MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: October 7, 2019

SUBJECT: City Council Meeting

Attached is your information packet for the Monday, October 14, 2019, City Council Meeting. If you have any questions about a particular item, please contact me.
NOTICE OF REGULAR MEETING
OF THE CITY COUNCIL OF THE
CITY OF LA GRANGE, TEXAS

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code notice is hereby given that a Regular Meeting of the governing body of the City of La Grange, Texas, will be held on the 14th day of October, 2019 at 6:00 P.M. in the City Hall Council Chambers at 155 E. Colorado St., La Grange, Texas.

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PETITIONS

SUBJECTS TO BE CONSIDERED FOR DISCUSSION AND/OR ADOPTION, APPROVAL, AMENDMENT, RATIFICATION OR OTHER ACTION AT SUCH MEETING INCLUDE:

CONSENT AGENDA
(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or a Councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular agenda.)

1. Discuss and or Consider request to close streets for Trick or Treat on the Square and Schmeckenfest.  Pg. 1
2. Discuss and or Consider Agreement with Fayette County Office of 911 Addressing for Addressing Services.  Pg. 3
3. Discuss and or Consider cancelling the December 23rd City Council Meeting.  Pg. 7
4. Discuss and or Consider approval of September Minutes.

REGULAR AGENDA

1. Discuss and or Consider approval of replat request for property located at 245 W Travis by Cornerstone Building La Grange, LLC.  Pg. 8
2. Discuss and or Consider request from Samaritan’s Purse the owner’s representative of property located at 808 North Horton to connect to the city sanitary sewer system.  Pg. 12
3. Discuss cemetery policy regarding one burial per cemetery space.  Pg. 17
4. Discuss and or Consider authorizing the City Manager to enter into an Interlocal Agreement for Management Services with CAPCOG to administer Economic Development Administration Grant.  Pg. 22
5. Discuss and or Consider approval of TML Health for Employee Medical Insurance.  Pg. 31
7. Discuss and or Consider a Resolution to change the date of the November 11th City Council Meeting.  Pg. 55

CITY COUNCIL COMMITTEE REPORTS

1. Airport Board
2. Library Board
3. Tax Appraisal Board
4. Main Street Board
CHIEF OF POLICE UPDATE
Review of Current issues and projects

CITY MANAGER UPDATE
Review of Current issues and projects
Sales Tax Collections Pg. 56
Electric (Kwh) Sales & Water Pumped Pg. 58
Visitors Bureau Report – September 2019 Pg. 60

CITY SECRETARY
Library Report – Museum/Archives Director’s Report Pg. 61
Oil & Gas Report Pg. 63
Monthly Building Report Pg. 64

The Council will meet in closed Executive Session as authorized by the listed section(s) of The Open Meetings Act, Section 551, Texas Government Code, to discuss the following matters:
Section 551.072 Real Property
Discuss purchase of property

The Council may take final action on any of the before mentioned matters while convened in open session pursuant to Chapter 551 of the Texas Government Code; it may also take certain action in executive session on competitive electric matters pursuant to Section 551.086. The Council may also meet in closed Executive Session, pursuant to Section 551.071, to receive advice from legal counsel (consultation with attorney) on any items listed in this notice.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact, Janet Bayer at 979/968-5805 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

More Information on the above listed matters is available from the City of La Grange - Office of the City Manager at 979/968-5805.

Posted at 12:00 P.M. on this the 8th day of October, 2019.

Janet Bayer, City Secretary
MEMORANDUM

To: Mayor Moerbe and City Council Members

From: Paula Vogel, Assistant Main Street & Tourism Manager

Date: August 5, 2019

Subject: Proposed Street Closures

The Advisory Board of La Grange Main Street is requesting permission for the closing of the following street sections to accommodate Trick or Treat on the Square (Thursday, October 31) and Schmeckenfest (Thursday, December 5) for the safety of the public.

1. The entry to North Washington Street at Travis.
2. 100 & 200 blocks of West Colorado Street at Hwy. 77 North to the intersection of North Washington.
3. Travis Street (Highway 71 Business) from Highway 77 West to Brown Street. Traffic will be detoured one block south to West Crockett to South Brown, then back onto Travis.
4. One half of the 200 block of North Washington to the Prosperity Bank parking lot entrance.

We would like to begin blocking off the proposed streets at 3:30pm for Trick or Treat on the Square and 4pm for Schmeckenfest.

A map of the proposed closings is attached.

Thank you!
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: October 7, 2019
SUBJECT: Discuss and or Consider Agreement with Fayette County Office of 911 Addressing for Addressing Services.

Staff is requesting council approval to update the agreement we have with Fayette County Office of 911 Addressing for addressing services. We have a great relationship with Ms. Moore and the Office of 911 Addressing and request council approval.

Attachment:
Updated agreement with Fayette County Office of 911 Addressing
September 30, 2019

City of La Grange
Attn: City Council
155 E Colorado St
La Grange, TX 78945

Re: Fayette County 9-1-1 Emergency Response Map

Dear Members of the La Grange City Council:

Enclosed please find a proposed Interlocal Agreement (2 originals) by and between Fayette County and the City of La Grange. The document describes how both your city and Fayette County will accomplish the maintenance of the Fayette County 9-1-1 Emergency Response Map. This Interlocal Agreement replaces the agreement which was previously adopted in 2008.

I respectfully request you sign the enclosed and return one original to the County Judge’s office by October 31, 2019.

Should you have any questions, please do not hesitate to contact me. I can be reached at the Fayette County Courthouse – County Judge’s Office – 979/968-6469 or via email at dawn.moore@co.fayette.tx.us

Sincerely,

Dawn Moore
Fayette County 9-1-1 Addressing Coordinator

enc. Interlocal Agreement
COUNTY OF FAYETTE

STATE OF TEXAS

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is executed as of the 26th day of September, 2019, by and between FAYETTE COUNTY, Texas, hereinafter referred to as the "County", and the CITY OF LA GRANGE, Texas, hereinafter referred to as the "City", acting by and through their duly authorized representatives.

WHEREAS, the Commissioners’ Court of the County (the "Court") and the City Council of the City (the "Council") have each found that contracting for and with respect to the governmental services hereinafter described will result in increased efficiency and economy to the citizens of each such governmental entity; and

WHEREAS, both the County and the City desire to enter into an Interlocal Agreement, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the citizens of the County and the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

Services Provided by the County: As long as there is appropriate funding available, the County, through the County Office of 9-1-1 Addressing shall perform and provide the following services:

A. Update and maintain the 9-1-1 Master Street Addressing Guide (MSAG) and Address Database for all streets and addresses inside the City limits.

B. Provide City address information and maps to Fayette County emergency services, the Fayette County Appraisal District, and the United States Postal Service.

C. Provide annually to the City a current map of the streets, address points and boundaries for the city.

D. Provide annually to the City a current Master Street Addressing Guide (MSAG) and Addressing Database listing of all streets and addresses inside the City limits.
Services Provided by the City. The City shall provide the following services:

A. Notify County Office of 9-1-1 Addressing of any new addressable site, any newly accepted and approved subdivisions, or any property to be developed inside the City limits.

B. Notify County Office of 9-1-1 Addressing of any street names to be changed or any new streets to be constructed inside the City limits.

C. Provide to the County Office of 911 Addressing copies of all signed ordinances, with legal descriptions and maps, concerning all new annexations.

Amendments and Duration:
This agreement may be amended by written mutual agreement of all parties. This agreement shall be effective upon signing by the respective party, which should continue unless terminated by all signed parties. Any signatory may withdraw from this agreement at any time by providing a 30 day notice to all other signatories. This agreement shall be reviewed annually by the parties for clarity or for any modification deemed necessary.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers’ signature thereon, duly authorized as of the date first written above.

ATTEST: CITY OF LA GRANGE, TEXAS

By: ___________________________  By: ___________________________
Title: City Secretary  Title: Mayor

Date: ___________________________  Date: ___________________________

ATTEST: FAYETTE COUNTY, TEXAS

By: ___________________________  By: ___________________________
Title: County Clerk  Title: County Judge

Date: September 24, 2019  Date: September 26, 2019
RESOLUTION

WHEREAS, the City Council of the City of La Grange has two Council meetings each month; and

WHEREAS, these Council meetings are held on the second and fourth Monday of each month; and

WHEREAS, the fourth Monday in December is the Monday before Christmas Eve and would result in both citizens and staff being unable to attend.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of La Grange that the December 23, 2019 Council Meeting be cancelled.

PASSED AND APPROVED on this the ___ day of October 2019.

Janet Moerbe, Mayor

ATTEST:

Janet Bayer, City Secretary
MEMORANDUM

To: Mayor and City Council

From: Mary Goerg, Assistant City Secretary

Date: October 10, 2019

Re: Discuss and or consider Final Replat request 245 W Travis owned by Cornerstone Building La Grange LLC.

A request was received from Cornerstone Building La Grange LLC to subdivide the property located at 245 W Travis Street. Their plan is to combine the 2 existing tracts and reconfigure the division lines to facilitate the sale of the warehouse building and a portion of the paved area in back to the adjacent land owner, La Grange Motor Company. Cornerstone Building La Grange LLC plans to retain ownership of Lot 1. Also included on the plat are 3 access easements for ingress/egress and utility construction. There are no planned improvements for this subdivision.

There were 22 letters sent to property owners within a 200’ radius of this address asking if the owners are in favor of or opposed to the subdivision request. There were eight (8) letters returned in favor of granting this request, thirteen (13) letters not returned and one (1) letter returned but not marked either way.

Attachments: 1) Request
              2) Map showing votes
August 26, 2019

CITY OF LA GRANGE
Mr. Shawn Raborn
155 E. Colorado
La Grange, Texas 78945

Dear Mr. Raborn:

Cornerstone Building La Grange, LLC is the owner of 2 tracts in Block 33, (D&Z building and John Denton buildings). The properties include 2 buildings fronting on Travis Street and a masonry warehouse type building and paved parking and driveway area in back.

Our plan is to combine the 2 existing tracts and reconfigure the division lines to facilitate the sale of the warehouse building and a portion of the paved area in back (Lot 2 shown on the accompanying plat) to the adjacent land owner, La Grange Motor Co. Cornerstone Building La Grange, LLC plans to retain ownership of Lot 1. Also included on the plat are 3 access easements for ingress/egress and utility construction. There are no planned infrastructure improvements associated with this subdivision.

Our preliminary subdivision plat was submitted to City Hall on August 20. Please let us know if you need any additional information.

We appreciate anything you can do to move the subdivision process along, as the real estate deal is ready to close as soon as we receive City approval of the new lot configuration.

Thanks for your consideration.

Sincerely;

Kevin Von Minden, RPLS #4438
BEFCO ENGINEERING, INC.

Garland Hart
CORNERSTONE BUILDING LA GRANGE, LLC
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: October 7, 2019

SUBJECT: Discuss and or consider request from Samaritan’s Purse to connect to the city sanitary sewer system.

We have received a letter requesting that the city allow for the connection of waste water service for a customer located outside the city limits. Samaritan’s Purse is the authorized agent for the owner of the property located at 808 Horton Street and part of the tract is located inside the city limits and part is located outside the city limits. I have attached a letter from Samaritan’s Purse requesting the line extension with the understanding that they will be will be responsible for all costs associated with the line extension. All construction will be designed to city standards so in the event the property is annexed into the city limits in the future it will be to city standards.

The projected daily sewer flow generated by the development at buildout is 17,400 gallons per day based on 3 residents per developed tract. The rule of thumb is that each resident generates 100 gallons of waste water per day. The current flow rate at the wastewater plant is 400,000 gallons per day and we are permitted for 900,000 gallons per day with a current design capacity of 1.34 million gallons per day.

The council has approved a number of line extensions over the years and we currently serve the Frisch Auf! subdivision and a portion of the Cedar Creek subdivision which are located outside the city limits. The extension of sewer service outside the city limits requires formal council approval.

Attachments:

1. Letter from Samaritan’s Purse
2. Map showing location of Property
3. Sewer Line Location Map
4. City Sewer Map
September 27, 2019

Shawn Raborn, City Manager
155 E. Colorado
La Grange, Texas 78945

Dear Mr. Raborn:

The La Grange Code of Ordinance Chapter 13 Utilities, Sec. 13.03.002 requires City Council approval to extend sewer service outside the city limits. We are requesting your consideration for approval to extend the sewer service outside the city limits for the Hope Hill Subdivision.

Sincerely,

Christopher R. Barton
Project Superintendent
La Grange, TX Rebuild
SPECIFIC POWER OF ATTORNEY

Know all men by these presents, La Grange Area Disaster Recovery Team, a charitable organization with principal offices in La Grange, Texas, County of Fayette, hereby MAKES, CONSTITUTES, and APPOINTS Samaritan’s Purse as its true and lawful Attorney in Fact, to act for La Grange Area Disaster Recovery Team and in its name, place, and stead and, on behalf of La Grange Area Disaster Recovery Team, giving and granting unto the said attorney, full POWER and AUTHORITY to do and perform all and every act specifically set forth herein, including, and limited to, full POWER and AUTHORITY:

1. To request extension of City of La Grange sewer service to the property owned by La Grange Area Disaster Recovery Team, situated in the John H. Moore 1/2 League, A-71, in Fayette County, Texas, and known as the Hope Hill Subdivision; and

2. To submit requests to the City of La Grange, Texas, and/or Fayette County, Texas, and to apply for and obtain any permits and/or inspections from the City of La Grange, Texas, and/or Fayette County, Texas in relation to or in connection with the property owned by La Grange Area Disaster Recovery Team, situated in the John H. Moore 1/2 League, A-71, in Fayette County, Texas, and known as the Hope Hill Subdivision.

All power and discretion given under this grant shall be absolute and uncontrolled, and each exercise of good faith shall be conclusive on all persons. No person dealing with the holder of the Power of Attorney herein granted shall be obligated to see to the application of any money paid or delivered to the holder of said power. I further grant to said Attorney in Fact, full POWER and AUTHORITY to do and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said Attorney in Fact or his substitute or substitutes shall lawfully do or cause to be done by virtue of the Power of Attorney and the rights and powers herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal on this 25th day of September, 2019.

[Signature] (Seal)
Name: Elizabeth Jay Cameron
Title: Vice-President

La Grange Area Disaster Recovery Team
City Sewer Line Location North Horton Street
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: October 7, 2019
SUBJECT: Discuss cemetery policy regarding one burial per cemetery space.

Staff has been approached by a citizen regarding the city cemetery ordinance that stipulates that only one internment is permitted per space. The concern is that some plots may include more than one internment in violation of the city ordinance. Staff has reviewed a few of the lots in question and it appears that the owner has more than one space but included 2 remains on one headstone. We will continue to review this issue to make sure that the current policy is enforced.

The question for council discussion is should the city policy be modified to allow for more than one set of remains to be interned on a single space. Staff has contacted city owned cemeteries in the area and the policies vary greatly. Some cities allow 2 internments on a single space while others allow only one and some don’t have policies regarding the number of internments.

Attachment:

1. City Cemetery Ordinance Section 1.10.003 Records of Lots
2. City Cemetery Ordinance
Sec. 1.10.003  Records of lots

The city secretary shall keep in her office a cemetery book of record and a map of the cemeteries, each showing the amount of the portions, number of the block, lots and parts of lots and places for single interments and by whom owned or occupied, and whenever any right of interment in any block, part of block, lot, part of lot or place of single interments shall be sold to any person, the city secretary shall, upon receipt of payment of the money for such burial right, enter such on the book of record and shall make the same on the map. (1987 Code, sec. 6-3)
ARTICLE 1.10 CEMETERIES*

Sec. 1.10.001 City cemeteries designated; management and supervision

Those tracts of land lying within the limits of the city and set apart for burial purposes and divided into portions, blocks, lots and places for a single interment and more minutely described upon maps on file in the office of the city secretary, together with all additions hereafter made thereto, shall be and the same are hereby designated as the "La Grange City Cemetery." Such tracts shall be under superintendence of the city manager, who shall be in charge of the enforcement of the ordinances, rules and regulations of the city and the improvement and maintenance of the cemeteries. (1987 Code, sec. 6-1)

Sec. 1.10.002 Removal of bodies or effects

It shall be unlawful for any person to disinter or remove any vault or any dead body, or any of the articles belonging thereto, from the city cemetery, except upon the written consent of the nearest relative of the deceased and the written order of the city manager. (1987 Code, sec. 6-2)

Sec. 1.10.003 Records of lots

The city secretary shall keep in her office a cemetery book of record and a map of the cemeteries, each showing the amount of the portions, number of the block, lots and parts of lots and places for single interments and by whom owned or occupied, and whenever any right of interment in any block, part of block, lot, part of lot or place of single interments shall be sold to any person, the city secretary shall, upon receipt of payment of the money for such burial right, enter such on the book of record and shall make the same on the map. (1987 Code, sec. 6-3)

Sec. 1.10.004 Rights granted by purchase of lot; schedule of prices

The city shall sell only burial rights, as distinguished from fee simple title, in all lots or parts of lots in the city cemetery, title to which belongs to the city or which shall hereafter be acquired by the city. All such burial rights in lots or parts of lots in the city cemetery shall be sold at such prices as are set from time to time by the city council and in effect at the time purchase is made. A schedule of such prices shall be maintained in the office of the city secretary. (1987 Code, sec. 6-4)

Sec. 1.10.005 Transfer of right, title or interest in lot; repurchase of lots by city

(a) Owners of any blocks, lots or lands in the city cemetery or owners of burial rights in any blocks, lots or lands in the city cemetery shall not allow interments on their blocks, lots or lands for a remuneration, nor shall any transfer of interest therein be valid except with the written consent of the mayor endorsed upon such transfer or assignment.

(b) Whenever any owner of any blocks, lots or portions thereof or any owner of burial rights in any blocks, lots or portions thereof desires to transfer his right, title or interest in any such blocks, lots or any portion thereof, the price he shall charge or receive therefor shall be strictly in accordance with the schedule of prices in effect at the time of the transfer.

(c) Speculation on any right, title or interest in any blocks, lots or portions thereof on any lands in the city cemetery is strictly prohibited.

(d) The city shall repurchase burial lots or parts of lots or burial rights in lots or parts of lots, upon which interments have not been made, when the owners thereof desire to dispose of the same. The amount to be paid by the city for such lots or parts of lots or burial rights in such lots or parts of lots shall be the price for
burial rights in such lots or parts of lots in effect at the time such burial lot or parts of burial lots or burial rights is offered for resale to the city.

(1987 Code, sec. 6-5)

Sec. 1.10.006 Trees, shrubs and other plants

Existing city ordinances to the contrary notwithstanding, whenever any trees or shrubs situated on any cemetery lot, by means of their roots or branches, become detrimental to the adjacent lots or avenues or become unsightly or inconvenient for visitors, it shall be the duty and the right of the city or its agents to enter upon the lot for such purpose, to remove the trees or shrubbery or such part thereof as they shall determine to be detrimental, unsightly or inconvenient. The city authorities shall have the right to remove any trees or shrubbery that may be infected by scales or other diseases and to plant and mow the grass on all lots and graves. Such right of removal by city authorities shall extend to the right of removal of shrubs, flowers and other ornamental plants that exceed three (3) feet in height or encroach upon an adjoining lot or avenue. The city reserves the exclusive authority to plant all trees and shrubs, flowers or ornamental plants that exceed three (3) feet in height. (1987 Code, sec. 6-6)

Sec. 1.10.007 Time for interments

All interments in the city cemetery shall take place during the hours of daylight. (1987 Code, sec. 6-7)

Sec. 1.10.008 Duties of funeral director; charge for digging graves

It shall be the duty of the funeral director in charge of the burial to dig or have dug all graves at any and all times. Such graves shall be of a depth so as to conform with state law. The funeral director shall fill the grave after disposing of the casket within the grave unless friends or relatives choose to fill up the same. Any dirt remaining after filling of the grave shall be disposed of by the funeral director. For his services, the funeral director shall be entitled to charge the friends or relatives of the deceased person or any corporation or incorporate society having the same done a reasonable sum. Such sums as may be charged by the funeral director for grave openings and closings shall be subject to periodic evaluation and approval by the city council. (1987 Code, sec. 6-8)

Sec. 1.10.009 Burial permit required

No grave shall be opened for a burial in the city cemetery unless that party desiring to open such grave shall first apply at the office of the city secretary for a permit. A copy of the state permit may be sent to the city in lieu of this section provided it provides the city with the information needed. (1987 Code, sec. 6-9)

Sec. 1.10.010 Interment outside city cemetery

It shall not be lawful for any person to bury any human being within the corporate limits of the city in any place except in the city cemetery. Any body so unlawfully interred shall be disinterred and buried in the city cemetery at the expense of the offending person. (1987 Code, sec. 6-10)

Sec. 1.10.011 Digging graves without permit

It shall not be lawful for any person to enter upon that portion of the cemetery of the city which has been sectioned and designated and laid off in blocks or sections, in the manner and form designated upon the map on file in the city secretary's office, for the purpose of digging a grave, nor shall any person dig a grave in such portions of the cemetery, without first having obtained the right to do so. (1987 Code, sec. 6-11)
Sec. 1.10.012  Burial of paupers

The city council shall from time to time designate and set aside areas of the city
cemetery for purposes of the burial of any dead body of a pauper or persons given to
the care of the city. Burial of paupers shall be by order of the mayor. In the case of
paupers who die within the city limits, the city shall provide the burial space. In the
case of paupers who die outside the city limits, burial shall be at the expense of the
party requesting burial or the pauper. (1987 Code, sec. 6-12)

Sec. 1.10.013  Fences and enclosures

It shall henceforth be unlawful for any person to build or erect any coping, fence,
hedge, ditch or enclosure of any kind or character upon or around any grave, block,
lot or plot of land in any of the cemeteries owned or controlled by the city. (1987
Code, sec. 6-13)

Sec. 1.10.014  Certain objects prohibited on lots

Ornamental chairs, settees, vases, glass jars, pitchers, artificial flowers, flowers, toys,
watering cans or other articles that may be considered objectionable by the city
authorities are prohibited in the cemetery and the right to remove the same without
notice is reserved. Objects of wood of any kind, unless placed in the cemetery by the
city authorities, shall not be permitted in the cemetery, and no gravel, brick, stone,
cement or other kind of artificial walk will be allowed on any lot, nor will grave
blankets or pebbles, pea gravel or sand be allowed as lot cover. Surface vaults and
appropriate monuments shall not be prohibited by this section. (1987 Code, sec. 6-
14)

Sec. 1.10.015  Receptacles for flowers

Receptacles for flowers hereafter placed within the cemetery must be made of metal
or stone, must be sunk below the surface of the ground and must be of such
character as not to interfere with mowing or appear unsightly when not filled. (1987
Code, sec. 6-15)

Sec. 1.10.016  Removal of funeral designs and floral pieces

Funeral designs and floral pieces will be removed from the graves when they become
wilting or unsightly in the judgment of the city authorities. Persons desiring to retain
such design or piece must remove the same within forty-eight (48) hours after the
interment. In no case will a city employee attempt to locate designs or floral pieces
after their removal from the lots. (1987 Code, sec. 6-16)
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: October 7, 2019

SUBJECT: Discuss and or Consider authorizing the City Manager to enter into an Interlocal Agreement for Management Services with CAPCOG to administer Economic Development Administration Grant.

Staff is requesting council authorization to enter into an Interlocal Agreement with CAPCOG to administer our recently awarded Economic Development Administration Grant.

In April, council authorized the submission of a grant application to the Economic Development Administration (EDA) Disaster Assistance to extend waste water service out Highway 71 West approximately 3 miles. The EDA grant will pay for 80% of the cost to extend service to the area. The extension of wastewater service to this area will allow for future business expansion. Our grant application has been approved for funding in the amount of $1.8 million.

The extension of wastewater west is a long term investment that will allow for future economic development in an established growth corridor. This project aligns with Goal 4.1 in the Comprehensive Plan in that we are encouraging prosperous commercial and industrial development to the City’s periphery.

CAPCOG has administered a number of EDA grants in the CAPCOG region with success. The fee to administer the grant is $55,000 and is included as part of the grant match of $450,000. Staff recommends approval of the management agreement with CAPCOG to administer our recently awarded Economic Development Administration Grant.

Attachment:

Interlocal Agreement with CAPCOG for EDA Grant Administration
Capital Area Council of Governments

INTERLOCAL AGREEMENT FOR MANAGEMENT SERVICES
ECONOMIC DEVELOPMENT ADMINISTRATION GRANT

Section 1. Parties and Purpose

1.1. The Capital Area Council of Government ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. The City of LaGrange ("Public Agency") is a municipal government in the State of Texas.

1.3. Public Agency has been awarded a U.S. Department of Commerce Economic Development Grant Award No. 08-79-05325 (the "EDA Contract") and seeks services and professional management expertise for its administration.

1.4. Both parties to this Agreement are local governments as defined in Chapter 791 of the Texas Government Code, and this Agreement is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

Section 2. Scope of Work

2.1. CAPCOG agrees to provide the following described management services to Public Agency for management of the EDA Contract under the following terms and conditions.

2.2. Project Management

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.

2. Provide general advice and technical assistance to Public Agency personnel on implementation of project and regulatory matters.

3. Assist in the procurement of professional consulting engineering services (if necessary) through the request for proposal process, if applicable, and as required by the EDA regulations.

4. Furnish Public Agency with necessary forms and procedures required for implementation of project.

5. Assist the Public Agency in meeting all special condition requirements that may be stipulated in the contract between the Public Agency and EDA.

6. Assist the Public Agency in supplying documentation necessary as available for internal single audit purposes.

7. Prepare and submit to the U.S. Department of Commerce documentation necessary for amending the EDA contract if required.
8. Conduct required re-assessment of environmental clearance for any program amendments if required.

9. Assist the Public Agency in preparing quarterly reports and the financial reports as required.


11. Establish procedures to document expenditures associated with local administration of the project.

12. Serve as liaison for the Public Agency during any monitoring visit by staff representatives from the Economic Development Administration.

13. Provide guidance and assistance to the Public Agency regarding acquisition of property.
   - Submit required reports concerning acquisition activities to EDA.
   - Establish a separate acquisition file for each parcel of real property acquired.
   - Determine necessary method(s) for acquiring real property.
   - Prepare correspondence to the property owners for the Public Agency’s signature to acquire the property or to secure an easement.
   - Assist the Public Agency in negotiation with property owner(s).

2.3 Financial Management

1. Assist the Public Agency in proving its ability to manage the grant funds to the granting agency.

2. Review invoices received for payment and file back-up documentation.

3. Provide general advice and technical assistance to Public Agency personnel on implementation of project and regulatory matters.

4. Assist the Public Agency in establishing procedures to handle the use of any EDA program income.

2.4 Environmental Review

As required or requested under EDA Contract coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.

1. Document consideration of any public comments.

2. Prepare any required re-assessment of environmental assessment.

3. Prepare Request for Release of Funds and certifications to be sent to EDA.

4. If an Environmental Impact Statement is required, assist project engineer in preparing the document.

2.5 Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
• Assist Public Agency in determining whether and/or what EDA contract activities will be carried out in whole or in part via force account labor.
• Assist Public Agency in documenting whether or not it will be necessary to hire temporary employees to specifically carryout EDA contract activities.
• Assist Public Agency in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.

2. Assist Public Agency in documenting compliance with all federal and state requirements related to equal employment opportunity.

3. Assist Public Agency in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.

4. Provide assistance to or act as local labor standards officer. Notify EDA in writing of name, address, and phone number of appointed labor standards compliance officer.

5. Request wage rates from EDA.

6. Provide sample EDA contract documents to engineer as requested.

7. Advertise for bids.

8. Make ten-day call to EDA.

9. Verify construction contractor eligibility with EDA.


11. Conduct pre-construction conference and prepare minutes.

12. Submit any reports of additional classification and rates to EDA.

13. Issue Notice of Start of Construction to EDA.


15. Process and submit change orders to EDA prior to execution.

16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to EDA.

2.6 Equal Opportunity

1. Prepare all Section 504 requirements.

2. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

2.7 Audit/Close-out Procedures

1. Prepare the final reports as required by the Economic Development Administration.

2. Assist Public Agency in resolving any monitoring and audit findings.

3. Assist Public Agency in resolving any third party claims.

Section 3. Payment Terms
3.1 In consideration of the services described in the foregoing paragraph to be rendered by CAPCOG, to Public Agency, the Public Agency agrees to make the following progress payments totaling $55,000.00 to CAPCOG:

1. Thirty (30.0%) percent of the administrative portion of the EDA Contract sum is to be paid upon completion of the establishment of a recordkeeping system; completion of environmental / special conditions clearance as necessary; and completion of all, if applicable, acquisition activities.

2. Twenty (20.0%) percent of the administrative portion of the EDA Contract sum is to be paid upon completion of bid/contract award process for 35% of the grant amount included in EDA Contract #08-79-05325.

3. Thirty (30%) percent of the administrative portion of the EDA Contract sum is to be paid upon completion of bid/contract award process for 90% of the grant amount included in EDA Contract # 08-79-05325.

4. Twenty (20.0%) percent of the administrative portion of the EDA Contract sum is to be paid upon completion of filing all required close-out information.

Section 4. CAPCOG Obligations

4.1 During the performance of this agreement, CAPCOG agrees as follows:

4.2 Equal Employment Opportunity

1. CAPCOG will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or disability. CAPCOG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPCOG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

2. CAPCOG will, in all solicitations or advertisements for employees placed by or on behalf of CAPCOG, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin or disability.

3. CAPCOG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. CAPCOG will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the secretary of Labor.

5. CAPCOG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the OWNER
and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of CAPCOG's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulation or orders, this Agreement may be canceled, terminated, amended or suspended in whole or in part and CAPCOG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CAPCOG will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CAPCOG will take such action with respect to any subcontract or purchase order as the OWNER may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CAPCOG becomes involved in, or is threatened with, litigation with such a subcontract or vendor as a result of such direction by the OWNER, CAPCOG may request the United States to enter into such litigation to protect the interests of the United States.

4.3 Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

4.4 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4.5 Public Works and Economic Development Act of 1965, as amended

The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to Public Agency, EDA Award Number 08-01-05226, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.

4.6 Records

CAPCOG shall give the United States Department of Commerce, Economic Development Administration, the Inspector General, the Comptroller General of the United States, Auditor of the State of Texas, and the Public Agency or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by CAPCOG or pertaining to this contract. Such rights to
access shall continue as long as the records are retained by CAPCOG and CAPCOG agrees to maintain such records in an accessible location.

Section 5. Period of Agreement, Agreement Termination, and Contract Representative

5.1 Both parties agree that it is intended that all service to be performed under this agreement is to be accomplished by within 60 months of execution unless such date is extended by mutual agreement between the parties.

5.2 This Agreement may be terminated by either party by giving thirty (30) days prior written “Notice of Termination” to the other by Certified Mail of the US Postal Service, Return Receipt Requested. CAPCOG shall be paid any outstanding sums due as of the date of termination.

5.3 It is further understood and agreed by the parties that CAPCOG is not responsible or liable to third parties for performance or non-performance by Public Agency under terms of this agreement as allowed by the laws and constitution of the State of Texas.

5.4 CAPCOG designates its Executive Director as its contract representative with the Public Agency. All communications or other work relative to this Agreement should be addressed to the Executive Director, or to a designee expressly named by the Executive Director.

5.5 It is expressly understood and agreed by the parties hereto, that they are acting as independent contractors, and that nothing contained herein should be construed as the creation of a partnership or joint venture.

5.6 It is further understood and agreed by the parties hereto, that the only remedy in the event of a breach of the terms of this agreement shall be termination of this agreement in accordance with provisions of Section 5, paragraph 5.2 above.

Section 6. Interest of the Parties

6.1 No member of the governing body of Public Agency and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the street project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.

6.2 CAPCOG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. CAPCOG further covenants that neither it nor any of its officers, directors, employees or agents shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. CAPCOG further covenants that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.

6.3 No person who is an employee, agent, officer, or official of CAPCOG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the
activity, have an interest in or benefit from the activity or have any interest in any contract,
subcontract or agreement with respect to the activities or the proceeds either for themselves or
those with whom they have family or business ties during their tenure or for one year
thereafter.

Section 7. Miscellaneous

7.1 Access to Information/Records

It is agreed that all information, data, reports and records and maps as are existing, available and
necessary for the carrying out of the work outlined above shall be furnished to CAPCOG by the
Public Agency and its agencies. No charge will be made to CAPCOG for such information and the
Public Agency and its agencies will cooperate with CAPCOG in every way possible to facilitate the
performance of the work described in this agreement.

CAPCOG, at such times and in such forms as the Public Agency may require, shall furnish the Public
Agency such periodic reports as it may request pertaining to the work or services undertaken
pursuant to this agreement, the costs and obligations incurred or to be incurred in connection
therewith, and any other matters covered by this agreement.

7.2 Modification

The Public Agency and CAPCOG may, upon mutual agreement, modify or amend this
contract. Modifications, including any increase or decrease in the amount of compensation or
scope of services, will be incorporated into this contract and finalized through a signed, written
amendment.

7.3 Assignability

The Public Agency and CAPCOG may assign interest in this Contract (whether by assignment or
novation) with the written consent of the other

7.4 Mutual Waiver

To the fullest extent permitted by law, Public Agency and CAPCOG waive against each other, and
the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all
claims for or entitlement to special, incidental, indirect, or consequential damages arising out of,
resulting from, or in any way related to the Project.

7.5 Authority

Each person executing this agreement, by entering his or her individual Signature, hereby certifies
that he or she is lawfully authorized to execute the agreement on behalf of the organization.

7.6 This agreement constitutes the entire agreement between the parties, relating to the rights herein
granted and the obligations herein assumed.

Section 8. Time of Performance
8.1 The professional administration services of Capital Area Council of Governments shall commence
upon complete execution of this agreement and all services required shall be performed and
completed within a time period of no more than 60 months from that date.

LA GRANGE, TEXAS

By ____________________________

Name Shawn Raborn

Title City Manager

Date ____________________________

Date of governing body approval: ____________________________

CAPITAL AREA COUNCIL OF GOVERNMENTS

By ____________________________

Betty Voights

Executive Director

Date ____________________________
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: October 3, 2019

SUBJECT: Discuss and or Consider employee healthcare benefits.

Staff is bringing back for council consideration of our 2020 TML Health Program. We will continue to utilize the Consumer Centered Pool Plans (CCPP) offered by the TML Health to provide health care coverage for our employees. The intent of the CCPP plans is to allow the City to select a “defined contribution” amount and allow the employee to then select one of the five plans available in the CCPP. An advantage of the CCPP is that we don’t have to pick a plan (the employee does that), we only need to pick the City Contribution amount. Staff is recommending that we allocate $650 towards the cost of insurance, which is the same rate we currently provide. Our renewal rate will go in effect on January 1st of 2020. The proposed allocation will allow the employee to select an HSA plan with a $2,500 deductible with no pocket amount expense.

We will continue to use Fayette Savings as the provider of the Health Saving Accounts, if the employee selects that option. We continue to provide wellness opportunities for our employees and will be hosting an onsite biometric screening event on December 4th. We are partnering with City of Schulenburg on the event which will be held at the Randolph Recreation Center.

Attachments:

1. Review of Renewal Rates
2. TML Health Renewal rates
3. History of Medical Rates 2005-2018
4. Example of the Consumer Centered Benefit Calculator
## Consumer Centered Pool Plans 2020

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### MEDICAL

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<th>Employee &amp; Spouse</th>
<th>Employee &amp; Children</th>
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### Amaritas DEF COVERAGE

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<td><strong>Employee and Family</strong></td>
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## MEDICAL

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<th>Employee cost with City Allocation 2020</th>
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<tr>
<td>Employee &amp; Spouse</td>
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<td>Employee &amp; Children</td>
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<td>City Allocation per month</td>
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### Medical Rates

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<td>2019</td>
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<tr>
<td>2020</td>
<td>$ 650.00</td>
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**Blue Cross/Blue Shield**

-1.21%  
18.59%  
-23.28%  
14.78% New Plan - Blue Cross/Blue Shield  
-2.45%  
-3.54% New Provider - Humana  
9.39%  
4.14%  
17.67%  
2.30%  
7.24% New Provider - TML IEBP  
4.00%  
-1.40% City Defined Contribution  
0.00% City Defined Contribution  
8.33% City Defined Contribution  
0.00% City Defined Contribution

**Notes:**  
3.41%

Average rate 2012-20 $ 569.79  
Rate increase of 29.99% from 2007 to 2020  
Rate increase of $220.44 over 10 years
2020
City of La Grange
Consumer Centered Benefit Calculator
Plan - $2,500 Deductible

Employer’s Defined Contribution $ 650.00

Medical Employee Rate $ 628.56
Medical Dependent Rate $
Dental Employee Rate $ 44.80
Dental Dependent Rate $

Total (add all Medical + Dental rates) $ 673.36

HRA/HSA
(If the Employer's Defined Contribution is more than the Total enter the difference here)

$ 

Payroll Deduction
(if the Employer's Defined Contribution is less than the Total enter the difference here)

City Wellness Program $ 350.00
TML Health Wellness $ 150.00
FLEX Benefit Annual $

$ 500.00

Ameritas

DENTAL COVERAGE

Employee Cost
Employee $ 44.80
Employee & Spouse $ 91.12
Employee & Children $ 113.48
Employee and Family $ 159.80
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: October 7, 2019
SUBJECT: Information on Parklets

The Main Street Advisory Board has been working with a local business on the development of a Parklet downtown. A Parket is a way to convert a parking space into an attractive outdoor gathering spot. The installation of a Parklet would not be allowed in the State Right of Way.

We have modeled the local Parklet Pilot Program after a successful program in Brenham. I have included pictures of the Parklet in Brenham for your information. I have also included a draft lease agreement for the use of a parking space for the Parklet and also design standards.

The Main Street Advisory Board voted to present the concept to council for additional consideration. This item is for informational purposes only. Staff will bring back at a future meeting for consideration.

Attachments:

1. Parklet Images
2. Installed Parklet - Brenham
3. Draft Lease Agreement
4. Draft Parklet Design Standards
Proposed Parklet Concept

100 S. BAYLOR ST
BRENHAM

BEFORE

Case Study

#8

DESIGN SYNOPSIS

Key Recommendations from Texas

During Texas Main Street Manager Main Street Design Center

The presentation discussed affordable ways to improve the appearance of the building. Also discussed were ways to improve the storefront without a full streetscape project. Parklets were presented as an idea.

System Startup Outcomes

Examples - Interesting design
ECONOMIC SYNOPSIS

CASE STUDY

#8

100 S. BAYLOR ST
BRENHAM

BEFORE

AFTER

Something unique.

Increased quality of life perception by offering increased nightlife, and

downtown BRENHAM.

Intangible benefits: positive impact on

Time without it is present.

analyze property value changes compared to

before. The market is now in 2015.

ability to

and

to their door who might not have noticed it

surrounding retail business by bringing people

Economic Benefit: Positive Impact on

Grant, facade improvement grant

Financing assistance: Economic Impact

Total Cost: $22,000

Date of Improvement: 2015

and Wine Bar

Business Type: Restaurant/Grant Beer

NINETY SIX WEST

NINETY SIX WEST

NINETY SIX WEST
LICENSE AGREEMENT - PARKLET

This License Agreement ("Agreement") is made this ___ day of ____, 20__ ("Effective Date") by and between the CITY OF LA GRANGE ("City"), and ______________________________ a Texas limited liability company with its address at ______________________________ ("Licensee").

Background

A. The City has established Parklet Standards and Requirements to temporarily place a parklet in up to three parking spaces in accordance with the Parklet Standards and Requirements attached to this Agreement as Attachment "A" and incorporated herein for all purposes pertinent.

B. Licensee desires to establish, operate and maintain a Parklet located at the site approved by the City Manager or the City Manager’s designee ("Parklet Location") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specifications attached to this Agreement as Attachment "B" ("Plans") (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "Parklet.") All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. License; Conditions.

A. License. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and nonassignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.

B. Prior to entering the Parklet Location to commence installation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title; AS-IS Condition of Parklet Location

A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by
this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.

B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. **Term.**

3.1 The term ("Initial Term") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the ____ day of ____ , 20__, unless terminated earlier pursuant to the provisions of this Agreement.

3.2 If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the ___ day of _____, 20__.

3.3 Licensee acknowledges that the City is currently in the process of developing regulations governing parklet standards and requirements ("Parklet Regulations") which the City intends to adopt during the Initial Term of this Agreement, and in the event this Agreement is renewed for a Renewal Term, Licensee agrees to fully comply with the Parklet Regulations within sixty (60) days after the expiration of the Initial Term. In the event the City adopts said Parklet Regulations after the expiration of the Initial Term, Licensee agrees to fully comply with the Parklet Regulations within sixty (60) days after the effective date of the City’s adoption of the Parklet Regulations.

4. **Maintenance Obligations; Use Restrictions; Approvals.**

A. **Licensee’s Maintenance Obligations.** Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City’s subsurface improvements or property (except where Licensee causes damage to City’s subsurface improvements or property, in which case Licensee shall be liable to the City for all costs necessary to repair such damage) and Licensee’s responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and
the grounds adjacent thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City’s regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

B. City’s Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.

C. Licensee’s Use; Use Restrictions. Licensee is hereby authorized to use the Parklet only in association with the operation of its restaurant business located at ______________, La Grange, Texas (“Restaurant”), said Restaurant operations to include: 1) customer seating, and 2) food and beverage service and consumption. Licensee is further hereby authorized to limit use of the Parklet for Restaurant customers only during the Restaurant’s hours of operation (“Exclusivity Period”). At all other times the general public’s use of the Parklet shall not be limited by Licensee. Licensee agrees that during the Exclusivity Period it shall not: permit any use of the Parklet except as specified in this Agreement; permit anything unlawful on the Parklet; permit a public or private nuisance on the Parklet; permit any Hazardous Substances (defined below) on the Parklet; permit an implied dedication of the Parklet; permit anything that disturbs or damages the surrounding properties; permit vehicle parking on the Parklet Location; permit smoking of any substance on the Parklet; permit any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; permit any structures on the Parklet unless specifically permitted by this Agreement; permit alcoholic beverages or illegal drugs on the Parklet Location, except for alcoholic beverages served to Licensee’s customers as authorized by a license/permit validly issued by the Texas Alcoholic Beverage Commission; permit fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations) on the Parklet; permit personal property to be displayed, stored or sold on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed.
D. **Approvals by City.** Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. **Compliance with Applicable Laws; Hazardous Substances.**

A. **Applicable Laws.** "Applicable Laws" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.

B. **Hazardous Substances.** "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. **Entry on Parklet Location By City; City Inspection.** The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during the Exclusivity Period, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.

7. **Non-exclusive:** The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Parklet for facilities presently located within the boundaries of the right-
of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

City understands and acknowledges that other than the Exclusivity Period, Licensee has no control over use of the Parklet or the Parklet Location.

8. **Environmental Protection:** Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee’s use of the Parklet under this Agreement.**

9. **Insurance.** At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

(a) Workers Compensation: Statutory limits

(b) Employers Liability: $100,000 each Accident - Bodily Injury by Accident; $100,000

5

-47-
Each Employee - Bodily Injury by Disease; and $500,000 Policy Limit - Bodily Injury by Disease.

(c) All States coverage and Texas Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of La Grange, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of La Grange, 155 E Colorado Street, La Grange, Texas 78945 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee’s liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.
10. **Indemnification; Release.**

A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney’s fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee’s contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the “Releasing Parties”) do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee’s entry onto the Parklet Location, or Licensee’s use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. **Relocation; Termination of this Agreement.**

A. **Relocation.** Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than thirty (30) day notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee’s other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.
B. **Termination:** This Agreement may be terminated in any of the following ways:

   a. Written agreement of both parties;

   b. By either party giving the other party one hundred twenty (120) days prior written notice; or

   c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and thirty (30) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet Location and leave it in a clean condition, clear of all property and debris and restore the Parklet Location to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee’s sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the City right-of-way to its original condition and in event of the City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. **Notice.**

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this Agreement, or at such other address as Licensee may specify, and to the City as follows:

   City Manager  
   City of La Grange  
   155 E Colorado  
   La Grange, Texas 78945

13. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Fayette County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
14. **Attachments.** Any and all attachments to this Agreement are incorporated herein by reference.

15. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

**LICENSOR: CITY OF LA GRANGE**

Date: ____________________________

Janet Moerbe, Mayor
City of La Grange, Texas

**ATTEST:**

______________________________

Janet Bayer, City Secretary
City of La Grange, Texas

**LICENSEE:**

Date: ____________________________

**ATTEST:**

______________________________

By:
Title:
EXHIBIT “A”

City of La Grange, Texas
Parklet Standards and Requirements

GENERAL DESIGN REQUIREMENTS

DESIGN PROFESSIONAL: A licensed architect or engineer must seal Licensee’s proposed plans and supervise construction and installation of parklet.

LICENSE AGREEMENT: A License Agreement from the City of La Grange is required before the parklet may be installed. All parklets are subject to the terms and conditions in the License Agreement and attachments thereto.

ACCESSIBILITY REQUIREMENTS: All parklets must comply with the Americans with Disabilities Act (ADA) and be accessible to all users, including people with physical disabilities, wheelchair users, and those with impaired vision.

ADVERTISING: With the exception of an approved plaque recognizing the Licensee, advertising on a parklet is prohibited.

PRE-APPROVED USE AND DESIGN: Parklet design, plans, specifications and uses must be approved by the City.

BUILDING PERMIT: A building permit is not required for a deck corresponding to the approved parking space dimensions and flush with the sidewalk, including built-in planters and/or railings. A building permit is required for any other structures, such as a raised platform or roof.

PARKLET SITE SELECTION CRITERIA

SPEED LIMIT: The parklet site must be located in an area with a posted speed limit of 25 mph or less.

CITY OF LA GRANGE RIGHT-OF-WAY: Parklets will not be allowed on TxDOT right-of-way. (Travis Street)

CORNER LOCATIONS: The parklet site shall be located at least ten feet from an intersection.

PARKING SPACES: Parklets may be located along the curb line on streets where on-street parking spaces exist. Parklets will be considered for parallel, angled, or perpendicular parking. Others will be considered on a case by case basis.
STREET SLOPE: The street on which a parklet is located shall have a grade of no greater than 5%. If greater than 5%, additional design requirements and review will be required prior to approval of the parklet.

UTILITIES: Parklets will not be allowed in front of fire department connections and fire hydrants, or over manhole covers or catch basins. The City of La Grange will make maps available of known utility lines under the proposed parklet locations.

BUFFER FROM ADJACENT PARKING SPACES: In cases where there are adjacent parking spaces, parklets will be required to have soft hit posts, wheels stops of some other acceptable form of buffer to prevent conflicts with parking cars.

PARKLET PLATFORM REQUIREMENTS

BOLTING: Bolting into the street or penetrating the surface of the roadway in any way is not allowed. Parklets may be bolted to the existing curb, with specific restoration requirements provided for in the parklet plans and specifications.

PLATFORM SURFACE: The top of the parklet platform must be flush with the sidewalk with a maximum gap of one-half inch between the parklet platform and the sidewalk.

SURFACE MATERIALS: Loose particles, such as sand or loose stone, are not permitted on the parklet.

DRAINAGE: The parklet must not impede the flow of curbside drainage. Licensee is strongly encouraged to cover openings at either end of the parklet with screens to prevent blockage from debris.

PLATFORM CROSS SLOPE: Parklet platforms rest areas must not exceed 2% cross slopes. Licensee’s final construction drawings must show spot elevations for both the sidewalk and platform areas.

PARKLET ENCLOSURE REQUIREMENTS

BUFFERS ON THE EDGES: Parklets must have an edge to buffer the street. The buffer may take the form of planters, railing, cabling, or some other appropriate buffer. The height and scale of the buffer required will vary depending on characteristics and context of the parklet site.

MAINTAIN A VISUAL CONNECTION TO THE STREET: Parklet design must maintain a visual connection to the street and not obstruct sight lines to existing businesses or roadway signage. Continuous opaque walls above forty-two inches (42") that block views into the parklet from the surrounding streetscape are prohibited.

EXTEND THE SIDEWALK: Parklets should be designed as an extension of the sidewalk, with multiple points of entry along the curbside edge.

CONSIDER THE BACK OF THE PARKLET: While not visible from the sidewalk the parklet’s back is highly visible from across the street. Large blank walls are not permitted.
MATERIALS: All materials used for construction of a parklet must be high quality, durable and capable of withstanding heavy use and exposure to the elements. Choose materials that are easy to maintain. Plastic of any kind is discouraged. Have a plan to replace or repair damaged features such as plants, railings or other elements. Licensee is responsible for making sure their parklet is kept clean and in good repair.

PARKLET AMENITIES

Integrate amenities into the parklet structure. Parklets should include some permanently seating integrated into its structure. Bike racks or landscaped areas should also be considered as part of the design.

MOVEABLE SEATING: If Licensee chooses to use moveable tables and chairs, they should be durable and comfortable for individuals and groups of all ages and abilities.

PLANTING: Integrated planting is strongly encouraged.

LIGHTING: Lighting elements are permitted by may require a separate permit. Parklets may not be powered by extension cords or generators.

ADDITIONAL RESPONSIBILITIES OF PARKLET LICENSEE

CONSTRUCTION COMPLETION: Licensee must complete construction and installation of the parklet within thirty (30) calendar days after the effective date of the License Agreement.

CLEANING: Licensee is required to keep the parklet free of debris, grime, and graffiti. Licensee must clean the surface of the parklet and rinse out the area beneath the parklet at least once per week.

LANDSCAPING: Licensee must maintain plants on the parklet in good health, including watering, weeding, and trimming when necessary.

MOVABLE FURNITURE: Any movable items, such as tables and chairs, should either be locked down at night or taken inside. Unsecured furniture that is not a permanent feature of the parklet is not permitted on the parklet outside of business hours.

REPORTING: Licensee shall prepare an annual report documenting the performance of each individual parklet, and the program as a whole. Licensee shall provide a copy of said annual report to City Secretary within ten (10) days after preparation of annual report.
RESOLUTION

WHEREAS, the City Council of the City of La Grange has two Council meetings each month; and

WHEREAS, these Council meetings are held on the second and fourth Monday of each month; and

WHEREAS, the second Monday of November is November 11th, the Observance of Veterans Day, which is a holiday observed by the City of La Grange.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of La Grange that the regular meeting set for Monday, November 11, 2019 be cancelled and that a Special Council meeting be called for Tuesday, November 12, 2019 at 6:00 P.M.

PASSED AND APPROVED on this the ____ day of October, 2019.

____________________________________
Janet Moerbe, Mayor

ATTEST:

____________________________________
Janet Bayer, City Secretary
## SALES TAX COLLECTIONS

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<td>$984,660</td>
<td>$1,063,433</td>
<td>$1,169,776</td>
<td>$1,193,171</td>
<td>$1,234,932</td>
<td>$1,196,058</td>
<td>$1,281,939</td>
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</table>

| PERCENT OF BUDGET | 133.85% | 137.66% | 140.48% | 131.18% | 111.30% | 107.82% | 112.05% | 115.99% |

* Includes Local Quarterly Sales Tax Payment
** Monthly total includes a prior period audit adjustment. Without audit adjustment sales up 12%
# Sales Tax Collections

**Economic Development Corporation**

**September 11, 2019**

<table>
<thead>
<tr>
<th></th>
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<td>$51,856.10</td>
<td>$58,393.01</td>
<td>$68,016.77</td>
<td>$50,862.19</td>
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<td>$53,732.70</td>
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<td>$52,159.45</td>
<td>$54,808.34</td>
<td>$46,267.01</td>
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<td>$50,594.88</td>
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<td>$51,073.24</td>
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<td>$73,139.65</td>
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<td>$59,588.26</td>
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<td>JUL</td>
<td>$49,754.76</td>
<td>$62,535.48</td>
<td>$53,686.68</td>
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<td>$54,516.34</td>
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<td>$50,096.21</td>
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<td>$48,459.97</td>
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<table>
<thead>
<tr>
<th></th>
<th>Difference FY 18 to 19</th>
<th>Percent Increase</th>
<th>7 Year Average</th>
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<td>OCT</td>
<td>$9,486.25</td>
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<td>9.81%</td>
<td>$61,368.65</td>
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<td>DEC</td>
<td>$10,009.08</td>
<td>20.29%</td>
<td>$52,406.54</td>
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<tr>
<td>JAN</td>
<td>$1,058.82</td>
<td>2.01%</td>
<td>$55,388.51</td>
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<tr>
<td>FEB</td>
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<td>12.77%</td>
<td>$70,103.21</td>
</tr>
<tr>
<td>MAR</td>
<td>$2,531.54</td>
<td>5.00%</td>
<td>$49,283.36</td>
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<tr>
<td>APR</td>
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<td>$50,835.05</td>
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<tr>
<td>MAY</td>
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<td>-6.24%</td>
<td>$66,502.96</td>
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<tr>
<td>JUN</td>
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<tr>
<td>JUL</td>
<td>$(2,799.28)</td>
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<td>$54,870.10</td>
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<tr>
<td>AUG</td>
<td>$3,382.94</td>
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<td>$63,777.66</td>
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<tr>
<td>SEP</td>
<td>$16,063.35</td>
<td>33.15%</td>
<td>$53,699.32</td>
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</table>

**TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>Year to Date</th>
<th>Percent</th>
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<tbody>
<tr>
<td>OCT</td>
<td>$621,679.79</td>
<td>$677,728.53</td>
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</table>

**BUDGET**

<table>
<thead>
<tr>
<th></th>
<th>Percent</th>
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</thead>
<tbody>
<tr>
<td>OCT</td>
<td>135.15%</td>
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<tr>
<td>NOV</td>
<td>138.99%</td>
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<tr>
<td>DEC</td>
<td>141.79%</td>
</tr>
<tr>
<td>JAN</td>
<td>132.39%</td>
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<tr>
<td>FEB</td>
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<tr>
<td>MAR</td>
<td>108.31%</td>
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<tr>
<td>APR</td>
<td>112.05%</td>
</tr>
<tr>
<td>MAY</td>
<td>115.50%</td>
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</table>

*Includes Local Quarterly Sales Tax Payment

**Monthly total includes a prior period audit adjustment. Without audit adjustment sales up 12%
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>5,098,019</td>
<td>4,991,950</td>
<td>5,282,353</td>
<td>5,424,165</td>
<td>5,097,758</td>
<td>5,015,200</td>
<td>5,178,849</td>
<td>-1.62%</td>
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<tr>
<td>NOV</td>
<td>4,393,071</td>
<td>4,562,096</td>
<td>4,504,464</td>
<td>4,522,771</td>
<td>3,916,102</td>
<td>4,242,036</td>
<td>4,379,701</td>
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<td>JAN</td>
<td>5,601,091</td>
<td>5,420,159</td>
<td>4,808,863</td>
<td>4,406,625</td>
<td>4,454,859</td>
<td>4,538,347</td>
<td>4,938,319</td>
<td>1.87%</td>
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<td>FEB</td>
<td>5,438,095</td>
<td>4,267,208</td>
<td>3,976,362</td>
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<td>4,693,416</td>
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<td>3,362,700</td>
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<td>4,010,826</td>
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<td>3,429,487</td>
<td>3,800,138</td>
<td>3,776,298</td>
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<tr>
<td>JUN</td>
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<td>5,992,548</td>
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<td>6,464,641</td>
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<table>
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<th>59,187,141</th>
<th>58,001,176</th>
<th>58,581,800</th>
<th>57,698,058</th>
<th>57,178,495</th>
<th>58,749,687</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Year To Date</td>
<td>60,280,258</td>
<td>59,187,141</td>
<td>58,001,176</td>
<td>58,581,800</td>
<td>57,698,058</td>
<td>57,178,495</td>
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<td>-0.90%</td>
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</table>
## Water Pumped

<table>
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</thead>
<tbody>
<tr>
<td>OCT</td>
<td>17,705,000</td>
<td>18,162,000</td>
<td>18,739,000</td>
<td>22,192,000</td>
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<td>-25.17%</td>
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<td>14,864,000</td>
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<td>13,499,000</td>
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<tr>
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<td>13,547,000</td>
<td>13,783,000</td>
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<tr>
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<td>16,114,000</td>
<td>17,960,000</td>
<td>13,668,000</td>
<td>13,873,000</td>
<td>14,242,000</td>
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<tr>
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<td>14,126,000</td>
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<td>14,660,000</td>
<td>14,327,000</td>
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<td>-3.55%</td>
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<tr>
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<td>18,734,000</td>
<td>14,515,000</td>
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<td>19,908,000</td>
<td>19,893,000</td>
<td>14,697,000</td>
<td>-26.12%</td>
<td>17,707,167</td>
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<td>15,946,000</td>
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<td>22,796,000</td>
<td>23,318,000</td>
<td>14,812,000</td>
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<td>31,600,000</td>
<td>31,513,000</td>
<td>22,456,000</td>
<td>-26.12%</td>
<td>28,470,833</td>
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<tr>
<td>AUG</td>
<td>31,549,000</td>
<td>30,714,000</td>
<td>32,835,000</td>
<td>22,304,000</td>
<td>27,414,000</td>
<td>27,744,000</td>
<td>30,613,000</td>
<td>10.34%</td>
<td>28,760,000</td>
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<tr>
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<td>21,362,000</td>
<td>22,083,000</td>
<td>18,992,000</td>
<td>19,829,000</td>
<td>18,235,000</td>
<td>23,517,000</td>
<td>28.97%</td>
<td>20,668,833</td>
</tr>
</tbody>
</table>

|       | Total   | 246,141,000 | 232,497,000 | 210,560,000 | 208,342,000 | 226,644,000 | 221,702,000 | 201,801,000 |

| Year To Date | 246,141,000 | 232,497,000 | 210,560,000 | 208,342,000 | 226,644,000 | 221,702,000 | 201,801,000 | -8.98% | 224,314,333 |

| Per Day Avg. | 674,359 | 636,978 | 576,877 | 570,800 | 620,942 | 607,403 | 552,879 |

| Per Day Avg. | 783,733 | 712,067 | 736,100 | 633,067 | 660,987 | 607,833 | 783,900 |

| Per Person | 164.93 | 149.85 | 154.90 | 133.22 | 139.09 | 127.91 | 164.96 |
September 2019 Visitors Bureau Report

206 – Guests visited the Visitors Bureau
20% Decrease from September 2018 of 248 visitors
73 – Mail brochure requests from TourTexas.com
5,323 signed up – Visitors Bureau E-mail list

Tourism

• Personally delivered over 1,676 Visitors Bureau brochures, maps, event rack cards to 18 Restaurants, 32 Local Businesses, 7 Places to Stay, and 10 Tourist Attractions
• Sent 2,247 pieces to 13 TXDOT Centers, and 39 CVBs throughout the State
• Gift Shop Net Sales - $1018
• Courthouse Docent – 191 visitors
• Faison Home – 5 visitors

Historic Casino Hall

• Interact Induction Ceremony – 2nd floor – September 9th
• Conference Room Rental – September 12th
• Fayette County Community Theatre Retreat – Conference Room – September 14th
• Children’s Advocacy Center Fundraiser – 2nd floor – September 21st

Main Street Program

• Advisory Board & Committee Recruitment Soiree – September 12th
• Historic Walking Tour – October 26th
• Adult Trick or Treat on the Square – October 26th
• Trick or Treat on the Square – October 31st
• Shop Small Saturday – November 30th
• Schmeckenfest – December 5th

Economic Development

• Customer Service Workshops – September 12 & 15
• Leadership Development Training – September 17
• City-wide Wayfinding Signage
• EDA Grant
• 2nd Floor Redevelopment Grant

Major Projects in Process

• City sub-site redesign
  o EDC/Tourism/Library
LIBRARY – MUSEUM/ARCHIVES DIRECTOR'S REPORT
August 2019

Fayette Public Library Statistics

<table>
<thead>
<tr>
<th>Library Category</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Library Circulation</td>
<td>3,370</td>
</tr>
<tr>
<td>Juvenile Library Circulation</td>
<td>2,091</td>
</tr>
<tr>
<td>Total Library Circulation</td>
<td>5,461</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Library Category</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-book Library Circulation</td>
<td>292</td>
</tr>
<tr>
<td>Reference Questions Answered</td>
<td>363</td>
</tr>
<tr>
<td>New library card Reg.</td>
<td>48</td>
</tr>
</tbody>
</table>

Archives/Museum Report/Activities

- 78 patrons visited the Museum and Archives in August, including visitors from Mississippi, Washington, D.C., Connecticut, Georgia, and Arkansas
- The Gift Shop collected $167.00 in sales in August.
- A new touch screen television was installed to display an interactive map of the courthouse square created by volunteer Greg Walker and staff.

Library Report/Activities

- The meeting room was reserved 42 times in August.
- There were three storytimes in August and 52 people attended.
- The library hosted a mini golf course on August 7th and 100 people attended.
- Teens Create was held on August 13th and 12 teens attended.

Future Activities

- Storytime, music, and crafts every Wednesday at 10:15AM in the Meeting Room.
- Teens Create the second Tuesday of every month from 4-5pm.
- Allison Shimek will present at the Association for Rural and Small Libraries Annual Conference on September 7th.
- The Texas Liberator: Witness to the Holocaust Exhibit will be installed on September 5th and the Museum & Archives will host a program on September 21st at 10:00am. The traveling exhibit will be on display until October 19th.
- The Young Adult Library Services Association has asked Allison Shimek to assist in facilitating a training for the Pennsylvania State Library on September 23-24. Allison Shimek will speak about community engagement, building relationships, and innovative teen programming for small and rural libraries.

Items donated to Archives/Museum in March

- 8/3/2019  2 unidentified La Grange portraits from Sidney Levesque
- 8/6/2019  La Grange photographs, history of old library from Babette Ehlers Tippit
- 8/7/2019  Signed Community Theater Posters from Peggy & Grace O'Neil-Pineiro
- 8/13/2019 Two documents signed by Jesse Burnam in 1851 and 1853 regarding hiring out the negro Jordan while representing the heirs of Wm S. Townsend from Gregory Walker
- 8/17/2019 Cabinet card of Katie A. Letzerich from Jon Todd Koenig
- 8/22/2019 Old Tack hammer for wallpapering, Hermes drug store bag from Billye Beth Baker
- 8/25/2019 Cotton and Thrift and Basic Texas Books -- purchases
Fayette Public Library Statistics

<table>
<thead>
<tr>
<th>Adult Library Circulation</th>
<th>3,091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juvenile Library Circulation</td>
<td>1,656</td>
</tr>
<tr>
<td>Total Library Circulation</td>
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<th>E-book Library Circulation</th>
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<td>New library card Reg.</td>
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Archives/Museum Report/Activities

- 129 people visited the Museum and Archives, including visitors from Louisiana and Missouri and a group from St. Michael School in Weimar that viewed the Holocaust exhibit.
- The Gift Shop collected $380.00 sales and donations in September.
- The Texas Liberators exhibit was installed and the Liberators program was held on September 21st with guest speakers Cheyanne Perkins, program coordinator for the Texas Holocaust and Genocide Commission, and Otto Kunze, local WWII veteran who entered Dachau concentration camp soon after it was liberated.

Library Report/Activities

- The meeting room was reserved 46 times in September.
- There were four storytimes in September and 72 people attended.
- Teens Create was held on September 10th and 10 teens attended.
- The LMA Board met on September 3rd.
- Allison Shimek presented at the Association for Rural and Small Libraries Annual Conference in Vermont on September 7th.

Future Activities

- Storytime, music, and crafts every Wednesday at 10:15AM in the Meeting Room.
- Smokey Bear Storytime on October 2nd from 4-5pm.
- Hogwarts at the Library (Harry Potter Program) will take place on Tuesday October 8th. The library will offer Harry Potter themed activities for teens from 4-5pm and for all ages from 5-6pm.

Items donated to Archives/Museum in March

- 9/2/2019 The Grasshoff Family was purchased
- 9/12/2019 Bon Ton Restaurant Token from Second Chance Emporium
- 9/13/2019 Sacred Heart commemorative plate from Neale Rabensburg
- 9/13/2019 2 La Grange American Legion Scrapbooks from Melvin Schilling
- 9/13/2019 Thumb drive with Zadock Woods & Dawson family digital files from David E. Richards
- 9/16/2019 Ten Thousand Texas Daughters from Gary E. McKee
- 9/19/2019 Knebel and Heine family info & booklet from Arliss Treybig
- 9/25/2019 Program from Lad Docekal's funeral, letter opener made by Lad Docekal from Billye Beth Baker
## OIL & GAS RECEIPTS

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<th>Amount</th>
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<td>TOWN SITE #2</td>
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**TOTAL** $138.60
## Monthly Building Report

*September 2019*

### Oct - Sept

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### FY 2019-2020

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### FY 2018-2019

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### Commercial Permits 2018-19

Second Chance Emporium -- Reynolds Street

### Commercial Remodel - Sept. 2019

Fayette Saving - Parking Lot