

**NOTICE OF SPECIAL MEETING**  
**HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION**  
**September 28, 2016 6:00 P.M.**  
City Hall Council Chambers  
1311 Chestnut Street  
Bastrop, TX 78602

\*\*\*\*\*  
Executive Session: The Hunters Crossing Local Government Corporation reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Texas Open Meetings Act, Chapter 551 Government Code, Vernon's Texas Code, Annotated, the following item will be discussed in closed session.

A. Section 551.071 – Consultations with Attorney

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1. Call Meeting to Order.
2. Public Comments. [Note: Persons may address the Board on any issue not otherwise listed on this Agenda. Please observe the time limit of three (3) minutes for general public comments. In accordance with the State of Texas Open Meetings Act, the Board cannot undertake discussion or take any action on Public Comments received at the meeting, but can: (1) recite Board/City policy on the points raised and/or (2) place items on an upcoming agenda for both discussion and action at that upcoming meeting.]
3. Approval of meeting minutes of August 17, 2016. ( 1-5 )
4. **CONDUCT A PUBLIC HEARING:** The Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas will conduct a "Public Hearing" on the proposed Fiscal Year 2017 Budget and Fiscal Year 2017 Operations and Maintenance Assessment for the Hunters Crossing Public Improvement District. ( 6-10 )
5. **ADJOURN PUBLIC HEARING:** The Board of Directors of Hunters Crossing Local Government Corporation will adjourn the Public Hearing and convene into Regular Session to take any necessary action(s).
6. Consideration, discussion and possible action on approval of a Resolution of the Board of Directors of the Hunters Crossing Local Government Corporation of Bastrop, Texas approving and adopting the annual budget for Fiscal Year 2017, providing reimbursements for historic capital expenditures and to on-going operations and maintenance expenditures for public improvements in the Hunters Crossing Public Improvement District located in Bastrop, Texas; approving an updated assessment plan related to operations and maintenance expenditures and costs containing other provisions related to the Hunters Crossing Public Improvement District. ( 11-15 )
7. Consideration, discussion and possible action on the nomination and election of President, Vice-President, and Secretary for the Hunters Crossing Local Government Corporation Public Improvement District Board. ( 16-19 )
8. Consideration, discussion, and possible action related to the Clean Scapes, LLP Landscape Maintenance Agreement and Clean Scapes, LLP Mowing and Irrigation Agreement related to concerns about landscape maintenance, mowing, and mosquito prevention. ( 20-29 )

9. Informational update to Board, by Chair, on matters related to the Hunters Crossing Local Government Corporation and/or Public Improvement District.
10. Invitation for input from Board members related to issues for possible inclusion on future agendas.
11. Consideration, discussion, and possible action on setting the time and date for the next quarterly meeting of the Hunters Crossing Local Government Corporation and the proposed budget timeline for the Fiscal Year 2017. (30-31)
12. Adjourn.

**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 23<sup>rd</sup> day of September 2016 at 9:50. Copies of this agenda have been provided to those members of the media requesting such information.*

  
\_\_\_\_\_  
Tracy Waldron, Chief Financial Officer

**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 SPECIALLY 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 512-332-8800. PLEASE PROVIDE FORTY-EIGHT HOURS NOTICE WHEN FEASIBLE.**

Confirm Time Posted 

**STANDARDIZED AGENDA RECOMMENDATION FORM**

LOCAL GOVERNMENT CORP. BOARD OF DIRECTORS

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: Approval of minutes from the August 17, 2016 meeting.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Policy Implication:

5. Budgeted:  Yes  No  N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

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

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation: Approve the minutes of the August 17, 2016 meeting.

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: Approve the minutes from the August 17, 2016 Board meeting.\_\_\_\_\_

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION  
MINUTES  
August 17, 2016, 6:00 PM

The Hunters Crossing Local Government Corporation Board met on August 17, 2016 at Bastrop City Hall located at 1311 Chestnut Street, Bastrop, Texas. Board members in attendance were Marvin Townsend, Carolyn Smith, Brian Rider, and James Kershaw. Also in attendance Trey Job, Tracy Waldron, and Heather Ambrose. Brandon Johnson and Ryan Gray were absent.

**1. Call to Order**

Board Member Brian Rider called the meeting to order at 6:00 p.m. with a quorum being present. Carolyn Smith made the motion to designate Marvin Townsend as the Acting Chair for the meeting. Seconded by James Kershaw and approved without objection.

**2. Public Comments**

There were no public comments.

**3. Approval of meeting minutes of July 27, 2016.**

Brian Rider made the motion to approve the minutes as presented. Motion seconded by James Kershaw and approved without objection.

**4. WORKSHOP SESSION – The Local Government Corporation Board of Directors will convene into a workshop session to discuss:**

**A. 2016-2017 Budget – A review and discussion of the Fiscal Year 2017 Proposed Budget for the Hunters Crossing Local Government Corporation.**

At 6:02 p.m., the Local Government Corporation Board of Directors convened into a workshop session.

Chief Financial Officer Tracy Waldron identified the documents presented in the Board's packet. Ms. Waldron called to the Board's attention that page 5 shows the projections for the current fiscal year and proposed budget for FY16/17. There is additional revenue coming in this year over last year for the Multi-family lot, which impacted the budget. According to Ms. Waldron's notes, this year's M & O rate is .056 and that is defined in the assessment plan. The only change to rates is that Multi-family will be changed to be the same as Commercial. Everything else remains the same related to rates.

Ms. Waldron advised that \$80,000 is earmarked and available for potential drainage work as discussed in previous meetings. That's the main change to the budget. Mr. Rider asked if the \$80,000 includes the engineering work approved previously. Ms. Waldron confirmed that the previously approved amount is being allocated from the current FY16 budget.

Carolyn Smith asked about the landscaping that is performed in the Hunter's Crossing area and whether the budget was cut for this item. Ms. Waldron said it has not changed. Ms. Waldron explained that the budgeted maintenance for landscaping is for a certain number of landscaping/maintenance tasks per year.

Mr. Rider inquired whether the \$80,000 was just an estimate or based on specific calculations. Public Works Director Trey Job explained how the \$80,000 was determined. This amount was conceived by himself and the City Engineer working together related to the sediment and drainage issues they assume have built up over time. Mrs. Smith stressed there is quite a bit of sediment that has built up in the area.

Ms. Waldron explained that the second page shows the year's ending balance as \$34,294. The capital funds should stay around a \$5,000 fund balance as that has been the practice in the past. Mr. Rider

asked if there was a contingency line item in the budget for any unknown expenses that may arise and Ms. Waldron advised there is not.

Mr. Rider referred back to Ms. Smith's previous question related to landscaping and what the timeframe is for needing to go out for bids on landscaping and maintenance. He inquired when the contract for maintenance for the area will expire. Ms. Waldron and Mr. Job explained that the current maintenance contract is the result of a recent RFP and is for three years. Mr. Job added that last year some of the scheduled mowing was cut in the RFP. Ms. Smith said that her concern is not the areas that are being maintained, but the areas that are not being mowed.

Mr. Rider stated that Ryan Gray had sent a question to him via email to be read at the meeting in his absence. The question was related to the Capital Improvements (CI) rate. Mr. Gray believes the multi-family rate should be .068. The operation plan states it should be that amount rather than the .056. Ms. Waldron said she would get an answer to clarify that question. Mr. Rider asked that Ms. Waldron check the multi-family versus commercial schedule and revise budget to reflect those numbers if needed. Ms. Waldron cautioned that if there was an error, and an overpayment was made, any possible reimbursements would need to be addressed. She advised she will send out a revised budget if she finds this was in error.

Ms. Smith asked about the property taxes included in the budget. Ms. Waldron explained that the \$1500 in the budget is a line item for payment of legal fees related to the cost of the process of tax collection. Mr. Rider added that it's essentially an administrative fee to the County as the tax collector.

**5. The Local Government Corporation Board of Directors will adjourn Workshop Session to take any necessary actions(s).**

At 6:11 p.m., Brian Rider made the motion to adjourn workshop session and reconvene into regular session. Seconded by James Kershaw and carried without objection.

No action was taken.

**6. Consideration, discussion, and possible action regarding setting the time, date and location on presenting the "Proposed FY17" budget and FY17 "O & M Assessment" for the Hunters Crossing Subdivision PID.**

The previously determined date of September 28, 2016 at 6:00 p.m. at City Hall for adoption of the rate and approval of the budget was confirmed. No action was taken.

**7. Informational update to Board, by Chair, on matters related to the Hunters Crossing Local Government Corporation and/or Public Improvement District.**

Mr. Rider asked for an update on the progress of engaging the engineering and surveying work that was discussed at the last meeting. Mr. Job said he contacted the previous firm that surveyed the area and a map of the drainage areas was sent. The request was prepared to consider all the drainage areas recommended for review. The cost is \$7,500 for formal review of the engineering and \$29,000 for the survey.

Mr. Job suggested only surveying the pond areas and then do a visual site inspection of the other areas. The most funds should be expended on the drainage ponds since they are the greatest concern. Mr. Rider asked Carolyn Smith which areas were of most concern to her. Ms. Smith showed the areas on the map where many homes have flooded, or nearly flooded. Mr. Rider said that Ms. Smith had brought

concerns about the May 17<sup>th</sup> rains and resulting flooding. Mr. Job said he needs to know which areas are most important to be surveyed, or all can be completed but at a higher cost. Mr. Job said more quotes could be obtained but the quote comes from Chaparrel with previous work on this matter.

Mr. Job said in 2009, some minor changes were done to improve drainage. Mr. Rider said that she thinks to some extent, current overgrowth of vegetation in the drainage areas is causing a problem. Mr. Job said that one contributing factor is that the areas are mowed 12 times per year. However, with the extreme rainfall, it has hindered the ability to get in to mow the areas and the vegetation is growing at a higher rate.

Mr. Rider inquired about whose responsibility the growth of vegetation along the fence line. He thinks overgrowth may be contributing to water retention rather than allowing the water to runoff. Mr. Job said he does not believe the fence is part of the PID and Mr. Rider concurred. Mr. Rider said the nearby ditch is part of the PID and is maintained.

Mr. Rider said he feels that the plans and actual conditions need to be compared to ensure they are still the same. Mr. Job drew on the map which way the drainage is intended to flow. Mr. Townsend asked what physical method will be used to complete the survey. Mr. Job said he anticipates the company will use a rod to measure the sediment in specific locations. This should likely include using a boat to go out into the pond and check the sediment layer at that location as well.

Mr. Townsend inquired whether the ponds in the area are intended for recreational use. An empty pond, rather than a filled recreational pond, would be more likely to prevent flooding. Mr. Job confirmed that the drainage ponds were designed for recreational use and intended to withstand a 100 year flood. However, problems can occur when a blockage occurs downstream.

Mr. Rider asked Mr. Job for his recommendation on what areas are in most need of surveying. Mr. Job said he specifically recommends professionally surveying the areas of the ponds for current sediment build-up. He further explained that the canals can be visually surveyed because of their concrete bottoms. However, the ponds cannot be visually surveyed as the bottoms are under water.

Mr. Job asked Ms. Waldron what balance remains in this year's budget that could be used to do more work if necessary. Ms. Waldron said there might be approximately \$8,000 - \$10,000 maximum remaining in the current year's budget. Mr. Job said he feels the spot survey and visual surveying will work, and if more money is required the issue can be revisited. Mr. Job said he can look at the original plans to determine the normal sediment depth.

Ms. Smith discussed with Mr. Job about a wire fence running along the back side of the PID. Ms. Smith said that former City Manager Michael Talbot said it was not the PID fence. Mr. Rider said that when the property was developed, the fence was existing but the ditch was built later. The ditch is mowed when dry enough to be accessible. Mr. Job will also spot survey the depth of the ditch. Mr. Rider requested that Mr. Job also make a point to look at the outflow drainage level.

## **8. Invitation for input from Board members related to issues for possible inclusion on future agendas.**

### Suggested Future Agenda Items

- 1. Follow-up discussion on flooding issues, including the engineering and surveying report (if complete).*
- 2. Update on progress on the transfer of ownership of the common areas to the Public Improvement District.*

Mr. Rider said he needs the City Attorney to work with him on the documents in the near future. Mr. Job stressed that although everything but the parks have been conveyed to the PID, a “walk-through” needs to be done before the transfer occurs. The City simply maintains the areas currently. Mr. Job explained that the map of the area is complete but the legal paperwork needs reviewed by the City Attorney. Mr. Rider asked if Mr. Townsend will take the lead in getting this going and Mr. Townsend said he will look into what’s needed. Mr. Job and Mr. Townsend will review the documents.

3. *Election of Officers*

Tracy Waldron advised that the suggested agenda items may not be discussed until a later date as the next meetings is specifically related to the budget. However, the election of officers will definitely be on the agenda

**9. Adjournment**

At 6:49 pm, Brian Rider made the motion to adjourn. Seconded by James Kershaw and approved without objection.

APPROVED:

ATTEST:

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Marvin Townsend, Acting Board Chair

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Brandon Johnson, Board Secretary

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: **CONDUCT A PUBLIC HEARING: The Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas will conduct a “Public Hearing” on the proposed Fiscal Year 2017 Budget and Fiscal Year 2017 Operations and Maintenance Assessment for the Hunters Crossing Public Improvement District.**

2. Party Making Request: **Tracy Waldron, CFO**

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No \_\_\_\_\_  
**A power point presentation is included for your review.**

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: \_\_\_\_\_





# Local Government Corp. Hunter's Crossing PID Public Hearing

September 28, 2016

**CITY OF BASTROP, TEXAS**  
**LGC PID REVENUE SUMMARY**  
**Proposed Budget FY2017**

HUNTERS CROSSING AD VALOREM TAXES	FY15-16		FY16-17		Assessment Amount and Description		
	Budget	Projected	Proposed	Proposed			
<b>M&amp;O Funds</b>							
Commercial - Current - M&O	\$ 37,881	\$ 37,887	\$ 37,881	\$ 0.0317	per square foot		
Commercial - Flat - Current - M&O	\$ 13,930	\$ 13,930	\$ 14,348		HXC 1, Lot1		
Multifamily-M&O	\$ -	\$ -	\$ 17,400	\$ 0.0317	per square foot	*	
Single Family - Flat - Current - M&O	\$ 10,852	\$ 11,285	\$ 11,279	\$ 23.16	per lot		
Single Family - Flat - Delinquent - M&O	\$ 500	\$ 500	\$ 500				
Penalty and Interest - M&O	\$ 100	\$ 250	\$ 250				
Prorated PID Fees - M&O	\$ 100	\$ -	\$ -				
Interest Income	\$ 140	\$ 525	\$ 525				
<b>TOTAL M&amp;O FUNDS RECEIVED:</b>	<b>\$ 63,503</b>	<b>\$ 64,377</b>	<b>\$ 82,183</b>				
<b>Capital Funds</b>							
Commercial - Current - Capital	\$ 84,844	\$ 84,844	\$ 84,844	\$ 0.0710	per squarefoot	**	
Multifamily-Capital	\$ -	\$ -	\$ 37,325	\$ 0.0680	per squarefoot	**	
Single Family - Flat - Current - Capital	\$ 140,427	\$ 146,585	\$ 155,353	\$ 319	per lot	***	
Single Family - Flat - Delinquent - Capital	\$ 50	\$ 2,200	\$ 2,200				
Penalty and Interest - Capital	\$ 100	\$ 650	\$ 650				
Prorated PID Fees - Capital	\$ 500	\$ -	\$ -				
Interest Income	\$ 100	\$ 375	\$ 375				
<b>TOTAL CIP FUNDS RECEIVED:</b>	<b>\$ 226,021</b>	<b>\$ 234,654</b>	<b>\$ 280,747</b>				
<b>TOTAL AD VALOREM TAXES</b>	<b>\$ 289,524</b>	<b>\$ 299,031</b>	<b>\$ 362,930</b>				

\* FY 17 Reduced Multifamily from \$.056 per sq. foot to \$.0317.

\*\* Provided by Hunters Crossing Public Improvement District Service and Assessment Plan.

\*\*\* Provided by Hunters Crossing Public Improvement District Service and Assessment Plan(page 46). Amount Increased from \$301 to \$319

**CITY OF BASTROP, TEXAS**  
**LGC PID EXPENDITURE SUMMARY**  
**Proposed Budget FY2017**

EXPENSES	FY15-16		FY16-17	
	Current Budget	Projected	Proposed	
<b>Maintenance &amp; Repairs</b>				
Irrigation	\$ 9,000	\$ 10,000	\$	10,000
Miscellaneous Repairs	\$ 2,000	\$ 1,000	\$	5,000
Miscellaneous Projects *	\$ 10,000	\$ 10,000	\$	80,000
<b>Total Maintenance &amp; Repairs</b>	<b>\$ 21,000</b>	<b>\$ 21,000</b>	<b>\$</b>	<b>95,000</b>
<b>Contractual Services</b>				
Mowing Services	\$ 48,000	\$ 40,615	\$	41,000
Maintenance Services	\$ 13,700	\$ 19,052	\$	20,000
Security Services	\$ -	\$ -	\$	-
Professional Services/ Audit	\$ 6,000	\$ 5,806	\$	6,000
Property Tax Fees	\$ 1,500	\$ 1,200	\$	1,500
<b>Total Contractual Services:</b>	<b>\$ 69,200</b>	<b>\$ 66,673</b>	<b>\$</b>	<b>68,500</b>
<b>Occupancy</b>				
Utilities	\$ 12,000	\$ 5,000	\$	5,500
Well User Fees	\$ 750	\$ 750	\$	750
<b>Total Occupancy:</b>	<b>\$ 12,750</b>	<b>\$ 5,750</b>	<b>\$</b>	<b>6,250</b>
<b>Miscellaneous &amp; Other</b>				
Miscellaneous Expenses	\$ 500	\$ 50	\$	500
Reimbursement to Developer for Capit	\$ 261,000	\$ 261,000	\$	285,000
	\$ 261,500	\$ 261,050	\$	285,500
<b>Total</b>	<b>\$ 364,450</b>	<b>\$ 354,473</b>	<b>\$</b>	<b>455,250</b>

*\*This category includes drainage work to be performed*

**CITY OF BASTROP, TEXAS**  
**LGC PID FUND BALANCE SUMMARY**  
**Proposed Budget FY2017**

**Maintenance & Operation Funds**

09-30-2015 Audited Beginning Balance M&O		\$ 151,457
Revenue	\$ 64,377	
Expenses	<u>\$ (93,473)</u>	
Net	\$ (29,096)	
09-30-2016 Projected Ending M&O Balance		\$ 122,361
Revenues	\$ 82,183	
Budgeted Expenses	<u>\$ (170,250)</u>	
Net	\$ (88,067)	
<b>09/30/2017 Proposed Ending M&amp;O Balance</b>		<b><u>\$ 34,294</u></b>

Percentage fo Fund Balance 20%

**Capital Funds**

09-30-2015 Audited Beginning Capital Balance		\$ 36,435
Revenue	\$ 234,654	
Expenses	<u>\$ (261,000)</u>	
Net	\$ (26,346)	
09-30-2016 Projected Ending Capital Balance		\$ 10,089
Revenues	\$ 280,747	
Budgeted Expenses	<u>\$ (285,000)</u>	
Net	\$ (4,253)	
<b>09/30/2017 Proposed Ending Capital Balance</b>		<b><u>\$ 5,836</u></b>

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: **Consideration, discussion and possible action on approval of a Resolution of the Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas, approving and adopting the annual budget for Fiscal Year 2017 and providing reimbursements for historic capital expenditures and to on-going operations and maintenance expenditures for public improvements in the Hunters Crossing Public Improvement District located in Bastrop, Texas; approving an updated assessment plan related to operations and maintenance expenditures and costs containing other provisions relating to the Hunters Crossing Public Improvement District.**

2. Party Making Request: **Tracy Waldron, CFO**

3. Nature of Request: (Brief Overview) Attachments: Yes   X   No \_\_\_\_\_  
**A copy of the Resolution is included for your review.**

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: **Approve Resolution for annual budget and updated assessment plan for Fiscal Year 2017.**

9. Advisory Board: \_\_\_\_\_Approved \_\_\_\_\_Disapproved \_\_\_\_\_None

10. Manager’s Recommendation: \_\_\_\_\_Approved \_\_\_\_\_Disapproved \_\_\_\_\_None

11. Action Taken: \_\_\_\_\_

**HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION  
RESOLUTION NO. R- 2016-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION OF BASTROP, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR FY2017 AND PROVIDING REIMBURSEMENTS FOR HISTORIC CAPITAL EXPENDITURES AND TO ON-GOING OPERATIONS AND MAINTENANCE EXPENDITURES FOR PUBLIC IMPROVEMENTS IN THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT, WHICH IS LOCATED IN BASTROP, TEXAS; APPROVING AN UPDATED ASSESSMENT PLAN RELATED TO OPERATIONS AND MAINTENANCE EXPENDITURES AND COSTS AND CONTAINING OTHER PROVISIONS RELATING TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT.**

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**WHEREAS**, the Hunters Crossing Public Improvement District (the "PID") has been duly created by the City of Bastrop, Texas (the "City"), and is operating under the authority of Chapter 372, Texas Local Government Code, the Public Improvement District Assessment Act (the "Act"); and

**WHEREAS**, in accordance with the Act, the City previously determined the estimated cost of public improvements for the PID and the method of assessment for the costs of such Public Improvements, and adopted a Service and Assessment Plan (the "Service Plan") for the PID; and

**WHEREAS**, the Hunters Crossing Local Government Corporation (the "Corporation") has been created by the City in order to implement the Service Plan for the PID and to perform other functions delegated to it by the City; and

**WHEREAS**, the City, the Corporation, and Forestar (USA) Real Estate Group, Inc., formerly known as Sabine Investment Company ("Forestar"), have entered into a Public Improvements District Development and Reimbursement Agreement (the "Reimbursement Agreement") pursuant to which Forestar has advanced sums to plan, construct and finance the Public Improvements for the PID and to pay costs related to the creation, organization, operation and maintenance of the PID and the Public Improvements as described in the Service Plan (collectively, "Project Costs"), subject to reimbursement as provided in the Agreement, and

**WHEREAS**, the City staff has prepared for the Corporation's consideration a proposed FY-17 budget (Fiscal Year October 1, 2016 – September 30, 2017), and

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has reviewed the Budget and all information and documentation submitted to the Corporation in support thereof, and has determined that the Budget should be approved; and

**WHEREAS**, the Act provides that the Service Plan is to be reviewed and updated annually, and the Board has further determined that the Service Plan, including the assessment plan incorporated therein, should be updated as it pertains to the on-going operations and maintenance Project Costs set forth in the Budget, but that there is no update to the capital expenditure component of the Service Plan, and thus, the proposed budget is satisfactory for FY-17.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION THAT:**

1. The Board finds and determines that the 2017 Budget (i.e., for Fiscal Year October 1, 2016 – September 30, 2017) accurately reflects projected costs for the Public Improvements for 2016-2017, and should be and hereby is approved.
2. The Board finds and determines that the assessments for operations and maintenance costs under the assessment plan incorporated into the Service Plan should be updated in order to enable the PID to properly maintain the Public Improvements and to pay and reimburse such costs as contemplated by the Service Plan.
3. The Board further finds and determines that the operations and maintenance assessments set forth below are correct and should be assessed and collected to provide for on-going operations and maintenance, and directs the President of the Corporation, or his assignee, to provide the updated assessments set forth below to the Bastrop County Tax Assessor-Collector no later than close of business on September 29, 2016, and to request that such assessments be assessed to and collected from property owners in the PID.
4. The Board further finds and determines that the capital assessment as identified in the Service and Assessment Plan, which relates solely to the original historic capital costs, continues to be correct, should not be changed, and should continue to be assessed and collected, and directs the President of the Corporation, or his assignee, to provide the capital assessments to the Bastrop County Tax Assessor-Collector no later than close of business on September 29, 2016, and to request that such assessments be assessed to and collected from property owners in the PID.
5. Accordingly, the Board finds and determines that the operations and maintenance assessments for the residential properties in the PID, will be reduced from the amount set in for FY-16, and further, that the commercial properties should be assessed and collected for FY-17, as follows:

Master Plan Tract Description	Land Use	2016 Operations and Maintenance Assessment
HXR 1	Single Family	\$ 23.16 per lot
HXR 2	Single Family	\$ 23.16 per lot
HXR 3A	Single Family	\$ 23.16 per lot
HXR 3B	Single Family	\$ 23.16 per lot
HXR 3C	Single Family	\$ 23.16 per lot
HXR 4A	Single Family	\$ 23.16 per lot
HXR 4B	Single Family	\$ 23.16 per lot
HXR 5	Single Family	\$ 23.16 per lot
HXR 7A	Single Family	\$ 23.16 per lot
HXR 7B	Single Family	\$ 23.16 per lot
HXC 1 (Chilis, Lot 1)	Commercial	\$ 0.0317 per square foot
HXC 1 (Balance of retail, Lot 2)	Commercial	\$ 0.0317 per square foot
HXC 1 (Lot 3)	Commercial	\$ 0.0317 per square foot
HXC 2	Commercial	\$ 0.0317 per square foot
HXC 3	Commercial	\$ 0.0317 per square foot
HXC 4	Commercial	\$ 0.0317 per square foot
HXC 5	Commercial	\$ 0.0317 per square foot
HXC 6	Commercial	\$ 0.0317 per square foot
HXC 7	Commercial	\$ 0.0317 per square foot
HXC 8	Commercial	\$ 0.0317 per square foot
HXC 1, Lot 1	Commercial	\$ 14,348
HXM 1	Multi-Family	\$ 0.0317 per square foot
HXM 2	Multi-Family	\$ 0.0317 per square foot
HXM 3	Multi-Family	\$ 0.0317 per square foot

- The Board further authorizes and directs the President of the Corporation to take any other action that may be necessary or convenient to effectuate the findings and to accomplish the objectives of this Resolution, to ensure the timely update of the assessment roll and Service Plan for the PID in accordance with this Resolution and to accomplish the levy and collection of the updated assessments in this Resolution.

PASSED, ADOPTED AND APPROVED this 28th day of September 2016, in open



meeting, duly held and notice of which was given in accordance with Chapter 551, Texas Government Code, the Texas Open Meetings Act.

Hunters Crossing Local Development  
Corporation

By: \_\_\_\_\_,  
\_\_\_\_\_, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Directors

**STANDARDIZED AGENDA RECOMMENDATION FORM**

LOCAL GOVERNMENT CORP. BOARD OF DIRECTORS

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: **Consideration, discussion and possible action on the nomination and election of President, Vice-President, and Secretary for the Hunters Crossing Local Government Corporation Public Improvement District Board.**

2. Party Making Request: **Tracy Waldron, CFO**

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

**The term of office for each officer position is coincident with that of the Director’s individual term of office. Former President Michael Talbot’s term and Vice President William Dildine’s term expired in June 2016 and therefore both officer positions need appointments. Board Member Brandon Johnson was reappointed in June 2016 and therefore his position as Secretary is also up for nomination and election. A copy of the pertinent portion of the Board’s bylaws and a list of current terms are included for your review.**

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. Motion Requested: **Nomination and election for positions of President, Vice President, and Secretary of the Hunters Crossing Local Government Corporation Public Improvement District.**

**Section 8. Committees.** The Board of Directors may, by resolution passed by a majority of the Directors, designate two (2) or more Directors to constitute one or more committees. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board of Directors from time to time.

**Section 9. Compensation of Directors.** Directors, as such, shall not receive any salary or compensation for their services as Directors; unless otherwise directed by the governing bodies of the City and County. A Director may be reimbursed for reasonable out-of-pocket expenses incurred as a Director in accordance with guidelines established by the Board of Directors which are reasonable and necessary in carrying out the Board of Directors' purposes.

**Section 10. Director's Reliance on Consultant Information.** A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of Directors of which the Director is not a member.

### ARTICLE III

#### OFFICERS

**Section 1. Titles and Term of Office.** The officers of the Corporation shall be a President, a Vice-President, a secretary, a treasurer, and such other officers as the Board of Directors may from time to time shall elect. One person may hold more than one office, except that the President of the Board may not hold the office of Secretary. The term of office for each officer (other than the Treasurer) shall be coincident with the Director's term of office.

Officers shall be subject to removal, with cause, at any time by a vote of a majority of the whole Board of Directors.

A vacancy in the office of any officer shall be filled by the Board of Directors. The designation of the Treasurer shall be governed by the provisions of Section 5 of this Article.

**Section 2. Powers and Duties of the President.** The President shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors. He or she shall have such duties as are assigned by the Board of Directors. The President may call special or emergency meetings of the Board of Directors.

**Section 3. Powers and Duties of the Vice-President.** The Vice-President shall be a member of the Board of Directors and shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

**Section 4. Execution of Documents.** In furtherance of the purposes of the Board of Directors and subject to the provisions of the Articles of Incorporation and By-laws, the Board of Directors may authorize the President or Vice President to sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations and instruments in the name of the Corporation.

**Section 5. Treasurer.** Notwithstanding the provisions of any other Section of this Article (other than the second paragraph of Section 1), The City's Director of Finance (or Interim or Acting Director of Finance) shall be the Treasurer of the Corporation during the term of office of the initial Directors. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in a special Corporation fund in depository bank or banks located in the City of Bastrop. He or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board of Directors. He or she shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors and he or she shall, before beginning to perform the duties of office, shall execute, and thereafter throughout his or her term of office, shall maintain in full force and effect a bond for \$100,000 payable to the Corporation and conditioned on the faithful performance of the Treasurer's duties. Such bond shall be approved by the Board of Directors and paid for by the Corporation. All Corporation funds shall be secured in the same manner as City funds, as required by Chapter 2256, Government Code, the Public Funds Investment Act.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose. He or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. He or she shall have charge of the Corporation's books and records, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

**Section 7. Officer's Compensation.** Officers may not receive salary or compensation for personal services. Members of the Board of Directors, even in their capacity as officers, are not entitled to compensation.



**HUNTERS CROSSING LOCAL  
GOVERNMENT  
CORPORATION BOARD**

Place	MEMBERS	TERM	APPOINTED
1	Acting City Manager Marvin Townsend	2	6/16 - 6/18
2	Brian C. Rider	3	9/14-6/17
3	Vacant	2	8/14-6/16
4	Carolyn Smith	2	6/16 – 6/18
5	Jim Kershaw	3	6/14 – 6/17
6	Council Member Bill Peterson	1	6/16 - 6/17
7	Brandon Johnson (Secretary)	1	6/16 -6/17

**Board Liaison**

Tracy Waldron  
Chief Financial Officer

(b) 512.332.8820

[twaldron@cityofbastrop.org](mailto:twaldron@cityofbastrop.org)

Last updated Friday, September 23, 2016



**STANDARDIZED AGENDA RECOMMENDATION FORM**

LOCAL GOVERNMENT CORP. BOARD OF DIRECTORS

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: **Consideration, discussion, and possible action related to the Clean Scapes, LLP Landscape Maintenance Agreement and Clean Scapes, LLP Mowing and Irrigation Agreement related to concerns about landscape maintenance, mowing, and mosquito prevention.**

2. Party Making Request: **Tracy Waldron, CFO**

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

**A request submitted by Carolyn Smith and a copy of the Clean Scapes Agreements are attached for your review.**

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. Motion Requested:

## Heather Ambrose

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**From:** Carolyn Smith <grannytx1@gmail.com>  
**Sent:** Wednesday, August 31, 2016 1:18 PM  
**To:** Heather Ambrose  
**Subject:** Mowing Contract for Hunters Crossing

Hello;

We are having issues in the community with mowing and mesquitos. Please put the Mowing contract on the agenda so we can figure out how best to get the landscape maintained and discuss the solutions. Also can you please include a copy of the landscape contract in the packet? I have not seen it or you could just email it to me. Will the flood study results be on this agenda?

Carolyn Smith



**Clean Scapes, LP**  
**LANDSCAPE MAINTENANCE AGREEMENT – HUNTER’S CROSSING LGC, BASTROP, TX**

**MAINTENANCE AGREEMENT**

This Agreement is entered into between Clean Scapes, LP, hereinafter referred to as, “Contractor”, and Hunter’s Crossing Local Government Corporation (“LGC”) for work to be performed upon Property owned by Hunter’s Crossing LGC, Bastrop, TX. It is acknowledged and understood by the Parties that the City of Bastrop (“City”), will be acting as an “agent” representative of the LGC and that the Public Works Director will be the primary contact for overseeing the execution of this agreement.

**TERM: NOVEMBER 1, 2015 TO OCTOBER 31, 2018**

**MAINTENANCE VISITS– 12 VISITS PER YEAR**

All landscaped areas will be serviced to keep a neat and tidy appearance. During the active growth season, the Property will be serviced on a 12 visit schedule, except when weather interference with regularly scheduled tasks poses safety risks or would prove destructive to the landscaping. In the event of inclement weather, the City and the Contractor shall reschedule the service to a time mutually agreed upon.

**POND MAINTENANCE**

Clean Scapes has contracted with a third party for pond maintenance to include the application of aquatic herbicides to reduce vegetation and application of copper sulfate to eliminate algae. These applications are to be applied once per month and in a quantity that will not affect the aquatic wildlife or the grass and plant material by way of the irrigation system.

**WEED CONTROL**

All shrub beds, curbs, natural areas that are mulched and expansion joints will be kept relatively weed free by hand weeding and the use of approved herbicides. This includes the whole property.

**CHEMICAL TREATMENTS - FERTILIZATION, WEED CONTROL, HERBICIDE, FIRE ANT CONTROL**

Hunters Crossing, LGC Bastrop  
Maintenance Agreement  
November 1, 2015



Chemical treatments will include fertilization using a slow release fertilizer to be applied five (5) times per year. Pre-emergent will each be applied twice (2) per year. As needed, appropriate herbicide will be used to control weeds and invasive grass at this property. Mound treatment, as needed, for fire ants is included in this contract. Any additional chemical treatments requested by the City will be an extra cost and must be approved by the Director of Public Works before application.

**SEASONAL COLOR (INCLUDED IN CONTRACT)**

Thirty (30) flats of color will be installed four (4) times per year between the two property entrances.

**MULCHING (INCLUDED IN CONTRACT)**

Once per year, 2" of mulch (approximately 703 bags) will be applied to all appropriate areas including but not limited to shrub beds and tree wells.

**GENERAL**

Clean Scapes management will be solely responsible for the replacement and removal of any plant damage caused by Contractor crews while performing the work provided herein.

Contractor shall have proper insurance in force at all times. An Insurance Certificate will be provided to the City upon contract execution.

With limited exception, irrigation repairs are outside the Contract price. Except as stated herein above, the Contractor will provide the LGC or the City the necessary proposals and costs for irrigation repairs not included in this Contract upon request by the City or the LGC. The City or the LGC shall approve every repair by the Contractor prior to its completion, regardless of price. All Clean employees will be uniformed and easily recognizable by LGC and City staff and members of the public.

All crews have a crew leader with direct communication to area managers.

Severe weather cleanup by the Contractors is not included in this Agreement. While the LGC is not required to use the Contractor for severe weather cleanup, the Contractor will be available for this service at an addition charge to the LGC. Severe weather includes, but is not limited to, ice storms, hail storms, wind storms, tornadoes, earthquakes, hurricanes, or flooding. As a courtesy, our contract customers will always receive preferential treatment for this service.

Snow removal, ice removal, and cleanup of residual de-icing materials are excluded from this Agreement. These services are available at an additional cost to the LGC.

Though precautions will be taken to deter native wildlife, damages caused by same are excluded from this agreement.

Hunters Crossing, LGC Bastrop  
Maintenance Agreement  
November 1, 2015

During the non-cutting season, the Property will be visited and serviced every two weeks. At that time the Property will be policed and blown. Windblown trash and debris will continue to be removed on the property during these visits.

**On the execution of this Agreement, the Contractor shall provide the City with a copy of a maintenance schedule which shall be attached to this Agreement. In addition, the Director of Public Works will approve all work by the Contractor before it begins. Notwithstanding the general Scope of Work provided herein, the LGC or the City, as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services herein on seven (7) calendar days' notice to the Contractor.**

Unless otherwise specified, this agreement will automatically renew following the completion of the initial term. Either party shall have the right to terminate the Agreement on thirty (30) days written notice to the other.

**TERMS OF THE AGREEMENT**

The duration of this agreement is November 1, 2015 to October 31, 2018. All straight time labor and materials for mowing and irrigation are included in this Agreement. Neither the LGC nor the City is responsible for the payment of sales tax. Accordingly, all pricing below is shows, "as is".

**PRICE OF THE WORK:**

- Pond Maintenance \$480.00 per month/visit
- Seasonal Color \$285.00 per month/visit
- Mulching \$292.92 per month/visit
- Bear Hunter Addendum #2 \$529.71 per month

**Monthly Total:** **\$1,587.63 per month**

PAYMENTS:

Initials: 

Payment Details as Quoted Above:

If the above block is initialed, the owner/representative elects to pay the price for the work as billed by the Contractor as follows: billing is at the first of each month and due by the end of that month. Neither the LGC nor the City is required to pay sales tax and will not be billed for same.

If the Owner fails to make any installment payment when due, the Contractor shall cease working and render an invoice to the City for the amount due.

**LIMITED WARRANTY**

Hunters Crossing, LGC Bastrop  
Maintenance Agreement  
November 1, 2015

Contractor warrants only the work that is to be performed by the Contractor pursuant to this Agreement, Contractor shall, without charge, use such materials and labor as are necessary to correct the work. This warranty runs only to the Owner named in the Agreement (including the City and the LGC), and is effective only if written notice of a claim is delivered to the Contractor. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.

**TERMINATION**

This contract may be canceled by either party with a minimum written 30-day notice and is subject to the same conditions as set forth in the previous pages.

**ENTIRE AGREEMENT:**

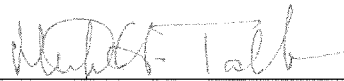
This agreement represents the entire Contract between the parties. No verbal agreements, condition or representations are valid unless appearing on both copies. All modifications must be in writing and acknowledged by the Contractor and Owner.

This Agreement is to be governed by the laws of the State of Texas and is binding upon the heirs, personal representatives, successors and assigns of the parties.

Proposed by:

Accepted by:

By: Ronald Moore

By: 

Title: Area Manager

Title: City Manager

Date: November 1, 2015

Date: 11/13/15



**Clean Scapes, LP**

**LANDSCAPE MAINTENANCE AGREEMENT – HUNTER’S CROSSING LGC, BASTROP, TX**

**MOWING AND IRRIGATION**

This agreement is entered into between Clean Scapes, LP, hereinafter referred to as, “Contractor”, and the Hunter’s Crossing Local Government Corporation (“LGC”) for work to be performed upon property owned by the Hunter’s Crossing LGC, Bastrop, TX. It is acknowledged and understood by the Parties that the City of Bastrop (“City”), will be acting as an “agent” representative of the LGC and that the Public Works Director will be the primary contact for overseeing the execution of this Agreement.

**DATES: NOVEMBER 1, 2015 TO OCTOBER 31, 2018**

- 1) PRIMARY AREAS AND COMMON AREAS AS LISTED BELOW AND SHOWN ON MAP, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A” – 26 VISITS PER YEAR**
- 2) OUTSIDE POOL FENCE AND POCKET PARK - 36 VISITS PER YEAR**
- 3) DRAINAGE EASEMENT AREAS - 12 VISITS PER YEAR**

All landscaped areas will be serviced per the above listed frequencies to keep a neat and tidy appearance. During the active growth season, the property will be serviced as stated, except when weather interference with regularly scheduled tasks poses safety risks or would prove destructive to the landscaping. In the event of inclement weather, the City and the Contractor shall reschedule the service to a time mutually agreed upon. Standard services include mowing, trimming, and edging.

All trees, tree wells, buildings, beds, and other obstacles will be trimmed around using a string-trimmer.

All grass and other debris caused by Contractor will be blown from sidewalks, curbs, exterior parking island areas, and breezeways after each mowing.

Trash will be picked up by the Contractor prior to mowing. If trash should be run over by the mowers, it will be raked and removed.

**IRRIGATION**

Hunters Crossing LGC, Bastrop  
November 1, 2015

At times mutually agreed on and scheduled by the Parties, Contractor will perform a monthly irrigation inspection check on the 2<sup>nd</sup> Tuesday of each month, and will report the results of the same to the Director of public works. Specifically included in this inspection is an examination of the number and identification of broken sprinkler heads, if any. Contractor will advise the client promptly, in writing, of any schedule change and will report, electronically, Contractor's findings and suggested remedies and repairs (if needed). All damages to property of the LGC, including to the irrigation system, caused by Clean Scapes crews will be repaired at no additional charge to the LGC or the City of Bastrop. An invoice for other irrigation repairs, if requested by the LGC, will be provided to the LGC with proof of the damage(s) and cost. Any repairs to be completed by the Contractor, regardless of cost, shall be approved by the City in advance of the repair. Specific exclusions entail vandalism; acts of God (freezing, tornadoes, hurricanes, earthquakes, etc.); power loss; and damage by native wildlife.

~~A mutually agreed on and pre-approved budget of \$3,000.00 per month for irrigation repairs has been set.~~

#### **GENERAL**

Clean Scapes management will be solely responsible for the replacement and removal of any plant damage caused by Contractor crews while performing the work provided herein.

Contractor shall have proper insurance in force at all times. An Insurance Certificate will be provided to the City upon contract execution.

With limited exception, irrigation repairs are outside the Contract price. Except as stated herein above, the Contractor will provide the LGC or the City the necessary proposals and costs for irrigation repairs not included in this Contract upon request by the City or the LGC. The City or the LGC shall approve every repair by the Contractor prior to its completion, regardless of price. All Clean Scapes field employees will be uniformed and easily recognized by LGC and City staff and members of the public.

All crews have a crew leader with direct communication to area managers.

Severe weather cleanup by the Contractors is not included in this Agreement. While the LGC is not required to use the Contractor for severe weather cleanup, the Contractor will be available for this service at an additional charge to the LGC. Severe weather includes, but is not limited to, ice storms, hail storms, wind storms, tornadoes, earthquakes, hurricanes, or flooding. As a courtesy, Contract customers will always receive preferential treatment for this service.

Snow removal, ice removal, and cleanup of residual de-icing materials are excluded from this agreement. These services are available at an additional cost to the LGC.

Though precautions will be taken to deter native wildlife, damages caused by same are excluded from this agreement.

During the non-cutting season, the property will be visited and serviced every two weeks. At that time the property will be policed and blown. Windblown trash and debris will continue to be removed on the

Hunters Crossing LGC, Bastrop  
November 1, 2015

property during these visits.

On the execution of this Agreement, the Contractor shall provide the City with a copy of a mowing schedule which shall be attached to this Agreement. In addition, the Director of Public Works will approve all work by the Contractor before it begins. Notwithstanding the general Scope of Work provided for herein, the LGC or the City, as its representative, in its sole discretion, shall have the absolute right to limit or decrease the services herein on seven (7) calendar days' notice to the Contractor.

Unless otherwise specified, this agreement will automatically renew following the completion of the initial term. Either party shall have the right to terminate this agreement on thirty (30) days written notice to the other.

**TERMS OF THE AGREEMENT**

The duration of this agreement is November 1, 2015 to October 31, 2018. All straight time labor and materials for mowing and irrigation are included in this agreement. Neither the LGC nor the City is responsible for the payment of sales tax. Accordingly, all pricing below is shown, "as is".

**PRICES OF THE WORK:**

-Outside Pool Fence and Pocket Park: \$ 407.41 per month or \$135.00 per visit

-Primary Areas:

15' ROW setbacks along Hwy 71, FM 304,  
Hunter's Crossing Blvd., Home Depot Way, and Hunter's Point Drive  
3' Trail setbacks  
sports fields  
entrances (2)

\$2,439.17 per month or \$1,125.77 per visit

-Drainage Easement Areas: \$ 538.00 per month or \$538.00 per visit

**Standard Monthly Total: \$3,384.58 per month**

PAYMENTS:

Initials: 

Payment Details as Quoted Above:

If the above block is initialed, the owner/representative elects to pay the price for the work as billed by the Contractor, as follows: billing is at the first of each month and due by the end of that month. Neither the LGC nor the City is required to pay sales tax and will not be billed for the same.

If the Owner fails to make any installment payment when due, the Contractor shall cease working and render an invoice to the City for the amount due.

Hunters Crossing LGC, Bastrop  
November 1, 2015

**LIMITED WARRANTY**

Contractor warrants only the work that is to be performed by the Contractor pursuant to this Agreement, Contractor shall, without charge, use such materials and labor as are necessary to correct the work. This warranty runs only to the Owner named in the Agreement (including the City and the LGC), and is effective only if written notice of a claim is delivered to the Contractor. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.

**TERMINATION**

This contract may be canceled by either party with a minimum written 30-day notice and is subject to the same conditions as set forth in the previous pages.

**ENTIRE AGREEMENT:**

This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on both copies. All modifications must be in writing and acknowledged by the Contractor and Owner.

This agreement is to be governed by the laws of the State of Texas and is binding upon the heirs, personal representatives, successors and assigns of the parties.

Proposed by:

Accepted by:

  
\_\_\_\_\_

Title: Area Manager

Title: City manager  
\_\_\_\_\_

Date: November 1, 2015

Date: 11/13/15  
\_\_\_\_\_

**STANDARDIZED AGENDA RECOMMENDATION FORM**

LOCAL GOVERNMENT CORP. BOARD OF DIRECTORS

DATE SUBMITTED: September 23, 2016

MEETING DATE: September 28, 2016

1. Agenda Item: **Consideration, discussion, and possible action on setting the time and date for the next quarterly meeting of the Hunters Crossing Local Government Corporation and the proposed budget timeline for the Fiscal Year 2017.**

2. Party Making Request: **Tracy Waldron, CFO**

3. Nature of Request: (Brief Overview) Attachments: Yes \_\_\_\_\_ No   X    
**January 25, 2017 is the 4<sup>th</sup> Wednesday in January.**

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. Motion Requested: **Set next quarterly meeting date for January 25, 2017.**



# JAN 2017

SUN	MON	TUE	WED	THU	FRI	SAT
<b>01</b> NEW YEARS DAY	<b>02</b> CITY HOLIDAY	<b>03</b>	<b>04</b>	<b>05</b>	<b>06</b>	<b>07</b>
<b>08</b>	<b>09</b> CITY COUNCIL MTG	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b> MLK HOLIDAY	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> CITY COUNCIL MTG	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>	<b>31</b>				