MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: October 18, 2019
SUBJECT: City Council Meeting

Attached is your information packet for the Monday, October 28, 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 28th 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.)

REGULAR AGENDA
1. Discuss and or Consider authorizing staff to develop a Pilot Parklets development project. Pg. 1
2. Discuss and or Consider first reading of an ordinance adding Article 6.05, to Chapter 6, of the City of La Grange Code of Ordinances, to prohibit camping in designated places, repealing all conflicting ordinances, providing for enforcement, publication, codification and savings, and declaring an effective date. Pg. 21
3. Discuss and or Consider a resolution for Municipal Court Week. Pg. 25
4. Discuss and or Consider setting 2020 City of La Grange Holiday schedule. Pg. 26

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 Report
Active Grant Projects Pg. 27

Pg. 29

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 (551.071) Consultation with City Attorney
Consultation with City Attorney regarding Tom Hudson, Individually and Jator, Inc. vs. City of La Grange, TX No. 2017V-053.

Section (551.072) Real Property
Discuss and or Consider acquisition of real 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 25th day of October, 2019.

Janet Bayer, City Secretary
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: October 17, 2019

SUBJECT: Discuss and or Consider development of a Pilot Parklets Project.

Staff is bringing back for council consideration the development of a Pilot Parklets project with the owner of Bodega. Ms. Kristen Denham has been working on the Parklet concept and is requesting that her business be the Pilot project for this concept.

The Main Street Advisory Board and city staff have been working with Ms. Denham on the development of a Parklet downtown. We reviewed at the last meeting that a Parklet 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.

As we noted at the last meeting, the local Parklet Pilot Program is modeled after a successful program in Brenham. The lease agreement for the use of a parking space for the Parklet and also design standards are attached for your review.

Attachments:

1. Pilot Parklet Location – 101 S Washington
2. Lease Agreement for Pilot Project
3. Parklet Design Standards for Pilot Project
4. Parklet Images
5. Installed Parklet - Brenham
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
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.
Key Recommendations from Texas Main Street Design Center

During Texas Main Street Manager Professional Development in 2015, staff gave a presentation called “Design on a Dime.” The presentation discussed affordable ways to improve the appearance of the building. Also discussed were ways to improve the ambiance of the streetscape without a full streetscape project. Parklets were presented as an idea.
Business Type: Tapas Restaurant; Craft Beer and Wine Bar

Date of Improvement: 2015
Total Cost: $22,000

Financing Assistance: Economic Impact Grant, Façade Improvement Grant

Economic Impact: Positive impact on surrounding retail business by bringing people to their door who might not have noticed it before. The parklet is new in 2015, so ability to analyze property value changes compared to a time without it is present.

Intangible Benefits: Positive impact on downtown Brenham. Increased night life, and increased quality of life perception by offering something unique.
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: October 17, 2019

SUBJECT: Discuss and or Consider first reading of an ordinance adding Article 6.05, to Chapter 6, of the City of La Grange Code of Ordinances, to prohibit camping in designated places, repealing all conflicting ordinances, providing for enforcement, publication, codification and savings, and declaring an effective date.

Staff is bringing back for council discussion a first reading of an ordinance that would prohibit camping in designated public places which would include commercial areas, the historic district, parks and streets and public parking lots. We would still allow camping in city parks if the individual has received prior authorization from the City Manager or his designee. This provision would allow for the continued use of our parks by groups that are traveling the river like the Colorado 100 and other organized groups.

Attachment:
   1. Ordinance under consideration
Ordinance No. 2019-

An ordinance amending Chapter 6 of the City of La Grange Code of Ordinances, by adding a new Article, Article 6.05, camping in public places, to prohibit camping in designated public places; imposing a fine of $500.00 for the violation thereof; providing for a permit process for camping in city parks; repealing all conflicting ordinances; providing for enforcement, publication, codification and savings, and declaring an effective date.

WHEREAS, the City Council has had its attention directed to the importance and necessity of maintaining order in all places where the public has the right to access within the city limits of the City of La Grange, Texas in order to ensure the public safety and welfare; and

WHEREAS, the City Council has considered what the effects are to maintaining the safety and welfare of all persons found within the city limits of the City of La Grange, Texas if people camp in places where the public has the right to access; and

WHEREAS, the City Council has had its attention directed to the fact that the current Code of Ordinances of the City of La Grange, Texas, does not address or regulate the existence of camps, camping or campgrounds in places where the public has the right to access in all zoning districts of the city, including but not limited to area zoned residential, business or commercial, administrative-professional, public building or public use, industrial or historic;

WHEREAS, the City Council has determined that it would be beneficial and in the interest of the public for the city to regulate the places where camping is prohibited and where it is permitted so that maintaining order in all places where the public has the right to access within the city limits of the City of La Grange, Texas is maintained in order to ensure the public safety and welfare.

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

Section 1. That the Code of Ordinances, City of La Grange, Texas, Chapter 6, be and it is hereby amended by adding a new Article, Article 6.05, entitled Camping in Public Places, as follows:

Article 6.05 CAMPING IN PUBLIC PLACES

Sec. 6.05.001 Definitions
a. The City Manager or his designee may issue permits for camping on or in public parks to any person who desires to camp in a public park.

b. The City Manager may impose reasonable temporal or other restrictions for the issuance of such a permit, which restrictions shall be appended to the permit.

**Section 2.** Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor as set forth herein. In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this ordinance by injunction issued by a court of competent jurisdiction.

**Section 3.** If any section, paragraph, subdivision, clauses, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional the same shall not affect the validity of this Ordinance as a whole or any part of provisions thereof, other than the part so decided to be invalid or unconstitutional.

**Section 4.** Any articles, sections or subsections of the Code of Ordinances, City of La Grange, Texas, inconsistent with the provisions hereof are hereby expressly repealed.

**PASSED AND APPROVED** on the First Reading on this the ___ day of October, 2019, with ___ Councilpersons voting in favor hereof and ____ Councilpersons voting in opposition hereof.

**PASSED AND APPROVED** on the Second Reading on this the ___ day of November, 2019, with ____ Councilpersons voting in favor hereof and ____ Councilpersons voting in opposition hereof.

CITY OF LA GRANGE, TEXAS:

BY _______________________
Janet Moerbe, Mayor

ATTEST:

__________________________
Janet Bayer, City Secretary

APPROVED AS TO FORM:

__________________________
Maria Angela Flores Beck
City Attorney
TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: September 20, 2019

SUBJECT: Discuss and or Consider an ordinance that would prohibit camping in designated places.

Staff is presenting for council discussion an ordinance that would prohibit camping in designated public places which would include commercial areas, the historic district, parks and streets and public parking lots. We would still allow camping in city parks if the individual has received prior authorization from the City Manager or his designee. This provision would allow for the continued use of our parks by groups that are traveling the river like the Colorado 100 and other organized groups.

This item is for discussion only and will be brought back for formal consideration if needed after council review.

Attachment:
   2. Draft Ordinance under consideration
IN RECOGNITION OF MUNICIPAL COURT WEEK

November 4-8, 2019

A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of La Grange hosts the La Grange Municipal Court;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the La Grange Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the La Grange Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of La Grange is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, La Grange Municipal Judges are not policy makers for the City of La Grange but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the La Grange Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA GRANGE, TEXAS THAT THE WEEK OF NOVEMBER 4-8, 2019 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF LA GRANGE.

PASSED AND APPROVED ON THIS THE 28th DAY OF October, 2019.

__________________________  __________________________
ATTEST:  MAYOR

_________________________
CITY SECRETARY
**2020 HOLIDAYS**

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All full-time employees are eligible for one floating holiday to be taken during the calendar year. This day must be approved by the Supervisor of each Department before it is taken. If it is not taken during the calendar year, it will be lost.
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<th>Year to Date (of Budget)</th>
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**Average Increase Year to Date:** 7 Year

**FY19 to 20**

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<tr>
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**Increases Local Quarterly Sales Tax Payments**
### 2019 Monthly Total

Includes local quarterly sales tax payment. Without ad valorem sales up 12%

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Economic Development Corporation

Sales Tax Collections

October 9, 2019
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**Pending Grant Projects**

**Active Grant Projects**

10/14/19