

Bastrop City Council
June 9, 2015 at 6:30 pm



Pursuant to the Texas Government Code, Chapter 551, the Bastrop City Council will hold a Regular Meeting on the aforementioned date in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider the following matters:

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE –**
3. **INVOCATION –** A Toast to Bastrop, Mayor Kesselus
4. **PRESENTATIONS –**
 1. Shawn Kirkpatrick – Update on BEDC Board Activities
5. **PROCLAMATIONS - NONE**
6. **CITIZEN COMMENTS**
7. **ANNOUNCEMENTS –**

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.*

TAB PG REQUESTOR		
A.1	Consideration, Discussion And Possible Action On Approval Of The Second 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	A.1 1 BEDC Executive Director Shawn Kirkpatrick
A.2	Consideration, discussion and possible action regarding approval of minutes from Regular Council Meeting May 12, 2015 and Special Council Meeting May 19, 2015.	A.2 4 Interim City Secretary Traci Chavez
A.3	Approval of Bastrop Marketing Corporation's Request for reimbursement of expenses.	A.3 20 Interim Chief Financial Officer Tracy Waldron

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

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

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| B.1 PUBLIC HEARING: Consideration, discussion and possible action on a request to 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. | B.1 23 | Interim
Planning
Director
Yvonne
Pritchard |
| | | |
| B.2 FIRST READING of a proposed Ordinance granting a zone change 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; setting out conditions; and providing an effective date. | B.2 50 | Interim
Planning
Director
Yvonne
Pritchard |

C. OLD BUSINESS - NONE

D. NEW BUSINESS

- | | | |
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| D.1 Consideration, discussion and possible action on request to waive building permit fees associated with the new construction of a Single Family Residence, at 1905 Wilson by Austin Habitat for Humanity and the amount of \$358.02 | D.1 59 | Interim
Planning
Director
Yvonne
Pritchard |
| D.2 Consideration, discussion and possible action on awarding an Agreement for Professional Planning Services regarding the City of Bastrop Comprehensive Plan & Transportation Master Plan. | D.2 61 | CM Mike
Talbot |
| D.3 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" | D.3 88 | CM Mike
Talbot |

- | | | | |
|-----|--|-----------------------|---|
| D.4 | Consideration, discussion and possible action expressing support for the XS ranch to create a “Public Improvement District” for Phase I of the XS Ranch project and authorizing the City Manager to work with officials of XS Ranch in the creation of a “Public Improvements District” for Phase I of the XS Ranch Project. | D.4 136 | CM Mike Talbot |
| D.5 | Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of TISH WINSTON , Place 3, Planning & Zoning Commission/Impact Fee Advisory Board | D.5 155 | Mayor Ken Kesselus |
| D.6 | Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CONNIE SCHROEDER , Place 5, Planning & Zoning Commission/Impact Fee Advisory Board | D.6 158 | Mayor Ken Kesselus |
| D.7 | Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DEBBIE MOORE , Place 7, Planning & Zoning Commission/Impact Fee Advisory Board | D.7 162 | Mayor Ken Kesselus |
| D.8 | Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending in April 30, 2015. | D.8 165 | Interim Chief Financial Officer Tracy Waldron |
| D.9 | FIRST 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. | D.9 191 | Mayor Ken Kesselus |

E. EXECUTIVE SESSION

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

1. **SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to water permits and supply and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda including contracts.
2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property

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

F. ADJOURNMENT

CERTIFICATION

I, Traci Chavez, Interim City Secretary, certify that this notice of meeting was posted at the Bastrop City Hall on the 5TH. Day of **June 2015** at **5:00 pm**



NOTICE OF ASSISTANCE AT PUBLIC MEETINGS; THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND A MEETING AND WHO MAY NEED ASSISTANCE ARE ENCOURAGED TO CONTACT THE CITY SECRETARY AT 512-332-8800. PLEASE PROVIDE A FORTY-EIGHT (48) HOUR NOTICE. Confirmed by KR

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 3, 2015

MEETING DATE: June 9, 2015

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF THE **SECOND 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

2. Party Making Request: **Bastrop EDC Director, Shawn Kirkpatrick**

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: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

8. Staff Recommendation:

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

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken: _____

RESOLUTION NO. R-2015-10

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS,
APPROVING PROJECT(S), USING FUNDS PROVIDED BY THE BASTROP
ECONOMIC DEVELOPMENT CORPORATION, IN AN AMOUNT EXCEEDING
\$10,000.**

WHEREAS, the Board of the Bastrop Economic Development Corporation ("BEDC") met on April 20, 2015, and at that time took formal action to support and provide funds for various 4B projects; and

WHEREAS, Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project that does not directly create primary jobs, involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the April 20, 2015, actions of the BEDC related to the projects noted herein below, has considered and evaluated those projects, and has found them meritorious of the Council's approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following projects, which have been approved for funding by the BEDC:
 - a. To fund a façade/mega grant in an amount up to \$25,000 to Anne & Richard Smarzik for renovations to the building at 925 Main Street, Bastrop, Texas.
 - b. To fund a façade/mega grant in an amount up to \$25,000 to Donald Bennet for renovations to the building at 711 Chestnut Street, Bastrop, Texas.
 - c. To fund a façade/mega grant in an amount up to \$15,000 to the Bastrop Chamber of Commerce, 927 Main Street, Bastrop, Texas.
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

(3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 26th day of May 2015.

READ and ADOPTED on Second Reading on the 9th day of June 2015.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Traci Chavez, Interim City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **June 3, 2015**MEETING DATE: **June 9, 2015**

1. Approval of minutes for the Regular City Council meetings held on May 12, 2015 and May 19, 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 MINUTES
BASTROP CITY COUNCIL
MAY 12, 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, Willie DeLaRosa, Dock Jackson, Joe Beal and Gary Schiff.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Assistant Chief James Altgelt led the Pledge of Allegiance to the U.S. Flag and the Texas Flag.

3. INVOCATION

Mrs. Mary Schiff led the invocation

4. FAREWEL TO - Retiring Council Member Joe Beal

Mayor Kesselus recognized that Council Member Joe Beal was leaving the Council after 7 years of Service. Council Member DeLaRosa gave tribute and recognition to Mr. Beal's time on the Council. Council Members Gilleland and Garcia McAnally wished Mr. Beal much success in his new adventures. CM Talbot presented Mr. Beal with a crystal teardrop Plaque for his service and contributions to the City And its citizens. Council Member Jackson presented Mr. Beal with the U.S. Flag which had hung in the Council Chambers. Mayor Kesselus and former Mayor Terry Orr made closing remarks and presented Beal with a Proclamation claiming "Joe Beal Day". Mr. Beal expressed his gratitude to the citizens of Bastrop and to the Council and welcomed new Council Member Gary Schiff.

5. SWEARING IN OF COUNCIL MEMBER PLACE 4

Bastrop Municipal Court Judge, The Honorable Charlotte Hinds administered the Oath of Office To Council Member Willie DeLaRosa.

6. SWEARING IN OF COUNCIL MEMBER PLACE 2

Bastrop Municipal Court Judge, The Honorable Charlotte Hinds administered the Oath of Office To Council Member Gary Schiff. Mr. Schiff addressed the Council and Mayor and stated he looked Forward to working with them.

7. PROCLAMATIONS

Mayor Kesselus read the Proclamation in honor of National Police Week May 10-16, 2015. The Assistant Chief of Police, James Altgelt accepted the Proclamation on behalf of the Bastrop Police Department.

8. CITIZEN COMMENTS

Debbie Moore addressed the Council regarding the Special Meeting held on May 7, 2015. She expressed concerns that the front doors to City Hall were locked and asked that this be addressed.

9. ANNOUNCEMENTS –

- A) Mayor's designation of Gary Schiff to represent the City on CAPCOG Clean Air Coalition Board
- B) Mayor's designation of Warren E. Pedersen to serve in his place on the Automated Red Light advisory Council, Place 6.

C) Other Announcements

1. BEDC Director, Shawn Kirkpatrick gave the Council a brief update on BEDC Board Meeting From April. This will be a continuous activity at Future Meetings. He gave kudos to all Who helped with the Job Fair and said it was a great success. Ms. McAnally stated that This was the second great idea that Ms. Gilleland has brought to the City including the Team Up to Clean Up which was a success as well.
2. Ms. Gilleland gave an update to Council on the Bastrop Job Fair. She stated that there were 300-350 job seeking adults and 30 were actually hired on the spot. Student day was a huge Success, the Chamber gained two (2) new corporate members and the Convention Center Received a great lead on a future event so it was a huge success and we hope to have it again next year maybe and several next year. CM Talbot and several Council Members gave Ms. Gilleland kudos for a job well done.
3. CM Talbot asked CFO Karla Stovall to come to the front of Chambers. He presented a crystal Award for years of service and informed the Council and audience that Ms. Stovall had taken The position of Chief Financial Officer for the City of Little Elm. Ms. Stovall will be greatly Missed and Mr. Talbot wished her all the success possible. Ms. Stovall was appreciative and Stated that CM Talbot was the best and that she will miss the City of Bastrop.

10. ORGANIZATIONAL MATTERS – See D.2

City Manager's Informational Report for May 12, 2015: Items for update, discussion & possible action:

I. Meetings and Events Attended:

- A. Special City Council Meeting of May 7, 2015

Update on City Projects and Issues:

- A. Discussion and Review of Water Usage for the period of April 1, 2015 through May 11, 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 "PEG" Channel" for the City of Bastrop.
- H. Update on the CBD Parking/Traffic Study.
- I. Update on the Farm Street Reconstruction Project.
- J. Update and Discussion on the "Street Lights" in Alley "B".
- K. Update on Water Filtration Project.
- L. Update on Critical Infrastructure Needs of the City of Bastrop.
- M. Update on the use of Fluoride Levels in the City of Bastrop's Water Supply.
- N. Update and Discussion on the FY-16 Budget Calendar
- O. Next Utility Meeting of the City Council
- P. Update on the Hotel/Motel and Community Support Projects.
- Q. Discussion and Possible Action on Requests from the Bastrop High School Track Teams to Place Signs in the City Right-of-Way.
- R. Update on Current Utility Reconstruction Projects.
- S. Update on the Tahitian Village Overpass.
- T. Update on the "Construction of Bus Shelters" in the Northern Area of the City.

II. 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

CM Talbot gave a brief overview from his CM Report on the following items.

Mr. Talbot addressed the following:

Item B – Gave update on Long Term Water Supply. Mt. Talbot gave Ms. Brown Kudos for writing an excellent brief.

Item C – Informed Council that AMI project was 85% complete and expected to Be completed by August 2015.

Item D – The City received five (5) proposals on the Solid Waste RFP. Staff are currently Reviewing the proposals.

Item E – Union Pacific will be here on May 21 to do diagnostics relating to Quiet Zone

Item F - Informed Council that the goal was to have this on the Agenda in the next Couple of weeks.

Item G – Mr. Talbot informed the Council that City Hall has been wired and we are now Waiting on equipment from AT&T and Time Warner Also the IT Technician position has been posted.

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 Approval of minutes for the Regular City Council Meetings held on April 14, April 28, and May 7, 2015

A.2 Approval of Bastrop Marketing Corporation's request for reimbursement of expenses.

A.3 Consideration, discussion and possible action regarding a request from "The Bastrop Homecoming Committee, Inc.," requesting a Variance to the Bastrop Code of Ordinances Section 8:02.002 sale, possession and consumption in parks and certain other areas.

Mr. DeLaRosa moved to approve the Consent Agenda, seconded by Ms. Gilleland and approved unanimously.

Mayor calls break from 7:45 PM to 7:50 PM

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

C. OLD BUSINESS - NONE

D. NEW BUSINESS

D.1 Consideration, discussion and possible action by the Council to provide a waiver of City Code Section 1.02.002 (d)(2) which will allow for a temporary postponement of the required bi-annual training session "May" Board/Commission Training Session to occur later in the Summer of 2015, after the Mayor and City Council have made some of the June Appointments of new Board, Commission and Task Force Members, for 2015 and directing the Staff to prepare an Amendment to the Code to make such change permanent, as well as authorizing the Staff to schedule the required training sessions at least twice per year and to require Board and Commission Members to complete online training within thirty (30) days of adoption of the Amendment and for future years within 30 days of appointment, including the state required online training, with the stipulation that non-compliance will result in a suspension of Board participation until training is complete. CM Talbot informed the Council that this would allow Staff time to redo ordinance so that the in house training would come after appointment was made by Mayor and confirmed by Council. Mayor Kesselus explained to the Council that the reason for this item is to allow Staff to reschedule the in house Ethics Training for Board Members to a future date after all appointments have been made so that all Members could participate. Connie Schroeder addressed the Council and stated she had recently attended the Ethics Commission Meeting and had some concerns regarding the approval of minutes. She feels that if the Commission only meets one time per year that a lot could be lost or things need to be approved sooner. Ms. Brown explained that the delay in approving the minutes, per say, do not delay the actions from those minutes. Ms. Schroeder also would like to see draft minutes on the website as well from all boards. Ms. Schroeder also pointed out the Judge Duggan term expired in 2014 and he has not been replaced/reappointed and feels that this Commission does not have a good Board Liaison. Brief discussion held by Council. CM Talbot stated that there would be a memo given to each Board Liaison regarding the action that they took at this last meeting so that all Board Members will be up to date on those actions.

Council Member Gilleland made the motion to approve the Agenda Item as is for Board Training, seconded by Council Member DeLaRosa and passed unanimously.

Mayor Kesselus called for a short break from 7:45 PM to 7:50 PM.

D.2 Consideration, discussion and possible action regarding :

- 1) Approval of Robert's Rules of Order to govern Council Proceedings;

- Council approved unanimously. Dock Jackson will remain Parliamentary.
- 2) Election of Mayor Pro Tempore
Ms. McAnally nominated Willie DeLaRosa for Mayor Pro Tempore, Seconded by Gary Schiff and passed unanimously with Mr. DeLaRosa abstaining from the vote.
 - 3) Election of Council Representative on the Hunter's Crossing Local Government Corporation Board Place 6
Ms. Gilleland made the motion for Dock Jackson to serve on the Hunter's Crossing Local Government Corp. Board Place 6, seconded by Ms. McAnally and passed Unanimously.

D.3 Consideration, discussion and possible action regarding approval of funding from Hotel/Motel Tax Funds, Tier 3 Allocation of Funding, and Special Funding from organizations.

- 1) Report from City Manager regarding Hotel Occupancy Tax Funds
- 2) Consideration and possible action regarding HOT Funds Tier 3 Protocol
- 3) Consideration and possible action regarding Special Requests for funding from:
 - A) Bastrop Opera House
 - B) Downtown Business Alliance
 - C) Bastrop Homecoming Committee
 - D) UPSTART

Mayor Kesselus explained the item and defined that this Tier funding is with left over funds as found in the Audit. CM Talbot explained the Report regarding HOT funds and the resulting ending fund balance of \$348,000.00 which would be available for the Tier 3 funding requests. He also stated that he had deducted the amount due for the Tahitian Overpass Art Work which resulted in the \$280,000.00.

Mayor Kesselus explained that item 3 are the Entities that have requested additional funding under Tier 3. Discussion continued. Mr. DeLaRosa stated that he was under the impression that we were waiting on a report from Cami Hardee. CM Talbot explained that that report is a marketing report for the Convention Center and not related to this item. Ms. Gilleland asked if this would be an appropriate time to discuss the funding that the City provided to the Bastrop Fine Arts Guild Building Project on Chestnut Street and to replace those funds taken from the General Fund and paid back from the HOT Fund. Ms. Gilleland stated that she confirmed with Ms. Stovall what percentage (15%) the City is capped at for art projects and confirmed that the amount of money that can be used towards repaying these funds from HOT monies is \$144,580.00.

Ms. Gilleland made a motion to begin allocation of 3rd Tier Hot Fund Protocol for \$144,580 to pay toward the allocated \$300,000 Art Guild Building. Mr. DeLaRosa seconded the motion. Ms. McAnally expressed her dislike of this item. She does agree that the project is a great one, however she does not think money should come out of HOT Fund or General Fund to help pay for it. 4 in Favor, 1 opposed (McAnally) Motion passed 4 to 1.

Mayor Kesselus reminded Council that they did not have to spend this money and it could be used to pay down the debt on the Convention Center. Mayor Kesselus stated that several people had signed up to speak. He introduced David Bragg as the first speaker. Mr. Bragg gave an overview, both old and new, of the operations and conditions of the Bastrop Opera House. He stated that it is a great venue, historical structure. Would truly like to see the City partner with the Opera House in getting the needed repairs taken care of. Mr. Jackson stated that he is sad to see the condition of the roof and would like to see the City assist in the restoration of the Opera House. Mr. DeLaRosa addressed Chester Eitz, Executive Director of the Opera House and asked

if there were other things that needed to be repaired. Mr. Eitz addressed the Council. He stated the roof was the main concern as the lack of drainage that water drains and gets trapped between the brick and plaster among other problems. Mr. Schiff asked how many other communities of our size have opera houses. Mr. Eitz replied a few but not many. Mr. Schiff stated that the Opera House is an asset to the community and it would be a shame to let it deteriorate. Ms. Gilleland asked Mr. Eitz if anything had changed since the letter he wrote in July. He stated that he has an entire new Governess Production Board with 9 board members and a 9 member Preservation Board. They would eventually also become a major fund raising entity for the Opera House. Ms. Gilleland asked if they had started raising funds pertaining to the roof. The Production Board is to present and promote and the other is to preserve and protect the Opera House and eventually be a major fund raising entity for the Opera House. The Preservation Board has not started raising money but have been waiting to see what was going to happen with the \$20,000 we already have. Ms. McAnally feels like it is probably more than just the roof that needs to be repaired. She would like the whole building to be assessed and see what the City can do to help. The Mayor thanked Mr. Eitz for being in attendance and speaking with the Council.

The Mayor introduced Ms. Naseem Khonsari, President of the Downtown Business Alliance. Ms. Khonsari gave an overview of their request for additional funding from HOT monies. The money would go toward a billboard campaign (\$50,000) and a digital campaign (\$24,000). The DBA and downtown businesses partnered together and started a billboard campaign which has been successful. She passed out some pictures to the Council regarding possible advertising. Ms. McAnally stated that she felt the billboard campaign was an excellent idea and felt the direction the DBA was headed was in the right one. Discussion continued. Ms. Gilleland stated that on the pictures that Ms. Khonsari passed out to Council seemed to be missing the logo which the City spent quite a bit of money on and asked it that would be changing. Ms. Khonsari stated that they elected not to use logos since it was such a collaborative effort among many and would expect people to google Bastrop and find out more that way. Ms. Gilleland stated she believed that was supposed to be part of the whole branding campaign. Ms. McAnally stated that Ms. Gilleland makes a good point and that the branding seems to have fallen a little out of place lately. Mr. Jackson feels the billboard pictures are clever and do fall in line with what we had done in the past and since there are so many partners it would not make sense to put everyone's mark on the boards but would like to see the brand on them. Mr. DeLaRosa asked when they started the billboards and Ms. Khonsari stated in October with the Christmas Events with five (5) boards and added three (3) more in January. She stated they are in the process of changing out the boards for the summer activities. Mr. DeLaRosa asked CM Talbot if BEDC currently owned any billboards and Mr. Talbot said he believed BEDC had gotten away from billboards. Ms. McAnally stated that DBA was instrumental in getting the billboard project off the ground but it is a benefit for the entire City. Mr. Schiff asked Ms. Khonsari where the project was financially. Ms. Khonsari stated they had raised \$60,000 and that covered the cost to run the eight (8) boards. This money would be for additional boards. Mayor Kesselus thanked Ms. Khonsari. Ms. Deborah Johnson, owner of a local business who contributed to the project, thanked the Council for their continued support they show toward downtown. She feels that the billboard campaign not only helped the downtown businesses but all businesses. She stated that her business sales increased by 23 percent from advertising, including the billboards. She feels the advertising campaign is working but there is still a long way to go. She stated that DBA was not asking the City to do something that they themselves are not willing to do. Discussion continued. Mayor Kesselus thanked Ms. Johnson. Mayor Kesselus stated that he felt there had been some great conversation on this item and also pointed out that on the Tier 3 Hot Funding that the Council cannot fund something that requires continual support, it needs to be a onetime only deal and likes the idea of it being a capital type request and feels like both of these requests are of that nature. Ms. Gilleland asked Mayor Kesselus to clarify that he was saying Tier 3 should be spent on infrastructure. He

explained that he just feels it is a good idea to spend money on those types of projects so that if the money is not available the next year it will not ruin someone. Discussion continues. Mayor Kesselus suggested the CM Talbot manage the Opera House project, let our engineer, engineer it, get the contractor and the same goes for the billboards – more bang for their buck so to speak.. Mr. Schiff feels the Opera House is a very critical needs project and you could not put on half a roof. As with the DBA you can do half the billboards and still get good effect. I would tend to look more toward the Opera House this year with the funds. Ms. McAnally stated that since there are three people here who are on BEDC she wanted to ask if BEDC did things like help fix roofs. Shawn Kirkpatrick, Executive Director for BEDC, explained that there are grants available. There are façade grants in the amount of \$5,000 which means a business would spend \$10,000 and BEDC would reimburse them \$5,000 and mega grants, which is also a reimbursement grant of 25% on a \$100,000 project which means the business spends \$100,000 and BEDC would reimburse them \$25,000. It would really be decided upon by the Board and what they would need will be a formal request, however he stated they had exceeded their budgeted line item for this and would be making a budget transfer to cover the overage. However, we have had some unexpected legal expenses and professional services expenses and once we cover those line items we will be out of contingency funds to cover the overages. It will totally be up to the Board to decide if they would fund the request once presented. Mr. Schiff also pointed out that anyone who requested, say the mega grant, they would have to have \$100,000 of their own money to contribute. The Mayor asked Mr. Schiff if it would be possible to instruct CM Talbot to use his Staff to come up with what is needed and what it would cost to do the roof repairs and then come back to see if we can work something out with the two entities. Ms. McAnally does not feel Council should be deciding how much money to spend until we know what needs to be done. Discussion continued. Ms. McAnally suggested that Mr. Eitz get with his board and be sure they are on board and get back with us so we can move forward. Ms. Gilleland asked about the two other entities listed on the Agenda. Mayor Kesselus stated that no one from those organizations are here tonight. Mayor Kesselus asked CM Talbot if there was a consensus on his part as far as understanding or did he feel Council needed a motion. CM Talbot stated he felt he understood just fine. CM Talbot stated he feels the Council wants him to do an analysis of the Opera House to address what needs classified as Phase I, the minimal improvements to stabilize the roof and get it in structurally sound and Phase II would be what elements could be added to enhance the appearance of the Opera House. Phase III, how we might be able to partner with BEDC to make those improvements needed right now. Ms. McAnally stated that would be her exact motion. Mr. Jackson states that Council does not need a motion at this moment. There was discussion to deal with the Opera House project first with hopes that there would be extra left over to assist with the billboard project. Mr. Schiff suggested that DBA also approach BEDC as they do have a marketing budget. Ms. Gilleland pointed out that we are about to start our next tier funding cycle and since this has been dragging on for over a year, can we make a decision now and suggested that we have this money and we know the requests of the entities here, so what if we split the \$136,000 in half between the two entities which is \$68,000 each and disperse the DBA funds now and the Opera House funds later after we know what is all needed. Mayor Kesselus asked Ms. Gilleland to make a motion.

Ms. Gilleland made the motion to take the exact dollar amount available in the Tier 3 and fund the DBA billboard project with \$68,000 and set aside \$68,000 toward the Opera House project. Ms. McAnally seconded the motion. Motion passed unanimously.

D.4 Consideration, discussion and possible action on approval of a Resolution to suspend the effective date proposed by Centerpoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program for 45 days, and authorize the

City's potential continued participation in a coalition of Cities known as the "Alliance of Centerpoint Municipalities. CM Talbot gave an overview of the item. CM Talbot asked Council that either he or Ms. JC Brown be giving the authority to deal with Centerpoint. Ms. Brown stated that the Resolution would allow for a 45 day delay to evaluate if the rate increase is fair to the payers. If you approve this Resolution it will allow Staff to better evaluate the situation.

Mr. Schiff made the motion to approve the Resolution, seconded by Mr. DeLaRosa. Motion passed unanimously.

D.5 Consideration, discussion and possible action of acceptance of a Resolution of the City Council of Bastrop, Texas regarding the creation of a "Good Neighbor Fund" to provide Monetary Assistance to City Utility Customers. Ms. Stovall gave overview of Resolution which creates the Good Neighbor Funds and related forms. These forms would be available on our website and in Utility Customer Service. Ms. McAnally stated that when Council decides who will "Qualify People" she would like to see the qualifications put on the website. Mr. Schiff stated he feels it is a great program but after seeing the form he would like to change the title from Good Neighbor Fund Application to Good Neighbor Fund Donation form. Ms. Stovall agreed. Ms. Gilleland asked what happened to the checkbox on the bill for a donation. Ms. Stovall explained that that method really creates a lot of work in the Utility Office. She stated that after checking with other Cities, they were able to collect more funds with a monthly donation option. Mayor Kesselus stated that Ms. Stovall presented a great plan and asked for a motion.

Ms. McAnally made the motion to accept the Resolution of the City of Bastrop Texas regarding the creation of a Good Neighbor Fund to provide monetary assistance to City Utility Customers. Mr. Schiff seconded the motion. Motion passed unanimously. Mayor Kesselus gave Ms. Stovall kudos on creating such a great program.

D.6 Consideration, discussion and possible action on the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop Texas, amending the budget for the Fiscal Year 2015 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date. Ms. Stovall gave an overview of the item and provided back up in the packet for their review.

Ms. Gilleland made the motion to approve the FIRST READING of the Ordinance and place on the Consent Agenda. Ms. McAnally seconded the motion. Motion passes unanimously (Mr. DeLaRosa was not present for the vote.)

Ms. Stovall thanked the Council and stated that her time with the City had been great. Council applauded Ms. Stovall.

Mayor Kesselus called a 7 minute recess at 9:23 PM. Council called back into session at 9:30 PM.

D.7 Consideration, discussion and possible action on the Preliminary Plat for The Colony MUD 1D, Section 1 Phase A being +/-23.301 acres and the Preliminary Plat for The Colony MUD 1D, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ). Ms. Brandon gave overview of the item. Ms.

Gilleland asked if Patio Homes meant zero lot line. Mr. Brandon stated that was correct. Mr. Schiff asked if we know why the one homeowner was opposed. Mr. Brandon stated fear of reduction in property values. Ms. McAnally asked if CM Talbot had a recommendation on this item. CM Talbot said he feels it does make a better connection through the Colony and felt it was a good plan.

Mr. DeLaRosa made the motion to approve the item. Ms. Gilleland seconded the motion. Motion passed unanimously.

D.8 Consideration, discussion and possible action on the Preliminary Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres and the Preliminary Plat for The Colony MUD 1E, Section 2 Phase B being +/-23.910 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ). Mr. Brandon gave overview of the item. CM Talbot stated that both he and Staff recommend approval.

Mr. Jackson made the motion to approve the item. Mr. DeLaRosa seconded the motion. Motion passed unanimously.

D.9 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CARL SPOONER Place 3, Cemetery Advisory Board.

Mr. DeLaRosa made the motion to confirm the appointment, seconded by Ms. Gilleland and passed unanimously.

D.10 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of TERRY SANDERS, Place 4, Cemetery Advisory Board. Ms. McAnally made the motion to confirm the appointment, seconded by Mr. DeLaRosa and passed unanimously.

D.11 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. **Item pulled for lack of application.**

D.12 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DAVID MOORE Place 3, Construction Standards Board. **Item pulled for lack of completed application.**

D.13 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. McAnally made the motion to confirm the appointment, seconded by Mr. DeLaRosa and passed unanimously.

Mayor Kesselus stated that he had heard from Council Members and Community Members that the EDC Board has been together so long that they have turned inward. I observed that my two predecessors' did nothing to promote turnover on this Board. Mayor Kesselus stated he feels that it is time to make some changes on this Board. Mr. Schiff addressed the Incumbents seem to have

been moved to 1 year terms when he feels the Incumbents should have the two year terms. He does not question the appointments only the places. He suggested Carlos Liriano and Steve Mills should have 2 year terms due to their experience. Kristi Koch, Cam Chavez should be moved to a one (1) year term. This would allow the Board to evaluate the performance of the new members as Carlos and Steve are proven to be of value to the Board. Mr. Jackson stated that he felt Mr. Schiff made a good recommendation. Mr. Jackson asked by Place 2 and Place 5 have been switched. Mayor Kesselus stated he has concerns about having three Council Members on the Board. Mayor spoke with Mr. DeLaRosa and asked him to stay on until November and then resign to assist and evaluate the new Board. Also placing Mr. Mills in a one year term will allow me to appoint him again for a two year term the next year. Ms. Gilleland stated that she does not agree with putting Mr. DeLaRosa on the Board only until November. If you are going to put him on the Board then he should have a real term.

D.14 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CAMILO (CAM) CHAVEZ Place 7, Bastrop Economic Development Corp. Mr. Schiff made the motion to confirm the appointment after moving Mr. Chavez to Place 6, seconded by Mr. Jackson. Vote taken Schiff and Jackson for; DeLaRosa, Gilleland and McAnally opposed, Motion fails.

Mayor Kesselus stated that he has heard the Council and will listen to what they are saying and work on these board appointments and will bring it back to Council next meeting, therefore Items D.15 through D.18 will be pulled from Agenda.

D.15 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of KRISITI KOCH Place 3, Bastrop Economic Development Corp.

ITEM PULLED

D.16 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CARLOS LIRIANO Place 6, Bastrop Economic Development Corp. **ITEM PULLED**

D.17 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of STEVE MILLS Place 2, Bastrop Economic Development Corp.

ITEM PULLED

D.18 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of WILLIE DeLaRosa Place 5, Bastrop Economic Development Corp.

ITEM PULLED

D.19 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of LISA HINES, Ethics Commission. Ms. Gilleland brought up concerns about the relationship between Mayor Kesselus and Reverend Hines. Mayor does not feel there is any inappropriate relationship with Reverend Hines. He also pointed out that it is very difficult in a small town not to know a Council Member or employee of the City. He also

stated that the relationship they have does not involve any payment of any kind and that there is no employee/employer relationship at all. Mr. Jackson made the motion to confirm the appointment, seconded by Ms. Gilleland and passed unanimously.

D.20 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of CHRIS CARTWRIGHT (Chosen by Bastrop Historical Society) Historic Landmark Commission, Place 1. Ms. Gilleland made the motion to confirm the appointment, seconded by Mr. Schiff and passed unanimously.

D.21 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of SUSAN LONG (Owns Historical Commercial Structure) Historic Landmark Commission, Place 3. Ms. Gilleland made the motion to confirm the appointment, seconded by Mr. Schiff and passed unanimously.

D.22 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of DOCK JACKSON chosen under item D.2 to represent Council, Place 6, Hunters Crossing Local Government Corporation. Ms. McAnally made the motion to confirm the appointment, seconded by Mr. DeLaRosa and passed unanimously.

D.23 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of BRANDON JOHNSON (Resident, required), Place 7, Hunters Crossing Local Government Corporation. Ms. McAnally made the motion to confirm the appointment, seconded by Mr. DeLaRosa and passed unanimously.

D.24 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of LESA NEESE, Place 5, Library Board. Ms. McAnally made the motion to confirm the appointment, seconded by Mr. DeLaRosa and passed unanimously.

D.25 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of WILLIE SCHLICKEISEN, Place 7, Library Board. Mr. Schiff made the motion to confirm the appointment, seconded by Ms. McAnally and passed unanimously.

D.26 Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of JAIME MCDONALD, Place 8, Library Board. Ms. McAnally made the motion to confirm the appointment, seconded by Mr. Schiff and passed unanimously.

E. EXECUTIVE SESSION

No Executive Session was held.

F. ADJOURNMENT

At 10:23 PM, All Council Members unanimously agreed to adjourn.

APPROVED:

ATTEST:

Mayor Ken Kesselus

Interim City Secretary Traci Chavez

**MINUTES OF SPECIAL UTILITY MEETING/WORKSHOP
BASTROP CITY COUNCIL
MAY 19, 2015**

The Bastrop City Council met in a Special Utility Meeting/Workshop on Tuesday, May 19, 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, Gary Schiff, Willie DeLaRosa. Mr. Jackson was presenting an award for BHS and would be late.

- A. Mayor Kesselus called the meeting to order at 6:00 PM. Mayor Kesselus introduced Mr. Schiff and informed the group that Mr. DeLaRosa has been working in the field speaking with concerned citizens regarding out water permit process. He gave an overview as to why the Council has Utility Meetings.
- B. 6:08 PM Mayor Kesselus adjourned the Special Utility Meeting and the Council convened into the Utility Workshop Session to consider the following:

Ms. Gilleland complemented staff who came to her street to remove tree limbs from the wind. She Stated that they were courteous, friendly and prompt. Mr. Talbot stated that in those situations staff Really pulls together to get things done. Ms. McAnally commented that she also had a pleasant experience With the new meter installation crew. CM Talbot reviewed the 2nd. Qtr. Utility Report which is attached to these minutes. CM Talbot also stated that he wanted a breakdown on how our customers pay their bill. 36% of our customers come in and pay the bill in the utility office. They seem to enjoy coming in and visiting with the clerks. The Council had a discussion about Franchise Tax. Mayor Kesselus, after seeing the numbers, realizes that it is much less dramatic than he had originally thought. CM Talbot presented a street light map for the Council to review in order to see what areas of the City may need additional lighting. He stated that there is not a map of the West side of the City because Bluebonnet would not provide a street light map of their lights. Mayor Kesselus asked if Bluebonnet gave a reason for not providing the map and Curtis Ervin, Director of BP&L stated that he was told they simply could not provide it. Mayor Kesselus stated that he felt staff should stay on it and try to get the map. CM Talbot gave overview of the City's Street Light system. Mayor Kesselus suggested that CM Talbot speak with Bluebonnet employee Johnny Sanders. Tracy Waldron, Interim Chief Financial Officer, informed the Council that the AMI program is moving forward and that we are actually reading meters. Council thanked her for her help with the AMI program. CM Talbot stated that he hoped to have a street light draft policy to present at the next quarterly utility meeting. He feels there should actually be two, one for City and one for Bluebonnet. Mayor Kesselus stated that we transfer from the BP&L Fund to the General Fund roughly \$613,000 and he is suggesting that we on average (annually) pay \$35,000-\$45,000 for street lighting to BP&L and we could reduce that \$613,000 by the say \$40,000 so it comes out as a wash and it reflects a smaller transfer to the general fund.

CM Talbot began discussing the Critical needs options he has prepared for Council review. A copy of which is attached. CM Talbot gave a detailed explanation of each of the three (3) options. Discussions were held after each option was presented. Ms. McAnally asked CM Talbot out of the three options which he would recommend. CM Talbot stated that if push comes to shove he would recommend option three because over the last couple of years we have spent a considerable amount of money doing Farm Street in phases and he would like to see these projects completed, not in phases. Mayor Kesselus asked CM Talbot if we did option 3 where that would put us in terms of property taxes. CM Talbot answered it would put our tax rate at .598. Mayor Kesselus stated that Mr. DeLaRosa had informed him that years ago the Council had set a benchmark of .60\$ and make all attempts to keep it below that level. Discussion continued about the projects on the options. Mayor asked Council for its thoughts. Ms. McAnally said she would go with option 3 and was fine with it. Mr. Schiff asked if the City would be retiring any debt. Mayor Kesselus informed him that we have refinanced several CO's. Mayor asked if we could create Option 4 which would be Option 3 with the addition of Laurel Street. CM Talbot informed the Council that with Option 4 would create a tax rate at \$.605. Mr. Schiff asked

if Council had looked at the budget to possibly find some of the needed funds or can we pay for some of these items from existing budget items. Discussion continued. CM Talbot explained that the cost of Water and Wastewater infrastructure is being paid for out of the rate increase the City adopted some time ago and is not included in the cost of the options. There was discussion about City of Bastrop crews performing the street repairs over a contractor. CM Talbot explained what type of equipment and additional personnel would be necessary to accomplish this. Ms. McNally asked about partnering with the County on the purchase of a trucks. CM Talbot stated that Mr. Job, PW Director, has emailed and tried to have conversations with our Precinct Commissioner to no avail. Mayor Kesselus informed the Council that we have approached the Commissioner about at least providing some in kind services in exchange for the road tax that city resident's currently pay. Mr. Schiff would like to take this to a budget workshop and see what comes out of it. Mayor Kesselus asked Council to weigh in on Options 1-4. Ms. Gilleland asked if the options were contract numbers and CM Talbot stated yes. She also asked if there was contingency built into the amounts and if it was a possibility that the projects could come in cheaper. CM Talbot said it is a possibility any project could come in under budget and it can also go the opposite where the project goes over budget. There was discussion about Laurel Street and CM Talbot felt it will rank high on the comprehensive plan. Ms. Gilleland questioned if we should wait for the comprehensive plan before adding Laurel Street back into the options. CM Talbot confirmed that if we were to go with option 3 and it comes in under budget than we could use the extra money and do as much of Laurel Street as possible. We do have some flexibility with the bond money but it must be used on streets and nothing else. Mr. Jackson arrived at the meeting and apologized for being late but he was participating in the awards show at the high school. Mr. Jackson stated he had been reading on this and from what he had heard since he arrived he stated that in his opinion we should bite the bullet and take option 4 as it will not get cheaper and these projects need to be done. CM Talbot addressed Council and stated he was not expecting an answer from Council tonight and he wanted them to really review the options. Ms. Schiff stated he would like to see what debt is retiring to make room for new debt. Discussion followed. CM Talbot informed the Council that Ms. Waldron reminded him that the audit revealed that we had a fund balance higher than we had anticipated. We projected that we would start this fiscal year at \$3.4 million dollars and in actuality after audit was complete we started out with \$4.7 million. So that could be a source of funding. Mayor Kesselus asked CM Talbot to use that and work it into everyone's thoughts. Group discussion. Mr. Schiff said he would like to see City crews do some of the work if we have the funds even if it meant a little piece of work at a time. Mr. Jackson feels that by using City crews that there would be other projects and regular duties that would be overlooked or fall behind as there is not a lot of down time for City crews as it is. Mayor Kesselus asked CM Talbot to relay what he feels the Council is asking him to bring back to them. CM Talbot stated that clearly it was to rework all the options and be sure this is what we want and come back with a variety of financing options to pay for them. Ms. McNally stated that in addition to that that we in keeping our credit rating as it is then how much do we have available right now in excess to keep the rating the same. Mayor Kesselus pointed out also Mr. Schiff's request for the graduated situation of the bond payoff and also the excess in the fund balance from the audit to use that money for either bond indebtedness or equipment for PW and maybe a stock pile of material so the City crews can perform some of the repairs. Basically what is the best way to use the excess funds for street repairs? Mr. Schiff challenges Mr. Job to look at his department and see how the PW staff can do this work. CM Talbot feels that under Mr. Job's direction the quality of our street repairs has been drastically improved since Mr. Job has come on board. Mr. Schiff concurred that he feels the quality of work we are getting from our own crews seems to be better than what we are buying. Ms. Gilleland asked CM Talbot when he needed a decision from Council. He stated that if we are going to do any kind of bond issuance he would like to do it during the month of July because if we go beyond the month of July we may start to see an increase in the interest rate. Ms. Gilleland commented that if we could get it all done for under .60\$ she would be thrilled. Mayor Kesselus thanked Council, CM Talbot and Staff for a very good meeting with great dialog.

A citizen in the audience asked what the City's Bond Capacity is and where we are. CM Talbot responded that our bond rating is good because we are at the higher end of the chart and the type of bonds the council does are considered great bonds since you are investing infrastructure back into your community. Our bond capacity would be somewhere in the range of \$4,000,000 to \$8,000,000. The citizen also asked if any of these projects have been nominated for Campo funding. CM Talbot explained that the City has had several. We have done a lot of street work including Farm Street, Cedar Street, Chestnut Street, Pecan Street and also several streets on

the North side of the City. Yes we have applied for Campo funding as a matter of fact we have a sidewalk project application with them right now.

- C. At 8:09 PM Mayor Kesselus adjourned the Utility Workshop Session and reconvened back into Special Utility Meeting to take any actions necessary related to the Special Utility Workshop noted herein. CM Talbot expressed his appreciate for the comments and challenges. Mc. McAnally stated that she understood that Cities can buy a certain percentage of our power from other companies than just LCRA. CM Talbot responded that he is trying to find out more about that at this time.
- D. Executive Session – None held
- E. 8:10 PM Mr. Schiff made the motion to adjourn the meeting. Ms. McAnally seconded the motion which passed unanimously.

APPROVED:

ATTEST:

Mayor Ken Kesselus

Interim City Secretary Traci Chavez

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 3, 2015

MEETING DATE: June 9, 2015

1. Approval of Bastrop Marketing Corporation's request for reimbursement of expenses.

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

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:

**CITY OF BASTROP
FINANCE
DEPARTMENT**

Memo

To: Mayor, City Council and City Manager
From: Tracy Waldron, Interim Chief Financial Officer
Date: June 3, 2015
Re: Reimbursement of Accrued Bastrop Marketing Corporation Expenses

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

This request is for the time period for April 2015. There is a month lag in the receipt of the hotel occupancy tax monies.

It is recommended that Council approve the reimbursement of funds in the amount of \$80,297.41 for April 2015 to BMC in accordance with our agreement to be spent on advertising and marketing the City of Bastrop area. This amount represents 43% of the tax collections.

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

6/8/2015

Bastrop Marketing Corporation ("BMC")
October 2014 through September 2015 - Budget

	2014				2015								
	September	October	November	December	January	February	March	April	May	June	July	August	September
HRLPR Room Revenues	\$ 2,299,365.49	\$ 2,724,285.13	\$ 2,402,471.39	\$ 1,722,040.54	\$ 1,680,111.04	\$ 1,948,304.57	\$ 3,225,513.57	\$ 2,694,634.27	\$ 2,843,000.00	\$ 3,308,000.00	\$ 3,732,800.00	\$ 3,541,500.00	\$ 2,782,820
Exemptions	(3,169.71)												
Taxable Room Revenues	2,296,195.78	2,724,285.13	2,402,471.39	1,722,040.54	1,680,111.04	1,948,304.57	3,225,513.57	2,694,634.27	2,843,000.00	3,308,000.00	3,732,800.00	3,541,500.00	
City of Bastrop HOT Rate	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%
City of Bastrop HOT Tax	\$ 160,733.70	\$ 190,699.96	\$ 168,173.00	\$ 120,542.84	\$ 117,607.77	\$ 136,381.32	\$ 225,785.95	\$ 188,624.40	\$ 199,010.00	\$ 231,560.00	\$ 261,296.00	\$ 247,905.00	
Gross Liability to City	\$ 160,733.70	\$ 190,699.96	\$ 168,173.00		\$ 120,542.84	\$ 117,607.77	\$ 136,381.32	\$ 225,785.95	\$ 188,624.40	\$ 199,010.00	\$ 231,560.00	\$ 261,296.00	\$ 247,905.00
Hotel Owner Collection Allowance (1%)	(1,607.34)	(1,907.00)	(1,681.73)		(1,205.43)	(1,176.08)	(1,363.81)	(2,257.86)	(1,886.24)	(1,990.10)	(2,315.60)	(2,612.96)	(2,479.05)
Net Collection by City	159,126.36	188,792.96	166,491.27		119,337.41	116,431.69	135,017.51	223,528.09	186,738.16	197,019.90	229,244.40	258,683.04	245,425.95
Applicable % payable to BMC	43%	43%	43%		43%	43%	43%	43%	43%	43%	43%	43%	43%
Funds Available to BMC	68,424.33	81,180.97	71,591.25		51,315.09	50,065.63	58,057.53	96,117.08	80,297.41	84,718.56	98,575.09	111,233.71	105,533.16
Total Budget	\$957,109.81	Allocated:	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.15	79,759.16
Payment of Funds by City to BMC	\$ 68,424.33	\$ 81,180.97	\$ 71,591.25		\$ 51,315.09	\$ 50,065.63	\$ 58,057.53	\$ 96,117.08	\$ 80,297.41	\$ 84,718.56	\$ 98,575.09	\$ 111,233.71	\$ 105,533.16
		Paid 1/16/2015	Paid 2/5/2015		Paid 2/19/2015	Paid 3/11/2015	Paid 4/23/2015	Paid 5/22/2015	Currently Due				

Updated:

check: \$

149,605.30	221,196.55	322,577.27	380,634.80	476,751.88	557,049.29	641,767.85	740,342.94	851,576.65	957,109.81
159,518.30	239,277.45	398,795.75	478,554.90	558,314.05	638,073.20	717,832.35	797,591.50	877,350.65	957,109.81

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 3, 2015

MEETING DATE: June 9, 2015

1. Agenda Item: **PUBLIC HEARING: Consideration, discussion and possible action on a request to 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.**
2. Party Making Request: **Yvonne Pritchard, Interim Planning Director**
3. Nature of Request: (Brief Overview) Attachments: Yes X X No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
6. Alternate Option/Costs: _____
7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
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 Recommendation: XX Recommended Approval 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: _____

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

6/9/2015



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.

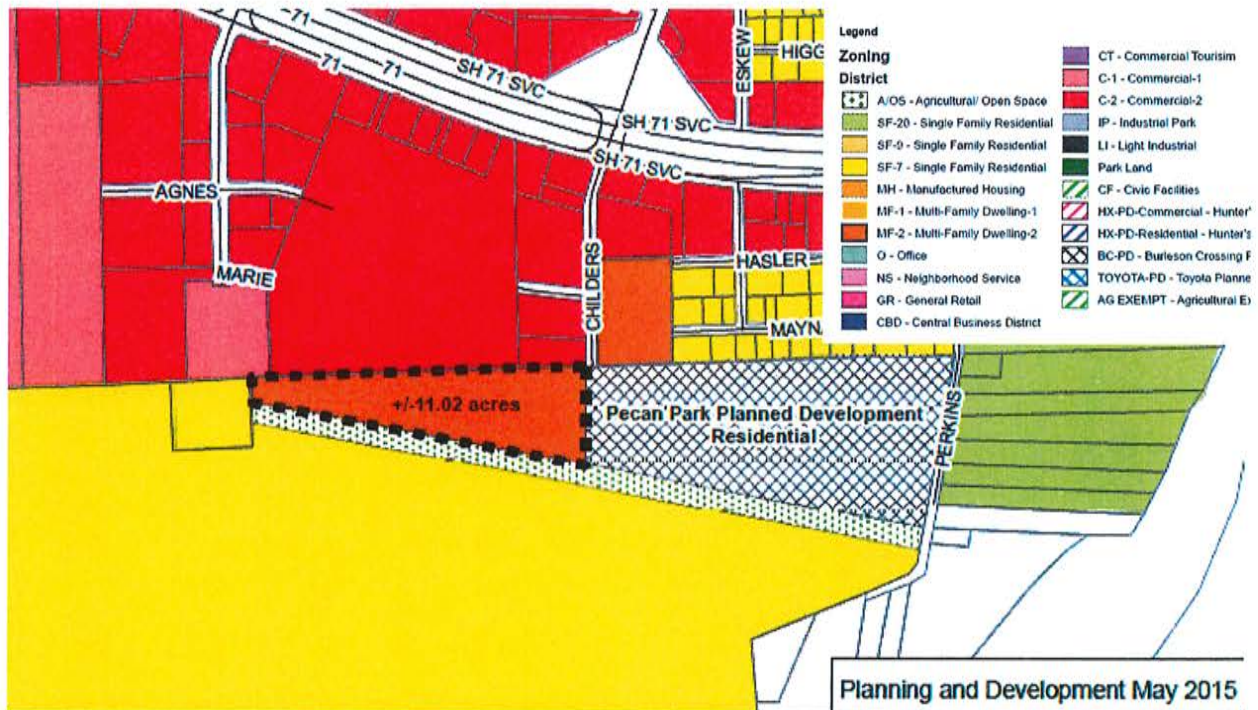
The following chart depicts general lot size and building setback requirements for SFA and the proposed PD, Pecan Park District requirements.

District	Min. Lot Area	Min. Dwelling Unit Size	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interi or Side Yard	Min. Side when two-story & adj. SF Zone	Min. Ext. Yard (See Sec.43.3)	Min. Rear Yard	Min. Rear when two-story & Adj. SF Zone	Max. Height of Build	Max. Lot Cover age by Build
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%

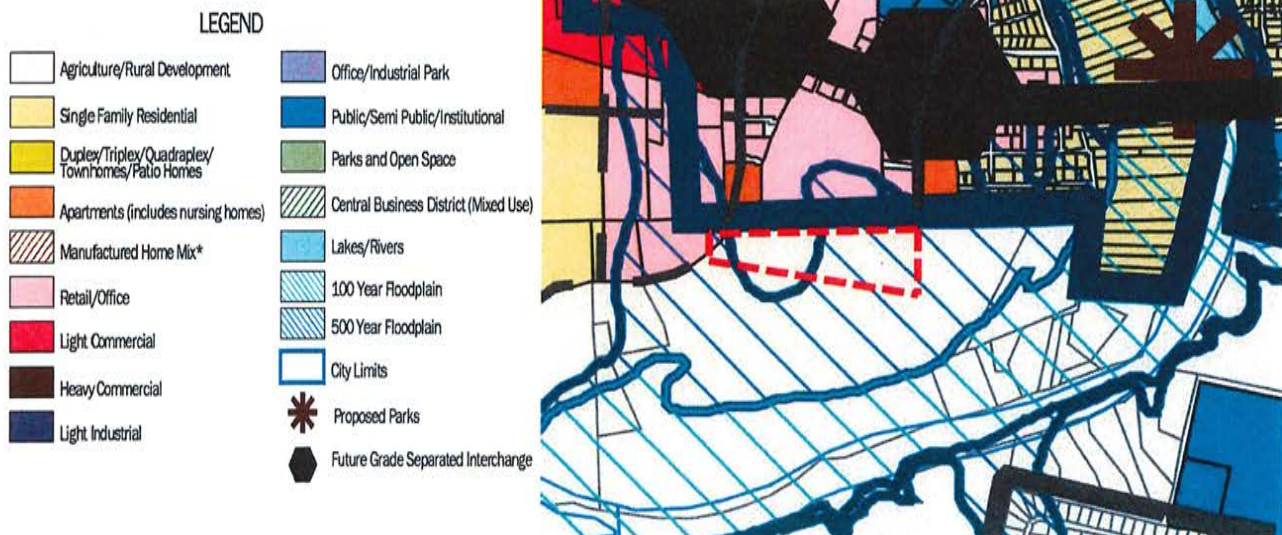
Surrounding Zoning and Land Uses:

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>(Excerpt 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



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SECTION 4 LOT STANDARDS

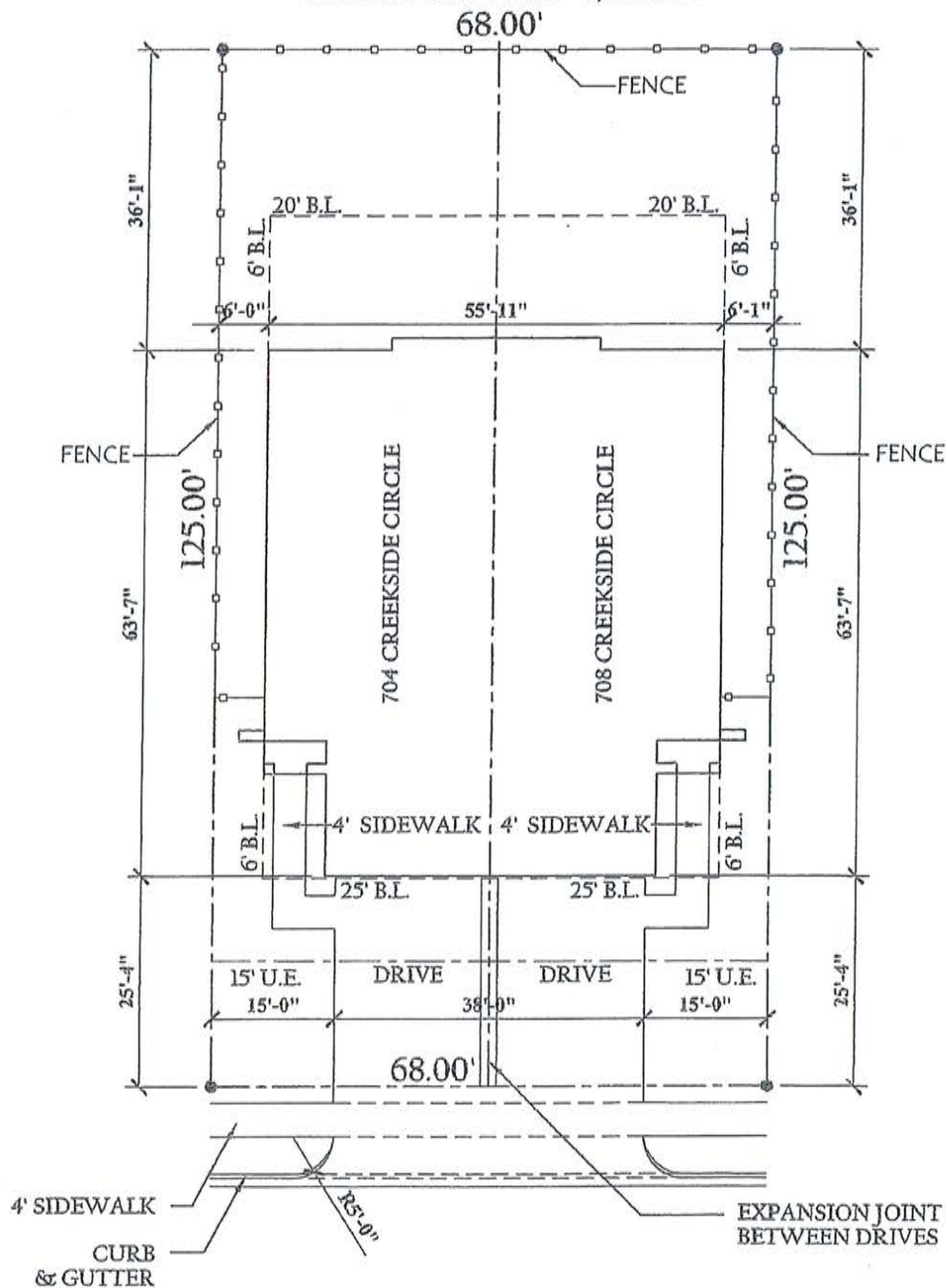
RIVER'S BEND AT PECAN PARK
BASTROP, TEXAS

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

SHEET P.L.S. 11-130025-1 AND CALLED PLANNING/2015-02-08 Section 4 Subdivision 4 Lot Standards 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.

SLAB AREA: 3,410 S.F.
FLATWORK AREA: 1,696 S.F.

FLATWORK AREA: 1,696 S.F.



CREEKSIDE CIRCLE

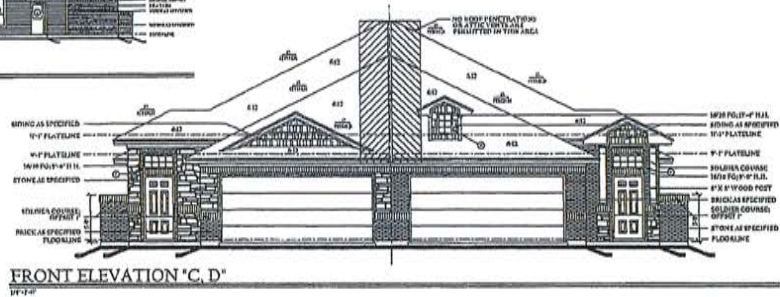
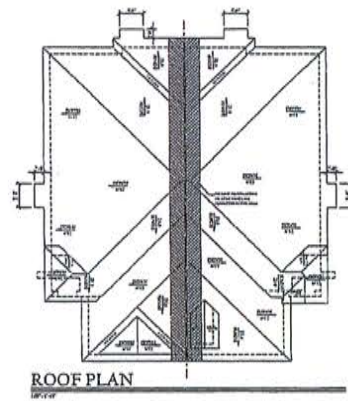
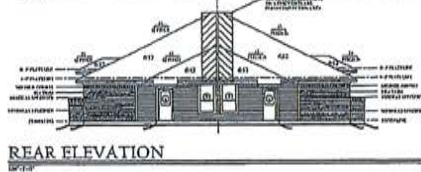
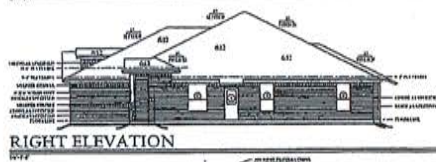
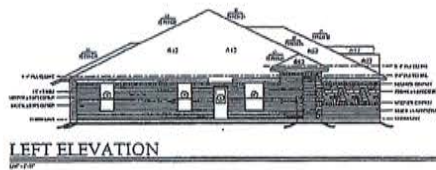
50' R.O.W.



PLAN
2504 E/F

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DATE
04-28-2014



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© 2013

DATE
10-08-2013

ADDRESS:
1012 25th St NW, Suite 200
Washington, DC 20001

PLAN
2504 C/D

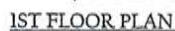
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Washington, DC 20001

1012 25th St NW, Suite 200
Washington, DC 20001

1012 25th St NW, Suite 200
Washington, DC 20001

1012 25th St NW, Suite 200
Washington, DC 20001

TOTAL:		
50. FOOTAGES		
WALL	250.00	80.00
CEILING	250.00	80.00
FLOOR	250.00	80.00
TOTAL	750.00	240.00
WALL	250.00	80.00
CEILING	250.00	80.00
FLOOR	250.00	80.00
TOTAL	750.00	240.00



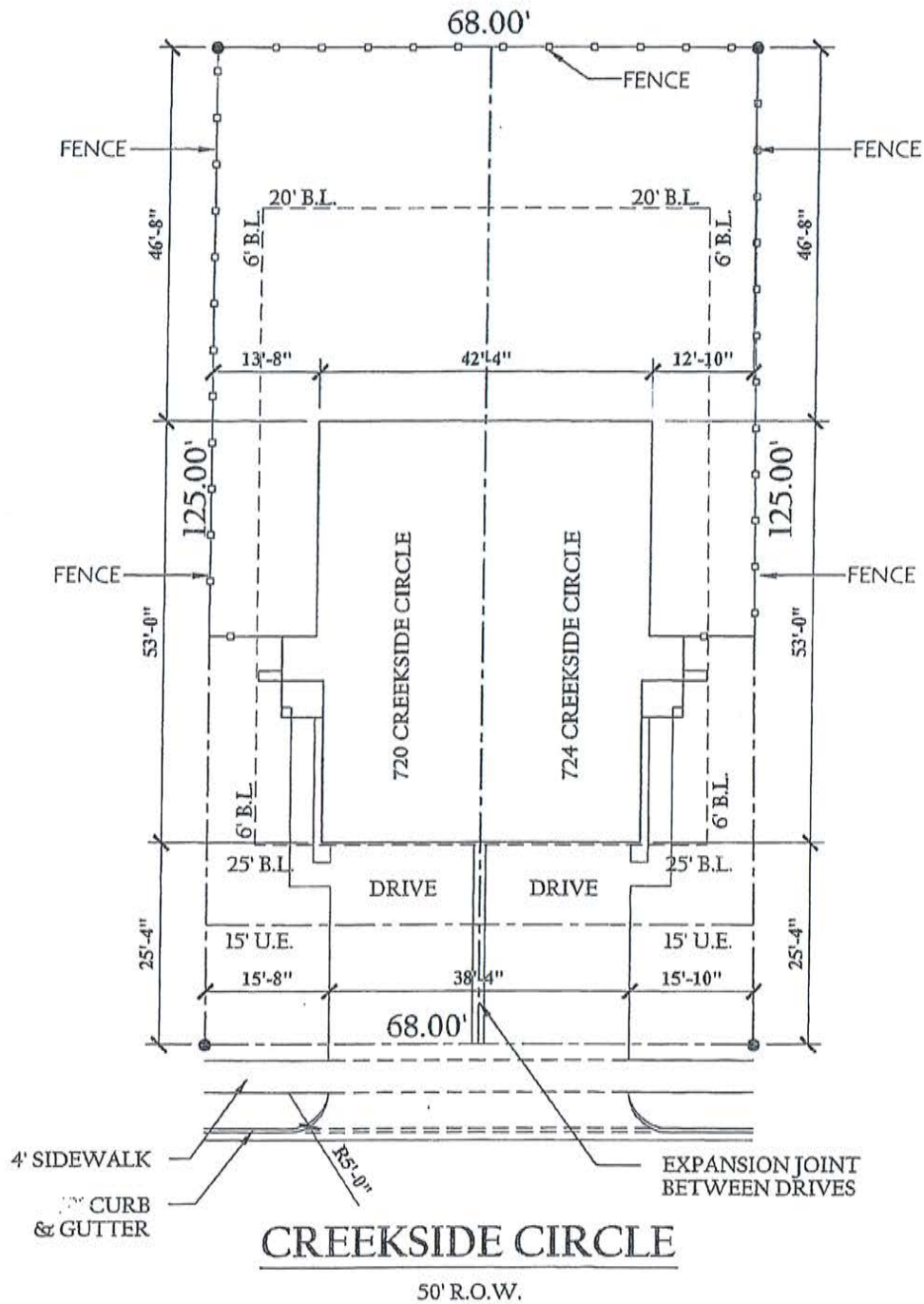
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of
4



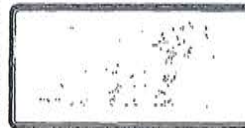
LOT 48 AREA: 8,663 S.F.

SLAB AREA: 2,304 S.F.

FLATWORK AREA: 1,675 S.F.

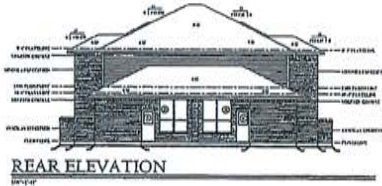
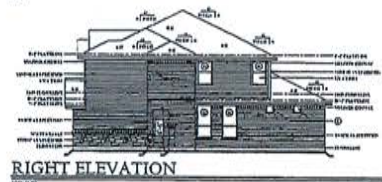
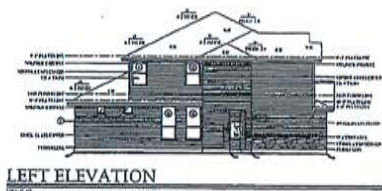


PLAN
2800 G/H



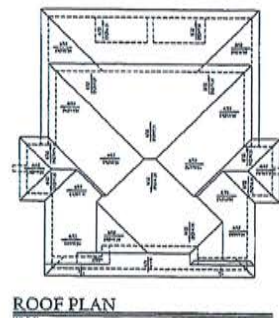
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DATE
04-28-2014



MATERIAL CALCULATIONS

ITEM	QTY	UNIT	PRICE	TOTAL
BRICK	1000	SQ. YD.	1.50	1500.00
CEMENT	100	SQ. YD.	1.50	150.00
SAND	100	SQ. YD.	1.50	150.00
ROOFING	100	SQ. YD.	1.50	150.00
PAINT	100	SQ. YD.	1.50	150.00
GLASS	100	SQ. YD.	1.50	150.00
DOOR	100	SQ. YD.	1.50	150.00
WINDOW	100	SQ. YD.	1.50	150.00
PLASTER	100	SQ. YD.	1.50	150.00
STUCCO	100	SQ. YD.	1.50	150.00
SHINGLES	100	SQ. YD.	1.50	150.00
ROOFING	100	SQ. YD.	1.50	150.00
PAINT	100	SQ. YD.	1.50	150.00
GLASS	100	SQ. YD.	1.50	150.00
DOOR	100	SQ. YD.	1.50	150.00
WINDOW	100	SQ. YD.	1.50	150.00
PLASTER	100	SQ. YD.	1.50	150.00
STUCCO	100	SQ. YD.	1.50	150.00
SHINGLES	100	SQ. YD.	1.50	150.00



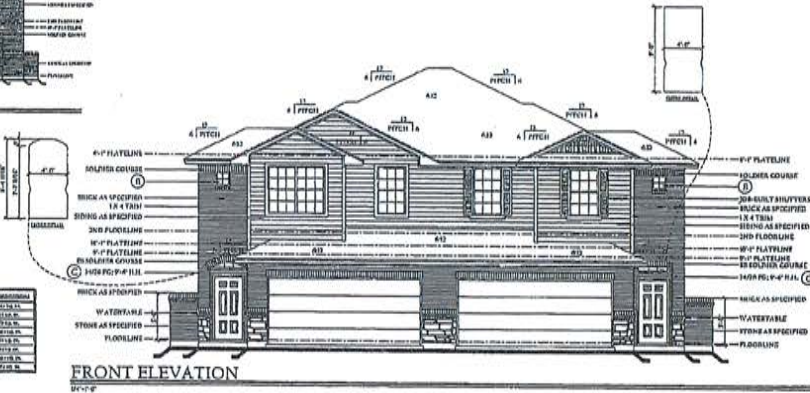
ROOF CALCULATIONS

ITEM	QTY	UNIT	PRICE	TOTAL
BRICK	1000	SQ. YD.	1.50	1500.00
CEMENT	100	SQ. YD.	1.50	150.00
SAND	100	SQ. YD.	1.50	150.00
ROOFING	100	SQ. YD.	1.50	150.00
PAINT	100	SQ. YD.	1.50	150.00
GLASS	100	SQ. YD.	1.50	150.00
DOOR	100	SQ. YD.	1.50	150.00
WINDOW	100	SQ. YD.	1.50	150.00
PLASTER	100	SQ. YD.	1.50	150.00
STUCCO	100	SQ. YD.	1.50	150.00
SHINGLES	100	SQ. YD.	1.50	150.00

NOTE
"HARD" PLANK SIDING IS TO BE USED
IN ALL AREAS MARKED FOR SIDING

WINDOW SCHEDULE

SCHEDULE	SIZE	NO.	WALL AREA	WIND AREA	WIND AREA	WIND AREA	WIND AREA
1	10'-0" x 12'-0"	1	120	120	120	120	120
2	10'-0" x 12'-0"	1	120	120	120	120	120
3	10'-0" x 12'-0"	1	120	120	120	120	120
4	10'-0" x 12'-0"	1	120	120	120	120	120
5	10'-0" x 12'-0"	1	120	120	120	120	120
6	10'-0" x 12'-0"	1	120	120	120	120	120
7	10'-0" x 12'-0"	1	120	120	120	120	120
8	10'-0" x 12'-0"	1	120	120	120	120	120
9	10'-0" x 12'-0"	1	120	120	120	120	120
10	10'-0" x 12'-0"	1	120	120	120	120	120



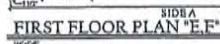
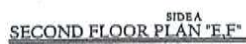
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DATE
04-29-2014

ADDRESS
2410 W. 10TH ST. - 10E

PLAN
2000 G/H

SHEET
2 OF 4



SIDE A/B			TOTAL		
SQ. FOOTAGES			SQ. FOOTAGES		
AREA	PERCENT	ACREAGE	AREA	PERCENT	ACREAGE
TRAIL FLOOR	414.16	465.12	TRAIL FLOOR	2,128.51	2,128.51
TRAIL WALL	1,035.36	1,171.20	TRAIL WALL	2,071.68	2,071.68
TRAIL ROOF	1,239.12	1,404.48	TRAIL ROOF	2,468.32	2,468.32
ADJACENT	10.00	11.36	ADJACENT	20.00	22.72
ADJACENT FLOOR	51.12	58.16	ADJACENT FLOOR	102.24	116.32
ADJACENT WALL	127.80	145.44	ADJACENT WALL	255.60	290.88
ADJACENT ROOF	1,518.12	1,718.40	ADJACENT ROOF	3,036.24	3,436.80
WATER, WASH AREA	1,035.36	1,171.20	WATER, WASH AREA	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
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WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
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WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
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WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68
WATER, WASH AREA ROOF	1,035.36	1,171.20	WATER, WASH AREA ROOF	2,071.68	2,071.68
WATER, WASH AREA WALL	1,035.36	1,171.20	WATER, WASH AREA WALL	2,071.68	2,071.68
WATER, WASH AREA FLOOR	1,035.36	1,171.20	WATER, WASH AREA FLOOR	2,071.68	2,071.68

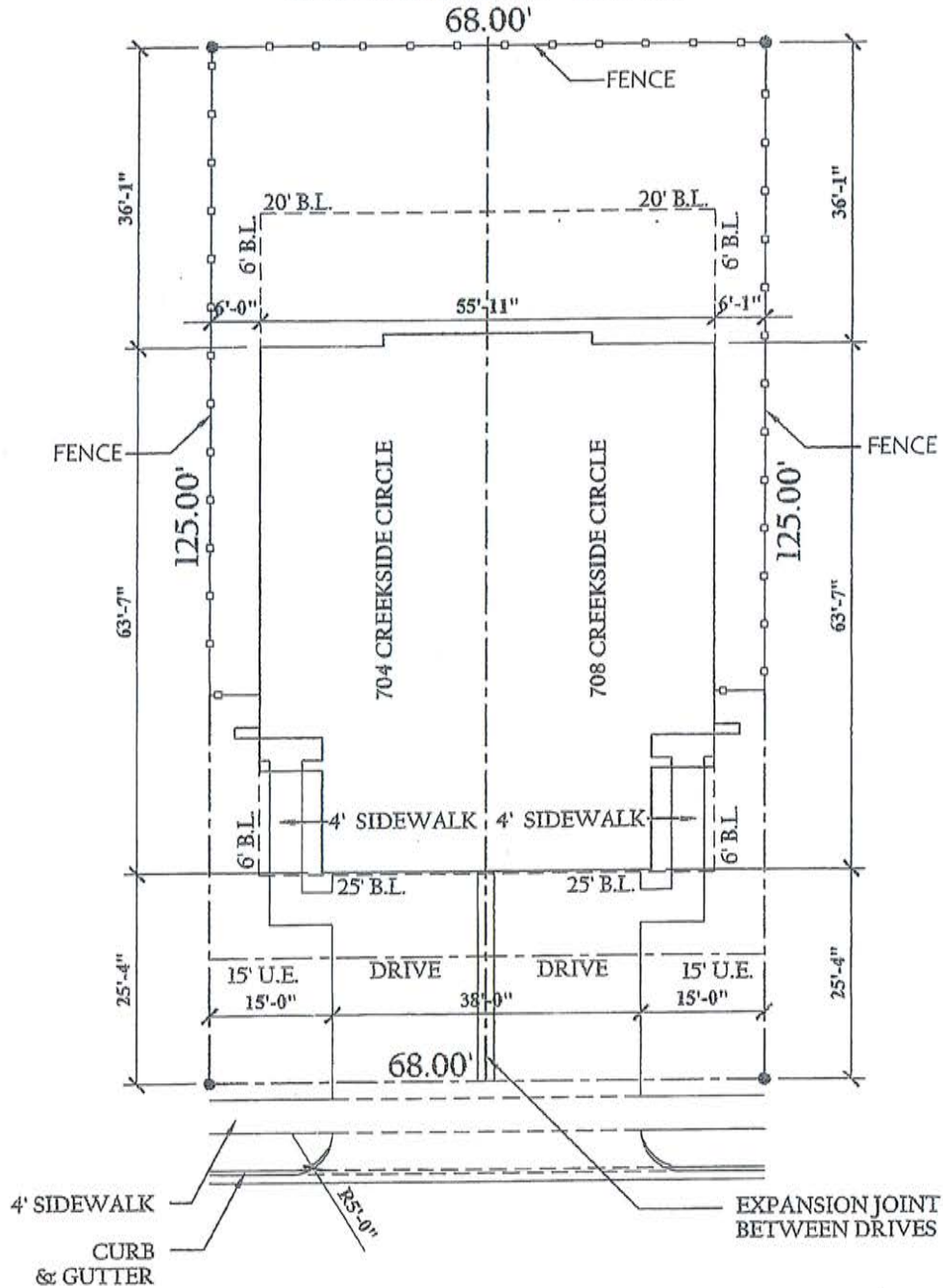
SHEET
1
OF
4



LOT 46 AREA: 8,500 S.F.

SLAB AREA: 3,410 S.F.

FLATWORK AREA: 1,696 S.F.



CREEKSIDE CIRCLE

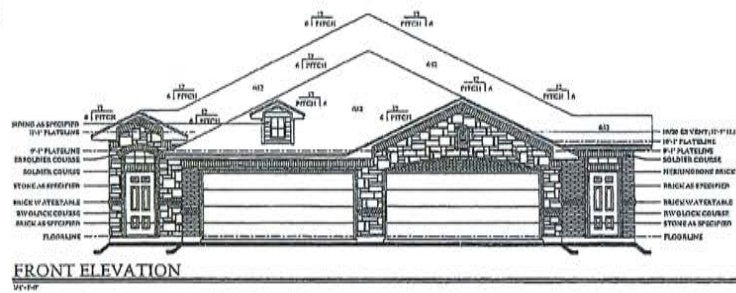
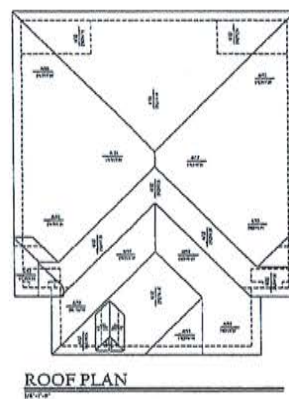
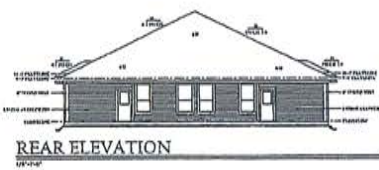
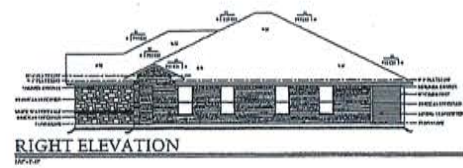
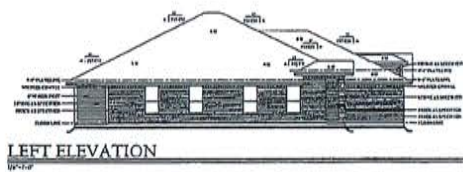
50' R.O.W.



PLAN
2504 E/F

COPYRIGHT
© 2014

DATE
04-28-2014



COPYRIGHT © 2015	
DATE 04-25-2015	
ADDRESS P.O. Box 1000 P.O. Box 1000	
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.

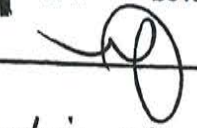
X
X

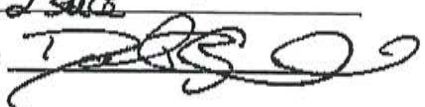
PROPERTY OWNER'S RESPONSE

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): 804.300.6325
Bastrop, TX
Mailing Address: 1801 Bayberry Ct, Ste 203 Email (optional): dchamberlain@gmail.com
Richmond, VA 23062
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 3, 2015

MEETING DATE: June 9, 2015

1. Agenda Item: **FIRST READING of a proposed Ordinance granting a zone change 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; setting out conditions; and providing an effective date.**

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

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) _____

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. _____

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.

District	Min. Lot Area	Min. Dwelling Unit Size	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interi or Side Yard	Min. Side when two-story & adj. SF Zone	Min. Ext. Yard (See Sec.43.3)	Min. Rear Yard	Min. Rear when two-story & Adj. SF Zone	Max. Height of Build	Max. Lot Cover age by Build
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 ____ day of June 2015.

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

APPROVED:

ATTEST:

Kenneth W. Kesselus
Mayor

Traci Chavez
Interim City Secretary

EXHIBIT A

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

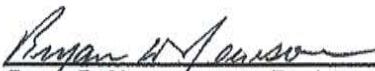
- 10) N 61° 33' 37" W, 48.97 feet to a calculated point on the north line of said 100-foot wide Electric Easement and said Parcel K, and
11) N 78° 16' 53" W, with said north line, 87.84 feet to the calculated southwest corner herein, being on the east line of said 2.798 acre tract; from which point an 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

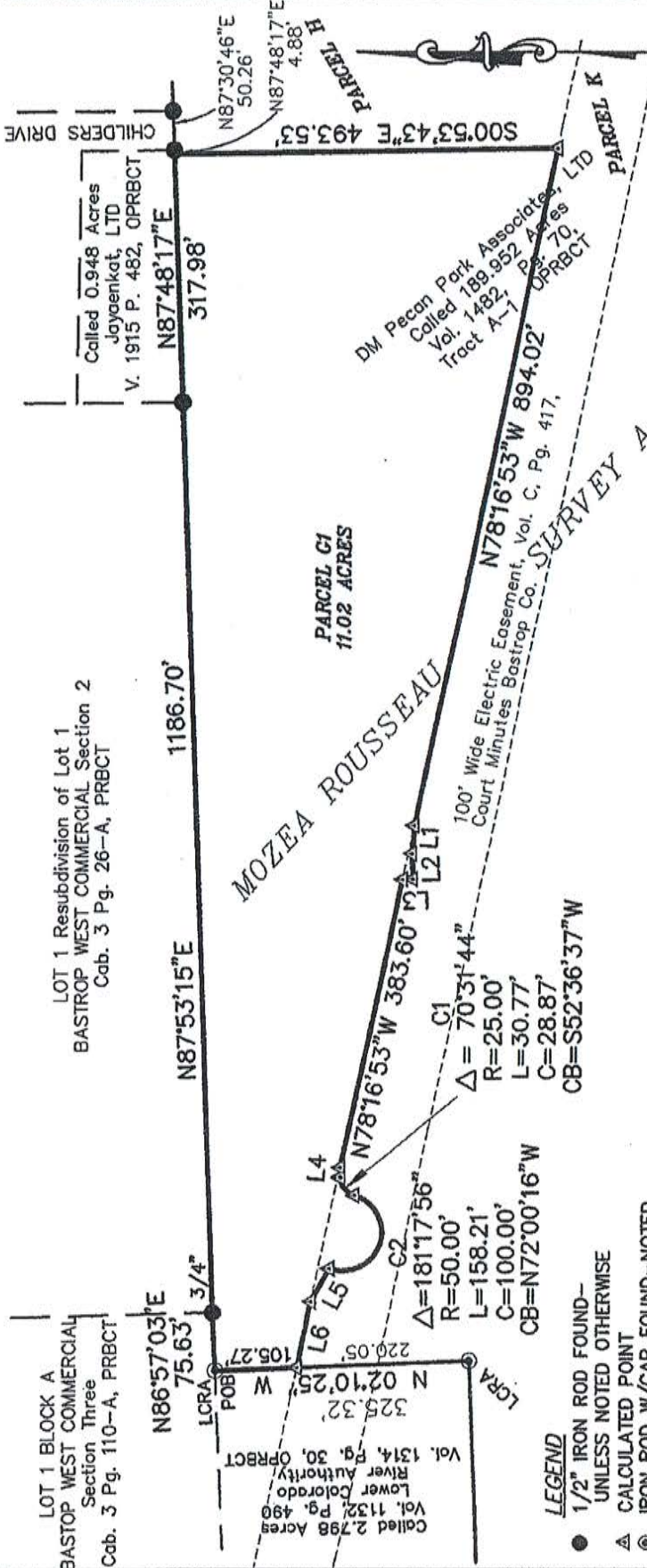



Bryan D. Newsome

Registered Professional Land Surveyor No. 5657

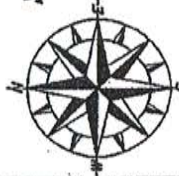
15 May, 2015
Date

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



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.
Dr. By: JMC Job #: 14001-01 DWG: FN-parcelG1
Date: May 15, 2015

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



SECTION 4 LOTTING PLAN
70 ATTACHED SINGLE FAMILY UNITS

RIVER'S BEND AT PECAN PARK
BASTROP, TEXAS



Scale: 1" = 120'
Date: April 26, 2015

reliable; however, DM Pecos Park Associates, LTD ("DM Pecos Park") has not made an representation is made by DM Pecos Park as to the accuracy of the information and same is drawn without limitation, change of price, unknown property conditions, governmental approval or withdrawal from the market without notice. Certain information set forth herein may contain confidential information. This information contains herein remains subject to further updating, and the information contained herein may be revised, changed, or discontinued without notice. Local delivery by all carriers is not guaranteed. DM Pecos Park is not responsible for any errors or omissions in this advertisement.

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.

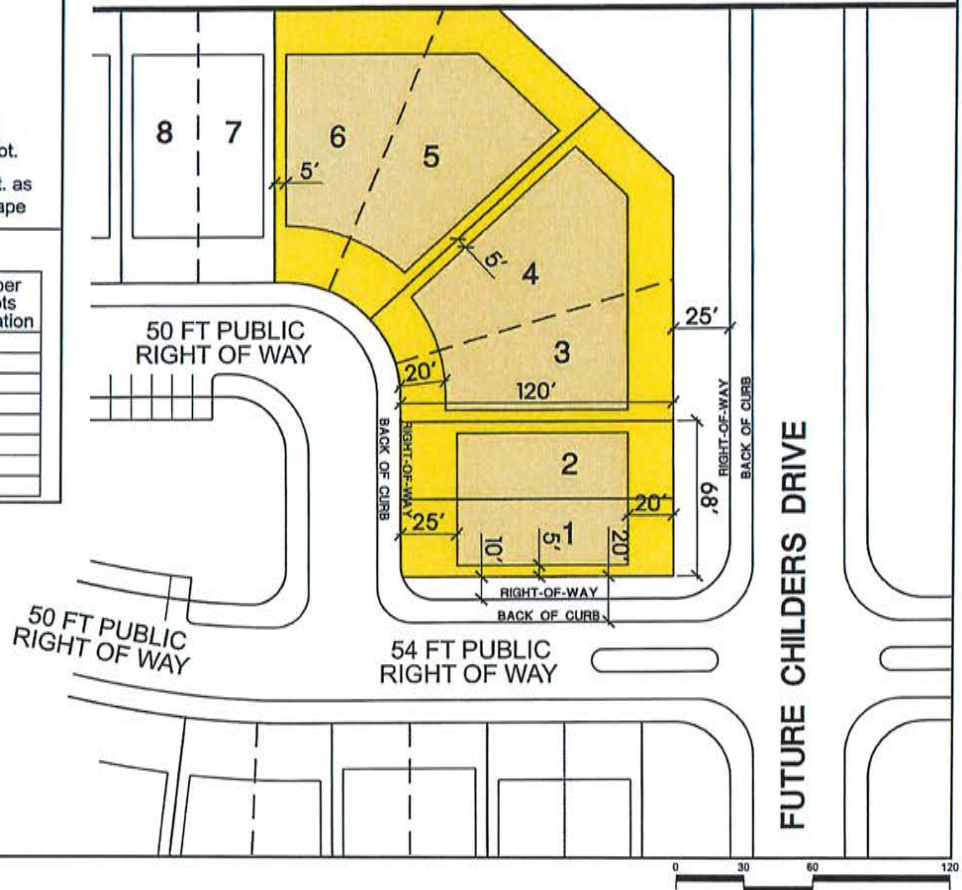
Note: Front yard setbacks vary between 20 ft. and 25 ft. as identified on the lotting plan to create a varied streetscape

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

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
1 (512) 246-7051 • 1 (512) 246-7733
www.secplanning.com • info@secplanning.com

SECTION 4 LOT STANDARDS

RIVER'S BEND AT PECAN PARK
BASTROP, TEXAS

EXHIBIT FILE: M:\000055-FIVE\Cadillac\PLANNING\2015-02-09 Section 4 Standards\Section 4 Lot Standards 2015-02-09.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.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 4, 2015

MEETING DATE: June 9, 2015

1. Agenda Item: **Consider waiver of building permit fees** associated with the new construction of a Single Family Residence, at 1905 Wilson, by the **Austin Habitat for Humanity**.
2. Party Making Request: Interim Planning Director Yvonne Pritchard (**Austin Habitat for Humanity**)
3. Nature of Request: (Brief Overview) Attachments: Yes X No
The construction of the Single Family Residence, at 1905 Wilson, includes the construction of a 1,086 square foot building, plumbing, electrical, and mechanical segments that require the issuance of building permits. The construction of this facility is being overseen by the non-profit community group, Austin Habitat for Humanity, for the benefit of the community. The community group has requested the waiver of building permit related fees to allow for their use for covering the construction costs of the project. Based upon the estimated value of construction, and square footage the anticipated various building permits the total permit fees are anticipated to be approximately \$358.02.
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____	_____	_____	_____
b) _____	_____	_____	_____
c) _____	_____	_____	_____
8. Staff Recommendation: Approval.
9. Advisory Board: _____ Approved _____ Disapproved _____ None
10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None
11. Action Taken: _____

June 4, 2014

Mayor Kenneth W. Kesselus
City of Bastrop
City Hall 1311 Chestnut Street
Bastrop, Texas 78602

RE: Permit Fees

Dear Mayor Kesselus and City Council:

Austin Habitat for Humanity has submitted a residential building permit application and the required plan sets for a property located at 1905 Wilson Street. We anticipate starting to build our first new house in Bastrop in late June/early July 2015. Our organization has also acquired a second residential lot to be built on at a later date. Austin Habitat has already started its first home repair project in Bastrop and was made possible through a grant from the City of Bastrop/Power and Light.

To date we have paid \$4,654.19 in tap and impact fees and \$1,326.75 in electrical extension fees. We will be required to pay for temporary electrical service during construction. Our residential building permit application requires a fee of \$ 240.00, including the following permits: plumbing (\$ 58.01), electrical (\$ 98.01), and mechanical (\$ 22) for a total of \$ 358.02.

We respectfully request a waiver of any remaining fees in the amount of \$ 358.02. We are excited and look forward to coming to Bastrop. Thank you for your time and consideration.

Sincerely,


Andy Alarcón
Real Estate Director/Land Development



Affiliate of
Distinction
2015-2017

Board Members:

Everett Plante, Chair

Ken Corby, Vice Chair
(Sabbatical as of 5/2015)

Eric Smith, Secretary

Mark Masten, Treasurer

Ross Buhrdorf

Dilum Chandrasoma

Mildred Davis

Chip Dart

Chris Elliott

George Gau

Mark Hutcheson

Nikelle Meade

Robbi Millest

Estrella Posey

Representative
Eddie Rodriguez

Mike Rovner

Sarah Stasney-Chun

Suzanne Weinert

Meredith Young

Ken Corby, Interim CEO

310 Comal, Suite 100
Austin, Texas 78702

austinhabitat.org

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 3, 2015

MEETING DATE: June 9, 2015

1. Agenda Item: **Consideration, discussion and possible action on awarding an Agreement for Professional Planning Services regarding the City of Bastrop Comprehensive Plan & Transportation Master Plan.**
2. Party Making Request: **Michael Talbot, City Manager**
3. Nature of Request: Staff is requesting approval to award and execute a Professional Services Agreement with Halff Associates, Inc. for Professional Planning Services related to the preparation of the City's new Comprehensive Plan and Transportation Master Plan. The total not-to-exceed amount of compensation for the proposed Agreement is \$394,000, of which up to \$200,000 will be reimbursed by TxDOT using grant monies previously awarded by CAMPO. The total un-reimbursed cost to the City is \$194,000.
4. Policy Implication: _____
5. Budgeted: X Yes _____ No N/A
Bid Amount: \$394,000 Budgeted Amount: \$200,000 (excl. \$200,000 CAMPO Grant)
Under Budget: \$6,000 Over Budget: _____
Amount Remaining: \$6,000
6. Alternate Option/Costs: _____
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
8. Staff Recommendation: **Staff supports awarding an Agreement for Professional Planning Services to Halff Associates, Inc. in the amount of \$394,000.**
9. Advisory Board: Recommended Approval Disapproved None
10. Manager's Recommendation: Approved Disapproved None
11. Action Taken: _____

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

This Agreement for Professional Planning Services, hereinafter called "Agreement," is entered into by the **City of Bastrop, Texas**, a municipal corporation, duly authorized to act by the City Council of said Client, hereinafter called "Client," and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Planner," concerning Planner's provision of professional planning services to the Client. Client and Planner, when mentioned collectively, may be referred to as the "Parties," and separately as a "Party."

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Planner agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Planner.** Planner shall provide to the Client basic planning services, as set out in **Exhibit A, Scope of Services**, attached hereto, which are services normally rendered by a professional planner to a municipal corporation. It is anticipated that such services may include consultation regarding general planning, municipal design, and more specifically, comprehensive planning issues to assist the Client, as determined by the Client, acting through its City Manager. Planner shall perform its obligations under this agreement as an independent contractor and not as an agent, partner, or fiduciary of any other Party.
3. **Compensation of Planner.** The Client agrees that Planner shall be paid for any services requested by the Client as set out in **Exhibit B, Basis of Compensation**, attached hereto, ("Direct Costs") incurred by Planner in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Planner shall not provide such additional services until authorized by the Client, in writing, to proceed with same.

Planner agrees to submit monthly statements to the Client for Compensation due for all basic professional planning services provided by Planner, to date of invoice. These statements will be based upon Planner's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Planner to the Client shall be reasonably itemized to show the amount of work performed during that month, broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person, and the percentage of completion for each task, to date, for that billing period. If the Client disputes or questions any invoiced amount, it shall do so, in writing, by contacting the Planner's representative within 10 business days of the Client's receipt of the monthly invoice, and initiating an inquiry into the disputed billing amount/item. If the Client fails to pay Planner any undisputed amount(s) within thirty (30) calendar days of the receipt of Planner's invoice, Planner may, after giving ten (10) days written notice to the Client, suspend professional planning services until payment is received. Client agrees that Planner shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Planner at a rate of one percent (1%) per month. Interest shall not be charged on unresolved, disputed amounts. The assessment of interest on accounts receivable shall not preclude Planner from suspending services as described above.

Nothing contained in this Agreement shall require the Client to pay for any work that is unsatisfactory, as reasonably determined by the Client, or which is not submitted in compliance with the terms of this Agreement.

4. **Client's Obligations.** The Client agrees that it will (i) designate a specific person as the Client's representative, (ii) provide Planner with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Planner in

obtaining access to property necessary for performance of Planner's work for the Client, (iv) make prompt payments in response to Planner's statements and (v) respond in a timely fashion to requests from Planner. Planner is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination. The obligation to provide further services under this Agreement may be terminated by either Party, in writing, upon thirty (30) calendar days' notice, for cause, or no cause. In the event of termination by the Client, Planner shall be entitled to payment for services rendered through receipt of the termination notice.

6. Ownership and Reuse of Documents. Upon completion of Planner's services and receipt of payment in full therefore, Planner agrees to provide the Client with an irrevocable license to use the materials and documents prepared or assembled by Planner under this Agreement. Planner may retain (in its files) copies of all drawings, specifications and all other pertinent information related to the work it performs for the Client. Client's reuse of documents and/or materials provided by or through Planner on a subsequent or unrelated project or projects shall result in the Client automatically indemnifying, defending and holding harmless Planner from any and all claims, causes of action, suits, disputes or circumstances that in any way result from such reuse by Client, its agents, or others possessing such information by or through Client.

7. Notices. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, by special carrier with delivery receipt, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Planner, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Planner does hereby covenant and agree to release, indemnify and hold harmless the Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise directly and proximately by reason of death or injury to property or persons but only to the extent occasioned by the negligent act, error or omission of Planner, its officials, officers, agents, employees, invitees or other persons for whom Planner is legally liable with regard to the performance of services under this Agreement.

In the event that the Client and Planner are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Planner shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000.00 per claim and in the aggregate. For coverage provided on a claims-made basis, Planner agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Planner shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Planner. All services provided by Planner hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the planning profession in the State of Texas applicable to such planning services contemplated by this Agreement. Planner shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Planner's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Planner agrees to use diligent efforts to perform the services described herein and further defined in the specific task orders or project scope(s) of work, in a manner consistent with therewith. However, the Client understands and agrees that Planner is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound planning judgment and reasonable diligence.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Planner's personnel, or any personnel, professionals and/or consultants retained by

Planner, Planner shall promptly propose substitutes to whom the Client has no reasonable objection, and Planner's compensation shall be equitably adjusted to reflect any difference in Planner's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Planner may assign their rights or delegate their duties without the written consent of the other Party. This Agreement is binding on the Client and Planner to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Texas Law to Apply; Successors; Construction. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. Conflict of Interest. Planner covenants that during the Agreement period that Planner shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services to be performed under this Agreement. All activities and other efforts made by Planner pursuant to this Agreement shall be conducted only by Planner and professionals and/or consultants retained by Planner. Any actual violation of this Paragraph, with knowledge, express or implied, by Planner shall render this Agreement voidable by the Client.

16. Venue. The Parties herein agree that this Agreement shall be enforceable in Bastrop, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Bastrop County, Texas.

17. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Planner in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

18. Prevailing Party. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. Signatories. The Client and Planner mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Planner, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. Agreed Remedies. In recognition of the relative risks and benefits of the Project to both the Client and the Planner, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Planner and the Planner's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Planner or the Planner's officers, directors, employees, agents, and subconsultants, shall not exceed the Planner's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the Parties to this Agreement that Planner's services under this Agreement shall not subject Planner's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 2015.

HALFF ASSOCIATES, INC.

CITY OF BASTROP, TEXAS

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date



Exhibit A, Scope of Services

City of Bastrop, Texas Comprehensive Plan and Transportation Master Plan

The scope of work for this planning effort includes the preparation of a new Comprehensive Plan and Transportation Master Plan that will provide a long-range vision and action plan for Bastrop's future. The primary purpose of the planning effort is to engage the community to identify their current values and to determine a unified vision for the future.

PROJECT ASSUMPTIONS

The scope of services for this contract scope has been prepared using the following assumptions as a basis for its preparation:

1. The City of Bastrop will be referred to as **City** in this document, and the member consulting firms will be referred to as the **Planning Team**. Halff Design + Planning Collaborative will serve as the prime firm, and subcontracting firms will include Alliance Transportation Group, Inc., Brinkley Sargent Wiginton Architects, and Angelou Economics.
2. The project planning area will encompass the existing Bastrop municipal corporate limit boundary and the state-mandated and voluntary extraterritorial jurisdiction (ETJ). In addition, a review of approved planning documents for adjacent cities/communities will be included.
3. The City will appoint a **Comprehensive Plan Steering Committee (CPSC)** to help guide the Planning Team throughout the comprehensive planning process. This committee will be comprised of a maximum of 10 to 12 members who represent a cross section of the community. The Planning Team will provide recommendations for the composition of the CPSC during the project initiation meeting with City staff.
4. The City will appoint a **Project Director** to work with the Planning Team, and to act as an intermediary with the Planning Team, the CPSC, and other City, County and State government staff persons as required. The Planning Team will take direction from the Project Director only.
5. The City will coordinate facilities, equipment, refreshments and advertising/notice for all stakeholder group and public meetings.
6. The City will provide information from all previous planning studies and master plans that may have an effect on the outcome of the development of the Comprehensive Plan and Transportation Master Plan. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; the text of ordinances or regulations which are not yet codified; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to the Planning Team is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
7. The City will provide the Planning Team with the most recently updated digital base map of the planning area with municipal corporate limit boundaries and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; and rivers, lakes and other major drainage ways for use during the comprehensive planning process. These files will be in the form of GIS shapefiles.

8. The City will consider and act on all deliverables and other interim task items submitted for consideration in a timely manner. This may involve review and commenting, further distribution and consolidation of comments, etc. Timely receipt and response is essential for the Planning Team to complete work on time to maintain adherence to the project schedule. Delays encountered which are out of the control of the Planning Team will be documented in the monthly progress report and may affect the anticipated completion of individual deliverables or the entire project.
9. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

SCOPE OF SERVICES

The planning effort Scope of Services is shown below.

Comprehensive Plan Scope of Work

PHASE I – PROJECT KICK-OFF AND DATA COLLECTION

TASK 1.1 – PROJECT INITIATION & KICK-OFF

- 1) The Planning Team will conduct a teleconference or WebEx videoconference work session with the Project Director and other applicable City staff to accomplish several project initiation and kick-off objectives, including:
 - a) Become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
 - b) Establish the organizational hierarchy of the Planning Team, Project Director, and City staff related to preparation and execution of the planning exercises.
 - c) Identify the general program and parameters for planning efforts, including review of scope of services, projected timeframe and schedule, and public input process.
 - d) Discuss logistics of project kick-off on-site meetings.
- 2) The Planning Team will coordinate with the Project Director to conduct a driving tour of Bastrop to get a first-hand perspective of the issues, challenges, and opportunities facing the City. Separately, the Planning Team will conduct its own field reconnaissance to get a more in-depth understanding of the City and to compile a photographic library.
- 3) The Planning Team will conduct an introductory meeting with departmental directors (or designees) to present an overview of the project and solicit input about goals and key issues and to establish a working relationship for potential future face-to-face meetings, if needed, during later visits.
- 4) The Planning Team will facilitate additional kick-off meetings, including stakeholder interviews, introductory meetings with the Comprehensive Plan Steering Committee (CPSC), City Council (or a joint City Council/Planning and Zoning Commission meeting), and the first open public meeting (see Phase 2, *Public Engagement*, for further details).

Meetings/Visit

- ☐ *Teleconference or WebEx videoconference with Project Director and other applicable City staff.*
- ☐ *Visit No. 1: Over the course of two days and two nights, the Planning Team will facilitate the following:*
 - o Introductory meeting with City Staff departmental directors during normal business hours; and*
 - o Introductory meetings as set out in Phase 2, Public Engagement.*

Deliverables



- ☐ Draft and final Project Schedule.
- ☐ Checklist and invitation templates for public engagement kick-off meetings.

City Responsibilities

- ☐ Attend City staff kick-off teleconference or WebEx videoconference meeting.
- ☐ Review scope of work tasks and schedule.
- ☐ Coordinate City staff departmental director's meeting and additional public engagement meetings.

TASK 1.2 – BASE MAPPING & EXISTING INFORMATION REVIEW

- 1) The City staff will assemble relevant studies, GIS files, plans, and maps for the Planning Team (in digital format where feasible).
- 2) The Planning Team will:
 - a) Provide City staff with a comprehensive list of all resources needed during the project initiation coordination efforts.
 - b) Compile digital information identified during data gathering exercises into a base map for use during the planning process. This base map will include the area within the municipal corporate limit boundary and extraterritorial jurisdiction (ETJ). In addition, it will illustrate information such as locations of streets; wet and dry utilities; topography; drainage ways, water courses and water bodies; and major public facilities operated by state, county and local governments (including but not limited to hospitals, fire and police stations, libraries, schools, and government offices). All maps will be produced in ArcGIS (.mxd) format during the duration of the project (some maps may use additional software to enhance the visual quality of the final product).

Meetings/Visit

- ☐ Visit No. 1: During the same visit as the meetings with City staff and the City Council introduction, the Planning Team will conduct up to two days of field reconnaissance.

Deliverables

- ☐ Checklist of studies, planning documents, and data needed by the Planning Team.
- ☐ Basemap and map template.

City Responsibilities

- ☐ Provide digital copies of previous Comprehensive Plan and all other plans and relevant studies.
- ☐ Provide GIS files in digital format.

TASK 1.3 – POPULATION & SOCIOECONOMIC CONDITIONS

- 1) The Planning Team will review the demographic and socioeconomic data compiled by Retail Coach, Avalanche Consulting, etc., to prepare a demographic and socioeconomic snapshot of the City. Additional Census or other data will be included as necessary.
- 2) The Planning Team will evaluate different population projection scenarios to determine a probable forecast for population growth in five-year increments through 2035.

Meetings/Visit

- ☐ No meetings or visits associated with this task.

Deliverables

- ☐ Summary of demographic and socioeconomic data and population estimates to be incorporated into Chapter 1, Introduction, Context, and Vision.



City Responsibilities

- ☐ *None.*

TASK 1.4 – ECONOMIC PROFILE & MARKET ANALYSIS

- 1) The Planning Team will review the City's recent and existing economic development related documents and analyze them to develop a set of economic strategies which will be subsequently incorporated into the various plan elements of the Comprehensive Plan. These documents include, but are not limited to:
 - a) 2015 Bastrop Retail Trade Area Gap / Opportunity Analysis – The Retail Coach
 - b) 2014 Bastrop Downtown Marketing Analysis -- Catalyst
 - c) 2013 Bastrop Economic Development Strategy – Avalanche Consulting
 - d) 2011 Bastrop Psychographic Profile – The Retail Coach
 - e) 2011 Bastrop Entertainment Potential Retail Trade Area – The Retail Coach
 - f) 2011 Bastrop, Texas SDAT Report
 - g) Other reports and studies, as deemed appropriate
- 2) The Planning Team will supplement the City's existing reports and studies by conducting additional research to create an up-to-date and comprehensive profile, the purpose of which is to help translate community values into economic strategies.

Meetings/Visit

- ☐ *No meetings or visits associated with this task.*

Deliverables

- ☐ *Economic strategies will be developed and incorporated into the various plan elements of this plan.*

City Responsibilities

- ☐ *None.*

TASK 1.5 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

The Planning Team will use existing data and field work to prepare a comprehensive inventory and analysis of existing conditions which will be used to identify strengths, weaknesses, and key issues and opportunities regarding the City's future. The information will be used to create a baseline for where the City is today, and will be used in conjunction with the results of the public engagement to determine the City's goals, objectives, and long-term vision for the future. In the early phases of the project, the resulting information will be used in presentations and discussions with the Comprehensive Plan Steering Committee (CPSC). Later, the information will appear as text in the chapters on 'growth, annexation, and infrastructure'; 'transportation'; 'housing and neighborhoods'; 'parks and recreation'; 'cultural arts and tourism'; 'public facilities'; and 'land use and urban design'. The analyses will include:

- 1) Growth, Annexation, and Infrastructure
 - a) Identify opportunities for and constraints to annexation.
 - b) Compile a water/wastewater system map, from existing available information, of the City's existing water and wastewater systems to include all plants, pumping stations, and water and wastewater lines. Note that compilation of
 - c) Analyze how flooding and drainage issues affect areas of future land use and future growth of the City.
 - d) Create a floodplain and drainage infrastructure map identifying problem areas and key issues.
 - e) Identify issues related to hazard mitigation.
- 2) Transportation



- a) See Task 7.1, *Review of Existing Conditions of the Transportation Master Plan*.
- 3) Housing and Neighborhoods
 - a) Review housing trends and changes since the adoption of the previous Comprehensive Plan.
 - b) Review the City's subdivision and development-related ordinances as it is related to housing and neighborhood development.
- 4) Parks and Recreation
 - a) In coordination with efforts related to the transportation element, analyze the City's existing bicycle and pedestrian network to determine opportunities and constraints including how it relates to intra-city connectivity and potential connections to nearby regional and/or statewide systems.
 - b) Review and integrate facility inventories, trail connectivity, park facilities and amenities and accessibility, and other recreational goals from the City's separate Master Parks Plan.
 - c) Identify community needs and preferences for new or updated parks, recreation, or other open space areas and types of amenities and services.
 - d) Review current level of service calculations and identify system deficiencies or surpluses.
 - e) Identify specific guidelines and practices to set the framework for a possible parkland dedication ordinance post-adoption.
- 5) Cultural Arts and Tourism
 - a) Review and assess existing City programs related to cultural arts and tourism.
 - b) Assess tourism related strategies being used by similar communities in Texas.
- 6) Public Facilities
 - a) As part of overall community engagement, identify community needs and preferences for new or updated public facilities.
 - b) Coordinate with City staff to identify departmental and operational needs for new, expanded, or updated public facilities.
- 7) Land Use and Urban Design
 - a) Analyze the City's existing land uses using the most recent aerial imagery to create to better understanding of how the existing character of development contributes to future land use needs.
 - b) Conduct an aerial and/or windshield survey of those existing land use areas that need further clarification or field checking beyond aerial imagery.
 - c) Compare the land use inventory with previous land use studies and historical building permit data, if needed and as provided by the City, to determine spatial changes in development patterns from the previous plan.
 - d) Analyze the relationship among existing land uses, major roadways, and environmental constraints and effect on potential future and uses.
 - e) Review the City's zoning ordinance, its history of revisions and its performance standards.
 - f) Review the City's zoning, subdivision, and development-related ordinances as it relates to overall community character and design, including community gateways and image, appearance and character of major roadway corridors, and other important elements of community preservation. This includes reviews of the City's existing standards for building form and design, architectural guidelines (e.g., building materials), landscaping, parking, and signage.
 - g) Incorporate the goals, objectives, and recommendations from the City's Downtown Form Based Code Initiative and the Bastrop, Texas SDAT Report, and others, as it relates to the downtown area's urban design standards.
 - h) Review the City's existing historic preservation program.
 - i) Identify special areas of the City (e.g., Downtown, gateways, etc.) that may need more focused attention post plan adoption.

Meetings/Visit

- ☐ Visits 1, 2, and 3: Up to three meetings with City staff and one meeting with the CPSC (included in Phase 2 below) to review the summary of baseline information.

Deliverables



- ☐ *Summary of baseline inventory in text, maps, and table format that will be presented to the CPSC and later incorporated into chapter text in Phase 4.*

City Responsibilities

- ☐ *Assist the Planning Team with data collection and departmental coordination and input.*
- ☐ *Review and comment on findings of baseline analysis; review baseline analysis of maps.*

PHASE 2 – PUBLIC ENGAGEMENT

Public participation is an essential component of the comprehensive planning process. Not only does it make the process more transparent, but it engages the community to create a plan that reflects their goals and vision and generates support for the end product and post adoption implementation.

TASK 2.1 – STEERING COMMITTEE (CPSC) KICK-OFF AND FOLLOW-UP MEETINGS

An early kick-off meeting will be held with the Comprehensive Plan Steering Committee (CPSC) to acquaint them with the project, their responsibilities, and to get their initial input on key issues, opportunities, and challenges. In all, the Planning Team will meet with the CPSC during eight key points during the project. The initial meeting will cover the following:

- 1) Introduce the Planning Team and CPSC to each other.
- 2) Assess the understanding of the CPSC relative to comprehensive planning, zoning etc., and then educate if necessary (goal is for everyone to be on same page and understand how everything fits together).
- 3) Present finalized scope and planning effort approach.
- 4) Present a schedule of meetings with the CPSC and the focus of each meeting.
- 5) Work with CPSC to identify a preliminary list of key issues, opportunities, and challenges.
- 6) Review prior system of goals and objectives and discuss issues of current plan.
- 7) Subsequently meet with the CPSC as set out in *Meetings/Visit*, below.

Meetings/Visit

- ☐ *During the duration of the project, the Project Team will meet with the CPSC at eight key points:*
 - *Visit No. 1 – Project kick-off / orientation / issues, opportunities, and challenges;*
 - *Visit No. 2 – Summary of baseline conditions and public engagement; vision & plan goals;*
 - *Visit No. 3 – Plan element review and feedback;*
 - *Visit No. 4 – Plan element review and feedback;*
 - *Visit No. 5 – Plan element review and feedback (transportation);*
 - *Visit No. 6 – Plan element review and feedback;*
 - *Visit No. 7 – As part of joint meeting with the City Council and Planning & Zoning Commission, review of draft plan / implementation & recommendations of near- and mid-term actions; and*
 - *Visit No. 8 – Presentation of Final Draft Plan; recommendation.*

Deliverables

- ☐ *Agendas and meeting materials.*
- ☐ *Summary of public engagement process; preliminary and refined recommendations as part of plan elements; and Final Draft Plan*

City Responsibilities

- ☐ *Schedule meetings; distribute materials to CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*

TASK 2.2 – PROJECT WEBSITE & ONLINE INTERACTIVE VISIONING

The purpose of the project website is to ensure that there is a single resource for all planning documents and updates so that the process of updating the Comprehensive Plan and Transportation Master Plan is open and transparent to all who have an interest. The website will include:

- 1) A summary of the scope of work and project overview;
- 2) All schedules and meeting agendas;
- 3) Meeting presentations and summaries (as applicable);
- 4) Public engagement input tools (e.g., citizen surveys) and results (summaries as applicable);
- 5) Draft plan elements; and
- 6) Final Draft Plan prior to public hearing;
- 7) Public Hearing Draft; and
- 8) Adopted Plan

The Planning Team will also utilize two online engagement tools – MindMixer® and an interactive mapping website – to engage the citizens of Bastrop utilizing a “high-tech” form of engagement that allows citizens and other stakeholders to participate in the planning process without having to make time to come to a public meeting. These two tools include the following tasks.

- 1) The Planning Team will prepare a series of questions that will be posted to a customized MindMixer site over a three-month period. Post maintenance of discussions (i.e., providing feedback to participants to keep discussions going) will be the responsibility of the Planning Team with support from the City.
- 2) The Planning Team will utilize an online mapping tool to gain site specific citizen input regarding issues and opportunities within the City.

Both tools will be utilized during early engagement efforts. The results will be synthesized and summarized as part of the overall engagement strategy for the project.

Meetings/Visit

- ☐ *No meetings or visits associated with this task.*

Deliverable

- ☐ *Prepare and maintain a separate project website that will be created and maintained for the project duration.*
- ☐ *Prepare a list of questions that will be periodically posted to MindMixer.*
- ☐ *Create and maintain an online interactive mapping tool that will be used to collect site-specific feedback.*

City Responsibilities

- ☐ *The City will provide feedback on suggested questions and provide staff support to maintain online discussions.*

TASK 2.3 – CITIZEN SURVEYS

It is important to offer a variety of different engagement types to solicit feedback from the citizens of Bastrop. Particularly since some residents may not prefer to attend face-to-face meetings (e.g., public meetings and workshops), it is important to offer alternate forms of engagement (e.g., an online citizen survey). In this regard, citizens and other stakeholders can provide valuable information at their convenience and without having to attend public meetings. Participation in ‘online community surveys’ typically generate a lot of important information about community preferences and the City as a whole. However, the information collected is typically not statistically valid enough to stand on its own merits. As such, the information will be combined and viewed holistically with other forms of public engagement to identify community preferences for the City’s future. Developing and administering an online citizen survey includes the following:



- 1) Develop simple online survey and post to project website.
- 2) Develop a simple one-page survey specifically for kids.
- 3) Survey invitation will be transmitted to interested parties via email and link will be placed on the project website inviting residents of Bastrop to participate.
- 4) Additional set up and publication is needed if a hard copy is to be provided at City Hall, the libraries or the Senior Center.
- 5) Prepare analysis of survey results and transmit to City for review as part of a summary to be incorporated into a plan element.

Meetings/Visit

- ☐ *No meetings or visits associated with this task.*

Deliverables

- ☐ *List of survey questions.*
- ☐ *Online survey posted using SurveyMonkey®.*
- ☐ *Printed copy of online survey (for City Hall/libraries and/or Senior Center).*
- ☐ *Summary of survey results to be presented to the CPSC and later incorporated into various plan elements, as applicable.*

City Responsibilities

- ☐ *Review list of survey questions; provide feedback.*
- ☐ *Distribute paper survey at City Hall, the libraries, and the Senior Center (alternately, set up City-owned computer so that it can be directly entered online).*

TASK 2.4 – STAKEHOLDER INTERVIEWS

After the project kick-off events have been completed and portions of the baseline data and analysis have been compiled, the Planning Team will be back on-site to facilitate stakeholder interviews. As part of these engagement efforts, the Planning Team will:

- 1) Prepare a list of questions for interviews and stakeholder meetings.
- 2) Conduct interviews with each key stakeholder group identified in coordination with City staff in Phase I. A total of ten stakeholder interviews are included.

Meetings/Visit

- ☐ *Visit No. 2: Up to 10 one-hour stakeholder meetings held over the course of two days.*

Deliverables

- ☐ *Input on composition of meeting attendees and scheduling.*
- ☐ *Draft meeting invitation letters and assistance with other coordination/setup tasks.*
- ☐ *Summarization of meetings as it relates to key issues and opportunities and other stakeholder feedback; summary will be presented to the CPSC as part of the overall public engagement efforts and will later be incorporated into various plan elements.*

City Responsibilities

- ☐ *Develop list of key stakeholders or entities for interviews and meetings.*
- ☐ *Reserve meeting locations and times.*
- ☐ *Notify attendees regarding specified interviews and meetings.*
- ☐ *RSVP with attendees no more than two-business days prior to the specified meeting.*

- ☐ *Coordinate with departmental staff to attend interviews/meetings (to help with understanding/context of local issues).*

TASK 2.5 – PUBLIC MEETINGS/WORKSHOPS

At key intervals in the comprehensive planning process, the Planning Team will host three (3) open public meetings, to solicit feedback from the general community. These three (3) meetings will consist of the following:

- 1) The meetings will be held at a location that is available for City-wide attendance; determined in conjunction with City staff.
- 2) The meeting will be set up using an open house format.
- 3) The Planning Team will prepare exhibits that summarize key findings and options for the Comprehensive Plan and Transportation Master Plan, which will be set up and displayed in a public location in Bastrop.
- 4) The Planning Team will also prepare a self-administered questionnaire so that attendees can review and respond to the exhibits accordingly.
- 5) The Planning Team will summarize citizen comments and present to City staff and the CPSC.

Meetings/Visit

- ☐ *Three open house public meetings will be held during Visits No. 1, 5 (focused on transportation), and 7.*
- ☐ *The first will be held as an open house to solicit feedback on the vision, goals, objectives, and strategies.*
- ☐ *The second will be held as an open house to solicit feedback on key transportation issues, including streets and trails.*
- ☐ *The third will be held as an open house to solicit feedback on the draft recommendations and priorities for implementation.*

Deliverables

- ☐ *Prepare exhibits for three on-site and online public meetings.*
- ☐ *Prepare a self-administered questionnaire to develop citizen responses.*
- ☐ *Summarize citizen comments and present to City staff and the CPSC.*

City Responsibilities

- ☐ *Publicize public meetings.*
- ☐ *Reserve facility space.*
- ☐ *Assist with staffing at meeting location.*
- ☐ *Provide comments on summary report.*

PHASE 3 GOALS AND VISION FRAMEWORK

TASK 3.1 – VISION STATEMENT & GOALS

After the initial public engagement input is gathered during Visit Nos. 1 and 2, the Planning Team will compile all summarized public input related to the vision and goals for the future. This information will be compiled into descriptive text, images, and renderings in order to develop a consolidated statement that reflects Bastrop's vision, goals, objectives, and strategies for the future. This information will be reviewed and discussed with City staff and presented for consideration by the CPSC.

Meetings/Visit



- ☐ *The vision, goals, objectives, and strategies will be presented for consideration by the CPSC during Visit No. 3.*

Deliverables

- ☐ *Summarized public engagement input.*
- ☐ *Draft vision statement, goals, objectives, and strategies for the future.*

City Responsibilities

- ☐ *Provide comments on summary report and vision for the future.*
- ☐ *Schedule meetings; distribute materials to CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*

PHASE 4 PLAN ELEMENT RECOMMENDATIONS AND DRAFT DOCUMENT

Once the all the initial public engagement efforts have been completed and the CPSC has reviewed and provided feedback on the vision, goals, objectives, and strategies for the future, the Planning Team will begin to prepare the text of each comprehensive plan element.

TASK 4.1 – PRELIMINARY PLAN ELEMENT RECOMMENDATIONS

- 1) Growth, Annexation, and Infrastructure
 - a) Identify preferred growth scenario that lays the framework for recommended changes to the future land use plan.
 - b) Identify preliminary and secondary priorities for growth and/or reinvestment taking into account long-term fiscal implications.
 - a) Prepare recommendations to improve or expand the water, wastewater, drainage, and electric systems to meet current conditions and to meet short- and long-term growth projections. *Note: the infrastructure items prepared in this task will provide strategic direction and broad scale recommendations, but will not constitute specific stand-alone infrastructure master plans.*
 - b) Integrate applicable recommendations from the City's participation in the Texas Colorado River Floodplain Coalition (TCRFC) Hazard Mitigation Plan.
 - c) Prepare a five-year capital improvement program (in coordination with City staff) with a complete list of projects, order of magnitude cost projections, and prioritized recommendations for water, wastewater, drainage, and electric systems. See also Task 5.2, *Capital Improvement Programming*.
- 2) Transportation
 - a) See Task 7.2, *Short and Long Term Recommendations*, of the Transportation Master Plan.
- 3) Housing and Neighborhoods
 - a) Review the Marketing Analysis by Catalyst Commercial and the recently contracted RCLCO Housing Study for an overall snapshot of Bastrop's housing and neighborhood needs.
 - b) Identify appropriate future housing types based on community input.
 - c) Recommend policies and approaches to improve existing neighborhoods.
 - d) Make recommendations for new neighborhoods that reinforce aesthetics, connectivity and park amenities.
- 4) Parks and Recreation
 - a) Synthesize the updated needs analysis and recommendations from the City's existing Master Parks Plan.

- b) Identify additional recommendations to expand or improve the park and recreation system based on identified need and the expressed vision.
- c) Prepare a five-year Capital Improvement Plan of all recommended parkland enhancements.
- d) Prepare a five-year Capital Improvement Plan of all recommended facility improvements.
- 5) Cultural Arts and Tourism
 - a) Identify recommendations that can be undertaken to support the City's cultural arts district, building upon the work accomplished as part of receiving a designation from the Texas Commission on the Arts.
 - b) Identify other key recommendations related to increasing the city's capture of regional tourism dollars.
 - c) Identify recommendations that can be undertaken to get all stakeholders working collaboratively to create a citywide tourism strategy.
- 6) Public Facilities
 - a) Prepare updated text and recommendations for new or expanded public facilities.
 - b) Determine appropriate staffing needs using growth projections and existing per capita staffing ratios, City staff identification, or in response to new policy directions identified during the comprehensive planning process.
 - c) Based on the staffing analysis, determine the potential need for expanded and/or new facilities during the plan horizon.
 - d) Prioritize public facility needs to determine the highest priority projects for the community.
- 7) Land Use and Urban Design
 - a) Utilizing GIS, the projected population and growth, and the goals and value preferences of the community, create an updated Future Land Use Map.
 - b) Provide a development and capacity analysis detailing net acres that can be effectively used to accommodate future land uses.
 - c) Identify character zones (if needed) to set out and support the vision for the future for differing areas of the City.
 - d) Identify key implementation tools and urban design standards to ensure the downtown area develops in conformance with the vision set out in the separate in the Form Based Code Initiative and other existing City documents (e.g., the Bastrop, Texas SDAT Report, etc.).
 - e) Develop and formulate recommendations to enhance the appearance of the City.
 - f) Identify ways to enhance Bastrop's character through streetscape enhancements, development guidelines, and the design of key public areas.
 - g) Develop small-area plans, strategies, and sketches that illustrate key concepts in support of the vision.
- 8) Economic Strategies
 - a) Identify opportunities for attracting businesses in conjunction with and in support of other plan elements.
 - b) Target ways to leverage public investment to encourage private investment as action steps to be taken as part of the Comprehensive Plan.
 - c) Formulate strategies for increasing Bastrop's appeal for key entities, including bio-tech, manufacturing, informational technology, and hospitality and retail, etc.
 - d) Analyze the benefits that post-secondary education can bring to a community.
- 9) Ordinance Critique
 - a) As part of recommendations in each plan element, recommend modifications to the City's existing zoning, subdivision, and other development-related ordinances to implement the vision set forth in the Comprehensive Plan.
 - b) Where necessary, make recommendations for the improvement of City policies and processes as it relates to concepts and vision set forth in the Comprehensive Plan.

Meetings/Visit

- ☐ *The preliminary recommended drafts of the new plan elements will be presented for consideration by the CPSC during Visit Nos. 4, 5, and 6.*

Deliverables

- ☐ *Draft recommended changes to the individual plan elements in the Comprehensive Plan and Transportation Master Plan.*
- ☐ *Draft agenda and presentation materials for each CPSC meeting.*

City Responsibilities

- ☐ *Provide comments on preliminary recommended changes to plan elements.*
- ☐ *Schedule meetings; distribute materials to the CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*

TASK 4.2 – REFINED PLAN ELEMENT RECOMMENDATIONS

After initial feedback is received from the CPSC on the preliminary draft plan elements of the Comprehensive Plan and Transportation Master Plan, the Planning Team will incorporate modifications and re-present it for their consideration.

Meetings/Visit

- ☐ *The refined recommended changes to the plan elements will be presented for consideration by the CPSC during Visit No. 7.*

Deliverables

- ☐ *Refined recommended changes to the individual plan elements in the Comprehensive Plan and Transportation Master Plan.*
- ☐ *Draft agenda and presentation materials for the CPSC meeting.*

City Responsibilities

- ☐ *Provide comments on refined recommended changes to plan elements.*
- ☐ *Schedule meetings; distribute materials to the CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*

PHASE 5 IMPLEMENTATION STRATEGIES & CIP

TASK 5.1 – DEVELOP LIST OF PRIORITIZED NEAR- AND MID-TERM IMPROVEMENTS

Once the CPSC has provided preliminary and refined feedback on the draft plan elements of the Comprehensive Plan and Transportation Master Plan, the Planning Team will prepare a list of near- and medium-term priorities for implementation. This list will then be prioritized based on input received from the CPSC, the City Council and Planning and Zoning Commission, and others. This includes:

- 1) Recommend project elements and actions to be undertaken immediately or within a six-month to two-year timeframe.
- 2) Recommend actions to be undertaken within two to five years from adoption.
- 3) Identify implementation strategies that provide a description of resources and funding sources available to implement the Comprehensive Plan and Transportation Master Plan.
- 4) Recommend actions that will maximize the benefits and minimize the negative reactions to the proposed growth scenario and subsequent development pattern.
- 5) Provide recommendations about who is responsible for implementation and annual review/update of the Comprehensive Plan and Transportation Master Plan.

Meetings/Visit

- ☐ *During Visit No. 7 with the CPSC, a presentation and discussion will occur regarding the refined changes to the plan elements (See Task 4.2, above). In addition, the CPSC will participate in a prioritization exercise which will have them help make recommendations as to the highest priority improvements needed to implement the Comprehensive Plan.*



- ☐ *Concurrent with Visit No. 7, but on a separate night, a joint meeting with the City Council and Planning and Zoning Commission will be held to present a summary of the plan and receive feedback on near- and mid-term prioritization.*

Deliverables

- ☐ *An un-prioritized list of recommended near- and mid-term actions for implementation.*
- ☐ *Presentation materials needed for priority setting exercise.*

City Responsibilities

- ☐ *Provide comments on preliminary recommendations and implementation priorities.*
- ☐ *Schedule meetings; distribute materials to the CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*

TASK 5.2 – CAPITAL IMPROVEMENT PROGRAMMING

The Planning Team shall develop a capital improvements program to coordinate the location, timing, and financing of capital improvements over the time horizon of the Comprehensive Plan in order to detail specific utility, facility, roadway and other transportation infrastructure improvements to be undertaken by the City and identify funding requirements for each, in an effort to coordinate community planning, financial capacity, and physical development.

To begin development of the capital improvement program, the Planning Team work with the City staff to develop a realistic financial plan that includes both the anticipated available funding resources and the anticipated project cost for all prioritized projects. The Planning Team shall collaborate with the City and its planning partners to identify historic and anticipated revenue sources that are anticipated to be reasonably available.

The Planning Team shall work with City staff to develop a cost estimation methodology following established and published estimating principles to be applied during the capital improvement plan development. This methodology shall be used to examine the cost components of each project to develop a program level conceptual cost estimate.

Using the project prioritization matrix and the information on project costs and reasonably available revenues, the Planning Team shall work with City staff and policy makers to develop a financially realistic mix of short-term and long-term improvements for inclusion in the capital improvement plan which will be coordinated with the overall capital improvement program being developed as part of the Comprehensive Plan. This includes working in coordination with City staff to develop a capital improvement program and a five-year capital improvement plan. The capital improvement program will include a process where a matrix and category ranking toolkit will be developed using comprehensive plan goals and policies, citizen input, and funding availability/regulatory compliance inputs. This capital improvement program matrix and category ranking toolkit can be used in subsequent years to help update the capital improvement plan annually.

Using the toolkit developed in conjunction with City staff, the Planning Team will prepare a five-year capital improvement plan with a complete list of projects, order of magnitude cost projections, and prioritized recommendations.

Meetings/Visit

- ☐ *The Planning Team will coordinate with the Project Director and departmental directors during various visits of the overall project.*
- ☐ *The Capital Improvement Program and Capital Improvement Plan will be presented to the CPSC, City Council, and the Planning and Zoning Commission during Visit No. 7.*

Deliverables

- ☐ *Capital Improvement Program.*



- ☐ 5-Year Capital Improvement Plan.

City Responsibilities

- ☐ The City's Project Director and departmental directors will work in coordination with the Planning Team to develop a customized capital improvement program toolkit for Bastrop.
- ☐ The departmental directors will assist the Planning Team in identifying and inputting the project details needed to establish the first five-year capital improvement plan.

PHASE 6 FINAL PLAN & ADOPTION PROCESS

TASK 6.1 – DEVELOP DRAFT FINAL PLAN

Once the CPSC, City Council, and Planning and Zoning Commission have provided refined feedback and priorities for implementation, the Planning Team will finalize a visually-rich document that conveys the City of Bastrop's vision for the future. It is intended that the resulting Comprehensive Plan will be streamlined for improved readability and usability that what exists today. In other words, detailed technical background information may be moved to an unformatted appendix that is not part of the final print version of the plan.

Meetings/Visit

- ☐ No meetings or visits associated with this task.

Deliverables

- ☐ Fully formatted Draft Final Plan of each plan element in the Comprehensive Plan.
- ☐ The Transportation Master Plan will exist as a separate plan document and will be synthesized in the Comprehensive Plan as the transportation element.

City Responsibilities

- ☐ Provide comments on the Draft Final Plan.

TASK 6.2 – PRESENT DRAFT FINAL PLAN TO CPSC & PUBLIC

The Draft Final Plan will be presented to the CPSC and at the third of three public meetings for feedback prior to the consideration of adoption.

Meetings/Visit

- ☐ The Draft Final Plan will be presented to the CPSC during Visit No. 8 for their final review and comment prior to the preparation of a public hearing draft and consideration of adoption.
- ☐ The third of three open public meetings will be held as an open house to solicit feedback on the refined draft recommended changes to the plan elements of the Comprehensive Plan and Transportation Master Plan. This meeting will held during the same visit as Visit No. 8, but on a different night from the CPSC meeting.

Deliverables

- ☐ Draft agenda item.
- ☐ Presentation materials for the third of three public open house meetings.

City Responsibilities



- ☐ *Schedule meetings; distribute materials to the CPSC; notify attendees; provide meeting refreshments as appropriate; attend meetings.*
- ☐ *Publicize public meetings.*
- ☐ *Reserve facility space.*
- ☐ *Assist with staffing at meeting location.*

TASK 6.3 – DEVELOP PUBLIC HEARING DRAFT

Once the CPSC and public meeting feedback has been received on the Draft Final Plan, the Planning Team will incorporate comments and prepare a Public Hearing Draft for consideration of adoption.

Meetings/Visit

- ☐ *The Public Hearing Draft will be presented to the Planning and Zoning Commission during Visit No. 9 so that a recommendation to City Council can be provided.*

Deliverables

- ☐ *Draft agenda item.*
- ☐ *Fully formatted Public Hearing Draft of each plan element in the Comprehensive Plan.*
- ☐ *The Transportation Master Plan will exist as a separate plan document and will be synthesized in the Comprehensive Plan as the transportation element.*

City Responsibilities

- ☐ *Assist Planning Team in ensuring that all feedback has been incorporated into Public Hearing Draft.*
- ☐ *Advertise the public hearing in conformance with state law.*

TASK 6.4 – PRESENT TO CITY COUNCIL FOR CONSIDERATION OF ADOPTION

The Public Hearing Draft, the recommendation of the Planning and Zoning Commission, and an itemized list of potential modifications to the Comprehensive Plan and Transportation Master Plan will be presented to the City Council at a public meeting (or hearing, if required by local regulations) for their consideration of adoption.

Meetings/Visit

- ☐ *The Public Hearing Draft, recommendations, and potential list of modifications will be presented to the City Council at a public meeting or hearing for consideration of adoption during Visit No. 10.*

Deliverables

- ☐ *Draft adopting ordinance text.*
- ☐ *Draft agenda item.*
- ☐ *List of potential modifications to the Comprehensive Plan and Transportation Master Plan.*
- ☐ *Presentation materials for the public meeting or hearing.*

City Responsibilities

- ☐ *Advertise the public hearing in conformance with state law, if applicable.*

TASK 6.5 – SUMMARY BROCHURE FLYERS



Post-adoption, the Planning Team will prepare a highly-graphic brochure flyer which will serve as an executive summary of major or specific components of the overall plan.

Deliverables

- ☐ *Brochure Flyer, including a summary overview of key points of the Comprehensive Plan.*

TASK 6.6 – FINAL MODIFICATIONS AND DELIVER TO CITY

Post-adoption, final modifications will be made to the Public Hearing Draft to incorporate any recommended revisions made by the City Council. The adopted plan and associated materials will be delivered to the City and will include the following:

Deliverables

- ☐ *20 bound copies of the Comprehensive Plan and Transportation Master Plan.*
- ☐ *All electronic digital files.*

Transportation Master Plan Scope of Work

As an integral part of the overall project, the Project Team shall design an independent Transportation Master Plan to support the goals and objectives of the overall Comprehensive Plan. For the purposes of complying with the Texas Department of Transportation (TxDOT) Advanced Funding Agreement, the following represents the work tasks and deliverables that will be undertaken to prepare the Transportation Master Plan. The public engagement and management tasks of the Transportation Master Plan process, however, will be integrated into the overall process for the Comprehensive Plan and are shown in the preceding tasks one through six.

In order to foster an action oriented approach, the Planning Team shall design the Transportation Master Plan on performance management principles that use performance measures and benchmarks to analyze the transportation outcomes of the proposed Comprehensive Plan and craft transportation solutions that optimize the benefits of the Comprehensive Plan while addressing existing and anticipated transportation challenges. The Planning Team shall also ensure that the Transportation Master Plan acknowledges the City's role, in addition to addressing local transportation needs, as both a service provider to Bastrop County residents and a destination transportation route for regional travel.

The Planning Team shall use a vision based approach that is context sensitive and tailored to City goals and objectives. To this end, the Planning Team shall use a "complete streets" approach that promotes efficient, safe and convenient movement of people and goods to the places they wish to go by the mode of travel they wish to use. The steps in this process are described in the following tasks for developing the City of Bastrop Transportation Master Plan and transportation element of the overall Comprehensive Plan.

TASK 7.1 – REVIEW AND ANALYSIS OF EXISTING CONDITIONS

The Planning Team shall assemble existing, available GIS data along with published plans and reports. The Planning Team shall use the assembled information to conduct a GIS tabletop inventory of existing vehicle and pedestrian infrastructure, current traffic conditions and potential conflict points within the City and the ETJ in order to ensure that the Transportation Master Plan is consistent with, and derived from, sound land use, economic development and other planning analyses and policies. Among other resources, the Planning Team shall review:

- Socioeconomic data from the U.S. Census, State Data Center, CAMPO and other sources;
- Crash data from the TxDOT CRIS data base;
- Traffic counts from TxDOT and other sources;



- Available GIS resources;
- Public transit routes/stops/service and access;
- County and City land use and economic development plans;
- Downtown and neighborhood plans;
- Previous Transportation Master Plan;
- School bus routes and schedules; and
- Bicycle and pedestrian facilities.

The Planning Team shall also work with CAMPO to obtain the appropriate regional travel demand model components and available GIS data to inform the study with information related to existing and anticipated future regional growth patterns, traffic volumes and transportation capacity deficiencies.

The Planning Team shall use the data compiled to identify infrastructure, capacity and operational deficiencies based on initial assessment of the data, local knowledge of the project team members, as well as public and stakeholder input. The goal of this assessment is to form a collaborative assessment of critical locations within the City and ETJ and to prioritize critical location for primary analysis. As a part of the evaluation of existing conditions, the Planning Team shall perform several analyses including:

- *Level of Service Analysis* – The Planning Team shall perform a level-of-service (LOS) analysis of critical linkages in the transportation system, do a preliminary pedestrian suitability analysis that shall include a tabletop inventory of sidewalks and an evaluation of pedestrian mobility and connectivity as well as bicycle suitability analysis.
- *Safety* – The Planning Team shall work closely with stakeholders (such as school districts, emergency management and public safety personnel) to perform a technical analysis using resources to address traffic operations, conflict points, hazard locations and design deficiencies to identify safety issues and develop solutions for enhancing the safety of the City transportation system.
- *Travel and the Economy* – The Planning Team shall evaluate how well the transportation system supports the economic vitality of the City. In this analysis, the Planning Team shall place the focus of mobility improvements on moving people and goods via a “complete” multimodal transportation system. This includes analyzing the major access points to the city – traffic flows, employment centers versus residential areas, etc. – to improve the mobility of residents and tourists so that they can better spend money supporting the local economy. In addition, the Planning Team will make recommendations to increase the economic vitality of the region through increased mobility.
- *Travel Survey* – In coordination with the survey being prepared for the overall Comprehensive Plan, the Planning Team shall conduct a web-based survey of transportation system users to identify travel patterns identify critical transportation issues and identify ways to enhance commuter participation and reduce single occupant travel.

Deliverables

- ☐ *Maps, tables, graphs and charts of existing conditions for use in meetings and the final plan.*
- ☐ *Brief existing conditions report that can be incorporated as a chapter in the final plan.*
- ☐ *Roadway level-of-service (LOS) analysis.*
- ☐ *Pedestrian suitability analysis.*
- ☐ *Bicycle suitability analysis.*
- ☐ *Crash / safety analysis.*
- ☐ *Web-based survey of travel behavior, commuting patterns and transportation issues.*
- ☐ *Transportation and multi-modal economic strategies to support the local economy.*

TASK 7.2 – SHORT AND LONG TERM STRATEGIES

In collaboration with City staff and policy makers, the Planning Team shall develop a program of short-term and long-term transportation solutions, for further evaluation and testing. The program of projects shall be defined in sufficient detail and with sufficient supporting descriptive data to evaluate the outcomes of the transportation investment in terms of performance measures selected during the study.



Based on the review and analysis of existing conditions and the transportation strategies selected, the Planning Team shall also work with City staff to consider and evaluate revisions to City ordinances and policies, which could include access management policies, design standards to better accommodate pedestrian mobility, connectivity and safety and other innovative approaches to the multimodal transportation system that may improve future conditions without the need for major capital infrastructure investment.

Deliverable

- ☐ *A comprehensive set of long term and short term strategies for addressing City transportation current and future challenges.*

TASK 7.3 – CAPITAL IMPROVEMENT PROGRAM

As part of the efforts for the overall Comprehensive Plan and using the project prioritization matrix and the information on project costs and reasonably available revenues, the Planning Team shall work with City staff and policy makers to develop a financially realistic mix of short-term and long-term multi-modal improvements for inclusion in the capital improvement plan.

Deliverables

- ☐ *A financially achievable program of multimodal projects for phased implementation out the Comprehensive Plan time horizon.*

TASK 7.4 – TRAVEL DEMAND MODEL - TRAVEL FORECASTING

Using the CAMPO travel demand model as a starting point, the Planning Team shall refine the regional model networks, zonal geography and socioeconomic attributes to an appropriate resolution and level of detail needed to meet City objectives for analyzing and understanding the future transportation system outcomes anticipated from implementation of the Comprehensive Plan.

- *Alternatives testing* – The Planning Team shall use the resulting travel demand model and other tools and resources as appropriate to test the transportation outcomes of each transportation investment proposed for inclusion in the capital improvement plan and Thoroughfare Plan. The evaluation shall quantitatively assess the impacts of each proposed transportation improvement's impact on transportation system performance in terms of the performance measures selected during plan development.
- *Tools and training* – The Planning Team shall work with the City staff and policy makers to determine the type of travel forecasting and transportation analysis tools that are best suited to City objectives and provide training to City staff in maintaining and using these resources.

Deliverables

- ☐ *A travel demand model compatible with the regional transportation model used by CAMPO.*
- ☐ *Testing and analysis of alternative transportation scenarios.*
- ☐ *Transportation analysis training and software recommendations to City staff.*

TASK 7.5 – THOROUGHFARE PLAN

Based on the needs analysis of existing and future deficiencies and the prioritized program of projects, the Planning Team shall work with City staff, planning partners and stakeholders to select a comprehensive program of new projects and upgrades to the existing transportation system for inclusion in a Thoroughfare Plan. The Thoroughfare Plan shall identify the future functional class for each existing, improved or added roadway to be included in the plan. The Planning Team shall prepare a GIS-based Thoroughfare Plan database containing both graphic and non-graphic data attributes of each roadway in the plan. This GIS data shall be used to prepare presentation quality maps and exhibits depicting the preferred multimodal transportation system.

As an adjunct to the Thoroughfare Plan, the Planning Team shall work with the City staff and policy makers to establish an agreed upon set of design standards that consider how to apply current state of the practice concepts such as:

- Context appropriate design that considers the impact of the transportation system on adjacent land uses, respects neighborhoods and supports economic vitality;
- Access management concepts that consider the impact of adjacent land uses on the transportation system; and
- Complete streets concepts that address the transportation needs of different modes and traveler markets.

Based on the collaboration with the City, the Planning Team shall illustrate a set of typical roadway design cross sections and intersection layouts that depict each type of facility in terms of its dimensional and design standards. The typical sections for each functional classification are expected to include number of lanes, lane variations at intersections, median treatments, sidewalks, bikeways, transit amenities and total right-of-way.

Deliverables

- ☐ *A Thoroughfare Plan that utilizes a "Complete Streets" policy to define recommended roadway classifications and cross-sections.*

TASK 7.6 – OPERATIONAL ANALYSIS AND INTERSECTION DESIGN

The Planning Team shall use appropriate operational analysis software to evaluate transportation issues and impacts related to circulation, intersection and access problems associated with proposed growth. The Planning Team shall use the outcomes of this analysis to identify operational solutions such as intersection capacity, signalization improvements, turn lanes, and geometric improvements at 3-5 locations with anticipated high-value benefits.

Deliverables

- ☐ *Operational analysis of 3-5 intersections identified during the planning process.*
- ☐ *Optimized conceptual design recommendations for the selected intersections.*

TASK 7.7 – PROJECT SELECTION AND PRIORITIZATION

The Planning Team shall use the results of the evaluation process to develop a transportation project selection and prioritization matrix that can be used by the City to compare the relative merits of the projects in terms of a selected set of transportation performance measures. The Planning Team shall use the matrix to create a prioritized list of multimodal projects that can be considered for incorporation into Transportation Master Plan.

Products shall include a customized project selection and prioritization toolkit that allows the City to evaluate projects based on performance measures specifically tailored to the Comprehensive Plan goals and objectives. This approach allows the performance measures to be benchmarked and weighted based on local evaluation criteria so they are aligned with local priorities, but also are defined by the planning process.

Using this toolkit, the Planning Team shall compile the inventory of projects to be considered for inclusion in the Transportation Master Plan based on the outcomes of the analysis along with input from City staff and policy makers. Based on feedback from the City, other stakeholders and the general public, the Planning Team shall measure the list of proposed projects against the project selection criteria and rank each project in a project prioritization matrix based on their relevance and importance to the community goals and objectives articulated in the Comprehensive Plan.

Deliverables



- ☐ *Project prioritization matrix and scoring toolkit to aid in project ranking and prioritization.*

End of Scope of Services



Exhibit B, BASIS OF COMPENSATION

City of Bastrop, Texas Comprehensive Plan and Transportation Master Plan

Basic professional services as described in Exhibit A, *Scope of Services*, will be provided on a lump sum basis, **with an authorized not to exceed fee of \$394,000**. The below task breakdown provides a level of clarity as to where the project fee will be allocated; however, portions of the fee allocation may move in between tasks as the project unfolds. The overall authorized fee will not be exceeded without City's prior written authorization. Invoices will be submitted monthly based on the overall percentage of work completed. The overall fee will be allocated as follows:

TASK	FIRMS INVOLVED	PROJECTED % OF OVERALL EFFORT	PROJECTED COST (INCLUDING REIMBURSABLE COSTS)
COMPREHENSIVE PLAN			
Project Initiation and Data Collection	Halff Associates Brinkley, Sargent, Wiginton Angelou Economics	14%	\$28,000
Public Engagement	Halff Associates Alliance Transportation Group	14%	\$27,000
Goals and Vision Framework	Halff Associates	5%	\$9,000
Plan Element Recommendations and Draft Document	Halff Associates Brinkley, Sargent, Wiginton Angelou Economics	53%	\$102,000
Implementation Strategies & CIP	Halff Associates Brinkley, Sargent, Wiginton Angelou Economics	8%	\$16,000
Final Plan and Adoption Process	Halff Associates	6%	\$12,000
Comprehensive Plan Subtotal			\$194,000
TRANSPORTATION MASTER PLAN*			
Review & Analysis of Existing Conditions	Alliance Transportation Group Halff Associates	8%	\$16,500
Short- and Long-Term Strategies	Alliance Transportation Group Halff Associates Angelou Economics	13%	\$25,500
Travel Demand Model / Travel Forecasting	Alliance Transportation Group	9%	\$18,000
Thoroughfare Plan	Alliance Transportation Group Halff Associates	33%	\$65,000
Operational Analysis & Intersection Design	Alliance Transportation Group	12%	\$24,000
Project Selection and Prioritization	Alliance Transportation Group	14%	\$28,500
Compatibility with Other Plans	Alliance Transportation Group Halff Associates	11%	\$22,500
Transportation Plan Subtotal			\$200,000
Project Total**			\$394,000
* The subtasks include fee for engagement and the development of transportation related land use, economic, and associated strategies.			
** The total project fee includes reimbursable costs (note that reimbursables for mileage is based on the federal reimbursement rate).			



ADDITIONAL MEETINGS FEE SCHEDULE

Additional services for tasks not included in the proposed approach can be added as needed or as appropriate. Costs for specific items are as follows:

- *Public Meetings* – \$5,000 per meeting (includes meeting preparation, maps and presentations for meetings, staffing, and summary of meeting)
- *Stakeholder Meetings* – \$500 per meeting (for 1 to 2 hour meeting, includes meeting preparation, maps and presentations for meetings as needed, staff attendance, and summary of meeting)
- *Additional economic analysis by Angelou Economics: Reverse site selection* – \$10,000; cost of operations model - \$15,000
- *Specific planning focus elements* – To be determined on a case by case basis, using rates shown below.

HOURLY RATE SCHEDULE

For additional tasks that may be authorized by the City of Bastrop, in writing, and that are not included in this Scope of Services, the following hourly rate schedule will apply.

HALFF DESIGN + PLANNING COLLABORATIVE

- Principle/Project Manager – \$220/hour
- Senior Staff Planner – \$150/hour
- Planner – \$90/hour
- GIS/Graphics Technician – \$75/hour

OTHER PLANNING TEAM MEMBERS

- Alliance Transportation Group – \$73 to \$230/hour (\$150 averaged)
- Brinkley, Sargent, Wiginton – \$120 to \$240/hour (\$180 averaged)
- Economics Analysts, Angelou Economics – \$250/hour

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 5, 2015MEETING DATE: June 9, 2015

1. Agenda Item: **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: **Michael H. Talbot**

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

In November 2014, the City Council evaluated the status of the City's solid waste services and determined that rather than renew and/or extend our current contract for "Solid Waste & Recycling Services" with Republic Waste Services, it would be in the best interest of the citizens for the City to open the Contract to proposals and bids. To accomplish this, the Council directed that the City Manager's go through the process of preparing a "Request for Proposals" to solicit bids for the provision of "Solid Waste & Recycling Services" for the City of Bastrop. After evaluating the components of what is required to properly prepare a "Request for Proposals for Solid Wastes & Recycling Services," I determined that proper preparation of the "Request for Proposals" was going to be a complex process and with the tight timeline involved, I felt the City would benefit from the services of a qualified consultant. I recalled reading an article in the TML Magazine [Article Attached], some time ago, about how the City of Cedar Park approached obtaining services for "Solid Waste and Recycling Services". I contacted the firm of Burns & McDonnell, that had facilitated the contract for Cedar Park with such success, to discuss if their firm would be interested in assisting the City of Bastrop in preparing a "Request for Proposal" (RFP) for Solid Waste & Recycling Services. Burns & McDonnell, who has a Austin team with over a decade of experience in this type of procurement work, expressed an interest and after discussing the parameter of the services that Burns & McDonnell would provide the City of Bastrop, I retained Burns & McDonnell to assist the City in preparing the RFP. At the same time, to ensure that the City's specific needs were adequately addressed in the process, I created an in-house "RFP Team" to work with Burns & McDonnell in preparing the RFP for the City. The City's team included Ms. Tracey Moffett, Ms. Tracy Waldron, Mr. Trey Job, Ms. Brown (City Attorney) and myself. [Ms. Karla Stovall was part of the Team until she left the City on May 15, 2015]. Countless hours were spent in the preparation of the RFP (which was developed as a "best value" procurement pursuant to State law), sending the RFP out, obtaining the proposals and bids, analyzing the proposals and bids, interviewing the vendors and - finally - identifying the Proposer/Firm that provided the overall "best value" to the City and, thus, would be recommended to the Council for award of the 2015 Contract for Solid Waste & Recycling Services for the City of Bastrop. The City was fortunate to receive several qualified and competitive bid proposals. We enjoyed the opportunity to interview and talk with the various firms who submitted proposals. As previously stated, many hours were spent on the "RFP" process, but it was time well spent because, in the end, I am confident that a completely fair and equitable "RFP Process" was developed and implemented, that the State's procurement laws were strictly complied with in every respect, and that the decision on which Firm to recommend to the Council is justified on the basis of the "Best Value Criteria" that was set forth in the RFP. The recommendation of the City's RFP Team is that contract be awarded to "Progressive Waste Solutions". The staff is dedicated to working with Progressive to make the transition a positive experience for the City and its citizens.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. 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, agree 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 a 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:

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

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

BY: _____
City Manager _____

CONTRACTOR:

PROGRESSIVE WASTE SOLUTIONS OF TX,
INC.

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.

John Rowe
Tom Elam

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	\$ <u>N/A</u>	Per month per Residential Service Unit
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<u>Only</u> Assembly and Distribution of all Carts purchased by the City	\$ <u>N/A</u>	Per month per Residential Service Unit
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Optional RFID tag on carts	\$ <u>N/A</u>	Per month per Residential Service Unit
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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 5, 2015MEETING DATE: June 9, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION EXPRESSING SUPPORT FOR THE XS RANCH TO CREATE A "PUBLIC IMPROVEMENT DISTRICT" FOR PHASE I OF THE XS RANCH PROJECT AND AUTHORIZING THE CITY MANAGER TO WORK WITH OFFICIALS OF XS IN THE CREATION OF A "PUBLIC IMPROVEMENTS DISTRICT" FOR PHASE I OF THE XS RANCH PROJECT.**

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

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

Included in my City Manager's Report I included an item regarding an item that would be on the June 9, 2015 City Council meeting related to the creation of "Public Improvements District" for Phase I of the XS Ranch Project. Mr. John Landwehr will be in attendance to make his presentation and address any concerns the City Council may have on the creation of the "Public Improvement District". I will point out that this is the first step in several steps that the Council must approve in order for "XS Ranch" to create a "Public Improvements District" for Phase I of the XS Ranch Project. When I review this item on my City Manager's Report with Council, some concern was expressed that one of the items to be funded under the "Public Improvements District" was Landscaping. I discussed this concern with Mr. Landwehr and he advised me the "Landscaping" referenced in the PID funding was only to provide landscaping along the major road ways.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____
b) _____
c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

DRAFT



★ XS RANCH ★

BASTROP, TX

**XS Ranch Public Improvement District
City Council Presentation
City of Bastrop, Texas**

What is a Public Improvement District?

- ▶ Economic development tool that can use property assessments and nonrecourse municipal bonds to immediately finance construction of public improvements.
- ▶ City can use bond revenue to immediately fund projects benefitting the property in the PID and assesses PID property owners to repay bonds
- ▶ Bond proceeds are held by Trustee selected by the City

DRAFT

Projected Capital Improvements for the XS PID

- Streets and sidewalks
- Water
- Wastewater, health and sanitation
- Drainage facilities
- Landscaping and other aesthetics
- Park and recreation
- Parking facilities

DRAFT

How Does Use of a PID Benefit the City of Bastrop?

- ▶ **Accelerates project development** - XS Ranch has already and plans to continued to invest significantly more into the development of this community. XS Ranch intends to use the PID as a primer to the development. It is intended that the Municipal Utility Districts will be used in the areas not reserved for the PIDs.
- ▶ **Enhances project viability** by assuring key infrastructure will be in place
- ▶ **Facilitates private equity investment and debt financing**
- ▶ PID bond issuance and structure are controlled by City

DRAFT

How Does Use of a PID Affect the City of Bastrop?

- ▶ We are working with the City's Staff and Consultants to minimize the financial or legal impact to the City of Bastrop
- ▶ All administrative requirements may be outsourced to third parties, who would be selected by the City, report annually to the City Council and be compensated by the PID revenues. We do not intend to request a separate PID board; the City Council will entirely govern.

DRAFT

How Does a PID Financing Benefit Homeowners?

- ▶ **Cost certainty:** The property owner knows exactly what the assessment bill will be for the PID annually; this will be set prior to home ownership and will remain a consistent amount for the life of the PID.
- ▶ **Increased property values:** The PID assessment is fixed at time of Bond Sale; it will not increase as the property value increases.
- ▶ **Finite life of obligations:** We intend to use 30 year bond terms; therefore, after 30 years the PID obligations will cease.
- ▶ **Assessments can be prepaid without penalty at any time:** a property owner can “pay off” the entire assessment at any time.
- ▶ **PID “assessment rate” vs. MUD tax rate:** We intend to set up the “assessment rate” to be similar to the XSR MUD tax rate.

DRAFT

What is the PID Repayment Mechanism?

- ▶ Assessments placed on each individual parcel or lot
- ▶ All homeowner obligations are **known and certain** at time of purchase
- ▶ Assessments are **paid annually** with property taxes
- ▶ Assessments are due only until the bonds are paid off
- ▶ Example: \$250,000 home has a \$27,449 assessment - their annual PID payment is \$2,007 per year.

DRAFT

DRAFT

Estimated PID Impact on Homeowners

Estimate Home Value	Assessment Per Lot	Annual Installment Per Lot	Equivalent Tax Rate (per \$100/AV)
\$225,000	\$24,704	\$1,806	\$ 0.80
\$250,000	\$27,449	\$2,007	\$ 0.80
\$275,000	\$30,194	\$2,208	\$ 0.80
\$325,000	\$35,684	\$2,609	\$ 0.80
\$350,000	\$38,429	\$2,810	\$ 0.80
\$400,000	\$43,919	\$3,211	\$ 0.80

What is the PID Bond Collateral?

- ▶ The PID debt is **secured by a Special Assessment Lien** on the PID Land
- ▶ Appraiser would be **independent and hired** by the City
- ▶ Project appraised value (land “**as is**” plus value of improvements to be constructed with bond funds) is primary factor in determining bond capacity (**typical bond size is 1/3 of appraised value**)
- ▶ **Does not rely upon future development** to create value to support bond issue and debt payment
- ▶ City, County, and ISD Tax Liens remain in first payment priority position

DRAFT

Proposed Terms of PID Bonds

- ▶ Maximum total indebtedness - \$30,000,000
- ▶ Maximum construction costs funded - \$25,000,000
- ▶ Minimum appraised value to debt ratio - 3.0:1
- ▶ Maximum years of capitalized interest - 2
- ▶ Maximum term of bonds - 30 years

DRAFT

Selected Completed PID Bond Issues – State of Texas

Jurisdiction	Project	Developer/ Owner	Bond Size	Value to Lien	Closing Date
McLendon Chisolm	Sonoma Verde	Sterling One Properties	\$ 7,600,000	4.11	Apr-15
Waxahachie	North Grove*	John Houston Homes	\$ 6,675,000	3.01	Mar-15
Westlake	Entrada	Centurion American	\$ 26,175,000	3.42	Feb-15
Celina	Lakes at Mustang Ranch	Cambridge	\$ 22,150,000	3.43	Jan-15
Galveston	Bayside at Waterman's*	Stonehenge Development	\$ 9,600,000	3.06	Dec-14
Leander	Oak Creek*	Sentinel/Cotter	\$ 5,200,000	4.02	Nov-14
Celina	Creeks of Legacy	Centurion American	\$ 15,500,000	2.80	Jul-14
Hackberry	Shores at Hidden Cove	Lennar	\$ 4,850,000	3.00	Jul-14
Flower Mound	River Walk at Central Park	Centurion American	\$ 16,000,000	3.09	May-14
Fate	Williamsburg	Centurion American	\$ 8,075,000	5.71	Apr-14
Little Elm	Valencia	Centurion American	\$ 16,240,000	3.26	Feb-14
Austin	Estancia*	Stratford Land	\$ 12,590,000	3.00	Jul-14
Lago Vista	Tessera*	Hines	\$ 24,690,000	3.31	Nov-12
Austin	Whisper Valley*	Taurus	\$ 33,985,168	4.35	Nov-11
Austin	Indian Hills*	Taurus	\$ 5,192,350	4.43	Nov-11

* - DPGF served as Special Assessment Consultant to Developer/Owner

DRAFT

XS Ranch

Projected Phase 1 Project

Investment

JL2

TOTAL PHASE I MASTER PID ELIGIBLE COSTS	
Roads & Bridges	\$ 10,264,332
Water & Sewer	\$ 9,844,275
Parks Trails & Lakes	\$ 1,815,000
Eng & Soft Costs	15% \$ 3,786,507
Contingency	15% \$ 4,281,017
Total	\$ 29,991,131

ADDITIONAL PHASE 1 NON-PID FUNDED COSTS	
HOA Amenities	\$ 2,830,000
Internal Lot Development Costs	
Eng & Soft Costs	15%
Contingency	15%
Total	

Total Phase 1 Project Investment	\$ 29,991,131
---	----------------------

Slide 13

JL2 John Landwehr, 5/1/2015

Process to create a PID and approve sale of Bonds

- ▶ **City Council Meeting #1:** Introduction of PID to City: We need the go ahead to work with the City Staff to prepare the petition. (action item in the affirmative)
- ▶ We will prepare the PID Petition with the City Staff.
- ▶ **City Council Meeting #2:** Review PID Petition: At this meeting the Petition will be presented by XSR and City Staff. It is the framework for the formation of the PID. It will also set the public hearing. (15 days)
- ▶ **City Council Meeting #3:** Approve formation of PID: This allows us to create the PID and start the legal and financial work to create and levy the assessments.
- ▶ XSR will prepare the Project and Finance Plan under the terms of the PID formation, including the Property Appraisal and preparation of the bond documentation.
- ▶ **City Council Meeting #4:** Review and approval of bond issue: City Council will approve bond sale.
- ▶ **Complete bond issue:** Bonds will be sold
- ▶ **Initiate construction** of infrastructure improvements

DRAFT

Desired Outcome from tonight's meeting:

The go ahead from the City Council to work with the City Staff to prepare the petition.

With go ahead we will prepare the PID Petition with the City Staff and present that to the City Council

DRAFT

DRAFT

For Additional Information:

John C. Landwehr
Coast Range Investments
818 Sayers Road
Bastrop, TX 78602
jlandwehr@cr-invests.com
www.cr-invests.com

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 5, 2015

MEETING DATE: June 9, 2015

1. Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of **TISH WINSTON**, Place 3, Planning & Zoning Commission/Impact Fee Advisory Board

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:



RECEIVED MAY 01 2010

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	Winston	First	Katisha	Middle	Annette
Street Address	703 Hill St.	Mailing Address	703 Hill St.		
Apt/Unit #		City	Bastrop	State	Texas
				ZIP Code	78602
Phone	(512) 718-2622	E-mail Address	Tish.winston@bluebonnet.coop		
Date Available	ASAP	I have lived in Bastrop	39	years.	Place of Employment
					Bluebonnet Electric
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	Johnny Sanders	Relationship	Co-worker
Company	Bluebonnet Electric	Phone	(512) 376-8244
Full Name	Ronnie McDonald	Relationship	Pastor
Company	Texas A&M	Phone	(512) 848-7958
Full Name	Sandra Hernandez	Relationship	SD-Worker
Company	Bluebonnet Electric	Phone	(512) 573-9149

SECTION C: ADDITIONAL INFORMATION

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

☒ NO

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

Citizen of Bastrop, Former Bluebonnet Electric Community Representative

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

this is my way of giving back to my community by making a difference in the lives of Bastropians

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

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

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

4/30/15

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 5, 2015**MEETING DATE: **June 9, 2015**

1. Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of **CONNIE SCHROEDER**, Place 5, Planning & Zoning Commission/Impact Fee Advisory Board

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:



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.

RECEIVED
7/8/14

New Appointment: ☐

Request for Re-Appointment: ☒

SECTION A: APPLICANT INFORMATION

Last Name	SCHROEDER	First	CONNIE	Middle	BEIGANCE	
Street Address	238 LAURA LANE		Mailing Address	same		
Apt/Unit #	City	BASTROP	State	TX	ZIP Code	78602
Phone	(512) 985-5141		E-mail Address	CSchroeder6@austin.rr.com		
Date Available	immediate	I have lived in Bastrop	7 years.	Place of Employment	Retired	
Have you filed an application here before?	YES ☒	NO ☐	If so, when?	Planning + Zoning, 2011		
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	Ronald Neighbors	Relationship	Former Boss / Friend
Company	HGCCSD	Phone	(281) 455-3838
Full Name	Joe Bland	Relationship	Former Boss / Friend
Company	Joe Bland Construction	Phone	(512) 821-2808
Full Name	Kristi Glasper	Relationship	Board Affiliation
Company	CASA	Phone	(512) 303-2272

SECTION C: ADDITIONAL INFORMATION

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

CASA - secretary of the Board

Bastrop Christian church - Martha Ministry Committee

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

Registered civil engineer with experience working for civil consulting firms, developers + contractors

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

I would like to use my experience to positively impact the City of Bastrop

SCHROEDER, CONNIE

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

Connie Brigance Schroeder

Date

April 7, 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:	4/8/15 @ 9:30am	Application Received by:	[Signature]
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

RECEIVED
RC4-15-15

April 13, 2015

Mayor Ken Kesselus
City of Bastrop
1311 Chestnut Street
Bastrop, Tx 78602

RE: Planning and Zoning Commission

Dear Mayor Kesselus,

Please allow this letter to serve as my formal response to explain my reasons for requesting re-appointment to the Planning and Zoning Commission.

I took the Oath of Office for the Planning and Zoning Commission on September 29, 2011 and subsequently "drew" for a three year term, all this to say I am completing my first term. I would like to serve a second term. Should my second term be approved, I intend to retire for a time in order to specifically address the concerns you mentioned in your letter. My request for a second term is driven by two distinct factors. My work experience and unique perspective.

As a retired professional civil engineer, I believe my work experience is relevant and directly beneficial when considering items before the Commission. Most recently, I was asked to participate on the Form Based Code Task Force as final revisions were made to the code. Having participated throughout the Form Based Code process I would very much like to participate in the implementation of the same.

When considering items before the Commission, my unique perspective comes from living within the City limits, but not in the downtown area or a major subdivision. I have lived in Bastrop full time for less than ten years, but I am married to a native Bastrop resident. I have grand children living in the Historic District. I volunteer for the Bastrop YMCA, serve on the Bastrop CASA Board and attend a local church.

All of these factors contribute to my decision making process to ensure every vote I cast is in the best interest of the City of Bastrop and all our residents.

I appreciate your time in reviewing and considering my application. I am available at your convenience should you have any questions or wish to discuss further.

Best regards,



Connie B Schroeder, P.E.
238 Laura Lane
Bastrop, Tx 78602
512-985-5141

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 5, 2015

MEETING DATE: June 9, 2015

1. Board appointment by Mayor Kesselus and subject to confirmation by the Bastrop City Council on the appointment of **DEBBIE MOORE**, Place 7, Planning & Zoning Commission/Impact Fee Advisory Board

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:



RECEIVED
6-18-15

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	MOORE	First	DEBORAH	Middle	A
Street Address	1306 CHURCH ST		Mailing Address	SAME	
Apt/Unit #	—	City	BASTROP	State	TX
				ZIP Code	78602
Phone	(225) 862-4702		E-mail Address	MOOREABOUTBASTROP@YAHOO.COM	
Date Available	Now	I have lived in Bastrop	10 years.	Place of Employment	RETIRED
Have you filed an application here before?	YES ☒ NO ☐	If so, when?	2002, 2007 APPROX		
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 ☒	PT. TIME	

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	WILLIE DE LA ROSA	Relationship	FRIEND
Company	U.S. POST OFC.	Phone	512 775 0653
Full Name	MARTHA HARRIS	Relationship	FRIEND
Company	AT&T CONSULTANT	Phone	512 718 0058
Full Name	NANCY WOOD	Relationship	FRIEND
Company	RETIRED	Phone	(512) 629-6514

SECTION C: ADDITIONAL INFORMATION

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

BASTROP FILM COMMISSIONER, CHURCH COMMITTEES

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

PREVIOUS SERVICE ON COMMISSION, COMMUNITY INVOLVEMENT

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

DESIRE TO SERVE MY COMMUNITY

SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

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

DISCLAIMER AND SIGNATURE

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

Signature

Deborah R. Moore

Date

5-12-15

WRITTEN NOTICE

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

OFFICE USE ONLY

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

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **June 5, 2015**MEETING DATE: **June 9, 2015**

1. Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending in April 30, 2015.

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

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:

**CITY OF BASTROP, TEXAS
MONTHLY FINANCIAL REPORT AND
QUARTERLY FINANCIAL REPORT
FOR PERIOD ENDING APRIL 30, 2015**



CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF APRIL 30, 2015

Fiscal year 2015 is 7 month or 58% completed as of April 30, 2015.

- General Fund revenues reflect \$6,739,985 collected or 71% of the budgeted revenue received. Expenditures represent \$5,456,711 or 54% of the budget spent.
- Water/ Wastewater Fund revenues reflect 54% collected or \$2,350,837. Expenditures represent 52% spent or \$2,039,910.
- The Electric Fund revenues reflect 55% collected or \$4,173,527. Expenditures represent 48% spent or \$3,751,678.
- The Hotel /Motel Fund revenues reflect 54% collected or \$1,438,611. Expenditures represent 55% spent or \$1,403,789.

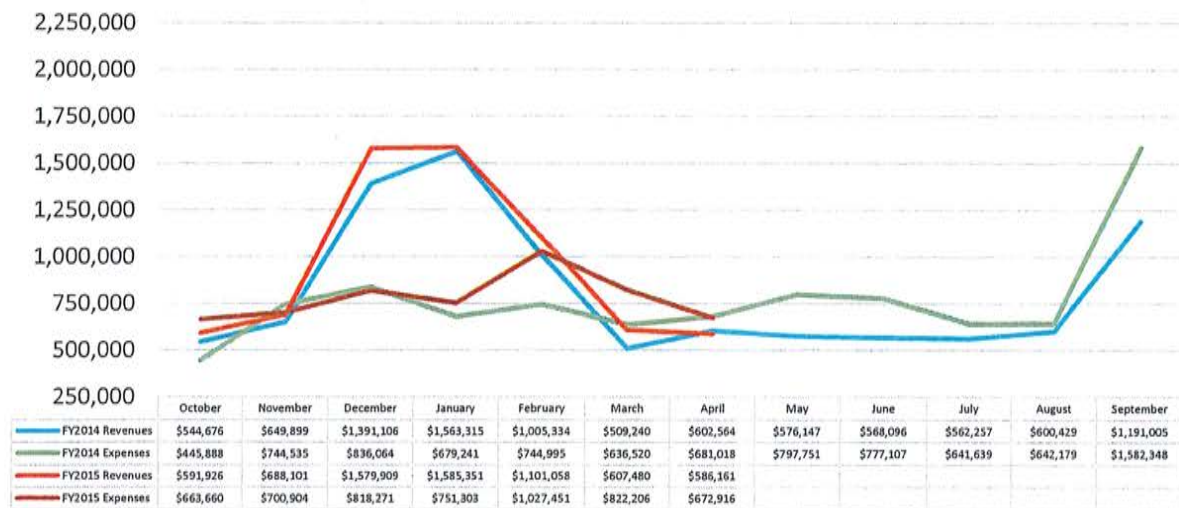
Revenues

Expenditures

	FY 2015 Budget	FY 2015 Actual	% of FY2015 Budget	FY 2015 Budget	FY 2015 Actual	% of FY2015 Budget
General Fund	\$ 9,381,088	\$ 6,739,985	71.32%	\$ 9,937,808	\$ 5,456,711	53.91%
WWW Fund	\$ 4,338,480	\$ 2,350,837	54.19%	\$ 3,911,020	\$ 2,039,910	52.16%
Electric Fund	\$ 7,513,000	\$ 4,173,527	55.55%	\$ 7,753,790	\$ 3,751,678	48.39%
Hotel Motel Fund	\$ 2,647,000	\$ 1,438,611	54.35%	\$ 2,495,988	\$ 1,403,789	54.73%

GENERAL FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2015

- ❑ Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- ❑ Due to an audit adjustment that accrues our revenue into the period it was earned, the Sales Tax revenue earned in October and November are estimated.

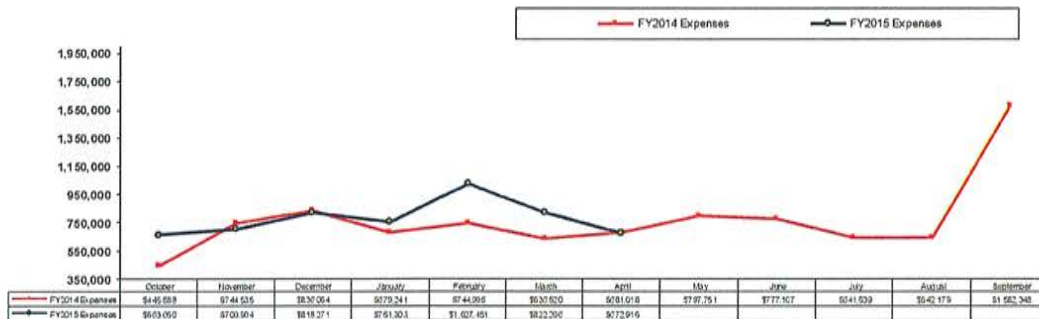


GENERAL FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2015

FY 2014 & 2015 Revenues



FY 2014 & 2015 Expenditures

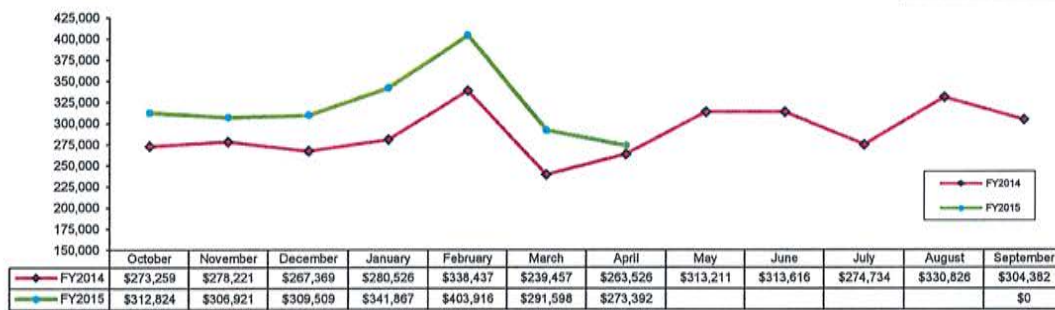


GENERAL FUND REVENUE AS OF APRIL 30, 2015

Sales Tax

FY2015 YTD \$2,240,027

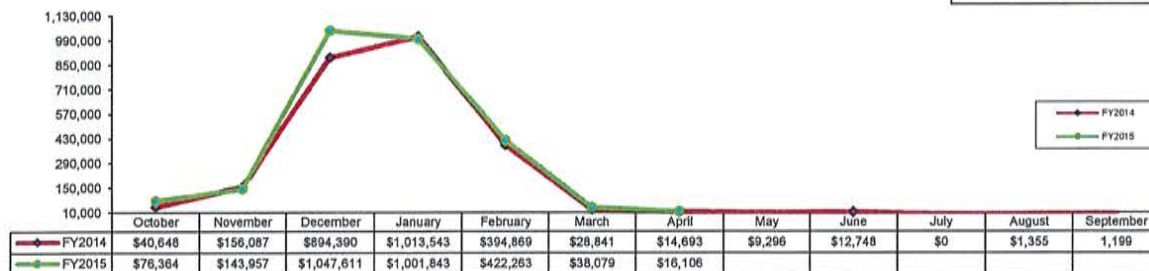
FY2015 Budgeted \$3,430,000



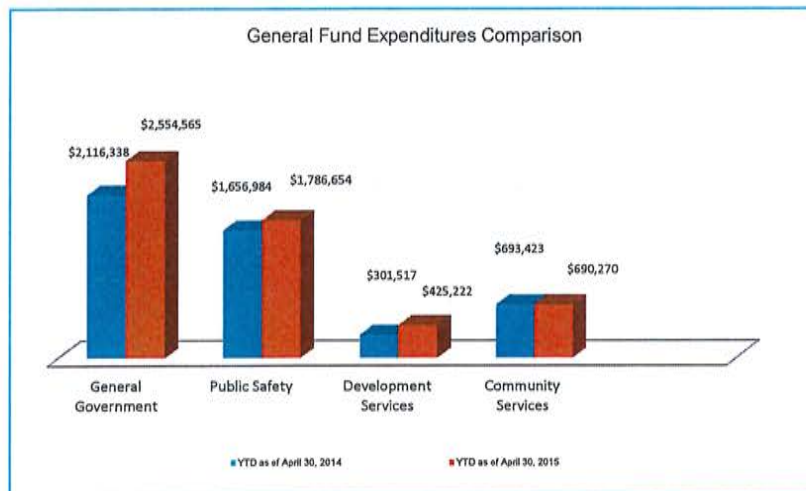
Ad Valorem Taxes

FY2015 YTD \$2,746,223

FY2015 Budget \$2,779,920



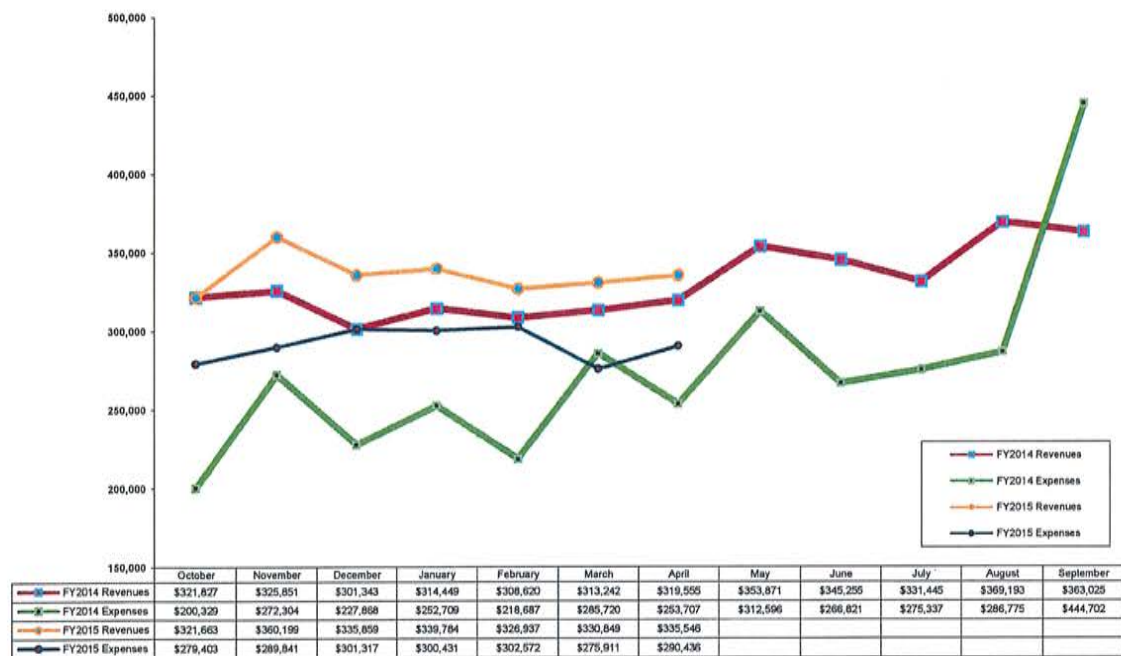
GENERAL FUND EXPENDITURES AS OF APRIL 30, 2015



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

WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2015

□ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of April 30, 2015 are \$2,350,837 or 54.19% of the year.



WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF APRIL 30, 2015

FY 2014 & 2015 Revenues

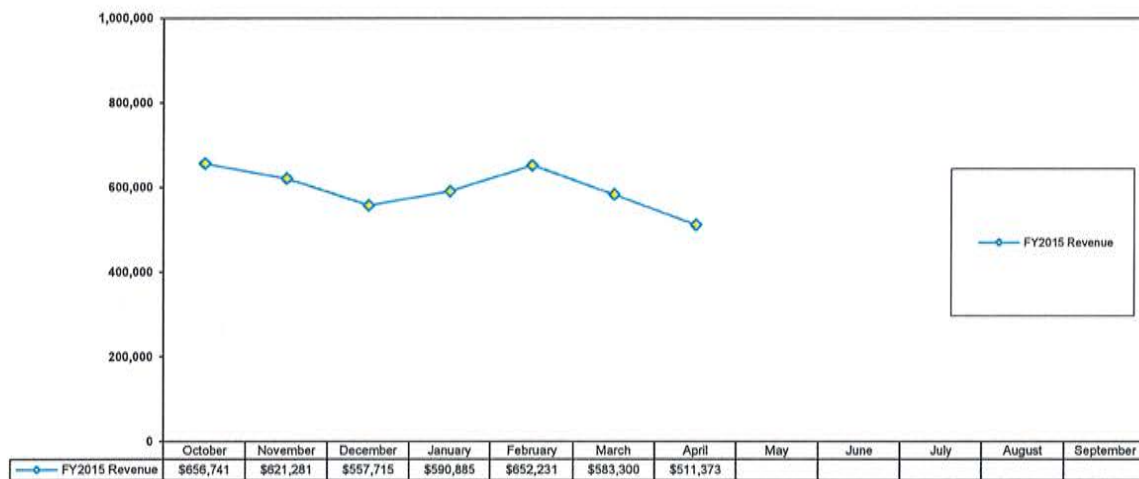


FY 2014 & 2015 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE AS OF APRIL 30, 2015

□ Electric Fund Revenues Year-to-date (YTD) as of April 30, 2015 are \$4,173,527 or 55% of the FY2015 adopted budget.



HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES AS OF APRIL 30, 2015

- ❑ Revenues as of April 30, 2015 represent YTD earned revenue of \$1,438,611. Due to an audit adjustment that accrues our revenue into the period it was earned, the revenue earned in October is an estimate.
- ❑ Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses



City of Bastrop
Quarterly Investment Summary
As of APRIL 30, 2015

TEXPOOL

12/31/2014 Beginning Book and Market Value Balance \$32,762,657

Subtractions/ Changes to Market Value \$1,623,060

04/30/2015 Ending Book and Market Value Balance \$34,385,717

Accrued Interest for Reporting Period: \$5,383.12

Weighted Average Maturity (WAM): 51 days

Average Monthly Yield, on a simple basis: .0561%

CERTIFICATES OF DEPOSIT

12/31/2014 Beginning Balance and Market Value \$1,500,000

Additions/ Changes to Market Value \$0

04/30/2015 Current Balance and Market Value \$1,500,000

Maturity Date: 04/26/2016

Term Date: 365 days

Current Rate: .80 %

POOLED CASH

12/31/2014 Beginning Book and Market Value Balance \$1,314,251.21

Subtractions/ Changes to Market Value (\$983,446.24)

04/30/2015 Ending Book and Market Value Balance \$330,804.97

Accrued Interest for Reporting Period: \$4,189.55

FINANCIAL STATEMENT REPORTS ARE ATTACHED

- General Fund
- Water/ Wastewater Utility Fund
- Hotel Motel Fund

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4001 CURRENT TAXES M&O	2,543,070.69	2,779,920.00	16,105.56	2,746,222.89	33,697.11	98.79
00-00-4002 DELINQUENT TAXES M&O	22,072.99	35,750.00	2,200.83	19,075.26	16,674.74	53.36
00-00-4003 PENALTIES & INTEREST M&O	15,837.35	26,000.00	3,981.05	19,034.51	6,965.49	73.21
00-00-4004 FRANCHISE TAX	191,402.36	400,000.00	71,275.07	213,737.74	186,262.26	53.43
00-00-4006 CITY SALES TAX	1,940,794.78	3,495,000.00	273,392.03	2,240,026.49	1,254,973.51	64.09
00-00-4008 OCCUPATION TAX	7,965.95	8,000.00	1,065.00	2,515.00	5,485.00	31.44
00-00-4009 MIXED BEVERAGE TAX	20,178.94	20,000.00	12,052.09	23,055.37	(3,055.37)	115.28
00-00-4010 380 AGREEMENT PROP REFUND	0.00	0.00	0.00	(44,029.26)	44,029.26	0.00
TOTAL TAXES & PENALTIES	4,741,323.06	6,764,670.00	380,071.63	5,219,638.00	1,545,032.00	77.16
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	66,774.30	75,000.00	6,622.95	68,649.59	6,350.41	91.53
00-00-4021 ZONING FEES	1,503.00	3,000.00	0.00	612.00	2,388.00	20.40
00-00-4022 PLATTING FEES	6,510.00	6,000.00	0.00	16,013.80	(10,013.80)	266.90
00-00-4023 SPECIAL EVENT PERMIT FEE	1,100.00	2,000.00	200.00	600.00	1,400.00	30.00
TOTAL LICENSES & PERMITS	75,887.30	86,000.00	6,822.95	85,875.39	124.61	99.86
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	210.00	200.00	5.00	140.00	60.00	70.00
00-00-4043 PARKS RECEIPTS	1,190.00	1,600.00	245.00	820.00	780.00	51.25
00-00-4044 PD ACCIDENT REPORTS	1,155.00	1,800.00	184.00	1,160.00	640.00	64.44
00-00-4046 SPECIAL EVENTS HOT REIMB	9,644.32	35,000.00	0.00	10,613.00	24,387.00	30.32
00-00-4049 TRANSFER STATION RECEIPTS	2,898.02	7,000.00	505.00	2,885.00	4,115.00	41.21
TOTAL CHARGES FOR SERVICES	15,097.34	45,600.00	939.00	15,618.00	29,982.00	34.25
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	108,431.94	178,800.00	16,340.96	151,392.45	27,407.55	84.67
00-00-4076 LIBRARY RECEIPTS	9,189.07	16,000.00	1,349.56	9,395.27	6,604.73	58.72
00-00-4078 JUVENILE CASE MANAGER-M/C	2,959.81	5,100.00	689.07	5,452.44	(352.44)	106.91
00-00-4080 TEEN COURT (MC)	772.58	1,000.00	24.05	354.40	645.60	35.44
TOTAL FINES & FORFEITURES	121,353.40	200,900.00	18,403.64	166,594.56	34,305.44	82.92
OTHER REVENUE						
TOTAL						
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	2,766.29	5,000.00	757.23	2,948.60	2,051.40	58.97
TOTAL INTEREST INCOME	2,766.29	5,000.00	757.23	2,948.60	2,051.40	58.97

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INTERGOVERNMENTAL						
00-00-4411 BASTROP CO/LIBRARY	8,500.00	0.00	0.00	0.00	0.00	0.00
00-00-4413 BIRD PROJECT RECEIPTS	46,525.30	40,000.00	12,084.08	26,499.33	13,500.67	66.25
00-00-4414 DEPT OF JUSTICE GRANT REIMB	0.00	0.00	0.00	694.43	(694.43)	0.00
00-00-4415 EMERGENCY MANAGEMENT	28,051.19	30,000.00	7,167.59	23,368.97	6,631.03	77.90
00-00-4419 PROPERTY LIEN PAYMENTS	12,016.59	0.00	5,436.77	7,705.00	(7,705.00)	0.00
00-00-4490 ELECTRIC IN-KIND	301,163.31	516,280.00	43,023.33	301,163.31	215,116.69	58.33
00-00-4491 WATER/WASTEWATER IN-KIND	309,761.62	531,020.00	44,251.66	309,761.62	221,258.38	58.33
00-00-4493 BEDC IN-KIND	116,129.93	169,080.00	(3,410.09)	96,129.85	72,950.15	56.85
00-00-4495 CONVENTION CENTER IN-KIND	101,570.00	174,120.00	14,510.00	101,570.00	72,550.00	58.33
TOTAL INTERGOVERNMENTAL	923,717.94	1,460,500.00	123,063.34	866,892.51	593,607.49	59.36
MISCELLANEOUS						
00-00-4509 GENERAL DONATIONS	250.00	718.00	0.00	1,545.38	(827.38)	215.23
00-00-4512 SALE OF FIXED ASSETS	6,539.33	0.00	0.00	546.00	(546.00)	0.00
00-00-4522 WORKERS COMP. REIMBURSE	1,208.46	4,000.00	0.00	0.00	4,000.00	0.00
00-00-4536 MISCELLANEOUS	19,572.13	21,000.00	929.84	12,545.53	8,454.47	59.74
00-00-4537 INSURANCE PROCEEDS	542.85	0.00	4,048.53	9,906.31	(9,906.31)	0.00
TOTAL MISCELLANEOUS	28,112.77	25,718.00	4,978.37	24,543.22	1,174.78	95.43
TRANSFERS-IN						
00-00-4703 TRANSFERS IN - ELECTRIC FUND	357,875.00	613,500.00	51,125.00	357,875.00	255,625.00	58.33
00-00-4704 TRANS IN - SANITATION FUND	0.00	48,000.00	0.00	0.00	48,000.00	0.00
00-00-4718 TRANSFER-IN SPECIAL PROJECT	0.00	200,000.00	0.00	0.00	200,000.00	0.00
TOTAL TRANSFERS-IN	357,875.00	861,500.00	51,125.00	357,875.00	503,625.00	41.54
** TOTAL REVENUE **						
	6,266,133.10	9,449,888.00	586,161.16	6,739,985.28	2,709,902.72	71.32
	=====	=====	=====	=====	=====	=====

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL SERVICES	3,526.58	5,970.00	540.84	3,502.87	2,467.13	58.67
SUPPLIES & MATERIALS	543.89	4,530.00	781.38	3,362.70	1,167.30	74.23
OCCUPANCY	4,923.74	8,000.00	648.38	4,508.07	3,491.93	56.35
CONTRACTUAL SERVICES	885.00	11,800.00	75.00	710.00	11,090.00	6.02
OTHER CHARGES	8,038.90	19,940.00	100.00	6,946.07	12,993.93	34.83
TOTAL 00-NON-PROGRAM	17,918.11	50,240.00	2,145.60	19,029.71	31,210.29	37.88
TOTAL LEGISLATIVE	17,918.11	50,240.00	2,145.60	19,029.71	31,210.29	37.88
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL SERVICES	92,705.27	182,580.00	19,379.20	98,714.40	83,865.60	54.07
SUPPLIES & MATERIALS	8,806.98	14,740.00	620.19	9,312.09	5,427.91	63.18
MAINTENANCE & REPAIRS	4,296.90	7,160.00	183.98	2,769.98	4,390.02	38.69
CONTRACTUAL SERVICES	277,104.27	574,570.00	29,069.36	657,215.47	(82,645.47)	114.38
OTHER CHARGES	236,530.86	485,115.00	2,105.92	286,999.69	198,115.31	59.16
CAPITAL OUTLAY	22,500.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	641,944.28	1,264,165.00	51,358.65	1,055,011.63	209,153.37	83.46
TOTAL ORGANIZATIONAL	641,944.28	1,264,165.00	51,358.65	1,055,011.63	209,153.37	83.46
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	175,190.87	293,613.00	23,443.22	161,565.28	132,047.72	55.03
SUPPLIES & MATERIALS	4,128.67	6,450.00	407.48	4,830.71	1,619.29	74.89
OCCUPANCY	4,866.31	9,400.00	693.08	4,689.10	4,710.90	49.88
CONTRACTUAL SERVICES	108.50	350.00	0.00	87.50	262.50	25.00
OTHER CHARGES	8,978.74	11,740.00	(534.00)	6,496.85	5,243.15	55.34
TOTAL 00-NON-PROGRAM	193,273.09	321,553.00	24,009.78	177,669.44	143,883.56	55.25
TOTAL CITY MANAGER	193,273.09	321,553.00	24,009.78	177,669.44	143,883.56	55.25
CITY SECRETARY						

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-NON-PROGRAM						
PERSONNEL SERVICES	38,629.43	72,759.00	8,996.26	43,405.15	29,353.85	59.66
SUPPLIES & MATERIALS	709.38	5,975.00	107.37	1,038.52	4,936.48	17.38
OCCUPANCY	1,229.65	2,190.00	230.29	1,533.09	656.91	70.00
CONTRACTUAL SERVICES	950.00	5,600.00	0.00	2,090.00	3,510.00	37.32
OTHER CHARGES	13,746.79	40,490.00	2,434.80	15,295.26	25,194.74	37.78
TOTAL 00-NON-PROGRAM	55,265.25	127,014.00	11,768.72	63,362.02	63,651.98	49.89
TOTAL CITY SECRETARY	55,265.25	127,014.00	11,768.72	63,362.02	63,651.98	49.89

FINANCE

00-NON-PROGRAM						
PERSONNEL SERVICES	165,909.47	334,710.00	24,788.22	175,123.64	159,586.36	52.32
SUPPLIES & MATERIALS	3,913.06	9,440.00	1,182.98	5,185.39	4,254.61	54.93
MAINTENANCE & REPAIRS	28,932.76	38,000.00	0.00	27,140.24	10,859.76	71.42
OCCUPANCY	4,089.07	7,550.00	596.11	4,114.38	3,435.62	54.50
CONTRACTUAL SERVICES	26,515.24	44,150.00	435.00	28,609.34	15,540.66	64.80
OTHER CHARGES	5,915.94	18,640.00	1,256.45	6,789.15	11,850.85	36.42
TOTAL 00-NON-PROGRAM	235,275.54	452,490.00	28,258.76	246,962.14	205,527.86	54.58
METER SERVICE						
PERSONNEL SERVICES	186,451.75	355,916.00	24,375.19	188,973.11	166,942.89	53.09
SUPPLIES & MATERIALS	19,790.92	35,290.00	680.23	16,695.10	18,594.90	47.31
MAINTENANCE & REPAIRS	2,561.40	8,500.00	30.00	3,736.26	4,763.74	43.96
OCCUPANCY	7,686.98	12,620.00	672.19	5,425.35	7,194.65	42.99
CONTRACTUAL SERVICES	6,828.78	32,100.00	0.00	15,857.09	16,242.91	49.40
OTHER CHARGES	2,743.87	6,580.00	570.58	1,692.08	4,887.92	25.72
TOTAL METER SERVICE	226,063.70	451,006.00	26,328.19	232,378.99	218,627.01	51.52
TOTAL FINANCE	461,339.24	903,496.00	54,586.95	479,341.13	424,154.87	53.05

HUMAN RESOURCE

00-NON-PROGRAM						
PERSONNEL SERVICES	51,758.27	102,067.00	7,820.44	54,303.94	47,763.06	53.20
SUPPLIES & MATERIALS	231.03	1,575.00	5.46	150.54	1,424.46	9.56
MAINTENANCE & REPAIRS	1,015.96	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,896.02	3,445.00	428.05	1,955.05	1,489.95	56.75
CONTRACTUAL SERVICES	11.00	325.00	5.00	20.00	305.00	6.15
OTHER CHARGES	8,148.13	15,903.00	250.00	7,701.15	8,201.85	48.43
TOTAL 00-NON-PROGRAM	63,060.41	123,315.00	8,508.95	64,130.68	59,184.32	52.01
TOTAL HUMAN RESOURCE	63,060.41	123,315.00	8,508.95	64,130.68	59,184.32	52.01

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL SERVICES	55,876.24	155,162.00	8,549.65	58,920.79	96,241.21	37.97
SUPPLIES & MATERIALS	4,767.14	14,710.00	359.06	5,679.19	9,030.81	38.61
MAINTENANCE & REPAIRS	18,679.69	86,770.00	12,280.85	59,482.16	27,287.84	68.55
OCCUPANCY	3,181.05	8,515.00	1,013.92	4,693.25	3,821.75	55.12
CONTRACTUAL SERVICES	5,498.75	14,700.00	42.49	3,341.68	11,358.32	22.73
OTHER CHARGES	2,820.86	6,200.00	0.00	4,432.97	1,767.03	71.50
CAPITAL OUTLAY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
TOTAL 00-NON-PROGRAM	90,823.73	296,057.00	22,245.97	136,550.04	159,506.96	46.12
TOTAL INFORMATION TECHNOLOGY	90,823.73	296,057.00	22,245.97	136,550.04	159,506.96	46.12
POLICE						
ADMINISTRATION						
PERSONNEL SERVICES	159,079.17	443,973.00	34,908.58	236,502.51	207,470.49	53.27
SUPPLIES & MATERIALS	16,027.06	28,920.00	1,732.02	12,999.33	15,920.67	44.95
MAINTENANCE & REPAIRS	15,219.40	25,141.00	8,491.73	21,168.13	3,972.87	84.20
OCCUPANCY	29,984.11	54,556.00	3,530.74	33,735.47	20,820.53	61.84
CONTRACTUAL SERVICES	98,346.91	196,695.00	179.81	98,041.07	98,653.93	49.84
OTHER CHARGES	11,389.28	32,735.00	1,050.00	10,083.53	22,651.47	30.80
CAPITAL OUTLAY	58,970.00	45,745.00	0.00	34,405.00	11,340.00	75.21
TOTAL ADMINISTRATION	389,015.93	827,765.00	49,892.88	446,935.04	380,829.96	53.99
CODE ENFORCEMENT						
PERSONNEL SERVICES	24,621.93	53,395.00	4,198.48	28,939.67	24,455.33	54.20
SUPPLIES & MATERIALS	1,416.00	1,100.00	74.29	507.77	592.23	46.16
MAINTENANCE & REPAIRS	45.99	750.00	0.00	131.06	618.94	17.47
CONTRACTUAL SERVICES	0.00	17,525.00	250.00	4,795.00	12,730.00	27.36
OTHER CHARGES	13.92	9,225.00	50.00	3,261.33	5,963.67	35.35
TOTAL CODE ENFORCEMENT	26,097.84	81,995.00	4,572.77	37,634.83	44,360.17	45.90
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	0.00	2,300.00	1.19	1.19	2,298.81	0.05
MAINTENANCE & REPAIRS	0.00	2,500.00	0.00	106.94	2,393.06	4.28
OTHER CHARGES	0.00	1,000.00	188.52	188.52	811.48	18.85
TOTAL EMERGENCY MANAGEMENT	0.00	5,800.00	189.71	296.65	5,503.35	5.11
POLICE-CID						
PERSONNEL SERVICES	83,619.55	150,920.00	12,101.87	72,656.57	78,263.43	48.14
SUPPLIES & MATERIALS	938.81	3,400.00	169.78	1,424.84	1,975.16	41.91
MAINTENANCE & REPAIRS	255.39	1,460.00	0.00	173.60	1,286.40	11.89
CONTRACTUAL SERVICES	1,796.26	3,000.00	134.99	462.37	2,537.63	15.41
OTHER CHARGES	200.00	4,745.00	0.00	2,973.00	1,772.00	62.66
TOTAL POLICE-CID	86,810.01	163,525.00	12,406.64	77,690.38	85,834.62	47.51

CITY OF BASTROP
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
POLICE-PATROL						
PERSONNEL SERVICES	590,575.13	1,258,306.00	93,177.22	644,547.20	613,758.80	51.22
SUPPLIES & MATERIALS	35,634.73	105,013.00	4,130.07	57,390.39	47,622.61	54.65
MAINTENANCE & REPAIRS	10,241.79	20,900.00	537.42	9,046.14	11,853.86	43.28
CONTRACTUAL SERVICES	10,590.87	16,310.00	7,856.20	15,083.46	1,226.54	92.48
OTHER CHARGES	3,838.82	12,800.00	128.19	3,986.05	8,813.95	31.14
CAPITAL OUTLAY	78,041.40	130,530.00	0.00	91,516.89	39,013.11	70.11
TOTAL POLICE-PATROL	728,922.74	1,543,859.00	105,829.10	821,570.13	722,288.87	53.22
POLICE-CRIME PREVENTION						
PERSONNEL SERVICES	46,102.23	85,290.00	6,582.50	45,611.68	39,678.32	53.48
SUPPLIES & MATERIALS	282.66	3,650.00	21.64	453.30	3,196.70	12.42
MAINTENANCE & REPAIRS	0.00	2,000.00	0.00	130.00	1,870.00	6.50
CONTRACTUAL SERVICES	561.90	1,500.00	0.00	532.00	968.00	35.47
OTHER CHARGES	180.00	1,150.00	0.00	65.00	1,085.00	5.65
TOTAL POLICE-CRIME PREVENTION	47,126.79	93,590.00	6,604.14	46,791.98	46,798.02	50.00
ANIMAL SERVICES						
PERSONNEL SERVICES	23,556.67	3,127.00	0.00	0.00	3,127.00	0.00
SUPPLIES & MATERIALS	1,567.12	7,255.00	102.25	650.65	6,604.35	8.97
MAINTENANCE & REPAIRS	656.81	1,200.00	0.00	478.92	721.08	39.91
CONTRACTUAL SERVICES	249.29	2,175.00	255.78	736.32	1,438.68	33.85
OTHER CHARGES	6,699.42	12,720.00	0.00	3,434.55	9,285.45	27.00
TOTAL ANIMAL SERVICES	32,729.31	26,477.00	358.03	5,300.44	21,176.56	20.02
TOTAL POLICE	1,310,702.62	2,743,011.00	179,853.27	1,436,219.45	1,306,791.55	52.36
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL SERVICES	2,176.52	5,000.00	1,507.01	4,670.43	329.57	93.41
SUPPLIES & MATERIALS	25,628.42	58,675.00	811.96	7,191.60	51,483.40	12.26
MAINTENANCE & REPAIRS	22,297.91	97,500.00	52,721.93	73,189.14	24,310.86	75.07
OCCUPANCY	28,529.80	46,650.00	4,839.69	19,725.51	26,924.49	42.28
CONTRACTUAL SERVICES	23,049.11	31,040.00	0.00	26,245.05	4,794.95	84.55
OTHER CHARGES	11,886.30	27,725.00	111.61	10,029.25	17,695.75	36.17
TOTAL 00-NON-PROGRAM	113,568.06	266,590.00	59,992.20	141,050.98	125,539.02	52.91
TOTAL FIRE-VOLUNTEER	113,568.06	266,590.00	59,992.20	141,050.98	125,539.02	52.91
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL SERVICES	157,682.24	303,295.00	22,389.00	160,426.08	142,868.92	52.89
SUPPLIES & MATERIALS	5,938.84	10,000.00	299.31	7,084.69	2,915.31	70.85
MAINTENANCE & REPAIRS	12,549.90	13,250.00	4,550.00	12,653.40	596.60	95.50
OCCUPANCY	5,853.35	10,310.00	878.64	5,870.37	4,439.63	56.94
CONTRACTUAL SERVICES	11,051.44	33,350.00	4,252.37	18,241.38	15,108.62	54.70
OTHER CHARGES	4,123.87	8,800.00	146.83	5,108.24	3,691.76	58.05
TOTAL 00-NON-PROGRAM	197,199.64	379,005.00	32,516.15	209,384.16	169,620.84	55.25

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL MUNICIPAL COURT	197,199.64	379,005.00	32,516.15	209,384.16	169,620.84	55.25
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL SERVICES	240,863.74	469,104.00	36,741.43	254,161.32	214,942.68	54.18
SUPPLIES & MATERIALS	8,210.40	13,850.00	425.66	5,986.51	7,863.49	43.22
MAINTENANCE & REPAIRS	95.66	2,000.00	0.00	19.95	1,980.05	1.00
OCCUPANCY	5,709.77	12,700.00	869.27	6,002.45	6,697.55	47.26
CONTRACTUAL SERVICES	16,359.48	357,350.00	11,224.32	124,819.65	232,530.35	34.93
OTHER CHARGES	30,278.18	50,300.00	932.72	34,232.48	16,067.52	68.06
TOTAL 00-NON-PROGRAM	301,517.23	905,304.00	50,193.40	425,222.36	480,081.64	46.97
TOTAL PLANNING & DEVELOPMENT	301,517.23	905,304.00	50,193.40	425,222.36	480,081.64	46.97
HEALTH						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	35,512.98	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	35,512.98	0.00	0.00	0.00	0.00	0.00
TOTAL HEALTH	35,512.98	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL SERVICES	351,050.50	656,258.00	54,784.49	351,424.49	304,833.51	53.55
SUPPLIES & MATERIALS	50,423.60	82,200.00	4,345.70	36,847.20	45,352.80	44.83
MAINTENANCE & REPAIRS	23,047.29	61,800.00	2,402.18	20,861.68	40,938.32	33.76
OCCUPANCY	7,312.70	14,010.00	998.85	6,487.63	7,522.37	46.31
CONTRACTUAL SERVICES	10,992.69	35,925.00	2,256.67	15,691.46	20,233.54	43.68
OTHER CHARGES	37,388.27	69,950.00	6,063.10	40,969.19	28,980.81	58.57
CAPITAL OUTLAY	23,677.80	155,000.00	0.00	0.00	155,000.00	0.00
TOTAL ADMINISTRATION	503,892.85	1,075,143.00	70,850.99	472,281.65	602,861.35	43.93
RECREATION						
CONTRACTUAL SERVICES	9,875.00	42,500.00	0.00	10,667.84	31,832.16	25.10
TOTAL RECREATION	9,875.00	42,500.00	0.00	10,667.84	31,832.16	25.10
PARKS						
PERSONNEL SERVICES	248,124.64	542,887.00	32,797.68	235,199.72	307,687.28	43.32
SUPPLIES & MATERIALS	24,872.08	40,770.00	1,617.35	13,775.74	26,994.26	33.79
MAINTENANCE & REPAIRS	23,412.99	49,600.00	2,955.25	29,577.35	20,022.65	59.63
OCCUPANCY	23,977.01	62,740.00	4,827.13	28,966.56	33,773.44	46.17
CONTRACTUAL SERVICES	5,141.99	21,380.00	607.00	4,334.96	17,045.04	20.28
OTHER CHARGES	5,169.86	7,850.00	170.93	4,107.41	3,742.59	52.32
CAPITAL OUTLAY	13,188.40	46,257.00	0.00	104.00	46,361.00	0.22
TOTAL PARKS	343,886.97	771,484.00	42,975.34	315,857.74	455,626.26	40.94

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2015

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
BUILDING MAINTENANCE						
PERSONNEL SERVICES	82,041.26	162,714.00	13,660.52	79,073.70	83,640.30	48.60
SUPPLIES & MATERIALS	2,909.06	10,100.00	670.49	6,669.56	3,430.44	66.04
MAINTENANCE & REPAIRS	2,550.18	2,600.00	31.04	380.43	2,219.57	14.63
OCCUPANCY	183.39	1,800.00	31.11	221.94	1,578.06	12.33
CONTRACTUAL SERVICES	1,044.59	2,090.00	84.48	666.95	1,423.05	31.91
OTHER CHARGES	92.58	300.00	0.00	175.70	124.30	58.57
TOTAL BUILDING MAINTENANCE	88,821.06	179,604.00	14,477.64	87,188.28	92,415.72	48.54
TOTAL PUBLIC WORKS	946,475.88	2,068,731.00	128,303.97	885,995.51	1,182,735.49	42.83
LIBRARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	250,172.68	519,387.00	39,711.53	266,539.37	252,847.63	51.32
SUPPLIES & MATERIALS	39,205.18	65,062.00	2,996.66	43,525.14	21,536.86	66.90
MAINTENANCE & REPAIRS	8,334.90	16,105.00	125.00	10,613.83	5,491.17	65.90
OCCUPANCY	19,918.61	41,389.00	2,995.13	23,372.25	18,016.75	56.47
CONTRACTUAL SERVICES	13,400.80	19,125.00	0.00	12,364.40	6,760.60	64.65
OTHER CHARGES	8,628.80	11,516.00	1,603.65	7,328.73	4,187.27	63.64
TOTAL 00-NON-PROGRAM	339,660.97	672,584.00	47,431.97	363,743.72	308,840.28	54.08
TOTAL LIBRARY	339,660.97	672,584.00	47,431.97	363,743.72	308,840.28	54.08
*** TOTAL EXPENSES ***	4,768,261.49	10,121,065.00	672,915.58	5,456,710.83	4,664,354.17	53.91
REVENUES OVER/(UNDER) EXPENDITURES	1,497,871.61	(671,177.00)	(86,754.42)	1,283,274.45	(1,954,451.45)	191.20-

*** END OF REPORT ***

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2015

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CHARGES FOR SERVICES						
TOTAL						
WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	647,909.59	1,362,500.00	100,298.06	707,956.42	654,543.58	51.96
00-00-4102 WATER SALES-COMMERCIAL	565,743.49	1,100,900.00	81,274.71	604,556.37	496,343.63	54.91
00-00-4150 PENALTIES	18,376.51	32,700.00	2,615.90	18,398.13	14,301.87	56.26
00-00-4152 WATER TAPPING FEES	7,075.00	1,000.00	5,100.00	5,400.00	(4,400.00)	540.00
00-00-4154 WATER SERVICE FEES	14,513.00	26,000.00	1,470.00	11,045.00	14,955.00	42.48
00-00-4156 OTHER	0.00	0.00	150.00	150.00	(150.00)	0.00
TOTAL WATER REVENUES	1,253,617.59	2,523,100.00	190,908.67	1,347,505.92	1,175,594.08	53.41
WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	473,572.48	904,700.00	74,615.12	519,411.66	385,288.34	57.41
00-00-4202 WASTEWATER SALES-COMMERCIAL	370,113.78	686,700.00	57,106.59	406,627.23	280,072.77	59.21
00-00-4250 PENALTIES	12,022.71	23,980.00	2,286.97	13,265.23	10,714.77	55.32
00-00-4252 SEWER TAPPING FEES	750.00	1,000.00	750.00	750.00	250.00	75.00
00-00-4253 SEPTIC TANK DUMP FEES	36,890.73	100,000.00	0.00	0.00	100,000.00	0.00
TOTAL WASTEWATER REVENUES	893,349.70	1,716,380.00	134,758.68	940,054.12	776,325.88	54.77
OTHER REVENUE						
TOTAL						
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	1,817.54	3,000.00	535.52	2,062.28	937.72	68.74
TOTAL INTEREST INCOME	1,817.54	3,000.00	535.52	2,062.28	937.72	68.74
MISCELLANEOUS						
00-00-4519 BACKFLOW TESTING COST	1,600.00	4,000.00	0.00	1,500.00	2,500.00	37.50
00-00-4547 BY THE WAY CAMPGROUND	12,857.11	22,000.00	0.00	9,755.34	12,244.66	44.34
00-00-4548 LCRA/WCID	41,247.45	70,000.00	9,343.60	49,959.15	20,040.85	71.37
TOTAL MISCELLANEOUS	55,704.56	96,000.00	9,343.60	61,214.49	34,785.51	63.77
TRANSFERS-IN						
TOTAL						
OTHER SOURCES						
00-00-4810 INSURANCE PROCEEDS	398.46	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	398.46	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	2,204,887.85	4,338,480.00	335,546.47	2,350,836.81	1,987,643.19	54.19

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL SERVICES	370,925.18	852,022.00	53,164.50	361,533.89	490,488.11	42.43
SUPPLIES & MATERIALS	20,153.21	47,710.00	2,291.04	17,951.36	29,758.64	37.63
MAINTENANCE & REPAIRS	7,680.29	19,130.00	201.69	4,339.74	14,790.26	22.69
OCCUPANCY	12,290.39	23,470.00	1,803.02	12,196.29	11,273.71	51.97
CONTRACTUAL SERVICES	386,250.74	661,420.00	59,564.61	385,956.80	275,463.20	58.35
OTHER CHARGES	12,531.21	45,500.00	1,046.72	37,885.23	7,614.77	83.26
CONTINGENCY	0.00	28,950.00	0.00	0.00	28,950.00	0.00
DEBT SERVICE	441,529.69	1,242,728.00	103,560.67	729,286.32	513,441.68	58.68
TRANSFERS OUT	100,149.00	172,000.00	14,333.34	100,333.38	71,666.62	58.33
TOTAL ADMINISTRATION	1,351,509.71	3,092,930.00	235,965.59	1,649,483.01	1,443,446.99	53.33
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS	6,570.94	6,800.00	153.73	1,335.35	5,464.65	19.64
MAINTENANCE & REPAIRS	34,464.98	80,400.00	5,842.65	13,565.23	66,834.77	16.87
CONTRACTUAL SERVICES	673.80	9,840.00	113.05	1,444.20	8,395.80	14.68
OTHER CHARGES	395.00	1,500.00	0.00	148.50	1,351.50	9.90
CAPITAL OUTLAY	0.00	15,000.00	0.00	0.00	15,000.00	0.00
TOTAL W/WW DISTRIBUT/COLLECT	42,104.72	113,540.00	6,109.43	16,493.28	97,046.72	14.53
WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	11,209.91	28,500.00	2,279.39	18,962.77	9,537.23	66.54
MAINTENANCE & REPAIRS	23,511.83	94,000.00	1,156.15	24,116.57	69,883.43	25.66
OCCUPANCY	57,550.01	116,000.00	8,640.50	75,197.85	40,802.15	64.83
CONTRACTUAL SERVICES	59,215.25	126,350.00	7,951.31	57,308.86	69,041.14	45.36
TOTAL WATER PRODUCTION/TREAT	151,487.00	364,850.00	20,027.35	175,586.05	189,263.95	48.13
WW TREATMENT PLANT						
SUPPLIES & MATERIALS	10,281.51	29,800.00	1,633.50	13,169.40	16,630.60	44.19
MAINTENANCE & REPAIRS	32,497.69	135,100.00	10,099.44	52,837.01	82,262.99	39.11
OCCUPANCY	84,337.57	117,800.00	13,747.53	89,895.15	27,904.85	76.31
CONTRACTUAL SERVICES	39,104.58	57,000.00	2,853.00	42,446.54	14,553.46	74.47
TOTAL WW TREATMENT PLANT	166,221.35	339,700.00	28,333.47	198,348.10	141,351.90	58.39
TOTAL WATER/WASTEWATER DEPT.	1,711,322.78	3,911,020.00	290,435.84	2,039,910.44	1,871,109.56	52.16
*** TOTAL EXPENSES ***	1,711,322.78	3,911,020.00	290,435.84	2,039,910.44	1,871,109.56	52.16

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C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

PAGE: 3

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES OVER/ (UNDER) EXPENDITURES	493,565.07	427,460.00	45,110.63	310,926.37	116,533.63	72.74

*** END OF REPORT ***

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2015

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	1,319,077.57	2,643,500.00	301,030.93	1,437,387.74	1,206,112.26	54.37
TOTAL TAXES & PENALTIES	1,319,077.57	2,643,500.00	301,030.93	1,437,387.74	1,206,112.26	54.37
INTEREST INCOME						
00-00-4400 INTEREST EARNED	963.22	3,500.00	271.93	1,070.08	2,429.92	30.57
TOTAL INTEREST INCOME	963.22	3,500.00	271.93	1,070.08	2,429.92	30.57
INTERGOVERNMENTAL						
TOTAL						
MISCELLANEOUS						
00-00-4514 MISCELLANEOUS INCOME	0.00	0.00	0.00	152.81	(152.81)	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	152.81	(152.81)	0.00
** TOTAL REVENUE **	1,320,040.79	2,647,000.00	301,302.86	1,438,610.63	1,208,389.37	54.35
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2015

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL						
TOTAL						
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	680,919.35	1,282,429.00	58,057.53	672,803.27	609,625.73	52.46
OTHER CHARGES	9,644.32	45,000.00	0.00	10,613.00	34,387.00	23.58
TRANSFERS OUT	692,165.81	1,237,459.00	127,087.33	720,372.31	517,086.69	58.21
TOTAL 00-NON-PROGRAM	1,382,729.48	2,564,888.00	185,144.86	1,403,788.58	1,161,099.42	54.73
TOTAL HOTEL/MOTEL TAX FUND	1,382,729.48	2,564,888.00	185,144.86	1,403,788.58	1,161,099.42	54.73
*** TOTAL EXPENSES ***						
	1,382,729.48	2,564,888.00	185,144.86	1,403,788.58	1,161,099.42	54.73
REVENUES OVER/(UNDER) EXPENDITURES (62,688.69) 82,112.00 116,158.00 34,822.05 47,289.95 42.41						

*** END OF REPORT ***

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: **June 5, 2015**MEETING DATE: **June 9, 2015**

1. **FIRST 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 - _____

**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, in approximately September and May at dates that the City Manager determines to be best for the various members of the City's Boards, Commissions and advisory bodies. M, and members are encouraged 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 once appointed to the advisory bodies. 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 and/or to obtain the online open government training required by State law, within the time frames set by the state 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 ____ DAY OF _____, 2015.

PASSED AND APPROVED ON SECOND READING ON THE ____ DAY OF _____, 2015.

APPROVED:

ATTEST:

Mayor Ken Kesselus

Traci Chavez, Interim City Secretary

APPROVED AS TO FORM:

Draft 5.29.15

Jo-Christy Brown.
City Attorney