

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 16, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **SECOND READING: AN ORDINANCE GRANTING A ZONE CHANGE FROM MF-2, MULTI-FAMILY DWELLING -2, TO PD, PLANNED DEVELOPMENT FOR APPROXIMATELY 11.02 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, LOCATED WEST OF THE TERMINUS OF CHILDERS DRIVE WITHIN THE CITY LIMITS OF BASTROP, TEXAS; SETTING OUT CONDITIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

2. Party Making Request: **Yvonne Pritchard, Interim Planning Director**

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 requested rezone from MF-2, Multi-Family Dwelling-2 to PD, Planned Development for +/-11.02 acres within the Mozea Rousseau Survey, Abstract No. 56, located west of the terminus of Childers Drive within the City limits of Bastrop, Texas.**

9. Advisory Board: XXXXXX Recommended Approval Recommended Denial None

The Planning and Zoning Commission conducted a public hearing at their regular meeting May 28, 2015 and voted unanimously 7-0 to recommend approval of the requested rezone from MF-2, Multi-Family Dwelling-2 to PD, Planned Development for +/-11.02 acres within the Mozea Rousseau Survey, Abstract No. 56, located west of the terminus of Childers Drive within the City limits of Bastrop, Texas.

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

11. Action Taken: _____

ORDINANCE NO. 2015 - 08

AN ORDINANCE GRANTING A ZONE CHANGE FROM MF-2, MULTI-FAMILY DWELLING-2 TO PD, PLANNED DEVELOPMENT FOR APPROXIMATELY 11.02 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 LOCATED WEST OF THE TERMINUS OF CHILDERS DRIVE WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, DM Pecan Park Associates, LTD, Duke McDowell (hereinafter referred to as "Applicant") submitted a request for a zone change from MF-2, Multi-Family Dwelling-2 to PD, Planned Development for approximately 11.02 acre tract situated in the Mozea Rousseau Survey, Abstract 56, located west of the terminus of Childers Drive within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

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

WHEREAS, the Property is currently zoned as MF-2, Multi Family Dwelling-2; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on May 28, 2015; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended a PD, Planned Development zoning designation for the Property; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on June 9, 2015 to consider the Applicant's request to rezone the Property to PD, Planned Development; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds that it is in the public interest to approve the rezoning of the Property, which is currently zoned as MF-2, Multi-Family Dwelling-2, to a new designation of PD, Planned Development.

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

Part 1: The Property, situated in Mozea Rousseau Survey, Abstract No. 56 west of the terminus of Childers Drive as more particularly shown and described on attached Exhibit “A”, shall be and is hereby rezoned from its prior designation of MF2, Multi-Family Dwelling-2 to a new zoning designation of PD, Planned Development.

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

Part 3: Section 19, SFA - Single-Family Attached Residential District of the Zoning Ordinance standards should be amended as follows.

<u>District</u>	<u>Min. Lot Area</u>	<u>Min. Dwelling Unit Size</u>	<u>Min. Lot Width</u>	<u>Min. Lot Depth</u>	<u>Min. Front Yard</u>	<u>Min. Interi or Side Yard</u>	<u>Min. Side when two-story & adj. SF Zone</u>	<u>Min. Ext. Yard (See Sec.43.3)</u>	<u>Min. Rear Yard</u>	<u>Min. Rear when two-story & Adj. SF Zone</u>	<u>Max. Height of Build</u>	<u>Max. Lot Cover age by Build</u>
SFA Per Ord.	3,000 sq. ft.	1000 sq. ft.	25'	100'	25'	10'		15'	20'		2.5 stories 35'	70%
PD Prop.	4,000 sq. ft.	1200 sq. ft.	34'	120'	20' - 25'	5'		10'	20'		2.5 stories 35'	70%

- To allow five (5') feet side setback where ten (10') feet is normally required as shown in Exhibit “B”
- To allow ten (10') feet exterior side setbacks where fifteen (15') is normally required as shown in Exhibit “B”
- To allow varied front yard setbacks of twenty-five (25') feet and twenty (20') feet where twenty-five (25') is normally required as shown in Exhibit “B”

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

Part 5: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 9th day of June 2015.

READ and APPROVED on the Second Reading on the 23rd day of June 2015.

APPROVED:

Kenneth W. Kesselus
Mayor

ATTEST:

Traci Chavez
Interim City Secretary

STATE OF TEXAS
COUNTY OF BASTROP

FN14001-01
PARCEL G1: 11.02 ACRES
MOZEA ROUSSEAU SURVEY A-56

FIELD NOTE DESCRIPTION

DESCRIPTION OF 11.02 ACRES OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, A-56, IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 189.952 ACRE TRACT OF LAND CALLED TRACT A-1, DESCRIBED IN A DEED TO DM PECAN PARK ASSOCIATES, LTD, OF RECORD IN VOLUME 1482, PAGE 70, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT); SAID 11.02 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas Central Zone (4203), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000), Combined Scale Factor: 0.99998090, Mapping Angle: 1° 31' 26". Distances shown hereon are grid. To convert to surface, divide the called distance by 0.99998090.

BEGINNING at an iron rod with cap marked "LCRA" found on the south line of Lot 1, Block A, Bastrop West Commercial Section Three, a subdivision of record in Cabinet 3, Page 110-A, Plat Records, Bastrop County, Texas PRBCT), also being the northeast corner of a tract of land called to be 2.798 acres, described in Volume 1132, Page 490, OPRBCT, conveyed to the Lower Colorado River Authority in Volume 1314, Page 30, OPRBCT, said iron rod being a northwest corner of said 189.952 acre tract and northwest corner herein;

THENCE, with the north line of said 189.952 acre tract, the following three (3) courses and distances:

1. N 86° 57' 03" E, 75.63 feet to a ¾-inch iron rod found at the southeast corner of said Lot 1, Block A, same being the southwest corner of Lot 1, Resubdivision of Lot 1, Bastrop West Commercial Section Two, a subdivision of record in Cabinet 3, Page 26-A, PRBCT,
2. N 87° 53' 15" E, 1186.70 feet to a ½-inch iron rod found at the southeast corner of said Lot 1, Resubdivision of Lot 1, same being the southwest corner of a tract of land called to be 0.948 acres, described in a deed to Jayaenkat, Ltd., of record in Volume 1915, Page 482, OPRBCT, and
3. N 87° 48' 17" E, 317.98 feet to the calculated northwest corner of a 16.59 acre tract called Parcel H, same being northeast corner herein; from which point a ½-inch iron rod found at the southeast corner of said 0.948 acre tract, being also the southwest corner of Childers Drive, bears N 87° 48' 17" E, 4.88 feet;

THENCE crossing said 189.952 acre tract, the following eleven (11) courses and distances:

- 1) S 00° 53' 43" E, with the west line of said Parcel H, 493.53 feet to the calculated southeast corner herein, being on the north line of a one hundred foot (100') wide Electric Easement of record in Volume C, Page 417, Court Minutes, Bastrop County, Texas, same being the north line of a 7.38 acre tract called Parcel K,
- 2) N 78° 16' 53" W, with the north line of said 100-foot wide Electric Easement and said Parcel K, 894.02 feet to a calculated angle point,
- 3) N 85° 33' 37" W, leaving said north line and crossing said Parcel K, 37.05 feet to a calculated angle point,
- 4) S 87° 52' 29" W, 34.00 feet to a calculated angle point,
- 5) N 02° 07' 31" W, 13.21 feet to a calculated angle point on the north line of said 100-foot wide Electric Easement and said Parcel K,
- 6) N 78° 16' 53" W, with said north line, 383.60 feet to a calculated angle point,
- 7) S 87° 52' 29" W, leaving said north line, 13.38 feet to a calculated point of curvature to the left,
- 8) southwesterly, with the arc of said curve to the left, 30.77 feet through a central angle of 70° 31' 44", having a radius of 25.00 feet, and a chord which bears S 52° 36' 37" W, 28.87 feet to a calculated point of reverse curvature,
- 9) southwesterly, with the arc of a curve to the right, 158.21 feet through a central angle of 181° 17' 56", having a radius of 50.00 feet, and a chord which bears N 72° 00' 16" W, 100.00 feet to a calculated point of tangency,

EXHIBIT A

STATE OF TEXAS
COUNTY OF BASTROP

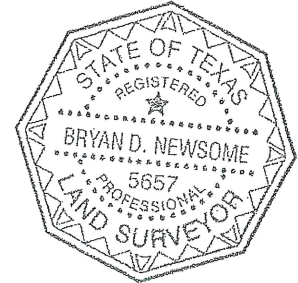
FN14001-01
PARCEL G1: 11.02 ACRES
MOZEA ROUSSEAU SURVEY A-56

- 10) N 61° 33' 37" W, 48.97 feet to a calculated point on the north line of said 100-foot wide Electric Easement and said Parcel K, and
- 11) N 78° 16' 53" W, with said north line, 87.84 feet to the calculated southwest corner herein, being on the east line of said 2.798 acre tract; from which point an iron rod with cap marked "LCRA" found for the southeast corner of said 2.798 acre tract bears S 02°10' 25" E, 220.05 feet;

THENCE N 02° 10' 25" W, with said east line, 105.27 feet to the **POINT OF BEGINNING** and containing 11.02 acres of land, more or less, within these metes and bounds for Parcel G1.

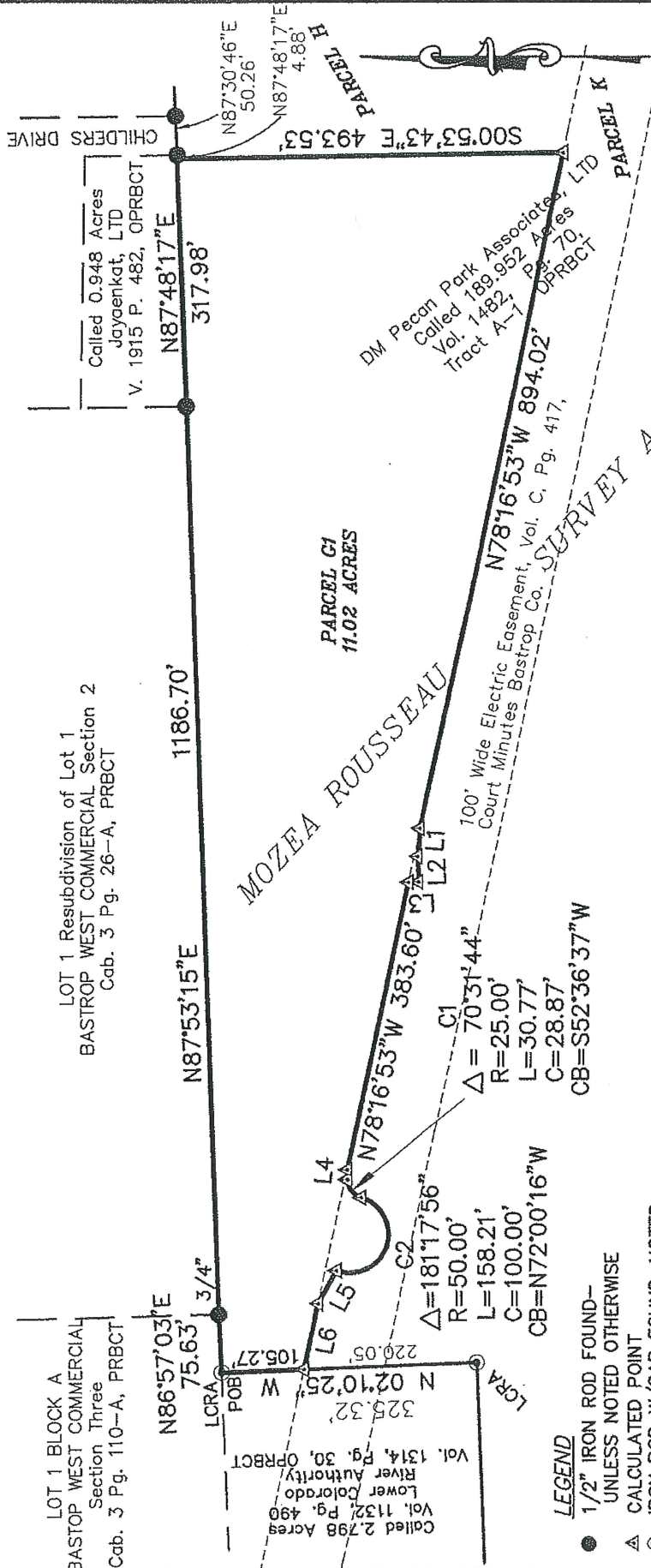
This description accompanies Staudt Surveying, Inc.'s Map of Survey FN-parcelG1

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-858-2236
Firm Registration No.: 10091700



Bryan D. Newsome 15 May, 2015
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date

NOTE: This sketch does not show improvements and all easements that affect this property.



STATE OF TEXAS
COUNTY OF HAYS

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and that to the best of my knowledge and belief is correct.

Bryan D. Newsome
Bryan D. Newsome
Registered Professional Land Surveyor No. 5657
Date: 15 May, 2015

This sketch accompanies Staudt Surveying, Inc.'s field note description FN14001-01

SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF

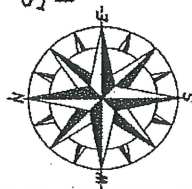
PARCEL G1, 11.02 ACRES

OUT OF THE

MOZEA ROUSSEAU SURVEY, A-56

BASTROP COUNTY, TEXAS

STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS# 5657
P.O. Box 1273
16746 Fitzhugh Road Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700



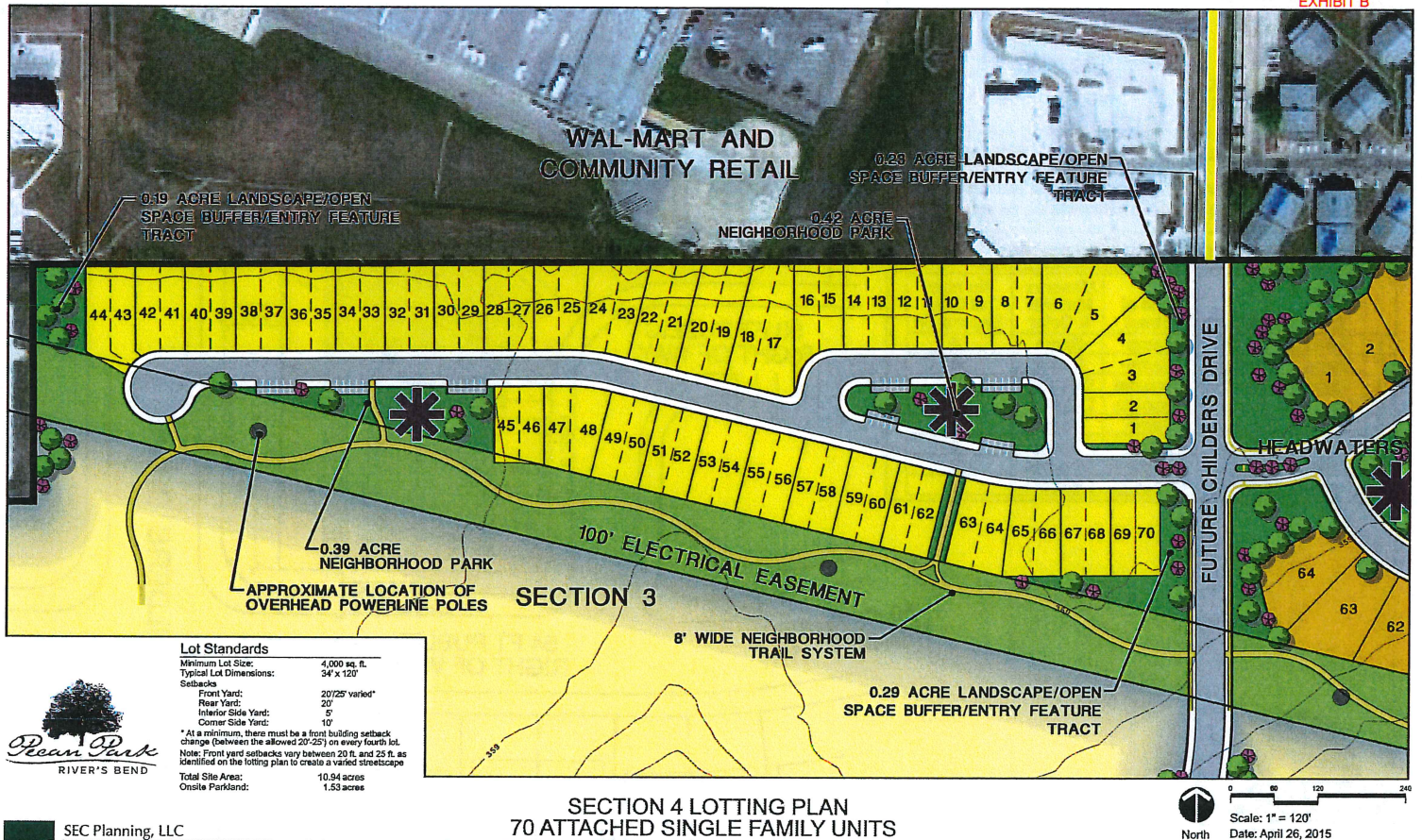
Rev:

Date: May 15, 2015

Dr. By: JMC

Job #: 14001-01

DWG: FN-parcelG1



SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
 512.261.2111 • 512.261.2112
 www.secplanning.com • info@secplanning.com

SHEET FILE: M:\WORKS\PROJECTS\PLANNING\2015-01-09 Section 4 Studies\Section 4 Lotting 2015-05-08.dwg
 All information regarding this property is from sources deemed reliable; however, DM Pecan Park Associates, LTD ("DM Pecan Park") has not made an independent investigation of these sources. No warranty or representation is made by DM Pecan Park as to the accuracy of the information and same is submitted subject to errors, omissions and uncertainties, including without limitation, change of price, unknown property conditions, governmental regulations, rental or other conditions, prior sale, lease or withdrawal from the market without notice. Certain information set forth herein may contain forward looking statements and, as such, you should not rely on such statements. This information contained herein remains subject to further updating, revision and amendment without notice. Nothing herein shall constitute an offer and, as such, DM Pecan Park shall not be bound or obligated by any terms and conditions until such time as a final agreement is executed and delivered by all parties thereto, and then only to the extent set forth therein.

Section 4 Lot Standards

Minimum Lot Size: 4,000 sq. ft.
Typical Lot Dimensions: 34' x 120'

Setbacks

Front Yard: 20'/25' varied*
Rear Yard: 20'
Interior Side Yard: 5'
Corner Side Yard: 10'

* At a minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.

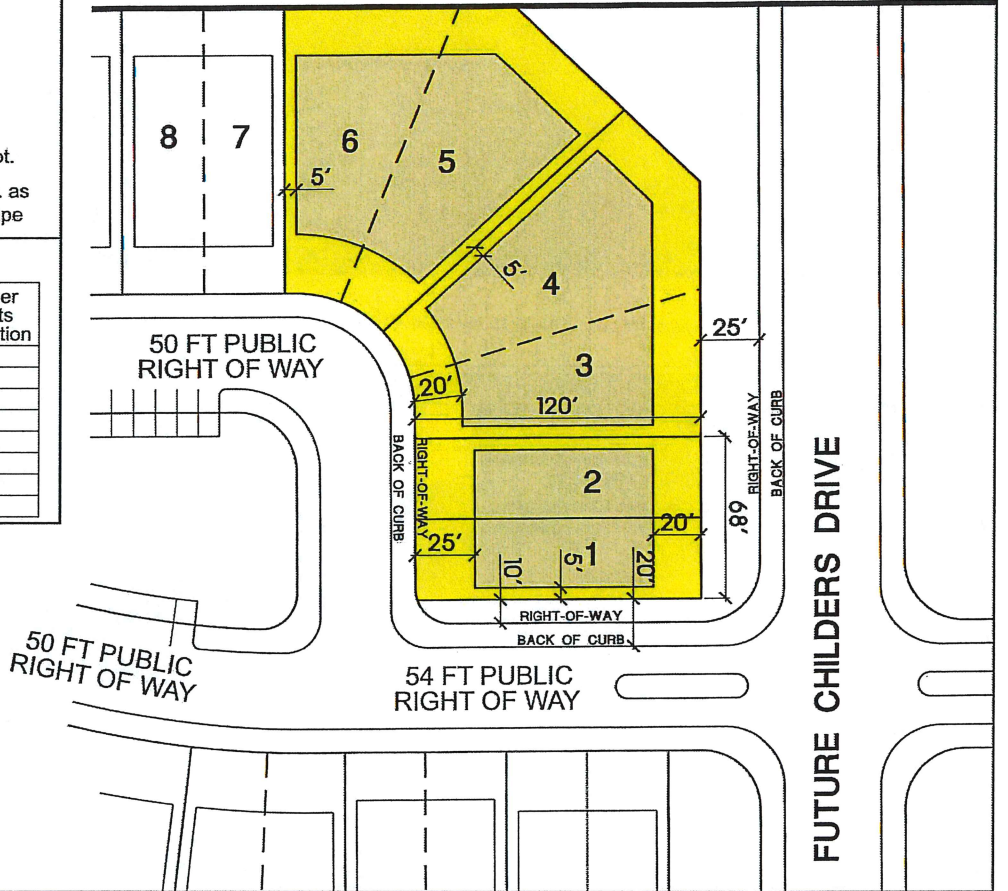
Note: Front yard setbacks vary between 20 ft. and 25 ft. as identified on the lotting plan to create a varied streetscape

House Elevation Repetition:

	House Plan	Elevation	Side of Street	Masonry Material & Color	Number of Lots Separation
1	Same	Same	Same	Same	4
2	Same	Same	Same	Same	4
3	Same	Same	Opposite	Different	2
4	Same	Same	Opposite	Different	2
5	Same	Different	Same	Same	4
6	Same	Different	Same	Same	4
7	Same	Different	Opposite	Different	2
8	Same	Different	Opposite	Different	2



EXHIBIT B



Scale: 1" = 60'
Date: April 26, 2015

SEC Planning, LLC

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www.secplanning.com • info@secplanning.com

SECTION 4 LOT STANDARDS

RIVER'S BEND AT PECAN PARK
BASTROP, TEXAS

SHEET FILE: A:\00025-FIVEC\DWG\PLANS\0215-02-09 Section 4 Lot Standards 2015-05-06.dwg
All information regarding this property is from sources deemed reliable; however, DM Pecan Park Associates, LTD ("DM Pecan Park") has not made an independent investigation of these sources. No warranty or representation is made by DM Pecan Park as to the accuracy of the information and same is submitted subject to errors, omissions and uncertainties, including without limitation, change of price, unknown property conditions, governmental regulations, rental or other conditions, prior sale, leases or withdrawal from the market without notice. Certain information set forth herein may contain forward looking statements and, as such, you should not rely on such statements. This information contained herein remains subject to further updating, revision and amendment without notice. Nothing herein shall constitute an offer and, as such, DM Pecan Park shall not be bound or obligated by any terms and conditions until such time as a final agreement is executed and delivered by all parties thereto, and then only to the extent set forth therein.

City of Bastrop



Agenda Information Sheet:

City Council Meeting Date:

June 9, 2015

Project Description:

Public Hearing: Consideration, discussion and possible action on a request to rezone from MF-2, Multi-Family Dwelling-2 to PD, Planned Development +/-11.02 acres within the Mozea Rousseau Survey, A-56, located west of the terminus of Childers Drive within the City limits of Bastrop, Texas.

Item Summary:

Owner: DM Pecan Park Associates, LTD
Applicant: Duke McDowell
Location: West of proposed Childers Drive extension
Utilities: City water, sewer, and Bluebonnet electric
Zoning: MF2, Multi-Family Dwelling-2
Land Use Plan: Agricultural/Rural

Background/Request:

The +/-11.02 acres is located primarily behind Walmart and southwest of the extension of Childers Drive (currently under construction). The property is within Section 4 of Pecan Park Subdivision and is currently vacant and is used agriculturally. The property is located adjacent to the Pecan Park PD, Planned Development residential property in Sections 5A and 5B.

The extension of Childers Drive is currently under construction and will extend to the 100' wide LCRA Electric Easement. When Sections 5A and 5B of Pecan Park Residential PD are complete, there will be a secondary access to Perkins Street. City Council approved an amendment to the Thoroughfare Plan to have a collector level street extend from the proposed Schaffer Boulevard (Highway 71 by Wendy's) and through the owners remaining tract to connect to Childers Drive.

This property is part of a Development Agreement between DM Pecan Park and the City of Bastrop approved by City Council in November, 2013. The Development Agreement allows the property to be developed in phases.

On April 24, 2012, the developer requested and was granted a zone change from AOS, Agriculture Open Space to MF-2, Multi Family Dwelling which would allow a density of up to twenty-five (25) dwelling units per acre. November 12, 2014 City Council approved the Preliminary Plat for Pecan Park Section 4 and 5.

The developer is requesting a zone change from MF-2, Multi-Family Dwelling-2 to a PD, Planned Development to allow for seventy (70) attached single family units on individual lots. A Planned Development District encourages innovation in design and allows the developer flexibility to create a more interesting and attractive development. The Planned Development District allows the developer the opportunity to maximize use of the land through higher lot coverages and densities and utilize variable setback provisions. The proposed 2-unit designed attached housing product, currently not

06-23-2015

11



Proposal:

The developer/applicant has submitted a conceptual lot layout and design for a PD, Planned Development District. The PD would apply to Section 4 of the overall proposed Pecan Park Development. The Planned Development would allow the developer to modify elements of the current SFA, Single Family Attached Zoning District, including minimum lot size, setbacks, etc.

The Planned Development will include a Home Owner's Association, Architectural Control Committee, open landscaped areas, an 8' wide neighborhood trail system, neighborhood park with mail kiosk, additional off street parking for the resident's guests and sidewalks on both sides of the street.

The single story and two story single family units will have varied front setbacks, varied elevations and will share a common interior lot line.

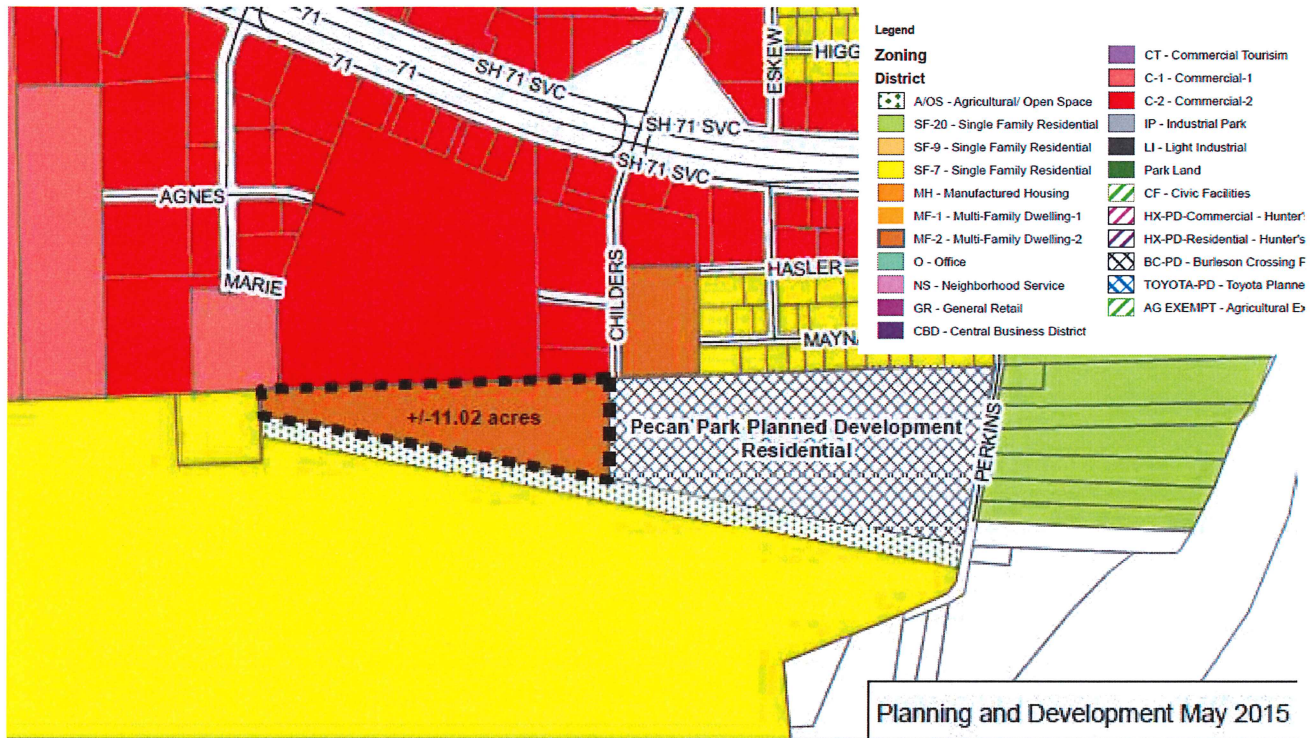
The following chart depicts general lot size and building setback requirements for SFA and the proposed PD, Pecan Park District requirements.

<u>District</u>	<u>Min. Lot Area</u>	<u>Min. Dwelling Unit Size</u>	<u>Min. Lot Width</u>	<u>Min. Lot Depth</u>	<u>Min. Front Yard</u>	<u>Min. Interi or Side Yard</u>	<u>Min. Side when two-story & adj. SF Zone</u>	<u>Min. Ext. Yard (See Sec.43.3)</u>	<u>Min. Rear Yard</u>	<u>Min. Rear when two-story & Adj. SF Zone</u>	<u>Max. Height of Build</u>	<u>Max. Lot Cover age by Build</u>
SFA Per Ord.	3,000 sq. ft.	1000 sq. ft.	25'	100'	25'	10'		15'	20'		2.5 stories 35'	70%
PD Prop.	4,000 sq. ft.	1200 sq. ft.	34'	120'	20' - 25'	5'		10'	20'		2.5 stories 35'	70%

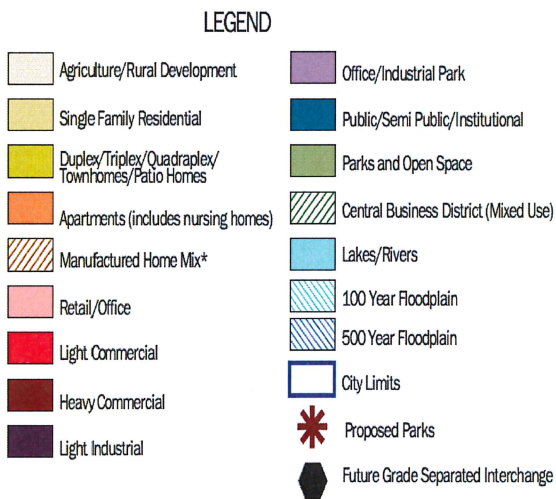
Surrounding Zoning and Land Uses:

Location	Zoning	Future Land Use Plan
North (Commercial)	C-2, Commercial	Retail/Office
South (Vacant, same owner)	SF7, Single Family Residential	Agricultural/Rural
East (under construction, same owner)	PD, Planned Development (Residential)	Agricultural/Rural
West (Electrical Sub Station And Vacant)	SF7, Single Family Residential	Agricultural/Rural

Existing Zoning Map



Future Land Use Map



Comprehensive Plan Conformance:

The City's current Comprehensive Plan, adopted by Bastrop City Council on May 8, 2001, serves as a guide for land use policy decisions to be made by the City. State law requires that zoning regulations are in conformance with the City's Comprehensive Plan. The Land Use chapter of the Comprehensive Plan establishes land use policy priorities and goals for the City's future development. In establishing these policies, the Comprehensive Plan divides the community into various land use categories.

The Subject Tract is designated on the future Land Use Plan map as Agricultural/Rural Development.

Agriculture and Rural Development (Beige)

Cultivated cropland, orchards/vineyards, pasture and sparsely populated areas that are still distinct from more urbanized areas

The City is currently undergoing the process of selecting a consultant to prepare a new Comprehensive Plan.

Comments: Six (6) adjacent property owner notifications were mailed May 13, 2015. As of this date, one (1) response in favor has been received.

Staff Basis of Support:

Staff supports the zoning change, because the proposed development would be consistent with surrounding land uses, and would complement the value and aesthetic appeal of other residential neighborhoods in the area.

Staff Recommendation:

Staff recommends approval of the requested zone change from MF-2, Multi-Family – 2, to PD, Planned Development for +/-11.02 acres within the Mozea Rousseau Survey, A-56, located west of the terminus of Childers Drive.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission conducted a public hearing May 28, 2015 and voted unanimously 7-0 to recommend approval of the zone change from MF-2, Multi-Family– 2, to PD, Planned Development for +/-11.02 acres within the Mozea Rousseau Survey, A-56, located west of the terminus of Childers Drive.

City Contact:

Yvonne Pritchard – Interim Director
Planning and Development
Wesley Brandon, PE. City Engineer

Attachments:

A letter from the Developer including a comparison of the Single Family Attached District and the proposed PD, Planned Development, site plan/conceptual plan showing proposed lot layout, Section 4 lot standards and various plans for single and two story units.



April 30, 2015

Yvonne Pritchard, Project Coordinator
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: River's Bend at Pecan Park, Section 4 – Re-Zoning Request

Dear Ms. Pritchard,

We appreciate the opportunity to present our request for the re-zoning of Section 4 located within the Pecan Park residential area, currently marketed as River's Bend at Pecan Park.

This area is approximately 11.00 acres located southwest of the current terminus of Childers Street at the Pecan Park development. That parcel is bounded by the existing LCRA substation facilities, the rear property line of the Wal-Mart property, the commercial strip center located at Childers & Agnes, and the 100' Overhead Power Line easement that transverses through that area. Previously zoned "A/OS- Agricultural/Open Space", a portion of this area was re-zoned to Multi-Family-2 ("MF-2") by the Bastrop City Council on April 24, 2012.

The proposed new zoning for Section 4 is the City of Bastrop's zoning, "PD" Planned Development District. The intended use for the lots in this Section will be for 2-unit designed, attached-housing. The area will be controlled by an independent Section 4 Home Owner's Association which will be responsible to the River's Bend at Pecan Park Master Property Owner's Association and under the Subdivision's Master C,C&R's. Section 4 will be under the supervision of an independent property management company that will continually oversee to help control and ensure the overall look & perpetual maintenance of that area. As noted on the attached Conceptual Lotting Plan, there will be open/landscaped areas and trailheads leading to the River's Bend at Pecan Park greenbelts and internal trail system.

We are pleased that the City had previously agreed that variable front setbacks enhance internal street looks and we hope to continue similar front setbacks within this Section to help accomplish that goal. This section's subdivision plat will reflect 20' and 25' front building setbacks. I have provided a "Section 4 Lot Standards" exhibit which will help to visualize that look; reflecting how 20-25' front setbacks might look. That same exhibit shows our intent to vary home elevation repetition to further insure the desired look of the development within this Section. All plans and exterior selections, home elevations and landscaping plans will be pre-approved by the Subdivision's Architectural Design Committee. Through the approval process, our Architectural Committee will control the unit type and elevations of the homes proposed to help ensure the desired appeal and streetscape look for the development. Photographs, sample home elevations and the Section 4 Lot Standards exhibit are provided to help clarify what we propose. The "House Elevation Repetition" key on the Lot Standards exhibit will establish the minimum of what will be acceptable; however, the Developer and Architectural Control Committee will evaluate each house plan, elevation, masonry & color selection as they are presented for approval. We will plat Section 4 into seventy (70) individual lots. As reflected on the Section 4 Conceptual Lotting Plan, the lots would be paired and improved with attached single family residences, which will share a common interior lot line. Ownership documentation for Section 4's attached-housing

1213 R.M. 620 South, Suite 200, Austin, Texas 78734



and interior common areas and C,C&R's will be created by our Attorneys. The project likely will be constructed in either one or two phases. As requested by the City, our roadway connections have been designed to match with the entrance designed for Section 5 in the subdivision. Internal streets will be constructed to current City roadway and street lighting requirements. City public water and wastewater will service the property. The decision to extend gas lines to the area has not been finalized.

The design of this section will be much like the City's "SFA – Single-Family Attached Residential District (Townhouses)", but rather than requesting variances for that zoning, we are presenting this request for "PD" zoning. To assist in your review, we have provided a comparison grid of what we are requesting to that of a summary of the your "SFA" zoning. We hope that you find that comparison useful.

I sincerely appreciate your assistance with this zoning request. Please let me know if you have any questions or if there is any additional information that may be required. Once you have reviewed our exhibits, I would be glad to provide an electronic file for your use.

Thank you again,

Duke McDowell
Owner/Manager
duke@pecanparkbastrop.com
cell (512) 845-3552

Enclosures:

- Application & Check List - Zoning Change
- Supplemental Information Addressing Section 10.1
- Pecan Park Conceptual Plan
- Section 4 Conceptual Lotting Plan
- Section 4 Conceptual Lot Standards
- Surrounding Properties Map
- Notifications List
- Statement of Account – Bastrop Tax Office
- City of Bastrop Zoning Map
- Sample Building Site Plans, Elevations, Floor Plans, Photographs
- Preliminary Plan Pecan Park Residential Sections 4 & 5

cc: Melissa McCollum, Director of Planning & Development
Wesley Brandon, P.E., City Engineer



	<i>(Exerpt from the Bastrop Zoning Ordinance)</i> SFA – Single-Family Attached Residential District (Townhouse)	Proposed “PD” Zoning for Section 4
	The SFA Single-Family Attached Residential, District is intended to promote stable, quality attached occupancy residential development on individual lots at slightly increased densities. Individual ownership of each lot is encouraged. This District may be included within certain areas of neighborhoods, or, when in accordance with the intent of the Comprehensive Plan, may provide a “buffer” or transition district between lower density residential areas and multi-family or non-residential areas or major thoroughfares.	Per City Zoning Ordinance – Section 32.1 “The Planned Development (PD) District is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, retail, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this Ordinance. While greater flexibility is given to allow special conditions or restrictions which would not otherwise allow the development to occur, procedures are established herein to ensure against misuse of increased flexibility.” This zoning will provide a “buffer” or transition district between the Development’s lower density residential areas and the non-residential, commercial areas located North of this site.
Permitted Use	1. Those uses specified in Section 36 (Use Charts) 2. Two-Family residence (duplex) 3. All uses allowed in the SF-7 Zoning District 4. Such uses as may be permitted under the provisions of Conditional use Permits Section 33	An application for a PD District shall specify the base district and the use or the combination of uses proposed. Uses which may be permitted in a PD are specified in the Use Charts (Section 36,2-Primary Residential Uses), but specifically for this Zoning Request: 1. Patio Home (Zero Lot Line Dwelling) 2. Single-Family Dwelling Attached 3. Single-Family Dwelling Detached
Height Regulations	1. Two and one-half (2-1/2) stories for the main building (Overall height must be less than thirty-five feet (35’) 2. One (1) story for accessory buildings without garages 3. Other (See Section 43)	Same as “SFA” and “S-7” Zonings, 1. Two and one-half (2-1/2) stories for the main building (Overall height must be less than thirty-five feet (35’) 2. One (1) story for accessory buildings without garages

Area Regulations		
	A. Size of Lots 1. Minimum Lot Area – Three thousand (3,000) square feet 2. Minimum Lot Width – Twenty-five (25') feet 3. Minimum Lot Depth – One hundred feet (100') B. Size of Yards 1. Minimum Front Yard – Twenty Five (25') 2. Minimum Interior Yard a. Single-family attached dwellings need not have a side yard. The ends of any two adjacent building complexes or row of buildings shall be at least ten feet (10') apart. The required side yards shall be designated upon a plat approved by the City Council (See illustration 9.) b. A complex of attached single-family dwellings shall have a minimum length of three (3) dwelling units and shall not exceed three hundred feet (300') in length or the width of twelve (12) attached units whichever is less. 3. Minimum Exterior Yard – Fifteen feet (15') 4. Minimum Rear Yard – Twenty feet (20') from garage/carport to an alley, 10' to a main building C. Maximum Lot Coverage – Seventy percent (70%) D. Parking Regulations 1. A minimum of 2 covered spaces for each unit behind the front building 2. Additional parking shall be required for any recreational uses, club house, office, sales offices and visitors 3. Designated visitor parking spaces shall be provided in common areas at a ratio of one (1) guest/visitor space per four (4) units.	A. Size of Lots 1. Minimum Lot Area – Four thousand (4,000) square feet (for each residence). 2. Minimum (Typical) Lot Width – Thirty-four (34') feet (for each residence) 3. Minimum Lot Depth – One hundred-twenty feet (120') B. Size of Yards 1. Minimum Front Yard – Twenty Feet (20') 2. Minimum Interior Yard a. Single-family attached dwellings need not have a side yard. The sides of any two adjacent building complexes or row of buildings shall be at least ten feet (10') apart, (five feet (5') from the property line.) The required side yards shall be designated upon a plat approved by the City Council. b. A complex of these attached single-family dwellings shall have a width of two (2) dwelling units. 3. Minimum Exterior Yard (corner lots)– Ten feet (10') 4. Minimum Rear Yard – Twenty feet (20') C. Maximum Lot Coverage – Seventy percent (70%) D. Parking Regulations 1. A minimum of a 2-car garage for each unit 2. Additional parking shall be required for any recreational uses, club house, office, sales offices and visitors 3. At minimum, designated visitor parking spaces shall be provided in common areas at a ratio of one (1) guest/visitor space per four (4) units.

Minimum Dwelling Size	One thousand (1,000) square feet	One thousand-two hundred (1,200) square feet
Open Space Requirement	All single-family attached developments shall provide usable open space at the same ratio as specified in Section 21.6(R)	Per Zoning Section 21.6 (R) Each Lot or parcel of land, which is used for multiple-family residences shall provide on the same lot or parcel of land, usable open spaces as defined below) in accordance with the following requirements: 1. Number of Bedrooms or Sleeping Rooms 1 or less - 300 square feet 2. Each Additional bedroom over 1 -100 square feet The Land Planner has calculated open space /greenbelt areas at approximately 1.53 acres. Included in that is 40 additional parking spaces (1.75+/- spaces per unit)
Other	All utilities shall be provided separately to each lot in a SFA District so that each unit is individually metered	All utilities shall be provided separately to each lot in a SFA District so that each unit is individually metered
Other	Single Family dwellings constructed in this District shall conform to the standards as set forth in the SF-7 District	Similar Single Family dwellings constructed in this District shall conform to the standards as set forth in the SFA District Minimum Masonry Requirements will be set at 75%.
Other	A site plan is required at the time of zoning approval for single-family attached subdivisions for purposes of evaluating the merits of requested zoning	Similar A site plan is required at the time of zoning approval for single-family attached subdivisions for purposes of evaluating the merits of requested zoning
Special Requirements	A. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.	A. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
	B. Electrical Fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on three or more acres.	B. Similar Electrical Fencing and barbed wire is prohibited as perimeter fencing. Only 6' Cedar, Wrought Iron or masonry fencing will be allowed.
	C. Open storage is prohibited (except for materials for the resident's personal use or consumption (i.e. firewood, gardening materials, etc.)	C. Open storage is prohibited (except for materials for the resident's personal use or consumption (i.e. firewood, gardening materials, etc.)

	D. Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.	D. Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage to the side property line for maneuvering.
	E. Swimming pools shall be enclosed by a security fence not less than six (6') feet in height. All swimming pool security fences shall be constructed so as not to have openings, holes or gaps larger than two (2") inches in dimension, except for doors and gates. All doors and gates shall be equipped with self-closing, self-latching devices.	E. Swimming pools shall be enclosed by a security fence not less than six (6') feet in height. All swimming pool security fences shall be constructed so as not to have openings, holes or gaps larger than two (2") inches in dimension, except for doors and gates. All doors and gates shall be equipped with self-closing, self-latching devices.
	F. All residential structures shall have roof slopes with a minimum of 4:12 pitch	F. All residential structures shall have roof slopes with a minimum of 4:12 pitch
	G. Sidewalks may be required	G. Four (4') sidewalks will be installed
	H. Other Regulations – As established in the Development Standards, Sections 37 through 45	H. Other Regulations and restrictions will be established by through the Development's C,C,& R's and Design Guideline Standards that will be created for this Section. Included within the Section 4 Design Guideline Standards will be provisions for house limiting house plan elevations, building street setbacks, home exterior selections and for maintenance and uniform standards for landscaping

Section 4 Lot Standards

Minimum Lot Size: 4,000 sq. ft.
Typical Lot Dimensions: 34' x 120'

Setbacks

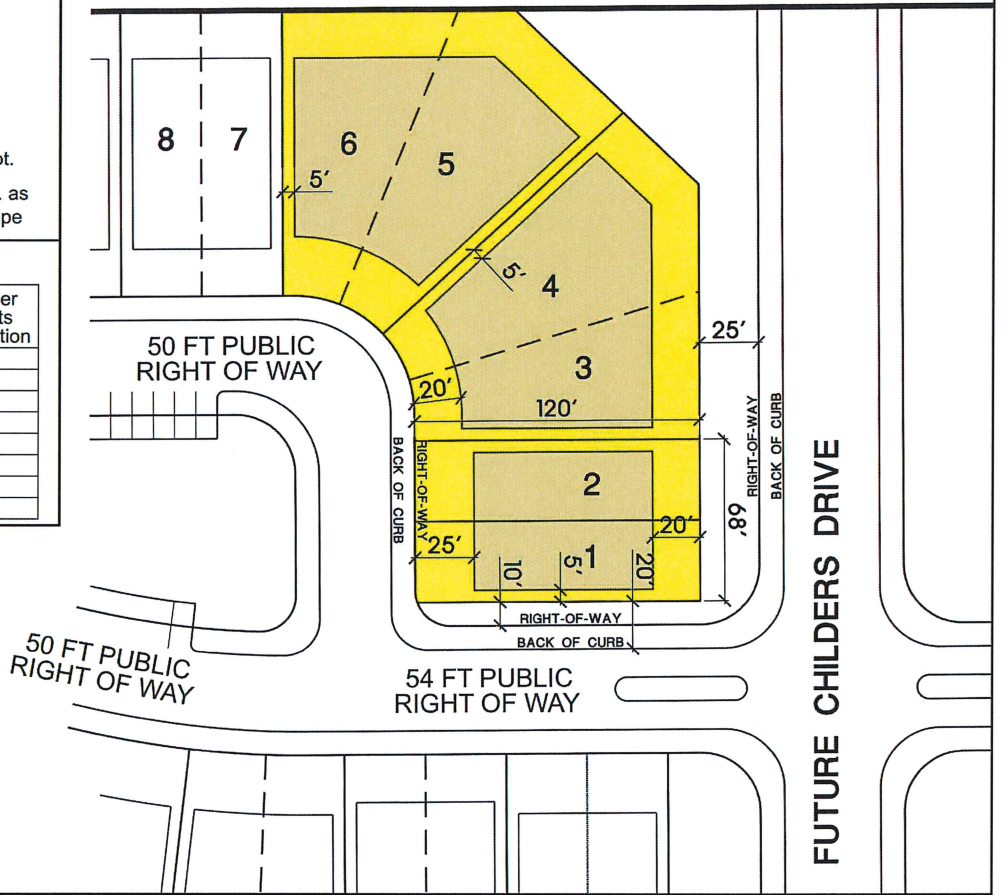
Front Yard: 20'/25' varied*
Rear Yard: 20'
Interior Side Yard: 5'
Corner Side Yard: 10'

* At a minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.

Note: Front yard setbacks vary between 20 ft. and 25 ft. as identified on the lotting plan to create a varied streetscape

House Elevation Repetition:

	House Plan	Elevation	Side of Street	Masonry Material & Color	Number of Lots Separation
1	Same	Same	Same	Same	4
2	Same	Same	Same	Same	4
3	Same	Same	Opposite	Different	2
4	Same	Same	Opposite	Different	2
5	Same	Different	Same	Same	4
6	Same	Different	Same	Same	4
7	Same	Different	Opposite	Different	2
8	Same	Different	Opposite	Different	2



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
1512.246.7002 • 1512.246.7703
www.secplanning.com • info@secplanning.com

SECTION 4 LOT STANDARDS

RIVER'S BEND AT PECAN PARK
BASTROP, TEXAS

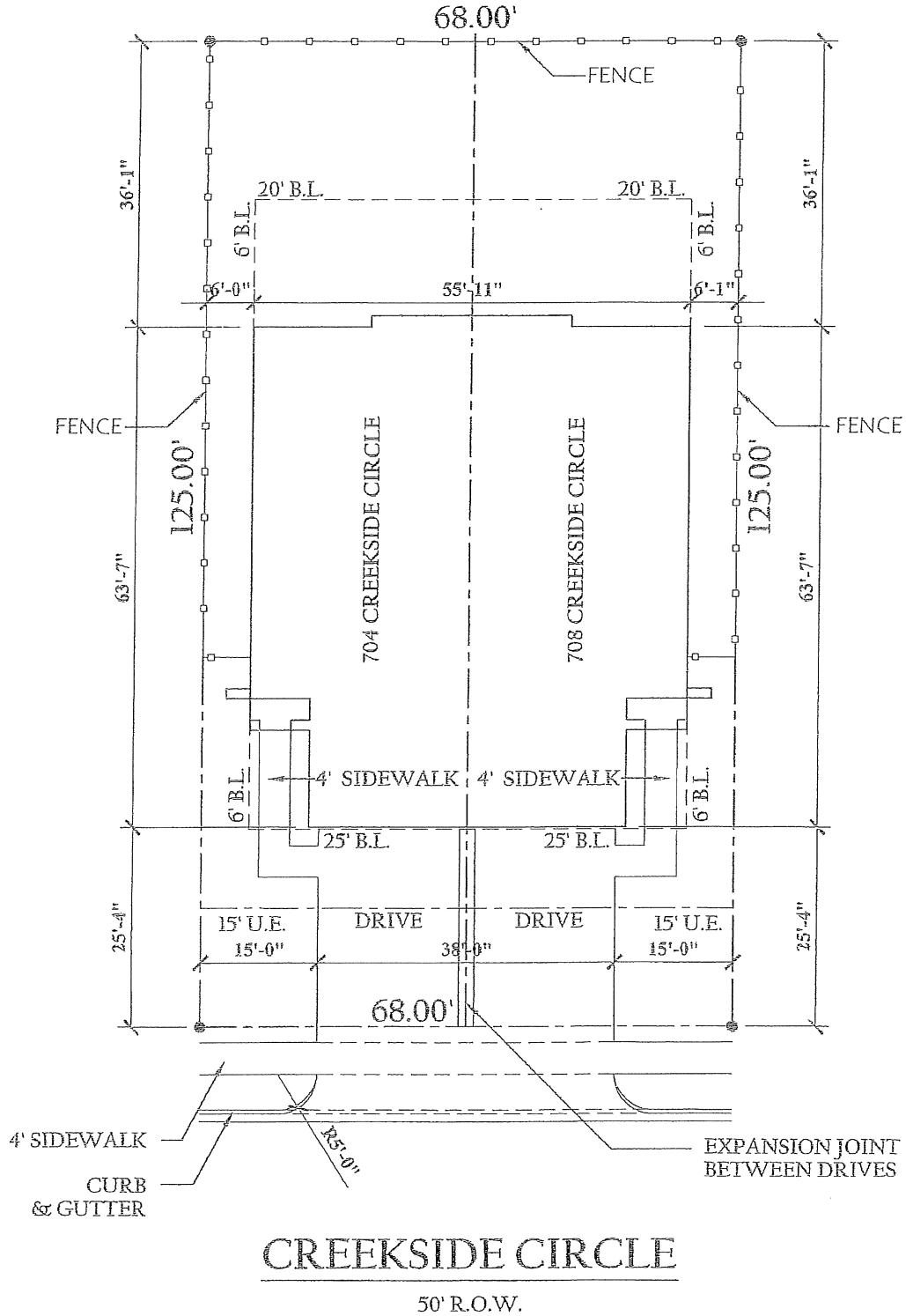
Scale: 1" = 60'
Date: April 26, 2015

SHEET FILE: N:\000025-PAVE\Drawings\PLANNING\020105-02-09 Section 4 Standards 2015-05-06.dwg
All information regarding this property is from sources deemed reliable; however, DM Pecan Park Associates, LTD ("DM Pecan Park") has not made an independent investigation of these sources. No warranty or representation is made by DM Pecan Park as to the accuracy of the information and same is submitted subject to errors, omissions and uncertainties, including without limitation, change of price, unknown property conditions, governmental regulations, rental or other conditions, prior sale, lease or withdrawal from the market without notice. Certain information set forth herein may contain forward looking statements and, as such, you should not rely on such statements. This information contained herein remains subject to further updating, revision and amendment without notice. Nothing herein shall constitute an offer and, as such, DM Pecan Park shall not be bound or obligated by any terms and conditions until such time as a final agreement is executed and delivered by all parties thereto, and then only to the extent set forth therein.

LOT 46 AREA: 8,500 S.F.

SLAB AREA: 3,410 S.F.

FLATWORK AREA: 1,696 S.F.



CREEKSIDE CIRCLE

50' R.O.W.

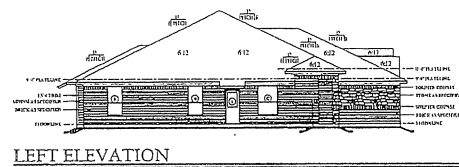


PLAN
2504 E/F

06-23-2015

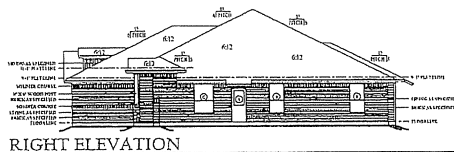
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DATE
04-28-2014



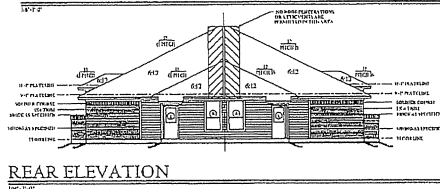
LEFT ELEVATION

1/8\"/>



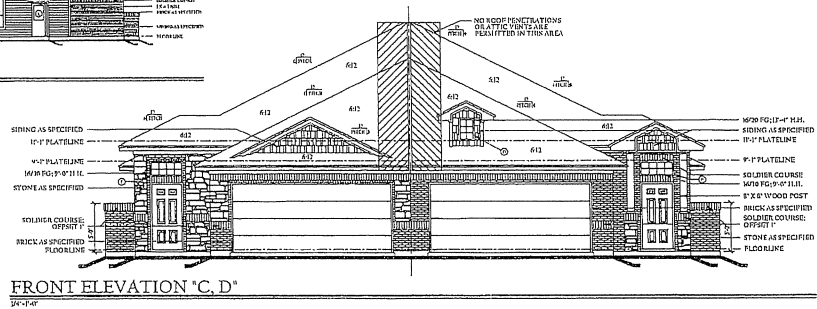
RIGHT ELEVATION

1/8\"/>



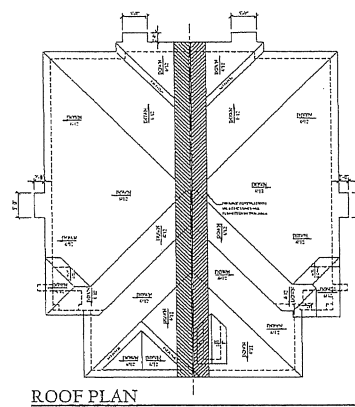
REAR ELEVATION

1/8\"/>



FRONT ELEVATION "C,D"

1/8\"/>



ROOF PLAN

1/8\"/>

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DATE
10-08-2013

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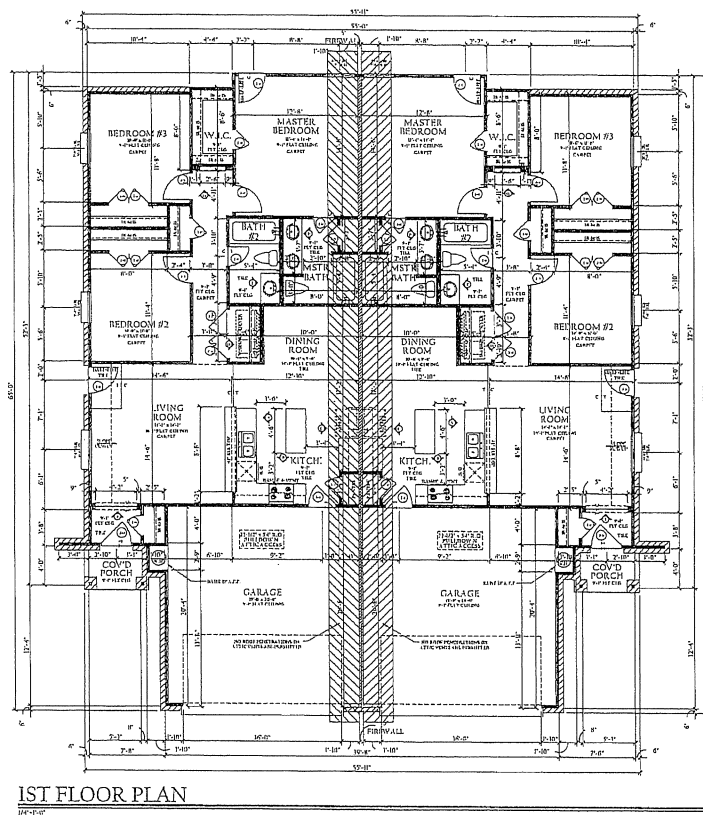
ADDRESS:
10 JEFFERSON CIRCLE

PLAN
2504 C/D

SHEET
2
OF
4

SINGLE SIDE SQ. FOOTAGES		
AREA	FRAME	FINISH
FIRST FLOOR	128.57	128.57
SECOND FLOOR	128.57	128.57
THIRD FLOOR	128.57	128.57
FOURTH FLOOR	128.57	128.57
FIFTH FLOOR	128.57	128.57
SIXTH FLOOR	128.57	128.57
SEVENTH FLOOR	128.57	128.57
EIGHTH FLOOR	128.57	128.57
NINTH FLOOR	128.57	128.57
TOTAL BLDG AREA	128.57	128.57
TOTAL PARKING AREA	128.57	128.57
TOTAL SITE AREA	128.57	128.57

TOTAL SQ. FOOTAGES		
AREA	FRAME	FINISH
FIRST FLOOR	128.57	128.57
SECOND FLOOR	128.57	128.57
THIRD FLOOR	128.57	128.57
FOURTH FLOOR	128.57	128.57
FIFTH FLOOR	128.57	128.57
SIXTH FLOOR	128.57	128.57
SEVENTH FLOOR	128.57	128.57
EIGHTH FLOOR	128.57	128.57
NINTH FLOOR	128.57	128.57
TOTAL BLDG AREA	128.57	128.57
TOTAL PARKING AREA	128.57	128.57
TOTAL SITE AREA	128.57	128.57



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DATE
10-08-2013

www.alhamdaniengineering.com

ADDRESS:
1. K.E.

ADDRESS:
1. K.E.

ADDRESS:
1. K.E.

PLAN
2504 C/D

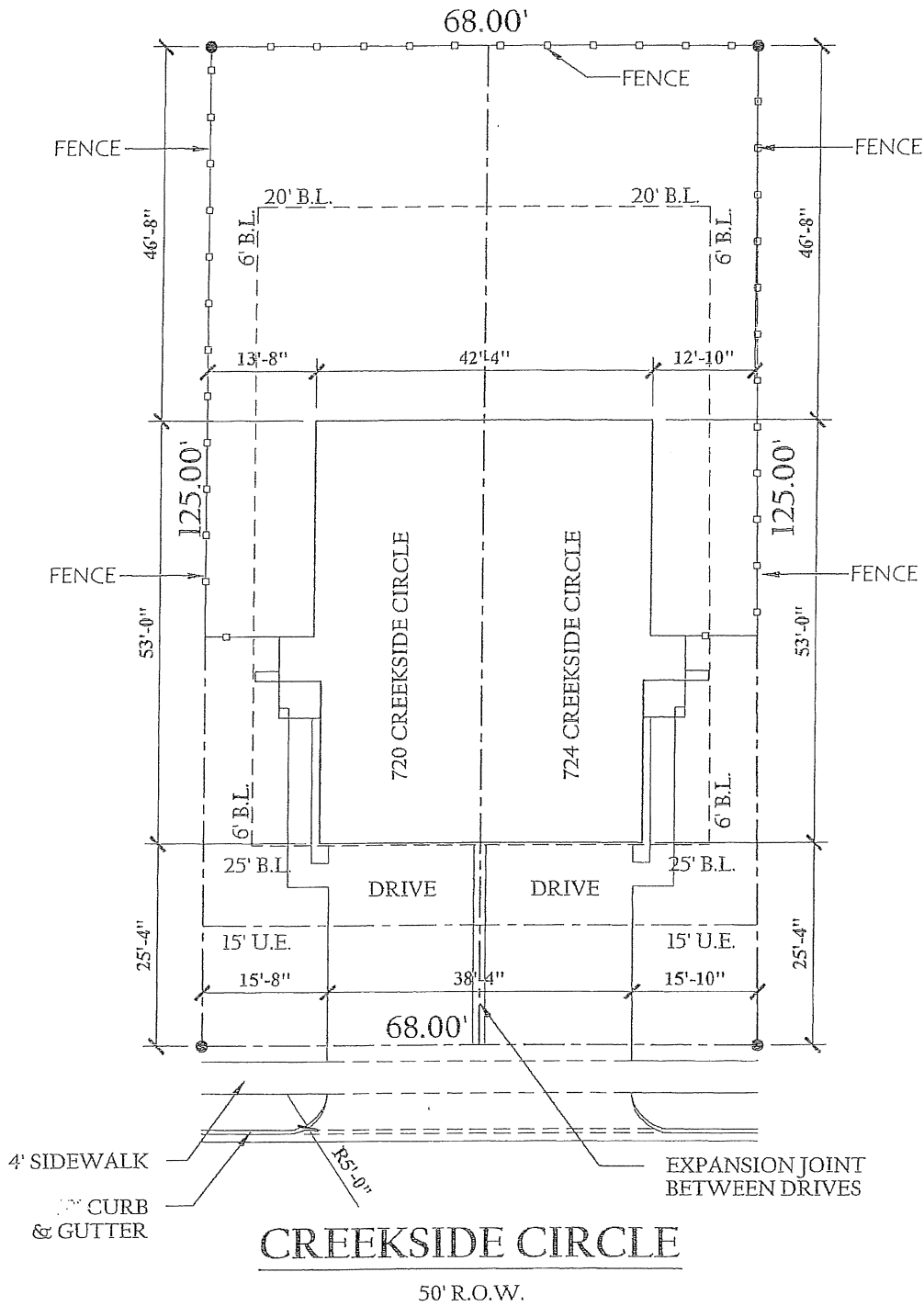
SHEET
1
OF
4



LOT 48 AREA: 8,663 S.F.

SLAB AREA: 2,304 S.F.

FLATWORK AREA: 1,675 S.F.



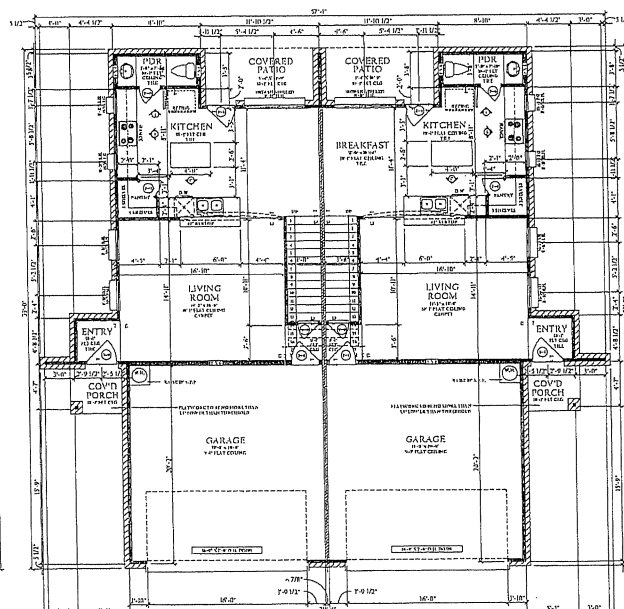
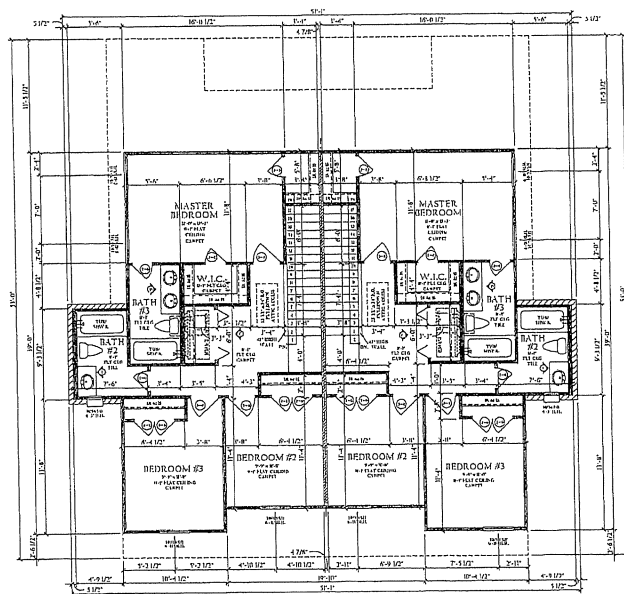
06-23-2015

PLAN
2800 G/H

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DATE
04-28-2014

27



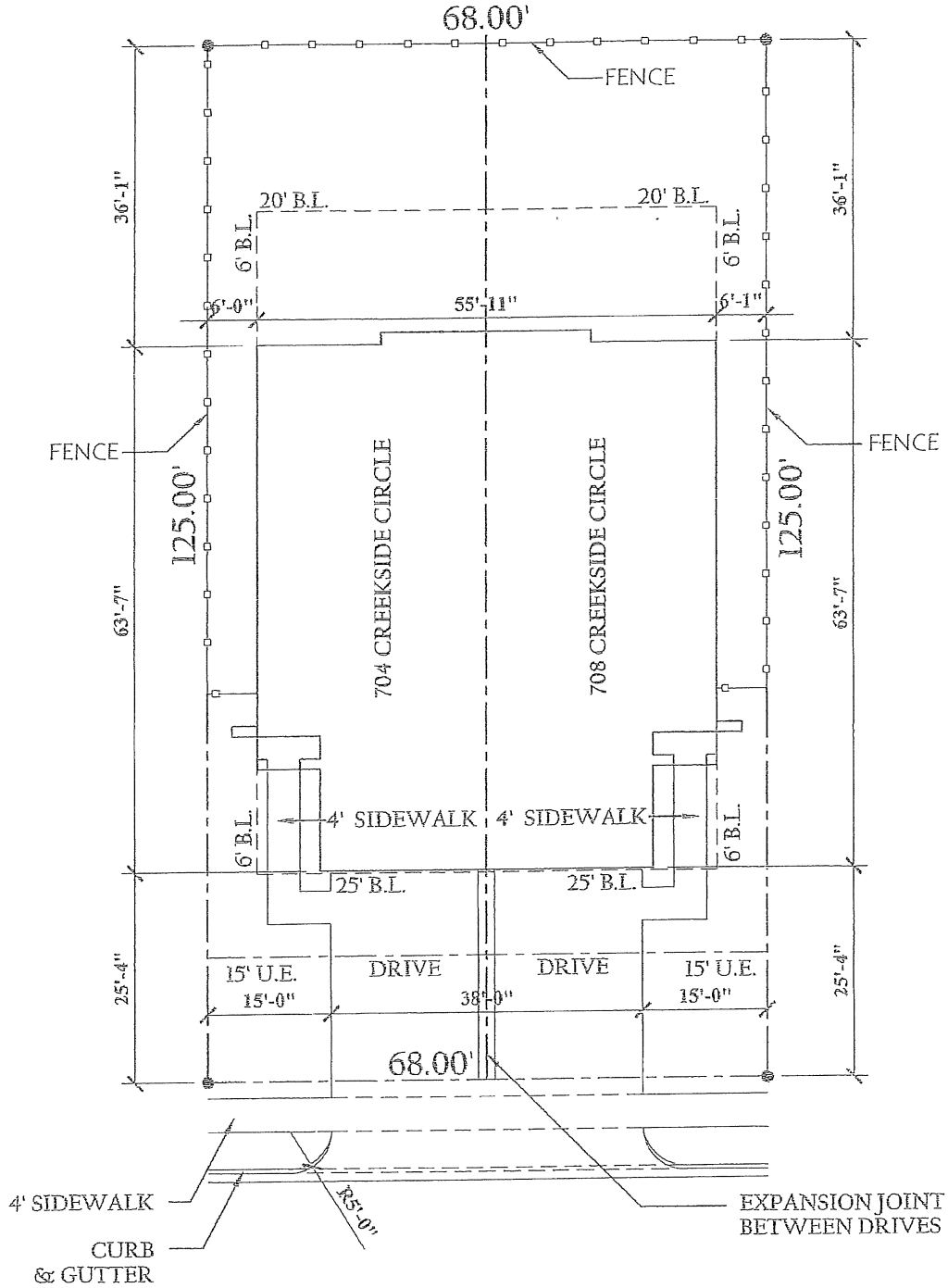
SIDE A/B			TOTAL		
SQ. FOOTAGES			SQ. FOOTAGES		
AREA	FRONT	REAR/OTHER	AREA	FRONT	REAR/OTHER
FIRST FLOOR	414.37	849.57	FIRST FLOOR	1,210.37	1,249.57
SECOND FLOOR	271.57	271.57	SECOND FLOOR	271.57	271.57
ENTIRE AREA	685.94	1,121.14	ENTIRE AREA	1,481.94	1,521.14
COVERED PORCHES	24.57	24.57	COVERED PORCHES	49.14	49.14
ENTIRE COVERED PORCHES	24.57	24.57	ENTIRE COVERED PORCHES	49.14	49.14
ENTIRE TOTAL AREA	710.51	1,145.71	ENTIRE TOTAL AREA	1,531.08	1,570.28
NET AREA UNDER ROOF	1,421.02	1,421.02	NET AREA UNDER ROOF	1,421.02	1,421.02
ENTIRE TOTAL	710.51	1,145.71	ENTIRE TOTAL	1,531.08	1,570.28
ENTIRE TOTAL	710.51	1,145.71	ENTIRE TOTAL	1,531.08	1,570.28



LOT 46 AREA: 8,500 S.F.

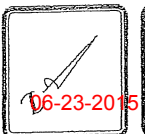
SLAB AREA: 3,410 S.F.

FLATWORK AREA: 1,696 S.F.



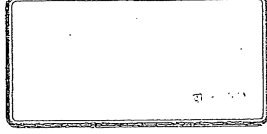
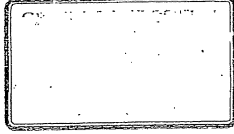
CREEKSIDE CIRCLE

50' R.O.W.



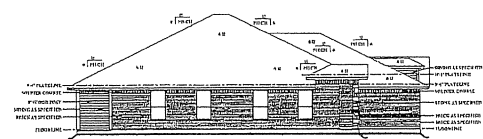
06-23-2015

PLAN
2504 E/F



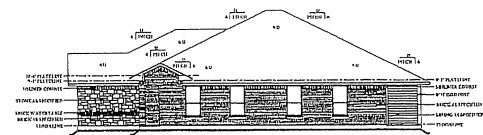
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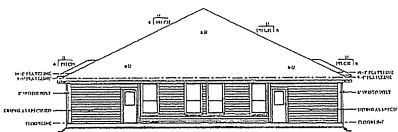
LEFT ELEVATION

1/8"=1'-0"



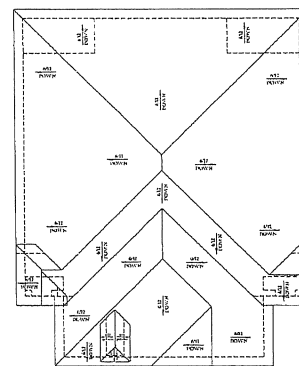
RIGHT ELEVATION

1/8"=1'-0"



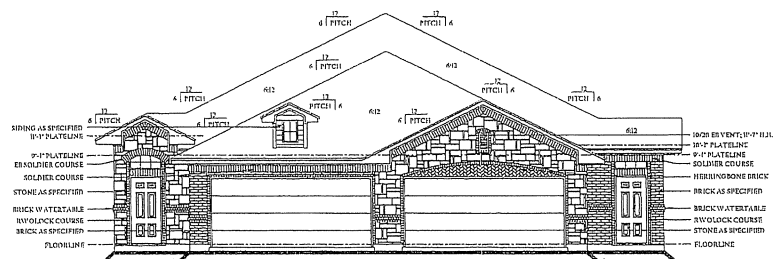
REAR ELEVATION

1/8"=1'-0"



ROOF PLAN

1/8"=1'-0"



FRONT ELEVATION

1/8"=1'-0"

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DATE
04-25-2015

www.wadams.com

ADDRESS:
R. A. A.

ADDRESS:
R. A. A.

PLAN
2530 AB

PLAN
2530 AB

SHEET
2
OF
4



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

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **May 28, 2015 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, June 9, 2015 at 6:30 p.m.** and have a second reading **Tuesday, June 23, 2015 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider a zone change from MF-2, Multi-Family-2 to PD, Planned Development for +/-11 acres located southwest of the current terminus of Childers Drive within the Pecan Park Development in the city limits of Bastrop, Texas.

A site location map and proposed lot layout is included with this notice.

Applicant: DM Pecan Park Associates, LTD

The property being considered is described as follows:

Legal Description: +/-11 acres within the Mozea Rousseau Survey A-56.

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

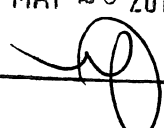
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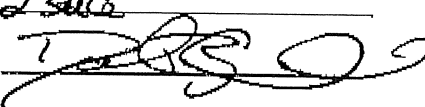
X

PROPERTY OWNER'S RESPONSE

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

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

RECEIVED
MAY 20 2015
By 

Property Owner Name: Arbors of Bastrop, Dan Chamberlain, Manager
Property Address: 212 Childers Dr Phone (optional): 804.306.6325
Bastrop, TX
Mailing Address: 1801 Bayberry Ct, Ste 203 Email (optional): dchamberlain@
Richmond, VA 23112 gmail.com
Property Owner's Signature: 
Comments: (Optional)

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

Zoning Change - MF-2 to PD, 11 acres, mailed out May 13, 2015

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Approval of minutes for the Regular City Council meetings from March 24, 2015 and May 26, 2015 and minutes from Special Council meeting on June 4, 2015.

2. Party Making Request: Traci Chavez, Interim City Secretary

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
March 24, 2015

The Bastrop City Council met in a Regular Meeting on Tuesday, March 24, 2015 at 6:00 PM at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus and Council Members, Kelly Gilleland, Kay Garcia McAnally, Dock Jackson, Joe Beal and Willie DeLaRosa.

1. CALL TO ORDER

Mayor Kesselus called the meeting to order at 6:00 PM

2. PLEDGES OF ALLEGIANCE

Assistant Police Chief James Altgelt led the pledges to the American Flag and the Texas Flag

3. INVOCATION

“An Irish Blessing” by Council Woman Kay Garcia McAnally

4. PRESENTATION(S)

A) XS Ranch on the *“First Phase of the Public Improvement District”*

A) City Manager Mike Talbot stated that the XS Ranch Project is moving forward but has several issues, he then introduced John Landwier of XS Ranch Project and John Landwier introduced Rick Rosenberg who would assist in the presentation and handout for the XS Ranch Project. Presentation and handout consisted of a proposed First Phase of Public Improvement District (PID) for the XS Ranch Project. Mayor Pro Tem DeLaRosa inquired about the “no extra taxation” referenced on page 4 of handout. Mr. Rosenberg explained PID, fees, and the benefits for the City. Mayor Kesselus ask Mr. Landwier to clarify other areas inability to annex XS Ranch. Mr. Landwier stated that the District has to wait on annexation referenced pages 6 and 8 of hand out. Disclosed possible aspects of PID Assessment, Bond Assessment and presented examples of other PID’s around Texas referencing pages 9, 10 and 11 of handout. Council Member Joe Beal ask if it were possible to capitalize any initial assessments to which Mr. Rosenberg stated that the first 2 years of debt service is covered. Mayor Kesselus ask Mr. Landwier to clarify for the Public that funds used for streets and bridge, not to restrict public access. Mr. Landwier stated multiple meetings with CM Talbot and Staff for Development Agreement process. Council Member Kay Garcia McAnally ask “when do you want an answer?” Mr. Landwier stated 30-60 days to enter into an Agreement and issue the PID Bond. Council Member McAnally stated “that was fair but would like to talk to Mike.” Mayor Kesselus ask CM Talbot about schedule and CM Talbot suggested April 10, 2015 to discuss components of the proposed PID for XS Ranch Project. MPT DeLaRosa ask is that the only time? CM Talbot suggested April 10th and have Special Meeting with Council on April 31st but can discuss at that time also. Mayor Kesselus inclined to wait until April 14th Regular Meeting for discussion and go from there. CM Talbot agreed and Phase I XS Ranch PID discussion placed on April 14th Agenda.

B) “Needs of citizens living in the north section of town” Pastor Roland Nava

B) Pastor Roland Nava addressed the Council with concerns from the North part of the City. He explained that additional street lights are needed. Some areas are very dark. In his opinion, as compared other sections of the city. Also CARTS, community service center and bus shelter for students. Handed out petition copies to Council. Suggested abandoned house on Pecan St for Community Center. Stated no recreation center, no pedestrian sidewalks in some areas. Ask Council to consider making changes. No bus shelters on Main/Linden, Main/Old McDade Rd, Main/Mesquite urged citizens of Bastrop to keep pressing forward to change things. Council Members were all in agreement about the various issues and thanked Pastor Nava for his assertiveness in bringing the issues before Council.

5. PROCLAMATION NONE

6. CITIZEN COMMENTS - Steve Mills (unknown subject due to previous City Secretary's incomplete Minutes.)

Mayor Kesselus extended accolades to BAIPP along with CM Talbot and Public Works for their efforts. Also recognized Council Member Kay Garcia McAnally for initiating the idea and getting the City to this point.

Council Member McAnally in turn thanked BAIPP Deborah Johnson and the team and stated that we should be more cognizant and ready to help because within 48 hours of being placed sculptures were vandalized.

Mayor Kesselus commented on the signage around the City stating "I'm from Austin and I'm here to steal your water" inviting the responsible party/parties to approach Council and discuss their concerns with Lost Pines Groundwater District and reiterating that our main goal is to provide water for the City of Bastrop. Council Member McAnally stated ability to provide feedback on the importance of water needs and the steps being taken to ensure this. Mayor stated at last budget City Manager was ask to cut tax by 2 cents and ask voters if they were to raise issues for Bond Election.

7. ANNOUNCEMENTS

A) City of Bastrop, Texas was named a 2014 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

B) CITY MANAGER'S INFORMATIONAL REPORT FOR MARCH 24, 2015:

I. Meetings and Events Attended:

- A. Attended the Monthly Director's Meeting of the Bastrop Economic Development Corporation on March 16, 2015.
- B. Attended the Monthly Director's Meeting of the Bastrop Chamber of Commerce on March 18, 2015.

II. Update on City Projects and Issues:

- A. Discussion and Review of Water Usage for the month for the period of March 1, 2015 through March 22, 2015.

- B. Update on the Long Term Water Supply Project.
- C. Update on the AMI Project.
- D. Items for the Special City Council Meeting of March 31, 2015.
- E. Update on CBD Parking /Traffic Study.
- F. Review of Section 14 through Section 17 of the City of Bastrop Zoning Ordinance.
- G. Update on the Replacement of the Fire Department Roof.
- H. Update on the Comprehensive Plan.
- I. Update on RFP for Solid waste Services.
- J. Update on the CBD Parking/Traffic Study.
- K. Discussion/Review regarding Citizens complaints of Chickens running at-large in the City.
- L. Update on the bids for the Reconstruction of Farm Street
- M. Update on filling the Position of the Main Street Manager
- N. Update on the Water Reuse Project.
- O. Update on Water Filtration Project.

III. Other City Activities:

- A. Update on Bastrop Economic Development Corporation Activities.
- B. City of Bastrop Convention Center Activities.
- C. The City of Bastrop Main Street Program.
- D. Planning Department – Inspection Report.
- E. 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 gave up dates on Item B Long Term Water Supply and Item H Comprehensive Plan.

Item E update on CBD Parking/Traffic Study. Mr. DeLaRosa stated “business owners would be notified of Parking Study” CM Talbot stated there would be videotaping of parking. Mayor commented that the new stripping is effective. CM Talbot stated the City would need to pass an Ordinance so that Police Department has an enforcement measure.

Item I update on the RFP’s for Solid Waste Services, CM Talbot stated the City had received 8 bids and he would have recommendations on the April 14th Regular Meeting.

Item K update concerning Citizen’s complaints about chickens running at large in the City. Council Member McAnally spoke in defense of the chickens stating “chickens can be a nuisance but are a symbol and part of the rural area” suggested planting trees and shrubs for their habitat and trying to create a balance and protect the sanctuary.

Item M update to fill the Main Street Program Director position would be upcoming at a later time.

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

A.1 **SECOND READING** - Consideration, discussion, and possible action on the second reading of an Ordinance of the City of Bastrop, Texas, amending Ch. 13 “Utilities” to add Article 13.11 “Reclaimed Water” and Article 13.12 “Transportation of reclaimed water”; establishing conditions

& restrictions related to reclaimed water; establishing penalties for the violation of provisions for enforcement of these restrictions; providing a saving clause; providing for publication; providing severability and an effective date.

- A.2 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the 969 Final Plat located, on Highway 969 & Wilbarger Bend Road being approximately 51.02 acres out of the Josiah Wilbarger Survey #70 within Area A of the City of Bastrop, Texas Extra Territorial Jurisdiction (ETJ).
- A.3 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Amending Plat of Lots 9-A and 10-A, Piney Ridge Subdivision, Section 2 Replat, combining two residential lots into one, within the city limits of Bastrop, Texas.

MPT DeLaRosa moved to approve Consent Agenda. Mr. Jackson seconded the motion. Motion passed unanimously.

B. PUBLIC HEARINGS, ORDINANCES, OTHER ITEMS FOR CONSIDERATION AND/OR ACTION
None

C. OLD BUSINESS
None

D. NEW BUSINESS

D.1 Approval of the **SECOND READING** of a proposed **ORDINANCE** of the City Council of the City of Bastrop, Texas amending City of Bastrop, Texas Zoning Ordinance No. 99-37, as amended,; adding new section Exhibit “B” to establish a **downtown Form Based Code Zoning (‘FBC’) District**; providing definitions, uses, and standards for development within the FBC District; providing for a penalty for violations; providing for publication; and providing an effective date.

Mayor Kesselus read the caption of the Ordinance SECOND READING Item D.1. Passed 4 with 1 abstention Council Member Kay McAnally.

D.2 Consideration, discussion and possible action on approval of Bastrop Arts in Public Places 2015 Art Transformer Project selection of mural artwork and anticipated transformer site locations. Presenter Theresa Saunders.

Mr. Talbot met with BP&L to collaborate on sites to be considered, Chamber of Commerce had opportunity to view what sites was selected. Consideration to transition BAIPP from a Task Force to a Board. Council Member Joe Beal move to transition BAIPP from Task Force to Board and to accept transformer site locations, Council Member Dock Jackson seconded, motion passed unanimously.

D.3 Consideration, discussion and possible action on the Award of Contract replacing the Water & wastewater line on Spring Street, Haysel, and Walnut Street to Facilities Rehabilitation INC. for the base price of \$ 602,210.00.

MPT DeLaRosa moved to award contract to Facilities Rehabilitation, Inc, seconded by Mr. Jackson, passed unanimously.

D.4 Consideration, discussion and possible action on approval of **Hotel Motel Funding Calendar** for funding requests for FY 2016.

Mr. Beal moved to accept report, seconded by Mr. DeLaRosa, passed unanimously.

D.5 Consideration, discussion and possible action on approval of **Community Support Calendar** for funding requests for FY 2016.

Mr. Beal moved to accept report, seconded by Mr. DeLaRosa, passed unanimously.

D.6 Consideration, discussion, and possible action on the **ADOPTION** of a **RESOLUTION** to select the proxy to represent the City of Bastrop, Texas at the Bluebonnet Electric Cooperative Annual Meeting to be held at 2:30 pm, on Tuesday, May 12, 2015 at the Sons of Hermann Hall, 1031 CR 223, in Giddings, Texas.

Mr. Beal moved to approve assigning proxy to Committee MPT DeLaRosa. Ms. McAnally offered to attend meeting, opposed by Mr. Beal. Mr. Beal moved to assign proxy to Committee, Mr. DeLaRosa seconded, vote taken, nay Ms. McAnally, Ms. Gilleland, Mr. Jackson. Yes, Mr. Beal, Mr. DeLaRosa. Motion failed 3-2

After further discussion, Council Member Kelly Gilleland moved to allow Ms. McAnally to vote City's Shares and attend Bluebonnet Meeting, seconded by Mr. Jackson, motion passed unanimously.

D.7 Consideration, discussion, and possible action on the approval and payment of the proposed **ARTWORK OPTIONS** as submitted to the City of Bastrop by the Texas Department of Transportation for the **State Highway 71/Tahitian Village Overpass Project**.

Ms. McAnally moved to approve design using HOT Funds, seconded by Mr. Jackson, passed unanimously.

D.8 Consideration, discussion, and possible action on a request from the Bastrop Homecoming Committee 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**.

Mr. Jackson moved to grant Variance allowing Bastrop Homecoming Committee to sell alcoholic beverages at Mayfest Park, seconded by Kelly Gilleland, motion passed unanimously.

E. EXECUTIVE SESSION None

F. ADJOURNMENT

At 8:44 PM Council Member Kay McAnally moved to adjourn, seconded by Council Member Dock Jackson. Motion passed unanimously.

ATTEST:

Mayor Ken Kesselus

ATTEST:

Interim City Secretary Traci Chavez

MINUTES OF REGULAR COUNCIL MINUTES
BASTROP CITY COUNCIL
May 26, 2015

The Bastrop City Council met in a Regular Meeting on Tuesday, May 12, 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 and Council Members, Kelly Gilleland, Kay Garcia McAnally, Dock Jackson, Gary Schiff. Council Member Willie DeLaRosa was absent.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE** – Council Member Gary Schiff

3. **INVOCATION** – A Prayer for Memorial Day, Mayor Kesselus

4. **PRESENTATIONS** –

1. Bastrop Character Trait – 6TH. Grade student at Bastrop Intermediate, Kaeden Chapman gave Wonderful presentation on Integrity. His parents Joseph and Kim Chapman, and sister Avery were in attendance as well.
2. Partner Dialogue with Water Control Improvement District #2 Board members: Members attending will be John Creamer, President; Karen Pinard, Vice President; Sam Kier, Secretary; Ken Keil, Treasurer; Tammy Eden, Director; Tyler Walsh, Operations Manager; Alma Rodriguez, District Administrator. President John Creamer introduced the Bastrop WCID #2 Board and he expressed gratitude for the great working relationship between the City and WCID #2 and the desire to continue the partnership. Director Tammy Eden gave a power point presentation.
3. Job Fair Team – Council Member Gilleland gave an overview of the Job Fair. She felt It was a huge success. Mayor Kesselus and Ms. Gilleland presented Awards of Excellence to Chamber, Texas Workforce Commission, Bastrop EDC, Bastrop Rotary Club, Bastrop ISD, and The Performing Art Group, Patent Pending. A group photo was taken.
4. City Manager Mike Talbot and Mayor Kesselus presented an award to Ms. Nancy Wood for her Service to the City and the Main Street Program in honor of her retirement.

5. **PROCLAMATIONS - NONE**

6. **CITIZEN COMMENTS - NONE**

7. **ANNOUNCEMENTS** –

1. Mayor Kesselus will attend the Austin City Council Meeting on June 4, 2015 to pray.
2. Mayor Kesselus appointed Deborah Johnson as Chair of Bastrop Art in Public Places Task force.
3. Mayor Kesselus appointed The North area representatives to the Form Based Code Task Force which are Dorothy Haywood, 502 Pee Jay Cove and Gregory Cavanaugh, 610 Linden Street.
4. Mayor Kesselus, Ms. Gilleland and Ms. Garcia-McAnally attended a forum with Congressman Blake Farenthold. Mayor Kesselus encouraged people to attend his Town hall Meeting and felt that he really was interested in what the citizens have to say.

CITY MANAGER'S INFORMATIONAL REPORT FOR THE MAY 26, 2015 CITY COUNCIL MEETING:

I. Meetings and Events Attended:

- A. Attended the Annual Police Department Banquet on May 15, 2015
 - B. Attended the Monthly Directors Meeting of the Bastrop Economic Development Corporation on May 18, 2015.
 - C. Attended the Special City Council Utility Committee Meeting on May 19, 2015.
 - D. Attended the Monthly Directors Meeting of the Lost Pines Groundwater Conservation District on May 20, 2015.
 - E. Attended the Hunters Crossing Local Government Corporation Meeting on May 20, 2015.
-

II. Update on City Projects and Issues:

- A. Discussion and Review of Water Usage for the period of May 12, 2015 through May 24, 2015 2015.
 - B. Update on the Long Term Water Supply Project.
 - C. Update on the AMI Project.
 - D. Update on the RFP's for "Solid Waste Services" for the City of Bastrop.
 - E. Update on the on the "Quiet Zone Project".
 - F. Update on the Comprehensive Plan – "Selection of a Consultant".
 - G. Update on the work Accomplished in the Northern area of the City.
 - H. Update on the City Constructions Projects.
 - I. Update of the City Manager's Activities Regarding the Opera House.
 - J. Discussion and Review of the Farmers Market on Chestnut Street.
 - K. Enforcement of a "Vehicle Bumper Overhanging beyond the Stripe" in the Central Business District.
 - L. Update on the Critical Infrastructure Needs of the City of Bastrop and the Issuance of Certificate of Obligations.
 - M. Discussion and Review Regarding the Location on the West Bound Lane of "Old Austin Highway" the "Flashing Light for School Zones".
 - N. Update on the Legislation allowing the "Expenditures to Hotel/Motel Tax" for the Rodeo Arena".
 - O. Update on the "Texas Department of Transportation: S.H. 71/S.H. 95 Overpass Project.
 - P. Update on the FEMA Shelter Grant.
 - Q. XS Ranch – Proposed PID for Phase I
-

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 directed Council to Item I which laid out the direction he is planning to go on the Bastrop Opera House. Regarding Item P, CM Talbot informed the Council that the FEMA Grant had been approved and stated that it would be necessary, as part of the budget process, to discuss the Grant and plan for a direction to move forward. Ms. Gilleland asked CM Talbot if we had more than one idea for this FEMA Grant and should we have a special workshop meeting to discuss the Grant or should we do it in budget meetings. CM Talbot suggested either would work, which ever Council decides.

Ms. Garcia McAnally requested of the Mayor to include the Vision Task Force and its recommendation regarding Bastrop Tourism Marketing. The Task Force is ready to recommend to the Council ideas, plans and suggestions regarding the moment at hand and the path forward with respect to Bastrop Tourism. CM Talbot asked Ms. Garcia McAnally if she wanted this to be a new business item and she stated that she did. Mayor asked CM Talbot to take of this request.

Ms. Gilleland asked CM Talbot about Item J. CM Talbot stated that he included in his report a brief history of the Farmers Market and had hoped to create some thought process among the Council as he feels that the time has come where we need to establish what we really want to do with that property and where we want to go with it as it is a valuable piece of property. The Mayor stated that he and the CM would work on this. Ms. Gilleland stated that Ms. Susan Words report is not on his CM Report and she had hoped to see it by now. CM Talbot indicated that it should be ready for Council the third week of June.

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

A.1 Consideration, discussion and possible action on the SECOND READING for the **ADOPTION OF AN 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.**

A.2 Consideration, discussion and possible action regarding granting a variance to sell and allow consumption of alcoholic beverages during the Bastrop Homecoming and Rodeo Event at Mayfest Park July 28, 2015 through August 1, 2015 located at 25 American Legion Drive.

Mayor Kesselus read the caption of the Ordinance, SECOND READING Item A.1. Ms. Garcia McAnally moved to approve the Consent Agenda. Mr. Jackson seconded the motion. Motion passed unanimously.

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

C. OLD BUSINESS - NONE

D. NEW BUSINESS

D.1 (BNACCC) Bastrop's North Area Community Concerns Committee comes now to introduce all its members and to have a follow-up discussion about previously-stated concerns on which they seek feedback from the Council and City Manager regarding (1) covered school bus stops, (2) street lighting locations and density, and (3) space for a community center.

Pastor Nava addressed the Council regarding the above mentioned items. He was concerned that the students continue to stand in the rain while waiting for buses. He believes this is a problem city wide. He asked Council where the City stands on this item. CM Talbot responded to Pastor Nava and explained that the City had been working on one standard design because he feels sure that there will be additional requests for the shelters once they begin going up. We have also made contact with BISD for their input. However, we feel the other side of the street may be a better choice for the shelter to avoid children having to cross the street. The ideal location seems to be on either side of Linden. Pastor Nava stated that that would be fine and asked when the project would begin. CM Talbot stated hopefully within the next 2-3 weeks as the City still needs to meet with the Housing Authority. Ms. Gilleland asked if CM Talbot had a cost and felt that perhaps that should be a budget discussion. Mayor Kesselus stated that Bastrop Community Cares would also like to participate in this project. Pastor Nava also wanted to be involved in the project. CM Talbot explained that City Staff had plotted all of the street lights for the City. We inventoried the lights and found two that were broken and they have been replaced. Currently we are in the process of developing a street light policy for the Council to take into consideration. Pastor Nava also stated that the senior citizens who come to the soup kitchen have expressed the desire that CARTS provide weekend service questioned where the City stood on this issue. CM Talbot explained that a meeting with David Marsh, Director of CARTS for this region would be necessary since he sets the routes. CM Talbot stated that he did know that due to budget cuts some routes and schedules were reduced which caused the service days to go from 7 to 5 days per week. Pastor Nava introduced the Bastrop North Area Community Concerns Committee Members. Pastor Roland Nava, Gregory Cavanaugh, Eunice Trescott, Elvert Hunter, and Veronica Cooper. The Members addressed the Council with the same concerns as Pastor Nava. Pastor Nava politely explained that they will continue to come before the Council in hopes that it will help keep these issues up front and get addressed.

D.2 Consideration, discussion and possible action on approval of the Bastrop Economic Development Corporation 8th. Amended Bylaws.

Angela Ryan briefly explained the item. Mayor Kesselus asked Mr. Schiff, a Board Member for BEDC, if he wanted to say anything on this item. Mr. Schiff gave a more detailed explanation of the item relating to Mayor being chair or vice chair and the EDC Director having an approval for expenditures up to \$10,000.00. Mayor Kesselus informed the Council the Mayor Orr was here to speak to the Council on this issue. Mayor Orr addressed the Council and gave an overview of his thought process regarding the EDC Board while he was in office. He stated that he felt there should be a checks and balance system between the Council and the BEDC Board. At that time he did feel that someone other than the Mayor as Chairman would be the best decision. However, he feels that the item before the Council at this meeting, which is not providing the Mayor the opportunity to be the Chair or Vice Chair is an ill-founded idea. The Mayor is very much an integral part of that board. He stated he did not feel that the Council limiting the options

the Board has in this respect is good one. He urged the Council to leave the current policy in place. He stated that there may come a time when it is a really good idea for the Mayor to be the EDC Chair and believes leaving the policy in place is the best practice. Ms. Garcia McAnally thanked Mayor Orr for teaching her more than she could have ever hoped about democracy and how important the checks and balances system is. She asked the Mayor, if the entire Board of the EDC thought this was a good idea would you still be saying it should not be supported by Council. Discussion followed. Mayor Orr stated that each Board Member should vote their own head. Mayor Kesselus thanked Mayor Orr for speaking. Mayor Kesselus stated that when Ms. Crawford proposed this change to the EDC Board, she was not directing it to the current Mayor. Mayor Kesselus restated to the Council that he had no desire to be the chair or vice chair of the EDC but he did agree with Mayor Orr when speaking into the future and future Mayors. Ms. Gilleland stated that she feels the Mayor's service on the EDC Board is imperative and feels the words "Shall Serve" should remain in the bylaws, however, she does feel that being on the Board that person would still have the same vote as the Chair. She stated that if the BEDC Board is happy with this, than she is happy with it. Ms. Garcia McAnally concurred her feelings were the same as Ms. Gilleland. Mr. Schiff chose to abstain from participating in the discussion since he was currently on the BEDC Board. Mr. Jackson stated he felt all were making good points on this subject and liked what Mayor Orr had to say. He normally did not like to go against Board choices or recommendations however he feels that this one is a little tough for him.

Ms. Garcia McAnally moved to approve the Bastrop Economic Development Corporation 8th. Amended Bylaws and place on the next Consent Agenda. Ms. Gilleland seconded the motion. For – McAnally, Gilleland; Abstain – Schiff; Against – Jackson Motion Carried.

Mayor Kesselus requested the Ms. Ryan report that decision to the BEDC Board.

D.3 Consideration, discussion and possible action on approval of the FIRST READING of a Resolution of the City Council of the City of Bastrop approving Façade/Mega Grants for 711 Chestnut, 925 Main Street and 927 Main Street using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000.

Angela Ryan gave overview of update. Ms. Garcia McAnally moved to approve and placed on the Consent Agenda for next Council Meeting. Motion was seconded by Ms. Gilleland and approved unanimously.

D.4 Consideration, Discussion, Review And Possible Action Regarding The Lease Agreement Between The City Of Bastrop, Texas And The Bastrop Homecoming Committee, Inc., And The Proposed Amendment To Rescind, Revoke And Abrogate The Prior/Existing Lease Of Real Property By And Between The City Of Bastrop, Texas And Bastrop Homecoming Committee, Inc. And Consent For Future Limited Use Of The City Rodeo Arena Property.

Mayor Kesselus stated that the email included was from Ms. Tanya Mathison of the Homecoming Committee which stated that the Committee is happy to sign the Agreement and Mayor Kesselus asked that that correction be made. Mayor Kesselus gave a detailed overview of the contract between the Homecoming Committee and the City of Bastrop. He then asked Ms. Garcia McAnally to address the Council with some information she has learned about from the Texas Legislature regarding HOT Funding. She stated that some Cities are allowed to use HOT Funds to improve their sports facilities under certain circumstances. Bastrop did not meet the requirements. Ms. McAnally then went before the Hotel Association to see how that might be changed. Although the Hotel Association supported

the cities of Bastrop, Victoria and San Marcos, they did not support Bell County. If Bell County cannot be carved out of the bill then it will die and we can try again in two (2) years. If Bell County is removed and the bill moves forward and passes it would mean that we can use HOT Funds, while meeting requirements, to better our sports facilities including the Arena. She stated what a wonderful thing this would be for the City and asked all to keep their fingers crossed. Mayor Kesselus explained that he and CM Talbot worked with the Homecoming Committee and have come to an Agreement for the good of the community. He stated that he feels the City needs to move forward with taking over the Arena so that we can move forward with this beloved facility. He stated he hoped the Council would agree and give permission for the City Manager to move forward and sign this Agreement as the Homecoming Committee is also ready to sign the New Agreement. CM Talbot stated he wanted to clear up something that has been going around. People have asked why the City only had discussions with the Homecoming Committee. The reason is simply that the current Agreement is between the Homecoming Committee and the City of Bastrop. Ms. Gilleland stated that she agrees with what Mayor said and that she is in favor of the proposal however she pointed out that if the Legislation passes then the requirement would be to hold 10 rodeos per year and feels we will need to change this Section D, Article 3 that allows the Homecoming Committee to have access to the Arena 30 days before and 30 days after the Homecoming Event. So that basically would mean that no other rodeo events could be held for those 2 months which could possibly interfere with the City's ability to meet the requirements for the HOT Funding. She asked if the Homecoming Committee would be willing to accept the week before and the week after the Homecoming Event. Ms. Jane Sanders from the Homecoming Committee came to the podium and addressed the Council. She informed the Council that the Committee would be more than willing to work with Council to shorten the time frame in which Ms. Gilleland had concerns. She stated that a week before and the week after the Homecoming event would work. Ms. Garcia McNally thanked everyone for the great cooperation of working together on the New Agreement. She stated that she felt that different organizations who would be putting on different events should be allowed to take the profits by selling alcoholic beverages themselves. Ms. Sanders stated that as long as they have knowledge in advance, they had no problem letting someone else sell alcoholic beverages for their own events. Ms. McNally stated that she did not understand why Homecoming Committee would need prior knowledge since the City would be managing the Arena. CM Talbot explained that in the Agreement that has been approved by Council, there are two options. One is that Homecoming Committee would have first right of refusal on alcohol sales for a Non-Business event. They have demonstrated that they know how to make the sales work. They have the licenses and the knowledge to make it work. The second thing that if a company is a professional business and puts on a rodeo and could benefit from the sale of alcohol and would help pay for the event they would be allowed to sell as Homecoming Committee would defer to that organization. Discussion continued. Mrs. Sanders expressed her appreciation for all the City has done to help with this event for so long.

Michael Waxman, citizen, spoke to Council. Has lived in Bastrop for 20 years and is not a member of any board. Mr. Waxman provided his opinions with respect to the Arena and hoped the City would get with people who are involved with rodeo when making decisions about the arena. Ms. McNally asked Mr. Waxman if he thought there were things Council should be discussing now and she then called on Mr. Staton. Mayor Kesselus asked if any Council Member had anything to say at this point.

Doug Staton with Bastrop Family Rodeo Association spoke to Council. He began with a timeline between the Homecoming Committee and Bastrop Family Rodeo Association regarding the later taking over the maintenance of the Arena. During a meeting between the two groups and CM Talbot in February 2014, CM Talbot stated that an assumption of the lease would not be allowed. During this meeting CM Talbot stated that he would not even discuss a new lease until some of the most pressing repairs and maintenance were completed. The Bastrop Family Rodeo Association did complete

those repairs and maintained the Arena during the year of 2014 and then it appears that the Rodeo Association was just cut out of everything. The next thing we heard was that the City was going to take it over. He stated that at the time Rodeo Association felt like they were doing everything they thought was necessary to keep everyone happy. He is not sure what or when everything went wrong. He also informed the Council that the special event process was confusing and took way to long and if that's the case you are going to have problems with getting people to come and put on events here. Ms. Gilleland said several groups have expressed interest in the arena and perhaps Mayor Kesselus may want to think about a task force and if not a regular board perhaps at least a rodeo representative on the Parks Board. Mr. Schiff made reference to the long period of time covered in the new agreement. He would prefer a shorter term and language that if the Homecoming Committee is not the most effective entity that the City can find someone else. Mr. Schiff asked CM Talbot and City Attorney JC Brown if they felt that the City had adequate terms and conditions that provide for specific performance that if the performance is not met that the City would have a way out. Ms. Brown responded and discussion continued. Mr. Schiff felt an easy solution might be just putting a 5 year term on this contract right now and letting it go. Mr. Jackson stated he felt 10 years would be a better term. Mr. Schiff also feels like there should be language stating that if they do not fulfill their responsibilities that this lease could be terminated. There was discussion about a 90 day cancellation clause by either party. Mr. Schiff stated he would be fine with either of these choices but did have a problem with a 50 year agreement. Ms. Lori Chapan approached the Council. Ms. Chapan stated that their main concern was that no one would come up and say you can have your event but not at the hill. Discussion continued.

Mr. Schiff made the motion to approve the signing of this exact Agreement with a 5 year term, and upon approval from the Council, a 5 year option period and the 30 days before and after the Homecoming Event will be changed to 7 days before and 7 days after. Ms. Gilleland seconded the motion. Motion passed unanimously.

Mayor called 8 minute break at 8:54 PM. At 9:02 AM Mayor Kesselus called meeting back into session.

D.5 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of MICHELLE ADAMS, Place 7 Main Street Program Advisory Board. Dock Jackson moved to approve. Seconded by Ms. Gilleland. Motion passed unanimously.

D.6 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DICK SMITH, Place 6 Main Street Program Advisory Board Dock Jackson moved to approve. Seconded by Ms. Gilleland. Motion passed unanimously.

D.7 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of JEANETTE CONDRAY, Place 9 Main Street Program Advisory Board Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.8 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of BETTY RUCKER, Place 1 Parks Board/Public Tree Advisory Board Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.9 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of NANCY RABENSBURG, Place 4 Parks Board/Public Tree Advisory Board

Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.10 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of TODD McCLANAHAN (State Park Rep), Place 9 Parks Board/Public Tree Advisory Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.11 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of MATTHEW LASSEN, Place 1 Zoning Board of Adjustment/Municipal Sign Review Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.12 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of BLAS COY, Place 3. Zoning Board of Adjustment/Municipal Sign Review Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.13 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of HERB GOLDSMITH, Place 5, Zoning Board of Adjustment/Municipal Sign Review Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed with a vote of three (3) for with Ms. Gilleland abstaining.

D.14 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DANIEL DUCLOUX, Alternate #2, Zoning Board of Adjustment/Municipal Sign Review Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.15 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of ANDREW COY, Place 2, Bastrop Housing Authority. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.16 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of, WILLIE DELAROSA, Seat 2 Bastrop Economic Development Corp. Ms. Gilleland moved to approve. Seconded by Mr. Dock Jackson. Motion passed unanimously.

D.17 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of KRISTI KOCH, Seat 3, Bastrop Economic Development Corp. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.18 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of STEVE MILLS, Seat 5, Bastrop Economic Development Corp. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.19 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CAM CHAVEZ, Seat 6, Bastrop Economic Development Corp. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.20 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CARLOS LIRIANO, Seat 7, Bastrop Economic Development Corp. Mr. Jackson made the motion to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.21 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of BRUCE KANA, Place 2, Construction Standards Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.22 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of JIMMY CROUCH, Place 3, Construction Standards Board. Ms. Gilleland moved to approve. Seconded by Mr. Schiff. Motion passed unanimously.

D.23 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CHARLES SCHROEDER, Place 5, Construction Standards Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.24 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DIANNA ROSE, Alternate #1, Construction Standards Board. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.25 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DEBORAH JOHNSON, Seat 4, Bastrop Art In Public Places. Mr. Schiff moved to approve. Seconded by Ms. Gilleland. Motion passed unanimously.

D.26 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DESMAR WALKES, Seat 7, Bastrop Art in Public Places. Ms. Gilleland moved to approve. Seconded by Ms. Garcia McAnally. Motion passed unanimously.

D.27 Consideration, discussion and possible action regarding authorizing Bastrop Art in Public Places reimbursement to the artist whose artwork was vandalized.

Interim Chief Financial Officer Tracy Waldron gave overview of item. Mr. Schiff made the motion authorizing the reimbursement to the artist. Ms. Garcia McAnally seconded the motion. Motion passed unanimously.

E. EXECUTIVE SESSION - NONE

F. ADJOURNMENT

At 9:31 PM, Council Member Schiff made the motion to adjourn. Council Member Jackson seconded the motion. Motion carried unanimously.

APPROVED:

ATTEST:

Mayor Ken Kesselus

Interim City Secretary Traci Chavez

June 4, 2015

The Bastrop City Council met in a Special Council Meeting on Thursday, June 4, 2015 at 6:00 PM at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Ken Kesselus and Council Members Dock Jackson, Gary Schiff, Willie DeLaRosa and Kelly Gilleland. Kay Garcia McAnally was absent.

1. CALL TO ORDER

At 6:00 PM, Mayor Kesselus called the meeting to order with a Quorum being present.

2. EXECUTIVE SESSION

AT 6:01 PM THE BASTROP CITY COUNCIL ADJOURNED INTO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551, SECTIONS 551.071 (1)(a), 551.071(2) AND CONVENE INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

B.1 The Bastrop City Council will meet in closed/executive session pursuant to Texas Government Code, Chapter 551, sections 551.071(1)(a), 551.071(2), concerning: (1) Consultation with attorney

Concerning: potential and/ or contemplated litigation related to municipal water rights, hearing and LPGCD water permit, and (2) matters upon which the attorney has a duty and/or responsibility to report to the governmental body.

B.2 The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, Section 551.072, to deliberate concerning the purchase, exchange, lease, or value of real property.

3. AT 6:06 PM THE BASTROP CITY COUNCIL RECONVENED INTO OPEN SESSION TO DISCUSS, CONSIDER AND/OR TAKE ANY ACTIONS NECESSARY RELATED TO EXECUTIVE SESSIONS NOTES HEREIN, OR REGULAR AGENDA ITEMS, NOTED ABOVE, AND/OR RELATED ITEMS.

NO ACTION TAKEN

Mayor Kesselus informed the citizens that they would be allowed to speak to the Council. The Following people spoke before Council regarding the current situation regarding the City's XS Ranch pending water permit.

Ms. Aya Linenberger-Lueders, Don R., Anita Kay Linenberger, Christi Martinez, Robert Martinez, And Lila Knight. The general consensus of the citizens speaking were for the City of Bastrop to Enter into the most recent proposed settlement agreement with McCall Ranch.

4. EXECUTIVE SESSION

AT 6:36 PM THE BASTROP CITY COUNCIL ADJOURNED INTO EXECUTIVE
SESSION PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551, SECTIONS 551.071
(1)(a), 551.071(2) AND CONVENE INTO EXECUTIVE SESSION TO DISCUSS THE

FOLLOWING:

- B.1 The Bastrop City Council will meet in closed/executive session pursuant to Texas Government Code, Chapter 551, sections 551.071(1)(a), 551.071(2), concerning: (1) Consultation with attorney
Concerning: potential and/ or contemplated litigation related to municipal water rights, hearing and LPGCD water permit, and (2) matters upon which the attorney has a duty and/or responsibility to report to the governmental body.
- B.2 The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, Section 551.072, to deliberate concerning the purchase, exchange, lease, or value of real property.

5. AT 7:30 PM THE BASTROP CITY COUNCIL RECONVENED INTO OPEN SESSION TO DISCUSS, CONSIDER AND/OR TAKE ANY ACTIONS NECESSARY RELATED TO EXECUTIVE SESSIONS NOTES HEREIN, OR REGULAR AGENDA ITEMS, NOTED ABOVE, AND/OR RELATED ITEMS.

NO ACTION TAKEN

6. ADJOURN

AT 7:32 PM, Ms. Gilleland made the motion to adjourn. Motion was seconded by Mr. Schiff and carried unanimously.

APPROVED:

Ken Kesselus, Mayor

Traci Chavez, Interim City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Amending Plat of Tahatian Village, Unit 5, Block 24, Lots 5-1301, 5-1302, and 5-1303 located within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Yvonne Pritchard, Interim 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) _____

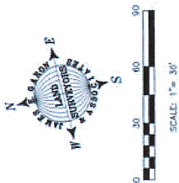
c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____



LEGEND

●	1/2" REBAR FOUND (NACRES NOTED)
○	1/2" REBAR SET W/ CAP
●	STAMPED AT GANON MNS 4353
●	POWER POLE
—	OVERHEAD ELECTRIC LINE
↑	DOWN DIRT
↑	UPPER DIRT

CONSERVATION SURVEYOR RELATED NOTES

Since no further fragmentation of potential Houston toad habitat occurs from this subdivision, it has no effect to the UPHCP.

According to the UPHCP, a subdivision plot recorded after October 1, 2003 that does not comply with the Conservation Subdivision Development Guidelines cannot be developed as a Conservation Subdivision. These lots do not result from the construction of single-family residences. These lots do not meet the requirements set forth in the Conservation Subdivision Guidelines, and thus cannot be developed as a Conservation Subdivision. As a result, any lots that do not comply with the UPHCP will be turned over to the Texas Fish and Wildlife Service for individual consideration.

[illegible]

THE 17th

[illegible][illegible]

**FARTIAN VILLAGE UNIT 6, BLOCK 24,
AMENDING PLAT OF LOTS 5-1301, 5-1302 AND 5-1303**

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

APRIL 28, 2015

[illegible]

ROTH WINDS
ASSISTANT TREASURER, NAVY FEDERAL CREDIT UNION
820 FOLLOM LANE
DENVER, VIRGINIA 22180

STATE OF VIRGINIA II
COUNTY OF FAIRFAX II

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS	COMMITTEE NAME OF NOTARY / EXPIRES

ADMINISTRATIVELY APPROVED AND ACCEPTED BY THE CITY OF GASTROP THIS
DAY OF _____, 2015,

APPROVED: _____

ATTEST: _____

APPENDIX:

MAYOR

CITY SECRETARY

STATE OF TEXAS H. 708

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

JAMES E. GARGON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
P.O. BOX 1917
DALLAS, TEXAS 75260
PH. 512-303-4185 FAX 512-321-2107
JAMES@GARGON.COM

UTILITY SERVICE PROVIDERS:
WATER SERVICE IS PROVIDED BY: BLASTROP COUNTY WATER CONTROL A
IMPROVEMENT DISTRICT NO. 2
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: BLASTROP ELECTRIC CO-OPERATIVE

STATE OF TEXAS ii
COUNTY OF BASTROP ii

TAHITI VILLAGE UNIT 6, BLOCK 24,
AMENDING PLAT OF LOTS 6-1301, 6-1302 AND 6-1303
AND TO SHOW DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS
AS SHOWN HEREON.

GENAS L. MCCOOL
246 LAMAR LANE
WASSTON, TEXAS 78002

JAGGELINE L. MCCOOL
246 LAMARCO LANE
SACRAMENTO TEXAS 75205

STATE OF TEXAS
COUNTY OF BASTROP

INFORMED ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DENNIS L. MCCOOL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGIVING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEN EXPRESSED.

 WHEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____

LEGATARY PUBLIC IN AND FOR
OF STATE OF TEXAS

PRINTED NAME OF NOTARY / EXEMPLES

STATE OF TEXAS ii
COUNTY OF BASTROP

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS PERSONALLY APPEARED JACQUELINE E. WOOD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

2015, A.D.

PRINTED NAME OF NOTARY / EXPRES

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Replat of Lot 1, J&T Hoover/W-2 Subdivision and Lot 2A and Amended Plat of the Morris Addition located within the city limits of Bastrop, Texas.**

2. Party Making Request: **Yvonne Pritchard, Interim 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: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Final Plats of The Colony MUD 1E, Section 2, Phase A and B located within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Yvonne Pritchard, Interim 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: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Final Plats of The Colony MUD 1D, Section 1, Phase A and B located within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Yvonne Pritchard, Interim 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: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF BASTROP, TEXAS, AMENDING ORDINANCE SECTION 1.02.002(d)(2) RELATED TO DATES FOR UNIFORM TRAINING FOR MEMBERS OF CITY BOARDS AND COMMISSIONS; PROVIDING A SEVERABILITY CLAUSE; 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 - 07

AN ORDINANCE OF THE
CITY COUNCIL OF BASTROP, TEXAS, AMENDING ORDINANCE SECTION
1.02.002(d)(2) RELATED TO DATES FOR UNIFORM TRAINING FOR MEMBERS OF
CITY BOARDS AND COMMISSIONS; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas, ("City"), is a Home Rule municipality incorporated and operating under the Laws of the State of Texas and, accordingly, it has been granted full legal authority to enact regulations to further the public health, safety and welfare, and

WHEREAS, pursuant to the authority noted above, the City Council has determined that, unless otherwise mandated by applicable State law, it is in the best interest of the City for its various boards, commissions, task forces, committees, and advisory bodies to have bi-annual access to training related to their attendance at meetings, duties on their specific boards and commissions, open government, ethics regulations and applicable city regulations and policies at times deems advantageous and appropriate by the City Manager.

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

Part 1. Sec. 1.02.002(d) "Uniform Training" shall be amended as follows:

(d) Uniform training.

(1) *(No Change)*

(2) The city shall conduct the above-referenced training sessions twice a year, at dates that the City Manager determines to be best for the various members of the City's Boards, Commissions and advisory bodies. Members are required to attend as quickly as possible after appointment, but in no event shall new appointment fail to attend within one year of their initial appointment.. In addition, all Board members are required to complete online Open Government training (open meetings and public information) within thirty (30) days of appointment. The city staff member or Department Director assigned as the City's liaison to each body is responsible for notifying the City Manager if any member has failed to attend the required training within a year of the member's appointment and/or to complete the State's required online training within thirty (30) days of appointment. The City Manager will report, periodically to the Council concerning the status of Board training and attendance by members at

same. Members who have failed to attend the City training or to obtain the online open government training required by State law, within the time frames set forth herein, shall be suspended from service on their appointed boards and commissions until such time as they demonstrate to the City Secretary that all required training has been successfully completed.

Part 2: All other provisions of the City's Code or Ordinances shall remain in full force and effect.

Part 3 : This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bastrop, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are superseded.

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

Part 5 : The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Bastrop.

PASSED AND APPROVED ON FIRST READING ON THIS 9th DAY OF JUNE 2015.

PASSED AND APPROVED ON SECOND READING ON THE 23RD DAY OF JUNE, 2015.

APPROVED:

ATTEST:

Mayor Ken Kesselus

Traci Chavez, Interim City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown.
City Attorney

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Bastrop Village West (MUD) Phase 1, Section 2 Preliminary Plat (37 residential lots) located west of Highway 20 and south of Highway 71 West being approximately 7.116 acres out of the Nancy Blakey Survey, Abstract No. 98 within the City of Bastrop, Texas 1 mile Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Yvonne Pritchard, Interim 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: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request for the Bastrop Village West (MUD) Phase 1, Section 1 Preliminary Plat (42 residential lots) located west of Highway 20 and south of Highway 71 West being approximately 10.718 acres out of the Nancy Blakey Survey, Abstract No. 98 within the City of Bastrop, Texas 1 mile Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Yvonne Pritchard, Interim 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: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **CONDUCT A PUBLIC HEARING** to receive citizens input on the Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2, being +/- 0.856 acres within the city limits of Bastrop, Texas.

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

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

4. Policy Implication: _____

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

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs:

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

a) _____

b) _____

8. Staff Recommendation:

Staff recommends approval of the requested Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2.

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:

June 23, 2015

Project Description:

Public Hearing, discussion, consideration and possible action to approve the Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2, being +/-0.856 acres within the city limits of Bastrop, Texas.

Item Summary:

Owner: Walmart Real Estate Business Trust
Applicant: Walmart Real Estate Business Trust
Location: Located in the City Limits
Utilities: City water, sewer and Bluebonnet Electric
Zoning: C2, Commercial-2

Background:

This property is located in the Bastrop West Commercial, Section 2 Subdivision, also known as the Walmart Subdivision, that was platted in 1994 and consisted of five commercial lots being approximately 39.87 acres. The property is being subdivided to create an additional commercial lot west of the Walmart Store. The replatted lot consists of +/-0.856 acres (37,264 square feet) and has frontage on Agnes Street.

Basis of Support:

Staff supports the Replat of Lot 1 within the Bastrop West Commercial Subdivision. The replat was reviewed by the City Engineer and City Staff and appears to meet the City of Bastrop subdivision requirements for a lot zoned C2, Commercial-2 and no variances are being requested.

Special Considerations: None.

Comments: Six (6) surrounding property owner notifications were mailed June 8, 2015. No response from surrounding property owners has been received.

Staff Recommendation:

Staff recommends approval of the requested Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2, being +/-0.856 acres within the city limits of Bastrop, Texas.

City Contact:

Yvonne Pritchard, Interim Director Planning and Development Department
Wesley Brandon, PE, City Engineer

Attachments:

Location Map and replat



June 2015

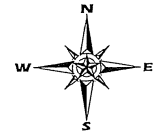
Wal-Mart Replat Store #1042
Resubdivision of a Portion of Lot 1,
Bastrop West Commercial, Section 2

 - Replat Site

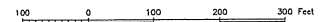


WAL-MART REPLAT STORE # 1042 THE RESUBDIVISION OF A PORTION OF LOT 1, BASTROP WEST COMMERCIAL, SECTION 2

STATE HIGHWAY NO. 71
(300' PUBLIC ROW.)



SCALE: 1" = 100'



LEGEND

- U.E. - UTILITY EASEMENT
- () - RECORD INFORMATION
- ⊙ - CONTROL MONUMENT

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	13358.71'	00°48'38"	56.52'	S 87°0'53" E	56.52'
C2	5358.71'	00°48'38"	77.38'	S 70°31'53" E	77.38'

SUN DEVELOPMENT, INC.
TRACT 2 - CALLED 0.0007 ACRE OUT
OF THE NANCY BLAKEY SURVEY, A-98
(VOLUME 578, PAGE 725, B.C.D.R.)

TRI VAN HOO AND MUOI TRAN HOO
CALLED 0.888 ACRE
(VOLUME 603, PAGE 307, B.C.D.R.)

TRI VAN HOO AND MUOI TRAN HOO
CALLED 0.888 ACRE OUT OF THE
NANCY BLAKEY SURVEY, A-98
(VOLUME 1243, PAGE 287, B.C.D.R.)

CITY OF BASTROP
CALLED 19,481 550. FT.
(VOLUME 754, PAGE 537, B.C.D.R.)

JAYAVENKAT, LTD.
CALLED 1.488 ACRE OUT OF THE NANCY
BLAKEY SURVEY, A-98
(VOLUME 1809, PAGE 478, B.C.D.R.)

JAYAVENKAT, LTD.
CALLED 0.848 ACRE OUT OF THE NANCY
BLAKEY SURVEY, A-98
(VOLUME 1809, PAGE 474, B.C.D.R.)

SHEET 1 OF 2

Windrose
Services

4120 Commercial Center Dr.
Suite 302
Austin, Texas 78744

**Land
Austin**

Telephone: (512) 328-2100
Fax: (512) 328-2770
e-mail: info@landaustin.com
www.land-austin.com

**WAL-MART REPLAT STORE # 1042
THE RESUBDIVISION OF A PORTION OF LOT 1,
BASTROP WEST COMMERCIAL, SECTION 2**

STATE OF TEXAS |
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP |

I, Wal-Mart Real Estate Business Trust, owner of Lot 1 of Bastrop West Commercial, Section 2, recorded in Cabinet 2, Page 377B, Bastrop County Plat Records, on conveyed in Volume 187, Page 522, Bastrop County Official Records, acting by and through its Senior Director, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Bastrop the streets, alleys, right-of-way, easements and public places shown hereon for such public purposes as the City of Bastrop may deem appropriate. This subdivision is to be known as "WAL-MART REPLAT STORE # 1042 THE RESUBDIVISION OF A PORTION OF LOT 1, BASTROP WEST COMMERCIAL, SECTION 2".

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2015,

Wal-Mart Real Estate Business Trust
a Delaware business trust

By: _____,
Senior Director

Attest: _____,
Witness

STATE OF TEXAS |
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP |

Before me, the undersigned authority, on this day personally appeared _____, 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 consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20____.

Notary Public in and for the State of Texas
My Commission expires on: _____

STATE OF TEXAS |
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP |

That I, Michael Turner do hereby certify that I prepare this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

RELEASED: 6/1/15 FOR REVIEW

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
MICHAEL TURNER DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6441
WINDROSE LAND SERVICES AUSTIN LTD.
4120 COMMERCIAL CENTER DRIVE, SUITE 300
AUSTIN, TEXAS 78744
PHONE: 512-326-2100
FAX: 512-326-2770
FIRM REGISTRATION NO. 10104040

STATE OF TEXAS |
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP |

APPROVED THIS ____ DAY OF _____, 20____ BY THE COUNCIL OF THE CITY
OF BASTROP, TEXAS.

APPROVED:

MAYOR CITY SECRETARY
CITY OF BASTROP, TEXAS CITY OF BASTROP, TEXAS

STATE OF TEXAS |
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP |

I, ROSE PIETSCH, 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 _____, 20____ A.D. AT _____ O'CLOCK ____ P.M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. ____ OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE ____ DAY OF _____, 20____ A.D.

_____, COUNTY CLERK, BASTROP COUNTY, TEXAS.

By: _____
DEPUTY

JOB NO: 26798

STANDARD PLAT NOTES

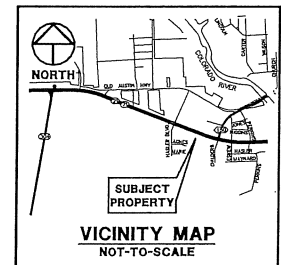
1. All restrictions and notes from the previous existing subdivision, Bastrop West Commercial, Section 2, recorded in Cabinet 2, Page 377B, plat records, Bastrop County, Texas, shall apply to this plat.
2. All easements of record as indicated on the most recent title run (dated: January 14, 2013, conducted by Fidelity National Title Insurance Company) for this property are shown on this Plat.
3. All subdivision permits shall conform to the City of Bastrop Code of Ordinances, construction standards, and generally accepted engineering practices.
4. 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.
5. Prior to construction of any improvements on lots in this subdivision, building permits will be obtained from the City of Bastrop.
6. Site Development Construction Plans shall be reviewed and accepted by the City of Bastrop prior to any multi-family or non-residential construction. (City Limits Only)
7. Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.
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 vocation or re-plating may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
9. Water service is provided by the City of Bastrop.
10. Wastewater service is provided by the City of Bastrop.
11. Electric service is provided by Blackboard Cooperative.
12. No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater collection facilities.
13. Wastewater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality).
14. Approved under Ordinance No. 2011-21 regarding impact fee assessment to be collected prior to building permit issuance.
15. Developer shall be solely responsible for all relocation and modifications to existing utilities.
16. No portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # 480022 for Bastrop Co., effective January 19, 2004 Community # 0355 E and is on Zone X (unshaded).
17. On-site storm water detention facilities will be provided to reduce post-development peak rates of discharge of the 5, 10, 25, 50 and 100-year storm events.
18. Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site water, wastewater and drainage improvements.
19. As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street ROW on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each side lot line.
20. Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by governmental authorities.
21. No buildings, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.
22. All easements on private property shall be maintained by the property owner or his or her assigns.
23. 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.
24. The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection for electric utility work required to provide electric service to this project.
25. Building setbacks not shown shall be in accordance with City of Bastrop Zoning Ordinance. (City limits only)
26. Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.
27. All signs shall comply with the Bastrop Sign Ordinance.
28. No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/file registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TAB).
29. 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 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.
30. Double Benchmark Square Cut Found on southeast corner of headwall for box culvert at the southwest corner of Lot 1 A. Elevation of 363.00'.

LEGEND

U.E. - UTILITY EASEMENT
() - RECORD INFORMATION
© - CONTROL, VOLUMINE

GENERAL NOTES:

- 1) THIS PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF BASTROP, TEXAS.
- 2) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.I.A. FIRM MAP NUMBER 480022 0355 E, EFFECTIVE DATE OF JANUARY 19, 2004, AS SHOWN HEREON.
- 3) THIS RESUB PLAT IS DESIGNED TO CREATE LOT 18 FOR FURTHER COMMERCIAL DEVELOPMENT.
- 4) BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF BASTROP ZONING ORDINANCE.
- 5) ZONING CLASSIFICATION C2, COMMERCIAL-2.



**Windrose
Services**

**Land
Austin**

4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744

Telephone: (512) 326-2100
Fax: (512) 326-2770
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SHEET 2 OF 2

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Consideration, discussion and possible action on a request for the Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2, being +/- 0.856 acres 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 Walmart Replat Store #1042, the Resubdivision of a Portion of Lot 1, Bastrop West Commercial, Section 2, being +/-0.856 acres within the city limits of Bastrop, Texas.

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

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Consideration, discussion and possible action approving a contract between The City Of Bastrop and Progressive Waste Solutions For “Solid Waste And Recycling Services For The City Of Bastrop”

2. Party Making Request: City Manager Michael 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:

SOLID WASTE AND RECYCLING SERVICES CONTRACT

This Solid Waste and Recycling Services Contract ("Contract") is entered into as of the _____ day of _____, 2015 ("Effective Date"), between the City of Bastrop, Texas ("City"), acting by and through its duly authorized City Manager, and Progressive Waste Solutions of TX, Inc. ("Contractor"), a Texas Corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City issued an Request for Proposals for Solid Waste and Recycling Services ("the RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP on or before April 30, 2015; and,

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and,

WHEREAS, City has the power to execute this Contract; and,

WHEREAS, Contractor has the power to execute this Contract: and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

1. DEFINITIONS:

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which shall be collected within the City pursuant to this Contract. Acceptable Solid Waste shall include Yard Trimmings.

1.2. **Applicable Law:** Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental

body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

- 1.3. **Bag:** Bag shall mean non-dissolvable plastic sack, Kraft bag or other sack with a capacity of up to approximately thirty five (35) gallons designed or intended to store the contents with sufficient wall strength to maintain physical integrity when lifted by the top. Solid Waste shall be stored in a non-dissolvable sack. Total weight of a Bag and its contents shall not exceed fifty (50) pounds.
- 1.4. **Brush:** Brush shall mean Yard Trimmings exceeding two inches (2") in diameter each but not larger than six inches (6") in diameter or longer than four feet (4') in length. Brush does not need to be in Bags or Bundles.
- 1.5. **Bulk Waste:** Bulk Waste shall mean (i) Acceptable Solid Waste composed of materials not easily contained in a Bag such as, but not limited to Brush, White Goods, furniture, mattresses and box springs, carpet and rugs, lawn equipment (drained of oil and gas), large toys (playhouses, swing sets, bicycles, etc.), large electronics, large appliances, large scrap metal, and other oversized Acceptable Solid Waste and (ii) Yard Trimmings in Bags or Bundles.
- 1.6. **Bundle:** Bundle shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or forty (40) lbs. in weight.
- 1.7. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Contract.
- 1.8. **Cart:** Cart shall mean a receptacle purchased by the Contractor, equipped with wheels, a lift bar, and lid, with a capacity of approximately ninety-six (96) gallons or sixty-four (64) gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) or semi-automated truck tipper (ANSI Z245.60 Type B), purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.9. **Citizen Collection Station:** Collection Station shall mean any site designated by the City for drop-off of Acceptable Solid Waste. The City shall have the sole authority to add or eliminate Citizen Collection Stations.
- 1.10. **City Facility:** City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive Solid Waste Service and/or Recycling Services and/or other services via this Contract. The City has the sole authority to add or eliminate City Facilities.
- 1.11. **Collect or Collection:** Collect or Collection shall mean the act of removing Acceptable Solid Waste or Bulk Waste for transport to a Disposal Site or the act of

removing Program Recyclable Materials for transport to a Processing Facility.

- 1.12. **Contract:** Contract shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.
- 1.13. **Contract Year:** Contract Year shall mean the period beginning September 1st of each year and ending on August 31st of the subsequent year for the term of the Contract.
- 1.14. **Commencement Date:** Commencement Date shall mean September 1, 2015, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Contract.
- 1.15. **Commercial Cart Service Unit:** Commercial Cart Service Unit shall mean a Commercial Service Unit which receives Solid Waste collection via Cart.
- 1.16. **Commercial Container:** Commercial Container shall mean Dumpsters and Roll-offs.
- 1.17. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units and City Facilities within the corporate limits of the City.
- 1.18. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.19. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.20. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.
- 1.21. **Contractor's Representative:** Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf.
- 1.22. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste and Recyclable Materials from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.
- 1.23. **Customer:** Customer shall mean (i) the City or (ii) owner or tenant of a

Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Contract.

- 1.24. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.
- 1.25. **Disposal Site:** Disposal Site shall mean a Landfill or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.26. **Dumpster:** Dumpster shall mean a metal receptacle with a tight fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed to be lifted and emptied mechanically into a Collection vehicle. Dumpsters shall be for use only at Commercial Service Units. Contractor shall provide Dumpsters to Customers.
- 1.27. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.
- 1.28. **Effective Date:** Effective Date shall mean the date set forth in the first sentence of this Contract.
- 1.29. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.30. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.31. **Hazardous Waste:** Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.32. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 1.33. **Marketing:** Marketing shall mean identification and development of markets for

Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to markets.

- 1.34. **May:** Something that is not mandatory but permissible.
- 1.35. **Medical Waste:** Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.36. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste Collection via Dumpster or Roll-offs.
- 1.37. **Party:** Party shall mean Contractor or City.
- 1.38. **Process or Processed or Processing:** Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets.
- 1.39. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials. The Processing Facility shall be selected by Contractor.
- 1.40. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.41. **Program Recyclable Materials:** Program Recyclable Materials shall include, at a minimum the following Recyclable Materials:
- a) **Paper:** Any corrugated cardboard and boxboard containers, food boxes (such as dry food boxes and frozen food boxes), soda and beverage boxes and carriers, shoe boxes, newspaper including slick paper inserts, magazines, catalogs, telephone books, wrapping paper, sticky notes, paperback books, paper bags, Kraft paper, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser

printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, paper envelopes, facsimile paper, manila folders), and other Recyclable Materials of a similar nature.

- b) **Plastic:** Any plastic containers #1 through #7 such as bottles, cups, jugs, jars, tubs, bowls, plastic eating utensils, other rigid plastics (such as buckets, baskets, carriers, crates, rigid plastic toys, laundry baskets, lawn furniture, pots and trays, dish drainers, trash cans, etc.), and other Recyclable Materials of a similar nature. Excludes plastic bags and expanded polystyrene.
- c) **Aluminum and Other Metal:** Any metal beverage container, food can, durable baking tins, empty aerosol cans, metal or bi-metal container, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids.
- d) **Glass:** Any glass bottles, jars, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids. Excludes window glass, porcelain, china, ceramics, and light bulbs.

1.42. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials which have been Processed to market specifications.

1.43. **Recyclable Material:** Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.

1.44. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

1.45. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.

1.46. **Refuse:** Refuse shall mean Rubbish.

1.47. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power

services are being supplied thereto.

- 1.48. **Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10) intended for high-volume generation of Solid Waste, including but not limited to Construction and Demolition Debris, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.
- 1.49. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.50. **Rubbish:** Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.51. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 1.52. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
- 1.53. **Shall:** Something that is mandatory and not merely discretionary.
- 1.54. **Single Stream:** Single Stream shall mean commingled Recyclable Material and not required to be sorted by the Customer prior to Collection.
- 1.55. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or

geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).

- 1.56. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste.
- 1.57. **Special Event:** Special Event shall mean events sponsored or co-sponsored by the City.
- 1.58. **Special Waste:** Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, Processed, or Disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are: (A) hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to Household Materials Which Could Be Classified as Hazardous Wastes); (B) Class 1 industrial nonhazardous waste; (C) untreated medical waste; (D) municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges; (E) septic tank pumpings; (F) grease and grit trap wastes; (G) wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f); (H) slaughterhouse wastes; (I) dead animals; (J) drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste; (K) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers; (L) discarded materials containing asbestos; (M) incinerator ash; (N) soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices); (O) used oil; (P) waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter; (Q) waste generated outside the boundaries of Texas that contains: (i) any industrial waste; (ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or (iii) any item listed as a special waste in this paragraph; (R) lead acid storage batteries; and (S) used-oil filters from internal combustion engines.

- 1.59. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Contract.
- 1.60. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.61. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Hazardous Waste (except waste Contractor is authorized to Collect and Dispose), Special Waste (except from the City Waste Treatment Plant or as otherwise provided herein), manure (except for incidental quantities), untreated Medical Waste, dead animals (except dead animals intended for human consumption), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.62. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.63. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.

2. **GRANT OF FRANCHISE AND PROHIBITED SERVICES:**

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- (a) Collection of Disposal of Acceptable Solid Waste for Residential Service Units excluding Collection via Roll-offs of less than twenty (20) cubic yards;
- (b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- (c) Collection and Disposal of Acceptable Solid Waste for Commercial Service Units;
- (d) Collection and Disposal of Acceptable Solid Waste for City Facilities; and
- (e) Collection and Processing of Program Recyclable Materials for City Facilities.

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units via Roll-offs of less than twenty (20) cubic yards; and
- (b) Collection and Processing of Program Recyclable Materials for Commercial

Service Units.

Contractor is hereby prohibited for the term of this Contract, as defined in Section 3 unless sooner terminated, is prohibited within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Customers which City currently offers such services.

Exhibit 1 identifies the scope and types of services that the Contractor will attempt to subcontract with Lone Star Waste. If the Contractor is unable to negotiate a mutually agreeable subcontract agreement with Lone Star Waste for these services, then the Contractor will perform these services to the City or propose the possible use of an alternate subcontractor. However, the use of a subcontractor to perform all or some of these services identified on Exhibit 1, other than Lone Star Waste, shall require prior written approval from the City.

3. TERM:

3.1. **Initial Term:** Unless sooner terminated in accordance with the Contract, the initial term of this Contract shall commence September 1, 2015 at 12:00 AM, Central Time, ("Commencement Date") and shall continue in effect until August 31, 2022 at 11:59 PM, Central Time.

3.2. **Optional Renewal Terms:** City may renew this Contract for up to three (3) additional one (1) year optional renewal terms. Contractor shall provide notice to the City twelve (12) months preceding the scheduled date of expiration of the expiration of the initial term or the then current optional renewal term of this Contract. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Contract.

4. RESIDENTIAL SERVICE UNIT COLLECTION:

4.1. **Acceptable Solid Waste Collection:** Contractor shall Collect, once per week on a Scheduled Collection Day from Monday through Thursday, from each Residential Service Unit all Acceptable Solid Waste contained in one Acceptable Solid Waste

Carts. Upon the receipt of a written work order from the Contract Administrator for collection of additional Acceptable Solid Waste Cart(s) in excess of the one (1) Acceptable Solid Waste Cart from a Residential Service Unit, Contractor shall Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Acceptable Solid Waste Cart, the quantity of additional Acceptable Solid Waste Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Acceptable Solid Waste Cart(s) for the respective Residential Service Unit.

- 4.2. **Program Recyclable Materials Collection:** Contractor shall Collect, once per every other week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit's Recycling Cart per Scheduled Collection Day. Upon the receipt of a written work order from the Contract Administrator for collection of additional Recycling Cart(s) in excess of the one (1) Recycling Cart from a Residential Service Unit, Contractor shall Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Recycling Cart, the quantity of additional Recycling Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Recycling Cart(s) for the respective Residential Service Unit.
- 4.3. **Bulk Waste Collection:** Contractor shall Collect, once per week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit, from each Residential Service Unit (i) all Yard Trimmings and (ii) the greater of one item or maximum of four (4) cubic yards of other Bulk Waste. Contractor shall not be required to Collect more than one (1) cubic yard of Construction and Demolition Debris per Residential Service Unit per seven (7) calendar days commencing on the initial Scheduled Collection Day such materials were Set-out.

If Contractor does not Collect all Bulk Waste Set-out by a Residential Service Unit, Contractor shall (i) leave a Bulk Waste Collection Notice and (ii) Collect the remaining Bulk Waste, excluding Construction and Demolition Debris in excess of one (1) cubic yard, on or before the next Scheduled Collection Day for such Residential Unit.

If Customer sets out Brush in a manner that can be separated by reasonable means from other Bulk Waste, Contractor shall Collect such Brush separately from other Bulk Waste. Contractor shall divert all Brush that is Collected separately from other Bulk Waste. Contractor shall prioritize the diversion of separately Collected Brush first for mulch and compost and second for other uses (e.g., civil engineering applications, alternative daily cover) intended to divert the material from Disposal in a Landfill.

- 4.4. **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor shall provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

5. **COMMERCIAL SERVICE UNIT COLLECTION:**

- 5.1. **Acceptable Solid Waste Collection:** The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to designate the service level.

- a) Commercial Cart Service Unit: Contractor shall Collect from each Commercial Cart Service Unit, all Acceptable Solid Waste contained in Acceptable Solid Waste Carts. Contractor and Customer shall mutually decide on the number and location of Carts. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- b) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Dumpsters per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- c) Commercial Service Units Roll-off Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

- 5.2. **Program Recyclable Material Collection:** Upon Request of a Commercial Service Unit, including but not limited to Multi-family Property, Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in Recycling Commercial Containers. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6. **CITY SERVICES**

- 6.1. **No Cost City Services.** The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section. The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to

designate the service level.

- a) **City Facilities Solid Waste Collection:** For all City Facilities excluding City Waste Treatment Plant and Citizens Collection Station, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- b) **City Facilities Program Recyclable Material Collection:** For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- c) **City Yard Trimming Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Yard Trimmings in a Roll-off for use by the City. Customer shall solely decide on the size and location of the Roll-off. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.
- d) **City Clean-up Events Solid Waste Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs at two City Clean-up Events. Each City Clean-up Events shall be for up to seven (7) consecutive calendar days. For each City Clean-up Event, Contractor shall provide unlimited Collection for ten (10) Roll-offs of forty (40) cubic yards. Customer shall solely decide on the location of Roll-offs. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.

6.2. **Other City Services.** Upon request of the Contract Administrator, the Contractor shall provide City Services at the reduced rate schedule as reflected in Exhibit 2 for the following City Services.

- a) City Waste Treatment Plant Solid Waste Collection (including, but not limited to sludge);
- b) Citizens Collection Station Solid Waste and Bulk Waste Collection;
- c) Special Events Solid Waste and Program Recyclable Materials Collection;
- And,
- d) City Code Enforcement activities Solid Waste Collection.

Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually

decide on the frequency of Collection and Scheduled Collection Days.

7. **EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:**

The Contractor shall Collect all Acceptable Solid Waste, including excess Bags, from each Residential Service Unit for the following days:

- a) first Collection following a holiday as defined by Section 17.2;
- b) first Collection following a move-out or move-in; and
- c) Monday of last full week in December to Saturday of first full week in January.

8. **COLLECTION LOCATIONS:**

8.1. **Residential Service Unit Collection:** Contractor shall Collect Solid Waste, Program Recyclable Materials, and Bulk Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for special service. Curbside shall not be located in an alley for Bulk Waste Collection. For Residential Service Units that qualify for special service, Contractor shall Collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator. For special service, Contractor's employees shall not be required to enter any gated areas for Collection of Solid Waste and Program Recyclable Materials. The Contract Administrator shall determine who qualifies for special service. Contractor shall return Carts to approximately original location.

8.2. **Commercial Service Unit Collection:** The Commercial Container shall be located at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

9. **DISPOSAL AND PROCESSING SERVICES:**

9.1. **Disposal of Contractor Collected Materials.** Excluding Roll-off, Contractor agrees that the then-current rate schedule as reflected in Exhibit 2 includes the costs for Disposal of Acceptable Solid Waste Collected by Contractor. Disposal of material Collected via Roll-off from Customers other than the City shall be in accordance with the then current Disposal Fee as reflected in Table 7.8 in Exhibit 2. Unless explicitly authorized in this Contract, Contractor agrees Contractor shall be solely responsible for the costs for Disposal of Acceptable Solid Waste, including but not limited to Bulk Waste, Collected from City Services by Contractor.

9.2. **Processing of Contractor Collected Materials.** Customers may Set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit 2 includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable

Materials, Collected by Contractor. Contractor agrees Contractor shall be solely responsible for the costs for Processing of Program Recyclable Materials Collected from City Services by Contractor.

- 9.3. **Disposal and Processing Capacity:** Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City's needs.

10. **DISPOSAL AND PROCESSING LOCATIONS:**

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Texas Commission of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Acceptable Solid Waste to a Disposal Site; and,
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials.

Contractor shall ensure locations operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall ensure locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall ensure locations weigh, record, and tabulate materials from the City and other generators separately. Contractor shall ensure locations test the scales as required by Applicable Law. At a minimum, Contractor shall ensure locations test the scales every twelve (12) months. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in termination by City of this Contract with Contractor.

11. **PROCESSING REQUIREMENTS:**

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination. In addition, Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in at City's option in administrative charges and/or termination by City of this Contract.

12. **ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS:**

City reserves the right to add other Recyclable Materials to the program if (i) Processing Facility Processing Program Recyclable Materials Collected via this Contract accepts such

material, (ii) Processing Facility Processing Program Recyclable Materials Collected from the City of Austin accepts such material, or (iii) the Parties agree it is economically and technically feasible. In addition, City reserves the right to delete Recyclable Materials from the program if the Parties agree it is economically and technically prohibited.

Parties agree that no increase in fees shall be allowed for the addition of other Recyclable Materials to the program due to the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material. Addition or deletion of Program Recyclable Materials for reasons other than the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material, an increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule by an amendment to this Contract.

13. COMMINGLING OF MATERIALS PROHIBITED:

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle (i) Program Recyclable Materials set out for Recycling Collection with Solid Waste or other material or (ii) Brush Collected separately with Solid Waste or other material. Commingling of materials in violation of this section of the Contract is a breach of this Contract and may result at City's option in administrative charges and/or termination by City of this Contract.

14. DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED:

Contractor shall not Dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will Dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Contract and may result in administrative charges and/or termination by City of this Contract with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result at City's option in administrative charges and/or termination by City of this Contract.

15. INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:

15.1. Contractor's Right to Inspect Set-Outs: Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Contract.

15.2. Unacceptable Set-outs: Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- (a) A Set-out exceeds the Set-out limits as established in this Contract; or
- (b) A Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-Recyclable Materials by weight.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- (a) Collect the portion of the Set-out that is properly Set-out; and
- (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unacceptable Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Central Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject to administrative charges as set forth in this Contract.

16. **RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:**

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of thirty (30) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the route without Contract Administrator's approval.

17. **HOURS OF OPERATION AND HOLIDAYS:**

17.1. **Hours of Operation:** Contractor shall provide Collection to Residential Service Units from Monday through Thursday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time except that such Collections for schools may begin sooner if authorized by the Contract Administrator. Contractor shall provide Collection for schools as directed by the Contract Administrator. Collection from other Customers shall begin no earlier than 6:00 AM, Central Time. Collections from any Customer and shall not extend beyond 7:00 PM, Central Time without approval from Contract Administrator. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and Contract Administrator. Contractor Administrator reserves the right to restrict the hours of operation based on complaints.

17.2. **Holidays:** The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Thursday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall

perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next calendar day after the holiday.

18. DAMAGE TO PROPERTY:

Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor, excluding wear and tear through provision of routine Collection services. Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Contract.

19. COMPLAINTS AND OFFICE:

19.1. Complaints: Customer complaints shall be directed to City, and City shall notify Contractor via email of such complaints. Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

19.2. Local Office: Contractor shall maintain an office within seventy (70) street miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

20. **EQUIPMENT AND CONTRACTOR'S REPRESENTATIVE:**

20.1. **Recycling Carts for Residential Service Units:** Contractor shall, at its sole cost and expense, agrees to purchase all new Carts necessary to adequately, efficiently, and properly provide the services to Customers in accordance with this Contract. Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:

- (a) Approximate capacity of 64 or 96 gallons;
- (b) Uniform color to be determined by City for Acceptable Solid Waste Carts
- (c) Uniform color to be determined by City for Recycling Carts
- (d) Contractor logo or other information;
- (e) Full-color in-mold label (as approved by Contract Administrator) of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches, on Recycling Cart;
- (f) Comply with ANSI Standards; Lift bar (replaceable if damaged); and
- (g) Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator. Contractor shall, at its sole cost and expense, assemble and distribute 96 gallon Cart(s) to each Customer prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator. Upon the written work order from the Contract Administrator, Contractor shall exchange the 96 gallon Cart for a 64 gallon Cart for Customers identified in the Work Order within two (2) Business Day(s) of issuance of the Work Order by the Contract Administrator to the Contractor.

For Carts delivered by Contractor, Contractor shall attach a Program Introduction Notice to one Cart prior to delivery to Residential Service Unit

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, and replacement, including replacement of damaged, lost, or stolen Carts. Contractor shall provide a monthly report to Contract Administrator detailing the Carts delivered and maintenance provided to Carts and provide a monthly report to Contract Administrator for the term of the Contract.

Upon the request of a Customer, Contractor shall deliver, at Contractor's sole cost, (i) an additional 95 gallon Cart or (ii) swap out the Recycling Cart for a different size Cart that meets requirements of this Contract.

All Carts in the possession of Residential Service Units upon the expiration or termination of this Contract may, at no cost to the City or Customers, become the property of the City, at the City's sole discretion.

- 20.2. **Other Equipment:** Contractor, at its sole cost and expense, agrees to furnish all equipment, excluding equipment explicitly stated in this Contract to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Contract.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials.

For Roll-off Collection, Contractor shall provide Collection using vehicles equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a clean, professional, and well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles must be equipped with back-up cameras and spill kits for oil and hydraulic fluids. In addition, all Collection vehicles shall be less than eight (8) years old and clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition and are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

City may inspect Contractor's equipment at any time to insure compliance with this Contract. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose. Contractor shall, upon notification from the City, sanitize or repaint equipment that is unsightly.

- 20.3. **Contractor's Representative:** Contractor shall provide a Contractor's Representative that is qualified, competent and reliable and authorized to be in charge of operations under this Contract and to make decisions and act on behalf of the Contractor. Contractor shall provide Contract Administrator with twenty-four (24) hour access to Contractor's Representative via a non-toll call from City. Contractor shall not change the Contractor's Representative from the Effective Date till after ninety (90) calendars after the Commencement Date without request of Contract Administrator or written approval of Contract Administrator. Contractor

shall notify City within forty-eight (48) hours of Contractor's knowledge of upcoming change to Contractor's Representative. Contractor shall develop an transition process, subject to the approval of the Contract Administrator, for management of Contractor's Representative's duties during change in Contractor's Representatives.

21. **SPILLAGE AND LEAKAGE, LITTER, AND ODOR**

- 21.1. **Spillage and Leakage:** Contractor shall clean up any materials including leakage of fluids spilled from Carts, Containers, and Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Contract. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors while performing services pursuant to this Contract. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- 21.2. **Litter:** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Contract.
- 21.3. **Odor:** Contractor shall maintain equipment used for purposes of this Contract in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Contract by Contractor in a manner that eliminates odors.

22. **RECORDS AND REPORTS:**

Contractor agrees to maintain at the local office, see Section 19.2, adequate records relating to the performance of their respective duties under this Contract. Such records, excluding Contractor's proprietary and confidential profit and loss statements, shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (a) Document services provided by type of service, Container type, Container size, Collection frequency, fees charges, and other information as requested by Contract Administrator.
- (b) Document number of Residential Service Units Set-outs by Program Recyclable Materials and other information as requested by Contract Administrator.
- (c) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, and other information as requested by Contract Administrator. If materials from City are commingled with materials from other areas, Contractor shall develop a process, subject to the approval of the Contract Administrator, for estimating the tonnage of material delivered from City.
- (d) Document missed Collections, Unacceptable Set-outs, and Bulk Waste

Collection Notices on a daily basis by address, time and date for each and the reason and notice for Unacceptable Set-outs.

- (e) Document ownership and maintenance records of all vehicles used to perform the services provided under this Contract.
- (f) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by Contract Administrator.
- (g) Customer list by customer name, contact information, address, type of service, Container type, Container size, Collection frequency, and other information as requested by Contract Administrator
- (h) Such other documents and reports as City may reasonably require to verify compliance with the Contract or to meet City's reporting requirements.

Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the above information.

23. **INSPECTION RIGHTS:**

- 23.1. **City's Right to Inspect Records, Books, Data and Documents:** City shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, electronic files, data and documents related to this Contract of Contractor for inspection, and audit, at City's own expense, excluding Contractor's proprietary and confidential profit and loss statements.
- 23.2. **City's Rights to Inspect Facilities and Equipment and Audit Performance:** City shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Contract conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Contract are conducted in compliance with the terms of this Contract, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

24. **PUBLIC EDUCATION AND OUTREACH AND FRANCHISE FEE:**

- 24.1. **Public Education and Outreach:** Contractor shall provide the following services associated with public education and outreach at no cost to the City or the Customer. Contractor will at no time place public education and outreach notices inside customers' mailboxes. Contractor shall not distribute any public education and outreach notices to Residential Service Units without prior written approval from Contract Administrator.

- (a) Development, Printing and Distribution of Program Introduction Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Program Introduction Notice for each Residential Service Unit for which Contractor delivers a Cart. The Program Introduction Notice shall be approved by the Contract Administrator. Contractor shall attach Program Introduction Notice via a non-adhesive means to each Cart delivered to a Customer or picked up by a Customer at the Contractor's office.
- (b) Development, Printing and Distribution of Bulk Waste Collection Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Bulk Waste Collection Notice. The Bulk Waste Collection Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Bulk Waste Collection Notice shall include (a) the date (b) estimated date for Collection of remaining Set-out, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Bulk Waste Collection Notice to the Set-out. Contractor shall take a digital photo of entire Set-out and the Set-out remaining that receives a Bulk Waste Collection Notice. Contractor shall maintain copies of Bulk Waste Collection Notice and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Bulk Waste Collection Notice as set forth in this Contract.
- (c) Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, an Improper Set-out Notice. The Improper Set-out Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Improper Set-out shall include (a) the date (b) reason for non-collection, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Improper Set-out Notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an Improper Set-out Notice. Contractor shall maintain copies of Improper Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Improper Set-out Notices as set forth in this Contract.
- (d) Public Education and Outreach Video. Contractor shall make available one (1) video for the City's PEG Channel that promotes Recycling and provide information about the services provided to the City under this Contract. Contractor shall update the video annually to reflect any focus areas for public education or any changes to service levels. Contractor shall also make available to the City other relevant Recycling and Solid Waste videos developed by Contractor for use by the City.

24.2. **Franchise Fee:** The City shall be entitled to receive a franchise fee (the "Franchise Fee") for services rendered by Contractor hereunder (i) Residential Service Units via Roll-off and (ii) Commercial Service Units via any means. The Franchise Fee on the Commencement Date shall be five percent (5%). The Contract Administrator may increase or decrease the Franchise Fee with ninety (90) calendar days' written notice. Contractor shall pay the City the Franchise Fee

based on net collected billings for services provided via the Contract within the City within thirty (30) calendar days after the last day of the month Contractor provided such services.

25. BILLING:

- (a) A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Contract. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Contract.
- (b) City shall provide billing and bill Base Services and extra Cart services for Residential Service Units during the term of this Contract. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulk Waste services and Roll-off Services.
- (c) Contractor shall bill City and Customers in accordance with Contract and then-current rate schedule as reflected in Exhibit 2 plus the then-current Franchise Fee.
- (d) Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Contract.
- (e) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Contract, for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.
- (f) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for Franchise Fees and other payments in accordance with this Contract for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. MODIFICATION TO RATES:

Contractor shall submit a written request for modification to rates on or before June 1, 2016 and every June 1st thereafter. If Contractor fails to submit a written request for

modification to rates on or before June 1st, Contractor waives the right for a modification to rates.

All costs proposed in Exhibit 2 shall remain fixed from the execution of this Contract through October 1, 2016. On October 1, 2016 and every October 1st thereafter for the life of this Contract, all cost of collection services, excluding costs associated with Carts, costs associated with Containers, costs of disposal, and costs of processing and marketing, shall be adjusted, increases or decreased, according to this section. City shall not adjust the monthly cost of Carts during neither the initial term of the Contract nor any renewal term.

The annual adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers ("CPI") and the Diesel Fuel price index by the United States Department of Energy (DOE). A description of the indices and the weighting of each are as follows:

- (a) CPI – 80 percent
The CPI adjustment shall be based on the most recent CPI, Houston-Galveston-Brazoria, TX, for All Urban Consumers, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) from the most recent twelve (12) month period.
- (b) Diesel Fuel price index by the DOE – 20 percent
The Diesel Fuel price index by the DOE adjustment shall be based on the most recent price as of April 1st and change from year ago for Diesel Fuel (U.S. Dollars per Gallon), U.S.

Example: Assume that the CPI for 2015 is 105.5 and for 2016 is 110.5. Assume that the diesel fuel price published by the DOE (U.S. Dollars per Gallon) in 2016 is 3.085, down from 3.300 in 2015. The calculation would be as follows:

$$\begin{array}{rclcl} \frac{110.5-105.5}{105.5} & \times & .80 & = & 3.79\% \\ & & \text{then} & & \\ \frac{3.085-3.300}{3.085} & \times & .20 & = & -1.30\% \\ & & \text{then} & & \\ 3.79\% + -1.30\% & = & 2.49\% & \text{annual rate adjustment} & \end{array}$$

The diesel fuel price adjustment will be based on the DOE Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon).

The cumulative rate adjustment, the CPI plus the Diesel Fuel price index by the DOE, shall not exceed five (5) percent per year.

27. LICENSE AND PERMITS:

Contractor shall obtain at its sole expense all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect. Contractor

shall display all licenses and permits as required by law.

28. **COMPLIANCE WITH LAWS:**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

29. **ENFORCEMENT:**

City grants unto Contractor the right to seek an injunction against any third party which is believed and evidenced to be infringing on the rights of Contractor to this Contract, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers.

30. **ADMINISTRATIVE CHARGES:**

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Contract or violates any provision of this Contract, City will suffer damages which are difficult to determine and adequately specify. Contractor agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of this Contract and City may require payment by Contractor of the charges set forth for each act or omission:

(a) Missed Collection

\$50 for each missed Collection in excess of two (2) missed Collections per day, to be assessed at the end of each Collection month. A missed Collection occurs when a resident reports a missed Collection, the address was not reported by Contractor as an Unacceptable Set-out, and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.

(b) Missed Residential Service Unit block

\$500 for each incident of Contractor failing to pick up material on a block containing Residential Service Units. A missed Residential Service Unit block is where three Residential Service Units on one side of a street between cross streets or an entire cul-de-sac report a missed Collection. A missed Residential Service Unit block occurs when the addresses reporting missed Collections were not reported by Contractor as Unacceptable Set-outs and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on

block.

- (c) Failure to provide Collection from Residential Service Units during normal hours of operation
\$250 for each Contractor vehicle providing Collection to Residential Service Units after normal hours of operation without approval of the Contract Administrator.
- (d) Failure to complete 95% of the Collections on a given day
Failure to complete 95% of Collections on a given day shall occur when Contractor fails to Collect or attempt to Collect from 95% of the total Residential Service Units to be serviced on the given day. \$2,500 each day that 95% of Collections are not made or attempted.
- (e) Failure to clean up material spillage, leakage, or litter by Contractor within two(2) hours of verbal or written notification
Failure to clean up material spillage, leakage, or litter by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage. \$250 each incident.
- (f) Failure to address damage to property in accordance with Contract and approved procedure for management of property damage
\$250 each incident plus all costs for property damage.
- (g) Failure or neglect to Collect materials from a missed pickup location within the amount of time specified in this Contract
Failure to address, as required by this Contract, a failure or neglect to Collect materials from a missed pickup location within the time specified in the Contract shall commence the earlier of when Contractor becomes aware of such missed pick-up or Contract Administrator or Customer notifies Contractor of such missed pick-up. \$250 each incident.
- (h) Failure to provide a complete report (including but not limited to weekly, monthly or annual reports)
\$250 per Business Day thereafter per incident
- (i) Failure to return receptacles to approximately original location.
\$25 each incident
- (j) Commingling of materials in violation of this Section 13 of this Contract
\$1,000 each incident
- (k) Disposal of Program Recyclable Materials or Separately Collected Brush
\$2,000 each incident
- (l) Failure to leave a public education notice for Unacceptable Set-outs
\$100 each incident
- (m) Failure to distribute Program Introduction Notices
\$100 each incident

- (n) Failure to respond to any Customer complaint within the amount of time specified in this Contract
\$100 per Business Day thereafter per incident
- (o) Failure to provide City or its designee with the required resolved Customer complaint documentation
\$50 per Business Day thereafter per incident
- (p) Failure to maintain scales in accordance with Contract.
\$250 per day per scale
- (q) Failure to be prepared to perform services on and after the Commencement Date.
\$3,000 each day
- (r) Failure to capture and convert a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials into Recovered Materials for any period of time determined by the Contract Administrator.
\$500 each day

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the Contract has not occurred. The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by City or its designee. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to Contractor. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Contract.

For the purposes of this Contract, Contractor shall not be deemed to be liable for such charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Contract, provided however, that Contractor shall obtain approval for the delay from the Contract Administrator prior to 3:00 PM, Central Time of the Scheduled Collection Day.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

31. **TERMINATION:**

City may terminate this Contract without liability to Contractor and pursue all of its legal, contractual and equitable remedies for default upon Contractor.

- (a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the

- City's satisfaction within thirty (30) calendar days thereafter.
- (b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) calendar days thereafter.
- (c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (d) Committing an uncured act of default of a provision of this Contract, as per provision noted below.
- (e) Failing to timely and fully pay any or all impositions pursuant to this Contract.
- (f) As otherwise provided by this Contract.

This Contract shall terminate upon any one of the following:

- (a) The written agreement of the Parties.
- (b) The expiration of this Contract.

Contractor Default/Termination for Cause. City may terminate this Contract, for cause, by furnishing written notice to Contractor if, at any time during the term of this Contract, Contractor fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice of the default is given by City to Contractor, provided that if such failure cannot reasonably be cured within such thirty (30) day period, then Contractor shall not be in default hereunder and City shall not have the right to terminate this Contract unless and until Contractor fails to commence curing such failure within such thirty (30) day period and prosecute such cure to completion with all reasonable and necessary diligence.

City Default/Termination for Failure to Pay Undisputed Amounts. Contractor may terminate this Contract, for cause, by furnishing thirty (30) day written notice to City if, at any time during the term of this Contract, City fails to perform its obligation to remit payment to Contractor for amounts due under this Contract which are not the subject of a dispute, if such failure to pay by the City continues for thirty (30) days after written notice of the default is given by the Contractor to the City. If such termination for cause occurs, Contractor shall be promptly paid for all services provided prior to the date of termination, which are not the subject of a dispute between the Parties.

32. **DISPUTE RESOLUTION:**

- (a) The parties shall endeavor to settle all disputes under, or relating to, this Contract by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Contract that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through non-binding mediation, then the claim, dispute, disagreement or controversy may be resolved by pursuing the action in the Courts. Venue for any action shall be in Bastrop County, Texas.
- (b) All attorneys' fees and costs of the mediation shall in the first instance be borne

equally by parties.

33. **FORCE MAJEURE:**

Except for any payment obligation by either Party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

34. **PERFORMANCE BOND OR LETTER OF CREDIT**

Upon Contractor's execution of this Contract, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in a form approved by the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than Contractor's estimated amount of gross billings pursuant to this Contract from September 1, 2015 through April 30, 2016. For each Contract Year after the initial Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than the amount of gross billings pursuant to this Contract from September 1st through April 30th of the prior Contract Year. Contractor shall renew the Performance Bond or Letter of Credit in accordance with this Contract each year throughout the term of the Contract and any renewal periods. Contractor shall ensure the Performance Bond or Letter of Credit is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an "A" or better rating by A. M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

35. **INSURANCE:**

35.1. **No Insurance by City:** Contractor shall be solely responsible for any insurance required under the terms of this Contract and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering Contractor.

35.2. **Contractor Insurance Requirements:**

(a) Specific Insurance Requirements. Contractor and its subcontractors shall procure and maintain, during the term of this Contract and any extensions thereof the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

1. With written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation
or equivalent: as set forth in the Worker's Compensation Act.

or

Without written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation: as set forth in the Worker's Compensation Act.

2. Commercial General: \$1,000,000 Each Accident/Occurrence.
3. Liability (Public): \$1,000,000 Aggregate
\$1,000,000 Products &
Completed Operations
Aggregate.
4. Liability Insurance: \$1,000,000 aggregate
5. Excess/Umbrella Liability: \$1,000,000 per occurrence
with drop down coverage
6. Automobile Bodily Injury Liability: \$300,000 each person, \$1,000,000
each occurrence
7. Automobile Property Damage Liability: \$300,000 each occurrence

The policies of insurance shall be primary and written on forms acceptable to City and placed with insurance carriers approved and licensed by the State and meet a minimum financial A.M. Best & Company rating of no less than "Excellent": VII.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) calendar days prior written notice has been delivered to City through certified mail as required in this Contract.

The cancellation clause on Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by City of the award of the Contract to Contractor or termination of this Contract.

The policies of insurance must include an endorsement from the insurer adding City as an additional insured to the policy.

Contractor shall file proof of insurance for it and its subcontractor(s) meeting the requirements as set forth herein with City prior to execution of this Contract. In addition, Contractor shall be solely responsible for assuring that all proofs of insurance are up to date as filed with City. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and may be cause for termination by City of this Contract with Contractor.

No changes are to be made to these specifications without prior written approval by City.

Approval of the insurance by City shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of services provided herein.

- (b) General Requirements. Contractor's and its subcontractors' insurers must be authorized to transact business in the State.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Worker's Compensation policies shall name the City as additional insured.

Contractor shall ensure that the insurance coverage required under this Contract is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these

insurance requirements as they apply to all subcontractors. Each insurance policy required by this Contract shall meet the following requirements:

1. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
2. Each policy shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City.
3. City shall retain the right at any time to review coverage, form and amount of insurance.
4. The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the negligence or willful misconduct of Contractor or its subcontractors in connection with this Contract.
5. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy.
6. Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
7. Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Contract, as well as City's Contract and description of work, are to be received and approved by City upon execution of this Contract by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work.
8. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Contract.

Failure to comply with any term of this Section is a breach of this Contract and may result in termination by City of this Contract at City's option.

36. **INDEMNITY:**

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

Conversely, limited strictly to the extent allowed by applicable law, the City agrees to indemnify the Contractor against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by City's negligent or willful misconduct in performing the City's obligations required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Contractor shall notify the City immediately. The City shall have the right to defend or contest any such claim or demand in the name of the Contractor. The Contractor shall provide such cooperation in connection therewith as the City may reasonably request and shall make available to the City or its representatives all records and other materials reasonably required in such defense. So long as the City is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Contractor has been required by order of any court to pay any sum arising from the subject matter of the suit.

37. **OWNERSHIP AND RISK OF LOSS:**

Title and risk of loss to Solid Waste and Program Recyclable Materials shall pass to Contractor when placed in Contractor's Collection vehicle. Title and risk of loss to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

38. **SEVERABILITY:**

Should any portion of this Contract be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Contract shall not be affected thereby.

39. **ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Contract, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Bastrop County, Texas.

40. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this Contract must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at:

If to the Contractor at:

with a copy to:

Attn: _____

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

41. **DISCRIMINATION PROHIBITED:**

Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

42. APPROPRIATION; SOVEREIGN IMMUNITY:

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Contract due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. In addition, the City and Contractor acknowledge that this Contract is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code, and including the attorney's fees provisions of §271.159. Subject to the agreements and modifications of the parties herein with respect to the City's waiver of immunity to suit, both parties agree that governmental or sovereign immunity is not a defense to suit or liability to enforce the terms of this Contract, including actual, consequential and lost profit damages resulting from the City's breach of this Contract, and Contractor shall be entitled to sue the City for the City's breach of this Contract and collect all actual, consequential and/or lost profit damages arising from such breach.

43. ELIGIBLE DISASTER DEBRIS:

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Contract to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Contract.

EFFECTIVE AS OF THE ____ DAY OF _____, 2015.

CITY:

CITY OF BASTROP, TEXAS

CONTRACTOR:

PROGRESSIVE WASTE SOLUTIONS OF TX,
INC.

BY: _____
City Manager _____

BY: _____
ITS: _____

ATTEST:

City Secretary,
City of Bastrop, Texas

APPROVED:

City Attorney

Exhibit 1

SUBCONTRACTOR SERVICES



Lone Star Waste

Progressive Waste Solutions is prepared to provide all services delineated in this Request for Proposals. If it is acceptable to the City, it is our desire to subcontract with Lone Star Waste for the provision of various services. Final good-faith negotiations for such services will occur, as preferred by the City, either before or immediately following Contract Award from the City of Bastrop to Progressive Waste Solutions.

Potential services that may be subcontracted to Lone Star Waste include:

- Support backup collection services for Residential Customers in a situation where a Progressive Waste Solutions vehicle needs assistance due to mechanical issues or excess volumes placed for collection.
- Backup collection support for excess debris generated by a storm event.
- Collection services for commercial recycling dumpsters and carts.
- The provision of 10 and 15 cubic yard Roll Off containers.
- Cart swaps for carts that are damaged and cart delivery for customers requesting additional carts.
- Container delivery, service and removal of Event Boxes, carts, dumpsters and Roll Off containers to support Public Events.

Progressive Waste Solutions is prepared to provide all required services and perform all actions required by this Request For Proposals. This opportunity to subcontract is offered in support of local business. Any services that are subcontracted will be billed by Progressive Waste Solutions to the City or the Commercial Customer at the prices exhibited in this Proposal. We feel confident that final negotiations can be rapid and successful. However, if such final negotiations are not successful, or the pursuit of such negotiations is not desired by the City, Progressive Waste Solutions will provide all services as proposed.

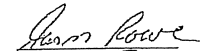



Exhibit 2

CITY OF BASTROP
RATE SCHEDULE EFFECTIVE AUGUST 31, 2015

Form 7: Cost Proposal

Proposer Name: Progressive Waste Solutions of TX, Inc.

Note: All costs submitted on this form exclude of the franchise fee, as discussed in the Contract.

Form 7.1 – Base Residential Services

Proposers shall complete Form 7.1 to provide the City with an understanding of base cost proposal for residential services.

Collection and Disposal/Processing Services ¹

Acceptable Solid Waste	<u>\$ 11.40</u>	Per month per Residential Service Unit
Recyclable Materials (Every other Week)	<u>\$ 3.00</u>	Per month per Residential Service Unit
Bulk Waste	<u>\$ Included</u>	Per month per Residential Service Unit
Total Proposed Residential Base Fee ²	<u>\$ 14.40</u>	Per month per Residential Service Unit

1. Includes disposal and/or processing of collected material and maintenance of carts, per Contract.
2. Sum of all above rows.

List any additional services that will be included in the Total Proposed Residential Base Fee:

N/A

Form 7.2 – Alternate Residential Recycling Collection and Processing

Proposers shall complete Form 7.2 to provide the City with an understating of the cost proposal for weekly collection and processing of Recyclable Materials (in place of every other week provided in Form 7.1).

Collection and Disposal/Processing Services ¹

Acceptable Solid Waste	<u>\$ 12.01</u>	Per month per Residential Service Unit
Recyclable Materials (Every Week)	<u>\$ 3.15</u>	Per month per Residential Service Unit
Bulk Waste	<u>\$ Included</u>	Per month per Residential Service Unit
Total Proposed Residential Base Fee ²	<u>\$ 15.16</u>	Per month per Residential Service Unit

1. Includes disposal and/or processing of collected material and maintenance of carts, per the Contract.
2. Sum of all above rows.

Form 7: Cost Proposal

Form 7.3 – Additional Fee Residential Services

Proposers shall complete Form 7.3 for additional fee services to be provided to Residential Service Units. At a minimum, Proposers shall provide fee information for additional Solid Waste carts and additional Recycling carts. Form 7.3 allows Proposers to include other additional fee residential services.

Material or Service	Cost Proposal ¹	Collection Unit or Frequency
Additional Solid Waste Cart	\$ 5.00	Per month per Residential Service Unit
Additional Recycling Cart	\$ 2.00	Per month per Residential Service Unit
	\$	Per
	\$	Per
	\$	Per
	\$	Per
	\$	Per

1. Includes disposal and/or processing of collected material.

Form 7.4 – Provision of Residential Carts

The City, at its sole discretion, may choose to have the Contractor provide and/or distribute carts. In all cases, the Contractor will be responsible for maintenance and repair of residential carts. If the City chooses to have the Contractor purchase and/or distribute the carts, this fee will only apply to the initial term of the Contract. Proposer must provide a cost proposal for both options listed below.

Purchase of Solid Waste and Recycling Carts, plus Assembly and Distribution	\$ N/A	Per month per Residential Service Unit
<u>Only</u> Assembly and Distribution of all Carts purchased by the City	\$ N/A	Per month per Residential Service Unit
Optional RFID tag on carts	\$ N/A	Per month per Residential Service Unit

Form 7: Cost Proposal

Form 7.5 – Commercial Solid Waste Dumpster Services

Proposers shall complete Form 7.5 to provide the City with an understating of the cost proposal for collection and disposal of commercial Solid Waste containers. All proposed fees shall be the monthly fee, including disposal but excluding sales tax.

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

Form 7.6 – Commercial Recycling Dumpster Services (Non-Exclusive)

Proposers shall complete Form 7.6 to provide the City with an understating of the cost proposal for collection and processing of commercial recycling containers. All proposed fees shall be the monthly fee, including processing but excluding sales tax. **Proposed fees represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

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

Form 7: Cost Proposal

Form 7.7 – Additional Fee Commercial Services

Form 7.7 allows Proposers the opportunity to identify additional services, including excessive maintenance. Fees apply to both Solid Waste and Recycling containers for Commercial Service Units. All fees exclude sales tax.

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 year
	\$	Per
	\$	Per
	\$	Per

Form 7.8 – Temporary Refuse Roll-off Services

Proposers shall complete Form 7.8 to provide the City with an understating of the cost proposal for collection and disposal/processing of temporary roll-off containers. All proposed fees shall be the monthly fee, excluding sales tax. **Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

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	

- These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.
- Container rental fee does not apply for the first 14 calendar days of service.
- Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
- 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.

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

Form 7: Cost Proposal

Form 7.9 – Permanent Refuse Roll-off Services

Proposers shall complete Form 7.9 to provide the City with an understating of the cost proposal for collection and disposal/processing of permanent roll-off containers. All proposed fees shall be the monthly fee, excluding sales tax. **Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

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.**

Form 7: Cost Proposal

Form 7.10 – Other City Services

The City will require other services in addition to those that are provided to the City for no charge (see Section 2.7). These services are classified as either permanent services or temporary services.

Permanent Services

Permanent services include open-top roll-offs for City's Wastewater Treatment Plant and the Citizens Collection Station. These services shall be provided at a rate at or below the rate for non-City customers.

*3

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 *1	N/A	\$320.00	\$23.23	\$0.00
15 CY Roll-off	\$100.00	N/A	\$320.00	\$23.23	\$0.00
20 CY Roll-off	\$100.00	N/A	\$320.00	\$23.23	\$0.00 *2
^{#2} 30 CY Roll-off	\$100.00	N/A	\$320.00	\$23.23	\$0.00
40 CY Roll-off	\$100.00	N/A	\$320.00	\$23.23	\$0.00
25 CY Roll-off Compactor	NA	\$300.00	\$320.00	\$23.23	\$0.00
30 CY Roll-off Compactor	NA	\$325.00	\$320.00	\$23.23	\$0.00
40 CY Roll-off Compactor	\$120.00	\$350.00	\$320.00	\$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.

*1 Container Rental Fee only applies if customer has less than 2 pull per month.

*2 Sludge Disposal is \$30.00 per ton; trash Disposal is \$23.23 per ton.

*3 The processing fee assumes clean material. It could be subject to fees associated with contamination.

Form 7: Cost Proposal

Temporary Services

Temporary services include City events, clean-up efforts and other temporary services.

Roll-off Type and Size	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee ³ (Per Ton)	Processing Fee ⁴ (Per Ton) *1
Temporary Container			N/A	N/A
96-Gallon Cart	\$20.00	\$8.00	N/A	N/A
8 CY Dumpster	\$50.00	\$90.00	N/A	N/A
20 CY Roll-off	\$100.00	\$320.00	\$23.23	\$0.00
30 CY Roll-off	\$100.00	\$320.00	\$23.23	\$0.00
40 CY Roll-off	\$100.00	\$320.00	\$23.23	\$0.00

1. Based on actual tonnage hauled to the disposal or processing location. Tonnage must be reported to the customer as part of the customer billing.

*1 Processing fee assumes clean material. It could be associated with fees due to contamination.

Form 7.11 – Contribution for Public Education and Neighborhood Clean-ups

Monthly Contribution per Residential Service Unit \$.33 _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. **Agenda Item: Presentations by Organizations seeking funding from Hotel Occupancy Tax for the 2016 Fiscal Year.**
 - a. **Bastrop Chamber of Commerce**
 - b. **Bastrop County Historical Society**
 - c. **Bastrop County Women’s Shelter dba Family Crisis Center**
 - d. **Bastrop Downtown Business Alliance**
 - e. **Bastrop Homecoming Committee**
 - f. **Bastrop Juneteenth Committee**
 - g. **Bastrop Old Town Visitors Center**
 - h. **Bastrop Opera House**
 - i. **Friends of Fairview Cemetery**
 - j. **Tough Mudder, Inc.**
 - k. **Upstart, Inc.**
 - l. **YMCA of Austin/Bastrop Branch**

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

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

4. Policy Implication: Per the HOT calendar, June 23rd is designated for organizations to present and discuss their applications for funding with City Council.

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation:

9. Advisory Board:	Approved	Disapproved	None
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10. Manager's Recommendation:	Approved	Disapproved	None

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Agenda Item: **Consideration and possible action on a waiver request regarding the City of Bastrop's policy related to construction water meters.**

2. Party Making Request: **Coy Lowden, Lowden Excavating, Inc. / Wesley Brandon, City Engineer**

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

Lowden Excavating is requesting a waiver from the City's policy of restricting the use of fire hydrant meters for construction water purposes. The restrictions are in conjunction with the City's reclaimed water program, which was enacted by ordinance on March 24th, 2015.

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 that Lowden Excavating seek City Council approval for an alternative plan to acquire construction water in a manner that will minimize the risk of adverse impacts to the City's water system.**

9. Advisory Board: _____ Approved _____ Disapproved x None

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

11. Action Taken: _____

Wesley Brandon

From: Coy Lowden <coy@lowdenexcavating.com>
Sent: Thursday, June 18, 2015 4:30 PM
To: Wesley Brandon; 'Dave Siler'; 'Duke McDowell'; 'Tim Dalton'; 'Brent Gregorczyk'; 'Joe Duarte'; 'Lanette Lowden'
Subject: Flow Restriction Meter
Attachments: Bastrop Construction Meter Flow Restriction Valve.pdf

Wesley,

Please see attached our submittal for the flow restriction set up that we are requesting. The first page you will see is our lay-out from the City's hydrant meter transitioned into the cla-val flow meter . The meter will be adjusted to the appropriate gpm that the City will require. From there we will run a 2" pvc line over to the tower (included in this submittal) to have filled up throughout the day. The meter itself will be operated manually not electrically. The flow meter will be sitting on a pallet or compacted road base. This assembly can be easily dismantled and moved to other hydrant locations. The flow meter will be protected with chain and locks as usual. Once we get a hydrant on-site installed we will move the meter to the new hydrant and pull water from their in hopes to begin the flushing process. This way we can put the flushed water to good use rather than waste it. Please look these submittals and don't hesitate to call if you have any questions or concerns. Please let me know if we are able to be included for next week's council meeting. Also please let me know when we might expect to see the approval of the revised lift station plans.

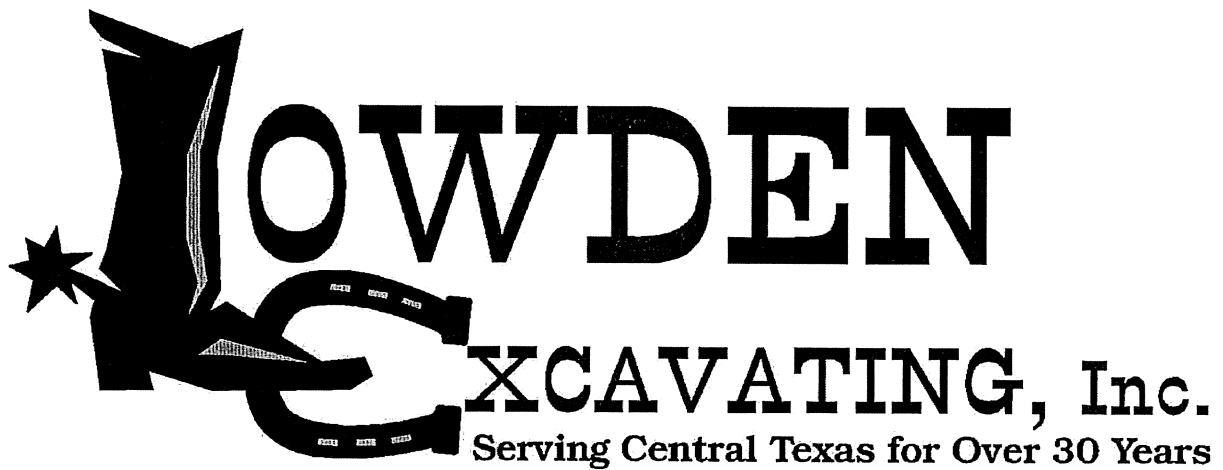
Thanks for your help!

****PLEASE MAKE NOTE OF MY NEW EMAIL ADDRESS***

coy@lowdenexcavating.com

Coy Lowden
Lowden Excavating, Inc.
Office: 512-842-1307
Cell: 512-801-3653
P.O.Box 1769
Wimberley Texas 78676

Proudly serving Central Texas for over 30 years!



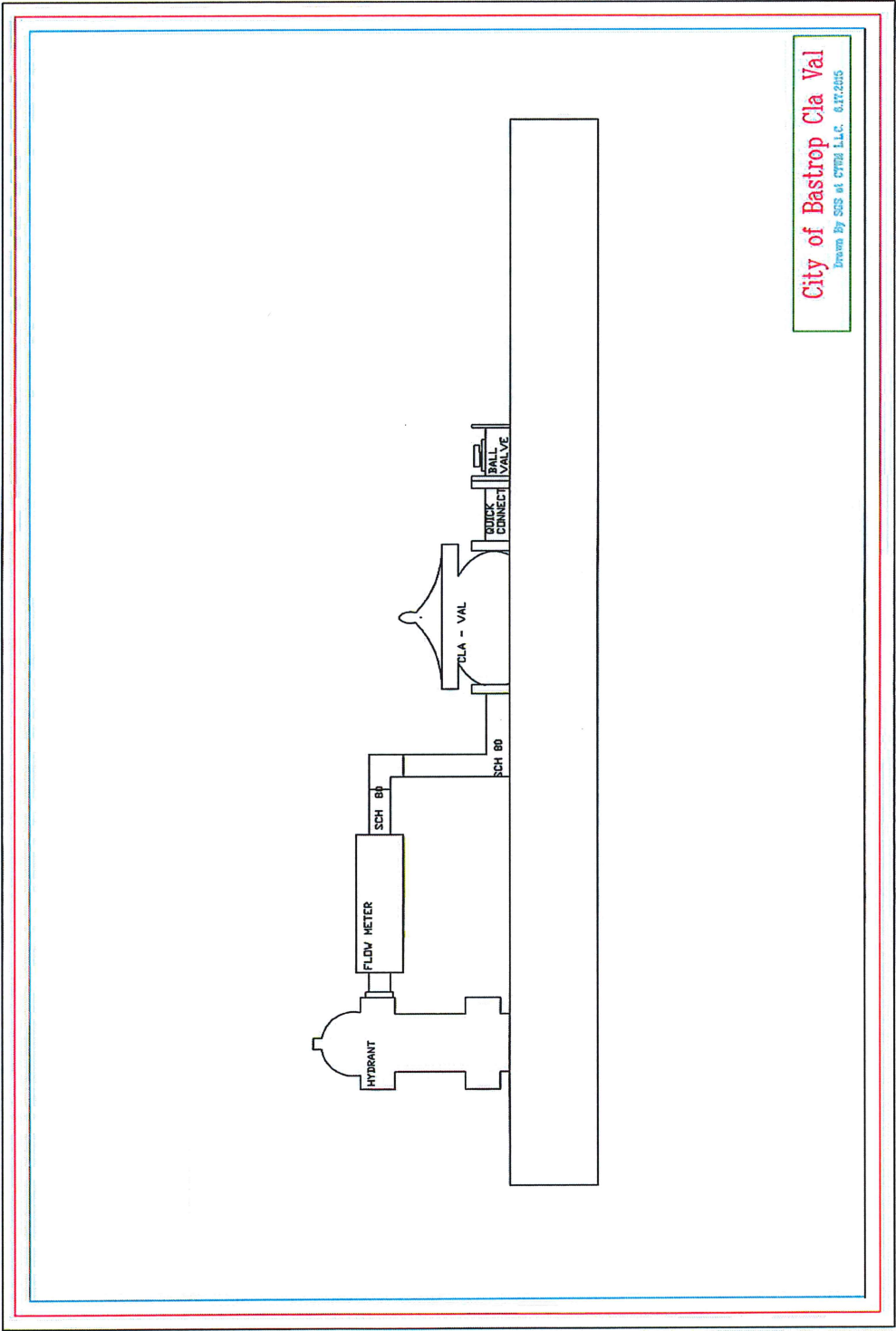
Subdivisions • Utilities • Site Preparation • Roads

**P.O. Box 1769 14500 RR 12 Ste. 18 Wimberley, Texas 78676
(512) 842-1307**

Submittal Information For

Pecan Park Flow Restriction Valve

For Fire Hydrant Meter Set Up



City of Bastrop Cla Val

Issued By SSS at CPTM L.L.C. 6/17/2015

Niece NPT120

Niece Equipment, LP

888-643-2372

Water Tower, Vol. 1

12,000 Gallon Portable Water Tower

Specifications

Construction: 1/4" A36 carbon steel construction, (8) SCH 40 triple sleeved vertical riser legs, flanged heads, reinforced lower landing base

Power Pack: Kohler 6.5 Courage 196CC gas motor equipped with a 12 GPM hydraulic pump

Lift Cylinders: (2) 8' hydraulic raiser cylinders

Tires and Suspension: Rockwell rear single axle equipped with 11R22.5 tires, air brakes, DOT lighting with trailer plug



Niece NPT120 12,000 Gallon Water tower

Discharge: 12" discharge equipped with 12" wafer valve and chain half rim sprocket shut-off control

Automatic Fill and Shut-Off: Watts float control automatic shut-off valve, dual 3" inline hydrant fill pipes equipped with 3" female aluminum cam locks, (2) 3" inline Cla-Val valves

Side Discharge Kit Available



About Us

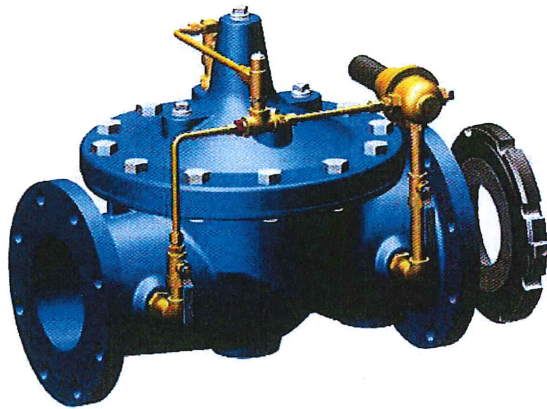
• • •

Niece Equipment is a 35 year old company proudly located in Austin, Texas. With the recent acquisition of our Fort Scott, Kansas facility, Niece Products of Kansas (formerly Klein Products of Kansas), Niece and our manufacturing division NIEMCO, is now one of the largest manufacturers of water trucks, fuel and lube trucks and water towers in North America. Offering SALES, RENTALS AND PARTS, Niece has capabilities of 2,000-40,000 gallon water tanks and 600-10,000 gallon fuel lube beds for construction, mining and governmental agencies.



40-01
(Full Internal Port)
MODEL
640-01
(Reduced Internal Port)

Rate of Flow Control Valve



- Accurately Limits Flow Rate
- Completely Automatic Operation
- Includes Orifice Plate with Holder
- Optional Check Feature
- Easily Adjusted

The Cla-Val Model 40-01/640-01 Rate of Flow Control Valve prevents excessive flow by limiting flow to a preselected maximum rate, regardless of changing line pressure. It is a hydraulically operated, pilot controlled, diaphragm valve. The pilot control responds to the differential pressure produced across an orifice plate installed downstream of the valve. Accurate control is assured as very small changes in the controlling differential pressure produce immediate corrective action of the main valve. Flow rate adjustments are made by turning an adjusting screw on the pilot control.

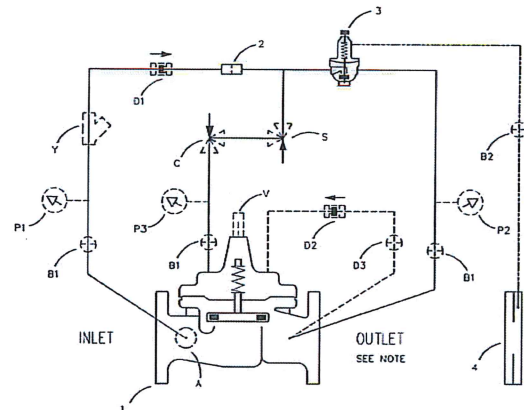
The Model 40-01/640-01 includes an orifice plate with a holder that should be installed one to five pipe diameters downstream of the valve. If the check feature option is added and a pressure reversal occurs, the downstream pressure is admitted into the main valve cover chamber and the valve closes to prevent return flow. See X52E data sheet for sizing selection.

Schematic Diagram

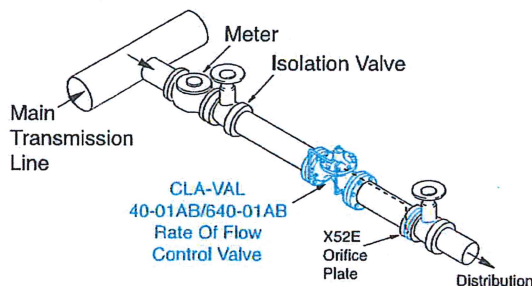
Item	Description
1	Hytrol (Main Valve)
2	X58C Restricting Fitting
3	CDHS18 Differential Control
4	X52E Orifice Plate Assembly

Optional Features

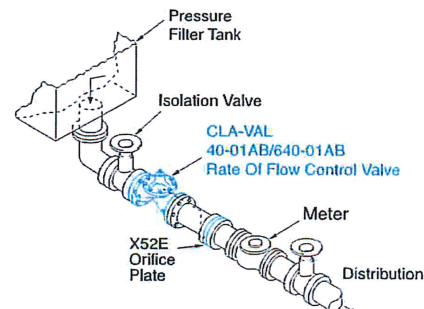
Item	Description
A	X46A Flow Clean Strainer
B	CK2 (Isolation Valve)
C	CV Flow Control (Closing)
D	Check Valves with Isolation Valve
P	X141 Pressure Gauge
S	CV Speed Control (Opening)
V	X101 Valve Position Indicator
Y	X43 "Y" Strainer



Typical Applications



The 40-01/640-01 is typically installed where water supply to a system must be limited to a preset maximum flow rate. The valve is easily set to maintain the maximum allowable flow rate.



The 40-01/640-01 is typically installed as a pressure type filter effluent control valve where a constant flow rate is maintained as head loss through the filter varies.



Model 40-01 (Uses Basic Valve Model 100-01)

Pressure Ratings (Recommended Maximum Pressure - psi)

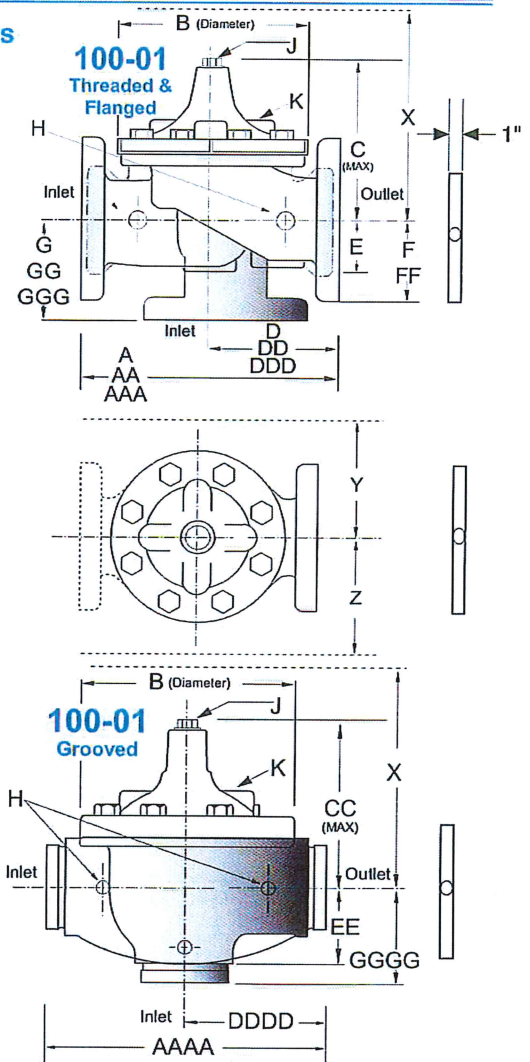
Valve Body & Cover		Pressure Class				
		Flanged			Grooved	Threaded
Grade	Material	ANSI Standards*	150 Class	300 Class	300 Class	End† Details
ASTM A536	Ductile Iron	B16.42	250	400	400	400
ASTM A216-WCB	Cast Steel	B16.5	285	400	400	400
ASTM B62	Bronze	B16.24	225	400	400	400

Note: * ANSI standards are for flange dimensions only.
 Flanged valves are available faced but not drilled.
 † End Details machined to ANSI B2.1 specifications.
Valves for higher pressure are available; consult factory for details

Materials

Component	Standard Material Combinations		
Body & Cover	Ductile Iron	Cast Steel	Bronze
Available Sizes	1-1/2" - 36"	1-1/2" - 16"	1-1/2" - 16"
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze
Trim: Disc Guide, Seat & Cover Bearing	Bronze is Standard Stainless Steel is Optional		
Disc	Buna-N® Rubber		
Diaphragm	Nylon Reinforced Buna-N® Rubber		
Stem, Nut & Spring	Stainless Steel		
For material options not listed, consult factory. Cla-Val manufactures valves in more than 50 different alloys.			

Dimensions (In inches)



Model 40-01 Dimensions (In Inches)

Valve Size (Inches)	1 1/2	2	2 1/2	3	4	6	8	10	12	14	16	18	20	24	30	36
A Threaded	7.25	9.38	11.00	12.50	—	—	—	—	—	—	—	—	—	—	—	—
AA 150 ANSI	8.50	9.38	11.00	12.00	15.00	20.00	25.38	29.75	34.00	39.00	41.38	46.00	52.00	61.50	63.00	76.00
AAA 300 ANSI	9.00	10.00	11.62	13.25	15.62	21.00	26.38	31.12	35.50	40.50	43.50	47.64	53.62	63.24	64.50	76.00
AAAA Grooved End	8.50	9.00	11.00	12.50	15.00	20.00	25.38	—	—	—	—	—	—	—	—	—
B Dia.	5.62	6.62	8.00	9.12	11.50	15.75	20.00	23.62	28.00	32.75	35.50	41.50	45.00	53.16	56.00	66.00
C Max.	5.50	6.50	7.56	8.19	10.62	13.38	16.00	17.12	20.88	24.19	25.00	39.06	41.90	43.93	54.60	61.50
CC Max. Grooved End	4.75	5.75	6.88	7.25	9.31	12.12	14.62	—	—	—	—	—	—	—	—	—
D Threaded	3.25	4.75	5.50	6.25	—	—	—	—	—	—	—	—	—	—	—	—
DD 150 ANSI	4.00	4.75	5.50	6.00	7.50	10.00	12.69	14.88	17.00	19.50	20.81	—	—	30.75	—	—
DDD 300 ANSI	4.25	5.00	5.88	6.38	7.88	10.50	13.25	15.56	17.75	20.25	21.62	—	—	31.62	—	—
DDDD Grooved End	—	4.75	—	6.00	7.50	—	—	—	—	—	—	—	—	—	—	—
E	1.12	1.50	1.69	2.06	3.19	4.31	5.31	9.25	10.75	12.62	15.50	12.95	15.00	17.75	21.31	24.56
EE Grooved End	2.00	2.50	2.88	3.12	4.25	6.00	7.56	—	—	—	—	—	—	—	—	—
F 150 ANSI	2.50	3.00	3.50	3.75	4.50	5.50	6.75	8.00	9.50	10.50	11.75	15.00	16.50	19.25	22.50	25.60
FF 300 ANSI	3.06	3.25	3.75	4.13	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.00	16.50	19.25	24.00	25.60
G Threaded	1.88	3.25	4.00	4.50	—	—	—	—	—	—	—	—	—	—	—	—
GG 150 ANSI	4.00	3.25	4.00	4.00	5.00	6.00	8.00	8.62	13.75	14.88	15.69	—	—	22.06	—	—
GGG 300 ANSI	4.25	3.50	4.31	4.38	5.31	6.50	8.50	9.31	14.50	15.62	16.50	—	—	22.90	—	—
GGGG Grooved End	—	3.25	—	4.25	5.00	—	—	—	—	—	—	—	—	—	—	—
H NPT Body Tapping	.375	.375	.50	.50	.75	.75	1	1	1	1	1	1	1	1	2	2
J NPT Cover Center Plug	.25	.50	.50	.50	.75	.75	1	1	1.25	1.5	2	1.5	1.5	1.5	2	2
K NPT Cover Tapping	.375	.375	.50	.50	.75	.75	1	1	1	1	1	1	1	1	2	2
Stem Travel	0.4	0.6	0.7	0.8	1.1	1.7	2.3	2.8	3.4	4.0	4.5	5.1	5.63	6.75	7.5	8.5
Approx. Ship Wt. Lbs.	15	35	50	70	140	285	500	780	1165	1600	2265	2982	3900	6200	7703	11720
X Pilot System	11	13	14	15	17	29	31	33	36	40	40	43	47	68	79	85
Y Pilot System	9	9	10	11	12	20	22	24	26	29	30	32	34	39	40	45
Z Pilot System	9	9	10	11	12	20	22	24	26	29	30	32	34	39	42	47

Note: The top two flange holes on valve size 36 are threaded to 1 1/2"-6 UNC.

Model 640-01 (Uses Basic Valve Model 100-20)

Dimensions (In inches)

Pressure Ratings (Recommended Maximum Pressure - psi)

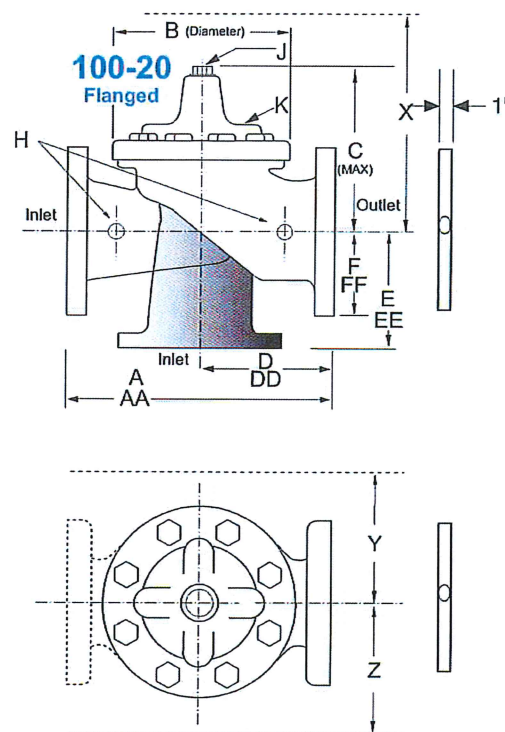
Valve Body & Cover		Pressure Class		
		Flanged		
Grade	Material	ANSI Standards*	150 Class	300 Class
ASTM A536	Ductile Iron	B16.42	250	400
ASTM A216-WCB	Cast Steel	B16.5	285	400
ASTM B62	Bronze	B16.24	225	400

Note: * ANSI standards are for flange dimensions only.
Flanged valves are available faced but not drilled.
Valves for higher pressure are available; consult factory for details

Materials

Component	Standard Material Combinations		
Body & Cover	Ductile Iron	Cast Steel	Bronze
Available Sizes	3" - 48"	3" - 16"	3" - 16"
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze
Trim: Disc Guide, Seat & Cover Bearing	Bronze is Standard Stainless Steel is Optional		
Disc	Buna-N® Rubber		
Diaphragm	Nylon Reinforced Buna-N® Rubber		
Stem, Nut & Spring	Stainless Steel		

For material options not listed, consult factory.
Cla-Val manufactures valves in more than 50 different alloys.



Model 640-01 Dimensions (In Inches)

Valve Size (Inches)	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
A 150 ANSI	10.25	13.88	17.75	21.38	26.00	30.00	34.25	35.00	42.12	48.00	48.00	63.25	65.00	76.00	94.50
AA 300 ANSI	11.00	14.50	18.62	22.38	27.38	31.50	35.75	36.62	43.63	49.62	49.75	63.75	67.00	76.00	94.50
B Dia.	6.62	9.12	11.50	15.75	20.00	23.62	27.47	28.00	35.44	35.44	35.44	53.19	56.00	66.00	66.00
C Max.	7.00	8.62	11.62	15.00	17.88	21.00	20.88	25.75	25.00	31.00	31.00	43.94	54.60	61.50	61.50
D 150 ANSI	—	6.94	8.88	10.69	CF*	CF*	CF*	CF*	CF*	CF*	CF*	—	—	—	—
DD 300 ANSI	—	7.25	9.38	11.19	CF*	CF*	CF*	CF*	CF*	CF*	CF*	—	—	—	—
E 150 ANSI	—	5.50	6.75	7.25	CF*	CF*	CF*	CF*	CF*	CF*	CF*	—	—	—	—
EE 300 ANSI	—	5.81	7.25	7.75	CF*	CF*	CF*	CF*	CF*	CF*	CF*	—	—	—	—
F 150 ANSI	3.75	4.50	5.50	6.75	8.00	9.50	11.00	11.75	15.88	14.56	17.00	19.88	25.50	28.00	31.50
FF 300 ANSI	4.12	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.88	16.06	19.00	22.00	27.50	28.00	31.50
H NPT Body Tapping	.375	.50	.75	.75	1	1	1	1	1	1	1	1	2	2	2
J NPT Cover Center Plug	.50	.50	.75	.75	1	1	1.25	1.25	2	2	2	2	2	2	2
K NPT Cover Tapping	.375	.50	.75	.75	1	1	1	1	1	1	1	1	2	2	2
Stem Travel	0.6	0.8	1.1	1.7	2.3	2.8	3.4	3.4	4.5	4.5	4.5	6.5	7.5	8.5	8.5
Approx. Ship Wt. Lbs.	45	85	195	330	625	900	1250	1380	1500	2551	2733	6500	8545	12450	13100
X Pilot System	13	15	27	30	33	36	36	41	40	46	55	68	79	85	86
Y Pilot System	10	11	18	20	22	24	26	26	30	30	30	39	40	45	47
Z Pilot System	10	11	18	20	22	24	26	26	30	30	30	39	42	47	49

*Consult Factory

Note: The top two flange holes on valve sizes 36 thru 48 are threaded to 1 1/2"-6 UNC.

40-01 Valve Selection	100-01 Pattern: Globe (G), Angle (A), End Connections: Threaded (T), Grooved (GR), Flanged (F) Indicate Available Sizes																
	Inches	1½	2	2½	3	4	6	8	10	12	14	16	18	20	24	30	36
	mm	40	50	65	80	100	150	200	250	300	350	400	450	500	600	750	900
Basic Valve 100-01	Pattern	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G	G	G, A	G	G
	End Detail	T, F, Gr*	T, F, Gr	T, F, Gr*	T, F, Gr	F, Gr	F, Gr*	F, Gr*	F	F	F	F	F	F	F	F	F
Suggested Flow (gpm)	Maximum	125	210	300	460	800	1800	3100	4900	7000	8400	11000	14000	17000	25000	42000	50000
	Maximum Intermittent	160	260	370	580	990	2250	3900	6150	8720	10540	13700	17500	21700	31300	48000	62500
	Minimum	1	1	2	2	4	10	15	35	50	70	95	120	150	275	450	650
Suggested Flow (Liters/Sec)	Maximum	8	13	19	29	50	113	195	309	442	530	694	883	1073	1577	2650	3150
	Maximum Intermittent	10	16	23	37	62	142	246	387	549	664	863	1104	1369	1972	3028	3940
	Minimum	.03	.06	.09	0.13	0.25	0.63	0.95	2.2	3.2	4.4	6.0	7.6	9.5	17.4	28.4	41.0
100-01 Series is the full internal port Hytrol. For Lower Flows Consult Factory *Globe Grooved Only																	

640-01 Valve Selection	100-20 Pattern: Globe (G), Angle (A), End Connections: Flanged (F) Indicate Available Sizes															
	Inches	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
	mm	80	100	150	200	250	300	350	400	450	500	600	750	900	1000	1200
Basic Valve 100-20	Pattern	G	G, A	G, A	G, A	G	G	G	G	G	G	G	G	G	G	G
	End Detail	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F
Suggested Flow (gpm)	Maximum	260	580	1025	2300	4100	6400	9230	9230	16500	16500	16500	28000	33500	33500	33500
	Minimum	1	2	4	10	15	35	50	50	95	95	95	275	450	450	450
Suggested Flow (Liters/Sec)	Maximum	16	37	65	145	258	403	581	581	1040	1040	1040	1764	2115	2115	2115
	Minimum	.06	.13	.25	.63	.95	2.2	3.2	3.2	6.0	6.0	6.0	17.4	28.4	41.0	41.0
100-20 Series is the reduced internal port size version of the 100-01 Series.																
For Lower Flows Consult Factory																

Pilot System Specifications

Adjustment Range

Low flow equals one-fourth maximum flow.

Temperature Range

Water: to 180°F

Materials

Standard Pilot System Materials

Pilot Control: Bronze ASTM B62

Trim: Stainless Steel 303

Orifice Plate: Stainless Steel 303

Rubber: Buna-N® Synthetic Rubber

Optional Pilot System Materials

Pilot systems are available with optional Aluminum, Stainless Steel or Monel materials.

When Ordering, Please Specify

1. Catalog No. 40-01 or No. 640-01
2. Valve Size
3. Pattern - Globe or Angle
4. Pressure Class
5. Threaded or Flanged
6. Trim Material
7. Adjustment Range/Orifice Bore
8. Desired Options
9. When Vertically Installed

Note: Orifice plate assembly (X52E) may be attached to the main valve outlet flange, however, better control is obtained if it is located one to five pipe diameters downstream. Orifice plate sensing connection should be located in the pipeline on the side of the orifice plate assembly. The orifice plate assembly should not be mounted directly to a butterfly valve. See E-X52E Data Sheet for Orifice Bore adjustment range.

CLA-VAL

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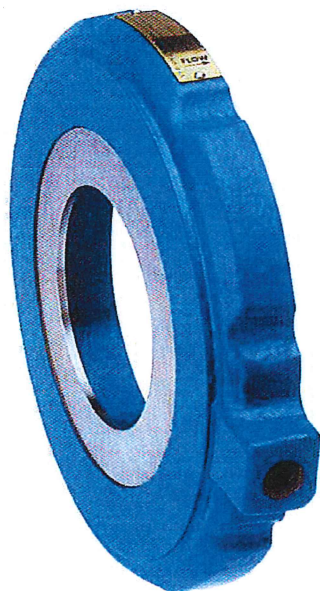
E-40-01/640-01 (R-1/2013)



— MODEL — **X52E**

Orifice Plate Assembly

- Wafer Design
- Fits ANSI 125, 150, 250, 300
- Optional Materials Available
- Easy to use size Selection Chart



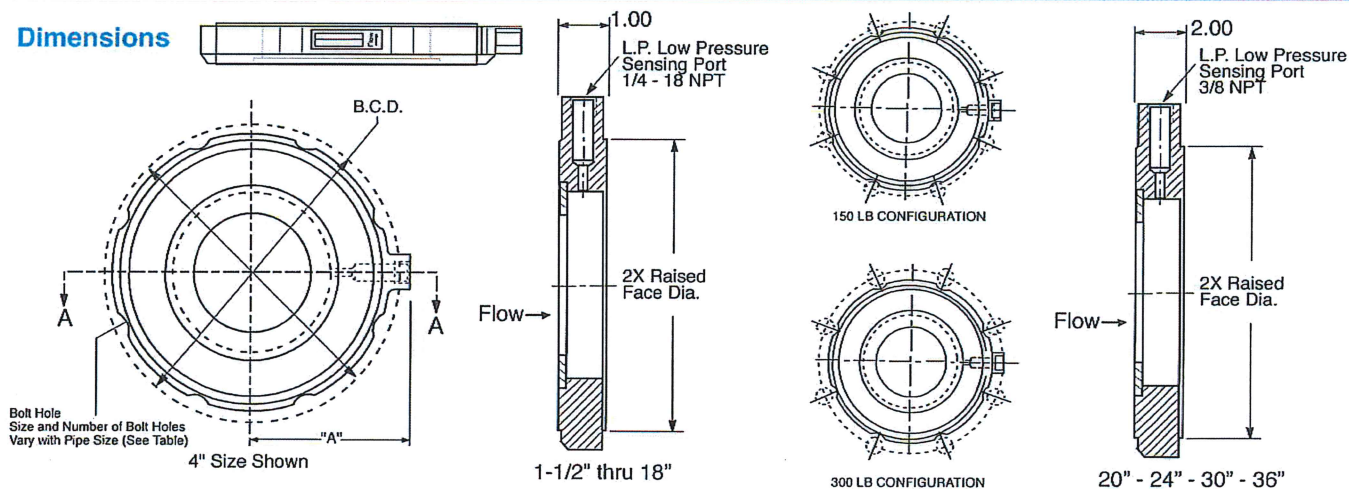
The Cla-Val Model X52E Orifice Plate Assembly is typically used with Cla-Val flow control valves. The orifice plate is an essential component used to generate a specific, predictable pressure drop in the system. The X52E uses a wafer design holder which offers a compact light-weight assembly that is easy to install. The X52E has a Chamfered "Inlet" side so even after installation, correct orientation can be easily verified.

The orifice plate portion of the assembly is made of 302 stainless steel with other materials options also available. The plate is machined to a recommended "square edge". The plate holder portion of the assembly is Ductile Iron standard. Fusion-bonded epoxy coating is an option. The holder may be made of other materials.

Selecting an orifice plate bore size is made by using charts provided.

We recommend installation of this assembly with the sensing port to the side of the pipeline to prevent air pockets and obstructions in the sensing line. Installation adjacent to a butterfly valve is not recommended as the orifice plate assembly may interfere with the opening of this type of valve.

Dimensions



NOMINAL PIPE SIZE (inches)		1-1/2	2	2-1/2	3	4	6	8	10	12	14	16	18	20	24	30	36
Diameter of Flange		3.63	4.25	5.00	5.75	7.00	9.75	12.00	14.14	16.50	19.00	21.12	23.50	25.62	27.25	30.26	36.26
Diameter of Raised Face		2.88	3.63	4.13	5.00	6.19	8.50	10.63	12.75	15.00	16.25	18.50	21.00	23.00	23.50	29.25	35.25
"A" Dim from CL to top of boss		2.31	2.62	3.00	3.38	4.00	5.38	6.50	7.62	8.75	10.00	11.06	12.50	13.75	16.00	19.50	22.88
Diameter of Bolt Circle (B.C.D.)		3.88	4.75	5.50	6.00	7.50	9.50	11.75	14.25	17.00	18.75	21.25	22.75	25.00	29.50	36.00	42.75
150 Lb.	Number of Bolts	4	4	4	4	8	8	8	12	12	12	16	16	20	20	28	32
	Radius of Bolt Holes	.31	.38	.38	.38	.38	.44	.44	.50	.50	.56	.56	.62	.62	.69	.69	.81
300 Lb.	Diameter of Bolt Circle	4.50	5.00	5.50	6.63	7.88	10.63	13.00	15.25	17.75	20.25	22.50	24.75	27.00	30.38	CF*	CF*
	Number of Bolts	4	8	8	8	8	12	12	16	16	20	20	24	24	20	CF*	CF*

*Consult Factory



Sizing An Orifice Plate Bore

1. In determining a bore size, the nominal flow rate (or range of flow) and the pipe size in which the orifice plate assembly will be installed must be known.
2. Sizing a bore for:

A constant flow rate:

Select the sizing chart that matches pipe size and locate the flow rate under the nominal column which is closest to required flow; select the corresponding bore size dimension.

Example:

A 6" pipe with a desired constant flow of 700 gpm. Using the 6" chart, the closest flow in the nominal column is 670 gpm which has a corresponding bore size of 3.80".

6" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
4.60	490	1960	1100
4.40	435	1740	980
4.20	380	1520	850
4.00	330	1320	750
3.80	300	1200	670
3.60	265	1060	590
3.40	230	920	520
3.20	200	800	450
3.00	175	700	395
2.80	150	600	340
2.60	130	520	295
2.40	110	440	245

A flow range:

Select the sizing chart that matches pipe size and locate required flow range between the minimum and maximum limits of an orifice bore. Frequently the flow range will fit between more than one bore size. To resolve this, decide the flow rate that system will be operated at most frequently. Locate the flow which is closest to this under the nominal flow column, and select the corresponding bore size dimension.

Example:

A 6" pipe with a flow range of 300-1000 gpm. Using the 6" chart, more than one bore size can accommodate this range. The most frequent flow rate will be 500 gpm. Using the nominal flow column, the closest flow is 520 gpm which has a corresponding bore size of 3.40"

6" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
4.60	490	1960	1100
4.40	435	1740	980
4.20	380	1520	850
4.00	330	1320	750
3.80	300	1200	670
3.60	265	1060	590
3.40	230	920	520
3.20	200	800	450
3.00	175	700	395
2.80	150	600	340
2.60	130	520	295
2.40	110	440	245

Orifice Plate Bore Chart

2" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
1.55	55	220	125
1.50	50	200	115
1.40	42	168	95
1.20	29	116	65
1.00	19	76	45
.80	12	50	28

2½" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
1.87	80	330	180
1.60	55	220	120
1.40	40	160	88
1.20	28	115	62
1.00	19	80	43
.80	12	50	28

*For 1 1/2" bore information please consult the factory



3" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
2.29	120	480	270
2.20	105	420	240
2.00	84	336	190
1.80	65	260	145
1.60	50	200	115
1.40	38	152	86
1.20	28	112	62
1.00	19	76	43

4" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
3.00	205	820	450
2.80	170	680	390
2.60	140	560	310
2.40	115	460	260
2.20	96	384	215
2.00	78	312	175
1.80	63	252	140
1.60	49	196	110
1.40	38	152	84
1.20	28	112	62

6" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
4.60	490	1960	1100
4.40	435	1740	980
4.20	380	1520	850
4.00	330	1320	750
3.80	300	1200	670
3.60	265	1060	590
3.40	230	920	520
3.20	200	800	450
3.00	175	700	395
2.80	150	600	340
2.60	130	520	295
2.40	110	440	245

8" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
6.00	830	3320	1850
5.80	760	3040	1700
5.60	680	2720	1550
5.40	620	2480	1400
5.20	570	2280	1275
5.00	515	2060	1150
4.80	470	1800	1050
4.60	425	1700	950
4.40	385	1540	860
4.20	345	1380	780
4.00	310	1240	700

10" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
7.50	1300	5200	2900
7.00	1075	4300	2400
6.50	880	3520	1950
6.00	730	2920	1650
5.50	600	2400	1350
5.00	490	1960	1100
4.50	390	1560	870
4.00	310	1240	690
3.50	235	940	525
3.00	175	700	385

12" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
9.00	1850	7400	4200
8.50	1575	6300	3500
8.00	1350	5400	3000
7.50	1150	4600	2600
7.00	980	3920	2200
6.50	840	3360	1875
6.00	700	2800	1575
5.50	580	2320	1300
5.00	480	1920	1075
4.50	385	1540	870

14" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
10.00	2350	9400	5200
9.50	2025	8100	4500
9.00	1750	7000	3900
8.50	1500	6000	3400
8.00	1300	5200	2900
7.50	1150	4600	2500
7.00	960	3840	2150
6.50	820	3280	1850
6.00	700	2800	1550
5.50	585	2340	1300
5.00	480	1920	1075
4.50	385	1540	860



16" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
11.50	3100	12400	7000
11.00	2700	10800	6100
10.50	2400	9600	5400
10.00	2100	8400	4700
9.50	1850	7400	4200
9.00	1650	6600	3650
8.50	1450	5800	3250
8.00	1250	5000	2850
7.50	1100	4400	2450
7.00	950	3800	2150
6.50	810	3240	1800
6.00	700	2800	1550

24" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
17.00	8500	25500	15000
16.00	7500	21500	12500
15.00	6100	18400	10500
14.50	5700	17000	9800
14.00	5200	15600	9000
13.50	4800	14400	8300
13.00	4400	13200	7600
12.50	4000	12100	7000
12.00	3700	11100	6400
11.50	3400	10100	5800
11.00	3100	9200	5300
10.50	2800	8300	4800

18" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
13.00	5200	15500	9000
12.00	4100	12300	7100
11.50	3700	11000	6400
11.00	3300	9850	5700
10.50	2950	8800	5100
10.00	2600	7850	4550
9.50	2350	6200	3600
9.00	2100	6200	3600
8.50	18500	5500	3200
8.00	1650	4850	2800
7.50	1400	4250	2450
7.00	1250	3650	2100

30" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
22.00	14500	44000	25000
21.00	12000	35000	20500
20.00	10500	31000	19000
19.00	9500	28000	16000
18.00	8500	24500	14500
17.00	7500	22000	12500
16.00	6500	19000	11400
15.00	5600	17000	9900
14.00	4900	14600	8500
13.00	4200	12600	7300
12.00	3700	11000	6400
11.00	3000	8500	5000

20" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
14.00	6000	18000	10500
13.50	5300	16000	9500
13.00	4800	14500	8500
12.50	4300	12900	7500
12.00	3900	11700	6700
11.50	3400	10500	6100
11.00	3200	9500	5500
10.50	2900	8600	5000
10.00	2600	7700	4500
9.50	2300	6100	3600
9.00	2000	6100	3600
8.50	18000	5400	3200

36" Valve / Pipe Size			
Bore Size	Flow - gpm		
	Min.	Max.	Nominal
26.00	20000	60000	35000
24.00	16000	48500	28000
22.00	13000	39000	22500
21.00	12000	35000	20500
20.00	10500	31000	18000
19.00	9500	28000	16000
18.00	8500	24500	14500
17.00	7500	22000	12500
16.00	6500	19300	11000
15.00	5600	16900	9800
14.00	4900	14600	8500
13.00	4200	12600	7300



E-X52E (R-9/2011)

CLA-VAL

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Represented By:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. BOARD APPOINTMENTS: Consideration, discussion and possible action regarding Resignation, Appointments and Removal. I appoint Jimmy Crouch to the Parks Board and Tree Advisory Committee for the unexpired term of Mark Gracy. If Council affirms this appointment, I ask that Council remove Mr. Crouch from the Construction Standards Board. If Council complies with Mayor's request for the previous two items, Mayor Kesselus appoints Dianna Rose to move from Alternate 1 to the position currently held by Mr. Crouch on the Construction Standards Board.

2. Party Making Request: City Manager Michael 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:

Subject: FW: FORMAL RESIGNATION

From: Mark Gracey [<mailto:markogracey@yahoo.com>]
Sent: Friday, June 12, 2015 8:05 AM
To: Marty Duvall
Cc: Trey Job; Ken Kesselus Personal; Traci Chavez; Jason Alfaro; Dildine, William (Parks Bd)
Subject: Re: FORMAL RESIGNATION

I resign from the parks board due to declining health issues. It has been an honor to serve and I hope a suitable replacement will be found soon.
Mark Gracey

On Wednesday, June 10, 2015 2:42 PM, Marty Duvall <mduvall@cityofbastrop.org> wrote:

Mark,

Would you please email me a formal letter of resignation from the Parks Board, if that is your intention? We cannot fill your position without this.

The time you have spent serving on the Parks Board is greatly appreciated. We wish you well in your future endeavors.

If I can be of further assistance, please do not hesitate to ask. Take care, Mark.

Ms. Marty DuVall, Administrative Assistant
& Special Event Coordinator
Public Works, Parks & Rec, Custodial, & W/WW Field Utilities
1209 Linden Street (physical)
P. O. Box 427 (mailing)
Bastrop, TX 78602
Office: 512/ 332-8920 / Fax: 512/ 321-1313
Personal Cell: 512/ 993-4550
mduvall@cityofbastrop.org

Be kinder than necessary because everyone you meet is fighting some kind of battle ☺

-----Original Message-----

From: City of Bastrop, TX
Sent: Wednesday, June 10, 2015 2:26 PM
To: Marty Duvall
Subject:



received
4/14/15

CITY OF BASTROP

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

<http://www.cityofbastrop.org>

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

New Appointment: ☐

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	CROUCH	First	Jimmy (James)	Middle	Robert
Street Address	605 Buttonwood St.		Mailing Address	605 Buttonwood St.	
Apt/Unit #	City	Bastrop	State	TX	
ZIP Code	78602				
Phone	(801) 381-8883		E-mail Address	jimmy.crouch@att.net	
Date Available	05.01.15		I have lived in Bastrop	2 years.	
Place of Employment	Big-D Const. Corp				
Have you filed an application here before? YES ☐ NO ☒ If so, when?					
Have you ever been convicted of a crime? YES ☐ NO ☒ If so, when?					
Do you reside within the City Limits of Bastrop? YES ☒ NO ☐ Currently Employed YES ☒ NO ☐					

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Forrest McNabb	Relationship	Employer
Company	Big D Const Corp	Phone	(801) 415-8000
Full Name	Kevin Pilny	Relationship	Friend / Co-worker
Company	Big D Const Corp	Phone	(801) 381-9699
Full Name	Steve Talbot	Relationship	Friend
Company	Tx Dot	Phone	(512) 284-0028

SECTION C: ADDITIONAL INFORMATION

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

I am not currently serving on any boards.

What qualifies you to serve on the board(s) you are applying for? 35 years experience as a business owner and manager for a large construction company. I have contracted and managed over \$500M of construction.

Why do you want to serve on the board(s) you are applying for? I would like to contribute to the community and be a part of the coming growth cycle.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

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

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

DISCLAIMER AND SIGNATURE

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

Signature

Jimmy Cloud

Date

April 16, 2015

WRITTEN NOTICE

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

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

OFFICE USE ONLY

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



CITY OF BASTROP

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

RECEIVED MAY 19 2015

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

New Appointment: ☒

Request for Re-Appointment: ☐

SECTION A: APPLICANT INFORMATION

Last Name	Rose	First	Dianna	Middle	B.
Street Address	709 Buttonwood St		Mailing Address		
Apt/Unit #	City	Bastrop	State	TX	ZIP Code 78602
Phone	512 585 4610		E-mail Address dburley64@gmail.com		
Date Available	immediate	I have lived in Bastrop	12	years.	Place of Employment D's Home Inspection Svc.
Have you filed an application here before?		YES ☒	NO ☐	If so, when? 2014	
Have you ever been convicted of a crime?		YES ☐	NO ☒	If so, when?	
Do you reside within the City Limits of Bastrop?		YES ☒	NO ☐	Currently Employed YES ☒ NO ☐	

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

SECTION B: REFERENCES

Please list three professional references.

Full Name	Brandon Badeaux	Relationship	Business
Company	Acadian Builders	Phone	512 589-3523
Full Name	Vince Kaiser	Relationship	Business
Company	Vince Kaiser Homes	Phone	512 - (Texas Assoc. of Real Estate F&SP)
Full Name	Andrea Barnard	Relationship	Director of TAREI of Real Estate F&SP
Company	TAREI	Phone	512 370 1977

SECTION C: ADDITIONAL INFORMATION

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

YES. BAIPP

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

I'm a TREC Licensed Home Inspector 12 yrs - Also serve on TREC Inspector Advise Commi Hec
Building/Inspection experience.

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

Historic Landmark Commission

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

☐ Architect, Planner, Designer

☒ Licensed Real Estate Professional

☐ Own Commercial Historic Structure/Property

☐ Own Residential Historic Structure/Property

☐ General Resident of City of Bastrop

☐ Planning and Zoning Member

☐ Bastrop County Historic Society Member

DISCLAIMER AND SIGNATURE

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

Signature

Dianna B. Ripe

Date

5/13/2015

WRITTEN NOTICE

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

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

OFFICE USE ONLY

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

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **June 17, 2015**MEETING DATE: **June 23, 2015**

1. VISION TASK FORCE: Consideration, discussion and possible action regarding Vision Task Force Report and Special Report of the Marketing Initiative.

2. Party Making Request: Council Member Kay Garcia McAnally

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**

8. Staff Recommendation

9. Advisory Board: ___ Approved ___ Disapproved ___ None

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

11. Action Taken:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **June 17, 2015**MEETING DATE: **June 23, 2015**

1. Consideration, discussion and possible action regarding the Petition Requesting Consent of the City of Bastrop to West Village Municipal Utility District's Application for Road Power Authority Submitted by Allen Boone Humphries Robinson LLP.
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:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
8. Staff Recommendation
9. Advisory Board: ____Approved ____Disapproved ____None
10. Manager's Recommendation: ____Approved ____Disapproved
____None
11. Action Taken:

RECEIVED
6-15-15

ALLEN BOONE HUMPHRIES ROBINSON LLP
ATTORNEYS AT LAW

CENTRAL TEXAS OFFICE
1108 LAVACA STREET
SUITE 510
AUSTIN, TEXAS 78701
TEL (512) 518-2424
FAX (512) 518-2411
abhr.com

Direct Line: (512) 518-2420
Direct Fax: (512) 518-2410

jrichardson@abhr.com

Jody Richardson
Of Counsel

June 11, 2015

Mr. Michael Hass Talbot
City of Bastrop
904 Main Street
P.O. Box 427
Bastrop, TX 78602

Re: West Bastrop Village Municipal Utility District

Dear Mr. Talbot:

On the behalf of West Bastrop Village Municipal Utility District (the "District"), please find enclosed a Petition Requesting Consent of the City of Bastrop to West Bastrop Village Municipal Utility District's Application for Road Power Authority for consideration by the City of Bastrop (the "City").

For your convenience, we are enclosing a draft Resolution Consenting to Application to the Texas Commission on Environmental Quality for Acquisition of Road Powers by West Bastrop Village Municipal Utility District. If the City acts to grant its consent, we ask that you provide us five (5) originals.

Thank you for your assistance in this matter. Please feel free to contact me if you have any questions regarding the enclosed.

Sincerely,



Jody Richardson
Attorney for the District

Enclosures

Cc: Ms. Jo-Christy Brown
Law Offices of J.C. Brown, P.C.
1411 West Avenue, Suite 100
Austin, TX 78701

**PETITION REQUESTING CONSENT
OF THE CITY OF BASTROP
TO WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT'S
APPLICATION FOR ROAD POWER AUTHORITY**

**STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF BASTROP, TEXAS:

The Board of Directors of West Bastrop Village Municipal Utility District (hereinafter, the "District"), pursuant to the provisions of Section 54.234, Texas Water Code, as amended, hereby respectfully petitions the City of Bastrop, Texas (the "City"), requesting the City's consent to the District's acquisition of road powers, and would show the following:

ARTICLE I

The District was duly created by the Texas Commission on Environmental Quality (the "TCEQ") on April 24, 2007, and is authorized to operate under Chapter 54, Texas Water Code, upon a Petition filed by the owners of land within the boundaries of the District.

ARTICLE II

Section 54.234, Texas Water Code, authorizes a district to acquire the authority to design, acquire, construct, finance, issue bonds for, and convey to another governmental entity a road that is a thoroughfare or arterial or collector

ARTICLE III

Section 54.016, Water Code, provides that consent of a city is required when land within a District is within a city's corporate boundaries or extraterritorial jurisdiction for creation of, annexation by, and other grants of new authority for a district.

ARTICLE IV

At the meeting of the Board of Directors at which the Petition to the TCEQ was approved and its submittal to the TCEQ was authorized, the Board of Directors also authorized this petition to the City for its consent to the District's acquisition of road powers.

WHEREFORE, the District's Board of Directors prays that this Petition be considered at the next regular meeting of the City of Bastrop, and that the City grant the Petition and enter an Order Consenting to the District's acquisition of road powers, pursuant to Section 54.234, Texas Water Code.

RESPECTFULLY SUBMITTED this ____ day of _____, 201__.

WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT

By: Kalinda Howe

Kalinda Howe, President,
Board of Directors

ATTEST:

By: K. Lynn Frank

K. Lynn Frank, Secretary,
Board of Directors

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 17, 2015

MEETING DATE: June 23, 2015

1. Consideration, discussion and possible action regarding a Resolution consenting to the application to the Texas Commission on Environmental quality for Acquisition of Road Powers by West Bastrop Village Municipal Utility District

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:

RESOLUTION NO. 2015 -10

**A RESOLUTION OF THE BASTROP CITY COUNCIL, CONSENTING TO THE
APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL
QUALITY FOR ACQUISITION OF ROAD POWERS BY THE PREVIOUSLY
APPROVED WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT**

WHEREAS, the addition of road powers under the authority of Article III, Section 52 of the Texas Constitution to the West Bastrop Village Municipal Utility District (the "District") is proposed for the benefit of the public, including the construction of necessary roads and related infrastructure, and such District is located within the extraterritorial jurisdiction of the City of Bastrop (the "City"); and

WHEREAS, pursuant to Section 54.234 of the Texas Water Code, ("Code") the District is seeking approval from the Texas Commission on Environmental Quality ("TCEQ") to authorize the District to exercise road powers, thereby allowing the District to finance and construct such roads and related improvements to serve the land within the District; and

WHEREAS, the City is in support of such Application and therefore, grants its consent therefore, as well as consent to issue road bonds, should the issuance of road bonds be approved by the voters in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BASTROP, as follows:

Section 1: The City consents to the acquisition of road powers for the Bastrop West Village Municipal Utility District; pursuant to Section 54.234 of the Texas Water Code, for the addition of road powers under Article III, Section 52 of the Texas Constitution.

Section 2: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED the day of 2015.

Mayor Ken Kesselus

ATTEST:

Traci Chavez, Interim City Secretary