

**NOTICE OF REGULAR MEETING
BASTROP CITY COUNCIL
August 28, 2012 6:15 P.M.**

Pursuant to the Texas Government Code, Chapter 551, the City Council of Bastrop, Texas will hold a regular meeting on **August 28, 2012 at 6:15 p.m.** at Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas and will consider the following matters to wit:

<u>REGULAR MEETING</u>	<u>TAB</u>	<u>PAGE</u>	<u>ORIGINATOR</u>	<u>STATUS</u>
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ANNOUNCEMENTS

1. Call to Order
2. Pledge of Allegiance and Invocation
3. Presentations
4. Proclamation:
 - A. Texting & Driving – It Can Wait Day
5. Announcements

CITY MANAGER INFORMATIONAL UPDATE REPORT: Items for update, discussion and possible action:

- A. Meetings and Events Attended:
 1. Lost Pines Groundwater Conservation District meeting of August 15, 2012.
 2. Bastrop Economic Development Corporation meeting of August 20, 2012.
 3. City Council Special Workshop Meeting of August 21, 2012.
- B. Update on City Projects:
 1. Pecan Street Sewer Line Replacement Project.
 2. Chestnut Street Sidewalk Project.
 3. Water well operations in Fisherman's Park.
 4. Bastrop Power & Light administrative/training building.
 5. Bob Bryant Park Water Facilities Improvements Project.
 6. Proposed Bastrop Art in Public Places: Handbook.
 7. Special events on Main Street during the week.
 8. Hotel/Motel Funding – Variance request from the Bastrop County Historical Society.
 9. Proposed revised Park Ordinance and fees as developed by the Bastrop Parks Board.
 10. Set date for next City Council quarterly meeting.
 11. Update on test drilling and aquifer test program being under taken by R.W. Hardin & Associates.
 12. Creation of a Cultural District.
 13. Splash Pad operations.
 14. Pine Forest Unit #6 Developers Agreement.
 15. Scheduled training for City Boards/Commissions.
- 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. 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.

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.

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|---|-----|----|-----------------|
| A.1 Approval of meeting minutes of August 14 & August 21, 2012. | A.1 | 6 | Teresa Valdez |
| A.2 Re-appointment by Mayor and confirmation by Council of members to the Bastrop Historic Landmark Commission. | A.2 | 23 | Mayor Terry Orr |

A.3 Adoption of an Ordinance granting a zoning district change from SF7, Single Family Residential to AOS, Agriculture Open Space for +/-7.38 acres within the Mozea Rousseau Survey, A-56, located south of Childers Drive in the city limits of Bastrop, Texas and establishing an effective date.	A.3	30	Melissa McCollum
A.4 Adoption of an Ordinance amending the Fairview Cemetery Ordinance No. 2010-27 and providing an effective date.	A.4	36	Karla Stovall
A.5 Approval of Special Event Permit Application submitted by the Bastrop High School Student Council to host "BHS Football Homecoming Parade" on Thursday, September 27, 2012, in downtown Bastrop from College Street to Erhard Field.	A.5	39	Mike Talbot
A.6 Approval of Special Event Permit Application submitted by Bastrop Independent School District (BISD) Intermediate School Parent-Teacher Association (PTA) to host "Monster Dash for Education" on Saturday, October 27, 2012, in Fisherman's Park and throughout downtown.	A.6	47	Mike Talbot
A.7 Approval of Special Event Permit Application submitted by the Hyatt Regency Lost Pines Resort & Spa to host "Hyatt Main Street Event – Texas Travel Industry Association" on Tuesday, September 25, 2012 on North Main Street and Spring Street between Main Street and Water Street.	A.7	61	Mike Talbot

B. PUBLIC HEARINGS:

B.1 Citizen Comments.

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 – Consultations with Attorney

C. OLD BUSINESS

D. NEW BUSINESS

ORDINANCES FOR FIRST READING:

D.1 Consideration, discussion and possible action on approval of the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2012 in accordance with existing statutory requirements; appropriating the various amount herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.	D.1	72	Karla Stovall
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ORDINANCES AND OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION:

D.2 Consideration, discussion and possible action on presentation and acceptance of proposed Bastrop Economic Development Corporation Budget for Fiscal Year 2012-2013.	D.2	81	Dave Quinn
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D.3 Consideration, discussion and possible action on a request from the Bastrop County Historical Society regarding permission to serve alcoholic beverages at an event tentatively scheduled for Monday, September 24, 2012 at the Bastrop County Historical Society Museum and Visitor Center located at 904 Main Street.	D.3	86	Mayor Terry Orr
D.4 Consideration, discussion and possible action on a revision to the Master Drainage Study of the Hunters Crossing Master Plan.	D.4	116	Mike Talbot
D.5 Consideration, discussion and possible action on the City Council casting an official ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.	D.5	117	Teresa Valdez
D.6 Consideration, discussion and possible action on acceptance of Monthly Financial Reports for the period ending of July 31, 2012.	D.6	124	Karla Stovall

E. EXECUTIVE SESSION

E.1 The Bastrop City Council will meet in 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 551.0-74 – Personnel Matters: City Manager.

E.2 The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

F. ADJOURNMENT

CERTIFICATE

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Bastrop, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted the 24th day of August 2012 at 10:00 a.m. Copies of this agenda have been provided to those members of the media requesting such information.

Teresa Valdez

Teresa Valdez, City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL AND COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 512-332-8811. PLEASE PROVIDE FORTY-EIGHT HOURS NOTICE WHEN FEASIBLE.

Confirm time posted: TC

CITY OF BASTROP

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

CITY COUNCIL

DATE SUBMITTED: August 24, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **City Manager informational update report: Items for update, discussion and possible action:**
 - A. Meetings and Events Attended:
 1. Lost Pines Groundwater Conservation District meeting of August 15, 2012.
 2. Bastrop Economic Development Corporation meeting of August 20, 2012.
 3. City Council Special Workshop Meeting of August 21, 2012.
 - B. Update on City Projects:
 1. Pecan Street Sewer Line Replacement Project.
 2. Chestnut Street Sidewalk Project.
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 1. Convention Center Activities.
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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: _____

CITY OF BASTROP

AGENDA ITEM: **A.1****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: August 22, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Approval of meeting minutes of August 14 and August 21, 2012.**
2. Party Making Request: **Teresa Valdez, 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: _____

August 14, 2012

The Bastrop City Council met in regular session on August 14, 2012 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 Joe Beal, Ken Kesselus, Kay Garcia McAnally, 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 Kay Garcia McAnally led the pledges of allegiance to the U.S. and Texas flags. Reverend R.D. Smith led the invocation.

3. PRESENTATIONS

A. CHARACTER EDUCATION – BASTROP STUDENT

Kendall Sayers a Senior at Bastrop High School presented the Character Education character trait “Respect” for the month of August.

B. EMERGENCY SERVICES DISTRICT #2 – GEORGE MARTINEZ

George Martinez, Treasurer of Emergency Services District #2 addressed the Council. Mr. Martinez gave a presentation and update on the Emergency Services District #2.

Ken Kesselus asked if the Emergency Services District #2 receives any assistance from the County and does the Emergency Services District #2 request assistance from the County.

Mr. Martinez replied “No” to Mr. Kesselus’ questions.

Willie DeLaRosa stated he believes the Emergency Services District #2 does not receive nor request any assistance from the County because they are taxing County residents ten cents on a dollar already.

Mayor Orr stated Emergency Services District #2 does not tax City residents.

4. PROCLAMATIONS

There were no proclamations.

5. ANNOUNCEMENTS

Mayor Orr stated that sales tax for the City is 8.2% above where it was last year this month.

Mayor Orr stated he really enjoyed reading the article in the Austin American Statesman concerning the archiving of items from the September 2011 Fire.

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

A. MEETINGS AND EVENTS ATTENDED:

1. RULES COMMITTEE MEETING OF THE LOST PINES GROUNDWATER CONSERVATION DISTRICT ON JULY 30, 2012.
2. UTILITY COMMITTEE MEETING ON AUGUST 1, 2012.
3. ZONING BOARD OF ADJUSTMENT MEETING ON AUGUST 1, 2012.
4. PARKS BOARD MEETING ON AUGUST 2, 2012.
5. CITY COUNCIL BUDGET WORKSHOP ON AUGUST 7, 2012.
6. BASTROP ECONOMIC DEVELOPMENT CORPORATION BUDGET MEETING ON AUGUST 8, 2012.

B. UPDATE ON CITY PROJECTS:

1. PECAN STREET SEWER LINE REPLACEMENT PROJECT.
2. CHESTNUT STREET SIDEWALK PROJECT.
3. WATER WELL OPERATIONS IN FISHERMAN'S PARK.
4. BASTROP POWER & LIGHT ADMINISTRATIVE/TRAINING BUILDING.
5. BOB BRYANT PARK WATER FACILITIES IMPROVEMENTS PROJECT.
6. STREET LIGHT AT 908 WATER STREET.
7. BROKEN WATER SERVICE AT LOT 13 SECTION P-R-3 IN THE PINEY RIDGE SUBDIVISION.
8. SPECIAL CITY COUNCIL MEETING OF AUGUST 21, 2012.
9. PECAN PARK SUBDIVISION.
10. PLANNING AND ZONING COMMISSION MEETING OF JULY 26, 2012.
11. BRUSH PICK-UP IN THE CITY OF BASTROP.
12. SPLASH PARK UPDATE.

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.

Mr. Talbot reviewed Item B.6. Mr. Talbot stated this particular light has been hit over seven times in a couple of years costing the City approximately \$13,000. Mr. Talbot stated if there is no objection from Council the City is going to remove that light.

There was no objection from Council to remove the light at 908 Water Street.

Mr. Talbot reviewed Item B.10. Mr. Talbot stated the Planning and Zoning Commission held a discussion regarding red granite driveways at their July 26, 2012 meeting. Mr. Talbot stated the Draft Minutes from that meeting are included in the City Manager's Report. Mr. Talbot stated the Planning and Zoning Commission's position is that the City's Zoning Ordinance not be amended and that red granite driveways continue to be prohibited in the Old Town Section. Mr. Talbot stated Council has several options at this point: 1) Accept the Planning and Zoning Commission recommendation that the City's Zoning Ordinance not be amended; 2) Council has the right to make an Amendment to the Ordinance – put a notice in the paper, the Planning and Zoning Commission hold a public hearing and Council hold a public hearing; or 3) Council conduct a Workshop Session on this. Mr. Talbot stated this matter has been pending for such a lengthy period of time that it has placed the City's Planning staff in a very difficult position and Council needs to make a decision on it. Mr. Talbot stated that this has been before the Planning and Zoning Commission twice.

Ken Kesselus stated that there had been some comment made that this issue was a political football for Council and he wanted to comment for the record that was not his prospective at all. Mr. Kesselus stated he trusts the Planning and Zoning Commission judgment and he just wanted to make sure the Council had a fair good look at red-granite driveways in the Old Town Section.

Joe Beal stated he did not realize this was a political issue. Mr. Beal stated he would not want to change the Ordinance and follow the Planning and Zoning Commission recommendation. Mr. Beal requested that the next time Gene Kruppa has time to explain the effects of rainfall and such on streets and granite driveways to the Council he be placed on the Agenda to do so.

Mayor Orr stated it was the consensus of Council to agree with the Planning and Zoning Commission recommendation to not amend the City's Zoning Ordinance regarding red granite driveways in the Old Town Section.

Ken Kesselus requested that more descriptive and informative information be included in the mailed Public Hearing Notices to residents.

Dock Jackson asked for a progress report on Gills Branch.

Mr. Talbot stated the City has about 85% of the required easements. Mr. Talbot stated there is an area that the City could go in and work but has not yet begun that because when we were declared a federal disaster due to the fire, if we do the work in advance we cannot get reimbursed.

Joe Beal thanked the City Manager and staff for working with Allied Waste regarding brush pick-up in the City. Mr. Beal stated he personally recommends against the process of dividing the City into quadrants. Mr. Beal stated the City should continue the education process on how residents should request brush pick-up.

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 JULY 24 & AUGUST 7, 2012.

A.2 APPROVAL OF BASTROP MARKETING CORPORATION'S REQUEST FOR REIMBURSEMENT OF EXPENSES.

A.3 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP CEMETERY ADVISORY BOARD.

A.4 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP ZONING BOARD OF ADJUSTMENT & MUNICIPAL SIGN REVIEW BOARD.

A.5 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP PARKS BOARD.

A.6 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP MAIN STREET ADVISORY BOARD.

A.7 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP LIBRARY BOARD.

A.8 RE-APPOINTMENT BY MAYOR AND CONFIRMATION BY COUNCIL OF MEMBERS TO THE BASTROP PLANNING AND ZONING COMMISSION.

A.9 APPROVAL OF REQUEST BY BASTROP FIRE DEPARTMENT TO USE THE INTERSECTION OF MAIN AND CHESTNUT FOR MDA "FILL THE BOOT" ON SEPTEMBER 1, 2012.

A.10 APPROVAL OF REQUESTED AMENDMENT TO SPECIAL EVENTS PERMIT "BURNING PINE 5K & 10k" PREVIOUSLY APPROVED BY CITY COUNCIL ON JULY 24, 2012.

A.11 APPROVAL OF SPECIAL EVENTS PERMIT APPLICATION SUBMITTED BY THE COLORADO RIVER 100 TO HOST "THE COLORADO RIVER 100 RACE" ON FRIDAY, AUGUST 31, 2012 AND SATURDAY, SEPTEMBER 1, 2012 IN FISHERMAN'S PARK.

A.12 APPROVAL OF SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE MAIN STREET MANAGER TO HOST "ALLEY B BASH" ON SATURDAY, SEPTEMBER 22, 2012 IN ALLEY B BETWEEN CHESTNUT AND PINE STREETS.

A.13 APPROVAL OF THE DENIAL OF THE PRELIMINARY PLAT FOR BASTROP GROVE LOCATED EAST OF STATE HIGHWAY 304 IN THE CITY LIMITS OF

BASTROP, TEXAS.

A.14 ADOPTION OF A RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF BASTROP, TEXAS.

City Manager, Mike Talbot stated there is a slight change to Consent Agenda Item A.12. Mr. Talbot stated the name of the organization hosting the event should be listed as the Bastrop Downtown Business Alliance and not the Bastrop Main Street Program.

Joe Beal moved to approve the Consent Agenda with the change as noted by Mr. Talbot. Motion was seconded by Kay Garcia McNally and carried unanimously.

B. PUBLIC HEARINGS:

B.1 PUBLIC HEARING: ON A REQUEST FOR A ZONING DISTRICT CHANGE FROM SF7, SINGLE FAMILY RESIDENTIAL TO AOS, AGRICULTURE OPEN SPACE FOR A +/- 7.38 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, A-56, LOCATED SOUTH OF CHILDERS DRIVE IN THE CITY LIMITS OF BASTROP, TEXAS.

Planning and Development Director, Melissa McCollum addressed the Council. Ms. McCollum stated the 7.38 acres, located within the Pecan Park proposed development, being the 100 foot wide Lower Colorado River Authority (LCRA) electrical easement. Ms. McCollum stated the property is entirely in the LCRA easement and the developer is proposing this area as open space, when the remaining tracts are developed. Ms. McCollum stated currently the property is vacant and is used agriculturally, with parts of the larger tract. Ms. McCollum stated the property is located adjacent to residentially zoned property which currently has no street frontage. Ms. McCollum stated future access could be gained from the extension of Childers Drive, but is not currently constructed. Ms. McCollum stated City Council has approved an amendment to the Thoroughfare Plan to have a collector level street that is proposed to extend from the proposed Schaefer Boulevard (Highway 71 by Wendy's and extend through the owners remaining tract to connect to Childers Drive. Ms. McCollum stated the Pecan Park Final Plat was approved by City Council in November 2005, but has never been recorded. Ms. McCollum stated the 2005 plat designates this property as part of a "reserve tract" which could be re-subdivision in the future once the plat is recorded. Ms. McCollum stated the property owner is working with staff to either record his "approved but not recorded" Final Plat or re-plat the entire property. Ms. McCollum stated the AOS, Agricultural and Open Space District is designed to permit the use of land for the propagation and cultivation of crops and similar uses of vacant land. Ms. McCollum stated single family uses on large lots are also appropriate for this district. Ms. McCollum stated this district also contains open space, which is generally under the control of the public and usually used for parks and recreational area. Ms. McCollum stated the LCRA electrical easement is only 100' wide and does not meet the minimum lot width for AOS lots. Ms. McCollum stated the owner/applicant is requesting a zoning change to AOS, Agricultural Open Space District. Ms. McCollum stated staff has not seen a final proposed layout or design of the proposed development for this area and staff is not certain if this area is to be dedicated to the City, remain private open space, or any other public/private use. Ms. McCollum stated the applicant has represented that this acreage could potentially be maintained by private Home Owners Association, but to change the zoning without a master plan seems premature. Ms. McCollum stated the Planning and Zoning Commission conducted the public hearing on July 26,

2012 and voted 5-2 to recommend approval of the zoning change from SF-7, Single Family-7 to AOS, Agricultural/Open Space.

Ken Kesselus noted that two Planning and Zoning Commission members voted against the requested zoning change. Mr. Kesselus stated that one of those members told him they were just sick and tired of this because it is has been going on for seven or eight years now and the Final Plat is still not filed and recorded.

Discussion was held among Council, Ms. McCollum and Mr. Talbot.

Lynn Alderson, applicant, addressed the Council. Mr. Alderson called the Council's attention to the conceptual plan that shows how they conceive the LCRA easement being used.

Mr. Alderson stated the easement would be used as a buffer between single family residential and multi-family residential. Mr. Alderson stated the developers feel this could be used as a marketing tool and would benefit the City's trail system.

Joe Beal asked Mr. Talbot if he had any real heartburn with this request.

Mr. Talbot stated this clearly identifies buffers between single family residential and multi-family residential.

There were no public comments.

B.2 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF THE FIRST READING OF A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A ZONING DISTRICT CHANGE FROM SF7, SINGLE FAMILY RESIDENTIAL TO AOS, AGRICULTURE OPEN SPACE FOR +/-7.38 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, A-56, LOCATED SOUTH OF CHILDERS DRIVE IN THE CITY LIMITS OF BASTROP, TEXAS AND ESTABLISHING AN EFFECTIVE DATE.

Mayor Orr read the caption of the Ordinance.

Ken Kesselus stepped away from the dias and Council Chambers before the vote was taken.

Joe Beal moved to approve the Ordinance and place on the Consent Agenda of the next regularly scheduled Council meeting for the second reading. Motion was seconded by Kay Garcia McAnally. Motion carried 4:0.

FOR MOTION: Joe Beal, Kay Garcia McAnally, Willie DeLaRosa and Dock Jackson.

Ken Kesselus returned to the dias.

B.3 CITIZEN COMMENTS.

Debbie Moore addressed the Council. Mr. Moore stated Andrew Disney who is the director of the independent film "Searching for Sonny" will be meeting with high school students from the Performing Arts Center on Thursday, August 23, 2012.

C. OLD BUSINESS

D. NEW BUSINESS

ORDINANCES FOR FIRST READING:

D.1 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF AN ORDINANCE AMENDING THE FAIRVIEW CEMETERY ORDINANCE NO. 2010-27 AND PROVIDING AN EFFECTIVE DATE.

Chief Financial Officer Karla Stovall addressed the Council. Ms. Stovall recommended a correction for clarification to the proposed Ordinance included in the Agenda packet. Ms. Stovall called the Council's attention to the proposed corrected Ordinance which removes the verbiage "and county clerk's office" from the sentence following the asterisk listed under "Cost". Ms. Stovall stated that if the county clerk's office increases the filing fee, the City would have to increase their fee for filing. Ms. Stovall stated the Cemetery under Ordinance 2010-27 currently charges a fee of \$600 for Operations and Maintenance and \$400 for Permanent Care for a total of \$1,000 per plat. Ms. Stovall stated the Ordinance that is proposed will allocate the \$1,000 plat fee to Operations and Maintenance. Ms. Stovall stated funds within a Permanent Care Fund cannot be touched or used, except for the interest. Ms. Stovall stated in order to keep the Fairview Cemetery self-sufficient and not require supplemental funding from the General Fund, the Finance Department requests your approval of the revised fee schedule.

Ken Kesselus asked that it be put in the record that he would not object to raising the amount for sale of plots, but the business approach would be if we buy land, can we sell enough plots to pay for the land.

Discussion was held among Council and Ms. Stovall.

Dock Jackson moved to approve the first reading of the Ordinance and have it placed on the Consent Agenda of the next regularly scheduled Council Meeting for the second reading. Seconded by Ken Kesselus and carried unanimously.

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

D.2 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO APPROVE A FINAL PLAT FOR PURCELL POINTE BEING APPROXIMATELY 3.406 ACRES OF LAND IN THE CITY LIMITS OF BASTROP, TEXAS.

Planning and Development Director, Melissa McCollum addressed the Council. Ms. McCollum stated the layout of lots represents a change from the Final Plat approved by City Council on December 13, 2011. Ms. McCollum stated the owner wishes to divide his +/- 3.40 tract into three lots. Ms. McCollum stated the entire property is zoned C-2, Commercial and once platted, is proposed for a variety of commercial developments. Ms. McCollum stated currently a Popeye's is proposed for lot 2. Ms. McCollum stated the three lots will share access to Highway 71 and Emile Street. Ms. McCollum stated staff supports the Purcell Pointe Subdivision provided that the maintenance agreement for all common areas and completion of the Phase 1

Public Utility and Drainage Plans, Phase 2 Public Utility Plans and Phase 1 Site Development plans are resolved/finalized prior to recordation. Ms. McCollum stated staff recommends approval of the Final Plat.

Jacob Villarreal, engineer for the applicant, addressed the Council. Mr. Villarreal stated the drainage is designed not to cause any issues downstream.

Discussion was held among Council, Ms. McCollum and Mr. Talbot.

Willie DeLaRosa asked if the City's engineer is in agreement with the drainage plan.

Mr. Talbot stated he would make a note to meet with Ms. Gilpin, the City's engineer and Ms. McCollum to verify that they are comfortable with the drainage plan and if not he will bring it back to Council.

Reverend R.D. Smith addressed the Council. Reverend Smith voiced concerns in regard to the detention pond and standing water.

Joe Beal moved to approve the Final Plat for Purcell Pointe provided that the maintenance agreement for all common areas and completion of the Phase 1 Public Utility and Drainage Plans, Phase 2 Public Utility Plans, Phase 1 Site Development plans are resolved/finalized prior to recordation and the City Manager's review with the City Engineer Charlotte Gilpin and City Planning and Development Director Melissa McCollum are in agreement with the drainage plan. Motion was seconded by Ken Kesselus and carried unanimously.

D.3 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON FUNDING LEVEL ALLOCATION TO ENTITIES REQUESTING COMMUNITY SUPPORT FUNDING FOR FISCAL YEAR 2012-2013.

Chief Financial Officer Karla Stovall addressed the Council. Ms. Stovall called the Council's attention to the spreadsheet identifying the Fiscal Year 2011-2012 Community Support Funding approved, the Fiscal Year 2012-2013 Funding Requests and the Fiscal Year 2012-2013 City Council Average (copy attached).

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CITY OF BASTROP
FY 2013 HOT FUNDING REQUEST FORM

Organization	FY 2011-2012 FUNDING APPROVED	FY 2012-2013		
		FUNDING REQUEST	CITY COUNCIL AVERAGE	PROPOSED FUNDING
Bastrop Association for the Arts	\$ 8,700	\$ 13,000	\$ 8,200	
Bastrop Chamber of Commerce	\$ 52,000	\$ 75,800	\$ 54,100	
Bastrop Downtown Business Alliance	\$ 54,000	\$ 57,100	\$ 52,400	
Bastrop Fine Arts Guild	\$ 7,600	\$ 10,000	\$ 7,800	
Bastrop Historical Society	\$ 13,200	\$ 25,500	\$ 16,000	
Bastrop Homecoming Committee	\$ 15,500	\$ 30,000	\$ 17,000	
Bastrop Juneteenth Committee	\$ 3,800	\$ 5,000	\$ 4,400	
Bastrop Old Town Visitor's Center	\$ 54,500	\$ 78,820	\$ 55,000	
Bastrop Opera House	\$ 50,500	\$ 65,000	\$ 50,000	
Boys & Girls Club of Bastrop County	\$ -	\$ 5,000	\$ 1,900	
Family Crisis Center	\$ 1,800	\$ 1,500	\$ 1,300	
Keep Bastrop County Beautiful	\$ 3,800	\$ 10,000	\$ 4,700	
Lone Star Relays, LLC	\$ -	\$ 15,000	\$ -	
Upstart, Inc.	\$ 12,200	\$ 34,400	\$ 10,700	
YMCA of Austin	\$ -	\$ 20,000	\$ -	
Other-Organizations not requesting Funding for 2010	\$ 6,400	\$ -		
Total	\$ 283,500	\$ 446,120	\$ 283,500	

Mayor Terry Orr stated the Council needs to fill in the last column of the spreadsheet which is the Fiscal Year 2012-2013 proposed funding.

Ken Kesselus moved that the Council's Average amounts be placed in the Proposed Funding column with two-thirds of the money coming from the Bastrop Power & Light budget and one-third coming from the General Fund.

Discussion was held among Council.

Ken Kesselus moved to amend his motion that 90% of the money come from the Bastrop Power & Light Budget and 10% come from the General Fund.

Motion was seconded by Kay Garcia McAnally.

Discussion was held among Council.

City Secretary, Teresa Valdez called roll for the vote:

FOR MOTION: Ken Kesselus and Kay Garcia McAnally.

AGAINST MOTION: Willie DeLaRosa, Joe Beal and Dock Jackson.

Motion failed 2:3.

Dock Jackson stated that there seems to be some disparities in the Council average. Mr. Jackson stated there are allocations ranging from \$800 to \$18,000 and that is a lot of disparity.

Joe Beal moved to approve the Council's average amounts to be placed in the Proposed Funding column for the City's Fiscal Year 2012-2013 Budget, and that the Council instruct the Utility

Committee to look at possible sources of funding for the Community Services funded and report back to Council and if possible do it this budget cycle. Motion was seconded by Willie DeLaRosa. Motion carried 5:1.

FOR MOTION: Joe Beal, Willie DeLaRosa, Kay Garcia McAnally and Ken Kesselus.

AGAINST MOTION: Dock Jackson.

D.4 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE PRELIMINARY FUNDING LEVEL ALLOCATION TO ENTITIES REQUESTING HOTEL MOTEL FUNDING FOR THIS FISCAL YEAR 2012-2013.

Chief Financial Officer Karla Stovall addressed the Council. Ms. Stovall called the Council's attention to the spreadsheet identifying the Hotel Motel Funding for Fiscal Year 2011-2012 approved, the Fiscal Year 2012-2013 Funding Requests and the Fiscal Year 2012-2013 City Council Average (copy attached).

CITY OF BASTROP
FY 2013 HOT FUNDING REQUEST FORM

Organization	FY 2011-2012 FUNDING APPROVED	FY 2012-2013		
		FUNDING REQUEST	CITY COUNCIL AVERAGE	PROPOSED FUNDING
Bastrop Association for the Arts	\$ 8,700	\$ 13,000	\$ 8,200	
Bastrop Chamber of Commerce	\$ 52,000	\$ 75,800	\$ 54,100	
Bastrop Downtown Business Alliance	\$ 54,000	\$ 57,100	\$ 52,400	
Bastrop Fine Arts Guild	\$ 7,600	\$ 10,000	\$ 7,800	
Bastrop Historical Society	\$ 13,200	\$ 25,500	\$ 16,000	
Bastrop Homecoming Committee	\$ 15,500	\$ 30,000	\$ 17,000	
Bastrop Juneteenth Committee	\$ 3,800	\$ 5,000	\$ 4,400	
Bastrop Old Town Visitor's Center	\$ 54,500	\$ 78,820	\$ 55,000	
Bastrop Opera House	\$ 50,500	\$ 65,000	\$ 50,000	
Boys & Girls Club of Bastrop County	\$ -	\$ 5,000	\$ 1,900	
Family Crisis Center	\$ 1,300	\$ 1,500	\$ 1,300	
Keep Bastrop County Beautiful	\$ 3,800	\$ 10,000	\$ 4,700	
Lone Star Relays, LLC	\$ -	\$ 15,000	\$ -	
Upstart, Inc.	\$ 12,200	\$ 34,400	\$ 10,700	
YMCA of Austin	\$ -	\$ 20,000	\$ -	
Other-Organizations not requesting funding for 2010	\$ 6,400	\$ -		
Total	\$ 283,500	\$ 446,120	\$ 283,500	

Mayor Terry Orr stated the Council needs to fill in the last column of the spreadsheet which is the Fiscal Year 2012-2013 preliminary proposed funding.

Discussion was held among Council.

Ken Kesselus moved to approve the Council's average amounts to be placed in the Preliminary Proposed Funding column for inclusion in the City's Fiscal Year 2012-2013 budget. Motion was seconded by Willie DeLaRosa. Motion carried 4:0.

FOR MOTION: Ken Kesselus, Willie DeLaRosa, Kay Garcia McAnally and Joe Beal.

ABSTAIN: Dock Jackson.

D.5 CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF MONTHLY FINANCIAL REPORTS & QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING OF JUNE 30, 2012.

Finance Director, Karla Stovall presented the monthly Financial Reports and Quarterly Investment Report for the period ending June 30, 2012. Ms. Stovall reviewed the report.

Brief discussion was held among Council and Ms. Stovall.

Mayor Orr stepped away from the dias and Council Chambers. Mayor Pro-Tem Joe Beal acted as Chair.

Willie DeLaRosa moved to accept the monthly Financial Reports and Quarterly Investment Report for the period ending June 30, 2012. Motion was seconded by Kay Garcia McAnally and carried unanimously.

E. EXECUTIVE SESSION:

E.1 THE BASTROP CITY COUNCIL WILL MEET IN 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 551.074 – PERSONNEL MATTERS: CITY MANAGER.
3. SECTION 551.072 – DELIBERATIONS ABOUT REAL PROPERTY: DISPOSITION OF CITY PROPERTY.

At 8:23 p.m., Mayor Pro-Tem Joe Beal 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 551.074 – Personnel Matters: City Manager.
3. Section 551.072 – Deliberations About Real Property: Disposition of City Property.

Mayor Orr returned to the dias.

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 9:47 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.

No action was taken.

F. ADJOURNMENT

At 9:48 p.m., Dock Jackson moved to adjourn. Seconded by Willie DeLaRosa and carried unanimously.

APPROVED:

ATTEST:

Terry Orr, Mayor

Teresa Valdez, City Secretary

August 21, 2012

The Bastrop City Council met in Special Workshop Meeting on Tuesday, August 21, 2012 at 6:15 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Terry Orr and Council Members Joe Beal, Willie DeLaRosa, Ken Kesselus and Kay Garcia McAnally.

1. CALL TO ORDER

At 6:15 p.m., Mayor Terry Orr called the meeting to order with all members present, with the exception of Dock Jackson who was out of town.

2. EXECUTIVE SESSION – THE BASTROP CITY COUNCIL WILL MEET IN A CLOSED/EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE, CHAPTER 551, TO DISCUSS THE FOLLOWING:

- A. 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.

At 6:17 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:

- A. 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.

Joe Beal left the Executive Session at 6:47 p.m.

3. THE BASTROP CITY COUNCIL WILL ADJOURN EXECUTIVE SESSION AND RECONVENE INTO SPECIAL SESSION TO TAKE ANY NECESSARY ACTION(S).

At 7:04 p.m., Mayor Orr reconvened the Bastrop City Council into Special Session to take any necessary action(s).

No action was taken.

4. CONSIDERATION, DISCUSSION AND POSSIBLE ACTION APPROVING A CONSTRUCTION/DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP AND THE PINE FOREST INVESTMENT GROUP, L.L.C. REGARDING THE PINE FOREST SUBDIVISION UNIT #6.

City Manager Mike Talbot stated that pursuant to Council direction staff has been working with Pine Forest Development Group on a construction/development agreement. Mr. Talbot stated an

Agreement has been reached and City Attorney J.C. Brown will be reviewing the Agreement with Council.

City Attorney J.C. Brown addressed the Council. Ms. Brown stated the Council received a copy of the Construction/Development Agreement in their Agenda packets and she will review some of the high points. Ms. Brown stated staff believes that this Agreement meets the City's needs as well as the Developer's needs. Ms. Brown stated that within 90 days after the execution of this Agreement the Developer will provide a Master Drainage Plan to the City. Ms. Brown stated the development will occur in four phases over a period of time. Ms. Brown briefly reviewed each phase. Ms. Brown stated there is one section of the development that remains in question due to some topographical problems and that will be addressed after the Master Drainage Plan is received. Ms. Brown stated that street alignment and construction will also be done in phases. Ms. Brown stated there are two corrections which need to be made to the Agreement: 1) On Page 6 Section 2.10 there is a reference to "Exhibit E" and this should state "Exhibit F", and instead of the verbiage "until the engineered drawing plans for water, wastewater, utilities, drainage and roadways are submitted pursuant to paragraph 1.2.E. is complete," it should state "when the engineered drawing plans for water, wastewater, utilities, drainage and roadways are submitted to the City and approved by the City Engineer,....."; and 2) Exhibit G should be titled "Parcels Under Contract" and not "Development Parcels".

Mr. Talbot stated he concurred with Ms. Brown's suggested changes. Mr. Talbot stated Council could approve the Agreement tonight with the changes suggested by Ms. Brown.

Mayor Orr asked Mr. Robert Leffingwell, President of Pine Forest Investment Group, L.L.C., if he was in concurrence with this Agreement and Ms. Brown's suggested changes.

Mr. Robert Leffingwell addressed the Council and stated that he was in concurrence with the Agreement and Ms. Brown's suggested changes.

Ken Kesselus moved to approve the Construction/Development Agreement contingent upon the language changes recommended by City Attorney J.C. Brown. Motion was seconded by Kay Garcia McAnally and carried unanimously.

5. WORKSHOP SESSION – THE BASTROP CITY COUNCIL WILL CONVENE INTO A WORKSHOP SESSION TO DISCUSS:

- A. 2012-2013 BUDGET – A REVIEW AND DISCUSSION WITH THE CITY MANAGER REGARDING FISCAL YEAR 2013 BUDGET FOR THE CITY OF BASTROP.

At 7:20 p.m., Mayor Orr convened the Bastrop City Council into a workshop session to discuss:

- A. 2012-2013 Budget – A review and discussion with the City Manager regarding Fiscal Year 2013 Budget for the City of Bastrop.

City Manager, Mike Talbot distributed copies of two letters the Mayor had received regarding requests for funding. Mr. Talbot stated the first letter received was from CAMPO and the City currently funds participation in CAMPO. Mr. Talbot stated Melissa McCollum, Planning and Development Director, is very active in this organization and thinks there is a benefit to the City for the minimum funding of \$400.

Mayor Orr stated his purpose in asking Mr. Talbot to present this to Council is to give Council an opportunity to decide whether to continue funding these two organizations.

Mr. Talbot stated the second letter received was from Envision Central Texas. Mr. Talbot stated as the Council may recall, a couple of years ago the Executive Director and Chair of Envision Central Texas came before the Council and requested the City become a member of Envision Central Texas. Mr. Talbot stated at that time Council chose to become a member. Mr. Talbot stated staff has not been as active as they could have been and has not participated at full capacity because of workload. Mr. Talbot stated Ms. McCollum has asked to be allowed to become more involved.

Melissa McCollum, Planning and Development Director, addressed the Council. Ms. McCollum stated both organizations, CAMPO and Envision Central Texas are great organizations. Ms. McCollum stated CAMPO is connected with CAPCOG and CAMPO is the regional agency that deals with transportation. Ms. McCollum stated Envision Central Texas covers a five county area and helps out with regional education on regional planning.

Mayor Orr stated there is a third organization requesting funding through membership and that organization is the Clean Air Force.

Mr. Talbot stated a representative of the Clean Air Force had given a presentation to the Council last year and the Council had decided to fund the organization last year.

Ms. McCollum stated the Clean Air Coalition is part of CAPCOG and the Clean Air Force is an independent group.

Discussion was held among Council and Mr. Talbot.

It was the consensus of Council that CAMPO and Envision Central Texas funding be included in the Fiscal Year 2012-2013 Budget and if the City receives a request from the Clean Air Coalition Mr. Talbot will bring that request to Council.

Mr. Talbot stated the Council had received his budget information at the two previous Budget Workshops, so tonight he was here to address any Council questions.

Kay Garcia McAnally stated she was interested in the Council finding money for people who have hard times paying their utility bills.

Mr. Talbot stated the Utility Committee will be looking at that.

Ken Kesselus asked if any adjustments will be made to the Community Services funding and Hotel Occupancy Tax funding other than what the Council approved at the August 14, 2012 meeting.

Mr. Talbot stated the amounts which Council had approved at the August 14, 2012 meeting were the amounts that were going into the Fiscal Year 2012-2013 Budget.

Mr. Talbot stated the Council does have another Budget Workshop scheduled for September 4, 2012 and he will coordinate with the Mayor if that meeting will be necessary.

It was the consensus of Council to remove the September 4, 2012 Budget Workshop meeting from the Council Meeting Calendar.

6. THE BASTROP CITY COUNCIL WILL ADJOURN WORKSHOP SESSION AND RECONVENE INTO SPECIAL SESSION TO TAKE ANY NECESSARY ACTION(S).

At 7:40 p.m., the Bastrop City Council adjourned workshop session and reconvened into special session to take any necessary action(s).

No action was taken.

7. EXECUTIVE SESSION – THE BASTROP CITY COUNCIL WILL MEET IN A CLOSED/EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE, CHAPTER 551.086 (CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS) TO DISCUSS THE FOLLOWING:

A. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS – BASTROP POWER AND LIGHT BUDGET 2012-2013.

8. THE BASTROP CITY COUNCIL WILL ADJOURN EXECUTIVE SESSION AND RECONVENE INTO SPECIAL SESSION TO TAKE ANY NECESSARY ACTION(S).

No Executive Session was held.

9. ADJOURN

At 7:42 p.m., Willie DeLaRosa moved to adjourn. Seconded by Ken Kesselus 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: August 15, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Re-appointment by Mayor and confirmation by Council of Members to the Bastrop Historic Landmark Commission.**

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

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

Per Ordinance No. 2012-13 adopted by the Council on June 26, 2012 the Members of the Bastrop Historic Landmark Commission “drew lots” to determine the number of years of service for each place.

Each Member of the Bastrop Historic Landmark Commission has submitted a letter requesting re-appointment to their respective Member Place. Those letters are included in the Agenda packet.

Members being re-appointed and their terms are:

Place 1	Christine Cartwright	3 year term
Place 2	VACANT	1 year term
Place 3	Susan Long	3 year term
Place 4	Vacant	2 year term
Place 5	Lisa Patterson	1 year term
Place 6	Lisa Dougherty	1 year term
Place 7	Marilyn Whites	2 year term

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: _____

August 15, 2012

Mayor Terry Orr
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mayor Orr:

Please accept this letter as my official notice informing you that I, Christine Cartwright, am interested in being re-appointed to the Historical Landmark Commission, Place 1 for a term of 3 years.

If you have questions or require additional information, you may contact me at this address and/or phone number below.

Sincerely,

A handwritten signature in cursive script, reading "Christine Cartwright".

Christine Cartwright
1402 Church St
Bastrop, TX 78602
512.303.9819

August 15, 2012

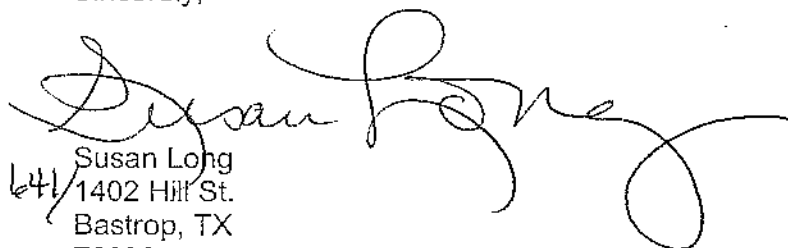
Mayor Terry Orr
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mayor Orr:

Please accept this letter as my official notice informing you that I, Susan Long am interested in being re-appointed to the Historic Landmark Commission, Place 3 for a term of 3 years.

If you have questions or require additional information, you may contact me at this address and/or phone number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Long". The signature is fluid and cursive, with a large loop at the end.

P.O. Box 641
Susan Long
1402 Hill St.
Bastrop, TX
78602
512.321.2679

August 15, 2012

Mayor Terry Orr
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mayor Orr:

Please accept this letter as my official notice informing you that I, Lisa Patterson, am interested in being re-appointed to the Historical Landmark Commission, Place 5 for a term of 1 year.

If you have questions or require additional information, you may contact me at this address and/or phone number below.

Sincerely,

A handwritten signature in black ink that reads "Lisa Patterson". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping underline.

Lisa Patterson
1002 Buttonwood St.
Bastrop, TX
78602
512. 303.4960

August 15, 2012

Mayor Terry Orr
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mayor Orr:

Please accept this letter as my official notice informing you that I, Lisa Dougherty, am interested in being re-appointed to the Historic Landmark Commission, Place 6 for a term of 1 year.

If you have questions or require additional information, you may contact me at this address and/or phone number below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa", with a small horizontal line above the "i".

Lisa Dougherty
1101 Pecan St.
Bastrop, TX
78602
512.303.5621

August 15, 2012

Mayor Terry Orr
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mayor Orr:

Please accept this letter as my official notice informing you that I, Marilyn Whites, am interested in being re-appointed to the Historical Landmark Commission, Place 7 for a term of 2 years.

If you have questions or require additional information, you may contact me at this address and/or phone number below.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Whites". The signature is written in dark ink and is positioned above the printed contact information.

Marilyn Whites
1802 Main St.
Bastrop, TX
78602
512.303.5857

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 8, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Adoption of an Ordinance granting a zoning district change from SF7, Single Family Residential to AOS, Agriculture Open Space for +/- 7.38 acres within the Mozea Rousseau Survey, A-56, located south of Childers Drive in the city limits of Bastrop, Texas and establishing an effective date.**

2. Party Making Request: **DM Park Pecan Park Associates, LTD, Duke McDowell**

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

4. Policy Implication: _____

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

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

8. Staff Recommendation: **Staff recommends the denial or further explanation of the reasons why AOS is appropriate. Again staff is supportive of open space areas, but does not understand the need for a zoning change at this time.**

Staff supports the idea of preserving open space and easements from being developed, but the AOS for an electrical easement at this time seems arbitrary. The applicant has represented that this acreage could potentially be maintained by private Home Owners Association, but to change the zoning without a master plan seems premature.

9. Advisory Board Recommendation: XXXX Approved _____ Disapproved _____ None

The Planning and Zoning Commission conducted the public hearing on July 26, 2012 and voted 5-2 (5- Koch, Schroeder, Winston, Moore and Kindred to 2-Patterson and Kosser) to recommend approval of the zoning change from SF-7, Single Family-7 to AOS, Agriculture Open Space for +/-7.38 acres within the Mozea Rousseau Survey, A-56, located south of Childers Drive within the City limits of Bastrop, Texas.

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

11. Action Taken: _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE FROM SF7, SINGLE FAMILY RESIDENTIAL TO AOS, AGRICULTURE OPEN SPACE FOR +/- 7.38 ACRES WITHIN THE MOZEA ROUSSEAU SURVEY, A-56, LOCATED SOUTH OF CHILDERS DRIVE IN THE CITY LIMITS OF BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, DM Pecan Park Associates, LTD, Duke McDowell (hereinafter referred to as "Applicant") submitted a request for a zone change from SF7, Single Family Residential to AOS, Agriculture Open Space for +/- 7.38 acres within the Mozea Rousseau Survey, A-56, located south of Childers Drive in the city limits of Bastrop, Bastrop County, Texas, hereinafter referred to as "the Property"; and

WHEREAS, A copy of the metes and bounds and a location map, is included as Exhibit A; and

WHEREAS, the Property is currently zoned as SF7, Single Family Residential; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning request was given to all property owners located within two hundred feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the Applicant's rezoning request July 26, 2012; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended an AOS, Agriculture Open Space zoning designation for the Property; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on August 14, 2012 to consider the Applicant's request to rezone the Property to AOS, Agriculture Open Space; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds that it is in the public interest to approve the rezoning of the Property currently zoned as SF7, single Family Residential to AOS, Agriculture Open Space.

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

Part 1: The Property, being more particularly described as +/- 7.38 acres within the Mozea Rousseau Survey, A-56, located south of Childers Drive in the city limits of Bastrop, Bastrop County, Texas, as shown on Exhibit "A", shall and is hereby rezoned from its prior designation SF7, Single Family Residential to AOS, Agriculture Open Space.

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

READ and ACKNOWLEDGED on First Reading on the 14th day of August 2012.

READ and APPROVED on the Second Reading on the 28th day of August 2012.

APPROVED:

ATTEST:

Terry Orr
Mayor

Teresa Valdez
City Secretary

STATE OF TEXAS
COUNTY OF BASTROP

7.38 ACRES – PARCEL K
MOZEA ROUSSEAU
SURVEY, A-56

DESCRIPTION

DESCRIPTION OF A 7.38 ACRE TRACT OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, A-56, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND CALLED TO BE 189.952 ACRES, CALLED TRACT A-1, AND A PORTION OF A TRACT OF LAND CALLED TO BE 20.019 ACRES, CALLED TRACT B-1, BOTH DESCRIBED IN A DEED TO DM PECAN PARK ASSOCIATES, LTD, OF RECORD IN VOLUME 1482, PAGE 70, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 7.38 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with cap marked "LCRA" found in the south line of Lot 1, Block B, *Beck, N.H.P., & Prokop Subdivision, Section One*, a subdivision of record in Cabinet 3, Page 181B – 182A, of the Plat Records of Bastrop County, Texas, at the northeast corner of a tract of land called to be 2.798 acres, conveyed to the Lower Colorado River Authority, in Volume 1314, Page 30, of the Official Public Records of Bastrop County, Texas, described in Volume 1132, Page 490, of the Official Public Records of Bastrop County, Texas, said iron rod being a northwest corner of said 189.952 acre tract;

THENCE, S 02° 10' 25" E, with the east line of said 2.798 acre tract, and a west line of said 189.952 acre tract, same being the west line of Parcel G, surveyed this date, 105.26 feet to a point at the northwest corner of a one hundred foot (100') wide Electric Easement of record in Volume C, Page 417, of the Court Minutes of Bastrop County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 78° 16' 53" E across said 189.952 acre tract and said 20.019 acre tract, with the northerly line of said 100 foot wide Electric Easement, same being the southerly line of said Parcel G, at 1647.31 feet, passing the southeast corner of said Parcel G, same being the southeast corner of Parcel H, surveyed this date, and continuing with the southerly line of said Parcel H for a total distance of 3226.88 feet to a point in the westerly line of Perkins Street, for the southeast corner of said Parcel H, and the northeast corner of the herein described tract; from said point, a 3/8 inch iron rod found for the northeast corner of said 20.019 acre tract bears N 10° 31' 45" E, 903.75 feet;

THENCE, S 10° 31' 45" W, across said 100 foot wide electric easement, with the westerly line of said Perkins Street, 100.02 feet to a point for the southeast corner of the herein described tract; from said point, an iron rod with cap marked "1753" found at an angle in the easterly line of said 20.019 acre tract, and the westerly line of said Perkins Street, bears S 10° 31' 45" W, 40.23 feet;

THENCE, N 78° 16' 53" W, across said 20.019 acre tract and said 189.952 acre tract, with the southerly line of said 100 foot wide electric easement, 3204.23 feet to a point in the east line of said Lower Colorado River Authority tract, for the southwest corner of the herein described tract; from said point, an iron rod with cap marked "LCRA" found bears S 02° 01' 25" E, 117.05 feet;

THENCE, N 02° 10' 25" W, with the east line of said Lower Colorado River Authority tract, 103.01 feet to the POINT OF BEGINNING containing 7.38 acres of land within these metes and bounds.

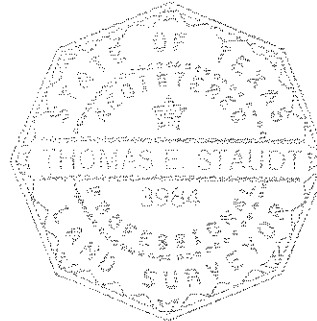
Description accompanied by sketch.

Surveyed by: *Staudt Surveying, Inc.*

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236



A handwritten signature in dark ink, appearing to read "Th E Staudt".

Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

9/15/11

Date

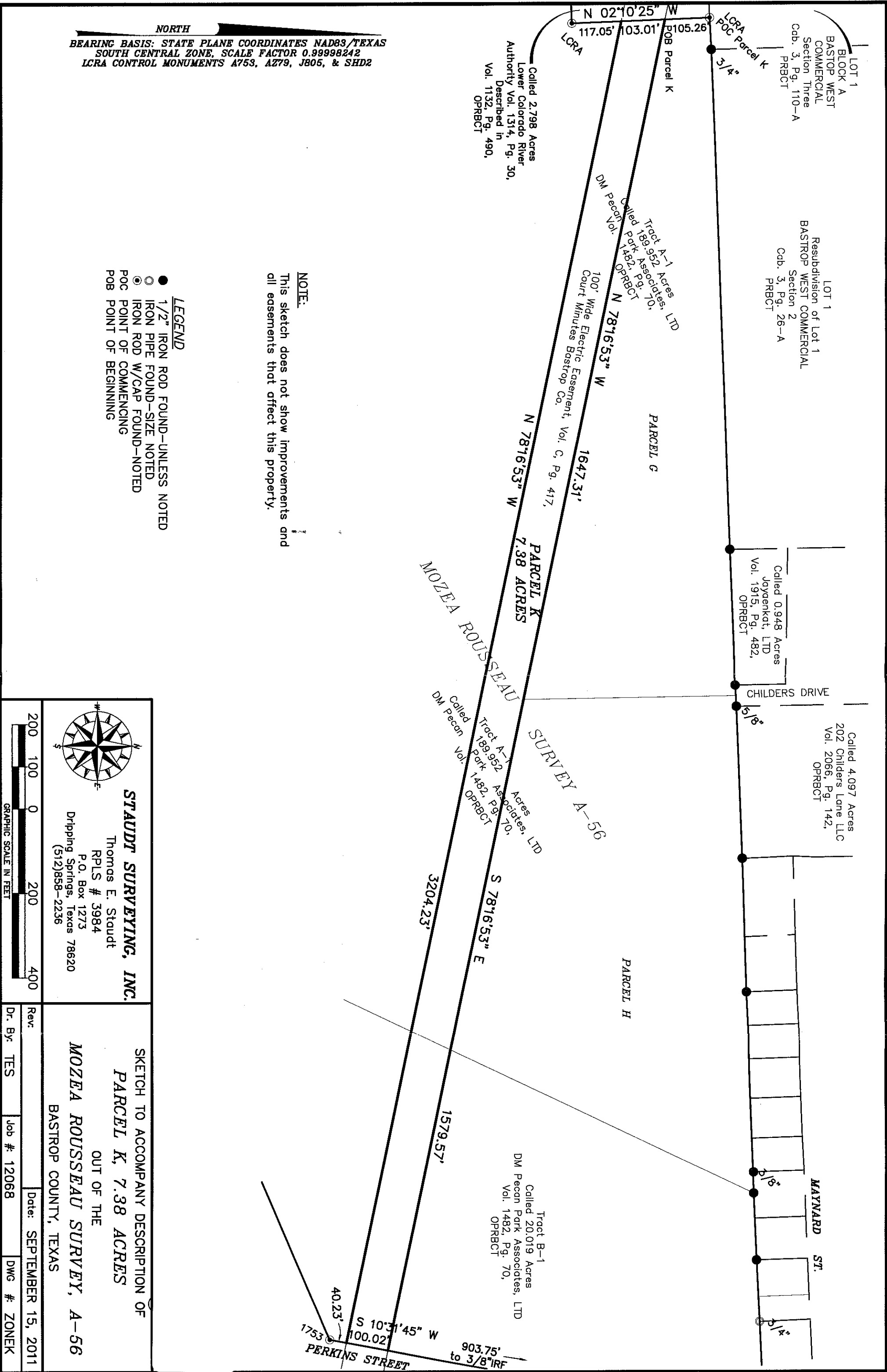
NORTH

BEARING BASIS: STATE PLANE COORDINATES NAD83/TEXAS
SOUTH CENTRAL ZONE, SCALE FACTOR 0.99998242
LCRA CONTROL MONUMENTS A753, A279, J805, & SHD2

- LEGEND**
- 1/2" IRON ROD FOUND--UNLESS NOTED
 - IRON PIPE FOUND--SIZE NOTED
 - IRON ROD W/CAP FOUND--NOTED
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING

NOTE:

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



STAUDT SURVEYING, INC.

Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512) 858-2236

SKETCH TO ACCOMPANY DESCRIPTION OF
PARCEL K, 7.38 ACRES
OUT OF THE
MOZEA ROUSSEAU SURVEY, A-56
BASTROP COUNTY, TEXAS

Rev. _____ Date: SEPTEMBER 15, 2011

Dr. By: TES Job #: 12068 DWG #: ZONEK

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 26, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Adoption of an ordinance amending the Fairview Cemetery Ordinance No. 2010-27 and providing an effective date.**
2. Party Making Request: **Karla Stovall**
3. Nature of Request: (Brief Overview) Attachments: Yes ☒ No ☐

The Cemetery under Ordinance 2010-27 currently charges a fee of \$600 for Operations and Maintenance and \$400 for Permanent Care for a total of \$1,000 per plot. The ordinance we are recommending for approval will allocate the \$1,000 plot fee to Operations and Maintenance. Funds within a Permanent Care Fund cannot be touched or used, except for the interest. In order to keep the Fairview Cemetery self-sufficient and not require supplemental funding from the General Fund, the Finance Department requests your approval of the revised fee schedule.

- #### 4. Policy Implication:

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

b) _____

8. Staff Recommendation: Approval

9. Advisory Board: _____ Approved _____ Disapproved _____ None

- | | | | |
|-------------------------------|----------|-------------|------|
| 10. Manager's Recommendation: | Approved | Disapproved | None |
|-------------------------------|----------|-------------|------|

11. Action Taken: _____

ORDINANCE NO. 2012 -

**AN ORDINANCE AMENDING FAIRVIEW CEMETERY ORDINANCE NO. 2010-27
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on July 26, 2012 the Fairview Cemetery Advisory Board met and approved changes to Cemetery Ordinance No. 2010-27; and

WHEREAS, the City Council of the City of Bastrop has now determined that the changes approved by the Fairview Cemetery Advisory Board on July 26, 2012 are in the best interest of the City and its citizens and should be adopted.

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

PART 1. That the Fairview Cemetery Ordinance 2010-27 Fee Schedule in Appendix “A” of the Bastrop Code of Ordinances is amended to read as follows:

Article A15.01 Fairview Cemetery

Sec. A15.01.012 Sale of cemetery plots: generally

Cost.

- (1) Cost to purchase one (1) cemetery plot: \$1000, of which shall be deposited into the Operating Fund*.
- (2) Cost to file warranty deed with county clerk’s office.*
- (3) Permit fee: 0.00*.

*The City reserves the right to change the above referenced fees at any time at its discretion.

PART 2: That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same affecting the Fairview Cemetery which are in conflict with this Ordinance, shall be, and the same are hereby, in all things repealed to the extent that the same conflict with this Ordinance, or with the laws of the State of Texas.

PART 3: This Ordinance shall take effect upon the date of final passage noted below in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND APPROVED on FIRST READING on the 14th day of August 2012.

PASSED AND ADOPTED on SECOND READING on the 28th day of August 2012.

APPROVED:

ATTEST:

Terry Orr, Mayor

Teresa Valdez, City Secretary

APPROVED AS TO FORM:
Jo-Christy Brown, City Attorney

CITY OF BASTROP

AGENDA ITEM **A.5****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: August 21, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Approval of Special Event Permit Application submitted by the Bastrop High School Student Council to host "BHS Football Homecoming Parade" on Thursday, September 27, 2012, in downtown Bastrop from College Street to Erhard Field.**
2. Party Making Request: **Mike Talbot, City Manager**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication: _____
5. Budgeted: _____ Yes _____ No X 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: _____

Event: BHS Homecoming Parade Date(s): Thurs 9/27/12 Date Submitted: 8/6/12 ⁴⁰

Special Event Permit Application

Revised 5/23/2012

Special Event Review Committee meeting date: Wed 8/15/12 @ 1pm Approved: Yes ☐ No ☐
Day Date

Copied for: Special Event Review Committee (5) + event coordinators (2)

Date copies made: Monday 8/13/12 Final Walk-Through meeting: _____
Day Date Day Date

Parks Board meeting date: N/A Approved: Yes ☐ No ☐
Day Date

Agenda deadline: N/A Date copies made: N/A
Day Date Day Date

City Council meeting date: Tues 8/28/12 Approved: Yes ☐ No ☐
Day Date

Agenda deadline: Tues 8/21/12 Date sent to Secretary: _____
Day Date Day Date

Name of event: Bastrop HS Homecoming Parade

Location of event: College Street to Erhard Field

Purpose of event: School & Community Spirit

Date(s): 9/26/12 9/27/12 Day(s): Wednesday Thursday Times: 6:00 - 7:00

Setup: Wed 9/26/12, 3:30 Cleanup: _____
Date Time Date Time

Name of organization: Bastrop HS Student Council

Address of organization: 1614 Chambers St

Event coordinator #1: Missy Schuelke

Daytime: 512-775-1000 Fax: 512-772-7208 Cell: 512-775-1000
Area Code/Number Missy Schuelke Area Code/Number Area Code/Number

E-mail address: mschuelke@bisdtx.org

Event coordinator #2: Sarah SPKora

Daytime: (979) 224-3862 Fax: _____ Cell: (979) 224-3862
Area Code/Number Area Code/Number Area Code/Number

E-mail address: sspkora@bisdtx.org

Please submit the following where applicable:

Item	Item	Item
☒ Application signed & dated	☒ Map locations of activities, vendors, etc	☒ Sound Permit
☒ Banner permit(s)	☒ Non-profit status proof <u>waived</u>	☒ TABC Permit & City Permit
☒ Fireworks permit & safety plan	☒ Processing fee <u>waived</u>	
☒ Insurance certificate <u>Need</u>	☒ Security deposit <u>waived</u>	

Event: BHS HC Parade Date(s): Thurs 9/27/12 Date Submitted: 8/6/12 ⁴¹

Please describe event activities (may continue on separate sheet of paper, if necessary):

Student groups along w/ community members will participate in the Homecoming parade that will start around college street and end at Erhard Field w/ the HC pep rally.

Burning of the B? or lighting of the B?
Fireworks? No

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 # BISD 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 # BISD OR Post Office-issued Money Order # _____ payable to City of Bastrop
- ☐ On file from prior event(s)

Insurance Submitted: _____ Carrier/Company: _____

- General liability policy in the amount of one million dollars (\$1,000,000.00) with City named as additional insured

Carol Barron Administration 321-2292

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

Admission Fees: 0

Alcohol (TABC & City permits): 0

Animals (waste control): could be horses @ the end of the parade

Attendance (anticipated *): 300

Banner Permit (location(s)): 0

Electrical (hot check, mats): 0

Emergency Services (First Aid Station, ambulance standby): Advised to let ambulance know.

Fireworks Permit & Safety Plan (State Fire Marshal 512/305-7932): 0 Not planning on it.

Inspections (tents, stages, electrical, etc): 0

Litter Control: No candy or other items thrown from parade.

Event: HCC parade Date(s): Thurs 9/27/12 Date Submitted: 8/6/12⁴²

Parking Plan (remote, shuttle): ☒

Portacans (Jackpot 512/303-1467, American PortaCan 512/775-3175): ☒

Rodeo Arena (Doug Statin 512/848-3585): ☒

Security Plan (off-duty police 512/332-8600): Police @ least 1 officer

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

Signage (remove within 24 hours after event): ☒

Sound Permit for: ☒ Submitted

Street Closures: college to Main to Erhard Field
Barricade College / Paul C Bell @ Feeder Road. Do not block
residents' drive ways - leave gaps.

Temporary Structures (tents, stages, etc): ☒

Vehicles, Equipment, etc: Those involved in parade.

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

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

Volunteers (#; identified by?): _____

Water/Wastewater: ☒

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.

Missy Schuelke

Applicant - Please print or write legibly

8/6/12

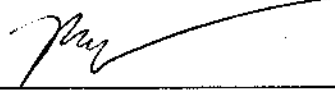
Date



Event: BHS HC parade Date(s): Thurs 9/27/12 Date Submitted: 8/6/12 ⁴³

Special Event Review Committee Signatures

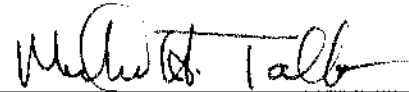
The City's Special Event Coordinator will obtain the following applicable signatures.
In order to expedite the process, a designee may sign for any of the following in his or her absence



☒ Police Department

8-15-12

Date



☒ City Manager

Date



☒ Public Works, Parks, & Recreation Department

8-15-12

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*



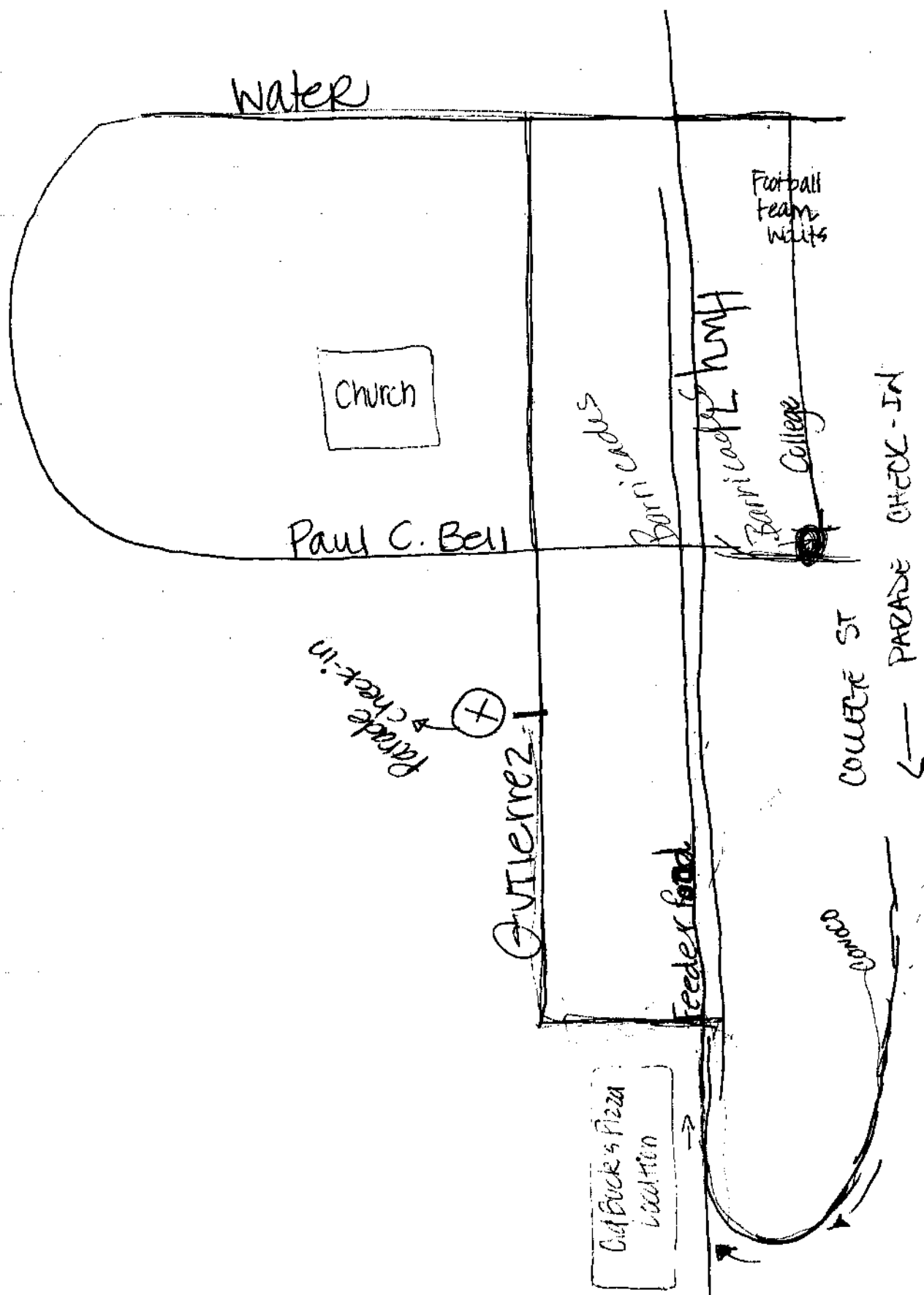
Contacts:

Trey Job, Director, Public Works, Parks, & Rec	512/848-5716
"RC" Robert Campion, Interim Public Works Foreman	512/848-6916
Jason Alfaro, Parks Foreman	512/718-3766
Curtis Ervin, Director, Power & Light	512/848-6934
Michael Blake, Police Chief	512/332-8601
Matt Wagner, Asst Police Chief	512/848-6930
Clint Nagy, Sgt/Event Coordinator for PD	512/848-7740

BHS Homecoming Parade

BHS Homecoming Parade

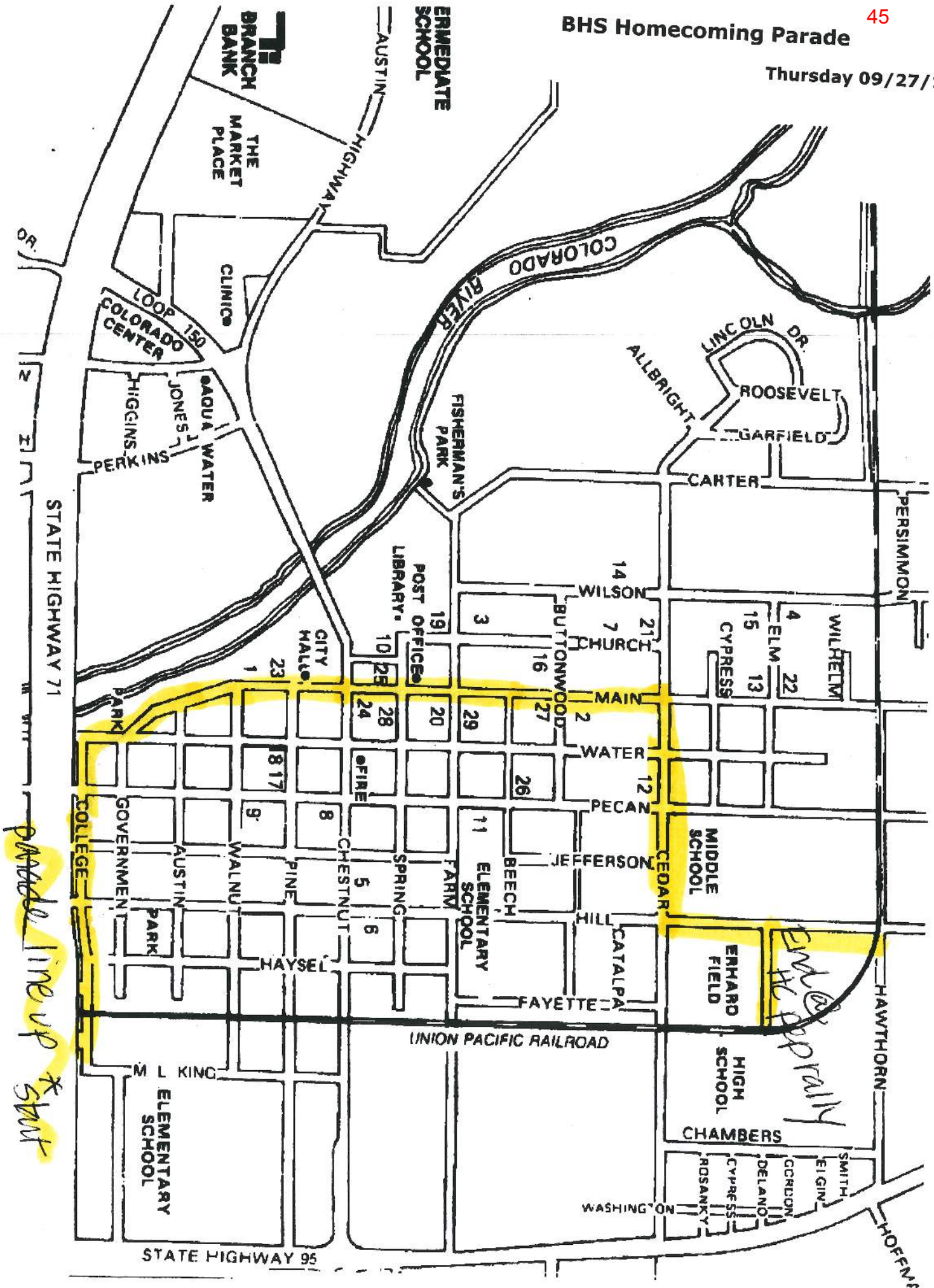
Thursday 09/27/12



BHS Homecoming Parade

45

Thursday 09/27/12



Event: BHS Homecoming Parade Date(s): Thurs 9/27/12 Date Submitted: 8/06/12

Sound Permit Application

Revised 2/24/2012 2:02 PM

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.).**

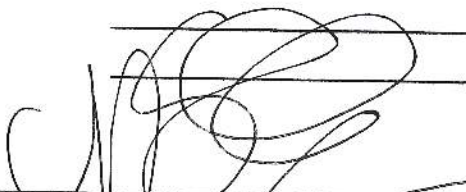
The volume of the sound amplified shall not exceed **85 dB(A) (daytime)** or **80 dB(A) (night time)** when measured from the nearest receiving property. The Police Department can request the permit holder to turn down or turn off the amplified sound if there are complaints.

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

Responsible party: BHS Homecoming parade - StrCo
Address: 1614 Chambers
Phone No: 512-775-1000 Fax No: _____
E-mail address: mschuelke@bisdtx.org
Date(s) of event, rental, or activity: Wed, Sept. 26, 2012
Name of event or activity: HC parade
Location(s) of event, rental, or activity: college → Erhard Field
Location(s) of amplified sound equipment: parade route

Start time (AM or PM): 4:00 End time (AM or PM): 7:00
Number of speakers used: 0 Number of amplifiers used: 0

Comments: _____


Signature of Applicant

8/6/12
Date

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 21, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Approval of Special Event Permit Application submitted by BISD Intermediate School PTA to host “Monster Dash for Education” on Saturday, October 27, 2012, in Fisherman’s Park and throughout downtown.**
2. Party Making Request: **Mike Talbot, City Manager.**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication: _____
5. Budgeted: _____Yes _____No X 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: _____

Event: Monster Dash for Education Date(s): 10/27/2012 Date Submitted: 6/20/2012⁴⁸

Special Event Permit Application

Revised 12/20/2011

Special Event Review Committee meeting date: <u>Thurs 7/12/12 @ 9am</u>		Approved: Yes ☐ No ☐
Day Date		
Copied for: <u>Special Event Review Committee () + event coordinators ()</u>		
Date copies made: _____	Final Walk-Through meeting: _____	
Day Date	Day Date	
Parks Board meeting date: <u>Thursday 8/02/12</u>		Approved: Yes ☐ No ☐
Day Date		
Agenda deadline: <u>Friday 7/27/12</u>	Date copies made: <u>Tuesday 7/17/12</u>	
Day Date	Day Date	
City Council meeting date: <u>Tuesday 8/28/12</u>		Approved: Yes ☐ No ☐
Day Date		
Agenda deadline: <u>Tuesday 8/21/12</u>	Date sent to Secretary: _____	
Day Date	Day Date	

Name of event: Monster Dash for Education

Location of event: Downtown Bastrop & Fisherman's Park

Purpose of event: Fundraiser

Date(s): 10/27/2012 Day(s): Sat. Am Times: 8AM Reg. 9AM Sk

Setup: 10/27/2012 Cleanup: 10/27/2012

Date Time Date Time

Name of organization: Bastrop Intermediate School L PTA

Address of organization: 509 Old Austin Highway Bastrop

Event coordinator #1: Candice Kellen

Daytime: 512 6990384 Fax: _____ Cell: _____

Area Code/Number Area Code/Number Area Code/Number

E-mail address: Kellycandy@gmail.com

Event coordinator #2: Melissa Hanna

Daytime: _____ Fax: _____ Cell: 304-5054

Area Code/Number Area Code/Number Area Code/Number

E-mail address: MHanna@Austin.or.com

Please submit the following where applicable:

Item	Item	Item
☒ Application signed & dated	☒ Map of activity route & site locations	☒ Sound Permit
☒ Banner permits	☒ Non-profit status proof	☒ TABC Certificate & City Letter
☒ Fireworks permit & safety plan	☒ Processing fee	
☒ Insurance certificate	☒ Security deposit	

Event: Run/Walk Date(s): 10/10 27/2012 Date Submitted: ~~10/18~~ ⁴⁹ 11/18/2012

Please describe event activities (may continue on separate sheet of paper, if necessary):

Run Walk around town.

Street closures:

See Maps for Route

Assistance from City departments (including Police Dept):

~~Medic~~ Police

Event: Monster Dash for Education Date(s): 10/27/2012 Date Submitted: 4/20/2012 ⁵⁶

Please submit the following with application where applicable:

Processing Fee:

- ☐ NO FEE because: _____
- \$100.00 with proof of non-profit status
- \$300 for all others
- Shall **NOT** be waived
- Must accompany submitted application
- Cashier's Check or Money Order issued by US Post Office made payable to City of Bastrop
- Fee paid with: Cashier's Check # 521598 or Money Order # _____

Security Deposit Fee:

- ☐ NO FEE because: _____
- \$500.00
- Shall **NOT** be waived
- Must accompany submitted application
- Refunded if City property is clean and free of litter and damage after the event
- Cashier's Check or Money Order issued by US Post Office made payable to City of Bastrop
- ☐ On file
- Fee paid with: Cashier's Check # 521597 or Money Order # _____

Insurance Certificate:

- General liability policy in the amount of one million dollars (\$1,000,000.00)
- The City of Bastrop must be **named** as an insured party
- Additional affected entities must be **named** as insured parties (i.e., BEDC)
- ☒ Submitted with application
- ☐ Will be submitted when received from insurance carrier
- ☐ Letter with intent to insure submitted
- ☐ DBA insurance carrier
- ☐ Chamber of Commerce insurance carrier
- ☐ City of Bastrop insurance carrier

Comments: _____

Site Map Showing Locations of the Following:

- Vendors; temporary structures (*booths, stages, tents, Moonwalks, carnival rides, etc.*); trailers; vehicles; bikes and motorcycles; watercrafts; aircrafts; equipment; amplification devices; portable toilets; traffic flow for pedestrians, vehicles, and other activities; emergency medical stations; fire lanes, etc
- Proposed detours and street closures
- Route for parade, race, or other similar activity, showing start and finish locations
- Map submitted: ☒ Yes ☐ No

Comments: _____

Sound Permit for Amplified Music, Voices, or Activities (*show location[s] on map*):

- ☐ No, not needed
- ☒ Yes: Permit obtained from Public Works & Parks Department submitted. Locations: _____

Comments: _____

Event:

Monster Dash
for Education

Date(s):

10/27/2012

Date Submitted:

4/20/2012⁵¹

Please complete the following (may continue on separate sheet of paper if necessary). Mark "N/A" if not applicable.

Admission Fees:

- ☐ No
- ☒ Yes: If yes, describe: \$25 Adult 15 - Child
- Open to public: ☒ Yes ☐ No

Alcoholic Beverages:

- ☒ No
- ☐ Yes. A copy of the TABC (Texas Alcohol Beverage Commission) certificate must be presented to the City Manager for his signature approval; and the City Manager will provide a letter of approval to submit to TABC with their certificate.

Comments:

Animals (show location[s] on map):

- ☒ No
- ☐ Yes: Describe types of animals used and plans for handling animal waste:

Attendance:

- Anticipated approximate number of persons attending each day of event: 200
- Approximate number of volunteers and workers: May wear shirts. Need 20-25. Meet by 8am with PD officer. must be 18yrs or older.

Banner Permit:

- Obtain Permit for banners hung on City property. Banners should have air-flow slits to prevent tears and grommets to hold rope. Please provide ropes for hanging. They will be returned to you.
- ☐ No ☒ Yes: How many? _____ Location? Banner Plaza
- Banners hung on TXDOT right-of-ways require Permit Form 2057 obtained from Department of Transportation on Hwy 21 and Loop 150, (512) 321-2221. **BANNERS HUNG OVER COLLEGE/PECAN FEEDER ROAD NEXT TO HWY 71 MUST BE MADE OF MESH AND HAVE GROMMETS. PLEASE PROVIDE 10 TO 12 SNAP RINGS AND ROPE FOR HANGING BANNERS. THESE WILL BE RETURNED TO YOU.**
- ☐ No ☐ Yes
- Banners not retrieved within one (1) week after completion of event may be disposed, destroyed, or otherwise handled as deemed appropriate due to lack of storage space

Comments:

Electrical Requirements (show location[s] on map):

- ☐ No
- ☐ Yes: Describe amperage, voltage, and apparatus needs for all activities and vendors:

Possible for timer set in Park.
Hot check needed.

Emergency Services (show location[s] on map):

- First aid station: ☐ No ☒ Yes: Location: Willow St
- Ambulance service on stand-by: ☐ Yes ☐ No

Fireworks Permit (show location[s] on map):

- ☒ No
- ☐ Yes: Contact State Fire Marshal's office in Austin, (512) 305-7932, www.tdi.state.tx.us
- Person or group handling the firework display: _____

Comments: _____

Inspections (show location[s] on map):

- Temporary structures (stages, booths, tents, canopies, Moonwalks, carnival rides, etc.) and special electrical and water/wastewater needs must be inspected prior to the event
- Flame-retardant material certificate provided to inspector for structures equal to or larger than 200 square feet in diameter
- Contact City of Bastrop Building Official at (512) 332-8840 to schedule an appointment

Comments: _____

Litter Control (show location[s] on map):

- Describe in detail number, size, location, and removal of trash receptacles and disposal of contents: Water Stations will have trash can next to them Parks crew will set out bins where coordinators suggest. Manned by volunteers.
- Cook-off: ☒ No
- Cook-off: ☐ Yes: _____-yard roll-off dumpster ordered by and at applicant's expense: _____

Parking (show location[s] on map):

- Coordination and cost is the responsibility of the Applicant. Describe in detail plans for remote parking area(s) and/or shuttle service to and from parking areas to event, if applicable:

Comments: NA Possibly Library. Will ask LCRA. Street. Possibly City lot next to Splash Park, above sidewalk across from

Portable Toilets (show location[s] on map):

- ☒ No
- ☐ Yes: Number and location of units ordered (Jackpot Portable Toilets 512/303-1466 or American PortaCan of Texas 866/315-0990):

Comments: N/A

Rodeo Arena:

- ☒ No ☐ Yes: Contact Doug Statin @ (512) 848-3585

Comments: N/A

Event: Monster Dash for Education Date(s): 10/27/2012 Date Submitted: 10/20/2012 ⁵³

Security Plan:

- ☒ No ☐ Yes: Off-duty Bastrop police officers may be available for a fee. Call (512) 332-8600 for information

Comments: Not needed.

Show Barn:

- ☒ No ☐ Yes: Contact Allen Stewart @ (512) 413-8512 or Phyllis Mathison @ (512) 332-6001

Comments: N/A

Signage (show location[s] on map):

- ☐ No
- ☐ Yes: Describe number of, location, and type of proposed on-site and off-site signage: Closed route signs
Route signage
Chesnut Loop + 150 + Pecan + Hwy 71

Street Closures (show location[s] on map): Closed route signs needed a few days before.

Temporary Structures, i.e., Booths, Stages, Tents, Moonwalks, Carnival Rides, Etc (show location[s] on map):

- ☐ No
- ☐ Yes: Describe types and uses for event. Identify the person(s) or group using the structure(s):
Possible Jump House at Park Need
to know by 8/21/12.

Vehicles, Equipment, Trailers, Watercrafts, Aircrafts, Bicycles, Motorcycles, etc (show location[s] on map):

- ☒ No
- ☐ Yes: Describe types and uses for event: _____

Vendors (show location[s] on map):

- Vendors should have valid tax ID numbers if selling their wares
- Other than food: ☒ No ☐ Yes
- Food vendors: ☒ No ☐ Yes: Each food vendor, whether selling or giving away food, is responsible for obtaining his/her own temporary permit from **Bastrop County Health and Sanitation Department**, 806 Water Street, (512) 332-7276 or (512) 581-7176:

Comments: _____

Water/Wastewater (show location[s] on map):

- ☒ No
- ☐ Yes: Describe water needs and for disposal of wastewater, including capture and containment, as approved by the

Water/Wastewater Department: _____

54

JUL-12-2012 09:33 FROM:PUBLIC WORKS

5123211313

TD: 3328629

P.2/2

Event: monster Dash for education Date: 10/27/2012 Date Submitted: 6/20/2012

Signature Page

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.

Candice Kelluf 4/20/2012
Applicant Date

Special Event Review Committee Signatures

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

☒ Police Department 	7-11-12 Date 7/17/12
☒ City Manager 	Date 7/12/2012
☒ Public Works, Parks, & Recreation Department 	Date 7/12/2012
☒ Gastrop Power & Light Department	Date
☐ Water/Wastewater Department	Date

City of Bastrop
Public Works, Parks, & Recreation
1209 Linden Street *physical address*
P. O. Box 437 *mailing address*
Bastrop, TX 78602
(512) 332-8920 *main*
(512) 321-1913 *fax*



Monster Dash for Education
Saturday, 10/27/12

CASHIER'S CHECK - CUSTOMER COPY

MCL

June 20, 2012

521598

Purchaser: CANDICE KELLEY

\$100.00

PAY TO THE ORDER OF:

CITY OF BASTROP

Notice to Customer
 If this check is lost, destroyed, or stolen, the bank
 will not accept a replacement request on this check until
 90 days after the issue date and then only with the
 issuance of a "Declaration of Loss" certification.

FIRST NATIONAL BANK
Bastrop County's Bank Since 1889

Member FDIC

Notice to Customer
 If this check is lost, destroyed, or stolen, the bank will
 not accept a replacement request on this check until
 90 days after the issue date and then only with the
 issuance of a "Declaration of Loss" certification.

MCL

June 20, 2012

CASHIER'S CHECK

521598

\$100.00

Purchaser: CANDICE KELLEY

One Hundred Dollars And 00/100*****

PAY TO THE
 ORDER OF: CITY OF BASTROP

Mary Christina Lewis
 Authorized Signature

This security paper contains the SGP™ (Safe Guard) Security Print.

⑈ 521598⑈ ⑆ 114904953⑆

⑈ 187898⑈

Monster Dash for Education⁵⁶
Saturday, 10/27/12

CASHIER'S CHECK - CUSTOMER COPY

MCL

June 20, 2012

521597

Purchaser: CANDICE KELLEY

\$500.00

NON NEGOTIABLE

PAY TO THE ORDER OF:

CITY OF BASTROP

Notice to Customer
If this check is lost, destroyed, or stolen, the bank
will not accept a replacement request on the check
until 90 days after the issue date and then only with
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MCL

June 20, 2012

CASHIER'S CHECK

521597

\$500.00

Purchaser: CANDICE KELLEY

Five Hundred Dollars And 00/100*****

PAY TO THE
ORDER OF

CITY OF BASTROP


Authorized Signature

Signature also contains the eSIP® Digital Document Security from

⑈521597⑈ ⑆111904953⑆

⑈187898⑈

Monster Dash for Education⁵⁷
Saturday, 10/27/12

Internal Revenue Service

Date: September 26, 2007

PTA TEXAS CONGRESS
PTA-TX
408 W 11TH ST
AUSTIN TX 78701-2113

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Winkler 17-56985
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
74-1054403
Group Exemption Number:
1889

Dear Sir or Madam:

This is in response to your request of September 26, 2007, regarding your organization's tax-exempt status.

In September 1967 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

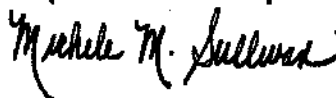
Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list your organization submitted as exempt from federal income tax under section 501(c)(3) of the Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, E
THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the
terms and conditions of the policy, certain policies may require an
certificate holder in lieu of such endorsement(s).

Monster Dash for Education

Saturday, 10/27/12

AUTHORIZED
Subject to the
rights to the

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising Underwriting	
		PHONE: 1-800-426-2889	FAX: (A/C, No): 1-260-459-5105
		E-MAIL ADDRESS: info@sportsinsurance-kk.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W00194742 **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS																
A	GENERAL LIABILITY	X		6BRPG0000005199400	10/27/2012 12:01 AM EDT	10/28/2012 12:01 AM	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$1,000,000</td></tr> <tr><td>PROFESSIONAL LIABILITY</td><td></td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS-COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY		LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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PROFESSIONAL LIABILITY																							
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EACH OCCURRENCE																							
AGGREGATE																							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1"> <tr><td>WC STATU-TORY LIMITS</td><td></td><td>OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td></tr> </table>	WC STATU-TORY LIMITS		OTHER		E.L. EACH ACCIDENT				E.L. DISEASE - EA EMPLOYEE				E.L. DISEASE - POLICY LIMIT			
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A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000005199400	10/27/2012 12:01 AM EDT	10/28/2012 12:01 AM	<table border="1"> <tr><td>PRIMARY MEDICAL</td><td></td></tr> <tr><td>EXCESS MEDICAL</td><td>\$5,000</td></tr> </table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$5,000												
PRIMARY MEDICAL																							
EXCESS MEDICAL	\$5,000																						

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

Event Name: Monster Dash for Education Event Date: 10/27/2012 to 10/27/2012

Event Location: 1200 Willow Street, Bastrop, Texas 78602

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.

CERTIFICATE HOLDER

City of Bastrop
PO Box 427
Bastrop, TX 78602
(Owner/Lessor of Premises)

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

Coverage is only extended to U.S. events and activities.

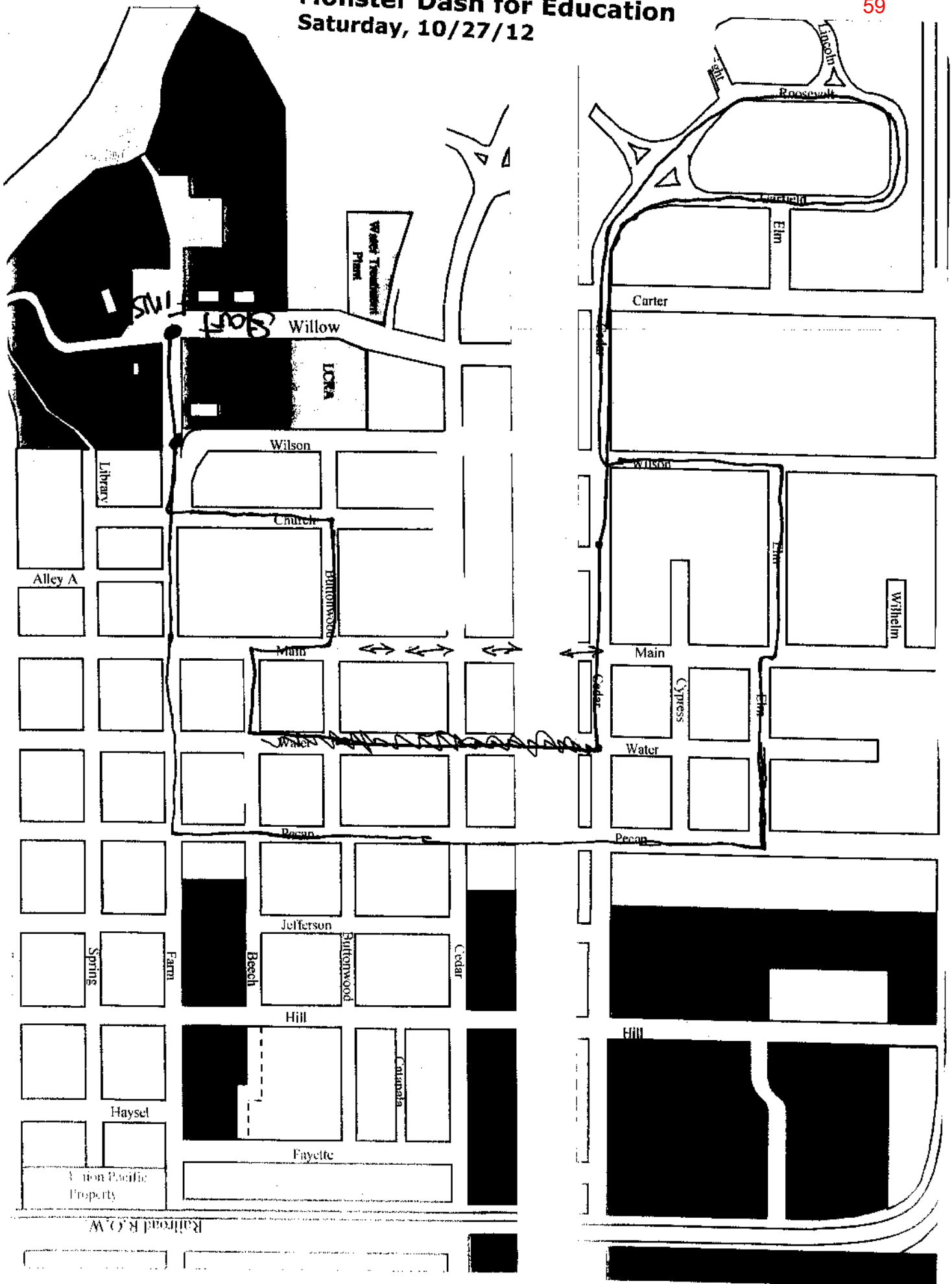
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.

Monster Dash for Education

Saturday, 10/27/12

59



Event:

Monster Dash
for Education

Date(s):

6/18/2012

Date Submitted:

6/20/2012

Sound Permit Application

Revised 2/24/2012 2:02 PM

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: _____

Address: _____

Phone No: _____ Fax No: _____

E-mail address: _____

Date(s) of event, rental, or activity: _____

Name of event or activity: _____

Location(s) of event, rental, or activity: _____

Location(s) of amplified sound equipment: _____

Start time (AM or PM): _____ End time (AM or PM): _____

Number of speakers used: _____ Number of amplifiers used: _____

Comments: _____

Carrice Kelley
Signature of Applicant

6/20/2012
Date

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 21, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Approval of Special Event Permit Application submitted by the Hyatt Regency Lost Pines Resort & Spa to host “Hyatt Main Street Event – Texas Travel Industry Association” on Tuesday, September 25, 2012, on North Main Street and Spring Street between Main Street and Water Street.**

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

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

4. Policy Implication: _____

5. Budgeted: _____Yes _____No X 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: _____

Event: Texas Travel Industry Date(s): Tues. 9/25/12 Date Submitted: 7/30/12

Special Event Permit Application

Revised 7/30/2012

Special Event Review Committee meeting date: <u>Tues 8/14/12 @ 1pm</u>		Approved: Yes ☐ No ☐	
Day Date			
Copied for: <u>Special Event Review Committee (12) + event coordinators (2)</u>			
Date copies made: <u>Sat 8/11/12</u>		Final Walk-Through meeting: <u>Tues 9/18/12 @ 1pm</u>	
Day Date		Day Date	
Parks Board meeting date: <u>N/A</u>		Approved: Yes ☐ No ☐	
Day Date			
Agenda deadline: <u>N/A</u>		Date copies made: <u>N/A</u>	
Day Date		Day Date	
City Council meeting date: <u>Tues 8/20/12</u>		Approved: Yes ☐ No ☐	
Day Date			
Agenda deadline: <u>Tues 8/21/12</u>		Date sent to Secretary: _____	
Day Date		Day Date	

Name of event: TTIA (Texas Travel Industry Association)

Location of event: 1000 block of Main Street & 700 block of Spring Street

Purpose of event: Reception & Dinner for TTIA (group staying at Hyatt)

Date(s): 9/25/12 Day(s): Tuesday Times: 6:30pm - 10:00pm

Setup: 9/25/12 / 8am Cleanup: 9/25/12 / 10pm

Date Time Date Time

Name of organization: Hyatt Regency Lost Pines Resort & Spa

Address of organization: 575 Hyatt Lost Pines Road, Lost Pines, TX 78612

Event coordinator #1: Mary Carley Steve Dewire

Daytime: 512 308 4622 Fax: 512 308 4720 Cell: 512 718 6350

Area Code/Number 308 - 4600 Area Code/Number Area Code/Number 629-5977

E-mail address: mary.carley@hyatt.com steve.dewire@hyatt.com

Event coordinator #2: Melita Martin

Daytime: 512 308 4626 Fax: 512 308 4720 Cell: 512 718 6357

Area Code/Number Area Code/Number Area Code/Number

E-mail address: melita.martin@hyatt.com

Please submit the following where applicable:

	Item	Item
☒	Application signed & dated	☒ Map locations of activities, vendors, etc
☒	Banner permit(s) <u>Not on Plaza</u>	☒ Non-profit status proof
☒	Fireworks permit & safety plan	☒ Processing fee <u>Need</u>
☒	Insurance certificate <u>city needs</u>	☒ Security deposit <u>Need</u>
		☒ Sound Permit
		☒ TABC Permit & City Permit <u>will need</u>

Event: Texas Travel Industry Date(s): Tue. 9/25/12 Date Submitted: 7/30/12

Please describe event activities (may continue on separate sheet of paper, if necessary):

Dinner Buffet, Beer & Wine Bars, Carnival Games, Ferris Wheel (TBD),
Classic Cars, High School Marching Band, Cheerleaders, Live Band

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 # _____ 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 # _____ OR Post Office-issued Money Order # _____ payable to City of Bastrop
- ☐ On file from prior event(s)

Insurance Submitted: ☒ Carrier/Company: Willis of Illinois *Need this 8/10/12*

- General liability policy in the amount of one million dollars (\$1,000,000.00) with City named as additional insured

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

Admission Fees: n/a (private event)

Alcohol (TABC & City permits): Temporary Beer or Wine and Beer Retailers Permit

Animals (waste control): n/a

Attendance (anticipated *): 400

Banner Permit (location[s]): TBD Banner cannot hang on plaza - this is a for-profit event

Electrical (hot check, mats): TBD will need hot checks

Emergency Services (First Aid Station, ambulance standby): TBD

Fireworks Permit & Safety Plan (State Fire Marshal 512/305-7932): n/a

Inspections (tents, stages, electrical, etc): TBD carnival rides, stage

Litter Control: TBD who will provide?

Event: Texas Travel Industry Date(s): Tues, 9/28/12 Date Submitted: 7/30/12

Parking Plan (remote, shuttle): shuttle (motor coaches)

Portacans (Jackpot 512/303-1467, American PortoCan 512/775-3175): TBD You will need this

Rodeo Arena (Doug Statin 512/848-3585): n/a

Security Plan (off-duty police 512/332-8600): TBD you will need crowd & traffic control

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

Signage (remove within 24 hours after event): TBD

Sound Permit for: 1000 block of Main Street & 700 block of Spring Street (live band)

Street Closures: 1000 block of Main Street and 700 block of Spring Street

Temporary Structures (tents, stages, etc): TBD stage, carnival rides

Vehicles, Equipment, etc: classic cars on display, possible Ferris wheel

Vendors (Valid Tax ID #: food? other?): TBD Who will provide buffet?
 • Bastrop County Health and Sanitation Department permit, 806 Water Street, (512) 332-7276

Volunteers (#, identified by?): n/a?

Water/Wastewater: TBD?

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.

Manly Carley, Hyatt Lost Pines
 Applicant - Please print or write legibly

7/30/12
 Date



Event: Texas Travel Industry Date(s): Tues. 9/25/12 Date Submitted: 7/30/12

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

☒ [Signature]
Police Department

8/14/12
Date

☒ M. B. Ball
City Manager

8-14-12
Date

☒ [Signature]
Public Works, Parks, & Recreation Department

8-14-12
Date

☐ [Signature]
Bastrop Power & Light Department

8/14/2012
Date

☐ Water/Wastewater Department

Date

☒ [Signature]
Main Street Manager

8-14/12
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*



Contacts: Trey Job, Director

~~Curtis Ervin, Interim Public Works & Parks Director~~
"RC" Robert Campion, Interim Public Works Foreman
Jason Alfaro, Parks Foreman
Michael Blake, Police Chief
Matt Wagner, Asst Police Chief
Clint Nagy, Sgt/Event Coordinator for PD

848-5716
~~512/848-6934~~
512/848-6916
512/718-3766
512/332-8601
512/848-6930
512/848-7740

Bank of America

Cashier's Check

No. 5665587

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date AUGUST 13, 2012

38-1/1140
STX

Banking
Center

SOUTH AUSTIN

0002576 00101 0005665587

MARY H CARLEY

Remitter (Purchased By)

Pay

EIGHT HUNDRED DOLLARS AND 00 CENTS

\$

800.00

To
The
Order
OF

CITY OF BASTROP

Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

Authorized Signature

[Signature]

⑈ 5665587⑈ ⑆ 114000019⑆ 001641003755⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

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

CASH
RECEIPT

DATE 8/14/12 20

19567

Received From

Mary Carley / Hyatt

Address

575 Hyatt + 1st Pines Road
Last Pines, TX 78612

Dollars \$ 800.00

For

Special Event: Hyatt on Main St • Tx Travel...

ACCOUNT

HOW PAID

AMT. OF
ACCOUNT

AMT. PAID

BALANCE
DUE

CASH

CHECK

MONEY
ORDER

800 00

By

Tues 9/25/12
cashier's ck # 5665587

[Signature]

Tuesday, 09/25/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hyatt Corporation dba Hyatt Regency Lost Pines 71 S. Wacker Dr., 17th Floor Chicago, IL 60606	INSURER A: National Union Fire Ins Co of Pittsburgh NAIC # 19445	
	INSURER B:	
	INSURER C: New Hampshire Ins Co 23841	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 335053

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. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			GL2704958	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 35,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			CA 430-96-38	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A				CA 430-96-39	11/1/2011	11/1/2012	BODILY INJURY (Per person) \$
A				CA 430-96-40	11/1/2011	11/1/2012	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015884297	11/1/2011	11/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER
C				WC015884298	11/1/2011	11/1/2012	E.L. EACH ACCIDENT \$ 1,000,000
C				WC015884299	11/1/2011	11/1/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

11-12 GLALWCXLL

City of Bastrop its officers, employees, agents, and representatives are included as Additional Insured but only with respect to the negligence of Hyatt Corporation d/b/a Hyatt Regency Lost Pines relative to the Sound Permit Application for the Texas Travel Industry Assoc. event on the 1000 block of Main Street & 700 block of Sprint Street to be held on 09/25/12.

CERTIFICATE HOLDER

CANCELLATION

City of Bastrop Public Works, Parks, & Recreation 1209 Linden St., 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
--	---



Event: Texas Travel Industry Assoc. Date(s): Tues 9/25/12 Date Submitted: 7/30/12

Sound Permit Application

Revised 7/30/2012 11:59 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: Hyatt Regency Lost Pines Resort & Spa, Mary Carley
Address: 575 Hyatt Lost Pines Road, Lost Pines, TX 78612
Phone No: 512-308-4622 Fax No: 512-308-4720
E-mail address: mary.carley@hyatt.com
Date(s) of event, rental, or activity: Tues, 9/25/12
Name of event or activity: TTIA (Texas Travel Industry Association)
Location(s) of event, rental, or activity: 1000 block of Main Street & 700 block of Spring Street
Location(s) of amplified sound equipment: 1000 block of Main Street & 700 block of Spring Street
Start time (AM or PM): 6:30 pm End time (AM or PM): 10:00 pm
Number of speakers used: TBD Number of amplifiers used: TBD

Comments: We will have a band, but have not confirmed what the their number of speakers/amplifiers will be.

M. Carley
Signature of Applicant

7/30/12
Date



Hyatt Regency Lost Pines Resort & Spa
 575 Hyatt Lost Pines Road
 Lost Pines, Texas 78612

(512) 308-1234

August 23, 2012

Mr. Mike Talbot
 City of Bastrop
 904 Main St.
 Bastrop, TX 78602

Dear Mike,

Thank you for attending our recent meeting about the upcoming Texas Travel Industry Association's **Travel Summit**, and I wanted to take this opportunity to provide additional information about this prestigious event.

Hyatt Lost Pines was honored to be chosen as the host property for the 2012 Summit, and we would like to include the City of Bastrop in the program of events. TTIA will be meeting at the Hyatt from September 23rd through the 26th. TTIA is a nonprofit organization made up of influential businesses, organizations, associations and individuals from across Texas with an interest in developing tourism. This is great opportunity to showcase our city.

Members include: accommodations, airlines, attractions, campgrounds, convention & visitor bureaus, chambers of commerce, publications, public relations and advertising firms, regional groups, restaurants, suppliers to the tourism and convention community, travel agencies/clubs, and tour operators. The annual **Summit** gives all of these groups and opportunity to learn, share, and grow together.

The attendees will be coming to Bastrop on Tuesday evening, September 25, to attend a reception/dinner on North Main. The event will begin at 7:00pm, and the set-up will start at 2:00pm. Walkthrough access on both sidewalks will continue through to 5:30pm. Busses will be arriving down Chestnut from the east and unloading directly onto North Main, proceeding straight out and across the bridge.

This is the first time that a downtown or Main Street venue has ever been used as a part of the schedule of events, and the Hyatt will be working with the businesses to welcome everyone. Doesn't it always happen that these events can fall on the night of a Council Meeting! We wish that we could have influenced the date, but the structure of the program has Tuesday as the night that the group visits the city.

As we discussed, it would be very special if the Mayor could have a quick break from the meeting and be shuttled down to formally welcome the group. He would be completing this with David Teel from TTIA. We can discuss if this would be possible, and a specific time. Currently, the attendance is expected to be between 350 and 400 guests.

To take a moment and give you a sense of the **Summit** programming: this year's event will be an immersion in marketing, industry and consumer trends, and innovations. There will be a variety of interactive sessions that will equip each person with ideas, tactics, and takeaways that can be practically used in business operations. They have an impressive line-up of national and international keynote speakers to engage the group on critical issues, such as economic outlook, media trends, consumer trends, future consumer innovations and how they will apply to the industry. They will also have moderated networking sessions where challenges and opportunities can be discussed, ideas shared, problem solving and learning about best practices from industry experts. TTIA is very excited about the opportunity to come to Bastrop, and we were thrilled to be chosen as the host.

Additionally, I appreciated our conversation about how we can most effectively plan and schedule these kinds of events into the future. We want to be sensitive to the number, type, and timing of events that will impact the city and the merchants and retail establishments. I would welcome the guidance of the Council as to their feelings in this regard, and we can incorporate these into our selling. This would also include time of the year, location, connecting streets versus Main Street, event set-up times, deadlines for decisions and pre-planning, and other factors are all important considerations. The most recent booking showed the areas of opportunity that can surface, and we want to use and apply these lessons effectively. The guest responses from those attending and the Meeting Planners have been overwhelmingly positive, but it must be smooth in the planning and event execution for us all to feel the success. We endeavor to eliminate any feels of discomfort in this regard.

Thank you again for reviewing this particular function with our team, and I look forward to following up with you.

Best regards,

Steve Dewire
General Manager

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 17, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Consideration, discussion and possible action on approval of the FIRST READING of a proposed Ordinance of the City Council of the City of Bastrop Texas, amending the budget for the Fiscal Year 2012 in accordance with existing statutory requirements; appropriating the various amount herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.**
2. Party Making Request: **Karla Stovall, Chief Financial Officer**
3. Nature of Request: (Brief Overview) Attachments: Yes X No
4. Policy Implication:

These budget amendments increase the budget appropriations for Fiscal Year 2012. See attached memo.

5. Budgeted: _____Yes _____No N/A
Bid Amount: _____Budgeted Amount: _____
Under Budget: _____Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

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

8. Staff Recommendation: **Staff recommends approval of the Budget Amendments.**
9. Advisory Board: _____Approved _____Disapproved _____None
10. Manager's Recommendation: _____Approved _____Disapproved _____None
11. Action Taken: _____

**City of Bastrop
Memorandum**

TO: Mayor & City Council Members

FROM: Karla Stovall, Chief Financial Officer

SUBJECT: Ordinance Amending FY 2012 Budget

DATE: August 17, 2012

Recommendation:

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

Background:

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2012.

Funds included in these amendments include: General Fund, Designated Fund, Water Wastewater Fund, Acceleration Fee Recovery Fund, General Obligation Bond Fund #712, Certificates of Obligation Fund #721.

- General Fund includes:
 - Police Department in kind donation revenue and expenditure budget for vehicle.
 - Parks Department received a donation for Splash Park.
 - Bastrop Public Library received funds from the Friends of the Bastrop Public Library.
 - Fire Department has received donations to be used for expenses.
 - Public Works received auction proceeds and is allocating the proceeds to maintenance expenses.
 - Fire Department had increased maintenance costs due to the Freightliner.
 - 380 Agreement expenses increased due to increase in Sales Tax Collections.
- Designated Fund includes:
 - Police Department in kind donation revenue and expenditure budget for Red Light Expenses.
 - Police Department use of designated fund for PD Leose Training expenses.
 - Police Department use of designated fund for Law Enforcement expenses.
 - Municipal Court use of designated fund for Technology expenses.
 - Municipal Court use of designated fund for Building Security expenses.
- Water Wastewater Fund Expenditures for Chestnut Square Waterline and Gills Branch to be offset by the reimbursement of the Loop 150 funds.

- General Obligation Bond Fund #712 includes budgeting expenses for the Municipal Building and Splash Park.
- Certificates of Obligation Fund #721 includes a recap of the year of the Capital Improvement expenses for this issue.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2012 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2012; and,

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

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

That the proposed budget amendments for the fiscal year 2012, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2012; and

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

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

READ and APPROVED on First Reading on the 28th day of August 2012.

READ and ADOPTED on Second Reading on the _____ day of September 2012.

APPROVED:

ATTEST:

Terry Orr, Mayor

Teresa Valdez, City Secretary

FY 2012
BUDGET AMENDMENTS
GENERAL FUND

Un-Audited Fund Balance as of 9-30-11	2,035,470
FY 2012 Budgeted Revenues	8,051,848
FY 2012 Budgeted Appropriations	(8,049,090)
01/2012 Budget Amendments (net)	(219,066)
05/2012 Budget Amendments (net)	51,112
08/2012 Budget Amendments (net)	(78,010)
Ending Fund Balance	<u>1,792,264</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION
Matching Revenues to Expenditures:			
Police Department	neutral	36,000	Inkind Donation to PD
Parks Department	neutral	2,350	Splash Pad Donations
Public Library	neutral	5,000	Grants from Friends of the Public Library
Fire Department	neutral	2,150	Donations for Fire Department
PW Department	neutral	7,344	Auction proceeds
Total Revenues		<u>47,844</u>	

Matching Expenditures to Revenues:

Police Department	neutral	(36,000)	Vehicle - Donation - Fixed Asset Entry
Parks Department	neutral	(2,350)	Splashpark Expenses
Public Library	neutral	(5,000)	Library Grant Expenses
Fire Department	neutral	(2,150)	Travel Training
Public Works	neutral	(7,344)	Maintenance Expenses
City Secretary	increase	(3,010)	Election Expense
Fire Department	increase	(10,000)	Freightliner Expenses
Organizational	increase	(60,000)	380 Agreement Expenses (Increase in Sales Tax)
Total Expenditures		<u>(125,854)</u>	
Net Change		<u>(78,010)</u>	

FY 2012
BUDGET AMENDMENTS
DESIGNATED FUND #102

Un-Audited Fund Balance	0		
FY 2012 Budgeted Revenues	0		
FY 2012 Budgeted Appropriations	0		
05-2012 Budget Amendments (net)	0		
Ending Fund Balance	0		
DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION
New Revenues:			
		140,000	Traffic Safety Revenues
		2,570	Designated PD Lease funds
		2,984	Designated Law Enforcement
		3,800	Designated Technology
		14,660	Designated Building Security
			102-00-00-4079
			102-00-00-3122
			102-00-00-3127
			102-00-00-3121
			102-00-00-3123
Total Revenues		164,014	
New Expenditures:			
		(140,000)	Red Light Camera Programming
		(2,570)	PD Lease Expenses
		(2,984)	Law Enforcement
		(3,800)	Technology Expense
		(14,660)	Building Security Expense
			102-00-00-5587
			102-00-00-5645
			102-00-00-5672
			102-00-00-5668
			102-00-00-5673
Total Expenditures		(164,014)	
Net Change		0	

* Amount to be restricted in a capital improvement account.

FY 2012
BUDGET AMENDMENTS
WATER WASTEWATER FUND

Un-Audited Fund Balance as of 9-30-11 1,322,493
 FY 2012 Budgeted Revenues 3,226,700
 FY 2012 Budgeted Appropriations (3,175,873)

05/2012 Budget Amendments 440,000
 08/2012 Budget Amendments (56,960)
 Ending Fund Balance 1,813,320

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION
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New Revenues:

Total Revenues 0

New Expenditures:

(52,460)	Chestnut Sq. Water Line	202-35-41-6242
(4,500)	Gills Branch Waterline	202-35-41-6241

Total Expenditures (56,960)
 Net Change (56,960)

FY 2012
BUDGET AMENDMENTS
BOND FUND #712

Un-Audited Fund Bal	189,652
FY 2012 Budgeted Re	0
FY 2012 Budgeted Apr	(187,032)
Budget Amendments (i	(2,620)
Ending Fund Balance	0

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
------------	--------	--------	-------------	----------------

Matching Revenues to Expenditures:
neutral

190	Interest	712-00-00-4400
-----	----------	----------------

Total Revenues 190

New Expenditures:
increase
increase

(2,620)	Municipal Building	709-00-00-6720
(190)	Splash Park	709-00-00-6715

Total Expenditures (2,810)
Net Change (2,620)

FY 2012
BUDGET AMENDMENTS
CERTIFICATES OF OBLIGATION, SERIES 2012 FUND #721

Un-Audited Fund Balan 1,741,684
FY 2012 Budgeted Re 0
FY 2012 Budgeted App 0

Budget Amendments (1,395,890)
Ending Fund Balance 345,794

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
------------	--------	--------	-------------	----------------

Matching Revenues to Expenditures:
Other Revenue neutral

Total Revenues 0

Matching Expenditures to Revenues:

(125,000)	Convention Center	721-00-00-6159
(380,020)	CC - Streets	721-00-00-6160
(62,870)	CC Water/ Wastewater	721-00-00-6161
(750,000)	System Study Improvements	721-00-00-6501
(25,000)	Chestnut Street Improvements	721-00-00-6607
(53,000)	Municipal Building	721-00-00-6720

Total Expenditures (1,395,890)
Net Change (1,395,890)

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 23, 2012

MEETING DATE: August 28, 2013

1. Agenda Item: **Consideration, discussion and possible action on presentation and acceptance of proposed Bastrop Economic Development Corporation Budget for Fiscal Year 2012-2013.**

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

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

The attached proposed Fiscal Year 2012-2013 BEDC Budget was approved by the BEDC Board of Directors at their August 20, 2012 Board Meeting.

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: _____

BASE BUDGET REPORT

82

AS OF: SEPTEMBER 30TH, 2012

601-BASTROP E.D.C. FUND

REVENUES	AME	2010-2011 ACTUAL	2011-2012 BUDGET	Y-T-D ACTUAL	% OF BUDGET	2011-2012 PROJ ACTUAL	2012-2013 BASE BUDGET
TAXES & PENALTIES							
00-00-4005 SALES TAX		1,360,962.30	1,379,170	1,462,302.10	106.03	1,525,000	1,476,050.00
TOTAL TAXES & PENALTIES		1,360,962.30	1,379,170	1,462,302.10	107.45	1,525,000	1,476,050.00
CHARGES FOR SERVICES							
00-00-4047 LEASE AGREEMENT		60,000.00	0	0.00	0.00	0	0.00
TOTAL CHARGES FOR SERVICES		60,000.00	0	0.00	0.00	0	0.00
OTHER REVENUE							
TOTAL OTHER REVENUE		0.00	0	0.00	0.00	0	0.00
INTEREST INCOME							
00-00-4400 INTEREST INCOME		5,235.41	5,000	3,150.69	63.01	3,400	3,400.00
00-00-4401 INTEREST RECEIVED ON NOTES		3,033.40	3,250	2,764.31	85.06	3,250	3,250.00
TOTAL INTEREST INCOME		8,268.81	8,250	5,915.00	71.53	6,650	6,650.00
MISCELLANEOUS							
00-00-4514 MISCELLANEOUS INCOME		75.00	100	3,017.49	3,017.49	2,500	4,000.00
TOTAL MISCELLANEOUS		75.00	100	3,017.49	4,023.32	2,500	4,000.00
TRANSFERS-IN							
TOTAL TRANSFERS-IN		0.00	0	0.00	0.00	0	0.00
TOTAL REVENUE		1,429,306.11	1,387,520	1,471,234.59	102.93	1,534,150	1,486,700.00

BASE BUDGET REPORT

83

AS OF: SEPTEMBER 30TH, 2012

601-BASTROP E.D.C. FUND

EXPENDITURES	AME	2010-2011 ACTUAL	2011-2012 BUDGET	Y-T-D ACTUAL	% OF BUDGET	2011-2012 PROJ ACTUAL	2012-2013 BASE BUDGET
NON-DEPARTMENT							
=====							
00-NON-PROGRAM							
=====							
TOTAL 00-NON-PROGRAM		0.00	0	0.00	0.00	0	0.00
TOTAL NON-DEPARTMENT		0.00	0	0.00	0.00	0	0.00
BEDC ADMINISTRATION							
=====							
00-NON-PROGRAM							
=====							
PERSONNEL SERVICES							
70-00-5101 BEDC OPERATIONAL SALARIES		141,058.15	144,540	116,709.48	80.75	144,540	149,743.00
70-00-5114 BEDC PRE-EMPLOYMENT EXPEN		7,819.51	2,600	2,600.00	100.00	0	0.00
70-00-5116 LONGEVITY		548.01	115	114.00	99.13	114	200.00
70-00-5117 OVERTIME		1,689.37	2,500	1,821.50	72.86	0	0.00
70-00-5150 SOCIAL SECURITY		10,554.18	11,150	9,261.38	83.06	11,150	11,471.00
70-00-5151 RETIREMENT		11,622.00	13,840	11,070.00	79.99	13,840	14,356.00
70-00-5155 GROUP INSURANCE		12,716.86	16,220	14,412.16	88.85	16,220	17,771.00
70-00-5156 WORKER'S COMPENSATION		662.16	700	450.49	64.36	700	657.00
TOTAL PERSONNEL SERVICES		186,670.24	191,665	156,439.01	83.81	186,564	194,198.00
SUPPLIES & MATERIALS							
70-00-5201 SUPPLIES		3,652.65	4,500	2,928.70	65.08	4,000	4,500.00
70-00-5203 POSTAGE		60.04	670	263.16	39.28	300	670.00
70-00-5206 OFFICE EQUIPMENT		4,636.27	20,000	9,603.66	48.02	20,000	5,000.00
TOTAL SUPPLIES & MATERIALS		8,348.96	25,170	12,795.52	153.26	24,300	10,170.00
MAINTENANCE & REPAIRS							
70-00-5301 MAINT OF EQUIPMENT		226.51	1,361	1,360.49	99.96	1,360	1,000.00
70-00-5345 BUILDING REPAIRS & MAINT.		2,715.62	3,000	2,304.00	76.80	2,500	3,000.00
TOTAL MAINTENANCE & REPAIRS		2,942.13	4,361	3,664.49	124.55	3,860	4,000.00
OCCUPANCY							
70-00-5401 COMMUNICATIONS		2,758.82	5,500	5,103.42	92.79	5,000	5,640.00
70-00-5403 UTILITIES		3,869.52	4,500	3,045.04	67.67	4,000	3,810.00
TOTAL OCCUPANCY		6,628.34	10,000	8,148.46	122.93	9,000	9,450.00

BASE BUDGET REPORT

84

AS OF: SEPTEMBER 30TH, 2012

601-BASTROP E.D.C. FUND

EXPENDITURES	AME	2010-2011 ACTUAL	2011-2012 BUDGET	Y-T-D ACTUAL	% OF BUDGET	2011-2012 PROJ ACTUAL	2012-2013 BASE BUDGET
CONTRACTUAL SERVICES							
70-00-5505	PROFESSIONAL SERVICES	46,072.22	125,750	99,681.86	79.27	125,750	70,000.00
70-00-5525	LEGALS	48,897.86	25,000	16,656.29	66.63	21,000	20,000.00
70-00-5540	PROPERTY INSURANCE	1,686.30	2,000	1,819.53	90.98	2,000	2,000.00
70-00-5572	PARKS/RECREATION PLANNING	10,000.00	0	0.00	0.00	0	0.00
70-00-5573	PARKS/RECREATION SUPPORT	0.00	35,000	32,083.26	91.67	35,000	39,500.00
70-00-5598	CITY ADMINISTRATIVE SUPPORT	35,000.00	50,000	42,083.26	84.17	50,000	80,000.00
	TOTAL CONTRACTUAL SERVICES	141,656.38	237,750	192,324.20	135.77	233,750	211,500.00
OTHER CHARGES							
70-00-5603	MARKETING TRIPS	3,479.54	8,000	4,575.53	57.19	8,000	8,500.00
70-00-5604	BUSINESS DEVELOPMENT	0.00	5,000	4,739.24	94.78	5,000	7,500.00
70-00-5605	TRAVEL & TRAINING	5,383.39	6,000	4,065.38	67.76	6,000	6,500.00
70-00-5606	AUTO ALLOWANCE - STAFF	2,283.20	6,000	5,076.72	84.61	6,000	6,000.00
70-00-5611	BILLBOARDS	12,282.00	15,000	10,324.00	68.83	12,000	13,000.00
70-00-5615	DUES, SUBSCRIPTIONS & PUBLI	2,351.32	5,000	2,507.59	50.15	4,500	8,500.00
70-00-5631	BONDS FOR BEDC OFFICERS	242.00	675	242.00	35.85	675	675.00
70-00-5633	LOCAL/MISC ADVERTISING	6,177.50	20,000	19,399.05	97.00	18,500	17,500.00
70-00-5634	NATIONAL ADVERTISING	32,015.00	48,582	44,089.62	90.75	48,582	30,000.00
70-00-5635	BEDC NEWSLETTER	272.76	2,000	0.00	0.00	1,000	2,000.00
70-00-5638	SPL PROJECTS-DOWNTOWN GRANT	88,597.33	100,000	7,927.95	7.93	33,000	80,000.00
70-00-5644	380 AGREEMENT REIMBURSEMENT	79,224.43	145,000	101,824.44	70.22	140,000	200,000.00
70-00-5646	SPL PROJECTS-OTHER/MISC CON	9,932.00	100,000	0.00	0.00	100,000	100,000.00
70-00-5647	UNFORESEEN PROJECTS/INCENTI	1,908.68	0	0.00	0.00	0	0.00
70-00-5648	SPL PROJECTS - BUS OUTREACH	0.00	0	0.00	0.00	0	8,000.00
70-00-5655	EQUIPMENT RENTAL	42.63	150	10.08	6.72	25	150.00
70-00-5689	OPPORTUNITY AUSTIN	10,000.00	10,000	10,000.00	100.00	10,000	10,000.00
70-00-5698	BEDC GRANT EXPENSE	100,000.00	0	0.00	0.00	0	0.00
70-00-5700	TARGETED MARKETING	11,791.37	12,000	11,715.10	97.63	12,000	14,500.00
	TOTAL OTHER CHARGES	365,983.15	483,407	226,496.70	61.89	405,282	512,825.00
CONTINGENCY							
70-00-5900	CONTINGENCY	0.00	8,991	0.00	0.00	0	13,791.00
	TOTAL CONTINGENCY	0.00	8,991	0.00	0.00	0	13,791.00
CAPITAL OUTLAY							
70-00-6030	PARK TRUCK	0.00	0	0.00	0.00	0	30,000.00
70-00-6104	MAIN STREET LIGHTING IMPROV	156,279.02	50,046	50,045.83	100.00	50,046	0.00
70-00-6712	ALLEY B INFRASTRUCTURE	400,196.19	12,700	11,195.00	88.15	11,195	0.00
	TOTAL CAPITAL OUTLAY	556,475.21	62,746	61,240.83	11.01	61,241	30,000.00

BASE BUDGET REPORT

85

AS OF: SEPTEMBER 30TH, 2012

601-BASTROP E.D.C. FUND

EXPENDITURES	AME	2010-2011 ACTUAL	2011-2012 BUDGET	Y-T-D ACTUAL	% OF BUDGET	2011-2012 PROJ ACTUAL	2012-2013 BASE BUDGET
DEBT SERVICE							
70-00-7137 C OF O SERIES 2010 PRINCIPA		0.00	0	0.00	0.00	0	38,170.00
70-00-7138 C OF O SERIES 2010 INTEREST		59,908.33	38,450	32,041.70	83.33	38,450	38,061.00
70-00-7501 C OF O SERIES 2008A PRINCIP		12,757.50	13,980	11,643.80	83.29	13,980	18,225.00
70-00-7502 C OF O SERIES 2008A, INTERE		22,436.34	21,800	18,165.50	83.33	21,800	21,100.00
TOTAL DEBT SERVICE		95,102.17	74,230	61,851.00	65.04	74,230	115,556.00
TRANSFERS OUT							
70-00-8001 TRANS OUT - GENERAL FUND #1		114,580.00	0	0.00	0.00	0	0.00
70-00-8124 TRANS OUT - MAIN STREET #50		80,000.00	40,000	36,666.63	91.67	40,000	40,000.00
TOTAL TRANSFERS OUT		194,580.00	40,000	36,666.63	18.84	40,000	40,000.00
TOTAL 00-NON-PROGRAM		1,558,386.58	1,138,320	759,626.84	48.74	1,038,227	1,141,490.00
ADMINISTRATION							
=====							
CAPITAL OUTLAY							
70-10-6602 TECHNOLOGY AND JACKSON DRIV		44,522.50	15,000	8,472.50	56.48	15,000	15,000.00
TOTAL CAPITAL OUTLAY		44,522.50	15,000	8,472.50	19.03	15,000	15,000.00
DEBT SERVICE							
70-10-7097 INTEREST EXPENSE ON FNB NOT		0.00	0	104.51	0.00	0	0.00
70-10-7603 BOND PRINCIPAL 2006		185,000.00	195,000	162,500.00	83.33	195,000	200,000.00
70-10-7604 BOND INTEREST 2006		67,536.50	59,010	49,173.30	83.33	59,010	50,020.00
70-10-7999 FISCAL AGENT FEES		36.45	610	0.00	0.00	610	610.00
TOTAL DEBT SERVICE		252,572.95	254,620	211,777.81	83.85	254,620	250,630.00
TOTAL ADMINISTRATION		297,095.45	269,620	220,250.31	74.13	269,620	265,630.00
BEDC INDUSTRIAL PARK							
=====							
MAINTENANCE & REPAIRS							
70-71-5301 PARK MAINTENANCE		0.00	79,580	72,948.26	91.67	79,580	79,580.00
TOTAL MAINTENANCE & REPAIRS		0.00	79,580	72,948.26	0.00	79,580	79,580.00
TOTAL BEDC INDUSTRIAL PARK		0.00	79,580	72,948.26	0.00	79,580	79,580.00
TOTAL BEDC ADMINISTRATION		1,855,482.03	1,487,520	1,052,825.41	56.74	1,387,427	1,486,700.00
*** TOTAL EXPENSES ***		1,855,482.03	1,487,520	1,052,825.41	56.74	1,387,427	1,486,700.00

*** END OF REPORT ***

CITY OF BASTROP

AGENDA ITEM

D.3

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 23, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Consideration, discussion and possible action on a request from the Bastrop County Historical Society ("BCHS") regarding permission to serve alcoholic beverages at an event tentatively scheduled for Monday, September 24, 2012 at the Bastrop County Historical Society Museum and Visitor Center located at 904 Main Street, which is City Property under lease to the BCHS.**

2. Party Making Request: **Robbie Sander, President – Bastrop County Historical Society**

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

The City has received a letter (attached) from the Bastrop County Historical Society requesting they be allowed to serve alcoholic beverages at a "hard hat tour" event that is tentatively scheduled for Monday, September 24, 2012.

The BCHS leases this public property from the City. Attached is a copy of the "Municipal Land/Facility Lease and Construction Funding Agreement" between the City of Bastrop and the Bastrop County Historical Society. Page 8 of the Agreement states that sale, service or availability of alcoholic beverages on the Leased Premises shall be in compliance with the "then existing City policies (in concurrence with other similarly situated City owned properties), procedures and applicable Texas Alcohol Beverage Commission (TABC) permitting/licensing regulations and laws".

It has always been City Councils' general policy that alcohol beverages are not allowed to be served or consumed at City facilities, because allowing the service and consumption of alcoholic beverages at City facilities presents a potential liability issue for the City.

The single exception is related to such activity at the City owned and operated "Convention Center", which was formally approved by the Council. To address the potential liability issues involved, the "Convention Center" implemented special "insurance and liability coverage policies" for such service, which was approved by the Council.

In addition, the sale and consumption of beer, wine and mixed beverages is restricted by the City's Code, Chapter 4, and may only occur at specified, approved locations in town, one of which is the Convention Center. (See Code, Section 4.02.008 (c). Policy Implication:

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____Approved _____Disapproved _____None

10. Manager's Recommendation: _____Approved _____Disapproved _____None

11. Action Taken: _____

BASTROP COUNTY HISTORICAL SOCIETY

702 MAIN STREET
BASTROP, TEXAS 78602
(512) 303-0057

August 23, 2012

Mayor Terry Orr
Members of Bastrop City Council
1311 Chestnut Street
Bastrop, Texas 78602

Dear Mayor Orr and Members of the City Council,

Building construction for the new Museum and Visitor Center of the Bastrop County Historical Society is in its final stages. We hope to have the facility ready in a couple of months thanks to the generous contributions of our City and many individuals throughout our community and State. We are continuing to solicit individual contributions, grants and corporate donations so that we can fund our exhibits.

As we have in our current facility, we anticipate that we will host events from time to time in our new building; such as, our annual Rendezvous, other fundraisers, VIP tours, and educational sessions. In fact, we are planning a "hard hat tour" as part of our donor recognition program for our major donors and city officials with the tentative date of Monday, September 24, 2012. We would like to serve beer and wine at this and other events.

Since our building is leased from the city, we would like to request that we be granted permission to serve alcoholic beverages at this event. The Society will follow all of the applicable requirements under TABC when hosting an event and serving alcohol.

We understand this will necessitate a vote of approval by the council. We appreciate your consideration of our request so that we can move forward with our first event.

Sincerely,



Robbie Sanders
President

Our Mission:
To preserve and promote the history of Bastrop County

**THE STATE OF TEXAS
COUNTY OF BASTROP
CITY OF BASTROP**

**§
§
§**

**MUNICIPAL LAND/FACILITY
LEASE AND CONSTRUCTION
FUNDING AGREEMENT**

This is a Lease and Construction Funding Agreement ("Lease" or "Agreement") made this 28th day of April 2009 ("Effective Date"), by and between the City of Bastrop hereinafter referred to as "City" or "Lessor", the owner of the real property and improvements (locally known as the "Old City Hall") located at 904 Main Street, Bastrop, Texas ("Property"), and the Bastrop County Historical Society, hereinafter referred to as "Society" or "Lessee" a 501(c)(3) organization operating pursuant to the Laws of Texas.]. The purpose of this Lease is for Lessee to lease real property and the improvements thereon for the renovation and construction of a new facility to be used as the Bastrop Historical Museum ("Museum") and Bastrop Old Town Visitor Center ("Center"), upon terms and conditions agreeable to the Parties. The City and the Society may be jointly referred to herein as "Parties" and singularly as "Party." The Museum and the Center and the structures housing same, and appurtenances appertaining thereto, may be jointly referred to herein as the "Improvements," and/or "Leased Premises." The definitional titles referred to herein are for purposes of the Agreement, and the Parties acknowledge the Society may desire to 're-name' the Museum and/or Center in the future, which re-naming may be done upon notice to the City.

RECITALS

The City and the Society find it mutually advantageous for the Society to renovate and repurpose the City owned structure, locally known as the "Old City Hall" into a facility featuring a Historic Museum to house historical artifacts and documents related to Bastrop County and the City, and to house and operate the Bastrop Old Town Visitor's Center that will provide information regarding the community of Bastrop to visitors and tourists. (Referred to herein as the "Project").

At the time of this Agreement, the City is in the initial stages of planning and construction a new City Hall Facility at another location. While definite dates related to that effort have not been established, it is the City's goal, at this time, to occupy the new City Hall Facility within approximately eighteen (18) months of the date of this Agreement. However, the Parties agree that nothing contained herein is intended to or will obligate the City to vacate the Old City Hall on any date specific. The City will keep the Society apprised of progress on the planning, design and construction of the new City Hall facility. Conversely, the Society will keep the City apprised of the status of its fundraising efforts as they relate to the Capital Campaign Account, by providing the City Manager with periodic written reports on the status of the Society's fund raising efforts.

In preparation for this Project, the Parties have cooperated in gathering information, prepared a survey of the Leased Premises and conducted various studies and evaluations of the property and structures (such as a Phase I Environmental Assessment and Asbestos Survey) to determine the condition of the Old City Hall and the overall feasibility of the Project.

To accomplish the goals of the City and the Society, the Society has agreed to undertake a major renovation of the Old City hall, to make it suitable for the public uses and purposes stated herein. To assist with this effort, the City has agreed to provide conditional funding from the City's HOT revenue fund, as set forth in more detail herein below.

Further, in order to accomplish the goals of the City and the Society, the Parties agree it is necessary to enter into this Agreement, which addresses: (1) the terms of the lease from the City to the Society of the City's property, and (2) the terms related to funding contributions by the City and the construction of the renovated/repurposed facility by the Society.

NOW THEREFORE, for consideration acknowledged to be adequate and sufficient, the Parties hereby agree as follows:

THE LEASE

ARTICLE I. LEASED PREMISES AND PRIVILEGES

- 1.01 Leased Premises. For and in consideration of the term, conditions and covenants of this Lease to be performed by Lessee, City hereby leases, demises and lets unto Lessee, on the Lease Initiation Date noted herein in Sec. 3.01, certain real property known locally as the Old City Hall, physically located at 904 Main Street, Bastrop, Texas, as shown on attached Exhibit "A," which is incorporated herein for all purposes (the "Leased Premises.") The Parties specifically agree and acknowledge that no other real property or improvements other than those specifically identified on Exhibit "A" and the Improvements to be constructed therein as per this Lease, are subject to this Lease. The Leased Premises is generally comprised of: (1) real property with an area covering 0.227 acres, and (2) an existing structure (i.e., the Old City Hall) of approximately 4634 [see 8.01, 4875 includes non HVAC] square feet of HVAC and storage space, which will ultimately become the renovated and expanded structure (i.e., construction of the elevator core, as per Sec. 8.01, below) that will be occupied by Lessee.
- 1.02 Use of Premises. Beginning on the Lease Initiation Date, Lessee shall be entitled to occupy the Lease Premises to renovate/reconstruct the existing Old City Hall located on the Leased Premises, pursuant to City approval, as detailed herein below, for the sole purposes of: (1) operating and maintaining an historical museum open to the public ("Museum"), (2) operating a museum retail shop limited to selling materials and publications related to the museum, and (3) operating the Bastrop Old Town Visitor Center ("Center"), under the terms and provision more fully set forth herein. Except as noted in more detail herein, in Section 4.14, below, Lessee is prohibited from using the Leased Premises for any purpose that is not in the best interest of the City's and consistent with the Society's mission, without obtaining prior City Council permission for such additional uses. Prior to any use not authorized herein, Lessee shall first secure the written consent of City. Lessee warrants, covenants and agrees that it shall not occupy or use the Leased Premises for any other purposes and, further, acknowledges and agrees that such use could result in automatic termination of the Lease in accordance with Article 7.01. Further, Lessee agrees that, at all times, the use of the Leased Premises shall be in conformity with all existing applicable ordinances, rules and

regulations of City, all future ordinances, rules and regulations of City necessary for health, safety and welfare of the public, and in conformity with all statutes, ordinances, regulations or other requirements of any government authority having jurisdiction over the Leased Premises. Lessee shall not make or permit any use of the Leased Premises which constitutes a public or private nuisance as a direct result of scheduled activities/functions or which may render void, voidable or unenforceable any insurance in force, pursuant to the provisions of this Agreement.

- 1.03 Access to Lessor; Authority and Quiet Possession. During all periods of this Lease, Lessee shall allow immediate, open and unfettered access to the Leased Premises by Lessor for inspection, upon request of Lessor. The Parties acknowledge and agree that the City has full right and lawful authority to enter into and perform the City's obligations under this Lease for the full term of the lease.

City covenants that if Lessee shall discharge the obligations herein set forth to be performed by Lessee, Lessee shall have and enjoy, during the term hereof, and all extensions hereinafter provided, quiet and undisturbed possession of the Leased Premises and all appurtenances appertaining thereto, together with the right to occupy and use the Leased Premises as contemplated herein. Provided, however, that this Lease is subject to the legal right of the City, as provided herein below in Section 7.09, related to overarching public need or necessity.

- 1.04 Ownership of Leased Premises and Improvements. The Parties acknowledge and agree that the City shall have, at all times, the exclusive ownership right to the Leased Premises, all improvements and the appurtenances thereto, at all times and, further, that Lessee's rights under this Agreement are strictly limited to those of a tenant with temporary use and occupation rights as set forth herein.
- 1.05. Ownership of the Collection. The Parties acknowledge and agree that the Society shall have, at all times, the exclusive ownership right to the artifacts, object documents and items that make up the Museum's permanent collection ("Collection"), except for any items that explicitly belong to the City (or others, such as collections on loan), that are housed by the Society in the Museum.

ARTICLE II. COMPENSATION FOR LEASE

- 2.01 Rent. Beginning on the Lease Initiation Date, Lessee shall pay Rent in the sum of \$10.00/per year for said Leased Premises with the first and last year's rental paid in advance. Thereafter such rental shall be paid annually, in advance, due and payable on the first of each year, following the Lease Initiation Date.
- 2.02 Delinquent Payment/Place of Payment. Lessee agrees that all rental payments are due and payable and shall be paid by Lessee without demand or notice in writing from City. Failure of Lessee to pay any rental may, at the City's discretion, constitute Lessee's default of this Lease, unless expressly waived, in writing, by the Lessor.

All payments made hereunder by Lessee shall be made to City at the offices of the City of Bastrop; Attn: City Manager; P. O. Box 427; Bastrop, TX 78602, unless notified in writing to the contrary by City.

ARTICLE III. COMMENCEMENT, TERM AND TERMINATION OF LEASE

- 3.01 Lease Initiation Date. The Lease Initiation Date shall be sixty (60) days following the City's vacation of the Leased Premises. ["Lease Initiation Date"]
- 3.02 Term of Lease. The term of this Lease for the property described in Exhibit "A", shall commence on the Lease Initiation Date and shall continue for twenty (20) years ("Primary Term") unless sooner terminated or extended as hereinafter provided. At the expiration of the Primary Term of this Lease, and Lessee not being in default in any rental payments required to be paid and/or other obligations required of Lessee by the terms of this Lease, the City may, at its sole discretion, approve (if requested in writing by Lessee), subsequent renewals of the Lease for two (2) additional ten (10) year terms. ("Renewal Terms"), which Renewal Terms shall commence on the day following the expiration of the Primary Term or the preceding Renewal Term. Any Renewal Term shall be based upon the conditions specified herein; any additional or amended requirements set by the Lessor for the Extended Term(s) and upon the rental schedule, as stated herein, unless otherwise agreed to by the Parties at the time of the Renewal. Lessee shall give to City notice of its intention to request an option for any Renewal, in writing, on or before one hundred twenty (120) days prior to the end of the Primary Term or subsequently approved Renewal Terms. Lessee's failure to provide this notice shall be deemed to be notice to City that Lessee desires not to renew, and thus, no renewal shall occur.

The Parties acknowledge and agree that all permanent Improvements and appurtenances thereto located on the Leased Premises, as well as the Leased Premises itself are owned exclusively by the City.

The Parties agree that Lessee shall timely and peaceably vacate the Premises within ninety (90) days of the termination or expiration of the applicable Lease period with any "holding over" to be as a tenant at will.

- 3.03 Holding Over. Any holding over by Lessee after the expiration or termination of this Lease, including the agreed upon time to vacate noted in 3.02, supra, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a holdover tenant at will of City and shall pay to City a Hold Over Rental of \$100.00, per day, for each day Lessee occupies the Leased Premises after the termination of this Lease.

Notwithstanding anything herein, the City retains all rights allowable by law and equity to remove Lessee from the Leased Premises and recover damages, in the event such action is necessary to protect the best interest of the public, in the City's sole discretion.

- 3.04 Termination for Failure to Operate Museum and Center. In the event that Society fails to meet any of its obligations as set forth in this Agreement and Exhibits attached hereto, or ceases to operate the Leased Premises as a Museum and Visitor's Center in accord with the City's standards for same, then the Lease shall terminate and control of the

Leased Premises and Improvements thereon shall revert solely to the City, subject to the City's Buy-Out Obligations, as detailed in Article IX, and the Default and Opportunity to Cure, as detailed in Article VII 7.01, below.

ARTICLE IV. COVENANTS AND CONDITIONS

- 4.01 Non-Discrimination. The Lessee, for itself, its personal representatives, successors in interest, and approved assigns, if any, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- (A) No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to discrimination under any program or activity that shall occur on the Leased Premises; and,
 - (B) That in the renovation of the Old City Hall and/or the construction of any improvements on, over, or under the Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, sex, religion or nation origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (C) That the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Code of Federal Regulations, Title 49, Transportation Subtitle A, Office of the Secretary of Transportation, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, Section 21.5 Discrimination prohibited; and
 - (D) That the Lessee shall at all times use the Leased Premises in compliance with all Non-Discrimination policies, laws and regulations either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, the City of Bastrop, or their successors.
- 4.02 Abide by All Laws. Lessee agrees to abide by all laws, statutes, policies, ordinances, rules and regulations of the United States, the State of Texas, the City of Bastrop and of all other duly constituted public authorities having jurisdiction. No provision in this Lease Agreement shall be construed as being in conflict with same.
- 4.03 Non-Assignment/Subletting. Lessee may not assign this Lease or sublease any part or the entire Leased Premises or Improvements without the prior written consent of the City. Any attempt to do so without City's consent shall be null and void. Neither the acceptance or rent from any assignee or sublessee, nor the passage of time after any such assignment or sublease, shall constitute a waiver of this express prohibition. City's written approval to any particular such assignment or sublease shall not constitute City's approval of any subsequent assignment or sublease and shall not relieve Lessee from the performance of its obligations hereunder, including, but not limited to, the payment of Rent.

- 4.04 Acceptance of Premises. Lessee agrees to accept and occupy the Leased Premises and all improvements thereon on an "**AS IS**" basis; further, City hereby disclaims, and Lessee accepts such disclaimer, as to warranty, either express or implied, of the condition, use, or fitness for purpose of the Leased Premises and all existing or future improvements thereon. Except as specifically detailed herein in Article VIII, related to construction contributions by the City, Lessee assumes full responsibility for any renovations, repairs and/or construction, at its own and sole expense, as may be necessary for the safe and/or efficient use of the Leased Premises and Improvements and to furnish any equipment necessary to properly use the Leased Premises and operate the Museum and Visitor's Center thereon.
- 4.05 Utilities. Lessee agrees to pay all charges for gas, water, wastewater, electricity, telephone, telecommunication services and other utilities used on or furnished to the Leased Premises.
- 4.06 Operation and Maintenance of Leased Premises and Improvements by Lessee. Lessee agrees to be responsible for all operations, maintenance and repair of all items on the Leased Premises including all improvements, buildings, structures, grounds, pavements, utilities, grass cutting, landscaping, trash collection and removal and all other maintenance requirements that may arise. Lessee agrees that the Property, together with all improvements, shall be maintained in a safe, clean and attractive condition at all times. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of Lessee's activities. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, crates, packing materials or other similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

Lessee herein agrees not to utilize or permit others to utilize areas on the Leased Premises which are located on the outside of the Leased Premises in any manner that would distract from the appearance of, access to, or utility of the Leased Premises and Improvements.

- 4.07 Taxes. Lessee agrees to pay, in addition to the Rent provided for herein, all taxes, including general and special assessments, ad valorem taxes and other charges of any kind levied on or assessed on the Leased Premises and all interests in the premises and all improvements and other property on them during the Lease term(s), whether belonging to Lessee or City, if any are assessed. Lessee will pay all taxes, charges and assessments directly to the public officer charged with their collection not fewer than fifteen (15) days before they become delinquent, and Lessee will indemnify City and hold it harmless from all such taxes, charges and assessments, if any. Lessee may, in good faith at its own expense, contest any such taxes, charges and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

- 4.08 No Liens. Lessee covenants and guarantees that it shall take no action that shall result in the imposition of any lien, including mechanic and materialmen's liens, upon the Leased Premise, Property or Improvements, without the express written permission of the City.
- 4.09 Operation/Staffing. Lessee acknowledges and agrees that it shall be solely responsible for employing, compensating or otherwise obtaining (e.g., through hiring and/or volunteer efforts) staff sufficient to professionally operate the Museum and Center, during all times noted herein.
- 4.10 Hour of Operation of Museum and Center. The Lessee shall operate and properly staff the Museum and Center a minimum of twenty hours a week, and shall be open to the public a minimum of six (6) days per week. The Museum and Center may be closed on the locally recognized holidays.
- 4.11 Signage. All signage related to the Museum and Center shall be in conformance with City Code and cost for same shall be borne by the Lessee. The design of the signage shall be presented to and approved by the City Council prior to manufacture and installation.
- 4.12 Inspection. City shall have the right to enter the Leased Premises at reasonable times during normal business hours, for inspection and to make written request that repairs be made to the Premises and Improvements as may be necessary for the safe and efficient use of the Leased Premises and Improvements; or, at City's option, City shall have the right to make repairs, additions or alterations as may be necessary for the safety or preservation of the Leased Premises and Improvements at Lessee's expense.
- 4.13 Security. The Lessee shall be responsible for the installation and operation of appropriate security devices, equipment and programs for the Leased Premises and shall maintain same, in good repair through out the term of the Lease.
- 4.14 Approved Activities on Leased Premises: The Parties acknowledge and agree that the following activities will be permitted on the Leased Premises, so long as sponsored by and supervised by the Society:
- Fund raising events,
 - Ceremonial events related to Bastrop cultural and natural history,
 - Education activities related to Bastrop's cultural, fine arts and natural history,
 - Community events related to activities on Main Street and the Riverwalk,
 - Traditional music performance (with potential sale of related recordings),
 - Audio-visual performances, exhibits / events / activities / related to Texas history (if these created a "regional draw" of visitors for example), and
 - Others which are consistent with the Society's Mission and in the best interest of the City.

- 4.15 Alcoholic Beverage Service/Sales: Sale, service or availability of alcoholic beverages on the Leased Premises shall be in compliance with the then existing City policies (in concurrence with other similarly situated City owned properties), procedures and applicable Texas Alcoholic Beverage Commission (TABC) permitting/licensing regulations and laws.

ARTICLE V. INSURANCE

- 5.01 Insurance. As a condition precedent to Lessee's right to operate the Museum and Center on the Leased Premises, Lessee shall be solely responsible for and shall continuously maintain in effect during the term of this Agreement and any extension thereof, at Lessee's sole expense, the following insurance coverage:

- (A) Comprehensive General (Public) Liability Insurance. Covering the Leased Premises, the Lessee, and its activities at the Premises, including any construction performed thereon. Liability insurance limits shall be in the following minimum amounts:
- (B) Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage on a per occurrence basis or on a 'claims made' basis with a \$1,000,000 aggregate limit.
- (C) Fire and extended coverage. In amounts sufficient to cover the replacement value of any building, museum displays, appurtenances or other facilities erected during this Lease or currently existing on the Property and the Leased Premises. In addition, the Lessee shall obtain insurance to cover the Society's liability on any collection or individual piece of art, artifact and/or historical object stored, displayed, or existing in the Museum at any time. This coverage shall include theft, vandalism, malicious mischief, as well as damages caused from weather conditions, and acts of God.
- (D) Collection and Contents. Lessee is solely responsible for obtaining and maintaining insurance in amounts sufficient to cover liability on all Collections, (whether permanent or on loan) and all other contents at or on the Leased Premises.
- (E) All policies shall name the City of Bastrop as an 'additional named insured' and provide for a minimum of thirty (30) days written notice to the City prior to the effective date of any cancellation, material change, or lapse of such policies.
- (F) All policies entered into by the Lessee must be approved by the City in writing prior to the execution of same to ensure that the provisions of this section are fully satisfied.

- (G) The City shall be provided with a copy of any insurance policy existing on the Leased Premises, Improvements, collections, contents, historical objects, artifacts and/or art stored or displayed in the Museum.
- (H) Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City.
- (I) In the event of payment of any loss covered by any insurance policies, City shall be paid first by the insurance company for its loss. Lessee shall provide Certificates of Insurance and enforcement to the City for approval before work commences.
- (J) The Parties agree and acknowledge that nothing herein shall act as Lessee's waiver of subrogation to the City and its insurer.

5.02 Destruction of the Leased Premises.

If the Leased Premises, Improvements or facilities located thereon, are partially damaged by any casualty insurable under Lessee's insurance policy, Lessee shall, upon receipt of the insurance proceeds, repair the same in a manner approved by the City.

If the Leased Premises or Improvements are damaged as a result of a risk which is not fully covered by Lessee's insurance, Lessee shall either (a) repair or rebuild the damaged Improvements to the extent of available insurance proceeds, or (b) terminate this Lease and assign the insurance proceeds to City. If Lessee fails to repair or rebuild the damaged Improvements to the extent of available insurance proceeds or terminate this Lease and assign insurance proceeds to City, the City, at its sole option, shall have the right to terminate this Lease and resume sole control of the Leased Premises and Improvements thereon.

- 5.03 Independent Contractor. During all times that this Lease is in effect, the Parties agree that Lessee is and shall be deemed to be an independent contractor and/or operator and further, Lessee is expressly not an agent, representative, department, contractor or employee of the City with respect to Lessee's acts or omissions hereunder. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the Parties hereto.

- 5.04 Lessee expressly agrees that all art, artifacts and historical items are to be stored and/or displayed at Lessee's sole risk.

VI. INDEMNIFICATION, WAIVER AND HOLD HARMLESS

- 6.04 **Indemnity, Waiver and Hold Harmless.** Lessee agrees to indemnify, waive and hold harmless the City and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions which may arise out of or result from this Agreement and/or from Lessee's occupancy, use renovation or construction of the Leased Premises, Improvements and/or facilities, located thereon, including any and all activities arising out of or connected in anyway with or incidental to this Lease Agreement. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, employees, volunteers, agents and/or representatives. Lessee shall also indemnify City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Leased Premises demised hereunder arising as a result of Lessee's conduct or activity.

This Indemnity, Waiver and Hold Harmless provision extends to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims by alleged at common law, or statutory or constitutional claims, or otherwise. This Indemnity provision shall apply whether the basis for the claim, suit, demand, and/or action may be attributable in whole or in part to the Lessee, or to any of its agents, servants, representatives, employees, members, volunteers, clients, trustees, patrons, visitors, contractors, and subcontractors (if any) or to anyone directly or indirectly employed by any of them. This indemnity provision shall apply whether or not any percentage of the negligence may be attributed to the City.

Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects of conditions which may now exist or which may hereafter arise upon the Leased Premises or Improvements, any and all such defects being expressly waived by Lessee. Lessee understands and agrees that this Indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such claim asserted by or on behalf of Lessee or any of its members, patrons, visitors, agents, employees, contractors and subcontractors (if any).

It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees, volunteers, members, visitors, clients, patrons, board members, trustees, customers, contractors and subcontractors. Lessee further agrees that it shall at all times exercise reasonable precautions for the safety of, and shall be solely responsible for the safety of its agents, servants, employees, volunteers,

members, visitors, clients, patrons, board members, customers, contractors and subcontractors (if any), and/or other persons, as well as for the protection of supplies, fixtures and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

Provided further, that the Lessee and the City each agree to give the other Party prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or the City. Lessee further agrees that this Indemnity Provision shall be considered as an additional remedy to City and not an exclusive remedy.

ARTICLE VII. DEFAULT AND OPPORTUNITY TO CURE

- 7.01 If Lessee does not timely pay all Rent sums when due, or if Lessee abandons, or in the sole judgment of the City, materially neglects the Leased Premises or Improvements for a period of thirty (30) days or more, or if Lessee is not performing its obligations set forth herein, or is in breach of any terms, provisions, covenants or conditions of this Lease, then the Parties acknowledge and agree that such acts or omissions shall constitute a default by Lessee. In the event of a default or breach by the Lessee, City may immediately (or any time thereafter), initiate termination of this Lease by giving Lessee notice in writing of the default. If default continues for more than fifteen (15) days after notice was provided by the City, the City shall have the right to terminate the Lease. Provided, however, that as to those actions or circumstances which Lessee should do or discontinue doing or correct which create a danger or are detrimental to the public health, safety and welfare, the delinquency shall be cured by Lessee immediately, without need or obligation of notice by City or opportunity to cure by Lessee. Conditions or circumstances creating a dangerous situation or that otherwise imperil the health, safety and welfare of the public shall be conclusive as to Lessee if the determination that they are such is made by the State or City. The terms danger and/or detrimental as herein used, shall mean those things which do or reasonably appear to pose health, safety or welfare concerns for the public, in the discretion of the City. In the event completion of a cure of the default cannot be accomplished by Lessee within the period noted herein, but Lessee is able to demonstrate a concerted and continuous effort and material progress to correct the cure, then City may agree to extension in the length of time to cure, as determined to be reasonable in the judgment of the City.
- 7.02 In case of any default which continues for more than fifteen (15) days after notice is given as herein required, City may, at its option, instead of canceling this Lease, take possession of the Leased Premises and Improvements thereon and re-let or otherwise use or devise all interest in the same. In the event of such an uncured default, the Parties acknowledge that the Lessee shall retain ownership of the collection owned/controlled by Lessee, and City shall not take possession of same. Society will be given ninety (90) days to remove its collection, unless circumstances relate to a dangerous situation as noted herein above at 7.01.

Lessee hereby waives all claims for damages which maybe caused by the re-entry of City and the taking of possession of the Leased Premises or removal or storage of the furniture, fixtures, equipment and property as herein provided, and will save City harmless from any loss, costs or damages occasioned by City thereby, and no such re-entry shall be considered or construed to be a forcible entry. No such re-entry or taking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

- 7.03 Waiver of Statutory Notice to Quit. In the event City exercises its option to cancel this Lease upon the happening of any or all of the events set forth herein, a notice of cancellation given pursuant to the Lease and sent to the address specified in Section 10.06, Notice, or subsequent address provided shall be sufficient to cancel this Lease; and upon such cancellation, Lessee hereby agrees that it will forthwith surrender possession of the Leased Premises and Improvements to the City.
- 7.04 Surrender of Premises. Lessee covenants and agrees that it will, at the termination or expiration of this Lease, in whatever manner such termination may be brought about, promptly surrender and deliver the Leased Premises and Improvements to City in good condition, ordinary wear and tear and damage by any casualty excepted. Lessee, having paid all rent and not in default thereof, shall be given an reasonable time, not to exceed ninety(90) days after the termination or expiration of this Lease, to remove all of Lessee's personal property.
- 7.05 Rights of Mortgagee. Any person, corporation or institution that lends money to Lessee for construction of any structure, building or improvement and retains a security interest in said structure, building or improvement shall, upon default of Lessee's obligations to said mortgagee, have no right to enter upon said Leased Premises or Improvements nor may it operate or manage the Museum and/or Center, or other Improvement, if any.
- 7.06 Effect of Condemnation. If the whole or any part of the Leased Premises shall be condemned or taken by eminent domain proceedings by any city, county, state, federal or other authority for any purpose, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be require for any purpose and the rent shall be paid up to that day, and from that day, Lessee shall have the right to continue in the possession of the remainder of the Leased Premises under the terms herein provided, except that the rent shall be adjusted to such amount as the Parties hereto shall negotiate. All damages awarded for such taking of land for any public purpose shall be apportioned between the parties based upon their proportionate financial contribution toward the part taken in the proceeding.
- 7.07 Non-Waiver for Breach. No acceptance of Rent by City after it is due, and no delay on the part of City in enforcing any obligation of the Lessee, shall be construed as a waiver or any default then, theretofore, or thereafter existing in the performance of any other obligation undertaken by Lessee. No lawful termination of this Lease shall release Lessee from responsibility or liability to the City for rents due and unpaid, nor from the

contractual obligation to perform any and all of the covenants, agreements, or stipulations by the Lessee herein undertaken to be kept and performed.

- 7.08 Attorney Fees. If it becomes necessary for City to secure and/or use the services of an attorney or agent in order to collect any amount due hereunder, or to enforce any of the provisions hereof, Lessee agrees and binds itself to pay to City a reasonable attorney's fee and court costs, which shall bear interest from the date of its accrual at the legal rate for judgments.
- 7.09 Termination Due to Public Interest. Lessee agrees and acknowledges that because the Lease relates to publicly owned real property and structures, pursuant to State law, in the event that the governing body of the City determines that the continuation of the Lease is not in the best interest of the public, then the City may terminate the Lease, with or without cause, upon providing the Lessee with one-hundred eighty (180) days written notice of such termination, stating therein the public purpose that necessitates the termination. Compensation to Lessee due to public interest termination will be subject to the terms set forth in Article IX, "City's Buy-Out Obligations".

DEVELOPMENT AGREEMENT

ARTICLE VIII. PROJECT FUNDING AND CONSTRUCTION

- 8.01 The Project. The Parties acknowledge that as of the Effective Date of the Agreement numerous uncertainties exist related to the Project. Nevertheless, the "Project" as referred to in this Agreement means the redevelopment, reconstructing and renovation of the Old City Hall, pursuant to plans approved by the Council, similar in nature to those shown in Exhibit B, attached hereto, except that Exhibit B shows an approximately 1075 square feet western extension of the "River Room," an approximately 714 square feet exit stair adjacent to this extension, and changes in the location of the Alley, which would require future agreements between the City and Society before becoming parts of the Project.

Further, the Parties acknowledge and agree that all of the Project Components that are the subject of this Agreement are as follows:

PROJECT COMPONENTS	BUDGET ¹
Redevelop the Old City Hall into a Museum and Visitor Center	
a– Renovate existing two floor structure (4,634 HVAC Sq Ft + 240 Sq ft storage) ²	\$325,000
b– Build bathroom – elevator core (1135 sq ft + 180 sq ft covered entry) ³	\$240,000
c – Main-floor exhibit & Lower-floor work/storage space (1265 sq ft) ⁴	\$190,000
Total	\$755,000

8.02 City Contribution to Construction Costs. In support of the proposed construction of the Improvements and the operation of the Museum and Center, the City Council conditionally agrees to contribute certain HOT funds in the future, to be used solely for the construction of the Improvements, as approved by the City Council, on the Leased Premises as detailed in 8.01, supra. All other costs related to the construction of the Improvements, fixtures, displays or other interior equipment related to the Museum and Center shall be borne entirely by the Lessee. As of the Effective Date of this Agreement, the Parties anticipate that funding by both Parties will be in accord with the following:

- A. Within ten (10) business days of final execution of this Agreement by both Parties, the City will provide to Society a total of \$500,000 in HOT revenue funds, ("City's HOT Contribution") which shall be held by Society in a dedicated, interest bearing trust account in the City's approved depository institution, until Society meets its funding obligations as set forth in (B) below.
- B. Upon Society's acceptance of the HOT funds, Society shall have a maximum time of one (1) year from the date that the City vacates the Old City Hall, but in no event less than two (2) years from the date of the Effective Date of this Agreement, to fund its Capital Campaign Account (referred to herein as the "Funding Deadline") in the minimum amount of \$250,000 ("Society's Matching

¹ The Budget figures provided herein are those prepared and presented as a preliminary plan and budget to the City by the Society in its letter to the Mayor and Members of the City Council dated February 24, 2009, and the City has specifically relied upon same in agreeing to enter into this Agreement. Further, the Parties agree that any costs above the budgeted amounts shall be borne solely by the Society. The square footage figures are measured off drawings of the kind presented in Exhibit B, and the Budget amounts are based upon construction costs current in February 2009.

² Includes 258 sq ft of vaults at \$74 per sq. ft, excluding vaults and storage; the Society's preliminary plan and budget assumes a modest cost for asbestos removal and other environmental mitigation.

³ Main floor bathrooms, elevator and vestibule, and lower floor elevator, additional storage and entry; at \$183 per sq. ft including covered entry.

⁴ The Society's Preliminary plan and budget assumes normal foundation conditions, at \$150 per sq. ft..

Funds”), which amount shall be comprised of a minimum of fifty percent (50%) in cash contributions. Permissible sources of Contributions to the Capital Campaign Account include, but are not limited to: earned funds, gifts, grants, donations, either in cash or in-kind goods or services, whether from the federal, state, or county governments, foundations or other granting agencies, and businesses and other corporate entities, either for-profit or non-profit, or from individuals or the estates of individuals. Up to fifty percent (50%) of the Society’s Matching Funds may be comprised of “in-kind” contributions of goods and services, so long as such “in-kind” contributions are for services and materials that are related to the construction of Improvements, and such contributions will directly result in a reduction of the net cash cost of the Improvements. The value of the “in-kind” contributions to be credited toward the Society’s Matching Funds shall be certified to the satisfaction of the City.

- C. In the event that Society has not fully funded its Capital Campaign Account on or before the Funding Deadline set out in subsection (A) above, then Society shall return the entire City’s HOT Contribution, plus interest collected on same, to the City within five (5) business days after the deadline.
- D. Every three months during the time that the City’s HOT contribution is held in trust [i.e., prior to final release of same upon Society’s certification of having raised Society’s Matching Funds], or more frequently if requested by the City for any reason, Society shall provide to the City Manager (or his designee) a written statement from the depository institution providing the City a detailed accounting of the funds held in trust, pursuant to this Agreement.
- E. The Parties agree and acknowledge that Society is prohibited from using, accessing or otherwise expending any portions of the City’s HOT Contribution for any purpose other than construction of Improvements and before it demonstrates to the City that it has raised and has on hand 100% of Society’s Matching Funds. Failure to comply with this provision shall be deemed a material breach of this Agreement that the Parties agree and acknowledge will result in termination of the Agreement.

- 8.03 Contingency of HOT Funding. It is expressly agreed that by executing this Agreement with the Society, the City does not bind itself in the future as to any action or the City or City Council in connection with the alteration, repeal, amendment of funding pursuant to the Texas HOT ordinance or contribution, nor does it bind the City to future contributions of HOT funds for the Project or related activities. Such future funding will be subject to separate negotiations, discussion, grants and agreements, if any.
- 8.04 Fiduciary Duty of Society. It is understood and agreed by and between the Parties that a fiduciary duty is created in the Society with respect to expenditure of the Hotel Occupancy Tax (“HOT”) revenue provided by the City in accordance with this Agreement. Therefore, the Society shall provide the City Manager with periodic reports, at least every three (3) months during the term of the Agreement, on the activities that are conducted by the Society related to the Project and the Museum and Center, and

expenditures made hereunder, as well as an annual financial statement listing the expenditure made for HOT revenue provided by the City as per this Agreement. It is further agreed by the Society that it shall maintain all HOT revenue provided by the City in a separate account established for that purpose only, and that it shall not commingle that revenue with any other money or maintain it in any other account .

- 8.05 Activities Related to HOT Contribution. The Society shall obtain and provide to the City on or before May 1st, of each year (or partial year) of this Agreement after the Lessee begins to occupy the Leased Premises, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the visitors attracted to the City by the exhibits and activities of the Museum.
- 8.06 Society's Obligation to Commence and Complete Construction of Improvements. Society shall begin construction on the renovations to the Old City Hall no later than sixty (60) days after notifying the City that it has collected 100% of the Society's Matching Funds and placed them in its Capital Campaign Account, as set forth in Section 8.01(A), if at that time the City has vacated the old City hall. If the City has not yet vacated the old City Hall, then construction shall begin no later than sixty (60) days from the date the City vacated the old City Hall. On or before three (3) years after the Funding Deadline, the Society shall complete construction of all Improvements as set forth in Exhibit B, and obtain a Certificate of Occupancy for same.
- A. All improvements and alterations made by Lessee on the Leased Premises are subject to approval by City, in writing, prior to construction to determine that such construction is in accordance with the various building ordinances, electrical codes and the uses and purposes contemplated by the Lease Agreement and approved by the City.
 - B. Society shall apply and use all funds in Society's Capital Campaign Account for Improvements to the Project prior to accessing and using any portion of the City's contributed HOT funds.
 - C. In the event that at any time during the construction and renovation of the Old City Hall the Society ceases to continue work on the Project related to constructing the Improvements, then the City shall regain possession and control of the Leased Premises and the Society shall immediately return to the City all unused City HOT Contribution funds and any remaining portion of the Society's Matching Funds, which the City may use, in its sole discretion to make the Leased Premises habitable, saleable or otherwise usable for City purposes.
- 8.07 Annual Operation and Maintenance Budget. On or before June 1st of each year after the Lease Initiation Date, the Society shall prepare and present to the Council the operations and maintenance budget ("O&M Budget") for the upcoming year, detailing all anticipated expenditures and noting the source and amount of funds that will be available to pay for same. The Parties acknowledge and agree that the Society shall be solely responsible for the operations, maintenance and staffing of the Museum and Center during all terms of the Lease.

- 8.08 Society's Obligation to Fund Operations. On or before the anniversary date of this Agreement, of each year after the Lease Initiation Date, the Society shall obtain and place in a dedicated operations account funds in the minimum amount of \$50,000.00, which shall be committed solely to the annual Operation and Maintenance of the Museum and Center.
- 8.09 Nature/Scope of Construction of the Project. Lessee agrees that it shall renovate and construct Improvements on the Leased Premises generally in conformance with the proposed plans shown on Exhibit "B," but shall renovate and construct only as expressly approved by the City. No demolition, renovation or construction may be done without the express formal consent and approval of the City of the plans and designs that will be used for the Improvements. For purposes of this Agreement the Scope of Construction encompasses and is strictly limited to the construction activities and Improvements noted in 8.01 above.
- 8.10 Construction Scheduling. In consideration for the granting of this Lease for the term provided for above, Lessee agrees to renovate and/or otherwise construct on the Leased Premises a building that will house the Museum and the Center with all necessary appurtenances and improvements reasonably necessary for the efficient operation for those facilities no later than three (3) years after the Funding Deadline.
- The City Council, at its sole option, may grant an extension to the deadlines for obtaining a Building Permit or Certificate of Occupancy if the Lessee (i) makes a written request for an extension and delivers the written application for an extension together with \$100.00 non-refundable application fee to the City at least forty-five (45) days before the expiration of the deadline(s) set forth above; and (ii) provides evidence that the Lessee has made reasonable and demonstrable progress towards obtaining a Building Permit or a Certificate of Occupancy (as applicable) and documentation of the reasons that the extension(s) are necessary. The request for an extension shall be considered by the City Council, which shall render a final determination as to whether the request for extension should be granted and, if granted, for how long the extension will be approved.
- 8.11 Oversight of Construction. Society shall contract for, and oversee the construction of the renovations of Improvements, and shall utilize, as appropriate, competitive bidding procedures and bonding requirements, as set forth in State law. The City shall have the right to approve all construction plans, contractors, and materials. Further the Society acknowledges that it shall comply with all applicable City Codes and that it shall be subject tot the City's standard construction regulations, inspections and processes as they relate to the Project.
- 8.12 Future Alterations/Improvements to Premises. Lessee covenants and agrees that it will make no structural alterations, material changes or additions in or to the Leased Premises without the prior written approval and consent of City. Such alterations or changes as are approved by City shall be made at Lessee's expense, except as otherwise agreed by the City, as set forth in 8.02 "City Contribution to Construction"

Costs." Except as herein provided, all permanent improvements and fixtures installed by Lessee are and shall remain the exclusive property of the City in accordance with the terms and provisions of this Lease, unless otherwise agreed in writing. All fixtures, internal structures, and equipment installed by Lessee and removable without structural injury to the Leased Premises or Improvements, may be removed by Lessee at the expiration or termination of this Lease, provided Lessee is not then in default with respect to any of its obligations hereunder, and provided further that Lessee shall repair any damage done to the Leased Premises in removing said fixtures, internal structures and equipment and shall remain responsible for any such damage.

ARTICLE IX. CITY'S BUY-OUT OBLIGATIONS

- 9.01 **Compensation Due to Voluntary Termination of Lease by the City.** In the event that the City determines for any reason (that is not related to a default of non-performance by the Society) that it is necessary to terminate the Agreement after the Lease Initiation Date, the City shall compensate the Society for its then existing amount of contribution to the cost of construction of the Improvements, up to a maximum of \$250,000, in the levels and amounts noted below, as follows:

On or before the end of each Lease Year, during the Primary Term	Percentage of \$250,000 of Society's Matching Funds (if such funds have been expended on the Construction of the Improvements at the time of Termination/Expiration) that will be Reimbursed by City
1	95%
2	90%
3	85%
4	80%
5	75%
6	70%
7	65%
8	60%
9	55%
10	50%
11	45%
12	40%
13	35%
14	30%
15	25%
16	20%
17	15%
18	10%
19	5%
20	0%

- 9.02 Maximum Amount of Potential Buy-Out Obligation. The Parties acknowledge and agree that the maximum amount of the City's Buy-Out Obligation at any time shall be 95% of \$250,000 (i.e., the Society's Matching Funds) and, further, that the City shall not be obligated to pay any percentage of any portion of the Society's Matching Funds that have not been directly spent on construction of the Improvements at the time of the termination.
- 9.03 Termination as a Result of Society's Acts or Omissions: The Parties acknowledge and agree that the City will have no obligation to reimburse the Society for any portion of the Society's Matching Funds if the termination or expiration of the Lease/Agreement is the result of the acts or omissions of the Society, as set forth herein or by operation of law.

ARTICLE X. COMPLIANCE

10.01 Acknowledgments.

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Improvements may be subject to various Federal, State and local laws and regulations. ("Laws") Lessee further acknowledges that it is familiar with all applicable Laws and that it is aware that there are significant penalties for non-compliance with such Laws.

10.02 Permit/Law Compliance.

Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between Lessor and Lessee, all permit and other requirements necessary for full compliance with the Laws. Lessee warrants that it shall meet any and all deadlines that may be imposed or applicable. Lessee acknowledges that time is of the essence.

- 10.03 Indemnification and Hold Harmless. Notwithstanding any other provisions of the Lease, Lessee agrees to indemnify and hold harmless the City, its agents, representatives, officials, contractors and employees, for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Article, the applicable Laws and/or permits, unless the result of City's sole negligence. This indemnification and hold harmless shall survive any termination, expiration or non-renewal of the Lease.

ARTICLE XI. MISCELLANEOUS

- 11.01 Lease-Binding on Successors, Assigns. All covenants, agreements, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the respective Parties hereto, that is both City and Lessee jointly and severally, and their legal representatives, successors or assigns, and/or grantee or assignees of the City and Lessee. No modification of this Lease shall be binding upon either Party unless it is in writing and is signed by both Parties. No assignment of the Agreement by Lessee shall be allowed without the express prior, written, consent of the City.

- 11.02 Leasehold Estate. The Parties acknowledge and agree that all of the Improvements made to the Leased Premises, pursuant to the Project are and remain leasehold improvements that are owned by the City, in the event of Termination of the Agreement.
- 11.02 Utilization/Protection of City Property. City reserves the right to take any action it considers necessary to utilize and protect City property, structures or other facilities on or adjacent to the Leased Premises. City reserves the right to further develop City property adjacent to the Leased Premises, as it deems appropriate without any hindrance or interference from Lessee. City expressly reserves the right to grant to others additional Leases and privileges with respect to City property adjacent to the Leased Premises.
- 11.03 Expenses. Lessee agrees that the expenses incident to this Lease shall be paid by Lessee including the City's professional expenses, if any.
- 11.04 Parking. City reserves the right to restrict and designate parking areas for all surface vehicles on all areas of the Leased Premises and adjacent City Property, as the City determines necessary for the public health, welfare and safety.
- 11.05 Entire Agreement. This Lease constitutes the entire understanding between the Parties and as of its Effective Date supersedes all prior or independent agreements between the Parties covering the subject matter hereof. Any change or modification hereof shall be in writing signed by both Parties.
- 11.06 Notice. Any notice given to either party under the terms of this Lease shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

LESSOR:

City of Bastrop
 Attn: Michael H. Talbot
 City Manager
 P.O. Box 427
 Bastrop, TX 78602

LESSEE:

Bastrop County Historical Society
 Attn: President
 702 Main Street
 Bastrop, TX 78602

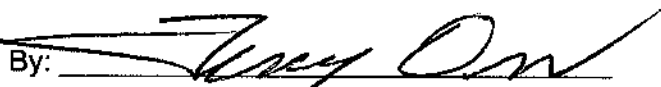
or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.

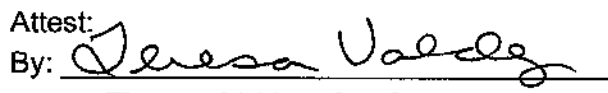
- 11.07 Headings. The headings and subtitles contained in the Lease are for the purpose of clarification and in way are determinative of the intent and purposes of the Lease or the conditions stated herein.

- 11.08 Severability. If any part, provision, term, condition, obligation or portion of this Lease is found to be illegal or void by a court of final jurisdiction, the entire Agreement shall not be void, but the void provision shall be struck and the remainder of the Agreement shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.
- 11.09 Execution/Authority. It is agreed that this Lease may be executed in multiple copies each having the force and effect of an original. Further, each Party warrants that the individual executing this Lease on its behalf has express legal authority to bind the entity he/she represents.
- 11.10 Force Majeure. The Parties shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods actions of the State or Federal government and any other cause not reasonably within the control of the Parties.
- 11.11 Governing Law/Venue. This Lease shall be construed and interpreted under the laws of the State of Texas. All Parties agree this agreement is solely performable in Bastrop County, Texas. And venue shall be in Bastrop County, Texas.
- 11.12 Exhibits. All Exhibits hereto are incorporated herein for all purposes and the terms stated therein bind all Parties hereto.

EXECUTED in two counterparts, each of which shall have the force and effect of an original, this 29th day of April, 2009.

LESSOR
CITY OF BASTROP, TEXAS

By: 
Terry Orr, Mayor

Attest:
By: 
Teresa Valdez, City Secretary

Historical Museum Land and Improvements Lease Agreement
Lessor- City of Bastrop, Texas & Lessee - BCHS

LESSEE

BASTROP COUNTY HISTORICAL SOCIETY

By: Mary Maynard McMurree

President

STATE OF TEXAS §

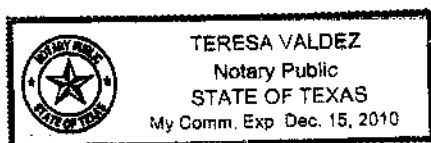
§ CORPORATE ACKNOWLEDGEMENT

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 1st day of May, 2009, by Mary M. McMurree in her capacity as President of the Board of Trustees of the Bastrop County Historical Society.

Teresa Valdez

Notary Public



State of Texas

County of Bastrop

My Commission Expires: 12-15-2010

Historical Museum Land and Improvements Lease Agreement
Lessor- City of Bastrop, Texas & Lessee - BCHS

EXHIBIT A [Survey – site diagram of Leased Premises 0.227 Acres]

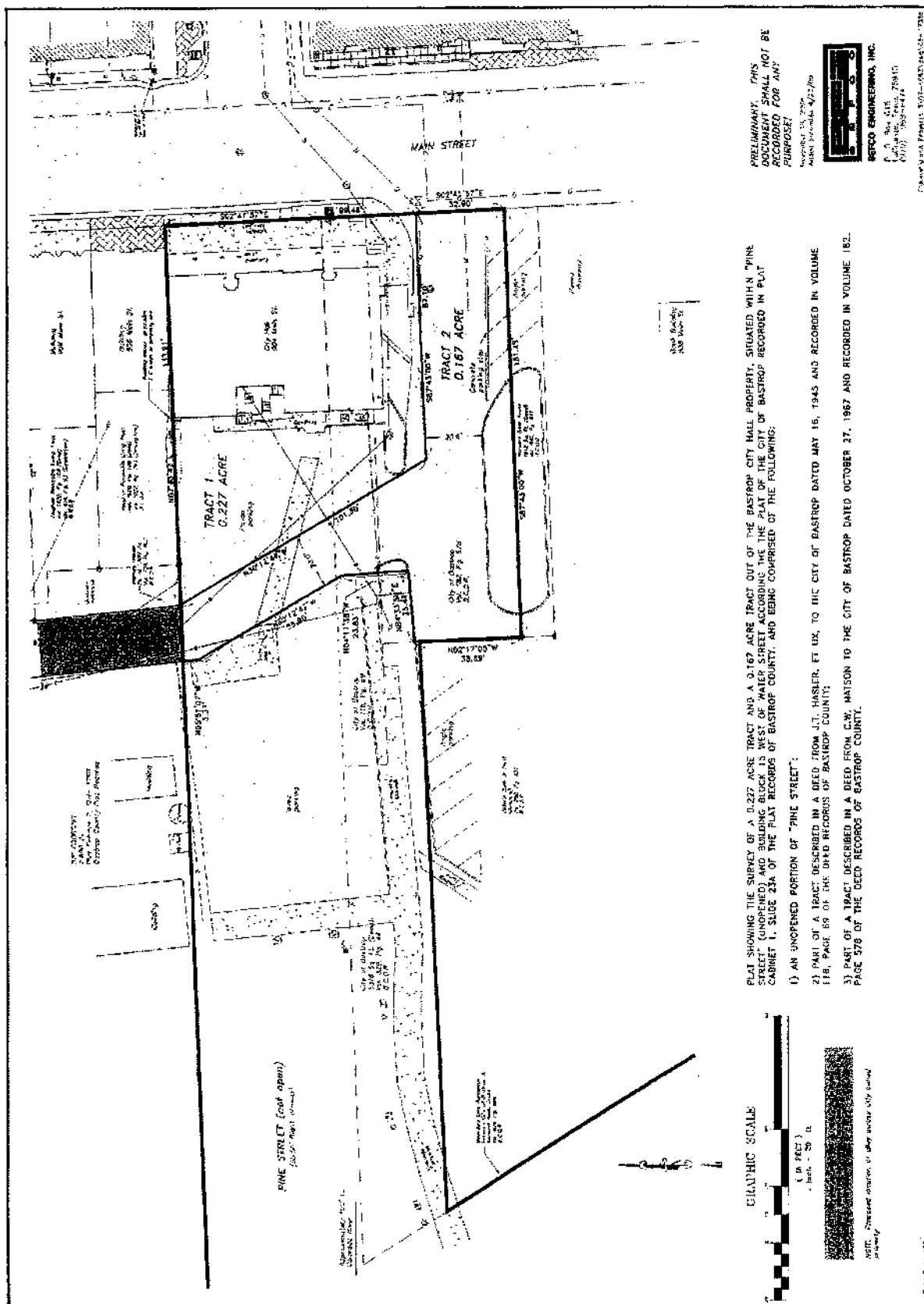
EXHIBIT A

EXHIBIT B [Construction Plans and Diagrams]

GRAHAM B. LUHN, ARCHITECT F.A.I.A.
FEB. 24, 2009

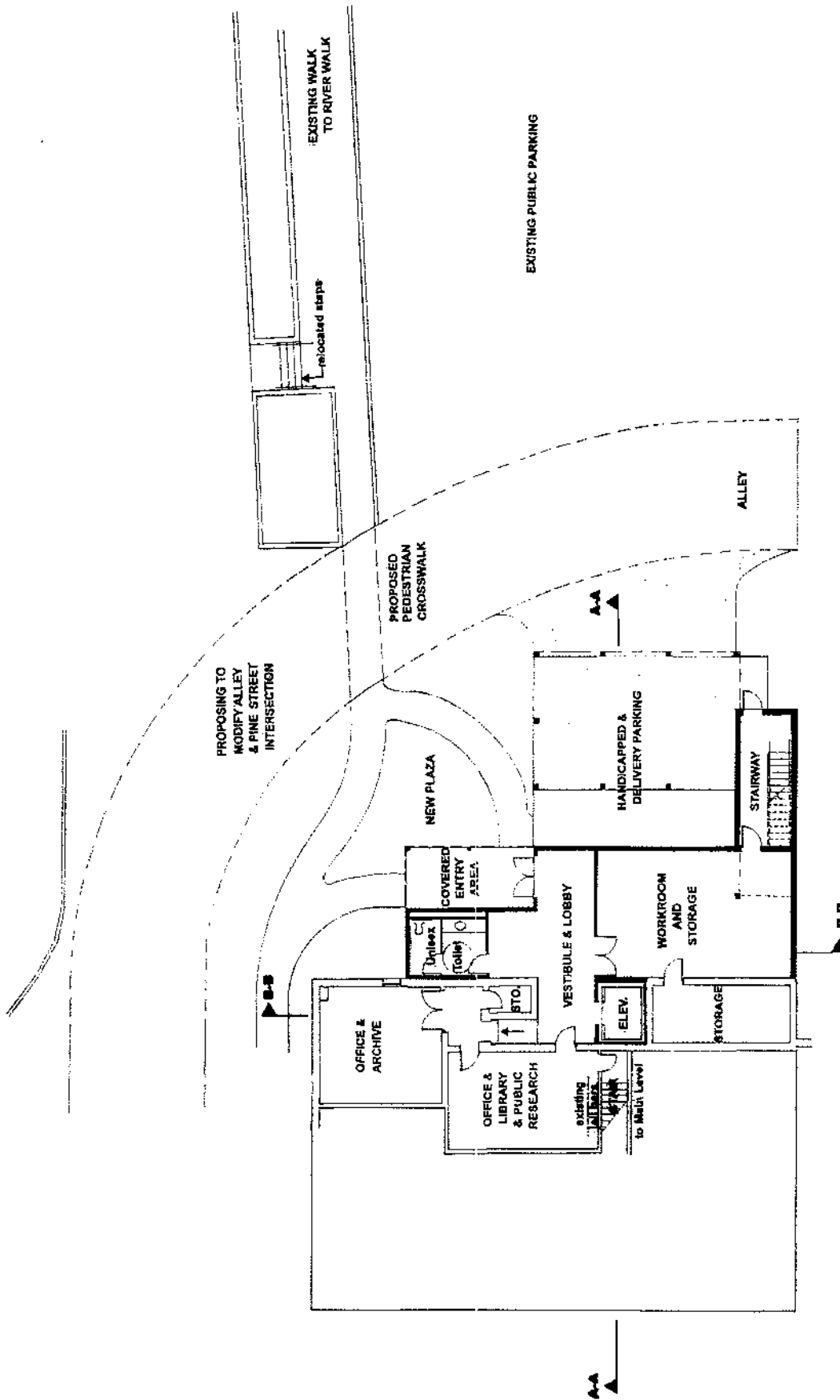
EXHIBIT B

904 MAIN PROJECT
HASTROP HISTORICAL MUSEUM AND
VISITOR CENTER



NEW LOWER FLOOR
SCALE 1/8" = 1'-0"

KEY
— EXISTING
— NEW



GRAHAM B. LUHN, ARCHITECT F.A.I.A.
FEB. 24, 2009

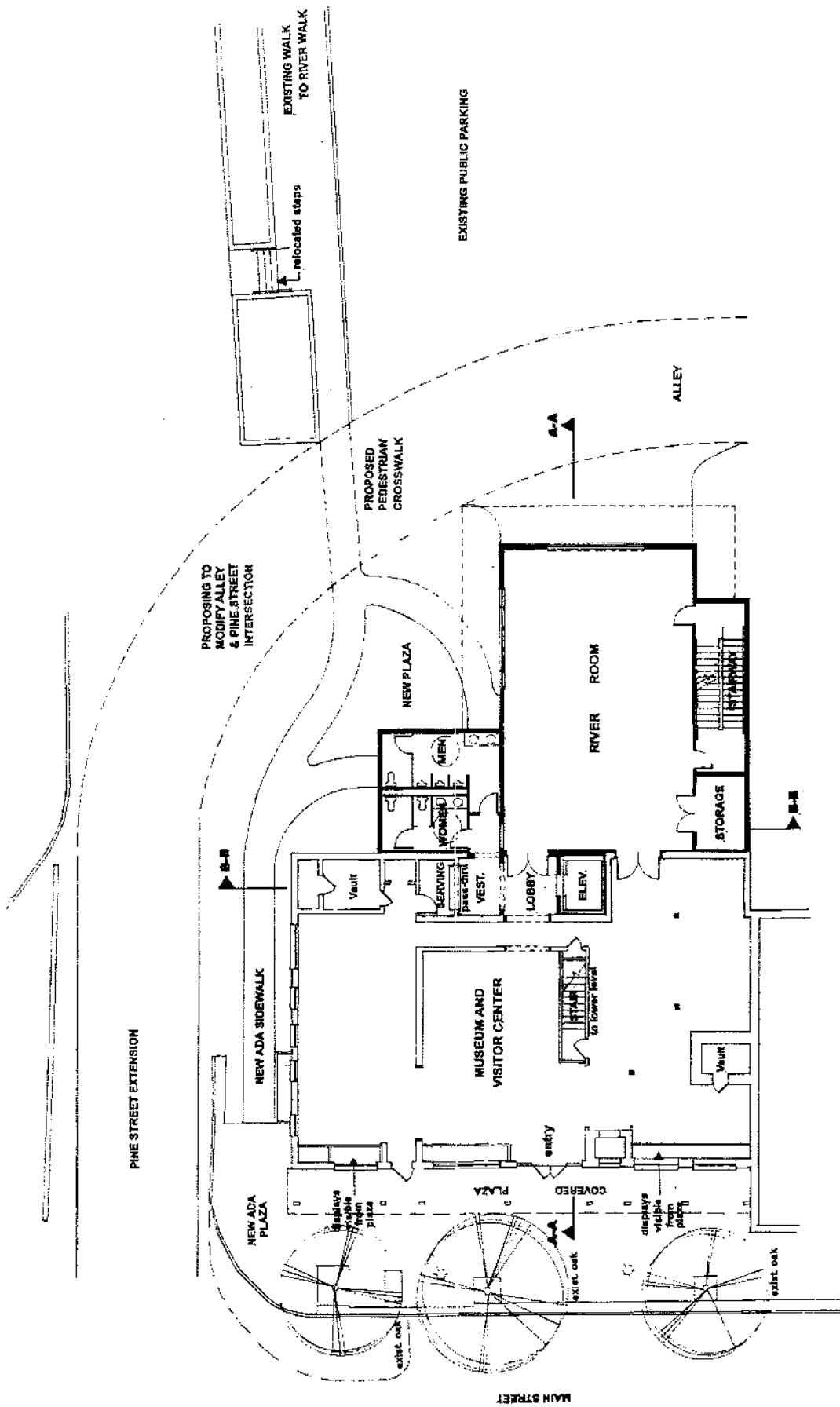
EXHIBIT B

904 MAIN PROJECT BASTROP HISTORICAL MUSEUM AND VISITOR CENTER



NEW MAIN FLOOR
SCALE: 1/8" = 1'-0"

KEY
— EXISTING
— NEW



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 22, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Consideration, discussion and possible action on a revision to the Master Drainage Study of the Hunters Crossing Master Plan.**

2. Party Making Request: **Forestar (USA) Real Estate Group**

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

Covert Chevrolet plans to expand their dealership which necessitated revisions to the Hunters Crossing Drainage Master Plan. Staff will provide additional information and analysis at the meeting.

4. Policy Implication: _____

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

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

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

a) _____

8. Staff Recommendation:

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

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

11. Action Taken: _____

CITY OF BASTROP

AGENDA ITEM

D.5

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 23, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Consideration, discussion and possible action on the City Council casting an official ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.**

2. Party Making Request: **Teresa Valdez**

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

The City has received the Official Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. The Council is asked to cast votes for one Candidate in each of the four Places. Each elected Trustee will serve a six-year term.

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: _____

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2012. Ballots received after September 30, 2012, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- ☐ **Bill Agan.** Mayor of Richland Hills (Region 8). Mr. Agan was elected Mayor in May, 2012, for a term of two years. He has served as a city councilmember from 1986 to 1987. He has served on the City's Planning and Zoning Commission, and has served on the City's Charter Review Commission in 1986 and from 2011 to the present. Mr. Agan has owned an auto repair business for 40 years, and has been involved in an insurance business for two years and a real estate business for six years.
- ☐ **Greg Ingham** (Incumbent). City Manager, City of Plainview (Region 3) since 2004. He has previously served as City Manager in Levelland and Littlefield, Texas. Mr. Ingham has served in local government since 1975 and is active in numerous statewide and regional organizations. He has an MPA and is a Certified Public Manager. Mr. Ingham has been a board member of the TML Intergovernmental Risk Pool since 1989. He has served as Chair and Vice-Chair of the Board, and has served as Chair of the Board's Finance Committee.
- ☐ **Kavon Novak.** Alderman, City of Caldwell (Region 10) since 2011. He is a 1991 graduate of Texas A&M University with a Bachelor's Degree in Marketing. He has been a business owner for 14 years in the financial industry and is currently an Investment Consultant with LPL Commerce since 2009. Mr. Novak has been a member of the Caldwell Men's Lions Club for 9 years and is currently the Treasurer. He and his wife of 16 years, Lori, have 4 children. They are members of First Baptist Church in Caldwell and are active in 4-H Shooting Sports and Soccer.
- ☐ **Troy Stegemoeller.** Mayor Pro Tem, City of Idalou (Region 3). Mr. Stegemoeller has served on the City Council since 2008. He has a B.S. in Agriculture Economics from Texas Tech University and is a graduate of Louisiana State University Graduate Banking School. He has been in banking for 32 years, and currently serves as the President of Vista Bank in Idalou. He has served on an advisory committee to Congressman Randy Neugebauer, and has served as finance chair of the Idalou Methodist Church and Treasurer of the local Salvation Army.

WRITE IN CANDIDATE:

PLACE 12

- ☐ **Larry Gilley** (Incumbent). City Manager, City of Abilene (Region 6) since June of 2002. He previously served as City Manager for San Marcos (1988 – 2002), Assistant City Manager for San Marcos (1987 – 1988), City Manager for Panhandle (1977 – 1987), and City Manager for Bovina (1976 – 1977). Mr. Gilley has been a Board member of the TML Intergovernmental Risk Pool since 2007, and currently serves as Chair of the Board's Underwriting and Claims Committee. He has an MPA from Southwest Texas University, and a BA from Texas Tech University.
- ☐ **Pete Gonzalez.** Deputy City Manager and Chief Financial Officer of the City of Brownsville (Region 12) since June of 2008. He previously served as Director of Finance for Brownsville from 1978 to 2008. He serves as a Board member and Finance Officer for the United Brownsville Corporation. He has a BBA degree in Accounting from Texas A&I University in Kingsville and is a certified government financial manager. Under his leadership, the City of Brownsville has been awarded the Certificate of Achievement for Excellence in Financial Reporting for the past 34 consecutive years.

WRITE IN CANDIDATE:

PLACE 13

- ☐ **Byron Black** (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8) and member of the Area Metro Ambulance Authority Board. He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He was a member of the Burleson Independent School District Board for 12 years, 9 as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, and presently serves as Vice-Chair.
- ☐ **Gary L. Kent.** Councilmember for the City of Copperas Cove (Region 9). Mr. Kent has been a resident of Copperas Cove for over fourteen years. He and his wife have three children and two grandchildren. He served 24 years with the U.S. Army, including three combat tours, and retired as a 1st sergeant. He currently serves as police chief for the City of Nolanville and has more than 17 years of law enforcement experience. He is an active member of many community groups, including VFW Post #8577.
- ☐ **Keith Olson.** Councilmember, City of Huntsville (Region 14) since 2010, and serves as Chair of the City's Finance Committee. Mr. Olson was born in Houston in 1973, and grew up in Huffman, Texas. He graduated from the University of Houston's Police Academy in 1994. Councilmember Olson sits on various local and regional boards pertaining to private finance. He is currently the owner and operator of Olson's Fine Jewelry, with interests in diamonds and specialty watches.

WRITE IN CANDIDATE:

PLACE 14

- ☐ **Cynthia Kirk.** Risk Manager for the City of Bryan (Region 10) since 1984. Ms. Kirk directs the City's workers' compensation, property and casualty coverage, claims administration, and safety/loss control functions. She is past president and currently serves on the Board of Directors of the Texas Chapter of the Public Risk Management Association and of the State and Local Government Benefits Association. She has served on the Board of Directors for the Surplus Lines Stamping Office of Texas and on various committees for the National Public Risk Management Association.
- ☐ **Pat Norriss (Incumbent).** Nortex Regional Planning Commission (Region 5). Ms. Norriss served on the Burkburnett City Council for 22 years, including 16 years as mayor. She serves as a board member of the National Association of Regional Councils and has served as president of the Texas Association of Regional Councils of Government. She is also a Board member of Wichita Wilbarger 911 District and Nortex 911 Communication District. Ms. Norriss has served as a Board member of the TML Intergovernmental Risk Pool since 1995, and served as chair of the Board from 2004 - 2006.
- ☐ **Michael S. Nyren.** Risk Manager for Capital Metropolitan Transportation Authority in Austin (Region 10) for 17 years. He has earned the designation of Associate in Risk Management and Associate in Risk Management for Public Entities and he serves on the Board of the Risk and Insurance Management Society, Central Texas Chapter. Mr. Nyren has a degree in Government and recently completed the Certified Public Manager Program at Texas State. He also has 30 years of experience in insurance, wellness, safety, security, and risk management.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2012.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed name of Political Entity

CITY OF BASTROP

AGENDA ITEM

D.6**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: August 17, 2012

MEETING DATE: August 28, 2012

1. Agenda Item: **Consideration, discussion and possible action on acceptance of Monthly Financial Reports for the period ending of July 31, 2012.**

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

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: AUGUST 20, 2012

**MONTHLY FINANCIAL REPORTS
FOR PERIOD ENDING JULY 31, 2012**

CITY OF BASTROP

SUMMARY OF REVENUES AND EXPENDITURES

AS OF JULY 31, 2012

126

Fiscal year 2012 is 10 month or 83% completed as of July 31, 2012.

- General Fund revenues reflect 93.19% collected or \$7,596,008. Revenues during this same time period last year reflected \$6,570,436 recognizing an increase of 15.6% over last year. Expenditures represent 78.55% spent or \$6,491,610.
- Water/ Wastewater Fund revenues reflect 92.9% collected or \$3,406,230. Revenues continue to appear greater than in comparison to this same time last year. Expenditures represent 83% spent or \$2,635,955.
- The Electric Fund revenues reflect 80.26% collected or \$5,798,490. Revenues during this same time period last year reflected \$5,423,301 recognizing an increase of 6.9% over last year. Expenditures represent 74.51% spent or \$5,460,835.
- The Hotel /Motel Fund revenues reflect 89.42% collected or \$1,856,023. Revenues during this same time period last year reflected \$1,617,939. Expenditures represent 83.62% spent or \$1,757,815.

Revenues

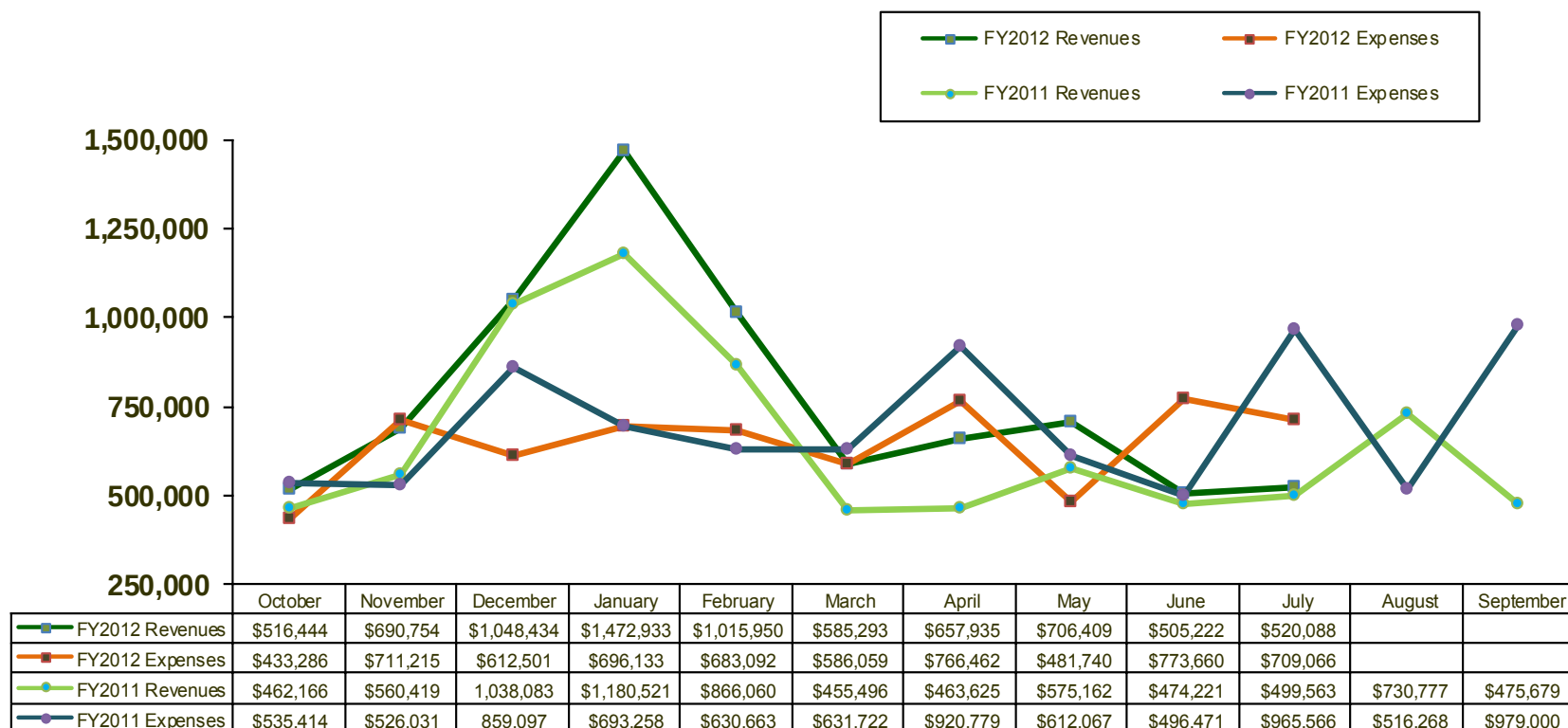
Expenditures

	FY 2012 Budget	FY 2012 Actual	% of FY2012 Budget	FY 2012 Budget	FY 2012 Actual	% of FY2012 Budget
General Fund	\$ 8,151,151	\$ 7,596,008	93.19%	\$ 8,263,839	\$ 6,491,610	78.55%
W/WW Fund	\$ 3,666,700	\$ 3,406,230	92.9%	\$ 3,175,873	\$ 2,635,955	83%
Electric Fund	\$ 7,224,640	\$ 5,798,490	80.26%	\$ 7,329,226	\$ 5,460,835	74.51%
Hotel Motel Fund	\$ 2,075,600	\$ 1,856,023	89.42%	\$ 2,102,180	\$ 1,757,815	83.62%

GENERAL FUND REVENUE & EXPENDITURES

JULY 31, 2012

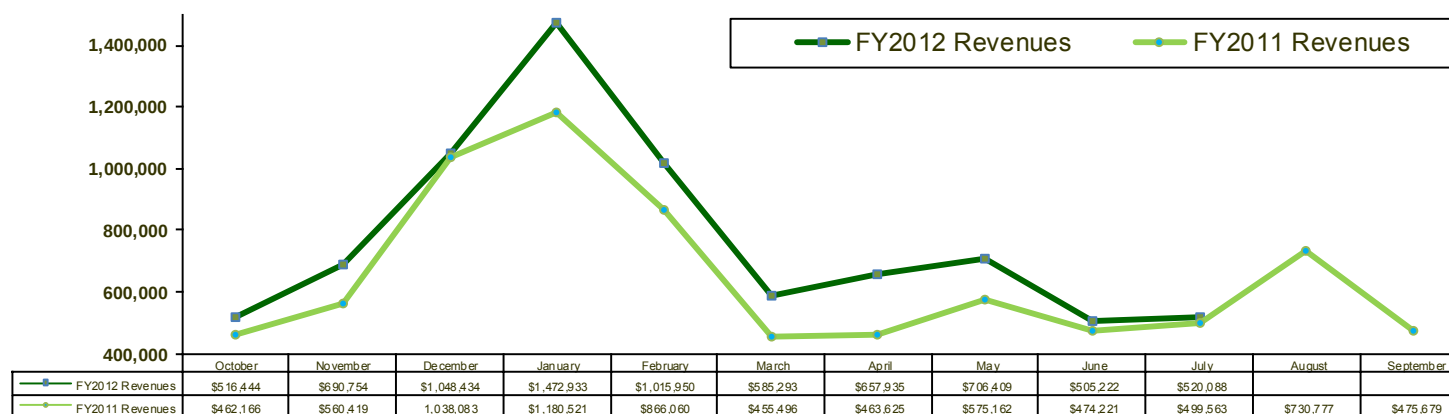
- Revenues will increase in December, January, and February due to collection of the Ad Valorem Taxes.
- Expenditures recognized an increase due to the timing of expenses processed through accounts payable.



GENERAL FUND REVENUE & EXPENDITURES

JULY 31, 2012

FY 2011 & 2012 Revenues



FY 2011 & 2012 Expenditures



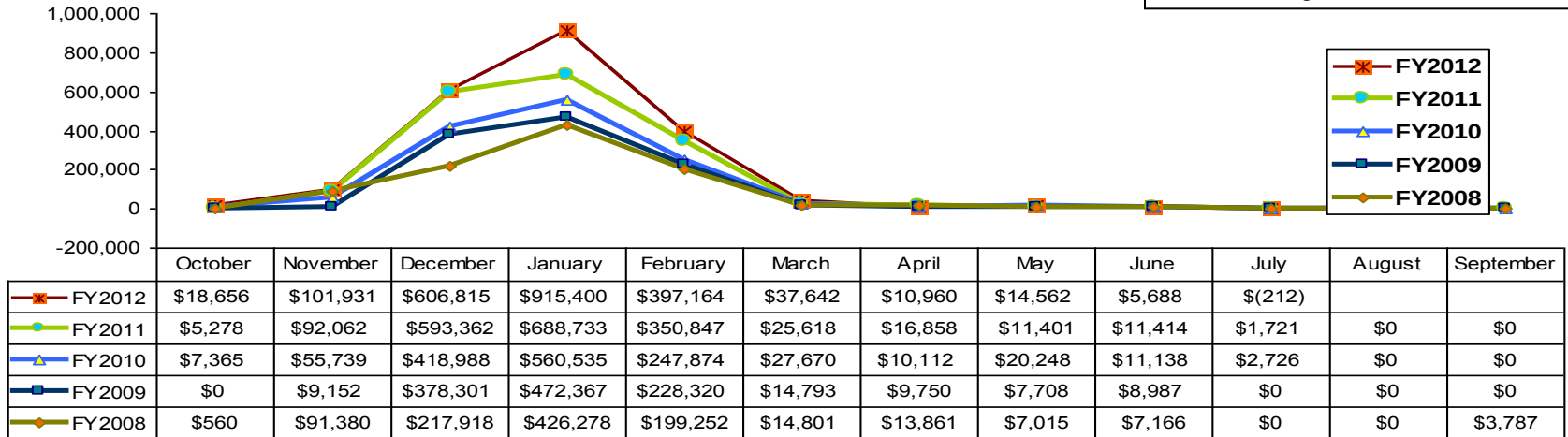
GENERAL FUND REVENUE

JULY 31, 2012¹²⁹

FY2012 July YTD \$2,108,605

FY2012 Budget \$2,060,743

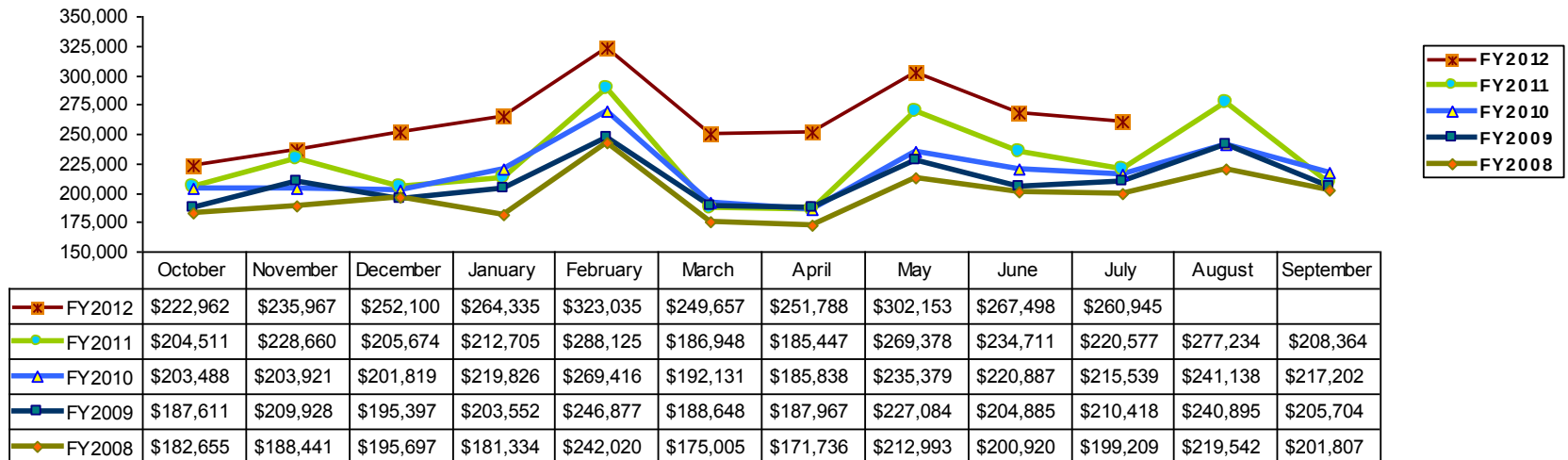
Current Ad Valorem Taxes (no I&S)



Sales Tax

FY2012 July YTD \$2,630,440

FY2012 Budget \$2,785,120



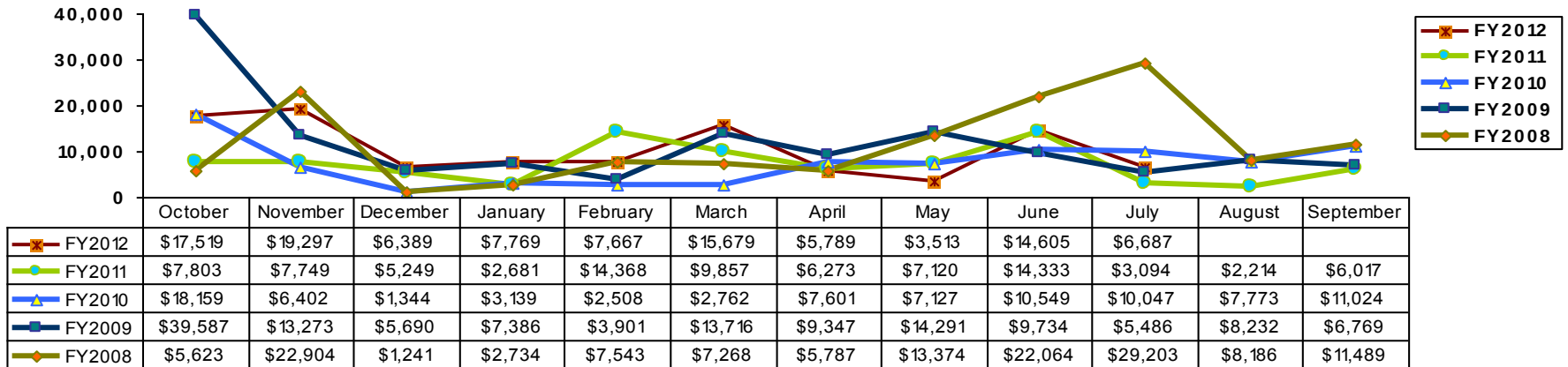
GENERAL FUND REVENUE

JULY 31, 2012 130

FY2012 July YTD \$104,915

FY2012 Budget \$100,000

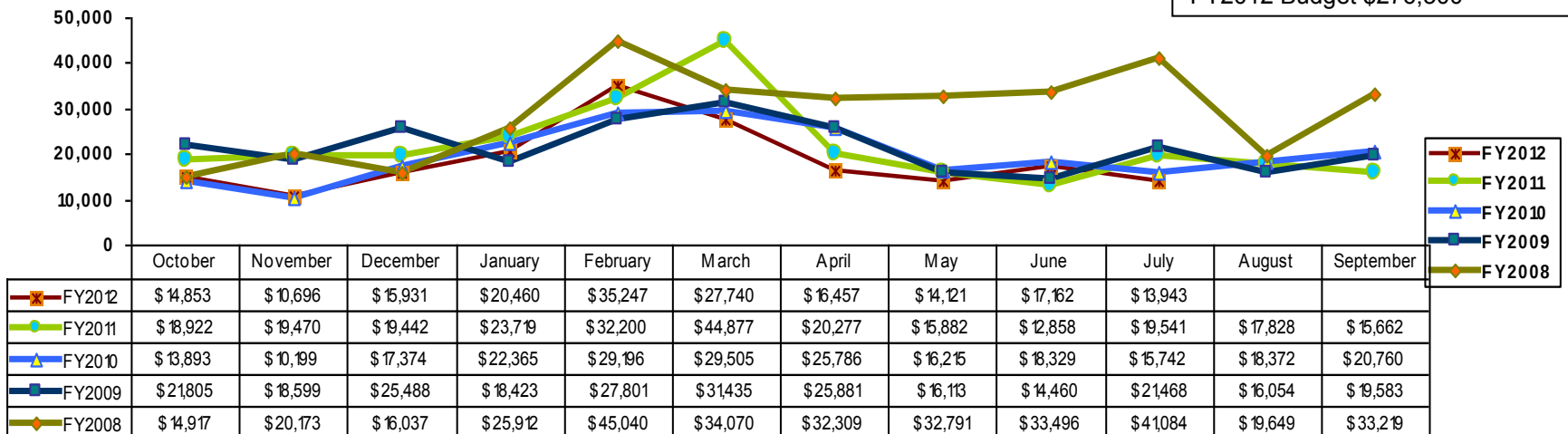
Building Permits



FY2012 July YTD \$186,609

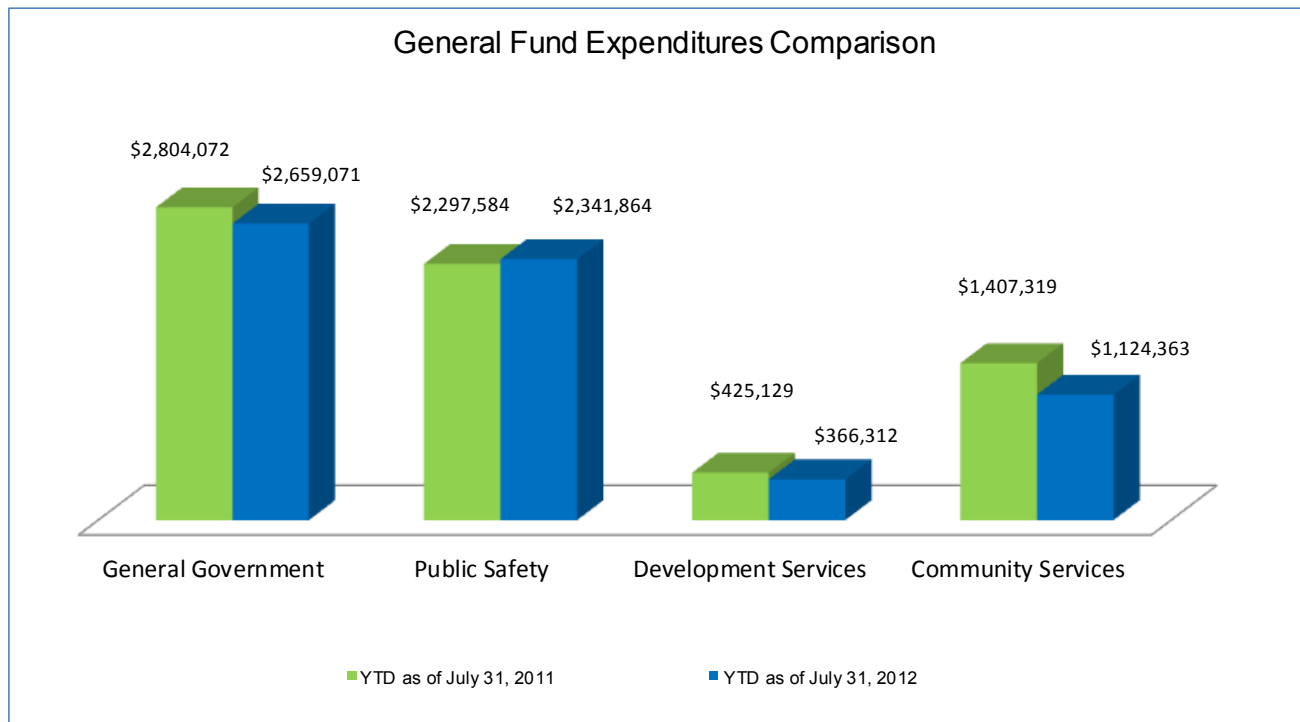
FY2012 Budget \$276,500

Court Fines



GENERAL FUND EXPENDITURES

JULY 31, 2012

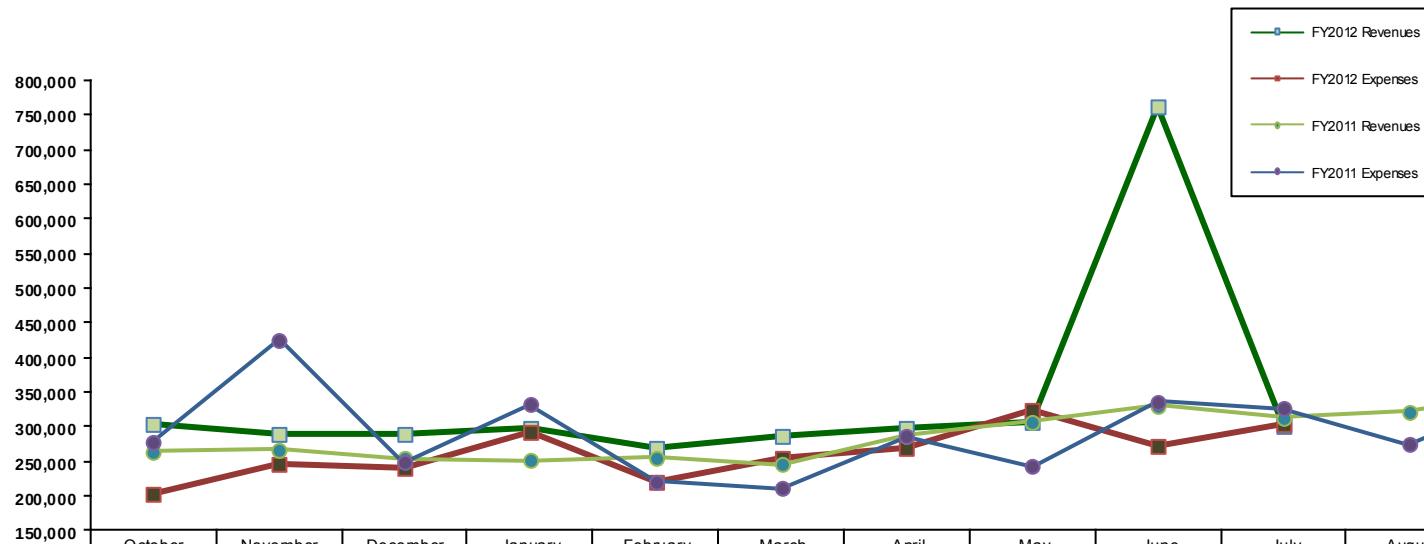


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, Construction Manager, and Building Maintenance.
- Public Safety includes Police Department, Fire Department, Health, and Municipal Court
- Development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

WATER/WASTEWATER FUND REVENUE & EXPENDITURES

JULY 31, 2012

- Water/ Wastewater Fund Revenues Year-to-date (YTD) as of July 31, 2012 are \$3,406,230 or 92.90% of the year. In comparison to last year YTD revenue, as of July 31, 2011, was \$2,777,000, the revenues appear to identify gains in water and wastewater sales, penalties and septic tank dump fees.
- Revenues in June 2012 appear inflated due to the reimbursement of the Water Wastewater Loop 150 project of \$438,510.

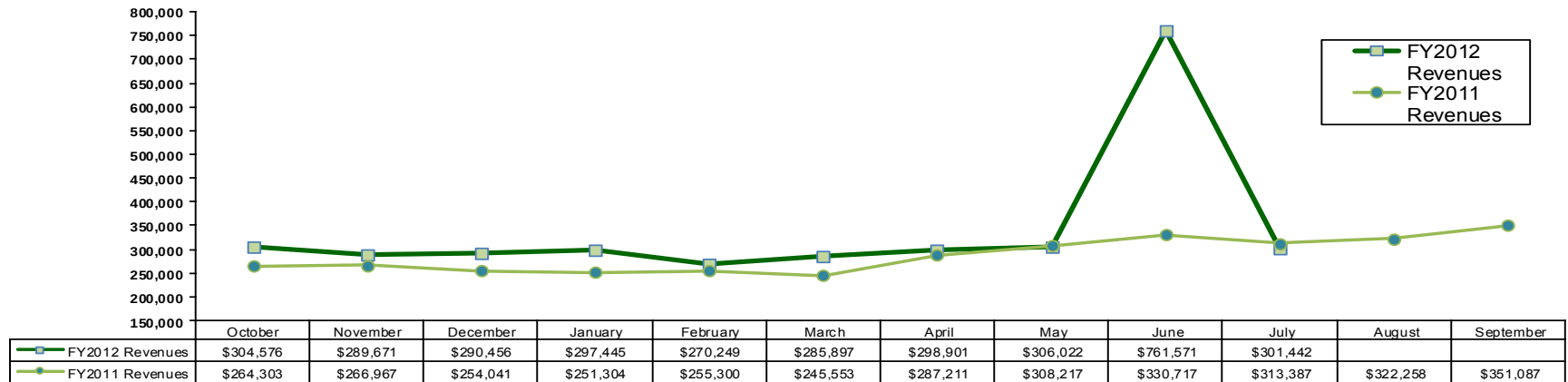


	October	November	December	January	February	March	April	May	June	July	August	September
FY2012 Revenues	\$304,576	\$289,671	\$290,456	\$297,445	\$270,249	\$285,897	\$298,901	\$306,022	\$761,571	\$301,442		
FY2012 Expenses	\$203,278	\$245,976	\$240,847	\$291,695	\$220,789	\$256,095	\$270,785	\$323,118	\$271,224	\$303,665		
FY2011 Revenues	\$264,303	\$266,967	\$254,041	\$251,304	\$255,300	\$245,553	\$287,211	\$308,217	\$330,717	\$313,387	\$322,258	\$351,087
FY2011 Expenses	\$278,472	\$425,663	\$248,468	\$332,506	\$220,769	\$210,866	\$286,212	\$242,304	\$335,967	\$326,522	\$273,896	\$351,703

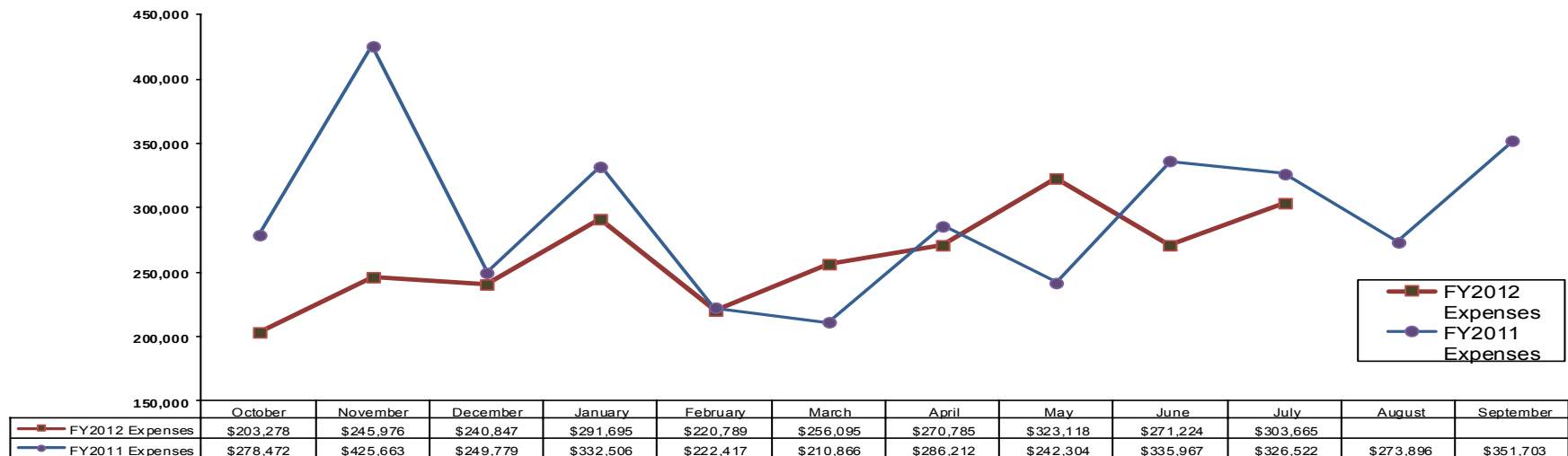
WATER WASTEWATER FUND REVENUE & EXPENDITURES

JULY 31, 2012 ¹³³

FY 2011 & 2012 Revenues



FY 2011 & 2012 Expenditures



WATER/ WASTEWATER FUND REVENUE

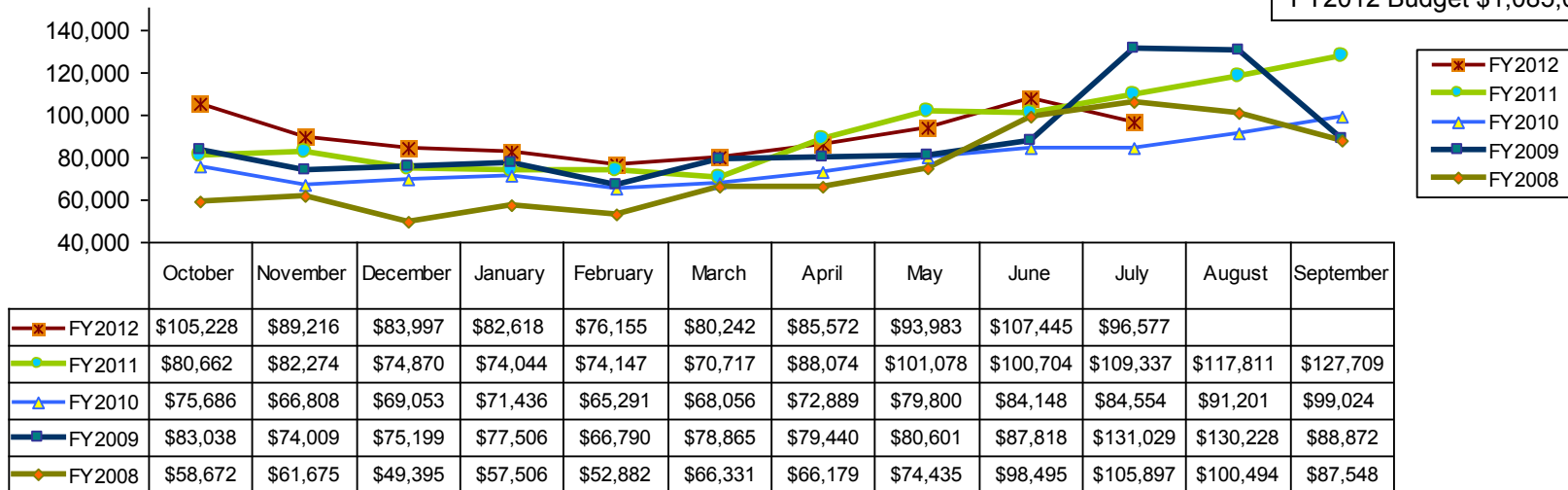
JULY 31, 2012

134

Water Sales Residential

FY2012 July YTD \$901,034

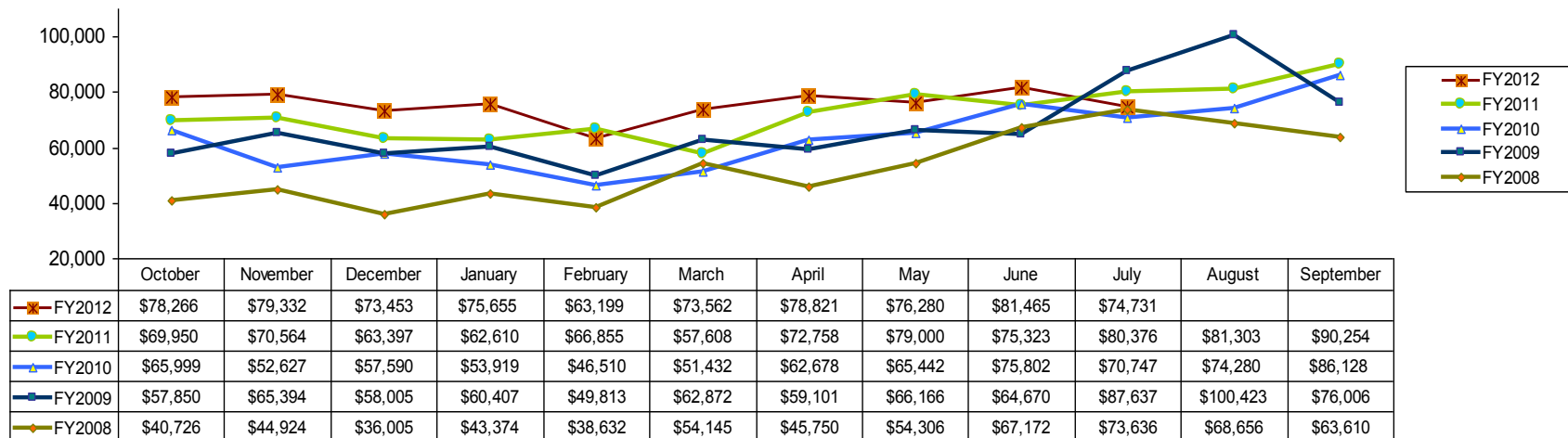
FY2012 Budget \$1,085,000



FY2012 July YTD \$754,763

Water Sales Commercial

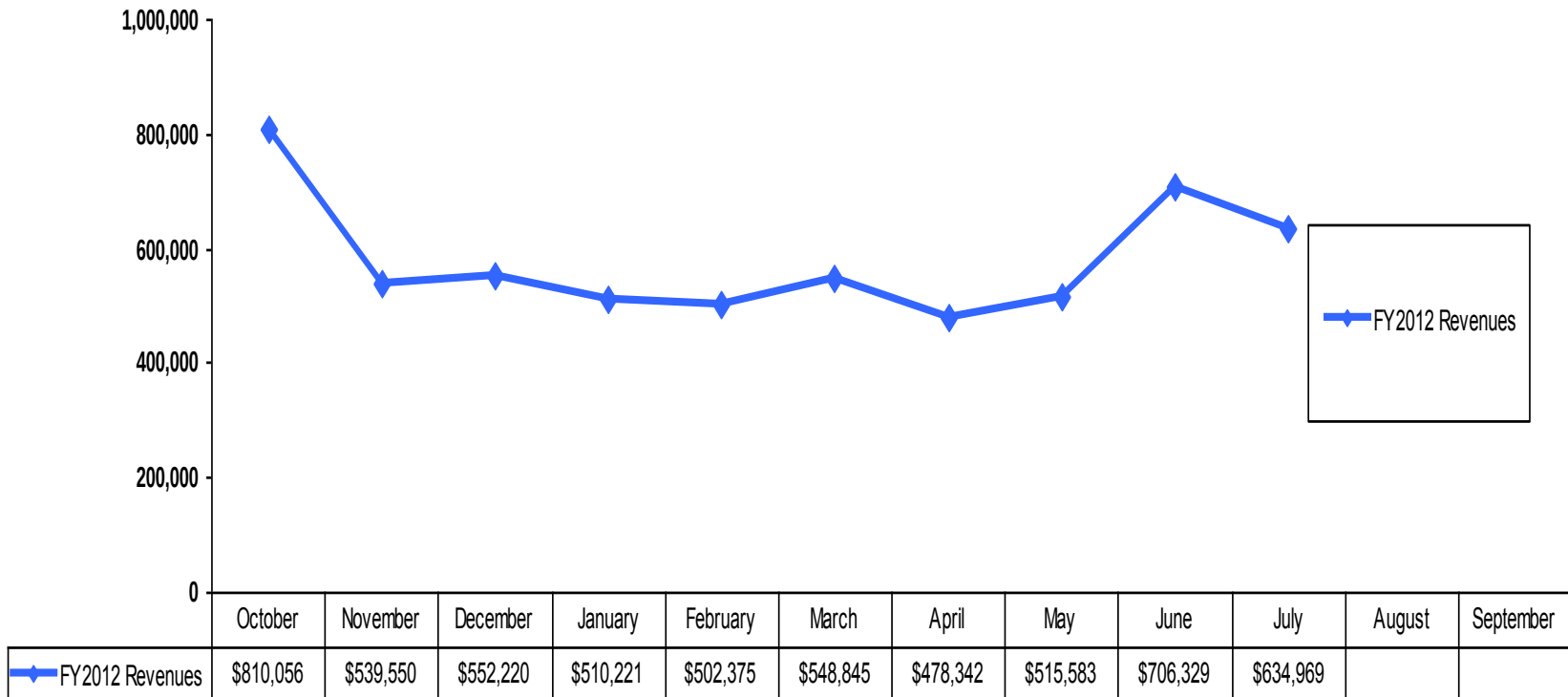
FY2012 Budget \$765,000



ELECTRIC FUND

JULY 31, 2012 135

❑ Electric Fund Revenues Year-to-date (YTD) as of July 31, 2012 are \$5,798,490 or 80.26% of the FY2012 adopted budget. Revenues during this same time period last year reflected \$5,423,301 recognizing an increase of 6.9% over last year. Expenditures represent 74.51% spent or \$5,460,835.



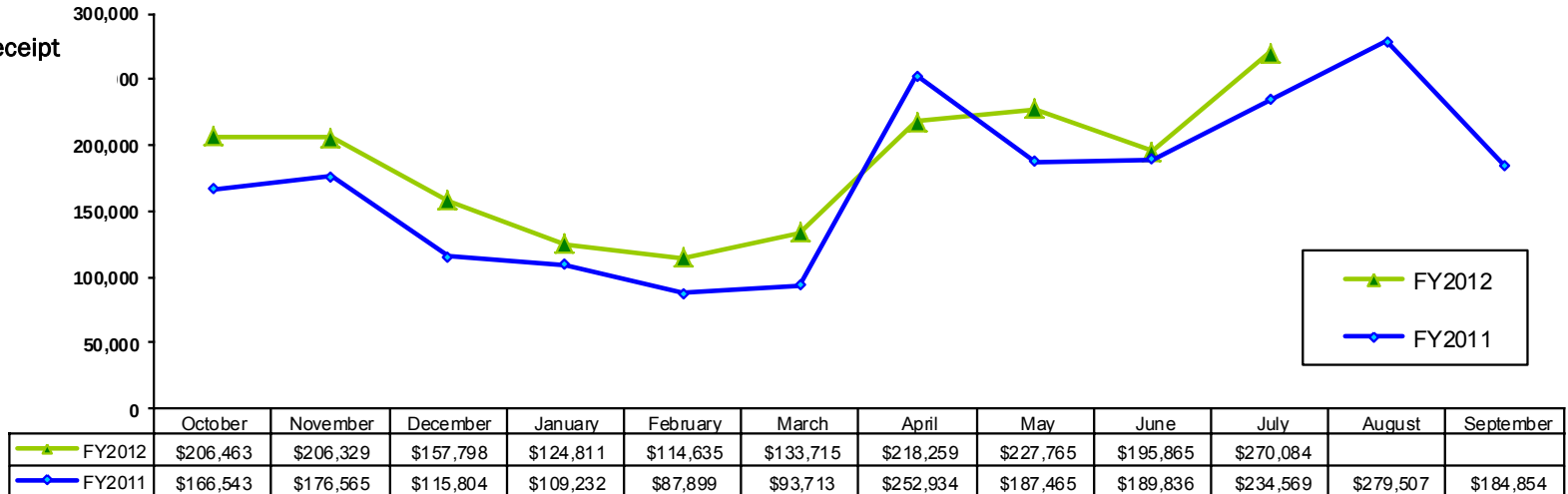
HOTEL MOTEL FUND

JULY 31, 2012

136

- ☐ Hotel Motel Fund Revenues Year-to-date (YTD) as of July 31, 2012 are \$1,856,023 or 89.42% of the year. Expenditures represent 83.62% spent or \$1,757,815. The monthly expenditures in April 2012 appear greater due to the timing of payments made to organizations.

Hotel / Motel Tax Receipt Revenue



Hotel / Motel Fund Expenses



Financial Statement reports are attached for the FOUR major funds.

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

FINANCIAL STATEMENT

138

AS OF: JULY 31ST, 2012

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4000 BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4001 CURRENT TAXES M&O	1,797,293.62	2,060,743.00	(212.49)	2,108,604.85	(47,861.85)	102.32
00-00-4002 DELINQUENT TAXES M&O	24,894.07	35,690.00	4,638.79	53,143.81	(17,453.81)	148.90
00-00-4003 PENALTIES & INTEREST M&O	24,044.59	24,705.00	2,579.17	41,465.38	(16,760.38)	167.84
00-00-4004 FRANCHISE TAX	344,634.74	385,000.00	14,695.51	301,330.36	83,669.64	78.27
00-00-4006 CITY SALES TAX	2,236,734.78	2,785,120.00	260,944.70	2,630,440.40	154,679.60	94.45
00-00-4008 OCCUPATION TAX	4,260.00	5,000.00	450.00	10,250.00	(5,250.00)	205.00
00-00-4009 MIXED BEVERAGE TAX	25,851.73	25,000.00	5,087.55	19,903.03	5,096.97	79.61
TOTAL TAXES & PENALTIES	4,457,713.53	5,321,258.00	288,183.23	5,165,137.83	156,120.17	97.07
LICENSES & PERMITS						
00-00-4020 BUILDING PERMITS	78,528.83	100,000.00	6,686.97	104,915.21	(4,915.21)	104.92
00-00-4021 ZONING FEES	2,805.00	3,000.00	300.00	4,384.00	(1,384.00)	146.13
00-00-4022 PLATTING FEES	5,110.00	6,000.00	0.00	10,598.58	(4,598.58)	176.64
00-00-4023 SPECIAL EVENT PERMIT FEE	1,700.00	2,000.00	300.00	2,125.00	(125.00)	106.25
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	88,143.83	111,000.00	7,286.97	122,022.79	(11,022.79)	109.93
CHARGES FOR SERVICES						
00-00-4040 ANIMAL SERVICE RECEIPTS	145.00	200.00	15.00	210.00	(10.00)	105.00
00-00-4043 PARKS RECEIPTS	1,075.00	1,600.00	100.00	900.00	700.00	56.25
00-00-4044 PD ACCIDENT REPORTS	1,434.00	1,800.00	0.00	1,385.00	415.00	76.94
00-00-4045 DRUG DOG VISITS	8,525.00	8,250.00	0.00	0.00	8,250.00	0.00
00-00-4046 SPECIAL EVENTS HOT REIMB	24,609.45	40,000.00	0.00	14,139.03	25,860.97	35.35
00-00-4049 TRANSFER STATION RECEIPTS	0.00	4,000.00	3,920.20	10,201.00	(6,201.00)	255.03
TOTAL CHARGES FOR SERVICES	35,788.45	55,850.00	4,035.20	26,835.03	29,014.97	48.05
FINES & FORFEITURES						
00-00-4070 MUNICIPAL COURT FINES	227,188.47	276,500.00	13,942.74	186,609.02	89,890.98	67.49
00-00-4071 BOND FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4072 SANITATION PENALTIES/RECONNEC	6,504.36	8,000.00	669.38	6,608.56	1,391.44	82.61
00-00-4073 ADMINISTRATION OF JUSTICE (MC	979.94	2,250.00	0.00	0.00	2,250.00	0.00
00-00-4074 MUNICIPAL COURT BLDG SECURITY	4,002.30	6,000.00	0.00	0.00	6,000.00	0.00
00-00-4075 TECHNOLOGY ACCOUNT - (MC)	5,152.14	7,000.00	0.00	0.00	7,000.00	0.00
00-00-4076 LIBRARY RECEIPTS	13,757.40	18,000.00	1,820.55	13,361.23	4,638.77	74.23
00-00-4077 SANITATION PROCEEDS	35,635.73	40,000.00	0.00	30,614.20	9,385.80	76.54
00-00-4078 JUVENILE CASE MANAGER-M/C	6,037.62	5,100.00	362.23	4,523.68	576.32	88.70
00-00-4080 TEEN COURT (MC)	0.00	0.00	100.00	1,177.54	(1,177.54)	0.00
TOTAL FINES & FORFEITURES	299,257.96	362,850.00	16,894.90	242,894.23	119,955.77	66.94

FINANCIAL STATEMENT

139

AS OF: JULY 31ST, 2012

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER REVENUE						
00-00-4381 GTG SETTLEMENT TRUST FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4391 STREET/ROW VACATIONS	0.00	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL OTHER REVENUE	0.00	5,000.00	0.00	0.00	5,000.00	0.00
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	5,872.54	9,500.00	807.18	5,215.02	4,284.98	54.89
TOTAL INTEREST INCOME	5,872.54	9,500.00	807.18	5,215.02	4,284.98	54.89
INTERGOVERNMENTAL						
00-00-4411 BASTROP CO/LIBRARY	8,500.00	8,500.00	0.00	8,500.00	0.00	100.00
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	62,891.19	72,420.00	23,779.30	69,149.07	3,270.93	95.48
00-00-4414 DEPT OF JUSTICE GRANT REIMB	1,350.00	33,420.00	0.00	33,422.14	(2.14)	100.01
00-00-4415 EMERGENCY MANAGEMENT	18,534.00	24,170.00	0.00	26,798.81	(2,628.81)	110.88
00-00-4419 PROPERTY LIEN PAYMENTS	13,524.90	4,000.00	0.00	3,945.29	54.71	98.63
00-00-4424 PADDLE TRAIL GRANT RIEMB	0.00	0.00	0.00	86,166.50	(86,166.50)	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	427,108.30	516,280.00	43,023.33	430,233.30	86,046.70	83.33
00-00-4491 WATER/WASTEWATER IN-KIND	440,291.60	531,020.00	44,251.66	442,516.60	88,503.40	83.33
00-00-4492 WASTEWATER IN-KIND	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4493 BEDC IN-KIND	29,166.60	50,000.00	4,166.66	37,916.60	12,083.40	75.83
00-00-4495 CONVENTION CENTER IN-KIND	0.00	174,120.00	14,510.00	145,100.00	29,020.00	83.33
00-00-4496 GENERAL IN-KIND	0.00	0.00	0.00	36,000.00	(36,000.00)	0.00
TOTAL INTERGOVERNMENTAL	1,001,366.59	1,413,930.00	129,730.95	1,319,748.31	94,181.69	93.34
MISCELLANEOUS						
00-00-4501 LIBRARY GRANT'S	19,739.00	6,885.00	2,500.00	11,885.00	(5,000.00)	172.62
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	50.00	0.00	0.00	0.00	0.00	0.00
00-00-4511 BANNER FEES	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4512 SALE OF FIXED ASSETS	3,178.75	2,500.00	0.00	7,344.00	(4,844.00)	293.76
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 LCRA-FISHERMAN PARK FLAGS	2.16	0.00	0.00	0.00	0.00	0.00
00-00-4522 WORKERS COMP. REIMBURSE	0.00	1,000.00	0.00	3,748.32	(2,748.32)	374.83
00-00-4523 TML REGION X MEETING	0.00	2,000.00	0.00	0.00	2,000.00	0.00
00-00-4524 SPLASHPARK DONATIONS	5,286.00	3,100.00	0.00	5,450.00	(2,350.00)	175.81
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	17,645.10	61,869.00	6,524.56	46,495.34	15,373.66	75.15
00-00-4537 INSURANCE PROCEEDS	32,576.00	66,329.00	3,452.00	31,556.87	34,772.13	47.58
00-00-4538 BEVERAGE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4540 HUNTERS CROSSING REIMB	0.00	0.00	0.00	941.80	(941.80)	0.00

FINANCIAL STATEMENT

140

AS OF: JULY 31ST, 2012

101-GENERAL FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
00-00-4543 PINEY CREEK SUBDIVISION REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4544 PERSONAL PROPERTY ACQ DEBT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4553 FIRE DEPT CALLS - REIMB	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4554 KERR PARK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4557 FEMA DISASTER RELIEF REIMBURS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	78,477.01	143,683.00	12,476.56	107,421.33	36,261.67	74.76
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	500,000.00	613,500.00	51,125.00	511,250.00	102,250.00	83.33
00-00-4706 TRANSFERS IN - BEDC	103,816.50	114,580.00	9,548.32	95,483.20	19,096.80	83.33
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
00-00-4736 TRANSFER IN -LIBRARY BOARD 50	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS-IN	603,816.50	728,080.00	60,673.32	606,733.20	121,346.80	83.33
*** TOTAL REVENUE ***	6,570,436.41	8,151,151.00	520,088.31	7,596,007.74	555,143.26	93.19
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FINANCIAL STATEMENT

141

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
LEGISLATIVE						
00-NON-PROGRAM						
PERSONNEL SERVICES	3,378.80	4,045.00	432.04	3,746.66	298.34	92.62
SUPPLIES & MATERIALS	5,001.88	4,700.00	92.47	3,202.95	1,497.05	68.15
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	4,672.17	7,600.00	610.89	5,864.02	1,735.98	77.16
CONTRACTUAL SERVICES	1,896.00	3,992.00	225.00	2,762.00	1,230.00	69.19
OTHER CHARGES	14,049.88	13,218.00	84.00	7,443.98	5,774.02	56.32
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	28,998.73	33,555.00	1,444.40	23,019.61	10,535.39	68.60
TOTAL LEGISLATIVE	28,998.73	33,555.00	1,444.40	23,019.61	10,535.39	68.60
ORGANIZATIONAL						
00-NON-PROGRAM						
PERSONNEL SERVICES	69,558.30	81,900.00	6,425.49	67,349.39	14,550.61	82.23
SUPPLIES & MATERIALS	11,368.31	6,160.00	453.15	4,968.21	1,191.79	80.65
MAINTENANCE & REPAIRS	1,259.87	500.00	0.00	0.00	500.00	0.00
OCCUPANCY	4,538.21	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	352,610.71	409,142.00	71,059.88	373,237.79	35,904.21	91.22
OTHER CHARGES	213,814.00	267,179.00	71,640.66	262,169.10	5,009.90	98.12
CONTINGENCY	0.00	35,605.00	0.00	0.00	35,605.00	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	653,149.40	800,486.00	149,579.18	707,724.49	92,761.51	88.41
TOTAL ORGANIZATIONAL	653,149.40	800,486.00	149,579.18	707,724.49	92,761.51	88.41
CITY MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	206,599.42	280,921.00	21,449.07	222,076.35	58,844.65	79.05
SUPPLIES & MATERIALS	8,621.91	5,440.00	(802.64)	3,926.16	1,513.84	72.17
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	6,676.43	7,700.00	556.64	6,010.52	1,689.48	78.06
CONTRACTUAL SERVICES	148.12	350.00	0.00	119.28	230.72	34.08
OTHER CHARGES	8,978.13	10,140.00	246.21	9,556.17	583.83	94.24
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	231,024.01	304,551.00	21,449.28	241,688.48	62,862.52	79.36
TOTAL CITY MANAGER	231,024.01	304,551.00	21,449.28	241,688.48	62,862.52	79.36

FINANCIAL STATEMENT

142

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
CITY SECRETARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	55,182.26	68,221.00	5,184.51	55,270.65	12,950.35	81.02
SUPPLIES & MATERIALS	894.56	1,290.00	96.60	664.67	625.33	51.52
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,235.16	1,350.00	97.18	932.79	417.21	69.10
CONTRACTUAL SERVICES	4,275.00	5,450.00	0.00	2,280.00	3,170.00	41.83
OTHER CHARGES	21,934.78	30,950.00	1,178.47	21,221.32	9,728.68	68.57
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	83,521.76	107,261.00	6,556.76	80,369.43	26,891.57	74.93
TOTAL CITY SECRETARY	83,521.76	107,261.00	6,556.76	80,369.43	26,891.57	74.93
FINANCE						
00-NON-PROGRAM						
PERSONNEL SERVICES	229,514.24	318,074.00	21,521.97	246,727.49	71,346.51	77.57
SUPPLIES & MATERIALS	6,931.05	10,040.00	845.31	4,093.41	5,946.59	40.77
MAINTENANCE & REPAIRS	31,930.49	36,000.00	97.37	24,161.33	11,838.67	67.11
OCCUPANCY	5,022.24	7,020.00	456.50	4,879.75	2,140.25	69.51
CONTRACTUAL SERVICES	23,785.48	34,480.00	0.00	25,856.56	8,623.44	74.99
OTHER CHARGES	8,987.94	9,120.00	52.45	5,538.60	3,581.40	60.73
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	306,171.44	414,734.00	22,973.60	311,257.14	103,476.86	75.05
METER SERVICE						
PERSONNEL SERVICES	257,591.93	322,614.00	23,712.66	248,067.42	74,546.58	76.89
SUPPLIES & MATERIALS	25,521.83	29,775.00	1,997.40	25,139.02	4,635.98	84.43
MAINTENANCE & REPAIRS	6,214.20	6,600.00	1,942.00	6,256.66	343.34	94.80
OCCUPANCY	6,014.11	10,500.00	894.93	8,012.41	2,487.59	76.31
CONTRACTUAL SERVICES	8,333.49	10,440.00	1,354.86	8,366.98	2,073.02	80.14
OTHER CHARGES	2,820.29	4,500.00	25.25	3,221.32	1,278.68	71.58
CAPITAL OUTLAY	20,028.34	0.00	0.00	0.00	0.00	0.00
TOTAL METER SERVICE	326,524.19	384,429.00	29,927.10	299,063.81	85,365.19	77.79
TOTAL FINANCE	632,695.63	799,163.00	52,900.70	610,320.95	188,842.05	76.37
HUMAN RESOURCE						
00-NON-PROGRAM						
PERSONNEL SERVICES	67,917.95	89,910.00	6,721.35	71,395.02	18,514.98	79.41
SUPPLIES & MATERIALS	818.27	1,925.00	15.70	477.57	1,447.43	24.81
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,555.99	3,320.00	108.59	1,917.08	1,402.92	57.74
CONTRACTUAL SERVICES	134.92	360.00	0.00	66.55	293.45	18.49
OTHER CHARGES	7,210.83	9,650.00	10.74	6,690.22	2,959.78	69.33
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	77,637.96	105,165.00	6,856.38	80,546.44	24,618.56	76.59

FINANCIAL STATEMENT

143

AS OF: JULY 31ST, 2012

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	77,637.96	105,165.00	6,856.38	80,546.44	24,618.56	76.59
INFORMATION TECHNOLOGY						
00-NON-PROGRAM						
PERSONNEL SERVICES	71,104.42	90,906.00	6,812.30	64,535.71	26,370.29	70.99
SUPPLIES & MATERIALS	5,383.10	6,925.00	10.81	5,969.38	955.62	86.20
MAINTENANCE & REPAIRS	3,425.31	26,375.00	0.00	16,907.18	9,467.82	64.10
OCCUPANCY	3,337.21	7,647.00	363.12	5,331.05	2,315.95	69.71
CONTRACTUAL SERVICES	2,398.27	19,700.00	0.00	17,817.85	1,882.15	90.45
OTHER CHARGES	1,015.47	2,950.00	0.00	2,481.81	468.19	84.13
CAPITAL OUTLAY	0.00	2,463.00	0.00	2,462.24	0.76	99.97
TOTAL 00-NON-PROGRAM	86,663.78	156,966.00	7,186.23	115,505.22	41,460.78	73.59
TOTAL INFORMATION TECHNOLOGY	86,663.78	156,966.00	7,186.23	115,505.22	41,460.78	73.59
POLICE						
ADMINISTRATION						
PERSONNEL SERVICES	254,575.93	342,440.00	24,794.14	267,806.95	74,633.05	78.21
SUPPLIES & MATERIALS	19,328.61	22,510.00	958.41	19,151.45	3,358.55	85.08
MAINTENANCE & REPAIRS	7,306.08	9,600.00	474.20	9,020.00	580.00	93.96
OCCUPANCY	20,817.09	43,544.00	3,287.41	31,281.78	12,262.22	71.84
CONTRACTUAL SERVICES	127,533.64	191,367.00	47,166.75	190,186.55	1,180.45	99.38
OTHER CHARGES	38,423.93	28,890.00	1,146.00	23,908.63	4,981.37	82.76
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	467,985.28	638,351.00	77,826.91	541,355.36	96,995.64	84.81
CODE ENFORCEMENT						
PERSONNEL SERVICES	36,204.22	46,075.00	3,470.53	36,914.91	9,160.09	80.12
SUPPLIES & MATERIALS	2,088.08	2,500.00	363.21	2,345.65	154.35	93.83
MAINTENANCE & REPAIRS	100.95	300.00	0.00	189.38	110.62	63.13
OCCUPANCY	761.99	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	1,043.00	800.00	0.00	379.70	420.30	47.46
OTHER CHARGES	2,712.05	10,650.00	0.00	669.42	9,980.58	6.29
TOTAL CODE ENFORCEMENT	42,910.29	60,325.00	3,833.74	40,499.06	19,825.94	67.13
EMERGENCY MANAGEMENT						
SUPPLIES & MATERIALS	1,072.15	371.00	0.00	317.09	53.91	85.47
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	840.20	4,777.00	0.00	3,742.20	1,034.80	78.34
CAPITAL OUTLAY	0.00	6,803.00	0.00	6,802.16	0.84	99.99
TOTAL EMERGENCY MANAGEMENT	1,912.35	11,951.00	0.00	10,861.45	1,089.55	90.88

FINANCIAL STATEMENT

144

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
POLICE-CID						
PERSONNEL SERVICES	166,564.11	239,264.00	16,760.63	190,553.04	48,710.96	79.64
SUPPLIES & MATERIALS	3,928.76	3,800.00	400.33	2,430.19	1,369.81	63.95
MAINTENANCE & REPAIRS	4,853.80	1,490.00	0.00	940.96	549.04	63.15
OCCUPANCY	2,826.17	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	1,180.60	4,226.00	867.00	3,861.02	364.98	91.36
OTHER CHARGES	6,750.02	5,869.00	717.60	5,721.87	147.13	97.49
CAPITAL OUTLAY	0.00	300.00	0.00	0.00	300.00	0.00
TOTAL POLICE-CID	186,103.46	254,949.00	18,745.56	203,507.08	51,441.92	79.82
POLICE-PATROL						
PERSONNEL SERVICES	823,999.49	1,085,761.00	77,816.36	834,790.93	250,970.07	76.89
SUPPLIES & MATERIALS	69,260.73	70,072.00	5,762.18	60,271.74	9,800.26	86.01
MAINTENANCE & REPAIRS	19,383.35	30,700.00	3,034.34	22,984.47	7,715.53	74.87
OCCUPANCY	9,820.59	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	3,318.95	6,300.00	73.75	3,345.63	2,954.37	53.11
OTHER CHARGES	9,275.92	9,788.00	11.14	6,737.68	3,050.32	68.84
CAPITAL OUTLAY	82,611.04	0.00	36,000.00	36,000.00	(36,000.00)	0.00
TOTAL POLICE-PATROL	1,017,670.07	1,202,621.00	122,697.77	964,130.45	238,490.55	80.17
ANIMAL SERVICES						
PERSONNEL SERVICES	31,864.29	40,337.00	3,121.00	32,237.37	8,099.63	79.92
SUPPLIES & MATERIALS	6,438.42	4,810.00	304.44	3,509.83	1,300.17	72.97
MAINTENANCE & REPAIRS	173.45	1,110.00	384.12	589.22	520.78	53.08
OCCUPANCY	813.54	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	901.56	2,115.00	89.99	812.04	1,302.96	38.39
OTHER CHARGES	6,344.82	12,720.00	2,000.00	10,533.46	2,186.54	82.81
CAPITAL OUTLAY	0.00	0.00	(36,000.00)	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	46,536.08	61,092.00	(30,100.45)	47,681.92	13,410.08	78.05
TOTAL POLICE	1,763,117.53	2,229,289.00	193,003.53	1,808,035.32	421,253.68	81.10
FIRE-VOLUNTEER						
00-NON-PROGRAM						
PERSONNEL SERVICES	9,999.21	17,000.00	1,720.57	13,159.85	3,840.15	77.41
SUPPLIES & MATERIALS	61,593.93	78,802.00	1,185.85	73,846.99	4,955.01	93.71
MAINTENANCE & REPAIRS	46,616.10	43,550.00	9,743.07	47,377.27	(3,827.27)	108.79
OCCUPANCY	28,572.81	34,446.00	1,826.69	27,673.75	6,772.25	80.34
CONTRACTUAL SERVICES	21,254.78	22,119.00	0.00	22,118.90	0.10	100.00
OTHER CHARGES	14,128.09	18,336.00	1,591.58	18,960.00	(624.00)	103.40
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	182,164.92	214,253.00	16,067.76	203,136.76	11,116.24	94.81
TOTAL FIRE-VOLUNTEER	182,164.92	214,253.00	16,067.76	203,136.76	11,116.24	94.81

FINANCIAL STATEMENT

145

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
MUNICIPAL COURT						
00-NON-PROGRAM						
PERSONNEL SERVICES	220,386.95	278,994.00	21,192.04	222,142.41	56,851.59	79.62
SUPPLIES & MATERIALS	18,888.35	12,550.00	2,040.04	7,186.86	5,363.14	57.27
MAINTENANCE & REPAIRS	10,684.61	12,680.00	400.00	12,403.17	276.83	97.82
OCCUPANCY	8,271.78	9,700.00	720.74	7,552.36	2,147.64	77.86
CONTRACTUAL SERVICES	24,714.76	30,990.00	1,256.61	17,239.68	13,750.32	55.63
OTHER CHARGES	10,166.61	11,261.00	(1,646.71)	4,979.53	6,281.47	44.22
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	293,113.06	356,175.00	23,962.72	271,504.01	84,670.99	76.23
TOTAL MUNICIPAL COURT	293,113.06	356,175.00	23,962.72	271,504.01	84,670.99	76.23
PLANNING & DEVELOPMENT						
00-NON-PROGRAM						
PERSONNEL SERVICES	255,927.30	319,813.00	23,570.20	258,927.46	60,885.54	80.96
SUPPLIES & MATERIALS	5,788.90	10,000.00	329.13	8,404.82	1,595.18	84.05
MAINTENANCE & REPAIRS	627.20	2,000.00	0.00	515.35	1,484.65	25.77
OCCUPANCY	8,345.30	8,500.00	691.66	6,426.72	2,073.28	75.61
CONTRACTUAL SERVICES	122,283.84	83,600.00	3,181.50	61,962.32	21,637.68	74.12
OTHER CHARGES	32,156.93	39,075.00	898.75	30,075.27	8,999.73	76.97
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	425,129.47	462,988.00	28,671.24	366,311.94	96,676.06	79.12
TOTAL PLANNING & DEVELOPMENT	425,129.47	462,988.00	28,671.24	366,311.94	96,676.06	79.12
HEALTH						
00-NON-PROGRAM						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	59,188.30	71,050.00	5,918.83	59,188.30	11,861.70	83.31
TOTAL 00-NON-PROGRAM	59,188.30	71,050.00	5,918.83	59,188.30	11,861.70	83.31
TOTAL HEALTH	59,188.30	71,050.00	5,918.83	59,188.30	11,861.70	83.31
CONSTRUCTION MANAGER						
00-NON-PROGRAM						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	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
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONSTRUCTION MANAGER	0.00	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT

146

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
PUBLIC WORKS						
ADMINISTRATION						
PERSONNEL SERVICES	463,482.37	583,359.00	43,186.46	386,335.27	197,023.73	66.23
SUPPLIES & MATERIALS	74,596.37	71,825.00	6,989.00	44,315.34	27,509.66	61.70
MAINTENANCE & REPAIRS	30,068.29	78,080.00	9,809.70	41,280.99	36,799.01	52.87
OCCUPANCY	12,575.39	14,800.00	1,134.27	11,890.80	2,909.20	80.34
CONTRACTUAL SERVICES	10,493.09	74,084.00	9,001.34	66,307.35	7,776.65	89.50
OTHER CHARGES	56,066.60	70,800.00	4,352.43	56,363.73	14,436.27	79.61
CAPITAL OUTLAY	169,240.55	33,000.00	5,330.00	5,330.00	27,670.00	16.15
TOTAL ADMINISTRATION	816,522.66	925,948.00	79,803.20	611,823.48	314,124.52	66.08
CONSTRUCTION MANAGER						
PERSONNEL SERVICES	73,613.38	80,100.00	(64.65)	45,679.74	34,420.26	57.03
SUPPLIES & MATERIALS	2,899.22	3,310.00	0.00	1,404.60	1,905.40	42.44
MAINTENANCE & REPAIRS	14.50	500.00	0.00	463.71	36.29	92.74
OCCUPANCY	1,613.64	2,000.00	254.93	1,665.55	334.45	83.28
CONTRACTUAL SERVICES	542.89	8,750.00	1,860.00	8,648.09	101.91	98.84
OTHER CHARGES	112.11	650.00	0.00	90.00	560.00	13.85
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONSTRUCTION MANAGER	78,795.74	95,310.00	2,050.28	57,951.69	37,358.31	60.80
RECREATION						
PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	10,626.05	39,500.00	0.00	20,119.69	19,380.31	50.94
OTHER CHARGES	1,100.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECREATION	11,726.05	39,500.00	0.00	20,119.69	19,380.31	50.94
PARKS						
PERSONNEL SERVICES	360,217.19	473,890.00	36,640.59	354,555.29	119,334.71	74.82
SUPPLIES & MATERIALS	32,692.73	43,605.00	5,836.89	34,818.79	8,786.21	79.85
MAINTENANCE & REPAIRS	40,387.36	50,410.00	4,126.63	39,697.07	10,712.93	78.75
OCCUPANCY	36,780.30	43,800.00	4,647.91	38,549.14	5,250.86	88.01
CONTRACTUAL SERVICES	27,580.28	9,880.00	1,200.80	7,525.42	2,354.58	76.17
OTHER CHARGES	3,831.23	4,150.00	60.43	2,573.64	1,576.36	62.02
CAPITAL OUTLAY	402,679.72	147,564.00	1,630.17	116,496.38	31,067.62	78.95
TOTAL PARKS	904,168.81	773,299.00	54,143.42	594,215.73	179,083.27	76.84
BUILDING MAINTENANCE						
PERSONNEL SERVICES	102,987.61	149,524.00	11,949.48	117,845.91	31,678.09	78.81
SUPPLIES & MATERIALS	6,985.54	8,200.00	564.39	6,845.10	1,354.90	83.48
MAINTENANCE & REPAIRS	3,196.84	4,550.00	485.30	3,902.14	647.86	85.76
OCCUPANCY	268.50	472.00	30.62	308.31	163.69	65.32
CONTRACTUAL SERVICES	1,514.43	1,690.00	43.34	1,219.92	470.08	72.18

FINANCIAL STATEMENT

147

AS OF: JULY 31ST, 2012

101-GENERAL FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
OTHER CHARGES	109.50	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	115,062.42	164,546.00	13,073.13	130,121.38	34,424.62	79.08
TOTAL PUBLIC WORKS	1,926,275.68	1,998,603.00	149,070.03	1,414,231.97	584,371.03	70.76
LIBRARY						
00-NON-PROGRAM						
PERSONNEL SERVICES	364,985.92	482,094.00	35,928.25	381,047.80	101,046.20	79.04
SUPPLIES & MATERIALS	62,535.58	65,519.00	5,414.07	62,830.71	2,688.29	95.90
MAINTENANCE & REPAIRS	7,900.24	12,758.00	1,135.24	11,980.02	777.98	93.90
OCCUPANCY	24,324.41	32,293.00	3,255.41	25,499.37	6,793.63	78.96
CONTRACTUAL SERVICES	16,220.51	20,448.00	625.00	19,488.30	959.70	95.31
OTHER CHARGES	8,205.59	11,222.00	40.82	9,180.88	2,041.12	81.81
CAPITAL OUTLAY	7,251.98	0.00	0.00	0.00	0.00	0.00
TOTAL 00-NON-PROGRAM	491,424.23	624,334.00	46,398.79	510,027.08	114,306.92	81.69
TOTAL LIBRARY	491,424.23	624,334.00	46,398.79	510,027.08	114,306.92	81.69
*** TOTAL EXPENSES ***	6,934,104.46	8,263,839.00	709,065.83	6,491,610.00	1,772,229.00	78.55
	=====	=====	=====	=====	=====	=====

REVENUES OVER/(UNDER) EXPENDITURES (363,668.05) (112,688.00) (188,977.52) 1,104,397.74 (1,217,085.74) 980.05-

*** END OF REPORT ***

FINANCIAL STATEMENT

148

AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES						
CHARGES FOR SERVICES						
00-00-4046 SPECIAL EVENTS HOT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
WATER REVENUES						
00-00-4101 WATER SALES-RESIDENTIAL	855,906.04	1,085,000.00	96,576.92	901,034.21	183,965.79	83.04
00-00-4102 WATER SALES-COMMERCIAL	698,441.60	765,000.00	74,731.38	754,763.36	10,236.64	98.66
00-00-4103 WATER SALES-PUBLIC AUTH	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4150 PENALTIES	22,533.21	28,000.00	3,155.12	26,502.88	1,497.12	94.65
00-00-4152 WATER TAPPING FEES	3,600.00	7,600.00	0.00	900.00	6,700.00	11.84
00-00-4154 WATER SERVICE FEES	25,442.50	21,000.00	1,935.00	24,980.39	(3,980.39)	118.95
00-00-4156 OTHER	736.71	100.00	30.00	4,873.00	(4,773.00)	873.00
00-00-4161 SPECIAL PROJECT REIMB	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER REVENUES	1,606,660.06	1,906,700.00	176,428.42	1,713,053.84	193,646.16	89.84
WASTEWATER REVENUES						
00-00-4201 WASTEWATER SALES-RESIDENTIAL	546,744.59	630,000.00	62,485.06	604,346.88	25,653.12	95.93
00-00-4202 WASTEWATER SALES-COMMERCIAL	413,443.59	500,000.00	45,662.43	465,522.14	34,477.86	93.10
00-00-4203 WASTEWATER SALES-PUBLIC AUTHO	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4250 PENALTIES	14,469.90	19,000.00	1,792.17	17,012.60	1,987.40	89.54
00-00-4252 SEWER TAPPING FEES	1,725.00	5,200.00	0.00	900.00	4,300.00	17.31
00-00-4253 SEPTIC TANK DUMP FEES	90,837.44	78,500.00	8,772.93	96,738.24	(18,238.24)	123.23
00-00-4256 OTHER	843.43	100.00	0.00	0.00	100.00	0.00
TOTAL WASTEWATER REVENUES	1,068,063.95	1,232,800.00	118,712.59	1,184,519.86	48,280.14	96.08
INTEREST INCOME						
00-00-4400 INTEREST RECEIPTS	2,113.84	3,200.00	512.28	1,826.26	1,373.74	57.07
00-00-4401 INTEREST RECEIPTS	2,113.85	3,200.00	0.00	915.59	2,284.41	28.61
TOTAL INTEREST INCOME	4,227.69	6,400.00	512.28	2,741.85	3,658.15	42.84
MISCELLANEOUS						
00-00-4501 GRANT PROCEEDS	33,139.12	0.00	0.00	12,701.68	(12,701.68)	0.00
00-00-4512 SALE OF FIXED ASSETS	0.00	1,000.00	0.00	382.50	617.50	38.25
00-00-4519 BACKFLOW TESTING COST	712.50	3,000.00	0.00	95.00	2,905.00	3.17
00-00-4522 WORKER'S COMPENSATION REIMB	0.00	500.00	0.00	0.00	500.00	0.00
00-00-4528 CONSERVATION PROGRAM	18.48	100.00	0.00	750.00	(650.00)	750.00
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	440,000.00	0.00	438,510.00	1,490.00	99.66
00-00-4547 BY THE WAY CAMPGROUND	7,667.08	10,200.00	1,302.54	12,564.91	(2,364.91)	123.19
00-00-4548 LCRA/WCID	56,511.00	66,000.00	4,486.47	40,909.93	25,090.07	61.98
00-00-4549 DON STEWART/VICTORIA BANK REI	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	98,048.18	520,800.00	5,789.01	505,914.02	14,885.98	97.14

C I T Y O F B A S T R O P
FINANCIAL STATEMENT
AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TRANSFERS-IN						
00-00-4707 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
TOTAL TRANSFERS-IN	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	2,776,999.88 =====	3,666,700.00 =====	301,442.30 =====	3,406,229.57 =====	260,470.43 =====	92.90 =====

FINANCIAL STATEMENT

150

AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENT						
00-NON-PROGRAM						
TOTAL 00-NON-PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
WATER-ADMINISTRATION						
ADMINISTRATION						
PERSONNEL SERVICES	107,258.82	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	7,746.46	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	4,018.88	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	4,641.52	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	322,392.27	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	12,215.93	0.00	0.00	0.00	0.00	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
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	206,991.60	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	665,265.48	0.00	0.00	0.00	0.00	0.00
TOTAL WATER-ADMINISTRATION	665,265.48	0.00	0.00	0.00	0.00	0.00
WATER-DISTRIBUTION						
WATER DISTRIBUTION						
PERSONNEL SERVICES	106,576.55	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	13,385.67	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	70,607.65	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	2,431.59	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	4,901.41	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	1,870.81	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	454,881.56	0.00	0.00	0.00	0.00	0.00
TOTAL WATER DISTRIBUTION	654,655.24	0.00	0.00	0.00	0.00	0.00
TOTAL WATER-DISTRIBUTION	654,655.24	0.00	0.00	0.00	0.00	0.00
WATER-PRODUCTIONS						
WATER PRODUCTION						
PERSONNEL SERVICES	48,187.61	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	4,040.42	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	65,778.36	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	27,033.29	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	51,563.26	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	587.25	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	11,684.10	0.00	0.00	0.00	0.00	0.00
TOTAL WATER PRODUCTION	208,874.29	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT

151

AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL WATER-PRODUCTIONS	208,874.29	0.00	0.00	0.00	0.00	0.00
WATER/WASTEWATER DEPT.						
ADMINISTRATION						
PERSONNEL SERVICES	0.00	818,053.00	58,388.10	622,341.44	195,711.56	76.08
SUPPLIES & MATERIALS	0.00	60,405.00	4,780.13	50,216.83	10,188.17	83.13
MAINTENANCE & REPAIRS	0.00	22,190.00	320.55	13,162.67	9,027.33	59.32
OCCUPANCY	0.00	19,200.00	1,589.62	16,681.54	2,518.46	86.88
CONTRACTUAL SERVICES	0.00	629,191.00	57,631.06	548,079.66	81,111.34	87.11
OTHER CHARGES	0.00	36,700.00	1,189.09	26,877.76	9,822.24	73.24
CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	39,029.00	0.00	36,267.46	2,761.54	92.92
TRANSFERS OUT	0.00	610,000.00	50,833.32	508,333.20	101,666.80	83.33
TOTAL ADMINISTRATION	0.00	2,234,768.00	174,731.87	1,821,960.56	412,807.44	81.53
W/WW DISTRIBUT/COLLECT						
SUPPLIES & MATERIALS	0.00	10,900.00	2,472.50	7,930.89	2,969.11	72.76
MAINTENANCE & REPAIRS	0.00	183,880.00	22,473.85	157,012.61	26,867.39	85.39
OCCUPANCY	0.00	34,000.00	5,144.18	35,696.30	(1,696.30)	104.99
CONTRACTUAL SERVICES	0.00	14,600.00	415.15	12,902.50	1,697.50	88.37
OTHER CHARGES	0.00	3,270.00	3,200.00	3,200.00	70.00	97.86
CAPITAL OUTLAY	0.00	38,500.00	52,453.41	88,842.91	(50,342.91)	230.76
TOTAL W/WW DISTRIBUT/COLLECT	0.00	285,150.00	86,159.09	305,585.21	(20,435.21)	107.17
WATER PRODUCTION/TREAT						
SUPPLIES & MATERIALS	0.00	26,500.00	680.63	11,100.28	15,399.72	41.89
MAINTENANCE & REPAIRS	0.00	114,050.00	15,667.75	101,085.78	12,964.22	88.63
OCCUPANCY	0.00	90,000.00	5,928.51	61,950.12	28,049.88	68.83
CONTRACTUAL SERVICES	0.00	83,775.00	6,216.72	60,601.60	23,173.40	72.34
CAPITAL OUTLAY	0.00	88,500.00	0.00	77,273.44	11,226.56	87.31
TOTAL WATER PRODUCTION/TREAT	0.00	402,825.00	28,493.61	312,011.22	90,813.78	77.46
WW TREATMENT PLANT						
SUPPLIES & MATERIALS	0.00	29,800.00	303.26	23,063.60	6,736.40	77.39
MAINTENANCE & REPAIRS	0.00	97,830.00	4,623.87	69,043.20	28,786.80	70.57
OCCUPANCY	0.00	65,000.00	6,720.84	59,061.68	5,938.32	90.86
CONTRACTUAL SERVICES	0.00	60,000.00	2,632.00	45,229.52	14,770.48	75.38
CAPITAL OUTLAY	0.00	500.00	0.00	0.00	500.00	0.00
TOTAL WW TREATMENT PLANT	0.00	253,130.00	14,279.97	196,398.00	56,732.00	77.59
TOTAL WATER/WASTEWATER DEPT.	0.00	3,175,873.00	303,664.54	2,635,954.99	539,918.01	83.00

WATER-TREATMENT

FINANCIAL STATEMENT

152

AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

	PRIOR	CURRENT	M-T-D	Y-T-D	BUDGET	% OF
EXPENDITURES	Y-T-D	BUDGET	ACTUAL	ACTUAL	BALANCE	BUDGET
WATER TREATMENT						
PERSONNEL SERVICES	48,188.55	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	27,784.17	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	74,803.95	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	40,988.65	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	20,986.11	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	439.30	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 WATER TREATMENT	213,190.73	0.00	0.00	0.00	0.00	0.00
TOTAL WATER-TREATMENT	213,190.73	0.00	0.00	0.00	0.00	0.00
WW-ADMINISTRATION						
ADMINISTRATION						
PERSONNEL SERVICES	107,258.56	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	3,941.39	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	2,827.81	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	4,674.65	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	243,385.54	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	4,600.68	0.00	0.00	0.00	0.00	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
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT	206,991.60	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	573,680.23	0.00	0.00	0.00	0.00	0.00
TOTAL WW-ADMINISTRATION	573,680.23	0.00	0.00	0.00	0.00	0.00
WW-COLLECTION						
WW COLLECTION						
PERSONNEL SERVICES	106,034.48	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	9,490.71	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	71,136.25	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	1,135.62	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	3,723.73	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	1,741.88	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	9,999.88	0.00	0.00	0.00	0.00	0.00
TOTAL WW COLLECTION	203,262.55	0.00	0.00	0.00	0.00	0.00
TOTAL WW-COLLECTION	203,262.55	0.00	0.00	0.00	0.00	0.00

WW-LIFT STATIONS

FINANCIAL STATEMENT

153

AS OF: JULY 31ST, 2012

202-WATER/WASTEWATER FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
WW LIFT STATIONS						
PERSONNEL SERVICES	48,147.90	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	4,102.18	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	44,324.15	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	25,184.76	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	528.99	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	255.02	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 WW LIFT STATIONS	122,543.00	0.00	0.00	0.00	0.00	0.00
TOTAL WW-LIFT STATIONS	122,543.00	0.00	0.00	0.00	0.00	0.00
WW-TREATMENT PLANT						
WW TREATMENT PLANT						
PERSONNEL SERVICES	48,202.85	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MATERIALS	25,980.25	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & REPAIRS	92,533.47	0.00	0.00	0.00	0.00	0.00
OCCUPANCY	61,804.11	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	45,969.93	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES	774.78	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	500.00	0.00	0.00	0.00	0.00	0.00
TOTAL WW TREATMENT PLANT	275,765.39	0.00	0.00	0.00	0.00	0.00
TOTAL WW-TREATMENT PLANT	275,765.39	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENSES ***	2,917,236.91	3,175,873.00	303,664.54	2,635,954.99	539,918.01	83.00
REVENUES OVER/(UNDER) EXPENDITURES	(140,237.03)	490,827.00	(2,222.24)	770,274.58	(279,447.58)	156.93
*** END OF REPORT ***						

FINANCIAL STATEMENT

154

AS OF: JULY 31ST, 2012

501-HOTEL/MOTEL TAX FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
TAXES & PENALTIES						
00-00-4007 MOTEL/HOTEL TAX RECEIPTS	1,614,560.86	2,070,600.00	269,633.98	1,853,158.20	217,441.80	89.50
TOTAL TAXES & PENALTIES	1,614,560.86	2,070,600.00	269,633.98	1,853,158.20	217,441.80	89.50
INTEREST INCOME						
00-00-4400 INTEREST EARNED	3,378.33	5,000.00	450.41	2,864.52	2,135.48	57.29
TOTAL INTEREST INCOME	3,378.33	5,000.00	450.41	2,864.52	2,135.48	57.29
INTERGOVERNMENTAL						
00-00-4418 TEXAS YES GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS						
00-00-4514 MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
00-00-4529 LCRA HISTORICAL VIDEO GRANT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUE **	1,617,939.19	2,075,600.00	270,084.39	1,856,022.72	219,577.28	89.42
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FINANCIAL STATEMENT

155

AS OF: JULY 31ST, 2012

501-HOTEL/MOTEL TAX FUND

		PRIOR	CURRENT	M-T-D	Y-T-D	BUDGET	% OF
EXPENDITURES		Y-T-D	BUDGET	ACTUAL	ACTUAL	BALANCE	BUDGET
NON-DEPARTMENT							
00-NON-PROGRAM							
TOTAL 00-NON-PROGRAM		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENT		0.00	0.00	0.00	0.00	0.00	0.00
HOTEL/MOTEL TAX FUND							
00-NON-PROGRAM							
CONTRACTUAL SERVICES		789,066.55	1,033,500.00	75,217.40	888,854.13	144,645.87	86.00
OTHER CHARGES		28,246.56	45,000.00	0.00	15,894.56	29,105.44	35.32
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		816,243.30	1,023,680.00	85,306.66	853,066.60	170,613.40	83.33
TOTAL 00-NON-PROGRAM		1,633,556.41	2,102,180.00	160,524.06	1,757,815.29	344,364.71	83.62
TOTAL HOTEL/MOTEL TAX FUND		1,633,556.41	2,102,180.00	160,524.06	1,757,815.29	344,364.71	83.62
***	TOTAL EXPENSES	1,633,556.41	2,102,180.00	160,524.06	1,757,815.29	344,364.71	83.62
		=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES		(15,617.22)	(26,580.00)	109,560.33	98,207.43	(124,787.43)	369.48%

*** END OF REPORT ***