



**Bastrop County Long Term Recovery Team**

# **Bastrop County Remembers**

A Community Gathering to Commemorate the  
Bastrop County Complex Wildfire which began September 4, 2011

**\* FREE ADMISSION \* LIVE MUSIC \* BARBECUE**

**\* KIDS' ACTIVITIES \* FELLOWSHIP \* HEALING**



**\* CREATE A COMMUNITY MOSAIC MEMORIAL \***

**September 4, 2016**

**12 p.m. (Noon) to 3 p.m.**

**(Free Lunch catered by Southside Barbecue served 12 p.m. to 2 p.m.)**

**Bastrop Convention Center**

**1408 Chestnut Street, Bastrop, Texas 78602**

**[www.BastropCountyLongTermRecovery.org](http://www.BastropCountyLongTermRecovery.org)**

[http://www.cityofbastrop.org/page/city.emergency\\_notification](http://www.cityofbastrop.org/page/city.emergency_notification)



STAY INFORMED! SIGN UP FOR CodeRED TODAY!

The City of Bastrop has partnered with CAPCOG and joined the Regional Notification System. The RNS uses CodeRED to send EMERGENCY notifications by phone, email, text and social media to keep citizens informed of emergencies such as an evacuation notices, utility outages, water main breaks, fire or floods, chemical spills, or other emergency situations.

The City may also activate CodeRED to send GENERAL notifications to registered subscribers to communicate non-life safety matters, such as planned road closures, water main repairs, water and power service interruptions, etc. By selecting the box for GENERAL alerts, you can also receive these types of notifications.

There is no charge to register for or use CodeRED and your personal information will be kept confidential. Registering for CodeRED is quick and easy:

- Sign up for CodeRED online here: [WarnCentralTexas.com](http://WarnCentralTexas.com)
- Add the CodeRED phone number, [866.419.5000](tel:866.419.5000) to your caller ID – this is for EMERGENCY CALLS
- Add the CodeRED phone number, [855.969.4636](tel:855.969.4636) to your caller ID - this is for GENERAL CALLS
- Add the CodeRED phone number, [800.566.9780](tel:800.566.9780) to your caller ID - this is for WEATHER WARNINGS

### Things to Know About CodeRED

CodeRED delivers notifications by phone, email, text, social media, and/or mobile alerts  
CodeRED is compatible with TDD/TTY devices for those with hearing impairments  
Individuals and businesses may add as many phone numbers, email and texts numbers as they choose

### CodeRED Mobile Alert App

Residents and visitors can now receive enhanced public safety alerts no matter where you are located via the CodeRED Mobile Alert app, a free public safety app for both Android and iPhone users. The CodeRED Mobile Alert app delivers community and emergency alerts to individuals

targeted within an impacted geographical area. The app enables you to receive timely notifications when you on the road, away from home.

If you are currently a CodeRED subscriber that has already registered your mobile phone to get notifications from the City of Bastrop or Bastrop County, you will continue to receive calls. However, if you download the app, you will also be able to get alerts to your smartphone anywhere in the country, including Hawaii, Puerto Rico, and Alaska.

To download the free CodeRED Mobile Alert app, visit the following:



For more information about the CodeRED service, visit <http://www.warncentraltexas.com>

LAW OFFICES OF DAVID F. BRAGG  
A PROFESSIONAL CORPORATION

MAILING ADDRESS:  
POST OFFICE BOX 2047  
BASTROP, TEXAS 78602-2047

1010 CHESTNUT STREET  
BASTROP, TEXAS 78602  
EMAIL: dfbragg@sbcglobal.net

AUSTIN METRO:  
TELEPHONE: (512) 581-0061  
TELECOPIER: (512) 581-0245

*Via hand delivery*

August 4, 2016

The Honorable Ken Kesselus  
Mayor  
City of Bastrop  
Bastrop City Hall

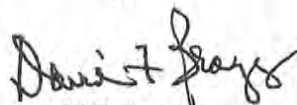
Dear Mayor Kesselus:

In light of my appointment as interim city attorney, I must submit my resignation, effective immediately, from the Planning and Zoning Commission/ Impact Fee Advisory Committee.

I have enjoyed working with each of the Commissioners and staff and regret that this decision is necessary. When my interim appointment expires, if there is still a place on the Commission, I would appreciate your consideration for reappointment.

Thank you.

Sincerely,

  
David F. Bragg

cc: Lisa Patterson, Chair  
Planning & Zoning Commission  
  
Members of the Commission  
  
Development Staff

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF PATRICK CONNELL TO PLACE 8 ON THE PARKS BOARD/PUBLIC TREE ADVISORY BOARD WITH A TERM OF 2016 - 2018.**

2. Party Making Request: **Mayor Kesselus**

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

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: **Approval of appointment of Patrick Connel to the Parks Board/Public Tree Advisory Board.**



12/2/15

**CITY OF BASTROP**

City Secretary's Office  
1311 Chestnut Street  
Bastrop, Texas 78602  
(512) 332-8800  
http://www.cityofbastrop.org

**Application for  
City Board/Commission/Committee  
Please Print or Type Clearly.**

New Appointment:

Request for Re-Appointment:

**SECTION A: APPLICANT INFORMATION**

Last Name Connell		First Patrick		Middle Ernest	
Street Address 1106 Spring Street			Mailing Address 1106 Spring Street		
Apt/Unit #		City Bastrop		State TX	
Phone (512) 868-7631		E-mail Address PatrickC.ALR@gmail.com			
Date Available 12/1/2015		I have lived in Bastrop 5.5 years.		Place of Employment Self-employed	
Have you filed an application here before?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		If so, when?	
Have you ever been convicted of a crime?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		If so, when?	
Do you reside within the City Limits of Bastrop?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Currently Employed YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<p><i>Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.</i></p>					

**SECTION B: REFERENCES**

Please list three professional references.

Full Name Andrew Holbrook	Relationship Colleague
Company Austin Luxury Realty	Phone (469) 387-3650
Full Name James "JJ" Johnson	Relationship Local Contractor I Utilize
Company J Johnson Contracting	Phone (512) 788-1894
Full Name Jennifer Walters	Relationship Client
Company Bastrop County Sheriff's Office	Phone (512) 923-9756

**SECTION C: ADDITIONAL INFORMATION**

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

None

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

I have lived and worked in and around the City of Bastrop for the last 5 years, both as a Paramedic Supervisor for our local EMS and as a REALTOR®. This has given me a unique perspective on the citizens, those coming into the city, and those leaving. More recently, I have been investing, developing, and rehabbing properties in the City for the last 12 months. I feel that this provides for a great foundation.

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

Community is very important to me, especially the future of the community and what will be happening to the place where my children will grow up. I want to see the City grow and thrive, while maintaining its small town feel, wholesome environment, and welcoming demeanor. With my experience, hobbies, and interests, I feel that this is the best way for me to multiply my efforts to positively affect the community.

**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

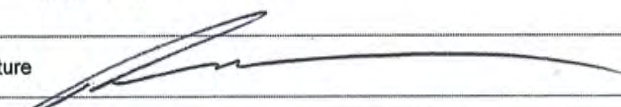
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

<input type="checkbox"/> Bastrop Parks Board	<input type="checkbox"/> Bastrop Economic Development Corporation	<input checked="" type="checkbox"/> Bastrop Housing Authority #3
#1 <input checked="" type="checkbox"/> Planning and Zoning Commission	<input checked="" type="checkbox"/> Board of Adjustment #2	<input type="checkbox"/> Construction Standards Board of Adjustments
#5 <input checked="" type="checkbox"/> Main Street Advisory Board	<input type="checkbox"/> Fairview Cemetery Advisory Board	<input type="checkbox"/> Art in Public Places Board
<input type="checkbox"/> Hunters Crossing Local Government Corporation Board	<input type="checkbox"/> Bastrop Library Board ( <input type="checkbox"/> City Resident / <input type="checkbox"/> BISD Area Resident)	
<input type="checkbox"/> Automated Red Light Advisory Committee	<input type="checkbox"/> Other:	
<input checked="" type="checkbox"/> Historic Landmark Commission #4	*Please indicate which position(s) you are qualified to serve under. <input type="checkbox"/> Architect, Planner, Designer <input checked="" type="checkbox"/> Licensed Real Estate Professional <input type="checkbox"/> Own Commercial Historic Structure/Property <input type="checkbox"/> Own Residential Historic Structure/Property <input checked="" type="checkbox"/> General Resident of City of Bastrop <input type="checkbox"/> Planning and Zoning Member <input type="checkbox"/> Bastrop County Historic Society Member	

**DISCLAIMER AND SIGNATURE**

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

Signature



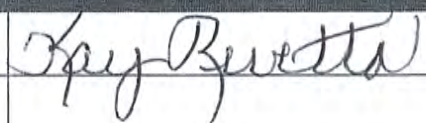
Date 11/30/2015

**WRITTEN NOTICE**

A hardcopy of this application with the original signature must be printed and mailed to be officially accepted for a board/commission/committee. Please return by mail or in person to:

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

**OFFICE USE ONLY**

Date Application Received:	RECEIVED DEC 02 2015	Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

## PATRICK CONNELL

**OBJECTIVE** To receive an appointment to one or more of the following Boards and/or Committees; Planning and Zoning, Board of Adjustment, Historic Landmark, and Main Street Advisory.

**SKILLS & ABILITIES** I am a Real Estate Professional and Investor by trade, with the ability to value properties, determine highest and best use given the surrounding areas, interpret, understand, and evaluate zoning ordinances, and understand what citizens are looking for in the way of housing and how their neighborhoods are developed.

**EXPERIENCE** **RESTORE BASTROP, BASTROP, TX**

January 2014 - Present

RESTORE BASTROP IS A LOCAL BASTROP COMPANY WITH THE SOLE FOCUS OF ACQUIRING OLD, DELAPITATED, AND OTHERWISE BEATEN PROPERTIES AND RENOVATING THEM BEFORE TURNING THEM BACK OVER TO THE RESIDENTS OF BASTROP. AS OWNER, MY JOB IS TO MANAGE ACQUISITIONS, CONSTRUCTION, AND SALES.

**LOST PINES PROPERTY GROUP/AUSTIN LUXURY REALTY, BASTROP, TX**

August 2013 - Present

RESPONSIBLE FOR ASSISTING CLIENTS IN THE SALE AND PURCHASE OF REAL PROPERTY. ADDITIONALLY, PROVIDING REAL ESTATE CONSULTING TO INVESTORS AND HOME OWNERS SEEKING THIRD-PARTY OPINIONS.

**EMERGENCY MEDICAL SERVICES, LAS VEGAS, AUSTIN, BASTROP**

May 2005 - July 2013

AS A CERTIFIED AND LICENSED PARAMEDIC, I PROVIDED EMERGENCY MEDICAL CARE AND ASSISTENCE TO THE CITIZENS OF LAS VEGAS, AUSTIN, AND BASTROP DURING MY TENURE.

**EDUCATION** **AUSTIN COMMUNITY COLLEGE, AUSTIN, TX, AAS CRIMINAL JUSTICE – LAW ENFORCEMENT**

Graduated Fall 2012 with a 3.818 GPA

**UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER, SAN ANTONIO, TX. BS EMERGENCY HEALTH MEDICINE**

Graduated Spring 2012 with a 3.600 GPA. Dean's Honor List Fall 2008, Summer 2012

**COLLEGE OF SOUTHERN NEVADA, LAS VEGAS, NV, AAS FIRE SCIENCE – URBAN FIRE FIGHTING**

Graduated Spring 2005 with a 2.870 GPA.



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF BOB ROGERS TO PLACE 4 ON THE ZONING BOARD OF ADJUSTMENT/MUNICIPAL SIGN REVIEW BOARD WITH A TERM OF 2016 - 2018. (BOB ROGERS IS BEING MOVED UP TO PLACE 4 FROM HIS CURRENT POSITION AS ALTERNATE 1 ON THE ZONING BOARD OF ADJUSTMENT/MUNICIPAL SIGN REVIEW BOARD.)**

2. Party Making Request: **Mayor Kesselus**

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

4. Policy Implication: **In the City Code, Chapter 14, Article 14.03, Section 9 states "E. Any vacancy of a regular member shall be filled by an alternate member only for the unexpired term of the member whose term becomes vacant."**

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: **Approval of appointment of Bob Rogers to Place 4 on the Zoning Board of Adjustment/Municipal Sign Review Board.**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF MARVIN TOWNSEND TO PLACE 1 ON THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION.**

2. Party Making Request: **Mayor Kesselus**

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:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approval of appointment of Marvin Townsend to the Hunters Crossing Local Government Corporation.**

**STANDARDIZED AGENDA RECOMMENDATION FORM**

**CITY COUNCIL**

**DATE SUBMITTED: August 2, 2016**

**MEETING DATE: August 9, 2016**

1. Agenda Item: **Approval of the statutory denial for a period of 180 days from the date of Council action on a Administrative Plat for Block 48 N.E. ¼ Subdivision being +/- .645 acres out of Building Block 48, East of Main Street, South of Chestnut Street, within the city limits.**

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

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

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

4. Policy Implication: \_\_\_\_\_

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

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

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

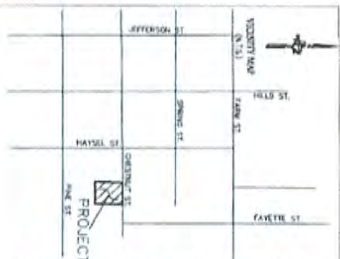
8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approve the statutory denial for the Adminstrative Plat for Building Block 48 N.E. ¼ Subdivision for 180 days.**

# BUILDING BLOCK 48 N.E. 1/4 SUBDIVISION ADMINISTRATIVE PLAT

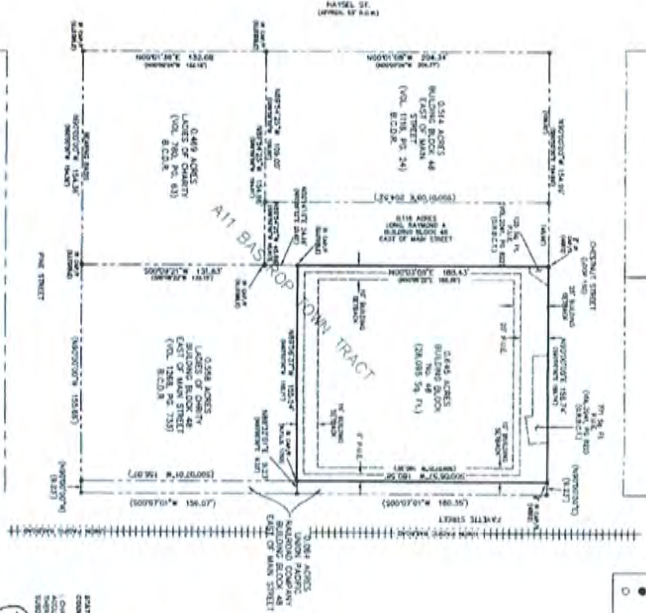


**STATE OF TEXAS**  
**COUNTY OF BAYLOR**  
**CITY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas



**STATE OF TEXAS**  
**COUNTY OF BAYLOR**  
**CITY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas

**STATE OF TEXAS**  
**COUNTY OF BAYLOR**  
**CITY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas

**STATE OF TEXAS**  
**COUNTY OF BAYLOR**  
**CITY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas

**STATE OF TEXAS**  
**COUNTY OF BAYLOR**  
**CITY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public in and for the State of Texas

**STANDARDIZED AGENDA RECOMMENDATION FORM**

**CITY COUNCIL**

**DATE SUBMITTED: August 2, 2016**

**MEETING DATE: August 9, 2016**

1. Agenda Item: **Approval of the statutory denial for a period of 180 days from the date of Council action on a Ammended Plat of Lots 34 and 35, Block A, Riverside Grove Subdivion, Phase 1, being +/- 2.254 acres west of Hasler Shores Dr. within the city limits.**

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

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

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

4. Policy Implication: \_\_\_\_\_

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

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

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

8. Staff Recommendation: **Staff recommends approval of the statutory denial.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Approve the statutory denial for the Amended Plat of Lots 34 and 35, Block A, Riverside Grove, Phase 1, for 180 days.**

**AMENDED PLAT**  
**LOTS 34 & 35**  
**BLOCK A**  
**RIVERSIDE GROVE SUBDIVISION**  
**PHASE I**  
**CARRER 3, P.O. BOX 1189, P.R.O.C.,**  
**BARTHOLOMEW COUNTY, TEXAS**

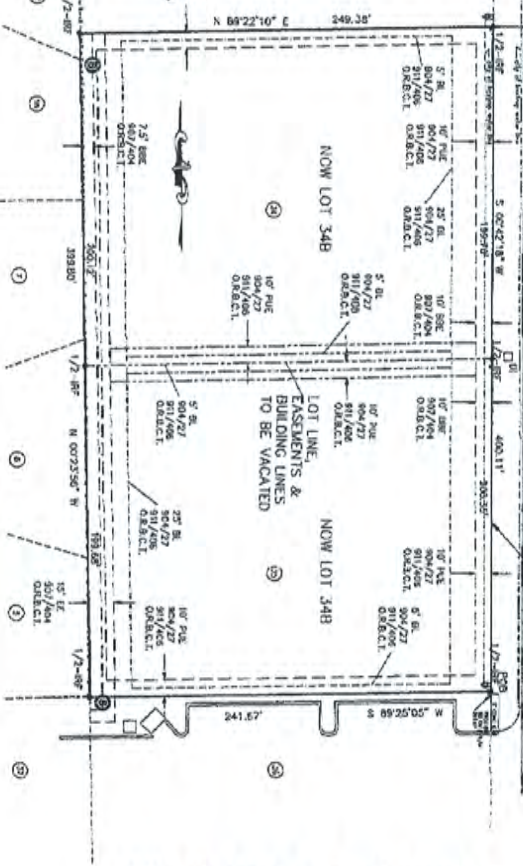
HASLER SHORES DR.  
 DATES OF DRAINAGE

**FILED NOTICE**  
 I, the undersigned, being duly qualified and sworn in as a Public Surveyor, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Barton, Texas, on this 20th day of July, 2016.

**RESERVED RIGHTS**  
 All rights reserved to the owner of the land herein shown, including but not limited to, the right to amend, modify or terminate the same at any time without notice to any other person.

**LEGEND**  
 1. ALL LOTS SHOWN ARE SUBJECT TO THE EASEMENTS, ENCUMBRANCES AND INTERESTS SHOWED ON THE PLAT HEREIN AND TO ALL RECORDS AND INSTRUMENTS AFFECTING THE LAND HEREIN.

**DEEDS OF RECORD**  
 DEEDS OF RECORD  
 DEEDS OF RECORD  
 DEEDS OF RECORD



**RECORDING INFORMATION**  
 THIS PLAT IS SUBJECT TO THE RECORDS AND INSTRUMENTS AFFECTING THE LAND HEREIN.

**AMENDED PLAT**  
 AMENDED PLAT  
 AMENDED PLAT



**FILED NOTICE**  
 I, the undersigned, being duly qualified and sworn in as a Public Surveyor, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in the Public Records of the County of Barton, Texas, on this 20th day of July, 2016.

**STAR SURVEYING**  
 STAR SURVEYING  
 STAR SURVEYING

**RECEIVED**  
 JUL 20 2016

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING DEFINITIONS #75 AND #270.1 AND ADDING A NEW DEFINITION #77.1 IN APPENDIX A-3 IN CHAPTER 14 OF THE CITY OF BASTROP ZONING ORDINANCE FOR THE TERM "CUSTOM PERSONAL SERVICE SHOPS TO INCLUDE DERMAPIGMENTATION SERVICES AS ACCESSORY USE TO BARBER/BEAUTY SHOP USES AND ADD DEFINITION OF DERMAPIGMENTATION (a/k/a PERMANENT MAKEUP); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

4. Policy Implication: \_\_\_\_\_

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

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

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

8. Staff Recommendation:

9. Advisory Board Recommendation:  XXX  Recommended Approval \_\_\_\_\_ Denial \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Recommendation: **Approve the second reading of changes to the Zoning Ordinance, Chapter 14 Appendix A-3 Definitions.**

ORDINANCE NO. 2016- 15

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING DEFINITIONS #75 AND #270.1 AND ADDING A NEW DEFINITION #75.1 IN APPENDIX A-3 IN CHAPTER 14 OF THE CITY OF BASTROP ZONING ORDINANCE FOR THE TERM "CUSTOM PERSONAL SERVICE SHOPS TO INCLUDE DERMAPIGMENTATION SERVICES AS ACCESSORY USE TO BARBER/BEAUTY SHOP USES ADD DEFINITION TO DERMAPIGMENTATION (a/k/a PERMANENT MAKEUP); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, on March 31, 2016, the Planning and Zoning Commission held a Workshop to consider whether to recommend certain changes be made to the City's Zoning Ordinance with reference to: the amendment of an existing zoning code definitions to allow the practice of applying dermapigmentation (which is also commonly referred to as "permanent makeup") to be considered an 'accessory use' to the primary use of Barber Shops/Hair Salons which are allowed to be located in Office, Neighborhood Service, General Retail, , Commercial -1, Commercial -2 Districts as well as within the FBC designations downtown (Historic Main Street, Downtown Mixed Use, Civic/Cultural Arts, and Commercial Mixed Use; and

**WHEREAS**, on May 26, 2016, after proper notice and pursuant to the procedures set forth in the City's Zoning Ordinance, the Planning and Zoning Commission held a public hearing to consider the nature and performance of the proposed uses and changes to the Zoning Code, and its compatibility with the uses permitted in the various districts to allow dermapigmentation as an accessory use in Barber Shops/Hair Salons and, accordingly, after such hearing determined that such uses should be allowed and that it would make a recommendation to the City council as to which zoning districts dermapigmentation, as an accessory use to Barber shops and Hair Salons, should be permitted; and

**WHEREAS**, on May 26, 2016, the Bastrop Planning and Zoning Commission convened and considered the input provided by the participants at the Public Hearing concerning the various amendments to the Zoning Code, as noted herein above, and determined that it is in the best interest of orderly planning and development of the City of Bastrop, that the City of Bastrop Zoning Ordinance be amended to recommend the changes noted herein below, related to zoning for dermapigmentation operations and, therefore, recommends the amendments as noted below for the consideration and possible approval of the City Council; and

**WHEREAS**, on June 14, 2016, the City Council convened at a regular meeting and after considering the information from Staff, the input provided from the Public Hearing and the recommendation of the members of the Planning and Zoning Commission; and

**WHEREAS**, the City Council asked for additional information regarding the changes in the code and for the item to be reconsidered at a future City Council meeting; and

**WHEREAS**, on June 28, 2016, the City Council convened at a regular meeting and after considering the information from Staff, the input provided form the Public Hearing and the



recommendation of the members of the Planning and Zoning Commission, have found and requested additional calcification of the definitions; and

**WHEREAS**, on July 26, 2016, the City Council has again convened at a regular meeting and after considering the additional definition provided related to dermapigmentation and information from Staff related to same, and distinguishing dermapigmentation from the practice of tattooing, in general, o, have found and determined that the amendments noted herein below to the City's Zoning Ordinance are in the best interest of the general welfare, health and safety of the citizens of the City of Bastrop.

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

PART 1: That A-3 DEFINITIONS to the City's Zoning Ordinance be amended as follows:

A-3 DEFINITIONS

75. *CUSTOM PERSONAL SERVICE SHOP* - Tailor, dressmaker, shoe shop, barber shop, beauty shop or similar shop offering custom service. Other services such as dermapigmentation, (a/k/a permanent makeup) may be offered as an accessory/incidental use to primary use.

75.1 **DERMAPIGMENTATION (a/k/a PERMANENT MAKEUP)** means the application of permanent pigments as a means of placing colored inks on the outer layers of skin solely for medical and cosmetic purposes such as: (a) the use of flesh toned pigments to cover or reduce the appearance of scars, surgical incisions and white spots caused by medical conditions such as vitiligo, (b) the use of pigments to simulate lost or non-growing facial hair including eye brows, eyelashes, and side burns, caused by genetic conditions, chemotherapy or medical conditions such as alopecia, and ( c) the application of colored inks to simulate facial cosmetics such as eyeliner, eye shadows, lip color and lip liner. Dermapigmentation, as used in this Code, does not include the type of tattooing or ink/skin application that has historically and traditionally been done to produce or depict decorative skin designs, letters, words, images, symbols, artwork, in general on all parts of the body.

270.1 **TATTOO** means the practice of producing an indelible mark or figure on the human body by scarring or inserting pigment under the skin using needles, scalpels, or other related equipment. Tattooing, as that term is used in this Code, refers to the type of application of pigments to the skin on parts of the body that is decorative in nature and generally depicts designs chosen by the person being tattooed for the purpose of pure adornment, such as letters, symbols, words, images, artwork, which may be located on all parts of the body. As used in this Code, it is not inclusive of the practice of dermapigmentation, which is a cosmetic practice that is separately defined and zoned by the City and this Code.

PART 2: That if any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or

application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

PART 3: That any provisions of the Bastrop City Code and any ordinances in conflict with this ordinance are, to the extent of any such conflict, hereby repealed.

PART 4: That this Ordinance shall take effect upon the date of final passage noted below, or when all applicable hearing and publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

Passed and Approved on First Reading on this 26<sup>th</sup> day of July, 2016

Passed and Adopted on Second Reading on this 9<sup>th</sup> day of August, 2016

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Ken Kesselus, Mayor

\_\_\_\_\_  
Ann Franklin, City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016  
MEETING DATE: August 9, 2016

1. Agenda Item: **Approval of request to accept the Public Improvements for Pecan Park, Section 4 located west of Childers Drive within the City limits of Bastrop, Texas.**

2. Party Making Request: **Wesley Brandon, PE, City Engineer**

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

**Site location map and Concurrence Letters from Wesley Brandon, City Engineer and Lynn Alderson, Engineer for the Developer are included with this request. City Council approved the Final Plat, February 23, 2016.**

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: **Staff recommends acceptance of the Public Improvements for Pecan Park, Section 4. The applicant has complied with all requirements of the Subdivision Ordinance and completed all necessary testing and documentation with regards to the construction of the public improvements. A two year maintenance bond has been submitted to the City.**

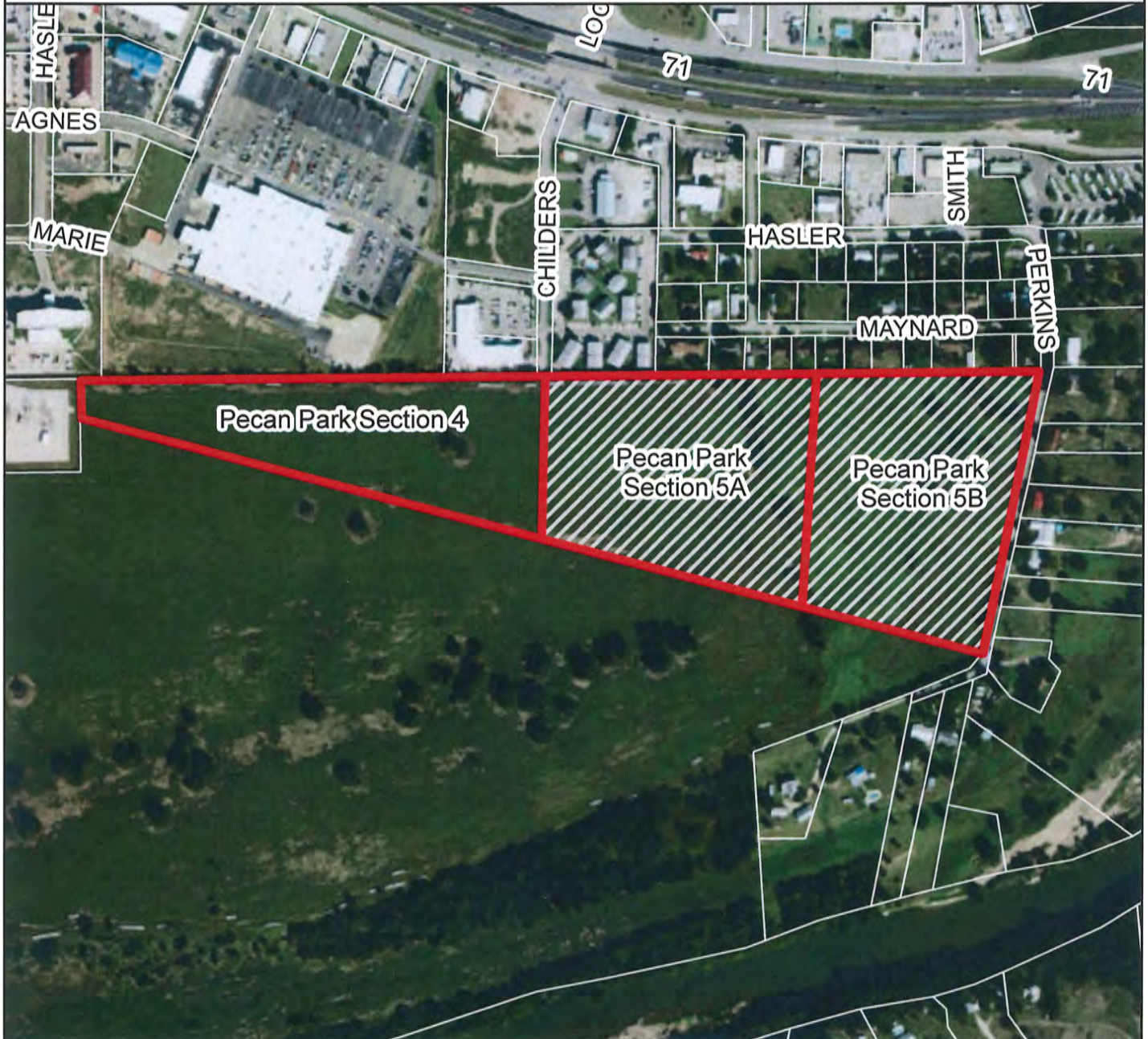
9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested: **Accept the Public Improvements for Pecan Park, Section 4.**




# Property Location Map for Pecan Park Section 4



## Legend

 Pecan Park Residential Section 4

 Pecan Park Residential Sections 5A and 5B

08-09-2016

August 2, 2016

The Honorable Ken Kesselus, Mayor  
& Members of the Bastrop City Council  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, Texas 78602



**RE: Pecan Park – Section 4**  
Acceptance of Subdivision Improvements

Dear Mayor Kesselus and Members of the City Council:

I am pleased to report that the construction of public improvements for the above-referenced project is complete and ready for acceptance into the City's maintenance program.

The improvements for this project were reviewed and inspected by City personnel, and all appropriate close-out documents (2-year maintenance bond, easements, as-built drawings, etc.) have been received by the contractor and/or design engineer.

Please do not hesitate to contact me if you have any questions or need additional information regarding this project.

Sincerely,

*Wesley Brandon*

Wesley Brandon, P.E.

City Engineer

Texas Registration No. 109732



Cc: File



July 20, 2016

Mr. Wesley Brandon, P.E. – City Engineer  
City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

Re: Engineering Concurrence Letter  
Road and Utility – Pecan Park Single Family Section 4  
Childers Rd.  
Bastrop, Texas 78602

Dear Mr. Brandon:

Please find this letter as our formal engineering concurrence for the referenced project. On Tuesday, July 19th, a visual observation of the improvements for this project was made. We found the project to be in substantial compliance with the approved construction plans. This visual observation was made to assure the project is complete with regards to roadway, utility, grading, and drainage facilities.

I, therefore, verify the adequate completion of the following items: roadway, curbs, storm-sewers, public utilities, outlet flow structures, and similar construction items.

Through our visual observation of the site, we have found the following items, which must be completed. These items are as follows:

1. Complete finish grading, instillation of soil retention blankets, instillation of rock riprap at channel outfall and revegetation of offsite channel.
2. Complete headwall at channel station 15+25: install energy dissipater blocks
3. Backfill and finish grade between sidewalks and back of curbs.
4. Install/complete parking areas along south side of Hidden Springs Drive.
5. Install light standards.
6. Complete finish grading, topsoil and revegetation all right-of-way and common areas.
7. Repair curb inlet station 10+31: concrete top surface chipped.
8. Install one inch flush valve on 4" water line extension.
9. Remove construction materials and debris from right-of-way and common areas.

We hereby request engineering release of the above referenced project.  
Sincerely,



Lynn Alderson, P.E.  
Principal

Cc: Duke McDowell-Pecan Park  
Coy Lowden - Excavating, Inc.



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: AUG. 2, 2016  
MEETING DATE: AUG. 9, 2016

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the Quarterly Investment Report for the period ending in June 30, 2016.**

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

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

Provide City Council Quarterly investment information for all investments the city holds.

4. Policy Implication: The CFO shall submit a written quarterly investment report to the City Manager and City Council per the City’s Investment Policy.

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: Acceptance of Quarterly Investment Report ending 6/30/16

9. Advisory Board:        Approved        Disapproved        None

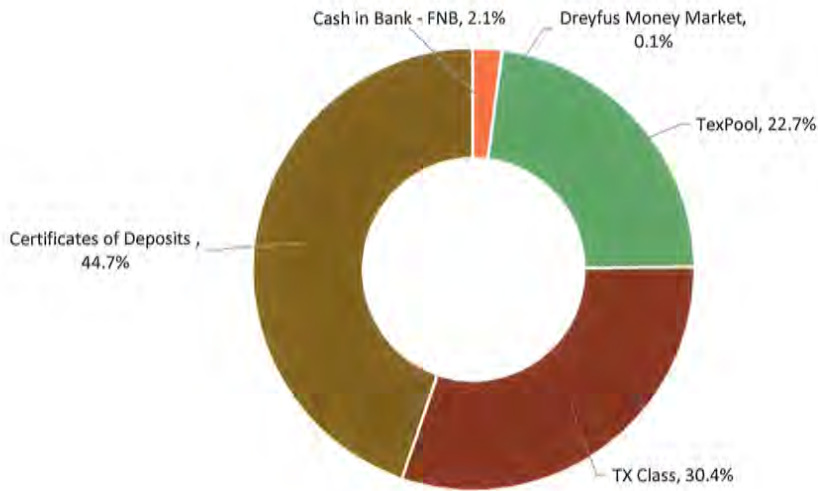
10. Manager’s Recommendation:        Approved        Disapproved        None

11. Motion Requested: Motion to Approve the Investment Report ending 6/30/16



City of Bastrop  
 Quarterly Investment Report  
 period ending June 30, 2016

Investments Description	Beginning Book Value	Ending Book Value	% of Portfolio	QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
Cash in Bank - FNB	\$ 326,070	\$ 642,556	2.1%	\$ 1,009	\$ 5,437	0.02
Dreyfus Money Market	\$ 4,999	\$ 18,684	0.1%	\$ 164	\$ 192	0.00
TexPool	\$ 8,707,609	\$ 6,839,625	22.7%	\$ 7,016	\$ 21,165	0.23
TX Class	\$ 14,150,012	\$ 9,166,277	30.4%	\$ 16,265	\$ 34,235	0.30
Certificates of Deposits	\$ 5,000,000	\$ 13,478,503	44.7%	\$ 14,189	\$ 27,208	140.98
Total Investments	\$ 28,188,690	\$ 30,145,645		\$ 38,643	\$ 88,237	141.53
					<u>\$24,084</u>	<u>YTD 6/30/15</u>



Prepared by:

*Tracy Waldron*

Tracy Waldron, Chief Financial Officer

City of Bastrop  
Quarterly Investment Report  
period ending June 30, 2016

FUND	BANK/ BROKER	CD NUMBER	BALANCE	MATURITY DATE	APY	Days to Maturity	Date Opened
Pooled Cash	FNB	74778	\$ 1,500,000	11/05/2016	0.70%	128	11/06/2015
	FNB	66399	\$ 1,500,000	04/26/2017	0.80%	300	04/29/2008
	FNC	32026UAW6	\$ 245,000	08/19/2016	0.60%	50	11/20/2015
	FNC	60688MRR7	\$ 245,000	08/25/2016	0.55%	56	11/25/2015
	FNC	98410YBA0	\$ 245,000	09/06/2016	0.55%	68	12/04/2015
	FNC	38148J3B5	\$ 245,000	11/25/2016	0.65%	148	11/25/2015
	FNC	78658QSF1	\$ 245,000	11/29/2016	0.70%	152	11/30/2015
	FNC	909552BS9	\$ 245,000	12/15/2016	0.70%	168	12/15/2015
	FNC	70158RHL5	\$ 245,000	03/13/2017	0.70%	256	11/30/2015
	FNC	58733ACE7	\$ 245,000	03/23/2017	0.85%	266	12/23/2015
	FNC	063248FM5	\$ 245,000	05/05/2017	0.70%	309	05/05/2016
	FNC	07370WYQ3	\$ 245,000	05/10/2017	0.70%	314	05/11/2016
	FNC	34387ABV0	\$ 245,000	06/19/2017	1.00%	354	12/17/2015
	FNC	9497482Y2	\$ 245,000	06/19/2017	1.00%	354	12/17/2015
	FNC	108622ER8	\$ 245,000	09/15/2017	1.00%	442	12/16/2015
	FNC	20361LBQ6	\$ 245,000	09/22/2017	1.00%	449	12/23/2015
	FNC	31985HAK2	\$ 245,000	11/03/2017	0.75%	491	05/11/2016
	FNC	33732TAT9	\$ 245,000	11/14/2017	0.75%	502	05/13/2016
	FNC	69478QDB3	\$ 245,000	11/20/2017	0.75%	508	05/18/2016
	FNC	02587DK31	\$ 245,000	12/18/2017	1.30%	536	12/16/2015
	FNC	20033ANZ5	\$ 245,000	01/19/2018	1.30%	568	01/19/2016
	FNC	12738RCW2	\$ 100,000	02/12/2018	1.25%	592	02/10/2016
	FNC	04407RAX9	\$ 245,000	02/13/2018	0.85%	593	05/13/2016
	FNC	06414QXX2	\$ 245,000	02/27/2018	1.00%	607	05/27/2016
	FNC	20786ABK0	\$ 245,000	02/28/2018	1.00%	608	02/29/2016
	FNC	88241TAL4	\$ 245,000	03/12/2018	1.00%	620	03/11/2016
	FNC	32112UCC3	\$ 245,000	03/15/2018	1.00%	623	03/15/2016
	FNC	55266CRV0	\$ 190,000	03/26/2018	0.90%	634	05/26/2016
	FNC	PER200CW7	\$ 200,000	05/04/2018	1.05%	673	05/04/2016
	FNC	465076JH1	\$ 245,000	05/04/2018	1.05%	673	05/04/2016
	FNC	02006LA78	\$ 245,000	05/07/2018	1.00%	676	05/05/2016
	FNC	46176PFA8	\$ 245,000	05/04/2018	1.00%	673	05/05/2016
	FNC	981571CD2	\$ 200,000	05/04/2018	1.10%	673	05/05/2016
	FNC	57116ALT3	\$ 245,000	05/07/2018	1.00%	676	05/06/2016
	FNC	845182AM6	\$ 245,000	05/07/2018	1.00%	676	05/06/2016
	FNC	29266N2A4	\$ 245,000	05/07/2018	0.95%	676	05/06/2016
	FNC	59013JNX3	\$ 245,000	05/10/2018	1.00%	679	05/10/2016
	FNC	49306SWN2	\$ 245,000	05/11/2018	1.00%	680	05/11/2016
	FNC	140420ZA1	\$ 245,000	05/11/2018	1.00%	680	05/11/2016
	FNC	05581WGE9	\$ 245,000	05/25/2018	1.05%	694	05/26/2016
FNC	466682AF8	\$ 245,000	05/29/2018	0.90%	698	05/27/2016	
FNC	74316VEN1	\$ 245,000	05/31/2018	0.90%	700	05/31/2016	
FNC	69413CES4	\$ 245,000	05/31/2018	0.90%	700	05/31/2016	
FNC	307660KA7	\$ 245,000	06/04/2018	0.90%	704	06/02/2016	
			\$ 13,000,000				
Cemetery	Frontier	501272	\$ 245,000	05/25/2018	0.95%	694	05/27/2016
	FNB	74957	\$ 130,000	06/27/2018	0.80%	727	06/27/2016
	FNB	68931	\$ 3,584	09/30/2016	0.70%	92	09/29/2005
	FNB	68904	\$ 96,919	09/13/2016	0.70%	75	09/13/2005
	FNB	69062	\$ 3,000	11/22/2016	0.70%	145	11/22/2005
			\$ 478,503				
		TOTAL	\$ 13,478,503				

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: Aug 2, 2016

MEETING DATE: Aug 9, 2016

1. Agenda Item: **A Resolution approving and adopting the Investment Policy for the City of Bastrop, Texas, and making various provisions related to the subject.**

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

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

4. Policy Implication: Provided in the Public Funds Investment Act section 2256.005(e) the governing body will review the Investment Policy annually and provide a written instrument stating that it has reviewed the Policy. I would like to further state that there are no recommended or required changes to the Investment Policy. Also, this policy will be submitted to the Government Treasurers' Organization of Texas (GTOT) for consideration of the Certificate of Distinction for its' Investment Policy. The City currently holds this Certification that expires August 31, 2016.

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: Approval and adoption of Investment Policy

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: \_\_\_\_\_

**RESOLUTION NO. R-2016-27**

**A RESOLUTION APPROVING AND ADOPTING THE INVESTMENT POLICY FOR THE CITY OF BASTROP, TEXAS, AND MAKING VARIOUS PROVISIONS RELATED TO THE SUBJECT.**

---

**WHEREAS**, the Public Funds Investment Act, Texas Government Code Ann., Chapter 2256 (the "Act"), provides that the governing body of an investment entity shall adopt a written investment policy regarding the investment of its funds; and

**WHEREAS**, the Public Funds Investment Act, Texas Government Code Ann., Chapter 2256 (the "Act"), provides that the governing body of an investing entity shall review its investment policy and investment strategies not less than annually; and

**WHEREAS**, the City Council has reviewed the investment policy and investment strategies; and

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

- (1) The City Council of the City of Bastrop, Texas, approves and adopts Investment Policy attached hereto as Exhibit A and made a part hereof by this reference.

**PASSED AND ADOPTED** by the City Council of the City of Bastrop, Texas on the 9th day of August, 2016.

**APPROVED:**

\_\_\_\_\_  
Ken Kesselus, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

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

**Exhibit A**

# City of Bastrop

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## Investment Policy

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Draft for Approval \_\_\_\_\_

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<b>I.</b>	<b>INTRODUCTION</b>

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Bastrop in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Bastrop shall review its investment strategies and policy annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "Act")) to define, adopt and review a formal investment strategy and policy. The policy provides conformance to all statutes, rules, and regulations governing the investment of public funds.

## **II. INVESTMENT STRATEGY**

The City of Bastrop may maintain separate portfolios, or one commingled portfolio which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. The investment objective for each portfolio will maintain the following priorities in order of importance: preservation and safety of principle, liquidity, diversification, understanding of the suitability of the investment to the financial requirements of the City, marketability of the investment and lastly yield.

Operating funds and commingled pools containing operating funds objective will assure that anticipated cash flows are matched with adequate investment liquidity. An additional objective is to create a diversified portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in a ladder or barbell maturity structure. The dollar weighted average maturity of 1 year or less will be calculated using the stated final maturity date of each security.

Debt service funds shall have as their objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. No extended investment may be made unless the prior debt service dates are fully funded.

Debt service reserve funds primary objective is the ability to generate a revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities, within the desired maturity and quality range.

Special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The state final maturity dates of securities held should not exceed the estimated project completion date.

## **III. SCOPE**

This investment policy applies to all financial assets of the City of Bastrop. These funds are accounted for in the City's Annual Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise/ Proprietary Funds and any new fund unless specifically exempted by the City Council.

#### **IV. OBJECTIVES**

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets.

The City's cash management portfolio shall be designed with the objective of regularly matching or exceeding the yield on comparable U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

#### **V. RESPONSIBILITY AND CONTROL**

##### **A. Investment Officer**

Under the direction of the City Manager, the Chief Financial Officer is designated as investment officer of the City and is responsible for investment decisions and activities. The investment officer shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, eight hours of training must be completed every two fiscal years. The training cycle is concurrent with the city's fiscal year.

##### **B. Internal Controls**

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by



management. Accordingly, the Chief Financial Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- ✓ Control of collusion.
- ✓ Separation of transaction authority from accounting and record keeping.
- ✓ Custodial safekeeping.
- ✓ Clear delegation of authority to subordinate staff members.
- ✓ Written confirmation for telephone (voice) transactions for investments and wire transfers.

#### C. Prudence

The standard of prudence to be applied by the investment officer shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City’s control, over which the officer has responsibility rather than a consideration as to the prudence of single investment.
2. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

#### D. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City’s portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

## **VI. REPORTING**

The Chief Financial Officer shall submit a written quarterly investment report of investment transactions for the preceding reporting period to the City Manager and City Council. The report will include a description in detail of the investment position of the City. To include a summary of investments, and their beginning market value, additions and changes to the market value during the period, ending market value, and fully accrued interest for the reporting period. The report should include a description of each investment. The market value of the portfolio must be determined at least monthly. Market prices will be obtained from an independent source.

If the City invests in other than money market mutual funds, investment pools or bank time and demand accounts in any bank the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

## **VII. INVESTMENT PORTFOLIO**

### **A. Active Portfolio Management**

The City shall pursue a conservative pro-active versus passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly. The City is not required to liquidate investments that were authorized investments at the time of the purchase.

### **B. Authorized Investments**

Assets of the City of Bastrop may be invested only in the following instruments; as further defined in the Act. At least 3 competitive offers or bids must be obtained for all individual security purchases and sales. (Transactions with money market mutual funds, local government investment pools and when-issued securities shall also be evaluated with comparable investments.

#### **1. Authorized**

- a. Obligations of the United States of America, its agencies and instrumentalities.

- b. Direct obligations of the State of Texas and agencies thereof.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies or insured by, or backed by the full faith and credit with a maximum maturity of three years.
- d. Obligations of any US states or agencies and subdivisions thereof, having been rated as A or better by a national credit rating agency with a maximum maturity of three years.
- e. FDIC insured or collateralized depository certificates of deposit from banks collateralized in accordance with this policy and with a maximum maturity of one year.
- f. FDIC insured brokered certificate of deposit securities issued by any US state delivered versus payment to the City's safekeeping agent not to exceed one year to maturity. Before purchase, the investment officer must verify the FDIC status of the bank on [www.fdic.gov](http://www.fdic.gov) to assure the bank is FDIC insured.
- g. Fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies collateralized as defined by this policy and executed under the Bond Market Association Master Agreement. Securities purchased by the City shall be held by an independent custodian approved by the City. Repurchase agreements transacted with a primary government securities dealer, as defined by the Federal Reserve.
- h. Constant-dollar local government investment in Texas which invest in instruments and follow practices allowed by the Act.
- i. Commercial paper, rated A1P1 or equivalent by two rating agencies with a maximum maturity of ninety days.
- j. Interest bearing accounts in any bank in Texas.
- k. AAA-rated money market funds striving to maintain a \$1 NAV.

## 2. Not Authorized

The City's authorized investments options are more restrictive than those allowed by state law. State law specifically prohibits investment in the following investment securities:

- a. An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

- c. Collateralized mortgage obligations that have a state final maturity date of greater than 10 years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

#### C. Maximum Maturity and Weighted Average Maturity

The City of Bastrop intends to match the maturities with liability and liquidity needs of the City. In no case will the average dollar-weighted maturity of investments of the City's operating funds exceed two years. The maximum final stated maturity of any investment shall not exceed three years.

#### D. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

Risk of issuer default is controlled by limiting investments to those high credit quality instruments allowed by the Act, further restricted by policy.

Market risk can be limited by avoiding over-concentration assets in a specific maturity sector and limitation of average maturity of operating funds investment to two years.

### VIII. SELECTION OF BANKS AND DEALERS

#### 1. Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the services, costs, earning potential and credit worthiness of institutions shall be considered. The Chief Financial Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

#### 2. Securities Broker/Dealers

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of Texas registration
- completed City broker/dealer questionnaire
- policy certification of review of the City's investment policy signed by an authorized representative of the organization to include acknowledgment that the firm has implemented reasonable procedures and controls in an effort not to sell investments to the City unauthorized by policy.

### 3. List of Qualified Brokers

The City Council will annually adopt, by resolution a list of authorized brokers to engage in investment transactions with the City. Each broker/dealer will provide the required policy certification before any transaction can be executed.

## **IX. COLLATERAL, SAFEKEEPING AND CUSTODY**

### A. Time and Demand Deposit Pledged Collateral

All bank time and demand deposits shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits less an amount insured by the FDIC. Evidence of the pledged collateral shall be provided by the Custodian. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Monthly reports of collateral shall be provided directly from the custodian on a monthly basis.

Collateral pledged to secure deposits of the City shall be held by an independent financial institution outside the holding company of the depository in accordance with a written safekeeping agreement under the terms of FIRREA. The safekeeping agreement shall clearly define the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

### B. Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third party safekeeping agent approved by the City under an executed Bond Market Association Master Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

### C. Authorized Collateral Defined

The City of Bastrop shall accept only the following securities as collateral:

1. FDIC insurance coverage.
2. Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMO which pass the bank test.

3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
4. Securities from any US state and its subdivisions rated as A or better by national recognized rating agencies.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditors.

**X. INTERNAL CONTROLS**

A. Delivery vs. Payment Security Settlement

All securities shall be settled into City safekeeping using the delivery vs. payment method. That is, payments shall not be made until the correct security was received by the safekeeping agent. The security shall be held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City by the safekeeping agent.

B. Loss of Credit Rating

The investment officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio requiring ratings based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

C. Monitoring FDIC Coverage

The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

**XI. INVESTMENT POLICY ADOPTION**

The City of Bastrop investment policy shall be reviewed and adopted by resolution of the City Council on at least an annual basis. Any changes made to the policy shall be reflected in the adopting resolution.

*Adopted: 8/9/16*

## **XII. GLOSSARY OF TREASURY TERMS**

**Agencies:** Federal agency securities.

**Asked:** The price at which securities are offered to be sold to the City.

**Bid:** The price at which the City would sell its securities.

**Broker:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position.

**Certificate of Deposit (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**Collateral:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies and used to define the securities bought and sold under a repurchase agreement signifying ownership by the City.

**Comprehensive Annual Financial Report (CAFR):** The official annual report for the City of Bastrop. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and detailed statistical section.

**Coupon:** (a) The annual rate interest that a bonds' issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to bond evidencing interest due on a payment date.

**Dealer:** A dealer, as opposed to a broker, carries an inventory of securities and may act as a principal in all transactions, buying and selling for his own account.

**Debenture:** A bond secured only by the general credit of the issuer.

**Delivery versus Payment (DVP):** Delivery versus payment means delivery of securities with a simultaneous exchange of money for the securities. It guarantees that the City always has control of its security or its fund.

**Discount:** The difference between the cost price of security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**Discount Securities:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, for example: U.S. Treasury bills.

**Diversification:** Dividing investment funds among a variety of securities offering independent returns.

**Federal Credit Agencies:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, for example: S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**Federal Deposit Insurance Corporation (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per depositor.

**Federal Funds Rate (the "Fed Rate"):** The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**Federal Home Loan Banks (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks in relation to member commercial banks.

**Federal National Mortgage Association (FNMA or Fannie Mae):** FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and secondary loans in addition to fixed-rate mortgages. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Federal Open Market Committee (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open-market as a means of influencing the volume of bank credit and money.

**Federal Reserve System:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve (12) regional banks, and about 5,700 commercial banks that are members of the system.

**Liquidity:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

**Local Government Investment Pool (LGIP):** A local cooperative of a political subdivisions allowing for joint investment and reinvestment of assets.

**Market Value:** The price at which a security is trading and could presumably be purchased or sold.

**Master Repurchase Agreement:** A simultaneous buy-sell transaction used primarily for short term investing performed only under a Bond Market Association Master Repurchase Agreement. The master



agreement defines the transaction, identifies the relationship between the parties, establishes practices regarding ownership and custody of the securities during the term of the investment, provides remedies in the case of default, and clarifies ownership.

**Maturity:** The date on which the principal or stated value of an investment becomes due and payable.

**Money Market:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**Open Market Operations:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**Portfolio:** Collection of securities held by an investor.

**Primary Dealer:** A primary dealer is designated by the NY Fed with strong restrictions which submits daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and is subject to its formal oversight. The list of current primaries is found on the [www.nyfed.gov](http://www.nyfed.gov).

**Prudent Person Rule:** An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**Rate of Return:** The rate obtainable on a portfolio or security based on its purchase price or its current market price. A rate of return portfolio is based on and traded to parallel an index and indicates active trading of the portfolio.

**Repurchase Agreement (RP or REPO):** A buy-sell transaction in which a holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money increasing bank reserves.

**Safekeeping:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SEC Rule 15C3-1:** See uniform net capital rule.

**Secondary Market:** A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills (T Bills): A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: The longest U.S. Treasury securities being auctioned at the time – usually 30-year maturity.

Treasury Notes: Intermediate-term, coupon-bearing U.S. Treasury securities having initial maturities from two to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income returns on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: AUG. 2, 2016

MEETING DATE: AUG. 9, 2016

1. Agenda Item: **Consideration, discussion and possible action on acceptance of the Revised Utility Policy.**

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

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

Provide City Council Quarterly investment information for all investments the city holds.

4. Policy Implication: The Policy has been revised to unify the Policy to the language in the Code of Ordinances, change effective dates due to AMI change out and add the Average Monthly Payment Plan option.

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: **Acceptance of Revised Utility Policy**

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: Motion to Approve the Utility Policy as presented

\_\_\_\_\_

# **CITY OF BASTROP**

## **UTILITY POLICY**

**Council Approved**  
**~~12/08/2009~~ Draft for approval**  
**08/09/2016**

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## **101. DESCRIPTION OF OPERATIONS**

The City of Bastrop, Texas ("City") owns and operates electric, water and wastewater systems, which provide electric, water and wastewater utility services to existing Customers and Applicants requesting service within the City's service areas under the Rules and Regulations provided herein and as approved or modified from time to time by the City Council of the City of Bastrop.

Fees that are included in customers' utility statements include, water, electric, wastewater (sewer), night light fees, and solid waste (garbage) for contractual services for waste collection within the City limits. Other fees may be included in utility statements, as approved by City Council in the future.

Under no circumstances will the cCustomer be allowed to have only partial services with the City of Bastrop. Depending on the services available at each location, the electric, water, wastewater, and solid waste will be treated as active and billed accordingly.

From time to time, the City identifies the need to implement conservation plans related to utility service and use. On such occasions, this information, including instructions for compliance with the proposed conservation plan, is provided to all utility customers of the City. Compliance with any City conservation plan is required to insure continued utility service.

## **102. AREAS OF SERVICE**

### **102.1 Electric Service Area**

In accordance with State law, the City currently provides electrical service to customers within its own permitted service area and, thus, is currently exempt from electric deregulation.

The City provides electric service in an area, which is singly certified by the Public Utility Commission of Texas. Most of the City's service area is within the corporate limits of the City and the City will extend service to any Applicant applying for such service under rates, rules and regulations approved by the City Council.

Electric service will be offered and extended only to Applicants whose consuming facilities are located within the City's certificated electric service area.

## **102.2 Water and Wastewater Service Areas**

The City's water service area is certificated under Texas Commission Environmental Quality 11198. This service is generally limited to the incorporated areas of the City.

The City's wastewater service area is certified under Texas Commission Environmental Quality 20466. This service area is also generally limited to the incorporated areas of the City.

Water and wastewater service will be offered and extended only to Applicants whose facilities are located within the City's certificated water and wastewater service areas, except that the City may, upon request by Applicants outside the existing service areas, extend water and/or wastewater service to areas outside the existing service areas only if the extension of the requested service is deemed beneficial to the City. The provision of service outside the City's existing service areas will be performed only upon City Council approval authorizing the requested extension of service. In addition, Applicants may be required to provide funding, comply with specific conditions, and/or provide other services as a precondition to receiving service. Service to Applicants outside the existing service area may also be dependent upon the written receipt of concurrence from the utility provider certificated to serve the area, if applicable.

### **103. ADMINISTRATION OF RULES AND REGULATIONS**

The City Manager, ~~Finance Director~~Chief Financial Officer, ~~Assistant Assistant Finance Director~~ and Customer Service Supervisor, shall be responsible for the reasonable, equitable and nondiscriminatory enforcement of these Rules and Regulations. In instances where the strict enforcement of these Rules and Regulations would create an undue burden on an Applicant or Customer, the City Manager, or a City employee designated by the City Manager, may waive all or a portion of any rule or regulation if, in the City Manager's judgment, the waiver of the applicable rule or regulation does not adversely affect the City or other Applicants or Customers.

If circumstances arise which are not contemplated by these Rules and Regulations, the City Manager, or the employee authorized by the City Manager, may impose additional requirements or obligations on Applicants or Customers, or may waive all or any portion of a rule or regulation so long as the application and enforcement of these Rules and Regulations, in the City's sole judgment, is reasonable, equitable and nondiscriminatory.

The City reserves the right to make such other rules and regulations, policies, and provisions as may be necessary for the preservation, protection and economical administration of the utility systems owned by the City.

In the event a Customer or Applicant has a complaint about service, the Complaining party shall make the complaint to the Department Director, with all details necessary for an investigation and determination by the Director. The Director will respond to the Complaining Party's complaint after a review and determination. If the Customer or Applicant is dissatisfied with the action taken by the Department Director to resolve the dispute, the Complaining Party may appeal the decision of the Director to the City Manager. The appeal should be in writing, and addressed to the City Manager.

The City Manager will respond to the Complaining Party, in writing, as to the results of his/her review of the Director's decision concerning the complaint. The Complaining Party may appeal the decision of the City Manager to the City Council by requesting a review, in writing, of the City Manager's determination, addressed to the City Manager. The Complaining Party will be notified of the date and time during which the City Council will hear the appeal in a regularly scheduled public City Council meeting.

In the event a Customer or Applicant has a complaint about utility fees or billing, the Complaining Party shall make the complaint to the Customer Service Supervisor, with all details necessary for an investigation and determination by the Supervisor. The Customer Service Supervisor will respond to the Complaining Party's complaint after a review and determination. If the Customer or Applicant is dissatisfied with the action taken by the Customer Service Supervisor to resolve the dispute, the Complaining Party may appeal the decision of the Customer Service Supervisor to the ~~Finance Director~~Chief Financial Officer. The appeal should be in writing, and addressed to the ~~Finance Director~~Chief Financial Officer.

## **201. APPLICATION OF RATES**

The City's published rate schedules state the conditions under which each schedule is available for utility service.

Rate classification and assignment shall be made by the City in accordance with the availability and type of service provisions in the City's rate schedules. Rate schedules have been developed for the standard types of service provided by the City. If an Applicant's or Customer's request for utility service involves unusual circumstances, usage, or load characteristics not regularly encountered by the City, or if the Applicant or Customer qualifies for service under more than one of the City's available rate schedules, the City shall assign a rate schedule determined by the City, in its sole judgment, to be the most applicable in consideration of the Applicant or Customer's various service requirements, potential impact on the City's facilities, the potential relative costs of serving the Customer or the Applicant and other available pertinent information. Also, as an alternative, the City may enter into a special contract with the Applicant or Customer subject to the approval of the City Council.

If a Customer receiving service from the City changes the nature or character of the Customer's service requirements, the City may, upon review of the information available pertaining to the revised service requirement, reassign the Customer to the appropriate rate schedule.

Rates are normally established at the beginning of each fiscal year and may be amended or modified, at any time during the fiscal year, according to altered, contractual obligation. A Customer's rate may be changed if there is a substantial change in the character or condition of Customer's service, or as otherwise mandated by the City Council.

Water, wastewater, solid waste, and night light fees are based on rates set by City Ordinance. Electric rates are compiled from a Monthly Customer Charge, Wires Charge, and Generation Charge. The Monthly Customer and Wires charges are based on rates set by City Ordinance. The Generation charge will vary from month to month and is set by the City's wholesale power provider, and is passed directly through to the customer.

The City may, at the City's sole discretion, pro rate the Customer charge and/or capacity charge if the utility service is not required for a full month. This time period is for a month to month charge and pro-rated accordingly, unlike the metered service dates.

### **301. CONDITIONS FOR NEW SERVICE**

**FAILURE TO COMPLETE AN APPLICATION SHALL RESULT IN DENIAL OF SERVICE. PROVIDING FRAUDULENT INFORMATION RESULTS IN DENIAL OF SERVICE AND IS A PUNISHABLE CRIME.**

It shall be the policy of the City of Bastrop to supply electric, water and/or wastewater service under the City's rate schedule applicable to the class of service supplied and to provide service to all Applicants who require utility service at locations within the City's service areas so long as existing infrastructure is available for service at the time of application, and provided the following conditions are met:

#### **301.1 Written Application Requirements**

The Applicant must complete a written application for the required utility service on the City's prescribed form. The application for utility service must be in the legal name of the person requesting utility service. Applications for residential service may be made in the name of either or both spouses.

The City requires suitable current, valid and verifiable identification, such as a current driver's license or other means of identification acceptable to the City, as a precondition to the extension of utility service.

The City requires documentation showing that the Applicant possesses the right to request utility services at a certain address. An example of acceptable documentation is the settlement statement, deed, or a legal lease listing the name of Applicant and address of

requested utility services. A legal lease must identify all tenants over the age of eighteen (18).

The City reserves the right to perform background checks, investigate employment information, and/or perform credit checks on all [a](#)Applicants prior to providing service.

**301.2 Applicant Pays City Fees, Deposits, etc.**

The Applicant shall pay to the City all fees, deposits, connection costs, line extension costs, tap fees, impact fees, connection fees and any other costs or fees required by the rules, regulations or ordinances of the City.

**301.3 Applicant Credit History**

The Applicant's credit history must be acceptable to the City, in its sole judgment, which will be reviewed and established according to the provisions of Section 305 of these rules. If an Applicant's credit history report is unacceptable, the City may, at its sole option, (1) refuse service, or (2) increase the amount of the required security deposit.

**301.4 Active Account Status With the City**

To be considered for an active account with the City the following provisions apply:

- 1) The Applicant does not owe the City outstanding funds in connection with a prior service account.
- 2) The Applicant is not delinquent in payment for service on any existing accounts.
- 3) The Applicant has paid in full all amounts owed on any account from which services are being transferred, regardless of the due date on that account.

Deposit requirements are listed in Section 306.

**301.5 Applicant Executes all Contracts**

The Applicant shall execute all contracts which, under the City's rules and regulations and/or rate schedules, are required in connection with furnishing the type of service for which the application is being made.

**301.6 Public Utility Easement Rights**

Public Utility Easements Rights shall be determined as per Bastrop Power & Light Service Standards Manual or other departmental requirements which are located at the City Secretary's office.

**301.7 City Access to Property for Service of Utilities**

Upon notification by the City, the Applicant shall allow City personnel or its designees to have access, at no cost to the City, to the Applicant's premises at all reasonable hours to read meters, provide notices, collect bills for utility services, trim trees according to City's established tree trimming policy, or to inspect, repair, replace, maintain, operate, modify or remove any of the City's plant, property or system equipment. The established tree trimming policy is located in the Bastrop Power & Light Service Standards Manual. Failure or refusal to provide access shall result in disconnection of service and incurrence of additional fees. Emergency conditions may require action at any time.

**301.8 Required Utility Service by Applicant**

The utility service required by an Applicant may be supplied from existing facilities of the City or the Applicant may contract with the City, in accordance with the City's policies, ordinances and contract rules, to have utility service supplied from a facility which must be constructed for the City to provide the Applicant with the required utility service. The Applicant is responsible for the payment of all costs and fees associated with such service, whether the service is provided from an existing or contemplated facility.

**301.9 City Code Compliance Required**

The City shall not connect or reconnect any type of utility service unless the Applicant's or Customer's facilities and equipment meet or exceed all current codes, ordinances or Standards adopted by the City. For the purposes of receiving utility service, Applicants or Customers outside the incorporated area of the City of Bastrop shall comply with all applicable rules and regulations set forth, in the

City's Code of Ordinances, including but not limited to utility service, electrical and plumbing service, building ordinances or codes, inspection ordinances, and any other ordinances pertaining to public health and safety.

The City, in accordance with the Bastrop Code of Ordinances and all other applicable rules and regulations, shall inspect all new facilities and premises to confirm that they are in compliance with City standards. Utility service shall not be connected until all necessary inspections have been performed and the Applicant or Customer is determined to be in compliance.

Any inspections or other acts performed by the City for the purpose of ensuring compliance with this provision are for the sole benefit of the City and the operation of the City's utilities. By performing such inspection, checks, examinations, or other assessments, the City shall not be deemed to have assumed any responsibility or obligation to any other party or parties, including any Applicant or Customer. Compliance with all codes, standards, and regulations shall be the sole responsibility of the Applicant or Customer.

**301.10 Presence of Responsible Person for Connection**

The City requires that a Responsible Person, either the Applicant or the Applicant's designee, be present at the premises to be connected or reconnected with utility services to verify the proper connection, operation, status and setting of all appliances and equipment. If the Applicant's designee is to be present at the premises, rather than the Applicant, the designee must be over the age of eighteen (18) and the City must be provided, in writing, and in advance of the date the utility connection is to occur, the name of the Responsible Person. If the Applicant does not have a Responsible Person on the premises at the time of connection or reconnection of service, the City shall not connect or reconnect any utility service. The Applicant or his/her designee will be required to sign the work order verifying their presence during the connection of utilities. Failure to have a Responsible Person present will result in the application of additional charges for the City to return to the premises for connection.



**301.11 Private Connections Strictly Prohibited**

No person, company, or entity shall connect to City utility services without the consent of the City, for any reason. Any person, company or entity that does so, shall be denied future utility service by the City and shall be prosecuted to the fullest extent of the law. Connecting to City utilities without the City's consent is considered theft of service, further detailed in Section 400.10., "Tampering with City Meters."

**302. RESPONSE TO REQUEST FOR SERVICE**

The City shall serve each Applicant for service within its service area as promptly as is practical after the Applicant has fully complied with the provisions of Section 301. Conditions for New Service and the necessary infrastructure is in place.

If the requested service does not involve line extensions or installation of new facilities or equipment, the City will, if possible, connect service to an Applicant within two (2) business days following a request. It may be possible for service to be connected on the same working day if all paperwork is completed, applicable deposits and fees are paid by 12:00 noon, and City staff is available to make the connection. A service connection requested after 12:00 noon will be connected the next business day whenever possible.

Additional information regarding line extensions is located in the Bastrop Power & Light Service Standards Manual.

**303. DENIAL OF SERVICE**

The City may decline to serve an Applicant if any one of the following conditions exists:

**303.1 Failure to Fulfill Conditions for Extension of Service**

The Applicant has failed or refused, within a reasonable period of time, to fulfill the conditions precedent to service contained in Section 301. Conditions for New Service.

**303.2 Indebtedness**

The Applicant has failed or refused to pay any indebtedness to any City utility that has previously provided Applicant with service.

**303.3 Credit**

The Applicant has failed or refused to satisfactorily establish credit in accordance with the provisions of Section 305. Establishment of Credit and Section 306. Deposits.

**303.4 Hazardous Conditions**

If, in the City's sole opinion, the Applicant's installation or equipment is known or appears to be hazardous or of such character that satisfactory service can not be given, or if the extension of service could endanger the public health, safety or welfare.

**303.5 Failure to Comply with Governmental Regulations**

The Applicant fails to comply with state laws or regulations or City ordinances, rules or regulations governing the requested service.

**303.6 Change of Customer Identity to Avoid Payment**

If, in the City's sole opinion, a request for service is being made in another name, including but not limited to the name of a family member, friend or roommate, in order to avoid or evade payment of a prior bill or bills for utility service.

**303.7 Adverse Effect on Other Customers**

If, in the City's sole opinion, the extension of service to the Applicant could interfere with or adversely affect the provision of or quality of utility service to other Customers.

**303.8 Failure to Provide Access Equipment**

The Applicant has, in the past, or in the City's sole opinion, will in the future, fail or refuse to provide adequate and reasonable access to equipment located on the Applicant's premises.

**303.9 Incomplete or Inaccurate Application**

The Applicant fails to complete the Application, or provides inaccurate information on the Application.

**303.10 Failure to Comply with Prior Contract**

The Applicant has failed to fulfill his/her obligations under a prior deferred payment plan contract with the City for delinquent amounts owed to the City for utilities and/or fees.

**303.11 Rental Property**

The owner of rental property has a bad debt related to any property previously or currently owned by the owner within the City's service area; the owner's rental property will not be connected in the Renters name until the owner's bad debt is paid by owner.

**304. INSUFFICIENT CAUSE FOR DENIAL OF SERVICE**

The following are insufficient causes for denial of service to an Applicant:

**304.1 Delinquency in Payment by Previous Occupant**

Delinquency in payment for service by a previous non-owner occupant of the premises to be served;

**304.2 Failure to Pay for Non-Utility Service**

Failure to pay for merchandise or charges for non-utility service purchased from City;

**304.3 Failure to Pay by Previous Occupant**

Failure to pay the bill of another Customer at the same address, except where the change of Customer identity is,

in the City's sole opinion, made to avoid or evade payment of a prior bill or bills for utility service.

**305. ESTABLISHMENT OF CREDIT**

The City may require each and every Applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the City. The satisfactory establishment of credit shall not relieve the Applicant of its obligation to comply with the City's Rules and Regulations for prompt payment of bills. The following rules shall apply to the establishment of credit:

**305.1 Establishment of Credit for Residential Applicants**

An Applicant seeking residential service may satisfactorily establish credit, and shall not be required to pay a deposit, if it is undisputed that the Applicant has been a Customer of a utility service and has provided payments for utility service after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) month period, with all other payments being made on or before the due date and the account was not disconnected for nonpayment. This account would be considered an account in good standing.

**305.2 Re-establishment of Credit**

Every Applicant who has previously received utility service from the City and whose service has been disconnected for non-payment of bills, unauthorized usage or consumption of utility services, unauthorized connection of utility services, meter tampering, or bypassing a meter shall be required, before service is rendered, to: (1) pay all amounts due to the City; (2) pay a deposit as required under Section 306. Deposits; and (3) establish credit satisfactory to the City pursuant to Section 305.3 Credit Check.

**305.3 Credit Check**

The City may, in its sole discretion, require an Applicant to establish credit through an outside credit agency, conducted by the City. The Applicant is responsible for

payment of the administrative fee required for conducting any required outside credit check. The applicable administrative fees are reflected on Schedule I, attached to this Policy.

### **306. DEPOSITS**

The City may, in its sole discretion, require all Applicants and Customers to make deposits with the City, as provided for by this policy.

#### **306.1 Amount of Deposit for Residential Service**

The required deposit for residential service shall be based on the Applicant's utility credit history with the City or with another acceptable utility company, as provided by the Applicant, as follows:

- a. No deposit is required if payments for service were made after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, ~~and~~ the account was not disconnected for non-payment and there have been no payments returned for NSF. This is considered to be a customer or account in good standing.
- b. For a customer or account that is not in good standing, a deposit in the amount of \$200 for electric service and \$75 for water service is required.
- ~~b. An account is not in good standing if payment for service was made after the due date on the Applicant's prior utility account for more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date or the account was disconnected for non-payment.~~<sup>[TW1]</sup>
- e. c. If a customer has no deposit reflected on their account and their account is no longer in good standing per this policy, a deposit will be required by the City. The amount of the deposit will be established at the City's sole discretion based upon the credit history of the Applicant, and any other relevant factors. The deposit shall be paid in full at

the time the customer or account is no longer in good standing.

**306.2 Amount of Deposit for Commercial Service**

The required deposit for commercial service shall be based on the Applicant's utility credit history with the City or with another acceptable utility company, as provided by the Applicant, as follows:

~~a.~~ a. No deposit will be required if payments for service were made after the due date on the Applicant's prior utility account for no more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, ~~and~~ the account was not disconnected for non-payment and there have been no payments returned for NSF. This is considered to be a customer or account in good standing.

~~b.~~ b. For a customer or account that is not in good standing, a deposit for service that is equivalent to a twelve (12) month average, times two (2), plus fifteen percent (15%) will be required if payments for service were made after the due date on the Applicant's utility account for more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date and the account was not disconnected for non payment or if the applicant does not provide any prior utility account credit history.

~~e.~~ (1.) If a Customer has no deposit reflected on their account and their account is no longer in good standing per this policy, a deposit will be required by the City. The amount of the deposit will be established, in the City's sole discretion, based upon the credit history of the Applicant. The amount of the deposit will be established, in the City's sole discretion, based upon the credit history of the Applicant, and any other relevant factors (Reference 306.1a). The deposit shall be paid in full at the time the customer or account is no longer in good standing.

~~d.~~ (2) The City will review commercial deposits after a twelve (12) month history is obtained. If the

deposit does not equal the twelve (12) month average, times two (2), plus fifteen percent (15%), the deposit will increase or decrease accordingly.

The City shall not accept personal guarantees or cosigners in lieu of the deposit requirement.

**306.3 Amount of Deposit for Temporary Service**

The City reserves the right to require a deposit for temporary service or other types of nonpermanent service. This deposit is in addition to the one time non-refundable fifty dollars (\$50) temporary meter fee. This deposit shall be paid in cash, cashier's check, money order, certified check, debit or credit card, or Applicant's personal check.

**306.4 Amount of Deposit after Disconnection for Nonpayment**

If a Customer's service is disconnected for nonpayment of a utility bill, the City will apply any existing deposit toward the amounts of the unpaid bill, plus associated penalties and fees. Any remaining deposit will be either: (1) refunded to the Customer, or 2) applied to the fees required for reconnection of service. In addition, the City shall require a new deposit from the Customer, in an amount not to exceed the equivalent of the twelve (12) month average, times two (2), plus fifteen percent (15%) of the estimated annual billing of the account, as determined by the City prior to reconnection of service.

The City shall only accept cash, cashier's check, money orders, debit or credit card, or certified checks to comply with this reconnection deposit requirement. The City shall not accept letter of good standings, cosigners, personal checks, or any type of personal guarantee in lieu of this reconnection deposit requirement.

Once a Solid Waste (Garbage) only Customer's service has been discontinued a deposit of \$50.00 will be required to reinstate their services.

**306.5 Amount of Deposit after Delinquencies in Account Payment**

The City shall require a new or additional deposit from Customers who have, on more than ~~two (2)~~three (3) occasions during the proceeding twelve (12) months of service, been delinquent in making a payment for City Utility services. The amount of the new or additional deposit will be an amount not to exceed the equivalent of a twelve (12) month average, times two (2), plus fifteen percent (15%) of the estimated annual billing of the account, as determined by the City.

**A. New Deposits**

A new deposit will be required in the event the City has applied an existing deposit toward payment of delinquent amounts owed. The new deposit must be paid at the time of application for service, and prior to service connection or reconnection.

**~~B. Additional Deposits~~**

~~A deposit, in addition to the initial and/or new deposit, may be required of a Customer after delinquencies in payment by the Customer. The additional deposit must be paid within ten (10) days of written notice to the Customer that an additional deposit is required.~~

**306.6 Refund of Deposit after Customer Requested Disconnection of Service**

After disconnection of utility service at a Customer's request, and if service is not reconnected, the City shall apply Customer's deposit to any outstanding balance owed by the Customer. If excess funds remain in the Customer's account after all outstanding balances and fees are paid, the City shall refund any excess amount to the Customer by a City check. The City will mail the refund check through the U.S. Postal Service to the last address on file. The refund check may take up to sixty (60) days from disconnection to be received by customer.

**307. DISCONTINUANCE OF SERVICE**

**307.1 Discontinuance of Service at Customer's Request**



A Customer desiring to discontinue utility service with the City shall give reasonable notice to the City, in writing, which notice identifies the Customer's name, the service location where discontinuance is requested, the date service is to be discontinued, and the Customer's forwarding address. The request for discontinuation must be made by the Customer, in writing, with the Customer's signature on the request, and shall be submitted to the City of Bastrop Utilities Customer Service Office either in person by hand delivery, fax, ~~or~~ mail or email. All requests for discontinuance of service shall be made only at or through the City of Bastrop Utilities Customer Service Office. The City may require such identification as is necessary to reasonably verify the identity of the person requesting the discontinuance of service to ensure that the request is from the Responsible Person.

Following the receipt of a Customer's request for discontinuance of service, the City shall attempt to disconnect service on the date requested by the Customer, but the City shall not be obligated to complete the disconnection earlier than the second (2<sup>nd</sup>) working day following receipt of the Customer's request. Discontinuance of service may, if there is available City staff, be disconnected on the same working day if all paperwork is completed before 12:00 noon. If possible, a disconnection request received after 12:00 noon will be disconnected the next business day.

~~Under no circumstances will the Customer be allowed to have only partial services with the City of Bastrop. Depending on the services available at each location the electric, water, wastewater, and solid waste will be treated as active and billed accordingly. (TW2)~~

If a Customer vacates a facility or premises, the Customer shall be obligated to immediately notify the City of the vacancy and shall be responsible for the payment of all utility bills for utility services provided up to the date of discontinuance of service. A Customer who vacates a facility or premises without requesting discontinuance of service from the City, in writing, shall be responsible for all utility service provided at the location until service is discontinued.

Customers may request a Letter of Good Standing demonstrating their payment history with the City of Bastrop. Upon request, a Letter of Good Standing will only be sent to the utility company where the Customer is requesting service. Letters of Good Standing will not be personally provided to a Customer.

**307.2 City Initiated Discontinuance After Proper Notice**

The City has full authority to, and may, discontinue any or all utility services to a Customer after proper notice under any of the following circumstances:

**A. Non-Payment of a Bill**

The Customer fails or refuses to pay all or any portion of a bill for utility service within ten (10) calendar days from the date payment for utility service was due, which is also the due date of the late notice, (whether or not based upon estimated billing); or

**B. Interference with Service**

1. The Customer violates any rule, regulation or ordinance pertaining to utility service by the City; or
2. The Customer utilizes service in a manner which interferes with or is likely to cause interference with utility service to other Customers; or
3. The Customer operated nonstandard equipment, provided that the City made a reasonable effort to notify the Customer that his/her equipment was nonstandard and the Customer was given a reasonable opportunity to remedy the situation; or

**C. Failure to Comply with Contract**

The Customer fails or refuses to perform any obligation contained in any contract for utility service, the City's Rules and Regulations, the rate

under which the Customer is receiving utility service, or any applicable easement; or

**D. Refusal of Access**

The Customer fails or refuses to provide the City reasonable access to City's facilities located on Customer's premises; or

**E. Deposit**

The Customer fails to comply with the City's deposit requirements; or

**F. Returned Check or Bank Draft**

The Customer pays their bill with a check or by bank draft that is returned as insufficient funds, account closed or for any other reason; or

**G. Failure to Comply with Law**

The Customer fails or refuses to comply with any applicable Federal, State, municipal or other law, ordinance, rule, or regulation applicable to the utility service or services provided by the City, or if the Customer's premises, equipment, or operations fail to comply with any code, ordinance or regulation applicable to the utility service or services provided.

**307.3 Notice of Disconnection of Service**

Notice of disconnection of service, for reasons other than those provided by Section 307.2, shall be given by separate mailing to the Customer or hand delivered to the Customer's premises.

Notices regarding disconnection of services will be given prior to the earliest date of disconnection with the words "termination notice" or similar language prominently displayed on the notice or as listed below.

1. Non-Payment of a Bill – ten (10) days notice after original due date;
2. Interference with Service – two (2) days notice;
3. Failure to Comply with Contract – one (1) day notice;
4. Refusal of Access – five (5) days notice;
5. Back Billing – one (1) day;
6. Deposit – one (1) day;
7. Returned Check or Bank Draft – two (2) days notice;
8. Failure to Comply with Law – five (5) days notice, unless before mentioned in A through D.

#### **307.4 City Initiated Discontinuance Without Notice**

The City has full authority to, and may, disconnect any or all utility services immediately and without notice under the following circumstances:

##### **A. Hazardous Condition**

When, in the City's sole opinion, a hazardous, public health or public safety condition exists in, on, or with the Customer's premises, installation or equipment; or

##### **B. Service is Connected or Reconnected Without Authority**

Where service is connected without City authority, ~~by a person who has not made an Application for service,~~ or where service has been reconnected without City authority, ~~following termination of service;~~ or

##### **C. Meter Tampering and Unauthorized Use of Service**

City meter or service facilities which serve the Customer have been bypassed or tampered with in any way, or the Customer uses the utility service in a manner not authorized under the City's Rules and Regulations, the rate schedule under which the Customer receives service has been altered without authorization, or there has been a theft of service; violators of this section will be prosecuted to the fullest extent; or

**D. Failure to Make Application for Service**

The Customer fails or refuses to make an Application for service in accordance with the City's Rules and Regulations.

**307.5 Prohibited Disconnection of Service**

The City shall not discontinue service to a Customer for any of the following reasons:

- A. Delinquency in payment for utility service by a previous occupant of the premises who no longer resides at the address at any time during the billing cycle; or
- B. Failure to pay for merchandise or charges for non-utility service provided by the City.

**307.6 Postponement of Service Disconnection for Medical Reasons**

The City will postpone discontinuance of utility services to a delinquent permanent residential Customer residing in an individually metered residential dwelling when that Customer establishes that discontinuance of utility service will result in a person residing at that residence becoming seriously ill or more seriously ill.

Each time a Customer seeks to avoid termination of service under this provision, the Customer must complete all of the following;

- A. Contact the City's Utility Customer Service Office three (3) days prior to the scheduled disconnection date and request a postponement of service disconnection for medical reasons;
- B. Provide a sworn, written, signed statement, which must be updated annually or as conditions change (within three (3) to five (5) days), from a physician, on the City's medical waiver form which states:

- 1) the Customer's name and address;

- 2) the physician's name and address;
  - 3) the name of the individual in residence requiring utility service due to a medical emergency;
  - 4) a description of the nature of the medical emergency; and
  - 5) the approximate or estimated duration of the emergency;
- C. Enter into a Deferred Payment Plan as described under Section 309, Deferred Payment Plan; or
- D. Request an extension of the payment due date as described under Section 310.2, Payment Due Date.

At the sole discretion of City, an Extension of the due date may be granted for the postponement of discontinuance of utility service. An extension shall not last for more than ten (10) days from the due date of the late notice. A Customer's account must be in good standing. One (1) extension may be granted annually.

**307.7 Effect of Discontinuance of Service**

**A. Customer's Obligation**

Discontinuance of service shall not relieve, lessen, or change any obligation of the Customer to the City in any manner.

The Customer shall be responsible for paying all reasonable costs, including but not limited to attorney's fees, collection agency fees and charges, court costs, notification and mailing costs, and any other costs, fees, or charges associated with the collection by the City of any and all unpaid utility bills. Acceptable forms of payments to the City are referenced in Section 310.5.

**B. City's Rights**

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy

accruing to the City on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy.

The City shall have the right to provide information to any commercial credit agency or organization with respect to any Customer's disconnection of service for failure to pay any portion or Customer's bill or bills.

Failure of the City to discontinue utility service at any time after default or breach of the City's rates, Rules and Regulations, or to resort to any legal remedy or its exercise of any one or more of such remedies shall not affect the City's right to resort, thereafter, to any one or more of such remedies, including discontinuance of service.

**C. Dismantling of City Facilities**

The City may, upon discontinuance of utility service to a Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which the City may have installed to provide utility service to a Customer. In addition, the City may abandon, in part or in its entirety, its underground lines and equipment in lieu of removing such facilities.

**D. Liability for Discontinuance of Service**

The City shall not be liable for any damages of any kind or character, whether to person or property, resulting from discontinuance or disconnection of utility service made pursuant to these Rules and Regulations.

**E. Reports to Credit Bureau**

The City shall have the right to provide credit information to credit bureaus, credit reporting services, and other utilities. The credit information may include, but shall not be limited to a

Customer's payment history and status of unpaid bills for City utility service.

### **308. TRANSFER OF UTILITY SERVICES**

#### **308.1 Availability**

Utility services may be transferred from one person to another without interruption of service if:

- A. The requested transfer is a direct result of a divorce, legal separation, or abandonment and the requested service transfer is from the name of the spouse vacating the premises to the spouse who will remain at the premises, if divorce, legal separation or abandonment is properly documented in writing, (e.g. death certificate, divorce decree, et al). The requesting party must be in good standing with their credit history or the appropriate deposits will be required; or
- B. The requested transfer is the direct result of the death or disability of the person in whose name service is currently rendered to the executor of the estate (in the event of death) or guardian (in the event of disability). The requesting party must meet the deposit requirements as defined in Section 306.1; or
- C. The transfer is from the owner of a residential/commercial dwelling to the new tenant, if the tenant has properly fulfilled all requirements for service; or
- D. The transfer is from a tenant to the owner of a residential/commercial dwelling if the tenant has properly requested discontinuance of service, and only if the owner has requested, in writing, such transfer and has complied with the City's requirements for such transfer. Owners may have minimal deposit requirements for service not to exceed thirty (30) days while in the owner's name; or



- E. The transfer is from a tenant to the subsequent tenant of a residential/commercial dwelling if the prior tenant has properly requested discontinuance of service, and only if the new tenant has requested, in writing, such transfer and has complied with the City's requirements for such transfer.

The City reserves right to inspect and/or conduct an appropriate investigation as is deemed necessary to verify the validity of any transfer request.

**308.2      Procedures for Transfer of Service**

The City will transfer services after the person(s) to whom service is to be transferred has completed an Application for service and has complied with the provisions of Section 301 Conditions for New Service.

**309. DEFERRED PAYMENT PLAN**

**309.1      Availability of Deferred Payment Plan**

The City may, in its sole discretion, provide a Deferred Payment Plan to any Customer if the following conditions are satisfied:

- A. The Customer requests the Deferred Payment Plan and provides an explanation for the need for deferred payments.
- B. The Customer signs a written Deferred Payment Plan specifying the amount and payment schedule for the deferred payments.
- C. Only one Deferred Payment Plan is allowed for a Customer per twelve (12) month period from the date a prior Deferred Payment Plan was paid in full.
- D. There are no amendments to the Deferred Payment Plan.
- E. The Customer remains current on all subsequent utility bills.

F. Upon approval by the City of the Deferred Payment Plan, the Customer pays up to fifty percent (50%) of the amount of the currently due and outstanding utility bill.

G. The Customer pays the balance of the utility bills subject to the Deferred Payment Plan prior to the first utility bill due date after approval of the Deferred Payment Plan by the City, except that the City may, upon request from the Customer and under unusual or special circumstances only, extend the final Deferred Payment Plan payment date for a period not to exceed three (3) months.

~~H. The Customer has paid, in full, any prior Deferred Payment Plans and it has been at least twelve (12) months since the last payment on any prior Deferred Payment Plans.~~<sup>[TW3]</sup>

~~H.~~ The City shall apply a contract administration fee of \$25.00 to each Deferred Payment Plan implemented. These fees must be paid in cash at the time of the Deferred Payment Plan request.

~~J.~~ Failure to comply with a Deferred Payment Plan contract will result in the immediate disconnection of all utility services and the incurrence of applicable charges.

### **309.2      Restrictions**

A Deferred Payment Plan shall not be available to any Customer if any one of the following conditions exists:

- A. The Customer has participated in a Deferred Payment Plan with the City within the past twelve (12) months. (The calculation of the twelve (12) months begin on the date any prior Deferred Payment Plan was paid in full); or
- B. The utility bills for which the Customer has requested the Deferred Payment Plan are a result of meter tampering, theft or diversion of services, or willful damage to City property; or

- C. The Customer's utility service was disconnected for non-payment, the Customer paid with a non-sufficient check or a check was returned to the City as a result of a closed account, or the Customer had more than two (2) late payments; or
- D. The Customer fails to sign the Deferred Payment Plan contract; or
- E. The Customer fails to pay the required administration fee of \$25.00 prior to implementation of the contract; or
- F. The ~~Finance Director~~Chief Financial Officer has the discretion to waive any of these restrictions on a case by case basis if waiver is determined to be in the best interest to the City; or

**309.3 Disconnection**

The City may immediately disconnect service to any Customer who fails to comply with the terms and conditions of a Deferred Payment Plan.

**310. BILLING AND TERMS OF PAYMENT**

**310.1 Bills for Utility Service**

Bills for utility service shall be rendered monthly unless service is rendered for a period less than a month. The terms "month" or "monthly" for billing purposes shall mean the period between any two consecutive meter readings or for unmetered utility services, a period of time equal to approximately thirty (30) days. Meter readings shall be taken often as is practical approximately every thirty (30) days, but not necessarily at the beginning or ending of a calendar month. The City reserves the right in the future to transition to two (2) billing cycles per month.

**310.2 Payment Due Date**

Each bill for utility service, regardless of the nature of the service, is due on or before the 15<sup>th</sup> day of each month~~ten~~

~~(10) days after issuance~~ unless such day falls on a holiday or weekend, in which case payment is due on the following workday. If payment in full is not received at the City's offices or through the various payment options the City utilizes (i.e. Online, bank draft, and Checkfree) at an authorized collection bank or agency of the City on or before the ~~twentieth~~twenty fifth (20<sup>th</sup>) day of each month such bill is due, the Customer's account will be considered delinquent and subject to disconnection in accordance with the City's Rules and Regulations. Payments must be received by our office by the due date to be credited as on time. If the City transitions to two (2) billing cycles, payment due dates will be adjusted accordingly.

### **310.3 Late Payment Penalty**

The City's rates for utility service are net. After the initial due date all delinquent bills incur a 10% penalty that is added to the bill.

Late fees shall be paid in full before the ~~twentieth~~twenty fifth (20<sup>th</sup>) of each month to avoid disconnection for non-payment. ~~If payment is received by the 20<sup>th</sup>, late fees will not be added to the following month's bill.~~

At the City sole discretion, the City reserves the right to waive a Customer's late fee one time based on the Customer's credit history. The following individuals have the right to grant a waiver of the late fee: Customer Service Supervisor, ~~Finance Director~~Chief Financial Officer, Assistant ~~Finance Director~~Chief Finance Officer~~Director~~, or City Manager.

### **310.4 Extension of Due Date**

At the sole discretion of City, an Extension of the due date may be granted for the postponement of discontinuance of utility service. An extension shall not last for more than ten (10) days from the due date of the late notice. A Customer's account must be in good standing. One (1) extension may be granted annually.

### **310.5 Failure to Receive Bill**

Failure to receive a bill for utility services shall not exempt a Customer from timely payment for utility services. All customers have the option to access their bill the day it is processed through our City website or by requesting their bill be emailed to them.

### **310.6 Types of Payments**

The City shall accept cash, cashier's checks, money orders, certified checks, debit or credit card, and personal checks or bank draft as payment for utility services subject to the following conditions:

- A. All cashier's checks, money orders, certified checks and personal checks shall show the City of Bastrop as the Payee. The City shall not accept any cashier's check, money order, certified check or personal check, which is made out to any party other than the City of Bastrop.
- B. Debit/Credit Card payments ~~should~~ can be processed on-line, in person or over the phone.
- C. Allow ten (10) business days when making payments by On-Line Bill Pay. The financial institution must physically process a check for these payments.
- D. The City does not accept postdated checks or two-party checks.
- E. The City shall not accept personal checks or bank drafts from a Customer for payment of utility service if that Customer has, during the last twelve (12) consecutive month period, had more than ~~two-one-two~~ (212) checkss returned to the City for insufficient funds, or dishonored for any other reason. The City will accept only cash, money orders, cashier's checks, debit or credit card, or certified check from a Customer when personal checks are no longer acceptable.
- F. The City recommends that all cash payments be made during normal working hours at the City of Bastrop Utilities Customer Service Office. While the City provides an "after hours" drop box for the convenience

of its customers, the City shall not be responsible for the loss of cash payments made at any drop box. Cash payments should not be dropped in the "after hours" drop box. Payments that are dropped into the "after hours" drop box after 6:45 a.m. on the ~~sixteenth~~~~eleventh~~ (16<sup>1</sup><sup>th</sup>) day of the month will be considered a late payment and accessed a penalty.

G. Payments made on utility accounts after the ~~twentieth~~ ~~fifth~~ (20<sup>5</sup><sup>th</sup>) of each month for delinquent bills must be by cash, money orders, cashier's checks, debit or credit card, or certified check. Personal checks will not be accepted.

H. The City shall not accept personal checks for payment of Bad Debts. Bad Debt bills must be paid by cash, money orders, cashier's checks, debit or credit card, or certified check.

### **310.7 Limited Sales and Use Tax**

Limited Sales and Use Tax shall be added to the total amount of all bills for utility service unless the Customer has filed an "Exemption Certificate" with the City.

### **310.8 Average Monthly Payment Plan**

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

B. Eligibility requirements.

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service,

such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12 month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

#### C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a

running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.



- D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.
- E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.
- F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C(2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.
- G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

### **311. DISPUTED BILLS**

In the event of a dispute between a Customer and the City regarding a utility bill, the Customer shall contact the City of Bastrop Utilities Customer Service Office immediately upon receipt of the disputed bill, but no later than the ~~tenth-fifteenth~~ (15<sup>th</sup>) day of the applicable month and shall notify the City, in writing, of the portion of the bill which is disputed and the basis for such dispute. Upon notification of the dispute and Customer's basis thereof, the City will make an appropriate investigation and report the results thereof to the Customer. If a Customer disagrees with the results of the investigation then the Customer can consult with the ~~Finance Director~~ Chief Financial Officer.

The Customer shall pay, by the due date, the entire utility bill including disputed amounts. Should the disputed amount deem to be the City's error, a credit will be applied to the Customer's account.

If a bill is not paid before the due date, a penalty will accrue on the disputed amounts. If it is determined that the Customer was billed in error the penalty will be credited back to the Customer's account.

### **312. CUSTOMER COMPLAINTS CONCERNING SERVICE**

Upon complaint to the City by a Customer either at the City's office, in writing, or by telephone, the complaint will be routed to the appropriate City department by work order. The director of that department or his designee will promptly make a suitable investigation and advise the complainant of the results thereof.

### **313. PROCEDURES WHEN OVERBILLING OR UNDERBILLING OCCURS**

If amounts billed for utility services are found to differ from the City's approved rates, or if the City fails to bill the Customer for service, a billing adjustment shall be calculated by the City.

#### **313.1 Over billing**

If the Customer is due a refund, an adjustment will be made for the entire period of the over billings up to six (6) months preceding the discovery or notification by Customer of a billing error. Adjustments will be credited to the Customer's account.

#### **313.2 Under billing**

If the Customer was under billed, the City may back bill the Customer for the amount under billed. The back billing shall not exceed a period of six (6) months preceding the discovery of the under billing unless such under billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

### **314. OFFICE HOURS**

The City of Bastrop Utility Service office will normally be open for the transaction of business from 7:00 A.M. to 4:30 P.M., Monday through Friday, excluding Holidays. The lobby will stay open until 5:00pm on the days the payments are due. [TW4] The office hours may be modified from time to time by the City Manager and/or City Council.

#### **400. SERVICE FEES**

All service fees are established and modified by ordinances approved by the City Council of the City of Bastrop. The fees and charges specified in the City's fee schedule are intended to comply with the fees established by ordinance, and are included in the City's Code of Ordinances as a convenience to the Applicant or Customer.

##### **400.1 New Applications for Service**

The City may charge a fee of \$50.00 for the establishment of an Applicant's or Customer's account for utility service from the City.

This \$50 fee may be charged each time an Applicant applies for and receives any utility service, each time an existing Customer applies for an additional utility service which the Customer was not receiving at the time of the initial application, and each time a Customer requests reestablishment of a utility service which the Customer had been receiving but requested discontinuance of service under Section 307.1 Discontinuance of Service at Customer's Request.

This fee will be billed to the Customer on their first regular bill.

##### **400.2 City Initiated Cut-Off for Non-Pay Disconnection & Reconnection Fees for Disconnect and Reconnect Fees for delinquent accounts**

A disconnect fee or a reconnect fee may be due on each account for which a service call is made for disconnection/reconnection purposes, with regard to delinquent accounts. When the utility office initiates the work order for disconnect, the disconnect fee is assessed. When the city technician arrives to disconnect service for nonpayment of a utility bill, and the customer is present and requests the service not be disconnected, the customer will be allowed fifteen (15) minutes for the purpose of paying the delinquent account, including all fees and charges, and payment shall be made at the customer service office. For accounts for which disconnection of service is made, a reconnect fee will be

~~assessed on the account and will be due before the account is reconnected. The City will charge a fee of \$50.00 for Cut-off for Non-Pay both disconnection and the reconnection of utility service as compensation for service reconnection~~ The disconnect fee and reconnect fee will be charged to a Customer when the service disconnection was initiated by the City under Section 307.2 City Initiated Discontinuance After Proper Notice or Section 307.3 City Initiated Discontinuance Without Notice.

If the reconnection is requested by the Customer and completed by the City after 4:00 p.m., the City will charge a fee of **\$75.00 per trip to** Customer's address. Reconnection after 4:00 p.m. will be performed only upon request of the Customer.

All ~~disconnection and reconnection~~ fees must be paid at the time of the Customer's request for reconnection. Fees paid after hours may only be paid by money order or cashiers check before service is rendered.

### **400.3 Trip Fees**

Except as provided in these rules, the City may charge for each trip to a Customer's premises which is requested by the Customer or reasonably required under these rules, including but not limited to, the following types of trips:

#### **A. Investigation Fees**

If a Customer requests that the City make an investigation of any outage, failure of service or service irregularity, or if the Customer reports or causes to be reported a service outage or service irregularity, and the City determines that such service outage or service irregularity was caused by the Customer or Customer's facilities, equipment or installation, then the City may charge the Customer \$50.00 for conducting the investigation. This trip fee shall be billed on the Customer's next regular bill.

If, upon investigation, the City determines that the service outage or irregularity was caused by City

facilities, equipment or installation, then no trip fee will be charged.

**B. After hours non-emergency investigation**

If a Customer requests that the City make an after hours (after 4:00 p.m. on regular workdays, weekends, and city holidays) investigation of any outage, failure of service or service irregularity, or if the Customer reports or causes to be reported a service outage or service irregularity, and the City determines that such service outage or service irregularity was caused by the Customer or Customer's facilities, equipment or installation, then the City may charge the Customer \$100.00 for conducting an investigation. This trip fee shall be billed on the Customer's next regular bill.

If, upon investigation, the City determines that the service outage or irregularity was caused by City facilities, equipment or installation, then no trip fee will be charged.

**C. Miscellaneous Service Fee**

If a Customer requests that the City make a trip to perform a service for the Customer, including, but not limited to security light modifications, replacing fuses, checking Customer owned breakers, or other similar types of services, the City may charge the Customer a \$50.00 fee. This service fee shall be billed on the Customer's next regular bill.

**D. Meter Rereading Fee**

The City, at its sole discretion, may charge a fee of \$25.00 for each instance where City personnel are requested by the Customer to reread a utility meter. This fee is only charged if the original reading appears to have been correct, in the City's sole judgment. If the original meter reading appears to be incorrect, in the City's sole judgment, the fee will be waived. This service fee shall be billed on the Customer's next regular bill. If an error is found in the reading an adjustment will be made to the bill.

**E. Meter Inaccessible Fee**

The City, in its sole discretion, may charge a \$25 trip fee for a second trip, if a meter is unable to be read by the meter service technician on the first trip. Examples of reasons meters are not able to be read include, but are not limited to locked gates, dogs, or objects covering meter. A notice will be placed on the Customer's door if the service technician could not read the meter.

**400.4 Transfer of Service Fee**

The City may charge \$20.00 per account for transferring an account for utility services from one Customer to another in accordance with Section 308 Transfer of Utility Services. The Customer to whom services are transferred shall be responsible for payment of this fee.

The transfer fee may be paid at the time the transfer of service is requested or may be billed on the next bill for utility services.

**400.5 Returned Check Fee**

The City may charge the applicable amount determined by the District Attorney, plus any direct charges assessed against the City by any financial institution, for each check, bank draft or other form of payment, which is dishonored or returned to the City. Only cash, money order, cashier's check, debit or credit card, or certified check shall be accepted to make payment for any check that has been returned for insufficient funds, or dishonored for any other reason. This fee must be paid at the same time as the Customer pays for the amount of the dishonored or returned check.

**400.6 Meter Test Fee**

Upon written request by a Customer, on a City approved form, the City shall have a meter test performed by an independent third party to confirm the accuracy of the Customer's electric or water meter.

Once the meter has been tested by an independent third party at the Customer's request, if the results are found to be within the accuracy standards established by the appropriate standards agency, such as the American National Standards Institute, the American Water Works Association, or other applicable agency, the City may charge the Customer a fee equal to the actual cost to test the applicable meter plus a miscellaneous service charge of \$25.00 for the City's time in having the test performed, which fees may be billed on the Customer's next regular bill.

However, if any meter is found to be outside of the accuracy standards established by the appropriate standards agency, or the City initiates the meter test, no charge will be made to the Customer for the testing and the City will be responsible for payment of the associated costs.

Following the completion of any requested meter test, the City shall promptly advise the Customer of the date of removal of the meter, the date of the test, the result of the test, and who performed the test.

If any meter is found to be outside of the accuracy standards established by the appropriate agency, a correction of previous readings will be made to the account. The correction will be for the period of six (6) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding six (6) months shall be completed by the City. The correction will be as necessary pursuant to the error discovered in the meter test. Thereafter adjusted bills shall be rendered for either under billed or over billed amounts. No refund is required from the City except to the Customer last served by the meter prior to the testing.

If a meter is found not to register for any period, unless bypassed or tampered with, the City shall charge for the utility service used, but not metered, for a period not to exceed six (6) months based on amounts used under similar conditions during the period preceding or subsequent thereto or during corresponding periods in previous years, at the City's discretion.

**400.7      Reproduction of Utility Account Information, Rules and Regulations**

- A.** Any person requesting a copy of all or any portion of the Utility Rules and Regulations of the City shall pay in advance the reasonable cost of reproduction as per State law.
- B.** A signed public information request (open records requests) is required to obtain copies of a utility customer accounts, and/or account history. Any person requesting this account related information shall pay in advance the reasonable costs of reproduction in accordance with State law.
- C.** A Customer may request on a City approved form that their account information be maintained as private information.

**400.8      Cancellation of Contract**

A Customer who cancels an agreement for the provision of utility service after acceptance by the City of an Application, but before service is initiated, may be charged all associated fees and shall pay the actual costs incurred by the City.

**400.9      Temporary Service**

A \$50.00 non-refundable fee will be charged for all temporary services.

Please refer to Bastrop Power & Light Service Standards manual for additional information and requirements.

**400.10      Tampering With City's Meters, Equipment or Other Property, and Unauthorized Use or Consumption of Utility Service**

City meters, equipment or other property, whether on Customer's premises or elsewhere, shall not be tampered with, relocated, connected to, adjusted, modified, interfered with, or operated by any one other than employees, agents, contractors or engineers specifically authorized by the City.



Diversions by utility service shall be defined as the unauthorized connection to City facilities, unauthorized use or consumption of utility services, tampering with a meter, equipment or other property of the City, bypassing a meter, equipment or other property of the City, or other instances of diversion, including but not limited to physically disorienting the meter or other City equipment, attaching objects to the meter to divert or to bypass service or cause the meter to improperly or inaccurately record the consumption of utility service, insertion of objects into the meter, or any other means of tampering with, bypassing or otherwise modifying or connecting to the City's equipment or property.

In the event of diversion of service, tampering, unauthorized use or consumption, or evidence of attempted unauthorized use of the City's utility service, whether by tampering with the City's meter or equipment or by any other means, all utility service shall be discontinued immediately and without notice by the City. The Customer or beneficiary of the utility service shall be required to pay all charges, including the following, before any utility service shall be reconnected:

- A. A minimum charge of \$500 or actual damages whichever is greater, as compensation to the City for the unauthorized connection, reconnection, use, consumption, diversion of utility service or other tampering with City's meters, equipment or other property.
- B. The cost of repair and/or replacement of any and all damaged meters, equipment or other property, and the cost of installing protective facilities or relocating the meter, equipment or other property.
- C. The cost of the estimated or actual amounts of utility service used without City authorization. This charge shall be based on amounts used under similar conditions during preceding years or may be estimated on the basis of usage trends of similar Customers and under similar conditions.
- D. A trip fee for each trip made by City personnel to investigate, evaluate and correct the tampering or diversion.

- E. All other costs associated with the investigation, evaluation and correction of meter tampering or diversion, including personnel time, travel expenses, engineering expenses and legal expenses.
- F. All costs must be paid prior to reconnection.

All Water Customers must have their own shut-off valve. Customers should not use City's shut-off valve to turn their water services off or on. If Customers are found using the City's shut-off valve then the customer may be charged a meter tampering fee.

**400.11 Miscellaneous Customer Billings**

Work performed at the request and for the convenience or benefit of the Customer will be billed to the Customer requesting the work. All fees are due in advance of the requested work being performed by the appropriate department.

The types of work, which are included under this section include, but are not limited to:

- A. Relocation of any utility service.
- B. Any other special service which may be requested by the Customer which is specifically not covered under other provisions of Section 400 Service Fees, and which the City is willing to perform.
- C. Security or security lighting.

**501. POINTS OF DELIVERY**

The point of delivery shall be that point where the electricity or water provided by the City leaves City facilities and enters the conductor, pipe, conduit, equipment or facilities owned, operated and/or utilized by the Customer, or for wastewater and sewage service, the point where the waste product leaves the pipe, conduit, equipment or facilities owned, operated and/or utilized by Customer and enters City facilities.

**501.1 Electric Point of Delivery**

Please reference the Bastrop Power & Light Service Standards Manual for additional information regarding electric point of delivery.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect wiring, faulty material or workmanship, or any other deficiencies or defects in the wiring and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by a City Inspector.

**501.2 Water Point of Delivery**

The point of delivery for water service shall be the point where the Customer's water lines leave the City's meter. The City's termination point is at the Customer's side of the meter, which shall be located in the easement adjacent to the Customer's property line.

The Customer shall provide, furnish and install all pipe, conduit, fittings, cut off valve, and other apparatus on the Customer's premises necessary for water delivery. The Customer shall be solely responsible for and shall at all times ensure that the Customer's premises, facilities and equipment comply with all applicable laws and ordinances, and all standards established by the City.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect construction, faulty material or workmanship, or any other deficiencies or defects in the material and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by the City Inspector.

**501.3 Wastewater Point of Collection**

The point of collection for wastewater service shall be the Customer's property line. Such point shall be outside of

the Customer's installation, structure(s) or facility at a location approved by the City.

The Customer shall provide, furnish and install all pipe, conduit, fittings, clean out at point of collection, and other apparatus on the Customer's premises. The Customer shall be solely responsible for and shall at all times ensure that the Customer's premises, facilities and equipment comply with all applicable laws and ordinances, and all standards established by the City.

The City accepts no responsibility and assumes no liability for the adequacy of the Customer's installation or for damage and/or injury as a result of inadequate apparatus or equipment, incorrect construction, faulty material or workmanship, or any other deficiencies or defects in the material and/or equipment on the Customer's premises.

City will not connect new services until it has been inspected and approved by the City Inspector.

**501.4 Solid Waste**

Garbage containers need to be placed at the curbside no later than 7:00 a.m. on the scheduled day of pickup. Containers need to be removed from the curbside after the garbage container has been empty.

Garbage customers are charged based on the number of garbage receptacles located at each address.

**502. METERS AND METER READING**

**502.1 Location and Installation of Meters**

**A. Electric Meters**

Please reference the Bastrop Power & Light Service Standards Manual for additional information regarding electric meters.

**B. Water Meters**

Water meters installed for residences shall be placed in the easement adjacent to the property line on private property or as specified by the City during plat and/or development plan approval. The City, prior to installation, shall specifically approve locations for all other water meters.

Each residential dwelling within a duplex, triplex or quadruplex shall have a separate water meter for each separate residential dwelling.

Master water meters may be provided and installed where common water is provided for the residential dwellings throughout the apartment complex.

Temporary or seasonal residential facilities, such as seasonal mobile home parks, recreational vehicle parks and campgrounds, or other types of seasonal parks and campgrounds may be metered through one water master meter.

All electric and water meters shall be placed in locations unobstructed by shrubs, fences or other impediments, and Customer shall maintain each meter location in such a way that the meter shall not become obstructed and shall be readily and safely accessible to City meter readers, service personnel and public safety personnel at all times. The Customer will be notified by the City if one of their meters becomes obstructed. If an obstruction is not corrected within 5 (five) days after receipt of the notice, the Customer will be charged the cost the City incurred in correcting the obstruction, plus a trip fee of \$25.00.

All electric and water meters shall be placed in locations which do not require meter readers, service personnel, and public safety personnel to pass through fences, gates, doors, or other obstructions, and which will not subject City personnel to potentially vicious animals, dogs or any other unsafe conditions.

If the City is required to return to a Customer's location to access a meter, the Customer will be charged a trip fee of \$25.00 for the second attempt and an additional \$25.00 for any attempt thereafter. When the City is unable to obtain a reading from a meter, the Customer

will be notified, in writing, of the date, time, and reason the meter could not be read. In addition, the City will provide the Customer with a time line, at the City's sole discretion, for resolving the issue. All issues must be resolved prior to the next reading cycle. If an issue regarding the reading of a meter has failed to be resolved as of the next reading cycle, the service will be disconnected and the Customer's bill estimated based on Customer's consumption history for the time the City is unable to obtain readings.

**502.2 Ownership of Meters**

The City shall provide, install, own, and maintain all meters necessary for the measurement of electric energy and capacity requirements, and water usage. All meters shall be of a standard type, which meet industry standards, except that special meters not conforming to such standards may be used for non-billing purposes such as quality of service investigation and experimental uses.

**600. DEFINITIONS**

- 600.1 After Hours** - After 4:00 p.m. on regular working days, weekends, or city holidays.
- 600.2 Applicant** - Any person, firm, association, corporation, or political subdivision of the State of Texas requesting that utility service be supplied to any facility by the City.
- 600.3 Bad Debt** - A person is considered to have a Bad Debt City once service has been disconnected and the deposit applied, but the Customer still has a balance owed to the City.
- 600.4 City** - The City of Bastrop, Texas, which shall include the City Council of the City of Bastrop, or the City Manager, or a duly authorized representative of the City Manager.
- 600.5 Collect or Collection** - The act of obtaining payment from a Customer for the use of any utility service, or the provision of any associated service, as billed by the City.

- 600.6**      **Connection** - The act or state of joining an Applicant's or Customer's facilities to City facilities to allow or accommodate the provision of utility service by the City, or reinitiating utility service to a new Applicant or Customer at a preexisting premises or Customer Installation.
- 600.7**      **Customer** - Any person with an active utility service account who is in good standing with the City and is receiving utility service from the City's utility system.
- 600.8**      **Customer's Installation; Installation** - All conductors, pipe, conduit, facilities, equipment, buildings, structures, or apparatus of any kind on Customer's on point of delivery excepting only City's metering equipment.
- 600.9**      **Delinquent** - Any portion of a Customer's bill unpaid after ten (10) days from the date of issuance, or in reference to a Customer, any Customer who has not paid a utility bill in full within ten (10) days from the date of issuance, except that if the tenth day falls on a holiday or weekend, the due date for payment purposes shall be the following work day after the due date.
- 600.10**     **Disconnection** - The act or state of disjoining a Customer's facilities from City facilities to accommodate the discontinuance of utility services by the City.
- 600.11**     **Disconnecting Means or Main Disconnect** - A switching device or devices located on the load, on the Customer's side of the point of delivery, by which the Customer's entire electrical system can be disconnected from the City's distribution system.
- 600.12**     **Dwelling** - A single family building, properly equipped for full-time occupancy.
- 600.13**     **Electric Distribution System** - The City's primary and secondary voltage conductors, transformers, switchgear, connections, enclosures, pedestals, poles, guys, anchors, services, meters and all other associated equipment used to provide electric service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be extended into the lots or tracts upon request by an Applicant.

- 600.14**     **Electric Service** - The availability and/or actual delivery of electrical power to the Customer, including any and all acts done, rendered, or performed by City in making said electric power available to the Customer, whether used by Customer or not.
- 600.15**     **Energy** - The capacity for doing work. The unit for measuring electrical energy is the watt-hour, or kilowatt-hour, which is 1,000-watt hours (kWh).
- 600.16**     **Facilities** - All the plant and equipment of the City, including all tangible personal property without limitation, in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by or in connection with the business of the City.
- 600.17**     **Good Standing** - A Customer or account is considered to be in good standing when a Customer has not been delinquent in making a payment for utility service for more than two (2) months during the prior twelve (12) months, with all other payments being made on or before the due date, ~~and~~ the account was not disconnected for ~~non-payment~~non-payment, and there have been no payments returned for NSF.
- 600.18**     **LCRA** - Lower Colorado River Authority
- 600.19**     **Meter** - A device, or devices, together with auxiliary equipment, for measuring electric energy usage and demand or water delivered to Customer. A meter may also include equipment for monitoring or measuring electrical currents, electrical power factor, harmonics, voltage and voltage fluctuations, water pressure, and other associated measurements as deemed necessary by the City.
- 600.20**     **Meter Loop** - A device consisting of conductor, conduit, meter socket, and associated hardware for the purpose of facilitating the connection of the City's service conductor to the Customer's (Electrical facilities with facilities for metering the Customer's Electrical) usage through a kilowatt-hour and/or demand meter in a circuit.



- 600.21**     **Non-Permanent Dwelling** - A dwelling so constructed as to be easily moved, hauled or otherwise relocated from its original foundation.
- 600.22**     **Non-Permanent Installation or Temporary Service Installation** - Any installation other than a permanent installation.
- 600.23**     **Permanent Installation** - Any installation that is:
- A.     Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full time basis; or
  - B.     Any other structure which meets all of the following criteria:
    - 1.     The structure must be impractical to move. Mobile homes with wheels, trailer hitches, and axle removed are considered impractical to move.
    - 2.     The structure must be actually used or occupied on a permanent full time basis;
    - 3.     The structure must be permanently connected to a water system and a sewer or septic system.
- 600.24**     **Permanent Residential Dwelling** - A single family dwelling, residential duplex or multiplex, that is constructed so as to be impractical to move, haul or otherwise relocate from its original foundation, and that is occupied on a permanent, full-time basis.
- 600.25**     **Person** - Any individual, partnership, association, joint venture, corporation, or government entity.
- 600.26**     **Point of Delivery** - The point at which the City's utility facilities connect with the Customer's facilities.
- 600.27**     **Premises** - A tract of land or real estate including building or other structures or appurtenances thereon.

- 600.28**     **Qualified Applicant** - Any Applicant for service who has complied with all the requirements under Section 301. Conditions for Extension of Service.
- 600.29**     **Rate Schedules** - Any schedule of rates or charges approved by the City Council.
- 600.30**     **Reconnection** - The act or state of connecting an existing point of delivery that previously received utility service prior to disconnection, and where the Customer requesting reconnection is the same as the Customer who received service prior to disconnection.
- 600.31**     **Rules; Service Rules; Service Rules and Regulations** - Any service rule, regulation, or ordinance of the City pertaining to utility service.
- 600.32**     **Wastewater Collection and Treatment System** - The City's taps, laterals, mains, lift stations, treatment plants, connections, enclosures, and all other associated material and equipment used to provide wastewater service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be provided for the lots or tracts upon request by an Applicant.
- 600.33**     **Wastewater Service** - The opportunity and/or actual delivery of wastewater from the Customer to the City, including any and all acts done, rendered, or performed by City in making said opportunity available to the Customer, whether used by Customer or not.
- 600.34**     **Water Treatment and Distribution System** - The City's taps, laterals, mains, meters, pump stations, water wells, water treatment plants, water storage facilities, connections, enclosures and all other associated material and equipment used to provide water service, installed throughout the City's service area on and along the dedicated streets and easements of land, developments and subdivisions, such that individual service may be provided to the lots or tracts upon request by an Applicant.
- 600.35**     **Water Service** - The availability and/or actual delivery of water to the Customer, including any and all acts done,

rendered, or performed by the City in making said water available to the Customer, whether used by Customer or not.

**APPENDIX**  
**Schedule I Fees**

**201.        APPLICATION OF RATES**

Rates shall be applied in accordance with the City of Bastrop Fee Schedule set forth in the City Ordinance.

**301.2       Applicant Pays City Fees, Deposit, Etc.**

The Applicant shall pay City Fees, Deposits, and other necessary costs, as required by the rules, regulations or ordinances of the City.

**301.10      Presence of Responsible Person for Connection**

Failure to have a Responsible Person at a location where utility service is to be provided will result in a return trip by the City and a charge of \$25.00 for the return trip and any subsequent trip thereafter.

**305.3       Credit Check**

Any charges incurred by the City to perform a credit check, whether conducted by the City or an outside agency, will be passed through to the Customer.

**306.        DEPOSITS**

**306.1       Amount of Deposit for Residential Service**

The amount of deposit for Residential Services shall be one of the following:

- A. None. A Deposit for Residential Services may be waived if the Applicant is in good standing with the City of Bastrop or another qualifying utility company.
- B. Electric Deposit: \$200.00  
Water Deposit: \$75.00
- C. At the discretion of the City and as above, if the account or Customer is not in good standing.

**306.2       Amount of Deposit for Commercial Service**

The amount of deposit for Commercial Service shall be one of the following:

- A. None. A deposit for Commercial Services may be waived if the Customer is in good standing with the City or another qualifying utility company.
- B. Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%).
- C. At the discretion of the City and as stated above if the account becomes not in good standing.
- D. A Reevaluation of deposit amounts shall occur after each 12 month period to determine if the deposit amount must be decreased or increased.

**306.3 Amount of Deposit for Temporary Service**

Involving Temporary Meter Loop or location of service:

Deposit requirements are as set in 306.1 or 306.2 and a non-refundable fee of \$50.00.

**306.4 Amount of Deposit after Disconnection for Nonpayment**

Residential and Commercial Accounts:

New or additional deposit required. Twelve (12) month billing average, times two (2), plus fifteen percent (15%).

Solid Waste (Garbage) ONLY accounts: \$50.00 deposit.

**306.5 Amount of Deposit after Delinquencies**

Residential and Commercial Accounts:

- A. Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%) due at the time of application and/ or prior to connection due within 10 days of written notice.

**309. DEFERRED PAYMENT PLAN**

The submission of a Deferred Payment Plan shall cost an Administration fee of \$25.00.

**400. SERVICE FEES**

**400.1 New Application for Service**

\$50.00 billed to first bill.

**400.2      Disconnection & Reconnection Fees**

Disconnect fee: \$50.00.

Reconnect fee: \$50.00.

After Hours Reconnection fee: \$75.00.

**400.3      Trip Fees**

A. Investigation fee regular business hours: \$50.00.

B. After Hours Investigation: \$100.00.

C. Miscellaneous Service fee: \$50.00.

D. Meter Re-reading fee: \$25.00.

E. Meter Inaccessible fee: \$25.00.

**400.4      Transfer of Service Fee**

\$20.00 charge per account

**400.5      Returned Check Fee**

Applicable amount determined by the District Attorney plus any charges assessed against the City by any financial institution for each payment instrument dishonored or returned to the City by the customers bank or financial institution.

**400.6      Meter Test Fee**

Customer will be charged the actual cost of the meter test plus a \$25.00 fee.

**400.7      Reproduction of Utility Account Information, Rules and Regulations**

A. Utility Rules and Regulations/Policy/Ordinance  
All or Part: the reasonable cost of reproduction as per State Law.

B. Open Records Request: the reasonable cost of reproduction as per State Law.

**400.9      Temporary Service Connection**

A one time, non-refundable charge of \$50.00 will be charged per service location.

**400.10 Tampering With City's Meters, Equipment or Other Property, and Unauthorized Use or Consumption of Utility Service**

Any one or more of the following charges may apply to an individual who tampers with City meters, equipment or other property or, without authorization, uses or consumes utility service:

- A. Minimum charge of \$500.00 or actual damages or both.
- B. Actual Cost of repairs and/or replacement of any damaged meters, equipment or other property, and the cost of installing protective facilities or relocation the meter, equipment or other property.
- C. The cost of the estimated or actual amounts of service used without City authorization.
- D. Trip fee of \$25.00 per City personnel to investigate, evaluate and correct the tampering or diversion.
- E. All other costs associated with the investigation, evaluation and correction of the meter tampering or diversion, including personnel time, travel expenses, engineering expenses and legal expenses.
- F. All fees must be paid in full prior to the reconnection of service.

**400.11 Miscellaneous Customer Billings**

Other Miscellaneous fees may apply as determined by the appropriate City department and payable in advance by the Customer.

**501.4 Solid Waste (Garbage)**

The Customer shall be charged for each receptacle provided by the Solid Waste collection provider. This costs is subject to change on a yearly basis.

**502. METERS AND METER READING**

Customer will be notified if their meter(s) become obstructed. If the Customer fails to correct the problem, after notification by

the City, the Customer will be charged the cost incurred by the City in correcting the obstruction and a \$25.00 trip charge.

Each time the City has to return to a location to attempt a meter reading, the customer will be charged \$25.00.

Customers will receive one written warning if their meter or any component of the automated meter is damaged due to negligence from the customer and no longer is communicating with the City's network. The second occurrence will result in a charge equal to the cost to repair damaged components and a trip charge.



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: July 27, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CITY CODE, CHAPTER 7, ARTICLE 7.01, SECTION 7.01.10, RELATED TO MUNICIPAL COURT PROSECUTIONS BY CITY ATTORNEY(S); CHAPTER 9, ARTICLE 9.04, RELATED TO APPOINTMENT AND POWERS AND DUTIES OF THE CITY ATTORNEY; AND CHAPTER 11, ARTICLE 11.04, SECTION 11.04.008, RELATED TO CITY ATTORNEY'S AUTHORITY TO BRING SUIT TO COLLECT THE TAX IMPOSED BY THE CITY; REPEALING CONFLICTING ORDINANCES; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

2. Party Making Request: **Mayor Kesselus**

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:

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested:

ORDINANCE NO. 2016 - 16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CITY CODE, CHAPTER 7, ARTICLE 7.01, SECTION 7.01.10, RELATED TO MUNICIPAL COURT PROSECUTIONS BY CITY ATTORNEY(S); CHAPTER 9, ARTICLE 9.04, RELATED TO APPOINTMENT AND POWERS AND DUTIES OF THE CITY ATTORNEY; AND CHAPTER 11, ARTICLE 11.04, SECTION 11.04.008, RELATED TO CITY ATTORNEY'S AUTHORITY TO BRING SUIT TO COLLECT THE TAX IMPOSED BY THE CITY; REPEALING CONFLICTING ORDINANCES; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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**WHEREAS**, pursuant to its authority granted by the State of Texas, the City Council, acting in the best interest of the financial status of the City, has determined that a revision to the City's Code of Ordinances should be made, as set forth below.

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

**Part 1:** Article 7, Municipal court, Chapter 7.01, Section 7.01.010, entitled "Prosecutions generally," is hereby amended as follows:

Section 7.01.010 Prosecutions, generally; prosecutions by county attorney.

- (a) All prosecutions in the municipal court shall be conducted by the city attorney or, as appropriate, by an appointed assistant city attorney.

*(No change to subsections b-c)*

**Part 2:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.003, entitled "Appointment," is hereby amended as follows:

Sec. 9.04.003 - Appointment.

- (a) The City Council shall appoint the city attorney and assistant city attorneys, who will undertake the various duties noted in section 9.04.005, as designated by the City Council.

- (b) The city attorney will supervise and provide oversight of any legal matter assigned to special appointed assistant city attorney(s) and City employed

paralegal, if any, including but not limited to overseeing billing and progress being made by the appointed assistant city attorney(s) and City employed paralegal, if any, on the matters that have been assigned to the special assistant city attorneys and the City employed paralegal.

**Part 3:** Article 9.04 'City Attorney', Chapter 9, Section 9.04.005, entitled "Powers and duties," is hereby amended as follows:  
Sec. 9.04.005 - Powers and duties.

(a) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of the city manager:

(1) Attend the municipal court and conduct all prosecutions brought in the court.

(2) Take affidavits against any person charged with violating any of the ordinances of the city and prepare and draw up all complaints against persons so charged.

(3) Draft all ordinances passed by the Council when requested to do so.

(4) Draw up or review all contracts to which the city may be a party.

(5) Represent the city in all suits filed by or against the city.

(6) Institute suits on behalf of the city whenever in his opinion such proceedings are necessary to protect the rights or interests of the city.

(b) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of both the city manager and the mayor:

(1) Attend meetings of the City Council and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council.

**Part 3:** Article 11, Taxation, Chapter 11.04, Section 11.04.008, entitled "Additional authorization to bring suit for violations," is hereby amended as follows:

Sec. 11.04.008 - Additional authorization to bring suit for violations.

The city attorney or as appropriate, an appointed assistant city attorney, is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the city and who has failed to file a report, or filed a false report, or failed to pay the tax when due, at the direction of the city manager and concurrence of the Council, when necessary. Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the city until the tax is paid or the report is filed, or both, as applicable and as provided in the injunction.

**Part 4:** All ordinances, or parts of ordinances in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 5:** If any provision of this Ordinance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance adopted hereby which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

**Part 6:** The Ordinance shall take effect immediately after passage noted below in accordance with the City's Charter and the laws of the State of Texas.

**PASSED AND APPROVED** on first reading on the 26<sup>th</sup> of July, 2016.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_ of \_\_\_\_\_, 2016.

**APPROVED:**

\_\_\_\_\_  
Mayor Ken Kesselus

**ATTEST:**

\_\_\_\_\_

Ann Franklin, City Secretary

ORDINANCE NO. 2016 - 16

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(2) Take affidavits against any person charged with violating any of the ordinances of the city and prepare and draw up all complaints against persons so charged.

(3) Draft all ordinances passed by the Council when requested to do so.

(4) Draw up or review all contracts to which the city may be a party.

(5) Represent the city in all suits filed by or against the city.

(6) Institute suits on behalf of the city whenever in his opinion such proceedings are necessary to protect the rights or interests of the city.

(b) The city attorney, or as appropriate, an appointed assistant city attorney, shall, at the direction of both the city manager and the mayor:

(1) Attend meetings of the City Council and, upon request of the Council or any member thereof, pass upon all questions of law relating to any business upon consideration by the Council.

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**Part 3:** Article 11, Taxation, Chapter 11.04, Section 11.04.008, entitled "Additional authorization to bring suit for violations," is hereby amended as follows:

Sec. 11.04.008 - Additional authorization to bring suit for violations.

The city attorney or as appropriate, an appointed assistant city attorney, is hereby authorized to bring suit against any person required to collect the tax imposed hereby and required to pay the collection over to the city and who has failed to file a report, or filed a false report, or failed to pay the tax when due at the direction of the city manager and concurrence of the Council, when necessary. Such suit may seek to collect such tax not paid or to enjoin such person from operating a hotel in the city until the tax is paid or the report is filed, or both, as applicable and as provided in the injunction.

**Part 4:** All ordinances, or parts of ordinances in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

**Part 5:** If any provision of this Ordinance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance adopted hereby which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

**Part 6:** The Ordinance shall take effect immediately after passage noted below in accordance with the City's Charter and the laws of the State of Texas.

**PASSED AND APPROVED** on first reading on the 26<sup>th</sup> of July, 2016.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_ of \_\_\_\_\_, 2016.

**APPROVED:**

\_\_\_\_\_  
Mayor Ken Kesselus

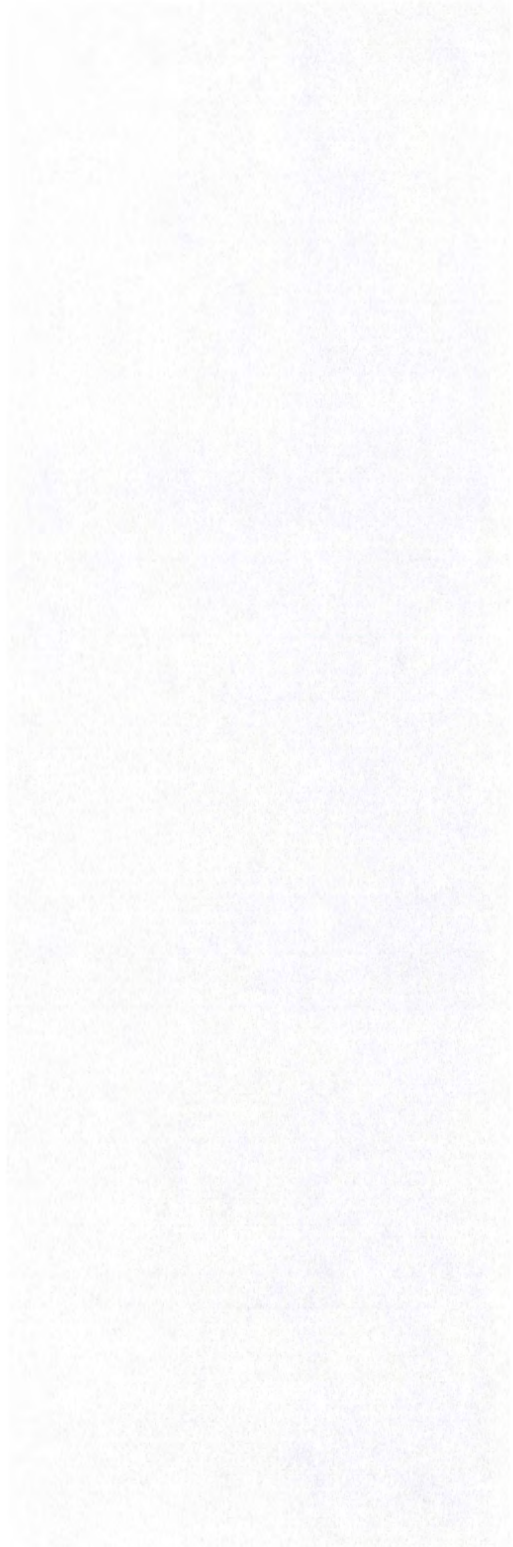
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Ann Franklin, City Secretary



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION REGARDING THE CREATION OF A SIGN ORDINANCE REVIEW PROCESS.**

2. Party Making Request: **Mayor Kesselus**

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

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:

**RESOLUTION R-2016-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RELATED TO CREATION OF A SIGN ORDINANCE REVIEW PROCESS**

---

Whereas City of Bastrop's sign ordinance of 28 pages appears to many citizens and business owners to be excessively complex, and

Whereas, this ordinance has not been reviewed by the Council recently, and

Whereas, on two occasions in recent years the City Council passed sign variances for erection of an oversized cell tower and oversized sign along an overpass of Highway 71 upon the City Manager's recommendation and understanding that he considered the variances a first step toward changing the related sections of the ordinance thereby varied, but the amendments have not been initiated,

Therefore, be it resolved the Bastrop City Council select one of its members, or the Mayor, to facilitate a review by appropriate citizens and business owners to review the entire sign ordinance and report recommendations to the City Council.

**READ and ADOPTED** on the 9th day of August, 2016.

**APPROVED:**

\_\_\_\_\_  
**Ken Kesselus**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Ann Franklin**  
City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING REQUEST FROM THE PLANNING AND ZONING COMMISSION REGARDING THE CREATION OF DEVELOPMENT AGREEMENTS.**

2. Party Making Request: **Mayor Kesselus**

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

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. Motion Requested:



July 19, 2016

The Honorable Ken Kesselus  
Honorable City Council:  
Bill Peterson  
Gary Schiff  
Kay Garcia McAnally  
Willie DeLaRosa  
Deborah Jones

City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

RE: The City of Bastrop

Dear Honorable Mayor and Esteemed City Councilors:

As you are aware, the City is currently experiencing significant growth, with our community drawing the interest of developers of both residential and commercial projects. Often, these projects take the form of development agreements that permit the City and developers to tailor land use regulations to fit the particular needs of the projects envisioned.

As the body tasked with reviewing and approving land use within the City, the Planning and Zoning Commission has, in the past, been presented with developments that are governed by these agreements. In some instances, the Commission has been given the opportunity to review the land use elements of the development agreement as it is negotiated with the City. In other cases, the Commission has not had the opportunity to comment on the land use assumptions contained within an agreement. In order to facilitate a more comprehensive approach to the creation of development agreements, the Commission would like to explore a collaborative effort with City Staff and City Council regarding the Development Agreement approval process. The Commission is interested in workshopping with City Council to discuss such a possibility and how we could serve as an advisory body to City Council during the Development Agreement process.

The Planning and Zoning Commission thanks you for your consideration of this proposal and we look forward to exploring the opportunities to best serve our community.

Sincerely,

A handwritten signature in black ink that reads "Lisa Patterson".

Lisa Patterson  
Planning and Zoning Commission Chair

cc: Steve Adcock, Acting City Manager  
Michael H. Talbot, Senior Advisor  
Ann Franklin, City Secretary  
Tracy Waldron, Finance Director

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY SECRETARY’S SUBMISSION OF A CHARTER AMENDMENT PETITION TO THE CITY COUNCIL AND CERTIFYING AS TO THE SUFFICIENCY AND COMPLIANCE OF THE PETITION WITH THE PROVISIONS IN ARTICLE X OF THE CITY CHARTER.**

2. Party Making Request: **City Secretary, Ann Franklin**

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:	<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. Motion Requested: **Approval of certification of petition.**

STATE OF TEXAS                   §  
COUNTY OF BASTROP           §  
CITY OF BASTROP               §

CERTIFICATION OF CITY SECRETARY

I, Ann Franklin, City Secretary of the City of Bastrop, Texas do hereby certify that the attached Charter Amendment Petition for an election to amend the Charter of the City of Bastrop to change the current petition requirements for initiative, referendum and recalling the Mayor and Council, filed in my office on August 1, 2016 by Linda Curtis contained 337 signatures, of which 309 were verified as adequate, complete signatures. The petition is sufficient to cause a special election to amend the Charter, to be held on the next uniform election date set forth by State law.

WITNESS MY HAND AND SEAL OF THE CITY OF BASTROP, TEXAS THIS THE  
9TH DAY OF AUGUST, 2016.

\_\_\_\_\_  
Ann Franklin, City Secretary  
City of Bastrop, Texas

[SEAL]

STATE OF TEXAS §

COUNTY OF BASTROP §

CITY OF BASTROP §

CERTIFICACIÓN DE LA SECRETARIA DE LA CIUDAD

Yo, Ann Franklin, Secretaria de la Ciudad de la Ciudad de Bastrop, Texas por lo presente certifico que la adjunta Petición para Enmendar la Carta que solicita que se efectuó una elección de enmiendas a la Carta de la Ciudad de Bastrop para cambiar los requisitos existentes de peticiones de iniciativa, referéndum y revocación del Alcalde y del Consejo, archivada en mi oficina el 1 de Agosto, por Linda Curtis con 337 firmas de cuales 309 fueron verificadas de ser firmas completas adecuadas. La petición es suficiente para llevar a cabo una elección especial para enmendar la Carta, que se efectuará en la próxima fecha uniforme de elecciones indicada por la ley Estatal.

DOY FE CON MI FIRMA Y SELLO DE LA CIUDAD DE BASTROP, TEXAS, ESTE  
DÍA 9 DE AGOSTO, 2016.

\_\_\_\_\_  
Ann Franklin, Secretaria de la Ciudad  
Ciudad de Bastrop, Texas

[SELLO]



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, CALLING FOR A SPECIAL ELECTION TO BE HELD IN THE CITY OF BASTROP, TEXAS ON NOVEMBER 8, 2016 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION; AND PROVIDING AN EFFECTIVE DATE.**
2. Party Making Request: **City Secretary, Ann Franklin**
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: 

	<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. Motion Requested: **Approval of the call of the Special Election for November 8, 2016.**

**ORDINANCE NO. 2016-19**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, CALLING FOR A SPECIAL ELECTION TO BE HELD IN THE CITY OF BASTROP, TEXAS ON NOVEMBER 8, 2016 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas, is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the laws of the State of Texas and the City of Bastrop, provide that any amendments to a Home Rule Charter shall be submitted to the qualified voters of the City of Bastrop, Texas.

**WHEREAS**, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, an Ordinance should be passed establishing the procedure to be followed in said election, and designating the voting places for said election.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:**

A special election will be held on November 8, 2016, for the purpose of submitting proposed amendments to the City Charter to the citizens of Bastrop, Texas.

The ballots (voting 'FOR' or 'AGAINST') shall include the following propositions that will result in textual amendments to the City's Home Rule Charter, which was first adopted in May, 2002. The ballots reflecting the proposed amendments shall be submitted to the qualified voters of the City of Bastrop, Texas, at the election, in accordance with Section 9.004 of the Texas Local Government Code, Section 13.09 of the Bastrop City Charter and applicable State laws.

The proposed amendments to the Charter are reflected herein, as follows: (a) proposed 'deleted text' is shown by the use of ~~strikethrough~~ and (b) proposed 'added text' is shown by the use of underlining.];

**Charter Amendment No. 1**

**“Shall the Charter be amended to change the percentage of signatures required of registered voters for an initiative from 20% to 5%, by making the amendments shown in Charter Proposition 1 below?”**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**Charter Proposition 1:**

“Shall Section 10.01 of Article X of the Home Rule Charter of the City of Bastrop be amended to read as follows?”:

**Section 10.01 - Power of Initiative.**

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this charter or state law, except an ordinance appropriating money or authorizing the levy of taxes or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the city equal in number to at least ~~twenty (20)~~ five (5) percent of the number of registered voters residing in the city at the time of the last regular city election.

FISCAL IMPACT FOR CHARTER AMENDMENT - BALLOT NO. 2: None

**Charter Amendment No. 2**

**“Shall the Charter be amended by adding language in the initiative requiring that such signatures must be gathered within 180 days, by adding the language as shown in Charter Proposition 2 below?”**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**Charter Proposition 2:**

“Shall Section 10.01 of Article X of the Home Rule Charter of the City of Bastrop be amended to read as follows?”:

**Section 10.01 - Power of Initiative.**

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this charter or state law, except an ordinance appropriating money or authorizing the levy of taxes or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the city at the time of the last regular city election. A petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

FISCAL IMPACT FOR CHARTER AMENDMENT - BALLOT NO. 2: None

**Charter Amendment No. 3**

**“Shall the Charter be amended to change the percentage of signatures required of registered voters for a referendum from 20% to 5%, by making the amendments shown in Charter Proposition 3 below?”**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**Charter Proposition 3:**

“Shall Section 10.02 of Article X of the Home Rule Charter of the City of Bastrop be amended to read as follows?”:

**Section 10.02 - Power of Referendum.**

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the city equal in number to at least ~~twenty (20)~~ five (5) percent of the number of registered voters residing in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

FISCAL IMPACT FOR CHARTER AMENDMENT - BALLOT NO. 3: None

**Charter Amendment No. 4**

**“Shall the Charter be amended by adding language in the referendum by requiring that such signatures must be gathered within 180 days, by adding the language as shown in Charter Proposition 4 below?”**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**Charter Proposition 4:**

“Shall Section 10.02 of Article X of the Home Rule Charter of the City of Bastrop be amended to read as follows?”:

**Section 10.02 - Power of Referendum.**

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided. A petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

FISCAL IMPACT FOR CHARTER AMENDMENT - BALLOT NO. 4: None

**Charter Amendment No. 5**

**“Shall the Charter be amended to change the percentage of signatures required of registered voters for a recall from 25% to 10%, by making the amendments shown in Charter Proposition 5 below?”**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**Charter Proposition 5:**

“Shall Section 10.07 of Article X of the Home Rule Charter of the City of Bastrop be amended to read as follows?”:

**Section 10.07 - Power of Recall.**

The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least ~~twenty-five (25)~~ ten (10) percent of the number of registered voters residing in the City at the time of the last regular municipal election of the City demanding the removal of the Mayor or other member of the Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

FISCAL IMPACT FOR CHARTER AMENDMENT - BALLOT NO. 5: None

This City has five (5) election precincts and said election shall be held at the following locations. The polling places shall be open from 7:00 a.m. to 7:00 p.m. on November 8, 2016, **Election Day**.

**Election Precinct: 1001 - Bastrop County WCID #2 Bldg, 106 Conference Dr., Bastrop, Texas**

**Election Precinct: 1002 – First Baptist Church, 1201 Water St., Bastrop, Texas**

**Election Precinct: 1003 - Bastrop Church of Christ, 287 Highway 20, Bastrop, Texas**

**Election Precinct: 2009 - Calvary Baptist Church, 3005 Loop 150 E., Bastrop, Texas**

**Election Precinct: 2011 - Bastrop Fire Department Station #3 (Circle D), 926 FM 1441, Bastrop, Texas**

The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Voting at such election shall be upon paper ballots prepared in conformity to the Texas Election Code.

Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ES&S's AutoMARK Voter Assist Terminal version 1.0 is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

As chief elections officer of the Bastrop City Council, the Bastrop County Elections Administrator shall provide at least one ES&S AutoMARK Voter Assist Terminal version 1.0 in each polling place in every polling location used to conduct any election ordered on or after January 1, 2006.

The following named persons are hereby appointed officers for said election:

**Election Precinct: 1001 - Presiding Judge: Regina Hightower -Rep  
Alternate Judge: PK Barnett-Dem**

**Election Precinct: 1002 - Presiding Judge: John Thrift- Dem**



**Alternate Judge:** Cliff Sparks- Rep

**Election Precinct: 1003 - Presiding Judge:** Don Loucks- Rep  
**Alternate Judge:** Dan Hayes- Dem

**Election Precinct: 2009 - Presiding Judge:** Roy Baldwin- Rep  
**Alternate Judge:** Melanie Hunt- Dem

**Election Precinct: 2011 - Presiding Judge:** Carol Ricke- Rep  
**Alternate Judge:** Brenda Sellers- Dem

**The clerks for the election will be appointed by the Presiding Judge, in a number not to exceed eight (8) clerks.**

Bridgette Escobedo is hereby appointed Clerk for Early Voting. Early Voting locations, dates and times for the above designated election shall be as follows:

**Bastrop Courthouse Annex Building, 804 Pecan Street, Lower Level, Conference Room, Bastrop, Tx;**

**Elgin Public Library, 404 N. Main Street, Elgin, Texas;**

**Smithville City Hall, 317 Main Street, Smithville, Texas;**

**Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek, Texas**

The early voting locations shall be open from 8:00 a.m. to 5:00 p.m., Monday, October 24, 2016 through Saturday, October 29, 2016 and Monday, October 31, 2016 through Wednesday, November 3, 2016.

All four early voting locations shall remain open on Thursday, November 3, 2016 and Friday, November 4, 2016 for 12 hours, 7:00 a.m. to 7:00 p.m.

Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on October 28, 2016.

For Elections Precincts 1001, 1002, 1003, 2009 and 2011, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.0021 et seq. of the Texas Election Code said presiding judge shall appoint at least two (2) other members to the Board and shall process early voting results in accordance with said Texas Election Code.

The Presiding Judge and Alternate Judge will receive compensation at the rate of \$10.00 per hour. The Clerks will receive compensation at the rate of \$8.00 per hour. The Presiding Judge

will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Said election shall be held in accordance with the Election Code of this State and only resident qualified voters of said City shall be eligible to vote at said election.

The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004, and 85.007 of the Election Code, and all necessary orders and writs for said election shall be issued by the proper authority. Returns of said election shall be made to the City Council immediately after the closing of the polls.

It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date, place and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Bastrop, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which the conflicting provisions of such ordinances and such Code are hereby repealed.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

A substantial copy of this Ordinance shall serve as proper notice of the Special Election. Said notice, including a Spanish translation thereof, shall be posted not later than the twenty-first (21<sup>st</sup>) day before the election on the bulletin board used for posting notices of meetings of the City Council and shall be published on the same day in each of two successive weeks, with the first publication occurring before the 14<sup>th</sup> day before the date of the election in a newspaper of general circulation in the City of Bastrop, Texas.

This Ordinance shall be in full force and effect from and after its second and final reading.

**PASSED AND ACKNOWLEDGED on first reading this the 9<sup>th</sup> day of August 2016.**

**PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of August 2016.**

\_\_\_\_\_  
Ken Kesselus, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

## ORDENANZA NO. 2016

**ORDENANZA DE LA CIUDAD DE BASTROP, TEXAS, CONVOCANDO UNA ELECCIÓN ESPECIAL QUE SE EFECTUARÁ EN LA CIUDAD DE BASTROP, TEXAS EL 8 DE NOVIEMBRE, 2016 CON EL PROPÓSITO DE PRESENTAR A LOS VOTANTES ENMIENDAS A LA CARTA; DISPONER QUE ESTA ORDENANZA SEA ACUMULATIVA DE TODAS LAS ORDENANZAS; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; DISPONER PUBLICACIÓN EN UN PERIÓDICO DE DIFUSIÓN GENERAL; Y PROPORCIONAR LA FECHA DE VIGOR.**

**POR CUANTO**, la Ciudad de Bastrop, es Ciudad autónoma que se gobierna por su Carta adoptada por los votantes de acuerdo con el Artículo XI, Sección 5 de la Constitución de Texas y el Capítulo 9 del Código Gubernamental Local; y

**POR CUANTO**, las leyes del Estado de Texas y de la Ciudad de Bastrop disponen que cualquier enmienda a la Carta de Autonomía deberán ser sometidas a los votantes calificados de la Ciudad de Bastrop, Texas.

**POR CUANTO**, las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas es aplicable a dicha elección, y que para cumplir con dicho Código, una Ordenanza deberá ser aprobada para determinar el procedimiento a seguir en dicha elección, y designando los sitios de votación para dicha elección.

**AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS QUE:**

A. Una elección especial se efectuará el 8 de noviembre, 2016 con el propósito de someter enmiendas propuestas para la Carta de la Ciudad a los ciudadanos de Bastrop, Texas.

Las boletas (para votar 'A FAVOR o 'CONTRA) incluirán las siguientes proposiciones que resultarán en enmiendas literales a la Carta de Autonomía de la Ciudad, que inicialmente fue adoptada en Mayo 2002. Las boletas indicando las enmiendas propuestas serán sometidas a votantes calificados de la Ciudad de Bastrop, Texas, en la elección, de acuerdo con la Sección 9.004 del Código Gubernamental Local de Texas, Sección 13.09 de la Carta de la Ciudad de Bastrop y con las leyes aplicables estatales.

Las enmiendas propuestas a la Carta se indican en lo presente, como sigue: (a) texto que se propone eliminar se indica con el uso de ~~tachado~~ y (b) texto que se propone "agregar" se indica con subrayado.

### Enmienda No. 1 a la Carta

**“¿Deberá Enmendarse la Carta para cambiar el porcentaje de firmas de votantes registrados requeridas para una iniciativa del 20% a 5%, haciendo las enmiendas indicadas en la Proposición 1 de la Carta abajo?”**

\_\_\_\_\_ SÍ \_\_\_\_\_ NO

#### Proposición 1 de la Carta:

¿“Será enmendada la Sección 10.01 del Artículo X de la Carta de Autonomía de la Ciudad de Bastrop para decir lo siguiente?”:

##### **Sección 10.01 - Autoridad de la Iniciativa.**

Las personas de la Ciudad se reservan la autoridad de dirigir legislación por iniciativa y en el proceso de ejercer dicha autoridad podrán proponer cualquier ordenanza que no sea contraria a esta carta ni a la ley estatal, excepto una ordenanza para asignar dinero o autorizar la imposición de impuestos o una ordenanza que revoca alguna ordenanza para asignar dinero o imponer impuestos. Cualquier ordenanza por iniciativa se podrá someter por una petición firmada por votantes registrados de la ciudad que equivale al menos el número de ~~veinte (20)~~ cinco (5) por ciento de los votantes registrados residentes en la ciudad cuando se haya efectuado la última elección regular de la ciudad

IMPACTO FISCAL DE LA ENMIENDA A LA CARTA-BOLETA NO. 1. Ninguno

### Enmienda No. 2 a la Carta

**“¿Deberá Enmendarse la Carta agregando lenguaje en la iniciativa para requerir que dichas firmas se deberían coleccionar en un plazo de 180 días, con agregar el lenguaje indicado en la Proposición 2 de la Carta abajo?”**

\_\_\_\_\_ SÍ \_\_\_\_\_ NO

#### Proposición 2 de la Carta:

¿“Será enmendada la Sección 10.01 del Artículo X de la Carta de Autonomía de la Ciudad de Bastrop para decir lo siguiente?”:

##### **Sección 10.01 - Autoridad de la Iniciativa.**

Las personas de la Ciudad se reservan la autoridad de dirigir legislación por iniciativa y en el proceso de ejercer dicha autoridad podrán proponer cualquier ordenanza que no sea contraria a esta carta ni a la ley estatal, excepto una ordenanza para asignar dinero o autorizar la imposición de impuestos o una ordenanza que revoca alguna ordenanza para asignar dinero o imponer

impuestos. Cualquier ordenanza por iniciativa se podrá someter por una petición firmada por votantes registrados de la ciudad que equivale al menos el número de veinte (20)-por ciento de los votantes registrados residentes en la ciudad cuando se haya efectuado la última elección regular de la ciudad. . La firma en la petición es inválida si él o la firmante firmaron la petición antes del 180vo día anterior a la fecha en que la petición se archiva..

IMPACTO FISCAL DE LA ENMIENDA A LA CARTA-BOLETA NO. 2 Ninguno

### Enmienda No. 3 a la Carta

**“¿Deberá Enmendarse la Carta para cambiar el porcentaje de firmas de votantes registrados requeridas para una referéndum del 20% a 5%, haciendo las enmiendas indicadas en la Proposición 3 de la Carta abajo?”**

\_\_\_\_\_ SÍ                      \_\_\_\_\_ NO

#### **Proposición 3 de la Carta:**

¿“Será enmendada la Sección 10.02 del Artículo X de la Carta de Autonomía de la Ciudad de Bastrop para decir lo siguiente?”:

#### **Sección 10.02 - Autoridad de Referéndum...**

Las personas de la Ciudad se reservan la autoridad de aprobar o rehusar en las casillas electorales cualquier legislación aprobada por el Consejo que sea sujeta al proceso de iniciativa bajo esta Carta. En un plazo de (30) días después de la adopción final o publicación, cual fecha sea más tarde, de cualquier ordenanza, que sea sujeta al referéndum, una petición, firmada por votantes registrados de la ciudad, que equivale al menos el número de ~~veinte (20)~~ cinco (5) por ciento de los votantes registrados residentes en la ciudad cuando se haya efectuado la última elección regular de la ciudad, se podrá archivar con la Secretaria de la Ciudad solicitando que dicha ordenanza sea revocada o sometida al voto de la gente. Cuando dicha petición se haya certificado por ser suficiente por la Secretaria de la Ciudad, la ordenanza especificada en la petición no tendrá vigor, y se suspenderá cualquier acción adicional bajo la misma si acaso ya haya entrado en vigor, mientras no sea o solo si es aprobada por los votantes de acuerdo con lo provisto en lo presente.

IMPACTO FISCAL DE LA ENMIENDA A LA CARTA-BOLETA NO. 3 Ninguno

### Enmienda No. 4 a la Carta

**“¿Deberá Enmendarse la Carta para agregar lenguaje al referéndum que requiere que dichas firmas deberán colectarse en un plazo de 180 días, con agregar dicho lenguaje como se indica en Proposición 4 de la Carta abajo?”**

\_\_\_\_\_ SÍ                      \_\_\_\_\_ NO

#### **Proposición 4 de la Carta:**

¿“Será enmendada la Sección 10.02 del Artículo X de la Carta de Autonomía de la Ciudad de Bastrop para decir lo siguiente?”:

##### **Sección 10.02 - Autoridad de Referéndum...**

Las personas de la Ciudad se reservan la autoridad de aprobar o rehusar en las casillas electorales cualquier legislación aprobada por el Consejo que sea sujeta al proceso de iniciativa bajo esta Carta. En un plazo de (30) días después de la adopción final o publicación, cual fecha sea más tarde, de cualquier ordenanza, que sea sujeta al referéndum, una petición, firmada por votantes registrados de la ciudad, que equivale al menos el número de veinte (20) por ciento de los votantes registrados residentes en la ciudad cuando se haya efectuado la última elección regular de la ciudad, se podrá archivar con la Secretaria de la Ciudad solicitando que dicha ordenanza sea revocada o sometida al voto de la gente. Cuando dicha petición se haya certificado por ser suficiente por la Secretaria de la Ciudad, la ordenanza especificada en la petición no tendrá vigor, y se suspenderá cualquier acción adicional bajo la misma si acaso ya haya entrado en vigor, mientras no sea o solo si es aprobada por los votantes de acuerdo con lo provisto en lo presente. La firma en la petición es inválida si él o la firmante firmaron la petición antes del 180vo día anterior a la fecha en que la petición se archiva..

IMPACTO FISCAL DE LA ENMIENDA A LA CARTA-BOLETA NO. 4 Ninguno

### Enmienda No. 5 a la Carta

**“¿Deberá Enmendarse la Carta para cambiar el porcentaje de firmas de votantes registrados requeridas para una revocación 25% a 10%, haciendo las enmiendas indicadas en la Proposición 5 de la Carta abajo?”**

\_\_\_\_\_ SÍ                      \_\_\_\_\_ NO

#### **Proposición 5 de la Carta:**

¿“Será enmendada la Sección 10.07 del Artículo X de la Carta de Autonomía de la Ciudad de Bastrop para decir lo siguiente?”:

##### **Sección 10.07 - Autoridad de Revocar.**

Las personas de la Ciudad se reservan la autoridad de revocar al alcalde o a cualquier otro miembro del Consejo y podrán ejercer tal autoridad archivando con la Secretaria de la Ciudad una petición, firmada por votantes calificados de la ciudad, que equivale al menos el número de ~~veinticinco (25)~~ diez (10) por ciento de los votantes registrados residentes en la ciudad cuando se haya efectuado la última elección regular municipal de la ciudad que demande la revocación del Alcalde o de otro miembro del Consejo. La petición será firmada y verificada en la manera requerida para una petición de iniciativa contendrá una declaración general de las razones por cuales se procura la revocación y que uno de los firmantes de cada hoja de la petición hará una afirmación que las declaraciones hechas en la misma son verdaderas.

IMPACTO FISCAL DE LA ENMIENDA A LA CARTA-BOLETA NO. 5. Ninguno
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La Ciudad cuenta con cinco (5) precintos electorales y dicha elección se llevará a cabo en las siguientes ubicaciones. Los sitios de votación estarán abiertos de 7:00 a.m. a las 7:00 p.m. el 8 de Noviembre, 2016., Día de Elecciones.

**Precinto Electoral: 1001 - Bastrop County WCID #2 Bldg, 106 Conference Dr., Bastrop, Texas**

**Precinto Electoral: 1002 – First Baptist Church, 1201 Water St., Bastrop, Texas**

**Precinto Electoral: 1003 - Bastrop Church of Christ, 287 Highway 20, Bastrop, Texas**

**Precinto Electoral: 2009 - Calvary Baptist Church, 3005 Loop 150 E., Bastrop, Texas**

**Precinto Electoral: 2011 Bastrop Fire Department Station #3 (Circle D), 926 FM 1441, Bastrop, Texas**

El/la Administrador/a de Elecciones del Condado por lo presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para efectuar la elección. La votación en dicha elección será con boletas de papel preparadas en conformidad con el Código Electoral de Texas.

La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votación accesible en cada sitio de votación usado en toda elección que se efectuó en Texas en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votación que permiten a votantes con discapacidades físicas votar su boleta en secreto.

La Oficina del Secretario de Estado de Texas ha certificado que el equipo ES&S AutoMARK Voter Terminal versión 1.0 es sistema de votación accesible que legalmente se puede usar en las elecciones en Texas.



La Sección 123.032 y 123.035 del Código Electoral de Texas autoriza adquisición de sistemas de votación por subdivisiones locales políticas y además ordena cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

En su función de oficial electoral del Consejo Municipal de la Ciudad de Bastrop, el/la Administrador/a de Elecciones proporcionará al menos un equipo ES&S AutoMARK Voter Assist Terminal versión 1.0 en cada sitio de votación en cada una de las ubicaciones de votación utilizadas en toda elección ordenada en o después del 1 de enero, 2006.

Las siguientes personas indicadas por lo presente son nombradas oficiales de dicha elección:

**Precinto Electoral: 1001 - Juez Presidente:** Regina Hightower -Rep  
**Juez Alterno:** PK Barnett-Dem

**Precinto Electoral: 1002 - Juez Presidente:** John Thrift- Dem  
**Juez Alterno:** Cliff Sparks- Rep

**Precinto Electoral: 1003 - Juez Presidente:** Don Loucks- Rep  
**Juez Alterno:** Dan Hayes- Dem

**Precinto Electoral: 2009 - Juez Presidente:** Roy Baldwin- Rep  
**Juez Alterno:** Melanie Hunt- Dem

**Precinto Electoral: 2011 - Juez Presidente:** Carol Ricke- Rep  
**Juez Alterno:** Brenda Sellers- Dem

**Los/las secretarios/as de la elección serán nombrados/a por el Juez Presidente, en número que no exceda ocho (8) secretarios/as.**

Bridgette Escobedo por lo presente es nombrada Secretaria de la Votación Adelantada. Las ubicaciones de la Votación Adelantada, las fechas, y horas designadas para la elección antes mencionada serán las siguientes:

**Bastrop Courthouse Annex Building, 804 Pecan Street, Sala de Conferencias en la Planta Baja, Bastrop, Tx;**

**Elgin Public Library, 404 N. Main Street, Elgin, Texas;**

**Smithville City Hall, 317 Main Street, Smithville, Texas;**

**Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek, Texas**

Las ubicaciones de la votación adelantada estarán abiertas de las 8:00 a.m. a 5:00 p.m., Lunes, 24 de Octubre, 2016 hasta el Sábado, 29 de Octubre, 2016 y Lunes, 31 de Octubre, 2016 hasta el Miércoles, 3 de Noviembre, 2016

Las cuatro ubicaciones de votación adelantada permanecerán abiertas el Jueves, 3 de noviembre, 2016 y Viernes, 4 de Noviembre, 2016 por 12 horas, 7:00 a.m. a 7:00 p.m.

Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse a la Secretaria de la Votación Adelantada, Bridgette Escobedo, Administradora de Elecciones del Condado de Bastrop, 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 28 de Octubre, 2016.

Para los Precintos Electorales 1001, 1002, 1003, 2009, y 2011, Staci Calvert por lo presente es nombrado Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.0021 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) otros miembros a la Junta y procesará los resultados de la votación adelantada de acuerdo con dicho Código Electoral de Texas.

El Juez Presidente y Juez Alterno recibirán compensación de \$10.00 por hora. Los secretarios recibirán compensación de \$8.00 por hora. El Juez Presidente recibirá una cantidad adicional de \$25.00 por recoger los suministros electorales antes del día de elecciones y por devolver los suministros después de cerrarse los sitios de votación.

Dicha elección se efectuará de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en dicha elección.

El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de la sección 4.004, 83.010, 85.004, y 85.007 del Código Electoral, y todas las órdenes y decretos pertinentes a dicha elección serán emitidos por la autoridad apropiada. Los resultados de dicha elección se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Además se comprueba y determina que de acuerdo con la orden del cuerpo gubernamental, la Secretaria de la Ciudad habría de fijar el aviso de la fecha, lugar y tema de la reunión en el tablón de avisos ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al

público en general, y que dicho aviso se fijó y permaneció fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de dicha reunión. Una copia de dicho aviso fijado será adjuntado a los minutos de esta reunión y será parte de lo mismo para todos los efectos.

Esta Ordenanza será acumulativa de todas las provisiones de ordenanzas y del Código de Ordenanzas de la Ciudad de Bastrop, Texas, con sus enmiendas, excepto cuando las provisiones de esta Ordenanza sean directamente contrarias a las provisiones de tales ordenanzas y dicho Código, en cual caso las provisiones contrarias de tales ordenanzas y Código son por lo presente revocadas.

Por lo presente se declara que la intención del Consejo Municipal es que las frases, cláusulas, oraciones, párrafos, y secciones de esta Ordenanza son divisibles, y que si alguna frase, cláusula, oración, párrafo, y sección de esta Ordenanza llegara a declararse inconstitucional por un juicio valido o decreto de algún tribunal de jurisdicción competente, dicha inconstitucionalidad no afectaría ninguna de las restantes frases, cláusulas, oraciones, párrafos, y secciones de esta Ordenanza, ya que esta hubiera sido decretada por el Consejo Municipal sin la incorporación en esta Ordenanza de dicha frase, cláusula, oración, párrafo, o sección inconstitucional.

Una copia sustancial de esta Ordenanza será aviso apropiado de la Elección Especial. Dicho aviso, incluyendo una traducción al español de lo mismo, se fijará a no más tardar de veintiún (21) días antes de la elección, en el tablón de avisos usado para fijar avisos de las reuniones del Consejo Municipal y se publicará en el mismo día en cada una de dos semanas sucesivas, la primera de dichas publicaciones deberá ser antes del 14vo día anterior a la fecha de la elección, en un periódico de circulación general en la Ciudad de Bastrop, Texas.

Esta Ordenanza tendrá vigor y efecto desde el momento de su segunda y final lectura.

**LEIDA Y ACEPTADA en la primera lectura este día 9 de Agosto, 2016.**

**VOTADA A FAVOR, APROBADA, y ADOPTADA, este \_\_\_\_\_ día de Agosto 2016.**

\_\_\_\_\_  
Ken Kesselus, Alcalde

**CERTIFICO:**

\_\_\_\_\_  
Ann Franklin, Secretaria de la Ciudad

**BASTROP COUNTY  
EARLY VOTING LOCATIONS AND HOURS  
GENERAL ELECTION  
TUESDAY, NOVEMBER 8, 2016**



**EARLY VOTING LOCATIONS, DATES AND TIMES**



- ❖ Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Rm, Bastrop
- ❖ Smithville City Hall, 317 Main St., Smithville
- ❖ Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
- ❖ Elgin Public Library, 404 N. Main St., Elgin

**October 24 – November 4, 2016**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 8am – 5pm	28 8am – 5pm	29 8am – 5pm
	31 8am – 5pm	1 8am – 5pm	2 8am – 5pm	3 7am – 7pm	4 7am – 7pm	

**CONDADO DE BASTROP  
SITIOS DE VOTACIÓN ADELANTADA Y HORAS**

**ELECCIÓN GENERAL  
MARTES, 8 DE NOVIEMBRE, 2016**



**SITIOS DE VOTACIÓN ADELANTADA  
LUGARES, FECHAS, Y HORAS**

- ❖ Bastrop Courthouse Annex Bldg., 804 Pecan St., Salón de Conferencias, planta baja Bastrop
- ❖ Smithville City Hall, 317 Main St., Smithville
- ❖ Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
- ❖ Elgin Public Library, 404 N. Main St., Elgin

**24 de Octubre-4 de Noviembre, 2016**

DOMINGO	LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES	SÁBADO
	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 8am – 5pm	28 8am – 5pm	29 8am – 5pm
	31 8am – 5pm	1 8am – 5pm	2 8am – 5pm	3 7am – 7pm	4 7am – 7pm	

**CITY OF BASTROP NOVEMBER 8, 2016 SPECIAL ELECTION**

**ELECTION DAY POLLING LOCATIONS**

**POLLS OPEN 7:00 A.M. TO 7:00 P.M.**

**Precinct 1001**

Bastrop County WCID #2 Bldg  
106 Conference Dr., Bastrop

**Precinct 1003**

Bastrop Church of Christ  
287 Hwy 20, Bastrop

**Precinct 2011**

Bastrop Fire Department Station #3 (Circle D)  
926 FM 1441, Bastrop

**Precinct 1002**

First Baptist Church  
1201 Water St., Bastrop

**Precinct 2009**

Calvary Baptist Church  
3005 Loop 150 E, Bastrop

**ELECCIÓN ESPECIAL, 8 DE NOVIEMBRE, CIUDAD DE BASTROP**

**SITIOS DE VOTACIÓN-DÍA DE ELECCIONES**

**SITIOS DE VOTACIÓN ABIERTOS 7:00 A.M. A 7:00 P.M.**

**Precinto 1001**

Bastrop County WCID #2 Bldg  
106 Conference Dr., Bastrop

**Precinto 1003**

Bastrop Church of Christ  
287 Hwy 20, Bastrop

**Precinto 2011**

Bastrop Fire Department Station #3 (Circle D)  
926 FM 1441, Bastrop

**Precinto 1002**

First Baptist Church  
1201 Water St., Bastrop

**Precinto 2009**

Calvary Baptist Church  
3005 Loop 150 E, Bastrop

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **APPROVAL OF A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE NOVEMBER 8, 2016 ELECTION.**

2. Party Making Request: **City Secretary, Ann Franklin**

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:	<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. Motion Requested: **Approval of contract between the Elections Administrator of Bastrop County and the City of Bastrop for the November Election.**



**CONTRACT FOR ELECTION SERVICES  
AND  
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BASTROP**       §

This Contract for Election Services and Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“**ADMINISTRATOR**”), and the CITY OF BASTROP (the “**CITY**”), a political subdivision of the State of Texas , individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

**RECITALS**

**WHEREAS**, the CITY and the COUNTY each expect to call an election to be held on November 8, 2016; and

**WHEREAS**, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

**WHEREAS**, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

**WHEREAS**, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 8, 2016, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

**ARTICLE II  
JOINT ELECTION**

2.01 The COUNTY and the CITY agree to conduct their respective November 8, 2016 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY’S Election Officer and Early Voting Clerk to conduct the CITY’S November 8, 2016 election. As CITY’S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY’S November 8, 2016 election in compliance with all applicable law, as provided in Article III hereof.

**ARTICLE III  
ELECTION SERVICES**

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 8, 2016 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the District for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINSTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY

in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S AutoMARK voting system;

(P) Serve as “regular early voting clerk” for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

#### **ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES**

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

#### **ARTICLE V SERVICES NOT PROVIDED BY COUNTY**

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

(C) preparing the text for the CITY’S official ballot in English and Spanish, or other languages as required by law;

(D) on before August 23, 2016, providing ADMINISTRATOR with a copy of a

document showing the propositions/places that are to appear on the official ballot for the CITY;

- (E) conducting the official canvass of the CITY'S election;
- (F) having a CITY representative serve as the custodian of its election records; and
- (G) filing the CITY'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

## **ARTICLE VI TERM**

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

## **ARTICLE VII COST OF SERVICE AND BILLING**

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S

certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

## ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 8, 2016.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 8, 2016 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be

held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

**CITY:**

Ken Kesselus  
Mayor  
City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602  
Tel: (512) 332-8800  
Fax: (512) 332-8819

**COUNTY and ADMINISTRATOR:**

Bridgette Escobedo  
Elections Administrator  
Bastrop County  
804 Pecan Street  
Bastrop, TX 78602  
Tel: (512) 581-7160  
Fax: (512) 581-4260

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the \_\_\_\_ day of August, 2016.

**COUNTY:**

BY: \_\_\_\_\_

Paul Pape  
County Judge  
Bastrop County, Texas

**ADMINISTRATOR:**

BY: \_\_\_\_\_

Bridgette Escobedo  
Elections Administrator  
Bastrop County, Texas

**CITY:**

BY: \_\_\_\_\_

Ken Kesselus  
Mayor  
City of Bastrop  
Bastrop, Texas

## EXHIBIT "A"

### ESTIMATED COST FOR CITY OF BASTROP

<b>Election Expenses</b>	<b>\$ 6,338.38</b>
<b>Election Kits &amp; other precinct supplies</b>	<b>\$ 200.00</b>
<b>SUBTOTAL</b>	<b>\$ 6,538.38</b>
<b>10% ADMINISTRATIVE FEE</b>	<b><u>\$ 653.84</u></b>
<b>TOTAL</b>	<b><u>\$ 7,192.22</u></b>



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING POSTPONEMENT OF PROCESS TO CREATE A CHARTER REVIEW COMMITTEE AS A RESULT OF THE SUCCESSFUL FILING OF A PETITION TO CAUSE A CHARTER AMENDMENT ELECTION IN NOVEMBER THEREBY PROHIBIT ANY FUTURE SUCH ELECTIONS PRIOR TO NOVEMBER 2018, WHICH IF PASSED BY THE VOTERS WILL LEAVE THEREBY.**

2. Party Making Request: **Mayor Kesselus**

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

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. Motion Requested:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: AUG 2, 2016

MEETING DATE: AUG 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS: REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES," BY: AMENDING SECTION 13.02.008 "BILLING; DISCONTINUANCE OF SERVICE" BY ADDING SUBSECTION 13.02.008(b) "AVERAGE MONTHLY PAYMENT PLAN" AND BY AMENDING SECTION 13.07.005 BY ADDING SUBSECTION 13.07.005(h) "AVERAGE MONTHLY PAYMENT PLAN" AND PROVIDING AN EFFECTIVE DATE**

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

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

**This ordinance provides an option for utility customers to apply to participate in the Average Monthly Payment (AMP) Plan. The AMP plan is an optional billing plan designed to make monthly bills more uniform throughout the year. The customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis.**

4. Policy Implication:

5. Budgeted:  Yes  No  N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

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

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation: Staff recommends approval of the recommended changes to the Ordinance

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: Approval of Ordinance

**ORDINANCE NO. 17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:  
REVISING THE CITY CODE OF ORDINANCES, CHAPTER 13, "UTILITIES," BY:  
AMENDING SECTION 13.02.008 "BILLING; DISCONTINUANCE OF SERVICE" BY  
ADDING SUBSECTION 13.02.008(b) "AVERAGE MONTHLY PAYMENT PLAN" AND  
BY AMENDING SECTION 13.07.005 BY ADDING SUBSECTION 13.07.005(h)  
"AVERAGE MONTHLY PAYMENT PLAN" AND PROVIDING AN EFFECTIVE  
DATE.**

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**WHEREAS**, the City of Bastrop is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

**WHEREAS**, the City Council of the City of Bastrop, Texas has determined that providing for an Average Monthly Payment Plan alternative billing would give residential utility customers an option for a more uniform monthly bill throughout the year; and

**WHEREAS**, the City Council of the City of Bastrop determined that Sec. 13.02.008 "Billing; discontinuance of service" and Sec. 13.07.005 "Billing and terms of service" should be revised to add the option for Average Monthly Payment Plan for Residential Customers,

**WHEREAS**, in order to enact these revisions, it is necessary to amend the Bastrop Code of Ordinances as shown below.

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

**PART 1:** That Sec. 13.02.008 "Billing; discontinuance of service" of the Code of Ordinances of the City of Bastrop, Texas is hereby amended, and a new Sec. 13.02.008(b) is added, to read as follows:

**Sec. 13.02.008 Billing; discontinuance of service**

(a) All charges provided for in the above schedules shall be due and payable within ten (10) days from date of bill. After providing notice to the customer and an opportunity to make payment, service to any customer may be discontinued and a penalty of 10% assessed to the amount of the bill for failure to pay within ten (10) days. A service charge fee is to be added for reconnection. Any customer who reconnects his own meter after services have been discontinued for nonpayment will have his meter removed by the city. A reset fee, as provided for in section A13.02.008 of the fee schedule in appendix A to this code, in addition to the charges set forth above, must be paid before service will be resumed.

(b) Average Monthly Payment Plan

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

#### B. Eligibility

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12-month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

#### C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.

F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C (2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

**PART 2:** That Sec. 13.07.005 “Billing and terms of service” of the Code of Ordinances of the City of Bastrop, Texas are hereby amended and a new subsection 13.07.005(h) “Average Monthly Payment Plan” be added, to read as follows:

## Sec. 13.07.005 Billing and term of service

*[subsections (a) through (g) no changes necessary]*

### **(h) Average Monthly Payment Plan**

A. A Customer may apply to participate in the Average Monthly Payment Plan, an optional billing plan designed to make monthly bills more uniform throughout the year. Under this plan, the customer will be charged each month for actual consumption, including any adjustments, but the Average Monthly Payment amount due will be computed based on the average of bills for the most recent 12 months (to include the current month bill) on a continuing basis. It is not intended to be used to defer payment of delinquent bills.

#### B. Eligibility

(1) An applicant for the Average Monthly Payment plan must meet certain qualifications to be eligible for the program. All applications are subject to city approval. The Average Monthly Payment plan will be available only to residential customers. Customers with only one type of service, such as just electric or just water, will also be eligible to participate. If a customer receives all available utilities, then the plan must apply to each and all services.

(2) Customers must have a minimum of 12 months of continuous service with the city utilities to be eligible. This may have been attained at one or more address within the city's service area and applies only to the customer's primary residence. A customer transferring from one address to another may continue to participate.

(3) Customers must not have been disconnected for non-payment during the preceding 12 months. Applicants must have a good utility payment history with no more than two penalties, no returned checks or bank drafts in the previous 12 months and no previous balance on their account. They must also not be facing or subject to bankruptcy.

(4) A Customer Average Monthly Payment Plan Application shall be signed and the following guidelines shall be implemented. A Customer must participate in the Average Monthly Payment plan for a period of 12 months following date of registration. A Customer whose service is discontinued for non-payment of bill, or who fails to make any two payments by the fifteenth of the month within any 12-month period, or has a Non-Sufficient Funds returned item will be taken off the program. Any amounts due will be subject to immediate collection. Such Customers may then become eligible for re-enrollment after establishing a good payment history for a minimum of 12 successive months.

(5) A customer who terminates service(s) entirely and reconnects at a future date is also ineligible for re-enrollment in the Average Monthly Payment plan for a minimum of 12 months.

### C. Method of Billing.

(1) The monthly bill will be based on the average of the most recent 12 months of billing. The bill will not be a fixed amount but will be computed on a running average. The current month will be averaged with the prior 11 months, and the oldest month will be dropped from the calculation. The average monthly amount will usually be either higher or lower than the actual bill. This method of billing will result in an accumulated debit or credit on the customer's account on some months.

(2) No interest will be charged on any account debit balance accrued under Average Monthly Payment, or will interest be paid on any account credit balance accrued under Average Monthly Payment.

(3) Customers who discontinue Average Monthly Payment at any time or for any reason will have their account adjusted as described in division C(2) above at the time Average Monthly Payment is stopped.

(4) Finalized accounts (terminating and not involving transfer of service) reflecting a credit balance will have the amount credited against the final bill. If the credit balance is larger than the final bill, a refund check will be issued to the customer for the difference. If a finalized account reflects a debit balance, this amount as well as any other charges owed by the customer will be due and payable immediately to the city.

(5) Under no circumstances will any accumulated credit be used to reduce a customer's bill unless participation is discontinued.

(6) The city will continue to read the meter(s) each month and will provide full information on the billing. Monthly bills will show the actual consumption, the regular itemized charges computed on the actual consumption and the total payment due under average billing.

(7) Utility rates are not changed for Average Monthly Payment, but it allows a customer to pay approximately the same amount each month rather than more in high usage months and less in low usage months.

D. If utility rates are changed at any time, the new rates will be factored into the billing and may cause an adjustment to the average monthly bill payment due.

E. Enrollment period for applications to participate in the Average Monthly Payment plan shall be October. Eligible customers will be given the opportunity to enroll only during this month. Terms of agreement and the application form will be furnished by the city. An application must be received by the city prior to the last business day of the enrollment period.

F. If a customer who is on the Average Monthly Payment plan experiences a rate classification change, such as from residential to commercial or industrial, they will be discontinued in the program as Average Monthly Payment applies only to the single residential service. The account will then be adjusted as described in division C (2). No cash refunds will be made for any credit accrued unless the customer discontinues receiving service under said account and the account is finalized.

G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and polices established by the city as regular utility customer accounts.

**PART 3:** That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting water and/or electrical billing, rates and charges of the City of Bastrop that 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 4:** This Ordinance shall take effect as of October 1, 2016 in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ AND ACKNOWLEDGED on FIRST READING on the 9th day of August, 2016.

READ AND APPROVED on SECOND READING on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

APPROVED:

\_\_\_\_\_  
Kenneth W. Kesselus, Mayor

ATTEST:

\_\_\_\_\_  
Ann Franklin, City Secretary



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: Aug 2, 2016  
MEETING DATE: Aug 9, 2016

1. Agenda Item: **Consideration, discussion and possible action on a variance request submitted by owner (and family members) of the cemetery plots legally described as being Block 1, Section 2, Lots 98 & 98A to allow the placement of polished pebbles (over commercial weed control fabric) as prohibited in City of Bastrop Ordinance No. 2009-31, Section 15.15 (e) Prohibited Activities.**

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

3. Nature of Request: (Brief Overview) Attachments: Yes  No   
**The family of Alex Silva placed polished pebbles over commercial weed control fabric over the cemetery plot of Alex Silva. This is a violation of City Ordinance No. 2009-31. The work was done without notice and when it was discovered, a letter was sent to the plot owner. Subsequently, the Silvas requested a variance to the ordinance to allow the stones and fabric to remain in place. This was heard and denied by the Fairview Cemetery Advisory Board on 7/20/16.**

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: **Uphold the Advisory Board's recommendation of denial of the variance request.**

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested: Denial of variance request.

To: Michael H. Talbot

City Manger

PO Box 427

Bastrop, Texas 78602

May 23, 2016 16,

Dear Mr. Talbot,

This proposal letter is to request a Variance for Burial sites at Fairview Cemetery. The burial lots that I am referring to are located at block 1 section 2-A, lot 98A& 98B in Bastrop. The Variance requested is relatively minor, and as shown below.

The petitioner requests a Variance allowing the placement of Rain Forest grade A polished pebble on the burial plots referenced above. In placing these materials, the petitioner will place first Landmaster commercial weed control fabric. Then the pebbles will be placed on top of the commercial fabric. The use of these types of materials will not only beautify the plots but are very low in maintenance for both the grieving family and the City. These plots will not require watering or mowing and therefore whenever the family visits Alex Silva's grave it will be a place to spend time reflecting and will be beautiful to look at.

It is the absolutely our intent to use the burial plots that we have purchased in a manner that not only honors our love ones but also adds to the beauty of Fairview.

When read over the ordinance NO. 2009-31 we clearly did not interpret Section 15.15 to mean that placing our pebbles over our love one's plot would be a prohibited activity. It was not until we received a letter from the City on May 10, 2016 that we became aware of the matter. We would like to express our deep apologies for not being able to clearly interpret the ordinance.

Granting the proposed Variance (allowing the pebbles to remain on the plot of our love one) will allow a family to provide the landscape in a far more attractive and harmonious manner.

Respectful Submitted by

Shakeal M. Silva

Thomas & Tresha Silva

*Tresha Silva*





ROY W. HOWELL  
US NAVY  
VIETNAM  
17 DEC 10 2006

Gross will be killed,  
Plastic placed,  
Rock chips placed.



Jerry & Nancy Howell ↔ parents ROGERS  
Please allow us to cover our  
grave site to match our parents  
Nancy Jane Howell

**STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: AUG 2, 2016

MEETING DATE: AUG 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE FIRST READING OF A PROPOSED ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BASTROP TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

4. Policy Implication:

These budget amendments do not increase the budget appropriations for Fiscal Year 2016. 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. Motion Requested: **Make a motion to Approve the first reading of an ordinance to amended the FY2016 budget as presented**

**ORDINANCE NO. 2016-18**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2016 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 2016; 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 2016, 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 2016; 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 9 day of August, 2016.

READ and ADOPTED on Second Reading on the 23 day of August, 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
Ken Kesselus, Mayor

\_\_\_\_\_  
Ann Franklin, City Secretary

**Exhibit "A"**

**City of Bastrop  
Memorandum**

**TO:** Mayor & City Council Members  
**FROM:** Tracy Waldron, Chief Financial Officer  
**SUBJECT:** Ordinance Amending FY 2016 Budget  
**DATE:** August 9, 2016

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**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 do not increase the budget appropriations for Fiscal Year 2016. Funds included in these amendments are detailed below:

- General Fund includes:
  - To increase budget revenue to account for projected amounts
  - To move from contingency in Organizational to Library department budget to fund unanticipated roof replacement
  - Transfer budgeted but unspent Capital Outlay funds into the Vehicle & Equipment Replacement fund to reserve for future equipment purchases
  - Account for insurance proceeds received and increase the budgets for the repairs/purchases were charged
  - To increase the budget for Legal expenses to the projected amount (It is important that we keep in mind the Inter-Local Agreement for the Pine Forest Litigation. Year-to-Date we have incurred approximately \$364,000 but the City's percentage of this total is only 5.6% or \$20,384. We are booking an accounts receivable and deferred income each year for the other Taxing Entities portion of this legal expense).



FY 2016  
BUDGET AMENDMENTS  
GENERAL FUND

Fund Balance as of 9-30-15	5,418,094
FY 2016 Budgeted Revenues	10,252,797
FY 2016 Budgeted Appropriations	(11,966,627)
2/2016 Budget Amendments (net)	(3,720)
3/2016 Budget Amendments (net)	(625,000)
4/2016 Budget Amendments (net)	(693,000)
8/2016 Budget Amendments (net)	0
Ending Fund Balance	<u>2,382,544</u>

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
New Revenues:				
			Increase	
			Increase	
			Increase	
			Increase	
Matching Revenues to Expenditures:				
	Neutral	33,000	Current Taxes M&O	101-00-00-4001
	Neutral	232,047	City Sales Tax	101-00-00-4006
	Neutral	75,000	Municipal Court Fines	101-00-00-4070
	Neutral	20,000	Interest Receipts	101-00-00-4400
	Neutral	50,000	Miscellaneous	101-00-00-4536
	Neutral	35,000	Insurance Proceeds	101-00-00-4537
	Neutral	60,000	Development Reimbursement	101-00-00-4543
		<u>505,047</u>		
Matching Expenditures to Revenues:				
	Neutral	(475,000)	Legal Services	101-02-00-5525
	Neutral	(88,000)	Building Improv	101-21-00-6050
	Neutral	90,000	Contingency	101-02-00-5900
	Neutral	(1,647)	Maint. Of Vehicle	101-11-00-5340
	Neutral	(30,400)	Patrol Vehicle	101-09-22-6123
	Neutral	120,000	Equipment	101-18-10-6010
	Neutral	(120,000)	Transfer out-Vehicle/Equipment repic fund	101-02-00-8130
	Neutral			
	Neutral			
New Expenditures:				
			Increase	
			Increase	
			Increase	
			Increase	
		<u>(505,047)</u>		
		0		

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION REGARDING XS RANCH / CITY OF BASTROP CONTRACT FOR WATER.**

2. Party Making Request: **Mayor Pro Tem DeLaRosa**

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:

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Motion Requested:



AGREE  
 201405874  
 84 PGS

**GROUNDWATER RIGHTS  
 PURCHASE AGREEMENT**

This Groundwater Rights Purchase Agreement (“Agreement”) is entered into between XS Water Company L.L.C., a Texas limited liability company, as Seller, and the City of Bastrop, a Texas Home Rule City, as Buyer, this 14 day of May, 2014 (the “Effective Date”).

RECITALS

Buyer is a supplier of potable water service to customers located in Bastrop County, Texas, pursuant to Certificate of Convenience and Necessity (“CCN”) No. 11198 issued by the Texas Commission on Environmental Quality (“TCEQ”).

Seller owns certain groundwater resources in the vicinity of Buyer’s CCN service area as described in those certain groundwater conveyance documents of record in the Official Records of Bastrop County in Document Nos. 200717416, 201109619, 201103068 and 201405530 (“Seller’s Total Groundwater Rights”). Buyer acknowledges it has received copies of said conveyance documents and that any subsequent sale by Seller of any portion of Seller’s Total Groundwater Rights is subject to the terms of such recorded conveyance documents. Seller’s Total Groundwater Rights pertain to the property described in **Exhibit “A”** hereto (the “Seller’s Total Groundwater Rights Property”). The Total Groundwater Rights Property is currently owned by Seller’s affiliate, XS Ranch Fund VI, LP (“XS Ranch”).

Buyer desires to purchase from Seller a portion of Seller’s Total Groundwater Rights sufficient to supply up to 3,000 acre-feet per year of groundwater from that part of Seller’s Total Groundwater Rights in the Simsboro Aquifer and the Alluvium Aquifer (collectively the “Aquifers”) (the “Groundwater Rights” as hereafter described) over that portion of Seller’s Total Groundwater Rights Property described in **Exhibit “B”** hereto (the “Groundwater Rights Property”) as currently required by rules of the Lost Pines Groundwater Conservation District (the “District”) to help meet the demands of Buyer’s customers in the Buyer’s Service Area and Seller is agreeable to reserving for, and selling to, Buyer the Groundwater Rights subject to the terms and conditions of this Agreement.

In addition, Buyer and Seller have agreed to terms related to the future purchase of an additional 3,000 acre feet per year of groundwater by the Buyer, as set forth in an Offer Letter dated April 10, 2014, from Coast Range Investments (affiliate of XS Ranch and Seller) and accepted by the City of Bastrop, a copy of which is attached as **Exhibit “C”** hereto, with such future groundwater option referred to therein as “Additional Water,” in the provisions set forth in Para. 3(2), *et seq.* (the “Additional Groundwater Rights”).

**1. Groundwater Rights.**

The Groundwater Rights to be conveyed hereunder are limited to (i) groundwater from the Aquifers, (ii) withdrawal of that groundwater from the Groundwater Rights Property; and (iii) groundwater produced pursuant to those two certain Groundwater wells described on **Exhibit “D,”** attached hereto, for Wells 1 and 2 and the associated permit applications which are currently on file with the District by Buyer and Seller.

## **2. Purchase of Groundwater Rights.**

2.1. On or before May 14, 2014, Buyer shall pay Seller \$2,000,000 for the transfer of the Groundwater Rights and the associated applications for Permits 1 and 2 which shall include the right to take up to, but not in excess of, 3,000 acre-feet of water per year, from the Aquifers underlying the Groundwater Rights Property. Upon payment by Buyer, Seller shall execute and deliver to Buyer a deed in the form of **Exhibit "E,"** attached hereto, conveying the Groundwater Rights and the Seller's interest in the applications for Permits 1 and 2, associated with the Groundwater Rights.

2.2. Seller and Buyer agree to the terms of the Offer for future Additional Water, which has been accepted by the Buyer, pursuant to the terms set forth in **Exhibit "C."**

2.3. Seller and the Buyer agree to cooperate in activities necessary to install a test well and/or monitoring well on the Groundwater Rights Property, to confirm the sustainability of wells for the production of the Additional Water (i.e., Permits and Wells 3 and 4 as shown on Exhibit "D"). If Buyer does not purchase the Additional Water pursuant to the terms set forth in **Exhibit "C,"** by January 1, 2016, Section 2.3 shall no longer apply and Buyer shall convey to Seller all rights, permits, properties, easements and improvements for the test well and/or monitoring well.

## **3. Reserved Groundwater Rights.**

3.1. Notwithstanding anything herein to the contrary, Seller reserves, and there shall be excepted from any conveyance of the Groundwater Rights to Buyer, any of Seller's Total Groundwater Rights not expressly conveyed hereunder including rights to produce groundwater (i) from aquifers or groundwater formations other than the Aquifers and (ii) (a) from the Aquifers to the extent Buyer does not purchase such rights as permitted hereunder, and (b) to the extent the Aquifers may extend to areas outside the Groundwater Rights Property.

3.2. Seller also reserves, and there shall be excepted from any conveyance of the Groundwater Rights to Buyer, all groundwater rights on behalf of Seller, or XS Ranch or individual land owners, lessees or tenants who succeed to Seller's or XS Ranch's interests in the Groundwater Rights Property for domestic, livestock, agricultural and environmental use for wells the Groundwater Rights Property producing water solely for domestic, livestock, agricultural and environmental mitigation uses in amounts not to exceed 25,000 gallons per day per domestic, livestock, agricultural and environmental use well and in accordance with the District's rules and regulations, as the same may be amended from time to time.

3.3. Seller agrees to allow the Buyer to use the Groundwater Rights Property and the Aquifers underlying same for Aquifer Storage and Recovery, as needed, for the benefit of the municipality, and in accord with the regulations of the Texas Commission on Environmental Quality ("TCEQ") and the District.

## **4. Conveyance of Permits 1 and 2 Well Site Tracts.**

Promptly after a request by Buyer, Seller (or its affiliate, XS Ranch) shall convey fee simple title and easements (subject to the Permitted Encumbrances) to Buyer for tracts of

sufficient area to comply with the TCEQ's and District's standards and regulations and for the infrastructure necessary to access the groundwater thereby conveyed to the Buyer, around each well authorized by Permits 1 and 2, after Permits 1 and 2 are transferred to Buyer by Seller, hereunder, including a site for well-related infrastructure and a groundwater storage tank near the well associated with Permit 1. Locations of such ancillary sites shall be subject to mutual agreement of the Parties. The conveyance shall be in the form of **Exhibit "F"** and shall also include, 30 foot wide temporary construction easements, a 20 foot wide non-exclusive permanent ingress/egress easement across the Groundwater Rights Property for road access to the subject well tract and well related infrastructure, and a 15 foot wide non-exclusive permanent pipeline easement for conveying groundwater from each well tract to a point on the east side of the Groundwater Rights Property (the "Easement Areas"). The location of such Easement Areas shall be subject to mutual agreement of the Parties, shall be reasonably convenient for construction, access and transmission of the groundwater by Seller to Seller's Service Area and shall not unreasonably interfere with development of the Groundwater Rights Property by XS Ranch or its successors in interest. Locations of the easement areas may be changed (i) by mutual agreement of the parties consistent with the criteria described in this section or (ii) by Seller or XS Ranch, in Seller's or XS Ranch's sole discretion and at Seller's or XS Ranch's sole expense (including the cost of relocating any of Buyer's facilities in said Easement Areas), if necessary to accommodate development of the Total Groundwater Rights Property by XS Ranch. The approximate area required for such infrastructure is generally depicted on attached **Exhibit "G."** The Buyer agrees that it will use commercially reasonable infrastructure components to minimize any adverse visual and auditory effects on the adjacent areas of Seller's Total Groundwater Rights Property, however the parties acknowledge and agree that this effort could be necessarily limited by unreasonable adverse negative financial impacts on the City.

**5. Warranty of Water Amount and Partial Warranty of Water Quality; Representations and Information.**

SELLER REPRESENTS TO THE BUYER THAT UNDER STANDARD PUMPING CONDITIONS BUYER WILL BE ABLE TO PRODUCE 3000 ACFT PER YEAR OF WATER FROM ONE OR TWO WELL SITES AT LEVELS OF QUALITY THAT MEET OR EXCEED TCEQ STANDARDS (EXCEPT FOR DISINFECTION) FOR MUNICIPAL WATER SUPPLY, FOR THE CITY OF BASTROP. THE TERM "STANDARD PUMPING CONDITIONS" IS DEFINED AS PRODUCTION OF UP TO A TOTAL OF 3,000 ACFT FROM UP TO TWO WELLS OVER A ONE-YEAR INTERVAL. THE INSTANTANEOUS PRODUCTION FROM EACH WELL IS LIMITED TO A MAXIMUM OF 1,500 GALLONS PER MINUTE. THIS REPRESENTATION IS VOID AND OF NO FURTHER EFFECT IF IT IS DETERMINED THAT THE WATER QUALITY OR QUANTITY HAS BEEN ALTERED, CHANGED OR FOUND DIFFERENT THAN REPRESENTED BECAUSE OF INFLUENCES NOT UNDER THE CONTROL OF THE SELLER INCLUDING BUT NOT LIMITED TO, OTHER DRILLING ACTIVITY, MINING ACTIVITY, UNREPORTED WATER WELL PRODUCTION, REGULATORY CHANGES, GEOLOGICAL SHIFTS AND/OR ACTS OF GOD. THIS REPRESENTATION SHALL BE VOID 365 DAYS AFTER BUYER HAS RECEIVED APPROVAL FROM TCEQ THAT THE WELLS MAY BE USED AS A MUNICIPAL WATER SUPPLY. IF IT IS REASONABLY DETERMINED BY BUYER THAT THE WATER DOES NOT MEET

**THIS REPRESENTED STANDARD, BUYER'S SOLE RECOURSE SHALL BE TO REQUEST THE RETURN OF THE TWO MILLION DOLLARS PAID BY BUYER UNDER THIS AGREEMENT ("THE PURCHASE AMOUNT"). THE PURCHASE AMOUNT IS DEEMED TO BE LIQUIDATED DAMAGES, AND BUYER SHALL HAVE NO OTHER REMEDY AGAINST SELLER. AT THE TIME SELLER RETURNS THE PURCHASE AMOUNT, BUYER WILL CONVEY TO SELLER ALL RIGHTS, PERMITS, PROPERTIES, EASEMENTS AND IMPROVEMENTS ON OR IN THE SELLER'S TOTAL GROUNDWATER RIGHTS PERTAINING TO THE PROPERTY DESCRIBED IN EXHIBIT "A". SUCH CONVEYANCE SHALL BE IN THE SAME FORM AND MANNER AS SELLER'S CONVEYANCE TO BUYER AND SHALL BE SUBJECT ONLY TO THE SAME EXCEPTIONS EXISTING AS OF THE DATE OF CONVEYANCE TO BUYER.**

Further, Buyer has had the opportunity to perform all necessary due diligence to confirm the status of the Groundwater Rights. The Seller has provided copies of all ground water studies conducted by the Seller.

**6. Groundwater District.**

6.1. Seller and Buyer agree that certain "Memorandum of Understanding Regarding Water Supply Agreement", as amended (the "MOU") currently in effect between Seller and Buyer is hereby terminated. Seller will transfer any interest in the applications currently on file with the District for Permits 1 and 2 and Buyer will pay all costs of obtaining the permits for Permits 1 and 2; however, XS Ranch and Seller agree to continue to cooperate, as reasonably appropriate, with the Buyer in obtaining the permits from the District. Upon Buyer purchasing the Additional Water pursuant to the terms set forth in **Exhibit "C,"** Seller will transfer any interest in the applications currently on file with the District for Permits 3 and 4 and Buyer will pay all costs of obtaining the permits for Permits 3 and 4; however, XS Ranch and Seller agree to continue to cooperate, as reasonably appropriate, with the Buyer in obtaining the permits from the District.

6.2. Seller and Buyer shall cooperate to initiate and prosecute any proceedings relating to the Groundwater Rights as may be necessary or useful for the protection of the Groundwater Rights, including but not limited to (i) obtaining Permits 1, 2, 3 and 4 from the District, (ii) contesting the validity or amount of fees assessed to or levied upon the Groundwater Rights, or (iii) protecting, defending, and/or preserving the rights to withdraw groundwater from the Simsboro Aquifer by each party as contemplated herein.

6.3 The Parties agree that if, despite all best, reasonable and cooperative efforts by the Parties, production Permits for a minimum quantity of 1,500 ac.ft., are not issued to the Buyer by the District on or before June 30, 2016, the Buyer is entitled to request and Seller is then required to reimburse to the Buyer, within ninety (90) days of its written request for same, fifty percent (50%) of the purchase amount paid to Seller by the Buyer for the Groundwater Rights, subject to the following:

- a. If the Parties agree that progress has been made toward the permitting by June 30, 2016, but more time is required to obtain the permits, an

automatic extension of this deadline to June 30, 2017, will be implemented.

- b. In the event that the Buyer is issued permits for amounts less than a total of 1,500 ac. ft., then any reimbursement to the Buyer by Seller as per Section 6.3, will be in a pro-rated amount. By way of example, if the District ultimately issues permits to the Buyer for a total of 1,400 ac.ft., Seller will retain \$1,866,677 of the \$2,000,000 paid by the Buyer for the first 3000 ac. ft. (i.e., 93.3%), and the Buyer will have the right to receive a pro-rated reimbursement of \$133,333 (i.e., 6.7%).
- c. At such time as the District has issued permits to the Buyer in the total amount of 1,500 ac.ft., then Section 6.3 shall no longer apply.

**7. Seller's Representations.** Seller makes the following representations, warranties and covenants, as of the date of this Agreement, and any obligation of Buyer to pay for any portion of the Groundwater Rights shall be conditioned on the same continuing to be true as of the date of each transfer of any portion of the Groundwater Rights.

7.1. No Condemnation. Other than the pending applications for the Permits, there are no pending or threatened condemnation or similar proceedings, zoning changes or governmental assessments affecting the Groundwater Rights or any part thereof nor are any such proceedings or assessments contemplated by any governmental authority.

7.2. No Lawsuits. Other than the pending applications for the Permits, there are no pending or threatened lawsuits by adjoining landowners or others affecting the Groundwater Rights.

7.3. Title. Seller has good and marketable title to the Groundwater Rights, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except for (i) those that are filed of record and affect the Groundwater Rights and (ii) that a true and current survey would reveal (the "Permitted Encumbrances"). Seller will provide Buyer with a copy of a title report related to the Groundwater Rights and the Groundwater Rights Property at the time of execution hereof and Seller's obligation to close on the purchase of the Groundwater Rights is conditioned on Seller's acceptance of such Permitted Encumbrances.

7.4. No Unpaid Bills. There will be no unpaid bills or claims in connection with any work performed or material furnished relating to the Groundwater Rights.

7.5. Authority of Seller. Seller is a validly existing business entity duly formed and authorized to do all things required of it under the terms of this Agreement. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller. Further, Seller represents that the signatory hereto is authorized to fully bind the Seller to all terms contained herein.

7.6. No Violations. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument or obligation which Seller is a party to and by which the Groundwater Rights or any portion thereof is bound.

7.7. No Adverse Information. To the best of Seller's knowledge, other than the pending applications for the Permits, there is no (a) change contemplated in any applicable laws, ordinances or restrictions, (b) judicial or administrative action, (c) or (c) natural or artificial conditions upon the Groundwater Rights Property, which would have a material adverse effect upon the Groundwater Rights.

7.8. No Existing Leases, Contracts or Options. Other than Seller or as evidenced in the Permitted Encumbrances, there are no parties presently in possession of the Groundwater Rights or having any rights to possession of the Groundwater Rights or to use water withdrawn pursuant to the Groundwater Rights (either present rights or rights in the future) and further there are no parties having an option or options to acquire all or any part of the Groundwater Rights, or contract or contracts to purchase all or any portion of the Groundwater Rights.

7.9. Compliance with Laws. Seller warrants and represents to the best of Seller's knowledge that it has at all times operated in compliance with all applicable federal, state and local laws, regulations, and ordinances regarding the Groundwater Rights. Seller shall promptly notify Buyer of any noncompliance notice relating thereto.

**8. Buyer's Representations.** Buyer makes the following representations, warranties, covenants, as of the date of this Agreement, all of which shall be true as of the date of each transfer of Groundwater Rights:

8.1. Authority of Buyer. Buyer represents as follows:

- (a) each of the persons executing this Agreement on behalf of the Buyer is duly authorized to do so;
- (b) the Buyer has full right and authority as a home rule city to enter into this Agreement and to consummate the transaction described in this Agreement;
- (c) this Agreement constitutes the valid and legally binding obligation of the Buyer and is enforceable against the Buyer in accordance with its terms; and
- (d) the Buyer will not enter into any other agreements that will impair its ability to comply with its obligations under this Agreement.

8.2. No Violations. The execution by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby will not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both will ripen into a default under any contract, agreement, or legal obligation which Buyer is a party to or by which it is bound.



**9. Real Estate Commission.** Buyer and Seller each represent to the other that there are no real estate agents or brokers entitled to a commission in connection with this purchase and sale of the Groundwater Rights.

**10. Backup Water Service for XS Ranch MUD.**

The XS Ranch Municipal Utility District (the "XS Ranch MUD") includes, or is contemplated to include, and will provide retail water service to, most or all of the Seller's Total Groundwater Rights Property. XS Ranch MUD is currently provided with potable water on a wholesale basis by Aqua Water Supply Corporation ("Aqua"). In the event that for whatever reason, Aqua fails to provide sufficient potable water to meet the needs of XS Ranch MUD, Buyer agrees that, to the extent that excess water is available beyond that necessary to meet the needs of the municipality and its customers, determined in the sole discretion of the Buyer, the Buyer will agree to provide potable water service to XS Ranch MUD, unless otherwise agreed upon by the Buyer, at a just, reasonable and non-discriminatory rate then-prevailing for sales of potable water by Buyer to its other customers, subject to (i) Seller providing prior written notice to Buyer specifying the amount of water needed, and (ii) Seller and Buyer cooperating to obtain any necessary regulatory approvals, if any, and Seller and Buyer identifying and/or constructing any required facilities under the then-prevailing policies of Buyer. In addition, the Parties agree that if the needs and supply of the Buyer and XS Ranch MUD are altered, over time, then the Parties agree to work cooperative to address same.

**11. Dispute Resolution.** The Parties agree to attempt first to resolve disputes concerning this Agreement amicably, by promptly entering into negotiations in good faith. The Parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner. If any dispute cannot be resolved through good faith negotiation, then the Parties shall endeavor to resolve the dispute by non-binding mediation, as provided herein.

In the event that a dispute is not resolved as a result of such negotiations, either Party may at any time give formal written notice to the other of a "claim." A "claim" as used herein means a demand or assertion by one of the Parties (the "claimant") seeking, as a matter of right, adjustment or interpretation of contract terms, the payment of money, an extension of time for performance or other relief with respect to the terms of this Agreement or any other dispute or matter in question among the parties arising out of or related to this Agreement. Such notice shall be in writing. After such notice is given, the dispute resolution procedure provided for below shall immediately enter into effect. The claimant shall continue with performance under this Agreement, pending results of the mediation of the dispute.

Promptly following the making of a written claim by any Party, the Parties will consult with one another to agree on the appointment of a mediator, then any Party may request the appointment of a mediator by the Center for Public Policy Dispute Resolution at the University of Texas at Austin School of Law. The Parties shall endeavor to secure such appointment from the Center for Public Policy Dispute Resolution within ten (10) business days after the request for same is made. The Parties agree to utilize the mediator appointed by the Center unless they ultimately reach agreement

The Parties agree to the following stipulations concerning the conduct of the non-binding mediation:

(a) The mediator shall be impartial among the Parties and shall have no conflict of interest.

(b) The mediator shall not have any past, present or anticipated financial interest in the Agreement or the Groundwater Rights except for the payment for services as mediator nor shall the mediator have been previously employed or acted as a consultant, attorney, employee, engineer, architect, contractor or subcontractor of any Party nor have any present or anticipated future engagement of the kind described. Before the engagement of the mediator is finalized, the mediator shall provide to the Parties a disclosure statement containing a resume of experience, a description of past, present or anticipated future relationships to the Groundwater Rights and the Parties, their engineers, contractors, subcontractors, attorneys, architects or consultants.

(c) The mediation shall be held at a time and location mutually agreeable to the Parties and the mediator provided, however, that the mediation shall commence no later than forty-five (45) business days following the confirmation of appointment.

(d) At least five (5) business days prior to the mediation, the claimant shall submit to the Parties and the mediator a statement of the claimant's position, the issues that need to be resolved and a summary of the arguments supporting the claimant's position. At least two (2) business days prior to the mediation, the responding Parties shall submit their written response to the claimant's statement and provide a summary of their arguments in response.

(e) If the Parties agree that independent expert or technical advice would be helpful in facilitating a negotiated resolution of the dispute, the mediator may make arrangements to obtain such advice, and may, with the agreement of the Parties, make arrangements for an independent expert to render a non-binding advisory opinion with respect to any technical matters in dispute after hearing the contentions of the Parties with respect thereto. The expenses of obtaining such independent advice or advisory opinion shall be borne equally by the Parties.

(f) No Party shall engage in any private interview, discussion or argument with the mediator concerning the subject matter of the mediation.

(g) The fees of the mediator and any other costs of administering the mediation shall be borne equally by the Parties unless otherwise agreed among them in writing.

(h) The mediator may promote settlement in any manner the mediator believes appropriate at one or several mediation sessions as agreed to by the Parties. The mediation shall continue only so long as desired by the Parties and with the consent of all of them.

(i) Mediation sessions shall be private unless otherwise required by law. Persons other than the representatives of the Parties may attend mediation sessions only with the permission of all Parties and the consent of the mediator.

(j) All communications made in the course of the mediation process including any advice or advisory opinions rendered shall be confidential in accordance with V.T.C.A. Civil Practice and Remedies Code, Section 154.073, and other applicable State law.

Notwithstanding the foregoing provisions of this paragraph, the parties agree that those provisions shall not be applicable in emergency situations.

**12. Notices.** Any notices to be given hereunder shall be given by (i) placing the notice in the United States mail, certified or registered, return receipt requested, properly stamped, (ii) fax transmission, (iii) overnight delivery service, or (iv) personal delivery, in each case addressed to the location shown below or such other addresses as the respective party may direct in writing to the other. If copies are required to be delivered to other parties, the delivery to such parties need not be made to make the delivery of notice to the Buyer or Seller (as the case may be) effective. Such notice shall be deemed effective (i) upon such placing in the mails when delivered by U.S. Mail service, (ii) upon confirmation of the completion of the fax (electronic or otherwise) when delivered by fax, (iii) on the next business day following delivery to an overnight delivery service, or (iv) upon such personal delivery:

Seller: XS WATER COMPANY, L.L.C., a Texas  
limited liability company  
818 Sayers Road  
Bastrop, TX 78602

with copy to: Freeman & Corbett  
Attn: Ronald J. Freeman  
8500 Bluffstone Cove  
Suite B-104  
Austin, Texas 78759

Buyer: City of Bastrop  
1311 Chestnut Street  
P.O. Box 427  
Bastrop, Texas 78602  
Attn: Office of the City Manager

with copy to: Jo-Christy Brown City Attorney  
1411 West Ave., Suite 100  
Austin, TX 78701

and to others, as agreed.

**13. Assignability of Agreement.** Buyer and Seller shall each have the right to assign this Agreement only with the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned.

**14. Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be enforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby; provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

**15. Force Majeure.** If either Party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Agreement, other than the obligation to pay monies to the other party as provided herein, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at all earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch, and shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.

**16. Further Assurances.** Seller and Buyer shall execute and deliver to the other any other document or instrument and will take any further acts which are necessary or useful to fully carry out the transactions evidenced by this Agreement.

**17. Entire Agreement.** This Agreement contains all agreements between the Parties hereto and any agreement not contained herein shall not be recognized by the Parties.

**18. Captions.** The captions used herein are for convenience only and shall not be used to construe this Agreement. Words of gender shall be construed to include any other gender, and words in the singular number shall include the plural and vice versa unless the context requires otherwise.

**19. Governing Law.** This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Bastrop County, Texas.

**20. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**21. Time of Essence.** Time is of the essence in the performance of the terms of this Agreement.

EXECUTED by Seller this 14 day of May, 2014.

**SELLER:**

XS WATER COMPANY, L.L.C.

By: 

EXECUTED by Buyer this 14 day of May, 2014.

**BUYER:**

THE CITY OF BASTROP

By: Michael H. Talbot

STATE OF Texas

COUNTY OF Bastrop

This instrument was acknowledged before me on the 14<sup>TH</sup> day of MAY, 2014, by

James P. Foster, Manager of Coast Range Investments, LLC, general partner of XS Ranch VI Manager, LP, general partner of XS Ranch VI Manager, LP, general partner of XS RANCH FUND VI, LP, a Delaware limited partnership, on behalf of said company and limited partnerships AND Michael H. Talbot, City Manager for the City of Bastrop, A Municipality in the State of Texas.

Traci H Chavez

Notary Public State of Texas



STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF DANIEL DUCLOUX TO PLACE 8 ON THE PARKS BOARD/PUBLIC TREE ADVISORY BOARD WITH A TERM OF 2016-2018.**

2. Party Making Request: **Mayor Kesselus**

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

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. Motion Requested: **Approval of appointment of Daniel Ducloux to the Parks Board/Public Tree Advisory Board.**



# CITY OF BASTROP

City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 (512) 332-8800  
<http://www.cityofbastrop.org>

## Application for City Board/Commission/Committee Please Print or Type Clearly.

New Appointment:

Request for Re-Appointment:

### SECTION A: APPLICANT INFORMATION

Last Name <b>Daniel</b>		First <b>Ducloux</b>	Middle <b>Xavier</b>
Street Address <b>408 Cedar St</b>		Mailing Address	
Apt/Unit #	City <b>Bastrop</b>	State <b>TX</b>	ZIP Code <b>78602</b>
Phone <b>(512) 913-3126</b>		E-mail Address <b>danielducloux@gmail.com</b>	
Date Available <b>8/4</b>	I have lived in Bastrop <b>29</b> years.	Place of Employment <b>self employed</b>	
Have you filed an application here before? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		If so, when?	
Have you ever been convicted of a crime? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		If so, when?	
Do you reside within the City Limits of Bastrop? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Currently Employed YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

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

### SECTION B: REFERENCES

Please list three professional references.

Full Name <b>Phillip Cole</b>	Relationship <b>Pastor</b>
Company <b>River Valley</b>	Phone <b>(512) 629-7997</b>
Full Name <b>Rick Hyatt</b>	Relationship <b>Mentor</b>
Company <b>BCOC</b>	Phone <b>(512) 913-3397</b>
Full Name <b>Benjamin Zuniga</b>	Relationship <b>CO-WORKER</b>
Company <b>Larryland Music</b>	Phone <b>(512) 308-2654</b>

### SECTION C: ADDITIONAL INFORMATION

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

**yes, but am officially resigning from BOA today**

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

**I am a responsible life-long resident.**

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

**I have desire to help keep our city beautiful.**



**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

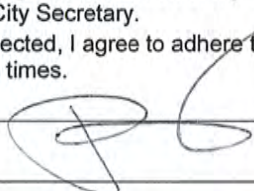
Please indicate the Boards, Commissions or Committees you are interested in serving. List in order of preference.

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

**DISCLAIMER AND SIGNATURE**

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

Signature



Date

8/4/16

**WRITTEN NOTICE**

A hardcopy of this application with the original signature must be printed and mailed to be officially accepted for a board/commission/committee. Please return by mail or in person to:

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

**OFFICE USE ONLY**

Date Application Received:	8/14/16	Application Received by:	Anna Franklin
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

**PARKS BOARD**

**PUBLIC TREE ADVISORY BOARD**

Parks Board members are tasked with assisting and advising the City Council and City Manager in recommending future improvement and development of public parks, playgrounds and recreational facilities, including the purchase of land and the maintenance, use and care of same for the public welfare. Parks Board members also serve on the Public Tree Advisory Board, which is tasked with the promotion of healthy trees on public property, reviewing City department and public concerns related to tree care on the City's public property, and developing public awareness and education programs relating to trees in the City.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes No

- I work for or own, or one of my relatives\* works for or owns, a company that has a financial interest in and/or provides goods or services to City parks, playgrounds, and/or recreational facilities.

Who: HT Fitness Relationship: employee

Position held: Personal trainer How long employed: 1 year

- I have, or one of my relatives\* has, an interest in real property that is connected to or otherwise near or adjacent to, or that is potentially related to the City's current or planned City parks, playgrounds or recreational facilities.

Who: \_\_\_\_\_ Relationship: \_\_\_\_\_

Property location: \_\_\_\_\_

- I work for or own, or a relative\* works for or owns, a company that engages in the planting, maintenance, and/or removal of trees and/or other landscaping services.

Who: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Position held: \_\_\_\_\_ How long employed: \_\_\_\_\_

Explain further: \_\_\_\_\_

\_\_\_\_\_

\*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS



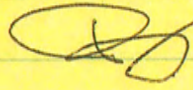
I have read and understand the statement above. \_\_\_\_\_

Signature

Daniel Ducloux

Printed Name

I, Daniel Ducloux, hereby extend  
my resignation to the Zoning Board  
of adjustment.



8/4/2016

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 2, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF KEVIN PLUNKETT TO PLACE 4 ON THE BASTROP ECONOMIC DEVELOPMENT CORPORATION BOARD.**

2. Party Making Request: **Mayor Kesselus**

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

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. Motion Requested: **Approval of appointment of Kevin Plunkett to the Bastrop Economic Development Corporation Board.**



August 5, 2016

James W. Breeden, CTO  
Andy Prokop, CEO  
LiveAir Networks  
301 Whitehead Street  
Smithville, Texas 78957

RE: STOP WORK ORDER

This memorandum is a STOP WORK ORDER from the City of Bastrop. The city has received notice that LiveAir has begun construction of its fiber connection at two locations. First location being the 2 poles located on Farm Street and second location being the man hole along the Highway 71 and Jackson Street access roads. Effective immediately upon receipt of this letter all work shall not recommence until a written notice to proceed has been issued by the City of Bastrop. Failure to adhere to this stop work order will result in additional enforcement action.

Work shall not proceed without permits or the required documents have been submitted to the City of Bastrop. A List of the required documents have been sent by email on July 21, 2016. If you have any questions, please respond via email to [arosales@cityofbastrop.org](mailto:arosales@cityofbastrop.org). Thanks,

Andres Rosales  
Director of Information Technology



**CITY OF BASTROP**

City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 (512) 332-8800  
<http://www.cityofbastrop.org>

**Application for  
 City Board/Commission/Committee  
 Please Print or Type Clearly.**

New Appointment:

Request for Re-Appointment:

SECTION A: APPLICANT INFORMATION			
Last Name	<i>Plunkett</i>	First	<i>Kevin</i>
		Middle	<i>Lee</i>
Street Address	<i>110 Lincoln</i>		Mailing Address <i>Same</i>
Apt/Unit #	<i>—</i>	City	<i>Bastrop</i>
		State	<i>TX</i>
		ZIP Code	<i>78602</i>
Phone	<i>(512) 673 9477</i>		
		E-mail Address	<i>KLP264@gmail.com</i>
Date Available	<i>Now</i>	I have lived in Bastrop	<i>3</i> years.
		Place of Employment	<i>Piney Creek Chop House</i>
Have you filed an application here before?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If so, when?	
Have you ever been convicted of a crime?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If so, when?	
Do you reside within the City Limits of Bastrop?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Currently Employed	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p><i>Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.</i></p>			

SECTION B: REFERENCES	
<i>Please list three professional references.</i>	
Full Name	<i>A J Wohel</i>
Relationship	<i>Neighbor</i>
Company	<i>DPS (Retired)</i>
Phone	<i>(512) 297-3867</i>
Full Name	<i>Patrick Gannon</i>
Relationship	<i>Friend/Business Partner</i>
Company	<i>Piney Creek / Old Town</i>
Phone	<i>(512) 988-9272</i>
Full Name	<i>Andrew Ferranti</i>
Relationship	<i>Neighbor</i>
Company	<i>Bastrop ISD</i>
Phone	<i>(512) 718-4114</i>

SECTION C: ADDITIONAL INFORMATION
<p>Do you currently serve on any other boards, commissions, or committees? Please list any below:</p> <p><i>Chamber of Commerce, DBA</i></p>
<p>What qualifies you to serve on the board(s) you are applying for?</p> <p><i>Varied business background + real estate</i></p>
<p>Why do you want to serve on the board(s) you are applying for?</p> <p><i>Help the long term growth of the community</i></p>

**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

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

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

<input type="checkbox"/> Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under.
	<input type="checkbox"/> Architect, Planner, Designer
	<input type="checkbox"/> Licensed Real Estate Professional
	<input type="checkbox"/> Own Commercial Historic Structure/Property
	<input type="checkbox"/> Own Residential Historic Structure/Property
	<input type="checkbox"/> General Resident of City of Bastrop
	<input type="checkbox"/> Planning and Zoning Member
	<input type="checkbox"/> Bastrop County Historic Society Member

**DISCLAIMER AND SIGNATURE**

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

Signature <i>K. B. [Signature]</i>	Date 7-14-16
------------------------------------	--------------

**WRITTEN NOTICE**

A hardcopy of this application with the original signature must be printed and mailed to be officially accepted for a board/commission/committee. Please return by mail or in person to:

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

**OFFICE USE ONLY**

Date Application Received:	7/14/16	Application Received by:	Ann Franklin
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	



POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

**ECONOMIC DEVELOPMENT CORPORATION BOARD**

BEDC is a non-profit corporation, specifically governed by the Texas Development Corporation Act of 1979. The purpose of the Corporation is to promote, assist and enhance economic development in accordance with the Act and to engage in activities as authorized by the Act and its Articles of Incorporation for those purposes, except as limited by the Bylaws, or the vote of the Council.

Answer the following questions by checking the boxes and providing additional detailed information as needed.

Yes No

- I work, or one of my relatives\* works, in the real estate industry (construction, demolition, building, development, broker or sales).

Who: \_\_\_\_\_ Relationship: \_\_\_\_\_

What trade: \_\_\_\_\_

Explain further: I once held a real estate  
license but no longer  
\_\_\_\_\_

Yes No

- I work, or one of my relatives\* works, in the financial, banking, lending, bond or contracting industry.

Who: Rick Pustejovsky Relationship: Uncle

What trade: Mortgage Banker

Explain further: He works in El Paso + other  
than my own home mortgage, has no business  
in Bastrop County as far as I know  
\_\_\_\_\_

POTENTIAL CONFLICT OF INTEREST DISCLOSURE  
BASTROP'S CODE OF ETHICS

Yes No

I have, or one of my relatives\* has, an interest in a company that is involved in an economic development related industry in the Central Texas area (including, for example, business site locator, retail marketing, construction of residences or other buildings).

Who: \_\_\_\_\_ Relationship: \_\_\_\_\_

What type of activity is done: \_\_\_\_\_

Explain further: I own 2 restaurants in Bastrop  
County

I own shares or serve on the board of directors of, or a relative\* owns shares or serves on the board of directors of, the following company that is potentially related to economic development in the Bastrop area.

Who: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Explain further: \_\_\_\_\_

None

\*In some cases, your relatives, whether by blood or marriage, may tie you so closely to contracts, businesses and other organizations that you have a 'conflict of interest' and need to refrain from working on a particular matter or case while serving on a City board or commission. The relatives that generally fall within the City's Ethics Code (and that you need to list on this form above) include your spouse, parents, children, grandparents, grandchildren, uncles/aunts, nieces/nephews, in-laws and cousins.

I have read and understand the statement above. Kevin Pluskett  
Signature

Kevin Pluskett  
Printed Name

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 4, 2016

MEETING DATE: August 9, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE REGARDING THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP REGARDING THE DISASTER RECOVERY GRANT PROGRAM PROJECT.**

2. Party Making Request: Ms. Tracy Waldron

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

The attached is an interlocal agreement between Bastrop County and the City of Bastrop for the "Shelter Grant Program". This interlocal agreement is a requirement of the Shelter Grant Program so as when City of Bastrop requests reimbursement for payments made by the City to either the architect or the general contractor for the "Shelter Project" the County will be able to process payment for reimbursing the City of Bastrop cost incurred by the City for the "Shelter Project".

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: \_\_\_\_\_

**INTERLOCAL AGREEMENT**  
**Between Bastrop County and the City of Bastrop**  
**Regarding the**  
**Disaster Recovery Grant Program Project**

THE CITY OF BASTROP, TEXAS §

THE COUNTY OF BASTROP, TEXAS §

This Interlocal Agreement regarding the Disaster Recovery Grant Program Project (Agreement) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Bastrop County, Texas (County), and the City of Bastrop, Texas both political subdivisions of the State of Texas acting by and through their respective governing bodies pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WHEREAS, the Bastrop County Complex Fire of 2011 was the worst wildfire in the history of Texas, and destroyed some 1688 structures, burned over 34,000 acres and claimed two lives, and

WHEREAS, Bastrop County and other responding agencies were tasked with evacuating thousands of people, thus creating the need to provide safe, healthy and comfortable shelters for many families, and

WHEREAS, it has been determined that the need for additional shelter capacity could be required to provide for the well-being of citizens in future, large scale disasters, and that the locations of such needed shelters is critical to emergency planning, and that adequate shelters are dependent upon qualified and willing jurisdictions to manage the facilities, and

WHEREAS, in response to the needs identified as a result of the Bastrop County Complex Fire of 2011, the County applied for and was granted a Disaster Recovery Grant by the Texas General Land Office (GLO, funded with federal funds through the U.S. Housing and Urban Development Administration (HUD); and

WHEREAS, the County was awarded \$1,590,000 for a Bastrop County Recreation Center and shelter; and

WHEREAS, the Parties have concluded that it is in the best interests of the residents of Bastrop County and of the public generally for them to enter this agreement for additional sheltering capability within the City of Bastrop with the funds granted to the County for this purpose; and

WHEREAS, the County and the City desire to enter into a more detailed agreement in which the City agrees to provide and operate for the benefit and upon demand of the County, the Bastrop Activity Center in accordance with all applicable local state and federal regulations for a period not to exceed thirty (30) consecutive calendar days unless extended by mutual written agreement of the Parties. The agreement, the adoption of which shall precede final acceptance and reimbursement of the Project, is to provide sheltering services shall include staffing requirements, reimbursement of costs, repairs and organizational specifics, and

WHEREAS, the City of Bastrop will select an architect/engineer and a contractor(s) to perform construction of activity center and shelter facility project within the City of Bastrop following a competitive bid process and according to all applicable State of Texas contracting and procurement regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

## I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this Intergovernmental Agreement between the County and the City of Bastrop.

“County” means Bastrop County, Texas.

“City” means the City of Bastrop, Texas.

“Grant” means the Disaster Recovery grant awarded to the County by the Texas General Land Office (GLO) on May 5, 2015.

“Parties” means the County and City.

“Project” means the construction of a Bastrop Activity Center and parking area in accordance with drawing and specifications approved by the Texas General Land Office.

“Project Funds” means the \$1,590,000 granted to the County from the Disaster Recovery Grant Program.

## II. OBLIGATIONS OF THE COUNTY

- A. The County is responsible for acquiring, compiling, submitting and filing of documents, records, maps, vouchers and requests for payments necessary to perform services for completion of the Project in compliance with applicable law and the terms of the Grant set out by the GLO and HUD..

- B. The County may also use a third party grant administrator to administer the Project details in accordance with the Grant. The grant administrator will prepare a budget for each phase of the Project (*i.e.*, administration of the grant, architectural work, engineering, environmental analysis, and construction). The grant administration costs for performing these tasks and those outlined in A., above will not exceed 6% of the Grant Funds. The combined costs of all of the phases of the Project may not exceed the \$1,590,000 in Project Funds.
- C. The County will pay the grant administrator for all contracted services performed for completion of the Project and reimburse the City for costs paid to the architect/engineer and contractor(s) for project work performed. The City may request reimbursement from the County based upon approved payments made to the architect/engineer or contractor(s), no more frequently than monthly. The County agrees to reimburse the City within thirty (30) days of receipt of an approved invoice. In no event will the money paid by the County for the construction of the Project exceed \$1,590,000.
- D. County will obtain, assemble and provide to the GLO, as the Responsible Entity for environmental compliance, necessary maps, consultations, studies, checklists and public notices sufficient for GLO/HUD environmental approval prior to receiving any grant funding.
- E. County will assign the Bastrop County Office of Emergency Management to prepare and negotiate the terms of a detailed shelter operations guide and agreement with the City. The adoption of the agreement shall precede final acceptance and reimbursement of the Project. The agreement must be approved by the County Judge.

### III. OBLIGATIONS OF CITY

- A. City is responsible for contracting with the architect/engineering firm and contractors that are to perform the Project work and will comply with all applicable procurement requirements of state and federal law and City policy in securing services for construction of the Project and that the contract(s) will be in compliance with all applicable GLO/HUD requirements including wage rates and employment practices.
- B. City is responsible for assisting the County in obtaining all necessary environmental and/or regulatory permits and approvals (state and federal) associated with the Project. City shall assure that all required environmental rules, regulations and mitigation measures are strictly followed throughout the project.
- C. City is entirely responsible for the oversight of all Project work and the initial payment of all costs associated with design, permitting, construction, inspection and monitoring of the Project. City will certify to the County that all work has been approved and acceptable by City when submitting for partial or full reimbursement requests. City will furnish to the County a certification of completion and as-built drawings at the end of the project.
- D. City acknowledges that the HUD and GLO have a right to monitor the Project and shall grant access to both of these entities, upon request, for inspection of the Project for such period of time as required by law during reasonable hours.
- E. Upon final completion and acceptance of construction of the Project by the County and approval by the GLO, City will assume responsibility for all maintenance and operational costs and for compliance with all Grant requirements applicable to the use and maintenance of the Project after completion of construction including compliance with GLO Program Revenue Reporting procedures and requirements.



- F. City will assume all obligation and responsibility for compliance with HUD rules and regulations and will reimburse the County for any de-obligation of funds caused by City's failure to comply with such requirements as may be determined by HUD compliance audit(s).
- G. City shall in good faith, prepare, negotiate and enter into a shelter guide and agreement with the County for the provision of shelter operations and services at the City's Recreation Center. The adoption of the agreement will precede the final acceptance and reimbursement of the Project.

#### IV. TERM AND TERMINATION

- A. This Agreement becomes effective as of the date first above written upon the final signature hereto. The term of the Agreement shall commence on the effective date and shall continue until the date of Project acceptance by the Parties and full reimbursement to the City. Once the County makes any distribution of Grant Funds for the Project, this Agreement may not be terminated by either Party unless such previously expended funds are returned to the County by the City.

#### V. GENERAL PROVISIONS

- A. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the County and City have authorized and approved this Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by all Parties.

- B. Prior to taking any action to enforce or to terminate this Agreement, the Party seeking to enforce or terminate shall give at least sixty (60) days prior written notice to the other Party of the claimed violation of the Agreement so that the noticed Party may have thirty (30) days to cure the problem prior to any legal action being taken.
- C. This Agreement is without regard to any and all prior written contracts or agreements between the County and the City regarding any other subject or matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- D. This Agreement merges the prior negotiations and understanding of the Parties and embodies the entire Agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants herein and subject matter hereof whether written or verbal, antecedent or contemporaneous, with the execution hereof.
- E. Nothing in this Agreement may be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument hereafter executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein. All payments will be made from current revenues available to the paying party.
- F. Nothing in this Agreement may be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party hereto relinquishes, waives, modifies, or alters to any extent whatsoever an immunity or defense under the laws of the State of Texas and of the

United States on behalf of itself, its trustees, directors, commissioners, officers, employees, and/or agents as a result of this execution of the Agreement and performance of the covenants contained herein.

- G. This Agreement may not be amended or modified except in writing executed by each of the Parties.
- H. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Provided however, in the event any term, covenant, or condition shall be held invalid and affects in any manner the limitations on the County's or the City's contributions or participation, then neither the County nor City shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.
- I. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3<sup>rd</sup>) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address set out below or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.
- J. The initial address of the Parties, which any Party may change by giving written notice of this changed address to the other Party, are as follows:

Bastrop County

Paul Pape  
County Judge  
804 Pecan Street  
Bastrop, Texas 78602

City of Bastrop, Texas

City Manager  
PO Box 427  
Bastrop, Texas 78602

- K. Failure of any Party to insist on the strict performance of any of the provisions of this Agreement or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligations hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.
- L. Neither Party may assign this Agreement at law or otherwise without the prior written consent of the other Party. Neither Party may delegate any portion of its performance under this Agreement without the prior written consent of the other Party.
- M. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent, or employee of either Party.
- N. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

In witness whereof, The County and the City have made and have executed this Agreement in multiple copies, each of which is an original.

BASTROP COUNTY

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Paul Pape, County Judge

ATTEST:

\_\_\_\_\_  
Bastrop County Clerk

\_\_\_\_\_  
Date

City of Bastrop, Texas

\_\_\_\_\_  
Ken Kesselus, Mayor of the City of Bastrop

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Title