CITY OF BASTROP **AGENDA ITEM** **A.1**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL **DATE SUBMITTED:** **July 22, 2015**

MEETING DATE: **July 28, 2015**

1. Consideration, discussion and possible action regarding the approval of the City Council Meeting Minutes for June 23, 2015 and July 14, 2015

2. Party Making Request: Interim City Secretary Traci Chavez

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**
____

8. Staff Recommendation:____
____
____

9. Advisory Board: ____Approved _________Disapproved ________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken:

MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
JULY 14, 2015

The Bastrop City Council met in a Regular Meeting on Tuesday, July 154, 2015 at 6:30 PM at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus, Council Members, Kelly Gilleland, Willie DeLaRosa, Kay Garcia McAnally, Gary Schiff and Dock Jackson.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Ms. Kayli Head led the Pledge of Allegiance and the Pledge to the Texas Flag

3. **INVOCATION**

Mayor Ken Kesselus gave the Invocation.

4. **PRESENTATIONS –**

1. Bastrop County Historical Society – President Sandra Chipley
Ms. Chipley introduced Ms. Georgina Ngozi, the newly hired Executive Director of the Bastrop County Museum. She gave an overview of Ms. Ngozi work experience and stated she is a great asset to the Museum. Ms. Ngozi addressed the Council and said she felt at home in Bastrop and was eager to get to work. The Council welcomed Ms. Ngozi.

5. **PROCLAMATIONS - Bastrop Volunteer Honor Roll, Class of 2015**:

Mayor Kesselus read the Proclamation and Ms. Kayli Head, Main Street Director, accepted the Proclamation. Volunteers present were acknowledged by the Council.

6. **CITIZEN COMMENTS**

Mr. Scott Harris addressed the Council and spoke about the Bastrop Arena and how important for the Community it is. He would like to see the area cleaned up a bit.

Ms. Linda Waxman addressed the Council and spoke about the Bastrop Arena and how the Bastrop Family Rodeo Club had worked hard to get the Arena built and had maintained the Arena for over 20 years and would like to see this important asset kept up with and allow people access to the Arena for family activities.

Ms. Doug Staton addressed the Council and spoke on behalf of the Bastrop Family Rodeo Club and expressed their desire to assist and be included when setting the new Rules and Procedures.

Mayor Kesselus thanked all guest speakers for their time.

7. **ANNOUNCEMENTS**

Mayor Kesselus stated he felt it was a good idea to vote for the HOT Funding at the end of July. Mayor Kesselus stated that he had been interviewed many times regarding the JADE HELM 15 and basically he is telling them all "That it is business as usual in Bastrop". Council Member Jackson stated he had also been interviewed as well. Ms. McAnally reminded CM Talbot to schedule a YMCA Workshop and CM Talbot explained that item is addressed in his CM Report.

City Manager's Informational Report for the July 14, 2015 City Council Meeting:

I. Meetings and Events Attended:

- **A. Attended the Special Meeting of the Bastrop Economic Development Corporation on July 24, 2015.**
- **B. Attended the Special Meeting of the Lost Pines Groundwater Conservation District on July 24, 2015**
- **C. Special City Council Budget Workshop on July 7, 2015.**

II. Update on City Projects and Issues:

- **A. Discussion and Review of Water Usage for the period of June 1, 2015 through July 13, 2015 2015.**
- **B. Update on the AMI Project.**
- **C. Update on the FY-16 Budget**
- **D. Update on Current City Infrastructure Projects:**
  - **A. Farm Street Reconstruction Project [Smith Construction]**
  - **B. Water, Haysel & Spring Streets Infrastructure Project. [Facility Maintenance]**
  - **C. Tahitian Village Overpass Project**
  - **D. Alley D Improvements**
- **E. Update on the Comprehensive Plan.**
- **F. Update on the work Accomplished in the Northern area of the City.**
- **G. Update on the Downtown Parking & Main Street Parking Issues.**
- **H. Rules & Regulations Regarding the "Rodeo Arena".**
- **I. Bastrop Art In Public Places Call for "Sculpture Project".**
- **J. Request from the Bastrop Marketing Corporation to make Expenditures of Hotel/Motel Funds.**
- **K. Update on House Bill 910 and Senate Bill 11.**
- **L. Update on Bastrop Opera House**
- **M. 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.**

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

CM Talbot informed the Council that water use in the City is on the rise which is normal for this time of year. He also explained that in about 2 weeks there will be a walk thru and we will be totally automatic with our water and electric meters.

Item C – CM Talbot felt the Workshop on July 7, 2015 was a beneficial one. He informed the Council that we should be receiving the Certified Tax Rolls during the last week of July.

Item E – CM Talbot explained that the City Boards are working on nominating members for the Comp Plan Committee. Mr. Schiff suggesting letting Mayor Kesselus pick out citizens to round out the Committee. Council agreed with this.

Council Member Jackson stated he had received some calls regarding the retiree benefits of health insurance and would like to see an update on this.

CM Talbot told the Council that he would be bring more information to them regarding House Bill 910 and Senate Bill 11 on his next report.

A. CONSENT AGENDA

All of the following items on the Consent Agenda 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 Regular Council Meeting June 9, 2015 and Special Workshop meeting July 7, 2015.

A.2 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Final Plat of a Northwest Portion of Farm Lot 11, East of Main Street being +/- 1.413 acres located within the city limits of Bastrop, Texas.

A.3 **Approval** of the statutory denial, for a period of 180 days from the date of Council action on a request for the Amended Plat of +/- 0.512 acres out of Farm Lot 17, East of Main Street located within the city limits of Bastrop, Texas.

A.4 **Approval** of Bastrop Marketing Corporation's request for reimbursement of expenses.

A.5 Consideration, Discussion And Possible Action On A Resolution Of The City Of Bastrop, Texas, In Response To Request For Interim Rate Increase By CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint"); Finding That Rates Could Not Be Set; Recommending That The Statute Authorizing Interim Rate Relief Known As The "Gas Reliability Infrastructure Program" Be Amended During The 85th Session Of The Texas Legislature So That Costs Of The Program Can Be Reviewed In A Timely And Meaningful Manner In Order For Just And Reasonable Rates To Be Established By The Bastrop City Council. Determining That The Meeting At Which This Resolution Was Adopted Complied With The Texas Open Meetings Act; Making Such Other Findings And Provisions Related To The Subject; And Declaring An Effective Date.

Council Member Garcia McAnally made the motion to approve the Consent Agenda, seconded by Council Member DeLaRosa and passed unanimously.

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

C. OLD BUSINESS - NONE

D. NEW BUSINESS

D.1 Presentation and possible discussion form Civic Organizations seeking Community

Support Funding (CS) for services not currently provided by the City for Fiscal Year 2016.

A. Austin Habitat for Humanity, Inc. – No representative present
B. Bastrop County Child Welfare Board – No representative present
C. Bastrop County Emergency Food Pantry and Support Center – Executive Director Tresha Silva spoke on behalf of the Center.
D. Bastrop County Women's Shelter, Inc. dba Family Crisis Center – Director Sherry Murphy spoke on behalf of the Center.
E. Bastrop Pregnancy Resource Center – No representative present
F. Boys and Girls Club of Bastrop County – Ronnie Green spoke on behalf of the Organization
G. Children's Advocacy Center of Bastrop – Executive Director Terry Beattie spoke on Behalf of Center.
H. Combined Community Action – Executive Director Kelly Franke spoke on behalf of Organization.
I. Court Appointed Special Advocates (CASA) – Executive Director Kristi Glasper Spoke on behalf of the Organization.
J. In the Streets-Hands up High Ministry – Pastor Roland Nova spoke on behalf of the Organization.
K. Literacy Volunteers of Bastrop – Board President Dale Burke spoke on behalf of the Organization.
L. Mission U-Too – Rev. Dr. Noah Panlili spoke on behalf of the Organization.
M. YMCA of Austin/Bastrop Branch – Director of Bastrop YMCA Terry Moore Spoke on behalf of the Organization.

Mayor Kesselus thanked all Organizations for taking the time to come to the Meeting and for all they do for the Communities they serve. Mayor Kesselus reminded Council to get their voting in by the end of July. Ms. Gilleland asked if the $80,000 was a locked in amount. Mr. DeLaRosa answered that that would be a Budget Item and could be discussed at a Workshop. Question was asked to the time frame for the Boys and Girls Club to build on the Bob Bryant Park land. Mr. Green answered it would be about 3 years. The Council would like to see information brought so that they could evaluate efficiently.

Mayor Kesselus asked if Council had any objections to switch the places between Item D.2 and Item D.3. Council had no objections.

D.3 Consideration, Discussion And Possible Action regarding a Presentation By Hardee Partners, LLC On The Bastrop Convention & Exhibit Center.

Ms. Cami Hardee of Hardee Partners, LLC gave a PowerPoint presentation. The Council asked questions and briefly discussed various items. Ms. Gilleland asked if a hotel had ever expressed interest in the property next door or had the City ever sought out a hotel for that property. CM Talbot answered no. Questions were asked about multiple marketing vs. 1 joint marketing group. The prime concern would be the vast expense. Mr. Schiff asked if the Convention Center had repeat business year and after. Ms. Hardee referred the question to Ms. Kathy Danielson, director of Convention Center who responded yes there have been repeat events such as the Sami Show and Green Expo. Mr. Schiff asked Ms. Hardee if perhaps the rates were cut in half would make a difference with getting more events. Ms. Hardee responded "No, not without marketing person". Mr. Jackson agreed that the Convention Center lacked a good marketing plan. Mr. Schiff stated that he sees no coordinated effort on marketing Bastrop, but could a group doing all of the marketing as a whole. Ms. Gilleland and Ms. Garcia McAnally agreed 100% with Mr. Schiff. Ms. Gilleland said there needs to be a central marketing group and feels that instead of giving money for advertising to multiple groups it should be given to a marketing department.

Mayor Kesselus allowed for break from 8:40 PM to 8:47 PM.

D.2 Consideration, discussion and possible action regarding the update from the Vision Task Force On progress of the five initiatives, including possible action on the Marketing Initiative recommendation.

Council Member McAnally presented a power point presentation and read the presentation to the Council. Mr. Schiff asked if this plan called for working with the Bastrop Marketing Corp at this time. Mr. Jackson asked if monies for the DMO (Destination Marketing Organization) would come from current HOT allocations to organizations. Further discussion held among Council. The Vision Task Force recommended the Council take action on five items. They are as follows:
1) Continue the Vision Task Force's advisory role for the Marketing Initiative
2) Agree on the "Destination Bastrop" DMO scenario as a replacement for BMC
3) Direct the City Manager to extend our contract with our Marketing Consultancy to include the development of "Destination Bastrop" framework.
4) Allocate HOT Funds to create "Destination Bastrop" in FY 2016
5) Continue the current system of Tier 2 Grant for FY 2016 through May 2016

Mayor Kesselus was not ready for action on the above items and wanted to give Council time to digest the presentations from both Ms. Hardee and the Vision Task Force. The Mayor stated that he and the City Manager would meet to discuss these items. Ms. McAnally then requested that she also be in attendance for discussions with CM Talbot and Mayor Kesselus. Mayor Kesselus agreed that all three would meet.

D.9 Consideration, discussion and possible action regarding the **FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS OF THE BASTROP CITYCODE OF ORDINANCES, TO AMEND ARTICLE 1.16 'ART IN PUBLIC PLACES', MAKING THE ART IN PUBLIC PLACES TASK FORCE A CITY BOARD, PROVIDING FOR MEMBERSHIP, POLICIES AND**

REGULATIONS RELATED TO SAME; PROVIDING A SEVERABILITY CLAUSE, REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Kesselus read the caption of the Ordinance. Mr. Schiff made the motion to approve the First Reading and place on the next Consent Agenda. Mr. DeLaRosa seconded the motion which passed unanimously.

D.10 Consideration, discussion and possible action of the Amended Bylaws of the BAIPP.

Mr. DeLaRosa moved to approve Item D.10. Mr. Jackson seconded the motion which passed unanimously.

D.8 Consideration, discussion and possible action regarding the approval of changing the MS150 Route for the special event scheduled for April 17, 2016.

Chief Adcock explained that he was seeking approval from the Council to allow or disallow MS150 to continue the route down Loop 150 to the Intermediate School as they have in the past or did Council wish to have them change the route.

Ms. McAnally made the motion to allow MS150 continue the route on Loop 150 as in the past. Ms. Gilleland seconded the motion which passed unanimously.

D.7 Consideration, discussion and possible action regarding the **FIRST READING OF AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS, ENTITLED "HEALTH AND SANITATION," SECTION 6.04.001, AND SECTION 6.04.004(a)(4), RELATED TO WEED ABATEMENT ON PRIVATE PROPERTY UP TO EDGE OF ROADWAYS AND/OR CURB(S); ESTABLISHING FINES FOR THE VIOLATION OF SAID ARTICLES; ESTABLISHING ENFORCEMENT AUTHORITY, REPEALING ANY INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Kesselus read the caption of the proposed Ordinance. Mr. DeLaRosa made the motion to approve the Item and place on the next Consent Agenda. Ms. McAnally seconded the motion. Mr. DeLaRosa asked Chief Adcock if the Ordinance had always been this way. Chief stated that the Ordinance remains the same however the language has changed. Motion passed unanimously.

D.5 Consideration, discussion and possible action regarding Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of Ms. Janie McFarlin to serve the remaining term of Ms. Nettie Kimble who has resigned from the Bastrop Housing Authority as Resident Commissioner.

Ms. Garcia McAnally made the motion to approve the Item. Mr. Delarosa seconded the motion which passed unanimously.

D.6 Consideration, discussion and possible action awarding a contract to Environmental Improvement Inc. To perform all work required to complete the Willow Plant Filtration Project for the alternate bid amount of $645,000.00

Mr. DeLaRosa made the motion to approve. Ms. McAnally seconded the motion which passed unanimously.

D.4 Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending in May 31, 2015.

CFO Tracy Waldron gave brief overview of financial statements. Mr. DeLaRosa asked how Ms. Waldron felt about the financial positon, which she replied great. Mr. DeLaRosa moved to approve the Item. Ms. McAnally seconded the motion which passed unanimously.

D.11 Consideration, discussion and action to approve holding a "public hearing on the issue of the formation of the XS Ranch Public Improvement District", to be held on August 11, 2015 at Bastrop City Hall.

Mr. John Landwier addressed Council and gave a brief overview of the Item. Mr. Schiff made the motion to approve the Item. Mr. DeLaRosa seconded the motion which passed unanimously.

E. EXECUTIVE SESSION

E.1 At 10:18 PM Mayor Kesselus convened the Bastrop City Council into a Closed/Executive Session pursuant to the Texas Government Code, Chapter 551, et seq, and discussed the following:

1. **SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to water permits and supply and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the Agenda including contracts.
2. **SECTION 551.0-74** – Personnel Matters:
    1. City Manager

At 11:45 PM, Mayor Kesselus reconvened the Bastrop City Council into Regular Session to discuss, consider and/or take any actions necessary related to the Executive Sessions notes herein, or Regular Agenda items, noted above, and/or related items. Mr. DeLaRosa left Executive Session at 11:15 and did return. No action taken by Council.

F. ADJOURNMENT

At 11.46 PM, Mr. Schiff made the motion to adjourn. Ms. Gilleland seconded the motion which passed unanimously.

APPROVED:

Mayor Ken Kesselus

ATTEST:

Interim City Secretary Traci Chavez

CITY OF BASTROP **AGENDA ITEM** **A.2**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of a request for a one hundred and eighty (180) day extension for The Grove Final Plat, Phase 1 Lot 5 Block A being a +/- 1.020 acre tract located approximately 1,450' east of the intersection of Highway 304 (The Centers of Woodland) within the city limits of Bastrop, Texas.**

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

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

City Council approved The Grove Final Plat, Phase I Lot 5 Block A on August 12, 2014. The final plat has not been recorded. The plat will expire August 12, 2015.

Section 1.20 DORMANT FINAL SUBDIVISION PLATS

1.20.1 Expiration of Dormant Final Plats: Council approval of a final subdivision plat expires at the end of three hundred and sixty-five days (365) from the date of City Council approval, unless: (1) the subdivider has recorded the final plat in the County deed records of Bastrop County, or (2) in the sole discretion of the City, substantial progress has been made on the development approved, as per the final subdivision plat. The City Council may, if written request from the subdivider is received prior to the end of the 365-day period, grant an extension for up to 180 additional days. Only one such extension shall be granted. If any major changes are requested by the subdivider and/or are required by the City Council, the Council may require submission of either a new preliminary and/or a new final plat. (Ordinance 2007-18 adopted 6/26/07)

4. Policy Implication: ____________________

5. Budgeted: ________Yes ________No N/A
Bid Amount: ____________ Budgeted Amount: ____________
Under Budget: ____________ Over Budget: ____________
Amount Remaining: ____________

6. Alternate Option/Costs: ____________________

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**
a) ____________________

8. Staff Recommendation: **Staff recommends approval of the one hundred eighty (180) day, 6 month extension request for The Grove Final Plat, Lot 1 Block A Plat.**

10. Manager's Recommendation: ________Approved ________Disapproved ________None

11. Action Taken: ____________________

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

July 14, 2015

The Honorable Mayor Kenneth Kesselus
and Members of the City Council
Bastrop City Council
1311 Chestnut St.
Bastrop, Texas 78602

RE: The Grove Final Plat, Phase 1 Lot 5 Block A - Extension of Final Plat
1.20.1 Expiration of Dormant Final Plats [1]

Honorable Mayor Kesselus;

This letter serves as a request for the extension of **The Grove Final Plat, Phase 1 Lot 5 Block A** which is scheduled to expire August 12, 2015.

The request is filed as the Agent: Carlson, Brigance and Doering, Inc., on behalf of the owner:
Douglas M. MacMahon
Moran Capital, LLC
8214 Westchester Dr, Ste 550
Dallas, TX 75225

We request The Grove Phase 1 Lot 5 Block A Final Plat be extended for an additional 180 days from the date of expiration of August 12, 2015. The owner is evaluating options on the property and seeks City Council approval of this extension request at the July 28, 2015 City Council Meeting.

Please let me know if you have any additional questions.

Respectfully submitted,

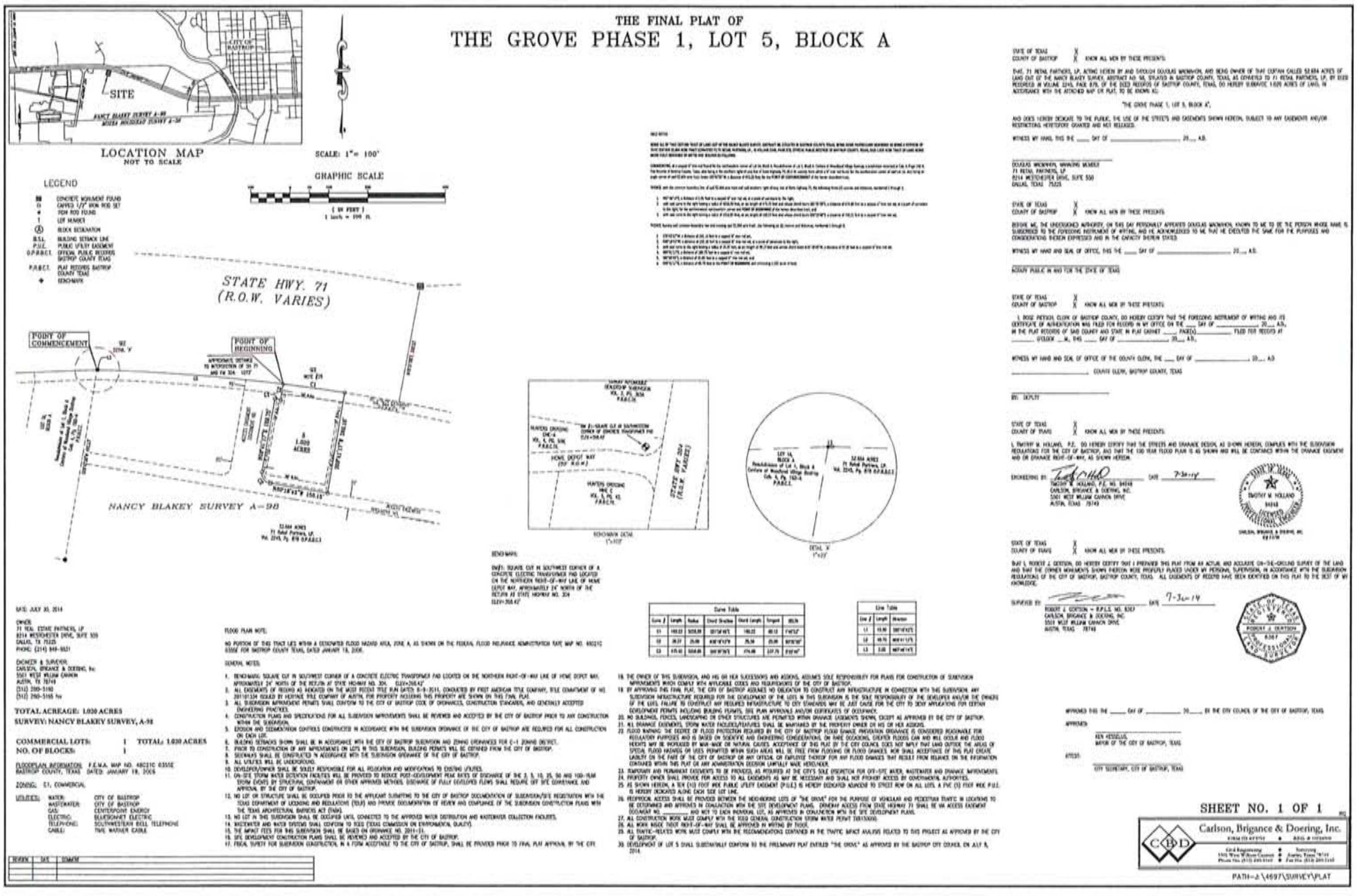
Carlson, Brigance and Doering, Inc.

Bill E. Couch

Bill E. Couch, P.G., AICP CEP
Senior Project Manager

Cc Yvonne Pritchard
Douglas MacMahon

[1] 1.20.1 Expiration of Dormant Final Plats: Council approval of a final subdivision plat expires at the end of three hundred and sixty-five days (365) from the date of City Council approval, unless: (1) the subdivider has recorded the final plat in the County deed records of Bastrop County, or (2) in the sole discretion of the City, substantial progress has been made on the development approved, as per the final subdivision plat. The City Council may, if written request from the subdivider is received prior to the end of the 365-day period, grant an extension for up to 180 additional days. Only one such extension shall be granted. If any major changes are requested by the subdivider and/or are required by the City Council, the Council may require submission of either a new preliminary and/or a new final plat.


THE FINAL PLAT OF
THE GROVE PHASE 1, LOT 5, BLOCK A
SITE
LOCATION MAP
NOT TO SCALE
SCALE: 1" = 100'
GRAPHIC SCALE
LEGEND
STATE HWY. 71
(R.O.W. VARIES)
POINT OF COMMENCEMENT
POINT OF BEGINNING
NANCY BLAKEY SURVEY A-98
TOTAL ACREAGE: 1.020 ACRES
SURVEY: NANCY BLAKEY SURVEY, A-98
COMMERCIAL LOTS: 1 TOTAL: 1.020 ACRES
NO. OF BLOCKS: 1
FLOOD PLAIN NOTE:
GENERAL NOTES:
Curve Table
Line Table
SHEET NO. 1 OF 1
Carlson, Brigance & Doering, Inc.
PATH-J:\4697\SURVEY\PLAT

CITY OF BASTROP **AGENDA ITEM** **A.3**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for the Final Plat of Taylor Lane Subdivision being +/- 2.999 acres out of the Nancy Blakey Survey, Abstract No. 98 located within the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

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

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

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

4. Policy Implication: ____

5. Budgeted: _________Yes __________No N/A
   Bid Amount: ________________ Budgeted Amount: _________________
   Under Budget: _______________ Over Budget: _____________________
   Amount Remaining: ________________

6. Alternate Option/Costs: ____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)			
b)			
c)			

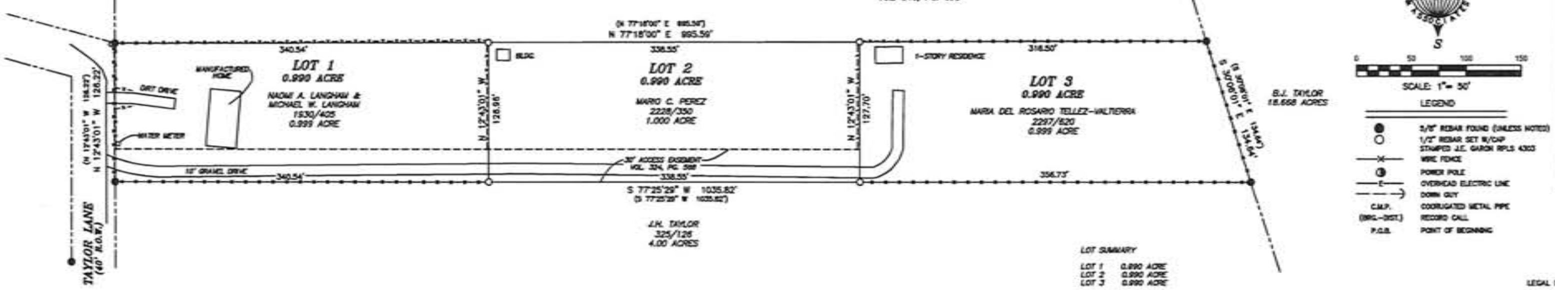
8. Staff Recommendation:

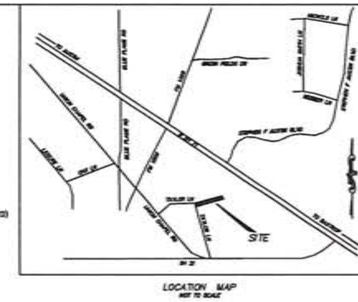
9. Advisory Board: _________Approved _________Disapproved ___________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ____

TAYLOR LANE SUBDIVISION
ADMINISTRATIVE PLAT





LOCATION MAP
NOT TO SCALE

LOT SUMMARY

LOT 1 0.990 ACRE
LOT 2 0.990 ACRE
LOT 3 0.990 ACRE
TOTAL 2.970 ACRES

STATE OF TEXAS §
COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS, THAT I MARIA DEL ROSARIO TELLEZ-VALTIERRA BEING THE OWNER OF 0.999 ACRE OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS, AND AS CONVEYED TO ME BY DEED RECORDED IN VOLUME 2297, PAGE 620 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND THAT I MARIO C. PEREZ BEING THE OWNER OF 1.000 ACRE OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS, AND AS CONVEYED TO ME BY DEED RECORDED IN VOLUME 2228, PAGE 350 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, AND THAT WE NAOMI A. LANGHAM AND MICHAEL W. LANGHAM BEING THE OWNERS OF 0.999 ACRE OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS, AND AS CONVEYED TO US BY DEED RECORDED IN VOLUME 1930, PAGE 405, OF THE OFFICIAL RECORDS OF BASTROP COUNTY DO HEREBY SUBDIVIDE SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

TAYLOR LANE SUBDIVISION

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

WITNESS MY HAND THIS THE_____DAY OF____________, 2015, A.D.

____
MARIA DEL ROSARIO TELLEZ-VALTIERRA
138 W. ST. ELMO ROAD, #0107
AUSTIN, TEXAS 78745

____
MARIO C. PEREZ
106 PETIRROJO COURT
DEL VALLE, TEXAS 78617

____
NAOMI A. LANGHAM
P.O. BOX 514
CEDAR CREEK, TEXAS 78612

____
MICHAEL W. LANGHAM
P.O. BOX 514
CEDAR CREEK, TEXAS 78612

STATE OF TEXAS §
COUNTY OF BASTROP §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_______DAY OF___________ 2015, A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS §
COUNTY OF BASTROP §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_______DAY OF___________ 2015, A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS §
COUNTY OF BASTROP §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_______DAY OF___________ 2015, A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS §
COUNTY OF BASTROP §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_______DAY OF___________ 2015, A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
PRINTED NAME OF NOTARY / EXPIRES

ADMINISTRATIVELY APPROVED AND ACCEPTED BY THE CITY OF BASTROP ON THIS______DAY OF______________, 2015.

APPROVED: ATTEST:

____________________ ____________________
KEN KESSELUS, MAYOR CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BASTROP §

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

____
JAMES E. GARON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
924 MAIN STREET
BASTROP, TEXAS 78602
PH. 512-303-4185 FAX 512-237-2107
JAMESEGARON.COM

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: AQUA WATER SUPPLY CORPORATION
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE

FLOOD PLAIN NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0335E EFFECTIVE JANUARY 19, 2006, COMMUNITY NUMBER 481193.

FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE CITY OF BASTROP DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION.

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

DRAINAGE EASEMENTS, STORM WATER FACILITIES / FEATURES, AND EROSION CONTROLS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND / OR BY INDIVIDUAL PROPERTY OWNERS.

PROPERTY OWNERS AND THEIR ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY BASTROP COUNTY REPRESENTATIVES.

PLAT NOTES:

1. ALL DRIVEWAYS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE RIGHT-OF WAY. THE DEVELOPER AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF DRIVEWAYS IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, WHICH MAY INCLUDE CULVERT PIPE INSTALLATION.

2. PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO: BASTROP COUNTY 9-1-1 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, ON-SITE SEWAGE FACILITY AND LOST PINES HABITAT CONSERVATION PLAN. COUNTY PERMITS ARE OBTAINED AND ISSUED THROUGH BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.

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

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

5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF BASTROP – BASTROP COUNTY REPRESENTATIVES.

6. BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF BASTROP SUBDIVISION AND ZONING ORDINANCES.

7. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

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

9. BY APPROVING THIS PLAT, THE CITY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO THE CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.

10. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, DEVELOPMENT PERMITS WILL BE OBTAINED FROM THE COUNTY OF BASTROP.

11. THIS SUBDIVISION LIES WITHIN THE ETJ OF THE CITY OF BASTROP.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: BEING A 6.309 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE JOSE MANUEL BANOS SURVEY, ABSTRACT NO. 5 IN BASTROP COUNTY, TEXAS, BEING THAT CERTAIN 1.964 ACRES (REMAINDER PORTION) OF THOSE TRACTS CONVEYED TO GARRETT W. TAYLOR BY DEEDS RECORDED IN VOLUME 325, PAGE 147, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND VOLUME 736, PAGE 50, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, AND THAT CERTAIN 4.345 ACRE TRACT OF LAND CONVEYED TO ROBERT T. HEWITT, JR. BY DEED RECORDED IN VOLUME 2284, PAGE 481, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS; SAID 6.309 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8" iron rod found on the easterly right-of-way (80ft) line of FM 1209 as conveyed by deed in Volume 151, Page 413 of said deed records for the southwesterly corner hereof and said 4.345 acre tract and the northwesterly corner of Lot 15, Green Fields as recorded by plat in Cabinet 1, Page 92A, Plat Records, Bastrop County, Texas;

THENCE N 20°49'27" E a distance of 520.98 feet along said right-of-way line to an iron rod found for the northwesterly corner hereof and said 1.964 acre tract;

THENCE N 89°38'53" E a distance of 473.13 feet to an iron rod found for the northeasterly corner hereof and said 1.964 acre tract, being on the westerly line of that certain 31.10 acre tract of land conveyed to Doris Johnson et al;

THENCE S 00°00'23" W a distance of 485.80 feet to a 1" iron rod found for the southeast corner hereof and said 4.345 acre tract;

THENCE S 89°38'50" W a distance of 658.29 feet along the north line of Green Fields to the POINT OF BEGINNING, containing 6.309 acres of land, more or less.

AQUA WATER NOTE:

AS OF THE DATE INDICATED BELOW, AQUA WATER SUPPLY CORPORATION HAS NOT AGREED TO PROVIDE WATER SUPPLY SERVICE TO THIS SUBDIVISION BECAUSE THE SUBDIVISION HAS NOT COMPLIED WITH THE TARIFF OF AQUA WATER SUPPLY CORPORATION, INCLUDING SPECIFICALLY THE RULES AND REGULATIONS CONCERNING AQUA'S SERVICE TO SUBDIVISIONS. UNDER THE AQUA TARIFF, RETAIL WATER SERVICE IS NOT AVAILABLE TO ANY LOT IN A SUBDIVISION THAT IS NOT IN COMPLIANCE WITH ALL SUCH RULES AND REGULATIONS, INCLUDING THE PAYMENT OF APPLICABLE FEES. NO LOT IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE RETAIL WATER SERVICE FROM AQUA'S DISTRIBUTION SYSTEM UNTIL THE SUBDIVISION FULLY COMPLIES WITH ALL OF THE PROVISIONS OF AQUA'S TARIFF, INCLUDING THE RULES AND REGULATIONS CONCERNING AQUA'S SERVICE TO SUBDIVISIONS.

____________________ __________
ALAN DAVID McMURRY DATE
GENERAL MANAGER
AQUA WATER SUPPLY CORPORATION

STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE____DAY OF_______ 2015, A.D., AT_____O'CLOCK____M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET_____ PAGE_____

FILED FOR RECORD ON THE____DAY OF________, 2015, A.D.

________________ ____________________
DEPUTY ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

TAYLOR LANE SUBDIVISION
ADMINISTRATIVE PLAT

FILE: Server\Cr\Bastrop\Subd\Taylor Lane Subd_38115.dwg

JULY 1, 2015

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

7-28-2015

CITY OF BASTROP **AGENDA ITEM** A.4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for Lot 1, Block B and Lots 1 & 2, Block A, Bastrop West Commercial Section Three Replat of Lot 1, Block A to create two commercial lots located within the city limits of Bastrop, Texas.**

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

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

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

4. Policy Implication: ____________________

5. Budgeted: ________Yes ________No N/A
   Bid Amount: ________ Budgeted Amount: ________
   Under Budget: ________ Over Budget: ________
   Amount Remaining: ________

6. Alternate Option/Costs: ____________________

7. Routing:

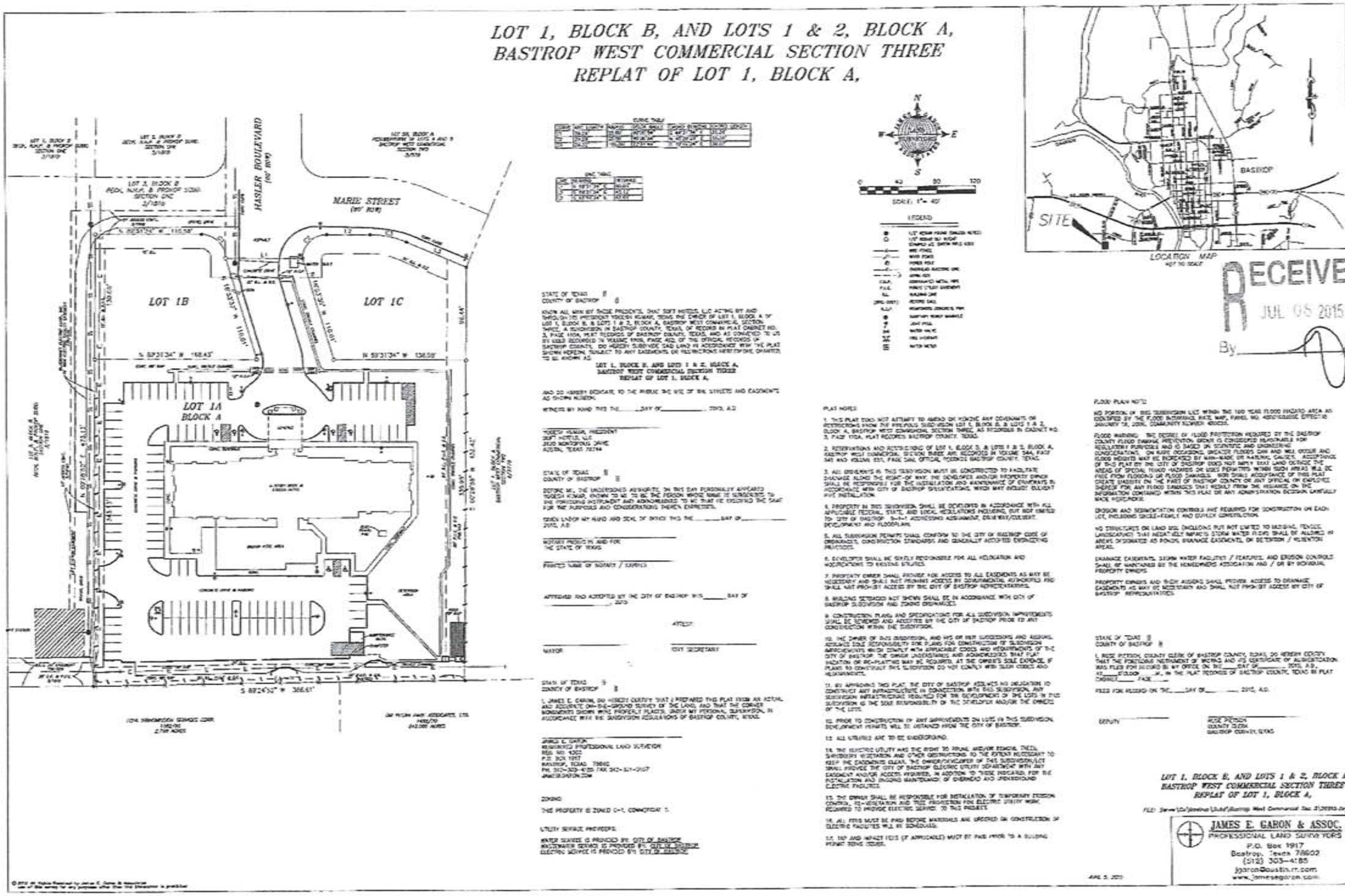
	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)				
b)				
c)				

8. Staff Recommendation:

9. Advisory Board: ________Approved ________Disapproved ________None

10. Manager's Recommendation: ________Approved ________Disapproved ________None

11. Action Taken: ____________________


LOT 1, BLOCK B, AND LOTS 1 & 2, BLOCK A,
BASTROP WEST COMMERCIAL SECTION THREE
REPLAT OF LOT 1, BLOCK A,
HASLER BOULEVARD
MARIE STREET
LOT 1B
LOT 1C
LOT 1A
BLOCK A
LOCATION MAP
SITE
BASTROP
RECEIVED
JUL 08 2015
By
JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185

CITY OF BASTROP AGENDA ITEM **A.5**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for the Preliminary Plat of Woodrun Sudivision, Section Two Phases I, II, III, and IV to create 62 residenital lots located east of Smith Road within the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

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

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

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

4. Policy Implication: ____________________

5. Budgeted: ________Yes ________No N/A
   Bid Amount: ________ 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: ____________________


PRELIMINARY PLAT
WOODRUN SUBDIVISION SECTION TWO
PHASES I, II, III & IV
RECEIVED
JUL 2015
By
SHEET 1 OF 2
VICINITY MAP
HARMONY HILL COVE
VICTORY ROAD
MATCH LINE
PHASE LINE
REGAL RIDGE
LIBERTY LANE
FREEDOM WAY
PEACEFUL PLACE
SMITH ROAD (C.R.418)
BLOCK "A"
BLOCK "B"
LOT 1
LOT 2
LOT 3
LOT 6
LOT 8
LOT 12
LOT 13
LOT 14
LOT 15
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47


WOODRUN SUBDIVISION SECTION TWO
PHASES I, II, III & IV
SHEET 1 OF 2
SHEET 2 OF 2
JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
RECEIVED
JUL 2015
By
PROSPERITY PATH
HARMONY HILL COVE
VICTORY ROAD
SMITH ROAD (C.R.418)
MATCH LINE
PHASE LINE
BLOCK "A"
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 74
LOT 75
LOT 76
LOT 77
LOT 78

CITY OF BASTROP **AGENDA ITEM** **A.6**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the Final Plat for The Colony MUD 1D, Section 1 Phase A being +/- 23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: ______________________________

5. Budgeted: ________Yes ________No N/A
   Bid Amount: ______________ Budgeted Amount: ______________
   Under Budget: ______________ Over Budget: ______________
   Amount Remaining: ______________

6. Alternate Option/Costs: ______________________________

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**
   a) ______________________________

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1 Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: ______ Recommended Approval ________Disapproved __________None

10. Manager's Recommendation: _________Approved _________Disapproved _________None

11. Action Taken: ______________________________

City of Bastrop
Agenda Information Sheet:

BASTROPTX
Heart of the Lost Pines
Est. 1832

City Council Meeting Date: **July 28, 2015**

Project Description:
Approval of the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner:	Forestar Real Estate Group, Inc.
Applicant:	Darlene Louk
Location:	Northeast of Sam Houston Boulevard
Utilities:	The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres:	Phase A consists of +/- 23.301 acres
Residential Lots:	Phase A - 42 residential lots

Background:
This property is located within the Colony Subdivision north of State Highway 71. The developer, Forestar Real Estate Group, Inc. is proposing to develop raw land that will consist of 42 residential lots in Phase A and will include construction of streets, landscape, drainage, P.U.E. and pedestrian access lots.

The subdivision will be developed in accordance with the MUD Consent Agreement (dated February, 2004) approved by City Council The Consent Agreement required a Master Plan, a Traffic Impact Analysis, as well as, development standards consistent with City regulations.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat at their April 30, 2015 meeting. City Council approved the Preliminary Plat May 12, 2015.

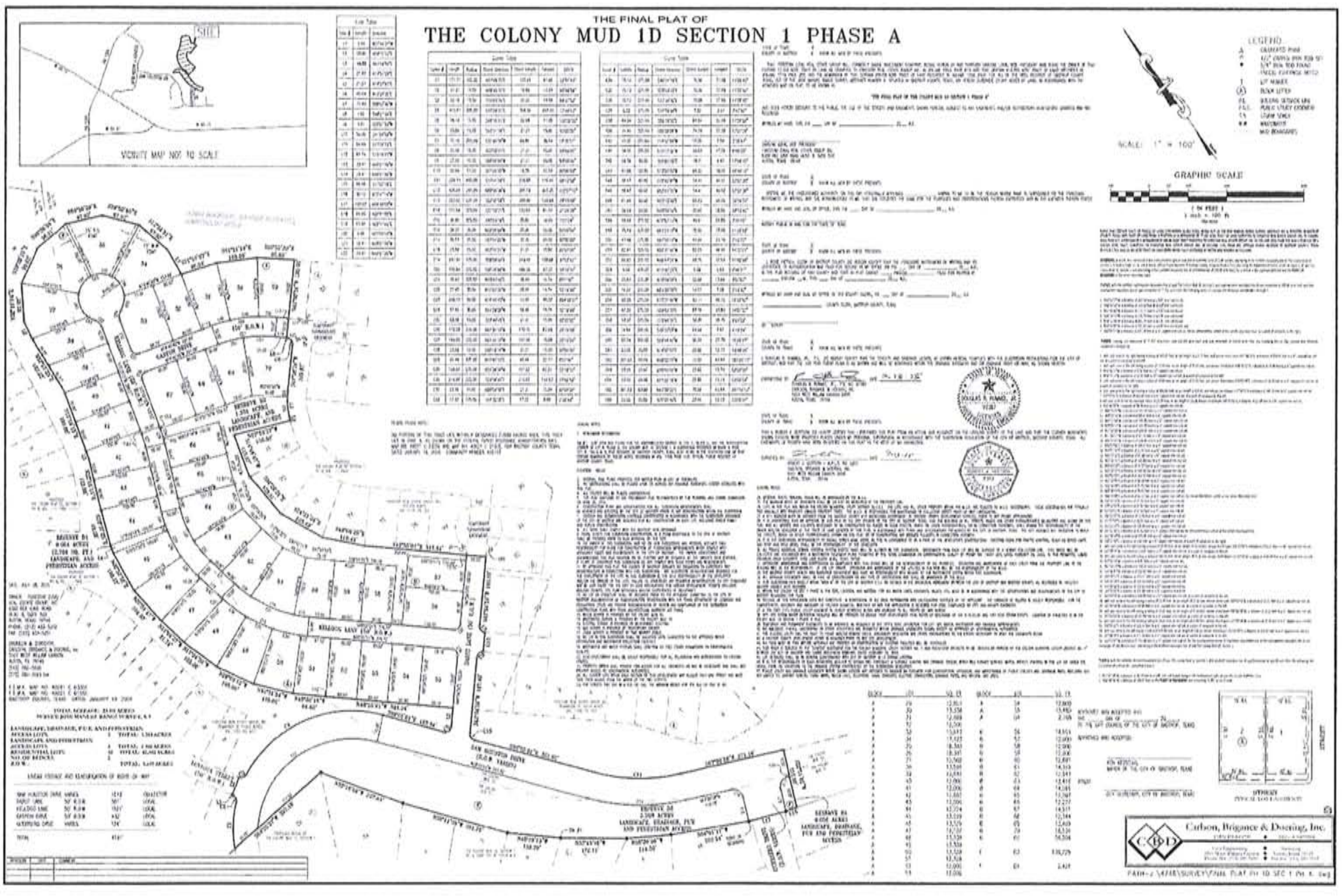
Basis of Support:
City staff has reviewed the Final Plat and construction plans and determined that Phase A appears to conform to the approved Consent Agreement for the Colony Municipal Utility District No.1. The lot sizes will be consistent with SF7, Single Family Residential requirements within the City of Bastrop Zoning Ordinance (Section 17). A suitable emergency exit/construction road will be constructed and remain in place until alternate exit(s) are constructed with future sections.

Comments: Three (3) surrounding property owner notifications were mailed July 20, 2015. At this time we have received no responses.

Staff Recommendation:
Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:
Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:
Final Plat for Section1 Phase A


THE FINAL PLAT OF
THE COLONY MUD 1D SECTION 1 PHASE A
VICINITY MAP NOT TO SCALE
GRAPHIC SCALE
LEGEND
Carlson, Brigance & Doering, Inc.

CITY OF BASTROP AGENDA ITEM **A.7**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: ________________________________

5. Budgeted: _________Yes _________No N/A
   Bid Amount: _______________ Budgeted Amount: _______________
   Under Budget: _______________ Over Budget: _______________
   Amount Remaining: _______________

6. Alternate Option/Costs: ________________________________

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)			

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1 D, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: ____ Recommended Approval _________Disapproved __________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ________________________________

City of Bastrop
Agenda Information Sheet:

City Council Meeting Date: **July 28, 2015**

Project Description:
Approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner:	Forestar Real Estate Group, Inc.
Applicant:	Darlene Louk
Location:	Northeast of Sam Houston Boulevard
Utilities:	The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres:	Phase B consists of +/-30.654 acres
Residential Lots:	Phase B - 57 residential lots

Background:
This property is located within the Colony Subdivision north of State Highway 71. The developer, Forestar Real Estate Group, Inc. is proposing to develop raw land that will consist of 57 residential lots in Phase B and will include construction of streets, landscape, drainage, P.U.E. and pedestrian access lots.

The subdivision will be developed in accordance with the MUD Consent Agreement (dated February, 2004) approved by City Council The Consent Agreement required a Master Plan, a Traffic Impact Analysis, as well as, development standards consistent with City regulations.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat at their April 30, 2015 meeting. City Council approved the Preliminary Plat May 12, 2015.

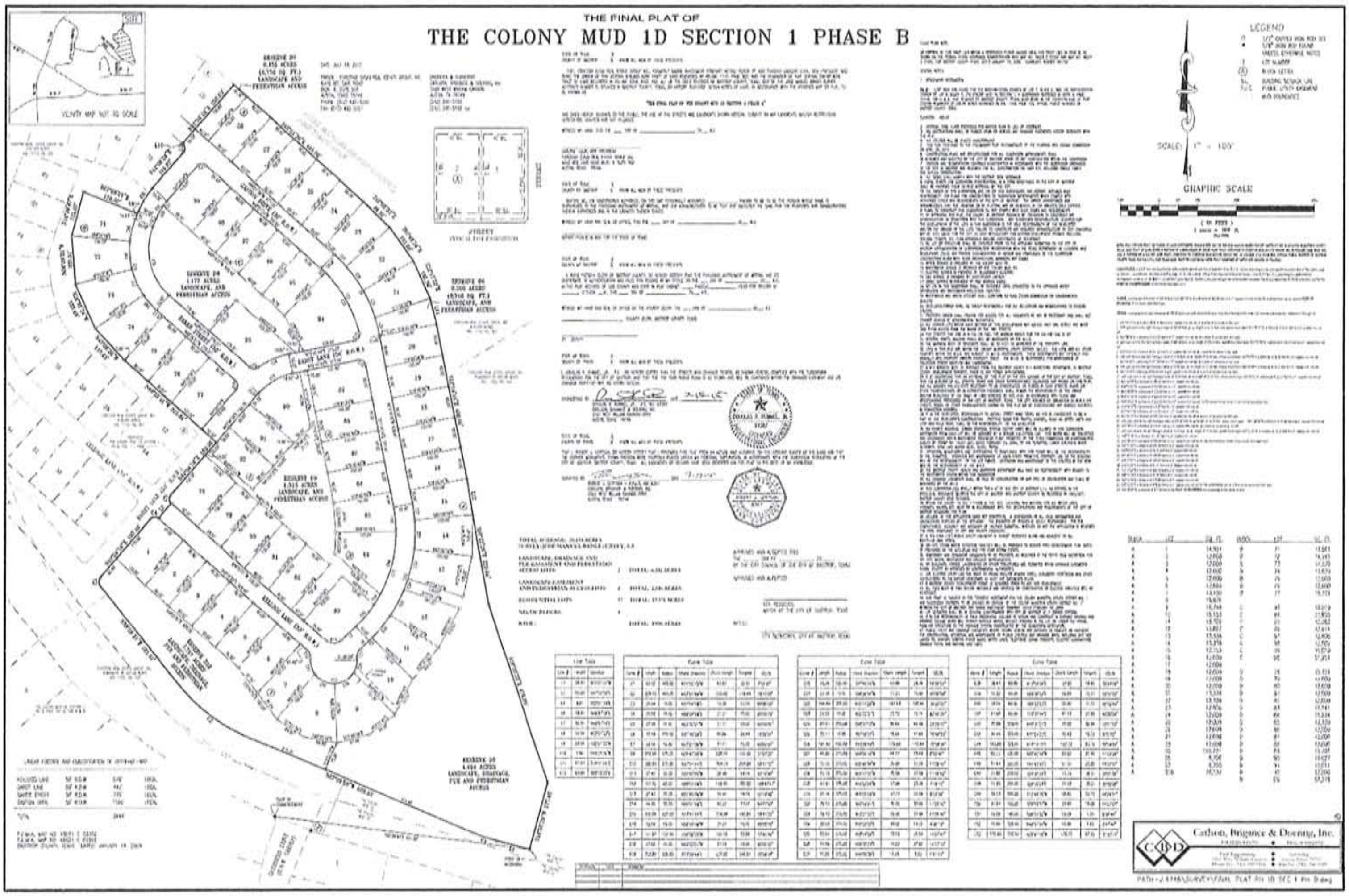
Basis of Support:
City staff has reviewed the Final Plat and construction plans determined that Phase B appears to conform to the approved Consent Agreement for the Colony Municipal Utility District No.1. The lot sizes will be consistent with SF7, Single Family Residential requirements within the City of Bastrop Zoning Ordinance (Section 17). A suitable emergency exit/construction road will be constructed and remain in place until alternate exit(s) are constructed with future sections.

Comments: Ten (10) surrounding property owner notifications were mailed July 20, 2015. At this time we have received no responses.

Staff Recommendation:
Staff recommends approval of the Final Plat for The Colony MUD 1D, Section1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:
Melisa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:
Final Plat for Section 1, Phase B


THE FINAL PLAT OF
THE COLONY MUD 1D SECTION 1 PHASE B
LEGEND
GRAPHIC SCALE

CITY OF BASTROP AGENDA ITEM **A.8**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/- 15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: ____

5. Budgeted: _________Yes __________No N/A
   Bid Amount: ________________ Budgeted Amount: ________________
   Under Budget: _______________ Over Budget: ____________________
   Amount Remaining: _______________

6. Alternate Option/Costs: ____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)			

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: ______ Recommended Approval _________Disapproved ___________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ____

City of Bastrop
Agenda Information Sheet:

BASTROPTX
Heart of the Lost Pines
Est. 1832

City Council Meeting Date: **July 28, 2015**

Project Description:
Approval of the Final Plat for The Colony MUD 1E, Section 2, Phase A being +/-15.626 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner:	Forestar Real Estate Group, Inc.
Applicant:	Darlene Louk
Location:	North of Sam Houston Boulevard
Utilities:	The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres:	Phase A consists of +/-15.626
Residential Lots:	Phase A – 33 residential lots

Background:
This property is located within the Colony Subdivision north of State Highway 71. The developer, Forestar Real Estate Group, Inc. is proposing to develop raw land that will consist of 33 residential lots in Phase A and will include construction of streets, landscape, drainage, P.U.E. and pedestrian access lots.

The subdivision will be developed in accordance with the MUD Consent Agreement (dated February, 2004) approved by City Council The Consent Agreement required a Master Plan, a Traffic Impact Analysis, as well as, development standards consistent with City regulations.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat at their April 30, 2015 meeting. City Council approved the Preliminary Plat May 12, 2015.

Basis of Support:
City staff has reviewed the Final Plat and determined that Phase A appears to comply with the approved Consent Agreement for the Colony Municipal Utility District No.1 dated February, 2004. The lot sizes will be consistent with the Planned Development, Patio Homes/Zero Lot Line Homes within the City of Bastrop Zoning Ordinance (Section 32.9 A). A suitable emergency exit/construction road will be constructed and remain in place until alternate exit(s) are constructed with future sections.

Comments: Twelve (12) surrounding property owner notifications were mailed July 20, 2015. At this time we have received any responses.

Staff Recommendation:
Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

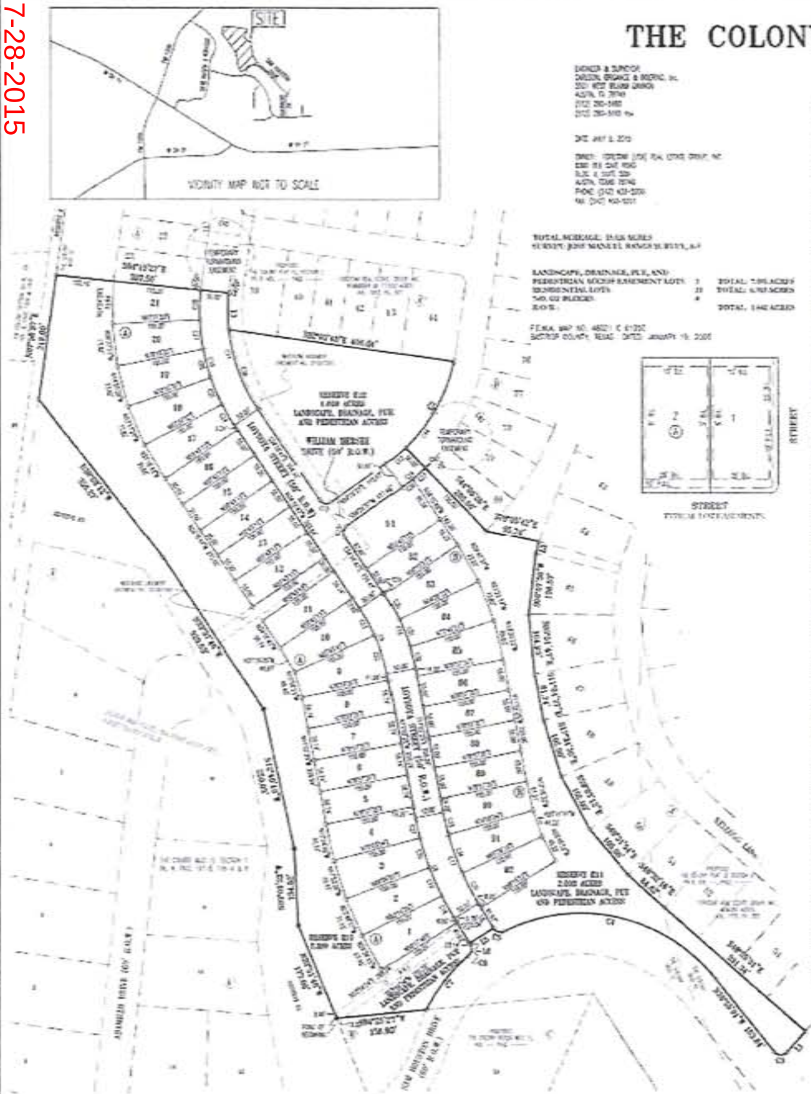
City Contact:
Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:
Final Plat for Section 2 Phase A

7-28-2015

THE FINAL PLAT OF

THE COLONY MUD 1E SECTION 2 PHASE A



LEGEND

- CALCULATED POINT
- 1/2" CAPPED IRON ROD SET
- 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
- LOT NUMBER
- BLOCK LETTER
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- E.E. ELECTRIC EASEMENT
- MUD BOUNDARIES

SCALE: 1" = 100'

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

STREET
TYPICAL LOT EASEMENTS

Carlson, Brigance & Doering, Inc.

PATH-J:\4747\SURVEY\FINAL PLAT 1E SEC 2 PH A.dwg

CITY OF BASTROP **AGENDA ITEM** **A.9**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

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

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

4. Policy Implication: ____

5. Budgeted: _________Yes _________No N/A
   Bid Amount: _______________ Budgeted Amount: _______________
   Under Budget: _______________ Over Budget: _______________
   Amount Remaining: _______________

6. Alternate Option/Costs: ____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)			

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: ______ Recommended Approval ________Disapproved __________None

10. Manager's Recommendation: _________Approved _________Disapproved _________None

11. Action Taken: ____

City of Bastrop
Agenda Information Sheet:

BASTROPTX
Heart of the Lost Pines
Est. 1832

City Council Meeting Date: **July 28, 2015**

Project Description:
Approval of the Final Plat f for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner:	Forestar Real Estate Group, Inc.
Applicant:	Darlene Louk
Location:	North of Sam Houston Boulevard
Utilities:	The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres:	Phase B consists of 23.910 acres
Residential Lots:	Phase B – 59 residential lots

Background:
This property is located within the Colony Subdivision north of State Highway 71. The developer, Forestar Real Estate Group, Inc. is proposing to develop raw land that will consist of 59 residential lots in Phase B and will include construction of streets, landscape, drainage, P.U.E. and pedestrian access lots.

The subdivision will be developed in accordance with the MUD Consent Agreement (dated February, 2004) approved by City Council The Consent Agreement required a Master Plan, a Traffic Impact Analysis, as well as, development standards consistent with City regulations.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat at their April 30, 2015 meeting. City Council approved the Preliminary Plat May 12, 2015

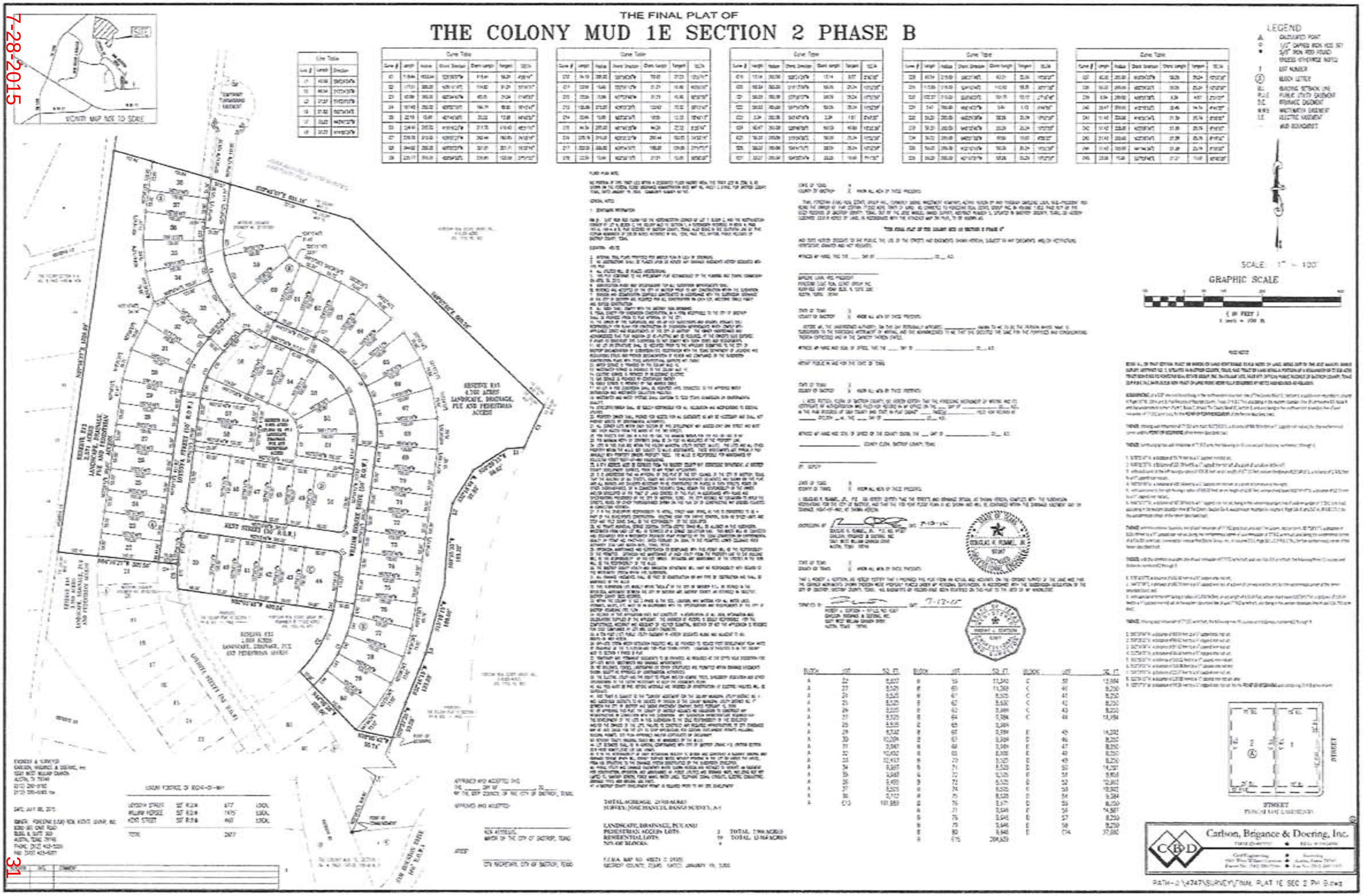
Basis of Support:
City staff has reviewed the Preliminary Plats and determined that Phase B appear to comply with the approved Consent Agreement for the Colony Municipal Utility District No.1 dated February, 2004. The lot sizes will be consistent with the Planned Development, Patio Homes/Zero Lot Line Homes within the City of Bastrop Zoning Ordinance (Section 32.9 A). A suitable emergency exit/construction road will be constructed and remain in place until alternate exit(s) are constructed with future sections.

Comments: Seven (7) surrounding property owner notifications were mailed July 20, 2015. At this time we have not received any responses.

Staff Recommendation:
Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:
Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:
Final Plat for Section 2, Phase B



THE FINAL PLAT OF
THE COLONY MUD 1E SECTION 2 PHASE B
LEGEND
VICINITY MAP NOT TO SCALE
SCALE: 1" = 100'
GRAPHIC SCALE
KENT STREET
STREET
Carlson, Brigance & Doering, Inc.

7-28-2015

CITY OF BASTROP **AGENDA ITEM** **A.10**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL **DATE SUBMITTED:** **July 22, 2015**

MEETING DATE: **July 28, 2015**

1. Consideration, discussion and possible action regarding the **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS OF THE BASTROP CITY CODE OF ORDINANCES, TO AMEND ARTICLE 1.16 'ART IN PUBLIC PLACES', MAKING THE ART IN PUBLIC PLACES TASK FORCE A CITY BOARD, PROVIDING FOR MEMBERSHIP, POLICIES AND REGULATIONS RELATED TO SAME; PROVIDING A SEVERABILITY CLAUSE, REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

2. Party Making Request: City Manager Mike Talbot

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**

____

8. Staff Recommendation:____
____
____

9. Advisory Board: ____Approved _________Disapproved ________None

10. Manager's Recommendation: __________Approved __________Disapproved
__________None

11. Action Taken:

ORDINANCE NO. 2015 - 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS OF THE BASTROP CITY CODE OF ORDINANCES, TO AMEND ARTICLE 1.16 'ART IN PUBLIC PLACES', MAKING THE ART IN PUBLIC PLACES TASK FORCE A CITY BOARD, PROVIDING FOR MEMBERSHIP, POLICIES AND REGULATIONS RELATED TO SAME; PROVIDING A SEVERABILITY CLAUSE, REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about June 26, 2012, the City Council of the City of Bastrop passed Ordinance 2012-13 which established the City's Art in Public Places 'Task Force' as a seven (7) person volunteer body to act as a n advisory body to the City Council in matters related to the City's art in public places program (referred to as the 'BAIPP Task Force'); and

WHEREAS, since its inception, the BAIPP Task Force has been a vibrant, engaged and energetic body of volunteers who have actively participated in the beautification of the City through the placement of art in public places, and

WHEREAS, the work done by the BAIPP since June 2012 has promoted art tourism in the City, and has helped the City showcase to the citizens of and visitors to the City the creative and artistic accomplishments of the artists who have been selected to participate in the BAIPP's projects, to date; and

WHEREAS, the members of the BAIPP Task force believes that the BAIPP would benefit and therefore have asked that the Council approve transforming the BAIPP Task Force into a City Board, and the Council hereby concurs and desires to formally acts to make such transition for the BAIPP Task Force.

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

Part 1: That Chapter 1, General Provisions of the Code of Ordinances, City of Bastrop, Texas, Article 1.16, entitled 'Art in Public Places', is hereby amended to be read as follows:

ARTICLE 1.16 ART IN PUBLIC PLACES

Sec. 1.16.001 **Board Established.**

(a) The city council hereby establishes the Bastrop Art in Public Places Board, of the City of Bastrop, to be known as the Bastrop Art in Public Places Board (BAIPP).

Section 1.16.002 Membership , appointment, vacancies and attendance.

(a) The BAIPP Board shall consist of a minimum of five (5), but no more than nine (9) members, appointed by the Mayor and subject to confirmation by the Council. The BAIPP may have a minimum of one "non-voting" *ex officio* representative from the City Council, who shall be appointed by the Mayor, and who shall not count as a Member of the BAIPP, for any purpose. The *ex officio* representative shall operate as a Council liaison with the BAIPP Board. A simple majority of the Board's then existing voting membership shall constitute a quorum. For purposes of the first appointed Board serving after this ordinance's adoption, the existing terms of office for the then serving 'task force members' shall carry forward to their board service.

(b) The BAIPP Board members shall be appointed for terms of three (3) years. 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) 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) The members of the Board shall reside within the city's extraterritorial jurisdiction and/or the city, or may, in the sole discretion of the City Council, reside outside of the corporate limit and the extraterritorial limits so long as the appointed individual provides exceptional expertise with regard to the Board's responsibilities. Board members are responsible for recruiting new and replacement members and for making recommendations to the City Council.

(e) Community participants. The BAIPP shall have the responsibility for identifying and recommending to the Mayor and the Council individuals who shall be appointed by the Mayor, with Council confirmation, to assist the Board as "non-voting" community participants of the BAIPP, as the Council deems necessary and as requested by the Board. Such non-voting community participants of the BAIPP may include Bastrop youth and BISD students, as recommended. These community participants shall be appointed for a one-year term, with the right of reappointment for a single one-year additional term, at the discretion of the Board's recommendation and the Council's approval.

(f) Attendance requirements for the Board members are set forth in the Code, section 1.02.002(b), et seq.)

Section 1.16.003 Purpose, Powers and Duties of the BAIPP.

(a) The BAIPP shall act as an advisory board to the city council in matters related to the city's art in public places program, with the goal of increasing awareness and appreciation of art, as well as increase civic pride, through the display of art in the City of Bastrop, Texas.

(b) The BAIPP's procedures, duties and powers are set forth in the Board's amended Bylaws, which derive from the original Task Force Bylaws, as approved by the City Council in June 2012, as amended and updated.

Part 2: If any section or part of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, that holding shall not invalidate or impair the validity, force or effect of any other section or part of this Ordinance or Code of Ordinances, City of Bastrop, Texas.

Part 3: This Ordinance supersedes and repeals all Ordinances or parts of Ordinances, if any, in conflict herewith; however, such present Ordinances shall remain in full force and effect until the effective date of this Ordinance.

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

READ and Acknowledged on First Reading on the 14th. day of JULY, 2015.

READ and Adopted on Second Reading on the 28th. day of JULY, 2015.

APPROVED: **ATTEST:**

Ken Kesselus
Mayor

Traci Chavez
Interim City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

CITY OF BASTROP AGENDA ITEM **A.11**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **July 22, 2015**

MEETING DATE: **July 28, 2015**

1. Consideration, discussion and possible action regarding the **SECOND READING OF AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS, ENTITLED "HEALTH AND SANITATION," SECTION 6.04.001, AND SECTION 6.04.004(a)(4), RELATED TO WEED ABATEMENT ON PRIVATE PROPERTY UP TO EDGE OF ROADWAYS AND/OR CURB(S); ESTABLISHING FINES FOR THE VIOLATION OF SAID ARTICLES; ESTABLISHING ENFORCEMENT AUTHORITY, REPEALING ANY INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

2. Party Making Request: Chief of Police Steve Adcock

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**

8. Staff Recommendation: ____________________

9. Advisory Board: ____Approved _________Disapproved ________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken:

ORDINANCE NO. 2015-09

AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES OF THE CITY OF BASTROP, TEXAS, ENTITLED "HEALTH AND SANITATION," SECTION 6.04.001, AND SECTION 6.04.004(a)(4), RELATED TO WEED ABATEMENT ON PRIVATE PROPERTY UP TO EDGE OF ROADWAYS AND/OR CURB(S); ESTABLISHING FINES FOR THE VIOLATION OF SAID ARTICLES; ESTABLISHING ENFORCEMENT AUTHORITY, REPEALING ANY INCONSISTENT PROVISIONS; 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 217.042, to define and prohibit any nuisance within the limits of the municipality and within 5,000 feet outside the limits and to enforce all ordinances necessary to prevent and summarily abate and remove a nuisance; and

WHEREAS, the City of Bastrop has determined that it is in the best interest of the health, safety and welfare of its citizens to amend certain provisions in the existing City Ordinance Chapter 6, concerning responsibilities for abatement of nuisances within the City; and

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

PART 1: That the subsection set forth in Chapter 6 of the City of Bastrop's Code of Ordinances, entitled Health and Sanitation, is hereby amended, as follows:

CHAPTER 6. HEALTH AND SANITATION

ARTICLE 6.04.001

Sec. 6.04.004 Weeds

(a) No person shall permit rank and/or uncultivated vegetable growth or matter to:

(1) – (3) (no change)

(4) Persons are responsible for removal of grass and weeds from their property, as noted above, to the back of the curb of an abutting roadway, or, in the absence of a curb, then to the surface of an adjacent abutting roadway or abutting public right-of way; or to the point on the property as otherwise

determined by the Code Enforcement Officer to be required for weed/grass abatement necessary to protect and maintain the public's health, welfare and safety.

PART 2. The City Manager and City Secretary are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect this amendment.

PART 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

PART 5. This Ordinance shall become effective in accordance with the City Charter and the laws of the State of Texas.

READ AND APPROVED, on FIRST READING, on this the 14th. day of JULY 2015.

READ AND ADOPTED, on SECOND READING, on this the 28TH. day of JULY 2015.

ADOPTED:

____
Ken Kesselus, Mayor

ATTEST:

____
Traci Chavez, Interim, City Secretary

APPROVED AS TO FORM:

____
Jo-Christy Brown, Esq.
City Attorney

CITY OF BASTROP **AGENDA ITEM** **A.12**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 22, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **A Resolution approving and adopting the Investment Policy for the City of Bastrop, Texas, and making various provisions related to the subject.**

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

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

4. Policy Implication: Provided in the Public Funds Investment Act section 2256.005(e) the governing body will review the Investment Policy annually and provide a written instrument stating that it has reviewed the Policy. I would like to further state that there are no recommended or required changes to the Investment Policy that the City Council adopted last fiscal year. Also, I am pleased to announce the Government Treasurers' Organization of Texas (GTOT) provided the City of Bastrop the Certificate of Distinction for its' Investment Policy.

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: Approval and adoption of Investment Policy ________

9. Advisory Board: ________ Approved ________ Disapproved ________ None

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

11. Action Taken: ________

RESOLUTION NO. R-2015-14

A RESOLUTION APPROVING AND ADOPTING THE INVESTMENT POLICY FOR THE CITY OF BASTROP, TEXAS, AND MAKING VARIOUS PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Public Funds Investment Act, Texas Government Code Ann., Chapter 2256 (the "Act"), provides that the governing body of an investment entity shall adopt a written investment policy regarding the investment of its funds; and

WHEREAS, the written Investment Policy, as amended, will further protect City Assets by identifying investment objectives, addressing the issues of investment risks versus rewards, and providing the framework for the establishment of controls, limitations and responsibilities of City employees in the performance of their fiduciary responsibilities;

WHEREAS, the City Council must approve any amendments to such Investment Policy; and

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

(1) The City Council of the City of Bastrop, Texas, approves and adopts the revised Investment Policy attached hereto as Exhibit A and made a part hereof by this reference.

PASSED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 28th. Day of JULY, 2015.

APPROVED:

____

Ken Kesselus, Mayor

ATTEST:

____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

City of Bastrop

Investment Policy

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I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Bastrop in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Bastrop shall review its investment strategies and policy annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act. Texas Government Code, Chapter 2256 (the "Act") to define, adopt and review a formal investment strategy and policy. The policy provides conformance to all statutes, rules, and regulations governing the investment of public funds.

II. INVESTMENT STRATEGY

The City of Bastrop may maintain separate portfolios, or one commingled portfolio which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. The investment objective for each portfolio will maintain the following priorities in order of importance: preservation and safety of principle, liquidity, diversification, understanding of the suitability of the investment to the financial requirements of the City, marketability of the investment and lastly yield.

Operating funds and commingled pools containing operating funds objective will assure that anticipated cash flows are matched with adequate investment liquidity. An additional objective is to create a diversified portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 1 year or less will be calculated using the stated final maturity date of each security.

Debt service funds shall have as their objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. No extended investment may be made unless the prior debt service dates are fully funded.

Debt service reserve funds primary objective is the ability to generate a revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities, within the desired maturity and quality range.

Special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The state final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This investment policy applies to all financial assets of the City of Bastrop. These funds are accounted for in the City's Annual Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise/ Proprietary Funds and any new fund unless specifically exempted by the City Council.

IV. OBJECTIVES

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets.

The City's cash management portfolio shall be designed with the objective of regularly matching or exceeding the yield on comparable U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

V. RESPONSIBILITY AND CONTROL

A. Investment Officer

Under the direction of the City Manager, the Chief Financial Officer is designated as investment officer of the City and is responsible for investment decisions and activities. The investment officer shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, eight hours of training must be completed every two fiscal years. The training cycle is concurrent with the city's fiscal year.

B. Internal Controls

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Chief Financial Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- ✓ Control of collusion.
- ✓ Separation of transaction authority from accounting and record keeping.
- ✓ Custodial safekeeping.
- ✓ Clear delegation of authority to subordinate staff members.
- ✓ Written confirmation for telephone (voice) transactions for investments and wire transfers.

C. Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City's control, over which the officer has responsibility rather than a consideration as to the prudence of single investment.

2. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

D. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VI. REPORTING

The Chief Financial Officer shall submit a written quarterly investment report of investment transactions for the preceding reporting period to the City Manager and City Council. The report will include a description in detail of the investment position of the City. To include a summary of investments, and their beginning market value, additions and changes to the market value during the period, ending market value, and fully accrued interest for the reporting period. The report should include a description of each investments. The market value of the portfolio must be determined at least monthly. Market prices will be obtained from an independent source.

If the City invests in other than money market mutual funds, investment pools or bank time and demand accounts in any bank the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

VII. INVESTMENT PORTFOLIO

A. Active Portfolio Management

The City shall pursue a conservative pro-active versus passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly. The City is not required to liquidate investments that were authorized investments at the time of the purchase.

B. Authorized Investments

Assets of the City of Bastrop may be invested only in the following instruments; as further defined in the Act. At least 3 competitive offers or bids must be obtained for all individual security purchases and sales. (Transactions with money market mutual funds, local government investment pools and when-issued securities shall also be evaluated with comparable investments.

1. Authorized

   a. Obligations of the United States of America, its agencies and instrumentalities.

   b. Direct obligations of the State of Texas and agencies thereof.

   c. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies or insured by, or backed by the full faith and credit with a maximum maturity of three years.

   d. Obligations of any US states or agencies and subdivisions thereof, having been rated as A or better by a national credit rating agency with a maximum maturity of three years.

   e. FDIC insured or collateralized depository certificates of deposit from banks collateralized in accordance with this policy and with a maximum maturity of one year.

   f. FDIC insured brokered certificate of deposit securities issued by any US state delivered versus payment to the City's safekeeping agent not to exceed one year to maturity. Before purchase, the investment officer must verify the FDIC status of the bank on www.fdic.gov to assure the bank is FDIC insured.

   g. Fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies collateralized as defined by this policy and executed under the Bond Market Association Master Agreement. Securities purchased by the City shall be held by an independent custodian approved by the City. Repurchase agreements transacted with a primary government securities dealer, as defined by the Federal Reserve.

   h. Constant-dollar local government investment in Texas which invest in instruments and follow practices allowed by the Act.

   i. Commercial paper, rated A1P1 or equivalent by two rating agencies with a maximum maturity of ninety days.

   j. Interest bearing accounts in any bank in Texas.

   k. AAA-rated money market funds striving to maintain a $1 NAV.

2. Not Authorized

The City's authorized investments options are more restrictive than those allowed by state law. State law specifically prohibits investment in the following investment securities:

a. An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

c. Collateralized mortgage obligations that have a state final maturity date of greater than 10 years.

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. Maximum Maturity and Weighted Average Maturity

The City of Bastrop intends to match the maturities with liability and liquidity needs of the City. In no case will the average dollar-weighted maturity of investments of the City's operating funds exceed two years. The maximum final stated maturity of any investment shall not exceed three years.

D. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

Risk of issuer default is controlled by limiting investments to those high credit quality instruments allowed by the Act, further restricted by policy.

Market risk can be limited by avoiding over-concentration assets in a specific maturity sector and limitation of average maturity of operating funds investment to two years.

VIII. SELECTION OF BANKS AND DEALERS

1. Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the services, costs, earning potential and credit worthiness of institutions shall be considered. The Chief Financial Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

2. Securities Broker/Dealers

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of Texas registration
- completed City broker/dealer questionnaire
- policy certification of review of the City's investment policy signed by an authorized representative of the organization to include acknowledgment that the firm has implemented reasonable procedures and controls in an effort not to sell investments to the City unauthorized by policy.

3. List of Qualified Brokers

The City Council will annually adopt, by resolution a list of authorized brokers to engage in investment transactions with the City. Each broker/dealer will provide the required policy certification before any transaction can be executed.

IX. COLLATERAL, SAFEKEEPING AND CUSTODY

A. Time and Demand Deposit Pledged Collateral

All bank time and demand deposits shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits less an amount insured by the FDIC. Evidence of the pledged collateral shall be provided by the Custodian. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Monthly reports of collateral shall be provided directly from the custodian on a monthly basis.

Collateral pledged to secure deposits of the City shall be held by an independent financial institution outside the holding company of the depository in accordance with a written safekeeping agreement under the terms of FIRREA. The safekeeping agreement shall clearly define the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

B. Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third party safekeeping agent approved by the City under an executed Bond Market Association Master Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

C. Authorized Collateral Defined

The City of Bastrop shall accept only the following securities as collateral:

1. FDIC insurance coverage.

2. Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMO which pass the bank test.

3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

4. Securities from any US state and its subdivisions rated as A or better by national recognized rating agencies.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditors.

X. INTERNAL CONTROLS

A. Delivery vs. Payment Security Settlement

All securities shall be settled into City safekeeping using the delivery vs. payment method. That is, payments shall not be made until the correct security was received by the safekeeping agent. The security shall be held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City by the safekeeping agent.

B. Loss of Credit Rating

The investment officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio requiring ratings based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

C. Monitoring FDIC Coverage

The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

XI. INVESTMENT POLICY ADOPTION

The City of Bastrop investment policy shall be reviewed and adopted by resolution of the City Council on at least an annual basis. Any changes made to the policy shall be reflected in the adopting resolution.

Adopted:______________________

XII. GLOSSARY OF TREASURY TERMS

Agencies: Federal agency securities.

Asked: The price at which securities are offered to be sold to the City.

Bid: The price at which the City would sell its securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies and used to define the securities bought and sold under a repurchase agreement signifying ownership by the City.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Bastrop. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and detailed statistical section.

Coupon: (a) The annual rate interest that a bonds' issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, carries an inventory of securities and may act as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP): Delivery versus payment means delivery of securities with a simultaneous exchange of money for the securities. It guarantees that the City always has control of its security or its fund.

Discount: The difference between the cost price of security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, for example: U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, for example: S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per depositor.

Federal Funds Rate (the "Fed Rate"): The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks in relation to member commercial banks.

Federal National Mortgage Association (FNMA or Fannie Mae): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and secondary loans in addition to fixed-rate mortgages. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve (12) regional banks, and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

Local Government Investment Pool (LGIP): A local cooperative of a political subdivisions allowing for joint investment and reinvestment of assets.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A simultaneous buy-sell transaction used primarily for short term investing performed only under a Bond Market Association Master Repurchase Agreement. The master agreement defines the transaction, identifies the relationship between the parties, establishes practices regarding ownership and custody of the securities during the term of the investment, provides remedies in the case of default, and clarifies ownership.

Maturity: The date on which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A primary dealer is designated by the NY Fed with strong restrictions which submits daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and is subject to its formal oversight. The list of current primaries is found on the www.nyfed.gov.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Rate of Return: The rate obtainable on a portfolio or security based on its purchase price or its current market price. A rate of return portfolio is based on and traded to parallel an index and indicates active trading of the portfolio.

Repurchase Agreement (RP or REPO): A buy-sell transaction in which a holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills (T Bills): A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: The longest U.S. Treasury securities being auctioned at the time – usually 30-year maturity.

Treasury Notes: Intermediate-term, coupon-bearing U.S. Treasury securities having initial maturities from two to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio.* Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par.

CITY OF BASTROP AGENDA ITEM **A.13**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 21, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on a request for Lot 1, Block B and Lots 1 & 2, Block A, Bastrop West Commercial Section Three Replat of Lot 1, Block A to create two commercial lots located within the city limits of Bastrop, Texas.**

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

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

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

4. Policy Implication: ______________________________

5. Budgeted: _________Yes __________No N/A
   Bid Amount: ________________ Budgeted Amount: ________________
   Under Budget: ________________ Over Budget: ________________
   Amount Remaining: ________________

6. Alternate Option/Costs: ______________________________

7. Routing:

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)				
b)				
c)				

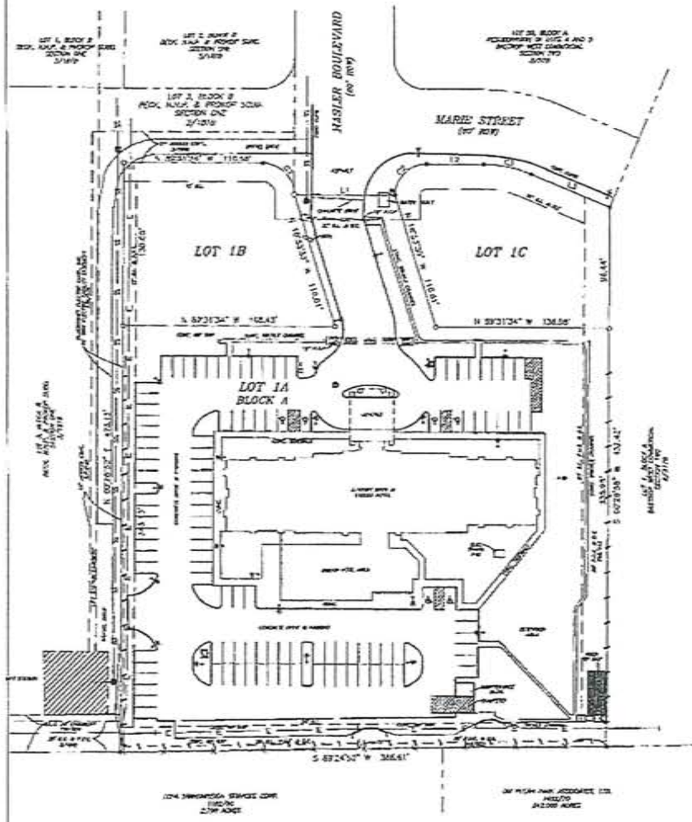
8. Staff Recommendation:

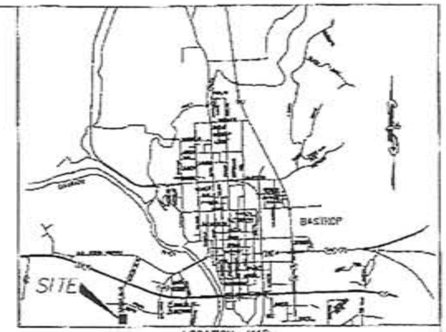
9. Advisory Board: _________Approved _________Disapproved ___________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ______________________________

LOT 1, BLOCK B, AND LOTS 1 & 2, BLOCK A, BASTROP WEST COMMERCIAL SECTION THREE REPLAT OF LOT 1, BLOCK A.





RECEIVED
JUL 06 2015
By

LOT 1, BLOCK B, AND LOTS 1 & 2, BLOCK A, BASTROP WEST COMMERCIAL SECTION THREE REPLAT OF LOT 1, BLOCK A.

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 23, 2015

MEETING DATE: July 28, 2015

1. Agenda Item: Consideration, discussion and possible action on a request from CircleVille General Store for a variance to Section 8.02.001 of the City of Bastrop Code of Ordinances to allow for the Sale of Alcoholic Beverages at Mayfest Park on August 9, 2015 for the Benny Boyd Bull Riding Event.

2. Party Making Request: **City Manager Mike Talbot**

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

4. Policy Implication: ____________________

5. Budgeted: ________Yes ________No N/A
   Bid Amount: ________ Budgeted Amount: ________
   Under Budget: ________ Over Budget: ________
   Amount Remaining: ________

6. Alternate Option/Costs: ____________________

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)			
b)			
c)			

8. Staff Recommendation:

9. Advisory Board: ________Approved ________Disapproved ________None

10. Manager's Recommendation: ________Approved ________Disapproved ________None

11. Action Taken: ____________________

CIRCLE VILLE GENERAL STORE
600 S. STATE HWY 95
TAYLOR, TEXAS 76574
(512) 352-6848

July 24, 2015

Mike Talbot, City Manager
City of Bastrop
PO Box 427
Bastrop, Texas 78602

Dear Mr. Talbot,

Circleville General Store is requesting a Variance to sell and allow consumption of alcoholic beverages during the Benny Boyd Backyard Bull Riding event schedule on Sunday August 9, 2015 at the area known as Mayfest Hill Park located at 25 American Legion Drive. This event is not in any way affiliated with the Bastrop Homecoming Committee, Inc.'s events.

All permits, to include Food and Health permit and Texas Alcoholic Beverage Commission will be obtained and delivered to the city.

Please contact me as soon as possible if you have other concerns or questions

Respectfully submitted,

Nikki Barcuch

Nikki Barcuch, Owner
Circleville General Store
(512) 922-2188

2015 Food Permit

Williamson County and Cities Health District
211 Commerce Blvd., Ste 111
Round Rock, TX 78664
(512) 248-7617

Note: Permit Must Be Displayed In Location Viewable By Consumer

Establishment Code No. WC-[illegible]

THIS IS TO CERTIFY THAT: JOE BARCUCH

Owner of: [illegible] LEVILLE GEN[illegible]

Meets the minimum requirements to operate [illegible]

at: 600 S. STATE HWY 95 TAYLOR, TX [illegible]

Issue date: 2-19-15 *By:* Kay Kelley

Special Restrictions:

Permit remains in effect until 12/31/2015 **or until removed for non compliance with minimum State or Local regulatory standards.**

Notify the health authority in the event of an imminent health hazard.

TEXAS ALCOHOLIC BEVERAGE COMMISSION

WINE&BEER RETAILER'S ON PREMISE PERMIT
FOOD AND BEVERAGE CERTIFICATE

BG811977 RENEW 17% WINE

ISSUE DATE 06/28/2014

EXPIRES 06/27/2016

CIRCLEVILLE GENERAL STORE

600 HWY 95 SOUTH
TAYLOR WILLIAMSON

JOSEPH WILLIAM BARCUCH

SIGN = BLUE

MAIL

CIRCLEVILLE GENERAL STORE
JOSEPH WILLIAM BARCUCH
600 HWY 95S
TAYLOR TX 76574

Sherry K-Cook
ADMINISTRATOR

CITY OF BASTROP **AGENDA ITEM** **B.1**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 22, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **CONDUCT A PUBLIC HEARING to receive citizens input on a Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the city limits of Bastrop, Texas.**

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

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

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 requested on a Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the city limits of Bastrop, Texas.

9. Advisory Board: _____ Recommended Approved __________Disapproved __________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ____________________

City of Bastrop
Agenda Information Sheet:

City Council Meeting Date: **July 28, 2015**

Project Description:
Public Hearing: Consideration, discussion and possible action on a Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the City limits of Bastrop, Texas.

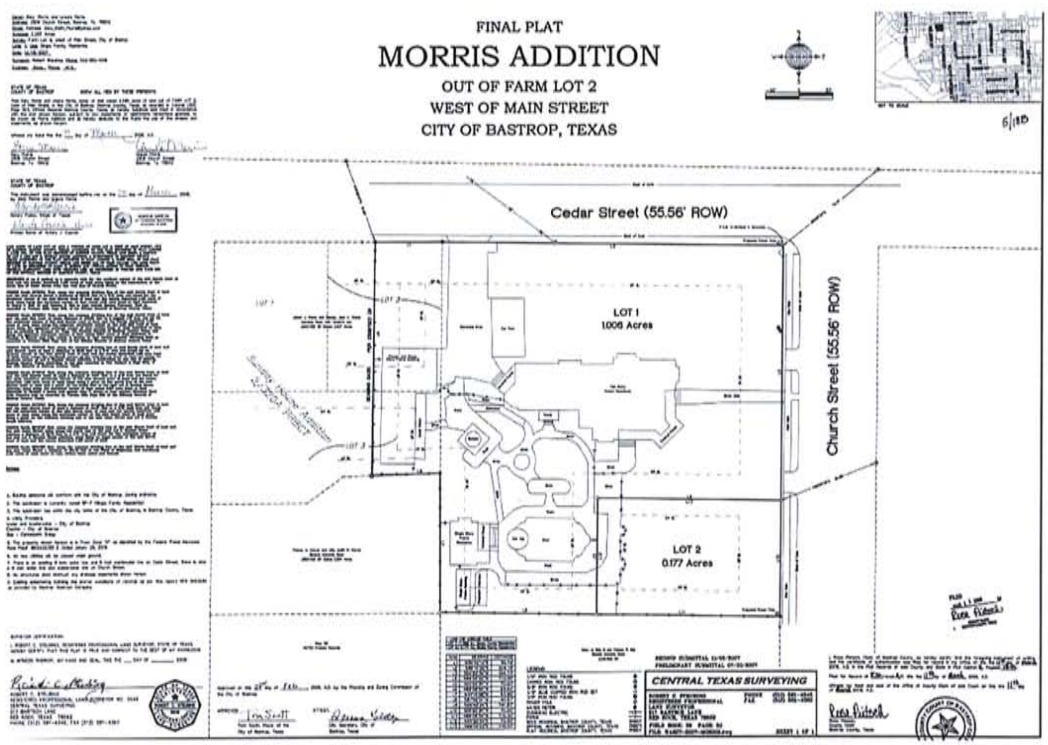
Item Summary:

Owner/Applicant:	Joe Grady Tuck
Location:	Between Wilson Street and Church Street
Utilities:	City water and sewer and Bastrop Power and Light
Residential Lots:	Two residential lots

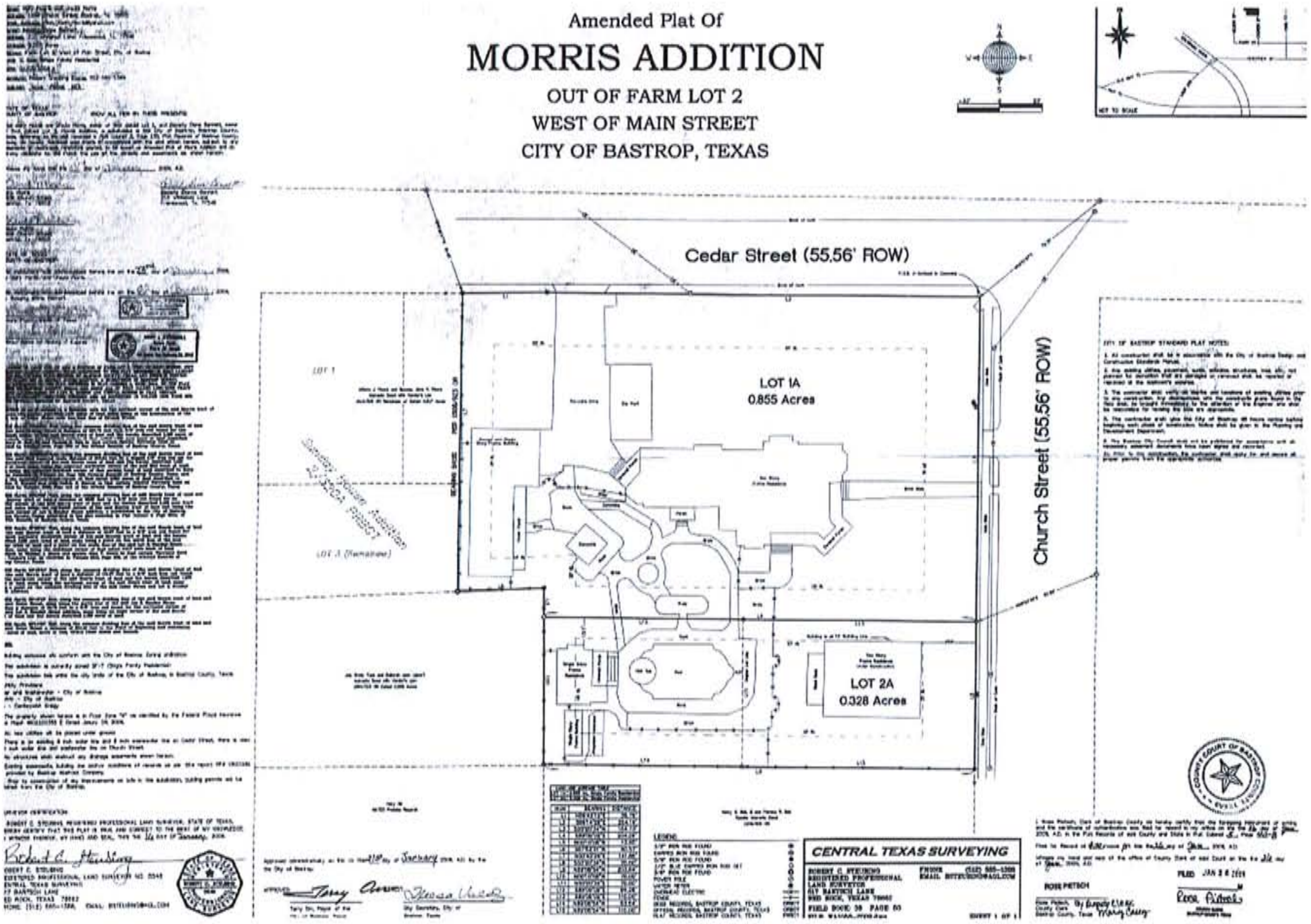
Background/History:
This is a replat between two subdivisions. It is moving portions of one lot from the Morris Addition (Lot 2A) to be the extension of the back yard of Lot 1 in the J&T Hoover/W-2 Subdivision.

This plat will take the existing pool and accessory structure "pool house" that was originally part of the Amended Morris Addition Lot 2A and move these structures to the back yard of Lot 1 in the J&T Hoover/W-2 Subdivision. This replat will not create any additional lots.

The Orgain Home circa 1888, located at 1508 Church is on the corner of Church and Cedar Streets. This property was subdivided by the Morris family in March of 2008 to create a two lot subdivision.

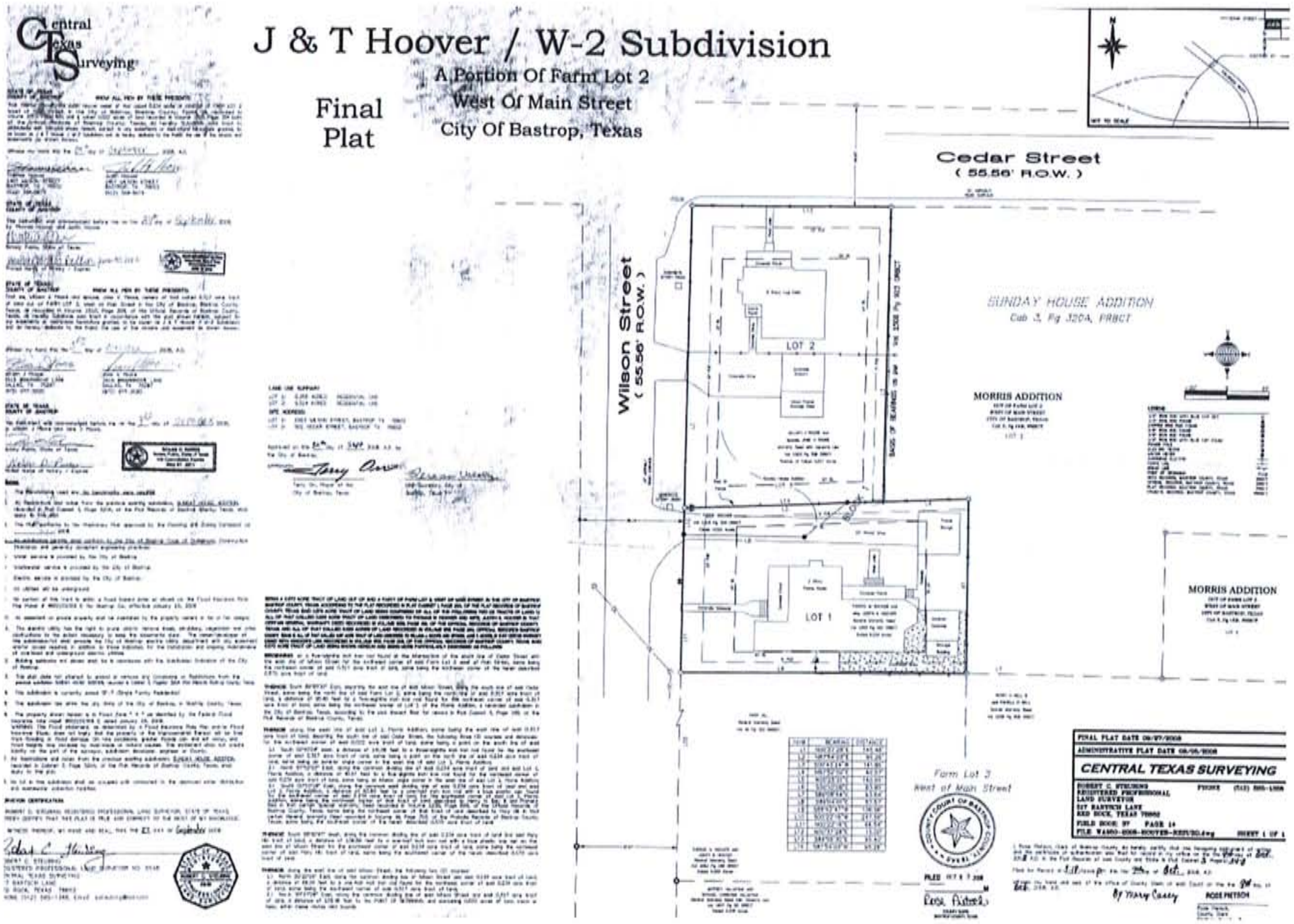


The Morris family then amended the plat in January 2009 to give the "existing pool and accessory structure" from Lot 1 to recently created Lot 2. This then created a new Lot 1A and Lot 2A.

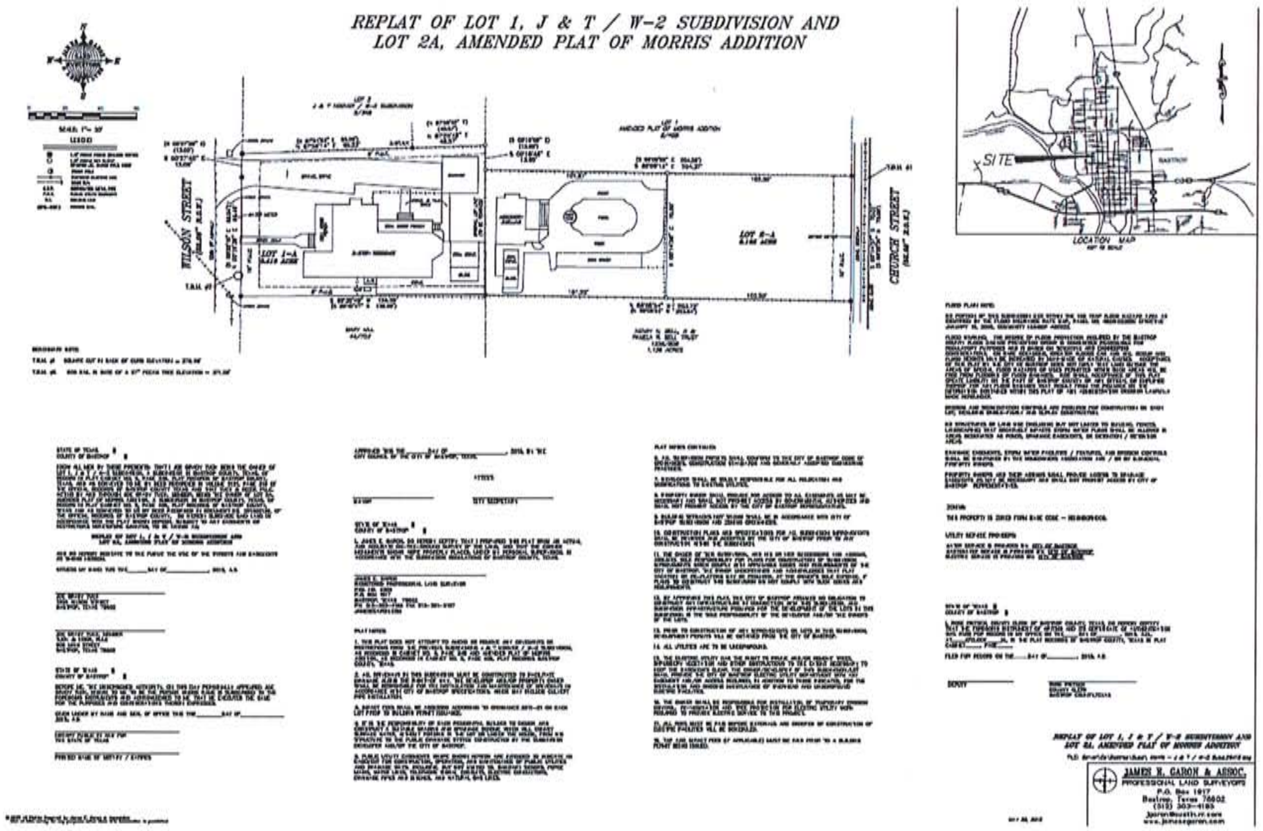


Building permits were pulled for a home/primary structure to be built, but unfortunately the primary structure was destroyed/burned in approximately June 2009. This has left this property vacant without a primary structure and with only the "existing pool and accessory structure".

Separately in October of 2009 the property behind the Morris Addition that faced Wilson and Cedar Street was being platted into two lots known as J&T Hoover/W-2 Subdivision. This newly submitted plat looks at changing Lot 1 in this subdivision.



This plat is a replat of Lot 1, J&T/W-2 Subdivision and Lot 2A of the Amended Plat of Morris Addition will take the "existing pool and accessory structure" from the Lot 2A of the Morris Addition and move to the backyard of Lot 1 of the J&T Hoover/W-2 Subdivision. The new plat will make Lot 2A available for a new structure.



Basis of Support:
This plat essentially returns the lot that faces Church Street (2A) into the same size as the original plat of the Morris Addition from March 2008. It transfers the "existing pool and accessory structure" from Lot 2 but instead of returning the Orgain Home property it is moved to Lot 1 of the J&T Hoover/W-2 Subdivision. The new Lot 2 will have slightly less depth of 102.5 versus the previously platted lot depth requirement of 110 feet. This new lot depth is allowed under the Formed Based Code (FBC) recently adopted by City Council. This new lot depth will also remove all the previous encroachments of fence and pool decking from the back yard of the newly created Lot 2.

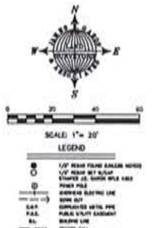
Comments: Eleven (11) surrounding property owner notifications were mailed July 14, 2015. We have received two (2) surrounding property owner notice opposed to the request. (attached).

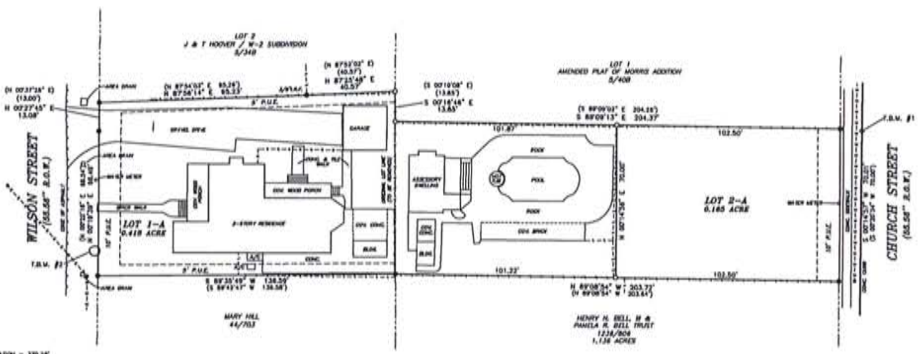
Staff Recommendation:
Staff recommends approval of the Replat of Lot 1, J&T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1A. being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the City limits of Bastrop, Texas

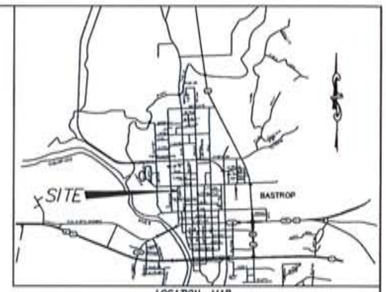
City Contact:
Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:
Replat and Property Owner Notice

REPLAT OF LOT 1, J & T / W-2 SUBDIVISION AND LOT 2A, AMENDED PLAT OF MORRIS ADDITION







LOCATION MAP
NOT TO SCALE

BENCHMARK NOTE:

T.B.M. #1 SQUARE CUT IN BACK OF CURB ELEVATION = 370.38'

T.B.M. #2 60D NAIL IN BASE OF A 37" PECAN TREE ELEVATION = 371.39'

STATE OF TEXAS §
COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS: THAT I JOE GRADY TUCK BEING THE OWNER OF LOT 1, J & T / W-2 SUBDIVISION, A SUBDIVISION IN BASTROP COUNTY, TEXAS, OF RECORD IN PLAT CABINET NO. 5, PAGE 348, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND AS CONVEYED TO ME BY DEED RECORDED IN VOLUME 2121, PAGE 310 OF THE OFFICIAL RECORDS OF BASTROP COUNTY TEXAS AND THAT TUCK & MIZER, PLLC, ACTING BY AND THROUGH JOE GRADY TUCK, MEMBER, BEING THE OWNER OF LOT 2A, AMENDED PLAT OF MORRIS ADDITION, A SUBDIVISION IN BASTROP COUNTY, TEXAS, OF RECORD IN PLAT CABINET NO. 5, PAGE 408, PLAT RECORDS OF BASTROP COUNTY, TEXAS AND AS CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 201502138, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, DO HEREBY SUBDIVIDE SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

REPLAT OF LOT 1, J & T / W-2 SUBDIVISION AND LOT 2A, AMENDED PLAT OF MORRIS ADDITION

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

WITNESS MY HAND THIS THE______DAY OF____________, 2015, A.D.

____
JOE GRADY TUCK
1503 WILSON STREET
BASTROP, TEXAS 78602

____
JOE GRADY TUCK, MEMBER
TUCK & MIZER, PLLC
906 MAIN STREET
BASTROP, TEXAS 78602

STATE OF TEXAS §
COUNTY OF BASTROP §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE______DAY OF____________, 2015, A.D.

____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

____
PRINTED NAME OF NOTARY / EXPIRES

APPROVED THIS THE______DAY OF____________, 2015, BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS.

ATTEST:

____________________ ____________________
MAYOR CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BASTROP §

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

____
JAMES E. GARON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
P.O. BOX 1917
BASTROP, TEXAS 78602
PH. 512-303-4185 FAX 512-321-2107
JAMESEGARON.COM

PLAT NOTES:

1. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS FROM THE PREVIOUS SUBDIVISIONS J & T HOOVER / W-2 SUBDIVISION, AS RECORDED IN CABINET NO. 5, PAGE 348 AND AMENDED PLAT OF MORRIS ADDITION, AS RECORDED IN CABINET NO. 5, PAGE 408, PLAT RECORDS BASTROP COUNTY, TEXAS.

2. ALL DRIVEWAYS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE RIGHT-OF WAY. THE DEVELOPER AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF DRIVEWAYS IN ACCORDANCE WITH CITY OF BASTROP SPECIFICATIONS, WHICH MAY INCLUDE CULVERT PIPE INSTALLATION.

3. IMPACT FEES SHALL BE ASSESSED ACCORDING TO ORDINANCE 2011-21 ON EACH LOT PRIOR TO BUILDING PERMIT ISSUANCE.

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

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

PLAT NOTES CONTINUED:

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

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

8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF BASTROP REPRESENTATIVES.

9. BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF BASTROP SUBDIVISION AND ZONING ORDINANCES.

10. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

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

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

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

14. ALL UTILITIES ARE TO BE UNDERGROUND.

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

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

17. ALL FEES MUST BE PAID BEFORE MATERIALS ARE ORDERED OR CONSTRUCTION OF ELECTRIC FACILITIES WILL BE SCHEDULED.

18. TAP AND IMPACT FEES (IF APPLICABLE) MUST BE PAID PRIOR TO A BUILDING PERMIT BEING ISSUED.

FLOOD PLAIN NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0355E EFFECTIVE JANUARY 19, 2006, COMMUNITY NUMBER 480022.

FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE CITY OF BASTROP DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION.

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

DRAINAGE EASEMENTS, STORM WATER FACILITIES / FEATURES, AND EROSION CONTROLS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND / OR BY INDIVIDUAL PROPERTY OWNERS.

PROPERTY OWNERS AND THEIR ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF BASTROP REPRESENTATIVES.

ZONING:

THIS PROPERTY IS ZONED FORM BASE CODE – NEIGHBORHOOD.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: CITY OF BASTROP
WASTEWATER SERVICE IS PROVIDED BY: CITY OF BASTROP
ELECTRIC SERVICE IS PROVIDED BY: CITY OF BASTROP

STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE____DAY OF________, 2015, A.D., AT____O'CLOCK____M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET____ PAGE____

FILED FOR RECORD ON THE____DAY OF________, 2015, A.D.

________________ ____________________
DEPUTY ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

REPLAT OF LOT 1, J & T / W-2 SUBDIVISION AND LOT 2A, AMENDED PLAT OF MORRIS ADDITION

FILE: Server\Gx\Bastrop\Subd\ Morris – J & T / W-2 Subd.2615.dwg

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

MAY 20, 2015

512 332-8845

NOTICE OF PUBLIC HEARING
CITY COUNCIL

Dear Property Owner:

The **Bastrop City Council** will conduct a public hearing at 6:30 p.m. on **Tuesday, July 28, 2015** in the Bastrop City Council Chambers, 1311 Chestnut Street, Bastrop, Texas to consider the Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres and residential Lot 2-A being +/- 0.165 acres west of Church Street and east of Wilson Street within the City limits of Bastrop, Texas.

Applicant:	Joe Grady Tuck
Location:	West of Church Street and East of Wilson Street
Legal Description:	Lot 1, J & T/W-2 Subdivision recorded in Plat Cabinet No. 5, Page 34B and Lot 2A Amended Plat of Morris Addition recorded In Plat Cabinet 5, Page 40B in the plate records of Bastrop County, Texas

PLEASE SEE 11 X 17 OF THE PLAT – INCLUDED WITH THIS NOTICE

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

PROPERTY OWNER'S RESPONSE

FAX TO 512 321 5472

RECEIVED JUL 22 2015 By

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

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

Property Owner Name: Cheryl Long

Property Address: 1501 Church Street

Mailing Address: same

Phone (optional): 512-517-2040 cell

Email (optional): purewestcl @Aol

Property Owner's Signature: Cheryl Long

Comments: (Optional) By subdividing into small parcels - The Integrity of a Historic Neighborhood is destroyed - AND NOT protected

Please provide reply to: Planning and Development Department City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8849

Re: Replat of Lot 1, J&T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition (mailed 7/14/2015)

* purewestcl@aol.com

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CITY COUNCIL

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PROPERTY OWNER'S RESPONSE

RECEIVED
JUL 23 2015
By [illegible]

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

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

Property Owner Name: Henry N Bell & Pamela R Bell, Trust

Property Address: P.O. Box H

Mailing Address: Bastrop, Texas 78602

Phone (optional): (512) 158-2233

Email (optional): henry@hnbelllaw.com

Property Owner's Signature: Henry N Bell

Comments: (Optional) I did not receive notice of the July 28 2015 hearing the notice was sent to the wrong address. I need more information about what is going to be built on the most [illegible] historic district and street in Bastrop Texas. I also believe this lot is too small to be subdivided [illegible] and a smaller lot [illegible]

Please provide reply to: Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602 or via fax (512) 332-8849

Re: Replat of Lot 1, J&T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition
(mailed 7/14/2015)

CITY OF BASTROP AGENDA ITEM **B.2**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 22, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: **Consideration, discussion and possible action on a Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the city limits of Bastrop, Texas.**

2. Party Making Request: **Wesley Brandon, PE, City Engineer**

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

4. Policy Implication: ______________________________

5. Budgeted: _________Yes __________No N/A
   Bid Amount: ______________ Budgeted Amount: ______________
   Under Budget: ______________ Over Budget: ______________
   Amount Remaining: ______________

6. Alternate Option/Costs: ______________________________

7. Routing: **NAME/TITLE INITIAL DATE CONCURRENCE**
   a) ______________________________
   b) ______________________________
   c) ______________________________

8. Staff Recommendation:

Staff recommends approval of the requested on a Replat of Lot 1, J & T/W-2 Subdivision and Lot 2A, Amended Plat of Morris Addition to create residential Lot 1-A being +/-0.418 acres east of Wilson Street and residential Lot 2-A being +/-0.165 west of Church Street within the city limits of Bastrop, Texas.

9. Advisory Board: _____ Recommended Approved _________Disapproved ___________None

10. Manager's Recommendation: __________Approved __________Disapproved __________None

11. Action Taken: ______________________________

CITY OF BASTROP   AGENDA ITEM   **D.1**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **July 22, 2015**

MEETING DATE: **July 28, 2015**

1. Consideration, discussion and possible action regarding July 14, 2015 Preliminary Report on Convention Center Marketing and Bastrop Vision Task Force Report

2. Party Making Request: Mayor Ken Kesselus

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

4. Policy Implication: ____

5. Budgeted: _________Yes _________No N/A
   Bid Amount: _______________ Budgeted Amount: _______________
   Under Budget: _______________ Over Budget: _______________
   Amount Remaining: _______________

6. Alternate Option/Costs: ____

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

8. Staff Recommendation:____

9. Advisory Board: ____Approved ________Disapproved ________None

10. Manager's Recommendation: _________Approved _________Disapproved _________None

11. Action Taken:

The Mayor's Suggestion for processing our discussion of this item:

Purposes:

1. Creating a centralized and unifying system for utilization of HOT funds.
2. Improving the effectiveness of marketing Bastrop's tourism industry
3. Increasing usage of the Conventional Center and increasing income for it, in order to reduce the burden of HOT tax to pay for its operation.
4. Other

Basic Options:

1. A destination Marketing Organization to replace the Bastrop Marketing Corporation.
2. Creating a different sort of Bastrop Marketing Corporation that would continue in a way our nine-year relations with the Hyatt beyond the May 31, 2016 deadline.
3. Other

Possible Organizational Formats:

1. Making it a 501(c)(3) non-profit organization
2. Making it a city department
3. Making it a separate entity, similar to the Bastrop Economic Development Corporation
4. Other

Management/Leadership:

1. A city employee
2. A third party management firm
3. Executive Director of an organization similar to BEDC
4. Director of a Public/Private Partnership operating a hotel on the property west of the convention center that would provide services for marketing and sales for the Convention Center, too
5. Other

-- Continued on next page --

Reporting Relationship:

1. To the city manager
2. To the city council
3. To a board, similar to BEDC
4. No One, like the Library Board

Group of citizens to focus on the DMO

1. Advisory Committee (similar to the Library Board)
2. A commission (similar to P and Z)
3. An independent board, like BEDC
4. None
5. Other

Subsequent Decisions:

In both reports there are numerous suggestions for ways to implement certain decisions, which can best be considered after making initial decisions.

To: The Honorable Ken Kesselus, Mayor, fellow members of City Council, City Manager Mike Talbot

From: Kay Garcia-McAnally, on behalf of the Vision Task Force

Date: July 22, 2015

Re: Vision Task Force destination tourism marketing recommendations

Council approval is sought on **five key concepts** defining a strategy for strengthening Bastrop's visibility and its position as a preferred destination for tourists, group travelers, conventioneers and meeting/event planners. At its root, each concept is geared toward creating greater collaboration among stakeholders in Bastrop's tourism future and toward ensuring harmonious messaging, synergy of efforts, improved impact and strategic use of human and financial resources (Hotel Occupancy Tax funds).

Myriad details remain to be resolved as these key concepts unfold. Bulleted information is included to suggest the Vision Task Force's ideas of how these key concepts might best be addressed and in response to questions raised by Council members at our last meeting. At this time, we are requesting that Council adopt at this time only the five numbered concept statements, shown in boldface.

---

1. **Move/transition toward establishing "Destination Bastrop" (a Destination Marketing Organization/ "DMO") as a successor to Bastrop Marketing Corporation and as the official destination marketing umbrella for Bastrop and the Lost Pines region.**
   - Bastrop Marketing Corporation will continue the destination marketing plan as it has done since June 2006 and until the June 1, 2016 expiration of the BMC agreement. Concurrently, conversations should continue with the Hyatt regarding specific roles it might play in fulfilling the mission of Destination Bastrop, such as collaborating in the development of a robust and comprehensive destination marketing plan, assisting in Convention Center marketing/sales, developing a transportation system linking area hotels with Downtown Bastrop and the Convention Center.
   - Destination Bastrop would unfold incrementally, in accordance with a roll out sequence and timeline to be approved by Council. Council will be asked to approve and fund each service element.
   - At Council's discretion, the eventual scope of services might include (but would not be limited to)
     - Ongoing distance marketing of Bastrop and the Lost Pines region under a compelling brand that draws and builds tourism and supports all lodging properties in the City and its extraterritorial jurisdiction.
     - Convention center sales and marketing
     - Oversight of the visitor information function
     - Ongoing updating of locally produced websites as well as the "app"

- Production of hardcopy and online tourism brochures and like resources
- Assist local organizations, the Culinary District and Cultural Arts District in development and distance promotion of events and programs of interest to tourists

- Destination Bastrop would be a City department under the direct supervision of the City Manager. Guidance would be provided by an Advisory Board of primary stakeholders, selected and functioning in accordance with Destination bylaws and/or operating guidelines to be adopted by Council.
- Destination Bastrop marketing plans would be submitted annually to Council for review, approval and funding (through Hotel Occupancy Tax allocation).
- Professional services contractors supporting Destination Bastrop goals may include the Hyatt Regency Lost Pines; current BMC contractors Proof Advertising and Dublin and Associates; Bastrop Creative; graphic designers; professional convention center marketing/sales contractors, etc.

2. **Contract with an experienced tourism marketing professional to manage the startup of Destination Bastrop; charge the Vision Task Force to serve as an advisory body in the interim until a Destination Bastrop Advisory Board can be established.**
   - The professional will serve initially as contract director of Destination Bastrop and could transition to an advisory capacity for the purpose of (1) rolling out further service elements in a well-thought-out and cost-effective manner and (2) ensuring accountability for each service element provided.
   - Ideally this professional would be well-studied on not only destination tourism but also the role that Bastrop Marketing Corporation and local organizations/entities have played in drawing the traveling public to Bastrop.
   - Funding of these professional services would be drawn from HOT funds available to the City.

3. **Reserve and appropriate HOT funds for FY 2015-16 to implement essential service elements, in accordance with a prioritization and schedule developed by the consultant and/or Destination Bastrop Director and approved by Council.**
   - Developmental work should begin as soon as possible on the ongoing distance marketing function to ensure that Destination Bastrop is poised to carry forward a broadened and Bastrop-centered Lost Pines regional marketing initiative as the BMC agreement expires on June 1, 2016.
   - Concurrently, the consultant and/or Destination Bastrop Director will develop a detailed proposal for any other service element identified by Council as the next highest priority for implementation. The proposal should encompass a high level of detail about how the service will function, what level of staffing and funding is needed, and how performance will be measured. That proposal will go to Council for review, approval and funding.

- We anticipate each incremental service element will subsequently follow this pathway.

4. **Continue the process now in progress for Tier 2 Hotel Occupancy Tax grants for FY 2015-2016.**
    - With requesting local organizations building their budgets for the coming year, and in light of their need to make advance commitments for distance advertising, we are recommending no change to parameters for Tier 2 allocations of HOT funds for FY 2015-2016.
    - As Destination Bastrop rolls out, we anticipate that the collaboration between producers of tourism-directed programming and Destination Marketing will yield improved 2016-2017 marketing plans for those producers. This will result in more expert and cost-effective marketing by the organization and/or by Destination Bastrop on their behalf. That process will likely be reflected in FY 2016-17 Tier 2 requests.

5. **During FY 2015-2016, establish a specification of services to be provided by the visitor information center(s) and develop an RFP for FY 2016-2017 HOT allocation for visitor information center functions specified.**
    - The current HOT funding requests submitted by the Chamber of Commerce and the Bastrop County Historical Society each pursue differing visions of what a visitor information center should do and appear competitive rather than collaborative and complementary.
    - As a practical matter, convenience of visitors is the first priority: access to two locations serving this function is entirely acceptable. That said, the services provided by each should complement each other in ensuring that all key aspects of the visitor experience are encompassed. For that reason, we believe that a number of functions need to be addressed: updating of information available electronically (web, the "app" and the Buc-ee's kiosk, now in development), production and distribution of information (electronic and printed brochures and like pieces), attention to TripAdvisor, Travel.com and other travel websites for Bastrop/Lost Pines content, and creating a strong Facebook and Twitter presence.
    - The VTF believes that visitor information center functions— wherever physically situated — need to be performed under a service agreement with adequate HOT funding. While the employee(s) performing these functions have historically been supervised by the facility managers and may have other responsibilities associated with their employers; each organization will be directly accountable to the Destination Bastrop Director for the successful performance of the service agreement.

Consideration, discussion and possible action regarding each of five Vision Task Force conceptual recommendations regarding tourism marketing, as follows:

1. Move/transition toward establishing "Destination Bastrop" (a Destination Marketing Organization/"DMO") as a successor to Bastrop Marketing Corporation and as the official tourism marketing umbrella for Bastrop and the Lost Pines region.
2. Contract with an experienced tourism marketing professional to manage the startup of Destination Bastrop; and charge the Vision Task Force to serve as an advisory body in the interim until a Destination Bastrop Advisory Board can be established.
3. Reserve and appropriate HOT funds for FY 2015-16 to implement essential elements/services, in accordance with a prioritization and schedule developed by the consultant and/or Destination Bastrop Director and approved by Council.
4. Continue the process now in progress for Tier 2 Hotel Occupancy Tax grants for FY 2015-2016.
5. During FY 2015-2016, establish a specification of services to be provided by the visitor information center(s) and develop an RFP for FY 2016-2017 HOT allocation for visitor information center functions specified.

CITY OF BASTROP **AGENDA ITEM** **D.2**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL **DATE SUBMITTED:** **July 22, 2015**

MEETING DATE: **July 28, 2015**

1. Consideration, discussion and possible action regarding the FIRST READING OF AN ORDINANCE SETTING THE CONTRACTUAL RATES PAID TO PROGRESSIVE WASTE SOLUTIONS FOR RESIDENTIAL AND COMMERCIAL GARBAGE COLLECTION SERVICE PERFORMED BY PROGRESSIVE WASTE SOLUTIONS; AMENDING THE RATE OF RESIDENTIAL AND COMMERCIAL GARBAGE SERVICE CHARGED TO THE CITIZENS OF BASTROP, TEXAS TO INCLUDE APPLICABLE ADMINISTRATIVE COSTS AND SOLID WASTE DISPOSAL SERVICES RATES; AND PROVIDING AN EFFECTIVE DATE.

2. Party Making Request: Mayor Ken Kesselus

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

4. Policy Implication: ____________________

5. Budgeted: ________Yes ________No N/A
   Bid Amount: ____________ Budgeted Amount: ____________
   Under Budget: ____________ Over Budget: ____________
   Amount Remaining: ____________

6. Alternate Option/Costs: ____________________

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

8. Staff Recommendation: ____________________

9. Advisory Board: ____Approved ________Disapproved ________None

10. Manager's Recommendation: ________Approved ________Disapproved ________None

11. Action Taken:

ORDINANCE NO. 2015-11

AN ORDINANCE SETTING THE CONTRACTUAL RATES PAID TO PROGRESSIVE WASTE SOLUTIONS FOR RESIDENTIAL AND COMMERCIAL GARBAGE COLLECTION SERVICE PERFORMED BY PROGRESSIVE WASTE SOLUTIONS; AMENDING THE RATE OF RESIDENTIAL AND COMMERCIAL GARBAGE SERVICE CHARGED TO THE CITIZENS OF BASTROP, TEXAS TO INCLUDE APPLICABLE ADMINISTRATIVE COSTS AND SOLID WASTE DISPOSAL SERVICE RATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority provided by the Bastrop Code of Ordinances, Chapter 11, the City of Bastrop, Texas has contracted with Progressive Waste Solutions to provide the citizens of Bastrop with certain residential and commercial solid waste collection and disposal services; and

WHEREAS, it is necessary for the City to update and modify rates charged for residential and commercial solid waste services, to accommodate the new contract rates charged by Progressive Waste Solutions to the City, and to adjust the City's administrative costs, for same. **OW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS**:

PART 1: That, effective September 1, 2015 the solid waste collection rates paid by the residential customers of Bastrop shall be as shown on Attachment A.

PART 2: That, effective September 1, 2015 the solid waste collection rates paid by the commercial customers of Bastrop shall be modified, and shall be as shown on Attachment B.

PART 3: That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting rates and charges for residential and commercial solid waste service rates of the City of Bastrop, which are in conflict with this Ordinance, shall be, and the same are hereby, in all things repealed to the extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 4: This Ordinance shall take effect upon the date of final passage noted below in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

PASSED AND ACCEPTED on **FIRST READING** on the ____ day of ___________, 2015

PASSED AND APPROVED on **SECOND READING on the ____day of _________ 2015.**

APPROVED: ATTEST:

____________________________ ____________________________

Ken Kesselus, Mayor Ann Franklin, City Secretary

Attachment A

Base Residential Services

		Rates Paid by Residential Customers **before 9/1/2015**		**Rates** Paid by Residential Customers **after 9/1/2015**
Residential		$15.82		$15.91
Additional Cart				$5.52
Additional Recycle Bin				$2.21

Attachment B

Progressive Waste Solutions directly invoices Commercial Customers for the following Services:

Commercial Solid Waste Dumpster Services

Container Size	Weekly Collection Frequency 1						Extra Pickups 1
	1	2	3	4	5	6	
96-Gallon Cart	$24.00			N/A	N/A	N/A	
2 CY Dumpster	$69.32	$188.96	$232.17	$247.27	$284.36	$298.58	$62.00
3 CY Dumpster	$75.44	$139.83	$221.39	$294.92	$368.41	$392.34	$67.00
4 CY Dumpster	$103.70	$151.17	$241.84	$322.05	$402.54	$492.92	$70.00
6 CY Dumpster	$113.61	$185.74	$313.87	$394.33	$492.91	$591.49	$83.00
8 CY Dumpster	$129.61	$224.79	$336.19	$437.53	$546.91	$656.29	$95.00
10 CY Dumpster	$138.08	$227.90	$356.75	$476.49	$595.61	$714.74	$106.00

Commercial Recycling Dumpster Services (Non-Exclusive)

Container Size	Weekly Collection Frequency						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart	$19.00			N/A	N/A	N/A	
2 CY Dumpster	$62.38	$170.06	$208.96	$222.54	$255.93	$268.72	$62.00
3 CY Dumpster	$67.90	$125.84	$119.25	$252.89	$155.34	$208.96	$67.00
4 CY Dumpster	$81.74	$81.74	$81.74	$81.74	$81.74	$81.74	$70.00
6 CY Dumpster	$85.21	$139.30	$235.41	$295.75	$369.68	$443.62	$83.00
8 CY Dumpster	$90.73	$157.35	$235.33	$306.27	$382.84	$459.40	$95.00
10 CY Dumpster	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$106.00

Attachment B continued

Additional Fee Commercial Services

Description of Service	Fee
Lock	$11.00 per month
Set of Casters	$20.00 per month
Opening and Closing of Enclosures	No Charge
Excessive Maintenance	$100.00 per swap more than 1x per year

Temporary Refuse Roll-off Services

Roll-off Type and Size	Container Rental Fee [2] (Per Day)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee [3] (Per Ton)	Processing Fee [4] (Per Ton)
10 CY Roll-off [1]	$ 4.75	$135.00	$325.00	$23.23	$0.00
15 CY Roll-off [1]	$ 4.75	$135.00	$325.00	$23.23	$0.00
20 CY Roll-off	$ 4.75	$135.00	$325.00	$23.23	$0.00
30 CY Roll-off	$ 4.75	$135.00	$325.00	$23.23	$0.00
40 CY Roll-off	$ 4.75	$135.00	$325.00	$23.23	$0.00

*Could be subject to fees associated with contamination of materials.

Attachment B continued

Permanent Refuse Roll-off Services

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee 1 (Per Month)	Collection Fee (Per Pull)	Disposal Fee 2 (Per Ton)	Processing Fee 3 (Per Ton)
10 CY Roll-off	$100.00	N/A	$325.00	$23.23	$0.00
15 CY Roll-off	$100.00	N/A	$325.00	$23.23	$0.00
20 CY Roll-off	$100.00	N/A	$325.00	$23.23	$0.00
30 CY Roll-off	$100.00	N/A	$325.00	$23.23	$0.00
40 CY Roll-off	$100.00	N/A	$325.00	$23.23	$0.00
25 CY Roll-off Compactor	NA	$300.00	$325.00	$23.23	$0.00
30 CY Roll-off Compactor	NA	$325.00	$325.00	$23.23	$0.00
40 CY Roll-off Compactor	$125.00	$350.00	$325.00	$23.23	$0.00

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

- **Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.**
- **Processing Fee may be subject to charges relating to contamination.**

CITY OF BASTROP **AGENDA ITEM** **D.3**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL **DATE SUBMITTED: July 22, 2015**
MEETING DATE: July 28, 2015

1. Consideration, discussion and possible action on the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2015 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: Shawn Kirkpatrick, BEDC Executive Director

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

At the BEDC Board Meeting on July 20, 2015, the Board approved amending the BEDC FY2015 budget to fund: (1) the cost of donated assets to the City of Bastrop in the amount of $183,000, (2) the cost of roof repairs to the office at 903 Main Street in the amount of $15,000, and (3) the over-budget amount of the mega/façade grant program in the amount of $33,700. The BEDC is requesting approval for an amendment to the FY2015 budget to fund each of the listed items, in the total amount of $231,700.

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**

8. Staff Recommendation: Approval

9. Advisory Board: ________Approved ________Disapproved __________None

10. Manager's Recommendation: ______Approved ______Disapproved __________None

11. Action Taken: ________________________________

10. Manager's Recommendation: ________Approved _______Disapproved _______None

BASTROPTX
Economic Development Corp
www.BastropEDC.org

July 22, 2015

Memorandum

To: Mayor and City Council Members

Cc: Steve Mills, BEDC Board Chair

From: Shawn A. Kirkpatrick, Executive Director

Subject: Budget Amendment

Recommendation:

To approve an ordinance amending the FY2015 BEDC Budget for the 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. BEDC Staff is requesting budget amendments for the following:

Bastrop Economic Development Corporation:

At the BEDC Board meeting on Monday, July 20, 2015, the Board approved amending the budget for the following items: (1) the cost of donated assets to the City of Bastrop in the amount of $183,000, (2) the cost of roof repairs to the office at 903 Main Street in the amount of $15,000, and (3) the over-budget amount of the mega/façade grant program in the amount of $33,700. The BEDC is requesting approval for an amendment to the FY2015 budget to fund each of the listed items in the amount of $231,700.

ORDINANCE NO. 2015-12

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2014-2015 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 2015; 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 amendment for the fiscal year 2015, as submitted to the City Council by the City Manager and which budget amendment is attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2015; 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 28th day of July 2015.

READ and ADOPTED on Second Reading on the 11th day of August 2015.

APPROVED: ATTEST:

Ken Kesselus, Mayor

Ann Franklin, City Secretary

Exhibit "A"

FY 2015
BUDGET AMENDMENTS
Bastrop Economic Development Corporation

Unaudited Fund Balance as of 9-30-14	2,563,789
FY 2015 Budgeted Revenues	1,790,650
FY 2015 Budgeted Appropriations	(1,790,650)
Budget Amendments (net)	231,700
Ending Fund Balance	2,332,089

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
New Expenditures:				
		$183,000	Donated Assets	601-70-00-5999
		$15,000	Building Repairs & Maintenance	601-70-00-5345
		$33,700	Special Projects - Downtown Grants	601-70-00-5638
	Total Expenditures	$ 231,700.00		

CITY OF BASTROP **AGENDA ITEM** **D.4**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 22, 2015
MEETING DATE: July 28, 2015

1. Agenda Item: Approval of the FIRST READING of a Resolution of the City Council of Bastrop approving a project (Elliott Electric Supply Project) using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding $10,000.

2. Party Making Request: Shawn Kirkpatrick, BEDC Executive Director

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

At the June 15, 2015, meeting of the Bastrop Economic Development Corporation, the BEDC Board of Directors approved entering into an Economic Development Agreement with Elliott Electric Supply, Inc., who is purchasing approximately 3.008 acres in the Bastrop Business and Industrial Park to build a 10,000 square foot retail/wholesale electric supply facility. The project will create primary jobs and therefore does not require a Public Hearing, as noted at the July 20, 2015, BEDC Board meeting. As part of the incentives agreement with the company, the BEDC will rebate 100% of the purchase price of the property upon certain milestones detailed in the agreement, in the total amount of $75,645. In accordance with Section 505.158(b) of the Local Government Code, the City Council shall adopt a Resolution authorizing an expenditure by the BEDC of more than $10,000, which Resolution shall be read by the City Council, on two separate occasions.

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**

8. Staff Recommendation: Approval

9. Advisory Board: _________Approved _________Disapproved ___________None

10. Manager's Recommendation: ______Approved ______Disapproved __________None

11. Action Taken: ____

RESOLUTION NO. 07202015-1

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A CONTRACT FOR THE SALE OF A TRACT OF LAND LOCATED IN THE BASTROP BUSINESS AND INDUSTRIAL PARK; SOLD BY THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO ELLIOTT ELECTRIC SUPPLY, INC. FOR USE ON A PROJECT; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit economic development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the BEDC's Business and Industrial Park ("Park") by offering the sale of real property located therein to qualifying prospective business entities; and

WHEREAS, after careful evaluation and consideration by the Board, it has been determined by the BEDC Board of Directors that a project, as proposed by Elliott Electric Supply, Inc. ("Project"), qualifies for such acquisition of real property in the Park, specifically under the terms of an Economic Development Agreement by and between the BEDC and Elliott Electric Supply, Inc., finally executed by the Parties on June 30, 2015 (the "Development Agreement"); and

WHEREAS, pursuant to the terms of the Development Agreement, the BEDC has approved and granted various incentives for development of the Project in the Park, including but not specifically limited to conveyance of approximately 3.008 acres of land located in the Park ("Land") to Elliott Electric Supply, Inc., at a potentially reimbursable cost of $75,645, for use solely in the development of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. On this date, the 20th day of July 2015, the BEDC approved the terms of the negotiated contract of sale of the Land, in the Park, to Elliott Electric Supply, Inc., which Land shall be used solely for developing and operating the Project as set forth by the terms of the Development Agreement. The contract and documentation related to the sale of the Land is attached hereto as Exhibit "A."

Section 2. The Board authorizes Chair Steve Mills and/or Executive Director Shawn Kirkpatrick to execute all necessary contracts and related documentation to finalize the conveyance of the Land to Elliott Electric Supply, Inc., for the Project, pursuant to the terms of the Development Agreement.

Section 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the 20th day of July 2015, by the Board of Directors of the Bastrop Economic Development Corporation.

Steve Mills

Steve Mills, Board Chair

STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was attested before me on the 20th day of July, 2015, by Steve Mills, Bastrop County, Texas, on behalf of the Board of Directors of the Bastrop Economic Development Corporation, of Bastrop, Texas.

ANGELA RYAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 14, 2016

Angela Ryan

Notary Public, State of Texas

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AND
ELLIOTT ELECTRIC SUPPLY

This Economic Development Agreement (this "*Agreement*") is entered into by and between Elliott Electric Supply, Inc., a Texas corporation, and its successors and assigns (the "*Owner*") and the Bastrop Economic Development Corporation, a public instrumentality and 4B non-profit industrial development corporation (the "BEDC"), which is incorporated under the State law set forth in the Local Government Code, Section 501, *et seq.*, as amended. The Owner and the BEDC may be referred to jointly as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, BEDC is legally authorized to provide certain economic development incentives to the Owner in recognition of the economic benefits that will occur as a result of the Owner's development of an electric supply facility serving the wholesale trades and retail supply consumer, NAICS number 423, to be located in the Industrial Park ("*Project*").

WHEREAS, the BEDC desires to offer incentives to the Owner which will enable the Owner to develop the Land as a retail/wholesale electric supply facility.

WHEREAS, the BEDC has determined that development of the property **(the "Land")** as is more particularly described on Exhibit "A" ("Legal Description of Property"), will contribute to the economic development of the City by generating property tax, sales tax revenue and employment in the community.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BEDC and the Owner agree as follows:

1.
AUTHORITY

The BEDC's execution of this Agreement is authorized by Chapter 501 of the *Texas Local Government Code*, and constitutes a valid and binding obligation of the BEDC subject to the condition precedent that Owner acquires the appropriate land, obtain financing to develop the Project, complete development and improvements related to the Project, and fulfill all obligations, as specified herein.

The Owner's execution and performance of this Agreement constitutes a valid and binding obligation of Owner for the Owner to proceed with the Project. Owner acknowledges that BEDC is acting in reliance upon Owner's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

2.
DEFINITIONS

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. In certain circumstances, the BEDC in its sole discretion, may accept substantial compliance in lieu of full compliance and may waive the act of default by the Owner, and vice-versa.

2.2 "Certificate of Occupancy" shall mean that final document issued by the City of Bastrop, Texas, entitled "Certificate of Occupancy", indicating that all applicable codes, regulations, and ordinances enforced by the City of Bastrop have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, nor any temporary or "conditional" document, authorizing temporary or conditional occupancy.

2.3 "Incentive Payment(s)" means money paid by the BEDC to the Owner, rebating the appraised value of the Land paid by the Owner, less costs to the BEDC (i.e., net proceeds to the BEDC), to incentivize Owner's development of the Project.

2.4 "City of Bastrop" or "City" means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Bastrop, and the area that is within the City's ETJ and/or Bastrop County, Texas.

2.5 "Code" means the Bastrop Code of Ordinances in effect on the date the Project construction plans, permits, and related documents are approved by the City.

2.6 "Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) all or a portion of its rights and obligations contained in this Agreement; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or partnership interest of Owner.

2.7 "Effective Date" means the date upon which this Agreement has been signed by both Parties.

2.8 "Force Majeure" means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impairs the Party's ability to perform any act required under this Agreement.

2.9 "Construction Documents" shall mean construction plans approved by the City, related to construction of the Project.

2.10 "Owner" means Elliott Electric Supply, Inc.

2.11 "Project" means the development of the Land as a retail/wholesale electric supply facility for the purposes of enhancing employment and generating sales tax, within the Bastrop community. Details related to the Project are set forth in Exhibit "B" ("*Project Description*"), attached hereto and incorporated herein for all purposes.

2.12 "Minimum Investment Amount" means the Owner's minimum investment for construction of the Project in the minimum amount of $600,000.00, which does not include money for Owner's purchase of the Land, equipment or inventory.

2.13 "Operations" means that the Certificate of Occupancy has been obtained for the Facility, the Owner has hired the number of employees required to open and to maintain regular business hours, and the Owner continues to maintain a staffing level appropriate for an electric supply facility, based on current economic conditions.

3.
TERM

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of: (a) the expiration of the Incentive Term; or (b) upon termination or default as provided for herein (the "*Term*").

4.
DESIGN CRITERIA/DEVELOPMENT STANDARDS/MAINTENANCE

4.1 Owner agrees to comply with the Code in effect upon the Effective Date, as amended or supplemented by this Agreement. Notwithstanding the foregoing, Owner, in its sole discretion, may choose to comply with any or all City rules promulgated after the date of the Code.

4.2 It shall be the duty and responsibility of the Owner to ensure that the Land and the buildings and improvements located thereon are consistently maintained in good order and condition and state of repair in accordance with other first class retail/wholesale electric supply facilities located in Central Texas, including, but not limited to, sweeping and removal of trash, litter and refuse, painting of structures and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and proper disposal of any and all production wastes from the Land, clearing of waste from any on-site processes and debris from driveways and parking areas, and maintenance and repair of fencing, lighting fixtures and signs. The failure or refusal of Owner, at any time during the Term, to fulfill or perform any of the obligations contained in this Section 4.2 shall constitute an event of default under this Agreement if such failure or refusal shall continue without correction for a period of thirty (30) days from and after written notice from City and/or the BEDC to Owner; provided, however if due to the nature of said obligation, the same could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an event of default shall not be deemed to have occurred if Owner has been continuously, diligently pursuing the fulfillment or performance of the obligation and shall thereafter continuously and diligently proceed therewith until completion. With respect to any event of default under this Section 4.2, the BEDC shall have, as its sole and exclusive remedy, the right, but not the obligation, after such notice and cure period to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner. To effectuate any such cure, either the City or the BEDC shall have the right to enter upon the Land to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. In the event the City cures a default during the Term, the defaulting Owner shall reimburse City for all reasonable and out-of-pocket costs and expenses incurred in connection with the uncured condition and such curative action within thirty (30) days of receipt of demand, together with reasonable documentation supporting the costs incurred and/or expenditures made.

5.
BEDC OBLIGATIONS

5.1 The BEDC will sell to Elliott Electric Supply the tract of land in the Industrial Park that is approximately 3.008 acres in size. [Amended Plat of Lot 3, Reserve Area "B", and Lot 2 "C" of the Bastrop Business and Industrial Park, as more fully defined in Exhibit "A"]. [the "Land"]

5.2 The BEDC will sell the Land to Elliott Electric Supply for an amount equal to the appraised value of the Land, as set by an appraisal to be obtained by the BEDC. ("Purchase Price") The Land shall be used by Owner solely for construction and operation of the Project.

5.3 The BEDC will place the Purchase Price, less all costs incurred by the BEDC on the sale (the "Incentive Funds"), in a designated incentive account at the time of closing the sale of the Land to Owner. These Incentive Funds will be rebated back to Elliott Electric Supply, in the future, contingent upon Elliott Electric Supply's successful performance of the agreed upon "Incentive Milestones" set forth herein. [See Section 6.3, below, for the Incentive Milestones that will apply.]

6.
OWNER'S COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES

Owner makes the following covenants and warranties to the City and to BEDC, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Owner.

6.1 **Elliott Electric Supply's Employment Obligations.** Enhancing employment opportunities in Bastrop is a vital objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, Elliott Electric Supply commits to continuously employ local residents as personnel who will assist in operating the facility in the Industrial Park throughout the Term of this Agreement.

6.2 **Elliott Electric Supply's Construction Obligations.** Owner shall construct a Facility with a minimum of 10,000 sq. ft., under which a minimum of 25% will be climate controlled, and such construction shall be completed and a final Certificate of Occupancy shall be issued by the City for same not later than 18 months after the City's approval of the construction permit for the facility and within 24 months of the Effective Date of this Agreement.

6.3 **Incentive Milestones.** The Incentive Milestones and related reimbursements by the BEDC will be as follows:

1) Upon: (i) completion of construction of the Facility in the Industrial Park, and (ii) issuances of the permanent Certificate of Occupancy by the City, for the Facility, the BEDC will rebate to Elliott Electric Supply 50% of the Incentive Funds.

2) After (12) consecutive months of operations of the Facility, the BEDC will rebate to Elliott Electric Supply an additional 25% of the Incentive Funds.

3) After (24) consecutive months of operations of the Facility, the BEDC will rebate to Elliott Electric Supply the final 25% of the Incentive Funds.

6.4 **Purchase of Land.** Owner shall acquire fee ownership of the Land and improvements that are located and constructed by the Owner on the Land. The Parties agree that the appraised value of the Land will be determined by a third-party appraisal obtained by the BEDC.

6.5 **Minimum Investment Amount**. After acquisition, Owner shall develop the Land and improvements thereon with a minimum investment of $600,000.00, which work shall be completed on or before the end of 18 months following the City's approval of the building permit and within 24 months of the Effective Date of this Agreement.

6.6 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.7 The execution of this Agreement has been duly authorized by Owner's general partner(s), if any, and the individual signing this Agreement is empowered to execute such Agreement and bind the partnership, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of Owner's partnership agreement, or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound, such authority to be evidenced by a partnership resolution, attached hereto at the time of execution.

6.8 No litigation or governmental proceeding is pending or, to the knowledge of Owner or Owner's officers, threatened against or affecting Owner that may result in any material adverse change in Owner's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

6.9 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Owner has not been informed of any potential involuntary bankruptcy proceedings.

6.10 To its current, actual knowledge, Owner has acquired and maintained all necessary rights, licenses, permits and authority necessary to carry on its business in Bastrop, Texas, and will continue to use its best efforts to acquire and maintain all necessary rights, licenses, permits and authority.

6.11 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.12 Owner shall timely acquire and provide evidence of same to the BEDC, fiscal assurance instruments and/or performance bonds in a total amount required to cover all construction obligations related to the Project.

6.13 Owner shall diligently and faithfully, in good and workmanlike manner, pursue the completion of the Project, which shall be completed no later than the end of the 24th full calendar month following the Effective Date.

6.14 Owner shall purchase all public utility services required for the Project offered by the City for a period of at least ten (10) years from the date of issuance of the Certificate of Occupancy.

7.
Suspension of Payments/CESSATION OF OPERATIONS

7.1 The BEDC, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement and all future payment obligations shall automatically cease upon any one of the following events, which are an Act of Default:

a. The appointment of a receiver of Owner, or of all or any substantial part of its Land, and the failure of such receiver to be discharged within sixty (60) days thereafter.

b. The adjudication of Owner as bankrupt.

c. The filing by Owner of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

7.2 Cessation of Operations/BEDC's Right to Reacquire the Land and the Facility. In the event that Elliott Electric Supply ceases its operations at the Facility in the Industrial Park, then Elliott Electric Supply will have the opportunity to assign or sell its ownership rights to the Land and Facility to another party. However, if the sale or assignment is not completed within 24 months of Elliott Electric Supply's cessation of operations, then Elliott Electric Supply will be contractually obligated to provide the BEDC the right to purchase the Land and the Facility (not to include any equipment or inventory) from Elliott Electric Supply at an amount equal to the then current Fair Market Value, as determined by an independent third party appraisal. Should BEDC decline to make the purchase within six (6) months of the Parties' receipt of the FMV appraisal, then Elliott Electric Supply will be free to market, sell or lease the Facility to another party of its choosing.

8.
Owner's Liability

8.1 Should Owner fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement (except as expressly provided for in Section 4.2 herein) such failure shall be an Act of Default by Owner and, if not cured and corrected within thirty (30) days after written notice to do so, BEDC may cease making any further economic payments pursuant to this Agreement and shall have the right to draw down on any fiscal posted by Owner.

8.2 In consideration of and precedent to the City's and BEDC's grant of the economic incentives noted herein, Owner acknowledges and agrees that should Owner fail to make the improvements set forth herein, or ceases to operate the Project prior to the expiration of the Agreement (i.e., potentially up to 4 years from the Effective Date of the Agreement), the Owner shall be responsible for repayment of any economic incentive received from the City and the BEDC as of the time of the failure to perform.

8.3 Any delay for any amount of time by BEDC or the City in providing notice of Default to Owner shall in no event be deemed or constitute a waiver of such Default by BEDC or the City of any of their rights and remedies available in law or in equity.

8.4 Any waiver granted by BEDC or the City to Owner of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Owner or of a subsequent Act of Default of the same act or event by Owner.

9.
BEDC Liability Limitations

Should the BEDC fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by BEDC and BEDC shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Owner. Owner specifically agrees that BEDC shall only be liable to Owner for the work and the grants provided for herein, and shall not be liable to Owner for any alleged or actual consequential damages or other fees or costs, including but not limited to interest, attorney's fees, or court costs.

10.
Land Use

10.1 The Parties agree that the Land shall be used in a manner that is compliant with uses consistent with other first class, Central Texas retail/wholesale electric supply facilities. The Parties agree that all site development standards and requirements for use of Land located in the "Light Industrial" classification shall apply to the Project unless specifically superseded by the standards and requirements of this Agreement.

11.
Miscellaneous Provisions

11.1 **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement by the BEDC and Owner.

11.2 **Mutual Assistance/Good Faith.** The Parties agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Land.

11.3 **Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

11.4 **Attorney's Fees.** If any legal action or proceeding is commenced between the BEDC and/or the Owner to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

11.5 **Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

11.6 **Termination.** If the Owner elects not to proceed with the acquisition of the Land or the development of the Project, as contemplated by this Agreement, the Owner will notify the BEDC in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. In the event of Termination, the Owner shall be responsible for repayment of any economic incentive received from the BEDC which was paid prior to the time of the failure to perform, plus all professional costs to the BEDC in preparing any agreements or documents related to the Project, if any.

11.7 **Notice.** Any notice or other communication ("*Notice*") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; or (ii) by personal delivery of the Notice to the Party, or an agent of the Party. Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Owner:	Elliott Electric Supply Attn: William Elliott, Sr. 2526 N. Stallings Drive Nacogdoches, TX 75964-2614
BEDC	Bastrop Economic Development Corporation Attn: Shawn Kirkpatrick 903 Main Street Bastrop, Texas 78602-3809 Phone: (512) 303-9700
With a copy to:	Bastrop Economic Development Corporation Attn: Jo-Christy Brown, Esq. 1411 West Ave., Ste. 100 Austin, Texas 78701 Phone: (512) 236-1000 Fax: (512) 236-1910

All Parties may designate a different address at any time by giving Notice to the other Parties.

11.8 **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

11.9 **Relationship of the Parties.** This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the BEDC, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

11.10 **Applicable Law.** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

11.11 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.12 **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

11.13 **No Third Party Beneficiaries.** This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

11.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

11.15 Exhibits. All referenced Exhibits are incorporated into this Agreement for all purposes.

EXECUTED to be effective as of the 30 day of June, 2015.

OWNER:

ELLIOTT ELECTRIC SUPPLY, INC.

By: ____________________
Name: William Elliott, Sr.
Title: CHAIRMAN

APPROVED BY BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: ____________________
Name: Steve Mills
Title: Chair of the BEDC Board of Directors

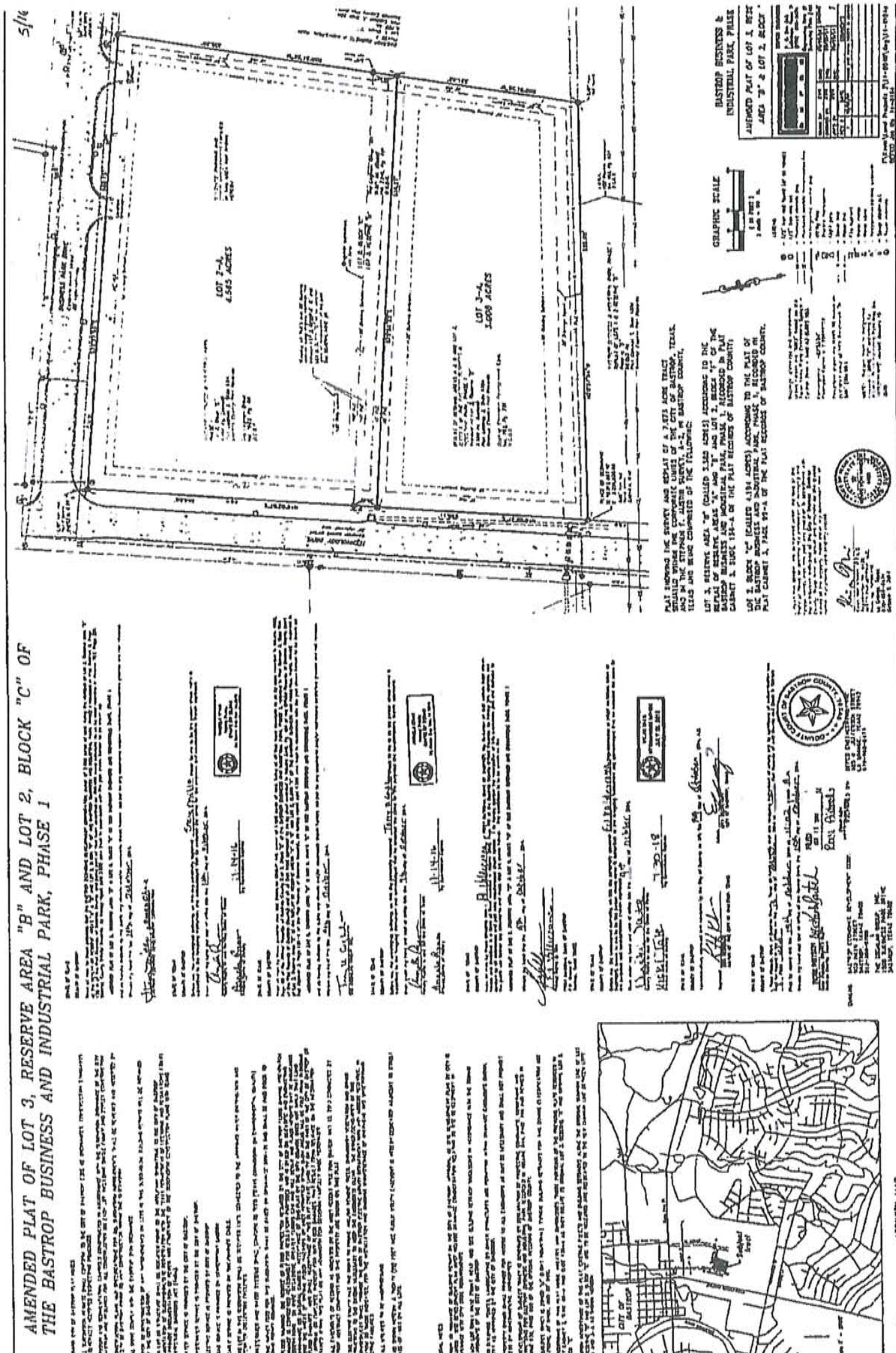
Approved As To Form:

____
Jo-Christy Brown, Attorney for BEDC

EXHIBIT "A"

Amended Plat of Lot 3, Reserve Area "B", and Lot 2, Block "C" of the Bastrop Business and Industrial Park, Phase 1 as recorded in Cabinet 5, page 162-A of the Bastrop County Plat Records.

EXHIBIT "B"


AMENDED PLAT OF LOT 3, RESERVE AREA "B" AND LOT 2, BLOCK "C" OF
THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1
LOT 3-A
4.565 ACRES
LOT 3-A
3.000 ACRES
GRAPHIC SCALE
VICINITY MAP
BASTROP BUSINESS & INDUSTRIAL PARK, PHASE
AMENDED PLAT OF LOT 3, RESE AREA "B" & LOT 2, BLOCK

ASSIGNMENT OF REAL PROPERTY OWNERSHIP RIGHTS GRANTED BY THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND ELLIOTT ELECTRIC SUPPLY INC.

The Bastrop Economic Development Corporation ("BEDC") and Elliott Electric Supply Inc. entered into an Economic Development Agreement dated June 30, 2015 ("Agreement"), detailing certain rights and responsibilities between the parties related to the sale of certain real property located in the BEDC Business and Industrial Park in Bastrop, Texas, for development by Elliott Electric Supply Inc. of a retail/wholesale electric supply facility which will enhance employment and generate sales tax within the Bastrop community. Pursuant to the Agreement, the BEDC incentivized Elliott Electric Supply Inc.'s project and development in Bastrop, Texas.

Elliott Electric Supply Inc. hereby assigns its ownership rights to the real property (and specifically not to the improvements to be constructed thereon in the future) in the Business and Industrial Park, as such real property is conveyed by the BEDC pursuant to the Agreement, to Elliott Partners LLC, a Texas corporation, and its successors and assigns.

It is agreed that by such assignment, Elliott Electric Supply Inc. does not otherwise revise, alter, abrogate or amend any obligations or rights and responsibilities held by the BEDC, as set forth in the Agreement. Further, both Elliott Electric Supply Inc. and Elliott Partners LLC acknowledge and agree that both are jointly and severally liable to the BEDC for compliance with all provisions and terms of the Agreement.

OWNER:

ELLIOTT ELECTRIC SUPPLY INC.

By: [signature]
Name: William Elliott, Sr.
Title: CHAIRMAN

ASSIGNEE

ELLIOTT PARTNERS LLC

By: [signature]
Name: William Elliott, Sr.
Title: GENERAL PARTNER

APPROVED BY BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: Steve Mills
Name: Steve Mills
Title: Chair of the BEDC Board of Directors

Approved As To Form:

Jo-Christy Brown, Attorney for BEDC

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 23, 2015

MEETING DATE: July 28, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE HYATT REGENCY LOST PINES RESORT & SPA THAT THE BASTROP MARKETING CORPORATION PROVIDE ADDITIONAL FUNDING TO THE HYATT REGENCY LOST PINES RESORT & SPA.**

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

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

Included in my July 14, 2015 "City Manager Informational Update Report" was the attached letter requesting that the Bastrop Marketing Corporation [BMC] provide the Hyatt Regency Lost Pines Resort & Spa [Hyatt} additional funding. I advised the Council I was providing the Hyatt's request to you in advance of putting the item on the City Council agenda to provide ample time to consider the Hyatt request for additional funding prior to placing the item on the agenda.

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: ____________________

HYATT REGENCY
LOST PINES
RESORT & SPA

July 13, 2015

Mayor Ken Kesselus
Mr. Dock Jackson, City Council
Mr. Gary Schiff, City Council
Ms. Kay Garcia McAnally, City Council
Mr. Willie DeLaRosa, City Council
Ms. Kelly Gilleland, City Council
City of Bastrop
1311 Chestnut Street
Bastrop Texas 78602

Dear Mayor Kesselus and City Council Members,

Greeting from the sales and marketing team at the Hyatt Regency Lost Pines Resort & Spa!

The purpose of this letter is to address the portion of the hotel occupancy tax that was previously refunded to our resort ownership. As a result of this transaction and as stewards of these dollars, the Bastrop Marketing Corporation will have additional funds – approximately $200,000 – to be used to further and refine direct marketing efforts specific to Bastrop and the Lost Pines Region.

This incremental budget will be used to cover the following marketing expenses:

- Redesign of and updates to visitlostpines.com to complement the regional positioning of Bastrop and the Lost Pines Region as a premier group and leisure travel destination
- Additional online and Pandora radio advertising to drive leisure visitors to the region during need periods throughout the remainder of the fiscal year
- Creative development of a new regional advertising campaign to be launched in 2015-2016 (to replace the longstanding ambassador campaign)
- Launch of new, group-focused advertising to drive traffic to the newly created meeting venues section of visitlostpines.com in support of Bastrop Convention and Exhibit Center.

We intend to spend these marketing dollars prior to September 30, 2015. Please let me know if you have any questions about these expenditures.

Sincerely,
Kim Britton
Director of Sales and Marketing
Hyatt Regency Lost Pines Resort & Spa

Cc: Michael Talbot, City of Bastrop, City Manager
Michael Jokovich, Area Vice President and General Manager
Camilla Hardee, Independent Consult, Hardee Partners, LLC

CITY OF BASTROP **AGENDA ITEM** **D.6**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL **DATE SUBMITTED: July 23, 2015**

MEETING DATE: July 28, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING ANNUAL FUNDING AND BUDGETING FOR THE LOCAL ORGANIZATIONS WHO RECEIVED HOTEL/MOTEL TAX FUNDING BY THE CITY OF BASTROP AND ANNUAL FUNDING AND BUDGETING FOR COMMUNITY SOCIAL SERVICE AGENCIES BY THE CITY OF BASTROP, AND DIRECTING STAFF REGARDING THIS YEAR'S PROCESS FOR SAME.**
2. Party Making Request: **Mayor Pro-Tem DeLaRosa and Mayor Kesselus**
3. Nature of Request: (Brief Overview) Attachments: Yes __x__ No ______

The first item for the Council's evaluation relates to the annual budget for the Hotel/Motel Funds and social service funds allocated to the various local City organizations applying for and receiving same. Over the past several years, the Council has allocated between $280,000.00 to $285,000.00 for the local organizations who receive Hotel/Motel funds. My preliminary budget for FY-16 Hotel Motel Funding is for an allocation of $300,000.00. The annual amount the Council has budgeted for "Social Services Agencies is $80,000.00, and my preliminary budget for FY-16 allocates $80,000 again for those grants to social service agencies.

The second issue for the Council's evaluation consideration and discussion relates to what process the Council would like the Finance Department to follow, this year, regarding the Council's scoring and proposed allocation of HOT and social service funds. There are several points in the budget preparation process that these grants are taken up, as preliminary budget matters. This discussion will provide the Council with an opportunity to provide the City Manager and the Finance Department with additional guidance regarding what process it desires the staff to follow, for FY-16, on these matters during the budget preparation process.

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: ____
____