STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016
MEETING DATE: September 8, 2016

1. Agenda Item: BOARD APPOINTMENT BY MAYOR KEN KESSELUS AND CONFIRMATION BY THE BASTROP CITY COUNCIL MEMBERS ON THE APPOINTMENT OF TOM SCOTT TO PLACE 5 ON THE FAIRVIEW CEMETERY ADVISORY BOARD WITH A TERM OF 2016 - 2019.

2. Party Making Request: Mayor Kesselus

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

4. Policy Implication: _____________________________________________________________

5. Budgeted: _______Yes _______No   N/A
   Bid Amount: __________________     Budgeted Amount: __________________
   Under Budget: __________________ Over Budget: __________________
   Amount Remaining: __________________

6. Alternate Option/Costs: _________________________________________________________

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

8. Staff Recommendation:

9. Advisory Board: _______Approved _______Disapproved _______None

10. Manager's Recommendation: _______Approved _______Disapproved _______None

11. Motion Requested:
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: Scott
First Name: Tom
Middle Initial:

Street Address: 907 Pine St
Mailing Address: 907 Pine St

Apt/Unit #: 
City: Bastrop
State: TX
ZIP Code: 78602

Phone: (512) 381-2715
E-mail Address: tscott5@austin.rr.com

Date Available: I have lived in Bastrop 30 years.
Place of Employment: Retired

Have you filed an application here before? YES [ ] NO [ ] If so, when?

Have you ever been convicted of a crime? YES [ ] NO [ ] If so, when?

Do you reside within the City Limits of Bastrop? YES [ ] NO [ ]

Currently Employed: YES [ ] NO [ ]

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: Ken Armbrister
Company: Frontier Bank of Texas
Relationship: Fellow Board Member
Phone: (512) 317-9204

Full Name: Bill Cunningham
Company: Univ. of Texas
Relationship: Former Boss
Phone: (512) 339-7540

Full Name: Yvonne Pritchard
Company: City of Bastrop
Relationship: Former Associate
Phone: ( )

SECTION C: ADDITIONAL INFORMATION

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

No

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

Common Sense and commitment to my community.

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

I enjoy service to the people of Bastrop.
SECTION D: BOARDS/COMMISSIONS/COMMITTEES

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

☐ Bastrop Parks Board  ☐ Bastrop Economic Development Corporation  ☐ Bastrop Housing Authority

☐ Planning and Zoning Commission  ☐ Board of Adjustment  ☐ Construction Standards Board of Adjustments

☐ Main Street Advisory Board  ☐ Fairview Cemetery Advisory Board  ☐ Art in Public Places Board

☐ Hunters Crossing Local Government Corporation Board  ☐ Bastrop Library Board (☐ City Resident / ☐ BISD Area Resident)

☐ Automated Red Light Advisory Committee  ☐ Other: FAIRVIEW CEMETERY BD.

☐ Historic Landmark Commission

*Please indicate which position(s) you are qualified to serve under.  
☐ Architect, Planner, Designer  ☐ Licensed Real Estate Professional  ☐ Own Commercial Historic Structure/Property
☐ Own Residential Historic Structure/Property  ☐ General Resident of City of Bastrop  ☐ Planning and Zoning Member
☐ 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  Tom Scott  Date 8/14/16

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:  
Application Received by:  

Position  
Appointed:  
Date Appointed:  

Term Starts:  
Term Expires:
POTENTIAL CONFLICT OF INTEREST DISCLOSURE
BASTROP'S CODE OF ETHICS

CEMETERY ADVISORY BOARD

CAB members are tasked with assisting the City in recommending rules concerning the use, care, control management and protection of the City's cemetery and advising the City on issues related to the proper conduct of cemetery business of the Fairview Cemetery.

Answer the following questions by checking the boxes and providing additional detailed information, as needed.

Yes □ No □

I have, or one of my relatives* has, a financial interest in the Fairview Cemetery.

Who: ______________________ Relationship: ______________________

I own a cemetery plot, but no other property nearby.

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 Cemetery.

Who: ______________________ Relationship: ______________________

Where is Related Property: ______________________________________

I own a cemetery plot, but no other property nearby.

I work for or own, or a relative* works for or owns, a company that designs, produces and/or sells funeral services, equipment or related products in Bastrop County.

Who: ______________________ Name of Company: ______________________

Position held: ______________________ How long employed: ____________

*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. ______________________

Signature

____________________

Printed Name

09-08-2016
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016
MEETING DATE: September 8, 2016

1. Agenda Item: APPROVAL OF THE SECOND 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 ___ X ___ No _____

4. Policy Implication:

5. Budgeted: _________ Yes _________ No _________ N/A
   Bid Amount: __________________________
   Under Budget: _________________________
   Budgeted Amount: _____________________
   Over Budget: __________________________
   Amount Remaining: _____________________

6. Alternate Option/Costs:

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

8. Staff Recommendation:

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.

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 26th 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

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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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 matters assigned to special appointed assistant city attorney(s) and City employed
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.

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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 26th of July, 2016.

PASSED AND ADOPTED on second reading on the _____ of __________, 2016.

APPROVED:

Mayor Ken Kesselus

ATTEST:
Ann Franklin, City Secretary
CITY OF BASTROP

AGENDA ITEM

A.3

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016

MEETING DATE: September 8, 2016

1. Agenda Item: APPROVAL OF SECOND 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: Chief Financial Officer, Tracy Waldron

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

4. Policy Implication: ________

5. Budgeted: _______Yes _______ No N/A
   Bid Amount: ________________
   Under Budget: ________________
   Budgeted Amount: ________________
   Over Budget: ________________
   Amount Remaining: ________________

6. Alternate Option/Costs: ________

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

8. Staff Recommendation:

9. Advisory Board: _______Approved _______ Disapproved _______ None

10. Manager’s Recommendation: _______Approved _______ Disapproved _______ None

11. Motion Requested:

09-08-2016
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

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**

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<td>5,418,094</td>
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<tr>
<td>FY 2016 Budgeted Revenues</td>
<td>10,252,797</td>
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<tr>
<td>FY 2016 Budgeted Appropriations</td>
<td>(11,966,627)</td>
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<tr>
<td>2/2016 Budget Amendments (net)</td>
<td>(3,720)</td>
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<td>3/2016 Budget Amendments (net)</td>
<td>(625,000)</td>
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<tr>
<td>4/2016 Budget Amendments (net)</td>
<td>(593,000)</td>
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<td>5/2016 Budget Amendments (net)</td>
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<td><strong>Ending Fund Balance</strong></td>
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<td>Matching Revenues to Expenditures:</td>
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<td>Neutral</td>
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<td>Current Taxes M&amp;O</td>
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<td>75,000</td>
<td>Municipal Court Fines</td>
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<th>Amount</th>
<th>Account Number</th>
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<td>Equipment</td>
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<tr>
<td>Neutral</td>
<td>(120,000)</td>
<td>Transfer out-Vehicle/Equipment recap fund</td>
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<tr>
<td>Neutral</td>
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<td></td>
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<td><strong>New Expenditures:</strong></td>
<td>Increase</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>(505,047)</strong></td>
<td></td>
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<tr>
<td><strong>Net Change</strong></td>
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STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016
MEETING DATE: September 8, 2016

1. Agenda Item: APPROVAL OF SECOND READING OF A PROPOSED ORDINANCE BY 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: Chief Financial Officer, Tracy Waldron

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

Bid Amount: ________
Under Budget: ________
Budgeted Amount: ________
Over Budget: ________
Amount Remaining: ________

6. Alternate Option/Costs:

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

8. Staff Recommendation: Staff recommends approval of the recommended changes to the Ordinance

9. Advisory Board: _______Approved _______Disapproved X________None

10. Manager’s Recommendation: _______X____Approved _______Disapproved _______None

11. Motion Requested:
09-08-2016
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.

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.

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G. Average Monthly Payment accounts shall be subject to the same rules, rates, charges, fees, penalties and policies 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: August 16, 2016
MEETING DATE: September 8, 2016

1. Agenda Item: APPROVAL OF REVISIONS TO CORRECT TEXTUAL ERRORS IN THE ORIGINAL ORDINANCE - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING SECTION 1.15.151 "CREATION OF ETHICS COMMISSION" OF THE "ETHICS ORDINANCE" IN THE CODE OF ORDINANCES OF THE CITY OF BASTROP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

2. Party Making Request: City Secretary, Ann Franklin

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

4. Policy Implication: 

5. Budgeted: Yes _______ No _____ N/A
   Bid Amount: __________________________
   Under Budget: ________________________
   Budgeted Amount: ____________________
   Over Budget: _________________________
   Amount Remaining: __________________

6. Alternate Option/Costs: ________________________________

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

8. Staff Recommendation:

9. Advisory Board: _______Approved _______Disapproved _______None

10. Manager’s Recommendation: _______Approved _______Disapproved _______None

11. Motion Requested:
ORDINANCE NO. 2015-28 R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING SECTION 1.15.501-151 “CREATION OF ETHICS COMMISSION” OF THE “ETHICS ORDINANCE” IN THE CODE OF ORDINANCES OF THE CITY OF BASTROP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about January 10, 2012, the City Council of the City of Bastrop, Texas adopted a Code of Ethics, which applies to both the elected officials and employees of the City of Bastrop, and

WHEREAS, on or about March 2012, in compliance with Section 1.15.501-151, entitled “Creation of Ethics Commission,” the City Council appointed the Honorable Chris Duggan, the Reverend Lisa Hines, and Corporal Wuthipoing Tantasinanukij, to serve as the three members of the Ethics Commission, and

WHEREAS, on or about November 24, 2015, the City Council has met to evaluate and consider a potential amendment to the Ethics Code, related to Section 1.15.501-151, et seq. and has, after careful study and review, determined that a clarifying addition and amendment to the Ethics Code, as noted herein below, will enhance the function of the Ethics Commission of the City.

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

Part 1. That Section 1.15.501-151 “Creation of Ethics Commission” is hereby amended to read as follows.

Section 1.15.501-151 “Creation of Ethics Commission”

a. An Ethics Commission shall be created and consist of three (3) members, all of whom must reside within jurisdiction of the City, which for purposes of this Ordinance expressly includes the City’s extraterritorial jurisdiction. Within Sixty (60) days of its adoption of this Ordinance, each member of the City Council will submit to the City Attorney names of recommended appointees. The City attorney will provide the recommended appointees to the Mayor, who will then appoint the three (3) members of the Ethics Commission, upon concurrence of the members of the City Council.

b. Notwithstanding any other general prohibition or policy of the City against judges serving on City boards and commissions, due to the specialized nature of the Ethics Commission, in its sole discretion, the City Council may determine that it is appropriate, in the best interest of the City, and/or the preference of the governing body of the City for the Mayor to appoint, with the City Council’s concurrence, a judge to serve on the Ethics Commission. For purposes of this section, the judge appointed to the Ethics Commission, if any, may be
currently serving or may be retired from the bench of any governmental entity, except the City, and may have been either elected or appointed to his/her judicial position.

**Part 2:**  All other provisions of the Bastrop Code of Ethics shall remain in full force and effect, and unamended.

**Part 3:**  The Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bastrop, and this Ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are superseded.

**Part 4:**  If any provision of this Ordinance or application thereof to any person or circumstance is 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 5:**  The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective immediately.

READ and ACKNOWLEDGED on First Reading on the 10th day of November 2015.

READ and APPROVED on the Second Reading on the 24th day of November 2015.

REVISED and APPROVED, by consent, to correct scrivener’s errors on the 23rd day of August 2016.

**APPROVED:**

Ken Kesselus, Mayor

**ATTEST:**

Ann Franklin, City Secretary
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016
MEETING DATE: September 8, 2016


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

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

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

4. Policy Implication: ________________________________

5. Budgeted: ______ Yes ______ No N/A

   Bid Amount: ____________________________
   Under Budget: ____________________________
   Budgeted Amount: ____________________________
   Over Budget: ____________________________
   Amount Remaining: ____________________________

6. Alternate Option/Costs: ________________________________

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

8. Staff Recommendation: ________________________________

9. Advisory Board: ______ Approved ______ Disapproved ______ None

10. Manager’s Recommendation: ______ Approved ______ Disapproved ______ None

11. Motion Requested: ________________________________
FINANCIAL REPORT
CITY OF BASTROP, TEXAS
FOR PERIOD ENDING JULY 31, 2016
MONTHLY
### Expenditures

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<th>Fund Type</th>
<th>Budget</th>
<th>YTD Actual</th>
<th>Budget</th>
<th>YTD Actual</th>
<th>Budget</th>
<th>YTD Actual</th>
<th>Budget</th>
<th>YTD Actual</th>
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<tr>
<td>Hotel/Motel Fund</td>
<td>94.2%</td>
<td>$2,264,625</td>
<td>96.3%</td>
<td>$2,210,925</td>
<td>76.9%</td>
<td>$2,501,500</td>
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<td>Electric Fund</td>
<td>67.5%</td>
<td>$6,627,442</td>
<td>73.4%</td>
<td>$6,244,138</td>
<td>73.4%</td>
<td>$7,228,000</td>
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<tr>
<td>WM/WW Fund</td>
<td>60.1%</td>
<td>$4,182,158</td>
<td>96.5%</td>
<td>$4,592,480</td>
<td>4.1%</td>
<td>$4,268,480</td>
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<tr>
<td>General Fund</td>
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<td>$8,554,524</td>
<td>91.5%</td>
<td>$8,371,400</td>
<td>91.5%</td>
<td>$9,149,576</td>
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<td>-</td>
</tr>
</tbody>
</table>

### Revenues

Fiscal Year 2016 is 10 months or 83.3% completed as of July 31, 2016.
FY 2015 & 2016 Expenditures

FY 2015 & 2016 Revenues

As of July 31, 2016

General Fund Revenue & Expenditures

Instead of being recorded as revenue, NEX in FY 15 expenses reflects a credit amount in each fund for the allocated overhead for Admin. Support from WWWW, EPR, and Convention Center.
FY2016 YTD $2,987,058
FY2016 Budget $2,956,945

FY2016 YTD $3,498,072
FY2015 Budgeted $3,996,190

As of July 31, 2016
General Fund Revenue
The image contains a bar chart showing General Fund Expenditures as of July 31, 2016. The chart compares expenditures across different categories: Community Services, Development Services, Public Safety, and General Government. The expenditures are quantified in dollars, with some categories showing significant differences in expenditure amounts.
As of July 31, 2016

Hotel, Motel Fund Revenue, Expenditures, and Adjustments

- Revenues as of Dec 31, 2015 represents YTD earned revenue of $56,914 due to an audit adjustment that accrues.
- Expenses in October are increased due to the one-time distribution of funds to Hotel Motel funded organizations.
- The spike in August 2015 was the additional funding transfer to General Fund for Downtown Art Guild and Double C Paint.

Payments to BMC.
FINANCIAL STATEMENT REPORTS ARE ATTACHED
**Table:**

<table>
<thead>
<tr>
<th>Income Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Percent Budget</th>
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</table>
| X=
| Y=
| Z=

**Notes:**

- AS OF: JULY 1ST, 2016
- BUDGET: 101-GENERAL FUND
- CITY OF MAUMEE
- 8-7-2016 02:44 AM
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*FINANCIAL STATEMENT*

*CITY OF BARTLETT*

*AS OF: JUNE 30TH, 2016*

*PAGE: 2*
<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
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<th>GenFund</th>
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<td>Construction</td>
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<td>Other Charges</td>
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<td>Personnel Costs</td>
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**Financial Statements**

**AS of: July 31st, 2016**

**City of Baxley**

**File: 1**
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>TOTAL RECEIPTS - 12/31/16</td>
<td>$36,044.29</td>
</tr>
<tr>
<td>TOTAL EXPENSES - 12/31/16</td>
<td>$35,321.90</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>$722.39</td>
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<td>TOTAL REVENUE - 12/31/16</td>
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**NOTE:** The table above represents the financial statements for the City of East Rockaway as of December 31, 2016.
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<tr>
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Note: This table represents the financial statements for the City of Bartrop.
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**TOTAL REVENUE**

**TOTAL OTHER SOURCES**

**REVENUES**

**AS OF: JUNE 30TH, 2016**

**FINANCIAL STATEMENT**

CITY OF BASTROP

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**Financial Statement**

**As of:** July 31st, 2016

**City of Bakersfield**

**Guest Services:**

**Budget:**

**Actual:**
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: August 16, 2016
MEETING DATE: September 8, 2016


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

3. Nature of Request: (Brief Overview) Attachments: Yes ___ X ___ No ___
In accordance with the “Truth in Taxation” laws of the State of Texas, if an entity’s (the City of Bastrop) proposed tax rate exceeds the effective rate, the entity is required to conduct two public hearings. This evening the Council will conduct the first of the required “Public Hearing”. The second public hearing is scheduled to be held at the regular City Council Meeting on September 13, 2016. The City Council cannot take any action regarding the tax rate at these public hearings. The sole purpose of the “Public Hearing” is to provide the public an opportunity to address the Council regarding the proposed tax rate. The Bastrop City Council will consider the second reading of an ordinance to adopt the “Tax Rate” for the City of Bastrop Fiscal Year 2017 at the September 27, 2016 City Council Meeting at 6:30 pm at the City Hall located at 1311 Chestnut Street Bastrop Texas 78602. Members of the public are encouraged to attend the hearings and express their views to the Mayor and City Council. (Please note that the wording above in bold must be read at the close of the “Public Hearing”)

4. Policy Implication: ________________________________

5. Budgeted: _______Yes _______No _______ N/A
   Bid Amount: ____________________
   Under Budget: __________________
   Budgeted Amount: __________________
   Over Budget: __________________
   Amount Remaining: __________________

6. Alternate Option/Costs: ______________________________

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

8. Staff Recommendation: ________________________________

9. Advisory Board: _______Approved _______Disapproved _______None

10. Manager’s Recommendation: _______Approved _______Disapproved _______None

11. Motion Requested: ________________________________
CITY OF BASTROP, TEXAS

Proposed Tax Rate Hearing

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<td>PROPOSED TAX RATE</td>
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<td>PRECEDING YEAR’S TAX RATE</td>
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<td>EFFECTIVE TAX RATE</td>
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<td>ROLLBACK RATE</td>
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**Tax Rate Distribution:**

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The proposed tax rate will produce approximately $52,000 in additional tax levy than the effective rate.

Effective Rate – Tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years.

This Tax Rate will raise more taxes for Maintenance & Operations than last year’s tax rate.

The Tax Rate will effectively be raised by 2.59 percent and will raise taxes for Maintenance & Operations on a $100,000 home by approximately $4.40.
CITY OF BASTROP

AGENDA ITEM  B.2

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED:  SEPT 1, 2016

MEETING DATE:  SEPT 8, 2016

1. Agenda Item:  STATUS OF EXTENDING BASTROP'S CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - WATER ALONG HIGHWAY 71. THE LEGAL WORK CARRIED OUT BY CHARLES BUNDREN IS ESSENTIALLY COMPLETE. TREY JOB WILL KEEP UP WITH ANY RESPONSES TO THE FINAL NOTICE WHICH HAS BEEN DISTRIBUTED TO CCN'S IN THE VICINITY. THE CCN EXTENSION WILL BE FINAL IN 90 DAYS.

2. Party Making Request:  INTERIM CITY MANAGER, MARVIN TOWNSEND

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

4. Policy Implication:

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

6. Alternate Option/Costs:

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

8. Staff Recommendation:

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Motion Requested

09-08-2016  56
Mr. Townsend the CCN application has been deemed administratively complete, below is a timeline of events, and how I expect they will carry out over the next 90 days.

- On July 14, 2016, the City of Bastrop (the City) filed an application to amend its water certificate of convenience and necessity (CCN) No. 11198 in Bastrop County to provide water service to an area that was recently decertified. The City is currently providing sewer service to all businesses within the subject area.

- On July 18, 2016, the Administrative Law Judge (ALJ) issued Order No. 1, requiring Staff to file a recommendation on the administrative completeness of the City's application and proposed notice by August 15, 2016. Therefore, this pleading is timely filed.

- We received a copy from the PUC stating the application has been deemed administratively complete on August 17, 2016.
- The notification will be sent to the newspaper this week and run for 14 consecutive days, the neighboring water supplier will be notified too i.e. Aqua Water supply corp. WCID#2, The colony Mud, and LCRA etc...
- My understanding is that approximately 90 days after the notices have been complete the CCN Amendment would be completed.
- So given we are roughly 2 weeks away from completing the notices (due to newspaper publishing’s), we are approximately 100 days from the new CCN boundary being enacted.
- There are two caveats to this timeline. One is if someone intervenes based on either the mailed or published notices (I do not expect that since the area was previously decertified). The second is the final CCN map that the PUC prepares. If we do not agree with their map, it may take a bit of back and forth to resolve any mapping issue.

---

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

To: Mayor Kesselus and Council Members
From: City Manager Marvin Townsend
Date: August 30, 2016
Re: Extending Bastrop's Certificate of Convenience and Necessity - Water

1. Aqua has decertified the area along Highway 71 West of Bastrop, which includes approximately 100 acres in two tracts north of the highway. The major customers are Lone Star Storage, Lowe's, Carl's Jr., Specs, Double Dave's, Staples, Ross, AT&T, Subway, IBC Bank, Academy, Petco, TJ Max and other nearby stores. Aqua did not have facilities in this area.

2. The City has extended water service. The process has been lengthy. It is apparent that Aqua will expect payment for existing facilities as the City expands its service area by annexation.

3. The attached status report from Trey Job indicates the CCN certification process is almost complete.

[Signature]
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: ___SEPT 1, 2016___
MEETING DATE: ___SEPT 8, 2016___

1. Agenda Item: ___STATUS UPDATE ON XS RANCH WATER.___

2. Party Making Request: ___INTERIM CITY MANAGER, MARVIN TOWNSEND___

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

4. Policy Implication: ____________________________

5. Budgeted: Yes ________ No _________ N/A
   Bid Amount: __________________________
   Under Budget: ____________________
   Budgeted Amount: ______
   Over Budget: ______________________
   Amount Remaining: ____________

6. Alternate Option/Costs: ____________________________

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

8. Staff Recommendation:

9. Advisory Board: _______Approved _______Disapproved _______None

10. Manager’s Recommendation: _______Approved _______Disapproved _______None

11. Motion Requested__________________________

______________________
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY OF BASTROP

AGENDA ITEM  B.4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED:  SEPT 1, 2016

MEETING DATE:  SEPT 8, 2016

1. Agenda Item:  STATUS OF WELL PERMIT APPLICATION.

2. Party Making Request:  INTERIM CITY MANAGER, MARVIN TOWNSEND

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

4. Policy Implication:

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

6. Alternate Option/Costs:

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

8. Staff Recommendation:

9. Advisory Board:  Approved  Disapproved  None

10. Manager’s Recommendation:  Approved  Disapproved  None

11. Motion Requested
CITY OF BASTROP

AGENDA ITEM B.5

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016

1. Agenda Item: HORSES AND PARADES.
2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND
3. Nature of Request: (Brief Overview) Attachments: Yes __ No __ X __
   
4. Policy Implication: 
   
5. Budgeted: _______ Yes _______ No _______ N/A

   Bid Amount: __________________
   Under Budget: __________________
   Budgeted Amount: __________________
   Over Budget: __________________
   Amount Remaining: __________________

6. Alternate Option/Costs: 
   
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
   
a) ____________________________
   b) ____________________________
   c) ____________________________

8. Staff Recommendation: 

9. Advisory Board: _______ Approved _______ Disapproved _______ None

10. Manager’s Recommendation: _______ Approved _______ Disapproved _______ None

11. Motion Requested 
   

09-08-2016
CITY OF BASTROP

AGENDA ITEM B.6

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016
MEETING DATE: SEPT 8, 2016

1. Agenda Item: DISCUSSION OF LEGAL BILLS.

2. Party Making Request: INTERIM CITY MANAGER, MARVIN TOWNSEND

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

4. Policy Implication:

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

6. Alternate Option/Costs:

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

8. Staff Recommendation:

9. Advisory Board: _______ Approved _______ Disapproved _______ None

10. Manager’s Recommendation: _______ Approved _______ Disapproved _______ None

11. Motion Requested

   ____________________________
Memo

To: Mayor Kesselus and Council Members
From: City Manager Marvin Townsend
Date: August 22, 2016
Re: Status of Legal Bills

1. The use of outside counsel during calendar years 2015 and 2016 has resulted in much discussion. The detail billings are public records, but generally not subject to open record disclosures until the legal matter has been resolved or the billings have been reviewed to delete any detail that might indicate legal strategy.

2. The following status report identifies contract costs paid in 2015 and 2016 generally through June, excluding the attorney who during this period has been the prosecutor in Municipal Court.

   A) Jo-Christi Brown
      General Legal Work $519,045
      Water Permit 55,113
      Developer Reimbursements 42,000 *
      ________________________________
      $569,521 (Through June 2016)

      * Possibly to be reimbursed from a developer

   B) Charles Bundren
      Pine Forest $434,140 (Through April 2016)
      VanDiver 40,516 (Through April 2016)
      Red Light Camera 22,519 (Through April 2016)
      Aqua CCN 23,713 (Through April 2016)
      ________________________________
      $520,898

   C) Paul Terrill – Water Well Permit $506,257 (Through June 2016)**

      ** Will be charged to Water Bond Fund

3. Apparently a number of requests for more detail about these bills, both open records requests and Council Member requests are pending. Time spent tabulating and reviewing already paid bills may be of some interest, but probably not helpful in moving forward to resolve the controversies that are involved.

4. If requests are received for additional attorney billing information, all City Council Members will receive copies of the response.
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016
MEETING DATE: SEPT 8, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING ANY FINAL ADJUSTMENTS TO THE FY 2016-2017 BUDGET.

2. Party Making Request: Mayor Kesselus

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

4. Policy Implication: ________________________________

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

6. Alternate Option/Costs: ________________________________

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

8. Staff Recommendation:

9. Advisory Board: _______ _______ Disapproved _______ None

10. Manager’s Recommendation: _______ Approved _______ Disapproved _______ None

11. Motion Requested
### Fiscal Year 2016-2017 Budget

#### Summary of Revenues, Expenditures, and Changes in Fund Balance

**City of Bastrop, Texas**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>End Of Year</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Beginning Balances**

<table>
<thead>
<tr>
<th>Funds &amp; Department</th>
<th>2016-17 Revenues</th>
<th>2017-18 Revenues</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bastrop Park</td>
<td>$3,279,786</td>
<td>$3,732,484</td>
<td>$452,698</td>
</tr>
<tr>
<td>Bastrop Fire</td>
<td>$3,405,786</td>
<td>$3,910,786</td>
<td>$504,970</td>
</tr>
</tbody>
</table>

**Ending Fund Balance**

<table>
<thead>
<tr>
<th>Funds &amp; Department</th>
<th>2016-17 Expenditures</th>
<th>2017-18 Expenditures</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bastrop Park</td>
<td>$3,279,786</td>
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<td>$3,405,786</td>
<td>$3,910,786</td>
<td>$504,970</td>
</tr>
</tbody>
</table>

**Notes:**
- The budget was approved by the City Council on September 8, 2016.
- The fiscal year is from July 1, 2016, to June 30, 2017.
1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE
APPROVAL TO RENEW THE LEASE AGREEMENT WITH LCRA FOR THE RUSTY
REYNOLDS LITTLE LEAGUE BASEBALL FIELDS. THE LEASE OF THE 20.97 ACRE SITE
WILL BE FOR 5 YEARS WITH MUTUAL CONSENT RENEWALS.

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

3. Nature of Request: (Brief Overview) Attachments: Yes _X_  No ______
The City of Bastrop Parks Recreation department is requesting approval to renew the lease with LCRA. The term
of this Lease Agreement shall be five (5) years commencing on the Commencement Date and terminating on the
date that is the 5th anniversary of the Commencement Date, unless sooner terminated as provided herein. The term
may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent
of the City and LCRA.

4. Policy Implication: ____________________________________________

5. Budgeted: _X_ Yes _______ No  N/A
Bid Amount: ____________________________
Under Budget: __________________________
Budgeted Amount: ______________________
Over Budget: ____________________________
Amount Remaining: ______________________

6. Alternate Option/Costs: _________________________________________

7. Routing:  NAME/TITLE  INITIAL  DATE  CONCURRENCE

     a)  _________________________________________________________
     b)  _________________________________________________________
     c)  _________________________________________________________

8. Staff Recommendation:
Staff recommends approval of the lease agreement, so we may in turn enter into an agreement with
the Bastrop Little league.

9. Advisory Board: _X_ Approved _______ Disapproved _______ None

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

11. Motion Requested I move to approve entering into the lease with LCRA regarding the Rusty Reynolds
baseball fields.
City of Bastrop

Agenda Information Sheet:

City Council Meeting Date: August 23, 2016

Agenda Item Description:

CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL TO RENEW THE LEASE AGREEMENT WITH LCRA FOR THE RUSTY REYNOLDS BASEBALL FIELDS

Item Summary:

The previous lease expired, and it is time for a renewal of our lease with LCRA regarding the Rusty Reynolds Baseball complex located adjacent to the Public Works facility located at the corner of Hill Street & Linden street.

Attachments:

Copy of the unexecuted Lease agreement.
LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF BASTROP

SPECIAL CONDITIONS

DATE: ______________________, 2016

LANDLORD: Lower Colorado River Authority, a conservation and reclamation district of the state of Texas, referred to herein as “LCRA”

TENANT: City of Bastrop, Texas, referred to herein as “City”

LEASE: This Lease consists of Special Conditions, General Conditions, and the Attachments listed on page 2.

PREMISES: A 20.97-acre tract of land, more or less, out of the Bastrop Town Tract Four League Grant, A-11 Survey, Bastrop County, Texas, being more specifically described in the field notes and map or plat attached hereto as Exhibit A and incorporated herein for all purposes.

LCRA TRACT NO.: Bastrop Steelyard (BY-01)

TERM: The term of this Lease Agreement shall be five (5) years commencing on the Commencement Date and terminating on the date that is the 5th anniversary of the Commencement Date, unless sooner terminated as provided herein. The Term may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent of the City and LCRA.

COMMENCEMENT DATE: ______________________, 2016.

IN CONSIDERATION of the sum of One dollar ($1.00) and the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA hereby demises to CITY, to administer and maintain as set forth herein and CITY takes in an “as is” condition from LCRA, for the Term and subject to the covenants and conditions herein, the Premises.
PURPOSE:

The purpose of this Lease Agreement is to provide for the management, maintenance, and use of the Premises and facilities by City for the City’s Little League program.

NOTICES:

All notices pursuant to this Lease Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail, certified or registered mail, postage prepaid, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail.

TO LCRA:
Manager, Real Estate Services
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220

TO CITY:
City Manager
P. O. Box 729
650 Hwy 21 East
Bastrop, Texas 78602

ATTACHMENTS TO LEASE AGREEMENT:

This Lease includes the following attachments which are attached hereto and made a part hereof:

1. GENERAL CONDITIONS
2. EXHIBIT A, Legal Description and Map of Premises
3. EXHIBIT B, LCRA’s Maintenance Standards
4. EXHIBIT C, Land and Water Use Regulations

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate originals, the day and year first above written.

Landlord:
Lower Colorado River Authority

TENANT:
City of Bastrop, Texas

By: ____________________________
   Steven Brown, Manager
   Real Estate Services

By: ____________________________
   Name: ____________________________
   Title: ____________________________
GENERAL CONDITIONS OF LEASE AGREEMENT

1.0 LIMITATION OF THE DEMISE

1.1 This Lease Agreement and the rights and privileges granted City in and to the Premises are subject to all covenants, conditions, easements, restrictions, and exceptions of record or apparent.

1.2 City understands and agrees that the rights conveyed by this Lease Agreement are surface rights only, and that this Lease Agreement and the Premises are taken subject to the rights of LCRA (as mineral estate owner). LCRA's reservation of mineral rights does not include the right to ingress and egress for mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals.

2.0 RESERVATIONS TO LCRA

2.1 LCRA reserves the right to go over and across the Premises for the purpose of passing through the Premises to the extent necessary or convenient in the operation of the properties of the LCRA.

3.0 UTILITIES, SERVICES, AND TAXES

3.1 City shall construct or cause to be constructed, and shall pay for all utilities necessary to serve the Premises.

3.2 City agrees to pay for the performance of governmental functions or services in connection with the Premises, including emergency assistance, and shall pay therefor from current revenues available to the City.

3.3 All taxes and assessments which become due and payable upon the Premises or City's leasehold interest in the Premises and upon any improvements constructed on the Premises or upon fixtures, equipment, or other property installed or constructed thereon shall be the full responsibility of City, and City shall cause taxes and assessments to be paid promptly and before delinquency.

4.0 LICENSES, PERMITS, RESTRICTIONS, COMPLIANCE WITH LAWS

4.1 City shall comply with all federal, state, and local laws, ordinances and regulations in the performance and exercise of all rights, duties, functions, and services on the Premises.
4.2 No person may fire or possess any weapon on the Premises except as
authorized by State law, including Tex. Parks & Wildlife Code § 62.081. Any
observed violation of this law shall be reported to an LCRA Ranger, state game
warden or other peace officer. Further, City shall not place, or allow anyone to
place, cyanide guns, arsenic, or any other poisons, or mechanical devices, such as
traps or snares, to control predators or other forms of wildlife on the Premises
without prior written permission of LCRA. City further agrees that no fireworks
shall be discharged on or adjacent to the Premises by City, City’s invitees, or
concessionaires.

4.3 City shall not discriminate against anyone on the basis of age, race, religion, color,
sex, national origin, or disability in the provision of recreational opportunities on
the Premises. Discrimination on the basis of residence, including preferential
reservation or membership systems, is prohibited, except to the extent that
reasonable differences in admission or other fees may be maintained on the basis
of residence.

4.4 It is understood and agreed between LCRA and City, that LCRA is a public
agency and that the lands of LCRA are to be open to the public for lawful
recreational purposes. City agrees that it will not prevent the public from
having use of the Premises for lawful recreational purposes. No charge shall
be made by City for such privileges. City may collect from the public fees for
use of facilities and improvements on the Premises.

4.5 City shall not use or operate nor cause, suffer, or allow the Premises to be used for
human habitation.

5.0 DEFAULT BY CITY AND REMEDIES

5.1 Events of Default

Should City default in the performance of any covenant, condition, restriction,
or agreement contained in this Lease Agreement or in carrying out its purpose
LCRA shall have the option to terminate this Lease Agreement without any
notice or demand whatsoever. In the event of termination, the City shall
immediately yield and peaceably deliver control of the Premises to LCRA.

6.0 CONSTRUCTION OF IMPROVEMENTS BY CITY

6.1 LCRA's Consent. No structures, improvements, or facilities shall be
constructed, erected, altered or made within the Premises without prior written
consent of the LCRA.
6.2 Signs. City agrees not to construct, maintain, or allow any sign upon the Premises except signs associated with the Little League Program. Signs, banners, flags, etc., that do not meet LCRA standards, may be removed by LCRA. City shall name LCRA and the City as project co-sponsors on all permanent signs or plaques erected on the Premises.

6.3 Mechanics Liens. City shall at all times indemnify and hold LCRA harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney's fees.

6.4 Removal of Lien. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, City shall either:

i. Record a valid Release of Lien in the County Clerk's office wherein such lien is filed;

ii. deposit in cash with a title company approved by LCRA, within Travis County, Texas, twice the amount of the claim shown on the lien in question, and City hereby authorizes payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien holder claim; or

iii. Prepare and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should City fail to accomplish one of the three optional actions within thirty (30) days after receiving notice from LCRA of the filing of such a lien, such failure shall be an event of default and LCRA may pursue the remedies for default set out herein.

6.5 Any and all buildings, improvements and fixtures constructed, placed or maintained on any part of the Premises during the Term shall remain on the Premises and become the property of LCRA upon termination of this Lease.

7.0 OPERATION AND MAINTENANCE

7.1 City shall, to the satisfaction of LCRA, keep and maintain the Premises and all improvements of any kind which may be erected, installed, or made thereon in a clean, sightly, and safe condition and in substantial repair, reasonable wear and tear excepted. City shall maintain the Premises free of litter, dumping wastes, overgrown vegetation, and other natural or manmade conditions which would diminish the natural qualities of the Premises. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. It shall be City's responsibility to take all steps necessary or appropriate to maintain such a standard
of condition and repair. Within 30 days after the Commencement Date, City shall submit to LCRA a Maintenance Plan and Schedule, which complies with LCRA's Maintenance standards, attached hereto as Exhibit B. In the event City fails to maintain the Premises to the satisfaction of LCRA, LCRA shall give City written notice of such failure, identifying the items that require maintenance or repair. City shall have 30 days from the date of such notice to perform the required maintenance or repair. If City fails to perform the required maintenance or repair to the satisfaction of LCRA within such 30 day period, LCRA may immediately terminate this Lease by giving written notice to City. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA. LCRA shall have the option, in its sole discretion, to perform the required maintenance or repair, and in the event LCRA performs such work, City shall reimburse LCRA for the expenditures made by LCRA in the performance of such work. Such reimbursement shall be made within 30 days after receipt of an invoice from LCRA. This reimbursement obligation shall survive the termination of this Lease.

7.2 City shall not dump or allow dumping of any garbage, trash, or other waste on the Premises. City shall indemnify LCRA for any costs associated with the cleanup of any pollution caused by City's use of Premises.

7.3 City shall not cause or promote the erosion of soil or other forms of Non-point Source Pollution (NPS) on the Premises.

7.4 City shall, at all times applicable, apply and enforce LCRA's Land and Water Use Regulations, a copy of which is attached hereto as Exhibit C as those regulations may be amended from time to time. To the extent of any conflict between the Land and Water Use Regulations and the terms of this Lease Agreement, the terms of this Lease Agreement shall control.

7.5 City agrees to provide adequate public safety, including police, and fire protection to the Premises at all times, and shall especially guard the Premises from abuse through vandalism or wanton destruction.

7.6 The Premises shall be kept open for public use at reasonable hours and times of the year as determined by City.

8.0 INDEMNIFICATION AND INSURANCE

8.1 It is agreed that in the use of the Premises, City is acting independently and not as an agent, employee, nor representative of LCRA. City shall indemnify and hold harmless LCRA, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, including but not limited
to claims of LCRA’s negligence, which LCRA, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of any person (including employees of City), or damage to property (including property of City) as a result, arising out of, or in any manner connected with this Lease Agreement or with the occupancy or use of the Premises by anyone.

8.2 Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by LCRA or the City pursuant to law. Nothing in this Lease Agreement shall be construed to create a cause of action for the benefit of any person not a party to this Lease Agreement, or to create any rights for the benefit of any person not a party to this Lease Agreement not otherwise existing at law.

8.3 City shall procure and maintain insurance acceptable to LCRA in full force and effect throughout the term of this Lease at City’s sole cost and expense. The policy or policies of insurance shall name LCRA as an additional insured, shall insure both LCRA and City against all claims, demands, or actions rising out of or in connection with City’s use or occupancy of the Demised Premises or by the condition of the Demised Premises, and shall, at a minimum, provide the following forms of coverage in the amounts specified:

1. **Comprehensive General Liability:**

   (a) $ 500,000 bodily injury, each person

   (b) $ 1,000,000 bodily injury, each occurrence

   (c) $ 300,000 property damage; and

   (d) $ 1,000,000 umbrella coverage

2. **Fire and Extended Coverage:**

   Not less than eighty percent (80%) of the cost of replacement of all insurable improvements within the Premises. Water damage and debris cleanup provisions shall be included.

8.4 Insurance shall be in force the first day of the term of this Lease and shall continue in force throughout the term of this Lease. Additional fire insurance in the amount stated above shall be in force upon the date of completion of construction or installation of each major insurable improvement by City.

8.5 Each policy of insurance shall contain the following clauses:
"IT IS AGREED THAT THE POLICY SHALL NOT BE CANCELED NOR THE COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER LCRA'S MANAGER OF REAL ESTATE SERVICES SHALL HAVE RECEIVED WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION. THE NOTICE SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL AND SHALL BE DEEMED EFFECTIVE ON THE DATE DELIVERED, AS EVIDENCED BY PROPERLY VALIDATED RETURN RECEIPT."

"THE INCLUSION HEREIN OF ANY PERSON OR ENTITY AS AN INSURED SHALL NOT AFFECT ANY RIGHT SUCH PERSON OR ENTITY WOULD HAVE AS A CLAIMANT HEREUNDER IF NOT SO INCLUDED."

8.6 City agrees to deposit with LCRA at or before the times at which required to be in effect a copy of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect and the policy or policies therefor on deposit with LCRA during the entire term of this Lease.

8.7 LCRA and City agree that the amounts of the coverage for the insurance provided for herein shall be reviewed at the expiration of each year during the term of this Lease, and the insurance shall be adjusted in order to maintain insurance with limits at a level then generally prevailing in Travis County, Texas with respect to comparable structures.

8.8 The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease.

9.0 ASSIGNING, SUBLETTING, AND SALE

9.1 City shall not assign this Lease Agreement or sublet or rent all or any part of the Premises without the prior written approval of the LCRA.

10.0 SUCCESSORS IN INTEREST

10.1 Unless otherwise provided in this Lease Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the City hereto, all of whom shall be jointly and severally liable hereunder.

11.0 INCORPORATION AND AMENDMENTS
11.1 This Lease Agreement sets forth all of the agreements and understanding of the parties concerning the Premises, and any modification or amendment must be written and properly executed by both parties.
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016

MEETING DATE: SEPT 8, 2016


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

3. Nature of Request: (Brief Overview) Attachments: Yes _X_ No ______
The City of Bastrop Public works department is requesting approval to enter into a maintenance agreement with the L&L ranch LLC through its authorized agent Robert K. Long, Sr. of the County of Bastrop, State of Texas. The agreement will cover the maintenance of Gills Branch from the beginning of Mr. Long's property on the south side of Hwy. 71 until it reaches the Colorado River. This section of Gills Branch is a vital part of the City of Bastrop's overall drainage and is the first step in making the necessary improvements to a large portion of the City of Bastrop's drainage systems.

4. Policy Implication: 

5. Budgeted: _X_ Yes ________ No N/A
Bid Amount: __________________
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 agreement as written, it has been reviewed by City staff and ready for execution at the discretion of the City Council.

9. Advisory Board: _X_ Approved ________ Disapproved ________ None

10. Manager's Recommendation: ________Approved ________Disapproved ________ None

11. Motion Requested I move to approve the City Manager to enter into the maintenance agreement as written.
City of Bastrop

Agenda Information Sheet:

City Council Meeting Date: August 23, 2016

Agenda Item Description:
CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL TO ENTER INTO A MAINTENANCE AGREEMENT BETWEEN L&L RANCH LLC, THROUGH ITS AUTHORIZED AGENT ROBERT K. LONG, SR. OF THE COUNTY OF BASTROP, STATE OF TEXAS, HEREINAFTER REFERRED TO AS "GRANTOR," AND THE CITY OF BASTROP, A MUNICIPAL CORPORATION, HEREIN REFERRED TO AS "GRANTEE."

Item Summary:
The City of Bastrop Public works department is requesting approval to enter into a maintenance agreement with the between L&L ranch LLC. through its authorized agent Robert k. Long, sr. Of the County of Bastrop, state of Texas. The agreement will cover the maintenance of Gills Branch from the beginning of Mr. Longs Property on the south side of Hwy. 71 until it reaches the Colorado river. This section of Gills branch is a vital part of the city of Bastrop’s overall drainage and is the first step in making the necessary improvements to a large portion of the City of Bastrop’s drainage systems.

Attachments:
Copy of the unexecuted Maintenance agreement.

Trey Job Director of Public works.
MAINTENANCE EASEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made on the ______ day of ____________, 2016, at Bastrop, Texas, by and between Robert K. Long, Sr. of the County of Bastrop, State of Texas, hereinafter referred to as "Grantor," and the City of Bastrop, a municipal corporation, herein referred to as “Grantee.”

1. That Grantor for the consideration of the sum of One Dollar and No/100 ($1.00), and other good and valuable consideration, paid in hand to Grantor by the Grantee, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is retained, has this day granted and conveyed, and by these present does grant, sell, and convey unto the Grantee, a Maintenance Easement for the purpose of cleaning, clearing, and/or removing conduit, concrete, debris, trash, earth, trees, shrubs, branches, vegetation or any other material or associated appurtenances affecting the water quality, drainage, and/or flow of Gill’s Branch Creek ("Creek"), subject to the restrictions set forth below, in, upon, under and across the following described property, to-wit:

All that certain tract or parcel of land identified as a portion of the three thousand five hundred (3500) ft Creek and the forty (40) ft on either side of the bank of the Creek, as shown on the aerial and identified boundary lines attached hereto as Exhibit “A” (the “Easement Tract”).

2. The duration of this Maintenance Easement shall be 9 years at which time Grantor will access completed work on the Drainage System and negotiate another Easement of 10 years or an Easement in perpetuity

3. Grantor’s right to use the Easement Tract is primary and supersedes the right of use by the Grantee. Grantor reserves the right to determine, in its sole discretion, whether Grantee’s use is in conflict with or a detriment to that of Grantor. If Grantor determines such is the case, Grantor, on written notice to the Grantee, has the right to abate or remove that use by Grantee. This notwithstanding, however, Grantor understands and agrees that the purpose of the Maintenance Easement is to clear the Creek and agrees to work with the Grantee in good faith to accomplish that purpose.

Robert K. Long, Sr. – PUE 2016 (Gill’s Branch Creek)
4. At any time, the Grantor shall have the right, but not the obligation, to have the Easement Tract surveyed, at his sole cost and expense, which metes and bounds survey will replace and supersede the more general Easement Tract description set forth herein.

5. Grantee shall have the right, but not the obligation to maintain the Easement Tract in accord with the rights and privileges set forth herein. In accord therewith, Grantor acknowledges that Grantee intends to maintain the Easement Tract to protect person, animal, or property, but will do so only so long as it is financially feasible for the Grantee and is in the best interest of the City of Bastrop and its citizens. Grantor reserves the right to assume any of the responsibilities related to the purpose of this Maintenance Easement, including, but not limited to the cleaning, clearing, and/or the removal of conduit, concrete, debris, earth, trash, trees, shrubs, branches, vegetation or any other material affecting the water quality, drainage, and/or flow of the Creek. In the event, however, the Grantor elects to undertake any of the work provided for in this Maintenance Easement, Grantor shall be responsible for all costs expended. The City of Bastrop shall and does hereby agree to indemnify and hold harmless Grantor from any and all damages, loss, or liability of any kind whatsoever by reason of injury to property, improvements, neglect, or wrongdoing of Grantor, its officers, agents, employees, invitees, or other persons, with regard to Grantor’s use of the Easement area during Grantor’s normal operations necessary to effectively manage Grantor’s property as a working ranch to the full extent allowable by law. Any damages to the drainage improvements within the easement by Grantor during these normal operations shall be replaced and repaired by the City of Bastrop at their expense. Grantor will endeavor to work within the easement area only when necessary and agrees to practice good workmanship resulting in minimal impact to the drainage improvements within the easement as shown in exhibit A.

6. The Grantee shall be responsible for obtaining permission from the Grantor, in writing, prior to the removal of any trees located in the Easement Tract, if any, with a diameter at breast height greater than 24”, except, however, the City shall not be required to obtain permission from the Grantee to remove trees of any size in the active drainage channel. For purposes of this Maintenance Easement diameter at breast height is defined as 4.5 feet (1.37m) above the forest floor on the uphill side of the tree. For protection of the Grantor If the Easement area is concreted Grantee will hire an engineering firm to ensure the proper construction of any concrete structures in the Easement area. And in the event that said structures are constructed Grantee will ensure that Grantor has access to the North West corner of Grantor’s property that abuts the City of Bastrop Waste Water Facility (Grantee’s property). This access can be a low water crossing, bridge or ingress and egress though Grantees property. *While this Maintenance Easement is under construction and in effect all damage to Grants improvements, structures, livestock or acreage outside of the Easement area due to construction of the Drainage Easement or failure thereof the Grantor will be compensated by Grantee at the then fair market value, which shall be determined by an independent appraisal at Grantees expense. Grantee will assist Grantor in a variety of
Riparian Recovery efforts during and after construction of concrete drainage system. This can consist of clean fill, rip rap material and bull rock to repair damage caused by the City of Bastrop’s run off on Grantor’s property. Also, any area’s within or outside the Easement area that are affected by construction of the drainage system will be seeded with native Bermuda grass or other types of grasses approved by Grantor.

7. While this Maintenance Easement is in effect, but subject to the restrictions set forth herein above in paragraphs 2 and 3, the rights and privileges granted by this conveyance are exclusive to the Grantee, and Grantor covenants not to convey any other easement or conflicting rights in the area covered by this grant to any third party.

8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

9. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.
TO HAVE AND TO HOLD the said Maintenance Easement perpetually to the Grantee, subject to the restrictions set forth herein above, and its successors and assigns, together with the right and privilege at any and all times to enter said premises, and any part thereof, for the purpose of cleaning, clearing, and/or removing conduit, concrete, earth, debris, trash, trees, shrubs, branches, vegetation or any other material or associated appurtenances related to the maintenance of the water quality, drainage, and/or flow of Gill’s Branch Creek.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ___ day of ______________, 2016.

GRANTOR:

_____________________________________
Robert K. Long, Sr.

GRANTOR’S MAILING ADDRESSES:

Robert K. Long, Sr.
P.O. Box 658
Bastrop, TX 78602

AFTER RECORDING, RETURN TO GRANTEE:

Bastrop City Secretary
1311 Chestnut Street
Bastrop, Texas 78602
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: ___SEPT 1, 2016
MEETING DATE: ___SEPT 8, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION THAT A PUBLIC HEARING BE HELD AT THE SEPTEMBER 13, 2016 REGULAR COUNCIL MEETING FOR THE CLOSING OF PORTIONS OF THE FOLLOWING UNOPENED STREETS
   1) MILL STREET (BLOCKS 20, 21, 97 AND 98 GENERALLY RUNNING EAST/WEST FROM PAUL C BELL/PECAN TO HILL STREET
   2) SOUTH STREET (BLOCKS 98, 97) GENERALLY RUNNING EAST/WEST FROM OLD CITY LIMITS TO HILL STREET/LOVERS LANE
   3) PAUL C BELL/PECAN (BLOCKS 98, 99) GENERALLY RUNNING NORTH/SOUTH FROM MILL STREET TO OLD CITY LIMITS
   4) JEFFERSON STREET (BLOCKS 20, 21, 97, 98) GENERALLY RUNNING NORTH/SOUTH FROM JASPER TO SOUTH STREET

2. Party Making Request: Interim City Manager, Marvin Townsend

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

4. Policy Implication:

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

6. Alternate Option/Costs:

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

8. Staff Recommendation:

9. Advisory Board: X Disapproved None

10. Manager’s Recommendation: Approved Disapproved None

11. Motion Requested
STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: SEPT 1, 2016
MEETING DATE: SEPT 8, 2016

1. Agenda Item: STATUS REPORT – PINE FOREST LITIGATION
   a. REGIONAL PRESIDING JUDGE OLEN UNDERWOOD ON AUGUST 11, 2016 DENIED
      THE MOTION TO RECUSE JUDGE CAMPBELL
   b. THE HEARING ON THOSE MOTIONS ORIGINALLY SCHEDULED FOR JULY 27, 2016
      HAVE NOW BEEN SET FOR SEPTEMBER 21, 2016 AT 10:30 A.M.

2. Party Making Request: Interim City Manager, Marvin Townsend

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

4. Policy Implication: ________________________________

5. Budgeted: Yes No N/A
   Bid Amount: ________________
   Under Budget: ________________

   Budgeted Amount: ________________
   Over Budget: ____________________
   Amount Remaining: ________________

6. Alternate Option/Costs: ________________________________

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

8. Staff Recommendation:

9. Advisory Board: Disapproved None

10. Manager’s Recommendation: Approved Disapproved None

11. Motion Requested
CAUSE NO. 052-21

THE COUNTY OF BASTROP
TEXAS,
THE BASTROP INDEPENDENT
SCHOOL DISTRICT,
and
THE CITY OF BASTROP TEXAS

Plaintiffs,

VS.

PINE FOREST INVESTMENTS
GROUP, LLC,

Defendant.

IN THE DISTRICT COURT

21st JUDICIAL DISTRICT

BASTROP COUNTY, TEXAS

PLAINTIFFS' NOTICE OF HEARINGS

Please be advised that the following motions will be heard by the Honorable District Court Judge Carson Campbell at 10:30 a.m. on September 21, 2016 in the Bastrop County District Courtroom in Bastrop County, Texas:

1. Plaintiffs' Motion for Judicial Notice;

2. Plaintiffs' Second Traditional and No Evidence Motion for Partial Summary Judgment;

3. "Defendant's motion for partial summary judgment-contract signing";

and,
4. Plaintiffs' Motion to Render Final Judgment.

Dated: August 18, 2016

Respectfully submitted,

By: /s/ Charles Bundren

WM. CHARLES BUNDREN & ASSOCIATES
LAW GROUP, PLLC
Wm. Charles Bundren, Esq.
Lead Attorney and Attorney-in Charge
State Bar No. 03343200
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034
(214) 808-3555  Telephone
(972) 624-5340  Facsimile
e-mail: charles@bundrenlaw.net
ATTORNEY FOR PLAINTIFFS AND COUNTER-DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned certifies that on this 18th day of August, 2016, all counsel of record were served with a copy of this document in accordance with Rule 21a of the Texas Rules of Civil Procedure by serving the following:

Benjamin Wetmore, Esq.
State Bar No. 24088623
THE LAW OFFICES OF BENJAMIN WETMORE
159 Black Cap Run
Buda, Texas 78610
Telephone: (512) 865-0735
Teletypewriter: none provided
E-mail: brw@wetmore-law.com
ATTORNEY FOR DEFENDANT/COUNTERPLAINTIFF PINE FOREST INVESTMENT GROUP, LLC

PLAINTIFFS' NOTICE OF HEARING
AND ROBERT LEFFINGWELL, INDIVIDUALLY, THIRD-PARTY DEFENDANT:

and

Alex S. Valdes, Esq.
Texas State Bar No. 24037626
email: avaldes@winstead.com
Scott F. Courtney, Jr, Esq.
Texas State Bar No. 24084384
email: scourtney@winstead.com

WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, TX 78701
Telephone: 512-370-2842
Facsimile: 512-370-2850

ATTY. FOR INTERVENOR:
PINE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

and

GREGORY S. CAGLE, Esq.
State Bar No. 24003678
DAVID J. ATTWOOD, Esq.
State Bar No. 24062593
The Overlook at Gaines Ranch
4330 Gaines Ranch Loop, Suite 150
Austin, Texas 78735
Email: gcagle@ssjmlaw.com
Email: dattwood@ssjmlaw.com
Phone: (512) 347-1604
Fax: (512) 347-1676

ATTORNEYS FOR INTERVENORS,
CLIFTON SEIDEL AND DRUSILLA ROGERS

Bill Aleshire, Esq.
State Bar No. 24031810
Aleshire Law, P.C.
700 Lavaca, Suite 1400
Austin, Texas 78701
Second Administrative Judicial Region of Texas

Olen Underwood
Presiding Judge

Melanie Sipes
Administrative Assistant

Rebecca Brite
Administrative Assistant

August 12, 2016

Benjamin Wetmore
VIA FAXSIMILE
Fax: 512-367-5989

Wm Charles Bundren
VIA FAXSIMILE
Fax: 972-624-5340

Alex Valdes
VIA FAXSIMILE
Fax: 512-370-2850

Bill Aleishire
VIA FAXSIMILE
Fax: 512-320-9156

Gregory Cagle
VIA FAXSIMILE
Fax: 512-347-1676

21st District Court
VIA FAXSIMILE
Fax: 512-581-4038

Attached please find Order Denying Motion to Recuse that was signed August 11, 2016 in Cause No.052-21,County of Bastrop, et al vs Pine Forest Investments, et al; Court, Bastrop County, Texas.

cc: District Clerk
ORDER DENYING DEFENDANT’S AMENDED MOTION TO RECUSE

The court considered the Motion to Recuse and the Amended Motion to Recuse filed by Movant Pine Forest Investments Group, LLC, in the above captioned case. Pursuant to Rule 18a, the motion was referred to the undersigned Presiding Judge of the Second Administrative Judicial Region of Texas by the Honorable Carson Campbell, who declined to recuse voluntarily.

The court has reviewed the motion and has concluded that it does not state legally sufficient grounds for disqualification or recusal. The motion does not comply for the following reasons and therefore no hearing is necessary. The motion is not timely. Rule 18a(b) clearly states:

A motion to recuse:
(A) must be filed as soon as practicable after the movant knows of the grounds stated in the motion; and
(B) must not be filed after the tenth day before the date set for trial or other hearing unless, before that day, the movant neither knew nor reasonably should have known:

(i) that the judge whose recusal is sought would preside at the trial or hearing; or
(ii) that the ground stated in the motion existed.

The allegations that this motion is based on occurred on May 6, 2016, yet Movant waited until July 26, 2016 to file the Motions to Recuse, which was the evening before a scheduled hearing on July 27, 2016. Therefore, the motion is not timely.

The motion additionally alleges a possible ex-parte communication but does not provide details of the conversation, only the appearance of a conversation that may or may not have concerned the instant case. Since Movant claims to “trust(s) the professionalism of Judge Campbell”, the Court find no substantial grounds for recusal.
Therefore, The Court

ORDERS the motion DENIED without hearing.

The Court ORDERS the Clerk of the Court to transmit a certified copy of this order to

Olen Underwood, Presiding Judge
Second Administrative Judicial Region of Texas
301 North Thompson, Suite 102
Conroe, Texas 77301
Fax: (936)538-8167

Date signed: 8/11/16
Judge Presiding
1. **Agenda Item:** Recommendation that the City not extend the red light camera contract with American Traffic Solutions, ask the contractor to continue to pursue collection of unpaid tickets and not incur new obligations against the special camera fund until pending litigation is resolved.

2. **Party Making Request:** *Interim City Manager, Marvin Townsend*

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

4. **Policy Implication:**

5. **Budgeted:** Yes _______ No _______  **N/A**
   - Bid Amount: ____________________________
   - Under Budget: __________________________
   - Budgeted Amount: ______________________
   - Over Budget: __________________________
   - Amount Remaining: _____________________

6. **Alternate Option/Costs:**

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

8. **Staff Recommendation:**

9. **Advisory Board:** ________  ________  Disapproved  ________  None

10. **Manager's Recommendation:** ________  Approved  ________  Disapproved  ________  None

11. **Motion Requested**
Memo

To: Mayor Kesselus and Council Members

From: City Manager Marvin Townsend

Date: August 31, 2016


In April 2015, James H. Watson, a citizen of Louisiana, filed a lawsuit in state court to attempt to throw out all red light camera tickets based on a challenge to the constitutionality of the state law that authorized tickets based on camera pictures. The lawsuit included 3 private corporations, 53 Texas cities and a limited liability corporation. The case was transferred to the 153rd Federal Court of the Northern district in Fort Worth.

Bastrop’s contract was with American Traffic Solutions, Inc. The Watson case (a ticket written in Southlake, Texas) involved Red Flex Traffic Systems, Inc. The red light cameras were in Bastrop from 2011-2015. Apparently $2,674,828 of tickets were issued based on the 2 camera systems, one located at Tahitian Village intersection with Hwy. 71 and the other at the intersection of Hwy 71 and Hwy 95. Of the total tickets issued, outstanding accounts receivable total $754,106. After all direct expenses are paid, the State of Texas receives 50% of the net remaining.

The American Traffic Solutions Bastrop contract ended on June 30, 2016. All camera equipment belonging to American Traffic Solutions has been removed by the company and the contract has expired.

The Federal District Court retained jurisdiction after ruling against the requested class action determination. The Federal Court then dismissed some of the individual cases and apparently sent the balance to local courts.

An appeal was filed by Watson with the 5th Circuit Court of Appeals in New Orleans. The 5th Circuit on May 5, 2016 vacated the Federal District Court decision and remanded the case to the Federal District Court in Fort Worth “with instruction to remand the case to the Texas Court from where it came”.

On August 19, 2016, the Fort Worth Federal District Court removed the Bastrop case to Bastrop County. On September 23, 2016 the Bastrop Court will hear oral arguments regarding Bastrop’s pleas to the jurisdiction.

Of the 43,405 tickets issued, 35,240 have been paid. The funds from the Red Light Camera program are accounted for in a designated fund, separate from the general fund. Now that the
cameras have been removed, the revenue for next year will go down from FY-16 projected amount by $148,500, only budgeting revenue from the collections of outstanding tickets. The projected amount available for use by the City in this fund as of 09/30/2016 is estimated to be $550,000.00

Funds are restricted for traffic safety programs, including pedestrian safety, public safety programs, intersection improvements and traffic enforcement. Expenditures for defense of this lawsuit are an expense of the red light camera fund. Thus 50% of the costs of defense comes out of the state's share and 50% comes out of the red light camera fund.

It is recommended that the City advise American Traffic Solution that the City does not wish to extend the contract and that the company is requested to continue efforts to collect previously issued, unpaid tickets.

It is further recommended that no further expenditures be budgeted from the fund balance until the Watson litigation is finally resolved.

Steve Adcock, Director of Public Safety

City Manager, Marvin Townsend

Tracy Waldron, Chief Financial Officer