

CITY OF BASTROP

AGENDA ITEM: **City Manager Report****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: May 14, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **City Manager informational update report: Items for update, discussion and possible action:**
 - A. **Meetings and Events Attended:**
 1. **The Hunter's Crossing Local Government Corporation Meeting of April 24, 2013.**
 2. **The Cemetery Board Meeting of April 24, 2013.**
 3. **The Monthly Meeting of the Planning & Zoning Commission Meeting of April 25, 2013.**
 4. **A Special Meeting of the Lost Pines Groundwater Conservation District of April 29, 2013.**
 5. **The Hunters Crossing Home Owners Association Meeting of May 2, 2013.**
 6. **The Monthly Meeting of the Main Street Board of May 6, 2013.**
 7. **A Special Council Meeting regarding "Long Term Water Supply for the City of Bastrop" on May 7, 2013.**
 - B. **Update on City Projects:**
 1. **The Quarterly report from the Bastrop Marketing Corporation.**
 2. **Finalization of the Process for the Allocation of Hotel/Motel Funds for FY-14.**
 3. **Update on Form Based Codes Project.**
 4. **RFQ for Employee Benefits Consulting Services.**
 5. **Development Agreement between the Bastrop Economic Development Corporation and the City of Bastrop.**
 6. **Update on the Bob Bryant Water Facilities Phase II**
 7. **Short and Long Term Water Supply for the City of Bastrop.**
 8. **Review of the Top 10 Strategic Priorities for 2013 – 2016.**
 9. **Update to the Repairs to the Wastewater Treatment Plant.**
 10. **Water Consumption: April 1, 2013 through April 10, 2013.**
 11. **Update for School Zone Project Improvements Project**
 12. **Striping of City Streets.**
 13. **Update on Proposed Changes to the City of Bastrop Zoning Ordinance.**
 14. **Utility Meeting of September 21, 2013.**
 15. **Angle Parking on Pine Street**
 - C. **Update on City Business:**
 1. **Convention Center Activities.**
 2. **Main Street Program Activities.**
 3. **Commercial/Residential Construction Projects in the City.**
 4. **YMCA Activities.**
 - D. **Departmental and Board Reports (Including storm damage)**
 - E. **Inviting input from 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.**

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

Municipal Courts
Activity Detail
March 1, 2013 to March 31, 2013

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Bastrop

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 3/1/2013:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	1
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	1
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	1
Total Cases Disposed	1
Cases Placed on Inactive Status	0
Cases Pending 3/31/2013:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	1
Non-Driving Alcoholic Beverage Code Cases Filed.....	1
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	1
Failure to Attend School Cases Filed.....	8
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	2
All Other Non-Traffic Fine-Only Cases Filed.....	2
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	0
<i>Discretionary Transfer</i>	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	2
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	5

Municipal Courts
Activity Detail
March 1, 2013 to March 31, 2013

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Bastrop

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
Class C Misdemeanors	22	—
Class A and B Misdemeanors	22	5
Felonies	14	4
		Total
Arrest Warrants Issued:		
Class C Misdemeanors		32
Class A and B Misdemeanors		3
Felonies		4
Capiases Pro Fine Issued		26
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		2
Magistrate's Orders for Ignition Interlock Device Issued		2
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		0
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
Partial Satisfaction		3
Full Satisfaction		8
Cases in Which Fine and Court Costs Satisfied by Jail Credit		36
Cases in Which Fine and Court Costs Waived for Indigency		5
Amount of Fines and Court Costs Waived for Indigency		\$ 2,824
Fines, Court Costs and Other Amounts Collected:		
Kept by City		\$ 33,736
Remitted to State		\$ 9,669
Total		\$ 43,405

BASTROP FIRE DEPARTMENT MONTHLY FIRE DEPARTMENT REPORT

April-13

Part 1

Number of Calls, by type

Structure *	<u>1</u>	Wildland **	<u>4</u>
Vehicles	<u>0</u>	EMS Assist	<u>1</u>
Mutual Aid	<u>0</u>	False Alarms	<u>23</u>
Control Burns	<u>17</u>	Haz-Mat	<u>14</u>
Rescue/Extrication	<u>2</u>	Other	<u>3</u>

Total Calls 65

* % of Structure Saved (Use back of page, if needed)

0%		

	Dist. 1	Dist. 2	Dist. 3	Dist. 4	Other
Fires By District	<u>5</u>	<u>7</u>	<u>8</u>	<u>16</u>	<u>0</u>
CTY	<u>28</u>	<u>1</u>			

** Total Number of Acres Burned 1

Part 2

PERSONNEL HOURS*

Total Personnel Hours at Calls (Part 1)	<u>359</u>
Total Personnel Hours at Training	<u>234</u>
Total Personnel Hours at other Events	<u>200</u>

Total Personnel Hours This Month 793

1. Number of Accidents/Injuries this Month. 0

Part 3

Average Response Time 6.58 Minutes

Top 5 Responders	Amount of Calls
1 <u>Mike Norman</u>	<u>54</u>
2 <u>Carolyn Laird</u>	<u>48</u>
3 <u>Bill Laird</u>	<u>44</u>
4 <u>George Martinez</u>	<u>34</u>
5 <u>Devan Laird</u>	<u>30</u>

Planning and Development Department

Monthly Report – April 1, 2013 – April 30, 2013

<u>Building Permit Type</u>	<u>Month</u>	<u>YTD</u>	<u>2012 YTD</u>
Single Family Residences	9	29	10
Commercial Starts	1	7	4
Miscellaneous (electrical, plumbing, HVAC, pools, sprinklers, storage buildings, patio covers, signs)	62	217	146
Residential Remodels	7	18	21
Commercial Remodels	2	7	16
Total Permits Issued	81	278	248
Commercial and Residential Inspections	303	875	592

Business Information requests:

- Do nut shop
- Barbecue Restaurant

Projects in Process:

Commercial Construction

- Popeye's Chicken
- Riverwood Commons Phase 1 Senior Apartments
- Tiger Tote
- Burlison-Rack Room Shoes
- Covert Chevrolet - Remodel

Commercial Const Remodels

Tres Viejos on Main St

Land Development Plans

- Bethlehem Baptist Church
- H2O Ice House
- Pine Forest Drainage Master Drainage Study
- Calvary Episcopal
- BEDC Industrial Park-Art Warehouse
- Pine Vista Restaurant (old Roadhouse)
- Bastrop County Development and Tax Assessors Office
- Garner/Riley Physical Therapy

Site Work

- Duff –dirt from Bucees
- Temp emergency access Bear Hunter Calvary Episcopal dirt work

Subdivisions

- Hunters Crossing, Section 9C Final
- Bldg Blks 100 and 101 –Bastrop County Development Offices
- TV Lots 1224 and 1225 Amend Plat
- Oak Hollow – Hoffman Rd- Res. Lot
- Lopez Subdivision-Farm and Jefferson – 3 residential lots
- Mayfair Park – Hwy 71 East - Amended Plat – 2 commercial lots combined to make 1
- TV Administrative Plat Unit 1 – 2 residential lots
- Industrial Park Subdivision – Combining 2 lots into 1
- Replat Lots 1 and 2, Reserve B – Bastrop Business and Ind Park
- XS Ranch 29 Estate Lots – Prelim
- Riverside Grove – combine two commercial lots

Other Projects/Activities in Process:

Regulatory/Policy Documents:

Official Meetings:

- 2 City Council Meetings
- 1 Planning and Zoning Commission Meeting
- 1 Board of Adjustment Meeting
- 0 Historic Landmark Commission Meeting
- 2 Predevelopment Meeting (Tuesdays with developers)
- 1 preconstruction meeting with contractors

A detailed monthly report is available in the P and D Office – 1311 Chestnut Street

4/1/2013-4/30/2013

Last update: 5/8/2013

Planning and Development Monthly Report

Municipal Courts
Activity Detail
March 1, 2013 to March 31, 2013

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Bastrop

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			Total
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	
Cases Pending 3/1/2013:							
<i>Active Cases</i>	263	0	37	63	147	30	540
<i>Inactive Cases</i>	849	0	8	101	102	41	1,101
Docket Adjustments	1	0	0	0	0	0	1
Cases Added:							
New Cases Filed	169	0	2	19	29	7	226
Cases Reactivated	38	0	0	8	0	1	47
All Other Cases Added	1	0	1	0	0	0	2
Total Cases on Docket	471	0	40	90	176	38	815
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	36	0	1	1	0	0	38
Dismissed by Prosecution	37	0	0	5	2	0	44
Total Dispositions Prior to Court Appearance or Trial	73	0	1	6	2	0	82
Dispositions at Court Appearance or Trial:							
Convictions:							
<i>Guilty Plea or Nolo Contendere</i>	49	0	0	14	8	3	74
<i>By the Court</i>	2	0	0	1	0	0	3
<i>By the Jury</i>	0	0	0	0	0	0	0
Acquittals:							
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Dismissed by Prosecution	0	0	0	0	0	0	0
Total Dispositions at Court Appearance or Trial	51	0	0	15	8	3	77
Compliance Dismissals:							
After Driver Safety Course	23	---	---	---	---	---	23
After Deferred Disposition	1	0	0	0	2	0	3
After Teen Court	2	0	0	0	0	1	3
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	2	---	---	---	---	---	2
All Other Transportation Code Dismissals	8	0	0	0	0	0	8
Total Compliance Dismissals	36	0	0	0	2	1	39
All Other Dispositions	6	0	0	2	0	0	8
Total Cases Disposed	166	0	1	23	12	4	206
Cases Placed on Inactive Status	24	0	0	1	6	0	31
Cases Pending 3/31/2013:							
<i>Active Cases</i>	281	0	39	66	158	34	578
<i>Inactive Cases</i>	835	0	8	94	108	40	1,085
Show Cause Hearings Held	0	0	0	0	0	0	0
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

CITY OF BASTROP

AGENDA ITEM: A.1

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 8, 2013
MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of meeting minutes from Special Council Meeting and Regular Council Meeting on April 23, 2013 and meeting minutes from Special Council Meeting on May 7, 2013.**

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

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

7. Routing:

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

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

April 23, 2013

The Bastrop City Council met in Special Meeting on Tuesday, April 23, 2013 at 5:15 PM at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Terry Orr and Council Members Dock Jackson, Joe Beal, Ken Kesselus, Willie DeLaRosa and Ken Kesselus.

1. CALL TO ORDER

At 5:15 PM Mayor Terry Orr called the special meeting to order with all members Present.

2. PRESENTATION, DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON PRESENTATION OF "STRATEGIC PLANNING REPORT" BY RAY & ASSOCIATES FROM THE CITY COUNCIL MARCH 9, 2013 PLANNING RETREAT.

1. Katherine Ray discuss the Summary of Top 10 Strategic Priorities for 2013-2013.
2. Mr. Beal stated he would like a schedule of steps of implementation and felt mid-July was an appropriate amount of time to prepare schedule.
3. The council agreed that they are ready to move forward on Form Based Codes and June 1, 2013 would be a good start date. Mayor Orr stated he would get with Traci Chavez to work on letters to board chairpersons. Council would like to see a one page outline of Form Based Codes Plan by 1st. Council Meeting in June 2013.
4. Mr. Beal stated that the purpose of having a plan was to make sure we do what we say. Mr. Talbot stated he would bring an update to Council every two weeks through his City Manager Report.
5. Mr. Kesselus asked Katherine Ray to make changes/correction to strategic plan regarding HOT Funding.
6. Mr. Beal expressed his desire for Staff to be able to do more and approve more without having to come before Council for everything. He would like staff to think long and hard. He felt it may require changing some ordinances to allow staff to act more without Council approval.
7. Mr. Kesselus made a motion that this is a working document and would like it placed on the next council agenda for official action.

3. ADJOURNMENT

At 6:15 PM Kay Garcia McAnally moved to adjourn. Motion was seconded by Dock Jackson and carried unanimously.

APPROVED:

ATTEST:

Terry Orr, Mayor

Traci Chavez, Interim City Secretary

April 23, 2013

The Bastrop City Council met in regular session on April 23, 2013 at 6:15 p.m. at the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Terry Orr and Council Members Ken Kesselus, Kay Garcia McAnally, Joe Beal, Willie DeLaRosa and Dock Jackson.

ANNOUNCEMENTS

1. CALL TO ORDER

At 6:15 p.m. Mayor Terry Orr called the meeting to order with all members present.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Ken Kesselus led the pledges of allegiance to the U.S. and Texas flags. Reverend Jonah Beyer the invocation. Council Member DeLaRosa asked for a moment of silence for the community and citizens of West Texas.

3. PRESENTATIONS

A. Oath of Office to Patrol Officers

Mayor Orr administered the Oath of Office to Patrol Officer James Altgelt and SRO Marshall Neal.

4. PROCLAMATIONS

There were no proclamations.

5. ANNOUNCEMENTS

Mayor Orr provided information on Arbor Day in Bastrop for Friday April 26, 2013. Council Member Joe Beal thanked the Police Department and everyone involved in helping to make MS 150 Bicycle Race much better organized and smoother than last year.

CITY MANAGER INFORMATIONAL UPDATE REPORT: ITEMS FOR UPDATE, DISCUSSION AND POSSIBLE ACTION:

A. Meetings and Events Attended:

1. Bastrop Economic Development Corporation Meeting on March 15, 2013.
2. Lost Pines Groundwater Conservation District Meetings on April 17 & 18, 2013.

B. Update on City Projects:

1. Bob Bryant Park Water Facilities Improvements Project.
2. Long-term Water Study.
3. Developers Agreement between the City of Bastrop and the Bastrop Economic Development Corporation.
4. Pecan Park Subdivision.

5. CARTS Agreement.
 6. Short-term goals for water supply.
 7. Storm event on April 2, 2013 – Water/Wastewater Scada System.
 8. School Zone Improvements Project.
 9. Convention Center fee structure.
 10. Review of Blakey Lane Traffic Study.
 11. Agreement for funding the Bastrop Fine Arts Guild.
 12. 2013 Annexation Plan.
 13. City of West, Texas disaster.
- C. Update on City Business:
1. Convention Center Activities.
 2. Main Street Program Activities.
 3. Commercial/Residential Construction Projects in the City.
 4. YMCA Activities.
- D. Department and Board Reports.
- E. Inviting input from 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.

City Manager, Mike Talbot stated his written City Manager Report was sent to the Council on Monday, April 22, 2013.

Mr. Talbot addressed Item B-2 and reported that the Council had been provided with the K. Friese and Associates Long-Term Water Study Report. Mr. Kesselus suggested that a special meeting be held to discuss the report. Council Member Mr. DeLaRosa suggested that any such meeting should include all utility areas. Mr. Beal feels that this should only be about water and that we should still have the Utility meeting that is scheduled for May 21. Council agreed.

Mr. Talbot addressed Item B-9 and reported that TML is planning an event at the Convention Center and are requested we waive the fees as they will be spending several thousands of dollars in food, beverage and hotel stays. Ms. McAnally stated this is a great opportunity to show off the facility. Dock Jackson said this could be the first of many events from TML. Mr. will bring back to council a revised fee schedule.

Mr. Talbot addressed item B-13 and explained that after a conversation with Ms. McAnally, who presented an idea to him, he is bringing it before the Council. Ms. McAnally would like the City to be a collection point for financial contributions to the City of West in lieu of collecting material items. The Council was very receptive to the idea and instructed the City Manager to work with Karla Stovall to make this a reality. The wish of the Council is after collecting money that contact will be made with West City officials for turning funds over to them.

A. CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member so requests.

A.1 Approval of meeting minutes of April 9, 2013.

A.2 Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Replat of Lots 1 and 2 reserve B of the Bastrop Business and Industrial Park, Phase I located within the City limits of Bastrop, Texas.

A.3 Approval of the Final Plat for Bear Hunter Drive, Phase 1, being approximately 1,069.05 feet of land situated in the Hunters Crossing Subdivision, located south of State Highway 71 West frontage road in the City limits of Bastrop, Texas.

Willie DeLaRosa moved to approve the Consent Agenda. Motion was seconded by Kay Garcia McAnally and was carried unanimously.

B. PUBLIC HEARINGS

B.1 PUBLIC HEARING: Conduct a public hearing seeking input from the public on the Community Support funding process for the Fiscal Year 2014 budget.

Mr. Talbot explained the item. Mr. Kesselus stated that he had been meeting with staff and grant recipients and felt that the community supports the process. Mayor Orr asked if the forms were the same as the year before and Mr. Talbot stated they were.

B.2 Consideration, discussion and possible action on approval of the Community Support funding process for the Fiscal Year 2014 budget and direct staff to modify process as determined.

Mr. Talbot explained the item. Mr. Beal Commended Mr. Kesselus on his hard work. Mr. Beal moved to approve. Mr. Jackson seconded the motion. Interim City Secretary Traci Chavez called for vote on the motion. Motion carried unanimously.

B.3 PUBLIC HEARING: Conduct a public hearing seeking input from the public on the Hotel Occupancy Tax (HOT) funding process for the Fiscal Year 2014 budget.

Mr. Talbot explained the item. Mr. Kesselus stated he had met with HOT Recipients and they support this process.

B.4 Consideration, discussion and possible action on approval of the Hotel Occupancy Tax (HOT) funding process for the Fiscal Year 2014 budget and direct staff to modify process as determined.

Mr. Talbot explained the item. Mr. Kesselus asked if total amount of grants set pre-budget? Mr. Talbot answered yes. Mr. Kesselus requested to amend item B.4 by adding the following: "June 11 to June 18 Hotels, motels and Bed and Breakfasts submit to Council in writing recommendations and suggestions regarding expenditure of specific HOT grants". Mr. Jackson was not happy with the dates. Mr. Beal suggested he amend the amendment. Mr. Jackson stated to carry forward. Mr. Beal moved to approve. Mr. Kesselus seconded the motion. Interim City Secretary called for a vote on the motion. Motion carried unanimously.

B.5 Citizen Comments.

Bonnie Coffey requested to speak. Ms. Coffey addressed the Council regarding the "Entrepreneur Teen with a Dream" Business Plan Competition. This competition will be held at Performing Arts Center on May 2, 2013 at 6:30 PM. Ms. Coffey invited the Council to attend. There

will be cash prizes for the winner. She stated the students were very excited about this project. They hope to expand on the project in the future. Ms. Coffey also wanted the council to know that Ms. Nancy Wood of the Main Street Program is a hard worker and tries to help in the community in any way she can. Mayor Orr thanked Ms. Coffey for letting the Council know about the project.

NEW BUSINESS

ORDINANCES FOR FIRST READING:

D.1 Consideration, discussion and possible action on the FIRST READING of an Ordinance amending Chapter 12 "Traffic and Vehicles" of the Bastrop Code of Ordinances to add new Article 12.12 to prohibit the standing and/or parking of certain types of trucks, motor vehicles, boats, construction vehicles, trailers, farm equipment and commercial vehicles in restricted areas; providing for penalties; and establishing an effective date.

Interim Police Chief Matt Wagner made a presentation to the Council and explained the ordinance and what the Police Department hopes the ordinance will accomplish. Mr. DeLaRosa asked if signage would be provided. Chief Wagner said "No, but we will do a notification to citizens". Mr. Beal read page 4 section 12 of Ordinance and asked does that mean anywhere in Bastrop that no one could park even in a drive way that would be legal? Chief Wagner explained that the Ordinance is trying to prevent yard and street parking. Mr. Kesselus asked Mr. Talbot if he thought this Ordinance explains the intent well and Mr. Talbot responded yes. Mr. Beal was glad to see the Ordinance discussion continued. Mayor Orr was concerned about Movie Making projects since they do park trucks and trailers on the street and asked if there was a provision excluding them. Mr. Talbot said they by completing the Filming Application that would let us know where and when they would be filming and we would make exception. Mr. Beal made the motion to approve. Mr. DeLaRosa seconded the motion. Interim City Secretary Traci Chavez called for a vote. Motion carried unanimously.

D.2 Consideration, discussion and possible action on the FIRST READING of an Ordinance amending Chapter 4 "Bastrop Regulations"; Article 4.20 "Vehicle Towing" of the Bastrop Code of Ordinances to clarify criteria for towing companies' inclusion on the tow rotation list; providing for a tow study if requested by towing companies; providing for penalties; and establishing an effective date.

Item pulled from agenda by City Manager Mike Talbot.

D.3 Consideration, discussion and possible action on the FIRST READING of an Ordinance amending City Code Appendix A: Fee Schedule; Article A4.10 Vehicle Towing, and providing an effective date.

Item pulled from agenda by City Manager Mike Talbot.

ORDINANCES AND OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION:

D.4 Consideration, discussion and possible action on a request from Carpitality Transportation Services for exemption from Bastrop Code of Ordinances Article 4.03.001(a).

Mr. Talbot explained Carpitality Transportation Services written request for exemption from the Ordinance and recommended approval. Mr. Kesselus asked if there would be meetings would be ongoing to see if there were complaints or issues. Mr. Talbot suggested only if we actual receive complaints or issues come up. Mr. Jackson made the motion to approve. Mrs. Garcia-McAnally seconded the motion. Interim City Secretary Traci Chavez called for vote. Motion passed unanimously.

D.5 Consideration, discussion and possible action regarding the presentation of the proposed Main Street Promenade Initiative to the City Council on February 26, 2013.

Mr. DeLaRosa stated that many citizens and business owners have made contact with him and requested that Council act on this matter since if not it will always be out there. Mrs. Garcia-McAnally agreed with Mr. DeLaRosa and stated she had been contacted as well. Mr. Kesselus did not agree to have a motion that would be to not do anything. Mrs. Garcia-McAnally stated that by voting on this issue it would make people feel better about the unknown. Mayor Orr asked if this would mean that Council was for or against the project. Mr. Talbot said that is what it would mean. Mr. DeLaRosa made the motion to direct the City Manager to correspond with the project presenter indicating that the City Council has no desire to pursue the project and will leave Main Street as is and open to traffic. Mrs. Garcia-McAnally seconded the motion. Interim City Secretary Traci Chavez called for Vote. Motion carried unanimously.

E. EXECUTIVE SESSION

At 7:58 p.m., Mayor Orr convened the Bastrop City Council into a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

1. Section 551.071(1)(A) and Section 551.071(2) - Consultations with Attorney: (1) threatened and/or contemplated litigation, and (2) matters upon which the Attorney has a duty and/or responsibility to report to the governmental body.
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 – Interim City Secretary.

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.

At 9:22 p.m., Mayor Orr reconvened the Bastrop City Council 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.

1. Mrs. Garcia-McAnally made the motion to authorize the City Manager to negotiate the purchase and acquisition of real property for public purposes. Mr. DeLaRosa seconded the motion. The motion carried unanimously.
2. Mr. DeLaRosa made the motion to consent to City Manager's recommendation on the appointment of Traci Chavez to act as interim City Secretary. Mr. Beal seconded the motion. The motion carried unanimously.

F. ADJOURNMENT

At 9:25 p.m., Willie DeLaRosa moved to adjourn. Motion was seconded by Joe Beal and carried unanimously.

APPROVED:

ATTEST:

Terry Orr, Mayor

Traci Chavez Interim City Secretary

May 7, 2013

The Bastrop City Council met in regular session on May 7, 2013 at 6:15 p.m. at the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Terry Orr and Council Members Ken Kesselus, Kay Garcia McAnally, Joe Beal, Willie DeLaRosa and Dock Jackson.

1. CALL TO ORDER

At 6:19 p.m. Mayor Terry Orr called the meeting to order with all members present.

2. 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, Chapter 551 Government Code, Vernon's Texas Code, Annotated, the item below will be discussed in closed session.

1. Section 551.071 – (1)(A) and Section 551.71 (2) Consultation with Attorney concerning (1) contemplated, pending or threatened litigation, and (2) matters upon which the attorney has a duty and/or responsibility to report to the governmental body.

At 6:20 PM, Mayor Orr convened the Bastrop City Council into a closed/executive session pursuant to the Texas Government Code, Chapter 551 to discuss the following:

1. Section 551.071 – (1)(A) and Section 551.071 (2) Consultation with Attorney concerning:
 - (1) Contemplated, pending or threatened litigation, and
 - (2) Matters upon which the attorney has a duty and/or responsibility to report to the governmental body.

3. THE BASTROP CITY COUNCIL WILL RECONVENE INTO SPECIAL SESSION TO DISCUSS, CONSIDER AND/OR TAKE ANY ACTION(S) NECESSARY RELATED TO THE EXECUTIVE SESSION NOTES HEREIN:

At 6:59 PM, Mayor Orr reconvened the Bastrop City Council into Special Session to discuss, consider and/or take any action(s) necessary related to the Executive Session notes herein.

No action was taken.

4. CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON PRESENTATION OF "CITY OF BASTROP LONG TERM WATER SUPPLY PLANNING STUDY" BY K FRIESE AND ASSOCIATES.

Mr. Talbot stated that the Council had been given hard copies of the study two (2) weeks earlier for review and that Charlotte Gilpen with K. Friese and Associates had prepared a condensed PowerPoint presentation for Council. Mr. Kesselus expressed some concerns that the document was a public record but felt that some areas of the study may need to be discussed in executive session as it related to competitive matters. Ms. Gilpen passed out maps and hard copies of the PowerPoint for council to use as reference and stated her goal was to summarize the report and welcomed input and/or questions from the Council. Mr. Talbot also stated that this study did not look at existing wells and the goal is to get away from the alluvial wells. Ms. Gilpen started her presentation. Hard copy of presentation is attached to these minutes.

After presentation Mr. Talbot explained that any of the three (3) options in the study would take at least a year to implement. Mayor Orr stated he was looking at Mr. Beal's guidance and to work on behalf of the Council with Mr. Talbot. Mr. Beal stated he would be happy to do that. Mayor stated that he knows Aqua

is a major supplier in Central Texas and that may be a good option to pursue. Mr. Talbot stated that he is continuing to work with Aqua for a long term agreement and commented that once all terms and conditions were presented to the City by Aqua and agreement was accepted, that Aqua could tie into the City system in about 30 days. Mr. Talbot stressed the importance of continuing efforts as he does not know the reliability of the City's current wells.

Mr. Beal stated that just because we may have a short term solution does not mean that Council should stop discussing and planning for a long term solution. He pointed out that typically Aqua Water Supply Corp is not a municipal water provider so long term planning is a must. Mr. Beal discussed the LCRA and Boy Scout options as addressed in the study. He stated that this is a good report and can be used by the City for a long time. His hope is that the Council is ready to start making decisions about water. He also stated that \$2.00/1000 gallons was a very good price to purchase water.

Council asked Mr. Talbot about a time frame on Aqua proposal. Mr. Talbot stated he expected to receive their proposal the first week of June and should be prepared to bring it before Council by the third week of June. Mr. Talbot also informed the Council that he had not received a proposal from XS Ranch at this time and that the Boy Scouts do have other options and would like to know in a timely manner the City's intentions.

Mr. DeLaRosa commented that there is a lot of undeveloped land between the City and XS Ranch and thought that the City might explore that option.

Mr. Jackson commented that he had learned a lot at this meeting but wants more time to review the study but feels the Council needs to continue to move forward.

Mr. Talbot expressed that it may be better for the Council to meet more frequent than quarterly to better stay on top and issues. Ms. McAnally supported a change in the schedule to meet more frequent.

Mr. Beal asked that the City Manager come back to Council and say "this is what we need to do" and be able to back it up and the Council be ready to say let's do it.

The Council thanked K Friese and Associates for the study and the presentation.

No formal action taken.

F. ADJOURNMENT

At 8:55 p.m., Joe Beal moved to adjourn. Motion was seconded by Kay Garcia-McAnally and carried unanimously.

APPROVED:

ATTEST:

Terry Orr, Mayor

Teresa Valdez, City Secretary

CITY OF BASTROP

AGENDA ITEM A.2**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: Apr. 21, 2013

MEETING DATE: May 14, 2013

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: May 6, 2013
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 March 2013. 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 \$98,909.94 for March 2013 to BMC in accordance with our agreement to be spent on advertising and marketing the City of Bastrop area. This amount represents 45% of the tax collections.

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

Bastrop Marketing Corporation ("BMC")
October 2012 through September 2013 - Budget

Updated: April 19, 2013

	September	October	November	December
HRLPR Room Revenues	\$ 2,215,639.80	\$ 2,293,230.63	\$ 2,593,685.28	\$ 1,304,184.17
Exemptions	(5,106.00)	(66,136.00)	(2,843.71)	(129.00)
Taxable Room Revenues	2,210,533.80	2,227,094.63	2,590,841.57	1,304,055.17
City of Bastrop HOT Rate	7%	7%	7%	7%
City of Bastrop HOT Tax	\$ 154,737.37	\$ 155,896.62	\$ 181,358.91	\$ 91,283.86

Gross Liability to City	\$ 154,737.37	\$ 155,896.62	\$ 181,358.91	\$ 181,358.91
Hotel Owner Collection Allowance (1%)	(1,547.37)	(1,558.97)	(1,813.59)	(1,813.59)
Net Collection by City	153,190.00	154,337.65	179,545.32	179,545.32
Applicable % payable to BMC	45%	45%	45%	45%
Funds Available to BMC	68,935.50	69,451.94	80,795.39	80,795.39

Total Budget \$845,510.57 Allocated:

Payment of Funds by City to BMC

	January	February	March	April	May	June	July	August	September
HRLPR Room Revenues	\$ 1,023,075.37	\$ 1,139,364.72	\$ 3,175,229.09	\$ 2,492,715.00	\$ 2,360,913.00	\$ 3,119,568.00	\$ 3,510,926.00	\$ 2,408,761.00	\$ 2,382,970
Exemptions	(45,186.14)	100.00	(3,514.00)	-	-	-	-	-	-
Taxable Room Revenues	977,889.23	1,139,464.72	3,171,715.09	2,492,715.00	2,360,913.00	3,119,568.00	3,510,926.00	2,408,761.00	2,382,970
City of Bastrop HOT Rate	7%	7%	7%	7%	7%	7%	7%	7%	7%
City of Bastrop HOT Tax	\$ 68,452.25	\$ 79,762.53	\$ 222,020.06	\$ 174,490.05	\$ 165,263.91	\$ 218,369.76	\$ 245,764.82	\$ 168,613.27	\$ 168,613.27
Gross Liability to City	\$ 91,283.86	\$ 68,452.25	\$ 79,762.53	\$ 222,020.06	\$ 174,490.05	\$ 165,263.91	\$ 218,369.76	\$ 245,764.82	\$ 168,613.27
Hotel Owner Collection Allowance (1%)	(912.84)	(684.52)	(797.63)	(2,220.20)	(1,744.90)	(1,652.64)	(2,183.70)	(2,457.65)	(1,686.13)
Net Collection by City	90,371.02	67,767.73	78,964.90	219,799.86	172,745.15	163,611.27	216,186.06	243,307.17	166,927.14
Applicable % payable to BMC	45%	45%	45%	45%	45%	45%	43%	43%	43%
Funds Available to BMC	40,666.96	30,495.48	35,534.21	98,909.94	77,735.32	73,625.07	92,960.01	104,622.08	71,778.67
Total Budget	70,459.21	70,459.21	70,459.21	70,459.21	70,459.21	70,459.21	70,459.21	70,459.21	70,459.26
Payment of Funds by City to BMC	\$ 40,666.96	\$ 30,495.48	\$ 35,534.21	\$ 98,909.94	\$ 77,735.32	\$ 73,625.07	\$ 92,960.01	\$ 104,622.08	\$ 71,778.67
	Paid	Paid	Paid	Currently due					
									check: \$

0110a

4/19/2013



Bastrop Police Department Memorandum

Date: April 15, 2013

To: Honorable Mayor Terry Orr and Council Members

From: Matt Wagner, Asst. Chief of Police

CC: Mike Talbot, City Manager

Re: Parking ordinance

Mayor and city council Members -

The Police department worked closely with the City manager and the City Attorney to develop a Parking ordinance to assist Code enforcement with addressing both parking and vehicle abatement issues in our community.

The new parking ordinance clearly addresses construction equipment, trailers, and recreational equipment, and gives time lines for how long they may remain parked on city streets and right of ways. The ordinance also addresses what may not be parked in a front and side yard.

Under the new ordinance Boats and recreational vehicles and trailers would only be allowed to park on the street for 72 hours in a 96 hour period before it must be removed. Construction equipment will only be allowed to park on the street for 30 minutes unless in active use and attended by the driver.

The ordinance identifies abandoned and inoperable vehicles and states that if they are left on public property for more than 48 hours they are considered a public nuisance. The ordinance requires the Police Department begin the abatement process on the vehicles identified as abandoned by red tagging the vehicles.

Staff recommends Approval

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 "TRAFFIC AND VEHICLES" OF THE BASTROP CODE OF ORDINANCES TO ADD NEW ARTICLE 12.12 TO PROHIBIT THE STANDING AND/OR PARKING OF CERTAIN TYPES OF TRUCKS, MOTOR VEHICLES, BOATS, CONSTRUCTION VEHICLES, TRAILERS, FARM EQUIPMENT AND COMMERCIAL VEHICLES IN RESTRICTED AREAS; PROVIDING FOR PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Sections 542.202 and Section 683 of the Transportation Code authorize a city to regulate the stopping, standing, or parking of a vehicle; and

WHEREAS, State and local laws and the City's Home Rule Charter authorize the City to adopt and enforce traffic and parking laws to enhance and protect the health, safety and welfare of the citizens of, and visitors to, the Bastrop community; and

WHEREAS, the City Council has determined that there is a need to increase public safety by improving access to public streets for public emergency operations, and the safety of vehicles and pedestrians by reducing congestion on public streets; and

WHEREAS, in addition to safety considerations, such as the reduction of congestion and the accessibility of emergency vehicles, the City has determined that the standing and/or parking of certain vehicles, as described herein, on public streets has the potential to decrease property values and detract from the attractiveness and aesthetic and historic appeal of the City of Bastrop; and

WHEREAS, the City finds that it is necessary and the best interest of the City to amend Chapter 12, "Traffic and Vehicles" to provide restrictions on certain types of vehicles that may be parked on public streets; and

WHEREAS, the City of Bastrop finds that the amendments to Chapter 12, "Traffic and Vehicles" provided herein will enhance and protect the health, safety, and welfare of the citizens of the City.

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

PART 1. That Chapter 12 of the Bastrop Code of Ordinances is amended to add Article 12.12 "Parking and Standing Restrictions in Restricted Areas", as follows:

ARTICLE 12.12 PARKING AND STANDING RESTRICTIONS IN RESTRICTED PARKING AREAS

Sec. 12.12.001 Definitions

The following words, terms and phrases, when used in this section, shall have the meaning ascribed to them herein, unless a different meaning is expressly provided.

Abandoned Motor Vehicle. Shall have the meaning prescribed by Section 683.002 "Abandoned Motor Vehicle" of the Texas Transportation Code and the Bastrop Code of Ordinances.

Boat. Means all types of watercraft, whether registered, unregistered, licensed or unlicensed.

Commercial Vehicle. Means a *Motor Vehicle* or combination of *Motor Vehicles* used to transport passengers and/or property that: (A) has a gross combination weight rating of 10,000 or more pounds; and/or (B) is more than twenty-two (22) feet in length, seven (7) feet in width, or seven (7) feet in height.

Construction Vehicle. Means mobile construction equipment, including, but not limited to dump trucks, graders, back-hoes, front-end loaders, skid loaders, and other similar equipment.

Farm Equipment. Means tractors and all accessories and instruments associated with farming and/or ranching.

Inoperable Motor Vehicle. Means a motor vehicle that because of mechanical failure, breakdown, or disrepair cannot be started, driven, operated, steered, or stopped under its own power and without causing damage to the vehicle.

Motor Vehicle. Means every device capable of being moved upon a public highway and in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human or animal power or used exclusively upon stationary rails or tracks.

Park. Means to place or leave for the purpose of convenient departure from or return to a vehicle in connection with a planned trip, outing or vacation, including the processes of loading or unloading the vehicle and preparation of the vehicle.

Recreational Vehicle. Means any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or

recreational vans or is permanently mounted on a vehicle such as a camper or pickup camper.

Restricted Parking Areas. Includes any area in the City of Bastrop not otherwise controlled by ordinance or state law.

Store. Means to place for the purpose of preserving, protecting and securing it for a period in excess of 48 hours.

Trailer. Means any trailer greater than 5ft W x 8ft L that is designed or utilized for the transportation of a *Boat*, automobile, snowmobile, livestock, cargo or similar items, or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, popup or 5th wheel *Trailer*, which do not have motive power of its own, but are designed to be drawn by vehicle.

Truck. Means any semi-tractor or any *Commercial Vehicle* with a licensed weight of 6,001 pounds or above.

Sec. 12.12.002. Parking Restrictions.

- (a) It shall be unlawful for any person (either owning or having control) to *Park* or leave standing on any City street or City right-of-way in a *Restricted Parking Area* for a period of more than seventy-two (72) consecutive hours, or for a period of more than seventy-two (72) total hours during a ninety-six (96) hour period, a *Boat*, *Recreational Vehicle*, or a *Trailer*.
- (b) It is no defense to prosecution that any *Boat*, *Recreational Vehicle*, or *Trailer* is parked or left standing in a *Restricted Parking Area* and is then moved any number of times outside of the *Restricted Area* or to any other location in a *Restricted Parking Area* during a seventy-two (72) hour period, provided that the item is parked or left standing anywhere on a City street or City right-of-way in a *Restricted Parking Area* for a total of more than seventy-two (72) hours during a ninety-six (96) hour period.
- (c) It is unlawful for a person to park a *Truck*, *Commercial Vehicle*, *Farm Equipment*, or *Construction Vehicle* on a City street or City right-of-way, in a *Restricted Parking Area* for a period of more than thirty (30) minutes, except when the vehicle is being loaded and/or unloaded, or is being actively used, and the driver is present.
- (d) This section shall not apply to authorized emergency vehicles operating in response to an emergency call or vehicles operated by a public utility company, or vehicles operated for public service, such as for sanitation, street, water and sewer purposes, or a vehicle operated by the City of Bastrop.

Sec. 12.12.003. Abandoned and Inoperable Vehicles Declared Public Nuisance.

- a. An Abandoned Motor Vehicle is a public nuisance.
- b. An Inoperable Motor Vehicle left on public property for more than 48 continuous hours will be considered abandoned and a public nuisance.
- c. Motor Vehicles that violate this Section and are declared a public nuisance may be abated and removed by the Bastrop Police Department, or its representative, in accord with Section 683 of the Texas Transportation Code, and the City of Bastrop Code of Ordinances.

Sec. 12.12.004 Notice of Abandonment Prior to Impoundment

- a. Not later than 48 hours before impounding an Abandoned Motor Vehicle under this Chapter, a police officer, or a designee of the Police Chief, shall securely affix a visible, dated brightly colored notice to the vehicle. The Police Department shall maintain a record of the date and time each notice is affixed.
- b. Proof that the motor vehicle was not removed from the public or private property after the notice was attached to the vehicle is prima facie proof that:
 - i. The vehicle was left unattended and abandoned for the period of time between the affixing of the notice and the impounding of the motor vehicle; and
 - ii. The owner of the vehicle allowed the motor vehicle to remain at the place where the motor vehicle was impounded for the period of time between the affixing of the notice and the impounding of the motor vehicle.

Sec. 12.12.005 Parking in a Front or Side Yard.

- a. It shall be unlawful for a person to park, or allow to remain parked, a *Trailer, Truck, Commercial Vehicle, Farm Equipment, or Construction Vehicle* in the side yard or front yard of a house or building in a Restricted Parking Area, if visible from a public street or public right-of-way.

Sec. 12.12.006. Penalty and Abatement.

- a. A violation of this section shall constitute a nuisance punishable by a fine not to exceed two hundred dollars (\$200.00) and/or the vehicle or item may be abated

in accord with the Texas Transportation Code and Chapter 8 of the Code of Ordinances, Offenses and Nuisances.

- b. Notwithstanding anything stated herein, the Police Department may immediately remove a vehicle or item left on public property that is an obstruction to traffic or is a danger to the public.

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

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

PART 4. This Ordinance shall be effective upon final approval by the City Council upon the date noted herein below.

READ and ACKNOWLEDGED on First Reading on the 23rd day of April 2013.

READ and ADOPTED on Second Reading on the ____ day of _____ 2013

APPROVED:

ATTEST:

Terry Orr
Mayor

Teresa Valdez
City Secretary

Approved as to Form:
Jo-Christy Brown, Esq.
City Attorney

CITY OF BASTROP

AGENDA ITEM: A.4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of the Special Event Permit submitted by the Bastrop Chamber of Commerce to host "Patriotic Festival" on Saturday, July 6, 2013, Fisherman's Park.**

2. Party Making Request: **Trey Job, Director of Public Works, Parks, and Recreation.**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes X 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: _____

Patriotic Festival

Event: _____

Saturday 07/06/13

Date Submitted: _____

MAR 07 2013*Thursday***Bastrop Public Works, Parks, and Recreation****1209 Linden Street • P. O. Box 427 • Bastrop, TX 78602 • (512) 332-8920**

Revised 2/20/2013 2:57 PM

Special Event Permit Application

Revised 2/20/2013

Name of event: PATRIOTIC FESTIVALLocation of event: FISHERMAN'S PARKPurpose of event: PATRIOTIC CELEBRATIONDay 1 of Event: 6-10 pm, 7/6/13, 6pm
Date & Day Times Open to PublicSetup for Day 1: SAT 7/6/13, 4pm Cleanup: SAT, 7/6/13, 10pm
Date & Day Time Date/Day TimeDay 2 of Event: _____ / _____
Date & Day Times Open to PublicSetup for Day 2: _____ / _____ Cleanup: _____ / _____
Date & Day Time Date & Day TimeDay 3 of Event: _____ / _____
Date & Day Times Open to PublicSetup for Day 3: _____ / _____ Cleanup: _____ / _____
Date & Day Time Date & Day TimeName of organization: BASTROP CHAMBER OF COMMERCEAddress of organization: 927 MAIN ST, BASTROPEvent coordinator #1: SUSAN WENDELDaytime: 512/303-0558 Fax: 512/303-0305 Cell: 512/284-4107
Area Code/Number Area Code/Number Area Code/NumberE-mail address: chamberpres@bastropchamber.com

Event coordinator #2: _____

Daytime: _____ Fax: _____ Cell: _____
Area Code/Number Area Code/Number Area Code/Number

E-mail address: _____

Please describe event activities (may continue on separate sheet of paper, if necessary):FOOD VENDORS, MUSIC, FIREWORKS - TO CELEBRATE
INDEPENDENCE

Patriotic Festival

Event:

Saturday 07/06/13 / 13

Date Submitted:

MAR 07 2013

Thurs

Processing Fee (cannot be waived and must accompany application - NO PERSONAL OR BUSINESS CHECKS):

- \$100.00 with proof of non-profit status
- \$300 for all others
- Cashier's Check # 910509 OR Post Office-issued Money Order # _____ payable to City of Bastrop

Security Deposit Fee (cannot be waived and must accompany application - NO PERSONAL OR BUSINESS CHECKS):

- \$500.00
- Refunded if City property is clean and free of litter and damage after the event
- Cashier's Check # 910510 OR Post Office-issued Money Order # _____ payable to City of Bastrop
- ☐ On file from prior event(s)

Insurance (general liability policy in the amount of one million dollars with City named as additional insured):

- ☒ Submitted with app - ~~complete 3/7/13~~
- ☐ To be submitted _____
- ☐ On file from prior event(s)

Please describe/explain/list the following (may continue on separate sheet). Mark "N/A" if not applicable.

Admission Fees: ☒ No ☐ Yes (location of ticket booth): _____Alcohol (TABC permit & City Council variance letter): N/AAnimals (waste control): N/AAttendance (anticipated #): 3,000 PLAZABanner Permit (location[s]): BRIDGE BANNER STAND, STATE PARK, RAILElectrical (hot check, mats): Hot checks - symphony & microphonesEmergency Services (First Aid Station, ambulance standby): EMS STAND BYFireworks Permit & Safety Plan (State Fire Marshal 512/305-7932): COMING IN MAYInspections (tents, stages, electrical, etc): N/ALitter Control (possible 20-yard dumpster fee): Boy scouts help clean up at endMap (location of activities, vendors, parking, etc): ✓ ATTACHEDParking Plan (remote, shuttle): ✓ ATTACHEDPortacans (Jackpot 512/303-1467, American PortaCan 512/775-3175)(list locations): ORDERED

1 handicap, 1 regular, 1 handwashing unit set up by
of bathrooms & handwashing
by food vendors

Rodeo Arena (Rhonda Lock 512/ 563-8816): N/ASecurity Plan (off-duty police 512/332-8600): NOTIFIED

Patriotic Festival

Event:

Saturday 07/06/13

2/13

Date Submitted:

MAR 07 2013

Thurs

Show Barn (Allen Stewart 512/413-8512):

N/A

Signage (remove within 24 hours after event):

Want to put banner on T-posts at entrance to park 10 days

Sound Permit (for amplified sound):

ATTACHED

Street Closures:

JUST THE ROADS INTO FISHERMAN'S

Temporary Structures (location of tents, stages, etc):

N/A

Vehicles, Equipment, etc (description and location):

JUST VENDER TRAILERS

Trailer vendors set up in park. Others unload & park outside the park. Not allowed to park on Willow. 1 Golf cart PD

Vendors (Valid Tax ID #; food? other?):

NOTIFIED VENDORS

• Bastrop County Health and Sanitation Department permit, 806 Water Street, (512) 332-7276

Volunteers (how many & how identified):

20 - BADGES

Water/Wastewater requirements:

JUST FACET AT PAVILION

I, the undersigned Applicant, hereby agree to indemnify and hold harmless the City of Bastrop, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the Special Event.

SUSAN WENDEL

Applicant - Please print or write legibly

3/4/13

Date

This application must be submitted in person and by appointment only: (512) 332-8920. The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

Apr. 4. 2013 2:48PM City of Bastrop, TX - City Hall

No. 3201 P. 1

Patriotic Festival

Event:

Saturday 07/06/13 113

Date Submitted:

MAR 07 2013Thursday**Special Event Review Committee Signatures**

The City's Special Event Coordinator will obtain the following applicable signatures.
In order to expedite the process, a designee may sign for any of the following in his or her absence

Michael H. Talbot☒ City Manager4-4-13

Date

Mittie Wagner☒ Police Department4-4-13

Date

[Signature]☒ Public Works, Parks, & Recreation Department4-4-13

Date

☐ Bastrop Power & Light Department

Date

☐ Water/Wastewater Department

Date

☐ Main Street Manager

Date

☐ Other

Date

City of Bastrop
Public Works, Parks, & Recreation
1209 Linden Street physical address
P. O. Box 427 mailing address
Bastrop, TX 78602
(512) 332-8920 main - Marty DuVall
(512) 321-1313 fax



Trey Job, Director, Public Works, Parks, & Rec
Kevin Wilson, Public Works Foreman
Jason Alfaro, Parks Superintendent
Curtis Ervin, Director, Power & Light
Matt Wagner, Assistant Police Chief
Ted Bowers, City Inspector
Nancy Wood, Main Street Manager

512/848-5716
512/848-6916
512/718-3766
512/848-6934
512/848-6930
512/629-5033
512/297-5382

This application must be submitted in person and by appointment only: (512) 332-8920.
The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

MAR 07 2013

Patriotic Festival

Saturday 07/06/13

FIRST NATIONAL BANK
Bastrop County's Bank... Since 1889
Member FDIC

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT
IT IS LOST, MISPLACED, OR STOLEN.

Cashier's Check

CLEWIS

3/07/13

910509

PURCHASER

BASTROP CHAMBER OF COMMERCE

\$100.00

PAY
TO THE
ORDER OF

ONE HUNDRED DOLLARS AND 00/100

CITY OF BASTROP

DEPOSIT FOR PATRIOTIC FESTIVAL

Mary Christine Lewis

⑈000910509⑈ ⑆114904953⑆ 187898⑈

FIRST NATIONAL BANK
Bastrop County's Bank... Since 1889
Member FDIC

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT
IT IS LOST, MISPLACED, OR STOLEN.

Cashier's Check

CLEWIS

3/07/13

910510

PURCHASER

BASTROP CHAMBER OF COMMERCE

\$500.00

PAY
TO THE
ORDER OF

FIVE HUNDRED DOLLARS AND 00/100

CITY OF BASTROP

DEPOSIT FOR PATRIOTIC FESTIVAL

Mary Christine Lewis

CITY OF BASTROP
PUBLIC WORKS, PARKS, & REC.
P.O. Box 427 • Bastrop, Texas 78602
(512) 332-8920

**CASH
RECEIPT**

DATE

3/15

20

13

19696

Received From

Bastrop Chamber of Commerce

Address

927 Main St

Bastrop, TX 78602

Dollars \$

600.00

For

SE: Patriotic Festival, Sat 7/06/13

ACCOUNT

HOW PAID

AMT OF
ACCOUNT
AMT. PAID
BALANCE
DUE

CASH
CHECK
MONEY
ORDER

600.00

cc # 910501
cc # 910510

By

CLB

MAR 07 2013

Internal Revenue Service

Department of the Treasury

District
Director*Nonprofit Status*10 MetroTech Center
625 Fulton St., Brooklyn, NY 11201Bastrop Chamber of Commerce
927 Main Street
Bastrop, TX 78602-3809

Person to Contact: Patricia Holub

Telephone Number: (718) 488-2333

Refer Reply to: EP/EO:CSU

Date: JUN 16 1998

EIN: 74-0501825

Patriotic Festival**Saturday 07/06/13**

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Bastrop Chamber of Commerce.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

*(Patricia Holub)*Patricia Holub
Manager, Customer
Service Unit

Name of Organization: Bastrop Chamber of Commerce

Date of Exemption Letter: April 1944

Exemption granted pursuant to section 501(c)(6) of the Internal Revenue Code.

Foundation Classification (if applicable): Not applicable.



CERTIFICATE OF LIABILITY INSURANCE

MAR 07 2013
BASCH-2 OP ID: MZ

DATE (MM/DD/YYYY)
03/06/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY. IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY THE POLICIES UNDERWRITTEN BY THE ISSUING INSURER(S). THIS CERTIFICATE IS NOT A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE AND THE CERTIFICATE HOLDER.

Patriotic Festival

Saturday 07/06/13

IMPORTANT: If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TX Assoc-Smithville P O Box 29 Smithville, TX 78957 Texas Asso Insurers-Smithville	512-360-2565 512-237-3294	CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C No.): E-MAIL ADDRESS:														
INSURED Bastrop Chamber of Commerce Susan Weems Wendel 927 Main Street Bastrop, TX 78602		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Cos</td> <td>23850</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Cos	23850	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Philadelphia Insurance Cos	23850															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBS	W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK830740	03/22/13	03/22/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	☒					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GENTL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			PHPK830740	03/22/13	03/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO ALLOWED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property Section			PHPK830740	03/22/13	03/22/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event: Patriotic Festival 7/6/13

CERTIFICATE HOLDER

CANCELLATION

City of Bastrop
PO Box 427
Bastrop, TX 78602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. L. L. L.

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MAR 07 2013

BASCH-2 OP ID: MZ



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/05/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES WHICH ARE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

Patriotic Festival
Saturday 07/06/13

policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TX Assoc-Smithville
P O Box 29
Smithville, TX 78957
Texas Asso Insurers-Smithville

512-360-2585
512-237-3294

CONTACT
NAME:
PHONE
(AG, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Cos

23850

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Bastrop Chamber of Commerce
Susan Weems Wendel
927 Main Street
Bastrop, TX 78602

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR W/O/D	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
A	GENERAL LIABILITY			PHPK830740	03/22/13	03/22/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG \$ 2,000,000
	☐ POLICY ☐ PRO- JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			PHPK830740	03/22/13	03/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property Section			PHPK830740	03/22/13	03/22/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVENT: Patriotic Festival 7/6/13.

CERTIFICATE HOLDER

Bastrop Christian Church
1106 Church Street
Bastrop, TX 78602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. L. [Signature]

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MAR 07 2013

BASCH-2 OP ID: MZ

DATE (MM/DD/YYYY)
03/05/13



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY THE POLICIES UNDERWRITTEN HEREIN. THIS CERTIFICATE IS A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE(S) MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

Patriotic Festival

Saturday 07/06/13

PRODUCER
TX Assoc-Smithville
P O Box 29
Smithville, TX 78957
Texas Asso Insurers-Smithville

512-360-2565
512-237-3294

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Cos

23850

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Bastrop Chamber of Commerce
Susan Weems Wendel
927 Main Street
Bastrop, TX 78602

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR MOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				PHPK830740	03/22/13	03/22/14	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person)	\$ 5,000					
			PERSONAL & ADV INJURY	\$ 1,000,000					
			GENERAL AGGREGATE	\$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:		PRODUCTS - COM/POP AGG	\$ 2,000,000					
	☐ POLICY ☐ PRO. INJECT ☐ LOC			\$					
A	AUTOMOBILE LIABILITY				PHPK830740	03/22/13	03/22/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO	☐ SCHEDULED AUTOS	BODILY INJURY (Per person)	\$					
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$					
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)	\$					
				\$					
				\$					
	UMBRELLA LIAB	☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N ☐ N/A					WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A	Property Section				PHPK830740	03/22/13	03/22/14		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Bastrop Convention &
Exhibit Center
1408 Chestnut St.
Bastrop, TX 78602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. R. Lyndall

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MAR 07 2013

BASCH-2 OP ID: MZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER THE COVERAGE AFFORDED BY THE POLICIES CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

Patriotic Festival

Saturday 07/06/13

IMPORTANCE: This certificate is not a contract. It is a statement of the insurance coverage provided by the policies listed below. The certificate holder must be endorsed. If SUBROGATION IS WAIVED, subject to the terms of the policy, the certificate holder may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TX Assoc-Smithville P O Box 29 Smithville, TX 78957 Texas Asso Insurers-Smithville		512-360-2565 512-237-3294	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Bastrop Chamber of Commerce Susan Weems Wendel 927 Main Street Bastrop, TX 78602		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Cos INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23850	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSUR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR, WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		PHPK830740	03/22/13	03/22/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMPROP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY		PHPK830740	03/22/13	03/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Property Section		PHPK830740	03/22/13	03/22/14	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event: Patriotic Festival 7/6/13

CERTIFICATE HOLDER

CANCELLATION

Bob Higgins
110 Old Austin Highway
Bastrop, TX 78602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WR Higgins

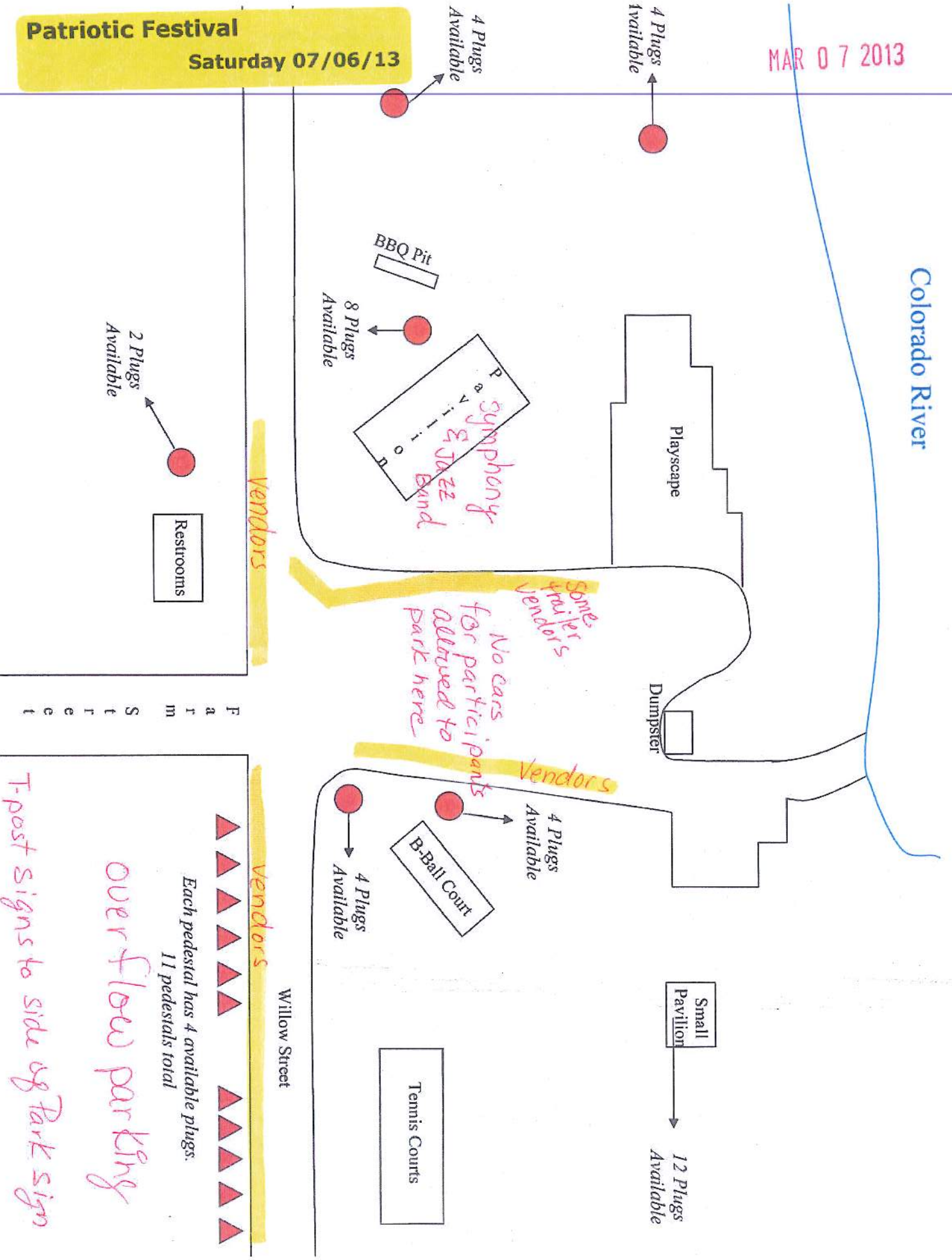
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MAR 07 2013

Colorado River

Patriotic Festival

Saturday 07/06/13



F a s t S e c t

Each pedestal has 4 available plugs.
11 pedestals total

overflow parking

T-post signs to side of Park sign

PINEY CREEK

MAR 07 2013

Off-site Parking

MESQUIT

MAPLE

MAGNOLIA

MAGNOLIA

HAWTHORNE

FISHERMAN'S
PARK

LIBRARY •
POST-
OFFICE

STATE HIGH

Patriotic Festival
Saturday 07/06/13

MAR 07 2013

Bastrop, Texas

Fireworks

Spectators

BASTROP POLICE TO PROVIDE CROWD CONTROL.

NO SCHOOLS, CHURCHES, HOSPITALS,
DAYCARES, ETC. WITHIN 600'.



Retail
Store

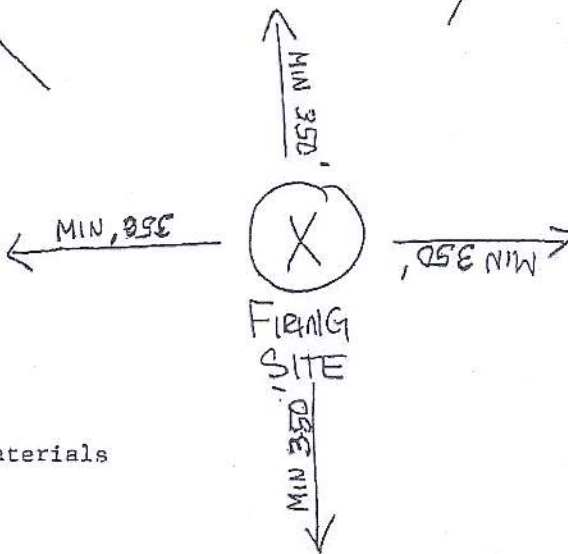


GATE

LOOP 150 ROAD

BRIDGE

SPECTATORS



Secured
MIN 350' ON
ALL SIDES
OF FIRING
SITE.

No hazardous materials
within 700'.

RIVER

No boats allowed

Patriotic Festival

Event:

Saturday 07/06/13 7/6/13

Date Submitted: MAR 07 2013

Sound Permit Application

Revised 8/31/2012 8:02 AM



City of Bastrop - Public Works, Parks, & Recreation
1209 Linden Street; Bastrop, Texas 78602
Tel: (512) 332-8920 • Fax: (512) 321-1313

Office Hours: 7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m.

Special Event on City Property ☒

Special Event on Private (not City) Property ☐

Park Pavilion Rental ☒

Activity on City Property ☒

Activity on Private (not City) Property ☐

Permits are required for use of any and all amplified sound within the city limits by other than normal household portable stereo equipment, occurring on private (not City) and public residential and non-residential property. Permits are valid only for the duration of the event named in this application.

A permit for events held in residential areas is valid between the hours of **8:00 a.m. and 10:00 p.m.**

A permit for events held in non-residential areas is valid between the hours of **8:00 a.m. and midnight (12:00 a.m.)**.

The volume of the sound amplified shall not exceed **85 dB(A) (daytime)** or **80 dB(A) (night time)** when measured from the nearest receiving property. The Police Department can request the permit holder to turn down or turn off the amplified sound if there are complaints.

YOU MUST HAVE THIS PERMIT IN YOUR POSSESSION AT THE TIME OF THE EVENT!

Responsible party: SUSAN WENDEL, PATRIOTIC FESTIVAL
Address: 727 MAIN STREET
Phone No: 512/3030558 Fax No: 512/303-0305
E-mail address: chamberpres@bastropchamber.com
Date(s) of event, rental, or activity: 7/6/13
Name of event or activity: PATRIOTIC FESTIVAL
Location(s) of event, rental, or activity: FISHERMAN'S PARK
Location(s) of amplified sound equipment: PAVILION

Start time (AM or PM): 6 PM End time (AM or PM): 10 PM

Comments: _____

Susan Wendel
Signature of Applicant

3/4/13
Date

Patriotic Festival

Event:

Saturday 07/06/13

13

Date Submitted:

MAR 07 2013



City of Bastrop, Texas

Special Event Banner Permit Application for Banners Hung on Banner Plaza

Revised 02/19/2013 9:06 AM

Special Event: PATRIOTIC FESTIVAL

Date(s) of Event: 7/6/13

Contact person: SUSAN WENDEL

Address: 927 MAIN STREET, BASTROP

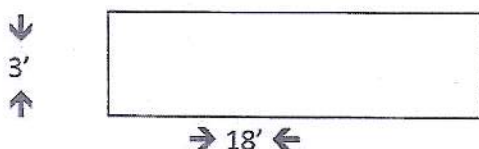
E-Mail: chamberpres@bastropchamber.com

Phone: 512 303-0558 Fax: 512 303-0305 Cell Phone: 512/284-4107

Banners will no longer be hung on the Old Iron Bridge per Ordinance No 2011-23a.

ONLY NON-PROFIT organization banners will be hung on Banner Plaza, which is at the intersection of Perkins and Loop 150 (a/k/a Chestnut). **Fees are automatically waived for nonprofit organizations.**

- a. Banner Plaza will accommodate 3 banners at a time.
- b. Banners will hang for **no more than 3 weeks** prior to date of the event. If there are more than 3 banners submitted to hang for the same time period, the timeframe for hanging each banner may be shortened at the discretion of the City staff.
- c. Banners must measure 18 feet in width and 3 feet in height.



- d. Banners made of vinyl must have numerous slits to prevent wind tears.
- e. A banner must have grommets/eyelets (metal reinforced holes) on each corner and at least one in the middle of both sides, as well as grommets/eyelets spaced equally across the top and bottom of the banner.
- f. Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- g. Please contact Public Works at (512) 332-8920 **within 1 week** after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.

CITY OF BASTROP

AGENDA ITEM: A.5

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 3, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Appointment by Mayor and confirmation by Council of Mr. Drew Pickle to the Planning and Zoning Commission.**

2. Party Making Request: **Mayor Terry Orr**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes X No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

Traci Chavez

From: Terry Orr <terry.orr@bastropfuture.com>
Sent: Thursday, May 02, 2013 10:32 AM
To: Traci Chavez
Subject: Fwd: nomination

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

Subject:nomination

Date:Fri, 29 Mar 2013 04:46:39 GMT

From:kesselus@juno.com <kesselus@juno.com>

To:Terry.Orr@BastropFuture.com

CC:tvaldez@cityofbastrop.org

The Honorable Terry Orr

Mr. Mayor,

I am writing to recommend to you citizen Drew Pickle for appointment to the Planning and Zoning Commission.

Drew is a valuable and committed resident of our city who believes strongly in community service. He has been serving on the Zoning Board of Adjustment and has gained valuable experience there.

Drew will further demonstrate his commitment to serving the city in the best way he can, and as he is called, by resigning from the Zoning Board of Adjustment.

Yours sincerely,

Ken Kesselus, Council member place 5

How to Sleep Like a Rock

Obey this one natural trick to fall asleep and stay asleep all night.

<http://thirdpartyoffers.juno.com/TGL3141/51551ce59dc7dlce57a21st01vuc>

Traci Chavez

From: Terry Orr <terry.orr@bastropfuture.com>
Sent: Thursday, May 02, 2013 10:33 AM
To: Traci Chavez
Subject: Fwd: Board of Adjustment

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

Subject:Board of Adjustment

Date:Sat, 6 Apr 2013 11:31:10 -0500

From:J. Drew Pickle <jdrewpicklehd@hotmail.com>

To:terry.orr@bastropfuture.com <terry.orr@bastropfuture.com>

CC:mmccollum@cityofbastrop.org <mmccollum@cityofbastrop.org>

Mr. Mayor-

Please accept this email as my formal resignation from the Bastrop City Board of Adjustment.

As you know, I have submitted and application so I may serve our city in another capacity. If it pleases you and the council, I look forward to doing so.

Respectfully,

J Drew Pickle
404 Oak St
Bastrop, TX
512.718.7862

CITY OF BASTROP
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES
FOR YEAR 2012

PLEASE TYPE OR PRINT CLEARLY

NAME: J. Drew Pickle
 TELEPHONE: 512.332.0290 (H) 512.496.9611 (W)
 EMAIL ADDRESS: jdrewpicklehd@hotmail.com
 ADDRESS:(RESIDENCE) 404 Oak St. Bastrop, TX 78602

 (MAILING) Same as above

I have lived in Bastrop SIX years.

DO YOU RESIDE WITHIN THE CITY LIMITS OF BASTROP? YES X NO _____

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

OCCUPATION OR AREA OF EXPERTISE: Supervisor
 (If retired, please indicate former occupation or profession)

EDUCATION (Optional): M.Ed.

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Been employed by LCRA for seven years.
Serve on the Calvary Episcopal School Board of Trustees.

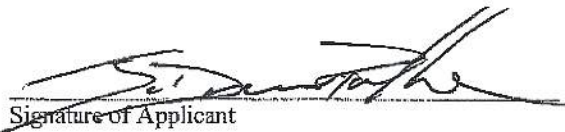
ADDITIONAL PERTINENT INFORMATION/REFERENCES: Referred by Councilman Kesselus.

PLEASE INDICATE THE BOARDS, COMMISSIONS OR COMMITTEES YOU ARE INTERESTED IN SERVING. (List in Order of Preference)

- | | |
|--|--|
| ☐ Bastrop Parks Board | ☐ Bastrop Library Board |
| | ☐ City Resident |
| | ☐ BISD Area Resident |
| ☒ Planning and Zoning Commission | ☐ Bastrop Housing Authority |
| ☐ Bastrop Economic Development Corporation | ☐ Historic Landmark Commission |
| | *Please indicate which position/s you are qualified to serve under |
| | ☐ Architect, Planner, Designer |
| | ☐ Licensed Real Estate Professional |
| | ☐ Own Commercial Historic Structure/Property |
| | ☐ Own Residential Historic Structure/Property |
| | ☐ General Resident of City of Bastrop |
| | ☐ Planning & Zoning Member |
| | ☐ Bastrop County Historic Society Member |
| ☐ Construction Standards Board of Adjustments and Appeals | ☐ Main Street Advisory Board |
| ☐ Board of Adjustment | ☐ Cemetery Advisory Board |

Please indicate if you are currently serving on a board/commission/committee

Name of Board/Commission _____


Signature of Applicant


Date

PLEASE RETURN THIS FORM TO:

**CITY OF BASTROP
CITY SECRETARY'S OFFICE
P.O. BOX 427
BASTROP, TX 78602**

FOR OFFICE USE ONLY:

APPOINTED TO _____ ON _____
TERM EXPIRES _____

APPLICATIONS ARE KEPT ON ACTIVE FILE IN THE CITY SECRETARY'S OFFICE FOR ONE (1) YEAR AND APPLICANTS MAY BE RECONSIDERED SHOULD A NEW VACANCY ARISE.

CITY OF BASTROP

AGENDA ITEM: A.6

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of the FIRST READING of a Resolution of the City Council of Bastrop approving a project (façade/mega grant to Brenda Bush in an amount not to exceed \$20,350, for renovations to the building at 706 Pine Street, Grace Miller Restaurant), using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000.**

2. Party Making Request: **Dave Quinn, BEDC Executive Director**

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

4. Policy Implication: _____

5. Budgeted: _____ Yes X No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

RESOLUTION NO. R-2013-

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

WHEREAS, the Board of the Bastrop Economic Development Corporation ("BEDC") met on November 19, 2012, and at that time took formal action to support and provide funds for various projects; and

WHEREAS, Section 4B(3), of the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the November 19, 2012, actions of the BEDC related to the project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following project, which had been approved for funding by the BEDC:
 - a. To fund a façade/mega grant in an amount up to \$20,350 to Brenda Bush for renovations to the building at 706 Pine Street, Bastrop, Texas (Grace Miller Restaurant).
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.
- (3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of May 2013.

READ and ADOPTED on Second Reading on the ____ day of May 2013.

APPROVED:

Terry Orr, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

CITY OF BASTROP

AGENDA ITEM: **A.7****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of the FIRST READING of a Resolution of the City Council of Bastrop approving a project (façade/mega grant to Bryan and Janean Whitten in an amount not to exceed \$25,000, for renovations to the building at 1106 Pecan Street), using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000.**

2. Party Making Request: **Dave Quinn, BEDC Executive Director**

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

On July 18, 2011, the Bastrop Economic Development Corporation Board of Directors approved a façade/mega grant to Bryan and Janean Whitten in the amount of \$25,000 for renovations to the building at 1106 Pecan Street.

4. Policy Implication: _____

5. Budgeted: _____ Yes X No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

RESOLUTION NO. R-2013-

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

WHEREAS, the Board of the Bastrop Economic Development Corporation ("BEDC") met on July 18, 2011, and at that time took formal action to support and provide funds for various projects; and

WHEREAS, Section 4B(3), of the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the July 18, 2011, actions of the BEDC related to the project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following project, which had been approved for funding by the BEDC:
 - a. To fund a façade/mega grant in an amount up to \$25,000 to Bryan and Janean Whitten, for renovations to the building at 1106 Pecan Street, Bastrop, Texas.
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.
- (3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of May 2013.

READ and ADOPTED on Second Reading on the _____ day of May 2013.

APPROVED:

Terry Orr, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Amended Plat of Lots 36 and 37, Block A of Riverside Grove Subdivision, Phase 1 located on Old Austin Highway and Hasler Shores Drive within the City limits of Bastrop, Texas.**

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

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

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

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for XS Ranch Estates Preliminary Plat located within the Extra Territorial Jurisdiction (ETJ) of Bastrop, Texas.**

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

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

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

4. Policy Implication: _____

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

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

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

11. Action Taken: _____

XS RANCH ESTATES - PRELIMINARY PLAN



LOCATION MAP

- INDEX TO SHEETS**
- 1 300 SCALE OVERALL PRELIMINARY PLAN
 - 2-4 100 SCALE PRELIMINARY PLAN
 - 5 EXISTING DRAINAGE AREA MAP
 - 6 PROPOSED DRAINAGE AREA MAP

XS RANCH ESTATES
PRELIMINARY PLAN
300 SCALE PRELIMINARY PLAN



LONGARO & CLARKE
Consulting Engineers
1000 West Loop West, Suite 200
Houston, Texas 77060
Tel: 713.866.1111
Fax: 713.866.1112
Email: info@longaroandclark.com

OWNER/DEVELOPER:
XS RANCH FUND VI, LP
c/o COAST RANGE INVESTMENTS LLC
300 W. 6th STREET, SUITE 1810
AUSTIN, TEXAS 78701
(512) 527-0451
(512) 527-0453 FAX
ATTN: JOHN LANDWEHR, VICE PRESIDENT

ENGINEER:
LONGARO & CLARKE
3900 SEE CAY ROAD, SUITE 150
AUSTIN, TEXAS 78746
(512) 309-0238
(512) 309-0338 FAX

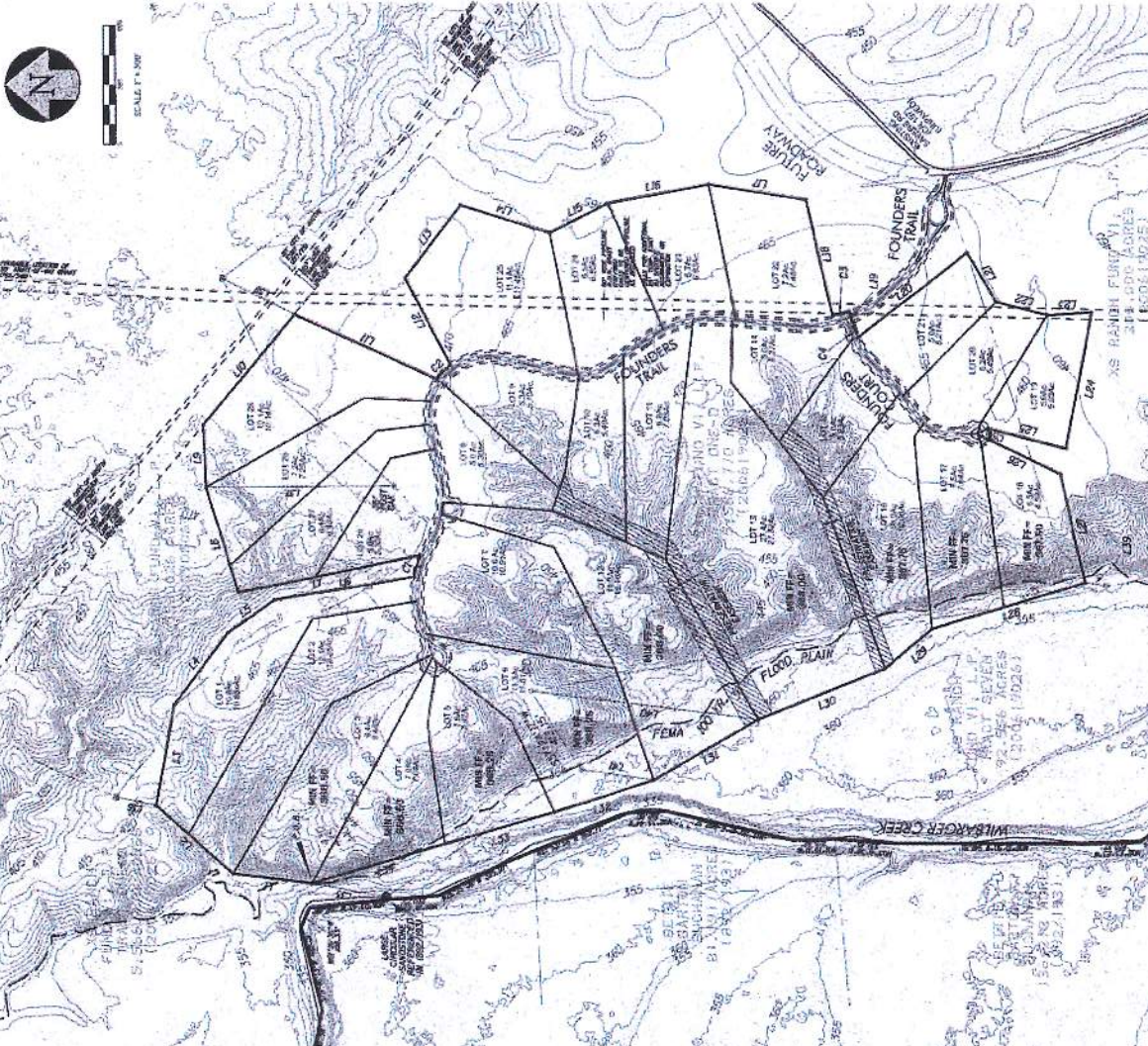
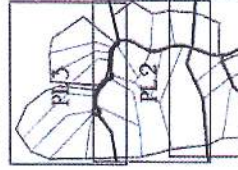
SURVEY BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
(512) 443-7794
(512) 389-0343 FAX

COUNTY: BASTROP

USAGE PERMIT NO.: DW-2008-280

FEMA MAPS: 4802100200E, 4802100200E, 4802100200E FOR BASTROP CO.,
EFFECTIVE JANUARY 19, 2009

LAND USE SUMMARY
TAXPAYER AREA ON-SITE 5.40 ACRES
TAXPAYER AREA OFF-SITE 1.25 ACRES
LOTS (29) 244.40 ACRES
TOTAL 261.05 ACRES



REMARKS:

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

2. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

3. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

4. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

5. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

6. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

7. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

8. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

9. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

10. THE TOTAL AREA OF THE PROPERTY IS 261.05 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA IS 5.40 ACRES. THE TOTAL AREA OF THE TAXPAYER AREA OFF-SITE IS 1.25 ACRES.

NO.	DELTA	RADIUS	TAN	ARC	CURVED	BEARING
1	107.14	500.00	56.54	112.53	112.53	271.71 57.5
2	17.42	500.00	56.54	112.53	112.53	545.86 09.5
3	87.12	500.00	56.54	112.53	112.53	515.02 22.5
4	87.12	500.00	56.54	112.53	112.53	515.02 22.5
5	54.50	500.00	56.54	112.53	112.53	1689.56 06.5

NO.	BEARING	LENGTH
1	271.71 57.5	500.00
2	545.86 09.5	500.00
3	515.02 22.5	500.00
4	515.02 22.5	500.00
5	1689.56 06.5	500.00

NO.	BEARING	LENGTH
1	271.71 57.5	500.00
2	545.86 09.5	500.00
3	515.02 22.5	500.00
4	515.02 22.5	500.00
5	1689.56 06.5	500.00



11. Action Taken:

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 14, 2013

Project Description:

Public Hearing, discussion, consideration and possible action to approve a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

Item Summary:

Owner:	Bastrop Economic Development Corporation (BEDC)
Applicant:	BEFCO Engineering
Location:	Located in the City Limits
Utilities:	City water, sewer, and Bluebonnet electric
Zoning:	LI, Light Industrial

Background:

This property is located in the City's Industrial Park, owned and operated by Bastrop Economic Development Corporation (BEDC). This plat is the replat of a couple of lots and the platting of reserve acreage in the back of the Industrial Park. The plat totals 99.01 acres.

The plat will have combined/shared detention areas for the Industrial Park. This plat will also extend Technology Drive. A Development Agreement is being proposed for this subdivision.

Basis of Support:

Staff supports the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive. The plat meets all other subdivision requirements.

Special Considerations: None.

Comments: 26 surrounding property owner notifications were mailed 4/12/2013. Three (3) public comments have been received, one in favor and two (2) opposed. Two have also been returned.

Staff Recommendation:

Staff recommends approval of the requested Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

Planning and Zoning Recommendation:

The Planning and Zoning Commission conducted a Public Hearing April 25, 2013 and voted unanimously 5-0 to recommend approval of a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

At the meeting some neighbors from the surrounding Tahitian Village Subdivision expressed concerns regarding the industrial use of the property.

City Contact:

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

Attachments:

Location Map, Plat and surrounding property owner information.



BEDC Industrial Park

Proposed Replat of
Lots 1 & 2, Reserve B
of the
Bastrop Business and Industrial Park
Phase 1

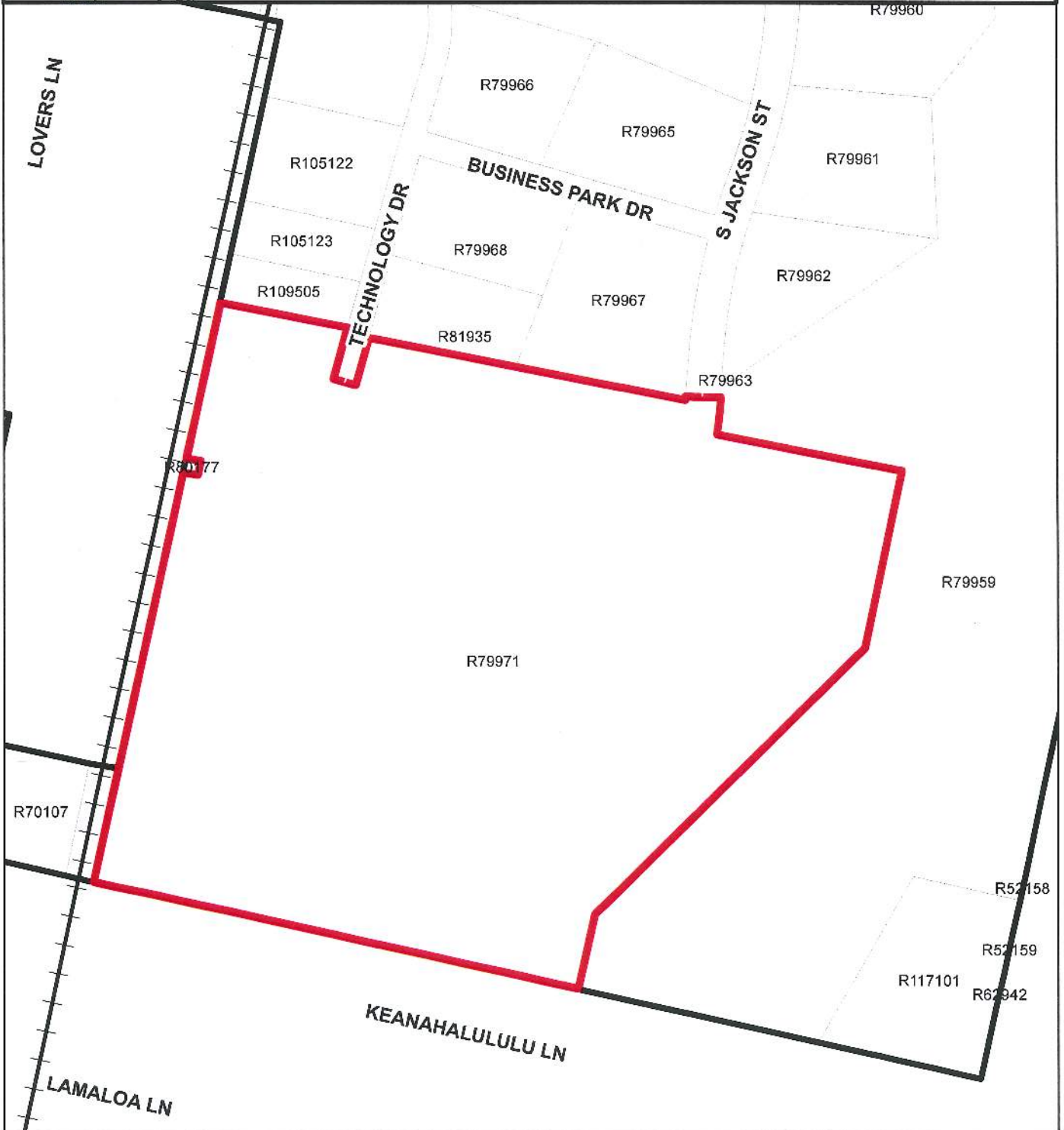
Legend



Lots 1 & 2, Reserve B



City Limits





BEDC Industrial Park

Proposed Replat of
Lots 1 & 2, Reserve B
of the
Bastrop Business and Industrial Park
Phase 1

Legend

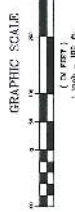


Lots 1 & 2, Reserve B



REPLAT OF LOTS 1 & 2, RESERVE B OF THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1

FINAL PLAT



- LEGEND**
- 1/2" = 100' (as shown on map)
 - 1/4" = 50' (as shown on map)
 - 1/8" = 25' (as shown on map)
 - 1/16" = 12.5' (as shown on map)
 - 1/32" = 6.25' (as shown on map)
 - 1/64" = 3.125' (as shown on map)
 - 1/128" = 1.5625' (as shown on map)
 - 1/256" = 0.78125' (as shown on map)
 - 1/512" = 0.390625' (as shown on map)
 - 1/1024" = 0.1953125' (as shown on map)
 - 1/2048" = 0.09765625' (as shown on map)
 - 1/4096" = 0.048828125' (as shown on map)
 - 1/8192" = 0.0244140625' (as shown on map)
 - 1/16384" = 0.01220703125' (as shown on map)
 - 1/32768" = 0.006103515625' (as shown on map)
 - 1/65536" = 0.0030517578125' (as shown on map)
 - 1/131072" = 0.00152587890625' (as shown on map)
 - 1/262144" = 0.000762939453125' (as shown on map)
 - 1/524288" = 0.0003814697265625' (as shown on map)
 - 1/1048576" = 0.00019073486328125' (as shown on map)
 - 1/2097152" = 0.000095367431640625' (as shown on map)
 - 1/4194304" = 0.0000476837158203125' (as shown on map)
 - 1/8388608" = 0.00002384185791015625' (as shown on map)
 - 1/16777216" = 0.000011920928955078125' (as shown on map)
 - 1/33554432" = 0.0000059604644775390625' (as shown on map)
 - 1/67108864" = 0.00000298023223876953125' (as shown on map)
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 - 1/268435456" = 0.0000007450580596923828125' (as shown on map)
 - 1/536870912" = 0.00000037252902984619140625' (as shown on map)
 - 1/1073741824" = 0.000000186264514923095703125' (as shown on map)
 - 1/2147483648" = 0.0000000931322574615478515625' (as shown on map)
 - 1/4294967296" = 0.00000004656612873077392578125' (as shown on map)
 - 1/8589934592" = 0.000000023283064365386962890625' (as shown on map)
 - 1/17179869184" = 0.0000000116415321826934814453125' (as shown on map)
 - 1/34359738368" = 0.00000000582076609134674072265625' (as shown on map)
 - 1/68719476736" = 0.000000002910383045673370361328125' (as shown on map)
 - 1/137438953472" = 0.0000000014551915228366851806640625' (as shown on map)
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 - 1/70368744177664" = 0.0000000000028421709430404007434844970703125' (as shown on map)
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Department of Planning and Development



PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check $\checkmark$ one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.

Property Owner Name: Christine & Thomas DuffyProperty Address: 292 Kearnanahula LaneMailing Address: 292 Kearnanahula Lane Phone (optional): 512-293-8442Bastrop, TX 78602 Email (optional): _____Property Owner's Signature: Christine Duffy

Comments: (Optional) _____

Please provide reply to:

Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512)322-8849

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013



X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check $\checkmark$ one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.

Property Owner Name: MARY ANNE HODGESProperty Address: TV lot 1398 and 1399Phone (optional): 936-294-9593Mailing Address: 1609 Southwood Dr
Huntsville TX 77340

Email (optional): _____

Property Owner's Signature: Mary Anne Hodges

Comments: (Optional)

Please provide reply to:

Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512)322-8849

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013

RECEIVED
APR 18 2013
By _____

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

Dear Property Owner:

The Bastrop Planning and Zoning Commission will hold a public hearing on **Thursday, April 25, 2013**, at 6:00 p.m. and the Bastrop City Council will hold a public hearing at 6:15 p.m. on **Tuesday, May 14, 2013** in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. A copy of the Replat is included with this notice.

The Applicant is: Bastrop Economic Development Corporation

Property Location: The proposed lots are located south of State Highway 71 east and State Highway 95, in the Bastrop Economic Development Park off Technology Drive

Legal Description: Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1

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

X
X

PROPERTY OWNER'S RESPONSE

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

- ☐ I am in favor of the request.
☒ I am opposed to the request.

Property Owner Name: Michael & Stephanie Shirley

Property Address: 254 Keanakalulu Lane

Phone (optional): 512-496-2904

Mailing Address: same as above

Email (optional): stephanie.hacken.shirley@gmail.com

Property Owner's Signature: [Signature]

Comments: (Optional)

We are concerned about the impact of the proposed activities on our property value as well as potential impact to our area as a result of expanded industrial activity so close to a residential area.

Please provide reply to:

RECEIVED
Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8840

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 7, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Consideration, discussion and possible action on a request for a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.**

2. Party Making Request: **Dave Quinn, Executive Director Bastrop EDC**

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

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

c) _____

8. Staff Recommendation:

Staff recommends approval of the requested Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

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

The Planning and Zoning Commission conducted a public hearing on April 25, 2013 and voted unanimously 5-0 to recommend approval of a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

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

11. Action Taken: _____

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 14, 2013

Project Description:

Public Hearing, discussion, consideration and possible action to approve a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

Item Summary:

Owner: Bastrop Economic Development Corporation (BEDC)
Applicant: BEFCO Engineering
Location: Located in the City Limits
Utilities: City water, sewer, and Bluebonnet electric
Zoning: LI, Light Industrial

Background:

This property is located in the City's Industrial Park, owned and operated by Bastrop Economic Development Corporation (BEDC). This plat is the replat of a couple of lots and the platting of reserve acreage in the back of the Industrial Park. The plat totals 99.01 acres.

The plat will have combined/shared detention areas for the Industrial Park. This plat will also extend Technology Drive. A Development Agreement is being proposed for this subdivision.

Basis of Support:

Staff supports the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive. The plat meets all other subdivision requirements.

Special Considerations: None.

Comments: 26 surrounding property owner notifications were mailed 4/12/2013. Three (3) public comments have been received, one in favor and two (2) opposed. Two have also been returned.

Staff Recommendation:

Staff recommends approval of the requested Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

Planning and Zoning Recommendation:

The Planning and Zoning Commission conducted a Public Hearing April 25, 2013 and voted unanimously 5-0 to recommend approval of a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. The proposed lots are located south of State Highway 71 East and Jackson Street, in the Bastrop Economic Development Park off Technology Drive.

At the meeting some neighbors from the surrounding Tahitian Village Subdivision expressed concerns regarding the industrial use of the property.

City Contact:

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

Attachments:

Location Map, Plat and surrounding property owner information.

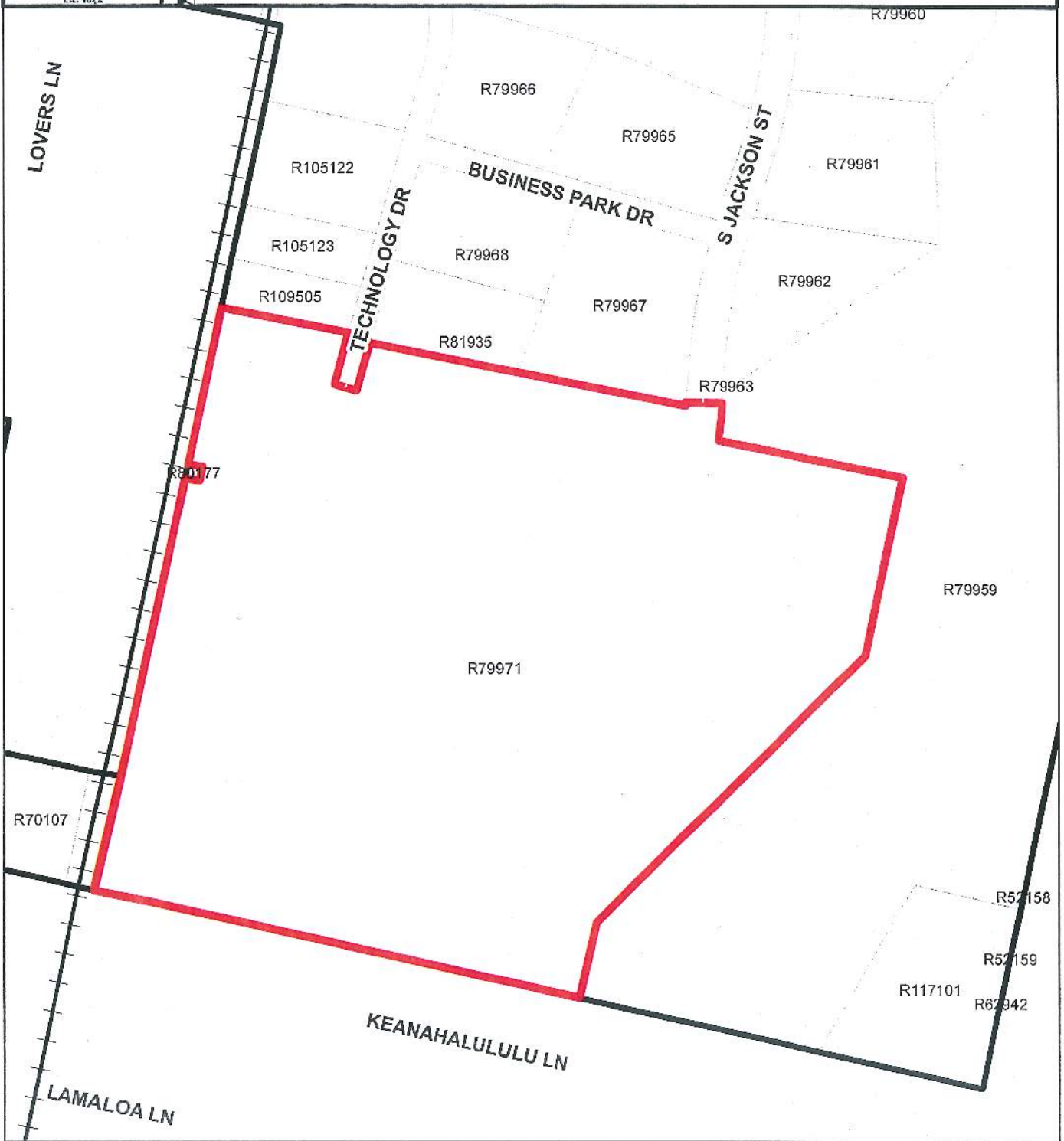


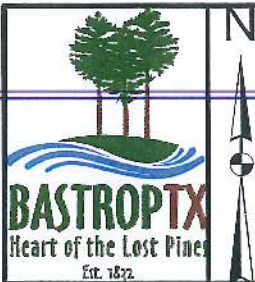
BEDC Industrial Park

Proposed Replat of
Lots 1 & 2, Reserve B
of the
Bastrop Business and Industrial Park
Phase 1

Legend

-  Lots 1 & 2, Reserve B
-  City Limits





BEDC Industrial Park

Proposed Replat of
Lots 1 & 2, Reserve B
of the
Bastrop Business and Industrial Park
Phase 1

Legend

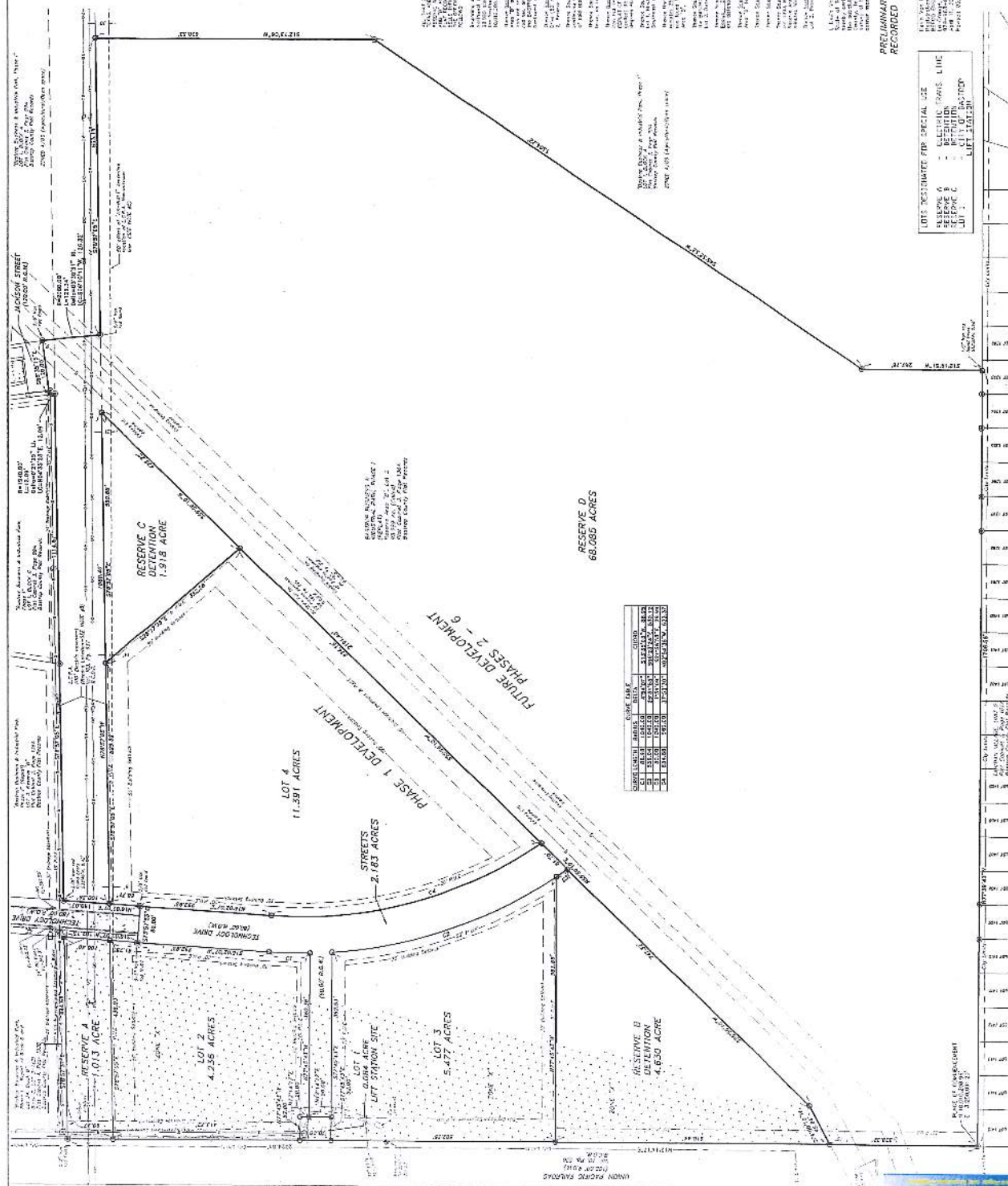
 Lots 1 & 2, Reserve B



REPLAT OF LOTS 1 & 2,
RESERVE B OF THE BASTROP
BUSINESS AND INDUSTRIAL
PARK, PHASE 1
FINAL PLAT

[illegible][illegible]

1. UNITED STATES OF AMERICA is the name of the country of origin of the goods to which this certificate is intended to be presented, is hereby notified that the goods to which this certificate is intended to be presented are not eligible for preferential treatment under the provisions of the trade agreements to which the United States is a party, and that the goods to which this certificate is intended to be presented are not eligible for preferential treatment under the provisions of the trade agreements to which the United States is a party, and that the goods to which this certificate is intended to be presented are not eligible for preferential treatment under the provisions of the trade agreements to which the United States is a party.



CURET TABLE		
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C2	02.00	515.25
C3	02.50	515.25
C4	03.00	515.25
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C6	04.00	515.25
C7	04.50	515.25
C8	05.00	515.25
C9	05.50	515.25
C10	06.00	515.25
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C96	49.00	515.25
C97	49.50	515.25
C98	50.00	515.25
C99	50.50	515.25
C100	51.00	515.25

LOTS DESIGNATED FOR SPECIAL USE	
RESERVE A	ELECTRIC TRANS. LINE
RESERVE B	DETENTION
RESERVE C	RETENTION
LOT 1	CITY OF EASTPORT

F:\atom\atom_Protec\5_2
0760 - 09-18-04-5099

Department: _____

X
X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check $\checkmark$ one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.

Property Owner Name: Christine & Thomas Duffy

Property Address: 292 Kearneyville lane

Phone (optional): 512-293-8442

Mailing Address: 292 Kearneyville lane

Email (optional): _____

Property Owner's Signature

Comments: (Optional)

Christine Duffy

Please provide reply to:

Planning and Development Department
 City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
 or via fax (512)322-8849

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013

RECEIVED
 APR 26 2013
 By [Signature]

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check ☒ one)☒ I am in favor of the request.☐ I am opposed to the request.Property Owner Name: MARY ANNE HODGESProperty Address: TV Lot 1398 and 1399Phone (optional): 936-294-9593Mailing Address: 1609 SOUTHWOOD DR

Email (optional): _____

HUNTSVILLE TX 77340Property Owner's Signature: Mary Anne Hodges

Comments: (Optional)

Please provide reply to:

Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512)322-8849

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013

RECEIVED
APR 18 2013

By _____

NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL

Dear Property Owner:

The Bastrop Planning and Zoning Commission will hold a public hearing on **Thursday, April 25, 2013**, at 6:00 p.m. and the Bastrop City Council will hold a public hearing at 6:15 p.m. on **Tuesday, May 14, 2013** in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider a Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1. A copy of the Replat is included with this notice.

The Applicant is: Bastrop Economic Development Corporation

Property Location: The proposed lots are located south of State Highway 71 east and State Highway 95, in the Bastrop Economic Development Park off Technology Drive

Legal Description: Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1

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

X
X

PROPERTY OWNER'S RESPONSE

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

- ☐ I am in favor of the request.
☒ I am opposed to the request.

Property Owner Name: Michael & Stephanie Shirley
Property Address: 254 Keenakalulu Lane
Mailing Address: same as above

Phone (optional): 512-496-2904

Email (optional): stephanie.barker.shirley@gmail.com

Property Owner's Signature: [Signature]
Comments: (Optional)

We are concerned about the impact of the proposed activities on our property value as well as potential impact to our children's future of expanded industrial activity so close to a residential area.

Please provide reply to:

RECEIVED
Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8840

Replat: Lots 1 & 2, BEDC Industrial Park, mailed out April 12, 2013

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 9, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A FUNDING AGREEMENT BETWEEN THE CITY OF BASTROP AND THE BASTRO FINE ARTS GUILD..**
2. Party Making Request: **Michael H. Talbot**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
The Art Guild made a presentation to the City Council a several months ago requesting funding of \$100,000.00 for the Art Guild project on Chestnut Street. It was the desire of the Council to provide this funding, but to provide the funding over a five (5) fiscal year period. The direction the Council provided to the City Manager and City Attorney was to prepare a funding agreement between the City and the Art Guild, whereby the City would fund a total of \$100,000.00 of Hotel/Motel Funds, over five (5) fiscal years. It was the intent of the Art Guild to request the first year of funding in FY-12, but due to variety of reason the Art Guild did not make that first request. Rather, the Art Guild is now requesting that the City fund two payment periods this year. Attached is the proposed funding agreement for "The Bastrop Fine Arts Guild.
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: _____

FUNDING AGREEMENT

BETWEEN THE CITY OF BASTROP AND THE BASTROP FINE ARTS GUILD

This Funding Agreement (this "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, V.A.T.S. Tax Code, Chapter 351, entitled Local Hotel Occupancy Tax, ("Code") provides that a hotel/motel sleeping room tax may be collected by cities, and that the proceeds from such tax may be used for activities related to the promotion and enhancement of tourism, for the support of convention and visitor information centers, for the promotion and enhancement of the arts, for historical restoration and preservations, as well as for other purposes as set out in said statute, and the City of Bastrop has been and is collecting said tax; and

WHEREAS, the City, acting under the authority granted to it under state statutes and its Home-Rule Charter, has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels and motels within the City of Bastrop; and

WHEREAS, the City desires to use a portion of the revenue generated from the hotel/motel occupancy tax to promote tourism in the City and to publicize activities and special events occurring in and around the City; and

WHEREAS, the Guild has expressed a desire to establish ongoing programs to promote tourism in the City, and to conduct activities that may be funded by hotel/motel occupancy tax revenues, and desires to work with the City to accomplish this goal; and

WHEREAS, the City desires to offer a grant of Hotel Occupancy Tax ("HOT") funds to the Guild to enable the Guild to purchase real property and improve same as the 'Lost Pines Art Center Project' ("Project"), and to operate the Center according to the details and specifications set forth in the Guilds concept and Operations 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 Agreement; and

WHEREAS, The City recognizes the cultural and art tourism that the Project will generate within the community, directly as a result of the Guild's efforts to develop and operate the Project, which is located in the corporate limits of the City, as more particularly described on the attached Exhibit "B" (the "Property"), as the Lost Pines Art Center Project; 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 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 Agreement is authorized by Chapter 351, *Texas Tax 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, including continuously maintaining the employment noted herein in Section 6, and (3) successfully fulfills all contractual obligations, without default, as specified herein.
- ii. The Guild's execution and performance of this 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 Agreement in making its decision to commit substantial City resources to this Project.

2.

Definitions

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

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, Conditions Precedent, duties, terms, conditions or warranties, as stated in this 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 \$100,000 grant of funds 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 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 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 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 Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party's ability to perform any act required under this 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 Tax Code Chapter 351, et. seq., to promote and stimulate overnight tourism and hotel / motel use 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 "B," attached hereto. The Project may also identified and referred to as the "Arts Guild Project," which shall consist of a development as shown by the Concept Plan attached hereto as Exhibit "A." The Project shall include, at a minimum, the following uses and amenities, a ±9000 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 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 Agreement, however, the conditions set forth in the sections of this 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.

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 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	Begins December 31, 2013	Deconstruct portions of existing facilities.
Phase II	December 31, 2015	Construction of main building.
Phase III	Begin December 31, 2016 Ends December 31, 2017	Completed construction of all buildings/ facilities.

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 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 Agreement.

5.2. The execution of this Agreement has been duly authorized by the board of directors of the Bastrop Fine Arts Guild, and the individual signing this 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 "D,"** to execute such 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 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 "B"**.

5.7. Dedicated/Insured Account. The City 4B 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 acquire the Property. On each occurrence the Guild accesses/utilizes the City 4B 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 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 "A"** the Guild shall be in breach of the 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 "A"** the Guild shall be in breach of the Agreement and subject to repayment of the City's 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 "A"** the Guild shall be in breach of the 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 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 \$100,000, to be provided to and/or available to the Guild, as per its Project needs, in installments over a five year period, as follows:

City FY Funding Year	City Project Funds Available to Guild	Running Total of Funds Available	Dispersment Date
Year 1 - 2011-2012	\$20,000	\$20,000	March 15, 2012
Year 2 - 20120-2013	\$20,000	\$40,000	March 15, 2013
Year 3 - 2013-2014	\$20,000	\$60,000	March 15, 2014
Year 4 - 2104-2015	\$20,000	\$80,000	March 15, 2015
Year 5 - 201502106	\$20,000	\$100,000	March 15, 2016

In the event that the Guild does not request City Project Funds for any applicable period, then that year's City Project Funds will roll into the total available to the Guild for the next City Fiscal Year period. By way of example, the Guild did not request disbursement of the \$20,000 of funds that were available to it under this Agreement for FY 2011-2102. Accordingly, it may request disbursement of up to, but not exceeding, \$40,000, during FY 2012-2013. The Guild will generally provide the City Manager or the Director of Finance with its annual funding request on or before February 1st of each City Fiscal Year, and funds will be dispersed to the Guild on or around March 15th, of each Funding Year during the Term of this Agreement.

7.

Act of Default

7.1 Notice of Anticipated Default. In the event that during the term of this 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.

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 two (2) times 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 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 The Guild shall provide to the City, on a quarterly basis, reports on its application of the City 4B Project Funds to the purchase of the Property, until such time as all City 4B Project Funds have been completely applied to the purchase of the Property.

Miscellaneous Provisions

9.1 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by 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 Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Property.

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 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 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 acquisition of the Property or the development of the Project as contemplated by this Agreement, the Guild will notify the City in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. If any or all of the City 4B Project Funds have been provided to the Guild, all such funds shall be remitted to the City, as set forth in Section 7.2.

9.6 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (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: Jeanette Condray, President 1009 Main Street Bastrop, Texas 78602 Ph: (512)576-1100 Fax: (512)321-8055 Email: jeanettecondray@att.net
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City: City of Bastrop
 Attn: Michael H. Talbot, City Manager
 1311 Chestnut Street
 Bastrop, Texas 78602
 Ph: (512) 303-7305
 Fax: (512) 321-6684
 Email: mtalbot@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 Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

9.8 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the 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 Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

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

9.11 Paragraph / Section Headings. The paragraph/section headings contained in this 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 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 Agreement may not be assigned to any other party, entity or individual without the express written consent of the City Board.

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

9.15 Amendments. This 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 Agreement.

9.16 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes: (INSERT LIST OF EXHIBITS)

[Signature Page to Follow]

EXECUTED to be effective as of the _____ day of _____, 2011

OWNER:

By: _____
Jeanette Condray, President
Bastrop Fine Arts Guild

Date: _____, 2013

By: _____
Karol Rice, Co-Chair, Lost Pines Art Center
Project

Date: _____, 2013

APPROVED BY:

City OF BASTROP, TEXAS

By: _____
Michael H. Talbot, City Manager

Date: _____, 2013

Approved As To Form:

Jo-Christy Brown, Attorney for the City

Date: _____, 2013

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 9, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN INTERLOCAL AGREEMENT FOR SIGN AND OTHER PASSENGER AMENITIES MAINTENANCE AND INSTALLATION BETWEEN THE CITY OF BASTROP AND THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM.**

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

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

The attached agreement is a follow up to a presentation made by Mr. Dave Marsh of the Capital Area Rural Transportation System (CARTS) to the city Council a few weeks ago regarding CARTS plans to update the CARTS signage through the City. As well as to construct public shelters at certain points along CARTS route. This agreement calls for the City crews to replace the signs or build shelters on behalf of CARTS. CARTS will reimburse the City the cost for the doing work described above.

4. Policy Implication: _____

5. Budgeted:	Yes	No	N/A
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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:

SIGN AND OTHER PASSENGER AMENITIES MAINTENANCE AND INSTALLATION INTERLOCAL AGREEMENT

The City of Bastrop ("**City**") and the Capital Area Rural Transportation System ("**CARTS**") enter into this Sign and Other Passenger Amenities Maintenance and Installation Interlocal Agreement (this "Agreement") under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, in connection with the installation and maintenance of CARTS transit system signage and other passenger amenities, including bus shelters. The City and CARTS may be referred to herein singularly as "Party" or together as "Parties".

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically regarding contracts to perform governmental functions and services related to signage; and

WHEREAS, CARTS desires that the City install and maintain new signage (including the removal of currently existing CARTS' signage) to be provided by CARTS; and

WHEREAS, CARTS desires that the City install and maintain new passenger amenities, such as bus shelters, to be provided by CARTS, which installations shall be in compliance with all applicable laws and regulations, including without limitations, the Americans with Disabilities Act of 1990, as amended; and

WHEREAS, CARTS and the City have determined that it would benefit the citizens of the City to improve upon and update the CARTS' transit system in the City by providing additional shelters and signs in the City limits to enhance CARTS services to the City's expanding citizen population; and

WHEREAS, the governing body of each Party hereto has determined that the reciprocal provision of services and equipment contemplated herein would be mutually beneficial to both Parties; and

WHEREAS, it is further the determination of each of the Parties hereto that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto, which is cooperative in nature, and includes the determination of the proper use of resources available with respect to the providing of governmental services to meet public needs and enhance the utilization of existing resources of each of the Parties hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services.** Services to be provided under this Agreement are as follows:

- (a) The City agrees to provide equipment and labor necessary for the: (i) installation in City right-of-way of CARTS' transit system signage ("CARTS Signs") and other passenger amenities, such as bus shelters, in mutually agreed upon locations and removal of existing CARTS Signs, both as requested by CARTS from time to time, and (ii) maintenance of the CARTS Signs and other passenger amenities, such as bus shelters. CARTS will provide all poles and signs and other materials necessary for CARTS Signs and other passenger amenities, including the bus shelters, to be installed by the City. Nothing herein shall prevent CARTS from removing CARTS Signs at any time.
- (b) Maintenance of the CARTS Signs and other passenger amenities, such as bus shelters, will be performed by the City within a reasonable time after receipt of a maintenance request from CARTS, in writing. CARTS' Operations Department will coordinate with the City Public Works Department regarding needed maintenance. Maintenance requests will be made by CARTS in a manner mutually acceptable to the City Public Works Department and CARTS. Notwithstanding the City's agreement to maintain the CART Signs and other passenger amenities, the City will not be responsible for providing any replacement signs, materials, or poles in connection with such maintenance. 2 shelters
maintenance
- (c) When necessary, in the City's reasonable discretion, the City shall have the right to make any reasonable repairs or undertake any reasonably required maintenance on CARTS Signs and other passenger amenities, including bus shelters, without obtaining permission from CARTS in advance, if obtaining such permission in advance is not feasible under the circumstances. CARTS will be invoiced for any such completed work in accordance with Paragraph 2 below. If the City does not obtain CARTS' permission in advance, the City shall provide CARTS with written notice of the necessary maintenance or repairs as soon as possible after discovery by the City.
- (d) If the City, in its reasonable discretion, determines that the CART Signs or other passenger amenities, such as bus shelters, can no longer be repaired or maintained and have deteriorated to such a degree that replacement of the CARTS materials is believed to be necessary, the City shall notify CARTS, in writing, of the CARTS materials that require replacement. Upon receipt of such notice, CARTS shall have a reasonable time thereafter to provide to the City such necessary replacement CARTS materials.

2. **Compensation.**

- (a) CARTS will pay the City for the actual cost of the maintenance and installation work performed by the City on CARTS Signs and other passenger amenities, including bus shelters. CARTS will be charged at the City's standard labor and/or material costs and rates for such work. Payment will be made to the City within fifteen (15) days of CARTS' receipt of a written invoice from the City.
- (b) Notwithstanding the provisions of Paragraph 2(a) to the contrary, to assist CARTS in the purchase of bus shelters or other passenger amenities, the City may elect, upon written request to CARTS, to have CARTS hold any such amounts due under Paragraph 2(a) above and apply such amounts to costs incurred by CARTS for the purchase of such bus shelters or other passenger amenities to be installed in locations mutually acceptable to the Parties. It is the intent of CARTS, subject to annual appropriations, to purchase at least two (2) passenger bus shelters during the Initial Term of this Agreement. If the City requests that CARTS hold such amounts due, the City may thereafter, upon written notice to CARTS, withdraw its request that such amounts be held by CARTS, whereupon, if the amounts have not been applied to costs incurred by CARTS for the purchase of bus shelters or other passenger amenities, CARTS shall pay such amounts due to the City under Paragraph 2(a) and continue to pay such amounts as they become due unless and until the City once again requests that CARTS hold such amounts due. The City may request in writing (but not more than twice in any calendar year) that CARTS provide an accounting of any amounts held by CARTS pursuant to this Paragraph 2(b). Upon receipt of such written request, CARTS will, within a reasonable time, furnish such accounting to the City.

3. **Miscellaneous.**

- (a) Any notice hereunder shall be in writing and is effective upon personal delivery or upon deposit in the United States mail if sent by certified mail, return receipt requested, when mailed to the proper Party at the following addresses:

If to CARTS:

Capital Area Rural Transportation System
2010 East Sixth Street
Austin, Texas 78702
Attn: David L. Marsh

If to City:

Michael H. Talbot, City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

- (b) Each Party to this Agreement will pay for its performance of governmental functions or services under this Agreement from current revenues available to it. Each Party agrees that the compensation contemplated in this Agreement fairly compensates the performing Party for the services or functions described herein.
- (c) The initial term of this Agreement ("Initial Term") will commence upon the date of execution by both Parties and will continue in effect for a period of five (5) years thereafter. Upon expiration of the Initial Term, this Agreement will automatically renew for succeeding terms of one (1) year each, unless either Party provides the other Party written notice of termination at least 90 days prior to the expiration of the then current term.
- (d) No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a Party hereto, and no such person or entity shall have any cause of action hereunder.
- (e) No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.
- (f) This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written amendment approved by the governing bodies of each Party and duly executed by authorized representatives of both Parties.
- (g) This Agreement has been duly and properly approved by each Party's governing body and constitutes an agreed upon obligation on each Party.
- (h) The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The reminder of the Agreement shall be in full force and effect.
- (i) The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Bastrop County, Texas.

- (j) The Parties acknowledge and agree that the provision of ground transportation services by CARTS to the citizens of the City and surrounding areas is governed by that certain Charitable Services Funding Agreement between the City and CARTS ("Charitable Services Agreement") currently effective through September 30, 2013, and that the terms of this Agreement are not intended to and do not amend or modify the Charitable Services Agreement.

Executed to be effective as of the date last signed by the Parties.

City of Bastrop

By: _____
Michael H. Talbot
City Manager

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 9, 2013MEETING DATE: May 14, 2013

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING A PRESENTATION BY TODD McCLANAHAN OF THE TEXAS PARKS AND WILDLIFE REGARDING THE NEEDS FACING BASTROP STATE PARK RESULTING FROM THE FIRE OF 2011.**
2. Party Making Request: Michael H. Talbot
3. Nature of Request: (Brief Overview) Attachments: Yes _____ No X
Mr. Todd McClanahan of Texas Parks and Wildlife would like to make a presentation to the City Council of the needs facing Bastrop State Park resulting from the fire of 2011.
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing:

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

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 6, 2013

MEETING DATE: May 14, 2013

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the unaudited Monthly Financial Reports and Quarterly Investment Report for the period ending of March 31, 2013.**
2. Party Making Request: **Karla Stovall, Chief Financial Officer**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication: _____
5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____
6. Alternate Option/Costs: _____
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____
8. Staff Recommendation: _____
9. Advisory Board: Approved Disapproved None
10. Manager's Recommendation: Approved Disapproved None
11. Action Taken: _____

TO: MAYOR & CITY COUNCIL MEMBERS

FROM: KARLA STOVALL, CHIEF FINANCIAL OFFICER

DATE: APRIL 23, 2013

MONTHLY FINANCIAL REPORTS
FOR PERIOD ENDING MARCH 31, 2013
AND QUARTERLY INVESTMENT REPORT

CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF MARCH 31, 2013

Fiscal year 2013 is 6 month or 50% completed as of March 31, 2013.

- General Fund revenues reflect 65.47% collected or \$5,461,203. Expenditures represent 45.66% spent or \$3,890,471.
- Water/ Wastewater Fund revenues reflect 47.24% collected or \$1,858,798. Expenditures represent 45.28% spent or \$1,544,058.
- The Electric Fund revenues reflect 42.73% collected or \$3,054,332. Expenditures represent 44.13% spent or \$3,111,710.
- The Hotel /Motel Fund revenues reflect 41.15% collected or \$954,668. Expenditures represent 53.33% spent or \$1,276,221.

Revenues

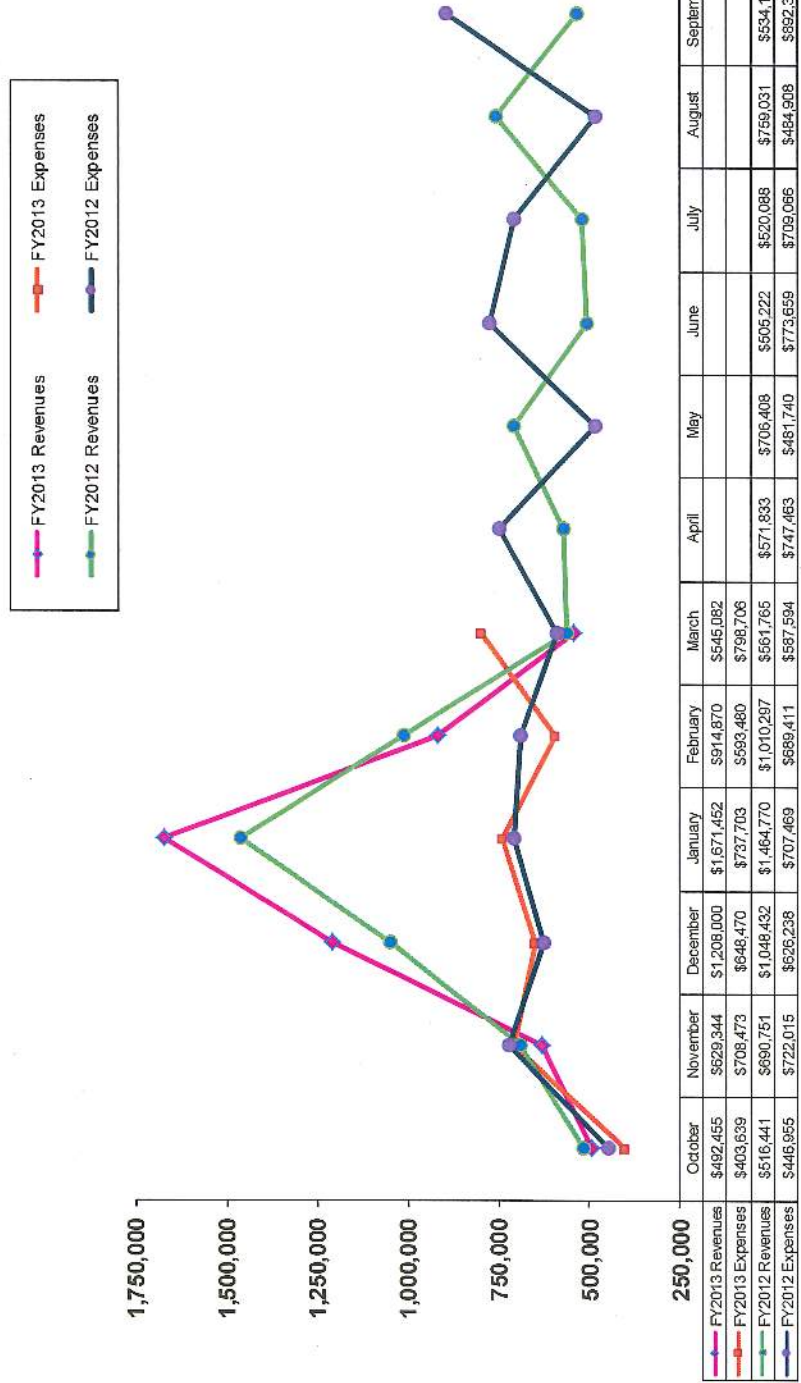
Expenditures

	FY 2013 Budget	FY 2013 Actual	% of FY2013 Budget	FY 2013 Budget	FY 2013 Actual	% of FY2013 Budget
General Fund	\$ 8,341,751	\$ 5,461,203	65.47%	\$ 8,520,818	\$ 3,890,471	45.66%
W/WW Fund	\$ 3,934,970	\$ 1,858,798	47.24%	\$ 3,409,840	\$ 1,544,058	45.28%
Electric Fund	\$ 7,148,000	\$ 3,054,332	42.73%	\$ 7,051,542	\$ 3,111,710	44.13%
Hotel Motel Fund	\$ 2,320,232	\$ 954,668	41.15%	\$ 2,392,966	\$ 1,276,221	53.33%

GENERAL FUND REVENUE & EXPENDITURES

MARCH 31, 2013

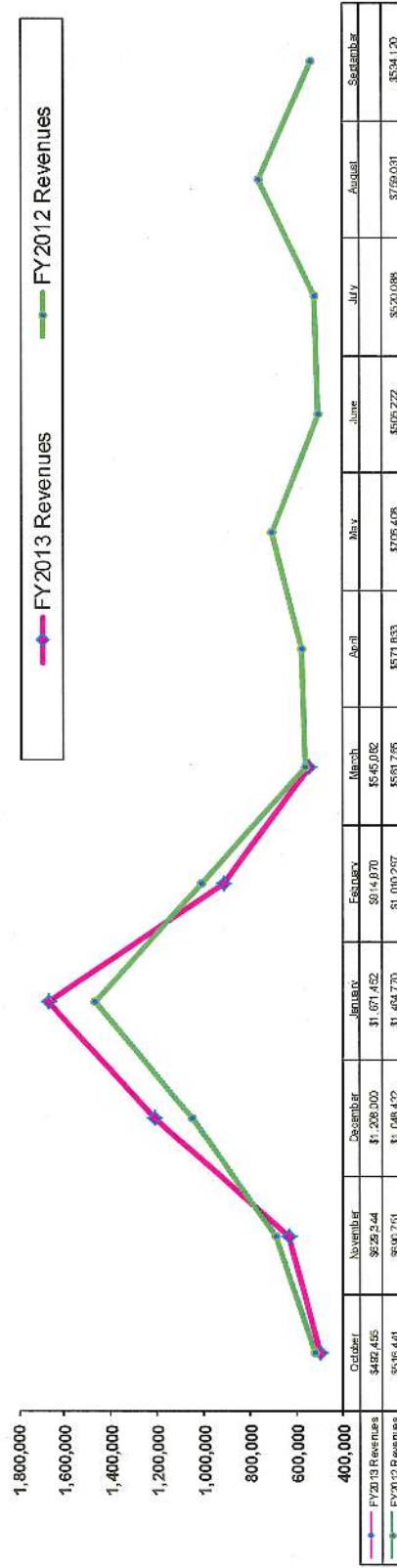
- Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- Expenditures in March recognized an increase due to the timing of expenses processed through accounts payable. You will note by the graph below that February expenses appeared low in comparison to a 12 month, monthly average.



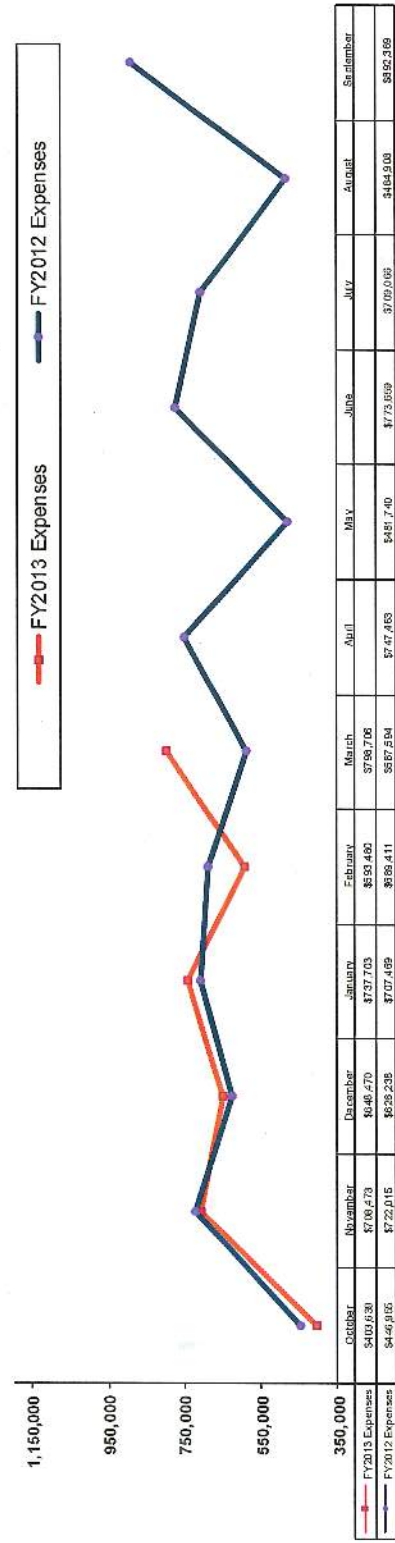
GENERAL FUND REVENUE & EXPENDITURES

MARCH 31, 2013

FY 2012 & 2013 Revenues



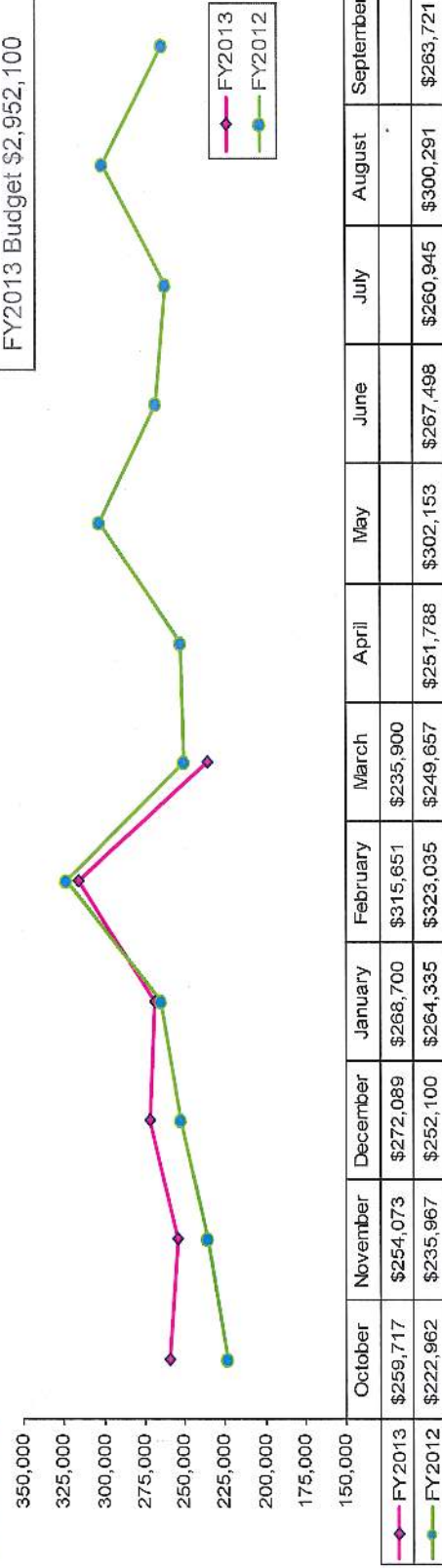
FY 2012 & 2013 Expenditures



GENERAL FUND REVENUE

MARCH 31, 2013

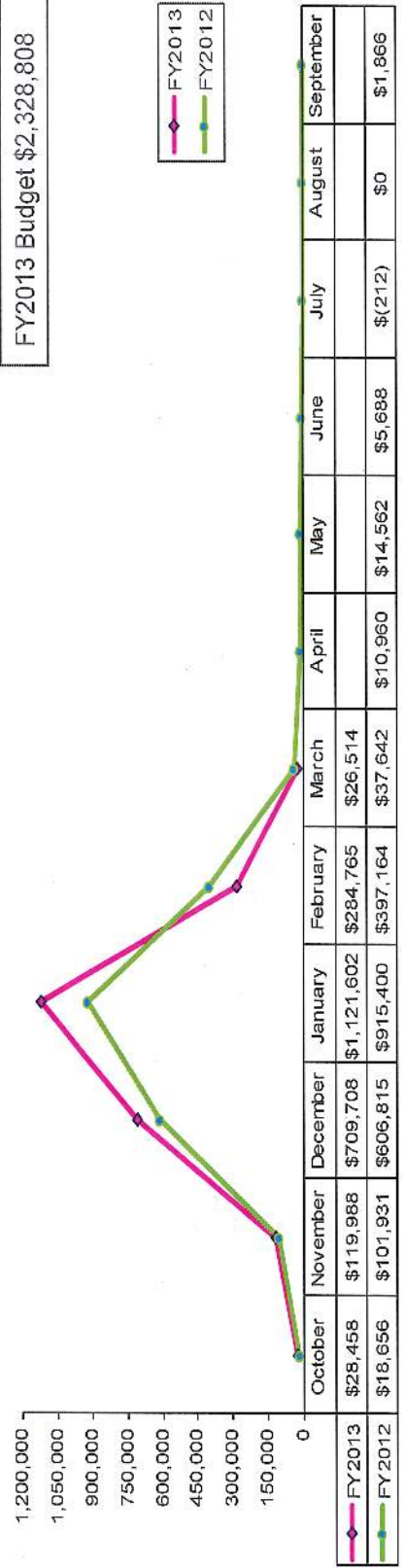
Sales Tax



FY2013 March YTD \$1,606,131

FY2013 Budget \$2,952,100

Ad Valorem Taxes

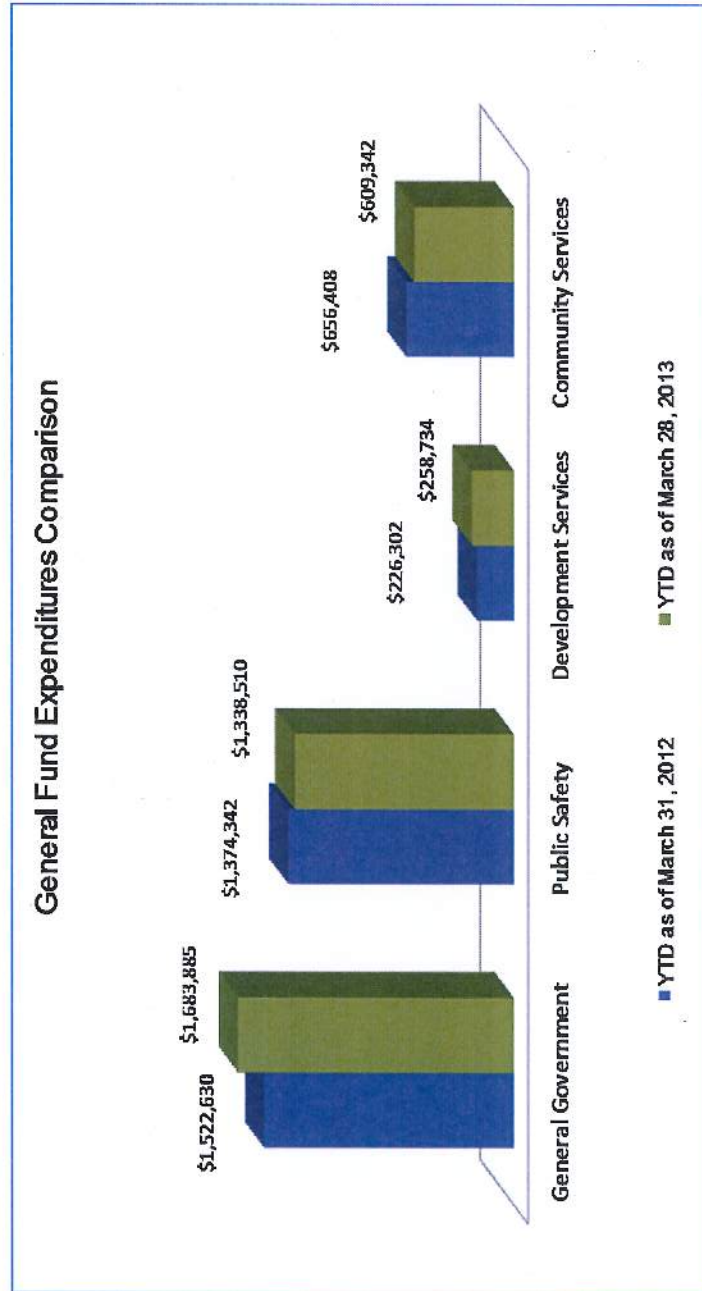


FY2013 March YTD \$2,291,035

FY2013 Budget \$2,328,808

GENERAL FUND EXPENDITURES

MARCH 31, 2013

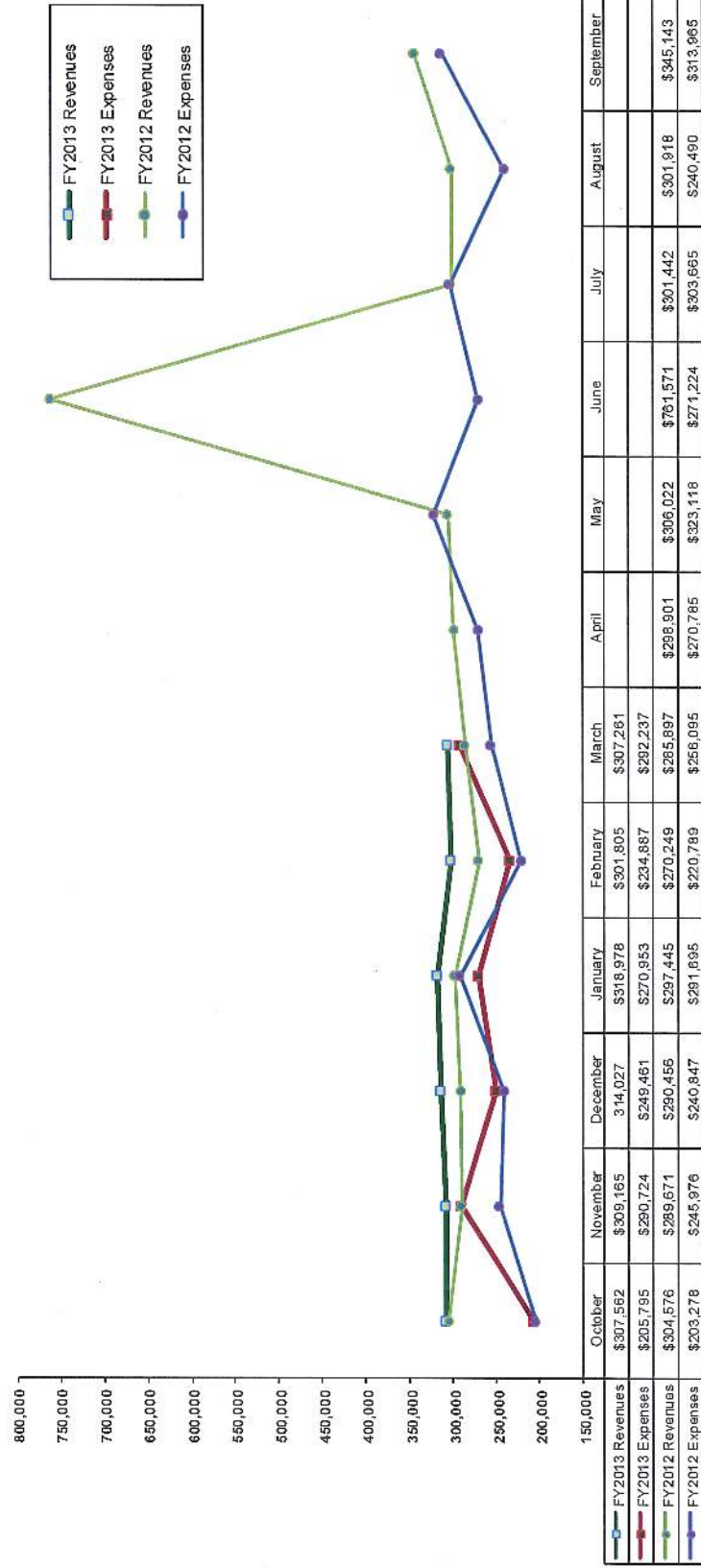


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, Construction Manager, and Building Maintenance
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development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

WATER/WASTEWATER FUND REVENUE & EXPENDITURES

MARCH 31, 2013

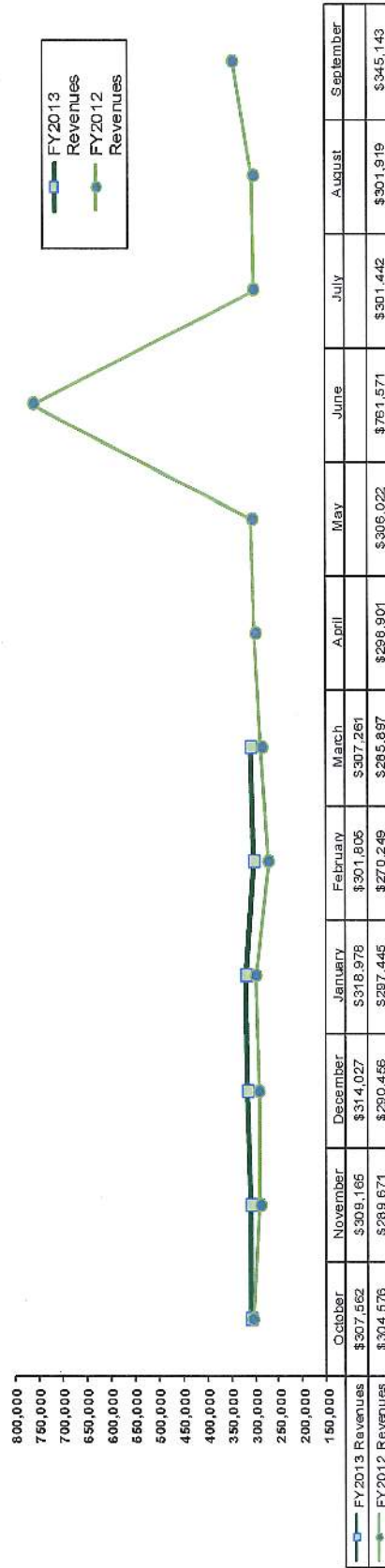
- Water/Wastewater Fund Revenues Year-to-date (YTD) as of March 31, 2013 are \$1,858,798 or 47.24% of the year.
- Expenses in March appear increased due to the increased debt service costs and the timing of payments through accounts payable.



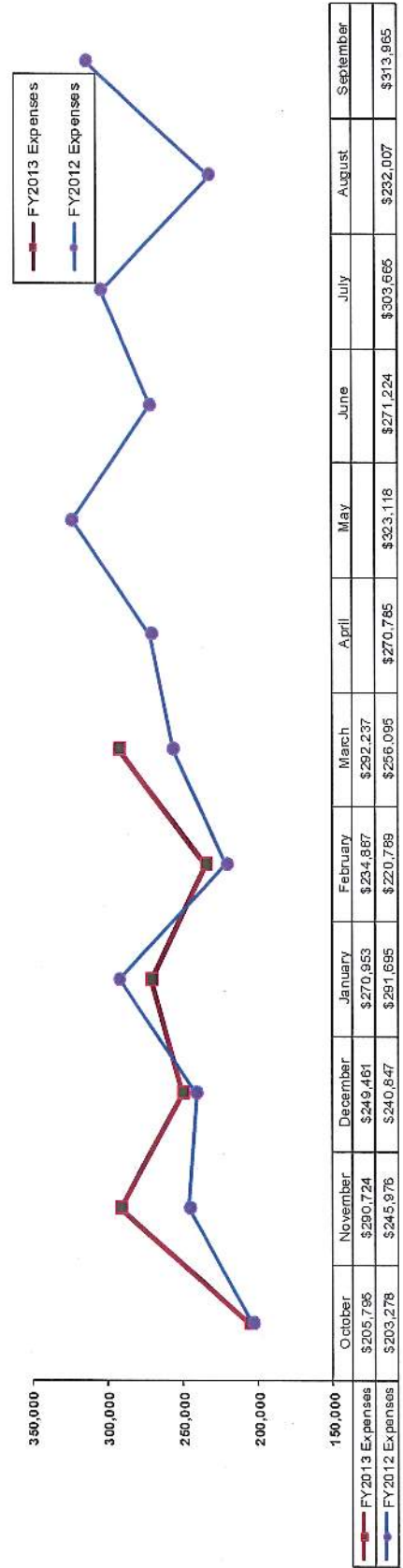
WATER WASTEWATER FUND REVENUE & EXPENDITURES

MARCH 31, 2013

FY 2012 & 2013 Revenues



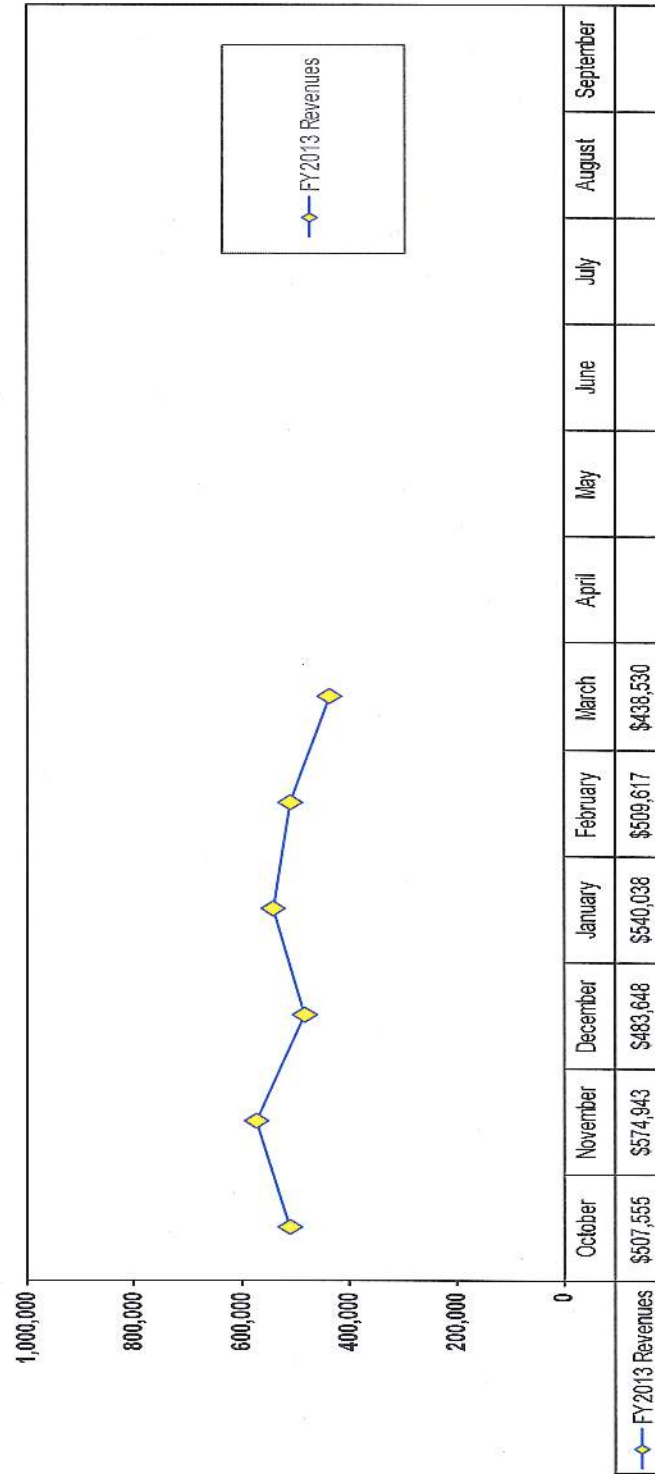
FY 2012 & 2013 Expenditures



ELECTRIC FUND

MARCH 31, 2013

Electric Fund Revenues Year-to-date (YTD) as of March 31, 2013 are \$3,054,332 or 42.73% of the FY2013 adopted budget.

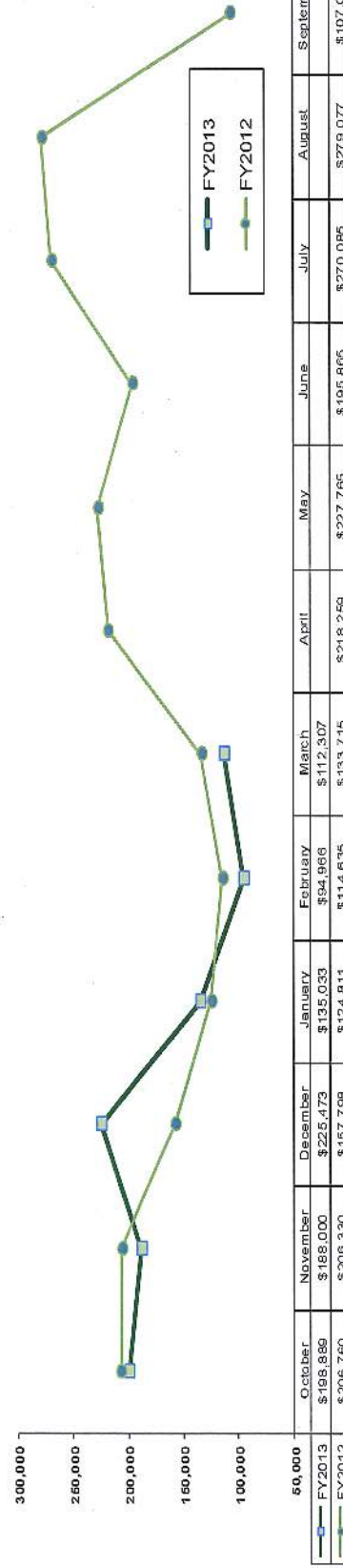


HOTEL MOTEL TAX FUND

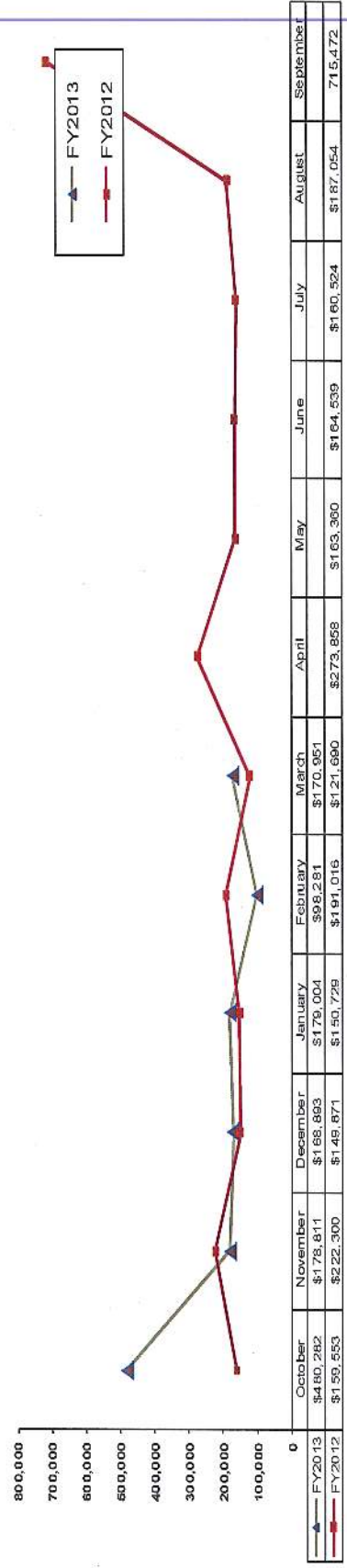
MARCH 31, 2013

- ☐ Revenues as of March 31, 2013 represent YTD earned revenue of \$954,668. 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 FY2013 are increased in October due to the one-time disbursement of funds to HOT organizations consequently in FY2012 organizations received their funding in quarterly payments.

Hotel / Motel Fund Revenue



Hotel / Motel Fund Expenses



City of Bastrop
Quarterly Investment Report
As of March 31, 2013

TEXPOOL

03/31/13 Current Balance \$21,169,494
Average Weighted Average Maturity 51 days
Average Monthly Yield, on a simple basis .10%
YTD Interest \$5,051.70

Certificates of Deposit - General Operating

03/31/13 Current Balance \$1,500,000
Maturity Date: 04/26/2013
Term Date: 365 days
Current Rate: .90 %

FINANCIAL STATEMENT REPORTS ARE ATTACHED FOR THE FOUR MAJOR FUNDS.

- GENERAL FUND
- WATER / WASTEWATER UTILITY FUND
- ELECTRIC FUND
- HOTEL MOTEL FUND

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>TAXES & PENALTIES</u>						
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	2,077,607.99	2,328,808.00	26,514.55	2,291,034.65	37,773.35	98.38
00-00-4002 DELINQUENT TAXES M&O	43,496.39	36,000.00	3,896.80	11,324.03	24,675.97	31.46
00-00-4003 PENALTIES & INTEREST M&O	31,237.29	26,400.00	5,621.70	14,568.41	11,831.59	55.18
00-00-4004 FRANCHISE TAX	176,719.02	385,000.00	10,911.09	139,447.92	245,552.08	36.22
00-00-4006 CITY SALES TAX	1,548,056.82	2,952,100.00	235,900.45	1,606,130.59	1,345,969.41	54.41
00-00-4008 OCCUPATION TAX	7,655.00	7,500.00	920.00	2,423.00	5,077.00	32.31
00-00-4009 MIXED BEVERAGE TAX	9,953.12	20,000.00	0.00	5,704.69	14,295.31	28.52
TOTAL TAXES & PENALTIES	3,894,725.63	5,755,808.00	283,764.59	4,070,633.29	1,685,174.71	70.72
<u>LICENSES & PERMITS</u>						
00-00-4020 BUILDING PERMITS	74,320.73	91,000.00	13,615.07	50,972.25	40,027.75	56.01
00-00-4021 ZONING FEES	2,053.00	3,000.00	0.00	998.00	2,002.00	33.27
00-00-4022 PLATTING FEES	6,348.58	6,000.00	2,650.00	4,020.00	1,980.00	67.00
00-00-4023 SPECIAL EVENT PERMIT FEE	825.00	2,000.00	100.00	500.00	1,500.00	25.00
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	83,547.31	102,000.00	16,365.07	56,490.25	45,509.75	55.38
<u>CHARGES FOR SERVICES</u>						
00-00-4040 ANIMAL SERVICE RECEIPTS	145.00	200.00	10.00	60.00	140.00	30.00
00-00-4043 PARKS RECEIPTS	600.00	1,600.00	200.00	475.00	1,125.00	29.69
00-00-4044 PD ACCIDENT REPORTS	854.00	1,800.00	203.00	1,344.00	456.00	74.67
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	14,139.03	40,800.00	0.00	0.00	40,800.00	0.00
00-00-4049 TRANSFER STATION RECEIPTS	718.90	4,000.00	2,539.40	6,406.65	(2,406.65)	160.17
TOTAL CHARGES FOR SERVICES	16,456.93	48,400.00	2,952.40	8,285.65	40,114.35	17.12
<u>FINES & FORFEITURES</u>						
00-00-4070 MUNICIPAL COURT FINES	124,925.76	225,000.00	36,046.00	131,462.26	93,537.74	58.43
00-00-4071 BOND FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4072 SANITATION PENALTIES/RECONNEC	4,007.04	8,000.00	0.00	3,266.93	4,733.07	40.84
00-00-4076 LIBRARY RECEIPTS	7,270.45	16,000.00	1,355.11	7,848.00	8,152.00	49.05
00-00-4077 SANITATION PROCEEDS	16,688.94	40,000.00	0.00	14,166.83	25,833.17	35.42
00-00-4078 JUVENILE CASE MANAGER-M/C	2,974.46	5,100.00	747.20	3,552.61	1,547.39	69.66
00-00-4080 TEEN COURT (MC)	0.00	1,000.00	80.00	780.00	220.00	78.00
TOTAL FINES & FORFEITURES	155,866.65	295,100.00	38,228.31	161,076.63	134,023.37	54.58

CITY OF BASTROP
FINANCIAL STATEMENT
AS OF: MARCH 31ST, 2013

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>OTHER REVENUE</u>						
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
<u>INTEREST INCOME</u>						
00-00-4400 INTEREST RECEIPTS	3,006.28	6,000.00	651.48	3,879.44	2,120.56	64.66
TOTAL INTEREST INCOME	3,006.28	6,000.00	651.48	3,879.44	2,120.56	64.66
<u>INTERGOVERNMENTAL</u>						
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	24,402.63	72,420.00	0.00	13,153.11	59,266.89	18.16
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	26,798.81	26,800.00	0.00	27,625.68	(825.68)	103.08
00-00-4419 PROPERTY LIEN PAYMENTS	3,945.29	0.00	0.00	468.35	(468.35)	0.00
00-00-4424 PADDLE TRAIL GRANT REIMB	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	258,139.98	516,280.00	43,023.33	258,139.98	258,140.02	50.00
00-00-4491 WATER/WASTEWATER IN-KIND	265,509.96	531,020.00	44,251.66	265,509.96	265,510.04	50.00
00-00-4492 WASTEWATER IN-KIND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4493 BEDC IN-KIND	21,249.96	169,080.00	16,589.99	99,539.94	69,540.06	58.87
00-00-4495 CONVENTION CENTER IN-KIND	87,060.00	174,120.00	14,510.00	87,060.00	87,060.00	50.00
00-00-4496 DONATION IN-KIND	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	695,606.63	1,489,720.00	118,374.98	751,497.02	738,222.98	50.45
<u>MISCELLANEOUS</u>						
00-00-4501 LIBRARY GRANT'S	9,385.00	0.00	0.00	0.00	0.00	0.00
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	0.00	2,944.50	0.00	2,944.50	0.00	100.00
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	6,870.00	0.00	11,625.50	(4,755.50)	169.22
00-00-4515 GRANTS - MISCELLANEOUS	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 ICRA-FISHERMAN PARK FLAGS	1.27	0.00	0.00	0.00	0.00	0.00
00-00-4522 WORKERS COMP. REIMBURSE	0.00	1,000.00	0.00	0.00	1,000.00	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	1,100.00	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	24,808.82	20,000.00	33,620.42	80,308.35	(60,308.35)	401.54
00-00-4537 INSURANCE PROCEEDS	24,302.87	408.00	0.00	7,712.50	(7,304.50)	890.32
00-00-4538 BEVERAGE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-00-4540 HUNTERS CROSSING REIMB	941.80	0.00	0.00	0.00	0.00	0.00
00-00-4543 PINY 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	13,692.30	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	74,232.06	31,222.50	33,620.42	102,590.85	(71,368.35)	328.58
 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	306,750.00	613,500.00	51,125.00	306,750.00	306,750.00	50.00
00-00-4706 TRANSFERS IN - BEDC	57,289.92	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	0.00	0.00	0.00	0.00	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	364,039.92	613,500.00	51,125.00	306,750.00	306,750.00	50.00
 ** TOTAL REVENUE **						
	5,287,481.41	8,341,750.50	545,082.25	5,461,203.13	2,880,547.37	65.47

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
<u>NON-DEPARTMENT</u>						
<u>00-NON-PROGRAM</u>						
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
<u>LEGISLATIVE</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	2,075.18	5,074.00	403.70	2,473.24	2,600.76	48.74
SUPPLIES & MATERIALS	1,999.95	5,300.00	257.79	1,570.12	3,729.88	29.62
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	3,563.08	8,030.00	627.03	3,213.15	4,816.85	40.01
CONTRACTUAL SERVICES	2,067.00	3,090.00	150.00	1,104.00	1,986.00	35.73
OTHER CHARGES	4,062.92	17,245.00	1,058.87	4,711.38	12,533.62	27.32
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	13,768.13	38,739.00	2,497.39	13,071.89	25,667.11	33.74
TOTAL LEGISLATIVE	13,768.13	38,739.00	2,497.39	13,071.89	25,667.11	33.74
<u>ORGANIZATIONAL</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	39,777.24	94,430.00	7,996.68	48,137.19	46,292.81	50.98
SUPPLIES & MATERIALS	2,321.11	16,133.00	506.26	6,536.58	9,596.42	40.52
MAINTENANCE & REPAIRS	0.00	5,750.00	245.86	2,200.99	3,549.01	38.28
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	190,596.90	451,130.00	(11,785.07)	211,644.04	239,485.96	46.91
OTHER CHARGES	112,160.05	353,520.00	76,521.37	195,109.58	158,410.42	55.19
CONTINGENCY	0.00	63,150.00	0.00	0.00	63,150.00	0.00
CAPITAL OUTLAY	0.00	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	344,855.30	984,113.00	73,485.10	463,628.38	520,484.62	47.11
TOTAL ORGANIZATIONAL	344,855.30	984,113.00	73,485.10	463,628.38	520,484.62	47.11
<u>CITY MANAGER</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	126,476.72	284,344.00	22,002.99	131,226.72	153,117.28	46.15
SUPPLIES & MATERIALS	3,602.76	5,340.00	485.52	3,085.78	2,254.22	57.79
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	3,594.61	7,700.00	648.79	3,537.40	4,162.60	45.94
CONTRACTUAL SERVICES	113.28	350.00	0.00	159.79	190.21	45.65
OTHER CHARGES	9,020.16	9,140.00	103.74	6,211.84	2,928.16	67.96
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	141,807.53	306,874.00	23,241.04	144,221.53	162,652.47	47.00
TOTAL CITY MANAGER	141,807.53	306,874.00	23,241.04	144,221.53	162,652.47	47.00

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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
<u>CITY SECRETARY</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	32,119.95	71,642.00	5,487.71	33,280.85	38,361.15	46.45
SUPPLIES & MATERIALS	403.01	1,640.00	11.78	481.50	1,158.50	29.36
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	566.02	1,950.00	101.14	513.13	1,436.87	26.31
CONTRACTUAL SERVICES	2,280.00	6,450.00	375.00	956.45	5,493.55	14.83
OTHER CHARGES	14,422.41	26,495.00	2,094.42	9,247.59	17,247.41	34.90
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	49,791.39	108,177.00	8,070.05	44,479.52	63,697.48	41.12
TOTAL CITY SECRETARY	49,791.39	108,177.00	8,070.05	44,479.52	63,697.48	41.12
<u>FINANCE</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	140,047.02	309,115.00	22,870.27	137,983.66	171,131.34	44.64
SUPPLIES & MATERIALS	1,655.10	10,320.00	668.45	1,966.16	8,353.84	19.05
MAINTENANCE & REPAIRS	20,443.35	38,980.00	4,631.28	23,456.62	15,523.38	60.18
OCCUPANCY	2,726.63	7,680.00	553.62	2,780.55	4,899.45	36.21
CONTRACTUAL SERVICES	21,659.56	36,840.00	435.00	26,369.36	10,470.64	71.58
OTHER CHARGES	2,848.68	9,640.00	1,209.97	3,943.39	5,696.61	40.91
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	189,380.34	412,575.00	30,368.59	196,499.74	216,075.26	47.63
<u>METER SERVICE</u>						
PERSONNEL SERVICES	146,091.88	338,302.00	24,865.27	149,324.42	188,977.58	44.14
SUPPLIES & MATERIALS	12,869.46	31,835.00	3,222.86	12,827.20	19,007.80	40.29
MAINTENANCE & REPAIRS	1,195.18	10,500.00	172.80	676.83	9,823.17	6.45
OCCUPANCY	4,449.47	11,640.00	834.63	4,287.76	7,352.24	36.84
CONTRACTUAL SERVICES	3,561.52	10,440.00	1,766.36	5,430.96	5,009.04	52.02
OTHER CHARGES	2,200.89	4,740.00	587.89	1,508.46	3,231.54	31.82
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL METER SERVICE	170,368.40	407,457.00	31,449.81	174,055.63	233,401.37	42.72
TOTAL FINANCE	359,748.74	820,032.00	61,818.40	370,555.37	449,476.63	45.19
<u>HUMAN RESOURCE</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	41,337.08	93,844.00	7,114.38	42,331.18	51,512.82	45.11
SUPPLIES & MATERIALS	451.84	1,675.00	24.85	209.25	1,465.75	12.49
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,304.88	3,320.00	109.42	1,278.20	2,041.80	38.50
CONTRACTUAL SERVICES	11.55	325.00	0.00	39.58	285.42	12.18
OTHER CHARGES	4,542.99	12,629.50	9.34	7,243.86	5,385.64	57.36
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	47,648.34	111,793.50	7,257.99	51,102.07	60,691.43	45.71

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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	47,648.34	111,793.50	7,257.99	51,102.07	60,691.43	45.71
<u>INFORMATION TECHNOLOGY</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	42,086.73	89,214.00	6,656.29	40,273.99	48,940.01	45.14
SUPPLIES & MATERIALS	2,890.87	3,150.00	283.13	2,143.64	1,006.36	68.05
MAINTENANCE & REPAIRS	15,415.74	20,670.00	4,552.77	17,036.75	3,633.25	82.42
OCCUPANCY	3,526.12	7,600.00	540.26	2,425.55	5,174.45	31.92
CONTRACTUAL SERVICES	17,817.85	20,250.00	6,168.75	14,967.00	5,283.00	73.91
OTHER CHARGES	2,481.81	3,960.00	499.74	1,633.80	2,266.20	42.77
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	84,219.12	144,844.00	18,700.94	78,540.73	66,303.27	54.22
TOTAL INFORMATION TECHNOLOGY	84,219.12	144,844.00	18,700.94	78,540.73	66,303.27	54.22
<u>POLICE</u>						
<u>ADMINISTRATION</u>						
PERSONNEL SERVICES	157,495.17	354,151.00	23,573.00	153,672.44	200,478.56	43.39
SUPPLIES & MATERIALS	12,426.95	28,495.00	1,289.80	14,727.82	13,767.18	51.69
MAINTENANCE & REPAIRS	7,327.68	30,367.00	10,814.73	13,749.52	16,617.48	45.28
OCCUPANCY	18,115.05	46,964.00	3,904.42	28,014.56	18,949.44	59.65
CONTRACTUAL SERVICES	95,439.26	192,517.00	54,270.71	103,021.78	89,495.22	53.51
OTHER CHARGES	15,580.71	31,285.00	5,138.44	17,725.28	13,559.72	56.66
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	306,384.82	683,779.00	98,991.10	330,911.40	352,867.60	48.39
<u>CODE ENFORCEMENT</u>						
PERSONNEL SERVICES	21,435.35	48,074.00	3,622.98	22,168.48	25,905.52	46.11
SUPPLIES & MATERIALS	1,060.69	2,600.00	206.34	403.22	2,196.78	15.51
MAINTENANCE & REPAIRS	189.38	300.00	0.00	0.00	300.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	379.70	1,000.00	0.00	380.00	620.00	38.00
OTHER CHARGES	660.78	5,650.00	32.34	64.68	5,585.32	1.14
TOTAL CODE ENFORCEMENT	23,725.90	57,624.00	3,861.66	23,016.38	34,607.62	39.94
<u>EMERGENCY MANAGEMENT</u>						
SUPPLIES & MATERIALS	8.66	800.00	345.37	345.37	454.63	43.17
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
OTHER CHARGES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
CAPITAL OUTLAY	6,802.16	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY MANAGEMENT	6,810.82	2,800.00	345.37	345.37	2,454.63	12.33

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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
<u>POLICE-CID</u>						
PERSONNEL SERVICES	118,552.43	228,707.00	11,157.98	73,226.30	155,480.70	32.02
SUPPLIES & MATERIALS	1,054.20	9,150.00	1,653.58	2,679.03	6,470.97	29.28
MAINTENANCE & REPAIRS	464.19	1,950.00	0.00	105.18	1,844.82	5.39
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	457.12	3,000.00	1,121.50	1,936.77	1,063.23	64.56
OTHER CHARGES	3,014.80	6,120.00	2,173.78	2,473.78	3,646.22	40.42
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE-CID	123,542.74	248,927.00	16,106.84	80,421.06	168,505.94	32.31
<u>POLICE-PATROL</u>						
PERSONNEL SERVICES	484,038.36	1,130,701.00	79,481.75	485,247.93	645,453.07	42.92
SUPPLIES & MATERIALS	34,889.08	70,733.00	10,339.75	26,888.27	43,844.73	38.01
MAINTENANCE & REPAIRS	17,776.45	23,280.00	274.44	13,216.76	10,063.24	56.77
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	5,646.16	9,917.00	1,199.44	5,320.15	4,596.85	53.65
OTHER CHARGES	4,282.74	10,200.00	1,635.41	7,297.98	2,902.02	71.55
CAPITAL OUTLAY	0.00	32,000.00	27,436.00	27,436.00	4,564.00	85.74
TOTAL POLICE-PATROL	546,632.79	1,276,831.00	120,366.79	565,407.09	711,423.91	44.28
<u>ANIMAL SERVICES</u>						
PERSONNEL SERVICES	18,717.12	42,303.00	0.00	9,944.16	32,358.84	23.51
SUPPLIES & MATERIALS	2,006.21	4,950.00	138.80	511.23	4,438.77	10.33
MAINTENANCE & REPAIRS	205.10	1,520.00	1,280.33	1,319.32	200.69	86.80
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	158.02	1,425.00	478.53	478.53	946.47	33.58
OTHER CHARGES	5,000.00	12,720.00	5,000.00	5,150.00	7,570.00	40.49
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	26,086.45	62,918.00	6,897.66	17,403.24	45,514.76	27.66
TOTAL POLICE	1,033,183.52	2,332,879.00	246,569.42	1,017,504.54	1,315,374.46	43.62
<u>FIRE-VOLUNTEER</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	9,718.71	15,000.00	0.00	3,099.52	11,900.48	20.66
SUPPLIES & MATERIALS	40,451.33	57,075.00	3,212.49	35,217.98	21,857.02	61.70
MAINTENANCE & REPAIRS	30,699.16	40,500.00	2,695.54	18,747.99	21,752.01	46.29
OCCUPANCY	18,537.58	34,445.00	2,847.00	23,386.32	11,058.68	67.89
CONTRACTUAL SERVICES	22,118.90	24,000.00	0.00	23,084.52	915.48	96.19
OTHER CHARGES	15,471.01	19,425.00	2,007.74	15,797.49	3,627.51	81.33
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	136,996.69	190,445.00	10,762.77	119,333.82	71,111.18	62.66
TOTAL FIRE-VOLUNTEER	136,996.69	190,445.00	10,762.77	119,333.82	71,111.18	62.66

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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
<u>MUNICIPAL COURT</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	128,740.97	288,912.00	21,082.35	129,461.89	159,450.11	44.81
SUPPLIES & MATERIALS	3,934.30	10,200.00	980.83	5,960.36	4,239.64	58.43
MAINTENANCE & REPAIRS	11,865.77	13,100.00	0.00	12,066.60	1,033.40	92.11
OCCUPANCY	4,731.20	8,950.00	924.82	4,390.35	4,559.65	49.05
CONTRACTUAL SERVICES	11,844.41	24,550.00	1,870.69	10,224.70	14,325.30	41.65
OTHER CHARGES	7,532.39	8,261.00	671.81	4,053.94	4,207.06	49.07
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	168,649.04	353,973.00	25,530.50	166,157.84	187,815.16	46.94
TOTAL MUNICIPAL COURT	168,649.04	353,973.00	25,530.50	166,157.84	187,815.16	46.94
<u>PLANNING & DEVELOPMENT</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	150,758.18	389,223.00	25,476.07	154,161.66	235,061.34	39.61
SUPPLIES & MATERIALS	3,229.01	14,570.00	817.82	2,359.57	12,210.43	16.19
MAINTENANCE & REPAIRS	262.46	1,500.00	0.00	62.04	1,437.96	4.14
OCCUPANCY	3,787.37	10,200.00	744.30	3,753.01	6,446.99	36.79
CONTRACTUAL SERVICES	45,000.97	86,200.00	44,644.51	69,669.58	16,530.42	80.82
OTHER CHARGES	23,264.00	45,175.00	1,545.41	28,728.41	16,446.59	63.59
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	226,301.99	546,868.00	73,228.11	258,734.27	288,133.73	47.31
TOTAL PLANNING & DEVELOPMENT	226,301.99	546,868.00	73,228.11	258,734.27	288,133.73	47.31
<u>HEALTH</u>						
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	35,512.98	71,050.00	17,756.49	35,512.98	35,537.02	49.98
TOTAL 00-NON-PROGRAM	35,512.98	71,050.00	17,756.49	35,512.98	35,537.02	49.98
TOTAL HEALTH	35,512.98	71,050.00	17,756.49	35,512.98	35,537.02	49.98
<u>PUBLIC WORKS</u>						
<u>ADMINISTRATION</u>						
PERSONNEL SERVICES	228,863.12	597,364.00	48,628.36	277,451.51	319,912.49	46.45
SUPPLIES & MATERIALS	23,411.53	83,500.00	8,939.67	35,010.05	48,489.95	41.93
MAINTENANCE & REPAIRS	20,228.57	52,778.00	7,811.68	28,581.12	24,196.88	54.15
OCCUPANCY	7,333.93	15,600.00	1,343.32	7,111.99	8,488.01	45.59
CONTRACTUAL SERVICES	39,590.01	41,550.00	1,381.85	15,098.84	26,451.16	36.34
OTHER CHARGES	37,604.55	68,400.00	5,495.21	34,026.34	34,373.66	49.75
CAPITAL OUTLAY	0.00	117,390.00	45,001.98	45,001.98	72,388.02	38.34
TOTAL ADMINISTRATION	357,031.71	976,582.00	118,602.07	442,281.83	534,300.17	45.29

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CONSTRUCTION MANAGER</u>						
PERSONNEL SERVICES	44,111.58	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	1,404.60	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	463.71	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,124.65	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	1,326.03	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	60.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONSTRUCTION MANAGER	48,490.57	0.00	0.00	0.00	0.00	0.00
<u>RECREATION</u>						
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	398.59	39,500.00	0.00	0.00	39,500.00	0.00
OTHER CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECREATION	398.59	39,500.00	0.00	0.00	39,500.00	0.00
<u>PARKS</u>						
PERSONNEL SERVICES	207,346.56	518,776.00	39,746.27	237,476.49	281,299.51	45.78
SUPPLIES & MATERIALS	17,553.09	40,870.00	3,778.61	17,432.01	23,437.99	42.65
MAINTENANCE & REPAIRS	21,511.50	43,450.00	1,806.08	21,828.41	21,621.59	50.24
OCCUPANCY	23,891.84	65,800.00	4,720.24	30,242.94	35,557.06	45.96
CONTRACTUAL SERVICES	3,886.41	9,880.00	458.48	4,304.29	5,575.71	43.57
OTHER CHARGES	1,498.42	6,550.00	50.90	2,959.64	3,590.36	45.19
CAPITAL OUTLAY	98,382.21	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS	374,070.03	685,326.00	50,560.58	314,243.78	371,082.22	45.85
<u>BUILDING MAINTENANCE</u>						
PERSONNEL SERVICES	68,324.41	156,206.00	11,567.11	72,136.42	84,069.58	46.18
SUPPLIES & MATERIALS	4,077.06	9,100.00	208.53	1,804.73	7,295.27	19.83
MAINTENANCE & REPAIRS	1,931.31	3,600.00	187.59	668.66	2,931.34	18.57
OCCUPANCY	197.94	472.00	22.20	147.86	324.14	31.33
CONTRACTUAL SERVICES	739.39	1,690.00	196.65	1,245.88	444.12	73.72
OTHER CHARGES	0.00	110.00	0.00	0.00	110.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BUILDING MAINTENANCE	75,270.11	171,178.00	12,182.09	76,003.55	95,174.45	44.40
TOTAL PUBLIC WORKS	855,261.01	1,872,586.00	181,344.73	832,529.16	1,040,056.84	44.46

LIBRARY

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>00-NON-PROGRAM</u>						
PERSONNEL SERVICES	221,104.36	508,834.00	37,514.55	227,546.32	281,287.68	44.72
SUPPLIES & MATERIALS	27,836.09	52,420.00	4,054.80	27,826.93	24,593.07	53.08
MAINTENANCE & REPAIRS	4,020.67	11,150.00	1,390.91	5,386.97	5,763.03	48.31
OCCUPANCY	14,410.80	35,020.00	2,798.37	14,158.89	20,861.11	40.43
CONTRACTUAL SERVICES	11,730.30	19,650.00	2,560.00	12,992.80	6,657.20	66.12
OTHER CHARGES	2,836.31	11,370.00	124.38	7,186.58	4,183.42	63.21
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	281,938.53	638,444.00	48,443.01	295,098.49	343,345.51	46.22
TOTAL LIBRARY	281,938.53	638,444.00	48,443.01	295,098.49	343,345.51	46.22
*** TOTAL EXPENSES ***	3,779,682.31	8,520,817.50	798,705.94	3,890,470.59	4,630,346.91	45.66
REVENUES OVER/(UNDER) EXPENDITURES	1,507,799.10	(179,067.00)	(253,623.69)	1,570,732.54	(1,749,799.54)	877.18-

*** END OF REPORT ***

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CHARGES FOR SERVICES</u>						
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
<u>WATER REVENUES</u>						
00-00-4101 WATER SALES-RESIDENTIAL	517,456.34	1,231,950.00	91,662.94	546,526.42	685,423.58	44.36
00-00-4102 WATER SALES-COMMERCIAL	443,466.12	1,007,970.00	76,729.16	479,398.92	528,571.08	47.56
00-00-4103 WATER SALES-PUBLIC AUTH	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4150 PENALTIES	15,932.64	30,000.00	2,180.50	14,600.91	15,399.09	48.67
00-00-4152 WATER TAPPING FEES	900.00	1,000.00	0.00	7,150.00	(6,150.00)	715.00
00-00-4154 WATER SERVICE FEES	15,822.50	26,000.00	1,795.00	7,115.15	18,884.85	27.37
00-00-4155 SANITATION REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4156 OTHER	4,800.00	100.00	0.00	0.00	100.00	0.00
00-00-4161 SPECIAL PROJECT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER REVENUES	998,377.60	2,297,020.00	172,367.60	1,054,791.40	1,242,228.60	45.92
<u>WASTEWATER REVENUES</u>						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	354,169.43	815,330.00	66,747.24	392,963.93	422,366.07	48.20
00-00-4202 WASTEWATER SALES-COMMERCIAL	274,975.71	618,220.00	53,026.71	307,015.44	311,204.56	49.66
00-00-4203 WASTEWATER SALES-PUBLIC AUTHO	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4250 PENALTIES	10,118.25	19,000.00	1,676.74	10,325.61	8,674.39	54.35
00-00-4252 SEWER TAPPING FEES	900.00	1,000.00	0.00	375.00	625.00	37.50
00-00-4253 SEPTIC TANK DUMP FEES	54,722.01	100,000.00	6,137.88	47,796.39	52,203.61	47.80
00-00-4256 OTHER	0.00	100.00	0.00	0.00	100.00	0.00
TOTAL WASTEWATER REVENUES	694,885.40	1,553,650.00	127,588.57	758,476.37	795,173.63	48.82
<u>INTEREST INCOME</u>						
00-00-4400 INTEREST RECEIPTS	792.37	3,200.00	323.91	2,132.40	1,067.60	66.64
00-00-4401 INTEREST RECEIPTS	792.38	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	1,584.75	3,200.00	323.91	2,132.40	1,067.60	66.64
<u>MISCELLANEOUS</u>						
00-00-4501 GRANT PROCEEDS	12,701.68	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	500.00	0.00	0.00	500.00	0.00
00-00-4519 BACKFLOW TESTING COST	95.00	3,000.00	200.00	2,350.00	650.00	78.33
00-00-4522 WORKER'S COMPENSATION REIMB	0.00	500.00	0.00	0.00	500.00	0.00
00-00-4528 CONSERVATION PROGRAM	750.00	100.00	0.00	10.00	90.00	10.00
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	7,070.08	11,000.00	1,740.30	10,280.51	719.49	93.46
00-00-4548 LCRA/WCID	22,828.39	66,000.00	5,041.00	30,757.42	35,242.58	46.60
00-00-4549 DON STEWART/VICTORIA BANK REI	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	43,445.15	81,100.00	6,981.30	43,397.93	37,702.07	53.51

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>TRANSFERS-IN</u>						
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
00-00-4731 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
TOTAL TRANSFERS-IN	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	1,738,292.90	3,934,970.00	307,261.38	1,858,798.10	2,076,171.90	47.24

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>NON-DEPARTMENT</u>						
<u>00-NON-PROGRAM</u>						
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
<u>WATER/WASTEWATER DEPT.</u>						
<u>ADMINISTRATION</u>						
PERSONNEL SERVICES	357,310.03	651,195.00	56,930.59	358,775.79	492,419.21	42.15
SUPPLIES & MATERIALS	23,158.55	54,915.00	6,540.81	22,725.34	32,189.66	41.39
MAINTENANCE & REPAIRS	7,049.66	17,610.00	2,134.18	8,509.16	9,100.84	48.32
OCCUPANCY	9,767.89	19,200.00	2,063.96	10,273.24	8,926.76	53.51
CONTRACTUAL SERVICES	323,088.81	766,120.00	66,913.53	331,105.03	435,014.97	43.22
OTHER CHARGES	13,721.83	32,450.00	2,482.08	13,972.41	18,477.59	43.06
CONTINGENCY	0.00	10,000.00	0.00	0.00	10,000.00	0.00
CAPITAL OUTLAY	36,267.46	65,000.00	0.00	19,880.00	45,120.00	30.58
TRANSFERS OUT	304,999.92	755,000.00	62,916.66	377,499.96	377,500.04	50.00
TOTAL ADMINISTRATION	1,075,364.15	2,571,490.00	199,981.81	1,142,740.93	1,428,749.07	44.44
<u>W/WW DISTRIBUT/COLLECT</u>						
SUPPLIES & MATERIALS	1,947.98	10,600.00	1,839.68	2,967.47	7,632.53	28.00
MAINTENANCE & REPAIRS	98,449.89	166,600.00	18,720.87	95,909.86	80,690.14	51.57
OCCUPANCY	20,901.78	40,000.00	3,680.70	19,645.20	20,354.80	49.11
CONTRACTUAL SERVICES	6,660.95	18,381.00	2,040.90	5,223.35	13,157.65	28.42
OTHER CHARGES	0.00	1,500.00	0.00	0.00	1,500.00	0.00
CAPITAL OUTLAY	4,500.00	2,569.00	0.00	2,569.00	0.00	100.00
TOTAL W/WW DISTRIBUT/COLLECT	132,460.60	239,650.00	26,282.15	116,314.88	123,335.12	48.54
<u>WATER PRODUCTION/TREAT</u>						
SUPPLIES & MATERIALS	6,791.81	23,500.00	3,696.88	10,596.73	12,903.27	45.09
MAINTENANCE & REPAIRS	24,441.29	86,000.00	6,846.18	44,471.46	41,528.54	51.71
OCCUPANCY	38,506.02	80,000.00	6,225.72	39,720.10	40,279.90	49.65
CONTRACTUAL SERVICES	34,791.96	85,300.00	5,060.93	38,484.94	46,815.06	45.12
CAPITAL OUTLAY	29,606.87	0.00	0.00	0.00	0.00	0.00
TOTAL WATER PRODUCTION/TREAT	134,137.95	274,800.00	21,829.71	133,273.23	141,526.77	48.50
<u>WW TREATMENT PLANT</u>						
SUPPLIES & MATERIALS	14,341.73	29,800.00	7,608.44	14,969.59	14,830.41	50.23
MAINTENANCE & REPAIRS	41,929.12	167,100.00	22,672.26	63,878.82	103,221.18	38.23
OCCUPANCY	35,332.51	70,000.00	8,332.91	45,260.11	24,739.89	64.66
CONTRACTUAL SERVICES	33,597.52	57,000.00	5,530.01	27,620.61	29,379.39	48.46
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WW TREATMENT PLANT	125,200.88	323,900.00	44,143.62	151,729.13	172,170.87	46.84
TOTAL WATER/WASTEWATER DEPT.	1,467,163.58	3,409,840.00	292,237.29	1,544,058.17	1,865,781.83	45.28
*** TOTAL EXPENSES ***	1,467,163.58	3,409,840.00	292,237.29	1,544,058.17	1,865,781.83	45.28

FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	271,129.32	525,130.00	15,024.09	314,739.93	210,390.07	59.94

*** END OF REPORT ***

C I T Y O F B A S T R O P

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FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>TAXES & PENALTIES</u>						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	942,279.74	2,312,000.00	112,084.46	947,915.88	1,364,084.12	41.00
TOTAL TAXES & PENALTIES	942,279.74	2,312,000.00	112,084.46	947,915.88	1,364,084.12	41.00
<u>INTEREST INCOME</u>						
00-00-4400 INTEREST EARNED	1,769.26	3,000.00	222.27	1,520.26	1,479.74	50.68
TOTAL INTEREST INCOME	1,769.26	3,000.00	222.27	1,520.26	1,479.74	50.68
<u>INTERGOVERNMENTAL</u>						
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
<u>MISCELLANEOUS</u>						
00-00-4514 MISCELLANEOUS INCOME	0.00	5,232.00	0.00	5,231.96	0.04	100.00
00-00-4529 LCRA HISTORICAL VIDEO GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	5,232.00	0.00	5,231.96	0.04	100.00
** TOTAL REVENUE **	944,049.00	2,320,232.00	112,306.73	954,668.10	1,365,563.90	41.15

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CITY OF BASTROP

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FINANCIAL STATEMENT

AS OF: MARCH 31ST, 2013

501-HOTEL/MOTEL TAX FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>NON-DEPARTMENT</u>						
<u>00-NON-PROGRAM</u>						
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
<u>HOTEL/MOTEL TAX FUND</u>						
<u>00-NON-PROGRAM</u>						
CONTRACTUAL SERVICES	467,424.66	1,173,466.00	73,076.44	688,971.47	484,494.53	58.71
OTHER CHARGES	15,894.56	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	511,839.96	1,174,500.00	97,875.00	587,250.00	587,250.00	50.00
TOTAL 00-NON-PROGRAM	995,159.18	2,392,966.00	170,951.44	1,276,221.47	1,116,744.53	53.33
TOTAL HOTEL/MOTEL TAX FUND	995,159.18	2,392,966.00	170,951.44	1,276,221.47	1,116,744.53	53.33
*** TOTAL EXPENSES ***	995,159.18	2,392,966.00	170,951.44	1,276,221.47	1,116,744.53	53.33
REVENUES OVER/(UNDER) EXPENDITURES	(51,110.18)	(72,734.00)	(58,644.71)	(321,553.37)	248,819.37	442.09

*** END OF REPORT ***