this Second Amended Agreement shall become a part of the 2003 Marketing Agreement, once executed by all Parties hereto.

IN WITNESS WHEREOF, the City of Bastrop, BMC, and **Hyatt Regency** have caused this Agreement to be executed and delivered by their duly authorized representatives as of the dates specified below

CITY OF BASTROP,
A Texas home-rule municipality

PRELIMINARY
Subject To Change

HYATT REGENCY,

A _____

BASTROP MARKETING CORPORATION

A _____

PRELIMINARY
Subject To Change

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 8, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON REPLACING THE BASTROP MARKETING CORPORATION WITH A DESTINATION MARKETING ORGAINAZATION: 1.) PRESENTATION BY THE CITY MANAGER, 2.) PRESENTATION BY REPRESENTATIVES OF THE BASTROP CHAMBER OF COMMERCE AND 3.) GENERAL DISCUSSION BY CITY COUNCIL REGARDING DESTINATION MARKETING ORGANIZATION.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes _____ No X
On Tuesday night's agenda is item to amend the BMC current agreement with the City of Bastrop. As agreed by the City Council this was the first step that had to take place before the Council would commence the process of developing a "Destination Marketing Organization". The item is to commence a dialog with the City Council as to the expectations of the City Council regarding creating a "Destination Marketing Organization for the City of Bastrop.

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. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: MAR 1, 2016

MEETING DATE: MAR 8, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST 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.**

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

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

4. Policy Implication:

These budget amendments increase the budget appropriations for Fiscal Year 2016. See attached memo.

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 Budget Amendments**

9. Advisory Board: ☐ Approved ☐ Disapproved ☐ None

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

11. Motion Requested: **Approval of the ordinance amending the FY2016 budget**

ORDINANCE NO. 2016-05

AN ORDINANCE 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.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2016; and,

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

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

That the proposed budget amendments for the Fiscal Year 2016, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2016; and

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

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

READ and APPROVED on First Reading on the 8 day of March, 2016.

READ and ADOPTED on Second Reading on the 22 day of March, 2016.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

Exhibit "A"

**City of Bastrop
Memorandum**

TO: Mayor & City Council Members
FROM: Tracy Waldron, Chief Financial Officer
SUBJECT: Ordinance Amending FY 2016 Budget
DATE: March 8, 2016

Recommendation:

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

Background:

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments do not increase the budget appropriations for Fiscal Year 2016. Funds included in these amendments are detailed below:

- General Fund includes:
 - To re-class how overhead support from W/WW, BP&L and Convention Center are recorded in the General Fund (per the audit)
 - To move from contingency in Organizational to Parks the amount set aside for the replacement of the restrooms at Fisherman's Park
 - Transfer excess Fund Balance from FY2015 into the Vehicle & Equipment Replacement fund (see attached)
- Debt Service Fund includes:
 - Record the contribution in from BEDC for bond payments and the corresponding expenses.
- Water/Wastewater Fund includes:
 - See memo attached for explanation
- Vehicle & Equipment Replacement Fund includes:
 - Transfer in of excess Fund Balance over the required reserve amount from General Fund

**FY 2016
BUDGET AMENDMENTS
GENERAL FUND**

Fund Balance as of 9-30-15	4,139,117
FY 2016 Budgeted Revenues	10,252,797
FY 2016 Budgeted Appropriations	(11,966,627)
2/2016 Budget Amendments (net)	(3,720)
3/2016 Budget Amendments (net)	(625,000)
Ending Fund Balance	<u>2,425,287</u>

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
--	--------	--------	-------------	----------------

Matching Revenues to Expenditures:

Neutral	(423,740)	Electric In-Kind	101-00-00-4490
Neutral	(455,160)	Water/Wastewater In-Kind	101-00-00-4491
Neutral	(159,260)	Convention Center In-Kind	101-00-00-4495
Total Revenues	<u>(1,038,160)</u>		

Matching Expenditures to Revenues:

Legislative	Neutral	26,970	Overhead allocation	101-01-00-5670
Organizational	Neutral	0	Overhead allocation	101-02-00-5670
City Manager	Neutral	199,304	Overhead allocation	101-03-00-5670
City Secretary	Neutral	60,735	Overhead allocation	101-04-00-5670
Finance	Neutral	231,667	Overhead allocation	101-05-00-5670
Finance/Utility Services	Neutral	327,223	Overhead allocation	101-05-15-5670
Human Resources	Neutral	30,818	Overhead allocation	101-06-15-5670
IT	Neutral	114,380	Overhead allocation	101-07-00-5670
Planning	Neutral	14,509	Overhead allocation	101-15-00-5670
Building Maintenance	Neutral	32,554	Overhead allocation	101-18-20-5670

New Expenditures:

Organization	Neutral	250,000	Contingency	101-02-00-5900
Parks	Neutral	(250,000)	Capital Outlay-Riverfront	101-18-19-6107
	Increase	(625,000)	Transfer out-Vehicle Replacement Fund	101-02-00-8130

Total Expenditures	<u>413,160</u>
Net Change	(625,000)

**FY 2016
BUDGET AMENDMENTS
DEBT SERVICE FUND**

Fund Balance as of 9-30-15	804,205
FY 2015 Budgeted Revenues	2,185,499
FY 2015 Budgeted Appropriations	(2,188,765)

??/2016 Budget Amendment	<u>0</u>
Ending Fund Balance	<u>800,939</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
Matching Revenues to Expenditures:				
	Neutral	291,339	Capital Contributions	120-00-00-4600
	Total Revenues	<u>291,339</u>		
Matching Expenditures to Revenues:				
	Neutral	(21,263)	CO SERIES 2008A, PRINC	120-00-00-7129
	Neutral	(10,767)	CO SERIES 2008A, INT	120-00-00-7130
	Neutral	(42,334)	CO SERIES 2010 PRINC	120-00-00-7137
	Neutral	(33,494)	CO SERIES 2010 INT	120-00-00-7138
	Neutral	(76,230)	TAX & LIM REV CO SERIES 2013 PRINC	120-00-00-7147
	Neutral	(100,926)	TAX & LIM REV CO SERIES 2013 INT	120-00-00-7148
	Neutral	(6,325)	GO REFUNDING SER 2014 INT	120-00-00-7152
	Total Expense	<u>(291,339)</u>		
	Net Change	0		

FY 2016
BUDGET AMENDMENTS
DESIGNATED FUND

Operating Fund Balance as of 9/30/15	4,289,809
FY 2015 Budgeted Revenues	4,258,480
FY 2015 Budgeted Appropriations	(4,315,474)
3/2016 Budget Amendments (net)	<u>(69,812)</u>
Ending Fund Balance	<u>4,163,003</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
-------------------	---------------	---------------	--------------------	-----------------------

Matching Revenues to Expenditures:

Total Revenues	<u>0</u>
----------------	----------

Matching Expenditures to Revenues:

New Expenditures:

Increase	(69,812)	Equipment Maint. - Water Production	202-35-43-5320
----------	----------	-------------------------------------	----------------

Total Expense	<u>(69,812)</u>
---------------	-----------------

Net Change	(69,812)
------------	----------

FY 2016
BUDGET AMENDMENTS
VEHICLE & EQUIPMENT REPLACEMENT FUND

Fund Balance as of 9-30-15	0
FY 2016 Budgeted Revenues	0
FY 2016 Budgeted Appropriations	0
3/2016 Budget Amendments (net)	<u>625,000</u>
Ending Fund Balance	<u>625,000</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
New Revenues:				
	Increase	625,000	Transfer In- General Fund	380-00-00-4701
New Expenditures:				
		Total Expense	<u>0</u>	
		Net Change	625,000	

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES**

	ACTUAL 2014-2015	BUDGET 2015-2016	Projected 2015-2016
BEGINNING BALANCE	\$ 4,763,037	\$ 4,694,243	\$ 5,418,094
REVENUES:			
Ad Valorem Taxes	2,779,550	2,973,695	2,973,695
Sales Taxes	4,016,828	3,996,190	3,996,190
Franchise & Other Taxes	522,817	466,000	466,000
Licenses & Permits	204,715	165,500	165,500
Service Fees	535,980	521,500	521,500
Fines & Forfeitures	287,426	219,500	219,500
Interest & Other Revenue	5,217	4,000	4,000
Intergovernmental	361,227	1,323,162	1,323,162
Miscellaneous	71,152	25,500	25,500
Total Revenues	8,784,912	9,695,047	9,695,047
Transfer from Hotel/Motel	246,580		-
Transfers from Electric	746,549	557,750	557,750
Total Transfers	993,129	557,750	557,750
Total Revenues & Other Financing	9,778,041	10,252,797	10,252,797
TOTAL AVAILABLE RESOURCES	\$ 14,541,078	\$ 14,947,040	\$ 15,670,891
EXPENDITURES:			
General Government:			
Legislative	8,629	46,535	46,535
Organizational	1,719,540	1,409,098	1,409,098
City Manager	177,065	335,521	335,521
City Secretary	52,421	146,808	146,808
Finance	611,772	1,245,845	1,245,845
Human Resource	60,408	155,001	155,001
Information Technology	81,414	376,114	376,114
Public Works	989,593	1,905,345	1,905,345
Building Maintenance	117,350	222,755	222,755
Public Safety:			
Police	2,601,487	2,902,206	2,902,206
Fire	230,798	482,876	482,876
Health	-	-	-
Court	389,724	301,440	301,440
Development Services:			
Planning	708,517	783,475	783,475
Community Services:			
Recreation	40,049	42,500	42,500
Parks	685,345	925,980	925,980
Library	648,872	685,128	685,128
Total Expenditures	9,122,984	11,966,627	11,966,627
ENDING FUND BALANCE	\$ 5,418,094	\$ 2,980,413	\$ 3,704,264

Total Required Amount (25%)	\$ 2,280,746
Excess Available	3,137,348
~20% to VERF	625,000
Excess after VERF Transfer	2,512,348
Excess Committed in FY16 Budget	(1,713,830)
Leftover Excess Avail	<u>798,518</u>

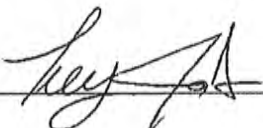
Date: December 14, 2015
To: Mike Talbot, City Manager
From: Trey Job/ Director of Public works & Utilities
RE: Well rehab

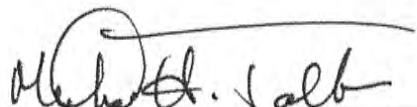


Dear Mike,

In an effort to improve the efficiency of our wells the **well maintenance program** was established approximately two years ago. Now that the program is underway and per our discussions well efficiency, and increased production possibilities has been a topic at the forefront. As you know in our search we have discovered the possibility of increasing production at Bob Bryant WTP, however that was not a budgeted line item, and will need to be amended. The amount of the step testing required to produce the hydrology report has been performed, and the cost was \$28,650.00. In addition to the step test per our discussions we also asked layne to provide some maintenance on the alluvium well at BBWTP, which was also not budgeted for 15/16 fiscal year. The amount of the Well H maintenance and repairs was \$ 41,161.30. The work included pulling the pump performing a TV survey, some additional repairs, and the cleaning of the well screen. I am requesting the equipment maintenance W production line item (35-43-5320) be amended from fund balance in the amount of \$ 69,811.30. The original amount was \$85,700.00. The new amended amount will be \$ 155,511.30.

Thank you for your consideration,

Requested  date 1-19-16

Approved  date 1-22-16

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 2016

1. Agenda Item: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 8 OF THE CITY CODE, ENTITLED "OFFENSES & NUISANCES," AND REVISING CERTAIN DEFINITIONS IN SECTION 8.07.001, AMENDING SECTION 8.07.003 ENTITLED "CARRYING IN CITY BUILDING OR VEHICLE", PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

2. Party Making Request: **City Manager Michael H. Talbot**

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

At the end of last year's State of Texas Legislative Session the Council was advised that the "State Legislature made several changes to the "State Law – Regarding Handguns". One of the changes was that a properly licensed person could carry either an open and/or concealed Hand-Gun into a City Council Meeting unless the "Governing Body" prohibited a properly licensed open or concealed hand gun into a Council meeting. It was my understanding that the Council did want to prohibit a properly licensed person from carrying either an open or concealed hand gun into a City Council Meeting. The attached ordinance will prohibit such activity during a meeting of the City Council.

4. Policy Implication: _____

5. Budgeted:	Yes	No	N/A
--------------	-----	----	-----

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining:

6. Alternate Option/Costs: _____

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

a) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: ☐ Approved ☐ Disapproved ☐ None

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

11. Motion Requested

CITY OF BASTROP ORDINANCE NO. 2016 - 01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 8 OF THE CITY CODE, ENTITLED “OFFENSES & NUISANCES,” AND REVISING CERTAIN DEFINITIONS IN SECTION 8.07.001, AMENDING SECTION 8.07.003 ENTITLED “CARRYING IN CITY BUILDING OR VEHICLE”, PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop has the authority pursuant to Local Government Code, Section 229.001 and pursuant to the Texas Penal Code, Sections 46.035 and 30.05 through 30.07, to regulate the carrying of firearms on certain City premises; and

WHEREAS, the Texas Legislature has, from time to time, amended the scope of authority of Texas cities, such as the City of Bastrop, to regulate firearms; and

WHEREAS, the City Council has determined that portions of Section 8.07 of the Code of Ordinances should be amended to establish consistency with State law requirements, regarding the regulation of firearms, related to recent changes to State laws concerning same; and

WHEREAS, the City Council has determined that in order to ensure the health, safety and welfare of the citizens of the City of Bastrop, Texas, it is necessary to prohibit the carrying of firearms in City buildings and City owned and operated vehicles, with specific enumerated exceptions, to comply with recently amended State law.

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

Part 1: That Section 8.07.001 of the Code of Ordinances of the City of Bastrop, Texas, entitled “Definitions: is amended to read as follows:

Sec. 8.07.001 Definitions

As used in this article:

City building and city vehicle. Any building or portion of a building or any vehicle owned, occupied, leased, or under the authorized use or control of the city for city operations and activities. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.

Gun, pistol, rifle, shotgun, and firearm. Any device designed, made, or adapted to expel a projectile through a barrel by using explosive energy generated by an explosion or burning substance, or any device readily convertible to that use, and shall include all air guns, air pistols, air rifles, and all other firearms using air pressure to propel a projectile. For purposes of this section, “taser” type weapons, crossbows, and bows and arrows are considered to be firearms.

Handgun. Any firearm that is designed, made, or adapted to be fired with one (1) hand.

Part 2: That Section 8.07.003 titled “Carrying in city building or city vehicle” of the Code of Ordinances of the City of Bastrop is amended to read as follows:

Sec. 8.07.003 Carrying in city building or city vehicle

- (a) It shall be unlawful for any person, other than a peace officer, while carrying a firearm, regardless of whether or not the person is duly licensed by the state to carry a handgun, to enter into or remain on the premises of:
 - (1) Any city building that is utilized by a court, while carrying a firearm, unless written authorization is first obtained from the court;
 - (2) Any city building that is serving as a polling place on the day of an election or at any time while early voting is in progress in the city building; and
 - (3) Any city building in which a public meeting, of the city is being held, pursuant to the Open Meetings Act requirements.

(b) It shall be unlawful for any person, other than a peace officer, who is not duly licensed by the state to carry a handgun, to enter into or remain on the premises of any city building or in a city vehicle while carrying a firearm.

(c) The city manager shall direct the city staff to:

- (1) Provide notice at all entries to all city buildings in the form and language prescribed by Chapter 30 of the Texas Penal Code, and as that Chapter may be amended from time to time, that entry into that city building is forbidden to any person carrying a firearm in accordance with this section.
- (2) Provide a notice to anyone who is found to be carrying a firearm in accordance with this Ordinance and applicable state law, to exit the city building and/or the city vehicle.

(d) This section does not apply to a peace officer or a commissioned security officer hired by or under contract with the city and acting within the scope of that employment, or to a peace officer of another unit of government lawfully acting within the scope of the peace officer's duties.

Part 3: All other provisions of Article 8.07 entitled "Firearms" shall remain in full force and effect.

Part 4: This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bastrop, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are superseded.

Part 5: If any provision of this Ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Part 6: The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Bastrop and State Law.

READ AND APPROVED, on FIRST READING, on this the 8th day of March 2016.

READ AND ADOPTED, on SECOND READING, on this the ____ day of _____ 2016.

ADOPTED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney
Shan Rutherford, Esq.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016

MEETING DATE: March 8, 2016

1. Agenda Item: **APPROVAL OF AMENDMENT TO THE CONTRACT FOR ELECTION SERVICES BETWEEN BASTROP COUNTY ELECTIONS ADMINISTRATOR AND THE CITY OF BASTROP, TEXAS.**

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

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)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Motion Requested: **Council approval of amendment to the contract for Election services.**

EXHIBIT "A"
AMENDED 02/25/2016
EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 25, 2016 through Tuesday, May 3, 2016.

Main Location:

Bastrop County Courthouse Annex, 804 Pecan Street, Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 7:00 am – 7:00 pm
2 8:00 am – 5:00 pm	3 7:00 am – 7:00 pm	4	5	6

Voting by Mail:

Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "B"

AMENDED 02/25/2016

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Precincts 1001, 1002, 1003, 2009, 2011

Bastrop County Courthouse Annex, 804 Pecan Street, Bastrop, TX 78602

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 2016

1. Agenda Item:

AN ORDINANCE AMENDING BASTROP CODE OF ORDINANCES, CHAPTER 1 "GENERAL," ARTICLE 1.10 "PARKS" CONCERNING THE COMMERCIAL USE OF CITY OF BASTROP PARKS AND AMENDING APPENDIX A, ARTICLE A1.10 "PARKS" AMENDING AND SETTING FEES FOR VARIOUS USES OF CITY PARKS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

2. Party Making Request: Trey Job Director of Public works, Parks, & Utilities

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

The following amendments to the ordinance are for the purpose of updating new amenities that have been added to the parks system by prior city council approval, and the changes to fee schedule that has been approved by the City of Bastrop Parks board, and Tree advisory committee. Specifically the (Rodeo Arena, Fireman's Parks softball field, & multipurpose fields in Hunters Crossing)

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A X

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 new fee schedule and the changes shown in the attached ordinance.9. Advisory Board: X Approved _____ Disapproved _____ None

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

11. Motion Requested: Make a motion to change the ordinance & fee schedule as shown in the attachment, and place it on the consent agenda for the second reading.

PRELIMINARY DRAFT

2.1.16

ORDINANCE NO. 2016-06

**AN ORDINANCE AMENDING BASTROP CODE OF ORDINANCES, CHAPTER 1
"GENERAL," ARTICLE 1.10 "PARKS" CONCERNING THE COMMERCIAL USE OF CITY
OF BASTROP PARKS AND AMENDING APPENDIX A, ARTICLE A1.10 "PARKS"
AMENDING AND SETTING FEES FOR VARIOUS USES OF CITY PARKS; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Bastrop ("City") owns, controls and maintains a municipal park system, which is financed by the taxes assessed on the citizens of the City of Bastrop and by the fees assessed on the various users of the parks, for various purposes; and

WHEREAS, over the past several years, the City has observed and experienced a growing demand for use of City parks and parklands by a variety of private commercial entities; and

WHEREAS, in order to provide for proper maintenance of the City park system, the City finds that it is necessary to adequately fund such maintenance and operational activities; and

WHEREAS, over the past many months, the City Manager, Parks Board, Public Works Director and City Park staff members have worked to carefully evaluate the various uses and recommendations to the City Council related to the future uses, fees and maintenance of the City Park system, and have formally recommended the changes noted herein below to the City Council; and

WHEREAS, in order optimize public access, use and enjoyment of the City's park system by all users, and to reasonably accommodate the growing demand for organized privately run outdoor vendors, the City has determined that it is in the best interest of the City and its citizens to specify certain areas of the parks for commercial use and to adopt an applicable fee schedule for those various commercial uses and updating use fees for other uses of City Parks.

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

Part 1: Chapter 1: General Provisions, Article 1.10 "Parks," Sections 1.10.001 "Commercial Use of Parks" is hereby added to provide as follows:

Sec. 1.10.003 "Parks Board"

(a) Created; composition; compensation; appointment.

- (1) There is hereby created a parks board of the city to be composed of eight (8) regular members and one (1) special member, for a total of nine (9) voting members. In addition, in their discretion, the parks board may identify and name one minor, who resides within the BISD jurisdiction, to serve on the board as an ex officio, nonvoting youth member of the board. The youth member shall be enrolled in grades 9–12 and serve a term in length identified by the parks board at the time of the youth member's selection, but not to

exceed three (3) consecutive years. The regular and special voting members of the board shall be appointed by the mayor and confirmed by the city council and shall serve without compensation by the city for terms of three (3) years. The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.

- (2) The special member position on the board shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction.
- (3) A minimum of six (6) of the regular members on the board will be persons who reside within the city limits, however two (2) of the regular members may be a person who resides outside of the city limits but within the BISD's jurisdiction.

(b) Terms of members. Each seat on the board will be assigned a "place." Board members' terms of service shall be "staggered," so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., 1/3 of the places will draw for one-year terms, 1/3 of the places will draw for two-year terms, and the remaining 1/3 of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.

(c) Vacancies. In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

(d) Attendance. Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

Section. 1.10.002 Park Rules

(a) Overnight camping; hours when closed. There shall be no person, vehicle, equipment or activity within any publicly owned park or playground within the city limits from 10:00 p.m. to 6:00 a.m. each day, unless an exception to this rule is provided, in writing.

(b) Reserved areas.

(1) Unless controlled by a separate lease agreement, the following areas of the city's public parks may be reserved and a permit obtained either for commercial or noncommercial purposes a minimum of three (3) business days in advance (excluding holidays) of the use on application to the parks department.

- (A) Multipurpose fields in Fisherman's Park and Bob Bryant Park;
- (B) Pavilions in Fisherman's Park and Bob Bryant Park (with associated BBQ's);
- (C) Pavilion in Kerr Park;
- (D) Pavilion in Hunter's Crossing Park;
- (E) Mayfest Park;
- (F) Mayfest Park rodeo arena
- (G) Fireman's Park softball field;
- (H) Hunter's Crossing Park multipurpose field;
- (I) Concession stand at splash pad;
- (H) Jewell Hodges Park; and
- (J) Rusty Reynolds Little League Fields.

In the event of a conflict between the city ordinance and a lease agreement, the terms of the lease agreement shall control.

(2) **Multipurpose fields (noncommercial use).** The noncommercial reservation policies of the multipurpose fields in Fisherman's Park, Hunter's Crossing Park and Bob Bryant Park are as stated below. For purposes of this section and determining whether a fee and reservation is required, a patron shall include all individuals attending the event including, as applicable to the event, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. An area may not be reserved more than three (3) times in one month for a noncommercial use. See section 1.10.003 below for information related to commercial uses of the multipurpose fields and section A1.10.002 of the fee schedule in appendix A for additional information related to fees.

Patrons	Fee	Deposit	Reservation
0-14	None	None	None
15-45	None	Required	Required
46+	Required	Required	Required

(3) **Pavilions (noncommercial use and commercial use).** For reservation of city pavilions a fee and a deposit is required. See section A1.10.002 of the fee schedule in appendix A for additional information related to the applicable commercial and noncommercial uses and fees.

(4) **Concessions stand.** The concession stand at the splash pad located in Fisherman Park shall be available for use by individuals under the age of 17 and for a period of no longer than 14 consecutive days. Parent or guardian adult supervision is required for use of the concession stand. For reservation of the city concession stand a deposit is required. All other concession stand will be handled through a state permit. All individuals who reserve the concession stands shall comply with chapter 4 of this code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees.

(5) **Youth sports leagues.**

(A) Commercially sponsored and/or organized youth league sports play (ages 17 and under) **that require a registration fee for participation** shall contact the parks department for reservations, times, and field designations. All organized youth sports leagues shall submit their schedules to the parks department as soon as possible, but in no event later than 30 days before the first scheduled practice to ensure that a field is available for use at the desired times and locations. Unless otherwise controlled by the terms of a lease agreement, no area of a park is specifically designated or reserved for one organization or youth team and areas will be provided on a first come, first served basis.

(B) No deposit or fee is required for a youth league **that does not collect registration "fees" or "dues"** to reserve an area. However, after the conclusion of an event, the area that was reserved shall be clean and free of trash and debris. In the event an area is not properly cleaned, the entity reserving the area may be prohibited from future use of city parks.

(6) **Tennis courts and basketball courts.** Tennis courts and basketball courts located in city parks shall be used for their intended purposes **only**. ~~may not be reserved, and are on a first come, first served basis.~~ **Activities other than the intended use of the courts will require approval by the parks department, or its designee.**

Deleted: unless

Deleted: a

(7) **Permit.** On receipt of an application to reserve an area in a city park, the parks department, or its designee, will review the application to determine the applicable fee, deposit, and necessary insurance, if any. On approval and payment of same, the city will provide the applicant with a permit stating that the applicant has successfully reserved the area on the requested date.

(8) **Refunds of deposits and fees.** Reservations must be made a minimum of three (3) business days in advance (excluding holidays) of the use. A reservation

is not valid, and a permit will not be issued, until all fees, deposits, and proof of insurance, if necessary, are paid in full to the parks department. Deposits and fees paid in accord with this section may be refunded under the following conditions:

- (A) Full refund of the reservation deposit and fee if the parks department is notified, in writing, of the cancellation not less than seven (7) days prior to the date of use of the reserved area.
- (B) Refund of one-half of the reservation deposit and fee if notice of cancellation is received by the parks department, in writing, between seven (7) days and 24 hours prior to the date of use of the reserved area.
- (C) The reservation deposit and fee will not be refunded if the event is cancelled less than 24 hours before the day of the event.
- (D) The reservation deposit will be returned to the individual or group reserving the area after the event so long as the area being reserved is clean and free of trash and debris at the conclusion of the event. Any damage, cleaning or maintenance required, in the sole discretion of the city and/or the parks department, will be charged against the deposit.
- (E) In the event a field is closed by the parks department (or other applicable city personnel) due to inclement weather or necessary construction or maintenance which causes an event to be cancelled, the reservation deposit and fee will be returned or applied to the "rain date," if an alternative date is sought.
- (F) Exceptions to the deposits and refunds are allowed only on written approval of the city manager.

(9) Tables. Tables in city-owned parks may not be reserved and are available on a first come, first served basis.

(10) Reserved signs. The parks department will be responsible for posting reserved signs at the reserved areas by 8:00 a.m. the day of the event. Reserved signs must include the name of the party and the time and date of the reservation.

(c) Control of park and recreation areas.

(1) The city shall have and shall exercise the power to control all activities, hours of visitation, and days and times in city parks in order to properly protect the citizens of this community. City parks and recreation areas shall be under the direct operation and control of the city manager or his/her designee. In accord herewith, the city manager, or his/her designee, shall be permitted to close the park or field in the event of inclement weather, field conditions, or necessary maintenance or construction which, in his/her sole discretion, renders the field's no playable or is a risk to person or property.

(2) City park and recreation areas shall be open to the public during the hours from 6:00 a.m. to 10:00 p.m. each day, with the exception of the splash pad which

shall be open between 10:00 a.m. and 8:00 p.m. Monday–Sunday beginning the second week of April and ending on Labor Day. Any area of a city park, including the splash pad may be closed by orders of the city manager, or his/her designee, or the park's department, for the purposes of rehabilitation, cleaning, maintenance or general supervision, or upon reservation or general danger to the public. The city manager shall have the authority to vary the splash pad hours and days of operation on request by the parks department.

(3) Permission to use city parks from 10:00 p.m. to 6:00 a.m. may be granted by the city council or the city manager, as directed by city ordinance, at the discretion of the city manager, or his/her designee, and in consideration of the requested use of the park. To request that a park be opened after hours (i.e. 10:00 p.m. to 6:00 a.m.), the parks department must be contacted with sufficient time in advance of the event to determine if a special event application is required or if city council approval is necessary.

(4) The city's police department is charged with the responsibility of supervising and maintaining law and order in city parks. In order to carry out this provision, officers of the police department shall have the authority to make any arrests for violation of any state law or city ordinance. In addition thereto, it is declared that a person commits an offense if he/she enters or remains in a city park, recreation area, or other designated park area, during hours other than those set out hereinabove, without written approval of the city manager or the city council, and the person:

- (A) Had notice that the entry was forbidden; or
- (B) Received notice to depart but failed to do so.

(5) For purposes of this subsection, "entry" means the intrusion of the entire body and "notice" means an oral, written, or demonstrative communication by: (A) the city manager or his/her authorized designee(s) or a city police officer; (B) fencing, gate or other enclosure obviously designed to exclude intruders during the closed hours; (C) signs posted to be reasonably likely to come to the attention of intruders. The director of public works and the park's superintendent are specifically authorized to control and regulate the use of the parks as the city manager's designee.

(6) For purposes of this article, streets and parking in city parks shall be treated the same as any other city streets, and shall be supervised and regulated by the police department in the same manner as all city streets. An individual sitting inside his/her vehicle shall be treated the same as any other individual in the park regardless of whether the vehicle is parked or is being driven.

(7) Special items in city parks.

- (A) Due to the special risks associated with the use of the items listed below an application requesting a special permit to allow the use, and proof of insurance in the amount of \$1,000,000.00 which names the city, and its officers, employees, volunteers, and officials as additionally insured, must

be submitted to the parks department a minimum of three (3) business days (excluding holidays) prior to an event:

- (i) Moonwalks, bouncy castles, or other inflatable play areas;
- (ii) Climbing walls; and
- (iii) Any other item which, at the discretion of the parks department and/or the city manager, poses a unique safety concern.

(B) To avoid the potential removal of an item from the park during an event, it is advisable to notify the parks department of any specialty item a patron wishes to have at an event to confirm if insurance will be necessary.

(8) Sale of food and drink in city parks. The sale of food and drink concessions in the city, including at the concession stand, is strictly prohibited without compliance with article 4.04 of this code, including obtaining a vendor permit and certificate of health inspection, as well as any other applicable state and local permits and licensing.

(9) The refusal of any person to carry out the orders and provisions of this subsection shall be deemed a misdemeanor, punishable by a fine as provided for in section 1.01.009 of this code.

(d) Prohibited activities.

(1) Horses and farm animals are strictly prohibited in city parks, unless permitted pursuant to a special events permit or approved by the parks department and the city council, as applicable, in advance of the use.

(2) Jumping, diving, wading into waterways. It is an offense and a violation of this subsection for any person to enter a river, stream or waterway by jumping, diving or doing any other dangerous act on or off any bank, bridge, street, highway, or appurtenance of publicly owned land, city park or public right-of-way. It shall likewise be illegal for any person to jump, dive or do any other dangerous act from trees, platforms, high banks, dams or other walkways to enter streams, rivers, or waterways along, over or a part of public property or public right-of-way, including in a city park.

(3) Inflatable, plastic or other types of portable pools.

(4) Slip-n-slides (exceptions may be made for individual "family" size slides, on approval by the city's parks department).

(5) Sprinklers (hoses may be used for cleaning purposes only).

(6) No feeding wildlife including waterfowl such as ducks or geese and all other indigenous species native to the city.

(e) Swimming or wading in Colorado River.

(1) It is an offense and a violation of this subsection for any person, child or adult to enter, wade, swim, or engage in any aquatic activity in any portion of the Colorado River in the city parks.

(2) Exception: The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe or any other flotation device upon waters of the Colorado River.

(f) Littering. It shall be unlawful for any person to throw, deposit, place or drop loose paper, cans, bottles, sacks, boxes, cloth, waste materials, or any kind of rubbish on or alongside any roadway, body of water, playground or recreation area of the riverfront- all park land within the city limits.

(g) Operation of vehicles.

(1) Prohibited areas. It shall be unlawful for any person to drive any motor-driven vehicle into, along or across any grassy area of a city park which is owned, operated or maintained by the city except upon public roadways maintained by the city for the operation of such vehicles. No such vehicles shall be driven upon any hike-bike trail, footpath, or foot bridge spanning a creek or stream located therein. This subsection shall not apply to vehicles being used strictly for the purpose of loading and unloading freight therein or in the construction, maintenance or repair of said public parks, public playgrounds or public recreation areas which are owned or maintained by the city.

(2) Speed limit. It shall be unlawful for any person to operate any vehicle on any street, drive, roadway, or surface within any city park property at a speed greater than twenty (20) miles per hour.

(3) Parking. No person shall park a vehicle upon any public roadway, city-owned or -maintained park lands, public playground or public recreation area which is owned, operated or maintained by the city for the principal purpose of:

(A) Displaying such vehicle for sale;

(B) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.

(4) Barricades authorized. The parks board is hereby authorized and directed to install barricades at the designated locations to prohibit vehicle traffic on designated streets.

(h) Alcoholic beverages. Possession, use or consumption of any alcoholic beverage, as defined in the Texas Alcoholic Beverage Code, now or as amended, within the area of the city parks shall conform with the laws of the city and the state.

(i) Destruction of trees and plants. It shall be unlawful for any person to willfully pick, pull, pull up, tear up, dig up or out, mutilate, break, bruise, injure, burn, remove, carry away, or destroy any tree, shrub, plant, vine, flower, moss, foliage, berries, fruit, grass, turf, humus, cones, or dead or downed wood, except by written approval issued by the parks board for scientific or educational purposes.

(j) Glass containers. It shall be considered a misdemeanor offense for anyone to exhibit, use, carry, or dispose of glass beverage containers in all city parks which have adjacent areas by rivers, lakes, and streams within the city limits. (Ordinance 2010-13 adopted 6/8/10)

(k) Weapons, firewood or dangerous items. The use or display of any weapons, firearms, knives, firewood or any other dangerous item is prohibited without prior written consent of the parks board, unless otherwise permitted by applicable State law(s).

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Section 1.10.003 Commercial Use of Parks

(a) Definitions:

(1) Commercial use. A use which is undertaken for a business purpose and for which a fee is collected. This definition specifically includes organized adult **and youth** sports leagues, teams, or groups where "fees" or "dues" are collected in order to participate in an activity and nonmembers are prohibited from joining the activity. ~~In accord with section 1.10.002(b)(5), for purposes of this section and the corresponding fee schedule, unless otherwise controlled by a lease agreement, youth sports leagues are not considered a "commercial use" and are excluded from payment of a fee or deposit.~~

(2) **Non-Commercial Use.** A use which is undertaken for a recreational purpose with no intention to gain commercial advantage and/or monetary compensation. The participation of patrons are not required to pay "dues" or "fees" while participating in a organized program, such as sports leagues, teams, or groups.

(3) General course/class. A class that meets regularly for a certain specific period of time which is organized for the purpose of teaching individuals and/or their pets a hobby, skill, or for other enjoyment or exercise and for which the owner or operator is paid a fee or for which "dues" are collected, including dog (or other pet) training classes.

(b) Permit required. Persons or entities shall not conduct the commercial sale or offer to sell any item nor render or offer to render any commercial service for hire, including coaching or organizing a commercial sports event, at any park or other location in the city without obtaining a reservation and a commercial use permit properly issued by the city's parks department. Examples of activities or services in city parks which may qualify as commercial uses include boot camps, yoga, dog training, organized adult sports leagues, fitness professionals, meditation groups, and running clubs.

(c) Fees and deposits.

(1) The parks department reserves the right to increase any fees, deposits or insurance, or to require additional assurances in the event an activity poses a unique safety concern or would be detrimental to the park or the citizens of the city. See section A1.10.002 of the fee schedule in Appendix A of this code for information regarding city fees and deposits for commercial uses.

(2) All fees and reservations for commercial uses shall be made through the parks department. Fees and security deposits shall be made only by cash or check. Once the applicable fee and deposit is paid, a permit to conduct the requested activity, class or course will be issued. A failure to comply with any of the terms set forth herein will subject the applicant to loss of the deposit.

(3) Additional information regarding refunds of fees and deposits for commercial uses shall be as stated in section 1.10.002(b)(8).

(d) Waitlist for commercial use and other restrictions.

(1) The parks department shall maintain a "waitlist" of individuals or entities who wish to use the city parks for a commercial use. The maximum amount of time an applicant may continuously reserve space in a city park for a commercial use, as shown on the permit received by the parks department, is ten (10) weeks per six (6) months. Once the ten (10) weeks has been utilized, and six (6) months have passed, the applicant may notify the parks department that he/she would like to be placed back on the waitlist to apply for an additional ten (10) week period. At the discretion of the parks department, if there is no other individuals on the wait list, an applicant may immediately renew their ten (10) weeks of commercial use.

(2) The maximum number of patrons who may utilize Fisherman's Park at one time for a commercial use is 500. The maximum number of individuals who may utilize Bob Bryant Park for a commercial use at any one time is ~~250~~ 500. The maximum number of individuals who may utilize Hunter's Crossing Park for a commercial use at any time is ~~400~~ 250. For purposes of calculating the restrictions set forth herein, a patron shall include all individuals attending the event including, as applicable, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents.

(3) The city council shall have the right to vary the above restrictions in its discretion when in the best interest of the city and its citizens.

(e) Location and time of certain activities restricted.

(1) Dog trainers who use the park for commercial use purposes are prohibited from using any area other than the Bark Park located on Grady Tuck Avenue to conduct training classes.

(2) Unless otherwise stated herein, commercial use of a city park is restricted to the hours from 6:00 a.m. to 10:00 p.m. specific written permission must be secured from the parks board, for additional hours.

(f) Insurance. The individual or entity involved in a commercial use of the park shall provide proof of insurance to the city in the amount of \$250,000.00 which names the city, and its officers, employees, volunteers and officials as additionally insured. Proof of insurance must be received by the parks department prior to the issuance of a commercial use permit.

Part 2: Related to Setting Fees for use of City Parks:

APPENDIX A – ARTICLE A1.10 PARKS

Section A1.10.002 Parks

(a) Noncommercial fees and deposits.

(1) Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.

	Number of Patrons	Fee	Deposit
	Less than 100	\$35.00 \$50.00	\$50.00
	101-300 101-200	\$90.00 \$100.00	\$200.00 \$150.00
	201-300	\$150.00	\$250.00
Special event permit required	Greater than 300	\$400.00	\$600.00
	Concessions stands*	\$0.00	\$50.00

* The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fees may apply (see chapter 4 of this code).

(2) Multipurpose fields. Schedule for noncommercial fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.

Number of Patrons	Fee	Deposit
0-45 0-100	\$50.00	\$75.00 \$100.00
46-100 101-300	\$75.00	\$150.00
101+ 301-500	\$100.00	\$300.00 200.00

(3) Additional park amenities fees non-commercial use.

Facility/Amenity	Fee	Additional Fee Rates & Information	Additional Fee Rates & Information	Deposit
Softball fields (daily/practice use)	\$20.00 per hour	Additional lighting fee	\$10.00 per hour (from 6pm-10pm)	\$50 flat fee
Softball fields (tournament use)	\$150.00 per day	Additional lighting fee	\$10.00 per hour (from 6pm-10pm)	\$100 flat fee
Sand volleyball court	\$20.00 \$40.00 per 4 hour block	All day rental No lighting available	\$80.00 (does not include lighting)	
Pier/scenic outlook	\$35.00 \$40.00 per 4 hour block	Additional seating Seating at additional cost	\$2.00 per chair	
Tennis & Basketball courts	\$20.00 \$40.00 per 4 hour block	All day rental Limited lighting available	\$80.00 (does not include lighting) \$10.00 per hour (from 6pm-10pm)	
City Staff	\$25.00 per hour	Required with 100+ patrons	If additional equipment is required standard FEMA rates apply.	
Barricades	Type I \$3.00 ea.	Type II \$10.00 ea.	Type III \$20.00 ea.	
Cones	24-36" \$1.00 ea.	48" \$ 2.00 ea.		

(b) Commercial fees and deposits.

(1) Pavilions (including BBQ pits when available). Schedule for commercial use fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.

	Number of Patrons	Fee	Deposit
	Less than 100	\$75.00 \$100.00	\$150.00 \$200.00
	101-300 101-200	\$150.00 \$200.00	\$300.00 \$300.00
	201-300	\$300.00	\$400.00
Special event permit required	Greater than 300	\$400.00	\$600.00

(2) Multipurpose fields. Schedule for commercial use fees and deposits for the multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.

Number of Patrons	Fee	Deposit
0-45 0-100	\$100.00	\$200.00
46-100 101-300	\$250.00	\$400.00
101+ 301-500	\$500.00 \$400.00	\$600.00

(3) Additional park amenities fees commercial use.

Facility/Amenity	Fee	Additional Fee Rates & Information	Additional Fee Rates & Information	Deposit
Softball fields (daily/practice use)	\$250.00 per day \$30.00 per hour	Additional lighting fee	\$10.00 per hour (from 6pm-10pm)	\$100 flat fee
Softball fields (tournament use)	\$250.00 per day	Additional lighting fee	\$10.00 per hour (from 6pm – 10pm)	\$200 flat fee
Sand volleyball court	\$25.00 80.00 per 4 hour block	All day rental No lighting available	\$80.00 (does not include lighting)	
Pier/Scenic outlook	\$45.00 80.00 per 4 hour block	Additional seating	\$3.00 per chair	
Tennis & Basketball courts	\$25.00 80.00 per 4 hour block	All day rental Limited lighting available	\$10.00 per hour (from 6pm-10pm)	
City Staff	\$25.00 per hour	Required with 100+ patrons	If additional equipment is required standard FEMA rates apply	
Barricades	Type I ea. \$5.00	Type II ea. \$20.00	Type III \$25.00 ea.	
Cones	24-36" ea. \$2.00	48" ea. \$ 4.00		

(4) The fees and deposits provided for in this section are for one ten (10) week period of the commercial use. Each ten (10) week period shall require a new fee and deposit.

(c) **Rodeo Arena Rental Fees.**

Rental Fee	Security Deposit
\$200 per day – includes lighting	\$400 for entire event
\$50 per 4 hour block before dark	\$100 per 4 hour block
\$100 per 4 hour block after dark	\$200 per 4 hour block

Services requested during event	Fee Schedule
Arena dirt work by city crew	\$50.00 per hour (tractor, drag)
City staff (litter, assistance, etc.)	\$20.00 per hour per person
Electricity for arena lights	\$10.00 per hour
Water for arena dirt work	\$5.00 per 1,000 gallons
RV and/or campsites with hook-ups	\$35.00 per day (includes electricity and water)
Concession stand/kitchen	See concession stand agreement

(d) Youth sports league. All organized youth sports leagues shall submit their schedules to the parks department as soon as possible, but in no event later than thirty (30) days before the first scheduled practice to ensure that a field is available for use at the desired times and locations. Unless otherwise controlled by a lease agreement, no area of a park is specifically designated or reserved for one organization or youth team and areas will be provided on a first come, first served basis.

Deleted: c

Deleted:

(e) **Dog training.**

Dog Training Classes in Bark Park Only	Fee	Deposit
Per/class	\$20.00 \$25.00	\$50.00

Deleted: d

Deleted: e

Refunds of deposits and fees. In accord with section 1.10.002(b)(8), deposits and fees may be refunded as follows:

(1) Reservations must be made a minimum three (3) business days in advance (excluding holidays) of the use. A reservation is not valid, and a permit will not be issued, until all fees, deposits, and proof of insurance, if necessary, are paid in full to the parks department.

(2) Deposits and fees paid in accord with this section may be refunded under the following conditions:

(A) Full refund of the reservation deposit and fee if the parks department is notified, in writing, of the cancellation not less than seven (7) days prior to the date of use of the reserved area.

(B) Refund of one-half of the reservation deposit and fee if notice of cancellation is received by the parks department, in writing, between seven (7) days and 24 hours prior to the date of use of the reserved area.

(C) The reservation deposit and fee will not be refunded if the event is cancelled less than 24 hours before the day of the event.

(D) The reservation deposit will be returned to the individual or group reserving the area after the event so long as the area being reserved is clean and free of trash and debris at the conclusion of the event. Any damage or maintenance required, in the sole discretion of the city and/or the parks department, will be charged against the deposit.

(E) In the event a field is closed by the parks department (or other applicable city personnel) due to inclement weather, construction and/or maintenance which cause an event to be cancelled, the reservation deposit and fee will be returned or applied to the "rain date."

(F) Exceptions to the above are allowed only on written approval of the city manager.

(g) Application to parks department (commercial and noncommercial use). An application for a reservation and permit may be obtained from the parks department. All fees and deposits shall be paid in person by separate checks or cash from 7:00 a.m. until 3:30 p.m. (except city holidays). There will be a \$25.00 service charge for all returned checks. The person or organization reserving an area of a city park, including a pavilion, is responsible for the enforcement of city policies during the event and for the activities and behavior of the individuals at the event.

Deleted: f

(h) General rules (commercial and noncommercial use). Fees and deposits must be paid at the time the reservation is made or a permit will not be issued by the parks department for the use. This includes the use of a BBQ pit. There is no additional fee for use of the BBQ pit, but the renter will be required to pick up and return the required key from the parks department. Failure to return the key within seven (7) days after the event will cause the deposit to be forfeited. In the event of improper use of a city park or facility, or if the user fails to clean and restore city parks and facilities to the same condition in which they found them, the park's department, in its sole discretion, reserves the right to prohibit future use by that person or entity.

Deleted: g

(i) Special events. A request to use a park, or a portion of a park, or an application for a significant use that is likely to result in a substantial impact on the park, facilities, or public safety services must seek a special event permit in accord with article 4.06.

Deleted: h

(d) Exceptions. The fees and deposit described herein do not apply to the following local governmental entities which provide reciprocal privileges to the city: Bastrop Independent School District, the county, and the Lower Colorado River Authority. However, if such entities wish to close a city park, or if such use will result in a substantial impact on the park, facilities, or public safety, or the entity will charge admission fees to an event, such entities will be required to obtain a special event permit. In addition, the entities will be required to clean and restore city parks and facilities to the same condition in which they found them. Failure to do so will result in a claim by the city against the entity for the actual costs, including administrative costs, of restoring or repairing city property. In accord with general city policy, nonprofit organizations that can demonstrate proof of nonprofit status will receive a 15% discount.

Deleted: i

Part 3: All other provisions of Chapter 1, Article 1.10 "Parks" that are not amended hereby shall remain in full force and effect.

Part 4: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable hearing and publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

READ and Approved on First Reading on the 8th day of March, 2016.

READ and Adopted on Second Reading on the ____ day of _____, 2016.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Law Office of JC Brown, PC
Jo-Christy Brown, City Attorney

City of Bastrop

Agenda Information Sheet:

City Council Meeting Date:



March 8, 2016

AN ORDINANCE AMENDING BASTROP CODE OF ORDINANCES, CHAPTER 1 "GENERAL," ARTICLE 1.10 "PARKS" CONCERNING THE COMMERCIAL USE OF CITY OF BASTROP PARKS AND AMENDING APPENDIX A, ARTICLE A1.10 "PARKS" AMENDING AND SETTING FEES FOR VARIOUS USES OF CITY PARKS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Item Summary: The Parks ordinance and fee schedule has been amended to include some of the park amenities that have been added to the parks system i.e. the rodeo arena, Fireman's park ball field, etc.... all fees have been approved by the Parks board, and have been brought to council for final approval.

City Contact:

Trey Job – Director of Public Works & Utilities

Attachments:

Ordinance and Fee schedule

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 1, 2016

MEETING DATE: March 8, 2016

- 1. Agenda Item: Consideration, discussion and possible action for allocation of additional funds for the Chestnut fire station improvements.**

2. Party Making Request: Trey Job Director of Public works, Parks, & Utilities

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

The Original estimate received for the fire station repairs was 81,239.00, however now that we have a new full time fire chief on board other defects, and considerations for construction were brought to light. The increased amount of work will allow the contractor to make the repairs to the building in a manner that will keep the fire station secure while work is being performed, some upgrades include increased structural material, new insulation, and minor electrical work. The existing brick on the planters, and the statue of our heroic fire fighters will be replaced too.

4. Policy Implication: _____

5. Budgeted: X Yes No N/A

Bid Amount: \$ 133,550

Budgeted Amount: \$73,500.00

Under Budget: _____

Over Budget: \$60,050.00

Amount Remaining: _____

6. Alternate Option/Costs: _____

- | 7. Routing: | NAME/TITLE | INITIAL | DATE | CONCURRENCE |
|-------------|------------|---------|------|-------------|
|-------------|------------|---------|------|-------------|

- a) _____
b) _____
c) _____

8. Staff Recommendation:

Recommend increasing the fund amount to improve the entire fire station grounds to include the structural upgrades, new lighting, new awnings, and additional CMU work on the existing brick façade'.

- | | | | |
|--------------------|----------|-------------|------|
| 9. Advisory Board: | Approved | Disapproved | None |
|--------------------|----------|-------------|------|

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

11. Motion Requested: I make a motion to have the City manager, make the necessary amendments from surplus fund balance to make the necessary improvements to the Fire station located at 802 Chestnut.

City of Bastrop

Agenda Information Sheet:

City Council Meeting Date:



March 8, 2016

Consideration, discussion and possible action for allocation of additional funds for the Chestnut fire station improvements.

Item Summary: Approximately two years ago the brick on the chestnut fire station began to fail, once the cause was determined. Funds were allocated and settlements received, the fire station improvements began, the roof was replaced in fiscal year 2015, and funds were allocated for FY 15-16 to make the necessary façade improvements. The engineers estimate was \$81,239.00. However after discussion with the architect, and the hiring of a new fire chief other deficiencies were discovered. Some structural components were added to the framing of the building to decrease deflection, that requires removal of old insulation and installing new insulation, other improvements include new CMU for the planter boxes, statue base, and new lighting, and some minor electrical.

City Contact:

Trey Job – Director of Public Works & Utilities

Attachments:

Elevation & Bid



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



"EXHIBIT A"

ROOFING MATERIAL AND SERVICES PROPOSAL

**Bastrop Fire Station
City of Bastrop
802 Chestnut Street
Bastrop, TX 78602
Date Submitted: 3/4/2016 revised
Proposal #: 25-TX-160148
MICPA # 14-5903**

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement.

Scope of Work:

1. Demolition:

Demo (complete) West wall:	\$	5,130
Demo (partial) South wall:	\$	3,078
Demo planter box and remove brick veneer on monument sign:	\$	992

2. Framing:

Frame West wall with 6" (18ga) metal studs, with 5/8" DensGlass and R-19 insulation:	\$	17,442
Frame (infill between girts) South wall with 6" (18ga), with 5/8" DensGlass and R-19 insulation. Additional 10" girts as required:	\$	8,835

3. New CMU Planter:

\$ 2,155

4. Painting:

Paint Overhead Door:	\$	2,622
----------------------	----	-------

5. Masonry System (ATX Masonry):

\$ 73,547

Add brick veneer to planter with limestone cap, ADD:	\$	2,071
Add brick veneer to monument with limestone cap, ADD:	\$	2,742

6. Metal Coping:

Remove and reinstall for waterproofing:	\$	4,988
---	----	-------

7. Electrical:

Re-route electrical on the interior West wall.:	\$	2,494
Replace exterior lights with LED Lights:	\$	3,466

8. Awnings:

Approximately 5'x12' metal awning matching metal on building. \$ 3,990

Total Proposal Price	\$ 133,550
-----------------------------	-------------------

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Bryan Taylor

Bryan Taylor
Garland/DBS, Inc.
(216) 430-3689

**CONTRACT FOR
JOB #25-TX-160148**

**BETWEEN CITY OF BASTROP FIRE STATION AND GARLAND/DBS, INC. FOR
NORTH ELEMENTARY SCHOOL ROOFING PROJECT.**

- 1.) This CONTRACT is made at **Cuyahoga County** as of March 4, 2016 ("Effective Date"), by and between the **City of Bastrop Fire Station** located at **1311 Chestnut, Bastrop, TX 78602** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **City of Bastrop Fire Station Masonry Project** located at **802 Chestnut Street, Bastrop, Texas**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") and the original proposal # **25-TX-160148** dated **3/4/16** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **60 days** thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$133,550** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the

Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Trey Job**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$133,550** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **City of Bastrop** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a

proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suite, or other litigation arising under this agreement shall lie in the courts of **Cape Girardeau County, Missouri**. In the even legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

CITY OF BASTROP, TEXAS

1. _____

By: _____

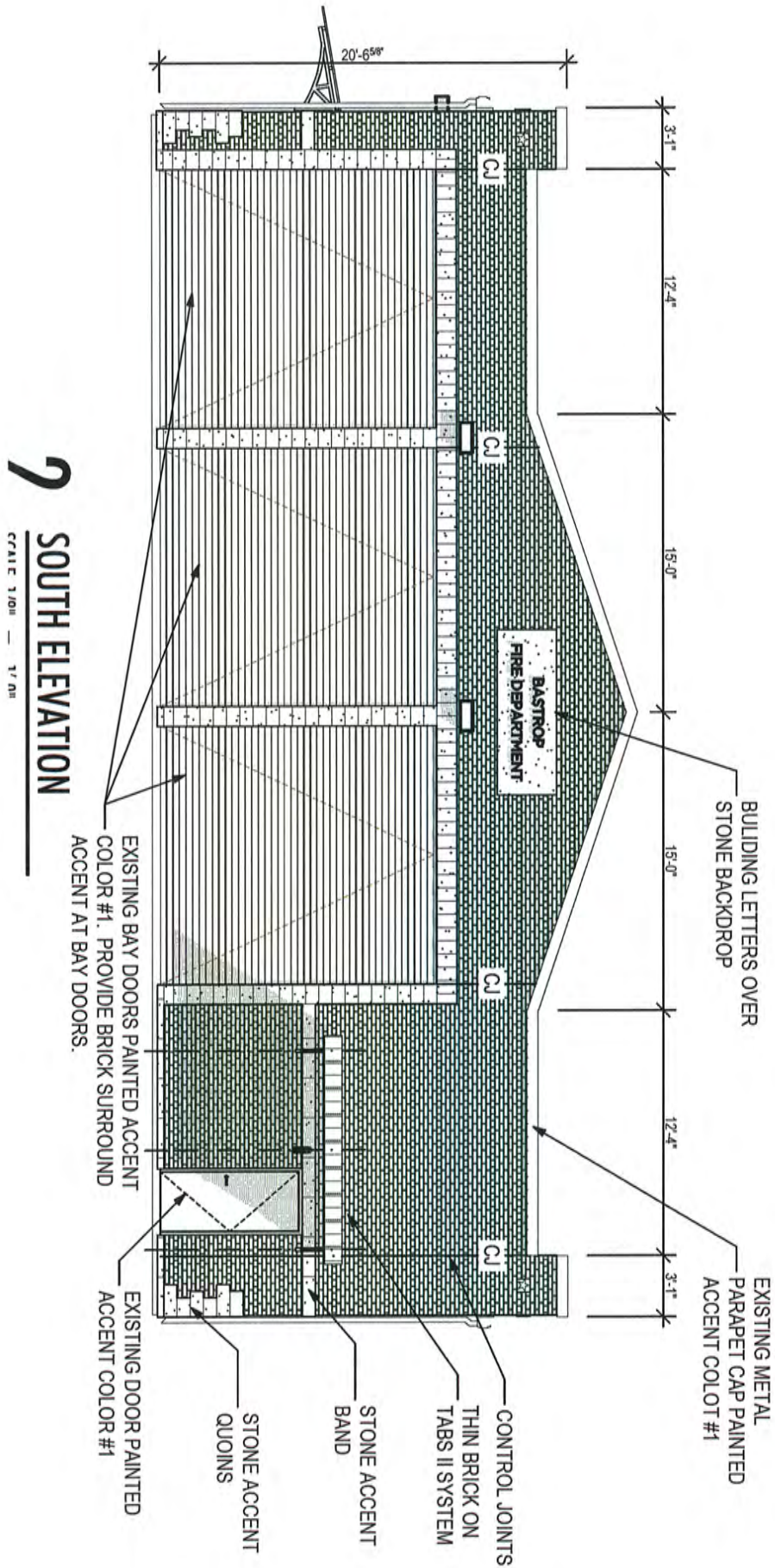
2. _____

Date: _____

And

By: _____

Date: _____



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: March 3, 2016MEETING DATE: March 3, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AN APPROVAL OF A PROPOSAL FROM "BEFCO ENGINEERING" TO PERFORM ENGINEERING SERVICES FOR CERTAIN WATER SYSTEM IMPROVEMENTS INCLUDING: 1.) THE DESIGN OF ELEVATED WATER STORAGE TANK TO BE LOCATED ON THE WEST SIDE OF THE CITY OF BASTROP, 2.) DESIGN OF NEW SIXTEEN-INCH (16") WATER MAIN APPROXIMATELY 5,700 FEET IN LENGTH FROM THE SOUTH SIDE OF SH 71 NEAR LOST PINES TOYOTA TO PROPERTY OWNED BY THE CITY OF BASTROP AT THE INTERSECTION OF SH 71 & SH 20 AND 3. A NEW SIXTEEN-INCH (16") WATER MAIN FROM ON THE NORTH SIDE OF SH 71 FROM THE INTERSECTION OF SH 71/SH 95 CROSSING THE COLORADO RIVER AND TYING INTO THE TWELVE-INCH (12") EXISTING WATER MAIN AT ESKEW STREET.

2. Party Making Request: Michael H. Talbot

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

This project was discussed at the City Council planning retreat on January 23, 2016 and was included in my "City Manager Report of February 25, 2016. I have included the portion of my City Manager's report regarding this item for review by the City Council as well as some additional maps. At the February 25, 2016 City Council meeting the Council was presented with the FY-15 annual audit. The Water & Wastewater Fund ended the year with a very favorable balance and has sufficient funds available to pay for the engineer services. If the Council approves this work Tuesday evening I will prepare the necessary budget amendment for the next Council meeting to held be on March 22, 2016.

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. Action Taken: _____



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

March 1, 2016

Mr. Mike Talbot
City Manager
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

RE: City of Bastrop
Water Improvements Proposal (Elevated Storage Tank & 16" WL)
BEFCO Job No. 15-6497

Dear Mike:

BEFCO is pleased to submit a proposal for performing engineering services associated with the water improvements project along SH71, as shown on the attached drawing, in the City of Bastrop. The proposal will include the following services:

A. Scope of Project

- Lay a new 16" water line (5,800 feet) from the 12" crossing of SH 71 on the west side of the 71/95/21 intersection near BUC-EE'S and extend the 16" water line along SH 71 crossing the Colorado River and tie into the 12" water line at Eskew Street;
- Lay a new 16" water line (5,700 feet) on the south side of SH 71 near Lost Pines Toyota and extend along SH 71 to the property owned by the City of Bastrop at the intersection of FM 20 and SH 71; and,
- Build a new elevated storage tank (EST) on the City of Bastrop property at FM 20 and SH 71.

B Design Activities

- BEFCO will provide a topographic and river crossing survey of the project area;
- All work will utilize State Plane datums for horizontal and vertical control;
- BEFCO will develop plans showing existing topographic features, manhole locations, water features, and other improvements;
- BEFCO will secure TxDOT permits and river crossing permits, if needed;

- BEFCO will meet with staff to review the preliminary plans and solicit comments (3 meetings);

C. Pre-Construction Activities

- BEFCO will prepare contract documents for soliciting bids;
- BEFCO will conduct a pre-bid conference for the project;
- BEFCO will assist in preparation of addendums required for bidding process;
- BEFCO will conduct the bid opening and prepare bid tabulation for recommendation to the Bastrop City Council;

D. Construction Activities

- BEFCO will prepare the contract documents for execution by the contractor and City and conduct a pre-construction meeting;
- BEFCO will conduct periodic inspections and visit with staff regarding construction issues (10 visits);
- BEFCO will attend periodic Public Works meetings (4 meetings);
- BEFCO will contract with tank inspector for the EST to inspect all the various aspects from welding to coating system;
- BEFCO will review and approve monthly pay requests from the contractor;
- BEFCO will prepare and process Change Orders;
- BEFCO will perform a walk-through of the project to develop a punch list and beginning of the warranty period;
- BEFCO will finalize the project with the certificate of completion, final bill, and the affidavit that all bills have been paid by the contractor;
- BEFCO will submit to the City a set of record drawings and CD for future use;

E. The following items are not included in this proposal:

- Geotechnical Engineer's borings, testing and reports. (City has contracted)
- Advertising for the project in the official paper.

- Resident Inspection is to be furnished by the City.
- Any outside testing, such as concrete, etc.

F. Basis of Compensation

Compensation for extra services performed in this Proposal shall be based on direct salary cost of personnel, plus reimbursement of direct expenses. Salary cost will be billed at the following rates:

Principal	\$120/hr
Design or Field Engineer	\$110/hr
Registered Public Land Surveyor	\$100/hr
Technician	\$90/hr
Survey Crew	\$90/hr
Three-Man Survey Crew	\$115/hr
Two-Man Survey Crew / Incl. RPLS	\$130/hr
Three-Man Survey Crew / Incl. RPLS	\$145/hr
GPS Equipment	\$35/hr
Robotic Equipment	\$10/hr
Special Services or Expenses	Cost Plus 15%
Clerical	\$45/hr

G. The total cost for the base fee proposal is:

Water Improvements — 16" water line and Elevated Storage Tank (EST). See attached drawing.

Design / Surveying	\$ 250,000.00
Pre-Construction	\$ 16,000.00
Permits	\$ 20,000.00
Construction	\$ 44,000.00
EST Inspection	\$ 35,000.00
Close Out	\$ 15,000.00
Total	<u>\$ 380,000.00</u>

All additional services and reimbursable expenses incurred will be billed to City of Bastrop for payment.

The total cost for the base fee proposal shall not exceed \$380,000.00, without prior approval. **Reimbursables** will be invoiced in addition to this amount. All payments are due within 30 days of receipt of invoice. City of Bastrop will be billed on a monthly basis.

H. Estimated Schedule and Project Budget

It is anticipated that the **Design Phase** of this project will be completed within one-hundred fifty (150) working days from the execution of this contract, depending on survey requirements. However, additional time may be required if approvals by the City of Bastrop, TxDOT, Corp of Engineers or other landowners are delayed due to unforeseen circumstances.

As of the date of this Agreement, City of Bastrop's Design & Construction Project budget is **\$ 4,700,000**. City of Bastrop agrees to promptly notify BEFCO if City's schedule or project scope changes due to unforeseen circumstances. City of Bastrop acknowledges that significant changes to the Project schedule, budget or scope may require Additional Services of BEFCO.

I. Client's Responsibilities

City of Bastrop agrees to advise BEFCO of any known or suspected contaminants at the Project site. Soil testing has been performed as needed by an outside consultant hired by the City.

City of Bastrop will obtain and pay for all necessary permits from authorities having jurisdiction over the project. BEFCO will assist City of Bastrop with this obligation by completing and submitting appropriate paperwork and forms to governing authorities (TxDOT, Corp. of Engineers and others).

J. Limited Construction Phase Services

Periodic construction inspection services will be provided by the Project Engineer to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. However, it should be noted that any concerns will be brought to the Contractor.

The City of Bastrop will provide resident inspection of this project. Construction meetings will be held on a routine basis at the City's Public Works meeting (4).

K. Indemnification

City of Bastrop agrees to indemnify, defend and hold BEFCO harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by BEFCO's negligent errors or omissions.

L. Termination

Either City of Bastrop or BEFCO may terminate this Agreement upon seven days written notice. If terminated, City of Bastrop agrees to pay BEFCO for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

M. Approval/Acceptance

BEFCO proposes to perform the services listed above for \$380,000. If you have any questions, please advise. I am thanking you and the City for continued confidence and support.

Accepted:

BEFCO Engineering, Inc.

By 
Gene Kruppa, President

Date March 1, 2016

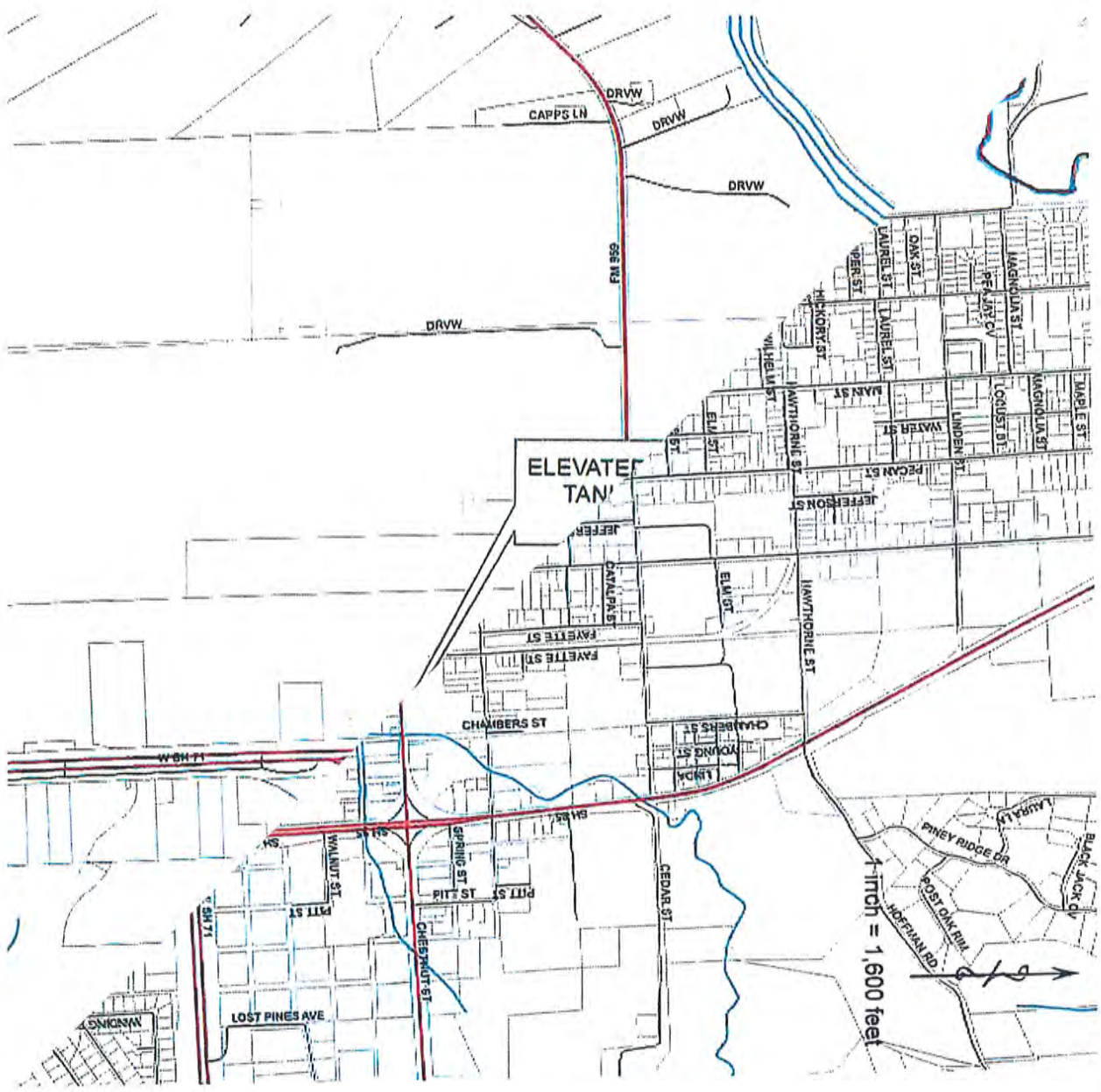
Accepted:

City of Bastrop

By _____
Michael H. Talbot, City Manager

Date _____





Update on the "Elevated Water Storage Facility" on the West Side of Bastrop: In December, as well as at the City Council "Planning Retreat" in January, I discussed with the City Council the importance of constructing an "Elevated Water Storage Facility" on the west side of the City in the future. As I have previously discussed with Council, this is an important component to be included to improve the City's overall water system and to consider when reviewing various alternatives and opportunities to improve the operating efficiency and effectiveness of the City's water system. An alternative that consistently rises to the top of potential proposed improvements to enhance the City's overall water distribution system are the improvements illustrated on **the attached maps**. These improvements involve two major capital projects. To obtain optimal improvement to the City's water system, **it would be necessary to undertake both of these projects** in conjunction with one another. The first project would be the construction of a sixteen-inch (16") water main, that would run from the northwest corner of S.H. 71/S.H. 95, westward across the Colorado River to connect with the City's water system at a location near Eskew Street. The second project would be the extension of a water line [minimum size of 12"] which would run from Bear Hunters Drive, on Hwy 71, westward to the site of a newly constructed elevated storage tank on S.H. 20, and the construction of the newly constructed elevated storage tank, being a one million gallon (1 mg) capacity tank located on the S.H. 20 site, that the City has already acquired for this purpose. The improvements to the City's water distribution system would be as follows:

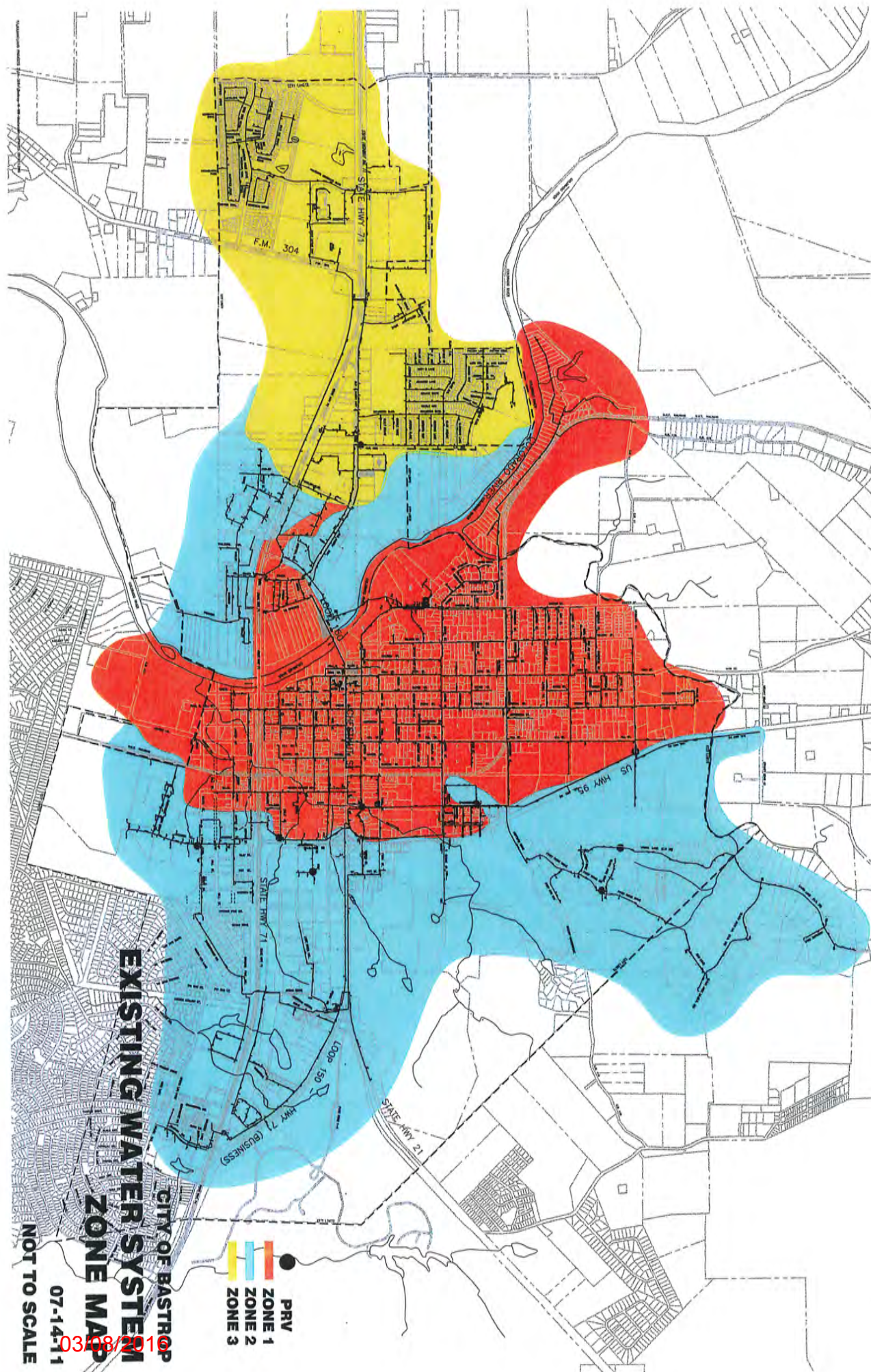
- The number of pressure planes in the City's water distribution system would be reduced from three (3) down to two (2). This reduction in the number of pressure planes would greatly enhance a more consistent regulation of water pressure in the City's water distribution system. This would also have the effect of greatly reducing 'dirty water calls' and further enhance the operation of the City's groundwater well system.
- These components, when completed and put into service, would also greatly enhance water pressure for fire protection, especially in the west side of the City. This is an especially important to potential "Retail Development" that are required to do "Fire Flow Test" to ensure that adequate water pressure is available to fight a fire, but also operate the sprinkler system for the larger retail stores. To date, this has not been a critical problem, but as our growth continues in the west, it will be more difficult to meet required water pressure for these potential retail stores desiring to locate in that corridor of growth.
- The installation of a second water main would augment the redundancy of water service and supply to the west side of the City, thereby greatly enhancing reliability of service. (There is currently only one major water main serving the west side of the City.)
- The mere fact an adding a million gallon "Elevated Water Storage Facility" will also increase the City's water supply by adding additional storage capacity.

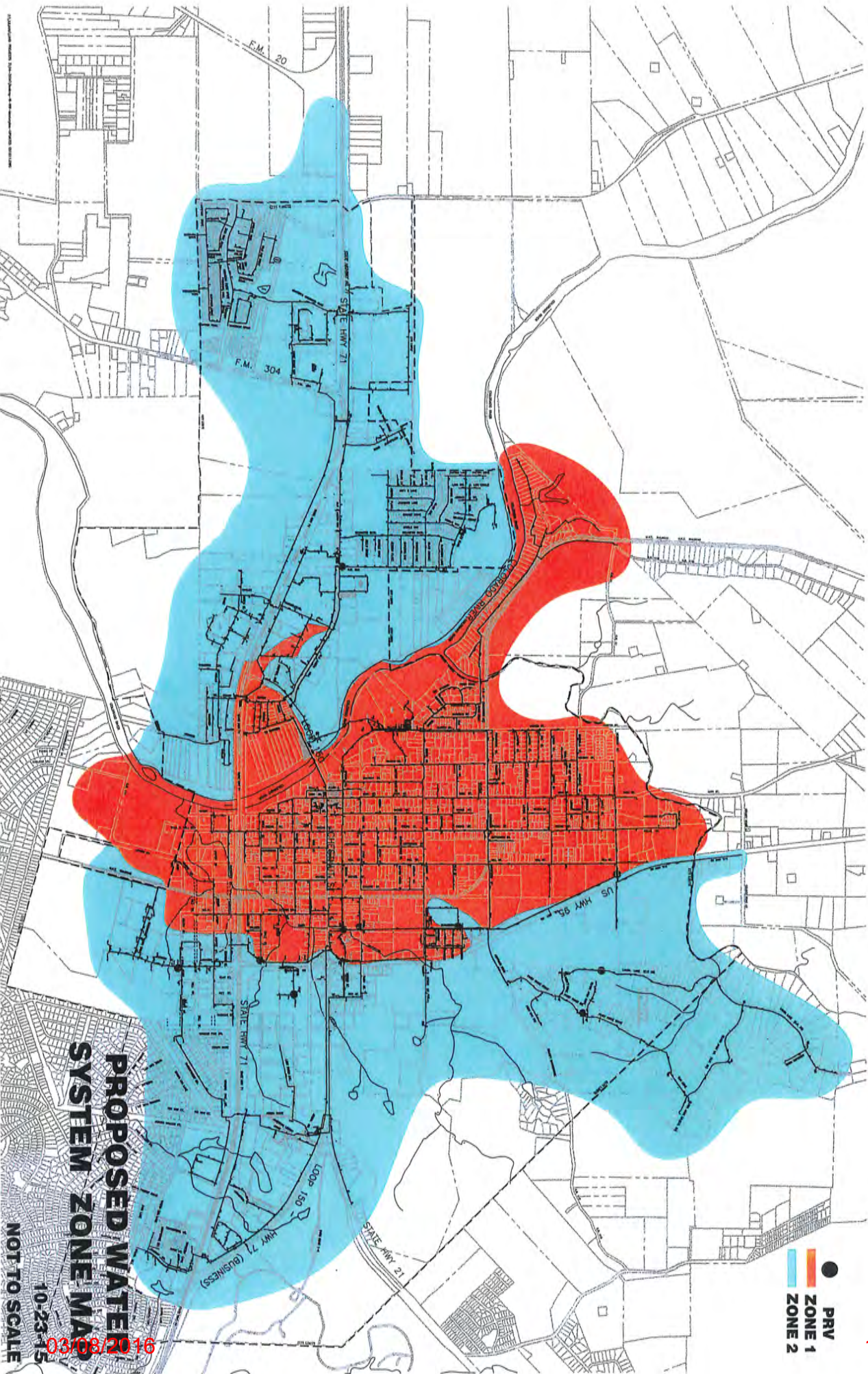
Tuesday evening the Council will be reviewing the annual audit for FY-15. I believe that you will find that the City ended FY-15 with a very favorable fund balance in the "Water & Wastewater Fund." The construction of the above noted

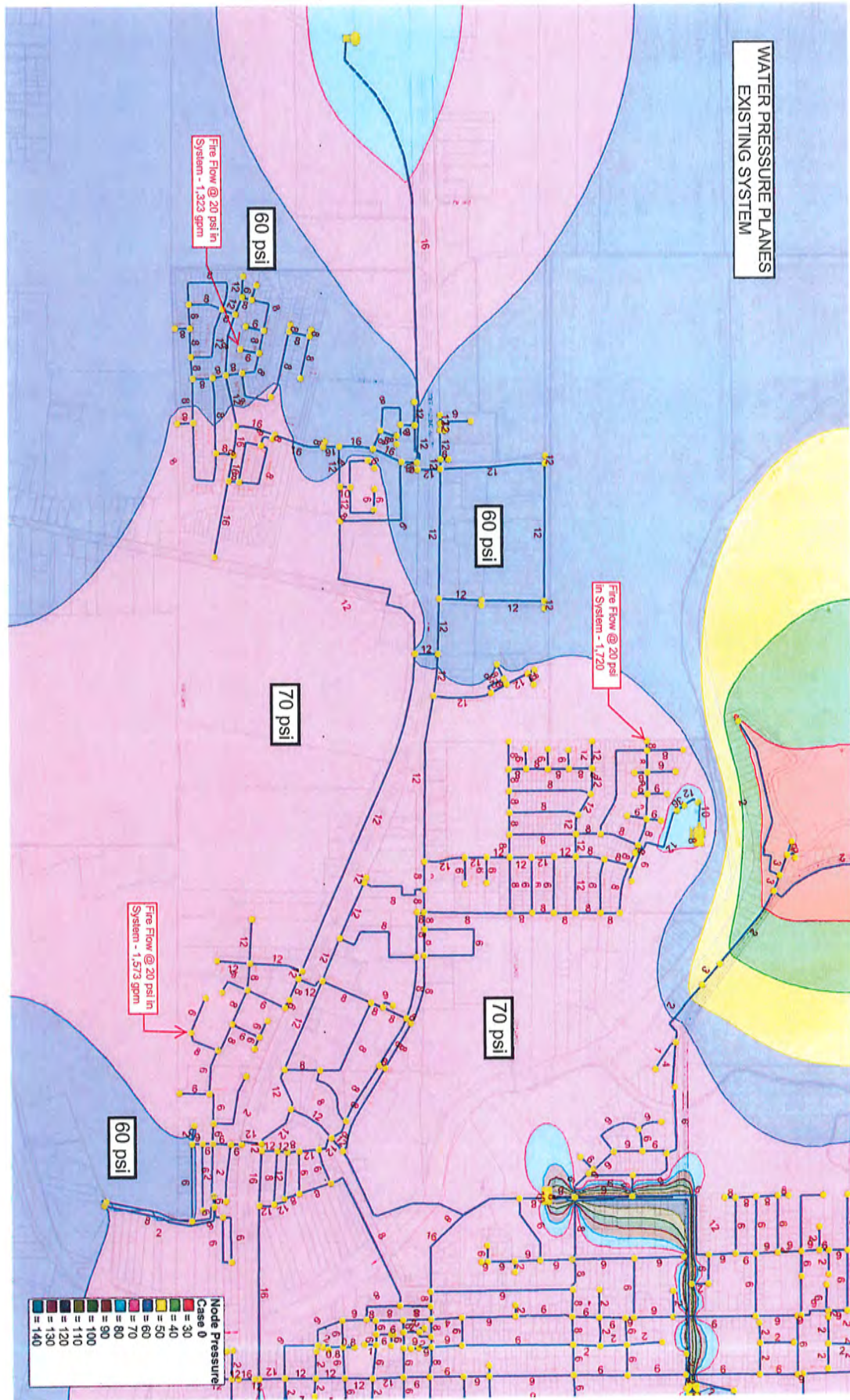
improvements is going to be costly and will require some rate adjustments. It is also going to take several months to design these improvements. I would like to get a jump on designing these improvements at this time. At the March 8, 2016 City Council Meeting I plan on having item for consideration by the Council to approve BEFCO Engineering to commence the designing these improvements. I am recommending that we pay for the engineering work out of the fund balance.

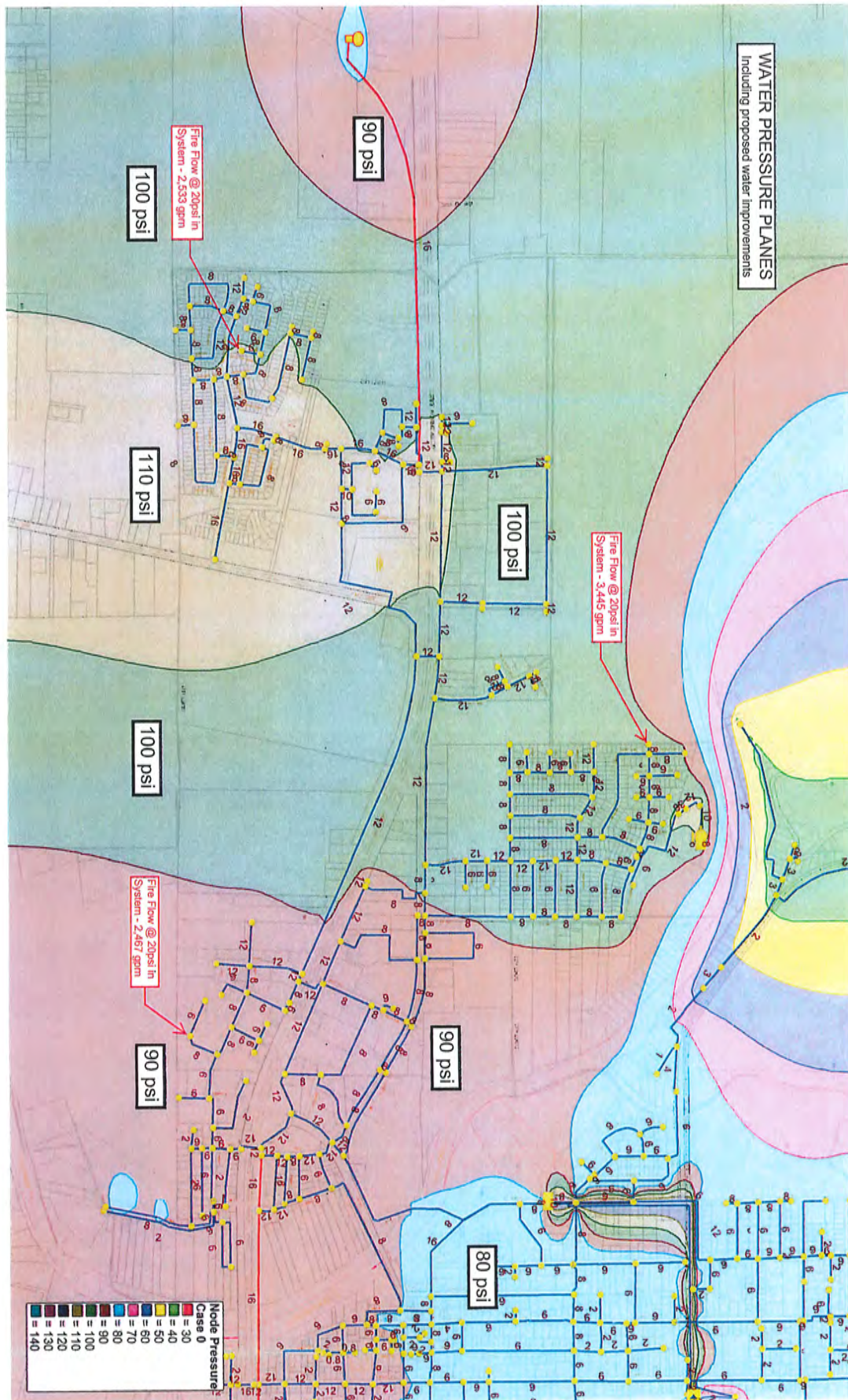
CITY OF BASTROP
FM 20 EST AND WATER LINE
COST ESTIMATE

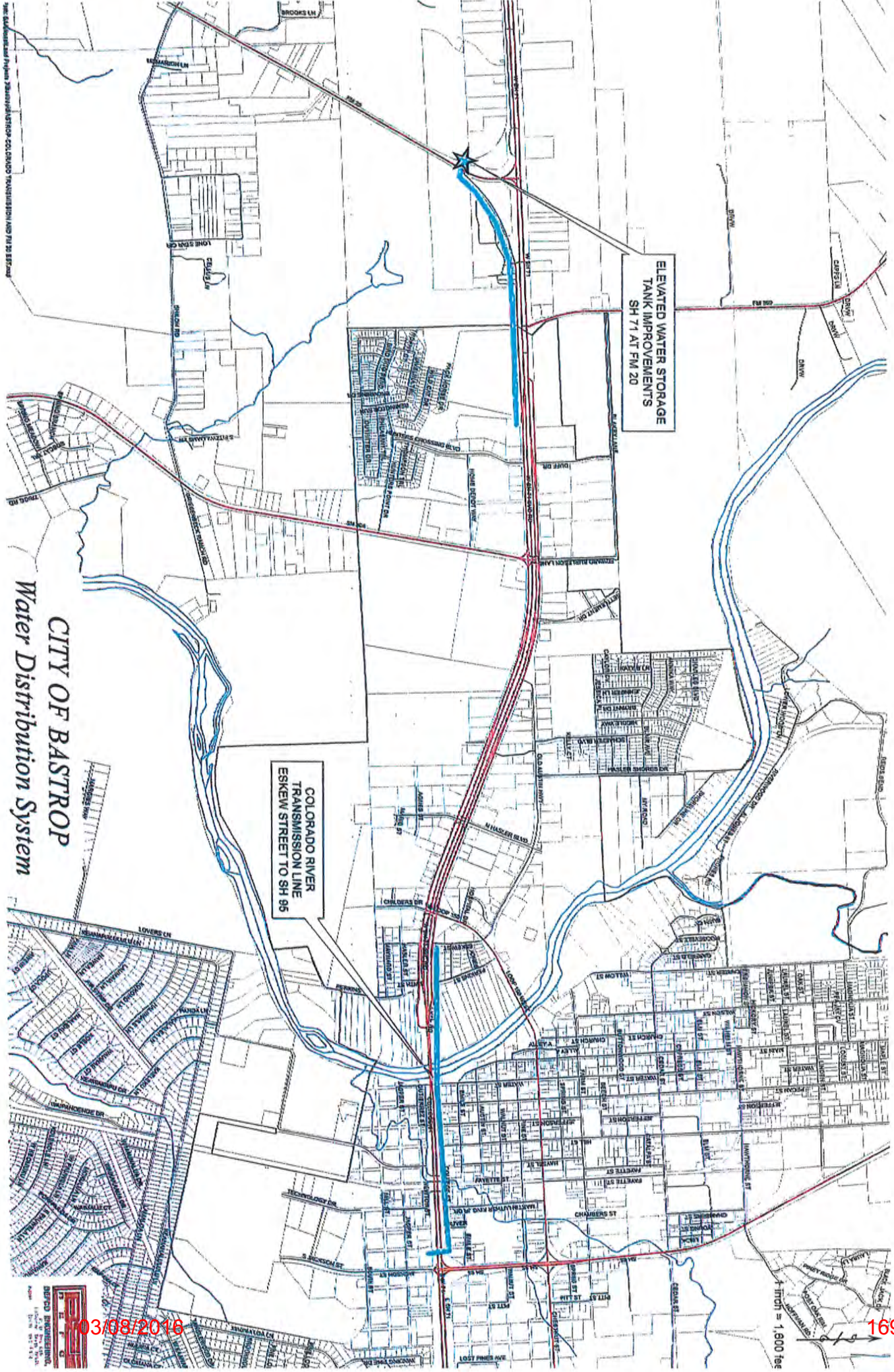
11,500 linear feet of 16" PVC, C-905, DR-21 @ \$80 per linear foot	\$ 920,000
10 – 16" Gate Valves @ \$3,000 per each	\$ 30,000
20 – Fire Hydrants @ \$4,000 per each	\$ 80,000
150 linear feet of 24" cased crossing @ \$240 per linear foot	\$ 36,000
400 linear feet of 16" uncased crossing @ \$160 per linear foot	\$ 64,000
River Crossing	\$ 400,000
1.0M Composite Elevated Storage Tank	\$2,100,000
Foundation for EST	\$ 180,000
Painting System (Interior and Exterior)	\$ 300,000
Plant Piping	\$ 50,000
SCADA	\$ 30,000
Fencing	\$ 30,000
Subtotal	\$4,220,000
Contingency	\$ 100,000
Engineering/Surveying	\$380,000
TOTAL	\$4,700,000











ELEVATED WATER STORAGE
TANK IMPROVEMENTS
SH 71 AT FM 20

COLORADO RIVER
TRANSMISSION LINE
ESKEW STREET TO SH 95

CITY OF BASTROP
Water Distribution System

1 inch = 1,500 feet

03/08/2016

