

Bastrop City Council
January 27, 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 – Mayor Pro-Tem Willie DeLaRosa
3. INVOCATION - Jimmy Cottle, Chaplain for Police and Fire Departments
4. PRESENTATIONS:
 - 1) Presentation and update by Councilmember Kay Garcia McAnally on Vision Task Force
 - 2) Presentation by C. Washington on implementation of Smart & Healthy Growth via Bike Share Program
5. PROCLAMATIONS
6. CITIZEN COMMENTS
7. ANNOUNCEMENTS

City Manager's Informational Report for January 27, 2015: Items for update, discussion & possible action:

I. Meetings and Events Attended:

- A. Attended the Regular Monthly Board Meeting of the Bastrop Economic Development Corporation on January 12, 2015.
- B. Attended a Special Meeting of the Lost Pines Groundwater Conservation District on January 19, 2015
- C. Attended the Cultural Arts Meeting on January 20, 2015.
- D. Attended the Regular Monthly Board Meeting of the Lost Pines Groundwater Conservation District on January 21, 2015.

II. Update on City Projects and Issues:

- A. Discussion and Review of Water Usage for the period of January 12, 2015 through January 25, 2015.
- B. Update on the AMI Project.
- C. Update on the UT Mobility Study for the Proposed S.H. 71 Project.
- D. Review and Discussion Regarding the Final Draft Priorities for the City Council Planning Retreat for January 31, 2015.

- E. Review and Discussion Regarding the Lights on the Old Iron Bridge.
- F. Update on the Long Term Water Supply Project.
- G. Update on the Comprehensive Plan
- H. Review and Discussion on Proposed Change to the City of Bastrop Governance Policy.
- I. Update on the Water Filtration Project at the Willow Well Fields in Fisherman's Park.
- J. Update on the Water Reuse Project.
- K. Update on the S.H. 71 Transportation Project.
- L. Review and Discussion Regarding LCRA Plan for a "Day of Service".
- M. Discussion Regarding the Speed Limit in Alley A.
- N. Closing off of Some Parking Spaces on Pine Street on February 2, 2015
- O. Update on the RFQ for Solid waste Services for the City of Bastrop.
- P. Update on the Gills Branch Drainage Project

III. Other City Activities:

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

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

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

	TAB	PG	REQUESTOR
A.1 Approval of the Bastrop Marketing Corporation's request for reimbursement of expenses.	A.1	1	CFO/ACM Stovall

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

B.1 <u>PUBLIC HEARING:</u> Conduct a Public Hearing to receive citizens input on a Re-subdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block	B.1	4	Planning & Development
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19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.

Director
McCollum

- B.2 Consideration, discussion and possible action by the City Council on a Re-subdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block 19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.

B.2 **7** Planning &
Development
Director
McCollum

C. OLD BUSINESS

D. NEW BUSINESS

- D.1 Consideration, discussion and possible action on the approval of the final documents and information related to the status of the Settlement and MUD/Development Agreement

D.1 **8** City
Manager
Talbot

- D.2 Consideration, discussion and possible action regarding authorizing City Manager to execute a 380 Economic Development Grant between the Bastrop Fine Arts Guild and the City.

D.2 **9** City
Manager
Talbot

- D.3 Consideration, discussion and possible action regarding a report and update from Councilmember Gilleland regarding job and career fair to be held at the City of Bastrop Convention Center.

D.3 **23** City
Manager
Talbot

- D.4 Consideration, discussion and possible action regarding authorizing Bastrop Art in Public Places to purchase a group of three (3) bronze bears for public display.

D.4 **24** City
Manager
Talbot

- D.5 Consideration, discussion and possible action regarding of a contract between Bastrop Arts in Public Places and the artist's selected to participate in the sculpture call.

D.5 **35** City
Manager
Talbot

- D.6 Consideration, discussion and possible action regarding a recommendation from the Bastrop Arts in Public Places of the artists selected for the sculpture call project.

D.6 **44** City
Manager
Talbot

- | | | | | |
|-----|---|------------|----|----------------------|
| D.7 | Consideration, discussion and possible action on the acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending December 31, 2014. | D.7 | 45 | CFO Karla Stovall |
| D.8 | Consideration, discussion and possible action on the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop, 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. | D.8 | 74 | CFO Karla Stovall |
| D.9 | Consideration, discussion and possible action on the <u>FIRST READING</u> of a proposed revision to an ORDINANCE of the City of Bastrop, Texas, amending Article 12.04 Traffic schedules of the Code of the City of Bastrop regarding schedule V: School Zones and Day Center near requirements related to same; providing for severance and an effective date. | D.9 | 80 | PW Director Trey Job |

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 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.
2. **SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property
3. **SECTION 551.074** – Personnel Matters – Administration
4. **SECTION 551.086** - Certain Public Power Utilities: Competitive Matters

E.2 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, Executive Assistant to the City Manager, certify that this notice of meeting was posted at the Bastrop City Hall on the 23 day of **January 2015** at 3:00 pm

Traci Chavez, Executive Assistant to the City Manager

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: JAN. 21, 2014

MEETING DATE: JAN 27, 2014

1. Agenda Item: **Approval of Bastrop Marketing Corporation's request for reimbursement of expenses.**

2. Party Making Request: **Karla Stovall, Chief Financial Officer**

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

4. Policy Implication: _____

5. Budgeted: X Yes No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken: _____

**CITY OF BASTROP
FINANCE
DEPARTMENT**

Memo

To: Mayor, City Council and City Manager
From: Karla Stovall, Chief Financial Officer
Date: January 23, 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 Nov. 2014. 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 \$71,591.25 for Nov. 2014 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.

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

	2	0	1	4
	September	October	November	December
HRLPR Room Revenues	\$ 2,299,365.49	\$ 2,724,285.13	\$ 2,402,471.39	\$ 1,470,129.00
Exemptions	(3,169.71)	-	-	-
Taxable Room Revenues	2,296,195.78	2,724,285.13	2,402,471.39	1,470,129.00
City of Bastrop HOT Rate	7%	7%	7%	7%
City of Bastrop HOT Tax	\$ 160,733.70	\$ 190,699.96	\$ 168,173.00	\$ 102,909.03
Gross Liability to City	\$ 160,733.70	\$ 190,699.96	\$ 168,173.00	\$ 102,909.03
Hotel Owner Collection Allowance (1%)	(1,607.34)	(1,907.00)	(1,681.73)	(1,029.09)
Net Collection by City	159,126.36	188,792.96	166,491.27	101,879.94
Applicable % payable to BMC	43%	43%	43%	43%
Funds Available to BMC	68,424.33	81,180.97	71,591.25	43,808.37
Total Budget	\$ 928,412.32	\$ 77,367.69	\$ 77,367.69	\$ 77,367.69
Payment of Funds by City to BMC	\$ 68,424.33	\$ 81,180.97	\$ 71,591.25	Currently due

	January	February	March	April	May	June	July	August	September
	\$ 1,545,540.00	\$ 1,791,500.00	\$ 3,096,600.00	\$ 2,403,800.00	\$ 2,843,000.00	\$ 3,308,000.00	\$ 3,732,800.00	\$ 3,541,500.00	\$ 2,782,820
	7%	7%	7%	7%	7%	7%	7%	7%	7%
	1,545,540.00	1,791,500.00	3,096,600.00	2,403,800.00	2,843,000.00	3,308,000.00	3,732,800.00	3,541,500.00	
	7%	7%	7%	7%	7%	7%	7%	7%	7%
	\$ 108,187.80	\$ 125,405.00	\$ 216,762.00	\$ 168,266.00	\$ 199,010.00	\$ 231,560.00	\$ 261,296.00	\$ 247,905.00	
	7%	7%	7%	7%	7%	7%	7%	7%	7%
	\$ 102,909.03	\$ 108,187.80	\$ 125,405.00	\$ 216,762.00	\$ 168,266.00	\$ 199,010.00	\$ 231,560.00	\$ 261,296.00	\$ 247,905.00
	(1,029.09)	(1,081.88)	(1,254.05)	(2,167.62)	(1,682.66)	(1,990.10)	(2,315.60)	(2,612.96)	(2,479.05)
	101,879.94	107,105.92	124,150.95	214,594.38	166,583.34	197,019.90	229,244.40	258,683.04	245,425.95
	43%	43%	43%	43%	43%	43%	43%	43%	43%
	43,808.37	46,055.55	53,384.91	92,275.58	71,630.84	84,718.56	98,575.09	111,233.71	105,533.16
	77,367.69	77,367.69	77,367.69	77,367.69	77,367.69	77,367.69	77,367.69	77,367.69	77,367.73
	\$ 43,808.37	\$ 46,055.55	\$ 53,384.91	\$ 92,275.58	\$ 71,630.84	\$ 84,718.56	\$ 98,575.09	\$ 111,233.71	\$ 105,533.16
					</				

Updated: #####
Nov

check: \$ -

149,605.30	221,196.55	613,070.36	711,645.45	822,879.16	928,412.32
154,735.38	232,103.07	696,309.21	773,676.90	851,044.59	928,412.32

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 20, 2015

MEETING DATE: January 27, 2015

1. Agenda Item: **CONDUCT A PUBLIC HEARING** to receive citizens input on a Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block 19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.

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

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

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

Staff recommends approval of the Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 & 1-519, Block 19, Tahitian Village Unit 1 (Kukui Court) to create two single family residential lots.

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

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

11. Action Taken: _____

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

January 27, 2015

Project Description:

Public Hearing: Consideration, discussion and possible action by the City Council on a Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block 19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.

Item Summary:

Owner:	Mohamad Sneed Tarkashvand
Applicant:	James E. Garon & Associates, Inc.
Location:	Located in Tahitian Village in the City Limits
Utilities:	WCID septic and Bluebonnet Electric
Zoning:	SF-9, Single Family Residential

Background:

This property is located in Tahitian Village between Kukui Court and Mokalau Drive, north of Hilo Court. In June, 1995 City Council approved a resubdivision combining Lots 1-505, 1-506, 1-507 and 1-519 into one single family residential lot. The lots consist of approximately 1.34 acres. The current owner now wishes to resubdivide the lots into two single family residential lots.

Basis of Support:

Staff supports the request to resubdivide the property into two residential lots. The replat was reviewed by City Staff and meets the City of Bastrop subdivision requirements.

Special Considerations: None.

Comments: Twenty-five surrounding property owner notifications were mailed January 9, 2015. At this time we have not received any responses from surrounding property owners.

Staff Recommendation:

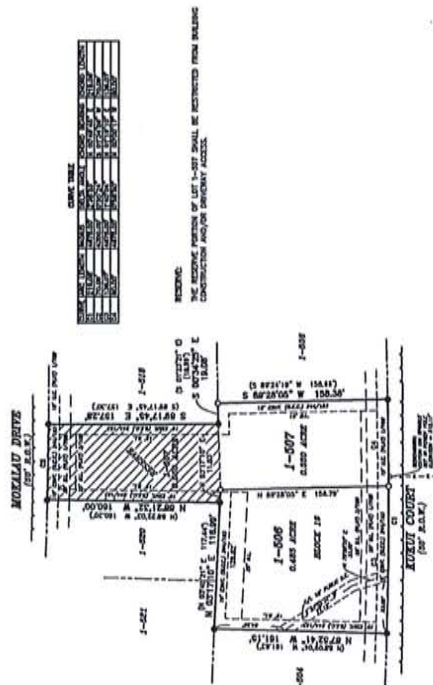
Staff recommends approval of the Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block 19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.

City Contact:

Melissa M. McCollum, AICP, LEED AP, Director
Planning and Development Department

Attachments:

Staff report and replat

[illegible]

1997

THE PLAT DOES NOT ATTEMPT TO IMPOSE OR ENFORCE ANY REQUIREMENTS OR RESTRICTIONS FROM THE PREVIOUS RECORDS. NEITHER SHALL THE PLAT BE CONSIDERED TO BE A GUARANTEE OF THE ACCURACY OF THE RECORDS. THE PLAT RECORDS BUREAU COUNTY, TEXAS, ARE NOT TO BE USED FOR THE PURPOSES OF DETERMINING THE LOCATION OF BOUNDARIES OR INTERESTS OF NEIGHBORING LANDS. THE PLAT RECORDS BUREAU COUNTY, TEXAS, ARE NOT TO BE USED FOR THE PURPOSES OF DETERMINING THE LOCATION OF BOUNDARIES OR INTERESTS OF NEIGHBORING LANDS. THE PLAT RECORDS BUREAU COUNTY, TEXAS, ARE NOT TO BE USED FOR THE PURPOSES OF DETERMINING THE LOCATION OF BOUNDARIES OR INTERESTS OF NEIGHBORING LANDS.

[illegible][illegible]

APPROVED AND AGREED TO: _____ MAYOR

ATTEST: _____ CITY SECRETARY

_____ DEPT OF _____ 2013
BY THE CITY CLERK OF BUREAU, TEXAS

[illegible]

ARMANDO SALES TRANSCORP, PRECORT-
CORP. OF ARIZONA, INC.
P.O. BOX 2028
PRINCETONVILLE, TEXAS 75787

[illegible]

ATTEST: _____
CITY SECRETARY

Dr. H. J. Arnold, U. S. Army, St. Louis, Missouri

**REDEMPTION OF LOT 1-006, BLOCK 1A, OF THE REDEMPTION OF
LOTS 1-006, 1-007 & 1-010, BLOCK 1A, TARRANT PLAZA UNIT 1
FILED: Server (C) [Redacted] Dallas 10/10/1997 [Redacted] 10/10/1997**

 **JAMES E. GARN & ASSOC.**
PROFESSIONAL LAND SURVEYORS
P.O. Box 11111
Bostwick, Texas 77602
(512) 303-4183
jgarn@earthlink.net

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 20, 2015

MEETING DATE: January 27, 2015

1. Agenda Item: **Consideration, discussion and possible action by the City Council on a Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 and 1-519, Block 19, Tahitian Village, Unit 1 (Kukui Court) to create two single family residential lots within the city limits of Bastrop, Texas.**

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

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

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

Staff recommends approval of the Resubdivision of Lot 1-506, Block 19, of the Resubdivision of Lots 1-505, 1-506, 1-507 & 1-519, Block 19, Tahitian Village Unit 1 (Kukui Court) to create two single family residential lots.

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

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION AND RELATED DOCUMENTS OF THE CITY OF BASTROP, TEXAS INDICATING PRELIMINARY SUPPORT FOR THE FUTURE FORMATION AND DEVELOPMENT OF THE PROPOSED McCALL RANCH MUNICIPAL UTILITY DISTRICT LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION.

2. Party Making Request: Michael H. Talbot

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

The materials will be divided among the Council under separate cover.

4. Policy Implication: _____

5. Budgeted: ____ Yes ____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: ____ Approved ____ Disapproved ____ None

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING CITY MANAGER TO EXECUTE A 380 ECONOMIC DEVELOPMENT GRANT BETWEEN THE BASTROP FINE ARTS GUILD AND THE CITY OF BASTROP.

2. Party Making Request: Michael H. Talbot

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

By previous action of the Council the Council approved providing \$300,000.00 to the Fine Arts Guild for their "Lost Pines Fine Arts Center Project". The Council also directed that City Manager develop a 380 Economic Development Grant Agreement between the City and the Guild prior to releasing the funds for this project. Attached for the City Council review is the 380 Economic Development Agreement between the Guild and City.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

380 AGREEMENT
BETWEEN
THE BASTROP FINE ARTS GUILD AND THE
CITY OF BASTROP

This Second Funding Agreement (this "Second Agreement") is entered into between Bastrop Fine Arts Guild, a 501(c)(3) non-for-profit Texas corporation, (the "Guild") and the City of Bastrop, a Texas home-rule municipal corporation organized and operating under the laws of Texas. ("City") The Guild and City may be referred to jointly herein as "the Parties" and individually as a "Party."

RECITALS

WHEREAS, Local Government Code, Chapter 380, *et seq.*, generally referred to as Economic Development Programs ("380 Programs") provides that the governing bodies of municipalities, such as Bastrop, may establish and provide for programs for making grants of public money and services of the municipality to promote local economic development and to stimulate business and commercial activity in the city; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has heretofore established such a program for the City of Bastrop; and

WHEREAS, the Guild has asked the City for a financial grant to support the Guild to improve real property located on Chestnut Street in Bastrop Texas, as the 'Lost Pines Art Center Project' ("Project" and/or "Center"), and to operate the Center according to the details and specifications set forth in the Guilds plan(s) ("Plans") as set forth in "Exhibit "A"", attached hereto and incorporated herein for all purposes, and as set forth in more detail in this Second Agreement and

WHEREAS, the City has determined that it will provide funds to the Guild, pursuant to the term of this Second Agreement, to promote local economic development and to stimulate business and commercial activity and around the City through the Guild Project and Center (City "Project Funds"); and

WHEREAS, the City has determined that development of the Property and operation of the Project will contribute to the economic development of the City by generating cultural and art tourism in the City and providing art and cultural opportunities and activities within the City, as noted herein.

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

1.

Authority

The City's execution of this Second Agreement is authorized by Chapter 380, *Texas Local Government Code*, and constitutes a valid and binding obligation of the City, subject to the following:

- i. Guild's Performance Subsequent: That the Guild: (1) successfully initiates and completes development of the Project, within the timeframes stated and agreed upon herein, and (2) successfully operates the Project for the period noted herein, and (3) successfully fulfills all contractual obligations, without default, as specified herein.
- ii. The Guild's execution and performance of this Second Agreement constitutes a valid and binding obligation of Guild, at the time that Guild accepts funding from the City for the Project. Guild acknowledges that City is acting in reliance upon Guild's full and complete performance of all stated Conditions Precedent and other Performance obligations set forth in this Second Agreement in making its decision to commit substantial City resources to this Project.

2.

Definitions

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

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, Conditions Precedent, duties, terms, conditions or warranties, as stated in this Second Agreement. City may accept substantial compliance in lieu of full compliance by waiving such Act of default. Default by the Guild may subject the Guild to the conditions set forth in Section 7.

2.2 "City Project Funds" means the \$300,000 grant of funds (Grant) to the Guild for use as set forth herein.

2.3 "Certificate of Occupancy" shall mean that final document issued by the City of Bastrop, Texas, entitled "Certificate of Occupancy", indicating that all applicable codes, regulations, and ordinances enforced by the City of Bastrop have been unconditionally, fully and completely complied with in all respects. A Certificate of

Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

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

2.5 "Code" means the Bastrop Code of Ordinances in effect as of the Effective Date of this Second Agreement.

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

2.7 "Effective Date" means the date this Second Agreement has been signed by all Parties.

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

2.9 "Guild" means the Bastrop Fine Arts Guild, a Texas not-for-profit, 501(c)(3) corporation, incorporated and authorized to do business in the State of Texas.

2.10 "Program" means the support program established by the City, pursuant to the Texas Local Government Code, Chapter 380, et. seq., to promote and stimulate economic development within the City.

2.11 "Project" means Guild's planned Lost Pines Art Center to be located on approximately 1.246 acres, more particularly described in Exhibit "A," attached hereto. The Project may also be identified and referred to as the "Arts Guild Project," which shall consist of a development as shown by the Building Plan attached hereto as Exhibit "B." The Project shall include, at a minimum, the following uses and amenities, a ±9,000 square foot main building that will house: (a) a major art gallery, (b) a lobby/retail gift shop, (c) 1-2 classrooms, (d) multiple leasable artists' studios, and (e) a

leasable, retail specialty wine/coffee shop. In addition, three of the four grain silos will be converted into working artist studios, and the fourth may be used as an efficiency apartment for an artist-in-residency program. The exterior grounds will be landscaped and may include an outdoor sculpture garden.

3.

Term

This Second Agreement will become effective on the date that it is fully executed by all Parties ("Effective Date") and shall continue until all obligations and conditions set forth herein have been fully performed by the Parties. Notwithstanding any future expiration or termination of this Second Agreement, however, the conditions set forth in the sections of this Second Agreement which expressly provide for certain obligations of the Guild to extend beyond any stated term or event of termination or expiration shall survive, and remain enforceable, as stated in that section/paragraph.

4.

Construction Plan and Phasing

4.1 Guild shall provide the City with proposed construction plans for the Project.

4.2 Guild agrees to comply with the Code, as amended or supplemented by this Second Agreement. Notwithstanding the foregoing, Guild, in its sole discretion, may choose to comply with any or all City rules promulgated after the date of the Code.

4.3 Guild anticipates and commits to constructing the Project in Phases, as follows:

Phase I	Completed	Deconstruct portions of existing facilities.
Phase II	December 31, 2016	Construction of main building.
Phase III	Begin December 31, 2016 Ends December 31, 2017	Completed construction of all buildings/facilities.

4.4 Ownership Of Project

The City acknowledges and agrees that it shall acquire no ownership interest in or maintain responsibility for the Center and/or any part thereof.

5.

Guild's Covenants, Warranties, Obligations and Duties

Guild makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties, as set forth herein below. Any false or substantially misleading statement contained herein or failure to timely and fully perform, as required in this Second Agreement, shall be an Act of Default by Guild and may subject the Guild to the conditions set forth in Section 7.

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

5.2. The execution of this Second Agreement has been duly authorized by the board of directors of the Bastrop Fine Arts Guild, and the individual signing this Second Agreement is the president of the Bastrop Fine Arts Guild and has been empowered, by a formal Resolution of its governing board, as shown on attached **Exhibit "C,"** to execute such a Second Agreement and bind the entity, and said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of the Bastrop Fine Arts Guild Articles of Incorporation, or by-laws, or of any agreement or instrument to which Guild is a party or by which it may be bound.

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

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

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

5.6. The City's Project Funds provided to the Guild shall be utilized solely for the purpose stated herein, related to the Property identified on **Exhibit "A"**.

5.7. Dedicated/Insured Account. The City Project Funds shall be deposited in, and maintained in an insured and dedicated account, to be used only by the Guild for payments made to develop and operate the Project/Center located on the Property. On each occurrence the Guild accesses/utilizes the City Project Funds held in the

dedicated account, it shall provide a copy of the financial instruments memorializing such access/use to the City, contemporaneously with the execution of such instruments.

5.8. Commencement of Construction on the Project. Guild shall commence work on construction of the Project no later than thirty-six (36) months after the Effective Date of this Second Agreement. ("Commencement Deadline") Should the Guild, within thirty-six (36) months of the Effective Date, fail to Commence construction on the Project to the reasonable satisfaction of the City, for the purposes and uses indicated herein, and as detailed on Exhibit "B" the Guild shall be in breach of the Second Agreement and subject to repayment of the City's funding as set forth in Section 7.

5.9. Completion of the Project. After Commencement, Guild shall diligently and faithfully, in good and workmanlike manner, continuously pursue the completion of the Project, which shall be completed no later than twenty-four (24) months after Commencement. ("Completion Deadline") Should the Guild, within twenty-four (24) months after the Commencement Deadline, fail to complete construction on the Project to the reasonable satisfaction of the City, for the purposes and uses indicated herein, and as detailed on Exhibit "B" the Guild shall be in breach of the Second Agreement and subject to repayment of the City's Project Funding as set forth in Section 7.

5.10. Initiation of Operations. Guild shall begin Operation of the Project, including employment of the workforce noted herein in Section 6, within ninety (90) days after the Completion Deadline. Should the Guild, within ninety (90) days after the Completion Deadline fail to initiate operations of the Project to the reasonable satisfaction of the City, for the purposes and uses indicated herein, and as detailed on Exhibit "B" the Guild shall be in breach of the Second Agreement and subject to repayment of the City's funding as set forth in Section 7.

5.11. Successful Operation of Lost Pines Art Center. In addition to the terms and conditions related to employment, as set forth in Section 6 below, to avoid an Act of Default, the Guild shall successfully operate the Lost Pines Art Center for a minimum period of two (2) years following the Initiation of Operations. Whether the Lost Pines Art Center is successfully operating shall be in the sole discretion of the City, but shall generally mean that the Lost Pines Art Center is fully functioning in a manner that reflects positively on the City of Bastrop and its community. In the event the Lost Pines Art Center fails to successfully and continually operate for two (2) years after the Initiation of Operations, the Guild shall be in breach of the Second Agreement and shall be subject to Section 7.

5.12 Any utilities that are not self-generated by the Guild for use at the Project, and which are offered by and available from the City shall be purchased from the City by the Guild, at the rates in effect at the time of purchase, for a period of at least ten (10) years from the date of issuance of the Certificate of Occupancy.

6.

City Funding

6.1 The City hereby commits to provide City Project Funds, in the total amount of \$300,000. The Guild will provide a written request to the City for the City Project Funds within thirty (30) days of the execution of this Second Agreement. Any City Project Funds not used by the Guild within 48 months of the Execution of the Agreement shall be returned to the City.

7.

Act of Default

7.1 Notice of Anticipated Default. In the event that during the term of this Second Agreement the Guild determines that it anticipates an Act of Default on its part, it shall notify the City, in writing, of such event and shall provide details of the Act of Default anticipated. The Notice of Anticipated Act of Default shall also request a meeting between the Guild's representatives and the Board of the City during which the Guild will provide information related to the potential or actual default, and will propose alternatives and/or options identified by it to address the default. The Board shall not be obligated to consider or adopt any proposed alternative, but may, in its sole discretion consider alternatives for addressing any Act of Default by Guild. Alternatively, the City may in its discretion, trigger the repayment obligations as set forth herein.

7.2 Voluntary Termination by Guild The City recognizes that, under certain circumstances, the Guild may determine that it desires to terminate its obligations under this Second Agreement, prior to the end of the ten (10) year term of this Second Agreement, for various reasons, including, for example: (1) ceasing to operate the Center in the City; (2) no longer remaining a 501(c)(3); as defined in this Second Agreement, or (3) other reasons determined by the Guild. In the event of such circumstances, the Guild may withdraw from the Second Agreement by repaying the City a pro-rata portion of the Project Funds granted by the City, as detailed in the table shown immediately below. For purposes of calculating the amount due to the City, in the event of such a withdrawal, the date that the Center is issued a Certificate of Occupancy for the Center by the City will be the initial effective date, noted below.

EFFECTIVE DATES	END OF YEAR NUMBER	PERCENTAGE DUE TO CITY	APPROX. AMOUNT DUE TO CITY
--------------------	--------------------------	---------------------------	----------------------------------

February 2015 to February 2016	1	100%	\$
February 2016 to February 2017	2	90%	\$
February 2017 to February 2018	3	80%	\$
February 2018 to February 2019	4	70%	\$
February 2019 to February 2020	5	60%	\$
February 2020 to February 2021	6	50%	\$
February 2021 to February 2022	7	40%	\$
February 2022 to February 2023	8	30%	\$
February 2023 to February 2024	9	20%	\$
February 2024 to February 2025	10	10%	\$
February 2025 to February 2026	11	0%	\$0.00

8.

Reporting and Monitoring

8.1 City shall, upon reasonable prior written notice to Guild and during normal business hours, but in any event not more than one (1) time per calendar year, have the right to audit and inspect Guild's records and books and all other relevant records related to each of the economic development considerations and incentives and performance requirements, as stated in this Second Agreement, but the confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or by the direction of the Office of the Texas Attorney General.

8.2 During the Term of this Second Agreement, the Guild shall provide to the City, on an annual basis, reports on the development of the Project, related to expenditure of the City Project Funds.

9.

Miscellaneous Provisions

9.1 Complete Second Agreement/Amendment. This Second Agreement represents a complete agreement of the Parties related to the 380 grant of City Project Funds, and supersedes all prior written and oral matters related to the Grant of 380 Funds. This Second Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement of the City and the then current Guild (acting at the discretion of the Guild's Board).

9.2 Mutual Assistance/Good Faith. The City and the Guild each agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Second Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Second Agreement, regardless of any changes in public policy or laws applicable to the Project.

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

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

9.5 Termination. If the Guild elects not to proceed with the development of and/or future operation of the Project as contemplated by this Second Agreement, the Guild will notify the City in writing, and this Second Agreement and the obligations of all

Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. If any or all of the City Project Funds have been provided to the Guild, applicable portions of such funds shall be remitted back to the City, as set forth in Section 7.2.

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

Guild:	Bastrop Fine Arts Guild Attn: Donna Cunningham, President 815 Main Street Bastrop, Texas 78602 Ph: (512)308-2018 Gallery: (512)321-8055 Email: donna@donnalc.com
City:	City of Bastrop – City Manager's Office Attn: City Manager 1311 Chestnut Street Bastrop, Texas 78602 Ph: (512) 303-7305 Fax: (512) 321-6684 Email: mtaalbot@cityofbastrop.org
With a copy to:	Attorney for the City Attn: Jo-Christy Brown 1411 West Ave., Ste. 100 Austin, Texas 78701 Ph: (512) 236-1000 Fax: (512) 236-1910 Email: jcbrown@jcbrownlegal.com

All Parties may designate different contact information, at any time, by giving Notice to the other Parties.

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

9.8 Relationship of the Parties. This Second Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the City or the Bastrop Economic Development Corporation, nor their past, present or future officers, elected officials, employees or agents, assumes any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

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

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

9.11 Paragraph / Section Headings. The paragraph/section headings contained in this Second Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs/sections.

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

9.13 Assignment. This Second Agreement may not be assigned to any other party, entity or individual without the express written consent of the City.

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

9.15 Amendments. This Second Agreement may only be amended by the mutual consent of the Parties, which shall be memorialized in writing and appended to the original, fully executed Second Agreement.

9.16 Exhibits. The following exhibits are attached to and incorporated into this Second Agreement for all purposes:

Exhibit A – Metes and Bounds

Exhibit B - Building Plans

Exhibit C – Resolution

[Signature Page to Follow]

EXECUTED to be effective as of the ____ day of _____, 2015

OWNER:

By: _____
Donna Cunningham, President
Bastrop Fine Arts Guild
Date: _____, 2015

APPROVED BY:

City OF BASTROP, TEXAS

By: _____
Michael H. Talbot, City Manager
Date: _____, 2015

STANDARDIZED AGENDA RECOMMENDATION FORM**D.3**

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT AND UPDATE FROM COUNCILMEMBER GILLELAND REGARDING JOB AND CAREER FAIR TO BE HELD AT THE CITY OF BASTROP CONVENTION CENTER.**

2. Party Making Request: Michael H. Talbot

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

Councilmember Gilleland will provide the City Council a report and update on holding a Job and Career Job Fair at the Bastrop Convention Center.

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING BASTROP ART IN PUBLIC PLACES PURCHASE A GROUP OF THREE (3) BRONZE BEARS FOR PUBLIC DISPLAY.**

2. Party Making Request: Michael H. Talbot

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

Attached for review by the City Council is a "Proposal" from the Bastrop Art in Public Places [BAIPP] that the City approve funding the purchase of three (3) bronze bears. BAIPP proposal layouts the details regarding the purchase of the proposed three (3) bronze bears.

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

BASTROP ART IN PUBLIC PLACES

Proposal for Purchase of Art by City of Bastrop

Three Bears: "Yosemite", "Yellowstone", and "Glacier" by Joshua Tobey

This set of three bears is being offered for sale by Deep in the Heart Foundry for a third party. The bears are cast in bronze and are mounted to two large pieces of Texas limestone, which serve as natural benches and are configured in a way that encourages public engagement and interaction.

Sizes: "Yosemite"=38"x23"x34", "Yellowstone"=43"x22"x33", "Glacier"=38"x23"x34"

Value of the pieces: This set is a limited edition of 15 and sold out several years ago. According to the artist, the last set sold on the primary market at \$65,000. There are no records found of any of this set selling on the secondary/resale market at this time. The current appraised value based on similar work by the artist at this time is \$78,000.

Significance of these works to City: Bears were a very common sight when the Bastrop area was first settled. Obviously, the bear is still an important symbol to Bastrop.

Price: \$45,000 The current owner is very interested in the City of Bastrop owning this piece and is willing to sell at this reduced price if it is to be displayed in a place accessible to the public. This offer is exclusive to placement in the City of Bastrop and is not available for private sale unless it is with the intention of donating them to the City for public display. Note that Deep in the Heart Foundry will take no commission on this sale.

Delivery and Installation: Deep in the Heart Foundry will cover all costs for the delivery and installation within the city.

Payment Schedule: \$25,000 to be paid upon decision to purchase with \$20,000 coming from the \$20,000 carried over from FY 2014 moneys per BAIPP approved budget and \$5,000 coming from BAIPP budget FY 2015 line item for New Projects. The final \$20,000 will come from the \$20,000 funds to be carried over in the FY 2015 budget to be paid as soon as these funds are available in October, 2015.

Suggested location for installation: On the lawn of City Hall between the raised flower bed and the side walk on the Chestnut Street side.

Maintenance of pieces: Clean with hose and dish soap if dirty. Wax once per year. Deep in the Heart Foundry can provide this service at minimal cost or can train city personnel.

Insurance of pieces: BAIPP recommends that the City list these pieces on the insurance for the current market value of \$78,000 and that this value be evaluated periodically to see if the value rises.

Investment potential: Please note that if the City of Bastrop owns these pieces, they can be sold on the open market at any time. As the artist is an established artist with many prestigious awards and

showings and, as the artist is still young enough to likely continue to produce work for many years, the value of this limited edition grouping of bronzes is likely to increase in value.

HOME SCULPTURE IN PROGRESS **JOSH** GALLERIES EXHIBITIONS & SHOWS INSTALLATIONS PHOTOS PRESS LINKS CONTACT

JOSH

Growing Up in a Family of Artists

Josh grew up in Santa Fe, New Mexico, the son of renowned ceramic and bronze sculptors Gene and Rebecca Tobey. Josh began sculpting in clay and casting in bronze at the age of six. "My childhood was full of gallery shows and art foundries. Many of the people I grew up around are today's most established western artists." By ten years old, Josh was helping his father in the studio drilling marble bases for sculpture and working ceramic molds.

After receiving a Bachelors of Fine Arts degree from Western State College in Gunnison, Colorado, Josh returned home to apprentice his father and step-mother where he began enlarging their sculpture for monument commissions. During this time, he began working on his own professional body of work.

Distinguishing Patinas Lead to National Notoriety

At 36 years old, he is well established in the Western art world creating bronze sculptures of wildlife featuring contemporary patinas. Renowned for this patina work, Josh combines his love of art and his lifelong passion for the outdoors in his bronze sculpture. Sometimes called whimsical, Josh's work also has a serious side; it depicts the "interdependence of wildlife and humanity" by revealing aspects of human emotion, experience and culture through wildlife sculpture. His work ranges in size from miniature to monumental.

Josh's work has been featured in several national magazines, including the cover artist for *Wildlife Art*. In 2012, he was honored as the poster artist for the Loveland Sculpture Invitational and became an elected member of the **National Sculpture Society**. Josh has also participated in several museum exhibits and events across the country including: **Wheel Wright Museum** in Santa Fe, New Mexico; **Minneapolis Institute of Arts** in Minneapolis, Minnesota; **National Museum of Wildlife Art** in Jackson Hole, Wyoming; **Buffalo Bill Historical Center** in Cody, Wyoming for the third consecutive year; The Governors Invitational in Loveland, Co. His work was on display at the **Booth Western Art Museum** as part of an exhibit, titled "21st Century Regionalist: Art of the New West" and has become a part of the permanent collection. In 2013, he was invited back to the Small Works Great Wonders Show at the **National Cowboy and Western Heritage Museum** in Oklahoma City. He has also been invited to the Collectors' Reserve Show at the **Gilcrease Museum** in Tulsa, Oklahoma for the second year in a row.

Tobey's public installation sites include the Medical Center of the Rockies in Colorado, the Na'Aina Kai Botanical Garden in Hawaii, Western State College in Colorado, Raymond James Financial Center in Florida, and Phoenix Children's Hospital. Most recently, Tobey has been named the featured artist at the 2014 Fall Arts Festival in Jackson Hole, Wyoming, and is the first sculptor to receive this award.

©2014 Joshua Tobey Studios Site Designed and Maintained by MDVC Creative

HOME SCULPTURE IN PROGRESS JOSH GALLERIES **EXHIBITIONS & SHOWS** INSTALLATIONS PHOTOS PRESS LINKS CONTACT

EXHIBITIONS & SHOWS

*Contact galleries for specific events and dates.

-- Decemeber 2014 --

Gallery 822: Christmas show

-- January 2015 --

Manitou Galleries

Jan.2, 2015: Josh Tobey moves back to Manitou Galleries!

Welcome Back Party

800-283-0440 for more information

123 W. Palace Ave.

February 2015:

Thomas Anthony Gallery

Artist in Attendance Friday and Saturday, Feb.27 & 28, 2015

Park City, Utah

April 2015:

Rowe Gallery

"Go Wild" Exhibition

Artist in Attendance Friday and Saturday, April 3 & 4, 2015

Sedona, Arizona

July 2015:

Astoria Fine Art

4th of July Exhibition

Artist in Attendance Friday -Sunday, July 3,4 and 5th, 2015

Jackson Hole, Wyoming

August 2015:

Invitation only for Private Party: Joshua Tobey Studios in Loveland, Colorado.

The annual Loveland Sculpture Invitational had its last show in 2014 and will no longer be an event in August.

Please read the letter from the board at

<http://lovelandsculptureinvitational.org>

Manitou Galleries

Indian Market

Thursday, August 21, 2015: Private Collectors Party at 225 Canyon Road with Josh Tobey

Saturday and Sunday, August 22 & 23, 2015: Artist in Attendance at 123 W. Palace Ave.

Santa Fe, New Mexico

September 2015:

Astoria Fine Art

Fall Arts Festival Exhibition

Artist in Attendance Friday-Sunday, September 18,19 and 20th, 2015

Jackson Hole, Wyoming

Buffalo Bill Art Show & Sale

Artist in Attendance Thursday -Saturday, September 24,25 and 26th, 2015

December 2015:

Manitou Galleries

Small Works Group Show at 123 W. Palace Ave.

Artist in Attendance Friday, December 4, 2015

Santa Fe, New Mexico

-- Past Events --

-- November 2014 --

Gilcrease Museum Collectors' Reserve 2014

Exhibition opens to the public Oct. 25, 2014

Reception & Art Sale - November 6, 2014

Exhibition closes - November 9, 2014

Small Works, Great Wonders Winter Art Sale; Artist in Attendance

National Cowboy & Western Heritage Museum

Oklahoma City, Oklahoma

Friday, November 14, 2014

-- October 2014 --

Gilcrease Museum Collectors' Reserve 2014

Exhibition opens to the public Oct. 25, 2014

Reception & Art Sale - November 6, 2014

Exhibition closes - November 9, 2014

-- September 2014 --

Joshua Tobey is Jackson Hole Fall Arts Festival Artist with Nancy Dunlop Cawdrey.

Please visit the Jackson Hole Chamber of Commerce for more information.

Astoria Fine Art:

Sept. 11-14th

Western Visions, 27th Annual Show & Sale
 Wild Wests Artist Party: Thursday, Sept. 11th
 Miniatures & More Show & Sale: Friday, Sept. 12th

33rd Annual Buffalo Bill Art Show & Sale
 Thursday, Sept. 18th preview party
 Friday, Sept. 19th
 Saturday, Sept. 20th

-- August 2014 --

Loveland Sculpture Invitational
 Aug. 8-10th 2014

Gallery 822: Indian Market

-- July 2014 --

Astoria Fine Art: 4th of July show
 July 3, 4, 5th

-- May 2014 --

Gallery 822: Anniversary show

-- April 2014 --

Rowe Gallery
 April 4th: 5-8pm and April 5th: 3:30-7pm

-- March 2014 --

Thomas Anthony Gallery
 Feb. 28 and March 1st, 2014

-- February 2014 --

Gallery 822: Valentines show

Thomas Anthony Gallery
 Feb. 28 and March 1st, 2014

-- December 2013 --

Gallery 822: Christmas Eve Exhibition; Artist in Attendance
 Santa Fe, New Mexico
 Private Collectors Party: Monday, December 23: 4:30pm – 8pm
 Opening Reception & Faralito Walk on Canyon Road:
 Tuesday, December 24: 5pm – 8pm

-- November 2013 --

Stormy Weather Arts Festival: Artist in Attendance
 Cannon Beach, Oregon
 November 1, 2, 3: Please contact gallery for times

Collectors' Reserve; American Art Exhibition and Sale; Artist in Attendance
 Gilcrease Museum
 Tulsa, Oklahoma
 Reception and Art Sale on Thursday evening, November 7, 2013

Small Works, Great Wonders Winter Art Sale; Artist in Attendance
 National Cowboy & Western Heritage Museum
 Oklahoma City, Oklahoma
 Friday, November 15, 2013

Gallery 822: Thanksgiving Show
 Santa Fe, New Mexico
 Friday, November 29: 4pm – 7pm

-- September 2013 --

Astoria Fine Art/Fall Arts Festival: Artist in Attendance
 Jackson Hole, Wyoming
 September 8 – 15th: Please contact gallery for show times

Western Visions, 26th Annual Show & Sale; Artist in Attendance
 National Museum of Wildlife Art
 Jackson Hole, Wyoming
 Wild West Artist Party: Thursday, September 12: 6:30pm - 10:30pm
 Miniatures & More Show & Sale: Friday, September 13: Doors Open at 3:30pm

32nd Annual Buffalo Bill Art Show & Sale: Artist in Attendance
 Buffalo Bill Historical Center Cody, Wyoming
 Thursday, September 20: 6pm Preview Party with Patrons
 Friday, September 21: 4pm – 9pm; Final Preview and Dinner Auction
 Saturday, September 22: 9am; Champagne Brunch and Silent Auction

-- August 2013 --

Loveland Sculpture Invitational
 Loveland, Colorado: Artist in Tent #4, Center Aisle
 Friday, August 9: 9:30am - 2pm
 VIP Party: 4pm – 8pm
 Saturday, August 10: 9:30am – 6pm
 Sunday, August 11: 9:30am – 4:30pm

Gallery 822: Indian Market Exhibition; Artist in Attendance
 Santa Fe, New Mexico
 Private Collectors Party: Thursday, August 15: 4:30pm – 8pm
 Opening Reception: Friday, August 16: 5pm – 8pm

Rowe Gallery: One Man Show; Artist in Attendance
 Friday, March 15: 4-6pm
 Saturday, March 16: 3:30-7pm
 Sedona, Arizona

-- July 2013 --

Astoria Fine Art: Fourth of July Showcase
 Jackson Hole, Wyoming
 July 4, 5, 6: Artist in Attendance
 Please contact gallery for times

-- May 2013 --

Gallery 822: 10th Annual Anniversary Show Santa Fe, New Mexico
Private Collectors Party: Thursday, May 9: 4:30 – 8pm
Opening Reception: Friday, May 10: 5 – 8pm

-- April 2013 --

22nd Annual Governors Invitational Art Show & Sale
Loveland Museum/Gallery; Artist in Attendance: Saturday, April 27: 5 – 9pm
5th Street and Lincoln Ave., Loveland, Colorado

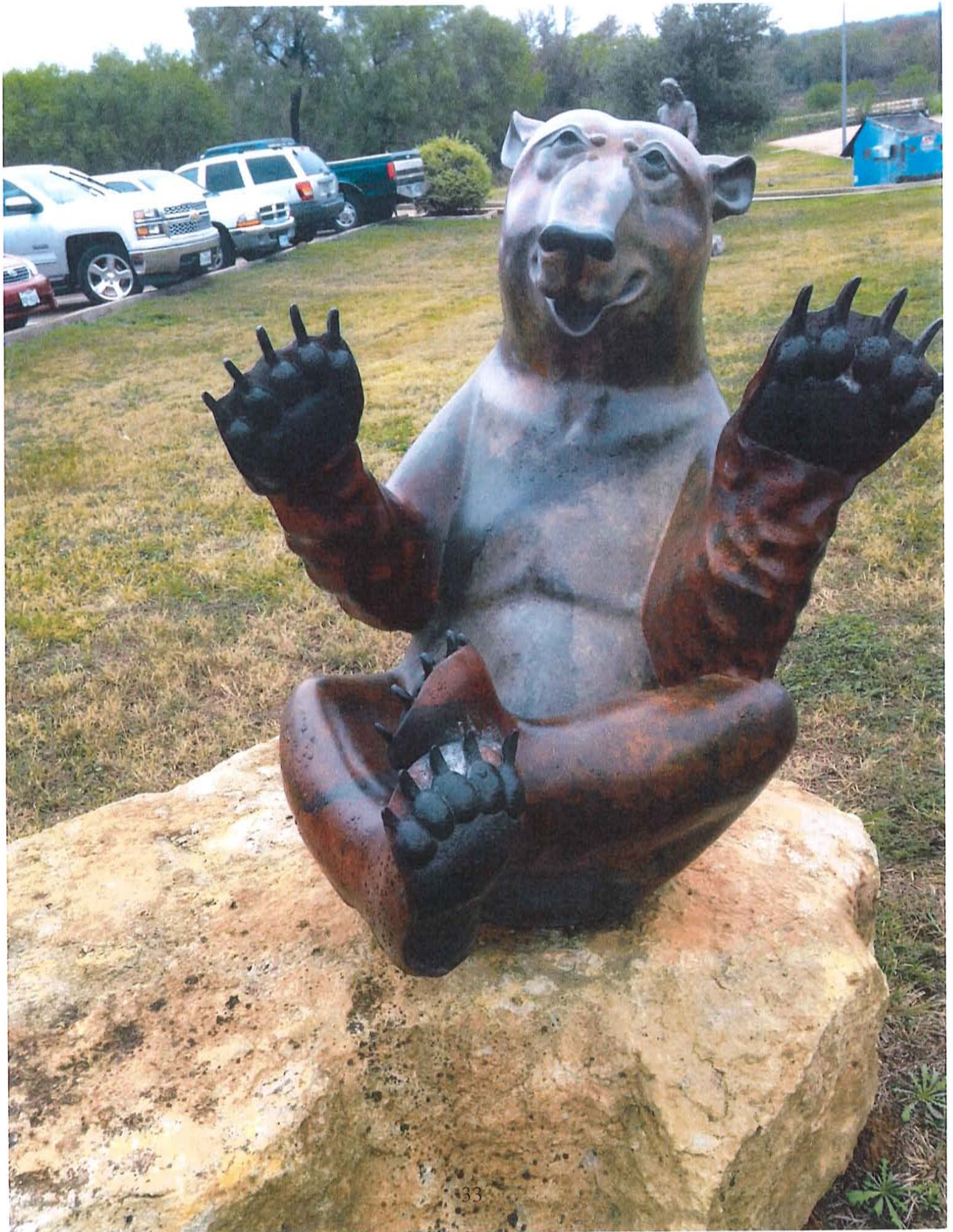
-- February 2013 --

Thomas Anthony Gallery
Artist in Attendance: Friday and Saturday, February 22-23, 2013
Park City, Utah

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STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING OF A CONTRACT BETWEEN BASTROP ARTS IN PUBLIC PLACES AND THE ARTIST'S SELECTED TO PARTICIPATE IN THE SCULPTURE CALL.

2. Party Making Request: Michael H. Talbot

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

Attached for review by the City Council is an agreement developed by Bastrop Arts Public Places [BAIPP] for artist who will be selected to participate in the Sculpture Call project. BAIPP did submit the attached agreement to the City in December for the City Attorney and I to review in "Legal Review". We have commenced our review but have not completed our review. I will get with the City Attorney and we will give it our best effort to have our review by Tuesday evening.

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

**AGREEMENT BETWEEN THE CITY OF BASTROP AND ARTIST FOR THE
DOWNTOWN BASTROP SCULPTURE PROJECT**

This agreement is made and entered into this _____ day of _____, 2014 by and Between the City of Bastrop, Texas ("City"), a municipal corporation and _____ ("Artist"), related to the City's 2014 Downtown Bastrop Sculpture Project. ("Downtown Bastrop Sculpture Project") The City and the Artist may be referred to herein singularly as the Party and together as the Parties.

RECITALS

WHEREAS, the City established the Bastrop Art in Public Places (BAIPP) program with the goal of promoting public art for the benefit of the Bastrop community through the display of unique art throughout the City ("Program"); and

WHEREAS, the City and BAIPP Task Force issued a "call to artists" requesting that qualified artists and/or owners of authenticated sculpture art submit bid responses for free standing sculptures, of original design to be installed either on concrete pads or as free standing in designated City pedestrian routes, which is referred to herein as the Downtown Bastrop Sculpture Project; and

WHEREAS, the City has determined that, once installed, the sculptures located in the City's neighborhood business districts will contribute to the vitality and attractiveness of the urban streetscape, promote art and culture, and improve the touristic appeal of the City.

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

1. **Scope of Work.** Consisting in general terms, the selected Artist will design and install an original free standing sculpture at a location selected by the City and shown in Exhibit "A". The work performed by the Artist shall be of high quality, respond to the urban context in which the sculpture is located, and be appropriate given the placement and the intended audience. The Artist acknowledges and understands that the sculpture must either fit on a concrete pad 3' wide X 3' deep X 6" tall or be of a free standing nature with no pad required in the location selected by the City.
2. **Time of Completion.** The work performed by the Artist pursuant to this Agreement shall commence on receipt by the Artist of a Notice to Proceed and shall fully be installed by March 20, 2015. The City may grant a reasonable extension in the event of delays due to conditions beyond the Artist's control or Acts of God that rendered timely performance of the Artist's services impossible. On completion of all sculpture installations a jury will award a Gold, Silver and Bronze award and winners will be announced and publicized by the City.
3. **Termination.** The Artist's work may be terminated by the City, at any time, to protect the safety, health and welfare of the public, on written notice to the Artist by the City for any reason or no reason at all. In the event of termination by the City unless the termination was related to misconduct or default by the Artist, the City shall compensate the Artist for all the reasonable expenses, services and materials performed or acquired by the Artist up to the date of the termination.

4. **Contract Sum.** For the delivery, setup and removal of the sculpture, when accepted by the City, the Artist shall receive a \$300 (three hundred dollars) stipend for each accepted sculpture.

5. **Materials/Process/Oversight.**

- a. The Artist will be not be reimbursed for art materials necessary to complete the work, however, the art may be offered for sale by the Artist. The production of the art project is the sole financial responsibility of the Artist.
- b. Materials used by the Artist must be safe, durable, and suitable for an outdoor exhibit and must be approved by the City, shown in Exhibit "B" as needed.
- c. The Artist is solely responsible for protecting their artwork during the installation process.
- d. The City will provide pedestrian barriers as needed. The Artist must obtain City approval and coordination prior to blocking or altering pedestrian or vehicular traffic.
- e. The Artist will complete and execute the Affidavit, attached hereto as Exhibit "D" acknowledging receipt of and understanding of the requirements contained in Exhibits "B" and "C" attached hereto as needed.

6. **Design Limitations.**

- a. The Artist represents and warrants that the artwork will be artistically unique and original.
- b. Sculpture art may not contain advertisements; however, the Artist may incorporate his/her signature into the design.
- c. The Artist's work must be original. The Artist warrants and agrees that reproductions will not violate any third party rights. If the sculpture art is on loan by an individual other than the artist a certification of authenticity from the artist is required.
- d. The sculpture art may be representational or abstract; however, the design must be appropriate in consideration of the location and the anticipated audience.

7. **Ownership of Work.**

- a. The sculpture art is on loan to the City of Bastrop for one year commencing upon installation of the sculpture. During this time the Artist will allow the City the right to photograph, publish and display the sculpture art publically for non-commercial purposes including media, publicity, exhibition catalogues, maps or City websites.
- b. The City is not responsible for any third-party infringement of intellectual property rights. It is understood that the sculpture art may be photographed by the public and that the City cannot control the public's use of those photographs or depictions.

- c. The Artist acknowledges and agrees that the sculpture art may be removed at any time by the City, without any notification to the Artist prior to or after the removal of the sculpture art.
- d. In the event the City requires reproductions of the sculpture art for commercial purposes, a separate agreement will be executed between the Artist and the City. For purposes of this Agreement, the term "commercial" shall mean a use or purpose that results in direct monetary gain to the City (e.g., the sale of postcards).
- e. The City warrants and agrees that all representations of the sculpture art by the City shall credit the Artist.

8. Guarantee of Workmanship and Maintenance.

- a. For a period of 1 (One) year, the Artist agrees to replace or correct any material defects in the artwork, whether caused by defects in the design, workmanship or materials used in the sculpture art. In the event the City asks the Artist to repair damage to the sculpture art caused by vandalism, collision or other unforeseeable environmental damage, the Artist shall be reimbursed by the City for the reasonable material and labor costs for repairs.
 - b. The City may, at its sole option, perform care, maintenance and repair of the sculpture art that it deems necessary. In conjunction therewith, the Artist shall assist with any advice relating to the care of the sculpture art and shall provide the City with several digital images of the completed work in order to facilitate the maintenance/repair of same.
 - c. Notwithstanding the above, the City shall have no obligation to repair or maintain the sculpture art whether due to wear and tear, gradual deterioration, reaction or contamination, acts of nature or vandalism, or any other cause, and may remove or repaint over the artwork at any time.
9. **Safety.** The Artist shall use best efforts to safe guard the public from injury or loss in connection to the work. The City will supply safety barricades and fences and assist the Artist with same, as per the procedures noted on Exhibit "C". In the event of any question regarding the safety of the public, please immediately contact the City offices, by calling 512.332.8800.

10. INDEMNITY, HOLD-HARMLESS AND RELEASE.

- a. The Artist shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against all claims, damages, losses, and expenses and legal fees including attorney's fees arising out of or related to the Artist's performance under this Agreement, whether to person or property and whether or not the claim, damage or loss was known, unknown, foreseeable or unforeseeable to the Parties.
- b. The Artist recognizes and understands that there is an inherent danger in working near and around City streets, City equipment, utility structures and pedestrian pathways. The Artist further understands that while remote, there is a possibility during installation an injury or harm to the Artist could occur, the extent of which harm or injury is unknown. The Artist is specifically advised to use gloves, hardhats and other safety gear when working on the installation. In the event of any injury or harm to the Artist as a result of his/her work on the installation, whether bodily injury or property damage, the Artist hereby releases, in

full, the City, its officers, agents, affiliates, and employees from all present and future claims, causes of action or demands that the Artist now has or may hereafter accrue in anyway related to or arising out of the Agreement and the Artist's sculpture whether known, unknown, foreseen or unforeseen.

11. Integrated Agreement.

This Agreement contains all of the terms, considerations, understandings and promises of the Parties. It should read as a whole and its terms can only be modified by an instrument in writing signed by both Parties.

In Witness whereof, the City of Bastrop, has executed this Agreement by its City Manager and the Lender and has caused the Agreement to be executed.

City of Bastrop, Texas

Artist

Michael H. Talbot, City Manager

Exhibit "A"
[Location of Sculptures]

Exhibit "B"
[Material Specification]

Not applicable to Downtown Bastrop Sculpture Project

Exhibit "C"
City Procedures and Process
Downtown Bastrop Sculpture Project

Exhibit "D"
[Affidavit Acknowledging Receipt and Understanding of the City's Process/Procedures]

AFFIDAVIT OF _____ [Artist]
Downtown Bastrop Sculpture Project

I, _____, am duly authorized to make this affidavit and state as follows:

1. My name is _____. I am over 18 years of age, fully competent to make this affidavit, and assert that all statements made herein are true and correct.
2. I have been selected by the City of Bastrop to provide artwork related to the Bastrop Downtown Sculpture Project.
3. In regards to this Bastrop Downtown Sculpture Project, I have received read and fully understand the information provided to me by the City of Bastrop, related to the materials specifications, safety requirements, as well as the process, procedures and oversight, as detailed in this Agreement in materials presented in Exhibits "B" and "C".
4. I have been given adequate opportunity and time to review the above-noted information, to seek clarification and ask questions related to same and to consult with the City's representatives concerning my work on the Downtown Bastrop Sculpture Project.
5. Further, Affiant sayeth not.

Signature

_____, Artist

Print Name

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

Notary Public, State of Texas

My Commission Expires _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 22, 2015MEETING DATE: January 27, 2015

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION FROM THE BASTROP ARTS IN PUBLIC PLACES OF THE ARTISTS SELECTED FOR THE SCULPTURE CALL PROJECT..**

2. Party Making Request: Michael H. Talbot

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

Bastrop Art in Public Places is currently in the process of selecting the artists who will be working on the Sculpture Call Project. I have been advised that they will have the names of the selected artists to the City prior to Tuesday evening. As soon as the City receives the names they will be forward to the Council.

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 20, 2015

MEETING DATE: January 27, 2015

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending in December 31, 2014.**

2. Party Making Request: **Karla Stovall**

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

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

4. Policy Implication: _____

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

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: Acceptance of monthly financial reports

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 DECEMBER 31, 2014



CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2014

Fiscal year 2015 is 3 month or 25% completed as of December 31, 2014.

- ☐ General Fund revenues reflect \$2,859,935 collected or 30.5% of the budgeted revenue received. Expenditures represent \$2,182,836 or 22% of the budget spent.
- ☐ Water/ Wastewater Fund revenues reflect 23.5% collected or \$1,017,721. Expenditures represent 22.3% spent or \$870,560.
- ☐ The Electric Fund revenues reflect 24.7% collected or \$1,854,108. Expenditures represent 23.6% spent or \$1,828,470.
- ☐ The Hotel /Motel Fund revenues reflect 25% collected or \$660,734. Expenditures represent 26.3% spent or \$656,771.

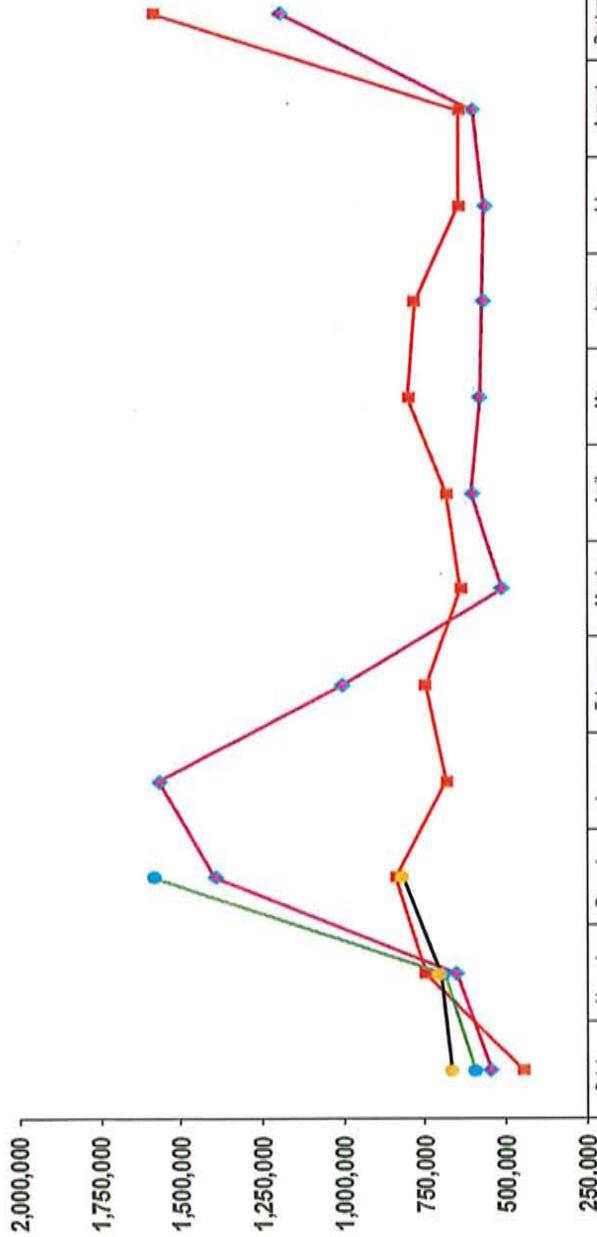
Revenues

	FY 2015 Budget	FY 2015 Actual	% of FY2015 Budget	FY 2015 Budget	FY 2015 Actual	% of FY2015 Budget
General Fund	\$ 9,380,370	\$ 2,859,935	30.5%	\$ 9,937,090	\$ 2,182,836	22%
WWW Fund	\$ 4,338,480	\$ 1,017,721	23.5%	\$ 3,911,020	\$ 870,560	22.3%
Electric Fund	\$ 7,513,000	\$ 1,854,108	24.7%	\$ 7,753,790	\$ 1,828,470	23.6%
Hotel Motel Fund	\$ 2,647,000	\$ 660,734	25%	\$ 2,495,988	\$ 656,771	26.3%

Expenditures

GENERAL FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2014

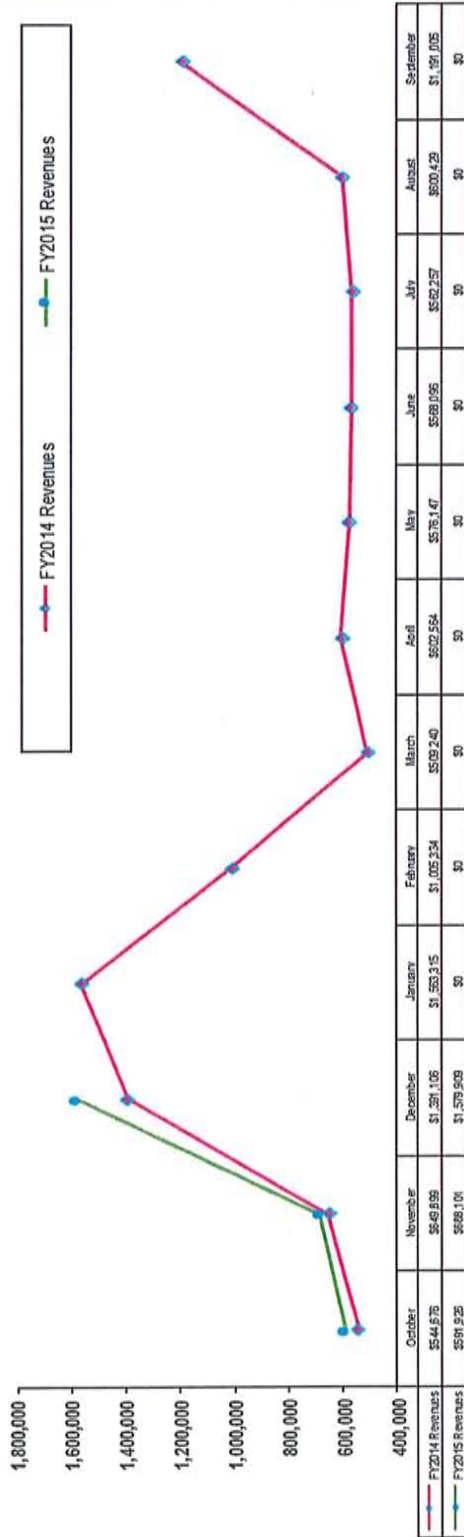
Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.



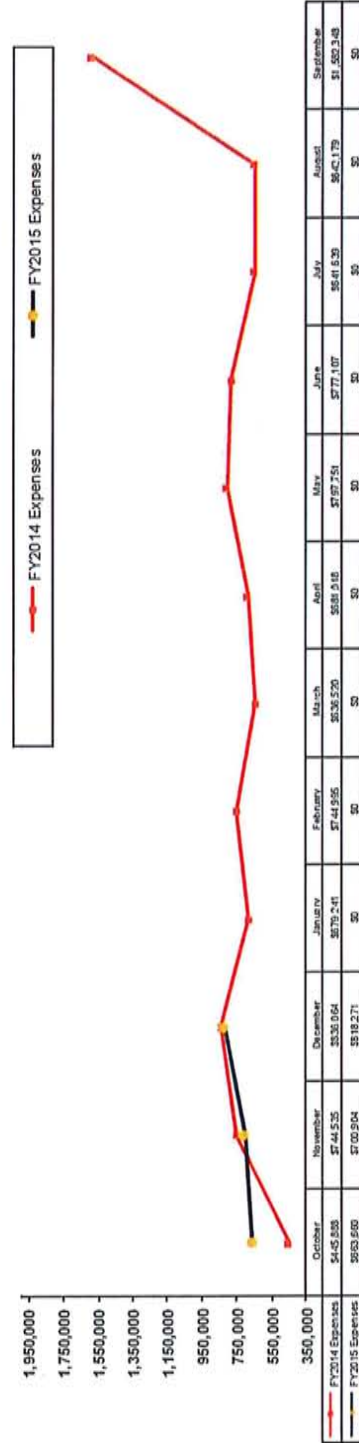
	October	November	December	January	February	March	April	May	June	July	August	September
FY2014 Revenues	\$544,676	\$649,899	\$1,391,106	\$1,563,315	\$1,005,334	\$509,240	\$602,564	\$576,147	\$568,096	\$662,257	\$600,429	\$1,191,005
FY2014 Expenses	\$445,868	\$744,535	\$835,064	\$679,241	\$744,995	\$536,520	\$681,018	\$797,751	\$777,107	\$641,539	\$642,179	\$1,582,348
FY2015 Revenues	\$591,926	\$688,101	\$1,579,909	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY2015 Expenses	\$663,660	\$700,904	\$816,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

GENERAL FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2014

FY 2014 & 2015 Revenues



FY 2014 & 2015 Expenditures

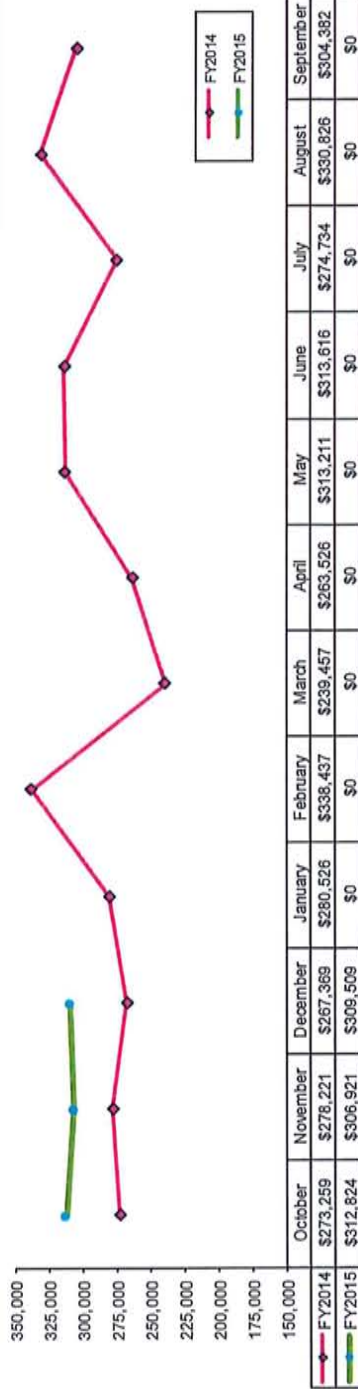


GENERAL FUND REVENUE AS OF DECEMBER 31, 2014

Sales Tax

FY2015 YTD \$929,255

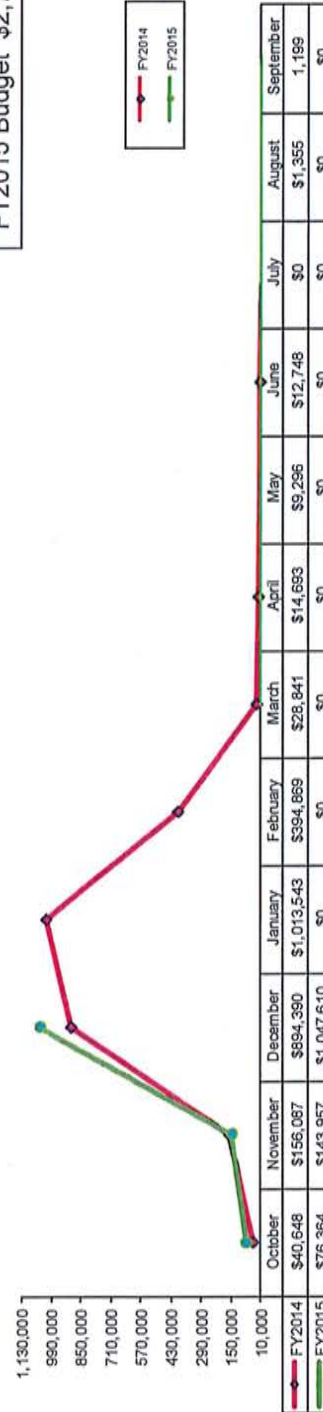
FY2015 Budgeted \$3,430,000



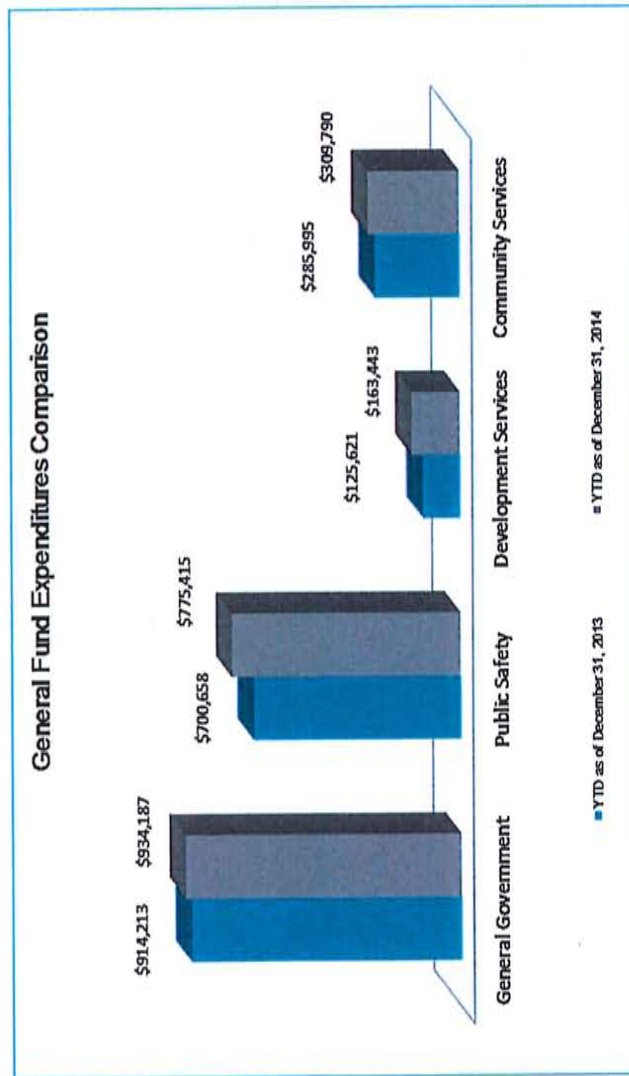
Ad Valorem Taxes

FY2015 YTD \$1,267,932

FY2015 Budget \$2,779,920



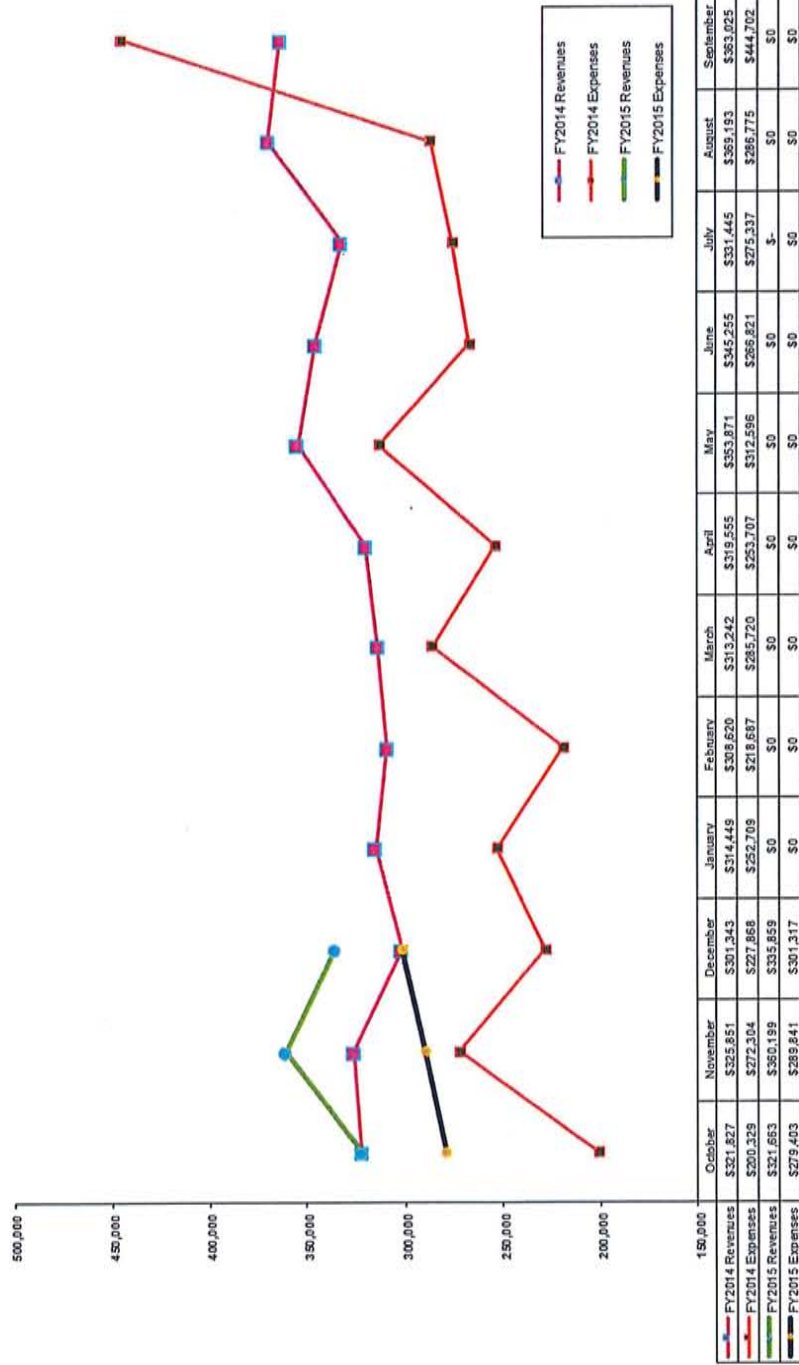
GENERAL FUND EXPENDITURES AS OF DECEMBER 31, 2014



- 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

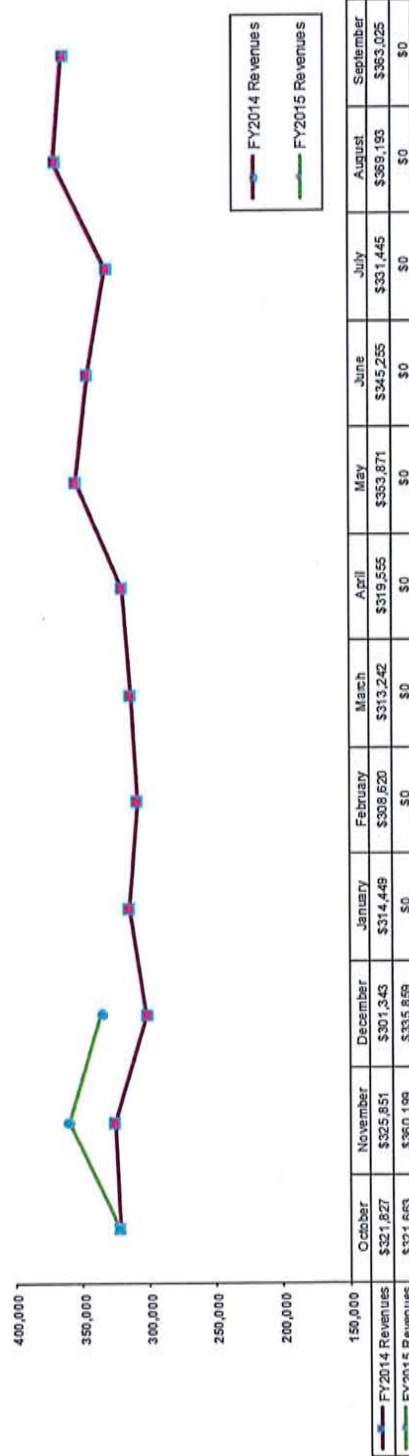
WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2014

- Water/Wastewater Fund Revenues Year-to-date (YTD) as of December 31, 2014 are \$1,017,721 or 23.5% of the year.

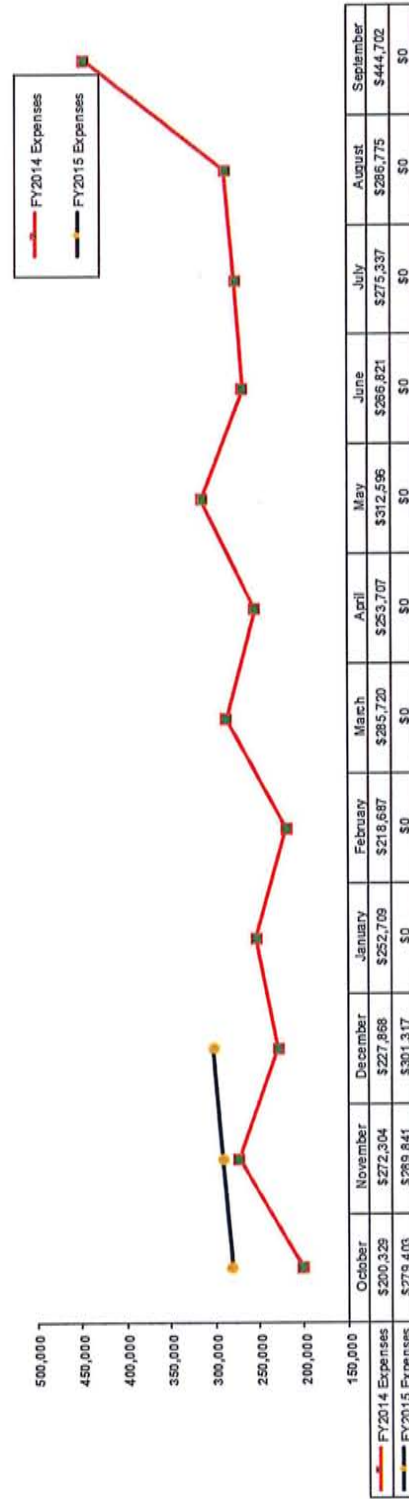


WATER WASTEWATER FUND REVENUE & EXPENDITURES AS OF DECEMBER 31, 2014

FY 2014 & 2015 Revenues

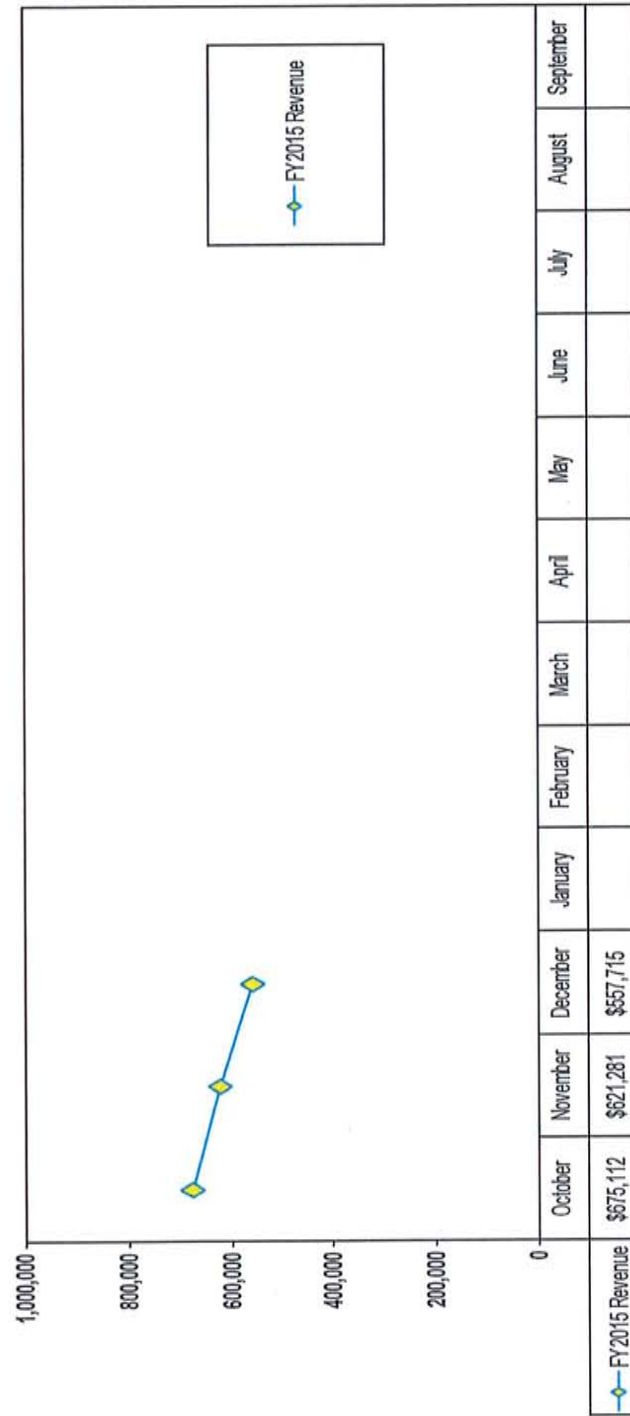


FY 2014 & 2015 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE AS OF DECEMBER 31, 2014

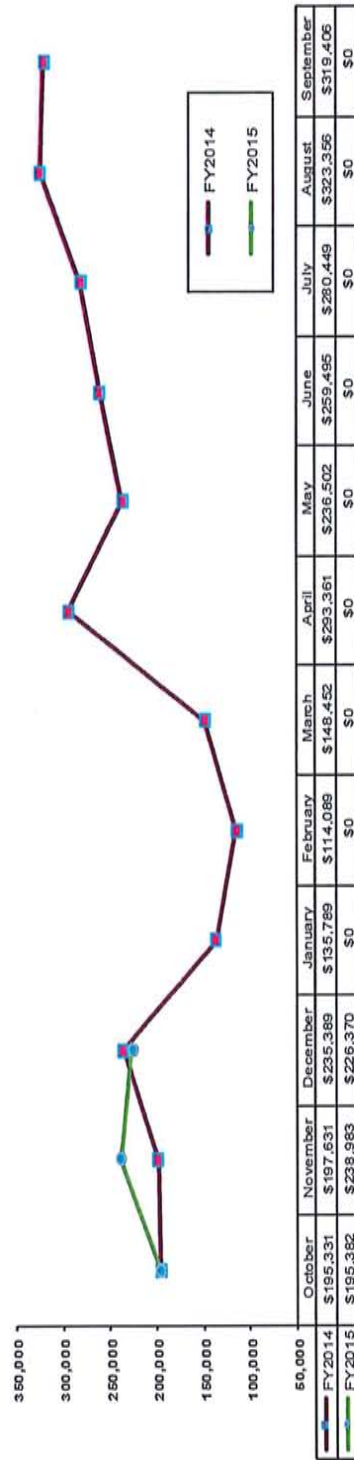
□ Electric Fund Revenues Year-to-date (YTD) as of December 31, 2014 are \$1,854,108 or 24.7% of the FY2015 adopted budget.



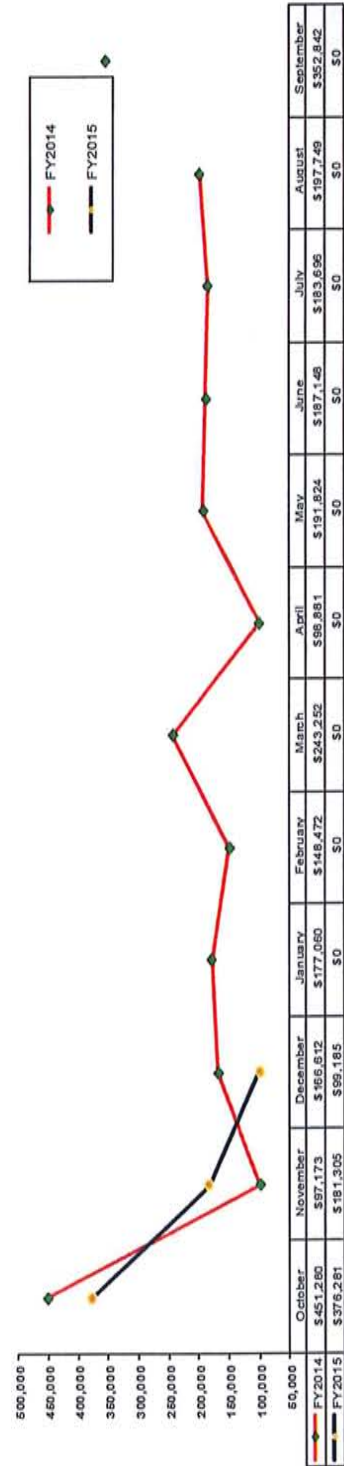
HOTEL MOTEL TAX REVENUE FUND REVENUE AND EXPENDITURES AS OF DECEMBER 31, 2014

- Revenues as of December 31, 2014 represent YTD earned revenue of \$660,734. 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 December 31, 2014

TEXPOOL

09/30/2014 Beginning Book and Market Value Balance \$34,089,965
Subtractions/ Changes to Market Value (\$1,327,308)
12/31/2014 Ending Book and Market Value Balance \$ 32,762,657
Accrued Interest for Reporting Period: \$2,691.43
Weighted Average Maturity (WAM): 46 days
Average Monthly Yield, on a simple basis: .03%

CERTIFICATES OF DEPOSIT

09/30/2014 Beginning Balance and Market Value \$1,500,000
Additions/ Changes to Market Value \$0
12/31/2014 Current Balance and Market Value \$1,500,000
Maturity Date: 04/26/2015
Term Date: 365 days
Current Rate: .80 %

POOLED CASH

09/30/2014 Beginning Book and Market Value Balance \$420,914
Subtractions/ Changes to Market Value (\$117,442)
12/31/2014 Ending Book and Market Value Balance \$1,403,824.64
Accrued Interest for Reporting Period: \$914.02

FINANCIAL STATEMENT REPORTS ARE ATTACHED

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

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2014

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4000 BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4001 CURRENT TAXES M&O	1,091,125.25	2,779,920.00	1,047,610.15	1,267,931.90	1,511,988.10	45.61
00-00-4002 DELINQUENT TAXES M&O	18,119.06	35,750.00	2,146.64	8,537.93	27,212.07	23.88
00-00-4003 PENALTIES & INTEREST M&O	4,216.71	26,000.00	1,474.84	5,252.30	20,747.70	20.20
00-00-4004 FRANCHISE TAX	38,098.53	400,000.00	20,887.98	41,173.64	358,826.36	10.29
00-00-4006 CITY SALES TAX	818,848.78	3,430,000.00	309,509.11	929,254.57	2,500,745.43	27.09
00-00-4008 OCCUPATION TAX	3,615.00	8,000.00	470.00	835.00	7,165.00	10.44
00-00-4009 MIXED BEVERAGE TAX	0.00	20,000.00	0.00	0.00	20,000.00	0.00
00-00-4010 380 AGREEMENT PROP REFUND	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES & PENALTIES	1,974,023.33	6,699,670.00	1,382,098.72	2,252,985.34	4,446,684.66	33.63
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	23,218.73	75,000.00	8,028.56	31,056.32	43,943.68	41.41
00-00-4021 ZONING FEES	300.00	3,000.00	0.00	300.00	2,700.00	10.00
00-00-4022 PLATTING FEES	1,900.00	6,000.00	1,820.00	3,020.00	2,980.00	50.33
00-00-4023 SPECIAL EVENT PERMIT FEE	400.00	2,000.00	0.00	200.00	1,800.00	10.00
00-00-4024 ELECTRICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4025 PLUMBING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4026 MECHANICAL PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4027 OTHER PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4030 LICENSE FEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LICENSES & PERMITS	25,818.73	86,000.00	9,848.56	34,576.32	51,423.68	40.21
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	140.00	200.00	50.00	85.00	115.00	42.50
00-00-4043 PARKS RECEIPTS	190.00	1,600.00	0.00	105.00	1,495.00	6.56
00-00-4044 PD ACCIDENT REPORTS	253.00	1,800.00	438.00	588.00	1,212.00	32.67
00-00-4045 DRUG DOG VISITS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	35,000.00	0.00	0.00	35,000.00	0.00
00-00-4047 PROJ ESCROW REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4049 TRANSFER STATION RECEIPTS	1,001.00	7,000.00	365.00	1,095.00	5,905.00	15.64
TOTAL CHARGES FOR SERVICES	1,584.00	45,600.00	853.00	1,873.00	43,727.00	4.11
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	35,526.80	175,000.00	13,452.92	33,867.77	141,132.23	19.35
00-00-4071 BOND FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4072 SANITATION PENALTIES/RECONNEC	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4076 LIBRARY RECEIPTS	3,813.85	16,000.00	1,219.49	3,633.15	12,366.85	22.71
00-00-4077 SANITATION PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4078 JUVENILE CASE MANAGER-M/C	1,220.55	5,100.00	518.41	1,338.32	3,761.68	26.24
00-00-4080 TEEN COURT (MC)	212.58	1,000.00	62.94	188.23	811.77	18.82
TOTAL FINES & FORFEITURES	40,773.78	197,100.00	15,253.76	39,027.47	158,072.53	19.80

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2014

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER REVENUE						
00-00-4381 GTG SETTLEMENT TRUST FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4391 STREET/ROW VACATIONS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	1,128.53	5,000.00	162.37	824.47	4,175.53	16.49
TOTAL INTEREST INCOME	1,128.53	5,000.00	162.37	824.47	4,175.53	16.49
INTERGOVERNMENTAL						
00-00-4411 BASTROP CO/LIBRARY	8,500.00	0.00	0.00	0.00	0.00	0.00
00-00-4412 BASTROP CO/WC FIREMEN	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4413 BISD PROJECT RECEIPTS	1,142.86	40,000.00	0.00	0.00	40,000.00	0.00
00-00-4414 DEPT OF JUSTICE GRANT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4415 EMERGENCY MANAGEMENT	14,025.60	30,000.00	0.00	16,201.38	13,798.62	54.00
00-00-4419 PROPERTY LIEN PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4435 FIRE DEPT/INSURANCE REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4490 ELECTRIC IN-KIND	129,069.99	516,280.00	43,023.33	129,069.99	387,210.01	25.00
00-00-4491 WATER/WASTEWATER IN-KIND	132,754.98	531,020.00	44,251.66	132,754.98	398,265.02	25.00
00-00-4492 WASTEWATER IN-KIND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4493 BEDC IN-KIND	49,769.97	169,080.00	16,589.99	49,769.97	119,310.03	29.44
00-00-4495 CONVENTION CENTER IN-KIND	43,530.00	174,120.00	14,510.00	43,530.00	130,590.00	25.00
00-00-4496 DONATION IN-KIND	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	378,793.40	1,460,500.00	118,374.98	371,326.32	1,089,173.68	25.42
MISCELLANEOUS						
00-00-4503 FIRE DEPT GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4507 175TH ANNIVERSARY DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4508 MEMORIAL DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4509 GENERAL DONATIONS	250.00	0.00	118.00	218.00	(218.00)	0.00
00-00-4511 BANNER FEES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4512 SALE OF FIXED ASSETS	0.00	0.00	0.00	546.00	(546.00)	0.00
00-00-4515 GRANTS - MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4518 OTHER SOURCES-BANK LOAN	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4519 SNOW PLAYDAY	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4521 LCRA-FISHERMAN PARK FLAGS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4522 WORKERS COMP. REIMBURSE	0.00	4,000.00	0.00	0.00	4,000.00	0.00
00-00-4523 TML REGION X MEETING	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4524 SPLASHPARK DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4525 SUMMER REC/FILM DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4526 DOG BARK PARK DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4527 CLEAN SWEEP	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4535 PLANNING DEPT MISC RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4536 MISCELLANEOUS	9,833.34	21,000.00	2,074.51	3,757.37	17,242.63	17.89
00-00-4537 INSURANCE PROCEEDS	0.00	0.00	0.00	1,426.12	(1,426.12)	0.00
00-00-4538 BEVERAGE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4540 HUNTERS CROSSING REIMB	0.00	0.00	0.00	0.00	0.00	0.00

C I T Y O F B A S T R O P
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101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-00-4543 PINEY CREEK SUBDIVISION REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4544 PERSONAL PROPERTY ACQ DEBT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4553 FIRE DEPT CALLS - REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4554 KERR PARK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4557 FEMA DISASTER RELIEF REIMBURS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	10,083.34	25,000.00	2,192.51	5,947.49	19,052.51	23.79
TRANSFERS-IN						
00-00-4702 TRANSFERS IN - W/WW #202	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4703 TRANSFERS IN - ELECTRIC FUND	153,375.00	613,500.00	51,125.00	153,375.00	460,125.00	25.00
00-00-4704 TRANS IN - SANITATION FUND	0.00	48,000.00	0.00	0.00	48,000.00	0.00
00-00-4706 TRANSFERS IN - BEDC	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4708 TRANS IN - GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4710 TRANS IN - GENERAL CIP #150	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4717 TRANS IN-HOTEL TAX-CIVIC CENT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4718 TRANSFER-IN SPECIAL PROJECT	0.00	200,000.00	0.00	0.00	200,000.00	0.00
00-00-4725 TRANS IN - TAX NOTE #714	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4726 TRANS IN-C OF O'S 2006 #713	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4731 TRANS IN-LIMITED TAX NOTE #71	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4732 TRANSFER IN - BOND #709	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4736 TRANSFER IN -LIBRARY BOARD 50	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	153,375.00	861,500.00	51,125.00	153,375.00	708,125.00	17.80
** TOTAL REVENUE **						
	2,585,580.11	9,380,370.00	1,579,908.90	2,859,935.41	6,520,434.59	30.49

CITY OF BASTROP
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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL SERVICES	1,502.03	5,970.00	484.44	1,446.72	4,523.28	24.23
SUPPLIES & MATERIALS	237.32	4,530.00	701.19	1,045.24	3,484.76	23.07
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,760.69	8,000.00	297.22	1,823.41	6,176.59	22.79
CONTRACTUAL SERVICES	245.00	11,800.00	75.00	225.00	11,575.00	1.91
OTHER CHARGES	3,632.94	19,940.00	1.77	1,369.03	18,570.97	6.87
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	7,377.98	50,240.00	1,559.62	5,909.40	44,330.60	11.76
TOTAL LEGISLATIVE	7,377.98	50,240.00	1,559.62	5,909.40	44,330.60	11.76
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL SERVICES	35,939.26	182,580.00	11,364.20	35,362.60	147,217.40	19.37
SUPPLIES & MATERIALS	2,975.48	14,990.00	3,215.61	5,077.40	9,912.60	33.87
MAINTENANCE & REPAIRS	955.36	7,160.00	1,434.00	2,257.01	4,902.99	31.52
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	113,601.68	433,570.00	52,812.07	134,691.66	298,878.34	31.07
OTHER CHARGES	88,803.62	460,865.00	115,911.98	129,210.92	331,654.08	28.04
CONTINGENCY	0.00	197,615.00	0.00	0.00	197,615.00	0.00
CAPITAL OUTLAY	22,500.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	264,775.40	1,296,780.00	184,737.86	306,599.59	990,180.41	23.64
TOTAL ORGANIZATIONAL	264,775.40	1,296,780.00	184,737.86	306,599.59	990,180.41	23.64
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	73,277.08	290,460.00	23,325.37	68,204.16	222,255.84	23.48
SUPPLIES & MATERIALS	2,577.42	6,450.00	689.16	1,188.74	5,261.26	18.43
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,987.71	9,400.00	425.97	1,941.89	7,458.11	20.66
CONTRACTUAL SERVICES	87.50	350.00	87.50	87.50	262.50	25.00
OTHER CHARGES	5,924.06	11,740.00	1,731.73	4,624.98	7,115.02	39.40
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	83,853.77	318,400.00	26,259.73	76,047.27	242,352.73	23.88
TOTAL CITY MANAGER	83,853.77	318,400.00	26,259.73	76,047.27	242,352.73	23.88

CITY OF BASTROP
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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CITY SECRETARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	16,538.78	71,180.00	5,739.34	17,164.29	54,015.71	24.11
SUPPLIES & MATERIALS	480.70	5,975.00	16.24	151.92	5,823.08	2.54
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	466.09	2,190.00	64.21	534.48	1,655.52	24.41
CONTRACTUAL SERVICES	0.00	5,600.00	1,715.00	1,715.00	3,885.00	30.63
OTHER CHARGES	6,969.13	40,490.00	2,603.40	5,798.83	34,691.17	14.32
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	24,454.70	125,435.00	10,138.19	25,364.52	100,070.48	20.22
TOTAL CITY SECRETARY	24,454.70	125,435.00	10,138.19	25,364.52	100,070.48	20.22
FINANCE						
00-NON-PROGRAM						
PERSONNEL SERVICES	71,055.76	323,224.00	25,540.31	75,190.46	248,033.54	23.26
SUPPLIES & MATERIALS	1,539.96	9,440.00	552.11	2,255.37	7,184.63	23.89
MAINTENANCE & REPAIRS	1,851.75	38,000.00	1,314.34	1,314.34	36,685.66	3.46
OCCUPANCY	1,474.65	7,550.00	415.53	1,710.84	5,839.16	22.66
CONTRACTUAL SERVICES	14,998.00	44,150.00	0.00	0.00	44,150.00	0.00
OTHER CHARGES	1,968.92	18,640.00	1,822.37	3,540.35	15,099.65	18.99
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	92,889.04	441,004.00	29,644.66	84,011.36	356,992.64	19.05
METER SERVICE						
PERSONNEL SERVICES	81,497.17	347,751.00	29,313.17	83,450.52	264,300.48	24.00
SUPPLIES & MATERIALS	7,908.08	35,290.00	2,563.90	6,255.14	29,034.86	17.72
MAINTENANCE & REPAIRS	119.44	8,500.00	32.96	3,645.07	4,854.93	42.88
OCCUPANCY	2,190.41	12,620.00	349.72	1,978.55	10,641.45	15.68
CONTRACTUAL SERVICES	3,606.62	17,100.00	135.36	2,384.57	14,715.43	13.94
OTHER CHARGES	150.75	6,580.00	426.22	972.47	5,607.53	14.78
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL METER SERVICE	95,472.47	427,841.00	32,821.33	98,686.32	329,154.68	23.07
TOTAL FINANCE	188,361.51	868,845.00	62,465.99	182,697.68	686,147.32	21.03
HUMAN RESOURCE						
00-NON-PROGRAM						
PERSONNEL SERVICES	22,278.75	98,735.00	8,171.47	23,310.23	75,424.77	23.61
SUPPLIES & MATERIALS	147.63	1,575.00	22.24	113.40	1,461.60	7.20
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	747.07	3,445.00	66.90	666.78	2,778.22	19.36
CONTRACTUAL SERVICES	2.00	325.00	0.00	0.00	325.00	0.00
OTHER CHARGES	6,643.09	15,685.00	5,160.06	5,160.06	10,524.94	32.90
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	29,818.54	119,765.00	13,420.67	29,250.47	90,514.53	24.42

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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL HUMAN RESOURCE	29,818.54	119,765.00	13,420.67	29,250.47	90,514.53	24.42
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL SERVICES	23,975.03	136,055.00	8,571.70	25,186.68	110,868.32	18.51
SUPPLIES & MATERIALS	2,015.46	13,710.00	668.13	1,548.56	12,161.44	11.30
MAINTENANCE & REPAIRS	10,236.84	85,270.00	678.97	39,694.12	45,575.88	46.55
OCCUPANCY	1,453.24	8,515.00	269.14	1,714.84	6,800.16	20.14
CONTRACTUAL SERVICES	645.00	19,200.00	0.00	435.00	18,765.00	2.27
OTHER CHARGES	355.95	4,200.00	305.02	305.02	3,894.98	7.26
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	38,681.52	266,950.00	10,492.96	68,884.22	198,065.78	25.80
TOTAL INFORMATION TECHNOLOGY	38,681.52	266,950.00	10,492.96	68,884.22	198,065.78	25.80
POLICE						
ADMINISTRATION						
PERSONNEL SERVICES	56,529.75	432,979.00	34,061.74	99,721.11	333,257.89	23.03
SUPPLIES & MATERIALS	5,040.82	28,920.00	1,266.59	7,372.94	21,547.06	25.49
MAINTENANCE & REPAIRS	1,517.49	25,141.00	107.00	439.98	24,701.02	1.75
OCCUPANCY	12,231.01	54,556.00	13,798.18	20,656.96	33,899.04	37.86
CONTRACTUAL SERVICES	47,235.95	196,695.00	47,228.10	48,700.11	147,994.89	24.76
OTHER CHARGES	5,219.70	32,735.00	616.89	4,270.49	28,464.51	13.05
CAPITAL OUTLAY	58,970.00	6,775.00	0.00	0.00	6,775.00	0.00
TOTAL ADMINISTRATION	186,744.72	777,801.00	97,078.50	181,161.59	596,639.41	23.29
CODE ENFORCEMENT						
PERSONNEL SERVICES	11,543.86	51,557.00	4,060.34	12,452.93	39,104.07	24.15
SUPPLIES & MATERIALS	621.90	1,100.00	78.59	369.86	730.14	33.62
MAINTENANCE & REPAIRS	0.00	750.00	7.00	92.07	657.93	12.28
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	17,525.00	1,745.00	2,380.00	15,145.00	13.58
OTHER CHARGES	6.96	9,225.00	18.72	3,193.72	6,031.28	34.62
TOTAL CODE ENFORCEMENT	12,172.72	80,157.00	5,909.65	18,488.58	61,668.42	23.07
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	0.00	2,300.00	0.00	0.00	2,300.00	0.00
MAINTENANCE & REPAIRS	0.00	2,500.00	0.00	0.00	2,500.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	0.00	1,000.00	0.00	0.00	1,000.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY MANAGEMENT	0.00	5,800.00	0.00	0.00	5,800.00	0.00

CITY OF BASTROP
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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
POLICE-CID						
PERSONNEL SERVICES	39,651.46	144,924.00	11,106.49	26,447.99	118,476.01	18.25
SUPPLIES & MATERIALS	320.08	3,400.00	295.60	786.40	2,613.60	23.13
MAINTENANCE & REPAIRS	39.24	1,460.00	0.00	76.48	1,383.52	5.24
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	1,796.26	3,000.00	0.00	327.38	2,672.62	10.91
OTHER CHARGES	0.00	4,745.00	275.00	295.00	4,450.00	6.22
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE-CID	41,807.04	157,529.00	11,677.09	27,933.25	129,595.75	17.73
POLICE-PATROL						
PERSONNEL SERVICES	271,974.30	1,224,800.00	95,250.03	278,380.15	946,419.85	22.73
SUPPLIES & MATERIALS	14,937.84	105,013.00	3,625.98	18,092.92	86,920.08	17.23
MAINTENANCE & REPAIRS	4,826.98	20,900.00	287.22	2,208.41	18,691.59	10.57
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	801.16	16,310.00	833.93	4,266.80	12,043.20	26.16
OTHER CHARGES	1,481.07	12,800.00	1,088.15	2,785.71	10,014.29	21.76
CAPITAL OUTLAY	0.00	169,500.00	16,048.00	85,386.89	84,113.11	50.38
TOTAL POLICE-PATROL	294,021.35	1,549,323.00	117,133.31	391,120.88	1,158,202.12	25.24
POLICE-CRIME PREVENTION						
PERSONNEL SERVICES	0.00	85,290.00	6,469.51	19,677.09	65,612.91	23.07
SUPPLIES & MATERIALS	0.00	3,650.00	0.00	111.78	3,538.22	3.06
MAINTENANCE & REPAIRS	0.00	2,000.00	130.00	130.00	1,870.00	6.50
CONTRACTUAL SERVICES	0.00	1,500.00	0.00	532.00	968.00	35.47
OTHER CHARGES	0.00	1,150.00	0.00	0.00	1,150.00	0.00
TOTAL POLICE-CRIME PREVENTION	0.00	93,590.00	6,599.51	20,450.87	73,139.13	21.85
ANIMAL SERVICES						
PERSONNEL SERVICES	9,859.82	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	680.37	7,255.00	60.30	76.55	7,178.45	1.06
MAINTENANCE & REPAIRS	38.99	1,200.00	252.85	252.85	947.15	21.07
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	160.43	2,175.00	190.62	340.59	1,834.41	15.66
OTHER CHARGES	2,000.00	12,720.00	0.00	434.55	12,285.45	3.42
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	12,739.61	23,350.00	503.77	1,104.54	22,245.46	4.73
TOTAL POLICE	547,485.44	2,687,550.00	238,901.83	640,259.71	2,047,290.29	23.82
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL SERVICES	782.44	5,000.00	0.00	1,507.01	3,492.99	30.14
SUPPLIES & MATERIALS	9,945.00	59,075.00	812.47	2,762.92	56,312.08	4.68
MAINTENANCE & REPAIRS	5,497.79	97,500.00	2,161.42	12,372.36	85,127.64	12.69
OCCUPANCY	6,615.98	46,650.00	1,985.82	6,200.23	40,449.77	13.29
CONTRACTUAL SERVICES	11,930.11	31,040.00	14,971.05	14,971.05	16,068.95	48.23

FINANCIAL STATEMENT

AS OF: DECEMBER 31ST, 2014

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER CHARGES	5,245.07	26,825.00	1,995.44	3,471.36	23,353.64	12.94
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	40,016.39	266,090.00	21,926.20	41,284.93	224,805.07	15.52
TOTAL FIRE-VOLUNTEER	40,016.39	266,090.00	21,926.20	41,284.93	224,805.07	15.52

MUNICIPAL COURT

00-NON-PROGRAM						
PERSONNEL SERVICES	69,898.40	295,960.00	24,096.22	70,425.63	225,534.37	23.80
SUPPLIES & MATERIALS	1,888.52	10,000.00	449.99	2,121.32	7,878.68	21.21
MAINTENANCE & REPAIRS	12,549.90	14,950.00	0.00	7,938.40	7,011.60	53.10
OCCUPANCY	2,068.04	10,310.00	599.85	2,373.44	7,936.56	23.02
CONTRACTUAL SERVICES	4,851.68	27,850.00	3,814.01	8,017.78	19,832.22	28.79
OTHER CHARGES	4,144.27	8,800.00	539.62	2,993.07	5,806.93	34.01
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	95,400.81	367,870.00	29,499.69	93,869.64	274,000.36	25.52
TOTAL MUNICIPAL COURT	95,400.81	367,870.00	29,499.69	93,869.64	274,000.36	25.52

PLANNING & DEVELOPMENT

00-NON-PROGRAM						
PERSONNEL SERVICES	104,027.84	457,590.00	37,871.56	109,335.85	348,254.15	23.89
SUPPLIES & MATERIALS	3,309.17	13,850.00	1,002.72	2,416.00	11,434.00	17.44
MAINTENANCE & REPAIRS	0.00	2,000.00	0.00	19.95	1,980.05	1.00
OCCUPANCY	2,093.30	12,700.00	585.61	2,488.19	10,211.81	19.59
CONTRACTUAL SERVICES	10,499.56	357,350.00	1,118.02	41,756.78	315,593.22	11.69
OTHER CHARGES	5,691.37	50,300.00	1,428.97	7,425.78	42,874.22	14.76
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	125,621.24	893,790.00	42,006.88	163,442.55	730,347.45	18.29
TOTAL PLANNING & DEVELOPMENT	125,621.24	893,790.00	42,006.88	163,442.55	730,347.45	18.29

HEALTH

00-NON-PROGRAM						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	17,756.49	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	17,756.49	0.00	0.00	0.00	0.00	0.00
TOTAL HEALTH	17,756.49	0.00	0.00	0.00	0.00	0.00

PUBLIC WORKS

ADMINISTRATION						
PERSONNEL SERVICES	155,614.04	637,740.00	49,836.28	149,297.53	488,442.47	23.41
SUPPLIES & MATERIALS	17,791.44	82,500.00	3,310.67	19,986.97	62,513.03	24.23
MAINTENANCE & REPAIRS	15,495.58	65,900.00	3,735.14	9,496.13	56,403.87	14.41
OCCUPANCY	3,089.57	14,010.00	743.43	2,337.37	11,672.63	16.68
CONTRACTUAL SERVICES	4,102.98	35,925.00	2,201.91	4,821.34	31,103.66	13.42

CITY OF BASTROP
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2014

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER CHARGES	15,773.43	70,150.00	5,410.66	17,726.13	52,423.87	25.27
CAPITAL OUTLAY	23,677.80	155,000.00	0.00	0.00	155,000.00	0.00
TOTAL ADMINISTRATION	235,544.84	1,061,225.00	65,238.09	203,665.47	857,559.53	19.19
RECREATION						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	42,500.00	549.00	549.00	41,951.00	1.29
OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECREATION	0.00	42,500.00	549.00	549.00	41,951.00	1.29
PARKS						
PERSONNEL SERVICES	109,345.08	529,820.00	37,575.35	112,146.36	417,673.64	21.17
SUPPLIES & MATERIALS	6,311.09	42,370.00	1,474.38	8,395.21	33,974.79	19.81
MAINTENANCE & REPAIRS	11,040.94	44,700.00	4,643.17	13,056.45	31,643.55	29.21
OCCUPANCY	10,606.84	62,740.00	3,776.17	12,329.61	50,410.39	19.65
CONTRACTUAL SERVICES	2,137.18	21,380.00	529.47	1,938.30	19,441.70	9.07
OTHER CHARGES	1,882.26	6,550.00	183.33	3,061.08	3,488.92	46.73
CAPITAL OUTLAY	0.00	33,000.00	0.00	104.00	33,104.00	0.32
TOTAL PARKS	141,323.39	740,560.00	48,181.87	150,823.01	589,736.99	20.37
BUILDING MAINTENANCE						
PERSONNEL SERVICES	38,192.00	158,920.00	10,480.24	32,927.88	125,992.12	20.72
SUPPLIES & MATERIALS	1,149.86	10,100.00	700.84	2,360.87	7,739.13	23.37
MAINTENANCE & REPAIRS	1,123.33	3,200.00	12.78	136.98	3,063.02	4.28
OCCUPANCY	77.68	1,200.00	7.22	87.42	1,112.58	7.29
CONTRACTUAL SERVICES	799.84	2,090.00	67.76	166.96	1,923.04	7.99
OTHER CHARGES	0.00	300.00	90.20	90.20	209.80	30.07
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BUILDING MAINTENANCE	41,342.71	175,810.00	11,359.04	35,770.31	140,039.69	20.35
TOTAL PUBLIC WORKS	418,210.94	2,020,095.00	125,328.00	390,807.79	1,629,287.21	19.35
LIBRARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	106,162.86	504,783.00	41,392.93	117,847.82	386,935.18	23.35
SUPPLIES & MATERIALS	17,844.06	64,630.00	3,820.95	15,850.07	48,779.93	24.52
MAINTENANCE & REPAIRS	3,623.59	13,405.00	1,390.00	5,514.01	7,890.99	41.13
OCCUPANCY	7,808.00	41,389.00	2,915.25	10,339.89	31,049.11	24.98
CONTRACTUAL SERVICES	7,525.30	19,125.00	1,220.00	7,180.40	11,944.60	37.54
OTHER CHARGES	1,708.76	11,948.00	794.38	1,685.52	10,262.48	14.11
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	144,672.57	655,280.00	51,533.51	158,417.71	496,862.29	24.18
TOTAL LIBRARY	144,672.57	655,280.00	51,533.51	158,417.71	496,862.29	24.18
*** TOTAL EXPENSES ***	2,026,487.30	9,937,090.00	818,271.13	2,182,835.48	7,754,254.52	21.97

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FINANCIAL STATEMENT
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101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES OVER/ (UNDER) EXPENDITURES	559,092.81	(556,720.00)	761,637.77	677,099.93	(1,233,819.93)	121.62-

*** END OF REPORT ***

CITY OF BASTROP
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2014

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						
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	282,188.84	1,362,500.00	100,613.68	308,070.79	1,054,429.21	22.61
00-00-4102 WATER SALES-COMMERCIAL	247,670.86	1,100,900.00	86,983.39	271,909.66	828,990.34	24.70
00-00-4103 WATER SALES-PUBLIC AUTH	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4150 PENALTIES	7,916.17	32,700.00	2,540.28	7,822.45	24,877.55	23.92
00-00-4152 WATER TAPPING FEES	3,425.00	1,000.00	0.00	0.00	1,000.00	0.00
00-00-4154 WATER SERVICE FEES	6,500.50	26,000.00	840.00	4,990.00	21,010.00	19.19
00-00-4155 SANITATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4156 OTHER	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4161 SPECIAL PROJECT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER REVENUES	547,701.37	2,523,100.00	190,977.35	592,792.90	1,930,307.10	23.49
WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	204,153.47	904,700.00	75,444.32	220,356.04	684,343.96	24.36
00-00-4202 WASTEWATER SALES-COMMERCIAL	156,718.68	686,700.00	59,144.35	171,519.84	515,180.16	24.98
00-00-4203 WASTEWATER SALES-PUBLIC AUTHO	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4250 PENALTIES	5,154.86	23,980.00	1,650.69	5,418.66	18,561.34	22.60
00-00-4252 SEWER TAPPING FEES	375.00	1,000.00	0.00	0.00	1,000.00	0.00
00-00-4253 SEPTIC TANK DUMP FEES	10,605.23	100,000.00	0.00	0.00	100,000.00	0.00
00-00-4256 OTHER	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WASTEWATER REVENUES	377,007.24	1,716,380.00	136,239.36	397,294.54	1,319,085.46	23.15
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	844.34	3,000.00	120.97	678.05	2,321.95	22.60
00-00-4401 INTEREST RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	844.34	3,000.00	120.97	678.05	2,321.95	22.60
MISCELLANEOUS						
00-00-4501 GRANT PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4505 SANITATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4506 SANITATION PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4512 SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4519 BACKFLOW TESTING COST	0.00	4,000.00	200.00	800.00	3,200.00	20.00
00-00-4522 WORKER'S COMPENSATION REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4528 CONSERVATION PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4544 PERSONAL PROPERTY ACQ DEBT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4545 REGULATORY FEES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4546 SPECIAL PROJECT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4547 BY THE WAY CAMPGROUND	5,881.60	22,000.00	2,172.62	7,340.59	14,659.41	33.37
00-00-4548 LCRA/WCID	17,586.70	70,000.00	6,148.60	18,815.00	51,185.00	26.88
00-00-4549 DON STEWART/VICTORIA BANK REI	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	23,468.30	96,000.00	8,521.22	26,955.59	69,044.41	28.08

C I T Y O F B A S T R O P
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202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TRANSFERS-IN						
00-00-4702 TRANS IN-DEBT SRV FUND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4707 TRANSERS IN - W/WW CIP 250	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4708 TRANS IN - GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4731 TRANS IN-LIMITED TAX NOTE #71	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4733 TRANSFERS IN - DEBT SERV 120	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4734 TRANS IN - ACCELERATION #304	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4735 TRANS IN FUND #722	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4736 TRANS IN - FUND #724	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4737 TRANS IN - FUND #725	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	0.00	0.00	0.00	0.00	0.00	0.00
OTHER SOURCES						
00-00-4805 GAIN/LOSS FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4810 INSURANCE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	949,021.25	4,338,480.00	335,858.90	1,017,721.08	3,320,758.92	23.46
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CITY OF BASTROP
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2014

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 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL SERVICES	148,419.15	852,022.00	52,611.15	157,160.29	694,861.71	18.45
SUPPLIES & MATERIALS	9,113.60	47,210.00	2,544.49	7,598.13	39,611.87	16.09
MAINTENANCE & REPAIRS	3,138.01	19,130.00	2,375.09	3,028.50	16,101.50	15.83
OCCUPANCY	4,471.97	23,470.00	1,460.27	5,186.42	18,283.58	22.10
CONTRACTUAL SERVICES	185,835.47	661,420.00	67,145.30	175,844.89	485,575.11	26.59
OTHER CHARGES	4,585.94	43,000.00	3,100.76	6,540.73	36,459.27	15.21
CONTINGENCY	0.00	28,950.00	0.00	0.00	28,950.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	164,322.51	1,242,728.00	103,560.67	310,682.01	932,045.99	25.00
TRANSFERS OUT	42,921.00	172,000.00	14,333.34	43,000.02	128,999.98	25.00
TOTAL ADMINISTRATION	562,807.65	3,089,930.00	247,131.07	709,040.99	2,380,889.01	22.95
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS	4,889.30	9,800.00	92.87	402.83	9,397.17	4.11
MAINTENANCE & REPAIRS	7,466.70	80,400.00	404.97	4,039.30	76,360.70	5.02
OCCUPANCY	7,616.22	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	116.85	9,840.00	195.70	307.80	9,532.20	3.13
OTHER CHARGES	0.00	1,500.00	0.00	0.00	1,500.00	0.00
CAPITAL OUTLAY	0.00	15,000.00	0.00	0.00	15,000.00	0.00
TOTAL W/WW DISTRIBUT/COLLECT	20,089.07	116,540.00	693.54	4,749.93	111,790.07	4.08
WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	7,011.58	28,500.00	363.73	6,864.66	21,635.34	24.09
MAINTENANCE & REPAIRS	9,467.23	94,000.00	197.29	4,970.15	89,029.85	5.29
OCCUPANCY	24,967.44	116,000.00	15,950.22	36,342.95	79,657.05	31.33
CONTRACTUAL SERVICES	20,015.05	126,350.00	11,944.40	29,179.34	97,170.66	23.09
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER PRODUCTION/TREAT	61,461.30	364,850.00	28,455.64	77,357.10	287,492.90	21.20
WW TREATMENT PLANT						
SUPPLIES & MATERIALS	4,013.37	29,800.00	690.75	5,172.29	24,627.71	17.36
MAINTENANCE & REPAIRS	7,491.95	135,100.00	7,579.83	16,259.76	118,840.24	12.04
OCCUPANCY	26,751.31	117,800.00	12,647.99	37,076.06	80,723.94	31.47
CONTRACTUAL SERVICES	17,886.00	57,000.00	4,118.00	20,904.00	36,096.00	36.67
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WW TREATMENT PLANT	56,142.63	339,700.00	25,036.57	79,412.11	260,287.89	23.38
TOTAL WATER/WASTEWATER DEPT.	700,500.65	3,911,020.00	301,316.82	870,560.13	3,040,459.87	22.26

C I T Y O F B A S T R O P
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202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
*** TOTAL EXPENSES ***	700,500.65 =====	3,911,020.00 =====	301,316.82 =====	870,560.13 =====	3,040,459.87 =====	22.26 =====
REVENUES OVER/ (UNDER) EXPENDITURES	248,520.60	427,460.00	34,542.08	147,160.95	280,299.05	34.43
*** END OF REPORT ***						

C I T Y O F B A S T R O P
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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	627,895.35	2,643,500.00	226,306.20	660,232.20	1,983,267.80	24.98
TOTAL TAXES & PENALTIES	627,895.35	2,643,500.00	226,306.20	660,232.20	1,983,267.80	24.98
INTEREST INCOME						
00-00-4400 INTEREST EARNED	455.00	3,500.00	63.71	348.99	3,151.01	9.97
TOTAL INTEREST INCOME	455.00	3,500.00	63.71	348.99	3,151.01	9.97
INTERGOVERNMENTAL						
00-00-4418 TEXAS YES GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS						
00-00-4514 MISCELLANEOUS INCOME	0.00	0.00	0.00	152.81	(152.81)	0.00
00-00-4529 LCRA HISTORICAL VIDEO GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	152.81	(152.81)	0.00
** TOTAL REVENUE **	628,350.35	2,647,000.00	226,369.91	660,734.00	1,986,266.00	24.96
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C I T Y O F B A S T R O P
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501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
HOTEL/MOTEL TAX FUND						
00-NON-PROGRAM						
CONTRACTUAL SERVICES	423,544.74	1,214,529.00	304.50	360,128.80	854,400.20	29.65
OTHER CHARGES	0.00	45,000.00	0.00	0.00	45,000.00	0.00
CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	291,519.99	1,236,459.00	98,880.83	296,642.49	939,816.51	23.99
TOTAL 00-NON-PROGRAM	715,064.73	2,495,988.00	99,185.33	656,771.29	1,839,216.71	26.31
TOTAL HOTEL/MOTEL TAX FUND	715,064.73	2,495,988.00	99,185.33	656,771.29	1,839,216.71	26.31
*** TOTAL EXPENSES ***						
	715,064.73	2,495,988.00	99,185.33	656,771.29	1,839,216.71	26.31
=====						
REVENUES OVER/ (UNDER) EXPENDITURES	(86,714.38)	151,012.00	127,184.58	3,962.71	147,049.29	2.62
*** END OF REPORT ***						

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: January 20, 2015

MEETING DATE: January 27, 2015

1. Agenda Item: **Consideration, discussion and possible action on the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop Texas, amending the budget for the Fiscal Year 2015 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.**

2. Party Making Request: Karla Stovall, Chief Financial Officer

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

4. Policy Implication:

These budget amendments increase the budget appropriations for Fiscal Year 2014. See attached memo.

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: Staff recommends approval of the Budget Amendments

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

**City of Bastrop
Memorandum**

TO: Mayor & City Council Members
FROM: Karla Stovall, Chief Financial Officer
SUBJECT: Ordinance Amending FY 2015 Budget
DATE: January 20, 2015

Recommendation:

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

Background:

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2015. Funds included in these amendments include the General Fund and Designated Fund.

- General Fund includes:
 - Donations for Christmas Party and their corresponding expenses
 - Donations for the Fire Department and their corresponding expenses
 - Increase Information Technology Part-time staffing position to full-time of 40 hours per week to assist with additional responsibilities related to PEG channel operations.
 - Implementation of Salary Adjustment of a 2% COLA and 2 ½% Step Increase approved by City Council in the FY2015 Budget Appropriation.
- Designated Fund includes:
 - Appropriation of available funds located in fund balance for designated type funding.

**FY 2015
BUDGET AMENDMENTS
GENERAL FUND**

UnAudited Fund Balance as of 9-30-14	3,392,398
FY 2015 Budgeted Revenues	9,380,370
FY 2015 Budgeted Appropriations	(9,937,090)
1/2015 Budget Amendments (net)	0
Ending Fund Balance	<u>2,835,678</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
Human Resources	Neutral	218	Donation received for Banquet	101-00-00-4509
Fire Department	Neutral	500	Donation received for Fire Department	101-00-00-4509
		<u>Total Revenues</u>	<u>718</u>	
Matching Expenditures to Revenues:				
Human Resources		(218)	Donation received for Banquet	101-06-00-5653
Fire Department		(500)	Donation received for Fire Department	101-11-00-5201
Reclassification of Expenditures:				
General Organizational	Neutral	13,500	Professional Services - Filming Expenses	101-02-00-5505
IT Department	Neutral	(13,500)	IT - Salaries	101-07-00-5101
General Organizational	Neutral	157,615	Salary Adjustment Plan	101-02-00-5901
City Manager Department	Neutral	(2,659)	City Manager - Salaries	101-03-00-5101
City Manager Department	Neutral	(204)	City Manager- Social Security	101-03-00-5150
City Manager Department	Neutral	(281)	City Manager - Retirement	101-03-00-5151
City Manager Department	Neutral	(9)	City Manager - Workers Comp	101-03-00-5156
City Secretary Department	Neutral	(1,364)	City Secretary - Salaries	101-04-00-5101
City Secretary Department	Neutral	(89)	City Secretary - Social Security	101-04-00-5150
City Secretary Department	Neutral	(122)	City Secretary - Retirement	101-04-00-5151
City Secretary Department	Neutral	(4)	City Secretary - Workers Comp	101-04-00-5156
Finance Department	Neutral	(10,157)	Finance - Salaries	101-05-00-5101
Finance Department	Neutral	(548)	Finance - Social Security	101-05-00-5150
Finance Department	Neutral	(757)	Finance - Retirement	101-05-00-5151
Finance Department	Neutral	(24)	Finance - Workers Comp	101-05-00-5156
Finance Department	Neutral	(6,804)	Finance, Meter Services - Salaries	101-05-15-5101
Finance Department	Neutral	(521)	Finance, Meter Services, Social Security	101-05-15-5150
Finance Department	Neutral	(719)	Finance, Meter Services - Retirement	101-05-15-5151
Finance Department	Neutral	(121)	Finance, Meter Services, Workers comp	101-05-15-5156
Human Resources Department	Neutral	(2,813)	Human Resources - Salaries	101-06-00-5101
Human Resources Department	Neutral	(215)	Human Resources - Social Security	101-06-00-5150
Human Resources Department	Neutral	(294)	Human Resources - Retirement	101-06-00-5151
Human Resources Department	Neutral	(10)	Human Resource - Workers Comp	101-06-00-5156
IT Department	Neutral	(4,711)	IT - Salaries	101-07-00-5101
IT Department	Neutral	(360)	IT - Social Security	101-07-00-5150
IT Department	Neutral	(497)	IT - Retirement	101-07-00-5151
IT Department	Neutral	(39)	IT - Workers Comp	101-07-00-5156
Police Department	Neutral	(9,133)	Police, Adm. - Salaries	101-09-10-5101
Police Department	Neutral	(699)	Police, Adm. - Social Security	101-09-10-5150
Police Department	Neutral	(965)	Police, Adm. - Retirement	101-09-10-5151
Police Department	Neutral	(197)	Police, Adm. - Workers Comp	101-09-10-5156
Police Department	Neutral	(1,550)	Police, Code Enf. - Salaries	101-09-12-5101
Police Department	Neutral	(118)	Police, Code Enf. - Social Security	101-09-12-5150
Police Department	Neutral	(164)	Police, Code Enf. - Retirement	101-09-12-5151
Police Department	Neutral	(6)	Police, Code Enf. - Workers Comp.	101-09-12-5156

FY 2015
BUDGET AMENDMENTS
GENERAL FUND

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Police Department	Neutral	(4,951)	Police, CID - Salaries	101-09-21-5101
Police Department	Neutral	(379)	Police, CID - Social Security	101-09-21-5150
Police Department	Neutral	(523)	Police, CID - Retirement	101-09-21-5151
Police Department	Neutral	(143)	Police, CID - wc	101-09-21-5156
Police Department	Neutral	(27,667)	Police, Patrol - Salaries	101-09-22-5101
Police Department	Neutral	(2,116)	Police, Patrol - Social Security	101-09-22-5150
Police Department	Neutral	(2,925)	Police, Patrol - Retirement	101-09-22-5151
Police Department	Neutral	(798)	Police, Patrol - Workers Comp	101-09-22-5156
Police Department	Neutral	(2,582)	Police, Crime Prevention - Salaries	101-09-25-5101
Police Department	Neutral	(197)	Police, Crime Prevention - Social Security	101-09-25-5150
Police Department	Neutral	(273)	Police, Crime Prevention Retirement	101-09-25-5151
Police Department	Neutral	(75)	Police, Crime Prevention - Workers Comp	101-09-25-5156
Municipal Court Department	Neutral	(6,187)	Court - Salaries	101-12-00-5101
Municipal Court Department	Neutral	(473)	Court - Social Security	101-12-00-5150
Municipal Court Department	Neutral	(654)	Court - Retirement	101-12-00-5151
Municipal Court Department	Neutral	(21)	Court - Workers Comp	101-12-00-5156
Planning Department	Neutral	(9,676)	Planning - Salaries	101-15-00-5101
Planning Department	Neutral	(740)	Planning - Social Security	101-15-00-5150
Planning Department	Neutral	(1,023)	Planning - Retirement	101-15-00-5151
Planning Department	Neutral	(75)	Planning - wc	101-15-00-5156
Public Works Department	Neutral	(1,084)	Public Works - Workers Comp.	101-18-10-5156
Public Works Department	Neutral	(14,747)	Public Works - Salaries	101-18-10-5101
Public Works Department	Neutral	(1,128)	Public Works - Social Security	101-18-10-5155
Public Works Department	Neutral	(1,559)	Public Works- Retirement	101-18-10-5151
Public Works Department	Neutral	(10,788)	Parks - Salaries	101-18-19-5101
Public Works Department	Neutral	(825)	Parks - Social Security	101-18-19-5150
Public Works Department	Neutral	(1,141)	Parks - Retirement	101-18-19-5151
Public Works Department	Neutral	(313)	Parks - workers comp	101-18-19-5155
Public Works Department	Neutral	(3,111)	Custodian - Salaries	101-18-20-5100
Public Works Department	Neutral	(238)	Custodian - Social Security	101-18-20-5150
Public Works Department	Neutral	(328)	Custodial - Retirement	101-18-20-5151
Public Works Department	Neutral	(117)	Custodian - Workers Comp	101-18-20-5156
Library Department	Neutral	(12,359)	Library - Salaries	101-21-00-5101
Library Department	Neutral	(946)	Library - Social Security	101-21-00-5150
Library Department	Neutral	(1,258)	Library - Retirement	101-21-00-5151
Library Department	Neutral	(41)	Library - Workers Comp	101-21-00-5156
Total Expenditures		(718.0)		
Net Change		0		

FY 2015
BUDGET AMENDMENTS
DESIGNATED FUND

UnAudited Fund Balance as of 9-30-14	795,110
FY 2015 Budgeted Revenues	798,100
FY 2015 Budgeted Appropriations	(771,000)

1/2015 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u>822,210</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
Library Department	Neutral	2,500	Library Archive Donation	102-00-00-4502
Parks Department	Neutral	740	Designated Park Funds	102-00-00-4518
		<u>3,240</u>	Total Revenues	

Matching Expenditures to Revenues:

Library Department	Neutral	(2,500)	Library Grant	102-00-00-5243
Parks Department	Neutral	(740)	Designated Park Funds	102-00-00-5669

New Expenditures:

Library Department	Increase	
Total Expense		(3,240)
Net Change		0

ORDINANCE NO. _____

AN ORDINANCE 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.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2015; and,

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

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

That the proposed budget amendments for the Fiscal Year 2015, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2015; and

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

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

READ and APPROVED on First Reading on the _____ day of January, 2015.

READ and ADOPTED on Second Reading on the _____ day of February, 2015.

APPROVED:

ATTEST:

Ken Kesselus, Mayor

Elizabeth Lopez, City Secretary

City of Bastrop

Agenda Information Sheet:

City Council Meeting Date:



January 27, 2015

Agenda Item Description: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF A PROPOSED REVISION TO AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING ARTICLE 12.04 TRAFFIC SCHEDULES OF THE CODE OF THE CITY OF BASTROP REGARDING SCHEDULE V: SCHOOL ZONES & DAY CARE CENTER SCHOOL ZONES REQUIREMENTS RELATED TO SAME; PROVIDING FOR SEVERANCE AND AN EFFECTIVE DATE.

Item Summary: The Bastrop Public works Department upon the request of the council is recommending changes to the ordinance to that allow sign placement to be installed in accordance with the TMUTCD and removing dedication of the 700-800 block of Farm Street as a Daycare school zone.

City Contact:

Trey Job – Director of Public Works & Utilities

Attachments:

Ordinance and table from TMUTCD

Table 2C-4. Guidelines for Advance Placement of Warning Signs

Posted or 85th- Percentile Speed	Advance Placement Distance ¹								
	Condition A: Speed reduction and lane changing in heavy traffic ²	Condition B: Deceleration to the listed advisory speed (mph) for the condition							
		0 ³	10 ⁴	20 ⁴	30 ⁴	40 ⁴	50 ⁴	60 ⁴	70 ⁴
20 mph	225 ft	100 ft ⁶	N/A ⁵	—	—	—	—	—	—
25 mph	325 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
30 mph	460 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
35 mph	565 ft	100 ft ⁶	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—
40 mph	670 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—	—
45 mph	775 ft	175 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—
50 mph	885 ft	250 ft	200 ft	175 ft	125 ft	100 ft ⁶	—	—	—
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A ⁵	—	—
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft ⁶	—	—
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft ⁶	—
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft	—
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft ⁶

¹ The distances are adjusted for a sign legibility distance of 180 feet for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 feet, which is appropriate for an alignment warning symbol sign. For Conditions A and B, warning signs with less than 6-inch legend or more than four words, a minimum of 100 feet should be added to the advance placement distance to provide adequate legibility of the warning sign.

² Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PRT of 14.0 to 14.5 seconds for vehicle maneuvers (2004 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 180 feet for the appropriate sign.

³ Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2004 AASHTO Policy, Exhibit 3-1, Stopping Sight Distance, providing a PRT of 2.5 seconds, a deceleration rate of 11.2 feet/second², minus the sign legibility distance of 180 feet.

⁴ Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PRT, a vehicle deceleration rate of 10 feet/second², minus the sign legibility distance of 250 feet.

⁵ No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing. An alignment warning sign may be placed anywhere from the point of curvature up to 100 feet in advance of the curve. However, the alignment warning sign should be installed in advance of the curve and at least 100 feet from any other signs.

⁶ The minimum advance placement distance is listed as 100 feet to provide adequate spacing between signs.

Standard:

- 02 In advance of horizontal curves on freeways, on expressways, and on roadways with more than 1,000 AADT that are functionally classified as arterials or collectors, horizontal alignment warning signs shall be used in accordance with Table 2C-5 based on engineering judgement using the speed differential between the roadway's posted speed limit, statutory speed limit, or 85th-percentile speed on the approach to the curve and the horizontal curve's advisory speed.

Option:

- 03 Horizontal Alignment Warning signs may also be used on other roadways or on arterial and collector roadways with less than 1,000 AADT based on engineering judgment.

Section 2C.07 Horizontal Alignment Signs (W1-1 through W1-5, W1-11, W1-11T, W1-15)

Standard:

- 01 If Table 2C-5 indicates that a horizontal alignment sign (see Figure 2C-1) is required, recommended, or allowed, the sign installed in advance of the curve shall be a Curve (W1-2) sign unless a different sign is recommended or allowed by the provisions of this Section.
- 02 A Turn (W1-1) sign shall be used instead of a Curve sign in advance of curves that have advisory speeds of 30 mph or less (see Figure 2C-2).

ARTICLE 12.04 TRAFFIC SCHEDULES

Sec. 12.04.001 Official traffic-control device inventory

An inventory of all signs installed under this article shall show the location of each sign, date of installation and other pertinent information applicable to each sign. The inventory shall be maintained by the city secretary or other designated official. This inventory is hereby designated as the official traffic-control device inventory for the city. Future installations, removals or maintenance of the traffic-control devices shall be entered in the inventory as they occur. (1995 Code, sec. 10.401)

Sec. 12.04.002 Schedule I: Through streets

(a) The city hereby designates certain streets as through streets. Those streets and parts of streets described in schedule I, on file in the office of the city secretary, are hereby declared to be through streets for the purposes of this subsection.

(b) Whenever any ordinance modification of this city designates and describes a through street, it shall be the duty of the city to place and maintain a stop sign or, on the basis of an engineering and traffic investigation at any intersection, a yield sign, on each and every street intersecting such through street unless traffic at any such street is controlled at all times by traffic-control signals; provided, however, that at the intersection of two (2) such through streets, or at the intersection of a through street and a heavily traveled street not so designated, stop signs shall be erected at the approaches of either or both of said streets as may be determined by the city upon the basis of an engineering and traffic study.

(1995 Code, sec. 10.402)

 Sec. 12.04.003 Schedule II: Four-way stops

(a) The city hereby designates certain intersections to be controlled by four-way stop signs. Those intersections described in schedule II, on file in the office of the city secretary, are hereby declared to be four-way stop intersections for the purpose of this subsection.

(b) The existing yield signs for east- and west-bound traffic on Farm Street at its intersection with Church Street [shall] be removed.

(1995 Code, sec. 10.403)

(c) The following intersections are hereby designated as four-way stop intersections so that all traffic traveling through those intersections are required to stop before proceeding through said intersections; and further that the city manager is authorized and directed to have official stop signs placed in each of the four corners of said intersections.

- (1) Farm Street and Church Street;
- (2) Pine Street and Water Street;
- (3) Pecan and Linden Street;
- (4) Hasler and Agnes Street.
- (5) Jefferson Street and Pine Street.

(1995 Code, sec. 10.403; Ordinance 2009-27 adopted 10/27/09; Ordinance 2010-12a adopted 6/8/10; Ordinance 2010-19 adopted 9/14/10)

 Sec. 12.04.004 Schedule III: Stop signs

The city hereby designates certain particular hazard intersections to be controlled by stop signs. Those intersections described in schedule III, on file in the office of the city secretary, are hereby declared to be controlled by stop signs for the purposes of this section.

- (1) North side of Agnes Street intersection with and dead ending into Childers Street; and
- (2) West side of Childers Street, at intersection with Agnes Street.

(Ordinance 2010-12a adopted 6/8/10)

(3) Northwest corner, at point that Farm Street intersects Fayette Street. (As shown by diagram on exhibit A, attached to Ordinance 2013-14.)

(4) Northwest corner, at point that Farm Street intersects Chamber Street. (As shown by diagram on exhibit A, attached to Ordinance 2013-14.)

(5) Southeast corner, at point that Farm Street intersects Chamber Street. (As shown by diagram on exhibit A, attached to Ordinance 2013-14.)

(Ordinance 2013-14 adopted 7/23/13)

 Sec. 12.04.005 Schedule IV: Yield signs

The city hereby designates certain particular hazard intersections to be controlled by yield signs. Those intersections described in schedule IV, on file in the office of the city secretary, are hereby declared to be controlled by yield signs for the purposes of this section. (1995 Code, sec. 10.405)

 Sec. 12.04.006 Schedule V: School zones

The city hereby designates school zones on the following streets. A maximum speed limit of 20 miles per hour is hereby established during the hours from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:30 p.m. on days when public schools are in session. **School Zone sign placement shall be in accordance with the 2011 Texas Manual on Uniform Traffic Control Devices.**

- (1) On Chambers Street between Hawthorn and Cedar Streets.
- (2) On Cedar Street between State Highway 95 and Pecan Street.
- (3) On Hill Street between Cedar and Chestnut Streets.
- (4) On Fayette Street between Cedar and Farm Streets.
- (5) On Beech Street between Pecan and Hill Streets.
- (6) On Farm Street between Pecan and Fayette Streets.
- (7) On Pine Street between State Highway 95 and Martin Luther King Street.
- (8) On Emile Street between State Highway 95 and Martin Luther King Street.
- (9) On Martin Luther King Street between Pine and College (State Highway 71) Streets.
- (10) On Hasler Shores, between Old Austin Highway and Rebecca Lane.
- (11) On Schaffer Boulevard, between Old Austin Highway to Rebecca Lane.
- (12) On Jessica Place, from Hasler Shores to the northwest corner of the school property located at the dead end of Jessica Place.
- (13) On Jefferson Street, between Buttonwood and Cedar Street.
- (14) On Hawthorn Street, between State Highway 95 and Hill Streets.

(Ordinance 2010-30 adopted 11/9/10)

 Sec. 12.04.007 Day care center school zones

(a) The city hereby designates day care center school zones in:

~~(1) The 700 and 800 blocks of Farm Street. A maximum speed limit of 20 miles per hour is established between the hours of 7:00 a.m. and 6:00 p.m. on regularly scheduled school days observed by the day care centers in these two blocks and~~

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~~(1)(2)~~ -Alley A, running north and south beginning at Spring Street for a distance of $\pm$ 280 feet south of such point. A maximum speed limit of 10 miles per hour is established and is applicable 24 hours a day 365 days a year.

(b) The city manager shall cause speed limit signs and other traffic-control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limit to those traveling on alley A in the day care center school zone within the city.

(Ordinance 2008-52, part 1, adopted 11/25/08)

 Sec. 12.04.008 No entry zones

The city hereby designates the below-described areas of city public streets as no entry zones to which entry by vehicular traffic is prohibited from adjacent property:

(1) That portion of Loop 150, also known as Chestnut Street, from a point 60 feet west of the western edge of the intersection of alley B and Chestnut Street for a distance of 300 feet west of such point;

(2) That portion of alley A, beginning $\pm$ 87 feet south of Spring Street and located between the Episcopal churches to the east and west of alley A, as indicated by signs placed thereon demonstrating the presence of a pedestrian crosswalk; and

(3) The city manager shall cause signs and other traffic-control devices and markings to be erected at such locations deemed necessary to provide reasonable notice to those traveling on alley A of the pedestrian walkway, no entry zone.

(Ordinance 2008-52, part 2, adopted 11/25/08)

 Sec. 12.04.009 School street closure

The city manager or the chief of police, or in the event that neither the city manager nor the chief of police is available, then the mayor shall have the right to close Hill Street, between Beech and Farm Street, during the hours of 6:00 a.m. and 4:45 p.m., at any time the Bastrop Independent School District is in session or children are on the campus for school related activities. This right shall specifically include the right to close the above-referenced street during school sessions or related activities occurring during the summer months. (Ordinance 2008-35 adopted 9/23/08)

 Sec. 12.04.010 Wireless communication devices

(a) Due to an imminent threat to public health and safety the following regulations regarding wireless communication devices apply in the city:

(1) An operator of a motor vehicle, except as provided by subsection (b), is prohibited from using a wireless communication device while operating a motor vehicle within a school crossing zone, unless the vehicle is stopped or the wireless communication device is used with a hands-free device.

(2) A person is prohibited from using a wireless communication device while operating a passenger bus with a minor passenger on the bus unless the passenger bus is stopped.

(b) It is an affirmative defense to prosecution of an offense under this section that the wireless communication device was used to make an emergency call to certain emergency services or a sign required by subsection (c) was not posted at the entrance to the school crossing zone at the time of an offense committed in the school crossing zone.

(c) The city manager or his designee shall cause a sign to be posted at the entrance to every school crossing zone prior to enactment of this regulation that is necessary to provide reasonable notice of the restrictions set forth herein.

(d) This section does not apply to an operator of an authorized emergency vehicle using a wireless communication device while acting in an official capacity or an operator who is licensed by the Federal Communications Commission to operate a wireless communication device or radio frequency device while operating a device of the type that the person is licensed to operate.

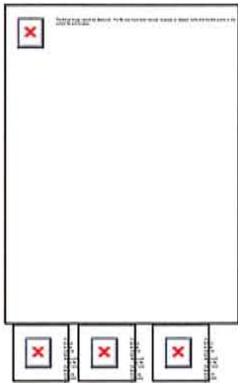
(e) An offense under this section is a misdemeanor punishable by a fine of not more than \$25.00 for the first offense and not more than \$50.00 for each subsequent offense.

(Ordinance 2009-28 adopted 10/13/09)

Kay Revetta

From: Trey Job
Sent: Wednesday, January 21, 2015 6:34 PM
To: Kay Revetta; Elizabeth Lopez
Subject: Schedule the council chambers

Kay & Elizabeth please add this to the calendars to avoid any confusion with double booking of the council chambers on February 4th from 10am to 11:30 am. The meeting will be with the Texas department of emergency management regarding Gills Branch fuel reduction grant.



Trey Job
Director
Public Works, Parks, & Utilities
City of Bastrop, Texas

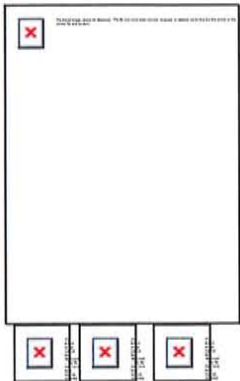
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Kay Revetta

From: Trey Job
Sent: Wednesday, January 21, 2015 6:34 PM
To: Kay Revetta; Elizabeth Lopez
Subject: Schedule the council chambers

Kay & Elizabeth please add this to the calendars to avoid any confusion with double booking of the council chambers on February 4th from 10am to 11:30 am. The meeting will be with the Texas department of emergency management regarding Gills Branch fuel reduction grant.



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